



Agenda

City Council Regular Meeting

Monday, August 28, 2023 at 6:00 PM

City Hall Cowles Council Chambers In-Person & Via Zoom Webinar

Homer City Hall

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

Zoom Webinar ID: 205 093 973 Password: 610853

<https://cityofhomer.zoom.us>
Dial: 346-248-7799 or 669-900-6833;
(Toll Free) 888-788-0099 or 877-853-5247

CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

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

- a. Homer City Council Unapproved Regular Meeting Minutes of August 14, 2023. City Clerk. Recommend Adoption.
- b. Memorandum CC-23-185 from Mayor Re: Appointment of Daisy Walker to Parks Art Recreation and Culture Advisory Commission. Recommend Approval.
- c. Memorandum CC-23-186 from City Clerk Re: Liquor License Transfers for The Grog Shop, Homer Liquor and Wine, Patel's, Patel's 2, and Rum Locker. Recommend Approval.
- d. Resolution 23-080, A Resolution of the City Council of Homer, Alaska Approving a Sublease Assignment at the Homer Airport Terminal to Sterling Airways DBA Aleutian Airways, an Alaska Corporation for a 3 Year Sublease with Option for (2) Nine Month Extensions and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend adoption.

Memorandum CC-23-187 from Port Director as backup.

- e. Resolution 23-081, A Resolution of the City Council of Homer, Alaska Amending the Economic Development Advisory Commission Bylaws by Amending Article V. City Staff Roles and Article VI. Meetings. City Clerk. Recommend adoption.

- f. Resolution 23-082, A Resolution of the City Council of Homer, Alaska Adopting the Revised Homer Public Library Policies and Procedures. City Manager. Recommend adoption.

Memorandum CC-23-188 from Library Director as backup.

- g. Resolution 23-083, A Resolution of the City Council of Homer, Alaska Providing Comments on the Alaska Department of Transportation and Public Facilities 2024-2027 Statewide Transportation Improvement Program. Aderhold. Recommend adoption.

Memorandum CC-23-189 from Council Member Aderhold as backup.

- h. Resolution 23-084, A Resolution of the City Council of Homer, Alaska Awarding a Contract to East Road Services, Inc. in the Amount of \$27,267 to Upgrade the East Fairview Avenue Trail and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum CC-23-190 from the Public Works Director as backup.

- i. Resolution 23-085, A Resolution of the City Council of Homer, Alaska Awarding a Contract to East Road Services, Inc. in the Amount of \$15,456 to Complete the Lee Avenue Trail and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum CC-23-191 from the Public Works Director as backup.

- j. Resolution 23-086, A Resolution of the City Council of Homer, Alaska Awarding a Contract to HDR Engineering, Inc in the amount of \$15,061 to Assist with the Procurement of Membrane Filter Trains for the Water Treatment Plant and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum CC-23-192 from the Public Works Director as backup.

- k. Resolution 23-087, A Resolution of the City Council of Homer, Alaska Awarding a Contract to East Road Services, Inc. in the Amount of \$14,444 to Upgrade the Storybook Trail and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum CC-23-193 from the Public Works Director as backup.

- l. Resolution 23-088, A Resolution of the City Council of Homer, Alaska Awarding the Design Services Contract for the Karen Hornaday Park Master Plan to Corvus Design, Inc. in the Amount of \$39,945 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend adoption.

Memorandum CC-23-194 from Associate Planner as backup.

VISITORS

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

- a. Worksession Report
- b. Committee of the Whole Report
- c. Mayor's Report
- d. Borough Report
- e. Library Advisory Board
- f. Planning Commission
 - i. Planning Commission Written Report
- g. Economic Development Advisory Commission
- h. Parks Art Recreation and Culture Advisory Commission
- i. Port and Harbor Advisory Commission
- j. Alaska Municipal League Summer Conference Reports

PUBLIC HEARING(S)

- a. Ordinance 23-21(S)(A), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Section 22.10.050 to Specify that Preliminary Plats Approved by the City Shall Include all Development Commitments Made to the City. Davis/Erickson. Introduction April 10, 2023 and Refer to Planning Commission, Public Hearing and Second Reading August 28, 2023.

Memorandum CC-23-195 from City Planner as backup.

- b. Ordinance 23-40, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 21.12 Rural Residential District; 21.14 Urban Residential District; 21.18 Central Business District; 21.24 General Commercial 1 District; 21.26 General Commercial 2 District Regarding Conditional Uses in each District. Lord/Mayor Recommend Introduction June 12, 2023, referred to Planning Commission, Public Hearing and Second Reading August 28, 2023.

Memorandum CC-23-196 from City Planner as backup.

Memorandum CC-23-197 from Economic Development Manager as backup.

- c. Ordinance 23-48, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 20 Animals. Lord. Introduction August 14, 2023, Public Hearing and Second Reading August 28, 2023.

ORDINANCE(S)

CITY MANAGER'S REPORT

- a. City Manager's Report

PENDING BUSINESS

NEW BUSINESS

RESOLUTIONS

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

COMMENTS OF THE CITY MANAGER

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

ADJOURNMENT

Next Regular Meeting is Monday, September 11, 2023 at 6:00 p.m., Work Session at 4:00 p.m. and 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 23-16 a Regular Meeting of the City Council of Homer, Alaska was called to order on August 14, 2023 by Mayor Pro Tem Aderhold 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, HANSEN, LORD, VENUTI

ABSENT: MAYOR CASTNER AND COUNCIL MEMBER DAVIS (both excused)

STAFF: CITY MANAGER DUMOUCHEL
CITY CLERK JACOBSEN
FINANCE DIRECTOR WALTON
PUBLIC WORKS DIRECTOR KEISER
ECONOMIC DEVELOPMENT MANAGER ENGBRETSSEN
CITY PLANNER FOSTER
DEPUTY CITY CLERK PETTIT
CITY ATTORNEY GATTI

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

Mayor Pro Tem Aderhold announced the supplemental information: Memorandum CC-23-175 from City Clerk Re: Liquor License Renewals for Alice's Champagne Palace, The Kannery, and Wild Honey Bistro. Memorandum from Homer Police Department as backup.

LORD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

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

- a. Homer City Council Unapproved Regular Meeting Minute of July 24, 2023. City Clerk. Recommend adoption.

- b. Memorandum CC-23-175 from City Clerk Re: Liquor License Renewals for Alice’s Champagne Palace, The Kannery, and Wild Honey Bistro. Recommend Adoption.
- c. Ordinance 23-47, An Emergency Ordinance of the City Council of Homer, Alaska Extending the Amendment to the FY23 Capital Budget for Emergency Repairs to the City Telephone System. City Manager. Recommend Adoption.

Memorandum CC-23-173 from City Manager as backup.

- d. Ordinance 23-48, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 20 Animals. Lord. Recommend Introduction August 14, 2023, Public Hearing and Second Reading August 28, 2023.
- e. Resolution 23-074, A Resolution of the City Council of Homer, Alaska Approving a Task Order to RESPEC Company LLC Not to Exceed Amount of \$100,790 for the Final Design of Renovations to the Beluga Sewage Lift Station and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend Adoption.

Memorandum CC-23-178 from Public Works Director as backup.

- f. Resolution 23-075, A Resolution of the City Council of Homer, Alaska Approving a Contract with Raven Ridge Dirtworks, LLC. of Homer, Alaska in the Amount of \$24,000 for the Disposal of Bio-Solids at the City of Homer Wastewater Treatment Plant and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend Adoption.

Memorandum CC-23-179 from Public Works Director as backup.

- g. Resolution 23-076, A Resolution of the City Council of Homer, Alaska Approving a Contract to Kachemak Electric Company in the Amount of \$40,000 to Upgrade the Electrical Works at the Fish Grinder Sewage Lift Station and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend Adoption.

Memorandum CC-23-180 from Public Works Director as backup.

- h. Resolution 23-077, A Resolution of the City Council of Homer, Alaska Approving a Contract with RESPEC Company LLC in the Not to Exceed Amount of \$42,000 to Design the Paintbrush Booster Station Upgrades and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend Adoption.

Memorandum CC-23-181 from Public Works Director as backup.

- i. Resolution 23-078, A Resolution of the City Council of Homer, Alaska, Approving a Contract to MacSwain Appraisals LLC in the Amount of \$55,200 to Provide Appraisal Services to Support

the Kachemak Sponge Project and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend Adoption.

Memorandum CC-23-182 from Public Works Director as backup.

- j. Resolution 23-079, A Resolution of the City Council of Homer, Alaska, Amending the City Fee Schedule by Adding Community Recreation Participation Fees to the City Fee Schedule. City Manager. Recommend Adoption.

Memorandum CC-23-183 from Recreation Manager as backup.

City Clerk Jacobsen read the consent agenda and recommendations.

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

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS

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

- a. Worksession Report

City Manager Dumouchel reported Council heard a presentation on the HERC campus and hazardous materials testing reports on the building and discussed next steps.

- b. Committee of the Whole Report

Council Member Lord reported Council discussed Ordinance 23-48 amending Title 20, Animals, Ordinance 23-46 accepting a grant for the Kachemak Sponge project, and Ordinance 23-49 amending Title 2 by creating departments for Information Technology, Community Development, and the Library.

- c. Mayor's Report

- d. Borough Report

Assembly Member Lane Chesley reported the Assembly will be meeting in the Homer City Council Chambers on September 19th and there will be a public hearing on the material site ordinance at that meeting. He thanked Council for their feedback on the Borough resolution regarding changing the election day, that resolution failed, but another resolution to create the Voter Turnout Working Group was adopted.

e. Planning Commission

f. Economic Development Advisory Commission

Economic Development Advisory Commission Chair Karin Marks shared the Commission's recently developed vision statement and reported on the joint work session with the Planning Commission regarding Ordinance 23-40 amending CUP requirements in zoning districts. At their last meeting the commission worked on their mission statement, discussed Ordinance 23-40 regarding conditional use permits, developed their Capital Improvement recommendations, and passed a recommendation that Council support a Sterling Highway underpass walkway at Diamond Creek.

g. ADA Advisory Board

ADA Advisory Board Member Jim Lepley reported at their last meeting the Board was advised the new accessible bathroom at the airport will begin construction in the fall. They discussed upcoming Trail compliance audits, stickers for businesses to display if they are ADA accessible and included on their advertisements. They also made their recommendations for the Capital Improvement Plan, approved the updated Facilities Transition Plan, and will be holding a special meeting on September 7th to consider the Transition Plan for Parks, Play Areas, and Campgrounds.

PUBLIC HEARING(S)

- a. Ordinance 23-43, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Accepting and Appropriating the FY23 State of Alaska Community Assistance Program Payment in the Amount of \$204,991.19 for Various Capital Projects. City Manager. Introduction June 26, 2023, Public Hearing and July 24, 2023 Second Reading postponed to August 14, 2023.

Ordinance 23-43(S), An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Accepting and Appropriating the FY23 State of Alaska Community Assistance Program Payment in the Amount of \$204,991.19 for Various Capital Projects. City Manager.

Memorandum CC-23-172 from City Manager as backup.

Mayor Pro Tem Aderhold opened the public hearing. There were no comments and the hearing was closed.

Mayor Pro Tem Aderhold announced the motion on the floor to adopt Ordinance 23-43 by reading of title only and opened the floor for discussion.

LORD/VENUTI MOVED TO SUBSTITUTE ORDINANCE 23-43(S) FOR 23-43.

There was no discussion.

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There were comments expressing appreciation for the updated language in the substitute.

VOTE (main motion): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Council Member Lord noted discussion at the recent AML conference regarding Community Assistance Payment Program and how other communities rely on those funds to keep their doors open.

- b. Ordinance 23-46, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Accepting and Appropriating a Sub-Recipient Grant from the University of Alaska Anchorage in the Amount of \$1,171,410 for the Kachemak Sponge Green Infrastructure Storm Water Treatment System. City Manager/Public Works Director. Introduction June 26, 2023, Public Hearing July 24, 2023 Second Reading Postponed to August 14, 2023.

Mayor Pro Tem Aderhold opened the public hearing.

Jan Keiser, Public Works Director, provided an overview of how this came to be. She explained that this is only the beginning of the project and future funding will be necessary to complete it.

Coowe Walker, former KBNERR Manager, shared regarding other partners in the grant process and how this is a unique opportunity to access these funds. This is an important first step because without the land, the project can't get started.

Robert Archibald, city resident, commented in support of Ordinance 23-46 and addressed the importance of the peatlands in handling storm water.

Rika Mouw, city resident, commented in support of Ordinance 23-46 and thanked everyone for the diligence and cooperation in this effort. It's a valuable way to handle stormwater.

Lynn Whitmore, President of Kachemak Moose Habitat, Inc., commented in support of Ordinance 23-46. It's the first time he's seen all these groups coordinating and supporting a single project and his organization will continue to support it in the future.

There were no further comments and the hearing was closed.

Mayor Pro Tem Aderhold announced the motion on the floor to adopt Ordinance 23-46 by reading of title only and opened the floor for discussion.

There were comments in support of the project and commending City staff and project partners for working together to get this before Council.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

- a. Ordinance 23-49, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 2, Chapters 2.32 Departments and Boards, 2.44 Department of Administration, 2.48 Public Library, and Enacting Chapters 2.46 Department of Information Technology and 2.57 Department of Community Development. City Manager. Introduction August 14, 2023 Public Hearing and Second Reading August 28, 2023.

Memorandum CC-23-177 from City Manager as backup.

LORD/ADERHOLD MOVED TO INTRODUCE ORDINANCE 23-49 BY READING OF TITLE ONLY.

Council Member Lord noted Council discussed this at Committee of the Whole. Their intent is to hold a work session and provided direction to the City Manager on points they'd like to have addressed.

ERICKSON/LORD MOVED TO POSTPONE ORDINANCE 23-49 TO OCTOBER 9TH FOLLOWING A WORK SESSION ON SEPTEMBER 25TH.

It was suggested to invite Commission chairs to the work session.

VOTE (motion to postpone): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

CITY MANAGER'S REPORT

- a. City Manager's Report

City Manager Dumouchel reviewed his report, highlighting an upcoming airport lease assignment for Aleutian Airlines, work being done on comprehensive financial policies, closure of the spit trail for work on tsunami sirens, and scheduling work sessions with Commissions. He also shared regarding the Alaska Municipal League Summer Conference in Homer, it was a success.

Following discussion of joint work sessions with the Boards and Commissions, there was consensus to hold a monthly off cycle work session starting in September, if possible, with the Planning Commission.

PENDING BUSINESS

- a. Resolution 23-051, A Resolution of the City Council of Homer, Alaska Amending the Regular Meeting Schedule for the Planning Commission. City Clerk.

Memorandum CC-23-184 from City Planner as backup.

Mayor Pro Tem Aderhold announced the motion on the floor to adopt Resolution 23-051 by reading of title only and opened the floor for discussion.

There were comments in opposition of this change and it was noted that the memo from the City Planner recommends voting this down.

VOTE: NO: VENUTI, ERICKSON, ADERHOLD, LORD, HANSEN

Motion failed.

NEW BUSINESS

RESOLUTIONS

COMMENTS OF THE AUDIENCE

Assembly Member Chesley invited the City to give an update on the passage of Ordinance 23-46 to the Assembly at an upcoming meeting.

Wayne Aderhold, city resident, commented regarding a recent Homer Police Department post about motor vehicles and biking on the shoulders of the road. He shared about the inconsistency of the shoulders, many that are less than four feet and that shoulders are nonexistent on most roads.

Jamie Sutton said he was listening on the radio and felt compelled to stop in and congratulate Council on how well their meeting was run and he congratulated them on the Kachemak Sponge Grant. He comes from San Francisco where after the earthquake and fire, the city that called itself “The City that Knows How”. He thinks Homer is a city that knows how.

Robert Archibald, city resident, commented regarding the upcoming Prince William Sound Regional Citizens Advisory Council Board meeting being held in Homer next month.

Karin Marks, city resident, commented the peony celebration is finished and thanked everyone who’s planting peonies around town.

COMMENTS OF THE CITY ATTORNEY

City Attorney Gatti had no comments.

COMMENTS OF THE CITY CLERK

City Clerk Jacobsen announced candidacy filing is open for one more day and absentee voting information for the October 3rd municipal election.

COMMENTS OF THE CITY MANAGER

City Manager Dumouchel had no comments.

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

Council Member Hansen thanked everyone for a great meeting.

Council Member Erickson shared her appreciation for staff and what they do for Homer. She shared an update on the Snomads Trail Rehabilitation Project and encouraged hunters to be aware of work being done this fall. She thanked Public Works Director Keiser for what she's done.

Council Member Venuti noted that school starts tomorrow and encouraged people to get out and check their headlights to make sure they're working properly. She's looking forward to Pat Case's final report on ADA matters in the city. She's thinking about Maui.

Council Member Lord said her heart goes out to Maui and addressed the importance of preparedness of local government regarding disasters and know what resources are available. She congratulated the actors and youth for their hard work in the Pier 1 youth theater presentation, shared her appreciation for the ADA celebration and walk with Pat Case, recognized former City Manager Katie Koester for being appointed Manager of the City and Borough of Juneau, and reminded listeners that school starts tomorrow and wished everyone an abundance of patience.

Mayor Pro Tem Aderhold shared her appreciation for being able to host the AML Conference and thanked Bella Vaz for her work. She reminded that Homer shares the road and noted biking etiquette along Pioneer Avenue. She recognized Council Candidate Joni Wise for attending the meeting tonight.

ADJOURN

There being no further business to come before the Council Mayor Pro Tem Aderhold adjourned the meeting at 7:30 p.m. The next Regular Meeting is Monday, August 28, 2023 at 6:00 p.m., Work Session at 4:00 p.m. and 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: _____



MEMORANDUM

Appointment of Daisy Walker as Student Representative to the Parks Art Recreation and Culture Advisory Commission.

Item Type: Action Memorandum
Prepared For: Homer City Council
Date: August 23, 2023
From: Mayor Castner

Daisy Walker is appointed to the Parks Art Recreation and Culture Advisory Commission as Student Representative. The term expires with graduation from High School.

Recommendation

Confirm the appointment of Daisy Walker to the Parks Art Recreation and Culture Advisory Commission as Student Representative.

Attachments:

Daisy Walker Application

Published on *City of Homer Alaska Official Website* (<https://www.cityofhomer-ak.gov>)

[Home](#) > [Application for Appointment to an Advisory Body](#) > [Webform results](#) > Application for Appointment to an Advisory Body

Submission information

Form: [Application for Appointment to an Advisory Body](#) [1]
Submitted by Visitor (not verified)
Tue, 08/01/2023 - 3:34pm
24.237.159.219

Applicant Information

Full Name

Daisy Walker

Physical Address Where you Claim Residency

Head of the bay/ Homer

Mailing Address

[REDACTED]

Phone Number(s)

[REDACTED]

Email

[REDACTED]

Advisory Bodies

Parks, Art, Recreation & Culture Advisory Commission – Meetings held on the 3rd Thursday of February through June and August through November at 5:30 p.m.

Residency

Are you a City Resident? No

How long have you been a resident of the South Peninsula Area? 16 years

Background Information

Have you ever served on a similar advisory body?

If so please list when, where, and how long:

No

Other memberships

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

HCOA member, XC Varsity running and skiing teams at HHS, Homer Trails Alliance associate.

Special Training & Education

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

Youth Art instructor, Trail Builder, Youth proponent for HTA.

Why are you interested in serving on the selected Advisory Body?

Please briefly state why you are interested in serving on the advisory body selected. This may include information on future goals or projects you wish to see accomplished or any additional information that may assist the Mayor in the decision making process.

I love the community of Homer and surrounding areas. I believe outdoor experiences as well as artistic opportunities are very important to Homer and the quality of living here. I have benefited from those experiences personally and would like to help others enjoy these too. Since the community around us is growing, we should focus on conserving open spaces and opening doors in art/culture, especially for youths in the community. :)

Source URL:<https://www.cityofhomer-ak.gov/node/9051/submission/51075>

Links

[1] <https://www.cityofhomer-ak.gov/cityclerk/application-appointment-advisory-body>



MEMORANDUM

Liquor License Transfers for The Grog Shop, Grog Shop East End, Patel's, Patel's 2, Homer Liquor & Wine Company, and Rum Locker.

Item Type: Action Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: 22 August 2023
From: Zach Pettit, Deputy City Clerk

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

License Type: Package Store
License #: 479
DBA Name: The Grog Shop
Service Location: 369 East Pioneer Avenue, Homer, AK 99603
Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

License Type: Package Store
License #: 3201
DBA Name: Grog Shop East End
Service Location: 3125 East End Road, Homer, AK 99603
Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

License Type: Package Store
License #: 3176
DBA Name: Patel's
Service Location: 4470 Homer Spit Road, Homer, AK 99603
Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

License Type: Package Store
License #: 3472
DBA Name: Patel's #2
Service Location: 4287 Homer Spit Road, Homer, AK 99603
Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

License Type: Package Store
License #: 2531
DBA Name: Homer Liquor & Wine Company
Service Location: 4474 Homer Spit Road, Homer, AK 99603
Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

License Type: Package Store
License #: 4432
DBA Name: Rum Locker
Service Location: 276 Olsen Lane, Suite 3, Homer, AK 99603
Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

Recommendation:

Voice non-objection and approval for the liquor License transfers.

Attachments:

AMCO Applications
City of Homer Police Non-Objection



August 2, 2023

City of Homer, Kenai Peninsula Borough
Attn: [Multiple](#)

License Type:	Package Stores	License Number:	
Licensee:	Uncle Thirsty's LLC		
Doing Business As:	#2531 Homer Liquor and Wine, #3176 Pale's, #2301 Grog Shop East ,#479 Grog		
	#4432 Rum Locker, #3472 Patels #2		

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

Transfer from Thomas Beck 20%, Patrick Driscoll 80% to Thomas Beck 100% with a security interest.

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

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

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

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

Sincerely,
Joan Wilson Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

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

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Uncle Thirsty's LLC		License #:	479	
License Type:	Package Store		Statutory Reference:	04.11.150	
Doing Business As:	The Grog Shop				
Premises Address:	369 E. Pioneer				
City:	Homer	State:	AK	ZIP:	99603
Local Governing Body:	City of Homer				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

AMCO
 FEB 18 2023

OFFICE USE ONLY

Complete Date:		Transaction #:	100539718
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	Uncle Thirsty's LLC			
Doing Business As:	The Grog Shop			
Premises Address:	369 E. Pioneer Ave			
City:	Homer	State:	AK	ZIP: 99603
Community Council:	N/A			

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

Designated Licensee:	Tom Beck			
Contact Phone:	907-299-8667	Business Phone:	907-235-5101	
Contact Email:	dearunclethirsty@gmail.com			

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

This store/license intends to ship alcoholic beverages in response to a written request.

Section 3 – Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

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

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

0.8 miles

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

0.17 miles



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

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

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

Entity Official:	Thomas Beck				
Title(s):	Owner	Phone:	907-299-8667	% Owned:	100%
Address:	369 E. Pioneer Ave				
City:	Homer,	State:	AK	ZIP:	99603

AMCO
FEB 15 2023



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

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

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

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

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

DOC Entity #:	10189583	AK Formed Date:	3/10/2022	Home State:	AK
Registered Agent:	Tom Beck	Agent's Phone:	(907) 299-8667		
Agent's Mailing Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603

Residency of Agent: Yes No

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



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

Thomas Beck - Package Store licenses #2301 - Grog Shop East
#2531 - Homer Liquor Wine
#3176 - Patel's
#3472 - Patel's #2
#4432 - Rum Locker

Section 7 – Authorization

Communication with AMCO staff:

Yes No

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

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

[Empty box for disclosure]

AMCO
FEB 15 2023



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

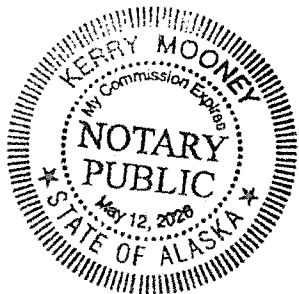
I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Signature of transferor

Thomas Beck

Printed name of transferor

Subscribed and sworn to before me this 1st day of February, 2023.



Signature of Notary Public

Notary Public in and for the State of Alaska

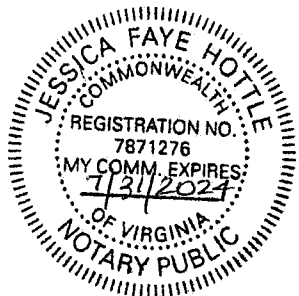
My commission expires: 5/12/2026

Signature of transferor

Patrick R. Discoll

Printed name of transferor

Subscribed and sworn to before me this 28 day of July, 2023.



Signature of Notary Public

Notary Public in and for the State of Virginia

My commission expires: 7/31/2024



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

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

TB

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

TB

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

TB

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

TB

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

TB

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

TB

Signature of transferee

Thomas Beck

Printed name



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/12/2026

Subscribed and sworn to before me this 1st day of February, 2023.



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

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

What is this form?

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

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

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

Yes No

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

Section 1 - Establishment Information

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

Licensee:	Uncle. Thrusty's LLC	License Number:	479		
License Type:	off-premise Package Store				
Doing Business As:	The Grocery Shop				
Premises Address:	369 E. Pioneer Ave.				
City:	Homer	State:	AK	ZIP:	99603

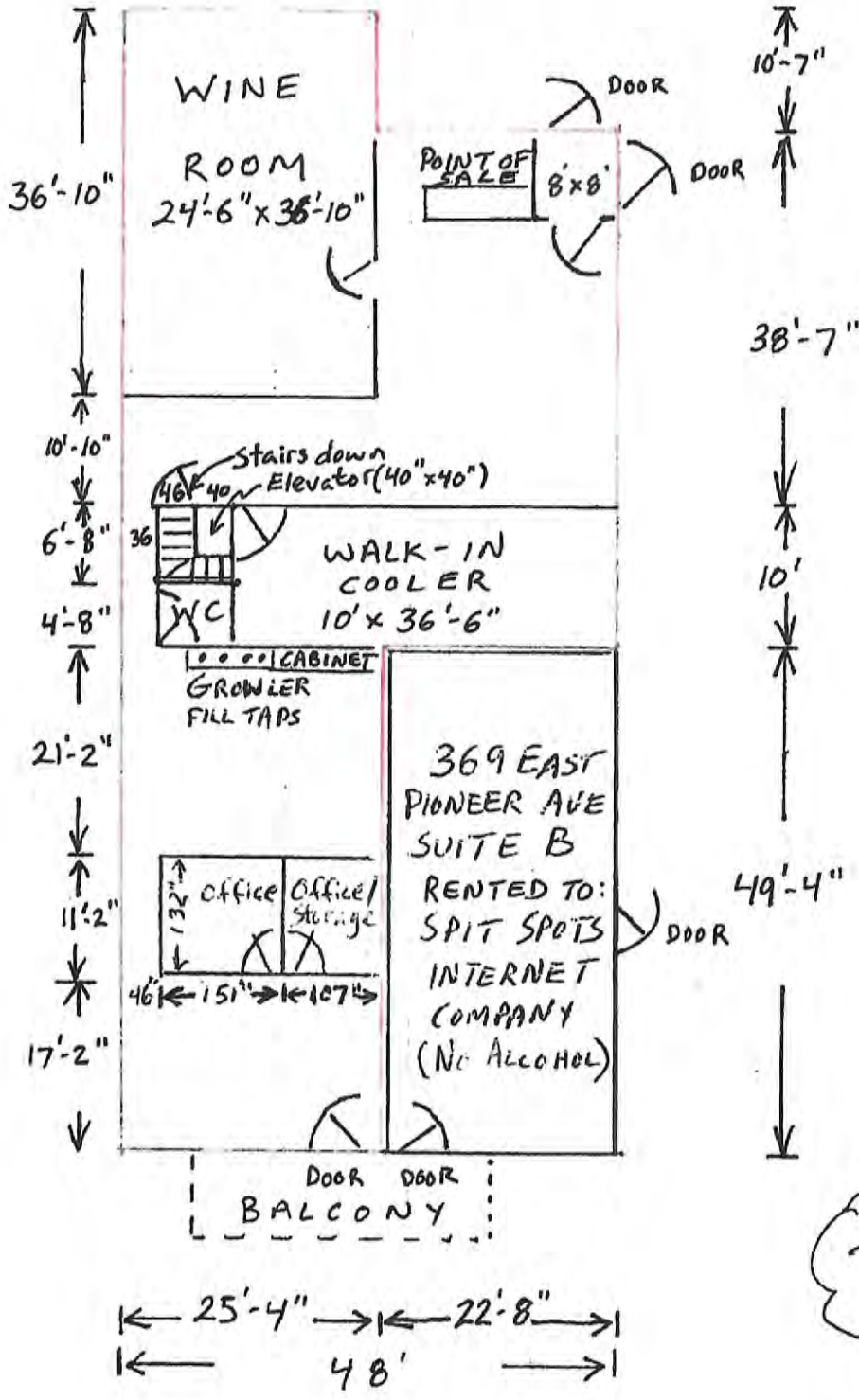
TO SVEDLUND STREET

LICENSE 479 - Grog SHOP
369 EAST PIONEER AVE
GROUND LEVEL

← 24'-6" → | ← 23'-6" → |

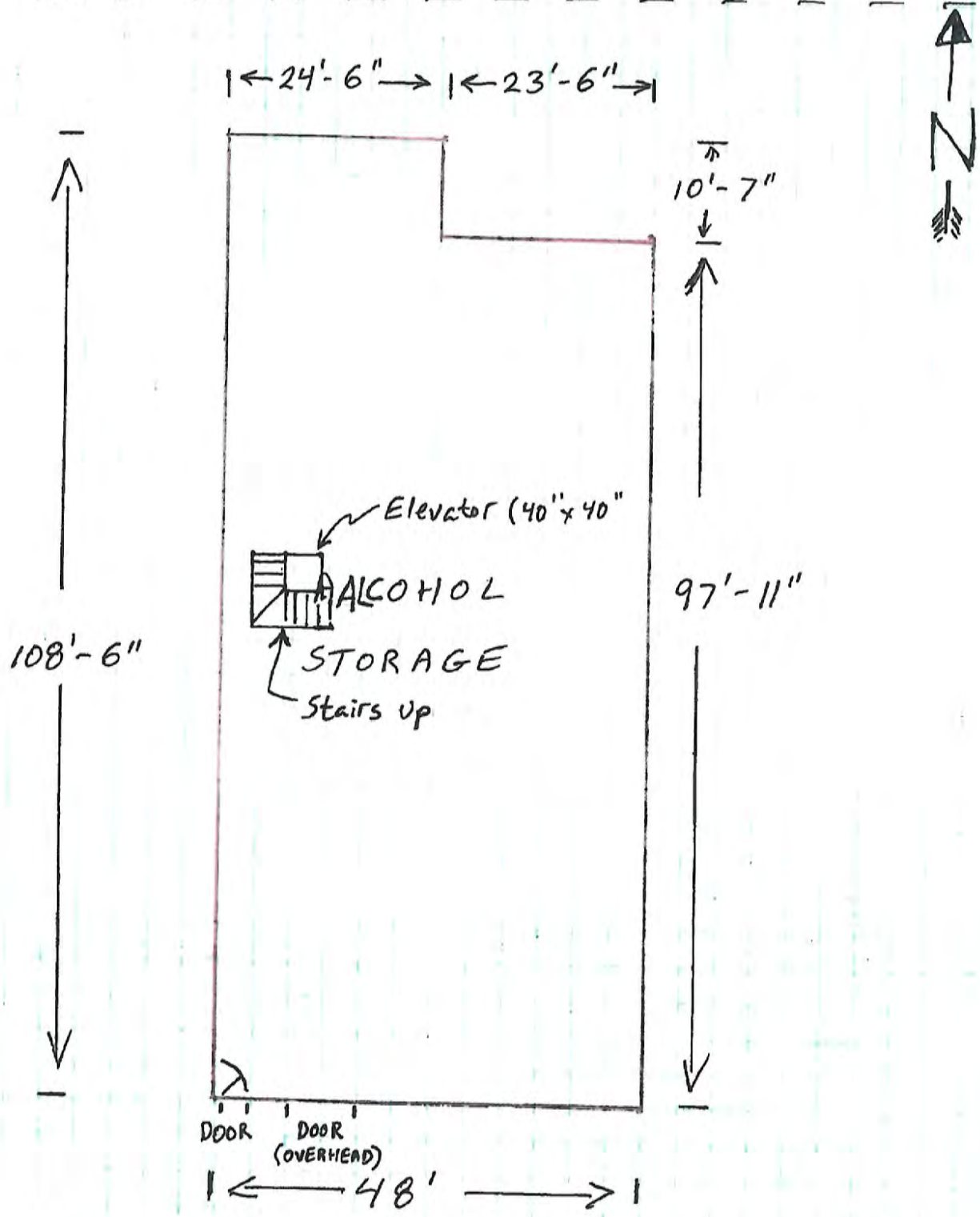


↑
To E. Pioneer Ave



↓
To Klondike Ave.

← TO SVEDLUND ST
E. PIONEER AVE



LICENSE # 479 - Grog Shop - 369 E. PIONEER AVE
BASEMENT LEVEL

TO KLONDIKE AVE



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

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

Section 1 - Transferor Information

Enter information for the current licensee and licensed establishment.

Licensee:	Uncle Thirsty's LLC		License #:	2301	
License Type:	Package Store		Statutory Reference:	04.11.150	
Doing Business As:	Grog Shop East End				
Premises Address:	3125 East End Rd				
City:	Homer	State:	AK	ZIP:	99603
Local Governing Body:	City of Homer				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:		Transaction #:	100539718
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 - Transferee Information

Enter information for the new applicant and/or location seeking to be licensed.

Licensee:	Uncle Thirsty's LLC			
Doing Business As:	Groq Shop East End			
Premises Address:	3125 East End Rd			
City:	Homer	State:	AK	ZIP: 99603
Community Council:	N/A			

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

Designated Licensee:	Tom Beck			
Contact Phone:	(907) 299-8667	Business Phone:	907 235-5101	
Contact Email:	dearunclethirsty@gmail.com			

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

Section 3 - Premises Information

Premises to be licensed is:

an existing facility a new building a proposed building

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

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

3 miles

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

0.9 miles





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

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

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

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

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

Entity Official:	Thomas Beck				
Title(s):	Owner	Phone:	907.299.8667	% Owned:	100%
Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603

AMCO
FEB 15 2023



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

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

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

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

DOC Entity #:	10189583	AK Formed Date:	3/16/2022	Home State:	AK
Registered Agent:	Tom Beck	Agent's Phone:	907-299-8667		
Agent's Mailing Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603

Residency of Agent: Yes No

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





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

Thomas Beck - Package Store Licenses # 479 - Grog Shop
2531 - Homer Liquor + Wine
3176 - Patel's
3472 - Patel's #2
4432 - Rum Locker

Section 7 – Authorization

Communication with AMCO staff:

Yes No

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

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

[Empty box for disclosure]

AMCO
FEB 15 2023



Alaska Alcoholic Beverage Control Board

Form AB-09: Statement of Financial Interest

Why is this form needed?

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

This form must be completed and submitted to AMCO's Anchorage office 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:	Uncle Thirsty's LLC			
License Type:	Package Store	EIN:	88-138-3486	
Doing Business As:	Patel's #2			
Premises Address:	4287 Homer Spit Rd #1			
City:	Homer	State:	AK	ZIP: 99603

Section 2 - Certifications

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

Initials

The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

TB

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

TB

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

TB

Thomas Beck

T. Beck

Printed name of licensee

Signature of licensee



Alaska Alcoholic Beverage Control Board
Form AB-11: Creditors Affidavit

Why is this form needed?

This form must be completed by the transferor of a liquor license in order to report all debts of and taxes owed by the business, as required by AS 04.11.280(b). The Alcoholic Beverage Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the conduct of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per AS 04.11.360(4)(A).

This form must be completed and submitted to AMCO's Anchorage office before any application to transfer the ownership, including the controlling interest, of a license will be considered complete.

Section 1 - Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	Uncle Thirsty's LLC		License Number:	3472	
License Type:	Package Store				
Doing Business As:	Patel's #2				
Premises Address:	4287 Homer Spit Rd #1				
City:	Homer	State:	Alaska	ZIP:	99603
Federal Tax ID # / EIN:	88-138-3486				

Section 2 - Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
None		



Alaska Alcoholic Beverage Control Board
Form AB-11: Creditors Affidavit

Section 3 – Transferor Certifications

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

Initials

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.

TB

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

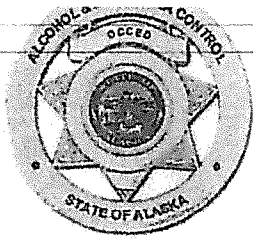
TB

Thomas Beck

Printed name of transferor

T. Beck

Signature of transferor



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 - Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

[Handwritten signature]

Signature of transferor

Patrick R. Driscoll

Printed name of transferor

Subscribed and sworn to before me this 28 day of July, 2023

[Handwritten signature: Jessica F. Hottle] Signature of Notary Public



Notary Public in and for the State of Virginia

My commission expires: 7/31/2024

[Handwritten signature: Thomas Beck]

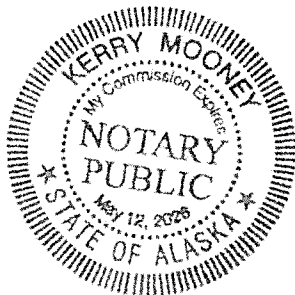
Signature of transferor

Thomas Beck

Printed name of transferor

Subscribed and sworn to before me this 1st day of February, 2023

[Handwritten signature: Kerry Mooney] Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: 5/12/2026



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

Section 9 – Transferee Certifications

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

Initials

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

TB

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

TB

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

TB

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

TB

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

TB

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

TB



T. Beck

Signature of transferee

Thomas Beck

Printed name

Kerry Mooney

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/12/2028

Subscribed and sworn to before me this 10th day of February, 2023

AMCO
FEB 15 2023



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

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

Why is this form needed?

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

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

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

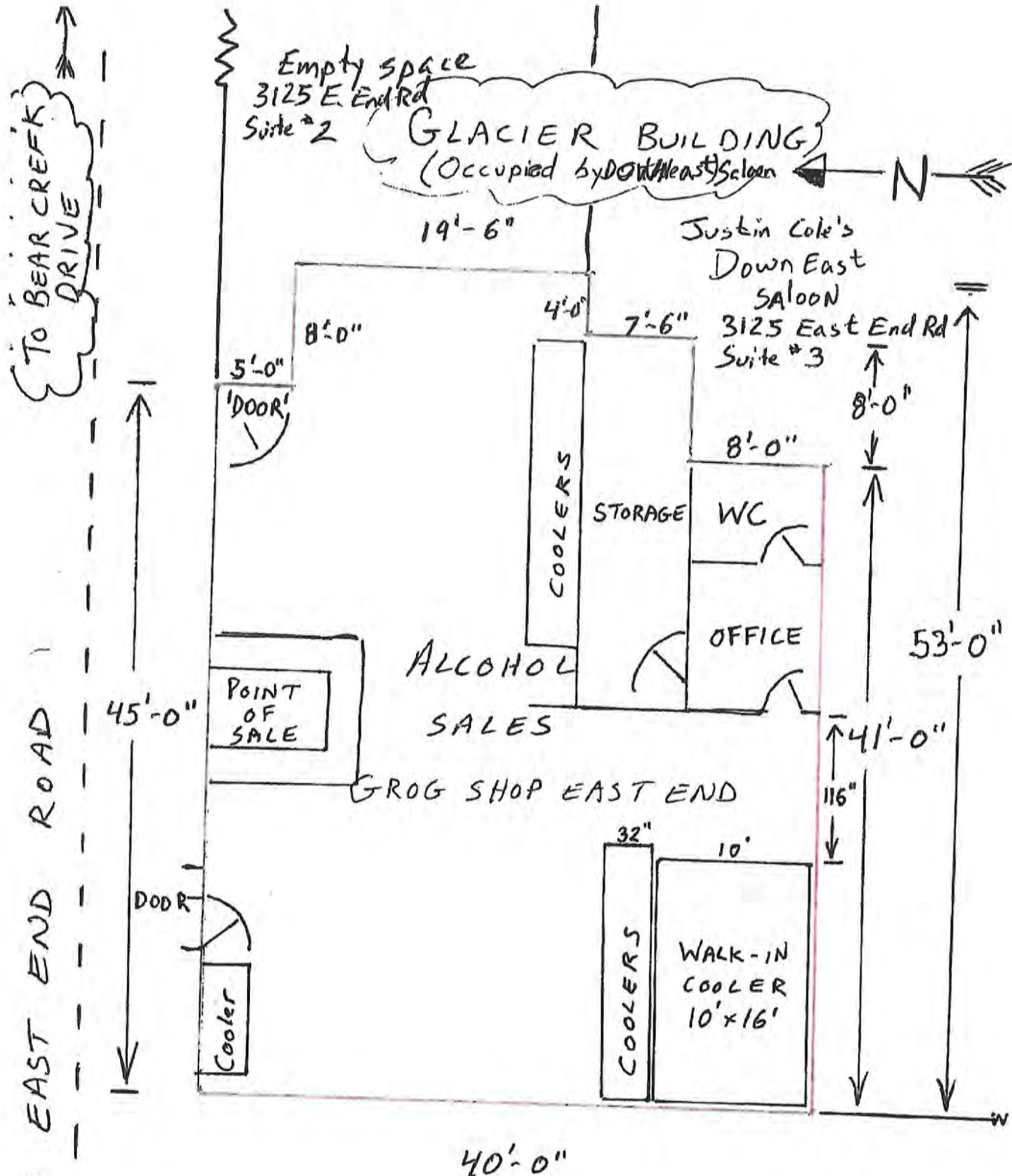
Yes No

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

Section 1 - Establishment Information

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

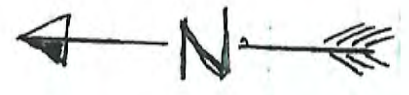
Licensee:	Uncle Thirsty's LLC	License Number:	2301		
License Type:	Package Store				
Doing Business As:	Grog Shop East End				
Premises Address:	3125 East End Rd				
City:	Homer, AK	State:	AK	ZIP:	99603



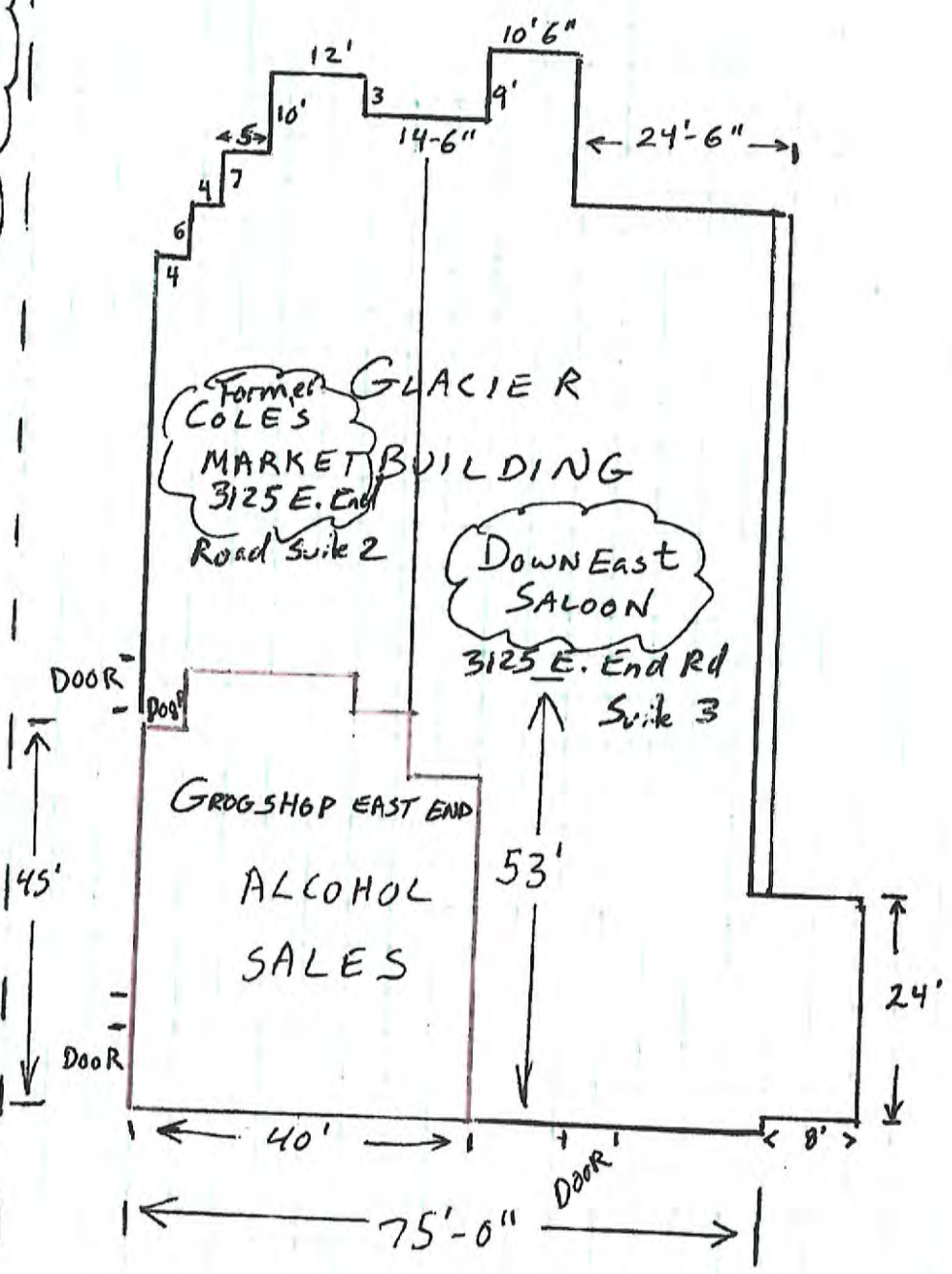
LICENSE 2301 - GROG SHOP EAST END

3125 EAST END ROAD
(LOCATED IN "GLACIER BUILDING")
See next page

TO BEAR CREEK DRIVE



EAST END ROAD



100'-0"

LICENSE 2301- GROG SHOP EAST END
3125 EAST END ROAD
LOCATION OF PREMISES WITHIN GLACIER BD.



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

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

What is this form?

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

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

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

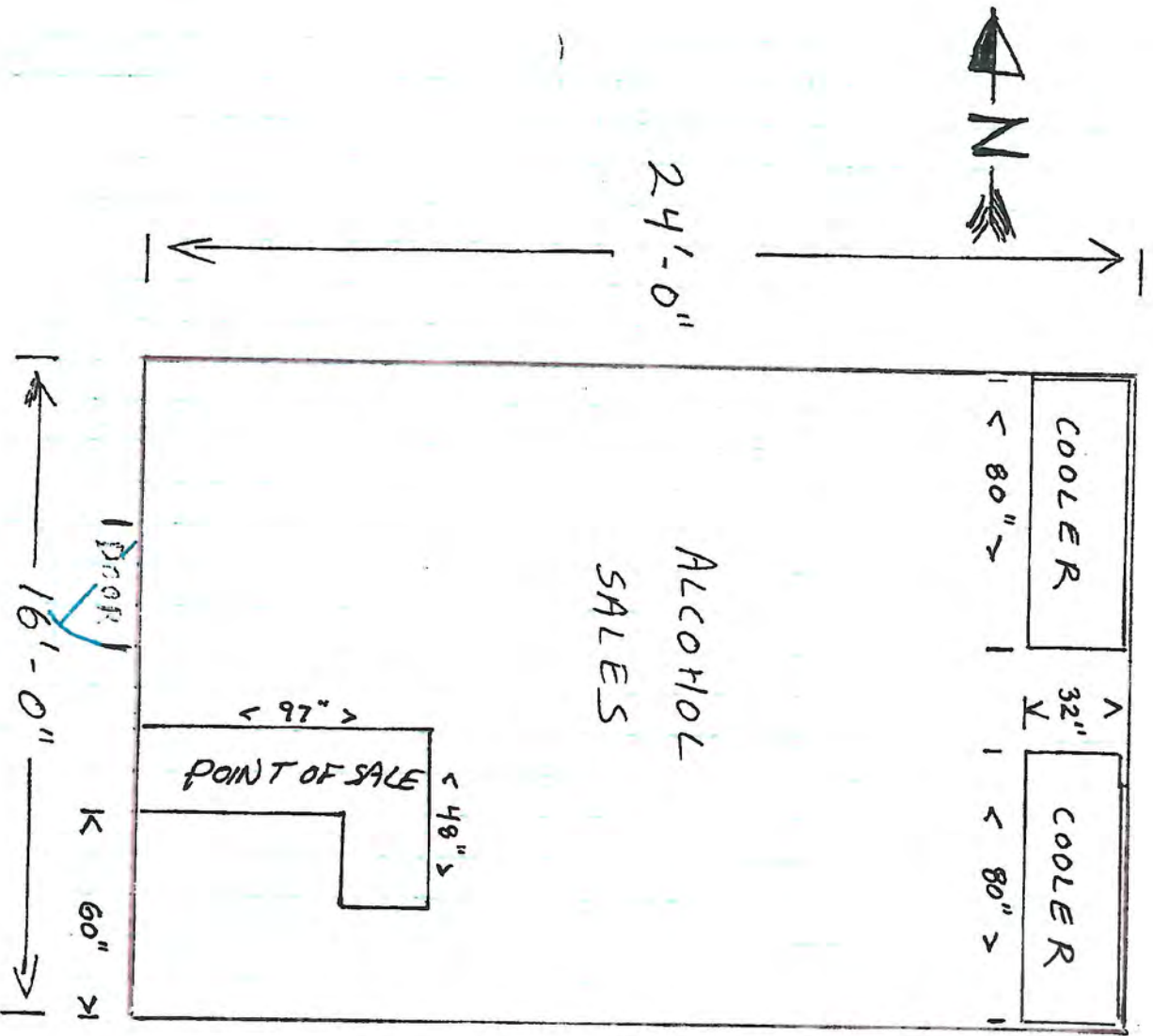
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form. Yes No

Section 1 - Establishment Information

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

Licensee:	<i>Wade Thirsty's LLC</i>	License Number:	<i>2531</i>
License Type:	<i>off premise package store - seasonal</i>		
Doing Business As:	<i>Homer Liquor & Wine Co.</i>		
Premises Address:	<i>442424 Homer Spit Rd. ID4</i>		
City:	<i>Homer</i>	State:	<i>AK</i>
		ZIP:	<i>99603</i>

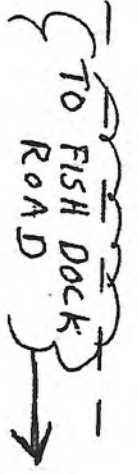
AMCO Rcvd 6/13/2022



LICENSE # 2531 - HOMER LIQUOR & WINE CO.

4474-4 HOMER SPIT RD.

HOMER SPIT RD.





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

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

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Uncle Thirsty's LLC		License #:	2531	
License Type:	Package Store		Statutory Reference:	04.11.150	
Doing Business As:	Homer Liquor + Wine Store TB				
Premises Address:	4474 Homer Spit Rd #4				
City:	Homer	State:	AK	ZIP:	99603
Local Governing Body:	City of Homer				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:		Transaction #:	100539718
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 - Transferee Information

Enter information for the new applicant and/or location seeking to be licensed.

Licensee:	Uncle Thirsty's LLC			
Doing Business As:	Homer Liquor & Wine			
Premises Address:	4474 Homer Spit Rd #4			
City:	Homer	State:	AK	ZIP: 99603
Community Council:	N/A			

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

Designated Licensee:	Tom Beck			
Contact Phone:	907-299-8667	Business Phone:	907-235-5101	
Contact Email:	dearunclethirsty@gmail.com			

Seasonal License? Yes No
 If "Yes", write your six-month operating period: April-September 30

Section 3 - Premises Information

Premises to be licensed is:

an existing facility a new building a proposed building

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

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

5.9 miles

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

5.6 miles



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.
 If more space is needed, please attach a separate sheet with the required information.
 The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.
 If more space is needed, please attach a separate sheet with the required information.

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

Entity Official:	Thomas Beck				
Title(s):	Owner	Phone:	907-299-8667	% Owned:	100%
Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

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

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

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

DOC Entity #:	10189583	AK Formed Date:	3/10/2022	Home State:	AK
Registered Agent:	Thomas Beck	Agent's Phone:	(907) 299-8667		
Agent's Mailing Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603

Residency of Agent:

Yes No

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

AMCO
FEB 23 2023



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

Thomas Beck - Package Store Licenses # 2301 - Grog Shop East End
479 - The Grog Shop
3176 - Patel's
3472 - Patel's #2
4432 - Rum Locker

Section 7 – Authorization

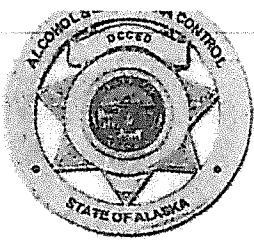
Communication with AMCO staff:

Yes No

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

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

[Empty box for disclosure]



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

T. Beck

Signature of transferor

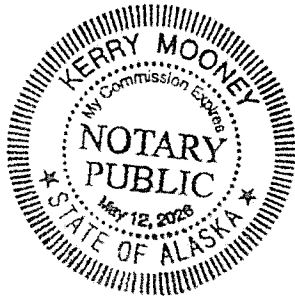
Thomas Beck

Printed name of transferor

Subscribed and sworn to before me this 1st day of February, 2023.

Kerry Mooney

Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: 5/12/2028

Patrick R. Driscoll

Signature of transferor

Patrick R. Driscoll

Printed name of transferor

Subscribed and sworn to before me this 28 day of July, 2023.

Jessica A. Hottle

Signature of Notary Public



Notary Public in and for the State of Virginia

My commission expires: 7/31/2024



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

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

TB

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

TB

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

TB

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

TB

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

TB

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

TB



T. Beck

Signature of transferee

Thomas Beck

Printed name

Kerry Mooney

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/12/2026

Subscribed and sworn to before me this 1st day of February, 2023.

FEB 15 2023



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

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

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Uncle Thirsty's LLC		License #:	3176	
License Type:	Package Store		Statutory Reference:	04.11.150	
Doing Business As:	Patel's				
Premises Address:	4470 Homer Spit Rd Suite C				
City:	Homer	State:	AK	ZIP:	99603
Local Governing Body:	City of Homer				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:		Transaction #:	100539718
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	Uncle Thirsty's LLC			
Doing Business As:	Patel's			
Premises Address:	4470 Homer Spit Rd suite C			
City:	Homer	State:	AK	ZIP: 99603
Community Council:	N/A			

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

Designated Licensee:	Thomas Beck			
Contact Phone:	(907) 299-8667	Business Phone:	(907) 235-5101	
Contact Email:	dearunclethirsty@gmail.com			

Seasonal License? Yes No
 If "Yes", write your six-month operating period: April 1 - Sept 30

Section 3 – Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

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

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

5.9 miles

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

5.6 miles



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.
 If more space is needed, please attach a separate sheet with the required information.
 The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

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

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

Entity Official:	Thomas Beck				
Title(s):	Owner	Phone:	(907) 299-8667	% Owned:	100%
Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

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

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

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

DOC Entity #:	10189583	AK Formed Date:	3/10/2022	Home State:	AK
Registered Agent:	Thomas Beck	Agent's Phone:	(907) 299-8667		
Agent's Mailing Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603

Residency of Agent: Yes No

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



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

Thomas Beck - Package Store licenses #479 - The Gray Shop
 #2301 - Gray Shop East End
 #2531 - Homer Liquor & Wine
 #3472 #3470 - Patel's #2
 #4432 - Rum Locker

Section 7 – Authorization

Communication with AMCO staff:

Yes No

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

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

[Empty box for disclosure]



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

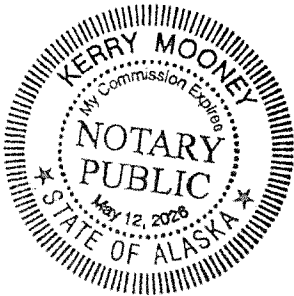
I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Signature of transferor

Thomas Beck

Printed name of transferor

Subscribed and sworn to before me this 1st day of February, 2023.



Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/12/2026

Signature of transferor

Patrick R. Driscoll

Printed name of transferor

Subscribed and sworn to before me this 28 day of July, 2023.



Signature of Notary Public

Notary Public in and for the State of Virginia

My commission expires: 7/31/2024



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

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

TB

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

TB

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

TB

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

TB

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

TB

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

TB



Thomas Beck

Signature of transferee

Thomas Beck

Printed name

Kerry Mooney

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/12/2026

Subscribed and sworn to before me this 1st day of February, 2023.



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

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

What is this form?

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

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

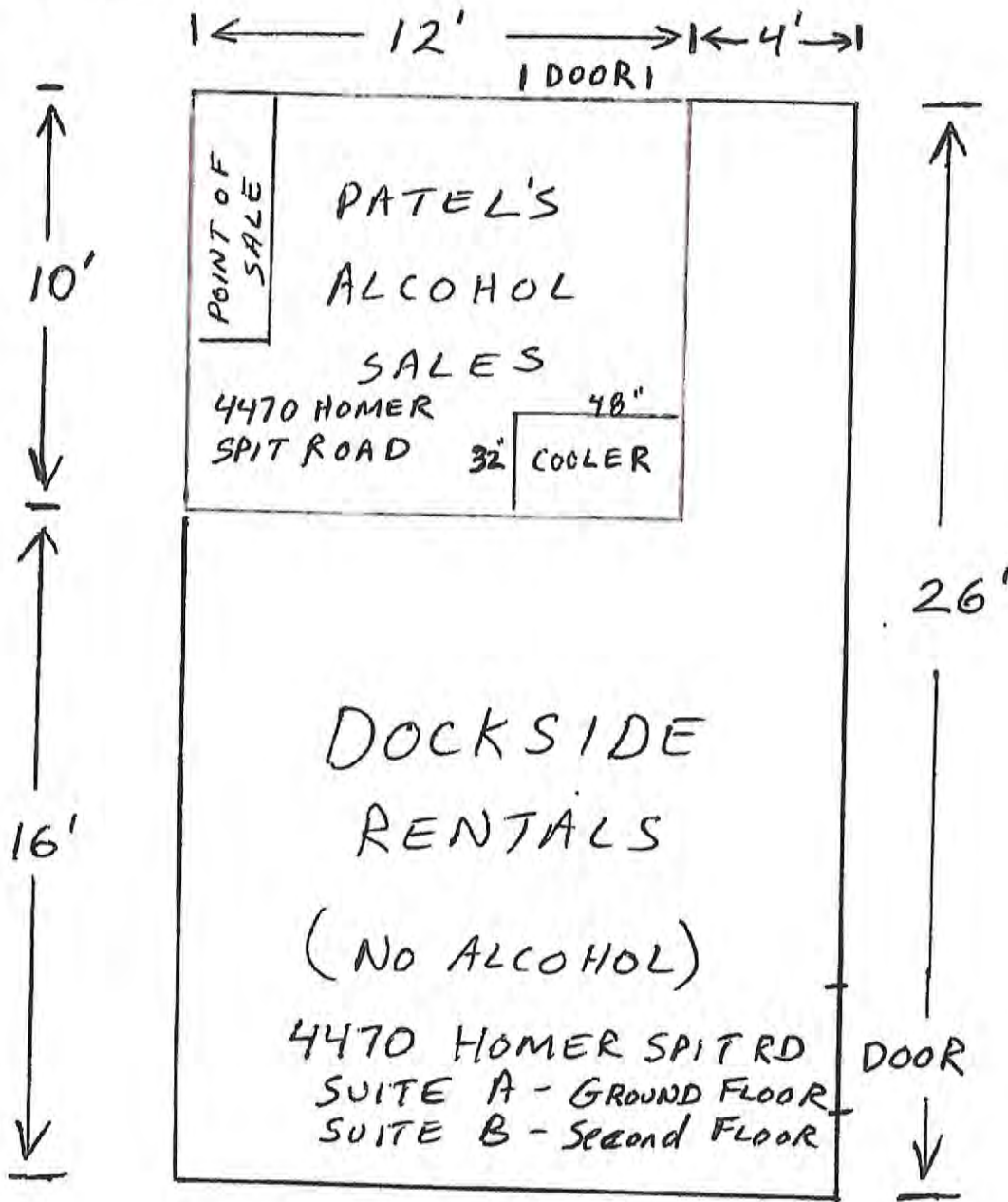
This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form. Yes No

Section 1 - Establishment Information

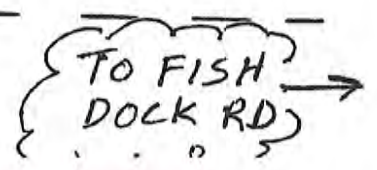
Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Uncle Thirsty's LLC	License Number:	3176
License Type:	Off premises package store seasonal		
Doing Business As:	Patel's		
Premises Address:	4470 Homer Spit Rd		
City:	Homer	State:	AK
		ZIP:	99603



LICENSE # 3176 - PATEL'S
 4470 HOMER SPIT RD

HOMER SPIT ROAD





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

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

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Uncle Thirsty's LLC		License #:	3472	
License Type:	Package Store		Statutory Reference:	04.11.150	
Doing Business As:	Patel's #2				
Premises Address:	4287 Homer Spit Rd #1				
City:	Homer	State:	AK	ZIP:	99603
Local Governing Body:	City of Homer				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:		Transaction #:	100539718
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	

AMCO
 FEB 20 2023



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	Uncle Thirsty's LLC			
Doing Business As:	Patel's #2			
Premises Address:	4287 Homer Spit Rd #1			
City:	Homer	State:	AK	ZIP: 99603
Community Council:	N/A			

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

Designated Licensee:	Thomas Beck		
Contact Phone:	(907) 299-8667	Business Phone:	(907) 235-5101
Contact Email:	dearunclethirsty@gmail.com		

Seasonal License? Yes No
 If "Yes", write your six-month operating period: April 1 - Sept 30

Section 3 – Premises Information

Premises to be licensed is:

an existing facility a new building a proposed building

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

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

5.9 miles

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

5.6 miles

FEB 16 2023



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6. If more space is needed, please attach a separate sheet with the required information.

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

Entity Official:	Thomas Beck				
Title(s):	Owner	Phone:	(907) 299-8667	% Owned:	100
Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603

FEB 3 2025



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

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

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

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

DOC Entity #:	10189583	AK Formed Date:	3/10/2022	Home State:	AK
Registered Agent:	Thomas Beck	Agent's Phone:	(907) 299-8667		
Agent's Mailing Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603

Residency of Agent: Yes No

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



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

*Thomas Beck - Package Store Licenses # 479 - Grog Shop
 # 2301 - Grog Shop East End
 # 2531 - Homer Liquor + Wine
 # 3176 - Patel's
 # 4432 - Rum Locker*

Section 7 – Authorization

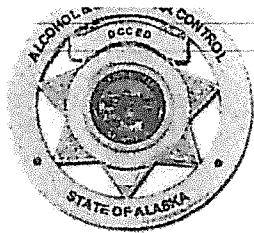
Communication with AMCO staff:

Yes No

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

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

[Empty box for disclosure]



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

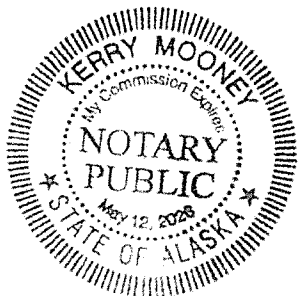
T. Beck

Signature of transferor

Thomas Beck

Printed name of transferor

Subscribed and sworn to before me this 1st day of February, 2023.



Kerry Mooney

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/12/2026

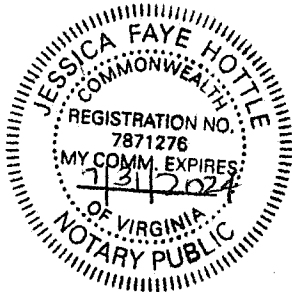
Patrick R. Discard

Signature of transferor

Patrick R. Discard

Printed name of transferor

Subscribed and sworn to before me this 28 day of July, 2023.



Jessica F Hottle

Signature of Notary Public

Notary Public in and for the State of Virginia

My commission expires: 7/31/2024



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

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

TB

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

TB

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

TB

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

TB

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

TB

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

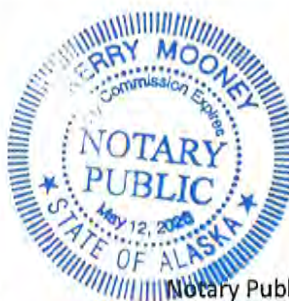
TB

T. Beck

Signature of transferee

Thomas Beck

Printed name



Kerry Mooney

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/12/2026

Subscribed and sworn to before me this 1st day of February, 2023.



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

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

What is this form?

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

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

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

Yes No

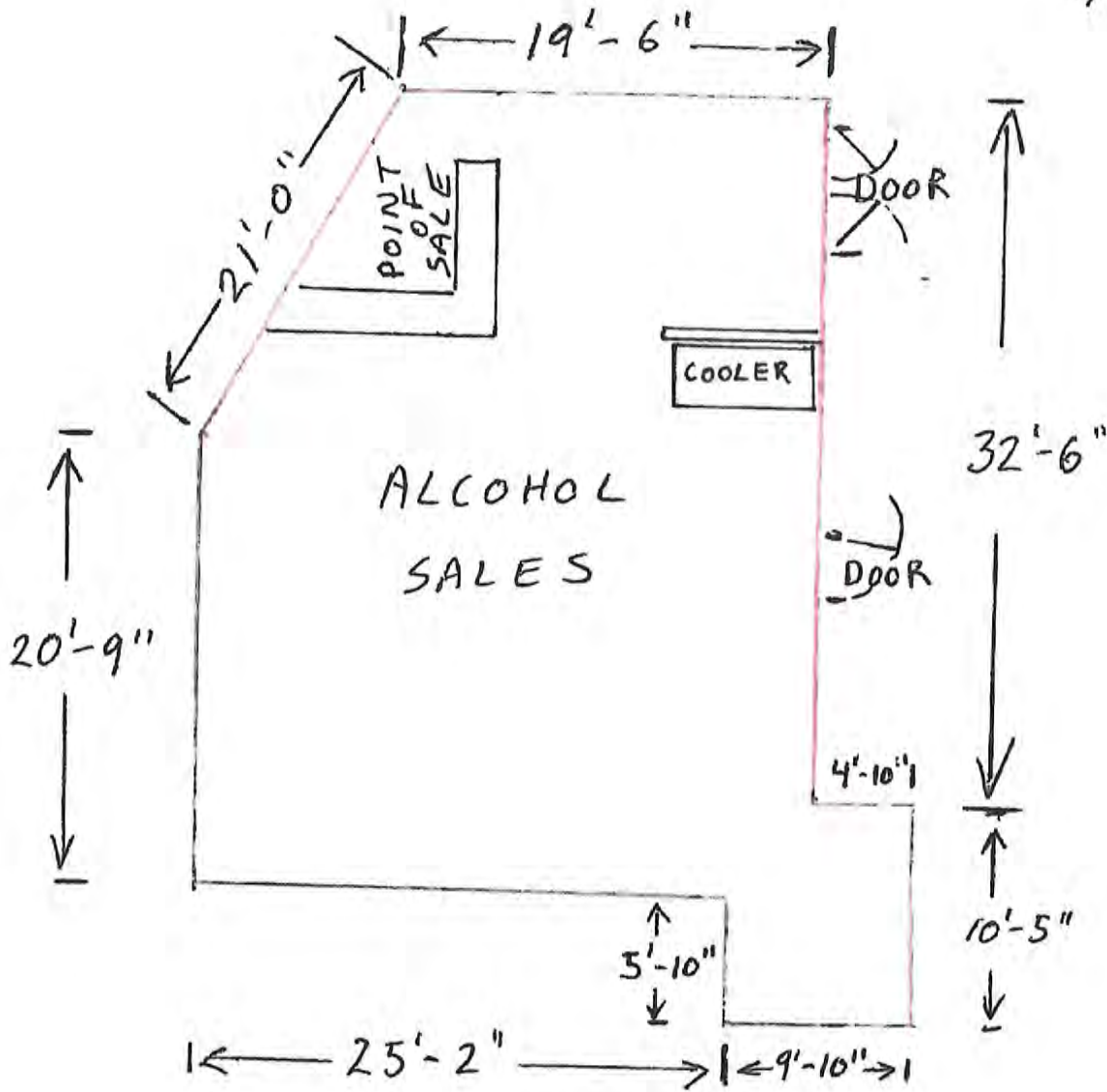
I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 - Establishment Information

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

Licensee:	Uncle Thirsty's LLC		License Number:	3472	
License Type:	Off premise Package Store - Seasonal				
Doing Business As:	Patel's #2				
Premises Address:	4287 Humer Spit Rd #21				
City:	Homer	State:	AK	ZIP:	99603

4287



LICENSE # 3472 - PATEL'S # 2
 4287 # 1 HOMER SPIT ROAD
 *1 (standalone building - not attached)



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

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

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Uncle Thirsty's LLC		License #:	4432	
License Type:	Package Store		Statutory Reference:	04.11.150	
Doing Business As:	Rum Locker				
Premises Address:	276 Olsen Lane Suite #3				
City:	Homer	State:	AK	ZIP:	99603
Local Governing Body:	City of Homer				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:		Transaction #:	100539718
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	Uncle Thirsty's LLC			
Doing Business As:	Rum Locker			
Premises Address:	276 Olsen Lane Suite #3			
City:	Homer	State:	AK	ZIP: 99603
Community Council:	N/A			

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

Designated Licensee:	Thomas Beck			
Contact Phone:	(907) 299-8667	Business Phone:	(907) 235-5101	
Contact Email:	dearunclethirsty@gmail.com			

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

Section 3 – Premises Information

Premises to be licensed is:

an existing facility a new building a proposed building

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

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

1,900'

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

675'



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6. If more space is needed, please attach a separate sheet with the required information.

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

Entity Official:	Thomas Beck				
Title(s):	Owner	Phone:	(907) 299-8667	% Owned:	100%
Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

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

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

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

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

DOC Entity #:	10189583	AK Formed Date:	3/10/2022	Home State:	AK
Registered Agent:	Thomas Beck	Agent's Phone:	(907) 299-8667		
Agent's Mailing Address:	369 E. Pioneer Ave				
City:	Homer	State:	AK	ZIP:	99603

Residency of Agent: Yes No

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



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

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

Thomas Beck - Package Store Licenses # 479 - Grog Shop
2301 - Grog Shop East End
2531 - Homer Liquor & Wine
3176 - Patel's
3472 Patel's #2

Section 7 – Authorization

Communication with AMCO staff:

Yes No

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

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

[Empty box for disclosure]



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 - Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

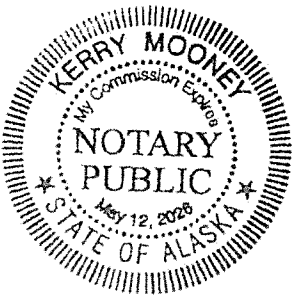
T. Beck

Signature of transferor

Thomas Beck

Printed name of transferor

Subscribed and sworn to before me this 1st day of February, 2023.



Kerry Mooney

Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: 5/12/2026

Patricia R. Driscoll

Signature of transferor

Patricia R. Driscoll

Printed name of transferor

Subscribed and sworn to before me this 28 day of July, 2023.



Jessica F Hottle

Signature of Notary Public

Notary Public in and for the State of Virginia.

My commission expires: 7/31/2024



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

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TB

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

TB

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TB

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

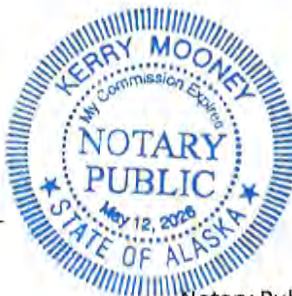
TB

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

TB

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

TB



T. Beck
Signature of transferee
Thomas Beck
Printed name

Kerry Mooney
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 5/12/2026

Subscribed and sworn to before me this 1st day of February, 2023.

AMCO
FEB 15 2023



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

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

What is this form?

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

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

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

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form. Yes No

Section 1 - Establishment Information

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

Licensor:	Uncle Timmy's LLC	License Number:	4432 2880
License Type:	off-premises Package Store		
Doing Business As:	The Runa Locker		
Premises Address:	276 Olsen Lane #3		
City:	Homer	State:	AK ZIP: 99603

FAT OLIVE'S
RESTAURANT

276 OLSEN LANE
SUITE 1

See next page
for details of the
building the Rum
Locker is located in

RUM
LOCKER
276 OLSEN LANE
SUITE 3

WALK-IN
COOLER
10'x19'-3"

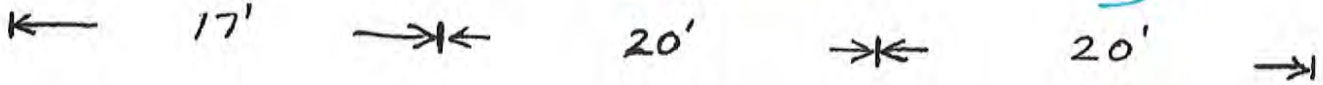
ALCOHOL SALES

26"
POINT OF SALE
134"

40'
FAT OLIVES
STORAGE
276 OLSEN
LANE SUITE 2
(Storage for
Fat Olive's)

Entrance to
Fat Olives
Restaurant

ENTRANCE



PACKAGE STORE LICENSE 4432 - RUM LOCKER
276 OLSEN LANE, SUITE 3

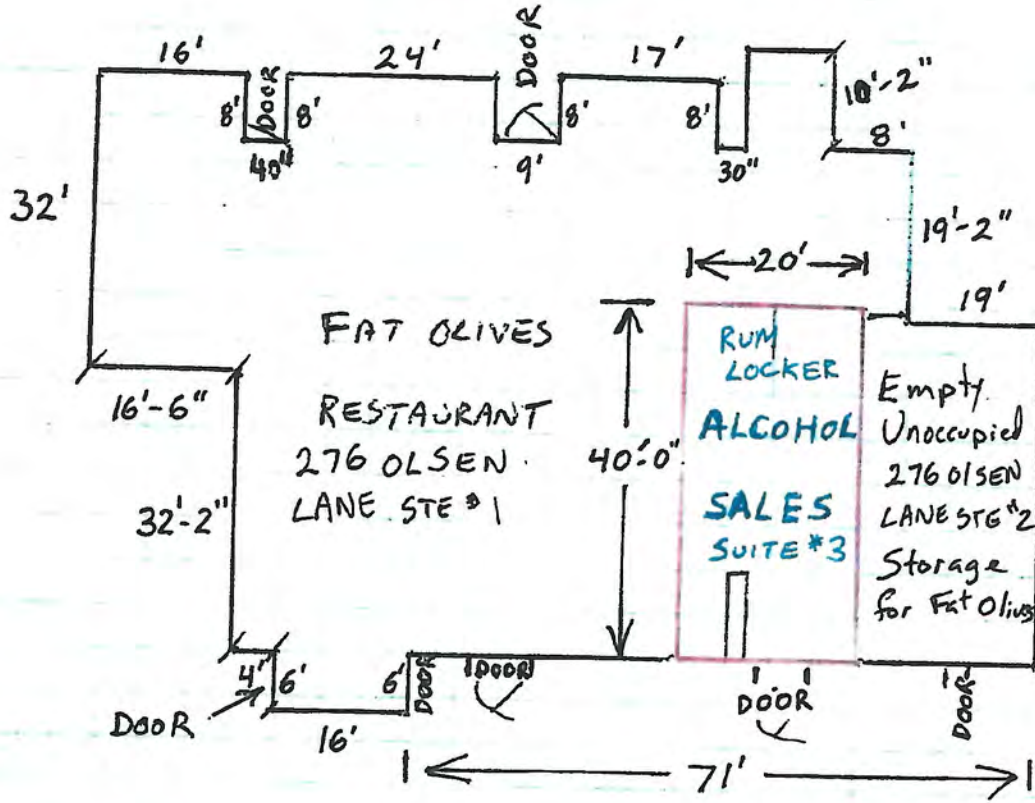
TO STERLING
HIGHWAY



TO OLSEN LANE



STERLING HIGHWAY
TO OLSEN LANE



LICENSE 4432 - RUM LOCKER
276 OLSEN LANE SUITE 3

OLSEN LANE



City of Homer

www.cityofhomer-ak.gov

Police Department

625 Grubstake Avenue

Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: ZACH PETTIT, DEPUTY CITY CLERK

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

FROM: MARK ROBL, POLICE CHIEF

DATE: AUGUST 10, 2023

SUBJECT: LIQUOR LICENSE TRANSFER FOR THE GROG SHOP, GROG SHOP EAST END, PATEL'S, PATEL'S 2, HOMER LIQUOR & WINE, AND RUM LOCKER

Homer Police Department has no objection to the Alcohol and Marijuana Control Office of Liquor License Transfer Applications within the City of Homer for the following businesses:

License Type: Package Store
License #: 479
DBA Name: The Grog Shop
Service Location: 369 East Pioneer Avenue, Homer, AK 99603
Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

License Type: Package Store
License #: 2301
DBA Name: Grog Shop East End
Service Location: 3125 East End Road, Homer, AK 99603
Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

License Type: Package Store
License #: 3176
DBA Name: Patel's
Service Location: 4470 Homer Spit Road, Homer, AK 99603
Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

License Type: Package Store
License #: 3472
DBA Name: Patel's #2
Service Location: 4287 Homer Spit Road, Homer, A

Licensee: Uncle Thirsty's,
LLC Contact Person: Tom Beck

License Type: Package
Store License #: 2531
DBA Name: Homer Liquor & Wine Company
Service Location: 4474 Homer Spit Road, Homer, AK
99603 Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck

License Type: Package
Store License #: 4432
DBA Name: Rum Locker
Service Location: 276 Olsen Lane, Suite 3, Homer, AK
99603 Licensee: Uncle Thirsty's, LLC
Contact Person: Tom Beck



MEMORANDUM

**Resolution 23-080, A Resolution of the City Council of Homer, Alaska Approving a Sublease Assignment at the Homer Airport Terminal to Sterling Airways DBA Aleutian Airways, an Alaskan Corporation for 3 years with Option for (2) Nine Month Extensions and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.
City Manager**

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: 09 August 2023
From: Bryan Hawkins, Port Director
Through: Rob Dumouchel, City Manager

Sterling Airways dba Aleutian Airways has submitted a lease application requesting a new short term lease at the Homer Airport Terminal for the purpose of conducting scheduled charter passenger air carrier operations.

The Homer Airport Terminal building is owned by the City of Homer, while the land is leased to the City by the State of Alaska. The lease with the State has a five year term remaining, beyond which the City cannot sublease space long term within the terminal. There is a provision for a month to month continuation of both the City lease with the State and for subleases within the terminal building. HCC 18 specifies within it that lease options to renew are limited to 25% of the original term. Aleutian Airways has requested a 3 year term with 2 extensions (restricted to 9 months each). This combination will take us close to the end date of our own land lease with the State, but shall not exceed it. Aleutian Airways will be operating through the 3rd counter area in the cargo wing and have expressed intent to enter into a services agreement/arrangement with Kenai Aviation for assistance with turning their planes around and baggage handling.

The City Manager and Lease Staff have reviewed the request and found the proposal to be compatible with applicable regulations and meets the criteria outlined in City Code.

Recommendation

Adoption of Resolution 23-080

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 23-080

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A SUBLEASE ASSIGNMENT AT THE HOMER AIRPORT TERMINAL TO STERLING AIRWAYS DBA ALEUTIAN AIRWAYS, AN ALASKAN CORPORATION, FOR 3 YEARS WITH OPTION FOR (2) NINE MONTH EXTENTIONS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, Sterling Airways submitted to the City a completed lease application requesting as sublease within the Homer Airport terminal of 384 sq. feet for the available cargo counter and back bay area for conducting chartered passenger airline services; and

WHEREAS, The available lease area they are requesting to sublease has been vacant for at least 5 years, and a City staff review of the proposal has deemed that it will utilize the space well, provide a beneficial use/service for the City, and fulfills required rules and regulations for the area; and

WHEREAS, The Prime lease the City holds with the State for the land terminates on March 30 2028 and Aleutian Airways request of a 3 year term with the option for 2 nine month extensions will comply with this timeline ; and

WHEREAS, Rent for this space is set at \$17,095.68 per annum which will be allocated to the city's airport revenues; and

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

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the sub lease assignment of 384 square feet of space within the Homer Airport Terminal for an annual rent of \$17,095.68, and authorizes the City Manager to execute appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 28th day of August, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

45 ATTEST:

46

47 _____

48 MELISSA JACOBSEN, MMC, CITY CLERK

49

50 Fiscal note: \$17,095.68 additional revenue - GL code 100-0045-4655



City Lease Application For City-Owned Real Property

Office of the City Manager
491 East Pioneer Avenue
Homer, Alaska 99603
Phone: (907) 235-3121
Fax: (907) 235-3148

citymanager@cityofhomer-ak.gov

Lease Application Instructions

- The information provided on the following form shall be used by City Staff, City Council, and the Port and Harbor Advisory Commission (for City land on the Homer Spit) during the review process of your lease proposal. It is considered public information and will be included in the public meeting packets.
- Any financial information/documents included with your application is considered confidential and will be used by City Staff only; it will not be part of the public review process.
- Please complete all sections of the form, or put "N/A" if non-applicable.
- All applicable fees must be included with your application in order to process the application. Payments can be made either by check payable to "City of Homer" or by credit card. Current fees established by the City Fee Schedule are:

Lease Application Fee – For New Long-Term Leases	\$1,000.00
Lease Amendment/Transfer Fee – For Assignment of an Existing Lease to a New Lessee	\$500.00

- Submit your completed application, required documents, and application fee to:

Bella Vaz, Assistant to the City Manager
 City Manager's Office
 491 E Pioneer Avenue
 Homer, AK 99603
 Email: bvaz@cityofhomer-ak.gov
 Direct Phone: (907) 435-3102
- Your application will go through an initial review to ensure completeness and Lease Staff will be in touch to coordinate any follow-up meetings, requests for missing information, and to schedule your lease application/proposal for the applicable public meetings.
- Lease applications and proposal are evaluated based on the criteria outlined in HCC 18.08.060.

Lease Application Questions?

Contact Bella Vaz, Assistant to the City Manager
Email: bvaz@cityofhomer-ak.gov
Direct Phone: (907) 435-3102



City Lease Application For City-Owned Real Property

Office of the City Manager
491 East Pioneer Avenue
Homer, Alaska 99603
Phone: (907) 235-3121
Fax: (907) 235-3148

citymanager@cityofhomer-ak.gov

Lease Application Purpose

- Request for New Lease; New Lessee – Applicant is not currently a City lessee
- Request for New Lease; Existing Lessee – Applicant is a current lessee with no remaining options to renew
- Request for Assignment of Lease – Applicant is requesting to have an existing lease transferred to a new owner/business

Property Information

Physical Address:	3720 FAA Rd, Homer, AK 99603			
Square Footage:	384	<input type="checkbox"/> Full Lot	<input type="checkbox"/> Portion of Lot	KPB Parcel No.:
Legal Description of Property:	Cargo space inside of the airport terminal.			

Applicant Information

Business Name:	Sterling Airways dba Aleutian Airways		
Representative's Full Name & Title:	Brian Whilden General Manager		
Mailing Address:	6751 S. Airpark Place		
City, State, ZIP Code:	Anchorage, AK 99502		
Phone Number(s):	907-600-7051		
Email:	brian.whilden@flysterling.com		

Business Entity & Financial Information

<input type="checkbox"/>	Sole or Individual Proprietorship – Attached documentation must provide owner's full name, address, and verify they are the sole owner.		
	Is entity authorized to do business in Alaska? <input type="checkbox"/> No <input type="checkbox"/> Yes – As of what date:		
<input type="checkbox"/>	Partnership – Attached documentation must provide Partners' full names, addresses, and share percentages.		
	Date of Organization:	Type of Partnership:	
	Is Partnership authorized to do business in Alaska? <input type="checkbox"/> No <input type="checkbox"/> Yes – As of what date:		

<input checked="" type="checkbox"/>	Corporation – Attached documentation must provide the full names of Officers and Principal Stockholders (10%+), their addresses, and share percentages.
	Date of Organization: 07/26/2021 Type of Corporation: C-Corp
	Is Corporation authorized to do business in Alaska? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – As of what date:
	Corporation is held: <input checked="" type="checkbox"/> Privately <input type="checkbox"/> Publicly – How and where is stock traded:
<input type="checkbox"/>	Other – Please explain:

Proof of Financial Capability to Meet Obligations:	<input type="checkbox"/> Documentation of Payment History: Documents such as a credit report and score from one of the three credit bureaus (i.e. Experian, Equifax, TransUnion) or records of prior lease history.
	<input type="checkbox"/> Documentation of Applicant’s Financial Backing: Records showing applicant has secured the funding necessary to implement their development/improvement plan and/or purchase the business (if applicable).
	<input type="checkbox"/> Documentation of Business’ Vitality: Minimum of two years (past year and current year) of financial statements; this includes a Balance Sheet and Profit/Loss Statement (Revenue/Expense Statement).

Surety Information:	Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in you organization holding more than a 10% interest? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance.
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Bankruptcy information:	Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt.
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Pending Litigation:	Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.
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Lease Proposal

Type of Business/ Proposed Use of the Property:	Airline. Passenger and Cargo check in, loading and movement.
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Requested Lease Term:	<input type="checkbox"/> Short Term Lease (One Year or Less) – Duration (in months): <input checked="" type="checkbox"/> Long Term Lease (More Than One Year) <ul style="list-style-type: none"> Standardized Lease is a 20-year term with two 5-year Options to Renew; City Manager may deviate from standardized lease term when reasonable and necessary, and approved by Council (18.08.030). No more than two Options to Renew; each option cannot exceed 25% of initial lease term (18.08.110). Duration (in years): 3 No. of Options to Renew: 2
Property Plan:	<input type="checkbox"/> Describe your Property Plan in your written narrative. Details should include but not be limited to: <ul style="list-style-type: none"> Proposed utilization of the lot/space, including parking If there are existing buildings on the property and what their proposed uses are Any intentions to rent out or sublease space on the property How the use is compatible with neighboring uses and consistent with applicable land use regulations including the Land Allocation Plan; Comprehensive Plan <input type="checkbox"/> Provide a detailed schematic (to scale) that shows the following: <ul style="list-style-type: none"> Size of lot – dimensions and total square footage Placement/size of existing buildings, storage units, and other miscellaneous structures Parking spaces – numbered on the drawing with a total number indicated Note: an as-built survey from a licensed surveyor may be required
Development Plan:	Do you have a development and/or improvement plan for the property, including plans for repairs or maintenance to any existing buildings? <input type="checkbox"/> Yes In your written narrative, provide as much information as possible on how you intend to develop/improve the property. Include a time schedule from project initiation to completion, major project milestones, cost estimate and financing plan, and any additional designs not already provided in the Property Plan’s detailed schematic. <input checked="" type="checkbox"/> No In your written narrative, explain why.
City Planning & Other Agency Approvals:	Does your business/proposed use and/or development plan require agency approval? The granting of any lease is contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate City, State and/or Federal agencies. This includes but is not limited to: <ul style="list-style-type: none"> Applicable permits/approval from City Planning for zoning compliance, such as Conditional Use Permits, Zoning Permits Fire Marshall Plan Review and Permitting Waste Disposal System Plan Approval – Includes fish waste if applicable Other applicable permits/inspection statements from agencies such as U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, and Alaska Department of Environmental Conservation Division of Environmental Health <input type="checkbox"/> Explain in your written narrative what necessary approvals, permits, and/or inspections are applicable to your business/proposed use and the current status of your application with those agencies. <input type="checkbox"/> Attach any relevant documentation that verifies completion or pending status.

Insurance Requirements:	<p>The granting of any lease is contingent upon lessee obtaining and keeping in full force insurance as outlined in HCC 18.08.170. Certificates of insurance showing the required insurance is in effect and identifying the City as an additional insured must be provided to the City at the time a lease becomes effective and annually thereafter, and upon every change in insurance provider or insurance coverage.</p> <p><input checked="" type="checkbox"/> Provide proof of insurability for public liability insurance in the amount of not less than \$1,000,000 coverage per occurrence for bodily injury, including death, and property damage, and the City of Homer as co-insured. Additional insurance limits or types may be required due to the nature of the business, lease, or exposure.</p>
Benefits & Impacts on Community:	<p><input checked="" type="checkbox"/> In your written narrative answer the following questions:</p> <ul style="list-style-type: none"> • What experience do you have in the proposed business or venture? • How long have you resided or conducted business in the City, Kenai Peninsula Borough, and/or the State of Alaska? • What are some of the economic, social, and financial benefits and/or impacts your business/proposed use brings to the community?
Applicant References:	<p><input checked="" type="checkbox"/> In your written narrative, list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.</p> <p>Each reference must include the following:</p> <ul style="list-style-type: none"> • Full Name • Name of the organization/business and their title at this entity • Address • Phone number and email address • Nature of association with Applicant
Additional Information:	<p><input type="checkbox"/> Include in your written narrative, or attach relevant documentation, that you deem pertinent to your application/lease proposal. Criteria for evaluating and approving proposals and competing lease applications can be found under HCC 18.08.060.</p>

Required Attachments/Documentation

<input checked="" type="checkbox"/> Written Narrative
<input checked="" type="checkbox"/> Business Entity and Licensing Information <ul style="list-style-type: none"> • State of Alaska Business License • Current State of Alaska Biennial Report • If Partnership: Statement of Partnership/Partnership Agreement • If Corporation: Articles of Incorporation & Bylaws • Any additional documentation concerning the formation or operation of the entity
<input checked="" type="checkbox"/> Financial Information
<input type="checkbox"/> Property Plan – Detailed Schematic of Property
<input type="checkbox"/> Development Plan documents/plans, if any
<input type="checkbox"/> Proof of Insurability; verification that insurance can be provided at signing of lease

City Planning & Other Agency Approval Information, if any

Application Signatures

By signing, I agree that the above information is true and correct to the best of my knowledge. I certify that I am authorized to sign as the applicant on behalf of the entity I represent.

Signature: Brian Whilden Digitally signed by Brian Whilden Date: 2023.07.28 12:05:49 -08'00' Date: 07/28/2023

Printed Name & Title: Brian Whilden General Manager

Office Use Only

Received By & Date: <u>7/28/23</u>	Fee Processed: \$ <u>1000</u>	Date:
Date Application Accepted as Complete/Submitted for Review: <u>7/28/23</u>	Application Timeout Date: (1 year from receipt)	
Submitted for Dept. Review: <input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Port & Harbor <input checked="" type="checkbox"/> Economic Development <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Public Works		
Submitted for City Manager Review: <u>yes</u> <input checked="" type="checkbox"/> Approved on: <u>8/14/23</u> <input type="checkbox"/> Denied on:		
For Existing Leases Exempt from Competitive Bidding:	Current Lease Expires with No Options to renew: <u>N/A</u>	
	6 mos. Prior to date of lease termination (Council Approval Deadline): _____	
	Request received within 12 to 18 mo. timeframe from expiration of lease date: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Aleutian Airways

777 West Putnam Avenue, First Floor, Greenwich, CT 06830

owned by

Sterling Airways, Inc.

is licensed by the department to conduct business for the period

January 10, 2023 to December 31, 2024
for the following line(s) of business:

48 - Transportation and Warehousing



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

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

Julie Sande
Commissioner

Aleutian Airways
777 West Putnam Avenue
First Floor
Greenwich, CT 06830

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Sterling Airways

10794 Craig Blvd, Jacksonville, FL 32225

owned by

Via Acquisitions Limited

is licensed by the department to conduct business for the period

September 24, 2021 to December 31, 2022
for the following line(s) of business:

48 - Transportation and Warehousing



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

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

Julie Anderson
Commissioner

Sterling Airways
10794 Craig Blvd
Jacksonville, FL 32225

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "STERLING AIRWAYS, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF JULY, A.D. 2021.



Jeffrey W. Bullock, Secretary of State

5961722 8300

SR# 20212786934

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203757579

Date: 07-26-21

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VIA AIRLINES, INC.", CHANGING ITS NAME FROM "VIA AIRLINES, INC." TO "STERLING AIRWAYS, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF JULY, A.D. 2021, AT 12:13 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

5961722 8100
SR# 20212786934

Authentication: 203757578
Date: 07-26-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

A. NEW OWNERSHIP AND MANAGEMENT OF VIA AIRLINES.

a. Via Airlines, Inc.

8. *Organization.* Via Airlines, Inc. is a Delaware corporation.

9. *Managing Officers/Key Personnel.*² The following are Via's managing officers and key technical/operational personnel:

CEO and Chairman: Mr. Wayne Heller is a well-known and experienced senior airline manager with more than 35 years of experience in the industry overseeing scheduled airline operations. From 2002-2015, Mr. Heller served as Executive Vice President and Chief Operating Officer at Republic Airways Holdings, parent company of several regional air carriers, i.e., Republic Airlines, Chautauqua Airlines, and Shuttle America. Prior to Republic, he served as Managing Director of System Operations at Mesaba Airlines in the late 1990s.

Vice President and Assistant Secretary: Mr. Arthur Amron is a Partner and the General Counsel of Wexford Capital LP and has significant experience in airline investments and management. Wexford previously owned Republic Airways, which in turn owned Republic Airlines, Chautauqua Airlines, and Shuttle America.

Vice President, Treasurer and Secretary: Mr. Andre Jakubowski is a Vice President at Wexford Capital LP, and has significant experience in and responsibility for financial matters relating to Wexford investments.

Director of Operations: Mr. Alex Osleger has extensive airline operational management experience. Mr. Osleger served as the Director of Operations ("DO") for Chautauqua Airlines, Republic Airlines, and Shuttle America. He also led the certification effort for Republic Airlines, the first airline certified under ATOS, and was the lead team member for the Chautauqua/Shuttle America single operating certificate under SMS. Mr. Osleger has also been a line pilot, line check airman, program manager, and Chief Pilot.

Director of Maintenance: Mr. Jeffrey Greubel has substantial airline maintenance experience. Mr. Greubel was the Director of Maintenance

² "Key personnel" include "the directors, president, chief executive officer, chief operating officer, all vice presidents, the directors or supervisors of operations, maintenance, and finance, and the chief pilot of the applicant or air carrier, as well as any part-time or full-time advisors or consultants to the management of the applicant or air carrier". 14 C.F.R. § 204.2(i).



Southeast Marine and Aviation Insurance

355 Alhambra Circle
Suite 1201
Coral Gables, Florida 33134
Tel: 305-779-7676
Fax: 305-779-7677
www.semainsurance.com

Date: March 15, 2023

To: Whom It May Concern

CERTIFICATE OF INSURANCE

BASIS: This Certificate of Insurance is issued by Southeast Marine & Aviation Insurance to evidence that certain insurance policies have been placed by ourselves in our capacity as Insurance Brokers to the Insured in respect of their required insurance of such policies.

DESCRIPTION OF INSURANCE: Subject to the coverage, terms, conditions, limitations, exclusions and cancellation provisions of the Policies mentioned below.

INSURED: **STERLING AIRWAYS** and/or their subsidiary and/or associated and/or affiliated companies and/or their employees and/or agents for their respective rights and interests.

POLICY PERIOD: 15 March 2023 to 15 March 2024, both days inclusive at 00:01 local standard time at the address of the Insured

GEOGRAPHICAL LIMITS: Worldwide subject to LSW617H (Amended to Delete B) and also excluding Cuba, Russia, Belarus, Ukraine and Crimea.

ORDER(S) HEREON: 100% insurance placed with certain Underwriters at Lloyd’s of London and various insurance companies

COVERAGE: AIRCRAFT HULL ALL RISKS
To cover Aircraft owned or operated by or on behalf of the Insured or for which the Insured is responsible as per Schedule against all risks of physical loss or damage subject to Agreed Values as per Aircraft Schedule. Cover is afforded to aircraft for Ground and In-Flight Risks.
Cover afforded under Hull Physical Damage includes coverage for loss and/or damages as a result of FOD (Foreign Object Damage/Ingestion). The coverage does not extend to DOD (Domestic Object Damage/wear and tear). Cover is subject to a deductible in respect of all losses (other than in the event of a Total Loss/Constructive Total Loss/Arranged Total Loss or Fire or Theft of the Aircraft):

SAAB 2000: USD 250,000 each and every claim

AIRCRAFT HULL WAR RISKS

To cover all Aircraft as per Schedule owned, operated, leased or used by or on behalf of the Insured or for which they are responsible for loss or damage against War Risks and Allied Perils including Confiscation and Hi-Jacking as per form, including Extortion and Hi-Jack Expenses and Confiscation by Government of Registration.

The Policy is on an agreed value basis but subject to a maximum agreed value of USD 5,000,000 any one aircraft.

The Aircraft Hull All Risks and Aircraft Hull War Risks Insurance are arranged separately and contain a 50/50 provisional claims settlement clause AVS103 which is a placing slip clause being an agreement between the two sets of Insurers. Therefore clause AVS103 will not form part of the respective policies.

LIABILITIES

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay.

The Limit of Legal Liability:

Combined Single Limit (Bodily Injury/Property Damage/ including Passenger Legal Liability) USD 350,000,000 any one occurrence/each aircraft/unlimited in all but in the aggregate including Products.

War Risks are covered in accordance with Extended Coverage Endorsement (Aviation Liabilities) AVN52E as contained in the Policy, but subject to a sub-limit of USD 350,000,000 any one occurrence and in the annual aggregate except in respect of passengers, cargo and mail on board the aircraft to whom the full policy limit shall apply

Personal Injury to persons other than passengers limited to USD 25,000,000 any one offence and in the aggregate within overall Combined Single Limit.

Cargo Liability limited to USD 150,000,000 any one occurrence.
Passenger Baggage Liability limited to USD 100,000 any one occurrence.

Hangarkeepers Liability included within the Combined Single Limit of USD 350,000,000 any one occurrence

SPARES

To cover loss of or damage to aircraft spares.
Maximum USD 10,000,000 any one occurrence

N.B. Any of the Aggregate Limits shown herein may be reduced or exhausted by virtue of claims made in respect of any of the Insured's Aircraft/activities/operations insured under their Aviation liability Insurances.

Equipment:

One (1) Saab 2000 Aircraft bearing Manufacturer's Serial No. 2000-021 and Registration Number N687PA valued at USD 3,750,000

One (1) Saab 2000 Aircraft bearing Manufacturer's Serial No. 2000-046 and Registration Number N462PA valued at USD 3,750,000

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of policy numbers AI 013468545-03.



AUTHORISED SIGNATORY

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

HOMER AIRPORT TERMINAL
AIR CARRIER/TICKET COUNTER SUBLEASE

THIS SUBLEASE IS MADE this September 15, 2023 between the City of Homer, an Alaska Municipal Corporation (“Sublessor”), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and Sterling Airways dba Aleutian Airways, an Alaskan Corporation (“Sublessee”), whose address is 6791 S. Airpark Place, Anchorage AK 99502.

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 as amended by Supplement No. 2 dated March 30, 2023 and may be further amended from time to time with the Lessor 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 384 square feet of space as more fully described and/or depicted on Exhibit A (“Leased Premises”) in the Homer Airport Terminal Building (“Building”) located on Lot 5A, Block 800, HOMER AIRPORT TRACTS according to the official plats on file with DOT/PF, Division of Aviation for the term, the rent, and subject to the covenants and conditions hereinafter provided. 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.

2. **TERM.** (a) The term of this Sublease shall commence on September 15 2023, and shall end on September 14 2026, with option for two (2) sublease extensions for nine (9) months each, unless sooner terminated as hereinafter provided.

(b) In any event, Sublessee may not occupy the Premises before the debtor currently in possession of the lease notices rejection or 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 the 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 sum of \$17,095.68 plus taxes (“Rent”). Rent shall be payable in monthly installments of \$1424.64 plus tax (“Monthly rent Payment”) in advance on the first day of each month, commencing on the date the term of this Sublease commences. 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.

4. USE OF PREMISES Sublessee shall use the Leased Premises for office space and ticket counter space for passenger or cargo transportation by air and related functions of aircraft operations and ticket sale and for no other use without City’s written consent. Sublessee agrees to comply with all federal, state and local laws, ordinances and regulations as well as the terms of the Prime Lease. 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 D.
- (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 judgement 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. Sublessee shall immediately cease and desist any conduct the City, in its sole discretion, determines is in violation of this subsection upon receiving written notification by the City of such violation.
- (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, any 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 provided by city shall be made. All keys including cargo area garage door openers must be returned to City at the expiration or termination of this Sublease. If more than two keys for one lock are desired, City will provide the same upon payment by Sublessee. Sublessee will be responsible for replacing lost or damaged garage door opener and/or keys.

(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 accommodation 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 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 up on 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 unreasonable 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 additions 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 to 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 deposited with City at the time of execution of this Sublease the sum of \$2,564.35 (equal to fifteen percent (15%) of Rent) 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 the 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 debtor and not those of 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 the 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 the telephone charges, including installation.

7. CONDITON 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 that 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 four parking spaces in the employee parking area. The City shall designate a parking area for employees of the tenants of the Building. City shall provide snow removal in the parking area. No overnight parking of employee vehicles is allowed. Sublessee shall pay additional rent of \$15 per month for each 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 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 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, and Sublessee's obligation to protect, indemnify and hold City harmless shall not include any lost 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 NSURANCE.

(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 fi 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 149a), (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 0 any claims, demands, penalties, fines, judgments, settlements, liabilities, losses, damage, costs and expenses (including, without limitation, attorney, consultant and expert fees, court costs and other litigation expenses)

(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 9i) 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 1 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 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, polychlorobiphenyles ("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 endorsement, 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 and 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 non-payment 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 any time 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 condemner, 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 Sublessee.

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 often (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 herein after 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) Re enter 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 action in 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 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 the 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 renovation 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.

Reentry or reletting of the Premises, or any part thereof, pursuant to this section 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 proceeding shall survive.

(b) In the event that Sublessee files a petition for reorganization under Chapters 11 and 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 conversation, the Trustee or debtor-in-possession shall be deemed to have rejected this Sublease. Chit shall be thereupon immediately entitled to exercise any remedies available to it under section 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 subsection € 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 judgement, all of the following conditions, which City and Sublessee acknowledge to be commercially reasonable, have been satisfied:

- 1) 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 not-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.
- 2) 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 sent to the Trustee or debtor-in-possession.
- 3) 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.

4) 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 the purposes of subparagraph (c) , adequate assurance shall mean: (i) City shall reasonably determined 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 segregation 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) 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 the terms, covenants and conditions of this Sublease to be performed by Sublessee.

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:

- 1) 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;
- 2) 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 credit worth;
- 3) 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
- 4) 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 made or 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 here under 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 the 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 purchase, mortgagee, or assignee of any mortgage on the Building and to other 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 improvement 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 requirement 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 termination 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 extensions thereof. This paragraph is self-operative and no further instrument of subordination shall be required. In conformation 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 Ave.
Homer Alaska 99603-7624
Telephone: 907.235.8121

If to Sublessee:

Sterling Airways dba Aleutian Airways
Brian Whilden, General Manager
6751 S. Airpark Place
Anchorage, AK 99502
Telephone: 907-600-7051

E-mail: citymanager@ci.homer.ak.us

E-mail: brian.whilden@flysterling.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 for the contacts listed above, will be:

City of Homer
Attn: Building Maintenance Division
491 East Pioneer Ave, Homer AK
Telephone: 907.235.3170
E-mail: publicworks@cityofhomer-ak.gov

Brian Whilden
6751 S. Airpark Place
Anchorage AK 99502
Telephone: 907-600-7051
E-mail: brian.whilden@flysterling.com

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 o 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 assumption of the sale or transfer, City shall be released from any liability thereafter accruing under 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 here to 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 of 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 be 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 donominator 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 exception 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' 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.

Sublessor:

CITY OF HOMER

By: _____

Rob Dumouchel, City Manager

Sublessee:

STERLING AIRWAYS dba ALEUTIAN AIRWAYS

By: _____

(name and title) _____

ACKNOWLEDGEMENTS

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, City Manager of the City of Homer, an Alaska municipal corporation,
On behalf of the City of Homer.

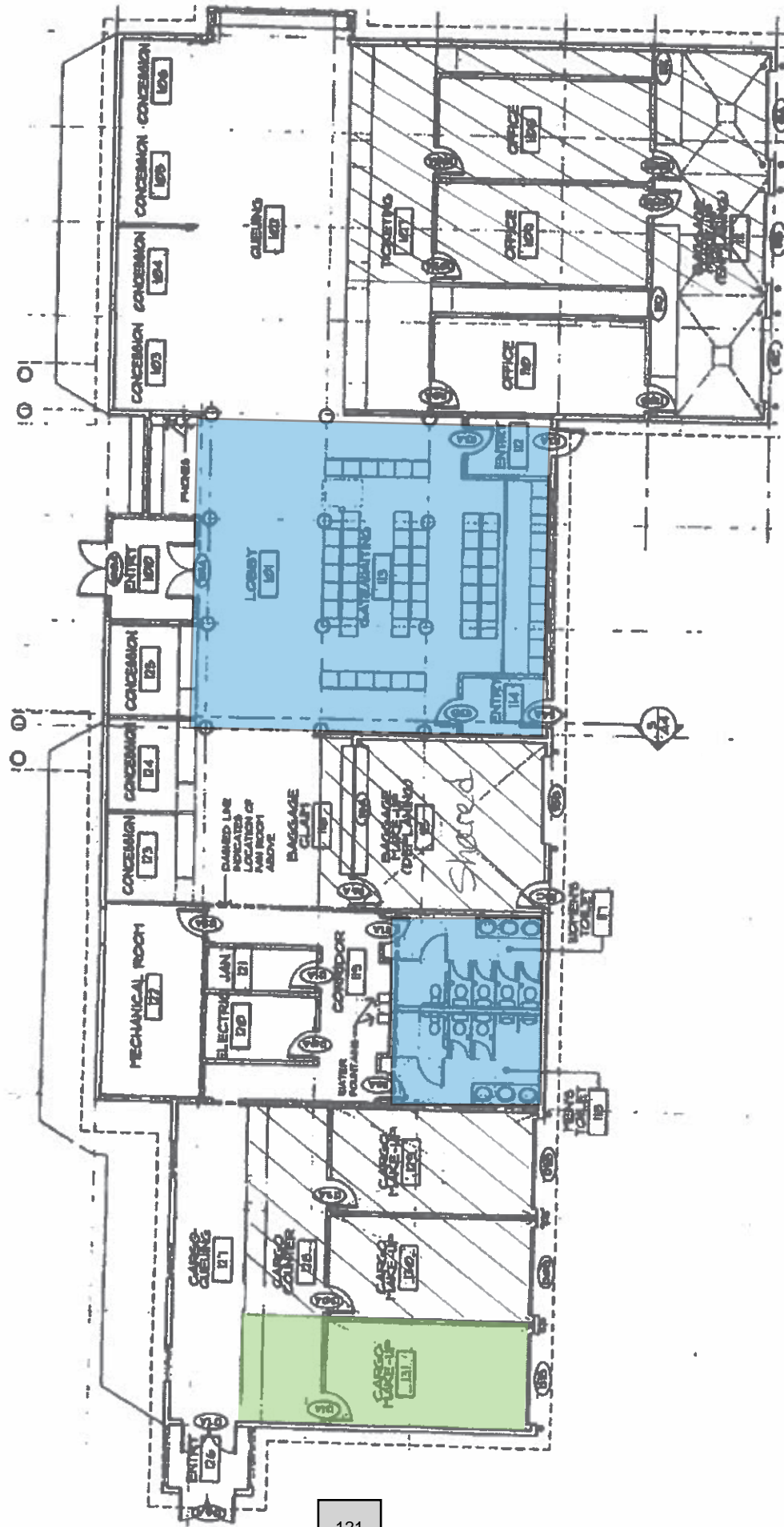
Notary Public in and for Alaska
My commission Expires:

STATE OF ALASKA)
)ss
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, as _____(title), of _____(name of entity) on behalf of _____.

Notary Public in and for Alaska
My commission Expires:

**City of Homer
Airport Terminal Floor Plan**



Cargo (front counter and back bay)=
384 sq ft

Common Areas (+ all public corridors)

EXHIBIT B
SPECIAL COVENANTS

1) In addition to the uses authorized in paragraph 4 of the Sublease, Sub lessee is authorized to conduct aircraft fueling operations in conformance with the requirements of the Prime Lease, as amended by Supplement No. 1. By conducting aircraft fueling operations, Sub lessee, with respect to Sub lessee's aircraft fueling operations, voluntarily assumes all responsibilities and liabilities assigned to the "Lessee" in Supplement No. 1 and further agrees to hold harmless, defend, and indemnify the City and DOT/PF from and against any and all losses, liabilities, damages, claims, costs expenses and attorney fees, resulting from or arising out of Sub lessee's aircraft fueling operations or its breach in performance of the obligations of the " Lessee" under Supplement No.1, or both. Nothing contained in this paragraph shall be construed as any limitation of any other hold harmless, defense, or indemnity provision of the Lease, and in the case of any conflict between such provisions, the provision granting the greater protection to the City shall control.

**EXHIBIT C
PRIME LEASE**

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

3 City Clerk/Economic Development
4 Advisory Commission

5 **RESOLUTION 23-081**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE ECONOMIC DEVELOPMENT ADVISORY
9 COMMISSION BYLAWS ARTICLE V. CITY STAFF ROLES AND
10 ARTICLE VI. MEETINGS.

11
12 WHEREAS, Article V – City Staff Roles is amended to reflect the Economic Development
13 Manager as the Staff Liaison rather than the Deputy City Planner

14
15 WHEREAS, Article VI – Meetings is amended to reflect Consent Agenda rather than
16 Agenda Item.

17
18 WHEREAS, The Economic Development Advisory Commission introduced the
19 amendments at their May 9, 2023 regular meeting and approved amendments at a second
20 meeting on August 8, 2023 in accordance with their bylaws.

21
22 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska amends the
23 Economic Development Advisory Commission Bylaws by amending Article V. City Staff Roles
24 and Article VI. Meetings.

25
26 PASSED AND ADOPTED by the Homer City Council this 28th day of August, 2023.

27
28 CITY OF HOMER

29
30
31 _____
32 KEN CASTNER, MAYOR

33
34 ATTEST:

35
36
37 _____
38 MELISSA JACOBSEN, MMC, CITY CLERK

39
40 Fiscal note: N/A

1 **CITY OF HOMER ECONOMIC DEVELOPMENT ADVISORY COMMISSION**
2 **BYLAWS**

3
4 **ARTICLE I - NAME AND AUTHORIZATION**

5
6 The Economic Development Advisory Commission was established October 25, 1993 with the adoption
7 of Ordinance 93-15(S)(A). The Commission was inactivated on January 24, 2000 and reactivated
8 February 27, 2006 by Resolution 06-20. The following bylaws were adopted on December 13, 2021 and
9 shall be in effect and govern the procedures of the Economic Development Advisory Commission.

10
11 **ARTICLE II - PURPOSE**

12
13 The Economic Development Advisory Commission will act in an advisory capacity to the City Manager
14 and the City Council on the overall economic development planning for the City of Homer in accordance
15 with Homer City Code Chapter 2.76.040.

16
17 **ARTICLE III - MEMBERS**

18
19 Section 1. The Commission shall consist of seven members comprised of at least five (5) members that
20 reside inside city limits and shall be registered voters in the Kenai Peninsula Borough or the City of
21 Homer. Members shall be nominated by the Mayor and confirmed by City Council to serve for three-
22 year terms to expire on April 1st of designated years.

23
24 Section 2. Notice of term expirations will be delivered to members by the City Clerk's Office. Members
25 wishing to continue services upon the completion of a three-year term must submit a reappointment
26 application to the City Clerk's Office, which is subject to review by the Mayor and confirmed by City
27 Council. There are no limits on the number of terms a member may serve.

28
29 Section 3. Members may not have alternates. If a position is vacated during a term, it shall be filled for
30 the unexpired term by an appointee selected by the Mayor and confirmed by City Council.

31
32 Section 4. A member's appointment is vacated under the following conditions:

- 33
- 34 • A member fails to qualify to take office within 30 days after their appointment;
 - 35 • A member resigns;
 - 36 • A member is physically or mentally unable to perform the duties of the office;
 - 37 • A member is convicted of a felony or of an offense involving a violation of their oath of office; or
 - 38 • A member has three consecutive unexcused absences, or misses half of all meetings within an
39 appointment year, whether excused or unexcused.

40 Section 5. The Mayor may appoint, subject to confirmation by the City Council, one City Council
41 member and one Homer area high school Student Representative to serve as consulting, non-voting
42 members. The Mayor, the City Manager, a representative of the Homer Marine Trades Association, and
43 the Director of the Homer Chamber of Commerce shall serve as non-voting, consulting members.

44
45 **ARTICLE IV - OFFICERS**

46
47 Section 1. A Chairperson and Vice-Chairperson shall be elected from among the appointed
48 commissioners at the regular April meeting of the Commission.

49
50 Section 2. Officers shall serve a term of one year from the April meeting at which they are elected, and
51 until their successors are duly elected. Officers may be re-elected in subsequent years.
52

53 Section 3. The Chairperson shall preside at all meetings of the Commission, authorize calls for any
54 special meetings, execute all documents authorized by the Commission, serve as ex officio/voting
55 member of all committees, and generally perform all duties associated with that office.
56

57 Section 4. In the event of the absence, or disability of the Chairperson, the Vice-Chairperson shall
58 assume and perform the duties of the Chair. If both the Chairperson and Vice-Chairperson are absent,
59 and a quorum of four members are present, the senior member shall assume and perform the duties
60 and functions of the Chair.
61

62 **ARTICLE V – CITY STAFF ROLES**

63
64 Section 1. The **City Manager shall assign** ~~Deputy City Planner shall serve as~~ a staff liaison to the
65 commission. The staff liaison shall assist the Chairperson in setting meetings, preparing agendas, and
66 other documentary material, and coordinating the acquisition of needed materials and training. The
67 staff liaison shall submit reports and recommendations for those agenda items requiring decisions or
68 recommendations by the Commission. Other staff having experience, education, and professional
69 training in the subject matter may provide input into the reports and recommendations, or may provide
70 supplemental information. The information submitted may be oral, written or graphic, or some
71 combination of all.
72

73 Section 2. The City Clerk shall designate a recording clerk to take minutes for the Commission and serve
74 as the Commission’s parliamentary advisory pursuant to AS 29.20.380(10) and HCC 2.12.010, and assist
75 the Chairperson with the conduct of the meeting.
76

77 **ARTICLE VI – MEETINGS**

78
79 Section 1. Regular meetings shall be open to the public and held on the second Tuesday of each month
80 at 6:00 p.m. in the designated location and shall be posted for public information as required by Homer
81 City Code and Alaska State Statutes.
82

83 Section 2. Special meetings and Worksessions may be called by the Staff Liaison, Chair, or a majority
84 of the Commission. Notice of such meetings shall be posted in the same manner as that for regular
85 meetings.
86

87 Section 3. A quorum for the transaction of business at any meeting shall consist of four members. For
88 purposes of determining the existence of a quorum, consulting members shall not be counted.
89 Worksessions do not require a quorum, however, no action may be taken at a worksession; items on
90 the agenda are for discussion only.
91

92 Section 4. Any member who is unable to attend a meeting, whether regular or special, shall contact the
93 Clerk in advance no later than two hours prior to the scheduled meeting time for excusal.
94

95 Section 5. Meeting agenda deadline is at 5:00 p.m. the Wednesday preceding the meeting. Allowances
96 will be made for holidays.

97
 98 Section 6. The order of business for the regular meetings shall include, but not be limited to, the
 99 following items, which shall be covered in the sequence shown, as far as circumstances permit. Agenda
 100 shall be posted for public information as required by Homer City Code and Alaska State Statutes.

101
 102 CITY LOGO NOTICE OF MEETING DEPT. CONTACT INFO
 103 REGULAR MEETING AGENDA (City Clerk’s Office)
 104 NAME OF BODY
 105 DAY OF WEEK, DATE, AND TIME OF MEETING
 106 PHYSICAL LOCATION OF MEETING & MEETING ROOM

- 107 1. CALL TO ORDER
 108 2. AGENDA APPROVAL
 109 3. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA (3 minute time limit)
 110 4. RECONSIDERATION
 111 ~~5. APPROVAL OF MINUTES~~ **CONSENT AGENDA**
 112 6. VISITORS/PRESENTATIONS (Chair set time limit not to exceed 20 minutes. Public may not comment
 113 on the visitor or the visitor's topic until audience comments. No action may be taken at this time.)
 114 7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS
 115 8. PUBLIC HEARING (3 minute time limit)
 116 9. PENDING BUSINESS
 117 10. NEW BUSINESS
 118 11. INFORMATIONAL MATERIALS (No action may be taken on these matters, for discussion only.)
 119 12. COMMENTS OF THE AUDIENCE (3 minute time limit)
 120 13. COMMENTS OF THE CITY STAFF
 121 14. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
 122 15. COMMENTS OF THE COMMISSION (includes Comments of the Chair since they are part of the
 123 commission.)
 124 16. ADJOURNMENT Next regular meeting is scheduled for _____. (Note any other worksessions,
 125 special meetings, committee meetings etc.) All meetings scheduled to be held in the Homer City
 126 Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (The meeting may
 127 be scheduled for the Conference Room or virtually.)
 128

129 Section 7. Per Resolution of the City Council (Resolution 06-115(A)), Public Testimony shall normally
 130 be limited to three minutes per person. Exceptions may be provided for at the Chairperson’s discretion
 131 or by a majority vote of the members in attendance.
 132

133 Section 8. Recorded minutes shall be made available by the City Clerk’s Office to the Commission prior
 134 to the next meeting and a record of all voting will be included in the minutes of each meeting. Minutes
 135 shall be available to the public as required by Homer City Code and Alaska State Statutes.
 136

137 Section 9. Teleconference participation is allowed per the rules and limitations set forth in Homer City
 138 Code 2.58.060.
 139

140 **ARTICLE VII – GENERAL OPERATING PROCEDURES**

141
 142 Section 1. The Commission shall abide by the current edition of Robert’s Rules of Order insofar as it is
 143 consistent with the Commission’s bylaws, other provisions of Homer City Code, or standing rules. In all
 144 other cases, bylaws, the code, or the standing rule shall prevail. This includes, but is not limited to, HCC

145 1.18 Conflicts of Interest, Partiality, and Code of Ethics; HCC 2.58 Boards and Commissions; HCC 2.76
146 Economic Development Advisory Commission; and the Open Meetings Act – AS 44.62.310-312.

147
148 Section 2. Each member, including the Chairperson, shall vote, and shall not abstain from voting,
149 unless such member claims a conflict of interest, or has an excused absence, in which event the
150 member shall be excused from voting. The member shall then state for the record the basis for the
151 abstention. Four affirmative votes are required to pass a motion. Voting will be by a roll call vote, the
152 order to be rotated; or by unanimous consent if no objection is expressed. Voting by proxy or absentee
153 is prohibited.

154
155 Section 3. Any rule or resolution of the Commission, whether contained in these Bylaws or otherwise,
156 may be suspended temporarily in connection with business at hand; and such suspension to be valid;
157 may be taken only at a meeting at which at least four of the members of the Commission shall be
158 present, and two-thirds of those present shall so approve.

159
160 Section 4. Training sessions developed or arranged by the City Clerk and approved by the City Manager
161 shall be mandatory unless a member's absence is excused by the Chairperson. The City Manager
162 and/or City Clerk, in their discretion and in consultation with the City Attorney as needed, may develop
163 model procedures to be used as a guide for the Commission.

164

165 **ARTICLE VIII - COMMITTEES**

166
167 Section 1. Committees of one or more members for such specific purposes as the business of the
168 Commission will only become active upon approval of Council. A memorandum and resolution will go
169 before Council outlining the reason, tasks assigned and termination date. Committees shall be
170 considered to be discharged upon completion of the purpose for which it was appointed, and after its
171 final report is made to and approved by the Commission.

172
173 Section 2. All committees shall make a progress report to the Commission at each of the Commission's
174 regular meetings.

175

176 **ARTICLE IX - BYLAW AMENDMENTS**

177
178 The Bylaws may be amended at any meeting of the Commission by a majority plus one of the members,
179 provided that notice of said proposed amendment is given to each member in writing. The proposed
180 amendment shall be introduced at one meeting and action shall be taken at the next Commission
181 meeting. Amendments to bylaws shall be effective upon approval of the amendments by City Council
182 via resolution.



ACTION ITEM REPORT

Review of EDC Bylaws

To: Economic Development Advisory Commission
From: Renee Krause, MMC, Deputy City Clerk II
Meeting Date: June 13, 2023

Summary Statement:

At the May 9, 2023 regular Meeting the Commission Reviewed and amended the Bylaws to effect the following:

1. Article V, Line 64, Section 1. Deputy City Planner is specifically shown as Staff Liaison and it should reflect Economic Development Manager.
2. Article VI, Line 110, Section 6. Agenda Item should be amended to reflect CONSENT AGENDA

Recommended process:

Make a motion to adopt the amended bylaws for second and final reading and forward to City Council for approval.

There was no further discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Ms. Engebretsen noted that she will be participating on a subcommittee of the Chamber's Board and one of the interests is an economic sector analysis.

There was brief discussion on the benefits to perform that analysis to obtain data on what is the Homer economy beyond tourism and how can they capture breadth of the really small businesses that do not maintain a store front. It was believed that it would also benefit in the updates to the Chamber's website. It was unknown if they were focusing on just membership or outside as well. There may be some businesses that can be approached and the website can be used as contact information since phone books are a thing of the past.

NEW BUSINESS

10.A. Election of EDC Officers Agenda Item Report EDC 23-027

Chair Marks introduced the item and clarified the methods to vote for Chair and Vice Chair. She indicated to the Commission that she was willing to serve as Chair once again. Ms. Marks called for nominations of Vice Chair after confirming if Vice Chair Brown would consent to serve again.

Commissioner Brown stated that if there was no interest in serving a Vice Chair by another Commissioner she would serve another term.

There were no further nominations and Commissioner Brown was re-elected as Vice Chair.

Chair Marks then turned the gavel over to Vice Chair Brown.

Vice Chair Brown called for nominations for the office of Chair.

Commissioner Arevalo nominated Commissioner Marks.

Vice Chair Brown hearing no further nominations conducted the vote for the Office of Chair and congratulated Chair Marks on her re-election handing the gavel back to Ms. Marks.

10. B. EDC Bylaws Review Agenda Item Report EDC 12-028

Chair Marks introduced the item by reading of title and reviewed the report provided by Deputy City Clerk Krause. She noted the proposed amendments and process and requested a motion and second to amend the bylaws as noted.

AREVALO/BROWN MOVED TO AMEND THE BYLAWS TO REFLECT THE UPDATED TITLE OF THE STAFF LIAISON AND FORMAT OF THE MEETING AGENDA AND BRING THE AMENDED BYLAWS FOR ADOPTION AT THE JUNE REGULAR MEETING.

There was no discussion.

VOTE: NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

INFORMATIONAL MATERIALS

11.A. City of Homer Newsletter – May 2023 Issue

11.B. City Manager’s Reports
CM April 24, 2023 Report
CM May 8, 2023 Report

11.C. EDC 2022-23 Strategic Plan

11.D. EDC Meeting & City Council Report Calendar

Chair Marks noted the informational materials and thanked Commissioner Pitzman for requesting an item to be on the agenda, noting that the Commission can contact Ms. Engebretsen or herself to have an item added to the agenda. She welcomed the newest Commissioner, Mel Kim. Ms. Marks then noted that a volunteer was needed to provide the report to City Council at the next meeting on May 22, 2023 at 6:00 p.m. She noted that Commissioner Pitzman was scheduled for August and September. There were no immediate volunteers. After a brief moment of quiet, Commissioner Pitzman asked Ms. Engebretsen to send him the “cliff notes” and he will make the report to Council. Chair Marks expressed her appreciation for Commissioner Pitzman stepping forward.

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY STAFF

Deputy City Clerk Krause expressed her appreciation for the Commission’s patience with the packet materials, supplemental packet explaining that there was still a lot of things happening and even being short-staffed in the Clerk’s Office they haven’t slowed down. She looks forward to working with the Commission for the near term.

Economic Development Manager Engebretsen welcomed Commissioner Kim and expressed her appreciation for the efforts of the Clerk and having a great meeting.

COMMENTS OF THE COMMISSION

Commissioner Pitzman welcomed Commissioner Kim to the Commission and he was looking forward to working with him.

Commissioner Arevalo reported that there were a couple of workshops for people that are interested in growing food locally coming up really soon. One is about growing fruit in Alaska and the challenges and opportunities, and what plants need. The second one is on Lasagna Beds, but the term used could

The group will meet again Tuesday, August 22 at 5:30 p.m. at Grace Ridge Brewing. Mr. Kim will report back to the group after the next meeting.

G. HERC Update

Economic Development Manager Engebretsen covered the following:

- Limited, hazardous materials assessment of the big building in addition to a detailed report of the small building
 - o Asbestos, lead paint, and PCBs in concentrations that currently cannot be disposed of in the state.
 - o Economic Development Manager Engebretsen will meet with the City Council for a work session on Monday, August 14 to discuss the results.
- Results of the assessment are posted on the City's website for the public to view.

PUBLIC HEARING

PENDING BUSINESS

- A. Housing Update
Memorandum EDC 23-030

Discussion on the housing update took place earlier in the meeting when Chair Marks and City Planner Foster conducted their slideshow presentation.

- B. EDC Mission Statement
Action Item Report EDC 23-031

Chair Marks directed all commissioners to review the draft of the mission statement provided by Mr. Perez. The Commission decided that the statement needs some revising, which Mr. Kim and Ms. Arevalo agreed to edit together.

- C. EDC Bylaws

Chair Marks reviewed the changes to the wording of the bylaws, including:

- "The City Manager shall assign a staff liaison to the commission."
- Changing "APPROVAL OF MINUTES" to "CONSENT AGENDA" on the agenda.

BROWN/AREVALO MOVED TO ACCEPT THE CHANGES TO THE BYLAWS

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

NEW BUSINESS

- A. Ordinance 23-40
Agenda Item Report EDC 23-032



MEMORANDUM

Resolution 23-082, A Resolution of the City Council of Homer, Alaska Adopting the Revised Homer Public Library Policies and Procedures. City Manager/Library Director.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: 17 August 2023
From: David Berry, Library Director
Through: Rob Dumouchel, City Manager

Library staff have been working since February to consolidate and overhaul the library's policies. The goal is to pull all the policies into a single document, update and clarify the text, and eliminate redundancy, internal contradictions and outdated information.

The new policies and procedures manual is the product of many hands. Library staff and the Friends of the Library have contributed many suggestions. Other city staff—notably the clerks and the city manager—have provided procedural advice, with legal review by the city attorney. The Library Advisory Board has gone over it at three successive meetings and passed a motion to adopt on August 15th.

I believe the new manual will greatly simplify and clarify the library's operations.

RECOMMENDATION

Adopt the revised Homer Public Library Policies and Procedures.

There was discussion that the Teen Advisory Board is primarily made up of middle school aged youth and benefits of it filling a gap for that age group who don't have jobs or transportation, and about the Summer Reading program.

7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS

- 7.A. Library Director Report
 - Director's Report for April 2023
 - 2022 Annual Stats
 - 2023 Annual Stats

Library Director Berry reviewed his report in the packet.

There was brief discussion regarding virtual book talks and library statistics provided in the packet and supplemental packet.

- 7.B. Legislative Update

Chair Finn reported \$402,000 was put back in the Governor's budget for statewide library funding. Senator Murkowski indicated willingness to add an earmark to try to get a one-time \$500,000 allocation to fund the Statewide Library Electronic Doorway (SLED) Program and Alaska Library Catalog funded in the Federal budget, but there doesn't appear to be any legislation that it will fit with.

- 7.C. Fundraising Update
 - Quarterly Report from the Homer Foundation

Board Member Kuszmaul provided an overview of the Library Endowment Fund, how it was established, and reviewed the quarterly report provided by the Homer Foundation.

Board Member Kuszmaul also reported Moose Run Metalsmith's have repaired their stamping machine and can install fish from previous years on the Fish Wall. They're working to re-invigorate the Fish Wall program.

8. PUBLIC HEARING(S)

9. PENDING BUSINESS

10. NEW BUSINESS

- 10.A. Review of Library Policies
 - Memorandum LAB 23-007

Library Director Berry reviewed his memorandum in the packet and in the supplemental packet.

Board Members and the Library Director discussed the following:

- Public Displays and process for approval

- Table of Contents layout
- Alternate language for the word “complaints” in the section titled Complaints
- Processing complaints
- Overall policy layout and organization of sections

Library Director Berry encouraged members to email him their regarding their policy suggestions.

10.B. June Work Session Scheduling

The Board Members discussed scheduling and agreed by consensus to hold a work session on Tuesday, July 11, 2023 at 5:30 p.m.

Library Director Berry asked members to email their comments by the end of June.

11. INFORMATIONAL MATERIALS

11.A. LAB Meeting & City Council Report Calendar

Board Member Baily confirmed he’s available to report at the May 22nd Council meeting.

11.B. Homer Harbor Expansion Design Charrette Flyer

12. COMMENTS OF THE AUDIENCE (3 minute time limit)

13. COMMENTS OF THE CITY STAFF

City Clerk Jacobsen thanked the Board for a good meeting.

Library Director Berry encouraged members to contact him if they have questions on the draft library policy document.

14. COMMENTS OF THE BOARD

Board Members Fair and Carsow had no comments.

Board Member Asselin commented on a successful Safe and Healthy Kids Fair and said over 300 kids attended.

Board Member McKinney thanked Library Director for all the work on the draft policy.

Board Members Baily and Kuszmaul concurred.

Chair Finn noted the information she provided in the supplemental packet regarding the top 13 most challenged books of 2022 and suggested them for summer reading. She wished everyone a good summer.

15. ADJOURNMENT

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

3 City Manager/
4 Library Director

5 **RESOLUTION 23-082**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 ADOPTING THE REVISED HOMER PUBLIC LIBRARY POLICIES AND
9 PROCEDURES.

10
11 WHEREAS, Library staff, in collaboration with the Friends of the Library and other City
12 staff, have revised the Homer Public Library Policy and Procedures; and

13
14 WHEREAS, The Library Advisory Board has reviewed and provided recommendations
15 for the Homer Library Policies and Procedures at a work session and two successive regular
16 meetings; and

17
18 WHEREAS, The Library Advisory Board unanimously approved the Homer Library
19 Policies and Procedures at its August 15, 2023 regular meeting.

20
21 NOW, THEREFORE, BE IT RESOLVED THAT the City Council of Homer, Alaska hereby
22 adopts the revised Homer Public Library Policies and Procedures.

23
24 CITY OF HOMER

25
26
27 _____
28 KEN CASTNER, MAYOR

29
30 ATTEST:

31
32
33 _____
34 MELISSA JACOBSEN, MMC, CITY CLERK

35
36 Fiscal note: N/A



HOMER PUBLIC LIBRARY

Policies and Procedures

Revised August 2023

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Purpose and Introduction

PURPOSE

This document fulfills the following purposes:

- To define the purpose and mission of the Homer Public Library
- To define the responsibilities of staff towards patrons and the broader community
- To define the responsibilities of patrons towards one another
- To define the responsibilities of all parties towards the collections, equipment and physical facilities of the library.

INTRODUCTION

The library is, first and foremost, a public facility for use by all members of the community. As a public space, citizens have certain rights that might not be accorded to them in a private business or home. Conversely, standards of behavior in a public setting differ from what might be appropriate behind closed doors.

In determining what is and is not appropriate for the library setting, staff follow the golden rule: treat others as you would wish to be treated. The library serves a wide array of demographic groups with differing cultural and social expectations. Behavior is generally tolerated in the library provided that it does not violate the law, threaten or inconvenience others, damage the facility, or pose a risk to public safety (including the safety of the individual). That said, no written policy can cover every eventuality, and library staff have the authority to exercise judgment in resolving conflicts.

Finally, the library is also a community-owned facility, and its resources are public property. Staff purchase materials and equipment to serve the community at large, not merely one demographic or interest group. All library users are expected to treat the library's infrastructure with respect. Staff make and enforce rules to protect the library's property from loss or damage, or to recoup the costs of repairs and/or replacement.

MISSION STATEMENT

The mission statement of the library guides all the policies and procedures that follow:

The Homer Public Library serves the diverse needs of our community members by providing access to information, promoting literacy, and facilitating lifelong learning. We foster education, personal well-being, cultural creativity, community engagement, and economic development. Our resources are offered without charge to people of all ages and abilities within our service area.

SERVICE AREA

The library's service area contains the City of Homer and the surrounding borough communities, including Anchor Point, Diamond Ridge, Fritz Creek, Kachemak Bay, Kachemak City, Kachemak Selo, Nanwalek, Nikolaevsk, Ninilchik, Port Graham, Razdolna, Seldovia and Voznesenka.

Staff Authority and Responsibilities

Library staff offer a specific range of services to the public. Staff responsibilities are defined by law and guided by the Code of Ethics of the American Library Association. Staff are also professionals, trusted to make decisions regarding the safe, competent and efficient operation of the institution. Staff are expected to serve the public without prejudice or partisanship, with courtesy towards all, and expect courtesy and respect from patrons in return.

Authority to enforce library policies (or make exceptions to those policies) rests with the library director or, in the director's absence, with the deputy library director. Under specific circumstances enumerated below, patrons may appeal the director's decision to the Library Advisory Board or the city manager.

Access to Collections and Services

The library strives to serve all patrons. Various accommodations are available for patrons who have difficulty accessing regular library services. The City's Americans with Disabilities Act (ADA) Board leads efforts to improve accessibility citywide. More information is available on the City website and through the city clerk's office.

HOMEBOUND OR LONG-DISTANCE PATRONS

The library website offers access to a variety of materials, including electronic books, newspapers, magazines, audiobooks and videos. There is also a limited homebound-delivery program in partnership with certain assisted-living facilities and schools; patrons interested in this program should contact the library director for details. Patrons who can reach the library building but do not wish to come inside can call the front desk at 907-235-3180 and have materials delivered to the curbside pickup station at the rear of the building.

Reference services are available on the library's website as well as through phone and email.

PATRONS WITH MOBILITY, VISION OR HEARING IMPAIRMENTS

The library building is wheelchair-friendly, and a wheelchair is available near the front entrance for patrons who wish to use it on the premises. Within the building, the library includes a large-print collection, magnifying equipment and audiobooks in a variety of formats. A videophone is available. All library Zoom programs are automatically closed-captioned and many—though not all—videos on DVD and the Kanopy streaming service also include captions.

PATRONS WHO REQUIRE ASSISTANCE WITH FOOD, HOUSING, JOB SEARCHING OR EDUCATION

Library staff routinely help patrons with searching for work, connecting to educational programs or taking tests. Study rooms may be used for completing online coursework or job interviews.

The library does not offer facilities for sleeping, eating or bathing. However, staff can provide referrals to other organizations that do. A public telephone is available near the front entrance and a list of community-service providers is posted in the restrooms. Staff can also answer reference inquiries.

MINORS

Responsibility for reading choices and information access by children rests with their parents and legal guardians, not the library. Parents or guardians are responsible for overseeing their child's choice of library resources, including both physical and online resources.

SERVICES PROVIDED BY OTHER ORGANIZATIONS

Library staff cannot provide medical, legal, financial, counseling or social work services. Staff will be happy to refer patrons who need such services to other organizations.

Collection Development

COLLECTION EVALUATION AND COLLECTION GOALS

The Homer Public Library strives to maintain a diverse collection to fulfill the many needs and interests of the Homer community. Reports are periodically run from the library's circulation and cataloging software, which provide information about the percentage of holdings in a particular subject area compared to the percentage of circulation from that area. These reports, analyzed by the collection development librarians, assist in determining how best to divide the acquisitions budget among the subject areas of the collection. A balance is sought between adding new materials to the most popular sections and strengthening sections containing old and outdated materials.

A top priority of the Homer Public Library is to systematically upgrade the average age of the collection, particularly nonfiction.

In addition, the Homer Public Library collection will be assessed according to the following criteria:

- Comparison to standard lists.
- Proportion of subject area in circulation at any given time.
- Age of publication.
- Representation of diverse viewpoints.
- Completeness of sets or series.
- Number of interlibrary loan requests.
- Number of reserves placed.
- Patron requests.

INTELLECTUAL FREEDOM

The library does not promote particular beliefs or views, nor does the selection of any item imply endorsement of its views. One of the essential purposes of the public library is to be a resource where individuals can examine many points of view and come to their own conclusions. The library attempts to provide materials representing different sides of controversial issues.

Access to library materials is not restricted beyond what is required to protect materials from theft or damage. Items are not labeled to indicate point of view or bias. The library assures free access to its holdings for all patrons, who are free to select or reject for themselves any item in the collection. Individual or group prejudice about a particular item or type of material in the collection may not preclude its use by others.

Responsibility for the reading choices and information access by children rests with their parents and legal guardians, not the library. Parents who wish to limit or restrict the reading of their own child should personally oversee that child's choice of library resources. Selection of library materials will not be inhibited by the possibility that items may be seen by children. The library encourages parents to be involved with their children's reading and library use and will work with parents to find materials they deem appropriate for their children.

COOPERATION

Cooperation is a basic tenet of library philosophy in Alaska and the United States. The Homer Public Library recognizes its responsibility to cooperate with other libraries in Homer, the Kenai Peninsula, Alaska, and nationwide.

The library on the Kachemak Bay Campus (KBC) of Kenai Peninsula College supports its institution's educational objectives with a collection emphasizing the humanities, applied science, art, office technology, marine sciences, and business management. While open to the public, non-students may only use KBC materials on-site.

Libraries in the public schools focus on educational and curriculum support. Responsibility for the provision of curriculum-related materials belongs properly to the schools, but the public library provides materials that complement local school library collections and enrich the needs of student borrowers of all ages.

Homer Public Library cooperates with the Pratt Museum in collecting material relating to Homer's history and culture. The Pratt Museum has a non-lending library which consists of museological, cultural history and natural history periodicals, books, and a vertical file of scholarly papers and pertinent subject information. The museum also houses an archive of various periodicals and local documents, a photo archive documenting local history, and a media collection of films,

audiocassettes and videotapes. Many of the Pratt's collections are available upon specific request to the Collections Manager.

As a member of Online Computer Library Center (OCLC), a worldwide bibliographic database cooperative, the library is able to provide interlibrary loan service for patrons with needs outside the scope of the Homer Public Library's collection. The OCLC database offers access to other libraries' resources throughout the state, the nation and the world. The Homer Public Library uses interlibrary loan both to supplement its resources and to lend materials to other libraries.

SELECTION RESPONSIBILITY

Selection of library materials, whether purchased or donated, is based upon the informational, educational, and recreational needs of the community. It is limited by factors such as materials budgets, space, and the content of existing collections.

The library director has the final responsibility for the maintenance and development of the collection of the Homer Public Library, operating within the framework of policies approved by the Library Advisory Board and adopted by the Homer City Council. Because the library director must be able to answer to the Advisory Board and the general public for actual selections made, the authority to reject or select any item rests with that position. Staff members assist the library director in the selection of materials.

The library encourages suggestions for purchase from patrons and staff. Interlibrary loan requests and questions from the public are considered for possible purchase suggestions. All purchase requests are reviewed to determine whether they fall within selection criteria.

SELECTION CRITERIA

Selection of materials is based on the professional judgment of the library staff, which is guided by the needs of the community and the balance and comprehensiveness of the collection. Selection is aided by reviews and other professional tools such as standard catalogs and bibliographies. Selection tools include, but are not limited to:

- Reviews in professional library journals or periodicals such as *Booklist*, *Library Journal*, *Publishers Weekly*, *Wilson's Core Collections*, *The Horn Book*, *Kirkus Reviews* and other professional publications.
- Internet resources for evaluation and selection such as the website of the American Library Association, Amazon.com, Common Sense Media, and professional media review sites.
- Individual subject expertise of staff or community members.
- Publisher catalogs.
- Standard bibliographies.

No single standard can be applied in all acquisition decisions. Some materials must be judged primarily on their artistic merits, some on their scholarship, and some on their value as human documents. Still others are intended to satisfy recreational and entertainment needs. Each will be considered in terms of the audience for whom it is intended. Materials are judged on the basis of the work as a whole, not on a part taken out of context.

Selection criteria considered in the evaluation and the re-evaluation of materials are:

- Cultural, recreational, informational and/or educational value.
- Local interest and potential use by library patrons.
- Usefulness in relation to other materials in the collection.
- Appearance of the item in standard bibliographies and review journals.
- Permanent significance.
- Accuracy, effectiveness, and timeliness of presentation.
- Artistic excellence.
- Qualifications and/or significance of the author.
- Suitability of physical form for library use.
- Availability of material in other library collections.
- Price.
- Library space.

Two categories excluded from the collection as clearly not within the selection criteria are 1) forms of expression that are unprotected by the First Amendment; and 2) explicit and direct instructions for the manufacture of contraband materials.

MATERIAL FORMAT

The library offers materials in a variety of formats to meet its goals and objectives. Materials may include books, CDs, electronic resources, microforms, newspapers and magazines, pamphlets, videos, and others. The library will not adopt new formats before they have demonstrated reliability and usefulness.

COLLECTION OVERVIEW

The library collection consists of books, audiobooks, magazines, newspapers, maps, videos, music and audio recordings and a variety of electronic resources.

In general, collection priority is given to:

- Currency. Collection emphasis is on up-to-date information.
- General treatments over those that are specialized, scholarly, or primarily for professional use.
- Works of broad popular appeal that meet the needs of the independent learner over textbooks or other materials that meet curriculum requirements of the formal student. Textbooks are generally not added to the collection unless little or no other material covers the topic. The library does not buy textbooks used by the local schools. School libraries are responsible for providing copies of course materials for their students.
- Unabridged editions over abridgments. Abridged editions will be considered only if they retain the flavor and quality of the original.

Access to the internet

The library maintains a collection of online resources, which may be accessed through personal devices and through computers owned by the library. See the section on computers, wi-fi and internet use for the library's policies governing access to such resources.

Adult fiction

In addition to well-known classics, the adult fiction collection provides a wide variety of popular reading materials of current and high interest to the public. Staff actively consider patron recommendations.

Adult nonfiction

The nonfiction collection includes materials that are of current interest and demand within the community. It represents a diverse collection in order to make the broadest array of topics and opinions available to patrons but is heavily oriented toward the interests and needs of the Homer community. Special emphasis goes to selecting titles dealing with health, boats and marine technology, construction, the arts, sustainability, self-sufficiency and travel.

The library collects basic books of faith as well as authoritative books on comparative religions but will not collect or accept doctrinal or instructional material in any field of religion. The library purchases materials of general historical importance rather than denominational content.

Alaska and local history materials

The Alaskana collection includes materials about Alaska and neighboring regions. The collection priorities of the Alaskana collection include:

- As complete coverage as possible of the immediate Homer area.
- Broad coverage of southcentral Alaska.
- Selected coverage of the rest of Alaska based on expected demand and popular appeal.

Some reference or rare materials will not be available for loan. The university libraries and the Alaska State Library maintain comprehensive Alaskana collections; many of these items are available to Homer Public Library patrons through interlibrary loan.

Audio

Recorded books in physical formats such as CDs and digital devices are available in the adult and juvenile sections of the library. The collections include popular fiction, classic titles, and nonfiction in unabridged and abridged editions. Music is available in the music collection and in the children's library, both in CD and vinyl format. Audiobooks and music are also available in downloadable electronic formats.

Children's books, including easy readers, children's and young adult materials

In selecting books for children, the library's goals are to develop a collection that satisfies children's informational, recreational, and cultural reading needs; to promote literacy; and to encourage a lifelong love of reading. The children's collections include:

- Picture books, beginning readers, and graphic novels.
- Juvenile nonfiction which informs children about their world. Authoritative, up-to-date and attractive materials in a variety of reading levels are sought.
- Juvenile fiction for elementary and middle school students.
- Young Adult fiction and nonfiction that appeal to teenagers and may deal with more adult issues than children's fiction. Books are selected to meet the informational, recreational and emotional concerns of youth in this age group, help them grow in understanding themselves and others, broaden their viewpoints, expand their reading ability and enjoyment, or simply for their reading pleasure.

Duplicate titles

Duplicate titles are purchased if long-term heavy demand is anticipated, but in general, multiple copies are not purchased due to fiscal limitations. Where the public interest is in the subject more than in a particular title, the library will purchase more copies of different titles instead of buying numerous copies of one title. This approach offers library users a collection with greater variety and depth.

Electronic materials

The library offers access to a range of online materials. Formats and availability change frequently, but staff aim to serve a wide variety of patron needs, including ebooks, e-audiobooks, digital magazines, and audio and video files.

Electronic databases

In addition to the general internet, the library may subscribe to specific databases of interest and usefulness to the community.

Foreign-language materials

The library maintains a small collection of foreign-language materials. The majority of these materials are in Russian. Subjects collected include Old Believer history and culture, Russian literature classics, folktales, craft books, materials for children, and translations of English-language novels.

Large Print and materials for the visually handicapped and the hearing-impaired

Large print materials purchased by the library are available for checkout and located in the Large Print section of the library. The library can also obtain materials from the Alaska State Library Talking Book Center. The Alaska State Library also offers services directly to individuals unable to read standard print material. Inquire at the front desk for information about applying for these services.

Periodicals and Newspapers

Periodical selection is based on the needs and tastes of the eclectic population in the Homer area. The library subscribes to local Homer periodicals and houses back issues in two formats: paper and microfilm. National- or state-level periodicals are purchased where local interest exists.

Rare and Expensive Books

The library maintains a small number of rare books that focus on Alaska and local history, but developing this collection is not a high priority for the library. In general, donations of rare or expensive books that lack a direct connection to the Homer area will be passed along to the Friends of the Homer Public Library for sale.

Reference materials

One of the library's primary collection development objectives is to provide accurate and useful information. To accomplish this objective, the library provides access to current and authoritative materials in a variety of formats. Resources include a selection of encyclopedias, atlases, almanacs, bibliographies, and dictionaries in paper and/or electronic formats, as well as electronic databases. Local and regional directories and information are maintained. Authority, organization, and currency of information are among the selection criteria, as well as whether the information is better obtained in another format, on the internet, or in databases.

Self-Published materials

In most cases, the library does not purchase self-published materials that are not reviewed in established review journals. Exceptions may be made for materials of local interest that meet the general selection criteria. Additional considerations include quality of editing and binding suitable for public use.

Video

The library collects videos that appeal to a wide range of patrons. Videos are selected from reviews, prior viewing, or the reputation of the makers and distributors. The library may also subscribe to streaming video services that curate their own offerings.

Other Collections

The library maintains a collection of board games, puzzles, video games and other forms of entertainment. The collection changes frequently and patrons should consult the library catalog to see the current holdings. **See the List of Equipment page for more information on specialized items such as projectors or tools.**

ACQUISITIONS

The library staff receives numerous catalogs, advertisements, and announcements from publishers, professional reviewing journals, and library vendors. Staff uses these materials, as well as patron requests and staff suggestions, as the beginning of the selection process. Reviews of each item are evaluated before deciding upon purchase. Staff members who are responsible for materials selection collaborate both informally and in periodic collection development meetings to discuss the merits of adding specific titles to the collections, as well as the strengths and weaknesses of the collection in general.

New materials are ordered through book and media vendors, publishers, and the local independent bookstore in Homer. The library purchases out-of-print materials from companies who specialize in locating hard-to-find books. The majority of the library's periodicals are managed by a periodical subscription service.

COLLECTION MAINTENANCE

Books are mended if, as a whole, they are in good shape and the mending will result in prolonged life of the books for additional circulations. Cumulative damage such as a large number of dirty or torn pages may result in withdrawal or replacement instead of mending.

Most repairs are completed on-site, but select books of long-term value to the collection are sent to a professional bindery when their bindings become worn-out or damaged and are not easily mended. These titles are usually popular, of local interest, and not available in hardcover bindings.

The purpose of a withdrawal policy is to ensure that the collection remains up-to-date and useful. The criteria used for selecting materials are also used to remove items from the collection. Materials that are no longer useful in light of stated objectives are systematically withdrawn from the collection.

Prime candidates for deselection are:

- Items which contain outdated or inaccurate information, unless of historical value.
- Superseded editions.
- Worn out or damaged items.
- Seldom-used materials.

Withdrawn materials are added to the Friends of the Homer Public Library's book sale. Proceeds from the sale will be used to purchase needed items for the library. Occasionally, discarded items are offered to other libraries, schools, or nonprofit groups. Items not distributed or sold are discarded.

COPYRIGHT

The Homer Public Library makes every attempt to abide by the copyright law of the United States (Title 17, U.S. Code). Patrons who use library materials are responsible for complying with current laws.

Community Partnerships

Homer Public Library recognizes that partnering with a wide variety of community organizations offers benefits to both parties. Many demographic groups pass through the library to take advantage of its information resources and event space. Outside organizations deliver valuable social services and community connections beyond the scope of city personnel.

The list below summarizes what the library can and cannot provide to outside organizations, but all arrangements with such organizations are still subject to approval by the library director, and exceptions may be made on a case-by-case basis. Programs run by library staff or the Friends of the Library are exempt from these restrictions.

The library will:

- Distribute information, including flyers and posters
- Allow use of the meeting room, subject to the same rules that apply to all users of the room

The library will not:

- Promote or endorse particular causes
- Serve as a collection point for donations
- Serve as a distribution point for physical goods
- Allow solicitation of funds or in-kind donations
- Provide advertising other than the bulletin board or the handouts station (i.e. no lawn signs or distribution of flyers inside the building)
- Provide staff time, services or equipment. Organizations are responsible for their own staffing and logistics
- Permit any use which violates the law or contravenes other library policies

Complaints

The library strives to provide the best services and collections possible, but complaints will inevitably arise. The process for handling complaints varies depending on the nature of the complaint.

COMPLAINTS REGARDING LIBRARY PROGRAMS OR MATERIALS

The library recognizes that within the Homer area there are groups and individuals with widely separate and diverse interests, backgrounds, cultural heritage, social values, and needs, and that some patrons may find some of the library's materials and/or programs offensive.

Library decisions are guided by an array of professional documents, including the Library Bill of Rights and the Code of Ethics. Selection of materials is not made on the basis of anticipated approval or disapproval of their contents and no library material is sequestered except to protect it from damage or theft. Concurrently, library programs are designed to serve a wide array of patron interests and a given program is neither included nor excluded on the grounds of controversial content. Upcoming events are advertised through routine channels and patrons are responsible for keeping up with their interests. **See the sections on Collection Development, Programs and the Appendices for further details.**

Individuals may request that the library reconsider materials or programs, following the process below. Questioned materials will not be removed or restricted at any point in this process until a final decision has been rendered, except as needed for review by library staff or the Library Advisory Board. Programs currently scheduled, including series, will go ahead as planned and will not be cancelled or delayed while the reconsideration process is underway; the outcome of the reconsideration process applies only to programs or series that are not yet scheduled.

The outcome of the process is considered final when the individual chooses not to appeal or when all appeals have been exhausted.

1. Oral Complaint to the Library Director

Any individual who has concerns about materials or programs may bring those concerns to the library director. The director will listen to the concerns, explain the policies on collection development and/or programs and determine what action, if any, to take. The director will also provide the patron with a written copy of the policies, if requested.

2. Written Complaint to the Library Director

A patron who resides within the library's service area may initiate a written request for reconsideration if the oral discussion does not resolve the issue. A complaint about a program must be filed no more than five working days after the scheduled date of the event.

1. The patron must submit a Request for Reconsideration form to the library director. A separate form must be completed for each individual work or program subject to complaint. Incomplete forms will not be considered.
2. Upon receiving the completed form, the library director shall:
 - a. Read, view or listen to the material in its entirety, or review available information about the program. If the work is currently checked out, this step will be suspended until the work is returned.
 - b. Consult reviews and recommended reading lists to assess the general opinion of the work in question. The director may choose to consult with other library staff.
 - c. Evaluate the work for its strengths and value as a whole and not in part, and apply all appropriate selection criteria.
3. Having thoroughly considered the complaint, the director may:
 - a. Retain the challenged work (or keep the program in mind for future scheduling),
 - b. Move the work to another location (or make changes to the program's format, audience, timing, etc. for future scheduling)
 - c. Remove the work from the collection (or remove the program from consideration for future scheduling).
4. In all cases, the director shall:
 - a. Provide a written response to the patron within 30 days, including a full explanation of the decision and information concerning the process to appeal. If more time is needed for reviewing materials, the written response shall notify the patron of that fact.
 - b. Advise the Library Advisory Board of the decision, either through a formal memo or as part of the monthly Director's Report at its next scheduled meeting.

3. Appeal to Library Advisory Board (LAB)

1. If the patron disagrees with the library director's decision, the patron may appeal to the Library Advisory Board by notifying the City Clerk's Office. The patron must provide a written

statement giving the basis for disagreeing with the library director's decision. The City Clerk's Office will include the statement, the director's written response, and the Request for Reconsideration form(s) in the packet for the next scheduled LAB meeting.

2. The LAB will review the packet materials and hear testimony from the patron and all interested members of the public. Testimony may be presented at the meeting or in writing.
3. The LAB shall entertain a motion on whether to consider the matter further.
4. If the LAB does not vote to proceed, the matter is closed. The LAB Chair will provide the patron with written notice of the outcome within 30 days.
5. If the LAB votes to proceed, the LAB shall schedule a public hearing at a special or regular meeting to address the request for reconsideration. The date for this meeting is at the LAB's discretion, but should allow sufficient time for members to review the work(s) or program(s) in full.
6. Prior to the meeting, all members of the LAB will read, view or listen to the work(s) in full. Where the complaint concerns programming, LAB members will review the same information available to the library director regarding the program(s).
7. At the meeting, the LAB will again accept public testimony and then vote on whether to uphold or overturn the library director's decision. Where multiple works or programs are at issue, a separate motion is required for every individual work or program. For materials complaints, members may vote on any work which the member has read, viewed or listened to in full, but must abstain from voting on works which the member has not read, viewed or listened to in full.
8. Once the LAB has voted, the LAB Chair will provide the patron with written notice of the outcome within 30 days.
9. **Any decision made by the LAB—whether to uphold or overturn the library director's decision—shall remain in effect for three full years from the date of the final LAB vote. No further appeals will be heard. No other reconsideration of this material or program will be addressed during that time period unless the grounds for complaint are substantially different from the previous reconsideration.**
10. At the expiration of the three-year period, all actions regarding the work(s) or program(s) become available:
 - a. A patron may initiate a new request for reconsideration

- b. The library director may place the work(s) back in the collection (if previously removed)
- c. The library director may place the work(s) in a new location, including the original location (if previously shifted to a different part of the collection)
- d. The library director may schedule the program(s) for future dates (if previously declined)
- e. The director shall notify the LAB in writing after taking any of the actions listed above.

COMPLAINTS REGARDING LIBRARY FACILITIES

1. Oral Complaint to the Library Director

Any individual who has concerns about library facilities should reach out to the library director. The director will endeavor to address the complaint where readily practical.

2. Written Complaint to the Library Director

When the complaint is of a nature that cannot easily be resolved, the patron may fill out a written complaint form and submit it to the director. The director will attach a written explanation of what action the library has already taken, then forward the form to the relevant City office for action. Where a complaint may fall within the scope of a board or commission, the director will forward the form to the staff liaison for that entity.

COMPLAINTS REGARDING PERSONNEL

Personnel actions are guided by the policies of the library and the City of Homer. Individuals should contact the library director with complaints regarding library staff or volunteers. The director will assess the situation and hear both sides of the issue before taking any action. Some cases may also require involvement by the city manager and/or the director of Human Resources.

Computers, Wi-fi and Internet Use

To fulfill the mission of providing public access to information resources and opportunities for lifelong learning, the Homer Public Library offers free access to the internet and other computer resources.

The following policy discusses the library's rules and regulations regarding internet use in the library and compliance with federal law.

STATEMENT OF RESPONSIBILITY

The Homer Public Library does not control the accuracy, authoritativeness, or suitability of information on the internet and is not responsible for its content. The library does not endorse any products, sites, or material on the internet. Patrons' use of the internet is at their own risk. In no event will the Homer Public Library be held liable for any claims arising, or resulting, from the use of the internet or any of the library's computer resources.

Library staff follow generally accepted library practices to choose links to the library's home page. The library is not responsible for changes in content of the sources to which it is linked, or for the content of sources accessed through secondary links. The library is not responsible for any online breakdowns by the internet provider(s), or for any malware downloaded by any user.

The library reserves the right to take appropriate action to ensure compliance with this policy.

ACCESS

The Homer Public Library affirms the right of every individual to have access to constitutionally protected material. Internet and computer resources, like all other library information, are provided equally to all library users free of charge.

The library also affirms the right and responsibility of parents to determine and monitor their own children's use of all library materials and resources.

The Homer Public Library is guided by the following statements from the American Library Association on access to information, all of which are included in the appendices to this document:

- The Library Bill of Rights
- Freedom to Read Statement

- Access to Library Resources and Services for Minors: An Interpretation of the Library Bill of Rights

LEGAL AND ETHICAL USE

All existing library policies and local, state, and federal laws apply to the library's computer resources. Violation of any laws or regulations may result in loss of library privileges (Homer City Code Section 2.48.070), or possible civil or criminal penalties. The library recognizes that electronic information on the internet may contain material that is inappropriate or offensive to children and patrons of all ages. The library requires that all library patrons using the library's internet connection do so within these guidelines of appropriate and acceptable use.

The following are unacceptable:

- Any use of electronic information which results in the harassment of others;
- Use of electronic information networks which violates a Federal or State law;
- Unauthorized duplication of protected software or licensing agreements, including but not exclusively, "hacking;"
- Destruction, damage to, or unauthorized alteration of the library's computer equipment;
- Behaving in a manner that is disruptive to others;
- Accessing child pornography;
- Any unauthorized disclosure, use and dissemination of any personal identification information regarding minors.
- Display of sexually explicit images at any computer in the library in public view is prohibited and may result in loss of library privileges and possible civil or criminal penalties.

The library reserves the right to classify any action, access, or operation on the internet inappropriate and ban its use by patrons.

All internet users should avoid disclosing personal information over the internet to preserve their own personal safety. Library internet users are prohibited by law from disclosing, using, or disseminating personal information regarding minors without written authorization of the parent or legal guardian of the minors involved.

PRIVACY AND CONFIDENTIALITY

Internet and other computer use in the library will be considered protected by the confidentiality of library records under Alaska Statutes Section 40.25.140. Any information that identifies internet users with specific materials or subject matters is considered confidential. Such records shall not be made available to any agency of local, state or federal government except pursuant to such process, order or subpoena as may be authorized under the authority of federal, state, or local law relating to criminal, civil or administrative discovery procedures or legislative investigatory power. Homer Public Library resists the issuance or enforcement of any such process, order or subpoena until such time as proper showing of good cause has been made in a court of competent jurisdiction.

While the library is sensitive to a patron's need for privacy in using all library resources, the library cannot guarantee a patron's privacy while using computer resources. All patrons are expected to respect the privacy of others.

Patrons should be aware that the library's wireless network is not encrypted and devices will not be isolated from other users or potential eavesdroppers. Patrons are advised to refrain from connecting any device, especially those containing sensitive data, without first fully securing the device. While connected, patrons should avoid performing tasks that are considered confidential without first creating a strongly encrypted and secure connection to the remote computer, service or webpage. Library staff can help with basic technology questions but patrons are ultimately responsible for their own security.

ACCESS BY MINORS (UNDER AGE 18)

Parents or legal guardians must assume responsibility for deciding which library resources are appropriate for their own children, and must guide their children in use of the internet and inform them about materials they should not use. Library staff can assist youth and parents in assessing the benefits and risks of internet use for children.

When using electronic mail or other forms of direct electronic communication, the library urges minors to keep in mind the following safety guidelines:

- Never give out identifying information such as home address, school name, or telephone number.

- Let parents or guardians decide whether personal information such as age, marital status, or financial information should be revealed.
- Never arrange a face-to-face meeting with someone via the computer without parents' or guardians' approval.
- Never respond to messages that are suggestive, obscene, threatening, or make you uncomfortable.
- Have parents or guardians report incidents to the National Center for Missing and Exploited Children at 1-800-843-5678 if they become aware of the transmission of child pornography.
- Remember that people online may not be who they say they are.
- Remember that not everything you read is true.

FURTHER INFORMATION

- Homer Public Library's webpage on Kids and Digital Media
- Homer Public Library's webpage on Resources for Parents
- NetSmartzKids
- National Children's Advocacy Center
- ConnectSafely

Conference Room

The conference room and video conference equipment are intended to further the library's mission through enriching lives and encouraging informational, educational, and cultural activities. When library activities are not occupying the conference room, other groups may use it during open hours for lawful, noncommercial purposes.

- Library use of the conference room takes precedence.
- Use of the conference room must be scheduled in advance.
- All meetings, programs and video conferences during hours when the library is open to the general public must be free and open to the public. Private events may be scheduled after hours for a rental fee.
- Conference room capacity of 46 people may not be exceeded.
- Meetings must end 15 minutes before other scheduled meetings and before the library closes.
- Library staff reserve the right to rescind permission to use the conference room and may provide a substitute room if available.

REFRESHMENTS

A small refreshment preparation area with sink is available in the Conference Room. There are neither cooking facilities nor methods for keeping food heated or cooled. Users are responsible for cleanup and for any damages incurred.

EQUIPMENT

The conference room includes various pieces of equipment for on-premise use, and other equipment is available for checkout. Library staff will explain the proper use of library equipment before it is operated by non-staff users. The library is not responsible for any damage to users' equipment.

Use of conference room equipment is subject to the same rules as other computer equipment throughout the building.

CONFERENCE ROOM AND VIDEO CONFERENCE REQUESTS

- Conference room and video conference equipment use may be requested only by adults. Persons under the age of 18 must be sponsored and supervised by an adult responsible for the group.
- The responsible party agrees to ensure that library policy will be followed and accepts financial responsibility for any charges incurred by the group for damage caused to the building or equipment beyond normal wear.

USER RESPONSIBILITIES

- The responsible party must check in with staff before and after a meeting and is responsible for reasonable care of the videoconference equipment, the conference room, and any other equipment used.
- The responsible party agrees to ensure that equipment is used according to library guidelines, as demonstrated by library staff.
- Library staff must be notified in advance of cancellations. Failure to notify library staff in advance may disqualify the user from future use of the room.
- The responsible party agrees to ensure that the room is cleaned up and returned to its pre-use condition, including furniture arrangement.
- In order to avoid damage, only materials approved by library staff may be affixed to walls or other surfaces.

Abuse of equipment or failure to follow library rules on conference room and video conference equipment use may be grounds for denial of permission for further use.

Damaged, Lost or Overdue Materials

OVERDUE MATERIALS

Patrons who do not return overdue library materials after receiving two notices will have their accounts blocked until library material is returned or compensated for. Patrons with large delinquencies will be referred to a collection agency and will be charged an additional administration fee, as well as all collection agency fees.

LOST MATERIALS

- A patron will be charged the cost of the lost item plus a processing fee.
- A patron should not purchase a replacement copy of a lost item; the library may choose not to accept a replacement item due to a variety of circumstances (e.g., the item has a reinforced binding, there is a newer edition, or more current information is available in a different item).
- After an item has spent 60 days in lost status, patrons will be charged replacement cost and a processing fee even if the item is returned.

REFUND OF REPLACEMENT FEES

The amount paid for a lost book that is later found and returned in good condition to the library can be refunded within 60 days of being marked lost.

INCOMPLETE MATERIALS

If an item is returned missing a part, it will not be checked in. If the patron does not return the missing part within 6 weeks, the patron will be charged a non-refundable replacement fee as well as a processing fee.

DAMAGED MATERIALS

If an item is returned damaged due to negligence by the patron, the patron may be assessed a fee for the repair. If the item has been damaged beyond repair, the patron will be charged a replacement fee plus a processing fee.

MATERIALS LOST TO THEFT OR NATURAL CAUSES

- Charges for materials lost or destroyed by natural causes such as fire or flood may be waived at the discretion of library staff.
- The library may request documentation of the loss.
- The library will furnish a list of borrowed materials with costs for insurance purposes if asked to do so.

Displays and Exhibits

BULLETIN BOARDS

As a service to the City of Homer, the library is a designated posting place for notices issued by the City. Space permitting, other public notices that meet the following guidelines will be posted.

- Official notices of borough, state, and federal agencies relevant to the Homer area.
- Notices for public meetings and events for non-profit organizations.
- Notices of educational courses sponsored by a recognized community organization (but not those publicizing instruction by individual teachers or private firms).

All noticed events must be open to the general public. Notices must be dated and include the name of the sponsoring organization. Library bulletin boards may not be used for commercial sales, personal services, or advertisements for political candidates, parties, and causes.

If bulletin board space becomes insufficient to contain the volume of notices requested for posting, the following restrictions apply:

- Priority is given to events occurring within the library's area of service.
- Notices will be no larger than 8.5 x 11."
- Only one notice per organization may be posted at a time.
- Items will be posted for no more than two weeks.
- Items will be posted for one-time but not recurring events.

Posting of notices does not imply endorsement by the library or the City of Homer. All decisions on posting notices are at the discretion of the library director.

INFORMATION RACKS

The library has limited space for brochures and informational handouts. Materials relating to the library will have first priority. Space permitting, materials meeting the following guidelines may be made available for the public:

- Information produced by city, borough, state, and federal agencies.

- Informational materials from non-profit organizations.
- Information about educational courses and resources sponsored by a recognized community organization (but not those publicizing instruction by individual teachers or private firms).
- All materials must have relevance to the Homer community.

DISPLAYING ARTWORK, COLLECTIONS, OR OTHER EXHIBITS

As part of its public service and information mission, the library makes available designated display and exhibit areas to non-profit groups engaged in educational, cultural, intellectual, or charitable activities.

General guidelines:

- The provision of display space for public use does not constitute library endorsement of the beliefs or viewpoints advocated by the displays, or the organization responsible for the displays.
- Decisions regarding exhibits shall be at the discretion of the library director. Due to limited space, the library director will consider the display's value to the community and will balance a variety of community interests over time.
- The general well-being, safety, maintenance, and good order of the Homer Public Library will take precedence over the agreement to mount or otherwise show exhibitions in library spaces.
- The library does not accept any responsibility for loss or damage of exhibited materials. An owner may wish to obtain private insurance for valuables.
- Individuals and/or groups that submit items for display accept full responsibility for the proper installation, display, and upkeep of materials chosen for exhibition. All installations and related processes must be approved by the appropriate staff of the Homer Public Library.
- Artwork or exhibit items may not be offered for sale while on display in the library, except to benefit the library or Friends of the Homer Library.
- Exhibit-related events using the library grounds and interior spaces must be incorporated into the library schedule through the same process as all other events, and the same rules regarding conduct and facility use apply.

- Unless the library has been retained for private, after-hours use, all exhibition openings and related events must be open to the public and free of charge.

ART IN THE LIBRARY PROGRAM

The Friends of Homer Library (FHL) operate the ongoing Art in the Library program, which displays works by local artists for three months at a time. In late summer, the Friends put out a call for participation, and artists are invited to submit works for display. Works are chosen by a committee composed of the library director, one Library Advisory Board (LAB) member, one member of FHL (who is not also a LAB member) and one member of the Parks, Art, Recreation, and Culture Advisory Committee. The library director holds final review authority over all recommendations made by the committee.

The committee recognizes that tastes and preferences in artwork vary widely and that freedom of expression and access to alternative perspectives are among the highest national values. It also recognizes that the public library is a space in which all segments of society are welcome and encouraged to participate in all its services and activities without barrier; these considerations require sensitivity in the selection process.

Donation Acceptance and Management

The library welcomes donations of materials, funds and other real property, provided such donations align with the library’s mission. Donations will be managed differently depending on the type of donation and its uses. Donations made directly to the library or the Library Endowment Fund will be used for purchasing materials, upgrading or replacing equipment, and improving facilities and services. Donations made to the Friends of the Homer Public Library (FHL) or the FHL Endowment Fund will support that organization’s mission, “to provide support for the Homer Public Library programs and services, to raise funds that enrich the library experience, and to promote the use and enjoyment of the library.”

As a general rule, the library and FHL cannot accept restrictions for specific purposes, such as particular collections or programs. Donors who wish to make a gift for a specific purpose should contact the library director to discuss options.

MATERIALS

The library director shall be authorized to accept gifts of materials on behalf of the library. The library adds gift materials to the collection with the understanding that such material is an integral part of the collection. The library will not set up special collections and will not permit circulation restrictions or stipulations for future use. Books and other materials not deemed appropriate for inclusion in the library collection may be offered to other libraries or institutions or offered for sale.

ARTWORK

All donations of artwork are referred to the Parks, Art, Recreation and Culture Advisory Commission (PARCAC), which evaluates donations in accordance with its policies.

EQUIPMENT AND OTHER PHYSICAL ITEMS

When considering any gift, the library director may solicit the recommendation of a gift acceptance committee, a group made up of advisors knowledgeable about financial, legal, and community matters, to be chosen by the library director. Authority for accepting or rejecting gifts resides with the library director, although high-value gifts may require further approval of the Library Advisory Board

and/or the Homer City Council. Gifts that may require an opinion from the gift acceptance committee include, but are not limited to, the following:

- Any gift with recognition requirements other than those ordinarily provided by the library or Friends of the Homer Public Library (FHL).
- Gifts of valuables that will encumber the library either financially or administratively.
- Large or highly specialized equipment, which requires operator expertise beyond that normally held by library staff.

Because of limited space, as a general rule the library is unable to accept donations of furnishings or other tangible personal property given on condition that these items be retained by or displayed at the library.

FUNDS

Financial donations to benefit the library can be made in two ways: directly to the library or to the Friends of the Homer Public Library (FHL), an independent, nonprofit 501(c)3 organization.

Donations to the library supplement materials for the library's collection, purchases or upgrades for library equipment, and improvements or repairs to library facilities and services. Donations to FHL benefit the organization's mission: to support library programs and services, enrich the library experience, and promote use and enjoyment of the library.

To make a gift to the library or FHL for immediate or specific use, contact the library director or visit the Friends' donate page on the FHL website.

To make a significant gift or planned gift for sustained support over time, visit the Homer Foundation. The Homer Foundation's tax ID number is 92-0139183. Homer Public Library benefits from three separate funds, all managed by the Homer Foundation:

- The Library Endowment Fund supplements the library budget in the same manner as a direct donation to the library. The endowment fund is a permanent investment account, and money invested there pays dividends to support library operations indefinitely.
- The Friends of the Homer Public Library Endowment Fund supports FHL's mission and long-term success. The FHL endowment fund provides permanent support for FHL activities.

- The Friends of the Homer Public Library Stewardship Fund is a non-endowed fund. This fund differs from the endowments in that money invested here is available for FHL to withdraw and spend on activities. A donation to the stewardship fund is the equivalent of a cash or check donation directly to the FHL coordinator.

Donations through the Homer Foundation should comply with the Homer Foundation's gift-acceptance policy.

SECURITIES, REAL ESTATE AND OTHER NON-CASH DONATIONS

On behalf of the two endowment funds, The Homer Foundation (tax ID # 92-0139183) can accept donations in all of the following categories, with the understanding that such donations will usually be liquidated and the resulting monies deposited in the designated fund. All gifts should be considered in the context of preserving the Foundation's public support test and avoiding exposure to any significant monetary obligation or any legal or ethical problems.

- Marketable securities and bonds
- Cash and cash equivalents (including estate remainders)
- Gifts of usable furniture and equipment
- Gifts of precious metals, where the value is easily established
- Insurance policies, where the donor pays any annual premium, and Individual Retirement Accounts. Such donations should name the Homer Foundation's Friends of the Homer Public Library Endowment Fund or the Homer Foundation's Library Endowment Fund as beneficiary.

The Homer Foundation also can accept the following types of donations, although such gifts may require review by the Foundation's Gift Acceptance Committee:

- Real estate. Every proposed gift of real estate must be examined on its individual merits, including, but not limited to, the title to the property and its insurability, the results of environmental investigations, and marketability. The donor must provide an appraisal by a qualified appraiser, completed within the previous 12 months.
- Gift annuities.
- Charitable Remainder or Lead trusts.

- Named endowment funds.

OTHER INFORMATION

The library does not accept donations that are not outright gifts. The library and the Friends of the Homer Public Library reserve the right to decline any gift that interferes with the library's ability to fulfill its mission or that unduly encumbers either the library or the City of Homer.

The library cannot legally appraise gifts for tax purposes. Upon request, donors will be provided a signed and dated gift statement as a receipt.

Donor Recognition

Homer Public Library is grateful for the extensive donations of money, time, materials and other real property that the community has offered for decades. While the library cannot recognize all donations individually, the following pages lay out the process for showing appreciation.

THANK-YOU CARDS

- **Description:** A card mailed to donors.
- **Scope:** Recognizes all financial donations to the Library Endowment Fund and the Friends of the Homer Public Library Endowment Fund during the preceding year. Donations are recognized regardless of their size.
- **Responsibility:** LAB members write thank-you cards for donations to the Library Endowment Fund. FHL Board members write thank-you cards for donations to the FHL Endowment Fund and directly to FHL. The library director writes thank-you cards for donations made directly to the library.
- **Recordkeeping:** Donors are tracked by the Homer Foundation, which provides names and contact information to both the LAB and FHL. Donations made directly to FHL will be tracked by the FHL Coordinator. Donations made directly to the library will be tracked by the library director or a designated staff member.

HOMER PUBLIC LIBRARY ANNUAL REPORT

- **Description:** An annual library report will be issued every January, including a list of donors during the preceding January-December.
- **Scope:** Recognizes all financial donations to the Library Endowment Fund, the Friends of the Homer Public Library Endowment Fund and the Friends of the Homer Public Library Stewardship Fund during the preceding calendar year. Donations are recognized regardless of their size. Donors are listed alphabetically by last name in the report.
- **Responsibility:** The library director writes the Annual Report.
- **Recordkeeping:** The Homer Foundation issues an annual list of donors to its partners.

FISH PLAQUE

- Description: A copper fish bearing the donor's name or inscription will be added to the fish wall outside the entrance of the library.
- Scope: Recognizes all financial donations during the preceding year, not only those given to the endowment funds. Donors who provide \$500 or more will get a small fish, while donations of \$2,500 or more get a large one.
- Responsibility: The LAB will contract with a metalsmith to manufacture the fish.
- Recordkeeping: The Homer Foundation issues an annual list of donors to its partners. Donations made directly to FHL will be tracked by the FHL Coordinator. Donations made directly to the library will be tracked by the library director or a designated staff member.
- Notes: Installation occurs once a year, in late spring or early summer. The recognition is for gifts made during the previous January to December, and is not carried over from year to year. Further, the recognition is for a donation made as a single lump sum; not accumulated over multiple payments in a 12-month period. Donors who have donated over multiple years can have multiple fish on the wall.

JOINT LETTER OF APPRECIATION

- Description: The LAB and FHL will issue a joint letter of appreciation to the donor, with the understanding that the donor may use the letter for advertising purposes.
- Scope: Recognizes substantial or unique gifts that provide great value to the library.
- Responsibility: Based off a common template, the letter is drafted and personalized by the LAB and the FHL Board.
- Recordkeeping: The recognition is for extraordinary (and generally rare) gifts, and must be discussed jointly by the FHL board and the LAB.

EXCEPTIONS

Exceptions or waivers to the provisions of this policy will be considered in exceptional circumstances only, and will be subject to approval by the Homer City Council. The City reserves the right to terminate or alter arrangements for recognition under unusual or extraordinary circumstances.

Equipment

SPECIAL EQUIPMENT AVAILABLE FOR CHECKOUT

Laptop computers	Overhead projector
Wireless hotspots	16 mm movie projector
iPads	Projector screen
Radon detector	Various kinds of sports equipment
Voltmeters	HappyLight® light therapy boxes
Metal detectors	Sewing machines
Digital projector	Blu-ray player
Carousel slide projectors and extra carousels	Portable phonograph/cassette player

SPECIAL EQUIPMENT AVAILABLE FOR ON-SITE USE

Photocopier/scanner	ADA-compliant public computer
Internet-capable flat screen TV	Book magnifier
Moveable flat screen TV on a rolling cart	Public phone
DVD/CD player	Vinyl record player/Bluetooth headphones
Headphones	Blu-ray player
Videoconference equipment	
Videophone	
Microform reader	

Fees

The library endeavors to provide services at the lowest possible cost to patrons. However, some services charge a fee to offset the cost of materials and/or staff time. The website of the Homer City Clerks displays the most recent fee schedule for all City services.

Hold

- When the library owns an item which is not immediately available, it can be placed on hold (i.e., reserved) at a patron's request. When the item becomes available, it will be set aside and the patron will receive notice that it is ready for pickup.
- Holds are retained for a set period after notice is issued. If it is not picked up in that time, it will be reshelfed or passed to the next patron on the holds list.
- Patrons can also place holds themselves through the library's online catalog.
- An item which is checked out cannot be renewed if it is on hold for another patron. Such items should be returned by their original due date.

Interlibrary Loan

Interlibrary loan (ILL) services shall be used to obtain materials and information not available at Home Public Library. Materials may be borrowed from other libraries even if the items do not fit HPL's selection criteria, are out of print, or do not see sufficient demand for HPL to purchase.

Patrons wishing to use HPL's interlibrary loan services should be aware of the following:

- HPL charges a fee for ILL service, and the lending institution may also charge. Patrons may place a limit on acceptable charges, with the understanding that items may not be obtainable below that limit.
- Staff attempt to fulfill ILL requests, but not all materials are obtainable. There is no charge to the patron if staff are unable to complete a request.
- Materials borrowed from other sources circulate according to the policies of the lending institution. Patrons will be charged for lost or damaged items in accordance with those policies.

Library Cards

- A patron may have only one library account.
- A patron must have an account in good standing to borrow materials.
- A patron's account will be blocked, and no services may be obtained with it, if the patron owes \$10.00 or more in unpaid fines and/or fees.
- The guardians listed on the account are responsible for paying any fines and/or fees on the accounts of juveniles under their guardianship.
- At patron request, library staff will renew overdue materials that have not reached the maximum renewal limit, even if a patron's card is blocked. An item that has been placed on hold by another patron may not be renewed.

PERMANENT CARDS

Any adult residing or owning property in the Homer Public Library service area is eligible for a permanent library card. Applying for a card affirms that the card holder accepts responsibility for materials borrowed on the card and any charges incurred. A permanent card allows patrons to check out up to 25 items at a time. The first card is free and must be renewed every two years. Lost cards may be replaced for a small fee.

Requirements for a Permanent Library Card:

1. Apply in person
2. Supply proof of identity
 - Valid driver's license OR
 - Government-issued photo identification OR
 - School identification card
3. Supply proof of residency or land ownership in the library service area

Applicants must reside at a documented address or own property within the library service area. The Homer Public Library service area includes:

- Anchor Point
- Diamond Ridge
- Fritz Creek

- Halibut Cove
- Happy Valley
- Homer City
- Kachemak City
- Kachemak Selo
- Nanwalek
- Nikolaevsk
- Ninilchik
- Port Graham
- Razdolna
- Seldovia
- Voznesenka

Acceptable proof of local residency or land ownership within the library service area includes:

- Valid Alaska driver’s license or other government-issued document showing local address
- Cancelled mail addressed to the applicant postmarked within the last 30 days
- Voter registration card with local precinct
- Recent utility bill showing physical address, printed or on an electronic device
- Preprinted check from a local bank imprinted with local address
- Real estate property ownership, which may be verified on the Borough website
- Current rent bill or signed lease agreement with local address

Important Notes:

- General Delivery or delivery c/o (care of) is not an acceptable address for a permanent card.
- Proof of change of address is required when mail has been returned.
- Patrons who move out of the service area and who no longer meet the requirements of a permanent card are eligible for a temporary card.

PERMANENT CARDS FOR JUVENILES

Requirements for a Juvenile Permanent Library Card:

1. Parent or guardian must apply in person
2. Parent or guardian must supply proof of identity
 - Valid driver's license OR
 - Government-issued photo identification OR
 - School identification card
3. Parent or guardian must supply proof of residency or land ownership in the library service area

Persons under 18 years of age are considered juveniles. By applying for a juvenile permanent card, the parent or guardian accepts responsibility for library materials and services used by the juvenile, as well as the juvenile's conduct on library premises. Juveniles may check out up to 25 items at a time on a permanent card. The parent or guardian's library account must be in good standing before any new cards will be issued.

TEMPORARY CARDS

Temporary cards are issued to people who plan to be in the service area for six months or less or do not have proof of local residency. A temporary card is available for a small fee and is valid for six months. Temporary card holders may check out up to ten items at a time. Applying for a card affirms that the card holder accepts responsibility for materials borrowed on the card and any fines incurred. A patron may not have more than one valid Homer Public Library card. Temporary cards may not be used for interlibrary loan (ILL).

Requirements for a Temporary Library Card:

1. Apply in person
2. Supply proof of identity
 - Valid driver's license OR
 - Government-issued photo identification OR
 - School identification card
3. Supply proof of mailing address
 - Valid driver's license or other government-issued document showing mailing address
OR

- Evidence of cancelled mail addressed to the applicant postmarked within the last 30 days

A local address may be given in addition if available. General Delivery or delivery c/o (care of) is not acceptable as a mailing address for a temporary card. Both may be used as a supplemental local address.

TEMPORARY CARDS FOR JUVENILES

Persons under 18 years of age are considered juveniles. By applying for a juvenile temporary card, the parent or guardian accepts responsibility for library materials and services used by the juvenile as well as the juvenile's conduct on library premises. If the parent or guardian has a library card, that library account must be in good standing before a juvenile temporary card will be issued to the juvenile.

Requirements for a Juvenile Temporary Library Card:

1. A parent or guardian must apply in person.
2. Supply proof of identity for the parent or guardian.
3. Supply proof of mailing address for the parent or guardian. Exceptions to the above requirements may be made at the discretion of the library director.

RECIPROCAL CARDS

Certain libraries within Alaska participate in the reciprocal borrowing program, which allows patrons to check out materials from the Homer Public Library using a card from their local library. Materials must be returned to Homer, not to the reciprocal institution. Patrons interested in this program should speak to staff at the front desk. Reciprocal cards may not be used for interlibrary loan (ILL).

Requirements:

1. Must be present in person
2. Must present ID
3. Must present a physical card from another library participating in the reciprocal borrowing program

INSTITUTIONAL CARDS

On occasion, the library partners with community organizations (such as schools or assisted-living facilities) to make materials available to people within the organization using an “institutional” account. Institutions that wish to take advantage of this option should contact the library director.

LOST, STOLEN OR DAMAGED CARDS

- A patron is responsible for notifying the library promptly of a lost or stolen card.
- A patron is responsible for all items checked out on the card prior to it being reported lost or stolen.
- When a patron reports a library card is lost or stolen, a block is placed on that account number. A replacement card may be issued for a small fee.
- A patron must be present and supply proof of identity when a new card is issued.
- A card may be replaced free of charge at the discretion of library staff for normal wear and tear (e.g., when the scanner is no longer able to read the barcode) or hardship (e.g., patron’s house burned down).
- A patron must verify registration information.

Other Spaces

Questions about reserving other areas within and around the library should be addressed to the library director.

FIREPLACE LOUNGE

The fireplace lounge occupies the southeast corner of the main floor. It provides space for roughly 40 people (seated) or 60 (standing). A projection screen and overhead speakers are available. The space is suitable for lectures, panel discussions or movie showings (during winter darkness).

JOY GRIFFIN CHILDREN'S LIBRARY

The children's library can be used for educational activities or programs. Besides the shelving area, the room includes an open floor space for programs, child-sized tables and chairs, and a small computer corner.

PLAZA

The plaza in front of the library building does not require reservations, though library staff appreciate being informed of any organized activities taking place. Individuals may distribute flyers or display signs in the plaza, but use of the space may not impede access to the library building or create a danger to people or property. Smoking is only permitted at the designated smoking area west of the plaza.

WESTERN LOT AND STORY WALK TRAIL

A public trail leads westward from the library building, skirting the north edge of the parking lot and continuing into the trees as far as the Poopdeck Trail. The Story Walk Trail displays pages from picture books on posts along the trail. Library programs are occasionally conducted in areas adjacent to the trail, but the library assumes no responsibility for the activities of other groups using the space.

No reservations are needed for using the trail.

Privacy

The Homer Public Library recognizes the need to protect each individual's right to privacy regarding materials borrowed from the library and questions asked of staff.

CONFIDENTIALITY OF LIBRARY RECORDS

Reaffirming the individual's right to read, listen, and view, the Homer Public Library declares that circulation and registration records of the library are confidential in nature, protected by the individual's right to privacy, and that these records are not to be disclosed to any person or agency, government, or other organization, under any circumstance, except upon order from a court of competent jurisdiction. Any costs the library incurs in any search shall be charged to the agency demanding such search.

Authority for this policy is set in Alaska Statutes, Inspection and Copying of Public Records:

Sec. 40.25.140. Confidentiality of library records.

(a) Except as provided in (b) of this section, the names, addresses, or other personal identifying information of people who have used materials made available to the public by a library shall be kept confidential, except upon court order, and are not subject to inspection under AS 40.25.110 or 40.25.120. This section applies to libraries operated by the state, a municipality, or a public school, including the University of Alaska.

(b) Records of a public elementary or secondary school library identifying a minor child shall be made available on request to a parent or guardian of that child. (sec. 1 ch 35 SLA 1985)

To conform to the law: Names, addresses, telephone numbers, or information concerning what items are on a patron's account or what a patron is reading will NOT be given out to anyone, including spouses and law enforcement officers, with the following exceptions:

- Patrons request information in person about their own accounts and can produce their own library cards.
- Patrons request information over the telephone about their own accounts and can provide the account number and PIN.

- Patrons email requesting information about their own accounts from the email address listed for the account and can provide the account number.
- Parents or legal guardians request titles of overdue, lost, or damaged items their minor children have borrowed, and the identity of the person can be verified as a parent or guardian listed on the minor's account.

Under no circumstances should a minor's address or telephone number be given to anyone, including a parent or guardian. A minor is anyone under the age of 18. All notices sent to patrons will be in envelopes or otherwise suitably masked to maintain confidentiality. If at any time there is a question about giving out information from library patron accounts, the staff member will check with the library director.

CONFIDENTIALITY OF INTERNET AND OTHER ELECTRONIC ACCESS

Internet and other computer use in the library will be considered protected by the confidentiality of library records under Alaska Statutes Section 40.25.140. Any information that identifies internet users with specific materials or subject matters is considered confidential. Such records shall not be made available to any agency of local, state or federal government except pursuant to such process, order or subpoena as may be authorized under the authority of federal, state, or local law relating to criminal, civil or administrative discovery procedures or legislative investigatory power.

Homer Public Library resists the issuance or enforcement of any such process, order or subpoena until such time as proper showing of good cause has been made in a court of competent jurisdiction.

While the library is sensitive to a patron's need for privacy in using all library resources, the library cannot guarantee a patron's privacy while using computer resources. All patrons are expected to respect the privacy of others.

Programs Led by Library Staff or Friends of Homer Library

Library staff and the Friends of Homer Library routinely organize and run events in the library. Typical events include author readings, Storytime, children's activities, book clubs, and regular meetings of groups that further the educational and cultural goals of the library's mission. Many other programs are one-time events.

Decisions regarding the content and scheduling of such programs rest with library staff and ultimately the library director. The selection of programs is guided by the library's mission statement and also considers the following factors:

- Budget
- Space limitations
- Presentation quality
- Interest to target audience
- Educational value (or value that enhances the library mission more broadly)
- The capacity of staff in terms of skills, resources, etc.
- For children or youth, the developmental appropriateness of the program, including its content, length, timing, etc.

Staff will consider all programs that do not conflict with the library's mission, even when those programs may inspire controversy.

All programs are offered to the public free of charge, with the exception of certain events designed to raise funds for the library or Friends of Homer Library. The vast majority of presenters and performers provide their services for free, but the library or Friends may occasionally pay a stipend or travel and lodging costs. Financial arrangements are negotiated on a case-by-case basis.

CO-HOSTED PROGRAMS

Homer Public Library, or the Friends of Homer Library, may occasionally co-host events in partnership with outside groups. All such events require authorization from the library director. Co-hosted events must meet the following minimum requirements:

- Must be compatible with the library's mission and policies

- Must be free and open to all
- Must not promote a political candidate or cause, or imply library support for any candidate or cause. A public debate or other forum that presents contrasting views is acceptable.
- Must not place undue burdens on staff or volunteers
- The library director has the discretion to consider other factors as appropriate

Exceptions to these guidelines may be granted by special permission of the library director.

RECORDING

Library programs take place in a public forum and staff may make recordings, including photographs, video or audio, for purposes of advertising such programs to the public.

Programs Organized by Community Groups or Individuals

The Homer Public Library welcomes the use of its space by community groups for informational, educational, cultural and civic activities, to the extent that such activities do not interfere with library operations or use of the library by other patrons.

Events require authorization from the library director, and permission to run an event within the library does not imply endorsement of the views or content expressed. As a public institution, the library is required to remain neutral on matters of public policy.

GUIDELINES FOR EVENTS

- All events held during open hours must be non-commercial and free to the public.
- Direct or indirect sale of any product or service is prohibited, except for sales sponsored by the library or Friends of the Homer Public Library. Non-profit organizations may accept donations to cover the cost of program or workshop presentation.
- Library facility use is intended for specific events rather than for meetings that recur on a regular schedule. Scheduling of library facility use will be limited when necessary to ensure equitable access to the facilities for the entire community.
- Users are responsible for complying with all library rules, for cleanup, and for any damage to the facility, its grounds, or contents.
- Partisan or religious organizations may use meeting spaces as long as this use does not impinge on the right of other patrons to enjoy the library without interference.
- Videos, licensed stage plays and other performances may be used in public programs and after-hours scheduled meetings, but the organizer(s) are responsible for obtaining public performance rights.
- Display of pornographic images in public view in the library is prohibited and may result in loss of library privileges and possible civil or criminal penalties.
- The library does not assume liability for damage to or loss of personal property, or for any personal injury, which occurs as a result of the actions of the sponsors or participants in meetings scheduled at the library.

- Homer Public Library facilities and grounds may not be used for activities deemed inappropriate by the library director. Large special events must comply with Homer City Code 5.46.

Users may appeal the library director’s decision to the city manager, whose decision shall be final.

DURING LIBRARY HOURS

During open hours, group activities are normally confined to the conference room or study rooms, except for programs led by library staff or the Friends of the Homer Public Library. The library director may make exceptions when an event is compatible with library operations and use of the library by other patrons.

OUTSIDE LIBRARY HOURS

Various spaces in the library are available for rent outside of library hours. Such use requires a reservation and fee. All after-hours events must be approved in advance by the library director and supervised by library staff or other supervisors approved by the library director. Scheduling of after-hours events is dependent upon availability of an individual approved to supervise. See the After-Hours Facility Use Agreement for fees and the conditions of use.

The fee for use may be waived at the discretion of the library director on a case-by-case basis for non-profit groups that provide significant support to the library or Friends of the Homer Public Library.

An After-Hours Facility Use Agreement must be approved by the library director.

Solicitation, Petitions, and Distribution of Materials

Individuals or groups may circulate petitions and distribute literature on any topic in the public forum area surrounding the library building, subject to applicable local, state and federal laws and regulations. Persons wishing to circulate petitions or distribute literature should inform staff at the circulation desk before commencing as a courtesy to staff, to confirm location of the public forum areas, and to avoid potential conflicts with scheduled library activities. Distribution of literature and circulation of petitions must not disturb library patrons, impede their access to the library, create a safety hazard, or interfere in any way with normal use of the facility, the grounds, or parking areas.

Circulation of petitions and distribution of literature are forbidden within the library building, under the covered entrance to the library, along the front walkways that connect with sidewalks and the parking area, and in the parking areas in order to maintain safety and allow public access to the library without impediment or disturbance. The remaining library grounds are designated as public forum areas.

All materials must be worded to avoid any implication of endorsement or sponsorship by the Homer Public Library or the City of Homer. Permission to use the library grounds does not constitute an endorsement or sponsorship of any group, individual, organization or event or carry with it any responsibility for representation of all points of view.

Soliciting funds is not permitted within the library building, with the exception of activities that benefit the library or the Friends of Homer Library.

Study Rooms

The library has five study rooms, one of which is designated as a “special equipment” room for public tools such as the microform reader or the videophone. If this special equipment is not immediately needed, the room is available as a general study room.

- Study rooms are available for use only when the library is open to the general public. Rooms are kept locked when not in use.
- Capacity of the rooms is 6 individuals, with up to 8 individuals allowed on a case-by-case basis with permission from library staff.
- Rooms are available on a first-come, first-served basis except when scheduled by library staff for governmental meetings, one-time educational uses such as proctoring tests, or to accommodate unexpected conflicts in conference room use. Patrons are guaranteed use of the room for a two-hour period. Additional time may be granted if no other groups or individuals wish to use the room.
- Individuals taking proctored examinations may use the group study rooms by appointment. The library’s designated proctor will book rooms for this purpose.

Identification:

- One member of a group must agree to be responsible for the use of the room, and must check in at the front desk. Staff will hold the responsible person’s photo ID (or library card if the individual does not have a driver’s license or state ID card) while the group is using the room.
- Patrons taking proctored exams are not required to leave ID at the front desk.

The person signing for a group study room is responsible for seeing that it is used in accordance with the following rules and for any damage that might be done to the room or its furnishings.

- Capacity is not to exceed 6 persons without staff permission.
- No food is allowed. Beverages in covered containers only.
- Room is to remain unlocked while in use.
- Lights must be on.
- Furniture is not to be removed from nor added to the room.
- Noise levels should not be audible outside the room.
- No materials may be affixed to walls or other surfaces.

- Users must notify the front desk when finished.
- Room should be left in clean and tidy condition.

Violation of any of the above rules is grounds for the entire group's forfeiture of use of the room.

Unattended Children

The library welcomes children to use its facilities and services; however, the safety of children left alone in the library is a serious concern. Responsibility for the behavior and well-being of children using the library rests with the parent (or guardian or caregiver assigned by the parent) and not with the library's personnel. Children under the age of 12 are not considered appropriate guardians for their younger siblings in a library setting. Library staff members cannot supervise children in the library.

If a child under 12 years of age is left unattended in the library, and the child's behavior becomes a problem for other patrons or library staff, the library staff will attempt to locate the child's parents or guardians. If a parent cannot be reached, the City of Homer Police Department will be called to escort the child home or keep the child until parents or guardians can be located. Library employees are not permitted to remain after hours with an unattended child or to give a child a ride home. If a parent cannot be reached by the time the library is to close, the police will be called to escort the child home or keep the child until parents can be reached.

In any situation involving youth safety and specifically whenever parents (or other caregivers) or law enforcement personnel are contacted, staff will complete an Incident Report. In cases of serious violations of the Unattended Children Policy, the library will notify the Alaska Division of Family and Youth Services.

User Conduct

GENERAL GUIDELINES

The Homer Public Library is available to persons of all ages. While everyone has an equal right to access library services and facilities, no person has the right to interfere with the ability of others to use and enjoy library resources, services, and facilities.

The library director and staff are responsible for enforcing patron conduct in the library. Anyone found to be interfering with another's use of the library will be asked to stop the behavior or activity. If the behavior continues, the staff will ask the individual to leave the library. Failure to leave will result in a call for police assistance. Repeated or serious violations may result in denial of library privileges and permanent exclusion.

No list can be exhaustive; however, any conduct which disrupts library use is prohibited. The following are not acceptable in the library:

- Harassing or threatening others verbally, physically, sexually, or electronically. Harassment includes (but is not limited to) deliberately disturbing or distracting others, using abusive or profane language, and other behaviors designed to make the target feel uncomfortable or endangered.
- Bringing animals into the facility, with the exception of service animals as defined by the Americans with Disabilities Act, Titles II and III, and Alaska law (AS 11.76.130).
- Consuming food inside the library, except where and when specifically permitted by the library director. Beverages in covered containers are allowed.
- Smoking, vaping, drugs, and alcoholic beverages are not allowed in the library. Smoking is allowed in a designated smoking area 50 feet from the library entrance.
- Excessive noise.
- Destroying or defacing property of others, including library property.
- Stealing library materials.
- Making unauthorized or inappropriate use of library equipment.
- Trespassing into any area closed to the public.

- Using a bicycle, skateboard, scooter, roller or in-line skates in the library or near the entrance and entryway sidewalks.
- Exhibiting odor or fragrance that disturbs others to the point that it interferes with library activities, use of library resources, or staff work.
- Using library facilities for purposes of bathing or sleeping.
- Having a visible infestation of lice, parasites, or other pests.
- Having wet or soiled clothing that may stain or befoul library furniture.
- Committing any other illegal acts or conduct in violation of federal, state, or local law, ordinance, or regulation.

Volunteers

The library depends on dedicated volunteers! Each week hundreds of books are shelved, mended and made available to the public thanks in part to the hard work of people who donate their time and skills to ensure the institution's success.

Staff can sign off on community service hours or certify work experience for educational programs.

The information below is specific to the library, but the library's policies will conform to the larger City of Homer Volunteer Policy, if and when such a policy is created.

APPLICATION PROCESS

Anyone interested in volunteering at the library must fill out an application form, available at the front desk or on the library's website. The staff volunteer coordinator will reach out to schedule shifts and provide training.

Volunteers who would like to work with youth (under age 18) will need to pass a background check, unless the volunteers themselves are under age 18.

The simplest background check is the Alaska State Troopers name-only search. The library will cover the application fee if the application is processed directly by library staff. Background checks must be renewed every 3 years. **Volunteers who already have a background check can simply demonstrate that their existing clearance is up to date.** Examples include:

- Kenai Peninsula Borough School District
- Military or government security clearance
- Community care license
- Clearance provided by another community organization that works with youth

RESPONSIBILITIES

Homer Public Library has many jobs for volunteers. Ongoing work includes shelving library materials, mending or cleaning books, shelf-maintenance and processing new materials. If you are interested in any particular area please specify your job preference on the volunteer application. Occasionally a

special program or project requires the help of volunteers and the library keeps a list of those willing to be called as needed. The work may be independent or in small groups.

Volunteers supplement the duties and activities of paid employees, and may be mistaken for regular staff. Due to this, volunteers are held to the same standards of professional behavior as paid employees. Volunteers should not exceed the limits of training, but refer difficult or complex questions to staff. Volunteers who consistently violate library rules or fail to complete tasks may be asked to resign.

Forms

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HOMER PUBLIC LIBRARY: MEETING ROOM RESERVATION (OPEN HOURS)

Submit this form in person, complete it on the library's website or email it to circ@ci.homer.ak.us.

Event Information	
Date:	
Start time (including setup):	End time (must clean up by):
Name of organization:	
Person responsible during event:	
Mailing address:	
Phone:	Email:
<input type="checkbox"/> My event is free to attend, open to the public, and non-commercial. <input type="checkbox"/> This is a private event (I will pay a fee for use and schedule during closed hours.)	
Subject or purpose of event:	
Library hours are Mon/Wed/Fri/Sat 10:00-6:00 and Tues/Thurs 10:00-8:00.	
Equipment Needs	
<input type="checkbox"/> Electric tea kettle <input type="checkbox"/> 12-cup coffee maker <input type="checkbox"/> Portable projector screen <input type="checkbox"/> Document camera (digital overhead)	<input type="checkbox"/> Digital projector <input type="checkbox"/> Library laptop <input type="checkbox"/> Slide or 16mm projector <input type="checkbox"/> Overhead projector
Various items of furniture and electronic equipment are stored permanently in the meeting room. If you need to rearrange and/or use any of this equipment, please ask staff for help.	

- As the responsible party, I understand that I must provide a valid ID and signature to gain access to the meeting room.
- I have read the library's policies and I accept responsibility for ensuring that I and my attendees abide by those policies.
- I will not publicize my meeting in a way that suggests library sponsorship or affiliation.

Signature of responsible party:				Date:
<input type="checkbox"/> Tent. on cal.	<input type="checkbox"/> Approved	<input type="checkbox"/> Confirmed	<input type="checkbox"/> On cal.	Attendance:

HOMER PUBLIC LIBRARY: FACILITY RESERVATION (AFTER HOURS)

This application is not complete until approved by the library director. Do not advertise your event or assume your request has been approved until you receive confirmation from staff and fees are paid. Submit this form in person or email to circ@ci.homer.ak.us.

Event Information	
Date:	
Start time (including setup):	End time (must clean up by):
Name of organization:	
Person responsible during event:	
Mailing address:	
Phone:	Email:
Subject or purpose of event:	
Estimated attendance:	
Library hours are Mon/Wed/Fri/Sat 10:00-6:00 and Tues/Thurs 10:00-8:00.	
Library Area Requested	
<input type="checkbox"/> Meeting Room (\$50/hour)	<input type="checkbox"/> Entire facility, excluding staff workspace (\$300 deposit, plus \$300 facility use fee and \$50/hour for staff supervision)
<input type="checkbox"/> Fireplace Lounge (\$50/hour)	
<input type="checkbox"/> Children's Library (\$50/hour)	
Equipment Needs	
<input type="checkbox"/> Electric tea kettle	<input type="checkbox"/> Digital projector
<input type="checkbox"/> 12-cup coffee maker	<input type="checkbox"/> Library laptop
<input type="checkbox"/> Portable projector screen	<input type="checkbox"/> Slide or 16mm projector
<input type="checkbox"/> Document camera (digital overhead)	<input type="checkbox"/> Overhead projector
Various items of furniture and electronic equipment are stored permanently in the meeting room. If you need to rearrange and/or use any of this equipment, please ask staff for assistance.	

Continued on reverse

Guidelines for Using Library Facilities After Hours

The library’s rules for user conduct apply during all times, regardless of whether the library is open to the public. The following specific requirements apply to after-hours facility use:

- Facility use may only be requested by a responsible party age 18 or older. The responsible party agrees to ensure that library policies will be followed and accepts financial responsibility for any charges incurred by the group for damage to the building or equipment (beyond normal wear).
- The responsible party must check in with staff before and after an event. Library staff must be notified of cancellations before the event’s scheduled start time. Failure to notify staff in advance may disqualify the user from future use of the facility.
- Users are responsible for cleanup and for any damage to the facility, its grounds or contents.
- The library does not assume liability for damage to or loss of personal property, or for any personal injury, which occurs as a result of the actions of the sponsors or participants.

This after-hours facility use agreement must be approved by the library director and all fees must be paid before a reservation is considered confirmed. Full payment is due within 30 days of confirming a reservation, or with the return of this agreement if confirming less than 30 days before the scheduled start time. The responsible party is liable for full rental fees unless the library receives a written notice to change or cancel the confirmed reservations at least 30 days in advance of the scheduled event.

The responsible party must initial and sign below:

- As the responsible party, I understand that I must provide a valid ID and signature to gain access to the facility.
- I have read the library’s policies and I accept responsibility for ensuring that I and my attendees abide by those policies.
- If approved, I will not publicize my meeting in a way that suggests library sponsorship or affiliation.

Signature of responsible party:				Date:	
Signature of library staff:				Date:	
<input type="checkbox"/> Tent. on cal.	<input type="checkbox"/> Approved	<input type="checkbox"/> Confirmed	<input type="checkbox"/> On cal.	<input type="checkbox"/> Deposit	<input type="checkbox"/> Paid in full

HOMER PUBLIC LIBRARY: BACKGROUND CHECK PROCESS

Thank you for volunteering with the Homer Public Library! The library couldn't run so many programs or provide so many services without the help of dedicated volunteers.

The background check is required only for volunteers who are interested in **directly working with youth under age 18**, and must be renewed every three years. If you don't participate in youth programs or activities, you don't need a background check. Background checks are not required for volunteers under the age of 18.

If you already have a background check	If you don't have a background check
<p>If you have a current background check from another entity, just send your clearance letter to dberry@ci.homer.ak.us. If you're uncertain whether your clearance is valid, contact the library director. Common examples include:</p> <ul style="list-style-type: none"> • Volunteer with the Kenai Peninsula Borough School District • Military or government security clearance • Community care license • State Troopers clearance for another organization that works with youth 	<p>The library accepts background checks provided by the Alaska State Troopers. There are two ways to do it: in person or through the mail.</p> <p>In person</p> <ol style="list-style-type: none"> 1. Call the Anchor Point post of the Alaska State Troopers at 907-235-8239 to make sure someone is available to process background checks. 2. Visit the post in person M-F 8:30-4:00. You will need to present two forms of ID, one of which must be government-issued. This is a name-based background check; fingerprints are not required. 3. Pay the \$20 processing fee by cash, check or money order. The library will reimburse you once the results arrive.

	<ol style="list-style-type: none">4. Deliver a copy of your results to Dave Berry at the library or send a copy to dberry@ci.homer.ak.us. <p>By mail</p> <ol style="list-style-type: none">1. Get a “Criminal Justice Information from Record Subject” application from staff or from the State Troopers website.2. Check box 3 on the application form.3. Fill in your personal information.4. Have the report sent to your own address.5. Include a check for \$20. The library will reimburse you when the report arrives.6. Mail the original form and the check to: Criminal Records and Identification Bureau, 5700 E. Tudor Road, Anchorage, AK 99507.7. Deliver a copy of your results to Dave Berry at the library or send a copy to dberry@ci.homer.ak.us.
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For more information about the background check process, see the website of the Alaska State Troopers at <https://dps.alaska.gov/Statewide/R-I/Background/Home>. The same website provides copies of the application form, under the title “Criminal Justice Information from Record Subject.”

HOMER PUBLIC LIBRARY: FACILITIES COMPLAINT FORM

Patron's Information

Name

Address

Phone or email

Patron's signature

Date

Comments or complaints

Actions Taken by Library Staff

Signature of library staff

Date

Continued on reverse

Form Forwarded

Date:

ADMINISTRATION	OTHER CITY OFFICES	BOARDS AND COMMISSIONS
<input type="checkbox"/> City Manager	<input type="checkbox"/> City Clerks	<input type="checkbox"/> Americans with Disabilities Act (ADA)
<input type="checkbox"/> Communications	<input type="checkbox"/> Community Recreation	<input type="checkbox"/> Economic Development Commission (EDC)
<input type="checkbox"/> Human Resources	<input type="checkbox"/> Finance	<input type="checkbox"/> Library Advisory Board (LAB)
	<input type="checkbox"/> Fire	<input type="checkbox"/> Parks, Art, Recreation and Culture Advisory Commission (PARCAC)
	<input type="checkbox"/> IT	<input type="checkbox"/> Planning Commission
	<input type="checkbox"/> Planning	<input type="checkbox"/> Port and Harbor Commission
	<input type="checkbox"/> Police	
	<input type="checkbox"/> Port and Harbor	
	<input type="checkbox"/> Public Works	
	<input type="checkbox"/> Building Maintenance	
	<input type="checkbox"/> Parks	
	<input type="checkbox"/> Roads	
	<input type="checkbox"/> Water and Sewer	

Other

HOMER PUBLIC LIBRARY: REQUEST FOR RECONSIDERATION OF MATERIALS OR PROGRAMS

This form constitutes a written request for staff to reconsider materials in the collection or programs affiliated with the library. A separate form must be completed for each work and/or program in question. Incomplete forms will not be considered. A complaint about a program must be filed no later than five working days after the scheduled date of the event. Only residents of the library's service area may submit this form.

Patron's Information

Do you represent: <input type="checkbox"/> Yourself <input type="checkbox"/> An organization <input type="checkbox"/> Other (specify below)	
Name	
Mailing address	
Phone or email	
Signature	Date

Information About the Work or Program

Type of material: <input type="checkbox"/> Book <input type="checkbox"/> Periodical <input type="checkbox"/> Audio <input type="checkbox"/> Video <input type="checkbox"/> Program <input type="checkbox"/> Other
Author/Performer
Title

Continued on reverse

What is your objection to this material or program? Please be specific and cite pages or scenes.	
Did you read, view or listen to the entire work or program? If not, what parts?	
What harm do you feel might result from reading, viewing or listening to this work or program?	
For what age group do you recommend this work or program?	
Have you read any reviews? If so, please provide a citation.	
Do you have a recommendation for other material that would provide information or perspective on this topic?	
What action do you wish the library to take?	
Staff member receiving form	Date

HOMER PUBLIC LIBRARY: VOLUNTEER APPLICATION

Personal Information

Full Name:

Last

First

M. I.

Mailing Address:

Street Address

Apartment/Unit #

City

State

Zip Code

Primary Phone:

Alternate Phone:

Email Address:

Emergency Contact

Full Name:

Last

First

M. I.

Mailing Address:

Street Address

Apartment/Unit #

City

State

Zip Code

Primary Phone:

Alternate Phone:

Email Address:

Previous job skills or volunteer experience

Why do you want to volunteer at the library?

Position desired:

Days and Times Available

Monday:

Thursday:

Tuesday:

Friday:

Wednesday:

Saturday:

HOMER PUBLIC LIBRARY: CREATOR’S PERMISSION FOR USE OF COPYRIGHTED MATERIAL

This form grants library staff permission to read or perform works by others as part of a library program. The form is not needed when authors or creators read or perform their own works.

DESCRIPTION OF WORK(S)	
Title(s):	
Author(s):	
Year(s) of publication:	ISBN or other identifying information:

Please Initial below

I certify that no other individual or parties hold copyright interest in the work(s) described above, that I hold all rights to the works listed, and that the license granted herein does not violate any third-party rights or applicable laws. If I am not of legal age, the signature on this form is that of a parent, guardian or other entity authorized to sign on my behalf.

I hereby grant Homer Public Library permission to use the copyrighted material(s) described above in public performance, including recording the performance for preservation on the internet. The library will credit the copyright holder in announcements, recordings or other public settings.

I understand that no monetary compensation will be provided in exchange for granting this permission.

I understand that this agreement does not in any way invalidate or rescind my copyright, and that I continue to hold the copyright until such time as I choose to surrender it.

Printed Name:	
Signature:	Date:
Phone:	Email:

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Appendices

RELEVANT LAWS

Homer City Code

Chapter 2.48: Public Library

Chapter 5.46: Special Events

Chapter 19.08.030: Parking or Camping Prohibited

State of Alaska Statutes

Alaska Statute 11.76.130: Interference with Rights of Physically or Mentally Challenged Person

Alaska Statute 14.56.400: Public Libraries

Alaska Statute 29.35.145: Regulation of Firearms

Alaska Statute 40.25.140: Confidentiality of Library Records

United States Constitution, Code and Statutes

First Amendment to the U.S. Constitution

Americans with Disabilities Act, Title II, Section 35.136: Service Animals

U.S. Code Title 17: Copyrights

LIBRARY BILL OF RIGHTS

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/librarybill>.

CODE OF ETHICS OF THE AMERICAN LIBRARY ASSOCIATION

As members of the American Library Association, we recognize the importance of codifying and making known to the profession and to the general public the ethical principles that guide the work of librarians, other professionals providing information services, library trustees and library staffs.

Ethical dilemmas occur when values are in conflict. The American Library Association Code of Ethics states the values to which we are committed, and embodies the ethical responsibilities of the profession in this changing information environment.

We significantly influence or control the selection, organization, preservation, and dissemination of information. In a political system grounded in an informed citizenry, we are members of a profession explicitly committed to intellectual freedom and the freedom of access to information. We have a special obligation to ensure the free flow of information and ideas to present and future generations.

The principles of this Code are expressed in broad statements to guide ethical decision making. These statements provide a framework; they cannot and do not dictate conduct to cover particular situations.

1. We provide the highest level of service to all library users through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.
2. We uphold the principles of intellectual freedom and resist all efforts to censor library resources.
3. We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.
4. We respect intellectual property rights and advocate balance between the interests of information users and rights holders.
5. We treat co-workers and other colleagues with respect, fairness, and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of our institutions.

6. We do not advance private interests at the expense of library users, colleagues, or our employing institutions.
7. We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of the aims of our institutions or the provision of access to their information resources.
8. We strive for excellence in the profession by maintaining and enhancing our own knowledge and skills, by encouraging the professional development of co-workers, and by fostering the aspirations of potential members of the profession.
9. We affirm the inherent dignity and rights of every person. We work to recognize and dismantle systemic and individual biases; to confront inequity and oppression; to enhance diversity and inclusion; and to advance racial and social justice in our libraries, communities, profession, and associations through awareness, advocacy, education, collaboration, services, and allocation of resources and spaces.

Adopted at the 1939 Midwinter Meeting by the ALA Council; amended June 30, 1981; June 28, 1995; January 22, 2008; and June 29, 2021.

Retrieved 2/14/23 from <https://www.ala.org/tools/ethics>.

FREEDOM TO READ STATEMENT

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can

initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

A Joint Statement by:

[American Library Association](#)

[Association of American Publishers](#)

Subsequently endorsed by:

[American Booksellers for Free Expression](#)

[The Association of American University Presses](#)

[The Children's Book Council](#)

[Freedom to Read Foundation](#)

[National Association of College Stores](#)

[National Coalition Against Censorship](#)

[National Council of Teachers of English](#)

The Thomas Jefferson Center for the Protection of Free Expression

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/freedomreadstatement>.

FREEDOM TO VIEW STATEMENT

The **FREEDOM TO VIEW**, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

Endorsed January 10, 1990, by the ALA Council

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/freedomviewstatement>.

LIBRARIES: AN AMERICAN VALUE

Libraries in America are cornerstones of the communities they serve. Free access to the books, ideas, resources, and information in America's libraries is imperative for education, employment, enjoyment, and self-government.

Libraries are a legacy to each generation, offering the heritage of the past and the promise of the future. To ensure that libraries flourish and have the freedom to promote and protect the public good in the 21st century, we believe certain principles must be guaranteed.

To that end, we affirm this contract with the people we serve:

- We defend the constitutional rights of all individuals, including children and teenagers, to use the library's resources and services;
- We value our nation's diversity and strive to reflect that diversity by providing a full spectrum of resources and services to the communities we serve;
- We affirm the responsibility and the right of all parents and guardians to guide their own children's use of the library and its resources and services;
- We connect people and ideas by helping each person select from and effectively use the library's resources;
- We protect each individual's privacy and confidentiality in the use of library resources and services;
- We protect the rights of individuals to express their opinions about library resources and services;
- We celebrate and preserve our democratic society by making available the widest possible range of viewpoints, opinions and ideas, so that all individuals have the opportunity to become lifelong learners - informed, literate, educated, and culturally enriched.

Change is constant, but these principles transcend change and endure in a dynamic technological, social, and political environment.

By embracing these principles, libraries in the United States can contribute to a future that values and protects freedom of speech in a world that celebrates both our similarities and our differences, respects individuals and their beliefs, and holds all persons truly equal and free.

Adopted February 3, 1999, by the Council of the American Library Association

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/americanvalue>.

ACCESS TO LIBRARY RESOURCES AND SERVICES FOR MINORS: AN INTERPRETATION OF THE LIBRARY BILL OF RIGHTS

The American Library Association supports equal and equitable access to all library resources and services by users of all ages. Library policies and procedures that effectively deny minors equal and equitable access to all library resources and services available to other users is in violation of the American Library Association’s *Library Bill of Rights*. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the *Library Bill of Rights* states, “A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.” The right to use a library includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, apparent maturity, educational level, literacy skills, emancipatory or other legal status of users violates Article V. This includes minors who do not have a parent or guardian available to sign a library card application or permission slip. Unaccompanied youth experiencing homelessness should be able to obtain a library card regardless of library policies related to chronological age.

School and public libraries are charged with the mission of providing services and resources to meet the diverse interests and informational needs of the communities they serve. Services, materials, and facilities that fulfill the needs and interests of library users at different stages in their personal development are a necessary part of providing library services and should be determined on an individual basis. Equitable access to all library resources and services should not be abridged based on chronological age, apparent maturity, educational level, literacy skills, legal status, or through restrictive scheduling and use policies.

Libraries should not limit the selection and development of library resources simply because minors will have access to them. A library’s failure to acquire materials on the grounds that minors may be able to access those materials diminishes the credibility of the library in the community and restricts access for all library users.

Children and young adults unquestionably possess First Amendment rights, including the right to receive information through the library in print, sound, images, data, social media, online

applications, games, technologies, programming, and other formats.¹ Constitutionally protected speech cannot be suppressed solely to protect children or young adults from ideas or images a legislative body believes to be unsuitable for them.² Libraries and their library governing bodies should not resort to age restrictions in an effort to avoid actual or anticipated objections, because only a court of law can determine whether or not content is constitutionally protected.

Article VII of the *Library Bill of Rights* states, “All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use.” This includes students and minors, who have a right to be free from any unreasonable intrusion into or surveillance of their lawful library use.³

The mission, goals, and objectives of libraries cannot authorize libraries and their governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents and guardians. As “Libraries: An American Value” states, “We affirm the responsibility and the right of all parents and guardians to guide their own children’s use of the library and its resources and services.”⁴ Libraries and their governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child. Libraries and their governing bodies shall ensure that only parents and guardians have the right and the responsibility to determine their children’s—and only their children’s—access to library resources. Parents and guardians who do not want their children to have access to specific library services, materials, or facilities should so advise their own

¹ *Brown v. Entertainment Merchant’s Association, et al.* 564 U.S. 08-1448 (2011).

² *Erznoznik v. City of Jacksonville*, 422 U.S. 205 (1975): “Speech that is neither obscene as to youths nor subject to some other legitimate proscription cannot be suppressed solely to protect the young from ideas or images that a legislative body thinks unsuitable for them. In most circumstances, the values protected by the First Amendment are no less applicable when government seeks to control the flow of information to minors.” See also *Tinker v. Des Moines School Dist.*, 393 U.S.503 (1969); *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624 (1943); *AAMA v. Kendrick*, 244 F.3d 572 (7th Cir. 2001).

³ “[Privacy: An Interpretation of the Library Bill of Rights](#),” adopted June 19, 2002, by the ALA Council; amended July 1, 2014; and June 24, 2019.

⁴ “[Libraries: An American Value](#),” adopted on February 3, 1999, by ALA Council.

children. Libraries and library governing bodies should not use rating systems to inhibit a minor's access to materials.⁵

Libraries and their governing bodies have a legal and professional obligation to ensure that all members of the communities they serve have free and equitable access to a diverse range of library resources and services that is inclusive, regardless of content, approach, or format. This principle of library service applies equally to all users, minors as well as adults. Lack of access to information can be harmful to minors. Libraries and their governing bodies must uphold this principle in order to provide adequate and effective service to minors.

Adopted June 30, 1972, by the ALA Council; amended July 1, 1981; July 3, 1991; June 30, 2004; July 2, 2008 *under previous name* "Free Access to Libraries for Minors"; July 1, 2014; and June 25, 2019.

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/librarybill/interpretations/minors>.

⁵ "[Rating Systems: An Interpretation of the Library Bill of Rights](#)," adopted on June 30, 2015, by ALA Council; amended June 25, 2019.

POLITICS IN AMERICAN LIBRARIES: AN INTERPRETATION OF THE LIBRARY BILL OF RIGHTS

The First Amendment to the United States Constitution states that “Congress shall make no law . . . abridging the freedom of speech, or of the press...” The Library Bill of Rights specifically states that “all people” and “all points of view” should be included in library materials and information. There are no limiting qualifiers for viewpoint, origin, or politics. Thus there is no justification for the exclusion of opinions deemed to be unpopular or offensive by some segments of society no matter how vocal or influential their opponents may be at any particular time in any particular place.

Associate Justice William J. Brennan, Jr. observed in *New York Times Co. v. Sullivan*, 376 U.S. 254 (1964), “[There exists a] profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly sharp attacks on government and public officials.”

Therefore, libraries should collect, maintain, and provide access to as wide a selection of materials, reflecting as wide a diversity of views on political topics as possible, within their budgetary constraints and local community needs. A balanced collection need not and cannot contain an equal number of resources representing every possible viewpoint on every issue. A balanced collection should include the variety of views that surround any given issue.⁶

If a library has designated a space for community use, it must make that space available to all community organizations and groups regardless of their views or affiliations.⁷ Libraries should rely on appropriate time, place, and manner regulations to guarantee equitable access and to avoid misuse of library space. These may include regulations governing the frequency and length of meetings and

⁶ [“Diverse Collections: An Interpretation of the Library Bill of Rights,”](#) Adopted July 14, 1982, by the ALA Council; amended January 10, 1990; July 2, 2008; July 1, 2014 *under previous name* "Diversity in Collection Development"; and June 25, 2019.

⁷ [“Meeting Rooms: An Interpretation of the Library Bill of Rights,”](#) Adopted July 2, 1991, by the ALA Council; amended June 26, 2018; amended version rescinded August 16, 2018; amended January 29, 2019.

penalties on disruptive behavior.⁸ Libraries should establish similar regulations if they make library space available for public exhibits or the public distribution of literature.⁹

The robust exchange of ideas and opinions is fundamental to a healthy democracy. Providing free, unfettered access to those ideas and opinions is an essential characteristic of American libraries. Therefore, libraries should encourage political discourse as part of civic engagement in forums designated for that purpose. Libraries should not ignore or avoid political discourse for fear of causing offense or provoking controversy.

Special limitations may apply to workplace speech (including political advocacy) by library employees.¹⁰ When libraries are used as polling places, state statute or local ordinance may mandate temporary time, place, and manner restrictions on the political expression of members of the public, poll workers, and library employees while polling places are open.

This interpretation is most clearly applicable to public libraries. School, academic, and private libraries, including those associated with religious institutions, should apply these guidelines as befits or conforms to their institutional mission.

Endorsed by the ACRL Professional Values Committee in June 2017. Adopted June 27, 2017, by the ALA Council.

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/librarybill/interpretations/politics>.

⁸ "[Guidelines for the Development of Policies and Procedures Regarding User Behavior and Library Usage](#)," Adopted January 24, 1993, by the Intellectual Freedom Committee; revised November 17, 2000; revised January 19, 2005; and March 29, 2014.

⁹ "[User-Initiated Exhibits, Displays, and Bulletin Boards: An Interpretation of the Library Bill of Rights](#)," Adopted July 2, 1991, by the ALA Council; amended June 30, 2004, July 1, 2014 *under previous name* "Exhibit Spaces and Bulletin Boards"; and June 25, 2019.

¹⁰ "[Speech in the Workplace Q&A](#)," Adopted by the Committee on Professional Ethics, July 2001; amended January 2004; June 26, 2006; January 24, 2007; July 1, 2014; and April 30, 2019.

MEETING ROOMS: AN INTERPRETATION OF THE LIBRARY BILL OF RIGHTS

Many libraries provide meeting rooms and other spaces designated for use by the public for meetings and other events as a service to their communities. Article VI of the *Library Bill of Rights* states, “Libraries which make ... meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.” Libraries do not advocate for or endorse the viewpoints expressed in meetings by meeting room users, just as they do not endorse the viewpoints of works in their collections. The presence and activities of some groups in public spaces, while constitutionally protected, can cause fear and discomfort in some library users and staff. Libraries should adopt and enforce user behavior policies that protect library users and staff from harassment while maintaining their historic support for the freedom of speech.¹¹ This interpretation provides general guidelines regarding meeting rooms and other spaces for public gatherings, and it does not constitute legal advice.

Publicly funded libraries are not obligated to provide meeting room space to the public. If libraries choose to do so, such spaces are considered designated public forums¹², and legal precedent holds that libraries may not exclude any group based on the subject matter to be discussed or the ideas for which the group advocates.^{13, 14} However, if a group's actions during a meeting disrupt or harass others in the library, library policies regarding acceptable behavior may apply. If libraries adopt policies that are perceived to restrict potentially controversial groups' access to meeting rooms, they may face legal and financial consequences. Allowing religious groups to use library meeting rooms and spaces does not constitute a breach of the First Amendment's Establishment Clause.¹⁵

¹¹ “[Resolution on Libraries as Responsible Spaces](#),” Committee on Diversity, adopted June 26, 2017 by the ALA Council.

¹² [Concerned Women for America v. Lafayette County](#), 883 F.2d 32 (5th Cir. 1989).

¹³ *Hale v. Schaumburg Township District Library*, et al., 01-cv-2220 (N.D. Ill. 2001); *Hale, et al., v. Schell and the Martin Library Board of Directors*, 1:02-cv-1156 (M.D. Pa. 2002).

¹⁴ “[White Supremacist Wins Library Venue in Schaumburg](#),” American Libraries Magazine, August 20, 2001; “[White Supremacists to Meet after Library Changes Policy](#),” Library Journal staff, Library Journal, November 25, 2002.

¹⁵ [Concerned Women for America v. Lafayette County](#), 883 F.2d 32 (5th Cir. 1989).

Libraries offering meeting rooms and spaces should develop and publish policies governing use after consultation with legal counsel. These policies should properly define time, place, or manner of use; such restrictions should not pertain to the content of a meeting or to the beliefs or affiliations of the sponsors. Policies should be regularly reviewed with staff and made available to the public in all of the commonly used languages within the community served.

Libraries should write policies in inclusive rather than exclusive terms. A policy that the library's facilities are open "to organizations engaged in educational, cultural, intellectual, charitable, advocacy, civic, religious, or political activities" is an inclusive statement of the limited uses of the facilities. For example, if a library allows charities and sports clubs to discuss their activities in library meeting rooms, then the library should not exclude partisan political or religious groups from discussing their activities in the same facilities. If a library opens its meeting rooms to a wide variety of civic organizations, then the library may not deny access to a religious organization.

Written policies may also include limitations on frequency of use and require adherence to the library's behavior policy.¹⁶ The meeting room policy should also state whether meetings held in library spaces must be open to the public or if the library allows private events. Libraries may choose to offer space for public or private events unless restricted by state or local laws. The same standards and policies should apply to all meeting room uses. Library users should have a process through which they may appeal the denial of meeting room use.

If meeting rooms and spaces are open to the public, libraries should include a section in their policy that addresses fees. Charging fees does not change the status of meeting rooms and spaces as designated public forums. Library governing bodies that decide to charge fees for use of library spaces should consider local and state laws, the ALA's *Code of Ethics*, and the *Library Bill of Rights*. Charging fees for the use of library meeting rooms or facilities may abridge or deny access for some community members.¹⁷

¹⁶ "[Guidelines for the Development of Policies and Procedures Regarding User Behavior and Library Usage](#)," adopted January 24, 1993 by the Intellectual Freedom Committee; revised November 17, 2000; January 19, 2005; and March 29, 2014.

¹⁷ "[Economic Barriers to Information Access: An Interpretation of the Library Bill of Rights](#)," adopted June 30, 1993, by the ALA Council and amended June 25, 2019.

Article V of the *Library Bill of Rights* states, “A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.” This applies with equal force to the library’s meeting rooms and spaces designated for public use as it does to the library’s collections and services.

Adopted July 2, 1991, by the ALA Council; amended June 26, 2018; amended version rescinded August 16, 2018; amended January 29, 2019.

Retrieved 2/14/23 from

<https://www.ala.org/advocacy/intfreedom/librarybill/interpretations/meetingrooms>.

LABELING SYSTEMS: AN INTERPRETATION OF THE LIBRARY BILL OF RIGHTS

The American Library Association affirms the rights of individuals to form their own opinions about resources they choose to read, view, listen to, or otherwise access. Libraries do not advocate the ideas found in their collections or in resources accessible through the library. The presence of books and other resources in a library does not indicate endorsement of their contents by the library. Likewise, providing access to digital information does not indicate endorsement or approval of that information by the library. Labeling systems present distinct challenges to these intellectual freedom principles.

Labels may be a library-sanctioned means of organizing resources or providing guidance to users. They may be as simple as a colored dot or strip of tape indicating reference books or fiction or as elaborate as the Dewey Decimal or Library of Congress call number systems.

Labels as viewpoint-neutral directional aids are intended to facilitate access by making it easier for users to locate resources. Users may choose to consult or ignore the directional aids at their own discretion. Viewpoint-neutral directional labels are a convenience designed to save time. These are different in intent from attempts to prejudice, discourage, or encourage users to access particular library resources or to restrict access to library resources. Labeling as an attempt to prejudice attitudes is a censor's tool. The American Library Association opposes labeling as a means of predisposing people's attitudes toward library resources.

Prejudicial labels are designed to restrict access, based on a value judgment that the content, language, or themes of the resource, or the background or views of the creator(s) of the resource, render it inappropriate or offensive for all or certain groups of users. The prejudicial label is used to warn, discourage, or prohibit users or certain groups of users from accessing the resource. Such labels sometimes are used to place materials in restricted locations where access depends on staff intervention.

Directional aids can also have the effect of prejudicial labels when their implementation becomes proscriptive rather than descriptive. When directional aids are used to forbid access or to suggest moral or doctrinal endorsement, the effect is the same as prejudicial labeling. Even well-intentioned labels may have this effect.

Prejudicial labeling systems assume that the libraries have the institutional wisdom to determine what is appropriate or inappropriate for its users to access. They presuppose that individuals must be directed in making up their minds about the ideas they examine. The American Library Association opposes the use of prejudicial labeling systems and affirms the rights of individuals to form their own opinions about resources they choose to read, view, listen to, or otherwise access.

Adopted on June 30, 2015, by ALA Council.

Retrieved 2/13/2023 from

<https://www.ala.org/advocacy/intfreedom/librarybill/interpretation/labeling-systems>.



MEMORANDUM

Resolution 23-083, A Resolution of the City Council of Homer, Alaska providing comments on the Alaska Department of Transportation and Public Facilities 2024-2027 Statewide Transportation Improvement Program. Aderhold.

Item Type: Backup Memorandum
Prepared For: Mayor and Homer City Council
Date: 8/22/2023
From: Council Member Aderhold

The Alaska Department of Transportation and Public Facilities (DOT&PF) is updating its [Statewide Transportation Improvement Program \(STIP\)](#) and is requesting public comments on the draft document. The last day to submit comments is September 3, 2023.

The City of Homer has numerous local and state transportation projects listed in our Capital Improvement Plan (CIP) and we have applied for several federal and state transportation related grants. In addition, there are a couple of state roadway projects that we know of that are not currently included in the STIP that should be. The City has had several recent meetings with DOT&PF Commissioner Ryan Anderson that have been very positive, including a recent Homer visit by Commissioner Anderson, during which he observed many state and local project needs first hand.

It's in the City's best interest to comment on transportation projects that directly impact us and to request that our local projects be added to the "Illustrative Projects and Discretionary Grants" section of the STIP.

RECOMMENDATION:

Adopt Resolution 23-083

**CITY OF HOMER
HOMER, ALASKA**

Aderhold

RESOLUTION 23-083

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
PROVIDING COMMENTS ON THE ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES 2024-2027
STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, The Alaska Department of Transportation and Public Facilities (DOT&PF) issued its 2024-2027 Statewide Transportation Improvement Program (STIP) in summer 2023 for public review and requests comments by September 3, 2023; and

WHEREAS, The City of Homer has held numerous meetings with DOT&PF representatives about transportation projects in the Homer area; and

WHEREAS, The State of Alaska has contributed funding towards the City of Homer's harbor expansion general investigation study with the US Army Corps of Engineers (USACE) that was initiated in spring 2023; and

WHEREAS, The City of Homer includes critical state transportation infrastructure, including an Alaska Marine Highway System (AMHS) ferry terminal and dock, the Sterling Highway (which ends at the ferry terminal), Kachemak Drive, Pioneer Avenue and East End Road, Main Street, and East Hill and West Hill roads; and

WHEREAS, The City of Homer's Capital Improvement Plan (CIP) contains recommendations for several state transportation projects; and

WHEREAS, The City of Homer has embarked on several projects to make the city more accessible to non-motorized transportation and has applied for state and federal grant funds for these important local transportation projects; and

WHEREAS, The City of Homer has provided comments on numerous projects listed in the 2024-2027 STIP and has requested the addition of numerous projects into the STIP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, requests DOT&PF add the following projects to the 2024-2027 STIP:

- Homer Harbor Expansion
 - This project is the City of Homer's top CIP priority.

- 42 ○ Homer’s harbor is filled beyond capacity, with a long waiting list for mooring
43 and many vessels that moor in the harbor do not have adequate space for their
44 size.
- 45 ○ As a hub for many types of marine transportation vessels, including a fishing
46 fleet, pilot and escort vessels, and vessels that deliver goods to western Alaska,
47 the harbor is critical infrastructure of regional and statewide importance.
- 48 ○ The State of Alaska and the City of Homer each contributed \$750,000 to match
49 Federal funding for the \$3,000,000 General Investigation study now underway
50 by USACE, which is subsequently expected to move into the project engineering
51 and design phase. With local, state and funding secured, the project should be
52 added to the STIP, not the "Illustrative Projects and Discretionary Grants”
53 section.
- 54 ● Homer Spit Coastal Erosion Mitigation
 - 55 ○ The Sterling Highway, a state-maintained road that is part of the federal
56 highway system, extends through Homer and to the end of the Homer Spit,
57 providing a critical road surface freight and public traveler connection to
58 Homer’s harbor, to the AMHS ferry terminal, and to recreational and tourist
59 amenities.
 - 60 ○ The Homer Spit is a 4.5-mile-long glacial feature composed of sands and gravel
61 and is subject to erosion.
 - 62 ○ The City of Homer is working cooperatively with DOT&PF and USACE to design,
63 permit, and implement a long-term erosion mitigation and maintenance plan to
64 mitigate and stabilize erosion conditions.
 - 65 ○ Current work includes beach renourishment using harbor dredge materials, but
66 this is not a long-term solution.
 - 67 ○ DOT&PF partnered with the City of Homer to submit a FY23-24 Federal PROTECT
68 grant for \$1.8M in planning funds to develop a long-term erosion mitigation and
69 climate resilient design solution.
 - 70 ○ This project is of critical surface transportation importance and should be
71 added to the STIP, not to the "Illustrative Projects and Discretionary Grants”
72 section where it is currently listed.
- 73 ● MP 172 Drainage Improvements.
 - 74 ○ The Baycrest Subdivision neighborhood, downslope of a beehive collector
75 installed at milepost 172 of the Sterling Highway by DOT&PF, is built on sloping
76 terrain of unconsolidated soils containing blue clay with a high water table and
77 incidental springs. Properties in this subdivision experience unusually high
78 levels of flooding, runoff, and erosion. Water flow volume measurements from
79 the beehive collector over time indicate that the outfall is directing a
80 concentrated discharge of water onto the Baycrest neighborhood slope, adding
81 to an already precarious water saturated soil condition.
 - 82 ○ The city requests that DOT&PF divert the beehive collector outfall off the slope
83 and into a natural drainage similar to the one that exists below the Sterling

84 Highway concrete encased cross drain east of the Mt. Augustine Drive
85 intersection with the Sterling Highway.

86 • Sterling Highway Milepost 169-175 Pavement Preservation Project and Pedestrian
87 Safety Upgrades:

- 88 ○ The City of Homer was asked to provide comments on this project in 2022 during
89 early planning. This is a much-needed project and the City requests that the
90 project be included in the STIP. Below are comments the City provided on the
91 project.
- 92 ○ Extend the Sterling Highway sidewalk on the north side of the Sterling Highway
93 to and around Rogers Loop to the Diamond Creek Recreation Site. This would
94 connect the sidewalk to the extensive existing trail system bounded by the
95 Sterling Highway on the south and Diamond Ridge Road on the north of Rogers
96 Loop. Hundreds of hikers and cross-country skiers use these trails year-round.
- 97 ○ Extend the school safety zone on the Sterling Highway at Homer Middle School.
98 The school parking lot and entrance will be upgraded by the Kenai Peninsula
99 Borough. The DOT&PF-installed flashing lights and school zone no longer
100 extend the length of the school property or include the exit of the parking lot.
- 101 ○ Install Highly Visible Crosswalks. Due to traffic levels and speed, improving sight
102 lines and crosswalk delineation with safety flashing lights at the following
103 Sterling Highway intersections would benefit pedestrian safety: Pioneer
104 Avenue, Heath Street, Poopdeck Street, and Kachemak Drive.
- 105 ○ Repair the Beluga Slough Bike Path. The asphalt surface has developed
106 longitudinal cracks as well as raveling. This deteriorated condition poses a
107 danger to bicyclists and pedestrians experiencing disabilities.
- 108 ○ Install Ocean Drive Bicycle Lanes and/or a pedestrian pathway with clearly
109 defined business access points on Ocean Drive that connects to the pathway on
110 Lake Street and the Homer Spit Path. During the last paving project, DOT&PF
111 moved the centerline of Ocean Drive so that instead of a bike lane on one side
112 of the road, there was a wide shoulder on both sides. This has helped quite a bit,
113 but is insufficient given the growth of traffic and non-motorized use during the
114 summer months. Further, many business driveways intersect the shoulders
115 making pedestrian and bicycle travel very hazardous.
- 116 ○ Design and Install Ocean Drive Turn Lane. Turning left on Ocean Drive during the
117 summer is challenging and dangerous because of the traffic volumes. This is
118 exacerbated by the fact that ingress and egress to the private properties
119 adjacent to Ocean Drive are uncontrolled. Ocean Drive is basically one big
120 driveway onto private parking lots. A left-hand turn lane will greatly improve
121 road and pedestrian safety.
- 122 ○ Partner with the City in the Green Infrastructure Storm Water Management
123 project for creative solutions to remove sediment and pollutants from
124 stormwater discharge into Beluga Slough and Kachemak Bay and mitigate
125 erosion.

- 126 • Kachemak Drive Restoration and Non-Motorized Pathway
- 127 ○ Kachemak Drive is a state road that connects East End Road to the base of the
- 128 Homer Spit. The Homer Boatyard is accessed from the east end of Kachemak
- 129 Drive and general aviation businesses associated with the state-owned airport
- 130 are located at the west end of the Kachemak Drive.
- 131 ○ DOT&PF began scoping a “1R” project to resurface Kachemak Drive in 2021 and
- 132 the city is surprised that this project is not included in the STIP, as the road
- 133 surface is highly deteriorated.
- 134 ○ As part of the project, the city requests constructing a separated non-motorized
- 135 pathway along the length of Kachemak Drive because of the safety issues that
- 136 exist along this narrow, winding roadway. The city proposes to partner with
- 137 DOT&PF to accomplish this goal.
- 138 • Main Street Rehabilitation and Sidewalk
- 139 ○ Main Street from Pioneer Avenue south to its end near Ohlson Lane is a state
- 140 road. The road is a primary north-south collector in Homer. The road condition
- 141 has deteriorated in recent years. The pavement is raveling and the drainage
- 142 system is inadequate, allowing water to infiltrate the road bed.
- 143 ○ The road is narrow and has no shoulders, making it unsafe for pedestrians and
- 144 bicyclists, though it is frequently used by pedestrians and cyclists because of its
- 145 importance as a collector.
- 146 ○ The City of Homer submitted a funding request for DOT&PF fiscal year 2022-2025
- 147 Community Transportation Program grant funding to make these much-needed
- 148 improvements to Main Street.
- 149 • East Hill Road and West Hill Road Bike Lanes
- 150 ○ East Hill and West Hill roads are state-maintained arterial roads that connect
- 151 Diamond Ridge and Skyline Drive areas of Homer to the main parts of town. Both
- 152 roads are steep and winding with no shoulders, leaving no safe alternative for
- 153 non-motorized traffic.
- 154 ○ The Homer City Council requests DOT&PF to include non-motorized amenities
- 155 during future upgrades to East and West Hill roads.

156
157 BE IT FURTHER RESOLVED that the City Council of Homer, Alaska, requests DOT&PF add
158 the following projects to the "Illustrative Projects and Discretionary Grants" section of the
159 2024-2027 STIP. These are projects for which the City has applied or intends to apply for
160 Federal discretionary grant funds:

- 161
- 162 • Homer Harbor Critical Float System Replacement – FREIGHT Project
- 163 ○ The Homer City Council is pleased to see this project listed in the "Illustrative
- 164 Projects and Discretionary Grants" section of the STIP.
- 165 ○ The Homer Harbor contains floats that were constructed in 1964 for the original
- 166 harbor and are 30 years beyond their engineered life expectancy. Other floats
- 167 date to 1986 and in critical to serious need of replacement.

- 168 ○ As a regional transportation hub serving the marine transportation needs for
169 over 47 non-road connected communities in Southcentral and Western Alaska,
170 as well as the commercial fishing, sport fishing, mariculture and ecotourism
171 industries, the harbor is critical infrastructure of regional and statewide
172 importance.
- 173 ○ The City of Homer submitted a federal grant application in 2023 for \$47 million
174 in Port Infrastructure Development Program funds to assist with design,
175 engineering, and construction.
- 176 ● Realizing Equitable, Accessible Connectivity in Homer (REACH)
 - 177 ○ REACH plans and designs a comprehensive network of sidewalks, trails,
178 bikeways, and mobility hubs to enable residents and visitors to make non-
179 motorized trips within Homer. The proposed network will connect existing trails
180 and sidewalks in Homer’s downtown core and waterfront, complete previous
181 nonmotorized transportation planning efforts, and design new facilities. The
182 non-motorized system will provide significant safety benefits as well as an
183 economic boost by better integrating local businesses, health care facilities, and
184 tourist destinations.
 - 185 ○ The City has submitted a federal grant application for \$1.4M in RAISE Planning
186 funds.
- 187 ● Homer All Ages and Abilities Pedestrian Path
 - 188 ○ The City of Homer submitted this project to DOT&PF for consideration as part of
189 its fiscal years 2022-2025 Transportation Alternatives Program grant funding
190 estimated at \$3.9M.
 - 191 ○ The project would construct sidewalks on Svedlund, Herndon, and Lee streets
192 to connect to Pioneer Avenue (a state road); construct a sidewalk on the state-
193 owned portion of Main Street from Pioneer Avenue south to Ohlson Lane; and
194 improve crosswalks at intersections.

195 The project would greatly improve walkability in Homer, connecting the Senior Center, Coast
196 Guard Housing, and residential areas to Homer’s downtown and Old Town areas.

197
198 BE IT FURTHER RESOLVED that the City Council of Homer, Alaska, provides the following
199 comments on specific projects currently listed in the STIP:

- 200
201 ● Project 2670, Sterling Highway Milepost 157-169 Reconstruction Anchor Point to
202 Baycrest Hill
 - 203 ○ The Homer City Council fully supports the completion of this project.
 - 204 ○ The Homer City Council requests the addition of several features associated
205 with this project, as follows:
 - 206 ■ We request improvements to the Baycrest Overlook to enhance visitor
207 and resident experiences: paving the parking lot near the “Welcome to
208 Homer” sign, demarcating the Van Accessible parking space in

- 209 compliance with the Americans with Disabilities Act (ADA), and
210 upgrading the restroom facility for ADA compliance.
- 211 ▪ We request the inclusion of an enlarged culvert at the Diamond Creek
212 crossing to allow for a future grade-separated non-motorized path
213 adjacent to the creek connecting local trail systems north of the highway
214 to a state recreation area trail system south of the highway.
- 215 • Project 30189, M/V Tustumena Replacement Vessel, and Project 24211, M/V Kennicott
216 Emissions and Exhaust
 - 217 ○ The Homer City Council fully supports replacing the M/V Tustumena and
218 upgrading the M/V Kennicott’s emissions and exhaust systems. Both vessels
219 dock in Homer.
 - 220 ○ Homer is the launch point for the AMHS from the state road system to Seldovia,
221 Kodiak and surrounding villages, and the Alaska Peninsula and Aleutian Islands.
 - 222 ○ Homer City Council sees the AMHS as critical infrastructure for coastal Alaska.
 - 223 ○ Modernizing and reducing emissions from the AMHS fleet is important to
224 address operating costs and climate change.
 - 225 • Project 34223, Community Transportation Program (CTP): Alaska-wide
 - 226 ○ Homer has recently submitted grant applications under this program and
227 considers State CTP funding critical for road surface safety and efficiency
228 improvements statewide.
 - 229 ○ The Homer City Council fully supports continuing this program into the future.
 - 230 • Project 33864, Transportation Alternatives Program: non-AMATS MPOs
 - 231 ○ Homer has recently submitted grant applications under this program and hopes
232 to use the funds to enhance non-motorized transportation within the city.
 - 233 ○ The Homer City Council fully supports continuing this program into the future.
 - 234 • Project 33865, National Electric Vehicle Infrastructure Program
 - 235 ○ More and more Homer residents and visitors use electric vehicles every day.
236 Installing electric vehicle charging infrastructure between Homer and
237 Anchorage is important to establish an interconnected network.
 - 238 • Project 32478, ADA implementation and Compliance
 - 239 ○ The Homer City Council applauds DOT&PF’s efforts to implement and improve
240 compliance with the Americans with Disabilities Act (ADA).
 - 241 ○ The City of Homer has created an ADA Advisory Board which has prepared a
242 transition plan for its buildings, is in the process of finalizing a transition plan for
243 parks and campgrounds, and is initiating a transition plan for trails and
244 pathways.
 - 245 ○ The City is actively working to improve ADA access throughout the city, including
246 adding and upgrading sidewalks.
 - 247 ○ The City submitted several grant proposals related to adding sidewalks for
248 improved ADA access, including the Homer All Ages and Abilities Pedestrian
249 Path and Main Street Rehabilitation and Sidewalk projects listed above.
- 250

251 PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, THIS 28th day of
252 August, 2023.

253

254

CITY OF HOMER

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256

257

KEN CASTNER, MAYOR

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259 ATTEST:

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263 MELISSA JACOBSEN, MMC, CITY CLERK

264

265 Fiscal note: N/A



MEMORANDUM

Resolution 23-084, A Resolution of the City Council of Homer, Alaska Awarding a Contract to East Road Services, Inc. in the Amount of \$27, 267 to Upgrade the East Fairview Avenue Trail and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: City Council
Date: August 15, 2023
From: Janette Keiser, PE, Public Works Director/City Engineer
Through: Rob Dumouchel, City Manager

I. Issue: The purpose of this Memorandum is to recommend award of a contract to East Road Services, Inc. for upgrades to the East Fairview Avenue Trail.

II. Background:

The FY24 Capital Budget includes \$30,000, from the HART Trails Fund, to upgrade the East Fairview Avenue Trail, which is a major non-motorized route to the Homer High School. Upgrading the trail involves widening it, enhancing the gravel tread, and doing some drainage work.

We invited local contractors to submit bids on this project and two bids were received. The lowest responsive, responsible bidder was East Road Services, Inc., with a bid of \$23,710, based on the estimated quantities set forth in the invitation to bid. Because actual prices may vary slightly, we are asking for a 15% contingency bringing the total amount requested to \$27,2667.

III. RECOMMENDATION: That the City Council award a contract to East Road Services, Inc. in the not to exceed in the Not To Exceed amount of \$27,267.

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

3 City Manager
4 Public Works Director

5 **RESOLUTION 23-084**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 APPROVING A CONTRACT TO EAST ROAD SERVICES, INC. TO
9 UPGRADE THE EAST FAIRVIEW AVENUE TRAIL IN THE NOT
10 TO EXCEED AMOUNT OF \$27,267 AND AUTHORIZING THE
11 CITY MANAGER TO NEGOTIATE AND EXECUTE THE
12 APPROPRIATE DOCUMENTS.

13
14 WHEREAS, The FY24 Capital Budget includes \$30,000 from the HART Trails Fund, to
15 upgrade the East Fairview Avenue Trail, which is a major non-motorized route to the Homer
16 High School; and

17
18 WHEREAS, Upgrading the trail involves widening it, enhancing the gravel tread, and
19 doing some drainage work; and

20
21 WHEREAS, We invited local contractors to submit bids on this project and two bids were
22 received; and

23
24 WHEREAS, The lowest responsive, responsible bidder was East Road Services, Inc., with
25 a bid of \$23,710, based on the estimated quantities set forth in the invitation to bid; and

26
27 WHEREAS, Because actual prices may vary slightly, we are asking for a 15% contingency
28 bringing the total amount requested to \$27,267.

29
30 NOW THEREFORE BE IT RESOLVED that the Homer City Council hereby authorizes
31 issuance of a contract to East Road Services LLC., in the not to exceed amount of \$27,267 for
32 upgrades to the Fairview Avenue Trail.

33
34 PASSED AND ADOPTED by the Homer City Council this 28th day of August, 2023.

35
36 CITY OF HOMER

37
38 _____
39 KEN CASTNER, MAYOR

40
41 ATTEST:

42
43 _____
44 MELISSA JACOBSEN, MMC, CITY CLERK



MEMORANDUM

Resolution 23-085, A Resolution of the City Council of Homer, Alaska Awarding a Contract to East Road Services, Inc. in the Amount of \$15,456 to Complete the Lee Avenue Trail and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: City Council
Date: August 15, 2023
From: Janette Keiser, PE, Public Works Director/City Engineer
Through: Rob Dumouchel, City Manager

I. Issue: The purpose of this Memorandum is to recommend award of a contract to East Road Services, Inc. to complete the Lee Avenue Trail.

II. Background:

The FY24 Capital Budget includes \$20,000 to complete the Lee Avenue Trail, a project which was started last year with the help of Homer Drawdown volunteers. Drawdown cleared the brush and established the route for the trail. Completing the trail requires some drainage work, laying down filter fabric and placing gravel.

We invited local contractors to submit bids on this project and two bids were received. The lowest responsive, responsible bidder was East Road Services, Inc., with a bid of \$13,440, based on the estimated quantities set forth in the invitation to bid. Actual prices may vary slightly, so we are asking for a 15% contingency bringing the total amount requested to \$15,456.

III. RECOMMENDATION: That the City Council award a contract to East Road Services, Inc. in the not to exceed in the Not To Exceed amount of \$15,456 to complete the Lee Avenue Trail.

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

3 City Manager
4 Public Works Director

5 **RESOLUTION 23-085**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 APPROVING A CONTRACT TO EAST ROAD SERVICES, INC. TO
9 COMPLETE THE LEE AVENUE TRAIL IN THE NOT TO EXCEED
10 AMOUNT OF \$15,456 AND AUTHORIZING THE CITY MANAGER TO
11 NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.
12

13 WHEREAS, The FY24 Capital Budget includes \$20,000 to complete the Lee Avenue Trail,
14 a project which was started last year with the help of Homer Drawdown volunteers; and
15

16 WHEREAS, The Homer Drawdown group cleared the brush and established the route
17 for the trail and completing the trail requires some drainage work, laying down filter fabric and
18 placing gravel; and
19

20 WHEREAS, We invited local contractors to submit bids on this project and two bids were
21 received; and
22

23 WHEREAS, The lowest responsive, responsible bidder was East Road Services, Inc., with
24 a bid of \$13,440, based on the estimated quantities set forth in the invitation to bid; and
25

26 WHEREAS, Actual prices may vary slightly, so we are asking for a 15% contingency
27 bringing the total amount requested to \$15,456.
28

29 NOW THEREFORE BE IT RESOLVED that the Homer City Council hereby authorizes
30 issuance of a contract to East Road Services LLC., in the not to exceed amount of \$15,456 to
31 complete the Lee Avenue Trail.
32

33 PASSED AND ADOPTED by the Homer City Council this 28th day of August, 2023.
34

35 CITY OF HOMER

36
37 _____
38 KEN CASTNER, MAYOR

39 ATTEST:

40
41 _____
42 MELISSA JACOBSEN, MMC, CITY CLERK



MEMORANDUM

Resolution 23-086, A Resolution of the City Council of Homer, Alaska Awarding a Contract to HDR Engineering, Inc in the amount of \$15,061 to Assist with the Procurement of Membrane Filter Trains for the Water Treatment Plant and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: City Council
Date: July 26, 2023
From: Janette Keiser, PE, Public Works Director/City Engineer
Through: Rob Dumouchel, City Manager

I. Issue: The purpose of this Memorandum is to recommend award of a Task Order to HDR to help with the procurement/installation of membrane filter trains at the Water Treatment Plant.

II. Background:

The City's water is treated with a sophisticated system of long, small-diameter hollow threads, which, when connected together in a frame, comprise a "membrane filter". The entire frame structure when hung with these threads, looks like a huge rack of drying angel hair pasta and is colloquially referred to as a "train". Water flows through the membrane filter train, which removes organic and inorganic particles. The entire system has room for five of these filter trains.¹ They were installed when the Water Treatment Plant (WTP) was built in 2007 and have a predicted life span of 10-15 years. Over time, the membranes become brittle, get holes and need to be repaired. The crew has done this multiple times. The process involves injecting a polymer into the tiny hollow threads with a syringe. This is delicate, time consuming work. Plus, the effectiveness of the membranes is degraded because the polymer blocks the flow of water through the repaired membranes. It is time to replace them. Since they are very expensive, our strategy is to do this one at a time.

The FY24 Capital Budget includes \$80,000 to procure one membrane filter train and the FY25 Capital Budget includes \$80,000 for the buy a second one. We expect to ask Council for authorization to buy one in FY 26, FY 27 and FY 28. At that point, we'll be good for another 10-15 years.

¹ Currently we are using four trains, but expected to need the 5th within the next five years as water demands continue to grow.

We need professional help to develop specifications for the membranes we need to make sure they are compatible with our existing system. Plus, we would benefit from professional help, experienced in this highly technical industry, to identify manufacturers and negotiate terms and conditions for the procurement. HDR Engineering Inc. (HDR) provided the original design for the WTP and has on staff, a membrane expert, Nathan Kutil, who can help us with this process. We asked HDR for a proposal to help us specify performance standards for the new membrane filter trains and negotiate with potential vendors. The strategy would be to negotiate a procurement for all five trains so we lock in the prices. The payment schedule would be contingent upon future Council authorizations. HDR has submitted a proposal for these services for the not to exceed price of \$15,061.

III. RECOMMENDATION: That the City Council award a Task Order to HDR Engineering Inc. in the Not To Exceed amount of \$15,061.



July 26, 2023

Jan Keiser, PE
Director of Public Works
City of Homer
3575 Heath Street
Homer, Alaska 99603

Subject: Proposal for Homer WTP Membrane Replacement

This proposal is for professional services to assist the City of Homer (City) with replacement of membranes for the City water treatment plant (WTP). This work will be performed under the 2022 Master Service Agreement (signed 5/17/2022 and effective through 5/16/2025).

The City WTP was constructed in 2007 and uses membrane filtration to treat city drinking water. There are five membrane filtration trains with 48 filtration modules per train. Membrane filtration modules have an average expected life of 10-15 years. The City's filtration modules are approaching end of life and need to be replaced.

Scope

HDR will support procurement of new membranes for the City on a time and materials (T&E) basis. Services provided will include two tasks:

Task 1: Project kickoff, requirements gathering, and establishing technical specifications.

Task 2: Communication and coordination with membrane vendors leading to one (1) purchase order agreement for the five membrane filtration modules, to be executed on a delivery and payment schedule mutually agreed upon by the City and the vendor.

Assumptions: Homer Water Utility staff will take delivery and perform installation of membrane modules.

Additional Services

Task 3 (Additional Services): Upon written authorization from the City, HDR will provide additional support services for further contract negotiation with membrane vendor(s) to support the City with procurement of membranes, on an as-needed T&E basis.

Schedule

It is assumed the project will occur over a one-year timeframe after notice to proceed. The project will involve a one-time negotiation with manufacturers leading to one (1) purchase order agreement

for the five membrane filtration modules, on a delivery and payment schedule mutually agreed upon by the City and the vendor.

Fee

The estimated fee for the services provided in Task 1 and Task 2 is \$15,061 on a time and expense basis. HDR will notify the City in writing when the fee under the T&E contract for Tasks 1 & 2 is 75% spent. The estimated fee for optional additional services under Task 3 is \$13,911. The breakdown of costs and estimated labor hours are shown on the attached Cost Estimate spreadsheet. Invoices for the work performed will be submitted monthly.

Thank you again for this opportunity to work on behalf of the City of Homer.

Sincerely,



Nathan Kutil
Senior Professional Associate
Project Manager



Matthew Stone
Vice President
Alaska Area Operations Manager

Attachments:

Detailed Fee Spreadsheet for Homer Membrane Replacement, dated 07/26/2023

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

3 City Manager
4 Public Works Director

5 **RESOLUTION 23-086**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 APPROVING A CONTRACT WITH HDR ENGINEERING INC IN THE
9 NOT TO EXCEED AMOUNT OF \$15,061 TO ASSIST WITH THE
10 PROCUREMENT OF MEMBRANE FILTER TRAINS FOR THE WATER
11 TREATMENT PLANT AND AUTHORIZING THE CITY MANAGER TO
12 NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

13
14 WHEREAS, The City’s water is treated with a sophisticated system of long, small-
15 diameter hollow threads, which, when connected together in a frame, comprise a “membrane
16 filter”, referred to as a “train”; and

17
18 WHEREAS, The Water Treatment Plant (WTP), built in 2007, has room for five membrane
19 filter trains, which have a predicted life span of 10-15 years; and

20
21 WHEREAS, The WTP currently has four filter trains operating and a fifth one will likely
22 be needed to expand capacity in the next five years; and

23
24 WHEREAS, It is time to procure replacements for the four that are currently operating
25 and past their expected useful life as well as plan for the procurement of the fifth train that will
26 be needed in the future; and

27
28 WHEREAS, The FY24 Capital Budget includes \$80,000 to procure one membrane filter
29 train, the FY25 Capital Budget includes \$80,000 for the buy a second one, and we expect to ask
30 Council for authorization to buy one each in FY 26, FY 27 and FY 28; and

31
32 WHEREAS, We need professional help to develop specifications for the membranes to
33 ensure they are compatible with our existing system as well as help us identify manufacturers
34 and negotiate terms and conditions for the procurement; and

35
36 WHEREAS, HDR Engineering Inc. (HDR) provided the original design for the WTP, has on
37 staff, a membrane expert, Nathan Kutil, who can help us with this process, and submitted a
38 proposal to help us specify performance standards for the new membrane filter trains and
39 negotiate with potential vendors; and

40
41 WHEREAS, HDR has submitted a proposal to help us for the not to exceed price of
42 \$15,061; and
43

44 WHEREAS, The strategy would be to negotiate a procurement for all five trains so we
45 lock in the prices, but the payment schedule would be contingent upon future Council
46 authorizations.

47
48 NOW THEREFORE BE IT RESOLVED that the Homer City Council hereby authorizes
49 issuance of a Task Order to HDR Engineering Inc., in the not to exceed amount of \$15,061 to
50 assist with the procurement of membrane filter trains for the Water Treatment Plant.

51
52 PASSED AND ADOPTED by the Homer City Council this 14th day of August, 2023.

53
54 CITY OF HOMER

55
56 _____
57 KEN CASTNER, MAYOR

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



MEMORANDUM

Resolution 23-087 A Resolution of the City Council of Homer, Alaska Awarding a Contract to East Road Services, Inc. in the Amount of \$14,444 to Upgrade the Storybook Trail and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: City Council
Date: August 15, 2023
From: Janette Keiser, PE, Public Works Director/City Engineer
Through: Rob Dumouchel, City Manager

I. Issue: The purpose of this Memorandum is to recommend award of a contract to East Road Services, Inc. for upgrades to the Storybook Trail, which is part of the Library Trail system.

II. Background:

The FY24 Capital Budget includes \$25,000, from the HART Trails Fund, to upgrade the Library Trails, including the West Lot Trail and the Storybook Trail. Upgrading the trails involves widening them, enhancing the gravel treads, and doing some drainage work to bring the trails into ADA compliance for a recreational trail.

We invited local contractors to submit bids on this project and two bids were received. The lowest responsive, responsible bidder was East Road Services, Inc., with a bid of \$12,560, for the Storybook Trail, based on the estimated quantities set forth in the invitation to bid. Because actual prices may vary slightly, we are asking for a 15% contingency bringing the total amount requested to \$14,444. This leaves \$10,556 for the West Lot Trail, which will be addressed in a separate memorandum.

III. RECOMMENDATION: That the City Council award a contract to East Road Services, Inc. in the not to exceed in the Not To Exceed amount of \$14,444 to upgrade the Storybook Trail.

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

3 City Manager
4 Public Works Director

5 **RESOLUTION 23-087**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 APPROVING A CONTRACT TO EAST ROAD SERVICES, INC. TO
9 UPGRADE THE STORYBOOK TRAIL IN THE NOT TO EXCEED
10 AMOUNT OF \$14,444 AND AUTHORIZING THE CITY MANAGER TO
11 NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.
12

13 WHEREAS, The FY24 Capital Budget includes \$25,000 from the HART Trails Fund, to
14 upgrade the Library Trails, including the “Storybook Trail”; and
15

16 WHEREAS, Upgrading the trails involves widening them, enhancing the gravel treads,
17 and doing some drainage work, to bring them into compliance as an ADA Recreational Trail
18 and
19

20 WHEREAS, We invited local contractors to submit bids on this project and two bids were
21 received; and
22

23 WHEREAS, The lowest responsive, responsible bidder was East Road Services, Inc., with
24 a bid of \$12,560, based on the estimated quantities set forth in the invitation to bid, for the
25 Storybook Trail; and
26

27 WHEREAS, Because actual prices may vary slightly, we are asking for a 15% contingency
28 bringing the total amount requested to \$14,444.
29

30 NOW THEREFORE BE IT RESOLVED that the Homer City Council hereby authorizes
31 issuance of a contract to East Road Services LLC., in the not to exceed amount of \$14,444 to
32 upgrade the Storybook Trail.
33

34 PASSED AND ADOPTED by the Homer City Council this 28th day of August, 2023.
35

36 CITY OF HOMER
37

38
39
40 _____
41 KEN CASTNER, MAYOR

42 ATTEST:
43

44 _____
45 MELISSA JACOBSEN, MMC, CITY CLERK



MEMORANDUM

Resolution 23-088, Awarding the Contract for Design Services for Karen Hornaday Master Plan to Corvus Design, Inc. for an Amount not to exceed \$39,945.00 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: August 16th, 2023
From: Matt Steffy, Associate Planner – Parks and Trails
Through: Rob Dumouchel, City Manager

Background

Included in the Capital Budget FY24 & FY25 passed by Council through Ordinance 23-23(A-3) is \$50,000 for a third-party revision of the Karen Hornaday Park Master Plan. The City solicited bids from the Term Contractors list and received two bids. The lowest responsive, responsible bidder was Corvus Design, Inc.

While staff was reviewing the scope of work, it became apparent that several specific outcomes are needed in this master plan, rather than a full re-envisioning of the property. A revised scope based on park needs for the next ten years resulted in a lower cost master plan. The closure of the campground, return of Concert on the Lawn and more requests for special events has raised some specific issues that this plan and public process can address. The four identified focus points of the plan are:

1. Fine tuning the restroom location since new sewer service will be extended
2. Creating a better parking lot layout.
3. Identifying options for using the upper campground area for different outdoor activities
4. Policy and park layout considerations for special events

Staff Recommendation: Approve Resolution 23-088 authorizing the contract for design services for the Karen Hornaday Park Master Plan to Corvus Design, Inc. for an amount not to exceed \$39.945.

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

3 City Manager

4 **RESOLUTION 23-088**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
7 AWARDING THE DESIGN SERVICES CONTRACT FOR THE KAREN
8 HORNADAY PARK MASTER PLAN TO CORVUS DESIGN, INC. FOR AN
9 AMOUNT NOT TO EXCEED \$39,945 AND AUTHORIZING THE CITY
10 MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE
11 DOCUMENTS.

12
13 WHEREAS, The City of Homer’s Karen Hornaday Park Master Plan has not been revised
14 since 2009 placing it out of date regarding newer maintenance concerns and infrastructure
15 planning; and

16
17 WHEREAS, The City of Homer has identified significant immediate infrastructure
18 concerns such as the need for plumbed restrooms and improved parking; and

19
20 WHEREAS, Corvus Design, Inc. has provided consistent design services of high quality
21 for the City of Homer.

22
23 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
24 awards the design services contract for the Karen Hornaday Park Master Plan to Corvus Design,
25 Inc. for an amount not to exceed \$39,945 and authorizes the City Manager to negotiate and
26 execute the appropriate documents.

27
28
29 PASSED AND ADOPTED by the Homer City Council this 28th day of August, 2023.

30 CITY OF HOMER

31
32
33 _____
34 KEN CASTNER, MAYOR

35
36 ATTEST:

37
38 _____
39 MELISSA JACOBSEN, MMC, CITY CLERK

August 28, 2023

To: Mayor Castner and the Homer City Council
Re: Homer Planning Commission Report
From: Commissioner Franco Venuti

The Homer Planning Commission met on 08/16/2023.
The Commission met at 5:30 for a work session.
The work session was a commissioner training session presented by City Clerk Jacobsen.
The regular PC meeting met at 6:30.
Those present in the chamber included City Planner Foster, Deputy City Clerk Krause and three members of the Commission. Two other members participated via zoom.
Two members had excused absences.

The Commission held two Public Hearings.
The first Hearing was a request to approve **Ordinance 23-40** regarding Conditional Use Zoning Text Amendments. After discussion the Commission unanimously approved this Ordinance and recommended that the City Council Adopt Ordinance 23-40 Amending Title 21 regarding Conditional Uses in each Zoning District. .

The second Public Hearing was a request to amend **Ordinance 23-21(S)** Title to strike the verbiage after 22.10.050 and replace with improvement requirements - general regarding preliminary plat approval and release of final plats. After discussion the Commission determined to postpone action on this issue and discuss it again at our next meeting on September 6, 2023.

The third item on the agenda was regarding a preliminary plat for Glacier View Subdivision to vacate an existing Lot Line to create one larger Lot from two smaller lots. After discussion, the Commission approved the preliminary plat with three specific conditions.

The fourth item on our agenda was regarding a preliminary plat for Bidarki Creek No. 5 to subdivide two lots into four lots. After discussion, the Commission approved this preliminary plat with three specific conditions.

It is understood that the Council did not receive a report from the PC re: our meeting on 08/02/2023 and does not know that the three CIP projects that the PC recommends in order of priority are:

1. New Public Works Facility
2. The Homer Harbor Expansion Project
3. The A-Frame Waterline Replacement Project



Memorandum

TO: Mayor Castner and Homer City Council
FROM: Council Member Aderhold
DATE: August 21, 2023
SUBJECT: AML Summer Legislative Conference Report

Homer hosted the Summer AML meeting this year! Yay for us, many thanks to City staff (mostly Bella Vaz) for work to make it happen, and thanks to the Conference of Mayors for including Seldovia in their meeting itinerary.

It's always a privilege to attend these meetings to learn what is happening at the state level and what other municipalities are facing.

We received several interesting presentations about base student allocation and education funding and defined benefit pensions. While we do not have schools to fund, school funding is an important issue everyone should have some basic knowledge of. Presentations are available on the AML website.

- The first presentation, by Alexei Painter, Director of Legislative Finance, provided an overview of education funding. He talked about the K-12 funding formula and capital funding (including school bond debt reimbursement). He then showed a series of graphs to put current education funding in context with past funding, comparing nominal dollars to FY23 dollars (i.e., inflation). When looking at nominal dollars it appears that the state is funding education higher than ever (by a very small margin), but when adjusting for inflation the funding peak was in 2015, with current spending comparable to 2006.
- The second presentation, by Dayna Defeo, Director of the Center for Alaska Education Policy Research at the Institute for Social and Economic Research (ISER), focused on ISER's research on education funding and teacher retention. In education spending, Alaska's per pupil spending is not keeping up with other states. Many of Alaska's education costs are beyond education policy, including health care costs, geography (rural areas that have small schools where everything costs more), and energy costs (which are higher in rural areas). Teacher shortages are a national concern, Alaska hires teachers in a national market, and Alaska is not competitive. Teacher turnover is expensive; it costs \$20,000 to replace a teacher. There are lots of reasons why teachers leave and some of them can be overcome with policy (school-community relationships, community characteristics, working conditions, salary and compensation, and school and district administration). Recruitment and retention challenges both contribute to workforce shortages but require different solutions. Solutions will need to be multi-faceted and inclusive.
- The third presentation, by Kevin Worley, Administration Division of Retirement and Benefits, provided an update on defined benefit pension legislation and public employees retirement system (PERS) and teachers retirement system (TRS). He provided an overview of the number of individuals currently enrolled in PERS and TRS defined benefit and defined contribution plans (PERS tiers I-III ~50,000, TRS tiers I-II ~17,000, PERS defined contribution ~28,000, TRS defined contribution ~8,000). The unfunded liability for the defined benefit

pension is currently at 68% for PERS and 78% for TRS. The unfunded liability for the defined benefit healthcare is currently at 135% for PERS and 141% for TRS. He then reviewed Senate Bill (SB) 88 that would bring back a defined benefit program for public employees. SB88 is currently under review to determine the financial impact on the state.

The Department of Community and Regional Affairs (DCRA) is undertaking a review and rewrite of Title 29, the section of state code that covers municipalities, and Lynn Kenealy of DCRA provided an overview of their process and asked for input from AML members. The last comprehensive look at Title 29 occurred in the 1980s and DCRA is interested in reviewing what's working and what's not working. Their timeline to complete the review is by next July. Some of the concerns discussed during the meeting included costs to establish new local governments (incorporation grants), clarity of planning and platting code, public health powers for 2nd Class cities, property tax exemptions, clarification of emergency powers, required size of city councils for small communities, borough planning commission makeup, home rule exemptions that reference statutes that no longer exist, community assistance program review requirements, and gaming as a municipal power.

Nils Andreassen led a general discussion of municipal issues by asking various communities what they are facing. Some of the issues presented include the following:

- The community assistance program will now be paid through the power cost equalization endowment and may not be recapitalized moving forward. Municipalities will need to lobby for continued funding in FY24. For some small municipalities, this is their primary funding source.
- Alaska Department of Transportation and Public Facilities is asking municipalities to take over roads in exchange for road upgrade projects. And state road projects are continually delayed.
- Mandatory disclosure of property sales prices would aid in improving property tax assessments.
- Communities are beginning to feel the impacts and costs of climate change in the form of erosion, storm surges, etc.
- Water/sewer expansion and replacement.
- Short term rental registration and regulation.

Senator Lisa Murkowski stopped in to talk about what she is currently working on and how the August recess is going. The many topics she covered included Biden administration visits during the recess, appropriations for Alaska projects, Farm Bill reauthorizations incorporating protein from the sea, working waterfronts bill (energy, food, mariculture, workforce, infrastructure), cleanup of Alaska Native Claims Settlement Act lands by federal agencies that contaminated the lands, \$4.1 billion has come to Alaska so far from the Infrastructure bill, importance of the Alaska Marine Highway system, broadband expansion in Alaska, Russian/Chinese military in the Bering Sea and the need for the US military to be better prepared in Alaska, and the fiber optic cable cut and its impact on North Slope communities.



Memorandum

TO: Mayor Castner and Homer City Council
FROM: Council Member Venuti
DATE: August 22, 2023
SUBJECT: AML Summer Legislative Conference Report

This year, the Summer Legislative Conference for Alaska Municipal League was held in Homer. Land's End was the location. With the beautiful bay in view, it was a beautiful spot. The visitors were quite complimentary about the beauty of Homer.

The meeting began at 8:30 am with a welcome from Mayor Castner. Representative Vance spoke about her focus on sex trafficking. Nils Andreassen, Executive Director, gave an interesting update to the members, despite the differences in size and economic potential of each community. There was a time for introductions; I sat at a table with the Mayor and City Manager of Sitka, the Mayor of Wrangell, and Felix Rivera from the Anchorage Assembly. We had interesting conversations as the issue of cruise ships and people experiencing homelessness were discussed.

Heather Brakes, legislative consultant, gave a synopsis of the work being done in Juneau. There was a presentation from Dayna Defoe, ISER, about education funding and base student allocation. This pointed out the many ways boroughs and communities support education. This was followed by a Q and A about PERS and Defined Benefit Pensions.

The afternoon was centered on the Title 29 review, rewrite, and Best Practices for Water/Sewer projects. Senator Lisa Murkowski was a highlight in the afternoon as she was in person with her staff. She shared that several dignitaries were going to be touring Alaska in August. None were going to spend time in Homer, but their visits could give them information on bills that would benefit all communities. The mayor of the tribal village of Barrow was concerned about the loss of internet services when the underwater cable was cut in April. Senator Murkowski was able to give her some information on this critical issue of connectedness in all of Alaska.

The City of Homer hosted a reception at the Homer Seaplane Base.

Friday's agenda was much more relaxed as the members present were able to address issues in their community. Each area has its interests and topics. Soldotna about the progress of their new recreation center, the Field House. Southeast had flooding on their minds as the flooding in Juneau had just occurred. Peter Micciche mentioned flooding in Kenai that had happened there the day before. Bethel was concerned about dust control, and Mat-Su was focused on transportation and urban and rural differences.

I always enjoy meeting other elected City Officials. This is a wonderful opportunity to learn about other communities. A lot of preparation goes into the meetings, the City of Homer stepped up to the plate under the direction of our city Manager, Rob Dumouchel, and his administrative Asst. Bella Cruz.

The Annual Alaska Municipal League Annual conference and anchorage at the Dena'ina Center Dec.6-8.



MEMORANDUM

Ordinance 23-21(S)(A), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Section 22.10.050 to Specify that Preliminary Plats Approved by the City Shall Include all Development Commitments made to the City. Davis/Erickson.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: August 22, 2023
From: Ryan Foster, AICP, City Planner
Through: Rob Dumouchel, City Manager

Ordinance 23-21(S) was introduced at the June 26, 2023 regular meeting and referred to the Planning Commission for their review and comments. At their regular meeting on August 16, 2023 the Planning Commission discussed the draft Ordinance 23-21(S) at length and postponed their decision on recommended comments until the September 6, 2023 Planning Commission regular meeting; providing staff the opportunity to draft the Commission's comments from August 16, 2023 and provide for additional discussion before final comments are delivered to the City Council.

RECOMMENDATION:

Staff recommends City Council postpone consideration of Ordinance 23-21(S)(A) until the regular meeting of September 25, 2023. This would provide the Planning Commission additional time to draft and discuss their comments at their regular meeting on September 6, 2023.

43 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

44 Section 1. Homer City Code Chapter 22.10.050 entitled “Improvement requirements -
45 General” is hereby amended as follows:

46
47 22.10.050 Improvement requirements – General

48
49 a. ~~The final plat for a subdivision in the City shall be an as-built survey showing~~
50 ~~completion of all elements of the previously approved preliminary plat.~~ The Kenai
51 Peninsula Borough shall not release any final plat for a subdivision in the City for filing at the
52 State Recorder’s office until the subdivider or developer of the subdivision either enters a
53 subdivision agreement for, or **either enters into a subdivision agreement and** constructs and
54 **or** obtains written City approval of, the following **all agreed to** improvements **therein,**
55 **including those made** according to the standards and procedures required under HCC Title
56 11:

- 57
58 1. Streets in all rights-of-way dedicated by the plat;
59 2. All other utilities and public improvements to be constructed in the rights-of-way and
60 easements dedicated by the plat, including water, sewer, electric, communications,
61 and gas lines, and applicable means for non-motorized transportation; and
62 3. Abandonment or relocation of existing water or sewer service lines required due to
63 conflict with new or relocated property lines, as required by the Public Works
64 Department.

65
66 b. The Commission may exempt a plat from the provisions of subsection (a) of this section as
67 provided in HCC 22.10.040.

68
69 c. The subdivider shall be required to dedicate street rights-of-way according to the standards
70 and specifications of Chapter 11.04 HCC and the City of Homer Design Criteria Manual. The
71 subdivider shall be required to dedicate ROW or easements required to support non-motorized
72 transportation facilities required by HCC 11.04.120. Beyond a minimum of 60 feet, the
73 subdivider may agree to a note attached to said subdivision plat providing sufficient setback
74 to allow future expansion of the right-of-way without removal of improvements. Horizontal
75 alignments are subject to City review; the City may require realignment of streets on proposed
76 plats if the alignments do not conform to Chapter 11.04 HCC and the Design Criteria Manual.
77 Final plat approval shall thus be subject to the approval of horizontal alignments by the City
78 Public Works Engineer.

79
80 d. All street, utility main improvements and means for non-motorized transportation to be
81 constructed as part of a subdivision agreement shall be constructed according to the
82 procedures of Chapter 11.20 HCC. The City shall accept no such improvements unless a
83 subdivision agreement is executed prior to construction of such improvements.

84

85 **e. Any development commitments made by a subdivider to the City shall be shown on the**
86 **preliminary plat prior to its transmittal by the City to the Kenai Peninsula Borough. Any**
87 **plat notes provided in lieu of drawings shall be specific and promissory. Such**
88 **development commitments may be related to sidewalks, trails, sewer connections,**
89 **drainage, storm water controls, grading, slope, setbacks, protection of wetlands,**
90 **preservation of existing watercourses and/or mitigation of potential downstream impact**
91 **of watercourse alteration, and any other subdivision improvements, whether required**
92 **by code, or which may not be required by code but may arise in consultations with city**
93 **staff or in response to public testimony related to the development.**

94
95 e **f.** All streets constructed as part of a subdivision improvement project shall be monumented
96 according to the procedures of Chapter [11.20](#) HCC (HCC [11.20.090](#)(d)).
97

98 Section 2. This ordinance is of a permanent and general character and shall be included
99 in the City Code.

100
101 ENACTED BY THE HOMER CITY COUNCIL this ____ day of ____, 2023.

102
103 CITY OF HOMER

104
105
106 _____
107 KEN CASTNER, MAYOR

108
109
110 ATTEST:
111
112
113 _____
114 MELISSA JACOBSEN, MMC, CITY CLERK

115
116 YES:
117 NO:
118 ABSENT:
119 ABSTAIN:
120
121 First Reading:
122 Public Hearing:
123 Second Reading:
124 Effective Date:



MEMORANDUM

Ordinance 23-40, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 21.12, Rural Residential District; 21.14 Urban Residential District; 21.18 Central Business District; 21.24 General Commercial 1 District; 21.26 General Commercial 2 District Regarding Conditional Uses in each District. Lord/Mayor.

Item Type: Action Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: August 22, 2023
From: Ryan Foster, AICP, City Planner
Through: Rob Dumouchel, City Manager

At the July 19, 2023 Joint Planning Commission and Economic Development Work Session City Planner Foster and Economic Development Manager Engebretsen facilitated discussion and answered questions regarding the following topics:

- The proposed changes represented in Ordinance 23-40
- The changes adopted by Ordinance 22-68(A)
- Density, zoning districts, infrastructure, and what that means for how the City is planned
- Some of the proposed changes are reversing the number of units back to one in addition to the principal allowed without a CUP
- Administrative burden of processing CUP applications within each zoning district

City Planner Foster reviewed the materials provided in the packet for each district and then addressed four questions for each district: What is the impact of the proposed text amendments, does it fit well with the district, any additional goals to consider, and comments or edits?

At the August 2, 2023 Planning Commission Work Session, the notes from the July 19, 2023 meeting were provided along with a draft recommendation based on the Joint Work Session discussion. The Planning Commission discussed further and drafted recommendations for consideration and voting at the August 16, 2023 regular meeting public hearing. Below are the recommended comments to the City Council for all seven of the zoning districts addressed in Ordinance 23-40.

The Planning Commission supports the new language in the proposed zoning text amendment.

In addition, a typographical error was found.

A typographical error in City Code for General Commercial 1, pp not on website, oo is correct.

RECOMMENDATION:

Staff recommends City Council review and consider the recommended comments of the Planning Commission in support of the Ordinance 23-40 zoning text amendment.

ATTACHMENTS:

SR 23-48 CUP Zoning Text Amendment Recommendations

SR 23-46 CUP Zoning Text Amendment Work Session Notes



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Staff Report PL 23-46

TO: Homer Planning Commission
FROM: Ryan Foster, AICP, City Planner
DATE: July 26, 2023
SUBJECT: Ordinance 23-40 CUP Zoning Text Amendment Work Session Notes

Introduction

At the July 19, 2023 Joint Planning Commission and Economic Development Work Session City Planner Foster and Economic Development Manager Engebretsen facilitated discussion and answered questions regarding the following topics:

- The proposed changes represented in Ordinance 23-40
- The changes adopted by Ordinance 22-68(A)
- Density, zoning districts, infrastructure, and what that means for how the City is planned
- Some of the proposed changes are reversing the number of units back to one in addition to the principal allowed without a CUP
- Administrative burden of processing CUP applications within each zoning district

City Planner Foster reviewed the materials provided in the packet for each district and then addressed four questions for each district: What is the impact of the proposed text amendments, does it fit well with the district, any additional goals to consider, and comments or edits.

RR Impact: Removes FLUM UR Map as consideration for more dwelling units
Removes up to 4 units/need CUP
Fewer Opportunities for housing/labor
Fewer units per property would be more expensive

Fit: Good fit/low density of both Title 21 and Comp Plan

Goals: Slow sprawl, put density where it is planned

Comments: Commissions support the proposed ZTA

UR Impact: Removes up to 4 units dwellings outright

Could increase cost per dwelling unit for required CUP approval
Approved CUPs are tied to property and need to be managed
Density causes reduction in green space and wildlife corridors
Maintains existing character/density in established neighborhoods
More CUPs increases workload on Commission and Staff

Fit: None noted

Goals: Provide mix of housing types and can maintain neighborhood character
Get community buy-in for proposed density changes in existing neighborhoods

Comments/Edits: Commissions support the proposed ZTA

CBD Impact: Removes up to 4 buildings on a lot
Requiring CUPs for more buildings
Maintains character of existing neighborhood
Potential impact to business opportunity and growth for property owner
CUP difficult CUP process
Potential for misuse and disturbances with more structures/STR

Fit: Not an efficient use of time or effort for CUP
Reducing the number of buildings could reduce density in high density district

Goals: Need certainty for development/expansion
More buildings result in fewer strip malls

Comments: Commissions do not support the proposed ZTA

GC1 Impact: More than one building is not the typical trigger for CUP in district
More than 1 building requires CUP
Possible impact to property/business for construction/expansion

Fit: None noted

Goals: District is difficult to safely accommodate pedestrians

Comments: **Commissions do not support the proposed ZTA**
When to address wildlife/wetlands?

Typographical error in City Code, pp not on website, oo is correct

GC2

Not reviewed, all present support the proposed ZTA

RO

- Impact: Removes by rights for up to 4 buildings dwellings
Discourages dwellings units construction/expansion
Reduces residential infill/affordable housing
- Fit: Infill would be a good fit with current code
Residential is more the focus and office has to fit in the residential aspect
- Goals: Could use affordable housing

Comments: Commissions do not support the proposed ZTA

GBD

- Impacts: Removes by-right up to 4 buildings on a lot as dwelling units
- Fit: Fits the Purpose of the district with exception of dwelling rentals/business
- Goals: None noted

Comments: Commissions support the proposed ZTA

Consider similarities/differences between districts in HCC

Attachments:

Ordinance 23-40: Amending Title 21 Regarding Conditional Use Permits

City of Homer Zoning Map



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Staff Report PL 23-48

TO: Homer Planning Commission
FROM: Ryan Foster, AICP, City Planner
DATE: August 9, 2023
SUBJECT: Ordinance 23-40 CUP Zoning Text Amendment Recommendations

Introduction

At the July 19, 2023 Joint Planning Commission and Economic Development Work Session City Planner Foster and Economic Development Manager Engebretsen facilitated discussion and answered questions regarding the following topics:

- The proposed changes represented in Ordinance 23-40
- The changes adopted by Ordinance 22-68(A)
- Density, zoning districts, infrastructure, and what that means for how the City is planned
- Some of the proposed changes are reversing the number of units back to one in addition to the principal allowed without a CUP
- Administrative burden of processing CUP applications within each zoning district

City Planner Foster reviewed the materials provided in the packet for each district and then addressed four questions for each district: What is the impact of the proposed text amendments, does it fit well with the district, any additional goals to consider, and comments or edits.

At the August 2, 2023 Planning Commission Work Session, the notes from the July 19, 2023 meeting were provided along with a draft recommendation based on Joint Work Session discussion. The Planning Commission discussed further and drafted recommendations for consideration and voting at the August 16, 2023 regular meeting public hearing. Below are draft recommended comments to the City Council for each of the zoning districts in the Ordinance 23-40.

Rural Residential District

Proposed Text:

s. **One detached** ~~up to four~~ dwelling units, excluding mobile homes, **as an accessory building**

~~to a principal single family dwelling~~ on a lot subject to the requirements of HCC 21.12.040 and located in an area depicted for Urban Residential zoning by the Future Land Use Map in the 2018 Homer Comprehensive Plan.

21.12.030 Conditional Uses and Structures

m. More than one building containing a permitted principal use on a lot ~~except as provided for in Hcc 21.12.020(s)~~

Recommendation: *The Planning Commission supports the new language in the proposed zoning text amendment.*

Urban Residential

Proposed Text:

21.14.020 Permitted Uses and Structures.

The following uses are permitted outright in the Urban Residential District:

s. ~~Up to 4 buildings on a lot for use as dwelling units subject to HCC 21.14040(a)(2)(a)&(b) excluding mobile homes.~~

21.14.030 Conditional uses and structures.

The following uses may be permitted in the Urban Residential District when authorized by conditional use permit issued in accordance with HCC Chapter 21.71:

k. More than one building containing a permitted principal use on a lot, ~~except as provided for in HCC 21.14.020(s);~~

Recommendation: *The Planning Commission supports the new language in the proposed zoning text amendment.*

Central Business District

Proposed Text:

21.18.020 Permitted Uses and Structures.

The following uses are permitted outright in the Central Business District, except when such use requires a conditional use permit by reason of size, traffic volumes, or other reason set forth in this chapter:

~~mm. Up to 4 buildings on a lot excluding mobile homes, except as provided for in HCC 21.18.030.~~

Recommendation: *The Planning Commission supports the new language in the proposed zoning text amendment.*

General Commercial 1

Proposed Text:

Section 5. Homer City Code Chapter 21.24, General Commercial1 District is amended as follows:

21.24.020 Permitted Uses and Structures.

The following uses are permitted outright in the General Commercial 1 District, except when such use requires a conditional use permit by reason of size, traffic volumes, or other reason set forth in this chapter:

~~pp. More than one building containing a permitted principal use on a lot.~~

21.24.030 Conditional Uses and Structures.

j. More than one building containing a permitted principal use on a lot

Recommendation: *The Planning Commission supports the new language in the proposed zoning text amendment.*

A Typographical error in City Code, pp not on website, oo is correct.

General Commercial 2

Proposed Text:

Section 6. Homer City Code Chapter 21.26, General Commercial 2 District is amended as follows:

21.24.020 Permitted Uses and Structures.

The following uses are permitted outright in the General Commercial 2 District, except when such use requires a conditional use permit by reason of size, traffic volumes, or other reason set forth in this chapter:

~~y. More than one building containing a permitted principal use on a lot.~~

21.26.030 Conditional Uses and Structures.

l. More than one building containing a permitted principal use on a lot

Recommendation: *The Planning Commission supports the new language in the proposed zoning text amendment.*

Residential Office

Proposed Text:

Section 3. Homer City Code Chapter 21.16, Residential Office District is amended as follows:

21.16.020 Permitted Uses and Structures.

The following uses are permitted outright in the Residential Office District:

~~v. Up to 4 buildings on a lot for use as dwelling units subject to HCC 21.14.040(a)(2)(a)&(b) excluding mobile homes.~~

21.16.030 Conditional uses and structures.

The following uses may be permitted in the Residential Office District when authorized by conditional use permit issued in accordance with HCC Chapter 21.71:

h. More than one building containing a permitted principal use on a lot, ~~except as provided for in HCC 21.16.020(v);~~

Recommendation: *The Planning Commission supports the new language in the proposed zoning text amendment.*

Gateway Business District

Proposed Text:

Section 5. Homer City Code Chapter 21.22, Gateway Business District is amended as follows:

21.22.020 Permitted Uses and Structures.

The following uses are permitted outright in the Gateway Business District, except when such use requires a conditional use permit by reason of size, traffic volumes, or other reason set forth in this chapter:

~~r. Up to 4 buildings on a lot for use as dwelling units subject to HCC 21.14.040(a)(2)&(b) excluding mobile homes.~~

21.22.030 Conditional Uses and Structures.

a. More than one building containing a permitted principal use on a lot, ~~except as provided for in HCC 21.22.020(r).~~

Recommendation: *The Planning Commission supports the new language in the proposed zoning text amendment.*

Attachments:

Ordinance 23-40: Amending Title 21 Regarding Conditional Use Permits

SR 23-46 Ordinance 23-40 Work Session Notes



MEMORANDUM

Ordinance 23-40, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 21.12, Rural Residential District; 21.14 Urban Residential District; 21.18 Central Business District; 21.24 General Commercial 1 District; 21.26 General Commercial 2 District Regarding Conditional Uses in each District. Lord/Mayor.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: August 21, 2023
From: Economic Development Advisory Commission
Through: Julie Engebretsen, Economic Development Manager

City Council referred Ordinance 23-40 to the Planning and Economic Development Advisory Commissions. The commissions held a joint work session on July 19th, discussing the proposed amendments at length. The EDC further discussed the ordinance at their regular meeting on August 8, 2023.

Comments from the EDC:

1. Don't treat all the zoning districts the same.
2. Homer needs broader community discussion on what is appropriate development in different parts of town.
3. The Commission had a lot of discussion but did not reach consensus on a recommendation on the ordinance.

RECOMMENDATION:

Informational Only.

Attachment: Unapproved minutes excerpt from 8/8/23 EDC meeting

The group will meet again Tuesday, August 22 at 5:30 p.m. at Grace Ridge Brewing. Mr. Kim will report back to the group after the next meeting.

G. HERC Update

Economic Development Manager Engebretsen covered the following:

- Limited, hazardous materials assessment of the big building in addition to a detailed report of the small building
 - o Asbestos, lead paint, and PCBs in concentrations that currently cannot be disposed of in the state.
 - o Economic Development Manager Engebretsen will meet with the City Council for a work session on Monday, August 14 to discuss the results.
- Results of the assessment are posted on the City's website for the public to view.

PUBLIC HEARING

PENDING BUSINESS

- A. Housing Update
Memorandum EDC 23-030

Discussion on the housing update took place earlier in the meeting when Chair Marks and City Planner Foster conducted their slideshow presentation.

- B. EDC Mission Statement
Action Item Report EDC 23-031

Chair Marks directed all commissioners to review the draft of the mission statement provided by Mr. Perez. The Commission decided that the statement needs some revising, which Mr. Kim and Ms. Arevalo agreed to edit together.

- C. EDC Bylaws

Chair Marks reviewed the changes to the wording of the bylaws, including:

- "The City Manager shall assign a staff liaison to the commission."
- Changing "APPROVAL OF MINUTES" to "CONSENT AGENDA" on the agenda.

BROWN/AREVALO MOVED TO ACCEPT THE CHANGES TO THE BYLAWS

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

NEW BUSINESS

- A. Ordinance 23-40
Agenda Item Report EDC 23-032

Chair Marks provided an overview of the recent work session with the Planning Commission regarding Ordinance 23-40 and this Commission's role in considering the economic impact of the changes in the ordinance. Economic Development Manager Engebretsen reviewed her memorandum in the packet and explained the purpose of Conditional Use Permits and how the rules apply to different zoning districts.

After in-depth discussion regarding 4 dwelling units on a lot for residential districts and 4 buildings on a lot in commercial districts, Economic Development Manager Engebretsen concluded by saying that the Commission had reached a consensus that it doesn't want to treat all zoning districts the same. The Commissioners were in agreeance that they had differing opinions on the subject, and the Commission felt that it needs to have a broader discussion at a future time. Ms. Engebretsen added that she would write a memo to share with all of the Commissioners, in addition to sending it to the City Council.

B. City of Homer Draft 2024-29 Capital Improvement Plan (CIP)
Memorandum from Special Projects and Communications Coordinator

Economic Development Manager Engebretsen welcomed discussion about which projects the commission felt should be of highest priority. The Commission was in general consensus from the start of debate that the Slope Stability & Erosion Mitigation Program was the project of highest priority. Ms. Arevalo then went on to say that she felt the A-Frame Water Transmission Line Replacement was the project of next highest priority, followed by the Steel Grid. The Commission agreed with both of these opinions, and Ms. Engebretsen added that they could submit more than just their top three priority projects to City Council. The Commission then determined that they also wanted to add the Pioneer Avenue Gateway Redevelopment project to the list in addition to the Homer Harbor Critical Float System Replacement project.

GAMBLE/BROWN MOVED TO SUBMIT TO THE CITY COUNCIL THEIR TOP FIVE PRIORITY PROJECTS IN THE FOLLOWING ORDER:

1. Slope Stability
2. A-Frame Water
3. Steel Gird
4. Pioneer Ave/Gateway
5. Floats

There was no discussion.

VOTE: NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

C. Recommendation to City Council on a Sterling Highway Underpass at Diamond Creek

Chair Marks introduced the item by reading the title. Ms. Arevalo then gave a little more insight on the proposal, saying that the DOT is already planning on redoing the stretch of road from Anchor Point to Homer in addition to widening the culver that exists at Diamond Creek to accommodate wildlife. She

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

Lord/Mayor

3
4 **ORDINANCE 23-40**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING HOMER CITY CODE SECTIONS 21.12, RURAL
8 RESIDENTIAL DISTRICT; 21.14 URBAN RESIDENTIAL DISTRICT;
9 21.18 CENTRAL BUSINESS DISTRICT; 21.24 GENERAL
10 COMMERCIAL 1 DISTRICT; 21.26 GENERAL COMMERCIAL 2
11 DISTRICT REGARDING CONDITIONAL USES IN EACH DISTRICT.
12

13 WHEREAS, Via Ordinance 22-68(A) the Homer City Council codified as an allowable use
14 the construction of up to four residential units on a single lot in certain zoning districts; and
15

16 WHEREAS, The Homer City Council has growing concerns that multiple-unit
17 construction on a single lot can create neighborhood disturbances that may need mitigation
18 measures or restrictions; and
19

20 WHEREAS, Increasing density in the City of Homer should to be done thoughtfully and
21 with significant community participation and buy-in through a thorough comprehensive
22 planning and Title 21 review; and
23

24 WHEREAS, The best procedure at this time of notice and review is through the
25 application of a Conditional Use Permit; and
26

27 WHEREAS, It is in the City's best interest to revert the zoning code back to require
28 Conditional Use Permits for increased building density on lots in certain zoning districts until
29 a more thorough vetting happens specifically surrounding building density.
30

31 NOW THEREFORE, The City of Homer Ordains:
32

33 Section 1. Homer City Code Chapter 21.12, Rural Residential District is amended as
34 follows:

35 Chapter 21.12.020 Permitted Uses and Structures

36 The following uses are permitted outright in the Rural Residential District:

37
38 s. **One detached** ~~up to four dwelling units~~, excluding mobile homes, **as an accessory building**
39 **to a principal single family dwelling** on a lot subject to the requirements of HCC 21.12.040

[**Bold and underlined added.** Deleted language stricken through]

40 ~~and located in an area depicted for Urban Residential zoning by the Future Land Use Map in~~
41 ~~the 2018 Homer Comprehensive Plan.~~

42
43 21.12.030 Conditional Uses and Structures

44
45 m. More than one building containing a permitted principal use on a lot ~~except as provided for~~
46 ~~in Hcc 21.12.020(s)~~

47
48 Section 2. Homer City Code Chapter 21.14, Urban Residential District is amended as
49 follows:

50 21.14.020 Permitted Uses and Structures.

51 The following uses are permitted outright in the Urban Residential District:

52 ~~s. Up to 4 buildings on a lot for use as dwelling units subject to HCC 21.14.040(a)(2)(a)&(b)~~
53 ~~excluding mobile homes.~~

54 21.14.030 Conditional uses and structures.

55 The following uses may be permitted in the Urban Residential District when authorized by
56 conditional use permit issued in accordance with HCC Chapter 21.71:

57 k. More than one building containing a permitted principal use on a lot, ~~except as provided~~
58 ~~for in HCC 21.14.020(s);~~

59 Section 3. Homer City Code Chapter 21.16, Residential Office District is amended as
60 follows:

61 21.16.020 Permitted Uses and Structures.

62 The following uses are permitted outright in the Residential Office District:

63 ~~v. Up to 4 buildings on a lot for use as dwelling units subject to HCC 21.14.040(a)(2)(a)&(b)~~
64 ~~excluding mobile homes.~~

65 21.16.030 Conditional uses and structures.

66 The following uses may be permitted in the Residential Office District when authorized by
67 conditional use permit issued in accordance with HCC Chapter 21.71:

68 h. More than one building containing a permitted principal use on a lot, ~~except as provided~~
69 ~~for in HCC 21.16.020(v);~~

70 Section 4. Homer City Code Chapter 21.18, Central Business District is amended as
71 follows:

72 21.18.020 Permitted Uses and Structures.

73 The following uses are permitted outright in the Central Business District, except when such
74 use requires a conditional use permit by reason of size, traffic volumes, or other reason set
75 forth in this chapter:

76 ~~mm. Up to 4 buildings on a lot excluding mobile homes, except as provided for in HCC~~
77 ~~21.18.030.~~

78 Section 5. Homer City Code Chapter 21.22, Gateway Business District is amended as
79 follows:

80 21.22.020 Permitted Uses and Structures.

81 The following uses are permitted outright in the Gateway Business District, except when such
82 use requires a conditional use permit by reason of size, traffic volumes, or other reason set
83 forth in this chapter:

84 ~~r. Up to 4 buildings on a lot for use as dwelling units subject to HCC 21.14.040(a)(2)&(b)~~
85 ~~excluding mobile homes.~~

86 21.22.030 Conditional Uses and Structures.

87 a. More than one building containing a permitted principal use on a lot, ~~except as provided~~
88 ~~for in HCC 21.22.020(r).~~

89 Section 5. Homer City Code Chapter 21.24, General Commercial1 District is amended as
90 follows:

91 21.24.020 Permitted Uses and Structures.

92 The following uses are permitted outright in the General Commercial 1 District, except when
93 such use requires a conditional use permit by reason of size, traffic volumes, or other reason
94 set forth in this chapter:

95 ~~pp. More than one building containing a permitted principal use on a lot.~~

96 21.24.030 Conditional Uses and Structures.

97 **j. More than one building containing a permitted principal use on a lot**

98 Section 6. Homer City Code Chapter 21.26, General Commercial 2 District is amended
99 as follows:

100 21.24.020 Permitted Uses and Structures.

101 The following uses are permitted outright in the General Commercial 2 District, except when
102 such use requires a conditional use permit by reason of size, traffic volumes, or other reason
103 set forth in this chapter:

104 ~~y. More than one building containing a permitted principal use on a lot.~~

105 21.26.030 Conditional Uses and Structures.

106 **l. More than one building containing a permitted principal use on a lot**

107 Section 7. This ordinance is of a permanent and general character and shall be
108 included in Homer City Code.

109
110 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____, 2023.

111

112

113

CITY OF HOMER

114

115

116

KEN CASTNER, MAYOR

117

118

119

- 120 ATTEST:
- 121
- 122
- 123 _____
- 124 MELISSA JACOBSEN, MMC, CITY CLERK
- 125
- 126 Introduction:
- 127 Public Hearing:
- 128 Second Reading:
- 129 Effective Date:
- 130
- 131 YES:
- 132 NO:
- 133 ABSTAIN:
- 134 ABSENT:

From: [Frank Griswold](#)
To: [Melissa Jacobsen](#)
Cc: [Renee Krause](#); [Department Planning](#)
Subject: Proposed Ordinance 23-40
Date: Sunday, July 23, 2023 10:08:08 AM

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

Dear City Council and Planning Commission,

The caption of proposed Ordinance 23-40 is inaccurate and misleading. The subject amendments primarily pertain to permitted uses, not conditional uses. Some listed conditional uses may be amended as a consequence of deleting permitted uses from the zoning code but those relatively minor conditional use amendments would clearly be secondary to the main purpose of Ordinance 23-40. The caption of Ordinance 23-40 should be corrected and all future public notices should reflect its true purpose i.e., deleting specific listed permitted uses allowing multiple structures per lot in five zoning districts.

Whereas clause #3 of Ordinance 23-40 states: "WHEREAS, Increasing density in the City of Homer should to be done thoughtfully and with significant community participation and buy-in through a thorough comprehensive planning and Title 21 review." Ordinance 23-40 is designed to rescind some of the myriad amendments arbitrarily enacted via Ordinance 22-68(A). *All* of the amendments enacted via Ordinance 22-68(A) should have been done thoughtfully and with significant community participation, but as conceded in whereas clause #3, they clearly were not. Therefore, the scope of proposed Ordinance 23-40 should be expanded such that Ordinance 22-68(A) be rescinded in its entirety.

Frank Griswold

CITY OF HOMER HOMER, ALASKA

ORDINANCE 23-40

Lord/Mayor

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE SECTIONS 21.12, RURAL RESIDENTIAL DISTRICT; 21.14 URBAN RESIDENTIAL DISTRICT; 21.18 CENTRAL BUSINESS DISTRICT; 21.24 GENERAL COMMERCIAL 1 DISTRICT; 21.26 GENERAL COMMERCIAL 2 DISTRICT REGARDING CONDITIONAL USES IN EACH DISTRICT.

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

Lord

3
4 **ORDINANCE 23-48**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
7 AMENDING HOMER CITY CODE TITLE 20 ANIMALS.
8

9 WHEREAS, Homer City Code Title 20 Animals was substantially revised in 1988 with
10 updates in 2016, and
11

12 WHEREAS, The 2015-16 Council-initiated Sustainable Animal Control
13 Review Committee provided minor updates to Title 20 but noted that they did not have time
14 for a full review, and
15

16 WHEREAS, Memorandum 16-026 from the Sustainable Animal Control Committee
17 strongly encouraged the Council to update Title 20, and
18

19 WHEREAS, It is in the City's best interest to do periodic full reviews of HCC Titles to
20 ensure they are current, applicable, and enforceable, and
21

22 WHEREAS, The proposed revisions to Title 20 were drafted through a collaborative
23 effort with the Animal Control Officer and Animal Shelter staff, the City Clerk, the Homer Police
24 Department and the City Attorney.
25

26 NOW THEREFORE BE IT ORDAINED:

27
28 Section 1. Homer City Code Chapter 20.04 Animals-General Provisions is hereby
29 amended as follows:
30

31 Chapter 20.04
32 ANIMALS – GENERAL PROVISIONS

33 Sections:

34 20.04.010 Intent.

35 20.04.020 Definitions.
36

37 **20.04.010 Intent.**
38

39 The intent of this title is to control the running at large of animals within the City and to protect
40 the general health, safety and welfare of the citizens of the City with respect to the keeping of
41 animals. [Ord. 88-1, 1988].
42

Added language Deleted language stricken through]

43 **20.04.020 Definitions.**

44
45 In this title:

46 “Animal” means a domestic or domesticated member of the animal kingdom.

47
48 “At large” means that an animal is off the property of its owner and not under the direct control
49 of a competent person **restraint as defined in this chapter.**

50
51 “Dog” means a member of the species *Canis familiaris*.

52
53 “Kennel” means a commercial premises where four or more dogs over four months of age are
54 owned, kept, boarded, bred or offered for sale.

55
56 “Large animal” means all cattle, horses, sheep, goats, swine or similar species commonly kept
57 as livestock.

58
59 “Prior conviction” means a conviction of a person for a violation of a provision of this title
60 involving any animal owned or controlled by the person within a 24-month period preceding
61 the date of the offense for which a citation of the person currently is pending.

62
63 “Quarantine” means the isolation of an animal in a substantial enclosure so that the animal
64 cannot be subject to contact with other animals or unauthorized persons.

65
66 “Restraint” means any of the following: (1) physical confinement by leash, chain, fence, or
67 building; or (2) under competent voice control **as defined in this section.** ~~when an animal is~~
68 ~~engaged in an activity or form of training requiring that it not be physically confined; or (3)~~
69 ~~under competent voice control when an animal is on the property of its owner.~~

70
71 “Vicious animal” means an animal which has bitten or attacked a human being or another
72 animal at any time without provocation. [Ord. 16-38(S)(A) § 3, 2016; Ord. 88-1, 1988].

73
74 **“Voice control” means the dog returns immediately to and remains by the side of the**
75 **owner in response to the owner’s verbal whistle or hand signal, if the dog approaches or**
76 **remains within 10 feet of any other person than the owner, the dog is not under voice**
77 **control and is be deemed at large.**

78
79 Section 2. Homer City Code Chapter 20.08 Animals-General Provisions is hereby
80 amended as follows:

81
82 Chapter 20.08
83 GENERAL ANIMAL REGULATIONS

84
85 Sections:

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- 87 20.08.020 Impoundment procedures.
- 88 20.08.030 Animals on harbor floats.
- 89 20.08.040 Nuisance animals.
- 90 20.08.050 Cruelty or injury to animals.
- 91 20.08.060 ~~Boarding dogs at animal shelter.~~ **Repealed.**
- 92 20.08.070 Female animals in heat – Confinement required.
- 93 20.08.080 Abandonment of animals.
- 94 20.08.090 Maintenance and sanitation.
- 95 20.08.100 Adoption of shelter animals.
- 96 20.08.110 Disposal of animal at request of owner.

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99 **20.08.010 Animals at large.**

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101 a. No person may cause or permit an animal to be at large in a public street or alley, or on other
102 public property, or on private property without the property owner’s consent.

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104 b. No person other than the Animal Control Officer ~~or a peace officer~~ performing duties under
105 this title may release an animal from restraint without its owner’s consent, except to preserve
106 the animal’s life. A person who releases an animal from restraint to preserve its life shall
107 promptly report having done so to the animal’s owner or the Animal Control Officer.

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109 c. The Animal Control Officer ~~or a peace officer~~ may capture or destroy by any means an animal
110 at large that presents an immediate threat to public safety.

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112 d. The owner of an animal that is at large may be cited for a violation of this section without
113 the impoundment of the animal.

114

115 ~~e. Except as provided in subsections (f) and (g) of this section, the penalty for a violation of~~
116 ~~subsection (a) or (b) of this section, with zero, one, or two prior convictions, is the fine listed in~~
117 ~~the fine schedule in HCC 20.32.020.~~

118

119 ~~f. Except as provided in subsection (g) of this section, a violation of subsection (a) or (b) of this~~
120 ~~section with three or more prior convictions shall be punishable by a fine of not less than~~
121 ~~\$300.00 nor more than \$500.00, and the unsuspended portion of the fine shall not be less than~~
122 ~~\$100.00.~~

123

124 ~~g. A violation of subsection (a) of this section where the animal is a large animal, as defined in~~
125 ~~HCC 20.04.020, with one or more prior convictions shall be punishable by a fine of not less than~~
126 ~~\$300.00 nor more than \$500.00, and the unsuspended portion of the fine shall not be less than~~
127 ~~\$100.00. [Ord. 18-11 § 20, 2018; Ord. 16-38(S)(A) § 4, 2016].~~

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20.08.020 Impoundment procedures.

~~a. The Animal Control Officer or a peace officer may capture and impound an animal that is at large in violation of HCC 2.08.010(a). The Animal Control Officer or a peace officer may pursue an animal onto private property in the course of effecting its impoundment, and if necessary use a cage trap to capture an animal.~~

~~b. Immediately upon impounding an animal whose owner is known to the impounding Animal Control Officer or peace officer, the officer shall make a reasonable effort to inform the owner of the impoundment and the conditions on which the owner may regain custody of the animal.~~

~~c. An animal that is impounded under the provisions of this chapter shall be held in the City animal shelter, and there confined in a humane manner for a minimum of five days the applicable minimum period under subsection (d) of this section unless sooner claimed by the owner; **Animals impounded at the shelter will be vaccinated and microchipped on intake.** **Animals** and if not claimed by the owner thereafter may be, at the discretion of the Animal Control Officer, offered to the public **for** adoption or in the case of a large animal sold at public auction with public notice in the manner provided for the sale at execution of personal property in AS 09.35.140 **as outlined below**, or destroyed in a humane manner.~~

1. The City shall publish in a newspaper of general circulation in the City a notice of the intention of the City to sell a large animal at public auction, on a day and at a place and time certain, not less than 10 days prior to the sale, for cash to the highest and best bidder. At any time prior to the auction, the owner may redeem the animal by cash payment of all fees and charges against the animal.

2. The minimum acceptable bid shall be a sum equal to the City’s fees and charges against the animal. The proceeds of the sale shall be first applied to the cost of sale, then to accrued fees and charges, service fees, storage charges, attorney fees and costs, and other expenses provided for in this title, and the balance, if any, shall be held in trust by the City for the owner of the animal to claim; and if not claimed within one year, the balance shall be deposited animal control fund. Upon the sale being made, the City shall make and deliver its bill of sale, without warranty, conveying the animal to the buyer.

~~d. The minimum period for which an impounded animal shall be held at the animal shelter shall be~~

~~1. For a dog that is impounded while wearing a City license, five days.~~

~~2. For any other animal, three days.~~

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ed. No impounded animal may be released from the animal shelter into the custody of its owner unless the owner has:

~~1. Paid all impoundment and boarding fees, and the cost of any veterinary treatment provided to the animal while impounded~~ **Satisfied the requirements of the Animal Control Officer as outlined in the Animal Shelter’s Animal Control Policy;**

~~2. For a dog owned by a City resident that was impounded while not wearing a City dog license, either produced evidence satisfactory to the Animal Control Officer that a current City dog license has been issued for the dog, or if the dog is unlicensed paid the fee for a City dog license for the dog; and~~

~~3.~~ **2.** For a dog, either produced evidence satisfactory to the Animal Control Officer that the dog has a current rabies vaccination, or paid the fee for a 30-day rabies vaccination voucher under HCC 20.16.030. [Ord. 16-38(S)(A) § 4, 2016].

20.08.030 Animals on harbor floats.

No person may bring, keep, or maintain an animal on the floats of the Homer small boat harbor, unless the animal is kept under physical confinement by leash or chain at all times. The person in control of the animal shall be responsible for cleaning and removing the animal’s waste from the harbor floats. The City will charge the person in control of the animal for **the amount listed in the City of Homer Fee Schedule** ~~labor (minimum of one-half hour) required~~ for cleaning and removing any animal waste that the person fails to clean and remove. [Ord. 16-38(S)(A) § 4, 2016].

20.08.040 Nuisance animals.

- a. No person may cause or permit an animal that the person owns or controls to:
1. Annoy another person by interfering with the latter’s sleep, work or reasonable right to peace and privacy by making repeated or continued noise;
 2. Defecate, dig upon or injure private property owned by another person or a public street or alley, or other public property;
 3. Frequently or habitually growl, snap at, jump upon or otherwise menace, injure or frighten another person who is not trespassing or otherwise violating the law; ~~or~~
 4. Chase, harass, or otherwise disturb or injure wildlife.

212 b. The Animal Control Officer ~~or a peace officer~~ may impound an animal that is engaging in
213 behavior described in subsection (a) of this section. A person may restrain an animal from
214 continuing to engage in behavior described in subsection (a)(4) of this section, and shall
215 promptly surrender any animal so restrained to the Animal Control Officer for impoundment.

216
217 ~~c. A violation of subsection (a) of this section with three or more prior convictions shall be~~
218 ~~punishable by a fine of not less than \$300.00 nor more than \$500.00, and the unsuspended~~
219 ~~portion of the fine shall not be less than \$100.00. [Ord. 16-38(S)(A) § 4, 2016].~~

220
221 **20.08.050 Cruelty or injury to animals.**

222
223 a. No person may intentionally injure, torment, poison, provoke, or otherwise abuse an animal,
224 including without limitation through a violation of HCC 7.15.010, Transporting an animal.

225
226 b. No person may intentionally kill an animal by injury, torment, poison, suffocation,
227 decompression or other forms of abuse of the animal.

228
229 c. No person may maintain an animal without providing food, water, and shelter adequate to
230 preserve the animal's health, or abandon an animal where it will not be provided proper food,
231 water, shelter, and care.

232
233 d. No person may maintain an animal showing symptoms of infectious or contagious disease
234 without keeping the animal confined in a building or secure enclosure and under proper care.

235
236 e. No person may cause an animal to fight another animal or human being, whether for
237 amusement or financial gain; or train, or keep for the purpose of training, an animal for
238 exhibition in combat with an animal or human being. No person may permit property that the
239 person owns or controls to be used for any of the purposes described in this subsection.

240
241 f. No person may use a trap or snare within the City limits that can kill or injure a domestic
242 animal except under the supervision of a state or federal wildlife agency addressing a specific
243 nuisance wildlife issue, and with prior notice to the Animal Control Officer of the name and
244 contact information of each person who will be working the trap(s), and the type of trap(s) and
245 the location of trap(s) being used.

246
247 ~~g. No person may cause or permit an animal that the person owns or controls to molest or~~
248 ~~harass wild or domesticated animals.~~

249
250 h. The driver of a vehicle involved in an accident resulting in injury to an animal shall stop the
251 vehicle as close to the scene of the accident as safely possible and inform the owner of the
252 animal of the accident and injury to the animal, if the animal's ownership is readily
253 ascertainable. If the owner of the animal is not readily ascertainable, the driver shall inform

254 the Animal Control Officer or Police Department as quickly as reasonably possible of the
255 accident and injury to the animal.

256
257 i. Notwithstanding any other provision of this section, the Animal Control Officer, ~~a peace~~
258 ~~officer~~ or a licensed veterinarian may humanely euthanize an animal that in that person's
259 opinion is so seriously ill or injured that medical treatment would needlessly prolong the
260 animal's suffering; ~~provided, that if~~ the animal bears identification of ownership, the Animal
261 Control Officer, ~~law enforcement officer~~ or licensed veterinarian ~~first~~ shall make a reasonable
262 **an** effort to ~~inform~~ **contact** the owner of the animal's condition and ~~obtain the owner's consent~~
263 ~~to~~ **before** euthanizing the animal.

264
265 j. This section does not apply to: impounding, destruction, or other disposition of an animal in
266 a humane manner as authorized by ~~law~~ **Homer City Code and/or Alaska Statutes**; killing or
267 injuring an animal where necessary to protect a human being or domesticated animal from
268 death or bodily injury; or the humane destruction of an animal by its owner or the owner's
269 authorized agent.

270
271 ~~k. A violation of subsections (a) through (h) of this section shall be punishable by a fine of not~~
272 ~~less than \$300.00 nor more than \$500.00, and the unsuspended portion of the fine shall not be~~
273 ~~less than \$300.00. [Ord. 16-38(S)(A) § 4, 2016].~~

274
275 20.08.060—Boarding dogs at animal shelter. **Repealed**

276
277 The Homer Animal Shelter may accept a dog for boarding if the following requirements are
278 met:

279
280 a. The owner and dog must reside inside the City.

281
282 b. The owner pays boarding fees in advance for a maximum of 10 days. The owner shall pay
283 double the standard boarding fees for any time from the end of the time for which boarding
284 fees were paid in advance until the owner claims the dog from the animal shelter.

285
286 c. The owner provides proof from a veterinarian that the dog has current vaccinations for
287 rabies, parvo, distemper and Bordetella (kennel cough).

288
289 d. The owner exhibits proof that the dog has a current City dog license.

290
291 e. The owner reserves boarding space 24 hours in advance of the desired boarding time, and
292 at the time of reservation space to board the dog will be available. The animal shelter will not
293 board more than four dogs at a time.

294

295 ~~f. The animal shelter may deny boarding to a dog that it determines to be sick, injured, vicious,~~
296 ~~or in heat.~~

297
298 ~~g. Before the boarding time begins, the owner of the dog executes a boarding agreement~~
299 ~~including all the requirements in this section and an agreement to hold the Homer Animal~~
300 ~~Shelter and the City harmless and waive liability claims against the Homer Animal Shelter and~~
301 ~~the City.~~

302
303 ~~h. All boarding costs shall be paid in full before the dog is released to its owner or designee.~~

304
305 ~~i. The Homer Animal Shelter will not board dogs if any licensed private commercial boarding~~
306 ~~kennel is operating within the City and that facility has space available for animal boarding.~~
307 ~~[Ord. 16-38(S)(A) § 4, 2016].~~

308
309 **20.08.070 Female animals in heat – Confinement required.**

310
311 Every female ~~dog or cat~~ **animal** in season shall be kept confined in a building or secure
312 enclosure, or in a veterinary hospital or boarding kennel, in such a manner that such female
313 ~~dog or cat~~ **animal** cannot come in contact with another ~~dog or cat~~ **animal** except for planned
314 breeding purposes. [Ord. 16-38(S)(A) § 4, 2016].

315
316 **20.08.080 Abandonment of animals.**

317
318 No person may intentionally abandon an animal including without limitation leaving the
319 animal unattended outside of the animal shelter. [Ord. 16-38(S)(A) § 4, 2016].

320
321 **20.08.090 Maintenance and sanitation.**

322
323 A person who owns an animal shall maintain all structures, pens and yards where the animal
324 is kept, and all areas adjacent thereto, in a clean and sanitary condition and free from
325 objectionable odor. [Ord. 16-38(S)(A) § 4, 2016].

326
327 **20.08.100 Adoption of shelter animals.**

328
329 To minimize the destruction of animals, the City shall make unclaimed animals and animals
330 turned in to the animal shelter for disposal available for adoption by any adult person except
331 as restricted herein. ~~The City may collect a~~ **A fee may be collected** for the adoption of each
332 animal **as listed in the City of Homer Fee Schedule**. The Animal Control Officer may deny
333 adoption of an animal to any person with a documented record of frequent violations of this
334 title or a history of animal abuse, neglect, or housing animals in inhumane or unsanitary
335 conditions. Frequent violation for purposes of this section shall mean three or more
336 convictions in the last 24 months. [Ord. 16-38(S)(A) § 4, 2016].

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20.08.110 Disposal of animal at request of owner.

The animal shelter will accept an animal from its owner for disposal upon the owner's execution of a written consent agreement holding the City harmless from liability for the destruction of the animal. Upon execution of the agreement, the animal becomes property of the City and at the City's option may be disposed of by adoption or destruction in a humane manner. The City reserves the right to refuse to dispose of any animal. [Ord. 16-38(S)(A) § 4, 2016].

Section 3. Homer City Code Chapter 20.12 Licensing of Animals is hereby repealed.

~~Chapter 20.12
LICENSING OF ANIMALS~~

~~Sections:~~

~~20.12.010 License required—Issuance.~~

~~20.12.020 License tag to be worn and displayed.~~

~~20.12.030 Repealed.~~

~~20.12.010 License required—Issuance.~~

~~No person may own, keep or harbor a dog over four months of age in the City that is not licensed as provided in this chapter. The animal shelter shall issue a dog license upon receiving an application stating the owner's name and address and the name, breed, color and sex of the dog, a certificate from a licensed veterinarian that the dog has a current rabies vaccination, and payment of the license fee. A dog license shall be issued for a period of two years that begins on January 1st of an even numbered year and ends on December 31st of the following odd numbered year. The full license fee shall be payable for a dog license that is issued at any time during an even numbered year and the fee for a dog license that is issued at any time during an odd numbered year shall be one half of the full license fee. [Ord. 16-38(S)(A) § 5, 2016; Ord. 14-52 § 1, 2014; Ord. 88-1, 1988].~~

~~20.12.020 License tag to be worn and displayed.~~

~~Upon payment of the license fee, the animal shelter shall issue to the owner of a dog a receipt for payment of the license fee and a license tag for the dog. The tag shall bear the years for which it was issued and a number corresponding to the number on the receipt. The owner of a dog subject to licensing under this chapter shall cause the dog to wear a collar or harness to which the license tag shall be affixed at all times. In case a dog tag is lost or destroyed another will be issued upon payment of a replacement fee. Dog tags are not transferable from one dog to another. [Ord. 16-38(S)(A) § 6, 2016; Ord. 88-1, 1988].~~

~~20.12.030 Counterfeit tags prohibited.~~

379 ~~Repealed by Ord. 16-38(S)(A). [Ord. 88-1, 1988].~~

380

381 Section 4. Homer City Code Chapter 20.16 Animal Disease Control is hereby amended
382 as follows:

383

384

Chapter 20.16
ANIMAL DISEASE CONTROL

385

386

387 Sections:

388 20.16.010 Rabies vaccination required.

389 20.16.020 Quarantine of rabid animals required.

390 20.16.030 Rabies vaccination voucher authorization.

391 20.16.010 Rabies vaccination required.

392

393 Every owner of a dog over four months old shall have the dog vaccinated against rabies. [Ord.
394 16-38(S)(A) § 8, 2016; Ord. 88-1, 1988].

395

396 **20.16.020 Quarantine of rabid animals required.**

397

398 a. If a dog or other animal is believed to have rabies or to be vicious, or has been bitten by a
399 dog or other animal suspected of having rabies, the dog or other animal shall be confined by a
400 leash or chain in a substantial enclosure on the owner's premises and shall be placed under
401 the observation of a duly licensed physician or veterinarian for 10 days at the expense of the
402 owner. The owner shall notify ~~a peace officer or~~ the Animal Control Officer that the dog has
403 been exposed to rabies, and the officer may, at the officer's discretion, place the dog under
404 observation in a designated isolation ward at the animal shelter for the quarantine period at
405 the expense of the owner. (Note: also see 7 AAC 27.020.)

406

407 b. The Chief of Police or Animal Control Officer shall promptly notify the State Health
408 Department Officer of the location and description of the ~~dog or other~~ animal having rabies or
409 suspected of having rabies, and supply the State Health Officer with the names and addresses
410 of the persons who have been bitten, scratched or had any contact with the suspected animal.

411

412 c. ~~A peace officer~~ The Animal Control Officer may enter upon private property where a dog or
413 other animal that is alleged to have bitten a person is kept, to inspect, seize and impound the
414 dog as provided in this chapter. [Ord. 16-38(S)(A) § 9, 2016; Ord. 88-1, 1988].

415

416 **20.16.030 Rabies vaccination voucher authorization.**

417

418 The Animal Control Officer may collect the fee for, and issue to an owner claiming a dog at the
419 animal shelter who is unable to provide adequate proof of current rabies vaccination for the
420 dog, a "rabies vaccination voucher." This voucher shall be valid for 30 days, and within that

421 period shall entitle the bearer to rabies vaccination for the dog identified thereon, at any
422 licensed veterinarian agreeing to accept same. The City **Animal Shelter contractor** shall set
423 fees for such voucher, ~~at the average rates currently being charged by all veterinarians licensed~~
424 ~~within the City.~~ [Ord. 16-38(S)(A) § 10, 2016; Ord. 88-1, 1988].

425
426 Section 5. Homer City Code Chapter 20.20 Dangerous Animals is hereby amended as
427 follows:

428
429 Chapter 20.20
430 DANGEROUS ANIMALS

431
432 Sections:

- 433 20.20.010 Permitting animals to bite prohibited.
434 20.20.020 Destruction prohibited pending quarantine.
435 20.20.030 Vicious animal.
436 20.20.040 Administrative hearing procedures.
437 20.20.050 Destruction of vicious animal.
438 20.20.060 Conditional release of vicious animal.

439
440 **20.20.010 Permitting animals to bite prohibited.**

441
442 a. No person may permit any animal that the person owns or controls to bite a person or
443 another animal, unless the person bitten is engaged in the commission of a criminal act. It is
444 an affirmative defense to a charge of violating this section that the victim of the bite provoked
445 the animal into biting, or was bitten while trespassing on premises totally enclosed by chain
446 link or similar density fencing by an animal housed therein. ~~A violation of this section shall be~~
447 ~~punishable by a fine of not less than \$300.00 and not more than \$500.00, and the unsuspended~~
448 ~~portion of the fine shall not be less than \$100.00.~~

449
450 **b. No person may permit any dog to habitually annoy any animal or bird either domestic**
451 **or wild. Any dog that evinces a disposition which makes it likely that it will without**
452 **provocation bite an animal or fowl, will be considered a vicious animal subject to the**
453 **provisions of 20.20.030.**

454
455 ~~b.c.~~ The City shall serve notice on the owner of an animal which has bitten a person or another
456 animal without provocation, advising the owner that the animal is now a vicious animal and is
457 subject to destruction if at large. [Ord. 16-38(S)(A) § 11, 2016; Ord. 88-1, 1988].

458
459 **20.20.020 Destruction prohibited pending quarantine.**

460
461 No person may kill or maim an animal which is known to have bitten a person or animal
462 without the prior consent of the Chief of Police **Animal Control Officer**. Nothing in this section

463 shall prohibit the killing of an animal where such destruction is necessary for the protection of
464 life and limb, or for the purpose of preventing a further attack. One of the purposes of the
465 enactment of this chapter is to enable the ~~Chief of Police~~ **Animal Control Officer** to observe
466 any dogs and other animals which have bitten any person or animal in order to determine
467 whether the same are infected by rabies. ~~A violation of this section shall be punishable by a~~
468 ~~fine of not less than \$300.00 and not more than \$500.00, and the unsuspended portion of the~~
469 ~~fine shall not be less than \$100.00.~~ [Ord. 16-38(S)(A) § 12, 2016; Ord. 88-1, 1988].

470

471 **20.20.030 Vicious animal.**

472

473 No person may:

474

475 a. Permit a vicious animal to be at large;

476

477 b. Knowingly or negligently permit a vicious animal to bite any person unless the person bitten
478 is in the act of committing a criminal offense;

479

480 c. Permit a vicious animal to be housed or transported in or on any motor vehicle unless the
481 animal is muzzled to prevent the animal from biting any person. ~~(Exception: vicious animals~~
482 ~~locked in the passenger compartment of a motor vehicle need not be muzzled if the windows~~
483 ~~are adequately closed to prevent the animal from exiting the vehicle);~~

484

485 d. Permit a vicious animal to leave premises owned or controlled by the animal's owner or his
486 agent ~~(except as authorized in subsection (c) of this section)~~ unless the animal is securely
487 muzzled.

488

489 Any animal in violation of subsection (a) or (b) of this section shall, upon conviction of the
490 owner or the agent, for that offense, be immediately seized by the City and held for destruction.
491 ~~A violation of this section shall be punishable by a fine of not less than \$300.00 nor more than~~
492 ~~\$500.00, and the unsuspended portion of the fine shall not be less than \$100.00.~~ [Ord. 16-
493 38(S)(A) § 13, 2016; Ord. 88-1, 1988].

494

495 **20.20.040 Administrative hearing procedures.**

496

497 All animals seized pursuant to HCC 20.20.030 shall be held in impound pending an
498 administrative hearing concerning their potential destruction. The administrative hearing
499 shall be conducted as follows:

500

501 a. ~~An Administrative Hearing Board shall be convened consisting of the City Manager (who shall~~
502 ~~chair the proceedings), the Chief of Police, and one member of the City Council (selected by the City Manager).~~
503 **or their designee shall serve as hearing officer.**

504

505 ~~b. A notice of administrative hearing shall be served upon t~~The animal's owner or ~~his~~ **their**
506 ~~designee under the procedures set for service of summons in a civil action~~ **shall be notified of**
507 ~~. The notice shall specify the date, time, and location of the hearing. The hearing may not be~~
508 ~~less than three days following the service of the hearing notice on the animal owner or his~~
509 ~~designee.~~

510
511 c. The hearing shall consider all information pertinent to the specific violation of HCC 20.20.030
512 which initiated the impoundment and hearing process, and may additionally consider any
513 information concerning prior violations or incidents with this same animal, as well as any
514 information concerning the animal owner's or his designee's prior violations of the Homer
515 animal ordinances with any other animal.

516
517 d. The hearing shall address and enter its formal findings as to whether:

- 518
- 519 1. The animal is a vicious animal under HCC 20.04.020;
 - 520 2. The owner or designee thereof failed to use all reasonable precautions to control his
521 animal and protect the public;
 - 522 3. The circumstances of this incident under consideration constitute a danger to the
523 public.
- 524

525 e. If ~~a majority of Board members~~ **the hearing officer** finds in the affirmative as to all three of
526 the provisions of subsection (d) of this section, the ~~Hearing Board~~ **hearing officer** shall order
527 the animal destroyed. The owner or designee, if present at the hearing, shall be ~~verbally~~
528 notified of the findings and order ~~at the conclusion~~ **within 24 hours** of the hearing. Written
529 findings shall ~~also~~ be prepared and served upon the owner or designee. If the owner or
530 designee is not present at the hearing, written findings and destruction order shall be served
531 on that person as soon as possible following the hearing.

532
533 f. Absent an affirmative finding by the ~~Hearing Board~~ **hearing officer** as to one or more of the
534 provisions of subsection (d) of this section, the animal shall be immediately released to its
535 owner or designee. The ~~Hearing Board~~ **hearing officer** shall, in the event of release under this
536 provision, prepare a written notice which shall be delivered or mailed to the animal's owner,
537 outlining the ~~Hearing Board's~~ **hearing officer's** recommendations as to actions that owner
538 should take to prevent future incidents and to protect the public.

539
540 g. Any appeal of the ~~Hearing Board's~~ **hearing officer's** finding and destruction order shall be
541 taken through the Alaska Court System within ~~10~~ **30** days of the receipt of said findings and
542 order by the owner. The filing of an appeal will automatically stay the order of destruction
543 pending resolution of the appeal. The animal shall remain in impound at the owner's expense
544 pending resolution of the appeal. [Ord. 16-38(S)(A) § 14, 2016; Ord. 88-1, 1988].

545

546 **20.20.050 Destruction of vicious animal.**

547
548 Vicious animals to be destroyed upon Administrative Hearing Board **Officer** order shall be
549 destroyed as follows:

550
551 a. The animal shall remain in impound for ~~10~~ **30** days following the date the owner (or his
552 designee) is verbally notified of the ~~Hearing Board's~~ **hearing officer's** decision, or the date that
553 a written finding and destruction order is served on the owner (or his designee) to allow that
554 person to appeal the destruction order through the courts.

555
556 b. If the City is not served with a notice of appeal of the destruction order within the ~~10~~ **30** day
557 holding period outlined in subsection (a) of this section, the City shall immediately proceed to
558 humanely destroy the animal. [Ord. 88-1, 1988].

559
560 **20.20.060 Conditional release of vicious animal.**

561
562 The City may, at its option, in lieu of destruction of the animal, agree to return the vicious
563 animal to its owner (or his lawful agent) if that person signs a ~~contractual~~ **conditional release**
564 agreement with the City wherein the owner agrees:

565
566 a. To immediately remove the animal from the City;

567
568 b. Agrees to the immediate seizure and destruction of the animal if it enters the City limits;

569
570 c. Agrees to **defend and** indemnify the City for any and all damages resulting from any act of
571 this animal from the date of the agreement;

572
573 d. Any other reasonable provision deemed necessary by the ~~City Attorney~~ **Animal Control**
574 **Officer**. [Ord. 88-1, 1988].

575
576 Section 6. Homer City Code Chapter 20.24 Enforcement Authority – Interference is
577 hereby amended as follows:

578
579 Chapter 20.24
580 ENFORCEMENT AUTHORITY – INTERFERENCE

581
582 Sections:

583 20.24.010 Enforcement.

584 20.24.020 Interference with enforcement officer prohibited.

585 20.24.030 Unauthorized removal of animals.

586 20.24.040 Tampering with City live traps prohibited.

587 20.24.050 Removal of quarantined animals prohibited.

588 20.24.060 Furnishing false information.

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20.24.010 Enforcement.

This title may be enforced by any ~~peace officer~~ **Animal Control Officer**. Additionally, a private person may lawfully detain any animal in violation of this title provided the person promptly notifies the Animal Control Officer and surrenders the animal to the Animal Control Officer in compliance with HCC 20.08.040(b). [Ord. 16-38(S)(A) § 15, 2016; Ord. 88-1, 1988].

20.24.020 Interference with enforcement officer prohibited.

No person shall interfere with, oppose or resist ~~any peace officer or an~~ **an** Animal Control Officer in the performance of ~~his~~ **their** duties as provided in this title. ~~A violation of this section shall be punishable by a fine of not less than \$300.00 nor more than \$500.00, and the unsuspended portion of the fine shall not be less than \$100.00.~~ [Ord. 16-38(S)(A) § 15, 2016; Ord. 88-1, 1988].

20.24.030 Unauthorized removal of animals.

No person may remove or release any animal from the animal shelter, animal control vehicles, municipal animal traps or from any other official custody without first obtaining permission to do so from the Animal Control Officer ~~or any peace officer~~. ~~A violation of this section shall be punishable by a fine of not less than \$300.00 nor more than \$500.00, and the unsuspended portion of the fine shall not be less than \$100.00.~~ [Ord. 16-38(S)(A) § 15, 2016; Ord. 88-1, 1988].

20.24.040 Tampering with City live traps prohibited.

No person may tamper with any City-owned or City-operated animal live trap. “Tampering” means removal or destruction of bait(s), tripping the door closure mechanism, obstructing the entryway so as to prevent animals from entering the trap, or the physical removal of the trap from its position. ~~A violation of this section shall be punishable by a fine of not less than \$300.00 nor more than \$500.00, and the unsuspended portion of the fine shall not be less than \$100.00.~~ [Ord. 16-38(S)(A) § 15, 2016; Ord. 88-1, 1988].

20.24.050 Removal of quarantined animals prohibited.

No person may remove from the animal shelter or any veterinary hospital, or from any other place, any animal which has been quarantined without the consent of the Chief of Police or Animal Control Officer. ~~A violation of this section shall be punishable by a fine of not less than \$300.00 nor more than \$500.00, and the unsuspended portion of the fine shall not be less than \$100.00.~~ [Ord. 16-38(S)(A) § 15, 2016; Ord. 88-1, 1988].

20.24.060 Furnishing false information.

631 No person may knowingly provide false information on any license application, adoption or
632 disposal agreement, boarding agreement, citation, or any other official document being
633 executed pursuant to this title. [Ord. 16-38(S)(A) § 15, 2016; Ord. 88-1, 1988].
634

635 Section 7. Homer City Code Chapter 20.08 Kennels is hereby amended as follows:
636

637 Chapter 20.28
638 KENNELS

639 Sections:

640 20.28.010 Kennels – Generally.

641 20.28.020 Kennel license – Required.

642 20.28.030 Kennel license fee.
643

644 20.28.010 Kennels – Generally.
645

646 a. No kennel shall be maintained or operated in such a manner as to constitute a nuisance to
647 persons owning or occupying land in the vicinity of the land on which the kennel facility is
648 operated or maintained.
649

650 b. Any complaint that a kennel is in violation of this chapter shall be referred to the Animal
651 Control Officer. The Animal Control Officer may inspect the facilities to determine whether
652 such kennel constitutes a health hazard, nuisance or otherwise violates this chapter. Such
653 inspection shall be completed within seven days of the complaint.
654

655 c. If the Animal Control Officer determines that the kennel complained of is a health hazard,
656 violates this chapter, or is a public nuisance, or that dogs may not be safely kept therein, the
657 owner shall be notified and shall be granted a reasonable length of time within which to
658 remedy any deficiencies found and to comply with requirements of this chapter.
659

660 d. If, upon a second inspection after the expiration of the time granted in the notice, the kennel
661 is still in violation, the Animal Control Officer may then revoke any license previously issued for
662 such kennel. [Ord. 16-38(S)(A) § 16, 2016; Ord. 88-1, 1988].
663

664 20.28.020 Kennel license – Required.
665

666 a. No person may own or operate a kennel without first obtaining a kennel license. Application
667 for a kennel license shall be made to the Animal Control Officer.
668

669 b. Before a kennel license is issued, the Animal Control Officer shall inspect the kennel to
670 confirm that the kennel:
671

- 672 1. Has adequate shelter for the dogs from the elements;
- 673 2. Has adequate provisions for keeping the dogs on the owner's premises; and

[Bold and underlined added, Deleted language stricken through]

674 3. Has adequate provisions for keeping the premises in a sanitary condition.

675
676 Upon finding that the kennel is in compliance with this chapter, the Animal Control Officer shall
677 issue the license. [Ord. 16-38(S)(A) § 16, 2016; Ord. 88-1, 1988].

678
679 20.28.030 Kennel license fee.

680
681 A kennel license shall be issued for a period of two years ~~that begins on January 1st of an even-~~
682 ~~numbered year and ends on December 31st of the following odd numbered year. The full~~
683 ~~license fee shall be payable for a kennel license that is issued at any time from January 1st of~~
684 ~~an even numbered year through June 30th of the following odd numbered year, and the fee~~
685 ~~for a kennel license that is issued in an odd numbered year on or after July 1st shall be one-~~
686 ~~half of the full license fee. The kennel license fee shall be in lieu of a dog license fee for each~~
687 ~~individual dog that is kept at the kennel; however, each dog that is kept at the kennel shall be~~
688 ~~subject to all other requirements for the issuance of a dog license. Each animal kept at the~~
689 ~~kennel shall be considered licensed under the kennel license so long as it remains at the~~
690 ~~kennel. The owner of a dog that will remain in the City must obtain a dog license for the dog~~
691 ~~when it ceases to be kept at the kennel. **for the amount listed in the City of Homer Fee**~~
692 **Schedule** [Ord. 16-38(S)(A) § 16, 2016; Ord. 88-1, 1988].

693
694 Section 8. Homer City Code Chapter 20.30 Records is hereby amended as follows:

695
696 Chapter 20.30
697 RECORDS

698 Sections:
699 20.30.010 Records.

700
701 20.30.010 Records.

702 a. The Animal Control Officer shall maintain complete and detailed records of the following as
703 required by City contract:

- 704
705 ~~1. The issuance and revocation of licenses under this title;~~
706 ~~**2**1. All animals brought into the custody of the animal shelter by impoundment or~~
707 ~~otherwise;~~
708 ~~**3**2. The disposition of all animals in the custody of the animal shelter;~~
709 ~~**4**3. Rabies immunizations vouchers issued;~~
710 ~~**5**4. Reports required by or made pursuant to this title;~~
711 ~~**6**5. Investigations of violations of this title;~~
712 ~~**7**6. Monies received for fees and charges imposed by this title; and~~
713 ~~**8**7. Notices of violation, including the disposition thereof.~~

714

715 b. The Animal Control Officer shall not disclose the identity of a person who surrenders an
716 animal to the animal shelter or claims or adopts an animal from the animal shelter unless the
717 Animal Control Officer determines that protection of the public health, safety or welfare
718 requires such disclosure.

719
720 c. At the request of the Animal Control Officer, an animal owner shall authorize the owner's
721 veterinarian to release animal medical records related to a specific animal control
722 investigation. [Ord. 16-38(S)(A) § 17, 2016].

723
724 Section 9. Homer City Code Chapter 20.32 Fees and Penalties is hereby amended as
725 follows:

726
727 Chapter 20.32
728 FEES AND PENALTIES

729 Sections:

730 20.32.010 Animal control fee schedule.

731 20.32.020 Fine schedule.

732 20.32.030 Civil penalties.

733

734 20.32.010 Animal control fee schedule.

735

736 a. ~~The City licensing and s~~ **Animal Shelter** fees shall be set by City Council resolution, shall be
737 included in the City of Homer's fee schedule and may be amended by City Council resolution.

738

739 b. All impounded animals must be ~~properly licensed~~ **microchipped** and have current rabies
740 vaccinations prior to being released. Owners of impounded animals will be charged a daily
741 boarding fee for every full day that the animal stays in the shelter. Vaccination ~~and license~~ fees
742 shall be the owner's responsibility.

743

744 c. Animals being adopted shall be ~~properly licensed~~ **microchipped** and vaccinated.

745

746 d. The ~~City~~ **Animal Shelter** shall charge for any additional expense incurred ~~by the City~~ in the
747 actual impoundment, transportation, medical care, housing or feeding of any animal; which
748 expenses shall be paid in full prior to the animal's release.

749

750 e. Disposition of Fees. All ~~license and~~ shelter fees collected pursuant to this chapter shall be
751 paid ~~into the general fund of the City~~ **to the Animal Shelter contractor**. [Ord. 16-38(S)(A) § 18,
752 2016; Ord. 01-54, 2001; Ord. 88-1, 1988].

753

754 20.32.020 Fine schedule.

755

756 Citations for offenses listed in this section may be disposed of as provided in AS 12.25.195
757 through 12.25.230, without a court appearance, upon payment of the fine amounts listed

758 below plus the State surcharge required by AS 12.55.039 and 29.25.074. Fines must be paid to
 759 the court. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all
 760 offenses listed below. Citations charging these offenses must meet the requirements of Minor
 761 Offense Rule 3. If a person charged with one of these offenses appears in court and is found
 762 guilty, the penalty imposed for the offense may not exceed the scheduled fine amount plus any
 763 surcharge required to be imposed by AS 12.55.039 and 29.25.074. If an offense in this title is not
 764 listed in the fine schedule, the defendant must appear in court to answer the charges.
 765

Code Section	Code Section Title	Fine per Day
HCC 20.08.010(a)	Animal at large	No prior conviction \$50; One prior conviction \$100; Two prior convictions \$200 <u>Not less than \$300 nor more than \$500, and unsuspended portion of fine shall not be less than \$100</u>
HCC 20.08.010(b)	Unauthorized release of animal from restraint	No prior conviction \$50; One prior conviction \$100; Two prior convictions \$200 <u>Not less than \$300 nor more than \$500, and unsuspended portion of fine shall not be less than \$100</u>
<u>HCC 20.08.010(g)</u>	<u>Large Animal at Large</u>	<u>\$1000</u>
HCC 20.08.030	Animals off-leash on harbor floats	\$25 <u>\$50</u>
<u>HCC 20.08.050</u>	<u>Failure to remove animal waste on harbor floats</u>	<u>\$50</u>
HCC 20.08.040(a)	Nuisance animals	No prior conviction \$50; One prior conviction \$100; Two prior convictions \$200 <u>Three or more prior convictions shall be punishable by a fine of not less than \$300 nor more than \$500, and the unsuspended portion of the fine shall not be less than \$100.</u>

[**Bold and underlined added**, Deleted language stricken through]

Code Section	Code Section Title	Fine per Day
<u>HCC 20.08.050</u>	<u>Cruelty or injury to animals</u>	<u>Punishable by a fine of not less than \$300 nor more than \$500, and the unsuspended portion of the fine shall not be less than \$300.</u>
<u>HCC 20.20.010</u>	<u>Permitting animals to bite prohibited</u>	<u>Punishable by a fine of not less than \$300 and not more than \$500, and the unsuspended portion of the fine shall not be less than \$100.</u>
<u>HCC 20.20.020</u>	<u>Destruction prohibited pending quarantine</u>	<u>Punishable by a fine of not less than \$300 and not more than \$500, and the unsuspended portion of the fine shall not be less than \$100.</u>
<u>HCC 20.20.030</u>	<u>Vicious animal</u>	<u>Punishable by a fine of not less than \$300 nor more than \$500, and the unsuspended portion of the fine shall not be less than \$100.</u>
<u>HCC 20.24.020</u>	<u>Interference with enforcement officer prohibited</u>	<u>Punishable by a fine of not less than \$300 nor more than \$500, and the unsuspended portion of the fine shall not be less than \$100.</u>
<u>HC 20.24.030</u>	<u>Unauthorized removal of animals</u>	<u>Punishable by a fine of not less than \$300 nor more than \$500, and the unsuspended portion of the fine shall not be less than \$100.</u>
<u>HC 20.24.050</u>	<u>Removal of quarantined animals prohibited</u>	<u>Punishable by a fine of not less than \$300 nor more than \$500, and the unsuspended portion of the fine shall not be less than \$100.</u>
HCC 20.08.070	Female animals in heat	\$100
HCC 20.08.080	Abandonment of animals	\$100
HCC 20.08.090	Maintenance and sanitation	\$100

[**Bold and underlined added**, Deleted language stricken through]

Code Section	Code Section Title	Fine per Day
HCC 20.12.010	License required— issuance	\$50
HCC 20.12.020	License tag to be worn and displayed	\$50
HCC 20.24.060	Furnishing false information	\$200
HCC 20.28.020	Kennel license – Required	\$100

766
 767 [Ord. 18-11 § 21, 2018; Ord. 16-38(S)(A) § 19, 2016].

768
 769 20.32.030 Civil penalties.

770
 771 In addition to or as an alternative to the criminal penalty mentioned in HCC 20.32.020, any
 772 person violating any provision of this title shall be subject to a civil penalty of not more than
 773 \$500.00. Each and every day that such violation continues shall be deemed a separate and
 774 distinct violation. In addition, a civil injunction or temporary restraining order may be obtained
 775 in order to obtain immediate compliance with the provisions of this chapter. The City may seek
 776 an award of reasonable attorney fees and costs from the court in prosecuting such an action.
 777 [Ord. 88-1, 1988].



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Memorandum 16-026

TO: MAYOR WYTHE AND THE HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK

THROUGH: KATIE KOESTER, CITY MANAGER

DATE: FEBRUARY 1, 2016

SUBJECT: FINAL REPORT AND RECOMMENDATIONS FROM THE SUSTAINABLE ANIMAL CONTROL REVIEW COMMITTEE

The **Sustainable Animal Control Review Committee (SACRC)** met at least once monthly from October 2015 through January 2016. There was considerable public interest in this committee and members of the public attended the meeting on a regular basis. The purpose of the committee was to look at ways to operate the shelter more economically.

The SACRC recommended **fee changes** for the animal shelter to the Homer City Council, which were included and passed in the December 2015 budget process. The fees for the shelter had not been examined in many years and the committee felt these new fees will make the shelter more sustainable.

City liability was another issue the committee examined. The contract the City of Homer has with the contractor needs modification the next time an RFP is issued. The attorney recommends eliminating a specific paragraph in the contract (Page 16 Section V. Item C.) because the city cannot mandate contractor performance. It would be wise to review the content of the whole contract before issuing the RFP next December. Patrick Lawrence contacted AMLJIA and they suggested increasing the value of the insurance policy the contractor holds. The contractor has taken steps to increase the coverage in the new year.

The SACRC understands the city is in the process of changing the city **website**. While this activity is going on, the SACRC recommends that the city include links to the Animal Shelter contractor and Homer Animal Friends. Also the committee felt there would be more compliance with license purchase if an option to purchase the license were available online and all fees were clearly posted online.

Maintenance of the shelter was discussed. The city maintains the shelter and the contractor operates the shelter. Proper maintenance will sustain the building. The contractor and the Public Works department have discussed improved maintenance visits and communication. The HVAC system

maintenance was discussed in detail. The committee recommends cleaning the HVAC system once a year and perhaps twice a year.

Another way the committee felt the shelter could operate more economically was to have local **veterinarians** become involved. As a result of the SACRC process, the Homer Veterinary Clinic will be providing on-site support monthly to help the shelter contractor and volunteers meet the ASV (Association of Shelter Veterinarians) Standards of Care in Animal Shelters using ASPCA (American Society for the Prevention of Cruelty to Animals) checklists. This work will be provided pro-bono by staff veterinarians and licensed veterinary technicians.

Safety issues were considered. Limiting the city's liability was a topic of discussion. The committee looked at OSHA compliance and recommended an OSHA consultation in the future. The SACRC felt this voluntary visit by OSHA should be postponed for a few months, until the contractor feels they would benefit the most.

There are numerous **grants** available to nonprofit animal shelters that would provide considerable assistance to the operation of the shelter. The committee contemplated how the City of Homer could qualify for these grants, given the shelter is run by a contractor and the city does not operate the shelter. At this time, SACRC did not determine a way to qualify the shelter for these grants but the committee would encourage the new city grant writer to further examine possibilities for grants.

The committee examined other ways to **save funds** such as shelter specific software for financial tracking and records management. Improved tracking of income from the shelter will allow improved oversight of costs in running the shelter.

The SACRC felt that **education of the public** would also improve shelter operation. The committee understands the city intends to add informational brochures with bills in the future. To that end, a community volunteer from Homer Animal Friends has developed an informational brochure about the shelter and its fees to be included in the bills in the future.

Volunteers assist in smooth operation of the shelter. This topic was addressed in a myriad of ways. Most importantly, a Volunteer Release Form, per attorney advice, was developed to decrease city liability. The contractor reviewed their volunteer manual for both dog and cat care.

The committee looked at **Chapter 20** in the city code, which has not been updated since 1988. Time did not allow the committee to thoroughly review this chapter but there were several places in the code that members felt needed refining. For instance, there was nothing addressing safety of animals in open vehicles. The committee strongly encourages the City Council to update Chapter 20. City staff who participated on the committee is willing to assist with this and would solicit input from the contractor to provide recommended updates to the code in the future with Council's direction.

The SACRC did feel that the **most efficient operation** of the shelter would come from a city employee operating the shelter instead of a contractor.

Every member of the SACRC committee felt that it would be worthwhile for the city to continue an **Animal Shelter Review committee**. This comm

operation of the shelter and be a go between for the city and the contractor. The SACRC understands the council does not want to create new committees as a cost saving measure. The contractor has determined they will initiate a committee of their choosing to meet quarterly or as needed for shelter support.

As happens with committees, the scope of work seems to grow as members begin their work. There are numerous items that came up that could not be accomplished but we feel the process allowed us to work together raising awareness, soliciting input and establishing goals. Thank you so much for establishing this committee.



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Memorandum

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: August 23, 2023
SUBJECT: City Manager's Report for August 28, 2023 Council Meeting

Safety Exercise with USCG

City public safety officials met with the Coast Guard and the State Troopers to discuss the make-up of a joint response to a mass maritime shooting event or a similar event involving an active shooter in our port area. We spoke about our respective agencies' capabilities and training. The Coast Guard highlighted the differences in responding to these events on a vessel versus in a building. The following day, our Police officers joined the Coast Guard for a walk through on the Tustumena. We appreciate the opportunity to get a thorough tour of the vessel and walk through various responses to different situations with the Coast Guard.

Code Enforcement Progress

I have been working with staff to build better processes for code enforcement within the City. In reviewing Homer City Code Chapter 5.16 for public nuisance abatement, we found that certain powers to enforce nuisance regulations can be delegated to positions within the City outside of the Police Department if the City Manager grants them in writing. To meet that standard, I have written a memo which grants the City Planner, Volunteer Fire Chief, City Engineer, and Public Works Director the authority to enforce elements of HCC Chapter 5.16.

Park Plans – Public Engagement Opportunities

Corvus Design will be in Homer on September 12th and 13th to host a variety of public meetings to gather input for the Bayview Park Plan and the Karen Hornaday Park Plan. Once times and locations are determined the information will be advertised publicly.

Hornaday Park Playground Improvements

Funded through a mix of donations from the Homer Foundation and the FY24/25 Capital Budget, the Hornaday Park Playground is getting some needed updates and repairs. The large slide and tire swing have been replaced. We are anxiously awaiting delivery of two new diggers, one of which is an accessible design, to be installed in the lower sandpit between the slide and the rope climber.

City Phone System Upgrade Complete

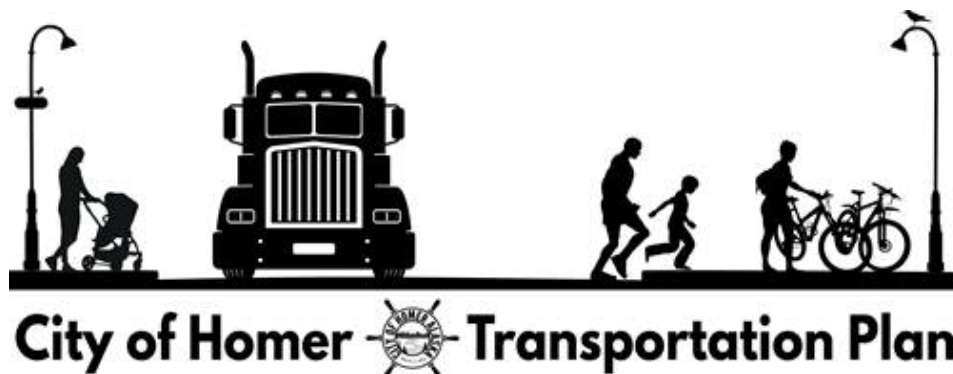
On Tuesday, August 22, 2023, IT staff completed upgrades to the City's phone system which was funded by emergency ordinance 23-38 and extended by 23-47. Upgrades entailed replacing 68 of the oldest desktop phones in use by city staff (most of those replaced were about 20 years old), as well as replacing five separate departmental call manager servers with one new Avaya call manager. These older servers were each a single

point of failure and in some cases were running on computer hardware that is over 20 years old. The new call manager resides on server infrastructure at City Hall that has redundancy built in to provide more robust levels of reliability and availability. The move to put the entire City staff on Avaya phones also means that internal calls can be made with the four-digit dialing plan across all City locations.

Transportation Plan Update

The public review draft of the Transportation Plan is out! Copies of the plan and comment forms are available at City Hall and the library, or via the City website. There will be a public presentation and open house on Tuesday, September 26th at the college, 6-8 pm. Comments on this draft will be accepted until October 10th. Thereafter, a draft with revisions based on public comment will be presented to the Planning Commission in late 2023, followed by the City Council in 2024. Council will be provided with a full project update in September.

<https://www.cityofhomer-ak.gov/publicworks/inviting-public-comment-transportation-plan-draft>



Dog Poop

I'm receiving reports from the field that an unprecedented amount of dog poop is accumulating in our parks, ball fields, and beaches. We provide numerous dog poop bag dispensers throughout the City and Parks maintenance staff cleans up what they can, but poop scooping is a personal responsibility and not a municipal service. We're considering ways to better educate the public and enforce existing regulations to reduce this public health hazard. In certain situations, up to a \$300 fine is possible under existing code, but we'd much rather folks just clean up after their dogs!

Short Term Rental Tracking

Earlier this year, the City entered into a one year agreement with GovOS to test their short term rental tracking service. Once we got past the set up and initial data collection, the program proved to not be a good fit for the City in the long run and I have terminated the agreement. The City will be refunded for the remainder of the contract. We were able to develop a better idea of the volume of short term rentals within the City. For instance, 206 units (more than double what the Borough has on file as paying sales tax) at an average rent of \$334 were tracked in June with an 80% occupancy which equates to approximately \$1,653,300 in taxable sales. Unfortunately, the connections to actual addresses for enforcement purposes were not meeting our needs. I think it is the unique challenge of rural Alaska that made this so difficult and I don't expect another vendor will perform much better. Councilmembers Aderhold and Davis have been working on this topic with me and I am looking forward to working with them to develop the next phase of action.

Summer Maintenance for Winter Trails

City staff have been working alongside our loyal crew of volunteers from Homer Drawdown to make continued improvements on our trails in town. Resurfacing of Karen Hornaday Nature Trails and Calhoun Trail have been ongoing, with some work still to be done this season. The primary goal this summer has been improving existing trails so that they are more accessible and easier to maintain in the winter time. This has also included several vegetation removal work parties as we reclaim our trails from the encroaching greenery.



Volunteer Mike Haines raking gravel while Parks Coordinator Chad Felice operates the Toolcat and Parks Technician Matt Hornaday runs the compactor on the upper section of Calhoun Trail.

Attachments:

- August Employee Anniversaries
- Memorandum dated August 17, 2023 from City Manager Granting Enforcement Powers under HCC Chapter 5.16
- Memorandum dated August 23, 2023 from Special Projects and Communications Coordinator Re: Homer Harbor Expansion Monthly Written Update
- Council Work Session Schedule



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Memorandum

TO: MAYOR CASTNER AND CITY COUNCIL
FROM: Andrea Browning
DATE: August 28, 2023
SUBJECT: August Employee Anniversaries

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.

Joe Inglis	Public Works	11	Years
Kellen Stock	Police	3	Years
Rob Dumouchel	Admin	2	Years
Winnifred Wade	Police	1	Year



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Memorandum

TO: Mayor Castner and Homer City Council

FROM: Rob Dumouchel, City Manager

DATE: August 17, 2023

SUBJECT: Granting of "Department" Powers to City Planner, Fire Chief, City Engineer, and Public Works Director under HCC Chapter 5.16

City staff are attempting to refocus our efforts as they apply to issues related to code enforcement in our neighborhoods. There are existing codes which are seldom used. In using Homer City Code (HCC) Chapter 5.16 PUBLIC NUISANCE ABATEMENT as a tool, we believe that we can make an impact on the growing instances of code violations within residential neighborhoods.

HCC Chapter 5.16 includes a definition for the term "Department" in which "Department" means the Police Department or another department or division of the City designated in writing by the City Manager to have the authority, in whole or in part, to enforce the chapter. The intent of this memo is to grant the City Planner, Volunteer Fire Chief, City Engineer, and Public Works Director the authority to enforce elements of HCC Chapter 5.16.

While some nuisances are criminal in nature and require the use of police officers to manage and mitigate, others have a public health and safety aspect which can be more effectively and appropriately handled by either the Planning Division or the Volunteer Fire Department. If either official requires backup for safety purposes, that will be provided by the Homer Police Department.

Staff Recommendation: Receive informational report



MEMORANDUM

Homer Harbor Expansion Study Monthly Written Update

Item Type: Informational Memorandum
Prepared For: Mayor and City Council
Date: August 23, 2023
From: Jenny Carroll, Special Projects and Communications Coordinator
Through: Rob Dumouchel, City Manager and Bryan Hawkins, Port Director

Purpose: This memorandum provides the fifth Homer Harbor Expansion Study monthly written update to Homer City Council per Resolution 23-037.

Study Activities Update: The U.S. Army Corps of Engineers (USACE) Project Development Team has completed the Scoping Phase and successfully completed the Alternatives Milestone.

The second phase of the study is underway. USACE activities include:

- Environmental coordination with agencies; sending Tribal engagement letters and regular engagement with the Environmental Stakeholder Working Group. Next meeting is scheduled for August 23rd.
- Economic benefits analysis; developing and submitting a survey for the harbor fleet USACE approval; identifying current fleet and future with and future without scenarios.

HDR – Owner Representative Activities

- Coastal Numerical Modeling (waves, tides/storm surge, sediment transport) of existing conditions.
- Maintaining and updating project website
- Assisting USACE with future with and future without scenario designs
- Coordinating second Community meeting scheduled for Saturday, September 23, 2023 at 10 am. The event will be held at the Kenai Peninsula College Campus at 533 E Pioneer Avenue in Room P201. It will include an update from HDR and the USACE on the study and design alternatives that are moving forward, as well as the opportunity to work in small focus groups to offer input and ideas on reaching HHE Charter objectives. More information about this opportunity will be forthcoming.

USACE Project Management Plan: The USACE is still working to finalize the Project Management Plan (PMP), which defines study costs and timeline for deliverables.

- At a recent Project Development Team (PDT) meeting, the USACE informed the City that the Federal funds allocated to the study in FY23 will carry USACE activities through December 2023.
- Presently, the USACE has not secured Federal funding to continue study activities, and they are evaluating a potential pause January 2024 through June 2024, which will change the milestone dates. The USACE anticipates resuming the study in July 2024 by receiving additional Federal funding through a balance of unused funds in the USACE FY24 workplan, though this funding is not confirmed.
- While all USACE general investigation studies (GI's) are incrementally funded, it is unprecedented for a study to pause for lack of continuation funding. However, the Homer Harbor Expansion study falls into a unique cohort of new start general investigations that were funded through congressionally designated spending appropriations. The procedure for securing continuation funding for these studies in the FY24 Federal budget (either through a second federal appropriation or through inclusion in the USACE workplan) was unclear and no funding was included. It is our understanding that all new start GI's funded through FY23 Federal appropriations are in the same position.
- The USACE Colonel Palazzini will be sending a letter to officially update the City.
- City staff is working diligently to assess funding and other opportunities to keep the study on schedule and/or minimize the impacts of a delay.

The PMP also cannot be approved by the vertical team until final study cost has been calculated and agreed upon. Geotechnical activities (sampling) are a significant component expected to increase the study cost above the budgeted \$3M. The City and HDR are working with the USACE geotechnical team to bring those costs down while gathering sufficient data to support basin design assumptions which is important to mitigating risk associated with anticipated construction costs.

Communications

City staff are actively coordinating with the HDR communications team to provide outreach and public information about the study with a current focus on social media posts sharing goals of the study established in the City Council adopted Charter and have just begun promoting the September public scoping meeting.

Study information and updates are consistently being shared in the City's monthly newsletter, through social media (FB and Instagram), and on the Homer Harbor Expansion website.

RECOMMENDATION:

Informational Only.

WORK SESSION

AGENDA CALENDAR 2023

Council Meeting Dates	4:00 p.m. Worksession Topic
Monday, May 8	
Tuesday, May 22	<i>Coast Guard ws 2 5 COW @ 4</i>
Monday, June 12	<i>2023 City of Homer Salary and Benefits Survey</i>
Monday, June 26	<i>FY24/25 Capital Budget</i>
Monday, July 24	<i>HDR-Homer Harbor Expansion Alternatives Screening and Next Steps</i>
Monday, August 14	<i>HERC & Hazardous Materials Update – Economic Development Manager & Recreation Manager</i>
Monday, August 28	<i>2024-2029 Capital Improvement Plan & FY25 Legislative Priorities - Special Projects & Communications Coordinator</i>
Monday, September 11	<i>HERC – Economic Development Manager & Recreation Manager</i>
Monday, September 25	<i>Ord 23-49 Amend Title 2 & Re-Organization</i>
Monday, October 9	
Monday, October 23	
Monday, November 27	<i>Recreation</i>
Monday, December 11	
Monday, December 18 If needed	