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

City of Homer
Agenda

Port & Harbor Advisory Commission Regular Meeting
Wednesday, August 26, 2020 at 6:00 PM
City Hall Cowles Council Chambers via Zoom
Webinar ID: 954 2610 1220 Password: 556404
Dial: 346-248-7799 or 669-900-6833; (Toll Free) 888-788-0099 or 877-853-5247

CALL TO ORDER, 6:00 P.M.

AGENDA APPROVAL

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA (3 minute time limit)

RECONSIDERATION

APPROVAL OF MINUTES

A. July 22, 2020 Regular Meeting Minutes **Page 3**

VISITORS / PRESENTATIONS

STAFF & COUNCIL REPORT / COMMITTEE REPORTS

A. Port & Harbor Staff Report for August 2020 **Page 10**

B. Homer Marine Trades Association Report

PUBLIC HEARING

PENDING BUSINESS

NEW BUSINESS

A. Sport Shed Lease Transfer from AKSnowGrls to Homer Enterprises, LLC **Page 13**
   i. Homer Enterprises, LLC (Sport Shed) Lease Application **Page 14**
   ii. 2019 Land Appraisal – Sport Shed **Page 40**
   iii. HCC 18.08.100 Appraisal **Page 48**
   iv. DRAFT Homer Enterprises, LLC (Sport Shed) Lease Agreement **Page 50**

B. Proposed KBNERR Plan & MOU Review **Page 84**
   i. DRAFT MOU between KBNERR, UAA, & City of Homer **Page 86**
   ii. DRAFT KBNERR 2021-2026 Management Plan **Page 91**
   iii. City of Homer Resolution 96-106 **Page 157**

C. Proposed Change to Homer Harbor/EMS Inbound Patient Transfer Location **Page 159**

INFORMATIONAL MATERIALS

A. Port & Harbor Monthly Statistical Report for July 2020 **Page 162**

B. 2019 & 2020 Load & Launch Statistical Report **Page 163**

C. Water/Sewer Bills Report for July 2020 **Page 165**

D. Crane & Ice Report **Page 166**

E. Dock Activity Reports **Page 167**

F. PHC 2020 Meeting Calendar **Page 170**

G. Commissioner Attendance at 2020 City Council Meetings **Page 171**

COMMENTS OF THE AUDIENCE (3 minute time limit)

COMMENTS OF THE CITY STAFF

COMMENTS OF THE CITY COUNCILMEMBER (if present)

COMMENTS OF THE CHAIR

COMMENTS OF THE COMMISSION

ADJOURNMENT

Next Regular Meeting is **WEDNESDAY, SEPTEMBER 23, 2020 at 5:00 P.M.** All meetings scheduled to be held via Zoom Webinar in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 20-07, a Regular Meeting of the Port and Harbor Advisory Commission was called to order by Chair Steve Zimmerman at 6:09 p.m. on July 22, 2020 in the Cowles Council Chambers, City Hall located at 491 E Pioneer Avenue, Homer, Alaska via Zoom webinar.

PRESENT: COMMISSIONERS ZIMMERMAN, ULMER, STOCKBURGER, ZEISET, DONICH, CARROLL, ERICKSON

STAFF: PORT DIRECTOR/HARBORMASTER HAWKINS
DEPUTY CITY CLERK TUSSEY

There was a delay in starting the meeting due to technical difficulties.

AGENDA APPROVAL

Chair Zimmerman asked for a motion to approve the agenda.

ULMER/STOCKBURGER MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

APPROVAL OF MINUTES

A. June 24, 2020 Regular Meeting Minutes

Chair Zimmerman asked for a motion to approve the minutes.

STOCKBURGER/ULMER MOVED TO APPROVE THE MINUTES AS WRITTEN.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS/PRESENTATIONS

STAFF & COUNCIL REPORT/COMMITTEE REPORTS

A. Port & Harbor Staff Report for July 2020

Port Director Hawkins provided his staff report and responded to commissioner's questions on the following topics:

- Overview of notable port and harbor events that have occurred the past summer month, such as the Tustumena experiencing technical issues with their vehicle lift.
- Parking enforcement officer was hired on when it was realized how many more visitors were coming to Homer during COVID-19.
- Boat capsize incident from tide rip outside of China Poot Bay; discussion with USCG regarding needs for better messaging on using boats not meant for this area.
- Relocating where emergency vessels come in to deliver patients, rather than traveling through the entire harbor at full throttle to get to the Load and Launch Ramp. Possibly re-train emergency personnel to use a different harbor area; nice thing about the ramp is the larger staging area.
- This year has been really bad for vessels violating the boat wake restriction; request to find alternative ways to get people to comply with the "No Wake" requirement beyond just issuing tickets.

B. Homer Marine Trades Association Report

Commissioner Zeiset reported that an email went out to HMTA members to start meeting again, likely in September. He noted that Seattle Fish Expo seems to be moving forward, so the association needs to come up with a plan on how to proceed with attending the event.

PUBLIC HEARING

PENDING BUSINESS

NEW BUSINESS

A. City of Homer Draft 2021-26 Capital Improvement Plan (CIP)
   i. Q&A Info for City of Homer CIP
   ii. DRAFT City of Homer 2021-2026 CIP

Chair Zimmerman introduced the agenda item by reading the title. He opened the floor for discussion or for a motion to prioritize their #1 and #2 picks and recommend to City Council for inclusion in the legislative list.

ULMER/STOCKBURGER MOVED TO HAVE NEW LARGE VESSEL MOORING FACILITY, PHASE 2 AS #1 PRIORITY AND THE BARGE MOORING AND LARGE VESSEL HAUL OUT REPAIR FACILITY AS #2 PRIORITY, AND TO ASK CITY COUNCIL FOR INCLUSION IN THE LEGISLATIVE REQUEST SECTION.

Commissioner Zeiset inquired on the Ice Plant Upgrade being a high priority, and if they should be considering it as one of their #1 or 2 priorities. Port Director Hawkins spoke to the results of the Ice

Plant 2019 Coffman Engineering Study. Staff is still coming up with recommendations and equipment purchase requests based on the findings from that study, therefore suggested that it remain on the legislative list but not at the top.

In response to questions, City Staff clarified that out of all the harbor projects in the CIP, they are being asked to select their top two priorities for the legislative list, along with a recommendation to Council to approve that list/those selections. The commission could discuss the CIP and suggest changes or amendments to the draft, but that all they are being asked to prioritize is their two picks for legislative funding.

VOTE: YES: ERICKSON, DONICH, CARROLL, ZEISET, STOCKBURGER, ZIMMERMAN, ULMER

Motion carried.

Commissioner Zeiset commented on the Wood Grid Replacement project, noting that it brings revenue to the harbor, and requested feedback from Port Director Hawkins on CIP project prioritization. Mr. Hawkins explained that being in the CIP itself shows that the City is interested in funding the project, and that it's not necessary to weigh each one. If a grant opportunity comes along, the step of identifying the project has already been done by having it in the City's CIP. Deputy City Clerk Tussey was called upon to confirm that all the commission needed to do at this time was select their top picks, and provide Special Projects and Communications Coordinator Carroll suggested amendments. She noted that a motion was not required, but if the commission's voice came through unanimously in a motion rather than just general discussion it could have a greater impact.

STOCKBURGER/ULMER MOVED TO REMOVE THE SEAFARER'S MEMORIAL PARKING EXPANSION PROJECT FROM THE CIP.

Commissioner Stockburger provided his reason for the removal, given the issue of not being able to obtain a Conditional Use Permit to expand the parking area. Commissioner Zeiset asked if amending it would be a better choice rather than removing it all together. He voiced his support of keeping the parking lot and providing the space for the memorial. Mr. Hawkins explained that Port and Harbor and Public Works staff is planning to come back with a reduced scope of work to improve the existing parking area and make it more efficient. This revised project plan would require new designs and project cost estimates, which are not yet completed to present to the PHC for consideration. Deputy City Clerk Tussey noted that the CIP draft reflects those proposed amendments in red. The commission agreed with that plan.

ZEISET/DONICH MOVED TO AMEND MAIN MOTION TO SUPPORT THE ADDITION OF A REVISED SEAFARER'S MEMORIAL PROJECT TO THE CIP.

Commissioner Stockburger commented on the impression from staff that it felt like just removing the old one and coming back with something new, and suggested if giving it a new name like Fish and Chips parking would be less politicized. Mr. Hawkins reiterated the plan to come up with a new CIP project, and that it would be ok to kill this one.

VOTE (amendment): NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

Chair Zimmerman asked for a vote on the amended main motion.

VOTE (main motion): NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

CARROLL MOVED TO MAKE THE SLING LIFT A #3 PRIORITY.

Commissioner Carroll explained the importance of the sling lift and how it also should be listed as a priority. Chair Zimmerman noted that the project was already listed in the CIP as a Priority Level 2 and that the two projects they just selected were for legislative funding requests. Mr. Hawkins confirmed, stating that just having it on the CIP list means it's being advocated for, and that the top legislative picks are for legislative funding.

Mr. Carroll rescinded his motion.

Mr. Carroll inquired on the ice plant description and if it needed to be revised in light of the 2019 engineering study and its suggested upgrades/improvements. Mr. Hawkins concurred, explaining that the study coincides now with the CIP's project schedule

STOCKBURGER/DONICH MOVED TO UPDATE THE ICE PLANT UPGRADE SCHEDULE/DESCRIPTION TO SHOW COMPLETION OF THE COFFMAN ENGINEERING STUDY AND THE FACTS AND FIGURES THAT WOULD HELP PEOPLE UNDERSTAND WHAT'S NEEDED.

Discussion ensued on amending the description, touching on the value of the study, how some suggested improvements can be paid for out of the harbor's budget, and the importance of some projects to the longevity of the plant.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

Mr. Carroll spoke to the value of the Truck Loading Facility Upgrades at the Fish Dock.

B. Port Expansion Project & Lobbyist for the Legislative Season
   i. City Council-Approved RFP for Lobbyist Services
   ii. HDR Homer Harbor Expansion Owner's Representative

Chair Zimmerman introduced the agenda item and opened the floor for discussion.

Commissioner Carroll questioned if the lobbyist contract had to go through the Request for Proposals process. Port Director Hawkins explained that the RFP is to hire a new lobbyist since the City has not had one for three years, and that HDR is an engineering firm on contract with the City and would not need to go through the RFP process.

Commissioner Ulmer commented on if individuals could lobby for our projects at Juneau; that she would buy her own ticket to go down there and advocate for us. Mr. Hawkins spoke to the experience of lobbying at the capital and how the lobbyist is there every day, following the process, and is better able to grab funding opportunities that may arise suddenly. He noted that both hiring a lobbyist and visiting/advocating in person has their values.

STOCKBURGER/ULMER MOVED TO THANK CITY COUNCIL FOR THEIR SUPPORT APPROVING THE RFP FOR ACQUIRING LOBBYIST SERVICES TO HELP PROMOTE THE CITY'S OBJECTIVES IN THE STATE LEGISLATURE, AND RECOMMEND TO CITY COUNCIL THEY SUPPORT A FUTURE BUDGET AMENDMENT FOR ENGAGING A LOBBYIST TO REPRESENT THE PORT AND HARBOR AND CITY OF HOMER.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

Chair Zimmerman asked for a motion to support the HDR proposal.

STOCKBURGER/ULMER MOVED CITY COUNCIL THEY SUPPORT THE PROPOSAL FROM HDR PROVIDING OWNER REPRESENTATION SERVICES TO THE CITY OF HOMER FOR THE DURATION OF OUR GENERAL INVESTIGATION AS A GOOD INVESTMENT TO INSURE THE HIGHEST POSSIBLE OUTCOME FOR THE CITY REGARDING THE NEW LARGE VESSEL HARBOR PROJECT.

Commissioner Carroll commented on the two different HDR options in their proposal, and asked Mr. Hawkins on which one they would select. Mr. Hawkins commented that staff would likely take the management lead option, but much of that would get fleshed out when they got to that point. He noted that the City would be leaning heavily on HDR to keep the project moving forward with public relations since we'll be competing nationally for funds. You cannot put all your focus on looking ahead without bringing the community along with you, meaning Kenai Peninsula/State of Alaska as this is a regional project.

There was further discussion on the value of hiring HDR, the public comment process, and lessons learned from the failure of the Seafarer's Memorial Expansion project.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

INFORMATIONAL MATERIALS

A. Ice Plant Energy Audit Evaluation Report
B. Port & Harbor Monthly Statistical Report for June 2020
C. Water/Sewer Bills Report for June 2020
D. Crane & Ice YTD Report
E. Dock Activity YTD Reports
F. Parking Revenues for June 2020
G. Load & Launch Revenues for June 2020
H. PHC 2020 Meeting Calendar
I. Commissioner Attendance at 2020 City Council Meetings

Chair Zimmerman opened the floor for discussion on the informational items. There was brief discussion on an incident at the Wood Grid that resulted in significant damages.

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY STAFF

Deputy City Clerk Tussey reminded the commission to request their paper packets in advance as she is still working as a Public Information Officer part time.

Port Director Hawkins spoke to the following:

- Lease for Sports Shed is being turned back to the previous lessee, so a revised lease will be before the PHC at their September meeting.
- F/V North Pacific: they are working with Coast Guard to remove all contaminate material and working towards getting it hauled out and dismantled.
- Working with NOAA and AOOS to install a real time water level sensor; great advancement in public safety.
- Bond rate for past harbor improvement project, will be worthwhile to refinance the bond due to current rates.
- Theft of a boat motor and if it was caught on camera.

COMMENTS OF THE CITY COUNCILMEMBER

COMMENTS OF THE CHAIR

Chair Zimmerman thanked everyone for a good meeting.

COMMENTS OF THE COMMISSION

Commissioner Stockburger said they made it through a large packet in good time and thanked everyone.

Commissioner Zeiset noted it was a good meeting, commended Chair Zimmerman for running a Zoom meeting, and shared his comments on how busy the harbor has been.

Commissioner Donich commented on the Zoom meetings working out, but really looks forward to an in person meeting.

Commissioner Ulmer commented on tech issues, thanked everyone for good meeting, and commented on how busy the Spit looks.

Commissioner Erickson commented that it would be good to meet in person.

Commissioner Carroll commented on a good meeting. He is encouraged about reading the HDR proposal and it looks like a really good solution.

ADJOURNMENT

There being no further business to come before the Commission the meeting adjourned at 7:38 p.m. The next regular meeting is scheduled for Wednesday, August 26, 2020 at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska via Zoom webinar.

_____
RACHEL TUSSEY, DEPUTY CITY CLERK I

Approved:_____

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AUGUST 2020 PORT & HARBOR STAFF REPORT

1. Administration

Staff met with:

- HQ Gateway Offices Director (MARAD), Admiral Mark Buzby(teleconference) – Re: Marine transportation and marine industry, trends, impacts and developments
- Bruce Lambert (MARAD) (teleconference) – Re: MARAD's grant management policies/ procedures
- Richard Buzard, DNR – Re: Alaska Water Level Watch- Water Level Sensor for monitoring tides
- Rick Abboud, City Manager & Dept. head staff – Re: Tsunami warning event full incident debrief
- Coast Guard Marine Safety Detachment, Homer – Re: Follow up meeting for China Poot recent incident involving overturned vessel.
- EOC City staff and associated agencies (teleconference) – Re continued COVID-19 planning
- Crew of the USCG Naushon – Re: Planning discussion for the ships potable waterline and how it might be repaired.
- Mike McCune, Alaskan Fish Factory - Bi-annual grinder inspection for fish waste outfall line
- Jennifer McClay, Alaska Growth Capital caretaker for Auction Block property – Bi-annual grinder inspection for fish waste outfall line
- HVFD and Harbor Personnel – Re: discussion about possible inbound patient loading zone at ramp 7
- Alaska Association of Harbormasters and Port Administrators (teleconference) – Re: monthly meeting
- Homer Marine Trades Association (teleconference) – Re: monthly meeting

2. Operations

Despite COVID-19, the peak tourism and recreation months of July and August brought about unanticipated heavy use of the port & harbor facility. Small boat harbor occupancy averaged over 800 vessels moored on a daily basis. The load & launch ramp required frequent traffic congestion management over the weekends. Boardwalks, hotels, retail shops, restaurants, and camp grounds indicated heightened levels of out-of-state tourism. Several charter and tour operators have reported higher demand than originally anticipated after the onset of the pandemic. Harbor assistants and parking enforcement provided much needed support focusing on general grounds keeping and parking lot congestion.

The month of August saw the return of Homer's Bristol Bay commercial salmon fishing fleet and several tenders waiting to be redirected to seine fisheries. Harbor operations focused efforts in consolidating rafts of vessels in transient moorage locations for maximum efficient use of space. Harbor officers towed a total of 26 vessels and moved a total 43 vessels in consolidation efforts.

Port & harbor operations staff continue to practice workplace safety with respect to COVID-19. Individual health screening and COVID testing at the first indication of illness is strongly encouraged. Social distancing, the separation of work stations, and the use of face masks while inside the harbormaster's office are emphasized. Sanitization of work stations and common surfaces have been incorporated into daily work

routines. We are all focused on the preservation of health and safety to the entire staff and commitment to serve the public.

Landings at the Pioneer Dock and Deep Water Dock included the following vessels: Tustumena, Kennicott, Pacific Wolf & DBL55, Island Explorer & Sea Tac 300, USCG Spar, Titan and Bob Franco.

Operations and maintenance staff collaborated to accomplish the following maintenance projects on the harbor tug: Crankcase and transmission oil changes, bilge and void cleaning, rudder post lip seal replacements, rudder angle indicator calibration, push knee modifications, bottom painting, and zinc anode replacement.

Harbor assistants completed recycling and refurbishment of 45 well-used barricade style sandwich boards used for parking lot delineation.

The following notable events occurred over the month:

- On 7/15, harbor officers assisted USCG Sector Anchorage with location of 30' recreational vessel reported overdue.
- On 7/17, operations staff responded to and cleaned up the third diesel fuel spill in one week in the vicinity of ramp 1. After investigating with the local marine safety detachment, the operator of a 50' charter boat was found to be the responsible party.
- On 7/21, operations staff met with MSD Homer aboard the North Pacific in preparation of federalization of the derelict and abandoned vessel. Harbor officers removed three, 50 gallon drums of contaminated fuel and several oily waste bags of saturated absorbent material in preliminary effort. The vessel has been cordoned off with a "no rafting abreast" rule in effect.
- On 7/21, a graveyard shift officer evacuated after the tsunami warning towers broadcasted an evacuation notice. Operations and maintenance staff collaborated remotely with the port director at the city's EOC.
- On 7/23, operations staff re-set a branch circuit breaker in the main distribution panel after power was disrupted on E float.
- On 7/25, harbor officers responded to a diesel fuel spill on HH float. A 50' recreational vessel was found to be the responsible party.
- On 7/27, harbor officers removed a boat load of trash and debris that had accumulated on the float system over the summer.
- On 8/3, a swing shift harbor officer worked to resolve a mooring conflict involving a 20' recreational vessel occupying the Kachemak Voyager's stall.
- On 8/4, the tug Island Explorer and Barge Sea Tac 300 commenced in a 48 hour scrap iron load-out on the D/W/D.
- On 8/5, operations staff began work with the I.T. department on radio upgrades.
- On 8/7, harbor officers responded to an EMS call involving a 41 year old male suffering from heart attack-like symptoms at a local restaurant
- On 8/9, a harbor officer received a report of an intoxicated boat operator, notified HPD, and assisted in the location of the vessel.
- On 8/11, harbor officers responded an EMS call at the L&L ramp for an inbound emergency medical transport aboard a 30' charter vessel involving a patient displaying symptoms of heat exhaustion.

3. <u>Ice Plant</u>

As the Salmon season winds down, fishing activity is shifting back to Halibut and Sablefish. The big news this fall is the use of light weight, collapsible "slinky" pots for Black Cod. According to rumors, they work well and are suitable for use by boats in the 40' class. Although few boats are using them—yet—hopes are high.

During the last month Ice Plant personnel also:

- Passed our annual crane inspection
- Cleaned condenser screens and tank—twice
- Used recycled asphalt to repair holes in the dock pavement
- Participated in the evacuation of the Spit during a Tsunami warning
- Completed normal mid-season checking/tightening of all valve stem packings in the ammonia system
- Replaced worn out joystick on crane #5
- Started periodic rust control project on condenser ammonia pipes
- Chased an intermittent electrical "Gremlin" in the boat ice delivery auger control system

4. Port Maintenance

In addition to normal maintenance activities, Port maintenance has been involved in the following:

- Assisting with the installation of a tide monitoring station.
- Replacing deck Timbers on the steel grid.
- Replacing a section of bull rail on N float.
- Electrical pedestal troubleshooting and repair.
- Finished operational testing of all the fire carts.
- Disposed of about 10,000 gallons of used oil.
- Assisted operations and Homer Volunteer Fire Dept. with finalizing a location for inbound EMS patients.

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Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: AUGUST 14, 2020

SUBJECT: SPORT SHED LEASE TRANSFER FROM AKSNOWGRLS-KUMFER TO HOMER ENTERPRISES-ASHMENT

This lease was last transferred via Resolution 19-001 from Homer Enterprises to AKSnowGrls as part of a sale of the Sport Shed business. AKSnowGrls acquired the business using owner financing at the time of sale; this agreement was made through a promissory note signed between the two parties. On July 10, 2020 Ms. Kumfer/AKSnowGrls made a request to relinquish all leasehold interests so that the business could go back to Mr. Ashment of Homer Enterprises. In a letter dated July 13, 2020, Mr. Ashment's attorney further explained that "Unfortunately Ms. [Kumfer] was not able to profitably operate the business. Mr. Ashment has been forced to exercise his rights as a secured creditor to take back possession of the business." Both parties are requesting a lease transfer of the City land lease for the Sport Shed from AKSnowGrls/Kumfer back to Homer Enterprises/ Ashment.

Tabor Ashment as part of his lease application has also requested that the annual rent on the property be adjusted to the amount listed as fair market value in the property's last appraisal.

The property has erosional conditions and there was a decrease in appraised land value in the 2019 assessment. Mr. Ashment has provided receipts that, in total, amount to $75,498.15 from 2018 and 2019, all pertaining specifically to revetment and wall construction, gravel infill, and replacement of soils to protect against erosion of the property. The most recent land appraisal of the lot details this same beach erosion of the lot, with accompanying photos, as the main reasoning for the decrease in appraised value (see attached). Current annual rent is $16590.48. Adjusted to fair market appraised value, annual rent would be $4925.46. Should erosional conditions change toward positive improvement in the future, the lease is written to increase to the newly appraised fair market rent at every 5 year assessment period per Section 4.02(a) of the lease.

RECOMMENDATION

For discussion. After reviewing the documents provided, staff recommend that the commission make a motion recommending that City Council approve the lease transfer of AKSnowgirls back to Homer Enterprises.

Attached: Homer Enterprises, LLC (Sport Shed) Lease Application *(confidential financials provided separately)*
2019 Land Appraisal – Sport Shed
HCC 18.08.100 Appraisal
DRAFT Homer Enterprises, LLC (Sport Shed) Lease Agreement

CITY OF HOMER
LEASE APPLICATION CHECKLIST

Applicant Name: Tabor Ashment dba Homer Enterprises LLC.

Synopsis: An arrangement was made between the previous owner of the Sport Shed (Tabor Ashment of Homer Enterprises, LLC) and the current owner of the business (Jenifer Kumfer of AKSNOWGRL RENTALS, LLC) to acquire the business using owner financing at the time of sale. The City approved of Homer Enterprise's request to transfer/assign its lease to AKSNOWGRL RENTALS through Resolution 19-001, agreeing to a new 20 year lease with AKSNOWGRL RENTALS as part of the sale transfer. On July 10, 2020 Ms. Kumfer made a request to relinquish all leasehold interests so that the business can go back to Mr. Ashment. In a letter dated July 13, 2020, Mr. Ashment's attorney further explained that "Unfortunately, Ms. [Kumfer] was not able to profitably operate the business and Mr. Ashment has been forced to exercise his rights as a secured creditor to take back possession of the business." As a result, AKSnowGrl is selling the business back to Homer Enterprises, which requires a lease transfer with the City.

Action:

- ☐ Lease approval.
- ☑ **Lease approval with conditions. Explain.** *The appraiser has devalued the property leased by the tenant as a result of coastal erosion. The tenant requests a rate adjustment, which is recommended for approval by the City Manager per HCC 18.08.100: "In the event an appraisal reports a decrease in fair market rent, a lessee may petition or the City Manager may recommend to Council a reduction in the lease rate. Council may approve a reduction if it determines via resolution that such reduction corresponds with the appraised fair market rent and is in the City's best interest." Per Article 7. Care and Use of the Property under the lease, the tenant at its own cost and expense shall keep the property in a clean, safe, and orderly condition. Mr. Ashment incurred maintenance costs in 2018-2019 as a result of addressing coastal erosion on the property. The annual rental rate associated with this property may be readjusted in the future given the outcome of the next appraisal, currently due in 2024. Upon staff determination that coastal erosion has been minimized and the property has improved, another appraisal may be conducted sooner as a condition under the lease. The new annual market rent appraised for this property is $4,900, which is a loss in annual revenue totaling $11,690.48.*
- ☐ Lease denial. Explain.
- ☐ Lease application incomplete.

Rick Abboud 8/13/2020

Rick Abboud, Interim City Manager Date

A. A responsive lease application / proposal shall include:

1. A completed application form provided by the City

YES	NO	N/A	INCOMPLETE

NOTES: *Application received 8/6/20.*

2. Any applicable fees. $30. Application fee paid. $300 lease fee due.

YES	NO	N/A	INCOMPLETE

NOTES: $30 app fee paid. $300 lease fee due at time of lease signing.

3. A clear and precise narrative description of the proposed use of the property

YES	NO	N/A	INCOMPLETE

NOTES: *Please see Mr. Ashment's handwritten note attached to the lease application.*

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE

NOTES: *Property already bears the improvement. The applicant has hired a contractor to do dirt work to make the parking lot functional.*

5. A proposed site plan drawn to scale that shows at a minimum property lines, easements, existing structures and other improvements, utilities, and the proposed development including all structures and their elevations, parking facilities, utilities, and other proposed improvements.

YES	NO	N/A	INCOMPLETE

NOTES: *Property already bears the improvement. Lease attachments include a "graphical lease legal description," a floor plan, and photograph of the improvement.*

6. Any other information that is directly pertinent to the proposal scoring criteria contained herein

YES	NO	N/A	INCOMPLETE

NOTES: *Mr. Ashment is in good standing with the City based on prior lease history.*

7. All other **required attachments** requested on the application form including, but not limited to, the following documentation: applicant information, plot plan, development plan, insurance, proposed subleases, environmental information, agency approvals and permits, fees, financial information, partnership and corporation statement, certificate of good standing issued by an entity's state of domicile, and references**.**

- ☒ Applicant information – Received 8/6/20.
- ☒ Plot Plan- *See Numbers 4 and 5 above.*
- ☒ Development Plan - *See Numbers 4 and 5 above.*
- ☒ Insurance- *Insurance provided in lease application and remains in effect until 7/14/21.*
- ☐ Proposed Subleases *N/A*
- ☐ Environmental Information *N/A*
- ☐ Agency approvals and permits *N/A*

☐ Agency approvals and permits *N/A*

☒ Financial Information- *Based on financials and prior payment history, applicant meets this requirement.*

☐ Partnership information and a copy of the partnership agreement OR *N/A*

☐ Corporation information and a copy of the Articles of Incorporation and Bylaws *N/A*

☒ Certificate of good standing issued by the entity's state if domicile- Business license provided in application. Using SOA Database, staff determined applicant is listed as having "good standing" status as of 8/12/20.

Entity Type	Entity #	Entity Name	Name Type	Status
Limited Liability Company	57793D	HOMER ENTERPRISES, LLC	Legal Name	Good Standing

☒ Appropriate References

(YES)	NO	N/A	INCOMPLETE

NOTES: *References include financial institution, real estate business, insurance company, and construction business.*

8. Any other information required by the solicitation or request for proposals.

YES	NO	(N/A)	INCOMPLETE

NOTES: *No RFP issued as this is a lease transfer.*

Lease Application/Assignment Form

Directions:
1. Please submit this application form to the City Manager's Office, 491 Pioneer Avenue, Homer, AK, 99603.
2. Please answer all questions on this form, or put "N/A" in the space if it is non-applicable.
3. Please include all applicable fees in the form of a check, made payable to the City of Homer.

Applicant Name: Business Name: Social Security Number:	Tabor Ashment Homer Enterprises LLC 567-86-0296
Email Address:	seefish075@gmail.com
Mailing Address	41240 Crested Crane St.
City, State, ZIP code:	Homer Alaska 99603
Business Telephone No.	907-299-1162
Representative's Name:	Tabor Ashment
Mailing Address:	3815 Homer Spit Rd.
City, State, ZIP code:	Homer, Alaska 99603
Business Telephone No.	907-299-1162
Property Location:	3815 Homer Spit Rd, Homer, Alaska
Legal Description:	see attachment (Homer Recording District) #1. Leased Premises showing LOT 5 Plat 89-34
Type of Business to be placed on property: See attachment	The Sport Shed is a bait and tackle store including marine hardware, food's & Gifts
Duration of Lease requested:	See Memorandum of Lease #2 Term of Lease terminates on ~~Nov 1 2039~~ Jan 31 2039 with 2 5year ext.
Options to re-new:	2-5year terms if terms of lease have been met

The following materials must be submitted when applying for a lease of City of Homer real property		
1.	**Plot Plan** An as built is supplied in packet.	A drawing of the proposed leased property showing: ☒ Size of lot - dimensions and total square footage (to scale) ☒ Placement and size of buildings, storage units, miscellaneous structures planned (to scale). ☒ Water and sewer lines – location of septic tanks, if needed. - City ☒ Parking spaces – numbered on the drawing with a total number indicated
2.	**Development Plan**	☒ List the time schedule from project initiation to project completion, including major project milestones. **Dates** / **Tasks** End of July 2025 — Repair deck " — Replace ontside water supply with PEX system End July — Contractor to spread fill on property Aug - extended — Paint building - repair For each building, indicate: **Building Use** / **Dimensions and square footage** Retail — appx 1750 sq ft Lodging — appx 1400 sq ft Storage — appx 1500 sq ft
3.	**Insurance** In Packet	☒ Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of $1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.
4.	**Subleases** None	☒ Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 10% of proceeds paid Lessee by subtenants.
5.	**Health Requirements** City Water and Sewer	☒ Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.

6.	**Agency Approval** The Sport Shed is an Ongoing business	☐ Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.
7.	**Fees**	<u>All applicable fees must be submitted prior to the public meeting preparation.</u> ☐ **Application fee - $30.00.** *Please make check payable to the City of Homer.* ☐ **Lease fee - $300.00.** *Please make check payable to the City of Homer.*
8.	**Financial Data**	<u>Please indicate lessee's type of business entity:</u> ☒ Sole or individual proprietorship. Homer Enterprises LLC ☐ Partnership. ☐ Corporation. ☒ Other – Please explain: I, Taber Ashment am the sole owner of Homer Enterprises LLC ☒ **Financial Statement** – *<u>Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u>* ☒ **Surety Information** – Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in you organization holding more than a 10% interest ☒ No ☐ Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance. ☒ **Bankruptcy information** - Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action? ☒ No ☐ Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt. ☒ **Pending Litigation** – Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation? ☒ No ☐ Yes. If yes, please attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.

9.	**Partnership Statement** I am sole owner of Homer Enterprises LLC. Copy of license in packet.	☐ If the applicant is a partnership, please provide the following: **Date of organization:** _____ **Type:** ☐ General Partnership ☐ Limited Partnership **Statement of Partnership Recorded?** ☐ Yes ☐ No Where _____ When _____ **Has partnership done business in Alaska?** ☐ Yes ☐ No Where _____ When _____ **Name, address, and partnership share. If partner is a corporation, please complete corporation statement.** ***Please attach a copy of your partnership agreement.***
10.	**Corporation Statement** N/A	☐ If the applicant is a corporation, please provide the following: **Date of Incorporation:** _____ **State of Incorporation:** _____ **Is the Corporation authorized to do business in Alaska?** ☐ No ☐ Yes. Is so, as of what Date? _____ **Corporation is held?** ☐ Publicly ☐ Privately If publicly held, how and where is the stock traded? _____ **Officers & Principal Stockholders [10%+]:** Name Title Address Share _____ _____ _____ _____ ☐ **Please furnish a copy of Articles of Incorporation and By-laws.** **Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments.** Name Title _____ _____ _____ _____

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

Name: Mike Dye
Firm: Northrim Bank - Soldotna Branch
Title: Manager
Address: 44384 Sterling Hwy, Suite 101, Soldotna, Ak
Telephone: 800-478-2265
Nature of business association with Applicant: Homer Enterprise Account.

Name: Tery Yager
Firm: Kachemak Group Real Estate
Title: Broker - Owner
Address: 320 West Pioneer Ave, Homer, Ak.
Telephone: 907-235-7733
Nature of business association with Applicant: Real Estate Agent

Name: Nathan Wise
Firm: Wise Service LLC
Title: Owner
Address: 1930 East End Rd #A Homer, Alaska
Telephone: 907-235-8835
Nature of business association with Applicant: Construction Work

Name: Clay Ellington - Stephanie Green
Firm: Homer Insurance
Title: Owners
Address: 509 Sterling Hwy, Homer, Alaska
Telephone: 907-299-0066, 907-235-3881
Nature of business association with Applicant: Insurance Agency

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

Signature: John R. [signature]

Date: 8/6/2020

The Purpose of Use "The Sport Shed"

The primary use is retail of products in the marine industry. The sale of bait, tackle, safty equipment, repair items. In addition is the sale of warm clothing, raingear and boots.

There is also lodging which has not been opened this year due to Covid 19 concerns.

Tabor Ashment

From: **Tabor Ashment** seefish075@gmail.com
Subject: Fwd: CERTIFICATE OF INSURANCE - HOMER ENTERPRISE LLC
Date: July 16, 2020 at 9:12 PM
To: Taborapple Ashmentt ashmentt@gmail.com

Sent from my iPhone

Begin forwarded message:

From: Jeannette Read <jread@homerinscenter.com>
Date: July 16, 2020 at 10:45:55 AM AKDT
To: "seefish075@gmail.com" <seefish075@gmail.com>
Subject: **CERTIFICATE OF INSURANCE - HOMER ENTERPRISE LLC**

Good Morning Tabor,

Please see attached Certificate - let us know if there are any problems downloading or opening the file.

This copy is for your files and verification that this Certificate has been sent.

Thank you!

Homer Insurance Center
509 Sterling Hwy, Suite #201
Homer, AK 99603
Office: (907) 235-3881 ::: Fax: (907) 235-3882

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HOMER INSURANCE CENTER, INC 509 STERLING HWY, STE 201 HOMER, ALASKA 99603	PHONE (A/C, No, Ext): 907-235-3881	FAX (A/C, No): 907-235-3882
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: GREAT DIVIDE	
INSURED	INSURER B:	
HOMER ENTERPRISE LLC. 41240 CRESTED CRANE HOMER, AK 99603	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		GC991412	7/14/2020	7/14/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000

X	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEASONAL TACKLE SHOP
CERTIFICATE HOLDER AS ADDITIONAL INSURED FOR COMPANY A

CERTIFICATE HOLDER

CITY OF HOMER
491 E PIONEER AVE
HOMER, AK 99603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeannette Read

Alaska Business License # **2109449**

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

Homer Enterprises LLC

3815 Homer Spit RD #A, Homer, AK 99603

owned by

HOMER ENTERPRISES, LLC

is licensed by the department to conduct business for the period

July 10, 2020 to December 31, 2020
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting; 42 - Trade; 53 - Real Estate, Rental and Leasing; 72 - Accommodation and Food Services; 81 - Services

25

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

DOLIFKA & ASSOCIATES P.C.
Dale Dolifka , Attorney at Law
Jeffrey Dolifka , Attorney at Law Noah Mery, Attorney at Law
44501 Sterling Highway, Suite 202
P. O. BOX 498, SOLDOTNA, ALASKA 99669
(907-262-2910) FAX (907-262-7588)

July 10, 2020

Homer Port & Harbor
4311 Freight Dock Road
Homer, Alaska 99603

Sent via email to: ehollis@ci.homer.ak.us

Re: AKSNOWGRL RENTALS, LLC Reversion of Lease

To Whom It May Concern:

This letter is intended to notify the City of Homer that AKSNOWGRL RENTALS, LLC wishes for its leasehold interest in the property located at 3815 Homer Spit Road #A to revert to HOMER ENTERPRISES, LLC, an Alaska Limited Liability Company, whose address is 4124 Crested Crane Street, Homer, Alaska 99603. Furthermore, AKSNOWGRL RENTALS, LLC seeks to relinquish any and all claims to the leasehold interest.

If you have any further questions, please contact my office or email me at ndolifkalaw@gmail.com. Thank You.

Sincerely,

Noah Mery, ABA #1602007
Attorney for: AKSNOWGRL RENTALS, LLC

Jenifer Kumfer
AKSNOWGRL RENTALS, LLC
Its: Managing Member

CC:
Blaine Gilman
Attorney for: Homer Enterprises, LLC/Tabor Ashment
Gilman & Pevehouse
130 S. Willow St., Ste. 3
Kenai, AK 99611
bdgilman@gilmanlawak.com

ATTORNEYS
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HILARY D. STUMP
ELIZABETH H. LEDUC

GILMAN & PEVEHOUSE
ATTORNEYS AT LAW
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KENAI, ALASKA 99611
(907) 283-2600
FACSIMILE (907) 283-2009

OF COUNSEL
CARL BAUMAN
CARY R. GRAVES
THERESA L. HILLHOUSE

OFFICE MANAGER
REBECCA F. GILMAN

July 13, 2020

VIA EMAIL: ehollis@ci.homer.ak.us

Bryan Hawkins
Homer Port & Harbor
4311 Freight Deck Road
Homer, Alaska 99603

Re: Lease With City of Homer for 3815 Homer Spit Rd #A

Dear Mr. Hawkins:

I represent Tabor Ashment and Homer Enterprises LLC (hereinafter "Mr. Ashment"). As you know, Mr. Ashment sold his business known as Sport Shed located at 3815 Homer Spit Rd. # 8 in 2019 to Aksnowgrl Rentals LLC and Jennifer Kumfer (hereinafter "Ms. Kumber"). Unfortunately, Ms. Kumber was not able to profitably operate the business and Mr. Ashment has been forced to exercise his rights as a secured creditor to take back possession of the business.

As a secured creditor, Mr. Ashment qualifies as a Qualified Mortgagee under paragraph 13.09 of the Ground Lease with the City of Homer. Mr. Ashment is requesting the City of Homer to grant its written consent for an assignment of the Ground Lease from Ms. Ashment to Mr. Ashment.

Enclosed is a copy of the following underlying sale contracts between Mr. Ashment and Ms. Kumfer: Assignment of Leasehold Interest, Promissory Note, and a Security Interest.

Thank you for your assistance. If you have any questions, please feel free to contact me.

Very truly yours,

Blaine D. Gilman

BDG:
Enclosures

cc: Tabor Ashment

July 18, 2020

Homer City Manager

I, Tabor R. Ashment have owned the Sport Shed (Homer Enterprises LLC.) for over 20 years. I financed Jenifer Kumfer (AKSNOWGRL Inc) to purchased the business and asked for transfer of the city lease in January 2019. I have only received one small payment since June 2019. Jenifer and Luke Kumfer kept asking for time to get the business going before making payments. During July 2019 business was greatly reduced due to severe forest fires and smoke closing the highway. In 2020 the COVID 19 virus caused Jenifer to not open the store. Also in the spring of 2020 her husband Luke Kumfer (Alaska State Trooper) was transpherred to Kenai State Troopers. In July 2020 I received paperwork from her attorney that I needed to take the Store back. She was no longer wanting to operate the store. She sent a letter to the City stating such. I have also supplied the port's harbor with the contract from January 2019 to show I am the Sole financee provider to Jenifer.

The Sport Shed needed insurance to protect the City of Homer and myself. On 7/14/2020 I seccured insurance as showen in the packet. I have also hired a Contractor to do dirt work making the parking lot functional.

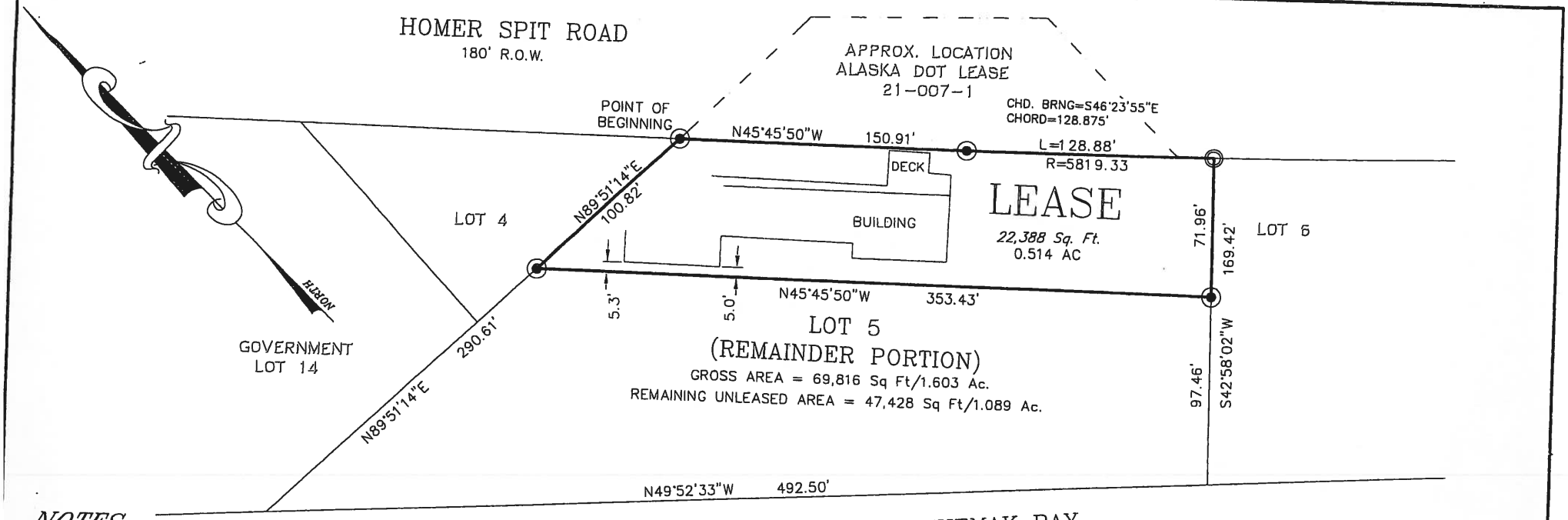
I am 68 years old with breathing problems and am trying to be careful not to get COVID 19 Virus. The 2020 season is over half finished and it would be impossible for a successful season. Products are difficult to obtain this late.

In addition to the lease transphere back to myself, I would like to ask the City Manager to consider a lease fee reduction based on the current appraisal by Darry's Associates Inc. and the closures due to COVID 19 The as built and appraisal are included in the packet. I also enclosed some of the expenses I incurred maintaining the property from erosion for 2018 to 2019.

Iam thankful for all the assistance the City Manager and City Council can provide

Tabor R. Ashment

Tabor R. Ashment



NOTES

1. THIS IS A GRAPHICAL LEASE LEGAL DESCRIPTION PREPARED TO ACCOMPANY THE WRITTEN LEASE LEGAL DESCRIPTION EXHIBIT D-1
2. A SEPARATE EXHIBIT EXISTS THAT SHOWS SWING TIES TO THE BOUNDARY COMMON TO LOTS 5 AND 6.

LEGEND

◎ FOUND 5/8" REBAR & 2" ALUM-CAP

◉ SET 5/8" REBAR & 2"ALUM-CAP

STATE OF ALASKA
49TH
Gary D. Nelson
Gary D. Nelson
NO. 7610-S
9-10-2010
REGISTERED PROFESSIONAL LAND SURVEYOR

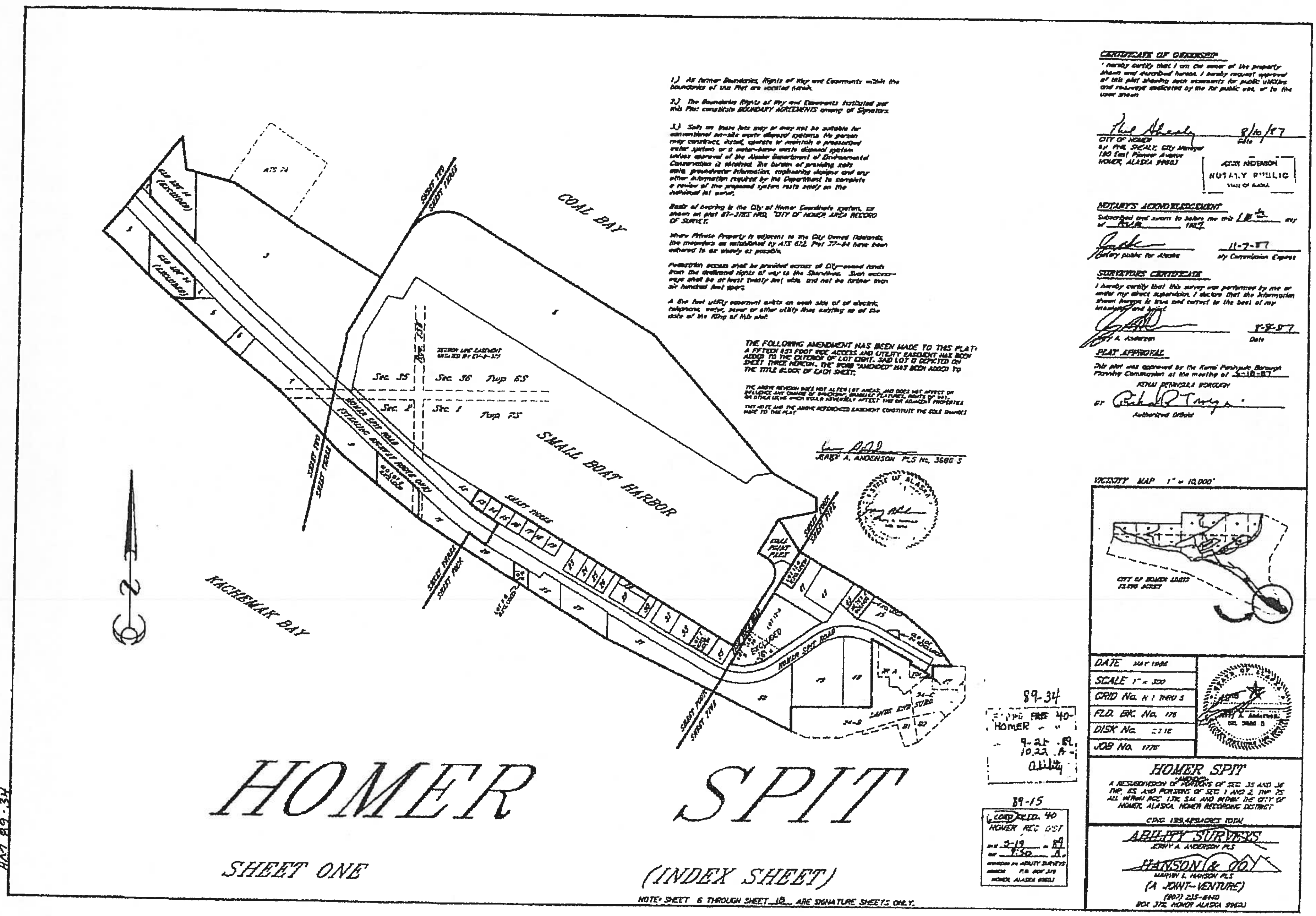
DATE	09/10/2010
SCALE	1"=60'
JOB No.	4406
DRAWING:	4473

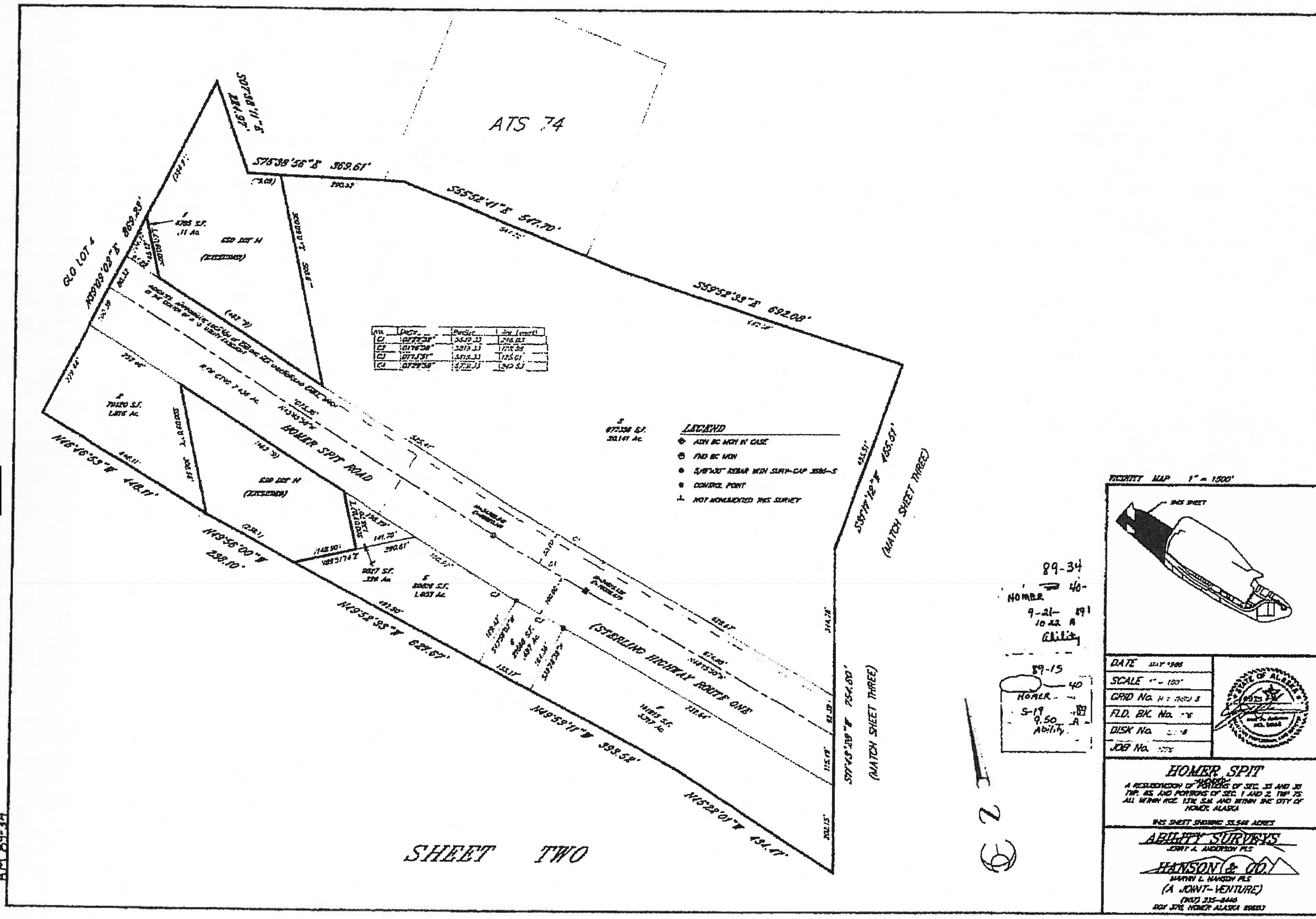
CITY OF HOMER

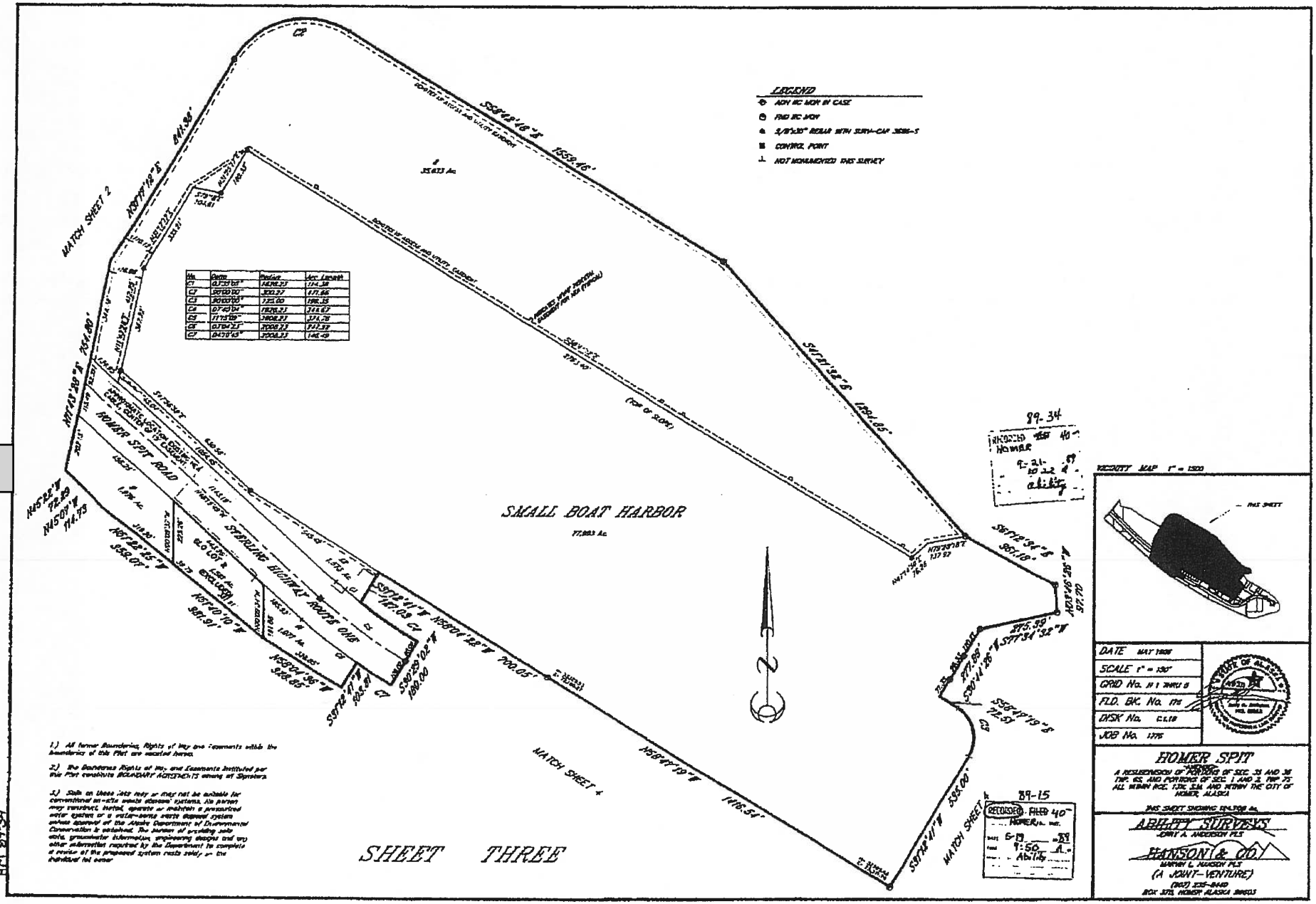
EXHIBIT D-2
GRAPHICAL LEASE LEGAL DESCRIPTION

A LEASE OF A PORTION OF
LOT 5, HOMER SPIT (AMENDED PLAT NO.89-34)
WITHIN SE1/4 SECTION 35, T6S, R13W, S.M., CITY OF HOMER
KENAI PENINSULA BOROUGH, HOMER RECORDING DISTRICT, ALASKA

PREPARED BY
ABILITY SURVEYS
GARY NELSON, PLS
(907) 235-8440
152 DEHEL AVE., HOMER ALASKA 99603


COAL BAY
SMALL BOAT HARBOR
KACHEMAK BAY
HOMER SPIT ROAD
Sec. 35
Sec. 36 Twp 6S
Sec. 2
Sec. 1 Twp 7S
SHEET TWO
SHEET THREE
SHEET FOUR
SHEET FIVE
EXCLUDED
1.) All former Boundaries, Rights of Way and Easements within the boundaries of this Plat are vacated hereby.
2.) The Boundaries Rights of Way and Easements instituted per this Plat constitute BOUNDARY AGREEMENTS among all Signators.
THE FOLLOWING AMENDMENT HAS BEEN MADE TO THIS PLAT:
JERRY A. ANDERSON PLS No. 3688 S
CERTIFICATE OF OWNERSHIP
CITY OF HOMER
NOTARY PUBLIC
NOTARY'S ACKNOWLEDGEMENT
SURVEYORS CERTIFICATE
PLAT APPROVAL
KENAI PENINSULA BOROUGH
Authorized Official
VICINITY MAP 1" = 10,000'
DATE
SCALE
GRID No.
FLD. BK. No.
DISK No.
JOB No.
89-34
HOMER
89-15
HOMER SPIT
AMENDED
A RESUBDIVISION OF PORTIONS OF SEC. 35 AND 36 TWP. 6S AND PORTIONS OF SEC. 1 AND 2 TWP. 7S ALL WITHIN RGE. 13W, S.M. AND WITHIN THE CITY OF HOMER, ALASKA, HOMER RECORDING DISTRICT
ABILITY SURVEYS
HANSON & CO.
(A JOINT-VENTURE)
HOMER SPIT
SHEET ONE
(INDEX SHEET)
NOTE: SHEET 6 THROUGH SHEET 18 ARE SIGNATURE SHEETS ONLY.
HM 89-34


ATS 74
S76°38'56"E 369.61'
S55°52'41"E 547.70'
S59°52'33"E 692.08'
S59°11'12"W 455.51'
(MATCH SHEET THREE)
GLO LOT 4
N46°46'53"W 418.11'
N49°56'00"W 238.10'
N49°58'33"W 621.67'
N49°59'11"W 393.58'
N15°22'01"W 434.47'
HOMER SPIT ROAD
(STERLING HIGHWAY ROUTE ONE)
LEGEND
NOT MONUMENTED THIS SURVEY
CONTROL POINT
SHEET TWO
VICINITY MAP 1" = 1500'
THIS SHEET
DATE
SCALE
GRID No.
FLD. BK. No.
DISK No.
JOB No.
HOMER SPIT
ABILITY SURVEYS
HANSON & CO.
(A JOINT-VENTURE)
89-34
89-15
HM 89-34

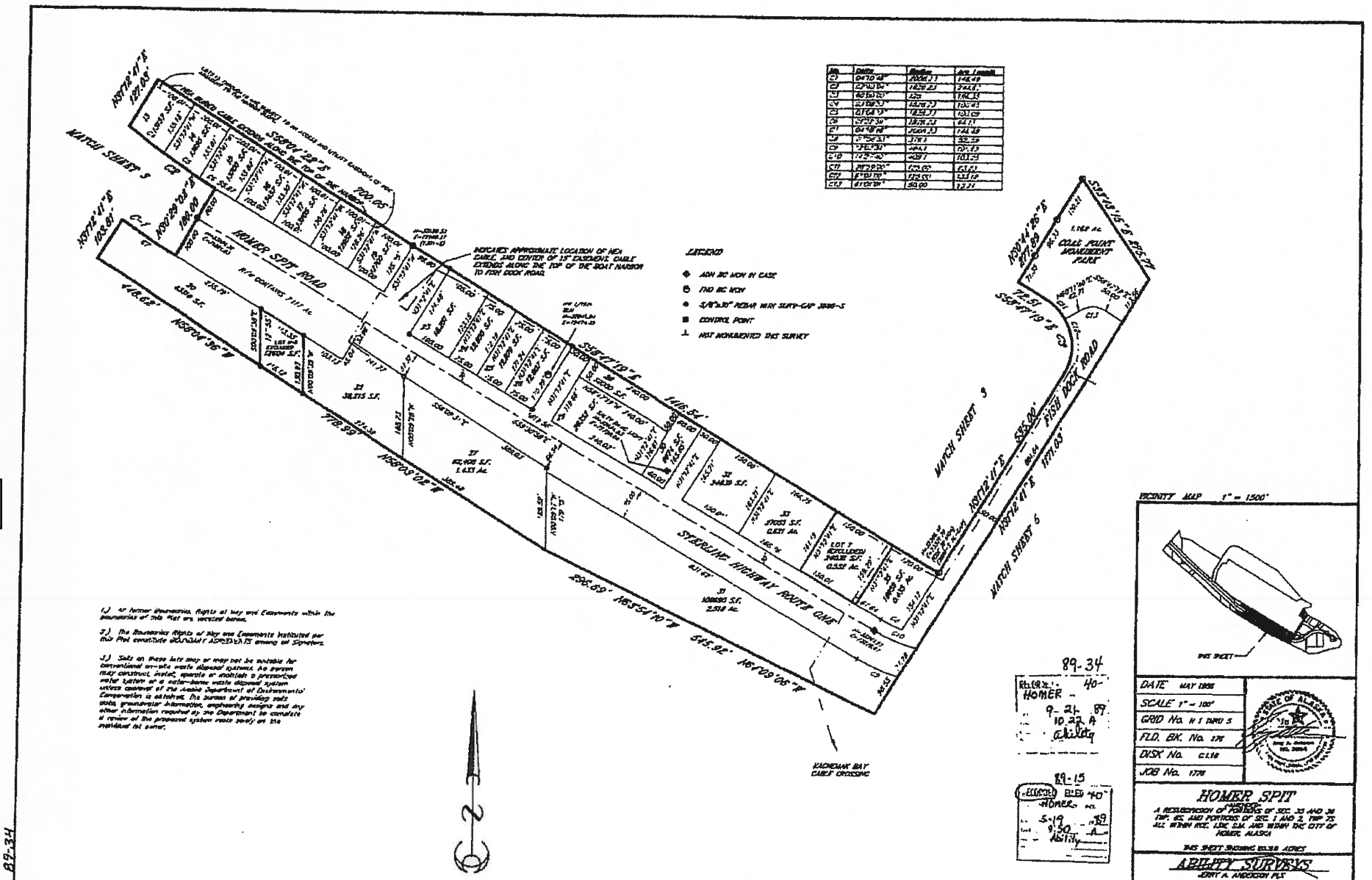


1.) All former Boundaries, Rights of Way and Easements within the Boundaries of this Plat are vacated hereto.

2.) The Boundaries Rights of Way, and Easements instituted per this Plat constitute BOUNDARY AGREEMENTS among all Signators.

3.) Soils on these lots may or may not be suitable for conventional on-site waste disposal systems. No person may construct, install, operate or maintain a pressurized water system or a water-borne waste disposal system unless approved by the Alaska Department of Environmental Conservation is obtained. The owner of property with soils, groundwater information, engineering designs and any other information required by the Department to complete a review of the proposed system rests solely on the individual lot owner

HM 89-34


HOMER SPIT ROAD
FISH DOCK ROAD
STERLING HIGHWAY ROUTE 0040
COAL POINT MONUMENT PARK
MATCH SHEET 5
MATCH SHEET 6
KACHEMAK BAY CABLE CROSSING
INDICATES APPROXIMATE LOCATION OF NEA CABLE AND CENTER OF 15' EASEMENT. CABLE EXTENDS ALONG THE TOP OF THE BOAT HARBOR TO FISH DOCK ROAD.
LEGEND
AON BC MON IN CASE
FND BC MON
5/8"x30" REBAR WITH PLASTIC CAP 3886-S
CONTROL POINT
NOT MONUMENTED THIS SURVEY
1) All former townsites, rights of way and Easements within the boundaries of this Plat are vacated hereon.
2) The Boundaries Rights of Way and Easements instituted per this Plat constitute BOUNDARY AGREEMENTS among all Signators.
3) Soils on these lots may or may not be suitable for conventional on-site waste disposal systems. No person may construct, install, operate or maintain a private-use water system or a water-borne waste disposal system unless approved by the Alaska Department of Environmental Conservation is obtained. The burden of providing soils data, groundwater information, engineering designs and any other information required by the Department to complete a review of the proposed system rests solely on the individual lot owner.
VICINITY MAP 1" = 1500'
THIS SHEET
DATE MAY 1989
SCALE 1" = 100'
GRID No. N 1 ZONE 5
FLD. BK. No. 178
DISK No. C158
JOB No. 1778
HOMER SPIT
A RESUBDIVISION OF PORTIONS OF SEC. 33 AND 34 TWP. 6S. AND PORTIONS OF SEC. 1 AND 2, TWP 7S. ALL WITHIN RGE. 13W. S.M. AND WITHIN THE CITY OF HOMER, ALASKA
THIS SHEET SHOWING 10.318 ACRES
ABLEY SURVEYS
JERRY A. ANDERSON PLS
HANSON & CO.
MARVIN L. HANSON PLS
(A JOINT-VENTURE)
(907) 235-8443
BOX 1212, HOMER ALASKA 99603
89-34
RECORDED FILED 40
HOMER
9-21-89
10:22 A
Ashley
89-15
RECORDED FILED 40
HOMER
5-19-89
9:50 A
Ashley
SHEET FOUR
HM 89-34

PROPOSED HOMER SPIT PATHWAY

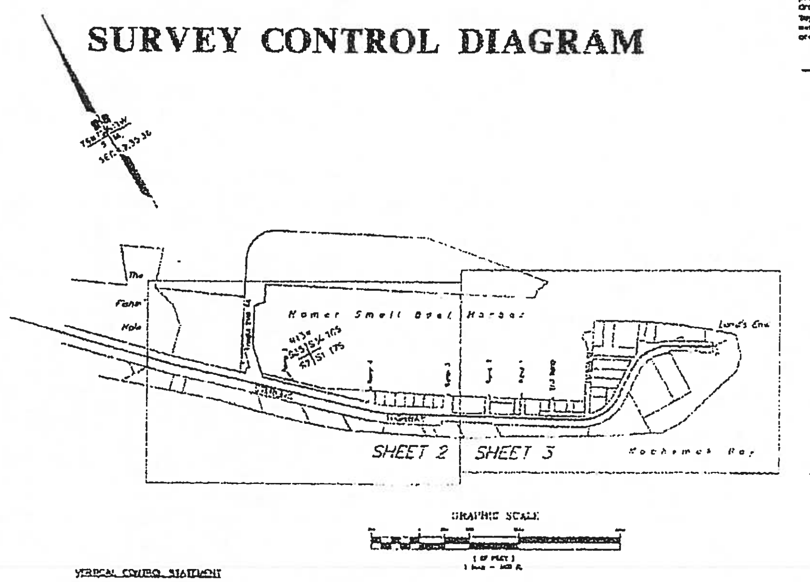
SURVEY CONTROL DIAGRAM

VERTICAL MONUMENTS

PT #	NORTHING	EASTING	ELEV.	DESCRIPTION
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

HORIZONTAL MONUMENTS

PT #	NORTHING	EASTING	ELEV.	DESCRIPTION
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly Registered and Licensed to practice Land Surveying in the State of Alaska, and that this drawing represents a survey made by me or under my direct supervision, and that the monuments shown hereon actually exist as described, and that all dimensions and other details are correct to the extent shown hereon.

Donald C. Mullikin
4405-S

Date

VERTICAL CONTROL STATEMENT

The elevation of all horizontal control points listed EXCEPT 33, 32, 31, 701–703 was established with differential leveling techniques, and based on the NAVD 88 elevation of 21.00 feet as adjusted in June of 1991 by National Geodetic Survey. A NOAA web site listed the elevation of B-103 as 20.03' above MLLW, based on a two year series of observations, 1968–1987, Tidal Epoch 1960–1978. That same sheet listed the Mean Higher High Water as 18.26' above MLLW, which would mean add 4.0 feet to elevations on these plans to compare with elevations based on MLLW datum. 1992 City of Homer sewer plans 818-C-11 listed an elevation for B-103 as 23.81' above MLLW.

NOTES

1.) This survey does not constitute a subdivision as defined by AS 40.15.190(2)

2) Horizontal control points 1–27 and 701–703 were established with GPS static methods and translated to the local coordinate system using GeoGenius 2000 software.

3) All dimensions and coordinates shown are in U.S. Survey Feet unless otherwise noted.

4) This survey was completed during June–September 2003 for the Alaska Department of Natural Resources, Parks Division, under contract 38032070 for project 55157/TEA-021-1(45).

HORIZONTAL CONTROL STATEMENT

Coordinate System:
This project is based on an AutoCAD drawing provided by the Alaska Department of Transportation, which is a U.S. Survey Foot local grid system on a state plane bearing with horizontal ground distances.

Basis of Coordinates:
The Basis of Coordinates is monument #703, listed as the End of Project TEA-021-1(45) with metric stationing 6+887.985 with local coordinates of 49719.74' N, 39027.54' E.

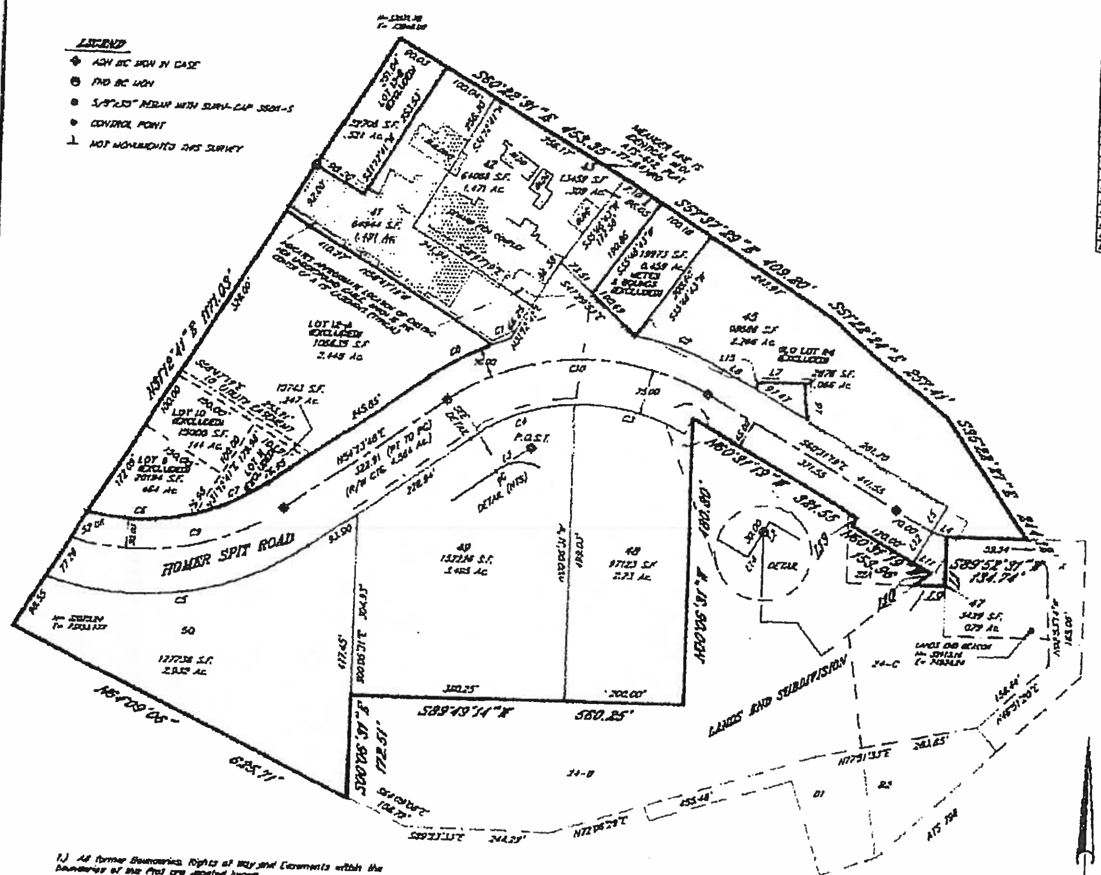
Basis of Bearings:
The Basis of Bearings is a local plane bearing between monument #703, a DOT brass cap in monument case at the end of the Sterling Highway, metric stationing from project TEA-G2101(45) at 6+837.885, and monument #701, a DOT brass cap in a monument case, metric stationing from project TEA-021-1(45) at 5+167.525. From monument #703, monument #701 bears N65°33'25"W, 5233.01' distant. Unconstrained Static GPS measurements indicate this bearing is rotated −1°13'42" from true geodetic north.

MULLIKIN SURVEYS
P.O. BOX 790
HOMER, ALASKA 99603
(907) 235-8975

Record Of Survey

[illegible]

[illegible]	[illegible]	DATE	[illegible]	SCALE	1"=[illegible]
[illegible]	DCM/[illegible]			SHEET	1 of 3



No.	Bearing	Distance
L1	[illegible]	82.50'
L2	S79°28'11"W	1.22'
L3	[illegible]	3.01'
L4	[illegible]	25.00'
L5	S79°28'11"W	50.00'
L6	[illegible]	38.65
L7	[illegible]	75.00
L8	[illegible]	[illegible]
L9	[illegible]	30.38'
L10	[illegible]	32.50'
L11	[illegible]	13.96
L12	[illegible]	60.00'
L13	[illegible]	15.00'
L14	[illegible]	28.70
L15	[illegible]	13.14

No.	Delta	Radius	Arc Length
C1	[illegible]	458.69	33.66
C2	[illegible]	458.69	160.07
C3	[illegible]	334.69	193.38
C4	[illegible]	334.69	185.67
C5	[illegible]	484.1	456.43
C6	[illegible]	358.1	177.64
C7	[illegible]	358.1	132.08
C8	[illegible]	458.69	118.01
C9	[illegible]	408.1	368.03
C10	[illegible]	408.69	465.36

1.) All former Boundaries, Rights of Way and Easements within the boundaries of this Plat are vacated hereon.

2.) The Boundaries, Rights of Way and Easements instituted per this Plat constitute BOUNDARY AGREEMENTS among all Signators.

3.) Soils on these lots may or may not be suitable for conventional on-site waste disposal systems. No person may construct, install, operate or maintain a pressurized water system or a water-borne waste disposal system unless approval of the Alaska Department of Environmental Conservation is obtained. The burden of providing soils data, groundwater information, engineering designs and any other information required by the Department to complete a review of the proposed system rests solely on the individual lot owner.

VICINITY MAP

THIS SHEET

DATE	MAY 1986
SCALE	1" = 100'
GRID No.	H 1 thru 5
FLD. BK. No.	178
DISK No.	C.1.18
JOB No.	1778

89-34
Homer 40-
9-21 89
10 22 A

89-15
RECORDED Homer 40
4-19 89
9:50 A

HOMER SPIT

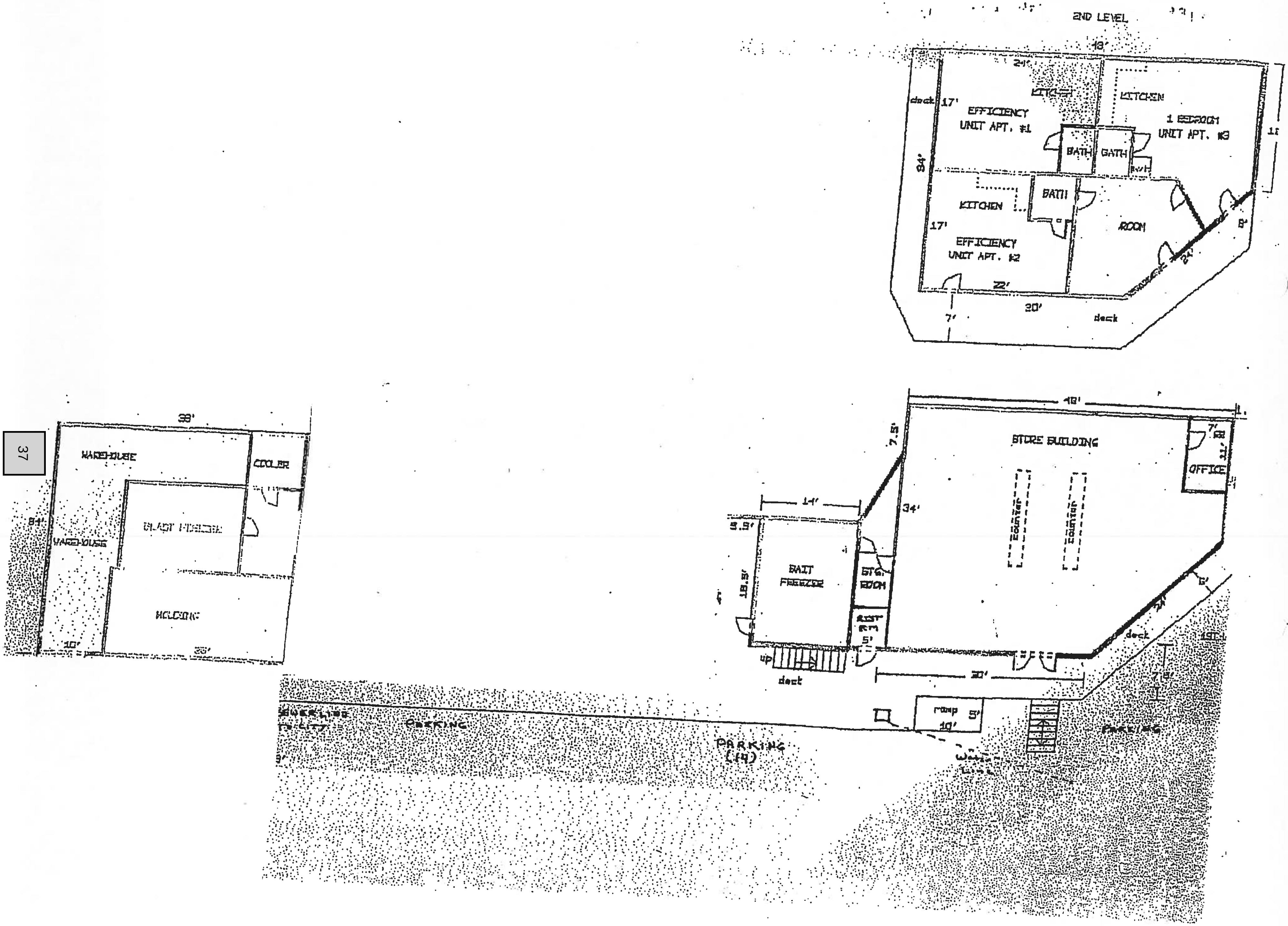
AMENDED

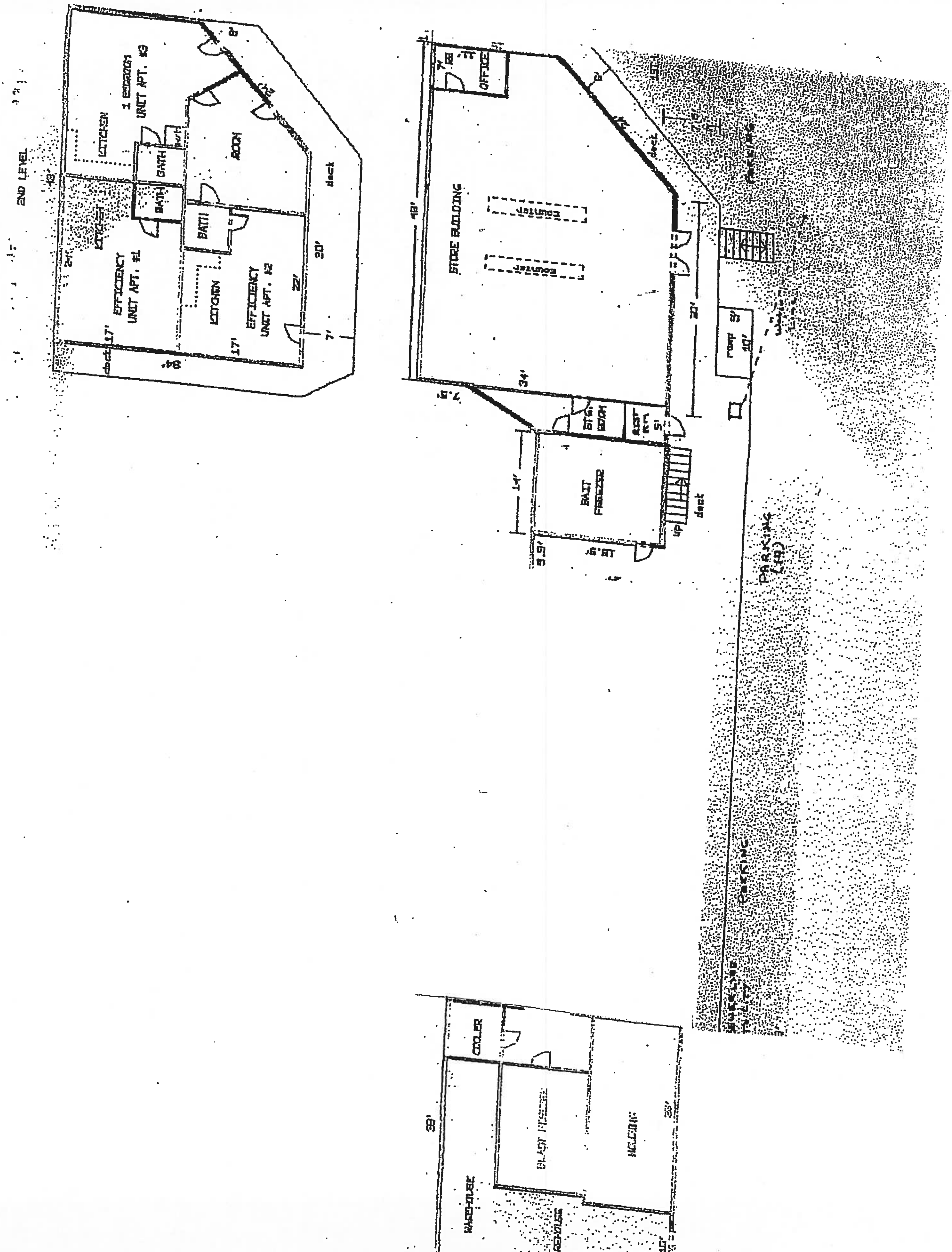
A RESUBDIVISION OF PORTIONS OF SEC. 35 AND 36, TWP. 6S, AND PORTIONS OF SEC. 1 AND 2, TWP. 7S, ALL WITHIN RGE. 13W, S.M. AND WITHIN THE CITY OF HOMER, ALASKA

THIS SHEET SHOWING TRACT ACRES

ABILITY SURVEYS
JERRY A. ANDERSON PLS
HANSON & CO.
MARVIN L. HANSON PLS
(A JOINT-VENTURE)
(907) 235-8440
BOX 375 HOMER ALASKA 99603

HM 89-34


2ND LEVEL
48'
24'
17'
deck
EFFICIENCY
UNIT APT. #1
KITCHEN
1 BEDROOM
UNIT APT. #3
BATH
34'
KITCHEN
BATH
17'
ROOM
8'
EFFICIENCY
UNIT APT. #2
24'
22'
7'
30'
deck
38'
WAREHOUSE
COOLER
WAREHOUSE
48'
7.5'
STORE BUILDING
OFFICE
14'
34'
counter
counter
BAIT
FREEZER
STG. ROOM
REST RM
5'
up
deck
30'
deck
ramp 5'
10'
PARKING
PARKING
(14)
PARKING


2ND LEVEL
1 BEDROOM UNIT APT. #3
KITCHEN
BATH
ROOM
EFFICIENCY UNIT APT. #1
EFFICIENCY UNIT APT. #2
deck
STORE BUILDING
OFFICE
BAIT FREEZER
PARKING
COOLER
WAREHOUSE


THE SPORT SHED
Sold here: BAIT TACKLE LICENSES FOOD FILM
CLOTHING HUNTING & CAMPING NEEDS
COMMERCIAL FISHING SUPPLY
OPEN

Seldovia, AK

Site Description - Parcel 5

Property Lessee:	**AK SnowGrl Rentals LLC - Sports Shed**
Address:	**3815 Homer Spit Rd.**
Legal Description:	Portion of Lot 5, Homer Spit S/D Amended (Plat HRD 89-34)

Physical characteristics

Site size: 22,388 sq.ft. (.514 acre)
Size reported from 2010 plat (see plat following)

Dimensions: Irregular

Shape: Mostly rectangular

Corner: No

Utilities:

	public	utility provider	other (description)
water	yes	City of Homer	
sewer/septic	yes	City of Homer	
electric	yes	Homer Electric Assn.	
natural gas	yes	Enstar	
telephone	yes	ACS	
cable data/TV	yes	GCI	

Road access: The leased area has 280'+/- of frontage along the north boundary on the Homer Spit Rd. R-O-W. The R-O-W is 180' wide & the north boundary of the "lot" is 75'+/- south of the edge of the pavement.The site gradually slopes down from the roadbed with driveway access on each side. Recent storms have eroded portions of the State R-O-W north of the eastern half of the lot (see photos).

Road characteristics: 2-lane paved **Road Maintenance:** Public

Sidewalks: No **Curbs/storm drains:** No

Topography: Unlike the level lots on the distal end of the Spit the northern portion of the site is 5'+/- below road grade (see photos). The northern 10-20' of the parcel is level to the decks/buildings where there is a steep cut bank under the boardwalks. Lessee is currently in the process of additional stabilization work due to increased erosion. According to the former lessee beach erosion has accelerated in the past 5+/- years & beach level under the buildings has dropped 7-8+/-' in the past 10 years. In summer 2018 extensive reinforcement work was done to help stabilize erosion by installing additional rock rip-rap, wood retaining walls & steel beams under the buildings. Recent winter storms have washed away some of that summer work and additional reinforcements are underway. Topography significantly reduces market appeal & usability of the property.

Soils: Gravelly/Sandy Beach

Water Frontage: Kachemak Bay, varying degrees of flooding depending on tide level & storm action.

Wetlands: Yes* ☑ No ☐
Sloping beach frontage
ID source: KPB on-line mapping

View Amenity: Kachemak Bay, Kenai Mountains, Aleutian Range-west side of Cook Inlet

Taxation

Parcel No.		Assessed Value* land	improvmnt.	total		Annual taxes* Mill rate: 11.30
181-031-05LH01		$61,500	$145,800	$207,300		$2,342
Assessed value per sf		$2.75				
			Property total:	**$207,300**		**$2,342**

*Based on 2019 Kenai Peninsula Borough (KPB) assessed values & 2018 tax code area mill rate, subject to change mid 2019.
Note: The KPB Assessor's Office values leased land based on "their Possessory Interest" which is a calculation of the present value of the fee simple value based on total lease term. In many cases this approximates fee simple value.

Site Description - Parcel 5

AK SnowGrl Rentals LLC - Sports Shed

Zoning & Use Restrictions

Zoning Classification: Marine Commercial (MC)

Municipality: City of Homer

Allowed uses: A variety of water related/dependent commercial uses & the businesses that serve & support them. Permitted uses outright include marine equipment sales; offices for tourism related charters/tours incl. fishing; retail stores for seafood, sporting goods, art/gifts; mobile food services, restaurants; cold storage. See Zoning Ordinance for other permitted & conditional uses, sign/parking requirements, development standards, etc.

Flood Hazard ID*:

Flood Map number: 02122C2177E Panel 2177 of 5045 **Flood Zone:** "VE", Base Flood Elevation determined-25

Map date~issuing entity: 10/20/16 ~ FEMA "Areas of 1% annual flood"

VE is a coastal flood zone with velocity hazard (wave action.)
For construction within flood zone areas the City requires completion of the detailed Flood Development Permit prior to being issued a Building Permit.

Easements*:

Easements identified: None known/reported

Easement impact on usability: Adverse? No ☑ Yes ☐

Other Constraints*: The Homer Spit is an identified Tsunami Hazard area; no specific apparent restrictions on site development/use.

*Note: Zoning, easements, wetlands & use restrictions are based on the appraiser's observations and a review of applicable ordinances & available maps, etc. The reader should contact the responsible government agency or municipal official for more specific information/confirmation.

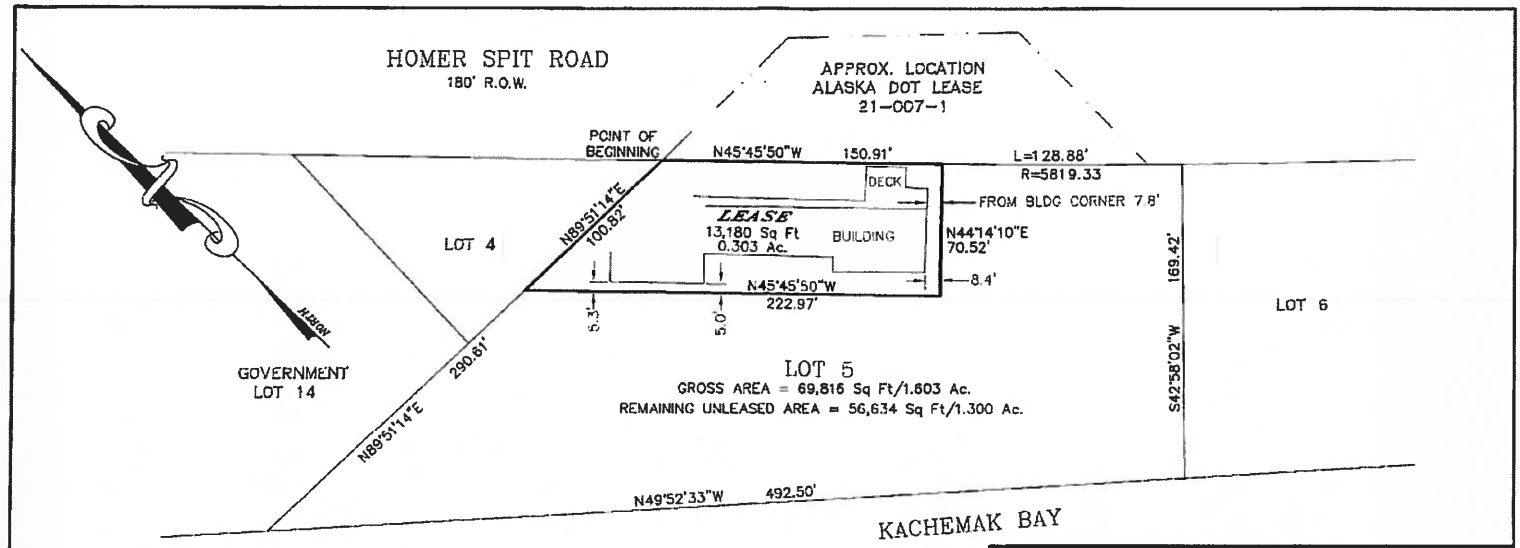
Site Features

Commercial exposure/visibility: Excellent from the extensive Homer Spit Rd. frontage

Site development: Valued as-if vacant

Highest and Best Use: Development in compliance with zoning as economic conditions dictate feasible & more stringent building requirements can be met.

Most probable user: Owner-occupant lessee.



NOTES

1. THIS IS A GRAPHICAL LEASE LEGAL DESCRIPTION PREPARED TO ACCOMPANY THE WRITTEN LEASE LEGAL DESCRIPTION EXHIBIT A.

STATE OF ALASKA
49TH
Gary D. Nelson
NO. 7610-S
REGISTERED PROFESSIONAL LAND SURVEYOR

DATE	04/08/2009
SCALE	1"=60'
JOB No.	4406
DRAWING:	4398

CITY OF HOMER

EXHIBIT B
GRAPHICAL LEASE LEGAL DESCRIPTION

A LEASE OF A PORTION OF
LOT 5, HOMER SPIT (AMENDED PLAT NO.89-34)
WITHIN SE1/4 SECTION 35, T6S, R13W, S.M., CITY OF HOMER
KENAI PENINSULA BOROUGH, HOMER RECORDING DISTRICT, ALASKA

PREPARED BY
ABILITY SURVEYS
GARY NELSON, PLS
(907) 235-8440
152 DEHEL AVE., HOMER ALASKA 99603

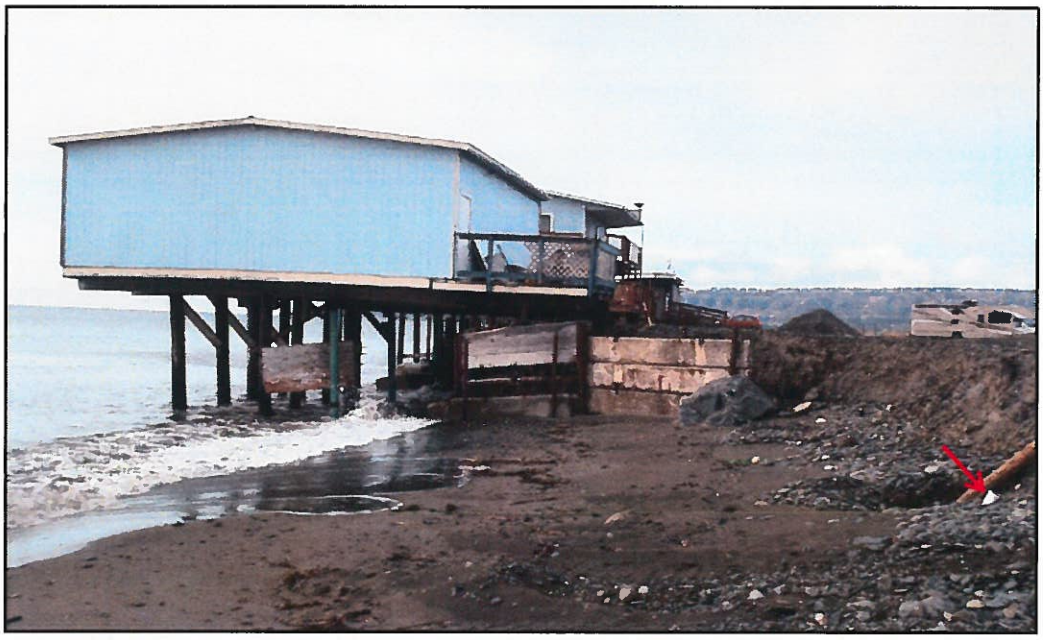
The following 3 photos were taken at the initial inspection on 2/25/2019

Looking NW from near Parcel 5's NE corner just out of view at lower left. Due to the width of the Homer Spit Rd. right-of-way the parcel's north boundary is actually about 75 feet south from the Spit Rd. visible at black arrow. Within the last 10 years the site has been subject to extensive erosion which has exacerbated in the last five years. Storms within the past year have increased erosion within the road right-of-way, visible at red arrow.

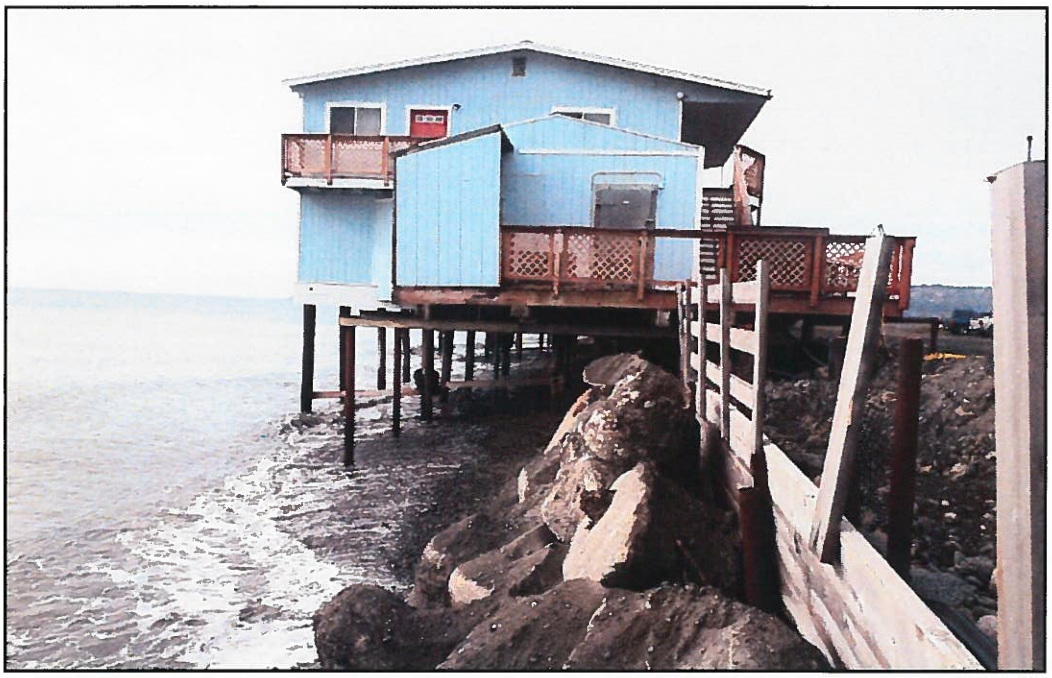
Parcel 5's rear boundary is within 5 feet of the rear side of the building at arrow. The boardwalk beyond is the site of the Glacier Drive In, adjacent to the NW of Parcel 5. In 2009 the cross-bracing at arrow was near beach level at that time, about 7-8 feet higher than today. The white pipe at mid-right is part of the parcel's sewer service line located within the road right-of-way and washed out during recent storms. It will have to be replaced by the lessee.

View SE from close to the parcel's north boundary. Photo was taken from near the middle of the "lot". Washing-out under the improvements has become worse in recent years. Lessee is in the process of doing major site work to try and further stabilize the erosion cutting in underneath the improvements. Eroded area at arrow is within the State R-O-W.

The following 4 photos were taken at an 18.7' high tide on 4/5/2019



Close up view from midway on the eastern undeveloped portion of the site (see survey). The exposed sewer line is noted at arrow.



The wooden seawall was recently reinforced with additional rock rip rap. Additional work is also planned for the road side of the wall. The south boundary of the parcel is 5 feet to the rear of the building in photo.

Close-up view to work in progress in front of the seawall between the two buildings.

Annually the height of the parking area in front of the buildings has to be filled in. The Glacier Drive In, adjacent NW, is partially visible at arrow.

Looking toward the Homer mainland from the edge of the Glacier Drive In parking area. The pole at arrow was formerly above tide level, part of the RV site improvements on Lot 3, Homer Spit Three S/D. This area of the Spit has been severely impacted by erosion.

Comparable Adjustment Table

PARCEL 5 - Sports Shed - City of Homer 2019 Homer Spit Revaluations								
	Subject	***Comparable 1***	***Comparable 2***	***Comparable 3***	***Comparable 4***	***Comparable 5***	***Comparable 6***	***Comparable 7***
Legal Description	Por. L5, Homer Spit Amended	Por.GLO 20,Sec.1 T7S, R13W	L88-4, Homer Spit No. 2 Amended	Lot 19, Homer Spit Amended	L32, Homer Spit S/D amended	L12C, Port Industrial S/D #4	Lot 12-A1,, Port Indus.No. 3	L41 & 42, Homer Spit Amended
Lessee	(Sports Shed)	(US Coast Guard)	(AK Custom Seafoods)	(Harbor Grill)	(Happy Face Restaurant)	(Auction Block)	(Fish Factory)	(Icicle Seafoods)
KPB Parcel No.	181-031-05LH01	181-034-45LH01	181-034-44LH01	181-033-16LH01	181-034-32LH01	181-034-52	181-034-21LH01	181-034-18 & 19LH01
Annual Rent	$16,590	$13,822	$11,650	$12,325	$19,899	$26,348	$26,855	$68,106
Transactional Adjustments								
Rent/square foot (unadjusted)	$0.74	$0.91	$0.87	$0.98	$0.81	$0.77	$0.86	$0.53
Lease Term (CPI adjustment)	CPI Adj.	CPI Adj.	CPI Adj.	CPI Adj.	CPI Adj.	CPI Adj.	CPI Adj.	CPI Adj.
Market Conditions (last rent revaluation)	Apr-19	Apr-18	Sep-17	Apr-14	Apr-14	Mar-15	Apr-14	Jan-18
(** CPI adj. applied each Jan. since last revaluation)	**	**	**	**	**	**	**	**
Size [Sq. Ft.]	22,388	15,246	13,383	12,632	24,639	34,236	31,295	129,010
adjustment		-5%	-5%	-10%		5%	5%	15%
Size Adjusted Rent/sq. ft.	$0.74	$0.86	$0.83	$0.88	$0.81	$0.81	$0.90	$0.61
Property Adjustments (compound adjustment basis)								
Other Characteristics								
Street Frontage/Access	Homer Spit Rd.	Homer Spit Rd.	H.Spit/Fish Dock Rd.	Homer Spit Rd.	Homer Spit Rd.	Spit,Ice,Fish Dock Rds.	Homer Spit Rd.	Spit,Ice,Fish Dock Rds.
adjustment								
Location/commercial exposure	Excellent	Similar	Similar	Similar	Similar	Similar	Similar	Similar
adjustment								
Bay or Harbor Frontage	Bay frontage	Overlooks Bay	Overlooks harbor	Overlooks harbor	Overlooks harbor	None-harbor proximity	None-harbor proximity	Bay frontage
adjustment								
Topography/Erosion	Level-eroding beach	100% uplands	100% uplands	100% uplands	100% uplands	100% uplands	100% uplands	75%+/- uplands
adjustment		-75%	-75%	-75%	-75%	-75%	-75%	-55%
Utilities Available (gas assmnts by lessee)	E,T,W/S,G	Similar	Same	Same	Same	Same	Same	Same
adjustment								
Zoning/Easements	MC/None known	MI/None known	MC/2.5' Util.Esmt	MC/None apparent	MC/2.5'Util./10'Ped.Esmt	MI/None Adverse	MI/5'Util.Esmt.	MI/None Adverse
adjustment			+		+		+	
Shape	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
adjustment								
Compound Adjustment % (street frontage - shape)		-75%	-75%	-75%	-75%	-75%	-75%	-55%
Indicated Rent of Subject ($/sq. ft.)		$0.22	$0.21	$0.22	$0.20	$0.20	$0.23	$0.27
Qualitative adjustment (+/ -/ =)			+		+		+	
Comparable weighting ~ cumulative = 100%		15%	10%	10%	15%	15%	20%	15%
Conclusions								
Measures of Central Tendency *(excluding Qualitative adjustments)*								
Mean (unweighted)	$0.22							
Mean (weighted)	$0.22							
Median	$0.22							
Concluded Market Rent								
Site size- sq. ft.	Rent ~ $/sq.ft.	= Indicated rent	Annual Market Rent (rounded)					
22,388	$0.22	$4,925	$4,900					

DERRY & ASSOCIATES, Inc.

60 of 79

18.08.080 Lease execution and final approval.

a. After a notice to award a lease is approved by Council or a lease application is approved by the City Manager, the City Manager is responsible for finalizing and executing the lease agreement with the successful applicant or proposer. After Council's approval of the notice to award but before Council approval under HCC 18.08.040, the City Manager may negotiate nonessential long-term lease terms and make changes necessary to clarify the terms of the long-term lease or correct clerical errors.

b. The City Manager has authority to negotiate all terms of short-term leases subject to the provisions of this chapter.

c. After a lease is executed by both parties, the City Manager shall draft and the City Clerk shall record a memorandum of lease. Lessee is responsible for the recording fees. [Ord. 18-16(S)(A) § 1, 2018].

18.08.090 Development and use.

a. All leases must require the lessee to comply with all applicable local, State, and Federal laws.

b. Except as provided otherwise in the lease agreement, an as-built survey including elevations performed by a surveyor shall be provided to the City within six months of completion of development on the leased property. Each additional structure or significant improvement shall require an updated as-built survey. All surveys are to be provided by lessees at their expense.

c. Except as provided otherwise in the lease agreement, at the time each as-built survey is submitted, a statement of value including leaseholds and all improvements shall be provided. The statement of value shall be either a letter of opinion or appraisal completed by an appraiser.

d. All development requirements and performance standards contained in the lease shall be strictly enforced and if not complied with or negotiated for modification shall be cause for the lease to be terminated. Failure to enforce the terms of the lease shall not constitute waiver of any such term.

e. The City may require a lease of City-owned property to be secured by any means that meet the City's best interest, including, without limitation, a security deposit, surety bond or guaranty. [Ord. 18-16(S)(A) § 1, 2018].

18.08.100 Appraisal.

a. An appraisal of the fair market rent of the property will be required before final approval of a new lease or the transfer of a lease and within two years prior to the renewal of a lease.

b. The requirement of an appraisal may be waived at the discretion of the City Manager for short-term leases.

c. All leased properties shall be appraised every five years from the effective date of the lease. The City may choose to have the property appraised at less than five-year intervals in order to appraise multiple properties at one time. An increase in rental rates resulting from appraisals occurring in less than five years from the last appraisal shall not be applied prior to date of appraisal permitted under this section or the effective date of the transfer or renewal of a lease.

d. Except as otherwise provided under this section or in a specific lease, lease rates shall be increased on the anniversary of the lease effective date to reflect property appraisal values. A lessee shall be notified of any increase in the appraised value of the property at least 30 days before the increased rental rate becomes effective.

e. In the event an appraisal reports a decrease in fair market rent, a lessee may petition or the City Manager may recommend to Council a reduction in the lease rate. Council may approve a reduction if it determines via

resolution that such reduction corresponds with the appraised fair market rent and is in the City's best interest.

f. Each year, the City will select and retain an appraiser to appraise all leased City-owned property due for appraisals in that year. The City will have sole discretion to select the appraiser and bears the cost of the appraisal. [Ord. 18-16(S)(A) § 1, 2018].

18.08.110 Options to renew.

a. Leases may contain no more than two options to renew and each option must not exceed 25 percent of the length of the initial lease term.

b. A lessee may not exercise an option to renew unless the City Manager determines that the lessee is in full compliance with the terms of the lease at the time of renewal.

c. A lessee whose initial lease and all options have expired shall have no automatic right of further renewal or extensions. [Ord. 18-16(S)(A) § 1, 2018].

18.08.120 Improvements.

a. Except as otherwise provided in the lease agreement, construction of improvements shall take place only after review and approval of the construction plans by the City Manager and only after all applicable permits have been secured and legal requirements met.

b. Improvements not included in the lease agreement or improvements that are inconsistent with or deviate from those permitted in the lease agreement must be approved by Council via resolution. Council shall only approve such improvements upon recommendation by the City Manager and after review by the Port and Harbor Commission, the Homer Advisory Planning Commission, and any other commission determined to be appropriate by the City Manager. Inconsistent improvements may be approved if the proposed changes to the improvements serve the City's best interest and/or when changes are necessary due to relevant changes in industry or the local economy.

c. All improvements constructed upon leased property become the property of the City upon termination of the lease unless otherwise provided in the lease agreement or agreed to by the parties in writing.

d. Lessee shall be responsible for all taxes, including property taxes on the leasehold interest in the real property and improvements and any sales tax on rent payments. [Ord. 18-16(S)(A) § 1, 2018].

18.08.130 Lease renewal.

a. Council, upon written recommendation by the City Manager, may exempt the renewal of a lease from competitive bidding if Council finds such exemption serves the City's best interests.

b. A lessee seeking to enter into a new lease with the City exempted from competitive bidding under this section must submit a lease application and a written request for a new lease to the City Manager at least 12 months but no more than 18 months prior to the expiration of the existing lease. The City Manager shall notify Council of new lease requests under this section. The City will review the application but is under no obligation to enter into a new lease.

c. If Council approves the new lease without a competitive process, it must do so by resolution within six months of the date the lease application is filed with the City.

d. Council shall consider the following factors when determining whether to exempt a lease from competitive bidding under this section:

1. Lessee's past capital investment and binding co[illegible]ment to future capital investment;

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND

HOMER ENTERPRISES, LLC

Dated October 1 2020

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT ("Lease") dated as of October 1, 2020, between the CITY OF HOMER, an Alaska municipal corporation ("Landlord"), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and Homer Enterprises LLC, an Alaskan limited liability company ("Tenant"), whose address is 41240 Crested Crane St, Homer, Alaska 99603.

Attached as **Exhibit A** is a schedule naming each owner of Tenant and describing the percentage of ownership of each. Also attached to **Exhibit A** are a certificate of good standing issued by the state under whose laws Tenant is organized, and, if Tenant is a foreign entity, a certificate of authority issued by the State of Alaska. Attached as **Exhibit B** is a true and correct copy of a resolution of Tenant authorizing Tenant to enter into this Lease and authorizing the undersigned individual(s) or officer(s) to execute the Lease on behalf of Tenant.

RECITALS

WHEREAS, Landlord owns certain properties having a strategic location near the waterfront and marine-related public infrastructure; and

WHEREAS, it is the policy of Landlord to retain ownership of these properties, and to make them available for leasing, in order to encourage growth in targeted economic sectors, to insure that Landlord receives the maximum benefit from a large investment in public infrastructure, and to provide land for businesses that require close proximity to the waterfront or infrastructure to operate efficiently and profitably; and

WHEREAS, Landlord has accepted Tenant's proposal to lease and develop the property leased herein, because Tenant's proposed use of the property should further Landlord's goals for the development of Landlord's properties, and Tenant's proposal to lease and develop the property is a material inducement to Landlord leasing the property to Tenant; and

NOW, THEREFORE, in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND ATTACHMENTS

1.01 Definitions. As used herein, the term:

(a) "Additional Rent" includes all amounts defined or referred to in this lease as additional rent, as well as all charges in the nature of rent such as taxes, utilities and insurance, regardless of whether such amounts are due directly to or collectible by Landlord or to a third party under the terms of this Lease or under applicable law and including any of the preceding amounts that Landlord pays to a third party on behalf of Tenant, before or after any event of default.

(b) "Annual Rent Adjustment" and "Annual Rent Adjustment Date" are defined in Section 4.01(b).

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

(d) "Complete" and "Completion" mean, with regard to an improvement, that construction of the improvement is finished and the improvement is fully operational and ready for occupancy or use for its intended purpose, including without limitation the issuance of any applicable certificate of occupancy and other applicable permits, licenses, certificates or inspection reports necessary to the improvement's legally authorized use.

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

(f) "Default Rate" means an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in Alaska, or (ii) ten and one-half percent (10.5%).

(g) "Environmental Laws" means all local, state, and federal laws, ordinances, regulations, and orders related to environmental protection; or the use, storage, generation, production, treatment, emission, discharge, remediation, removal, disposal, or transport of any Hazardous Substance.

(h) "Excusable Delay" means delay due to strikes, acts of God, inability to obtain labor or materials, orders of any governmental authority having jurisdiction, removal of Hazardous Materials discovered at any time after the commencement of the Term, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Tenant.

(i) "Extended Term" is defined in Section 3.05 if this Lease provides for extension at the option of the Tenant.

(j) "Five Year Rent Adjustment" and "Five Year Rent Adjustment Date" are defined in Section 4.01(a).

(k) "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste; hazardous or toxic material; hazardous, toxic, or radioactive substance; or other similar term by any federal, state, or local statute, regulation, or ordinance or common law presently in effect or that may be promulgated in the future as such statutes, regulations, and ordinances may be amended from time to time.

(l) "Initial Term" is defined in Section 3.01.

(m) "Lease Ordinance" means such ordinances or other portions and provisions of the Homer City Code as may be enacted from time to time to dictate Landlord's policies and requirements in leasing real property, currently enacted as Chapter 18.08 of the Homer City Code, as such may be amended, reenacted, supplemented or recodified from time to time, and as used herein the term shall refer to the Lease Ordinance as currently in effect at the time its terms would have operative effect on this Lease.

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

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

(p) "Rent" means Base Rent plus any Additional Rent.

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

(r) "Required Improvements" is defined in Section 6.02.

(s) "Term" means the Initial Term plus any Extended Term.

1.02 Attachments. The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto and all documents, policies and endorsements delivered hereunder, including without limitation all copies of required insurance policies and/or endorsements, shall be deemed to be a part hereof:

Exhibit "A" Schedule of Organization, Owners, Percentage of Ownership

Exhibit "B" Conformed Copy of Resolution Authorizing Lease and Authorizing Signers to Sign Lease Agreement on Behalf of Tenant

Exhibit "C" Legal Description of Property

Exhibit "D" Tenant's Lease Proposal

Exhibit "E" Site Plan

Exhibit "F" Required Improvements Floor Plan

Exhibit "G" Permission to Obtain Insurance Policies

ARTICLE 2. THE PROPERTY

2.01 Lease of Property. Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Property"):

> A portion of Lot 5, as shown on the subdivision plat entitled HOMER SPIT filed as amended plat number 89-34, Homer Recording District, State of Alaska, as depicted on **Exhibit C**, containing 22, 388 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 181-03-105;

subject, however, to reservations, restrictions, easements and encumbrances of record, and to encroachments that may be revealed by an inspection of the Property.

2.02 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and other charges and performing its other obligations under this Lease shall have quiet enjoyment of the Property during the Term without hindrance or interference by Landlord or by any person claiming an interest in the Property through Landlord.

2.03 Property Accepted "As Is." Tenant has inspected the Property, has made its own determination as to the suitability of the Property for Tenant's intended use, and accepts the Property "AS IS." None of landlord, its agents, or its employees make any warranties, expressed or implied, concerning the condition of the Property, including without limitation the habitability or fitness of the Property for any particular purpose, including those uses authorized by this Lease, or subsurface and soil conditions, including the presence of any Hazardous Substance.

2.04 No Subsurface or Mineral Rights. This Lease does not confer mineral rights, any rights to extract natural resources, or any rights with regard to the subsurface of the Property below the level necessary for the uses of the Property permitted in this Lease, all of which rights are, as between Landlord and Tenant, reserved to Landlord.

ARTICLE 3. TERM

3.01 Lease Term. The term of this Lease is 18 years 4 months, commencing on October 1, 2020, and ending on January 31, 2039 (the "Term").

3.02 Lease Renewal.

(a) Tenant represents and warrants that it has determined that the duration of the Term, including any available Extended Terms, will be sufficient for Tenant to amortize any investment that it makes in connection with this Lease, including without limitation any investment in leasehold improvements, including any Required Improvements as Tenant may be required to develop. Tenant acknowledges that it has no right of any kind to continue using or occupying the Property after the expiration or earlier termination of the Term, including without limitation any option to renew this Lease, or any option to extend the Term other than as may be provided in Section 3.05.

(b) Notwithstanding the preceding subsection (a), not less than 12 months and not more than 18 months before the expiration of the Term, Tenant may apply to Landlord to enter into a new lease for the Property that is exempted from competitive bidding under and pursuant to the Lease Ordinance.

3.03 Surrender of Possession. Upon the expiration or earlier termination of the Term, unless Tenant and Landlord have entered into a new lease for the Property commencing upon the termination of the Term, Tenant shall promptly and peaceably surrender the Property, clean, free of debris, and in as good order and condition as at the commencement of the Term, ordinary wear and tear excepted. If Tenant fails to surrender the Property in the required condition, Landlord may restore the Property to such condition and Tenant shall pay the cost thereof, plus interest at the Default Rate, on demand. Section 6.08 governs the disposition of improvements on the Property at the expiration or earlier termination of the Term.

3.04 Holding Over. Tenant's continuing in possession of the Property after the expiration or earlier termination of the Term will not renew or extend this Lease. In the absence of any agreement renewing or extending this Lease, Tenant's continued possession of the Property after the end of the Term will be a tenancy from month to month, terminable upon 30 days written notice by either party at any time, at a monthly rental equal to 150% of the monthly Base Rent in effect at the end of the Term, subject to all other terms of this Lease. For good cause, Landlord may waive all or part of the increase in Base Rent during the holdover period.

3.05. Options to Extend Lease Term.

(a) At its option and in its sole discretion, Tenant may seek to extend the Term for two (2) additional, consecutive five (5) year periods (each an "Extended Term"), provided that:

(1) Tenant gives Landlord written notice of its exercise of the option not more than one year and not less than 120 days before day the Term would otherwise expire; and

(2) the City Manager determines that the lessee is in full compliance with the terms of the lease at the time of renewal.

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

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. Tenant shall pay to Landlord an initial annual rent of $ 16,590.48 (as such may later be adjusted per the terms of this Lease, the "Base Rent"). Base Rent is payable monthly in advance in installments of $1,382.54, plus sales and all other taxes Landlord is authorized or obligated to collect on such transactions, on October 1 2020, and on the 1st day of each month thereafter, at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02. *Note: To be negotiated with City Manager per final lease. Applicant has requested rent match fair market value for property per Homer City Code 18.08.100 (c) & (e) See Code section attached to Memo*

4.02 Rent Adjustments.

(a) **Five-Year Appraised Rent Adjustments.** Starting on January 1, 2024, and in every fifth year thereafter, Landlord will obtain an appraisal by a qualified real estate appraiser of the fair rental value of the Property as if privately owned in fee simple, excluding the value of alterations, additions or improvements (other than utilities) made by Tenant (or by Tenant's predecessors under the Lease, if Tenant is party to this Lease by assignment). Following receipt of each such appraisal, the Base Rent will be adjusted (the "Five Year Rent Adjustment"), effective on the anniversary of the commencement of the term (each such date is a "Five Year Rent Adjustment Date"), to an amount equal to the greater of (1) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, and (2) the Base Rent in effect immediately before the Five Year Rent Adjustment Date. The Base Rent as adjusted on a Five Year Rent Adjustment Date thereafter shall be the Base Rent.

(b) **Annual Rent Adjustments.** In addition to the rent adjustments under Section 4.02(a), the Base Rent also shall be adjusted annually (the "Annual Rent Adjustment"), effective on the anniversary of the commencement of the term in every year without a Five Year Rate Adjustment (each such date is an "Annual Rent Adjustment Date"), by the increase, if any, for the previous year in the cost of living as stated in the Consumer Price Index, All Urban Consumers, Anchorage, Alaska Area, All Items 2000 – present = 100 ("CPI-U"), as published by the United States Department of Labor, Bureau of Labor Statistics most recently before the Annual Rent Adjustment Date. If the CPI-U is revised or ceases to be published, Landlord instead shall use such revised or other index, with whatever adjustment in its application is necessary, to most nearly approximate in Landlord's judgment the CPI-U for the relevant period.

4.03 Taxes, Assessments and Other Governmental Charges. Tenant shall pay prior to delinquency all taxes, installments of assessments that are payable in installments and other governmental charges lawfully levied or assessed upon or with respect to the Property, improvements on the Property and personal property that is situated on the Property; provided that Tenant may contest in good faith any such tax, assessment or other governmental charge without subjecting the Property to lien or forfeiture. If an assessment on the Property that is not payable in installments becomes due during the Term, Tenant shall be obligated to pay the fraction of the assessment that is determined by dividing the number of years remaining in the Term by 10. If the Term of this Lease is subsequently extended renewed (i.e. if Tenant and Landlord later enter into a new lease without putting the Property out for competitive bidding as referenced in Section 2.02), then the part of the assessment that Tenant shall be liable for shall be determined by adding the extended or renewal term to the number of years remaining in the Term when the assessment became due. If the Term commences or expires during a tax year, the taxes or assessments

payable for that year will be prorated between Landlord and Tenant. Tenant shall exhibit to Landlord, on demand, receipts evidencing payment of all such taxes, assessments and other governmental charges. Any taxes, installments of assessments on the Property that are due to or collectible by Landlord, or for which Landlord becomes liable that are attributable to any portion of the Term, shall be Additional Rent.

4.04 Utility Charges. Tenant shall pay all charges for utility and other services provided to or used on the Property, including without limitation gas, heating oil, electric, water, sewer, heat, snow removal, telephone, internet service and refuse removal. Tenant shall be solely responsible for the cost of utility connections. Any of the preceding due to or collectible by Landlord shall be Additional Rent.

4.05 Tenant to Pay for City Services. Tenant shall pay for all services provided by the City of Homer that are related to the use or operation of the Property, improvements thereon and Tenant's activities thereon, at the rates established by the City of Homer from time to time for such services, including without limitation wharfage, crane use, ice, and other Port and Harbor services. Tenant shall provide the City of Homer with the information necessary to determine the amount of service charges owed, keep written records of such information for not less than two years after such charges are due, and, upon request, make such records available to the City of Homer for inspection and audit.

4.06 Additional Rent and Landlord's Right to Cure Tenant's Default. All costs or expenses that Tenant is required to pay under this Lease at Landlord's election will be treated as Additional Rent, and Landlord may exercise all rights and remedies provided in this Lease in the event of nonpayment. If Tenant defaults in making any payment required of Tenant or defaults in performing any term, covenant or condition of this Lease that involves the expenditure of money by Tenant, Landlord may, but is not obligated to, make such payment or expenditure on behalf of Tenant, and any and all sums so expended by Landlord, with interest thereon at the Default Rate from the date of expenditure until repaid, will be Additional Rent and shall be repaid by Tenant to Landlord on demand, provided, however, that such payment or expenditure by Landlord will not waive Tenant's default, or affect any of Landlord's remedies for such default.

4.07 Security Deposit. Upon execution of this Lease, and in addition to any other security or credit support provided by or for the benefit of Tenant in entering into this Lease, Tenant shall deposit with Landlord an amount equal to 10% of the annual Base Rent as security for Tenant's performance of its obligations under this Lease. Landlord may comingle the security deposit with other funds of Landlord, and its obligations with respect to such security deposit shall only be as a debtor and not as a trustee or fiduciary. If Tenant defaults in performing any obligation under this Lease, including without limitation the payment of rent, Landlord may apply all or any portion of the security deposit to the payment of any sum in default or any damages suffered by Landlord as result of the default, or any sum that Landlord may be required to incur by reason of the default. Upon demand, Tenant shall deposit with Landlord the amount so applied so that Landlord will have the full deposit on hand at all times during the Term.

ARTICLE 5. SECURITY INTEREST

To secure the performance of Tenant's obligations under this Lease, including without limitation the obligations to pay rent and other sums to be paid by Tenant, Tenant grants to Landlord a lien and security interest in the following collateral: ("Collateral"): (1) all security deposits or other monies owing from Landlord to Tenant (as collateral in the possession of the secured party); (2) all insurance proceeds from any policy insuring the Property or improvements thereon; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; (4) all rents from Tenant's subletting of all or a part of the Property; and

(5) all improvements on the Property, including any Required Improvements. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease shall constitute a mortgage by Tenant as mortgagor of all right, title and interest of Tenant in and to any and all improvements on the Property, including any Required Improvements, in favor of Landlord as mortgagee, and the recorded memorandum of this Lease shall reference Landlord as mortgagee of such improvements. In addition, Tenant shall execute, such financing statements and other instruments as Landlord may now or hereafter reasonably request to evidence the liens, mortgages and security interests granted by Tenant hereunder, including any deed of trust pertaining to additions, alterations and improvements on the Property. This Lease also constitutes a security agreement under the Uniform Commercial Code as enacted in Alaska ("UCC"), and Landlord will have all rights and remedies of a secured party under the UCC regarding the Collateral.

ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

6.01 Use of Property. Tenant shall use and, if applicable, improve the Property only in the manner described in Tenant's proposal or application for the Property as more fully set forth on **Exhibit D**. Tenant's undertaking to use and, if applicable, improve the Property as described on Exhibit D is a material inducement to Landlord leasing the Property to Tenant, and Tenant shall not use or improve the Property for any purpose other than as described on Exhibit D without Landlord's written consent, which consent Landlord may withhold in its sole discretion.

6.02 Required Improvements. Tenant shall, at Tenant's sole expense, construct, and at all times during the Term keep and maintain as the minimum development on the Property the Required Improvements as described on Exhibit D and as depicted more specifically in the site plan and floor plans in **Exhibit E** and **Exhibit F**, respectively. If the Required Improvements are not in place at the commencement of the Term, Tenant shall commence construction of the Required Improvements within one year after the date of commencement of the Term, prosecute the construction of the Required Improvements with diligence, and Complete construction of the Required Improvements within one additional year.

6.03 Construction Prerequisites. Tenant may not commence any construction on the Property, including without limitation construction of the Required Improvements, without first satisfying the following conditions:

(a) Not less than thirty (30) days before commencing construction, Tenant shall submit to Landlord preliminary plans and specifications, and an application for a City of Homer zoning permit, for the construction, showing the layout of proposed buildings and other improvements, ingress and egress, dimensions and locations of utilities, drainage plans, and any other information required for the zoning permit or other required permits. The preliminary plans and specifications are subject to Landlord's approval, which will not be unreasonably withheld, as well as all specific requirements for the issuance of any permits or zoning variances. Landlord shall communicate approval or disapproval in the manner provided for notices hereunder, accompanying any disapproval with a statement of the grounds therefor. Tenant shall be responsible for complying with all laws governing the construction, including any specific requirements for the issuance of any permits or zoning variances, notwithstanding Landlord's approval of preliminary plans and specifications under this paragraph.

(b) Not less than fifteen (15) days before commencing construction, Tenant shall deliver to Landlord one complete set of final working plans and specifications as approved by the governmental agencies whose approval is required for Tenant to commence construction. The final working plans and specifications shall conform substantially to the preliminary plans and specifications previously approved by Landlord, subject to changes made to comply with

suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval.

(c) Not less than five (5) days before commencing construction, Tenant shall give Landlord written notice of its intent to commence construction, and furnish to Landlord the following:

(1) Proof that all applicable federal, state and local permits required for the construction have been obtained.

(2) For construction, alteration or restoration of Required Improvements, a current certificate of insurance with the coverages specified in Section 9.04(c).

6.04 Extensions of Time for Completion of Required Improvements. Landlord shall grant an extension of the time to Complete the Required Improvements for a period of time equal to the duration of an Excusable Delay, upon Tenant's written request describing the nature of the Excusable Delay, provided Tenant has commenced construction in a timely manner and is proceeding diligently to Complete construction.

6.05 Additional and Replacement Improvements.

(a) Construction of alterations, additions improvements that are not consistent with terms of this Lease or the proposed uses for the Property set forth on Exhibit D is prohibited unless the improvements are authorized by an amendment to this Lease approved by the Council via resolution.

(b) Subject to Section 6.05(a), upon satisfying the conditions in section 6.03, Tenant at any time may, but is not obligated to, construct new improvements on the Property and demolish, remove, replace, alter, relocate, reconstruct or add to existing improvements; provided that Tenant is not then in default under this Lease and provided further that Tenant continuously maintains on the Property the Required Improvements, or their equivalent of equal or greater value. Once any work is begun, Tenant shall with reasonable diligence prosecute to Completion all construction of improvements, additions, alterations, or other work. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

6.06 As-Built Survey. Within 30 days after Completion of construction of any improvements on the Property involving construction, alteration, addition, removal or demolition of the foundation, structure, utility services, ingress and egress, or any major changes of all or any part of any structure or improvement on the Property, Tenant shall provide Landlord with three copies of an as-built survey of the Property prepared by a registered professional surveyor, showing the location of all improvements on the Property, including underground utilities, pipelines and pre-existing improvements. Tenant shall accompany the as-built survey with a description of all changes from the approved plans or specifications made during the course of the work.

6.07 Ownership of Improvements. Other than the Required Improvements, any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property by Tenant will be and remain the property of Tenant at all times during the Term and may be removed or replaced by Tenant during the Term, subject to the provisions Section 6.08.

6.08 Disposition of Improvements at End of Term.

(a) Unless excepted by operation of the following subsection (b), any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property become the property of Landlord upon expiration or earlier termination of the Term.

(b) One year before the expiration of the Term, the Landlord and Tenant shall determine if the buildings, fixtures and improvements constructed or maintained on the Property, including the Required Improvements, are structurally sound and in good condition. If such buildings, fixtures and improvements constructed or maintained on the Property are structurally sound and in good condition, Tenant shall leave such improvements intact with all components, including without limitation doors, windows, and plumbing, electrical and mechanical fixtures and systems, in good condition and ready for use or occupancy, upon expiration of the Term, and Tenant shall execute, acknowledge, and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all of Tenant's interest in such buildings, fixtures and improvements. Tenant shall be obligated to and shall remove, prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property that are not structurally sound and in good condition, and Landlord shall not have or obtain any ownership interest in such buildings, fixtures and improvements by reason of this Lease.

(c) If Landlord terminates this Lease because of a default by Tenant prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property shall, at Landlord's option, become the property of Landlord, which may use or dispose of them in its sole discretion. If Landlord elects not to obtain ownership of such buildings, fixtures and improvements under the preceding sentence or elects to remove any of such buildings, fixtures or improvements for any reason, Tenant shall be obligated to and shall remove such buildings, fixtures or improvements.

(d) Tenant shall notify Landlord before commencing the removal of an improvement as required under the preceding subsections (b) and/or (c) and coordinate the removal work with Landlord. Once Tenant commences the removal work, Tenant shall prosecute the removal with reasonable diligence to Completion and shall repair all damages to the Property caused by such removal no later than the expiration of the Term. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

(e) If Tenant fails to remove any improvements from the Property that Tenant is required to remove under and per the terms of the preceding subsections (b), (c) and/or (d), Tenant shall pay Landlord the costs that Landlord incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

ARTICLE 7. CARE AND USE OF THE PROPERTY

7.01 Maintenance of the Property. Tenant at its own cost and expense shall keep the Property and all buildings and improvements that at any time may be situated thereon in a clean, safe and orderly condition, and in good repair at all times during the Term.

7.02 Repair of Improvements.

(a) Except as provided in Section 7.02(b), in the event any buildings or improvements situated on the Property by Tenant are damaged or destroyed by fire, earthquake, tsunami, or other casualty, Tenant shall at Tenant's expense restore the same to good and tenantable condition or shall remove the same as soon as is reasonably possible, but in no event may the period of restoration exceed 18 months nor may the period of removal exceed 45 days.

(b) Unless Tenant is excused from the obligation under this paragraph, if the Required Improvements or any part thereof are damaged or destroyed by fire, earthquake, tsunami, or other casualty, rendering the Required Improvements totally or partially inaccessible or unusable, Tenant shall at Tenant's expense restore the Required Improvements to substantially the same condition as they were in immediately before such damage, provided that:

(1) if the cost of repairing or restoring the Required Improvements, less any available insurance proceeds not reduced by applicable deductibles and coinsurance, exceeds 10% of the replacement cost of the Required Improvements, then Tenant may terminate this Lease by giving notice to Landlord of Tenant's election to terminate within 15 days after determining the restoration cost and replacement cost, and this Lease shall terminate as of the date of such notice;

(2) if the repair or restoration of the Required Improvements would be contrary to law, either party may terminate this Lease immediately by giving notice to the other party; or

(3) if such damage or casualty to the Required Improvements occurs within three years before the end of the Term, Tenant may, in lieu of restoring or replacing the Required Improvements, terminate this Lease by giving written notice of termination to Landlord within 120 days after such damage or casualty.

Nothing in this paragraph relieves Tenant of the obligation to surrender the Property upon the expiration or earlier termination of the Term in the condition required by Section 3.03.

7.03 Nuisances Prohibited. Tenant at all times shall keep the Property in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; junk, abandoned or discarded property, including without limitation vehicles, equipment, machinery or fixtures; and litter, rubbish or trash. Tenant shall not use the Property in any manner that will constitute waste or a nuisance. Landlord, at Tenant's expense and without any liability to Tenant, may remove or abate any such junk, abandoned or discarded property, litter, rubbish or trash, or nuisance on the Property after 15 days written notice to Tenant, or after (4) four hour notice to Tenant in writing, by telephone, facsimile or in person if Landlord makes a written finding that such removal or abatement is required to prevent imminent harm to public health, safety or welfare. Tenant shall pay Landlord all the costs of such removal, plus interest at the Default Rate, as Additional Rent under this Lease. This section does not limit or waive any other remedy available to the City of Homer to abate any nuisance or for the violation of the Homer City Code.

7.04 Compliance with Laws. Tenant's improvement and use of the Property shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the City of Homer Zoning Code and all applicable building codes, now or hereafter in effect.

7.05 Liens. Except as provided in Article 13, Tenant may not permit any lien, including without limitation a mechanic's or materialman's lien, to be recorded against the Property. If any such lien is recorded against the Property, Tenant shall cause the same to be removed; provided that Tenant may in good faith and at Tenant's own expense contest the validity of any such lien without subjecting the Property to foreclosure, and in the case of a mechanic's or materialman's lien, if Tenant has furnished the bond required in A.S. 34.35.072 (or any comparable statute hereafter enacted providing for a bond freeing the Property from the effect of such a lien claim). Tenant shall indemnify and save Landlord harmless from all liability for damages occasioned by any such lien, together with all costs and expenses (including attorneys' fees) incurred by Landlord in negotiating, settling, defending, or otherwise protecting against such lien and shall, in the event of a judgment of foreclosure of the lien, cause the same to be discharged and removed prior to any attempt at execution of such judgment.

7.06 Radio Interference. Upon Landlord's request, Tenant shall discontinue the use on the Property of any source of electromagnetic radiation that interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

7.07 Signs. Tenant may only erect signs on the Property that comply with state and local sign laws and ordinances. City Planning Department approval is required prior to the erection of any sign on the Property.

7.08 Garbage Disposal. Tenant shall keep any garbage, trash, rubbish or other refuse in industry standard containers until removed, and cause all garbage, trash, rubbish or other refuse on the Property to be collected and transported to a Kenai Peninsula Borough solid waste facility or transfer station at least once a week. Tenant may not place garbage, trash, rubbish or other refuse from the Property in Landlord's garbage disposal facilities on the Homer Spit or any other public facility.

7.09 Access Rights of Landlord. Landlord's agents and employees shall have the right, but not the obligation, to enter the Property at all reasonable times to inspect the use and condition of the Property; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Property.

ARTICLE 8. ASSIGNMENT AND SUBLEASE

8.01 Assignment or Sublease Absent Consent is Void.

(a) Tenant shall not assign or sublease its interest in this Lease or in the Property without compliance with applicable provisions of the Lease Ordinance, including applying for and receiving consent of Council, and any attempted assignment or sublease absent such compliance is and shall be null and void and of no effect and, at Landlord's election, will constitute an event of default hereunder.

(b) If Tenant seeks to assign or sublease its interest in this Lease or in the Property, in addition to compliance with applicable provisions of the Lease Ordinance, Tenant shall request consent of Council to such assignment or sublease in writing at least 30 days prior to the effective date of the proposed assignment or sublease, accompanied by a copy of the proposed assignment or sublease. If Tenant subleases any portion of the Property, Tenant shall be assessed Additional Rent equal to 10% of the current Base Rent for the subleased area.

(c) No consent to any assignment or sublease waives Tenant's obligation to obtain Landlord's consent to any subsequent assignment or sublease. An assignment of this Lease shall require the assignee to assume the Tenant's obligations hereunder, and shall not release Tenant from liability hereunder unless Landlord specifically so provides in writing.

8.02. Events that Constitute an Assignment. If Tenant is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of one or more partners or members owning 25% or more of the entity, or the dissolution of the entity, will be deemed an assignment to the Tenant as reconstituted, subject to Section 8.01 and the Lease Ordinance. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of 25% of the value of the assets of Tenant, will be deemed an assignment to the Tenant as reconstituted, subject to Section 8.01 and the Lease Ordinance; provided that if Tenant is a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of Tenant will not constitute such an assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 25% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors.

8.03. Costs of Landlord's Consent to be Borne by Tenant. As a condition to Landlord's consent to any assignment or sublease under section 8.01 and the Lease Ordinance, Tenant shall pay Landlord's reasonable costs, including without limitation attorney's fees and the expenses of due diligence inquiries, incurred in connection with any request by Tenant for Landlord's consent to the assignment or sublease.

ARTICLE 9. LIABILITY, INDEMNITY AND INSURANCE

9.01 Limitation of Landlord Liability. Landlord, its officers and employees shall not be liable to Tenant for any damage to the Property or the buildings and improvements thereon, or for death or injury of any person or damage to any property, from any cause; however, this provision shall not affect the liability of Landlord, its officers and employees on any claim to the extent the claim arises from their negligence or willful misconduct.

9.02 Indemnity Generally. Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from all claims arising from death or injury of any person or damage to any property occurring in or about the Property; however, this provision shall not apply to any claim to the extent the claim arises from the sole negligence or willful misconduct of Landlord, its officers and employees.

9.03 Indemnity for Emergency Service Costs. Without limiting the generality of Section 9.02, in the event of a major fire or other emergency, Tenant shall reimburse Landlord for the cost of providing fire-fighting and other emergency service to Tenant, the Property or at any other location where the fire or emergency requiring response arises from or is related to the use of the Property or Tenant's operations. For purposes of this section, a major fire or other emergency is one that requires more than five man-hours of effort by the City of Homer Fire Department.

9.04 Insurance Requirements.

(a) Without limiting Tenant's obligations to indemnify under this Lease, Tenant at its own expense shall maintain in force such policies of insurance with a carrier or carriers reasonably satisfactory to Landlord and authorized to conduct business in the state of Alaska, as Landlord may reasonably determine are required to protect Landlord from liability arising from Tenant's activities under this Lease, including the minimum insurance requirements set forth for tenants under the Lease Ordinance. Landlord's insurance requirements in the Lease Ordinance (or any superseding policy permitted under the Lease Ordinance) specify only the minimum acceptable coverage and limits, and if Tenant's policy contains broader coverage or higher limits, Landlord shall be entitled to such coverage to the extent of such higher limits.

(b) Without limiting the generality of the foregoing, Tenant shall maintain in force at all times during the Term the following minimum policies of insurance:

(1) Comprehensive general liability insurance with limits of liability not less than a combined single limit for bodily injury and property damage of $1,000,000 each occurrence and $2,000,000 aggregate. This insurance shall also be endorsed to provide contractual liability insuring Tenant's obligations to indemnify under this Lease.

(2) Comprehensive automobile liability covering all owned, hired and non-owned vehicles with coverage limits not less than $1,000,000 occurrence combined single limit for bodily injury and property damage.

(3) Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than $1,000,000 per person,

$1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of Landlord.

(4) Based on the authorized uses of the Property stated in Section 6.01, environmental insurance is not required. However, if Tenant uses the Property, with or without authorization from the Landlord, for purposes other than those stated in paragraph Section 6.01, if Landlord so elects, and within 10 days after Landlord gives notice of such election, Tenant shall procure and at all times thereafter maintain, at its expense, environmental remediation and environmental impairment liability, including sudden and accidental coverage, gradual pollution coverage, and clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property, with coverage limits not less than $1,000,000 for any one accident or occurrence. Coverage shall extend to loss arising as a result of the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.

(5) Property insurance covering the Required Improvements described in Section 6.02 in an amount not less than full replacement cost of the Required Improvements. This policy shall include boiler and machinery coverage.

(c) During any construction of the Required Improvements and during any subsequent alteration or restoration of the Required Improvements at a cost in excess of $250,000 per job, Tenant shall maintain builder's risk insurance in an amount equal to the completed value of the project.

(d) Tenant shall furnish Landlord with certificates evidencing the required insurance not later than the date as of which this Lease requires the insurance to be in effect, and the provision of any such certificates due at or prior to the commencement of the Term shall be a condition precedent to the commencement of the Term. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced, without at least 30 days' prior written notice to Landlord. Landlord shall be named as an additional insured under all policies of liability insurance required of Tenant. Landlord's acceptance of a deficient certificate of insurance does not waive any insurance requirement in this Lease. Tenant also shall grant Landlord permission to obtain copies of insurance policies from all insurers providing required coverage to Tenant by executing and delivering to Landlord such authorizations substantially in the form of **Exhibit G** as Landlord may request.

ARTICLE 10. ENVIRONMENTAL MATTERS

10.01 Use of Hazardous Substances. Tenant shall not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except as is necessary or useful to Tenant's authorized uses of the Property stated in Section 6.01, and only in compliance with all applicable Environmental Laws. Any Hazardous Substance permitted on the Property as provided in this section, and all containers therefor, shall be handled, used, kept, stored and disposed of in a manner that complies with all applicable Environmental Laws, and handled only by properly trained personnel.

10.02 Prevention of Releases. Tenant shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant or any of its agents, employees, contractors, tenants, subtenants, invitees or other users or occupants of the Property, a release of any Hazardous Substance onto the Property or onto any other property.

10.03 Compliance with Environmental Laws. Tenant at all times and in all respects shall comply, and will use its best efforts to cause all tenants, subtenants and other users and occupants of the Property to comply, with all Environmental Laws, including without limitation the duty to undertake the following specific actions: (i) Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of, any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, all Hazardous Substances from or on the Property to be treated and/or disposed of by Tenant will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

10.04 Notice. Tenant shall promptly give Landlord (i) written notice and a copy of any notice or correspondence it receives from any federal, state or other government agency regarding Hazardous Substances on the Property or Hazardous Substances which affect or will affect the Property; (ii) written notice of any knowledge or information Tenant obtains regarding Hazardous Substances or losses incurred or expected to be incurred by Tenant or any government agency to study, assess, contain or remove any Hazardous Substances on or near the Property, and (iii) written notice of any knowledge or information Tenant obtains regarding the release or discovery of Hazardous Substances on the Property.

10.05 Remedial Action. If the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property of any Hazardous Substance (i) gives rise to liability (including but not limited to a response action, remedial action or removal action) under any Environmental Law, (ii) causes a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Tenant shall, at its sole expense, promptly take any and all remedial and removal action necessary to clean up the Property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

10.06 Indemnification. Subject to Section 10.09, Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from and against any and all claims, disbursements, demands, damages (including but not limited to consequential, indirect or punitive damages), losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including experts', consultants' and attorneys' fees and expenses, and including without limitation remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs), imposed against Landlord, arising directly or indirectly from or out of, or in any way connected with (i) the failure of Tenant to comply with its obligations under this Article; (ii) any activities on the Property during Tenant's past, present or future possession or control of the Property which directly or indirectly resulted in the Property being contaminated with Hazardous Substances; (iii) the discovery of Hazardous Substances on the Property whose presence was caused during the possession or control of the Property by Tenant; (iv) the clean-up of Hazardous Substances on the Property; and (v) any injury or harm of any type to any person or damage to any property arising out of or relating to Hazardous Substances on the Property or from the Property on any other property. The liabilities, losses, claims, damages, and expenses for which Landlord is indemnified under this section shall be reimbursable to Landlord as and when the obligation of Landlord to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Tenant shall pay such liability, losses, claims, damages and expenses to Landlord as so incurred within 10 days after notice from Landlord itemizing in reasonable detail the amounts incurred (provided that no itemization of costs and expenses of counsel to Landlord is required where, in the determination of Landlord, such itemization could be deemed a waiver of attorney-client privilege).

10.07 Survival of Obligations. The obligations of Tenant in this Article, including without limitation the indemnity provided for in Section 10.06, are separate and distinct obligations from Tenant's obligations otherwise provided for herein and shall continue in effect after the expiration of the Term.

10.08 Claims against Third Parties. Nothing in this Article shall prejudice or impair the rights or claims of Tenant against any person other than Landlord with respect to the presence of Hazardous Substances as set forth above.

10.09 Extent of Tenant's Obligations. Tenant's obligations under this Article apply only to acts, omissions or conditions that (i) occur in whole or in part during the Term or during any time of Tenant's possession or occupancy of the Property prior to or after the Term of this Lease; or (ii) are proximately caused in whole or in part by the occupancy of, use of, operations on, or actions on or arising out of the Property by Tenant or its employees, agents, customers, invitees or contractors.

10.10 Inspection at Expiration of Term. Within 90 days before the expiration of the Term, Tenant shall at its own expense obtain a Phase I environmental inspection of the Property, and conduct any further inspection, including without limitation test holes, that is indicated by the results of the Phase I inspection. Tenant, at its own expense, shall remediate any contamination of the Property that is revealed by the inspections and that is Tenant's responsibility under this Article.

ARTICLE 11. CONDEMNATION

11.01 Article Determines Parties' Rights and Obligations. If any entity having the power of eminent domain exercises that power to condemn the Property, or any part thereof or interest therein, or acquires the Property, or any part thereof or interest therein by a sale or transfer in lieu of condemnation, the interests of Landlord and Tenant in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease will be as provided in this Article.

11.02 Total Taking. If all of the Property is taken or so transferred, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority.

11.03. Partial Taking. If the taking or transfer of part of the Property causes the remainder of the Property to be not effectively and practicably usable in the opinion of the Tenant for the purpose of operation thereon of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority. If the taking or transfer of part of the Property leaves the remainder of the Property effectively and practicably usable in the opinion of Tenant for the operation of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate as to the portion of the Property so taken or transferred on the date title to the Property vests in the condemning authority**,** but will continue in full force and effect as to the portion of the Property not so taken or transferred, and the Base Rent will abate in the proportion that the portion of the Property taken bears to all of the Property.

11.04 Compensation. Landlord and Tenant each may make a claim against the condemning or taking authority for the amount of just compensation due to it. Tenant shall make no claim against Landlord for damages for termination of the leasehold or interference with Tenant's business, even if Landlord is the condemning or taking authority. Neither Tenant nor Landlord will have any rights in or to any award made to the other by the condemning authority; provided, that if a single award to Landlord includes specific damages for loss of Tenant's leasehold interest separately awarded in the eminent domain proceeding and not as a part of the damages recoverable by Landlord, Landlord will transmit such separately awarded damages to Tenant.

ARTICLE 12. DEFAULT

12.01. Events of Default. Each of the following shall constitute an event of default under this Lease:

(a) The failure of Tenant to pay Rent or any other sum of money due under this Lease within ten (10) days after the date such payment is due.

(b) The failure of Tenant to perform or observe any covenant or condition of this Lease, other than a default in the payment of money described in the preceding subsection (a), which is not cured within thirty (30) days after notice thereof from Landlord to Tenant, unless the default is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as Tenant shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.

(c) The use of the Property or buildings and improvements thereon for purposes other than those permitted herein, to which Landlord has not given its written consent.

(d) The commencement of a case under any chapter of the federal Bankruptcy Code by or against Tenant, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as bankrupt or insolvent, or the reorganization of Tenant, or an arrangement by Tenant with its creditors, unless the petition is filed or case commenced by a party other than Tenant and is withdrawn or dismissed within ninety (90) days after the date of its filing.

(e) The admission in writing by Tenant of its inability to pay its debts when due; the appointment of a receiver or trustee for the business or property of Tenant, unless such appointment shall be vacated within ten (10) days after its entry; Tenant making an assignment for the benefit of creditors; or the voluntary or involuntary dissolution of Tenant.

12.02 Landlord's Remedies. Upon the occurrence of an event default, Landlord has all of the following remedies, all in addition to any other remedies that Landlord may have at law or in equity:

(a) Landlord may terminate this Lease by written notice to Tenant, upon which termination Tenant shall immediately surrender possession of the Property, vacate the Property, and deliver possession of the Property to Landlord. Tenant hereby makes a present grant to Landlord of a full, free and irrevocable license to enter into and upon the Property, in the event Landlord terminates this Lease in accordance with this subsection (a), and to repossess the Property, to expel or remove Tenant and any others who may be occupying or within the Property, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(b) Landlord may by written notice declare Tenant's right to possession of the Property terminated without terminating this Lease. Tenant hereby makes a present grant to Landlord of a full, free and irrevocable license to enter into and upon the Property, in the event Landlord terminates Tenant's right of possession in accordance with this subsection (b), and to repossess the Property, to expel or remove Tenant and any others who may be occupying or within the Property, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

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

(d) Landlord may collect any and all rents due or to become due from subtenants or other occupants of the Property.

(e) Landlord may recover from Tenant, with or without terminating this Lease, actual attorney's fees and other expenses incurred by Landlord by reason of Tenant's default and elect to recover damages described under either (1) or (2):

(1) from time to time, an amount equal to the sum of all Base Rent and other sums that have become due and remain unpaid, less the rent, if any, collected by Landlord on reletting the Property reduced by the amount of all expenses incurred by Landlord in connection with reletting the Property; or

(2) immediately upon Tenant's default, an amount equal to the difference between the Base Rent and the fair rental value of the Property for the remainder of the Term, discounted to the date of such default at a rate per annum equal to the rate at which Landlord could borrow funds for the same period as of the date of such default.

(f) Reentry or reletting of the Property, or any part thereof, shall not terminate this Lease, unless accompanied by Landlord's written notice of termination to Tenant.

12.03 Assignment of Rents. Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Property, and Landlord, as assignee and attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease, except that Tenant has the right to collect such rent until the occurrence of an event of default by Tenant.

ARTICLE 13. LEASEHOLD MORTGAGES

13.01. Mortgage of Leasehold Interest. Tenant shall have the right at any time, and from time to time, to subject the leasehold estate and any or all of Tenant's improvements situated on the Property to one or more deeds of trust, mortgages, and other collateral security instruments as security for a loan or loans or other obligation of Tenant (each a "Leasehold Mortgage"), subject to the remainder of this Article 13.

13.02 Subordinate to Lease. The Leasehold Mortgage and all rights acquired under it shall be subject and subordinate to all the terms of this Lease, and to all rights and interests of Landlord except as otherwise provided in this Lease.

13.03 Notice to Landlord. Tenant shall give Landlord notice before executing each Leasehold Mortgage, and shall accompany the notice with a true copy of the note and the Leasehold Mortgage as proposed for execution. Upon Landlord's written consent to the Leasehold Mortgage and upon execution of the Leasehold Mortgage by all parties, the mortgagee shall become a Qualified Mortgagee as that term is used in this Lease. Tenant also shall deliver to Landlord a true and correct copy of any notice from a Qualified Mortgagee of default or acceleration of the maturity of the note secured by a Leasehold Mortgage promptly following Tenant's receipt thereof.

13.04 Modification or Termination. No action by Tenant or Landlord to cancel, surrender, or materially modify the economic terms of this Lease or the provisions of Article 11 will be binding upon a Qualified Mortgagee without its prior written consent.

13.05 Notice to Qualified Mortgagee.

(a) If Landlord gives any notice hereunder to Tenant, including without limitation a notice of an event of default, Landlord shall give a copy of the notice to each Qualified Mortgagee at the address previously designated by it.

(b) If a Qualified Mortgagee changes its address or assigns the Leasehold Mortgage, the Qualified Mortgagee or assignee may change the address to which such copies of notices hereunder shall be sent by written notice to Landlord. Landlord will not be bound to recognize any assignment of a Qualified Mortgage unless and until Landlord has been given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, the assignee will be deemed to be the Qualified Mortgagee hereunder with respect to the assigned Leasehold Mortgage.

(c) If a Leasehold Mortgage is held by more than one person, Landlord shall not be required to give notices to the Qualified Mortgagee of the Leasehold Mortgage unless and until all of the holders of the Leasehold Mortgage give Landlord an original executed counterpart of a written designation of one of their number to receive notices hereunder. Notice given to the one so designated is effective as notice to all them.

13.06 Performance of Tenant Obligations.

(a) A Qualified Mortgagee may perform any obligation of Tenant and remedy any default by Tenant under this Lease within the time periods specified in the Lease, and Landlord shall accept such performance with the same force and effect as if furnished by Tenant; provided, however, that the Qualified Mortgagee will not thereby be subrogated to the rights of Landlord.

(b) Tenant may delegate irrevocably to a Qualified Mortgagee the non-exclusive authority to exercise any or all of Tenant's rights hereunder, but no such delegation will be binding upon Landlord unless and until either Tenant or the Qualified Mortgagee gives Landlord a true copy of a written instrument effecting such delegation.

(c) If Tenant defaults in the payment of any monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 10 days after the expiration of any grace or cure periods granted Tenant herein. If Tenant defaults in the performance of any non-monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 30 days after the expiration of any grace or cure periods granted Tenant herein.

13.07 Possession by Qualified Mortgagee. A Qualified Mortgagee may take possession of the Property and vest in the interest of Tenant in this Lease upon the performance of the following conditions:

(a) The payment to Landlord of any and all sums due to Landlord under this Lease, including without limitation accrued unpaid rent.

(b) The sending of a written notice to Landlord and Tenant of the Qualified Mortgagee's intent to take possession of the Property and assume the Lease.

(c) The curing of all defaults not remediable by the payment of money within an additional 30 days after the date upon which such default was required to be cured by Tenant under the terms of this Lease.

13.08 No Liability of Mortgagee Without Possession. A Qualified Mortgagee shall have no liability or obligation under this Lease unless and until it sends to Landlord the written notice described in paragraph 13.07(b). Nothing in this Lease or in the taking of possession of the Property and assumption of the Lease by a Qualified Mortgagee or a subsequent assignee shall relieve Tenant of any duty or liability to Landlord under this Lease.

13.09 New Lease. If a Qualified Mortgagee acquires Tenant's leasehold as a result of a judicial or non-judicial foreclosure under a Leasehold Mortgage, or by means of a deed in lieu of foreclosure, the Qualified Mortgagee thereafter may assign or transfer Tenant's leasehold to an assignee upon obtaining Landlord's written consent thereto, which consent will not be unreasonably withheld or delayed but which assignment will be subject to all of the other provisions of Article 8 and any provisions of the Lease Ordinance concerning acceptable assignees. Upon such acquisition by a Qualified Mortgagee or its assignee of Tenant's leasehold, Landlord will execute and deliver a new ground lease of the Property to the Qualified Mortgagee or its assignee not later than 120 days after such party's acquisition of Tenant's leasehold. The new ground lease will be identical in form and content to this Lease, except with respect to the parties thereto, the term thereof (which will be co-extensive with the remaining Term hereof), and the elimination of any requirements that Tenant fulfilled prior thereto, and the new ground lease will have priority equal to the priority of this Lease. Upon execution and delivery of the new ground lease, Landlord will cooperate with the new tenant, at the sole expense of said new tenant, in taking such action as may be necessary to cancel and discharge this Lease and to remove Tenant from the Property.

ARTICLE 14. GENERAL PROVISIONS

14.01 Authority. Tenant represents and warrants that it has complete and unconditional authority to enter into this Lease; this Lease has been duly authorized by Tenant's governing body; this Lease is a binding and enforceable agreement of and against Tenant; and the person executing the Lease on Tenant's behalf is duly and properly authorized to do so.

14.02 Estoppel Certificates. Either party shall at any time and from time to time upon not less than 30 days prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is in full force and effect and has not been amended (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments); that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the Base Rent and other charges have been paid in advance. The requesting party shall pay the cost of preparing an estoppel certificate, including the cost of conducting due diligence investigation and attorney's fees.

14.03 Delivery of Notices -Method and Time. All notices, demands or requests from one party to another shall be delivered in person or be sent by (i) mail, certified or registered, postage prepaid, (ii) reputable overnight air courier service, or (iii) electronic mail or facsimile transmission (accompanied by reasonable evidence of receipt of the transmission and with a confirmation copy mailed by first class mail no later than the day after transmission) to the address for the recipient in Section 14.04 and will be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

14.04 Addresses for Notices. All notices, demands and requests from Tenant to Landlord shall be given to Landlord at the following address:

City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603
Facsimile: (907) 235-3148
Email: citymanager@cityofhomer-ak.gov

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

HOMER ENTERPRISES, LLC
Attn: Tabor Ashment
41240 Crested Crane St,
Homer, AK 99603
Email: seefish075@gmail.com

Each party may, from time to time, designate a different address or different agent for service of process by notice given in conformity with Section 14.03.

14.05 Time of Essence. Time is of the essence of each provision of this Lease.

14.06 Computation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" will mean all holidays as defined by the statutes of Alaska.

14.07 Interpretation. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Lease. The language in this Lease shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.

14.08 Captions. The captions or headings in this lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

14.09 Independent Contractor Status. Landlord and Tenant are independent contractors under this Lease, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between Landlord and Tenant. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party.

14.10 Parties Interested Herein. Nothing in this Lease, express or implied, is intended or shall be construed to give to any person other than Landlord, Tenant and any Qualified Mortgagee any right, remedy or claim, legal or equitable, under or by reason of this Lease. The covenants, stipulations and agreements contained in this Lease are and shall be for the sole and exclusive benefit of Landlord, Tenant and any Qualified Mortgagee, and their permitted successors and assigns.

14.11 Multi-Party Tenant. If Tenant is comprised of more than one natural person or legal entity, the obligations under this Lease imposed upon Tenant are joint and several obligations of all such persons and entities. All notices, payments, and agreements given or made by, with, or

to any one of such persons or entities will be deemed to have been given or made by, with, or to all of them, unless expressly agreed otherwise by Landlord in writing.

14.12 Broker's Commissions. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

14.13 Successors and Assigns. This Lease shall be binding upon the successors and assigns of Landlord and Tenant, and shall inure to the benefit of the permitted successors and assigns of Landlord and Tenant.

14.14 Waiver. No waiver by a party of any right hereunder may be implied from the party's conduct or failure to act, and neither party may waive any right hereunder except by a writing signed by the party's authorized representative. The lapse of time without giving notice or taking other action does not waive any breach of a provision of this Lease. No waiver of a right on one occasion applies to any different facts or circumstances or to any future events, even if involving similar facts and circumstances. No waiver of any right hereunder constitutes a waiver of any other right hereunder.

14.15 Attorney's Fees.

(a) If Landlord is involuntarily made a party to any litigation concerning this Lease or the Property by reason of any act or omission of Tenant, or if Landlord is made a party to any litigation brought by or against Tenant without any fault on the part of Landlord, then Tenant shall pay the amounts reasonably incurred and expended by Landlord, including the reasonable fees of Landlord's agents and attorneys and all expenses incurred in defense of such litigation.

(b) In the event of litigation between Landlord and Tenant concerning enforcement of any right or obligation under this Lease, the non-prevailing party shall reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation.

14.16 Severability. If any provision of this Lease shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Lease, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Lease shall remain in full force and effect.

14.17 Entire Agreement, Amendment. This Lease constitutes the entire and integrated agreement between Landlord and Tenant concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Landlord shall bind Landlord or be enforceable by Tenant unless specifically set forth in this Lease. This Lease may be amended only by written instrument executed and acknowledged by both Landlord and Tenant.

14.18 Governing Law and Venue. This Lease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

14.19 Execution in Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

14.20 Prior Lease Amended And Superseded. A prior lease exists affecting the Property dated February 1 2019 a memorandum of which has been recorded in the records of the Homer Recording District under Document No. 2019-000185-0 (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of October 1, 2020, and on and after that date the Prior Lease shall have no force or effect, except that it shall remain in effect as to events, rights, obligations, or remedies arising or accruing under the Prior Lease prior to that date.

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

Landlord:	**Tenant:**
CITY OF HOMER	**HOMER ENTERPRISES, LLC**
By: _____	_____
Rob Dumochel, City Manager	Tabor Ashment, Owner

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2020, by Rob Dumochel, 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 _____, 2020, by Tabor Ashment, as owner of HOMER ENTERPRISES, LLC on behalf of HOMER ENTERPRISES, LLC.

_____
Notary Public in and for Alaska

My Commission Expires: _____

EXHIBIT A

SCHEDULE OF ORGANIZATION, OWNERS, PERCENTAGE OF OWNERSHIP

Tenant, HOMER ENTERPRISES, LLC, is a limited liability company organized under the laws of the state of Alaska. Attached to this exhibit is a certificate issued by that state certifying that Tenant is in good standing and describing its legal organization.

The members and their percentage of ownership are as follows:

Name: Tabor Ashment, Owner of Homer Enterprises LLC	100 %
Address: 41240 Crested Crane St., Homer AK 99603	
TOTAL	100 %

EXHIBIT B

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

EXHIBIT C

LOCATION OF PROPERTY

(Section 2.01)

A portion of Lot 5, as shown on the subdivision plat entitled HOMER SPIT filed as amended plat number 89-34 in the Homer Recording District, City of Homer, Kenai Peninsula Borough, State of Alaska, also being within the southeast ¼ of Section 35, Township 6 South, Range 13 West of the Seward Meridian, and more certainly described as;

Beginning at a point on the edge of the right-of-way of the Homer Spit road, the east corner of Lot 4 being also the northerly corner of said Lot % as shown on Sheet Two of said subdivision plat;

Thence along the boundary of Lot 5, coincident with the edge of the right-of-way of the Homer Spit Road S 45 45'50" E 150.92 feet to the beginning of a curve to the left;

Thence along the arc of said curve to the left 128.88 feet, said curve having a radius of 5819.33 feet, a central angle of 1 16'08" and is subtended by a chord bearing S 46 23'55" E for 128.875 feet to the east corner of said Lot 5, said corner being in common with Lot 6; Thence leaving said right-of-way, S 42 58'02" W 71.96 feet along the boundary common with Lot 5 and Lot 6;

Thence leaving said boundary N 45 45'50" W 353.43 feet to the north boundary of Lot 5 being in common with Lot 4;

Thence along said common boundary N 89 51'14" E 100.82 feet to the Point of beginning. Containing an area of 22,388 square feet (0.514 acre);

Also known as Kenai Peninsula Borough Tax Parcel No. 181-03-105;

Also known as 3815 Homer Spit Rd #A, Homer AK 99603.

EXHIBIT D

TENANT'S PROPOSED USE OF THE PROPERTY

(Section 6.01)

The Purpose of Use "The Sport Shed"

The primary use is retail of products in the marine industry. The sale of bait, tackle, safty equipment, repair items. In addition is the sale of warm clothing, raingear and boots.

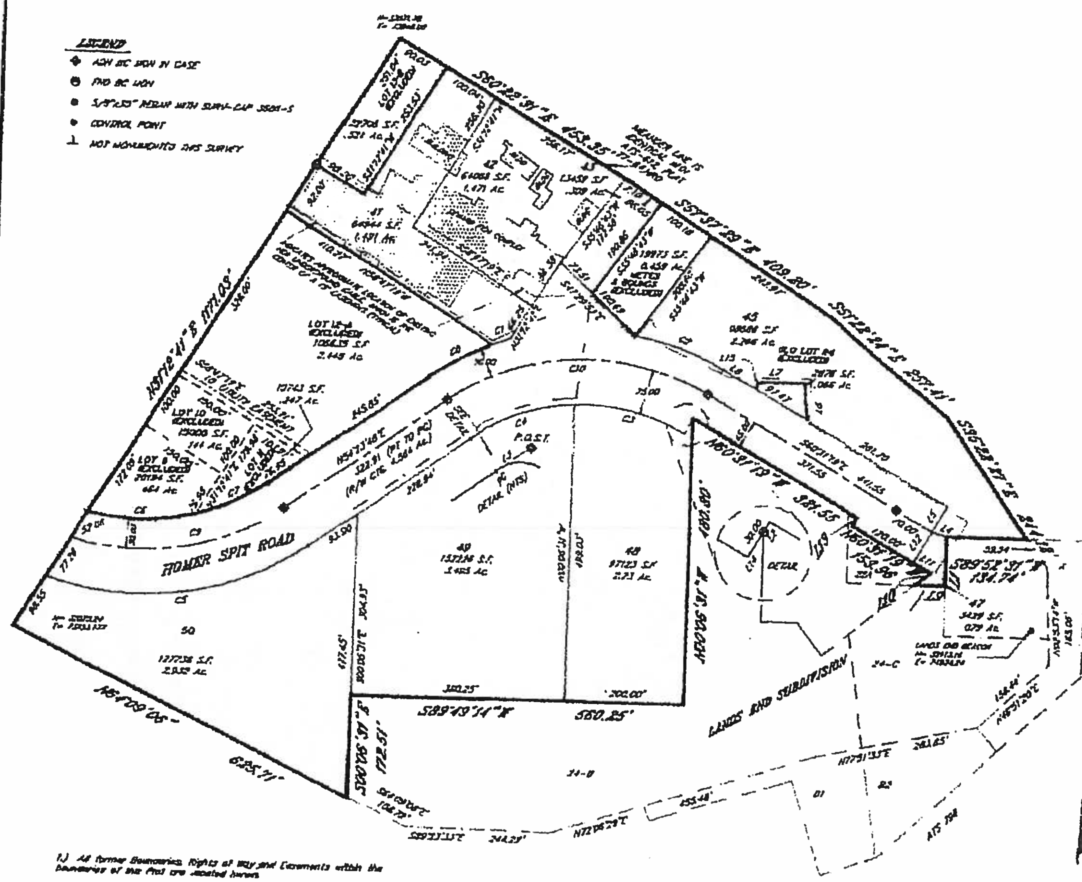
There is also lodging which has not been opened this year due to Covid 19 concerns.

Tabor Ashment

EXHIBIT E

SITE PLANS

(Section 6.02)



No.	Bearing	Distance
L1	S00°08'53"E	82.50'
L2	S79°26'11"W	1.22'
L3	S54°25'46"W	3.01'
L4	N35°59'00"W	25.00'
L5	S79°26'11"W	50.00'
L6	S23°23'56"E	38.65
L7	S89°51'04"W	75.00
L8	N60°31'28"W	62.50
L9	S89°33'33"W	30.38'
L10	N30°48'07"E	32.50'
L11	S80°31'19"W	13.96
L12	N79°26'11"E	60.00'
L13	S79°26'11"W	15.00'
L14	N23°26'17"E	28.70'
L15	N25°25'47"E	13.14

No.	Delta	Radius	Arc Length
C1	04°71'43"	452.69	33.66
C2	19°57'23"	458.69	160.07
C3	33°08'20"	334.69	193.58
C4	31°37'25"	334.69	185.67
C5	54°01'23"	484.1	456.43
C6	28°22'28"	358.1	177.84
C7	21°24'25"	358.1	132.08
C8	14°48'30"	458.69	118.01
C9	51°37'34"	402.1	362.03
C10	63°04'32"	408.69	465.34

1.) All former Boundaries, Rights of Way and Easements within the boundaries of this Plat are vacated hereon.

2.) The Boundaries Rights of Way and Easements instituted per this Plat constitute BOUNDARY AGREEMENTS among all Signators.

3.) Soils on these lots may or may not be suitable for conventional on-site waste disposal systems. No person may construct, install, operate or maintain a pressurized water system or a water-borne waste disposal system unless approval of the Alaska Department of Environmental Conservation is obtained. The burden of providing soils data, groundwater information, engineering designs and any other information required by the Department to complete a review of the proposed system rests solely on the individual lot owner.

89-34
Homer 40-
9-21-89
10:22 A

89-15
RECORDED Homer
4-19-89
9:50 A

DATE MAY 1986
SCALE 1" = 100'
GRID No. H 1 THRU 5
FLD. BK. No. 178
DISK No. C1.18
JOB No. 1778

HOMER SPIT
AMENDED
A RESUBDIVISION OF PORTIONS OF SEC. 35 AND 36 TWP. 6S AND PORTIONS OF SEC. 1 AND 2, TWP. 7S ALL WITHIN RGE. 13W, S.M. AND WITHIN THE CITY OF HOMER, ALASKA

THIS SHEET SHOWING TRACT ACRES

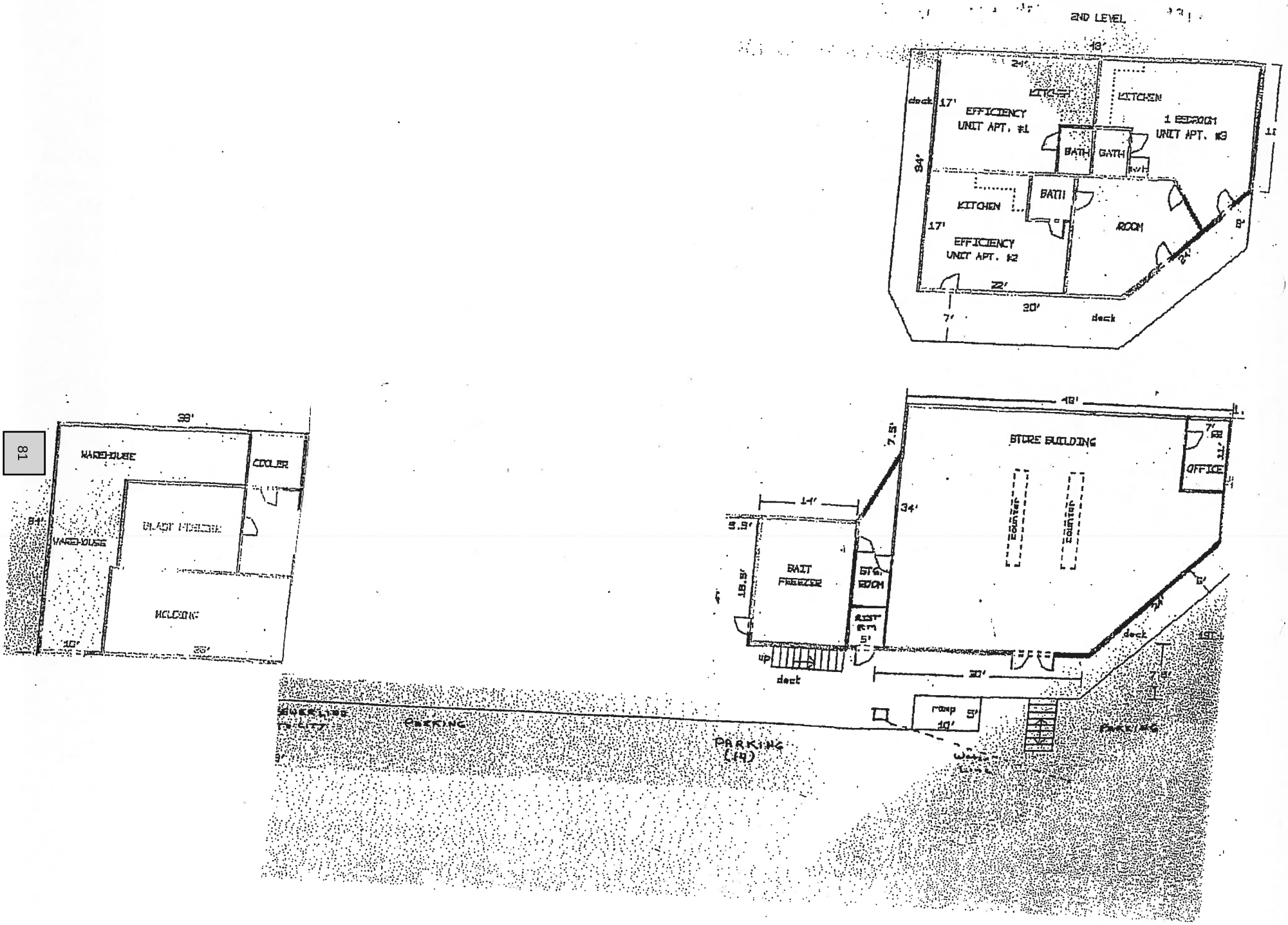
ABILITY SURVEYS
JERRY A. ANDERSON PLS

HANSON & CO.
MARVIN L. HANSON PLS
(A JOINT-VENTURE)
(907) 235-8440
BOX 375 HOMER ALASKA 99603

EXHIBIT F

FLOOR PLANS

(Section 6.02)


2ND LEVEL
EFFICIENCY UNIT APT. #1
KITCHEN
KITCHEN
1 BEDROOM UNIT APT. #3
BATH
BATH
BATH
KITCHEN
EFFICIENCY UNIT APT. #2
ROOM
deck
deck
WAREHOUSE
COOLER
WAREHOUSE
HOUSING
STORE BUILDING
OFFICE
BAIT FREEZER
BAIT ROOM
deck
ramp
PARKING (19)
PARKING
81

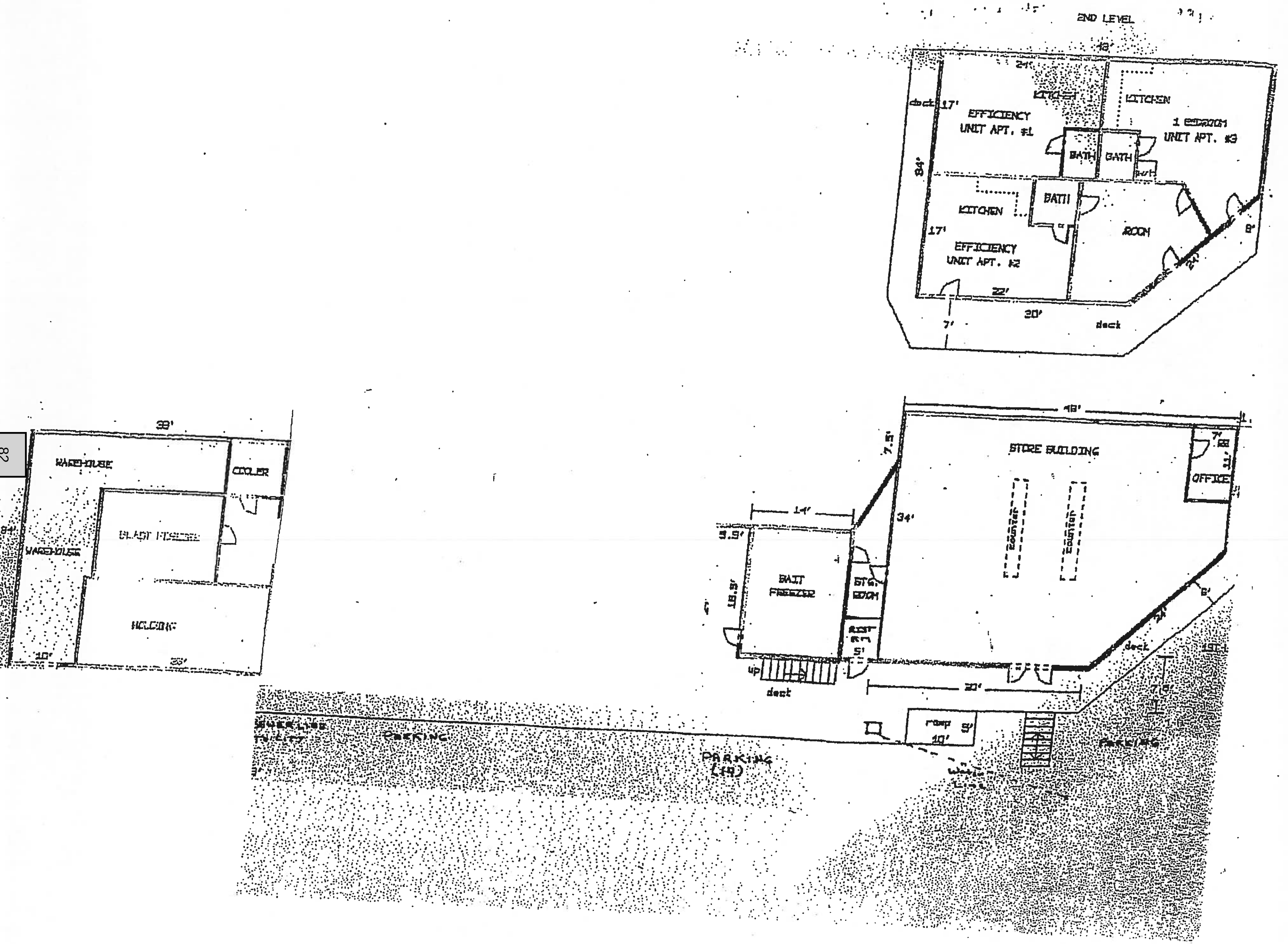

2ND LEVEL
48'
24'
KITCHEN
EFFICIENCY
UNIT APT. #1
deck
17'
34'
KITCHEN
1 BEDROOM
UNIT APT. #3
BATH
BATH
BATH
KITCHEN
EFFICIENCY
UNIT APT. #2
17'
22'
ROOM
8'
24'
7'
30'
deck
48'
STORE BUILDING
COUNTER
COUNTER
OFFICE
7'
7.5'
34'
14'
BAIT
FREEZER
STG.
ROOM
REST
RM
5'
18.5'
up
deck
30'
8'
24'
deck
ramp
9'
10'
PARKING
PARKING
(19)
PARKING
38'
WAREHOUSE
COOLER
BLAST FREEZER
34'
WAREHOUSE
HOLDING
10'
28'

EXHIBIT G

PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

The City of Homer is hereby granted permission to request and obtain copies of HOMER ENTERPRISES, LLC ("Tenant") insurance policies from Tenant's broker and/or insurer, _____. Tenant requests the broker/insurer to provide the City of Homer with information about and copies of all of Tenant's insurance policies providing the type of coverage required by the Lease between Tenant and the City of Homer.

It is understood that the Tenant may revoke this permission at any time by written notice to City of Homer and to Tenant's broker and/or insurer; however, such revocation will constitute a default of Tenant's lease from the City of Homer.

Date: _____

HOMER ENTERPRISES, LLC

Signature:_____

Printed Name:_____

Title:_____

City of Homer
www.cityofhomer-ak.gov

Port and Harbor
4311 Freight Dock Road
Homer, AK 99603
port@cityofhomer-ak.gov
(p) 907-235-3160
(f) 907-235-3152

Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: AUGUST 11 2020

SUBJECT: PROPOSED KBNERR PLAN AND MOU REVIEW

The Kachemak Bay National Estuarine Research Reserve (KBNERR) is in the process of updating their Management Plan and partnerships. In 1998, the City of Homer signed a Memorandum of Understanding with ADF&G to "assist the governmental agencies in cooperatively managing the areas within the boundaries of KBNERR." At that time, ADF&G was assigned by the State as the agency responsible for managing the Reserve.

In November 2019, the UAA Alaska Center for Conservation Science's Director Matt Carlson contacted the City with a request to update the MOU since it is now the University of Alaska, Anchorage that is responsible for managing KBNERR. The MOU is tied to KBNERR's Management Plan, which is also being updated. Port and Harbor and Administration received the final draft of the Kachemak Bay National Estuarine Research Reserve's (KBNERR) on July 6th from KBNERR Reserve Manager Coowe Walker. As implied in the MOU, KBNERR requests the City of Homer provide a critical review of the draft management plan.

Background:

- Homer City Council has passed legislation over the years supporting the efforts of KBNERR, namely Resolutions 18-027, 14-030, 98-14, and 96-106.
- KBNERR has historically provided beneficial services to the City, including baseline data on coastal bluff erosion currently being used to inform capital improvements to the Seawall; assess nearshore fish prior to harbor expansion; provide trainings on green infrastructure; work on the City's climate action plan; and most recently applying groundwater models for the Bridge Creek reservoir, and exploring options for financing coastal peatlands.
- The Homer Harbor and area slated for expansion are not part of KBNERR's domain. In 2014, the harbor and surrounding areas were excluded from the Kachemak Bay Critical Habitat Area managed by ADF&G after findings that this area should not be precluded from development on account of environmental needs/sensitivity. This important City project will not be hindered as a result of this partnership.

Going Forward:

- The updated MOU provides the opportunity for the City to partner with the UAA system and receive benefits like a free exchange of management, research, and assessment data while making sure KBNERR is in compliance with City regulations.
- Points of interest in the updated Management Plan and possible ways the Port can benefit:

- long-term datasets that facilitate understanding of regional ecological shifts (such as fish and sea life) over time and serve as a magnet for emerging research and technological approaches. Understanding such shifts is critical in managing coastal and marine ecosystems in ways that promote their resilience and sustainability."
- Invitation for attendance to the Coastal Training Program (CTP). "The CTP provides up-to-date scientific information and skill-building opportunities to coastal decision-makers on relevant coastal management issues. Target audiences may vary for each reserve, but generally include local elected or appointed officials, managers of both public and private lands, natural resource managers, coastal and community planners, and coastal business owners and operators." The City was identified as a priority audience for this program.
- Partner on research and monitoring projects and enhance place-based research.
- "…identify lands and waters with high priority for retention." "Consistent communication and coordination between these entities and KBNERR will facilitate cooperative efforts on land acquisition, management, and potential restoration projects, as well as collaboration on critical resource issues, research needs, and outreach efforts on affected lands."
- Provide access to resources held by other partnering agencies including NOAA regional, Alaska Sea Grant, and Alaska Ocean Observing System, Chugach Regional Resource Commission, and Prince William Sound Science Center.

- The Management Plan also offers other benefits that, although they don't directly tie to the port, could benefit the City as a whole such as public education programs and general information exchange and consultation services.

Homer is a regional commerce center and transportation hub for many different industries. Protection and sustainable use of natural resources while balancing the needs of the industries supported by them is paramount. Signing on to partner with UAA in regards to KBNERR will provide helpful information and guidance on topics like land development and coastal erosion. As stated in the MOU, "the Reserve will serve to increase public awareness and understanding of the complex nature of estuarine systems, their values and benefits to humans and the natural world, and the problems the confront them."

The City is not under any financial obligation under this agreement and may terminate it without penalty. The main binding condition is the City will not adversely affect implementation of the KBNERR management plan; staff would be in consultation with KBNERR if any project or action was suspect of doing so.

Recommended Action:

For review and discussion. Any recommendations to City Council or direction to staff must be done by way of motion.

Enclosures: DRAFT MOU between KBNERR, UAA, & City of Homer
DRAFT 2021-2026 KBNERR Management Plan
City of Homer Resolution 96-106

MEMORANDUM OF UNDERSTANDING
between the

UNIVERSITY OF ALASKA ANCHORAGE
Alaska Center for Conservation Science
and the

CITY OF HOMER

concerning portions of the
KACHEMAK BAY NATIONAL ESTUARINE RESEARCH RESERVE

This Memorandum of Understanding (MOU) is designed to assist the governmental agencies in cooperatively managing the areas within the boundaries of the Kachemak Bay National Estuarine Research Reserve (KBNERR). The agreement pertains to the responsibilities of: 1) University of Alaska Anchorage (UAA), College of Arts and Sciences, Alaska Center for Conservation Science, whose address is 3211 Providence Drive, Anchorage, Alaska 99508, and 2) the City of Homer ("City"), whose address is 491 E. Pioneer Ave., Homer, Alaska 99603. In no way does this MOU alter existing authorities and responsibilities either between or within the agencies.

WHEREAS, the State of Alaska has determined that the designation of the KBNERR under the National Estuarine Research Reserve System (NERRS) would provide for beneficial long-term research and improve public understanding of our coastal resources; and

WHEREAS, the National Oceanic and Atmospheric Administration (NOAA), Office of Ocean and Coastal Resource Management, designated the KBNERR, which includes areas along the Homer spit and portions of Beluga Slough; and

WHEREAS, UAA is designated by the State of Alaska and in the KBNERR Management Plan, as the agency responsible for managing the Reserve; and

WHEREAS, the City of Homer has passed resolutions (e.g., Res. 98-14, 96-106) supporting the establishment of KBNERR; and

WHEREAS, the City of Homer has title to lands which form important components of the Reserve, including several acres of tidelands and salt marshes alongside the Homer Spit, and marshland and park parcels in the Beluga Slough area; and

WHEREAS, including these areas in the reserve may better facilitate estuarine research and education programs in the Homer area;

NOW THEREFORE, it is agreed by and between the City and UAA as follows:

1. The purpose of the KBNERR is to provide a natural field laboratory and living classroom which, in addition to current uses, will be used to gather data and educate people of the state and nation on the natural and human processes occurring within coastal watersheds and estuaries. As stated in the NERRS goals, the Reserve will serve to increase public awareness and understanding of the complex nature of estuarine systems, their values and benefits to humans and the natural world, and the problems the confront them.

2. A management plan for the KBNERR was finalized by UAA after public review with critical input from the City of Homer. The management plan provides a framework for conducting research and educational programs in the Reserve. Activities within the City lands will be conducted in a manner which is consistent with the management plans for City lands and the KBNERR. Under terms of this agreement, the City of Homer will continue to manage and administer its lands and programs in these areas. This MOU shall not limit City authority to carry out such activities so long as they do not adversely affect implementation of the KBNERR management plan.

3. The City shall be fully and regularly consulted by UAA regarding research and education needs, opportunities, and information pertaining to Reserve areas.

4. The Signatories will coordinate and cooperate to ensure that research and educational activities do not adversely affect the lands, waters, fish, wildlife, natural and scenic values in these areas, or each other's management plans.

5. Nothing in this agreement shall obligate any party in the expenditure of funds, or for future payments of money, in excess of appropriations authorized by law.

6. Each party agrees that it will be responsible for its own acts and omissions including those of its officers, agents, and employees, and each party shall indemnify, defend and hold harmless the other, to the maximum extent allowed by law, from any claim of, or liability for error, omission or negligent act of whatever kind, including attorney fees, for damages to property or injury to persons occasioned by each party's own acts or omissions in connection with the terms of this agreement.

7. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.

8. A free exchange of management, research, and assessment data among agencies is encouraged and is necessary to insure the success of these cooperative efforts.

This MOU will become effective on the date of signature. The termination date of this agreement shall be indefinite; however, either party may terminate its participation by providing written notice to the other party ninety days before termination. This agreement may be amended by mutual written consent of the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed

UAA Chancellor Cathy Sandeen Date

UAA Provost John Stalvey Date

UAA CAS Dean John Petraitis Date

UAA ACCS Director Matthew Carlson Date

Katie Koester Date
City Manger
City of Homer

*Perfect font:

Kachemak Bay National Estuarine Research Reserve
2021-2026 MANAGEMENT PLAN

*Perfect cover photo montage:

COVER

This management plan has been developed in accordance with NOAA regulations, including all provisions for public involvement. It is consistent with the congressional intent of Section 315 of the Coastal Zone Management Act of 1972, as amended.

Table of Contents:

Acronyms

AAC – Alaska Administrative Code
ACCS – Alaska Center for Conservation Science (UAA)
ADEC – Alaska Department of Environmental Conservation
ADF&G – Alaska Department of Fish and Game
ADNR – Alaska Department of Natural Resources
ADOT – Alaska Department of Transportation
DPOR – Division of Parks and Outdoor Recreation, ADNR
AIOVC – Alaska Islands and Ocean Visitor Center
AMNWR – Alaska Maritime National Wildlife Refuge
AOOS – Alaska Ocean Observing System
AS – Alaska Statute
CCFHR – Center for Coastal Fisheries and Habitat Research
CDMO – Centralized Data Management Office, NERRS
CFR – Code of Federal Regulations
CHA – Critical Habitat Area
CIAA – Cook Inlet Aquaculture Association
CIRCAC – Cook Inlet Regional Citizens Advisory Council
CISPRI – Cook Inlet Spill Prevention and Response, Inc.
CTP – Coastal Training Program
CWA – Clean Water Act
CZMA – Coastal Zone Management Act
DML&W – Division of Mining, Land and Water, ADNR
EPA – Environmental Protection Agency
EVOS – Exxon Valdez Oil Spill
GIS – Geographic Information System
HAB – Harmful Algal Bloom
KBEEA – Kachemak Bay Environmental Education Alliance
KBL – Kasitsna Bay Laboratory
KBNERR – Kachemak Bay National Estuarine Research Reserve
KBSP – Kachemak Bay State Park
KEEP – K-12 Estuarine Education Program
KHLT – Kachemak Heritage Land Trust
KPB – Kenai Peninsula Borough
KPBSD – Kenai Peninsula Borough School District
KPC – Kenai Peninsula College
KPFHP – Kenai Peninsula Fish Habitat Partnership
LiDAR – Light Detection and Ranging
MOA – Memorandum of Agreement
MOU – Memorandum of Understanding
NCCOS – National Center for Coastal and Ocean Sciences, NOAA
NERR – National Estuarine Research Reserve
NERRS – National Estuarine Research Reserve System
NGO – Non-Governmental Organization
NOAA – National Oceanic and Atmospheric Administration
NOS – National Ocean Service, NOAA
NPDES – National Pollutant Discharge Elimination System
NPS – National Park Service
NWR – National Wildlife Refuge
OCM – Office of Coastal Management, NOAA
PAC – Procurement, Acquisition, Construction
PWS – Prince William Sound
SCUBA – Self Contained Underwater Breathing Apparatus
STEM – Science, Technology, Engineering, Math
SVT – Seldovia Village Tribe
SWMP – System-Wide Monitoring Program
TOTE – Teachers on The Estuary
UAA – University of Alaska, Anchorage
UAF – University of Alaska, Fairbanks

USACE – United States Army Corps of Engineers
USC – United States Code
USFWS – United States Fish and Wildlife Service
WHSRN – Western Hemisphere Shorebird Reserve Network

List of figures

Acknowledgments

This plan has been developed through a broadly inclusive process designed to engage all Reserve staff and the KBNERR Community Council. Thanks to all the Kachemak Bay NERR staff and Council members that participated, with special thanks to Syverine Bentz for using her training and facilitation skills to keep the plan on target and on time. Our Director at the Alaska Center for Conservation Science, Matt Carlson, has provided steadfast support and encouragement to the Reserve throughout. We also thank Bree Turner, Coastal Management Specialist at NOAA, for her guidance, and especially for recommending that we hire an outside contractor to assist with pulling the management plan together. We took her advice and hired the Homer Soil and Water District, who did an excellent job of highlighting what a wonderful team our Reserve staff are, and the importance of the work we do.

Financial support for this publication was provided, fully or in part, by a grant under the Federal Coastal Zone Management Act (CZMA), administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration, Silver Spring, MD. Copies of this publication are available from the Kachemak Bay National Estuarine Research Reserve, 2181 Kachemak Drive, Homer, Alaska, 99603 or online at: _____(Publications). Prepared by: Kachemak Bay NERR, 2181 Kachemak Drive, Homer, Alaska (907)235-4794, https://accs.uaa.alaska.edu/kbnerr/

Suggested Bibliographic Citation: Wagner, K., Lehner, D., Bentz, I.S., Walker, C.M. 2021 Kachemak Bay National Estuarine Research Reserve Management Plan. University of Alaska, Anchorage, Alaska Center for Conservation Science, Kachemak Bay NERR.

Executive summary

Plan purpose and scope[1]

This plan provides a framework to guide Kachemak Bay National Estuarine Research Reserve (KBNERR) activities for the period 2021-2026. It applies to lands and water within KBNERR boundaries, which coincides with the Kachemak Bay State Park, and the Kachemak Bay and Fox River Flats Critical Habitat Areas (CHAs), and is intended to inform not only the Reserve, but also partners and stakeholders. The plan focuses on the Reserve's core activities—Research, Monitoring, Education, and Training. In particular, the Reserve Strategic Plan articulates goals, objectives, and specific strategic actions that core programs will pursue during the plan's 5-year timeframe. This will enable KBNERR, and state and federal partners at the University of Alaska Anchorage (UAA), and the National Oceanic and Atmospheric Administration (NOAA) to track program progress and success in achieving stewardship outcomes and realize opportunities for improvement and growth. Finally, this plan can guide evaluations of KBNERR operations and accomplishments under Section 312 of the CZMA and enable the Reserve to acquire construction and program funds.

Reserve Context

The 372,000-acre Kachemak Bay National Estuarine Research Reserve was established in 1999 and is headquartered in the city of Homer on the Kenai Peninsula, Alaska. Like other NERRs, KBNERR is a state/federal partnership responsive to local needs. In Alaska, this partnership brings together UAA's Alaska Center for Conservation Science (ACCS), and NOAA's Office for Coastal Management (OCM). This partnership is strengthened by the involvement of other state and federal agencies, divisions of local and borough governments, and a variety of statewide, regional, tribal, and community organizations representing the full breadth of stakeholder interests, from education to resource use and management and conservation. A community council provides guidance, feedback, and support reflecting local community perspectives on issues, concerns, priorities, and partnerships.

Priority Management Issues and Reserve Goals

The Reserve is located in Kachemak Bay and is the NERR system's only glacial fjord type estuary. Kachemak Bay represents a diverse cross-section of the habitats and peoples that comprise the northern Gulf of Alaska biogeographic region. As a result, KBNERR has the opportunity and responsibility to research, monitor, and outreach information to encourage stewardship of this area. The priorities that drive these actions are the need for:

- Understanding Environmental Change
- Understanding Land Use and Human Impacts
- Community Relevant Engagement
- Long-Term Ecosystem Monitoring

Over the next 5 years, KBNERR will focus its programmatic energies on the three goals listed below. These reflect local and regional priorities and are supported by objectives and strategies outlined in Section 3. These goals dovetail with those of KBNERR's state and federal partners and incorporate NOAA's focus on climate resilience—including understanding climate processes, adapting to changing conditions, and mitigating effects.

Goal 1: Conduct monitoring and research to develop knowledge relevant to coastal communities.
Goal 2: Provide opportunities for all learners to improve coastal science literacy.
Goal 3: Build capacity for coastal stewardship through information exchange, skills-building, and partnerships.

This plan reflects an adaptive management strategy—as new information becomes available the plan can be amended to incorporate and adapt through required annual and 5-year reviews. KBNERR assesses their success by tracking evaluation metrics specific to their programs. The evaluation metrics include a five-year target and provide a quantitative reference for each program about how well it is meeting the goals and objectives it has identified as important to the program. Adaptive strategies recognize the dynamic nature of coastal and marine

[1] This management plan was drafted in accordance with *Reserve System Management Plan Guidelines and Resources – 2013* (NOAA NERRS) and *The National Estuarine Research Reserve System Strategic Plan 2017-2022*, (NOAA Office of Coastal Management).

environments and help promote resilience and sustainability of these ecosystems so that they can provide services and benefits to local communities and other stakeholders.

The success of this plan depends on the skills, creativity, and commitment of Reserve staff and on appropriate support from local, state, and federal partners. With effective planning and execution, KBNERR will continue to be a leader in coastal research, monitoring, education, and training throughout Southcentral Alaska.

Reserve Niche

The fundamental elements of the Reserve's niche are:

- KBNERR research is place-based and regionally meaningful—focused on conditions and processes in, around, and affecting Kachemak Bay and surrounding areas;
- KBNERR respects the needs of its many audiences—data collected and shared is timely, high quality, useful and relevant to, and understandable by, students, local communities, decision-makers, and other audiences;
- KBNERR values partnerships and works collaboratively with diverse partners including agencies, non-profits, private sector, academia, and policy makers.
- KBNERR is non-regulatory, but designed to provide high-quality information to a spectrum of decision makers to better inform local and regional land management and natural resource management

Program Overview

KBNERR integrates research, monitoring, education, and training activities for improving the scientific understanding and management of natural resources in and around Kachemak Bay. Reserve programs consist of required activities supported by NERRS, including Research and Education coordination, and maintaining NERR initiatives, including the System Wide Monitoring Program (SWMP), a Coastal Training Program (CTP), a K-12 Estuarine Education Program, and Teachers on the Estuary (TOTE) Training. Reserve activities are responsive to community needs, informing and encouraging resource stewardship practices that will maintain the ecosystem services of this area. The collaborative nature of Reserve programs, both among staff and with our partners, allows the Reserve to accomplish much more programmatically than funding would permit if all activities were conducted in isolation of each other.

1. Introduction to the National Estuarine Research Reserve System (NERRS)

The National Estuarine Research Reserve System was created by the CZMA of 1972, as amended, to augment the National Coastal Zone Management Program, which is dedicated to comprehensive, sustainable management of the nation's coasts.

The reserve system is a network of protected areas representative of the various biogeographic regions and estuarine types in the United States. Reserves are established for long-term research, education, and interpretation to promote informed management of the nation's estuaries and coastal habitats (15 C.F.R. Part 921.1(a)). As of 2019, the system includes 29 reserves and one state in the process of designating a reserve. The system currently protects over one million acres of estuarine lands and waters.

The National Estuarine Research Reserve System is a partnership program between the National Oceanic and Atmospheric Administration (NOAA) and the coastal states. NOAA provides funding, national guidance, and technical assistance. The state partner manages reserve resources on a daily basis and works collaboratively with local and regional partners.

Figure 1. National Estuarine Research Reserve System showing biogeographic regions

Estuaries are biologically rich, economically valuable, and highly vulnerable ecosystems. The vision and mission of the reserve system reflect the importance of these systems within our communities.

> **Vision**: Resilient estuaries and coastal watersheds where human and natural communities thrive.
>
> **Mission**: To practice and promote stewardship of coasts and estuaries through innovative research, education, and training using a place-based system of protected areas.

The National Estuarine Research Reserve System program goals, from federal regulations 15 C.F.R. Part 921.1(b), include the following:

1. Ensure a stable environment for research through long-term protection of National Estuarine Research Reserve resources;
2. Address coastal management issues identified as significant through coordinated estuarine research within the system;
3. Enhance public awareness and understanding of estuarine areas and provide suitable opportunities for public education and interpretation;
4. Promote federal, state, public, and private use of one or more reserves within the system when such entities conduct estuarine research; and
5. Conduct and coordinate estuarine research within the system, gathering and making available information necessary for improved understanding and management of estuarine areas.

NOAA and the states work together to create a dynamic five-year reserve system strategic plan to meet these program goals and NOAA's mission of science, service, and stewardship. The 2017-2022 Reserve System Strategic Plan focuses on reserve strengths of research, education, and training on three core issues: environmental change, water quality and quantity, and habitat protection and restoration. The reserve system's strategic plan goals are as follows:

1. Protecting Places: Enhance and inspire stewardship, protection, and management of estuaries and their watersheds in coastal communities through place-based approaches.
2. Applying Science: Improve the scientific understanding of estuaries and their watersheds through the development and application of reserve research, data, and tools.
3. Educating Communities: Advance environmental appreciation and scientific literacy, allowing for science-based decisions that positively affect estuaries, watersheds, and coastal communities.

Biogeographic Regions and Boundaries of the National Estuarine Research Reserve System

NOAA has identified 11 distinct biogeographic regions and 29 subregions in the United States, each of which contains several types of estuarine ecosystems (15 C.F.R. Part 921, Appendix I and II). When complete, the system will contain examples of estuarine hydrologic and biological types characteristic of each biogeographic region.

Each reserve boundary will vary depending on the nature of the ecosystem. Boundaries must include an adequate portion of the key land and water areas of the natural system to approximate an ecological unit and to ensure effective conservation. Reserve boundaries encompass areas for which adequate state control has been or will be established by the managing entity over human activities occurring within the reserve. Reserve boundaries include a "core" area of key land and water encompassing resources representative of the total ecosystem, which if compromised could endanger the research objectives of the reserve, as well as a "buffer" area designed to protect the core area and provide additional protection for estuarine-dependent species, including those that are rare or endangered. Buffer areas may also include areas necessary for facilities required for research and interpretation. Additionally, buffer areas are identified to accommodate a shift of the core area as a result of biological, ecological, or geomorphological change that could be reasonably expected to occur. (15 C.F.R. Part 921.11 (c)(3)).

National Estuarine Research Reserve Administrative Framework

The process for federal designation of a national estuarine research reserve has many steps and involves many individuals and organizations. While each reserve is a partnership program between NOAA and a coastal state, many entities collaborate to support the designation of a reserve. Other partners include federal and state agencies, nonprofit groups, universities, and members of the local community. For more information on the designation process, see coast.noaa.gov/nerrs.

Upon designation, the reserve implements the approved management plan and is eligible for NOAA financial assistance on a cost-share basis with the state. Management plans provide a vision and framework to guide reserve activities during a five-year period and enable the reserves and NOAA to track progress and realize opportunities for growth. Each management plan contains the reserve goals, objectives, and strategies supported by programs focused on research and monitoring, education and outreach, training, and stewardship. They also outline administration, public access, land acquisition, and facility plans and needs, as well as restoration and resource manipulation plans, if applicable.

Reserves are increasingly confronted with complex questions regarding new uses in or near reserves that may or may not be compatible with the reserve system's mission. A thoughtful and comprehensive management plan provides a foundation for addressing these challenges to protect and manage reserve resources wisely and ensure that the public and coastal decision makers value and protect coastal resources.

NOAA administers the reserve system and establishes standards for designating and operating reserves, provides support for reserve operations and system-wide programming, undertakes projects that benefit the reserve system, and integrates information from individual reserves and programs to support decision-making at the national level. Additionally, NOAA periodically evaluates reserves for compliance with federal requirements and with the individual reserve's federally approved management plan, as mandated under Section 312 of the CZMA (15 C.F.R. Part 921.40).

NOAA currently provides leadership and support for three system-wide programs, including the SMWP, the K-12 Estuarine Education Program, and the CTP, as well as a national program to support collaborative research in the reserve system. NOAA also provides support for initiatives focused on the reserve system's priorities.

2. Introduction to Kachemak Bay National Estuarine Research Reserve (KBNERR)

2.1 History of the Reserve

Here we provide a very brief overview of the people living around Kachemak Bay. For more information on the archaeology and history of the Kachemak Bay area, see the Kachemak Bay Ecological Characterization (NOAA CSC and KBNERR 2001).

The lives of people in the KBNERR area have always been linked to Kachemak Bay. Reverence for and dependence on natural resources has been at the center of traditional and contemporary livelihoods of the Indigenous Peoples of the Kenai Lowlands region. The Kachemak Alaska Native tradition and the Kahtnuht'ana Dena'ina, Athabascan Peoples, whose descendants inhabit the Kenai Peninsula, have thousands of years of history and culture surrounding salmon (Workman and Workman 2010). Non-Native Alaskans also highly value natural resources (KBNERR and NOAA 2001, Flaherty et al. 2019). The oldest local archeological sites are at the water's edge; with the oldest sites documenting human activity occurring as early as 8,000 BP (Klein and Zollars 2004). Kachemak Bay has several hundred prehistoric sites. The historic period dates to about 1770, when Russian fur traders first reported on the area's riches, and in 1778, Captain Cook explored Cook Inlet.

Commercial fishing has been an economic mainstay of the Kachemak Bay area during much of the historic period. From about 1911 to 1930, hundreds of people arrived in Kachemak Bay to harvest herring; and the Halibut Cove community was created in 1911 to service the herring fishery. By 1928, herring populations had crashed, and the fleet moved elsewhere. Commercial salmon catch records in Kachemak Bay also date back to 1911, and commercial salmon fishing remains economically important. The shellfish industry flourished in

Kachemak Bay during the 1950s and 1960s; three species of crabs and several species of shrimp were harvested. By the late 1970s, however, catches declined, and today those species are no longer harvested commercially in local waters.

The federal government created many legislative programs to transfer land into private ownership, including homesteading, trade and manufacturing sites, and land lotteries. Farming and ranching have been important subsistence activities and minor commercial activities since the 1800s. Small-scale logging has been ongoing, and several small sawmills operated on the Homer Spit from the 1930s to the 1960s, providing lumber for local construction. While forestry has remained minimal, in recent years agriculture has increased with many small-scale, diversified farming operations.

The City of Homer began as a coal town in the late 1800s with the Cook Inlet Coal Fields Company. The surrounding area was settled by homesteaders and those buying land. Homer became Kachemak Bay's economic, cultural, and recreational hub with completion of the Sterling Highway in 1950, the opening of the Homer small boat harbor in 1964, and damage and depopulation of Seldovia from the 1964 earthquake.

Fishing and farming were core economic drivers in Kachemak Bay until tourism grew in importance in the late 1960s and early 1970s. The remarkable beauty and productivity of Kachemak Bay has led to several legislative designations: in 1970 Alaska's first state was established as the Kachemak Bay State Park—in 1972, of the Kachemak Bay State Wilderness Park and Fox River Flats CHA; in 1974, the Kachemak Bay CHA; in 1985, the Anchor River-Fritz Creek CHA; and, in 1999, establishment of Kachemak Bay National Estuarine Research Reserve.

Some things have changed little since people first settled in Kachemak Bay over 5,000 years ago. People are still drawn to exploring, fishing, collecting clams and mussels, picking berries and harvesting edible plants, walking the beaches, hunting moose and bear, boating, and observing wildlife. Charter fishing operations, art galleries, museums, restaurants, water taxis, nature tours, accommodations, and many other visitor services have multiplied in recent decades.

2.2 Local management of the Reserve

The area within Kachemak Bay NERR boundaries, shown in red in the map below, represents approximately 372,000 acres of almost exclusively state-owned and managed lands and waters. As outlined in Section 6, virtually all areas comprising the Reserve are managed by two divisions of state government: Alaska Department of Fish and Game's (ADF&G) Habitat Division and Alaska Department of Natural Resources' (ADNR) Division of Parks and Outdoor Recreation (DPOR or State Parks). ADF&G Habitat Division manages the Fox River Flats CHA and Kachemak Bay CHA; State Parks manages Kachemak Bay State Park (KBSP) and Kachemak Bay State Wilderness Park.

Management of Reserve resources involves a close partnership between the Reserve and the state, the USFWS Alaska Maritime National Wildlife Refuge (AMNWR) on tidelands and uplands adjoining Beluga Slough, and with the City of Homer on certain city-owned lands and tidelands. Relevant MOUs are contained in Appendix D and E.

Management of Reserve activities and resources also reflects collaboration and coordination between NOAA's Office for Coastal Management, National Estuarine Research Reserve System, (https://coast.noaa.gov/nerrs/) and UAA's ACCS (http://accs.uaa.alaska.edu/about/).

Finally, KBNERR management incorporates input from local communities, especially through the Kachemak Bay NERR Community Council. KBNERR provides quarterly reports to the council that summarize activities and accomplishments. publicly online and at quarterly council meetings. The Community Council (https://kbaycouncil.wordpress.com/) is made up of community members and state and federal agency partners and is described further in 5.5 Advisory committees and purpose.

KBNERR recognizes the power of partnerships in accomplishing its mission and goals. The Reserve has cultivated close and ongoing working relationships with many local, borough, state, and federal entities in order to share information and promote effective, mutually beneficial efforts. Working together in a coordinated and integrated fashion helps KBNERR and its partners better understand and support one another's goals, priorities, needs, and activities. Entities with whom the Reserve maintains partnerships in various capacities through research, monitoring, education and training activities are identified in Appendix A.

2.3 Ecological characteristics and key species

Kachemak Bay is a 63-km (39-mi) arm of Cook Inlet located on the southwest side of the Kenai Peninsula in Southcentral Alaska. At 372,000 acres, Kachemak Bay is the largest reserve by acreage in the NERR system. Unlike many coastal areas in the continental U.S., large, contiguous tracts of relatively undeveloped lands and waters remain intact along Alaska's coastline, and this is true for most areas in and around Kachemak Bay. Reserve ecosystems support a diversity of marine, estuarine, and freshwater habitats and an abundance of fish and wildlife and invertebrate species and a variety of plant communities. Species of high cultural and economic importance include migratory shorebirds and waterfowl, anadromous fish, groundfish, shellfish and marine mammals. KBNERR staff compiled comprehensive overviews of Reserve lands and waters, including their ecological processes and key species when the Reserve was designated. These overviews are provided in three key publications. For general information on Reserve habitats and species, refer to these overviews.

1. *Kachemak Bay Ecological Characterization* (KBEC), published on CD-ROM in 2001 and available to download ____;
2. a "site profile" updating KBEC and summarizing the then-current state of knowledge for research, monitoring, and education: *Kachemak Bay Ecological Characterization, A Site Profile of the Kachemak Bay Research Reserve: A Unit of the National Estuarine Research Reserve System* (see https://kbaycouncil.files.wordpress.com/2012/10/site_prof_final_rev_sep2012.pdf.
3. Reserve management plans—the first published in 2005, the most recent published in 2012 and covering the 5-year period till 2017 (see https://coast.noaa.gov/data/docs/nerrs/Reserves_KBA_MgmtPlan.pdf); management plans generally supplement information contained in earlier publications.

Over the years, Reserve staff have also shared research and data in numerous scientific journals and other publications. Many of these reflect KBNERR's ongoing research partnerships. Key KBNERR publications are listed online at https://accs.uaa.alaska.edu/publications/.

2.4 Social attributes and population demographics

The population of the entire state of Alaska (737,625) is similar to the population of a large city in the Lower 48 such as Tucson or Nashville. The KBNERR is located within the Kenai Peninsula Borough (KPB) which was incorporated in 1964 as a second-class borough under the authority of the State of Alaska Borough Act of 1961. The Borough's governmental responsibilities are comparable to those of a county in other parts of the United States. The KPB lies directly south of Anchorage, the state's principal population center, and is bordered by the Gulf of Alaska and Prince William Sound to the south and east, respectively. The Kenai Peninsula Borough has one of the state's highest populations at 57,763 (ACS 2015) and a population that is predominately white (83.3%) with the next largest represented group being Native Alaskan (8%) (Census 2010).

Cook Inlet divides KPB into two land masses, with the Kenai Peninsula encompassing the majority of the KPB's population and most of the development. The boundaries of the KPB encompass a total of 24,752 square miles, of which 15,700 square miles are land, and 2,146 miles of coastline. Compared to these east coast areas, the Kenai Peninsula has a significantly lower population density, the southern Kenai Peninsula, which includes the KBNERR core and buffer regions, has a population of 13,969. The median age of 41.6 for the area is higher than the rest of the Peninsula and 29% of the population was born in Alaska (ACS 2014). The median household income for the region is $48,787 with an unemployment rate of 8.3%. and 10.5% of the individuals living below the federal poverty level (Census 2010).

The communities around Kachemak Bay include the Native villages of Port Graham, Nanwalek and Seldovia on the south side of the Bay; Russian Old Believer villages of Voznesenka, Razdolna and Kachemak Selo at the head

of the Bay, the town of Anchor Point near the mouth of the Bay, and the City of Homer, at the base of the Homer Spit, on the north shore of the Bay. As the regional hub, Homer offers many public services such as schools, public library, hospital and port facilities. It is also the focal point of a thriving tourism industry due to the beautiful setting and access to fishing. According to the Alaska Department of Labor and Workforce Development, 26% of Homer's employment is in the sectors of retail trade, education and health services, arts and entertainment, leisure and hospitality.

Updated demographic, economic and other information on the Kenai Peninsula Borough and the Homer area can be found on these websites:

- Kenai Peninsula Economic Development District: specific data for key communities on the Peninsula including employment, income, house sales, etc. (https://kpedd.org/city-of-homer/)
- Mobilizing for Action through Planning and Partnerships: live data portals for demographic and health-related data as well as reports from community health needs assessments that have been conducted since 2010 (https://mappofskp.net/).

On the 2.3 million acres of state land within the KPB, use varies from intensely developed gas fields, timber sales, and proposed coal mining projects, to developed recreation sites, protected game refuges, critical habitat areas, and wilderness parks. In communities surrounding KBNERR, traditional resource extraction industries (timber, fisheries, and agriculture) have been in decline, with a corresponding rise in tourism and real estate speculation.

A 2019 ecosystem services assessment completed by researchers in the School for Environment and Sustainability (SEAS) at the University of Michigan, *Human and Environmental Well-being in Alaska's Kachemak Bay Watershed*, identified the value that Kachemak Bay residents place on the local ecosystem services. The research team conducted 31 semi-structured interviews with residents in public and private sectors and three focus groups with KBNERR's Community Council. The results from these surveys outline and identify the specific aspects of the region that participants value (found online at https://deepblue.lib.umich.edu/handle/2027.42/148820).

Table x: **What is valued by the Kachemak Bay community**
(% of Interviews = total percentage of interviews that contained the associated value) (n = 31).

What is Valued	% of Interviews	What is Valued	% of Interviews
Fish (salmon, halibut)	93	Ecological Processes	71
Wildlife	99	Research and Education	61
Recreation	87	Agriculture	42
Aesthetics	87	Forests	26

The social value typology identified for Kachemak Bay ranked various categories of values according to the number of participants that referenced those values during the interview. Values that ranked highest mirror results from other assessments conducted in the community by a local coalition focused on community health issues, Mobilizing for Action through Planning and Partnerships (MAPP). The ecosystem services assessment added several values to the list that were unique to Kachemak Bay and not included in the framework they were using sharing the theme of *connection.* These unique values have also become identified as particular strengths of the Kachemak Bay area through years of MAPP community health needs assessments.

Table x: Social Value Typology for Kachemak Bay
(% of Interviews = total percentage of interviews that contained the associated typology) (n = 31).

Values	Description	% of Interviews
Pristine/Natural	Minimal human impact and/or intrusion into the natural environment	97%

Recreation	A place for favorite/enjoyable outdoor recreation activities	90%
Life-sustaining Ecological Processes	Provision of macro-environmental processes (i.e., climate regulation, hydrologic cycle, etc.) that support life, human and nonhuman.	71%
Therapeutic	A place that enhances feelings of well-being (e.g. 'an escape', 'stress relief', 'comfort and calm')	65%
Spiritual	Places of sacred, religious, unique, deep and/or profound experience where reverence/respect for nature is felt	45%
Economic	The provision of fisheries (commercial/recreational), minerals, ecotourism, agriculture, and research and education that support livelihoods	97%
Access	A place to enjoy recreational activities and natural beauty while maintaining sustainable management of human activity	94%
Cultural	Defining community characteristics of Homer and the Kachemak Bay area that are tied to the natural environment	94%
Future	The ability for future generations to enjoy and benefit services	90%
Aesthetic	Appreciation of "sights and sounds," and the overall striking beauty of the Kachemak Bay area.	87%
Learning	Opportunities to learn or share scientific information, values, and traditions as they relate to the Kachemak Bay ecosystem	87%
Subsistence	The provision of basic human needs, emphasis on reliable food sources from nature	74%
Biodiversity	A high variety of fish and wildlife species, as well as genetic diversity within populations	45%
Connection to Community	The "sense of place, community, belonging…and distinctive 'culture of the sea'" associated with the Kachemak Bay region. Additionally, the sense of pride of place tied to living and/or working in the area	77%
Connection to Self/Personal Identity	Individual experiences/beliefs that a place is essential identity	71%
Connection to Nature	Experiences of being completely present in nature; recognition that humans are a part of the ecosystem/natural environment	71%
Connection to Family	Familial connections or closeness fostered by shared time spent outdoors; cherished family memories of outdoor activities; or other experiences/opportunities in which the ecosystem has provided a sense of place or identity within a family or household	65%

2.5 Threats and stressors

2.5.1 Natural and anthropogenic stressors

Environmental stressors within the Reserve reflect natural events and processes characteristic of Southcentral Alaska's dynamic coastal environments. These include extreme storms, earthquakes, volcanic eruptions, droughts, floods, and native defoliating species. Understanding these stressors is complicated by the fact that they may be altered or amplified by anthropogenic stressors such as climate change and habitat destruction. Human activities causing negative environmental impacts include recreational overuse, residential and commercial land development, water usage and diversions, commercial fish and wildlife harvesting, and extraction of resources

such as oil, groundwater, gravel, and peat, and the introduction of non-native species. Differing value systems and long-term visions for the area, along with population growth and turnover among resource experts and political decision-makers, create diverse and complex perspectives on resource management and stewardship. Changes in landscapes and the plant and animal communities they support have long-range effects that are difficult to anticipate and may be unknown or very poorly understood by decision-makers. Understanding human impacts and future conditions in changing climate scenarios is a critical concern for the Reserve. Communicating knowledge about ecosystem conditions and processes to a wide variety of decision-makers to promote coherent, cohesive, and informed decisions has become a key Reserve priority. The results of the2019 ecosystem services assessment documents some local perceptions of threats to the region's ecosystems.

Table x: Perceived threats to ecosystem health
(% of Interviews = total percentage of interviews that contained the associated threat) (n = 31).

Perceived Threat	% of Interviews	Perceived Threat	% of Interviews
Population Growth	94	Aquaculture	35
Climate Change	61	Demographic Change	35
Social Division/Conflict	58	Pollution	23
Extractive Industries	45	Public Awareness & Attitudes	19
Overharvesting	39	Cruise Tourism	13

2.5.2 Climate phenomena and impacts

Climate change in Alaska is reflected in warming temperatures, changing precipitation patterns, drying wetlands, variable stream base flows, floods, altered fire regimes, thawing permafrost, changing ocean salinity, and eroding coastlines. KBNERR—the only subarctic reserve in the NERR system—is on the front lines of climate change. Locally, climate change is also evidenced by glacial retreat and associated isostatic rebound, accelerated coastal bluff erosion, and increasing ocean acidification in waters that pulse seasonally into Kachemak Bay. The bay and surrounding region are undergoing rapid changes to ocean chemistry, water temperatures, and hydrologic inputs, which are now impacting key harvestable species, contributing to harmful algal blooms (HABs), and causing dramatic declines in bivalve populations among other impacts. These changes are compounded by human-related stressors such as those mentioned above.

2.6 Reserve Boundaries

Figure 2, shows Reserve geographic boundaries. These extend from the Fox River Flats—at the head of Kachemak Bay in the northeast—to the mouth of the bay on the west, marked by a line between Anchor Point on the north and Point Pogibshi on the south. KBNERR boundaries encompass the entirety of two legislatively designated state CHAs—Kachemak Bay and Fox River Flats—as well as large portions of two state parks—Kachemak Bay State Park and Kachemak Bay State Wilderness Park. Legislatively designated areas (LDAs) are described in detail in Section 6.

KBNERR's region of scientific interest—including research and monitoring efforts—extends beyond Reserve boundaries to encompass areas that affect, and are affected by, Kachemak Bay, including the northern Gulf of Alaska and Cook Inlet, and the watersheds of the southern Kenai Peninsula. KBNERR has become a leading research entity for the region and is well positioned to study broad-scale ecological patterns and to monitor long-term trends in Kachemak Bay that have relevance to Cook Inlet and the Gulf of Alaska. As a sentinel site[2] for the region, Kachemak Bay NERR can provide scientific and management entities with vital baseline and long-term datasets that facilitate understanding of regional ecological shifts over time and serve as a magnet for emerging research and technological approaches. Understanding such shifts is critical in managing coastal and marine ecosystems in ways that promote their resilience and sustainability.

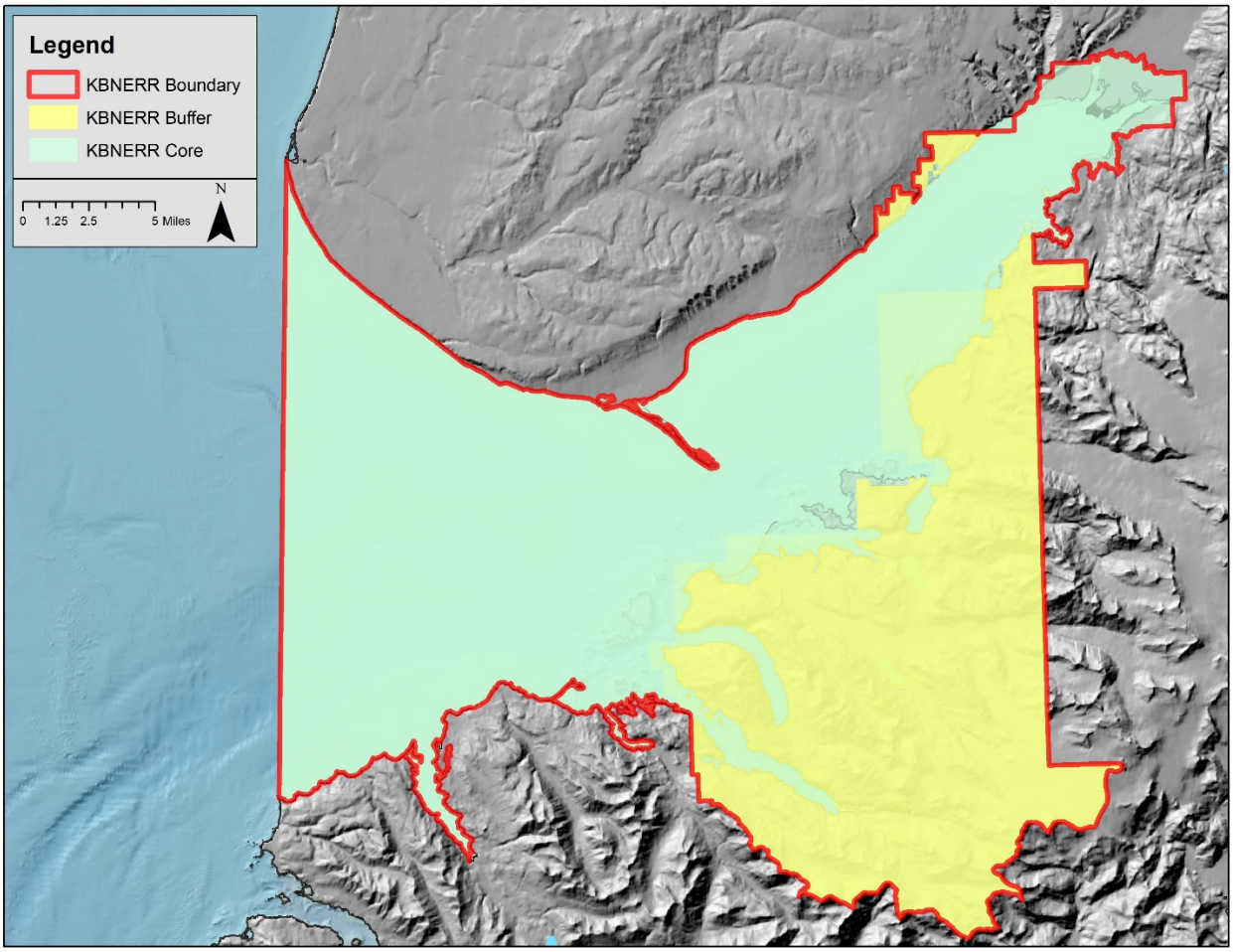


Figure 2. KBNERR Boundary with general buffer and core areas

[2] Sentinel site defined: Areas in coastal and marine environments that have the operational capacity for intensive study and sustained observations to detect and understand changes in the ecosystems they represent. Observational data are collected at discrete instruments and measurement stations (platforms and sensors) within each site, providing information and data that can be synthesized to provide an understanding of the ecological status and trends in physical and biological variables of interest. (2011, NERRS Sentinel Sites Program: A guidance document.)

2.6.1 KBNERR core and buffer areas

2.6.1.1 *Core* and *buffer* rationale

National Estuarine Research Reserves encompass two categories of lands and waters: core and buffer areas. **Core** areas are vital to the functioning of NERR estuarine ecosystems. These areas require a level of control sufficient to ensure their long-term viability for research on natural processes. **Buffer** lands and waters protect core areas and provide additional protection for estuarine-dependent species, including those that are rare or endangered. When determined appropriate by the state and approved by NOAA, buffers may also include areas necessary for research and interpretation facilities.

2.6.1.2 KBNERR core areas

KBNERR **core areas** consist of public lands and waters within Fox River Flats and Kachemak Bay CHAs. Legislatively designated lands and waters such as CHAs and state parks receive the strongest resource conservation protection afforded by state legislative action.

Figure 3, at right, shows the two CHAs constituting KBNERR core areas. The 29 km^2 (7,200 ac) Fox River Flats CHA encompasses core lands and waters, while the 916 km^2 (226,400 ac) Kachemak Bay CHA encompasses core water areas. Figures 4 and 5, below, show these two core areas in more detail. Total acreage of Reserve core areas represented by these two CHAs equals 945 km^2 (233,600 ac)

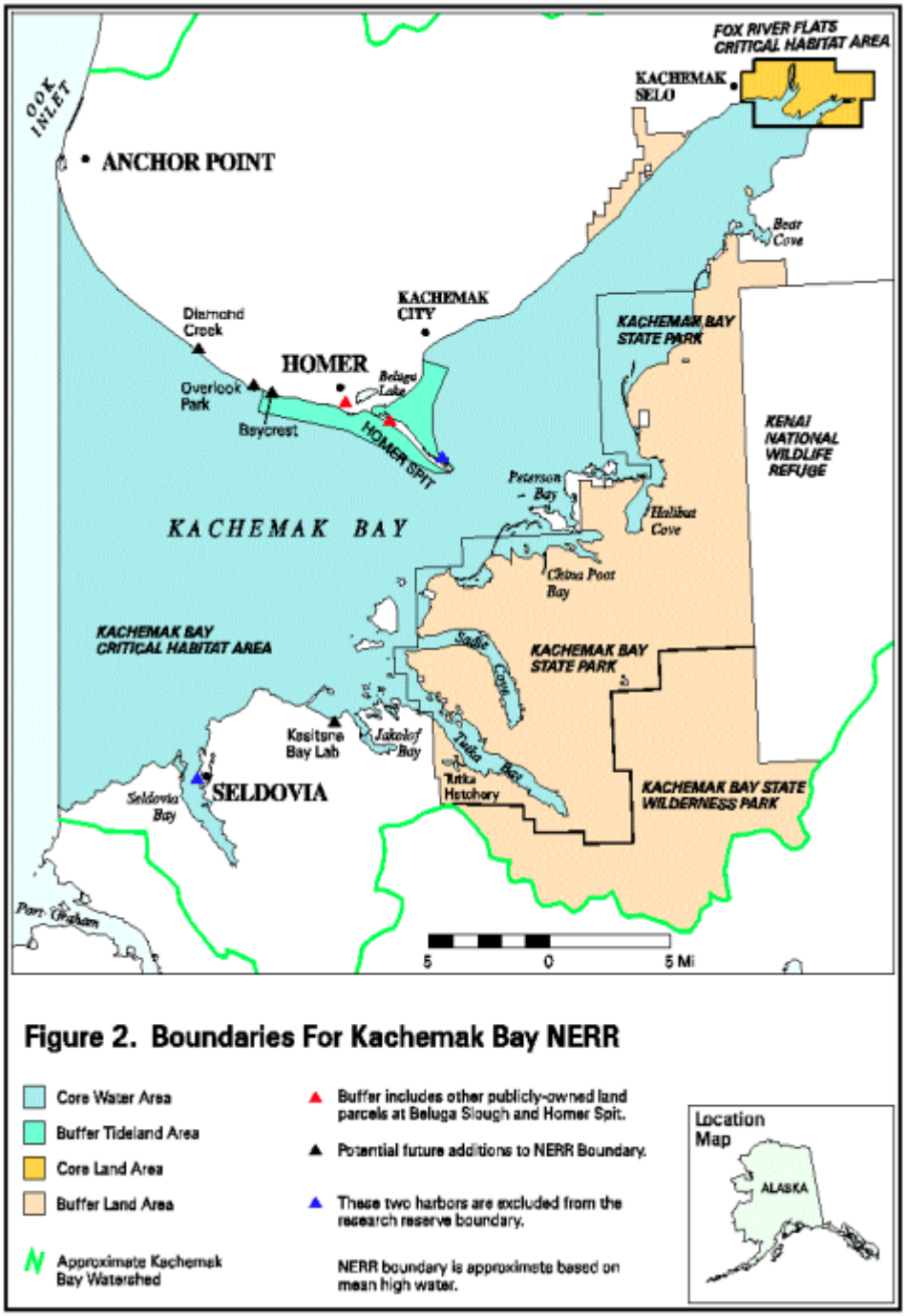


Figure 3. Core areas of legislatively designated lands and waters within two state CHAs

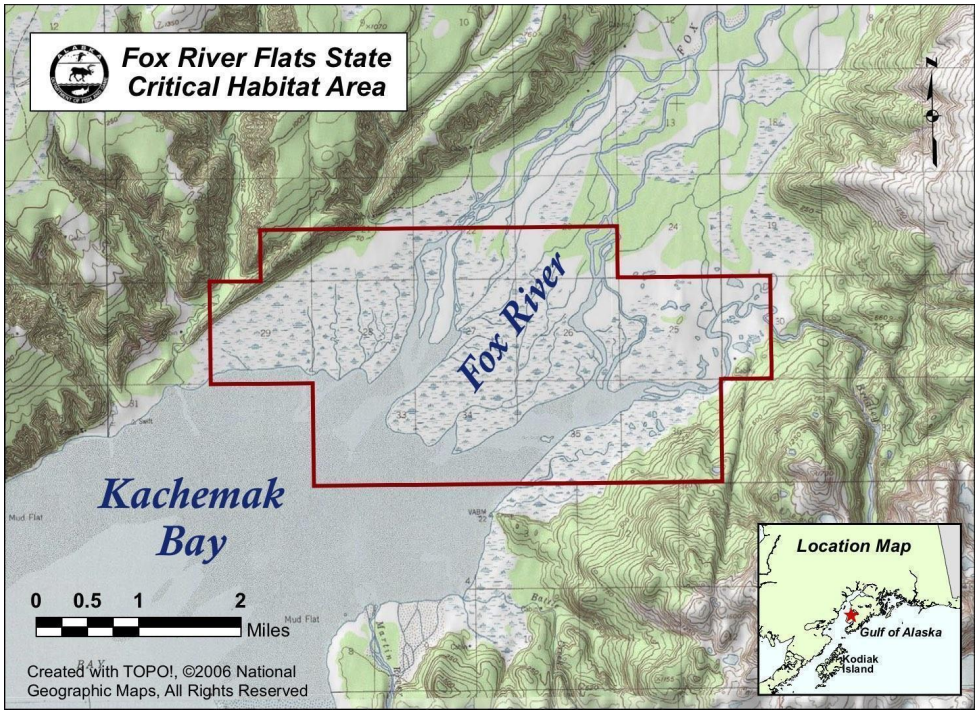


Figure 4. Fox River Flats CHA, which constitutes a core area of KBNERR

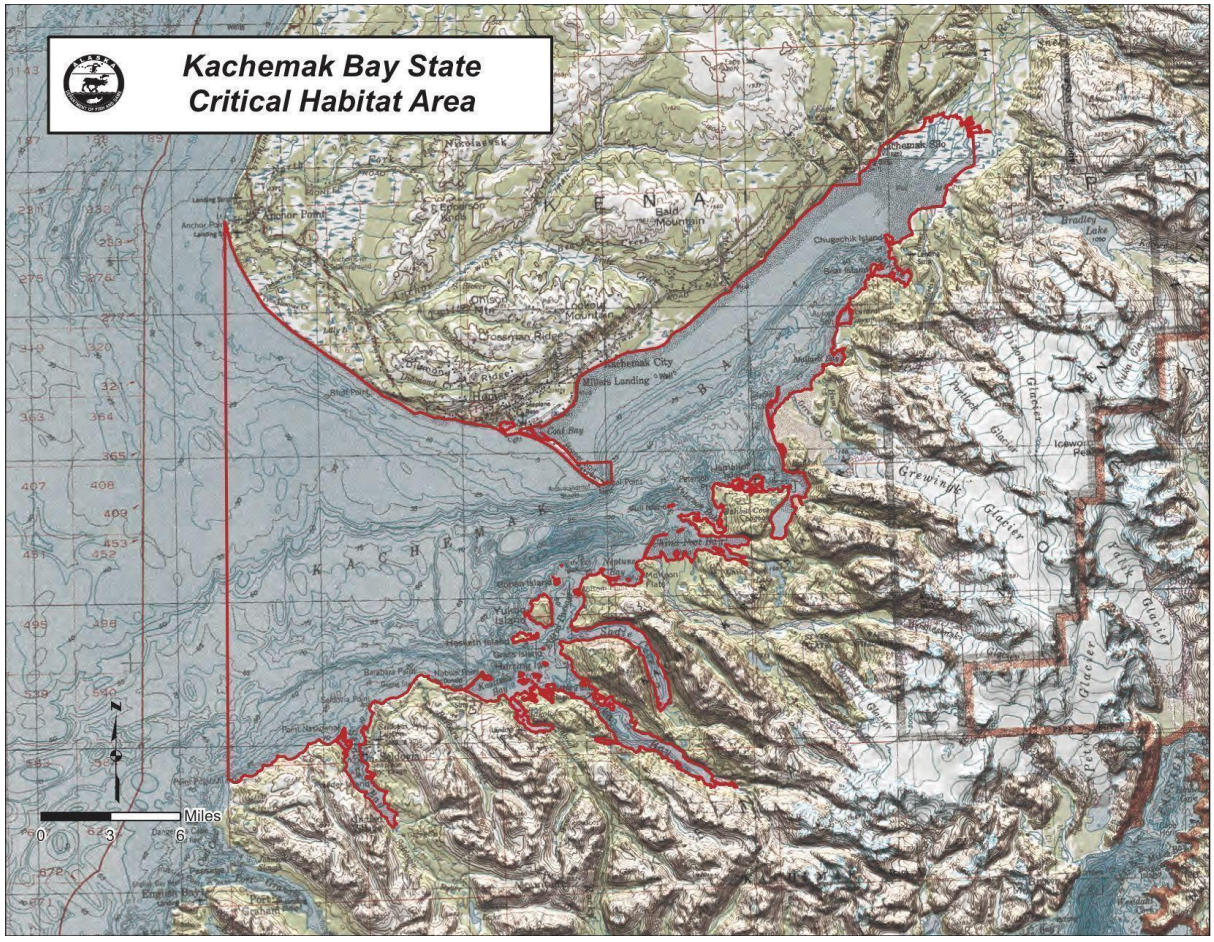


Figure 5. Kachemak Bay CHAs, which constitutes a core area of KBNERR

2.6.1.3 KBNERR buffer areas

KBNERR **buffer areas** consist of public lands and waters within those portions of Kachemak Bay State Park and Kachemak Bay State Wilderness Park that drain into Kachemak Bay, as well as publicly owned lands in Beluga Slough and on the Homer Spit. Like areas legislatively designated as CHAs, state parks receive the strongest resource conservation protection afforded by state legislative action. Kachemak Bay State Park and Kachemak Bay State Wilderness Park contain roughly 1,619 km^2 (400,000 ac.) of mountains, glaciers, forests, estuaries, tidelands, rocky shorelines, and other ecosystems. An estimated 554 km^2 (136,896 ac.) of park uplands drain into Kachemak Bay from surrounding watersheds and are contained within Reserve boundaries.

Additional buffer areas are provided by state-owned lands that drain into KBNERR but that are both (a) outside legislatively designated CHA and state park boundaries AND (b) have been designated in the state's Kenai Area Plan for uses compatible with protection of KBNERR resources. Compatible state land use designations include recreation, habitat, and water resources. These lands addressed within the Kenai Area Plan are discussed in Section 6.

2.6.2 Land ownership

As noted in Section 2.2, nearly all public lands within the Reserve are owned and managed by the State of Alaska. Within the ADF&G Habitat Division has principal management authority in CHAs. Within ADNR, Division of Parks and Outdoor Recreation (DPOR or State Parks) has principle management authority on State Park lands. ADNR Division of Mining, Land and Water (DML&W) manages easements within CHAs. ADNR Division of Agriculture and Alaska Mental Health Trust Authority manage state lands adjacent to Reserve core and buffer areas. Management of adjacent lands and waters can significantly affect conditions and processes within the Reserve. Section 6 discusses management authorities relevant to the Reserve in more detail.

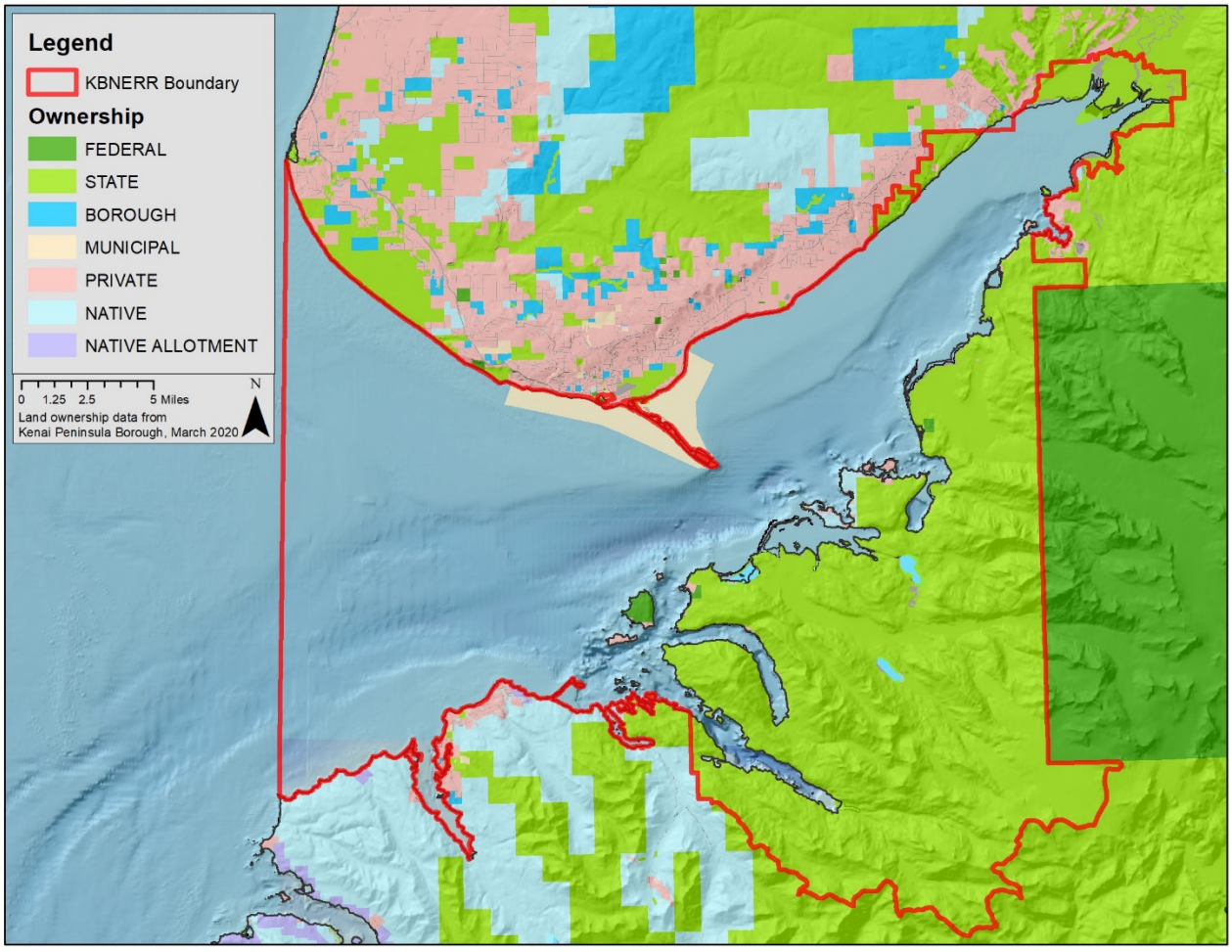


Figure 6. Land ownership in the Southern Kenai Peninsula

2.6.3 Habitat types

The majority of ecosystems of interest for KBNERR lie within the Gulf of Alaska Coast and Cook Inlet Basin Ecoregions defined by the ADF&G Wildlife Action Plan Section IIIB: Alaska's 32 Ecoregions. These areas of land and water contain vegetation communities that share species and ecological dynamics, environmental conditions, and interactions that are critical for their long-term persistence.

2.6.4 Land use types

2.6.5 Targeted watershed map

Roughly 80 mapped watersheds drain into the bay (Figure 9). These encompass about 656,640 acres. Watersheds at the head of the bay, and most watersheds on the bay's south side are fed by glaciers lying on the north and west slopes of the Kenai Mountains. Watersheds on the north side of the bay are fed primarily by snowmelt and rainwater.

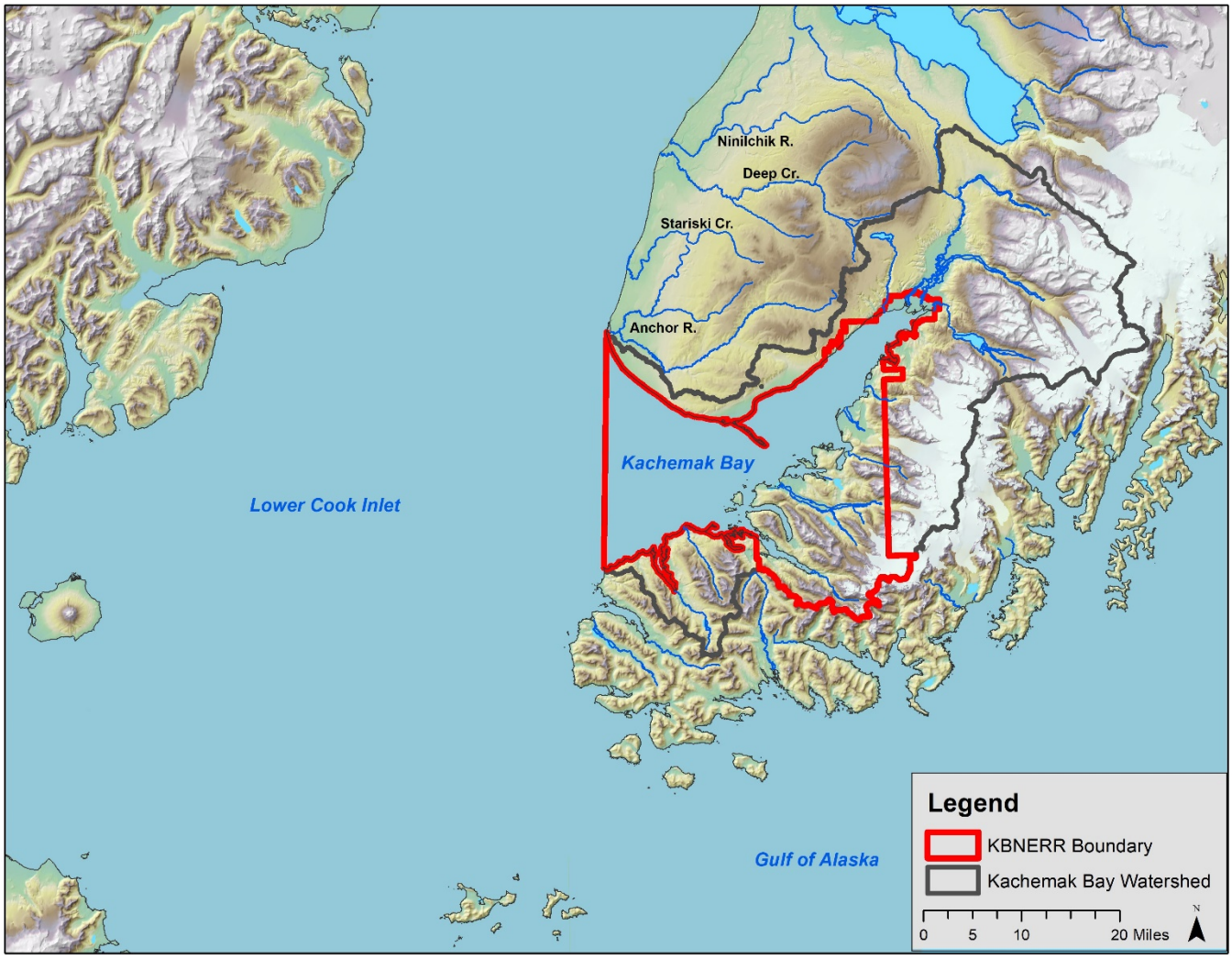


Figure 7. Major watersheds draining into Kachemak Bay

3. Reserve Strategic Plan

3.1 Introduction

This management plan updates the previous plan (covering June 2012 to June 2017) and will guide KBNERR programs from July 2021 to June 2026. The plan supports the Reserve's vision and mission and has been

informed by a CZMA evaluation process, as well as input from the KBNERR Community Council and routine needs assessments. KBNERR planning reflects an adaptive management strategy—reviews occur regularly, and plan elements can be updated as new information becomes available. Adaptive strategies reflect the dynamic, changing nature of coastal and marine environments and promote resilience and sustainability of these ecosystems and the benefits available to stakeholders. KBNERR staffing, funding, and other administrative support are also likely to be dynamic and changing over the next 5 years. While implementing this plan, KBNERR will work with its state, federal, and local partners to adjust to changes beyond Reserve control and to adapt the plan as needed to maintain robust programming.

This section outlines the strategic elements underlying the rest of the plan. These elements consist of KBNERR's vision, mission, goals, objectives, and planned actions (strategies). KBNERR's niche and strengths and assets are also relevant to strategic planning and are outlined at the end of Section 3.

3.2 KBNERR Vision and Mission

KBNERR's vision and mission are shown below, along with those of its principal federal and state partners: the NERR system and UAA Alaska Center for Conservation Science. KBNERR and its partners share complementary and mutually supportive visions and missions.

	National Estuarine Research Reserve System (NOAA, NERRS)	**Kachemak Bay National Estuarine Research Reserve (KBNERR)**	**University of Alaska, Anchorage Alaska Center for Conservation Science (UAA, ACCS)**
Vision:	Resilient estuaries and coastal watersheds where human and natural communities thrive.	Kachemak Bay ecosystems and people are robust and resilient.	Fostering research, education, and collaboration on biological conservation and natural resource management in Alaska and the Arctic.
Mission:	Practice and promote stewardship of coasts and estuaries through innovative research, education, and training using a place-based system of protected areas.	Enhance understanding and appreciation of Alaskan coastal ecosystems to ensure that they remain healthy and productive.	

3.3 Priority Coastal Management Issues

The Reserve has the opportunity and responsibility to understand and outreach information about the Kachemak Bay area. Priorities that drive these actions are the need for:

- Understanding Environmental Change
- Understanding Land Use and Human Impacts
- Community Relevant Engagement
- Long-Term Ecosystem Monitoring

3.4 Management Plan Goals

Three overarching goals will guide KBNERR programs over the next 5 years. These are shown in the table below along with a concise "shorthand" statement of each.

Goal 1. Through monitoring and research, develop knowledge relevant to coastal communities. **"Develop Coastal Knowledge"**	Doing the science. Creating monitoring and research programs that collect data that is useful and relevant to surrounding communities, landowners, and decision-makers.
Goal 2. Provide opportunities for all learners to improve coastal science literacy. **"Provide Learning Opportunities"**	Developing materials, curricula, and programs for local citizens, schools, students and interns, tourists, other scientists, and diverse groups and organizations.

Goal 3. Build capacity for coastal stewardship through information exchange, skills-building, and partnerships. **"Promote Stewardship"**	Networking, connecting, sharing, training, creating a shared vision for the area based on local science.

KBNERR goals are complementary to those of its state and federal partners, summarized below.
https://www.uaa.alaska.edu/academics/college-of-arts-and-sciences/strategic-plan.cshtml
https://coast.noaa.gov/data/docs/nerrs/StrategicPlan.pdf
In addition, KBNERR goals provide a framework for guiding collaboration with other partners—federal, academic, state, regional, and local. Active partnering is a KBNERR priority and strength; the Reserve maintains and encourages a strong network of research, education, and training partners (see Appendix A).

NOAA NERR goals Federal Partner	• Applying Science • Educating Communities • Protecting Places • Partnerships
KBNERR goals	• Develop Coastal Knowledge • Provide Learning Opportunities • Promote Stewardship
UAA ACCS goals State Partner	• Student Success • Workforce Development • Community Partnerships • Creative Activity

One way that KBNERR partners contribute to strategic planning is through the KBNERR Community Council (CC). Numerous partners are represented on the council (see Section 2.2). Community Council meetings are open to the public and provide opportunities for input from all those attending.

3.5 Objectives and Strategies

Each KBNERR programmatic sector has identified specific actions (strategies) to pursue over the next 5 years to meet shared goals and objectives. Research, Monitoring, Education and Training programs are described in detail in Section 4: Program Foundations. Objectives are designed to be specific and measurable, realistic and ambitious, and directed towards particular issues and audiences. The tables below show actions specific to each programmatic sector under each goal and objective. For tables showing all strategies under each sector, click here.

Goal 1: Develop knowledge relevant to coastal communities through monitoring and research
Objective 1: By 2026 the Reserve will maintain current and produce five new, unique data products.

Research	Actively seek grants and develop new studies (projects and/or models) to understand environmental change and function
Monitoring	Produce quarterly, annual, and decadal SWMP summaries Biomonitoring synthesis/summaries
Education	Outline Next Gen Science Standards to inform incorporation of new and existing data in curriculum
Training	Assess stakeholder preferences for product format, mediums through routine needs assessments
Administrative	Professional development in new data delivery methodologies

Objective 2: By 2026, the Reserve will produce 5 or more undergraduate and graduate student projects per year

Research	Provide opportunities and mentorship for graduate fellows and undergraduate interns Engage UAA and other research universities as advisor partners for student projects
Monitoring	Provide local data and opportunities to students for communicating science Guest lecture at college courses and mentor undergraduate students who will use monitoring data
Education	Provide student orientation and facilitate onboarding, mentor guidance, learning outcomes, and evaluation Mentor students in science communication and provide opportunities to engage and design education programs
Training	Identify coastal management needs for student projects, connect them with partners for career opportunities Provide stakeholder engagement training and project design guidance to students
Administrative	Advertise and attract students locally and from around the country (including other University-based NERRs Provide facilities for site-based projects Support NERR Graduate Student Fellowship

Objective 3: By 2026, the Reserve will maintain the number of community scientists and volunteer monitors each year.

Research	Identify research needs and gaps that can be filled by citizen science
Monitoring	Develop new community monitoring programs Expand on existing monitoring programs to include new community scientist and volunteer monitors
Education	Collaborate with other programs and partners to increase participation Develop age appropriate protocols/trainings
Training	Assess geographic gaps, information and engagement needs from training and workshop evaluations Provide training for new scientists and monitors
Administrative	Recruit, maintain and support an active volunteer program Outreach citizen science projects and document protocols to increase participation by additional southcentral region communities

Objective 4: By 2026, the Reserve will partner with other ACCS and UA system scientists and staff on 5 new projects.

Research	Update research catalog to identify synergistic activities Collaborate within ACCS and other UA departments on grants Identify expertise needs and hire seasonally
Monitoring	Conservation data serving and thematic integration Build out invasive species initiatives
Education	Outreach products and information from ACCS projects locally in KBAY
Training	Train ACCS staff and other department researchers on coastal management issues Host forums for professional sharing among scientists
Administrative	Connect with staff to other campuses to increase understanding of their capacity and expertise Encourage knowledge sharing during regularly scheduled travel Attend ACCS and UA events and team lead meetings to develop relationships

Objective 5: By 2026, the Reserve will continue to identify current and emergent locally relevant needs and report quarterly.

Research	Keep current on trends in science (state and broader) and share with other staff Participate in local, regional and national meetings, workgroups, networks and task forces
Monitoring	Connect with local management agencies, organizations and government about current issues and needs Participate in local, regional and national meetings, workgroups, networks and task forces
Education	Be responsive to issues in the news to inform lecture and other informal education themes
Training	Use real-time feedback from evaluations to inform training delivery topics Document emergent issues at local workgroups Co-develop rapid response plans for ecological threats with KBNERR manager and local partners Work with local, regional state and national task force groups to identify common issues
Administrative	Advertise opportunities for public input Maintain web contact form and monitor social media Participate in Local Environmental Observer Network and other public interfaces Seek input from the Community Council and report back to them

Goal 2: Provide opportunities for all learners to improve coastal science literacy.

Objective 1. By 2026, every initiative has a communication plan with messages, mediums, and venues for target audiences.

Research	Work with outreach team to provide materials and implement plans once developed Identify key messages
Monitoring	Update and develop SWMP and biomonitoring communication and response plans Address communication preferences and needs of partners during routine engagement
Education	Education will continue to collaborate with partners for venues Develop age appropriate content for preK-16 and public audiences
Training	Training will assist with stakeholder analysis and identify target audiences Provide staff/ACCS professional development in communication techniques Standardize cross-discipline collaboration
Administrative	Dedicated funds for communications planning and implementation Develop and implement an overarching reserve-wide communication plan

Objective 2. By 2026, the Reserve will have a portfolio of site-based learning opportunities.

Research	Develop site profiles with vulnerabilities and uses Develop information/content/equipment for onsite and pre/post materials
Monitoring	Develop site profiles with vulnerabilities and uses Identify datasets relevant to different sites
Education	Work with University summer programs for undergraduate workforce development Develop field based informal programs Work with other sectors to plan community biomonitoring

Training	Develop target audiences and decision-maker relevant site-based learning Identify sites appropriate for field-based learning
Administrative	Create partner and landowner engagement profiles (since we don't own land)

Objective 3. By 2026, the Reserve will have regular and timely engagement with every target audience in our region.

Research	Give presentations in mediums as guided by communication plan Respond to information requests Notify audiences of planned research for on-site engagement
Monitoring	Leverage monitoring trips and time to include partner engagement and community presentations Notify target audiences of monitoring schedules and partnership opportunities
Education	Assess target audience engagement methods and frequency Deliver to diverse audiences
Training	Identify existing routine opportunities to engage coastal decision makers Provide trainings to coastal decision makers Provide technical assistance to local partners engaging coastal decision makers
Administrative	Routine outreach efforts with events notices Identify sources of funding for travel Ensure that project/program communication plans and products are produced and followed

Objective 4. By 2026, technology will be used effectively to reach diverse audiences.

Research	Create data views and portals for end user access Participate in NERR wide technology initiatives Respond to new technology opportunities for information format/delivery
Monitoring	Create data views and portals for end user access Develop content for distance delivery and virtual engagement Maintain live feed of accessible long term monitoring data on KBNERR website
Education	Enable partners to share Reserve info through technology Schedule Reserve staff as guests on others' webinars Livestream public events Coordinate radio and other media opportunities Show drones and hand-held instruments for measuring environmental conditions in the classroom
Training	Produce distance delivered topical training, collaborative workspaces Align with UA information technology on technology use and practice Build capacity for staff and partner virtual engagement
Administrative	Ensure that a technology replacement plan is in place Incorporate emerging communication technologies in outreach Develop social media plan including templates Establish a mechanism for maintenance and regularly scheduled updates of the KBNERR website

Objective 5. By 2026, the Reserve has implemented a data delivery and management plan.

Research	Establish protocols for data acquisition and metadata organization (followed by everyone) Document current data locations/serving for management plan

	Use technology to improve efficiency and reduce error
Monitoring	Ensure consistent version control and data storage Track whether observing and data delivery platforms/portals are continually able to access real time/updatable monitoring information
Education	Assess educator needs for curated data delivery, preferred delivery methods and frequency
Training	Assess decision maker needs for curated data Cross train staff on data management and delivery protocols Facilitate KBNERR data exchange with partners
Administrative	Obtain dedicated funding for data management and serving

Objective 6. By 2026, the Reserve will have an established role in providing resources and training to educators for curriculum or workforce development.

Research	Serve as guest lecturers/speakers Provide expertise at teacher trainings/field trips Provide data and summaries for curriculum
Monitoring	Work with education staff and teachers to incorporate field-based data collection protocols into curriculum Provide monitoring data and in-person support for Teachers on the Estuary training
Education	Annual workshops for TOTE Work with UAA to recruit undergraduate and graduate students for training programs (pre-service) Develop a short Master Naturalist Training for local ecotourism guides and operators
Training	Mentor local educators for workforce development Develop teacher needs assessment
Administrative	Expand use of bunkhouse for housing visiting teachers Establish a cost center for paying Work to recruit pre-service educators for programs

Goal 3: Build capacity for coastal stewardship through information exchange, skills-building, and partnerships.

Objective 1. By 2026, 100% of local elected and appointed officials and coastal decision-maker audiences will be informed of Reserve projects and information.

Research	Partner with municipalities on research projects Participate in public meetings and provide audience appropriate content
Monitoring	Partner with tribes on environmental monitoring projects Provide monitoring summaries and updates for government public processes/presentations
Education	Provide public programs that spotlight information exchange Invite officials to open events or present based on their roles

Training	Identify elected, appointed officials and coastal decision-makers in CTP needs assessment Identify opportunities for bringing projects to public process meetings
Administrative	Add elected, appointed officials and coastal decision-makers to communication plan

Objective 2. By 2026, 10 coastal resource users and decision makers report that their actions are informed by Reserve science.

Research	Document and share success stories from research projects and partnerships
Monitoring	Report community data requests, information usage and participation in monitoring results with regulatory agencies
Education	Encourage teaching from kids to parents, engage youth as entry points to communities Educate resource users, industry representatives, and NGOs using science to advocate 6 Month follow up evaluation with teacher trainings
Training	Train staff in writing success stories, program evaluation and follow through Serve on other boards and participate in agency planning meetings Evaluate trainings, document testimonials, intent to use and follow up
Administrative	Outreach success stories locally Conduct long-term evaluation of initiatives Serve on other boards and participate in agency planning meetings Collect reports of use of Reserve science at Community Council Meetings

Objective 3. By 2026, staff from all sectors will present or provide leadership annually at professional knowledge-sharing or skill-building events.

Research	Practice presentations with staff to build skills Identify topical workshops and conferences Present research papers and publications and lead trainings
Monitoring	Practice presentations with staff to build skills Identify topical workshops and conferences Lead trainings, develop monitoring protocols for sharing
Education	Co-Lead educator and education professional trainings Professional sharing session at local-regional science conferences and symposia
Training	Train staff in science communication and facilitation Design trainings with staff that are good for professional skill building Provide opportunities for leadership at local-regional science conferences and symposia Annual meeting planning and professional development at national meetings
Administrative	Develop funding strategy, write travel into grants Allocate travel funding to attend professional events Recruit professionals to trainings (event management)

Objective 4. By 2026, the Reserve will engage in collaborative forums to maintain and grow partnerships.

Research	Participate and present at annual/seasonal forums including conferences, workgroups, meetings

Monitoring	Participate and present at annual/seasonal forums including conferences, workgroups, meetings
Education	Participate and present at annual/seasonal forums including conferences, workgroups, meetings
Training	Participate and present at annual/seasonal forums including conferences, workgroups, meetings Provide technical assistance in coordination of informal and formal workgroup and networking opportunities
Administrative	Allocate funding and support for staff and partner time and travel Identify forums that overlap with ACCS staff Sponsor/Convene Kachemak Bay Science Conference and/or Alaska Conservation Science meetings

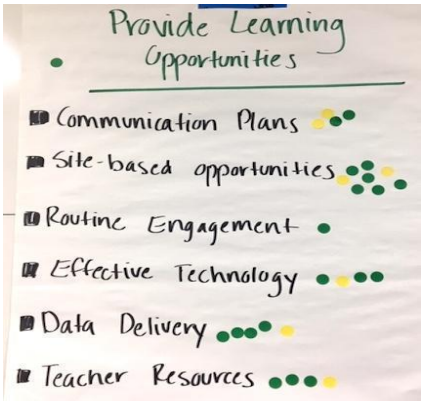
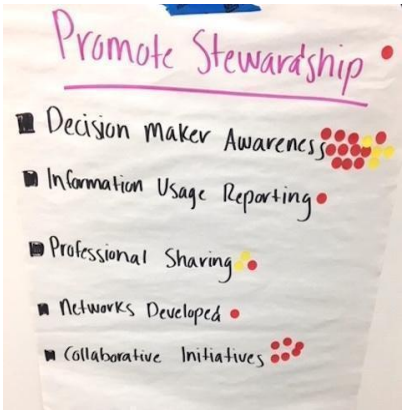
Objective 5: By 2026, the Reserve will connect to more partners locally, across the state, and around the country to show Reserve relevance.

Research	Support partner projects with in-kind services and assets Identify KBNERR niche in global initiatives and NERR system for science transfers and topical research projects Publish and present papers and identify communities of practice
Monitoring	Participate in topical workgroups Share curated data Participate in national and international monitoring initiatives
Education	UA platform to expand reach, connecting with remote campuses
Training	Update training market analysis, attend state and national meetings, Intentional partnership with complementary training organizations Facilitate opportunities for information exchange between researcher and decision-makers Work with task force groups to work synergistically toward data collection and problem resolution
Administrative	Foster and participate in community, statewide and national collaborations that support KBNERR programs Success stories of transfers from KBAY to bioregion/state/other NERRS Empower partners to share reserves stories/relevance by creating communication products and materials Market the Reserve to more partners Closer matching with ACCS partners Identify and facilitate article submissions to current and new media outlets Work with the KBNERR Community Council to identify how it actively participates in Reserve activities

3.6 Prioritizing

Prioritizing is key in strategic planning—limited resources may prevent meeting all objectives and require choosing among them. For this plan, KBNERR solicited input on priorities from its Community Council, which represents KBNERR partners and "clients" (e.g., key users of KBNERR programs and data, such as schools, governments, landowners, and other decision-makers). At a meeting on February 19, 2019, council members and others attending were each given colored dots and asked to vote for one "top priority" objective under each goal and a single "special emphasis" objective (yellow dots) among all goals. Results, shown below, will be used to guide prioritization of Reserve efforts.

Table x: Strategy prioritization exercise results from KBNERR Community Council

4 Program Foundations

4.1 Research and Monitoring Program

4.1.1 National Research and Monitoring Program

Research at each reserve is designed to fulfill reserve system goals as defined in regulation (15 C.F.R Part 921(b)). Reserves are created to provide a stable platform for long-term research on estuarine conditions and relevant coastal management issues. The System-Wide Monitoring Program (SWMP) delivers standardized measurements of short-term variability and long-term changes in water quality and biological systems, and maps land use and land cover characteristics across all reserves. The effort is focused on three ecosystem characteristics: abiotic characteristics (water temperature, salinity and quality, and weather); biotic characteristics (habitat types and species); and watershed and land use characteristics (land cover and elevation changes). Reserve-generated data meet federal geographical data standards and are available via the Reserve System's Centralized Data Management Office (CDMO). Reserves also serve as sentinel sites for observing how coastal habitats respond to changing water levels. This program is guided by the *reserves' System-wide Monitoring Program Plan,* the *Reserve Habitat Mapping and Change Plan,* and *Sentinel Sites Guidance.*

The Reserve System also supports applied research through its Science Collaborative program and the Margaret A. Davidson Graduate Fellowship program. The Science Collaborative funds competitive research projects that engage end-users in the project design and address system wide NERRS research and management needs. The goal of the Davidson Fellowship is to build the next generation of leaders in estuarine science and coastal management. The fellowship provides opportunities for graduate students to conduct research within a reserve under the guidance of a mentor who also supports their professional development.

The *Reserve System Strategic Plan* outlines research objectives to maintain and expand biophysical and socioeconomic monitoring to track environmental change, increase the use of collaborative research to address decision-maker needs, and ensure that scientific, education, and management audiences can use the data, research results, and tools developed by the system.

4.1.2 National System-Wide Monitoring Program

Environmental monitoring is supported through the System-Wide Monitoring Program (SWMP), which provides standardized data on national estuarine environmental trends while allowing flexibility to assess coastal management issues of regional or local concern. The System-Wide Monitoring Program Plan describes SWMP and its role in supporting the National Estuarine Research Reserve System's mission and strategic goals, details existing capacity, and outlines an implementation and development plan for the program. SWMP monitors short-term variability and long-term changes in water quality, biological systems, sea level and lake level change impacts on coastal habitats, and land use and land cover characteristics of estuaries and estuarine ecosystems for the purpose of informing effective coastal zone management. The program is designed to enhance the value and

support the vision of the reserves as a system of national reference sites and focuses on three ecosystem characteristics:

1. **Abiotic Characteristics**: Abiotic measurements are taken using standard protocols, parameters, and approaches that describe the physical environment, including weather, water quality, and hydrological conditions. The monitoring program currently provides data on water temperature, specific conductivity, pH, turbidity, salinity, concentration of dissolved oxygen, and water depth. Meteorological data include air temperature, relative humidity, barometric pressure, wind speed, wind direction, rainfall, and photosynthetically active radiation (PAR). In addition, the program collects monthly nutrient and chlorophyll samples at all stations and monthly diel samples at one SWMP data logger station. Data are Federal Geographic Data Committee compliant and available via the CDMO.
2. **Biotic Characteristics**: Reserves are focusing on monitoring habitats and biodiversity.
3. **Watershed and Land Use Classifications**: The Reserve System is examining links between watershed land use and coastal habitat quality by tracking and evaluating changes in coastal habitats and watershed land uses and land cover. This element is guided by the Reserve System Habitat Mapping and Change Plan[3].

Building on these foundational elements, the Reserve System is developing a network of sentinel sites and the capacity to assess the impact of sea level/lake level changes and inundation on the diverse set of coastal vegetative habitats represented in the system. Reserves are implementing a suite of activities, as described in Reserve System Sentinel Site Guidance Documents[4], to assess relationships between vegetative communities (marsh, mangrove, and submerged aquatic vegetation) and sea level. Reserves are adding surface elevation tables and monitoring pore water chemistry along vegetation monitoring transects and linking their SWMP to a network of specialized spatial infrastructure to allow precise measurement of local sea level and lake level changes and subsequent impacts to key habitats. The Reserve System is working in partnership with NOAA's National Geodetic Survey and the Center for Operational Oceanographic Products and Services to support the development of sentinel sites.

4.1.3 KBNERR Research and Monitoring Program context

Setting and Context:
The KBNERR Research and Monitoring (R&M) program is place-based and focused on ecosystem aspects of Kachemak Bay and surrounding watersheds. The large size of the Reserve area and its proximity to the Gulf of Alaska make KBNERR an ideal long-term sentinel site for tracking, understanding, and interpreting larger-scale ecological shifts related to climate change in Southcentral Alaska.

Research is conducted both independently and in collaboration with regional, state, and national partners, resulting in numerous baseline and analytic datasets and maps. These provide key information for coastal decision-makers and the public and guide future studies. Research data supports developing effective, innovative solutions to coastal management problems and concerns. The Reserve is recognized as a regional leader of watershed research, in particular for the robust body of work in Kenai Lowlands watersheds-which are a center of human activity adjacent to the Reserve. Key coastal research activities led by the Reserve include detailed intertidal assessments, regional salt marsh mapping, studies of estuarine fish communities, and assessing relative changes in land and sea level.

Monitoring initiatives, including the System-Wide Monitoring Program (SWMP), and the Harmful Species Community-based monitoring program support short- and long-term data acquisition. SWMP tracks parameters such as water quality, meteorology, and salt marsh vegetation. Harmful species program focuses on HABs and

[3] See *Mapping Land Use and Habitat Change in the National Estuarine Research Reserve System*, 2015, at https://coast.noaa.gov/data/docs/nerrs/Standard_Operating_Procedures_Mapping_Land_Use_and_Habitat_Change_in_the_NERRS.pdf.
[4] See for example, *Sentinel Sites Program Guidance for Climate Change Impacts*, 2012, at grandbaynerr.org/wp-content/uploads/2014/06/Research_SentinelSitesGuidanceDoc.pdf and *Coastal Habitat Response to Changing Water Levels*, *NERR Sentinel Site Application Module 1,* 2016, at coast.noaa.gov/data/docs/nerrs/Research_SentinelSitesGuidanceDoc.pdf

marine invasive species such as European Green Crab and tunicates. KBNERR staff also partner on monitoring phytoplankton, zooplankton, oceanographic shifts, and continued tracking of relative sea level change.

Priority Issues:
KBNERR R&M efforts focus on three biophysical focal areas: oceanography, coastal ecology, and watershed ecology. Examples of R&M areas of interest are listed above. Projects often combine environmental and biological research, monitoring, and analysis with spatial mapping techniques to provide useful Geographic Information System (GIS) products promoting holistic understanding of terrestrial, marine, and/or estuarine environments. Since the last management plan, discrete, grant-funded research projects continue to contribute to understanding of local and regional long-term trends and key ecological functions, including landscape connections supporting headwaters stream habitats for juvenile salmonids, and the downstream export of nutrients fueling lower river reaches, fish movements in estuaries, nearshore fish communities, HABs, marine ecosystem responses, groundwater aquifers, ocean circulation patterns and acidification (OA), salt marsh dynamics, peatland carbon studies, ecosystem services, coastal erosion, coastal habitat dynamics, and estuarine food webs.

Priority Audiences:
The program works to remain responsive to local needs so that it can contribute to the resiliency of coastal communities. Input from the KBNERR Community Council and periodic coastal decision-maker needs assessments help the R&M program identify local concerns and priorities. Reserve staff engage with coastal and regional resource managers, planners, research colleagues, and others to jointly identify R&M needs. Reserve staff also track national trends and topics relevant to the subarctic region. By sharing this information with decision-makers and local communities, KBNERR assists stakeholders in developing effective ways to help their communities adapt to change while promoting optimal, sustainable ecosystem functions.

4.1.4 KBNERR Research and Monitoring Program capacity

R&M program capacity depends primarily on a dedicated Research Coordinator, full time or part-time research technicians, facilities, and transportation (on-road and off-road vehicles and boats) funded through the Reserve operating award for continuation of the Reserve's monitoring programs. Capacity is enhanced through additional project-based grant funding which allows hire of additional staff (Research Professionals and technicians) as well as creative partnerships involving a wide variety of entities. KBNERR has a history of involving other universities; state, federal, borough, and local agencies and governments; nonprofit organizations; and local schools in their research and monitoring projects. Collaborative partners are identified in Appendix A. KBNERR capacity is also expanded by support available through the University of Alaska and the NERR System for professional training and technical support. The Science Collaborative offers competitive opportunities for funding of collaborative research, information and technology transfer, graduate education, and adaptive management to the development and application of science-based tools to detect, prevent, and reverse impacts of coastal pollution and habitat degradation in a time of climate change. The Reserve R&M program has a strong history of funding through the NERR Science Collaborative program, Kachemak Bay was designated as a NOAA Habitat Focus area in 2016, which provided project support for bivalve studies. In 2019, the Reserve was designated as a Smithsonian Working Lands and Seascapes site, for Salmon and People studies and engagement.

4.1.5 KBNERR Research and Monitoring Program delivery

Program delivery is built upon system-wide monitoring requirements, engaging a variety of R&M partnerships and mechanisms for stakeholder involvement, which lead to the identification of key questions and concerns. This platform provides a base for developing proposals and designing projects to meet identified needs. Needs not readily addressed through KBNERR programs can be redirected to partners who have the appropriate expertise and programmatic resources.

R&M program delivery, as well as capacity, is enhanced by integrating R&M activities with KBNERR's outreach activities. This in turn promotes dissemination of R&M data. All Reserve staff (permanent, temporary, volunteer, intern, and visiting) work together to promote cross-training among programs, resulting in the ability of all personnel to help acquire and deliver R&M information. This creates efficient integration of programs, effective information sharing, and cross-fertilization of ideas.

NOAA performance measures are reported by R&M each fiscal year, including number of monitoring initiatives, students involved, grant proposals written, and grant proposals funded.

4.1.6 KBNERR Research and Monitoring Program future needs and opportunities

To identify and prioritize R&M needs, Reserve staff meet regularly to discuss activities and findings and to generate new ideas through cross-sectoral input and coordination. R&M capacity is constrained by limits on funding, time, and expertise and related limits on staff, facilities, and equipment. Funding uncertainty limits staff ability to aggressively pursue and take advantage of R&M opportunities as they arise.

Due to the rapidly changing climate, coastal environments face new challenges—among them sea level change, ocean acidification, changes in fresh and marine water temperatures, frequency and intensity of storm events, alterations in precipitation patterns, long-term drying trends in surrounding watersheds, rapid loss of coastal glaciers, ongoing coastal uplift, and spread of harmful species. KBNERR is on the forefront in initiating and implementing R&M efforts to collect information essential for recognizing and understanding such local and regional environmental change. The R&M staff work closely with the training program to incorporate feedback from local decision-makers and needs assessments.

4.1.7 KBNERR Research and Monitoring goals, objectives, and strategies

R&M staff take a leading role in the KBNERR overarching Goal 1: Through monitoring and research, they develop knowledge relevant to coastal communities, and have significant parts to play in all KBNERR goals and strategies to meet collective objectives. Desired program outcomes for the next 5 years are reflected in R&M strategies found at:
Research: https://drive.google.com/file/d/1iRcSz-FmeDW_nkcpqyCKQToQ1OxyB34v/view?usp=sharing
Monitoring: https://drive.google.com/file/d/1gqVYCcB9w63CbyqNA6q4KZH1ZKTqi1jU/view?usp=sharing

4.2 Education Program

4.2.1 National Education Program

The National Estuarine Research Reserve System's mission includes an emphasis on education, interpretation, and outreach. Education at each reserve is designed to fulfill reserve system goals as defined in the regulations (15 C.F.R Part 921(b)).

The Reserve System seeks to enhance public awareness and understanding of estuarine areas and provide suitable opportunities for public education and interpretation. The Reserve System increases estuary literacy among students, teachers, and the public through the K-12 Estuarine Education Program (KEEP) and Conservation Action Education programs.

The K-12 Estuarine Education Program helps educators bring estuarine science into the classroom through hands-on learning, experiments, fieldwork, and data explorations using grade-appropriate lessons, activities, and videos. Reserves also offer teacher development programs that use established coastal and estuarine science curricula aligned with state and national science education standards. Teachers on the Estuary (TOTE) workshops give teachers the opportunity to explore coastal habitats and conduct field investigations, learn how to integrate local and national monitoring data into the classroom, and gain hands-on experience using estuary education resources.

As part of the Conservation Action Education program, reserves conduct formal and informal education activities and outreach activities that target culturally diverse audiences of educators, students, and environmental professionals; people who use these natural resources for work or play; and the public. Reserves integrate research and monitoring into their educational and outreach efforts, providing a multi-faceted, locally focused approach aimed at engaging the community.

The Reserve System Strategic Plan outlines education objectives designed to increase the public's awareness of and participation in stewardship activities; improve educators' and students' understanding and use of the Reserve

System and NOAA resources for place-based and inquiry-based learning; and grow and motivate the next generation of coastal professionals through access to programs and facilities that facilitate research, resource management, and educational opportunities.

4.2.2 KBNERR Education Program context

Setting and Context: Kachemak Bay surrounding areas are home to around 12,000 people. Populations fluctuate seasonally due to tourism and seasonal employment. The context of the Reserve's education program is shaped by the need to:

- identify and employ effective methods for engaging stakeholders and addressing their concerns, including those of Alaska Native villages and other remote communities;
- train educators in informed, place-based science;
- meet people where they are in their learning journey;
- develop useful and user-friendly decision-making frameworks, e.g., related to climate resilience and carbon reduction;
- effectively market program offerings to new audiences;

Priority Audiences: The education program has identified the following target audiences to focus on for the next 5 years

- students in grades 7-12;
- teachers at all levels—both public and private and including professors at the Kachemak Bay Campus of UAA Kenai Peninsula College;
- partners providing education about coastal environments (e.g., AMNWR, Alaska State Parks, and other NERRs); and
- informal audiences of residents and visitors.

Priority Audiences: Through a Market Analysis/Needs Assessment of educators in 2010, Reserve staff determined that climate change and related topics of sea level rise and ocean acidification warranted more focus. Reserve educators have since included climate-related science in nearly every educational offering delivered.

4.2.3 KBNERR Education Program capacity

Internal and External Resources: The Education Program is the primary responsibility of the Education Coordinator and Education Specialist(s). Reserve R&M and Administrative Research Technicians/Professionals assist with program content and delivery. Challenges in capacity faced by KBNERR's Education Program in the past 9 years include changing state partners, moving offices from the Alaska Islands and Ocean Visitor Center (AIOVC) to the KBNERR Field Station, and losing staff educators and funding opportunities. Moving to a new building left the education team without a designated education venue and with greatly decreased access to the fully equipped lab classroom that had been a significant part of KBNERR identity prior to the move. Staff shortfall made it difficult to maintain previous capacity, and adjustments were made in how education was provided—with a new focus on a classroom-based approach with one or two educators.

Another significant constraint on Education Program capacity has been the need to constantly seek new funding sources and the related sense of job insecurity. Most educational grants are highly competitive, especially larger national grants. National funders look for large outreach numbers, which is difficult to guarantee in a small Alaskan community. State and local grants are easier to obtain but generally cover only 1 or 2 months of staff salary, requiring a patchwork of grants to piece together a year of programming.

Strategic Partnerships: Given these challenges, partnerships have played an increasingly significant role in KBNERR's educational capacity. Reserve educators have developed and fostered a growing number of mutually beneficial partnerships, especially through the Kachemak Bay Environmental Education Alliance (KBEEA). Key partners are listed below. Other education partners are identified in Appendix A [Partnership matrix].

1. The Pratt Museum – The Pratt Museum and the Reserve coordinate as full partners in conducting long-term visioning, developing programs, and seeking grants (www.prattmuseum.org).

2. The Center for Alaskan Coastal Studies – CACS and the Reserve coordinate as full partners in conducting long-term visioning, developing programs, and seeking grants (www.akcoastalstudies.org).
3. AMNWR– Refuge education staff act as full partners with KBNERR education staff (http://alaskamaritime.fws.gov/).
4. Project GRAD – In school and afterschool programs within the KPBSD
5. ADF&G – youth salmon celebration

4.2.4 KBNERR Education Program Alignment and Delivery

KBNERR educational offerings are delivered through a variety of formats, including: Naturalist in the Classroom (NITC), Teachers on the Estuary (TOTE), Master Naturalist, lunch lectures, Barley and OATs (Outdoor Adventure Talks), Project Grad, Estuary Hikes, and school field trips. The NOAA Hollings Prep Program, NOAA Hollings Scholar, and NOAA Educational Partnership Programs support students in learning applied research methods at KBNERR. The education program supports the Reserve R&M program by incorporating input from R&M activities into educational offerings such as Discovery Labs and TOTE while also coordinating with the CTP.

K-16 and professional teacher development programs include use of KBNERR-developed coastal and estuarine science curricular activities aligned with Alaska and Kenai Peninsula Borough School District educational standards, among them inquiry-based lab classroom activities and field experiences.

Programmatic evaluations are an ongoing tool used by KBNERR staff to measure the effectiveness of formal K-16 educational offerings. Written evaluations are completed by visiting teachers whose students participate in K-12 Discovery Labs, and the KBNERR CTP has begun using an electronic tool which assists participants in rating training, including teacher professional development training.

4.2.5 KBNERR Education Program future needs and opportunities

There are four environmental education organizations in the greater Homer area that have programs covering overlapping topics. This is a challenge for KBNERR, which needs to create a distinct identity and to offer the community, students and educators valuable programming that isn't duplicative. Additionally, significant staff turnover within partner organizations over the past 3 years has resulted in some confusion about how respective program decisions should be handled. Since the reserve transition to a University state partner, there is an opportunity and desire to bridge the historical gap in services KBNERR has experienced with secondary and post-secondary learners to ensure longitudinal student engagement and alignment with UAA student recruitment and success goals. Partnerships with communities, schools and student supporting organizations (Project GRAD, ANSEP) will be important to identify self-selecting students in KBNERR related fields to create internship experiences. Collaborative grant writing with partners (CACS, CRRC) can also be a means to expand programs and services to additional remote communities in the Gulf of Alaska bioregion. Self-guided and virtual curriculum and resources based on KBNERR and NERR System content would enhance the education program reach while minimizing potential travel costs.

4.2.6 KBNERR Education Program goals, objectives, and strategies

Education staff take a leading role in the KBNERR overarching Goal 2: Provide opportunities for all learners to improve coastal science literacy and have significant parts to play in all KBNERR goals and strategies to meet collective objectives. Desired program outcomes for the next 5 years are reflected in Education Program strategies found at https://drive.google.com/file/d/101UYk5Y3u85HdJffFRn56L4nTURd61ox/view?usp=sharing.

4.3 Coastal Training Program (CTP)

4.3.1 National Coastal Training Program

The reserve system has a responsibility to educate coastal decision makers and supports reserve system goals, as defined in the regulations (15 C.F.R. Part 921(b)).

The CTP provides up-to-date scientific information and skill-building opportunities to coastal decision-makers on relevant coastal management issues. Target audiences may vary for each reserve, but generally include local elected or appointed officials, managers of both public and private lands, natural resource managers, coastal and community planners, and coastal business owners and operators. They may also include such audiences as farmers, watershed councils, professional associations, recreation enthusiasts, researchers, and more.

The place-based nature of reserves makes them uniquely positioned to deliver pertinent information to these audiences. Each reserve conducts an analysis of the training market and assessment of audience needs to identify how best to deliver relevant training on priority issues to their area.

Partnerships are integral to the program's success. Reserves work closely with a host of local partners, as well as several NOAA programs, to determine key coastal resource issues and the appropriate target audiences and expertise needed to deliver relevant and accessible programs.

The Reserve System Strategic Plan outlines coastal training objectives designed to ensure that coastal decision-makers and environmental professionals understand and effectively apply science-based tools, information, and planning approaches that support resilient estuaries and coastal communities.

4.3.2 KBNERR Coastal Training Program context

The KBNERR CTP works to enhance understanding, appreciation, stewardship, and management of Alaskan coastal resources and enable sustainable resource management. Since inception in 2002, the program has provided science-based training, technical assistance, and collaborative learning opportunities to coastal decision-makers on a wide range of coastal issues. Here, "coastal decision-maker" describes any individual who makes regular decisions that impact the coastal or estuarine environments, either directly or indirectly, through their professional or volunteer activities. The approach for CTP has been adjusted from the last management plan to reflect changes in the training market, emerging issues, and state partnerships (now based within a University instead of a regulatory agency). The CTP 2021-2026 approach is informed by:

- stakeholder interviews from a 2019 Ecosystem Services Assessment
- findings from a 2018 NOAA OCM program review
- a 2018 analysis of the CTP sector priorities and network dynamics
- results of a 2010 Market Analysis and Needs Assessment,
- routine workshop/training participant evaluation surveys,
- feedback from CTP advisors
- informal exchanges, and unsolicited feedback

Ecological and Socioeconomic Setting and context:
The CTP operates in a setting consistent with the overall KBNERR context described in the introductory sections 2.3 Ecological characteristics and key species and 2.4 Social attributes and population demographics. The geographic scope and service area of the CTP overlaps with that of the Research, Monitoring and Education sectors, but can apply more broadly to coastal Alaska. Coastal decision-makers can be located outside the KBNERR geographic area and may have little familiarity with, or even interest in, Kachemak Bay environments and communities even though their actions influence the management of KBNERR.

Priority Issues/Training Needs
The basis of CTP priority issues and decision-maker training needs come from a peninsula-wide coastal decision-maker needs assessment (KBNERR CTP, 2010) and a program review (NOAA OCM, 2018). Since 2015, when UAA ACCS replaced ADF&G as the Reserve's state partner, CTP has incorporated into program delivery the mission and goals of ACCS along with the NERR System Strategic Plan. ACCS focuses on facilitating conservation and management of natural resources through data synthesis projects and technical assistance with increased access to conservation data. As part of a 2018 analysis of the CTP sector priority training and technical assistance topics and the network dynamics the CTP sector developed the consensus definition of a priority topic as one that:

1. Uses the CTP's niche capabilities while advancing the mission of the Reserve; and

2. Is considered important to target audiences and/or advisory groups and/or addresses a science-based need identified by the Reserve or its stakeholders

Unique conditions in Alaska make the following issues priorities, particularly on the Kenai Peninsula, where ecological functions are relatively intact, providing a myriad of ecosystem services to residents and visitors. In a low-regulatory environment, conservation and effective resource and land use planning are desired approaches instead of habitat restoration and mitigation. Additionally, climate impacts have been observed in the Gulf of Alaska and statewide, raising concerns and reflecting the immediacy of an adaptive response to these issues. Fish habitat (in the watershed, nearshore and ocean environments) is of particular concern to local audiences as Alaskan commercial, subsistence, and recreational fishing significantly contribute to the economic and cultural resilience of the population. In addition, CTP uses the positive and negative perceptions of natural resource management, policy, and practices from an Ecosystem Services Assessment (Flaherty et. al, 2019) to inform CTP training needs in regard to the context of state and local decision-making. Perceptions of resource management are useful in understanding opinions and attitudes, as well as in improving communication between organizations and the community.

Table x: Negative and Positive Perceptions of Natural Resource Management
(% of Interviews = total percentage of interviews that contained the associated threat) (n = 31).

Negative Perceptions

Natural Resource Management

Management-Related Topic	*% of Interviews*
Science Gaps	51
Fisheries Management	45
Agency Budget Constraints	35
Political Influence	25
Disjointed/Ineffective Management/Policies	19
Insufficient Enforcement	9

Positive Perceptions

Natural Resource Management

Management-Related Topic	*% of Interviews*
Federal & State Policies and Protections	58
Local Policies & Protections	29
Scientific Research	26

The highest request for training and technical assistance by coastal decision-makers has been for coastal science knowledge transfer, specifically on climate change impacts, fish and wildlife management in a changing climate, habitat protection, and cumulative impacts. Additional technical training and skill development topics have been requested that allow people to more effectively use coastal science, such as effective public outreach and engagement, how to communicate science, planning for climate change, sustainable design and development, permitting and planning processes, geospatial mapping, invasive species identification and response, and other ecosystem-based management tool trainings. Results of the 2010 Needs Assessment indicated that climate change, conservation biology, ecosystem-based management, oceanography, and cumulative impacts were topics of high interest for CTP audiences. In recent years CTP has developed trainings that address these topics while integrating up-to-date local research and monitoring data.

To refine the priority issues and training needs highlighted in the Needs Assessment for this management plan, the KBNERR team first met in a strategic planning process. The KBNERR Community Council and Education and Research Subcommittees also met as a part of a program review by NOAA OCM in 2018-2019 to select priority coastal management issues of the KBNERR. While the priority issues are fairly broad in nature, they are all connected and influence the way in which we inhabit this coastal area and support KBNERR efforts and its ability to effectively fulfill its mission. The following topics align with strategic goals and reinforce the priorities from the Needs Assessment:

Understanding Environmental Change: Enhancing community resilience to prepare for or prevent impacts of climate change

Training Needs: Water quality, extreme weather, marine toxins and HABs, invasive species, ocean acidification, freshwater resources, coastal erosion and shoreline change, flooding, glacier loss, habitat loss, climate mitigation and adaptation ecosystem services

Understanding Land Use and Human Impacts: Providing science to mitigate anthropogenic stressors and maintain coastal ecosystem services

Training Needs: Siting industrial and commercial activities, natural infrastructure solutions, monitoring socio-economic change, managing visitor use, ecological functions and ecosystem connectivity

Community Relevant Engagement: Building capacity to connect with stakeholders and contextualize place-based research in decision-making

Training Needs: Effective public outreach and education, sustainable design and development, suitability mapping, planning for climate change

Long-Term Ecosystem Monitoring: Understanding drivers of habitat quality, biodiversity and ecology of species of local importance

Training Needs: Harvestable species: groundfish, anadromous fish, shellfish; utilization species: migratory shorebirds and waterfowl, marine mammals

Emerging skills training needs in the next five years are based in social science, new technology and tools for more effectively understanding and communicating coastal management issues. Examples are ecosystem service valuation, resource economics, land and resource use conflict resolution, effective virtual stakeholder engagement, community based social marketing, and risk communication skills. Emerging topical issues or training needs that are anticipated in the next five years will potentially be cross-linked to more than one priority topic such as resource use and development pressure in a changing climate. Example topics:

Increasing HAB risk with growing mariculture industry or wild shellfish harvest

Drought in tandem with increasing agriculture and material extraction activity in watersheds

The KBNERR CTP has already offered workshops, trainings and/or technical assistance opportunities on most of the topics listed, and the program will continue to offer, develop, and expand its training opportunities to address the key issues outlined in current and future needs assessments based on periodic review and as new decision-makers are identified in the region.

Priority Audiences

While the efforts of the KBNERR's education programs make information available to a wide audience of residents and visitors (preK-16 students, families, adults), the primary audiences of the CTP are coastal decision-makers. Here, "coastal decision-maker" describes any individual who makes regular decisions that impact the coastal or estuarine environments, either directly or indirectly, through their professional or volunteer activities. They can be divided into four general categories: coastal policy decision-makers, coastal resource managers, coastal resource user groups, and researchers.

1. coastal **policy decision-makers** at all levels (local, tribal, borough, state, federal), including elected officials, land use and resource planners, and regulatory agencies;
2. coastal **resource and land managers** at the local, tribal, borough, state, and federal, levels;
3. coastal **resource user groups**, including local business and community stakeholders—this varied group ranges from land developers, tourism businesses, and recreators to environmental and educational non-profits; and
4. **researchers** from varied backgrounds and disciplines interested in conducting research or developing multidisciplinary partnerships.

Table x: Priority CTP audience categories and example entities

Audience Type	Example Entities

Policy DMs Local-State Government *staff, elected and appointed officials*	City of Homer City of Seldovia Kenai Peninsula Borough Seldovia Village Tribe Port Graham Tribal Council Nanwalek IRA Council Ninilchik Traditional Council
Land Managers Landowners *staff of corporations, land trusts*	KPB Land Management Kachemak Heritage Land Trust SOA Department of Natural Resources Cook Inlet Regional Inc. Tribal Corporation Kenai National Wildlife Refuge Kenai Fjords National Park Alaska Maritime National Wildlife Refuge
Resource Managers *Regulatory Agency Staff*	SOA Department of Fish and Game- Sport, Commercial, Subsistence and Habitat Divisions SOA Department of Environmental Conservation- Division of Environmental Health SOA Department of Natural Resources- State Parks SOA Department of Health and Social Services- Division of Public Health NOAA Fisheries Enforcement Field Office
Resource users *Businesses, staff of nonprofits, advocates, educators*	Fishermen Tourism Businesses Mariculture Operators Chamber of Commerce Homer Soil and Water Conservation District Kenai Watershed Forum
Researchers *academics, conservation*	NOAA NCCOS Kasitsna Bay Lab University of Alaska: UAF CFOS, UAA ACCS, UAA KPC Alaska Pacific University Cook Inletkeeper Cook Inlet Regional Citizens Advisory Council USGS Smithsonian Institute

In the 2019 Ecosystem Services assessment most interviewees emphasized that responsibility for local resource management largely falls to state and local authorities and felt federal influence over the Kachemak Bay area's resources was fairly removed. The most frequently mentioned management and regulatory authorities include ADF&G, City of Homer Planning Commission, and Kenai Peninsula Borough. The Department of Fish and Game was most often discussed in the context of fishery and wildlife management, while the Homer Planning Commission and Kenai Peninsula Borough were largely tied to land use and development decision-making.

Alignment within the Reserve

Like all KBNERR programmatic sectors, CTP leverages KBNERR and NERR system-wide resources to create effective training opportunities for diverse audiences. Specific initiatives and projects are detailed in the strategic partnerships section.

CTP provides expertise in collaborative project design and evaluation, as well as stakeholder engagement and social science tools that enhance capacity to attract extramural funding. Typically, emerging priority training issues parallel new research and monitoring lines of inquiry, as stakeholder needs are identified through CTP engagement and evaluation, and research and monitoring staff discover innovative research and methods and develop new coastal science to connect with decision-makers. CTP training and technical assistance experts work with R&M sectors to root stakeholder engagement and training programs in KBNERR science, drawing on research, data and expertise of R&M staff. CTP works closely with the Education Program to translate place-based research into place-based learning opportunities for both programs' audiences. CTP and education staff

collaboratively plan mutually beneficial holistic engagement, such as offering topical or thematic in-school programs, community leader training, and technical assistance on the same day in remote communities. CTP also works with Education to facilitate intergenerational and place-based learning opportunities, connecting students and coastal decision-makers.

CTP contributes to system-wide sector planning and initiatives through performance monitoring and success stories. CTP also provides unique perspectives in incorporating local knowledge and creative engagement strategies from a rural subarctic setting to the national NERR story.

4.3.3 Coastal Training Program capacity

Capacity
CTP tasks are funded by the NOAA Operations award; the CTP Coordinator position is dependent on additional extramural funding. The National CTP provides 9 months of full-time funding (approximately .75 FTE) to coordinate and implement the local program, and additional funds may be available from other projects to supplement the position. Partner programs provide oversight, staff time, and in-kind support by participating on the KBNERR CTP's Advisory Committee, providing feedback on needs assessments and program design, and assisting with supplies and marketing. As a leading sector in engaging social science tools and expertise in the NERR system, there are future opportunities to increase capacity by seeking extramural funds on emerging coastal socio-economic issues. Additional options to increase capacity are building out a fee structure for payment for training, although it is preferred to provide services free of charge to ensure access for target audiences.

Strategic Partnerships
Social networking and participating in cross-sector and community events supports existing relationships and attracts potential partners. CTP also participates in multidisciplinary workgroups focused on local, regional, or state issues. This enables CTP to share current research findings and promote science-informed resource management. Participating in workgroups also familiarizes KBNERR CTP staff with partner informational needs. Specific active partnership activities are listed in Appendix A.

Strategic partnerships with other sectors
Education and training:

- Staff work together to design and evaluate Master Naturalist and TOTE training, coordinate topics for youth and community engagement with professional and decision maker training so the whole population is talking about the same thing (unified approach).
- Accessing decision makers through multi-generational events, co-presenting with youth into governing bodies, or offering joint programming to youth and decision makers when traveling to remote communities.
- Design and evaluate conservation action education collaborative learning processes.

Research and Monitoring:

- Co-producing workshops and training with research and professional partners.
- Identifying end user needs, writing grant proposals

Strategic Partnerships within Reserve System

- NERR Science Collaborative Research Projects
- Topical or Methods Science Transfers
- Informal NERR exchanges
- Routine CTP Sector Engagement

Strategic Partnerships with External Programs
CTP commonly works with external programs and initiatives outside the Reserve system. CTP is involved or takes a leadership role in several collaborative local and regional programs, including:

- Ad-hoc or routine multi-partner workgroups and coalitions (Kachemak Bay and Lower Cook Inlet Marine Ecosystem Workgroup, Woodard Creek Coalition, MAPP)
- Issue-driven policy workgroups (Material Site Extraction, Habitat Protection Districts, Climate Resilience and Sustainability)

- Coordinating Partner of the triennial Kachemak Bay Science KBSC

Training Partnerships

Local, state and national partnership opportunities are important for effective training delivery. A statewide market analysis was conducted initially in 2002, and updates were made in Fall 2009 through phone interviews, feedback from the CTP Advisory Committee, and internet searches. The goal of the market analysis is to determine regional training efforts already in existence to avoid duplication by the KBNERR CTP. In addition to helping determine the KBNERR CTP 'niche', the market analysis identifies partnership opportunities for program delivery. The most common types of training that occur on the Kenai Peninsula outside of the CTP are public meetings, agency-specific training/workshops, citizen science training, and training for required certifications. Overall, the market analysis results emphasize the absence of redundant services on the Kenai Peninsula. Most organizations on the Kenai Peninsula that were part of the market analysis do not provide regular training/workshops to coastal decision-maker audiences, all of them, however, could provide or already have provided partnerships for coordinated training events.

This finding was reconfirmed through the 2018 analysis of the CTP sector priority training and technical assistance topics and the network dynamics. The KBNERR CTP provided data on key partners that included:

1. Any organization that touches the funding for the reserve (provide, pass-through or manage funds).
2. The responsible entities for the program (state and federal partners, local council).
3. Entities that are responsible for the operation and success of the program (administrative partners)
4. Entities that send staff to training sessions (including entities that provide grants) on a regular basis.
5. Entities that are responsible for helping the CTP meet its management goals. This includes other entities that are providing training in the area, as well as entities that provide "in-kind" services such as entities that work with or assist you in planning/implementing training or technical assistance that provide training space/materials.

Training partnerships span the spectrum of networking (weakest collaboration), cooperation, coordination, coalition to collaboration (strongest collaboration). The nature and level of collaboration varies among CTP partners, depending on the "type" of partner (e.g., Federal, state), whether they engage through training, technical assistance or both, and the potential for partners to extend the reach or leverage the CTP impact. Below are key local, regional, state and national training partners, for additional information about these and other CTP partners, see Appendix A [partnership matrix].

- National key partners for CTP are the NOAA Digital Coast training program, NOAA Office for Coastal Management Learning Services Division, the NERR Science Collaborative, and individual and groups of other NERRs in the national system.
- Statewide organizations and agencies that KBNERR regularly partners with include the Alaska Sea Grant & Marine Advisory Program, Alaska Department of Fish & Game, Alaska Ocean Observing System (AOOS), and the University of Alaska system.
- Regional partners on the Kenai Peninsula include the Kenai River Center agencies (Kenai Peninsula Borough, Alaska Department of Fish & Game, U.S. Fish & Wildlife Service, the EPA, and the Department of Natural Resources – State Parks), the Kenai Watershed Forum, and regional non-profit organizations.
- Local partnerships within Kachemak Bay include Center for Alaskan Coastal Studies, City of Homer, Cook Inletkeeper, Homer Soil and Water Conservation District, Kachemak Heritage Land Trust, Seldovia Village Tribe, NOAA NCCOS Kasitsna Bay Lab, and local non-profit organizations.

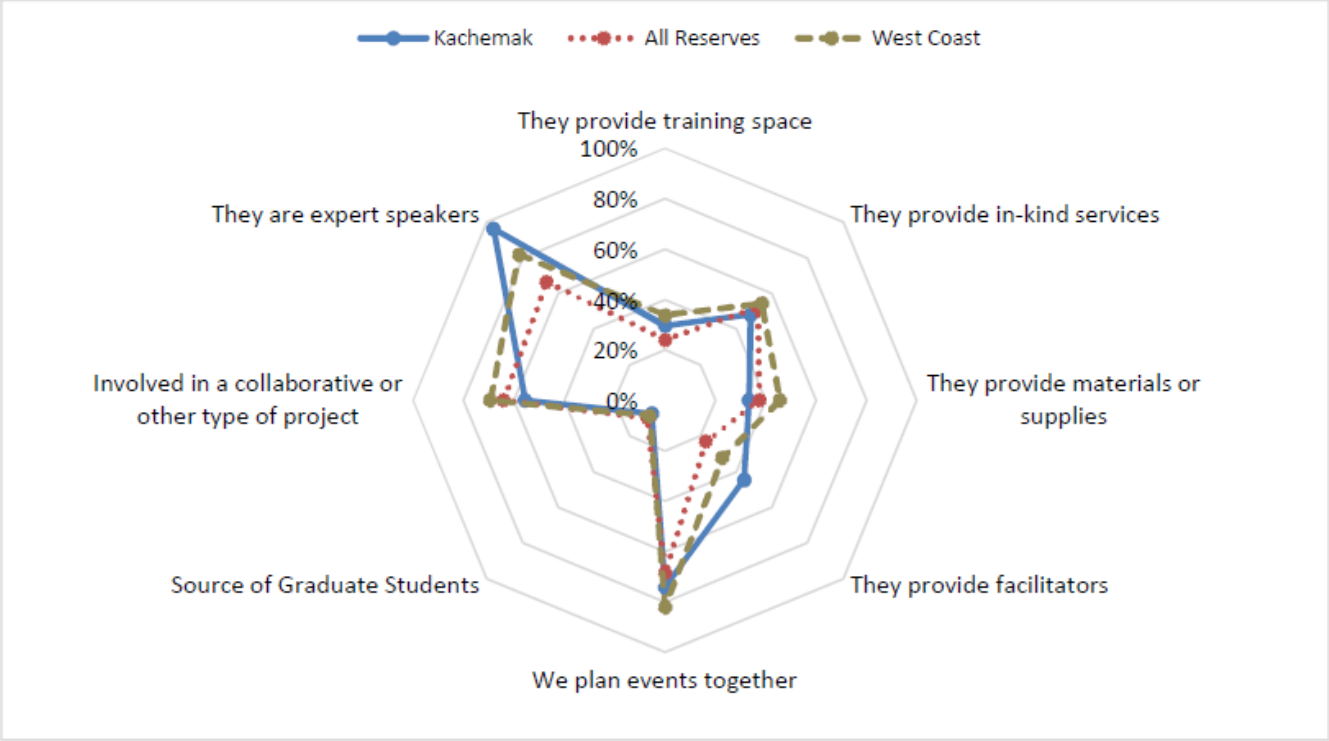


Figure 8. Analysis of the KBNERR CTP, regional CTP and NERRS CTP partner network dynamics (2018)

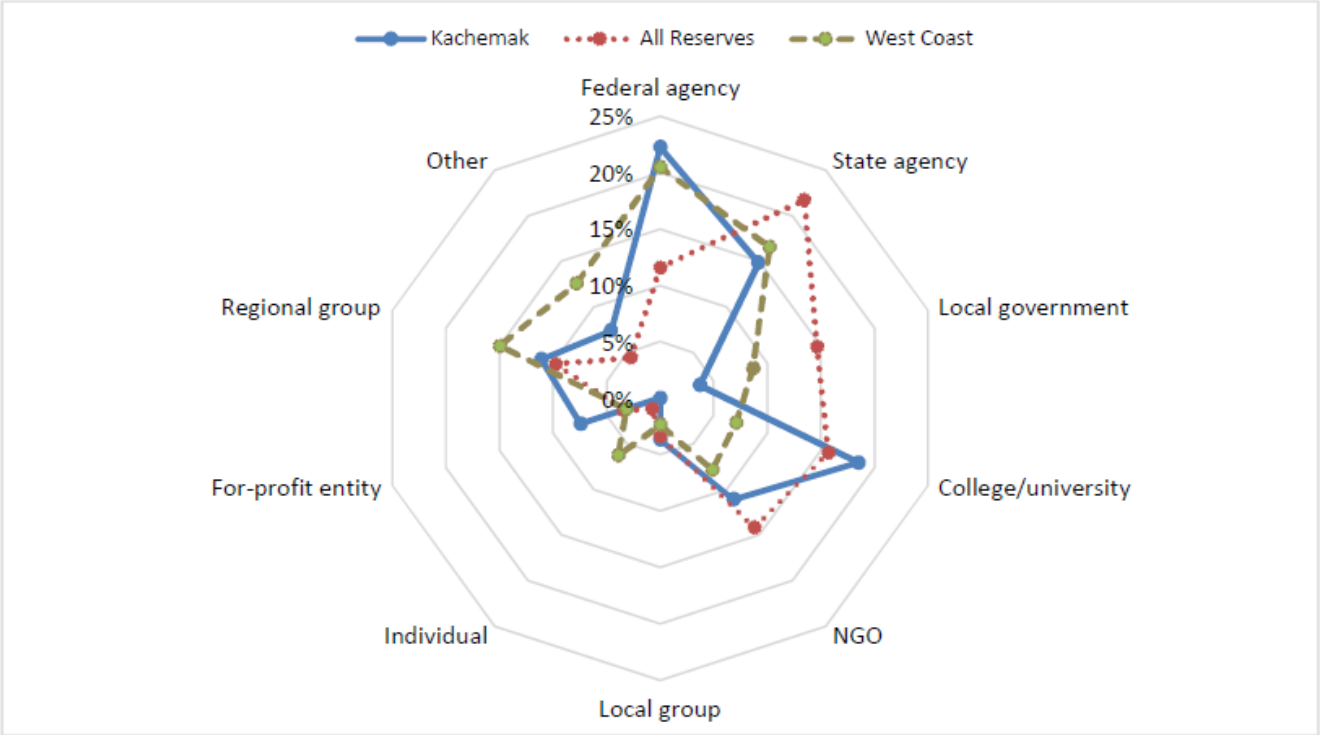


Figure 9. Analysis of the KBNERR CTP, regional CTP and NERRS CTP partners (2018)

Future opportunities include working more with:

- Professionals who interact with larger audiences for other reasons- stakeholder liaisons or nodes like planners and permitters, economic development and commerce groups.
- Advocacy organizations that enhance stewardship outcomes and community based social marketing

4.3.4 Coastal Training Program delivery

Target audiences for CTP offerings are described in detail in section 4.3.2 KBNERR Coastal Training Program context. To serve these diverse audiences, CTP develops offerings in a variety of formats tailored to the needs and backgrounds of different groups. Formats include seminars, hands-on skills training, lectures and demonstrations, collaborative roundtable workshops, presentations to specific decision-making bodies, and guided educational field trips and field-based training. CTP also develops products such as graphics, GIS-based story maps, and publications to deliver information useful and relevant to specific audiences. Training events and educational products that are organized for one audience, like a policy maker, can additionally benefit and serve other coastal decision-makers, such as industry representatives.

The majority of training events occur at the Kachemak Bay Campus of the Kenai Peninsula College, UAA or the AIOVC in Homer due to the concentration of coastal decision-makers in the area, and the excellent training venues. The Kenai River Center in Kenai-Soldotna, located equidistantly between Seward and Homer, is also a primary location for training delivery, particularly for trainings of peninsula-wide interest. Due to capacity and need, focus for training delivery has remained on the Kenai Peninsula. An exception is when CTP can fill statewide needs and recruitment of larger audiences is necessary. The statewide training approach relates to coastal management topics and skills-based training in the absence of a state Coastal Zone Management Program, and to serve additional training needs for the University of Alaska. Statewide training venues include the Gorsuch Commons at UAA in Anchorage, and conference centers when training is delivered as part of regional or state workshops, conferences and symposia.

The KBNERR CTP continues to foster external partnerships with government agencies, non-profit organizations, and academic institutions to leverage resources for program design, marketing, and delivery. Results from workshop evaluations and decision-maker preferences drive selection of format and delivery methods. Generally, workshop lengths of 2 hours to 2 days are preferred, and considerations for supervisory approval, low-cost, and close proximity of workshop delivery increase participation. Annual activities for CTP depend upon current interest and need to address locally relevant issues (including coastal erosion, flooding, HABs, groundwater resources, and risk communication) and decision-maker needs. One or more topics or audiences may be targeted annually in a comprehensive initiative to provide training and supporting technical assistance to address priority management issues. These initiatives can be designed within the CTP annual work plan or be supported by external grant funding.

Training and Technical Assistance Approaches and Activities:

- Deliver coastal science and technological training topics based on recent needs assessments, KBNERR priorities, CTP Advisory feedback & partnerships, and opportunistic events.
- Continually identify barriers and gaps through informal conversations and formal evaluations after the completion of workshops and/or training.
- Coordinate issue or topically driven workgroups to increase the opportunities of coastal scientists to network, coordinate, and share their plans/results to support ecosystem-based management. Coordinate additional outreach of these scientists' efforts and results.
- Participate in directed collaborative efforts such as Science Collaborative projects, and coordinate science outreach through workshops, conferences, colloquiums, and/or distributed written materials.
- Coordinate science communication workshops to facilitate better exchange between scientists, the media, and the public.
- Continue to use informal requests and unsolicited feedback on evaluations to identify needs and shape training events.
- Meet consistently with and provide updates to CTP Advisors, KBNERR management team and partners to discuss CTP and KBNERR priorities and upcoming events.
- Request evaluations for each effort and report these in the National Estuarine Research Reserve performance measures. Use additional details to inform the local KBNERR CTP efforts.

- Maintain the KBNERR website and utilize local and statewide partners, radio, newspaper, and electronic listservs to outreach each CTP events (where appropriate).
- Contribute to the overarching reserve communication and marketing plan. This will include the creation of an outreach 'how to' that provides templates and checklists for delivering an effective outreach and marketing effort.

4.3.5 Coastal Training Program future needs and opportunities

CTP monitors local decision-making frameworks and processes such as elected and appointed bodies, long term collaborative planning processes, and agency initiatives to address training needs on an ongoing basis. CTP detects emerging issues at the local, regional and statewide level and incorporates system-wide priorities and NOAA OCM resources to deliver to priority audiences.

Opportunities exist for the Reserve to increase its outreach to and involvement with Kachemak Bay communities beyond Homer. KBNERR collects information relevant to residents of all communities surrounding Kachemak Bay, including the three Native villages on the south side of the bay—Seldovia, Port Graham, and Nanwalek—and the four Russian "Old Believer" villages on the north side, three near the head of the bay—Razdolna, Kachemak Selo, and Voznesenka—and Nikolaevsk in the Anchor River watershed. Opportunities exist to geographically expand training and technical assistance based on KBNERR research and monitoring relevant to Gulf of Alaska Coast and Cook Inlet Basin ecoregions, particularly in partnership with organizations that serve the seven tribes of the Chugach Region (CRRC), and regional citizens advisory councils (Prince William Sound Regional Citizen Advisory Council (PWSRCAC) and Cook Inlet Regional Citizen Advisory Council (CIRCAC)). Statewide expansion could leverage UA community campuses and distance delivery capacity to reach more rural Alaskan communities that could benefit from KBNERR training and technical assistance.

4.3.6 Strategies for CTP Monitoring and Evaluation

The Coastal Training Program requires a systematic approach to clarify the Reserve's niche in the training market and to develop appropriate offerings. Needs assessments of particular audiences are used to determine issues and topics of greatest interest, which then guide development of CTP workshops. Achievement of short-term outcomes are measured through workshop/training participant evaluation surveys, informal exchanges, and unsolicited feedback, and is recorded quarterly for the NERR performance measures. Mid- and long-term outcomes will be determined from a combination of success stories, reflection and analysis of progress or change over time, and formal evaluation techniques, such as external program evaluation.

To enhance the training and technical assistance of the Kenai Peninsula and Coastal Alaska decision-makers, the KBNERR CTP is guided by the KBNERR Community Council with special oversight by the Education Subcommittee and targeted advice from core statewide partners who cannot attend regularly scheduled meetings in Homer. Statewide advisors to the CTP include UAA ACCS, NOAA regional, Alaska Sea Grant, and Alaska Ocean Observing System, Chugach Regional Resource Commission, and Prince William Sound Science Center staff who provide guidance, program reviews, and additional perspectives on program development. The KBNERR Community Council Education Subcommittee meets quarterly to discuss upcoming goals, activities, and possible partnership efforts between the KBNERR CTP and other organizations within and outside the committee membership. The statewide advisors help to ensure effective statewide communication and efforts of coastal science outreach. The KBNERR CTP also collaborates and coordinates with a wide range of additional government, university, and non-profit partners. (See Appendix B for description of KBNERR Community Council and Subcommittees and Appendix C for CTP advisory partners list.)

4.3.7 KBNERR CTP goals, objectives, and strategies

CTP Mission: Enhance understanding, appreciation, stewardship, and ecosystem management of Alaskan coastal ecosystems by providing science-based training, technical assistance, and collaborative learning opportunities to decision-makers.

CTP Goal: To inform and enhance collaborative decision-making for the sustainability of Alaskan coastal ecosystems, particularly in Kachemak Bay and the Kenai Peninsula in the Gulf of Alaska.

Training staff take a leading role in the KBNERR overarching Goal 3. Build capacity for coastal stewardship through information exchange, skills-building, and partnerships and have significant parts to play in all KBNERR goals and strategies to meet collective objectives. Desired program outcomes for the next 5 years are reflected in the CTP Logic Model and the CTP strategies in the Reserve Strategic plan and are consolidated in Appendix C). Currently found at: https://drive.google.com/file/d/129gPERJKuYAoxJxxE-n4W28JJb9YQ0fn/view?usp=sharing.

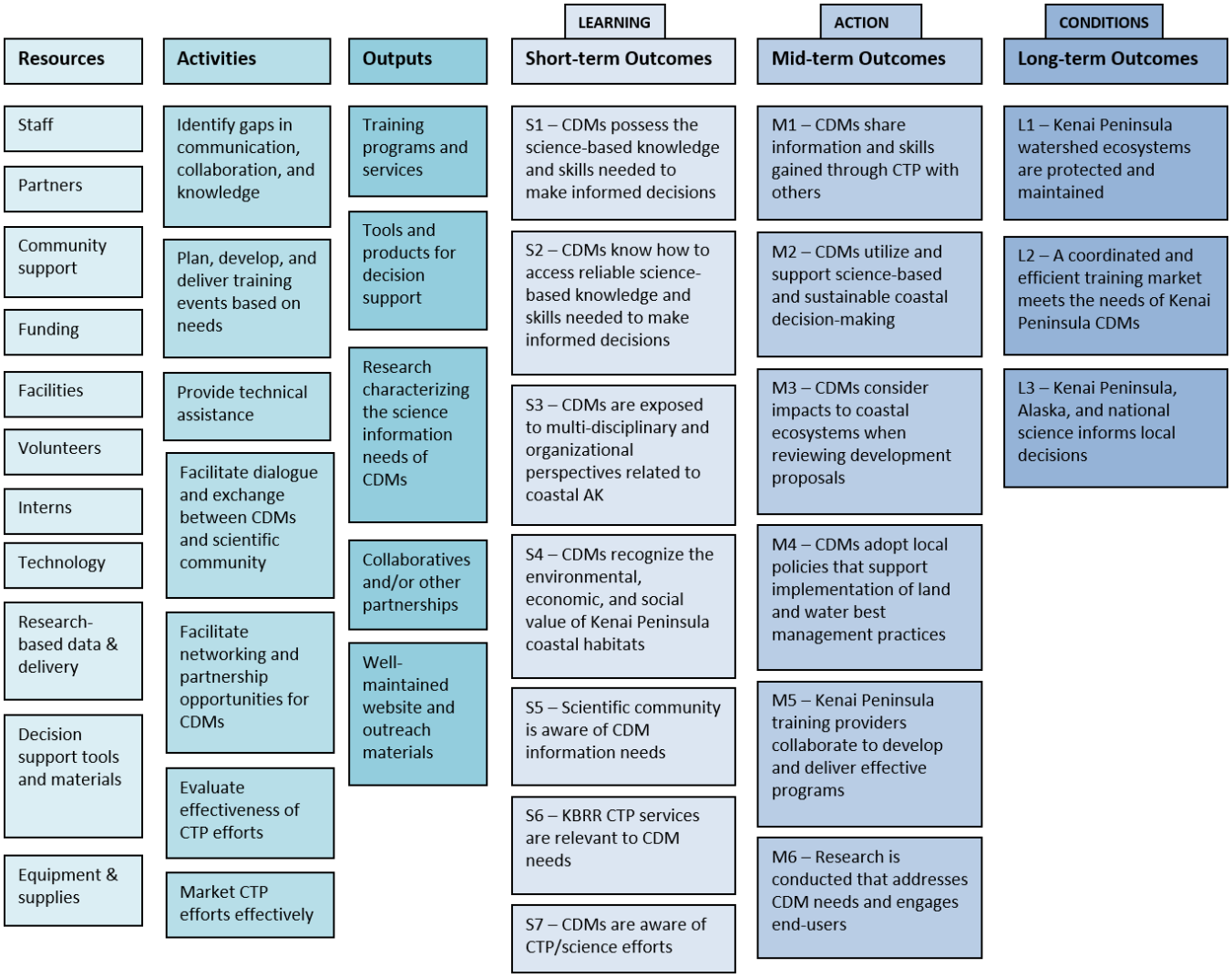


Figure 10. KBNERR CTP Logic Model

5. Administration and staffing

Goals, objectives, and strategies for the Administrative programmatic sector for the next 5 years can be found at: https://drive.google.com/open?id=1zYAidzKLaotGFt0yfS8PaYEtT_mdnH3d

5.1 Background

KBNERR is characterized by a small, close-knit staff focused on key NERR programmatic sectors. Reserve staff regularly collaborate on grant writing, field research, monitoring, outreach, and educational programs. All staff members have the responsibility to deliver coastal knowledge to community audiences and decision-makers, who benefit from direct communication with researchers. Staff benefit from opportunities for professional development and cross training to hone science communication skills and a deeper understanding of the range of research methods and data-collection processes. Seasoned staff make special efforts to bring new staff (as well as interns and students) into the field to assist with data collection at different sites and for different projects. Time spent in the field translates to a more articulate explanation of research and results when informing decision-makers and presenting to local audiences.

KBNERR administration and staffing have undergone a significant transition since the previous management plan. During FY2014 (July 2014–June 2015), Reserve staff developed a six-page prospectus and approached both the University of Alaska Fairbanks, School of Fisheries and Ocean Sciences (UAF), and ACCS to evaluate their interest in and ability to become the state administrative partner. After several meetings between KBNERR, NOAA, ACCS staff, and UAA's Dean of the College of Arts and Science, a Memorandum of Agreement was drafted and UAA became the state administrative partner effective July 1, 2015. KBNERR transitioned from its original state partner with five existing staff who became term employees and moved offices to the Field Station modular office and bunkhouse on Kachemak Dr. This agreement was made possible because UAA is part of the Pacific Northwest Cooperative Ecosystem Studies Unit (CESU) [See 312 #11 for details.]

Although this transition occurred recently, the Reserve is already networking more broadly within the region and state and successfully attracting new funding sources. A significant advantage to transitioning from ADF&G oversight to oversight by an academic partner is an increased ability to apply for funding outside the mission of ADF&G's Sport Fish Division to meet the community needs more holistically.

Another benefit is a change in staff structure. Rather than the steeply hierarchical structure characteristic of ADF&G, staff structure has flattened, allowing a more collaborative approach to decision-making, grant writing, and program delivery.

5.2. Organizational framework and charts

5.2.1 Organizational chart, Alaska Center for Conservation Science, University of Alaska, Anchorage

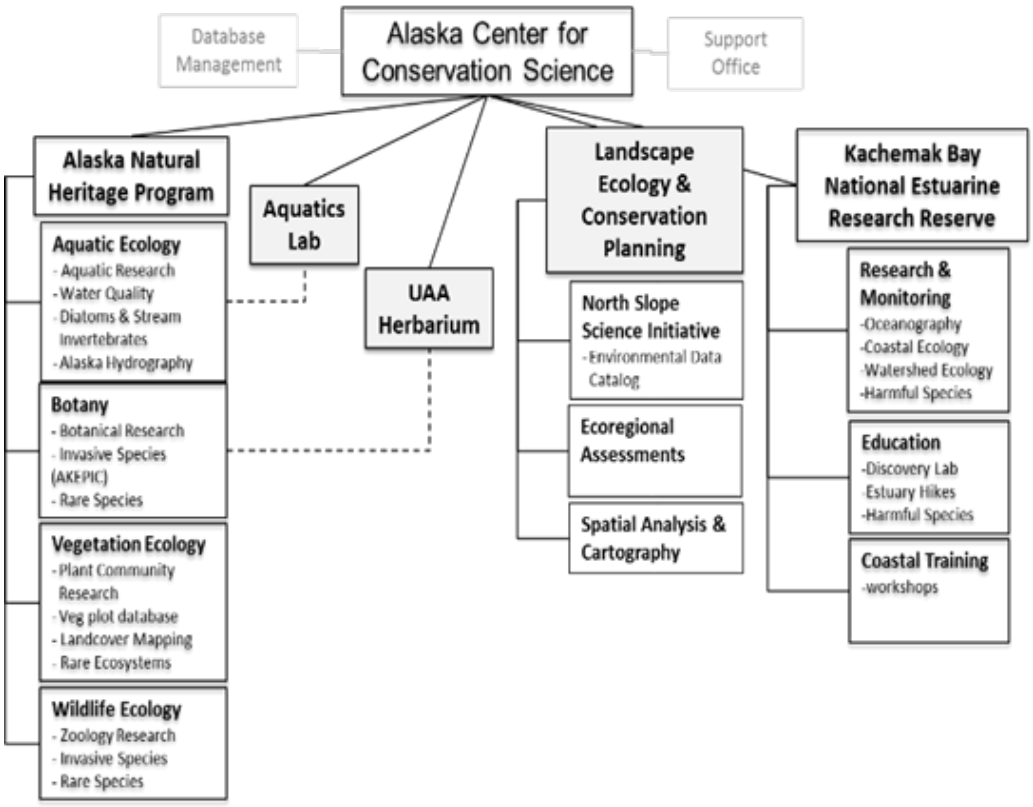


Figure 11. Organizational chart of ACCS

5.2.2 Organizational chart, Kachemak Bay National Estuarine Research Reserve

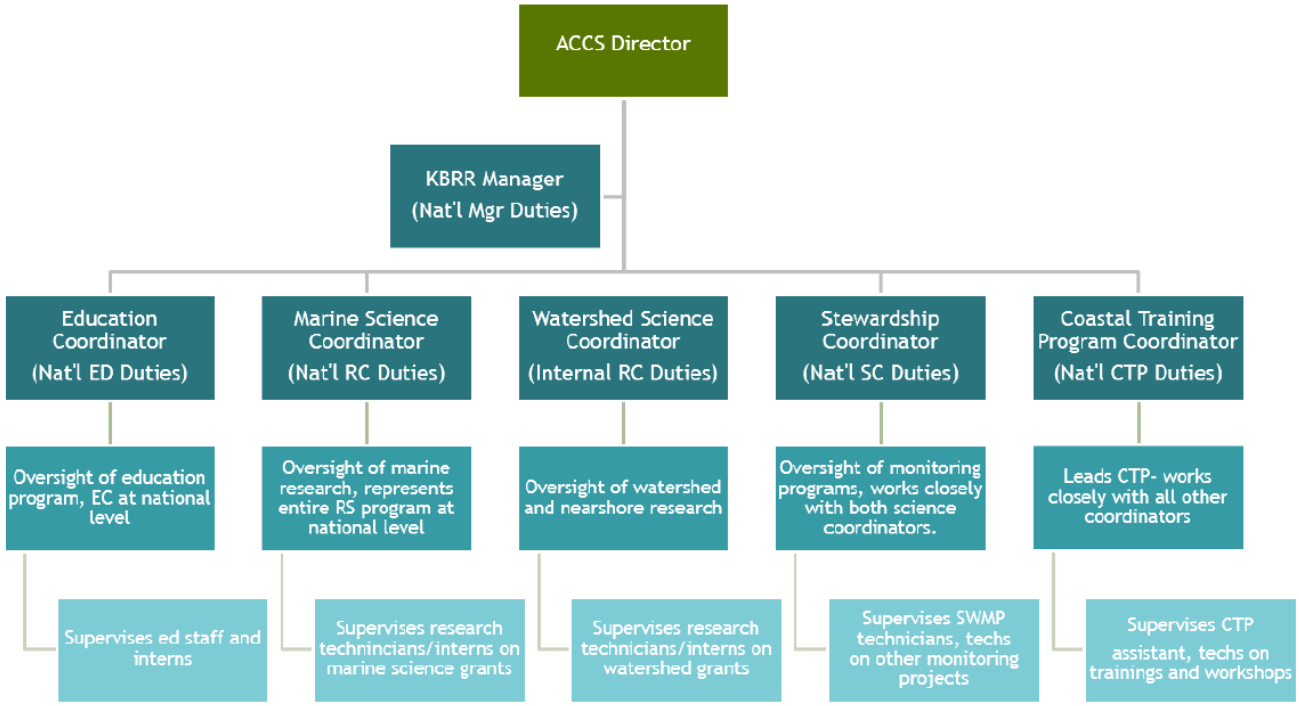


Figure 12. Organizational chart of KBNERR

5.3. *Staffing needs and plan*

Staff turnover has been high between January 2014 and December 2019. The Reserve has had gaps in a dedicated Manager with the Education Coordinator serving as Acting Manager. There have been three CTP Coordinators and six administrative support staff since the last management plan. In July 2017, the Research Coordinator position was vacated. Persistent financial and organizational insecurity, and the need to handle inherited or multiple projects have led to staff burnout. For long term success of KBNERRs programs, increasing staff stability is desirable.

5.4 *KBNERR Partnerships*

As noted in Section 2.1.4, KBNERR's key federal and state partners are, respectively, NOAA's Office for Coastal Management, National Estuarine Research Reserve System and the University of Alaska Anchorage, Alaska Center for Conservation Science. KBNERR's vision and mission complement those of its state and federal partners and its Strategic Plan (Section 3) provides a framework for guiding key partnerships.

Developing other active and effective partnerships is a priority and strength of KBNERR. As Goal 3, Objective 4 specifies in Section 3, "By 2026, the Reserve will engage in collaborative forums to maintain and grow partnerships." As is clear from discussions of KBNERR programmatic sectors in Section 4, many partnerships significantly leverage, strengthen and expand KBNERR programs and operations. Partnerships also dramatically expand the resources and expertise the Reserve can bring to bear in its information gathering, educational outreach, coastal training, and problem-solving efforts. The striking diversity of KBNERR partners—federal and state agencies, local governments, academic and non-profit organizations, community groups, etc.—and the types of partnerships maintained are summarized in Appendix A. These partnerships reflect five general levels of engagement:

Members belong to one system, consensus is reached for all decisions Frequent communication is characterized by shared trust	**Collaboration (strongest collaboration)**
Share ideas, share resources, Frequent and prioritized communications, All members have a vote in decision-making	**Coalition**
Share information and resources, defined roles Frequent communications, some shared decision-making	**Coordination**
Provide information to each other, somewhat defined roles Formal communications, all decisions made independently	**Cooperation**
Aware of organization, loosely defined roles All decisions are made independently	**Networking (weakest collaboration)**

5.4.1 *Partnership Matrix*

In addition to its key federal and state partners referenced throughout this plan, a wide variety of other entities work with KBNERR and, in countless ways, support its activities and operations. The variety of these partnerships is suggested in the Partnership Matrix. The Partnership Matrix identifies KBNERR's types of ongoing partners, along with their level of engagement, as defined above, with KBNERR programs and operations—ranging from co-decision makers to partners that are simply kept informed on a regular basis. The Partnership Matrix also suggests in what ways partner efforts support and/or overlap with KBNERR's four programmatic sectors. Information in the Partnership Matrix provides a straightforward way for KBNERR staff to identify which partners should be actively involved in specific KBNERR efforts and which to approach for various kinds of advice, feedback, cooperation, information, or support. The table below outlines these relationships in general, for the full Partnership Matrix, see Appendix A.

Type of entity	Partnership type
Local NGOs, regional collaborations, federal agencies, schools and universities, advisory council	Collaboration
Federal agency/university partnership	Coalition
Advocacy groups, Tribal coalitions, NGOs, federal agencies, schools and universities, regional land managers	Coordination
State and federal agencies, local and regional governments, Tribal entities, NGOs and universities	Cooperation
State and federal agencies, for-profit consultants	Networking

5.5 Advisory committees and purpose

KBNERR benefits significantly from a Community Council that serves as an advisory board and lends a comprehensive perspective to KBNERR activities and programs. The Council facilitates input from local government, state and federal agencies, and other key stakeholders interested in Reserve activities and directions. Nine community members and two alternates are selected for 3-year terms through an application process, with final selection and appointment made by the UAA ACCS Director. Additionally, agency members represent KBNERR's key borough, state and federal partners and are selected as outlined in the Community Council charter, which provides direction for community involvement with the Reserve. The Community Council has established standing committees for research, education, and legislative affairs. Other subcommittees may be formed to assist in implementation of Reserve programs on an as needed basis. The Council meets quarterly in March, June, September, and December. Most meetings are 3 hours, but occasionally the staff organize all-day events with site visits to other communities such as Seldovia or Soldotna. Quarterly Community Council meetings provide an important forum for identifying coastal management needs. Committees provide a sounding board for program ideas and collaborations.

Other forums for gaining input include the tri-annual Kachemak Bay Science Conference (2012, 2015, 2018, 2021), annual Alaska Marine Science Symposia (annually), and topic-driven workshops and workgroups. Since the dissolution of Alaska's Coastal Management Program in 2011, KBNERR has continued to work closely with the regional (Kenai Peninsula Borough) coastal management program, as well as with other coastal management entities (state, federal, and non-governmental) to evaluate and respond to local community concerns.

5.6 Budget considerations

Over the next 5 years, funding at both state and federal levels is anticipated to remain unstable. If reductions occur, the Reserve may experience a shortfall in non-federal matching funds, at which point obtaining a stable match source for NOAA Operations award will become a primary task for administrative and management teams. Future funding plans will continue to advocate for stable or increased state support to reduce the need to look elsewhere for non-federal funds.

Overall expenditures are projected to grow by at least 5% annually across the board (e.g., personnel, operations and maintenance, equipment). To continue to thrive, KBNERR—like the National Research Reserve System—must innovate to keep programs healthy and relevant. KBNERR staff in all sectors must be ready to pursue new opportunities that can meet the Reserve's vision and mission and anticipate staff expansion or attrition based on grant funded initiatives.

The KBNERR Manager works closely with other NERR Managers and with the non-profit National Estuarine Research Reserve Association (NERRA) to provide timely information to Congress on system-wide successes as well as program and facility needs to inform annual budget requests.

5.7 Communication Plan

The goal for this communication plan is outlined in Goal 2, Objective 1 of the Strategic Plan: By 2026, every initiative has a communication plan with messages, mediums, and venues for target audiences. As a reserve wide communication plan and guidelines develop over the next 5 years, it will involve internal as well as external communications, and provide guidance for routine and initiative-based strategies. Internally, the goal is to increase clarity and information transfer between program sectors with consistent and defined expectations for all staff, students, volunteers and interns. Externally, the goal of outreach and communication is to be consistent, thoughtful, and well-branded to ensure that messages find their target audiences with regularity and clarity. This will help the Reserve develop a reputation as

- a responsible partner with consistent communication for coordination of cooperative efforts and
- a resource for information that is timely and pertinent to local constituents.

To this end, KBNERR has identified the need to create a specific communication strategy whenever a new project is initiated. To maintain consistency between projects and create a culture of inclusion among staff, when a new project is initiated, the tasks listed below will be accomplished to identify communication expectations:

1. Create project team that includes representation from necessary programs
2. Identify communication roles within team
3. Identify audiences for targeted outreach
4. Identify communication needs/objectives for the project
5. Identify schedule/methods/responsible parties for outreach
6. Develop an evaluation plan

5.7.1 Audiences

KBNERR audiences include all coastal decision makers, from policy makers to local property owners. Since KBNERR does not own land nor have authorities to enforce best management practices, building strong collaborations with agencies and educating the public are important to ensure stewardship of lands within the Reserve boundary. With such a broad reach, KBNERR needs to link their niche in the community strongly to their outreach potential. This means identifying different levels of expectations for communication with different audiences, as well as identifying key players who can most successfully outreach Reserve efforts to different audiences. For starters, KBNERR staff have identified audiences such as:

- The Community Council
- Stakeholders pertinent to each project
- Partners on each project
- Funders for each project
- Teachers and Environmental Educators
- Pre-K to post-secondary students
- Community monitors and volunteers
- Residents and visitors interested in issue addressed by project
- Media sources
- Political officials and policy makers

5.7.2 Message development and delivery

Due to its great variety of projects and audiences, KBNERR has identified the need to learn more about message development through professional training for staff and administration. Part of this learning will also come from evaluating the outreach that the Reserve does with different audiences on different projects.
For all messaging coming from the Reserve, it will be necessary to identify:

- the key objectives of the communication
- what message will be most effective for the different audiences identified
- what method of delivery will be most effective to reach that audience
- who will be best at this delivery (KBNERR staff, partner organization, or media person)
- the best timing and frequency for message delivery

5.7.3 Branding

The Reserve team will be able to use these next 5 years to develop a pattern for consistent communication to build recognition of KBNERR's products. This will include style guidelines for outreach materials such as pamphlets or presentations, business communications such as letterhead and business cards, and the Reserve's social media presence such as on Facebook. Since the website used by the Reserve is part of the UAA system, certain decisions about design and content are out of Reserve staff control. With those parameters in mind, branding is to be as clear and repeatable as possible.

6. Resource protection plan

As outlined in Section 2.6, the Reserve does not own land within Reserve boundaries. Most Reserve lands are legislatively designated areas (LDAs) in state ownership, but other ownerships are represented and discussed below. Landowners and their interests play a significant role in how resources are managed. For maps of Reserve boundaries and land ownership, refer to Section 2.6.

6.1 Management of legislatively designated areas

Most lands encompassed by KBNERR are protected through state legislative designations (see below). In addition, Alaska's fish protection statutes mandate the ADF&G Habitat Division to protect freshwater habitat for salmon and other anadromous fish and to ensure free passage for all fish in rivers, lakes, and streams anywhere in the state. Protected rivers, lakes, and streams are identified in ADF&G's Anadromous Waters Catalog online interactive mapper and include many streams and rivers in the Reserve.

6.1.1 Legislatively designated areas (LDAs)

State legislatively designated areas (LDAs)[5] are managed in accordance with enabling legislation, applicable regulations, and specific management plans. As discussed in Section 2.6, Reserve core lands consist of two LDAs: Fox River Flats CHA and Kachemak Bay CHA. Additional Reserve core and buffer areas are within Kachemak Bay State Park and Kachemak Bay State Wilderness Park, see below.
Enabling legislation and LDA acreage are listed in the table below. Anchor River-Fritz Creek CHA is included because the Anchor River mouth is the northern coastal boundary of KBNERR. Lower Anchor River and its estuary are within Anchor River State Recreation Area, which is managed by State Parks staff who manage Kachemak Bay State Park units. Anchor River watersheds provide ideal locations for studying salmon habitats and comparing these to habitats in Kachemak Bay watersheds.

Name of LDA	Alaska Statute (AS) Established Year	Current Year	acres[6]	link to management plan
Anchor River-Fritz Creek CHA	AS 16.20.605, 1985	1989	18,581	www.adfg.alaska.gov/index.cfm?adfg=anchorriver.managementplan
Fox River Flats CHA	AS 16.20.580, 1972	1993, update in progress	7,197	www.adfg.alaska.gov/index.cfm?adfg=foxriverflats.managementplan – plan being updated
Kachemak Bay CHA	AS 16.20.590, 1974		229,620	www.adfg.alaska.gov/index.cfm?adfg=kachemakbay.managementplan – plan being updated
Kachemak Bay State Park	AS 41.21.131, 1970, amended	update in progress	371,000	http://dnr.alaska.gov/parks/plans/kbay/kbayplan.htm and http://dnr.alaska.gov/parks/plans/kbay/kbay_prd_complete.pdf
Kachemak Bay State Wilderness Park	AS 41.21.140, 1972, amended			

[5] LDAs include state refuges, sanctuaries, critical habitat areas, ranges, special management areas, forests, parks, recreation areas, preserves, public use areas, recreation rivers, recreational mining areas, and mental health trust lands.
[6] Acreage figures are approximations of acreage of all lands, regardless of ownership, within exterior boundaries of legislatively designated areas. Consult referenced Alaska Statutes to determine legal description and management intent.

6.1.2 Critical Habitat Areas (CHAs)

Legislatively designated CHAs support essential life functions of fish and wildlife (e.g., nesting, staging, spawning) or large concentrations of one or more fish and wildlife populations. ADF&G Habitat Division develops management plans for and oversees activities within these areas. Habitat Division also implements a statewide special areas permitting program to manage land and water uses within Special Areas such as CHAs. Activities that may impact fish, wildlife, habitats, or existing public uses require a Special Area Permit; common, minimal impact activities are permitted under General Permits. All uses or activities must be conditioned to (1) be consistent with protection of fish and wildlife and their use, protection of fish and wildlife habitats and the purpose for which the special area was established; (2) not unduly restrict or interfere with public use and enjoyment of resource values for which the special area was established; and (3) ensure that any adverse effect on fish and wildlife and their habitats, and any restriction or interference with public uses, will be mitigated in accordance with 5 Alaska Administrative Code (AAC) 95.900. KBNERR complies with these regulations and obtains all necessary permits.

6.1.3 Kachemak Bay State Park and Kachemak Bay State Wilderness Park

The largest areas of Reserve lands and waters that are managed by ADNR State Parks are within Kachemak Bay State Park—Alaska's first state park—and Kachemak Bay State Wilderness Park—the state's only wilderness park (Figure 16). The two essentially roadless parks encompass roughly 371,000 acres of diverse lowlands, mountains, glaciers, forests, tundra, and marine waters. Acreages within park watersheds that drain into Kachemak Bay are included within Reserve buffer areas. Kachemak Bay State Park units encompass numerous inholdings. These include 201 privately owned parcels (approximately 845 acres) and 7 other parcels (189 acres), which are owned by University of Alaska, Seldovia Native Association, U.S. Bureau of Indian Affairs, or U.S. Bureau of Land Management.

Figure 13. Kachemak Bay State Park and Kachemak Bay State Wilderness Park. For a higher resolution map, go to: http://dnr.alaska.gov/parks/maps/KachemakBaySPMap2016.pdf.

6.2 Management authorities and land uses on other public lands in and adjacent to KBNERR

Extensive areas of non-legislatively designated state-owned public lands are adjacent to, upslope, and inland of KBNERR core and buffer areas. Some of these represent lands whose management and use are likely to affect KBNERR lands in the long-term.

6.2.1 State lands managed under the Kenai Area Plan and other state lands

In addition to State Parks (Division of Parks and Outdoor Recreation), three other ADNR divisions have significant roles in managing state lands within and adjacent to KBNERR. These are the DML&W, Division of Agriculture (DOA), and the Trust Land Office, which serves the Alaska Mental Health Trust Authority.

The bulk of non-legislatively designated state lands within and adjacent to KBNERR are managed in accordance with the state's Kenai Area Plan (KAP), which was adopted by ADNR in 2001[7] and is available at http://dnr.alaska.gov /mlw/planning/areaplans/kenai/. The plan gives each state parcel a number and then designates primary and secondary land uses for that "unit" (which may consist of one or many parcels). Land use designations are defined in Chapter 3 of the KAP. Designations trigger applicable state regulations that define how particular land uses can be conducted. Other uses may be allowed if compatible with primary uses or with resources for which a unit is designated. Three of the twelve regions distinguished in the KAP encompass watersheds draining into Kachemak Bay and uses of lands in these regions can affect conditions in KBNERR.

Within KAP Region 8, Unit 271 consists of grazing lands leased by the Fox River Cattlemen's Association. This lease overlaps about 4,100 acres of the Fox River Flats CHA—a Reserve core area. The grazing lease is overseen by two DNR divisions: DMLW and DOA. The grazing lease includes acreage within Fox Creek, Fox River, Sheep Creek, and Bradley River watersheds. An overview of the lease area, its relevant regulations, and a grazing management plan are provided in the *Fox River Flats Grazing Lease Area Coordinated Resource Management Plan* (CRMP), available at http://www.homerswcd.org/publications.htm #landuse). That plan is currently being updated with input from stakeholders, including KBNERR.

Other large state land units at the head of Kachemak Bay include units 261 and 271D, both designated for settlement (e.g., transfer to private owners for residential or commercial use); 271B, designated for resource management; and 271D and 271E, designated for general use (primary uses are not specified). KBNERR has an important and significant role to play in informing and educating decision-makers involved in planning and managing uses on these state lands.

Nine large blocks of state land within KAP Region 9A south of Seldovia. These parcels are designated for public recreation and tourism (units 183, 184, and 184A) or for water resources and uses (unit 184B). These uses are compatible with KBNERR aims and activities and can be informed and improved by integration with KBNERR programs. The Seldovia Native Association owns and manages lands that border Kachemak Bay State Park and State Wilderness Park and Kachemak Bay CHA. KBNERR coordinates with SNA.

6.2.2 Alaska Mental Health Trust Authority, Trust Land Office (TLO)

Some state lands within KBNERR boundaries are managed by DNR's Trust Land Office, whose sole responsibility is administering lands for beneficiaries of the Alaska Mental Health Trust (AMHT), managed by the Alaska Mental Health Trust Authority. Beneficiaries AMHT include individuals experiencing mental illness, developmental disabilities, chronic alcohol or drug addiction, Alzheimer's disease and related dementia, and traumatic brain injuries. The TLO manages about 4,568 coastal acres in Kachemak Bay, outlined in orange on the map above.

[7] State "Area Plans" are developed by ADNR DML&W in concert with other ADNR divisions, state departments, local governments, and area stakeholders, including the public.

6.2.3 Bradley Lake Hydroelectric Project

The Alaska Energy Authority leases about 6040 acres (ADL 222656) of state land south of the Fox River Flats CHA for operation of the Bradley Lake Hydroelectric Project. The lease expires in 2049. Activities at the site can impact adjacent KBNERR resources.

6.2.4 Alaska Maritime National Wildlife Refuge and Bureau of Land Management

Scattered parcels of federal lands are also encompassed within KBNERR boundaries, including roughly 1,195 acres in 19 BLM parcels (including NOAA's Kasitsna Bay Lab) and numerous small units of the AMNWR. The map at right shows Maritime Refuge lands within Kachemak Bay (as well as a part of Kenai National Wildlife Refuge located east of the bay). The Maritime Refuge is headquartered in Homer at the Alaska AIOVC.

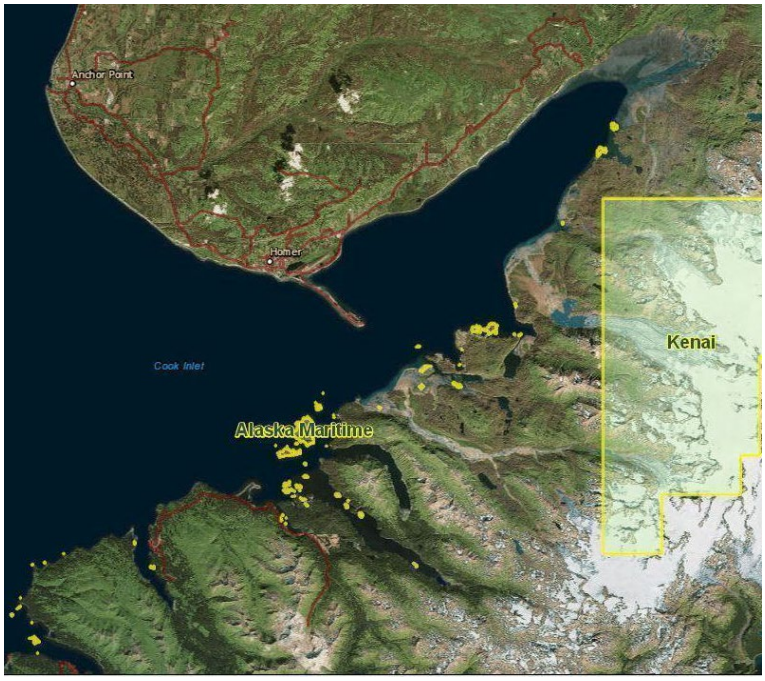


Figure 14. Alaska Maritime and Kenai National Wildlife Refuge Lands

6.3 Other ownership, management, and regulatory entities

Tribal entities

Large areas of lands adjacent to Reserve core and buffer areas, including lands in Anchor River watershed, are owned by Alaska Native entities. Among these owners and managers are Cook Inlet Region, Inc., Ninilchik Native Association, Seldovia Native Association, Inc., Nanwalek Village, English Bay Corporation, Port Graham Village Council, and Port Graham Corporation.

Kenai Peninsula Borough

The Kenai Peninsula Borough Coastal Management Plan has both enforceable and recommended policies. Based on this plan, the borough can comment on projects within coastal zone boundaries, which are defined as follows:

- Landward Limit: The landward limit of the interim coastal zone boundary is the 1,000-foot elevation contour in the Kenai Peninsula Borough.
- Seaward Limit: The seaward boundary of this zone includes the offshore waters to the 3-mile limit of state jurisdiction.

The Kenai Peninsula Borough Comprehensive Plan provides general planning guidance for borough lands in Kachemak Bay watersheds (and other watersheds throughout the borough). The most recent borough comprehensive plan was approved by the borough assembly in July 2018 (http://kpbcompplan.com/). The Kenai Peninsula Borough has worked with peninsula cities to develop a multi-jurisdictional mitigation plan, *Kenai Peninsula Borough All Hazards Mitigation Plan*. This document provides guidance for planning and development relative to hazards, such as earthquakes, floods, wildfires, tsunamis, seiches, and severe weather events. (http://www2.borough.kenai.ak.us/emergency/hazmit/plan.htm).

Alaska Department of Environmental Conservation

Alaska Department of Environmental Conservation (ADEC) has delegated responsibility from the U.S. Environmental Protection Agency (EPA) for air and water quality standards and nonpoint source pollution control activities. Water quality standards address physical and chemical properties and are enforced through permitting, field evaluations, and voluntary monitoring activities by public organizations. ADEC comments on permits administered by the U.S. Army Corp of Engineers and, with EPA, provides regulatory oversight of oil and gas exploration, municipal wastewater, and seafood processing discharge through the National Pollutant Discharge

Elimination System (NPDES). Air emissions are regulated by ADEC under delegated permitting responsibility from EPA. Oil pollution prevention planning for facilities and vessels is regulated by ADEC under 18 AAC 75, which requires a plan review every 3 years. Cook Inlet Spill Prevention and Response, Inc. (CISPRI) and Alaska Chadux Corporation currently hold member contingency plans for Cook Inlet and Kachemak Bay. ADEC also certifies water quality statewide for aquatic farming sites and commercially harvested shellfish beaches.

U.S. Army Corps of Engineers

The U.S. Army Corps of Engineers evaluates applications for discharge of dredge and fill material into waters of the U.S., including wetlands. Federal and state agencies (including the USFWS, National Marine Fisheries Service, and EPA), along with local governments (e.g., Kenai Peninsula Borough and City of Homer), review applications for USACE permits pursuant to the Fish and Wildlife Coordination Act (16 USC 661-666 et. seq.).

U.S. Environmental Protection Agency

Activities associated with the Clean Water Act (CWA) are regulated by the EPA. The CWA (33 USC § 1251, et seq.) prohibits discharge of sediments, fill material, and other pollutants into waters of the United States, except as authorized by a permit issued pursuant to Section 402 or 404 of the CWA (33 USC § 1342 or 1344). Section 308(a) of the CWA (33 USC § 1318(a)) authorizes EPA to require the submission of information regarding such discharges.

U.S. Coast Guard

Approval from the U.S. Coast Guard is required for certain kinds of work in navigable waters.

6.4 Surveillance and enforcement

The primary mechanism for enforcing state laws and regulations within the Reserve is through permit review. ADF&G and ADNR conduct some surveillance and enforcement within these areas with assistance from the Alaska Department of Public Safety (State Troopers and Fish and Wildlife Protection). Public Safety officers are currently based in Anchor Point, approximately 15 miles north of Homer. Some ADF&G and ADNR employees are deputized and authorized to enforce their department's regulations and issue notices of violation and citations. Officials with the Alaska Department of Public Safety have the authority to make arrests or take other appropriate action for violation of state laws and regulations.

7. Public access

7.1 Public access context

Public access is the ability of community members and visitors to pass physically and visually to, within, from, and along the ocean shoreline, other waterfronts, and over public lands. Opportunities to explore, experience, study, and enjoy Reserve lands and waters are directly related to public access. KBNERR itself does not own or directly manage lands or waters within Reserve boundaries and, as a result, does not manage access to and through the Reserve. As outlined in Section 6, most Reserve public lands and waters are managed by state agencies, primarily ADF&G Habitat Division, which manages CHAs, and ADNR Alaska State Parks, which manages State Park units. ADNR DML&W has responsibilities related to easements. Access to and within Reserve state lands and waters is managed in accordance with relevant state management plans, enabling legislation, and applicable state laws.

The current management plan for Fox River Flats and Kachemak Bay CHAs states: "Maintain existing public access into Kachemak Bay and Fox River Flats CHAs. Improve public access within Kachemak Bay CHA consistent with the goals of the management plan. Fox River Flats Trail should continue to be used as an all-weather trail with appropriate terms and conditions, including weight restrictions placed on use of motorized vehicles." Maintaining public access is also part of the mission of Alaska State Parks: "The Division of Parks and Outdoor Recreation provides outdoor recreation opportunities and conserves and interprets natural, cultural, and historic resources for the use, enjoyment, and welfare of the people." As management plans for the two CHAs and

for Kachemak Bay State Park are updated, and access issues are among the topics considered. KBNERR is routinely a key participant in these planning processes.

ADNR DML&W has the lead role in managing access on state lands adjacent to and upland of KBNERR; DMLW also manages submerged lands in the bay. These state lands are managed in accordance with the Kenai Area Plan—discussed in Section 6.2.1—and applicable state regulations. The Kenai Area Plan allows access to state lands for recreation, study, and other activities compatible with specific state land use designations.

The key role that the Reserve plays in regard to access is to educate decision makers and public users about information available to help identify sites best suited for different kinds of access and how that access can be accommodated in sustainable, resilient ways. Information collected and shared by the Reserve is also used to help address and ameliorate access issues that arise (see below).

The Reserve does not foresee major expansions in public access from land management agencies over the next 5 years. Existing access sites will be improved by land managers as resources permit and conditions warrant. As appropriate, KBNERR staff will continue to assist landowners and managers in planning access improvements,

7.2 Current public access and map of access points

Most visitors to Kachemak Bay arrive in the Homer area by motor vehicle or plane. Fewer arrive via the Alaska Marine Highway System (state ferry) or cruise ships; the number of cruise ships has been increasing in recent years. Public ferries operated by Seldovia Native Association (from spring to fall) and the Alaska Marine Highway System connect Seldovia to the Homer harbor. (The state ferry also connects Seldovia and Homer to Kodiak and the Aleutian Islands.) Individuals access the bay and its beaches in numerous ways, including via motorized and non-motorized watercraft, on foot, on 4-wheelers and other off-road vehicles, and on horseback.

Once in Homer, access to Kachemak Bay and Fox River Flats CHAs and Kachemak Bay State Park and State Wilderness Park is primarily via Kachemak Bay proper and a system of public trails. The state park map in Section 6.1.3 identifies many of these access points. There are approximately ten public boat ramps and docks located around Kachemak Bay, with the city-operated public boat launch in Homer harbor serving as the primary access point. Bay access can also be gained through Seldovia Harbor, Bradley River, Halibut Cove, and Jakolof Bay on the south side, and via Mud Bay, Mariner Park, Bishop's Beach, and Diamond Creek Trail on the north side. Fox River Flats can be accessed from the bay, via the beach on the north side of the bay, and via the Switchback Trail at the terminus of East End Road. Other public access can be found along Homer Spit, Homer Airport beach, and Sterling Highway.

North Side Access

On the north side of the bay, beach access is available by road from the Sterling Highway at the Anchor River State Recreation Area in Anchor Point and at Bishop's Beach near Beluga Slough in Homer. Beluga Slough and Bishop's Beach can be reached by a short walk on an improved trail from the AIOVC. Mud Bay in Homer is accessible from Kachemak Drive to non-motorized use. Several pull-outs along the Homer Spit Road allow for motorized and pedestrian beach access. On the whole, however, access to the north side of the bay is limited due to high bluffs to the east and west of Homer's central business district. The few available access points along the north shore are heavily used. Conflicts between users was recently addressed by the Homer City Council, with a ruling that vehicle traffic on Homer beaches be limited to tidal lands to the west of Bishop's Beach throughout the year and Mariner Park during winter months.

The Switchback Trail at the terminus of East End Road connects via the beach to the Fox River Flats Trail, which runs from the head of the bay up the valley on the north and west side of Fox River Flats. The Switchback Trail has been improved by local users and now provides vehicle access to the Russian Old Believer village of Kachemak Selo. KBNERR is involved in exploring ways to address issues related to increased levels of travel and use of larger vehicles across the Fox River Flats.

South Side Access

The south side of Kachemak Bay is not accessible by road and has sustained less human impact than the north side. Travel to the south side from Homer requires a boat or small plane, and each summer, hundreds of private boats, water taxis, and public and private ferries cross the bay in support of recreational, educational, and research activities.

Kachemak Bay State Park provides 15 named trailheads on the south side of the bay, with state park cabins and campsites available at a variety of locations. Owners of private land inholdings on the south side of the bay access the park via their properties and along the shore.

7.3 KBNERR activities related to public access

As indicated above, while KBNERR is non-regulatory and does not own land or manage access, Reserve staff work to encourage public enjoyment of, and access to, lands within KBNERR boundaries. The Reserve also assists in developing ways to ameliorate damage caused by access. For example, the Reserve routinely brings together primary coastal land managers and stakeholders in collaborative workshops to solve issues. Reserve staff are involved in public planning efforts, including management plan renewals and municipal comprehensive, transportation and land use plans. The Education Program collaborates with Kachemak Bay State Park (KBSP) on public access enhancements by participating in trail building, providing public KBSP-sponsored naturalist hikes on the south side of the bay. Staff also work closely with Kachemak Bay Water Trail, which strives to increase access and enjoyment of the bay.

8. Facility development and improvement plan

8.1 Overview of current facilities, uses, and challenges

From 2004 until 2015, KBNERR headquarters were located in the AIOVC, a public facility owned and operated by the U.S. Fish and Wildlife Service. While transitioning from its former state partner to its current state partner KBNERR terminated its lease at AIOVC and relocated Reserve staff to the Field Station modular building at 2181 Kachemak Drive, where KBNERR offices were located prior to 2004. The Reserve owns the Field Station with a land lease to Alaska Department of Transportation (ADOT). The move from AIOVC was necessitated by budget reductions but resulted in lower public visibility for the Reserve. Reserve educational exhibits at AIOVC (installed in FY2010) remain in place, and KBNERR continues to offer education and training programs at AIOVC, but less frequently.

One wing of the Field Station has 10 offices, a large conference room (capacity 32 without tables), and a small conference room (capacity 10), plus a reception area. The second wing has a three-bedroom bunkhouse (capacity 10), a large kitchen, two bathrooms, and a laundry room. This space is used by UAA students at the local Kachemak Bay Campus who are enrolled in the Semester by the Bay program in the fall, by interns and students working directly with KBNERR throughout the year, and by visiting researchers and their students engaged in complementary research on an as-needed basis when space is available. Two of the offices are rented out to ADF&G to accommodate two of their staff, which contributes to operational funding and provides support for a building maintenance fund.

The Bay Avenue lab at 1432 Bay Avenue provides for Reserve research and storage needs. The building has a large carport overhang that shelters the Reserve boat—a Boston Whaler—in winter. Transfer of the Bay Avenue Lab from ADF&G to UAA is still pending.

The Field Station headquarters, and Bay Ave lab are supported with dedicated funding in the annual NOAA Operations award. Unlike other units managed by the University of Alaska, the Reserve bears the fiscal burden for all costs associated with these buildings, including a land lease, heating, phone and internet service, water and sewer, janitorial, waste removal, lawn care, and maintenance and repairs. KBNERR realized substantial savings by moving out of AIOVC, but facility costs still constitute a significant expense. In addition, staff continue to struggle with IT and equipment issues, which is one drawback to the remote location, 250 miles from the UAA campus.

8.2 Partner facilities

8.2.1. Kasitsna Bay Laboratory

Kasitsna Bay Laboratory (KBL) is located on the south shore of Kachemak Bay within the boundaries of the Reserve. KBL is the Alaska field laboratory of the Center for Coastal Fisheries and Habitat Research (CCFHR), one of five centers within the National Centers for Coastal Ocean Science (NCCOS) in the National Ocean Service (NOS) line office of NOAA. KBL is the only NCCOS field laboratory on the U.S. Pacific Ocean coast and includes a pier, wet and dry laboratories, SCUBA station, maintenance shop, two dormitories, a warehouse, and water/sewer infrastructure. The lab can host up to 48 visiting researchers onsite for studies lasting from days to months—including in winter—and offers unique opportunities for cost effective collaborations. NCCOS and the University of Alaska Fairbanks (UAF) School of Fisheries and Ocean Sciences conduct collaborative research and education programs at KBL. KBL also provides an ideal test site for developing and refining applications of emerging technology to subarctic coastal ecosystems, such as multibeam sonar, airborne LiDAR, algal bloom detection kits, satellite remote sensing, autonomous underwater vehicles, etc. Lab research is enhanced by the capacity to conduct experiments under controlled conditions in both flowing sea water and dry laboratories. Coastal field ecology studies are enhanced by ready access to eelgrass, kelp, and salt marsh communities, rocky fjords, mudflats, and glacial rivers and watersheds.

KBL staff collaborate closely with KBNERR on coastal science issues affecting Kachemak Bay. Collaborative efforts to date include projects funded by the Exxon-Valdez Oil Spill (EVOS) Trustee Council and cooperative (unfunded) activities such as Cook Inlet/Kachemak Bay circulation studies, shellfish monitoring for paralytic toxins, Hollings Scholar student support, and the Hydropalooza benthic mapping project.

8.2.2 Kachemak Bay Campus of Kenai Peninsula College, University of Alaska, Anchorage

The Kachemak Bay campus provides a local University of Alaska partner facility supporting KBNERR programs, especially its educational offerings. The campus includes numerous classrooms, most supporting digital presentation formats, and a variety of labs. There is also a bookstore and comfortable common area for informal larger gatherings. KBC instructors coordinate closely with KBNERR and KBL to incorporate Reserve information into their classes and serve as content experts for education and training program development.

8.2.3 Distributed educational opportunities

As a world class visitor destination, the Kachemak Bay area offers numerous facilities, trails, and other improvements that KBNERR uses as venues for outreach to the community and educational offerings. These include a variety of outdoor shelters, pavilions, decks, and boardwalks, among them the Boathouse pavilion, Kachemak Bay Water Trail pavilion, Lighthouse Village deck, Beluga Slough boardwalk, Beluga Lake wildlife viewing platform, Calvin and Coyle Trail and wildlife viewing platform, and many sites further afield, including Bradley Lake dock and access road, Anchor River State Recreation Area campgrounds and day use areas, Stariski Creek elevated walkway, and facilities in Seldovia, among others. These are owned and managed by a variety of entities, including the cities of Homer and Seldovia, Alaska state, USFWS, and area nonprofits. KBNERR also takes advantage of opportunities to network and to outreach its activities and accomplishments at conferences held throughout Alaska, particularly in Anchorage, but also in Homer and Fairbanks.

8.3 Description of facility needs

Since transitioning to the University of Alaska Anchorage, the Reserve has placed greater emphasis on reaching middle school, high school, and college students. As programs develop to incorporate these older students, the demand for student housing is increasing. To meet these needs, the Reserve is planning new bunkhouse and office spaces. Other facility plans include updating the Reserve's laboratory and promoting more green energy sources. The plan for completing the facility project list is to develop non-federal funding sources that can be used to leverage federal funding available through the NERRs.

Facility Project	Explanation of Need	Estimated Cost
Retrofit of existing Reserve modular building (current offices) to bunkhouse and meeting rooms	There is very limited inexpensive housing in the Homer area, and graduate students, undergraduate interns and scholars, and college field-based classes coming to the Reserve for programming and projects need housing. The retrofitting includes conversion to natural gas.	$280,000
New office space for Reserve staff (10)	Reserve staff will need to vacate the current modular building in order to make room for the bunkhouse expansion.	$400,000
Laboratory safety features	The Reserve's laboratory space is currently in need of updated safety features, including a working chemical hood and shower facilities onsite. Additional storage is also needed.	$55,000

9. Land Acquisition Plan

Kachemak Bay NERR is not actively involved in land acquisition but works closely with entities—governmental, private, and nonprofit—that acquire land for conservation purposes or protect land through other legal mechanisms, such as easements. These entities include: ADF&G (especially through the EVOS restoration program), Alaska State Parks, (especially with regard to assistance in acquiring park inholdings), Kachemak Heritage Land Trust, Moose Habitat, Inc., City of Homer, U.S. Fish and Wildlife Service, and The Nature Conservancy (TNC) in Alaska. Except for The Nature Conservancy[8], information about these partners is provided in Figure __ [Partnership Matrix].

Information collected by KBNERR can be used by these and other land acquisition and conservation entities to identify lands and waters with high priority for retention. Consistent communication and coordination between these entities and KBNERR will facilitate cooperative efforts on land acquisition, management, and potential restoration projects, as well as collaboration on critical resource issues, research needs, and outreach efforts on affected lands.

10. Resource Manipulation Plan

10.1 Habitat manipulations for research purposes

Habitat manipulations for research purposes are allowed within the Reserve in accordance with the following regulations (15 CFR §921.1 (d)). The activity must be:

1. consistent with the mission and goals of the NERRS;
2. limited in nature and extent to the minimum manipulative activity necessary to accomplish the stated research objective; and
3. specified in, or be compatible with, research objectives specified in the Reserve's management plan.

For areas within the Reserve covered by approved management plans (e.g., CHAs or state park units), any manipulative activities must be consistent with the policies contained in those plans. Such policies were developed to ensure that activities are conducted in an environmentally sensitive manner consistent with the purposes for which those lands were legislatively designated.

[8] TNC has no Kenai Peninsula office, its Alaskan office is in Anchorage. TNC owns nine parcels on the north side of Kachemak Bay, including 5 parcels totaling roughly 307 acres in the ___ watershed draining into Kachemak Bay.

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Appendices

APPENDIX A: Partnership Matrix

adm. = administers or advises programs focused on protecting or managing natural resources within KBNERR boundaries or related areas

ct. = involved with programs educating landowners, resource managers, governments, etc. on Reserve coastal and adjacent ecosystems

ed. = conducts programs to educate schools, students, and communities about ecosystems within KBNERR boundaries or related areas

r&m = collects data about organisms and/or natural systems and/or human impacts within Reserve boundaries or related areas

Partner name and type of entity	Partnership type	adm.	ct.	ed.	r&m
Kachemak Bay Environmental Educators Alliance (KBEEA) -- Regional educational alliance	Collaboration			✓	
Kachemak Bay NERR Community Council -- Regional resource advisory and advocacy group	Collaboration	✓	✓	✓	
Kachemak Heritage Land Trust (KHLT) -- Regional NGO land trust	Collaboration	✓	✓	✓	✓
Kenai Peninsula Fish Habitat Partnership (KPFHP) -- Regional multi-entity collaboration involving agencies and NGOs	Collaboration		✓	✓	✓
National Estuarine Research Reserve System (NERRS) -- Federal agency	Collaboration	✓	✓	✓	✓
Nautilus Impact Investing -- For-profit resource consulting firm	Collaboration		✓	✓	
Project Grad -- Regional KPBSD, UAA, and Project Grad partnership	Collaboration			✓	
University of Michigan NERR Science Collaborative -- College/university	Collaboration		✓	✓	✓
NOAA Kasitsna Bay Lab -- Federal agency/university partnership	Coalition	✓	✓	✓	✓
Alaska Marine Conservation Council (AMCC) -- Statewide resource advisory and advocacy group	Coordination	✓	✓	✓	
Alaska Sea Grant, University of Alaska, Fairbanks -- College/university	Coordination		✓	✓	✓
Center for Alaskan Coastal Studies (CACS) -- Educational NGO, also owns and manages Kachemak Bay coastal lands	Coordination	✓	✓	✓	
Chugach Regional Resource Commission -- Regional Tribal resource advisory and advocacy coalition	Coordination	✓	✓	✓	
Girassol Preschool -- School	Coordination			✓	
Kachemak Bay Conservation Society (KBCS) -- Local resource advocacy NGO	Coordination		✓	✓	

Kenai National Wildlife Refuge (KNWR) -- Federal agency, manages KNWR	**Coordination**	✓		✓	✓
Kenai Peninsula Borough School District (KPBSD) -- Regional school district	**Coordination**			✓	
Kenai Peninsula Borough Resource Planning Department, Land Management Division -- Regional agency managing borough lands	**Coordination**	✓		✓	
NOAA Office for Coastal Management (OCM) -- Federal agency providing coastal management support and program oversight	**Coordination**	✓	✓	✓	✓
Alaska Department of Environmental Conservation (DEC) -- State agency protecting air and water quality and environmental health	**Cooperation**	✓		✓	
Alaska State Parks (Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation) -- State parks management agency	**Cooperation**	✓		✓	
Alaska Maritime National Wildlife Refuge (AMNWR) -- Federal agency, manages AMNWR	**Cooperation**	✓	✓	✓	✓
City of Homer -- Local city government	**Cooperation**	✓		✓	
Cook Inletkeeper (CIK) -- Regional NGO focused on advocacy, education, and research	**Cooperation**	✓	✓	✓	✓
Homer Soil and Water Conservation District (HSWCD) -- Local quasi-state entity promoting informed use and management of natural resources	**Cooperation**	✓	✓	✓	
Kenai Peninsula Borough Coastal Management Program -- Regional government advising and overseeing coastal management	**Cooperation**	✓	✓	✓	
Seldovia Village Tribe -- Local Tribal entity overseeing natural and community resources	**Cooperation**	✓	✓	✓	✓
University of Alaska Fairbanks -- College/university	**Cooperation**	✓	✓	✓	✓
Alaska Department of Fish and Game -- State agency managing fish and wildlife	**Networking**	✓	✓	✓	✓
Alaska Department of Health and Social Services -- State Agency	**Networking**				✓
NOAA National Centers for Coastal Ocean Science (NCCOS) -- Federal Agency	**Networking**	✓	✓	✓	✓
USDA Natural Resources Conservation Service (NRCS) -- Federal Agency providing technical and financial assistance	**Networking**		✓	✓	✓
US Fish & Wildlife Service (USFWS)-- Federal Agency managing National Wildlife Refuges, Endangered Species, and other federal lands and fish and wildlife	**Networking**	✓	✓	✓	✓

APPENDIX B: KBNERR Community Council
(*Indicates KBNERR Education Subcommittee Members)

Appointed Community Members:
James Hornaday
Ralph Broshes
Paul Allen*
George Matz
Michael Opheim
Donna Aderhold
Linda Robinson*
Curtis Jackson
Francie Roberts*
Tony Burgess
Jane Middleton*
Carol Harding

Agency members:
Willie Dunne, KPB Assembly
Luke Byker, KPB River Center
Kris Holderied, NOAA NCCOS Kasitsna Bay Lab
Katrin Iken, UAF CFOS
Jason Okuly, ADNR State Parks
Sarah Apsens ADEC
Emily Munter, USFWS
Brian Blossom, ADFG Habitat
Reid Brewer, UAA KPC KBC
Michael Booz, ADFG Sport Fish

APPENDIX C: CTP Advisors

Core Statewide Advisory Partners:

University of Alaska Anchorage,
As the administering partner agency for the KBNERR, the University of Alaska Anchorage has a mission to discover and disseminate knowledge through teaching, research, engagement and creative expression. Within the College of Arts and Sciences, the largest college in the University of Alaska system, the Alaska Center for Conservation Science fosters research, education, and collaboration on biological conservation and natural resource management in Alaska and the Arctic. University representative = Matt Carlson, ACCS Director

Alaska Sea Grant
Alaska Sea Grant's mission is to support wise use and conservation of Alaska's seas and coasts through research, education, and extension. They do this through supporting marine and coastal research, providing education and extension services, and distributing information about Alaska's seas and coasts. Sea Grant's Marine Advisory Program has university faculty located in 10 coastal communities to provide information, technical assistance, and workforce development opportunities. Providing similar services as the KBNERR CTP (although to different audiences), it is important to foster communication and leverage resources between two organizations to enhance the effectiveness of each program. Agency representative = Davin Holen, Coastal Community Resilience Specialist

NOAA Regional
NOAA regional coordinator facilitates the communication of inter-agency efforts to the national, state and local levels, including coastal mapping, weather and climate products and services, ocean acidification, and coastal and marine spatial planning. The regional coordinator plays a large role in supporting collaborative efforts amongst various NOAA offices and partnering organizations. Agency representative = Amy Holman, Alaska Regional Coordinator.

Alaska Ocean Observing System
As the "eye on Alaska's coasts and oceans," AOOS represents a network of critical ocean and coastal observations, data and information products that aid our understanding of the status of Alaska's marine ecosystem and allow stakeholders to make better decisions about their use of the marine environment. KBNERR partners with AOOS on collaborative workshops, trainings, and technical assistance related to geospatial and monitoring data in the Gulf of Alaska on topics of OA and HABs. Agency representative = Darcy Dugan, Network Coordinator

Chugach Regional Resources Commission
The goal of CRRC is to "promote Tribal sovereignty and the protection of our subsistence lifestyle through the development and implementation of Tribal natural resource management programs to assure the conservation, sound economic development, and stewardship of the natural resources in the traditional use areas of the Chugach Region." KBNERR partners with CRRC and tribal environmental coordinators on environmental monitoring and provides technical training to staff and stakeholders through formal workshops, listening sessions, and integrated programs with youth. Commission representative = Willow Hetrick, Executive Director

Prince William Sound Science Center
PWSSC is the Outreach and Community Involvement effort coordinator for the Gulf Watch Alaska Program, the long-term ecosystem monitoring program of the Exxon Valdez Oil Spill Trustee Council for the marine ecosystem affected by the 1989 oil spill. Center Representative = Donna Aderhold

APPENDIX D: Public involvement in plan development
TO BE ATTACHED

APPENDIX E: Memorandums of Understanding
Separate Documents- TO BE ATTACHED

CITY OF HOMER
HOMER, ALASKA

Mayor Cushing

RESOLUTION 96-106

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA REQUESTING THAT THE STATE OF ALASKA SUPPORT THE ESTABLISHMENT OF A NATIONAL ESTUARINE RESEARCH RESERVE IN KACHEMAK BAY.

WHEREAS, the Homer Planning Advisory Commission, Homer Port & Harbor Commission, the City of Homer Economic Development Commission support the establishment of a National Estuarine Research Reserve; and

WHEREAS, the Kachemak Bay region is a finalist in the National Estuarine Research Reserve System selection process; and

WHEREAS, the Pratt Museum is instituting major new public education programs, in conjunction with the State Department of Fish and Game and other educational and natural resource organizations, focusing on Kachemak Bay; and

WHEREAS, a joint venture between the United States Fish and Wildlife Service and the National Estuarine Research Reserve System for a research facility is likely and practical; and

WHEREAS, designation of a National Estuarine Research Reserve in Kachemak Bay will help establish the Kachemak Bay Branch of the Kenai Peninsula College as a center for marine science and education; and

WHEREAS, a National Estuarine Research Reserve System designation would add long term jobs to the community, diversity the economic base and may significantly boost revenue to local businesses both directly and indirectly; and

WHEREAS, a National Estuarine Research Reserve System designation would enhance the prestige and national significance of the Kachemak Bay region as did the inclusion of the Bay in the Western Hemispheric Shorebird Reserve Network.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska requests that the State of Alaska and its departments, divisions and agencies support the establishment of a National Estuarine Research Reserve in Kachemak Bay.

BE IT FURTHER RESOLVED that copies of this resolution be sent to the commissioner of the State's Department of Natural Resources, Governor Knowles, Senator Torgerson, Mayor Navarre and Representative Gail Phillips.

PASSED AND ADOPTED by the Homer City Council this 9th day of December, 1996.

CITY OF HOMER

JACK CUSHING

ATTEST:

MARY L. CALHOUN, CITY CLERK

fiscal note: na

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(p) 907-235-3160
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Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: AUGUST 11, 2020

SUBJECT: PROPOSED CHANGE TO HOMER HARBOR/EMS INBOUND PATIENT TRANSFER LOCATION

Currently, most inbound vessels that have medical emergency patients on board are directed to meet with EMS staff at the Load and Launch Ramp. Human nature has often led to vessels preceding to the Load and Launch Ramp at faster than safe speeds and headless of staff direction to reduce that speed. This leads to safety concerns when it comes to the surrounding vessels and individuals on the float systems at the time when the inbound vessel travels down the middle fairway creating a substantial wake.

We've spent time talking to captains about the hazards that speeding in the harbor create and upon who's head the responsibilities would land if they damaged or cause injury while speeding through the harbor, but it appears that adrenaline rules in these cases. We believe that the best course of action is to both limit the exposure to hazards caused by speeding by changing the patient transfer location and continue to direct message the captains for hire working out of our harbor about responsible operations in the event of an emergency. Have you ever watched an ambulance running code drive through a busy intersection? They slow down because they're trained not to cause an emergency while responding to an emergency….just saying!

Discussions with Chief Kirko, Homer Fire Chief, Lillian Hottmann, Assistant EMS Chief, and Joe Sallee, Assistant Fire Chief have resulted in an alternate plan and location that will shorten the distance inbound vessels need to travel in order to have patients safely transferred over to EMS personnel. The JJ float location will also avoid a route requiring travel down the middle fairway to access that transfer point at the L&L Ramp, thereby avoiding possibly dangerous wake disturbances and/or collision danger, to a significant portion of the small boat harbor.

The new (proposed) inbound patient loading zone located on JJ Float would be an extension of the loading zone currently being used by the Seldovia Bay Ferry. 70' of moorage would be needed to create a special red painted loading zone intended for emergency inbound patients.

Access will be via Ramp 7 and the Harbor Office parking lot would be the staging area for the EMS support vehicles. The expanded red zone will be marked with signage indicating that no unattended vessels will be allowed in the loading zone. A strobe light bar will be installed that, when activated, will help attract the attention of the inbound vessel captains to guide them to the waiting medics.

Cost estimates to make the physical changes are estimated at less than $1,000.

In short, this move will:

Pros

- Shorten the distance needed for inbound vessels (and the patient) to travel before making contact with EMS staff
- Keeps the incoming vessel's traffic route to an area of the harbor where the maneuverability and visibility is the greatest.
- There is a wide open approach and visibility to the loading zone by the vessel operators coming from the harbor entrance.
- Keeps a significant portion of the harbor infrastructure, personal property, and patrons safe and unaffected from possible strong wakes due to inbound vessel speeds.

Cons

- Loss of 70' of valuable moorage space to our customers and a revenue loss to the Enterprise.

Implementation of the new inbound patient loading zone is planned for the beginning of September.

RECOMMENDATION

For discussion. Any recommendations or direction to staff must be done by way of motion.

Attached: Photo of Proposed New Emergency Loading Zone- JJ/Ramp 7


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Port & Harbor Monthly Statistical & Performance Report

For the Month of: **July 2020**

Moorage Sales	2020	2019
Daily Transient	399	382
Monthly Transient	242	249
Semi-Annual Transient	3	0
Annual Transient	3	7
Annual Reserved	1	1

Grid Usage		
1 Unit = 1 Grid Tide Use	2020	2019
Wood Grid	9	22
Steel Grid	2	3

Services & Incidents	2020	2019
Vessels Towed	2	1
Vessels Moved	43	39
Vessels Pumped	5	5
Vessels Sunk	0	1
Vessel Accidents	5	0
Vessel Impounds	0	1
Equipment Impounds	8	5
Vehicle Impounds	0	0
Property Damage	0	1
Pollution Incident	5	2
Fires Reported/Assists	0	0
EMT Assists	5	9
Police Assists	4	5
Public Assists	17	26
Thefts Reported	2	0

Parking Passes	2020	2019
Long-term Pass	2	4
Monthly Long-term Pass	8	9
Seasonal Pass	0	1

Crane Hours	2020	2019
	204.6	221.9

Stall Wait List		
No. on list at Month's End	2020	2019
20' Stall	2	5
24' Stall	55	59
32' Stall	136	116
32'A Stall	4	N/A
40' Stall	48	47
50' Stall	30	24
60' Stall	4	5
75' Stall	3	5
Total:	282	261

Docking & Beach/Barge Use		
1 Unit = 1 or 1/2 Day Use	2020	2019
Deep Water Dock	10	5
Pioneer Dock	27	4
Beach Landings	1	1
Barge Ramp	262*	18

*Implementation of Tracking for use of Barge ramp by vessels under 50 ft

Marine Repair Facility	2020	2019
Vessels Hauled-Out	0	0
Year to Date Total	1	4

Wharfage (in short tons)		
In Tons, Converted from Lb./Gal.	2020	2019
Seafood	231	285
Cargo/Other	618	807
Fuel	41,681	54,469

Ice Sales	2020	2019
For the Month of July	337	690
Year to Date Total	840	1,414

Difference between 2019 YTD and 2020 YTD:	574 tons less

2020 Load and Launch

8/3/2020

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Season Pass Office	3	4	12	76	92	70	25						**282**
Season Pass Booth				0	0	0	0						**0**
Total Season Passes	3	4	12	76	92	70	25	0	0	0	0	0	**282**
Single Launch Office				1	7	4	8						**20**
Single Launch Booth				0	0	0	0						**0**
Single Launch Paystation				343	1,401	1,566	2,389						**5,699**
Total Launches	0	0	0	344	1,408	1,570	2,397	0	0	0	0	0	**5,719**
Est. Season Passes x 120.54	361.62	482.16	1,446.48	9,161.04	11,089.68	8,437.80	3,013.50	0.00	0.00	0.00	0.00	0.00	$33,992.28
Est. Pass Parking x 64.90	194.70	259.60	778.80	4,932.40	5,970.80	4,543.00	1,622.50	0.00	0.00	0.00	0.00	0.00	$18,301.80
Est. Single Launch x 12.05	0.00	0.00	0.00	4,146.58	16,972.03	18,924.78	28,893.44	0.00	0.00	0.00	0.00	0.00	$68,936.83
Est. Single Parking X 6.49	0.00	0.00	0.00	2,232.56	9,137.92	10,189.30	15,556.53	0.00	0.00	0.00	0.00	0.00	$37,116.31
Revenue w/o tax L&L	361.62	482.16	1,446.48	13,307.62	28,061.71	27,362.58	31,906.94	0.00	0.00	0.00	0.00	0.00	$102,929.11
Revenue w/o tax Parking	194.70	259.60	778.80	7,164.96	15,108.72	14,732.30	17,179.03	0.00	0.00	0.00	0.00	0.00	$55,418.11
Total Revenue w/o tax	556.32	741.76	2,225.28	20,472.58	43,170.43	42,094.88	49,085.97	0.00	0.00	0.00	0.00	0.00	**$158,347.22**

2019 Load and Launch

8/3/2020

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Season Pass Office	2	4	31	39	49	29	18	3				1	**176**
Season Pass Booth			0	14	58	63	20	1	0				**156**
Total Season Passes	2	4	31	53	107	92	38	4	0	0	0	1	**332**
Single Launch Office				6	9	8	5	2		1			**31**
Single Launch Booth				56	501	1,178	1,757	762	146	0			**4,400**
Single Launch Paystation				248	296	509	821	436	215	97			**2,622**
Total Launches	0	0	0	310	806	1,695	2,583	1,200	361	98	0	0	**7,053**
Est. Season Passes x 120.54	241.08	482.16	3,736.74	6,388.62	12,897.78	11,089.68	4,580.52	482.16	0.00	0.00	0.00	120.54	$40,019.28
Est. Pass Parking x 64.90	129.80	259.60	2,011.90	3,439.70	6,944.30	5,970.80	2,466.20	259.60	0.00	0.00	0.00	64.90	$21,546.80
Est. Single Launch x 12.05	0.00	0.00	0.00	3,736.74	9,715.52	20,431.53	31,135.48	14,464.80	4,351.49	1,181.29	0.00	0.00	$85,016.86
Est. Single Parking X 6.49	0.00	0.00	0.00	2,011.90	5,230.94	11,000.55	16,763.67	7,788.00	2,342.89	636.02	0.00	0.00	$45,773.97
Revenue w/o tax L&L	241.08	482.16	3,736.74	10,125.36	22,613.30	31,521.21	35,716.00	14,946.96	4,351.49	1,181.29	0.00	120.54	$125,036.14
Revenue w/o tax Parking	129.80	259.60	2,011.90	5,451.60	12,175.24	16,971.35	19,229.87	8,047.60	2,342.89	636.02	0.00	64.90	$67,320.77
Total Revenue w/o tax	370.88	741.76	5,748.64	15,576.96	34,788.54	48,492.56	54,945.87	22,994.56	6,694.38	1,817.31	0.00	185.44	**$192,356.91**

* 2019 Sales tax increase from 7.5% to 7.85% while rates/fees remained the same

Port & Harbor Water/Sewer Bills

Service Period: July , 2020 — Meter Reading Period:6/15-7/17/20

Meter Address - Location	Acct. #	Meter ID	Service/ Customer Charge	Water Charges	Sewer Charges	Total Charges	Previous Reading	Current Reading	Total Usage (gal)
810 FISH DOCK ROAD - Fish Grinder	1.0277.01	84810129	$13.00	$1,132.56	$0.00	$1,145.56	1,007,600	1,093,400	85,800
4244 HOMER SPIT RD - SBH & Ramp 2	1.0290.02	84872363	$13.00	$5,262.84	$0.00	$5,275.84	2,366,300	2,765,000	398,700
4166X HOMER SPIT RD - SBH & Ramp 4	1.0345.01	70291488	$13.00	$1,694.88	$0.00	$1,707.88	25,499,100	25,627,500	128,400
4166 HOMER SPIT RD- SBH Restrooms	1.0346.01	38424734	$13.00	$392.04	$665.28	$1,070.32	585,900	615,600	29,700
4171 FREIGHT DOCK RD - SBH & Ramp 6	1.0361.01	71145966	$13.00	$2,387.88	$0.00	$2,400.88	3,358,800	3,539,700	180,900
4690C HOMER SPIT RD - Pioneer Dock	1.0262.01	70315360	$13.00	$484.44	$0.00	$497.44	4,071,700	-	36,700
4690A HOMER SPIT RD - Pioneer Dock	1.0261.01	70315362	$13.00	$524.04	$0.00	$537.04	1,020,500	1,060,200	39,700
4666 FREIGHT DOCK RD - Deep Water Dock	1.0357.01	70564043	$13.00	$471.24	$0.00	$484.24	11,490,000	-	35,700
4448 HOMER SPIT RD - Steel Grid	1.0230.01	80394966	$6.50	$0.00	$0.00	$6.50	-	-	-
795 FISH DOCK ROAD - Fish Dock/Ice Plant	1.0180.01	70291512	$13.00	$2,321.88	$47.04	$2,381.92	871,752,400	871,930,400	178,000
4147 FREIGHT DOCK RD - SBH & Ramp 6 Restroom	1.4550.01	70315668	$13.00	$223.08	$378.56	$614.64	358,400	375,300	16,900
4147X FREIGHT DOCK RD - Ramp 6 Fish Cleaning	1.0457.01	80856895	$13.00	$415.80	$0.00	$428.80	548,900	580,400	31,500
4001 FREIGHT DOCK RD - L&L Ramp Restrooms	10.4550.01	70364713	$13.00	$322.08	$546.56	$881.64	344,500	368,900	24,400
4667 HOMER SPIT RD L - Port Maintenance	1.0109.01	70257255	$13.00	$39.60	$67.20	$119.80	92,200	95,200	3,000
4667 HOMER SPIT RD - Bldg Near Water Tank	1.0100.02	70315820				$0.00	-	-	-
4667 FREIGHT DOCK RD - DWD Restroom	1.0495.01	84920900	$13.00	$59.40	$100.80	$173.20	116,200	120,700	4,500
4311 FREIGHT DOCK RD - Port & Harbor Office	5.1020.01	83912984	$13.00	$54.12	$59.45	$126.57	55,000	59,100	4,100
4000 HOMER SPIT RD - Ramp 5 Restroom	5.1250.01	86083228	$13.00	$47.52	$52.20	$112.72	418,900	422,500	3,600
4425 FREIGHT DOCK RD - Sys 5 & Ramp 8	5.1050.01	86094861	$13.00	$278.52	$0.00	$291.52	1,566,900	1,588,000	21,100
					Overall Charges:	**$18,256.51**	**Overall Water Usage:**		**1,222,700**

Water/Sewer Monthly Comparison

CY 2016 to Current

	2016		2017		2018		2019		2020	
January	$1,216.22	68,800	$2,142.85	122,300	$1,458.89	83,400	$1,485.10	79,100	$3,419.82	217,800
February	$1,891.14	122,500	$1,287.76	59,600	$2,500.97	144,800	$1,458.19	74,100	$2,308.87	140,600
March	$2,341.13	162,300	$4,076.62	292,100	$2,271.05	138,300	$1,809.53	96,700	$1,715.03	97,800
April	$3,532.78	256,700	$1,726.84	113,100	$2,766.11	272,300	$4,105.23	206,800	$4,032.71	245,300
May	$9,770.89	709,300	$7,807.49	413,000	$3,951.58	304,600	$7,349.43	450,700	$4,577.16	288,700
June	$21,628.74	1,800,700	$14,594.69	1,282,900	$16,995.43	1,349,200	$11,917.20	756,800	$17,557.33	1,176,500
July	$19,490.97	1,583,400	$15,450.93	1,152,500	$18,540.31	1,391,400	$15,669.89	973,600	$18,256.51	1,222,700
August	$22,468.25	2,189,100	$12,947.70	1,060,600	$19,055.83	1,449,800	$23,879.39	1,553,500		
September	$19,710.24	1,651,300	$11,419.68	968,000	$16,345.46	1,328,800	$22,850.15	1,425,100		
October	$8,887.32	708,200	$8,631.96	591,490	$8,965.86	728,200	$16,025.77	744,900		
November	$2,582.53	167,600	$1,852.34	176,000	$2,967.17	195,100	$7,391.65	338,900		
December	$1,154.76	44,900	$1,053.70	68,600	$1,294.53	69,100	$2,691.44	170,800		
YTD Total	$114,674.97	9,464,800	$82,992.56	6,300,190	$97,1	7,455,000	$116,632.97	6,871,000	$51,867.43	3,389,400

2020 Ice & Crane Report						
Date To	**Crane Weekly**	**Crane Month**	**YTD Crane**	**Ice Weekly**	**Ice Month**	**YTD Ice**
1/5/2020	2.3			shut down for maintenance		
1/12/2020	2.1			shut down for maintenance		
1/19/2020	2.2			shut down for maintenance		
1/26/2020	1.1			shut down for maintenance		
Jan Total		7.7	7.7		0	0
2/2/2020	2			shut down for maintenance		
2/9/2020	16.1			shut down for maintenance		
2/16/2020	10.4			shut down for maintenance		
2/23/2020	11.2			shut down for maintenance		
Feb Total		39.7	47.4		0	0
3/2/2020	18			shut down for maintenance		
3/9/2020	8.2			0		
3/16/2020	10.5			6		
3/23/2020	14.3			11		
3/30/2020	8.9			11		
Mar Total		59.9	107.3		28	28
4/6/2020	18.3			2		
4/13/2020	11.6			4		
4/20/2020	7.3			0		
4/27/2020	15.1			9		
Apr Total		52.3	159.6		15	43
5/4/2020	30.9			35		
5/11/2020	32.8			52		
5/18/2020	35.8			50		
5/25/2020	56.3			44		
May Total		155.8	315.4		181	224
6/1/2020	46.4			50		
6/8/2020	62			50		
6/15/2020	56.8			46		
6/22/2020	45.1			58		
6/29/2020	38.2			75		
Jun Total		248.5	563.9		279	503
7/6/2020	54.6			61		
7/13/2020	56.5			113		
7/20/2020	63.4			108		
7/27/2020	30.1			55		
Jul Total		204.6	768.5		337	840
8/3/2020	29.7			75		
8/10/2020	55.6			77		
8/17/2020						
8/24/2020						
8/31/2020						
Aug Total		85.3	853.8		152	992
9/7/2020						
9/14/2020						
9/21/2020						
9/28/2020						
Sep Total		0	853.8		0	992
10/5/2020						
10/12/2020						
10/19/2020						
10/26/2020						
Oct Total		0	853.8		0	992
11/2/2020						
11/9/2020						
11/16/2020						
11/23/2020						
11/30/2020				shut down for maintenance		
Nov Total		0	853.8		0	992
12/7/2020				shut down for maintenance		
12/14/2020				shut down for maintenance		
12/21/2020				shut down for maintenance		
12/31/2020				shut down for maintenance		
Dec Total		0	853.8			

Pioneer Dock 2020

Date	Vessel	LOA	Times	Billed	$ Dock	Srv Chg
1/4	Pacific Wolf&55	395	0755/1505	Kirby Offshore	1,206.00	52.00
1/14	Pacific Wolf&55	395	1330/1630	Kirby Offshore	1,206.00	52.00
1/15	Endeavor	181	0900/2110	Cispri	506.00	52.00
1/23	Persevance	207	1000/1555	Cispri	788.00	52.00
1/24	Pacific Wolf&55	395	0805/	Kirby Offshore	1,206.00	52.00
1/25	Pacific Wolf&55	395	/1740	Kirby Offshore	1,206.00	
1/26	Pacific Wolf&55	395	1400/1600	Kirby Offshore	1,206.00	52.00
1/29	Persevance	207	1100/	Cispri	788.00	52.00
1/30	Bob Franco	120	1230/1542	Olympic	506.00	$52.00
2/1	Pacific Wolf & DBL 55	395	2000/2245	Kirby Offshore	1,206.00	52.00
2/9	Pacific Wolf & DBL 55	395	1115/	Kirby Offshore	1,206.00	52.00
2/10	Pacific Wolf & DBL 55	395	/1935	Kirby Offshore	1,206.00	
2/18	Pacific Wolf & DBL 55	395	0830/1230	Kirby Offshore	1,206.00	52.00
2/22	Pacific Wolf & DBL 55	395	0815/2045	Kirby Offshore	1206.00	52.00
2/29	Bob Franco	120	1435/1830	Olympic	506.00	52.00
3/29	Pacific Wolf & DBL 55	395	2120/	Kirby Offshore	1,206.00	52.00
3/30	Pacific Wolf & DBL 55	395	/1045	Kirby Offshore	1,206.00	
4/9	Perseverance	207	0900/1632	Cispri	788.00	52.00
4/11	Pacific Wolf & DBL55	395	0615/	Kirby Offshore	1,206.00	52.00
4/20	Bob Franco	120	0825/	Olympic tug	506.00	52.00
4/21	Bob Franco	120	/2015	Olympic tug	506.00	
4/23	Pacific Wolf & DBL55	395	0001/	Kirby Offshore	1206.00	52.00
4/24	Pacific Wolf & DBL55	395	/1630	Kirby Offshore	1,206.00	
5/2	Endeavor	181	1000/1230	Cispri	506.00	52.00
5/7	Pacific Wolf & DBL 55	395	0345/1635	Kirby Offshore	1,206.00	52.00
5/18	Pacific Wolf & DBL 55	395	0800/1400	Kirby Offshore	1,206.00	52.00
5/29	Pacific Wolf & DBL 55	395	0745/1825	Kirby Offshore	1,206.00	52.00
6/17	Pacific Wolf & DBL 55	395	0740/1540	Kirby Offshore	1,206.00	52.00
7/10	Pacific Wolf & DBL 55	395	0615/1740	Kirby Offshore	1,206.00	52.00
7/30	Pacific Wolf & DBL 55	395	1200/1700	Kirby Offshore	1,206.00	52.00
08/13/20				**Year to Date Totals:**	**$30,726.00**	**$1,300.00**

Ferry Landings 2020

	Pioneer Dock	Deep Water Dock
January	6	0
February	0	0
March	0	0
April	0	0
May	1	0
June	2	0
July	23	0
August		0
September		
October		
November		
December		

Deep Water Dock 2020

Date	Vessel	LOA	Times	Billed	$ Dock	Srv Chg
1/4	Endeavor	181	1210/1420	Cispri	506.00	52.00
1/9	Tufty	606	1100/	AK Maritime	2,957.00	52.00
1/9	Stellar Wind	79	1120/	Cook Inlet Tug	338.00	52.00
1/9	Bering Wind	73	1120/	Cook Inlet Tug	338.00	52.00
1/10	Tufty	606		AK Maritime	2,957.00	
1/10	Stellar Wind	79	/0655	Cook Inlet Tug	338.00	
1/10	Bering Wind	73	/0655	Cook Inlet Tug	338.00	
1/11	Tufty	606		AK Maritime	2,957.00	
1/12	Tufty	606		AK Maritime	2,957.00	
1/13	Tufty	606		AK Maritime	2,957.00	
1/14	Tufty	606		AK Maritime	2,957.00	
1/15	Tufty	606		AK Maritime	2,957.00	
1/16	Tufty	606		AK Maritime	2,957.00	
1/17	Tufty	606		AK Maritime	2,957.00	
1/18	Tufty	606		AK Maritime	2,957.00	
1/19	Tufty	606		AK Maritime	2,957.00	
1/20	Tufty	606		AK Maritime	2,957.00	
1/21	Tufty	606		AK Maritime	2,957.00	
1/22	Tufty	606		AK Maritime	2,957.00	
1/23	Tufty	606	/0730	AK Maritime	2,957.00	
1/27	Perseverance	207	0015/2140	Cispri	788.00	52.00
2/24	Perseverance	207	0800/1343	Cispri	788.00	52.00
2/27	Perseverance	207	0840/1300	Cispri	788.00	52.00
3/2	Perseverance	207	1020/1145	Cispri	788.00	52.00
4/3	Endeavor	181	0800/1446	Cispri	506.00	52.00
4/19	Island Explorer & Seatac 300	300	0645/	AK Scrap	788.00	$52.00
4/20	Island Explorer & Seatac 300	300	/2030	AK Scrap	788.00	
4/30	Endeavor	181	0800/2135	Cispri	$506.00	$52.00
5/9	Shamrock	70	1934/2237	American Mar	338.00	$52.00
5/23	Norseman II	115	1410/1530	Support Vess	$506.00	$52.00
5/26	Sovereign	180	1030/1436	Ocean marine	$506.00	$52.00
6/4	Endeavor	181	0645/	Cispri	506.00	$52.00
6/5	Endeavor	181	/1500	Cispri	$506.00	
6/8	Perseverance	207	1200/	Cispri	$788.00	$52.00
6/9	Perseverance	207	/1225	Cispri	$788.00	
6/16	Perseverance	207	0800/	Cispri	$788.00	$52.00
6/17	Perseverance	207	/1655	Cispri	$788.00	
7/14	Steadfast	108	1455/2338	Aleutian Marit	$52.00	$506.00
7/15	Emery Zidel&Barge	535	0830/	Crowley	52.00	$2,154.00
7/16	Emery Zidel&Barge	525		Crowley		$2,154.00
7/17	Emery Zidel&Barge	525	/1445	Crowley		$2,154.00
7/18	Steadfast	108	1350/1707	Aleutian Marit	52.00	$506.00
7/20	Titan	160	0545/	Ocean Marine	$52.00	$506.00
7/21	Titan	160	/1300	Ocean Marine		$506.00
08/13/20				**Year to Date Totals:**	$57,675.00	$9,370.00

Pioneer Dock - 2020 Water Usage

Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee
1/4	Pacific Wolf	943,040	945,973	2,933	$ 194.05	$ 102.00
1/5	Tustumena	3,881,060	3,897,210	16,150	$ 626.78	$ 102.00
1/9	Tustumena	3897210	3907222	10,012	$ 388.57	$ 102.00
1/12	Tustumena	3907222	3950900	43,678	$ 1,695.14	$ 102.00
1/15	Endeavor	3950900	4014400	63,500	$ 2,464.44	$ 102.00
1/29	Perseverance	945976	952668	6,692	$ 259.72	$ 102.00
2/18	Pacific Wolf	952668	955900	3,232	$ 194.05	$ 102.00
3/29	Pacific Wolf	4014385	4016850	2,465	$ 194.05	$ 102.00
4/11	Pacific Wolf	4016850	4020900	4,050	$ 194.05	$ 102.00
4/23	Pacific Wolf	4020940	4023000	2,060	$ 194.05	$ 102.00
6/9	Tustumena	4059200	4073300	14,100	$ 547.22	$ 102.00
6/17	Pacific Wolf	1023480	1035485	12,005	$ 165.91	$ 102.00
7/5	Tustumena	4088545	4140700	52,155	$ 2,024.14	$ 102.00
7/20	Steadfast	4156142	4158118	1,976	$ 194.05	$ 102.00
				-		
				-		
				-		
				-		
				-		
Year to Date Totals:				**235,008**	**$ 9,336.22**	**$ 1,428.00**

Notes:

Washing down dock results in missing begin/end reads

$194.05 Min Charge

$102.00 CONX

Deep Water Dock - 2020 Water Usage

Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee
1/4	Endeavor	11,308,450	11,314,000	5,550	$ 215.40	$ 102.00
1/7	Bob Franco	11,314,000	11,316,000	2,000	$ 194.05	$ 102.00
1/27	Perseverance	11,316,050	11,323,270	7,220	$ 280.21	$ 102.00
1/30	Bob Franco	11,323,270	11,327,000	3,730	$ 194.05	$ 102.00
2/23	Bob Franco	11,327,000	11,332,000	5,000	$ 194.05	$ 102.00
2/24	Perseverance	11,332,000	11,351,600	19,600	$ 760.68	$ 102.00
3/19	Bob Franco	11,351,610	11,359,640	8,030	$311.64	$ 102.00
4/3	Endeavor	11,359,000	11,408,100	49,100	$1,905.57	$ 102.00
4/18	Bob Franco	11,408,090	11,413,740	5,650	$219.28	$ 102.00
4/30	Endeavor	11,413,000	11,464,000	51,000	$1,979.31	$ 102.00
5/4	Bob Franco	11,464,100	11,468,220	4,120	$194.05	$ 102.00
5/16	wash down	11,468,200	11,469,900	1,700	nc	
5/17	Bob Franco	11,469,900	11,472,900	3,000	$194.05	$ 102.00
5/23	wash down	11,473,900	11,474,400	500	nc	
6/4	Bob Franco	11,474,000	11,477,700	3,700	$194.05	$ 102.00
6/5	Endeavor	11,477,700	11,490,000	12,300	$477.36	$ 102.00
6/17	Tustumena	11,490,050	11,510,000	19,950	$774.26	$ 102.00
6/27	Bob Franco	11,510,000	11,514,250	4,250	$194.05	$ 102.00
7/15	Emery Zidel	11,514,000	11,516,200	2,200	$194.05	$ [illegible]00
7/30	Bob Franco	11,516,200	11,523,440	7,240	$280.98	$ [illegible]00
				-		
Year to Date Totals:				**197,340**	**$ 8,757.09**	**$ 1,836.00**

Notes:

Washing down dock results in missing begin/end reads

$194.05 Min Charge

$102.00 CONX

Port & Harbor Advisory Commission
2020 Meeting Calendar

	MEETING	AGENDA DEADLINE	ANNUAL TOPICS/EVENTS
JANUARY	5:00 p.m. Wednesday, January 22	5:00 p.m. Wednesday, January 15	Appointment/Reappointment Applications Due
FEBRUARY	5:00 p.m. Wednesday, February 26	5:00 p.m. Wednesday, February 19	Terms Expire February 1st Election of Chair & Vice Chair
MARCH	5:00 p.m. Wednesday, March 25	5:00 p.m. Wednesday, March 18	
APRIL	5:00 p.m. Wednesday, April 22	5:00 p.m. Wednesday, April 15	Review of Strategic Plan/Goals & Commission's Policies
MAY	6:00 p.m. Wednesday, May 27	5:00 p.m. Wednesday, May 20	
JUNE	6:00 p.m. Wednesday, June 24	5:00 p.m. Wednesday, June 17	City Budget Review/Develop Requests
JULY	6:00 p.m. Wednesday, July 22	5:00 p.m. Wednesday, July 15	
AUGUST	6:00 p.m. Wednesday, August 26	5:00 p.m. Wednesday, August 19	Capital Improvement Plan Review
SEPTEMBER	5:00 p.m. Wednesday, September 23	5:00 p.m. Wednesday, September 16	
OCTOBER	5:00 p.m. Wednesday, October 28	5:00 p.m. Wednesday, October 21	Land Allocation Plan Review AAHPA Conference
NOVEMBER	No Meeting		Seattle Fish Expo
DECEMBER	5:00 p.m. Wednesday, December 9	5:00 p.m. Wednesday, December 2	

2020 HOMER CITY COUNCIL MEETINGS
ADVISORY COMMISSION/ BOARD ATTENDANCE

Commissions are invited to report to the City Council at the Council's regular meetings under Item 8 – Announcements/Presentations/Borough Report/Commission Reports. This is the Commission's opportunity to give Council a brief update on their work. Generally the Commissioner who will be reporting will attend one of the two meetings for the month they are scheduled to attend.

The 2020 meeting dates for City Council is as follows:

January 13, 27	Donich
February 10, 24	Stockburger
March 9, 23*	Zimmerman
April 13, 27	Zimmerman
May 11, 26*	Donich
June 8, 22	Ulmer
July 27**	Ulmer
August 10, 24	Carroll
September 14, 28	Zeiset
October 12, 26	Stockburger
November 23**	
December 14, 21****	Carroll

City Council's Regular Committee of the Whole Meeting at 5:00 pm to no later than 5:50 pm prior to every Regular Meeting which are held the second and fourth Monday of each month at 6:00 pm.
*Tuesday meeting due to Memorial Day/Seward's Day.
** There will be no first regular meeting in July or November.
***Council traditionally reschedules regular meetings that fall on holidays or high school graduation days, for the following Tuesday.
****Council traditionally cancels the last regular meeting in December and holds the first regular meeting and one to two special meetings as needed. Generally the second special meeting the third week of December will not be held.