



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

City of Homer Agenda

City Council Regular Meeting

Monday, September 14, 2020 at 6:00 PM

City Hall Cowles Council Chambers via Zoom Webinar

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

Webinar ID: 205 093 973 Password: 610853

CALL TO ORDER, PLEDGE OF ALLEGIANCE

Councilmember Evensen requests excusal

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

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

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

- [a.](#) City Council Unapproved Meeting Minutes of August 24, 2020. City Clerk. Recommend adoption.
- [b.](#) Memorandum 20-135 from Mayor Re: Appointment of Leon Galbraith to the Parks Art Recreation & Culture Advisory Commission. Recommend approval.
- [c.](#) Memorandum 20-136 from Deputy City Clerk Re: Renewal of Standard Marijuana Cultivation Facility License for Alaska Loven It, LLC. Recommend approval.
- [d.](#) Memorandum 20-136 from the City Clerk Re: Confirming Election Judges for the October 6, 2020 City of Homer Regular Election. Recommend approval.
- [e.](#) Memorandum 20-140 from Mayor Re: Appointment of Councilmembers Smith and Aderhold to the Lobbyist RFP Review Committee.
- [f.](#) Ordinance 20-59, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code to Create Chapter 21.17 Medical Zoning District; Amending Homer City Code 21.58.030, Permission for Communications Towers, Adding the Medical Zoning District;

Amending Homer City Code 21.60.060 Signs on Private Property, Adding the Medical Zoning District; Amending Homer City Code 21.10.020 Zoning Districts to Include the Medical District; and Amending the Homer City Zoning Map to Rezone a Portion of the Residential Office (RO) Zoning District to Include Medical (M) Zoning District. Planning Commission. Recommended dates Introduction September 14, 2020 Public Hearing and Second Reading September 28, 2020

- [g.](#) Ordinance 20-60, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating \$2,251,058.85 in Coronavirus Relief Funds from the Kenai Peninsula Borough to the City's Economic Relief Grant Programs and Authorizing the City Manager to Execute Agreements with the Kenai Peninsula Borough for Cooperative or Joint Administration of Functions or Powers through Subgranting Coronavirus Relief Funds. City Manager. Recommended dates Introduction September 14, 2020 Public Hearing and Second Reading September 28, 2020
- [h.](#) Ordinance 20-61, An Ordinance of the City Council of Homer, Alaska Repealing Emergency Ordinance 20-58 and Amending the 2020 Capital Budget and Authorizing Expenditure of up to \$300,000 from the HART Road Fund to Design and Construct Remedial Solutions for the Horizon Court Landslide. City Manager/Public Works Director. Recommended dates Introduction September 14, 2020 Public Hearing and Second Reading September 28, 2020

Memorandum 20-141 from Public Works Director as backup

- [i.](#) Resolution 20-079, A Resolution of the City Council of Homer, Alaska Approving and Accepting the Donation of a Sculpture Entitled *Tuyanitum* by Artist Argent Kvasnikoff, of Ninilchik, Alaska from the Bunnell Street Arts Center for the Municipal Art Collection to be placed at Bishop's Beach Park. Aderhold. Recommend adoption.

Memorandum 20-138 from PARCAC as backup

- [j.](#) Resolution 20-080, A Resolution of the City Council of Homer, Alaska Clarifying the Eligibility Period for COVID-19 Related Expenses that Qualify for CARES Act Funding is March 1 - December 20, 2020 as Established by the US Treasury, and Amending all City of Homer Economic Relief Program Documents Accordingly. City Manager. Recommend adoption.
- [k.](#) Resolution 20-081, A Resolution of the City Council of Homer, Approving a Lease Assignment from AKSNOWGRL Rentals LLC to Homer Enterprises LLC and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents for an Eighteen Year Four Month Lease with Options for Two Consecutive Five Year Renewals for a Portion of Lot 5, Homer Spit at the Reduced Annual Rate of \$4925.46. City Manager. Recommend adoption.

Memorandum 20-139 from Port & Harbor Advisory Commission as backup

Memorandum 20-139 from Port & Harbor Advisory Commission as backup

VISITORS

- a. Unified Command Update (20 minutes)

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

- a. Special Meeting Report
- b. Worksession Report
- c. Committee of the Whole Report
- d. Mayor's Report
- e. Borough Report
- f. Library Advisory Board
- g. Planning Commission
 - i. Planning Commission Report
- h. Economic Development Advisory Commission
- i. Parks Art Recreation and Culture Advisory Commission
- j. Port and Harbor Advisory Commission
- k. Americans with Disabilities Act Compliance Committee
- l. Economic Relief Grant Programs Report

PUBLIC HEARING(S)

- [a.](#) Tasmania Court Water Improvement Special Assessment District
- [b.](#) Ordinance 20-51, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating Funds in the Amount of \$7,049 from the Police CARMA Fund for Traffic Calming Improvements on Kachemak Drive. City Manager/Police Chief. Introduction August 24, 2020 Public Hearing and Second Reading September 14, 2020

Memorandum 20-120 from Police Chief as backup
- [c.](#) Ordinance 20-52, An Ordinance of the City Council of Homer, Amending the 2020 Capital Budget and Authorizing Expenditure of \$25,000 from the HART Road Fund for and On-Call Services Contract with the Homer Soil and Water Conservation District. City Manager/Public Works Director. Introduction August 24, 2020 Public Hearing and Second Reading

Memorandum 20-125 from Public Works Director as backup

- [d.](#) Ordinance 20-53, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code 21.05.030 Measuring Heights to Exclude Elevator Shafts when Measuring the Height of a Building. Planning Commission. Introduction August 24, 2020 Public Hearing and Second Reading September 14, 2020.

Memorandum 20-123 from City Planner as backup

- [e.](#) Ordinance 20-54, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating \$45,000 from the HART Trails Fund for Completion of the Poopdeck Trail. Venuti. Introduction August 24, 2020 Public Hearing September 14, 2020

Memorandum 20-121 from Deputy City Planner as backup

Memorandum 20-130 from PARCAC as backup

- [f.](#) Ordinance 20-56, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing the Expenditure of \$550,000 from the Water Depreciation Fund for Designated Urgent Projects. City Manager/Public Works Director. Introduction August 24, 2020 Public Hearing and Second Reading September 14, 2020

Memorandum 20-126 from Public Works Director as backup

- [g.](#) Ordinance 20-57, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing the Expenditure of \$484,900 from the Sewer Depreciation Fund for Designated Projects in the 2020 Sewer Capital Improvement Plan. City Manager/Public Works Director. Introduction August 24, 2020 Public Hearing and Second Reading September 14, 2020

Memorandum 20-127 from Public Works Director as backup

ORDINANCE(S)

- [a.](#) Ordinance 20-62, An Emergency Ordinance of the City Council of Homer, Alaska Authorizing the City Manager to Negotiate and Execute an Airport Terminal Lease with Float Shuttle. Mayor/City Manager.

- [b.](#) Ordinance 20-63, An Emergency Ordinance of the City Council of Homer, Alaska Amending the 2020 Budget by Appropriating Funds in the Amount of \$1,183,923.18 from the General Fund Fund Balance for the Purpose of COVID-19 Response and Mitigation. City Manager.

Memorandum 20-142 from City Manager as backup

CITY MANAGER'S REPORT

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

- [b.](#) Bid Report

PENDING BUSINESS

NEW BUSINESS

RESOLUTIONS

- a. Resolution 20-082, A Resolution of the City Council of Homer, Alaska Supporting Kenai Peninsula Borough Resolution 2020-067 and Inclusion in Joint Resolution 2020-01 Encouraging all Residents to take the Necessary Precautions and Follow Recommended Preventative Measures of the Center for Disease Control to Reduce the Spread of COVID-19 in our Community during the Health Emergency. Mayor.

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

COMMENTS OF THE CITY MANAGER

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

ADJOURNMENT

Next Regular Meeting is Monday, September 28, 2020 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 20-26 a Regular Meeting of the Homer City Council was called to order on August 24, 2020 by Mayor Ken Castner at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: ADERHOLD, EVENSEN, HANSEN-CAVASOS, LORD, SMITH, VENUTI

STAFF: INTERIM CITY MANAGER ABBOUD
CITY CLERK JACOBSEN
FINANCE DIRECTOR WALTON
PUBLIC WORKS DIRECTOR KEISER
PERSONNEL DIRECTOR BROWNING
CITY ATTORNEY GATTI

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

The following changes were made: **VISITORS** Unified Command Report **CONSENT AGENDA** Ordinance 20-54, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating \$45,000 from the HART Trails Fund for Completion of the Poopdeck Trail. Venuti. Memorandum 20-130 from Parks Art Recreation and Culture Advisory Commission as backup; Resolution 20-074, A Resolution of the City Council of Homer, Alaska Approving Application for Coronavirus Relief Funds in the Amount of \$1,203,124.94 from the Kenai Peninsula Borough for Costs that are Necessary Expenditures Incurred due to the Coronavirus Disease 2019 (COVID-19) Public Health Emergency, and Authorizing the City Manager to Execute the Grant Agreement. City Manager. Memorandum 20-131 from City Planner as backup; **ANNOUNCEMENTS / PRESENTATIONS / REPORTS** Planning Commission written Report **CITY MANAGER'S REPORT** City Manager's written report, July General Fund Comparison Report, and Second Quarter Sales Tax Report; **NEW BUSINESS** Oath of Office for Robert Dumouchel, to be administered following agenda approval,; and Memorandum 20-129 from City Clerk re: Approval to Submit Letter to Senator Sullivan related to the CARES Act. Letter to Senator Sullivan, and **RESOLUTIONS** Resolution 20-077, A Resolution of the City Council of Homer, Alaska Adopting a Reserve Fund Policy for the Collection and Use of Water and Sewer Depreciation Reserve Funds. Lord/Aderhold. Memorandum 20-132 from Councilmembers Aderhold and Lord as backup

LORD/VENUTI MOVED TO APPROVE THE AGENDA AS AMENDED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

City Clerk Jacobsen administered the Oath of Office to City Manager Dumouchel.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

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

- a. City Council Unapproved Regular Meeting Minutes of August 10, 2020. City Clerk. Recommend adoption.
- b. Memorandum 20-118 from Mayor Castner re: Appointment of Student Representative to the Library Advisory Board. Recommend approval.
- c. Ordinance 20-51, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating Funds in the Amount of \$7,049 from the Police CARMA Fund for Traffic Calming Improvements on Kachemak Drive. City Manager/Police Chief. Recommended dates: Introduction August 24, 2020 Public Hearing and Second Reading September 14, 2020

Memorandum 20-120 from Police Chief as backup

- d. Ordinance 20-52, An Ordinance of the City Council of Homer, Amending the 2020 Capital Budget and Authorizing Expenditure of \$25,000 from the HART Road Fund for and On-Call Services Contract with the Homer Soil and Water Conservation District. City Manager/Public Works Director. Recommended dates Introduction August 24, 2020 Public Hearing and Second Reading

Memorandum 20-125 from Public Works Director as backup

- e. Ordinance 20-53, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code 21.05.030 Measuring Heights to Exclude Elevator Shafts when Measuring the Height of a Building. Planning Commission. Recommended dates Introduction August 24, 2020 Public Hearing and Second Reading September 14, 2020.

Memorandum 20-123 from City Planner as backup

Item e. moved to Ordinances item e. Evensen.

- f. Ordinance 20-54, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating \$45,000 from the HART Trails Fund for Completion of the Poopdeck Trail. Venuti. Recommended dates Introduction August 24, 2020 Public Hearing September 14, 2020

Memorandum 20-121 from Deputy City Planner as backup

- g. Resolution 20-073, A Resolution of the City Council of Homer, Alaska Designating Signatories of City Accounts and Superseding any Previous Resolutions so Designating. City Manager. Recommend adoption.
- h. Resolution 20-074, A Resolution of the City Council of Homer, Alaska Approving Application for Coronavirus Relief Funds in the Amount of \$1,203,124.94 from the Kenai Peninsula Borough for Costs that are Necessary Expenditures Incurred due to the Coronavirus Disease 2019 (COVID-19) Public Health Emergency, and Authorizing the City Manager to Execute the Grant Agreement. City Manager. Recommend adoption.

Item h. moved to Resolutions item e. Evensen

City Clerk Jacobsen read the consent agenda and its recommendations.

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

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS

Derotha Ferraro South Peninsula Hospital (SPH) Public Information Officer, reported to Council. Ms. Ferraro reviewed case counts including the statewide total 4810 cases and 114 in the Southern Peninsula. SPH has done 7473 tests, 7243 negative, 113 positive, and 117 pending. Case numbers can be found on the SPH website. With only one positive in the last 7 days our positivity rate is under ½ percent, and the state remains in the lead for testing nationwide, and also lowest positivity rate. She reported Bonita Banks, nurse and community health educator, has taken a new position at Homer Medical Center as the Medication Assisted Treatment Program Nurse for substance used disorders. She shared a reminder to those returning from summer travel or summer work that COVID testing is available at the hospital seven days a week from 10:00 a.m. to 8:00 p.m. Call ahead to the COVID nurse at 235-0235 for screening and preregistration.

Question was raised as to the number of cases that would trigger going into the red zone and schools closed. Ms. Ferraro said she'd find that information and let Council know.

Jenny Carroll City of Homer Public Information Officer, reported the Emergency Operations Center (EOC) has been quiet lately. At the EOC levels around the state the focus has been on schools opening, both K-12 and colleges and many opened today. She recognized the Kenai Peninsula School District (KPBSD) and local school personnel who have dedicate a lot of planning effort to provide educational options for our families, figuring out and when to safely open and close facilities, and their communication with families so they provide the best education they can while protecting the health and safety of students, staff, and community. She reviewed criteria used to determine whether area schools will open for in class learning, including test count positive case criteria and consultation with State and local agencies. The KPBSD website for a COVID-19 risk map that shows low, medium, and high risk areas in the borough, broken down into central, eastern, and southern region. We in the southern region are in a low incident category. She encouraged that the community continue implementing and maintaining preventative measures and testing for anyone showing any COVID-19 symptom or symptoms. Testing leads to quick identification of cases, quick treatment, immediate isolation to prevent spread, and early testing helps with contact tracing and minimizing spread.

Ms. Ferraro commented regarding the earlier question regarding the threshold that would cause schools to move into the red zone and close. She explained the Southern Peninsula would have to reach a 1.4 average daily incidence, based on 14 day normalized per 100,000 population. As long as we remain under 1.4 daily incidence we'd remain in yellow. We're below .7, currently .5, so we're in the green

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

a. Worksession Report

Councilmember Lord reported Council discussion focused on the water and sewer fund, different components of rates, depreciation reserve fund, and HASWP, included with Resolutions 20-077 and 20-078. It was good discussion with further requests for staff to provide information and they'll continue working on this.

b. Committee of the Whole Report

Councilmember Lord reported Council discussed Ordinance 20-53 and the exceptions for elevator shafts for building height restrictions, 20-54 for an appropriation of funds to complete some work on the Poopdeck Trail, and continued discussion on the water sewer utility funds.

c. Mayor's Report

Mayor Castner reported on the 2nd quarter sales tax report provided in the supplemental packet. There has been concerns about the impacts of lost revenue due to the pandemic, the 2nd quarter is one of the larger ones for sales tax revenue and has grown over the last few years

and an 18% decrease here in COVID times. It's not as bad as what some may have been anticipating, it's a manageable amount of lost total income.

- d. Borough Report
- e. Library Advisory Board
- f. Planning Commission
- g. Economic Development Advisory Commission

John Mink, Economic Development Advisory Commissioner, reported the Commission reviewed the Commission's bylaws for changes that streamline their purpose. They held their annual Capital Improvement Plan review and recommended the Port of Homer Large Vessel Harbor and Barge Mooring and Large Vessel Haul Out Repair Facility as their top two. He added the Commission still needs a Councilmember to work with them on revising City Code to amend the Commission's purpose.

Councilmember Evensen shared concern about ordinances that have come from the Planning Commission that are about negative economic consequences for our community and wanted to float the idea of potential analysis and the Economic Development Advisory Commission may want to weigh in on those items that come to Council. Commissioner Mink responded if the Council wants them to do that, they would be willing to do so, but his understanding is that it would have to be direction from Council.

- h. Parks Art Recreation and Culture Advisory Commission

Ingrid Harrald, Parks Art Recreation and Culture Advisory Commissioner, reported Public Works Director Keiser, Parks Maintenance Coordinator Steffy, and Recreation Manager Illg put together a great packet of information. The parks are the place to be right now, and she appreciates all their work. She noted the improvements at Ben Walters Park, the campgrounds have been overcrowded and exceeding capacity, Hornaday Park has continued to offer special use economic displaced campsites and staff is looking at what happens when that area closes in October, there's been a lot of turnover in the parks staff, skate park improvements are being done, use of parks for non-profits meetings and events, and making use of the HERC for Community Recreation activities while the schools and SPARC are unavailable. They reviewed the Capital Improvement Plan and support Karen Hornaday Park and Main Street Sidewalk Improvements as their top two priorities. Under new business they reviewed a Bunnell Street Art project for Bishops Beach that will be coming to Council, addressed issues with public bathrooms, supported the Poopdeck Trail improvements, and discussed a potential lot purchase on Bishop's Beach, and Baycrest Overlook signage.

- i. Port and Harbor Advisory Commission
- j. Americans with Disabilities Act Compliance Committee

Councilmember Aderhold reported the Committee will meet on Thursday to review the Capital Improvement Plan.

k. AML Summer Conference Report

Councilmember Venuti reported most of the conference topic revolved around COVID issues. The conference was held by Zoom and there was digital divide for the smaller villages that have limited internet and were trying hard to use their phone. They also talked about defense communities and the importance of keeping the Coast Guard presence and overall it was a good conference.

Councilmember Aderhold shared that she listened in to some of the sessions and there was a lot of really good information. One thing she found very interesting was the model that allowed attendees to go in and balance the State budget, provided by the Fairbanks North Star Borough. It was very interesting to play around with the model and see what moves the needle and what doesn't with revenues and expenses.

Councilmember Lord also participated and found the budget model very interesting and informative. AML will work to compile some of the responses from the model to share. The model was very interesting for open budgeting community work, and they could track all the clicks, versus what was submitted, that provided a lot of interesting information.

l. City Attorney's Report

City Attorney Gatti reported on the firm's work related to legal analysis of City powers related to health powers. They've researched the Alaska Constitution, Alaska Statutes (AS), and City ordinances. It was suggested in a conversation with the Mayor and Attorney General's Office that the City somehow has health powers based on an ordinance in Title 2 of City Code. Under the Constitution and Statutes we have liberal powers but they aren't unlimited and there are restrictions. There are communities like Anchorage that are Home Rule and have a Health Department to engage in health activities, but most municipalities don't have that authority. In AS Title 29 there are implied or inferred powers, but the firm believes there needs to be some power to imply or infer the extension of those powers. He cited two cases that represent the limitations on those powers. When reviewing Homer Code there are a couple of ordinances that seem to incorporate State law, one in title 1 regarding enforcement or violations of State law offences, but that doesn't provide health powers. The other in title 2 that designates the City Manager as the Health Officer and addresses coordinating with the State, but they don't believe that provision creates health powers to enable issue mask mandates, quarantines, or tests. Title 5 talks about enforcement of State activities including public health and purports to incorporate AS Title 17 and 18. They don't think any of those ordinances expressly or impliedly grants the City specific health powers to engage in activities within the province of State Department of Health and Social Services. They then looked at the Alaska Disaster Act and how it fits in. It sets up the Unified Command structure and it specifically has a provision

that doesn't confer additional authority on local governments other than the authority they already have. The Constitution Article 7 Section 4 delegates the responsibility for creating and implementing health powers to the State Legislature. The Legislature adopted Title 18 which is the statutory authority for the Department of Health and Social Services to act. They can implement measures during an outbreak of disease, and there are provisions about right to due process where the state medical officer's determinations can be challenged. Another legal question is State preemption and whether there's an argument of preemption of municipalities operating in certain areas of health powers. Because of the Constitutional delegation to the Department of Health and Social Services, could it be argued as an applied preemption. They don't think the current City ordinances address health powers. It's possible the City could, under liberal construction, but would have to determine what that would look like and what kind of enforcement would be employed. If the City was inclined to do anything like that, the best position would be to adopt ordinances with health powers, and if someone disagrees they could seek a legal decision. But right now it doesn't appear there's an expressed or implied power under the City's current ordinances. A written memorandum will be issued soon with more detail.

PUBLIC HEARING(S)

- a. Ordinance 20-49, An Ordinance of the City Council of Homer, Alaska Amending the Homer City Zoning Map to Rezone 4061 Pennock Street from Urban Residential (UR) Zoning District to Residential Office (RO) Zoning District. Planning Commission. Introduction August 10, 2020, Public Hearing and Second Reading August 24, 2020.

Memorandum 20-119 from City Planner as backup
Memorandum 20-115 from City Planner as backup

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

LORD/VENUTI MOVED TO ADOPT ORDINANCE 20-49 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Councilmember Evensen expressed his opposition to the ordinance and commented regarding the importance of keeping residential zoned districts as residential because of long term and economic impacts of bringing in a commercial type of zoning. He appreciated the additional information from Planning, including citations from the Comp Plan, but he disagrees with the notion of infilling as this is already zoned for residential development. Adding a commercial structure next to a residential structure decreases the value of the residential structure. He believes the zoning district should stay the way it's set up.

EVENSEN MOVED TO REFER ORDINANCE 20-49 TO THE EDC FOR THEIR OPINION.

Motion failed for lack of a second.

There was no further discussion on the motion on the floor.

VOTE: YES: VENUTI, SMITH, ADERHOLD, LORD
NO: EVENSEN, HANSEN-CAVASOS

Motion carried.

- b. Ordinance 20-50 An Ordinance of the City Council of Homer, Alaska Appropriating \$60,000 in CARES Act Funds from the State of Alaska for the Homer Chamber of Commerce to Continue Operations during the Pandemic. Evensen/Mayor. Introduction August 10, 2020 Public Hearing and Second Reading August 24, 2020

Ordinance 20-50(S) An Ordinance of the City Council of Homer, Alaska Appropriating \$60,000 in CARES Act Funds from the State of Alaska for the Homer Chamber of Commerce to Continue Operations during the Pandemic. Evensen/Mayor

Mayor Castner opened the public hearing.

Brad Anderson, Executive Director of the Homer Chamber of Commerce, commented in support of the ordinance and shared some of the impacts the pandemic has had on the Chamber.

There were no further comments and the hearing was closed.

LORD/EVENSEN MOVED TO ADOPT ORDINANCE 20-50 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

LORD/EVENSEN MOVED TO SUBSTITUTE ORDINANCE 20-50(S) FOR 20-50.

Councilmember Evensen explained the substitution was intended to streamline the original ordinance.

VOTE (substitution): VOTE NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

EVENSEN MOVED TO STRIKE LINES 31-36.

Councilmember Evensen explained they are redundant statements and he intended them to be removed from the substitute.

There was brief discussion confirming the redundancy with lines new lines 22-29.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion.

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

Motion carried.

ORDINANCE(S)

- a. Ordinance 20-55, An Ordinance of the City Council of Homer, Alaska Reappropriating \$1,500,000 from the Small Business Economic Relief Grant (SBERG) Program to the Household Economic Relief Grant (HERG) Program. Evensen/Smith. Recommended dates Introduction August 24, 2020 Public Hearing and Second Reading September 14, 2020.

LORD/EVENSEN MOVED TO INTRODUCE ORDINANCE 20-55 BY READING OF TITLE.

There was discussion that this may be unnecessary at this point because as we look at having to track this money and the buckets, the HERG program isn't open yet. The SBERG will likely have money left over but has a longer open period and the HERG program would cover 1000 successful applicants at the current up to \$1500 funding level per households. It would be beneficial to wait until September when they have a better feel for numbers of applications for the Economic Relief Grant (ERG) programs. There is also the additional money coming from the Borough, so before re-appropriating funds now, it could be more beneficial for Council to look at it when we have a better feel for applicants and where we are. It was suggested this makes household grant a priority and would have the biggest economic impact on the community and should be rolled out first.

At the request of Council, Sara Perman, City CARES Funding Coordinator, commented the remaining ERG programs will start rolling out after Labor Day, staggered over two to three weeks.

VOTE: YES: HANSEN-CAVASOS, EVENSEN, SMITH
NO: ADERHOLD, LORD, VENUTI

Mayor Castner did not vote.

Motion failed.

- b. Ordinance 20-56, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing the Expenditure of \$550,000 from the Water Depreciation Fund for Designated Urgent Projects. City Manager/Public Works Director.

Recommended dates Introduction August 24, 2020 Public Hearing and Second Reading
September 14, 2020

Memorandum 20-126 from Public Works Director as backup

LORD/VENUTI MOVED TO INTRODUCE ORDINANCE 20-56 BY READING OF TITLE ONLY.

Councilmember Aderhold raised a question regarding the climate action plan and the ability to generate electricity by adding turbines to the water system as it comes into town. She wonders if there's opportunity with any of these projects to evaluate if it makes sense to do it at this time.

Councilmember Lord recalled there has been discussion over the last year or so and some movement has happened with that, so it might be a good follow up for Public Works to bring back.

Councilmember Evensen thinks it's a great thought but has concerns with that because turbines tend to kick off metal shards and could affect the quality of the water.

Mayor Castner appreciates Public Works putting together lists of projects that need to get done and planning for them.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- c. Ordinance 20-57, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing the Expenditure of \$484,900 from the Sewer Depreciation Fund for Designated Projects in the 2020 Sewer Capital Improvement Plan. City Manager/Public Works Director. Recommended dates Introduction August 24, 2020 Public Hearing and Second Reading September 14, 2020

Memorandum 20-127 from Public Works Director as backup

LORD/VENUTI MOVED TO INTRODUCE ORDINANCE 20-57 BY READING OF TITLE ONLY.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- d. Ordinance 20-58, An Emergency Ordinance of the City Council of Homer, Alaska Declaring the Landslide on Horizon Court to Constitute and Emergency and Amending the 2020 Capital Budget and Authorizing Expenditure of up to \$300,000 from the HART

Road Fund to Design and Construct Remedial Solution. City Manager/Public Works Director.

Memorandum 20-127 from Public Works Director as backup

LORD/ADERHOLD MOVED TO ADOPT ORDINANCE 20-58 BY READING OF TITLE ONLY.

Mayor Castner shared his understanding that the toe of a slope gave out and took away a huge chunk of slope with it. It affects 6 or 8 homes in the neighborhood and it's a city owned road. Their solution right now is to increase the cut in the hillside and widen out what's left of the road, and the long term solution will likely be a retaining wall.

Councilmember Aderhold noted as we look for longer term solutions she'd like to look at the community forming a special assessment district to match HART funds and looking at whether it would be for bringing the entire Horizon Court up to City standards, or just a small section of it.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- e. Ordinance 20-53, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code 21.05.030 Measuring Heights to Exclude Elevator Shafts when Measuring the Height of a Building. Planning Commission. Recommended dates Introduction August 24, 2020 Public Hearing and Second Reading September 14, 2020.

Memorandum 20-123 from City Planner as backup

LORD/VENUTI MOVED TO INTRODUCE ORDINANCE 20-53 BY READING OF TITLE ONLY.

Councilmember Evensen shared his concerns in that there are no building restriction codes in the City aside from this one, and he thinks we should hold on to it to help unify our City for aesthetic reasons where views are so important.

Councilmember Smith doesn't see this as an issue, and as the City Planner clarified, it's something akin to an air handler on a roof, not requiring another building floor to accommodate it.

Councilmember Lord shared her support for the ordinance and the rationale behind it. She doesn't believe it's the only building restriction in the city as the City has an entire title on Planning and Zoning and there are a number of things developments have to adhere to.

Councilmember Aderhold noted the City has a resolution that we're trying to become a universally accessible City, and one reason for requiring elevators in buildings is accessibility.

We aren't increasing overall building height, it's for an elevator shaft. She supports the ordinance.

Councilmember Venuti added her support, noting it isn't just elevator shafts, but also air handlers, which are very importing in this time when we're dealing with COVID.

Councilmember Evensen added some of the condos at the end of the spit have elevators so they now could raise the structure higher, and could increase the roof space and block the view that much more. He thinks sometimes with these planning things we fall into a near term solution that sounds good at the time but 20 years later there's unintended consequences.

VOTE: YES: LORD, ADERHOLD, HANSEN-CAVASOS, SMITH, VENUTI
NO: EVENSEN

Motion carried.

CITY MANAGER'S REPORT

a. City Manager's Report

City Manager Dumouchel said he's glad to be in Homer now and was happy to answer questions on his report.

Councilmember Aderhold commented regarding the partnership with Bunnell on the National Endowment for the Arts and said she's happy to sponsor Council action if needed for that. She'd also like to have a report from Sara Perman as their ERG programs roll out, any issues she's seeing, and fill them on how things are going.

Councilmember Lord said appreciated the EOC debrief from the tsunami response last month. Regarding the types of reporting they get from on finances, she'd like to have it expanded to more than just one month to get more contextual information to help them utilize the information better.

Councilmember Smith concurred with having more financial information to see where they are quarterly and also year to date, in relationship to last year.

Councilmember Evensen commented regarding unauthorized camping on the Homer Spit and shared concern about vehicles parked down on the beach berms near the Seafarers Memorial in a protected area.

PENDING BUSINESS

- a. Ordinance 20-48, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Operating Budget and Authorizing Expenditure of \$29,100 from the General Fund Fund

Balance to Fund Additional Porta Potties and Hand Wash Stations and Authorizing a Sole Source Contract. City Manager/Public Works Director. Introduction July 27, 2020 Public Hearing and Second Reading August 10, 2020.

Ordinance 20-48(S), An Ordinance of the City Council of Homer, Alaska Amending the 2020 ~~2020-2021~~ Operating Budget and Authorizing Expenditure of **an Additional** \$29,100 ~~from the General Fund Fund Balance to Fund Additional~~ **for** Porta Potties, **Designating this as a COVID Related Expense**, and Hand Wash Stations and Authorizing a Sole Source Contract. City Manager/Public Works Director.

Memorandum 20-124 from Public Works Director as backup
Memorandum 20-105 from Public Works Director as backup

Mayor Castner stated there's a motion on the floor from August 10th to adopt ordinance 20-48\ by reading of title only for second and final reading.

LORD/VENUTI MOVED TO SUBSTITUTE ORDINANCE 20-48(S) FOR 20-48.

There was no discussion.

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion

VOTE (main motion): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

NEW BUSINESS

- a. Oath of Office for Robert Dumouchel, City Manager

This was taken up after agenda approval.

- b. Memorandum 20-122 from City Clerk Re: Expression of Interest by the City of Homer to Host the 2024 Arctic Winter Games

LORD/ADERHOLD MOVED TO APPROVE THE RECOMMENDATION OF MEMORANDUM 20-122 TO SUBMIT AN EXPRESSION OF INTEREST TO HOST THE ARCTIC WINTER GAMES IN MARCH 2024 TO THE LT GOVERNOR NO LATER THAN SEPTEMBER 10.

Council address the significant undertaking and cost required to host this event and that they'd be willing to work with the Borough and participate in hosting an event, if the Borough put forth a proposal to host the Games.

VOTE: NO: HANSEN-CAVASOS, VENUTI, LORD, EVENSEN, ADERHOLD, SMITH

Motion failed.

- c. Memorandum 20-129 from City Clerk re: Approval to Submit Letter to Senator Sullivan related to the CARES Act

LORD/ADERHOLD MOVED TO APPROVE THE RECOMMENDATION OF MEMORANDUM 20-129 TO SUBMIT THE LETTER FROM THE MAYOR TO SENATOR SULLIVAN REGARDING CARES ACT EXPENDITURES.

Mayor Castner explained his understanding from Councilmember Aderhold that there was a meeting at AML where Senator Sullivan was suggesting CARES Act could take care of shortfalls the City might have in revenue and got some pushback from participants that wasn't the case. His response was he'd like to hear from some of the Mayor's about what they're using CARES Act money for.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

RESOLUTIONS

- a. Resolution 20-075, A Resolution of the City Council of Homer, Alaska Accepting the 2020 Water Capital Improvement Plan and Declaring it should be Updated as Part of the City's Budget Cycle. City Manager/Public Works Director.

LORD/VENUTI MOVED TO ADOPT RESOLUTION 20-075 BY READING OF TITLE ONLY.

Councilmember Lord noted earlier in the meeting they introduced an ordinance funding a portion of this work, and this is the work of Public Works looking through our plans and infrastructure and determine where we are with urgent, moderate, and lower priority needs to continue maintaining the systems we have.

Councilmember Smith noted the resolution identifies a funding source and thinks part of that is something they're still working through.

Councilmember Aderhold agreed in that there could be different ways these projects are funded. It's like our City wide Capital Improvement Plan (CIP) in that we're outlining current and future needs, and it's a very wise thing to be doing, and for Council to be keeping track of. She's curious how this and the sewer plan will intersect with the City wide CIP, and noted getting too many of these plans going it gets confusing. There's a note about the current

master plan and the population in 2025 which we're not close to, but there is a building boom and she wonders what the demand is on the system, especially in the summer.

Councilmember Lord commented in concurrence to removing reference to a funding source in the resolution.

LORD/ADERHOLD MOVED TO DELETE LINES 16-21.

At the request of Council Public Works Director Keiser commented she had no concern with removing reference to a funding source. She noted we need the plan as there are numerous grant opportunities that will be coming our way that require the subject project be part of a plan. There's two projects common with the City wide CIP, the raw water connection and a water tank. The Water and Sewer Master Plan doesn't address these needs.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion.

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

Motion carried.

- b. Resolution 20-076, A Resolution of the City Council of Homer, Alaska Accepting the 2020 Sewer Capital Improvement Plan and Declaring it should be Updated as Part of the City's Budget Cycle. City Manager/Public Works Director.

LORD/VENUTI MOVED TO ATOP ORDINANCE 20-076 BY READING OF TITLE ONLY.

LORD/ADERHOLD MOVED TO DELETE LINES 16-21.

There was no discussion.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion.

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

Motion carried.

- c. Resolution 20-077, A Resolution of the City Council of Homer, Alaska Adopting a Reserve Fund Policy for the Collection and Use of Water and Sewer Depreciation Reserve Funds. Lord/Aderhold.

LORD/ADERHOLD MOVED TO POSTPONE RESOLUTION 20-077 TO THE FIRST MEETING IN OCTOBER.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- d. Resolution 20-078, A Resolution of the City Council of Homer, Alaska Amending the Homer Accelerated Water and Sewer Program (HAWSP) Policy Manual to Modernize the Language and Clarify Qualifying Criteria for using HAWSP Funds. Lord/Aderhold.

LORD/ADERHOLD MOVED TO POSTPONE RESOLUTION 20-078 TO THE FIRST MEETING IN OCTOBER.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- e. Resolution 20-074, A Resolution of the City Council of Homer, Alaska Approving Application for Coronavirus Relief Funds in the Amount of \$1,203,124.94 from the Kenai Peninsula Borough for Costs that are Necessary Expenditures Incurred due to the Coronavirus Disease 2019 (COVID-19) Public Health Emergency, and Authorizing the City Manager to Execute the Grant Agreement. City Manager.

LORD/VENUTI MOVED TO ADOPT RESOLUTION 20-074 BY READING OF TITLE ONLY.

LORD/ADERHOLD MOVED TO AMEND THE AMOUNT OF THE GRANT TO READ “AN AMOUNT NOT TO EXCEED \$2,251,058.85” IN PLACE OF THE \$1,203,124.94 IN ALL REFERENCES THROUGHOUT THE RESOLUTION.

There was no discussion.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no discussion.

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

Motion carried.

COMMENTS OF THE AUDIENCE

Barbara Howard, city resident, shared her appreciation for being selected to be involved in the selection of the City Manager.

COMMENTS OF THE CITY ATTORNEY

City Attorney Gatti had no comments.

COMMENTS OF THE CITY CLERK

City Clerk Jacobsen commented the last day to register to vote or update voter registration for the October 6 City and Borough Elections, and there is one form this year to request City and Borough ballots by mail. Forms are available on line and at City Hall. There is a black box outside where of the City Clerk's lobby area where people can pick up applications and a secure drop where they can be returned. There are openings on the Library Advisory Board, Economic Development Advisory Commission, and Economic Development Advisory Commission. She said it was great to have City Manager Dumouchel here this past week, he's very friendly and personable and she's sure he's going to be great to work with.

COMMENTS OF THE CITY MANAGER

City Manager Dumouchel thanked everyone for a great meeting and he's looking forward to the next one.

COMMENTS OF THE MAYOR

Mayor Castner commented he was pleased to appoint Frida Renner to the Library Advisory Board and he thinks when students join these groups, the amount they can learn is amazing. He encourages any student to think about joining one of these Commissions and taking part in democracy. To answer his earlier question about what the count has to be to trip us into the red zone, he heard back that it would be 20 positive cases over 14 days. He congratulated the community for keeping up the good work, one case in seven days is as good as we could hope for and shows everyone's cooperation. He's like to have more interaction between Council and the review team after an event. He made a comment about utilizing parking lots that made it into the review, but he and Councilmember Smith also made a comment about utilizing the bike path coming off the Spit that didn't make it into the review. He also made a comment about what are you going to do when there's really a tsunami coming and there are people who want to get out to the harbor to get their vessels out into deeper water, we need to look at that scenario.

COMMENTS OF THE CITY COUNCIL

Councilmember Evensen commented the community has been doing a great job. He's concerned about the week ahead with school starting and the time when a lot of commercial fishermen come back to town. It may be challenging and he encouraged folks to keep their wits about them.

Councilmember Smith commented that school started and it was interesting having an empty house today. He appreciates the tremendous effort that's going on within the school district to try to provide an education to our kids through the brick and mortar system. It's going to be a bit of a wrestling match to make that happen. He hopes it goes well because it's important for the kids to get educated. He encourage people who haven't participated in the Census to work with the workers going door to door to collect information. It's very important, and also encourage getting out to vote.

Councilmember Lord welcomed City Manager Dumouchel and staff for working hard. She shared her experience engaging with a Census worker who was looking for an address, and encouraged people to help these folks out. Her daughter started 2nd grade remotely and she appreciates the staff at Paul Banks for their efforts. She appreciates the school districts work on getting classes going this fall, we have really good schools and she's thankful for that. She noted the 2nd quarter sales tax report, while it's not as bad as it could be, there are some industries that have been hit really hard.

Councilmember Aderhold thanked City Planner Abboud for stepping in as City Manager and welcomed City Manager Dumouchel, she looks forward to working with him. She appreciated learning about Bonita Banks, that's fantastic and it's a great opportunity for her. We're coming down to the wire on the Census and she hopes people will open the door and be nice to the door knockers. She shared regarding the need to have a code for the online form, and the Census worker can give you one.

Councilmember Hansen-Cavasos thanked City Planner Abboud and welcomed City Manager Dumouchel. She is also excited about Bonita Banks' move to Homer Medical Center. She shared about the Census worker coming to her house and she got her information submitted. She's a believer in the public school system and is appreciates the districts leniency with her kids and potential health issue from wearing masks all day, she's grateful for the home schooling system for her kids. There's a lot of pressure no matter what avenue you're using for school right now.

Councilmember Venuti commented she heard the voting went well with the new voting machines. The election workers did a great job. With the fires in California, she's grateful for our Fire Department, the wetter weather we've had, and people clearing trees on their properties. Bonita Banks will be teaching a CNA class at the college, and college classes started today. She shared regarding Japan's contest on porta potties, there are unique designs and we might want to consider some of them.

ADJOURN

There being no further business to come before the Council Mayor Castner adjourned the meeting at 8:47 p.m. The next Regular Meeting is Monday, September 14, 2020, at 6:00 p.m. Worksession at 4:00 p.m. Committee of the Whole at 5:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Melissa Jacobsen, MMC, City Clerk

Approved:_____



City of Homer

www.cityofhomer-ak.gov

Office of the Mayor

491 East Pioneer Avenue
Homer, Alaska 99603

mayor@ci.homer.ak.us

(p) 907-235-3130

(f) 907-235-3143

Memorandum 20-135

TO: HOMER CITY COUNCIL
FROM: MAYOR CASTNER
DATE: SEPTEMBER 8, 2020
SUBJECT: APPOINTMENT OF LEON GALBRAITH TO THE PARKS, ART, RECREATION &
CULTURE ADVISORY COMMISSION

Leon Galbraith is appointed to the Parks, Art, Recreation & Culture Advisory Commission to fill the seat vacated by Charles Barnwell. The term expires October 31, 2021.

Recommendation: Confirm the appointment of Leon Galbraith to the Parks, Art, Recreation & Culture Advisory Commission.



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

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

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

Name: Leon Galbraith Date: 9/2/2020

Physical Address: 55500 Prevet Ct, Homer AK 99603

Mailing Address: PO Box 1773, Homer AK 99603

Phone #: _____ Cell #: 907-632-1625 Work #: _____

Email Address: leonrgalbraith@gmail.com

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

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

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

PARKS ART RECREATION & CULTURE ADVISORY COMMISSION
3RD THURSDAY OF THE MONTH AT 5:30 PM
NO MEETINGS IN JANUARY, JULY & DECEMBER

PORT & HARBOR ADVISORY COMMISSION
4th WEDNESDAY OF THE MONTH
OCT-APRIL AT 5:00 PM
MAY - SEPT AT 6:00 PM

ECONOMIC DEVELOPMENT ADVISORY COMMISSION
2ND TUESDAY OF THE MONTH AT 6:00 PM

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

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

OTHER - PLEASE INDICATE

I have been a resident of the city for _____ years. I have been a resident of the area for 2 years.

I am presently employed at Kinney Engineering, LLC

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

I am a professional engineer and life long alaskan who loves to recreate with my three children

on the local trails, beaches, parks, etc... My wife is a member of the Ptarmigan Arts Cooperative

and sells her handmade jewelry there.

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

I was a member of my local road maintenance board in Anchorage for 8 years which required

a lot of coordination and presentations to the community council and others.

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

I really love Homer and appreciate the opportunities here for raising a family in a diverse

environment. I would like to give back to my community with my engineering/recreation experience.

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

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

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

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

Yes

No

What is your primary use? Commercial

Recreational

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

My family and I regularly use the parks, trails, and my wife is an artist here. We have also traveled

the world extensively in our younger days to almost every continent and I have an appreciation

for diverse cultures and experiences. I think Homer can be a welcoming place to all these things!

When you have completed the application please review and return to the City Clerk's Office. You may also email this to clerk@cityofhomer-ak.gov or fax 27 07-235-3143. Thank you for applying!



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 20-136

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

DATE: SEPTEMBER 14, 2020

SUBJECT: RENEWAL STANDARD MARIJUANA CULTIVATION FACILITY LICENSE FOR ALASKA LOVEN IT, LLC

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

Type: Standard Marijuana Cultivation Facility
Lic #: 12833
DBA Name: Alaska Loven It
Service Location: 2908 Kachemak Drive, Homer, Alaska
Licensee: Alaska Loven It, LLC
Designated Licensee: Janiese Stevens
Mailing Address: P.O. Box 8593 Kodiak, AK 99615

RECOMMENDATION: Voice non objection and approval for the renewal of standard marijuana cultivation license.

Fiscal Note: Revenues.



September 2, 2020

City of Homer

Attn: Melissa Jacobsen, City Clerk

VIA Email: clerk@cityofhomer-ak.gov

CC: jblankenship@kpb.us

micheleturner@kpb.us

tshassetz@kpb.us

sness@kpb.us

MJenkins@kpb.us

License Number:	12833
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Alaska Loven It, LLC
Doing Business As:	ALASKA LOVEN IT, LLC
Physical Address:	2908 Kachemak Drive Homer, AK 99603
Designated Licensee:	Janiese Stevens
Phone Number:	907-486-1792
Email Address:	jstevens@ak.net

License Renewal Application

Endorsement Renewal Application

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

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

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

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

license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Klinkhart". The signature is stylized and cursive.

Glen Klinkhart, Interim Director

Department of Commerce, Community, and Economic
Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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

[Download / Corporations / Entity Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Alaska Loven It, LLC

Entity Type: Limited Liability Company

Entity #: 10056827

Status: Good Standing

AK Formed Date: 4/20/2017

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: PO BOX 8593, KODIAK, AK 99615

Entity Physical Address: 326 NEVA WAY, KODIAK, AK 99615

Registered Agent

Agent Name: Janiese Stevens

Registered Mailing Address: PO BOX 8593, KODIAK, AK 99615

Registered Physical Address: 326 NEVA WAY, KODIAK, AK 99615

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Dan Coglianese	Member	50.00
	Janiese Stevens	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
4/20/2017	Creation Filing	Click to View	Click to View
7/31/2017	Initial Report	Click to View	
3/20/2018	Agent Change	Click to View	
4/04/2018	Entity Address Change	Click to View	
12/18/2018	Biennial Report	Click to View	

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

Certificate of Organization

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

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

Alaska Loven It, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective April 20, 2017.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick
Commissioner



THE STATE

of **ALASKA**

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

FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-4/20/2017 5:48:45 PM

1 - Entity Name

Legal Name: Alaska Loven It, LLC

2 - Purpose

Cultivation

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Dan Coglianese

Mailing Address: PO Box 1571, Homer, AK 99603

Physical Address: 2908 Kachemak Drive, Homer, AK 99603

5 - Entity Addresses

Mailing Address: PO Box 1571, Homer, AK 99603

Physical Address: 2908 Kachemak Drive, Homer, AK 99603

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Dan Coglianese			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Dan Coglianese



THE STATE
of **ALASKA**

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

AK Entity #: 10056827
Date Filed: 07/31/2017
State of Alaska, DCCED

FOR DIVISION USE ONLY

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Limited Liability Company
Initial Biennial Report

Entity Name: Alaska Loven It, LLC
Entity Number: 10056827
Home Country: UNITED STATES

Home State/Province: ALASKA

Registered Agent
Name: Dan Coglianese
Physical Address: 2908 KACHEMAK DRIVE,
HOMER, AK 99603
Mailing Address: PO BOX 1571, HOMER, AK 99603

Entity Physical Address: 2908 KACHEMAK DRIVE, HOMER, AK 99603

Entity Mailing Address: PO BOX 1571, HOMER, AK 99603

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

Name	Address	% Owned	Titles
Janiese Stevens	PO Box 8593, Kodiak, AK 99615	50	Member
Dan Coglianese	PO Box 1571, Homer, AK 99603	50	Member

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Lynda Gilliland

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

ALASKA LOVEN IT, LLC

PO BOX 1571 HOMER AK 99603

owned by

ALASKA LOVEN IT, LLC

is licensed by the department to conduct business for the period

April 20, 2017 through December 31, 2017
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Chris Hladick

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
ALASKA LOVEN IT, LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “**Agreement**”) is made and entered into effective as of April 20, 2017, by and among the Persons whose signatures appear on the signature page hereof.

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Agreement shall have the meanings (unless otherwise expressly provided herein) as set forth in *Exhibit A*.

ARTICLE 2

FORMATION OF COMPANY

2.1. **Formation.** The Company was formed on April 20, 2017 when the Articles of Organization were executed and filed with the office of the Department of Commerce, Community, and Economic Development of the State of Alaska in accordance with and pursuant to the Act.

2.2. **Name.** The name of the Company is “**Alaska Loven It, LLC**”.

2.3. **Principal Place of Business.** The principal place of business of the Company shall be at:

Mailing Address: PO Box 8593, Kodiak, AK 99615
Physical Address: 326 Neva Way, Kodiak, AK 99615.

The Company may locate its places of business at any other place or places as the Members may from time to time deem advisable.

2.4. **Registered Office and Registered Agent.** The Company’s initial registered agent and the address of its initial registered office in the State of Alaska are as follows:

Name	Address
Janiese Stevens	<u>Mailing Address:</u> PO Box 8593, Kodiak, AK 99615
	<u>Physical Address:</u> 326 Neva Way, Kodiak, AK 99615

The registered office and registered agent may be changed by the Members from time to time by filing an amendment to the Articles of Organization.

2.5. **Term.** The term of the Company shall be perpetual, until the Company is dissolved in accordance with either ARTICLE 13 or the Act.

ARTICLE 3

BUSINESS OF COMPANY

3.1. **Business.** The business of the Company shall be:

3.1.1. Growing and selling marijuana and activities related thereto pursuant to a State of Alaska License (the “License”);

3.1.2. To carry on any lawful business or activity approved by a Majority Interest which may be conducted by a limited liability company organized under the Act; and

3.1.3. To exercise all other powers necessary to or reasonably connected with the Company’s business which may be legally exercised by limited liability companies under the Act.

ARTICLE 4

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are set forth on attached *Exhibit B*, as amended or restated from time to time.

ARTICLE 5

MEMBERS’ RIGHTS AND DUTIES

5.1. **Management.** Subject to ARTICLE 3 and Section 6.3 and except as otherwise expressly provided in this Agreement, the business and affairs of the Company shall be managed by the Members. Except as otherwise expressly provided in this Agreement, the Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company’s business. Without limiting the generality of the foregoing, the Members shall have power and authority, on behalf of the Company (the “**Included Powers**”):

5.1.1. To acquire property from any Person as the Members may determine, and the fact that a Member is an Affiliate of such Person shall not prohibit the Members from dealing with that Person;

5.1.2. To borrow money from financial institutions, the Members, or Affiliates of the Members on such terms as the Members deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

5.1.3. To purchase liability and other insurance to protect the Company’s property and business;

5.1.4. Except as provided herein, to acquire, improve, manage, charter, operate, sell, transfer, exchange, encumber, pledge or dispose of any real or personal property of the Company;

5.1.5. To invest Company funds temporarily in time deposits, short-term governmental obligations, commercial paper or other short-term investments;

5.1.6. To execute instruments and documents, including without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company’s property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary to the business of the Company;

5.1.7. To employ accountants, legal counsel, managing agents and/or other professionals to perform services for the Company and to compensate them from Company funds;

5.1.8. To enter into any and all other agreements with any other Person for any purpose, in such form as the Members may approve;

5.1.9. From time to time open bank accounts in the name of the Company, and the Members shall be the sole signatory thereon, unless the Members determine otherwise; and

5.1.10. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement no employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

5.2. **Reimbursement.** The Members shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred by the Members in connection with the Company's business, including without limitation expenses incurred in the organization of the Company and the placement of the Membership Interests.

5.3. **Limitation on Liability; Indemnification.** Neither the Members nor any Affiliate of the Members shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any act or omission by any such Person performed in good faith pursuant to the authority granted to such Person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such Person to be within the scope of the authority granted to such Person and in the best interest of the Company; provided that such act or omission did not constitute fraud, misconduct, bad faith or gross negligence. The Company shall indemnify and hold harmless the Members, and each director, officer, partner, employee or agent thereof, against any liability, loss, damage, cost or expense incurred by them on behalf of the Company or in furtherance of the Company's interests without relieving any such Person of liability for fraud, misconduct, bad faith or negligence. No Member shall have any personal liability with respect to the satisfaction of any required indemnification of the above-mentioned Persons.

Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a Person claiming indemnification under this Section for legal expenses and other costs incurred as a result of a legal action brought against such Person only if (i) the legal action relates to the performance of duties or services by the Person on behalf of the Company, (ii) the legal action is initiated by a party other than a Member, and (iii) such Person undertakes to repay the advanced funds to the Company if it is determined that such Person is not entitled to indemnification pursuant to the terms of this Agreement.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF UNIT HOLDERS

6.1. **Limitation of Liability.** Each Unit Holder's liability shall be limited as set forth in this Agreement and the Act.

6.2. **Liability for Company Obligations.** Unit Holders shall not be personally liable for any debts, obligations or liabilities of the Company beyond their respective initial Capital Contributions

and any obligation of the Unit Holders under Section 8.2 to make additional Capital Contributions, except as otherwise provided by law.

6.3. Member's Approval Required:

6.3.1. **Approval of Sale of All Assets.** The Company shall not sell, exchange, or otherwise dispose of all, or substantially all, of its assets except in the ordinary course of business without the affirmative vote of the holders of a Majority Interest.

6.3.2. **Termination of Activities.** The Company shall not terminate its activities without the affirmative vote of the holders of a Majority Interest.

6.3.3. **Change of Purpose.** The Company shall not change its purpose without the affirmative vote of the holders of a Majority Interest.

6.4. Inspection of Records.

6.4.1. **Inspection of Required Records.** Upon fourteen days written demand made in a record received by the Company, each Member shall have the right to inspect and copy, at such Member's expense during ordinary business hours, the records required to be maintained by the Company pursuant to Section 11.5. The Company may redact any records to protect information specified in Section 6.4.2 unless the Member meets the requirements of Section 6.4.2.

6.4.2. **Inspection of Additional Records.** During ordinary business hours and at a reasonable location specified by the Company, a Member may inspect and copy the following records of the Company if the Member seeks the records for a purpose reasonably related to the Member's interest in the Company; the Member makes a written demand in a record received by the Company, describing with reasonable particularity the records sought and the purpose for seeking the records; and the records sought are directly connected to the Member's purpose:

6.4.2.1. A current and a past list, setting forth the full name and last known mailing address of each member and manager, if any;

6.4.2.2. Excerpts from any meeting of the managers or members, and records of limited liability company action approved by the members or manager without a meeting; and

6.4.2.3. Accounting records of the limited liability company.

6.4.3. **Response to Request for Additional Records.** Within fourteen days after receiving a demand pursuant to Section 6.4.2, the Company will in writing inform the Member that made the demand: what records the Company will provide in response to the demand; when and where the Company will provide the records; and if the Company declines to provide any demanded records, the Company's reasons for declining.

6.4.4. **Rights of Disassociated Unit Holders.** A person dissociated as a Member may inspect and copy the records set forth in Section 11.5 during ordinary business hours in the limited liability company's principal office if the records pertain to the period during which the person was a Member; the person seeks the records in good faith; and the person meets the requirements of Section 6.4.2. Company must respond to a demand made pursuant to this Section in the same manner as provided in Section 6.4.3.

6.4.5. **Confidentiality Agreement.** The Company may require any Member who requests to review the type of records set forth in Section 6.4.2 to sign a confidentiality agreement prior to viewing those records.

6.4.6. **Restrictions on Access Reasonable.** The Members acknowledge and agree that the provisions of this section do not unreasonably restrict a Member's access to the records of the Company. The Company may impose reasonable restrictions on the use of records and information obtained under Section 6.4.

6.5. **No Priority on Return of Capital.** Except as expressly provided in ARTICLE 9, no Unit Holder shall have priority over any other Unit Holder, either as to the return of Capital Contributions or as to Net Profits, Net Losses, or Distributions; provided, that this Section 6.5 shall not apply to loans made by a Member to the Company.

6.6. **Withdrawal of Unit Holder.** Except as expressly permitted in this Agreement, no Unit Holder shall voluntarily resign or otherwise withdraw as a Unit Holder. Except as otherwise expressly provided herein or approved by a Majority Interest held by Remaining Members, a resigning or withdrawing Member shall become an Economic Interest Owner. The remedy for breach of this Section 6.6 shall be monetary damages (and not specific performance), which may be offset against Distributions to which such Person would otherwise be entitled.

ARTICLE 7

MEETINGS OF MEMBERS

7.1. **Annual Meeting.** Annual meetings are not required, but are strongly recommended. The annual meeting of the Members may be held in the month of November, or at such other time as shall be determined by the Members.

7.2. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, may be called by the Members holding at least ten percent of the Membership Units. The purpose of a Special Meeting shall be stated in the Notice.

7.3. **Place of Meetings.** The Members may designate any place, either within or outside the State of Alaska, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting is called, the place of meeting shall be the principal place of business of the Company specified in ARTICLE 2.

7.4. **Notice of Meeting.** Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered to each Member entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Members calling the meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States Mail, addressed to the Member, with postage thereon prepaid.

7.5. **Record Date.** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Distribution, the date on which notice of the meeting is mailed or the date on which the resolution declaring such Distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6. **Quorum.** A Majority Interest represented in person or by proxy shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a Majority Interest may adjourn the meeting from time to time for a period not to exceed sixty days without further

notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Membership Units whose absence would cause less than a quorum.

7.7. **Manner of Acting.** If a quorum is present, the affirmative vote of a Majority Interest shall constitute an act of the Members, unless the vote of a greater or lesser percentage is required by this Agreement.

7.8. **Proxies.** At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member. Such proxy shall be filed with the Members before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

7.9. **Action by Members Without a Meeting.** Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, executed by Members entitled to vote thereon and delivered to the Members for inclusion in the Company's minutes. Action taken without a meeting is effective when all Members entitled to vote thereon have signed such consents, unless such consents specify a different effective date.

7.10. **Waiver of Notice.** When any notice is required to be given to a Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

7.11. **Telephone Meetings.** Members may participate in a meeting of the Members by means of a conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

ARTICLE 8

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1. **Members' Initial Capital Contributions.** Each Member shall contribute such amount as is set forth in attached *Exhibit B* as such Member's share of the Members' initial Capital Contribution.

8.2. **Additional Contributions.** Each Unit Holder shall be required to make such additional Capital Contributions as shall be determined by the Members from time to time. Written notice consistent with this Agreement shall be given to all Unit Holders. Nothing contained in this Section 8.2 is or shall be deemed to be for the benefit of any Person other than the Unit Holders and the Company, and no such Person shall under any circumstances have any right to compel any actions or payments by the Unit Holders.

8.2.1. **Failure to Make a Capital Contribution.** If a Unit Holder (the "Non-Contributing Unit Holder") fails to make a Capital Contribution required pursuant to Section 8.2 on or before thirty days following the receipt of a notice of required contribution given by the Members and such Capital Contribution is made on the Non-Contributing Unit Holder's behalf by

the Contributing Unit Holders, the contributing Members by Majority Interest may at their option exercise any of the remedies set forth in Section 8.2.1.1 below.

8.2.1.1. **Remedies.** The following remedies are available for exercise by the Contributing Members:

8.2.1.1.1. **Treat Contribution as a Loan.** Each of the Contributing Members may elect to treat the Unit Holders' share of the Non-Contributing Unit Holder's contribution made pursuant to Section 8.2.1 as a loan to the Non-contributing Unit Holder, which loan shall bear interest at a per annum rate equal to the lesser of (i) the US Prime Rate as announced by the Borrowing Benchmarks Section of the Wall Street Journal, which rate is the base rate on corporate loans posted by at least 70% of the 10 largest US Banks, or successor publication, plus Two Percent, or (ii) the maximum rate allowed by applicable law. The principal amount of such loan plus accrued interest shall be due on demand and shall be paid out of the next Distribution that would have otherwise been made to the Non-Contributing Unit Holder.

8.2.1.1.2. **Reduction of Non-Contributing Unit Holder's Units.** Each of the Contributing Members may elect to reduce the Units of the Non-Contributing Unit Holder and increase the Contributing Unit Holders' Units. The amount of the adjustment shall be calculated in proportion to the change in the Unit Holders' balances in their respective Capital Accounts.

8.2.1.1.3. **Lawsuit.** The Contributing Members may choose to commence a lawsuit in a court of competent jurisdiction to enforce the contribution.

8.2.1.2. **Election of Remedies.** To the extent that the remedies are not cumulative or do not result in unjust enrichment, the Contributing Members may elect more than one of the above-named remedies.

8.3. **Capital Accounts.**

8.3.1. **Establishment and Maintenance.** A separate Capital Account will be maintained for each Unit Holder throughout the term of the Company in accordance with the rules of Regulation Section 1.704-1(b)(2)(iv).

8.3.2. **Compliance with Regulations.** The manner in which Capital Accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Code Section 704(b) and the Regulations promulgated thereunder. If in the opinion of the Company's tax professionals the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Code Section 704(b) and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Unit Holders.

8.3.3. **Withdrawal or Reduction of Unit Holders' Contributions to Capital.** A Unit Holder shall not receive out of the Company's property any part of the Unit Holder's Capital Contribution until all liabilities of the Company, except liabilities to Unit Holders on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to

pay them. A Unit Holder, irrespective of the nature of the Unit Holder's Capital Contribution, has only the right to demand and receive cash in return for the Unit Holder's Capital Contribution.

ARTICLE 9

ALLOCATIONS OF NET PROFITS AND LOSSES

9.1. Allocation of Net Profit and Loss - In General.

9.1.1. Allocation of Net Profit and Loss -- In General. After giving effect to the special allocations set forth in Section 9.1.2, Net Profit or Net Loss for any fiscal year of the LLC shall be allocated among the Unit Holders in accordance with their respective Units.

9.1.2. Special Allocations. The following special allocations shall be made for any fiscal year of the LLC in the following order:

9.1.2.1. Minimum Gain Chargeback. If there is a net decrease in LLC Minimum Gain (as defined in Regulation Sections 1.704-2(b) and 1.704(d)) during any LLC fiscal year, each Unit Holder shall be specifically allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Unit Holder's share of the net decrease in LLC Minimum Gain, determined in accordance with Regulation Sections 1.704-2(f) and 1.704-2(g) (2). The items to be so allocated, and the manner in which those items are to be allocated among the Unit Holder's, shall be determined in accordance with Regulation Sections 1.704-2(f) (6) and 1.704-2(j) (2). This Section 9.1.1 is intended to satisfy the Minimum Gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted and applied accordingly.

9.1.2.2. Unit Holder Minimum Gain Chargeback. If there is a net decrease in Unit Holder Minimum Gain during any LLC fiscal year, each partner who has a share of that Unit Holder Minimum Gain, determined in accordance with Regulation Section 1.704-2(i) (5), shall be specifically allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Unit Holder's share of the net decrease in Unit Holder Minimum Gain, determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(i)(5). The items to be so allocated, and the manner in which those items are to be allocated among the Unit Holders, shall be determined in accordance with Regulation Sections 1.704-2(i) (4) and 1.704-2(j) (2). This Section 9.1.2.2 is intended to satisfy the Minimum Gain chargeback required in Regulation Section 1.704-2(i)(4) and shall be interpreted and applied accordingly.

9.1.2.3. Qualified Income Offset. If any Unit Holder unexpectedly receives any adjustments, allocations, or Distributions described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), that reduces such Unit Holder's Capital Account balance below zero, items of LLC income and gain shall be specifically allocated to such Unit Holder in an amount and in a manner sufficient to eliminate as quickly as possible, to the extent required by Regulation Section 1.704-1(2)(ii)(d), the such deficit Capital Account of the Unit Holder (which deficit Capital Account shall be determined as if all other allocations provided for in this Section 9.1.2.3 have been tentatively made as if this Section 9.1.2.3 were not in this Agreement). This Section 9.1.2.3 is intended to satisfy the qualified income offset required in Regulation Section 1.704-1(b)(2)(ii) and shall be interpreted and applied accordingly.

9.1.2.4. Nonrecourse Deductions. The amount of nonrecourse Deductions (as defined in Regulation Section 1.704-2(b)(1)) shall for the LLC be determined pursuant to Regulation

Section 1.704-2(c). Nonrecourse Deductions shall be allocated among the Unit Holders in accordance with their respective Units.

9.1.2.5. **Unit Holder Nonrecourse Deductions.** Any Unit Holder Nonrecourse Deductions (as defined in Regulation Section 1.704-2(b)(1) and (2) shall be specially allocated among the Unit Holders in accordance with Regulation Section 1.704-2(i).

9.1.3. **Other Allocation Rules.**

9.1.3.1. **General.** Except as otherwise provided in this Agreement, all items of LLC income, gain, loss, deduction, and any other allocations not otherwise provided for shall be allocated among the Unit Holders in the same proportions as they share Net Profits or Net Losses, as the case may be, for the year.

9.1.3.2. **Allocation of Recapture Items.** In making any allocation among the Unit Holders of income or gain from the sale or other disposition of a LLC asset, the ordinary income portion, if any, of such income and gain resulting from the recapture of cost recovery or other deductions shall be allocated among those Unit Holders who were previously allocated the cost recovery deductions or other deductions resulting in the recapture items, in proportion to the amount of such cost recovery deductions or other deductions previously allocated to them.

9.1.3.3. **Allocations in Connection with Varying Interest.** If, during a LLC fiscal year, there is (i) a permitted transfer of a LLC Interest under this Agreement during a LLC fiscal year or (ii) the admission of a Member or additional Members, Net Profit, Net Loss, each item thereof, and all other Tax Items of the LLC for such period shall be allocated among the Unit Holders by taking into account their varying interests during such fiscal year in accordance with Code Section 706(d) and using any conventions permitted by Law and selected by the Members.

9.1.3.4. **Items Specially Allocated.** Notwithstanding any other provision of this ARTICLE 9, any items that are specially allocated pursuant to Section 9.1 shall not be taken into account in computing Net Profit or Net Loss.

9.2. **Computation of Net Profit or Loss.** The Net Profit or Net Loss of the Company, for each fiscal year or other period, shall be an amount equal to the Company's taxable income or loss for such period, determined in accordance with Code Section 703(a) (and, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1), including income and gain exempt from federal income tax, shall be included in taxable income or loss).

ARTICLE 10
DISTRIBUTIONS

10.1. Cash Distributions.

10.1.1. **Nonliquidating Distributions.** Distributions of Distributable Cash, other than Distributions in liquidation shall be made to the Unit Holders upon a vote of a Majority Interest. The Members shall in any case endeavor to distribute at least enough Distributable Cash to allow each of the Unit Holders to make their required tax contributions from the Distributions (the “Tax Distributions”). Provided however, except for any Tax Distributions, any Unit Holder loans to the Company, including additional capital contributions pursuant Section 8.2, will be repaid in full prior to any Distributions to the Unit Holders.

10.1.2. **Distributions in Liquidation.** Notwithstanding Section 10.1.1, Distributions in liquidation of the Company shall be made to each Unit Holder in the manner set forth in 13.4.

10.2. **Distributions in Kind.** Non-cash assets, if any, shall be distributed in a manner that reflects how cash proceeds from the sale of such assets for fair market value would have been distributed (after any unrealized gain or loss attributable to such non-cash assets has been allocated among the Unit Holders in accordance with ARTICLE 9).

10.3. **Withholding; Amounts Withheld Treated as Distributions.** The Members are authorized to withhold from Distributions, or with respect to allocations or payments, to Unit Holders and to pay over to the appropriate federal, state, or local governmental authority any amounts required to be withheld pursuant to the Code or provisions of applicable state or local law. All amounts withheld pursuant to the preceding sentence in connection with any payment, Distribution, or allocation to any Unit Holder shall be treated as amounts distributed to such Unit Holder for all purposes of this Agreement.

10.4. **Limitation Upon Distributions.** No Distribution shall be declared and paid unless, after the Distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Unit Holders on account of their contributions.

ARTICLE 11

ACCOUNTING, BOOKS, AND RECORDS

11.1. **Accounting Principles.** The Company’s books and records shall be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Members determine is in the best interest of the Company and its Unit Holders.

11.2. **Interest on and Return of Capital Contributions.** No Unit Holder shall be entitled to interest on the Unit Holder’s Capital Contribution or to return of the Unit Holder’s Capital Contribution, except as otherwise specifically provided for herein.

11.3. **Loans to Company.** Nothing in this Agreement shall prevent any Unit Holder from making secured or unsecured loans to the Company.

11.4. **Accounting Period.** The Company’s accounting period shall be the calendar year.

11.5. **Records, Audits and Reports.** At the expense of the Company, the Members shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

11.5.1. A copy of its Articles of Organization and all amendments thereto;

11.5.2. A copy of any limited liability company agreement made in a record and any amendments made in a record to a limited liability company agreement;

11.5.3. Unless contained in its Articles of Organization, a statement in a record of:

11.5.3.1. The amount of cash and a description and statement of the agreed value of the other benefits contributed and agreed to be contributed by each member;

11.5.3.2. The times at which or events on the happening of which any additional contributions agreed to be made by each member are to be made;

11.5.3.3. Any right of any member to receive distributions which include a return of all or any part of the member's contribution; and

11.5.3.4. Any events upon the happening of which the limited liability company is to be dissolved and its activities wound up;

11.5.4. A copy of the limited liability company's federal, state, and local tax returns and reports, if any, for the three most recent years;

11.5.5. A copy of any financial statements of the limited liability company for the three most recent years;

11.5.6. A copy of any record made by the limited liability company during the past three years of any consent given by or vote taken of any member pursuant to this chapter or the limited liability company agreement;

11.5.7. A copy of the three most recent Biennial Reports delivered by the limited liability company to the Department of Commerce, Community, and Economic Development of the State of Alaska. ;

11.5.8. A copy of any filed articles of conversion or merger; and

11.5.9. A copy of any certificate of dissolution or certificate of revocation of dissolution.

11.5.10. A copy of the License.

11.6. **Tax Matters Member.**

11.6.1. **Designation.** Janiese Stevens shall be the “**Tax Matters Partner**” of the Company for purposes of Code Section 6221 *et seq.* and corresponding provisions of any state or local tax law.

11.6.2. **Expenses of Tax Matters Partner; Indemnification.** The Company shall indemnify and reimburse the Tax Matters Partner for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses, and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Unit Holders attributable to the Company. The payment of all such expenses shall be made before any Distributions are made to Unit Holders (and such expenses shall be taken into consideration for purposes of determining Distributable Cash) or any discretionary Reserves are set aside by any Members. Neither the Tax Matters Partner nor any Unit Holder shall have any obligation to provide funds for such purpose.

11.6.3. **Limitation on Liability; Indemnification.** Neither the Tax Matters Partner nor any Affiliate of the Tax Matters Partner shall be liable, responsible or accountable in damages or otherwise to the Company or the Unit Holders for any act or omission by any such Person performed in good faith pursuant to the authority granted to such Person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such Person to be within the scope of the authority granted to such Person and in the best interest of the Company; provided that such act or omission did not constitute fraud, misconduct, bad faith or gross negligence. The Company shall indemnify and hold harmless the Tax Matters Partner, and each director, officer, partner, employee or agent thereof, against any liability, loss, damage, cost or expense incurred by them on behalf of the Company or in furtherance of the Company's interests without relieving any such Person of liability for fraud, misconduct, bad faith or gross negligence. No Unit Holder shall have any personal liability with respect to the satisfaction of any required indemnification of the above mentioned Persons.

Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a Person claiming indemnification under this Section for legal expenses and other costs incurred as a result of a legal action brought against such Person only if (i) the legal action relates to the performance of duties or services by the Person on behalf of the Company, (ii) the legal action is initiated by a party other than a Unit Holder, and (iii) such Person undertakes to repay the advanced funds to the Company if it is determined that such Person is not entitled to indemnification pursuant to the terms of this Agreement.

11.7. **Returns and Other Elections.** The Members shall cause the preparation and timely filing of all tax and information returns required to be filed by the Company pursuant to the Code and all other tax and information returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Unit Holders within a reasonable time after the end of the Company's fiscal year. Except as otherwise expressly provided to the contrary in this Agreement and except as determined by a vote of a Majority Interest, all elections permitted to be made by the Company under federal or state laws shall be made by the Tax Matters Partner.

ARTICLE 12

TRANSFERABILITY, BEQUEATHS, AND GIFTS

12.1. **Transfers In General.** Except as otherwise expressly provided in this Agreement, a Unit Holder shall not have the right to Transfer all or any part of his or her Units. Each Unit Holder hereby acknowledges the reasonableness of the restrictions on Transfer of Units imposed by this Agreement in view of the Company's purposes and the relationship of the Unit Holders. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable.

12.2. **Transfers to Immediate Family of Unit Holders.** Unit Holders may freely transfer their Units including full voting rights, if any, to their lineal descendants, or trust or other entity established for the sole benefit of Unit Holder, spouse, or lineal descendants. Unit Holders who are trusts may freely transfer their Units, including full voting rights, if any, to their beneficiaries.

12.3. **Transfers to Other Unit Holders.** Unit Holders may freely transfer their Units including full voting rights, if any, to any other Unit Holder.

12.4. **Transfer to Janiese's Relation.** Unit Holder, Janiese Stevens may Transfer Units to her cousin's wife, Sinia Maile.

12.5. **Transfer to Entity.** A Unit Holder may Transfer his or her Units to a wholly-owned entity.

12.6. **Compliance with License.** All Transfers, including any Transfer that is permitted pursuant to this Agreement, that would invalidate or impair the License or its use is null and void. Prior to any Transfer, the LLC must receive confirmation from either the State authority or agency administering the License or the attorney for the Company, that a purported Transfer will not invalidate or impair the License or its use. The parties to a Transfer permitted pursuant to this Agreement will timely and in good faith take such actions and execute and deliver such documents to maintain the License in full force and effect.

12.7. **Transfer Not in Compliance.** Transfer of any Units in violation of this Agreement shall be void. The Units, which are the subject matter of such void Transfer shall, immediately upon discovery of the Transfer by the Members, become subject to purchase by the Remaining Members on the terms and conditions set forth in this Agreement. In such event, the period set out below within which the Remaining Members would have the right to acquire the Transferred Units shall measure from the date upon which the Members discover the Transfer.

12.8. **Termination of a Unit Holder.**

12.8.1. **Termination.** A Unit Holder shall be a "**Terminated Unit Holder**" in the event of any of the following:

12.8.1.1. **Entity Dissolution.** If the Unit Holder is an entity, involuntary dissolution, under the laws governing said entity unless cured within thirty days of receipt of notice from the Remaining Members or voluntary dissolution of the entity. A trust shall not constitute an entity for purposes of this Section 12.8.1.1; or

12.8.1.2. **Trust.** If a Unit Holder is a trust, termination of the trust and/or any distribution of the Units owned by the trust to a beneficiary other than the trustor, the surviving spouse of the trustor, or a lineal descendant of the trustor.

12.8.1.3. **Bankruptcy of a Unit Holder.** The filing of a voluntary or involuntary petition with respect to a Unit Holder under the Federal Bankruptcy Code or comparable state law (if such proceeding is not terminated within thirty days of filing), or the making of an assignment for the benefit of a Unit Holder's creditors, or the insolvency of a Unit Holder; or

12.8.1.4. **Involuntary Transfer.** Any Transfer or encumbrance of any Units owned by a Unit Holder other than as permitted by this Agreement as a result of insolvency of the Unit Holder or otherwise.

12.8.2. **Notice.** The Terminated Unit Holder shall immediately upon the occurrence of any event enumerated in Section 12.8.1 provide notice to the Remaining Members of the occurrence of such event.

12.8.3. **Management Authority.** The existence of a Terminated Unit Holder shall not dissolve or terminate the LLC. Its business shall continue without interruption. The Terminated Unit Holder who was a Member shall be deemed to have delegated to the Remaining Members, the Terminated Unit Holder's entire right and interest to participate in the management of the

LLC, and thenceforth all decisions and actions concerning the LLC shall be made and taken by the Remaining Members alone on behalf of the LLC.

12.8.4. **Remaining Members' Options.** The Remaining Members shall have the option to purchase, all, but not less than all, of the Units of the Terminated Unit Holder. The Purchase Price for the Units purchased pursuant to this Section 12.8.4 shall be established in accordance with Section 12.12.5 below.

12.8.5. **Exercise of Option.** The Remaining Members may exercise the option to purchase the Units of the Terminated Unit Holder by delivering written notice thereof (the "**Exercise Notice**") to the Terminated Unit Holder within sixty days after receipt of notice required by Section 12.8.2 from the Terminated Unit Holder. If the Terminated Unit Holder fails to provide the notice required by Section 12.8.2, the Remaining Members shall provide the Exercise Notice within sixty days after the Remaining Members receive actual knowledge of the occurrence of an event enumerated in Section 12.8.1. Failure to give the Exercise Notice within the required period shall be deemed to be a decision not to exercise the option, and shall terminate the Remaining Members' option rights.

12.9. **Mandatory Buy/Sell.**

12.9.1. **Offer to Sell.** At any time, for any reason a Unit Holder (the "**Offering Unit Holder**") may offer to sell all of the Offering Unit Holder's Units to the other Members for a specified price per Unit payable on terms specified in the offer ("**Offer to Sell**"). The Offer to Sell shall be made by delivering notice thereof to all Members and depositing ten percent of the requested Purchase Price with a licensed escrow company as a security deposit. The Offer to Sell must allow at least sixty days, but not more than ninety days, to respond.

12.9.2. **Extent of Purchasers' Rights.** Each Member shall have the right to purchase that Member's pro rata share, of all, but not less than all, of the Offering Unit Holder's Units at the price per Unit and on the terms as specified in the Offer to Sell. Provided, however, if any Member does not purchase that Member's pro rata share, the other Members shall have the opportunity to purchase the remaining Units pursuant to the general terms set forth in Section 12.12 below.

12.9.3. **Acceptance of Offer.** The Purchasing Members shall exercise the right by giving written notice to the Offering Unit Holder and the other Members, within the time period stated in the Offer to Sell. Failure of any Member to give notice in said manner within the required time period shall be deemed to be a decision not to exercise the offer. If no Members either singly or collectively accept the Offer to Sell, the Members shall be deemed to have made a binding irrevocable offer to sell all of the Members' Units to the Offering Unit Holder for a price equal to the per Unit price in the Offer to Sell multiplied by the number of Units being offered, and upon the same terms and conditions. The Offering Unit Holder shall accept the second offer and the closing of the transaction shall be concluded within thirty days after the expiration of the initial offer period.

12.9.4. **Payment of Purchase Price.** The Purchase Price shall be payable in accordance with the specific terms and conditions of the Offer to Sell. At the time of such payment, the Purchasing Members and Offering Unit Holder shall execute and deliver all documents necessary to evidence the Transfer of the Units as the other party(ies) may reasonably request.

12.10. **Death of Member – Sale by Heirs.**

12.10.1. **Procedure.** In the event of the death of a Unit Holder, it is understood that the Remaining Members shall be free to carry on the business of this LLC, subject to the following conditions.

12.10.2. **Heirs to Inherit.** The deceased Unit Holder's heirs may inherit all Units owned by the deceased Unit Holder and all rights accompanying those Units. As used herein, the term "heirs" is limited to the persons set forth in Sections 12.2 and 12.4.

12.11. **Purchase Option in the Event of Purported Spousal Transfer.** In the event of a purported Spousal Transfer to a Unit Holder's Spouse (but excluding the transfer of said Spouse's community property interest in said Units to a Spouse), the Unit Holder shall give to the LLC and the Remaining Members, within the thirty days after the purported Spousal Transfer a notice of Transfer of Units. The Remaining Members may together or separately purchase in proportion to their Membership Interests the Units subject to this paragraph. Upon the exercise of the Remaining Members option to purchase, the Spouse shall sell the Units covered by this paragraph to the Remaining Members, on the terms and conditions stated in this Agreement.

12.12. **General Terms.** Any purchase and sale required by this Agreement may, at the option of the parties to the purchase and sale, be made upon such terms and at such rate of interest as may be agreed between the parties. In the absence of a mutual agreement, the purchase and sale shall be on the following terms and conditions:

12.12.1. **Members Rights to Participate.** In any situation under this Agreement in which there is more than one Remaining Member and the Remaining Members are provided an offer to purchase or sell an interest pursuant to this Agreement, all of the Remaining Members may purchase or sell (as the case may be) the offered Units in proportion to their Membership Interests, calculated without regard to the Transferring Unit Holder's Units. If one of the Remaining Members fails to purchase (or sell) that Remaining Member's full share, the balance may be purchased (or sold) by the other Remaining Members in proportion to their Membership Interests calculated without regard to the non-purchasing Member's Membership Interests.

12.12.2. **Hold Harmless.** In all cases in which any Member or Members elect to buy the LLC interest of a Selling Unit Holder, the Purchasing Members shall make reasonable provisions to hold the Selling Unit Holder harmless from any personal guarantees and personal liabilities of the Selling Unit Holder which were incurred in connection with the LLC, in compliance with the LLC Agreement, and otherwise in compliance with law. The Selling Unit Holder may immediately upon sale terminate all personal guarantees of LLC obligations.

12.12.3. **Income Prior to Closing.** The Selling Unit Holder shall be entitled to that Unit Holder's pro rata share of income through the date of closing unless otherwise specified in the offer.

12.12.4. **Fair Market Value.** The Fair Market Value of the LLC shall be determined as follows:

12.12.4.1. **Agreed-to-Value.** For thirty days after any event, which requires the establishment of the Fair Market Value of the LLC, the Remaining Members and the Transferring Unit Holder, or the Unit Holder's agent or authorized representative, shall attempt in good faith to reach an agreement concerning the Fair Market Value.

12.12.4.2. **Board of Valuation.** If no Fair Market Value has been agreed to within the thirty day period referred to above, then the Fair Market Value shall be established by the FMV Appraiser.

12.12.5. **Purchase Price.** The Transferring Unit Holder, agent, or authorized representative, and the Purchasing Members, as a group, shall each appoint, at their own cost, a Qualified Appraiser within fifteen days. If only one Qualified Appraiser is so appointed within this 15-day period, that single appointed Qualified Appraiser shall serve as the FMV Appraiser and shall unilaterally establish the Fair Market Value by issuing an opinion in writing. In the event more than one Qualified Appraiser is appointed, the appointed Qualified Appraisers shall together appoint a third Qualified Appraiser who shall serve as the FMV Appraiser and shall establish the Fair Market Value. The appointment of a Qualified Appraiser shall be made by a written instrument delivered to the other party. The FMV Appraiser shall take into account such generally accepted factors for valuation of a limited liability company as the FMV Appraiser may deem appropriate. The cash proceeds of any life insurance policy received as the result of the death of a Unit Holder shall not be included as an LLC asset for purposes of valuating the LLC. Within sixty days of selection of the FMV Appraiser, the FMV Appraiser shall report in writing on the Fair Market Value. The date of this report shall be deemed the date of establishment of the Fair Market Value. The cost of the FMV Appraiser shall be paid by the LLC. The cost of each Qualified Appraiser who is not a FMV Appraiser shall be paid by the party who selected that Qualified Appraiser. Once the Fair Market Value of the LLC has been determined by the FMV Appraiser, the value of the Transferring Unit Holder's Units shall be determined by dividing the Fair Market Value by the number of Units outstanding to reach the "**Per Unit FMV**". The Per Unit FMV shall be then multiplied by the number of Units held by the Transferring Unit Holder to reach the "**Total Unit FMV**". The FMV Appraiser shall then determine the appropriate minority or transferability discounts (the "**Discounts**"). In the event that the FMV Appraiser lacks expertise in determining discounts, a discount appraiser shall be selected using the same methodology as the selection of the FMV Appraiser. The cost of the discount analysis shall be paid by the Company. The Discounts are then applied to the Total Unit FMV to reach the "**Purchase Price**".

12.12.6. **Terms and Note.** There will be a down payment of twenty percent of the Purchase Price paid on Closing (the "**Down Payment**"). The balance of the Purchase Price shall be evidenced by a promissory note, which shall provide that upon default of any payment of interest or principal, the full amount of the note shall become due and payable immediately, and the Transferring Unit Holder shall be entitled to costs and reasonable attorney's fees ("**Promissory Note**"). The Promissory Note shall also permit the Purchasing Members to prepay the principal in full or in part at any time. The remaining balance on the Promissory Note shall be paid in equal annual payments of principal, plus interest on the declining principal balance at an annual rate equal to the US Prime Rate as announced by the Borrowing Benchmarks Section of the Wall Street Journal, which rate is the base rate on corporate loans posted by at least 70% of the ten largest US Banks, or successor publication, plus one percent, amortized over five years, to be made commencing three hundred sixty-five days following the down payment. If any of the Purchasing Members is not an individual, the Promissory Note shall be guaranteed by the principals of that Purchasing Member. The declining balance will be secured by the Company assets.

12.12.7. **Cash Payment.** The Purchasing Members shall, in their sole and unfettered discretion, always have the option to pay the Purchase Price in cash at Closing.

12.12.8. **Closing.** Subject to the terms and conditions of this Agreement, the Transfer will be completed at a closing (the “**Closing**”). The Closing shall occur within thirty days of the date that the FMV Appraiser transmits or delivers the Purchase Price to the Transferring Unit Holder and the Purchasing Members, or in the event that this Transfer is one in which the Purchase Price is determined without the use of Section 12.12.5, once all conditions precedent have been met, any party to the Transfer may give the other party(ies) written notice of a Closing date, which is not less than sixty days and not more than ninety days thereafter. At Closing, the Selling Unit Holder or his/her/its agent shall deliver to the Purchasing Members an unconditional assignment of the Selling Unit Holder’s Units and the Purchasing Members shall deliver to the Selling Unit Holder the Down Payment and Promissory Note. Each party shall pay its own attorneys’ fees. All other transactional costs shall be equally divided by the parties.

ARTICLE 13

DISSOLUTION AND TERMINATION

13.1. **Dissolution.** The Company shall be dissolved upon the occurrence of any of the following events:

13.1.1. upon the expiration of any term specified in this Agreement or in the Articles of Organization; or

13.1.2. by the written agreement of Majority Interest.

13.2. **Effect of Bankruptcy, Death, or Incompetency of Unit Holder.** The bankruptcy, death, dissolution, liquidation, termination, or adjudication of incompetency of a Unit Holder shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian, or conservator of such Unit Holder shall have all the rights of such Unit Holder for the purpose of settling or managing the Unit Holder’s estate or property. The transfer by such trustee, receiver, executor, administrator, committee, guardian, or conservator of any Units shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated, or incompetent Unit Holder.

13.3. **Allocation of Net Profit and Loss in Liquidation.** The allocation of Net Profit, Net Loss, and other items of the Company following the date of dissolution, including but not limited to gain or loss upon the sale of all or substantially all of the Company’s assets, shall be determined in accordance with the provisions of ARTICLE 9 and shall be credited or charged to the Capital Accounts of the Unit Holders in the same manner as Net Profit, Net Loss, and other items of the Company would have been credited or charged if there were no dissolution and liquidation.

13.4. **Winding Up, Liquidation and Distribution of Assets.** Upon dissolution, the Members shall immediately proceed to wind up the affairs of the Company. The Members shall sell or otherwise liquidate all of the Company’s assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to the Unit Holders in kind) and shall apply the proceeds of such sale and the remaining Company assets in the following order of priority:

13.4.1. First, to repay all outstanding debts and liabilities of the LLC other than loans made by Unit Holders to the LLC;

13.4.2. Next, to pay the interest due on any loans made by the Unit Holders to the LLC;

13.4.3. Next, to repay the principal of such loans;

13.4.4. Next, to set up any Reserves, which the Members reasonably deem necessary for contingent, unmaturing, and unforeseen liabilities or obligations of the LLC;

13.4.5. Next, to the Unit Holders having positive Capital Account balances, to each such Unit Holder in the proportion that the Unit Holder's positive Capital Account balance bears to the positive Capital Account balances of all such Unit Holders until all such proceeds have been distributed or all Unit Holders' Capital Account balances have been reduced to zero, whichever occurs first; and

13.4.6. Finally, remaining proceeds shall be distributed among the Unit Holders, to each in proportion to the Percentage Interest.

13.5. **Reserves.** Any remaining Reserves retained under subparagraph 13.4.4 shall be distributed to the Unit Holders, at such time as the Members determine their retention is no longer necessary, in the same manner as they would have been distributed had they not been retained.

13.6. **No Obligation to Restore Negative Capital Account Balance on Liquidation.** Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), if any Unit Holder has a negative Capital Account balance (after giving effect to all Contributions, Distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Unit Holder shall have no obligation to make any Capital Contribution to the Company, and the negative balance of such Unit Holder's Capital Account shall not be considered a debt owed by such Unit Holder to the Company or to any other Person for any purpose whatsoever. (See Section 8.2.)

13.7. **Termination.** Except as provided herein, the Members shall comply with the Act or any other applicable law when winding up the affairs of the Company and making the final Distribution of its assets. Upon completion of the winding up, liquidation, and Distribution of the assets, the Company shall be deemed terminated.

13.8. **Certificate of Cancellation.** When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Unit Holders, the Members shall file a certificate of cancellation as required by the Act. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

13.9. **Return of Contribution Nonrecourse to Other Unit Holders.** Except as provided by law or as expressly provided in this Agreement, upon dissolution each Unit Holder shall look solely to the assets of the Company for the return of the Unit Holder's Capital Contribution. If the property remaining after the payment or discharge of liabilities of the Company is insufficient to return the contributions of Unit Holders, no Unit Holder shall have recourse against any other Unit Holder.

ARTICLE 14

INDEPENDENT ACTIVITIES OF MEMBERS

Any Member may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to, the ownership, financing, management, employment by, lending to or otherwise participating in businesses which are similar to the business of the Company, and neither the Company nor any of the Unit Holders shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits therefrom. Provided however, no Member shall violate the Member's implied contractual duty of good faith and fair dealing.

ARTICLE 15

SPOUSAL INTEREST

To the extent that any Units of the LLC issued to a Unit Holder represent the community property of the Unit Holder and spouse, they shall remain such community property regardless of the fact that the Units covered by this Agreement may at some time list the name of the Unit Holder only as a Unit Holder. Any Units of the LLC now held as the separate property of the Unit Holder shall remain the separate property of that Unit Holder as long as title to said Units shall remain in the name of that Unit Holder alone. Notwithstanding the foregoing, for purposes of this Agreement and voting rights, the LLC and other Unit Holders recognize only the participation of the named Unit Holder.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.1. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska, except its conflict of laws provisions.

16.2. **Amendments.** This Agreement may not be amended except by the unanimous written agreement of all of the Members. The terms and provisions of this Agreement constitute the entire agreement between the parties and supersede and replace all prior agreements between the parties hereto. There are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

16.3. **Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. To the extent that there is any inconsistency between this Agreement and the Act, this Agreement shall control.

16.4. **Subchapter S Election.**

16.4.1. **Actions Revoking S Status.** If the Company has elected to be taxed as a Sub-Chapter S Corporation, the Members shall refrain from taking any action, which would cause the Company to lose its status as an S corporation, unless the Members unanimously agree to such action. Any transfer of Units that would cause the Company to lose its status, as an S corporation, will be void and have no effect.

16.4.2. **Mandatory Dividends.** If the Company has elected to be taxed as a Sub-Chapter S Corporation, the Company will make minimum distributions to the Unit Holders in an amount necessary to cover the Unit Holders' tax liabilities for their pro-rata shares of the Company's

income to be reported on their individual income tax returns calculated based on the income tax liability of the Unit Holder in the highest tax bracket.

16.4.3. **Termination of Taxable Year in the Event of the Sale and Purchase of all of a Unit Holder's Units.** All of the Unit Holders shall make a special election under the Internal Revenue Code, to effectively close the books of the Company on the date.

16.5. **Headings.** The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.

16.6. **Waivers.** The failure of any Person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

16.7. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

16.8. **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16.9. **Heirs, Successors and Assigns.** Each of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

16.10. **Creditors And Third Parties.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or third parties.

16.11. **Voting.** All votes, of every kind, should be determined based on the terms of this Agreement.

16.12. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent delivered by means of a facsimile machine or Internet mail in portable document format or similar format (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

16.13. **Investment Representation.** The Units have not been registered under the Securities Act of 1933, the Securities Act of Alaska or any other state securities laws (collectively, the "**Securities Acts**") because the Company is issuing the Units in reliance upon the exemptions from the registration requirements of the Securities Acts, and the Company is relying upon the fact that the Units are to be held by each Unit Holder for investment.

Accordingly, each Unit Holder hereby confirms that the Units have been acquired for such Unit Holder's own account, for investment and not with a view to the resale or distribution thereof and may not be offered or sold to anyone unless there is an effective registration or other

qualification relating thereto under all applicable Securities Acts or unless Unit Holder delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification is not required. The Unit Holders understand that the Company is under no obligation to register the Units or to assist any Unit Holder in complying with any exemption from registration under the Securities Acts.

16.14. **Notice.** Except as otherwise provided herein, written notice required to be given under the terms of this Agreement shall be delivered either personally or by mail to the Unit Holder at the address listed on Exhibit B hereto, as updated from time to time on the books of the Company, or if to the Company to the then current registered agent. If mailed, such notice shall be deemed to be delivered three business days after being deposited in the United States Mail, addressed to the Unit Holder, with postage thereon prepaid.

16.15. **Disputes; Deadlock in Voting.** If there is a dispute between the Members concerning the interpretation or implementation of this Agreement or a deadlock in voting with respect to any Material Decision which cannot be resolved by participation of all Members, or if there are other irreconcilable differences between the Members, the Members shall resolve the dispute in accordance with the dispute resolution provisions set forth in Section 16.16 below. Subject to the provision of the Act regarding judicial dissolution, initiating a dispute resolution process and prosecuting the same to conclusion, sale, award, or judgment shall not be an event of dissolution or grounds for any kind of accounting, liquidation, or distribution of assets.

16.16. **Dispute Resolution.** The Members shall attempt to resolve all disputes arising out of this Agreement in accordance with this Section. Upon the written request of a Member the dispute shall be submitted to a court of competent subject matter jurisdiction located in Kodiak or Anchorage, Alaska.

16.17. **Attorney Fees.** In the event that any action or proceeding (at law or in equity) shall be commenced by any party hereto for any breach of the agreement or to enforce any provision hereof, the prevailing party or parties shall be entitled to recover from the other party or parties all reasonable attorney's fees and other costs in connection therewith (including all appeals).

ARTICLE 17

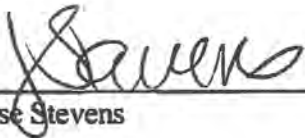
REPRESENTATION

IN DRAFTING THIS AGREEMENT TREN WICKSTROM OF MULLAVEY, PROUT, GRENLEY & FOE, LLP, HAS REPRESENTED THE COMPANY, AND NOT THE INDIVIDUAL MEMBERS. EACH OF THE MEMBERS MUST SEEK THEIR OWN SEPARATE INDEPENDENT LEGAL ADVICE, AS WELL AS INDEPENDENT TAX ADVICE REGARDING THIS AGREEMENT AND ALL MATTERS PERTAINING TO THE LLC.

[***Signatures on Following Page***]

Executed by the undersigned Members effective as of the date first above written.

MEMBERS:



Janiese Stevens



Dan Coglianese

Spousal Consent

The undersigned Spouses hereby consent to and agree to be bound by the terms of this Agreement; including, without limitation, the transferability provisions contained in ARTICLE 12.

[spouse of Janiese Stevens]

[spouse of Dan Coglianese]

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EXHIBIT A
DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“**Act**” means the Alaska Limited Liability Company Act, as may be revised or amended from time to time (AS 10.50 et seq.).

“**Affiliate**” means any related or associated Entity as well as any Entity with common owners.

“**Agreement**” means this Limited Liability Operating Agreement.

“**Articles of Organization**” means the articles of formation pursuant to which the Company was formed, as originally filed with the Department of Commerce, Community, and Economic Development of the State of Alaska on April 20, 2017, and as amended from time to time.

“**Capital Account**” means the capital account established and maintained for each Unit Holder pursuant to Section 8.3.

“**Capital Contribution**” means the total amount of money and the fair market value of property (net of liabilities secured by such property that the LLC is considered to assume or take subject to under Code Section 752) actually contributed to the LLC by each Unit Holder pursuant to the terms of this Agreement. Any reference to the Capital Contribution of a Unit Holder shall include the Capital Contribution made by a predecessor holder of the interest of the Unit Holder.

“**Closing**” shall have the meaning given to it in Section 12.12.8.

“**Code**” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

“**Company**” means **Alaska Loven It, LLC**.

“**Contributing Members**” means those Members who are Contributing Unit Holders.

“**Contributing Unit Holder**” means a Unit Holder who makes a Capital Contribution as required pursuant to Section 8.2.

“**Discounts**” shall have the meaning given to it in Section 12.12.5.

“**Distributable Cash**” means all cash received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and other sums paid or payable to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company’s business; and (iii) Reserves.

“**Distribution**” means the transfer of money or property by the Company to one or more Unit Holders without separate consideration.

“**Down Payment**” shall have the meaning given to it in Section 12.12.5.

“**Economic Interest**” means a Unit Holder’s share of Net Profits, Net Losses, and other Tax Items of the Company and Distributions of the Company’s assets pursuant to this Agreement and

the Act, but shall not include any right to participate in the management or affairs of the Company, right to the books and records of the Company, or the right to vote on, consent to, or otherwise participate in any decision of the Members.

“Economic Interest Owner” means the owner of an Economic Interest who is not a Member.

“Entity” means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any other organization that is not a natural Person.

“Exercise Notice” shall have the meaning given to it in Section 12.8.5.

“Fair Market Value” shall mean the amount at which the Company would change hands between a willing buyer and a willing seller neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts.

“FMV Appraiser” shall mean the individual charged in Section 12.12.5 with determine the Fair Market Value.

“Included Powers” shall have the meaning given to it in Section 5.1.

“LLC” means Alaska Loven It, LLC.

“Majority Interest” means, at any time, more than fifty percent of the then outstanding Membership Units entitled to vote.

“Material Decision” means any decision which if unmade could lead to the occurrence of irreparable injury to the Company or the continued irreparable injury to the Company, and/or any decision which if unmade could lead to the business and affairs of the Company no longer being able to be conducted to the advantage of the Unit Holders generally.

“Member” means each Person who executes a counterpart of this Agreement as a Member and each Person who may hereafter become a Member.

“Membership Interest” means a Member’s total interest as a member of the Company, including that Member’s share of the Company’s Net Profits, Net Losses, Distributable Cash, or other Distributions, its right to the extent provided in the Act, to inspect the books and records of the Company and its right, to the extent specifically provided in this Agreement, to participate in the business, affairs, and management of the Company and to vote or grant consent with respect to matters coming before the Company.

“Membership Unit” is a Unit that has equity, voting rights, and profits.

“Net Losses” shall have the meaning ascribed to it in Section 9.1.

“Net Profits” shall have the meaning ascribed to it in Section 9.1.

“Non-Contributing Unit Holder” shall have the meaning given to it in Section 8.2.1.

“Offering Unit Holder” shall have the meaning given to it in Section 12.9.1.

“Offer to Sell” shall have the meaning given to it in Section 12.9.1.

“Percentage Interest” means with respect to any Unit Holder the percentage determined based upon the ratio that the number of Units held by such Unit Holder bears to the total number of outstanding Units.

“Per Unit FMV” shall have the meaning given to it in Section 12.12.5.

“Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such where the context so permits.

“Purchase Price” shall have the meaning given to it in Section 12.12.5.

“Purchasing Members” shall mean each Member who desires to purchase and/or purchases the Units of a Selling Unit Holder.

“Qualified Appraiser” means someone who is a professional appraiser or Certified Public Accountant who is qualified by experience and ability to appraise the value of the Limited Liability Company.

“Regulations” includes proposed, temporary and final Treasury regulations promulgated under the Code and the corresponding Sections of any regulations subsequently issued that amend or supersede such regulations.

“Remaining Members” means those Member(s) who remain, or will remain, Members after the Selling Unit Holder who was a Member has ceased being a Member.

“Reserves” means, with respect to any fiscal period, funds set aside or amounts allocated during such period to be held for working capital and to pay taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company’s business. Reserves shall be maintained in amounts deemed sufficient by the Members from time to time.

“Securities Act” shall have the meaning given to it in Section 16.13.

“Selling Unit Holder” means any Unit Holder, or the survivors or legal representative of any deceased or disabled Unit Holder, who is selling Units.

“Spousal Transfer” means any transfer of Units to a Spouse who is not a Unit Holder, including but not limited to a transfer pursuant to a Decree of Dissolution, Property Settlement Agreement, Separation Agreement, or other marital transfer/domestic LLC or division of property in contemplation of a dissolution or marital separation.

“Spouse” means a spouse, a state registered domestic partner (as the term is defined in Alaska law), or participant in a committed intimate relationship.

“Terminated Unit Holder” shall have the meaning given to it in Section 12.8.1.

“Total Unit FMV” shall have the meaning given to it in Section 12.12.5.

“Transfer” means to sell, assign, exchange, gift, dispose of, bequeath, or otherwise transfer, purport to transfer, or attempt to transfer with or without consideration whether or not by operation of law.

“Transferring Unit Holder” means any Unit Holder who ceases being a Unit Holder, or who has ceased to be a Unit Holder for any reason.

“Unit Holder” means a Member or an Economic Interest Owner.

“**Units**” means the Company ownership interest issued to any Member under this Agreement as reflected in attached *Exhibit B*, as amended from time to time or any Company interest owned by an Economic Interest Owner.

EXHIBIT B

**MEMBERS/UNITS/MEMBERSHIP INTEREST/CAPITAL CONTRIBUTIONS
TO
ALASKA LOVEN IT, LLC**

Name of Initial Member	Number of Units/ Membership Interest	Capital Investment
Janiese Stevens PO Box 8593 Kodiak, AK 99615	1,500/50%	cash
Dan Coglianesi PO Box 1571 Homer, AK 99603	1,500/50%	cash

Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 2/20/2020

License #/Type: 12833

Standard Cultivation

Designated Licensee: Dan Coglianese

AMCO Case#:

DBA: Alaska Loven It, LLC

Premises Address: 2908 Kachemak Drive Homer, AK 99603

Mailing Address: PO Box 1581, Homer, AK 99603

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 2/20/2020, 12833, Alaska Loven It, LLC, 12833, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

***Please send your response to the address below and include your Marijuana Establishment License Number in your response.**

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

66

Date:

Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 3/20/20 License #/Type: 12833 Standard Cultivation
Designated Licensee: Dan Coglianese AMCO Case#:
DBA: ALASKA LOVEN IT LLC
Premises Address: 2908 Kachemak Drive Homer, AK 99603
Mailing Address: PO Box 1571, Homer, AK 99603

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 3/19/2020, Alaska Loven It, 12833, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

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IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

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Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

67

Date:

Received by AMCO 8/27/2020



Jana D. Weltzin
Licensed in Alaska & Arizona
901 Photo Ave
Anchorage, Alaska 99503
Phone 630-913-1113
Main Office 907-231-3750
JDW, LLC
jana@jdwcounsel.com

September 2, 2020

Re: Incomplete Renewal Application Response for Alaska Loven It, LLC License #12833

Dear: Honorable Control Board Members

This letter is in response to the Notice of Violation's received via email for License #12833. The violations received are regarding past due marijuana excise tax payment to the department of revenue.

Alaska Loven It, LLC apologizes for the over-sight and con confirm that the past due taxes that resulted in the NOV have been paid and Alaska Loven It is working hard to remain current with its tax obligations.

Alaska Loven It, LLC does not have a history or pattern of being delinquent in its taxes, and sometimes its difficult for rural licensees (aka outside the Municipality of Anchorage) to get tax payments right on time because they cannot mail payments, they cannot utilize normal banking functions to get payments to the Dept. of Revenue, and they have to physically transport the funds (via cash or certified funds) to the Dept. of Revenue. This licensee was late on a payment but is not delinquent in tax obligations.

Truly and Sincerely Yours,

A handwritten signature in blue ink, appearing to read 'Jana D. Weltzin', is written over the typed name. The signature is stylized and fluid.

Jana D. Weltzin, Esq.



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Alaska Loven it, LLC	License Number:	12833		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Alaska Loven it, LLC				
Premises Address:	2908 Kachemak Drive				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

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

Name:	Janiese Stevens				
Title:	Member				

Section 3 – Violations & Charges

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

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

Initials

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

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

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

Initials

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



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications

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

Initials

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten signature]

Signature of licensee

[Handwritten signature]

Notary Public in and for the State of Alaska

Janiese Stevens

Printed name of licensee

My commission expires: 03.05.2023

Subscribed and sworn to before me this 27th day of May, 2020.





Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

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

What is this form?

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

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

Section 1 - Establishment Information

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

Licensee:	Alaska Loven it, LLC	License Number:	12833
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Alaska Loven it, LLC		
Premises Address:	2908 Kachemak Drive		
City:	Homer	State:	Alaska
		ZIP:	99603

Section 2 - Individual Information

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

Name:	Dan Coglianese
Title:	Member

Section 3 - Violations & Charges

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

Initials

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

 DC

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

 DC

I certify that a notice of violation has not been issued to this license between July 1, 2019 and June 30, 2020.

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

Initials

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

 DC



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

Section 4 - Certifications

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

Initials

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

DC

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

DC

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

DC

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

DC

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

DC

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

DC

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

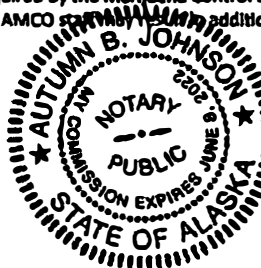
DC

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO shall result in the application being returned to me without additional fees or expiration of this license.

Signature of licensee

Dan Coglianese

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: June 8, 2022

Subscribed and sworn to before me this 8 day of 7/1 20 20

- **COMMERCIAL LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is entered into this 23rd Day of October, 2017

Between Alaska Loven It LLC ("Tenant")
and

Kachemak Properties LLC ("Landlord"),
an Alaska Limited Liability Company Landlord and Tenant agree as follows:

1. LEASE SUMMARY.

a. Leased Premises. The leased commercial real estate (the "Premises") are outlined on the site plan attached as Exhibit A, located on the land legally described on attached Exhibit B, and is commonly known as a portion of property located at 2908 Kachemak Dr. Homer AK 99603. The building(s) ("Buildings"), the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Buildings as set forth on the site plan are referred to as the "Property".

b. Lease Commencement Date. The Lease is binding upon execution of this Lease but is to have commenced retroactively on the date Tenant first took leasehold control of the Premises after the date title to the Property was conveyed to Landlord, about (the "Commencement Date").

c. Lease Termination Date. The Lease shall terminate at midnight on 11/23/2022 (the "Termination Date"), and thereafter continue on a month to month basis until cancelled.

d. Monthly Rent. The monthly rent shall be \$ 10,000.00. Rent shall be payable at Landlord's address shown in Section 1.g. below, or such other place designated in writing by Landlord.

e. Security Deposit. There is no security deposit.

f. Permitted Use. The Premises shall be used only for the purposes of propagating, cultivating, harvesting, preparing, curing, packaging, storing, and labeling marijuana (as permitted in 3 AAC 306.405 of AMCO regulations) and for no other purpose without the prior written consent of Landlord.

g. Notice and Payment Addresses:

Landlord: 266 East Bayview Ave., Homer, AK 99603

Tenant: P.O. Box 1571, Homer, AK 99603

2. PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord the Premises upon the terms specified in this Lease.





3. TERM.

- a. Commencement Date.** The Lease shall commence on the date specified in Section 1.b.
- b. Tenant Obligations.**

Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises and the condition of all mechanical, electrical, and other systems on the Premises. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises, acknowledges responsibility for making any corrections, alterations and repairs to the Premises, and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

4. RENT. Tenant shall pay Landlord without demand, deduction or offset, in lawful money of the United States, the monthly rental stated in Section 1.d. in advance on or before the first day of each month during the Lease Term beginning on the Commencement Date, and any other additional payments due to Landlord (hereafter the "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated.

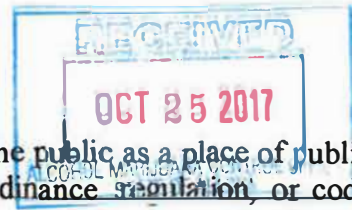
If any sums payable by Tenant to Landlord under this Lease are not received by the fifth (5th) day of each month, Tenant shall pay Landlord in addition to the amount due, for the cost of collecting and handling such late payment, an amount equal to the greater of \$50 or five percent (5%) of the delinquent amount. In addition, all delinquent sums payable by Tenant to Landlord and not paid within five days of the due date shall, at Landlord's option, bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims.

5. SECURITY DEPOSIT. There is no security deposit.

6. USES. The Premises shall be used only for the use(s) specified in Section 1.f. above (the "Permitted Use"), and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance.

7. COMPLIANCE WITH LAWS. Tenant shall not cause or permit the Premises to be used in any way that violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, to the best of Landlord's knowledge, with the exception of any Tenant's Work, the Premises comply with all laws in existence as of the Commencement Date. Tenant shall be responsible for complying with all laws, now in existence or that may be hereafter implemented, applicable to the Premises, such as requirements by the Americans with Disabilities Act. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of Tenant's particular use, such as modifications required by the Americans



With Disabilities Act as a result of Tenant opening the Premises to the public as a place of public accommodation. If the enactment or enforcement of any law, ordinance, regulation, or code during the Lease term requires any changes to the Premises during the Lease term, the Tenant shall perform all such changes at its expense if the changes are required due to the nature of Tenant's activities at the Premises, or to alterations that Tenant seeks to make to the Premises; otherwise, Landlord shall perform all such changes at its expense.

8. OPERATING COSTS. Tenant shall pay all of the Operating Costs of the Premises, other than real property taxes and casualty insurance, which shall be paid by the Landlord.

As used herein, "Operating Costs" paid by the Tenant shall mean all costs of operating, maintaining, and repairing the Premises and the Buildings determined in accordance with generally accepted accounting principles, and including without limitation the following: electricity and all other utility charges; janitorial and all other cleaning services; refuse and trash removal; refurbishing and repainting; carpet replacement; heating, ventilation and pest control; lighting systems, fire detection, landscape and driving surfaces maintenance; management (fees and/or personnel costs); amortization (in accordance with generally accepted accounting principles) of capital improvements as Landlord may in the future install to comply with governmental regulations and rules or undertaken in good faith with a reasonable expectation of reducing operating costs (the useful life of which shall be a reasonable period of time as determined by Landlord).

9. UTILITIES AND SERVICES. Tenant shall pay, at Tenant's sole expense, all utilities and other services that Tenant requires with respect to the Premises.

10. PERSONAL PROPERTY TAXES. Tenant shall pay all taxes, assessments, liens, and license fees ("Taxes") levied, assessed, or imposed by any authority having the direct or indirect power to tax or assess any such Taxes, by reason of Tenant's use of the Premises, and all Taxes on Tenant's personal property located on the Premises.

11. ALTERATIONS. Tenant may make alterations, additions, or improvements to the Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures, which may be performed without damaging existing improvements or the structural integrity of the Premises, and Landlord's consent shall not be required for Tenant's installation of those items. Tenant shall complete all Alterations at Tenant's expense in compliance with all applicable laws and in accordance with plans and specifications approved by Landlord, and using contractors approved by Landlord. Landlord shall be deemed the owner of all Alterations except for those which Landlord requires to be removed at the end of the Lease term. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.

Proper permits must be obtained prior to the commencement of any Alterations. A

licensed, bonded contractor, who the Landlord has pre-approved, must perform any permitted Alterations. Any subcontractors working on Alterations must also be licensed and bonded, and pre-approved by the Landlord.

12. REPAIRS AND MAINTENANCE. Tenant shall, at its sole expense, maintain the Premises in good condition and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Premises safe and in good condition, including all utilities, driving access surfaces, and other systems serving the Premises. Landlord shall maintain and repair the Buildings structure, foundation, exterior walls, and roof. If Tenant fails to maintain or repair the Premises, Landlord may enter the Premises and perform such repair or maintenance on behalf of Tenant. In such case, Tenant shall be obligated to pay to Landlord immediately upon receipt of demand for payment, as additional Rent, all costs incurred by Landlord. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the acts of Landlord or its agents, employees, contractors, or invitees therein. Tenant shall be responsible for maintaining the driving access surfaces and parking lot in good condition, the cost of which shall be at the Tenant's sole cost and expense.

Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.

13. ACCESS AND RIGHT OF ENTRY. After at least 48 hours reasonable notice from Landlord (except in cases of emergency, where no notice is required), Tenant shall permit Landlord and its agents, employees, and contractors to enter the Premises at all reasonable times to make repairs, alterations, improvements, or inspections. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within 180 days prior to the expiration or sooner termination of the Lease term.

14. DESTRUCTION.

a. Damage and Repair. If the Premises or the portion of the Property necessary for Tenant's occupancy are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy and this Lease shall not terminate; provided, however, Tenant may terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event. The Premises or the portion of the Property necessary for Tenant's occupancy shall not be deemed untenable if less than twenty-five percent (25%) of each of those areas are damaged. Notwithstanding the foregoing, Landlord shall have no obligation to restore the Premises or the portion of the Property necessary for Tenant's occupancy if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds are available to Landlord but are not sufficient to pay the entire cost of restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.



If the Premises, the portion of the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenantable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition; provided, however, if such casualty event occurs during the last 6 months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within 60 days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenantable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease.

b. If Landlord restores the Premises or the Property under this Section 16(a), Landlord shall proceed with reasonable diligence to complete the work, and the base Rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole Premises, provided that there shall be a rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors. Provided, Landlord complies with its obligations under this Section, no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord will not carry insurance of any kind for the protection of Tenant or on Tenant's furniture or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by Landlord's negligence.

15. INSURANCE.

a. Liability Insurance. During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord as an additional insured, and shall insure Tenant's activities and those of Tenant's employees, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors with respect to the Premises against loss, damage, or liability for personal injury or death or loss or damage to property with a combined single limit of not less than \$1,000,000, and a deductible of not more than \$5,000. The insurance will be primary and non-contributory with any liability insurance carried by Landlord.

b. Tenant Insurance. During the Lease term, Tenant shall pay for and maintain replacement cost fire and extended coverage insurance, with vandalism and malicious mischief, sprinkler leakage and earthquake endorsements, in an amount sufficient to cover not less than 100% of the full replacement cost, as the same may exist from time to time, of all of Tenant's personal property, fixtures, equipment and tenant improvements.

c. Miscellaneous. Insurance required under this Section shall be with companies rated A-V or better in Best's Insurance Guide, and which are authorized to transact business in the State



of Alaska. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage, except after thirty (30) days' prior written notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies or certificates of the insurance policies required by this Section. In no event shall the limit of such policies be considered as limiting the liability of Tenant under this Lease.

d. Landlord Insurance. Landlord shall carry special form extended coverage fire insurance of the building shell and core in the amount of their full replacement value, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate.

e. Waiver of Subrogation. Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried by each of them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liabilities exceeding the limits of such policies.

16. INDEMNIFICATION. Tenant shall defend, indemnify, and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, arising from any negligent or wrongful act or omission of Tenant or Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the Premises as a result of any act, omission, or negligence of Tenant, or Tenant's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors, or arising from any breach of this Lease by Tenant.

17. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, encumber, or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change(s) in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases, and assumption instruments. Landlord shall approve all agreements for Tenant's rent, assignment, or sublease of any part of





the Premises.

18. LIENS. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, upon request of Landlord, at Tenant's expense, immediately furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien(s).

19. DEFAULT. The following occurrences shall each be deemed an Event of Default by Tenant:

a. **Failure To Pay.** Tenant fails to pay any sum, including Rent, due under this Lease following five (5) days written notice from Landlord of the failure to pay.

b. **Vacation/Abandonment.** Tenant vacates the Premises (defined as an absence for at least 15 consecutive days without prior notice to Landlord), or Tenant abandons the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.

c. **Insolvency.** Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee, or other liquidating officer is appointed for Tenant's business, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within 30 days after its institution or commencement.

d. **Levy or Execution.** Tenant's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant, or is taken upon or subjected to any attachment by any creditor of Tenant, if such attachment is not discharged within 15 days after being levied.

e. **Other Non-Monetary Defaults.** Tenant breaches any agreement, term, or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section, and the breach continues for a period of 30 days after notice by Landlord to Tenant of the breach.

f. **Failure to Take Possession.** Tenant fails to take possession of the Premises on the Commencement Date.

20. REMEDIES. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but

no act by Landlord other than written notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described in Section 20.b.

b. Re-Entry and Reletting. Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions, as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a written notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the rent and other sums which would be payable under this Lease if repossession had not occurred, plus the net proceeds, if any, after reletting the Premises, after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorneys' fees, remodeling and repair costs, costs for removing and storing Tenant's property and equipment, and tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

c. Waiver of Redemption Rights. Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, as it may have been extended.

d. Nonpayment of Additional Rent. All costs which Tenant agrees to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of

RECEIVED
OCT 25 2017
Received by AMCO 8/27/2020
ALCOA COMPANY
STATE OF ALA.

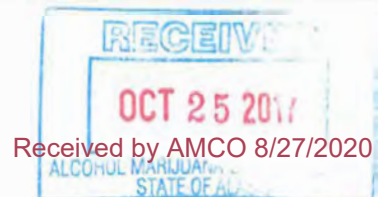
Rent, and Landlord shall have all the rights herein provided for in case of nonpayment of Rent.

e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. The Landlord may not take possession of or remove marijuana from the premises, and AMCO notified no later than 24 hours in this event. Marijuana can only be sold by regulated businesses and Landlord by law will not be permitted to sell marijuana to the public or remove from the property unless directed by AMCO. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any property (to exclude marijuana as it is regulated by law) sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.

21. MORTGAGE SUBORDINATION AND ATTORNMENT. This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord, which is now existing or hereafter placed upon the Premises, including any advances, interest, modifications, renewals, replacements, or extensions ("Landlord's Mortgage"), provided the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage shall elect to continue this Lease in full force and effect. Tenant shall attorn to the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided such person(s) assume the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section are conditioned on the holder of each Landlord's Mortgage and each person acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default exists.

22. NON-WAIVER. Landlord's waiver of any breach of any term contained in this Lease shall not be deemed to be a waiver of the same term for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any breach by Tenant preceding such acceptance.

23. HOLDOVER. If Tenant shall, without the written consent of Landlord, hold over after the expiration or termination of the Term, such tenancy shall be deemed to be on a month-to-month



basis and may be terminated according to Alaska law.

24. NOTICES. All notices under this Lease shall be in writing and effective (i) when delivered in person, (ii) three (3) days after being sent by registered or certified mail to Landlord or Tenant, as the case may be, at the Notice Addresses set forth in Section 1(h); or (iii) upon confirmed transmission by facsimile to such persons at the facsimile numbers set forth in Section 1(h) or such other addresses/facsimile numbers as may from time to time be designated by such parties in writing.

25. COSTS AND ATTORNEYS' FEES. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such suit, in mediation or arbitration, at trial and on appeal.

26. ESTOPPEL CERTIFICATES. Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the date the Lease term commenced and the date it expires; (ii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iii) that this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended in any way; (iv) that this Lease represents the entire agreement between the parties; (v) that all conditions under this Lease to be performed by Landlord have been satisfied; (vi) that there are no existing claims, defenses, or offsets that the Tenant has against the enforcement of this Lease by Landlord; (vii) that no Rent has been paid more than one month in advance; and (viii) that no security has been deposited with Landlord (or, if so, the amount thereof). Any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee.

27. TRANSFER OF LANDLORD'S INTEREST. This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, except for any retained security deposit or prepaid rent, and Tenant shall attorn to the transferee.

28. RIGHT TO PERFORM. If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. Tenant shall, on demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this

OCT 25 2020

ALCOHOL MARIJUANA

Received by AMCO 8/27/2020

Section as in the case of default by Tenant in the payment of Rent.

29. QUIET ENJOYMENT. So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord, or by the holders of any Landlord's Mortgage or any successor thereto.

30. RIGHT OF ENTRY. Landlord and its agents, employees and contractors shall have the right to enter the Premises at reasonable times with forty-eight (48) hours notice for inspection, to make repairs, alterations, and improvements, to show the Premises to prospective purchasers and, within six (6) months prior to the expiration of the Lease term, to show the Premises to prospective tenants.

31. GENERAL.

a. Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

b. Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder, or other person, who would be entitled to any commission or fees for the negotiation, execution, or delivery of this Lease other than as disclosed elsewhere in this Lease. Tenant shall indemnify and hold Landlord harmless against any loss, cost, liability, or expense incurred by Landlord as a result of any claim asserted by any such broker, finder, or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. This subparagraph shall not apply to brokers with whom Landlord has an express written brokerage agreement.

c. Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understanding pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified, or added to except in writing signed by Landlord and Tenant.

d. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

e. Force Majeure. Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

f. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Alaska.

g. Submission of Lease Form Not an Offer. One party's submission of this Lease to

OCT 25 2017

the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both Landlord and Tenant.

h. No Light, Air or View Easement. Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way affect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.

i. Authority of Parties. Any individual signing this Lease on behalf of an entity represents and warrants to the other that such individual has authority to do so and, upon such individual's execution, that this Lease shall be binding upon and enforceable against the party on behalf of whom such individual is signing.

32. EXHIBITS AND RIDERS. The following exhibits and riders are made a part of this Lease. Any riders shall be effective only upon being initialed by the parties and attached to the Lease. Capitalized terms used in the Riders have the meanings given to them in the Lease.

- Exhibit A. Site Plan
- Exhibit B. Legal Description

33. AGENCY DISCLOSURE. At the signing of this Lease the neither party was represented by an agent.

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

LANDLORD:

Lorraine B. Fellows

TENANT:

[Handwritten Signature]

By: _____



STATE OF ALASKA)
) ss.
COUNTY OF Kenai
peninsula

I certify that I know or have satisfactory evidence that Daniel Coglianesse, Owner of Alaska Loven It LLC, is the person who appeared before me and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: October 23, 2017



Printed Name: Brittany M. Williams
NOTARY PUBLIC in and for the
State of Alaska, residing at
88 Sterling Hwy Homer Alaska
My Commission expires: 08/04/2020
Brittany m. Williams

STATE OF ALASKA)
) ss.
COUNTY OF Kenai
peninsula

I certify that I know or have satisfactory evidence that Latrina Fellows is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as the member of Kachemak Properties LLC and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 23, 2017



Printed Name: Brittany M. Williams
NOTARY PUBLIC in and for the State
of Alaska, residing at 88 Sterling Hwy Homer
Alaska
My Commission expires: 08/04/2020
Brittany m. Williams

EXHIBIT A.

SITE PLAN

The Premises consist of the 20' x 30' office building and 50' x 100' shop building, and ingress and egress thereto, located on the Site Plan attached hereto.



EXHIBIT B. – LEGAL

DESCRIPTION

T 6S R 13W SEC 22 Seward Meridian HM 0850130 LAMPERT LAKE SUB NO 2 LOT 2A

Kenai Peninsula Borough
State of Alaska.

Tax Parcel Number 17936023



Alcohol & Marijuana Control Office

License Number: 12833

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: ALASKA LOVEN IT, LLC

Business License Number: 1052906

Designated Licensee: Dan Coglianese

Email Address: jstevens@ak.net

Local Government: Homer

Local Government 2:

Community Council:

Latitude, Longitude: 59.645021, -151.461600

Physical Address: 2908 Kachemak Drive
Homer, AK 99603
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10056827

Alaska Entity Name: Alaska Loven It, LLC

Phone Number: 907-942-5899

Email Address: jstevens@ak.net

Mailing Address: PO Box 1571
Homer, AK 99603
UNITED STATES

Entity Official #1

Type: Individual

Name: Dan Coglianese

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-942-5899

Email Address: alaskacitysupply@gmail.com

Mailing Address: PO Box 1571
Homer, AK 99603
UNITED STATES

Entity Official #2

Type: Individual

Name: Janiese Stevens

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-486-1792

Email Address: jstevens@ak.net

Mailing Address: 326 Neva Way
Kodiak, AK 99615
UNITED STATES

Affiliate #1

Type: Individual

Name: Dan Coglianese

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-942-5899

Email Address: alaskacitysupply@gmail.com

Mailing Address: PO Box 1571
Homer, AK 99603
UNITED STATES

Affiliate #2

Type: Individual

Name: Janiese Stevens

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-486-1792

Email Address: jstevens@ak.net

Mailing Address: 326 Neva Way
Kodiak, AK 99615
UNITED STATES



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

December 29, 2017

State of Alaska

Alcohol and Marijuana Control Board

500 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

RE: New License 12833, Alaska Lovin It, LLC, Standard Marijuana Cultivation Facility

Ericka McConnell,

As part of the City of Homer's application review process, I am designated per Homer City Code (HCC) 21.62.040 to make recommendations on all proposed marijuana establishments within city limits. The proposed establishment is found in the General Commercial District 2 (GC2) and, as such, is a permitted use. According to adopted buffer zones (HCC 21.62.070), I find that the proposed location is not known to be encroaching into any area of exclusion.

After review of the site and application, I forward my positive recommendation for approval of the license.

Sincerely,

Rick Abboud, AICP
Homer City Planner



City of Homer

www.cityofhomer-ak.gov

Police Department

4060 Heath Street
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: RENE KRAUSE, MMC, DEPUTY CLERK

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR
MARK ROBL, CHIEF OF POLICE

FROM: LIEUTENANT RYAN BROWNING – HOMER POLICE

DATE: SEPTEMBER 5th, 2020

SUBJECT: STANDARD MARIJUANA CULTIVATION FACILITY LICENSE RENEWAL FOR
ALASKA LOVEN IT, LLC

The Homer Police Department does not have any objections to the renewal of this license.

Type: Standard Marijuana Cultivation Facility
Lic #: 12833
DBA Name: Alaska Loven It, LLC
Service Location: 2908 Kachemak Drive, Homer, AK 99603
Licensee: Alaska Loven It, LLC
Designated Licensee: Janiese Stevens
Mailing Address: P.O. Box 8593 Kodiak, AK 99615



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: RYAN BROWING, LIEUTENANT- HOMER POLICE DEPT.
RICK ABBOUD, CITY PLANNER

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR
MARK ROBL, CHIEF OF POLICE

FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

DATE: SEPTEMBER 4, 2020

SUBJECT: STANDARD MARIJUANA CULTIVATION FACILITY LICENSE RENEWAL FOR
ALASKA LOVEN IT, LLC

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

Type: Standard Marijuana Cultivation Facility
Lic #: 12833
DBA Name: Alaska Loven It, LLC
Service Location: 2908 Kachemak Drive, Homer, AK 99603
Licensee: Alaska Loven It, LLC
Designated Licensee: Janiese Stevens
Mailing Address: P.O. Box 8593 Kodiak, AK 99615

This matter is scheduled for the September 14, 2020 City Council meeting. Please respond with objections/non-objections to this marijuana cultivation facility license renewal by **5:00 p.m. Tuesday, September 8, 2020.**

Thank you for your assistance.



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 20-137

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, MMC, CITY CLERK

DATE: SEPTEMBER 8, 2020

SUBJECT: CONFIRMATION OF ELECTION JUDGES FOR THE CITY OF HOMER REGULAR ELECTION
OCTOBER 6, 2020

Pursuant to Homer City Code (HCC) Sections 4.20.010 and 4.35.010 the Election Judges are approved by City Council and the Canvass Board is confirmed by the City Council. Election Central Judges and Absentee Voting Officials are appointed by the City Clerk and require no approval or confirmation of the City Council.

HCC 4.20.010 (c) states that each election board member serving at a precinct polling place must be a qualified resident voter in the precinct for which the board member is appointed; provided, however, that if no qualified resident voter is available and willing to serve, a voter from another precinct may be appointed. Deputy Clerk Krause worked to secure election judges and encountered difficulty in attempts to find people willing to commit. HCC 4.20.010 (a) states that when a City election corresponds with an election conducted by the Kenai Peninsula Borough and/or State election the City Clerk may appoint the same judges.

Given the challenges encountered with securing an Election Board of qualified resident voters in the precinct for which the board member is appointed and the allowances in code, we worked with the Kenai Peninsula Borough Clerk's office to appoint judges at City of Homer precincts, some of which are from other precincts, but are qualified voters and many have worked City, Borough, and/or State Elections. The Canvass Board that meets to review, count absentee, special needs, and question ballots for certification are qualified voters in each of the City precincts.

Homer No. 1

Maryann Lyda, Chair
Karen Smith
Louise Gross-Hall
Kate Finn
Linzy Hargraves
Suzy Erikson

Homer No. 2

Christine Tietjen, Chair
Linda Tietjen
Kent Smith
Joan Smith
Kira Stuart
Adam Hykes

Canvass Board

Maryann Lyda
Adam Hykes

Recommendation: Confirm the appointment of the Canvass Board and approve the appointment of the Election Judges for the October 6, 2020 City of Homer Regular Election.

Fiscal Note: Polling Place - \$15.50/hr. Chairs, \$15/hr. Judges, 12-18 hrs. The Kenai Peninsula Borough will pay the Election Judges and invoice the City of Homer for half the cost. Canvass board- \$15/hr. 2-4 hours or until done.

Account: 100.0102.5101-5107



City of Homer

www.cityofhomer-ak.gov

Office of the Mayor

491 East Pioneer Avenue
Homer, Alaska 99603

mayor@ci.homer.ak.us

(p) 907-235-3130

(f) 907-235-3143

Memorandum 20-140

TO: HOMER CITY COUNCIL
FROM: MAYOR CASTNER
DATE: SEPTEMBER 10, 2020
SUBJECT: APPOINTMENT OF COUNCILMEMBERS SMITH AND ADERHOLD TO SERVE ON
THE LOBBYIST RFP REVIEW COMMITTEE

Resolution 20-023 was sponsored by Councilmember Smith and initiated the RFP Process for lobbyist services for the City of Homer. The resolution states that the Mayor will appoint a committee consisting of two Council members and the Port and Harbor Director to review the proposals.

Councilmembers were invited to apply to serve on the Committee and three responded either by written application or verbal request.

Recommendation: Confirm the appointment of Councilmembers Smith and Aderhold to serve on the Lobbyist RFP Review Committee.

**CITY OF HOMER
HOMER, ALASKA**

Smith

RESOLUTION 20-023

A RESOLUTION OF THE HOMER CITY COUNCIL ISSUING A
REQUEST FOR PROPOSALS FOR A LOBBYIST TO REPRESENT THE
CITY AT THE STATE CAPITAL.

WHEREAS, The role of the lobbyist will be to advocate for capital projects and
legislation on behalf of the City of Homer; and

WHEREAS, In the past the City contracted with a lobbying firm to further its legislative
agenda and secure state funding; and

WHEREAS, Given the positive momentum behind the Large Vessel Harbor project, the
City will benefit from contracting with an experienced and qualified professional to lobby for
its interests at the State Capitol and assist in navigating this multifaceted, multiyear project
with state, federal and local partners; and

WHEREAS, Following direction from the previous contract issued by the City, any
associated costs will be split between the General Fund and the Enterprise fund; and

WHEREAS, The Mayor will appoint a committee consisting of two Council members and
the Port and Harbor Director to review the proposals.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby authorizes the
City Manager to issue a Request for Proposal for a state lobbyist to represent the City.

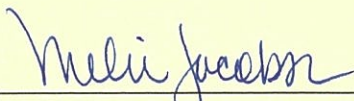
PASSED AND ADOPTED by the Homer City Council this 9th day of March, 2020.

CITY OF HOMER

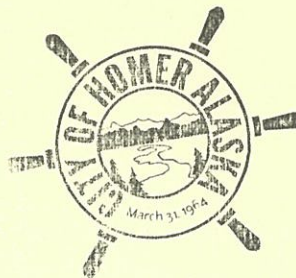


KEN CASTNER, MAYOR

ATTEST:



MELISSA JACOBSEN, MMC, CITY CLERK



Fiscal note: Advertising and staff time

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-59

An Ordinance of the City Council of Homer, Alaska Amending Homer City Code to Create Chapter 21.17 Medical Zoning District; Amending Homer City Code 21.58.030, Permission for Communications Towers, Adding the Medical Zoning District; Amending Homer City Code 21.60.060 Signs on Private Property, Adding the Medical Zoning District; Amending Homer City Code 21.10.020 Zoning Districts to Include the Medical District; and Amending the Homer City Zoning Map to Rezone a Portion of the Residential Office (RO) Zoning District to Include Medical (M) Zoning District. Planning Commission.

Sponsor: Planning Commission

1. City Council Regular Meeting September 14, 2020 Introduction
 - a. Memorandum 20-127 from Public Works Director as backup

**CITY OF HOMER
HOMER, ALASKA**

Planning Commission

ORDINANCE 20-59

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE TO CREATE HOMER CITY CODE 21.17, MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.58.030, PERMISSION FOR COMMUNICATIONS TOWERS, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.60.060, SIGNS ON PRIVATE PROPERTY, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.10.020, ZONING DISTRICTS, TO INCLUDE THE MEDICAL DISTRICT; AND AMENDING THE HOMER CITY ZONING MAP TO REZONE A PORTION OF THE RESIDENTIAL OFFICE (RO) ZONING DISTRICT TO MEDICAL (M) ZONING DISTRICT.

Whereas, The 2018 Homer Comprehensive Plan Goal 1 Objective B states that the zoning map be updated to support the desired pattern of growth; and

Whereas, The Comprehensive Plan Land Use Recommendations Map designated an area for consideration of a Medical District; and

Whereas, The Homer Planning Commission has worked with area residents and business owners to identify desirable characteristics and appropriate performance standards as suggested in the Homer Comprehensive Plan; and

Whereas, The Homer Planning Commission held a neighborhood meeting on February 19, 2020 and held a public hearing on June 17, 2020, as required by HCC 21.95.060(C); and

WHEREAS, The Homer Planning Commission determined there is a public need and justification for the rezone; and

WHEREAS, The Homer Planning Commission determined the rezone would not have a negative effect on the public health, safety and welfare; and

WHEREAS, The Homer Planning Commission considered the effect of the change on the district and surrounding properties; and

WHEREAS, The Homer Planning Commission determined that the rezone was in compliance with the Homer Comprehensive Plan.

NOW THEREFORE, THE CITY OF HOMER ORDAINS:

36

37 Section 1. Homer City Code 21.17 is hereby enacted as follows:

38

Chapter 21.17

39

M MEDICAL DISTRICT

40 Sections:

- 41 21.17.010 Purpose.
- 42 21.17.020 Permitted uses and structures.
- 43 21.17.030 Conditional uses and structures.
- 44 21.17.040 Dimensional requirements.
- 45 21.17.050 Site and access.
- 46 21.17.060 Traffic requirements.
- 47 21.17.070 Site development standards.
- 48 21.17.080 Nuisance standards.
- 49 21.17.090 Lighting standards.

50 **21.17.010 Purpose.**

51 The purpose of the Medical District is to provide an area near the hospital to support medical
52 facilities and other professional office and limited commercial uses. The district is meant to
53 accommodate a mixture of residential and nonresidential uses. Pedestrian-friendly designs
54 and amenities are encouraged.

55 **21.17.020 Permitted uses and structures.**

56 The following uses are permitted outright in the Medical District:

- 57 a. Single-family and duplex dwelling, excluding mobile homes;
- 58 b. Multiple-family dwelling, provided the structure conforms to HCC 21.14.040(a)(2) and
59 excluding mobile homes;
- 60 c. Public parks and playgrounds;
- 61 d. Rooming house, bed and breakfast;
- 62 e. Townhouses (compliant w 21.53.010 (g) and (h));
- 63 f. Home occupations; provided they conform to the requirements of HCC 21.51.010;
- 64 g. Professional offices and general business offices;

- 65 h. Clinics;
- 66 i. Day care facilities;
- 67 j. Day care homes;
- 68 k. Personal services;
- 69 l. Museums, libraries and similar institutions;
- 70 m. Nursing facilities, convalescent homes, homes for the aged, assisted living homes;
- 71 n. Religious, cultural and fraternal assembly;
- 72 o. Storage of the occupant's personal commercial fishing gear in a safe and orderly manner
73 and separated by at least five feet from any property line as an accessory use incidental to a
74 permitted or conditionally permitted principal use;
- 75 p. Private exterior storage of the occupant's personal noncommercial equipment, including
76 noncommercial trucks, boats, campers, and not more than one recreational vehicle in a safe
77 and orderly manner and separated by at least five feet from any property line as an accessory
78 use incidental to a permitted or conditionally permitted principal use;
- 79 q. Other customary accessory uses to any of the permitted uses listed in the Medical District;
80 provided, that no separate permit shall be issued for the construction of any detached
81 accessory building prior to that of the main building;
- 82 r. The outdoor harboring or keeping of dogs, small animals and fowl as an accessory use in a
83 manner consistent with the requirements of the Homer City Code and as long as such
84 animals are kept as pets and their numbers are such as not to unreasonably annoy or disturb
85 occupants of neighboring property;
- 86 s. Recreational vehicles, subject to the standards set out in HCC 21.54.320;
- 87 t. As an accessory use, one small wind energy system per lot having a rated capacity not
88 exceeding 10 kilowatts;
- 89 u. Mobile food services;
- 90 v. Retail as an accessory use to a permitted principle use;
- 91 w. Sale of durable and non-durable medical supplies and equipment;
- 92 x. More than one building containing a permitted principal use on a lot;
- 93 y. Parking lots.

94 **21.17.030 Conditional uses and structures.**

95 The following uses may be permitted in the Medical District when authorized by conditional
96 use permit issued in accordance with Chapter 21.71 HCC:

- 97 a. Planned unit developments, excluding all industrial uses;
- 98 b. Public or private schools;
- 99 c. Hospitals;
- 100 d. Public utility facilities and structures;
- 101 e. Mortuaries;
- 102 f. Group care homes;
- 103 g. Helipads, but only as an accessory use incidental to a hospital conditional use;
- 104 h. One small wind energy system having a rated capacity exceeding 10 kilowatts; provided,
105 that it is the only wind energy system of any capacity on the lot;
- 106 i. Other uses approved pursuant to HCC 21.04.020;
- 107 j. Parking garage.

108 **21.17.040 Dimensional requirements.**

109 The following dimensional requirements shall apply to all structures and uses in the Medical
110 District:

- 111 a. The minimum lot size is 7,500 square feet.
- 112 b. Building Setbacks.
 - 113 1. Buildings shall be set back 20 feet from all dedicated rights-of-way.
 - 114 2. All buildings shall be set back from all other lot boundary lines according to the
115 number of stories as follows:

Number of Stories	Setback (in feet)
1 story	5 feet
1 1/2 stories	6 feet
2 stories	7 feet
2 1/2 stories	8 feet

- 116 c. Building Height.

117 1. The maximum building height is 35 feet, except as provided in subsection (c)(2) of
118 this section.

119 2. If approved by conditional use permit, the maximum building height for multifamily
120 residential and commercial buildings 65 feet.

121 d. No lot shall contain more than 8,000 square feet of building area (all buildings combined),
122 nor shall any lot contain building area in excess of 30 percent of the lot area, without an
123 approved conditional use permit.

124 **21.17.050 Site and access.**

125 a. A zoning permit for any nonresidential use or structure shall not be issued by the City
126 without an approved site plan and an approved level two right-of-way access plan that
127 conform to the standards of Chapter 21.73 HCC.

128 b. All access points to rights-of-way shall conform to the standards of a level two right-of-way
129 access plan stated in Chapter 21.73 HCC. This applies to all uses and structures.

130 **21.17.060 Traffic requirements.**

131 A conditional use permit is required for every use that:

132 a. Is estimated to generate more than 100 vehicle trips during any hour of the day calculated
133 utilizing the Trip Generation Handbook, Institute of Transportation Engineers, 9th Edition;

134 b. Is estimated to generate more than 500 vehicle trips per day calculated utilizing the Trip
135 Generation Handbook, Institute of Transportation Engineers, 9th Edition;

136 c. Is estimated to generate an increase in the traffic to more than 100 vehicle trips during any
137 hour of the day due to a change in land use or intensity of use; or

138 d. Is expected to generate traffic that will detract from the safety of, or degrade by one level
139 of service, the highway, road, street, alley or intersection.

140 **21.17.070 Site development standards.**

141 a. All single-family and duplex residential development in the Medical District shall comply
142 with the level one site development standards contained in HCC 21.50.020.

143 b. All residential development of three units or more and all nonresidential development on
144 lands in this district shall conform to the level two site development standards set forth in
145 HCC 21.50.030 subsections (a) through (e), and HCC 21.50.030(f)(1)(a) and HCC 21.50.030(f)(2).
146 Parking lots with a minimum of 24 spaces or more shall provide a minimum of 10%
147 landscaped area in dividers, islands or buffers or any combination thereof, adjacent or within
148 the parking area.

149 c. New non-residential construction shall be screened from existing single family or duplex
150 dwellings by a continuous fence or landscaping so as to obscure the view of the parking lot
151 and loading areas from the adjacent dwelling.

152 **21.17.080 Nuisance standards.**

153 The nuisance standards of HCC 21.59.010 apply to all development, uses, and structures in
154 this zoning district.

155 **21.17.090 Lighting standards.**

156 The level one lighting standards of HCC 21.59.030 apply to all development, uses, and
157 structures in this zoning district.

158

159 Section 2. Homer City Code 21.21.58.030 Permission for communications towers is hereby
160 amended as follows:

161 a. Except as provided in subsection (b) of this section, a communications tower is permitted
162 as a principal or accessory use or structure in each zoning district.

163 b. A communications tower that exceeds the following maximum height for the zoning
164 district in which the communications tower is located is permitted only when authorized by
165 conditional use permit issued in accordance with Chapter 21.71 HCC.

District	Maximum Height (feet)
CBD	60
TC	60
GBD	60
GC1	120
RO	85
MD	85
UR	60
RR	85
CONS	60
GC2	120

District	Maximum Height (feet)
EEMU	120
MI	120
MC	120
OSR	60
BCWPD	120

166

167 Section 3. Homer City Code 21.60.060 Signs on private property is hereby amended as
 168 follows:

169

170 a. Signs shall be allowed on private property in the City only in accordance with Table 1. If the
 171 letter “A” appears for a sign type in a column, such sign type is allowed without prior permit
 172 approval in the zoning district represented by that column. If the letter “P” appears for a sign
 173 type in a column, such sign type is allowed only with prior permit approval in the zoning
 174 district represented by that column. Special conditions may apply in some cases. If the letter
 175 “N” appears for a sign type in a column, such sign type is not allowed in the zoning district
 176 represented by that column under any circumstances. If the letters “PH” appear for a sign
 177 type in a column, such sign type is allowed in the zoning district represented by that column
 178 only with prior approval by the Commission after a public hearing.

179 b. Although permitted under subsection (a) of this section, a sign designated by an “A” or “P”
 180 in Table 1 shall be allowed only if:

181 1. The sum of the area of all building and freestanding signs on the lot does not exceed
 182 the maximum permitted sign area for the zoning district in which the lot is located as
 183 specified in Table 2; and

184 2. The characteristics of the sign conform to the limitations of Table 3, Permitted Sign
 185 Characteristics by Zoning District, and with any additional limitations on characteristics
 186 listed in Table 1 or Table 2.

187 c. A sign type that is not listed on the following tables is prohibited.

Key to Tables 1 through 3			
RR	Rural Residential	GBD	Gateway Business District
UR	Urban Residential	GC1	General Commercial 1

Key to Tables 1 through 3			
RO	Residential Office	GC2	General Commercial 2
INS	Institutional Uses Permitted in Residential Zoning Districts (a)	EEMU	East End Mixed Use
		MC	Marine Commercial
CBD	Central Business District	MI	Marine Industrial
TC	Town Center District	OSR	Open Space Recreation
<u>M</u>	<u>Medical District</u>	PS	Public Sign Uses Permit
A = Allowed without sign permit			
P = Allowed only with sign permit			
N = Not allowed			
PH = Allowed only upon approval by the Planning Commission after a public hearing.			
For parenthetical references, e.g., “(a),” see notes following graphical portion of table.			

188
189
190

Table 1

Sign Type	RR	UR	RO	INS (a)	<u>M</u>	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS
Freestanding															
Residential (b)	A	A	A	A	<u>A</u>	A	A	A	N	N	N	N	N	A	PH
Other (b)	N	N	N	P	<u>P</u>	P	P	P (i)	A	A	A	P	P	N	PH
Incidental (c)	N	N	A (d)	A (d)	<u>A</u>	A	A	A	A	A	A	A	A	N	N
Parking Lot Identification					<u>A</u>	A	A	A	A	A	A	A	A		
Building															
Banner	N	N	N	N	<u>N</u>	N	N	N	N	N	N	N	N	N	N
Building Marker (e)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	N

Sign Type	RR	UR	RO	INS (a)	<u>M</u>	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS
Identification (d)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	N
Incidental (c)	N	N	A (f)	A	<u>A</u>	A	A	A	A	A	A	A	A	N	N
Marquee	N	N	N	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Projecting	N	N	N	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Residential (b)	A	A	A	N	<u>A</u>	A	A	A	N	N	N	N	N	A	N
Roof, Integral	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Suspended	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Temporary (g)	P	P	P	N	<u>P</u>		P	P	P	P	P	P	P	N	N
Wall	A	A	A	A	<u>P</u>	P	P	P	P	P	P	P	P	A	A
Window	N	N	A	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Miscellaneous															
Flag (h)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	A

191

192 Notes to Table 1:

193 a. This column does not represent a zoning district. It applies to institutional uses
 194 permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is
 195 defined as an established organization or corporation of a public, nonprofit, or public
 196 safety/benefit nature, i.e., schools, churches, and hospitals.

197 b. No commercial message allowed on sign, except for a commercial message drawing
 198 attention to goods or services legally offered on the lot.

199 c. No commercial message of any kind allowed on sign if such message is legible from
 200 any location off the lot on which the sign is located.

201 d. Only address and name of occupant allowed on sign.

202 e. May include only building name, date of construction, or historical data on historic
 203 site; must be cut or etched into masonry, bronze, or similar material.

204 f. No commercial message of any kind allowed on sign.

205 g. The conditions of HCC 21.60.130 apply.

206 h. Flags of the United States, the State, the City, foreign nations having diplomatic
 207 relations with the United States and any other flag adopted or sanctioned by an elected
 208 legislative body of competent jurisdiction. These flags must be flown in accordance with
 209 protocol established by the Congress of the United States for the Stars and Stripes. Any flag
 210 not meeting any one or more of these conditions shall be considered a banner sign and shall
 211 be subject to regulations as such.

212 i. The main entrance to a development in GBD may include one ground sign announcing
 213 the name of the development. Such sign shall consist of natural materials. Around the sign
 214 grass, flowers and shrubs shall be placed to provide color and visual interest. The sign must
 215 comply with applicable sign code requirements.
 216

217 **Table 2. Maximum Total Sign Area Per Lot by Zoning District**
 218

Table 2 Part A

The maximum combined total area of all signs, in square feet, except incidental, building marker, and flags (b), shall not exceed the following according to district:

RR	UR	RO	RO (e)	INS (a)	OSR	PS (d)	<u>M</u>
4	4	6	50	20	4	32	<u>50</u>

Table 2 Part B

In all other districts not described in Table 2 Part A, the maximum combined total area of all signs, in square feet, except incidental, building marker and flags, shall not exceed the following:

Square feet of wall frontage (c):	Maximum allowed sign area per principal building:
750 s.f. and over	150 s.f.
650 to 749	130 s.f.
550 to 649	110 s.f.
450 to 549	90 s.f.
350 to 449	70 s.f.
200 to 349	50 s.f.
0 to 199	30 s.f.

219 1. In all districts covered by Table 2 Part B, on any lot with multiple principal buildings or
 220 with multiple independent businesses or occupancies in one or more buildings, the
 221 total allowed sign area may be increased beyond the maximum allowed signage as

222 shown in Table 2 Part B, by 20%. This additional sign area can only be used to promote
223 or identify the building or complex of buildings.

224 2. In all districts covered by Table 2 Part B, freestanding Parking Lot Identification signs
225 are excluded from calculation as sign area, and are allowed in addition to the
226 freestanding sign per limitation stated in Table 2 Part B(4). One directional parking lot
227 identification sign may be erected without a sign permit if restricted to identifying a
228 parking lot with its owner, operator, or name of the business providing the lot. The sign
229 may include the logo, corporate colors or name of the business but no advertising other
230 than the name of the business shall be included. The total sign area shall not exceed six
231 square feet and shall not exceed a sign height of six feet.

232 3. In all districts covered by Table 2 Part B, special conditions for additional signage
233 allowance above 150 square feet per building. An allowance for additional signage may
234 be granted by the City Planner for either section (a) or section (b) below.

235

236 a. Multiple-Tenant Buildings which adjoin and have which have more than one
237 entrance for clients that access more than one improved street.

238 1. Secondary and tertiary entrances must be commonly used by clients and
239 must access the interior of the building and conversely the entrance must
240 access a parking lot, sidewalk or constructed public road. These entrances
241 are approved at the sole direction of the planning department. Alleys,
242 stairways to upper levels, emergency exits may not apply at the discretion
243 of the Planning Director.

244 2. Additional signage is allowed based $\frac{1}{2}$ the allowance on Table 2 part B to
245 existing for each secondary or tertiary street wall frontage. Signage must be
246 placed on the wall face of the building the allowance was based on.

247 b. Additional sign allowance for multitenant split level buildings and buildings two or
248 more businesses deep:

249 1. In a building that has one frontage, which is the only frontage that has access
250 to a public street, and is split level or is more than one business in depth.

251 2. Additional signage is allowed based on $\frac{1}{2}$ the allowance of Table 2 Part B.

252

253 4. In all districts covered by Table 2 Part B, freestanding signs, when otherwise allowed,
254 shall not exceed the following limitations:

- 255 a. Only one freestanding sign is allowed per lot, except one freestanding public
256 sign may be additionally allowed. A freestanding sign may not exceed 10 feet in
257 height.
- 258 b. The sign area on a freestanding sign (excluding a public sign) shall be included
259 in the calculation of maximum allowed sign area per lot and shall not exceed the
260 following:
- 261 i. One business or occupancy in one building – 36 sq ft
- 262 ii. Two independent businesses or occupancies or principal buildings in any
263 combination – 54 sq ft
- 264 iii. Three independent businesses or occupancies or principal buildings in any
265 combination – 63 sq ft
- 266 iv. Four or more independent businesses or occupancies or principal buildings in
267 any combination – 72 sq ft

268 Notes to Table 2, Parts A and B

- 269 a. The INS column does not represent a zoning district. It applies to institutional uses
270 permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is
271 defined as an established organization or corporation of a public, nonprofit, or public safety
272 or benefit nature, e.g., schools churches, and hospitals.
- 273 b. Flags of the United States, the State, the City, foreign nations having diplomatic
274 relations with the United States, and any other flag adopted or sanctioned by an elected
275 legislative body of competent jurisdiction. These flags must be flown in accordance with
276 protocol established by the Congress of the United States for the Stars and Stripes. Any flag
277 not meeting any one or more of these conditions shall be considered a banner sign and shall
278 be subject to regulation as such.
- 279 c. Square feet of wall frontage is defined as total square footage of wall surface, under
280 the roof, that faces the major access or right-of-way of the business. In the case of a business
281 located on a corner lot, square footage of wall frontage is the total square footage of wall
282 surface, under the roof, on the side of the business with the most square footage.
- 283 d. The PS column does not represent a zoning district. It applies to public signs permitted
284 under the zoning code, in all zoning districts.
- 285 e. This RO column applies only to lots in that portion of the RO district that abuts East
286 End Road, ~~Bartlett Street~~, Hohe Street, and Pennock Street. Within this area, there is
287 allowed a maximum of 50 square feet total area of all signs (including the ground sign
288 referred to below), except incidental, building marker, and flags (see note (b) above). One
289 ground sign, with a maximum total area of 16 square feet, will be permitted per lot. Each
290 ground sign shall not exceed six feet in height, measured from the base to the highest portion
291 of any part of the sign or supporting structure.

292 f. **In the Medical District, only one freestanding sign is allowed per lot, except one**
 293 **freestanding public sign may be additionally allowed. A freestanding sign may not**
 294 **exceed 10 feet in height or 36 square feet in area.**

295
 296 **Table 3. Permitted Sign Characteristics by Zoning District**
 297

Sign Type	RR	UR	RO	INS (a)	<u>M</u>	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS (e)
Animated (b)	N	N	N	N	<u>N</u>	P	P	N	P	N	P	P	N	N	N
Changeable Copy (c)	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	PH
Illumination Internal	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Illumination External	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	PH
Neon (d)	N	N	N	N	<u>N</u>	P	P	N	P	P	P	P	P	N	N

298
 299 Notes to Table 3:

- 300 a. The INS column does not represent a zoning district. It applies to institutional uses
 301 permitted under the zoning code, in the RR, UR and RO zoning districts. Institutional is
 302 defined as an established organization or corporation of a public, nonprofit, or public
 303 safety/benefit nature, i.e., schools, churches, and hospitals.
- 304 b. Animated signs may not be neon or change colors or exceed three square feet in area.
- 305 c. Changeable copy signs must be wall- or pole-mounted, and may not be flashing.
- 306 d. Neon signs may not be flashing and may not exceed 32 square feet.
- 307 e. The PS column does not represent a zoning district. It applies to public signs permitted
 308 under the zoning code, in all zoning districts.

309
 310
 311 Section 4. HCC 21.10.020 Zoning District is hereby amended as follows:

312 a. The City is divided into zoning districts. Within each zoning district only uses and structures
 313 authorized by this title are allowed.

314
 315 b. The following zoning districts are hereby established:

Zone	Abbreviated Designation
Residential Office	RO
Rural Residential	RR
Urban Residential	UR
Central Business District	CBD
Town Center District	TCD
Gateway Business District	GBD
General Commercial 1	GC1
General Commercial 2	GC2
East End Mixed Use	EEMU
Marine Commercial	MC
Marine Industrial	MI
<u>Medical</u>	<u>M</u>
Open Space – Recreational	OSR
Conservation District	CO

316 c. The zoning district boundaries shall be as shown on the official Homer zoning map. [Ord.
317 12-10 § 2, 2012; Ord. 08-29, 2008].

318

319 Section 5. The Homer Zoning Map is amended to transfer the parcels listed on the attached
320 Exhibit A from RO zoning district to the M zoning district as shown on the attached Exhibit B.

321

322 Section 6. The City Planner is authorized to note on the Homer Zoning Map the amendments
323 enacted by this ordinance as required by Homer City Code 21.10.030(b).

324

325 Section 7. Sections 1-4 of this Ordinance are of a permanent nature and general character and
326 shall be included in the City Code. Section 5 is a non-Code ordinance of a permanent nature
327 and shall be noted in the ordinance history of Homer City Code 21.10.030.

328

329 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this XX day of XXX, 2020.

330 CITY OF HOMER

331

332

KEN CASTNER, MAYOR

333

334

335 ATTEST:

336

337

MELISSA JACOBSEN, MMC, CITY CLERK

339

340 YES:

341 NO:

342 ABSTAIN:

343 ABSENT:

344

345 First Reading:

346 Public Hearing:

347 Second Reading:

348 Effective Date:

349

350

351 Reviewed and approved as to form.

352

353

Robert Dumouchel, City Manager

Michael Gatti, City Attorney

355

356 Date: _____

Date: _____

**CITY OF HOMER
HOMER, ALASKA**

Smith

ORDINANCE 19-49

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA IMPOSING A TEMPORARY SIX-MONTH MORATORIUM ON APPLICATIONS FOR PROFESSIONAL OFFICES AND MEDICAL CLINICS IN THE RESIDENTIAL OFFICE DISTRICT AND DIRECTING THE PLANNING COMMISSION TO MAKE A RECOMMENDATION TO THE CITY COUNCIL FOR THE CREATION OF A MEDICAL DISTRICT IN THE VICINITY OF THE SOUTH PENINSULA HOSPITAL DURING THIS TIME FRAME.

WHEREAS, The 2018 Homer Comprehensive Plan Land Use Recommendations Map identifies areas in the Residential Office District south of the South Peninsula Hospital be considered for a future medical district; and

WHEREAS, The 2018 Homer Comprehensive Plan Land Use Chapter Goal 1, Objective B recommends updating the zoning map to reflect a desired pattern of growth; and

WHEREAS, Medical District planning is part of the Homer Planning Commission's current work list; and

WHEREAS, A moratorium on the permitting of professional office and medical clinics will allow the area under consideration for a medical district to remain consistent during the planning process; and

WHEREAS, The Planning Commission is directed to work with the neighborhood and produce a recommendation regarding the creation of a medical district by June 30, 2020.

NOW THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. That the uncodified law of the City of Homer is amended to include the following:

A moratorium of the permitting of professional offices and medical clinics for the area display in Attachment A shall be in effect until June 30, 2020.

Section 2: This ordinance is of a temporary nature and shall not be included in the City Code.

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ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER THIS __ DAY OF _____,
2019.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Katie Koester, City Manager

Michael Gatti, City Attorney

Date: _____

Date: _____



City of Homer

www.cityofhomer-ak.gov

Planning

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Staff Report PL 19-92

TO: Homer Advisory Planning Commission
FROM: Rick Abboud, City Planner
DATE: November 6, 2019
SUBJECT: Draft Ordinance 19-90 six-month moratorium on medical clinics and professional offices in the Residential Office District

Introduction

Councilman Smith introduced the ordinance to the City Council and recommended that the Planning Commission review and make a recommendation.

Analysis

Mr. Smith seems to be concerned that CUP applications in the area to be considered for a medical office zoning may hinder the Planning Commissions ability to make a proposal regarding formulating a recommendation for a medical district. While I do not have a memo from Councilman Smith, I do have an excerpt from the discussion of the subject at the October 14th City Council meeting.

Heath said We've seen an uptick in CUP's up there and he thinks its been high on the PC's list to get this done. He believes we need to give them an opportunity to consider that without any other CUP's presented that might slow that progress down. Its currently on hold because of another project that's being contested, all it takes is one more person to protest and it completely stops it. And so he thinks we're getting to the point that they need to be able to deliberate and holistically look at the development of that district, and it's something that's in the comp plan, and that they can do that fully and with their attention completely on that without any further distraction.

Caroline asked if PC has this on their radar and we're going to put a moratorium on cups is it legal? Gatti, yes legal and appropriate to refer to PC.

Currently, in the area of consideration for a medical district, we have had a decision on the appeal of the remand hearing of the medical clinic and the appellant has until November 15th to appeal to the Superior Court. In my opinion, it is extremely unlikely that this item will be appealed. This should allow the Planning Commission take up the subject of a medical district at their first meeting in December.

Moratoriums

Typically, a moratorium is used for one of two purposes. The first being when a local government is preparing a comprehensive plan or extensive amendment of land development codes and is trying to avoid a rush of applications that would be contrary to the proposed plan or regulations. It may also be used when there is an inadequacy or lack of capacity in public facilities to serve new development.

A defensible moratorium ordinance is expected to have several components that courts use to weight the proposal. The proposal is expected to be a response to a compelling need, typically a significant threat to public health, safety, or welfare. A qualified professional should determine threats. As an example, the City Engineer may determine that water and sewer are inadequate to serve anticipated development. The moratorium should be specific to purpose, area, and have an end date.

This proposal has several of the elements identified above, but does not meet all the criteria. It does have a specific end date and a clearly defined area of applicability. It is stated that the moratorium applies to professional offices and medical clinics, but it could be made more specific to avoid confusion. Professional office is a permitted use and medical clinic is a conditional use. The ordinance should call out the specific type of permit that is subject to moratorium. It is not clear if the proposal is to stop all permitting or that it may or may not apply to an approved CUP that has not received a zoning permit, such as the recently approved medical clinic.

Ideally, the most defensible argument for a moratorium would be found in the comprehensive plan. No planning documents of the City of Homer addresses the need for moratoriums in the planning process. A moratorium should forward a legitimate government purpose and not be arbitrary or capricious, as a moratorium is a suspension of established rights. I do not find that the threat of another professional office or medical clinic in the Residential Office District near the hospital is enough to upset the integrity of the district, process, or represents a significant threat to health, safety, or welfare.

Staff Recommendation

Due to the lack of support by the comprehensive plan, or a convincing statement of problem, or evidence cited by a professional that infrastructure is inadequate; I do not recommend that a moratorium be enacted. Discuss and make recommendation to the City Council.

Attachments

Draft ordinance with attachment

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

3 Planning

4 **ORDINANCE 19-xx**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
7 IMPOSING A TEMPORARY SIX-MONTH MORATORIUM ON
8 APPLICATIONS FOR PROFESSIONAL OFFICES AND MEDICAL
9 CLINICS IN THE RESIDENTIAL OFFICE DISTRICT AND DIRECTING
10 THE PLANNING COMMISSION TO MAKE A RECOMMENDATION TO
11 THE CITY COUNCIL FOR THE CREATION OF A MEDICAL DISTRICT
12 IN THE VICINITY OF THE SOUTH PENINSULA HOSPITAL DURING
13 THIS TIME FRAME.
14

15 WHEREAS, The 2018 Homer Comprehensive Plan Land Use Recommendations Map
16 identifies areas in the Residential Office District south of the South Peninsula Hospital be
17 considered for a future medical district; and
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19 WHEREAS, The 2018 Homer Comprehensive Plan Land Use Chapter Goal 1, Objective B
20 recommends updating the zoning map to reflect a desired pattern of growth; and
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22 WHEREAS, Medical District planning is part of the Homer Planning Commission's
23 current work list; and
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25 WHEREAS, A moratorium on the permitting of professional office and medical clinics
26 will allow the area under consideration for a medical district to remain consistent during the
27 planning process; and
28

29 WHEREAS, The Planning Commission is directed to work with the neighborhood and
30 produce a recommendation regarding the creation of a medical district by June 30, 2020.
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32 NOW THEREFORE, THE CITY OF HOMER ORDAINS:
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34 Section 1. That the uncodified law of the City of Homer is amended to include the
35 following:
36

37 A moratorium of the permitting of professional offices and medical clinics for the area display
38 in Attachment A shall be in effect until June 30, 2020.
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41 Section 2: This ordinance is of a temporary nature and shall not be included in the
42 City Code.

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ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER THIS __ DAY OF _____,
2019.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:
NO:
ABSTAIN:
ABSENT:
First Reading:
Public Hearing:
Second Reading:
Effective Date:

Reviewed and approved as to form:

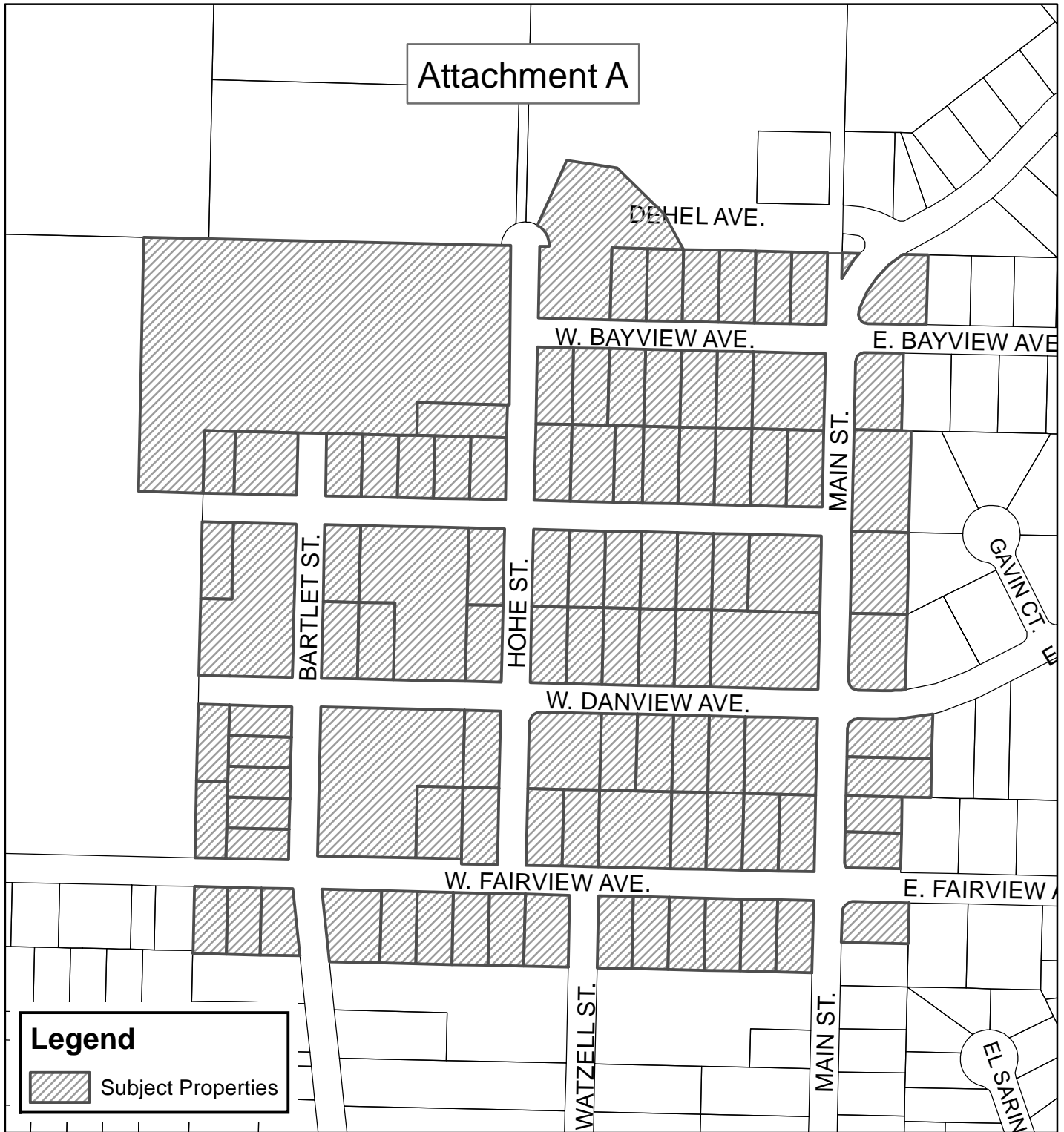
Katie Koester, City Manager

, City Attorney

Date:_____

Date:_____

Attachment A



City of Homer
Planning and Zoning Department

10/4/2019

Subject Area of Residential Office District Moratorium



*Disclaimer:
It is expressly understood the City of
Homer, its council, board,
departments, employees and agents are
not responsible for any errors or omissions
contained herein, or deductions, interpretations
or conclusions drawn therefrom.*

VOTE. YES. BENTZ, VENUTI, PETSKA - RUBLACAVA, HIGHLAND.
VOTE. NO. DAVIS.

Motion carried.

B. Staff Report 19-92, Draft Ordinance 19-49 to place a six-month moratorium on professional offices and medical clinics in the Residential Office District

Chair Venuti introduced the item by reading of the title into the record.

City Planner Abboud provided a summary of Staff Report 19-92 for the Commission stating that Council member Smith was present and could provide clarification. He noted his misunderstanding of the ordinance being brought forward.

Councilmember Smith provided information that this ordinance was brought forth to allow the Commission time to deliberate on how a medical district would be shaped without interruption. He stated that it is not meant to stop development only to allow the Commission time to complete the process without the possibility of applications or appeals. He further stated that it was to protect the process.

Chair Venuti opened the Public Hearing.

Scott Adams, city resident, stated that if the Commission approves the overlay of a medical district that they change the setback requirements noting the perceived diminishment of value to neighboring residences.

Chair Venuti closed the Public Hearing.

Commissioner Highland requested clarification on the six month moratorium stops applications for building from property owners in the district. She had concerns with stopping a property owner from going forward with a project acknowledging the delay caused by the appeals.

Councilmember Smith appreciated the Commissioners concerns but he wanted to assure the Commission unfettered discussion and proceed to conclusion noting that Mr. Abboud has stated that this is expected to be a fairly quick process and if that happens then the moratorium can be removed prior to the six month.

Councilmember Smith responding to Commissioner Highland's comment on "being unusual" noted that a moratorium was used when the issue of box stores came up in order to define how that building or improvements could be constructed. This is about allowing the Commission the opportunity to discuss the medical district before it is stopped.

Commissioner Bentz requested City Planner Abboud to outline the steps if the Commission does start this process of the medical district and someone submitted an application for a Conditional Use Permit, what basis or reason would the Commission stop their work on a Medical District.

City Planner Abboud provided the timeline for the application, and if an appeal was filed and if it was called into question on the very concept that the Commission was debating in creating a district may be determined by a judge as not proper.

Commissioner Bentz recounted work done on the Borough Planning Commission level recently.

City Planner Abboud was not sure an application would prevent the Commission from completing their work, he does not have a legal memorandum on this as yet.

Chair Venuti inquired if the moratorium would affect Conditional Use Permits issued.

City Planner Abboud stated that it would not and the ordinance can be cleaned up by Council to make that clearer.

Councilmember Smith assured Chari Venuti that it would not affect CUP's that have been issued but would stop any new CUP's.

Chair Venuti expressed concern regarding placing the moratorium.

Councilmember Smith responded that by being proactive and with the assurance of City Planner Abboud that this will be a fairly quick process, comments he has received by parties that said they will appeal it if it happens he believes that this will allow the Commission a window of time. He is erring to the side of caution and clear table to get this done.

Commissioner Highland stated that they could recommend a change to the ordinance that language to reflect imposing a moratorium up to six months.

City Planner Abboud agreed with that amendment would provide clarification.

Commissioner Bentz commented that dependent on how time sensitive this is, if they were considering working on the Medical District in December, her inclination was to postpone voting on the ordinance until the amendments could be written into the ordinance, such as the one just recommended by Commissioner Highland, but also clarification on if the CUP process and Medical District planning process is decoupled and doesn't affect each other that is one reason not to have a moratorium but if there is a reason that having a CUP or appeal process while they are planning the Medical District she would like to have legal justification.

Councilmember Smith responded that planning the Medical District was postponed due to the appeals that were filed at the recommendation of the City Attorney, City Planner Abboud can attest to this, due to the ramifications that may counter the work done by the Commission. He is trying to avoid that for the Commission.

Commissioner Bentz requested follow-up asking about the current appeal.

City Planner Abboud recommended that due to the tight time constraints he suggested forwarding recommendations to the Council and let them make the changes there.

Commissioner Highland believed that the Medical District will create some controversy and does not know the length of time that will take but does a resident have the ability to go to an attorney and stop the Commission from working on this.

City Planner Abboud responded that if someone had the means and wherewithal they could seek an attorney's opinion, he could not comment on what action would result from that.

Chair Venuti requested a motion seeing no further comments or questions.

BENTZ/DAVIS MOVED TO FORWARD A RECOMMENDATION OF SUPPORT FOR ORDINANCE 19-XX ESTABLISHING A SIX MONTH MORATORIUM ON APPLICATIONS FOR PROFESSIONAL OFFICES AND MEDICAL CLINICS IN THE RESIDENTIAL OFFICE DISTRICT WITH THE FOLLOWING AMENDMENTS:

1. TO CLARIFY THE SPECIFIC TYPE OF PERMIT THAT IS SUBJECT TO THE MORATORIUM
2. TO STOP ALL PERMITTING IN THE RESIDENTIAL OFFICE DISTRICT
3. DOES NOT APPLY ALREADY APPROVED PERMITS THAT HAVE NOT RECEIVED A ZONING PERMIT
4. AMEND THE TIME UP TO SIX MONTHS AS THE PLANNING COMMISSION REQUIRES

Commissioner Highland questioned stopping all permitting in the residential office district.

City Planner Abboud noted that the language should reflect "conditional use." It specifically excludes zoning permits.

Commissioner Davis requested clarification on applications would still be allowed.

City Planner Abboud responded that they would be subject to the moratorium there would be no action on them.

BENTZ/HIGHLAND – MOVED TO AMEND THE LANGUAGE IN THE SECOND RECOMMENDATION TO STOP ALL CONDITIONAL USE PERMITTING APPLICATIONS NOT ALREADY UNDERWAY IN THE RESIDENTIAL OFFICE DISTRICT.

There was discussion on zoning permits would still be allowed, up to six months would allow them to start processing applications after six months would require legal input, clarification on not including professional offices in the motion.

VOTE. (Amendment). NO. HIGHLAND, PETSKA-RUBALCAVA, BENTZ, DAVIS, VENUTI

Motion failed.

Commissioner Bentz recounted the Commission action since her motion and asked Commissioner Rubalcava if she would like to make the next motion.

PETSKA-RUBALCAVA/BENTZ MOVED TO AMEND THE MOTION TO REMOVE FROM LANGUAGE THE WORDS PROFESSIONAL OFFICES.

There was no discussion.

VOTE. (Amendment). NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Commissioner Highland then requested clarification on the need to amend the motion to change all permitting.

HIGHLAND/BENTZ - MOVED TO AMEND THE LANGUAGE TO STOP ALL CONDITIONAL USE PERMITTING APPLICATIONS NOT ALREADY UNDERWAY IN THE RESIDENTIAL OFFICE DISTRICT

Commissioner Bentz stated for the record that this was the motion that was voted down previously and called for unanimous consent.

VOTE. (Amendment). NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Commissioner Bentz recommended forwarding this ordinance to Council with recommendation to consult with the City Attorney.

VOTE. (Main Motion as Amended). YES. DAVIS, HIGHLAND, BENTZ, PETSKA-RUBALCAVA.
VOTE. NO. VENUTI.

Motion carried.

Chair Venuti called for a recess at 7:52 p.m. The meeting was called back to order at 7:58 p.m.



City of Homer

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Staff Report PL 19-98

TO: Homer Advisory Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Deputy City Planner
DATE: December 4, 2019
SUBJECT: Medical District

Introduction

During the 2018 Comprehensive Plan Update, it was recognized that the area around the South Peninsula Hospital is changing. In the past year or so, three new conditional use permits have been granted for varying sizes of medical clinic. One large clinic in particular garnered a lot of public comments and an appeal. In light of increasing development and citizen concerns expressed over the last year, now is a good time to consider future development of this area.

Note: At Monday's Council meeting (11/25/19), Council adopted a moratorium on certain development. Several amendments were made at the meeting, so staff didn't have a final version to include in this packet. It will be provided at the meeting.

Initial Project Outline and Timeframes

Task 1: Problem/Concern identification (December, early January)

Task 2: Scoping and task break down, identify rough geographic area (January)

Task 3: Probable solutions to identified problems (by Feb 5th meeting)

Task 4: Public participation in mid/late February, seeking input on the identified problems and possible solutions. (Area mail out, schedule a meeting, website information)

As always, these timeframes could shift based on work load, but the department goal is to make good progress. Ideally this project will be substantially complete in June, with recommendations forwarded to Council for possible action. The ordinance adopted by Council includes a similar timeframe for completion.

Goal for December meeting: Brainstorm or come up with a list of Commission concerns with development in the Fairview to South Peninsula Hospital, Bartlett to Hohe, and Main Street areas. Staff has provided a list of their thoughts below, as well as written comment from area resident Rob Lund. Some of our collective ideas may not be strict zoning code concerns. For December, the goal is to identify the concerns. In January we will work together to narrow the

scope of work to things zoning can accomplish, and identify public or private means that could address non-zoning concerns.

Requested action for this meeting:

1. Look at the map for the current boundary
2. Visit the area before the meeting. Staff encourages Commissioners to visit on several different days, and time of day (light/dark), walking/biking/driving...
3. Bring your observations to the meeting to share with fellow Commissioners and staff. What is working? What is not? What concerns do you have?

Staff identified these topics when reviewing existing zoning code:

- Landscaping requirements – do we need better rules?
- General screening requirements– dumpsters, parking lots
- Concerns of immediately adjacent residential uses – i.e. should commercial uses have fences/screening?
- Parking lot lighting standards – what are they and do we need more specific rules?
- Parking lots as a land use without a structure - should this be an allowed use?
- Bulk scale density guidelines... architecture? Open space requirements?
- Code discrimination of medical clinics vs any other type of professional office for a CUP.

Paraphrasing of Mr. Lund’s comments (follows his comments on page 7 (appendix 1 of his submittal))

- Need a larger public notification area for CUP’s, beyond the 300 feet currently required
- Preservation for green areas, wildlife habitat, and increased landscaping standards for preservation or restoration of natural vegetation at building sites
- Consider rezoning the RO district west of Hohe as a medical district
- Consider rezoning the remaining area east of Hohe to Urban Residential
- Consider traffic impacts and traffic calming on Main St and adjacent residential streets
- Preserve the viability of South Peninsula Hospital

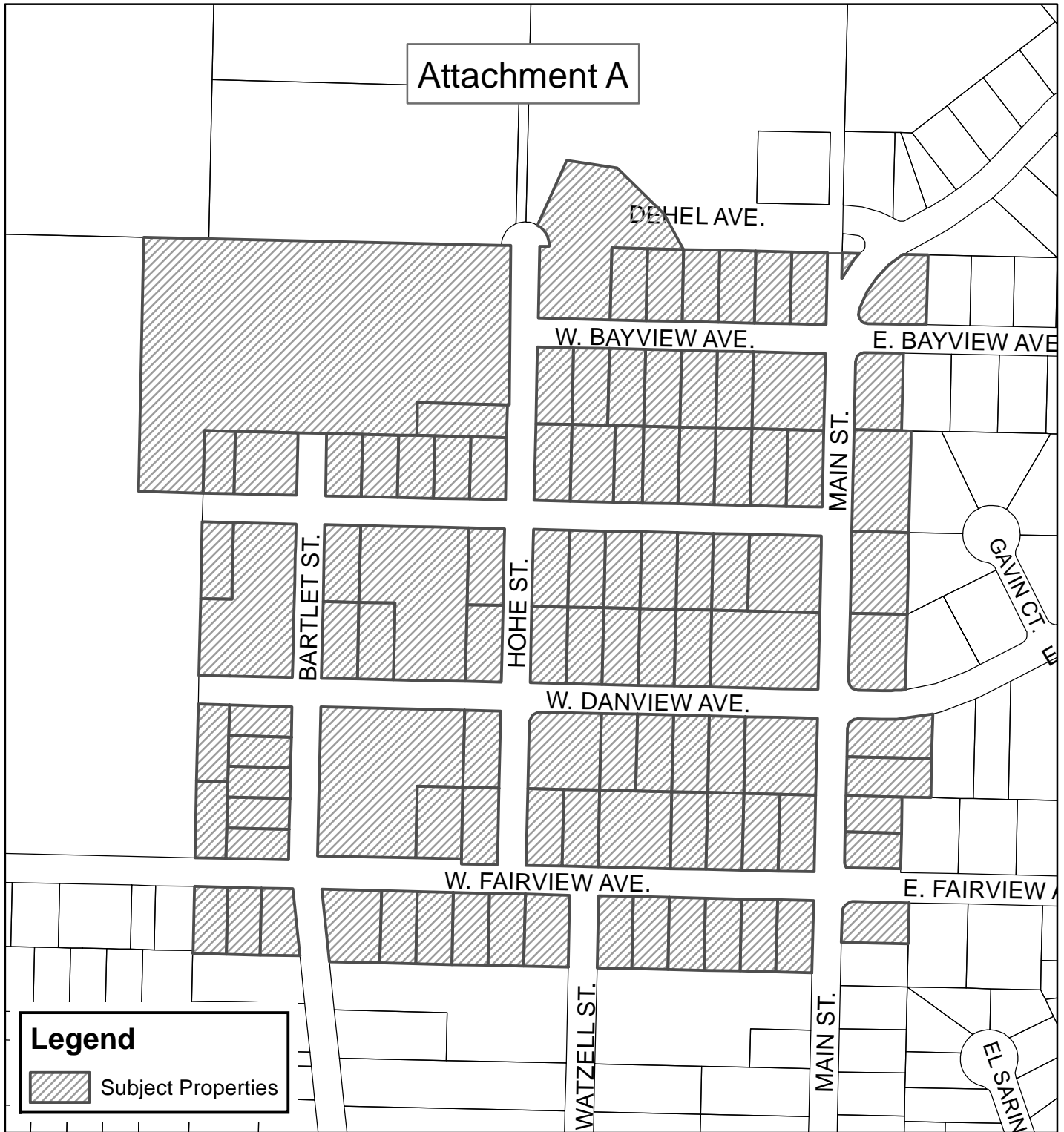
Next steps:

When we have a list of identified topics, staff and the Commission may need to narrow the scope of the conversation, or break it into tasks. When we have a handle on the scope, we will work on public outreach.

Attachments

1. Area Map – Attachment A from moratorium ordinance
2. Letter from Rob Lund, November 2019

Attachment A



Legend

 Subject Properties



City of Homer
Planning and Zoning Department

10/4/2019

Subject Area of Residential Office District Moratorium

0 250 500 Feet

125



*Disclaimer:
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Homer, its council, board,
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not responsible for any errors or omissions
contained herein, or deductions, interpretations
or conclusions drawn therefrom.*

Rob Lund
4178 Hohe St.
Homer
235-3608
November, 2019

Homer City Council,
Homer Advisory Planning Commission

Dear Members of the City Council and the Planning Commission:

In the fall of 2018, I submitted a notice of appeal in response to the Homer Advisory Planning Commission's approval of CUP 18-09. CUP 18-09 was issued in September, 2018, for the construction of a 20,000 square foot medical center with parking space for 86 vehicles at 267 Cityview. The project required a conditional use permit for two reasons—the building exceeded the 8,000 square foot limit for buildings in areas zoned Residential Office, and it was for a purpose, a medical center, which also required a conditional use permit. Due to its size, its conflict with the residential character of the neighborhood and its potential for generating disruptive if not dangerous traffic on the residential streets adjacent to the project, I felt development of this sort was inappropriate in this primarily residential area where the development was proposed, so I appealed the granting of CUP 18-09.

The appeal process culminated in a hearing before Judge Christopher Kennedy of the Office of Administrative Hearings. Judge Kennedy ruled that the Planning Commission revisit their approval of CUP 18-09. In response to the hearing officer's remanding the application to the Planning Commission, a meeting of the Commission was scheduled for June 5, 2019, to reconsider this issue. The Planning Commission made some changes in their findings regarding CUP 18-09 and granted CUP 19-01, which allowed the project at 267 Cityview to proceed. I appealed CUP 19-01; the appeal was again assigned to the Office of Administrative Hearings for a hearing, and, ultimately, in October of 2019, the second appeal was denied. Currently the status of the project at 267 Cityview seems to be undecided.

A brief review of the recent history of development in the area around my home on Hohe Street is in order. Shortly before the hearing officer's decision on the appeal of CUP 19-01 was released, I noticed that contractors were clearing land on West Fairview Avenue. This project is for a clinic being built by Todd Boling after the Planning Commission had issued CUP 18-14. Also on May 6 of this year, I received a public hearing notice on CUP 19-05, which would allow the construction of 3200 square foot aquatic physical therapy building on the northeast corner of Hohe Street and West Fairview Avenue. These two projects, in addition to the one at 267 Cityview, are part of a pattern of development in the area surrounding South Peninsula Hospital that has substantial and far-reaching consequences not only for the immediate area, but also for the entire City of Homer.

In my oral arguments before the hearing officer, I brought up what I feel is a very significant issue concerning development in the residential office zone where I live and where the three developments I mentioned in the previous paragraph are located. That issue is a process of development characterized by a lack of formal definitions, guidance, explicit policies, public scrutiny and deliberation; it is a pervasive and continuing transformation of the neighborhood that I have identified as “rezoning by conditional use permit.” Instead of facing this process of change by crafting informed decisions concerning its nature, limits, appropriate usages, boundaries and other characteristics that are inherent in thoughtful, effective zoning and planning decisions, the planning department and the Planning commission have allowed development to proceed with no apparent guidance or overall strategy. The result has been a gradual erosion of the residential character of the neighborhood in which the landscape has changed and non-residential development has encroached on and, in some areas, nearly obliterated the residential usage that prevailed in years past.

Nearly thirty years ago when my wife and I bought our home at 4178 Hohe St., the area was very different from what it is today. There were fewer buildings of any sort, residential or commercial. The two major medical developments, South Peninsula Hospital and Homer Medical Center (then Homer Medical Clinic), were much smaller than they are now. Kachemak Bay Professional building (i.e. Kachemak Bay Medical Clinic) didn’t exist at the time; the project area at 267 Cityview was a healthy stand of spruce trees, habitat for birds and other wildlife and a calving area for moose. Large, mature spruce trees were common in the area, and many currently developed lots were covered by thriving forest. Over the years, lot by lot, change crept into the neighborhood: Trees were felled; lots were clear-cut; birds and wildlife became less common, and finally, they have nearly vanished. Much of the most dramatic change has been to the west of Hohe Street, where development has been focused on expanding existing medical facilities and building new ones, a process that has culminated in the proposed medical center at 267 Cityview. To the east of Hohe Street, most of the new construction has been residential, but in the spring of 2019, the two new projects for clinics, mentioned previously, have been approved in this primarily residential area, and a new clear-cut has taken a further toll on the area’s remaining forest.

In his decision, Judge Kennedy identified this issue as “potentially a serious concern.” “As one CUP after another is approved, the area gradually loses its mixed-use character and becomes a medical district, but the change occurs without the broader review and public process that would come with formal rezoning.”¹ Judge Kennedy stated that he was unable to address this issue in his decision because I had not included the matter in my brief, and therefore it was not part of the

¹ This quote is taken from Judge Kennedy’s Decision on Remand. The entire text of his remarks on this issue are:

“In his oral argument, Mr. Lund articulated a more global concept of his appeal than the item-by-item approach he had taken in briefing. He suggested that the Planning Commission is engaging in de-facto rezoning –by-CUP. As one CUP after another is approved, the area gradually loses its mixed use character and becomes a hospital district, but the change occurs without the broader review and public process that would come with formal re-zoning.

“This is a potentially serious concern. However Mr. Lund did not raise this as a formal point on appeal, and he did not brief it. This meant that other parties were not on notice that it would be argued. It therefore cannot be considered here.”

record on appeal. I was guilty of this oversight because, in the rush and urgency of writing a cogent brief in the timeframe required by the appeal process, I failed to see the full implications of the changes taking place in this neighborhood. Thus, one of my primary goals in writing this letter is to raise this issue for your consideration and hopefully guide your thinking and decisions with input from a resident of the area who has watched it change for almost three decades.

Judge Kennedy's refusal to address the problem of rezoning by CUP was rather disappointing, but I was somewhat encouraged by rumors that the planning department and the Planning Commission are in fact considering the zoning status of the area around South Peninsula Hospital, an issue that is now being considered by the City Council. This is an issue that is mentioned in the current Comprehensive Plan and one that contemplates a change in the area that is necessary for Homer's growth and for thoughtful management of the community's health care needs. I fully endorse efforts to deal with the currently informally regulated expansion of health care facilities in the area surrounding the hospital, and in the following paragraphs, I would like to offer some suggestions on how the City of Homer might proceed.

To begin, I would like to urge the City to be completely transparent in its deliberation and to keep the public fully informed and fully involved in the planning and decision making process. This represents a bold and dramatic step in a new direction, one that will affect not only the local residents, but the entire town and many of the people who live on the Kenai Peninsula. Numerous consequences of a new zoning category and district come to mind, some of them beneficial to our community, some potentially harmful. For example: What will the impact be on South Peninsula Hospital? It is an excellent, award winning health care facility in which the people in its service area have invested considerable time, treasure and energy. It is a major employer in Homer (around 450 people work at SPH) and we depend on it for quality health care both at a technological level and as an attractor of a small army of outstanding health care professionals and specialists that were unheard when my wife and I moved into the area and were unimaginable when I was growing up in Kodiak in territorial days. South Peninsula Hospital is a priceless asset to the community—it should be protected and nurtured: We cannot afford to take it for granted.

Another aspect of creating a medical district is the potential unintended consequences of this change. Homer and the service area of South Peninsula Hospital are vitally dependent on the health care provided by SPH—any developments that would diminish the hospital's ability to function at its current level could be disastrous to the welfare of the community. Could something of the sort happen? It is in fact possible. It has happened elsewhere. It seems unlikely that it is possible to craft zoning regulations that would directly protect South Peninsula Hospital; however, I think it would serve the City and the community well to be conscious of the vulnerability of a small market (like health care in Homer, Alaska) to powerful, well financed interests from outside the community. Please refer to appendix IV for further elaboration.

Another trend that is apparent in the area around the hospital is the loss of natural vegetation and wildlife habitat as new development scalps the area one lot at a time. Despite the fact that there is no apparent requirement in the City Code that provides for the preservation of natural areas in Residential Office districts, the unintended consequences of the failure to make such provision diminish the appeal of this district and are probably contrary to the interests of the residents.

Furthermore it seems that these changes have an uneasy relationship with the Homer Comprehensive Plan. The current edition of the Plan (specifically the map on page A-10) identifies the area around South Peninsula Hospital as being a “medical district,” without offering any specifics such as boundaries and defined zoning rules. Elsewhere the Plan also extolls the virtues and benefits of Homer’s natural environment as well as affirming the friendly relationship between the City and its citizens and the plant and animal communities that share the area. In considering these parts of the Plan, a couple of questions arise: If the area around the hospital is indeed a medical district, why is it that the district is not formally declared as such, and new zoning for medical development not adopted? Presumably this would include clearly defining the types of development allowable in the new district, building standards, acceptable traffic volumes, boundaries for the new district and other issues, all of which will impact not just the neighborhood, not just the City but the entire area that South Peninsula Hospital serves. If we are to share our city with native plants and animals, why is the effect of current development so hostile to the dwindling stands of forest and to the animals who rely on that habitat for food and shelter? And finally, does development of this type contribute to the traditional ambience of Homer and to the sort of environment that much of the public likely prefers?

Only a couple of years ago in the area around my home there were healthy stands of spruce and alder that provided homes for birds and other creatures, shelter from winter winds, calving areas for moose and healthy topsoil and plant communities that controlled surface water and snow melt. Now those places compose a noticeably smaller portion of the area, and the satisfaction that many of the residents experience from living in harmony with the plants and animals that share our environment is a poignant loss. It is evident that contractors are often over-zealous in their efforts to clear a lot for subsequent construction activities, and in the process of removing trees that interfere with the planned building, they also remove vegetation that would not obstruct the builder’s work. Frequently this style of site preparation involves removing trees that are protecting steep slopes, serving as windbreaks, visual screens and performing other useful functions. It seems likely that the criteria for granting building and conditional use permits should also include a review and acceptance or rejection of a plan for the preservation, removal and/or restoration of existing vegetation.

Indiscriminately clearcutting a new development simplifies the work and lowers the costs faced by developers and contractors, but that approach is not in the best interests of residents and the environment. The Comprehensive Plan stresses development that preserves the natural areas in Homer and supports the City’s status as a home for native plants and animals as well as humans and the commercial activities that they establish.² It behooves planners to keep developers and contractors on a short leash, which would include due respect for native vegetation, birds and other animals and require them to provide for ample green areas as well as encouraging the retention of as much of the original vegetation as is practical. What this means is that the preservation natural areas should be included in new zoning and provision to replace vegetation lost in existing zoning should be required.

After completing and submitting my brief, I finally understood the pattern of change that is taking place in our neighborhood: The area *is* being rezoned, but the process is not being

² Please refer to Appendix II for specific references to the Homer Comprehensive Plan.

conducted by formal action and declared intentions. It is not available for public review and discussion, and in fact it is hardly apparent to the public at large. The only members of the public who are officially notified of these gradual changes are those who live in close proximity (300 feet) to a new development, despite the fact that the process of development, i.e. the continuing impact of numerous developments, affects the entire neighborhood and, ultimately, the entire city. This process of rezoning by conditional use permit seems to violate the spirit, if not the letter, of the Homer Comprehensive Plan and of the residential-office zoning of the neighborhood, and it is fundamentally undemocratic and disingenuous. It needs to stop, and instead of the current informal policy of rezoning by CUP, the City, the Planning Commission and the people of Homer should confront the process with carefully reasoned zoning rules, boundaries and public input. If a new zoning district for a medical district be required and accepted by the majority, then it should be recognized in the City Code and the Plan, and both the current and the new zoning districts be respected by appropriate development.

Thus I would like to offer some suggestions for the future of the area. First, I urge the Commission and the Planning Department to declare a moratorium on conditional use permits for non-residential development in the area until the issue of new zoning for medical development be addressed formally and publicly.

Second, notification for new developments requiring conditional use permits should be sent to all the residents of the district, not just the ones owning property within 300 feet of the project.

Third, I urge the Commission and Planning Department to reconsider the preservation of green areas and wildlife habitat in the area—if the current process continues unchecked, the neighborhood will be denuded of virtually all natural vegetation and wildlife habitat, an outcome that most residents probably oppose.

Fourth, building permits should be issued or denied on whether or not they conform to high standards for the preservation and/or restoration of existing vegetation.

Fifth, if a new medical zoning district be defined, I urge the Commission and the Planning Department to establish the west side of Hohe Street as the eastern boundary of the new district.

Sixth, if a new medical district is defined, I urge the City to rezone the Residential Office area to the east of Hohe Street as Urban Residential, thus protecting this predominately residential area from further encroachment by medical centers and other commercial development.

Seventh, increased traffic from the new medical district has the potential to severely impact the neighboring residential areas. The streets to the east of Hohe Street are heavily used by pedestrians, joggers, children at play, loose pets, people walking their dogs, cyclists and others using residential streets as extensions of their homes and transportation corridors to other areas. West Danview Avenue is a salient example of the way some of the residential streets are used by children, pedestrians and others. Currently the speed limit on West Danview is 25 mph. Given the number of children that use this street for recreation, this is too fast—the speed limit on West Danview between Hohe Street and Main Street should be reduced to 15 mph. These residential streets are typically without sidewalks, painted crosswalks identified by standard signs, signage

warning motorists of children and pedestrians, and adequate street lighting. This is probably OK if traffic continues to be light, serving only the residential areas. If the traffic impacts increase due to developments like the one proposed at 267 Cityview, innocent people, especially children, and pets will be put in substantial jeopardy.

A particularly egregious example of a street that is apparently in violation of the City street design standards is Main Street north of Pioneer. Fifteen years ago, Main was identified in the STIP as needing substantial upgrade—since then, nothing has changed³. Main is a major collector, a primary transportation corridor linking the residential areas north of Pioneer to the business district along Pioneer and to the south. A primary collector is required to have shoulders on both sides of the street, which Main Street lacks. It has no sidewalks, and there are few street lights. However, substantial numbers of people walk along both sides of Main travelling to and from the main parts of town. Most people wear dark clothing, frequently they walk with their backs to the traffic, often while talking on cell phones. The narrow shoulders, lack of sidewalks and snow and ice berms force them to walk in the traffic lanes.... Main Street is almost certainly the scene of a serious accident waiting to happen. It is not hard to imagine that that accident would be accompanied by a lawsuit that the City would very much prefer to avoid.

Finally, several individuals have presented cogent arguments related to CUP 18-09 concerning the impact of some types of medical development on our existing health care facilities. Certain medical uses, surgical centers, for example, could jeopardize the financial health of South Peninsula Hospital. Requirements for certificates of need are supposed to protect crucial health care facilities from unhealthy competition, but according to knowledgeable parties, it is easy to circumvent these requirements and threaten the welfare of institutions upon which the community depends. Therefore, I urge the City to carefully consider the unintended consequences of its decisions and ensure that South Peninsula Hospital and other key health care facilities enjoy unimpeded revenue streams and can continue to provide the community with the excellent service that we currently rely on.

³ Please refer to Appendix III for details about Main Street as noted in the *Homer Non Motorized Transportation and Trails Plan*, 2004.

Appendix I

Summary of Recommendations

- 1. **MORATORIUM:** Conditional use permits for non-residential development in the Residential Office zone around South Peninsula Hospital should not be granted until the issue of new zoning for medical development be addressed formally and publicly.
- 2. **NOTIFICATION OF PROPERTY OWNERS:** When a CUP is issued, all property owners in the district should be notified, not just those within 300 feet of the project.
- 3. **PRESERVATION OF GREEN AREAS AND WILDLIFE HABITAT:** Existing natural vegetation should be preserved wherever possible in future developments, and efforts should be made to restore vegetation that was lost in past developments.
- 4. **BUILDING PERMITS:** Building permits should be granted only if they include a plan that conforms to the highest standards for the preservation and/or restoration of natural vegetation at the building site.
- 5. **REZONING—MEDICAL DISTRICT BOUNDARY:** If the area around South Peninsula Hospital is rezoned as a medical district, the west side of Hohe Street should be established as the eastern boundary of the new district.
- 6. **REZONING—RO DISTRICT EAST OF HOHE STREET:** If a new medical district is defined, the City should rezone the Residential Office area to the east of Hohe Street as Urban Residential, thus protecting this predominately residential area from further encroachment by medical centers and other commercial development.
- 7. **POTENTIAL FUTURE TRAFFIC IMPACTS:** Main Street and adjacent residential streets need warning signage, sidewalks, speed limit changes and other features to protect non-motorized users of the streets from traffic hazards.
- 8. **PRESERVATION OF THE VIABILITY OF SOUTH PENINSULA HOSPITAL:** South Peninsula Hospital is a vital health care facility whose viability and standards of excellence should not be jeopardized by future developments in the area.

Appendix II

References to the Homer Comprehensive Plan

Development in Homer should conform to the Homer City Code and to the Homer Comprehensive Plan. Immediately following, in italics, are two passages from the Comprehensive Plan. The first is from Chapter 4, Land Use, p. 4-4 and p. 4-5; the second is from Chapter 5, Transportation, p. 5-7 and p. 5-8.

Chapter 4, Land Use:

Goals & Objectives for Land Use

Goal 1: Guide Homer's growth with a focus on increasing the supply and diversity of housing, protect community character, encouraging infill, and helping minimize global impacts including limiting greenhouse gas emissions.

Objective B: Develop clear and well-defined land use regulations and update the zoning map in support of the desired pattern of growth. The Comprehensive Plan Land Use Recommendations Map establishes the location and intent of proposed land use districts, but does not address the standards needed to guide development. Implementation Strategies

- Revise zoning map
- Encourage preservation of natural system infrastructures
- Review density objectives
- Review appropriate design standards

Objective C: Maintain high quality residential neighborhoods; promote housing choice by supporting a variety of dwelling options.

Diverse, high-quality residential neighborhoods are crucial to the stability and economic health of Homer. Growth puts pressure on housing prices as land prices increase.

Neighborhoods established decades ago with large lots face pressure as some landowners create subdivisions with smaller lots, while others would like to preserve the established neighborhood character. Housing choice is crucial to accommodate future growth as the dominant single family large lot developments clearly won't be able to meet future demand in quantity or price. Implementation Strategies

- Review code for opportunities for appropriate infill
- Support options for affordable housing

Chapter 5, Transportation:

Goals and Objectives for Transportation

GOAL 3:

Homer's transportation system and services should be developed in a manner that supports community land use, design and social goals. Homer has expressed a consistent opinion as to how the city should grow and the "look and feel" that residents want for the community. Key desires include a more focused and walkable downtown, a more walkable and bike-able community, and the development of an attractive community that mirrors the natural beauty of Homer's setting. The community roadway system is an important component of Homer's development and plays an important role in whether the community's goals will be realized. In general, all of the pedestrian improvements noted in other adopted plans and included in this plan will benefit children, the elderly, and citizens with disabilities. Homer remains a desirable location for retirement living. As the population over 65 years of age continues to grow, consideration of the transportation needs of the aging population continues to be important. Without linked sidewalks, trails, crosswalks, and pedestrian ways, it is often difficult for seniors to navigate on foot and often impossible for those with disabilities that require a wheel chair. Additionally, there is a need for community transit type services to serve less mobile populations, such as seniors and residents with disabilities.

Objective A:

The trail and sidewalk network should provide an alternative to driving, enhanced recreational opportunities, and support auto-free transportation throughout the community. The 2004 Homer Non-Motorized Transportation and Trail Plan provides a comprehensive examination of walkability and bike-ability in Homer. The plan reveals a limited number of comfortable pedestrian routes and public concern over the lack of safe places to walk. A combination of increasing traffic on through-routes, limited sidewalks, and unconnected, low-traffic-volume streets has contributed to the shortage of comfortable pedestrian routes. In a small community, it is reasonable to expect substantial non-motorized travel if the trails and sidewalks are in place to support walkers and bikers. The plan suggests a number of improvements to make Homer more walkable and bike friendly.

Implementation Strategies

- Encourage alternate transportation

Objective B:

City street design standards and cross sections should be bicycle and pedestrian friendly, and include provisions for the elderly, citizens with disabilities, and safe walking routes for children.

As quoted above on page 2 “...it is necessary examine the direction and nature of these changes, specifically how do they conform (or fail to conform) to the principles outlined in the Homer Comprehensive Plan?” With reference to the passages from the Homer Comprehensive Plan, quoted above, Goal 1:

“Guide Homer’s growth with a focus on increasing the supply and diversity of housing, protect community character, encouraging infill....”

It is plain that the continuing process of rezoning by conditional use permit is decreasing the supply and diversity of housing as it buys and re-purposes existing residential buildings or uses undeveloped land for clinical uses rather than residential. Examples of the former are found in several formerly residential buildings on Bartlett that are now used for clinical purposes. Examples of the latter are the project at 267 Cityview and a medical clinic on West Fairview that is currently in the process of construction. Explaining how this creeping transformation of the neighborhood is failing to protect community character is hardly necessary—that is no less than its very nature. The development at 267 Cityview—this substantial portion of a city block—is the proposed home for a single medical center and a huge, 86 vehicle parking area. Absent is any of the original forest and animal habitat. If it had been developed for residential use, the same area could have contained at least five residential lots with perhaps as many as fifteen or twenty family units while retaining at least some of the original vegetation.

Objective B under Goal 1 begins with the following sentence:

“Develop clear and well-defined land use regulations and update the zoning map in support of the desired pattern of growth.”

This seems to be an unambiguous statement in opposition to the rezoning by CUP that currently prevails there. Development in the neighborhood of South Peninsula Hospital hardly seems to be in keeping with the principles expressed in Objective B.

It is appropriate to refer to two of the implementation strategies listed under Objective B, namely:

- “•Revise zoning map*
- Encourage preservation of natural system infrastructures”*

Revision of the zoning map, versus what has occurred here, is an often repeated theme in the Comprehensive Plan. Also, the encouragement of natural system infrastructures was certainly not in evidence when the work at 267 Cityview removed all of the natural vegetation and topsoil, which had previously served as a buffer for rainfall and snow melt, and replaced it with several feet of compacted gravel, which is a pattern followed in most similar developments.

Objective C under Goal 1 states:

“Maintain high quality residential neighborhoods; promote housing choice by supporting a variety of dwelling options.”

Again, the process of development in the area being discussed is characterized by the disappearance of a high quality residential neighborhood in favor of medical uses and diminishing housing choices and a more limited variety of dwelling options. None of this follows the implementation strategy that calls for supporting options for affordable housing.

Chapter 5 of the Comprehensive Plan addresses transportation issues; it has quite a bit to say about pedestrians, children, cyclists and other non motorized uses of the streets and sidewalks. Goal 3, Chapter 5, expresses this very well:

“Homer has expressed a consistent opinion... that residents [desire]... a more walkable and bike-able community, and the development of an attractive community that mirrors the natural beauty of Homer’s setting.”

The residential areas east of Hohe certainly represent the attainment of this goal; however, if one shifts one’s attention to the recent development that has taken place on Bartlett north of West Fairview, one sees that the land use is telling a different story. That story is one of former residential areas and patches of natural vegetation that have been replaced by clinics and supporting businesses, parking lots, expanses of asphalt and compacted gravel. This is the land use that is already migrating across Hohe, the land use that is endorsed by the City’s granting of conditional use permits.

Goal 3, Chapter 5, goes on to remark:

“In general, all of the pedestrian improvements noted in other adopted plans and included in this plan will benefit children, the elderly, and citizens with disabilities.”

This is exactly the situation that currently prevails on West Danview and many other residential streets in the neighborhood, and it is exactly the situation that this appeal and this brief are attempting to protect.

The following passage from Objective A under Goal 3, Chapter 5, indicates an ongoing problem, one that has been recognized for fifteen years and is being exacerbated by current development trends:

“The 2004 Homer Non-Motorized Transportation and Trail Plan provides a comprehensive examination of walkability and bike-ability in Homer. The plan reveals a limited number of comfortable pedestrian routes and public concern over the lack of safe places to walk. A combination of increasing traffic on through-routes, limited sidewalks, and unconnected, low-traffic-volume streets has contributed to the shortage of comfortable pedestrian routes.”

Finally Objective B points toward the desired direction for development. It is particularly germane in the context of Main Street, but it speaks to all areas of Homer, not the least of which is that part of the city in the vicinity of South Peninsula Hospital.

“City street design standards and cross sections should be bicycle and pedestrian friendly, and include provisions for the elderly, citizens with disabilities, and safe walking routes for children.”

The text of the Comprehensive Plan documents Homer’s aspiration to greatness. The reality of development and the neglect of streets like Main street demonstrate how difficult it is to attain. Fortunately greatness is within reach, but it requires effort, courage and commitment to achieve it. Catering to expediency or unwillingness to do the hard work are unworthy of the City and its residents. The residents are entitled to expect that the goals of Homer Comprehensive Plan will be respected, and the important issues of streets and pedestrian friendly areas will not be ignored.

Appendix III

Recommendations for Main Street,

Homer Non Motorized Transportation and Trails Plan, 2004

Main Street north of Pioneer is a problem area. Being a collector of traffic from the residential areas, particularly to the north and east, Main Street already has a fairly large volume of traffic. Furthermore, Main is not well equipped to handle even the existing traffic—it is very poorly served with street lights; pedestrian/bicycle paths are very narrow, and ice and snow berms in the winter restrict the meager walkways and increase pedestrian hazards while simultaneously forcing pedestrians and bikes out into the traffic lanes. In short, Main Street is also an accident waiting to happen, and this situation can only get worse if commercial traffic from a medical district the west is directed to Main.

Main Street is identified as a major collector as is Pioneer. In the Alaska Department of Transportation's document, State of Alaska Road and Trail STIP Needs for Homer, Main was identified as having annual average daily traffic of 2,770 vehicles; Pioneer was identified as having daily traffic of 7,300 vehicles. Bartlett, a minor collector, had 1,270 vehicles (from table 1-8, State of Alaska Road and Trail STIP Needs for Homer). Predicted increases for the summer of 2021 are given in table 1-9 (*ibid.*) only for Pioneer and Bartlett; they are, respectively, 13,428 and 3,683. This indicates a 184% increase for the major collector, and a 290% increase for the minor collector. Extrapolating to Main Street, it can be expected to see the traffic to increase by a large amount; this increase could range between 5,097 and 8,033 vehicles.

Main Street is singled out in the *Homer Non Motorized Transportation and Trails Plan*. On page 15, Main Street is included in a list of streets identified by the following title: "Sidewalks should be added to the following streets:" Accompanying the list is a photograph of Main Street between Pioneer Avenue and the Sterling Highway (the view is looking south). Until this summer when construction began on the intersection of Main and the Highway, nothing had changed. The plan was written in 2004, fifteen years before the date of this writing.

Appendix IV

When the Homer Advisory Planning Commission met to consider CUP 18-09 on September 5, 2018, several individuals submitted letters and comments on the potential for negative financial impacts on South Peninsula Hospital and questioned the need for additional, large scale medical developments in the area. In this appendix I would like to further consider the significance of these concerns.

A zoning change could greatly improve the fortunes of SPH, increasing its income and prestige, expanding its facilities and attracting even more accomplished health care professionals to serve the community's needs. On the other hand, these changes could jeopardize the hospital's patient base and income and result in reduced employment, fewer and less advanced services and diminished access to quality health care. This is an important and somewhat obscure issue that deserves further elaboration. Part of the requirements spelled out in SPH's charter are that it accept indigent, medicaid and medicare patients. Since the hospital receives relatively modest reimbursement for these patients, this means that a substantial portion of the hospital's income derives from patients with good, private health insurance who can compensate for losses incurred by accepting financially insecure individuals. This puts SPH at a competitive disadvantage: If another health care facility that is not obligated to accept the financially insecure patient population were to enter the local market, it could charge lower rates and thereby siphon off many of the well insured patients upon whom SPH depends for solvency. The consequences for health care in the community could be severe. In a small market area like Homer, competition among evenly matched businesses can keep goods and services efficient and affordable; however, if the competitors are unevenly matched, the consequences can be devastating, and the result can be diminished services and higher costs.

Thus related issues ask for consideration before any final decision is made. For example: If new zoning facilitates were to enhance the development of additional medical facilities, will that attract large investments by non-local financial resources that would result in unhealthy competition and jeopardize the high level of health care that exists in Homer today? One approach to limiting unhealthy competition is by requiring certificates of need for new facilities. Unfortunately, certificates of need can be circumvented, and they do not reliably perform the way they are supposed to. So, can a new zoning district come with stricter requirements for certificates of need and other measures that can protect the community from damaging competition? These are issues that need to be approached carefully and thoughtfully—routinely granting conditional use permits is a policy that is likely to cause problems in the future.

Ultimately the question is: Is this all speculation, or does it have a real world meaning for Homer and the future of health care in the community? No one can foresee future events, but it is easy to examine the recent past and learn about the related problems that Central Peninsula Hospital in Soldotna had to deal with. The story is best told in an article published in the Peninsula Clarion, June 11, 2017.

Surgery Center of Kenai plans new operating room | Peninsula Clarion

Ben Boettger
8-10 minutes

Editor's note: This story has been changed to correct a reference to the 91 percent drop in Central Peninsula Hospital's net income, originally referred to incorrectly as a drop in revenue.

The Surgery Center of Kenai plans to add a second operating room to its facility in Kenai, potentially increasing the competition for outpatient surgery procedures between the independently-owned surgery center and Central Peninsula Hospital.

State regulators will allow the surgery center — which specializes in outpatient surgeries, also known as ambulatory surgeries, that don't require an overnight hospital stay — to add its second operating room and two observation rooms after making [a May 30 decision](#) that the clinic will not need to get a Certificate of Need before building its expansion.

President Joseph Hurley of Alaska Medical Group Management, which manages the Surgery Center and other Alaskan medical facilities, said that having a single operating room “caused a big clog in our scheduling.”

“This unclogs it, to have two ORs,” Hurley said. “It helps round out some of the things we're already doing a little bit, and it helps us expand a little bit as far as some of the things we can do with the surgeons who are there and the operations they can do with their patients.”

Central Peninsula Hospital in Soldotna — operated by the nonprofit Central Peninsula General Hospital, Inc. under lease from the Kenai Peninsula Borough, which owns the physical building and assets — has four operating rooms, the most recent added in 2012, which do both outpatient surgeries and inpatient surgeries which require longer hospital stays. In the past, [CPH officials have said independent surgery providers take patients from CPH's outpatient surgery](#), lessening its ability to remain financially self-supporting.

CPH External and Government Affairs Manager Bruce Richards wrote in an email that the surgery center's new planned operating room and observation rooms “will cause major financial damage to CPH” by creating competition for surgeries.

“All outpatient surgeries completed in the surgery center since its inception are surgeries that would have been performed here at Central Peninsula Hospital,” Richards wrote. “This has had a significant impact on the financial health of our community-owned hospital.”

In 2014, CPH opposed the then-nascent Surgery Center of Kenai by declining a transfer agreement — an agreement required by the national Centers for [Medicare](#) and Medicaid Services for one medical facility to send patients to another in case of an emergency — with the surgery center, limiting the surgery center's potential customer base by making them unable to take Medicaid or [Medicare payments](#). The denial led to the surgery center “being blocked from half of our patients by Central Peninsula's unwillingness to give us a transfer agreement,” said the surgery center's vice president of outpatient surgery Harold Gear in a [July 2014 Clarion story](#).

Hurley said his business budgets for 120 surgical procedures a month in its single present operating room. For outpatient surgeries such as hernia repair, hysterectomy, ear, nose and throat procedures, Hurley said that more limited surgery centers such as his offer a better deal than hospitals.

“The hospitals are huge organizations that are very expensive, and they’re expensive because all these different pieces of it are running parts that cost money,” Hurley said. “Our Surgery Center of Kenai is not a ginormous beast. It’s a lot smaller, a lot scaled-back. That’s what helps save costs.”

Directly comparing surgery prices, Richards wrote, is difficult because of the many variables in surgical practice and billing. The surgery center’s precise impact on CPH’s finances is likewise difficult to quantify, Richards wrote.

“Health care is changing so rapidly on so many levels that it would be difficult to attribute revenue changes to one thing with any sort of accuracy due to the compression that is occurring from payers,” Richards wrote.

CPH has [experienced a 91 percent drop in net income](#) between the first three quarters of fiscal 2016 and fiscal 2017, due to factors including higher deductibles and co-pays in commercial [insurance plans](#), flat Medicaid reimbursement rates for the past two years, a decrease in commercially-insured patients caused by job losses and a lower number of elective inpatient surgeries which have been a large revenue source for the hospital in the past. Outpatient surgeries lost to the surgery center may also contribute to the drop, Richards wrote.

Hurley said he is also seeing a rise in Medicaid patients, both from increased unemployment and the state’s 2015 decision to expand Medicaid eligibility, and that the change “has dropped our volume considerably.” Though the surgery center can’t accept Medicaid payments without the CPH transfer agreement, Hurley said they are nonetheless getting a sufficient volume of patients to need a new room.

Certificate of Need

Alaska’s Department of Health and Social Services attempts to control medical costs by limiting medical groups from spending more than \$1.45 million on expanding their facilities unless DHSS judges the investment is necessary. The agency’s Office of Rate Review permits medical expansions by granting a [certificate](#) of necessity.

When the Surgery Center of Kenai began construction in January 2014, it spent roughly \$1.13 million to [install](#) one operating room and one procedure room — for smaller surgeries that can be done with local, rather than general, anaesthesia — in the medical complex at 100 Trading Bay Road in Kenai. Because this cost was below the \$1.45 million threshold, the Surgery Center was allowed to progress without a certificate of necessity, the Office of Rate review [announced in July 2013](#).

In its expansion, the surgery center is planning to add a second procedure room and two observation rooms as well as the new operating room. With the addition — expected to cost \$678,376 — the surgery center’s total construction cost since opening will be \$1.81 million. Though the total is more the threshold for the Certificate of Need, attorney Peter Deimer argued in a letter to DHSS on behalf of the surgery center that the two constructions are separate rather than two phases of one project. [DHSS concurred in a May 30 response](#).

Failure to get a Certificate of Need has ended other local independent medical initiatives, including [a previous attempt to open an independent surgery center in Kenai](#) by Kahatnu Ventures, LLC, a group of eight local surgeons who in 2011 planned to make Kenai the location of a \$9 million surgery center expected to perform 1,800 outpatient surgeries per year — more than the 1,700 annual outpatient procedures CPH performed at the time, according to previous Clarion reporting. The group [failed to get a Certificate of Need in April 2012](#) and unsuccessfully appealed the denial the following month. A DHSS

analysis made during Kahatnu’s Certificate of Need process estimated that, using different projections of population and surgery demand, the Kenai Peninsula Borough would need between 3-4 operating rooms through 2019.

With six operating rooms in the central peninsula, Richards wrote that DHSS — which considers all facilities within a service area in [its methodology for issuing Certificates of Need](#) — is unlikely to give certificates to any further operating rooms. More stringent hospital building requirements would not allow new operating rooms at CPH to be built below the expense threshold, Richards wrote.

23-hour observation rooms

The observation rooms the surgery center plans to build are described in its correspondence with DHSS as “23-hour observation rooms.” Many commercial insurers define 24 hours under medical care as the dividing line between inpatient and outpatient procedures, which are billed and paid for differently. Richards wrote that with the observation rooms, the surgery center will “be able to do surgeries that would otherwise be considered inpatient surgeries, causing further harm to the hospital.”

Hurley said the surgery center’s focus on outpatient surgery complements CPH rather than competes with it. With additional facilities offering outpatient procedures, he said, the hospital would be able to devote more resources to speciality services, such as [the catheterization lab CPH is planning to build](#).

“Everyone can be succeeding together, and nobody will have to be worried about, ‘Is one going to succeed at the cost of another?’” Hurley said.

Reach Ben Boettger at ben.boettger@peninsulaclarion.com.

B. Staff Report 19-98, Medical Zoning District

Chair Venuti introduced the item by reading of the title.

City Planner Abboud reviewed Staff Report 19-98 and noted the number of CUP's for medical facilities in the area and the recently approved moratorium. He did note that he plans to get the number of multi-family and single family residences in the Hohe/Main Street area so that they have better data available.

Discussion ensued by the Commission and City Planner Abboud on the following topics:

- Defining the borders of the proposed district
- If a conditional use permit would or would not be required
- Traffic Impact to the area with the existing medical services versus multi-family structures, etc.
- Potential Land Value and appeal to investors but there are some considerations on the amount of vehicles that would impact the area
- The fabric of the neighborhood is already interjected with medical facilities
- Proposed discussion on parking design to facilitate a residential feel
- Landscaping designs and alternatives
- Stormwater runoff
- Do not go east past Hohe since that is smaller lots and fairly residential
- What impact would there be if they leave it RO but allow Medical Clinics outright
- Review Medical Districts in similar communities
- Changing to a Mixed Use District zoning
- Defining the term Medical Clinic versus Professional Office
- Adding Small Café's or similar businesses
- Creating a guiding statement on why they are creating a Medical District
- This is a symptom of existing problems and this is to address those issues of parking

Further comment from the Commissioners on the following was conducted:

- Articulate it as proactive to create long term solutions and respond to residents' concerns
- This issue has been identified in the previous Comprehensive Plans to address anticipated growth in services
- Possibly promoting second Medical District near or in the area of SVT since it was apparent that they would eventually run out of space

City Planner Abboud will draft a document and bring it back before the Commission for additional work.

Chair Venuti called for a 5 minute recess at 8:39 p.m. The meeting was called back to order at 8:42 p.m.



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

City of Homer Agenda

Planning Commission Worksession
Thursday, January 2, 2020 at 5:30 PM
City Hall Cowles Council Chambers

CALL TO ORDER, 5:30 P.M.

AGENDA APPROVAL

DISCUSSION TOPIC(S)

- A. Staff Report 20-04, Medical Zoning District p. 109 of the regular meeting packet

COMMENTS OF THE AUDIENCE (3 minute time limit)

COMMENTS OF THE COMMISSION

ADJOURNMENT, 6:20 P.M.



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Staff Report PL 20-04

TO: Homer Advisory Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Deputy City Planner
DATE: 1/2/2020
SUBJECT: Medical Zoning District

Introduction

Julie will be at the work session to facilitate discussion. This staff report is arranged in order of discussion topics! Please note: Some items are outside the scope of a zoning ordinance. Ultimately by June, the Commission will be making several recommendations to Council, and some of them may be storm water or traffic related. We don't need full solutions at this point, but its desirable to have clear next steps the community can take to address concerns. (Transportation Plan? Storm water plan? Sound familiar?!) Based on work session conversation, staff will come back with draft recommendations, which we can continue to work on with the goal of a neighborhood meeting in February.

1. (10 minutes – about a minute for each Commissioner) What are your top two observations from visiting the Barlett/Hohe/Main Street Area?

- a. Example from Julie: I visited about 7:45 am on a weekday. There is some traffic during shift change at the hospital, and from school drop offs via Soundview. This lasts for maybe 15 minutes. Otherwise, there are few cars at that time. Also, the level of outdoor lighting is OK. There are some old non-compliant fixtures, but overall, there is reasonably good lighting as far as intensity and fixtures – much better than some other parts of our community. Continued redevelopment with existing lighting code should continue this trend for the hospital area.

2. (5 minutes) Storm Water:

Discussion: In the really big picture, a storm water Special Assessment District type funding mechanism might be needed for the neighborhood. That is well outside the scope of a zoning amendment, nor is it an immediate concern. Storm water planning could be accomplished either by a specific plan for the neighborhood, or as part of a community wide storm water plan.

Action: The Commission can make a recommendation to Council on next steps.

3. (5 minutes) Traffic

Discussion: Much like storm water, an understanding of traffic at full build out would help in long term area planning. This could be accomplished by a neighborhood traffic study, or as part of a larger community traffic modeling project like the Transportation Plan.

Action: Is the Commission comfortable with either of those options as next steps? The Commission can make a recommendation to Council on next steps.

4. (5-10 minutes) Review of land area map, ownership

Discussion: A revised area map has been created. This map is of a smaller more focused area in the block between Bartlett and Hohe. A land ownership map has been produced. Notice how much of the block is owned by government, medical providers or a developer. A land use map, based on current land use is also included.

Action: Does the Commission agree with this draft boundary?

5. (10 Minutes) Land Uses, current and proposed.

HCC 21.03: "Clinic" means a professional office with facilities for providing outpatient medical, dental or psychiatric services, which may include as incidental to the principal use a dispensary to handle medication and other merchandise prescribed by occupants in the course of their professional practices.

Discussion: In current zoning, two observations are that medical professional offices require a CUP (because by definition they are clinics), but other professional offices do not – architect, engineer, etc. Also, parking lots are not a listed use, but are clearly needed to support the hospital. In the new medical or professional office district these could be allowed outright.

Action: Allow medical clinics and parking lots as permitted uses in the new district. Are there other uses necessary? Revisit this topic after the Commission hears from South Peninsula Hospital and comments at the neighborhood meeting.

6. (5 minutes) Next Steps:

- a. Staff will work with a commissioner to draft purpose statement for the new district, for the next meeting.
- b. South Peninsula Hospital is scheduled to speak at the February 5th meeting.
- c. February 5th meeting: finalize draft boundaries and zoning district text in preparation for neighborhood meeting (Feb 19th?)

7. (Review on your own) Examples from other communities.

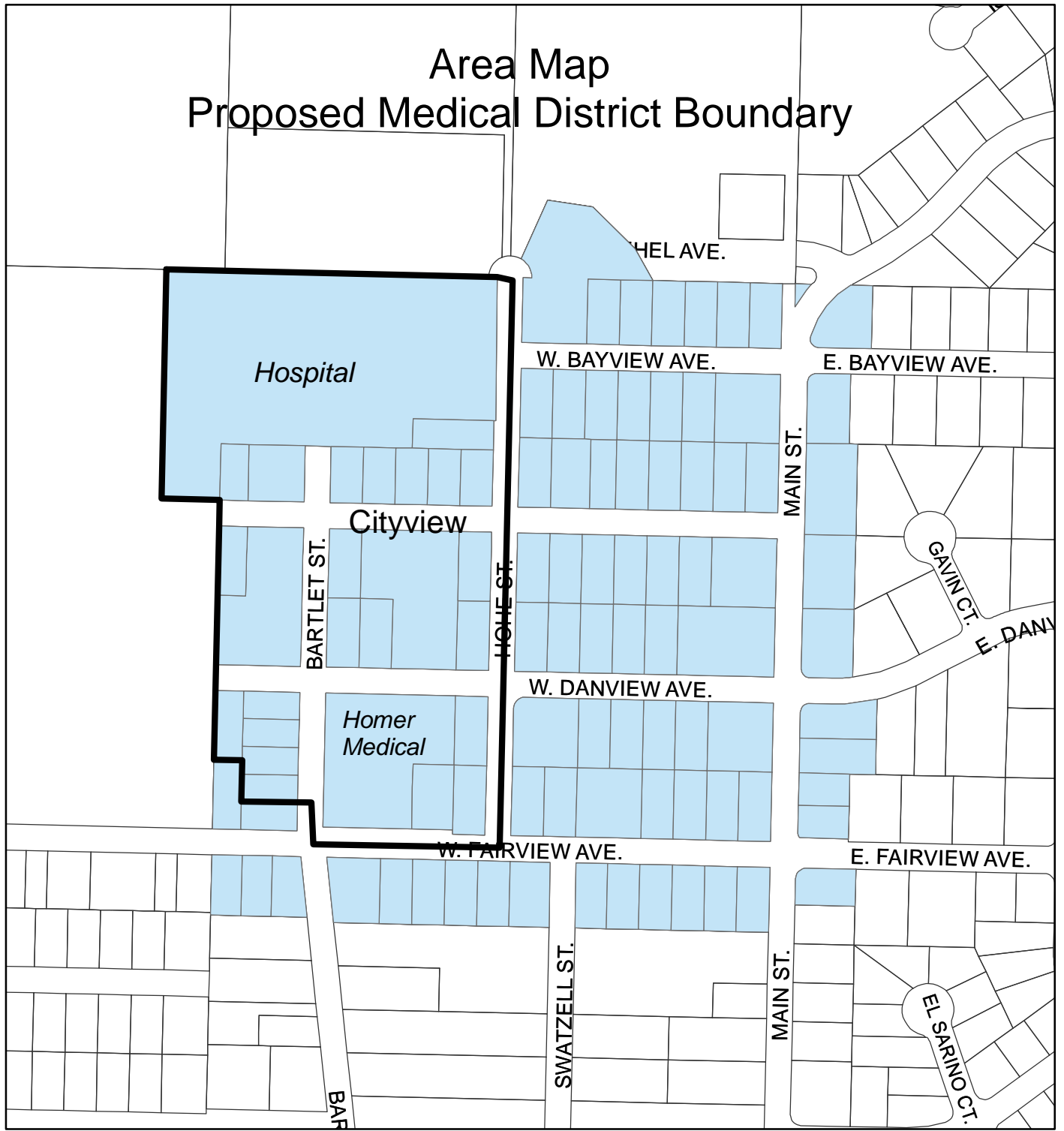
Discussion. Soldotna: Soldotna has an institutional zone for things such as hospitals, churches, schools and other government functions. The area around the Central Peninsula Hospital is zoned limited commercial, and you can find medical clinics in converted homes, much like the hospital area around Homer's hospital. Soldotna's limited commercial district allows for a broader range of uses, with a set floor area of 1,300 square feet for some uses.

Mat-Su hospital is not located within a City, so no valley examples are provided. Tumwater WA, near Olympia code is included as an example. Cities like Tumwater WA and Boise, ID have mixed use districts that include hospitals and medical uses, while other communities use limited commercial or institutional type zoning. Staff finds them all to be quite different. Like Homer, many communities may have started with small community facilities that grew over time, and became part of cities with zoning either through incorporation or annexation.

Attachments

- Area map
- Land ownership map
- Land use map
- Soldotna code
- Tumwater, WA code



Area Map Proposed Medical District Boundary

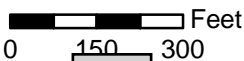


*City of Homer
Planning and Zoning Department*

12/23/2019

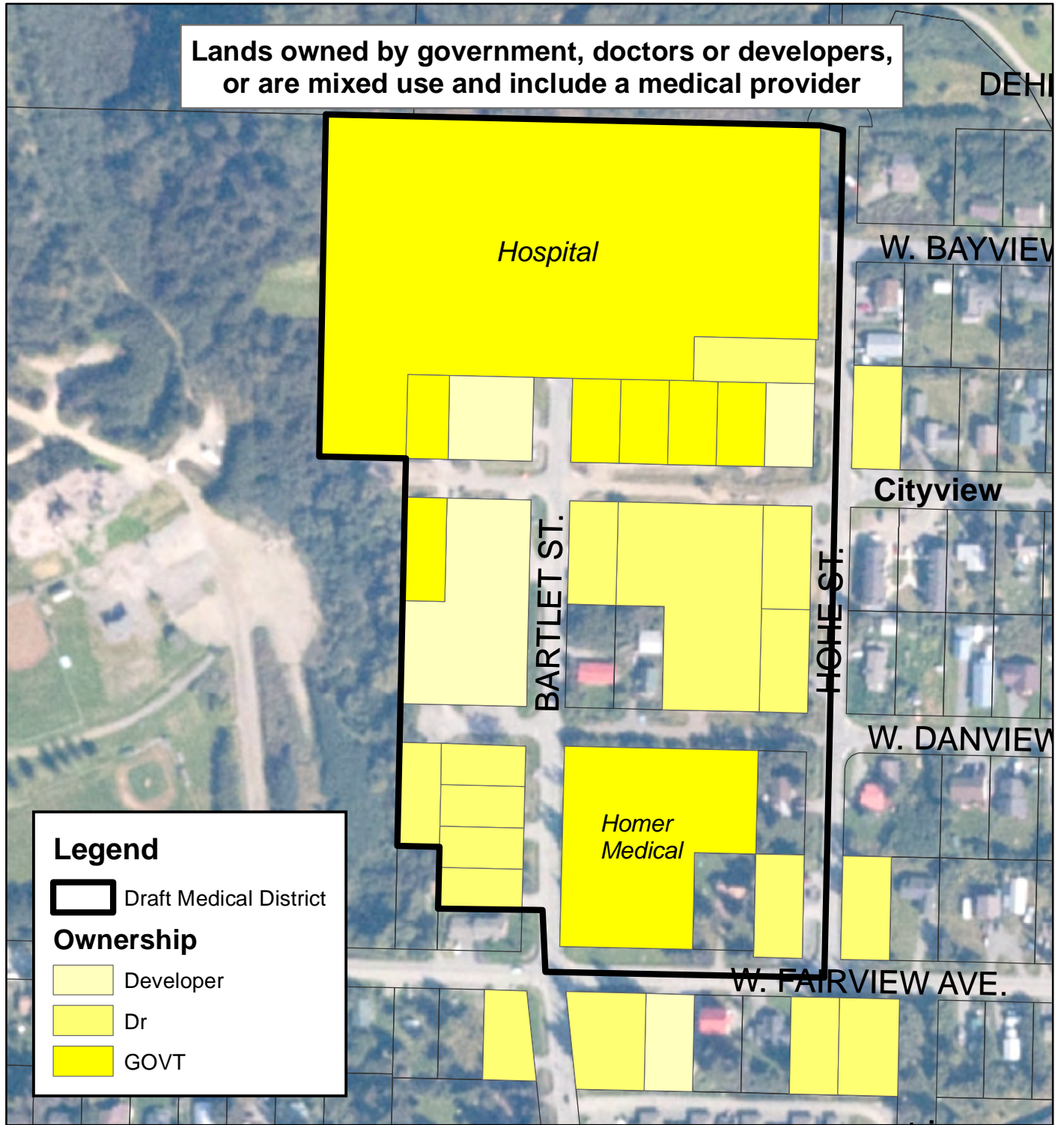
Legend

-  Draft Medical District
-  Moratorium Area



*Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.*

Lands owned by government, doctors or developers, or are mixed use and include a medical provider



Legend

Draft Medical District

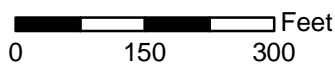
Ownership

- Developer
- Dr
- GOVT

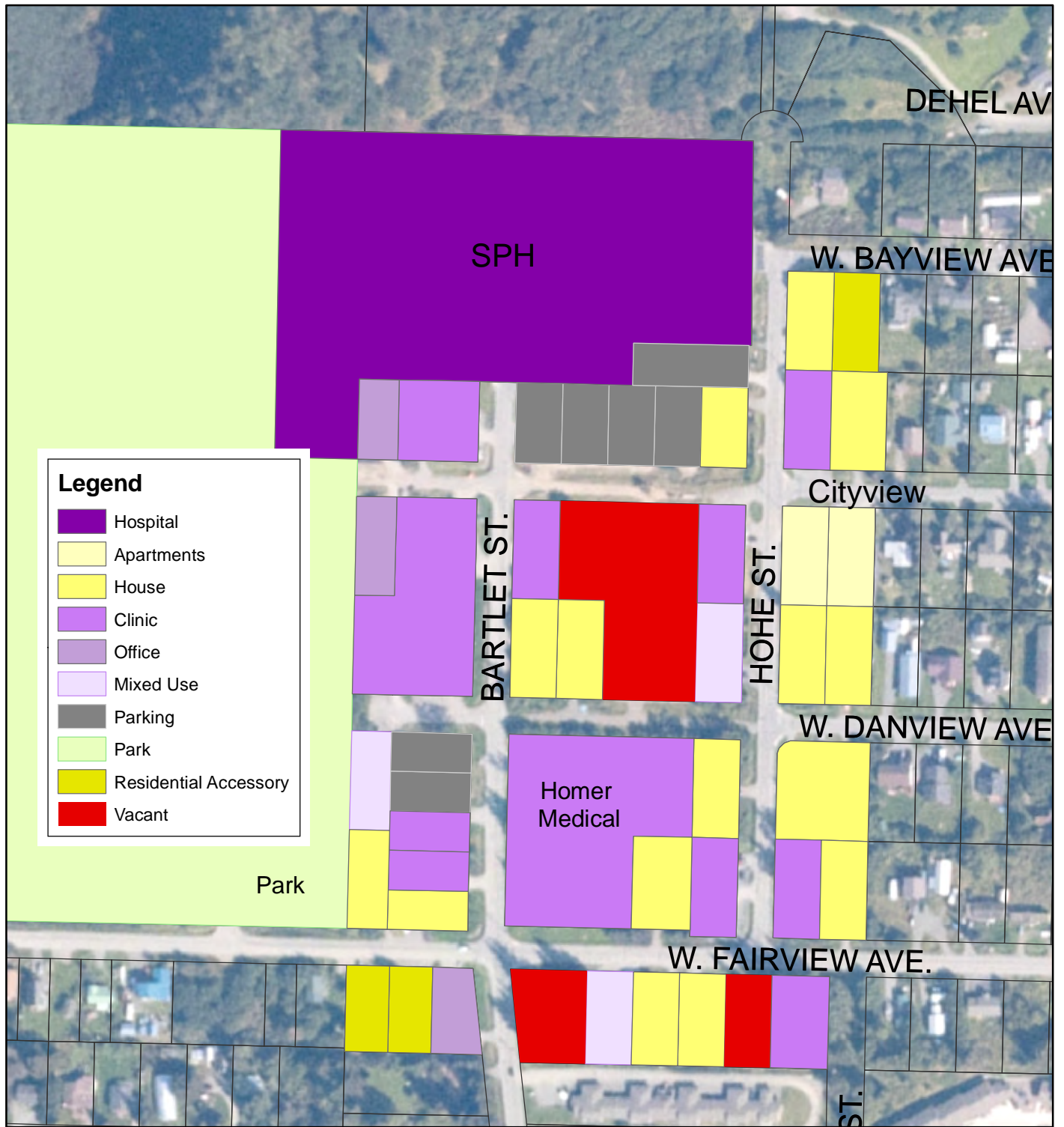


City of Homer
Planning and Zoning Department

12/19/2019



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Legend

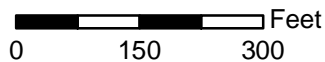
- Hospital
- Apartments
- House
- Clinic
- Office
- Mixed Use
- Parking
- Park
- Residential Accessory
- Vacant



City of Homer
 Planning and Zoning Department

12/19/2019

General Land Use Map



150



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SOLDOTNA

17.10.260 - Limited Commercial District (LC).

- A. Intent. The Limited Commercial District (LC) is intended to provide transition areas between commercial and residential districts by allowing low volume business, mixed residential, and other compatible uses which complement and do not materially detract from the uses allowed within adjacent districts.
- B. Permitted Principal Uses and Structures. The following principal uses and structures are permitted in the LC District, provided the gross floor area for some uses as noted below does not exceed one thousand three hundred square feet, subject to the general standards provided in subsection E of this section:
1. Community residences: community residences for the handicapped and emergency shelters;
 2. Day care centers;
 3. Dwellings: single-family, two-family, multi-family, condominium, and townhouses subject to the provisions of 17.10.290;
 4. Eating and drinking establishments (not to exceed one thousand three hundred sq. ft.): restaurants and coffee bars;
 5. Guide services, including fishing, hunting, and tour (not to exceed one thousand three hundred sq. ft.);
 6. Industry, light (not to exceed one thousand three hundred sq. ft.): gunsmithing, printing and taxidermy;
 7. Lodging: bed and breakfast establishments and boarding houses;
 8. Offices: general, medical and public service;
 9. Parking, commercial lots;
 10. Parks and day-use playgrounds;
 11. Personal services (not to exceed one thousand three hundred sq. ft.): art studios, barbers, beauticians, dressmakers, dry cleaner and self-service laundry, fitness centers, photographic studios, tailors and tanning salons;
 12. Repair services (not to exceed one thousand three hundred sq. ft.): electronics, home appliances, musical instruments, plumbing and heating and small engines; and
 13. Retail sales (not to exceed one thousand three hundred sq. ft.).
 14. Marijuana testing facility provided the following standards are met:
 - a. Signage is limited to a single wall sign only, and may not exceed 16 square feet in area and ten feet in height;
 - b. The use shall comply with requirements of the State, and Sections 17.10.295 and 8.30 of Soldotna Municipal Code.
- C. Conditional Uses and Structures. The following conditional uses and structures may be approved in the LC District, subject to the general standards and procedures found in Section 17.10.400, Conditional Uses, any specific standards cited with the uses, and any special conditions imposed by the Commission:
1. Any permitted use in this district with a size limitation may be approved as a conditional use if its size exceeds one thousand three hundred square feet;
 2. Animal care: boarding, commercial kennels, and veterinarian clinics/hospitals;

3. Boat mooring basins and launching sites;
 4. Churches and similar religious facilities;
 5. Clubs, private lodges, fraternal organizations and other similar civic, charitable or social establishments;
 6. Community residences: correctional community residential centers;
 7. Funeral homes;
 8. Institutions, handicapped;
 9. Institutions, health care: nursing or convalescent homes;
 10. Lodging: recreation lodges, hotels, and motels;
 11. Museums and art galleries;
 12. Recreation facilities: miniature golf;
 13. Schools: dance, elementary, secondary, colleges, vocational/technical; and
 14. Theaters.
- D. Accessory Uses and Structures. Accessory uses and structures are permitted which are clearly incidental to and customarily found in connection with the principal uses and structures and which comply with the special rules found in Section 17.10.305, Accessory Uses and Structures.
- E. General Standards. The following general standards shall apply:
1. Minimum lot size: eight thousand four hundred square feet;
 2. Minimum lot width: seventy feet;
 3. Maximum lot coverage: thirty percent;
 4. Maximum building height: thirty-six feet;
 5. Minimum yards:
 - a. Front yard-twenty feet; rear yard-twenty feet, if adjacent to a residential district (otherwise no rear yard is required),
 - b. Side yard-five feet, if not abutting a street or residential district,
 - c. Side yard-twenty feet, if abutting a street or residential district,
 - d. Side or rear yard-ten feet, if walls facing side or rear lot lines contain windows or other openings;
 6. Off-street parking and loading shall be provided as required in Section 17.10.330, Off-street parking and loading; and
 7. Landscaping shall be provided as required in Section 17.10.335, Landscaping;

(Ord. 2007-22 §§ 3, 4, 2007; Ord. 692 § 1, 1999)

(Ord. No. 2010-033, § 2, 10-27-2010; [Ord. No. 2015-036, § 5, 10-28-2015](#); [Ord. No. 2018-004, § 2, 2-14-2018](#).)

Chapter 18.20

MU MIXED USE ZONE DISTRICT

Sections:

- 18.20.010 Intent.**
- 18.20.020 Definitions.**
- 18.20.030 Permitted uses.**
- 18.20.040 Accessory uses.**
- 18.20.050 Conditional uses.**
- 18.20.060 Development standards.**

18.20.010 Intent.

It is the intent of the mixed use (MU) zone that there be a mixture of land uses in close proximity. Mixed use can include: development of a parcel or structure with one or more different land uses, such as combination of residential, office, retail, public, or entertainment in a single or physically integrated group of structures.

The mixed use zone provides an opportunity to develop areas in Tumwater that are transit oriented and pedestrian-friendly while still accommodating automobiles, and provide affordable housing and quality community design.

Over time, areas in this zoning district are intended to gradually change from strip commercial development and other low-intensity or nonpedestrian oriented uses into a mixed use, pedestrian, auto and transit oriented corridor.

Mixed use is desirable in these areas in order to:

- A. Create vibrant places and increase pedestrian business activity.
- B. Increase security.
- C. Promote full time use of facilities.
- D. Encourage a variety of businesses which offer retail goods or consumer services that appeal to pedestrians and/or serve the needs of the surrounding neighborhood.
- E. Create a transit/pedestrian orientation which lessens traffic impacts by providing ready

access to transit facilities and provides places to work and shop adjacent to living spaces, thus lessening the need to drive.

F. Provide affordable housing by providing more available building lots at a lower cost.

G. Create a pedestrian-friendly environment with well designed streets and public open spaces.

H. Provide a sense of community and place with quality community design.

(Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

18.20.020 Definitions.

“Mixed use development” means the development of a parcel or structure with one or more different land uses, such as a combination of residential, office, retail, public, or entertainment in a single or physically integrated group of structures. Mixed use is characterized by:

A. Complementary land uses – land uses that are at least compatible and, preferably, work together for mutual benefit (e.g., personal commercial services that serve adjacent residences); and

B. Convenient pedestrian connections.

(Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

18.20.030 Permitted uses.

Uses permitted in the mixed use district are as follows:

A. Professional services;

B. Retail sales;

C. General offices;

D. Support facilities;

E. Parks, open space areas and recreational facilities;

- F. Restaurants;*
- G. Restaurants (without drive-through windows);**
- H. Post offices;
- I. Motels, hotels;
- J. Planned unit development (PUD) (see TMC Chapter [18.36](#));
- K. Medical clinics;
- L. Child day care center; child mini-day care center;
- M. Adult family homes, residential care facilities;
- N. Group foster homes;
- O. Private clubs and lodges;
- P. Family child care home;
- Q. All residential uses, provided the minimum density standards in TMC [18.20.060](#) are met;
- R. Personal services;
- S. Used motor oil recycling collection point;
- T. Nurseries, retail;
- U. Museum, library, art gallery;
- V. All uses not permitted which were legally established prior to January 1, 1996, except where there is a cessation of the use for three or more years;
- W. Civic center complex;
- X. Centers for senior citizens, youth, general community and similar groups;
- Y. Entertainment facilities;

- Z. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;***
- AA. Senior housing facilities;
- BB. Electric vehicle infrastructure;
- CC. Community gardens;
- DD. Farmers markets;
- EE. Animal clinics or hospitals;
- FF. Churches;
- GG. Civic center complex;
- HH. Convalescent centers, rest homes, nursing homes;
- II. Taverns, cocktail lounges;
- JJ. Temporary expansions of schools, such as portable classrooms.

*Restaurants are a permitted use for all parcels in the mixed use (MU) zone district in the city, except for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW. In that location, restaurants without drive-through windows are allowed, but restaurants with drive-through windows are prohibited.

**Restaurants (without drive-through windows) are a permitted use for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW.

***Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-024, Amended, 01/16/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O2000-004, Amended, 07/18/2000; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

18.20.040 Accessory uses.

Accessory uses in the mixed use district are as follows:

- A. On-site hazardous waste treatment and storage facilities;
- B. Cocktail lounges as an accessory use to restaurants;
- C. All uses customarily accessory to permitted uses;
- D. Home occupation, as approved by director of community development;
- E. Accessory wireless communication antenna.*

*Emergency communication towers and antennas, wireless communication facilities, and building heights greater than fifty feet are subject to Federal Aviation Administration (FAA) standards and approval if they apply, and furthermore emergency communication towers and antennas and wireless communication facilities are also subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2011-002, Amended, 03/01/2011; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

18.20.050 Conditional uses.

Conditional uses in the mixed use district are as follows:

- A. Schools;
- B. The following essential public facilities:
 - 1. Emergency communication towers and antennas,**
 - 2. State education facilities,
 - 3. Mental health facilities (including but not limited to: congregate care facilities; adult residential treatment facilities; evaluation and treatment centers),
 - 4. Inpatient facilities including substance abuse facilities (including but not limited to: intensive inpatient facilities; long-term residential drug treatment facilities; recovery house facilities);
- C. Parking lots as separate, primary uses, including park and ride lots;

- D. Parking structures;
- E. Automobile service stations;*
- F. Wireless communication towers.**

*Automobile service stations are a conditional use for all parcels in the mixed use (MU) zone district in the city, except for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW where the use is prohibited.

**Emergency communication towers and antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval if they apply, and furthermore emergency communication towers and antennas and wireless communication facilities are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-024, Amended, 01/16/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

18.20.060 Development standards.

Development standards in the mixed use zone are intended to achieve a human-scale, pedestrian- and transit-oriented environment.

A. Densities. All development including but not limited to development which includes commercial and residential uses within the same building or on the same lot shall be required to meet the provisions of either subsection (A)(1) or (2) of this section.

1. Commercial.

- a. A minimum floor area ratio (FAR) of 0.25 or a total of one-fourth square foot of gross area per one square foot of site area is required.
- b. The maximum floor area ratio (FAR) shall be 2.0 or a total of two square feet of gross area per one square foot of site area.
- c. A commercial structure shall be no more than fifty thousand square feet gross floor area. This requirement may be waived by the community development director based upon a finding that the proposed use can conform to other requirements of the mixed use zone, is designed to accommodate the pedestrian emphasis, incorporates residential uses, and is compatible and complementary to

surrounding uses in the zone.

2. Residential.

a. A minimum average density of fourteen dwelling units per net acre is required. This is calculated by averaging the densities of all of the different types of housing provided within the development.

B. Impervious Coverage and Open Space. No more than eighty-five percent of the square footage of the site may be covered by impervious surface. The site must be landscaped in accordance with TMC Chapter [18.47](#).

C. Setbacks and Yard Area.

1. Front: no minimum.
2. Side: no minimum.
3. Rear: no minimum.

Where any structures or portions of structures, containing any permitted, accessory and/or conditional use allowed by this chapter, are adjacent to any single-family low or single-family medium density residential zoning district, the minimum setback shall be twenty feet and shall be screened from view in accordance with TMC Chapter [18.47](#).

D. Open Storage. Open storage is prohibited with the exception of retail nurseries. Long-term parking of operational company cars, light trucks, and vans within parking lots shall not be construed to be open storage.

E. Conversion of Existing Structures. An existing residential structure may be converted to a commercial or office use if the structure is brought into conformance with the building code for such uses and all site plan review standards can be met, with the exception of setbacks of existing buildings.

F. Building Height. Buildings shall not be constructed over fifty feet or five stories, whichever is less, except as provided in subsection (F)(1) of this section; provided, however, that no structure shall penetrate imaginary airspace surfaces as defined by [14 C.F.R. Part 77](#). A map that provides detailed information on ground and imaginary airspace surface

elevations is available for inspection in the community development department.

1. Minimum Conditions.

a. Drawings shall be submitted illustrating, in both plan view and elevation, the shadows that would be cast by the proposed building or structure at noon on December 21 (winter solstice). No building or structure will be permitted that is shown by these drawings to cast a shadow onto any other property that is greater than the shadow that would be cast by a hypothetical building fifty feet in height on the south lot line of the shaded property. The solar setback of a proposed structure is calculated using the following formula:

$$\text{Solar setback} = (H - M) / (0.40 + P)$$

H = height (in feet of highest shade-producing point of structure)

M = maximum allowable height for buildings and structures in zoning district

0.40 = tangent of sun altitude on December 21

P = north/south slope of lot (in percent)

2. Exterior walls of the proposed building shall include windows whenever possible. Where the construction of a windowless wall is necessitated by adopted building codes, the exterior facing of the wall shall be articulated on each story of the building with architectural features such as cornices or other projections, recesses, different building materials, awnings, signs, or other similar features that provide visual relief.

3. The exterior of the building's ground floor shall be visually separated from upper floors through the use of architectural features such as awnings, cornices, distinct but compatible facade materials or lighting, or other similar methods.

4. The site design for the proposed building or structure shall include an outdoor plaza, park, or landscaped area that shall be designed and maintained for public use.

G. Signs. The requirements of TMC Chapter 18.44 applicable to the mixed use zone district must be met.

H. Pedestrian Access.

1. An on-site pedestrian circulation system which links the street and the primary entrance(s) of the structure(s) shall be provided. Sidewalks or pedestrian ways must connect the required pedestrian system to existing pedestrian systems on adjacent developments if adequate safety and security can be maintained. Convenient pedestrian access to transit stops shall be provided.
2. Sidewalks, walkways or pedestrian systems shall be required and constructed according to the city's road development standards or as approved by the community development director.
3. Where the pedestrian circulation system crosses driveways, parking areas, and loading areas, it must be clearly identifiable, through the use of elevation changes, speed bumps, a different paving material, or other similar method approved by the community development director. Striping may be permitted only in conjunction with at least one of the preceding methods.

Lighting for parking lots and pedestrian ways shall be provided to ensure personal safety. Lighting shall be integrated into the architectural character in terms of both illumination and fixtures. Site lighting shall be directed downward and inward or other techniques may be utilized to minimize impacts on off-site uses.

(Ord. O2017-006, Amended, 07/18/2017; Ord. O2016-037, Amended, 01/03/2017; Ord. O2011-002, Amended, 03/01/2011; Ord. O2004-009, Amended, 12/07/2004; Ord. O98-009, Amended, 10/20/1998; Ord. O97-024, Amended, 03/03/1998; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

The Tumwater Municipal Code is current through Ordinance O2019-030, passed November 4, 2019.

Disclaimer: The city clerk's office has the official version of the Tumwater Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.ci.tumwater.wa.us/>

City Telephone: (360) 754-5855

[Code Publishing Company](#)

City Planner Abboud provided a summary of Staff Report 20-03 for the Commission.

Kate Mitchell, applicant, provided historical information on the business and how it has grown throughout the years.

Chair Venuti opened the public hearing seeing no one in the audience he closed the public hearing and opened the floor to questions from the Commission.

The Commissioners posed the following questions for clarification:

- An engineer has reviewed the building due to the age and that it was a wood structure and found to be structurally sound and quite capable of sustaining a second story with some modifications. The 1968 design prints showed that it was designed for two stories.
- The proposed four-plex is phase three and will bring that lot into compliance and currently is not planned for more than basic architectural finishes at this time. It will offer affordable housing for employees.

BENTZ/HIGHLAND - MOVE TO ADOPT STAFF REPORT 20-03 AND APPROVE CUP 20-01 TO ALLOW A SECOND STORY ADDITION TO THE NOMAR BUILDING AND A FOUR-PLEX AT 104 E PIONEER AVENUE WITH CONDITIONS 1-3 INCLUDED IN THE STAFF REPORT.

There was a brief discussion on the project regarding the green spaces identified in the drawings.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PLAT CONSIDERATION

PENDING BUSINESS

- A. Staff Report 19-98, Medical Zoning District

Chair Venuti introduced the item by reading of the title. He stated that the Commission discussed this during the worksession and that he did not believe there was a need for further discussion.

City Planner Abboud noted that the Commission provided directions to staff.

NEW BUSINESS

- A. Staff Report 20-07, Kenai Peninsula Borough Gated Subdivision Ordinance

Chair Venuti introduced the item by reading of the title into the record.



City of Homer

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Staff Report PL 20-09

TO: Homer Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Deputy City Planner
DATE: January 15, 2020
SUBJECT: Medical District Planning

Introduction

At the January 2nd work session, the Commission discussed several points. The objectives of this staff report are as follows:

1. Make motions on recommendations the Commission has discussed: storm water and traffic
2. Review the draft purpose statement for the new district. We will continue to build on this language. Let staff know if there are any big items that catch your attention.
3. Review the new maps, attached
4. Review some proposed land uses and discuss
5. Next steps for 2/5 meeting: work session presentation from South Peninsula Hospital. Finalize draft district boundary and uses, in preparation for neighborhood meeting/work session on 2/15 (tentative)

1. Storm Water and Traffic

Staff Recommendation:

- A. Move to recommend the City fund a city wide storm water plan, to include particular attention to who infill development might affect stormwater infrastructure planning
- B. Move to recommend the City update the Transportation Plan in the next three years, with attention to how increased density in this area will affect neighborhood access patterns, traffic, and emergency service access to the emergency room.

2. Draft Medical District Purpose Language

Staff Recommendation: Review the draft purpose statement for the new district. We will continue to build on this language. Let staff know if there are any big items that catch your attention. **LAST MINUTE EDIT: there will be an updated purposes statement and memo provided at the meeting.**

The purpose of the medical district is to encourage infill development and clustering of medical services near the central area of the city. The district is primarily intended for certain specified businesses and offices, which may include professional, medical, administrative and personal services, associated support uses such as parking lots, medium-density residential uses, and an overall mixture of uses that provides for greater limited commercial uses than allowed in the Residential Office District.

3. **New Maps**

Requested Action: Discuss new proposed boundary. When the Commission is ready, move to accept the proposed boundary, OR provide a new boundary. We can talk about boundaries at one more meeting if you need additional information or more time to reach consensus.

Things to keep in mind:

1. The lots between Fairview and the Central Business District are deep. Many lots with single family homes could either be completely redeveloped, subdivided or infilled. This is not true of the smaller lots north of Fairview.
2. Woodard Creek is a natural barrier to the west. Its shrubby and woody and creates a visual change between the mixed use land uses of Bartlett and the more restrictive urban residential (generally single family homes) to the west.

4. **Land uses – for discussion!**

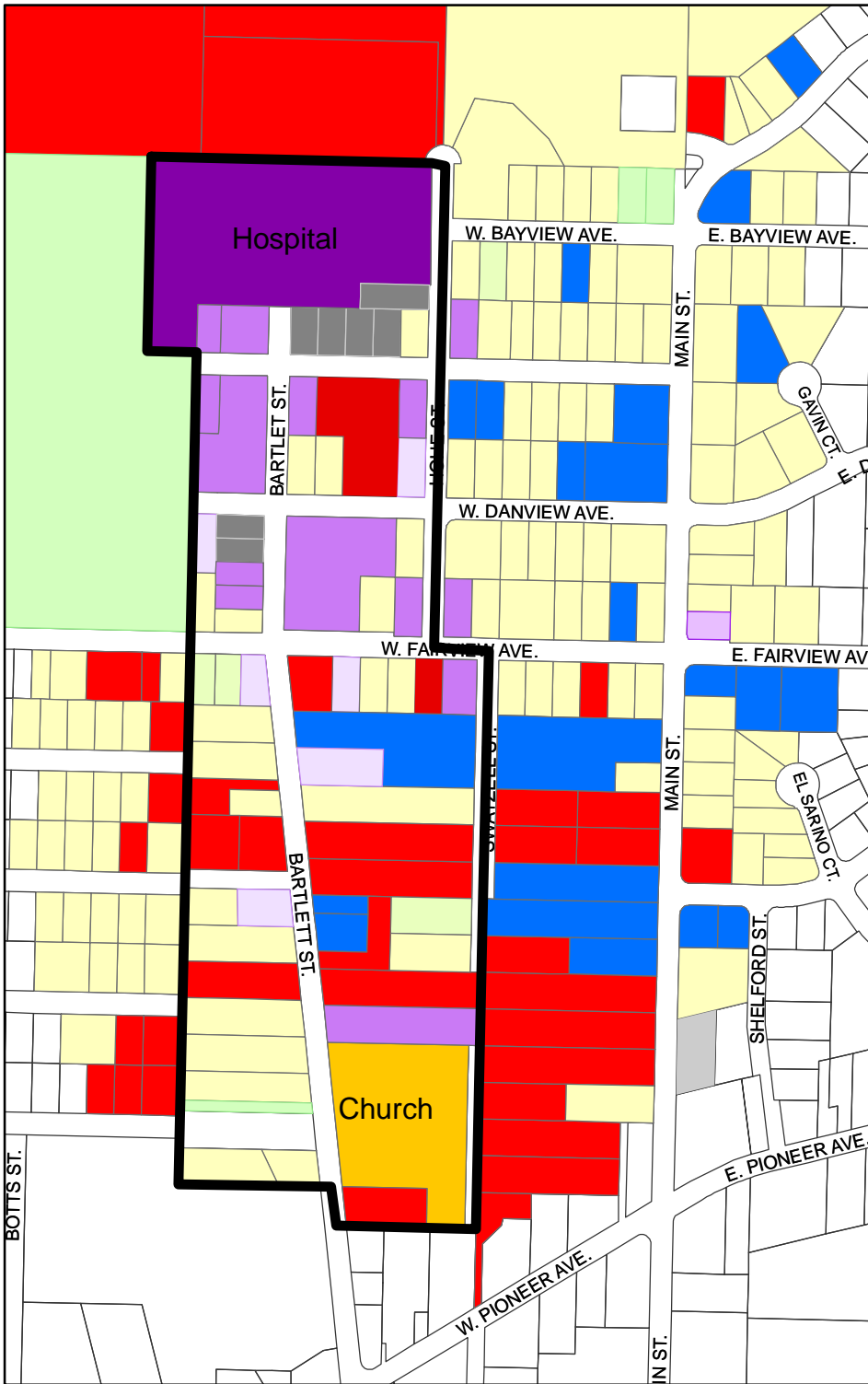
The land permitted and conditional uses of the Residential Office District would remain except Clinics would be a permitted use.

Discussion: Should the following uses be allowed the outright?

- Group care homes
- Day Care facilities
- Homeless shelter
- Mobile food (food truck, coffee kiosk)
- Some type of limited retail such as medical supply or pharmacy, eye glasses, supplements? Possibly limited in size?
- Any other ideas?

Attachments

Revised Medical Area Map 1/15/2020



Legend

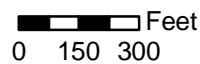
Proposed District 1/15/2020

Land Uses

- Hospital
- Apartments
- Clinic
- Office
- Mixed Use
- Parking
- House
- Residential Accessory
- Park
- Vacant

City of Homer
 Planning and Zoning Department
 1/10/2020

General Land Use Map



*Disclaimer:
 It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.*

Vice Chair Smith closed the public hearing seeing no additional members of the audience coming forward to provide testimony and opened the floor to rebuttal from the City Planner and the Applicant.

City Planner Abboud provided input in regards to the comment on deviating from Homer City Code regarding Townhouses was outlined in Chapter 21.53.010 Standards for Townhouses. This addressed the square footage required. He commented on the single family housing versus multi or duplex housing.

Vice Chair Smith opened the floor to questions from the Commission.

City Planner Abboud responded to questions on following:

- Zero lot lines and how this process was done
- It addresses and follows all requirements of City Code regarding setbacks
- Utilities and easements
- Lot size requirement of 7500 sf does not apply since this is for a townhouse development, that specific lot size was developed for the district.

Commissioner Bos commented that was directed for the applicant that he did not think that the depth shown on the drawings provided of twenty feet was deep enough.

Vice Chair Smith requested a motion hearing no further questions from the Commission.

HIGHLAND DAVIS MOVED TO ADOPT STAFF REPORT 20-08 AND APPROVE CUP 20-03 FOR A TOWNHOUSE DEVELOPMENT AT 436 & 450 SOUNDVIEW AVENUE WITH FINDINGS 1-10 AD CONDITION 1.

There was a brief comment on the positive effects of the development for the area.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Venuti and Commissioner Petska-Rubalcava returned to the table.

Vice Chair Smith turned the meeting back to Chair Venuti.

PLAT CONSIDERATION

PENDING BUSINESS

- A. Staff Report 20-09, Medical Zoning District

Chair Venuti introduced the item by reading of the title.

City Planner Abboud reviewed Staff Report 20-09 and the objectives requested by staff for the Commission to address.

The Commission agreed by consensus to address item by item rather than the whole to limit the back and forth.

Item 1 Storm Water and Traffic

Commissioner Bos commented on information provided at a previous meeting from Public Works Director Meyer regarding the status of the existing storm water system, providing clarification that the impacts of drainage ditches being filled with debris of natural and manmade items was impacting the ability of the system and he felt that they should review that issue first.

City Planner Abboud provided clarification that the request was for the proposed medical district but that there was value in making the request for funding for a city wide storm water plan. He further explained that he views the system as a whole start to finish and would like to stop performing ad hoc planning.

Item 2 Draft Medical District Purpose Language

Chair Venuti requested a brief recess at 7:25 p.m. to allow the Commission to read the memorandum from planning staff containing a purpose statement recommendation from Commissioner Smith that was provided as a laydown. The meeting was called back to order at 7:28 p.m.

There was a brief discussion on the wordiness of the suggested purpose statement and the definitions to differentiate between a blue collar and white collar office for the general layperson and that the purpose statement could use further editing by staff.

The Commission discussed and questioned the following items with regard to the creation of the medical district:

- Differences from the Central Business District and Residential Office District regarding Professional Office terminology
- Allowing parking lots as an approved use without Conditional Use Permits, and exceptions for specific entities
- Creation and instituting design standards for the medical district

Chair Venuti requested a motion in regards to the request from Staff in the memorandum for item one.

DAVIS/HIGHLAND MOVE TO RECOMMEND CITY COUNCIL APPROPRIATE FUNDING TO CREATE A STORM WATER MASTER PLAN TO INCLUDE ATTENTION TO HOW INFILL DEVELOPMENT WILL AFFECT STORMWATER INFRASTRUCTURE PLANNING.

Discussion ensued on city wide versus district specific; clarification that the Commission is asking for a city wide storm water plan that deals with storm water from start to finish; management of storm water with green infrastructure planning, defining the limits of impervious surfaces, inclusion of verbiage that addresses green infrastructure in the storm water plan; getting away from parcel by parcel approach.

Commissioner Davis noted for the record that the motion did not request a “city wide” plan, that it was probably a typo and questioned the need to amend the motion.

Chair Venuti gavelled to suspend the rules to allow Mayor Castner to participate in the discussion.

Mayor Castner noting for the record that he was going to speak as a member of the commission, commented that it has to be a city wide plan, there are choke points to handling the water and currently the plan is to put it in a ditch and see where it goes. He then stated that the intent is to find the choke points, open them up, put pipes in the ground, sidewalks over the pipes and it will be funded by HART money.

City Planner Abboud added that the Commission has previously asked for this they are just redoubling their request.

Commissioner Highland requested clarification on the Mayor’s standing as member of the Commission.

Mayor Castner responded that in accordance with city code he is a member of a commission.

City Planner Abboud responded that Mayor Castner’s membership was as a consulting non-voting member similar to his or Public Works Director Meyer’s position.

Deputy City Clerk Krause called for a point of order going back to Commissioner Davis query that the motion can be amended to add that missing language it was overlooked.

Commissioner Highland requested permission to comment first citing previously that the Commission has gone from working on the medical district planning to requesting funding for a city wide storm water plan, they have asked for this for years but questioned if that will slow them down on the creation of the medical district.

Discussion ensued by the Commission with input from City Planner Abboud on creating commercial standards versus storm water planning and slowing down the progression of

creating the district by addressing the request for funding a city wide storm water plan. It was stated that the Residential Office district did not have requirements to have a retention pond to address storm water and if it's converted to office there is still no requirement to address storm water; and creation of the medical district is not contingent on the city wide storm water plan. Further comments were made on addressing infill in the request.

Commissioner Davis inquired if he could amend his motion on the floor.

DAVIS/SMITH MOVED TO AMEND THE MOTION TO INCLUDE THE WORDS, CITY WIDE, BEFORE THE WORDS STORMWATER.

There was no discussion.

VOTE. (Amendment)NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

There was no further discussion.

VOTE.(Main as amended). NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Venuti then stated for the record the next request from Staff was a recommendation to Council to update the Transportation Plan.

City Planner Abboud provided input that this issue is more outside zoning code and deals with traffic controls, sides of streets that the city would like sidewalks on, streets that need improvements, traffic calming measures. This would deal with transportation solutions and make binding recommendations on transportation.

City Planner Abboud responded that it would be staying within the city so did not need to be city specific in response to a question on amending the suggested motion to include the language, "City of Homer", before the words, "Transportation Plan".

BOS/HIGHLAND MOVED TO RECOMMEND CITY COUNCIL UPDATE THE TRANSPORTATION PLAN BY 2023 INCLUDING HOW THE INCREASED DENSITY WILL AFFECT NEIGHBORHOOD ACCESS PATTERNS, TRAFFIC AND EMERGENCY SERVICE ACCESS TO SOUTH PENINSULA HOSPITAL.

Discussion ensued on the transportation plan being the responsibility of the Commission with approval by Council and submitting the recommendation that Council update the plan or should the motion state the Commission update the plan and planning staff recommends the plan be updated within the next three years.



VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Item 3 New Maps

Chair Venuti reviewed the next request from planning staff to review the proposed medical district boundary map.

City Planner Abboud referencing a large map depicting the proposed medical district boundary noted that this was presented as the cleanest and if the Commission had any input. He noted that if parcels outside the boundaries wanted to have medical and they kept the RO then they would need to get a CUP.

Discussion ensued on the vacant parcels that were south of Fairview Avenue and east of Swatzell over to Main Street would be appropriate to include in the proposed medical district.

City Planner Abboud was hesitant in increasing the boundaries and encouraged waiting to see if there was a demand in that area.

The Commission expressed the preference to increase the boundaries to include the areas over to Main Street and present that to the public then if the public did not agree it could be reduced.

SMITH/BOS MOVED TO AMEND THE PROPOSED MEDICAL DISTRICT EASTERN BOUNDARY LINE EAST ALONG FAIRVIEW AVENUE TO MAIN STREET SOUTH TO THE CENTRAL BUSINESS DISTRICT BORDER.

There was a brief discussion on the title of the proposed district and input received from the Clerk on the verbiage in the motion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Item 4 Land Uses

Chair Venuti then reviewed the item from the memorandum.

City Planner Abboud reviewed the following uses that should be permitted outright for consideration and input from the Commission.

Commissioners commented on the following:

- Homeless Shelter has no medical basis and should require a Conditional Use Permit.
- There was some question on permitting Group Care homes and the recent experience with Set Free as an example and that this use has pros and cons as to the appropriateness of placement in or out of a medical district
- Café being a permitted use as it was in the purpose statement
- The term clinic covers uses such as therapy or pregnancy center
- Yoga Center included in the term clinic
- Size limitations for the district

City Planner Abboud inquired if the Commission would like to consider design criteria such as green spaces or open space in the district and buffering.

Commissioners then discussed their preference on including open space or green space from the road way and parking lots and those inherent maintenance requirements thereof; preservation of natural vegetation, if possible and require leaving a percentage of existing trees and vegetation on parcels.

It was suggested to add a worksession to the Commission worklist for discussion on reducing removal of existing vegetation and or clear cutting for development.

NEW BUSINESS

- A. Staff Report 20-06, Amending the Homer Planning Commission Policies & Procedures Manual to form specific procedures for deliberations of quasi-judicial actions

Chair Venuti introduced the item by reading the title into the record and invited City Planner Abboud to provide his report for the Commission.

City Planner Abboud noted the updates to the Procedures and Policies Manual and that a motion is requested.

HIGHLAND/SMITH MOVED TO FORWARD STAFF REPORT 20-06 WITH UPDATED PROCEDURE AND POLICY MANUAL FOR THE AGENDA AT THE NEXT REGULAR MEETING A PENDING BUSINESS ITEM.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

INFORMATIONAL MATERIALS



Homer City Hall

491 E. Pioneer Avenue

Homer, Alaska 99603

www.cityofhomer-ak.gov

City of Homer Agenda

**Planning Commission Worksession
Wednesday, February 05, 2020 at 5:30 PM
City Hall Cowles Council Chambers**

CALL TO ORDER, 5:30 P.M.

AGENDA APPROVAL

DISCUSSION TOPIC(S)

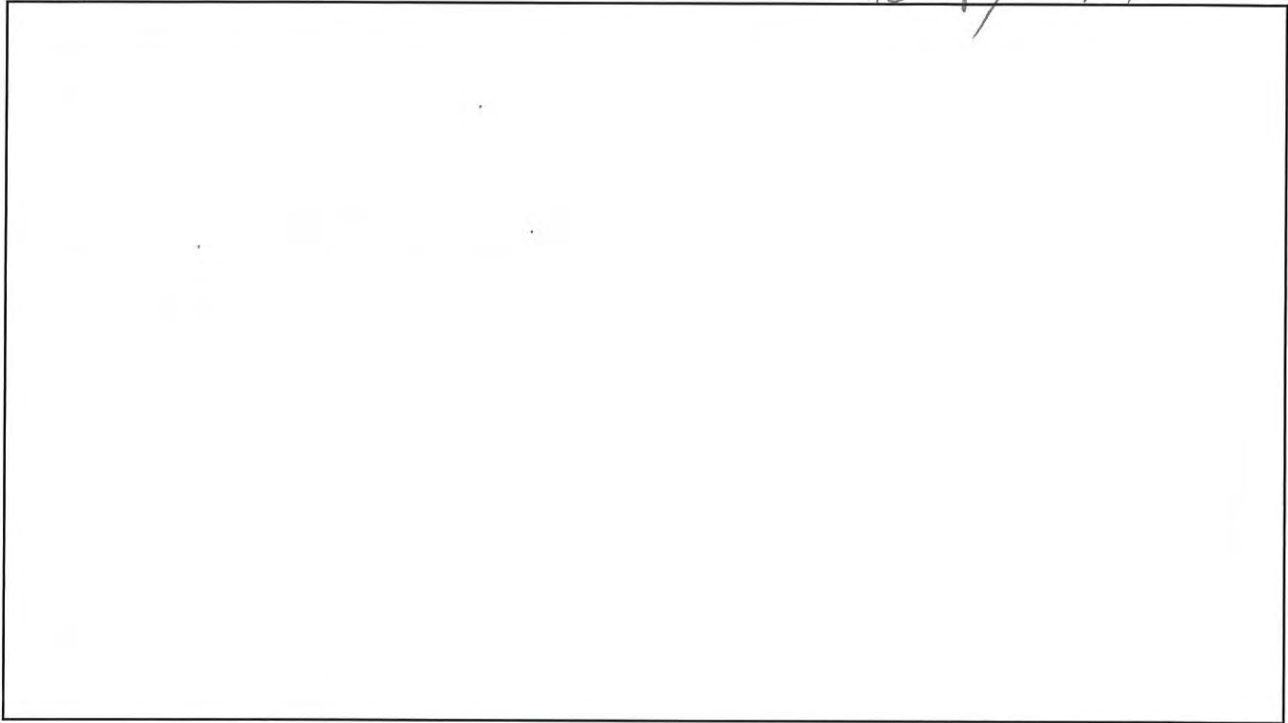
- A South Peninsula Hospital - Future Planning with guest speaker Derotha Ferraro, Director of Public Relations & Marketing
- B Discussion of regular meeting agenda items

COMMENTS OF THE AUDIENCE (3 minute time limit)

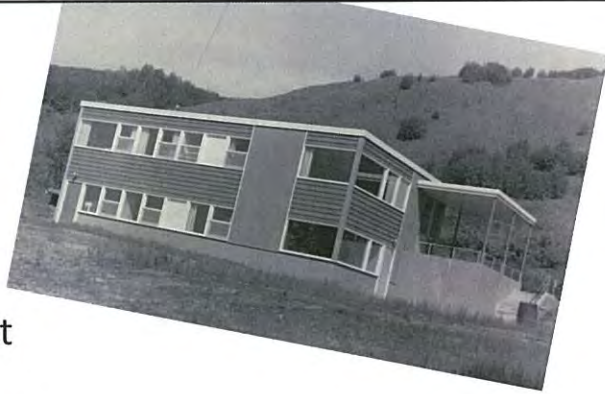
ADJOURNMENT, 6:20 PM.

The next worksession is scheduled for Wednesday, February 19 at 5:30 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

file copy 2/5/20 WSP

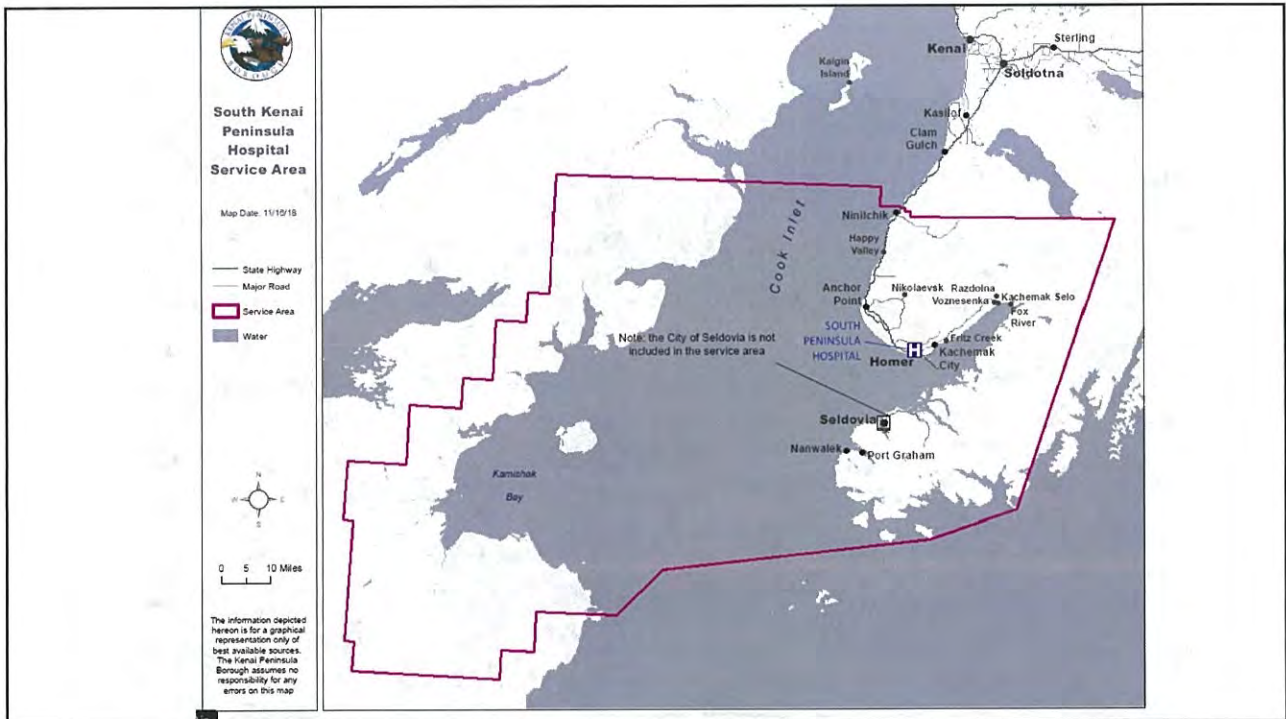


And so it began . . .



- 1956-64 Public Utility District
- 1964-1970 City of Homer
- 1969-70 Service Area Formed;
City leased land to KPB
Sublease and operating agreement

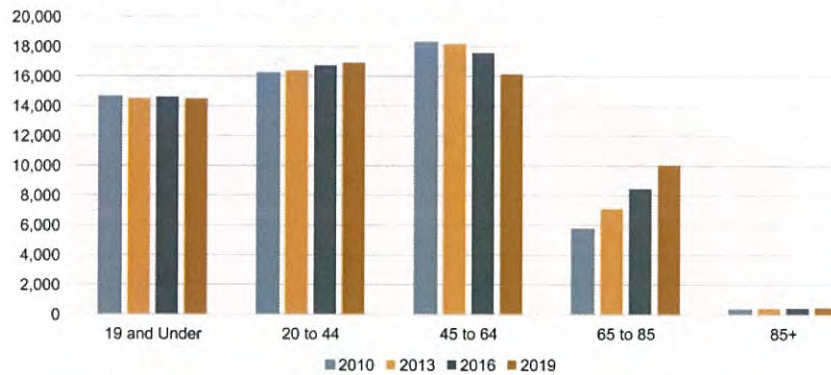
SPH is YOUR publically owned and operated community hospital



14,805 live in the service area

Community	Population	Pop %
Anchor Point	2,050	14%
Diamond Ridge	1,279	9%
Fox River CDP	678	5%
Fritz Creek	2,152	15%
Halibut Cove	83	1%
Happy Valley	608	4%
Homer	5,427	37%
Kachemak City	509	3%
Nanwalek	290	2%
Nikolaevsk	303	2%
Ninilchik	847	6%
Port Graham	179	1%
Seldovia City	219	1%
Seldovia Village CDP	181	1%
No Response		
Total	14,805	

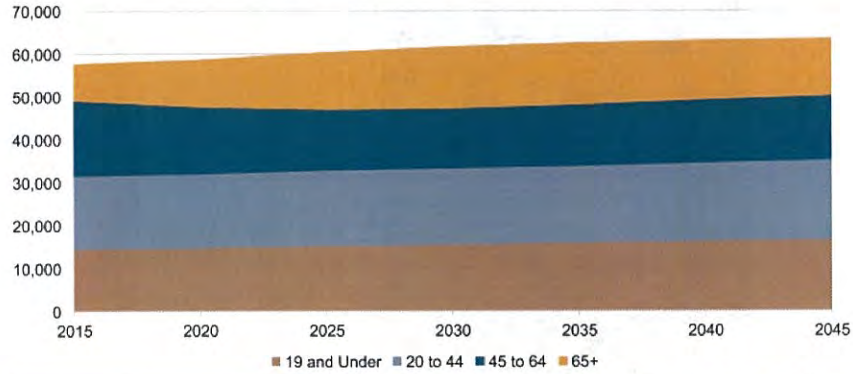
Kenai Peninsula Borough Population by Age, 2010-2019



Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	% Change 2010-2019
19 and Under	14,619	14,678	14,380	14,511	14,587	14,527	14,617	14,620	14,559	14,486	-0.9%
20 to 44	16,211	16,491	16,474	16,405	16,746	16,946	16,719	16,742	16,823	16,924	4.4%
45 to 64	18,294	18,604	18,443	18,183	17,899	17,611	17,557	17,144	16,687	16,151	-11.7%
65 to 85	5,743	6,130	6,677	7,100	7,488	7,890	8,439	8,892	9,472	10,026	74.6%
85+	330	370	383	411	405	428	422	421	450	462	40.0%

Source: Alaska Department of Labor and Workforce Development, 2019 Population Estimates.

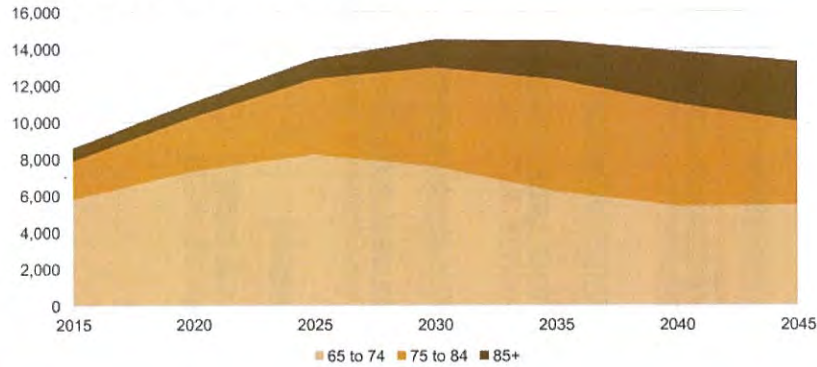
Kenai Peninsula Borough Population Projections by Age Group



Year	2015	2020	2025	2030	2035	2040	2045	% Change 2020-2030	% Change 2020-2045
19 and Under	14,527	14,802	15,223	15,521	15,990	16,361	16,653	5%	13%
20 to 44	16,946	17,128	17,569	17,727	17,763	18,145	18,515	3%	8%
45 to 64	17,611	15,680	14,210	13,978	14,416	14,801	15,033	-11%	-4%
65+	8,582	11,086	13,410	14,476	14,427	13,840	13,271	31%	20%
Total	57,666	58,696	60,412	61,702	62,586	63,147	63,472	5%	8%

Source: Alaska Department of Labor and Workforce Development, 2015-2045 Population Projections.

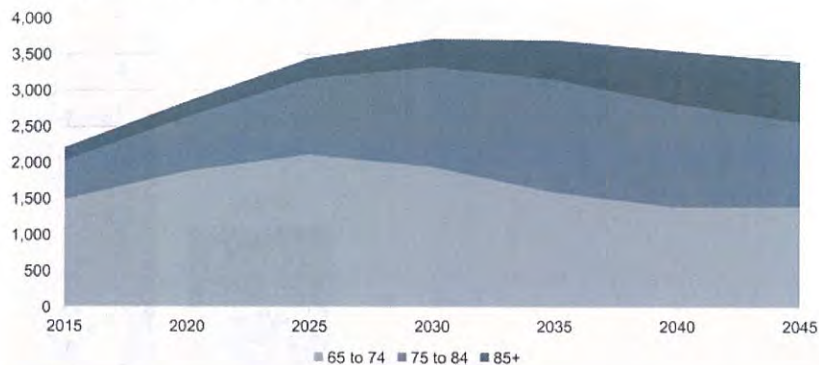
Kenai Peninsula Borough Projected Population 65+



Year	2015	2020	2025	2030	2035	2040	2045	% Change 2020-2030	% Change 2020-2045
65 to 74	5,803	7,333	8,236	7,576	6,215	5,414	5,451	3%	-26%
75 to 84	2,087	2,948	4,128	5,405	6,098	5,587	4,565	83%	55%
85+	692	805	1,046	1,495	2,114	2,839	3,255	86%	304%
Total	8,582	11,086	13,410	14,476	14,427	13,840	13,271	31%	20%

Source: Alaska Department of Labor and Workforce Development, 2015-2045 Population Projections.

Estimated Service Area Population Projected Population 65+



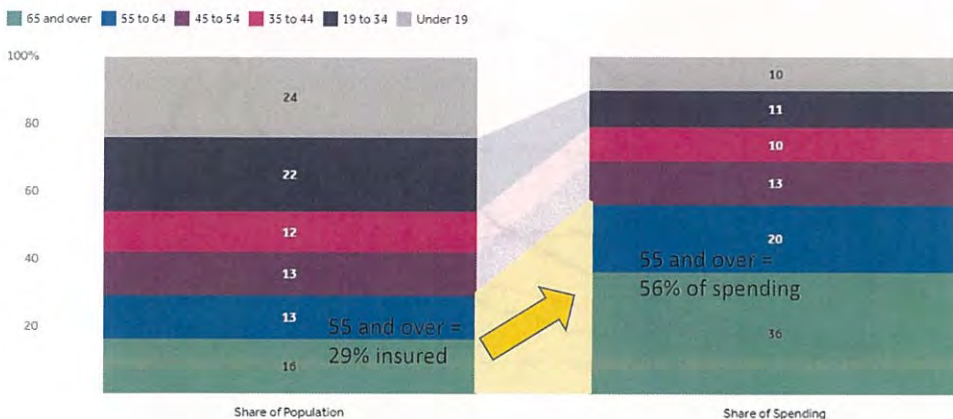
Year	2015	2020	2025	2030	2035	2040	2045	% Change 2020-2030	% Change 2020-2045
65 to 74	1,488	1,881	2,112	1,943	1,594	1,388	1,398	3%	-26%
75 to 84	535	756	1,059	1,386	1,564	1,433	1,171	83%	55%
85+	177	206	268	383	542	728	835	86%	304%
Total	2,201	2,843	3,439	3,713	3,700	3,549	3,404	31%	20%

Source: Estimates based on Alaska Department of Labor and Workforce Development, 2015-2045 Population Projections.

Aging demographics = increased reliance on health care

People age 55 and over account for over half of total health spending

Share of total health spending by age group, 2016

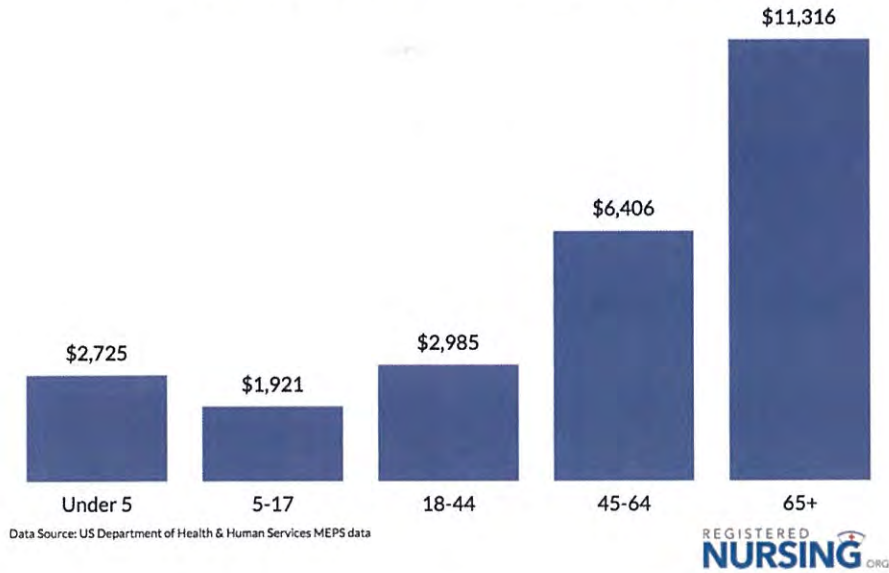


Source: Kaiser Family Foundation analysis of Medical Expenditure Panel Survey • Get the data • PNG

Peterson-KFF
Health System Tracker

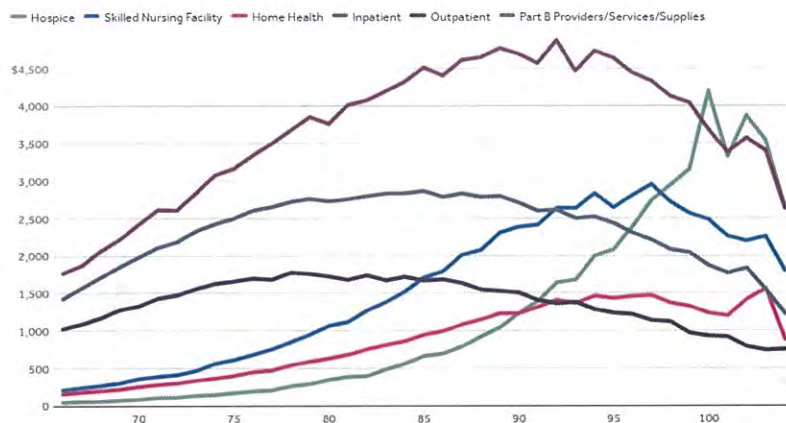
Average Health Spending by Age in the United States

Spending per year based on age group (2016)



Medicare spending for inpatient care peaks at age 92, while hospice peaks at age 100

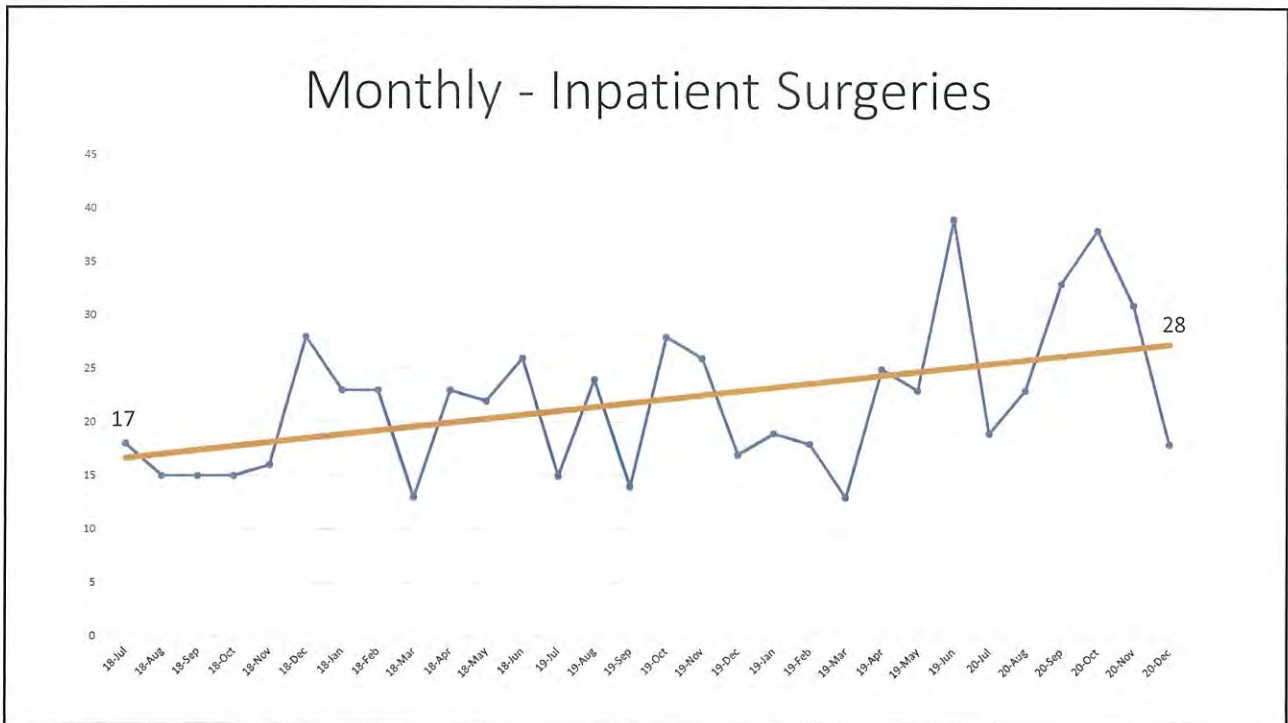
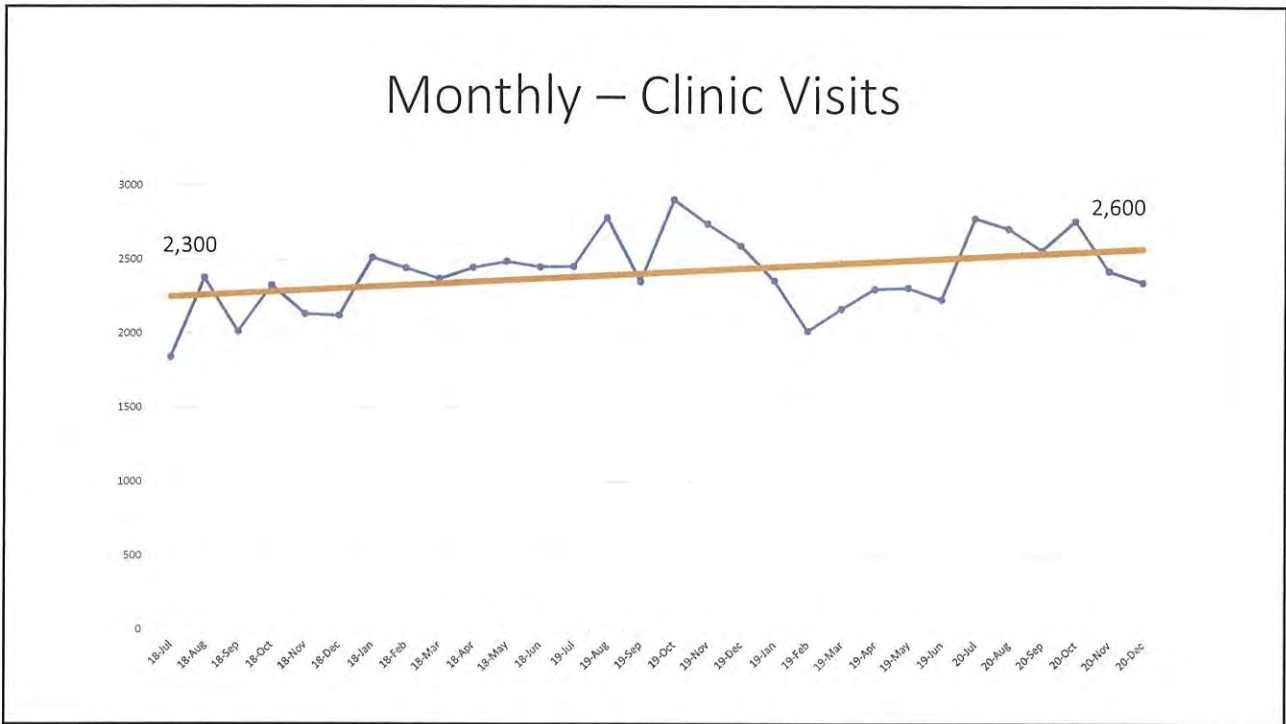
Peaks in Medicare per capita spending by type of service for traditional Medicare beneficiaries over age 65, 2014

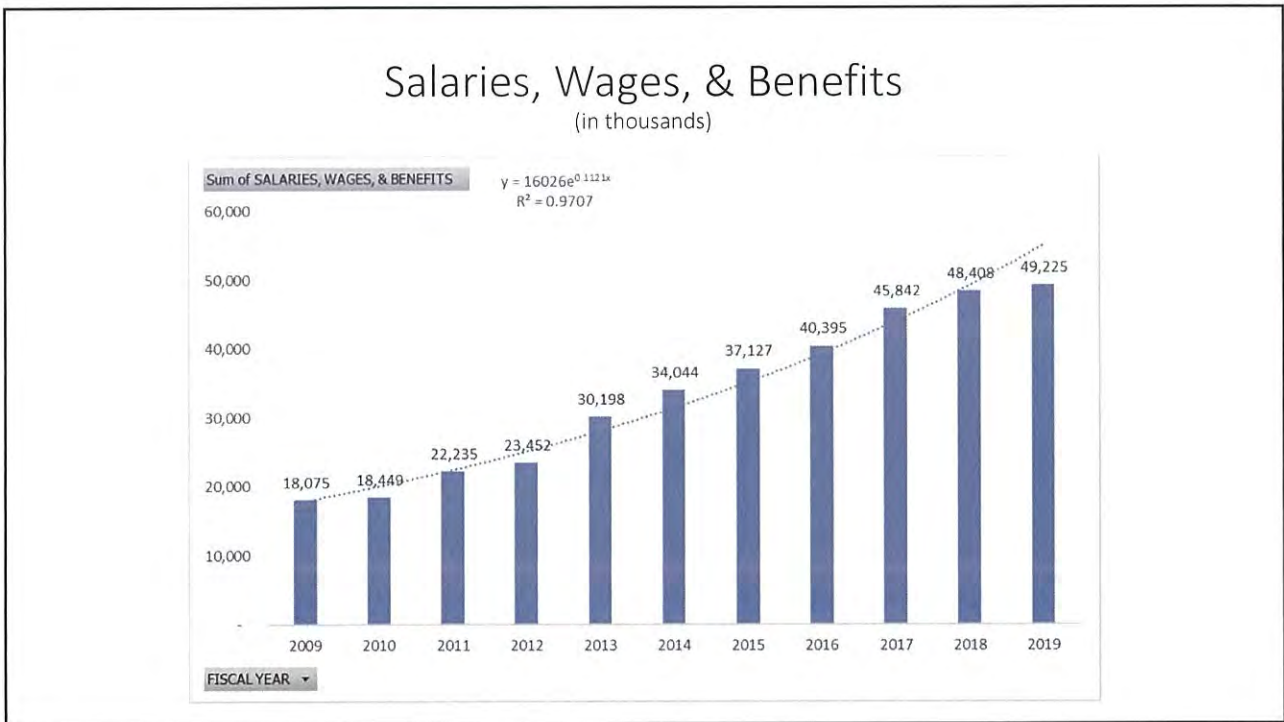
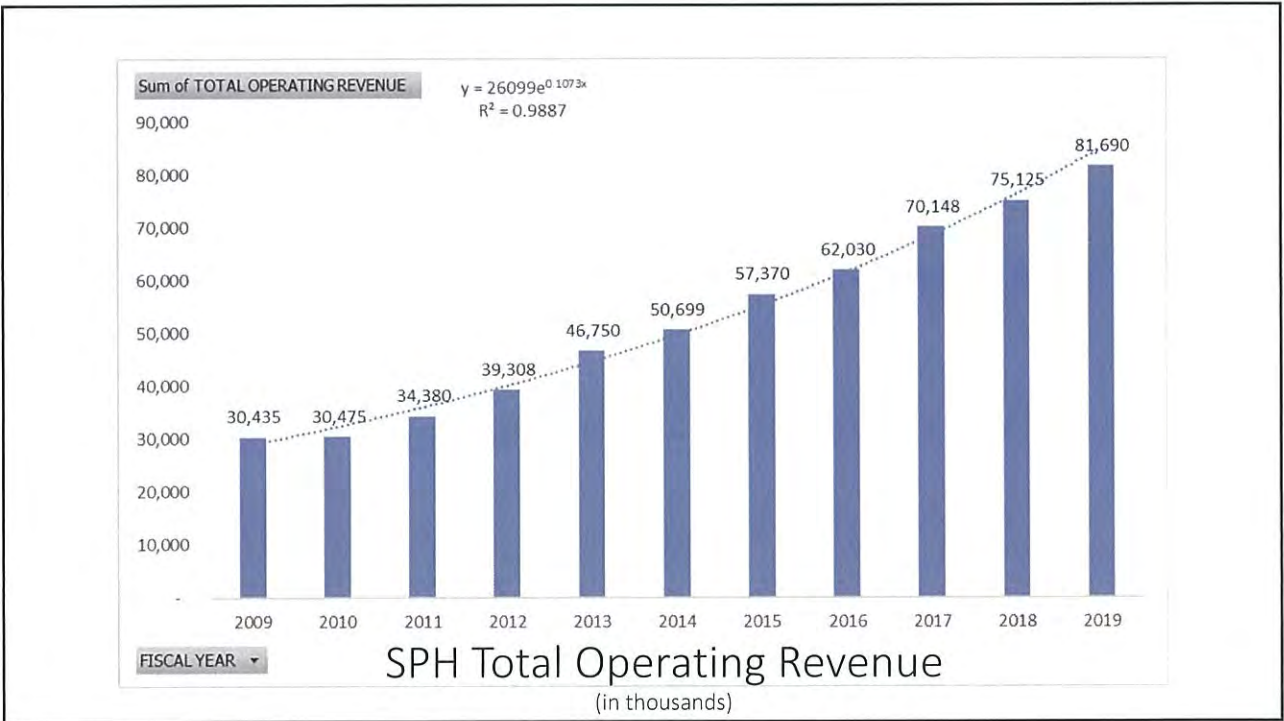


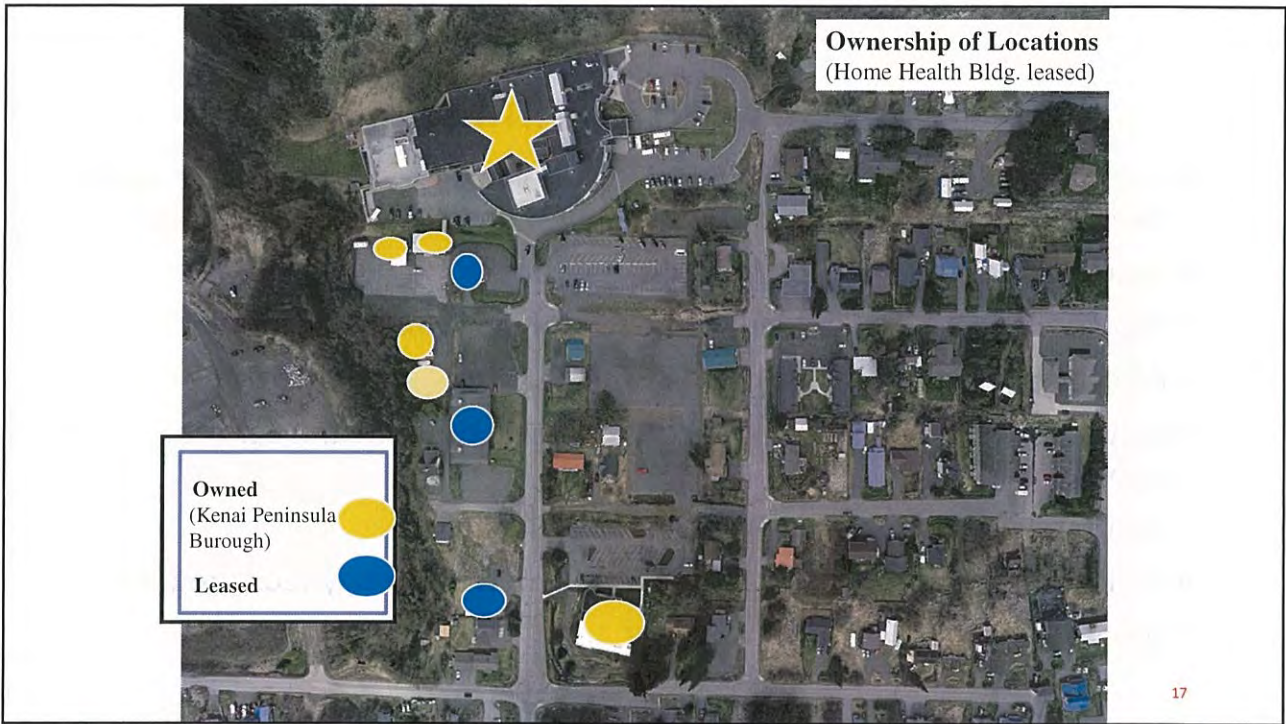
Analysis excludes beneficiaries with Medicare Advantage. *Analysis excludes people age 65 because a full calendar year of Medicare spending data is not available for everyone at this age.

Source: Kaiser Family Foundation analysis of a 5 percent sample of Medicare claims from the Chronic Conditions Data Warehouse, 2014.
 • Get the data • PNG

Peterson KFF
Health System Tracker







Air and Land Ambulances

Emergency Dept visits by ambulance – One month: 50-75

Helicopter/fixed wing Medevacs – One month: 12 E.R.; 17 in Acute Care



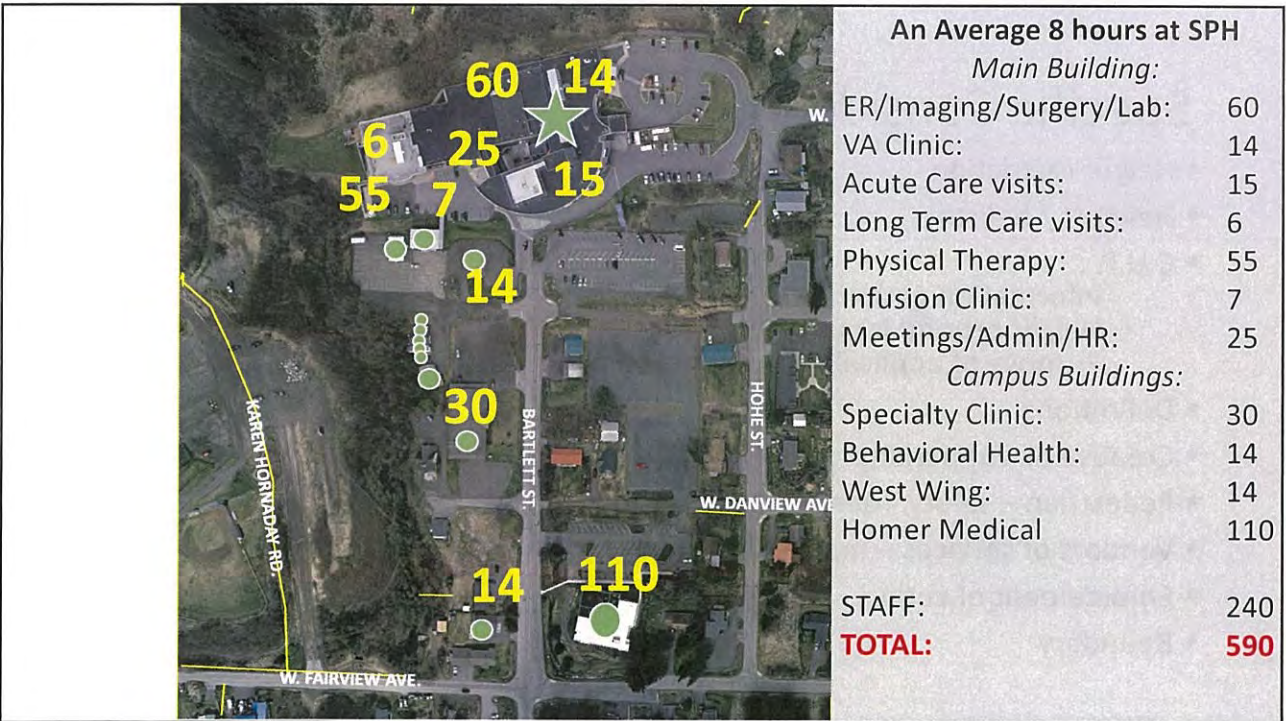
Value to the Community

- Quality of Life – Provides the care residents need to allow them to age in their hometown, keeping people in Homer and on southern peninsula
- Economic Engine – Local purchases, payroll
- 465 employees – home ownership, school enrollment
- Relocation – attraction for new investment
- Serves as an anchor for an industry – attracts other health service providers
- Brings talent to the community – spouses, family
- Enriches college (CAN, RN, Allied Health) new radiology tech program
- Greatest assets in the City of Homer

Future?

- Fully utilize 4201 Bartlett
- Master facility plan
- Respond to the needs of the aging community
- Parking





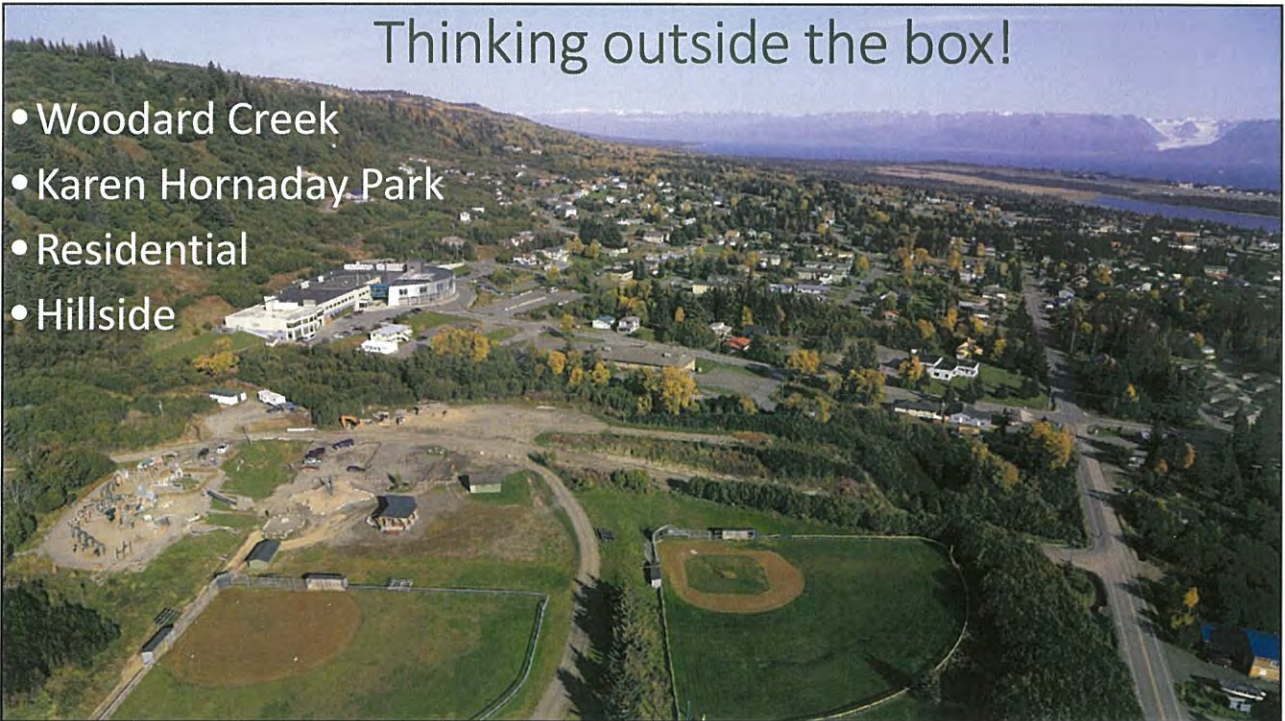
Medical District or Health Care District

- Purpose – Vision

The Medical Overlay District of the Residential Office District is primarily intended to recognize health care and wellness as a growing sector in Homer's economy and to strengthen Homer's local health care opportunities. A primary purpose of the overlay district is to provide for clustering of allied programs and businesses which will create economic synergy with the Kenai Peninsula Borough's publicly owned hospital. The overlay district provides a zone to concentrate economic activity while preserving and enhancing the residential quality of the underlying Residential Office District.

Specific Considerations:

- Height restriction
- Heliport / helistop
- C.U.P. :
 - Information gathering
 - Neighborhood input on district-level goals (lighting, traffic, etc)
 - Purpose of application – rework to be useful
- Definitions
- Creative about parking
- Pedestrian – safety, friendly, walkable, pocket parks
- Vendors of services – mobile vendors?
- Enforcement of code
- Boundary





City of Homer

www.cityofhomer-ak.gov

Planning

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Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Staff Report PL 20-13

TO: Homer Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Deputy City Planner
DATE: February 5, 2020
SUBJECT: Medical District

Introduction

At the last meeting, the Commission provided direction on proposed district boundaries and land uses. A new district map and first draft of the district are attached to this report.

Staff is working diligently to try to have a neighborhood meeting at the next planning commission work session on February 19th. To accomplish this timeframe, staff needs a few things from the Commission during this meeting (5th). At minimum to be prepared for neighborhood meeting, staff would like consensus from the Commission on the draft ordinance text and the boundaries.

Next topics: Residential screening, parking lot standards, landscaping, and building height. We may not get all the way through these topics at this meeting but some further direction for staff would be appreciated.

Discussion

Map – Please look at the draft map. Are we ready to ask the neighborhood what they think about the boundaries?

Draft District Please see the attached district language. Please make any amendments by motion. Are we ready to ask the neighborhood for feedback on this document?

Landscaping and parking lots

Please see line 105 of the draft zoning district attachment. This section sets the development requirements, topics such as landscaping, drainage, storm water plans etc – see also 21.50.020 and 21.50.030 (attached). Staff is looking for flexibility on landscaping in parking lots specifically. Under current code, parking spaces with 24 or more spaces must have a 10 foot landscaped buffer adjacent to rights of way. Staff supports this pattern of development, but in

an already developed site, it may be difficult to accommodate this specific metric. If a proposed development can't fit this buffer on a lot, or an existing parking area can't accommodate a 10 foot buffer, then additional lands must be purchased and turned into a parking lot. Staff thinks redevelopment in this area will be more successful if there is design flexibility on where the parking lot landscaping can be. Flexibility on the 10 foot buffer does not negate the requirement for a three foot landscaped buffer, where setbacks permit, HCC 21.50.030(f)(1)(a), nor does it eliminate the requirement that 10% of the parking area be landscaped. The draft code would simply allow more flexibility to accommodate the required landscaping. Please discuss minimum parking lot buffers and provide direction on any changes.

Residential Screening

Please see line 111 of the draft district. This section would require new nonresidential construction to screen parking lots and loading areas from adjacent, existing single family or duplex dwellings. Screening could be accomplished by a fence or landscaping. Please discuss and provide direction on any changes.

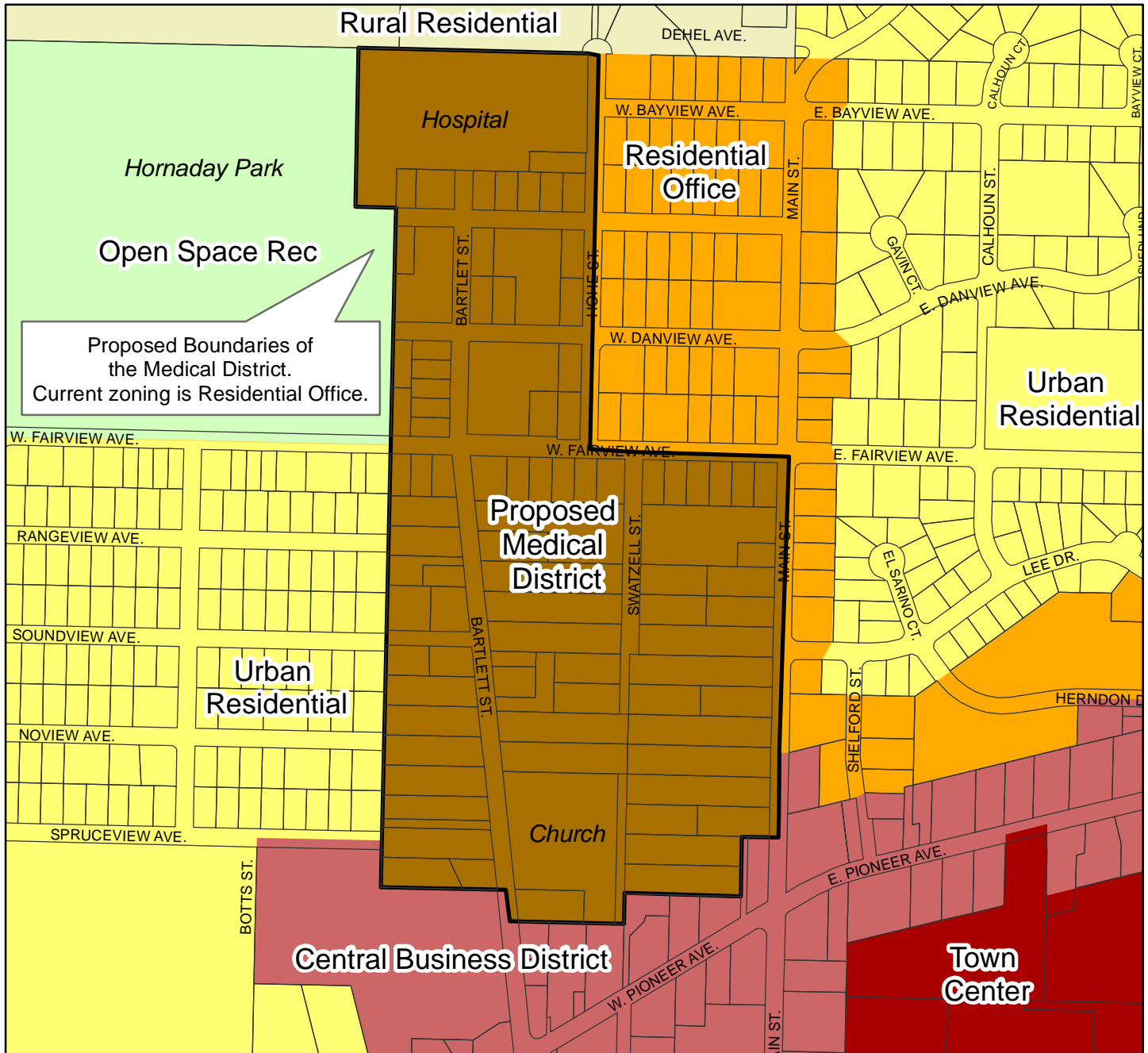
Building Height

Staff met with South Peninsula Hospital Administration to get a better idea of what the long term plans are. The current building height limitation of 35 feet was raised as a potential issue for future development. With the Commissions recent work in the East End Mixed Use district and increased building height allowance, this is a topic that deserves consideration from the Commission. Building height over 35 feet has been included as a conditional use in the draft district.

Attachments

1. Draft Area Map
2. Draft Zoning District Text
3. 21.50.030 Site Development Requirements

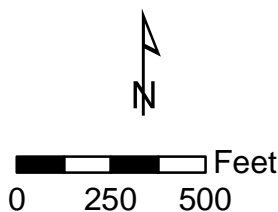
Proposed Medical District Boundaries and Current Zoning



Proposed Boundaries of the Medical District. Current zoning is Residential Office.

Legend

- Current Zones**
- Central Business District
 - Town Center
 - Rural Residential
 - Urban Residential
 - Residential Office
 - Open Space Rec
 - Medical District Draft Boundary



City of Homer
Planning and Zoning Department

1/29/2020

Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.

1 **Chapter 21.XX**

2 **M MEDICAL DISTRICT**

3 Sections:

- 4 21.XX.010 Purpose.
- 5 21.XX.020 Permitted uses and structures.
- 6 21.XX.030 Conditional uses and structures.
- 7 21.XX.040 Dimensional requirements.
- 8 21.XX.050 Site and access.
- 9 21.XX.060 Traffic requirements.
- 10 21.XX.070 Site development standards.
- 11 21.XX.080 Nuisance standards.
- 12 21.XX.090 Lighting standards.

13 **21.XX.010 Purpose.**

14 The purpose of the medical district is to provide an area near the hospital to support allied
15 industries and other professional office and limited commercial uses. The district is meant to
16 accommodate a mixture of residential and nonresidential uses with conflicts being resolved in
17 favor of nonresidential uses. Pedestrian-friendly designs and amenities are encouraged.

18 **21.XX.020 Permitted uses and structures.**

19 The following uses are permitted outright in the Medical District:

- 20 a. Single-family and duplex dwelling, excluding mobile homes;
- 21 b. (reserved)
- 22 c. Multiple-family dwelling, provided the structure conforms to HCC 21.14.040(a)(2) and
23 excluding mobile homes;
- 24 d. Public parks and playgrounds;
- 25 e. Rooming house, bed and breakfast and hostel;
- 26 f. Townhouses; (compliant w 21.53.010 (g) and (h))
- 27 g. Home occupations; provided they conform to the requirements of HCC 21.51.010;
- 28 h. Professional offices and general business offices;
- 29 i Medical clinics
- 30 j. Day care facilities
- 31 k. Day care homes

- 32 I. Personal services;
- 33 m. Museums, libraries and similar institutions;
- 34 n. Nursing facilities, convalescent homes, homes for the aged, assisted living homes;
- 35 o. Religious, cultural and fraternal assembly;
- 36 p. Storage of the occupant's personal commercial fishing gear in a safe and orderly manner and
37 separated by at least five feet from any property line as an accessory use incidental to a
38 permitted or conditionally permitted principal use;
- 39 q. Private exterior storage of the occupant's personal noncommercial equipment, including
40 noncommercial trucks, boats, campers and not more than one recreational vehicle in a safe and
41 orderly manner and separated by at least five feet from any property line as an accessory use
42 incidental to a permitted or conditionally permitted principal use;
- 43 r. Other customary accessory uses to any of the permitted uses listed in the Residential Office
44 District; provided, that no separate permit shall be issued for the construction of any detached
45 accessory building prior to that of the main building;
- 46 s. The outdoor harboring or keeping of dogs, small animals and fowl as an accessory use in a
47 manner consistent with the requirements of the Homer City Code and as long as such animals
48 are kept as pets and their numbers are such as not to unreasonably annoy or disturb occupants
49 of neighboring property;
- 50 t. Recreational vehicles, subject to the standards set out in HCC 21.54.320;
- 51 u. As an accessory use, one small wind energy system per lot having a rated capacity not
52 exceeding 10 kilowatts;
- 53 v. Mobile food services
- 54 w. Retail as an accessory use to a permitted principle use
- 55 x. Sale of durable and non-durable medical supplies and equipment
- 56 y. More than one building containing a permitted principal use on a lot;
- 57 z. Parking lots
- 58 ~~x. Apartment units located in buildings primarily devoted to business or commercial uses;~~

59 **21.XX.030 Conditional uses and structures.**

60 The following uses may be permitted in the Residential Office District when authorized by
61 conditional use permit issued in accordance with Chapter 21.71 HCC:

- 62 a. Planned unit developments, excluding all industrial uses;
- 63 b. Public or private schools;

- 64 c. Hospitals;
- 65 d. Public utility facilities and structures;
- 66 e. Mortuaries;
- 67 f. Group care homes;
- 68 g. Helipads, but only as an accessory use incidental to a hospital conditional use;
- 69 h. One small wind energy system having a rated capacity exceeding 10 kilowatts; provided, that
- 70 it is the only wind energy system of any capacity on the lot;
- 71 i. Other uses approved pursuant to HCC 21.04.020.
- 72 j. Shelter for the homeless
- 73 k. Building height over 35 feet

74 **21.XX.040 Dimensional requirements.**

75 The following dimensional requirements shall apply to all structures and uses in the Residential
76 Office District:

77 a. The minimum lot size is 7,500 square feet.

78 b. Building Setbacks.

79 1. Buildings shall be set back 20 feet from all dedicated rights-of-way.

80 2. All buildings shall be set back from all other lot boundary lines according to the number
81 of stories as follows:

Number of Stories	Setback (in feet)
1 story	5 feet
1 1/2 stories	6 feet
2 stories	7 feet
2 1/2 stories	8 feet

82

83 c. The maximum building height shall be 35 feet.

84 d. No lot shall contain more than 8,000 square feet of building area (all buildings combined),
85 nor shall any lot contain building area in excess of 30 percent of the lot area, without an
86 approved conditional use permit.

87 **21.XX.050 Site and access.**

88 a. A zoning permit for any nonresidential use or structure shall not be issued by the City without
89 an approved site plan and an approved level two right-of-way access plan that conform to the
90 standards of Chapter 21.73 HCC.

91 b. All access points to rights-of-way shall conform to the standards of a level two right-of-way
92 access plan stated in Chapter 21.73 HCC. This applies to all uses and structures.

93 **21.XX.060 Traffic requirements.**

94 A conditional use permit is required for every use that:

95 a. Is estimated to generate more than 100 vehicle trips during any hour of the day calculated
96 utilizing the Trip Generation Handbook, Institute of Transportation Engineers, 9th Edition;

97 b. Is estimated to generate more than 500 vehicle trips per day calculated utilizing the Trip
98 Generation Handbook, Institute of Transportation Engineers, 9th Edition;

99 c. Is estimated to generate an increase in the traffic to more than 100 vehicle trips during any
100 hour of the day due to a change in land use or intensity of use; or

101 d. Is expected to generate traffic that will detract from the safety of, or degrade by one level of
102 service, the highway, road, street, alley or intersection.

103 **21.XX.070 Site development standards.**

104 a. All single-family and duplex residential development in the Residential Office District shall
105 comply with the level one site development standards contained in HCC 21.50.020.

106 b. All residential development of three units or more and all nonresidential on lands in this
107 district shall conform to the level two site development standards set forth in HCC 21.50.030
108 subsections (a) through (e), and HCC 21.50.030(f)(1)(a) and HCC 21.50.030(f)(2). Parking lots
109 with a minimum of 24 spaces or more shall provide a minimum of 10% landscaped area in
110 dividers, islands or buffers or any combination thereof, adjacent or within the parking area.

111 c. New non-residential construction shall be screened from existing single family or duplex
112 dwellings by a fence or landscaping so as to obscure the view of the parking lot and loading
113 areas from the adjacent dwelling.

114 **21.XX.080 Nuisance standards.**

115 The nuisance standards of HCC 21.59.010 apply to all development, uses, and structures in this
116 zoning district.

117 **21.XX.090 Lighting standards.**

118 The level one lighting standards of HCC 21.59.030 apply to all development, uses, and
119 structures in this zoning district.

120

21.50.020 Site development standards – Level one.

This section establishes level one site development standards.

a. Slopes. All development on a site affected by a slope of 15 percent or more, bluff, coastal bluff or ravine, as described in HCC 21.44.020, shall be subject to the requirements of Chapter 21.44 HCC in addition to the requirements of this section.

b. Drainage. All development activity on lands shall conform to the following:

1. Development shall provide a drainage system that is designed to deposit all runoff into either an engineered drainage system or into a natural drainage.

2. Where open-ditch construction is used to handle drainage within the development, a minimum of 15 feet shall be provided between any structures and the top of the bank of the defined channel of the drainage ditch.

3. When a closed system is used to handle drainage within the development, all structures shall be a minimum of 10 feet from the closed system.

c. Landscaping Requirements. All development activity on lands shall conform to the following:

1. Development activities shall not adversely impact other properties by causing damaging alteration of surface water drainage, surface water ponding, slope failure, erosion, siltation, intentional or inadvertent fill or root damage to neighboring trees, or other damaging physical impacts. The property owner and developer shall take such steps, including installation of culverts or buffers, or other methods, as necessary to comply with this requirement.

2. Upon completion of earthwork, all exposed slopes and all cleared, filled, and disturbed soils shall be protected against subsequent erosion by methods such as, but not limited to, landscaping, maintenance of native vegetative cover, or plantings to minimize invasive species.

3. All exposed, cleared, filled and disturbed soils shall be revegetated within nine months following the initiation of earthwork, or reseeded by the next August 31st. Native revegetation is acceptable if the site naturally revegetates within that nine-month period. If native revegetation is not successful within that nine-month period, the property owner and developer shall revegetate by other means no later than the end of that nine-month period.

4. Drainage can be stabilized by other means than vegetation, if approved in writing by the City Engineer.

d. A stormwater plan approved under Chapter 21.75 HCC is required for development that:

1. Creates more than 25,000 square feet of new impervious surface area on a lot;

2. Increases the total impervious surface area of a lot beyond one acre;

3. Includes grading, excavation or filling that cumulatively moves 1,000 cubic yards or more of material; or

4. Includes grading, excavation or filling that creates a permanent slope of 3:1 or more, and that has a total height, measured vertically from toe of slope to top of slope, exceeding 10 feet. [Ord. 15-08(S)(A) § 1, 2015; Ord. 13-27 § 13, 2013; Ord. 10-56 § 3, 2011; Ord. 10-54 § 1, 2011; Ord. 08-29, 2008].

21.50.030 Site development standards – Level two.

This section establishes level two site development standards.

a. Site Development.

1. Development shall not adversely impact other properties by causing damaging alteration of surface water drainage, surface water ponding, slope failure, erosion, siltation, or root damage to neighboring trees, or other adverse effects.
2. Upon completion of earthwork, all exposed slopes and all cleared, filled, and disturbed soils shall be protected against subsequent erosion by methods such as, but not limited to, landscaping, planting, and maintenance of vegetative cover.
3. All exposed, cleared, filled and disturbed soils shall be revegetated within nine months following the initiation of earthwork.

b. Slopes. All development on a site affected by a slope of 15 percent or more, bluff, coastal bluff or ravine, as described in HCC 21.44.020, shall be subject to the requirements of Chapter 21.44 HCC in addition to the requirements of this section.

c. Drainage.

1. Development shall provide a drainage system, as approved by the City, that is designed to deposit all runoff into either an engineered drainage system or into a natural drainage.
2. Where open-ditch construction is used to handle drainage within the development, a minimum of 15 feet shall be provided between any structures and the top of the bank of the defined channel of the drainage ditch.
3. When a closed system is used to handle drainage within the development, all structures shall be a minimum of 10 feet horizontally from the closed system.
4. Drainage can be stabilized by methods other than vegetation, if approved in writing by the City Engineer.

d. A development activity plan (DAP) approved by the City under Chapter 21.74 HCC is required if the project includes:

1. Land clearing or grading of 10,000 square feet or greater surface area;
2. The cumulative addition of 5,000 square feet or greater of impervious surface area from pre-development conditions;
3. Grading involving the movement of 1,000 cubic yards or more of material;

4. Grading that will result in a temporary or permanent slope having a steepness of 3:1 or greater and having a total slope height, measured vertically from toe of slope to top of slope, exceeding five feet;
 5. Grading that will result in the diversion of an existing drainage course, either natural or human-made, from its existing point of entry to or exit from the grading site; or
 6. Any land clearing or grading on a slope steeper than 20 percent, or within 20 feet of any wetland, watercourse, or water body.
- e. A stormwater plan (SWP) approved under Chapter 21.75 HCC is required if the project includes:
1. An impervious surface coverage that is greater than 60 percent of the lot area (existing and proposed development combined);
 2. The cumulative addition of 25,000 square feet or greater of impervious surface area from the pre-development conditions;
 3. Land grading of one acre or greater surface area;
 4. Grading involving the movement of 10,000 cubic yards or more of material;
 5. Grading that will result in a temporary or permanent slope having a steepness of 3:1 or greater and having a total slope height, measured vertically from toe of slope to top of slope, exceeding 10 feet; or
 6. Any land clearing or grading on a slope steeper than 25 percent, or within 10 feet of any wetland, watercourse, or water body.

f. Landscaping Requirements. All development shall conform to the following landscaping requirements:

1. Landscaping shall include the retention of native vegetation to the maximum extent possible and shall include, but is not limited to, the following:

a. Buffers.

i. A buffer of three feet minimum width along all lot lines where setbacks permit; except where a single use is contiguous across common lot lines, such as, but not limited to, shared driveways and parking areas. Whenever such contiguous uses cease the required buffers shall be installed.

ii. A buffer of 15 feet minimum width from the top of the bank of any defined drainage channel or stream.

b. Parking Lots.

i. A minimum of 10 percent of the area of parking lots with 24 spaces or more shall be landscaped in islands, dividers, or a combination of the two;

ii. Parking lots with 24 spaces or more must have a minimum 10-foot landscaped buffer adjacent to road rights-of-way;

iii. Parking lots with only one single-loaded or one double-loaded aisle that have a 15-foot minimum landscaped buffer adjacent to road rights-of-way are exempt from the requirement of subsection (f)(1)(b)(i) of this section.

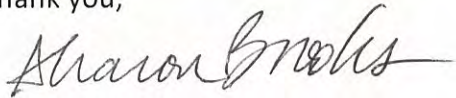
2. Topsoil addition, final grading, seeding, and all plantings of flora must be completed within nine months of substantial completion of the project, or within the first full growing season after substantial completion of the project, whichever comes first. Required landscaping will be maintained thereafter, with all shrubs, trees, and ground cover being replaced as needed. [Ord. 15-08(S)(A) § 2, 2015; Ord. 13-27 § 14, 2013; Ord. 10-56 § 4, 2011; Ord. 08-29, 2008].

February 5, 2020

To Homer's Planning Commission:

I am writing in support of creating an Eastern boundary of the proposed "medical district". I would like you to consider making Hohe St. that boundary, and the west side of Bartlett St. the western boundary. The areas to the East of Hohe St. are primarily residential and I would like to see the zoning modified to Urban Residential.

Thank you,



Sharon Brooks

Property co-owner of

196 W. Danview and

4178 Hohe St.

RECEIVED

FEB 05 2020

**CITY OF HOMER
PLANNING/ZONING**

Judith C. Lund
4178 Hohe St.
Homer, Ak. 99603
235-3608
February 3, 2020

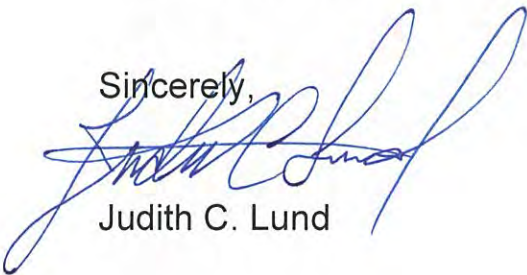
Homer Advisory Planning Commission

Dear Commissioners:

In considering a zoning change to medical for the area around the Hospital. I would like to voice my support for making Hohe Street the East boundary of the new area and having all points East of Hohe rezoned Urban Residential.

Thank you for reading my comment.

Sincerely,



Judith C. Lund

RECEIVED

FEB 05 2020

**CITY OF HOMER
PLANNING/ZONING**

February 4, 2020

To: Homer City Planning Commission

I would like to make a comment on any plans you may be considering for a zoning change to medical for the areas around the Hospital. I would like to voice my support for making Hohe Street the East boundary of the new area and having all points East of Hohe zoned urban residential.

Thank you for considering my comment. I reside on Danview Street just east of Hohe Street. I am a long term resident who has already seen many changes in my neighborhood. I would really appreciate being able to keep my neighborhood more urban residential, especially when I consider the children who play in the streets and the dogs and people who walk in our neighborhood. I'm not anxious to have a lot of noise added to the traffic that we already have.

Jeanette Price
184 West Danview Avenue



RECEIVED

FEB 05 2020

CITY OF HOMER
PLANNING/ZONING

RECEIVED

FEB 05 2020

CITY OF HOMER
PLANNING/ZONING

Rob Lund
4178 Hohe St.
Homer, Ak. 99603
235-3608
summersong@alaska.net
February 4, 2020

Homer Advisory Planning Commission

Dear Commissioners:

I read the draft proposal for the new medical district in Homer with considerable interest, and I would like to state that I am very pleased that you are addressing this necessary change in the zoning around South Peninsula Hospital. There are several features of the proposal that I would like to comment on, and in addition, I would like to offer a few suggestions based on observations of this area that I have made over the nearly thirty years that I have lived within a couple of blocks of SPH. I think these issues are relevant to your current deliberations, and I hope you will consider them as you develop your thinking on the medical district.

My three thoughts on the proposal are:

1. The traffic requirements are too dependent on individual developments as they arise. The significance of the traffic impact on a given development is really in what it adds to the total volume of traffic in the area—the *cumulative* number of vehicles is what counts, not the number of cars contributed by any specific development (which could be insignificant by itself but quite significant when added to the total). It would be more meaningful if a traffic review were required any time the additional traffic impact of a development exceeds the total allowable increase in traffic that has been generated by *all the added traffic that has occurred due to developments that have been built since the last traffic review*.
2. The landscaping standards are meaningless. A developer could add one square foot of grass here, another over there, and so on. Thus 750 one foot square patches of grass would satisfy the landscaping requirements for a 7500 square foot lot, since that would result in 10% of the area being devoted to landscaping, which, obviously, is ridiculous. The landscaped

area should be of a specified minimum size; it should specify the type of vegetation (I vote for native trees and other plants), and the percentage amount should increase with the size of the developed *area*, i.e. all the developed lots taken together, not just each lot considered in isolation. Thus, when I look out my window and see the entire ugly block of SPH, the mini desert hewed from the forest at 267 Cityview, the treeless area along Bartlett, Homer Medical Center's parking lot, the dirt-track rights of way on Danview and Cityview, I see a place that should have at least a couple of patches of spruce trees, birches, etc., of a couple thousand square feet or so each. And why not add some picnic tables, walking paths and swings for kids in order to make it multi-purpose? I, my neighbors and the employees of SPH and the clinics would welcome that sort of landscaping. I can think of no reason why development of the medical district could not, should not be coupled with parklike landscaping to combine environmental sensitivity and beauty with the utility of modern health care facilities.

3. The building height restrictions seem a little too limiting: I think it would be appropriate to promote area-wide design standards that include underground parking areas with up to three story buildings, the idea being that vertical development should be encouraged, and sprawl and surface parking should be discouraged (this could effectively free up some space for better landscaping). Furthermore, these design standards should be coupled with much, much easier access to the hospital from the parking areas (think elevators where possible)—e.g. people going to physical therapy are sometimes forced to walk from the lower SPH parking lot up the stairs (steep and a hard or impossible climb for a disabled person) and/or along icy, snow covered sidewalks with a fairly steep grade, across Bartlett Street and across the parking lot on the south side of SPH. That requires a lot of sliding around on the ice, wading through snow and dodging cars, not an easy task for someone who isn't too fast on his or her feet to begin with. Design standards for the new medical district could rectify these problems and encourage SPH to devise its own methods to create more user friendly access for patients with limited mobility.

Development in the area should be for the benefit of the *people* after all, not the developer. That is the point of the hospital (and health care in general), is it not?

Next I would like to discuss the overwhelmingly *residential* nature of the area to the east of South Peninsula Hospital. One of the salient features of this part of Homer is the heavy usage of the streets by pedestrians, joggers, children at play, people out for a stroll, with or without pets, cyclists, dogs visiting neighboring lots, moose here and there, cranes wandering around the streets and yards... non-vehicular use is common and rather heavy, regardless of the weather, all year long. We who live here like it that way—it is in many ways a quintessentially Alaskan residential area, and the residents should not be expected to approve of threats to the non-vehicular users of the streets. Unfortunately, those threats do in fact exist in some places, and with increased development in the future, those threats will increase concomitantly, placing more people, children and animals at risk. In fact, the opening of the right of way on West Danview west of Hohe Street has already increased vehicular traffic on West Danview as vehicles exit the Homer Medical Center parking lot in order to follow the shortest route to Main Street. As noted below, this is hardly a desirable way to route vehicular traffic exiting the medical district. Here are some suggestions.

Hohe Street is a natural dividing line. Located to the west of Hohe are the hospital as well as the majority of support businesses and clinics. By far the largest square footage of these uses lie to the west of Hohe, and a large share are fairly recent developments. Development to the east of Hohe is primarily residential. There are relatively few clinics; the clinics themselves are relatively small in square footage, and most have been in existence for quite a few years if not decades. To the west, medical uses dominate, and residential uses are not well integrated in most of the area adjacent to SPH. In contrast, to the east, residential uses dominate, and the few clinics there are well integrated into the area. The bulk of the pedestrian and other non-vehicular uses of the streets are found along Hohe and to the east, while west of Hohe, parking lots abound, and the streets are filled with cars, not cyclists, children and pets. This situation suggests a couple of directions for zoning and design in the area.

First I think it would be wise to recognize Hohe Street as the eastern boundary of the medical district, since that is the existing *de facto* line separating the medical and residential areas. Second, the areas to the east of Hohe currently mix vehicular and non-vehicular traffic in ways that jeopardize the welfare of the people, children and animals that use those streets—in short, they need to be made more secure for non-vehicular users. This can be done by relative simple

and inexpensive changes like crosswalks and signs warning drivers of the presence of children. More complex and expensive approaches such as diverting traffic to collector streets like Bartlett and closing the poorly developed, unmaintained right of way on West Danview are also worthy of consideration. One change that should be discussed is lowering the speed limit on West Danview between Hohe and Main streets to 15 MPH. That is one of the areas that is most heavily used by children, especially, pets and others. A factor that increases the risk to children and pets is the presence of cars and trucks parked on one or both sides of Danview, obscuring sight lines and providing cover from which children and pets can, and often do emerge suddenly into the street. Since it is easier to change the speed limits than human behavior (particularly the behavior of young humans), changing the former would seem to be the better choice.

The third issue to consider is the fate of the residential area to the east of Hohe. In less than a year, two medical uses—a clinic on Fairview and a hydrotherapy clinic on Hohe—have been built. The inescapable pattern is that the clinics that characterize the area to the west of Hohe are encroaching on the residential area to the east. In order to protect the residential area, one obvious move would be to rezone everything from Hohe Street eastward from Residential Office to Urban Residential. I strongly support this change, and I know that many of my neighbors agree or would do so if there had been the robust public discussion that should precede zoning changes in their neighborhood.

Finally, I would like to mention the current status of Main Street and its function—or perhaps dysfunction—in the community. Main Street is a major collector that carries traffic from the medical area around SPH and from the very large residential area north of Pioneer down the hill to the main business district of Homer and onward to the Spit, East Road and the Sterling Highway. It also has a substantial amount of pedestrian and bicycle traffic; people walk to town and back along Main; school buses offload their passengers on Main, and many of those passengers walk along Main Street on their way home. Fifteen years ago, Main Street was identified as needing an upgrade, and as of this writing, nothing has changed: The lighting is poor; sidewalks are absent; the shoulders are weedy, muddy, icy in winter and narrow; in many places they are narrower than the three feet specified in the design standards, even when they are not covered by snow berms; people, often in dark clothing walk on both sides of the street, often with their backs to the traffic; everyone, school children included, is frequently forced

to walk in the traffic lanes because of accumulated snow and ice. Main Street is a disaster lurking in the winter gloom, and by its side is inevitably a smart lawyer and a very unpleasant lawsuit that the City would surely wish to avoid. I think it is urgent that the Planning Commission put a discussion of an upgrade to Main Street at the top of its to-do list.

My thanks to the Planning Commission for reading and evaluating long letters like this one and for listening to the concerns of Homer's residents.

Sincerely,
Rob Lund

A handwritten signature in cursive script that reads "Rob Lund".

Session 20-03, a Regular Meeting of the Planning Commission was called to order by Chair Venuti at 6:30 p.m. on February 5, 2020 at Cowles Council Chambers in City Hall located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMISSIONERS VENUTI, PETSKA-RUBALCAVA, HIGHLAND, SMITH

ABSENT: COMMISSIONER BENTZ (EXCUSED), DAVIS (EXCUSED), BOS

STAFF: CITY PLANNER ABOUD
DEPUTY CITY PLANNER ENGBRETSSEN
DEPUTY CITY CLERK KRAUSE

The Commission met in a worksession at 5:30 p.m. prior to the meeting. On the agenda was a presentation from Derotha Ferraro, Director of Public Relations and Marketing, Lane Chesley former Board member and Advisor on the issue of the Medical District and Glen Radtke, Facilities Director with South Peninsula Hospital on the Hospital, Services, Demographics for the Southern Peninsula, Facilities owned and leased, the number of emergency visits by Ambulances and Air and the average number of visits in an eight hour day. The benefits to creation of a Medical or Health Care District and offered some recommendations and/or considerations during the creation of the district.

APPROVAL OF THE AGENDA

Chair Venuti called for a motion to approve the agenda as presented.

SMITH/HIGHLAND – SO MOVED.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENT ON ITEMS ALREADY ON THE AGENDA

RECONSIDERATION

ADOPTION OF CONSENT AGENDA

- A. Planning Commission Regular Meeting Minutes of January 15, 2020
- B. Decisions & Findings Document for CUP 20-03, to allow townhouse developments at 436 & 450 Soundview Ave.

Chair Venuti requested a motion to approve the Consent Agenda.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

B. Staff Report 20-13, Medical District Planning

Chair Venuti introduced the item by reading the title into the record.

Deputy City Planner Engebretsen reviewed Staff Report 20-13 and noted that they have received several comments on the district and copies were provided. She further stated that based on the outcome of tonight's meeting she is prepared to mail out approximately 300 notices for a Neighborhood Meeting for the next worksession. Ms. Engebretsen provided a brief outline on how she envisions the Neighborhood meeting to be conducted. Since there are no Public Hearing scheduled for the next meeting the public can comment on the record at the regular meeting.

Deputy City Planner Engebretsen then requested the Commission to review the proposed draft map and fielded comments from the Commissioners on the following:

- Boundaries/District to exclude the lots along Fairview from Swatzell to Main Street since they are smaller and residential in nature
- Keeping the lots in the district would actually increase the value to the lots
- Some lots have been improved and some are ripe for development but those lots would still remain Residential Office
- property owners being able to opt out of the district
- building heights would be later on the agenda
- waiting to see how the public reacted before changing the boundaries of the proposed district
- Property owners are not going to be interested in attending multiple meetings
- Consideration of the public comments received from the Neighborhood Meeting
- Notice will be mailed out when a Public Hearing will be conducted on the final proposed district
- Recommendation to have clean lines for the boundaries and not having a lone parcel

The Commission agreed by consensus on the draft medical district map as presented.

Deputy City Planner Engebretsen provided guidance on the parking issue in response to Commissioner Highland's question on land with regards to the parking issue at the hospital.

Commissioner Smith expressed concerns on allowing hostel, noting that he was fine with B & B's and having facilities available nearby for families of patients to stay close but was concerned with how the general public would view them.

A general discussion ensued on the differences between hostel, B & B and rooming house and that currently were permitted outright in Residential Office. Similar experiences were shared on facilities offered by Providence in Anchorage.

Deputy City Planner Engebretsen reviewed the definition of hostel for the Commission.

Concerns were expressed that if hostels were allowed then that may encourage people to jump on the Air B & B bandwagon and the intent to provide for the medical aspect would be negated.

SMITH/HIGHLAND MOVED TO STRIKE THE TERM "HOSTEL" FROM LINE 25 OF THE DRAFT ORDINANCE.

There was no further discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Deputy City Planner Engebretsen continued her review of the recommended permitted uses noting the following:

- retail would be allowed as an accessory use to the principle permitted use
- more than one building containing a permitted principle use on a lot, which is what triggers the most conditional use permits
- parking lots and mobile food services
- allowing small restaurants and/or cafés would be difficult due to Land Use conflicts with the residential aspects but having a Coffee Shop in the building such as Homer Medical would be allowed since it is assumed that it is providing for those personnel and clients
- towers would be addressed in another section at a future meeting
- if they were going to regulate chickens more than what is currently regulated they should address that city-wide not by district.

City Planner Abboud questioned eliminating the more than one building. Ms. Engebretsen responded that Line 56 would allow more than one building.

Hearing no further questions from the Commissioners she proceeded to review the conditionally permitted uses noting the following:

- requiring group care homes to be conditionally permitted while nursing homes, convalescent homes, homes for the aged and assisted living homes which are similar facilities are permitted outright
- Shelter for the homeless

A brief discussion ensued on the applicability of Homeless Shelters being appropriate in a professional/residential district, being allowed in two other districts, demographic requiring a homeless shelter may require medical services.

The Commission agreed by consensus to remove shelters for the homeless as a conditional permitted use.

Deputy City Planner Engebretsen then focused on the Building Height, noting that it was not the appropriate area to address this but requested input from the Commission on allowing buildings over 35 feet.

A brief discussion on changing the parameters to allow a building over 35 feet and not inclusive of the roof design, present what a five story building would look like, and the requirement of Fire Marshall review and approval.

There was consensus among the Commission on planning for the future to allow as a conditional use buildings over 35 feet.

Discussion ensued on limiting helipads/heliport and consideration of allowing Heliports in the General Commercial Two district. There are concerns on the industrial aspects with the storage of fuels, etc. There is recognition that helicopter traffic will increase over time and it is appropriate in the area of the airport which would require a zoning change.

Next the Commission discussed the landscaping and/or screening requirements shown on line 111 of the draft ordinance requiring new non-residential construction be screened from existing residential single family or duplex dwellings and obscuring the view of a parking lot from those dwellings. Deputy City Planner Engebretsen noted that it would not apply if a residential dwelling was built next to an existing commercial facility.

Deputy City Planner Engebretsen then noted that the site development standards were almost identical to the Residential Office District with the following exception:

- Parking Lots with a minimum of 24 spaces will be required to have 10% landscaped area in dividers, islands or buffers adjacent or within the parking lot

There was a brief discussion on the existing code reflected on page 73 of the packet will still apply regarding Site Development Standards – Landscaping requirements.

Deputy City Planner Engebretsen reviewed the following comments made in Mr. Lund's letter that was provided as a laydown.

- The traffic study was recommended by the Commission when the Transportation Plan was updated. Mr. Lund approved that recommendation.
- He did not approve of the landscaping requirements believing that they were too minimal
- Mr. Lund supported allowing taller buildings
- The apparently approve of the boundaries as proposed.
- He would prefer to see Danview area as residential office.
- The city is working on a traffic calming manual and sidewalks would be preferred but as a consideration for the future and the needs grow the Commission can discuss that issue.
- Since this area is the emergency route it may not be a consideration to reduce the speed limit or put speed tables, etc.

NEW BUSINESS

INFORMATIONAL MATERIALS

A. City Manager Report for January 13, 2019 City Council Meeting

COMMENTS OF THE AUDIENCE

COMMENTS OF THE STAFF

COMMENTS OF THE COMMISSION

Commissioner Petska-Rubalcava announced that she would be absent for the March 18, 2020 meeting.

Commissioner Smith commented that it was a good meeting and he appreciated all the work that was done for the medical district. He further stated that for him with this type of development, it brings the question forward, "Is our Transportation Plan sufficient?" At some point in the near future they need to address some issues if they develop a medical district, Main Street has to change. They will need to pay attention to some things. If the medical district does promote large use resources, buildings and facilities, and things like that, then Bartlett will not be sufficient and Main Street will become more dangerous. In the future they will have to really evaluate the Transportation Plan.

Chair Venuti commented that he had nothing further to add and agreed it was an interesting meeting.



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

City of Homer Agenda

**Planning Commission Worksession
Wednesday, February 19, 2020 at 5:30 PM
City Hall Cowles Council Chambers**

CALL TO ORDER, 5:30 P.M.

AGENDA APPROVAL

DISCUSSION TOPIC(S)

- A Presentation on the Proposed Medical District **additional information on p. 19 of the regular meeting packet**
- B Neighborhood Open House
- C Discussion of regular meeting agenda items (time permitting)

COMMENTS OF THE AUDIENCE (3 minute time limit)

COMMENTS OF THE COMMISSION

ADJOURNMENT, 6:20 P.M.



City of Homer

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491 East Pioneer Avenue
Homer, Alaska 99603

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(p) 907-235-3106
(f) 907-235-3118

Neighborhood Meeting Sign in Sheet

Proposed Medical Zoning District

February 19, 2020

Name	Email	Physical Address
Carol + Merlin Cardes	ccmc99603@gmail	146 E Fairview Ave
Dean Schroeder	fatcat@alaska.net	254 W. Fairview Ave.
Wm. + Judy Marley	wmarley@mac.com	183 W. Bayview Ave.
LANE CHESLEY	lane.chesley@gmail.com	263 W. FAIRVIEW 107th
Nora Raymond	292v99@gmail.com	4129 Bartlett
Ryan Smith	rsmith@sphosp.org	4300 Bartlett
FRANK BAUER	FRANKBAUER928@GMAIL.COM	4009 Bartlett St.
Sandra Glidden	alliswellin.alaska@yahoo.com	4178 Bartlett
JAMES SALING	282 W	282 W DANVIEW AVE.
Shirley Redete	ser@sphosp.org	4300 Bartlett St.
Karin J Maules	weokar70@gmail.com	202 W Pioneer Ave #C Homer
LARRY TRIPP	AVMALE8@YAHOO.COM	502 RANGEVIEW AVE
Jim Preston	jpreston60@gmail.com	3895 Bartlett ST.
Jan Preston	" " "	" " "



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Neighborhood Meeting Sign in Sheet

Proposed Medical Zoning District

February 19, 2020

Name	Email	Physical Address
Lou Stewart	lou@homer@hatmail.com	344 NOVIEW
Scott Simons	4050 ELSAN	whatsupscott@gmail.com
Jay Marley	jaymarley@alaska.net	4252 Hohe St.
Jay Barrett	Jay@KBBI.org	KBBI
Rob Lund	summer@alaska.net	4178 Hohe St.
Sharon Brodes	homerhohe@gmail.com	4178 Hohe St.
BRIAN MCCARTHY	HOMERALASKA@XEROX.COM	122 CITY VIEW
ANDREI SYGANZIKO		247 FAIRVIEW
Tim Haigh		3857 MAIN ST.



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Public Comment Sheet

Neighborhood Meeting of February 19, 2020

Proposed Medical Zoning District

Lots on both sides of Hohe and
Bartlett (1 house/lot deep) should be
included in this designation.

4136 Hohe owner, Carol & Merlin Cardes

Your Name (optional, but encouraged!): _____

2/19/20 MD comments
HPC

In 2019, approximately 250 patients were transported from Homer by helicopter and fixed wing aircraft to hospitals in Anchorage. This is called a Medi Vac. Most of the transports were by helicopter from the hospital helipad. Patients are transported to receive life-saving care that is not available at South Peninsula Hospital. Every minute that can be saved during transport increases a patient's potential for a more positive health outcome. Currently, in the Residential Office District, the hospital's helipad is a Conditional Use but only as an accessory use incidental to a hospital conditional use. In the proposed Medical District, a helipad is listed as a Conditional Use with the same conditions.

Patient transport volumes are anticipated to grow on an annual basis. As a result, our hospital administration was recently engaged in discussions with a Medi Vac helicopter service provider that is considering basing a helicopter in Homer. Such a move would be a tremendous win for *the residents of our hospital service area because transport times could be reduced by as much as 50 percent.* Currently helicopters are based and dispatched out of Anchorage. Once the helicopter arrives at the hospital helipad, the Medi Vac medical team enters the hospital to complete preparations with ER staff to transport the patient. During this time period, the helicopter flies to Homer airport for refueling. The helicopters cannot carry enough fuel to make a round trip from Anchorage to Homer and have the required fuel reserves on board. The refueling process adds additional overall time to the transport window.

South Peninsula Hospital requests that the new Medical District allow both helipad and heliports within the district. In such a scenario, it is possible for the hospital to work with the relevant federal, state and local regulatory agencies toward the end of providing refueling services at the hospital campus thereby saving critical time in the patient transport window.

LANE CHESLEY

299-7335

lane.chesley@smh.com



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Staff Report PL 20-15

TO: Homer Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Deputy City Planner
DATE: February 19, 2020
SUBJECT: Medical District

Requested action: Listen to citizen comments on the draft ordinance and consider any changes to the draft map and zoning text. Time allowing, provide feedback to staff on the sign code and tall tower code amendments.

Introduction

The work session will be a neighborhood meeting. Approximately 287 letters were mailed to property owners inviting them to the meeting. A map and copy of the draft ordinance were included. Information was posted on the City main website as well as the Planning Department page. This information will be updated as the process moves forward. Staff has had a few phone calls and walk in customers with questions, but generally a low level of response.

At the work session, staff will make a presentation about the project, and will facilitate a question and answer session. If we have a large turnout (more than 30 people or so), staff will separate into groups. Toward the end of the work session, people can comment to the Commission, or they can wait and comment during the regular meeting.

Next Steps

With citizen feedback from the meeting, the Commission can decide if there are topics they would like to further refine. Beyond citizen feedback on the draft medical District, there are two other sections of code that need to be addressed; the sign code, and tall structures.

Sign code

Staff recommends using similar sign code provisions to the existing Residential Office zoning district. That district has a large sign allowance for major streets; staff recommends making this allowance district wide. The end result is that a property can have 50 square feet of signage. Additionally, external illumination should be allowed. Staff has provided a draft sign code, using a mixture of existing Residential and Central business District sign codes as a

model. The Medical District has a draft sign area of 50 square feet, which is existing code along Bartlett Street. More sign types have been allowed. Please see attachments. Amendments are proposed:

Line 19: adding the MD to the Key for Tables 1-2

Line 22: adding the MD to Table 1, Sign Types

Line 49: adding MD to Table 2 Part A, Maximum Total Sign Area Per Lot by Zoning District

Line 68: removing reference to areas that will change from RO to MD

Line 74: adding language regulating freestanding signs in MD

Line 79: adding MD to Table 3, Permitted Sign Characteristics by Zoning District

Staff recommendations: Provide any guidance on the sign code amendments.

Tall Towers

Staff recommends tall tower regulations stay the same for this area. HCC 21.58.030 would be amended as follows:

21.58.030 Permission for communications towers.

- a. Except as provided in subsection (b) of this section, a communications tower is permitted as a principal or accessory use or structure in each zoning district.
- b. A communications tower that exceeds the following maximum height for the zoning district in which the communications tower is located is permitted only when authorized by conditional use permit issued in accordance with Chapter 21.71 HCC.

District	Maximum Height (feet)
CBD	60
TC	60
GBD	60
GC1	120
RO	85
<u>MD</u>	<u>85</u>
UR	60
RR	85

District	Maximum Height (feet)
CONS	60
GC2	120
EEMU	120
MI	120
MC	120
OSR	60
BCWPD	120

Staff Recommendation

Listen to citizen comments on the draft ordinance and consider any changes to the draft map and zoning text. Time allowing, provide feedback to staff on the sign code and tall tower code amendments.

Attachments

1. Neighborhood invitation
2. Draft sign code amendments



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February 6, 2020

Dear Landowner,

You are invited to a neighborhood meeting regarding two proposed zoning changes in your area. Attached to this letter is a map of the proposed Medical Zoning District boundaries, and a copy of the draft zoning code. The purpose of the meeting is to give residents the opportunity to learn about the potential zoning changes and have a conversation with the Planning Commission. This is not a public hearing and no final decisions will be made.

Why are changes being proposed? Homer City Council passed a six month moratorium on new professional offices and clinics and directed the Planning Commission to look at how the area around the hospital is developing. Recently, several new medical clinics have gone through the permitting process and there have been neighborhood concerns about traffic and land use. The moratorium area is north of Fairview up to the hospital, and includes properties from Bartlett east to Main Street. To date, the Planning Commission has created a draft map and zoning code. With these items on paper, the Commission is ready to fine tune the proposals with your input.

When: 5:30-6:20 pm, Wednesday February 19th. Presentation at 5:30, followed by questions and discussion

Where: 491 E Pioneer Ave, Homer City Hall Cowles Council Chambers

Who: Landowners, area residents, Homer Planning Commission and Planning Department Staff

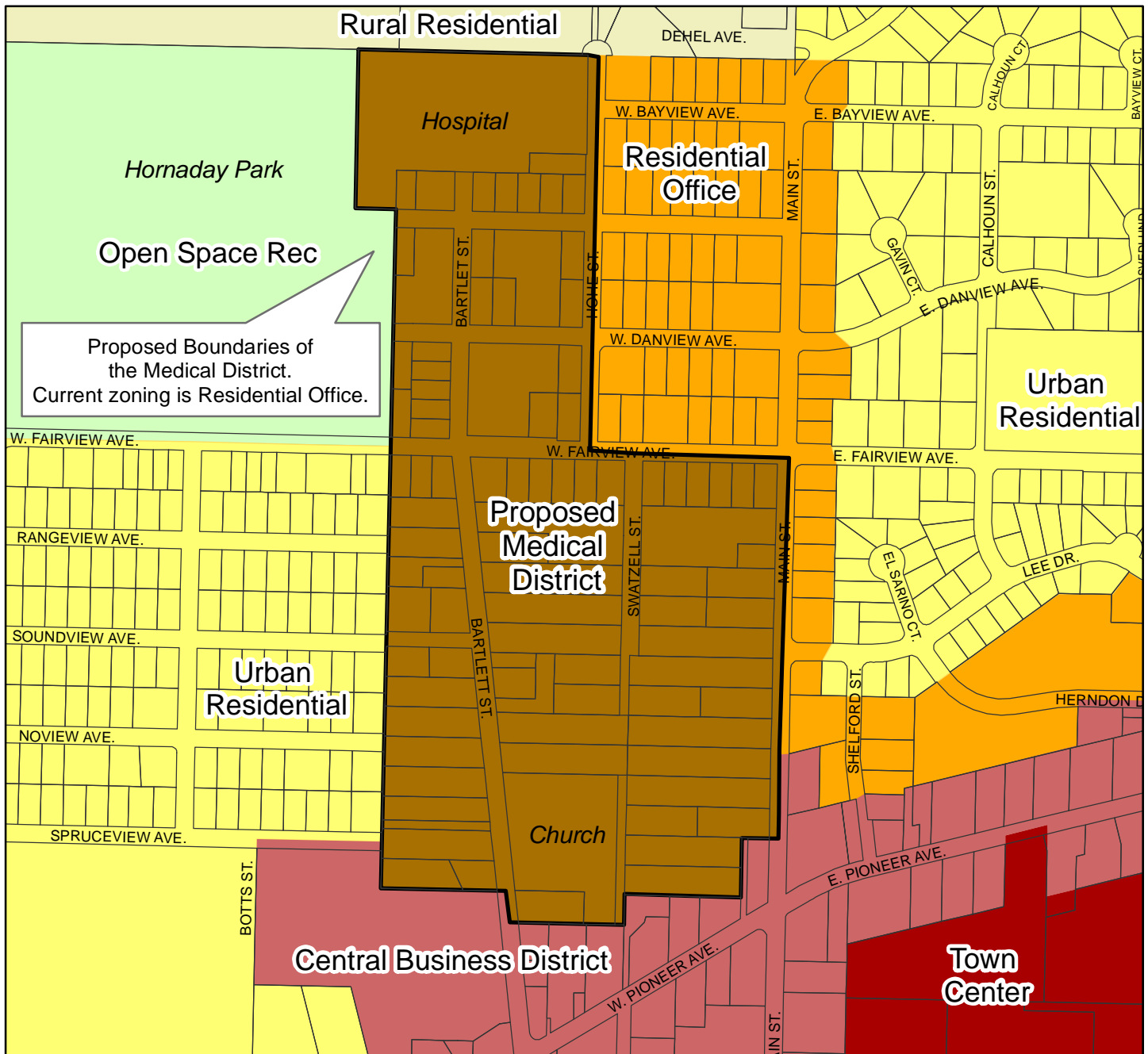
What happens next? The Council tasked the Commission to respond by June 30th. Between now and June, there is ample time to hold another neighborhood meeting if desired. There will also be formal public hearing, prior to the June 30th deadline.

For more information, call 235-3106 to speak with City Planner Rick Abboud, or Deputy City Planner Julie Engebretsen. Or visit the Planning Department website at <https://www.cityofhomer-ak.gov/planning>

Sincerely,

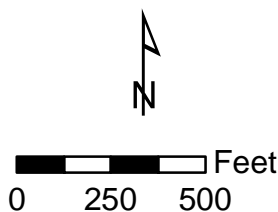
Rick Abboud, AICP
City Planner

Proposed Medical District Boundaries and Current Zoning



Legend

- Current Zones**
- Central Business District
 - Town Center
 - Rural Residential
 - Urban Residential
 - Residential Office
 - Open Space Rec
 - Medical District Draft Boundary



City of Homer
Planning and Zoning Department

1/29/2020

Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.

1 **Chapter 21.XX**

2 **M MEDICAL DISTRICT**

3 Sections:

- 4 21.XX.010 Purpose.
- 5 21.XX.020 Permitted uses and structures.
- 6 21.XX.030 Conditional uses and structures.
- 7 21.XX.040 Dimensional requirements.
- 8 21.XX.050 Site and access.
- 9 21.XX.060 Traffic requirements.
- 10 21.XX.070 Site development standards.
- 11 21.XX.080 Nuisance standards.
- 12 21.XX.090 Lighting standards.

13 **21.XX.010 Purpose.**

14 The purpose of the medical district is to provide an area near the hospital to support allied
15 industries and other professional office and limited commercial uses. The district is meant to
16 accommodate a mixture of residential and nonresidential uses with conflicts being resolved in
17 favor of nonresidential uses. Pedestrian-friendly designs and amenities are encouraged.

18 **21.XX.020 Permitted uses and structures.**

19 The following uses are permitted outright in the Medical District:

- 20 a. Single-family and duplex dwelling, excluding mobile homes;
- 21 b. Multiple-family dwelling, provided the structure conforms to HCC 21.14.040(a)(2) and
22 excluding mobile homes;
- 23 c. Public parks and playgrounds;
- 24 d. Rooming house, bed and breakfast;
- 25 e. Townhouses; (compliant w 21.53.010 (g) and (h))
- 26 f. Home occupations; provided they conform to the requirements of HCC 21.51.010;
- 27 g. Professional offices and general business offices;
- 28 i. Day care facilities
- 29 j. Day care homes
- 30 k. Personal services;
- 31 l. Museums, libraries and similar institutions;

- 32 m. Nursing facilities, convalescent homes, homes for the aged, assisted living homes;
- 33 n. Religious, cultural and fraternal assembly;
- 34 o. Storage of the occupant's personal commercial fishing gear in a safe and orderly manner and
35 separated by at least five feet from any property line as an accessory use incidental to a
36 permitted or conditionally permitted principal use;
- 37 p. Private exterior storage of the occupant's personal noncommercial equipment, including
38 noncommercial trucks, boats, campers and not more than one recreational vehicle in a safe and
39 orderly manner and separated by at least five feet from any property line as an accessory use
40 incidental to a permitted or conditionally permitted principal use;
- 41 q. Other customary accessory uses to any of the permitted uses listed in the Residential Office
42 District; provided, that no separate permit shall be issued for the construction of any detached
43 accessory building prior to that of the main building;
- 44 r. The outdoor harboring or keeping of dogs, small animals and fowl as an accessory use in a
45 manner consistent with the requirements of the Homer City Code and as long as such animals
46 are kept as pets and their numbers are such as not to unreasonably annoy or disturb occupants
47 of neighboring property;
- 48 s. Recreational vehicles, subject to the standards set out in HCC 21.54.320;
- 49 t. As an accessory use, one small wind energy system per lot having a rated capacity not
50 exceeding 10 kilowatts;
- 51 u. Mobile food services
- 52 v. Retail as an accessory use to a permitted principle use
- 53 w. Sale of durable and non-durable medical supplies and equipment
- 54 x. More than one building containing a permitted principal use on a lot;
- 55 y. Parking lots

56 **21.XX.030 Conditional uses and structures.**

57 The following uses may be permitted in the Residential Office District when authorized by
58 conditional use permit issued in accordance with Chapter 21.71 HCC:

- 59 a. Planned unit developments, excluding all industrial uses;
- 60 b. Public or private schools;
- 61 c. Hospitals;
- 62 d. Public utility facilities and structures;

- 63 e. Mortuaries;
- 64 f. Group care homes;
- 65 g. Helipads, but only as an accessory use incidental to a hospital conditional use;
- 66 h. One small wind energy system having a rated capacity exceeding 10 kilowatts; provided, that
- 67 it is the only wind energy system of any capacity on the lot;
- 68 i. Other uses approved pursuant to HCC 21.04.020.

69 **21.XX.040 Dimensional requirements.**

70 The following dimensional requirements shall apply to all structures and uses in the Medical
71 District:

72 a. The minimum lot size is 7,500 square feet.

73 b. Building Setbacks.

74 1. Buildings shall be set back 20 feet from all dedicated rights-of-way.

75 2. All buildings shall be set back from all other lot boundary lines according to the number
76 of stories as follows:

Number of Stories	Setback (in feet)
1 story	5 feet
1 1/2 stories	6 feet
2 stories	7 feet
2 1/2 stories	8 feet

77

78 c. Building Height.

79 1. The maximum building height is 35 feet, except as provided in subsection (c)(2) of this
80 section.

81 2. If approved by conditional use permit, multifamily residential and commercial
82 buildings up to 85 feet in height may be allowed.

83 d. No lot shall contain more than 8,000 square feet of building area (all buildings combined),
84 nor shall any lot contain building area in excess of 30 percent of the lot area, without an
85 approved conditional use permit.

86 **21.XX.050 Site and access.**

87 a. A zoning permit for any nonresidential use or structure shall not be issued by the City without
88 an approved site plan and an approved level two right-of-way access plan that conform to the
89 standards of Chapter 21.73 HCC.

90 b. All access points to rights-of-way shall conform to the standards of a level two right-of-way
91 access plan stated in Chapter 21.73 HCC. This applies to all uses and structures.

92 **21.XX.060 Traffic requirements.**

93 A conditional use permit is required for every use that:

94 a. Is estimated to generate more than 100 vehicle trips during any hour of the day calculated
95 utilizing the Trip Generation Handbook, Institute of Transportation Engineers, 9th Edition;

96 b. Is estimated to generate more than 500 vehicle trips per day calculated utilizing the Trip
97 Generation Handbook, Institute of Transportation Engineers, 9th Edition;

98 c. Is estimated to generate an increase in the traffic to more than 100 vehicle trips during any
99 hour of the day due to a change in land use or intensity of use; or

100 d. Is expected to generate traffic that will detract from the safety of, or degrade by one level of
101 service, the highway, road, street, alley or intersection.

102 **21.XX.070 Site development standards.**

103 a. All single-family and duplex residential development in the Residential Office District shall
104 comply with the level one site development standards contained in HCC 21.50.020.

105 b. All residential development of three units or more and all nonresidential on lands in this
106 district shall conform to the level two site development standards set forth in HCC 21.50.030
107 subsections (a) through (e), and HCC 21.50.030(f)(1)(a) and HCC 21.50.030(f)(2). Parking lots
108 with a minimum of 24 spaces or more shall provide a minimum of 10% landscaped area in
109 dividers, islands or buffers or any combination thereof, adjacent or within the parking area.

110 c. New non-residential construction shall be screened from existing single family or duplex
111 dwellings by a fence or landscaping so as to obscure the view of the parking lot and loading
112 areas from the adjacent dwelling.

113 **21.XX.080 Nuisance standards.**

114 The nuisance standards of HCC 21.59.010 apply to all development, uses, and structures in this
115 zoning district.

116 **21.XX.090 Lighting standards.**

117 The level one lighting standards of HCC 21.59.030 apply to all development, uses, and
118 structures in this zoning district.

119

1 **21.60.060 Signs on private property.**

2 a. Signs shall be allowed on private property in the City only in accordance with Table 1. If the
 3 letter “A” appears for a sign type in a column, such sign type is allowed without prior permit
 4 approval in the zoning district represented by that column. If the letter “P” appears for a sign
 5 type in a column, such sign type is allowed only with prior permit approval in the zoning district
 6 represented by that column. Special conditions may apply in some cases. If the letter “N”
 7 appears for a sign type in a column, such sign type is not allowed in the zoning district
 8 represented by that column under any circumstances. If the letters “PH” appear for a sign type in
 9 a column, such sign type is allowed in the zoning district represented by that column only with
 10 prior approval by the Commission after a public hearing.

11 b. Although permitted under subsection (a) of this section, a sign designated by an “A” or “P” in
 12 Table 1 shall be allowed only if:

13 1. The sum of the area of all building and freestanding signs on the lot does not exceed the
 14 maximum permitted sign area for the zoning district in which the lot is located as specified
 15 in Table 2; and

16 2. The characteristics of the sign conform to the limitations of Table 3, Permitted Sign
 17 Characteristics by Zoning District, and with any additional limitations on characteristics
 18 listed in Table 1 or Table 2.

19 c. A sign type that is not listed on the following tables is prohibited.

Key to Tables 1 through 3			
RR	Rural Residential	GBD	Gateway Business District
UR	Urban Residential	GC1	General Commercial 1
RO	Residential Office	GC2	General Commercial 2
INS	Institutional Uses Permitted in Residential Zoning Districts (a)	EEMU	East End Mixed Use
		MC	Marine Commercial
CBD	Central Business District	MI	Marine Industrial
TC	Town Center District	OSR	Open Space Recreation
MD	Medical District	PS	Public Sign Uses Permit
A = Allowed without sign permit P = Allowed only with sign permit N = Not allowed PH = Allowed only upon approval by the Planning Commission after a public hearing.			

Key to Tables 1 through 3

For parenthetical references, e.g., “(a),” see notes following graphical portion of table.

20
21
22

Table 1

Sign Type	R R	U R	R O	IN S (a)	<u>M</u> <u>D</u>	CB D	T C	GB D	GC 1	GC 2	EEM U	M C	M I	OS R	PS
Freestanding															
Residential (b)	A	A	A	A	<u>A</u>	A	A	A	N	N	N	N	N	A	P H
Other (b)	N	N	N	P	<u>P</u>	P	P	P (i)	A	A	A	P	P	N	P H
Incidental (c)	N	N	A (d)	A (d)	<u>A</u>	A	A	A	A	A	A	A	A	N	N
Building															
Banner	N	N	N	N	<u>N</u>	N	N	N	N	N	N	N	N	N	N
Building Marker (e)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	N
Identification (d)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	N
Incidental (c)	N	N	A (f)	A	<u>A</u>	A	A	A	A	A	A	A	A	N	N
Marquee	N	N	N	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Projecting	N	N	N	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Residential (b)	A	A	A	N	<u>A</u>	A	A	A	N	N	N	N	N	A	N
Roof, Integral	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Suspended	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Temporary (g)	P	P	P	N	<u>P</u>		P	P	P	P	P	P	P	N	N
Wall	A	A	A	A	<u>P</u>	P	P	P	P	P	P	P	P	A	A
Window	N	N	A	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Miscellaneous															
Flag (h)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	A

23

24 Notes to Table 1:

- 25 a. This column does not represent a zoning district. It applies to institutional uses permitted
- 26 under the zoning code in the RR, UR and RO zoning districts. Institutional is defined as an
- 27 established organization or corporation of a public, nonprofit, or public safety/benefit nature, i.e.,
- 28 schools, churches, and hospitals.
- 29 b. No commercial message allowed on sign, except for a commercial message drawing
- 30 attention to goods or services legally offered on the lot.
- 31 c. No commercial message of any kind allowed on sign if such message is legible from any
- 32 location off the lot on which the sign is located.
- 33 d. Only address and name of occupant allowed on sign.
- 34 e. May include only building name, date of construction, or historical data on historic site;
- 35 must be cut or etched into masonry, bronze, or similar material.
- 36 f. No commercial message of any kind allowed on sign.
- 37 g. The conditions of HCC 21.60.130 apply.
- 38 h. Flags of the United States, the State, the City, foreign nations having diplomatic relations
- 39 with the United States and any other flag adopted or sanctioned by an elected legislative body of
- 40 competent jurisdiction. These flags must be flown in accordance with protocol established by the
- 41 Congress of the United States for the Stars and Stripes. Any flag not meeting any one or more of
- 42 these conditions shall be considered a banner sign and shall be subject to regulations as such.
- 43 i. The main entrance to a development in GBD may include one ground sign announcing the
- 44 name of the development. Such sign shall consist of natural materials. Around the sign grass,
- 45 flowers and shrubs shall be placed to provide color and visual interest. The sign must comply
- 46 with applicable sign code requirements.

47

48 **Table 2. Maximum Total Sign Area Per Lot by Zoning District**

49

Table 2 Part A

The maximum combined total area of all signs, in square feet, except incidental, building marker, and flags (b), shall not exceed the following according to district:

RR	UR	RO	RO (e)	INS (a)	OSR	PS (d)	MD
4	4	6	50	20	4	32	50

Table 2 Part B

In all other districts not described in Table 2 Part A, the maximum combined total area of all signs, in square feet, except incidental, building marker and flags, shall not exceed the following:

Square feet of wall frontage (c):	Maximum allowed sign area per principal building:
750 s.f. and over	150 s.f.
650 to 749	130 s.f.
550 to 649	110 s.f.
450 to 549	90 s.f.
350 to 449	70 s.f.
200 to 349	50 s.f.
0 to 199	30 s.f.

In all districts covered by Table 2 Part B, on any lot with multiple principal buildings or with multiple independent businesses or occupancies in one or more buildings, the total allowed sign area may be increased beyond the maximum allowed signage as shown in Table 2 Part B, by 20%. This additional sign area can only be used to promote or identify the building or complex of buildings.

In all districts covered by Table 2 Part B, freestanding signs, when otherwise allowed, shall not exceed the following limitations:

Only one freestanding sign is allowed per lot, except one freestanding public sign may be additionally allowed. A freestanding sign may not exceed 10 feet in height. The sign area on a freestanding sign (excluding a public sign) shall be included in the calculation of maximum allowed sign area per lot and shall not exceed the following:

One business or occupancy in one building – 36 sq ft

Two independent businesses or occupancies or principal buildings in any combination – 54 sq ft

Three independent businesses or occupancies or principal buildings in any combination – 63 sq ft

Four or more independent businesses or occupancies or principal buildings in any combination – 72 sq ft

50

51 Notes to Table 2, Parts A and B

52 a. The INS column does not represent a zoning district. It applies to institutional uses
53 permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is defined
54 as an established organization or corporation of a public, nonprofit, or public safety or benefit
55 nature, e.g., schools churches, and hospitals.

56 b. Flags of the United States, the State, the City, foreign nations having diplomatic relations
57 with the United States, and any other flag adopted or sanctioned by an elected legislative body of
58 competent jurisdiction. These flags must be flown in accordance with protocol established by the
59 Congress of the United States for the Stars and Stripes. Any flag not meeting any one or more of
60 these conditions shall be considered a banner sign and shall be subject to regulation as such.

61 c. Square feet of wall frontage is defined as total square footage of wall surface, under the
62 roof, that faces the major access or right-of-way of the business. In the case of a business located
63 on a corner lot, square footage of wall frontage is the total square footage of wall surface, under
64 the roof, on the side of the business with the most square footage.

- 65 d. The PS column does not represent a zoning district. It applies to public signs permitted
- 66 under the zoning code, in all zoning districts.
- 67 e. This RO column applies only to lots in that portion of the RO district that abuts East End
- 68 Road, **Bartlett Street, Hohe Street**, and Pennock Street. Within this area, there is allowed a
- 69 maximum of 50 square feet total area of all signs (including the ground sign referred to below),
- 70 except incidental, building marker, and flags (see note (b) above). One ground sign, with a
- 71 maximum total area of 16 square feet, will be permitted per lot. Each ground sign shall not
- 72 exceed six feet in height, measured from the base to the highest portion of any part of the sign or
- 73 supporting structure.
- 74 f. **In the Medical District, only one freestanding sign is allowed per lot, except one**
- 75 **freestanding public sign may be additionally allowed. A freestanding sign may not exceed**
- 76 **10 feet in height or 36 square feet in area.**

77
78 **Table 3. Permitted Sign Characteristics by Zoning District**
79

Sign Type	RR	UR	RO	INS (a)	MD	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS (e)
Animated (b)	N	N	N	N	N	P	P	N	P	N	P	P	N	N	N
Changeable Copy (c)	N	N	N	P	P	P	P	P	P	P	P	P	P	N	PH
Illumination Internal	N	N	N	P	P	P	P	P	P	P	P	P	P	N	N
Illumination External	N	N	N	P	P	P	P	P	P	P	P	P	P	N	PH
Neon (d)	N	N	N	N	N	P	P	N	P	P	P	P	P	N	N

- 80
- 81 Notes to Table 3:
- 82 a. The INS column does not represent a zoning district. It applies to institutional uses
- 83 permitted under the zoning code, in the RR, UR and RO zoning districts. Institutional is defined
- 84 as an established organization or corporation of a public, nonprofit, or public safety/benefit
- 85 nature, i.e., schools, churches, and hospitals.
- 86 b. Animated signs may not be neon or change colors or exceed three square feet in area.
- 87 c. Changeable copy signs must be wall- or pole-mounted, and may not be flashing.
- 88 d. Neon signs may not be flashing and may not exceed 32 square feet.
- 89 e. The PS column does not represent a zoning district. It applies to public signs permitted
- 90 under the zoning code, in all zoning districts.
- 91 [Ord. 14-34 § 1, 2014; Ord. 12-26 § 1, 2012; Ord. 12-01(S)(A) §§ 2 – 6, 2012].

Travis Brown

From: Roy Thomas <Rjaythomas@outlook.com>
Sent: Wednesday, February 19, 2020 2:58 PM
To: Department Planning
Subject: Proposed Zoning Changes - Medical District

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Abboud,

Due to the poor road conditions I will not be able to attend the meeting scheduled for 5:30 PM today at the Homer City Hall, however, please accept these comments and questions concerning the proposed zoning changes as if they were presented at the meeting.

The statement within the Purpose section of the draft zoning code that explicitly resolves conflicts in favor of nonresidential uses is vexing. This would seem that the City of Homer is quick to abandon the current residents, whom through no fault of their own, are being swept aside in favor of new, nonresidential development. Current residents, and folks like myself with intent for future residence, who have obtained proper zoning permits, planned, financed and built homes in good faith would seem to more justly warrant the favored conflict resolution that the proposed code grants to future nonresidential uses. In many cases, homes represent the single largest asset possessed within a family. The City of Homer should not be repositioning itself and plainly favoring nonresidential use in the event of "neighborhood" conflict.

The provision within Dimensional requirements that would allow buildings up to 85 feet in height with a conditional use permit is especially concerning. I would hope that there would be more sense of community wherein this new proposed zoning district would be undertaken in such a manner and with such provisions to help the new land use focus blend or meld with existing and traditional uses and values. It is almost unimaginable to consider a structure 85 feet in height being built on an adjacent property that would block out all of the beautiful Kachemak Bay view scape and ancient sustaining sunlight from reaching your place of abode, yard and garden within the City of Homer.

My questions include:

1. How many existing permits are caught-up in the temporary moratorium?
2. Your letter states that several recently permitted clinics have resulted in neighborhood concerns over traffic and land use. In response to this, should City Planning propose a zoning change, as currently written specifically in favor of nonresidential use in the event of conflicts, in lieu of requiring mitigating steps by proposed commercial and nonresidential development to fit into the existing neighborhood?
3. Where did the provision within the proposed zoning code that would allow 85 foot buildings with a conditional use permit originate? Has some developer already floated this type of interest?

Thank you for the opportunity to comment and ask questions. I trust that neighborhood input is a primary consideration shaping any action taken by the Planning Department and City of Homer.

Sincerely,

Roy Thomas
Rjaythomas@outlook.com
907-696-3649
3877 & 3895 Main Street

From: James Lavrakas <jlav@gci.net>
Sent: Saturday, February 15, 2020 8:51 AM
To: Department Planning
Subject: Proposed Medical District

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

THIS IS A REVISED VERSION WE'D LIKE FORWARDED PLEASE...JIM

Greetings,

Ruth and I are out of state until May but we received mail from the Planning Department and we want comment on the Proposed Medical District in our neighborhood. Please forward our comments to the Planning Commission.

We lived in the medical district in East Anchorage on Wesleyan Road for almost 15 years. It was zoned Residential/Office, but when we moved there our neighborhood was a residential subdivision with one side of the street 100% single family dwellings, and the other side undeveloped forest.

One year we went on vacation for two weeks and on our return the forest was gone and as development took place, to our horror, we could see that at least two office buildings were being developed. Also, about that time the 4000 square foot single family home next to us became an assisted living home.

From then on the character of our residential neighborhood changed so dramatically that we were miserable there. The office buildings were 3-story and traffic to the neighborhood increased 3-fold. (There was a 2-story building restriction in place which the builder got around by building up the ground level around three sides of the building.)

The assisted living home next door always had more vehicles parked than was legal. The noise and traffic from the people living there made it impossible to enjoy our beautifully-treed backyard. Even though we tried to be good neighbors, the owners next door were inconsiderate, so much so that my 80-year-old father, a man famous for his gentle disposition, got into a yelling argument with the owner and I had to separate them.

It was horrible. The designation of "residential/office" is the stupidest, most contrary, oxymoronic, bastardization of zoning categories that NOBODY living in a residence in one of this zones will ever be happy, or feel "at home".

I don't know what the solution in this case along Homer's proposed medical district might be. But if this is an attempt to make Paul Raymond's new surgical center align with building codes, it's doomed to make residents in this zone unhappy with where they live, forever.

Just our thoughts.

+++++++
Jim & Ruth Lavrakas

PO Box 1459
Homer, AK 99603
907-299-8393 / cell

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS/PRESENTATIONS

REPORTS

A. Staff Report 20-14, City Planner's Report

City Planner Abboud provided a summary of Staff Report 20-14 and commented further on the following:

- Planning Department tasked with plastic bag ban enforcement
- Attendance by Commissioner Bentz and Petska-Rubalcava to the Annual Conference in Anchorage
- Presented Commissioner Bentz with the award that she was given at the conference

City Planner Abboud responded to questions on the process and how the plastic bag ban would be enforced.

PUBLIC HEARING(S)

PLAT CONSIDERATION

PENDING BUSINESS

A. Staff Report 20-15, Medical District Planning

Deputy City Planner Engebretsen reported on the comments received as laydowns from two concerned residents and the various attendees at the neighborhood meeting. She requested the commissioners to provide their input on the neighborhood meeting or the medical district noting that she will not be in attendance at the March 4, 2020 meeting to facilitate a discussion with the Commission but will be providing a staff report. Topics or comments made were as follows:

- Using or applying ideas from the Community Design Manual with regards to landscaping
 - o These should be incorporated into the city code to establish what is desired for the district.
- Hohe boundary or boundaries in general defined by roads or the property lines
 - o moving the Hohe boundary line 1 lot deep, mixed use of existing medical and residential, those uses are allowed in RO so it would not really be required
 - o Purpose is to have fewer applications for a conditional use permit in this district

- Nature of buildings on each side of the street supports moving the boundary 1 lot deep
 - Staff will provide a map for the next packet depicting the boundary at one lot deep
- Concerns for costs of road improvements and sidewalks
 - Main Street Sidewalk is a top priority of the City Council
 - There is no way to pre-determine the costs
 - There are many streets around the hospital that are eligible for the program and the city does pay for the costs of a sidewalk in some situations
 - There are some avenues but will not be solved in the zoning discussion
- Higher or lower assessments
 - Staff will check with the Borough Assessor on that issue
- Height of 85 feet
 - It was considered too high by some residents, make it allowable by location in the district ex: Fairview and North
 - Anything over 35 feet in height is a Conditional Use
 - Lowering the building height may increase the footprint thus developing some impacts for downslope neighbors by creating additional impermeable surfaces
 - Soil conditions and earthquakes
 - Considerations for parking, fire prevention, etc. when increasing building height
 - Viewshed over footprint
- Landscaping used as a buffer
- Traffic Study – Council has a goal to update the Transportation Plan but Planning staff has recommended waiting until the reconstruction of Pioneer & Lake Street has been completed since there will be alterations to the traffic.
 - Staff will double check on the possibility of a traffic counter installed by the State
- Setback in relation to building height of five stories – Staff will get further information on standard operating procedures for office buildings and parking garages

A brief discussion between Commissioners and staff ensued on allowing heliports in the Medical District and the previous discussion on amending city code to allow heliports in the East End Mixed Use and General Commercial 2 noting that these districts are closer to the airport where it is reasonable to assume such a use would be allowed versus allowing heliports or helipads in the Medical District to allow land use rights for one entity over another. This could be included in the recommendations to Council and included in a Staff Report at a future meeting. Additional discussion progressed on the pros and cons of having the benefit of a local service, fueling, storage of helicopters, lack of complaints on helicopters flying over the area.

Vice Chair Smith noted that there was consensus to not to allow heliports in the proposed Medical District.

SMITH/BOS MOVE TO ADDING AS A NEW BUSINESS AGENDA ITEM HELIPORTS IN EAST END MIXED USE AND GENERAL COMMERCIAL 2 DISTRICTS AND AMENDING CITY CODE TO REFLECT THAT CHANGE.

Discussion ensued on the desire to discuss this topic at a future meeting and specific details such as speaking to the airport on availability of space, the current allowed uses at the airport and on the Spit and that there is no immediate desire to discuss.

SMITH/BOS MOVED TO AMEND THE MOTION TO INCLUDE THE VERBIAGE, "IN JUNE" AFTER THE WORDS NEW BUSINESS.

There was no further discussion.

VOTE. (Amendment) NO. HIGHLAND, BENTZ.

VOTE. (Amendment) YES. BOS, RUBALCAVA, SMITH.

Motion failed.

Vice Chair Smith called for additional discussion on the main motion.

Discussion on the reasons for objection on the timeline were cited as the number of business items on the Commission's worklist and this is not a priority and the preference not to have additional helicopter traffic flying over the community.

VOTE. (Main). YES. SMITH, RUBALCAVA, BOS.

VOTE. (Main). NO. BENTZ, HIGHLAND.

Motion failed.

Additional discussion ensued on the 85 feet height and that the Planning staff can provide some additional information on designating areas of the district for taller buildings and the availability of land to develop in those areas, how much difference does slope affect the height, view shed is not as important as the ability to construct a tall building to provide services to the community that are desired.

Commissioner Bentz offered that in the beginning there were questions on what the goal of this (Medical District) was and the question came up, "is clustering services what the community wants?" and it was determined that it was; Providers and patients are walking back and forth between services so yes there is value in clustering services. There were public comments on why they were trying to put different businesses together and she believes that they should include this as a whereas in the ordinance going forward.

Deputy City Planner Engebretsen explained briefly that for tall/cell towers staff used the existing code outlined in Residential Office District in the proposed Medical District. The sign code is similar to Residential Office but allows more signage, currently in Residential Office six feet of signage is allowed, with some exceptions, and up to 50 feet of signage will be allowed in the proposed Medical District. She continued noting the difficulty in viewing signage at the existing size currently allowed in Residential Office.

City Planner Abboud provided some clarifications on the tower code for the Commission.

Commissioner Bos advocated for inserting a number of 60 feet for the building height.

Deputy City Planner confirmed that staff will conduct additional research on building height and roof pitches.

A brief discussion ensued on the standard floor height in building construction today; planning for growth before it happens; taking the time to discuss aspects such as landscaping being beneficial; reviewing the Community Design Manual to bring back recommendations for amending the ordinance at the next meeting as far as design.

Further discussion continued on the signage requirements of 36 square feet for free standing signage; wall signage in relation to setbacks and landscaping; consideration of the residential aspects of the area; allowing illumination of signage, internal and external.

NEW BUSINESS

A. Staff Report 20-16 Resolution 20-008(S) Seafarer's Memorial

City Planner Abboud provided a summary of Staff Report 20-16 noting that City Council is proposing to allow no further improvements around the Seafarer's Memorial other than a public walkway.

Discussion and comments were made on the following:

- Clarification on the actual Seafarer's Memorial Park was only 100 feet x 100 feet area and was incorrectly stated in the Resolution as a 2.52 acres
- Parking is around the area not dedicated to the memorial
- Premature action before they have big picture analytics since a parking study and traffic study is in motion and a preference to have that information before making a decision
- The intent of the resolution is to prevent or prohibit expansion of the parking lot and a result of the public comment and to protect the open space.
- Resolutions can be changed in the future
- Parking areas are allowed in Open Space Recreational by Conditional Use and is not considered a zoning or rezoning action.



City of Homer

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Planning

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Homer, Alaska 99603

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(f) 907-235-3118

Staff Report PL 20-20

TO: Homer Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Deputy City Planner
DATE: March 4, 2020
SUBJECT: Medical District

Requested action: Review any comments or testimony received.

Introduction

At the last work session, the Commission held a neighborhood meeting and heard from area property owners. Items that citizens requested more information on included building height, expanding the boundary to include the first lot on the east side of Hohe Street, and how their tax assessments might be affected by this zoning change.

Boundary

Staff created an additional map with a “Hohe Extension” that includes the first lot on the east side of Hohe. It is presented for discussion.

Tax value

Staff has emailed the Kenai Peninsula Borough Tax assessor for a response to tax questions.

Staff Question: The city is looking at changing the zoning rules around the South Peninsula Hospital. The area is currently a mixed use zone called Residential Office, which allows for homes, apartments, and certain commercial uses such as hospitals and offices. The new zoning rules would be very similar but more in favor of businesses. During a recent public meeting, home owners asked if the zoning change would increase their property values and thus their taxes. Can someone answer that question for me?

Answer from Les Crane, KPB Land Appraiser: The KPB assessing department has been monitoring this particular area of Homer, as it has been going through a transition much like the residential areas in close proximity to Central Peninsula Hospital over the last 10 – 15 years.

Currently KPB is valuing the land in the Residential Office district as a Residential Land type. Over the last several years we have noted that several of the residential properties in and

around the South Peninsula Hospital were purchased and transitioned into medical offices and clinics.

Generally speaking, commercial zoned properties do sell at a higher value when compared to the typical residential zoned lot.

If the proposed Medical District is approved, KPB Assessing Dept. will be taking a close look at sales that occur in the new zoning area and will also be looking at the highest and best use for these properties and whether they should remain valued as residential lots or if they need to be transitioned to commercial.

Building Height

Staff has done some research on roof pitch and building height. Building design to this level of detail is outside staff expertise! In looking at larger and taller buildings, it is apparent that a flat roof design is common. This makes sense; snow shed off a multi-story building is a safety hazard, and mechanical and telecommunications equipment is needed at the rooftop level – City Hall is a small scale example of that. The college buildings are also flat roof structures, but with some architectural relief to give the roofline visual interest. While flat top buildings are not generally as pleasing as say a gabled roof, they are also lower in elevation if view shed is a concern.

Example, you might fit a 5 story building in 65 feet of building height, with a flat roof. That same building with a 4:12 roof pitch would be almost 82 feet high. Please note all these calculations change based on the size of the building (building run), wall height, and roof pitch. It may be the Commission wants to have a height and number of stories above grade height regulation... such as 4 stories and a max height of 60 feet, not including elevator shafts.

Next Steps

Staff will provide more discussion of building height and landscaping at the next meeting. Tentatively, we could hold a public hearing on April 15 or May 6th.

Staff Recommendation:

Consider any new testimony or comments received about the district.

Attachments

1. Email from Jeff Murphy dated February 26, 2020
2. Draft Map 2 19 20
3. Draft Map with Hohe Extension
4. Draft Medical District Ordinance
5. Draft sign code amendments
6. Draft Tower code amendment

From: Brians Appliance <info@briansappliance.com>
Sent: Wednesday, February 26, 2020 10:51 AM
To: Travis Brown
Subject: RE: Notice from City of Homer Planning Office

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Travis,

Thank you for contacting me. I have no idea why your correspondence was returned. I have received multiple notices in the past regarding various properties that the Borough has sent to PENSCO on my behalf. I will check with them and see what is going on. Again, thanks for letting me know.

On another note, after reviewing the attached material I was concerned to see that my piece of property adjacent to the hospital was not included in the proposed Medical Zone, and fail to understand why.

I thought maybe steep slope concerns but then not only do we have in place regulations to protect steep slope development that any project would have to conform to, but in addition, there is an area of 1 to 1 ½ acres in the bottom center/right side of the piece that is not steep slope and can be developed without impacting the hillside. (While standing in the hospital parking lot it may be difficult to visualize but when I actually walked the property with professional contractors, it was easy to see.) Be that as it may, as I mentioned above, steep slope protections are already in place so it is not that, and I can see no other possible reason to exclude this property which has dedicated access, water, sewer, electricity and gas, and abuts the hospital, from the Medical Zone. If there was ever a piece that should be included, it is this one!

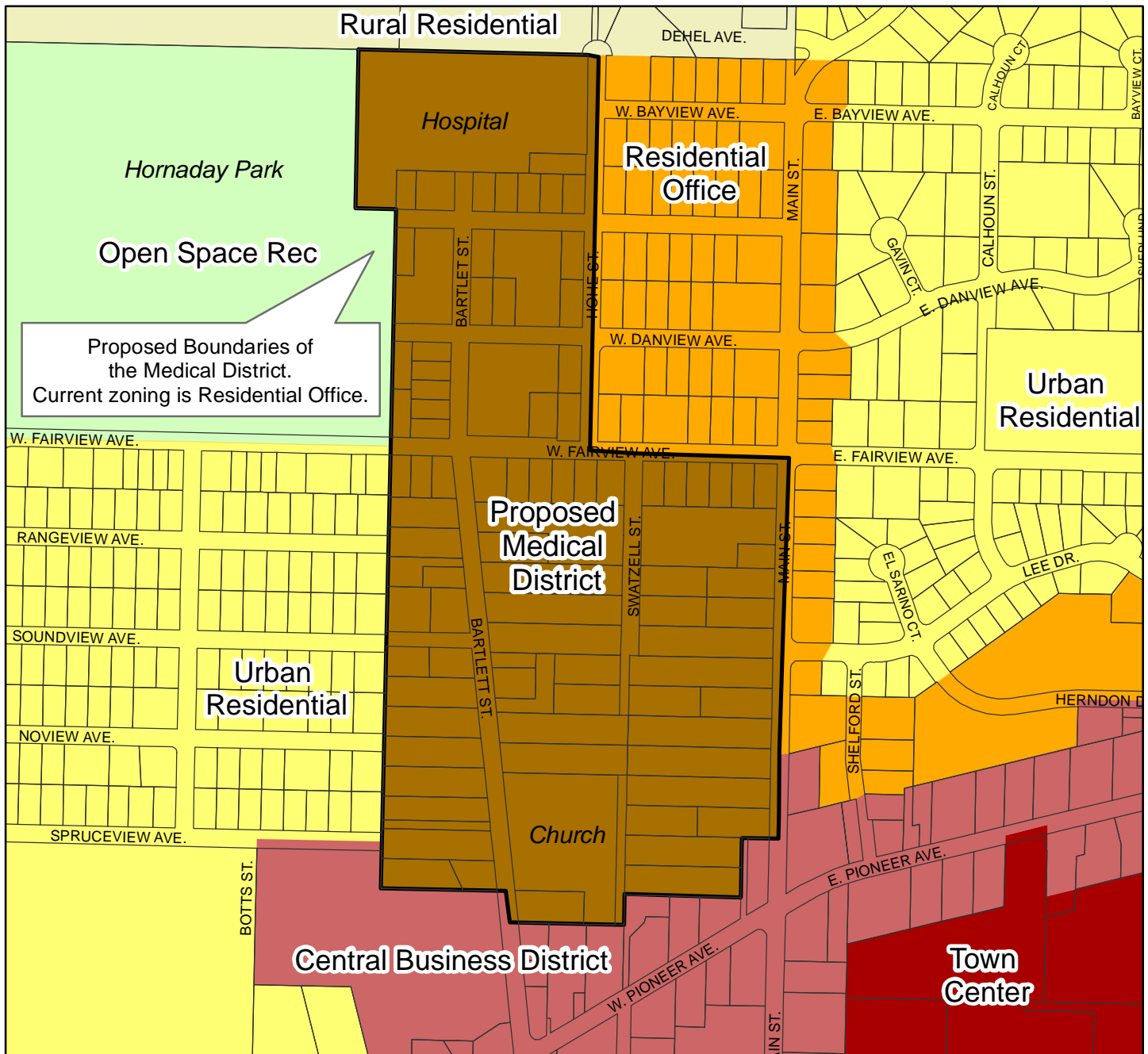
I would like it included.

Hopefully exclusion of my property was just an oversight, but if not, perhaps your office can apprise me of the logic for excluding it?

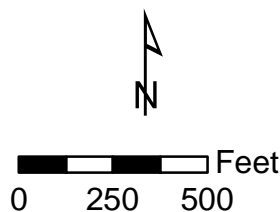
Thanks for all you help Travis.

Jeff Murphy

Proposed Medical District Boundaries and Current Zoning



- Legend**
- Current Zones**
- Central Business District
 - Town Center
 - Rural Residential
 - Urban Residential
 - Residential Office
 - Open Space Rec
 - Medical District Draft Boundary

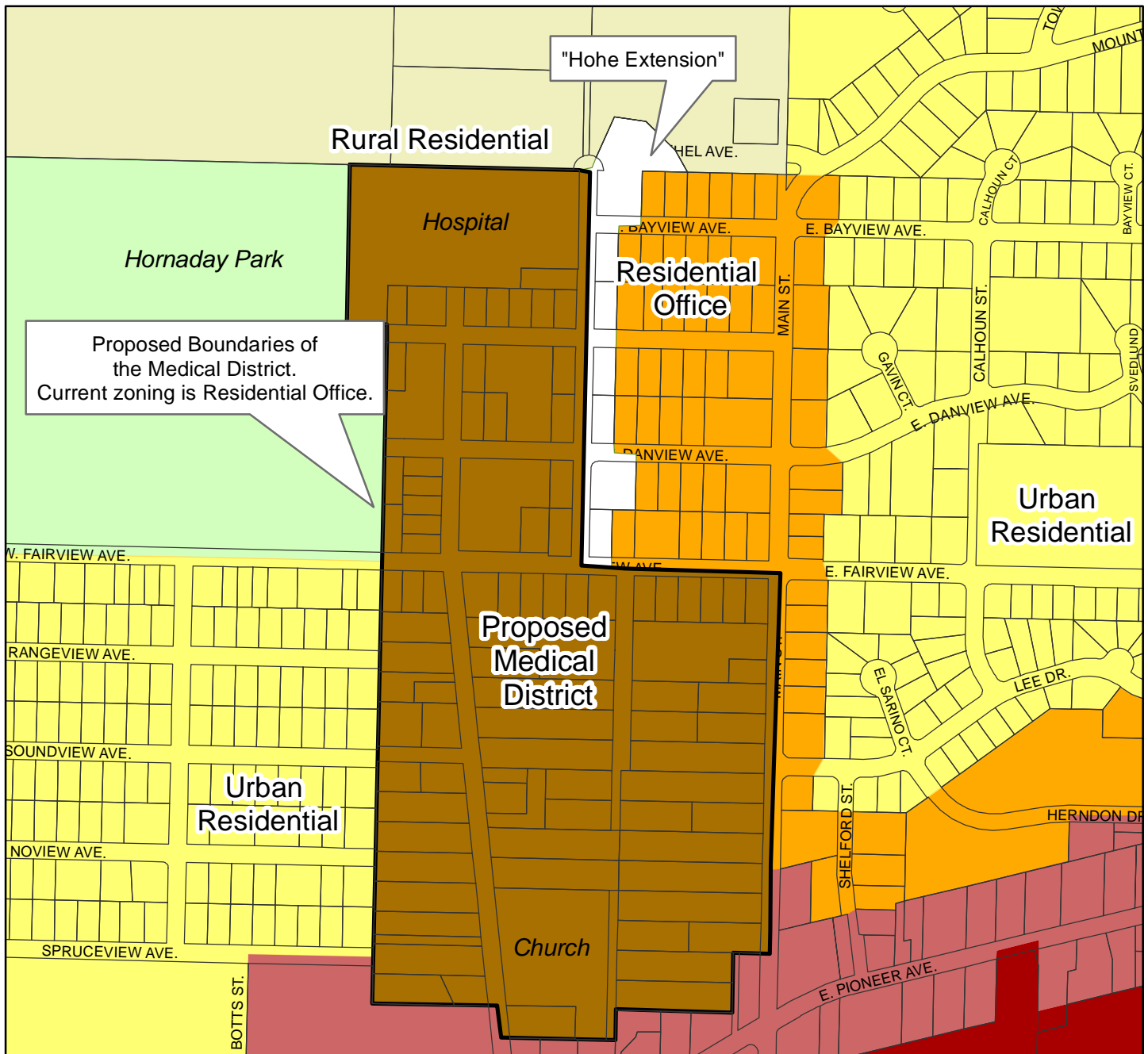


City of Homer
Planning and Zoning Department



1/29/2020

Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.







Proposed Medical District Boundaries With Hohe Extension and Current Zoning



Legend

-  Medical District Draft Boundary
-  Medical Boundary Hohe Extension

Current Zones

-  Central Business District
-  Town Center
-  Rural Residential
-  Urban Residential
-  Residential Office
-  Open Space Rec



0 250 500 Feet



City of Homer
Planning and Zoning Department

2/26/2020

Disclaimer:
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1 **Chapter 21.XX**

2 **M MEDICAL DISTRICT**

3 Sections:

- 4 21.XX.010 Purpose.
- 5 21.XX.020 Permitted uses and structures.
- 6 21.XX.030 Conditional uses and structures.
- 7 21.XX.040 Dimensional requirements.
- 8 21.XX.050 Site and access.
- 9 21.XX.060 Traffic requirements.
- 10 21.XX.070 Site development standards.
- 11 21.XX.080 Nuisance standards.
- 12 21.XX.090 Lighting standards.

13 **21.XX.010 Purpose.**

14 The purpose of the medical district is to provide an area near the hospital to support allied
15 industries and other professional office and limited commercial uses. The district is meant to
16 accommodate a mixture of residential and nonresidential uses with conflicts being resolved in
17 favor of nonresidential uses. Pedestrian-friendly designs and amenities are encouraged.

18 **21.XX.020 Permitted uses and structures.**

19 The following uses are permitted outright in the Medical District:

- 20 a. Single-family and duplex dwelling, excluding mobile homes;
- 21 b. Multiple-family dwelling, provided the structure conforms to HCC 21.14.040(a)(2) and
22 excluding mobile homes;
- 23 c. Public parks and playgrounds;
- 24 d. Rooming house, bed and breakfast;
- 25 e. Townhouses; (compliant w 21.53.010 (g) and (h))
- 26 f. Home occupations; provided they conform to the requirements of HCC 21.51.010;
- 27 g. Professional offices and general business offices;
- 28 h. Clinics
- 29 i. Day care facilities
- 30 j. Day care homes
- 31 k. Personal services;

- 32 l. Museums, libraries and similar institutions;
- 33 m. Nursing facilities, convalescent homes, homes for the aged, assisted living homes;
- 34 n. Religious, cultural and fraternal assembly;
- 35 o. Storage of the occupant's personal commercial fishing gear in a safe and orderly manner and
36 separated by at least five feet from any property line as an accessory use incidental to a
37 permitted or conditionally permitted principal use;
- 38 p. Private exterior storage of the occupant's personal noncommercial equipment, including
39 noncommercial trucks, boats, campers and not more than one recreational vehicle in a safe and
40 orderly manner and separated by at least five feet from any property line as an accessory use
41 incidental to a permitted or conditionally permitted principal use;
- 42 q. Other customary accessory uses to any of the permitted uses listed in the Residential Office
43 District; provided, that no separate permit shall be issued for the construction of any detached
44 accessory building prior to that of the main building;
- 45 r. The outdoor harboring or keeping of dogs, small animals and fowl as an accessory use in a
46 manner consistent with the requirements of the Homer City Code and as long as such animals
47 are kept as pets and their numbers are such as not to unreasonably annoy or disturb occupants
48 of neighboring property;
- 49 s. Recreational vehicles, subject to the standards set out in HCC 21.54.320;
- 50 t. As an accessory use, one small wind energy system per lot having a rated capacity not
51 exceeding 10 kilowatts;
- 52 u. Mobile food services
- 53 v. Retail as an accessory use to a permitted principle use
- 54 w. Sale of durable and non-durable medical supplies and equipment
- 55 x. More than one building containing a permitted principal use on a lot;
- 56 y. Parking lots
- 57 **21.XX.030 Conditional uses and structures.**
58 The following uses may be permitted in the Residential Office District when authorized by
59 conditional use permit issued in accordance with Chapter 21.71 HCC:
 - 60 a. Planned unit developments, excluding all industrial uses;
 - 61 b. Public or private schools;
 - 62 c. Hospitals;

- 63 d. Public utility facilities and structures;
- 64 e. Mortuaries;
- 65 f. Group care homes;
- 66 g. Helipads, but only as an accessory use incidental to a hospital conditional use;
- 67 h. One small wind energy system having a rated capacity exceeding 10 kilowatts; provided, that
- 68 it is the only wind energy system of any capacity on the lot;
- 69 i. Other uses approved pursuant to HCC 21.04.020.

70 **21.XX.040 Dimensional requirements.**

71 The following dimensional requirements shall apply to all structures and uses in the Medical
72 District:

73 a. The minimum lot size is 7,500 square feet.

74 b. Building Setbacks.

75 1. Buildings shall be set back 20 feet from all dedicated rights-of-way.

76 2. All buildings shall be set back from all other lot boundary lines according to the number
77 of stories as follows:

Number of Stories	Setback (in feet)
1 story	5 feet
1 1/2 stories	6 feet
2 stories	7 feet
2 1/2 stories	8 feet

78 c. Building Height.

79 1. The maximum building height is 35 feet, except as provided in subsection (c)(2) of this
80 section.

81 2. If approved by conditional use permit, multifamily residential and commercial
82 buildings up to 85 (Or 60 feet, 5 stories above grade/roofpitch not to exceed/feet in
83 height may be allowed.)

84 d. No lot shall contain more than 8,000 square feet of building area (all buildings combined),
85 nor shall any lot contain building area in excess of 30 percent of the lot area, without an
86 approved conditional use permit.

87 **21.XX.050 Site and access.**

88 a. A zoning permit for any nonresidential use or structure shall not be issued by the City without
89 an approved site plan and an approved level two right-of-way access plan that conform to the
90 standards of Chapter 21.73 HCC.

91 b. All access points to rights-of-way shall conform to the standards of a level two right-of-way
92 access plan stated in Chapter 21.73 HCC. This applies to all uses and structures.

93 **21.XX.060 Traffic requirements.**

94 A conditional use permit is required for every use that:

95 a. Is estimated to generate more than 100 vehicle trips during any hour of the day calculated
96 utilizing the Trip Generation Handbook, Institute of Transportation Engineers, 9th Edition;

97 b. Is estimated to generate more than 500 vehicle trips per day calculated utilizing the Trip
98 Generation Handbook, Institute of Transportation Engineers, 9th Edition;

99 c. Is estimated to generate an increase in the traffic to more than 100 vehicle trips during any
100 hour of the day due to a change in land use or intensity of use; or

101 d. Is expected to generate traffic that will detract from the safety of, or degrade by one level of
102 service, the highway, road, street, alley or intersection.

103 **21.XX.070 Site development standards.**

104 a. All single-family and duplex residential development in the Residential Office District shall
105 comply with the level one site development standards contained in HCC 21.50.020.

106 b. All residential development of three units or more and all nonresidential development on
107 lands in this district shall conform to the level two site development standards set forth in HCC
108 21.50.030 subsections (a) through (e), and HCC 21.50.030(f)(1)(a) and HCC 21.50.030(f)(2).
109 Parking lots with a minimum of 24 spaces or more shall provide a minimum of 10% landscaped
110 area in dividers, islands or buffers or any combination thereof, adjacent or within the parking
111 area.

112 c. New non-residential construction shall be screened from existing single family or duplex
113 dwellings by a fence or landscaping so as to obscure the view of the parking lot and loading
114 areas from the adjacent dwelling.

115 **21.XX.080 Nuisance standards.**

116 The nuisance standards of HCC 21.59.010 apply to all development, uses, and structures in this
117 zoning district.

118 **21.XX.090 Lighting standards.**

119 The level one lighting standards of HCC 21.59.030 apply to all development, uses, and
120 structures in this zoning district.

121

1 **21.60.060 Signs on private property.**

2 a. Signs shall be allowed on private property in the City only in accordance with Table 1. If the
 3 letter “A” appears for a sign type in a column, such sign type is allowed without prior permit
 4 approval in the zoning district represented by that column. If the letter “P” appears for a sign
 5 type in a column, such sign type is allowed only with prior permit approval in the zoning district
 6 represented by that column. Special conditions may apply in some cases. If the letter “N”
 7 appears for a sign type in a column, such sign type is not allowed in the zoning district
 8 represented by that column under any circumstances. If the letters “PH” appear for a sign type in
 9 a column, such sign type is allowed in the zoning district represented by that column only with
 10 prior approval by the Commission after a public hearing.

11 b. Although permitted under subsection (a) of this section, a sign designated by an “A” or “P” in
 12 Table 1 shall be allowed only if:

13 1. The sum of the area of all building and freestanding signs on the lot does not exceed the
 14 maximum permitted sign area for the zoning district in which the lot is located as specified
 15 in Table 2; and

16 2. The characteristics of the sign conform to the limitations of Table 3, Permitted Sign
 17 Characteristics by Zoning District, and with any additional limitations on characteristics
 18 listed in Table 1 or Table 2.

19 c. A sign type that is not listed on the following tables is prohibited.

Key to Tables 1 through 3			
RR	Rural Residential	GBD	Gateway Business District
UR	Urban Residential	GC1	General Commercial 1
RO	Residential Office	GC2	General Commercial 2
INS	Institutional Uses Permitted in Residential Zoning Districts (a)	EEMU	East End Mixed Use
		MC	Marine Commercial
CBD	Central Business District	MI	Marine Industrial
TC	Town Center District	OSR	Open Space Recreation
MD	Medical District	PS	Public Sign Uses Permit
A = Allowed without sign permit P = Allowed only with sign permit N = Not allowed PH = Allowed only upon approval by the Planning Commission after a public hearing.			

Key to Tables 1 through 3

For parenthetical references, e.g., “(a),” see notes following graphical portion of table.

20
21
22

Table 1

Sign Type	R R	U R	R O	IN S (a)	<u>M</u> <u>D</u>	CB D	T C	GB D	GC 1	GC 2	EEM U	M C	M I	OS R	PS
Freestanding															
Residential (b)	A	A	A	A	<u>A</u>	A	A	A	N	N	N	N	N	A	P H
Other (b)	N	N	N	P	<u>P</u>	P	P	P (i)	A	A	A	P	P	N	P H
Incidental (c)	N	N	A (d)	A (d)	<u>A</u>	A	A	A	A	A	A	A	A	N	N
Building															
Banner	N	N	N	N	<u>N</u>	N	N	N	N	N	N	N	N	N	N
Building Marker (e)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	N
Identification (d)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	N
Incidental (c)	N	N	A (f)	A	<u>A</u>	A	A	A	A	A	A	A	A	N	N
Marquee	N	N	N	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Projecting	N	N	N	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Residential (b)	A	A	A	N	<u>A</u>	A	A	A	N	N	N	N	N	A	N
Roof, Integral	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Suspended	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Temporary (g)	P	P	P	N	<u>P</u>		P	P	P	P	P	P	P	N	N
Wall	A	A	A	A	<u>P</u>	P	P	P	P	P	P	P	P	A	A
Window	N	N	A	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Miscellaneous															
Flag (h)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	A

23

24 Notes to Table 1:

- 25 a. This column does not represent a zoning district. It applies to institutional uses permitted
- 26 under the zoning code in the RR, UR and RO zoning districts. Institutional is defined as an
- 27 established organization or corporation of a public, nonprofit, or public safety/benefit nature, i.e.,
- 28 schools, churches, and hospitals.
- 29 b. No commercial message allowed on sign, except for a commercial message drawing
- 30 attention to goods or services legally offered on the lot.
- 31 c. No commercial message of any kind allowed on sign if such message is legible from any
- 32 location off the lot on which the sign is located.
- 33 d. Only address and name of occupant allowed on sign.
- 34 e. May include only building name, date of construction, or historical data on historic site;
- 35 must be cut or etched into masonry, bronze, or similar material.
- 36 f. No commercial message of any kind allowed on sign.
- 37 g. The conditions of HCC 21.60.130 apply.
- 38 h. Flags of the United States, the State, the City, foreign nations having diplomatic relations
- 39 with the United States and any other flag adopted or sanctioned by an elected legislative body of
- 40 competent jurisdiction. These flags must be flown in accordance with protocol established by the
- 41 Congress of the United States for the Stars and Stripes. Any flag not meeting any one or more of
- 42 these conditions shall be considered a banner sign and shall be subject to regulations as such.
- 43 i. The main entrance to a development in GBD may include one ground sign announcing the
- 44 name of the development. Such sign shall consist of natural materials. Around the sign grass,
- 45 flowers and shrubs shall be placed to provide color and visual interest. The sign must comply
- 46 with applicable sign code requirements.

47

48 **Table 2. Maximum Total Sign Area Per Lot by Zoning District**

49

Table 2 Part A

The maximum combined total area of all signs, in square feet, except incidental, building marker, and flags (b), shall not exceed the following according to district:

RR	UR	RO	RO (e)	INS (a)	OSR	PS (d)	MD
4	4	6	50	20	4	32	50

Table 2 Part B

In all other districts not described in Table 2 Part A, the maximum combined total area of all signs, in square feet, except incidental, building marker and flags, shall not exceed the following:

Square feet of wall frontage (c):	Maximum allowed sign area per principal building:
750 s.f. and over	150 s.f.
650 to 749	130 s.f.
550 to 649	110 s.f.
450 to 549	90 s.f.
350 to 449	70 s.f.
200 to 349	50 s.f.
0 to 199	30 s.f.

In all districts covered by Table 2 Part B, on any lot with multiple principal buildings or with multiple independent businesses or occupancies in one or more buildings, the total allowed sign area may be increased beyond the maximum allowed signage as shown in Table 2 Part B, by 20%. This additional sign area can only be used to promote or identify the building or complex of buildings.

In all districts covered by Table 2 Part B, freestanding signs, when otherwise allowed, shall not exceed the following limitations:

Only one freestanding sign is allowed per lot, except one freestanding public sign may be additionally allowed. A freestanding sign may not exceed 10 feet in height. The sign area on a freestanding sign (excluding a public sign) shall be included in the calculation of maximum allowed sign area per lot and shall not exceed the following:

One business or occupancy in one building – 36 sq ft

Two independent businesses or occupancies or principal buildings in any combination – 54 sq ft

Three independent businesses or occupancies or principal buildings in any combination – 63 sq ft

Four or more independent businesses or occupancies or principal buildings in any combination – 72 sq ft

50

51 Notes to Table 2, Parts A and B

52 a. The INS column does not represent a zoning district. It applies to institutional uses
 53 permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is defined
 54 as an established organization or corporation of a public, nonprofit, or public safety or benefit
 55 nature, e.g., schools churches, and hospitals.

56 b. Flags of the United States, the State, the City, foreign nations having diplomatic relations
 57 with the United States, and any other flag adopted or sanctioned by an elected legislative body of
 58 competent jurisdiction. These flags must be flown in accordance with protocol established by the
 59 Congress of the United States for the Stars and Stripes. Any flag not meeting any one or more of
 60 these conditions shall be considered a banner sign and shall be subject to regulation as such.

61 c. Square feet of wall frontage is defined as total square footage of wall surface, under the
 62 roof, that faces the major access or right-of-way of the business. In the case of a business located
 63 on a corner lot, square footage of wall frontage is the total square footage of wall surface, under
 64 the roof, on the side of the business with the most square footage.

- 65 d. The PS column does not represent a zoning district. It applies to public signs permitted
- 66 under the zoning code, in all zoning districts.
- 67 e. This RO column applies only to lots in that portion of the RO district that abuts East End
- 68 Road, **Bartlett Street, Hohe Street**, and Pennock Street. Within this area, there is allowed a
- 69 maximum of 50 square feet total area of all signs (including the ground sign referred to below),
- 70 except incidental, building marker, and flags (see note (b) above). One ground sign, with a
- 71 maximum total area of 16 square feet, will be permitted per lot. Each ground sign shall not
- 72 exceed six feet in height, measured from the base to the highest portion of any part of the sign or
- 73 supporting structure.
- 74 f. **In the Medical District, only one freestanding sign is allowed per lot, except one**
- 75 **freestanding public sign may be additionally allowed. A freestanding sign may not exceed**
- 76 **10 feet in height or 36 square feet in area.**

77
78 **Table 3. Permitted Sign Characteristics by Zoning District**
79

Sign Type	RR	UR	RO	INS (a)	MD	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS (e)
Animated (b)	N	N	N	N	N	P	P	N	P	N	P	P	N	N	N
Changeable Copy (c)	N	N	N	P	P	P	P	P	P	P	P	P	P	N	PH
Illumination Internal	N	N	N	P	P	P	P	P	P	P	P	P	P	N	N
Illumination External	N	N	N	P	P	P	P	P	P	P	P	P	P	N	PH
Neon (d)	N	N	N	N	N	P	P	N	P	P	P	P	P	N	N

- 80
- 81 Notes to Table 3:
- 82 a. The INS column does not represent a zoning district. It applies to institutional uses
- 83 permitted under the zoning code, in the RR, UR and RO zoning districts. Institutional is defined
- 84 as an established organization or corporation of a public, nonprofit, or public safety/benefit
- 85 nature, i.e., schools, churches, and hospitals.
- 86 b. Animated signs may not be neon or change colors or exceed three square feet in area.
- 87 c. Changeable copy signs must be wall- or pole-mounted, and may not be flashing.
- 88 d. Neon signs may not be flashing and may not exceed 32 square feet.
- 89 e. The PS column does not represent a zoning district. It applies to public signs permitted
- 90 under the zoning code, in all zoning districts.
- 91 [Ord. 14-34 § 1, 2014; Ord. 12-26 § 1, 2012; Ord. 12-01(S)(A) §§ 2 – 6, 2012].

Tall Towers

Staff recommends tall tower regulations stay the same for this area. HCC 21.58.030 would be amended as follows:

21.58.030 Permission for communications towers.

a. Except as provided in subsection (b) of this section, a communications tower is permitted as a principal or accessory use or structure in each zoning district.

b. A communications tower that exceeds the following maximum height for the zoning district in which the communications tower is located is permitted only when authorized by conditional use permit issued in accordance with Chapter 21.71 HCC.

District	Maximum Height (feet)
CBD	60
TC	60
GBD	60
GC1	120
RO	85
<u>MD</u>	<u>85</u>
UR	60
RR	85
CONS	60
GC2	120
EEMU	120
MI	120
MC	120
OSR	60
BCWPD	120

Rob Lund
4178 Hohe St.
Homer, Ak.
235-3608

Homer Advisory Planning Commission

Dear Commissioners:

As you work on the proposed medical district, please consider the following comments.

The original eastern boundary for the proposed district was Hohe Street—anything to the east of Hohe would remain in the Residential Office zone; areas to the west would be part of the medical district. It has come to my attention that there has already been a proposal to change the Hohe Street boundary, i.e. the “Hohe Extension”; I would like to express my opposition to this change. The reason for using the centerline of Hohe as the east boundary of the medical district is that it protects from development the predominately residential nature of the area to the east of Hohe. The strip of lots along Hohe that constitute the “Extension” are used exclusively for residential occupancy with two exceptions. One is Homer Dental Clinic, now owned by Dr. Jay Marley; the other is an expansion of Kenai Physical Therapy, currently under construction.

Dr. Marley’s dental practice was started by his father in , probably before zoning existed in the area. Homer Dental Clinic, which has earned grandfather rights from its long history of serving neighborhood patients, is an excellent example of the sort of business

that should be encouraged in Residential Office zoning. The expansion of Kenai Physical Therapy is an excellent example of the process of encroachment by medical uses into the residential area east of Hohe. As this process continues, it is encouraged by boundary changes like the “Hohe Extension,” thus further jeopardizing the residential area east of Hohe. Evidence that this is a reasonable concern is to be found in the comments made during the February 5 workshop conducted on the proposed medical district. Specifically one of the local property owners in the audience asked about petitioning the City to include his property on the east side of Hohe Street in the medical district. This is evidence that there are already commercial interests that are in favor of expanding the medical district to the east, beyond the boundary in the initial proposal and into the Residential Office zone east of Hohe. The east boundary of the medical district should be firmly and unalterably established at the center of Hohe Street. Lacking that fixed boundary, it would seem to be inevitable that medical usages would extend eastward across the block to Main Street, perhaps beyond.

Lane Chesley, representing the South Peninsula Hospital Operating Board, made a request at the February 5 workshop that SPH be allowed to build a heliport separate from the hospital in the medical district, a use that is explicitly prohibited in the proposed district. The argument was that it would save time in transporting patients to Anchorage for more extensive care. This is plainly a bad idea for at least two reasons: First, the nuisance level—there is no justification for the racket and other disturbances that a heliport would bring to an area that is substantially residential, is in fact currently zoned for residential uses and is surrounded by Residential Office and Urban Residential areas. Second, even more disturbing, is the presence of large quantities of avgas or jet fuel that presumably would be stored at the heliport. (And if fuel isn’t stored there, then the proposed heliport

would require an additional trip to the airport to take on fuel, further weakening the argument that the heliport is needed to save time.) We are living in the age of global warming and the increasing threat of wildfires in locations that precisely match the landscape in the medical district. Please remember last summer and the drought and fires in Alaska and California. The devastation and loss of life in California are shocking—even more shocking is the realization that we, Homer, could be next, and it is hardly reassuring that those of us living in the vicinity of the heliport could face that kind of disaster while sitting on top of thousands of gallons of aviation fuel. It would be interesting to know what the Homer Fire Department thinks about this proposal.

I and others support keeping a medevac helicopter in Homer, but at the airport—not in our backyards. The difference in travel time from a heliport in the medical district and one at the airport is insignificant—longer delays are surely incurred while picking up and dropping off EMT's and prepping the patient for the trip to Anchorage—so time constraints can hardly justify the risks and disturbances inflicted on the neighborhood, and one wonders why the hospital is willing to incur the apparently unnecessary expense of financing and maintaining duplicate infrastructure to support the heliport.

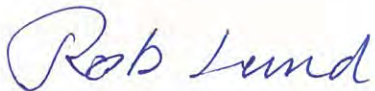
As the proposed medical district is developed, I would like to urge the Planning Commission to consider several related issues. First, the proposed zoning addresses traffic impacts as a function of each separate project. In fact, traffic impacts are cumulative, and, although any given development might not trigger the need for a review, the total effect on traffic volumes by several developments could be far beyond the increase needed for review. Consequently, the proposed requirements for the review of traffic impacts should be amended in a way that reflect the need to consider the sum of increased traffic generated by continuing development.

As development proceeds, there will be numerous opportunities to relocate utilities underground. The City should prioritize this shift, and hopefully in the future, Homer will have eliminated all above ground utilities.

As I mentioned in earlier paragraphs, the Residential Office zone to the east of Hohe Street is being transformed by the incursion of medical developments. This is potentially disastrous to a currently thriving area of residential usage, and efforts should be made to curtail this gradual process of change. One measure to achieve this would be to re-zone the area east of Hohe Street as Urban Residential. I hope the Planning Department will in the future consider this suggestion as a way to protect the neighborhood's residential character.

Finally, Rick Abboud deserves to be commended for Staff Report 20-21 on tree preservation. The Community Design Manual's recommendations seem ideal for the proposed medical district and indeed for the entire City of Homer. I hope the Planning Commission endorses them without reservation.

Sincerely,



Rob Lund



VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Commissioners Venuti and Petska-Rubalcava returned to the table and Vice Chair Smith returned the gavel to Chair Venuti.

PENDING BUSINESS

A. Staff Report 20-20, Medical District Planning

Chair Venuti introduced the item by reading the title into the record.

City Planner Abboud provided a summary of Staff Report 20-20 to the Commission.

A discussion ensued between the Commissioners and City Planner Abboud on the following:

- Response on valuation assessments from the Kenai Peninsula Borough Tax Assessor
- Moving the Hohe boundary line
 - o Would not affect the current businesses already there
 - o Uses are allowed in Residential Office District
 - o Property Taxes/Assessments may increase due to change to commercial from residential but this could increase the “value” of property for resale purposes making it more desirable to be in the Medical District
 - o Property owners can petition to be included in the district
- Public Comment received on proposed boundaries
- Inclusion of a parcel that is zoned Rural Residential and is thus outside the Residential Office
 - o Integrity of the hillside
 - o Access to that parcel due to location
 - o Possible risk to the hospital
 - No conclusive/tangible reports on the stability of the bluff has been presented
 - There has not been a reported slough on the bluff in 2200 years according to the report presented a few meetings back
 - Require the science to back up the Commission comments
 - Instances in other locations of steep slope that were disturbed that ended badly
- Storm water Drainage from above/behind the hospital

HIGHLAND/BENTZ MOVED TO LEAVE THE EASTERN BOUNDARY IN THE CENTER OF HOHE STREET FOR THE MEDICAL DISTRICT.

A brief discussion ensued on the pros and cons to leave the boundary down Hohe street or move it to one lot in along Hohe, defining that property owners can petition to be included in the district; expanding the boundary one lot in will include property that is already being used

as a medical service, the traffic impacts and uses that exist are also reason to leave the boundary at one lot in not the center line.

VOTE. YES. HIGHLAND, BOS, PETSKA-RUBALCAVA

VOTE. NO. BENTZ, VENUTI, SMITH.

Motion failed.

City Planner Abboud requested a parliamentary opinion on this motion. Noting that this will delay the decision on this topic at this time.

Deputy City Clerk Krause provided some input on the parliamentary aspects of the motion being voted down.¹

Discussion then ensued on building heights and roof pitch. The following comments and points were made by Commissioners and City Planner Abboud:

- Pitched roofs are not used on commercial buildings due to inherent danger with snow sloughing off endangering people.
- Opposition to tall buildings
- Height of the South Peninsula Hospital
- Taller buildings/high-rises should be planned for if they want to grow Homer
- Tall buildings with flat roof and architectural features should be allowed north of Fairview Avenue in the district

SMITH/BENTZ MOVED TO LIMIT THE BUILDING HEIGHT TO 65 FEET IN THE PROPOSED MEDICAL DISTRICT WITH EXCEPTIONS FOR ELEVATIONS SUCH AS ELEVATOR SHAFTS OR MECHANICAL ESSENTIALS.

There was a brief discussion on tall buildings over 35 feet being granted by Conditional Use Permit in the proposed district and defining that this limits a building to actually 4 stories, noting that it could contain two floors of parking and two for offices; a typical floor is 14 feet.

VOTE. YES. SMITH, VENUTI, BENTZ, PETSKA-RUBALCAVA, BOS

VOTE. NO. HIGHLAND.

Motion carried.

¹ The vote resulted in a tie. Four votes are needed to forward a decision. The original proposed eastern boundary of the center of Hohe Street is still on the table for consideration. The Commission requested to see the alternate eastern boundary as one lot in but no motion was offered to make that the eastern boundary.

City Planner Abboud requested comment and discussion on landscaping options for screening parking lots in the district referencing some of the information provided in the packet for the Tree Preservation item.

Commissioners and City Planner Abboud commented and discussed the following with regards to the draft ordinance on landscaping and parking lots in particular:

- Suggestion to implement a “landscape credit” program for natural or undisturbed vegetation instead of removing all existing natural vegetation
- Recommended inserting the above recommendation in lines 106-112 using specific language requirements for landscaping
- Screening requirements, line 113, could state “continuous” which would better block the view of parking lots from residential lots
- Inclusion of green infrastructure in the proposed Medical District at this time since Staff has not been able to approach the subject with a more informed entity on best practices
- Storm water requirements and interpretations are dependent upon the amount of impervious surface and insert dimensional requirements on parking lots, places in the area
- Considering dimensional requirements, when talking about impervious surfaces, building, and parking lot areas and identification of areas on the property that were of high value as natural infrastructure versus better suited for building and there is language included in the dimensional requirements for buildings but it is not apparent for parking lots.
- Desire to implement landscape and green infrastructure requirements in creating a new district from the start that could actually be used to complement infrastructure in general and could result in reducing costs to the municipality for water and storm water treatment. There is uncertainty on implementation strategies in arctic conditions. Example was providing using the total impervious areas and the different runoff rates are for each area such as ditches, rooftops, parking lots, etc. then based on those figures would be the amount of green infrastructure required from simple things to bio-engineered rain gardens which is believed to be needed in this area due to the soil conditions.
- Storm water requirements are determined per location and based on the amount of proposed impervious surface. Staff would like to have studies conducted to determine best practices.
- Consideration of the existing soil conditions when making decisions, existing storm water controls, slope, drainage, etc.
- Staff will provide information and examples of landscaping at the next meeting
- Requirements for parking which would be allowed outright in the district
 - o Requirements should be outlined in development standards if you want to be more descriptive or restrictive
 - o Parking Garages would be considered under structures and by conditional use permit
- Consideration to increase the percentage of the building area since the majority of lots in the proposed district are smaller and would trigger a Conditional Use Permit



City of Homer

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Staff Report PL 20-38

TO: Homer Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Deputy City Planner
DATE: June 17, 2020
SUBJECT: Medical Zoning District Draft Ordinance

Requested action: Conduct a public hearing and make a recommendation to the City Council.

Introduction

The Commission was tasked by the City Council in Resolution 19-49(S)(A) to make a recommendation to Council by June 30th on a new medical zoning district. The Commission response was to include a draft ordinance and memo explaining the recommendations and the process used to arrive at them.

Where we have been

The Commission has discussed this proposed zoning district at four work sessions and six regular meetings to date. At the end of this staff report is a list of meeting dates, and staff reports. All of these items are available on the City website under the meeting date, if you need a refresher! A neighborhood meeting was held on February 20, 2020.

Analysis of code and map amendments

There are three main code amendments:

1. Creation of the text and zoning map for the new district
2. Inclusion of the medical district in tall tower regulations
3. Inclusion of the medical district in the sign code

1. Creation for the text and zoning map for the new district

HCC 21.17, Medical District would be enacted by this ordinance. The area included in the new district would be an upzoning of a portion of the Residential Office District, roughly bounded by Main, Hohe and Bartlett Streets, the hospital to the north, and the Central Business district to the south, just shy of Pioneer Ave. The new zone is a commercial zoning district that allows mixed land uses, ranging from single family homes to professional offices and the hospital. The Medical District differs from the Residential Office District in that it allows for parking lots, medical clinics, retail sales of medical supplies and equipment, and allows for taller buildings with an approved

conditional use permit. There are enhanced landscaping and screening requirements for new, nonresidential construction when there is an existing home next door.

2. Inclusion of the medical district in tall tower regulations

Medical district tower heights would be the same as the current Residential Office standard of 85 feet. Taller towers require a conditional use permit.

3. Inclusion of the medical district in the sign code

This amendment includes the new district in the sign code. The signage is similar to what is currently allowed in the Residential Office District along Bartlett Street.

Staff Recommendation:

Consider any new testimony or comments received about the district. Recommend adoption of the draft ordinance to the City Council.

Attachments

1. Planning Department review of text and zoning map amendments
2. Draft Medical District Ordinance REVISED with Exhibit A and B
3. Public Notice
4. Aerial Map

List of PC meeting dates

12/2/2019	SR 19-98
1/2/20	SR 20-04
1/15/20	SR 20-09
2/5/20	SR 20-13
2/19/20	SR 20-15* neighborhood meeting and regular HPC meeting
3/4/20	SR 20-20



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MEMORANDUM PL-07

TO: Homer Planning Commission
FROM: Rick Abboud, City Planner
DATE: June 17, 2020
SUBJECT: Planning Staff review of text and zoning map amendments

Planning Staff review per 21.95.040

21.95.040 Planning Department review of code amendment. The Planning Department shall evaluate each amendment to this title that is initiated in accordance with HCC 21.95.010 and qualified under HCC 21.95.030, and may recommend approval of the amendment only if it finds that the amendment:

a. Is consistent with the comprehensive plan and will further specific goals and objectives of the plan.

Staff response: The general area for consideration of the district is represented on the 2018 Homer Comprehensive Plan Land Use Recommendation Map. Guidance for the district is found in the Appendix of the plan and has been followed by the Planning Commission. Goal 1 Objective B supports revising the zoning map according to the recommendations found in the Land Use Recommendation Map.

b. Will be reasonable to implement and enforce.

Staff response: The proposed district expands some options of the current district, while being in the same format as existing zoning districts. The draft ordinance will be reasonable to implement and enforce

c. Will promote the present and future public health, safety and welfare.

Staff response: This amendment promotes health, safety and welfare by allowing planned limited commercial growth around the hospital and increase in the mixture of land uses in the area.

d. Is consistent with the intent and wording of the other provisions of this title.

Staff response: This amendment has been reviewed by the City Attorney and is consistent with the intent, wording and purpose of HCC Title 21.

21.95.050 Planning Department review of zoning map amendment. The Planning Department shall evaluate each amendment to the official zoning map that is initiated in accordance with HCC 21.95.020 and qualified under HCC 21.95.030, and may recommend approval of the amendment only if it finds that the amendment:

a. Is consistent with the comprehensive plan and will further specific goals and objectives of the plan.

Staff response: The general area of the area to be rezoned is represented on the 2018 Homer Comprehensive Plan Land Use Recommendation Map. The zoning map change is consistent with the Comprehensive Plan.

b. Applies a zoning district or districts that are better suited to the area that is the subject of the amendment than the district or districts that the amendment would replace, because either conditions have changed since the adoption of the current district or districts, or the current district or districts were not appropriate to the area initially.

Staff response: Conditions have changed since the current zoning of Residential office was applied to the area. The changing nature of the area with larger medical clinics and more commercial activity was recognized in the 2018 Comprehensive Plan. The new zoning district takes into account the growing health care industry in Homer and the changing land use needs of the area to be rezoned.

c. Is in the best interest of the public, considering the effect of development permitted under the amendment, and the cumulative effect of similar development, on property within and in the vicinity of the area subject to the amendment and on the community, including without limitation effects on the environment, transportation, public services and facilities, and land use patterns.

Analysis: Commercial site development in both the Residential Office and Medical districts is largely regulated by the same section of city code: HCC 21.50.030. Bartlett and Main Streets are classified as collectors in the 2005 Homer Area Transportation Plan, part of the adopted comprehensive plan. Land use patterns in either district require a conditional use permit for uses over 8,000 square feet.

Direct impacts on adjacent lands are analyzed if a proposed development requires a conditional use permit.

Staff response: The rezoning of this area is in the best interests of the public as it supports the concentration of limited commercial land uses within the core area of the community and in proximity to the existing hospital. The environment, transportation, public services, and land use patterns will not be more greatly affected by the development permitted in the Medical District vs the Residential Office District.

STAFF COMMENTS/RECOMMENDATIONS:

Planning staff has reviewed the ordinance per 21.95.040 and 21.95.050 and recommends the Planning Commission conduct a public hearing, and recommend approval to the City Council.

**CITY OF HOMER
HOMER, ALASKA**

Planning Commission

ORDINANCE 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE TO CREATE HOMER CITY CODE 21.17, MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.58.030, PERMISSION FOR COMMUNICATIONS TOWERS, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.60.060, SIGNS ON PRIVATE PROPERTY, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.10.020, ZONING DISTRICTS, TO INLCUDE THE MEDICAL DISTRICT; AND AMENDING THE HOMER CITY ZONING MAP TO REZONE A PORTION OF THE RESIDENTIAL OFFICE (RO) ZONING DISTRICT TO MEDICAL (M) ZONING DISTRICT.

Whereas, The 2018 Homer Comprehensive Plan Goal 1 Objective B states that the zoning map be updated to support the desired pattern of growth; and

Whereas, The Comprehensive Plan Land Use Recommendations Map designated an area for consideration of a Medical District; and

Whereas, The Homer Planning Commission has worked with area residents and business owners to identify desirable characteristics and appropriate performance standards as suggested in the Homer Comprehensive Plan; and

Whereas, The Homer Planning Commission held a neighborhood meeting on February 19, 2020 and held a public hearing on June 17, 2020, as required by HCC 21.95.060(C); and

WHEREAS, The Homer Planning Commission determined there is a public need and justification for the rezone; and

WHEREAS, The Homer Planning Commission determined the rezone would not have a negative effect on the public health, safety and welfare; and

WHEREAS, The Homer Planning Commission considered the effect of the change on the district and surrounding properties; and

WHEREAS, The Homer Planning Commission determined that the rezone was in compliance with the Homer Comprehensive Plan.

NOW THEREFORE, THE CITY OF HOMER ORDAINS:

35

36 Section 1. Homer City Code 21.17 is hereby enacted as follows:

37

Chapter 21.17

38

M MEDICAL DISTRICT

39 Sections:

- 40 21.17.010 Purpose.
- 41 21.17.020 Permitted uses and structures.
- 42 21.17.030 Conditional uses and structures.
- 43 21.17.040 Dimensional requirements.
- 44 21.17.050 Site and access.
- 45 21.17.060 Traffic requirements.
- 46 21.17.070 Site development standards.
- 47 21.17.080 Nuisance standards.
- 48 21.17.090 Lighting standards.

49 **21.17.010 Purpose.**

50 The purpose of the Medical District is to provide an area near the hospital to support medical
51 facilities and other professional office and limited commercial uses. The district is meant to
52 accommodate a mixture of residential and nonresidential uses with conflicts being resolved in
53 favor of nonresidential uses. Pedestrian-friendly designs and amenities are encouraged.

54 **21.17.020 Permitted uses and structures.**

55 The following uses are permitted outright in the Medical District:

- 56 a. Single-family and duplex dwelling, excluding mobile homes;
- 57 b. Multiple-family dwelling, provided the structure conforms to HCC 21.14.040(a)(2) and
58 excluding mobile homes;
- 59 c. Public parks and playgrounds;
- 60 d. Rooming house, bed and breakfast;
- 61 e. Townhouses (compliant w 21.53.010 (g) and (h));
- 62 f. Home occupations; provided they conform to the requirements of HCC 21.51.010;
- 63 g. Professional offices and general business offices;
- 64 h. Clinics;

- 65 i. Day care facilities;
- 66 j. Day care homes;
- 67 k. Personal services;
- 68 l. Museums, libraries and similar institutions;
- 69 m. Nursing facilities, convalescent homes, homes for the aged, assisted living homes;
- 70 n. Religious, cultural and fraternal assembly;
- 71 o. Storage of the occupant's personal commercial fishing gear in a safe and orderly manner
- 72 and separated by at least five feet from any property line as an accessory use incidental to a
- 73 permitted or conditionally permitted principal use;
- 74 p. Private exterior storage of the occupant's personal noncommercial equipment, including
- 75 noncommercial trucks, boats, campers, and not more than one recreational vehicle in a safe
- 76 and orderly manner and separated by at least five feet from any property line as an accessory
- 77 use incidental to a permitted or conditionally permitted principal use;
- 78 q. Other customary accessory uses to any of the permitted uses listed in the Medical District;
- 79 provided, that no separate permit shall be issued for the construction of any detached
- 80 accessory building prior to that of the main building;
- 81 r. The outdoor harboring or keeping of dogs, small animals and fowl as an accessory use in a
- 82 manner consistent with the requirements of the Homer City Code and as long as such animals
- 83 are kept as pets and their numbers are such as not to unreasonably annoy or disturb occupants
- 84 of neighboring property;
- 85 s. Recreational vehicles, subject to the standards set out in HCC 21.54.320;
- 86 t. As an accessory use, one small wind energy system per lot having a rated capacity not
- 87 exceeding 10 kilowatts;
- 88 u. Mobile food services;
- 89 v. Retail as an accessory use to a permitted principle use;
- 90 w. Sale of durable and non-durable medical supplies and equipment;
- 91 x. More than one building containing a permitted principal use on a lot;
- 92 y. Parking lots.

93 **21.17.030 Conditional uses and structures.**

94 The following uses may be permitted in the Medical District when authorized by conditional
95 use permit issued in accordance with Chapter 21.71 HCC:

- 96 a. Planned unit developments, excluding all industrial uses;
- 97 b. Public or private schools;
- 98 c. Hospitals;
- 99 d. Public utility facilities and structures;
- 100 e. Mortuaries;
- 101 f. Group care homes;
- 102 g. Helipads, but only as an accessory use incidental to a hospital conditional use;
- 103 h. One small wind energy system having a rated capacity exceeding 10 kilowatts; provided,
- 104 that it is the only wind energy system of any capacity on the lot;
- 105 i. Other uses approved pursuant to HCC 21.04.020;
- 106 j. Parking garage.

107 **21.17.040 Dimensional requirements.**

108 The following dimensional requirements shall apply to all structures and uses in the Medical
109 District:

- 110 a. The minimum lot size is 7,500 square feet.
- 111 b. Building Setbacks.
 - 112 1. Buildings shall be set back 20 feet from all dedicated rights-of-way.
 - 113 2. All buildings shall be set back from all other lot boundary lines according to the number
 - 114 of stories as follows:

Number of Stories	Setback (in feet)
1 story	5 feet
1 1/2 stories	6 feet
2 stories	7 feet
2 1/2 stories	8 feet

- 115 c. Building Height.
 - 116 1. The maximum building height is 35 feet, except as provided in subsection (c)(2) of
 - 117 this section.
 - 118 2. If approved by conditional use permit, the maximum building height for multifamily
 - 119 residential and commercial buildings 65 feet.

120 d. No lot shall contain more than 8,000 square feet of building area (all buildings combined),
121 nor shall any lot contain building area in excess of 30 percent of the lot area, without an
122 approved conditional use permit.

123 **21.17.050 Site and access.**

124 a. A zoning permit for any nonresidential use or structure shall not be issued by the City
125 without an approved site plan and an approved level two right-of-way access plan that
126 conform to the standards of Chapter 21.73 HCC.

127 b. All access points to rights-of-way shall conform to the standards of a level two right-of-way
128 access plan stated in Chapter 21.73 HCC. This applies to all uses and structures.

129 **21.17.060 Traffic requirements.**

130 A conditional use permit is required for every use that:

131 a. Is estimated to generate more than 100 vehicle trips during any hour of the day calculated
132 utilizing the Trip Generation Handbook, Institute of Transportation Engineers, 9th Edition;

133 b. Is estimated to generate more than 500 vehicle trips per day calculated utilizing the Trip
134 Generation Handbook, Institute of Transportation Engineers, 9th Edition;

135 c. Is estimated to generate an increase in the traffic to more than 100 vehicle trips during any
136 hour of the day due to a change in land use or intensity of use; or

137 d. Is expected to generate traffic that will detract from the safety of, or degrade by one level of
138 service, the highway, road, street, alley or intersection.

139 **21.17.070 Site development standards.**

140 a. All single-family and duplex residential development in the Medical District shall comply
141 with the level one site development standards contained in HCC 21.50.020.

142 b. All residential development of three units or more and all nonresidential development on
143 lands in this district shall conform to the level two site development standards set forth in HCC
144 21.50.030 subsections (a) through (e), and HCC 21.50.030(f)(1)(a) and HCC 21.50.030(f)(2).
145 Parking lots with a minimum of 24 spaces or more shall provide a minimum of 10% landscaped
146 area in dividers, islands or buffers or any combination thereof, adjacent or within the parking
147 area.

148 c. New non-residential construction shall be screened from existing single family or duplex
149 dwellings by a continuous fence or landscaping so as to obscure the view of the parking lot and
150 loading areas from the adjacent dwelling.

151 **21.17.080 Nuisance standards.**

152 The nuisance standards of HCC 21.59.010 apply to all development, uses, and structures in this
153 zoning district.

154 **21.17.090 Lighting standards.**

155 The level one lighting standards of HCC 21.59.030 apply to all development, uses, and
 156 structures in this zoning district.

157

158 Section 2. Homer City Code 21.21.58.030 Permission for communications towers is hereby
 159 amended as follows:

160 a. Except as provided in subsection (b) of this section, a communications tower is permitted as
 161 a principal or accessory use or structure in each zoning district.

162 b. A communications tower that exceeds the following maximum height for the zoning district
 163 in which the communications tower is located is permitted only when authorized by
 164 conditional use permit issued in accordance with Chapter 21.71 HCC.

District	Maximum Height (feet)
CBD	60
TC	60
GBD	60
GC1	120
RO	85
MD	85
UR	60
RR	85
CONS	60
GC2	120
EEMU	120
MI	120
MC	120
OSR	60
BCWPD	120

165

166 Section 3. Homer City Code 21.60.060 Signs on private property is hereby amended as follows:

167

168 a. Signs shall be allowed on private property in the City only in accordance with Table 1. If the
 169 letter "A" appears for a sign type in a column, such sign type is allowed without prior permit
 170 approval in the zoning district represented by that column. If the letter "P" appears for a sign
 171 type in a column, such sign type is allowed only with prior permit approval in the zoning district
 172 represented by that column. Special conditions may apply in some cases. If the letter "N"
 173 appears for a sign type in a column, such sign type is not allowed in the zoning district
 174 represented by that column under any circumstances. If the letters "PH" appear for a sign type
 175 in a column, such sign type is allowed in the zoning district represented by that column only
 176 with prior approval by the Commission after a public hearing.

177 b. Although permitted under subsection (a) of this section, a sign designated by an "A" or "P" in
 178 Table 1 shall be allowed only if:

179 1. The sum of the area of all building and freestanding signs on the lot does not exceed the
 180 maximum permitted sign area for the zoning district in which the lot is located as specified
 181 in Table 2; and

182 2. The characteristics of the sign conform to the limitations of Table 3, Permitted Sign
 183 Characteristics by Zoning District, and with any additional limitations on characteristics
 184 listed in Table 1 or Table 2.

185 c. A sign type that is not listed on the following tables is prohibited.

Key to Tables 1 through 3			
RR	Rural Residential	GBD	Gateway Business District
UR	Urban Residential	GC1	General Commercial 1
RO	Residential Office	GC2	General Commercial 2
INS	Institutional Uses Permitted in Residential Zoning Districts (a)	EEMU	East End Mixed Use
		MC	Marine Commercial
CBD	Central Business District	MI	Marine Industrial
TC	Town Center District	OSR	Open Space Recreation
MD	Medical District	PS	Public Sign Uses Permit

Key to Tables 1 through 3															
A = Allowed without sign permit															
P = Allowed only with sign permit															
N = Not allowed															
PH = Allowed only upon approval by the Planning Commission after a public hearing.															
For parenthetical references, e.g., "(a)," see notes following graphical portion of table.															

186
187
188

Table 1

Sign Type	RR	UR	RO	INS (a)	MD	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS
Freestanding															
Residential (b)	A	A	A	A	<u>A</u>	A	A	A	N	N	N	N	N	A	PH
Other (b)	N	N	N	P	<u>P</u>	P	P	P (i)	A	A	A	P	P	N	PH
Incidental (c)	N	N	A (d)	A (d)	<u>A</u>	A	A	A	A	A	A	A	A	N	N
Building															
Banner	N	N	N	N	<u>N</u>	N	N	N	N	N	N	N	N	N	N
Building Marker (e)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	N
Identification (d)	A	A	A	A	<u>A</u>	A	A	A	A	A	A	A	A	A	N
Incidental (c)	N	N	A (f)	A	<u>A</u>	A	A	A	A	A	A	A	A	N	N
Marquee	N	N	N	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Projecting	N	N	N	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Residential (b)	A	A	A	N	<u>A</u>	A	A	A	N	N	N	N	N	A	N
Roof, Integral	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Suspended	N	N	N	P	<u>P</u>	P	P	P	P	P	P	P	P	N	N
Temporary (g)	P	P	P	N	<u>P</u>		P	P	P	P	P	P	P	N	N
Wall	A	A	A	A	<u>P</u>	P	P	P	P	P	P	P	P	A	A
Window	N	N	A	N	<u>P</u>	P	P	P	P	P	P	P	P	N	N

Sign Type	RR	UR	RO	INS (a)	MD	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS
Miscellaneous															
Flag (h)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A

189

190 Notes to Table 1:

- 191 a. This column does not represent a zoning district. It applies to institutional uses
- 192 permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is defined
- 193 as an established organization or corporation of a public, nonprofit, or public safety/benefit
- 194 nature, i.e., schools, churches, and hospitals.
- 195 b. No commercial message allowed on sign, except for a commercial message drawing
- 196 attention to goods or services legally offered on the lot.
- 197 c. No commercial message of any kind allowed on sign if such message is legible from any
- 198 location off the lot on which the sign is located.
- 199 d. Only address and name of occupant allowed on sign.
- 200 e. May include only building name, date of construction, or historical data on historic site;
- 201 must be cut or etched into masonry, bronze, or similar material.
- 202 f. No commercial message of any kind allowed on sign.
- 203 g. The conditions of HCC 21.60.130 apply.
- 204 h. Flags of the United States, the State, the City, foreign nations having diplomatic
- 205 relations with the United States and any other flag adopted or sanctioned by an elected
- 206 legislative body of competent jurisdiction. These flags must be flown in accordance with
- 207 protocol established by the Congress of the United States for the Stars and Stripes. Any flag
- 208 not meeting any one or more of these conditions shall be considered a banner sign and shall be
- 209 subject to regulations as such.
- 210 i. The main entrance to a development in GBD may include one ground sign announcing
- 211 the name of the development. Such sign shall consist of natural materials. Around the sign
- 212 grass, flowers and shrubs shall be placed to provide color and visual interest. The sign must
- 213 comply with applicable sign code requirements.

214

Table 2. Maximum Total Sign Area Per Lot by Zoning District

215

216

Table 2 Part A

The maximum combined total area of all signs, in square feet, except incidental, building marker, and flags (b), shall not exceed the following according to district:

RR	UR	RO	RO (e)	INS (a)	OSR	PS (d)	MD
4	4	6	50	20	4	32	50

Table 2 Part B

In all other districts not described in Table 2 Part A, the maximum combined total area of all signs, in square feet, except incidental, building marker and flags, shall not exceed the following:

Square feet of wall frontage (c):	Maximum allowed sign area per principal building:
750 s.f. and over	150 s.f.
650 to 749	130 s.f.
550 to 649	110 s.f.
450 to 549	90 s.f.
350 to 449	70 s.f.
200 to 349	50 s.f.
0 to 199	30 s.f.

In all districts covered by Table 2 Part B, on any lot with multiple principal buildings or with multiple independent businesses or occupancies in one or more buildings, the total allowed sign area may be increased beyond the maximum allowed signage as shown in Table 2 Part B, by 20%. This additional sign area can only be used to promote or identify the building or complex of buildings.

In all districts covered by Table 2 Part B, freestanding signs, when otherwise allowed, shall not exceed the following limitations:

Only one freestanding sign is allowed per lot, except one freestanding public sign may be additionally allowed. A freestanding sign may not exceed 10 feet in height. The sign area on a freestanding sign (excluding a public sign) shall be included in the calculation of maximum allowed sign area per lot and shall not exceed the following:

One business or occupancy in one building – 36 sq ft.

Two independent businesses or occupancies or principal buildings in any combination – 54 sq ft.

Three independent businesses or occupancies or principal buildings in any combination – 63 sq ft.

Four or more independent businesses or occupancies or principal buildings in any combination – 72 sq ft.

217

218 Notes to Table 2, Parts A and B

- 219 a. The INS column does not represent a zoning district. It applies to institutional uses
- 220 permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is defined
- 221 as an established organization or corporation of a public, nonprofit, or public safety or benefit
- 222 nature, e.g., schools churches, and hospitals.
- 223 b. Flags of the United States, the State, the City, foreign nations having diplomatic
- 224 relations with the United States, and any other flag adopted or sanctioned by an elected
- 225 legislative body of competent jurisdiction. These flags must be flown in accordance with
- 226 protocol established by the Congress of the United States for the Stars and Stripes. Any flag
- 227 not meeting any one or more of these conditions shall be considered a banner sign and shall be
- 228 subject to regulation as such.
- 229 c. Square feet of wall frontage is defined as total square footage of wall surface, under the
- 230 roof, that faces the major access or right-of-way of the business. In the case of a business
- 231 located on a corner lot, square footage of wall frontage is the total square footage of wall
- 232 surface, under the roof, on the side of the business with the most square footage.
- 233 d. The PS column does not represent a zoning district. It applies to public signs permitted
- 234 under the zoning code, in all zoning districts.
- 235 e. This RO column applies only to lots in that portion of the RO district that abuts East End
- 236 Road, **Bartlett Street**, Hohe Street, and Pennock Street. Within this area, there is allowed a
- 237 maximum of 50 square feet total area of all signs (including the ground sign referred to below),
- 238 except incidental, building marker, and flags (see note (b) above). One ground sign, with a
- 239 maximum total area of 16 square feet, will be permitted per lot. Each ground sign shall not
- 240 exceed six feet in height, measured from the base to the highest portion of any part of the sign
- 241 or supporting structure.
- 242 f. **In the Medical District, only one freestanding sign is allowed per lot, except one**
- 243 **freestanding public sign may be additionally allowed. A freestanding sign may not exceed**
- 244 **10 feet in height or 36 square feet in area.**

Table 3. Permitted Sign Characteristics by Zoning District

Sign Type	RR	UR	RO	INS (a)	MD	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS (e)
Animated (b)	N	N	N	N	N	P	P	N	P	N	P	P	N	N	N
Changeable Copy (c)	N	N	N	P	P	P	P	P	P	P	P	P	P	N	PH
Illumination Internal	N	N	N	P	P	P	P	P	P	P	P	P	P	N	N
Illumination External	N	N	N	P	P	P	P	P	P	P	P	P	P	N	PH
Neon (d)	N	N	N	N	N	P	P	N	P	P	P	P	P	N	N

248
249 Notes to Table 3:

- 250 a. The INS column does not represent a zoning district. It applies to institutional uses
- 251 permitted under the zoning code, in the RR, UR and RO zoning districts. Institutional is defined
- 252 as an established organization or corporation of a public, nonprofit, or public safety/benefit
- 253 nature, i.e., schools, churches, and hospitals.
- 254 b. Animated signs may not be neon or change colors or exceed three square feet in area.
- 255 c. Changeable copy signs must be wall- or pole-mounted, and may not be flashing.
- 256 d. Neon signs may not be flashing and may not exceed 32 square feet.
- 257 e. The PS column does not represent a zoning district. It applies to public signs permitted
- 258 under the zoning code, in all zoning districts.
- 259

260

261 Section 4. HCC 21.10.020 Zoning District is hereby amended as follows:

- 262 a. The City is divided into zoning districts. Within each zoning district only uses and structures
- 263 authorized by this title are allowed.

264

- 265 b. The following zoning districts are hereby established:

Zone	Abbreviated Designation
Residential Office	RO
Rural Residential	RR
Urban Residential	UR
Central Business District	CBD
Town Center District	TCD
Gateway Business District	GBD
General Commercial 1	GC1
General Commercial 2	GC2
East End Mixed Use	EEMU
Marine Commercial	MC
Marine Industrial	MI
Medical	M
Open Space – Recreational	OSR

Zone	Abbreviated Designation
Conservation District	CO

266 c. The zoning district boundaries shall be as shown on the official Homer zoning map. [Ord. 12-
 267 10 § 2, 2012; Ord. 08-29, 2008].

268

269 Section 5. The Homer Zoning Map is amended to transfer the parcels listed on the attached
 270 Exhibit A from RO zoning district to the M zoning district as shown on the attached Exhibit B.

271

272 Section 6. The City Planner is authorized to note on the Homer Zoning Map the amendments
 273 enacted by this ordinance as required by Homer City Code 21.10.030(b).

274

275 Section 7. Sections 1-4 of this Ordinance are of a permanent nature and general character and
 276 shall be included in the City Code. Section 5 is a non-Code ordinance of a permanent nature and
 277 shall be noted in the ordinance history of Homer City Code 21.10.030.

278

279 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this XX day of XXX, 2020.

280

CITY OF HOMER

281

282

283

 KEN CASTNER, MAYOR

284

285 ATTEST:

286

287

 MELISSA JACOBSEN, MMC, CITY CLERK

289

290 YES:

291 NO:

292 ABSTAIN:

293 ABSENT:

294

295 First Reading:

296 Public Hearing:
297 Second Reading:
298 Effective Date:

299
300

301 Reviewed and approved as to form.

302

303

304 _____
City Manager

Michael Gatti, City Attorney

305 Date: _____

Date: _____

306

Exhibit A

Parcel ID	Legal Description
17505303	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 3 BLK 7
17505306	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 6 BLK 7
17505307	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 7 BLK 7
17505610	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 10 BLK 6
17505612	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2005061 FAIRVIEW SUB FLYUM ADDN LOT 2A BLK 6
17505614	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2010027 FAIRVIEW SUB NO 16 2010 REPLAT LOT 6-A2 BLOCK 6
17506106	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 6 BLK 10
17506205	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 5
17506504	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 10 BLK 4
17505304	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 4 BLK 7
17505305	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 5 BLK 7
17506102	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 2 BLK 10
17506103	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 3 BLK 10
17506105	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 5 BLK 10
17506402	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 15 BLK 4
17506403	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 14 BLK 4
17506505	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 9 BLK 4
17506512	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 2 BLK 4
17506513	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 4
17513307	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 29-A
17513311	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 26-A1
17513323	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 7-A
17513324	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 8-A
17513329	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 12-A
17513347	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2009018 BUNNELL'S SUB NO 22 LOT 22-A2
17506508	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 6 BLK 4
17506516	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB THE WEST 18 FT 7 IN OF LOT 7 & ALL OF LOT 8 BLK 4
17513223	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 45 THE EAST PORTION THEREOF
17513225	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0780044 BUNNELL'S SUB REPLAT LOTS 27 & 28 LOT 27B
17513226	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0780044 BUNNELL'S SUB REPLAT LOTS 27 & 28 LOT 28B
17513313	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 24-A1
17513314	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 23-A1
17513319	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 3-A-1

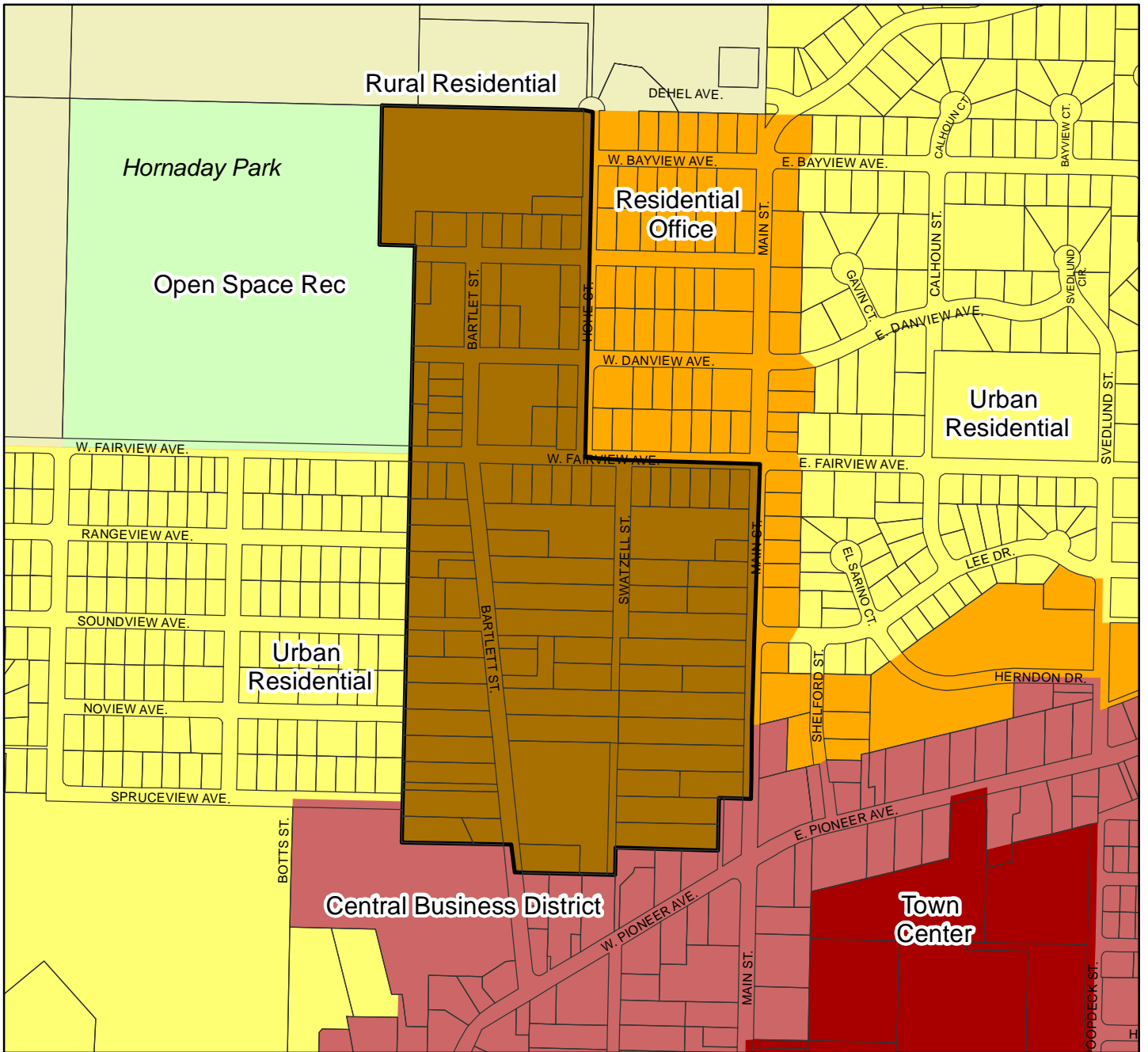
Exhibit A

Parcel ID	Legal Description
17513321	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 5-A-1
17513339	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0970075 BUNNELLS SUB MASTOLIER ADDN LOT 6-A-2
17513342	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2006065 BUNNELL'S SUB FORTIN REPLAT LOT 27-C1
17513348	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2013010 BUNNELL'S SUB NO 23 LOT A-1
17514222	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 50
17514223	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 51
17504024	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2008092 SOUTH PENINSULA HOSPITAL SUB 2008 ADDN TRACT A2
17505205	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2009043 FAIRVIEW SUB HALPIN ADDN LOT 2A BLK 8
17505509	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2004101 FAIRVIEW SUB 2003 ADDN LOT 1-A BLK 9
17505601	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 5 BLK 6
17505613	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2010027 FARIVIEW SUB NO 16 2010 REPLAT LOT 6-A1 BLOCK 6
17506104	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 4 BLK 10
17506107	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 7 BLK 10
17506212	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0850028 FAIRVIEW SUB NO 11 LOT 2-A BLK 5
17506401	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 16 BLK 4
17506510	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 4 BLK 4
17506511	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 3 BLK 4
17513222	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 45 THE WEST PORTION THEREOF
17513312	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 25-A1
17513318	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 2-A
17513325	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 9-A
17513326	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 10-A
17513327	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 11-A
17513330	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 13-B
17513338	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0970075 BUNNELLS SUB MASTOLIER ADDN LOT 6-A-1
17514122	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB PTN OF LT 13 BEGINNING @SW CORNER OF LOT; TH N100 FT; TH E230 FT TO CTR OF STREAM BED BISECTING LOT; TH SE TO POINT WHERE STREAM CTR INTERSECTS SOUTH LINE OF LOT; TH W 283 FT TO POB
17531003	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 41-B
17531005	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 43-A
17531007	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 41-A
17531021	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0790131 HARBOR RIDGE SUB LOT 5 EXCLUDING SLOPE EASEMENT
17513217	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 44








Exhibit A

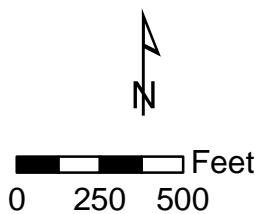
Parcel ID	Legal Description
17505202	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 4 BLK 8
17505302	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 7
17505501	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 6 BLK 9
17505605	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 6
17506101	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 10
17506210	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 10 BLK 5
17506211	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0850028 FAIRVIEW SUB NO 11 LOT 9-A BLK 5
17506502	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 12 BLK 4
17506503	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 11 BLK 4
17506509	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 5 BLK 4
17513219	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 46
17513220	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 47
17513221	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 48 EXCLUDING SLOPE ESMT
17513306	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 30-A
17513316	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 13-C
17513317	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 1-A
17513320	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 3-B-1
17513328	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 11-B
17513343	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2006065 BUNNELL'S SUB FORTIN REPLAT LOT 27-C2
17513344	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2006065 BUNNELL'S SUB FORTIN REPLAT LOT 27-C3
17513349	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2013010 BUNNELL'S SUB NO 23 LOT A-2
17514220	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 49 THE EAST PTN THEREOF EXCL SLOPE EASEMENT
17514221	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000258 BUNNELLS SUB LOT 49 THE WEST PTN THEREOF
17513114	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0780121 BUNNELLS REPLAT LOT 4 & N1/2 LOT 5 LOT 4-A
17531004	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 42-B
17531006	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 42-A
17531024	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0840094 HARBOR RIDGE SUB NO 2 LOT 1-A

Exhibit B



Legend Zoning Districts

-  Central Business District
-  Town Center
-  Rural Residential
-  Urban Residential
-  Residential Office
-  Open Space Rec
-  Medical District



City of Homer
Planning and Zoning Department

5/20/2020

Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.

PUBLIC HEARING NOTICE

Public notice is hereby given that the City of Homer will hold a public hearing by the Homer Planning Commission on Wednesday, June 17, 2020 at 6:30 p.m. via a virtual meeting webinar, on the following matters:

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE TO CREATE HOMER CITY CODE 21.17, MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.58.030, PERMISSION FOR COMMUNICATIONS TOWERS, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.60.060, SIGNS ON PRIVATE PROPERTY, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.10.020, ZONING DISTRICTS, TO INCLUDE THE MEDICAL DISTRICT; AND AMENDING THE HOMER CITY ZONING MAP TO REZONE A PORTION OF THE RESIDENTIAL OFFICE (RO) ZONING DISTRICT TO MEDICAL (M) ZONING DISTRICT.

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE 21.05.030, MEASURING HEIGHTS, TO EXCLUDE ELEVATOR SHAFTS WHEN MEASURING THE HEIGHT OF A BUILDING.

The proposed ordinances are available for review at the Planning and Zoning Office webpage: www.cityofhomer-ak.gov/planning/medical-district-planning.

The virtual public hearing can be viewed online by visiting the Planning Commission Regular Meeting page on the City's online calendar: www.cityofhomer-ak.gov/calendar.

To provide verbal testimony during the public hearing, you may submit an online form by visiting the Planning Commission Regular Meeting page at the link above OR by calling the City Clerk's Office at the number below, prior to 4:30 p.m. on the day of the meeting.

To provide written testimony, you may: 1) submit it via email to planning@ci.homer.ak.us, 2) slip it in the 24/7 drop box at the upstairs entrance to Homer City Hall, or 3) mail it to Homer City Hall, 491 E. Pioneer Ave., Homer, AK 99603, (must be received) prior to 4 p.m. on the day of the meeting.

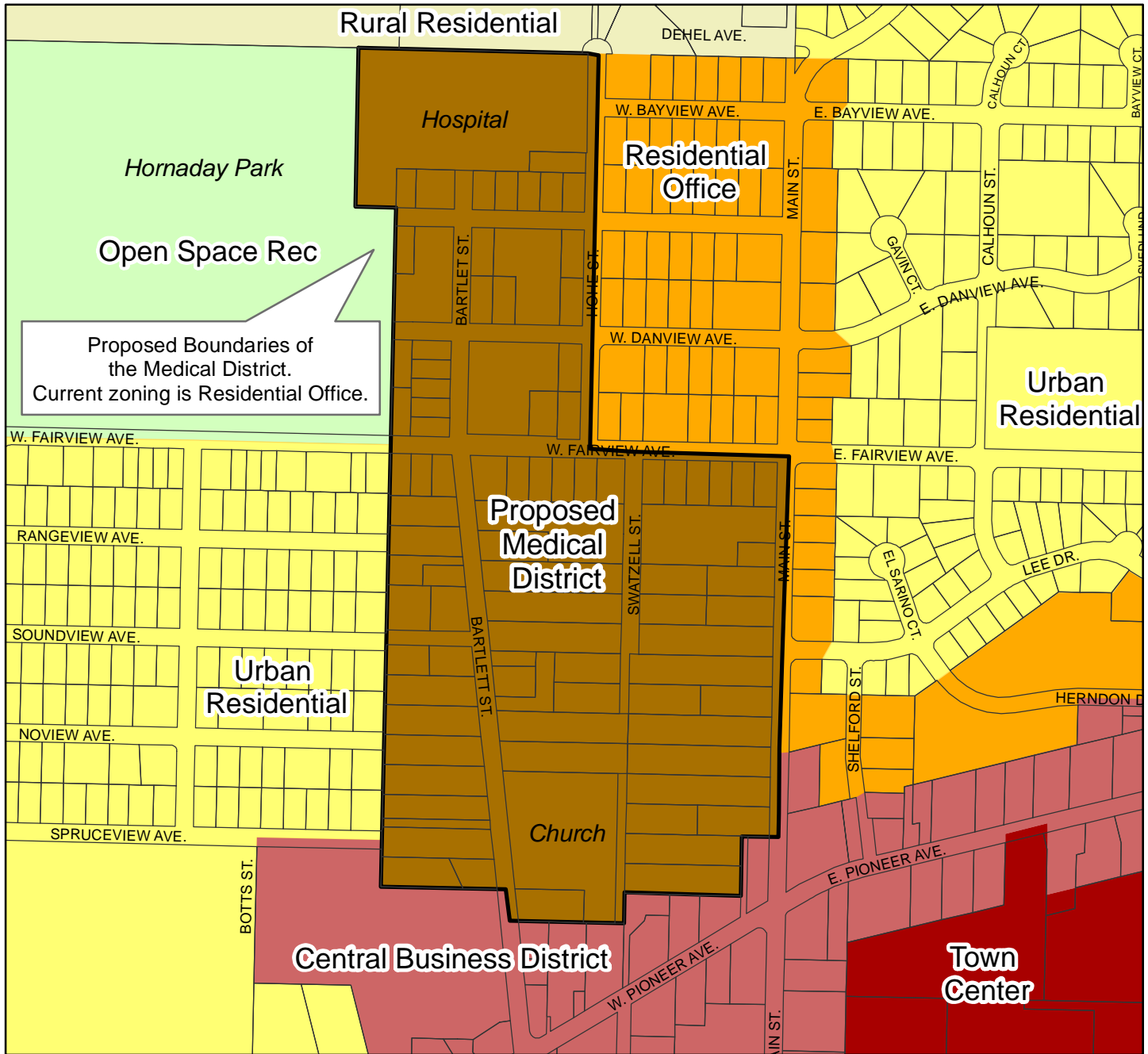
If you have questions about the ordinances, need additional information, or have questions about how to participate in the virtual public hearing, please contact the Planning and Zoning Office at 235-3106 or the Clerk's Office at 235-3130.

NOTICE TO BE SENT TO PROPERTY OWNERS WITHIN 300 FEET OF THE PROPOSED MEDICAL DISTRICT BOUNDARIES & PROPERTIES WITHIN 300 FEET OF MAIN STREET

.....

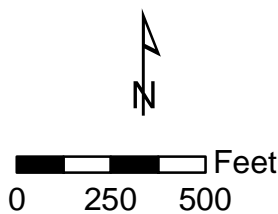
MAP OF PROPOSED MEDICAL DISTRICT BOUNDARIES AND CURRENT ZONING ON REVERSE

Proposed Medical District Boundaries and Current Zoning



Legend

- Current Zones**
- Central Business District
 - Town Center
 - Rural Residential
 - Urban Residential
 - Residential Office
 - Open Space Rec
 - Medical District Boundary (up for public hearing)

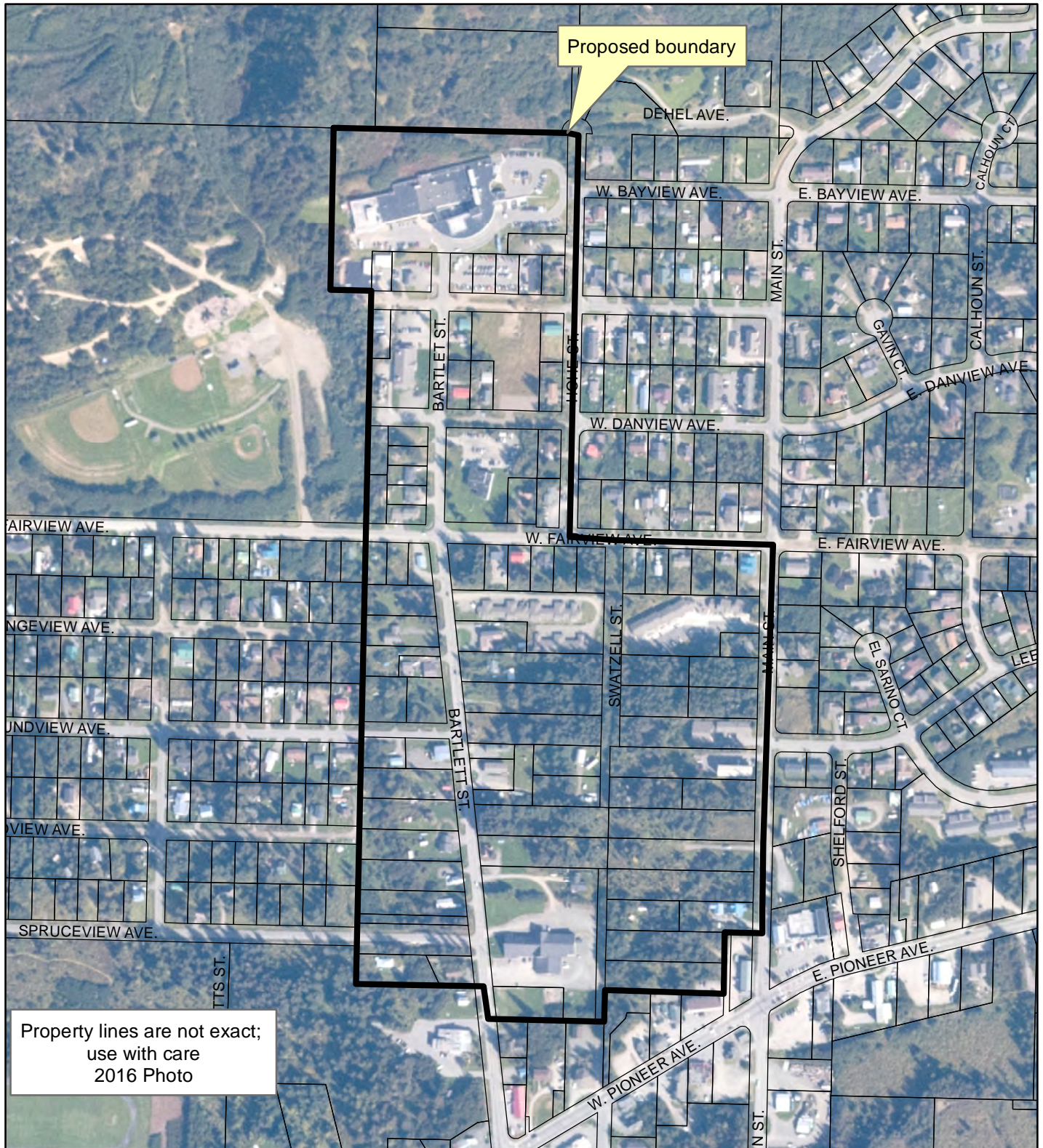


City of Homer
Planning and Zoning Department

6/3/20

Disclaimer:
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Aerial Map



City of Homer
Planning and Zoning Department

6/10/2020



*Disclaimer:
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From: todd aksteiners.com <todd@aksteiners.com>
Sent: Saturday, June 13, 2020 10:58 AM
To: Department Planning
Cc: Department Clerk
Subject: Proposed medical district zone

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
Everyone,

I live on Bartlett in the area which is currently under consideration of becoming re-zoned as a medical district as opposed to residential office. I have lived on Bartlett for ten years.

I have read the proposed ordinance and there is one item in particular that I am asking you to reconsider. Item 204 regarding the use of flags as signage.

I can understand flags being considered a sign if they are hung from two points horizontally as opposed to the traditional method of two points vertically. I can also understand a flag being used as a sign if it was strung up from four points as a banner.

It is a stretch to consider a traditional style flag pole or flag pole off of one's porch as a sign. I am assuming that the planning commission means well and did not intend to interfere with individual property rights or rights of free speech through a flag as a symbol. However I believe that the ordinance as written is just that. If my neighbor who has invested their time, money, and years into their home wants to fly a rainbow flag, or a Trump flag, or a Jolly Roger flag, or a Hello Kitty flag on their own property that is their business. It certainly isn't my business or any of yours either. I do not intend to sound rude or too forward but personal property rights are important and I am trying to make a point.

I am not personally the kind of person who fly's a flag at my house, I never have. Having said that I have noticed that many people do, at both their homes and businesses. I do not believe it is fair for the city to dictate that they can only fly the American, Alaskan, of any nationally "approved" flag. (I am paraphrasing a bit here).

Many people invest their life's work into their homes. It is their single largest investment. They deserve the freedom to fly a symbolic flag on their property if they should choose to do so.

I am respectfully asking that you reconsider the language in the proposed ordinance regarding the use of flags as signs. We have all invested into our neighborhood, please remember that it is currently "Residential Office" and to most of us here it is our residence. It is not purely a business district.

Thanks for your consideration and feel free to contact if you would like.
Todd Steiner
907-299-1992

From: Andrei <andrei_t10@yahoo.com>
Sent: Wednesday, June 17, 2020 12:40 PM
To: Department Planning
Subject: Medical zoning Public testimony

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I reside in "Office Residential" zone, that part being proposed to be re-zoned "Medical". I would like to raise an objection to the verbiage utilized in the proposed paragraph 21.17.020(r), line 81-84, referencing permitted harboring of <...>, fowl but only "as long as such animals are kept as pets". It is not unheard of to treat chicken as "... animal kept for companionship or pleasure", which appears to be the prevalent definition of the word pet. However, so far I am predominantly interested in eating their eggs. I may even end up eating the above mentioned chicken. This can only be interpreted as I would be eating my pets and I find that weirdly offensive. While this is an established formulation in HCC for other zones, I would like to propose a change for this paragraph to be composed as significantly more appropriate "... as long as such animals are kept for non-commercial purposes". Otherwise, I would like to find guidance on how much companionship shall be accomplished and what kind of pleasure should be extracted from these pet chickens to avoid running afoul of HCC.

Respectfully,
Andrei Tsyganenko

From: Roy Thomas <Rjaythomas@outlook.com>
Sent: Monday, June 15, 2020 7:48 PM
To: Department Planning
Cc: ltdawn@live.com
Subject: Proposed Medical District Zoning

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

The comments included herein are submitted as written testimony for the public hearing by the Homer Planning Department scheduled for Wednesday, June 17, 2020.

1. The proposed ordinance states, in part, whereas, the Homer Planning Commission considered the effect of the change on the district and surrounding properties.

What effects were considered by the Planning Department and how were negative effects mitigated for existing uses with particular emphasis on existing residential uses? I don't see any of this discussion in the public documents. I submitted written comments to the prior public hearing notice (several months ago) and received no reply from the Planning Department.

2. The proposed ordinance states that conflicts created by this zoning change will be resolved in favor of non-residential use. A person's home is normally their single largest financial asset, it is where they spend most of their time, where they raise families, and residential land use forms a property tax base that supports schools, utilities and government functions. Residences are the backbone of any community.

This ordinance, for example, could result in a helipad constructed adjacent to an existing family residence. Deference should be given to current and existing use. The burden of conflict resolution should bear on the proposed new uses which will result from this ordinance.

3. A number of additional requirements should be incorporated directly into the ordinance that protect existing uses from future conditionally permitted buildings with a maximum height of 65 feet. Please consider transition heights with greater separation distances, greater property boundary setbacks, the effect of sunlight shading, loss of privacy and loss of viewshed. These are all important to neighborhood wellness, resident quality of life and character of the City of Homer.

Sincerely,

Roy Thomas
3895 Main Street
Rjaythomas@outlook.com

6/15/2020

Deputy City Planner Engebretsen provided brief updates on the status of the planning staff work schedules including City Planner Abboud taking on the role of Acting City Manager until one is hired; COVID 19 department brief update.

PUBLIC HEARING(S)

- A. Staff Report 20-38, Proposed Ordinance to create the Medical Zoning District by rezoning a portion of the Residential Office Zoning District and adding the Medical Zoning District to HCC 21.58.030 permission for communications towers and HCC 21.60.060 signs on private property

Chair Venuti introduced the item by reading of the title into the record.

Deputy City Planner Engebretsen provided a summary review of Staff Report 20-38 for the Commission.

Deputy City Clerk Krause clarified the process for the public testimony submitted in the Supplemental Packet.

Chair Venuti opened the Public Hearing. He inquired if there were any members of the Public who signed up to testify.

Deputy City Clerk Krause noted that there were no requests to provide testimony. She provided some clarification for the Commission on the public presence at the meeting.

Chair Venuti closed the Public Hearing and opened the floor to questions of the Commission.

Commissioner Highland requested clarification on the single letter “m” on line 38.

Deputy City Planner Engebretsen responded that it is but will double check and if not the City Clerk will be able to make that typographical error correction.

There was a brief inquiry on discussing the public comments received regarding helipads in a Medical District and transition in building height.

BENTZ/BOS MOVED TO ADOPT STAFF REPORT 20-38 AND FORWARD A RECOMMENDATION TO CITY COUNCIL TO ADOPT THE PROPOSED ORDINANCE TO CREATE A MEDICAL ZONING DISTRICT BY REZONING A PORTION OF THE RESIDENTIAL OFFICE DISTRICT AND FURTHER AMENDING HOMER CITY CODE 21.58.030 PERMISSION FOR COMMUNICATION TOWERS AND HOMER CITY CODE 21.60.060 SIGNS ON PRIVATE PROPERTY BY ADDING MEDICAL ZONING DISTRICT

A discussion ensued on the public comments received on building height, transition, view shed impediments and display of the flag, non-residential uses preferred over residential, setbacks

increased for taller buildings would cover the concerns for transitions, clarification on non-residential being preferred over residential or vice versa.

Deputy City Planner Engebretsen provided clarification outlined in Homer City Code conditional use process with provisions of one property not negatively impacting another and provided examples from Anchorage where a 4 story newer building is next to a 1950's residence. She further noted that it is quite common to have this scenario in transitional districts.

Continued discussion on the number of feet for setback for a 65 foot tall building and why it was not included specifically in the Ordinance; noting that there is no zoning requirement currently and it would be site specific, this could possibly come up in the conditional use permit process. It was determined that if the Commission wants to implement increased setbacks for taller buildings that is something that needs to be addressed.

Commissioner Davis encountered technical difficulties and could not participate in the discussion. A brief recess was called at 7:05 p.m. while staff determined what the problem was and offered assistance to Commissioner Davis. The issue was resolved at 7:18 p.m. and the meeting called back to order.

Commissioner Davis commented that while missing the meeting when the discussion was held by the Commission, he opined that a resident should be able to have the option to stop a project if it blocks their view shed of an existing residence.

Commissioners Highland, Smith, Bentz provided some background on the previous discussion on building height.

Chair Venuti inquired if the Commission would like to make an amendment.

Deputy City Planner Engebretsen reminded the Commission on the minutes reflecting the actions of the commission and that motions should be made to reflect changes.

Chair Venuti requested the Clerk to read the motion on the floor.

Deputy City Clerk Krause read the motion on the floor.

Commissioner Bentz reiterated where they stand and then queried staff on the location within the ordinance on placement to add an additional setback requirement for taller buildings and what would be the distance would be appropriate.

A discussion ensued on addressing that specifically in the city code at a separate meeting. Points of discussion included the existing setbacks, increasing the setbacks should specifically focus on taller buildings; this is outside the code for Homer and really applies towards building

codes; this would apply to high rise buildings; a 65 foot building could be considered a high rise dependent on an individual viewpoint compared to a establish standard or policy.

Deputy City Planner Engebretsen recommended that the Commission make a motion on amending the setback.

Chair Venuti requested the Clerk to call the vote hearing no motion for amending the setback from the Commission after several separate requests.

VOTE. YES. BENTZ, SMITH, BOS, PETSKA-RUBALCAVA, HIGHLAND

VOTE. NO. DAVIS

Motion carried.

- B. Staff Report 20-40, Proposed Ordinance amending HCC 21.05.030 to exclude elevator shafts when measuring the height of a building

Chair Venuti introduced the item by reading of the title into the record.

Deputy City Planner Engebretsen provided a summary of Staff Report 20-40 for the Commission.

Chair Venuti opened the Public Hearing and confirming with the Clerk that there were no members of the public attending to provide testimony, he closed the public hearing and opened the floor to questions or comments of the Commission.

BENTZ/SMITH MOVED TO ADOPT STAFF REPORT 20-40 AND RECOMMEND CITY COUNCIL ADOPT THE ORDINANCE TO AMEND CITY CODE 21.05.030 TO EXCLUDE ELEVATOR SHAFTS WHEN MEASURING THE HEIGHT OF A BUILDING.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PLAT CONSIDERATION

- A. Staff Report 20-41, Jack Gist Subdivision No. 3 Preliminary Plat

Chair Venuti introduced the item by reading of the title into the record. He then requested if there were any Commissioners who would like to declare a conflict.



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Memorandum PL 20-07

TO: Homer Planning Commission

FROM: Julie Engebretsen, Acting City Planner

DATE: 7/15/20

SUBJECT: Reconsideration of motion to forward a draft ordinance creating the Medical Zoning District to City Council.

On June 18th, Commissioner Highland notified the City Clerk's Office of her reconsideration of a motion to forward a draft ordinance creating the Medical Zoning District to City Council.

Process: A commissioner will move to reconsider, followed by a second. The maker of the motion and then the second, will list their reasons as to why the Commission should revisit the ordinance. Then the Commission will briefly discuss if they should revisit their previous action. (Recall under Robert's Rules, a commissioner typically may speak twice on the issue, and then the item is voted on. This is not a casual work session discussion). A vote will be held. If the motion fails, the action stands and there is no further discussion of the ordinance at the Commission.

If the Commission votes to reconsider the motion, the ordinance will be placed on the agenda under New Business. This allows the Commission to restart working on the ordinance.

July 13, 2020

Planning Commission
City of Homer

Members of the Commission,

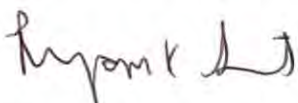
South Peninsula Hospital has appreciated the opportunity to participate in the commission's development of the city's medical zoning district over the last six months. We welcome this additional opportunity to provide input based on prior meeting discussion as you reconsider its adoption.

As currently adopted, *"the district is meant to accommodate a mixture of residential and nonresidential uses with conflicts being resolved in favor of nonresidential uses."* We recommend this preference be used only in an overlay district that covers the area around the already highly developed hospital and clinic area.

From single-family, duplex and multiple family dwelling, to parks, playgrounds, churches and daycares, it is clear that this area is for people to dwell and enjoy regularly. Defining this to an overlay area would allow us to honor the decades-old neighborhood in which we are a member. The pedestrian friendly, residential feel of the neighborhood adds quality to us as an employer and healthcare provider. Offering pedestrian friendly amenities and a non-commercial environment is very much a value for our 450+ employees, and thousands of residents seeking care here.

Additionally, a more medical-specific definition of helipad in this zoning would clarify intended use of permitted helipads and ensure greater support and flexibility for the specific needs of a helistop used for emergency medical response. Consider this definition: *"Medical Services Helipad – any surface where a medi-vac medical helicopter takes off or lands for the transport of medical patients and/or medical personnel. Allowed support facilities restricted to medi-vac medical helicopters only are fueling, limited servicing and sheltering from weather. Such support facilities must meet federal, state and local regulations."* Currently the inbound helicopters land, drop their crew and head to the airport to refuel. We all know that minutes are critical in emergency response, so allowing for the potential of fueling, limited servicing and sheltering might provide improved outcomes for patients needing critical care fast. Allowing the helipad to include fueling, limited servicing or sheltering might make a difference in the future of healthcare for the community.

Thank you again for the many hours you have devoted to establishing a medical district to support the growing and future healthcare needs for the residents we serve.



Ryan Smith, CEO



Engineering/Support Services
4300 Bartlett Street
P.O. Box 1017
Homer, AK 99603
907-235-8101 ~ Fax 907-235-0279

Homer Planning Commission,

Re: Medical District Communications Tower Table stating 85 feet.

This height creates obstruction concerns for helicopter approaches and departures. Safety considerations for flight paths leading to and from the hospital helipad which is at 384 feet above sea level. Depending where a tower of this height is placed within the proposed Medical District would create an increased probability of a disaster. Propose a tower of this height cannot be constructed on a site no further up Bartlett Street than that of Noview Ave.

Respectfully submitted,

Glenn Radeke
Facilities Director
South Peninsula Hospital

Chapter 21.17 M Medical District

21-17.010 Purpose: Line 52 & 53: "...with conflicts being resolved in favor of nonresidential uses..."

Comment: The proposed medical district is in the heart of one of Homer's longest established residential areas. Preserving residential living quality of life and pedestrian safety should be of high importance in developing the stated PURPOSE of this new district. The stated preference for resolving conflicts to the benefit of nonresidential uses over residential sets up WIN/LOSE situations where quality of residential life and pedestrian safety can be diminished. We should seek WIN/WIN situations and give equal weight to both non-residential and residential uses.

Suggest adding the following language from the GC1 Statement of Purpose:

"It is also intended to minimize the congestion and adverse effects on adjacent residential districts and on the appearance of the community."

21.17.040 Dimensional Requirements: Lines 118 & 119: "...maximum building height for multifamily residential and commercial buildings 65 feet."

Comment: Suggest removing 65 feet as the maximum building height for commercial buildings. Instead suggest proposing no new fixed height number but instead allow a conditional use for commercial buildings over 2-1/2 stories if the buildings contain mixed uses and provides a parking garage within the building. The hospital has an interest in building a multi story structure that would include a multilevel parking garage, medical offices and medical clinics.

Further suggest a boundary for commercial buildings above 2-1/2 stories East of Bartlett Street, West of Hohe Street and above West Fairview Street. This would focus the development of multi-story commercial buildings nearest the hospital and limit interference with the view scape for residential properties below West Fairview. Traffic generated by such a building should be directed to Bartlett Street.

Current Definition of Helipad:

"Helipad" means any surface where a helicopter takes off or lands, but excludes permanent facilities for loading or unloading goods or passengers, or for fueling, servicing or storing helicopters.

Suggest a new definition for Medical Services Helipad:

"Medical Services Helipad" means any surface where a medi-vac medical helicopter takes off or lands for the transport of medical patients and medical personnel. Allowed support facilities restricted to medi-vac medical helicopters only are fueling, limited servicing and sheltering from weather. Such support facilities must meet federal, state and local regulations.

Comments by Lane Chesley.

July 15, 2020

Homer Advisory Planning Commission

Following are excerpts from an email exchange among myself, Lane Chesley, Julie Engelbretson, Derotha Ferraro, Glen Radeke and Ryan Smith. I hope you will take the various comments under consideration as you consider PL-20-07.

Lane began the series of emails by informing us of his comments on PL-20-07, which I assume he has passed on to the Planning Commission. I responded as follows:

Lane—Thanks for sending me a copy of the new proposal. By and large, your amendments look pretty good. I can't say I'm enthused about 2 ½ + stories of construction on the block next to our home, but it seems like an acceptable compromise, one that respects the character and values of the neighborhood, and one that is consistent with the future well-being of SPH. My sole significant complaint is with the helipad. I really don't understand what is to be gained by having fuel storage, service capability and storage facilities for helicopters in the area—even on a limited basis. The airport already has fuel storage, service areas and hangars available in an area dedicated to those uses with much more extensive infrastructure and technical expertise than ever will be on hand in a limited heliport in our neighborhood. All those features currently exist in an area where the infrastructure and technicians are concentrated only a couple of minutes flight time from SPH. Duplicating helicopter support facilities closer to

the hospital seems like a large and wasteful expenditure to accomplish something that is inadequate when compared to the existing facilities. For each patient pickup, the helicopters come and go a couple of times from the hospital, and typically they are parked on the roof of the building for twenty minutes or so, meaning that the delays between the helicopter's dropping off a couple of EMT's and its departure are attributable to the time necessary to prep the patient, not to flight times, refueling, etc. In short, I can sign off on the new medical district proposal with the exception of the helipad. I would like to hear your argument for building a helipad in the medical district, and, absent compelling reasons of which I am unaware, I hope you will rethink your position on this issue.

Please keep me posted.

Later.... Rob

After thinking about the issue, I sent my response to the others in this email exchange. Julie responded to the entire group as follows:

I should amend a bit... I recognize that the medical district is more a commercial than residential district, but part of RO and UR would be affected as well and clearly there are many residences in the area. I don't believe a heliport is an appropriate land use for the area. If there is a land use constraint (ie, not enough hangar space with a demonstrated need for more) then that is the problem to work on... more appropriate areas for hangars.

Hope that makes sense 😊

Julie

She also sent me the following remarks in a separate email:

Hi Rob,

I'm limiting my comments to you since everyone is working hard and I have had this conversation with hospital staff. When we chatted months ago, the issue was lack of hangar space for the helicopter. Our community's ability to have a life flight stationed here was hampered by no available leases at the airport. I have heard this from other people with airplanes. So in effect, the airport is currently full. (we do now have a helicopter here for several hours a day but it doesn't 'live' here, I think it flies in for a period of time?)

As a planner, my solution to the full airport issue, is to allow helicopter facilities in other zoning districts around the airport. This would likely mean in the GC2 heavy industrial area along Kachemak Drive, and possibly in the East End Mixed Use district. This idea may have been brought up at a work session with the Commission but it didn't go anywhere. While the hospital is a worthy applicant for a heliport, the land use would be allowed for anyone who wanted a heliport. Zoning can't be used to discriminate or give special privileges to one party over another. So my planner response to a lack of airport space, is to allow that land use in another appropriate industrial district....not a residential zone. These decisions are ultimately made by the Commission and Council, but that is my planner opinion.

Julie

I sent Julie a lengthy response that mostly reflect my own values and (I think and hope) the values of the neighborhood:

Julie—Thanks for a very reasonable and well reasoned opinion. I think it's a bit alarming that, if approved, anyone could build a heliport there (I didn't know that until I read your email, so thanks, again). My feelings about land use planning are to err on the side of caution and take extra efforts to protect the defined uses of an area, which is to say to make it as difficult as possible for a developer to subvert the original purpose of a given zoning ordinance. The logic being that you can always change the rules for development in an area if there is a proven need, but once a developer exploits a loophole to build inappropriately, the damage is done. Paul Raymond's aborted construction project on Cityview is a good example: He transformed one of the last patches of forest in the neighborhood into a sterile construction site made of several feet of compacted gravel. It will take thousands of years for those trees to return. Maybe that patch of forest was doomed—I don't believe that, but it's possible—however, its fate should not have been sealed without public deliberation over how the project should proceed, its scale and whether or not it should proceed at all. Specifically: Was that patch of forest of greater value than Paul Raymond's financial interest and the community need for a 20 K square foot medical center? I think it is essential to keep in mind the fact that *all* terrestrial life (which includes us humans) depends for its existence on a couple of feet of topsoil, and that topsoil accumulates at the rate of about an inch per *century*.

The history of development in the U.S. is the history of building stuff mostly without considering the need, the options or the consequences. More often than not, it seems, we look back and say, "Well, I guess we shouldn't have done that." And then we do

it again. When I think about these issues, it occurs to me that a lot of these mistakes are rooted in the fallacy of the excluded middle, the developers' rhetoric that this is what we have to build; this is the place; the time is now, and we can't let a bunch of wild-eyed, head-in-the-clouds liberals stop progress. The logical error, of course, is that it's perfectly possible to build what is needed and to do so in a way that preserves a healthy and pleasing environment. Progress does not demand the unnecessary destruction of communities and the environment that are cherished by values other than the financial gain of those who command the backhoes and dump trucks. In fact, if that destruction is a necessary component of progress, it is hard to justify calling it progress.

Well... I guess I should apologize for standing on my soap box, waving my arms and offering unsolicited opinions, but I guess it's all my way of thanking you for your thoughtful email.

Later.... Rob

PS I'm surprised that the airport is full, and, I assume, there is no further space for building another hangar. Is this so? It seems that building a hangar would be a lot cheaper and easier than building an entire heliport outside of the airport itself. Also, it seems proper to keep in mind the fact that the times they are a changin'. Specifically, due to the pandemic and the associated financial strain on small businesses and individuals, I would hardly be surprised that hangar space will become available in the coming months. Everything that I have been able to learn about

the pandemic and its effect on the economy is that we are moving into a radically different world, and perhaps it would be well to plan cautiously until we have a clearer view of the future.

I have two more thoughts on this issue. First, it seems way to risky to open the entire medical district to the construction of heliports. Julie is entirely correct in stating: “ I don’t believe a heliport is an appropriate land use for the area.” This is certainly true of a (relatively modest) heliport for the hospital’s use. It is far more inappropriate if a commercial heliport were built in the area. Second, if the airport has run out of the space it needs to function efficiently, it’s logical to approach the deficiency by expanding the airport, not by co-opting other areas as locations for airport-like uses.

Please refuse to allow heliports in the new medical district.

Thank you.

Rob Lund

Session 20-09, a Regular Meeting of the Planning Commission was called to order by Chair Venuti at 6:33 p.m. on July 15, 2020 at Cowles Council Chambers in City Hall located at 491 E. Pioneer Avenue, Homer, Alaska via Zoom Webinar.

PRESENT: COMMISSIONERS HIGHLAND, PETSKA-RUBALCAVA, BARNWELL DAVIS AND VENUTI AND BENTZ

ABSENT: COMMISSIONER SMITH (EXCUSED)

STAFF: DEPUTY CITY PLANNER ENGEBRETSEN
DEPUTY CITY CLERK KRAUSE

There was a delay in starting the meeting due to technical difficulties. Commissioner Barnwell was intermittent during various times of the meeting due to internet connection loss.

APPROVAL OF THE AGENDA

Chair Venuti requested a motion to approve the agenda.

HIGHLAND/BENTZ – SO MOVED.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Deputy City Clerk Krause provided clarification on the ability of the public to comment on the reconsideration.

PUBLIC COMMENT ON ITEMS ALREADY ON THE AGENDA

Derotha Ferraro, Public Relations Officer South Peninsula Hospital, commented on the reconsideration of the Medical District ordinance noting the following points of conflict resolution to an overlay area within the district; changing the definition of Helipad to address the future needs of the district; towers and towers height with regards to impacts referenced in a separate written comment.

Lane Chesley, resident, commented on the reconsideration encouraging the Commission to continue their work on this district. He noted that in his review of each the districts in regards to non-residential over residential the preference is only listed in CBD, Gateway Mixed Use and Marine Industrial. He encouraged finding win/win situations. On building height he commented on the visionary statement at the last meeting by the Chair on creating building

height standards; he encouraged not setting a height limit and addressing it with the CUP process; the Helipad he asked respectfully that the Chair bring that before the Commission and Staff for further analysis due to the increased benefits to the community.

RECONSIDERATION

- A. Memorandum PL 20-47 from Deputy City Planner re: Reconsideration of motion to Forward a Draft Ordinance Creating the Medical Zoning District to City Council

Chair Venuti requested a motion to reconsider.

HIGHLAND/DAVIS MOVED TO RECONSIDER THE MOTION TO ADOPT STAFF REPORT 20-38 AND FORWARD THE DRAFT ORDINANCE CREATING A MEDICAL ZONING DISTRICT TO CITY COUNCIL.

Discussion points on the reconsideration were as follows:

- Creating a new zoning district is important and comments submitted by the public should be considered appropriately by the Commission
 - o Not setting a fixed maximum building height
 - o Multi-family residential should not be considered commercial
 - o Conflicts resolved in favor of commercial versus residential uses
 - o Helipad Use should be considered
 - o Tower Height impacting air travel in the district

VOTE. YES, HIGHLAND, BENTZ, VENUTI, DAVIS, PETSKA-RUBALCAVA, BARNWELL

Motion carried.

This will be discussed under New Business Item A.

ADOPTION OF CONSENT AGENDA

- A. Minutes of the June 17, 2020 Planning Commission Regular Meeting

Chair Venuti requested a motion to approve the Consent Agenda.

HIGHLAND/BENTZ – SO MOVED.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS/PRESENTATIONS REPORTS

Commissioner Highland noted her service on the Transportation Advisory Committee with Mr. Smith and working on the Transportation Plan which requires updating, she acknowledged the additional traffic that will result from connecting Eric Lane to West Fairview and the impending disgruntled residents on that but the question and concern posed by Mr. Faulkner was the Linstrang Way intersection with West Hill Road and she assumed that it was already addressed with the State.

Acting City Planner Engebretsen interpolated that West Hill Road is a state road and those intersections are not on the table for consideration or action by the Commission. The comments are well intentioned but the current road connections are not for the Commission to address with this action.

Commissioner Highland then noted a grammatical error on page 119, Staff Recommendation #5 needed the word "of" inserted between right and way.

Chair Venuti requested a motion hearing no further questions from the Commission.

BENTZ/HIGHLAND MOVED TO ADOPT STAFF REPORT 20-48 AND RECOMMEND APPROVAL OF FOOTHILLS SUBDIVISION SUNSET VIEW PRELIMINARY PLAT WITH COMMENTS 1 -11 AS STATED IN THE STAFF REPORT.

There was no discussion.

VOTE. YES. BENTZ, VENUTI, PETSKA-RUBALCAVA, DAVIS, HIGHLAND¹

Motion carried.

PENDING BUSINESS

NEW BUSINESS

- A. (if reconsidered) Memorandum PL 20-07, Reconsideration of motion to forward a draft ordinance creating the Medical Zoning District to City Council.

Chair Venuti introduced the item by reading of the title.

Commissioner Bentz requested clarification on the intent of the reconsideration for the Commission to come up with a new motion tonight or to have further discussion and recommendations to be brought back by staff for a new hearing later.

Acting City Planner Engebretsen confirmed that if the Commission made recommendations to change the content of the draft ordinance they would have to hold another public hearing.

¹ Commissioner Barnwell lost internet connectivity and was not present for the vote.

Chair Venuti then opened the floor for discussion.

Commissioner Highland was concerned that the ordinance was not included in this packet to work from but hoped that they all had it from the prior meeting packet to work from tonight.

Acting City Planner Engebretsen recommended that the Commission could review the previous packet for information but she would like to get the extent if the changes that the Commission would like to make before really diving into the draft ordinance.

The Commission then proceeded to go through the following points to consider amending in the ordinance:

- Commercial versus residential regarding conflicts giving equal weight to both
- No fixed building height but require CUP for commercial buildings over 2.5 stories and setting boundaries for those buildings between Bartlett and Main Street North of Fairview Avenue
- Multi-family residential
- Towers in the district presenting a danger
- Helipads is allowed currently at the hospital only

Acting City Planner Engebretsen remarked on the comments received on towers was very informative; that ordinance on towers was forwarded to City Council; the limit is 85 feet and the only change was to include this district in the existing code. She then reviewed the topics that Commissioner Highland wanted to address:

- Redefining the purpose statement of the Medical Zoning District
- Boundaries
- Multi-family, needing more direction on this issue
- Towers
- No Fixed building height stated, CUP for buildings over 35 feet

Commissioner Bentz did not want to allow expanded heliports/helipads in the district, believes they should be kept in the area of the airport and since there are no immediate plans she does not see the benefit to reopen a discussion on this issue. As far as an overlay zone and the boundaries as selected, it would appear more of spot zoning if they addressed as an overlay and they chose the boundaries as they did since there was already growth in the area. Commissioner Bentz further added that the purpose statement reflects why they are creating this district and choosing commercial over residential reflects that decision.

Commissioner Davis stated that his initial concern was the allowance of 65 foot tall buildings throughout the district, selecting commercial over residential in conflict resolution and having an existing residential property owners viewshed impacted by a 65 foot tall building. He further noted the comments and input from Mr. Chesley and Ms. Ferraro on solutions. He supported the no specific heights and limiting the tall buildings to be constructed up by the hospital. Limiting the area to where there is already medical offices.

Commissioner Petska-Rubalcava agreed with the removal of a set building height and addressing the conflict resolution on a case by case basis.

Chair Venuti commented on prohibiting tall buildings south of Fairview Avenue but overall he is very satisfied in what they have produced so far.

There was further discussion on the following points:

- Multi-family as option to provide housing or care facilities
 - o Clarification that Multi-family housing is apartments and if this option is banned then that reduces most of the affordable housing in Homer if not allowed in this district
 - o Further clarification on addressing line 118-119 of the draft ordinance
- Redefining the boundaries a previously established by the Commission instead of setting limits to where buildings over 35 feet could be constructed
 - o Concrete action was to remove lines 118-119

Acting City Planner Engebretsen requested the Commission to bring forward their actions by motion. She stated that there have been several reiterations and from this point forward if the Commission is not satisfied with what staff has provided then they are requested to bring the draft language to the next meeting and make a motion so the Commission as a body can vote on it. She offered to work with Commissioners outside the meeting to facilitate the language for the proposed amendments to the ordinance. There is a diversity of views within the Commission on various sections of the ordinance.

Further discussion and comments were made on the following:

- commercial buildings allowed over 35 feet by conditional use permit;
- establishing north of Fairview only for those buildings over 35 feet;
- restricting the construction of tall buildings to limit impact on the viewshed;
- limiting the specific area within the district to construct buildings over 35 feet negates creating the district boundaries as the commission did from staff recommendations;
- there is no definition in Borough or city code on viewshed and the commission should be careful on not defining so specifically;
- the view may be very important in Homer but you do not buy the view;
- removal of the sentence in lines 51-53 regarding conflicts being resolved in favor of commercial uses;
 - o removing that sentence from the purpose statement would remove the clarifying purpose of clustering non-residential facilities related to medical in this district;
 - o resolving conflicts in favor of non-residential uses and the basis to keep that in place in regards to land development;
- striking lines 118-119 to obtain objective
- requiring CUP for structures over 35 feet exacerbates the issue

Commissioner Petska-Rubalcava requested that they postpone further discussion until the next meeting to allow each Commissioner to fully consider the language for the areas of concern and lines 118-119 especially lines 51-53 in dealing with the commercial over residential.

Chair Venuti requested input from Acting City Planner Engebretsen.

Acting City Planner Engebretsen provided overview on the items discussed by the Commission.

Deputy City Clerk Krause responded to Chair Venuti that this will be on the next agenda under pending business.

INFORMATIONAL MATERIALS

- A. Appointments to the Planning Commission
- B. City Manager's Report for the June 22 & July 1 City Council Meetings
- C. Kenai Peninsula Borough Notice of Decision - Nedosik 1998 Tract C Jack Hamilton Replat No. 2 Preliminary Plat
- D. U.S. Army Corps of Engineers Public Notice for City Seawall Project

COMMENTS OF THE AUDIENCE

COMMENTS OF THE STAFF

Deputy City Planner Engebretsen asked if there is a Commissioner who would like to spear head a conversation on heliports at the request from the hospital and Mr. Chesley since they did not address that issue during the meeting please let her know as she will not have the time to do that and will not address it.

Deputy City Clerk Krause thanked the Commissioners for patiently dealing with all the technical issues tonight. It was a good meeting.

COMMENTS OF THE COMMISSION

Commissioner Bentz commented that it was a good time to adjourn the meeting as the sun is swinging around and shining in her face. She noted that the meeting was almost the same length as the KPB meeting on Monday; it was a good substantive meeting; it is good to see that they can still get things accomplished meeting in this manner and that there is a lot be done in Homer during this time.

Commissioner Davis commented it was a good meeting, and asked if they were going to be able to meet the newest Commissioner at some point.

Commissioner Barnwell provided his take away from the meeting tonight on the medical district that the Commissioners were to bring back carefully worded motions for the next



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Staff Report PL 20-52

TO: Homer Planning Commission
FROM: Julie Engebretsen, Acting City Planner
DATE: August 5, 2020
SUBJECT: Medical Zoning District Draft Ordinance

Introduction

At the last meeting, the Planning Commission reconsidered the motion to recommend approval of the ordinance to City Council. Discussion topics and public comment included building height, the purpose statement of the district, tall tower height, and allowing heliports by conditional use permit. The Commission can discuss these topics at the work session, and make motions during the regular meeting. Please bring your prepared motions for the regular meeting.

Next steps:

1. Discuss any changes to the existing ordinance at the work session.
2. At the regular meeting, make motions on any proposed changes.
3. Move the ordinance to public hearing in September, OR move to postpone to the next meeting for further revisions.

Analysis

Building Height

In the ordinance any building height over 35 feet would require a conditional use permit. Commission discussion has ranged from a height of 85 feet, down to the current 65 feet, to an unlimited height in a specific area around the hospital. If the Commission decides to allow buildings of unlimited height, please discuss the conditions under which you would approve or deny an application.

Purpose statement of the district

There was discussion at the last meeting that the purpose statement pits residential interests against commercial interests. Please bring your amendments to the meeting so they may be voted on.

Medical District:

The purpose of the Medical District is to provide an area near the hospital to support medical facilities and other professional office and limited commercial uses. The district is meant to accommodate a mixture of residential and nonresidential uses with conflicts being resolved in favor of nonresidential uses. Pedestrian-friendly designs and amenities are encouraged.

Tall Towers

The Commission received comment expressing concern that towers could impact helicopter flight paths. Staff doesn't have technical knowledge in this area, but here is info on current and proposed codes, and existing tower regulation.

The current RO tower height is 85 feet. The proposed Medical district height is the same. The tower code does already include the following, HCC 21.58.040 Application requirements: 9. A determination of no hazard to air navigation for the communications tower issued by the Federal Aviation Administration.

Bentz emailed staff with a recommendation of 60 feet. Due to the size of the Medical district and overall change in elevation, staff does not recommend a blanket reduction in height across the whole district.

Heliports

HCC 21.03 contains the following definitions:

“Helipad” means any surface where a helicopter takes off or lands, but excludes permanent facilities for loading or unloading goods or passengers, or for fueling, servicing or storing helicopters.

“Heliports” means any place including airports, fields, rooftops, etc., where helicopters regularly land and take off, and where helicopters may be serviced or stored.

In the RO district and proposed M district, Helipads are a conditional use, limited in scope to an accessory use to a hospital conditional use. (I.e., there should be a hospital with a CUP, in conjunction with the heliport, which must also be approved by CUP. A private residence couldn't have a heliport.) If the Commission wants to add Heliports, the following language could be an option:

g. Helipads, **and heliports** but only as an accessory use incidental to a hospital conditional use;

The Commission should be aware this would only allow the facility on the same lot as the hospital, as accessory use is also defined in code:

“Accessory use” means a use or activity that is customary to the principal use on the same lot, and which is subordinate and clearly incidental to the principal use.

If the Commission wants to have a broader conversation about helicopter activities, I suggest talking about that separate from this ordinance, as it could involve a greater area of the city than this proposed district. Heliports could be added to the work list or placed on a near future agenda, along with concerns about tower heights.

Staff Recommendation

1. Work through the topics in this staff report
2. Make motions at the regular meeting
3. Either move to public hearing in September, or postpone for further discussion at the next meeting.

Attachments

Staff Report 20-38 dated June 17, 2020, including draft ordinance & zoning map
PC supplemental packet June 17, 2020 (other topic pages excluded)
PC Minutes of June 17, 2020 excerpt
PC supplemental packet July 15, 2020 (other topic pages excluded)
PC Minutes of July 15, 2020 excerpt



Administration
4300 Bartlett Street
Homer, AK 99603
907-235-0325~ 907-235-0253 fax

July 31, 2020

Julie Engebretsen
Deputy City Planner
City of Homer

Julie,

For your information as the Planning Commission and staff review information in regards to helipads in the proposed medical district. The recent annual volume of “medical evacuations” or helicopter transports from South Peninsula Hospital is:

2018=**167**

2019=**196**

2020 through July 28: **102**

Let me know if you have any other informational needs and thank you for all the thoughtful work in the development of the proposed medical district.

Sincerely,

Derotha Ferraro
Public Information Officer
South Peninsula Hospital
(907) 399-6212

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PENDING BUSINESS

A. Staff Report 20-52, Medical Zoning District Draft Ordinance

Chair Venuti introduced the item into the record by reading of the title.

Acting City Planner Engebretsen provided a summary of the worksession discussion noting that the Commission discussed the following:

- Allowing buildings up to 65 feet in a limited area north of Fairview Avenue, SOUTH OF Fairview would remain at 35 feet height limit
- Amending the purpose statement to strike language that conflicts would be resolved in favor of non-residential uses
- Tall towers and impacts to air travel, which was determined to be a worthy topic for a separate discussion and not as a blanket change for the district due to topography, they would also need to look at Residential Office
- Heliports and helipads in the district

Acting City Planner Engebretsen reminded the Commission that any changes are to be made by motion and then an additional public hearing would be required which would likely be the first meeting in September.

Commissioner Highland stated that she would start with page 86 of the packet, line 52
HIGHLAND/ MOVED TO STRIKE ON LINE 52, RESIDENTIAL AND NONRESIDENTIAL USES WITH CONFLICTS BEING RESOLVED IN FAVOR OF NONRESIDENTIAL.

Commissioner Highland then stated that Line 52 would read, “The district is meant to accommodate a mixture of uses.

Chair Venuti asked for a second. There was no second immediately forthcoming.

Commissioner Barnwell seconded.

Discussion ensued on the following by Commission and Staff:

- Removing the language on conflict resolution in this section are there other sections that detail how conflicts would be resolved or is this the only location
- This is the only area where conflicts are called out

- Section 21.17.070 c does address Site development standards regarding non-residential construction should be screened from existing residential
- Concern was expressed for limiting the planning department by removing this language
- This could possibly weaken the commercial aspects of the district if the purpose is supposed to be commercial or mixed use then they would like to have it stated
- The purpose of the district is not to push out the residential uses but provide an area for a mixed use and they can

HIGHLAND/DAVIS MOVED TO AMEND THE MOTION TO STATE ACCOMMODATE RESIDENTIAL AND NON RESIDENTIAL USES AND STRIKE WITH CONFLICTS BEING RESOLVED IN FAVOR OF NONRESIDENTIAL USES.

There was no further discussion.

VOTE. (AMENDMENT) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Commissioner Smith called for a point of order to vote on the original motion.

Deputy City Clerk Krause noted that the Commission is required to vote on the main motion as amended, and the commission voted on the amendment.

Acting City Planner Engebretsen read the motion as amended, "The district is meant to accommodate a mixture of residential and nonresidential uses. Striking with conflicts being resolved in favor of nonresidential uses."

VOTE. (MAIN) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Tall Towers:

Acting City Planner Engebretsen reviewed the discussion and the Commission can have this on a later agenda as there are multiple aspects to consider and research to be done by staff for helicopter operations at or near the hospital. It should be done separately and more comprehensively.

No action is required by the Commission at this time.

Heliports and Helipads

The Commission discussed this and it was determined that it would keep the helipad use and that the residential use and fuel storage was not compatible and recommended no action.

HIGHLAND/BENTZ MOVED THAT LINE 119 BE AMENDED TO READ RESIDENTIAL AND COMMERCIAL BUILDINGS 65 FEET NORTH OF FAIRVIEW.

Discussion ensued by Staff and Commissioners on the following:

- Creating an overlay district presenting more liability for the city
- Limited area allows only two property owners
- Opens the door for property owners south of Fairview to request a code amendment
- The view shed is not defensible since you cannot own the view
- There would have to be parameters on how regulating for the viewshed and existing residential properties which is outside the scope of the town.
- Planning Department would advise on process and clarification of city code.
- Case dependent as the town grows in the future.
- Addressing the slope difference in regards to the height limitations on buildings
- If the goal is to encourage development they are not quite there since the goal in modern planning is to encourage more dense development

Commissioner Smith lost connection at 7:00 p.m. He re-joined the meeting at 7:04 p.m. He was provided the motion currently on the floor for discussion.

Continued discussion ensued by the Commission and Staff with the following points:

- Maximum height in the district is 35 feet and a CUP can be applied for to build up to 65 feet and limiting the area to north of Fairview Avenue does preclude the ability to build a tall building due to the limited suitable property to construct a tall building
- Review of reducing the conditional uses in the district to reduce the need for a CUP
- Strike lines 118 and 119 from the ordinance and keep the building height at 35 feet
- Limiting the area for constructing tall buildings defeats the original purpose to create the district to encourage development
- Clarification on the property currently available for construction of tall buildings north of Fairview

VOTE. (Amendment). YES. HIGHLAND, DAVIS

NO. SMITH, VENUTI, BENTZ, BARNWELL, PETSKA-RUBALCAVA

Motion failed.

BENTZ/SMITH MOVED TO FORWARD THE DRAFT ORDINANCE AS AMENDED TO PUBLIC HEARING.

Brief statement clarifying the amendment to the ordinance was made by Commissioner Bentz.

VOTE. (Main)YES. HIGHLAND, BENTZ, BARNWELL, DAVIS, SMITH, VENUTI, PETSKA- RUBALCAVA

Motion carried.



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Staff Report PL 20-60

TO: Homer Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Deputy City Planner
DATE: September 2, 2020
SUBJECT: Draft ordinance creating the Medical District

Requested Action: Conduct a public hearing and forward a recommendation to the City Council.

Timeline

- June 17, 2020 PC meeting, a motion passed to recommend approval of the draft ordinance to the City Council. Notice of reconsideration was issued shortly thereafter.
- At the July 15, 2020 meeting the Planning Commission voted to reconsider the motion. Discussion topics and public comment included building height, the purpose statement of the district, tall tower height, and allowing heliports by conditional use permit.
- At the August 5, 2020 meeting, the Commission discussed the above issues. The only item that was amended by motion was a portion of the purpose statement. The ordinance was moved to a new public hearing.

New Public Hearing -9/2/2020

A portion of the purpose statement of the district has been amended. This is a fairly minor amendment, but this change does trigger a new public hearing. This hearing has been advertised in the local newspaper, and a courtesy copy mailed to area land owners.

The staff analysis per HCC 21.94.040 and 21.95.050 from the June 17th meeting is still relevant and the staff findings remain unchanged.

Staff Recommendation

Conduct a public hearing and forward a recommendation to the City Council.

Attachments

1. Revised draft ordinance
2. Public Notice

Please see 8/5/2020 packets for all other staff reports and public comments.

**CITY OF HOMER
HOMER, ALASKA**

Planning Commission

ORDINANCE 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE TO CREATE HOMER CITY CODE 21.17, MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.58.030, PERMISSION FOR COMMUNICATIONS TOWERS, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.60.060, SIGNS ON PRIVATE PROPERTY, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.10.020, ZONING DISTRICTS, TO INLCUDE THE MEDICAL DISTRICT; AND AMENDING THE HOMER CITY ZONING MAP TO REZONE A PORTION OF THE RESIDENTIAL OFFICE (RO) ZONING DISTRICT TO MEDICAL (M) ZONING DISTRICT.

Whereas, The 2018 Homer Comprehensive Plan Goal 1 Objective B states that the zoning map be updated to support the desired pattern of growth; and

Whereas, The Comprehensive Plan Land Use Recommendations Map designated an area for consideration of a Medical District; and

Whereas, The Homer Planning Commission has worked with area residents and business owners to identify desirable characteristics and appropriate performance standards as suggested in the Homer Comprehensive Plan; and

Whereas, The Homer Planning Commission held a neighborhood meeting on February 19, 2020 and held a public hearing on June 17, 2020, as required by HCC 21.95.060(C); and

WHEREAS, The Homer Planning Commission determined there is a public need and justification for the rezone; and

WHEREAS, The Homer Planning Commission determined the rezone would not have a negative effect on the public health, safety and welfare; and

WHEREAS, The Homer Planning Commission considered the effect of the change on the district and surrounding properties; and

WHEREAS, The Homer Planning Commission determined that the rezone was in compliance with the Homer Comprehensive Plan.

NOW THEREFORE, THE CITY OF HOMER ORDAINS:

34

35 Section 1. Homer City Code 21.17 is hereby enacted as follows:

36

Chapter 21.17

37

M MEDICAL DISTRICT

38 Sections:

- 39 21.17.010 Purpose.
- 40 21.17.020 Permitted uses and structures.
- 41 21.17.030 Conditional uses and structures.
- 42 21.17.040 Dimensional requirements.
- 43 21.17.050 Site and access.
- 44 21.17.060 Traffic requirements.
- 45 21.17.070 Site development standards.
- 46 21.17.080 Nuisance standards.
- 47 21.17.090 Lighting standards.

48 **21.17.010 Purpose.**

49 The purpose of the Medical District is to provide an area near the hospital to support medical
50 facilities and other professional office and limited commercial uses. The district is meant to
51 accommodate a mixture of residential and nonresidential uses. Pedestrian-friendly designs
52 and amenities are encouraged.

53 **21.17.020 Permitted uses and structures.**

54 The following uses are permitted outright in the Medical District:

- 55 a. Single-family and duplex dwelling, excluding mobile homes;
- 56 b. Multiple-family dwelling, provided the structure conforms to HCC 21.14.040(a)(2) and
57 excluding mobile homes;
- 58 c. Public parks and playgrounds;
- 59 d. Rooming house, bed and breakfast;
- 60 e. Townhouses (compliant w 21.53.010 (g) and (h));
- 61 f. Home occupations; provided they conform to the requirements of HCC 21.51.010;
- 62 g. Professional offices and general business offices;

- 63 h. Clinics;
- 64 i. Day care facilities;
- 65 j. Day care homes;
- 66 k. Personal services;
- 67 l. Museums, libraries and similar institutions;
- 68 m. Nursing facilities, convalescent homes, homes for the aged, assisted living homes;
- 69 n. Religious, cultural and fraternal assembly;
- 70 o. Storage of the occupant's personal commercial fishing gear in a safe and orderly manner
71 and separated by at least five feet from any property line as an accessory use incidental to a
72 permitted or conditionally permitted principal use;
- 73 p. Private exterior storage of the occupant's personal noncommercial equipment, including
74 noncommercial trucks, boats, campers, and not more than one recreational vehicle in a safe
75 and orderly manner and separated by at least five feet from any property line as an accessory
76 use incidental to a permitted or conditionally permitted principal use;
- 77 q. Other customary accessory uses to any of the permitted uses listed in the Medical District;
78 provided, that no separate permit shall be issued for the construction of any detached
79 accessory building prior to that of the main building;
- 80 r. The outdoor harboring or keeping of dogs, small animals and fowl as an accessory use in a
81 manner consistent with the requirements of the Homer City Code and as long as such
82 animals are kept as pets and their numbers are such as not to unreasonably annoy or disturb
83 occupants of neighboring property;
- 84 s. Recreational vehicles, subject to the standards set out in HCC 21.54.320;
- 85 t. As an accessory use, one small wind energy system per lot having a rated capacity not
86 exceeding 10 kilowatts;
- 87 u. Mobile food services;
- 88 v. Retail as an accessory use to a permitted principle use;
- 89 w. Sale of durable and non-durable medical supplies and equipment;
- 90 x. More than one building containing a permitted principal use on a lot;
- 91 y. Parking lots.

92 **21.17.030 Conditional uses and structures.**

93 The following uses may be permitted in the Medical District when authorized by conditional
 94 use permit issued in accordance with Chapter 21.71 HCC:

- 95 a. Planned unit developments, excluding all industrial uses;
- 96 b. Public or private schools;
- 97 c. Hospitals;
- 98 d. Public utility facilities and structures;
- 99 e. Mortuaries;
- 100 f. Group care homes;
- 101 g. Helipads, but only as an accessory use incidental to a hospital conditional use;
- 102 h. One small wind energy system having a rated capacity exceeding 10 kilowatts; provided,
 103 that it is the only wind energy system of any capacity on the lot;
- 104 i. Other uses approved pursuant to HCC 21.04.020;
- 105 j. Parking garage.

106 **21.17.040 Dimensional requirements.**

107 The following dimensional requirements shall apply to all structures and uses in the Medical
 108 District:

- 109 a. The minimum lot size is 7,500 square feet.
- 110 b. Building Setbacks.
 - 111 1. Buildings shall be set back 20 feet from all dedicated rights-of-way.
 - 112 2. All buildings shall be set back from all other lot boundary lines according to the
 113 number of stories as follows:

Number of Stories	Setback (in feet)
1 story	5 feet
1 1/2 stories	6 feet
2 stories	7 feet
2 1/2 stories	8 feet

114 c. Building Height.

115 1. The maximum building height is 35 feet, except as provided in subsection (c)(2) of
116 this section.

117 2. If approved by conditional use permit, the maximum building height for multifamily
118 residential and commercial buildings 65 feet.

119 d. No lot shall contain more than 8,000 square feet of building area (all buildings combined),
120 nor shall any lot contain building area in excess of 30 percent of the lot area, without an
121 approved conditional use permit.

122 **21.17.050 Site and access.**

123 a. A zoning permit for any nonresidential use or structure shall not be issued by the City
124 without an approved site plan and an approved level two right-of-way access plan that
125 conform to the standards of Chapter 21.73 HCC.

126 b. All access points to rights-of-way shall conform to the standards of a level two right-of-way
127 access plan stated in Chapter 21.73 HCC. This applies to all uses and structures.

128 **21.17.060 Traffic requirements.**

129 A conditional use permit is required for every use that:

130 a. Is estimated to generate more than 100 vehicle trips during any hour of the day calculated
131 utilizing the Trip Generation Handbook, Institute of Transportation Engineers, 9th Edition;

132 b. Is estimated to generate more than 500 vehicle trips per day calculated utilizing the Trip
133 Generation Handbook, Institute of Transportation Engineers, 9th Edition;

134 c. Is estimated to generate an increase in the traffic to more than 100 vehicle trips during any
135 hour of the day due to a change in land use or intensity of use; or

136 d. Is expected to generate traffic that will detract from the safety of, or degrade by one level
137 of service, the highway, road, street, alley or intersection.

138 **21.17.070 Site development standards.**

139 a. All single-family and duplex residential development in the Medical District shall comply
140 with the level one site development standards contained in HCC 21.50.020.

141 b. All residential development of three units or more and all nonresidential development on
142 lands in this district shall conform to the level two site development standards set forth in
143 HCC 21.50.030 subsections (a) through (e), and HCC 21.50.030(f)(1)(a) and HCC 21.50.030(f)(2).
144 Parking lots with a minimum of 24 spaces or more shall provide a minimum of 10%
145 landscaped area in dividers, islands or buffers or any combination thereof, adjacent or within
146 the parking area.

147 c. New non-residential construction shall be screened from existing single family or duplex
148 dwellings by a continuous fence or landscaping so as to obscure the view of the parking lot
149 and loading areas from the adjacent dwelling.

150 **21.17.080 Nuisance standards.**

151 The nuisance standards of HCC 21.59.010 apply to all development, uses, and structures in
 152 this zoning district.

153 **21.17.090 Lighting standards.**

154 The level one lighting standards of HCC 21.59.030 apply to all development, uses, and
 155 structures in this zoning district.

156

157 Section 2. Homer City Code 21.21.58.030 Permission for communications towers is hereby
 158 amended as follows:

159 a. Except as provided in subsection (b) of this section, a communications tower is permitted
 160 as a principal or accessory use or structure in each zoning district.

161 b. A communications tower that exceeds the following maximum height for the zoning
 162 district in which the communications tower is located is permitted only when authorized by
 163 conditional use permit issued in accordance with Chapter 21.71 HCC.

District	Maximum Height (feet)
CBD	60
TC	60
GBD	60
GC1	120
RO	85
MD	85
UR	60
RR	85
CONS	60
GC2	120
EEMU	120
MI	120

District	Maximum Height (feet)
MC	120
OSR	60
BCWPD	120

164

165 Section 3. Homer City Code 21.60.060 Signs on private property is hereby amended as
 166 follows:

167

168 a. Signs shall be allowed on private property in the City only in accordance with Table 1. If the
 169 letter “A” appears for a sign type in a column, such sign type is allowed without prior permit
 170 approval in the zoning district represented by that column. If the letter “P” appears for a sign
 171 type in a column, such sign type is allowed only with prior permit approval in the zoning
 172 district represented by that column. Special conditions may apply in some cases. If the letter
 173 “N” appears for a sign type in a column, such sign type is not allowed in the zoning district
 174 represented by that column under any circumstances. If the letters “PH” appear for a sign
 175 type in a column, such sign type is allowed in the zoning district represented by that column
 176 only with prior approval by the Commission after a public hearing.

177 b. Although permitted under subsection (a) of this section, a sign designated by an “A” or “P”
 178 in Table 1 shall be allowed only if:

179 1. The sum of the area of all building and freestanding signs on the lot does not exceed
 180 the maximum permitted sign area for the zoning district in which the lot is located as
 181 specified in Table 2; and

182 2. The characteristics of the sign conform to the limitations of Table 3, Permitted Sign
 183 Characteristics by Zoning District, and with any additional limitations on characteristics
 184 listed in Table 1 or Table 2.

185 c. A sign type that is not listed on the following tables is prohibited.

Key to Tables 1 through 3			
RR	Rural Residential	GBD	Gateway Business District
UR	Urban Residential	GC1	General Commercial 1
RO	Residential Office	GC2	General Commercial 2
INS	Institutional Uses Permitted in	EEMU	East End Mixed Use
		MC	Marine Commercial

Key to Tables 1 through 3			
	Residential Zoning Districts (a)		
CBD	Central Business District	MI	Marine Industrial
TC	Town Center District	OSR	Open Space Recreation
M	Medical District	PS	Public Sign Uses Permit
A = Allowed without sign permit			
P = Allowed only with sign permit			
N = Not allowed			
PH = Allowed only upon approval by the Planning Commission after a public hearing.			
For parenthetical references, e.g., “(a),” see notes following graphical portion of table.			

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Table 1

Sign Type	RR	UR	RO	INS (a)	M	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS
Freestanding															
Residential (b)	A	A	A	A	A	A	A	A	N	N	N	N	N	A	PH
Other (b)	N	N	N	P	P	P	P	P (i)	A	A	A	P	P	N	PH
Incidental (c)	N	N	A (d)	A (d)	A	A	A	A	A	A	A	A	A	N	N
Parking Lot Identification					A	A	A	A	A	A	A	A	A		
Building															
Banner	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Building Marker (e)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	N
Identification (d)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	N
Incidental (c)	N	N	A	A	A	A	A	A	A	A	A	A	A	N	N

Sign Type	RR	UR	RO	INS (a)	M	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS
			(f)												
Marquee	N	N	N	N	P	P	P	P	P	P	P	P	P	N	N
Projecting	N	N	N	N	P	P	P	P	P	P	P	P	P	N	N
Residential (b)	A	A	A	N	A	A	A	A	N	N	N	N	N	A	N
Roof, Integral	N	N	N	P	P	P	P	P	P	P	P	P	P	N	N
Suspended	N	N	N	P	P	P	P	P	P	P	P	P	P	N	N
Temporary (g)	P	P	P	N	P		P	P	P	P	P	P	P	N	N
Wall	A	A	A	A	P	P	P	P	P	P	P	P	P	A	A
Window	N	N	A	N	P	P	P	P	P	P	P	P	P	N	N
Miscellaneous															
Flag (h)	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A

189

190 Notes to Table 1:

- 191 a. This column does not represent a zoning district. It applies to institutional uses
- 192 permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is
- 193 defined as an established organization or corporation of a public, nonprofit, or public
- 194 safety/benefit nature, i.e., schools, churches, and hospitals.
- 195 b. No commercial message allowed on sign, except for a commercial message drawing
- 196 attention to goods or services legally offered on the lot.
- 197 c. No commercial message of any kind allowed on sign if such message is legible from any
- 198 location off the lot on which the sign is located.
- 199 d. Only address and name of occupant allowed on sign.
- 200 e. May include only building name, date of construction, or historical data on historic site;
- 201 must be cut or etched into masonry, bronze, or similar material.
- 202 f. No commercial message of any kind allowed on sign.
- 203 g. The conditions of HCC 21.60.130 apply.
- 204 h. Flags of the United States, the State, the City, foreign nations having diplomatic
- 205 relations with the United States and any other flag adopted or sanctioned by an elected
- 206 legislative body of competent jurisdiction. These flags must be flown in accordance with
- 207 protocol established by the Congress of the United States for the Stars and Stripes. Any flag
- 208 not meeting any one or more of these conditions shall be considered a banner sign and shall
- 209 be subject to regulations as such.
- 210 i. The main entrance to a development in GBD may include one ground sign announcing
- 211 the name of the development. Such sign shall consist of natural materials. Around the sign
- 212 grass, flowers and shrubs shall be placed to provide color and visual interest. The sign must
- 213 comply with applicable sign code requirements.

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Table 2. Maximum Total Sign Area Per Lot by Zoning District

Table 2 Part A

The maximum combined total area of all signs, in square feet, except incidental, building marker, and flags (b), shall not exceed the following according to district:

RR	UR	RO	RO (e)	INS (a)	OSR	PS (d)	M
4	4	6	50	20	4	32	50

Table 2 Part B

In all other districts not described in Table 2 Part A, the maximum combined total area of all signs, in square feet, except incidental, building marker and flags, shall not exceed the following:

Square feet of wall frontage (c):	Maximum allowed sign area per principal building:
750 s.f. and over	150 s.f.
650 to 749	130 s.f.
550 to 649	110 s.f.
450 to 549	90 s.f.
350 to 449	70 s.f.
200 to 349	50 s.f.
0 to 199	30 s.f.

- 217 1. In all districts covered by Table 2 Part B, on any lot with multiple principal buildings or
218 with multiple independent businesses or occupancies in one or more buildings, the
219 total allowed sign area may be increased beyond the maximum allowed signage as
220 shown in Table 2 Part B, by 20%. This additional sign area can only be used to promote
221 or identify the building or complex of buildings.
- 222 2. In all districts covered by Table 2 Part B, freestanding Parking Lot Identification signs
223 are excluded from calculation as sign area, and are allowed in addition to the
224 freestanding sign per limitation stated in Table 2 Part B(4). One directional parking lot

225 identification sign may be erected without a sign permit if restricted to identifying a
226 parking lot with its owner, operator, or name of the business providing the lot. The sign
227 may include the logo, corporate colors or name of the business but no advertising other
228 than the name of the business shall be included. The total sign area shall not exceed six
229 square feet and shall not exceed a sign height of six feet.

230 3. In all districts covered by Table 2 Part B, special conditions for additional signage
231 allowance above 150 square feet per building. An allowance for additional signage may
232 be granted by the City Planner for either section (a) or section (b) below.

233

234 a. Multiple-Tenant Buildings which adjoin and have which have more than one
235 entrance for clients that access more than one improved street.

236 1. Secondary and tertiary entrances must be commonly used by clients and
237 must access the interior of the building and conversely the entrance must
238 access a parking lot, sidewalk or constructed public road. These entrances
239 are approved at the sole direction of the planning department. Alleys,
240 stairways to upper levels, emergency exits may not apply at the discretion
241 of the Planning Director.

242 2. Additional signage is allowed based $\frac{1}{2}$ the allowance on Table 2 part B to
243 existing for each secondary or tertiary street wall frontage. Signage must be
244 placed on the wall face of the building the allowance was based on.

245 b. Additional sign allowance for multitenant split level buildings and buildings two or
246 more businesses deep:

247 1. In a building that has one frontage, which is the only frontage that has access
248 to a public street, and is split level or is more than one business in depth.

249 2. Additional signage is allowed based on $\frac{1}{2}$ the allowance of Table 2 Part B.

250

251 4. In all districts covered by Table 2 Part B, freestanding signs, when otherwise allowed,
252 shall not exceed the following limitations:

253 a. Only one freestanding sign is allowed per lot, except one freestanding public
254 sign may be additionally allowed. A freestanding sign may not exceed 10 feet in
255 height.

- 256 b. The sign area on a freestanding sign (excluding a public sign) shall be included
 257 in the calculation of maximum allowed sign area per lot and shall not exceed the
 258 following:
- 259 i. One business or occupancy in one building – 36 sq ft
- 260 ii. Two independent businesses or occupancies or principal buildings in any
 261 combination – 54 sq ft
- 262 iii. Three independent businesses or occupancies or principal buildings in any
 263 combination – 63 sq ft
- 264 iv. Four or more independent businesses or occupancies or principal buildings in
 265 any combination – 72 sq ft

266 Notes to Table 2, Parts A and B

- 267 a. The INS column does not represent a zoning district. It applies to institutional uses
 268 permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is
 269 defined as an established organization or corporation of a public, nonprofit, or public safety
 270 or benefit nature, e.g., schools churches, and hospitals.
- 271 b. Flags of the United States, the State, the City, foreign nations having diplomatic
 272 relations with the United States, and any other flag adopted or sanctioned by an elected
 273 legislative body of competent jurisdiction. These flags must be flown in accordance with
 274 protocol established by the Congress of the United States for the Stars and Stripes. Any flag
 275 not meeting any one or more of these conditions shall be considered a banner sign and shall
 276 be subject to regulation as such.
- 277 c. Square feet of wall frontage is defined as total square footage of wall surface, under the
 278 roof, that faces the major access or right-of-way of the business. In the case of a business
 279 located on a corner lot, square footage of wall frontage is the total square footage of wall
 280 surface, under the roof, on the side of the business with the most square footage.
- 281 d. The PS column does not represent a zoning district. It applies to public signs permitted
 282 under the zoning code, in all zoning districts.
- 283 e. This RO column applies only to lots in that portion of the RO district that abuts East
 284 End Road, **Bartlett Street**, Hohe Street, and Pennock Street. Within this area, there is
 285 allowed a maximum of 50 square feet total area of all signs (including the ground sign
 286 referred to below), except incidental, building marker, and flags (see note (b) above). One
 287 ground sign, with a maximum total area of 16 square feet, will be permitted per lot. Each
 288 ground sign shall not exceed six feet in height, measured from the base to the highest portion
 289 of any part of the sign or supporting structure.
- 290 f. **In the Medical District, only one freestanding sign is allowed per lot, except one**
 291 **freestanding public sign may be additionally allowed. A freestanding sign may not**
 292 **exceed 10 feet in height or 36 square feet in area.**
- 293

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Table 3. Permitted Sign Characteristics by Zoning District

Sign Type	RR	UR	RO	INS (a)	M	CBD	TC	GBD	GC1	GC2	EEMU	MC	MI	OSR	PS (e)
Animated (b)	N	N	N	N	N	P	P	N	P	N	P	P	N	N	N
Changeable Copy (c)	N	N	N	P	P	P	P	P	P	P	P	P	P	N	PH
Illumination Internal	N	N	N	P	P	P	P	P	P	P	P	P	P	N	N
Illumination External	N	N	N	P	P	P	P	P	P	P	P	P	P	N	PH
Neon (d)	N	N	N	N	N	P	P	N	P	P	P	P	P	N	N

296

297 Notes to Table 3:

- 298 a. The INS column does not represent a zoning district. It applies to institutional uses
- 299 permitted under the zoning code, in the RR, UR and RO zoning districts. Institutional is
- 300 defined as an established organization or corporation of a public, nonprofit, or public
- 301 safety/benefit nature, i.e., schools, churches, and hospitals.
- 302 b. Animated signs may not be neon or change colors or exceed three square feet in area.
- 303 c. Changeable copy signs must be wall- or pole-mounted, and may not be flashing.
- 304 d. Neon signs may not be flashing and may not exceed 32 square feet.
- 305 e. The PS column does not represent a zoning district. It applies to public signs permitted
- 306 under the zoning code, in all zoning districts.

307

308

309 Section 4. HCC 21.10.020 Zoning District is hereby amended as follows:

310 a. The City is divided into zoning districts. Within each zoning district only uses and structures

311 authorized by this title are allowed.

312

313 b. The following zoning districts are hereby established:

Zone	Abbreviated Designation
Residential Office	RO

Zone	Abbreviated Designation
Rural Residential	RR
Urban Residential	UR
Central Business District	CBD
Town Center District	TCD
Gateway Business District	GBD
General Commercial 1	GC1
General Commercial 2	GC2
East End Mixed Use	EEMU
Marine Commercial	MC
Marine Industrial	MI
Medical	M
Open Space – Recreational	OSR
Conservation District	CO

314 c. The zoning district boundaries shall be as shown on the official Homer zoning map. [Ord.
 315 12-10 § 2, 2012; Ord. 08-29, 2008].

316

317 Section 5. The Homer Zoning Map is amended to transfer the parcels listed on the attached
 318 Exhibit A from RO zoning district to the M zoning district as shown on the attached Exhibit B.

319

320 Section 6. The City Planner is authorized to note on the Homer Zoning Map the amendments
 321 enacted by this ordinance as required by Homer City Code 21.10.030(b).

322

323 Section 7. Sections 1-4 of this Ordinance are of a permanent nature and general character and
 324 shall be included in the City Code. Section 5 is a non-Code ordinance of a permanent nature
 325 and shall be noted in the ordinance history of Homer City Code 21.10.030.

326

327 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this XX day of XXX, 2020.

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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form.

City Manager

Michael Gatti, City Attorney

Date: _____

Date: _____

Exhibit A

Parcel ID	Legal Description
17505303	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 3 BLK 7
17505306	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 6 BLK 7
17505307	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 7 BLK 7
17505610	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 10 BLK 6
17505612	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2005061 FAIRVIEW SUB FLYUM ADDN LOT 2A BLK 6
17505614	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2010027 FAIRVIEW SUB NO 16 2010 REPLAT LOT 6-A2 BLOCK 6
17506106	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 6 BLK 10
17506205	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 5
17506504	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 10 BLK 4
17505304	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 4 BLK 7
17505305	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 5 BLK 7
17506102	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 2 BLK 10
17506103	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 3 BLK 10
17506105	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 5 BLK 10
17506402	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 15 BLK 4
17506403	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 14 BLK 4
17506505	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 9 BLK 4
17506512	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 2 BLK 4
17506513	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 4
17513307	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 29-A
17513311	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 26-A1
17513323	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 7-A
17513324	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 8-A
17513329	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 12-A
17513347	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2009018 BUNNELL'S SUB NO 22 LOT 22-A2
17506508	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 6 BLK 4
17506516	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB THE WEST 18 FT 7 IN OF LOT 7 & ALL OF LOT 8 BLK 4
17513223	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 45 THE EAST PORTION THEREOF
17513225	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0780044 BUNNELL'S SUB REPLAT LOTS 27 & 28 LOT 27B
17513226	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0780044 BUNNELL'S SUB REPLAT LOTS 27 & 28 LOT 28B
17513313	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 24-A1
17513314	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 23-A1
17513319	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 3-A-1

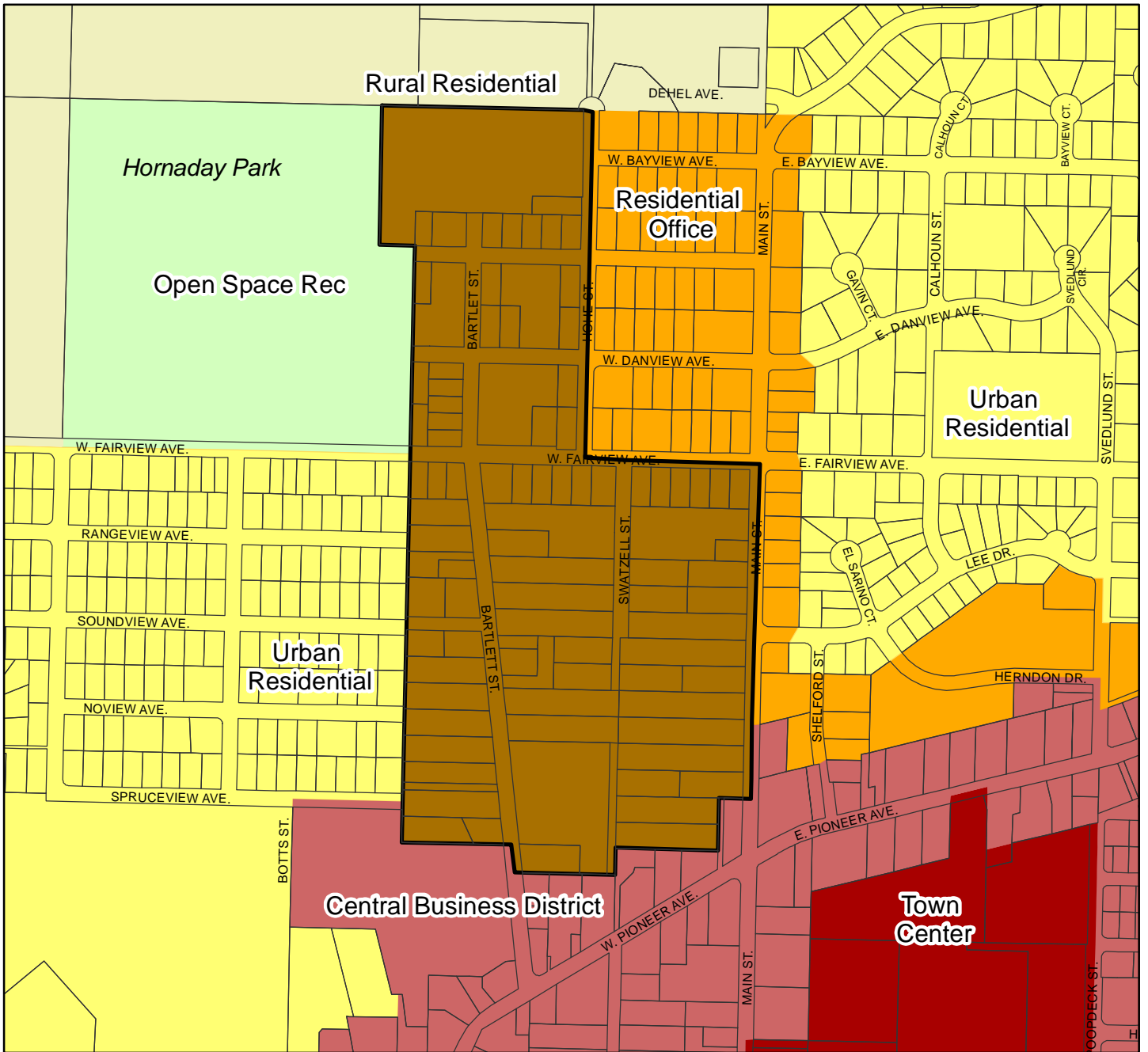
Exhibit A

Parcel ID	Legal Description
17513321	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 5-A-1
17513339	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0970075 BUNNELLS SUB MASTOLIER ADDN LOT 6-A-2
17513342	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2006065 BUNNELL'S SUB FORTIN REPLAT LOT 27-C1
17513348	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2013010 BUNNELL'S SUB NO 23 LOT A-1
17514222	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 50
17514223	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 51
17504024	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2008092 SOUTH PENINSULA HOSPITAL SUB 2008 ADDN TRACT A2
17505205	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2009043 FAIRVIEW SUB HALPIN ADDN LOT 2A BLK 8
17505509	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2004101 FAIRVIEW SUB 2003 ADDN LOT 1-A BLK 9
17505601	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 5 BLK 6
17505613	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2010027 FARIVIEW SUB NO 16 2010 REPLAT LOT 6-A1 BLOCK 6
17506104	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 4 BLK 10
17506107	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 7 BLK 10
17506212	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0850028 FAIRVIEW SUB NO 11 LOT 2-A BLK 5
17506401	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 16 BLK 4
17506510	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 4 BLK 4
17506511	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 3 BLK 4
17513222	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 45 THE WEST PORTION THEREOF
17513312	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 25-A1
17513318	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 2-A
17513325	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 9-A
17513326	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 10-A
17513327	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 11-A
17513330	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 13-B
17513338	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0970075 BUNNELLS SUB MASTOLIER ADDN LOT 6-A-1
17514122	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB PTN OF LT 13 BEGINNING @SW CORNER OF LOT; TH N100 FT; TH E230 FT TO CTR OF STREAM BED BISECTING LOT; TH SE TO POINT WHERE STREAM CTR INTERSECTS SOUTH LINE OF LOT; TH W 283 FT TO POB
17531003	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 41-B
17531005	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 43-A
17531007	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 41-A
17531021	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0790131 HARBOR RIDGE SUB LOT 5 EXCLUDING SLOPE EASEMENT
17513217	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 44








Exhibit A

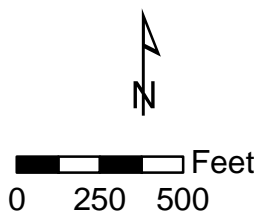
Parcel ID	Legal Description
17505202	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 4 BLK 8
17505302	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 7
17505501	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 6 BLK 9
17505605	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 6
17506101	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 BLK 10
17506210	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 10 BLK 5
17506211	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0850028 FAIRVIEW SUB NO 11 LOT 9-A BLK 5
17506502	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 12 BLK 4
17506503	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 11 BLK 4
17506509	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 5 BLK 4
17513219	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 46
17513220	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 47
17513221	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 48 EXCLUDING SLOPE ESMT
17513306	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 30-A
17513316	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 13-C
17513317	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 1-A
17513320	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 3-B-1
17513328	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 11-B
17513343	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2006065 BUNNELL'S SUB FORTIN REPLAT LOT 27-C2
17513344	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2006065 BUNNELL'S SUB FORTIN REPLAT LOT 27-C3
17513349	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2013010 BUNNELL'S SUB NO 23 LOT A-2
17514220	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 49 THE EAST PTN THEREOF EXCL SLOPE EASEMENT
17514221	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000258 BUNNELLS SUB LOT 49 THE WEST PTN THEREOF
17513114	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0780121 BUNNELLS REPLAT LOT 4 & N1/2 LOT 5 LOT 4-A
17531004	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 42-B
17531006	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0830122 FAIRNELL SUB AMD LOT 42-A
17531024	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0840094 HARBOR RIDGE SUB NO 2 LOT 1-A

Exhibit B



Legend Zoning Districts

-  Central Business District
-  Town Center
-  Rural Residential
-  Urban Residential
-  Residential Office
-  Open Space Rec
-  Medical District



333



City of Homer
Planning and Zoning Department

5/20/2020

Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.

PUBLIC HEARING NOTICE

Public notice is hereby given that the City of Homer will hold a public hearing by the Homer Planning Commission on Wednesday, September 2nd, 2020 at 6:30 p.m. via a virtual meeting webinar, on the following matter:

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE TO CREATE HOMER CITY CODE 21.17, MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.58.030, PERMISSION FOR COMMUNICATIONS TOWERS, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.60.060, SIGNS ON PRIVATE PROPERTY, ADDING THE MEDICAL ZONING DISTRICT; AMENDING HOMER CITY CODE 21.10.020, ZONING DISTRICTS, TO INLCUDE THE MEDICAL DISTRICT; AND AMENDING THE HOMER CITY ZONING MAP TO REZONE A PORTION OF THE RESIDENTIAL OFFICE (RO) ZONING DISTRICT TO MEDICAL (M) ZONING DISTRICT.

The Planning Commission held a public hearing on this ordinance in June. Over the summer, the Commission continued to discuss the ordinance and made one additional change in the purpose statement of the district. A public hearing is being held on the ordinance and then it will be forwarded to the City Council for final action.

Anyone wishing to view the complete ordinance, attend or participate in the virtual meeting may do so by visiting the Planning Commission Regular Meeting page on the City’s online calendar at <https://www.cityofhomer-ak.gov/calendar>. The meeting information and packet materials will be available by 5pm on the Friday before the meeting.

Visit the link above or call the City Clerk’s Office to learn how to provide verbal testimony during the meeting via telephone or the Zoom online platform. Written comments can be emailed to planning@ci.homer.ak.us or mailed to Homer City Hall, 491 E. Pioneer Ave., Homer, AK, 99603. They may also be placed in the Homer City Hall drop box at any time. Comments must be received by 4pm on the day of the meeting.

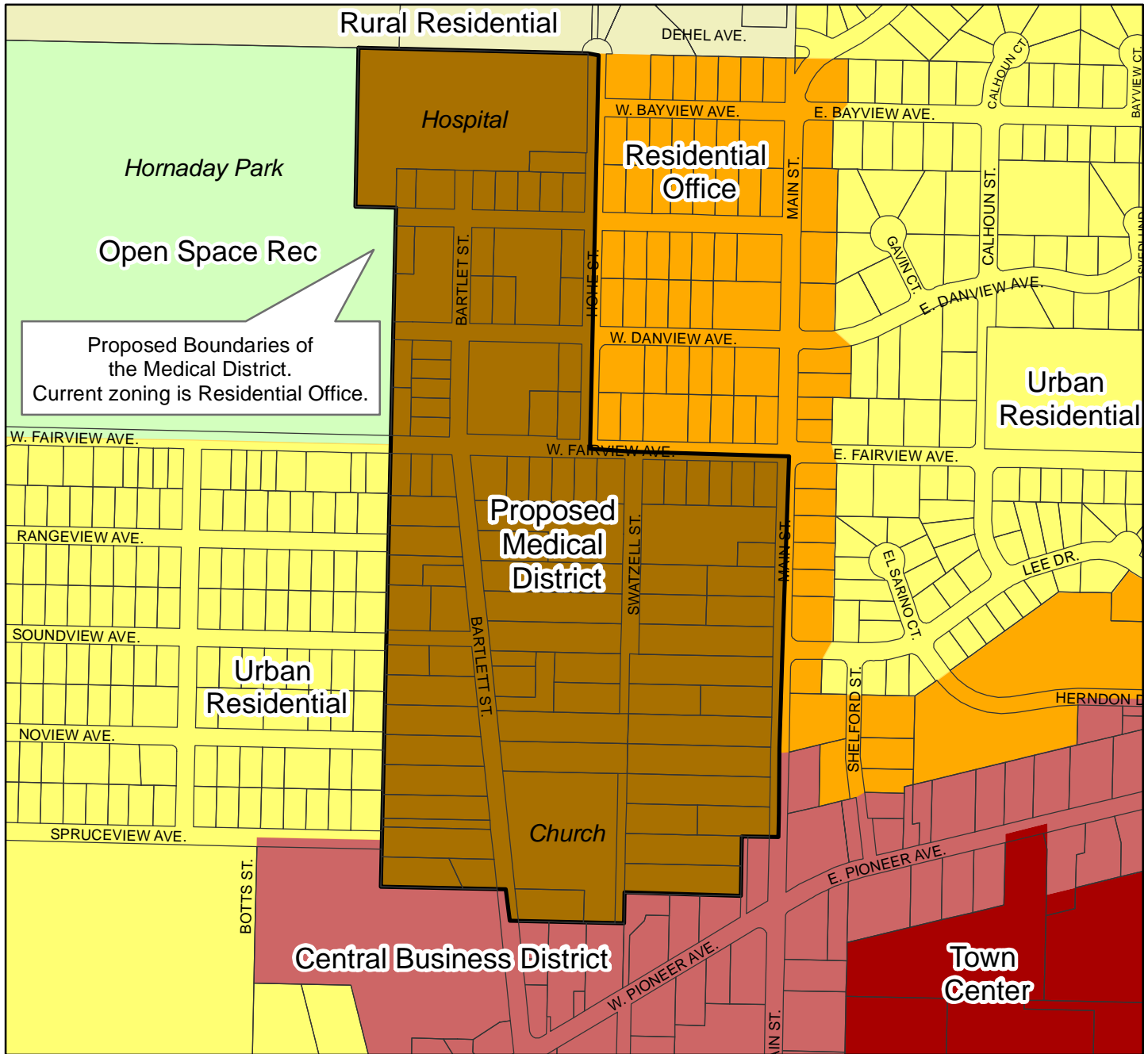
If you have questions or would like additional information about the proposal, please contact Travis Brown with the Planning and Zoning Office at 235-3106. If you have questions about how to participate in the virtual meeting, please contact Renee Krause with the City Clerk’s Office at 235-3130.

NOTICE TO BE SENT TO PROPERTY OWNERS WITHIN 300 FEET OF THE PROPOSED MEDICAL DISTRICT BOUNDARIES & PROPERTIES WITHIN 300 FEET OF MAIN STREET

.....

MAP OF PROPOSED MEDICAL DISTRICT BOUNDARIES AND CURRENT ZONING ON REVERSE

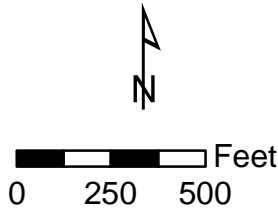
Proposed Medical District Boundaries and Current Zoning



Proposed Boundaries of the Medical District. Current zoning is Residential Office.

Legend

- Current Zones**
- Central Business District
 - Town Center
 - Rural Residential
 - Urban Residential
 - Residential Office
 - Open Space Rec
 - Medical District Boundary (up for public hearing)



City of Homer
Planning and Zoning Department

6/3/20

Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-60

An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating \$2,251,058.85 in Coronavirus Relief Funds from the Kenai Peninsula Borough to the City's Economic Relief Grant Programs and Authorizing the City Manager to Execute Agreements with the Kenai Peninsula Borough for Cooperative or Joint Administration of Functions or Powers through Subgranting Coronavirus Relief Funds.

Sponsor: City Manager

1. City Council Regular Meeting September 14, 2020 Introduction

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 20-60

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA ACCEPTING AND APPROPRIATING \$2,251,058.85 IN CORONAVIRUS RELIEF FUNDS FROM THE KENAI PENINSULA BOROUGH TO THE CITY'S ECONOMIC RELIEF GRANT PROGRAMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE KENAI PENINSULA BOROUGH FOR COOPERATIVE OR JOINT ADMINISTRATION OF FUNCTIONS OR POWERS THROUGH SUBGRANTING CORONAVIRUS RELIEF FUNDS.

WHEREAS, Through Resolution 20-074(A) the City of Homer is poised to receive Coronavirus Relief Funds (CRF) from the Kenai Peninsula Borough; and

WHEREAS, The City needs to provide the Borough with a specific budget and budget narrative regarding how the CRF will be allocated to address and respond to the pandemic in Homer; and

WHEREAS, A specific budget and budget narrative is required per the US Treasury reporting and record keeping guidance which states grants \geq \$50,000 must include reporting requirements that tracks eligible expenditures; and

WHEREAS, Through Resolution 20-057 and 20-071 the City established the Small Business Economic Relief Grant (SBERG) Program, Nonprofit Economic Relief Grant Program (NERG), Household Economic Relief Grant Program (HERG), Social Services Economic Relief Grant Program (SoSERG), and Childcare Business Economic Relief Grant Program (CBERG) in response to the economic downfall caused by measures taken to assure public safety in the face of the Covid-19 pandemic; and

WHEREAS, These economic relief grant (ERG) programs were established to assist critical parts of the Homer community; and

WHEREAS, All expenses associated with the ERG programs are necessary expenditures incurred due to the public health emergency with respect to the coronavirus disease 2019; were not accounted for in the budget most recently approved as of March 27, 2020 by the City; and were incurred during the performance period of March 1, 2020 through November 30, 2020; and

43 WHEREAS, AS 29.35.010(13) authorizes all municipalities to enter into agreements for
44 cooperative administration of any function or power with another municipality subject to
45 other provisions of law; and
46

47 WHEREAS, The cooperative agreements, which may be included in the subgrant
48 agreements with the cities, shall include a provision for the cooperative or joint administration
49 of powers between the borough and each city as necessary to subgrant some of the CRF
50 granted to the borough to assist in the response and recovery from the COVID-19 pandemic
51 emergency.
52

53 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
54

55 Section 1. The Homer City Council hereby accepts and appropriates \$2,251,058.85 in
56 Coronavirus Relief Funds from the Kenai Peninsula Borough, to be used as follows:
57

58 A) \$2,251,058.85 is appropriated to pay for expenses associated with the Small
59 Business Economic Relief Grant (SBERG) Program, Nonprofit Economic Relief Grant
60 Program (NERG), Household Economic Relief Grant Program (HERG), Social
61 Services Economic Relief Grant Program (SoSERG), and Childcare Business
62 Economic Relief Grant Program (CBERG).
63

64 Revenue:

<u>Description</u>	<u>Amount</u>
FY 2020 KPB CARES Relief Fund	\$2,251,058.85

69 Section 2. The Homer City Council hereby authorizes the City Manager to execute
70 agreements with the Kenai Peninsula Borough for cooperative or joint administration of
71 functions or powers through subgranting Coronavirus Relief Funds.
72

73 Section 3. This ordinance is a budget ordinance only, is not permanent in nature and
74 shall not be codified.
75

76 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____, 2020.
77

78 CITY OF HOMER
79
80
81

82 _____
83 KEN CASTNER, MAYOR
84

85 ATTEST:

86

87

88 _____

89 MELISSA JACOBSEN, MMC, CITY CLERK

90

91 YES:

92 NO:

93 ABSTAIN:

94 ABSENT:

95

96 First Reading:

97 Public Hearing:

98 Second Reading:

99 Effective Date:

100

101 Reviewed and approved as to form.

102

103 _____

104 Rob Dumouchel, City Manager

105

106 Date: _____

Michael Gatti, City Attorney

Date: _____



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Ms. Brenda Ahlberg

Community & Fiscal Projects Manager

Kenai Peninsula Borough

Submitted electronically: bahlberg@kpb.us

September 10, 2020

Ms. Ahlberg,

On August 13th, you contacted the City of Homer with the good news that the Borough Assembly approved funding allocations of Coronavirus Relief Funds (CRF) to Kenai Peninsula Cities through Resolution 2020-056. In order to issue this sub-recipient grant award to the City of Homer, you requested a letter detailing the budget and budget narrative for how the grant funds are to be used; I have included this information below.

Available Budget: \$2,251,058.85

Qualifying Expenses: Small Business Economic Relief Grant (SBERG) Program, Nonprofit Economic Relief Grant Program (NERG), Household Economic Relief Grant Program (HERG), Social Services Economic Relief Grant Program (SoSERG), and Childcare Business Economic Relief Grant Program (CBERG).

Narrative:

The City of Homer created the Small Business Economic Relief Grant (SBERG) Program, Nonprofit Economic Relief Grant Program (NERG), Household Economic Relief Grant Program (HERG), Social Services Economic Relief Grant Program (SoSERG), and Childcare Business Economic Relief Grant Program (CBERG) in response to the economic downfall caused by measures taken to assure public safety in the face of the Covid-19 pandemic. These economic relief grant (ERG) programs were established to assist critical parts of the Homer community. Under these programs, an applicant experiencing hardships as a result of COVID-19 is allowed to apply for up to a certain dollar amount and agrees they qualify for the funds when they submit their application. The City has hired temporary staff responsible for implementing the programs and ensuring compliance from grantees to follow the conditions associated with the grant funds. All expenses for these programs are tracked and reported out by the City's Finance Department.

Best regards,

Rob Dumouchel

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-61

An Ordinance of the City Council of Homer, Alaska Repealing Emergency Ordinance 20-58 and Amending the 2020 Capital Budget and Authorizing Expenditure of up to \$300,000 from the HART Road Fund to Design and Construct Remedial Solutions for the Horizon Court Landslide.

Sponsor: City Manager/Public Works Director.

1. City Council Regular Meeting September 14, 2020 Introduction
 - a. Memorandum 20-141 from Public Works Director as backup

1 **HOMER, ALASKA**

2 City Manager/
3 Public Works Director

4 **ORDINANCE 20-61**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 REPEALING EMERGENCY ORDINANCE 20-58 AND AMENDING THE
8 2020- CAPITAL BUDGET AND AUTHORIZING EXPENDITURE OF UP
9 TO \$300,000 FROM THE HART-ROAD FUND TO DESIGN AND
10 CONSTRUCT REMEDIAL SOLUTIONS FOR THE HORIZON COURT
11 LANDSLIDE.

12
13 WHEREAS, On August 24, 2020 the Homer City Council approved Emergency Ordinance
14 20-58, declaring the landside and potentially imminent road failure at Horizon Court
15 constitutes an emergency; and

16
17 WHEREAS, Pursuant to Homer City Code 1.08.040, emergency ordinances are effective
18 for 60 days; and

19
20 WHEREAS, Repealing Emergency Ordinance 20-58 and enacting Ordinance 20-61 allows
21 the City’s notice and public hearing and extends the project beyond 60 days; and

22
23 WHEREAS, Horizon Court is a road that was not built to City standards, but was
24 accepted for City maintenance as part of the statutory annexation process; and

25
26 WHEREAS, A portion of the road has sloughed off, creating a landslide into a water-
27 soaked ravine, thereby creating a hazard to the traveling public and putting the road at high
28 risk of complete failure resulting in a continuing emergency situation until the project
29 remediation can be completed; and

30
31 WHEREAS, The City will make emergency repairs to the road, these repairs are a short-
32 term solution, to keep the road from immediate failure, while a long term solution is
33 engineered and constructed; and

34
35 WHEREAS, The City needs to be positioned to take immediate action in the event the
36 earth continues to move and complete road failure occurs or when the engineered solution is
37 ready for implementation; and

38
39 WHEREAS, The City Council adopted Resolution 17-038, on April 24, 2017, amending the
40 Homer Accelerated Roads and Trails Program (HART) Policy Manual; and

41
42 WHEREAS, The HART Manual identify various criteria for projects that may be
43 considered for HART funding; and

44
45 WHEREAS, The criteria, which would be met by repairing Horizon Court, include
46 protecting “life, safety and traffic flow”.

47 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

48
49 Section 1. The Homer City Council of Homer, Alaska, hereby repeals Emergency
50 Ordinance 20-62 upon the effective date of this ordinance.

51
52 Section 2. The City Council directs the City Manager and staff to execute a short-term
53 solution, while a long term solution is designed and constructed.

54
55 Section 3. The City Council declares the landside and potentially imminent road failure
56 at Horizon Court constitutes a continuing emergency and authorizes the City Manager, per HCC
57 3.16.060, to execute exemptions to the procurement procedures set forth in Homer City Code
58 Chapter 3.16, to expedite the procurement of contracts necessary to remediate the continuing
59 emergency with short term and long term solutions.

60
61 Section 4. The City of Homer’s 2020 Capital Budget is hereby amended by appropriating
62 up to \$300,000 from the HART-Roads Fund for the Horizon Court Road Repair Project.

63

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	HART Roads	\$300,000

64
65
66

67 Section 5. This ordinance reaffirms the \$300,000 appropriation approved by Emergency
68 Ordinance 20-58. Any additional funding for this project must be appropriated by the City
69 Council.

70
71 Section 6. This is a budget amendment ordinance, is not permanent in nature, and shall
72 not be codified.

73
74 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____, 2020.

75
76 CITY OF HOMER

77
78
79 _____
KEN CASTNER, MAYOR

80 ATTEST:

81
82 _____
83 MELISSA JACOBSEN, MMC, CITY CLERK

84
85 YES:

86 NO:

87 ABSTAIN:

88 ABSENT:

89

90

91 Reviewed and approved as to form:

92

93 _____

94 Robert Dumouchel, City Manager

95

96 Date: _____

97

Michael Gatti, City Attorney

Date: _____



Memorandum 20-141

TO: City Council
THROUGH: Rob Dumouchel, City Manager
FROM: Janette Keiser, Director of Public Works
DATE: September 3, 2020
SUBJECT: Update on Horizon Court repair

- I. **Issue:** We need more time than the existing emergency declaration allows to implement a long-term solution to the mini-landslide at Horizon Court, which is putting a City-maintained road at risk.

- II. **Background:** At their August 24, 2020, meeting, the Homer City Council passed Emergency Ordinance 20-58, declaring the earth movement at Horizon Court to constitute an emergency, a designation that lasts 60 days. We are in the process of enacting short-term repairs to the road and have commissioned the design of long-term repairs, which will involve supporting the ravine with some kind of earth retaining structure. In all likelihood, we will not be able to enact the long-term repairs within the 60 days allowed under the existing emergency declaration.

In the event the situation deteriorates, we may need to take immediate action so local residents could continue to access their homes. An extension of the emergency declaration would allow us to deploy exemptions to the Homer Procurement Code, in exigent circumstances. We will not exercise such exemptions unless it became necessary.

III. Actions Recommended:

That the City Council pass an ordinance allowing for additional time to address repairs needed for the continuing emergency situation on Horizon Court.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 20-58

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, DECLARING THE LANDSLIDE ON HORIZON COURT TO CONSTITUTE AN EMERGENCY AND AMENDING THE 2020- CAPITAL BUDGET AND AUTHORIZING EXPENDITURE OF UP TO \$300,000 FROM THE HART-ROAD FUND TO DESIGN AND CONSTRUCT REMEDIAL SOLUTIONS.

WHEREAS, Horizon Court is a road that was not built to City standards, but was accepted for City maintenance as part of the statutory annexation process; and

WHEREAS, a portion of the road has sloughed off, creating a landslide into a water-soaked ravine, thereby creating a hazard to the traveling public and putting the road at high risk of complete failure; and

WHEREAS, the City will make emergency repairs to the road, these repairs are a short-term solution, to keep the road from immediate failure, while a long term solution is engineered and constructed; and

WHEREAS, the City needs to be positioned to take immediate action in the event the earth continues to move and complete road failure occurs or when the engineered solution is ready for implementation; and

WHEREAS, The City Council adopted Resolution 17-038, on April 24, 2017, amending the Homer Accelerated Roads and Trails Program (HART) Policy Manual; and

WHEREAS, The HART Manual identify various criteria for projects that may be considered for HART funding; and

WHEREAS, the criteria, which would be met by repairing Horizon Court, include protecting “life, safety and traffic flow”.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The City Council declares the landside and potentially imminent road failure at Horizon Court constitutes an emergency.

Section 2. The City Council directs the City Manager and staff to execute a short-term solution, while a long term solution is designed and constructed.

44 Section 3. The City Manager is authorized, per HCC 3.16.060, to execute exemptions to
45 the procurement procedures set forth in Homer City Code Chapter 3.16, to expedite the
46 procurement of contracts necessary to remediate the emergency, with short term and long
47 term solutions.

48
49 Section 4. The City of Homer's 2020 Capital Budget is hereby amended by appropriating
50 up to \$300,000 from the HART-Roads Fund for the Horizon Court Road Repair Project.

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	HART Roads	\$300,000

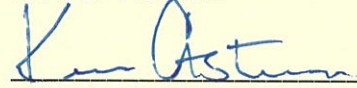
51
52
53
54
55 Section 5. This is a budget amendment ordinance, is not permanent in nature, and
56 shall not be codified.

57
58 Section 6. That no action taken herewith precludes the City Council from taking any
59 later action that may cause a local improvement district to be formed.

60
61 Section 7. This is an emergency ordinance of general character and will be effective for
62 60 days in accordance with HCC 1.08.040.


63
64 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 24 day of August, 2020.

65
66 CITY OF HOMER

67 

68
69 KEN CASTNER, MAYOR


70 ATTEST:

71 
72
73 MELISSA JACOBSEN, MMC, CITY CLERK

74
75 YES: 6
76 NO: 0
77 ABSTAIN: 0
78 ABSENT: 0



79
80 Reviewed and approved as to form:

81 
82
83 Robert Dumouchel, City Manager

84
85 Michael Gatti, City Attorney

86 Date: 28 AUG 20

87 Date: _____



Memorandum 20-127

TO: City Council
THROUGH: Rob Dumouchel, City Manager
FROM: Jan Keiser, PE, JD, Director of Public Works
DATE: August 20, 2020
SUBJECT: Request for Emergency Declaration Related to Horizon Court (road)

- I. **Issue:** A portion of the side slope of Horizon Court has failed, creating a small landslide into an adjacent ravine which is placing the road at imminent risk of substantial damage.. Public Works is currently responding to this emergency with short term remediation but the establishment of immediate permanent repairs are necessary -- --:Consequently the City Council hereby declares the following:
- a. That an emergency to repair Horizon Drive exists;
 - b. That the City Manager authorized to use HCC 3.16.060 Emergency Procurements and the provisions of the procurement manual contained titled Emergency Procurement Policy, to retain contractors to perform required repairs to Horizon Court.-
 - c. Funding from the HART-Roads Fund.

II. **Background:**

Horizon Court is located in outer edge of the northwest corner of the City Limits. (This road was part of the area that was annexed into the City some years ago. The road was accepted for City maintenance, though it was not built to City standards-.

The downhill side slope of Horizon Court has dramatically moved – a combination of geography, bad soils, percolating ground water and poor construction, causing a mini-landslide into a steep, water-soaked ravine. The landslide creates a high risk for the traveling public – there are 6-8 homes beyond the ravine. Left to normal natural causes, the water-soaked earth will continue to move, potentially taking the whole road out. You can already see cracks in the earth at the top of the road “shoulder”.

Public Works is working on a short-term and long-term solution. The short-term solution will be to move the traveled way as far from the edge of the slope as possible and put some concrete Jersey barriers in place to keep people from falling into the ravine. We think we can do this in 1-2 days, starting as soon as we can notify neighbors, get utility locates, etc. This

will buy us some time, hopefully getting us through the winter, while we work on the longer term solution. We will need to watch it and be very careful when plowing snow.

The longer term solution will require (1) some geotechnical engineering to design some kind of retaining wall and (2) a construction contractor with the know-how and equipment to install whatever retaining system is developed.

I request that we ask the Council to declare the Horizon Drive landslide an emergency and authorize an exemption from traditional procurement processes so the City can secure remedial services as needs arise. Public Works would appreciate it if this could be done as soon as possible. If it starts to rain the Horizon Drive problem could be exacerbated with resultant increased costs and impacts to the public..

- III. Funding is available.** The City Council, on April 24, 2017, passed Resolution 17-038, which adopted the Homer Accelerated Roads and Trails Program (“HART”) Manual. The HART Manual identified a set of criteria for projects that may be considered for HART funding. The criteria that would be addressed by the Horizon Court Repair Project include protecting “life, safety and traffic flow”.

There is currently over \$5 million in the HART-Roads Fund that could be used to fund this project. I propose a budget of \$300,000. As we get more information about what the long term solution will be, we can update this budget accordingly. Funds that are not expended from this budget will remain in the HART Fund.

Further, the Council may wish to consider initiating a local improvement district so the property owners benefitting from the project could share in the costs.

IV. Actions Recommended:

- a. That the City Council pass the proposed ordinance (1) declaring the landslide on Horizon Court to constitute an emergency; (2) authorizing staff to employ exemptions to the Procurement Manual; and (3) authorizing expenditure of \$300,000 from the HART-Roads Fund for the Horizon Court Road Repair
- b. That the City Council be invited to consider whether it wants to fund the road repairs 100% with City monies or initiate a local improvement district to recover some of the costs from benefiting property owners.

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

3 Aderhold

4 **RESOLUTION 20-079**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 APPROVING AND ACCEPTING THE DONATION OF A SCULPTURE
8 ENTITLED *TUYANITUM* BY ARTIST ARGENT KVASNIKOFF, OF
9 NINILCHIK, ALASKA, FROM THE BUNNELL STREET ARTS CENTER
10 FOR THE MUNICIPAL ART COLLECTION TO BE PLACED AT
11 BISHOP'S BEACH PARK.
12

13 WHEREAS, Wayfinding and geolocation are the inspirations of the proposed design for
14 a series of markers that denote the indigenous Dena'ina names of places and geographical
15 features on the Kenai Peninsula to be installed systematically over time as they are individually
16 sourced and approved; and
17

18 WHEREAS, The sculpture entitled, *Tuyanitum*, will be part of limited series that will also
19 act as individual parts of a larger concept that pays tribute to the ancient Dena'ina system of
20 navigation; and
21

22 WHEREAS, This sculpture composed of graduated naturalistic shapes to mimic the
23 ch'wala (boreal spruce) and the tinitun qatnigi (stone trail markers) used to mark trails
24 between settlements, campsites, and important spiritual places, along with their respective
25 place names, the sculpture will also display the name of the general traditional direction that
26 point is located in; and
27

28 WHEREAS, Argent Kvasnikoff is a local artist, a member of the lower peninsula's
29 Ninilchik Tribe and has ancestry that includes indigenous Dena'ina lineage of the peninsula
30 and Kachemak Bay; and
31

32 WHEREAS, The Parks, Art, Recreation, and Culture Commission (PARCAC) have
33 reviewed the donation to the City of Homer and recommended that City Council approve and
34 accept the sculpture entitled, *Tuyanitum*, for the Municipal Art Collection.
35

36 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
37 approves and accepts the donation of a sculpture entitled *Tuyanitum* by Argent Kvasnikoff
38 from the Bunnell Street Arts Center for the Municipal Art Collection to be placed at Bishop's
39 Beach Park.
40

41 PASSED AND ADOPTED by the Homer City Council this 14th day of September, 2020.
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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 20-138

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: PARKS, ART, RECREATION AND CULTURE ADVISORY COMMISSION

THRU: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

DATE: SEPTEMBER 2, 2020

SUBJECT: DONATION OF ART FOR PLACEMENT ON BISHOP'S BEACH

The PARC Advisory Commission was presented and reviewed information regarding the gift donation proposal application by Bunnell Art Gallery for a sculpture to be placed at a location determined by city personnel, the artist and representative of Bunnell Art Gallery at the regular meeting on August 20, 2020.

Following is an excerpt of the minutes from that meeting and recommendation made by the Commission:

A. *Memorandum from Acting City Planner re: Donation of Sculptural Art for Placement on Bishop's Beach*

i. Donation Application from Bunnell Art Gallery

ii. Letter from the Ninilchik Traditional Council

Chair Lewis introduced the item by reading of the title and invited staff to provide input on the topic.

Acting City Planner Engebretsen reviewed the application noting that this was a large project and would be placed next year.

Parks Maintenance Coordinator Steffy reported that the Commission could visit the Bunnell's website and view additional information on the proposed project.

Commissioners and Staff discussed the following:

- *Appreciation for the project and being included in the opportunity*
- *Expressed concerns on vandalism proof, site location and lighting for the placement of the sculpture*
- *Lighting in the development stage and may be solar and interior*

ARCHIBALD/HARRALD MOVED THAT THE PARKS ART RECREATION AND CULTURE RECOMMENDS ACCEPTANCE OF THE DONATION OF THE SCULPTURE ENTITLED "TUYANITUM" TO BE INCLUDED IN THE MUNICIPAL ART COLLECTION FOR PLACEMENT ON OR NEAR BISHOP'S BEACH.

There was no further discussion.

VOTE. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Recommendation: City Council approve and accept the donation of a sculpture acknowledging the indigenous lands of the Dena'ina and Sugpiag people known as Homer and including in the Municipal Art Collection.



CITY OF HOMER GIFT/DONATION PROPOSAL APPLICATION

PLEASE TYPE OR PRINT CLEARLY AND MAKE YOUR RESPONSES COMPLETE AND THROUGH.

DATE August 4, 2020
CONTACT PERSON Asia Freeman TITLE Artistic Director
ORGANIZATION IF APPLICABLE Bunnell Street Arts Center
ADDRESS 106 West Bunnell, Suite A CITY Homer STATE AK ZIP 99602
PHONE 9072352662 FAX none CELL 9072991492
EMAIL asia@bunnellarts.org

TELL US WHY YOU WISH TO DONATE THIS TO THE CITY OF HOMER? Tuyanitun is a sculpture acknowledging Indigenous lands of the Dena'ina and Sugpiaq people at what settlers re-named Homer, Alaska about 1896. Tuyanitun aims to advance awareness, participation and visible acknowledgment of Indigenous lands with a permanent sculpture designed by a Dena'ina and Sugpiaq artist. A collaboration of Bunnell Street Arts Center, Ninilchik Village Tribe, The City of Homer and Alaska Maritime National Wildlife Refuge, Tuyanitun attests to the thousands of years of sustainable land stewardship by Indigenous people of the region since time immemorial.

PLEASE COMPLETE THE APPROPRIATE SECTIONS RELATED TO YOUR DONATION.

TITLE OF ARTWORK Tuyantun, a sculpture acknowledging Indigenous lands of the Dena'ina and Sugpiaq people at what settlers re-named Homer, Alaska about 1896.
ARTIST(S) NAME Argent Kvasnikoff
YEAR COMPLETED 2021 DIMENSIONS 12 feet wide base, approximately 12 feet tall
MATERIALS USED TO CREATE ARTWORK concrete bass, cast bronze armature, acrylic "glass look" discs of 1 foot thickness, stacked in graduated sizes from 6 feet across to 2 feet across at the top.

PHYSICAL DESCRIPTION OF THE PROPOSED DONATION-

Tuyanitun resembles a traditional rock cairn trail marker of tacked rocks in "spruce tree" shape. For this sculpture, the intent is transparent discs like seaglass, stacked on a wide round base. See image attached.

NARRATIVE DESCRIPTION OF THE PROPOSED DONATION- TELL US THE STORY BEHIND THE PIECE OR SIGNIFICANCE-

Tuyantun is public art conceived for the community including surrounding Indigenous tribes, with the intention of being broadly accessible, and involving community members in the process of developing, selecting, and executing the work. Tuyanitun aims to advance awareness, participation and visible acknowledgment of Indigenous lands with a permanent sculpture designed by a Dena'ina and Sugpiaq artist. A collaboration of Bunnell Street Arts Center, Ninilchik Village Tribe, The City of Homer and Alaska Maritime National Wildlife Refuge, Tuyantun attests to the thousands of years of sustainable land stewardship by Indigenous people of the region since time immemorial.

IS THE PROPOSED PIECE ONE OF A KIND? yes IS THE PIECE PART OF A SERIES, LIMITED OR OTHERWISE? no
IF SO, AN EDITION OF HOW MANY? ---- IS THE PIECE COMPLETED? no IF NOT WHEN IS THE
EXPECTED COMPLETION DATE? September, 2021
WHAT IS THE CURRENT CONDITION OF THE PIECE? This sculpture is in the drafting stage, pending design site,
accessibility and landscape considerations at Bishops Beach Park

PROPOSED SITE OR LOCATION

DO YOU HAVE A SITE(S) IN MIND FOR THE PLACEMENT OF THE PIECE? IF SO WHERE? The intended site is at the end of the
"boardwalk" to Islands and Ocean at the south west corner of Bishops Beach parking area where there had been a set
of signs on bundled logs (recently removed) overlooking the berm and the beach, behind temporary porta potties.
IS THIS A CITY OWNED PROPERTY IF NOT WHO OWNS THE PROPERTY? yes, this is City-owned property.

WHAT IS THE RATIONALE FOR SELECTING THIS/THESE LOCATION(S)? Accessibility for all mobilities, proximity to I & O trail, and
parking area is off the berm to avoid disturbing that fragile habit, far enough from the ocean and elevated to avert damage by wave
action, high tides and storms. Use of a previous site means less disturbance to habit. Convenient to parking so you can't miss it!

ARE YOU AWARE OF ANY PERMITS OR PERMISSIONS THAT MAY BE REQUIRED? No. At this site, Islands and Ocean
previously had a signage installation on a cluster of logs that was removed as part of an effort to clean up and ready the site.

TECHNICAL SPECIFICATIONS

DESCRIBE HOW THE PIECE IS CONSTRUCTED OR MADE. PLEASE INCLUDE ANY DOCUMENTATION AT THE END OF
THIS APPLICATION. The sculpture will be elevated on a round concrete base about 2 feet above grade.
The sculpture is constructed of semi-transparent cast acrylic resin rock shapes resembling sea glass.
The rocks are connected to cast bronze armature resembling a spruce tree trunk, rising about 8 feet above the
concrete pedestal. Visually the design references both a small spruce tree and a rock cairn traditional trail marker. The elevated
pedestal improves visibility and protects the sculpture from vehicles, while providing a place for people to lay offerings found at the beach.

HOW IS THE PIECE TO BE PROPERLY INSTALLED? The piece will be anchored to the concrete base with heavy duty bolts.
The concrete base will need to be formed on site. It will be installed by a licensed professional contractor.

DOES THE PIECE REQUIRE ELECTRICITY, PLUMBING OR OTHER UTILITY HOOKUPS? Ideally, the piece will have electricity
in the base for base lighting so that it glows in dark winter evenings. Alternatively, it could be lit by solar cells.

WHO WILL BE INSTALLING THE PIECE? Bunnell Street Arts Center will be responsible for installation and we will
appreciate assistance from the City of Homer.

WHAT IS THE EXPECTED LIFETIME AND STAYING POWER OF THE MATERIALS USED IN CREATING THE PIECE? _____
The materials are expected to last at least fifty years.

WHAT MAINTENANCE IS REQUIRED AND HOW OFTEN? Lighting is the only maintenance that may be required:
maintenance of electric light bulbs at the base or solar cells for added winter visibility.

PLEASE IDENTIFY ANY SPECIFIC MAINTENANCE PROCEDURES AND OR EQUIPMENT AND THE ASSOCIATED COSTS: _____
The sculpture is designed to be maintenance free.

WHAT PRECAUTIONS HAVE BEEN TAKEN TO GUARD AGAINST VANDALISM IF ANY? _____
The sculpture is made of durable, impervious materials traditional to public art.

WHAT STEPS HAVE BEEN TAKEN TO ASSURE THIS PIECE WILL NOT PRESENT A SAFETY HAZARD? _____
The sculpture is not dangerous in any way. It is not made of fragile or hazardous materials.
It is not designed to be climbed. Signage indicating "do not climb" will be inscribed in its base.

BUDGET

PROJECT MANAGEMENT FEES	\$ <u>in kind</u>	INSURANCE	\$ <u>1000</u>
ARTIST'S FEES	\$ <u>5000</u>	UTILITY HOOKUP	\$ <u>1000</u>
PURCHASE PRICE PERMITS	\$ <u>0</u>	DELIVERY	\$ _____
STRUCTURAL	\$ <u>2500</u>	INSTALLATION	\$ <u>2500</u>
ENGINEERING SITE	\$ <u>2500</u>	SIGNAGE	\$ <u>500</u>
PREPARATION OTHER	\$ <u>30000</u>	RECOGNITION	\$ _____
COSTS NOT LISTED	\$ _____	DESCRIPTION	\$30000 preparation = cast acrylic and bronze

DATE PIECE WAS LAST APPRAISED? n/a

WHAT IS THE VALUE OF THE PIECE OR ESTIMATED MARKET VALUE IF NO APPRAISAL WAS DONE? 50,000

TIMELINE

WHAT IS THE TIMELINE FOR THE COMPLETION OR INSTALLATION OF THE PIECE? IDENTIFY THE DIFFERENT STAGES AND DATE GOALS TO PREPARE THE PIECE FOR DONATION _____

RESTRICTIONS

ARE THERE ANY KNOWN COVENANTS, REQUIREMENTS OR RESTRICTIONS THAT COME WITH THE PIECE? _____

WHAT EXPAECTATIONS DO YOU HAVE FOR THE CITY OF HOMER IN ACCEPTING THIS ARTWORK? _____

COMMUNITY INVOLVEMENT

WAS THERE ANY COMMUNITY OR USER INVOLVEMENT IN SELECTING THE RECOMMENDED LOCATION? _____

PLEASE INCLUDE ANY LETTER(S) OF SUPPORT FOR THE PROJECT OR PROPOSED DONATION.

APPLICANT MUST SUBMIT THE FOLLOWING SUPPORTING DOCUMENTATION WITH THIS APPLICATION.

_____ AN RESUME OR BIO FROM THE ARTIST WHO CREATED OR WILL CREATE THE ARTWORK.

_____ FIVE TO TEN IMAGES OF PAST WORK FROM THE ARTIST. THESE CAN BE PHOTOGRAPHS.

_____ THREE TO FIVE CLEAR IMAGES OF THE PROPOSED ARTWORK

_____ SCALE DRAWING/MODEL OF THE PROPOSED ARTWORK

_____ IF YOU HAVE A SITE(S) IN MIND PLEASE INCLUDE PHOTO AND DESCRIPTION OF THE SITE(S) AND A SCALED DRAWING OF THE PROPOSED ARTWORK IN THE RECOMMENDED LOCATION.

_____ A COPY OF A FORMAL APPRAISAL IF AVAILABLE

_____ TECHNICAL SPECIFICATIONS, MAINTENANCE MANUAL OR DRAWINGS/RECOMMENDATION FROM STRUCTURAL ENGINEER.

APPLICATIONS ARE TO BE SUBMITTED TO:

THE CITY OF HOMER

CITY CLERKS OFFICE

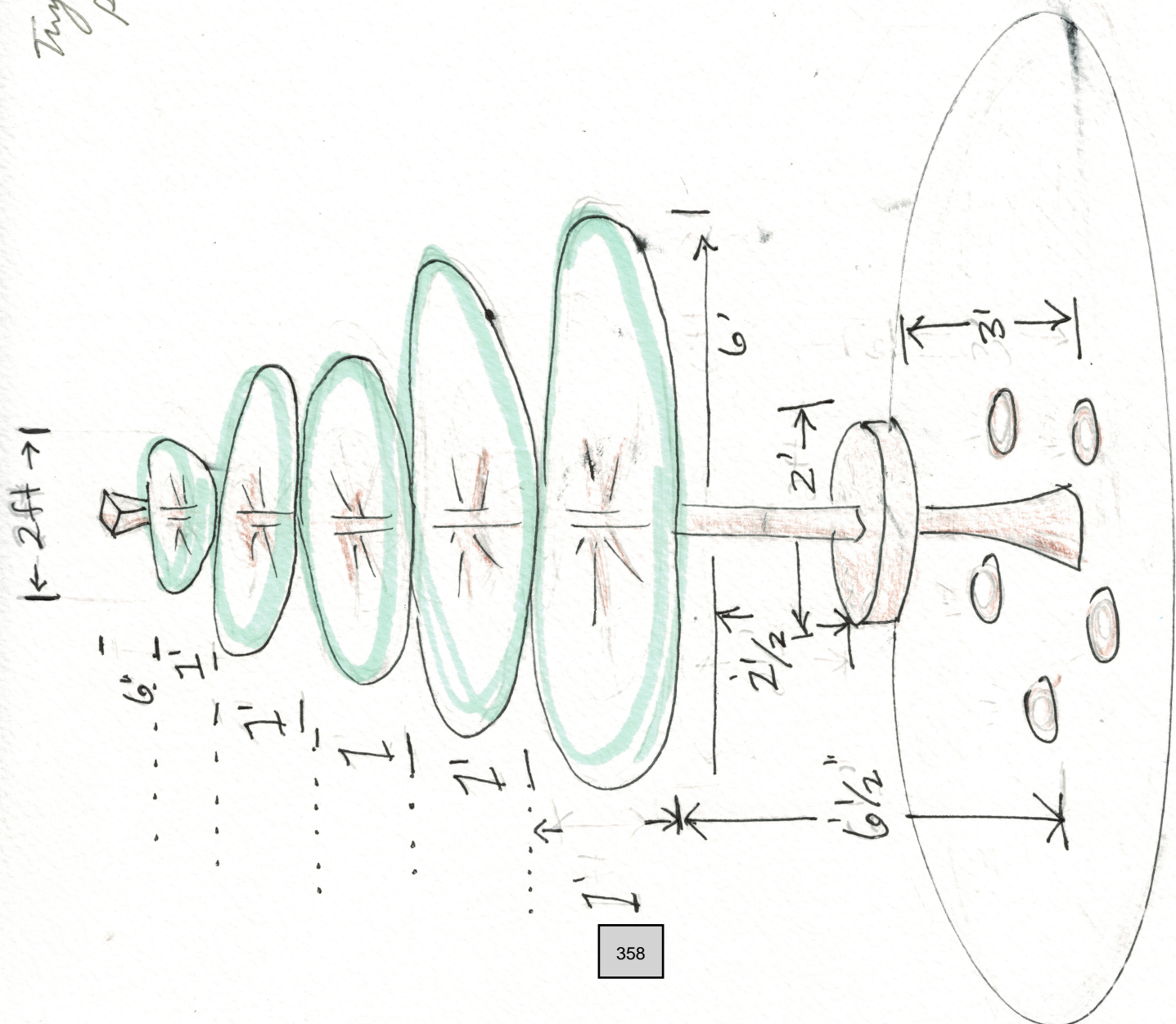
491 E. PIONEER AVENUE

HOMER, AK 99603

OR YOU MAY SUBMIT VIA FAX AT 907-235-3143 TO SUBMIT VIA EMAIL PLEASE SEND TO clerk@ci.homer.ak.us

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT THE CLERK'S OFFICE AT 235-3130.

Traynor: Trugeth
Proportional sketch 8/7/20



Tuyanitun (Central point trails)

Indigenous place name marker proposal

Argent Kvasnikoff

2019

Wayfinding and geolocation are the inspirations of my proposed design for a future series of markers that denote the indigenous Dena'ina names of places and geographical features on the Kenai Peninsula to be installed systematically over time as they are individually sourced and approved. These posts that resemble the region's iconic boreal spruce will not only be emblazoned with traditional names nearly lost from memory, but they will also act as individual parts of a larger concept that pays tribute to the ancient Dena'ina system of navigation. The knowledge of this system has only been recorded in trace oral histories and linguistic studies, but evidence of how it was used thrives today and can be found in many contemporary place names.

Before the introduction of the compass and the universally known concept of North, South, East, and West, the Dena'ina culture of today's southcentral Alaska and Cook Inlet had their own system and language for navigation and in use for centuries. Like other cultures of the continental northwest waterways were an important factor in communicating distance, however, the unique patchwork of this region's geography added more complexity. Rather than having one universal system that all communities used which could result in confusion, the Dena'ina made use of two (and possibly more) mirrored central points of navigation depending on which part of the region the locations are in that each use the same system of directional terminology.

On the Kenai Peninsula, which historically uses the Outer Inlet dialect of Dena'ina, this center point of directional origin (*Tuyan*) is at a freestanding high point in the Caribou Ridge area approximately 25 miles northeast of Homer and 16 miles southeast of Ninilchik. From this point there are five directions that extend from it and the Dena'ina language describes locations as how far things are close to or away from the point origin along one of five directional lines.

One of these directions, called *Yunch'*, is anchored to the direction of the today's Deep Creek River from Tuyan to *Tikahtnu* (Cook Inlet). It can be viewed as the "main direction" as the river is the shortest water access route to the ocean from Tuyan. The other four directions roughly radiate around the point of origin evenly in addition to *Yunch'*, which is slightly more northwest than true west. The other four directions are:

- *Yutsem*: Towards Kasilof, Kenai, and Kalgin Island, north-northwest
- *Yunit*: Towards Lake Tustumena and Sterling, north-northeast
- *Yuneq*: Towards Caribou Hills and Kenai Range, east-southeast
- and *Yudur*: Towards Homer Spit and the mouth of Kachemak Bay, south-southwest

Based on this system my proposed designs are markers composed of graduated naturalistic shapes to mimic the *ch'wala* (boreal spruce) and the *tinitun qalnigi* (stone trail markers) used to mark trails between settlements, campsites, and important spiritual places. Along with their respective place names each marker will also display the name of the general traditional direction that point is located in. To further communicate its distance relative to Tuyan, the number of bead-like layers will be equal to how many graduated 5-mile wide rings are between the marker and Tuyan.

The materials for these structures would ideally be reclaimed sources as a testament to the cultural dedication of environmental stewardship. These would include of transportation grade metals for the main metal posts, bases, caps, and round interpretive beads to honor ancient copper metallurgy, and translucent cast glass or recycled plastic acrylic for the stone shaped layers to reference sea glass beads, iconic to modern coastal culture and representational of Dena'ina seafaring and economy. These markers would also include a solar cell to power a light source either on top of or embedded within the pole to give a subtle illumination to the translucent elements in the night. This would both add an additional dimension of artistic value and a valuable safety measure, especially for vision during the long dark winters.

Argent Kvasnikoff
Biography for Tuyanitun

Ninilchik artist Argent Kvasnikoff is a member of the Niqnalchint (Ninilchik) Tribe and was born in Homer, Alaska. His art is informed by his own experiences and the studies of linguistic anthropology and art history. He works with humanist themes illuminated by his indigenous culture, with most of his work involving his culture's endangered Dena'ina language through the *Qena Sint'isis* project. The project's visual works consist of calligraphic abstractions based on a written alphabet created to correspond with Dena'ina phonology.

His work primarily consists of ink and mixed media painting and includes work in 3D printed sculptures, including the public installations *Q'es Krieyshon* at the Ninilchik Traditional Council Community Hall and *Tuggeht Janju Tets'* at the Homer Public Library. His most recent solo exhibition was *Apollo's Siheyuan* at the Bunnell Street Arts Center in Homer, Alaska in 2019. He has previously exhibited at the Pratt Museum.

Argent currently lives and works out of home in Ninilchik with his family and beloved dogs.









Ninilchik Traditional Council

P.O. Box 39070

Ninilchik, Alaska 99639

Phone: 907 567-3313 / Fax: 907 567-3308

E-mail: ntc@ninilchiktribe-nsn.gov

ninilchiktribe-nsn.gov

June 29th, 2020

Bunnell Street Arts Center
Asia Freeman, Artistic Director
106 W. Bunnell Ave.
Homer, AK 99603

Ms. Freeman,

Thank you for attending our regular council meeting on June 26th and presenting the Bunnell Street Art Center's initiative and proposed project addressing land acknowledgment and indigenous pathways in concert with Ninilchik tribal member and cultural ambassador Argent Kvasnikoff. The willingness of the center to become a direct ally in support of our cultural expression, history, and self-determination is a welcomed and honored gesture, and I am personally honored to be involved in this development as we all work towards mutual recognition and constructive acts of understanding.

We believe that the presented concept for the sculptural land marker in Tuggeht (Homer) will become an invaluable iconic feature of ancestral homeland. Being able to relate it to the history of traditional wayfinding will act as a gateway for wider learning and knowledge for generations to come. Its described elements and inspirations were clearly done with respect and consideration for our people's story while honoring our need to embrace our present and future.

Please keep the Ninilchik Traditional Council in contact as these projects are further developed.

Respectfully,

Ivan Z. Encelewski
NTC Executive Director

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

3 City Manager

4 **RESOLUTION 20-080**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
7 CLARIFYING THE ELIGIBILITY PERIOD FOR COVID-19 RELATED
8 EXPENSES THAT QUALIFY FOR CARES ACT FUNDING IS MARCH 1-
9 DECEMBER 30, 2020 AS ESTABLISHED BY THE US TREASURY, AND
10 AMENDING ALL CITY OF HOMER ECONOMIC RELIEF PROGRAM
11 DOCUMENTS ACCORDINGLY.

12
13 WHEREAS, Resolution 20-057 established the Small Business Economic Relief Grant
14 (SBERG) program in response to the economic upheaval caused by the measures taken in the
15 face of the COVID-19 Pandemic; and

16
17 WHEREAS, Resolution 20-071 established the Nonprofit Economic Relief Grant Program
18 (NERG), Household Economic Relief Grant Program (HERG), Social Services Economic Relief
19 Grant Program (SOSERG), And Childcare Business Economic Relief Grant Program (CBERG) in
20 response to the economic downfall caused by measures taken to assure public safety in the
21 face of the COVID-19 Pandemic; and

22
23 WHEREAS, The CARES Act provides that payments from the Fund may only be used to
24 cover costs that-

- 25 1. are necessary expenditures incurred due to the public health emergency with respect
26 to the Coronavirus Disease 2019 (COVID-19);
27 2. were not accounted for in the budget most recently approved as of March 27, 2020 (the
28 date of enactment of the CARES Act) for the State or government; and
29 3. were incurred during the period that begins on March 1, 2020, and ends on December
30 30, 2020.

31
32 WHEREAS, In working through the program documents and resolutions, discrepancies
33 were found in the dates defining the eligibility period for COVID-19 Pandemic related costs
34 incurred.

35
36 NOW, THEREFORE, BE IT RESOLVED that the City of Homer, Alaska, clarifying the
37 eligibility period for covid-19 related expenses that qualify for CARES Act funding is March 1-
38 December 30, 2020 as established by the US Treasury, and amending all City of Homer
39 Economic Relief Program documents accordingly.

40
41 PASSED AND ADOPTED by the Homer City Council this 14th day of September, 2020.
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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A

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

3 City Manager

4 **RESOLUTION 20-081**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 APPROVING A LEASE ASSIGNMENT FROM AKSNOWGRL RENTALS
8 LLC TO HOMER ENTERPRISES LLC AND AUTHORIZING THE CITY
9 MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE
10 DOCUMENTS FOR AN EIGHTEEN YEAR FOUR MONTH LEASE WITH
11 OPTIONS FOR TWO CONSECUTIVE FIVE YEAR RENEWALS FOR A
12 PORTION OF LOT 5, HOMER SPIT AT THE REDUCED ANNUAL RATE
13 OF \$4,925.46.

14
15 WHEREAS, AKSnowGrl Rentals, LLC contacted the City and requested their lease be
16 transferred back to Homer Enterprises LLC as a result of Homer Enterprises LLC reassuming
17 ownership and management of the Sport Shed; and

18
19 WHEREAS, Homer Enterprises, LLC submitted a complete lease application pursuant
20 Homer City Code (HCC) Title 18.08; and

21
22 WHEREAS, Homer Enterprises, LLC has indicated in the lease application their intention
23 of continuing the business as listed in the lease between the City and AKSnowGrl Rentals LLC
24 without changes to purpose of use or length of term; and

25
26 WHEREAS, AKSnowGrl's current base lease rate is \$16,590.48 or \$0.74 per square foot
27 plus tax; and

28
29 WHEREAS, The most current land appraisal for the property conducted in 2019 reduced
30 the property's value due to coastal erosional conditions, concluding the new market rent value
31 should be \$4,900 or \$0.22 per square foot plus tax; and

32
33 WHEREAS, Per HCC 18.08.100 (e), in the event an appraisal reports a decrease in fair
34 market rent, a lessee may petition or the City Manager may recommend to Council a reduction
35 in the lease rate. Council may approve a reduction if it determines via resolution that such
36 reduction corresponds with the appraised fair market rent and is in the City's best interest; and

37
38 WHEREAS, Homer Enterprises LLC has requested that the current base lease rate
39 change to match the appraiser's most recent valuation and has provided invoices detailing
40 previous erosion mitigation measures taken by the business; and

41
42 WHEREAS, The Port and Harbor Advisory Commission on August 26, 2020 reviewed the

43 application pursuant HCC 18.08.060 and recommended a lease transfer for the remaining term
44 of 18 years and 4 months with options for 2 consecutive 5-year renewals on a portion of Lot 5,
45 Homer Spit with a reduction in base rent to match the 2019 appraisal's findings; and

46
47 WHEREAS, HCC 18.08.160 (4) states the Council shall approve or deny the request for
48 lease assignment via resolution.

49
50 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the
51 lease assignment of the AKSnowGrl Rentals LLC lease from AKSnowGrl Rentals LLC to Homer
52 Enterprises LLC, and authorizes the City Manager to negotiate and execute a lease for the
53 remaining term of 18 years and 4 months with options for 2 consecutive 5-year renewals on a
54 portion of Lot 5, Homer Spit at the reduced annual base rent of \$4,925.46.

55
56
57 PASSED AND ADOPTED by the Homer City Council on this ___ day of _____, 2020.

58
59 CITY OF HOMER

60
61
62 _____
63 KEN CASTNER, MAYOR

64
65 ATTEST:

66
67
68 _____
69 MELISSA JACOBSEN, MMC, CITY CLERK

70
71 Fiscal Note: \$16,590.48 decreased to \$4,925.46 annually



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 20-139

TO: HOMER CITY COUNCIL

FROM: HOMER PORT AND HARBOR ADVISORY COMMISSION

THRU: ROBERT DUMOUCHEL, CITY MANAGER

DATE: SEPTEMBER 2 2020

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

This lease was last transferred via Resolution 19-001 from Homer Enterprises LLC to AKSnowGrl Rentals LLC/Ms. Kumfer as part of a sale of the Sport Shed business. AKSnowGrl Rentals LLC 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/AKSnowGrl made a request to relinquish all leasehold interests so that the business could go back to Mr. Ashment of Homer Enterprises LLC. 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 AKSnowGrl/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.

The lease transfer request and reduction in annual rent to match the current appraised fair market property value were reviewed by the Port and Harbor Advisory Commission at their August 26 2020

meeting. After discussion, the commission decided in favor of both. A motion was made and passed to recommend that council approve the lease transfer from AKSnowgrl Rental LLC to Homer Enterprises, LLC and to match the base rent to the appraised fair market value.

RECOMMENDATION

Approval of the lease transfer of AKSnowgrls back to Homer Enterprises and a change in annual base rent to match current fair market value for the property via Resolution.

Attached: 2019 Land Appraisal-Sport Shed
Ashment's submitted Erosional Mitigation Costs
Pages from HCC 18.08.100 Appraisals

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 \$4925.46 (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 \$410.46, 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.

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 commingle 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.

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 $\frac{1}{4}$ 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, safety 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)

EXHIBIT F
FLOOR PLANS
(Section 6.02)

2ND LEVEL

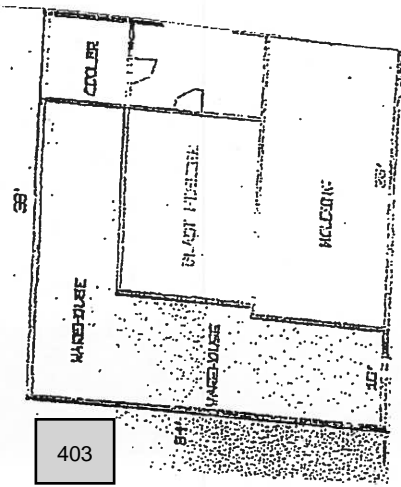
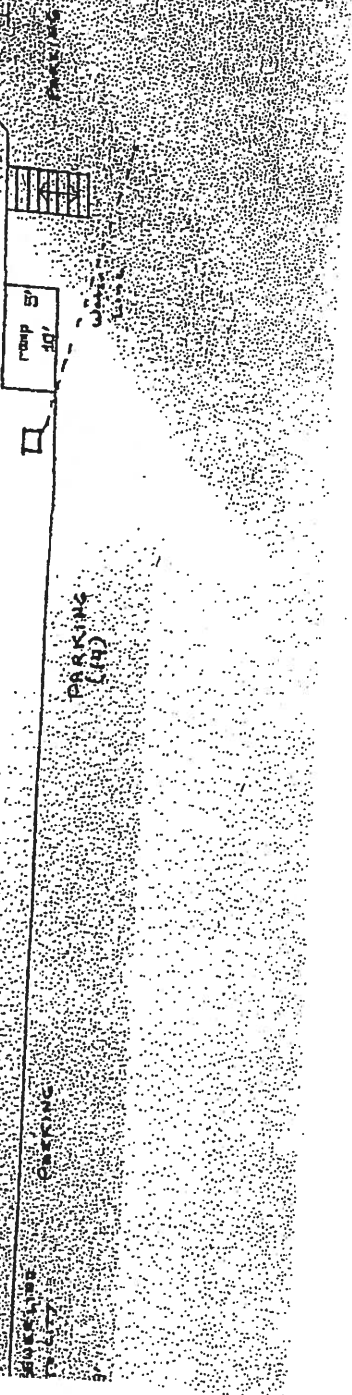
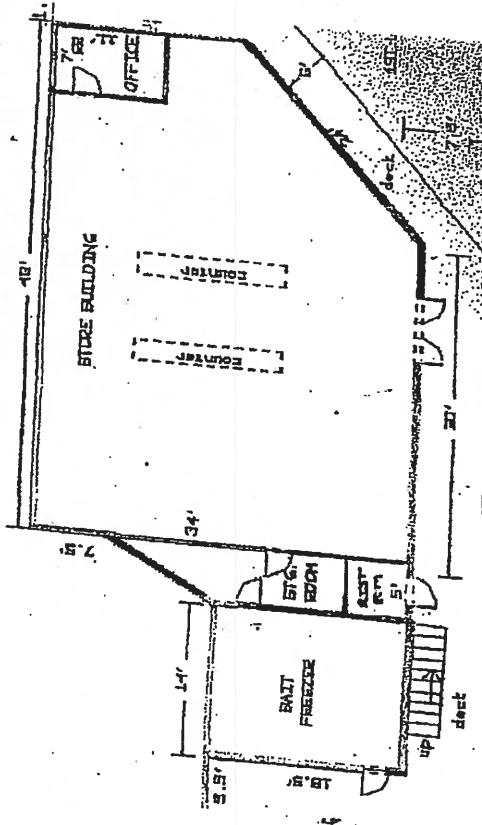
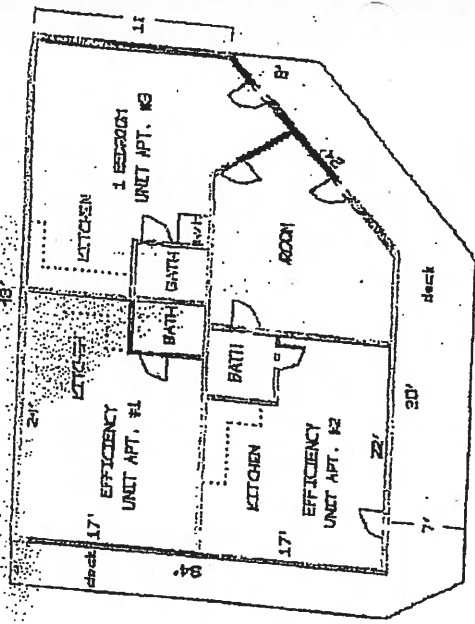


EXHIBIT G

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
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.

 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
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NOTES: Application received 8/6/20.

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

YES	NO	N/A	INCOMPLETE
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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
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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
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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
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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
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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
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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:	Tabor Ashment
Business Name:	Homer Enterprises LLC
Social Security Number:	567-86-0296
Email Address:	see fish 075@gmail.com
Mailing Address	41240 Crested Cranc 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 LOTS Plat 89-34
Type of Business to be placed on property: <i>see attachment</i>	The Sport Shed is a bait and tackle store including marine hardware, food & Gifts
Duration of Lease requested:	see memo. adm. of Lease #2 Term of Lease terminates on Nov 1 2029 ^{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 <i>An as built is supplied in packet.</i>	<p>A drawing of the proposed leased property showing:</p> <input checked="" type="checkbox"/> Size of lot - dimensions and total square footage (to scale) <input checked="" type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale). <input checked="" type="checkbox"/> Water and sewer lines – location of septic tanks, if needed. - <i>city</i> <input checked="" type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated																		
2.	Development Plan	<input checked="" type="checkbox"/> List the time schedule from project initiation to project completion, including major project milestones. <table border="0"> <thead> <tr> <th align="left">Dates</th> <th align="left">Tasks</th> </tr> </thead> <tbody> <tr> <td><u>End of July 2020</u></td> <td><u>Repair deck</u></td> </tr> <tr> <td><u>11</u></td> <td><u>Replace outside water supply with PEX system</u></td> </tr> <tr> <td><u>End July</u></td> <td><u>Contractor to spread fill on property</u></td> </tr> <tr> <td><u>Aug-extended</u></td> <td><u>Paint building - repair</u></td> </tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th align="left">Building Use</th> <th align="left">Dimensions and square footage</th> </tr> </thead> <tbody> <tr> <td><u>Retail</u></td> <td><u>appx 1750 sq ft</u></td> </tr> <tr> <td><u>Lodging</u></td> <td><u>appx 1400 sq ft</u></td> </tr> <tr> <td><u>Storage</u></td> <td><u>appx 1500 sq ft</u></td> </tr> </tbody> </table>	Dates	Tasks	<u>End of July 2020</u>	<u>Repair deck</u>	<u>11</u>	<u>Replace outside water supply with PEX system</u>	<u>End July</u>	<u>Contractor to spread fill on property</u>	<u>Aug-extended</u>	<u>Paint building - repair</u>	Building Use	Dimensions and square footage	<u>Retail</u>	<u>appx 1750 sq ft</u>	<u>Lodging</u>	<u>appx 1400 sq ft</u>	<u>Storage</u>	<u>appx 1500 sq ft</u>
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3.	Insurance <i>In Packet</i>	<input checked="" type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.																		
4.	Subleases <i>None</i>	<input checked="" type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 10% of proceeds paid Lessee by subtenants.																		
5.	Health Requirements <i>City Water and Sewer</i>	<input checked="" type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.																		

6.	Agency Approval <i>The Sport Shed is an ongoing business</i>	<input type="checkbox"/> 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> <input type="checkbox"/> Application fee - \$30.00. Please make check payable to the City of Homer. <input type="checkbox"/> 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> <input checked="" type="checkbox"/> Sole or individual proprietorship. <i>Homer Enterprises LLC</i> <input type="checkbox"/> Partnership. <input type="checkbox"/> Corporation. <input checked="" type="checkbox"/> Other – Please explain: <u>I, Taber Ashment am the sole owner of Homer Enterprises LLC</u> <input checked="" type="checkbox"/> Financial Statement – <u>Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u> <input checked="" type="checkbox"/> Surety Information – Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in you organization holding more than a 10% interest <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. 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. <input checked="" type="checkbox"/> Bankruptcy information - Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt. <input checked="" type="checkbox"/> Pending Litigation – Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. 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 Harner Enterprises LLC. Copy of license in packet.	<input type="checkbox"/> If the applicant is a partnership, please provide the following: Date of organization: _____ Type: <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership Statement of Partnership Recorded? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Has partnership done business in Alaska? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Name, address, and partnership share. If partner is a corporation, please complete corporation statement. <i>Please attach a copy of your partnership agreement.</i>																														
10.	Corporation Statement N/A	<input type="checkbox"/> 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? <input type="checkbox"/> No <input type="checkbox"/> Yes. Is so, as of what Date? _____ Corporation is held? <input type="checkbox"/> Publicly <input type="checkbox"/> Privately If publicly held, how and where _____ is _____ the _____ stock _____ traded? _____ Officers & Principal Stockholders [10%+]: <table border="1"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> <th><u>Address</u></th> <th><u>Share</u></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <input type="checkbox"/> 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. <table border="1"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>																	<u>Name</u>	<u>Title</u>								
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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:

Date:

John R. [Signature]

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, safety 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 Ashment ashment@gmail.com



Sent from my iPhone

Begin forwarded message:

From: Jeannette Read <read@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



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 HOMER INSURANCE CENTER, INC 509 STERLING HWY, STE 201 HOMER, ALASKA 99603		CONTACT NAME PHONE 907-235-3881 FAX 907-235-3882 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A - GREAT DIVIDE	
INSURED HOMER ENTERPRISE LLC, 41240 CRESTED CRANE HOMER, AK 99603		INSURER B: 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	ADOL SUBR (REQ. INFO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	GC991412	7/14/2020	7/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADVERTISING \$ 1,000,000 (PERSONAL AUTOMOBILE) \$ 2,000,000

<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMPANY AGG	\$ 2,000,000
OTHER:							\$
AUTOMOBILE LIABILITY						COVERED SINGLE LIMIT (Per accident)	\$
<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
UMBRELLA LIAB						EACH OCCURRENCE	\$
EXCESS LIAB						AGGREGATE	\$
DED							\$
RETENTIONS							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATE	OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NB)						Y/N	N/A
If yes, the state used or DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10 1, 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

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ACORD 25 (2016/03)

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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



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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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 (AKSNOWORK 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 transferred 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 finance provider to Jenifer.

The Sport Shed needed insurance to protect the City of Homer and myself. On 7/14/2020 I secured insurance as shown 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 transference back to myself, I would like to ask the City Manager to consider a lease fee reduction based on the current appraisal by Darryl'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.

I am thankful for all the assistance the City Manager and City Council can provide

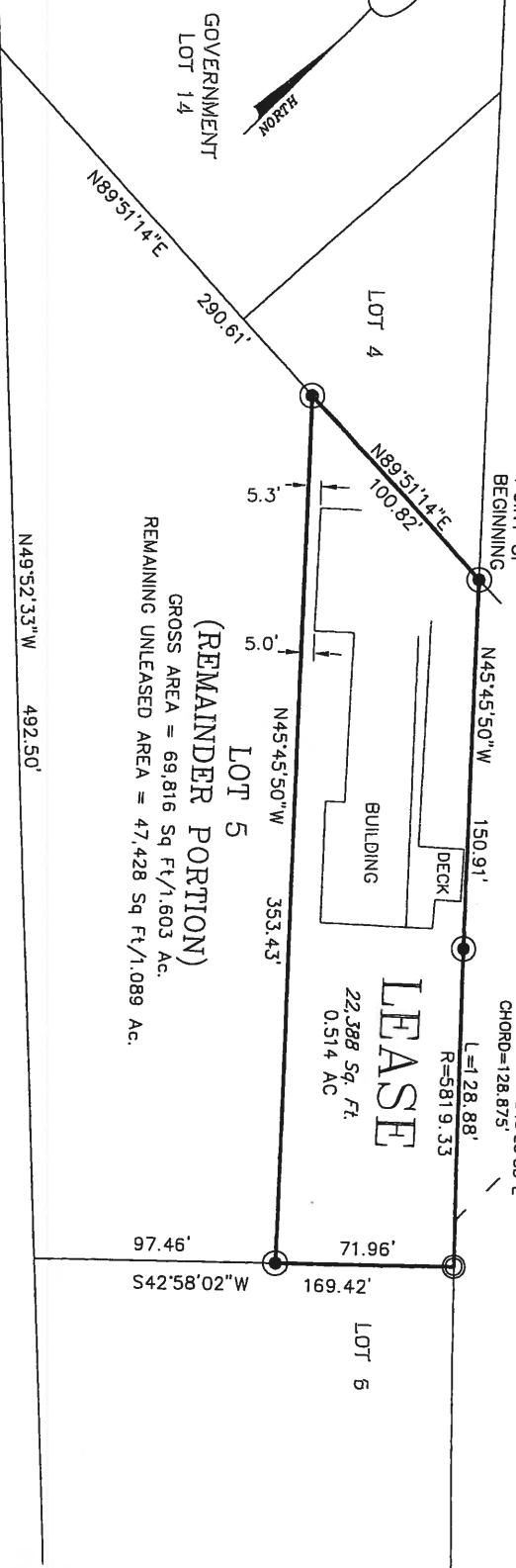
Tabor R. Ashment

Tabor R. Ashment

HOMER SPIT ROAD
180' R.O.W.

APPROX. LOCATION
ALASKA DOT LEASE
21-007-1

CHD BRNG=546.23'55"E
CHORD=128.875'



LOT 5
(REMAINDER PORTION)
GROSS AREA = 69,816 Sq Ft/1.603 Ac.
REMAINING UNLEASED AREA = 47,428 Sq Ft/1.089 Ac.

LEASE
22,388 Sq. Ft.
0.514 AC

R=5819.33
L=128.88'

KACHEMAK BAY

NOTES

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



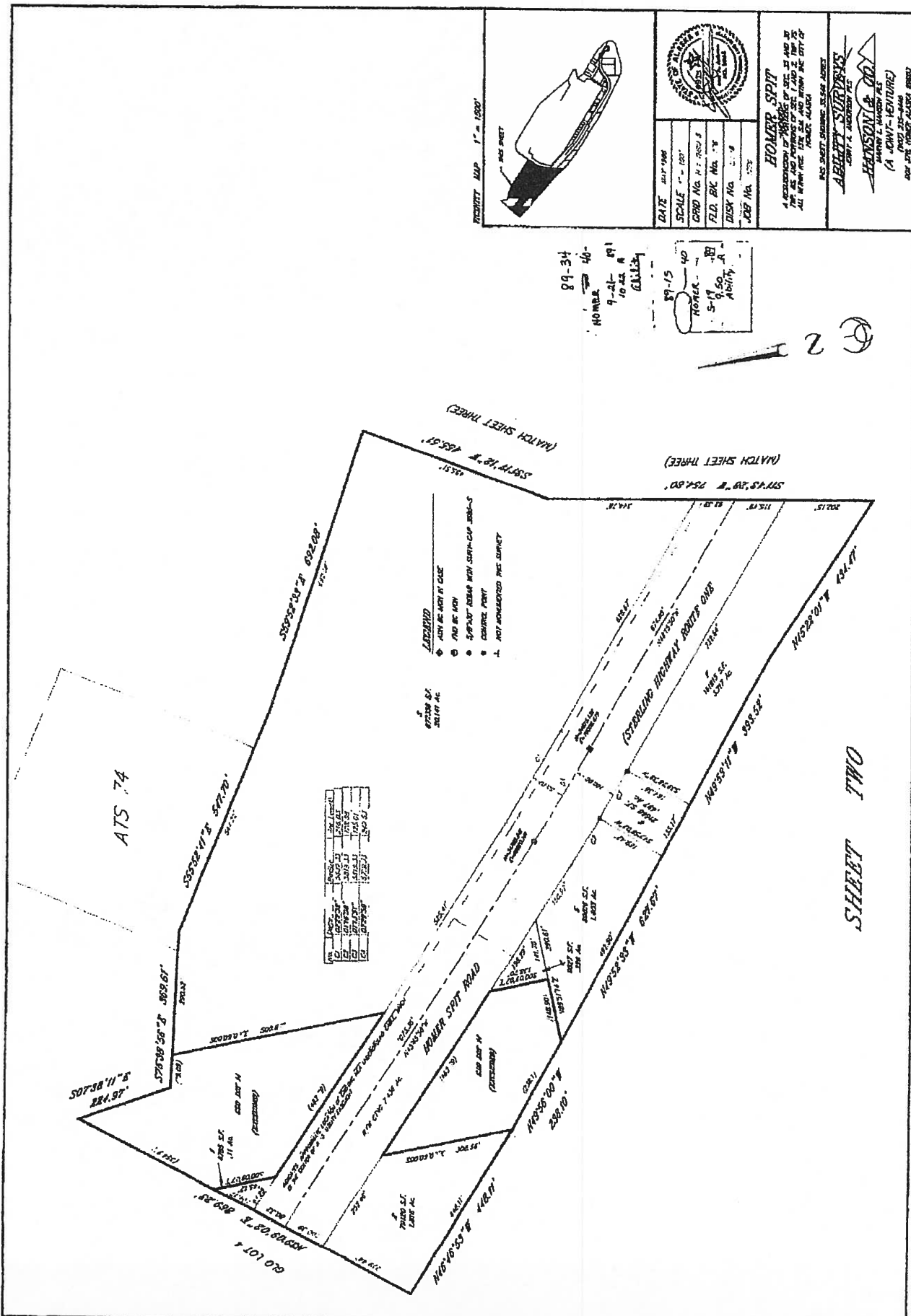
DATE	09/10/2010
SCALE	1"=60'
JOB NO.	4406
DRAWING	4473

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 SET/4 SECTION 35, T6S, R13W, S.M., CITY OF HOMER
KENAI PENINSULA BOROUGH, HOMER RECORDING DISTRICT, ALASKA

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



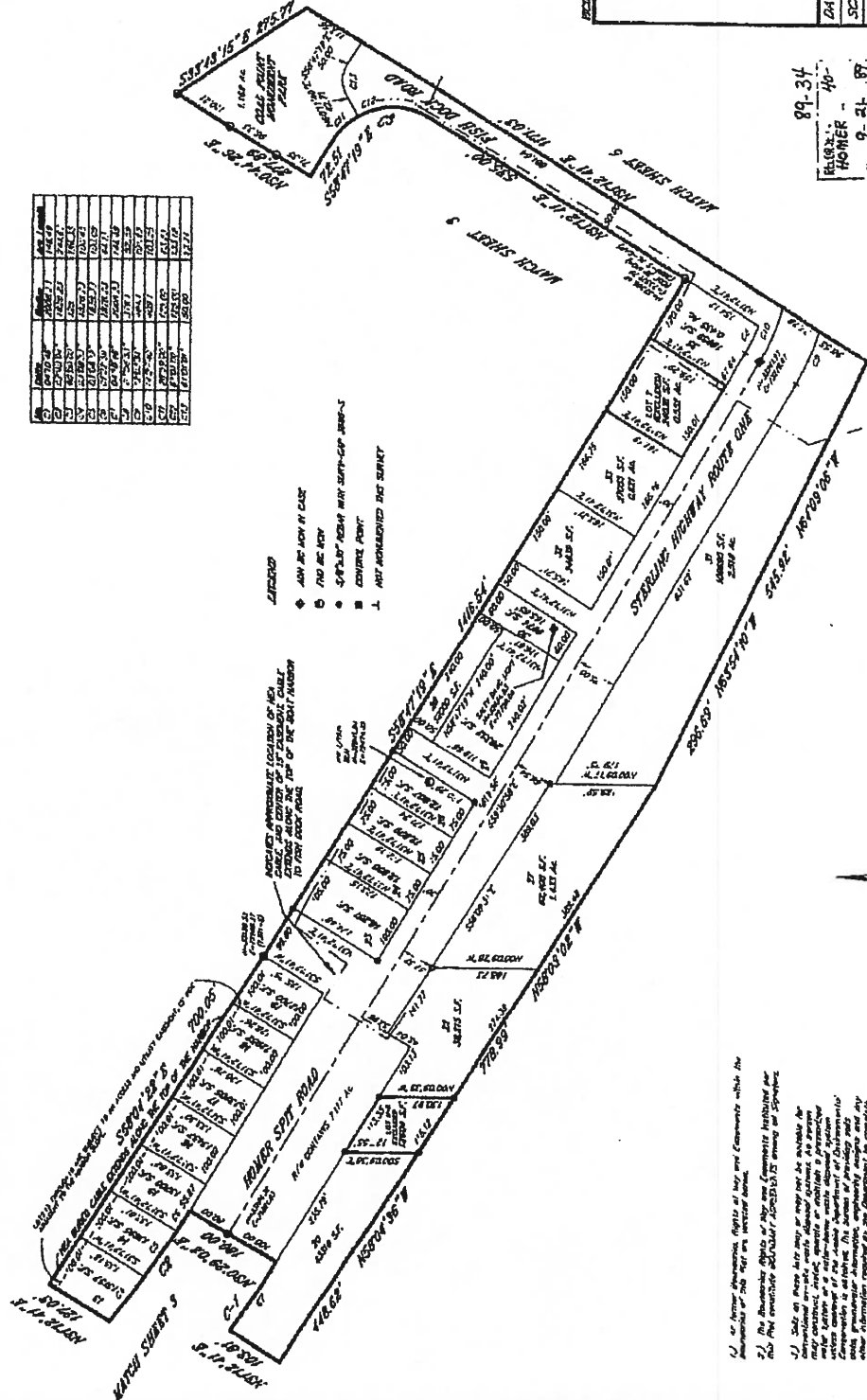
SHEET TWO

ATS 74

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SHEET FOUR

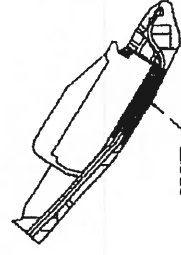
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- LEGEND
- ▲ ANY BENCH MARK
 - END OF MONUMENT
 - SURVEY POINT
 - EXHIBIT POINT
 - 1. NOT MONUMENTED BY THE SURVEY

89-34
 HOWER
 9-24-87
 10-24-87
 11-24-87
 12-24-87

89-15
 HOWER
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 11-24-87
 12-24-87



DATE MAY 1988
 SCALE 1" = 100'
 GRID NAD 83
 FLD. BK. NO. 178
 DIST. NO. 618
 JOB NO. 178

HOWER SPPT
 1. APPROXIMATE LOCATION OF MONUMENT PERMANENTLY LOCATED AT THE INTERSECTION OF THE EXTENSION OF THE TOP OF THE BENCH MARK TO THE DEEP ROAD.

ABEY-SURVEYS
 JOHN A. ANDREWS, P.E.
 HANSEN & CO.
 (A COMPANY OF HANSEN & CO.)
 1001 WEST WASHINGTON AVENUE

1. All lot lines shown on this map are based on the survey conducted by the Surveyor General of the State of Minnesota on the 10th day of May, 1988, and are subject to the provisions of the Minnesota Statutes, Chapter 360, and the rules and regulations of the State of Minnesota. The Surveyor General is not responsible for the accuracy of the information shown on this map, and the user of this map is advised to verify the information shown on this map with the original survey records.

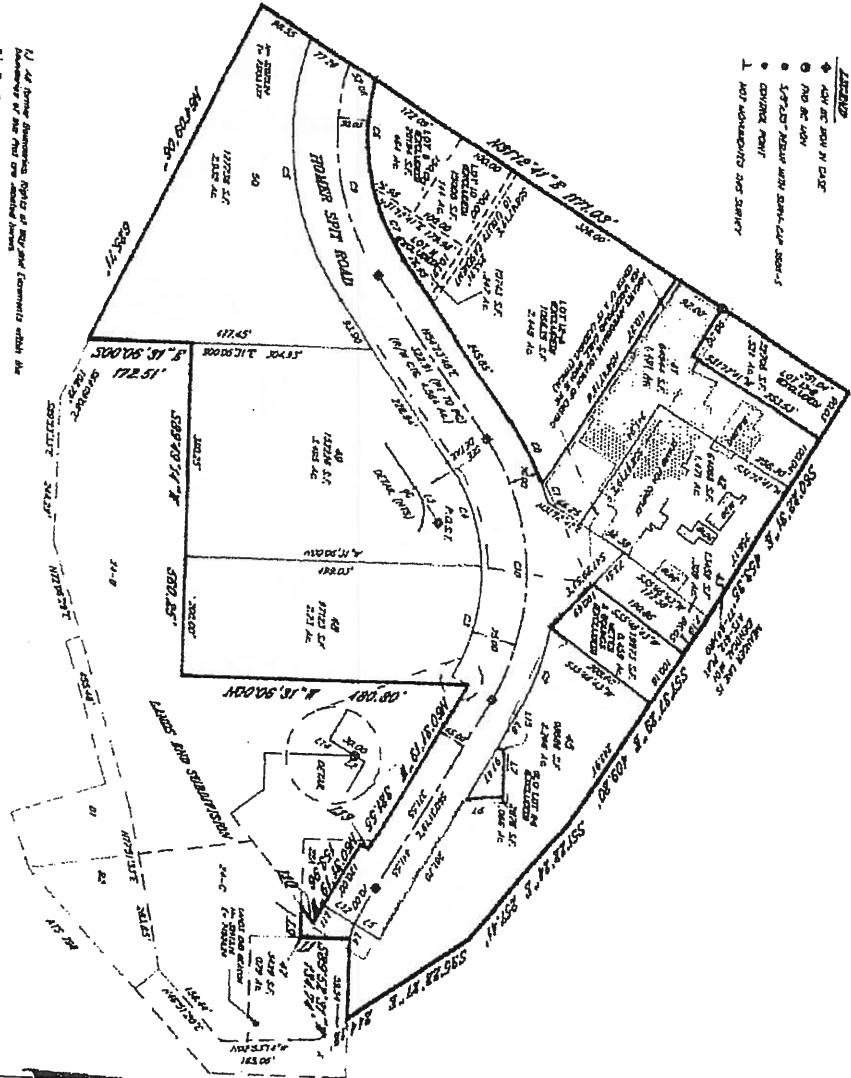
SHEET FIVE

- LEGEND**
- 1. 4" x 4" x 1/2" x 1/2" x 1/2" x 1/2"
 - 2. 4" x 4" x 1/2" x 1/2" x 1/2" x 1/2"
 - 3. 4" x 4" x 1/2" x 1/2" x 1/2" x 1/2"
 - 4. 4" x 4" x 1/2" x 1/2" x 1/2" x 1/2"
 - 5. 4" x 4" x 1/2" x 1/2" x 1/2" x 1/2"

1) All items shown on this sheet are to be installed within the boundaries of the lot on which shown.

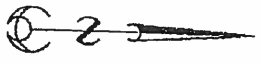
2) The dimensions of the lot are shown on this sheet.

3) The dimensions of the lot are shown on this sheet.



Lot No.	Area	Perimeter
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95	1.23	11.5
96	1.23	11.5
97	1.23	11.5
98	1.23	11.5
99	1.23	11.5
100	1.23	11.5

Lot No.	Area	Perimeter
1	1.23	11.5
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41	1.23	11.5
42	1.23	11.5
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94	1.23	11.5
95	1.23	11.5
96	1.23	11.5
97	1.23	11.5
98	1.23	11.5
99	1.23	11.5
100	1.23	11.5



89-34
Home 40-
10-31-81
CALIBY

REVISIONS

DATE	10/1/88
SCALE	1" = 100'
CDR	HE N I 1000 5
FLD	DK 100 108
CHK	DK 100 5, 118
APP	DK 100 108

HOLLER SPUTT

REGISTERED PROFESSIONAL SURVEYOR
STATE OF MISSISSIPPI
NO. 10000
JANUARY 1, 1988

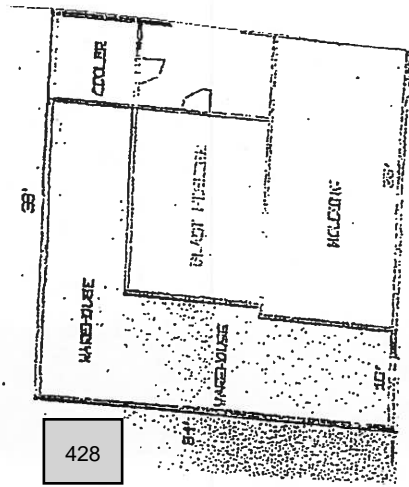
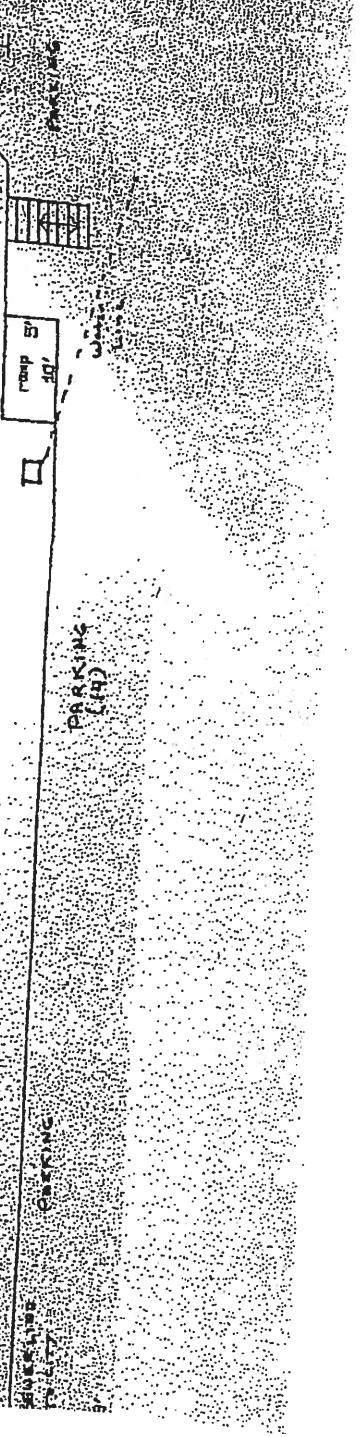
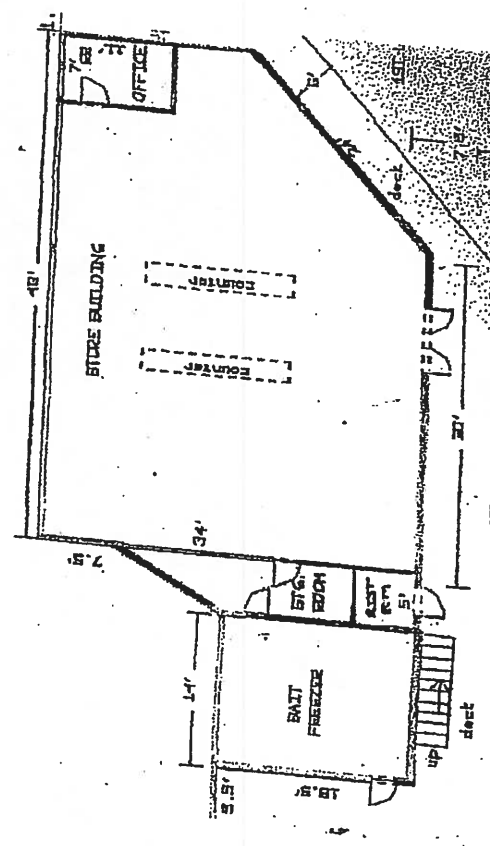
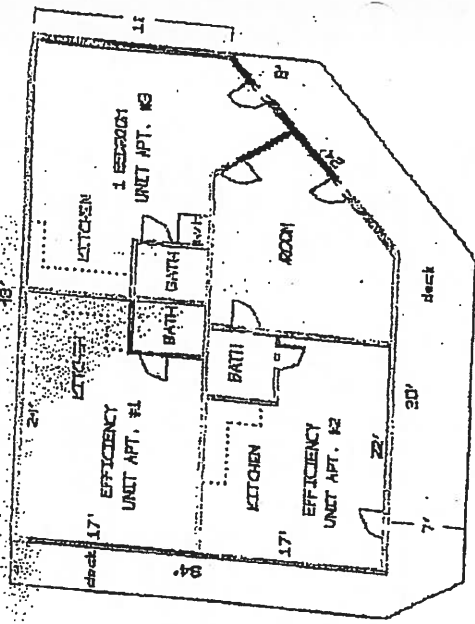
ABELSON SURVEYORS
JANUARY 1, 1988
JANUARY 1, 1988
JANUARY 1, 1988

HANSON & CO.
JANUARY 1, 1988
JANUARY 1, 1988
JANUARY 1, 1988

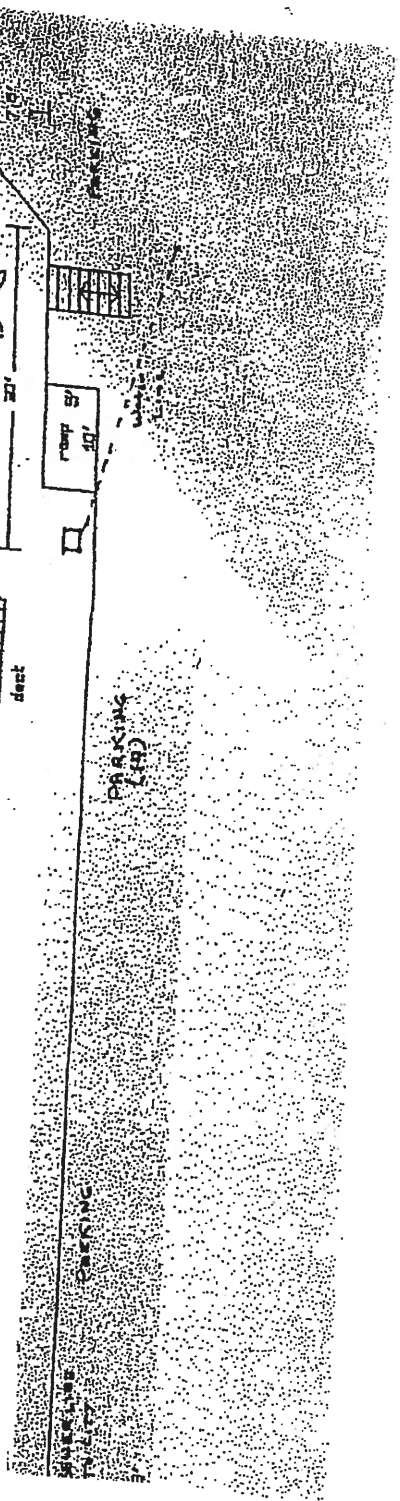
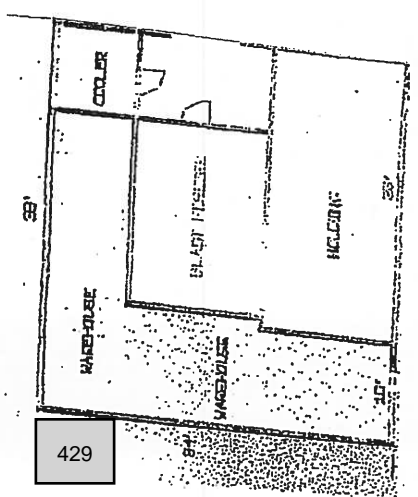
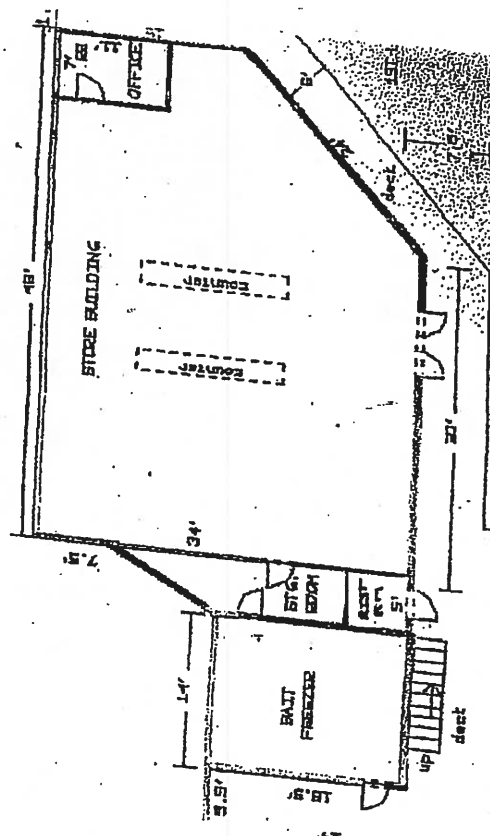
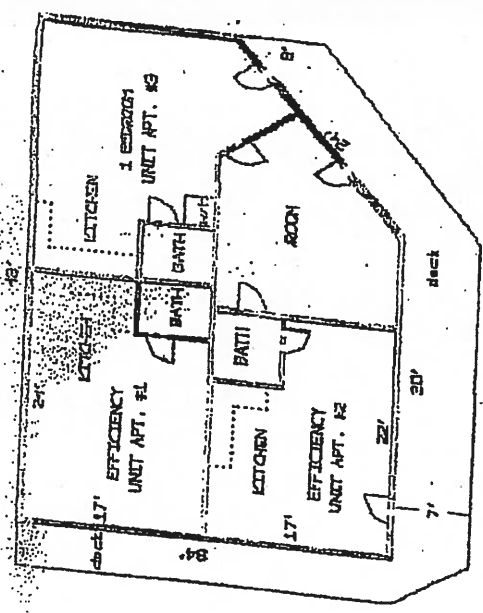
NOT SHOWN ON THIS SHEET
JANUARY 1, 1988

THIS SHEET
427

2ND LEVEL



2ND LEVEL





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)	Dimensions: Irregular																					
Size reported from 2010 plat (see plat following)																						
Shape: Mostly rectangular	Corner: No																					
Utilities:	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; border: none;">public</th> <th style="width: 33%; border: none;">utility provider</th> <th style="width: 33%; border: none;">other (description)</th> </tr> </thead> <tbody> <tr> <td style="border: none;">water</td> <td style="border: none;">yes</td> <td style="border: none;">City of Homer</td> </tr> <tr> <td style="border: none;">sewer/septic</td> <td style="border: none;">yes</td> <td style="border: none;">City of Homer</td> </tr> <tr> <td style="border: none;">electric</td> <td style="border: none;">yes</td> <td style="border: none;">Homer Electric Assn.</td> </tr> <tr> <td style="border: none;">natural gas</td> <td style="border: none;">yes</td> <td style="border: none;">Enstar</td> </tr> <tr> <td style="border: none;">telephone</td> <td style="border: none;">yes</td> <td style="border: none;">ACS</td> </tr> <tr> <td style="border: none;">cable data/TV</td> <td style="border: none;">yes</td> <td style="border: none;">GCI</td> </tr> </tbody> </table>	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
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.

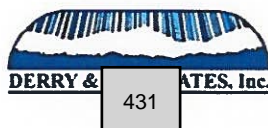
Wetlands: Yes* No
Sloping beach frontage
ID source: KPB on-line mapping

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

Taxation

Parcel No.	Assessed Value*			Annual taxes*
	land	improvmnt.	total	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

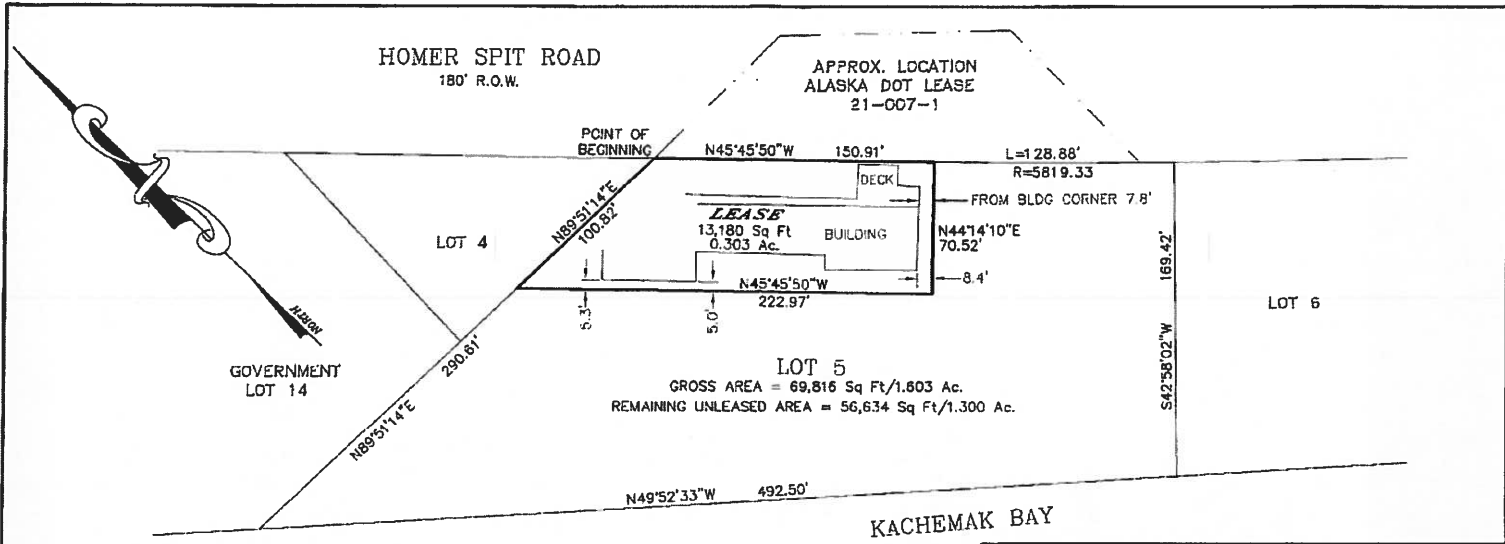
Commercial exposure/visibility: Excellent from the extensive Homer Spit Rd. frontage

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.



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.

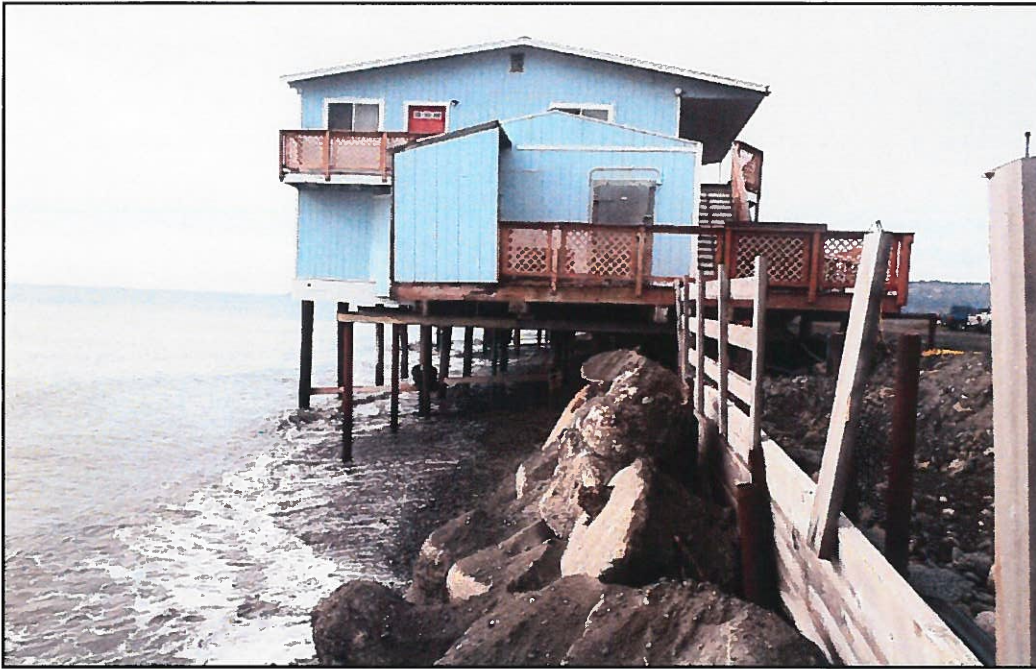


View SE from close to the parcel's north boundary. Photo was taken from near the middle of the "lot". Washing-out under the improvements has become worse in recent years. Lessee is in the process of doing major site work to try and further stabilize the erosion cutting in underneath the improvements. 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	\$19,889	\$26,348	\$26,855	\$68,106
Rent/square foot (unadjusted)	\$0.74	\$0.91	\$0.87	\$0.98	\$0.91	\$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
Size [Sq. Ft.]	22,388	15,246	13,383	12,632	24,639	34,236	31,295	129,010
Size Adjusted Rent/sq. ft.	\$0.74	\$0.86	\$0.83	\$0.88	\$0.91	\$0.81	\$0.90	\$0.61
Other Characteristics								
Street Frontage/Access adjustment	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.
Location/commercial exposure adjustment	Excellent	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Bay or Harbor Frontage adjustment	Bay frontage	Overlooks Bay	Overlooks harbor	Overlooks harbor	Overlooks harbor	None-harbor proximity	None-harbor proximity	Bay frontage
Topography/Erosion adjustment	Level-eroding beach	100% uplands	100% uplands	100% uplands	100% uplands	100% uplands	100% uplands	75%+/- uplands
Utilities Available (gas assmnts by lessee) adjustment	E,T,W/S,G	Similar	Same	Same	Same	Same	Same	Same
Zoning/Easements adjustment	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
Shape adjustment	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
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%
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				



2018

Dibble Creek Rock, Ltd.

** INVOICE **

34481 North Fork Rd.
Anchor Point, AK 99556
Phone: (907) 235-7126 Fax: (907) 235-0682

PRKSI09
8/10/18

Miscellaneous Sale

Invoice No 108294 Page 1
Invoice Date 8/24/2018
Customer No. ZZMIS01
Job ID SPORT SHED
Credit Terms Due On Receipt
PO # / Lot # 756-8080 Brenn

Date	Ticket	Qty	Description	Price	Amount
08/20/18	37744	28.01 TN	Shot Rock - Delivered	90.00	2520.90 *
08/20/18	37745	28.53 TN	Shot Rock - Delivered	90.00	2567.70 *

Thank you for your business.
**If you would like to receive invoices/statements
by email, please contact the office @ 235-7126**

Sub-Total 5088.60
Sales Tax- BST 15.00
Invoice Total 5103.60

Each payment or sum past due shall bear a late payment charge of the lessor of 1.5% per month, which is an annual percentage rate of 18%, or an amount not to exceed the highest rate permitted by law.

PAY FROM THIS INVOICE

DENNIS LEACH AND ASSOCIATES

P.O. Box 1414
HOMER, AK 99603

INVOICE

1213

(907) 235-5649

DATE 10/28/18	ORDER NO.
SHIP TO	

TO
Taber Ashment
Sport shed
Homer Spit Rd

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	
QUANTITY	DESCRIPTION			UNIT PRICE	TOTAL
	Drive Piling (steel), Set I-Beams to resupport Structure				
1	Travel Backhoe/loader			150.00	150.00
23 hrs	Backhoe loader			150.00	3450.00
28 hrs	Lead man (Dennis)			80.00	2240.00
60 hrs	Labor (General)			60.00	3600.00
	Wood beam + steel plate + 20% Mark-up				372.84
					<u>9822.84</u>
	Tax				37.50
	Kachemak Bay Construction Joint Venture See attached Invoice				<u>9860.34</u>
					<u>5450.00</u>
					<u>15,310.34</u>
request 2 Checks					
Dennis Leach + Ass. \$ 9860.34					
Kachemak Bay Const. \$ 5450.00					
Ed CK #5127					

Thanks

Dennis

604405

Lock/Strike Welding
Rt. Box 104 A
Arch Hot Point AK 99556
907-399-8488

825129
9/17/18

CUSTOMER'S ORDER NO. _____ DEPT. _____ DATE: 10-27-18

NAME: Sports Steel

ADDRESS: _____

CITY, STATE, ZIP _____

SOLD BY: _____ CASH _____ C.O.D. _____ CHARGE _____ ON ACCT. _____ MDSE RTD. _____ PAID OUT _____

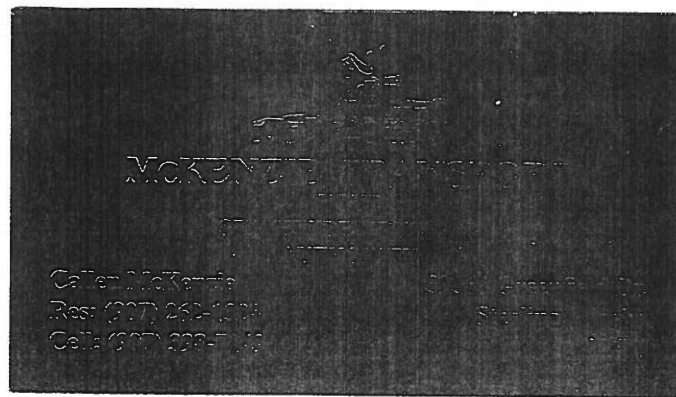
QUANTITY	DESCRIPTION	PRICE	AMOUNT
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2	10-22 S.P. 1/2" dia. 1005	500	1000
3	10-24 S.P. 1/2" dia. 1005	400	1200
4	10-25 S.P. 1/2" dia. 1005	400	1600
5	10-26 S.P. 1/2" dia. 1005	400	2000
6	10-27 S.P. 1/2" dia. 1005	500	2500
7	10-28 S.P. 1/2" dia. 1005	500	3000
8	10-29 S.P. 1/2" dia. 1005	500	3500
9	10-30 S.P. 1/2" dia. 1005	500	4000
10	10-31 S.P. 1/2" dia. 1005	500	4500
11	10-32 S.P. 1/2" dia. 1005	500	5000
12	10-33 S.P. 1/2" dia. 1005	500	5500
13	10-34 S.P. 1/2" dia. 1005	500	6000
14	10-35 S.P. 1/2" dia. 1005	500	6500
15	10-36 S.P. 1/2" dia. 1005	500	7000

RECEIVED BY: _____

Callen McKenzie
McKenzie Transport

200 ² Delivery	200 ²
4 - 20' 10" H-Beam Steel	1300 ²
10 - 8" P.j. - 160'	2000 ²
4 - 4" Dia. 5' pipe - 31'	500 ²
TOTAL	<u># 4500²</u>

PACK # 5116 10/17/18



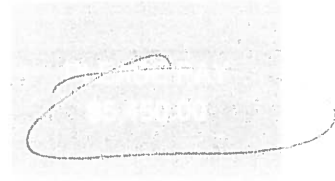
3936 Greenfield Dr.
Sterling, Alaska 99672

Callen Res # (907) 262-1328
Cell # (907) 398-7145

Kachemak Bay Construction
39340 Brenmark Rd
Homer, AK 99603
(907) 235-1329
kachemakbay@yahoo.com

CK 3129

BILL TO
Taber Ashment



ACTIVITY	QTY	RATE	AMOUNT
Gravel:Gravel 1 load of pitrun	1	280.00	280.00
Excavation:Excavation Backhoe, get tub off beach	1	350.00	350.00
Delivery of Equipment Delivery of Equipment to/ from site	1	200.00	200.00
Excavation:Excavation Excavator	16.50	200.00	3,300.00
Labor Labor	16.50	80.00	1,320.00

We know you could have chosen anyone, We truly appreciate you choosing us!

35,450

Wise Service LLC

1930 E END RD. Apt A
Homer. AK 99603-7305

8' ROKI 2487
6/11/17

Invoice

Date	Invoice.#
4/10/2017	1238

Bill To
Tabor Ashment

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
240	Dredge Gravel		0.00
15.19	DRCBC D1	16.40	249.12
0.5	TL-150 Takeuchi Skidsteer	135.00	67.50
0.5	Dump Truck	135.00	67.50
	7.5 %	7.50%	0.00
		Total	\$384.12

PA 042421 4/8/17



Tabor Ashment <seefish075@gmail.com>

Invoice 17-275 from K Martin Construction LLC

1 message

Todd Martin <toddkmartin@hotmail.com>
To: "seefish075@gmail.com" <seefish075@gmail.com>

Thu, Apr 6, 2017 at 12:17 PM

K Martin Construction LLC

Invoice Due 04/06/2017
17-275

Amount Due: **\$5,656.40**

Dear Tabor Ashment :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

K Martin Construction LLC
907-299-1217
toddkmartin@hotmail.com

Box 1807
City

Inv_17275_from_K_Martin_Construction_LLC_8196.pdf
71K

K Martin Construction LLC

P.O. Box 1807
 Homer, AK 99603
 907-299-1217

INVOICE

Customer:
The Sport Shed Tabor Ashment 3815 Homer Spit Rd #A Homer, AK 99603
seefish075@gmail.com

Invoice #	18-331
Invoice Date	4/14/2018
Due Date	4/14/2018

Job Title:	Wave Wall 2018	Location	Homer Spit
-------------------	----------------	----------	------------

Description	Quantity	Rate	Amount
4- 4" Piling Behind Slats & Along Beam	4	200.00	800.00T
3 Days Equip & 1 Day Labor		5,000.00	5,000.00T
Built New Wall Section 3 Courses Tall			
Repaired Washed Out Areas			
Added More Typar			
Lifted & Blocked Building			
Placed & Spread Sand			
Trucking & Loading Sand (Wises)		540.00	540.00T
80' Typar Behind Wall	80	1.50	120.00T
Sales Tax - Homer		37.50	37.50
KPB - Homer		0.00%	0.00

Invoice Notes: Late fee rate is 1.5% per month, 18% annually.	Subtotal	\$6,497.50
	Payments/Credits	\$0.00
	Job Total Balance	\$6,497.50

*** Please reference Invoice# on your check**

Wise Service LLC
 1930 E END RD, Apt A
 Homer, AK 99603-7305

*pd ok 5130
 11/5/18*

Invoice

Date	Invoice #
8/29/2018	1875

Bill To
Tabor Ashment <i>P.O. Box 3114 Homer, AK 99603-3114</i>

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
6	TL150	65.00	390.00
7	DCRBC Pit Run	10.70	74.90
0.25	Dump Truck	135.00	33.75
	7.5 %	7.50%	0.00
<i>SKister, binnet</i>			
Total			\$498.65



East Road Services, Inc.

33740 Jones Dr
HOMER, AK 99603

Invoice

No. 18770

Bill To

Tabor Ashment
3815 Homer Spit Rd #A
Homer, Alaska 99603

Date	12/31/2018
Terms	Due on receipt
Purchase Order #	

Quantity	Description	Rate	Amount
2	lds Large Rocks delivered by Troy	600.00	1,200.00
	Homer City Tax on 1st \$500 of sale	37.50	37.50

*Thank you for your business! 1.5% late fee on past due 30 days.
If payment is made by check, your check is your receipt.
We charge a \$25.00 NSF return check charge.*

We impose a surcharge of 2.27% on credit card payments. This is not greater than our cost of acceptance. Debit and Prepaid cards exempt.

Subtotal	\$1,237.50
Sales Tax (0.0%)	\$0.00
Total	\$1,237.50
Payments/Credits	\$0.00
Amount Due	\$1,237.50

ADDITIONAL CONTACT INFO:

p. 907.235.6574 / f. 907.226.2091

office@eastroadservices.com

www.eastroadservices.com

CLANVILLE GRAVEL
41420 Sterling Hwy.
Homer, Alaska 99603

PAck 5082
8/16

360971

date
8-16-18

quantity	description	price	amount
12 yd	pit run #9	108	108
	1.5 hr	125	187.50
	tax		22.16
			317.66

received by _____
adams keep this slip for reference DC5808UV

CLANVILLE GRAVEL
41420 Sterling Hwy.
Homer, Alaska 99603

360974

date
8-24-18

quantity	description	price	amount
12 yd	pit run	9	108
	1.5 hr	125	187.50
	tax		22.16
			317.66

received by _____
adams keep this slip for reference DC5808UV

SeaFish Business Expense

2019

Building Repair Cost

1/7 Kachemak Bay Construction Inv. 1047 \$ 2,809.²⁵
CK# 5140

1/9 McKenzie Transport - steel I beams, Pipe \$ 3,200.⁰⁰
CK# 5143

1/11 LM Services - Lucky Strike Welding Inv 604406 \$ 2,680.⁰⁰
CK# 5144

1/29 Kachemak Bay Construction - Inv 1192 \$ 10,612.⁰⁰
CK# 5147

1/29 Dibble Creek Rock via C. Cash \$ 6,685.97
VISA

1/29 Troy Jones - Rock (East End Road Service) \$ 1,237.⁵⁰

Total \$ 27,224.⁷²

Dibble Creek Rock, Ltd.

34481 North Fork Rd.
 Anchor Point, AK 99556
 Phone: (907) 235-7126 Fax: (907) 235-0682

PA C Card 1/22/19

** INVOICE **

Miscellaneous Sale

Invoice No 109364 Page 1
 Invoice Date 1/22/2019
 Customer No. ZZMIS01
 Job ID SPORT SHED
 Credit Terms Due On Receipt

PO # / Lot # TABOR 299-1162

Date	Ticket	Qty	Description	Price	Amount
01/17/19	40696	27.24 TN	Shot Rock - Delivered	90.00	2451.60 *
01/17/19	40696	27.24 TN	Winter Charge Gravel TON	1.50	40.86 *
01/17/19	40697	27.97 TN	Shot Rock - Delivered	90.00	2517.30 *
01/17/19	40697	27.97 TN	Winter Charge Gravel TON	1.50	41.96 *
01/18/19	40702	17.12 TN	Gabion Rock 4-12"-BC	24.70	422.86 *
01/18/19	40702	0.75 H	Dump Truck	135.00	101.25 *
01/18/19	40702	17.12 TN	Winter Charge Gravel TON	1.50	25.68 *
01/18/19	40703	17.39 TN	Gabion Rock 4-12"-BC	24.70	429.53 *
01/18/19	40703	0.75 H	Dump Truck	135.00	101.25 *
01/18/19	40703	17.39 TN	Winter Charge Gravel TON	1.50	26.09 *
01/18/19	40704	15.70 TN	Gabion Rock 4-12"-BC	24.70	387.79 *
01/18/19	40704	0.75 H	Dump Truck	135.00	101.25 *
01/18/19	40704	15.70 TN	Winter Charge Gravel TON	1.50	23.55 *

Thank you for your business.
 **If you would like to receive invoices/statements
 by email, please contact the office @ 235-7126**

Sub-Total 6670.97
 Sales Tax- BST 15.00
 Invoice Total 6685.97

Each payment or sum past due shall bear a late payment charge of the lessor of 1.5% per month, which is an annual percentage rate of 18%, or an amount not to exceed the highest rate permitted by law

PAY FROM THIS INVOICE

451

PK 5147
1/29/19

Kachemak Bay Construction
39340 Brenmark Rd
Homer, AK 99603
(907) 235-1329
kachemakbay@yahoo.com

BILL TO
Taber Ashment



ACTIVITY	QTY	RATE	AMOUNT
Labor Labor 1/8/19 delivery and unloading I beams and steel on site	2	45.00	90.00
Labor Labor 1/11/19 Set ramp and pickup concrete slabs	5.50	45.00	247.50
Labor Labor 1/14/19 Drive pilings	6	45.00	270.00
Labor Labor 1/15/2019 Mount main beam under building	7	45.00	315.00
Labor Labor 1/16/2019 Place other beams under building	6	45.00	270.00
Labor Labor 1/17/22019 Drive pilings and put concrete slabs in place	7.50	45.00	337.50
Labor Labor 1/18/2019 Dig up parking lot to pull wall back	8	45.00	360.00
Labor Labor 1/19/2019 Set concrete blocks and finish backfill	4		0.00
Excavation:Excavation Excavation	46	175.00	8,050.00
Misc Materials Pipe- 3 1/2 x 124 Lf	124	3.00	372.00
Delivery of Equipment Delivery of Equipment to/ from site	1	300.00	300.00

We know you could have chosen anyone, We truly appreciate you choosing us!

Total \$10,612.00

2,809.25
300⁰⁰

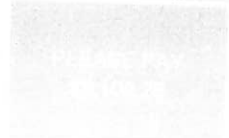
Paid CK 534
Paid CK 2816

1/7/19

Kachemak Bay Construction
39340 Brenmark Rd
Homer, AK 99603
(907) 235-1329
kachemakbay@yahoo.com

Invoice 1047

BILL TO
Taber Ashment



December 11, 13, 15, 16, 18, 19, 20, 22, 30

Gravel:Gravel	1	1,759.25	1,759.25
Gravel and rock to spit 1/1/19			
Labor	6	175.00	1,050.00
Equipment			

We know you could have chosen anyone. We truly appreciate you choosing us!

33,109.25

THANK YOU

about:blank

1/7/2019

BARCODE# XXXXXXXXXXXXX0220

MID: ***3930

APP: 05396D

XR: 262289

453

X

Received By

Kachemak Bay Construction
39340 Brenmark Rd
Homer, AK 99603
(907) 235-1329
kachemakbay@yahoo.com

Invoice 1047

BILL TO
Taber Ashment

DATE
01/04/2019

PLEASE PAY
\$0.00

DUE DATE
02/03/2019

ACTIVITY	QTY	RATE
Excavation: Snow plowing / Sanding Snow Plow and/or Sanding December 11, 13, 15x2, 18, 19x2, 20, 22, 30	10	30.00
Gravel: Gravel Gravel and rock to spit 1/1/19	1	1,759.25
Labor Equipment	6	175.30

300.00 → AMOUNT 300.00 CK # 2816

2809.25 < 1,759.25 1,050.00 3,109.25 CK # 5140

PAID

We know you could have chosen anyone, We truly appreciate you choosing us!

PAYMENT

TOTAL DUE

\$0.00

THANK YOU



Tabor Ashment <seefish075@gmail.com>

Fwd: Invoice 1047 from Kachemak Bay Construction

1 message

Esther Webb <estherjeremiah29.11@gmail.com>
To: Tabor Ashment <seefish075@gmail.com>

Sat, Jan 5, 2019 at 10:44 AM

Sent from my iPhone

Begin forwarded message:

From: "Kachemak Bay Construction" <quickbooks@notification.intuit.com>
Date: January 4, 2019 at 5:13:48 PM AKST
To: estherjeremiah29.11@gmail.com
Subject: Invoice 1047 from Kachemak Bay Construction
Reply-To: kachemakbay@yahoo.com

Kachemak Bay Construction

Dear Tabor Ashment,

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!

Kachemak Bay Construction

INVOICE 1047

DUE 02/03/2019

\$3,109.25

455

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 c 457 ment to future capital investment;

To: Mayor Castner and Homer City Council
From: Scott Smith, Homer Planning Commission
Date: September 3, 2020
Subject: Planning Commission Report for City Council Meeting

The City of Homer Planning Commission met virtually in a scheduled meeting via Zoom on September 2. Those attending included Commissioners Highland, Bentz, Davis, Venuti and Smith. Commissioners Petska-Rubalcava and Barnwell were excused. We welcomed back City Planner Abboud. A member of the public was present as were the applicants for CUP 20-14. There was no work session.

Agenda and Consent Agenda were approved without discussion.

We processed CUP 20-14 to allow for a “second mobile home.” Discussion was heard by the commissioners, the applicants, a Lay-down and a member of the public about the nature of the structure being added to the property: was it a mobile home by definition? The Commission ruled against the CUP unanimously due to findings that this structure did not fit the definition of a mobile home. Commissioner Bentz introduced Code which supported the applicants’ desires and also aligned with the CDM. This language described the structure as an Additional Dwelling Unit. As a result, the Commission directed the applicants to continue conversation with the Planning Office with the hope that their desires could be fulfilled under the new language.

Staff Report 20-60, to forward the Draft Ordinance creating a Medical Zoning District to City Council, was heard and discussed. Commissioner Highland offered a “no” vote and disclosed she was doing so due to the building height limit of 65’. Commissioners Venuti, Bentz, Smith and Davis offered a “yes” vote. Commissioner Davis offered that he voted “yes” to move the issue forward, but was also opposed to the 65’ building height as it is presented in the suggested Code.

Staff Report 20-61 was heard and unanimously passed to allow for a Re-plat Preliminary Plat of Guy Waddell Subd. No. 3 June’s Addn. Lot 1-E, to divide one lot into two.

During Closing Comments, a member of the audience encouraged that all discussion remain positive during the process of working through a topic and that processing difficult matters, such as Lay-downs, is part of the process. Two Commissioners encouraged the same.

A Commissioner offered that with the discussion around CUP 20-14, it would be good to evaluate whether or not we think having language that supports the development of new trailer parks and certain types of household structures is desired for Homer’s development.

Our next Planning Commission meeting will be held virtually by Zoom on September 16, 2020 at 6:30 p.m.

**CITY OF HOMER
PUBLIC HEARING NOTICE
CITY COUNCIL MEETING**

**Ordinances 20-51, 20-52, 20-53, 20-54, 20-56, 20-57
Tasmania Court Water Improvement Special Assessment District**

A **public hearing** is scheduled for **Monday, September 14, 2020** during the Regular City Council Meeting. The meeting begins at 6:00 p.m. via a Zoom webinar at zoom.us or Telephone Dial 1-669-900-6833 or 1-253-215 8782; (Toll Free) 888-788-0099 or 877- 853-5247; use Webinar ID: 205 093 973 and Password: 610853

Tasmania Court Water Improvement Special Assessment District

Ordinance 20-51, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating Funds in the Amount of \$7,049 from the Police CARMA Fund for Traffic Calming Improvements on Kachemak Drive. City Manager/Police Chief.

Ordinance 20-52, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing Expenditure of \$25,000 from the HART Road Fund for and On-Call Services Contract with the Homer Soil and Water Conservation District. City Manager/Public Works Director.

Ordinance 20-53, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code 21.05.030 Measuring Heights to Exclude Elevator Shafts when Measuring the Height of a Building. Planning Commission.

Ordinance 20-54, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating \$45,000 from the HART Trails Fund for Completion of the Poopdeck Trail. Venuti.

Ordinance 20-56, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing the Expenditure of \$550,000 from the Water Depreciation Fund for Designated Urgent Projects. City Manager/Public Works Director.

Ordinance 20-57, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing the Expenditure of \$484,900 from the Sewer Depreciation Fund for Designated Projects in the 2020 Sewer Capital Improvement Plan. City Manager/Public Works Director.

**Copies of proposed Ordinances in entirety, are available for review online at <https://www.cityofhomer-ak.gov/ordinances>, and will be provided by request at the Homer City Clerk's Office while City Offices are closed to the public during this COVID-19 pandemic. Contact the Clerk's Office at City Hall if you have any questions. 235-3130, Email: clerk@ci.homer.ak.us

Melissa Jacobsen, MMC, City Clerk
Ad 20-074 Publish 09.10.20

CLERK'S AFFIDAVIT OF POSTING

I, Melissa Jacobsen, City Clerk for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for:

Tasmania Court Water Improvement Special Assessment District

Ordinance 20-51, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating Funds in the Amount of \$7,049 from the Police CARMA Fund for Traffic Calming Improvements on Kachemak Drive. City Manager/Police Chief.

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was published in the Homer News September 10, 2020 posted at City Hall and the Homer Public Library on September 11, 2020, and posted on the City website on September 4, 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 11th day of September, 2020



Melissa Jacobsen, MMC, City Clerk



June 16, 2020

To: Homer City Council
491 East Pioneer Ave.
Homer, AK 99603

Re: Tasmania Court Special Assessment District (SAD) for Water Service

Dear Members of the Homer City Council,

Sufficient interest exists by the landowners of East and West Tasmania Courts in Homer, Alaska for the expansion of city water service under the current Special Assessment District (SAD) rules. This was observed in the initial survey that was circulated by the city to the landowners in March, 2020. It was our request, however, that the extent of the project was limited to Tasmania East and West Courts with water service provided from the southern end of South Slope Drive. Our request for the SAD *did not include* the portion of South Slope Drive between Tasmania courts and Shellfish Ave. This portion adds extensive length and cost to the project without benefit to those interested. Only one lot would be serviced by this extension and is owned by Graber (Barnett's S Slope Subd Lot 1, Blk 2). Graber is not interested receiving city water to this lot. Additionally, we have been assured by Homer Public Works Director Mr. Meyer and contracted engineer Mr. Bishop that adequate water pressure exists to proceed with water service from the south end of South Slope Drive to Tasmania East/West Cts.

It is our understanding that the City has an interest in a transmission water line on South Slope Drive between the section of Tasmania Courts and Shellfish Ave.. This line would have no residential service capability but does add continuity and reliability of service to the entire City of Homer. While we applaud the city for improving its system, a project of this nature should fall entirely to the city's responsibility and not the landowners of the proposed SAD.

Time is of the essence for this project with available city funds for SAD's being extremely limited. **We kindly ask that you amend the proposed SAD for Tasmania Court to reflect our original request of supplying city water service only to Tasmania East and West Courts and to include only that portion of South Slope Drive (South of Tasmania Courts) necessary to connect the new city water line to that recently placed in phase one of the Quiet Creek development.**

Sincerely, *P.O. Box 741 Homer AK 99603*
4526 S. Slope Drive Homer AK 99603

Judith A Woods

JAW

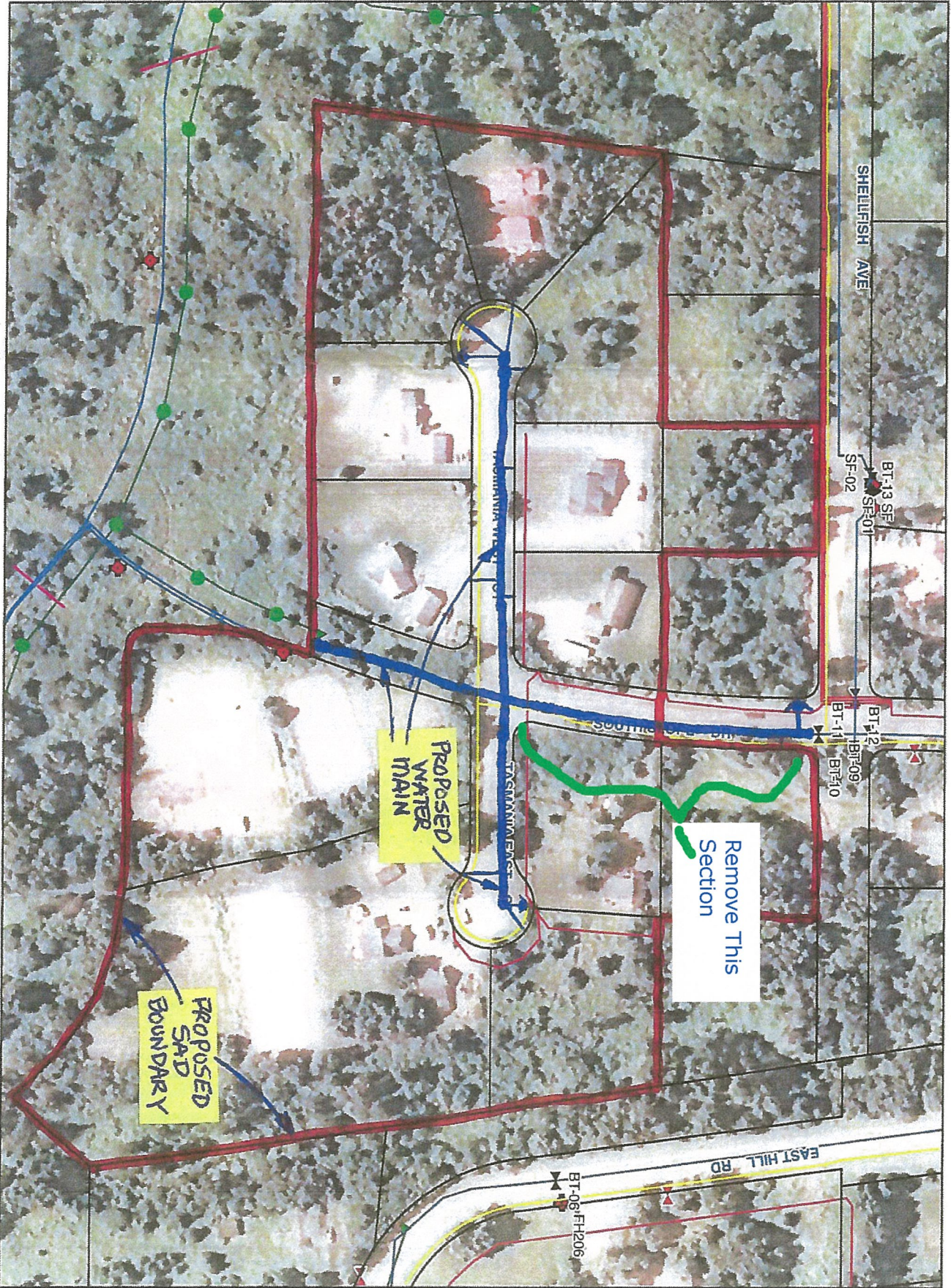
Name *907-244-8651*

Signature

Barnett's S Slope Subd Lot 2, Blk 2 & Barnett's S Slope Subd Lot 4, Blk 2

TASMANIA COURT SAD WATER IMPROVEMENTS

1 inch = 150 feet



JUL 01 2020 PM 04:25 *Re*
June 16, 2020

To: Homer City Council
491 East Pioneer Ave.
Homer, AK 99603

Re: Tasmania Court Special Assessment District (SAD) for Water Service

Dear Members of the Homer City Council,

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Sincerely,

Jeannie Chandler
Dave Sjostedt

Name

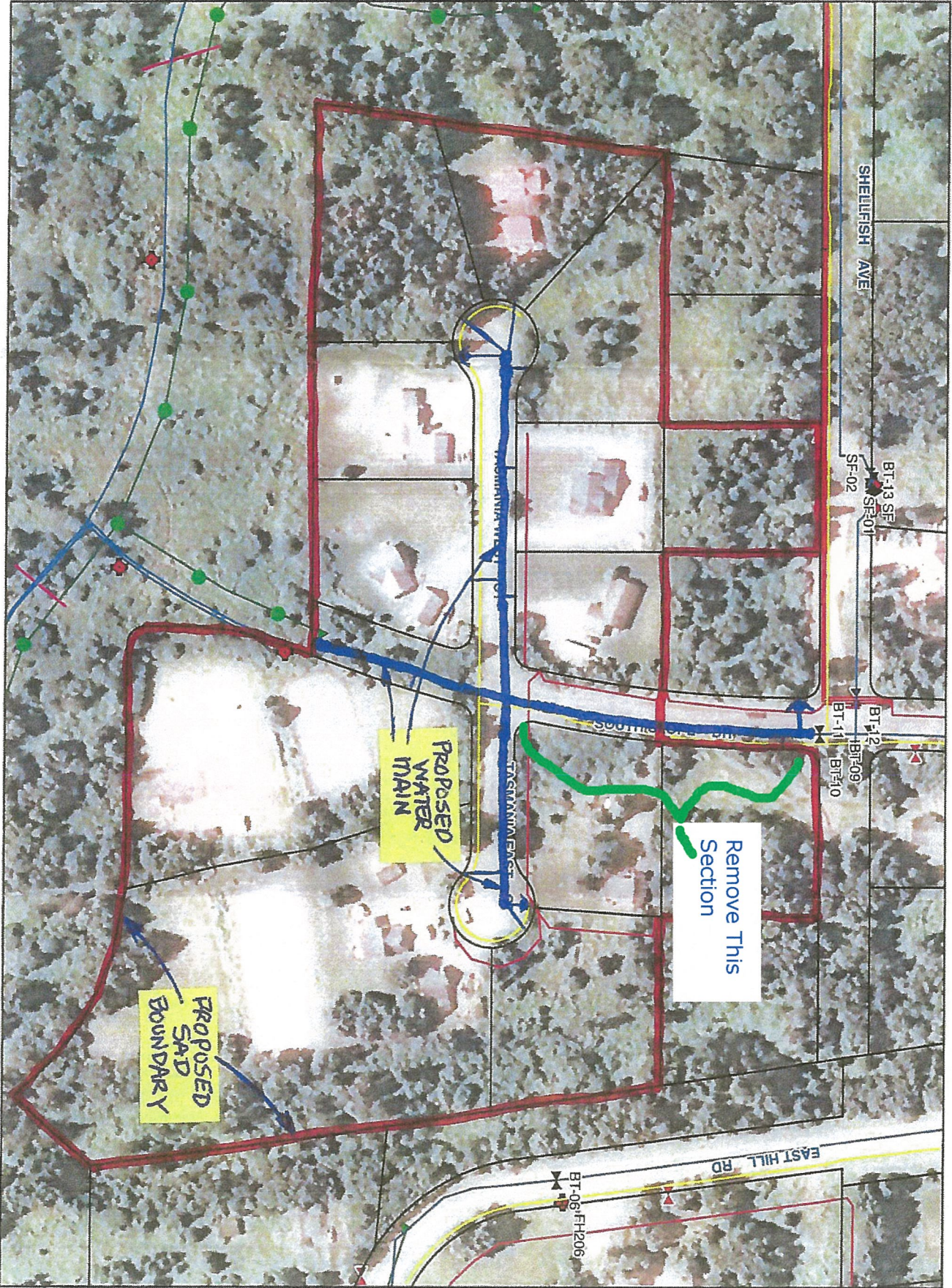
Jeannie Chandler
Dave Sjostedt

Signature

Barnett's S Slope Subd Lot 11, Blk 1

TASMANIA COURT S&D WATER IMPROVEMENTS

1 inch = 150 feet



For Rene Kraus
to distribute to all
Council Members.
Thank You.

June 16, 2020

To: Homer City Council

491 East Pioneer Ave.

Homer, AK 99603

Re: Tasmania Court Special Assessment District (SAD) for Water Service

Dear Members of the Homer City Council,

Sufficient interest exists by the landowners of East and West Tasmania Courts in Homer, Alaska for the expansion of city water service under the current Special Assessment District (SAD) rules. This was observed in the initial survey that was circulated by the city to the landowners in March, 2020. It was our request, however, that the extent of the project was limited to Tasmania East and West Courts with water service provided from the southern end of South Slope Drive. Our request for the SAD *did not include* the portion of South Slope Drive between Tasmania courts and Shellfish Ave. This portion adds extensive length and cost to the project without benefit to those interested. Only one lot would be serviced by this extension and is owned by Graber (Barnett's S Slope Subd Lot 1, Blk 2). Graber is not interested receiving city water to this lot. Additionally, we have been assured by Homer Public Works Director Mr. Meyer and contracted engineer Mr. Bishop that adequate water pressure exists to proceed with water service from the south end of South Slope Drive to Tasmania East/West Cts.

It is our understanding that the City has an interest in a transmission water line on South Slope Drive between the section of Tasmania Courts and Shellfish Ave.. This line would have no residential service capability but does add continuity and reliability of service to the entire City of Homer. While we applaud the city for improving its system, a project of this nature should fall entirely to the city's responsibility and not the landowners of the proposed SAD.

Time is of the essence for this project with available city funds for SAD's being extremely limited. **We kindly ask that you amend the proposed SAD for Tasmania Court to reflect our original request of supplying city water service only to Tasmania East and West Courts and to include only that portion of South Slope Drive (South of Tasmania Courts) necessary to connect the new city water line to that recently placed in phase one of the Quiet Creek development.**

Sincerely,

William Marley / Erica Marley

Name

W. Jay Marley / Erica Marley

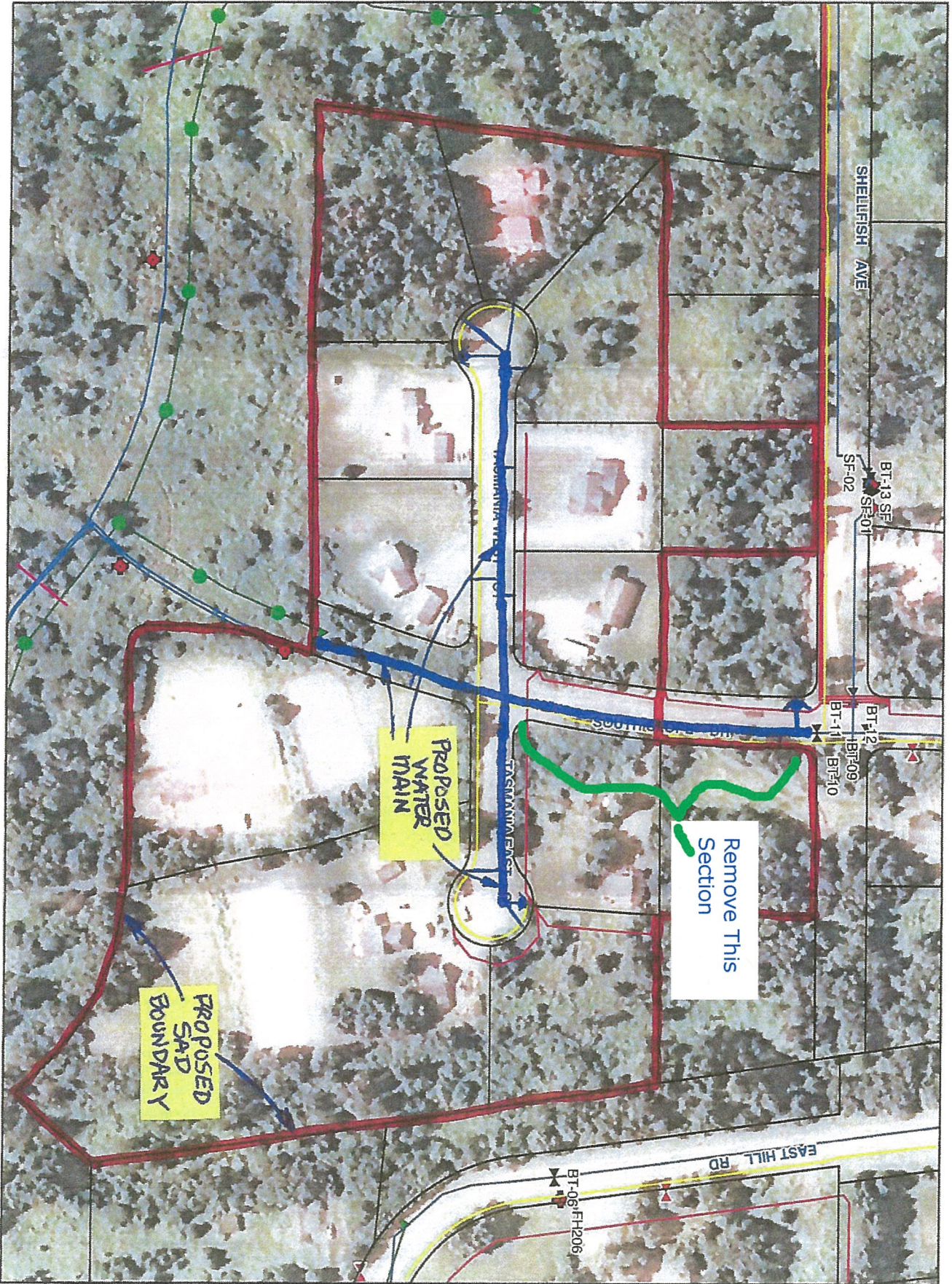
Signature

Barnett's S Slope Subd Lot 12, Blk 1 & Barnett's S Slope Subd Lot 13, Blk 1

(two Lots)

TASMANIA COURT SAD WATER IMPROVEMENTS

1 inch = 150 feet



June 16, 2020

To: Homer City Council
491 East Pioneer Ave.
Homer, AK 99603

Re: Tasmania Court Special Assessment District (SAD) for Water Service

Dear Members of the Homer City Council,

Sufficient interest exists by the landowners of East and West Tasmania Courts in Homer, Alaska for the expansion of city water service under the current Special Assessment District (SAD) rules. This was observed in the initial survey that was circulated by the city to the landowners in March, 2020. It was our request, however, that the extent of the project was limited to Tasmania East and West Courts with water service provided from the southern end of South Slope Drive. Our request for the SAD *did not include* the portion of South Slope Drive between Tasmania courts and Shellfish Ave. This portion adds extensive length and cost to the project without benefit to those interested. Only one lot would be serviced by this extension and is owned by Graber (Barnett's S Slope Subd Lot 1, Blk 2). Graber is not interested receiving city water to this lot. Additionally, we have been assured by Homer Public Works Director Mr. Meyer and contracted engineer Mr. Bishop that adequate water pressure exists to proceed with water service from the south end of South Slope Drive to Tasmania East/West Cts.


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Sincerely,

Elizabeth Graber

Michael Hawfield



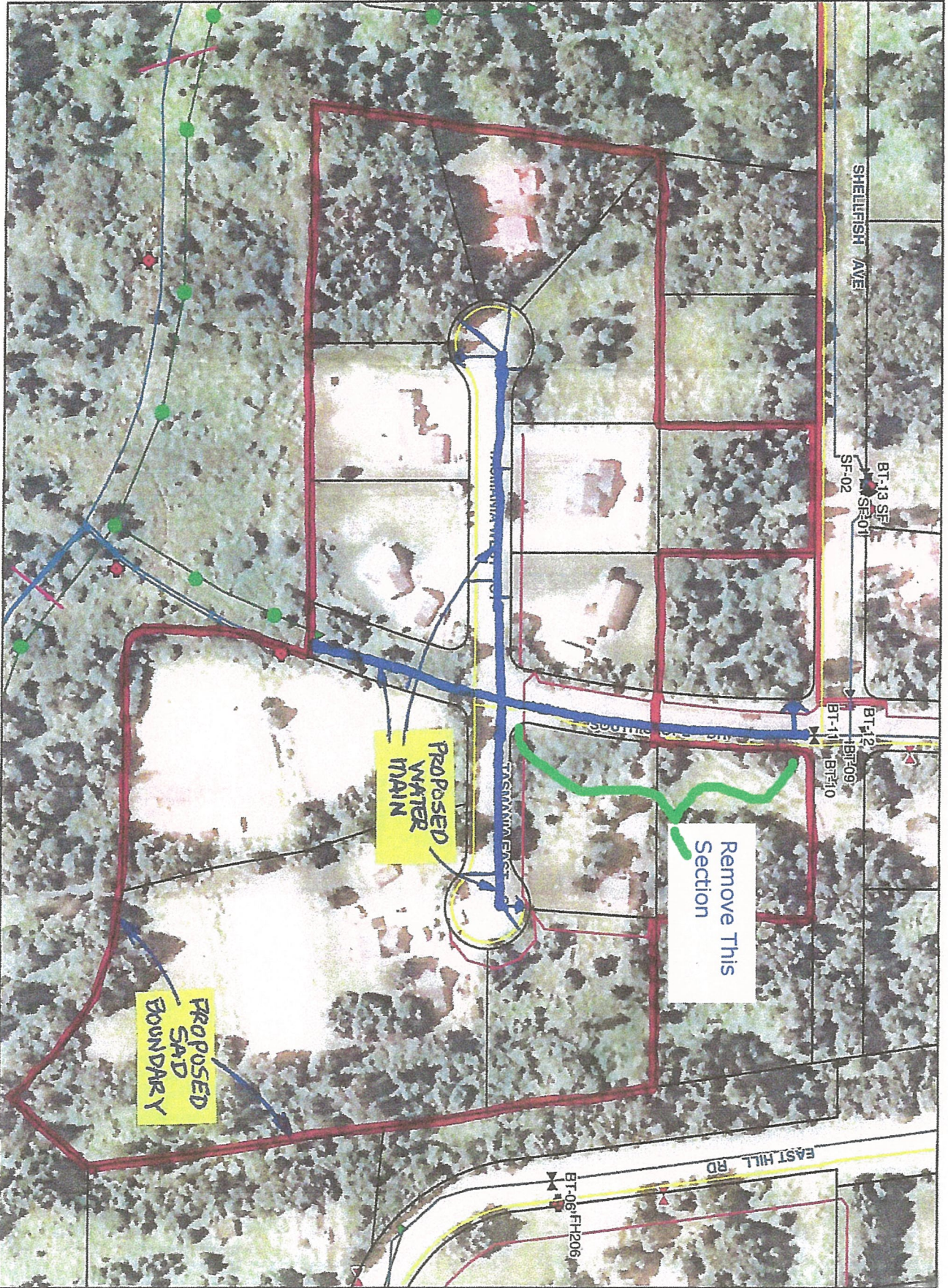
Name

Signature

Barnett's S Slope Subd Lot 1, Blk 2

TASMANIA COURT SAD WATER IMPROVEMENTS

1 inch = 150 feet



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491 East Pioneer Ave.
Homer, AK 99603

Re: Tasmania Court Special Assessment District (SAD) for Water Service

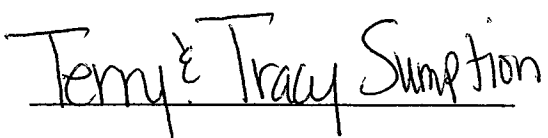
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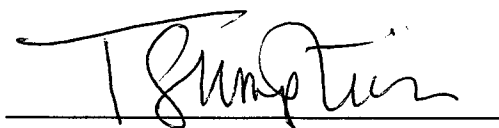
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Sincerely,



Name

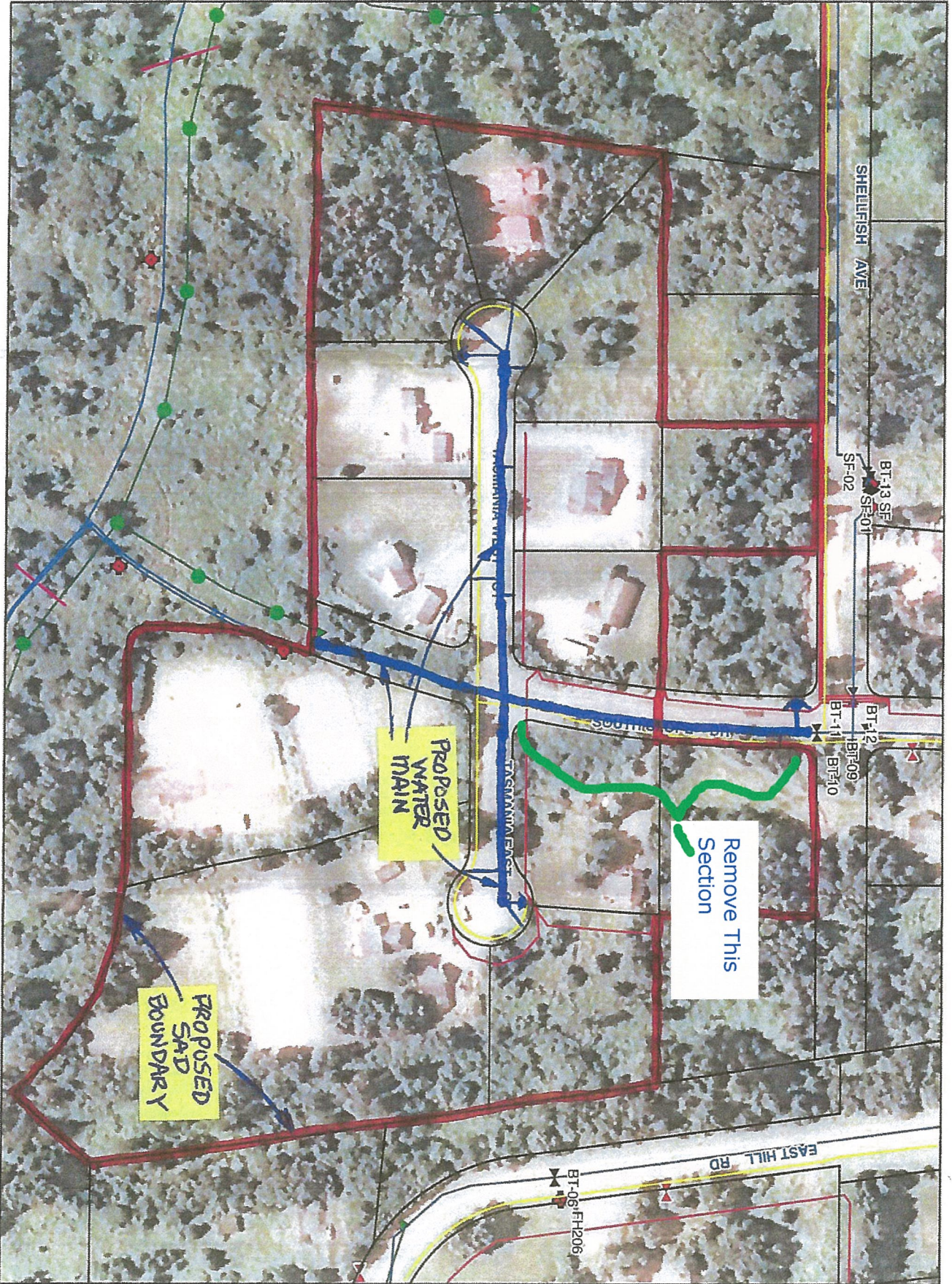


Signature

Barnett's S Slope Subd Lot 17, Blk 1

TASMANIA COURT SAD WATER IMPROVEMENTS

1 inch = 150 feet



CITY OF HOMER
PROPERTY OWNER'S
STATEMENT OF OBJECTION
TO SPECIAL ASSESSMENT DISTRICT

SPECIAL ASSESSMENT DISTRICT: **Tasmania Court Water Improvement Special Assessment District**

I/we affirm that I/we are the owner(s) of the following lots in the Special Assessment District
(give legal description):

_____ T 6S R 13W SEC 17 Seward Meridian HM 0770061 BARNETT'S _____
SOUTH SLOPE SUB LOT 1 BLK 2
_____ KPB#17702046 _____

I/We object to the Tasmania Court Water Improvement Special Assessment District.

Reasons/Comments: In accordance with the letter we and our neighbors sent to City Council on June 16, 2020, we object to inclusion of Lot 1, Blk 2 of the Barnett S. South Subdivision in the proposed East/West Tasmania Court Water Improvement Special Assessment District for the following reasons: 1) We are not interested in water service to this lot as we already have city water service to our residence on Lot 4, Block 3 of Barnett S. Slope Subdivision, and 2) We have no intention of developing or selling Lot 1 Blk 2 and cannot vacate the lot line due to the plat of the eastern part of Shellfish Drive. We do, however, support the petition of our neighbors who seek city water service along East and West Tasmania Court by connecting to the city water line recently installed to provide service to Phase I of the Quiet Creek development. According to Public Works Director Cary Meyers and Engineer Bishop, there would be sufficient water pressure to do this, and the overall cost would be less.

PROPERTY OWNER'S PRINTED NAME, SIGNATURE, AND DATE:

F. Elizabeth Graber *F. Elizabeth Graber* 8.3.2020
(Print Name) (Signature) (Date)

MICHAEL HAWFIELD *Michael Hawfield* 8/3/2020
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

NOTE: PLEASE MAKE SURE THAT ALL THE PROPERTY OWNERS OF RECORD PRINT, SIGN, AND DATE THIS DOCUMENT. IF YOU HAVE MORE THAN ONE LOT PLEASE NOTE THIS ON THIS FORM WHEN YOU RETURN IT. OBJECTIONS WILL APPLY ONLY TO THOSE LOTS NAMED ON THIS FORM.

TO FILE AN OBJECTION COMPLETE THIS FORM AND RETURN IT TO THE OFFICE OF THE CITY CLERK NO LATER THAN THE DAY BEFORE THE DATE OF THE SCHEDULED PUBLIC HEARING.

City of Homer
Office of the City Clerk
491 E. Pioneer Avenue
Homer, Alaska 99603

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-51

An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating Funds in the Amount of \$7,049 from the Police CARMA Fund for Traffic Calming Improvements on Kachemak Drive.

Sponsor: City Manager/Police

1. City Council Regular Meeting August 24, 2020 Introduction
 - a. Memorandum 20-120 from Police Chief as backup
2. City Council Regular Meeting September 14, 2020 Public Hearing and Second Reading
 - a. Memorandum 20-120 from Police Chief as backup

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

3 City Manager/Police

4 **ORDINANCE 20-51**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING THE 2020 CAPITAL BUDGET BY APPROPRIATING
8 FUNDS IN THE AMOUNT OF \$7,049 FROM THE POLICE CARMA
9 FUND FOR TRAFFIC CALMING IMPROVEMENTS ON KACHEMAK
10 DRIVE.

11
12 WHEREAS, The Homer Police Department has recommended speed radar signs be
13 installed on Kachemak Drive year round due to consistent speeding violations in the area; and
14

15 WHEREAS, Although Kachemak Drive is a State-maintained road, the Alaska State
16 Troopers will not normally do traffic enforcement in City of Homer limits as a matter of routine;
17 and
18

19 WHEREAS, The City has been developing traffic calming protocols to address direction
20 given in Memorandum 19-153; and
21

22 WHEREAS, Speed radar signs are proven to be a very effective traffic calming measure
23 since they display the speed limit and flash the speed of any speeding vehicles as they
24 approach; and
25

26 WHEREAS, Speed radar signs also provide an alternative to using either staff time to
27 patrol the area or the speed monitoring unit to collect data; and
28

29 WHEREAS, Installing the speed radar signs on Kachemak Drive will provide Homer
30 Police with traffic data analysis useful in helping the City quantify the speeding problem in the
31 area and plan patrol times directed at high traffic flow times; and
32

33 WHEREAS, Homer Police will pursue grant opportunities in the future to secure more
34 speed radar signs that can be used for other locations in town and for deployment to problem
35 areas as the need arises.
36

37 NOW, THEREFORE, The City of Homer Ordains:
38

39 Section 1: The FY 2020 capital budget is hereby amended by appropriating funds in the
40 amount of \$7,049 from the Police CARMA fund for the purpose of traffic calming improvements
41 on Kachemak Drive:
42

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Account No.	Description:	Amount:
156-0394	Speed Radar Signs	\$7,049

Section 2: This is a budget amendment ordinance, is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 14th day of September, 2020.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:
NO:
ABSTAIN:
ABSENT:

First Reading:
Public Hearing:
Second Reading:
Effective Date:

Reviewed and approved as to form.

Robert Dumouchel, City Manager

Michael Gatti, City Attorney

Date:_____

Date:_____



City of Homer

www.cityofhomer-ak.gov

Police Department

4060 Heath Street
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

(f) 907-235-3151

Memorandum 20-120

TO: Rick Abboud, Acting City Manager
FROM: MARK ROBL, CHIEF OF POLICE
DATE: August 7, 2020
SUBJECT: Traffic calming device purchase

We have a speeding problem on Kachemak Drive. Recent surveys of vehicle speeds in the area reveal a speeding rate of approximately 20%. Speeding vehicles are those travelling more than 10mph over the limit in the area. Some vehicles have been recorded at over 60mph in the area.

We have followed our policy for speeding problems and have responded with increased patrols. We will soon begin targeted speed enforcement on Kachemak Drive with some officers on overtime in an organized patrol format. It is difficult for us to consistently conduct speed enforcement anywhere in the summer due to our high activity levels.

Last year we started work on a response plan for speeding complaints in Homer. Part of the plan involves traffic calming measures. Radar speed signs are proven as very effective traffic calming measures. These are the electronic signs posted in the area that display the speed limit and flash the speed of any speeding vehicles as they approach. These signs can be easily moved from one problem area to another.

Attached is a quotation for two of the units and a description of how they function. After researching these, I like the Evolis signs because they can display custom messages and provide traffic data analysis useful in helping us to quantify the speeding problem in the area and plan patrol times directed at high traffic flow times.

I request we obtain the funding and permission from council to purchase two Evolis radar speed signs for \$7049. I intend to pursue grant funding for more of these signs when the opportunity arises. Having enough to target various areas in town at the same time should help to improve our public safety.

ELAN CITY
 10-34 44th Drive
 Long Island City, NY 11101
 United States
 Phone : (646) 878-6259
 Fax : (646) 770-3906
 Email: sales@elancity.net

Shipping address:
 Homer Police Department
 4060 Heath St
 HOMER, AK 99603
 United States

Invoice address:
 Homer Police Department
 4060 Heath St
 HOMER, AK 99603
 United States

Homer Police Department
4060 Heath St
HOMER, AK 99603
United States

Tel: +19072353150
 Fax: +19072353151

Quote N° SO4434

Customer Reference	Quote Date	Contact	Terms of payment		
	07/29/2020	CAUSINO BARRE Carrie			
Description	QTY	Each	Disc.(%)	Ext. price	
[01112] 14" Solar Evolis Radar Speed Sign EVOLIS Radar Speed Sign with Programmable Message Display; Internal Solar Power Regulator; Traffic Data Collection + Analysis Software with NO Subscription Fee; Bluetooth & Smartphone App; Mounting Kit (Mounting bar)	2.00 Unit(s)	3,250.00	0.00	\$ 6,500.00	
[028] 12V 22Ah Battery 12V 22Ah Battery	4.00 Unit(s)	100.00	100.00	\$ 0.00	
[0223] 80W solar panel with mounting kit and connection cables	2.00 Unit(s)	500.00	100.00	\$ 0.00	
[028] 12V 22Ah Battery 12V 22Ah Battery	4.00 Unit(s)	100.00	0.00	\$ 400.00	
[029] Battery 12V Charger	1.00 Unit(s)	150.00	0.00	\$ 150.00	
[99900] Discount TPS20 .	1.00 Unit(s)	-1,001.00	0.00	\$ -1,001.00	
Delivery Charge	1.00 Unit(s)	1,000.00	0.00	\$ 1,000.00	
Total:				\$ 7,049.00	
Taxes:				\$ 0.00	
Total:				\$ 7,049.00	

.....TO PLACE AN ORDER, PLEASE COMPLETE THE FOLLOWING:

Title: _____ Name (First, Last): _____

Check this box:

I have read, understood and agree to the terms of the Elan City Inc. :

"General Terms of Sales and Delivery - WARRANTY."

Signature: _____

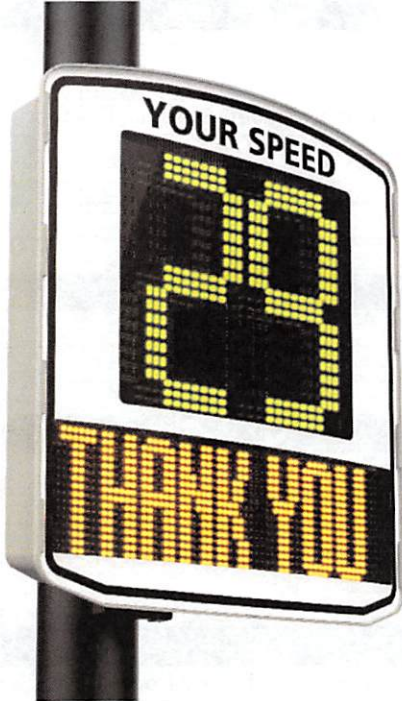
Phone : (646) 878-6259 | Fax : (646) 770-3906 | Email : sales@elancity.net | Website : www.elancity.net

Bank data : First American Bank, 700 Busse Road, Elk Grove Village, IL 60007

Swift : FAMBUS44 / ABA : 071922777

The EVOLIS Radar Speed Sign

...Portable, Affordable and EXTREMELY Effective



The portable, pole-mounted **EVOLIS Radar Speed Sign** is the ideal traffic-calming tool for any traffic scenario and environment. At only 19lbs, constructed from robust ABS Injection Molded Resin, the Evolis RSS was ingeniously designed for easy portability and product longevity.

The superior Doppler radar technology incorporated within the Evolis Radar Speed Sign offers an extended vehicle detection range of over 1,000 feet. The high visibility of the 14" speed digits, enabled by 3 rows of ultra-bright, tri-color, LEDs combined with the simultaneous display of programmable messages, helps correct driver behavior with an average **decrease of 25% in overall speed!**

The EVOLIS RSS is available as a battery-operated or solar-powered, full-option package, including all the necessary power accessories for immediate functionality. Each pack also includes bi-directional traffic data collection and comprehensive traffic analysis software, elevating the EVOLIS Radar Speed Sign from an effective traffic calming device to **an indispensable ally in speed infraction prevention and enforcement.** This sophisticated service has **NO** subscription fees and the updates are entirely **FREE** for life!

The GLOBAL favorite!

**13,000+ EVOLIS Radar Speed Signs installed in
8,000+ communities WORLDWIDE!**

Each Package Includes:

- ✓ 28"X 28" Evolis Radar Speed Sign (2 power choices)
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- ✓ Customizable message display
- ✓ Bi-directional traffic data collection
- ✓ Comprehensive analysis & configuration software
- ✓ FREE updates & NO subscription fees!
- ✓ Bluetooth® + smartphone app
- ✓ Mounting kit & specific accessories for solar or battery-operated packs
- ✓ 2 year warranty



 (646) 878-6259

 www.elancity.net / sales@elancity.net



SPEED DISPLAY	
SPEED DIGITS	Height: 14", Display: 7 segment
"YOUR SPEED" legend	1.26" Highway-Gothic font
LEDs	Ultra-bright, 3-row thick LEDs. Amber-only mode or tri-color: Amber, Green and Red.
LED ANGLE	30° cone angle, auto-dimming
VISIBILITY	1,000+ feet
POWER CONSUMPTION	Ultra-low power consumption. Average <5W
FLASH RATE	Default setting: 54 cycles/minute. Configurable
TEXT DISPLAY	
LEDs	Ultra-bright, Amber
MESSAGES	Pre-programmed or entirely personalized
SIZE-FONT / GRAPHICS	Choice of size and font, 1 or 2 lines of text
DETECTION	
DOPPLER RADAR	Bidirectional, K-Band, 24.125 GHz (FCC part 15 compliant)
ACCURACY	+/- 1 Mph, 99% accuracy
BEAM WIDTH	12° Horizontal – 25° Vertical
SPEED DETECTION	5 – 160 Mph
DETECTION RANGE	500ft to 1,000ft (configurable)
CASING	
MATERIAL	Robust, anti-corrosive ABS injection molded resin; Curved polycarbonate front face
SIZE / WEIGHT	Dimensions: 28"H x 28"W x 6"D Weight: 19lbs. (without batteries)
WATERPROOF RATING	NEMA 4R / IP 65
COLOR	UV treated light grey (other colors available)
TEMPERATURE RESISTANCE	-40° F to +140° F (operational in extreme weather conditions)
ELECTRICAL SAFETY FEATURES	Two fuses (internal and external), internal pressure safety valve
BATTERY ENCLOSURE	Capacity to hold up to 2 batteries; manual dial for factory setting speed thresholds + SP
CONFIGURATION	
EVOCOM Software	Software for radar configuration + FREE updates.
COMMUNICATION	USB, Bluetooth, EVOMOBILE Smartphone application and GPRS (Optional)
THRESHOLDS	Speed (min, limit, max), anti-racing, flashing, color change (if activated)
TIMER MODE (School-zone mode)	Alternative speed threshold: up to 2 settings / 4 time slots per day
STEALTH MODE	Continuous traffic data collection with blank display
TRAFFIC DATA ANALYSIS	
EVOGRAPH Software	Software for traffic data analysis + FREE updates & NO subscription fees ever
SPEED	Average and maximum speed, 85th percentile, distribution per speed group
COUNT	Estimated vehicle count
TYPE	Bi-directional, time-stamped data
MEMORY STORAGE	Up to 1 million vehicles
FORMAT	Charts and graphs in Excel and/or Pdf form, for easy report printing
POWER OPTIONS	
"Solar-Mobile": Solar-powered	Portable, fully autonomous, powered through solar panel and batteries
"Ultra-Mobile": Battery-operated	Portable, fully battery-powered with average 7 day autonomy, includes external charger
"AC": City lighting (available in certain states)	Stationary, powered by battery charged through and dependent on city lighting
ACCESSORIES	
MOUNTING KITS	Curved, ABS-injected resin, universal mounting-bar (pole and pole straps not included)
SOLAR PANEL	32" X 37", 80 watt solar panel w/ aluminum bracket mounting kit
BATTERIES	12V/22AH batteries included: AC X 1, Solar-Mobile X 2, Ultra-Mobile X 4
EXTERNAL CHARGER	12V external battery charger (included in Ultra-Mobile pack)



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- ✓ FREE updates & NO subscription fees!
- ✓ Bluetooth® + smartphone app
- ✓ Mounting kit & specific accessories for solar or battery-operated packs
- ✓ 2 year warranty



(646) 878-6259



www.elancity.net / sales@elancity.net

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-52

An Ordinance of the City Council of Homer, Amending the 2020 Capital Budget and Authorizing Expenditure of \$25,000 from the HART Road Fund for and On-Call Services Contract with the Homer Soil and Water Conservation District.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting August 24, 2020 Introduction
 - a. Memorandum 20-125 from Public Works Director as backup
2. City Council Regular Meeting September 14, 2020 Public Hearing and Second Reading
 - a. Memorandum 20-125 from Public Works Director as backup

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

3 City Manager/
4 Public Works Director

5 **ORDINANCE 20-52**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE 2020 CAPITAL BUDGET AND AUTHORIZING
9 EXPENDITURE OF \$25,000 FROM THE HART-ROAD FUND FOR AN
10 ON-CALL SERVICES CONTRACT WITH THE HOMER SOIL & WATER
11 CONSERVATION DISTRICT.
12

13 WHEREAS, at its January 2020 Planning Retreat, the City Council identified storm water
14 management as a “*Large – 2nd priority*”, specifically – the need “*to develop a comprehensive*
15 *stormwater...implementation*” plan...*that provides adequate and safe drainage of storm water*
16 *to protect city infrastructure and water quality...*”; and
17

18 WHEREAS, another goal established by the City Council is to combat climate change
19 and make progress on the City’s Climate Action Plan; and
20

21 WHEREAS, the City has adopted multiple plans and policies which address the issue of
22 related to combatting climate change, preventing soil erosion, preserving water quality and
23 otherwise modeling good environmental stewardship, most of which contain visions, goals,
24 objectives and recommendations and calls for action; and
25

26 WHEREAS, the City’s Public Works Department is responsible for maintaining the City’s
27 roads, road-side ditches, storm drains and other infrastructure that directly affects soil
28 integrity and water quality; and
29

30 WHEREAS, many of the means and methods used by the Public Works Department to
31 conduct this maintenance work are standard practices in the road maintenance world, but are
32 not necessarily best practices in the sustainability world; and
33

34 WHEREAS, the Homer Soil and Water Conservation District, (“Homer District”), a sub-
35 group of the USDA Natural Resource Conservation, according to its website, helps “*develop,*
36 *manage and direct natural resource programs at the local level. They work in both urban and*
37 *rural setting, with landowners and other land managers, to carry out a program for the*
38 *conservation, wise use, and sustainable developments of soil, water and related resources.*”; and
39

40 WHEREAS, Homer District is funded entirely by grants from, and contracts with, public
41 and private clients; and

42 WHEREAS, the City would benefit from the expertise of the Homer District to help the
43 City integrate sustainable practices into its road and drainage maintenance practices; and
44

45 WHEREAS, the City proposes to enter into an on-call services contract with the Homer
46 District for the purpose of engaging Homer District's expertise on designated
47 questions/projects.
48

49 WHEREAS, The City Council adopted Resolution 17-038, on April 24, 2017, amending the
50 Homer Accelerated Roads and Trails Program (HART) Policy Manual; and
51

52 WHEREAS, The HART Policy Manual establishes criteria to be used for determining
53 which projects qualify for HART-Roads funding; and
54

55 WHEREAS, the criteria, which would be met by the On-Call Services Contract
56 with the Homer District, include:

- 57 • Corrects deficiencies of existing systems
- 58 • Corrects Drainage Problems
- 59 • Reduces maintenance costs

60 WHEREAS, The HART-Roads Fund has sufficient capital to fund an On-call Services
61 Contract with the Homer District.
62

63 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
64

65 Section 1. The City of Homer's 2020 Capital Budget is hereby amended by appropriating
66 \$25,000 from the HART-Roads Fund for an On-call Services Contract with the Homer Soil and
67 Water Conservation District.
68

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	HART Roads	\$25,000

71
72 Section 2. This is a budget amendment ordinance, is not permanent in nature, and shall
73 not be codified.
74
75

76 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____, 2020.
77

78 CITY OF HOMER
79

80 _____
81 KEN CASTNER, MAYOR

82 ATTEST:

83

84 _____

85 MELISSA JACOBSEN, MMC, CITY CLERK

86

87

88 YES:

89 NO:

90 ABSTAIN:

91 ABSENT:

92

93

94 First Reading:

95 Public Hearing:

96 Second Reading:

97 Effective Date:

98

99 Reviewed and approved as to form:

100

101 _____

102 Rob Dumouchel, City Manager

103

104 Date: _____

Michael Gatti, City Attorney

Date: _____



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum 20-125

TO: City Council

THROUGH: Rick Abboud, Acting, City Manager

FROM: Jan Keiser, PE, JD, Director of Public Works

DATE: August 4, 2020

SUBJECT: Proposed On-Call Services Contract with Homer Soil & Water Conservation District

Issue: Public Works needs specialized expertise to better help understand how the principles of green infrastructure and water/soil sustainability can be applied to its road maintenance and storm water management work.

Background: The City has adopted multiple plans and policies related to combatting climate change, preventing soil erosion, preserving water quality and otherwise modeling good environmental stewardship. These plans have been prepared by consultant experts, sustainability-minded volunteers, citizen scientists, and like-minded organizations. The plans contain visions, goals, objectives and recommendations and calls for action.

The Public Works Department is responsible for maintaining the City's roads, road-side ditches, storm drains and other infrastructure that directly affects soil integrity and water quality. Many of the means and methods we've been using to conduct this maintenance work are standard practices in the road maintenance world, but are not necessarily best practices in the sustainability world. For example, it is a standard practice to maintain roadside ditches by systematically excavating them with a backhoe bucket. This leaves a nice clean ditch. But, it also leaves exposed soil where invasive weeds can take hold and erosion can occur. What is the best way to maintain roadside ditches more sustainably without compromising the integrity of the road bed? I don't know.

As another example, roadside drainage is often directed into a natural drainage way. Sometimes, the surrounding properties get developed over time and the original drainage way gets altered, causing roadside drainage to flow onto private property and creating a problem. Sometimes, while the property is privately owned, it is not readily developable, and could be a good candidate for purchasing "development rights" to create a "drainage conservation area". This could be similar to the "farmland conservation programs" that have been developed to protect farmland from development. What is the best way to set up such a mechanism for Homer? I don't know. I could use some help to address these kinds of questions.

The Homer Soil and Water Conservation District, (“Homer District”), a sub-group of the USDA Natural Resource Conservation, according to its website, www.homerswcd.org, helps:

“[D]evelop, manage and direct natural resource programs at the local level. They work in both urban and rural setting, with landowners and other land managers, to carry out a program for the conservation, wise use, and sustainable developments of soil, water and related resources.”

As an example, among its multitude of work products, the Homer District authored the “Beluga Planning Document” in 2013, which provides background and planning information to help plan, manage and care for lands and waters of the Beluga Lake Wetland Complex *aka* the Beluga Planning Area. This document contains a plethora of maps, data, and descriptions of wetlands, surface water flow, soil conditions and more. Also, one of the Goals of the City’s 2018 Comprehensive Plan is “*Goal 2-A-1 Consider adopting incentives to encourage use of the Green Infrastructure Map developed by the Homer Soil and Water Conservation District*”. These documents are testimonies to the expertise of the Homer District’s staff in local soil and water conservation and sustainable planning. If anyone can help us address the challenging questions about how to conduct our road maintenance work more sustainably, it is the people at the Homer District.

At first, I hoped to engage the Homer District in a government-to-government exchange of information, at no cost. However, I learned the Homer District is funded entirely by grants from, and contracts with, public and private clients. I propose that the City issue an on-call services contract to the Homer District so we can access their expertise on specific questions. The Homer District’s billing rate is about \$40 per hour, making them among the least expensive consultants in town. For example, we are currently working with an engineering consultant whose billing rate is over \$150 per hour.

I propose to fund the on-call contract from the HART-Roads Fund, since the Homer District’s work will be entirely focused on helping us manage storm water. For example, one of the tasks I’d like to assign to them would be to help review the Update we are doing to the City’s Drainage Management Plan. Another will be to help us understand how to maintain roadside ditches more sustainably.

Recommendations:

1. We issue an on-call services contract to the Homer Soil & Water Conservation District in a not to exceed amount of \$25,000.
2. The costs for the on-call services contract should be funded from the HART-Roads Fund.

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-53

An Ordinance of the City Council of Homer, Alaska Amending Homer City Code 21.05.030 Measuring Heights to Exclude Elevator Shafts when Measuring the Height of a Building.

Sponsor: Planning Commission

1. City Council Regular Meeting August 24, 2020 Introduction
 - a. Memorandum 20-123 from City Planner as backup
2. City Council Regular Meeting September 14, 2020
 - a. Memorandum 20-123 from City Planner as backup

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

3 Planning Commission

4 **ORDINANCE 20-53**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOMER,
7 ALASKA, AMENDING HOMER CITY CODE 21.05.030 MEASURING
8 HEIGHTS TO EXCLUDE ELEVATOR SHAFTS WHEN MEASURING
9 THE HEIGHT OF A BUILDING

10
11 WHEREAS, The 2018 Homer Comprehensive Plan, chapter 4 Land Use, Goal 3, Objective
12 B states. "Encourage high quality site design and buildings;" and

13
14 WHEREAS, Elevators may help structures comply with the Americans with Disabilities
15 Act; and

16
17 WHEREAS, An elevator may be a requirement of some types of new or remodeled
18 commercial buildings, and an elevator shaft may extended above the remainder of the roofline
19 of a structure; and

20
21 WHEREAS, HCC 21.02.030(b) Title and Purpose of the Homer Zoning Code, states
22 "Regulate the height, number of stories, and size of buildings and other characteristics of
23 structures;" and

24
25 WHEREAS, Elevator shafts typically extend above the roofline of the building and are a
26 necessary mechanical feature for the design and operation of an elevator, and

27
28 WHEREAS, Amending HCC 21.05.030 to allow elevator shafts to extend above a roof line
29 but not be considered in the overall height of a building will allow more latitude when
30 incorporating an elevator in new or existing structures.

31
32 NOW THEREFORE, THE CITY OF HOMER ORDAINS:

33
34 Section 1. Homer City Code 21.053.030 Measuring heights is hereby amended as
35 follows:

36
37 21.05.030 Measuring heights

38
39 a. When measuring height of a building, the following are included in the measurement:
40 screening, parapets, mansards or similar structures.
41

42 b. When measuring height of a building, the following are excluded from the
43 measurement:

44 1. Steeples, spires, belfries, cupolas and domes if not used for human
45 occupancy, chimneys, ventilators, weather vanes, skylights, water tanks,
46 **elevator shafts**, bulkheads, monuments, flagpoles, wind energy systems,
47 television and radio antennas, other similar features, and necessary mechanical
48 appurtenances usually carried above roof level.

49
50 2. Wireless communications equipment that does not extend more than 10 feet
51 above the height of the building.

52
53 3. For buildings located within an area of special flood hazard, the vertical
54 distance between grade and the base flood elevation plus two feet is excluded
55 from the calculation of building height.

56
57 Section 2. This ordinance is permanent in nature and shall be codified.

58
59 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____, 2020.

60
61 CITY OF HOMER

62
63 _____
64 KEN CASTNER, MAYOR

65 ATTEST:

66
67 _____
68 MELISSA JACOBSEN, MMC, CITY CLERK

69
70
71 YES:
72 NO:
73 ABSTAIN:
74 ABSENT:

75
76
77 First Reading:
78 Public Hearing:
79 Second Reading:
80 Effective Date:

81
82 Reviewed and approved as to form:

83
84 _____
85 Robert Dumouchel, City Manager

_____ Michael Gatti, City Attorney

86
87
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Date: _____

Date: _____



City of Homer

www.cityofhomer-ak.gov

Planning

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Homer, Alaska 99603

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(p) 907-235-3106

(f) 907-235-3118

Memorandum 20-123

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
THROUGH: RICK ABOUD, AICP, CITY PLANNER
FROM: TRAVIS BROWN, PLANNING TECHNICIAN
DATE: AUGUST 19, 2020
SUBJECT: PROPOSED ORDINANCE AMENDING HCC 21.05.030 TO EXCLUDE ELEVATOR SHAFTS WHEN MEASURING THE HEIGHT OF A BUILDING

In the Homer Planning Commission's review of the Proposed Medical District, building height was a topic of discussion. Elevator shafts were identified as a building feature that should be excluded from the measurement of building height in any zoning district.

The proposed ordinance amends HCC 21.05.030 "Measuring Heights" to include elevator shafts in the list of building features that are excluded from the measurement, when measuring the height of a building.

The Planning Commission held a public hearing on June 17, 2020 for the proposed ordinance. No public testimony was provided.

Through a vote of unanimous consent, seven commissioners recommend that the City Council adopt the proposed ordinance.

Attachments:

Staff report with Draft Ordinance

June 17, 2020 Planning Commission meeting minutes



City of Homer

www.cityofhomer-ak.gov

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Homer, Alaska 99603

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(f) 907-235-3118

Staff Report PL 20-40

TO: Homer Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Deputy City Planner
DATE: June 17, 2020
SUBJECT: Proposed Ordinance amending HCC 21.05.030 to exclude elevator shafts when measuring the height of a building

Introduction

In the Planning Commission's review of the Medical District, building height was a topic of discussion. The Commission passed a motion stating the following:

SMITH/BENTZ MOVED TO LIMIT THE BUILDING HEIGHT TO 65 FEET IN THE PROPOSED MEDICAL DISTRICT WITH EXCEPTIONS FOR ELEVATIONS SUCH AS ELEVATOR SHAFTS OR MECHANICAL ESSENTIALS.

Analysis

HCC 21.05.030 describes how heights are measured by the zoning code. To amend how elevator shafts are included or excluded from measuring building height, an amendment to this section of code is needed. Many similar building features are already excluded from height calculation; elevator shafts appears to be a reasonable inclusion in this list.

Steeple, spires, belfries, cupolas and domes if not used for human occupancy, chimneys, ventilators, weather vanes, skylights, water tanks, elevator shafts, bulkheads, monuments, flagpoles, wind energy systems, television and radio antennas, other similar features, and necessary mechanical appurtenances usually carried above roof level.

Planning Staff review per 21.95.040

21.95.040 Planning Department review of code amendment. The Planning Department shall evaluate each amendment to this title that is initiated in accordance with HCC 21.95.010 and qualified under HCC 21.95.030, and may recommend approval of the amendment only if it finds that the amendment:

a. Is consistent with the comprehensive plan and will further specific goals and objectives of the plan.

Staff response: 2018 Homer Comprehensive Plan Chapter 4, 1-B-6: “Re-evaluate height standards in commercial and mixed use districts to determine whether buildings over three stories should be permitted. Height standards must meet fire safety and insurance standards.” This ordinance does not change the height maximum in any zoning district, but does allow for a limited exception to the height calculation for elevator shafts. This amendment is consistent with the comprehensive plan.

b. Will be reasonable to implement and enforce.

Staff response: This amendment will be reasonable to implement and enforce as the Planning Department already reviews building height as part of the zoning permit process.

c. Will promote the present and future public health, safety and welfare.

Staff response: This amendment promotes health, safety and welfare by removing regulatory barriers to elevator installation in multistory buildings, increasing access for those with mobility limitations.

d. Is consistent with the intent and wording of the other provisions of this title.

Staff response: This amendment is consistent with the intent, wording and purpose of HCC Title 21.

Staff Recommendation: Conduct a public hearing and recommend adoption to the City Council.

Attachments

1. Draft Ordinance

**CITY OF HOMER
HOMER, ALASKA**

Planning Commission

ORDINANCE 20-XX

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING HOMER CITY CODE 21.05.030, MEASURING HEIGHTS,
TO EXCLUDE ELEVATOR SHAFTS WHEN MEASURING THE HEIGHT
OF A BUILDING

10

11 Whereas, The 2018 Homer Comprehensive Plan, chapter 4 Land Use, Goal 3, Objective B states.
12 "Encourage high quality site design and buildings;" and

13 Whereas, Elevators may help structures comply with the Americans with Disabilities Act; and

14 Whereas, An elevator may be a requirement of some types of new or remodeled commercial
15 buildings, and an elevator shaft may extended above the remainder of the roofline of a
16 structure; and

17 Whereas, HCC 21.02.030(b) Title and Purpose of the Homer Zoning Code, states "Regulate the
18 height, number of stories, and size of buildings and other characteristics of structures;" and

19 Whereas, Elevator shafts typically extend above the roofline of the building and are a necessary
20 mechanical feature for the design and operation of an elevator, and

21 Whereas, Amending HCC 21.05.030 to allow elevator shafts to extend above a roof line but not
22 be considered in the overall height of a building will allow more latitude when incorporating
23 an elevator in new or existing structures.

24 NOW THEREFORE, THE CITY OF HOMER ORDAINS:

25 Section 1. Homer City Code 21.053.030 Measuring heights is hereby amended as follows:

26 21.05.030 Measuring heights

27 a. When measuring height of a building, the following are included in the measurement:
28 screening, parapets, mansards or similar structures.

29 b. When measuring height of a building, the following are excluded from the measurement:

30 1. Steeples, spires, belfries, cupolas and domes if not used for human occupancy,
31 chimneys, ventilators, weather vanes, skylights, water tanks, **elevator shafts**,

32 bulkheads, monuments, flagpoles, wind energy systems, television and radio antennas,
33 other similar features, and necessary mechanical appurtenances usually carried above
34 roof level.

35 2. Wireless communications equipment that does not extend more than 10 feet above
36 the height of the building.

37 3. For buildings located within an area of special flood hazard, the vertical distance
38 between grade and the base flood elevation plus two feet is excluded from the
39 calculation of building height.

40 Section 2. This ordinance is of a permanent nature and general character and shall be
41 included in the City Code.

42 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this XX day of XXX, 2020.

43

44 CITY OF HOMER

45

46 _____
47 KEN CASTNER, MAYOR

48

49 ATTEST:

50

51 _____
52 MELISSA JACOBSEN, MMC, CITY CLERK

53

54 YES:

55 NO:

56 ABSTAIN:

57 ABSENT:

58

59 First Reading:

60 Public Hearing:

61 Second Reading:

62 Effective Date:

63

64 Reviewed and approved as to form.

65

66 Marvin Yoder, Interim City Manager

67 Date:

68

69

70 Michael Gatti, City Attorney

71 Date:

codes; this would apply to high rise buildings; a 65 foot building could be considered a high rise dependent on an individual viewpoint compared to a establish standard or policy.

Deputy City Planner Engebretsen recommended that the Commission make a motion on amending the setback.

Chair Venuti requested the Clerk to call the vote hearing no motion for amending the setback from the Commission after several separate requests.

VOTE. YES. BENTZ, SMITH, BOS, PETSKA-RUBALCAVA, HIGHLAND

VOTE. NO. DAVIS

Motion carried.

- B. Staff Report 20-40, Proposed Ordinance amending HCC 21.05.030 to exclude elevator shafts when measuring the height of a building

Chair Venuti introduced the item by reading of the title into the record.

Deputy City Planner Engebretsen provided a summary of Staff Report 20-40 for the Commission.

Chair Venuti opened the Public Hearing and confirming with the Clerk that there were no members of the public attending to provide testimony, he closed the public hearing and opened the floor to questions or comments of the Commission.

BENTZ/SMITH MOVED TO ADOPT STAFF REPORT 20-40 AND RECOMMEND CITY COUNCIL ADOPT THE ORDINANCE TO AMEND CITY CODE 21.05.030 TO EXCLUDE ELEVATOR SHAFTS WHEN MEASURING THE HEIGHT OF A BUILDING.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PLAT CONSIDERATION

- A. Staff Report 20-41, Jack Gist Subdivision No. 3 Preliminary Plat

Chair Venuti introduced the item by reading of the title into the record. He then requested if there were any Commissioners who would like to declare a conflict.

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-54

An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget by Appropriating \$45,000 from the HART Trails Fund for Completion of the Poopdeck Trail.

Sponsor: City Venuti

1. City Council Regular Meeting August 24, 2020 Introduction
 - a. Memorandum 20-121 from Deputy City Planner
2. City Council Regular Meeting September 14, 2020
 - a. Memorandum 20-121 from Deputy City Planner as backup
 - b. Memorandum 20-130 from Parks Art Recreation and Culture Advisory Commission as backup

**CITY OF HOMER
HOMER, ALASKA**

Venuti

ORDINANCE 20-54

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE 2020 CAPITAL BUDGET BY APPROPRIATING
\$45,000 FROM THE HART TRAILS FUND FOR COMPLETION OF THE
POOPDECK TRAIL.

WHEREAS; The City of Homer and the Kachemak Heritage Land Trust (KHLT) have
partnered to work on a universal access trail across City and Land Trust Property; and

WHEREAS, the Homer Independent Living Center, Homer Animal Friends and numerous
volunteers are working together with the goal of completing the trail this fall; and

WHEREAS, Additional funding is needed to purchase sign and kiosk materials, benches,
upgrade the trail surface and install a portion of ADA accessible boardwalk on the upper
portion of the trail; and

WHEREAS, KHLT is organizing almost all volunteer labor to install the majority of the
improvements; and

WHEREAS, The HART Trails fund has a balance of more than \$500,000.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2020 Capital Budget is hereby amended by appropriating \$45,000 for
completion of the Poopdeck Trail.

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
165-xxxx	Poopdeck Trail Completion	\$45,000

Section 2. This ordinance is a budget amendment only, is not of a permanent nature
and is a non code ordinance.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this ____ day of _____,
2020.

CITY OF HOMER

KEN CASTNER, MAYOR

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ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and Approved as to form and content:

Robert Dumouchel, City Manager

Michael Gatti, City Attorney

Date: _____

Date: _____



City of Homer

www.cityofhomer-ak.gov

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MEMORANDUM 20-121

To: Mayor Castner and Homer City Council
From: Julie Engebretsen, Deputy City Planner
Date: August 18, 2020
Subject: Poopdeck Trail funding

Requested Action: Amend the 2020 capital budget by \$45,000 from HART Trail funds to purchase supplies and materials to complete the Poopdeck trail on City and KHLT properties. This includes leveraging community volunteers to install signage, benches, an ADA ramp from the accessible parking stall off of Pioneer Ave, and leveling the trail.

Synopsis

Over the past year, the Kachemak Heritage Land Trust (land trust) secured funding for and constructed an accessible trail on City and land trust properties. The goal was a universally accessible trail connecting Pioneer Ave, the land trust property, and lower Poopdeck and library trails. The City contributed financially to the project by providing a 10% cash grant match to the land trust, and paving an ADA parking stall at the City's trailhead.

After a winter which included some heavy rains, it was clear that some parts of the trail needed to be reworked. Additionally, the phase two work of interpretive signage, benches, and trailhead kiosks have been designed and are ready for purchase. (The land trust used other funding for this design work). Lastly, the trailhead access from the City parking stall to the trail is too steep. After researching options for reducing the grade, staff has determined an aluminum light penetrating boardwalk with handrails is the best long term solution.

The cost for all improvements, plus a 15% contingency, is \$45,000. This funding will leverage work and volunteers coordinated by the Land Trust AND result in a complete project by the end of 2020.

The Parks, Art, Recreation and Culture Commission is scheduled to make a recommendation on this item at their Thursday August 20th meeting. Staff will provide their comments to Council for the supplemental packet on Monday August 24th.

Requested Action: Amend the 2020 capital budget by \$45,000 from HART Trail funds to purchase supplies and materials to complete the Poopdeck Trail on City and KHLT properties.



City of Homer

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Memorandum 20-130

To: Mayor Castner and Homer City Council
From: Parks Art Recreation and Culture Advisory Commission
Through: Julie Engebretsen, Deputy City Planner
Date: August 24, 2020
Subject: Poopdeck Trail funding

At their meeting of August 20th, 2020, the Commission reviewed the request for \$45,000 in HART Trails funds to complete the Poopdeck universal access trail. They recommended approval of the draft ordinance by unanimous consent.



City of Homer

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(f) 907-235-3118

Memorandum 20-130

To: Mayor Castner and Homer City Council
From: Parks Art Recreation and Culture Advisory Commission
Through: Julie Engebretsen, Deputy City Planner
Date: August 24, 2020
Subject: Poopdeck Trail funding

At their meeting of August 20th, 2020, the Commission reviewed the request for \$45,000 in HART Trails funds to complete the Poopdeck universal access trail. They recommended approval of the draft ordinance by unanimous consent.

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-56

An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing the Expenditure of \$550,000 from the Water Depreciation Fund for Designated Urgent Projects.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting August 24, 2020 Introduction
 - a. Memorandum 20-126 from Public Works Director as backup
2. City Council Regular Meeting September 14, 2020
 - a. Memorandum 20-126 from Public Works Director as backup

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

3 City Manager/
4 Public Works Director

5 **ORDINANCE 20-56**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE 2020 CAPITAL BUDGET AND AUTHORIZING TOTAL
9 EXPENDITURES OF \$550,000 FROM THE WATER DEPRECIATION
10 FUND FOR DESIGNATED, URGENT PROJECTS.

11
12 WHEREAS, The City Council is in the process of developing a Policy Manual that will
13 provide guidance on how City monies should be used for the maintenance, repairs and upkeep
14 of the City's water supply, treatment, and distribution infrastructure; and

15
16 WHEREAS, The City Council is also in the process of considering a proposed Water
17 Capital Improvement Plan, which identifies capital improvement and repair projects required
18 to keep the City's water supply, treatment and distribution infrastructure in good repair; and

19
20 WHEREAS, The Water Capital Improvement Plan will, once adopted, serve as a
21 systematic means to identify projects and associated funding related to the City's sewer
22 infrastructure; and

23
24 WHEREAS, The City's water infrastructure requires some immediate action to address
25 repairs/rehabilitations that are so extensive they cannot be addressed through the City's
26 regular preventative maintenance program and which, if not addressed immediately, could
27 endanger City staff, compromise the public health or put the City's investment in its water
28 works at risk.

29
30 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

31
32 Section 1. The City of Homer's 2020 Capital Budget is hereby amended by
33 appropriating \$550,000 from the Water Depreciation Fund for the following projects:

34
35

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
200-0400	Million Gallon Water Tank Aeration System	\$210,000
200-0400	Tesoro Water Vault Upgrade	\$100,000
200-0400	Raw Water Transmission Line Replacement, Phase I – Design	\$215,000
200-0400	Pressure Reducing Valve Replacement, West Trunk Water line	\$ 25,000



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
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publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum 20-126

TO: City Council
THROUGH: Rob Dumouchel, City Manager
FROM: Jan Keiser, PE, JD, Director of Public Works
DATE: August 17, 2020
SUBJECT: Proposal for Water Projects

Issue: The City is in the process of adjusting sewer rates and updating how funding is used to fund repairs and capital projects related to the water system. In the meantime, the City's water system has some urgent needs for repairs and rehabilitation to protect the City's investment in this vital infrastructure. I propose that some money be authorized to proceed with designated, urgent projects, while this broader work of rate/policy adjustment is being done.

Background: The City's Water Treatment Plant ("WTP") was, at the time of its construction and even now, a state-of-the-art design. It involves the use of a membrane filter to trap organic material from the water. Water from the WTP is distributed to the City's water customers through a network of pipelines and because there is such a high elevation difference between the WTP and sea level, where many of the City's customers reside, the water must pass through Pressure-Reducing Stations to prevent the high pressures from damaging the pipeline network. Over time, various mechanical elements of the water system need to be maintained, refurbished, and even replaced to keep them operating properly. Further, new mechanical devices are more energy efficient than the original equipment, so upgrading equipment can often result in energy savings.

The City maintains a fund, currently called the "Water Depreciation Reserve", built from the user fees paid by the City's customers. The value of the Water Depreciation Reserve, as of March 31, 2020, was \$2,656,863. There is currently no plan that systematically programs how these monies will be spent. The City Council is in the process of reviewing how this fund will be built and used.

We have proposed a Water Capital Improvement Plan to provide information about the water system's needs for repairs and rehabilitation. To create Plan, we did the following:

- a. Reviewed the City's 2006 Water and Sewer Master Plan, which is the most recent detailed planning document related to the City's water/sewer infrastructure.
- b. Compared the City's current population, water use trends to the trends that were projected in 2006. For example the 2006 Water and Sewer Master Plan projected the City's population would be 11,244

people in 2025. In 2020, the population is about 5,700 people. It is unlikely to almost double in the next five years.

- c. Looked at the capital improvements recommended in the 2006 plan to identify work that had already been done.
- d. Identified current maintenance needs – critical repairs or upgrades that were needed to protect existing infrastructure.
- e. Made a list of projects that were required to upgrade existing facilities or develop new facilities and ranked those projects in order of urgency.

The Proposed Plan describes the following projects:

• Million Gallon Water Tank Aeration System	Urgent	\$ 210,000
• Tesoro Water Vault Upgrade	Urgent	\$ 100,000
• Raw Water Transmission Line Replacement, Ph 1- Design	Urgent	\$ 215,000
• Raw Water Transmission Line Replacement, Ph 11- Constr.	Urgent	\$1,785,000
• Pressure Reducing Valve Replacement, West Trunk Line	Urgent	\$ 25,000
• West Trunk Main Replacement	High	\$ 825,000
• New Water Storage Tank – West – .25 million gallons	High	\$1,105,000
• New Water Storage Tank – East – .75 million gallons	High	\$2,583,000
• Hydrology Study for Supplemental Water Supply	Moderate	\$ 150,000
• Spit Water Line Replacement	Moderate	\$ 624,000
• Update 2006 Water and Sewer Master Plan	Low	<u>\$ 50,000</u>
Total Estimated Costs		\$7,672,000

The value of the Water Depreciation Reserve, as of March 31, 2020, was \$2,656,863. This is sufficient to fund at least Phase I of the projects marked “Urgent”, \$550,000, and leave \$2,106,863, which would serve as a reserve for emergency purposes. Indeed, spending this \$550,000 now is a necessary part of (a) protecting the public health and (b) preserving the integrity of the City’s water system.

Recommendations:

1. We recommend the City Council authorize the implementation of the projects ranked as “Urgent”, except we would only execute Phase 1- Design, of the Raw Water Transmission Line Replacement Project
2. We understand this authorization, if made, should not establish a precedence about how the account, currently, marked “Water Depreciation Reserve,” will be built or spent.

City of Homer
Water Capital Improvement Plan
July 2020

Summary:

Total Estimated Costs

• Million Gallon Water Tank Aeration System	Urgent	\$ 210,000
• Tesoro Water Vault Upgrade	Urgent	\$ 100,000
• Raw Water Transmission Line Replacement, Phase I - Design	Urgent	\$ 215,000
• Raw Water Transmission Line Replacement, Phase II – Construction	Urgent	\$1,785,000
• Pressure Reducing Valve Replacement, West Trunk Water Line	Urgent	\$ 25,000
• West Trunk Main Replacement	High	\$ 825,000
• New Water Storage Tank – West – .25 million gallons	High	\$1,105,000
• New Water Storage Tank – East – .75 million gallons	High	\$2,583,000
• Hydrology Study for Supplemental Water Supply	Moderate	\$ 150,000
• Spit Water Line Replacement	Moderate	\$ 624,000
• Update 2006 Water and Sewer Master Plan	Low	<u>\$ 50,000</u>

Total Estimated Costs	\$7,672,000
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Project Title: Million Gallon Water Tank Aeration

Project Description and Benefits: After raw water is treated in the City’s state of the art membrane water filtration system and chlorinated, it is stored in a 1-million gallon water storage tank at the Water Treatment Plant. From this storage tank, water is piped to the City’s customers.

While the water sits in the tank, a chemical reaction takes place between the residual chlorine that is left in the water after the chlorination process and any organic material that may be in the tank. For example, there might be what is called “bioslimes” in the tank or some minute organic material in the water that is not taken out by the membrane filters. Research in the water industry has shown that this chemical reaction creates what are called, Disinfection By-Products or DBP. Research has further shown that these DBPs are potentially cancer-causing elements.

Removing the DBPs is simple – aerating the water causes the DBPs to volatilize to the atmosphere where they can be removed by ventilation. Installing a mechanical aerator system, for stirring the water around and ventilation, removes a large portion of the DBPs.

The subject project would install mechanical mixers and a ventilation system in the City’s 1-million gallon water storage tank, located at the Water Treatment Plant.

Total Estimated Project Cost: \$210,000

Priority: Urgent

Project Title: Tesoro Water Vault Upgrade

Project Description and Benefits:

All water delivered to the Homer Spit must pass through the same chokepoint in the water distribution line, a meter vault located at a former Tesoro Gas Station location. The equipment in this vault has aged and is under-sized for the volumes of water they are now conveying. This interferes with the City's ability to provide reliable flows of water to the Spit to meet normal and emergency demands.

The subject project would update the equipment in this vault to increase its hydraulic capacity and reliability.

Total Estimated Project Cost: \$100,000

Priority: Urgent

Project Title: Raw Water Transmission Line Replacement

Project Description and Benefits:

The City transfers water from the Bridge Creek Reservoir to the Water Treatment Plant (“WTP”) through two 45-year old cast iron water transmission mains, about 5,000 feet each. These pipes are undersized for the volume of water they carry. Further, they are fragile due to their age and the corrosive soils that surround Homer. This fragility makes the water mains susceptible to damage from an earthquake. In fact, numerous repairs have been made in the past.

If these pipes failed, the City’s ability to deliver water to the City for domestic service and fire flow would be severely limited. We would need to drain down the water in the water storage tank and otherwise develop a work-around until repairs could be made.

The subject project would replace the two cast iron pipes with High Density Polyethylene Pipe (“HDPE”), which is extremely durable.

An application has been made for FEMA mitigation money and scored high in the evaluation process. We are awaiting further word on that grant opportunity.

In the meantime, we could move forward by executing the project in phases, as follows

- Phase I – Design/Permitting \$ 215,000
- Phase II – Construction \$1,785,000

Total Estimated Project Cost: \$2,000,000

Priority: Urgent

Project Title: Pressure Reducing Valve Replacement, West Trunk Water Line

Project Description and Benefits:

As the City's water travels from the Water Treatment Plant ("WTP") down to our customers in town, it drops over 1000 feet in elevation. This elevation drop creates water pressure in the pipes, which if it builds up excessively, can damage the transmission pipes as well as service lines at customers' houses/businesses. To manage this build-up of water pressure, the City has installed a series of 19 "Pressure Reducing Stations", where excess water pressure is "bled" out of the system before the water continues on its way. This water pressure management process involves carefully balancing to make sure the pressure isn't so high that it creates damage but it isn't so low that it can't make it out to the City's lower lying areas.

Part of the process of managing the pressure involves the utilization of flow control and isolation valves in the Pressure Reducing Stations. One of the things they do is help the water distribution operators manage events where the water flow needs to be high, such as in case of a fire or when the operators are flushing the water mains.

The three valves at the Pressure Reducing Station on the West Trunk water main have aged to the point they are barely operable. They stick in the open position, causing the water pressure to either remain high, which cause pipe damage from excessive pressure. They can also get stuck in the closed position, causing the pressure to remain at a reduced level, which would impede fire flow. Either situation creates risk for the integrity of the City's water system as well as for the workers who enter these Pressure Reducing Valves for maintenance.

The subject project would replace these aging valves.

Total Estimated Project Cost: \$25,000

Priority: Urgent

Project Title: West Trunk Main Replacement.

Project Description and Benefits:

One of the elements of the City’s water distribution system is the West Trunk Main Line. Thirty-one percent of the City’s water flows through this 2,140 LF, 8-inch diameter cast iron pipeline, which was built in 1965-66. It runs down the hill from the Hilltop Pressure Reducing Station to the A-Frame Pressure Reducing Station, near the hospital. This line is at risk because it experiences lateral movement of the steep bluff and being old cast iron pipe, is already fragile and the water flows through that pipe with excessive velocity. The 2006 Water and Sewer Master Plan recommended that this line be replaced.

Further, having the project “shovel ready” would enhance its chances for receiving grant funding. The subject

project would develop this new water line in phases:

Design and permitting	\$ 90,000
Construction	<u>\$735,000</u>

Total Estimated Project Cost: \$825,000

Priority: High

Project Title: New Water Storage Tank – West – .25 million gallons

Project Description and Benefits:

The City’s 2006 Water and Sewer Master Plan recommended the City maintain an adequate water storage capacity to accommodate population growth, address fire flow and maintain ISO ratings.

One of the City’s water storage tanks corroded over time, had asbestos coatings, didn’t have proper seismic restraints and otherwise became unusable. It was demolished in August 2019. The tank’s pad and connection piping remain, so everything we need to connect a replacement tank to the City’s water distribution system is in place.

The project could be developed in phases as follows:

- Design & Permitting \$ 80,000
- Site Work \$ 200,000
- Tank fabrication/erection \$ 700,000

Total Estimated Project Cost: \$ 980,000

Priority: High

Project Title: New Water Storage Tank – East – .75 million gallons

Project Description and Benefits:

The 2006 Water and Sewer Master Plan recommended increasing the City’s water storage capacity to accommodate population growth, address fire flow and maintain ISO ratings.

A new water storage tank was sited and designed by the City about 10 years ago on the east side of the City’s boundaries. Everything is in place to connect this tank to the City’s water distribution system

The subject project would move the tank from the back burner and start making progress to execute it. The project could be phased, as follows:

• Phase I – Update Design & Permitting	\$ 13,000
• Phase II – Site work	\$ 500,000
• Phase III – Tank fabrication/erection	<u>\$2,070,000</u>
Total Estimated Project Cost	\$2,583,000

Proceeding with Phase I and II would make the project more “shovel ready”, which would facilitate grant funding.

Total Estimated Project Cost: \$2,583,000

Priority: High

Project Title: Hydrology Study for Supplemental Water Supply

Project Description and Benefits:

The 2006 Water and Sewer Master Plan concluded the City would “*face increased demands on the current reservoir’s ability to provide reliable, low turbidity water...*” as the City’s population grows. The Master Plan recommended that a detailed hydrology be started to (1) better define the flows from other potential sources of surface water that could be captured for a supplemental water supply and (2) define a potential impoundment area.

The City’s population has not increased at the rate projected in the 2003 Master Plan, but climate change could be adversely affecting the Bridge Creek watershed. Regardless of the cause, water levels in the reservoir have decreased over time. It would be wise to start thinking about a back-plan.

Once this work was done, a plan could be devised to develop a conceptual design and cost estimate for the new supplemental water source, over time.

The subject project is for a Hydrology Study for a supplemental water supply.

Total Estimated Project Cost: \$150,000

Priority: Moderate

Project Title: Spit Water Line Replacement

Project Description and Benefits:

The water line along the Spit was originally cast iron pipe and subject to extensive corrosion. The City has replaced most of this with HDPE piping, with the exception of about 4,800 LF of cast iron pipe at the end of the Spit (on the Spit Road, Fish Dock Road and Ice Dock Road). The condition of that pipe is unknown, but it is probably badly corroded. We propose to investigate the condition of that pipe, using specialized equipment that can detect the pipe thickness. Then, we can identify problematic areas and take preventative measures. This strategy was recommended in the 2006 Water and Sewer Master Plan.

Having the project “shovel ready” would enhance its chances for receiving grant funding.

The subject project would implement this strategy in two phases:

- | | |
|--|------------------|
| 1. Assess Pipe Condition to identify problematic areas | \$ 60,000 |
| 2. Design and permitting | \$ 85,000 |
| 3. Construction | <u>\$479,000</u> |

Total Estimated Total Project Cost: \$624,000

Priority: Moderate

Project Title: Update 2006 Water and Sewer Master Plan

Project Description and Benefits:

The City's Water and Sewer Master Plan was written in 2006 and designed for a 20-year design life, which means its expiration date is 2026.

The subject project would engage a consulting engineering firm to update the 2006 plan.

Total Estimated Total Project Cost: \$50,000

Priority: Low

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-57

An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing the Expenditure of \$484,900 from the Sewer Depreciation Fund for Designated Projects in the 2020 Sewer Capital Improvement Plan.

Sponsor: City Manager/Public Works Director.

1. City Council Regular Meeting August 24, 2020 Introduction
 - a. Memorandum 20-127 from Public Works Director as backup
2. City Council Regular Meeting September 14, 2020
 - a. Memorandum 20-127 from Public Works Director as backup

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

3 City Manager/
4 Public Works Director

5 **ORDINANCE 20-57**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE 2020 CAPITAL BUDGET AND AUTHORIZING TOTAL
9 EXPENDITURES OF \$484,900 FROM THE SEWER DEPRECIATION
10 FUND FOR DESIGNATED PROJECTS IN THE 2020 SEWER CAPITAL
11 IMPROVEMENT PLAN.
12

13 WHEREAS, The City Council is in the process of developing a Policy Manual that will
14 provide guidance on how City monies should be used for the maintenance, repairs and upkeep
15 of the City's sewage collection and waste water treatment infrastructure; and
16

17 WHEREAS, The City Council is also in the process of considering a proposed Sewer
18 Capital Improvement Plan, which identifies capital improvement and repair projects required
19 to keep the City's sewer collection and treatment infrastructure in good repair; and
20

21 WHEREAS, The Sewer Capital Improvement Plan will, once adopted, serve as a
22 systematic means to identify projects and associated funding related to the City's sewer
23 infrastructure; and
24

25 WHEREAS, The City's sewer infrastructure requires some immediate action to address
26 repairs/rehabilitations that are so extensive they cannot be addressed through the City's
27 regular preventative maintenance program and which, if not addressed immediately, could
28 endanger City staff, compromise the public health or put the City's investment in its sewer
29 works at risk.
30

31 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
32

33 Section 1. The City of Homer's 2020 Capital Budget is hereby amended by
34 appropriating \$484,900 from the Sewer Depreciation Fund for the following projects:
35

36 Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
200-0500	Replace Deep Shaft Air Compressor	\$ 85,000
200-0500	Upgrade SCADA for Seven Sewer Lift Stations	\$210,900
200-0500	Waste Water Treatment Plant – Digester Blowers	\$189,000



City of Homer

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Public Works

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(f) 907-235-3145

Memorandum 20-127

TO: City Council
THROUGH: Rob Dumouchel, City Manager
FROM: Jan Keiser, PE, JD, Director of Public Works
DATE: August 17, 2020
SUBJECT: Proposal for Sewer Projects

Issue: The City is in the process of adjusting sewer rates and updating how funding is used to fund repairs and capital projects related to the sewer system. In the meantime, the City's sewer system has some urgent needs for repairs and rehabilitation to protect the City's investment in this vital infrastructure. I propose that some money be authorized to proceed with designated, urgent projects, while this broader work of rate/policy adjustment is being done.

Background: The City's Waste Water Treatment Plant ("WWTP") was constructed over 35 years ago and was, at that time and even now, a unique design. It involves two Deep Shafts into which highly concentrated oxygen is pumped to sustain natural bacteria, whose biology is uniquely adapted to digest the organic matter in municipal waste water. The City's sewer system also includes a network of sewage collection pipes, manholes and sewage lift stations, which allow users in the lower-lying areas of town to be served, by pumping their waste water to the plant. The City's waste water system has performed its job admirably, allowing the City to meet and even exceed the regulated criteria for discharging treated waste water into Kachemak Bay. Over time, various mechanical elements of the system need to be maintained, refurbished, and even replaced to keep them operating properly. Further, new mechanical devices are more energy efficient than the equipment that was available 35 years ago, so upgrading equipment can often result in energy savings.

The City maintains a fund, currently called the "Sewer Depreciation Reserve" built from the user fees paid by the City's customers. The value of the Sewer Depreciation Reserve, as of March 31, 2020, was \$2,018,059. There is currently no plan that systematically programs how these monies will be spent. The City Council is in the process of reviewing how this fund will be built and used.

We have proposed a Sewer Capital Improvement Plan to provide information about the sewer system's needs for repairs and rehabilitation. To create Plan, we did the following:

- a. Reviewed the City's 2006 Water and Sewer Master Plan, which is the most recent detailed planning document related to the City's water/sewer infrastructure.

- b. Compared the City’s current population, sewage production trends to the trends that were projected in 2006. For example the 2006 Water and Sewer Master Plan projected the City’s population would be 11,244 people in 2025. In 2020, the population is about 5,700 people. It is unlikely to almost double in the next five years.
- c. Looked at the capital improvements recommended in the 2006 plan to identify work that had already been done.
- d. Identified current maintenance needs – critical repairs or upgrades that were needed to protect existing infrastructure.
- e. Made a list of projects that were required to upgrade existing facilities or develop new facilities and ranked those projects in order of urgency.

The Proposed Plan describes the following projects:

Projects	Ranking	Estimated Cost
• Replace Deep Shaft Air Compressor	Urgent	\$ 85,000
• Upgrade SCADA for Seven Sewer Lift Stations	Urgent	\$210,900
• Waste Water Treatment Plant – Digester Blowers	Urgent	\$189,000
• Portable Generator for Sewer Collection System	High	\$ 58,000
• Ceiling Replacement at Waste Water Treatment Plant	High	\$ 65,000
• Small Works I & I Remediation Program	Moderate	\$ 50,000
• Electronic Pay Station for RV Dump Station	Low	<u>\$ 55,000</u>
Total Estimated Project Costs		\$712,900

The Sewer Depreciation Reserve, as of March 31, 2020, had a balance of \$2,018,059. This is sufficient to fund the projects marked “Urgent”, \$484,900, and leave sufficient reserve for emergency purposes. Indeed, spending this \$484,900 now will extend the life of the City’s sewerage systems.

Recommendations:

1. We further recommend the City Council authorize the implementation of the projects ranked as “Urgent”. We will start with these projects to protect the City’s investment in the WWTP.
2. We understand this authorization, if made, should not establish a precedence about how the account, currently, marked “Sewer Depreciation Reserve,” will be built or spent.

The Urgent Projects include:

- Replace Deep Shaft Air Compressor \$ 85,000
- Upgrade SCADA for Seven Sewer Lift Stations \$210,900
- Portable Generator for Sewer Collection System \$ 58,000
- Waste Water Treatment Plant – Digester Blowers \$189,000
- Ceiling Replacement at Waste Water Treatment Plant \$ 65,000

Total value of Urgent Projects \$607,900

The City’s Sewer Depreciation Reserve fund has sufficient monies to cover all of the City’s most urgent needs. Implementing these projects would, as a collective affect, decrease energy costs and extend the life of the WWTP as a whole.

The balance of the Sewer Depreciation Reserve fund, \$1,410,159, is an appropriate level of reserve for a WWTP system as complex as Homer’s, to maintain as an emergency reserve.

Recommendation: That the City Council (a) adopt the Sewer Capital Improvement Plan, dated July 30, 2020, and (b) authorize the implementation of the Urgent projects, including:

- Replace Deep Shaft Air Compressor \$ 85,000
- Upgrade SCADA for Seven Sewer Lift Stations \$210,900
- Portable Generator for Sewer Collection System \$ 58,000
- Waste Water Treatment Plant – Digester Blowers \$189,000
- Ceiling Replacement at Waste Water Treatment Plant \$ 65,000

Total value of Urgent Projects \$607,900

City of Homer
Sewer Capital Improvement Plan
July 30, 2020

Summary:

Projects:

• Replace Deep Shaft Air Compressor	Urgent	\$ 85,000
• Upgrade SCADA for Seven Sewer Lift Stations	Urgent	\$210,900
• Portable Generator for Sewer Collection System	Urgent	\$ 58,000
• Waste Water Treatment Plant – Digester Blowers	Urgent	\$189,000
• Ceiling Replacement at Waste Water Treatment Plant	Urgent	\$ 65,000
• Small Works I & I Remediation Program	Moderate	\$ 50,000
• Electronic Pay Station for RV Dump Station	Low	<u>\$ 55,000</u>
Total Estimated Project Costs		\$712,900

Fleet Replacements:

- “Dung Beetle”
- trucks

Project Title: Replace Deep Shaft air compressor

Project Description and Benefits:

Homer's Waste Water Treatment Plant consists of two "deep shafts" in which sewage is held and treated with oxygen. This is a biological process, the efficiency of which depends largely on the efficiency of the air compressors providing the oxygen. The compressor in one of the shafts is original 35-year old equipment and has fallen into disrepair because it is the one that is used most of the time. For example, the shaft leaks oil, which could eventually interfere with the biological process and cause equipment failure. Further, that compressor no longer represents state-of-the-art equipment; more energy efficient equipment is available.

The subject project would provide a new air compressor for one of the deep shafts. This would not only improve operational reliability, but would reduce energy costs and impacts. For example, the electrical bill for the WWTP is \$200,000 a year, with much of this cost attributed to the plant's blowers and air compressors.

Total Estimated Project Cost: \$85,000

Priority: Urgent

Project Title: Upgrade SCADA for Seven Sewer Lift Stations

Project Description and Benefits:

The City transfers sewage from various locations around town to the Waste Water Treatment Plant (“WWTP”) with seven sewage lift stations, which are basically large sewage pumps installed in manholes at strategic locations in the sewer lines. Six of these sewer lift stations are monitored by instrumentation, which “talks” to the operators at the Waste Water Treatment Plant (“WWTP”) via a SCADA system. The SCADA system is programmed to perform a variety of functions, such as: detecting an abnormality in the treatment process, sending an alarm to an operator, and even, automatically calling operators when a human touch is needed. The SCADA also enables the operators to adjust controls in the lift stations remotely.

The existing SCADA in these six lift stations is 15 years old, which in computer-age terms, means it is ancient and obsolete as well as a challenge to maintain because repair parts are no longer available.

One of the lift stations, at Beluga Lake, doesn’t have a SCADA system at all. It must be manually monitored and controlled.

The subject project would acquire, program and install a new SCADA system for all seven of the City’s sewage lift stations. This will require a sole-source contract to SNB Inc., which has been the systems integrator for all the other SCADA equipment in the City’s existing systems.

Total Estimated Project Cost: \$210,000

Priority: Urgent

Project Title: Portable Generator for Sewer Collection System

Project Description and Benefits:

The City transfers sewage from various locations around town to the Waste Water Treatment Plant (“WWTP”) with four sewage lift stations, which are basically large sewage pumps installed in manholes at strategic locations in the sewer lines. Obviously, these pumps only work when they have electricity. When the power goes out, the pumps don’t work, which can cause sewage to back-up in the system and sewage overflows.

The Sewer Department had two portable generators but lost one when it was re-purposed to provide the Airport with back-up power. One portable generator is not enough to keep up with the four sewage lift stations. The Sewer Department needs another portable generator. Indeed, a back-up generator is listed as Priority 1 equipment in the City’s Emergency Operations Plan.

The subject project would provide a portable generator.

Total Estimated Project Cost: \$58,000

Priority: Urgent

Project Title: Waste Water Treatment Plant - Digester Blowers

Project Description and Benefits:

Sewage treatment is primarily a biological process where oxygen is mixed with sewage to encourage the growth of bacteria that “eat” the sewage and digest it. This process takes place in a piece of mechanical equipment called a “digester”. Since oxygen is a crucial part of the process, there needs to some way of introducing oxygen into the digester. This is done with large fan-devices, called “blowers”, which are installed in each of the City’s two digester units.

The City’s blowers are 25 years old and represent old technology. For example, the operators don’t have much control over how much oxygen is delivered to the digester. This means the operators have little control over the digestion process and can often observe adverse consequences of this lack of control. For example, a byproduct of the digestion process is a sludge-type material known as the “solids. When the blowers aren’t working properly, the solids build up, which triggers other operation and maintenance concerns.

The City’s digesters need new blowers that will operate more reliably and with greater energy efficiency. For example, the electric bill for the Waste Water Treatment Plan is \$200,000 a year, with much of the load attributable to the blowers.

The subject project would replace the City’s two existing “blowers”.

Total Estimated Project Cost: \$189,000

Priority: Urgent

Project Title: Restore Sludge Drying Beds

Project Description and Benefits:

Sewage treatment is primarily a biological process where oxygen is mixed with sewage to encourage the growth of bacteria that “eat” the sewage and digest it. A by-product of this process is “sludge”. At the City of Homer, this sludge, also called “bio solids”, is dried in an open, covered shed, called the “drying bed”, and when dried, taken to the Kenai Borough’s landfill and used to cover garbage.

The City’s drying bed consists of structural steel posts holding up a roof that covers a series of compartments, like raised beds in a garden, in which the sludge is spread to dry. The whole structure is about ½ the size of a football field. Over time, the structural steel posts have deteriorated. The steel has corroded and pitted. Further, the original coating has flaked off. This deterioration will over time, cause the steel posts to fail, triggering more damage. Some preventative maintenance is required to prolong the life of this unglamorous, but essential, facility.

The subject project would clean and re-coat the steel structure and make other repairs to the drying beds.

Total Estimated Project Cost: \$225,000

Priority: High

Project Title: Ceiling Replacement at Waste Water Treatment Plant

Project Description and Benefits:

Some years ago, the lack of adequate ventilation in the Waste Water Treatment plant caused condensation to intrude the ceiling in the top floor of the plant and cause damage. For example, the ceiling buckles in places.

The subject project would replace water-damaged areas of the ceiling.

Total Estimated Project Cost: \$65,000

Priority: High

Project Title: Repair of WWTP Pond Liner

Project Description and Benefits:

One of the elements of Homer's Waste Water Treatment Plant is a "pond" in which treated sewage rests for a period of time, thereby allowing the solids, which are a by-product of the sewage treatment process, to settle out. This pond is lined with a water-proof membrane, which has been compromised over time with tears, rips and holes.

It is possible to repair the holes by fusing patches, made of a similar material as the existing membrane, to the liner.

The subject project would acquire the necessary materials and tools necessary to repair the existing pond membrane.

Total Estimated Project Cost: \$25,000

Priority: High

Project Title: Electronic Pay Station for the RV Dump Station at the Public Works campus

Project Description and Benefits:

The City has two RV Dump Stations – one at the Fishing Hole Campground on the Spit and the other at the Public Works Campus. These facilities are very popular in the summer, used by visitors who want to empty their holding tanks before they head away from Homer to go back home. No one wants to make the trip home with a full holding tank on their RV! The Dump Stations also have water hoses – one for non-potable water for tank flushing and one for potable water, to fill a water tank.

The City charges fees to use the Dump Stations - \$15 to dump a holding tank and \$5 for potable water. The Fishing Hole Dump Station has an automatic pay station, which accepts credit cards. This eliminates the need to handle cash, which is good for both the customers and fee collectors. Plus, research has shown that when people can pay by credit card, they are more likely to actually pay the fees than to simply drive away if they don't have cash.

The subject project would install an automatic Pay Station at the RV Dump Station at the Public Works Campus.

Total Estimated Project Cost: \$55,000

Priority: Moderate

Project Title: Small Works Infiltration & Inflow Remediation Program

Project Description and Benefits:

The City's Infiltration & Inflow ("I & I") study, conducted in 2003 by the engineering consulting firm, USKH, showed that the City's sewer system suffers from considerable volumes of "Infiltration" and "Inflow". "Infiltration" is where ground water enters the sewer system through cracks in the pipe, connections that have separated over time, ground settlement, and so forth. "Inflow" is where the sewer's collection system allows storm water to flow into sanitary sewer system, through broken manhole covers or roof drains/foundation drains that are connected to the sanitary sewer system. The extra volume of water that comes into the sanitary sewer system from I & I stresses every part of the system – the pipelines, the sewer lift stations and the Waste Water Treatment Plant ("WWTP"). The City spends money for electricity, chemicals, and operational labor to treat this clean water. Further, by treating this clean water, the City is diminishing its capacity to treat waste water.

The 2006 study estimated the volume of water flowing into the City's sanitary sewer includes:

- Waste water 61%
- Inflow 23%
- Infiltration 16%

Water intrusion from **Inflow** is relatively easy to remediate and the City has already taken steps towards this goal. For example, the City purchased smoke testing equipment and has about 1/3-1/2 of the sanitary system surveyed. This work will continue until we have the whole system assessed. We know we have inflow from City buildings. For example, the roof drains from the HERC building are connected directly to the sanitary sewer system. This will be corrected. Further, we are replacing and rebuilding manholes that currently allow storm water to flow into the sanitary system.

Infiltration is largely due to the deteriorating condition of the City's remaining AC sewer pipes. This pipe, largely installed in the 1970's becomes brittle and subject to cracking over time, particularly in the types of corrosive soils Homer is known for.

The City has a small camera but, the lead line is only 100 feet long. Sometimes, the distance between manholes is 300 feet, so we can't see the whole system. We need to purchase a longer camera line, which allows us to see into all the pipes in the City and address problematic areas.

We also need to acquire some sewage flow meters so we can better monitor neighborhoods with high rates of infiltration. This will enable us to identify deteriorating conditions that need repair and then make the repairs.

We propose to create a Small Works I & I Remediation Program that enables us to systematically take proactive and/or reactive measures to address I & I issues.

Total Estimated Project Cost: \$50,000/year

Priority: High to Moderate, depending on the Sewer Basin

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-62

An Emergency Ordinance of the City Council of Homer, Alaska Authorizing the City Manager to Negotiate and Execute an Airport Terminal Lease with Float Shuttle.

Sponsor: Mayor/City Manager

1. City Council Regular Meeting September 14, 2020 Introduction and Final Reading

**CITY OF HOMER
HOMER, ALASKA**

Mayor

ORDINANCE 20-62

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND
EXECUTE AN AIRPORT TERMINAL LEASE WITH FLOAT SHUTTLE.

WHEREAS, The Ravn bankruptcy and COVID-19 pandemic has cause a disruption in regularly scheduled commercial passenger air service between Homer and Anchorage; and

WHEREAS, Float Shuttle now holds Ravn Alaska’s FAA certificate for air service between Anchorage and Homer and has stated a desire to resume this scheduled Homer air service; and

WHEREAS, The lack of commercial passenger air service has negatively impacted those needing travel for medical needs, employment, commerce, and economic development, all of which are critical to the best interest of the public; and

WHEREAS, In addition to the disrupted air service, the City is losing revenue for terminal facility leasing and parking fees; and

WHEREAS, HCC 18.08 does not have any provision to allow for procurement of an emergency lease for the benefit of the community; and

WHEREAS, It is necessary to adopt an emergency ordinance to establish the provision of air service between Homer and Anchorage; and

WHEREAS, Time is of the essence and a competitive process where there is only one likely bidder only prolongs the loss of air service to the – detriment of the community; and

WHEREAS, The Homer City Council, based on the reasons stated above, declares the disruption in air service to the community constitutes an emergency requiring immediate action to enter into a sole source emergency terminal lease with Float Shuttle.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1: The Homer City Council of Homer, Alaska, authorizes the City Manager to negotiate and enter an emergency sole source terminal lease with Float Shuttle notwithstanding any contrary provisions of Title 18 applicable to the Float Shuttle lease.

ORDINANCE REFERENCE SHEET
2020 ORDINANCE
ORDINANCE 20-62

An Emergency Ordinance of the City Council of Homer, Alaska Amending the 2020 Budget by Appropriating Funds in the Amount of \$1,183,923.18 from the General Fund Fund Balance for the Purpose of COVID-19 Response and Mitigation. City Manager.

Sponsor: City Manager

1. City Council Regular Meeting September 14, 2020 Introduction and Final Reading

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

3 City Manager

4 **EMERGENCY ORDINANCE 20-63**

5
6 AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF HOMER,
7 ALASKA, AMENDING THE 2020 BUDGET BY APPROPRIATING
8 FUNDS IN THE AMOUNT OF \$1,183,923.18 FROM THE GENERAL
9 FUND FUND BALANCE FOR THE PURPOSE OF COVID-19
10 RESPONSE AND MITIGATION.

11
12 WHEREAS, On Friday, March 13, 2020, the President of the United States of America
13 declared a national emergency due to COVID-19; and

14
15 WHEREAS, On March 11, 2020, the Governor of the State of Alaska issued a Public Health
16 Disaster Emergency Declaration for COVID-19; and

17
18 WHEREAS, On March 18, 2020, the Mayor of the City of Homer declared a Local Health
19 Emergency due to COVID-19 which has been extended through October 27, 2020 with the
20 passage of Resolution 20-069; and

21
22 WHEREAS, Preparing and responding to COVID-19 requires available funding as the City
23 did not anticipate or budget for these expenditures; and

24
25 WHEREAS, Eligible expenditures incurred as a result of preparing and responding to
26 COVID-19 are reimbursable through funding provided through the Coronavirus Aid, Relief, and
27 Economic Security (CARES) Act; and

28
29 WHEREAS, The City of Homer, in its continued response to and mitigation of COVID-19
30 has identified additional mitigation measures that benefit community health and wellness;
31 and

32
33 WHEREAS, These material and service costs are necessary and will be incurred during
34 the performance period of March 1, 2020 through December 30, 2020 unless supply chain
35 disruptions out of the City's control occur; and

36
37 WHEREAS, The City Manager will reassess all approved expenses and provide an update
38 to Council at the October 26th meeting since the intent is not to encumber CARES Act dollars
39 that could be used for another purpose if the below projects cannot be accomplished by the
40 December 30th deadline; and

41
42 WHEREAS, The City Manager will present Council with methods to reappropriate CARES
43 Act dollars distributed by the State of Alaska to ensure all City material and service expenses

44 are reimbursed through this funding mechanism.

45

46 NOW, THEREFORE, The City of Homer Ordains:

47

48 Section 1: The FY 2020 budget is hereby amended by appropriating funds in the amount
49 of \$1,183,923.18 from the General Fund Fund Balance for the purpose of COVID-19 response
50 and mitigation:

51

52 Account No.	Description:	Amount:
53 100-0100	COVID-19 Response	\$1,183,923.18

54

55 Section 2: The Finance Department will continue to manage the project account for
56 COVID-19 Response in order to track all project related expenses.

57

58 Section 3: Like Emergency Ordinance 20-16, this emergency ordinance does not include
59 personnel costs associated with COVID-19 as those are being tracked and accounted for
60 separately and budget still remains to cover these expenses.

61

62 Section 4: This is a budget amendment ordinance, is not permanent in nature, and shall
63 not be codified.

64

65 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 14th day of September, 2020.

66

67 CITY OF HOMER

68

69

70 _____
KEN CASTNER, MAYOR

71 ATTEST:

72

73

74 _____
MELISSA JACOBSEN, MMC, CITY CLERK

75

76 YES:

77 NO:

78 ABSTAIN:

79 ABSENT:

80

81 Reviewed and approved as to form.

82

83

84 _____
Rob Dumouchel, City Manager

85

86 Date: _____



City of Homer

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Office of the City Manager

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Homer, Alaska 99603

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(f) 907-235-3148

Memorandum 20-141

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: September 10, 2020
SUBJECT: Additional Funding Necessary for COVID-19 Response and Mitigation

This memo presents detail on additional eligible CARES Act expenses contained in Emergency Ordinance 20-63 for continued City of Homer response to and mitigation of COVID-19 for the community. I've reviewed these material expenditures and concur they are necessary, were not accounted for in the budget most recently approved as of March 27, 2020, and will be incurred during the performance period of March 1, 2020 through December 30, 2020 as required by the CARES Act. A regular ordinance approving this appropriation will come before the body to resolve the 60 day time limitation. These expenses are in addition to the materials and services approved under Emergency Ordinance 20-47.

Services and materials purchased with Cares Act dollars must be received prior to or on December 30, 2020 by the City in order to meet the guidelines for the use of the funds. The exception to this requirement is a disruption by the vendor. Per US Treasury, *"in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control."* Staff will work diligently to accomplish the acquisition of these materials and services under US Treasury guidelines. It may not be possible to procure all items given variables such as staff capacity, limited supply of materials, and lack of availability from contractors. Staff will reassess all approved expenses and provide an update to Council at the October 26th meeting since the intent is not to encumber CARES Act dollars that could be used for another purpose if the below projects cannot be accomplished by the December 30th deadline.

Library: IT Upgrades Touchless Check Out & Digital Inclusion

\$79,492

COVID-19 has forced the Homer Public Library to drastically reduce and restrict its services; it has also caused many classes, meetings, church services, etc. to be conducted online, which creates a digital divide for patrons who lack other means of access to computer equipment. The project will expand access to services by purchasing laptops for circulation and more equitable access to and use of the Internet. The project also includes upgrading the print management system and converting the library to a radio-frequency ID (RFID) system, which includes touchless self-checkout capability, greatly reducing the handling of library materials during circulation and thus mitigating the potential to transmit COVID-19. These items were not funded in round-1 of CARES approved expenditures.

Community Recreation:**\$13,800**

Software for online registration	\$7,000.00
I Pads for registrations (5 @ \$500 for use at each recreation site HERC, HHS, Middle School, etc. (5 at \$500).	\$2,500.00
Remote internet cost	\$1,000.00
Vent fans X3 1,100.00 (2 for HERC gym, 1 for karate room)	\$3,300.00

Moving to online registration for Community Recreation programs mitigates the potential to spread COVID-19. It eliminates paper, pens and handling of money for registration, minimizing close interaction and shared touched surfaces between staff, volunteers and participants. Shared indoor spaces are much safer if the space is well ventilated. Vent fans mitigate the potential to spread COVID-19 during recreation activities in the HERC.

Planning: E-permitting system**\$75,000**

Moving to an online permitting application systems mitigates the potential to spread COVID-19. It makes applying for a permit more accessible for citizens and minimizes close interaction and shared touched surfaces. Our current zoning and public works permits are paper based. Applicants must contact each department separately to acquire permits. Under COVID-19 conditions, the Planning Department counter is no longer open to the public, because of the inability within the existing city hall configuration to adequately social distance. The Public Works Department is also closed to the public, again for COVID-19 safety concerns. Applicants submit paper permit forms and payments to the City via drop box, or via email. An online paperless application system would create a one stop shop permit system for the public, eliminate the need for public contact and paper, while increasing safety for staff. City staff would be able to see what permit activity is occurring, and have the ability to remotely review and issue permits. This item was not funded in round-1 of CARES approved expenditures.

Homer Volunteer Fire Department**\$216,198.80**

Lucas CPR machine X2	\$56,481.01
Power load patient lift system for 2 ambulances	\$26,713.50
Breathing Air Compressor	\$125,000.00
Overhead projector and screen	\$1,100.00
Medical training simulation system	\$6,904.29

The Lucas provides “consistent quality” CPR for those in cardiac arrest. What makes it specifically useful during the transportation of COVID cases is that it allows responders to perform quality CPR without exposing EMT’s to the risk of COVID airborne/droplet particles that are always generated during CPR events.

To mitigate the spread of COVID-19 among emergency responders, HVFD has reduced staff to two on calls. The power load patient lift system reduces injury risk to responders and patients when loading patients on stretchers into ambulances. Without the lift are expected to lift upward of 350-400 pounds.

The Breathing Ari Compressor provides breathing air for our responders during times when air quality is compromised such as it is when transporting COVID patients in the confined space of the ambulance. SCBA is the highest form of protection we can provide to our personnel or hospital personnel on calls where they are working with suspected or known COVID-19 patients.

The overhead projector and medical training simulation software allows us to perform responder training in HVFD’s apparatus bays (larger than training room) to keep a safe social distance. Upgrading from a training manikin to a simulation program upgrades allows EMTs to virtually treat the patient (manikin) so they don’t all have to be next to one another near the manikin.

City of Homer Emergency Operations Center \$323,830

Disaster response portable shelter	\$280,000
EOC software system	\$24,000
Video Conference unit for EOC. Same as what was purchased for Council Chambers. (Poly X-50)	\$3,830
High Frequency Radio for EOC (link to state EOC)	\$10,000
First Responder Alerting Software/Equipment	\$6,000

The all-weather, heatable portable shelter can be used for drive up COVID-19 testing for winter months or be set up as a Point of Dispensing (POD) for COVID-19 immunizations. Testing will continue through the winter until a vaccine can be distributed. Homer High School, due to classes being in session is not available to the City and health officials for POD. The shelter can also be set up as an auxiliary medical unit or shelter with shower/cooking unit should COVID-19 cases surge in Homer.

EOC software allows for more effective EOC functioning during events (like our recent tsunami evacuation) when personnel are called into the EOC during COVID-19 and helps manage the FEMA forms that are required for the COVID-19 emergency event. The video conference unit allows for EOC to communicate in real time with various partners for more effective response to COVID-19 events, like when the Tustemena was in route to Homer with confirmed COVID-19 cases. This item was not funded in round-1 of CARES approved expenditures.

The high frequency radio and first responder alerting software/equipment provides fail safe ways for direct communications between EOC and State EOC regarding directives related to COVID-19 response and for dispatch to contact first responders through their cell phones. These item were not funded in round-1 of CARES approved expenditures.

Council / City Hall: Cowles Chambers/Dias Retrofit \$90,000

Dais (expanded dais, potentially re-locate in room, microphones, wiring, replace carpet where needed)	\$30,000
Retrofit Chambers to be COVID conscious (upgrade technology for teleconference and Zoom capabilities, network services, etc.)	\$60,000

This project modifies Council Chambers to allow social distancing of Council Members and Commissioners for public meetings. This item was not funded in round-1 of CARES approved expenditures.

Public Works: \$95,000

Personal protective equipment and cleaning supplies for Parks and Janitorial staff.	\$10,000
Electronic Pay Kiosks (3 for campgrounds, 1 for airport, 1 for RV Dump Station @ \$17,000 each)	\$85,000

The pay kiosks reduce cash handling by City staff to mitigate spread of COVID-19.

Port & Harbor: \$183,000

Repeater, base station and 15 portable radios	\$150,000.00
Mobile radio @ \$5,500.00 ea x 6	\$33,000.00

The Port & Harbor has inadequate communications range while on patrol. The Port is a regional port with additional communications requirements and has already had operational communications issues with the following COVID response activities:

- 1) Managing large vessels under quarantine that need to anchor offshore and tender to the harbor for supplies, medical interventions, etc.
- 2) Port of Homer is the home port the AMHS vessel Tustumena and which was directed to quarantine at the Port of Homer during the June shipboard outbreak of Covid. Communications with the inbound vessel were paramount to a successful resolution.
- 3) The Port of Homer is the destination port for medical evacuations from non-road connected communities throughout Lower Cook Inlet. Extended communications range will support situation updates and medical advice to vessels with cases in route. Surface transport of COVID patients is the COOP plan for when weather does not permit VFR flights, or when the air transport companies refuse transport patients in small aircraft.

Legal Fees: \$4,000

The City has utilized City Attorney services related to COVID-19 for an average cost of \$1,000 per month starting in March. Budget to cover legal services was set aside for \$6,000 through Emergency Ord. 20-47. This additional amount is intended to cover expenses incurred from September – December.

Contingency (10%): \$107,629



City of Homer

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Office of the City Manager

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Memorandum

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: September 9, 2020
SUBJECT: City Manager's Report for September 14th Council Meeting

Settling In...

Since our last meeting I have been quite active meeting with staff, visiting City facilities, and getting to know some of our local stakeholders. I completed site visits and tours of the water and sewer systems, the fire station, both police stations, the library, the HERC, recreation facilities at Homer High School, parks facilities, various public restroom facilities, the road system, the airport, the port and harbor, the Public Works campus, and much more. These site visits were a great opportunity to get to know our departments and divisions on a much more personal scale. At every turn I was extremely impressed by the skills and depth of knowledge we have throughout the organization. I've also been making an effort to observe meetings of all of our various committees, commissions, and boards. I've been to one meeting of every group except for the Library Advisory Board which I hope to join for their October meeting. It's encouraging to see so many members of the public participating in their local government. In the coming weeks I will be looking to meet with more external stakeholder groups.

Resolution 20-050

The City's 2nd Quarter taxable sales report was provided to Council in last meeting's supplemental packet; the report showed a -18.06% change from the prior period. When comparing 2020 to 2019 for the 2Q, out of the 29 business types there were at least 12 sectors that had a significant ($\geq 50\%$) decrease in sales tax revenue with 3 exceeding what was booked last year. This report is an excellent guide in demonstrating the economic distress of the community as a result of the COVID-19 pandemic and the 3Q report will be just as telling. Resolution 20-050 outlines that City Council will reassess guidance on capital and operating spending after the first and second fiscal quarters' revenue is booked. Staff is aiming to provide Council with an up-to-date 2020 City of Homer quarterly report in comparison to 2019 to guide this discussion at the September 24th meeting or a future work session.

Plastic Bag Ban

There have been questions from vendors concerning the status of the plastic bag ban. Ordinance 20-18 lifted the ban until either September 15th or the City ceases to be under an emergency declaration for COVID-19, whichever is later. Resolution 20-069 extended the emergency order until October 27th and staff have updated the website to make this clear to the public that plastic bags are still allowed and that the ban will resume October 28th unless Council extends the declaration further.

Deferred Lease Payments, Assessment Penalties

Resolution 20-041 provided the opportunity for tenants leasing from the City to request permission to submit partial lease payments for up to 5 months. The tenants' request must be submitted beginning May 1st until September 30th. Port & Harbor and Homer Airport Terminal tenants received written and email notifications regarding this opportunity. Currently, there is one tenant that has exercised this option. The under-utilization of deferred lease payments thus far implies an extension of the partial lease payment program is currently not needed, however, if staff begins to receive new requests from tenants to reinstate this opportunity, I will bring this topic back before Council. Similarly, no customers have requested deferred utility payments with the City as permitted under Resolution 20-037. Since April, the Finance Department has not been charging late fees on utility payments for all customers and staff is seeking direction from Council if late fees should continue to be waived or reinstated.

Homer Airport Terminal

On September 2nd, my office received notice from Attorney Sleeper that the debtor maintaining RAVN's current sublease with the City for space at the Homer Airport Terminal was intending to reject the sublease. This rejection is required so that the City may enter into a new sublease arrangement with a potential tenant for the space RAVN was occupying. My office has yet to receive confirmation that the current sublease has been officially rejected, however, FLOAT, the company that assumed ownership and is still going under the name RAVN, is very interested in resuming operations to get our community up and running with air service. The legislation before you would allow the City to enter into a new, noncompetitive sublease arrangement with this tenant contingent upon the debtor rejecting the current sublease and the State of Alaska's approval; as property owner, the State must grant approval to all subleases at the Homer Airport Terminal. My office has had discussions with FLOAT's Chief Commercial Officer Dan Kitchens and is ready to move quickly once we have Council approval to negotiate a lease. Attorney Sleeper is assisting the City in pursuing the pre-petition (\$11,319.90) and post-petition rent (\$8,656.23) that went unpaid by the "old" RAVN.

New Police Sergeant – Jessica Poling

I would like to offer congratulations to Jessica Poling who has been promoted to Sergeant at the Homer Police Department. Sergeant Poling has been with the Homer Police Department for three years, and has an additional 12 years of law enforcement experience having served with the Navajo County Sheriff's Office in Arizona. Sergeant Poling serves as a Field Training Officer (FTO), is the department's only certified Drug Recognition Expert (DRE), and holds a bachelor's degree in sociology with a minor in criminal justice.

Horizon Court Update

During the September 24th Council meeting it was asked whether only a portion of the road would need repairs or essentially the whole road would need to be repaired/replaced. At this time, staff cannot make a determination as to how extensive the fix must be, but it appears our efforts can be localized to the area of the landslide and around the adjacent ravine. This issue will get further attention from Public Works, and likely a geotechnical engineer. There is a related follow up ordinance introduced at this meeting to complement the emergency ordinance passed at your last meeting.

Sunset View Estates, LLC Land Donation

In June, Council approved Resolution 20-059, accepting a donation of land on Soundview Avenue, for the purpose of storm water management. Per HCC 18.06.020 (c), a copy of the title report and Kenai Peninsula Borough tax assessment value are provided here. Staff consulted the City Attorney, who advised that a Warranty Deed would be the preferred transfer document. The land owner has provided and recorded a Warranty Deed as of 8/27/20, which completes the transfer of land to the City.

HAWSP and Water & Sewer Depreciation Reserve Funds

City staff has taken the lead on gathering and developing materials related to the HAWSP and Water & Sewer Depreciation Reserve Funds update which was postponed by Council until October. Staff is endeavoring to have materials available by the second meeting in September for the Council to use during a work session if they choose to do so.

Travel

In March 2020 the City halted all travel by employees due to COVID-19. While I intend to continue to limit travel, there are many reasons to allow travel on a case by case basis. I discussed this topic with the leadership team and we are developing new guidance for City travel. On a case by case basis, the City Manager may approve travel which is required for the acquisition or maintenance of professional certifications, transportation of materials, or other needs which provide clear value to the City.

Public Hearing Noticing

Some concerns have been raised related to nationwide delays in delivery times by the US Postal Service and how that connects to the City's public hearing noticing. I held a discussion with Planning staff about current procedures and any alternatives that may ensure we are providing adequate notice to the public in a timely fashion. I'm satisfied by the timelines in place within the Planning Department, but in our discussion we did identify some opportunities where we could do more to get the word out. We have begun to design a pilot program to place a public hearing notice sign at the location of planning projects which require a discretionary action be taken by the City.

Update on Camping at Hornaday Park

Camping at Hornaday Park has been different this year due to the COVID-19 pandemic. Travel patterns were disrupted and Council approved a program which allowed for individuals impacted by COVID to camp for free at the park. While there were positive impacts to individuals from this program, there was also an increase in the number of incidents reported by the Police Department at this location. HPD has recorded a 64% increase in service calls. Notable activities include a three times increase in the number of disturbance calls, four arrests, and two assaults. HPD has had to trespass a number of campers off the property due to inappropriate use and criminal behavior. I asked Parks and HPD to provide this information (see supporting documents in the enclosures) so that Council has realistic picture of the challenges for which we will need to be prepared if this program is repeated or an off-season program is to be developed (Hornaday Park closes to camping October 31st).

Homer Public Library Now Offers Outdoor Wi-Fi

The Homer Public Library now offers 24/7 wi-fi access outside the library building. The signal should be accessible in the plaza and the parking lot to the west of the building. The log-in process is the same as for in-building access. If you need help with connecting, please call 907-235-3180.

Tsunami Upgrading System

During the July 21 tsunami warning, staff were unable to activate the sirens from the City's tsunami station because the server was down. In the last Manager's Report I shared the tsunami warning system on the Kenai Peninsula is old and may be past due for an upgrade. Dan Nelson with the Office of Emergency Management contacted the City to report that the Borough is pursuing an upgrade and plans to be in Homer in October or November to conduct the necessary field work. Enclosed please find the email from Emergency Manager Nelson detailing the work to be performed to ensure an upgrade to the electronic controllers for the siren system.

COVID: Masks, ERG Programs, Status of 1st Disbursement

The City and Public Health Nurses have received and are distributing 2,500 masks throughout the community. I would like to thank both the State for providing this resource and all-star volunteer Elaine Grabowski for helping manage the distribution of the masks. Elaine has been visiting businesses around town and providing masks wherever there is need. She is an excellent example of how community members can step up to help ensure public safety. Elaine is not alone in this endeavor and there have been many Community Champions working to keep COVID-19 out of Homer. On Tuesday September 8th, Program Manager Perman in consultation with Special Projects & Communications Coordinator Carroll published the Nonprofit, Social Service and Childcare Business Economic Relief Grant Programs to the City's website. The public can now apply online or submit paper applications and the deadline for applications to be received is October 2nd. Please help spread the word of these opportunities throughout the community. As of September 3rd, the direct costs recorded to the City's COVID account is roughly \$1.4 million. Finance Director Walton is still adding up regular hours for inclusion in this figure, but her initial estimations aren't more than a couple hundred thousand. In order for the City to receive the second disbursement, a total of \$3,094,207.03 (80%) must be spent. I will work with staff to balance how the expenses associated with the newly released ERG programs will be applied to both the CARES Act funds the City received directly from the state and the grant funds received from the Borough.

Enclosures:

1. Sergeant Promotion Memorandum from Chief Robl
2. Sunset View Estates, LLC documents
3. Hornaday Park Camping documents
4. August 26, 2020 Email from Emergency Manager Nelson
5. September 8, 2020 SBERG Update



City of Homer

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Police Department

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police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: Robert Dumouchel, City Manager
FROM: Mark Robl, Chief of Police
DATE: September 8, 2020
SUBJECT: Sergeant Promotion

Sergeant Nate Hull submitted his resignation. His last day of work will be August 28th.

We had three officers express interest in being considered for the position. Last week our promotion board met and evaluated the candidates. After careful consideration and review the board has chosen Officer Jessica Poling to be our next sergeant. She will assume her new duties next week.

Officer Poling has worked for the Homer Police Department for three years. Prior to working for us, she spent 12 years working in law enforcement in Arizona. Officer Poling was a sergeant with the Navajo County Sheriff's Office for five years. She has attended numerous law enforcement related training and supervision courses. She holds a bachelor's degree in sociology with a minor in criminal justice and an advanced certification level from the Alaska Police Standards Council.

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STATUTORY WARRANTY DEED

THIS INDENTURE, made this 15th day of April, 2005, by and between JOHN R. HANSEN and VIOLA M. HANSEN, husband and wife, whose address is PO Box 132, Anchor Point, AK. 99556, Grantors, and SUNSET VIEW ESTATES, LLC, an Alaska Limited Liability Company, whose address is 446 Mountain View Drive, Homer, AK 99603, Grantee, WITNESSETH:

That the said Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, convey and warrant to Grantee, and to Grantee's successors and assigns, the following described real property located near Homer, Alaska, to wit:

Government Lot One (1) and a portion of Government Lot Two (2), Section 19, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska; EXCEPTING THEREFROM that portion lying within FOOTHILLS SUBDIVISION UNIT 1, Plat No. 86-101, FOOTHILLS SUBDIVISION UNIT 2, Plat No. 87-68, and FOOTHILLS SUBDIVISION UNIT 3, Plat No. 98-31;

SUBJECT TO all reservations, restrictions, encumbrances and easements of record or ascertainable by physical inspection, if any;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same with the appurtenances, unto the said Grantee and to Grantee's successors and assigns, FOREVER.

DATED this 15th day of April, 2005.

John R. Hansen
JOHN R. HANSEN

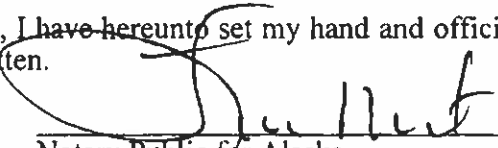
Viola M. Hansen
VIOLA M. HANSEN

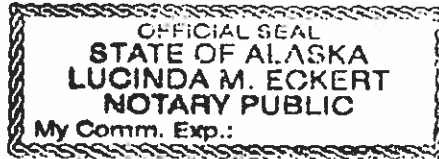
C. MICHAEL HOUGH
Attorney at Law
3733 Ben Waters Lane,
Suite 7
Homer, Alaska 99603
Tel (907) 235-8184
Fax (907) 235-2420

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared JOHN R. HANSEN and VIOLA M. HANSEN, known to me and to me known to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein described.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.


Notary Public for Alaska
My Commission Expires: 3-5-06



26015
Return to:
Grantee

C. MICHAEL HOUGH
Attorney at Law
3733 Ben Waters Lane,
Suite 2
Homer, Alaska 99603
Tel (907) 235-8184
Fax: (907) 235-2420

STATUTORY WARRANTY DEED



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Recording Dist: 309 - Homer
8/3/2007 8:41 AM Pages: 1 of 4



WJZ

FOOTHILLS SUBDIVISION
Sunset View Estates ADDITION NO.2
Restrictions on Use, Alienation and Occupancy

Section 1. Land Use. Lots are zoned rural residential in the city of Homer and shall be used to conform to the land use laws of the city of Homer with the exceptions as noted.

Section 2. Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any Lot as per the zoning restrictions of the City of Homer. However, certain professional and administrative occupations may be carried on within residences on Lots so long as there exists no external evidence thereof.

Section 3. Signs. No Signs of any kind, shall be displayed to the public view on any Lot except a sign of not more than six (6) square feet advertising the property for sale or rent, homeowners name and signs used by the builder or to advertise the properties during the construction or sales period. No such signs shall be nailed or affixed to trees. All signs shall comply with the current zoning ordinance regulations applicable to signs. House numbers and family names are allowed.

Section 4. Animals. No animals, sled dogs, livestock including horses or poultry of any kind shall be raised, bred or kept on any Lot excepting that three (3) dogs, cats or other pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. All pets shall be chained, fenced or otherwise restrained at all times. No pets shall be allowed to run freely. Lot Owner is responsible for removing it's pets animal feces from all area of the Planned Community (i.e. when walking bike trails, sidewalks, etc.). No vicious dogs, as defined by ordinances of the city of Homer shall be kept on any Lot.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance or danger to the neighborhood. Owners shall contain or control their animals to the extent necessary to eliminate nuisances (including but not limited to barking dogs) to the neighbors.

Section 6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting other than ground cover or other material shall be placed or allowed to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the flow of drainage facilities in the assessment, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No live vegetation shall be disturbed in the perimeter buffer easements, except where utilities and storm drainage structures are to be installed, all disturbed areas must be re-vegetated with buffer landscaping. The perimeter buffer landscaping must be maintained.

Section 7. Waste Materials. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such matter shall be kept in sanitary containers.

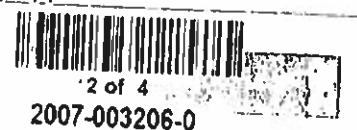
Section 8. No duplexes shall be allowed. Small one bedroom mother in law type living designs are acceptable as long as the apartment is less than 850 square feet and is restricted to one bedroom or less.

Section 9. Storage. All vehicles, boats, trailers, campers, motorcycles, recreational vehicles, snow machines, all-terrain vehicles, and cross-country vehicles of any type, midget cars and all other similar types of property must be stored inside, or in a licensed covered trailer or directly along side or behind the home. No such property may be stored, located or maintained on any street in the subdivision. No airplanes, ultra-light aircraft, helicopters or similar devices or parts thereof shall be kept on any property within the subdivision. Fuel storage is prohibited except for home heating tanks. Home heating tanks shall be painted to match house color.

Section 10. Antennae. Each dwelling shall be permitted one (1) standard TV, AM/FM antenna, VHF radio, and one small satellite dish. No large sending/receiving antenna or the like shall be permitted in the subdivision. It is the intent of this section to prohibit the proliferation of antenna (other than standard TV, AM/FM , VHF radio and a small satellite receiving dish) in the subdivision.

Section 11. Vehicles. No vehicle or trailer may be abandoned or allowed to remain on any Lot for more than thirty (30) days if it is not in operating condition and all vehicles in any Lot must be licensed. No equipment such as bulldozers, work trucks and road graders may be parked on any Lot or street except during that time it is actually working in that area of the subdivision in a continuous manner. No Lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade. All owners shall comply with the parking ordinances of the City of Homer which are applicable to residential neighborhoods i.e., there shall be no on-street parking overnight. No vehicle shall be parked to block a bike path or sidewalk. No recreational vehicles shall be covered in any manner with tarpaulins or other such unsightly coverings.

Section 12. Overall Design and Structure. The Developer wishes to create a superior residential neighborhood which exhibits a wide range of designs, appearances



and colors. Thus, No set of building plans may be replicated or repeated (defined as less than approximately 30% change to the house front) within the subdivision unless approved by Sunset View Estates LLC.

Section 13. Driveway, Dwelling Location, Clearing Limits and Set-Back Lines.

All required slope stabilization and sedimentation control shall be provided at all times during construction. All construction shall comply with the City of Homer, the Alaska Department of Environmental Conservation and the EPA Storm Water Pollution Prevention Plan requirements. A Lot layout plan showing house, driveway and clearing limit locations shall be plotted in compliance with the intent of this Section by a registered surveyor at the Lot owner's expense.

Section 14. Dwelling, Quality and Size. The ground floor living area of the main structure, exclusive of one story open porches, garages and greenhouses, shall not be less than 1,300 square feet of finished living space for a one-story dwelling excluding basement and walk-out basement and garage. Any two story dwelling shall have a minimum size of 1,800 square feet of finished living area, excluding basement and walk-out basement and garage. One-car garage minimum required, two-car recommended. Detached garage is allowed.

Section 15. Drainage. All driveways and walkways from the street shall conform with the natural drainage, or rolled curb and gutters, to allow unimpeded flow drainage. Any alteration of natural drainage shall become the responsibility of the party changing grades and shall so make the necessary provisions for such water and run-off. Anything else herein to the contrary notwithstanding where driveways cross walkways or bike paths the cross slope shall not exceed 3%. All culverts shall be 18 inches in diameter and have prefabricated flared galvanized metal ends. Lot Owners must maintain culverts and keep openings clean of debris, etc.

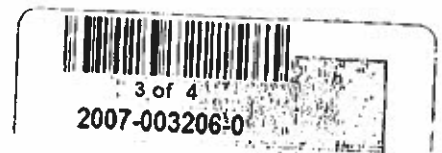
Section 16. Lawns and Landscaping. All disturbed areas shall be landscaped by the Homeowner with trees, shrubs, mulch and grass and seeded, weather permitting, not later than the first growing season after taking residency.

Section 17. Greenbelts or Open Spaces. Any areas in the greenbelt disturbed by utilities, storm drainage structures, grading, contouring, cutting or filing, must be re-contoured in a natural, pleasing manner and re-vegetated.

Section 18. Driveway Paving and Location of Utilities. Any utility connections or work that disturb or damage subdivision pathways, roads, curbs or buffer vegetation must be repaired or replaced by the Lot Owner.

Section 19. Permanent, Detached Structures (Outbuildings). No storage structures can be over 200 (200) square feet in storage space and not over twelve feet (12') in height. Similar siding and roofing to that of the dwelling must be used. Metal, aluminum or similar structures shall **not** be allowed. Such structures shall be finished the same as the house. Detached garages in excess of 200 feet are allowed.

Section 20. Siding, Roofs and Colors. No metal building shall be constructed or maintained on any Lot. No T1-11 or sheet wood siding or metal roofing may be used in



the construction of dwellings or permanent, detached structures. Natural stain earth tone colors shall be allowed. the intent is to have pleasing and differing colors from house to house.

Section 21. Completion of Exteriors. All houses must be enclosed and exteriors finished within twelve (12) months of the time of the beginning of construction. This time may be extended for compelling reasons at the discretion of Sunset View Estates LLC to avoid hardship. No building shall be occupied prior to completion of the exterior.

Section 22. Fences. Hedges, shrubs or trees shall be used for screening. Dog runs shall be concealed by a wooden fence.

Section 23. Changes to restrictions. Any changes to the above defined restrictions shall require a simple majority vote from the lot owners in Sunset View Estates phase one. All lot owners are eligible one vote. If any party owns more than one lot in phase one, the owner is eligible to vote each lot .

SUNSET VIEW ESTATES, LLC.

Dawn Cabana
DAWN CABANA, Authorized Agent

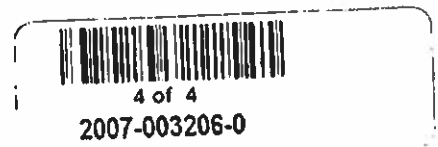
Return To:
Sunset View Estates, LLC
Box 49
Homer AK
99603

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On this 2nd day of August, 2007, before me, the undersigned Notary Public in and for said State, personally appeared DAWN CABANA known to me to be the authorized agent of SUNSET VIEW ESTATES, LLC., the limited liability corporation that executed the within instrument, and known to me to be the individuals who executed the within instrument on behalf of the limited liability corporation therein named, and acknowledged to me that such limited liability corporation executed the same pursuant to its by-laws and by authority of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

Terry L. Felde
Notary Public for Alaska
My Commission Expires: 4-5-11





ce/22

**Greenbelt Easement
for
Foothills Subdivision
Sunset View Estates Addition No. 2
Phase One**


THIS EASEMENT is made this 10th day of April, 2007, by the undersigned lot owners. The undersigned lot owners do hereby declare this document to be binding upon all lots within Foothills Subdivision - Sunset View Estates - Addition No. 2 - Phase One, according to the official plat thereof, filed under Plat No. 2007-31 Homer Recording District, Third Judicial District, State of Alaska.

EFFECTIVE DATE. This easement shall become effective on the date of recording, and shall remain in effect for a period of Fifty (50) years from the date of recording.

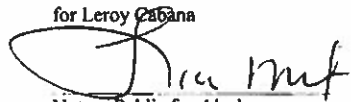
PURPOSE. The purpose of this Easement is to ensure the protection and preservation of the natural vegetation in accordance with accepted conservation practices. The location and width of the greenbelts are shown on the above referenced subdivision plat.

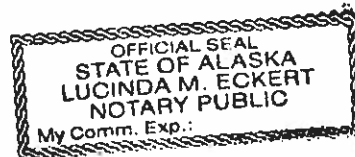
EASEMENT. The vegetative greenbelts shall remain in a natural state. No permanent structure shall be constructed within the greenbelt easement. Effected properties are under the ownership of the respective lot owner(s). No structures or roadways shall be constructed within any easement. In the event the area identified as greenbelt easement is disturbed during construction of roads, buildings, or landscaping activities, the disturbed area will be replanted with native trees and grasses during the soonest growing season available.

EXECUTED on the day and year first above written.


Sunset View Estates LLC
by Leroy Cabana, Member
PO Box 49
Homer Ak 99603

Notary's Acknowledgement
Subscribed and sworn to me before me this 10th day
of April, 2007

for Leroy Cabana

Notary Public for Alaska
My Commission Expires 3-27-10



Page 1 of 1
Return Original to
Sunset View Estates LLC
PO Box 49
Homer Ak 99603

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2007-000870-0

Recording Dist: 309 - Homer

3/12/2007 11:50 AM Pages: 1 of 39



Foothills Subdivision
Sunset View Estates

cc

SUBDIVISION AGREEMENT
CITY OF HOMER, ALASKA

February 2007

RETURN TO:
LARRY CABANA
P.O. BOX 49
HOMER, AK 99603

RECORD IN THE HOMER RECORDING DISTRICT

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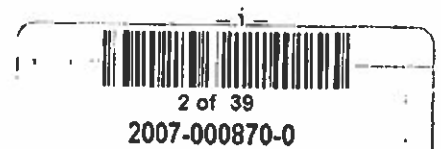
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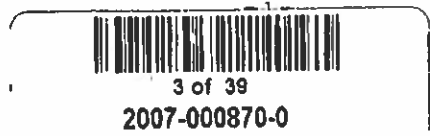
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SUBDIVISION AGREEMENT

THE CITY OF HOMER (hereinafter "City"), an Alaska first class city, and Sunset View Estates, LLC. (hereinafter "Developer"), enter into the following Agreement this _____ day of _____, 2007.

Leroy L. Cabana executes this Agreement on behalf of Developer. Developer is an Alaskan Company and the person who executes the Agreement on behalf of Developer does so in the capacity of Manager. Leroy L. Cabana warrants that he has authority to execute this Agreement on behalf of Developer. The parties to this Agreement shall accept notices at the following addresses and telephone numbers:

City

Director of Public Works
City of Homer
3575 Heath Street
Homer, Alaska 99603
Phone: (907) 235-3170
Fax: (907) 235-3145

Developer

Leroy Cabana
P.O. Box 49
Homer, AK 99603
907 399-1287
Larry 399-3520
Larry 235-6003

The real property which is the subject of this Agreement (hereinafter the "Property") is located in City of Homer and is described as:

Foothills Subdivision
Sunset View Estates No. 2
Phase I

(This legal description is taken from a preliminary plat for a subdivision and may be subject to change after recording the final plat.)

Developer seeks the City's approval of a final plat for subdivision of the Property pursuant to HCC Chapter 22.10. In consideration of City's approval of a final plat for the subdivision, Developer agrees to construct and install the improvements described in Article IV of this Agreement in accordance with all the terms, covenants and conditions of this Agreement. No zoning permit shall be issued and no city utility connection shall be allowed for any lot within the subdivision of the Property until the improvements described in this Agreement have been completed and accepted by the City, unless otherwise allowed under Attachment A of the Agreement.



Developer shall construct and install the following improvements:

<input checked="" type="checkbox"/>	streets	<input checked="" type="checkbox"/>	electrical
<input checked="" type="checkbox"/>	curb/gutter	<input checked="" type="checkbox"/>	monumentation
<input checked="" type="checkbox"/>	sidewalks	<input type="checkbox"/>	street lighting
<input type="checkbox"/>	storm drain	<input type="checkbox"/>	traffic control devices
<input checked="" type="checkbox"/>	drainage	<input checked="" type="checkbox"/>	street signs
<input checked="" type="checkbox"/>	sanitary sewer	<input checked="" type="checkbox"/>	telephone
<input checked="" type="checkbox"/>	water	<input type="checkbox"/>	other:

Developer estimates the cost of the improvements to be \$1,141,035. Developer estimates final completion date for these improvements to be August 31, 2008.

ARTICLE I. GENERAL PROVISIONS

1.01 Application of Article

Unless this Agreement expressly provides otherwise, all provisions of this article apply to every part of this Agreement.

1.02 Permits, Laws, and Taxes

Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other entitlements necessary to its performance under this Agreement. All action taken by Developer under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. Developer shall pay all taxes, permit and license fees, fines, and judgments pertaining to its performance under this Agreement.

1.03 Relationship of Parties

A. Neither by entering into this Agreement, nor by doing any act hereunder, may Developer or any contractor or subcontractor of Developer be deemed an agent, employee or partner of City, or otherwise associated with City other than, in the case of Developer, as an independent contractor. Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of City or otherwise associated with City other than, in the case of Developer, as an independent contractor. Developer shall notify all its contractors and subcontractors of the provisions of this section.



B. By entering into this Agreement, the City does not thereby become a party to a construction contract. This Agreement is not a contract for public works or for public construction, but rather it sets the conditions that must be met for approval of a final subdivision plat. The City shall have no obligation to pay any of Developer's contractors, subcontractors, suppliers, materialmen or laborers.

1.04 Engineer's Relation to City

Notwithstanding any agreement whereby City reimburses Developer's engineering costs, an engineer retained by Developer to perform work under this Agreement shall not be deemed an agent, employee, partner or contractor of City, or otherwise associated with City.

1.05 Developer's Responsibility

Developer shall be solely responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding Developer's delegation to another of the actual performance of any term, covenant or condition hereof.

1.06 Allocation of Liability

Developer shall indemnify and hold City harmless from any loss, claim, action, demand, fine, judgment, cost or expense arising from any act or omission, related in whole or in part to this Agreement, of Developer, his agents, employees or contractors. The liability assumed by Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements.

1.07 Disclaimer of Warranty

Notwithstanding this Agreement or any action taken by any person hereunder neither City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of any property, plan, design, material, workmanship or structure for any purpose.

1.08 Non-Discrimination

A. In performing its obligations under this Agreement, Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status or age.



B. In selling property or improvements in the subdivision, Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status or age.

1.09 Cost of Documents

All plans, reports, drawings, or other documents that this Agreement requires Developer to provide City shall be furnished at Developer's expense.

1.10 Public Utilities

A. Any public utility service contemplated by this Agreement which is regulated by the Alaska Public Utilities Commission in the City of Homer need be provided only to areas where the service is allowed by the Alaska Public Utilities Commission or applicable law. All such utility service shall conform to the rules, regulations and tariffs of the Alaska Public Utilities Commission to the extent they may apply.

B. If the Alaska Public Utilities Commission disallows any utility service by City or any utility following execution of this Agreement, the provisions of the disallowed service shall be deleted from the requirements under this Agreement without affecting any other part hereof. The disallowance shall not be grounds for any claim, action or demand against City.

C. Developer shall protect existing utilities from damage and shall immediately repair, at its sole expense, any damage to existing utilities caused by Developer or his agents, employees or contractors.

1.11 Time is of the Essence

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant and condition of this Agreement.

1.12 Assignments

A. Except insofar as subsection B of this section specifically permits assignments, any assignment by Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by Developer to assign any part of its interest of its interest or delegate any duty under this Agreement shall constitute a default entitling City to invoke any remedy available to it under Section 1.13.



B. Developer may assign its interest or delegate its duties under this Agreement:

1. to the extent that Article 9 of the Uniform Commercial Code requires that assignments of contract rights be allowed; or

2. to its contractors and subcontractors, subject to Section 1.05; or

3. as expressly permitted in writing by City.

1.13 Default - City's Remedies

A. City may declare Developer to be in default if Developer:

1. is adjudged a bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage or any law for the benefit of insolvent debtors; or

2. has failed in any measurable way to perform its obligations under this Agreement, provided City gives Developer notice of the failure to perform and Developer fails to correct the failure within thirty (30) days of receiving the notice; or if the failure requires more than thirty (30) days to cure, Developer fails within thirty (30) days of receiving the notice to commence and proceed with diligence and continuity to cure the failure.

B. Upon a declaration of default, City may do any one or more of the following:

1. Terminate the Agreement without liability for any obligation maturing subsequent to the date of the termination.

2. Perform any act required of Developer under this Agreement, including constructing all or any part of the improvements after giving seven (7) days' notice in writing to Developer. Developer shall be liable to City for any costs thus incurred. City may deduct any costs thus incurred from any payments then or thereafter due Developer from City whether under this Agreement or otherwise.

3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing Developer's obligations under this Agreement.



4. Pursue any appropriate judicial remedy, including but not limited to an action for injunction and civil penalties pursuant to Section 1.16.020 of the Homer City Code.

1.14 Bankruptcy or Insolvency

A. In the event that Developer shall file a petition, or an order for relief is entered against Developer, under Chapter 7 of the Bankruptcy Code, and the Trustee of Developer shall elect to assume this Agreement for the purpose of assigning the same, such election and/or assignment may only be made if all of the terms and conditions of subsections 1.14 B. and 1.14 C. hereof are satisfied. If such Trustee shall fail to elect to assume this Agreement for the purpose of assigning the same within sixty (60) days after such Trustee shall have been appointed, this Agreement shall be deemed to have been rejected. City shall be thereupon immediately entitled to exercise any remedies available to it under section 1.13 B. of this Agreement, and this Agreement shall be canceled, but City's right to be compensated for damages in such bankruptcy proceedings shall survive.

B. 1. In the event that Developer files a Petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code or a proceeding filed by or against Developer under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13 proceeding and the Trustee of Developer or Developer as debtor-in-possession fails to assume this Agreement within sixty (60) days from the date of filing of the Petition or such conversion, the Trustee or debtor-in-possession shall be deemed to have rejected this Agreement. No election to assume this Agreement shall be effective unless in writing and addressed to City and unless, in City's business judgment, all of the following conditions, which City and Developer acknowledge to be commercially reasonable, have been satisfied:

a. The Trustee or the debtor-in-possession has cured or has provided City adequate assurance (as defined hereunder) that:

i. within ten (10) days from the date of such assumption the Trustee or debtor-in-possession will cure all monetary defaults under this Agreement; and

ii. within thirty (30) days from the date of such assumption the Trustee or debtor-in-possession will cure all non-monetary defaults under this Agreement, or if the non-monetary default requires more than thirty (30) days to cure, the Trustee or debtor-in-possession will within thirty (30) days commence and proceed with



diligence and continuity to cure the non-monetary defaults under this Agreement.

b. The Trustee or the debtor-in-possession has compensated, or has provided to City adequate assurance (as defined hereunder) that within ten (10) days from the date of assumption City will be compensated for any pecuniary loss incurred by City arising from the default of Developer, the Trustee, or the debtor-in-possession as recited in City's written statement of pecuniary loss sent to the Trustee or debtor-in-possession.

c. The Trustee or the debtor-in-possession has provided City with adequate assurance of the future performance of each of Developer's obligations under this Agreement; provided, however, that:

i. the Trustee or debtor-in-possession shall also deposit with City, as security for the timely performance of Developer's obligations under this Agreement, an amount equal to 115% of that amount by which City's estimate of the cost of completion of the improvements exceeds the amount of the performance guaranty in place under section 2.02 of this Agreement; and

ii. the obligations imposed upon the Trustee or debtor-in-possession shall continue with respect to Developer after the completion of bankruptcy proceedings.

d. City has determined that the assumption of the Agreement will not breach any provision in any other agreement by which City is bound relating to the Property or to any off-site improvements which Developer is required to construct under this Agreement.

2. For purposes of this subparagraph B., adequate assurance shall mean:

a. City shall determine that the Trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure City that the Trustee or debtor-in-possession will have sufficient funds to fulfill the obligations of Developer under this Agreement; and

b. an order shall have been entered segregating sufficient cash payable to City and/or there shall have been granted a valid and perfected first lien and security interest in property of Developer, Trustee or debtor-in-possession, acceptable as to value and kind to City, to secure City the obligation of the Trustee or



debtor-in-possession to cure the monetary and/or non-monetary defaults under this Agreement within the time period set forth above.

C. 1. If the Trustee or debtor-in-possession has assumed the Agreement pursuant to the terms and provisions of subparagraphs A. and B. of this section 1.14, for the purpose of assigning (or elects to assign) Developer's interest under this Agreement, to any other person, such interest may be so assigned only if City shall acknowledge in writing that the intended assignee has provided adequate assurance as defined in this subparagraph C. of future performance of all of the terms, covenants and conditions of this Agreement to be performed by Developer.

2. For purposes of this subparagraph C., adequate assurance of future performance shall mean that City shall have ascertained that each of the following conditions has been satisfied:

a. the assignee has admitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts determined to be sufficient by City to assure the future performance by such assignee of Developer's obligations under this Agreement;

b. if requested by City, the assignee shall have obtained guarantees in form and substance satisfactory to City from one or more persons whom City determines to be creditworthy;

c. the assignee has submitted in writing evidence, satisfactory to City, of substantial development experience in subdivision projects of comparable size to the development contemplated under this Agreement; and

d. City has obtained all consents or waivers from any third party required under any agreement by which City is bound to enable City to permit such assignment.

D. Neither Developer's interest in this Agreement, nor any lesser interest of Developer herein, shall pass to any Trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Developer ("state law") unless City shall consent to such transfer in writing. No acceptance by City of rent or other payments from any such Trustee, receiver,



assignee, person or other entity shall be deemed to have waived, nor shall it waive, the need to obtain City's consent or City's right to terminate this Agreement for any transfer of Developer's interest under this Agreement without such consent.

E. In the event Developer or any guarantor of Developer's obligations hereunder ("guarantor") shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under state law, or if any proceedings are filed by or against such guarantor under the Bankruptcy Code, or any similar provisions of any future federal bankruptcy law, or if a receiver or Trustee of the property of Developer or guarantor shall be appointed under state law by reason of Developer's or guarantor's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of Developer's or guarantor's property for the benefit of creditors under state law; then and in such event City may, at its option, terminate this Agreement and all rights of Developer hereunder without further obligation to Developer, by giving Developer written notice of the election to so terminate.

1.15 Non-Waiver

The failure of City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of City thereafter to enforce each and every provision hereof.

1.16 Interpretation

A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents or sections titled "Special Provisions".
2. Article II of this Agreement titled "Construction of Improvements" and Article III of this Agreement titled "Acceptance of Improvements".



3. Article I of this Agreement titled "General Provisions".

4. Documents incorporated under Article IV of this Agreement.

5. Article IV of this Agreement titled "Improvement Requirements".

6. Any other documents incorporated by reference herein.

1.17 Effect of Standard Specifications

The Standard Specifications of the City (as defined in Section 1.22 of this Agreement) are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise; provided, however, that provisions in the Standard Specifications describing the relationships and responsibilities of parties to municipal construction contracts do not apply herein to the extent that they conflict with any provision of this Agreement.

1.18 Amendment

The parties may amend this Agreement only by written agreement which shall be attached as an appendix hereto.

1.19 Jurisdiction - Choice of Law

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Homer. The law of the State of Alaska shall govern the rights and duties of the parties under this Agreement.

1.20 Severability

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

1.21 Integration

This instrument and any writing incorporated by reference herein embody the entire Agreement of the parties. This Agreement shall supersede all previous communications.



representations or agreement, whether oral or written, between the parties hereto.

1.22 Definitions

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- "Acceptance" by City means a determination that an improvement meets City construction standards and does not refer to accepting a dedication of the improvement by Developer effected in the platting process or otherwise.
- "City", for the purposes of administering this Agreement, means the Director of Public Works of the City, or his designee.
- "City improvements" means improvements which are to be dedicated to City or which are to be operated and controlled by a City-owned utility.
- "Developer's engineer" means an engineer, registered as a professional engineer under the laws of the State of Alaska, retained by Developer at its sole expense, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of the work, and preparing as-built data.
- "Improvements" means all work which Developer is required to perform by this Agreement.
- "Standard Specifications" means the current version, as amended by any future amendments of the following, listed in order of precedence:
 1. Homer City Code, Titles 11, 13 and 14;
 2. the City of Homer Standard Construction Specifications; and
 3. the Design Criteria Manual for Streets and Storm Drainage of the City of Homer.



ARTICLE II. IMPROVEMENT CONSTRUCTION
STANDARDS AND PROCEDURES

2.01 Recording of Final Plat

Developer shall be solely responsible for all platting of the property. The final plat for the subdivision or any portion thereof shall not be recorded until Developer has submitted and City has approved the performance guaranty required by section 2.02.

2.02 Performance Guaranty

A. Developer shall guarantee, for the benefit of City, that Developer will perform all of its obligations under this Agreement. The guaranty shall be in one or more of the forms specified by sections 2.03, 2.04, 2.05 and 2.06 and shall be subject to final approval by City. During the term of this Agreement, Developer may, with the written consent of City, substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one or more of the forms specified by sections 2.03, 2.04, 2.05 and 2.06.

B. Amount of Guaranty

1. The guaranty shall be in an amount equal to the estimated cost of all improvements which shall be computed as follows. Developer shall submit for City's approval a cost estimate for each improvement required by this Agreement. Developer's engineer shall prepare and certify all cost estimates. The estimated cost of all improvements shall be the sum of the approved estimated cost of constructing each improvement, plus an overrun allowance of 10% of the estimated cost.

2. If City finds that increases in construction costs between the time City approves the estimated improvement costs under section 2.02 of this Article and the time the improvements are completed have rendered the approved estimated improvement costs unreasonably low, City may require Developer to increase the performance guaranty to an amount equal to an approved estimated cost of all improvements based upon current construction costs.

C. If Developer is not in default under this Agreement, City may allow a reduction in the amount of the performance guaranty, or the amount secured thereby, not exceeding the difference between the estimated cost of all improvements and the current estimated cost of the work remaining to be



performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by section 3.08.

D. As soon as one of the following occurs, City shall release any performance guaranty which has not been used or encumbered under section 1.13:

1. the final acceptance of all improvements and the posting of warranty guaranty as provided in section 3.08.
2. the expiration of the warranty period as provided in section 3.07; or
3. the expiration of a period of three (3) years from the date of a declaration of default under section 1.13.

2.03 Performance Bond

Developer may provide performance bonds from a company qualified by law to act as a surety in the State of Alaska. The bonds shall be in a form approved by City. The bonds shall name City as an obligee and Developer or its contractor as the principal.

2.04 Escrow

Developer may deposit cash in an escrow with a bank or financial institution qualified by law to do business in the State of Alaska. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by City. No escrowed funds shall be disbursed to Developer without prior written approval by City.

2.05 Letter of Credit

Developer may cause a bank or financial institution qualified by law to do business in the State of Alaska to issue an irrevocable letter of credit to City as beneficiary. The letter of credit shall be in a form approved by City. No funds available under the letter of credit shall be disbursed to Developer without prior written approval by City.

2.06 Deed of Trust

A. The Developer may grant the City a deed of trust to land in the City, securing the estimated cost of all improvements. The City need not accept a deed of trust if the amount to be secured by the deed of trust exceeds two-thirds



of the unencumbered value of the land subject to the deed of trust. The unencumbered value of a lot or parcel of land is the Kenai Peninsula Borough Assessor's most recent estimate of its value, less the amount of any outstanding encumbrances.

B. The City shall release a lot or parcel from the deed of trust only if the Developer deposits cash, in the amount specified in subsection C of this section, in an escrow with a bank or lending institution qualified by law to do business in the State of Alaska. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

C. The amount to be escrowed under subsection B of this section shall be computed as follows:

1. Add the number of lots subject to the deed of trust that are no larger than one acre to double the number of lots subject to the deed of trust that are larger than one acre;
2. Divide the amount of guaranty computed under Section 2.02 by this sum;
3. The quotient is the amount to be escrowed for the release of a lot no larger than one acre; double the quotient is the amount to be escrowed for the release of a lot larger than one acre.
4. Tracts, lots, or parcels greater than four acres shall not be released unless the amount to be escrowed is separately negotiated.

2.07 Prerequisites to Construction

Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until the requirements of sections 2.08 through 2.13 have been met.

2.08 Engineer

A. Developer shall retain at its sole expense an engineer, registered as a professional engineer under the laws of the State of Alaska, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of the work, and preparing as-built data. The engineer shall perform the work described herein in accordance with City's recommended procedures for consulting engineers. If this Agreement requires the City to reimburse Developer for any



engineering costs, the method of compensating of the engineer shall be attached as an appendix hereto.

B. Developer shall inform City of the name and mailing address of the engineer it has retained to perform the duties described in subsection A. of this section and agrees that notice to the engineer at the address so specified regarding the performance of such duties shall constitute notice to Developer. Developer shall promptly inform City of any change in the information required under this subsection.

2.09 Plans and Specifications

A. Developer shall submit to City, in such form as City may specify, all plans and specifications pertaining to the construction of the improvements.

B. Developer shall submit to City proof that it has retained an engineer to perform the duties described in section 2.08 A.

C. If Developer performs, or if City requires Developer to perform, soil tests or other tests pertaining to the design of improvements, Developer shall submit reports of the test results with the plans and specifications.

D. City shall approve the plans and specifications as submitted, or indicate to Developer how it may modify them to secure approval, within three weeks from the submission of all plans and specifications for the improvement.

2.10 Quality Control Program

A. Developer shall submit to City, in such form as City may specify, a quality control program for the construction of the improvements. Developer shall pay the cost for developing and implementing the quality control program.

B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications and safety requirements. The program shall include at least the following:

1. The frequency and type of all tests to be performed.
2. A list of all persons who will perform tests and inspections.
3. Procedures for coordinating testing and inspections with City and for providing advance notice to

City of all inspections and tests which City shall witness.

4. Procedures for reporting quality control activities, including discoveries of deficiencies in the work.

2.11 Work Schedule

A. Developer shall submit to City, in such form as City may specify, a work schedule.

B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. For each improvement, the schedule shall indicate starting and completion dates for the following:

1. clearing, grubbing and removing of overburden,
2. excavation, installation, backfill and compaction for each utility to be installed by Developer,
3. excavation, backfill, and compaction for street facilities other than paving,
4. paving, and
5. work to be completed by public utilities, e.g., Homer Electric Association and Telephone Utilities of the Northland.

2.12 Materials

A. Developer shall submit, in such form as City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement.

B. Upon City's request, Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

2.13 Liability Insurance

Developer shall provide proof that it has acquired the insurance required under HCC 11.20.075 or other provisions of the Standard Specifications, whichever is greater, in the form and amount prescribed therein or, if Developer has engaged a prime contractor to perform the work under this Agreement, proof that the prime contractor has acquired such insurance, also naming Developer as an insured.



2.14 General Standards of Workmanship

A. Developer shall construct all improvements in a workmanlike manner in accordance with plans, specification and contracts approved by City and with the terms, covenants and conditions of this Agreement. Developer shall not incorporate any material or equipment into an improvement unless City has approved its use. Unless City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.

B. If in the course of construction conditions appear that, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications, or contracts to meet a higher standard of performance, Developer shall make the modification or substitution.

C. Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.15 Placement of Utilities

Developer shall place all utilities underground, except where this requirement is specifically waived under Article IV of this Agreement.

2.16 Work in Right-of-Way

Developer shall comply with HCC Chapter 11.20 and all other ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to City and that will permit City to properly schedule work that it will perform.

2.17 Surveyor

All surveys required for the completion of improvements under this Agreement shall be made by a person registered as a professional land surveyor under the laws of the State of Alaska.



2.18 Required Reporting

A. Quality Control

1. Developer shall submit to City regularly and promptly written reports describing the results of all tests and inspections required by the quality control program and all other tests and inspections which Developer may make.

2. Developer shall coordinate testing and inspections with City and provide advance notice to City of all tests and inspections which City shall witness as required by the approved quality control program.

B. Construction Progress

1. At such intervals as City may require, Developer shall enter on the approved work schedule progress chart the actual work progress to date and immediately forward two (2) copies of the marked progress chart to City.

2. If actual progress indicates that Developer will not perform the work as scheduled, Developer shall prepare and submit a revised schedule for City's approval.

3. In addition to any other notice that this Agreement may require, Developer shall give City reasonable notice prior to commencing the following:

- a. clearing and grubbing;
- b. completion of excavation;
- c. installation of utilities, placement of backfill or classified backfill;
- d. first concrete pour;
- e. first placement of leveling course;
- f. first placement of asphalt; and
- g. first placement of seal coat.

C. Surveys

Developer shall furnish promptly to City copies of all record surveys required for the completion of the improvements.



D. Non-approval of Deviations

Express or implied approval by City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement.

2.19 Progress Payments

Developer shall pay its contractors all contract progress payments when due.

2.20 Surveillance

A. City may monitor the progress of the work and Developer's compliance with this Agreement and perform any inspection or test which it deems necessary to determine whether the work conforms to this Agreement.

B. If Developer fails to notify City of inspections, tests and construction progress as required by section 2.17, City may require, at Developer's expense, retesting, exposure of previous stages of construction, or any other steps which City deems necessary to determine whether the work conforms to this Agreement.

C. Any monitoring, tests or inspections that City orders or performs pursuant to this section are solely for the benefit of City. City does not undertake to test or inspect the work for the benefit of Developer or any other person.

2.21 Stop Work Orders

A. The City may issue an order to the Developer, by personal delivery or posting at the site, to stop work within twenty-four (24) hours, under conditions including, but not limited to, the following:

1. If required inspection reports, field notes, and test report are not submitted to the City when required.

2. If the project creates a condition that the City deems hazardous or detrimental to the public or public right-of-way, or if the project is in violation of any law or regulation for the protection of the environment.

3. If unauthorized deviations from the design or this Agreement occur which are, in the City's opinion, substantial and which the Developer refuses to remedy in



a timely manner after Developer's receipt of notices from the City regarding these deviations.

4. If construction procedures and responsibilities are not in compliance with this Agreement and Chapters 11.04 and 13.08 of the Homer City Code.

5. If copies of required permits are not on the construction site and made available to City for review upon request. If not, the City reserves the right to close the work down until such time as the permits are present.

Upon issuance of a stop work order, Developer shall stop all work on the project unless the stop work order is limited to a specific portion or aspect of the project.

B. A stop work order shall remain in effect until City approves:

1. arrangements made by Developer to remedy the nonconformity; and

2. assurances by Developer that future nonconformities will not occur, and the City issues a written notice to proceed.

C. The issuance of a stop work order under this section is solely for the benefit of City. City does not undertake to supervise the work for the benefit of Developer or any other person. No suspension of work under this section shall be grounds for an action or claim against City or for an extension of time to perform the work.

D. Developer shall include in all contracts for work to be performed or materials to be used under this Agreement the following provision:

City of Homer, pursuant to a Subdivision Agreement on file with the city clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Subdivision Agreement. In the event that a stop work order is issued by City, the contractor shall immediately cease all work and wait further instructions from Developer.



2.22 Access

City shall have access to all parts of the subdivision necessary or convenient for monitoring Developer's performance, inspecting, surveying, testing or performing any other work.

2.23 Maintenance

A. Until City accepts the improvements, Developer shall maintain all existing roads within the subdivision that are necessary for access to property not owned by Developer. For the purposes of this subsection, existing roads are roads that physically exist as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal, and similar activities, but does not include repair, replacement or reconstruction unless necessitated by Developer's acts or omissions.

B. Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to City's acceptance of the improvements, except for damage caused solely by City, its agents, employees or contractors. Developer shall give reasonable notice to City before undertaking the repair of the damaged improvement.

C. During construction Developer shall maintain in their pre-construction condition all existing off-subdivision roads that are used as access to the subdivision. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal, and similar activities, but does not include repair, replacement or reconstruction unless necessitated by Developer's acts or omissions.

2.24 Operation of Improvements Prior to Acceptance

A. Before City accepts the improvements, City may enter upon, inspect, control and operate any improvement if City determines that such action is necessary to protect the public's health, safety and welfare.

B. The action described in subsection A. of this section shall not constitute the acceptance of any improvement by City, nor shall the action affect in any way Developer's warranty under this Agreement.

2.25 Time



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A. All improvements required by this Agreement shall be completed within two years of the date of execution hereof, unless otherwise specified herein.

B. Developer shall begin actual construction of improvements required under this Agreement in accordance with Developer's work schedule as approved by City.

C. If Developer is delayed by an act or omission of City not otherwise authorized under this Agreement, or by changes ordered in the work, labor disputes, fire, delays in transportation, casualties, or other causes beyond Developer control, or by any cause which City in its discretion determines to be adequate to justify the delay, the time of completion of construction under this Agreement may be extended for a reasonable time, which shall be determined by City. No extension shall be granted unless Developer gives notice in writing to City within ten (10) days after the occurrence of the cause for delay. In the case of a continuing delay, only one notice is required.

ARTICLE III. ACCEPTANCE OF IMPROVEMENTS

3.01 Prerequisites to Acceptance

City shall not accept the improvements until all the requirements of sections 3.02 through 3.05 have been met.

3.02 Monuments and As-Built Drawings

A. Upon completing the improvements, Developer shall place or replace all lot corners and monuments and shall monument the center lines of all required paved streets with monuments of at least one-foot rebar and alcap at points of curvature, ends of curvature, intersections and centers of cul-de-sacs. Such monumentation shall be in accordance with any standards established by City.

B. No later than sixty (60) days after the final inspection and certification under section 3.05 F. Developer shall provide City with one acceptable set of reproducible mylar as-built drawings for each improvement. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Alaska to represent accurately the improvements as actually constructed.



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3.03 Certificate of Compliance

Developer shall furnish City with a certificate of compliance for the work performed under this Agreement in the form prescribed by the Standard Specifications.

3.04 Conveyance of Easements and Rights-of-Way to City

Developer shall convey to City any easement, right-of-way or other property interest necessary to allow access to City improvements to operate, maintain or repair-City improvements. Developer may condition the conveyance upon City's acceptance of the improvements.

3.05 Inspection

A. Upon receiving notice that Developer has completed the improvements, City shall schedule inspections of the improvements. City may inspect all improvements and any other work in dedicated easements or rights-of-way.

B. A non-city-owned utility may inspect any phase of work on an improvement of which it is to assume control.

C. City or appropriate non-city-owned utility shall inform Developer in writing of any deficiencies in the work found in the course of its inspection.

D. Developer shall, at its own expense, correct all deficiencies found by inspections under subsections A. or B. of this section. Upon receiving notice that the deficiencies have been corrected, City or appropriate non-city-owned utility shall reinspect the improvements.

E. City or appropriate non-city-owned utility may continue to reinspect an improvement until Developer has corrected all deficiencies in the improvement.

F. After a final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards, and each non-city-owned utility which is to assume control of an improvement certifies that the improvement or improvements are acceptable to it, and Developer has furnished the as-built drawings required by section 3.02 B, City shall notify Developer that all improvements have been accepted.



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3.06 Consequences of Acceptance of Improvements

A. City's final acceptance of City improvements constitutes a grant to City of all Developer's right, title and interest in and to City improvements.

B. By accepting City improvements under this Agreement, City does not undertake to maintain any such improvement, unless obligated to do so by applicable statute, ordinance, regulation or tariff.

3.07 Developer's Warranty

A. Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered no more than one year from the date City notifies Developer of the acceptance of the improvements. This warranty shall cover all direct and indirect costs of repair or replacement, and damage to property, improvements, or facilities of City or any other person caused by such failure or defect, or in the course of repairs thereof, and any increase in cost to City of operating and maintaining a City improvement resulting from such failures, defects or damage.

B. Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by City.

C. Except as provided in subsection B. of this section, the fact that City takes any action or omits to take any action authorized in this Agreement, including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of Developer's warranty.

D. Any subcontractor, manufacturer or supplier warranty assigned by Developer to City shall name City as beneficiary of the warranty, and shall commence on the date of acceptance by City, not on date of shipment, installation or other date.

3.08 Warranty Guaranty

A. To secure Developer's performance of the warranty under section 3.07, the performance guaranty provided by Developer under section 2.02 shall remain in effect until the end of the warranty period, or Developer shall provide a



warranty guaranty by one or more of the methods described in sections 2.03 through 2.06.

B. The amount of the warranty guaranty shall be the percentage of the estimated cost of all improvements determined by the following table:

Estimated Cost of All Improvements	Percent to Secure Warranty
less than \$500,000	10.0%
\$500,000 - \$1,000,000	7.5%
more than \$1,000,000	5.0%

3.09 City's Remedies Under Warranty

A. City shall notify Developer in writing upon its discovery of any failure or defect covered by the warranty in section 3.07. City shall notify Developer before conducting any test or inspections to determine the cause of the failure or defect, and shall notify Developer of the results of all such tests and inspections.

B. Developer shall correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from City. Developer shall correct the failure or defect at its own expense and to the satisfaction of City.

C. If Developer fails to correct the failure or defect within the time allowed by subsection B. of this section, City may correct the failure or defect at Developer's expense. If Developer fails to pay City for the corrective work within thirty (30) days of receiving City's bill therefor, City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work.

D. Notwithstanding subsections A and B, City may take immediate action to correct any failure or defect that City determines poses a substantial risk to the public health, safety or welfare. In such case, City shall notify Developer of the failure or defect and the City's action as soon as possible. Developer shall pay City for such corrective work. If Developer fails to pay City for the corrective work within thirty (30) days of receiving City's bill therefor, City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work.



3.10 Conditions of Reimbursement

A. Scope of payment. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the Developer shall accept the reimbursement as herein provided in full payment for those improvements eligible for reimbursement. The Developer shall do all things necessary to perform and to complete the improvements according to this Agreement, including but not limited to furnishing all supervision, labor, tools, implements, machinery, supplies, materials, water, heat, utilities, transportation and permits necessary to perform the work. The Developer shall be responsible for all loss, damage or liability arising from the nature of the work or from the action of the elements or from any unforeseen difficulties which may be encountered. Work paid for under one item will not be paid for under another item.

The making of a reimbursement payment under this Agreement, either before or after the date set for completion of the improvements, shall not operate to invalidate any of the provisions of this Agreement nor to release any surety.

B. Withholding. The City may withhold from a reimbursement payment for any of the following reasons:

1. defective work;
2. claims made by contractors, subcontractors, suppliers, laborers, or the Alaska Department of Labor;
3. claims made directly against the City alleging an act or omission on the part of the Developer, contractor, subcontractors, or their agents in connection with the work;
4. damage to the City;
5. reimbursements for work done by the City because of any failure to carry out the work in accordance with this Agreement.

C. Payment of claimants. Any claim received by the City against the Developer, its contractor, or subcontractors from any materialmen, laborer, supplier, subcontractor or the Alaska Department of Labor will be forwarded to the Developer by personal delivery, fax, or certified mail as soon as practical following receipt by the City. Thirty (30) days after Developer's receipt of the said notice, the City is authorized to pay the claim from any reimbursement due to the Developer unless the Developer has notified the City in writing by personal service, fax, or certified mail that the said claim is contested or proof that it has been paid. Only upon receipt of such notice is the City's authority to pay the



claim revoked. Revocation of authority to pay a claim shall not prohibit the City from paying any claim, levy or attachment under compulsion of law.

Sums withheld pursuant to disputed claims will not be paid to the claimant except where compelled by legal authority. Such sums may be paid to the Developer upon the filing of a statement by the Developer and its surety on a suitable form acceptable to the City stating that: (1) the Developer contests the validity of the claim; (2) that the surety acknowledges responsibility for the payment of the claim in the event it is valid; and (3) that the Developer and the surety specifically agree to hold the City harmless for making payment to the Developer of the sums withheld.

In the event that the Developer revokes authority to pay a claimant as provided herein and refuses to execute the said statement referenced above, the City may institute an interpleader action in a court of appropriate jurisdiction and all court costs and attorney's fees incurred by the City shall be paid by the Developer or the surety. Claimants are not intended beneficiaries of this subparagraph and shall have no recourse against the City for any failure to pay claims from sums withheld from the Developer.

D. Final payment. Upon acceptance of the improvements eligible for reimbursement, the City will accept a request for reimbursement. No reimbursement payment shall be made until the Developer has filed with the City, prior to acceptance of the improvements, a notarized Certificate of Compliance in the form substantially as follows:

I(we) hereby certify that all improvements have been performed and materials supplied in accordance with the Development Agreement for the improvements, that all due and payable wages have been paid to laborers, workmen and mechanics, that all payroll taxes have been paid, and that all claims for material and labor and other services performed in connection with the Agreement have been satisfied.

There shall be deducted from the final payment any sums withheld pursuant to subparagraphs 3.10 B and 3.10 C.

E. Bond or appropriations. Any reimbursement under Section 3.10 shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay



in reimbursing the Developer due to the unavailability of funds, except for the payment of interest, nor shall such delay constitute a breach of this Agreement. Any delayed reimbursement payment shall bear interest at the rate of 6% per annum until paid.

F. Correction of work. No reimbursement payment shall relieve the Developer of responsibility for faulty materials or workmanship and he shall remedy any defects due thereto.

3.11 Completion of Performance; Release of Warranty

A. City shall inspect the improvement at or before the end of the warranty period and before releasing any performance guaranty or warranty guaranty then in effect. Developer shall correct any failure or defect in the work revealed by the inspection as required by section 3.09.

B. On Developer's satisfactory performance of all its obligations under this Agreement, City shall execute a written statement acknowledging such performance and shall release any remaining security posted by Developer under this Agreement.

ARTICLE IV. IMPROVEMENT REQUIREMENTS

4.01 Improvements Required

The Developer shall design, construct and install the improvements specified in this Article. The Developer shall bear the cost of all improvements, and is entitled to reimbursement therefor only if so provided in this Article.

4.02 Street, Alleyway, Monumentation, Traffic Control, Street Lighting, Street Name Signing, and Drainage Improvements

(Mark the appropriate alternatives with an X.)

(X) A. Street improvements shall be provided in accordance with Titles 11 and 13 of Homer City Code, and the Standard Specifications. If the Homer City Council so directs pursuant to HCC 11.04.050(C) (alternative B will be marked), the Developer shall upgrade construction of designated arterial and collector streets from local residential street construction standards, to full arterial or collector standards and the City shall reimburse the incremental cost of upgrading to arterial and collector street standards of construction. The Developer shall pay 100% of the cost of all other street and alley improvements. The cost of all street and alley improvements is estimated to be \$515,405.



1. List street and alley improvements for which the Developer is not entitled to reimbursement (not including the incremental cost to upgrade collector or arterial streets):

2. The estimated cost of street and alley improvements for which the Developer is not entitled to reimbursement is \$_____.

() B. The City shall reimburse the Developer for the cost of upgrading designated roads from local residential street standards to arterial and collector streets standards as provided in subsection A of this section.

1. List arterial or collector streets to be upgraded for which the Developer shall be partially reimbursed:

2. The reimbursable cost of the upgrade of arterial and collector streets is estimated to be \$_____.

(X) C. Drainage improvements and erosion control shall be provided in accordance with City standards.

1. Describe the drainage system and erosion control for the subdivision:

An adequate drainage system, which may include necessary storm drainage facilities as described in HCC 11.04.080, shall be required. The drainage facilities shall accommodate lateral and upstream contribution, as well as subsurface flows which are exposed during construction, and an approved drainage outfall shall be provided.

2. An erosion and sediment control plan shall be submitted and will be considered an integral part of the street design. If the area of land disturbance is five acres or more, Developer shall provide City a copy of its stormwater discharge permit from the Environmental Protection Agency.

3. The cost of the drainage system and erosion control improvements is estimated to be \$20,000.



(X) D. Traffic control devices, including striping where applicable, shall be installed in accordance with HCC 11.04.130 and the Standard Specifications. The cost of these improvements is estimated to be \$3600.

() E. Street lighting shall be provided as required under HCC 11.04.110, and shall be in accordance with the Standard Specifications and electric utility standards. The cost of these improvements is estimated to be \$_____.

() F. Monumentation shall be provided as required by Section 3.02 of this Agreement and HCC 11.20.090, and shall be in accordance with the City's surveying requirements and procedures. The cost of these improvements is estimated to be \$_____.

(X) G. Street name signs shall be provided in accordance with HCC 11.04.130 and the Standard Specifications. The cost of these improvements is estimated to be \$1500.

(X) H. Sidewalks or bicycle paths shall be provided in accordance with HCC 11.04.120. The estimated cost of these improvements is \$35,000.

() I. Temporary road access shall be provided for existing residents, service vehicles, and emergency vehicles. The estimated cost of temporary road access is estimated to be \$_____.

4.03 Sanitary Sewer Improvements

(Mark the applicable alternative with an X.)

(X) A. Sewer system improvements shall be provided in accordance with HCC Chapter 11.20 and Titles 13 and 14. The estimated cost of the sewer system is \$290,500

() B. A sanitary sewer system need not be provided by this Developer. However, any lot, parcel or tract upon which any building or structure is built after the execution of this Agreement, and which lot, parcel or tract is not served by sanitary sewer system, shall be served by the builder as an on-site sanitary system conforming to the standards of the Alaska Department of Environmental Conservation.

4.04 Water System Requirements

(Mark the applicable alternative with an X.)



(X) A. Water system improvements shall be provided in accordance with HCC Chapter 11.20 and Titles 13 and 14. The total cost of the water system is estimated to be \$222,000.

() B. The Developer shall otherwise provide for the installation of a water system to serve all lots, parcels and tracts which are part of the subdivision. The Developer's total water system cost is estimated to be \$_____.

() C. A water supply system need not be provided by this Developer. However, any lot, parcel or tract upon which any building or structure is built after the execution of this Agreement, and which lot, parcel or tract is not served by a water system, shall be served by the builder as an on-site system conforming to city and state standards.

4.05 Electrical Facilities

The Developer shall execute an agreement with a privately owned utility company or otherwise provide for the installation of an underground electrical system to serve all lots, parcels and tracts which are part of this subdivision except insofar as the applicable APUC tariff does not provide for service to the subdivision. Electrical system improvements shall be provided in accordance with HCC 21.10.055 and Titles 11 and 13. The Developer's total electrical system cost is estimated to be \$30,000.

4.06 Telephone Facilities

The Developer shall execute an agreement with a privately owned utility company or otherwise provide for the installation of an underground telephone system to serve all lots, parcels and tracts which are part of this subdivision except insofar as the applicable APUC tariff does not provide for service to the subdivision. Telephone system improvements shall be provided in accordance with HCC 21.10.055 and Titles 11 and 13. The Developer's total telephone system cost is estimated to be \$23,000.

4.07 Deletion of Improvements

4.08 Attachments Included

The following documents, whether or not attached hereto, are integral parts of this Agreement:

(Mark applicable documents with an X.)

X Final Plat

- X Special Provisions, Attachment A
- X Work Schedule, Attachment B
- X Project Manual & Plans - on file @ Public Works
- X Engineer's Estimate, on file @ Public Works
- X Quality Control Plan, on file @ Public Works
- X Corps Permit & SWPPP NOI, on file @ Public Works
- X Performance Bond Letters of Credit from First National Bank & Wells Fargo on file @ Public Works

4.09 Miscellaneous Provisions

A. The subdivider shall confer with local postal authorities to determine locations of cluster mailboxes. If clustering or special locations are specified, provisions shall be included in the development plans.

B. The drainage system shall include all work and all drainage facilities which are necessary to eliminate perimeter ponding and to abate adverse drainage impacts on neighboring parcels.

IN WITNESS WHEREOF the parties hereto have set their hands on the date first set forth above.

CITY
CITY OF HOMER, ALASKA

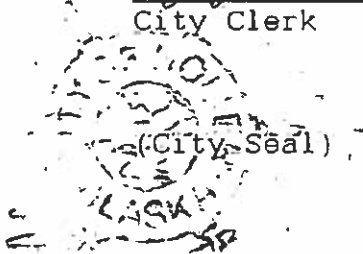
DEVELOPER
Sunset View Estates, LLC

By *Walt Wrede*
Walt Wrede
City Manager

By *Leroy L. Cabana*
Leroy L. Cabana
Its: Manager

ATTEST:

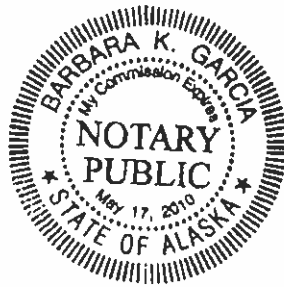
J. J. [Signature]
City Clerk



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2 day of March, 2007, before me, the undersigned Notary Public, personally appeared Leroy L. Cabana, known to me to be the Manager of Sunset View Estates, LLC, a corporation organized and existing under the laws of the State of Alaska, and he acknowledged to me that he executed this Subdivision Agreement on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.



Barbara K Garcia
Notary Public in and for Alaska
My commission expires: 5/17/2010

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2nd day of March, 2007, before me, the undersigned Notary Public, personally appeared Walt Wrede, known to me to be the City Manager of City of Homer, a corporation organized and existing under the laws of the State of Alaska, and he acknowledged to me that he executed this Subdivision Agreement on behalf of said City of Homer for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first hereinabove written.



J. Johnson
Notary Public in and for Alaska
My Commission Expires: 10/13/07



**Attachment A
Special Provisions To**

**Foothills Subdivision, Sunset View Estates
2007 Subdivision Agreement**

Paving Improvements & Building Permits

It is the intent of the Developer to complete all improvements required within the Subdivision Agreement by September 30, 2007. If any conditions such as, but not limited to, weather or contractor scheduling prevent the ability to install the paving improvement during the 2007 construction season, the curb, sidewalk, and paving improvements will be constructed in 2008 no later than August 30, 2008.

The City of Homer will not restrict issuance of zoning permits or water/sewer permits based on the delay of pavement until 2008. Should it be determined that the paving improvements will be delayed until 2008, permits may be issued after all other improvements of the Agreement are constructed in 2007 and accepted by the City.

Engineer's Estimate & Bonding Basis

• Street Improvements	\$515,405
• Drainage	\$20,000
• Traffic Control Devices	\$3600
• Street Signs	\$1500
• Sidewalks	\$35,000
• Sewer	\$290,500
• Water	\$222,000
• Electric	\$30,030
• Phone	<u>\$23,000</u>

Total Improvements Estimate \$1,141,035

Total Plus 10% for Performance Bond \$1,255,138

Detailed Engineer's Estimate on File at City of Homer, Public Works Department

Letters of Credit for the Performance Bond are issued from First National Bank and Wells Fargo Bank for \$1,255,138. Letters are on file at City of Homer Public Works Department and Finance Department.

The City of Homer will reimburse the Developer for the increase in material costs for upsizing the water line from 8" to 10" within the Subdivision.



Attachment B
Work Schedule

Foothills Subdivision,
Sunset View Estates
2007 Subdivision Agreement

Wm. J. Nelson & Associates											
Sunset View Estates No.2 Subdivision Improvements - Phase 1											
Construction Schedule											
	APR 15 2007	MAY 15 2007	JUN 15 2007	JUL 15 2007	AUG 15 2007	SEP 15 2007	OCT 15 2007	NOV 15 2007	DEC 15 2007	JAN 15 2008	FEB 15 2008
1. Utility Installation - Water and Sewer											
Sewer System Install											
Water System Install											
Traffic Way Excavation											
Retention Pond Construction											
2. Utility Installation - Electric, Telephone and Cable											
Electric - HEA											
Telephone - ACS											
Cable - GCI											
3. Road Construction											
Construction Surveying											
Geogrid/Geotextile Installation											
Type II Fill Placement											
Type III Fill Placement											
4. Paving											
Curb and Gutter Installation											
Leveling Course Placement											
Asphalt Placement											
Painted Traffic Markings											
Seeding											
Install Traffic Signs											



378

No. 4170

T65 R13W
T65, R14W

F1A

FILED FOR RECORDING

11 Sept, 1947 at 1:15 P.M.

HOMER ELECTRIC ASSOCIATION, INC.
Homer, Alaska

Vol. 17 Page 378 + 378A

Homer Recording Precinct

RIGHT-OF-WAY EASEMENT

Terr. of Alaska

At the Request of Lillian Walli I KNOW ALL MEN BY THESE PRESENTS, that we, the under-

signed Lillian Walli (unmarried) (husband and wife), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the HOMER ELECTRIC ASSOCIATION, INC., a cooperative corporation, (hereinafter called the "Cooperative") whose post office address is Homer, Alaska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the Seldovia Recording Precinct, Third Division, Territory of Alaska, and more particularly described as follows:

Lots one & two of Section 19 in Township six south of Range 13 west of the Seward Meridian, Alaska, containing 67 & 90/100th of an acre. Also - Lots one and two of Section nine in Township six south of range thirteen west and the east half of the northeast quarter of Section 24 in Township six south of Range 14 west of the Seward Meridian, Alaska, containing 147 & 99/100th of an acre. Also - Acre as described on reverse side of this sheet -

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

THE UNDERSIGNED agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

THE UNDERSIGNED covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 17th day of November, 1947.

Signed, sealed and delivered in the presence of:

Zelda Hersee
Philatallan

Lillian Walli (L.S.)

(L.S.)
(L.S.)
(L.S.)
(L.S.)

UNITED STATES OF AMERICA }
TERRITORY OF ALASKA } ss:

THIS IS TO CERTIFY that on this 17th day of Nov, 1947, before me, a Notary Public in and for the Territory of Alaska, residing therein, duly commissioned and sworn, personally appeared Lillian Walli (unmarried) (husband and wife), known to me to be the individual described in and who executed the foregoing instrument, and she (they) personally acknowledged to me that she (they) executed the same freely and voluntarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named Territory the day and year in this certificate first above written.



Robert T. Hamilton
Notary Public
Homer, Alaska

328A

From the North West corner of Section 20 township 6 south
range 13 west toward meridian, go south 1207.1 feet to tree
point of beginning, thence north 7⁵ degrees and 15 minutes
east 247 feet to a point, thence south 239.6 feet to a point,
thence west 14 degrees and 45 minutes south 247 feet to a
point, thence north 239.6 feet to a point of beginning, con-
taining one and 3/10th acres, more or less. The same being
a part of the N. O. Svedlund homestead.

THE UNITED STATES OF AMERICA
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:-

WHEREAS, a certificate of the Register of the Land Office, at Anchorage, Alaska, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1882, "To Secure Homesteads to Actual Settlers", on the Public Domain, and the Acts supplemental thereto, the claim of HENRY ALBERT WELLS, has been established and duly consummated, in conformity to law, for the Lots One and Two of Section nineteen in Township six south of Range thirteen west of Seward Meridian, Alaska, containing sixty-seven acres and ninety-eight hundredths of an acre, according to the official plat of the survey of the said land, on file in the General Land Office, NOW KNOW YE, That there is, therefore, granted by the United States unto the said claimant the tract of land above described; ~~TO HAVE AND TO HOLD~~ the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued waterrights for mining, agricultural, manufacturing, or ~~other~~ other purposes, and the right to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States, excepting and reserving, however, to the United States all the coal in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of March 8, 1923, (42 Stat. 418). And there is also reserved to the United States a right of way for the construction of Railroads, telegraph and telephone lines, in accordance with the Act of March 18, 1914, (40 Stat. 308), This entry is made under Section 29 of the Act of February 25, 1920, (41 Stat. 437), and the patent is issued subject to the rights of prior permittees or lessees to use so much of the surface of said lands as is required for mining operations, without compensation to the patentee for damages resulting from proper mining operations.

This patent is issued supplemental to Patent No. 1029586, dated July 25, 1929, for the purpose of correcting an error in the description.

IN TESTIMONY WHEREOF, I, HERBERT HOOVER President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN, under my hand, at the city of Washington, the eighth day of September in the year of our Lord one thousand nine hundred and thirty, and of the Independence of the United States the one hundred and fifty-fifth.

SEAL

by the, President, HERBERT HOOVER,
By, Viola B. Pugh, Secretary,
M.P. LeRoy, Recorder of the
General Land Office,

RECORDED PATENT
No. 1040368

Filed for the record at the request of Ero Walli on the 9th, day of Feb. 1931, and recorded in Book 1, at page 74, of Deeds in the Seldovia Precinct, and recorded by W.A. Fival.



Kachemak Bay Title Agency,
Inc.
3733 Ben Walters Lane, Suite
1
Homer, AK 99603
Phone - (907) 235-8196
Fax - (907) 235-2420

**COMMITMENT
FOR
TITLE INSURANCE**

TO:

FOR QUESTIONS REGARDING THIS COMMITMENT, PLEASE CONTACT:

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Closer:
File No.: 35892
Phone No.:
Fax No.:
Email:

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Title Officer: Kathy Hemstreet
File No.: 35892
Phone No.: (907) 235-8196
Fax No.: (907) 235-2420
Email: kathy@kbaytitle.com

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.


Countersigned by:


Authorized Countersignature




Frederick H. Eppinger
President and CEO

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603
(907) 235-8196


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No.: 35892

1. Effective Date: July 31, 2020 at 8:00 A.M.

2. Policy or Policies to be issued:

Type of Policy	Amount	Premium
(a) A.L.T.A. Owner's 2006 (Standard) Minimum premium amount Proposed Insured: CITY OF HOMER	T.B.D.	\$250.00
(b) A.L.T.A. Loan Policy		N/A

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. Title to the said estate or interest in said land is at the effective date hereof vested in:

SUNSET VIEW ESTATES LLC

5. The land referred to in this Commitment is described as follows:

Lot Two (2), Block Two (2), FOOTHILLS SUBDIVISION SUNSET VIEW ESTATES ADDITION NO. 2 PHASE ONE, according to Plat No. 2007-31, in the Homer Recording District, Third Judicial District, State of Alaska.

For Information purposes only, the property address is purported to be:
935 Soundview Ave., Homee, AK 99603



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

File No.: 35892

The following are the requirements to be complied with:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured:
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Pursuant to the State of Alaska, Division of Insurance Order No. R92-1, dated May 4, 1992, the charge for providing this commitment is to be billed at this time. Payment of this charge must be made within 30 days of this initial billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

NOTE: Investigation should be made to determine if there are any service, installation, maintenance, construction, reimbursement and/or hookup charges/costs for sewer, water, garbage, electricity or other utilities outstanding and not of record.

NOTICE

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown in Paragraph 7, General Exceptions has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources, Public Information Center, 550 W. 7th Ave. Anchorage, Alaska 99501.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No.: 35892

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims, of easement, not shown by the Public Records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. (a) Unpatented mining claims;
(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
(c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.
10. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:
Recorded: September 18, 1959
Volume/Page: 17/328
Granted To: Homer Electric Association, Inc.
Affects: General Easement, no definite location disclosed
11. **EASEMENT** affecting the portion of said premises and for the purposes stated herein, and incidental purposes thereto:
For: Water Main Easement
In Favor Of: City of Homer
Recorded: January 20, 2004
Volume/Page: 2004-000232-0
Affects: A strip of land 60' wide, as further described therein
12. **EASEMENTS, SET-BACKS AND DEDICATIONS** as delineated on Plat No. 2007-31.
13. **EFFECT** of the notes on said Plat No. 2007-31.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

14. **SUBDIVISION AGREEMENT** executed by and between the parties herein named upon the terms conditions therein provided:
Between: City of Homer and Sunset View Estates, LLC
Dated: March 2, 2007
Recorded: March 12, 2007
Serial No.: 2007-000870-0
15. **EASEMENT** affecting the portion of said premises and for the purposes stated herein, and incidental purposes thereto:
For: Vegetative Greenbelts
Recorded: May 8, 2007
Serial No.: 2007-001832-0
Affects: As described therein
16. **COVENANTS, CONDITIONS AND RESTRICTIONS**, including the terms and provisions thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such Covenant, condition or restriction violates 42 USC 3604 (c), as contained in an instrument:
Recorded: August 3, 2007
Volume/Page: 2007-003206-0
17. **PROPER SHOWING** of the authorization for the proposed transaction by the herein named party according to its operating agreement, constitution, charter, discipline or by-laws, including authorization for the party or parties acting on its behalf:
Party: Sunset View Estates, LLC

PROPOSED INSURED: CITY OF HOMER, and we find no unsatisfied judgments or tax liens against the above named in the Homer Recording District.

Kenai Peninsula Borough Tax Parcel No. 175-102-30

NOTE: 2020 taxes paid in full in the amount of \$0.00.

2020 Assessed Values as follows for:

Land:	\$0
Improvements:	\$0
Total:	\$0
TCU #:	20

NOTE: IN THE EVENT THIS TRANSACTION FAILS TO CLOSE, a cancellation fee of \$250.00 will be charged in accordance with our rate schedule, due and payable within 30 days

NOTE: Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water or electricity.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Kachemak Bay Title Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Kachemak Bay Title Agency, Inc., and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Kachemak Bay Title Agency, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Kachemak Bay Title Agency, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Kachemak Bay Title Agency, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Kachemak Bay Title Agency, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Kachemak Bay Title Agency, Inc., 3733 Ben Walters Lane, Suite 1, Homer, AK 99603

Kachemak Bay Title Agency, Inc.

3733 Ben Walters Lane, Suite 1

Homer, AK 99603

Tel: (907) 235-8196 Fax: (907) 235-2420

August 07, 2020

INVOICE

CITY OF HOMER
491 E. Pioneer
Homer, AK 99603
Attn: Julie Engebretsen

RE: Order No.: 35892
Your Reference No.:

Proposed Insured: CITY OF HOMER

ITEM DESCRIPTION	<u>Amount</u>	<u>Premium</u>
Owner's Standard Coverage		\$250.00

In accordance with Order No. 92-01 issued by Division of Insurance, the premium quoted above is due as of the date hereof, and delinquent 30 days from said date. Said amount is required prior to delinquency. In the event of cancellation, a refund will be made after deduction of our cancellation fee, plus applicable sales tax, as required and filed in our rate schedule.

Please write the order number on all payments to our office.

Thank you.



STATUTORY WARRANTY DEED

THIS INDENTURE, made this 27 day of August, 2020, by and between SUNSET VIEW ESTATES LLC., an Alaska Limited Liability Corporation, whose address is PO Box 49, Homer, AK 99603, Grantor, and THE CITY OF HOMER, whose address is 491 E. Pioneer Ave, Homer, AK 99603, Grantee, WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to Grantee, and to Grantee's successors and assigns, the following described real property located near Homer, Alaska, to wit:

Lot Two (2), Block Two (2), FOOTHILLS SUBDIVISION SUNSET VIEW ESTATES ADDITION NO. 2 PHASE ONE, according to Plat No. 2007-31, in the Homer Recording District, Third Judicial District, State of Alaska;

SUBJECT TO all reservations, restrictions, encumbrances and easements of record or ascertainable by physical inspection, if any;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same with the appurtenances, unto the said Grantee, and to Grantee's successors and assigns, FOREVER.

DATED this 27 day of August, 2020.

SUNSET VIEW ESTATES, LLC

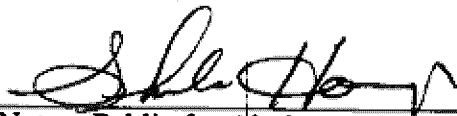


LEROY CABANA
Authorized signor

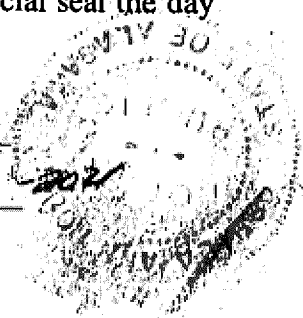
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 27 day of August, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared LEROY CABANA, Authorized signor of the limited liability company that executed the within instrument on behalf of the company therein named, and acknowledged to me that such limited liability company executed the same pursuant to its by-laws and by authority of its board of directors

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.



Notary Public for Alaska
My Commission Expires: 9-12-2021



Return to:
City of Homer
491 E. Pioneer Ave
Homer, AK 99603

H/KBT2020 Cabana City of Homer





Kenai Peninsula Borough

Assessing Department
144 N. Binkley Street
Soldotna AK 99669

Aug 25 2020 6:17PM

General Information

SUNSET VIEW ESTATES LLC PO BOX 49 HOMER, AK 99603-0049	Property ID	17510230
	Address	935 SOUNDVIEW AVE
	Document / Book Page	
	Acreage	0.3200

Owners

Property ID	Display Name	Address
17510230	SUNSET VIEW ESTATES LLC	PO BOX 49

Legal Description

Description
T 6S R 13W SEC 19 Seward Meridian HM 2007031 FOOTHILLS SUB SUNSET VIEW ESTATE S ADDN NO 2 PHASE ONE LOT 2 BLOCK 2

Value History

Year	Reason	Assessed		
		Land	Structures	Total
2020	Main Roll Certification	\$0	\$0	\$0
2019	Main Roll Certification	\$0	\$0	\$0
2018	Main Roll Certification	\$100	\$0	\$100
2017	Main Roll Certification	\$100	\$0	\$100
2016	Main Roll Certification	\$100	\$0	\$100
2015	Main Roll Certification	\$100	\$0	\$100
2014	Main Roll Certification	\$100	\$0	\$100
2013	Main Roll Certification	\$100	\$0	\$100
2012	Main Roll Certification	\$100	\$0	\$100
2011	Main Roll Certification	\$100	\$0	\$100
2010	Main Roll Certification	\$100	\$0	\$100
2009	Main Roll Certification	\$100	\$0	\$100
2008	Main Roll Certification	\$84,800	\$0	\$84,800

Land Details

Primary Use	Land Type	Acres	Eff Frontage	Eff Depth	Asd Value
	Zero Value Lots	0.3200	0.00	0.00	\$0



City of Homer

www.cityofhomer-ak.gov

Police Department

4060 Heath Street
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: Robert Dumouchel, City Manager
FROM: Mark Robl, Chief of Police
DATE: September 1, 2020
SUBJECT: Karen Hornaday Park Statistics

	2019	2020
Total Incidents	45	70
Security Checks	11	41
Animal Calls	1	2
Disturbance	9	29
Civil/public assist	0	3
Arrests	1	4
City Ordinance	0	3
Traffic/redid	0	3
Assaults	0	2
Litter/illegal dumping	0	2

We contacted two registered sex offenders living in the park this year, one multiple times. He said he was staying there due to COVID displacement and had never updated his address as required. He was eventually trespassed after being involved in an assault in the park.



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

TO: Rob Dumouchel, City Manager
FROM: Matt Steffy, Parks Maintenance Coordinator
THROUGH: Jan Keisser, Director of Public Works
SUBJECT: COVID related statistics for Karen Hornaday Park and Special Use designation

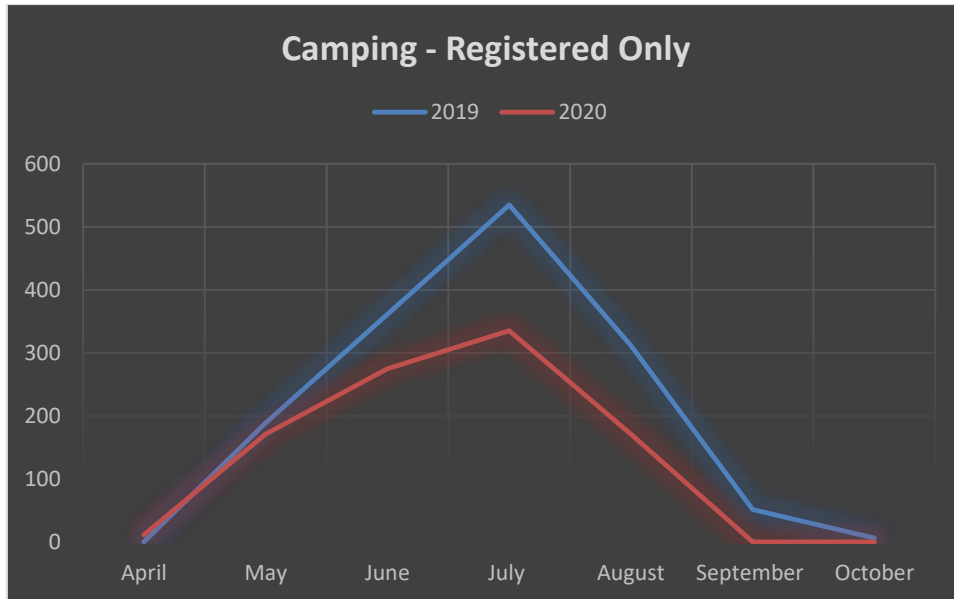
During the 2020 camping season, the City of Homer designated the Karen Hornaday Campground as a “Special Use” zone. The Special Use designation was a provision that waived camping fees for people who were under quarantine, sheltering in place, or experiencing economic displacement due to the pandemic. This Special Use policy is new, and did not exist before 2020. Before this, individuals staying in our campgrounds who could not pay were served two daily notices to make payment or contact staff, and the third notice would be a 72 hour impound notice.

In the attached statistical analysis, “Camping Events” refers to each individual night of campsite occupation. There are 30 campsites at KHP, so there are 900 potential camping events in a 30 day period. “Visitation” refers to the number of actual campers in each event. “Registered” refers to campers who have paid and submitted a fee envelope for their camping event.

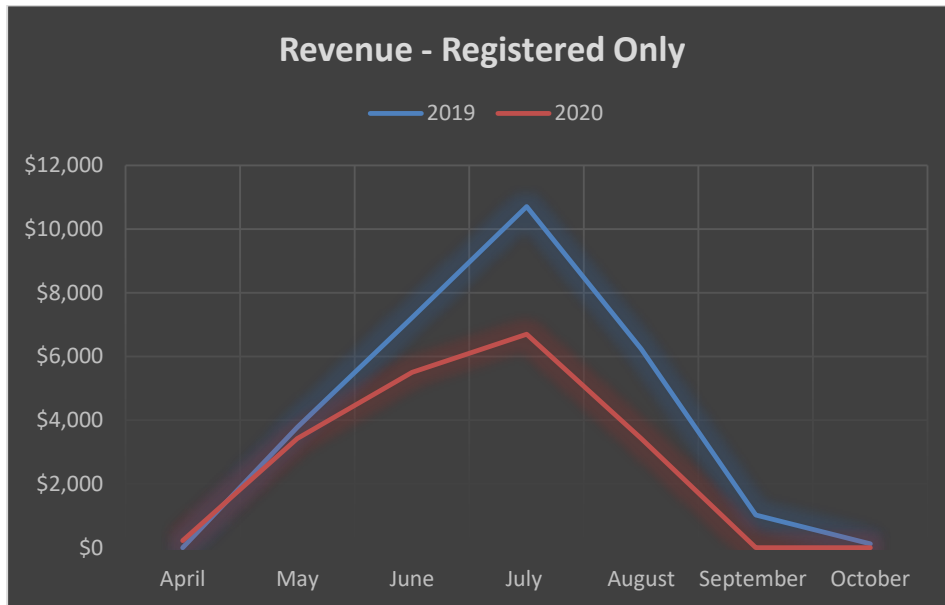
Observations

- The revenue and registered camping events are down 32% over last year. The national trend this season, according to the National Recreation and Parks Association, is a 35% decrease.
- Visitation is only down 24%, reflecting an increase in the number of people in a party. The average for 2019 was 1.8 people per camping event, while the numbers for 2020 are at 2 people per camping event.
- Numbers for Special Use are an estimation, as detailed numbers were not collected through the season. These numbers are based on average weekly numbers throughout the season as observed by staff. The uncertain designation for unpaying 620 ers that we could not contact left a lot of grey area.

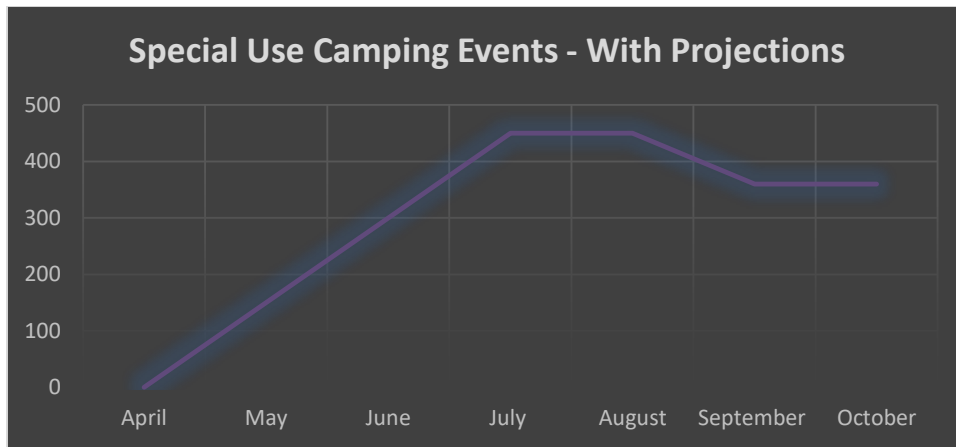
- We have calculated the value of the Special Use camping provided by the City as \$31,180 (this includes projections for September and October.) This does not mean that we would have that much additional revenue, as those individuals that cannot pay would normally be processed and moved along. This is purely to attach a monetary value to the service provided through the Special Use program.



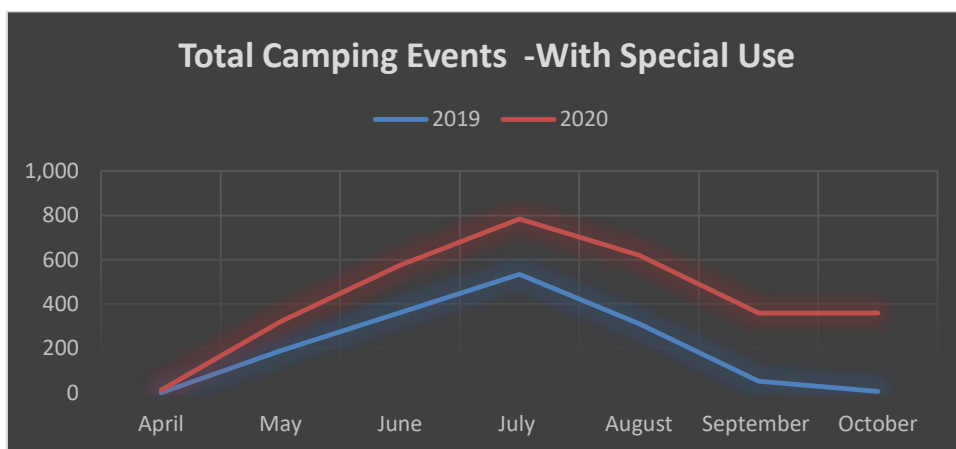
Camping Events – Users filling out their envelope and paying their fees



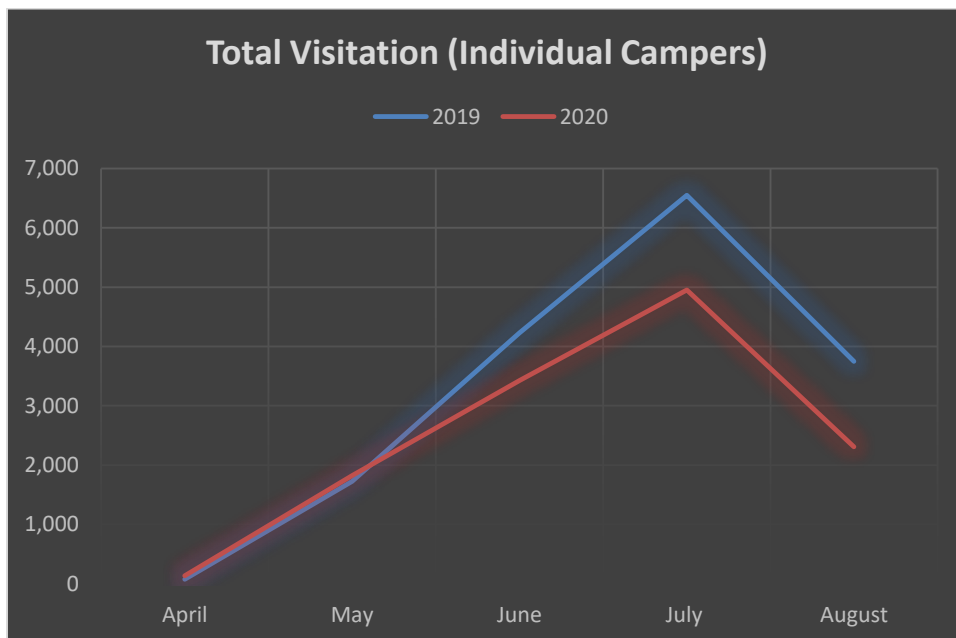
Revenue - Users filling out their envelope and paying their fees



Special Use campers



Total Camping Events – Special Use and Registered Campers



Totals campers from

Rachel Friedlander

From: Nelson, Dan <dnelson@kpb.us>
Sent: Wednesday, August 26, 2020 3:11 PM
To: Department City Manager; Scott Meszaros; Cassidi Cameron
Cc: Mark Kirko; Clinton Crites
Subject: Tsunami Siren Upgrade
Attachments: Digital Voice Scripts and Programming Info-FWS-0040-9470712-Kenai.doc

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

All,

The OEM has planned for an upgrade to the electronic controllers for the siren system located in your communities. This upgrade will accomplish several key items:

1. Allow for new recording and verbiage for the warning messages that are broadcast, as well as any additional messages that need to be recorded professionally, such as the all clear message that is currently missing.
2. Adds satellite connectivity to all sites as a primary means of activation and maintenance.
3. Replaces the reliance on the NOAA Weather Radio for activation - this has been an issue in the past year, as some of those sites have been offline for extended periods due to problems with the Coast Guard contract. This method will become tertiary and will utilize a KPb maintained radio system.
4. Replaces many of the components with more off the shelf, less specialized parts that are more commonly available, as well as installing additional IT equipment that allows for better remote management without the need for in-person .

We are currently attempting to schedule the field engineers to be up to perform the installation and configuration — currently we are hoping for an October or November timeframe for the field work. As part of this upgrade, my goal is to work with the cities that have these sirens to:

- a) Use accurate wording for the siren warning messages
- b) Ensure that the control points are set up as each city desires
- c) Execute an MOA regarding the details of the system with each city - this does not appear to have been done during the original install.

The highest priority is to schedule the recording of the voice messages. I am attaching a file of the messaging as it was originally installed. I will be looking for feedback of any changes or additions that any of the cities may have. In the upcoming weeks, I would also like to schedule a quick call to discuss the upgrade and any issues that we haven't yet captured that can be addressed while we have the field engineers available to us. Please feel free to e-mail me any comments/suggestions or have on hand for our call.

Please let me know if you have any questions,

Dan

Dan Nelson
Emergency Manager
Kenai Peninsula Borough

(907) 262-2098 office
(907) 252-1161 mobile
www.kpb.us/emergency

OEM 24/7 Duty Officer: (907) 714-2415

Small Business Economic Relief Program (SBERG) Program

UPDATE 09.08.20

369 TOTAL APPLICATIONS

259 online

110 paper

314 TOTAL APPROVED APPLICATIONS

07.06.20 **68 applications** have been approved and turned into finance department

07.13.20 **58 applications** have been approved and turned into finance department

07.20.20 **38 applications** have been approved and turned into finance department

07.27.20 **36 applications** have been approved and turned into finance department

08.03.20 **31 applications** have been approved and turned into finance department

08.10.20 **25 applications** have been approved and turned into finance department

08.17.20 **21 applications** have been approved and turned into finance department

08.24.20 **11 applications** have been approved and turned into finance department

08.31.20 **5 applications** have been approved and turned into finance department

09.08.20 **21 applications** have been approved and turned into finance department

\$942,000 TOTAL GRANTS AWARDED

13 APPLICATION PENDING - details below

22 APPLICATIONS DENIED - details below

20 APPLICATIONS VOIDED - voids due to duplicate application or incorrect information on application

20 APPEALS

16 - applications approved

04 - applications denied

22 TOTAL DENIED APPLICATIONS

[8] Not in City Limits

[5] Nonprofit - Does not collect sales tax

[1] General tax exempt - medical

[2] General tax exempt - commercial fishing

[2] New business - collected sales tax after 1st quarter 2020

[3] Business Closed

[1] Not Compliant with KPB sales tax division

13 PENDING Applications

[2] Incomplete Application

[10] Not on KPB List - requested more information or waiting for borough verification of good standing

[1] Possible Duplicate



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

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(p) 907-235-3130

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Memorandum

TO: MAYOR CASTNER AND CITY COUNCIL
FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK
DATE: SEPTEMBER 1, 2020
SUBJECT: BID REPORT

INVITATION TO BID FOR CONSTRUCTION OF THE HOMER SEAWALL REVETMENT PROJECT

Sealed Bids for construction of the Homer Seawall Revetment Project will be received by the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603 until **2:00 p.m. Thursday, September 17, 2020**, at which time they will be publicly opened and read. Bids received after the time fixed for receipt of the Bid shall not be considered. All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive. Plan holder registration forms and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps> For Bid Plans and Specifications contact: City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603 (907) 235-3130

The project consists of furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to perform the project in accordance with the plans and specifications. The work includes, but is not limited to the following: Furnishing and placing geotextile filter fabric, bedding stone and armor stone along 1700 LF of an existing fiberglass sheet pile seawall near the base of the Homer Spit, Homer, Alaska. **A Pre-Bid meeting will be held at 1:00 PM, Tuesday September 8, 2020** at the City Hall Cowles Council Chambers located at 491 East Pioneer Avenue (masks will be available). Connect virtually at Zoom.us or dial 1-253-215 8782 or 877-853-5247 and use Meeting ID: 975 2358 9065 Passcode: 043562. Please direct all questions regarding this project to Janette Keiser, Public Works Director, (907) 235-3170. An electronic copy of Plans and Specifications is available on the City's website <http://www.cityofhomer-ak.gov/rfps> or you may purchase hard copies at the Office of the City Clerk upon payment of \$100 per set (\$130 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may also be downloaded from the City's web site. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

**CITY OF HOMER
HOMER, ALASKA**

Mayor

RESOLUTION 20-082

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA SUPPORTING KENAI PENINSULA BOROUGH RESOLUTION 2020-067 AND INCLUSION IN JOINT RESOLUTION 2020-01 ENCOURAGING ALL RESIDENTS TO TAKE THE NECESSARY PRECAUTIONS AND FOLLOW RECOMMENDED PREVENTATIVE MEASURES OF THE CENTER FOR DISEASE CONTROL TO REDUCE THE SPREAD OF COVID-19 IN OUR COMMUNITY DURING THE HEALTH EMERGENCY.

WHEREAS, The Mayor of the City of Homer issued a disaster emergency declaration on March 18, 2020 due to the current and expected impacts of the COVID-19 pandemic in the City of Homer that has been extended to October 27, 2020; and

WHEREAS, The City believes the best interest of the public would be served by entering into Kenai Peninsula Borough Joint Resolution No. 2020-01 with Borough and the Cities of Kenai and Soldotna for the promotion of community awareness to take all necessary precautions to follow the recommended preventative measures of the Center for Disease Control (CDC) to reduce the spread of COVID-19 in our communities.

NOW, THEREFORE BE IT RESOLVED that the City Council of Homer, Alaska hereby supports Kenai Peninsula Borough Resolution 2020-01 and the City of Homer's inclusion in encouraging all residents take the necessary precaution and follow the recommendations of the CED in an effort to help control and reduce the spread of the COVID-19 virus in our communities.

PASSED AND ADOPTED by the Homer City Council this 14rd day of September, 2020.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A

Introduced by:
Date:
Action:
Vote:

Mayor
09/15/20

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-067**

A RESOLUTION AUTHORIZING THE ASSEMBLY PRESIDENT TO SIGN KENAI PENINSULA BOROUGH, CITY OF KENAI AND CITY OF SOLDOTNA JOINT RESOLUTION NO. 2020-001, ENCOURAGING ALL RESIDENTS TO TAKE THE NECESSARY PRECAUTIONS AND FOLLOW THE RECOMMENDED PREVENTATIVE MEASURES OF THE CENTER FOR DISEASE CONTROL TO REDUCE THE SPREAD OF COVID-19 IN OUR COMMUNITY DURING THE PUBLIC HEALTH EMERGENCY

WHEREAS, the borough mayor issued a Disaster Emergency Declaration on March 16, 2020, due to the current and expected imminent impacts of the COVID-19 pandemic in the areas of the Kenai Peninsula Borough outside of the cities; and

WHEREAS, the disaster declaration has been extended to December 30, 2020; and

WHEREAS, the borough believes the best of interest of the public would be served by entering into Joint Resolution No. 2020-001 with the cities of Soldotna and Kenai for the promotion of community awareness to take all necessary precautions and to follow the recommended preventative measures of the Center for Disease Control (“CDC”) to reduce the spread of COVID-19 in our communities;

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

SECTION 1. That Kenai Peninsula Borough Assembly President is authorized to sign Joint Resolution 2020-001 on behalf of the Kenai Peninsula Borough encouraging all residents to take necessary precautions and follow the recommendations of the CDC in an effort to help control and reduce the spread of the COVID-19 virus in our communities.

SECTION 2. That this resolution shall become effective immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 15TH DAY OF SEPTEMBER, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk


Yes:

No:

Absent:

MEMORANDUM

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

FROM: Charlie Pierce, Mayor 

DATE: September 3, 2020

RE: Resolution 2020-~~067~~ Authorizing the Assembly President to Sign Kenai Peninsula Borough, City of Kenai and City of Soldotna Joint Resolution No. 2020-001, Encouraging all Residents to Take the Necessary Precautions and Follow the Recommended Preventative Measures of the Center for Disease Control to Reduce the Spread of COVID-19 in Our Community During the Public Health Emergency (Mayor)

This resolution authorizes the Assembly President to sign Joint Resolution 2020-001 which encourages the residents of the Kenai Peninsula Borough, including the cities of Kenai and Soldotna, to take the necessary precautions and follow the recommendations of the Center for Disease Control (CDC) in an effort to help prevent the spread of COVID-19 in our communities.

COVID-19 is a significant health risk to our residents and poses a potential burden on our local health care providers. Preventative measures are the best defense against the spread of this virus. Joint Resolution 2020-001 will serve as a reminder to all residents that they can help prevent the spread of this virus by practicing the CDC's recommended mitigation measures.

Your consideration of this resolution is appreciated.

**KENAI PENINSULA BOROUGH
CITY OF KENAI
CITY OF SOLDOTNA**

JOINT RESOLUTION NO. 2020-001

**A JOINT RESOLUTION OF THE ASSEMBLY OF THE KENAI PENINSULA
BOROUGH AND COUNCILS OF THE CITY OF KENAI AND CITY OF SOLDOTNA,
ENCOURAGING ALL RESIDENTS TO TAKE THE NECESSARY PRECAUTIONS AND
FOLLOW THE RECOMMENDED PREVENTATIVE MEASURES OF THE CDC TO REDUCE
THE SPREAD OF COVID-19 IN OUR COMMUNITY DURING
THE PUBLIC HEALTH EMERGENCY**

- WHEREAS,** the coronavirus disease 2019 (COVID-19) Pandemic was declared an emergency by the Kenai Peninsula Borough, the City of Kenai and the City of Soldotna; and
- WHEREAS,** Governor Dunleavy and Department of Health and Social Services Commissioner Adam Crum have issued health mandates to prevent the spread of the disease; and
- WHEREAS,** COVID-19 poses a significant risk to the health of the community and our local health care system; and
- WHEREAS,** Governor Dunleavy has yielded management and mitigation responsibilities of the COVID-19 public health emergency to the local government level; and
- WHEREAS,** maintaining uniformity among the central peninsula communities is a preferred approach to management and mitigation of the COVID-19 public health emergency; and
- WHEREAS,** preventative measures are the best defense against the spread of the virus; and
- WHEREAS,** residents of our collective communities are strongly encouraged to practice the mitigation measures listed below which have been recommended by the Centers for Disease Control and Prevention (CDC) and have shown to reduce the spread of coronavirus:
- Cover your mouth and nose with a mask when in public settings and in areas where social distancing is not possible (masks should not be placed on young children under age two, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance)
 - Avoid close physical contact and stay at least six feet from other people
 - Wash your hands often
 - Clean and disinfect frequently touched surfaces
 - Avoid touching your eyes, nose, and mouth with unwashed hands
 - Avoid going out in public or going to work if you feel ill; and
- WHEREAS,** the economy and wellbeing of our community rests in the hands of individuals who choose to practice good hygiene and are courteous to each other; and
- WHEREAS,** we all have a responsibility to ourselves and each other to keep our community strong and healthy;

NOW, THEREFORE, BE IT RESOLVED BY THE KENAI PENINSULA BOROUGH ASSEMBLY AND THE COUNCILS OF THE CITY OF KENAI AND CITY OF SOLDOTNA:

- SECTION 1.** Wearing a cloth face covering or mask in public, physical and social distancing, washing your hands, disinfecting frequently touched surfaces, not touching your face and staying home if you feel ill are action that will reduce negative impacts to our local economy during the public health emergency and the Kenai Peninsula Borough Assembly and the

Councils of the City of Kenai and City of Soldotna strongly encourage all residents to practice these recommended measures to prevent the spread of disease in our communities.

SECTION 2. That this resolution takes effect immediately upon adoption of the Kenai Peninsula Borough Assembly and the City Councils of the City of Kenai and City of Soldotna.

APPROVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS _____ DAY OF _____, 2020.

Kelly Cooper, Assembly President

ATTEST:

Johni Blankenship, MMC, Borough Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KENAI THIS _____ DAY OF _____, 2020.

Brian Gabriel Sr., Mayor

ATTEST:

Jamie Heinz, CMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SOLDOTNA THIS _____ DAY OF _____, 2020.

Pete Sprague, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk