



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

City of Homer
Agenda
City Council Regular Meeting
Monday, September 23, 2019 at 6:00 PM
Council Chambers

CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

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

- a. Homer City Council Unapproved Special Meeting Minutes of August 28, 2019, September 4, 2019 3:00 and 5:30 meetings, September 5, 2019 and Regular Meeting Minutes of September 9, 2019. City Clerk. Recommend adoption.
- b. Memorandum 19-123 from Mayor Re: Appointment of City Representative to the Cook Inlet Aquaculture Association. Recommend approval.
- c. Ordinance 19-42, An Ordinance of the City Council of Homer, Alaska, Instituting the Industrial Pretreatment Discharge and Waste Disposal Manual. City Manager. Recommended dates Introduction September 23, 2019 Public Hearing and Second Reading October 14, 2019
- d. Ordinance 19-43, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 7.06.020 Use of Improperly Muffled Engine Brakes, to Identify Permitted Areas for Use of Muffled Engine Brakes in the City of Homer. Recommended dates Introduction September 23, 2019, Public Hearing and Second Reading October 14, 2019.
- e. Resolution 19-063, A Resolution of the City Council of Homer, Alaska, Supporting Kenai Peninsula Borough Resolution 2019-047 to Recognize the Recommendations of the Kenai Peninsula Borough's Election Stakeholders Group and Directing Staff to Explore Implementation of the Recommendations, and Signing Kenai Peninsula Borough Joint Resolution 2019-001. Aderhold/City Clerk. Recommend adoption.

- f. Resolution 19-064, A Resolution of the City Council of Homer, Alaska, Amending the Library Advisory Board Bylaws by Removing Article III, Section 4 Regarding Attendance at Friends of the Homer Library Board Meetings. City Clerk. Recommend adoption.

Memorandum 19-124 from Library Advisory Board as backup

- g. Resolution 19-065, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for General Legal Counsel Services to the Firm of Jermain, Dunnagan & Owens, P.C. of Anchorage, Alaska, in the Monthly Fixed Fee Amount of \$12,500 and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk. Recommend adoption.
- h. Resolution 19-066, A Resolution of the City Council of Homer, Alaska, Supporting the Construction and Operation of the Alaska Liquefied Natural Gas Project in Response to the Federal Energy Regulatory Commission's Solicitation for Comments Regarding the Project's Environmental Impact Statement. Stroozas. Recommend adoption.
- i. Resolution 19-067, A Resolution of the Homer City Council Amending the Homer Accelerated Roads and Trails (HART) Policy Program Manual to Update Referenced Sections of Homer City Code and Improve Clarity throughout the Manual. City Manager. Recommend adoption.
- j. Resolution 19-068, A Resolution of the Homer City Council Adopting the Industrial Waste Disposal Permit, Commercial Waste Disposal Permit, Water/Sewer Extension Permit, and Utility Construction Project Permit as Part of the Public Utility System Application Process. City Manager. Recommend adoption.
- k. Resolution 19-069, A Resolution of The City Council Of Homer, Alaska, Approving a Lease Assignment from John and Margaret Chapple DBA Homer Spit Campground to Truxton Management Inc. and Authorizing the City Manager to Execute the Appropriate Documents for a Seven Year Three Month Lease with Options for Two Consecutive Three Year Renewals for a Portion of Lot 49, Homer Spit Subdivision Amended According to Plat No. 89-034, And Lot 50, According to Plat No. 89-034, at an Initial Annual Rate of \$42, 473.44. City Manager. Recommend adoption.

VISITORS

- a. Kenai Peninsula Economic Development District Update - Tim Dillon (10 minutes)
- b. HERC Innovation Proposal - Jeremiah and Joshua Riley (10 minutes)

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

- a. Worksession Report
- b. Committee of the Whole Report
- c. Mayor's Report

- d. Borough Report
- e. Library Advisory Board
- f. Homer Advisory Planning Commission
- g. Economic Development Advisory Commission
- h. Parks Art Recreation and Culture Advisory Commission
- i. Port and Harbor Advisory Commission
 - i. [Memorandum](#) from Port & Harbor Advisory Commission Re: 2020-21 Budget Item-Lot 42 Amortization Schedule
- j. Americans with Disabilities Act Compliance Committee

PUBLIC HEARING(S)

- [a.](#) Resolution 19-061, A Resolution of the City Council of Homer, Alaska, Adopting the 2020-2025 Capital Improvement Plan and Establishing Capital Project Legislative Priorities for Fiscal Year 2021.

Memorandum 19-126 from City Clerk as backup

- [b.](#) Ordinance 19-40, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 21.27.040, Dimensional Requirements, to Allow Commercial Buildings up to 75 Feet in Height in the East End Mixed Use District with a Conditional Use Permit. Introduction September 9, 2019, Public Hearing and Second Reading September 23, 2019.
- [c.](#) Ordinance 19-41, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code 21.24.020, Permitted Uses and Structures; and Homer City Code 21.26.020, Permitted Uses and Structures, to Expand Manufacturing Activities in the General Commercial 1 & General Commercial 2 Zoning Districts. Introduction September 9, 2019 Public Hearing and Second Reading September 23, 2019.
- [d.](#) Ordinance 19-23(S) An Ordinance of the City Council of Homer, Alaska, Repealing and Reenacting Homer City Code Title 14 to be Entitled “Homer Public Utility Systems” and Homer City Code Title 17 to be Entitled “Public Assessments” to: 1) Consolidate Water and Sewer System Regulations and Rates; 2) Update Definitions and Common Terms; and 3) Create Uniformity between Service and Assessment Practices and Repealing Homer City Code Chapters 9.08, 13.24 and 13.28 to Relocate Utility Construction Practices and Fees from Homer City Code 13.24 and Homer City Code 13.28 into Titles 14 and 17 and Move Homer City Code 9.08 to Homer City Code 17.03 and Update Assessment Lien Enforcement Provisions to Incorporate State Law Requirements. Lord/Stroozas.

Ordinance 19-23(S-2) An Ordinance of the City Council of Homer, Alaska, Repealing and Reenacting Homer City Code Title 14 to be Entitled “Homer Public Utility

Systems” and Homer City Code Title 17 to be Entitled “Public Assessments” to: 1) Consolidate Water and Sewer System Regulations and Rates; 2) Update Definitions and Common Terms; and 3) Create Uniformity between Service and Assessment Practices and Repealing Homer City Code Chapters 9.08, 13.24 and 13.28 to Relocate Utility Construction Practices and Fees from Homer City Code 13.24 and Homer City Code 13.28 into Titles 14 and 17 and Move Homer City Code 9.08 to Homer City Code 17.03 and Update Assessment Lien Enforcement Provisions to Incorporate State Law Requirements. Lord/Stroozas.

Memorandum 19-125 from City Attorney as backup

ORDINANCE(S)

CITY MANAGER'S REPORT

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

PENDING BUSINESS

NEW BUSINESS

- [a.](#) Memorandum 19-127 from Councilmembers Aderhold and Venuti Re: Council Retreat Planning
- [b.](#) Memorandum 19-128 from City Manager Re: Third Party Analysis of HAWSP History and Reporting
- [c.](#) Memorandum 19-129 from City Clerk Re: Economic Development Advisory Commission Councilmember Appointment

RESOLUTIONS

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

COMMENTS OF THE CITY MANAGER

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

ADJOURNMENT

Next Regular Meeting is Monday, October 14, 2019 at 6:00 p.m., Worksession at 4:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 19-24 a Special Meeting of the Homer City Council was called to order on August 28, 2019 by Mayor Ken Castner at 3:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: ADERHOLD, ERICKSON, LORD, SMITH, STROOZAS, VENUTI

STAFF: CITY MANAGER KOESTER
CITY CLERK JACOBSEN

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

LORD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

PENDING BUSINESS

NEW BUSINESS

- a. Memorandum 19-111 from City Clerk re: Request for Executive Session Pursuant to AS §44.62.310(C)(2 &3), Matters, Which By Law, Municipal Charter, or Ordinances are Required to be Confidential. (Review and Evaluation of Submitted Legal Counsel Proposals)

ADERHOLD/LORD MOVED TO ADJOURN INTO EXECUTIVE SESSION PURSUANT TO AS §44.62.310(C)(2 &3), MATTERS, WHICH BY LAW, MUNICIPAL CHARTER, OR ORDINANCES ARE REQUIRED TO BE CONFIDENTIAL. (REVIEW AND EVALUATION OF SUBMITTED LEGAL COUNSEL PROPOSALS)

There was discussion that City Manager Koester would attend the executive session.

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

Motion carried.

Council adjourned into executive session at 3:09 p.m.

Mayor Castner called the meeting back to order at 4:39 p.m.

Councilmember Smith reported Council reviewed request for proposals for General Counsel Legal Services. Of the seven firms that applied four were advanced to interviews scheduled for September 4 & 5, 2019 from 3:00 to 5:30 p.m. The firms advanced to the interview stage include Birch Horton Bittner and Cherot; Boyd, Chandler, Falconer and Munson; Jermain, Dunnagan, and Owens; and Gilman and Pevehouse.

COMMENTS OF THE AUDIENCE

ADJOURN

There being no further business to come before the Council Mayor Castner adjourned the meeting at 4:43 p.m. The next Regular Meeting is Monday, September 9, 2019 at 6:00 p.m., Worksession 4:00 p.m. Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Melissa Jacobsen, MMC, City Clerk

Approved: _____

Session 19-24 a Special Meeting of the Homer City Council was called to order on September 4, 2019 by Mayor Ken Castner at 3:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: ADERHOLD, ERICKSON, LORD, SMITH, STROOZAS, VENUTI

STAFF: CITY MANAGER KOESTER
CITY CLERK JACOBSEN

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

LORD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

PENDING BUSINESS

NEW BUSINESS

A. Interviews - General Counsel Legal Service

1. 3:00 p.m. Birch, Horton, Bittner, and Cherot: Holly Wells Primary
2. 4:15 p.m. Boyd, Chandler, Falconer & Munson, LLP: Bruce Falconer Primary

Interviews were conducted with Attorneys Wells and Falconer, and their teams.

- B. Executive Session Pursuant to AS 44.62.310(C)(1) Matters the Immediate Knowledge of Which would Clearly have an Adverse Effect Upon the Finances of the Government Unit. (Discussion on General Counsel Legal Service)

LORD/ADERHOLD MOVED TO HEAR AUDIENCE COMMENTS AND THEN ADJOURN INTO EXECUTIVE SESSION PURSUANT TO AS 44.62.310(C)(1) MATTERS THE IMMEDIATE KNOWLEDGE OF WHICH WOULD CLEARLY HAVE AN ADVERSE EFFECT UPON THE FINANCES OF THE GOVERNMENT UNIT REGARDING DISCUSSION ON GENERAL COUNSEL LEGAL SERVICE.

There was discussion that City Manager Koester would attend the executive session.

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

Motion carried.

Council adjourned into executive session at 5:11 p.m.

Mayor Castner called the meeting back to order at 5:27 p.m.

Councilmember Smith reported Council reviewed request for proposals for General Counsel Legal Services. Of the seven firms that applied four were advanced to interviews scheduled for September 4 & 5, 2019 from 3:00 to 5:30 p.m. The firms advanced to the interview stage include Birch Horton Bittner and Cherot; Boyd, Chandler, Falconer, and Munson; Jermain, Dunnagan, and Owens; and Gilman and Pevehouse.

COMMENTS OF THE AUDIENCE

ADJOURN

There being no further business to come before the Council Mayor Castner adjourned the meeting at 5:29 p.m. The next Regular Meeting is Monday, September 9, 2019 at 6:00 p.m., Worksession 4:00 p.m. Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Melissa Jacobsen, MMC, City Clerk

Approved: _____

Session 19-25 a Regular Meeting of the Homer City Council was called to order on September 4, 2019 by Mayor Ken Castner at 5:30 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: ADERHOLD, ERICKSON, LORD, SMITH, STROOZAS, VENUTI

STAFF: CITY CLERK JACOBSEN
CITY ATTORNEY WELLS
CITY ATTORNEY GOLDSMITH

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

The agenda was approved by consensus of the Council.

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

PENDING BUSINESS

- A. Vacation of a 10 foot wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition granted by AA Mattox Peggi's Addition (Plat HM 99-64) within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2019-048V.
 - i. Letter from Max Best KPB Planning Director
 - ii. KPB Planning Commission Packet Materials
 - iii. KPB Approved Minutes
 - iv. Correspondence from Echo Trading Company requesting Veto of KPB Approval of the vacation of a 10 foot wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition granted by AA Mattox Peggi's Addition

Mayor Castner convened the hearing before the Homer City Council on the Petition to the Kenai Peninsula Borough Planning Director for Vacation of a Drainage Easement at 4510 Heidi Court. According to Kenai Peninsula Borough Code of Ordinance 20.70.110, vacation of a public easement within the City boundaries "may not be approved without the consent of the city council." Council has 30 days to veto the Kenai Peninsula Borough Planning Commission's consent to the vacation. If Council fails to issue a veto within that time period, Council is considered to have consented to the vacation.

ATTORNEY SCOPE DISCLOSURE

Mayor Castner disclosed that City Attorney Wells has advised the City regarding the veto process and conversed with members of the City Administration, including the City Manager, City Planner, and Public Works Director, as well as members of the Borough legal department, regarding this hearing. She has also corresponded with Robert Malloy, an attorney representing Echo Trading Post, regarding Council's veto power and the Borough's vacation process. That correspondence has been included in the hearing materials and distributed to the parties. Ms. Wells is here today to give Council recommendations regarding the hearing process, standards of review, and general procedures. Ms. Wells drafted a hearing agenda that was given to the parties and made publicly available as well as the Hearing Outline I am using to chair this hearing. However, Ms. Wells will not enter into deliberations with Council or advise Council regarding its substantive findings.

He asked if any party, or Council member objected to Ms. Wells' participation in this hearing.

No objection was expressed by Council or the parties.

GENERAL INTRODUCTION & ESTABLISHING STANDARD OF REVIEW

Mayor Castner provided an overview of the case, in which the Kenai Peninsula Borough Planning Commission granted the vacation request on June 24, 2019. Due to procedural matters outside the scope of Council's veto authority and this hearing, the Borough adopted August 12, 2019 as the date from which the 30-day period for veto/consent would run. As a result, Homer City Council must issue its veto or consent before September 11, 2019 or its silence will be seen as consent to the Borough Planning Commission's authorization of the vacation. This procedure is required under both the Kenai Peninsula Borough Code of Ordinances as well as Alaska Statute 29.40.140.

While the Kenai Peninsula Borough Code of Ordinances grants the City Council "veto authority" in this matter, it does not require Council to apply a specific standard of review when considering the vacation or to issue findings regarding Council's decision to veto or not veto. Further, the Borough, which is the platting authority authorized to act in this matter, has adopted a comprehensive procedure for reviewing and making findings regarding vacations. While the Homer Planning Commission is given an opportunity to comment during that process, and Council retains the right to veto the Borough's decision, neither the Commission nor this Council acts as a fact finder in the vacation process.

Mayor Castner asked for a motion from City Council to limit the scope of Council's review of the Borough's vacation consent to the following:

Council may only veto a vacation authorized by the Borough Planning Commission and deferred to Council by the Borough for its consent if the majority of Council members present

at a hearing on the matter find that the vacation may have a negative impact on real property or improvements within the City and no viable alternative option exists to mitigate the impact.

STROOZAS/LORD MOVED TO ACCEPT THAT STANDARD OF REVIEW.

There was brief discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PRESENTATION OF EVIDENCE

Mayor Castner addressed Council's treatment of materials submitted to Council at or for consideration at this hearing and explained the City Attorney proposed Council adopt the following standard regarding evidence and supplemental materials during this hearing:

In determining whether or not to veto the Borough Planning Commission's decision, Council will rely upon the record that was before the Borough Planning Commission and any findings issued by the Borough Planning Commission.

Council may consider documents submitted to Council after the Borough Planning Commission's decision was issued so long as both parties and Council receive these documents before the hearing and the documents are demonstrative in nature and are not submitted to establish or contest facts. The City Council does not act as a fact finder in the vacation proceeding.

LORD/VENUTI MOVED TO ADOPT THE EVIDENCE STANDARD AS READ.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

THE HEARING SCHEDULE

Mayor Castner explained tonight's process. To reiterate, this hearing will begin with a staff overview that will be no more than 5 minutes with 5 minutes reserved for Council's questions of staff. Parties of record in the Borough proceeding will then each be given 15 minutes to

address Council. They may reserve a portion of their time before starting their presentations for rebuttal.

City Planner Abboud provided a brief overview of the City's process of the Planning Department receiving the materials from the Borough, requesting review from the City Engineer, and providing all information to the Homer Planning Commission for their review and for public comment.

There were no questions from the Council and Mayor Castner opened the floor to the parties.

AnnaLisa Cox commented that she followed the Boroughs process for requesting a drainage easement, cited excerpts from Borough Code regarding utility easements, explained adequate public space exists. She requests the Council not veto the vacation.

Susanna Webster, representative for Echo Trading, commented in support of vetoing the vacation explaining the process wasn't followed properly as Mr. Neal did not receive notice of the vacation before the City made recommendations to the Borough and the inadequate ditching in the right of way and needs to be dealt with properly.

Council had no questions for the parties.

LORD/STROOZAS MOVED TO AFFIRM THE VACATION OF THE EASEMENT.

Councilmember Lord commented that an alternative option exists to mitigate the impact, it appears the Borough did the fact finding for their decision on the easement, and the easement on the property is less than ideal.

Councilmember Smith commented he is uncomfortable affirming due to the claim that Mr. Neal didn't have an opportunity to interact on the municipal level. He would prefer they fall silent on the issue.

Councilmember Aderhold shared her discomfort with either decision to affirm or veto. Donna wholly uncomfortable with either decision.

There was discussion to clarify if the Council chooses not to support the motion they will neither be vetoing nor giving consent, but will remain silent on the issue.

VOTE: NO: VENUTI, ADERHOLD, SMITH, ERICKSON, LORD, STROOZAS

Motion failed.

There brief comments clarifying the Councils silence regarding the vacation means they neither affirm nor veto the Boroughs decision regarding the easement.

NEW BUSINESS

COMMENTS OF THE AUDIENCE

ADJOURNMENT

There being no further business to come before the Council Mayor Castner adjourned the meeting at 6:10 p.m. The next regular Meeting is Monday, September 9, 2019 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Melissa Jacobsen, MMC, City Clerk

Approved: _____

Session 19-26 a Special Meeting of the Homer City Council was called to order on September 5, 2019 by Mayor Ken Castner at 3:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: ADERHOLD, ERICKSON, LORD, SMITH, STROOZAS, VENUTI

STAFF: CITY MANAGER KOESTER
CITY CLERK JACOBSEN

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

LORD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

PENDING BUSINESS

NEW BUSINESS

A. Interviews - General Counsel Legal Service

1. 3:00 p.m. Jermain, Dunnagan & Owens, P.C.: Michael Gatti Primary
2. 4:15 p.m. Gilman & Pevehouse: Blaine Gilman Primary

Interviews were conducted with Attorneys Gatti and Gilman, and their teams.

B. Executive Session Pursuant to AS 44.62.310(C)(1) Matters the Immediate Knowledge of Which would Clearly have an Adverse Effect Upon the Finances of the Government Unit. (Discussion on General Counsel Legal Service)

VENUTI/ADERHOLD MOVED TO HEAR AUDIENCE COMMENTS AND THEN ADJOURN INTO EXECUTIVE SESSION PURSUANT TO AS 44.62.310(C)(1) MATTERS THE IMMEDIATE KNOWLEDGE OF WHICH WOULD CLEARLY HAVE AN ADVERSE EFFECT UPON THE FINANCES OF THE GOVERNMENT UNIT, DISCUSSION ON GENERAL COUNSEL LEGAL SERVICE.

There was discussion that City Manager Koester would attend the executive session.

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

Motion carried.

Ginny Espenshade was impressed with the interviews today and process and commented regarding the benefits of having a firm on the Kenai Peninsula versus an Anchorage firm.

Council adjourned into executive session at 4:59 p.m.

Mayor Castner called the meeting back to order at 7:07 p.m.

Councilmember Smith reported City Council met in executive session to discuss and weigh options regarding with the legal counsel RFP interviews.

COMMENTS OF THE AUDIENCE

ADJOURN

There being no further business to come before the Council Mayor Castner adjourned the meeting at 7:08 p.m. The next Regular Meeting is Monday, September 9, 2019 at 6:00 p.m., Worksession 4:00 p.m. Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Melissa Jacobsen, MMC, City Clerk

Approved: _____

Session 19-27 a Regular Meeting of the Homer City Council was called to order on September 9, 2019 by Mayor Ken Castner at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: ADERHOLD, LORD, SMITH, STROOZAS, VENUTI

ABSENT: ERICKSON (Excused)

STAFF: CITY MANAGER KOESTER
DEPUTY CITY CLERK KRAUSE

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

The following changes were made: **Consent Agenda** Resolution 19-061, A Resolution of the Homer City Council Selecting Alliant Insurance Services, Inc. to Provide Marine General Liability, Workboat Hull and Equipment, and Workboat Protection and Indemnity Insurance Coverages for the Homer Harbor and Authorizing the City Manager to Execute the Appropriate Documents. Resolution with Corrected number and Letter from Alliant dated September 5, 2019 with updated comparison as backup. **Pending Business** Ordinance 19-38(A)(S) An Ordinance of the City Council of Homer, Alaska, Amending the FY2019 Operating and Capital Budgets to Provide for Necessary Mid-Year Adjustments by Appropriating and Transferring funds from the General and Water and Sewer Funds. City Manager/Finance Director. Ordinance 19-38(A)(S-2) An Ordinance of the City Council of Homer, Alaska, Amending the FY2019 Operating and Capital Budgets to Provide for Necessary Mid-Year Adjustments by Appropriating and Transferring funds from the General and Water and Sewer Funds. Mayor. **Resolutions** Resolution 19-060, A Resolution of the City Council of Homer, Alaska, Expressing its Intent to Enter into a Contractual Agreement with the Firm to be Named to Provide Legal Services to the City of Homer. Mayor/Council. Resolution 19-060(A), A Resolution of the City Council of Homer, Alaska, Expressing its Intent to Enter into a Contractual Agreement with the Firm Jermain, Dunnagan & Owens, P.C. of Anchorage, Alaska, to Provide Legal Services to the City of Homer.

LORD/VENUTI MOVED TO APPROVE THE AGENDA AS AMENDED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

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 26, 2019. City Clerk. Recommend adoption.
- b. **Memorandum 19-113** from Mayor Re: Appointment of Student Representative to the Library Advisory Board. Recommend approval.
- c. **Memorandum 19-114** from Deputy City Clerk Re: Liquor License Restaurant Designation for Wild Honey Bistro. Recommend approval.
- d. **Memorandum 19-115** from Deputy City Clerk Re: Confirmation of Election Judges for the City of Homer Regular Election October 1, 2019. Recommend approval.
- e. **Resolution 19-057**, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for the 2019-20-22 Snow Removal and Sanding Services to the Firm of Gregoire Construction of Homer, Alaska, in the Amount of \$570 Per Trip for Snow Removal and \$466 Per Trip for Sanding, and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk/Public Works Director. Recommend approval.

Memorandum 19-116 from Public Works Superintendent as backup

- f. **Ordinance 19-40**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 21.27.040, Dimensional Requirements, to Allow Commercial Buildings up to 75 Feet in Height in the East End Mixed Use District with a Conditional Use Permit. Planning Commission. Recommended Dates Introduction September 9, 2019 Public Hearing and Second Reading September 23, 2019
Memorandum 19-121 from Planning Director as backup
- g. **Ordinance 19-41**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 21.24.020, Permitted Uses and Structures; and Homer City Code 21.26.020, Permitted Uses and Structures, to Expand Manufacturing Activities in the General Commercial 1 and General Commercial 2 Zoning Districts. Planning Commission. Recommended Dates Introduction September 9, 2019 Public Hearing and Second Reading September 23, 2019

Memorandum 19-122 from City Planner as backup

- h. **Resolution 19-058**, A Resolution of the City Council of Homer, Alaska, Acknowledging the Rosebud Court Road Reconstruction and Paving Special Assessment District will not be Created Based on Property Owner Objections. City Clerk. Recommend adoption.
- i. **Resolution 19-059**, A Resolution of the City Council of Homer, Alaska, Noting the Insufficiency of the Petition for Cityview Avenue Road Reconstruction and Paving Special Assessment District. City Clerk. Recommend Adoption.
- j. **Resolution 19-062**, A Resolution of the City Council of Homer, Alaska, Selecting Alliant Insurance Services, Inc. to Provide Marine General Liability, Workboat Hull and Equipment, and Workboat Protection and Indemnity Insurance Coverage for the Homer Harbor and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption.

Mayor Castner asked for a motion for the adoption of the consent agenda as read.

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

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS

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

- a. Worksession Report –

City Manager Koester reported that they had a presentation on Fund Balance 101 which the City has been reviewing, under the Mayor's guidance, fund balance policies, they have been reviewing different funds and using the funds in different ways. Information was presented on the General Fund, Utility Fund, and Enterprise Fund and how these funds are used and applied for the City Council exercise in trying to understand the city's budget and finances.

- b. Committee of the Whole Report

Councilmember Smith reported that they had a discussion on the current revenue sources for the General Funds and the City Manager informed the City Council that the trends are overall moving positive direction.

- c. Mayor's Report

d. Borough Report

Kelly Cooper, Borough Assembly representative, thanked Mayor Castner for his work on the Enstar issue which has benefitted the residents and the Borough as well. She reported on the following items:

- Upcoming Borough Election, October 1, 2019 will have two propositions one regarding a change from Borough Mayor to Borough Manager form of government and increasing the cap for sales tax from \$500 to \$1000, noting the increased revenue will help with the State cuts in funding, school district budget and if passed the change in how the Borough will be managed.
- Assembly passed a resolution recognizing the recommendations from the Election Stakeholders Group and a Public Hearing will be conducted on the first item that was introduced at the last assembly meeting which is to appoint members of the service area boards instead of having elected positions. The Borough clerk will be giving presentations between now and October 8th but expects to have that postponed until all boards have been educated on that proposed change. South Peninsula Hospital Service Area Board meeting is Thursday, September 12, 2019 and will have a presentation on that change. The public is invited to attend that meeting.
- The Borough Mayor's office has issued an emergency declaration for the Swan Lake and Caribou Lake Fires and the communities fighting the drought in Seldovia and Nanwalek.
- The next Assembly meeting will be in Homer on Tuesday, September 17, 2019 and they are looking forward to meeting with Council members before the meeting.

e. Library Advisory Board

Jacque Petersen, Boardmember, reported that the Board is working on the creation of a planned giving program for funding operations at the Public Library; at the last meeting the members reviewed the gift acceptance policy and reviewed policies from other libraries and discussed how to integrate planned giving into the library's long term objectives; adopted a Library Strategic Plan for 2020-2025; and discussed the library budget for the next two year budget schedule. Ms. Petersen highlighted the September events:

- Lunch with a Council person resumed today, expressed appreciation for Councilmember Aderhold
- September 17th - 10a-2pm Presentation from Small Business Administration
- Accepting Entries for Art in the Library competition deadline is September 19th at 8:00 p.m.
- September 25th – 6:00 -7:00 pm – Candidate Forum for all candidates for City Council

f. Homer Planning Commission

Scott Smith, thanked the City Council for approving Commissioner Davis as he assisted in attaining their quorum for the recent meeting. They had public hearings on three easement

vacations and conducted election of officers. The next meeting has been canceled due to scheduled staff training and vacations and there are no urgent or pending issues or permits to address.

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

Councilmember Aderhold reported that the Committee did not meet.

PUBLIC HEARING(S)

- a. Ordinance 19-39, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 1.16.040, Disposition of Scheduled Offenses-Fines Schedule. Lord/Venuti. Introduction August 26, 2019 Public Hearing and Second Reading September 9, 2019

Memorandum 19-102 from Port Director as backup

Mayor Castner introduced the item into the record by reading of the title and opened the public hearing. There were no comments and the hearing was closed.

LORD/VENUTI MOVED TO ADOPT ORDINANCE 19-39 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

Memorandum 19-102 from Port Director as backup

Mayor Castner introduced the item into the record by reading of the title and opened the public hearing. There were no comments and the hearing was closed.

LORD/VENUTI MOVED TO ADOPT RESOLUTION 19-052 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- c. Resolution 19-061, A Resolution of the City Council of Homer, Alaska, Adopting the 2020-2025 Capital Improvement Plan and Establishing Capital Improvement Project Legislative Priorities for Fiscal Year 2021.

Memorandum 19-119 from Special Projects and Communications Coordinator as backup

Mayor Castner introduced the item into the record by reading of the title and opened the public hearing. There were no comments and the hearing was closed.

LORD/ADERHOLD MOVED TO ADOPT RESOLUTION 19-061 FOR SECOND AND FINAL READING¹

Councilmember Lord reported that Jenny Carroll, Special Projects and Communications Coordinator presented to Council the various updates and overview of the Capital Improvement Plan draft and there were a number of things that were discussed.

LORD/ADERHOLD MOVED TO APPROVE THE AMENDMENTS AND UPDATES TO THE MULTIUSE COMMUNITY CENTER PHASE 1 PROJECT.

Points were made on the discussions held on the HERC and a study conducted several years ago the importance of an indoor recreation space supported moving the multiuse community center up on the list and update the priority to a level one.

VOTE. (Amendment) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

LORD/VENUTI MOVED TO REMOVE THE HOMER CONFERENCE CENTER PROJECT FROM THE CAPITAL IMPROVEMENT PLAN

Discussion ensued on the inclusion of the project in the Capital Improvement Plan at another time could be accomplished but in discussions entertained on the Commission level and due to the feasibility of funding a project such as this, it is not timely.

VOTE. (Amendment) NON-OBJECTION. UNANIMOUS CONSENT.

¹ Clerk's note: This was the first hearing and reading for the Resolution 19-061 and will be on the agenda for the September 23, 2019 meeting under Public Hearing for the second and final reading.

Motion carried.

ADERHOLD/ LORD MOVED TO APPROVE THE AMENDMENTS TO THE FIRE DEPARTMENT FLEET MANAGEMENT AND REMOVING RESCUE 1 REMOUNT

Discussion ensued on the due diligence conducted by the new Fire Chief and review of the community needs and these amendments reflect his recommendations.

VOTE. (Amendment) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ADERHOLD/VENUTI MOVED TO ADD THE NEW PUBLIC WORKS FACILITY TO THE CAPITAL IMPROVEMENT PLAN AS A MID RANGE PROJECT

Discussion on the review of the project and updated the project to reflect update Tsunami inundation mapping, the future need of relocating the Maintenance Department which is currently housed in HERC 2 and the general reason that the Public Works Department has outgrown the current facility. It was noted that the area could be repurposed in needed snow storage and public use area due to the proximity to the Beluga Slough, Animal Shelter and conservation land.

VOTE. (Amendment) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Lord requested guidance on adding the new projects before making the motion.

LORD/ADERHOLD MOVED TO AMEND THE CAPITAL IMPROVEMENT PLAN WITH THE FOLLOWING NEW PROJECTS:

- Homer Harbor Cathodic Protection – Mid Range
- Public Works Raw Water Transmission Main Replacement - Mid Range
- ADA Committee Projects:
 - o City Hall Access Barrier Removal – Mid Range
 - o Public restroom Barrier Removal – Mid Range
 - o Nick Dudiak Fishing Lagoon Accessible Ramp & Retaining Wall – Mid Range
 - o Removing Parking & Pavement Accessibility Barriers at City Facilities – Mid Range
 - o ADA Self Evaluation and Transition Plan for City Parks, Trails and Campgrounds – Mid Range
- Fire Department Fire Hall Expansion, Phase 1 – Mid Range

Discussion ensued on the description for each of the projects is included in the draft Capital Improvement Plan document.

City Manager Koester responded to Councilmember Lord regarding prioritization of the Fire Hall Expansion Project and noted that either range of mid or long term would be appropriate as long as it was acknowledged that there may be projects that were taken up prior to this project.

Councilmember Lord stated that she was comfortable in placing the Fire Hall Expansion Project in the mid-range category, she wanted to consider the Department input and thinking about the existing police building will be soon vacated and the shared location.

VOTE. (Amendment) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Stroozas commented he wanted to add a new project to the capital Improvement.

STROOZAS/SMITH MOVED TO ADD PREPARING HOMER AIRPORT FOR COMMERCIAL JET SERVICE

Discussion ensued on the points pro and con to include the project as a long range project for the future potential, the information provided was not current, the current economic situation of the state and dependency on the State of Alaska does not necessarily affect a long range project, effects of TSA requirements on the City, this project would address seasonal summertime service, the projected costs of needed upgrades, questionable economic benefits to the city

VOTE. (Amendment). YES, VENUTI, SMITH, STROOZAS

VOTE. NO. ADERHOLD, LORD

Motion failed.

ADERHOLD/LORD MOVED TO PRIORITIZE THE FIVE PROJECTS FOR THE LEGISLATIVE REQUEST AS

1. HOMER BARGE MOORING AND LARGE VESSEL HAUL OUT REPAIR FACILITY
2. LARGE VESSEL PORT EXPANSION
3. STORM WATER MASTER PLAN
4. MAIN STREET SIDEWALK NORTH
5. MULTI-USE COMMUNITY CENTER, PHASE 1

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

LORD/VENUTI MOVED TO ESTABLISH THE FEDERAL PRIORITY PROJECTS AS:

1. HOMER BARGE MOORING AND LARGE VESSEL HAUL OUT REPAIR FACILITY
2. LARGE VESSEL PORT EXPANSION

Councilmember Lord provided explanation on the process to select the projects as the top five for State support and then the top two to submit for Federal support.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried

There were no further amendments to the Capital Improvement Plan.

LORD/VENUTI MOVED TO ADOPT RESOLUTION 19-061 AS AMENDED

There was no further discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

CITY MANAGER'S REPORT

a. City Manager's Report

City Manager Koester requested input from Council on the Prince William Sound Regional Citizens Advisory Council request for comment on Project Planning, Alaska LNG Draft Environmental Impact statement and further direction on how they would like to invest in the safety of the employees.

Councilmember Venuti commented on the volume in the City Manager's report and that Ms. Koester had certainly been super busy. Ms. Venuti stated that she was interested in the 50 yrs with the Kachemak Bay State Park and was agreeable with the suggestion outlined and looked forward to seeing what they come up with and going through the process.

Councilmember Stroozas commented on the input for the Alaska LNG Project and he made a few points as follows:

- In Alaska the project will reduce greenhouse gas emissions through the use of natural gas versus burning of wood and coal. This would be extremely beneficial to the Fairbanks area.
- Through potential sales of natural gas to Asian countries this will reduce greenhouse gas and provide a cleaner energy source to a significant portion of the total world population. Asia population is equivalent to 59.76% of the total world population.
- Construction of a gas pipeline will supply Alaskans with gas and improve air quality.
- Construction jobs – Total over eight years equals 29,100 with the peak employment during the project's 4th year at 7,620 jobs.
- Connection to the Interior Gas Utility will provide assurance of a long-term, economic energy supply for Fairbanks and North Pole residents, commercial and industrial users.
- \$7.1 billion of materials and services will be purchased in Alaska.
- Liquefaction Facility will be located in Nikiski, an area that has served as an industrial area for the past 50+ years.

Mr. Stroozas acknowledged that he would be bringing a Resolution forward for the next meeting.

Councilmember Aderhold requested Councilmember Stroozas to tie the request in the Resolution to Homer and why it would be beneficial to Homer. Ms. Aderhold then commented on the benefits and reason to making safety a priority and as a city they should look into and appreciated the attention by the City Manager and noticed the decline in claims. She noted the importance of the health and safety of the employees.

Councilmember Smith commented that improvement is needed and that it is mandatory and should be required and how they go about a conversation could be had.

Councilmember Aderhold added comment on safety and related her experience related to behavior based safety program and not sure the city wants to go all the way down that but there are elements that are worthwhile to encourage addressing safety issues as you come upon them. Notice of personal responsibility for personal safety.

City Manager Koester thanked the Council for their recommendations and she is looking for direction such as bringing in a specialized consultant to work with the departments. She would like to work on taking the next steps for making the Safety program even more beneficial.

PENDING BUSINESS

- a. Ordinance 19-19 (S)(A), An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Title 14.08, "Water Rules and Regulations" to add HCC 14.08.015,

“Water Service Area” and Permitting the City to Provide Water Service Outside the City of Homer so long as the Property Served is Adjacent to a Water Main Installed to Serve City Property and such Service is Required by Law or Authorized by Ordinance and Requiring a Council Approved Agreement Regulating Use, Operation, Installation, and Maintenance of Water Service on the Property. Introduction April 22, 2019, Postponed to May 28, 2019, Public Hearing June 10, 2019, Referred to Planning Commission, Port & Harbor Advisory Commission and Economic Development Advisory Commission, Postponed to August 26, 2019 and September 9, 2019

Ordinance 19-19(S-2)(A), An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Title 14.08, “Water Rules and Regulations” to add HCC 14.08.015, “Water Service Area” and Permitting the City to Provide Water Service Outside the City of Homer so long as the Property Served is Adjacent to a Water Main Installed to Serve City Property and such Service is Required by Law or Authorized by Ordinance and Requiring a Council Approved Agreement Regulating Use, Operation, Installation, and Maintenance of Water Service on the Property.

Memorandum 19-117 from City Attorney as backup

ADERHOLD/LORD MOVED TO SUBSITUTE ORDINANCE 19-19(S-2) (A) FOR ORDINANCE 19-19(S) (A)

Councilmember Aderhold reported working with the City Attorney to make a few amendments to Lines 68-70, reviewed existing City Code it was determined that could be deleted, notice a few minor language revisions needed and noted several areas that would require change by Council via ordinance and added the recommendation from the Planning Commission.

Mayor Castner questioned the effective date is midnight tonight will this affect previous decision made earlier this year.

Councilmember Aderhold responded that she did not believe it would affect that decision and then recommended that Council make a motion to remand the ordinance to the Planning Commission since there is not a pressing deadline that is directing this and or postpone this ordinance till the next meeting then have a Public Hearing since there has been substantive changes in her opinion.

VENUTI/ADERHOLD MOVED TO REMAND ORDINANCE 19-19 (S-2) (A) TO THE PLANNING COMMISSION FOR REVIEW.

Discussion ensued on the inclusion of Lines 62-64, postponement or remand of the ordinance to the Planning Commission and applicable boundaries.

VOTE. YES. ADERHOLD, LORD, VENUTI

VOTE. NO, STROOZAS, SMITH

Motion failed.

ADERHOLD/VENUTI MOVED TO POSTPONE TO THE NEXT MEETING AND HOLD A PUBLIC HEARING.

Discussion ensued on the Ordinance was remanded to the Commissions and the belief that the changes made required an additional public opportunity for comment.

Councilmember Aderhold requested input from the Clerk on the changes being substantive.

Deputy City Clerk Krause requested a recess in order to review the changes in their entirety.

Mayor Castner called for a five minute recess at 7:13 p.m. The meeting was called back to order at 7:18 p.m.

Deputy City Clerk Krause reported that in reviewing the amendments to Ordinance 19-19 (S-2)(A) compared to Ordinance 19-19(S)(A) in accordance with Robert's Rules the amendments were not substantive, however the Council can err to the side of caution and for the matter of clarification for the public forward to public hearing.

VOTE. YES. LORD, ADERHOLD, VENUTI

VOTE. NO. SMITH, STROOZAS

Motion failed.

Mayor Castner commented that he believed the vast majority of this work is good work however is concerned about the effective date and the type of controversy it would cause in this form.

Councilmember Aderhold requested confirmation on the Main Motion on the floor was to adopt Ordinance 19-19(S-2(A)).

VOTE. YES. VENUTI, LORD, ADERHOLD

VOTE. NO. STROOZAS, SMITH.

Motion failed.

Mayor Castner noted that it brings the Ordinance 19-19(S) (A) to the floor.

ADERHOLD/ MOVED TO STRIKE LINES 68-70

LORD MOVED FOR A POINT OF ORDER.

Councilmember Lord noted that the lines 68-70 have already been struck from the Ordinance before them.

Mayor Castner inquired if Councilmember Aderhold had any additional amendments.

Councilmember Aderhold responded that she did but requested a five minute recess in order to get those amendments by the City Attorney regarding language in order.

Mayor Castner called for a five minute recess at 7:25 p.m. The meeting was called back to order at 7:30 p.m.

ADERHOLD/LORD MOVED TO AMEND LINE 51 TO INSERT THE WORD "CITY" BEFORE THE WORDS WATER SERVICE.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ADERHOLD/LORD MOVED TO REMOVE THE WORD "PERMITTING" IN LINE 59

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ADERHOLD/LORD MOVED TO INSERT THE WORD "CITY" BEFORE THE WORDS "WATER SERVICE" IN LINE 59

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Castner inquired if there were any additional amendments.

SMITH/STROOZAS – MOVED TO DELETE LINES 86-88.

Discussion ensued on the basis to remove the incorporation of all city laws, policies and procedures and the intent to leave it clear and not open to interpretation.

VOTE. NO. STROOZAS, SMITH, LORD, VENUTI, ADERHOLD

Motion failed.

SMITH/ADERHOLD MOVED TO STRIKE LINES 91-93.

Brief discussion on support to remove the language from the ordinance.

VOTE. NON-OBJECTION, UNANIMOUS CONSENT.

Motion carried.

SMITH/STROOZAS MOVED TO STRIKE AND REPLACE LANGUAGE IN LINES 95 – 97 WITH “UPON THE CITY APPROVING EXTRATERRITORIAL CONNECTION TO A CITY WATER MAIN THE CITY WILL AMEND ITS WATER SERVICE AREA WITH THE RCA WITH SUCH LOTS.”

Discussion ensued on the requirement for the certificate by the RCA; there are City lots that are not in the service area that are currently being provided with city water; hesitation and concerns expressed to removing the requirements of state law; concern expressed on the removal of this section from the ordinance and being more proscriptive than state law; what effect that would have on any possible additional provisions; the ability of the City to restrict use/delivery of the commodity when required; and that the overall impact to the system will be minimal.

VOTE. YES, SMITH, STROOZAS

VOTE. NO. LORD, VENUTI, ADERHOLD

Motion failed.

Mayor Castner inquired if there were any additional amendments. There were none and noted that brings the main motion as amended before them.

VOTE. YES, VENUTI, ADERHOLD, LORD

VOTE. NO. SMITH, STROOZAS

Motion failed.

- b. Ordinance 19-38(A), An Ordinance of the City Council of Homer, Alaska, Amending the FY 2019 Operating and Capital Budgets to Provide for Necessary Mid-Year Adjustments by Appropriating and Transferring funds from the General and Water Sewer Funds. City Manager/Finance Director. Introduction August 12, 2019, Public Hearing and Second Reading August 26, 2019 Postponed to September 9, 2019
- Ordinance 19-38(A)(S), An Ordinance of the City Council of Homer, Alaska, Amending the FY 2019 Operating and Capital Budgets to Provide for Necessary Mid-Year

Adjustments by Appropriating and Transferring funds from the General and Water Sewer Funds.

Memorandum 19-099 from Finance Director as backup

Memorandum 19-118 from City Manager as backup

ADERHOLD/VENUTI MOVED TO SUBSTITUTE ORDINANCE 19-38(A) (S) FOR ORDINANCE 19-38(A)

Councilmember Aderhold requested clarification from City Manager Koester on the amendments to the ordinance.

City Manager Koester explained the amendments to the ordinance in the packet as follows:

- Add a temporary project manager and reduce the airport roof design to bring that project a little more in-house
- Correct an error in the amount reflected for library security cameras
- Accept funds gained for services and equipment provided for the North Fork Fire
- Reflect the amendment made by Council for a demolition study

City Manager Koester further advised that the substitute ordinance included in the Supplemental Packet reflected amendments by the Mayor to remove the following:

- Temporary Project Manager language
- Airport Design Funding

She reported that she worked with the Mayor on these amendments and in working with the Mayor on these amendments to basically address Council's concerns with adequate oversight on that project and she intends to work with the Mayor to bring those two amendments back before Council at a later date on how to approach the roof at the airport.

Councilmember Lord clarified the ordinance on the table before them included the Project Manager and Roof Project.

City Manager Koester explained that the Ordinance before them did include those items and the Ordinance denoted as (S-2) removed them totally.

Discussion ensued on the desire to further refine the numbers for the Project Manager and the airport project, the need for the project manager's experience and picking up those items at a later meeting, the requirement for additional meetings and a delay, the desire to accomplish this work, defining costs and performing due diligence on the front end so that projects are accomplished within the budget, the inclusion of funds for the demolition study when information is already in hand, specificity of funding required to accomplish the work desired, and confidence in city personnel.

City Manager Koester expressed confidence in Administration working with either option and has confidence in Council's decision.

Mayor Castner offered some input on the project manager that his currently employed and believes that his expertise will provide the evaluation and information that will satisfy Council.

Councilmember Aderhold commented in support of having the allocation for the project manager and demolition study.

Mayor Castner provided clarification on the Ordinance on the floor before them.

VOTE. YES. ADERHOLD, LORD, VENUTI, STROOZAS, SMITH

Motion carried.

NEW BUSINESS

RESOLUTIONS

- a. Resolution 19-060, A Resolution of the City Council of Homer, Alaska, Expressing its Intent to Enter into a Contractual Agreement with the Firm to be Named to Provide Legal Services to the City of Homer. Mayor/Council.

Resolution 19-060(S), A Resolution of the City Council of Homer, Alaska, Expressing its Intent to Enter into a Contractual Agreement with the Firm Jermain, Dunnagan & Owens, P.C. of Anchorage, Alaska, to Provide Legal Services to the City of Homer.

Mayor Castner read the title into record noting the correction to the title.

ADERHOLD/VENUTI MOVED TO ADOPT RESOLUTION 19-060(S)

There was a brief summary on the actions of the Council and clarified with the Clerk on the correction.

VOTE. YES. LORD, ADERHOLD, STROOZAS, SMITH, VENUTI

Motion carried.

COMMENTS OF THE AUDIENCE

John Mink, city resident, commented on a recent experience working with Pat McNary and testified to his professionalism, he noted that there were no solar panels included on the new police station.

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

Deputy City Clerk Krause expressed her appreciation for Council's patience.

COMMENTS OF THE CITY MANAGER

City Manager Koester had no comments.

COMMENTS OF THE MAYOR

Mayor Castner reminded everyone that the Alaska World Arts Festival is ongoing with many events scheduled and most are free. The Cook Inlet Regional Citizens Advisory Council met in Homer due to the water shortage and invited him to attend the meeting was held at the new Aspen Hotel. He will be attending the new Bay Weld boat launch for the largest vessel that they have built. It is a massively large boat, and will be conducting their sea trials here then going down to Juneau. Speaking about the need for larger buildings to handle construction, we have gone from nice fishing vessels to small ships now and the marine trades in this town are something to really marvel at and he is very proud at what they are doing here in the way of marine trades.

COMMENTS OF THE CITY COUNCIL

Councilmember Venuti commented on the marine trades college is a big part of that, due to Jesus and a wonderful program that she has seen so many students achieve success; that boat is big, actually a small ship, it is an amazing thing. She reminded everyone on the voting coming up on October 1st and hope everyone is an informed voter and attends the Candidate Forum mentioned by Jacque Petersen at the Library. There will be a vote on a plastic bag ban and encourage everyone to read the research on plastic bags. Ms. Venuti reported that you can actually vote starting next week, everyone's voice is very important, she emphasized encouragement to everyone to vote.

Councilmember Smith commented on the upcoming elections and the items on the ballot noting that historically there has been a pathetic turnout and noted that those that were listening tonight were not the ones that needed to hear this but he encouraged those people listening to reach out to their circle and encourage them to be active at the polls and be informed on the issues on the ballot and go to the polls. Mr. Slone mentioned tonight that the 40% of the assessed land value was tax exempt but it is closer to 45% and this should get your attention and be considered when they start the discussion on property tax and what it is to have an increase in tax revenue over any time. He noted the new flag in the Council Chambers represents the City of Homer being an official Purple Heart City, they did not previously register with the right entity and now they can display it proudly in honor of all who were injured or lost in their service to the country. He hopes that there is resolution at the School Board meeting tonight and avoids a strike and that there is no disruption to the education of our children but understands that there are some very important issues that need to be addressed.

Councilmember Lord commented that they recently had the opportunity to get public land back on the tax rolls but that did not work out. She expressed her appreciation for Renee for her work and noted that the role of the Clerk is a very important job and everybody in the Clerk's Office does a lot and we probably have called upon Renee more than was anticipated during her stint filling in for Melissa. Thank you very much for that. Ms. Lord expressed her appreciation for the attorneys who responded to the RFP and she heard it around the table that it made her feel very proud that so many wanted to do legal work on behalf of the City. On that note Ms. Lord stated she is very proud of the City of Homer, she is proud to live here and immensely proud to be part of the community in a number of different ways that she is, as an individual, a business owner, and a member of her family, and she holds this office with the utmost respect for this office and the role as such. Ms. Lord stated she considers her role to always work on the citizens behalf, in fact was repeatedly asked when she was a candidate what was her agenda. She did not have and still does not have, an agenda; she works toward good government and transparent government. Mr. Slone provided some feedback to her tonight that in his perception her priority may be heavily balanced towards process, than with the public's trust and maintaining the public's trust. She will be considering that further, but does welcome feedback and especially feedback that will make her think. She believes there has been a number of discussions on transparency and the term transparent government and there have been times when transparency and simplicity have been equated with one another and that has rubbed her the wrong way. Clarity to her equals transparency. Clarity does not always mean simple in complex systems. Sometimes she believes simplicity can obscure due to fundamentally lacking the details when detail is required. She stated her goal will be to seriously consider what Mr. Slone has relayed to her and really think about these things; to think about transparency and how to she would like to execute her office and how she would like to see the City run in a transparent manner that provides the community maybe not the simplest answers or solutions but with the most clear and responsible solutions that they are able to come to at this table.

Councilmember Aderhold commented on the Lunch with a Councilmember program, this program is sponsored by the Friends of the Library, six people attended today and there were many topics discussed including Ordinance 19-19 including water to subdivided properties, which is now moot which lead to properties in city limits that do not have water and sewer and cannot get water without getting sewer which lead to the question of why; there were discussions on taxing bear viewing flights which has been discussed at this table before, community center and convention center, keeping trees, an environmental resolution in regards to the fires and when they should be fought or left alone; Port & Harbor and the use of the harbor and freight. This was more like a discussion at the table which was more interesting for her.

Councilmember Stroozas commented that the Jackpot Halibut Derby continues until September 15th but this will be the last year in this format. The derby has been conducted for

34 years, it had a great run but the time has come and starting next year it will be conducted similar to the Winter King Derby in the month of June.

ADJOURN

There being no further business to come before the Council Mayor Castner adjourned the meeting at 8:26 p.m. The next Regular Meeting is Monday, September 23, 2019 at 6:00 p.m., Worksession at 4:00 p.m., Committee of the Whole at 5:00 p.m. and a Worksession on September 16, 2019 at 3:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Renee Krause, MMC, Deputy 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 19-123

TO: HOMER CITY COUNCIL
FROM: KEN CASTNER, MAYOR
DATE: SEPTEMBER 18, 2019
SUBJECT: APPOINTMENT OF DAN MIOTKE AS HOMER'S REPRESENTATIVE TO THE COOK
INLET AQUACULTURE ASSOCIATION

Dan Miotke is appointed as the City's representative to the Cook Inlet Aquaculture Association for an open term.

RECOMMENDATION:

Confirm the appointment of Dan Miotke to the Cook Inlet Aquaculture Association



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: Dan Miotke Date: 9/13/19
 Physical Address: 4530 Jade Dr. Homer AK 99603
 Mailing Address: 4530 Jade Dr Homer AK 99603
 Phone #: 907-399-3062 Cell #: 907-399-3062 Work #: 235-3155
 Email Address: homermiotke@icloud.com

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

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

<input type="checkbox"/> ADVISORY PLANNING COMMISSION 1ST & 3RD WEDNESDAY OF THE MONTH AT 6:30 PM WORKSESSION PRIOR TO EACH MEETING AT 5:30 PM	<input type="checkbox"/> ECONOMIC DEVELOPMENT ADVISORY COMMISSION 2ND TUESDAY OF THE MONTH AT 6:00 PM
<input type="checkbox"/> PARKS ART RECREATION & CULTURE ADVISORY COMMISSION 3RD THURSDAY OF THE MONTH AT 5:30 PM	<input type="checkbox"/> CANNABIS ADVISORY COMMISSION 4TH THURSDAY OF THE MONTH AT 5:30 PM
<input type="checkbox"/> PORT & HARBOR ADVISORY COMMISSION 3RD WEDNESDAY OF THE MONTH OCT-APRIL AT 5:00 PM MAY - SEPT AT 6:00 PM	<input type="checkbox"/> LIBRARY ADVISORY BOARD 1ST TUESDAY OF THE MONTH AT 5:30 PM
<input type="checkbox"/>	<input checked="" type="checkbox"/> OTHER - PLEASE INDICATE <u>Cook Inlet Aquaculture Association</u>
<input type="checkbox"/> 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	

I have been a resident of the city for 18 years. I have been a resident of the area for 18 years.

I am presently employed at Fire Department City of Homer

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

Permit holder of Lower Cook Inlet

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

I am currently an alternate on this board the last year and half.

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

As a participant in the fishery I have interest in the direction of this association

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

Cook Inlet Seiners Association
NPEA Homer

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

Please answer if you 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:

I'm already a part of this board and would love to be the city's representative.

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 to 907-235-3143. Thank you for applying!

ORDINANCE REFERENCE SHEET
2019 ORDINANCE
ORDINANCE 19-42

An Ordinance of the City Council of Homer, Alaska, Instituting the Industrial Pretreatment Discharge and Waste Disposal Manual.

Sponsor: City Manager

1. City Council Regular Meeting September 23, 2019 Introduction
Industrial Waste Manual as backup

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

3 City Manager

4 **ORDINANCE 19-42**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 INSTITUTING THE INDUSTRIAL PRETREATMENT DISCHARGE AND
8 WASTE DISPOSAL MANUAL.
9

10 WHEREAS, Homer City Code (HCC) Title 14 includes provisions that were adopted or
11 changed sporadically over the last 50 years; and
12

13 WHEREAS, These changes required utility users to be familiar with Code provisions in
14 multiple, different Code locations which increased the potential for unintended violations of
15 Code and led to frustration among those attempting to comply with local law; and
16

17 WHEREAS, Consolidating administrative procedures to the greatest extent possible
18 encourages compliance and ensures the public knows its rights, remedies, and
19 responsibilities; and
20

21 WHEREAS, The highly technical and lengthy industrial pretreatment and sewage
22 system regulations in HCC 14.05 are best presented in a policy and procedure manual in
23 order to prevent the average user of City utilities from being confused or misdirected by the
24 industrial waste requirements; and
25

26 WHEREAS, The Industrial Pretreatment Discharge and Waste Disposal Manual shall
27 contain administrative rules and regulations governing discharge of industrial waste into the
28 Sanitary System. These rules and regulations and any amendments to them must be
29 approved by Council via ordinance before they become effective per HCC 14.04.110(b). Staff
30 may make non-substantive changes if needed; and
31

32 WHEREAS, Once an industrial user exists within City limits, the City will should further
33 evaluate the proper location and scope regarding the violation and penalty provisions within
34 Article III. Sections 4, 5, and 6 of the manual.
35

36 NOW, THEREFORE, The City of Homer Ordains the instituting of the Industrial
37 Pretreatment Discharge and Waste Disposal Manual.
38

39 Section 1. This ordinance is of a permanent and general character and may be
40 referenced in Homer City Code, but shall not be codified.
41

42 Section 2. The Industrial Pretreatment Discharge and Waste Disposal Manual shall be
43 amended as needed by Ordinance.

44
45 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____,
46 2019.

47
48

CITY OF HOMER

49
50
51

KEN CASTNER, MAYOR

52
53

ATTEST:

54
55

MELISSA JACOBSEN, MMC, CITY CLERK

56
57
58

YES:

59

NO:

60

ABSTAIN:

61

ABSENT:

62

63 First Reading:

64 Public Hearing:

65 Second Reading:

66 Effective Date:

67

68 Reviewed and approved as to form.

69

70

Katie Koester, City Manager

71
72

Holly Wells, City Attorney

73

Date: _____

74

Date: _____

CITY OF HOMER INDUSTRIAL PRETREATMENT DISCHARGE AND WASTE DISPOSAL MANUAL

Adopted September 23rd, 2019



Industrial Pretreatment Discharge and Waste Disposal Manual

Article I. General Provisions

- Section 1. Purpose.
- Section 2. Definitions.
- Section 3. Abbreviations.
- Section 4. Fees.

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- Section 2. IWAN required for significant industrial users.
- Section 3. Application for industrial wastewater acceptance.
- Section 4. Materials and substances prohibited in Sanitary System.
- Section 5. Monitoring facilities.
- Section 6. Control manhole.
- Section 7. Inspection and sampling.
- Section 8. Dilution prohibited.
- Section 9. Accidental discharges and slug loads.
- Section 10. Operating upsets.

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- Section 2. Reporting requirements – General.
- Section 3. Reporting requirements for industrial users subject to Federal categorical pretreatment standards.
- Section 4. Records retention.
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- Section 7. Recovery of costs incurred by the City.

Article I. General Provisions

Section 1. Purpose.

The purpose of this manual is to:

- a. Identify users subject to pretreatment requirements;
- b. Prohibit the discharge into the City Sewer Treatment Works (“Sanitary System”) of any substance that would prevent the City from satisfying limitations contained in its NPDES/APDES permit or that would otherwise violate Federal or State law;
- c. Prohibit the discharge into the Sanitary System of any substance which could, by its nature or quantity, damage the Sanitary System or its operation or jeopardize the safety or health of Sanitary System workers;
- d. Prevent the introduction of any substance into the City Sanitary System which will interfere with the operation of the Sanitary System or contaminate the resulting sludge;
- e. Provide for regulation of direct and indirect contributors to the Sanitary System through the issuance of permits to certain nondomestic users of the Sanitary System and through enforcement of general requirements for all users; and
- f. Establish monitoring and enforcement activities to ensure that these purposes are achieved.

Section 2. Definitions.

In this manual, unless otherwise provided, or the context otherwise requires, the following words and phrases shall have the meaning set forth below:

“Act” means the Federal Water Pollution Control Act and the Clean Water Act, Pub. L. No. 92-500, as amended, codified at 33 U.S.C. 1251 et seq.

“Biochemical oxygen demand” or “BOD” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard procedure in five days at 20 degrees centigrade, expressed in milligrams per liter.

“City” means the City of Homer’s duly authorized agent or representative.

“City Manager” means the City Manager of the City of Homer or the person designated by the City Manager to administer this manual.

“Control manhole” means a manhole through which the total facility industrial wastewater flows, and which contains installed equipment for wastewater sampling and flow measurement.

“Cooling water” means the water discharged from any use such as air conditioning, cooling or refrigeration, or water to which the only pollutant added is heat.

“Discharge” means the direct or indirect introduction into the Sanitary System of pollutants from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act or under this manual. Holding tank waste introduced into the Sanitary System is a discharge.

“Industrial user” means an industrial or commercial establishment that introduces or causes the entry into the Sanitary System of nondomestic wastewaters having the characteristics of industrial wastes, or any other source of nondomestic pollutant introduced or discharged into the Sanitary System.

“Industrial wastes” means solid, liquid or gaseous waste resulting from any industrial, manufacturing, trade, or business process or from the development, recovery or processing of natural resources.

“Liquid-waste hauler (LWH)” means any person or business engaged in the activity of pumping, hauling, transporting and dumping of permitted wastes defined as septic tank pumpings, portable-toilet pumpings, food service grease traps, and sludge from domestic wastewater treatment plants and lagoons, at a public owned treatment works (POTW).

LWHs are herein classified as significant industrial users (SIUs), as determined by EPA, and are subject to the national pretreatment program (NPP) and must obtain an industrial wastewater acceptance notification (IWAN) from the City prior to disposal of permitted waste into the Sanitary System.

“Mass limitations” means limitations applied to a discharge which are relative to quantity rather than quality or concentration.

“National categorical pretreatment standards” means the standards established in any regulation containing pollutant discharge limits promulgated by the Environmental Protection Agency in accordance with Section 307(b) or (c) of the Act and which apply to a specific category of industrial users.

“NPDES/APDES permit” means a National Pollutant Discharge Elimination System permit issued to the Sanitary System pursuant to Section 402 of the Act or Alaska Pollutant Discharge Elimination System.

“pH” means the logarithm of the reciprocal of hydrogen ion activity expressed in moles per liter.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, industrial, municipal, marine and agricultural waste discharged into the Sanitary System, or any other substance discharged into the Sanitary System which, if discharged directly, would alter the chemical, physical, biological, or radiological integrity of the water.

“Pretreatment” means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the Sanitary System.

“Receiving waters” means those waters into which wastes are discharged.

“Sewage” means water-carried human wastes or a combination of water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface, storm or other waters as may be present.

“Sewage treatment works” or “Sanitary System” means the sewage treatment plant of the City of Homer, and the sewers and conveyance appurtenances discharging to and from the sewage treatment plant.

“Significant industrial user” means an industrial user of the City wastewater disposal system who meets any one of the following criteria:

1. Is subject to or potentially subject to national pretreatment standards promulgated under Section 307(b) or (c) of the Act;
2. Has in its wastes any priority toxic pollutants listed in 40 CFR 401.15 or 40 CFR Part 403 or listed by the City Manager;
3. Has in its wastes toxic pollutants as defined pursuant to Section 307 of the Act or regulations promulgated thereto;
4. Has a discharge flow of 10,000 gallons or more of wastewater per average work day;
5. Has a flow greater than five percent of the flow into the Sanitary System or of the design pollutant loading capacity of the Sanitary System; or

6. Is determined by the City Manager to have a significant impact or potential for significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the Sanitary System effluent quality, or air emissions generated by the Sanitary System.

“Slug load” means any substance released in a discharge at a rate or concentration which causes inhibition or disruption of the Sanitary System, its treatments, or its operation, or causes the Sanitary System to violate its NPDES/APDES permit.

“Stormwater” means any flow occurring during or following any form of natural precipitation and resulting therefrom.

“Suspended solids” means the total suspended matter that floats on the surface of or is suspended in water, wastewater or other liquids, and which is removable by laboratory filtering.

“Toxic pollutant” means any pollutant or combination of pollutants listed as toxic by the Administrator of the Environmental Protection Agency under the provisions of Section 307 of the Act, 40 CFR 401.15, 40 CFR Part 403, or listed as toxic by the City Manager.

“Upset” means an exceptional incident in which a user unintentionally and temporarily is in a state of noncompliance with the standards adopted under this manual or established as part of the user’s IWAN, due to factors beyond the reasonable control of the user, and excluding noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operations thereof.

“User” means any person who contributes, causes or permits the contribution of wastewater into the Sanitary System. User includes industrial users and significant industrial users.

Section 3. Abbreviations.

AAC - Alaska Administrative Code
ADEC - Alaska Department of Environmental Conservation
CFR - Code of Federal Regulations
EPA - Environmental Protection Agency
IWAN - Industrial Wastewater Acceptance Notification
L - Liter
LWH - Liquid-Waste Hauler
Mg - Milligram
mg/l - Milligrams per liter

NPDES/APDES - National Pollutant Discharge Elimination System/Alaska Pollutant Discharge Elimination
O&M - Operations and Maintenance
ppm - Parts per million
SIC - Standard Industrial Classification
SIU - Significant Industrial User

Section 4. Fees.

The City Manager may establish a schedule of fees and charges for users, applications, interpretations, permits, inspections, release of information, and other actions of the City under this manual.

Article II. Industrial Facilities Operation

Section 1. Wastewater pretreatment facilities.

- a. Users shall provide such wastewater pretreatment as is necessary to comply with this manual and shall achieve compliance within the time limitations specified by the City. Facilities and equipment necessary to pretreat wastewater to meet the provisions of this manual shall be provided, operated and maintained at the user's expense.
- b. Detailed drawings and specifications showing the pretreatment facilities and operating procedures shall be submitted to the City for review and approval before commencement of discharge into the Sanitary System. The review and approval of such drawings, specifications and operating procedures will not relieve the user of responsibility for modifying the facility as necessary to meet the provisions of this manual.
- c. Any changes in the pretreatment facilities or method of operation to be made after approval of the plans by the City must be reported to the City of Homer Department of Public Works for approval before the changes are made.

Section 2. IWAN required for significant industrial users.

No SIU may connect to or remain connected to the Sanitary System, or otherwise introduce or cause the entry of waste into the Sanitary System, without first obtaining an industrial wastewater acceptance notification (IWAN).

Section 3. Application for industrial wastewater acceptance.

a. All SIUs shall complete and file with the City an application for industrial wastewater acceptance. An existing SIU shall file an application within 30 days of notification by the City. A proposed new SIU shall file an application at least 90 days prior to connecting to the Sanitary System.

b. The application for industrial wastewater acceptance shall be made in writing on forms provided by the City and shall include:

1. The name, mailing address and physical location of the SIU facility including the names of the operator and owner;
2. The 2012 North American Industry Classification System (NAICS) number of the SIU;
3. A list of all environmental permits held by or for the SIU facility;
4. A description of each product produced by type, amount, process or processes and rate of production, and a description of the type and amount of chemicals and raw materials utilized in the process (average and maximum amounts per day);
5. Site plans, floor plans, mechanical and plumbing plans and details of the SIU facility showing all sewers, sewer connections, inspection manholes, sampling chambers and appurtenances by size, location and elevation;
6. A description of the SIU operations, including a description of activities, facilities and plant process on the premises, and a description of all materials which are or may be discharged into the Sanitary System and the time and duration of such discharges;
7. A description of the average daily and instantaneous peak wastewater flow rates, in gallons per day, including daily, monthly and seasonal variations, if any, and time and duration of discharges;
8. A listing of existing and anticipated wastewater constituents and their characteristics, which shall include, but is not limited to, those substances identified in this manual or possessing characteristics identified in this manual, as determined by chemical and biological analyses performed by a laboratory certified by the ADEC;
9. A description of the nature, quantity and concentration of all pollutants or materials limited by this manual, that are discharged or are anticipated to be discharged into the Sanitary System, together with a statement regarding whether or not compliance with this manual is being or will be achieved on a consistent basis and, if not, whether additional operation and maintenance activities or additional pretreatment is necessary for the SIU to comply with these rules.

c. Where additional pretreatment or additional operation and maintenance activities are necessary to comply with these rules, the SIU shall comply with the following requirements:

1. The SIU shall provide to the City, with its application, a plan containing the shortest schedule by which the user will provide such additional pretreatment and implement such additional operational and maintenance activities as are necessary to comply with these rules.

2. The schedule shall contain milestone dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the discharger to comply with the requirements of these rules including, but not limited to, dates relating to hiring an engineer registered in the State of Alaska, hiring other appropriate personnel, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, and other acts necessary to achieve compliance with these rules.

3. The schedule is subject to the approval of the City Manager. Neither the entire schedule nor any step may exceed a reasonable time as determined by the City Manager and no single major step may exceed nine months.

4. No later than 14 days following each milestone date in the schedule and the final date for compliance, the SIU shall submit a progress report to the City including a statement as to whether or not it complied with the increment of progress represented by that milestone date and, if not, the date on which it expects to comply with that increment of progress, the reasons for delay, and the steps being taken by the SIU to return the construction to the approved schedule. In no event may more than nine months elapse between such progress reports to the City. Failure to adhere to the nine-month deadline will result in disconnection of sewer service.

d. The application and, where necessary, the schedule of additional pretreatment or operational and maintenance activities shall be signed by a principal executive officer of the SIU.

Section 4. Materials and substances prohibited in Sanitary System.

a. No user may discharge or cause to be discharged into the Sanitary System, except as authorized in an IWAN issued by the City, any wastewater containing concentrations of pollutants in excess of the following:

Pollutant	Limit (mg/L)
------------------	---------------------

Ammonia (as Nitrogen)	79 (daily high) 49 (monthly average)
Arsenic	0.1
BOD	500
Cadmium	0.085
Chromium – Total	4.31
Chromium – Hexavalent	4.0
Copper	1.0
Cyanide	0.3
Lead	0.54
Mercury	0.002
Nickel	0.74
Silver	0.09
Suspended solids	500
Zinc	2.78

The limitations listed above apply to the total discharge from a user exclusive of sanitary wastewater. Wherever a discharger is subject to both a national categorical pretreatment standard and a local limit for a given pollutant, the more stringent shall apply.

b. No user may discharge or cause or permit to be discharged into the Sanitary System the following wastes or waters:

1. Any stormwater, surface water or runoff, groundwater, roof runoff, subsurface drainage, cooling water or other unpolluted water.
2. Any water or wastes which contain more than 100 ppm by weight of fat, oil or grease.
3. Any solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the Sanitary System, including, but not limited to, ashes, cinders, sand, mud, metal, feathers, glass, rags, wood, plastics, lime, slurry, lime residues, chemical residues, paint or ink residues or bulk solids. Particle size of any allowed substance is limited to one-half inch in any dimension.
4. Any liquids, solids or gases including, but not limited to, gasoline, diesel oil, oil, benzene, naphtha, fuel, mineral spirits or solvents that by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the operation of Sanitary System, or jeopardizing the safety of Sanitary System workers.
5. Any wastes or waters containing toxic or poisonous substances in quantities or concentrations determined by the City Manager to constitute a hazard to humans or

animals, to interfere with any sewage treatment process, to create any hazard in the waters receiving discharge from the Sanitary System, or to exceed Federal categorical pretreatment standards.

6. Any wastes or waters having a pH lower than 6.0 or higher than 9.0 at any time, or having any corrosive property capable of causing damage or hazard to structures, equipment and personnel of the Sanitary System.

7. Any waters containing quantities of radioactive substances in excess of limits for drinking water established by State and Federal regulations.

8. Any substance with objectionable color not removed by the Sanitary System, including, but not limited to, excess fly ash, dye wastes and vegetable tanning solutions.

9. Any liquids, gases, or solids that are noxious or malodorous or that either singly or in interaction with other substances would cause a public nuisance or hazard to life or health, or would prevent safe entry into the Sanitary System for its maintenance and repair.

10. Any substance that may cause the Sanitary System treatment residues, sludges, incinerator ash or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process.

11. Any heat or heat producing substances which, when combined with other substances, will inhibit biological activity in the Sanitary System.

12. Any substance that will cause the City to violate its NPDES/APDES permit, State disposal system standards, or receiving water quality standards.

13. Any fish cleaning and waste products, and fish processing wastewater.

14. Any wastewater in violation of a State of Alaska discharge limitation, including, but not limited to, "Solid Waste Management Regulations," 18 AAC 60; "Water Quality Standards," 18 AAC 70; and "Wastewater Disposal Regulations," 18 AAC 72.

15. Any wastewater in violation of a Federal categorical pretreatment standard, or any other standard established by the City Manager.

Section 5. Monitoring facilities.

a. A SIU shall provide and operate at the SIU's own expense a monitoring facility to allow inspection, sampling and flow measurement of each sewer discharge to the Sanitary System.

Each monitoring facility shall be situated on the SIU's premises, except where such a location would be impractical or cause undue hardship on the user. The City may authorize the facility to be constructed in the public street or sidewalk area; provided, that the facility is located so that it will not be obstructed by landscaping, parked vehicles, or other moveable or fixed objects.

b. There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the discharger.

c. All monitoring facilities shall be constructed and maintained in accordance with HCC Title 13, Standard Construction Practices, and the Uniform Plumbing Code.

d. The City Manager may waive the requirements of this section to provide and operate a monitoring facility upon formal request of the SIU if the City Manager determines that adequate inspection, sampling, and flow measurement of each industrial wastewater discharge can be conducted without a monitoring facility.

Section 6. Control manhole.

a. A SIU who discharges or proposes to discharge industrial waste into the Sanitary System shall construct and maintain a control manhole to allow inspection, sampling and flow measurement of each industrial wastewater discharge to the Sanitary System.

b. Any other industrial user shall, at the request of the City Manager, construct and maintain a control manhole to allow inspection, screening, sampling and flow measurement of each industrial wastewater discharge to the Sanitary System.

c. Each control manhole must be located on the user's premises; except, if the City Manager determines that such a location will be impractical or cause undue hardship on the user, he may allow the control manhole to be located off the user's premises; provided, that the control manhole is located so that the control manhole is readily accessible and will not be obstructed by landscaping, parked vehicles, or other obstructions. There shall be ample room in and near the control manhole to allow accurate sampling and preparation of samples for analysis. The user shall maintain the control manhole in a safe and proper operational condition. The control manhole shall be accessible at all times.

d. To assure that the control manhole is acceptable for use by the City, drawings and specifications for the control manhole shall be submitted to the City Manager for review and approval with the application for an IWAN or upon request of the City Manager.

e. The requirements of this section may be waived by the City upon formal request of the user if the City Manager determines that adequate inspection, sampling, and flow measurement of each industrial wastewater discharge of the user can be conducted without a control manhole.

f. The City may have access to the control manhole for the purpose of inspection and sampling, including flow measurement, upon request and without the need for a search warrant.

Section 7. Inspection and sampling.

a. The City is authorized to enter to inspect and take samples from the control manholes, monitoring facilities, and wastewater pretreatment facilities and to inspect and copy records of a SIU to determine compliance with the requirements of this manual. The SIU shall allow the City's representatives, upon exhibiting proper credentials and identification, to enter upon the premises of the user at reasonable hours for the purposes of inspection, sampling or inspection and copying of records. Reasonable hours include any time the SIU is operating any process which results in the introduction of wastewater into the Sanitary System.

b. The City may set up on the SIU property such devices as are necessary to conduct sampling, inspection, compliance monitoring or metering operations.

Section 8. Dilution prohibited.

A user may not increase the use of potable or process water or in any way dilute or attempt to dilute a discharge as a substitute for treatment to achieve compliance with the limitations contained in this section or with any other applicable standard, limitation, or regulation. The City Manager may impose mass limitations on users that are or may be using dilution to meet the requirements of this section, or in other cases where the imposition of mass limitations is deemed appropriate by the City Manager.

Section 9. Accidental discharges and slug loads.

a. Each user shall provide adequate protection from the accidental discharge of prohibited or regulated materials or substances established by this manual. Any facilities or equipment necessary to prevent the accidental discharge of prohibited materials shall be provided and maintained at the user's expense.

b. Users shall notify the City Manager immediately upon the occurrence of an accidental discharge of substances prohibited by this manual or of any other discharge that could impair or interfere with the Sanitary System, including a slug load. The notification shall include location of discharge, date and time thereof, type of waste, concentration and

volume and corrective actions taken. In addition, the user shall immediately notify the ADEC of the discharge.

c. Within five days following a discharge described in this section, the user shall submit to the City Manager a detailed written report describing the cause of the discharge or slug load and measures to be taken by the user to prevent similar future occurrences.

d. Such written notifications shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the Sanitary System; nor shall such notification relieve the user of any fines, civil penalties or other liabilities which may be imposed by this section or any other applicable law.

e. The report required by this section shall be signed by a principal executive officer of the user, or his or her designee.

Section 10. Operating upsets.

a. A user who experiences an upset in operations that places the user in noncompliance with this manual shall inform the City Manager of the upset within 24 hours of becoming aware of the upset. A written follow-up report thereof shall be filed by the user with the City Manager within five days of notification. The report shall include:

1. A description of the upset, the cause thereof and the upset's impact on the user's compliance status;
2. Duration of noncompliance, including exact dates and time of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur; and
3. All steps taken or to be taken to reduce, eliminate and prevent recurrence of such an upset or other conditions of noncompliance.

b. A documented, timely reported and verified bona fide operating upset shall, to the extent reported, be an affirmative defense to any criminal enforcement action brought by the City against the user under HCC 14.04.130 and/or Article IV of the manual for any noncompliance with the provisions of this manual which arises out of violations alleged to have occurred during the period of the upset.

Article III. Records and Reporting

Section 1. Industrial wastewater acceptance notification.

a. The City Manager shall notify the SIU or proposed SIU of the City's acceptance of its application by issuing an industrial wastewater acceptance notification (IWAN). The IWAN shall contain such terms and conditions as the City Manager determines are necessary to achieve the purposes of this manual. Issuance of an IWAN constitutes authorization to connect to the Sanitary System. If the City Manager rejects the application, he shall notify the applicant in writing of the rejection of the application. The City Manager may require the user to submit additional information prior to accepting or rejecting the application. The City of Homer Department of Public Works will evaluate the application and data furnished by the user and may require additional information. Within 30 days after evaluation of a complete application for industrial wastewater acceptance, the City shall notify the applicant of the acceptance or the rejection of the application.

b. The IWAN shall include the following:

1. Fees and charges to be paid upon initial permit issuance;
2. Limits on the average and maximum wastewater constituents and characteristics regulated thereby;
3. Limits on average and maximum rate and on time of discharge and/or requirements for flow regulations and equalization;
4. Requirements for installation and maintenance of inspection and sampling facilities;
5. Compliance schedules;
6. Self-monitoring requirements;
7. Requirements for submission of any technical reports or discharge reports in addition to those prescribed by this manual; and
8. Special conditions as the City may reasonably require under particular circumstances of a given discharge including sampling locations; frequency of sampling; number, types and standards for sampling and testing; reporting schedules; and City inspection and sampling.

c. The City reserves the right to amend an IWAN issued hereunder in order to assure compliance with applicable laws and regulations.

d. When a national categorical pretreatment standard is promulgated, the City shall revise the IWAN of each user subject to such standard to assure compliance with such standard within the time frame prescribed by such standard. If the user has not previously submitted

an application for an IWAN, the user shall submit an application for an IWAN to the City within 180 days after the effective date of the applicable national categorical pretreatment standard or such shorter time as may be required to meet State or Federal requirements. A user for whom an IWAN is in effect shall submit to the City within 180 days after the promulgation of the applicable national categorical pretreatment standard the information required under Article II. Section 3 of the manual.

e. The City shall inform the IWAN holder of any proposed changes in its IWAN at least 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

f. The IWAN is issued to a specific user for a specific operation in a specific location and is not assignable to another user or transferable to another location; provided, the IWAN may be transferred to a successor to the use in a specific location with the prior written approval of the City.

g. An IWAN expires five years after the date of its issuance and may be amended, modified and revoked at any time as provided in this manual.

h. Each SIU shall be subject to issuance of a new IWAN with appropriate modifications if it changes the process or the wastewater characteristics. Any changes or new conditions in the IWAN shall include a reasonable time schedule for compliance.

Section 2. Reporting requirements – General.

a. Initial Compliance Report. Within 90 days following the date of issuance of an IWAN to a SIU, or within 90 days following the deadline for compliance with an applicable national categorical pretreatment standard, the SIU shall submit to the City a report indicating the nature and concentration of all prohibited or regulated substances contained in its discharge into the Sanitary System, and the average and maximum daily flow of wastewater into the Sanitary System in gallons. The report shall state whether applicable pretreatment standards or requirements are being met on a consistent basis and, if they are not, the report shall specify in conformity with Article II. Section 3. (c) what additional operations and maintenance or pretreatment measures are necessary to bring the discharger into compliance with applicable pretreatment standards or requirements.

b. Biannual Compliance Report. A user to which an IWAN is issued shall submit to the City a biannual report. The report shall be filed two times a year, on or before January 31st and on or before July 31st of each year, and shall cover activities during the six months preceding the month in which the report is due. The report shall state the nature and concentration of discharged substances regulated by this manual. The report shall include a record of all daily flows during the reporting period. Flows shall be reported on the basis of actual measurement; however, where cost or feasibility considerations justify, the City may accept

reports of average and maximum flows, estimated by verifiable techniques. The City Manager may for good cause shown, considering such factors as local high or low flow rates, holidays, budget cycles, or other extenuating factors, authorize the submission of said reports for different periods of time.

c. Notice of Substantial Change in Discharge. All users shall promptly notify the City in advance of any substantial change in the volume or character of the pollutants in their discharge.

d. Reports required by this section shall contain all results of sampling and analysis of the discharge, including the flow and the nature and concentration of substances in the discharge, or production and mass where required by the City. The reports shall contain such additional information as is required by the user's IWAN, and shall be based on the self-monitoring requirements contained in the user's IWAN. Reports and statements shall be signed by an authorized representative of the discharger.

e. All sampling and analyses shall be performed in accordance with sampling and analytical procedures required by 43 CFR Section 403.12 or approved by the administrator of the U.S. Environmental Protection Agency or by the City Manager.

Section 3. Reporting requirements for industrial users subject to Federal categorical pretreatment standards.

Upon the establishment by the EPA of a Federal categorical pretreatment standard, all industrial users subject to the Federal categorical pretreatment standard shall submit to the City such report as required under Federal regulations, 40 CFR Section 403.12, within the time specified in that section. The City will process all required reports and will conduct follow-up on such reports as required.

Section 4. Records retention.

Each user subject to this manual shall retain and preserve for three years all records, including books, documents, memoranda, reports, correspondence and all summaries thereof, relating to its discharge, including all monitoring, sampling and chemical analyses made by or on behalf of the user in connection with its discharge. All records that pertain to matters that are the subject of administrative adjustment or any other enforcement or litigation actions brought by the City shall be retained and preserved by the user until all enforcement activities have concluded and the time for appeal has expired.

Section 5. Confidential treatment of information and data.

The user may request that information and data furnished to the City with respect to any proprietary process of the user be treated as a confidential submission. If the City determines

that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets or proprietary information of the user, it shall keep the information and data confidential and shall not disclose the information, except where release is otherwise required by law and except for release to a City, State or Federal agency with jurisdiction over the user's discharge for uses related to the user's compliance with City, State and Federal water pollution regulations. Otherwise, the information and data shall be available to the public or other governmental agency without restriction. Wastewater constituents and characteristics will not be recognized as confidential information.

Section 6. Falsifying information.

No person may knowingly make any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this manual, or falsely tamper with, or knowingly render inaccurate, any monitoring device or method required under this manual.

Article IV. Enforcement

Section 1. Emergency suspension of service and of industrial wastewater acceptance.

a. Upon notice to the user and a reasonable opportunity for an informal hearing, the City shall order the suspension of Sanitary System service to a user, or shall withdraw the IWAN of a user when it appears to the City that an actual or threatened discharge:

1. Presents or threatens to present an imminent or substantial danger to the health or welfare of persons or substantial danger to the environment; or
2. Interferes or threatens to interfere with the operation of the Sanitary System; or
3. Violates or threatens to violate any pretreatment limits imposed by this manual or by the IWAN.

b. A user notified of the City's suspension order shall immediately cease all discharges into the Sanitary System. If the discharger fails to comply with the suspension order, the City shall commence judicial proceedings to compel the user's compliance with such order or to recover civil penalties under HCC 14.04.130 and/or Article IV of the manual. The City shall reinstate the IWAN and the Sanitary System service upon proof by the user of the elimination of the noncomplying discharge or conditions creating the threat that led to the suspension order.

Section 2. Termination of treatment services.

a. A user may not:

1. Fail to report the wastewater constituents and characteristics of its discharge;
 2. Fail to report significant changes in wastewater constituents or characteristics;
 3. Refuse reasonable access pursuant to a search warrant or other court order to the user's premises by the City for the purpose of inspection, sampling or copying; or
 4. Violate any other provisions of this manual or any order of the City with respect thereto.
- b. The City may terminate wastewater treatment service by shutting off the public water supply to any discharger who violates any of the foregoing prohibitions.

Section 3. City of Homer – Right of access.

If a user refuses to grant a right of entry, the City may seek a search warrant or order from the Superior Court compelling the user to submit to entry, inspection, sampling and copying.

Section 4. Notification of violation – Appeal.

Whenever the City determines that a user has violated or threatens to violate the prohibitions of this manual or any permit, plan, or IWAN authorized or issued under this manual, the City shall cause to be served upon such user a written notice, either personally or by certified or registered mail, return receipt requested, stating the nature of the alleged violation. Within 15 days of the date of receipt of the notice, the user may respond personally or in writing by certified or registered mail, return receipt requested, to the City, advising of its position with respect to the allegations. The user shall be given the opportunity to meet with the City or respond to the alleged violations and to propose a plan to correct the alleged violations. The City shall issue a written decision determining whether there is a violation and, if necessary, whether the proposed plan is acceptable.

Section 5. Show cause hearing.

If a violation of this manual is not corrected by administrative adjustment under Article IV. Section 4 of the manual, then the City Manager shall order the user to show cause why service should not be terminated or other enforcement action, including imposition of a civil penalty, should not be taken. A written notice shall be served on the user by personal service, or by certified or registered mail, return receipt requested, specifying the time and place of the hearing to show cause. The notice of the hearing shall be served no less than 10 days before the hearing. Service may be made on any agent, officer or authorized representative of the discharger. After the hearing, the City Manager shall issue a written decision which may

include appropriate orders with respect to the violations of the manual and may include a civil penalty in accordance with HCC 14.04.130 and/or Article IV. of the manual. The City Manager's decision constitutes final administrative action for purposes of judicial review.

Section 6. Administrative interpretation.

Any person may request in writing an interpretation or ruling by the City on any matter covered by this manual and is entitled to a prompt written reply. In the event that such inquiry is by a user and deals with matters of performance or compliance with this manual for which enforcement activity is pending, receipt of a user's request shall not stay the enforcement activity.

Section 7. Recovery of costs incurred by the City.

A user who violates any of the provisions of this manual, or who discharges or causes a discharge producing interference with, deposit in, or obstruction of the Sanitary System, or who causes damage to or impairs the City's Sanitary System, shall be liable to the City for any expense, loss or damage caused by such violation or discharge. The City shall bill the user for the cost incurred by the City for any cleaning, repair or replacement work caused by the violation or discharge.

ORDINANCE REFERENCE SHEET
2019 ORDINANCE
ORDINANCE 19-43

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 7.06.020 Use of Improperly Muffled Engine Brakes, to Identify Permitted Areas for Use of Muffled Engine Brakes in the City of Homer.

Sponsor: City Manager/Police Chief

1. City Council Regular Meeting September 23, 2019 Introduction

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**CITY OF HOMER
HOMER, ALASKA**

City Manager/Police Chief

ORDINANCE 19-43

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING HOMER CITY CODE 7.06.020, USE OF IMPROPERLY
MUFFLED ENGINE BRAKES PROHIBITED, TO IDENTIFY
PERMITTED AREAS FOR USE OF MUFFLED ENGINE BRAKES IN
THE CITY OF HOMER.

WHEREAS, Ordinance 15-32 amended Homer City Code to amend language to refer to muffled engine brakes in a generic term and removed the steeper grade locations where muffled engine brakes are permitted; and

WHEREAS, It is unsafe for loaded truck to go down steeper grades without using engine brakes.

NOW, THEREFORE, The City of Homer Ordains:

Section 1. HCC 7.06.020 Use of improperly muffled engine brakes prohibited is hereby amended to read as follows:

7.06.020 Use of improperly muffled engine brakes prohibited.

a. No person may use engine brakes while operating a motor vehicle within the City, unless the vehicle is equipped with a muffler or other effective noise-suppressing system in good working order and in constant operation, with no cutout, bypass, or similar device. For the purpose of this section, the term “engine brake” means a hydraulic engine attachment which converts a diesel engine into an air compressor and when engaged operates to slow the vehicle.

b. The use of muffled engine brakes is permitted while traveling downhill on the following roadways in Homer: The Sterling Highway from Milepost 169-173, Main Street, East Hill Road and West Hill Road.

~~b.c.~~ The police chief shall adopt procedures for the provision of commercial vehicle inspections for repeat violators.

Section 2. This ordinance is of a permanent and general character and shall be included in Homer City Code.

43 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____,
44 2019.

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47
48

CITY OF HOMER

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52

KEN CASTNER, MAYOR

53 ATTEST:

54
55

56 MELISSA JACOBSEN, MMC, CITY CLERK

57
58 YES:
59 NO:
60 ABSTAIN:
61 ABSENT:

62
63 First Reading:
64 Public Hearing:
65 Second Reading:
66 Effective Date:

67
68 Reviewed and approved as to form.

69
70

71 Katie Koester, City Manager

Holly Wells, City Attorney

72
73 Date: _____

Date: _____

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

3 City Manager

4 **ORDINANCE 15-32**

5
6 AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING
7 HOMER CITY CODE 7.04.030, TRAFFIC FINE SCHEDULES, AND
8 HOMER CITY CODE 7.06.020, USE OF JAKE BRAKES PROHIBITED,
9 TO SUBSTITUTE A GENERIC TERM FOR THE TRADEMARKED TERM
10 "JAKE BRAKE," AND TO PROHIBIT THE USE OF IMPROPERLY
11 MUFFLED ENGINE BRAKES.

12
13 WHEREAS, Jacobs Vehicle Systems, Inc. has asked the City to cease use of its
14 trademarked name "Jake Brake"; and

15
16 WHEREAS, It is appropriate to amend the Homer City Code to substitute a generic
17 term for the trademarked name, and to prohibit the use of improperly muffled engine brakes.

18
19 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

20
21 Section 1. The entry for violation of Homer City Code 7.06.020 that appears in Homer
22 City Code 7.04.030, Traffic fine schedules, is amended to read as follows:

23

<u>7.06.020</u>	Improperly muffled engine brake use prohibited	First violation \$100.00; Second violation within 6 months of first conviction \$200.00 plus proof of satisfactory Homer PD commercial vehicle inspection; Third violation within 6 months of any prior conviction \$300.00 plus proof of satisfactory Homer PD commercial vehicle inspection
-----------------	--	---

24
25 Section 2. Homer City Code 7.06.020, Use of jake brakes prohibited—Exceptions, is
26 amended to read as follows:

27
28 7.06.020 Use of improperly muffled engine brakes prohibited.

29 a. No person may use engine brakes while operating a motor vehicle within the City,
30 unless the vehicle is equipped with a muffler or other effective noise-suppressing system in
31 good working order and in constant operation, with no cutout, bypass, or similar device. For
32 the purpose of this section, the term "engine brake" means a hydraulic engine attachment
33 which converts a diesel engine into an air compressor and when engaged operates to slow
34 the vehicle.

b. The police chief shall adopt procedures for the provision of commercial vehicle inspections for repeat violators.

Section 3. This Ordinance is of a permanent and general character and shall be included in the City Code.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 28th day of September, 2015.



CITY OF HOMER

Francie Roberts

FRANCIE ROBERTS,
MAYOR PRO TEMPORE

ATTEST:

Jo Johnson

JO JOHNSON, MMC, CITY CLERK

AYES: 5
NOES: 0
ABSTAIN: 0
ABSENT: 1

First Reading: 9/14/15
Public Hearing: 9/28/15
Second Reading: 9/28/15
Effective Date: 9/29/15

Reviewed and approved as to form:

Mary K. Koester
Mary K. Koester, City Manager

Date: 10.2.15

Thomas F. Klinkner

Thomas F. Klinkner, City Attorney

Date: 10-7-15

4. Subsection (e) of this section applies to the total noise from a vehicle or combination of vehicles and may not be construed as limiting or precluding the enforcement of any other provision of this Code or other law relating to a motor vehicle muffler and exhaust system or noise control.

5. For purposes of this subsection, distance shall be measured from any point on the vehicle.

f. The police chief shall adopt procedures for the accurate measurement of motor vehicle noise, for motor vehicle inspections to satisfy proof of correction and to otherwise implement this section. (Ord. 03-50 §2, 2003)

7.06.020 Use of Jake Brakes Prohibited; Exceptions. a. Except as provided in subsection (b), no person may use jake brakes while operating a motor vehicle within the city. For the purpose of this section, the term "jake brake" means a hydraulic engine attachment which converts a diesel engine into an air compressor and when engaged operates to slow the vehicle.

b. The use of jake brakes is permitted while traveling downhill on the following roadways in Homer: The Sterling Highway from Milepost 169 to 173, Main Street, East Hill Road and West Hill Road.

c. The police chief shall adopt procedures for the provision of commercial vehicle inspections for repeat violators. (Ord. 03-50 §2, 2003)

7.06.100 Penalty and Fine Schedule. a. In accordance with AS 29.25.070(a), citations for the offenses described in subsection (b) may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed in subsection (b), plus the surcharge required by Section 1.16.030 of this code, and submission of proof of inspection and correction, if required. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed in subsection (b), plus the applicable surcharge.

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

3 Aderhold/City Clerk

4 **RESOLUTION 19-063**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 SUPPORTING KENAI PENINSULA BOROUGH RESOLUTION 2019-
8 047 TO RECOGNIZE THE RECOMMENDATIONS OF THE KENAI
9 PENINSULA BOROUGH'S ELECTION STAKEHOLDERS GROUP AND
10 DIRECTING STAFF TO EXPLORE IMPLEMENTATION OF THE
11 RECOMMENDATIONS, AND SIGNING KENAI PENINSULA
12 BOROUGH JOINT RESOLUTION 2019-001.

13
14 WHEREAS, In February, 2019, the Kenai Peninsula Borough (KPB) established the
15 Election Stakeholders Group (ESG) to increase voter participation by developing sustainable
16 election processes that maximize accessibility and inclusivity; and

17
18 WHEREAS, The City of Homer was represented on the ESG by Councilmember Donna
19 Aderhold, City Clerk Melissa Jacobsen participated on the ESG as a subject matter expert, and
20 Joyanna Geilser, Executive Director of the Independent Living Center and ADA Compliance
21 Committee member, participated as an advocate for voters with disabilities; and

22
23 WHEREAS, In July, 2019, the ESG concluded its work and produced a summary of six
24 final recommendations:

- 25 1. Vote by Mail Hybrid: transition the election process from the current polling site
26 structure to a vote by mail hybrid structure (VBMS) wherein every registered voter
27 is mailed a ballot packet 2-3 weeks prior to election day; voters drop their ballots
28 at secured locations, return their ballot by mail, or else vote in person at specified
29 Accessible Vote Centers (AVC);
30 2. Education & Outreach Campaign: the KPB Assembly appropriates funds for an
31 extensive voter education and outreach campaign designed to encourage voter
32 participation, promote civic engagement, and educate voters about VBMS;
33 3. Amend Alaska State Statute, Title 29: the KPB Assembly adopts a resolution
34 requesting the Alaska State Legislature to amend AS 29.26.060(c) in order to allow
35 ranked voting for runoff elections;
36 4. Voter Pamphlet: deliver the voter pamphlet to voters via a website, and also
37 provide hard copies of the voter pamphlets at the Accessible Vote Centers (ACV);
38 5. Appoint Service Area Board Representatives: transition to appointing KPB service
39 area board representatives rather than electing them;
40 6. Eliminate Proposition Statements: eliminate having proposition statements,
41 either for or against a proposition, from the voter pamphlet; and
42

43 WHEREAS, The ESG final report also recommends that the KPB seek support from and
44 partner with each City to conduct all local elections by mail; and

45
46 WHEREAS, Because the impact of pursuing these recommendations will be broadly
47 felt throughout the borough, the Kenai Peninsula Borough Assembly has requested that each
48 City demonstrate support for this initiative by signing KPB Joint Resolution 2019-001; and

49
50 WHEREAS, KPB Joint Resolution 2019-001 recognizes the recommendations of the
51 ESG, and supports a KPB vote by mail strategy with an implementation target date of
52 October, 2020.

53
54 NOW, THEREFORE BE IT RESOLVED that the City Council of Homer, Alaska hereby
55 supports Kenai Peninsula Borough Resolution 2019-047, and authorizes the Mayor Castner to
56 sign Kenai Peninsula Borough Joint Resolution 2019-001, recognizing the recommendations
57 of the KPB Election Stakeholders Group and supporting a KPB vote by mail strategy with an
58 implementation target date of October, 2020.

59
60 PASSED AND ADOPTED by the Homer City Council this 23rd day of September, 2019.

61
62 CITY OF HOMER

63
64
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66
67 _____
68 KEN CASTNER, MAYOR

69 ATTEST:
70
71
72 _____
73 MELISSA JACOBSEN, MMC, CITY CLERK

74
75 Fiscal note: N/A

Introduced by: Dunne, Hibbert
Date: 09/03/19
Action: Adopted as Amended
Vote: 5 Yes, 4 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2019-047**

**A RESOLUTION ADOPTING JOINT RESOLUTION NO. 2019-001 OF THE
ASSEMBLY OF THE KENAI PENINSULA BOROUGH AND COUNCILS OF THE
CITIES OF HOMER, KACHEMAK, KENAI, SELDOVIA, SEWARD AND SOLDOTNA,
RECOGNIZES THE RECOMMENDATIONS OF THE KENAI PENINSULA
BOROUGH'S ELECTION STAKEHOLDERS GROUP AND DIRECTING STAFF TO
EXPLORE IMPLEMENTATION OF THE RECOMMENDATIONS**

WHEREAS, the Kenai Peninsula Borough Assembly established the Election Stakeholders Group ("ESG") through the direction and adoption of Resolution 2019-006, which included community members and members from many local governments in the borough, researched ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity; and

WHEREAS, after holding many public meetings throughout 2019 the ESG issued a final report with six specific recommendations regarding potential changes to borough code and election processes which are intended to achieve guiding principles initially adopted by the ESG; and

WHEREAS, Joint Resolution 2019-001 details the efforts of the ESG, recognizes its recommendations and directs staff to explore implementation of the recommendations;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI
PENINSULA BOROUGH:**

SECTION 1. That the Kenai Peninsula Borough Assembly adopts Joint Resolution 2019-001.

SECTION 2. That this resolution takes effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF SEPTEMBER, 2019.

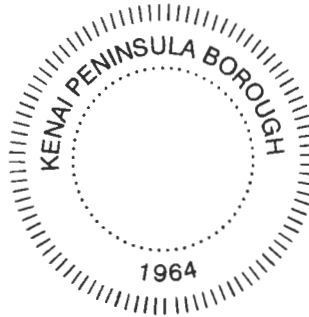


Wayne H. Ogle, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



Yes: Bagley, Cooper, Dunne, Hibbert, Smalley
No: Blakeley, Carpenter, Fischer, Ogle
Absent: None

**KENAI PENINSULA BOROUGH
CITY OF HOMER
CITY OF KACHEMAK
CITY OF KENAI
CITY OF SELDOVIA
CITY OF SEWARD
CITY OF SOLDOTNA**

JOINT RESOLUTION NO. 2019-001

**A JOINT RESOLUTION OF THE ASSEMBLY OF THE KENAI PENINSULA
BOROUGH AND COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI,
SELDOVIA, SEWARD AND SOLDOTNA, RECOGNIZING THE RECOMMENDATIONS OF
THE KENAI PENINSULA BOROUGH'S ELECTION STAKEHOLDERS GROUP AND
DIRECTING STAFF TO EXPLORE IMPLEMENTATION OF THE RECOMMENDATIONS**

- WHEREAS,** the Kenai Peninsula Borough Assembly established the Election Stakeholder Group (“ESG”) through the direction and adoption of Kenai Peninsula Borough (“KPB”) Resolution 2019-006; and
- WHEREAS,** the ESG was tasked with researching ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity; and
- WHEREAS,** the ESG was comprised of assembly members, city council members, city managers, a representative from the KPB mayor’s office and community members with a specific interest in the electoral process; and
- WHEREAS,** the ESG was supported by the borough and city clerks as well representatives from the KPB Legal Department, Information Technology Department, and the Geographical Information Division; and
- WHEREAS,** the ESG adopted guiding principles to focus and guide its work, including: maximizing accessibility and inclusivity of borough elections; improving voter satisfaction and confidence; making efficient use of public resources; ensuring electing security and integrity; and, improving voter outreach and coordination with all stakeholders; and
- WHEREAS,** the ESG, as detailed in its final report, made six specific recommendations regarding potential changes to KPB code and election processes which are supported by, and intended to achieve, the stated guiding principles; and
- WHEREAS,** the ESG chair and vice-chair presented the attached final report and recommendations to the KPB assembly on August 20, 2019; and
- WHEREAS,** the ESG recommends that the KPB seek support from and partnership with the cities within the borough to administer all future local elections consistent with the vote by mail hybrid structure; and
- WHEREAS,** the ESG recommends that the KPB explore cost sharing with the cities within the KPB for the purchase and maintenance of election equipment; and

WHEREAS, in order to fully educate voters and the public on a new process, the ESG recommends the KPB and community partners conduct an extensive and comprehensive communication/education plan; and

WHEREAS, the ESG further recommends collaboration between the KPB and the cities within the KPB to develop legislation and administrative practices for the administration of local elections that are consistent with KPB processes, and make efficient use of government resources;

NOW, THEREFORE, BE IT RESOLVED BY THE KENAI PENINSULA BOROUGH ASSEMBLY AND THE COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI, SELDOVIA, SEWARD AND SOLDOTNA:

SECTION 1. That the Kenai Peninsula Borough Assembly and the city councils for the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna recognize the recommendations of the 2019 Election Stakeholders Group.

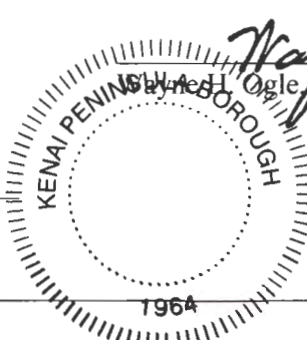
SECTION 2. That the Kenai Peninsula Borough Assembly and the city councils for the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna support the KPB clerk and the city clerks as they continue to explore vote by mail elections with a goal to implement the first by mail election in October of 2020 as a strategy to increase voter turnout, thus empowering KPB and city residents with a stronger voice in the democratic process and in the decisions that directly impact their lives.

SECTION 3. That this resolution takes effect immediately upon adoption of the Kenai Peninsula Borough Assembly and the city councils within the Kenai Peninsula Borough.

APPROVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS THIS 3RD DAY OF SEPTEMBER, 2019.

ATTEST:


John Blankenship, MMC, Borough Clerk



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

Ken Castner, Mayor

ATTEST:

Melissa Jacobsen, MMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KACHEMAK THIS _____ DAY OF _____, 2019.

William Overway, Mayor

ATTEST:

Erika Fitzpatrick, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KENAI THIS THIS _____ DAY OF _____, 2019.

Brian Gabriel, Mayor

ATTEST:

Jamie Heinz, CMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SELDOVIA THIS THIS ____ DAY OF _____, 2019.

Dean Lent, Mayor

ATTEST:

Heidi Geagel, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SEWARD THIS THIS _____ DAY OF _____, 2019.

David Squires, Mayor

ATTEST:

Brenda Ballou, MMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SOLDOTNA THIS THIS ____ DAY OF ____
_____, 2019.

Nels Anderson, Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

Kenai Peninsula Borough
Election Stakeholders Group
Final Report and Recommendations
(Unanimously Approved July 26, 2019)



Committee Members: Donna Aderhold, Brenda Ahlberg, Teri Birchfield, Cassidi Cameron, John Coleberg, Tyson Cox, Sammy Crawford, Linda Cusack, Willy Dunne, Joyanna Geisler, Brent Hibbert, Sue McClure, Scott Meszaros, Paul Ostrander, Robert Peterkin, and Stephanie Queen

Alternate Members: Brian Gabriel, Vivian Rojas, and Kaitlin Vadla

Subject Matter Experts: Brenda Ballou, Johni Blankenship, Heidi Geagel, Erica Fitzpatrick, Ben Hanson, Jamie Heinz, Melissa Jacobsen, Sean Kelley, Bobbi Lay, Holly Montague, and Shellie Saner

Support Staff: Michele Turner

Kenai Peninsula Borough
Election Stakeholders Group
Final Report and Recommendations
(Unanimously Approved July 26, 2019)

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PURPOSE

The Election Stakeholders Group was established to research ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity while conserving public resources.

Voting is the foundation of our democracy. Active participation in the electoral process is necessary for high functioning governance.

The Election Stakeholders Group (ESG) was established on January 8, 2019 by KPB Resolution 2019-006 and tasked with researching ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity while conserving public resources. In addition, the ESG was directed to explore all aspects of administering borough and city elections including the traditional polling site model and the vote by mail hybrid model.

The ESG was encouraged to keep in mind the directives of the conciliation agreement between the borough and the Human Rights Commission. Specifically, Section C which states, “Respondent Kenai Peninsula Borough (KPB) will establish and direct the stakeholder group to explore options for providing assistive technology to visually impaired voters, including the option of distributing ballots to all voters by mail and establishing voting centers with accessible voting equipment open two weeks prior to each election. Respondent will direct the stakeholder group to advance options for its consideration that will allow visually impaired voters to vote privately and independently.”

The KPB is at a critical impasse regarding the administration of elections for two reasons:

1. The Human Rights Commission has declared our current accommodations and equipment for voters with disabilities, specifically those that may be visually impaired, as significantly discriminatory;
2. The hardware that is currently being used by the KPB is owned by the State of Alaska and is at its end of life. Further, that equipment does not comply with Americans with Disabilities Act (ADA) requirements and therefore is not an option for the KPB moving forward.

The ESG was comprised of assembly members, city council members, city managers, borough mayor's office and community members interested in the electoral process. The group was staffed by the Borough Clerk's Office and assisted by subject matter experts from within the borough and cities within the borough.

The first ESG meeting was held on February 15, 2019 and subsequent meetings were held every two weeks after that for a total of 12 meetings. The meetings were advertised in accordance with the Open Meetings Act and the public was encouraged to attend; however, there was no public participation aside from 2 emails. A small subcommittee of the group did participate in a local radio show and had an opportunity to respond to questions for the listening audience.

In conducting its work and arriving at recommendations, the ESG adopted the following guiding principles:

GUIDING PRINCIPLES

1.) Maximize Accessibility and Inclusivity

Provide disability-related accommodations and other facilitative measures to enable residents experiencing a disability their equal right to vote privately and independently.

Promote participation in the electoral process for all borough voters.

2.) Efficiency and Conservation of Public Resources

Use public resources efficiently and conservatively by evaluating election-related factors such as cost per vote cast, cost per election, cost sharing with cities within the borough, appointed vs. elected advisory boards, and indirect costs.

3.) Voter Satisfaction and Confidence

Increase voter satisfaction and confidence in borough elections by maintaining voter privacy, providing options for ballot tracking and voter flexibility, and collaborating with the Alaska Division of Elections to maintain accurate voter rolls.

4.) Longevity in the Solution

Maximize the longevity of the election solution and the borough's ability to adapt to advances in technology, changes in the election workforce, engaging new voters, voter preferences, and conditions in regulatory frameworks.

5.) Coordination and Collaboration

Promote collaboration with all election stakeholders, including the public, Alaska Division of Elections, cities within the borough, candidates, media, local community groups, and voting organizations.

6.) Security and Integrity

Ensure security of the voting system, including hardware, software, accountability procedures, and the voter registration database.

Maintain integrity in the system by adopting internal controls such as signature verification, requiring acceptable identifiers, providing extensive election worker training, and giving voters the ability to cure errors to ensure all valid votes are counted.

7.) Voter Outreach

Encourage higher voter turnout by implementing a voter communication and education campaign that promotes the value of civic engagement.

Develop educational materials which explain the new processes to the public, utilizing multiple resources and methods of outreach and communication, to ensure there is a clear public understanding of and support for the new solution.

8.) Continuity of Operations / Contingency Disaster Plan

Adopt a contingency and communication disaster plan to ensure a coordinated and strategic response to any disruptive event and provide for continuity of election operations.

The ESG received presentations from the Borough and City Clerks, representatives from the State of Alaska Division of Elections, the Municipality of Anchorage, the United States Post Office (USPS), and the KPB's current ballot printer and by mail service provider. The ESG received demonstrations from two software/hardware providers. Their presentations were for both polling place and vote by mail structures. Both vendors had ADA compliant equipment for both scenarios. Finally, a subcommittee of the group participated in a field trip to Anchorage to see its "Vote by Mail Election Central" in action.

The ESG spent many hours discussing voter engagement, cost, collaboration and efficiencies. Based on the knowledge gained and through presentations and questions the ESG makes the following recommendations:

RECOMMENDATIONS

Recommendation #1 – Vote by Mail Hybrid:

Recommendation #1 is consistent with and reinforced by all of the guiding principles adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly transition the election process from the current polling site structure to a vote by mail hybrid structure (VBMS). The VBMS is a proven methodology that the KPB has been using for over 20 years in six (Cooper Landing, Hope, Fox River, Moose Pass, Seldovia/Kachemak Bay and Tyonek) of its 28 precincts. The group reviewed the current and VBMS structures and ranked the pros and cons. The pros of the VBMS far outweighed the pros of the existing structure and aligned with the group's adopted guiding principles.

The VBMS has proven to be a more efficient and effective process for the administration of elections. In this process every registered voter will be mailed a ballot package 2-3 weeks prior to election day, giving more voters an opportunity to exercise their right to vote at a time and place that meets their schedule and convenience.

Accessible Vote Centers (AVC) will be established 2 weeks prior to election day in at least 5 locations throughout the borough. AVCs can be utilized to drop off voted ballots or to satisfy the desire to vote in person. The vote centers will be equipped with ADA compliant hardware, allowing all voters to vote privately and independently. The VBMS allows for all voters to vote in the way that suits them best.

Ballot drop boxes will need to be purchased as part of the structure and distributed throughout the borough. Voters can choose to drop their voted ballots in a drop box, at an AVC or in the mail by using the prepaid postage.

The VBMS is a long term solution for the borough and the cities within the borough as it is not subject to the changing technology of the current structure. It uses off-the-shelf scanners to count the ballots and printers for on-demand ballot printing which allows for greater accessibility, upgrades and cost effective repairs.

The VBMS has been demonstrated by the Municipality of Anchorage to engage all voter demographics and therefore translates into higher voter participation and higher voter satisfaction.

The initial capital cost of the VBMS hardware and software is less than that of the traditional structure. There will be other costs to consider; for example, ballot drop

boxes and an initial voter outreach and education campaign. The costs could be shared by the cities within the borough.

The VBMS will add to voter security and confidentiality as well as offer voters an opportunity to cure any issues that may occur with their voted ballots (e.g. no signature provided, no identifier provided, other). The group recommends the implementation of signature verification software and a signature review board. It further recommends to require at least one identifier be provided by the voter (an identifier would include voter registration number, driver's license number, or social security number). The borough should work toward a technical solution which will allow voters to track their voted ballot ensuring its receipt and review.

The VBMS further allows for the review board to adjudicate each ballot to ensure voter intent is correctly determined based on standardized methods and training.

In summary, the ESG supports and recommends the VBM structure for the administration of elections in the KPB.

The ESG received proposals from Dominion Voting software and ADA compatible hardware for both the traditional polling site structure and the vote by mail structure. The vote by mail proposal was \$213,106.60 less than the traditional polling site proposal. The vote by mail structure would require the purchase of ballot drop boxes which, according to the Municipality of Anchorage, cost around \$3,300 apiece to fabricate. The Municipality of Anchorage has 16 drop boxes distributed throughout its jurisdiction. The Municipality of Anchorage also does not prepay the postage for the return of voted ballots. The ESG recommends that the KPB deploy drop boxes as needed on the road system and encourages voters in more remote areas to use USPS. Based on information provided by the Municipality of Anchorage, the ESG is encouraged that the VBMS will increase voter turnout and that the administrative costs will decrease over time.

Recommendation #2 – Education and Outreach Campaign

Recommendation #2 is consistent with and reinforced by guiding principles, 1.) Maximize Accessibility and Inclusivity; 3.) Voter Satisfaction and Confidence; 4.) Longevity in the Solution; 5.) Coordination and Collaboration and 7.) Voter Outreach, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly appropriate funds for an extensive education and outreach campaign. The voter turnout in the KPB and the cities within it has been historically low. The turnout tends to trend higher or lower depending on what is on the ballot.

One of the focuses of the outreach campaign would be specifically to encourage voter participation no matter what is on the ballot through a

communication plan which promotes civic engagement and targeted marketing regarding the importance of the election process.

Another primary focus would be to educate the voters on the new VBMS.

The group recommends the use of social media, print media, and broadcast media, as well as outreach through the participation of existing community groups (chambers of commerce, rotary, etc.).

The group further recommends the KPB consider contracting with an outside resource to develop and implement a plan specifically regarding the education and notification of the voters of the new vote by mail hybrid structure.

Recommendation #3 – Alaska State Statute Title 29 Amendment

Recommendation #3 is consistent with and reinforced by guiding principles, 1.) Maximize Accessibility and Inclusivity; 2.) Efficiency and Conservation of Public Resources and 3.) Voter Satisfaction and Confidence, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly adopt a resolution requesting the Alaska State Legislature introduce and support a bill allowing for ranked choice voting. The bill would amend AS 29.26.060(c) to read as follows:

Sec. 29.26.060. Runoff elections.

(a) Unless otherwise provided by ordinance, a runoff election shall be held if no candidate receives over 40 percent of the votes cast for the office of

(1) mayor; or

(2) member of the governing body or school board if candidates run for a designated seat.

(b) Unless otherwise provided by ordinance, if candidates for the governing body or school board run at large, a runoff election for a seat shall be held if no candidate receives a number of votes greater than 40 percent of the total votes cast for all candidates divided by the number of seats to be filled.

(c) Unless otherwise provided by ordinance, a runoff election shall be held within three weeks after the date of certification of the election for which a runoff is required, and notice of the runoff election shall be published at least five days before the election date. Unless otherwise provided by ordinance t[T]he runoff election shall be

between the two candidates receiving the greatest number of votes for the seat.

This amendment would allow municipalities the flexibility to conduct runoff elections according to local preference.

The ESG recommends the KPB Assembly further research and explore the solution of Ranked Choice Voting for the election of the Borough Mayor rather than continuing to conduct separate runoff elections which are costly and typically receive lower voter turnout than the regular election. Ranked Choice Voting would allow for an immediate runoff to select the prevailing candidate.

Recommendation #4 – Voter Pamphlet

Recommendation #4 is consistent with and reinforced by guiding principles, 2.) Efficiency and Conservation of Public Resources and 3.) Voter Satisfaction and Confidence, adopted by the Election Stakeholders Group.

The Election Stakeholder Group recommends including information in each ballot package which directs the voter to a website with voter information, candidate profiles and proposition summaries. The information provided would also specify locations at which hard copies of the voter pamphlet could be obtained. In addition, hard copies of the voter pamphlet could be mailed directly to a voter upon request.

Paper copies of the voter pamphlet should include candidate profiles, proposition summaries and additional voter information and be made available at each of the AVCs. AVC employees would be educated and prepared to assist voters in the navigation of the election website.

Recommendation #5 – Appointed Service Area Boards

Recommendation #5 is consistent with and reinforced by guiding principle, 2.) Efficiency and Conservation of Public Resources, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends amending KPB Titles 2, 4 and 16 – Service Areas to provide that all KPB service area boards are appointed instead of elected (draft ordinance attached for consideration).

It is rare for a service area board race to be contested at an election. In addition, there have been many years when no candidate files for the seat at all and ultimately the seat is filled by appointment after the election is certified.

Recommendation #6 – Statements Advocating for Approval or Rejection of Propositions

Recommendation #6 is consistent with and reinforced by guiding principles, 2.) Efficiency and Conservation of Public Resources and 3.) Voter Satisfaction and Confidence, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly amend KPB 4.10.110 by deleting Section B which provides for the inclusion of statements advocating voter approval or rejection of propositions in the voter pamphlet. Recommendation #4 suggests streamlining the voter pamphlet to reduce waste and cost. Amending this section of code would further support that reduction. Additionally, the current inclusion of the statements may be contributing to voter confusion.

The information provided and disseminated by the borough should be that of a factual nature. Public funds should not be used to further the message of an outside group, and the official voter information pamphlet is an inappropriate place to allow members of the public to advocate for or against a proposition. In today's technical environment there are multiple ways to effectively and efficiently spread a message without cost to the tax payers of the borough.

Additionally, the administration of this code provision has proven to be difficult and identifying possible authors of statements has proven to be problematic. Historically, statements have been submitted for inclusion in the voter pamphlet and those statements are not vetted or verified by the borough and therefore may include misleading information.

This provision of code was enacted in 2007 and has only been utilized a handful of times and typically only when there is a voter initiative or referendum proposition on the ballot.

Additional Recommendations

The ESG recommends the KPB seek support from and partners with the cities within the borough to conduct all local elections by mail. Further, we recommend cost sharing with the cities within the borough for election equipment, an extensive and comprehensive communication/education plan and administration of all future elections. The ESG promotes the collaboration between the KPB and the cities within the KPB to develop legislation and administrative practices for the administration of local elections.

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

3 City Clerk/Library
4 Advisory Board

5 **RESOLUTION 19-064**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE LIBRARY ADVISORY BOARD BYLAWS BY
9 REMOVING ARTICLE III, SECTION 4 REGARDING ATTENDANCE AT
10 FRIENDS OF THE HOMER LIBRARY BOARD MEETINGS.

11
12 WHEREAS, The Friends of the Homer Library board has asked that Library Advisory
13 Board members not attend their board meetings unless they are on their agenda since the
14 meetings are meant for board members and not for all members or the public; and

15
16 WHEREAS, The Library Advisory Board discussed the changes to the relationship
17 between the Library Advisory Board and the Friends of the Homer Library at their May 7, 2019
18 meeting; and

19
20 WHEREAS, The Board agreed that the Bylaws should be amended to remove Article III,
21 Section 4 that states: "One member shall attend the monthly meeting of the Friends of the
22 Homer Public Library on an open volunteer basis."; and

23
24 WHEREAS, The Library Advisory Board held a first reading at their August 6, 2019 regular
25 meeting and approved the Bylaw amendment at their September 3, 2019 regular meeting by
26 unanimous consent of the Board.

27
28 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska amends the
29 Library Advisory Board Bylaws by removing Article III, Section 4 regarding attendance at
30 Friends of the Homer Library Board Meetings.

31
32 BE IT FURTHER RESOLVED that the Library Advisory Board will continue to collaborate
33 with the Friends of the Homer Library through the Library Director.

34
35 PASSED AND ADOPTED by the Homer City Council this 23rd day of September, 2019.

36
37 CITY OF HOMER

38
39
40
41 _____
42 KEN CASTNER, MAYOR

43 ATTEST:

44

45

46 _____

47 MELISSA JACOBSEN, MMC, CITY CLERK

48

49 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 19-124

TO: MAYOR CASTNER AND CITY COUNCIL

FROM: LIBRARY ADVISORY BOARD

THRU: RACHEL TUSSEY, DEPUTY CITY CLERK

DATE: SEPTEMBER 4, 2019

SUBJECT: LIBRARY ADVISORY BOARD BYLAW AMENDMENT

At the May 7, 2019 regular meeting, the Library Advisory Board discussed changes to the relationship between the LAB and the Friends of the Homer Library. The FHL board has asked that LAB members do not attend their board meetings unless they are on their agenda since they are meant for board members, not for all FHL members or the public. The board agreed that the LAB bylaws should be amended to remove Article III, Section 4 that states: "One member shall attend the monthly meeting of the Friends of the Homer Public Library on an open volunteer basis."

The LAB held discussion and a first reading of the amendment at their August 6th meeting and a second reading/approval at their September 3rd meeting. The board passed a motion to amend the Library Advisory Board bylaws by removing Article III, Section 4, and recommending City Council approve the amended bylaws.

RECOMMENDATION

Approve Resolution 19-064 amending the Library Advisory Board bylaws.

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

City Clerk

3
4 **RESOLUTION 19-065**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AWARDING THE GENERAL COUNSEL LEGAL SERVICES TO THE
8 FIRM OF JERMAIN, DUNNAGAN & OWENS, P.C. OF ANCHORAGE,
9 ALASKA, IN THE MONTHLY FIXED FEE AMOUNT OF \$12,500 AND
10 AUTHORIZING THE CITY MANAGER TO EXECUTE THE
11 APPROPRIATE DOCUMENTS.

12
13 WHEREAS, The Request for Proposals was advertised in the Homer News on July 18 and
14 25, 2019, in the Anchorage Daily News on July 21 and 28, 2019, and posted on the City website
15 on July 18, 2019; and

16
17 WHEREAS, Proposals were due in the Office of the City Clerk by 4:00 p.m. on Thursday,
18 August 22, 2019; and

19
20 WHEREAS, Seven proposals were received and reviewed by the Homer City Council at a
21 Special Meeting on August 28, 2019; and

22
23 WHEREAS, Four attorneys were selected by the Homer City Council for interviews that
24 were conducted on September 4 and 5, 2019; and

25
26 WHEREAS, Homer City Council adopted Resolution 19-060(A) expressing intent to
27 award enter into a contractual agreement with the firm of Jermain, Dunnagan & Owens, P.C.
28 of Anchorage, Alaska, for general counsel legal services.

29
30 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards the
31 contract for General Counsel Legal Services for one (1) year commencing October 1, 2019 with
32 the option to extend for up to three (3) years to the firm of Jermain, Dunnagan & Owens, P.C.
33 of Anchorage, Alaska in the monthly fixed fee amount of \$12,500 for up to 65 hours of legal
34 services and authorizes the City Manager to execute the appropriate documents.

35
36 PASSED AND ADOPTED by the Homer City Council this 23rd day of September, 2019.

37
38 CITY OF HOMER

39
40
41 _____
42 KEN CASTNER, MAYOR
43
44

45 ATTEST:

46

47

48

49 _____
MELISSA JACOBSEN, MMC, CITY CLERK

50

51 Fiscal Note: Acct. No. 100.100.5210 monthly fixed fee \$12,500

GENERAL COUNSEL LEGAL SERVICES AGREEMENT

THIS Agreement made and entered into this ____ day of September, 2019, by and between the City of Homer, an Alaska municipal corporation (the City), and Jermain, Dunnagan & Owens, P.C. (the Firm).

Section 1. Engaged Employment of the Firm

The City hereby agrees to engage the Firm and the Firm hereby agrees to perform the services hereafter set forth.

Section 2. Scope of Services

- (A) Serve as the legal advisor of and be responsible to the City Council, and advise the City Manager, and City Clerk concerning matters affecting City administration, as well as perform other duties as may be prescribed by the City Council.
- (B) Prepare legal documents such as ordinances, resolutions, contracts, conveyances, etc., and legal opinions, as needed. Provide representation in court, negotiate on the City's behalf and handle other legal matters that may arise.
- (C) Be readily available for consultation by the City Council, City Manager, City Clerk, and City staff.
- (D) Draft opinion letters regarding, among other subjects, the interpretation of the Homer Municipal Code and Charter, state and federal laws, and policies.
- (E) Perform other such duties as may be prescribed for the City Attorney by ordinance or by direction of the City Council and/or City Manager.
- (F) Work effectively with the City Council, City Manager, City staff, and also with other public agencies with which the City has legal relations.
- (G) The City Attorney, Michael Gatti, will be principally responsible for performing or supervising the work to be done by the Firm. The City Attorney will not change without consent of the City Council. Unless excused by the City Council, Mayor or Manager, the City Attorney will attend the majority of the 12 monthly required City Council meetings outlined in this contract. If the City Attorney is not available, he will send his designee.
- (H) The City Attorney, Michael Gatti, or his designee if he is not available, will be able to appear with reasonable notice telephonically at other meetings as requested by the City Council.
- (I) The City Attorney, at the City's request, will provide annual training for the City

Council and/or Commissions on municipal topics regarding or affecting the City of Homer. At least one training session after the municipal election will be provided to the City Council and as needed to the Planning Commission.

Section 3. Time of Performance

The services of the Firm shall commence on October 1, 2019 and continue in effect for one year. The City shall have the option to extend this Agreement for an additional three year term commencing on the expiration of the Initial Term. Upon renewal of the Agreement, the monthly retainer amount and hourly rates may be adjusted only upon agreement by the City.

Section 4. Compensation

- (A) Subject to the provisions of this Agreement, the City shall pay the Firm a monthly retainer of \$12,500.00 to provide up to 65 hours of general counsel service per month. The retainer amount includes attorney time, attendance in Homer for 12 council meetings annually, computerized legal research charges, and telephone and fax charges. Paralegal services will be billed separately at the paralegal hourly rate. In the event the Firm’s invoice for any month includes less than 55 hours of attorney time, the number of hours below 55 shall be rolled over as a credit to the next month and, thereafter, from month to month; provided that, any outstanding credit remaining at the end of a contract year will not carry over to the next contract year.
- (B) The following are the hourly rates for services provided by attorneys in excess of 65 hours per month, for paralegal services, and for specialized services (i.e., litigation, administrative proceedings):

Hourly Rates	
Name	Hourly Billing Rate
Michael Gatti, Primary Attorney	\$225
Shareholders/Of Counsel	\$225
Associates	\$195
Paralegals	\$105

- (C) Travel time for travel for attendance at more than 12 Council meetings in a contract year, or for other purposes approved by the City Manager, may be charged at a discounted rate of one half (½) of the hourly rate of the applicable hourly rate.
- (D) Costs for copies, messenger services and third-party charges will be passed through to the City at the actual cost. There will be no charge for computerized legal research, telephone, and fax charges as such charges are included in the monthly retainer.

Section 5. Method and Time of Payment

- (A) The City will compensate the Firm in accordance with Section 4, which

compensation shall constitute the full and complete compensation for the Firm's services and performance under this Agreement. Payments will be made on receipt of monthly billing.

(B) No payment will be disbursed until approved by the City.

Section 6. Termination of Agreement for Cause

If, through any cause, the Firm shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material (to include without limitation data and information kept on computer, disk, video, tape, etc.) prepared by the Firm arising out of or connected with this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination or upon request. The Firm shall be entitled to receive compensation in accordance with the payment provisions of Section 4 of this Agreement only for work completed to the City's satisfaction in accordance with Section 4 of this Agreement and the other terms of this Agreement.

Section 7. Termination for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the Firm of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 6 are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Firm shall be entitled to receive compensation in accordance with the payment provisions of Section 4 of this Agreement only for work completed to the City's satisfaction in accordance with Section 4 of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Firm, Section 6 of this Agreement shall govern the rights and liabilities of the parties.

Section 8. Causes Beyond Control

In the event the Firm is prevented by a cause or causes beyond control of the Firm from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement, which will render the Firm liable for damages or give rights to the cancellation of the Agreement for cause, provided that the Firm duly and timely notifies the City in writing of the cause or causes, which writing must be titled "Cause or Causes Beyond Control of Attorney." However, if and when such cause or causes cease to prevent performance, the Firm shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Firm and which prevent the performance of the Firm: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Firm from performing the terms of the Agreement as set forth

herein. Events which are peculiar to the Firm and would not prevent another Firm from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Firm. Based on Firm's "Cause or Causes Beyond Control of Attorney," the City will determine whether the event preventing the Firm from performing is a cause beyond the Firm's control.

Section 9. Modifications

- (A) The parties may mutually agree to modify the terms of the Agreement only by means of an agreement in writing signed by both parties. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- (B) It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Firm to agree to modification in the scope of services will be the basis for termination of the Agreement for cause.

Section 10. Non-Assignability

- (A) The Firm shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto.
- (B) The Firm shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 11. Interest of the Firm

The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Firm further covenants that in the performance of this Agreement it shall not knowingly employ any person having any such interest and that it shall reasonably inquire of all its employees to determine that they have no such interest.

Section 12. Findings Confidential

Except as required by law, including court orders directing disclosure, any reports, information, data, etc., given to or prepared or assembled by the Firm under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Firm without the prior written approval of the City.

Section 13. Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 14. Records

- (A) The Firm's files will be retained in accordance to City's Records Retention Schedule. The Firm will provide the City Clerk with a report and obtain written authorization prior to destruction of any records.
- (B) Upon termination of this agreement, all the Firm's records will be turned over to the City Clerk as described in Section 6.

Section 15. Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the district or superior courts for the Third Judicial District of the state of Alaska at Homer. The laws of the state of Alaska shall govern the rights and obligations of the parties.

Section 16. Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision hereof.

Section 17. Permits, Laws and Taxes

The Firm shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. In performing its obligations under this Agreement, the Firm shall comply with all applicable statutes, ordinances, rules and regulations. The Firm shall pay all taxes pertaining to its performance under this Agreement.

Section 18. Relationship of the Parties

The Firm shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Firm's compliance with this Agreement but shall not supervise or otherwise direct the Firm except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 19. Administration of this Agreement

- (A) The City Manager or designee will be the representative of the City administering this Agreement.
- (B) The services to be furnished by the Firm shall be administered by the City Manager. In the event that the Firm is unable to serve for any reason to perform his obligations under this Agreement, the Firm shall appoint a successor in interest but such appointment will be subject to a written approval of the City.

Section 20. Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Section 21. Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 22. The Firm's Insurance

- (A) The Firm will maintain during the course of the contract Firm's errors and omissions insurance in the amount of at least \$1,000,000 per claim and \$2,000,000 aggregate, with a deductible no greater than \$25,000.
- (B) The Firm will, at its own expense, secure and maintain and file a certificate of insurance with the City with acceptable insurance coverage.
 - (1) Comprehensive General Liability or Commercial General Liability Coverage: Limit \$1,000,000 per claim and \$2,000,000 aggregate Bodily Injury and Property Damage, combined Single Limit. Coverage to include:
 - (2) Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30, et. seq., and federal jurisdiction where the work is being performed, covering all employees engaged in the performance of the work specified in this Agreement. Employer's liability limits shall be: \$100,000 each accident; \$500,000 disease-policy limit; and \$100,000 disease-each employee.
 - (3) Comprehensive Automobile Liability: Limit \$1,000,000 Bodily Injury and Property Damage, Combined Single Limit. Coverage to include all owned or rented/leased vehicles driven by employees engaged in the performance of the work specified in this Agreement.
 - (4) Unemployment Insurance by payment of employment security taxes for all employees hired by the Firm to work on this project. In the event of the Firm's failure to pay such taxes, the City will withhold an amount sufficient to pay such taxes from any payments owed to the Firm by the City. The City also reserves the right to contact the Alaska State Department of Labor, in order to determine whether unemployment security taxes have been paid by the Firm. The City further reserves the right to withhold that portion of employment security taxes owed to any

employees pending notification of the Firm's unemployment security tax clearance from the Alaska State Department of Labor.

- (C) A lapse in insurance coverage is a material breach of this Agreement, which may result in immediate termination of the Agreement, pursuant to Section 6 for cause.
- (D) Each policy of insurance required by this section shall provide for no less than 30 days' advance notice to the City prior to cancellation.

Section 23. Understanding

The Firm acknowledges that the Firm has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of his own free will.

Section 24. Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 25. Compliance with Law

The Firm shall comply with all applicable Federal, State of Alaska and City laws, regulations, and ordinances in performing its duties hereunder.

Section 26. Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City Manager
City of Homer
491 E. Pioneer Avenue
Homer, Alaska 99603

The Firm: Jermain, Dunnagan & Owens, P.C.
Attention: Michael Gatti
3000 A Street, Suite 300
Anchorage, Alaska 99503

CITY OF HOMER:

THE FIRM:

Katie Koester, City Manager

Mark P. Melchert, Vice President

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

3 Stroozas

4 **RESOLUTION 19-066**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 SUPPORTING THE CONSTRUCTION AND OPERATION OF THE
8 ALASKA LIQUEFIED NATURAL GAS PROJECT IN RESPONSE TO THE
9 FEDERAL ENERGY REGULATORY COMMISSION'S SOLICITATION
10 FOR COMMENTS REGARDING THE PROJECT'S ENVIRONMENTAL
11 IMPACT STATEMENT.
12

13 WHEREAS, In 2018, the City passed Resolution 18-091 to support the siting of the
14 liquefied natural gas (LNG) plant and marine terminal in Nikiski, Alaska; and
15

16 WHEREAS, The Liquefaction Facility will be located in an area that has served as an
17 industrial area for the past 50+ years; and
18

19 WHEREAS, Siting the LNG plant and marine terminal in Nikiski, Alaska as the preferred
20 alternative will bring great benefits to the people of Alaska, especially to communities on the
21 Kenai Peninsula; and
22

23 WHEREAS, It is estimated that 29,100 construction jobs will be created over the
24 project's eight year timeframe with peak employment during the project's fourth year at 7,620
25 jobs, potentially increasing Homer's population along with a demand for skilled labor and
26 housing; and
27

28 WHEREAS, Homer is recognized as the only suitable port and harbor in Cook Inlet on
29 this side of Anchorage for the AKLNG Project and logistics may bring large vessels into Homer
30 for staging materials before loading them onto smaller barges for delivery north; and
31

32 WHEREAS, Homer's strategic location increases the community's prospects of
33 facilitating some of the \$7.1 billion dollars' worth of materials and services that will be
34 purchased in Alaska as a result of AKLNG; and
35

36 WHEREAS, Construction of a gas pipeline will supply Alaskans with gas and improve air
37 quality for all of Alaska; and
38

39 WHEREAS, The AKLNG project will reduce greenhouse gas emissions through the use of
40 natural gas versus burning of wood and coal, which will assist the City in meeting greenhouse
41 gas emission reduction targets outlined in the City of Homer's Climate Action Plan; and
42

43 WHEREAS, Connection to the Interior Gas Utility will provide assurance of a long-term,
44 economic, and cleaner energy supply for Fairbanks and North Pole residents and commercial
45 and industrial users while reducing their dependency on energy sources that emit higher levels
46 of greenhouse gas emissions.

47
48 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby supports the
49 construction and operation of the Alaska Liquefied Natural Gas Project in response to the
50 Federal Energy Regulatory Commission's solicitation for comments regarding the project's
51 Environmental Impact Statement.

52
53 PASSED AND ADOPTED by the Homer City Council this 23rd day of September, 2019.

54
55 CITY OF HOMER

56
57

58
59 _____
KEN CASTNER, MAYOR

60

61 ATTEST:

62
63

64 _____
65 MELISSA JACOBSEN, MMC, CITY CLERK

66

67 Fiscal note: N/A

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

3 City Manager

4 **RESOLUTION 19-067**

5
6 A RESOLUTION OF THE HOMER CITY COUNCIL AMENDING THE
7 HOMER ACCELERATED ROADS AND TRAILS (HART) POLICY
8 PROGRAM MANUAL TO UPDATE REFERENCED SECTIONS OF
9 HOMER CITY CODE AND IMPROVE CLARITY THROUGHOUT THE
10 MANUAL.

11
12 WHEREAS, Significant changes to the HART Policy Program Manual last occurred in
13 February 2017 when City Council directed the Planning Commission to review HART and
14 complete multiple tasks including improving the readability and consistency of the manual;
15 and

16
17 WHEREAS, Since October 2018, the City has reviewed public utility and special
18 assessment district provisions in Homer City Code (HCC), City practices, and procedures
19 regarding public utilities and special assessment districts to ensure clarity and consistency;
20 and

21
22 WHEREAS, The proposed updates made to HCC Chapters 9.08, 13.24, 13.28 and HCC
23 Titles 14 and 17 impose changes to administrative practices and procedures and the policy
24 manuals that govern them; and

25
26 WHEREAS, The proposed changes to the HART Policy Program Manual will update
27 referenced sections of Homer City Code, request the Homer Planning Commission to complete
28 an annual review of the criteria for the HART program with recommendations reported to
29 Homer City Council, change the definition of fund balance, establish the cost sharing ratio for
30 eligible improvements through a special assessment district and editing to improve clarity
31 throughout the manual.

32
33 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby amends the
34 Homer Accelerated Roads and Trails Program Policy Manual by updating referenced sections
35 of Homer City Code and improve clarity throughout the manual.

36
37 PASSED AND ADOPTED by the Homer City Council this 23rd day of September, 2019.

38
39 CITY OF HOMER

40
41
42 _____
43 KEN CASTNER, MAYOR

44

45 ATTEST:

46

47

48

49 _____
MELISSA JACOBSEN, MMC, CITY CLERK

50

51 Fiscal note: N/A

H.A.R.T. POLICY MANUAL

(HOMER ACCELERATED ROADS AND TRAILS PROGRAM)

TABLE OF CONTENTS

- I. Purpose
- II. Definitions
- III. Road Qualifying and Project Criteria
- IV. Trails Qualifying and Project Criteria
- V. Financing and Assessments
- VI. Utilities
- VII. Special Provisions
- VIII. History

I. PURPOSE

The purpose of the HART program is to pay for reconstructing substandard city roads, upgrading existing roads, and constructing new streets and non-motorized trails. The intent of the program is to reduce maintenance costs, improve access, increase property values and improve the quality of life. State maintained roads are not part of this program. The program is funded by a voter approved dedicated sales tax, and assessments levied on adjacent benefited properties

II. DEFINITIONS

- A. Sidewalk- the term “sidewalk” means a pedestrian facility associated with a road and generally within a street right of way.
- B. Trail – a pedestrian facility detached from a road, or not within a street right of way.
- C. Fund Balance - is the ~~unreserved fund balance that is not allocated to pay the city portion of a project~~ **net position, or difference between assets and liabilities, of the fund.**
- D. ~~HAPC~~ **HPC**– Homer Advisory Planning Commission.
- E. Homer Non-Motorized Transportation and Trail Plan (HNMTTP) – a document that is an adopted part of the City of Homer Comprehensive Plan.
- F. 2005 Homer Area Transportation Plan (Transportation Plan) – a document that is an adopted part of the City of Homer Comprehensive Plan.

III. ROAD QUALIFYING AND PROJECT CRITERIA

To be eligible for HART funds, roads and projects must meet the qualifying criteria below.

- A. Qualifying Criteria for Existing Roads. HART fund may be used on existing roads that meet one or more of the following criteria:

1. Road has been accepted for city maintenance.
 2. Right of way was dedicated prior to March 14, 1987 (Ord. 87-6(s)).
 3. Right of way was dedicated prior to being annexed into the City.
- B. Qualifying Criteria for New Roads. HART funds may be used for new roads when one or both of the following criteria are met:
1. The City owns the property wherein the road is to be constructed.
 2. The construction project benefits the entire City.
- C. Project Criteria. The following criteria may be considered for using HART funds:
1. Project is listed in the 2005 Homer Transportation Plan or furthers a stated goal of that plan.
 2. HART funds may be used in accordance with Title 11.04.05, to pay to the developer the cost difference between the required street and the proposed street.
 3. Improves life, safety and traffic flow.
 4. Corrects deficiencies of existing systems.
 5. Completes traffic circulation pattern.
 6. Encourages economic development.
 7. Corrects drainage problems.
 8. Reduces maintenance costs.
 9. Other factors deemed appropriate by the City Council.
- D. Use of HART funding for major repairs. HART funds may be used for major eligible road and drainage repairs that are beyond the scope of routine maintenance. The use of the SAD process and property owner participation is preferred. However there may be situations in which a section of road may be repaired to a reasonable level of service without the expense of a complete rebuild.
- E. Sidewalks. To use HART funds, projects must be mapped as either sidewalks, paved shoulders or separated pathways, or directly serve the special populations discussed in sections 3.1 and 3.2 of the HNMTTP. Effort will be made to find grants or non-city funding sources to match city construction funds, whenever possible.

IV. TRAILS QUALIFYING AND PROJECT SELECTION CRITERIA

To be eligible for funding, trails must be located within trail easements or within the boundaries of municipal lands that will be held in perpetuity for public use. The goal is to avoid building trails across lands that could become privatized and result in the loss of public access. An exception to this is the use of trail funds to construct short term trails within platted rights of way. Trails within rights of way should benefit the community circulation system and be low cost, since trails will likely become part of the road when the right of way is developed.

- A. New local non-motorized trails shall be prioritized according to the following:
 - 1. Project is listed in the HNMTTP or furthers a stated goal of that plan
 - 2. Solves a safety concern
 - 3. Creates connectivity to existing trail(s), completes pattern or provides access to a point of interest
 - 4. Protects an established trail
 - 5. Creates or improves a trailhead
 - 6. Has significant scenic or aesthetic value
 - 7. Existence or potential for contributing funds or volunteer efforts
 - 8. Property owner participation

- B. Trail Project Selection Criteria. The Homer Advisory Planning Commission and Parks Art, Recreation and Culture Advisory Commission will review the trail priority list during the bi-annual review of the HART. The list will be presented in a memorandum from staff, and will contain a mix of large and small projects. Generally it will include up to five trail projects that staff has reviewed and found ready for preliminary work. Trails on this list are planned for construction in the near term (one to three year timeframe). Staff will actively work to prepare those projects for construction.

- C. Volunteer Projects. Citizens may work with the City Administration to use HART funds to construct public trails.

- D. Developer Cost Sharing. When a developer builds a trail as part of a new subdivision, HART funds may be used to reimburse up to 25% of trail construction costs.

V. FINANCING and ASSESSMENTS

This program is funded by a **portion of** dedicated sales tax of up to three quarters of one percent ($\frac{3}{4}\%$) **per HCC 3.05.017**, and the collection of assessment payments due from completed projects. The tax will be collected for up to twenty years expiring December 31, 2027, as approved by voters. Roads are allocated 90% of the annual revenue, and trails are allocated 10%. Expenditures under the HART program are subject to the availability of funds.

1. Sidewalks shall be paid for out of road funds, and trails shall be paid for out of trail funds.
2. HART funds may be used to leverage outside funds for New Local Roads and Trails.
3. New local trails may be constructed using 100% program funds.
4. When additional right-of-way is required, acquisition costs will be paid by this program, at no additional cost to abutting property owners.
5. Interest, if any, generated from the program will remain with the program funds.
6. This program includes paving driveway aprons on contracts funded by HART.
7. Abutting property owners will share the cost of upgrading a street by paying the cost sharing specified in the fee schedule as adopted in the year the project or special assessment district (SAD) was initiated.
8. Lots having a frontage on two parallel streets, or flag lots having a frontage on two perpendicular streets, are exempt from a double front footage assessment unless actually accessing the lot from both streets either prior to or after reconstruction and/or paving Deferred Assessment Agreement Required pursuant to HCC ~~17.04.180~~ **17.15.010**.
9. **In a Special Assessment District eligible for HART funding, the City is responsible for 75% and the property owner is responsible for 25% of the cost of the improvement.**
- ~~9.~~ **10.** The City will pay all costs for any additional improvements required when deemed necessary by the City.
- ~~10.~~ **11.** Other improvements requested by the benefited property owners will be paid by those same property owners.
- ~~11.~~ **12.** City share can apply to related utilities, sidewalks, street lighting, drainage, paving and/or reconstruction of roads identified on the road maintenance map.

VI. UTILITIES

1. Prior to street reconstruction, necessary related non-existing water and sewer improvements shall be encouraged whenever possible.
2. Water and Sewer utility extensions necessary to extend the utilities short distances beyond a construction area will be paid for by the program.
3. Water and sewer utility relocations directly caused by reconstruction will be paid for by HART funds.
4. Water and sewer utility upgrades necessary for future capacity that are done concurrently with reconstruction and/or paving will be paid for by the utility fund.
5. The City shall recover from the property owner the cost of construction of City-provided sewer and water service connections by including the cost of construction of such connections in the service connection fee established under HCC Chapters ~~14.13~~ **14.04 and 14.08**. Costs will be recouped from benefiting property owners through ~~deferred~~ **pending** assessments. The Finance Department will maintain a listing of these pending sewer and/or water service connection fees.

7. ~~6.~~ Whenever practical streetlights shall be included in the construction of new local roads and shall be paid by HART funds. Property owners participating in a road reconstruction and/or paving Special Assessment District may request streetlights. If the project is deemed feasible, the property owners shall be assessed for the installation of the streetlights on an equal share per parcel methodology. Property owner approval of the street light assessment shall follow the process in HCC ~~17-04~~ 17.02. Once constructed, the City will absorb the utility billing for the street light(s).

VII. SPECIAL PROVISIONS

1. The Homer Advisory Planning Commission shall review the criteria for the H.A.R.T. program bi-annually, with recommendations reported to the Homer City Council.
2. The City Council shall review the HART fund on an annual basis during the third quarter.
3. Pedestrian amenities shall be included in all new road projects unless exempted by the City Council.
4. Funds may be used to finance projects where property owners pay 100% of the costs. Subject to City Council approval.
5. The City Council may exempt lands from assessment if the land will not be developed due to a conservation easement, or if the land is owned by a conservation organization that holds the land for public purpose or for habitat protection.

VIII. HISTORY

Ordinance 85-14 07/01/85, Ordinance 94-16(A), Ordinance 02-08(A), 04/08/03,
Ordinance 02-23(A), 06/10/02, Ordinance 06-42(S), Ordinance 12-15

Resolution 87-61(S), Resolution 88-47, Resolution 88-77(A), Resolution 91-48, Resolution 91-68,
Resolution 94-50, Resolution 95-97, Resolution 96-73, Resolution 03-116, 08/25/03),
Resolution 04-41(A), Resolution 05-50(A), Resolution 05-70, 06/13/05,
Resolution 07-82, Resolution 16-041(S-2)(A), May 9, 2016, Resolution 17-038, April 24, 2017

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

3 City Manager

4 **RESOLUTION 19-068**

5
6 A RESOLUTION OF THE HOMER CITY COUNCIL ADOPTING THE
7 INDUSTRIAL WASTE DISPOSAL PERMIT, COMMERCIAL WASTE
8 DISPOSAL PERMIT, WATER/SEWER EXTENSION PERMIT, WATER
9 FILLING STATION PERMIT, AND UTILITY CONSTRUCTION
10 PROJECT PERMIT AS PART OF THE PUBLIC UTILITY SYSTEM
11 APPLICATION PROCESS.
12

13 WHEREAS, Since October 2018, the City has reviewed public utility provisions in Homer
14 City Code (HCC), City practices, and procedures regarding public utilities to ensure clarity and
15 consistency; and
16

17 WHEREAS, Removing conflicting or inconsistent terminology and requirements ensures
18 that the laws governing the public utility system are comprehensible and user friendly; and
19

20 WHEREAS, Consolidating administrative procedures to the greatest extent possible
21 encourages compliance and ensures the public knows its rights, remedies, and
22 responsibilities; and
23

24 WHEREAS, Current Code contains specific technical requirements that are best
25 addressed via permit criteria rather than provisions in the Code; and
26

27 WHEREAS, The specific technical requirements outlined in HCC Chapters 13.24 and
28 13.28 and HCC Titles 14 and 17 for industrial waste disposal, commercial waste disposal,
29 water/sewer extensions, water/sewer connections, water system filling stations, and utility
30 construction projects can be consolidated into a permit application process that is
31 comprehensible and user friendly; and
32

33 WHEREAS, A permit application process also ensures the City recoups fees associated
34 with services provided and the public has a clear understanding of project costs; and
35

36 WHEREAS, The City of Homer Fee Schedule will reflect the fees for water and sewer
37 related permits; and
38

39 WHEREAS, A second resolution approving additional permits may follow as Ordinance
40 19-23 is enacted; and
41

42 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby adopts the
43 Industrial Waste Disposal Permit, Commercial Waste Disposal Permit, Water/Sewer Extension
44 Permit, Water System Filling Station Permit and Utility Construction Project Permit as part of
45 the public utility system application process.

46
47 PASSED AND ADOPTED by the Homer City Council this ___ day of _____, 2019.

48
49 CITY OF HOMER

50
51
52 _____
53 KEN CASTNER, MAYOR

54 ATTEST:

55
56
57
58 _____
59 MELISSA JACOBSEN, MMC, CITY CLERK

60
61 Fiscal information: N/A



INDUSTRIAL PRETREATMENT AND DISCHARGE PERMIT APPLICATION (HCC 14.04.120)

Introduction

A permit is required before disposing of industrial waste into the City sewer system. A person or entity qualifies as a “Significant Industrial User” when he, she or it meets at least one of the criteria listed in the definition of “Significant Industrial User” in HCC 14.04.015. Please consult the Public Works Department if you are unsure whether you need an Industrial Waste Disposal Permit. Disposing of unauthorized waste into the City sewer system is a violation subject to a civil penalty. See HCC 14.01.040. Complete this application form and submit it to the Public Works Department along with the required fee well in advance to ensure approval before you begin disposal.

The Public Works Director will issue an Industrial Waste Disposal Permit only after finding that the applicant and the sewage comply with the City of Homer Industrial Pretreatment and Discharge Rules and Regulations, and the sewer system has sufficient capacity to dispose of the waste.

The Fee Schedule is posted on the City of Homer website at <https://www.cityofhomer-ak.gov>. The City of Homer Industrial Pretreatment and Discharge Rules and Regulations are available on the City of Homer website and in the Public Works Department offices.

Please contact the Public Works Department with any questions about the permit criteria, building specifications, approval process, timing, fees, or other information.

If you are dissatisfied with either the approval or denial of this permit, you have the right to appeal the decision to the City Manager no more than 30 days after the Public Works Director approves or denies the permit. See HCC 14.01.050. If you choose to appeal, you must file a written notice of appeal with the City Clerk and pay the fee set for the in the Fee Schedule within 30 days of the Public Works Director’s decision on the permit application. Additional requirements for an appeal can be found in HCC 14.01.050(b).

Date: _____

Applicant/Developer: _____

Contact Name: _____

Address: _____

Phone Number: _____ email address: _____

Disposal Site Address and Legal Description:

1. The name, mailing address and physical location of the Significant Industrial User (SIU) facility including the names of the operator and owner;
2. The 2012 North American Industry Classification System (NAICS) number of the SIU;
3. A list of all environmental permits held by or for the SIU facility;
4. A description of each product produced by type, amount, process or processes and rate of production, and a description of the type and amount of chemicals and raw materials utilized in the process (average and maximum amounts per day);
5. Site plans, floor plans, mechanical and plumbing plans and details of the SIU facility showing all sewers, sewer connections, inspection manholes, sampling chambers and appurtenances by size, location and elevation;
6. A description of the SIU operations, including a description of activities, facilities and plant process on the premises, and a description of all materials which are or may be discharged into the Sanitary System and the time and duration of such discharges;

7. A description of the average daily and instantaneous peak wastewater flow rates, in gallons per day, including daily, monthly and seasonal variations, if any, and time and duration of discharges;
8. A listing of existing and anticipated wastewater constituents and their characteristics, which shall include, but is not limited to, those substances identified in this chapter or possessing characteristics identified in this chapter, as determined by chemical and biological analyses performed by a laboratory certified by the ADEC;
9. A description of the nature, quantity and concentration of all pollutants or materials limited or prohibited by this chapter, that are discharged or are anticipated to be discharged into the Sanitary System, together with a statement regarding whether or not compliance with this chapter is being or will be achieved on a consistent basis and, if not, whether additional operation and maintenance activities or additional pretreatment is necessary for the SIU to comply with these rules.
10. Provide copies of licenses you hold – City business license, state business license, and/or state contractor license. (HCC 14.01.070(b)(1))
11. Provide a statement demonstrating your experience in substantially similar or the same construction projects. (HCC 14.01.070(b)(2))
12. Provide proof of liability insurance of not less than \$500,000 (or more if required by the Public Works Director). (HCC 14.01.070(b)(3))
13. Will the type of waste proposed for disposal damage the sewer system?
14. Provide the contact information for the engineering firm that will perform the work.

Engineering Firm: _____
 Contact Name: _____
 Address: _____
 Phone Number: _____ Email address: _____

15. Include the appropriate fee with your completed application. See **Fee Schedule** for the fee.

APPLICANT

Signature: _____ Date: _____

For Public Works Department use only

Fee paid? _____

Bond/Cash Deposit required by HCC 14.01.070? _____ if yes, amount: _____

Permit approved? _____

PUBLIC WORKS DIRECTOR

Signature: _____ Date: _____

Attach schedule of additional pretreatment or operational and maintenance activities if required



City of Homer Utility Construction Project Permit

UTILITY

Utility Contact Person: _____
Name: _____ Phone Number: _____
Address: _____
Start Date: _____ Completion Date: _____

SUBCONTRACTOR

Subcontractor Contact Person: _____
Name: _____ Phone Number: _____
Address: _____
Business License #: _____ Expiration Date: _____
Contractor License #: _____ Expiration Date: _____
Location of Project: _____
Description of Work _____
(Please attach drawings)

Name of Surveyor or Method of locating & marking ROW boundaries: _____

Will facilities be located as assigned by Homer City Code 11.24.030? Yes _____ No _____

Attach explanation as to why an exception is requested.

Will a detour of traffic be necessary? Yes _____ No _____

If so, attach traffic routing narrative statement and plan as required by Homer City Code 11.24.060.

By submitting this application, applicant agrees to the conditions of the permit as set out in Homer City Code Section 11.21. Attached are: plans, drawings, or sketches showing the length, offset distances from ROW lines, and configuration of the improvement and its relationship to the roadway, if one exists.

Applicant's Signature: _____ Date: _____

Applicant's Title: _____

For Public Works Department use only

Subject to these additional permit conditions:

None: _____

See Below: _____

Approved By: _____

Date: _____

Title: _____

Fee Received (amount/initials): _____



**CITY OF HOMER
COMMERCIAL WASTE DISPOSAL PERMIT APPLICATION
(HCC 14.04.080)**

A permit is required before disposing of commercial waste into the City sewer system. Commercial waste is waste from all properties that are not single-family residential properties or properties that are required to obtain an industrial waste disposal permit. HCC 14.04.080. Please consult the Public Works Department if you are unsure whether you need a Commercial Waste Disposal Permit or an Industrial Waste Disposal Permit. Disposing of unauthorized waste into the City sewer system is a violation subject to a civil penalty. See HCC 14.01.040. Complete this application form and submit it to the Public Works Department along with the required fee well in advance to ensure approval before you begin disposal.

The Fee Schedule is posted on the City of Homer website at www.cityofhomer-ak.gov/.

Please contact the Public Works Department with any questions about the permit criteria, building specifications, approval process, timing, fees, or other information.

If you are dissatisfied with either the approval or denial of this permit, you have the right to appeal the decision to the City Manager no more than 30 days after the Public Works Director approves or denies the permit. See HCC 14.01.050. If you choose to appeal, you must file a written notice of appeal with the City Clerk and pay the fee set for the in the Fee Schedule within 30 days of the Public Works Director's decision on the permit application. Additional requirements for an appeal can be found in HCC 14.01.050(b).

Date: _____

Location of Proposed Discharge: _____
(please include drawing of location)

Proposed Material to be Discharged: _____

Quantity: _____

Timing of Discharge: _____

Material Concentration: _____

Known Alternatives to Proposed Discharge(s): _____

Property Owner Name: _____

Address: _____

Contact: _____

Phone: _____ Email: _____

Please call the City of Homer Water/Sewer Superintendent at (907) 235-3170 for an appointment to discuss potential permit conditions and fees.



**CITY OF HOMER
WATER SYSTEM FILLING STATION PERMIT APPLICATION
(HCC 14.08.170)**

Date: _____

Applicant/Developer: _____

Contact Name: _____

Address: _____

Phone Number: _____ Email address: _____

Filling Station Site Address and Legal Description:

Introduction to Application Requirements

Before establishing or operating a water filling station to obtain water from the City of Homer water system, a permit is required. See HCC 14.08.170. Operating an unauthorized water filling station is a violation subject to a civil penalty. See HCC 14.01.040. Complete this application form and submit it to the Public Works Department along with the required fee well in advance to ensure approval before your construction date.

The Fee Schedule is posted on the City of Homer website at <https://www.cityofhomer-ak.gov/>. Please contact the Public Works Department with any questions about the permit criteria, building specifications, approval process, timing, fees, or other information. Please complete this application and submit it, along with the information requested within this application, to the Public Works Department. Please include the appropriate fee with your completed application. (See City of Homer Fee Schedule for associated fees)

If you are dissatisfied with either the approval or denial of this permit, you have the right to appeal the decision to the City Manager no more than 30 days after the Public Works Director approves or denies the permit. See HCC 14.01.050. If you choose to appeal, you must file a written notice of appeal with the City Clerk and pay the fee set for the in the Fee Schedule within 30 days of the Public Works Director's decision on the permit application. Additional requirements for an appeal can be found in HCC 14.01.050(b).

Document and Information Request

Please provide the following information and documentation to the Public Works Director:

1. Copies of licenses you hold – City business license, state business license, and/or state contractor license. (HCC 14.01.070(b)(1))
2. Copy of ADEC approval to construct and/or operate the facility.
3. A statement demonstrating your experience in substantially similar or the same construction projects. (HCC 14.01.070(b)(2))
4. Proof of liability insurance of not less than \$500,000 (or more if required by the Public Works Director). (HCC 14.01.070(b)(3))
5. A written description of the proposed water filling station site. Please include proposed quantity of water to be sold and your hours of operation.
6. Uniform or site-specific flow rate restrictions. (HCC 14.08.170(c))
7. Storage tank requirements. (HCC 14.08.170(c))
8. An itemized cost breakdown of the proposed water filling station improvements.
9. Provide the contact information for the engineering firm that will perform the work.

Engineering Firm: _____

Contact Name: _____

Address: _____

Phone Number: _____ email address: _____

Questions

1. Will the proposed water filling station cause adverse effects to the City Water System, and if so, how will the adverse effects be minimized? (HCC 14.08.170(c))

APPLICANT

Signature: _____ Date: _____

For Public Works Department use only

Fee paid? _____

Bond/Cash Deposit required by HCC 14.01.070? _____ If yes, amount: _____

Permit approved? _____

PUBLIC WORKS DIRECTOR

Signature: _____ Date: _____

List any Conditions imposed under HCC 14.08170(c):



**CITY OF HOMER
WATER/SEWER EXTENSION PERMIT APPLICATION
(HCC 14.08.40/HCC 14.04.050)**

Before building an extension of the City of Homer water or sewer mains, a permit is required. See HCC 14.04.050 and HCC 14.08.040. Unauthorized work on a City water or sewer main is a violation subject to a civil penalty. See HCC 14.01.040. Complete this application form and submit it to the Public Works Department along with the required fee well in advance to ensure approval before your construction date.

The Fee Schedule is posted on the City of Homer website at <https://www.cityofhomer-ak.gov/>.

Please call the Public Works Permit Technician @ (907) 235-3170 for an appointment to execute extension agreement. A draft copy of the proposed agreement is attached. Owner/Developer is responsible for all costs associated with the extension of the sewer or water main.

Please contact the Public Works Department with any other questions about the permit criteria, building specifications, approval process, timing, fees, or other information.

If you are dissatisfied with either the approval or denial of this permit, you have the right to appeal the decision to the City Manager no more than 30 days after the Public Works Director approves or denies the permit. See HCC 14.01.050. If you choose to appeal, you must file a written notice of appeal with the City Clerk and pay the fee set for the in the Fee Schedule within 30 days of the Public Works Director's decision on the permit application. Additional requirements for an appeal can be found in HCC 14.01.050(b).

**CITY OF HOMER
WATER/SEWER EXTENSION PERMIT APPLICATION FORM**

Date: _____

This application is for (check one): ___ **WATER EXTENSION** ___ **SEWER EXTENSION**

Applicant/Developer: _____

Contact Name: _____

Address: _____

Phone Number: _____ email address: _____

Location of proposed extension: _____

Property Address and Legal Description: _____

1. Provide copies of licenses you hold – City business license, state business license, and/or state contractor license. (HCC 14.01.070(b)(1))
2. Provide a statement demonstrating your experience in substantially similar or the same construction projects. (HCC 14.01.070(b)(2))
3. Provide proof of liability insurance of not less than \$500,000 (or more if required by the Public Works Director). (HCC 14.01.070(b)(3))
4. Provide a written description of the proposed extension.
5. Provide a map or diagram of the proposed extension, including location of existing and proposed sewer, property lines, roads, buildings, and other significant physical features.
6. Provide an engineer's itemized cost breakdown of the proposed extension, and include the costs for the main extension, design/engineering, utility relocation, inspection, and total project cost.
7. Provide the contact information for the engineering firm that will perform the work.

Engineering Firm: _____

Contact Name: _____

Address: _____

Phone Number: _____ email address: _____

8. Include the appropriate fee with your completed application. See **Fee Schedule** for the fee.

APPLICANT

Signature: _____ Date: _____

For Public Works Department use only

Fee paid? _____

Bond/Cash Deposit required by HCC 14.01.070? _____ if yes, amount: _____

Permit approved? _____

PUBLIC WORKS DIRECTOR

Signature: _____ Date: _____

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

3 City Manager

4 **RESOLUTION 19-0xx**
5

6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 APPROVING A LEASE ASSIGNMENT FROM JOHN AND MARGARET
8 CHAPPLE DBA HOMER SPIT CAMPGROUND TO TRUXTON
9 MANAGEMENT INC. AND AUTHORIZING THE CITY MANAGER TO
10 EXECUTE THE APPROPRIATE DOCUMENTS FOR A SEVEN YEAR
11 THREE MONTH LEASE WITH OPTIONS FOR TWO CONSECUTIVE
12 THREE YEAR RENEWALS FOR A PORTION OF LOT 49, HOMER SPIT
13 SUBDIVISION AMENDED ACCORDING TO PLAT NO. 89-034, AND
14 LOT 50, ACCORDING TO PLAT NO. 89-034, AT AN INITIAL ANNUAL
15 RATE OF \$42, 473.44.
16

17 WHEREAS, John and Margaret Chapple dba “Homer Spit Campground” requested
18 approval to transfer their 2012 lease to Truxton Management Inc. as part of Truxton
19 Management Inc.’s purchase of their business; and
20

21 WHEREAS, Truxton Management Inc. submitted a complete application pursuant to
22 Homer City Code (HCC) Title 18; and
23

24 WHEREAS, Truxton Management Inc. has indicated in their lease application their
25 intention of continuing the business previously listed in the lease between the City and John
26 and Margaret Chapple without changes to the use or the current lease’s remaining term;
27

28 WHEREAS, Per HCC 18.08.110 the lease is in compliance and the past lease history has
29 shown contractual obligations are satisfactorily met; and
30

31 WHEREAS, The lease assignment will be based on the City’s updated lease template
32 which reflects the new and current code requirements; and
33

34 WHEREAS, The City Administration and the Port and Harbor Advisory Commission on
35 August 28th, 2019 reviewed the application pursuant to HCC 18.08.060 and recommended
36 approval of the lease assignment from John and Margaret Chapple to Truxton Management,
37 Inc.; and
38

39 WHEREAS, HCC 18.08.160 (4) states Council shall approve or deny the request for lease
40 assignment via resolution.
41

42 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the
43 lease assignment from John and Margaret Chapple dba “Homer Spit Campground” to Truxton
44 Management Inc., and authorizes the City Manager to execute the appropriate documents for

45 a seven year three month lease with options for two consecutive three year renewals for a
46 portion of Lot 49, Homer Spit Subdivision Amended According to Plat No 89-034, and Lot 50,
47 Homer Spit Subdivision Amended According to Plat No. 89-034, at an initial annual rate of \$42,
48 473.44 for the purpose of a campground and RV parking.

49
50 PASSED AND ADOPTED by the Homer City Council this 23rd day of September, 2019.

51
52
53 CITY OF HOMER
54
55
56 _____
57 KEN CASTNER, MAYOR

58 ATTEST:
59
60 _____
61 MELISSA JACOBSEN, MMC, CITY CLERK

62
63 Fiscal note: \$42, 473.44 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

TO: HOMER CITY COUNCIL

THRU: KATIE KOESTER, CITY MANAGER

FROM: PORT AND HARBOR ADVISORY COMMISSION

DATE: AUGUST 29, 2019

SUBJECT: SUBMITTED LEASE APPLICATION FOR REASSIGNMENT- HOMER SPIT
CAMPGROUND (CHAPPLE) TO TRUXTON MANAGEMENT

John and Margaret Chapple, dba Homer Spit Campground's, have requested to transfer their lease with its remaining term and extension options to Truxton Management, an Alaska Domestic Business Corporation. The current lease term ends December 31, 2026 with two additional, consecutive three year renewal options. The ownership of Truxton Management is divided between Oceana Audett, President/Treasurer holding a 90% share, and John Chapple (Jr.), Secretary holding a 10% share.

The applicant, Truxton Management, proposes no changes to the purpose of use, term length, or lease and has indicated that they intend to continue the current business practices used to manage the campground. This is a proposed re-assignment of the current lease as written.

There are no current compliance issues with this lease, the request for reassignment of the lease has followed proper procedure required by the City of Homer, and the lease application is complete including payment.

After consideration of all available information and the lessee's proposal the Port and Harbor had no objections to the re-assignment request indicated in the submitted lease application.

The Port and Harbor Advisory Commission reviewed this lease application for reassignment at the August 28 2019 meeting. Below is an excerpt from that meeting's minutes:

Chair Zimmerman introduced the lease re-assignment request for the Homer Spit Campground and noted staff's comments that the lease is in good standing and it be approved. Mr. Zimmerman acknowledged that the current lessee and the owners of Truxton Management were in the audience and available for comments and questions.

CONTINUED ON NEXT PAGE

ULMER/CARROLL MOVED TO SUPPORT THE LEASE RE-ASSIGNMENT REQUEST FROM JOHN AND MARGARET CHAPPLE TO TRANSFER THE HOMER SPIT CAMPGROUND LEASE TO TRUXTON MANAGEMENT, AND RECOMEND CITY COUNCIL APPROVE THE RE-ASSIGNMENT.

ZEISET/DONICH MOVED TO SUSPEND THE RULES TO ALLOW THE LESSEE TO SPEAK.

There was no discussion.

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

Motion carried.

John Chapple Sr. introduced himself and the owners of Truxton Management, J.C. Chapple Jr. and Oceana Audett. J.C. Chapple voiced his support for the lease re-assignment and looks forward to working with the City in the future.

The commission had no further discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

RECOMMENDATION

The Port and Harbor Advisory Commission support the lease re-assignment request from John and Margaret Chapple to transfer the Homer Spit Lease to Truxton Management and recommend that City Council approve the re-assignment

Attached: Notice of Request for Reassignment
Truxton Management Lease Application
Draft Lease Re-assignment for Homer Spit Campground to Truxton Management

Rachel Friedlander

From: Homer Spit Campground <homerspitscampground@gci.net>
Sent: Wednesday, February 13, 2019 11:43 AM
To: Rachel Friedlander
Cc: truxtonmanagment@gmail.com
Subject: consent for Homer Spit Campground lease assignment

Hello Rachel.

I am writing to inform the City of Homer/Port and Harbor that my wife and I, John and Peggy Chapple dba Homer Spit Campground, intend to sell our business to our son and daughter-in-law. Our current lease requires us to notify the Council of any change in ownership and receive consent from them before assignment. If you can please let us know the next steps we would greatly appreciate it. Thank you,

John Chapple
Homer Spit Campground
(907)235-8206
4535 Homer Spit Rd.
Homer Alaska 99603
homerspitscampground@gci.net

CITY OF HOMER
LEASE APPLICATION CHECKLIST

Applicant Name: *Truxton Management Inc.*

Synopsis: *The Chapples dba Homer Spit Campground requested a lease reassignment to the applicant, Truxton Management Inc. The applicant would like to continue Homer Spit Campground's current lease term, which ends December 31, 2026 with two additional, consecutive three year renewal options. The applicant proposes no changes at this time and will continue current business practices "as-is."*

Action:

- Lease approval.
- Lease approval with conditions. Explain.
- Lease denial. Explain.
- Lease application incomplete.

Katie Koester *8-21-19*
Katie Koester, City Manager Date

A. A responsive lease application / proposal shall include:

1. A completed application form provided by the City

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES: *Applicant has submitted all required attachments.*

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

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES: *Paid 8/13/19.*

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

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES: *Applicant will continue current business practice, "campground and RV parking."*

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES: *Applicant is proposing leaving the property "as is" with no improvements at this time.*

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

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES: Applicant has provided the City with an as built survey and site map and there are no improvements that will be made during the reassignment.

6. Any other information that is directly pertinent to the lease reassignment.

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES: As of 8/16/19, Applicant is in good standing with the State of Alaska.

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 8/13/19
- Plot Plan – As built and site map
- Development Plan – N/A as there are no new improvements proposed
- Insurance – Provided 8/20/19
- Proposed Subleases – N/A, no proposed subleases
- Environmental Information – N/A
- Agency approvals and permits- N/A
- Financial Information – Provided 8/13/19
- Corporation information and a copy of the Articles of Incorporation and Bylaws – Provided 8/13/19
- Certificate of good standing issued by the entity's state if domicile
- Appropriate References - References include current business owners, Wells Fargo, two business associates

8. (Optional) Any other additional information?

Current lessees have managed the property since the early 1980's. The property has not been put out to bid since that time. Approval of the lease reassignment will grant the applicant the remaining time left on the current lease with no new time extensions.



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:	Truxton Management Inc.
Business Name:	Homer Spit Campground
Social Security Number:	83-2145254
Email Address:	truxtonmanagement@gmail.com
Mailing Address:	PO Box 1196
City, State, ZIP code:	Homer AK 99603
Business Telephone No.:	235-8206
Representative's Name:	JL Chapple / Oceana Audett
Mailing Address:	903 Cypress Dr.
City, State, ZIP code:	Boulder CO 80303
Business Telephone No.:	720-527-8118 / 720-527-8197
Property Location:	4535 Homer Spit Rd.
Legal Description:	T75R13W Sec 1 Seward Meridian HMO890034 Homer Spit Rd lot 1 T75R13W Sec 1 Seward Meridian HMO890034 Homer Spit Rd lot 52
Type of Business to be placed on property:	Campground and RV parking
Duration of Lease requested:	Current lease term between City of Homer and John and Margaret Chapple (ending Dec-31 2026 with optional extensions)
Options to re-new:	Existing two (2) additional, consecutive three (3) year periods

**The following materials must be submitted when applying for a lease of
City of Homer real property**

1.	Plot Plan	<p><u>A drawing of the proposed leased property showing:</u></p> <p><input checked="" type="checkbox"/> Size of lot - dimensions and total square footage (to scale)</p> <p><input checked="" type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale).</p> <p><input checked="" type="checkbox"/> Water and sewer lines – location of septic tanks, if needed.</p> <p><input checked="" type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated</p>																		
2.	Development Plan	<p><input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0"> <tr> <td>Dates</td> <td>Tasks</td> </tr> <tr> <td><u>Current</u></td> <td><u>Existing business, campground</u></td> </tr> <tr> <td>_____</td> <td><u>160 total parking and utilities</u></td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table> <p>For each building, indicate:</p> <table border="0"> <tr> <td>Building Use</td> <td>Dimensions and square footage</td> </tr> <tr> <td><u>Office</u></td> <td><u>16 x 20 320 sq. ft</u></td> </tr> <tr> <td><u>shower/restroom</u></td> <td><u>28 x 42 1176 sq. ft</u></td> </tr> <tr> <td><u>laundry</u></td> <td><u>16 x 16 256 sq. ft</u></td> </tr> </table>	Dates	Tasks	<u>Current</u>	<u>Existing business, campground</u>	_____	<u>160 total parking and utilities</u>	_____	_____	_____	_____	Building Use	Dimensions and square footage	<u>Office</u>	<u>16 x 20 320 sq. ft</u>	<u>shower/restroom</u>	<u>28 x 42 1176 sq. ft</u>	<u>laundry</u>	<u>16 x 16 256 sq. ft</u>
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<u>shower/restroom</u>	<u>28 x 42 1176 sq. ft</u>																			
<u>laundry</u>	<u>16 x 16 256 sq. ft</u>																			
3.	Insurance	<p><input 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.</p>																		
4.	Subleases	<p><u>NA</u></p> <p><input 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 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.</p>																		
5.	Health Requirements	<p><u>NA</u></p> <p><input 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.</p>																		

6.	Agency Approval	<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 Paid 8/13/19 RF	<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	Please indicate lessee's type of business entity: <input type="checkbox"/> Sole or individual proprietorship. <input type="checkbox"/> Partnership. <input checked="" type="checkbox"/> Corporation. <input type="checkbox"/> Other – Please explain: _____ _____ _____ <input type="checkbox"/> <u>Financial Statement – Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u> <input 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 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 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 N/A

If the applicant is a partnership, please provide the following:

Date of organization: _____

Type: General Partnership Limited Partnership

Statement of Partnership Recorded? Yes No

Where _____ When _____

Has partnership done business in Alaska? Yes No

Where _____ When _____

Name, address, and partnership share. If partner is a corporation, please complete corporation statement.

Please attach a copy of your partnership agreement.

10. Corporation Statement

If the applicant is a corporation, please provide the following:

Date of Incorporation: 10/04/2018

State of Incorporation: Alaska

Is the Corporation authorized to do business in Alaska?

No Yes. Is so, as of what Date? 02/13/2019

Corporation is held? Publicly Privately If publicly held, how and where is the stock traded?

Officers & Principal Stockholders [10%+]:

Name	Title	Address	Share
<u>Oceana Audett</u>	<u>Pres./Treas.</u>		<u>90%</u>
<u>John Chapple</u>	<u>Secretary</u>	<u>903 Cypress Dr. Boulder CO 80303</u>	<u>10%</u>

Please furnish a copy of Articles of Incorporation and By-laws.

Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments.

Name	Title
<u>Oceana Audett</u>	<u>President and Treasurer</u>
<u>John Chapple</u>	<u>Secretary</u>

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: John + Margaret Chapple
Firm: Homer Spit Campground
Title: Previous owners
Address: PO Box 1201 Homer AK 99603
Telephone: 907-235-8490
Nature of business association with Applicant: managed their business before purchasing

Name: Ariana Humphrey
Firm: Arctic Circle Enterprises
Title: Sales Rep.
Address: 3812 Speard Rd Anchorage AK 99517
Telephone: 907-263-0337
Nature of business association with Applicant: Wholesaler and partner in our retail store.

Name: Mica Fears
Firm: Heat Wave Stove and Spa
Title: lead Technician
Address: PO Box 502 Lyons CO 80540
Telephone: 720-988-3573
Nature of business association with Applicant: Co-worker with JC at Heat Wave, friend, and business loan

Name: _____
Firm: Wells Fargo Bank
Title: principal financial institution
Address: 88 Sterling Hwy, Homer AK 99603
Telephone: 235-8151
Nature of business association with Applicant: Principal Financial Institution

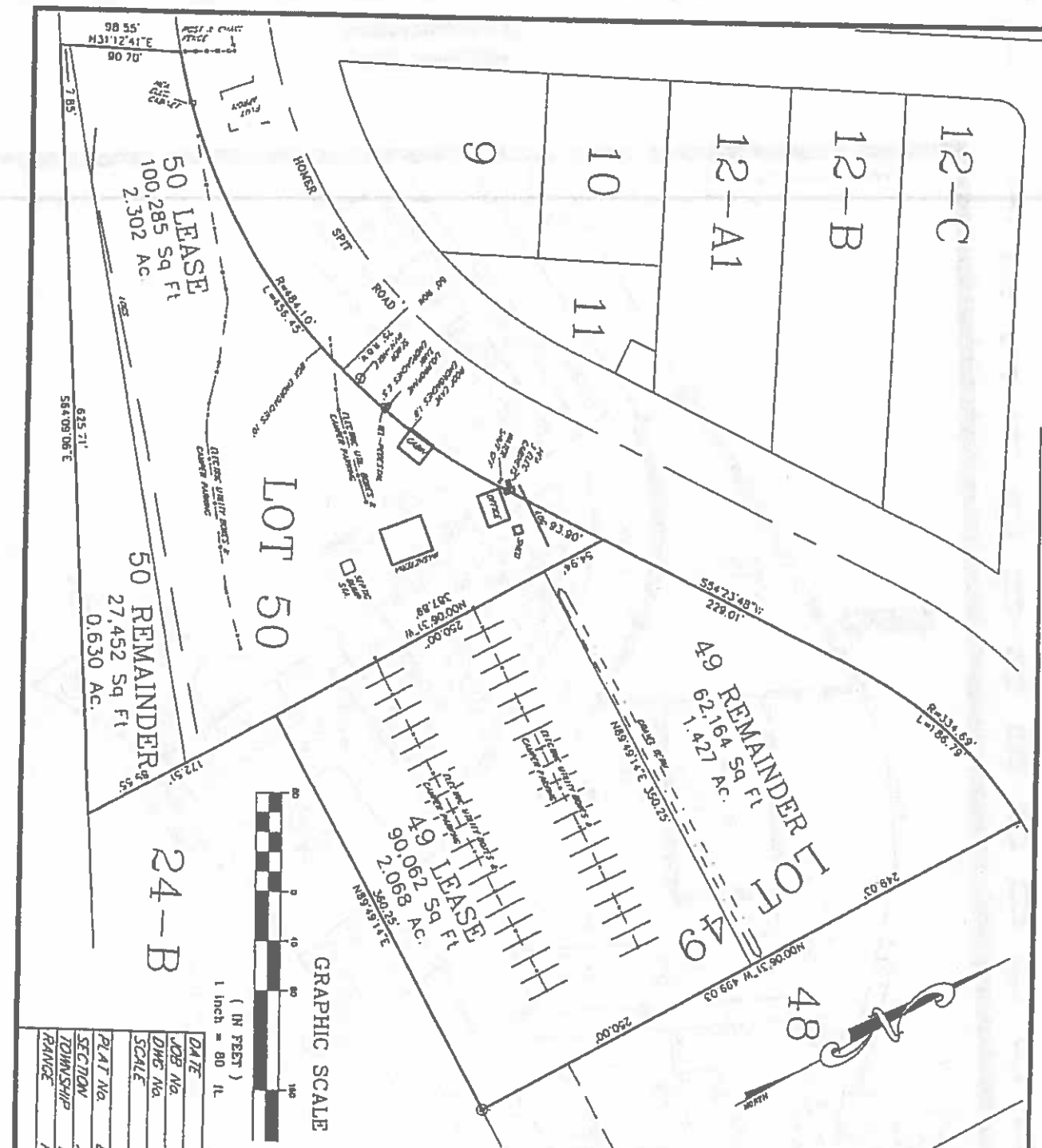
I hereby certify that the above information is true and correct to the best of my knowledge.

Signature:



Date:

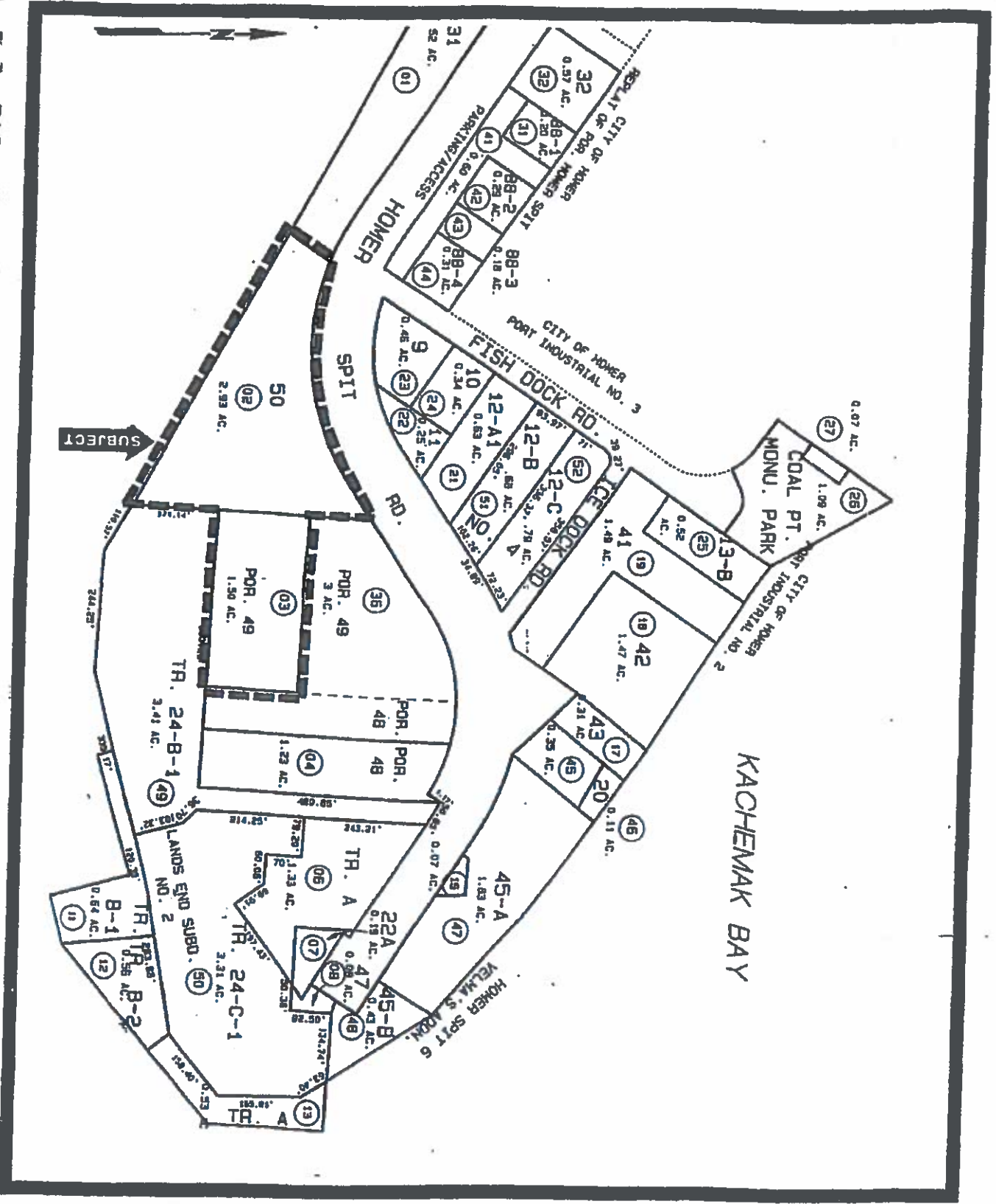
8/12/19



NOTES

1. THIS AS-BUILT SURVEY SHOWS ALL ABOVE GROUND IMPROVEMENTS BY JOHN CHAPPLE AND UTILITIES RELATING TO JOHN CHAPPLE'S IMPROVEMENT AS SURVEYED ON DECEMBER 28, 2011. IT ALSO SHOWS LEASE LINES PROPOSED BY JOHN CHAPPLE.
2. ALL BUILDING DIMENSIONS AND DISTANCES ARE TO THE EXTERIOR FACE OF FINISHED STRUCTURES UNLESS OTHERWISE SHOWN.
3. OWNER SHOULD REFER TO CITY OF HOMER BUILDING REQUIREMENTS FOR APPROPRIATE SETBACK DISTANCES.
4. NO MONUMENTS WERE SET. ALL BOUNDARY DATA IS RECORDED PER "HOMER SPT (AMENDED)" PLAT #89-34 FILED IN THE HOMER RECORDING DISTRICT, TOGETHER WITH LEASE DIMENSIONS.
5. IT IS THE RESPONSIBILITY OF THE OWNER TO DETERMINE THE EXISTENCE OF ANY EASEMENTS, COVENANTS OR RESTRICTIONS THAT DO NOT APPEAR ON THE RECORDED SUBDIVISION PLAT.
6. INDIVIDUALLY MARKED CAMPER SPACES ARE ONLY ESTIMATED AS ARE INDIVIDUAL CAMPER UTILITY BOXES ALTHOUGH GENERAL ALIGNMENTS WERE SURVEY LOCATED.

DATE	12/28/2011	AS-BUILT SURVEY LOTS 49 & 50 HOMER SPT (AMENDED)
JOB No.	4583	
DWG No.	4425	HOMER RECORDING DISTRICT ARLETTY SURVEYS REGISTERED LAND SURVEYORS (307) 235-8440 152 DENZEL AVE., HOMER, ALASKA 99601
SCALE	1" = 80'	
PLAT No.	89-34	
SECTION	24/14 22	
TOWNSHIP	17S	
RANGE	R1W (SW)	



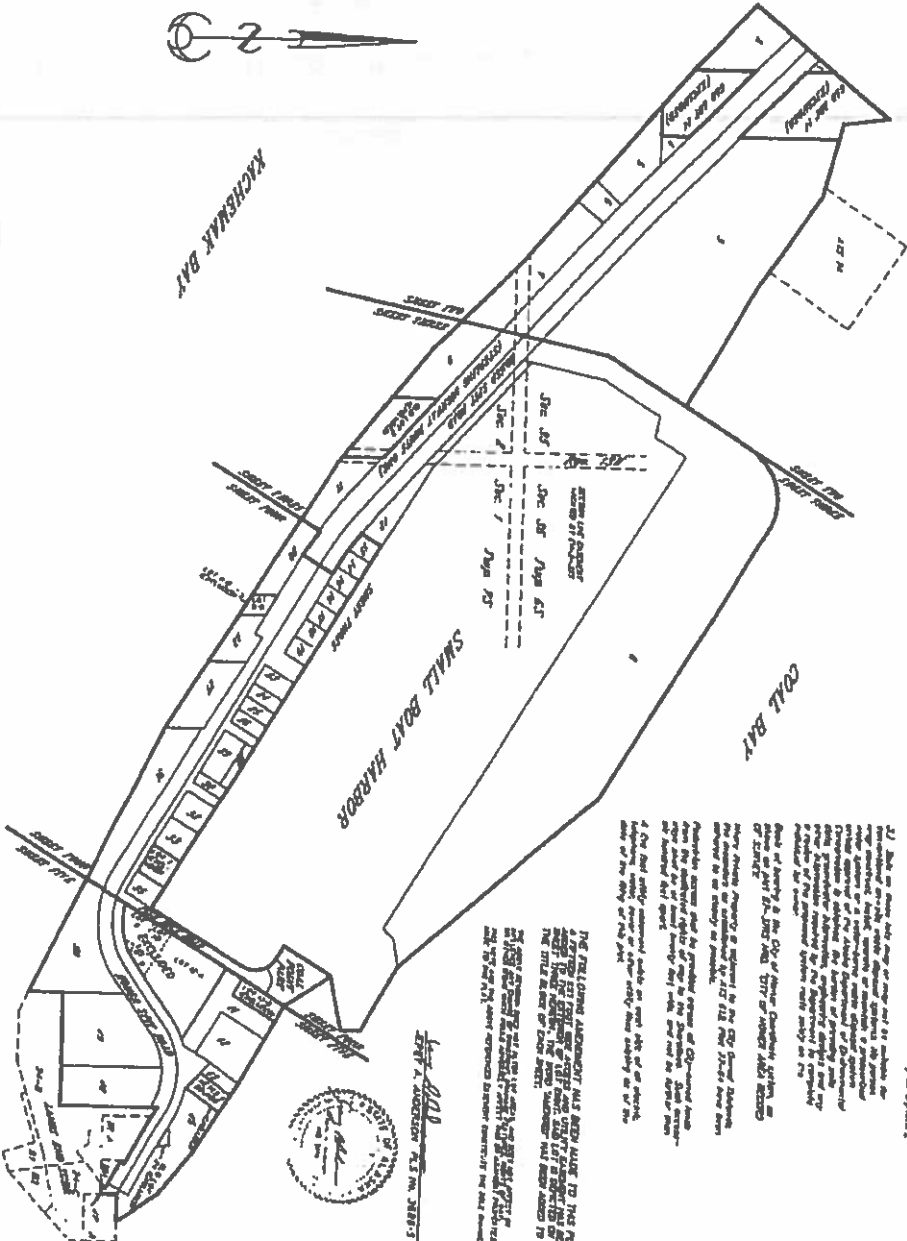
KACHEMAK BAY

SHEET ONE

HOMER SPIT

(INDEX SHEET)

NOTE SHEET & TENSION SHEET ARE SEPARATE SHEETS ONE & TWO



1) All other dimensions, other than those shown on this plan, are as shown on the plan.

2) The dimensions shown on this plan are as shown on the plan.

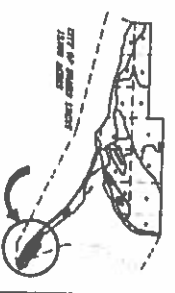
3) The dimensions shown on this plan are as shown on the plan.

4) The dimensions shown on this plan are as shown on the plan.



Surveyor
 JOHN A. ANDERSON, P.L.S. No. 2888-3

18-15
 89-34
 HOMER SPIT
 7-8-81
 DATE

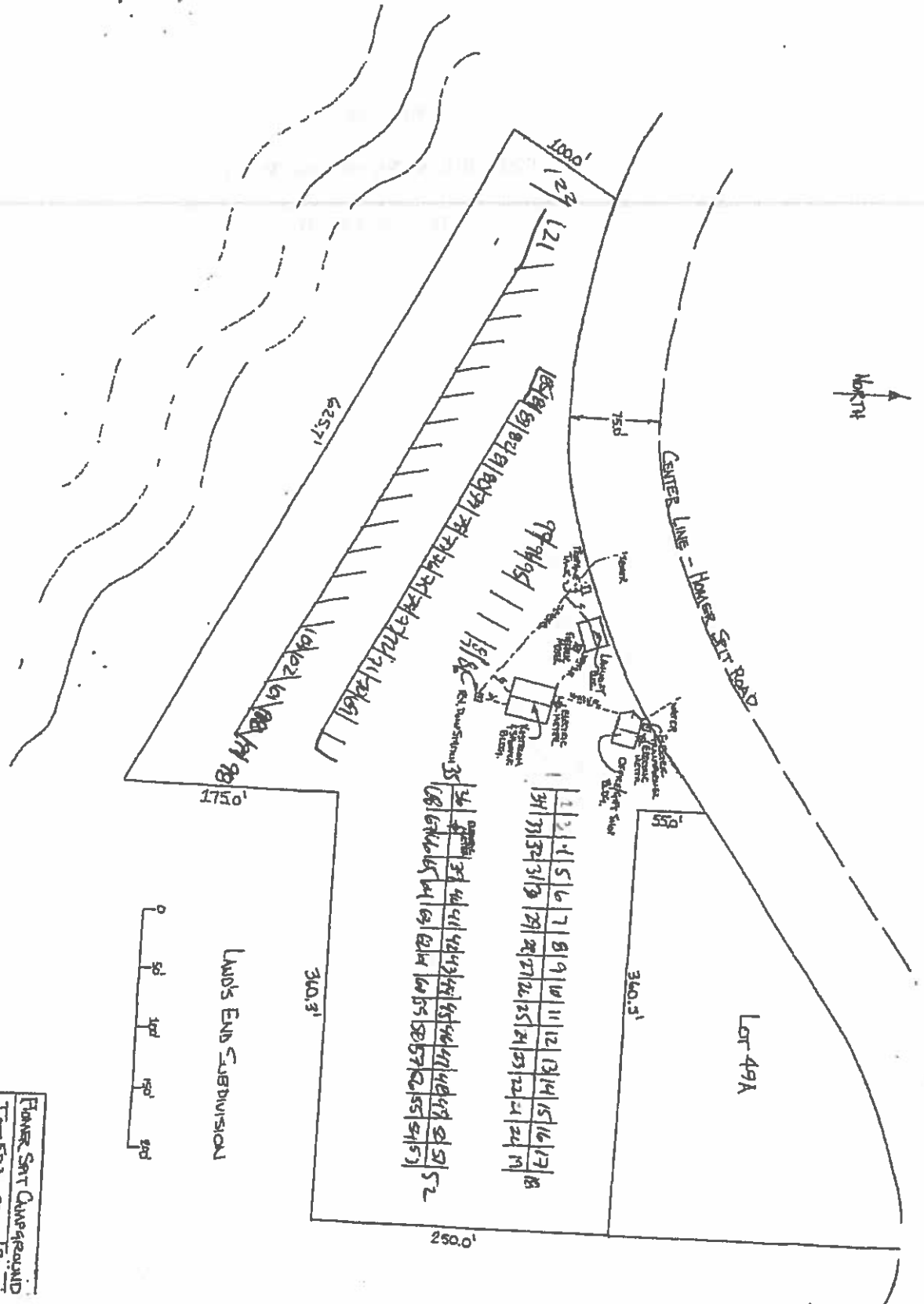


DATE	MAY 1989
SCALE	1" = 20'
OWNED BY	H. H. H. H. H.
FILED BY	ALB
DATE	5-18-89
JOB No.	1276

HOMER SPIT
 SURVEYOR
 JOHN A. ANDERSON, P.L.S.
 (A KENT-VENTURE)
 400 2ND AVENUE SEASIDE WASH

ARLITT SURVEYS
 JOHN A. ANDERSON, P.L.S.
 (A KENT-VENTURE)
 400 2ND AVENUE SEASIDE WASH

RECEIVED BY THE CITY OF SEASIDE, WASHINGTON
 11-2-87
 BY: [Signature]
 CITY ENGINEER



HAWSE SFT DRIVE REPAIRED
 LOT 50A 50 AC SHEET 1
 SCALE: 1" = 50'
 OF 1

**ACTION BY WRITTEN CONSENT
OF THE SOLE INCORPORATOR
OF**

**Truxton Management, Inc.,
an Alaska Corporation,
August 12, 2019**

The undersigned, acting as the sole incorporator of Truxton Management, Inc., an Alaska corporation (the "Corporation"), hereby approves and adopts the following resolutions by this written consent without a meeting (this "Written Consent") pursuant to Section 10.06.223 of the Alaska Business Corporation Act, which shall be effective upon the commencement of the corporation's existence:

RESOLVED, that the bylaws regulating the conduct of the Corporation's business and affairs, in the form attached to this Written Consent, are hereby adopted as the bylaws of the Corporation ("Bylaws").

RESOLVED FURTHER, that the Secretary of the Corporation is hereby authorized and directed to execute a certificate of the adoption of the Bylaws, to insert the Bylaws as so certified and as may be amended from time to time, in the minute book of the Corporation and to see that a copy of the Bylaws, similarly certified, is kept at the principal executive office for the transaction of business of the Corporation, as required by law.

RESOLVED FURTHER, that each person named below is hereby elected to serve as a director of the Corporation until the first annual meeting of shareholders or such time as his or her successor is duly elected and qualified:

Oceana Skye Audett
John C. Chapple IV

RESOLVED FURTHER, that the following individuals are hereby elected to serve in the offices of the Corporation set forth opposite their names until their successors are duly elected and qualified, or their earlier death, resignation or removal:

President: Oceana Audett
Treasurer: Oceana Audett
Secretary: John C. Chapple IV

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to insert a copy of this Written Consent in the minute book of the Corporation.

RESOLVED FURTHER, that the undersigned, the sole incorporator of the Corporation, hereby resigns as the incorporator of the Corporation, effective upon the commencement of the corporation's existence.

IN WITNESS WHEREOF, the undersigned executes this Written Consent as of the date set forth above.

Cheyenne Moseley, Sole Incorporator
LegalZoom.com, Inc.



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 Incorporation

Domestic Business Corporation

Web-10/4/2018 5:27:43 AM

1 - Entity Name

Legal Name: Truxton Management, Inc.

2 - Purpose

Business management, DBAs in multiple industries

3 - NAICS Code

531190 - LESSORS OF OTHER REAL ESTATE PROPERTY

4 - Registered Agent

Name: United States Corporation Agents, Inc.
Mailing Address: 310 K St Suite 200, Anchorage, AK 99501
Physical Address: 310 K St Suite 200, Anchorage, AK 99501

5 - Entity Addresses

Mailing Address: 2875 Golden Plover Ave., Homer, AK 99603
Physical Address: 2875 Golden Plover Ave., Homer, AK 99603

6 - Shares

Complete the below stock information on record with the Department. You may not change your authorized shares with this form. An amendment is required. Fill in number of shares issued.

Class	Series	Authorized	Par Value	Amount Issued
Common		10000	\$0.00	

7 - Officials

Name	Address	% Owned	Titles
Oceana Skye Audett			Incorporator
John Chapple , IV			Incorporator

Name of person completing this online application

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

Name: Cheyenne Moseley

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

Certificate of Incorporation

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

Truxton Management, Inc.



IN TESTIMONY WHEREOF, I execute the certificate
and affix the Great Seal of the State of Alaska
effective October 04, 2018.

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

Mike Navarre
Commissioner

BYLAWS

OF

Truxton Management, Inc., an Alaska Corporation

ARTICLE I

Section 1.1. Annual Meetings. An annual meeting of the shareholders of Truxton Management, Inc. (the "Corporation") will be held for the election of directors on a date and at a time and place either within or without the state of Alaska fixed by resolution of the Board of Directors.

Any other proper business may be transacted at the annual meeting, except as limited by any notice or other requirements under the Alaska Business Corporation Act.

Section 1.2. Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors, by the Chairperson of the Board of Directors, by the President, or by the holders of shares entitled to cast not less than 10% of the votes at the meeting, such meeting to be held on a date and at a time and place either within or without the state of Alaska as may be stated in the notice of the meeting.

Section 1.3. Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting a written notice of the meeting must be given not less than twenty (20) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat, except that meetings to increase the number of shares or corporate indebtedness each require at least 60 days' notice.

Notice of a shareholders' meeting or any report must be given either personally or by first-class mail or other means of written communication, addressed to the shareholder at the address of such shareholder appearing on the books of the Corporation or given by the shareholder to the Corporation for the purpose of notice. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

Section 1.4. Adjournments. When a shareholders' meeting is adjourned to another time or place, except as otherwise provided in this Section, notice need not be given of any such adjourned meeting if the date, time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 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 shareholder of record entitled to vote at the meeting.

Section 1.5. Validating Meeting of Shareholders; Waiver of Notice. The transactions of any meeting of shareholders, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records if the member is present at the meeting, or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of and presence at such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law to be included in the notice but not so included, if such objection is expressly made on the record at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of shareholders need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the minutes thereof, except as required by the Alaska Business Corporation Act.

Section 1.6. Quorum. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum. In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided in this Section.

Section 1.7. Organization. Meetings of shareholders shall be presided over by the Chairman of the Board of Directors, if any, or in the absence of the Chairman of the Board of Directors by the Vice Chairman of the Board of Directors, if any, or in the absence of the Vice Chairman of the Board of Directors by the President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary, an Assistant Secretary, shall act as secretary of the meeting, or in their absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.8. Voting. Unless otherwise provided in the Articles of Incorporation, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders.

Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

In all matters except for the election of directors, unless otherwise provided by Alaska law or by the Articles of Incorporation or these bylaws, the affirmative vote of the holders of a majority of the shares entitled to vote on the subject matter at a meeting in which a quorum is present shall be the act of the shareholders. Where a separate vote by class or classes is required, the affirmative vote of the holders of a majority of the shares of such class or classes at a meeting in which a quorum is present shall be the act of such class or classes, except as otherwise provided by Alaska law or by the Articles of Incorporation or these bylaws.

Unless the Articles of Incorporation provide otherwise, at an election for directors each shareholder entitled to vote at the election may vote, in person or by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate votes by giving one candidate votes equal to the number of directors multiplied by the number of shares of the shareholder, or by distributing votes on the same principle among any number of candidates. The rights created by this subsection may not be limited by amendment to the Articles of Incorporation when the votes cast against the amendment would be sufficient to elect one director if voted cumulatively at an election of the entire Board of Directors shall be elected by plurality vote.

Section 1.9. Shareholder's Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his or her duly authorized attorney-in-fact.

Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy continues in full force and effect until revoked by the person executing it prior to the vote pursuant thereto, except as otherwise provided in this Section. Such revocation may be effected by a writing delivered to the Corporation stating that the proxy is revoked or by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting, or as to any meeting by attendance at such meeting and voting in person by the person executing the proxy.

Section 1.10. Inspectors. In advance of any meeting of shareholders the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment thereof.

Section 1.11. Fixing Date for Determination of Shareholders of Record. In order that the Corporation may determine the shareholders entitled to notice of any meeting or to vote or to express consent to corporate action in writing without a meeting or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than ten days prior to the date of such meeting nor more than 60 days prior to any other action.

If no record date is fixed:

- a) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held;
- b) the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given; and
- c) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto or the 60th day prior to the date of such other action, whichever is later. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof.

Section 1.12. Consent of Shareholders in Lieu of Meeting. Except as otherwise provided in the Articles of Incorporation or under the Alaska Business Corporation Act, any action that may be taken at any annual or special meeting of the shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of all outstanding shares entitled to vote thereon.

ARTICLE II

Board of Directors

Section 2.1. Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by, and all corporate powers shall be exercised by or under, the direction of the Board of Directors, except as otherwise provided in these bylaws or Articles of Incorporation.

The number of directors comprising the Board of Directors shall be 2.

After the issuance of shares, any change in the number of directors comprising the Board of Directors shall be adopted by approval of the outstanding shares, but no decrease has the effect of shortening the term of any incumbent director.

Section 2.2. Election; Term of Office; Resignation; Vacancies. At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. Any director may resign effective upon giving written notice to the Chairman of the Board of Directors, the Secretary of the Board of Directors, or the Board of Directors of the Corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Subject to the provisions of the Alaska Business Corporation Act, any director may be removed with or without cause at any time by the shareholders of the Corporation at a special meeting called for such purpose. In addition, any director may be removed for cause by action of the Board of Directors.

Unless otherwise provided in the Articles of Incorporation or these bylaws and except for a vacancy caused by the removal of a director, vacancies on the Board of Directors may be filled by appointment by the Board of Directors. The shareholders may elect a director at any time to fill a vacancy not filled by the Board of Directors.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such places within or without the state of Alaska and at such times as the Board of Directors may from time to time determine.

Section 2.4. Special Meetings; Notice of Meetings; Waiver of Notice. Special meetings of the Board of Directors may be held at any time or place within or without the state of Alaska whenever called by the Chairman of the Board of Directors, by the Vice Chairman of the Board of Directors, if any, or by any two directors. Subject to any greater notice requirements set forth in the Alaska Business Corporation Act, special meetings shall be held on five days' notice by mail or 48 hours' notice delivered personally or by telephone, telegraph or any other means of communication authorized by the Alaska Business Corporation Act. Notice delivered personally or by telephone may be transmitted to a person at the director's office who can reasonably be expected to deliver such notice promptly to the director.

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A notice, or waiver of notice, need not specify the purpose of any regular or special meeting of the Board of Directors.

Section 2.5. Participation in Meetings by Conference Telephone Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board or of such committee, as the case may be, through the use of conference telephone or similar communications equipment permitted by the Alaska Business Corporation Act, so long as all members participating in such meeting can hear one another, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 2.6. Quorum; Adjournment; Vote Required for Action. At all meetings of the Board of Directors a majority of the authorized number of directors shall constitute a quorum for the transaction of business. Subject to the provisions of the Alaska Business Corporation Act, every act or decision done or made by a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board unless the Articles of Incorporation or these bylaws shall require a vote of a greater number.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in the absence of the Chairman of the Board by the Vice Chairman of the Board of Directors, if any, or in their absence by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary, an Assistant Secretary, will act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or of such committee, as the case may be, shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 2.9. Compensation of Directors. The Board of Directors shall have the authority to fix the compensation of directors for services in any capacity.

ARTICLE III

Executive and Other Committees

Section 3.1. Executive and Other Committees of Directors. The Board of Directors, by resolution adopted by a majority of the authorized number of directors, may designate an executive committee and other committees, each consisting of two or more directors, to serve at the pleasure of the Board of Directors, and each of which, to the extent provided in the resolution but subject to the Alaska Business Corporation Act, will have all the authority of the Board.

The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Unless the Board of Directors otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board of Directors or a provision in the rules of such committee to the contrary, each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

Officers

Section 4.1. Officers; Election. As soon as practicable after the annual meeting of shareholders each year, the Board of Directors shall appoint a President, a Treasurer and a Secretary. The Board may also elect one or more Vice Presidents, one or more Assistant Secretaries, and such other officers as the Board may deem desirable or appropriate and may give any of them such further designations or alternate titles as it considers desirable. Any number of offices may be held by the same person.

Section 4.2. Term of Office; Resignation; Removal; Vacancies. Except as otherwise provided in the resolution of the Board of Directors electing any officer, each officer will hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Board or to the Chairman of the Board or the Secretary of the Corporation. Such resignation will take effect when the notice is delivered, unless the notice specifies a later time, and unless otherwise specified therein no acceptance of such resignation will be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal will be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election of an officer will not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

Section 4.3. Powers and Duties. The officers of the Corporation will have such powers and duties in the management of the Corporation as are stated in these bylaws or in a resolution of the Board of Directors that is not inconsistent with these bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Secretary will have the duty to record the proceedings of the meetings of the shareholders, the Board of Directors and any committees in a book to be kept for that purpose.

Section 4.4. Salaries. The salaries, compensation and other benefits, if any, of the officers will be fixed from time to time by the Board of Directors, and no officer will be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Corporation.

ARTICLE V

Forms of Certificates; Loss and Transfer of Shares

Section 5.1. Forms of Certificates. Every holder of shares in the Corporation is entitled to have a certificate signed in the name of the Corporation by (1) the President, any Vice President, Chairman of the Board or Vice Chairman, and by (2) the Chief Financial Officer, Treasurer, Assistant Treasurer, or Secretary of the Corporation, certifying the number of shares and the class or series of shares owned by such shareholder. If such certificate is manually signed by at least one officer or manually countersigned by a transfer agent or by a registrar, then any other signature on the certificate may be a facsimile signature. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Share Certificates; Issuance of New Certificates. The Corporation may issue a new share certificate or a new certificate for any other security in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

Records and Reports

Section 6.1. Shareholder Records. The Corporation shall keep at its principal executive office or at the office of its transfer agent or registrar a record of the names and addresses of all shareholders and the number and class of shares held by each shareholder.

Section 6.2. Corporate Documents and Bylaws. The Corporation shall keep at its principal executive office the original or a copy of the Articles of Incorporation and bylaws as amended which shall be open to inspection by the shareholders at all reasonable times during office hours. The Corporation shall, upon the written request of any shareholder, furnish to that shareholder a copy of the Articles of Incorporation or bylaws as amended to date.

Section 6.3. Minutes and Accounting Records. The minutes of proceedings of the shareholders, the Board of Directors, and committees of the Board, and the accounting books and records will be kept at the principal executive office of the Corporation, or at such other place or places as designated by the Board of Directors. The minutes will be kept in written form, and the accounting books and records will be kept either in written form or in a form capable of being converted into written form.

Section 6.4. Inspection by Directors. Subject to applicable Alaska law, every director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations for purposes relating to his or her status as director. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 6.5. Annual Report to Shareholders. Subject to the Alaska Business Corporation Act, for as long as the Corporation has fewer than the number of shareholders specified in the applicable statute, if any, any requirement of an annual report to shareholders is expressly waived. However, nothing in this provision shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the shareholders, as the Board considers appropriate.

At the annual meeting of shareholders, or the meeting held in lieu thereof, the Corporation shall lay before the shareholders a financial statement consisting of:

- a) A balance sheet containing a summary of the assets, liabilities, stated capital, if any, and surplus (showing separately any capital surplus arising from unrealized appreciation of assets, other capital surplus, and earned surplus) of the Corporation as of the end of the Corporation's most recent fiscal year, except that, if consolidated financial statements are laid before the shareholders, the consolidated balance sheet shall show separately or disclose by a note the amount of the consolidated surplus that does not constitute earned surplus of the Corporation or any of its subsidiaries and that is not classified as stated capital or capital surplus on the consolidated balance sheet; and
- b) A statement of profit and loss and surplus, including a summary of profits, dividends or distributions paid, and other changes in the surplus accounts of the Corporation for the period commencing with the date marking the end of the period for which the last preceding statement of profit and loss required under this Section was made and ending with the date of said balance sheet, or in the case of the first statement of profit and loss, from the incorporation of the Corporation to the date of said balance sheet.

Section 6.6. Financial Statements. The Corporation shall keep a copy of each annual financial statement, quarterly or other periodic income statement, and accompanying balance sheets prepared by the Corporation on file in the Corporation's principal office for 3 years. These documents shall be exhibited at all reasonable times, or copies provided, to any shareholder on demand.

Section 6.7. Form of Records. Any records maintained by the Corporation in the regular course of its business, with the exception of minutes of the proceedings of the shareholders, and of the Board of Directors and its committees, but including the Corporation's stock ledger and books of account, may be kept on, or be in the form of magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

ARTICLE VII

Miscellaneous

Section 7.1. Principal Executive or Business Offices. The Board of Directors shall fix the location of the principal executive office of the Corporation at any place either within or without the state of Alaska.

Section 7.2. Fiscal Year. The fiscal year of the Corporation must be determined by the Board of Directors.

Section 7.3. Seal. The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 7.4. Indemnification. The Corporation shall have the power to indemnify, to the maximum extent and in the manner permitted by the Alaska Business Corporation Act, each of its directors, officers, employees and agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was an agent of the Corporation.

Section 7.5. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.6. Dividends. The Board of Directors may from time to time declare, and the Corporation may pay dividends on its outstanding shares in the manner and upon the terms and conditions provided by Alaska law and its Articles of Incorporation.

The Corporation or a subsidiary of the Corporation may not make a distribution to the Corporation's shareholders unless:

- a) the amount of the retained earnings of the Corporation immediately before the distribution equals or exceeds the amount of the proposed distribution; or
- b) immediately after giving effect to the distribution the:
 - (i) sum of the assets of the Corporation, exclusive of goodwill, capitalized research and development expenses, evidences of debts owing from directors or officers or secured by the Corporation's own shares, and deferred charges, would be at least equal to one and one-fourth times its liabilities, not including deferred taxes, deferred income, and other deferred credits; and
 - (ii) current assets of the Corporation would be at least equal to its current liabilities or, if the average of the earnings of the Corporation before taxes on income and before interest expense for the two preceding fiscal years was less than the average of the interest expense of the Corporation for those fiscal years, at least equal to one and one-fourth its current liabilities.

Section 7.7. Amendment of Bylaws. To the extent permitted by law, these bylaws may be amended or repealed, and new bylaws adopted, by the Board of Directors. The shareholders entitled to vote, however, retain the right to adopt additional bylaws and may amend or repeal any bylaw whether or not adopted by them.

[Remainder Intentionally Left Blank.]

ADOPTION OF BYLAWS BY SOLE INCORPORATOR

OF

Truxton Management, Inc.

The undersigned, as sole incorporator of Truxton Management, Inc., an Alaska corporation (the "Corporation"), hereby adopts the attached bylaws as the bylaws of the Corporation.

Executed as of August 12, 2019.

Cheyenne Moseley, Sole Incorporator
LegalZoom.com, Inc.

**CERTIFICATE BY SECRETARY OF ADOPTION
OF BYLAWS BY SOLE INCORPORATOR**

OF

Truxton Management, Inc.

The undersigned, John C. Chapple IV, as Secretary of Truxton Management, Inc., an Alaska corporation (the "Corporation"), hereby certifies the attached document is a true and complete copy of the bylaws of the Corporation and that such bylaws were duly adopted by the sole incorporator of the Corporation on the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of August 12, 2019.

John C. Chapple IV
Secretary

**ACTION BY UNANIMOUS WRITTEN CONSENT IN
LIEU OF FIRST MEETING BY THE BOARD OF DIRECTORS
OF**

**Truxton Management, Inc.,
an Alaska Corporation**

The undersigned, constituting all of the members of the board of directors (the "Board") of Truxton Management, Inc., an Alaska corporation (the Corporation), in lieu of holding a meeting of the Board, hereby consent to the taking of the actions set forth herein, and the approval and adoption of the following resolutions by this unanimous written consent ("Written Consent") pursuant to Section 10.06.475 of the Alaska Business Corporation Act:

Articles of Incorporation

RESOLVED, that the Articles of Incorporation of the Corporation filed with the Alaska Secretary of State hereby are adopted, ratified and affirmed in all respects.

RESOLVED FURTHER, that the Secretary of the Corporation is authorized and directed to insert a certified copy of the Articles of Incorporation in the Corporation's minute book.

Stock Issuance

RESOLVED, that the officers of the Corporation are hereby authorized to issue and sell shares of common stock of the Corporation, \$0.001 par value (the "Shares"), which the Board hereby determines to be the fair market value of the Corporation's common stock as of the date hereof, to each person named below (the "Shareholder"), in the amounts specified opposite each name in exchange for cash or contributed property as follows:

<u>Name of Shareholder</u>	<u>Number of Shares</u>	<u>Total Purchase Price(\$)</u>
Oceana Audett	9,000	\$9.00
John C. Chapple IV	1,000	\$1.00

RESOLVED FURTHER, that the Board hereby determines that the consideration to be received for the above-mentioned Shares is adequate for the Corporation's purposes, and that the sale and issuance of the Shares to each of the above-named persons shall be conditioned upon receipt by the Corporation of the purchase price of said Shares and final copies of all appropriate documentation required by Corporation.

RESOLVED FURTHER, that upon the issuance and sale in accordance with the foregoing resolutions, such Shares shall be validly issued, fully paid and non-assessable shares of common stock of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized and directed, for and on behalf of the Corporation, (i) to take all actions necessary to comply with applicable laws with respect to the sale and issuance of the Shares, (ii) to thereafter execute and deliver on behalf of the Corporation, pursuant to the authorization above, share certificates representing the Shares set forth above, and (iii) to take any such other action as they may deem necessary or appropriate to carry out the issuance of the Shares and intent of these resolutions.

Corporate Records and Minute Book

RESOLVED, that the officers of the Corporation are hereby authorized and directed to procure all corporate books, books of account and stock books that may be required by the laws of Alaska or of any foreign jurisdiction in which the Corporation may do business or which may be necessary or appropriate in connection with the business of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to maintain a minute book containing the Articles of Incorporation, as filed with and certified by the office of the Alaska Secretary of State and as may be amended from time to time, its Bylaws and any amendments thereto, and the minutes of any and all meetings and actions of the Board, Board committees and the Corporation's shareholders, together with such other documents, including this Written Consent, as the Corporation, the Board or the Corporation's shareholders shall from time to time direct and to ensure that an up to date copy is also kept at the principal executive office of the Corporation (as designated below).

Corporate Seal

RESOLVED, that the Corporation shall have a corporate seal in the form of two concentric circles with the name of the Corporation between the two circles and the year of incorporation and "Alaska" within the inner circle.

Shares Certificates

RESOLVED, that the form of Shares certificate attached hereto has been presented to the Board for review and is hereby approved and adopted as the form Shares certificate of the Corporation and the Secretary of the Corporation is directed to insert such form Shares certificate in the minute book of the Corporation.

Ratification of Actions by Incorporator

RESOLVED, that the Action by Written Consent of the Sole Incorporator dated August 12, 2019 and all actions taken by the Corporation's sole incorporator, LegalZoom.com, Inc. and its agents, in connection with the formation of the Corporation are hereby in all respects approved, ratified and affirmed for and on behalf of the Corporation.

Annual Accounting Period

RESOLVED, that until otherwise determined by the Board the fiscal year of the Corporation shall end on December 31.

Principal Executive Office

RESOLVED, that the principal executive office of the Corporation shall initially be located at 2875 Golden Plover Ave., Homer, Alaska 99603.

Bank Accounts

RESOLVED, that the officers of the Corporation are hereby authorized and directed to establish, maintain and close one or more accounts in the name of the Corporation for the funds of the Corporation with any federally insured bank or similar depository; to cause to be deposited, from time to time, in such accounts, such funds of the Corporation as such officer deems necessary or advisable, and to designate, change or revoke the designation, from time to time, of the officer or officers or agent or agents of the Corporation authorized to make such deposits and to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Corporation against any funds deposited in any of such accounts; and to make such rules and regulations with respect to such accounts as such officers may deem necessary or advisable, and to complete, execute and deliver any documents as banks and similar financial institutions customarily require to establish any such account and to exercise the authority granted by this resolution including, but not limited to, customary signature card forms and form banking resolutions.

RESOLVED FURTHER, that all form resolutions required by any such depository, if any, are adopted in such form used by such depository by this Board, and that the Secretary is authorized to certify such resolutions as having been adopted by the Board and directed to insert a copy of any such form resolutions in the minute book of the Corporation.

RESOLVED FURTHER, that any such depository to which a certified copy of these resolutions has been delivered by the Secretary of the Corporation is entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions, as adopted by the Board.

Qualification to do Business

RESOLVED, that the officers of the Corporation are hereby authorized and directed for and on behalf of the Corporation to take such action as they may deem necessary or advisable to effect the qualification of the Corporation to do business as a foreign corporation in each state that the officers may determine to be necessary or appropriate, or to withdraw from or terminate the Corporation's qualification to do business in any such state.

RESOLVED FURTHER, that any resolutions which in connection with the foregoing shall be certified by the Secretary of the Corporation as having been adopted by the Board pursuant to this Written Consent shall be deemed adopted pursuant to this Written Consent with the same force and effect as if presented to the Board and adopted thereby on the date of this Written Consent, and shall be included in the minute book of the Corporation.

Payment of Expenses

RESOLVED, that the officers of the Corporation are hereby authorized and directed to pay all expenses of the incorporation and organization of the Corporation, including reimbursing any person for such person's verifiable expenses therefor.

Agent for Service of Process in Alaska

RESOLVED, that United States Corporation Agents, Inc. shall be appointed the Corporation's agent for service of process in Alaska.

Subchapter S Election

RESOLVED, that the Corporation shall elect to be treated as a "small business corporation" for income tax purposes under Subchapter S of Chapter 1 of the Internal Revenue Code of 1986, and under the parallel provisions of the laws of the state of Alaska and that the officers of the Corporation are hereby authorized and directed to complete and file or cause to be filed an Election by a Small Business Corporation with the Internal Revenue Service pursuant to Section 1362(a) of the Internal Revenue Code and obtain the written consent of each shareholder of the Corporation to such Subchapter S election and file such consent at the same time as the Election by a Small Business Corporation, or within an extended period of time as may be granted by the Internal Revenue Service.

Authorization of Further Actions

RESOLVED, that the officers of the Corporation are, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to execute all documents and to take all further actions they may deem necessary, appropriate or advisable to effect the purposes of each of the foregoing resolutions.

RESOLVED, that any and all actions taken by any officer of the Corporation in connection with the matters contemplated by the foregoing resolutions are hereby approved, ratified and confirmed in all respects as fully as if such actions had been presented to the Board for approval prior to such actions being taken.

IN WITNESS WHEREOF, each of the undersigned, being all the directors of the Corporation, has executed this Written Consent as of the date set forth below.

Date: August 12, 2019

Directors:

Oceana Skye Audett

John C. Chapple IV

Alaska Business License #

1114132

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

HOMER SPIT CAMPGROUND

1024 SYCAMORE AVE BOULDER CO 80303

owned by

TRUXTON MANAGEMENT, INC.

is licensed by the department to conduct business for the period

February 13, 2019 through December 31, 2019
for the following line of business:

53 - Real Estate, Rental and Leasing

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



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

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Truxton Management, Inc.

Entity Type: Business Corporation

Entity #: 10092446

Status: Good Standing

AK Formed Date: 10/4/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: N/A [File Initial Report](#)

Entity Mailing Address: 903 CYPRESS DR, BOULDER, CO 80303

Entity Physical Address: 4535 HOMER SPIT RD, HOMER, AK 99603

Registered Agent

Agent Name: United States Corporation Agents, Inc.

Registered Mailing Address: 310 K ST SUITE 200, ANCHORAGE, AK 99501

Registered Physical Address: 310 K ST SUITE 200, ANCHORAGE, AK 99501

Officials

Show Former (None on file)

AK Entity #	Name	Titles	Owned
	John Chapple	Incorporator	
	Oceana Skye Audett	Incorporator	

Filed Documents

Date Filed	Type	Filing	Certificate
10/04/2018	Creation Filing	Click to View	Click to View
4/08/2019	Entity Address Change	Click to View	

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GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND

TRUXTON MANAGEMENT, INC

Dated October 1, 2019

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT (“Lease”) dated as of October 1, 2019, between the CITY OF HOMER, an Alaska municipal corporation (“Landlord”), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and TRUXTON MANAGEMENT, INC, a State of Alaska corporation (“Tenant”), whose address is PO Box 1196, 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** is a certificate of good standing issued by the state under whose laws Tenant is organized. 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-1” and “E-2” Site Plan

Exhibit “F” 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 49, Homer Spit Subdivision Amended, according to Plat No. 89-034, Homer Recording District, State of Alaska, as depicted on **Exhibit E-1**, containing 90,062 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103403; and

Lot 50, Homer Spit Subdivision Amended, according to Plat No. 89-034, Homer Recording District, State of Alaska, consisting of approximately 100, 285 square feet, also known as Kenai Peninsula Borough Tax Parcel No. 18103402

as depicted on **Exhibit E-1**, containing a combined total of 190, 347 square feet, more or less, as seen on **Exhibit E-2** (the As-Built Survey dated 12/28/11) 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 7 years and 3 months, commencing on October 1, 2019, and ending on December 31, 2026 (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 extend the Term other than as may be provided in Section 3.05.

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, three year terms (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 \$42,473.44 (as such may later be adjusted per the terms of this Lease, the “Base Rent”). Base Rent is payable in four (4) equal installments of \$10,618.36, plus sales and all other taxes Landlord is authorized or obligated to collect on such transactions, on June 1, July 1, August 1, and September 1 at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603, 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.** On January 1st, 2022 and every fifth year of the Term, 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, or (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 in **Exhibit E-1, Exhibit E-2, 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 F** 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:

Truxton Management, Inc.
Attn: JC Chapple/Oceana Audett
PO Box 1196
Homer, Alaska 99603
Email: truxtonmanagement@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

14.15 Attorney's Fees.

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

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

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

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

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

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

14.20 Prior Lease Amended And Superseded. There is a prior lease affecting the Property dated January 1, 2012, the ground lease and security agreement of which has been recorded in the records of the Homer Recording District under Document No. 2014-001306-0 (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of October 1, 2019, and on and after that date the Prior Lease shall have no force or effect, except that it shall remain in effect as to events, rights, obligations, or remedies arising or accruing under the Prior Lease prior to that date.

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

Landlord:

Tenant:

CITY OF HOMER

TRUXTON MANAGEMENT, INC

By: _____
Katie Koester, City Manager

Oceana Audett, Co-owner

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

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

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT) ss.
)

The foregoing instrument was acknowledged before me on _____, 20__, by
Oceana Audett, as Co-Owner of Truxton Management, Inc on behalf of Truxton Management Inc.

Notary Public in and for Alaska

My Commission Expires: _____

DRAFT

EXHIBIT A

**SCHEDULE OF ORGANIZATION, OWNERS,
PERCENTAGE OF OWNERSHIP**

Tenant, Truxton Management Inc, is a Corporation 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. If Tenant is a foreign entity authorized to conduct business in Alaska, its certificate of authority is also attached

The shareholders and their percentage of ownership are as follows:

Name: Oceana Audett	90%
Address: 9142 Browning Dr., Huntington, Beach, CA 92646	
Name: John C. Chapple IV	10%
Address: 9142 Browning Dr., Huntington, Beach, CA 92646	
TOTAL	100 %

EXHIBIT B

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

DRAFT

EXHIBIT C

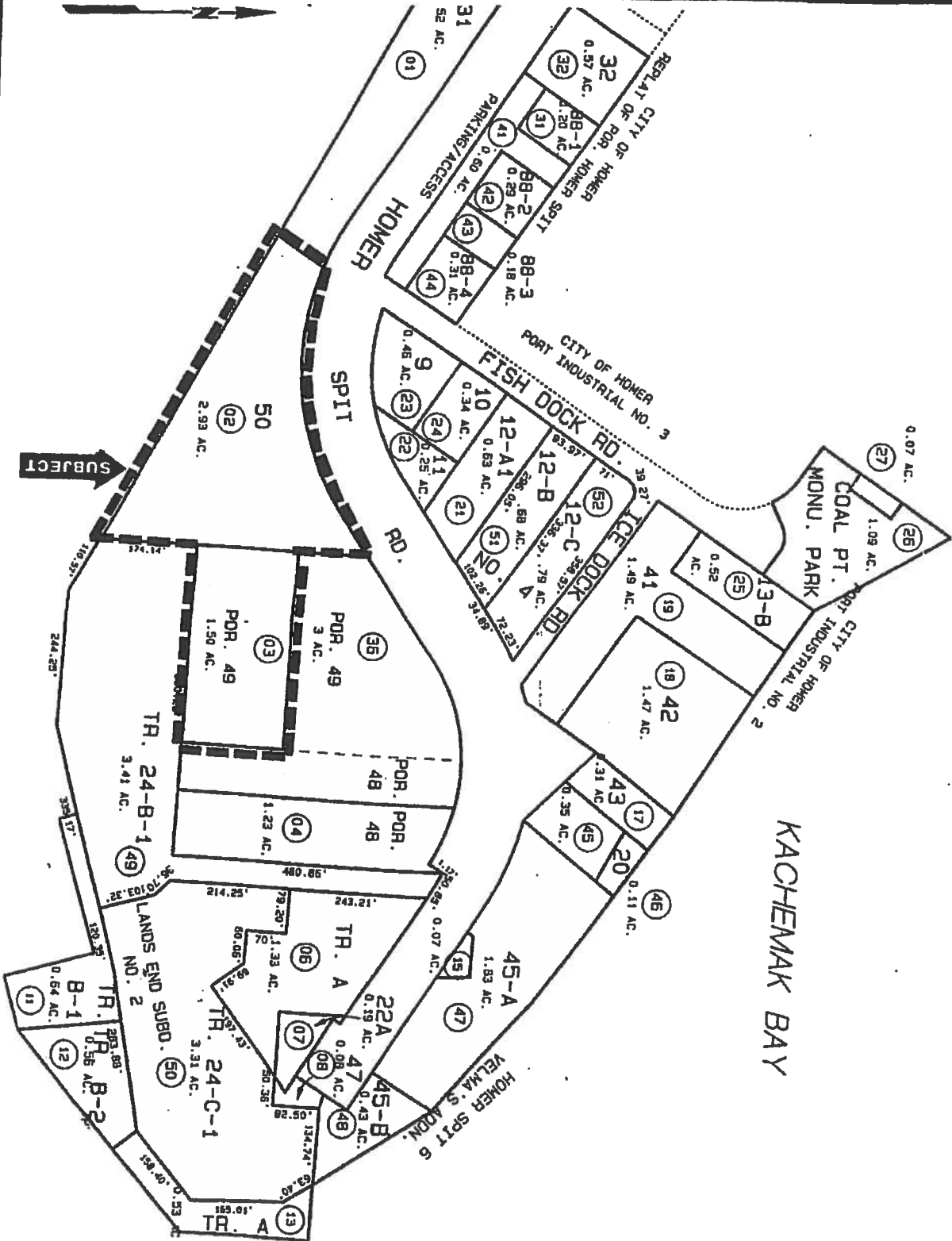
LOCATION OF PROPERTY

(Section 2.01)

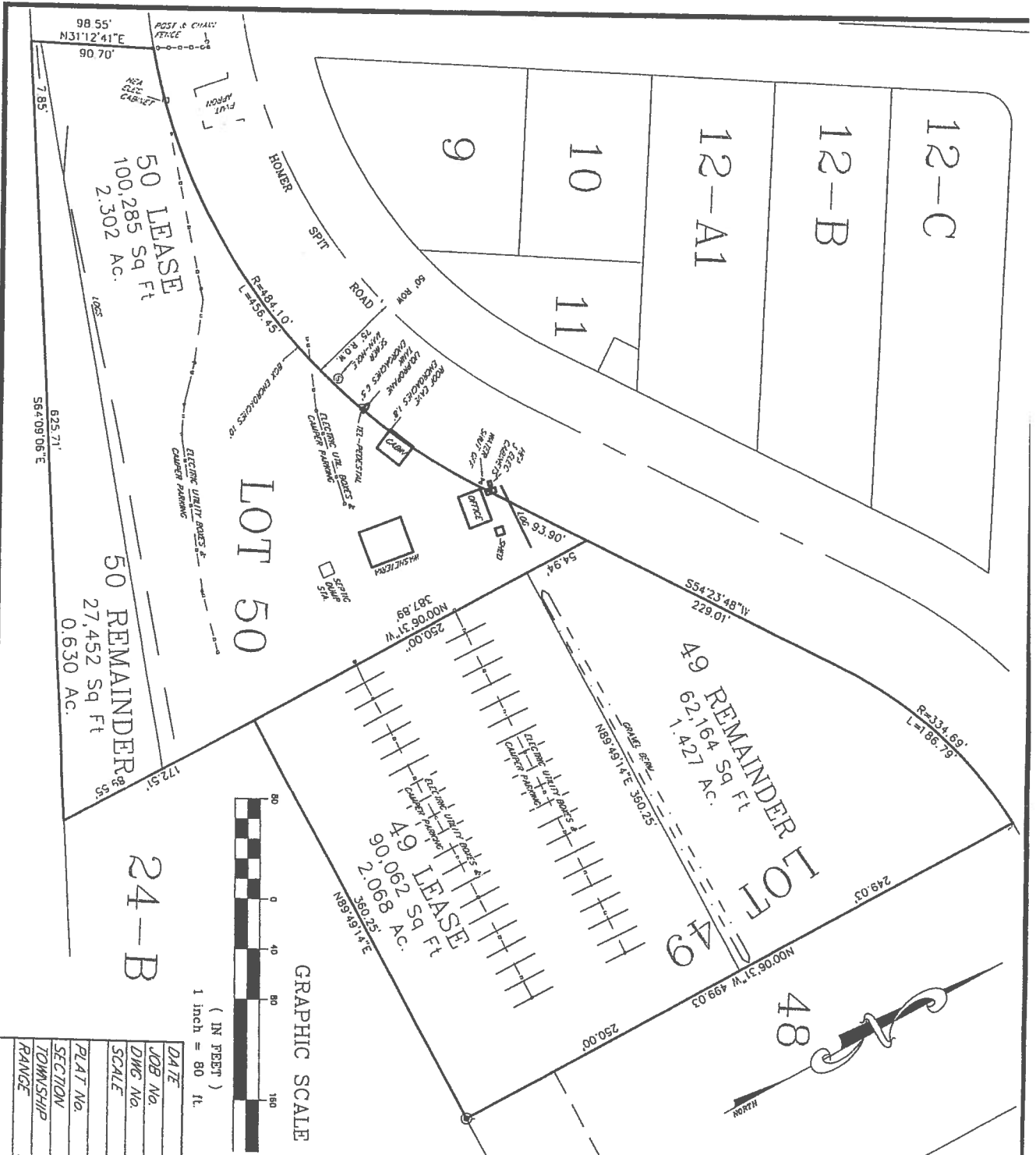
A portion of Lot 49, Homer Spit Subdivision Amended, according to Plat No. 89-034, Homer Recording District, State of Alaska, as depicted on **Exhibit E-1**, containing 90,062 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103403; and

Lot 50, Homer Spit Subdivision Amended, according to Plat No. 89-034, Homer Recording District, State of Alaska, consisting of approximately 100, 285 square feet, also known as Kenai Peninsula Borough Tax Parcel No. 18103402

DRAFT



KACHEMAK BAY



GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.

DATE	12/28/2011
JOB No.	4583
DWG No.	4475
SCALE	1" = 80'
PLAT No.	89-34
SECTION	XIV/4, 2nd
TOWNSHIP	75S
RANGE	R13W (SM)

AS-BUILT SURVEY
LOTS 49 & 50
HOMER SPLIT (AMENDED)

HOMER RECORDING DISTRICT
ABILITY SURVEYS
REGISTERED LAND SURVEYORS
(800) 233-8440
152 DENZEL AVE., HOMER, ALASKA 99603

- NOTES**
1. THIS AS-BUILT SURVEY SHOWS ALL GROUND IMPROVEMENTS BY JOHN CHAPPEL'S UTILITIES RELATING TO JOHN CHAPPEL'S AS SURVEYED ON DECEMBER 28, 2011. IT ALSO SHOWS LEASE LINES PROPOSED BY JOHN CHAPPEL.
 2. ALL BUILDING DIMENSIONS AND DISTANCES ARE THE EXTERIOR FACE OF FINISHED STRUCTURES UNLESS OTHERWISE SHOWN.
 3. OWNER SHOULD REFER TO CITY OF HOMER BUILDING REQUIREMENTS FOR APPROPRIATE SETBACK DISTANCES.
 4. NO MONUMENTS WERE SET. ALL BOUNDARY DATA IS RECORD PER "HOMER SPLIT (AMENDED)" PLAT #89-34 FILED IN THE HOMER RECORDING DISTRICT, TOGETHER WITH LEASE DIMENSIONS.
 5. IT IS THE RESPONSIBILITY OF THE OWNER TO DETERMINE THE EXISTENCE OF ANY EASEMENTS, COVENANTS OR RESTRICTIONS THAT DO NOT APPEAR ON THE RECORDED SUBDIVISION PLAT.
 6. INDIVIDUALLY MARKED CAMPER SPACES ARE ONLY ESTIMATED AS ARE INDIVIDUAL CAMPER UTILITY BOXES ALTHOUGH GENERAL ALIGNMENTS WERE SURVEY LOCATED.

EXHIBIT D

TENANT'S PROPOSED USE OF THE PROPERTY

(Section 6.01)

Tenant's proposed use of the Property is for a campground and RV parking.

DRAFT



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.

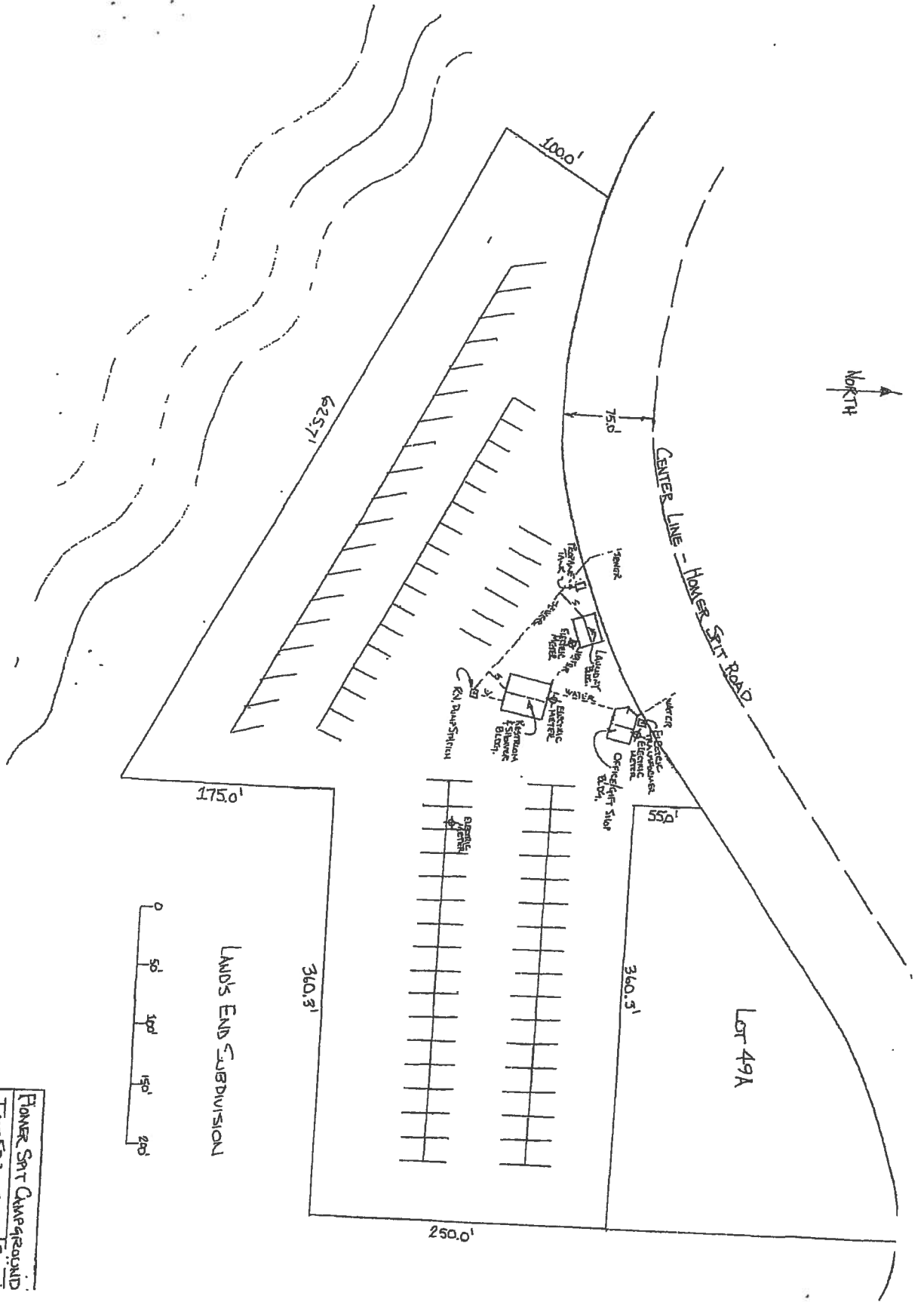
Applicant Name:	Truxton Management Inc.
Business Name:	Homer Spit Campground
Social Security Number:	83-2145254
Email Address:	truxtonmanagement@gmail.com
Mailing Address:	PO Box 1196
City, State, ZIP code:	Homer AK 99603
Business Telephone No.:	235-8206
Representative's Name:	JL Chapple / Oceana Audett
Mailing Address:	903 Cypress Dr.
City, State, ZIP code:	Boulder CO 80303
Business Telephone No.:	720-527-8118 / 720-527-8197
Property Location:	4535 Homer Spit Rd.
Legal Description:	T75R13W Sec 1 Seward Meridian HMO890034 Homer Spit Rd lot 1 T75R13W Sec 1 Seward Meridian HMO890034 Homer Spit Rd lot 52
Type of Business to be placed on property:	Campground and RV parking
Duration of Lease requested:	Current lease term between City of Homer and John and Margaret Chapple (ending Dec-31 2026 with optional extensions)
Options to re-new:	Existing two (2) additional, consecutive three (3) year periods

**The following materials must be submitted when applying for a lease of
City of Homer real property**

1.	Plot Plan	<p><u>A drawing of the proposed leased property showing:</u></p> <p><input checked="" type="checkbox"/> Size of lot - dimensions and total square footage (to scale)</p> <p><input checked="" type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale).</p> <p><input checked="" type="checkbox"/> Water and sewer lines – location of septic tanks, if needed.</p> <p><input checked="" type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated</p>																		
2.	Development Plan	<p><input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0"> <tr> <td>Dates</td> <td>Tasks</td> </tr> <tr> <td><u>Current</u></td> <td><u>Existing business, campground</u></td> </tr> <tr> <td>_____</td> <td><u>160 total parking and utilities</u></td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table> <p>For each building, indicate:</p> <table border="0"> <tr> <td>Building Use</td> <td>Dimensions and square footage</td> </tr> <tr> <td><u>Office</u></td> <td><u>16 x 20 320 sq. ft</u></td> </tr> <tr> <td><u>shower/restroom</u></td> <td><u>28 x 42 1176 sq. ft</u></td> </tr> <tr> <td><u>laundry</u></td> <td><u>16 x 16 256 sq. ft</u></td> </tr> </table>	Dates	Tasks	<u>Current</u>	<u>Existing business, campground</u>	_____	<u>160 total parking and utilities</u>	_____	_____	_____	_____	Building Use	Dimensions and square footage	<u>Office</u>	<u>16 x 20 320 sq. ft</u>	<u>shower/restroom</u>	<u>28 x 42 1176 sq. ft</u>	<u>laundry</u>	<u>16 x 16 256 sq. ft</u>
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<u>shower/restroom</u>	<u>28 x 42 1176 sq. ft</u>																			
<u>laundry</u>	<u>16 x 16 256 sq. ft</u>																			
3.	Insurance	<p><input 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.</p>																		
4.	Subleases	<p><u>NA</u></p> <p><input 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 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.</p>																		
5.	Health Requirements	<p><u>NA</u></p> <p><input 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.</p>																		

EXHIBIT E
SITE PLANS
(Section 6.02)

DRAFT



Flower Srt Campground
 Lot 50A 50 Ac.
 Scale: 1" = 50'
 Sheet 1
 of 1

EXHIBIT F

PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

The City of Homer is hereby granted permission to request and obtain copies of Truxton Management, Inc. (“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: _____

TENANT NAME: TRUXTON MANAGEMENT, INC

By: _____

_____ (printed name)
_____ (title)

Homer Innovation Program Proposal

Submitted to the City of Homer

By Grow Economy

September 17, 2019

Innovation Programs and How they Function

Innovation programs provide the framework, support, and facilities that entrepreneurs need to turn their ideas into successful businesses. They range from simple business incubation programs to plazas that the public can use to develop prototypes and ideas. They stimulate the economy by attracting and retaining talent, encouraging business growth, and promoting economic diversification. In short, they enable people with good ideas to transform them into viable businesses that benefit the community on many levels.

Innovation programs build off existing economic drivers, while encouraging new industries. Funding is available through the U.S. Economic Development Administration (EDA) and other Federal agencies. Homer is an ideal candidate for an innovation plaza, because it is one of Alaska's most desirable places to live and is centrally located on Kachemak Bay. Below are several examples of successful innovation plazas that benefit small to medium size communities in other regions of the United States:

Atwood Innovation Plaza, Saint George, Utah

The Atwood Innovation Plaza was funded through an EDA cost-share grant. The facility is a 16,000 square foot "makerspace" and laboratory, which is housed in a former elementary school. An \$875,048 EDA grant and matching contribution paid for the renovation and equipped the facility. The makerspace portion of the Innovation Plaza has 3D printers, woodworking tools, specialized computers, and software programs available to the public for developing prototypes. The laboratory is a biotechnology, medical, and environmental training research facility. It is a resource center that allows young entrepreneurs and scientists to connect, form partnerships, and create ideas. The Innovation Plaza also provides businesses access to growth capital, including a \$22 million fund in partnership with Notre Dame University. The ideas developed here enter the community as local businesses, which bring jobs and wealth to the Saint George area. The project is estimated to create 260 well-paying jobs for the Saint George area.¹

Ohio University Innovation Center, Athens, Ohio

Another example of a successful innovation plaza funded by the EDA is the Ohio University Innovation Center. This is the first university-based business incubator in the United States. Founded in 1983, the Innovation Center provides young entrepreneurs with access to flexible space and lease options for new companies. Additionally, it provides access to equipment, professional mentors, and other resources. The businesses

incubated here have generated 297 jobs in the local economy. This year the EDA awarded a \$1.15 million grant to help upgrade this facility. The university provided a \$287,684 cost-share for this grant. The Innovation Center expects the upgrade to enable the community to attract an estimated \$20 million in private investment and generate 100 jobs. This example demonstrates the continued investment EDA makes into valuable community assets like innovation plazas.²

San Rafal Energy Research Center, Emery County, Utah

A slightly different example of an innovation facility is the San Rafal Energy Research Center in Emery County, Utah. Its main differentiator is its focus on coal innovation and energy—the chief local economic drivers. Like the other innovation plaza models, it is a physical space that attracts entrepreneurs and businesses, while fostering innovation in a rural place. This is important, as Emery County suffers from high levels of unemployment and underemployment due to negative changes in the coal industry. San Rafal encourages innovation in industries vital to the local economy. This includes manufacturing carbon fiber, as well as extracting rare earth elements and other products from coal. The facility is also collaborating with the U.S. Department of Energy to develop a molten salt reactor for energy production. This program draws off local industries and provides them with innovative tools to help them transform and adapt to changing market needs. As a result, San Rafal brings jobs and capital to the area, which benefit a community that has suffered from economic decline.³

The site consists of an old industrial building known as the Central Warehouse, which Emery County purchased and renovated to house specialized testing equipment. Utah's Community Impact Board funded San Rafal and the site pursuing additional funding from the U.S. Department of Energy and EDA.⁴

Why Homer is Ideal and How it can Benefit

Alaska is an undeveloped frontier for innovation programs. Projects like those mentioned above exist throughout the country, but Alaska currently has none. However, such programs could benefit many Alaskan communities. The state has an unemployment rate that is nearly twice the national average and its cost of living is among the highest in the nation. Furthermore, the entire Kenai Peninsula is a designated IRS Qualified Opportunity Zone, making it a priority area for EDA funding.⁵

Homer has an opportunity to create an innovation plaza of its own that can transform it into a hub of prosperity. Homer's setting stimulates creativity and provides the quality of life that is an ideal environment for innovation to flourish. However, like many Alaska communities, it faces economic and geographic challenges that make it difficult for new businesses to thrive. These challenges include a lack of capital, mentors, and resources for early stage businesses. A physical center similar to the Atwood Innovation Plaza will encourage environmentally sustainable industries and enable ideas and the people who create them to remain in Homer. This will allow Homer to reap the rewards

of an increased tax base, lower unemployment rate, and a more diverse business community.⁶

Below are key industries that will benefit from and innovation plaza in Homer:

- Technology
- Small business
- Engineering and advanced manufacturing
- Healthcare
- Government contracting
- Social impact/nonprofit

Homer's innovation plaza will make it a leader in Alaska business development. Moreover, this program will extend resources to rural communities throughout Alaska. Such an approach strategically positions Homer at the center of a high-impact, statewide initiative. As such, the Homer innovation plaza would be a likely recipient of robust federal funding.

HERC 1: the Ideal Center for Innovation on the Kenai Peninsula

A New Life for HERC 1 as an Innovation Plaza

HERC 1 is the ideal location for Homer's innovation plaza. Located in the heart of town, it is the first impression that most people receive of downtown Homer when they visit. Transforming a decaying building into a hub of innovation and small business support will anchor Homer's economic diversification. This resource will then become a "gateway" and symbol of community prosperity that will increase the value of the surrounding area. And, it will no doubt become a place where local ideas are nurtured and developed, which will benefit Homer.⁷

In addition to location, HERC 1 is ideal because of the place it holds in Homer's collective memory. Many local residents remember attending school here and it has remained a historic landmark for nearly 65 years. This project will give HERC 1 a second life and allow it to continue to educate, inspire, and encourage people well into the future. It will also conserve physical resources and result in less harmful environmental consequences than demolition. Furthermore, this second life will transform HERC 1 into a community asset that is more energy efficient and sustainable. With this transformation, HERC1 can become a place where Homer's past and future connect.⁸

According to the "HERC Task Force Final Recommendations Report," demolition of HERC 1 will cost between \$750,000 and \$1 Million. This amount may even be more depending upon variables and unforeseen challenges. New construction of a similar building at the site could be as high as \$8.22 million. If the city opts to demolish and not construct anything, the question of what to do with the land still remains. It is a prime location in Homer, but public support for subdividing and selling it off is not strong and the impact on the feel and character of Homer would be substantial. A plaza at this

location will leave its character intact, provide a responsible use for the land, and allow it to remain a public resource that will enhance the community.⁹

Transforming HERC1 Into an Innovation Plaza

Although HERC 1 requires renovation, it is a solid building that is well constructed. Transforming it into an innovation plaza will require system updating, asbestos mitigation, and general repairs (such as the roof). Additionally, it will require improvements that make it more energy efficient and environmentally friendly. The first phase of this project will focus on identifying the most economical ways to carry out a renovation and maximize federal funding in the process.¹⁰

The 16,000 square foot layout of HERC 1 is well suited for this project. The large gym on the first floor could be repurposed into a makerspace facility with 3D printers, specialized computer systems, office equipment, workspace, and other resources. The wood floor and openness should be retained in this space. The old kitchen could be transformed into a test kitchen and restaurant incubator, while the lower floor (where the old weight room is) could be used as shop space. The upper floor office, classrooms, and library could be renovated, modified, and rented out as co-working spaces. Some possibilities here include conference rooms, flexible short-term workspaces, and private office space for new businesses similar to the Ohio University Innovation Center. A non-profit entity could partner with the city to manage the innovation plaza, programing, and develop long-term funding sources.¹¹

Great potential exists for partnering with other communities on Kachemak Bay and throughout Alaska. Doing so will ensure that this is a high-impact program with significant federal support. Possible funding sources to support this program could be from EDA, USDA, and other federal agencies. For example, the EDA can support this project through a two-phase process that includes a planning grant and an implementation grant. The following section discusses EDA grants, which are the first step to making this project successful.

EDA Grants

EDA Funding Priorities

The EDA gives priority to funding projects in economic distressed areas. This includes areas with unemployment levels that are chronically higher than the national average, low labor force participation, and poverty rates higher than the national average, as well as those located in Qualified Economic Opportunity Zones. Homer, Alaska qualifies as “economically distressed” by EDA’s standards.¹²

Eligible projects also have to align with at least one of five of EDA’s investment priorities. These include the following:

1. Recovery and Resilience

2. Critical Infrastructure
3. Workforce Development
4. Export & FDI
5. Opportunity Zone

A center for innovation in Homer will align with three of these priorities:

- Recovery and Resilience (1): because it will help Homer recover from economic shocks in the fishing industry, energy sector, and the state fiscal crisis by encouraging a stronger private sector that is less dependent on volatile industries.
- Workforce Development (3): because an innovation program will provide a business incubation facility that will encourage job creation and business expansion in the community.
- Opportunity Zone (5): the entire Kenai Peninsula is a designated Opportunity Zone and this project will benefit the whole region.¹³

EDA Cost-Share Structure

For an entity to receive funding from the EDA, they must provide a matching contribution. The percentage of a project that EDA will cover is based on applicable economic criteria (see the table on the following page). Certain areas qualify for a higher match depending on their economic scenario. According to available data, Homer likely qualifies for at least a 60/40 match. The match portion can be funds, in kind contributions, or a combination of these. In-kind contributions include staff hours, buildings, facilities, and equipment. These match sources can come from other federal awards providing they are “authorized by statute, which may be determined by EDA’s reasonable interpretation of the statute.”¹⁴

Below is a table showing the match structure of EDA grants depending on local economic conditions and other criteria:

Projects located in regions in which:	Maximum allowable investment rates (percentage of total project cost)
(A) The 24-month unemployment rate is at least 225% of the national average; or	80
(B) The per capita income is not more than 50% of the national average.	80
(C) The 24-month unemployment rate is at least 200% of the national average; or	70
(D) The per capita income is not more than 60% of the national average.	70

(E) The 24-month unemployment rate is at least 175% of the national average; or	60
(F) The per capita income is not more than 65% of the national average.	60
(G) The 24-month unemployment rate is at least 1 percentage point greater than the national average; or	50
(H) The per capita income is not more than 80% of the national average.	50

EDA Grant Match Structure

EDA Grants for Homer

The first step to making an innovation center in Homer a reality is an EDA planning grant. A planning grant will provide a clear path forward and identify the costs and benefits of transforming HERC 1 into an innovation resource. It will also help stakeholders understand the best way to design the program to ensure its success and viability. Furthermore, it will enable stakeholders to identify other funding sources and initiate them so that their investment is maximized.

The planning phase will also provide a framework for the city to explore “green” improvements to the existing structure that will make it more energy efficient, cost effective, and an attractive community resource. These efforts will take into consideration any environmental impacts and responsible hazardous material removal during the renovation. The planning grant will also determine the full eligibility of the resource for historic preservation funding which could be used for roof repair, asbestos mitigation, window updating, or other improvements. One of the most important objectives of the planning phase will be identifying how the innovation plaza will function, who will partner with it, and how it will become a self-sustaining asset for Homer.

Upon the successful completion of the planning grant, the City of Homer will be in the position for a full implementation grant. At this point the stakeholders will have identified and secured the match for the building renovation. Additionally, they will have a clear path forward for the HERC complex, as well as a fully developed vision for an innovation plaza. A full implementation grant will be an infrastructure grant and following its award, physical work can be done to complete innovation plaza renovation. The planning grant will take approximately 3-6 months to implement. The infrastructure grant could be spread over 1 or more years, depending on the preference of the City of Homer.

Partnering with Grow Economy

Grow Economy is a 501(c)3 nonprofit organization, which fosters rural economic development within communities and regions impacted by adverse economic circumstances. In partnership with government and private entities, this organization develops innovative solutions and business growth strategies that result in economic

development and prosperity. Recently, Grow Economy has implemented an EDA innovation project in the coal-producing region of eastern Utah and western Colorado. This project includes six counties, numerous municipalities, and two associations of government.

Grow Economy has the following expertise:

- Strategic program development
- Government contacts and federal government relations (primarily focused on federal funding in the appropriation process)
- Complex proposal development (this includes preparing and implementing the entire grant process with EDA and other federal agencies)
- Historic preservation planning (this includes identifying eligibility for historic preservation funding for this project and pursuing those sources)
- Public-private partnership development
- Experience with innovation program planning and execution.

Grow Economy Leadership Background

Joshua Jack Riley, MHP

Executive Director and Co-Founder

Joshua provides Grow Economy's general management and administration. He also provides the proposal development work and research that help clients win federal contracts. Formerly, Joshua was a part owner of a federal prime contractor where he applied his proposal management skills to secure significant federal funding awards. His experience includes proposal management for federally funded contracts with multiple government agencies.

Joshua has deep experience managing the proposal process from strategy development to proposal drafting and to final award. Along with his significant proposal management experience, Joshua has developed user literature and numerous technical documents for the U.S. Department of Defense.

In addition to his work with federal funding, Joshua has experience with local governments. This includes municipal revitalization through historic preservation policy, as well as serving on an economic development board in rural Georgia.

Education

M.H.P. The University of Georgia, College of Environmental Design, Athens, Georgia

Honors: *Phi Kappa Phi National Honor Society -- University of Georgia, Sigma Pi Kappa National Historic Preservation Society.*

B.A. University of Alaska, Anchorage

Major: History

Honors: *Cum Laude, Phi Alpha Theta History Honors Society*

Jeremiah M. Riley, JD

Chair and Co-Founder

Jeremiah Riley is the chair and co-founder of Grow Economy. Jeremiah is also the founder of Uinta Group, which is a government relations consultancy. Jeremiah has successfully positioned Uinta Group as a national expert in federal appropriations, project funding, and government contracting. Over the prior decade, Jeremiah was a part owner of a federal prime contractor and represented company interests before the U.S. Congress and federal agencies.

Jeremiah is a government relations consultant with deep expertise at the intersection of business and government. Jeremiah's experience includes strategic program development where he has secured over one hundred million of dollars of federal funding for noteworthy projects. A sampling of Uinta Group's clients include: San Rafal Energy Research Center, University of Utah, Box Elder County, Utah, and the Five County Association of Governments. In addition to his consulting work with Uinta Group and leadership in Grow Economy, Jeremiah is an attorney licensed to practice law in Alaska and Utah.

Education

J.D. University of Utah, SJ Quinney College of Law, Salt Lake City, Utah

Honors: *Graduated with Honors*

B.S. Utah State University, Huntsman School of Business, Logan, Utah

Major: Economics

Partnership Structure

There is an opportunity for the City of Homer and Grow Economy to work together to develop this important initiative. We propose doing so in partnership with the EDA through a two-part funding process. The first part being an EDA planning phase funded through an EDA planning grant. During this phase, Grow Economy would conduct a deep, data-driven analysis to determine what the Homer innovation plaza program should look like to ensure success and viability. This planning phase would position the project for a large EDA implementation grant and follow-on federal funding awards.

Based on prior experience, we anticipate that the cost for Grow Economy to carry out this planning phase would be \$60,000. To fund this effort, we propose that the City of Homer re-appropriate the \$30,000 previously budgeted for the HERC demolition study to be used as an EDA cost share to secure an additional \$30,000 to \$40,000 of funding to carry out the program planning phase. This \$60,000 effort is a necessary phase in developing a high-profile, high-impact innovation plaza. To secure the EDA funding, we propose that Grow Economy enters a \$3,500 month-to-month contract with the City of Homer. Grow Economy would then transition to the new EDA funding source. We anticipate that it will take 3-4 months to secure an EDA contract award.

By partnering with Grow Economy to transform HERC 1 into an innovation plaza, Homer will become a center of entrepreneurship, business development, and technology. As such, it will become a regional hub of invention and creativity. The end result will be better jobs, a better economy, and a lasting legacy the community can be proud of for decades to come.

Notes

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² Ohio University, “Innovation Center,” Ohio University Center for Entrepreneurship, <https://www.ohio.edu/entrepreneurship/innovation-center> (Accessed September 13, 2019); Natalie Wilson, MPA and Jason Jolley PhD, “2018 Economic Analysis of the Ohio University Innovation Center,” Ohio University’s Voinovich School of Leadership and Public Affairs, Athens Ohio, May 2019, 1, <https://www.ohio.edu/research/innovation/upload/2018-Economic-Impact-of-Innovation-Center.pdf> (Accessed September 13, 2019); EDA, “U.S. Department of Commerce Invests \$1.15 Million to Support Innovation-Fueled Business Growth in Ohio,” United States Department of Commerce Press Release, <https://www.eda.gov/news/press-releases/2019/07/31/oh.htm> (Accessed September 13, 2019).

³ Julie Johansen, “Emery County Commissioner Developing San Raphael Research Center,” ETV News, June 26, 2019, <https://etvnews.com/emery-county-commissioners-developing-san-rafael-research-center/> (Accessed September 13, 2019).

⁴ Ibid.

⁵ United States Department of Labor, “Seasonally Adjusted Unemployment Rate,” Bureau of Labor Statistics, <https://data.bls.gov/timeseries/LNS14000000> (Accessed September 13, 2019); State of Alaska, Seasonally Adjusted Labor Force Data 1976-2019, Department of Workforce Development, <http://live.laborstats.alaska.gov/labforce/labdataall.cfm?s=2&a=1> (Accessed September 13, 2019); World Population Review, “Cost of Living Index by State 2019,” 8/27/2019, <http://worldpopulationreview.com/states/cost-of-living-index-by-state/> (Accessed September 13, 2019); Community Development Financial Institutions Fund (CDFIF), <https://www.cdfifund.gov/Pages/Opportunity-Zones.aspx> (Accessed September 13, 2019).

⁶ City of Homer, “HERC Task Force Final Recommendation Report,” City of Homer, Homer: November 27, 2018., 31.

⁷ Ibid., 11.

⁸ Ibid., 3, 22.

⁹ Ibid., 11, 15-17.

¹⁰ Stantec, “HERC Building Upgrade Analysis Report,” Stantec Architecture Inc., Anchorage: April 5, 2016., 25

¹¹ Homer, “HERC Task Force Final Recommendation Report.” 6; Megan Pacer, “City Answers HERC Questions,” *Homer News*, January 24, 2019; Ohio University, “Innovation Center,” <https://www.ohio.edu/entrepreneurship/innovation-center> (Accessed September 14, 2019).

¹² Economic Development Administration, “Notice of Funding Opportunity, Public Works and Economic Adjustment Assistance Programs, Full Announcement Text,” U.S. Department of Commerce, 13-15.

¹³ EDA, “Investment Priorities,” United States Department of Commerce, <https://www.eda.gov/about/investment-priorities/> (Accessed September 13, 2019).

¹⁴ EDA, “Notice of Funding Opportunity, Public Works and Economic Adjustment Assistance Programs,” 11-13.



City of Homer

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Port and Harbor

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Memorandum

TO: HOMER CITY COUNCIL

THROUGH: KATIE KOESTER, CITY MANAGER

FROM: PORT AND HARBOR ADVISORY COMMISSION

DATE: SEPTEMBER 12, 2019

SUBJECT: P&H 2020-21 BUDGET ITEM- AMORTIZATION SCHEDULE OF LOT 42 LOAN

With the last payment for the Harbor's General Fund loan designated for the new Port and Harbor Office scheduled for 2019, annual revenues that were previously dedicated to payment of the harbor office loan (\$63,647.52) will be available for other use starting in 2020. The subject was discussed at the Port and Harbor Advisory Commission's review of the P&H budget during their August 28 2019 meeting. It was suggested that some of these annual revenues be re-allocated to increase the annual payment on the Harbor's General Fund loan for the purchase of Lot 42 to double the current payment. Increasing the annual payment on the Lot 42 purchase loan by an additional \$35,169.15, for a total annual payment of \$ 70,338.30, is estimated to save the Port and Harbor approximately \$20,800 in interest over the length of the loan.

During the meeting a motion was made and unanimously approved by the commission to recommend to City Council that an additional annual Payment of \$35,169.15, for a total annual payment of \$70,338.30, be made from the Port and Harbor Fund 400 Annual Operating Revenues to the Harbor's General Fund Loan for the purchase of Lot 42 starting in the year 2020 and that it be approved as a port commission 2020-21 budget priority item.

RECOMMENDATION

The Port and Harbor Advisory Commission recommends to City Council that an additional annual Payment of \$35,169.15, for a total annual payment of \$70,338.30, be made from the Port and Harbor Fund 400 Annual Operating Revenues to the Harbor's General Fund Loan for the purchase of Lot 42 starting in the year 2020 and that it be approved as a port commission 2020-21 budget priority item.

Attached: Current Amortization schedules for Lot 42 Loan and Harbormaster's Office
Proposed Amortization schedule for Lot 42 Loan

**Amortization Schedule
General Fund Loan to Port and Harbor
Harbormasters Office**

Amount \$ 300,000
Annual Interest Rate 2%
Years 5
Payments Per Year 1

Payment #	Year	Principal	Interest	Payment	Balance
1	2015	\$57,647.52	\$6,000.00	\$63,647.52	\$ 242,352.48
2	2016	\$58,800.47	\$4,847.05	\$63,647.52	\$ 183,552.01
3	2017	\$59,976.48	\$3,671.04	\$63,647.52	\$ 123,575.54
4	2018	\$61,176.01	\$2,471.51	\$63,647.52	\$ 62,399.53
5	2019	\$62,399.53	\$1,247.99	\$63,647.52	\$ -

Amortization Schedule
General Fund Loan to Port and Harbor
Purchase of Lot 42

Amount \$ 300,000
Annual Interest Rate 3%
Years 10
Payments Per Year 1

Payment #	Principal	Interest	Payment	Balance
1	\$26,169.15	\$9,000.00	\$35,169.15	\$ 273,830.85
2	\$26,954.23	\$8,214.93	\$35,169.15	\$ 246,876.62
3	\$27,762.85	\$7,406.30	\$35,169.15	\$ 219,113.77
4	\$28,595.74	\$6,573.41	\$35,169.15	\$ 190,518.03
5	\$29,453.61	\$5,715.54	\$35,169.15	\$ 161,064.42
6	\$30,337.22	\$4,831.93	\$35,169.15	\$ 130,727.20
7	\$31,247.34	\$3,921.82	\$35,169.15	\$ 99,479.86
8	\$32,184.76	\$2,984.40	\$35,169.15	\$ 67,295.11
9	\$33,150.30	\$2,018.85	\$35,169.15	\$ 34,144.81
10	\$34,144.81	\$1,024.34	\$35,169.15	\$ 0.00

**Proposed Amortization Schedule
General Fund Loan to Port and Harbor
Purchase of Lot 42**

Amount \$300,000.
Annual Interest Rate 3%
Years 6
Payments Per Year 1

Payment #	Principal	Interest	Payment	Balance
1 (2019)	\$26,169.15	\$9,000.00	\$35,169.15	\$273,830.85
2 (2020)	\$62,123.37	\$8,214.93	\$70,338.30	\$211,707.48
3 (2021)	\$63,987.08	\$6,351.22	\$70,338.30	\$147,720.40
4 (2022)	\$65,906.69	\$4,431.61	\$70,338.30	\$81,813.71
5 (2023)	\$67,883.89	\$2,454.41	\$70,338.30	\$13,929.82
6 (2024)	\$13,929.82	\$417.89	\$14,347.71	\$0.00

Total Interest to be Paid on Loan (Proposed Plan) = \$30,870.06

Total Interest to be Paid on Loan (Current Plan) = \$51,691.52

Proposed Savings of: \$20,821.46

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

3 Mayor/City Council

4 **RESOLUTION 19-061**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, ADOPTING THE
7 2020-2025 CAPITAL IMPROVEMENT PLAN AND ESTABLISHING CAPITAL
8 PROJECT LEGISLATIVE PRIORITIES FOR FISCAL YEAR 2021.
9

10 WHEREAS, Duly published hearings were held on September 9 and September 23, 2019 to
11 introduce the final draft of the 2020-2025 CIP and to obtain public comments on capital
12 improvement projects and legislative priorities; and
13

14 WHEREAS, The Council received comments from all of the City of Homer Advisory
15 Commissions and held a CIP worksession on August 26, 2019; and
16

17 WHEREAS, It is the intent of the City Council to provide the Governor, the State Legislature,
18 State agencies, the Alaska Congressional Delegation, and other potential funding sources with
19 adequate information regarding the City's capital project funding needs.
20

21 NOW, THEREFORE BE IT RESOLVED by the City Council of Homer, Alaska, that the "City of
22 Homer Capital Improvement Plan 2020-2025" is hereby adopted as the official 6-year capital
23 improvement plan for the City of Homer.
24

25 BE IT FURTHER RESOLVED that the following capital improvement projects are identified
26 as priorities for the FY2021 State Legislative Request:
27

- 28 1. Homer Barge Mooring & Large Vessel Haul Out Repair Facility
- 29 2. Large Vessel Port Expansion
- 30 3. Storm Water Master Plan
- 31 4. Main Street Sidewalk North
- 32 5. Multi-Use Community Center, Phase 1

33 BE IT FURTHER RESOLVED that projects for the FY2021 Federal Legislative Request will be:

- 34 1. Homer Barge Mooring & Large Vessel Haul Out Repair Facility
- 35 2. Large Vessel Port Expansion
- 36
- 37

38 BE IT FURTHER RESOLVED that the City Manager is hereby instructed to advise appropriate
39 State and Federal representatives and personnel of the City's FY 2021 capital project priorities and
40 take appropriate steps to provide necessary background information.
41

42 PASSED AND ADOPTED by a duly constituted quorum of the City Council for the City of
43 Homer on this 23rd day of September 2019.

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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, CITY CLERK

Fiscal Note: N/A



City of Homer

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Office of the City Clerk

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Memorandum 19-126

TO: MAYOR CASTNER AND CITY COUNCIL
FROM: MELISSA JACOBSEN, MMC, CITY CLERK
DATE: SEPTEMBER 17, 2019
SUBJECT: RESOLUTION 19-061

Resolution 19-061 was heard under public hearings and a motion to adopt passed at the September 9th meeting, however the approved CIP Schedule and the first whereas in the Resolution include a second public hearing on September 23rd.

The motion made at the September 9th meeting was an improper motion and per the current edition of Robert's Rules of Order can be considered null and void because it conflicts with a procedural rule of the local government, the approved schedule.

A second public hearing is scheduled and a proper motion to adopt can be presented following the hearing.



City of Homer

2020-2025 Capital Improvement Plan



Homer's Port & Harbor is a regional asset serving commercial fishing vessels from nearly every fishery in the State, the US Coast Guard and industrial support vessels whose delivery of supplies to industries and remote communities is foundational to Alaskan commerce at all levels.

Development of a haul out repair facility for large commercial vessels (pictured above) and a new large vessel moorage facility are top priorities in the City's CIP.



City of Homer

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Office of the City Manager

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September 23, 2019

To The Honorable Mayor and Homer City Council:

This document presents the City of Homer 2020 through 2025 Capital Improvement Plan. The CIP provides information on capital projects identified as priorities for the Homer community. Descriptions of City projects include cost and schedule information and a designation of Priority Level 1 (highest), 2 or 3. Projects to be undertaken by the State of Alaska and other non-City organizations are included in the CIP in separate sections. An overview of the financial assumptions can be found in the Appendix.

The projects included in the City of Homer's 2020-2025 CIP were compiled with input from the public, area-wide agencies, and City staff, as well as various advisory commissions serving the City of Homer.

It is the City of Homer's intent to update the CIP annually to ensure the long-range capital improvement planning stays current, as well as to determine annual legislative priorities and assist with budget development. Your assistance in the effort is much appreciated.

Katie Koester

City Manager



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 Removing Parking & Pavement Accessibility Barriers at City Facilities 12

 Self-Evaluation & Transition Plan for City Parks, Trails and Campgrounds 13

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Funded Projects from the 2019-2024 Capital Improvement Plan

The City of Homer is pleased to report that the following projects have been completed and/or funding procured:

- Emergency Radio Communication System

The Police Department secured FY2018 and reallocation grant funds from the AK Division of Homeland Security and Emergency Management to complete upgrades of the Homer Police Department radio system and repeaters. The City's systematic upgrade of its Emergency Radio Communication System will continue as other components of the project remain to be upgraded.

The following community project has been completed:

- Haven House Safety/Security Improvements



Introduction: The Capital Improvement Program

A capital improvement plan (CIP) is a long-term guide for capital project expenditures. The CIP includes a list of capital projects the community envisions for the future, and a plan that integrates timing of expenditures with the City's annual budget. The plan identifies ways a project will benefit the community, indicates the priorities assigned to different projects, and presents a very general target construction schedule.

A carefully prepared capital improvement plan has many uses. It can assist a community to:

- Anticipate community needs in advance, before needs become critical.
- Rank capital improvement needs in order to ensure the most important projects are given consideration for funding before less critical projects.
- Plan for maintenance and operating costs so expenses are budgeted in advance to help avoid projects that the community cannot afford.
- Provide a written description and justification for projects submitted for state funding so the legislature, governor and appropriate agencies have the information necessary to make decisions about funding capital projects.
- Provide the basis for capital projects as part of the annual budget.

A capital improvement project is one that warrants special attention in the municipal budget. Normally, public funds are not expended if the project is not listed in the CIP. A capital expenditure should be a major, nonrecurring budget item that results in a fixed asset with an anticipated life of at least three years. Projects eligible for inclusion in the City of Homer CIP have a lower cost limit of \$50,000 for City projects and \$25,000 for those proposed by non-profit organizations. Projects proposed by non-profit organizations and other non-City groups may be included in the CIP with City Council approval, but such inclusion does not indicate that the City intends to provide funding for the project.

The municipality's capital improvement plan is prepared in accordance with a planning schedule, usually adopted by City Council at the onset of the CIP process. A copy of the City of Homer CIP schedule appears in the appendix of this document.

The number of years over which capital projects are scheduled is called the capital programming period. The City of Homer's capital programming period coincides with the State's, which is a six year period. The CIP is updated annually, due to some of the projects being funded and completed within the year.

A capital improvement plan is not complete without public input. The public should be involved throughout the CIP process, including the nomination and adoption stages of the process. The City of Homer solicits input from City advisory bodies, advertises for public input during the CIP public hearing, and invites the public to participate throughout the entire process.

The City's capital improvement program integrates the City's annual budget with planning for larger projects that meet community goals. Though the CIP is a product of the City Council, administration provides important technical support and ideas with suggestions from the public incorporated through the entire process.

Determining project priorities: City of Homer CIP projects are assigned a priority level of 1, 2, or 3, with 1 being the highest priority. To determine priority, City Council considers such questions as:

- Will the project correct a problem that poses a clear danger to human health and safety?
- Will the project significantly enhance City revenues or prevent significant financial loss?
- Is the project widely supported within the community?
- Has the project already been partially funded?
- Is it likely that the project will be funded only if it is identified as being of highest priority?
- Has the project been in the CIP for a long time?
- Is the project specifically recommended in other City of Homer long-range plans?
- Is the project strongly supported by one or more City advisory bodies?

Once the overall CIP list is finalized, the City Council names a subset of projects that will be the focus of efforts to obtain state and/or federal funding in the coming year. The overall CIP and the legislative priority list are approved by resolution.



Integration of the CIP With Comprehensive Plan Goals

Each project listed in the CIP document has been evaluated for consistency with the City's goals as outlined in the Comprehensive Plan. The following goals were taken into account in project evaluation:

Land Use: Guide the amount and location of Homer's growth to increase the supply and diversity of housing, protect important environmental resources and community character, reduce sprawl by encouraging infill, make efficient use of infrastructure, support a healthy local economy, and help reduce global impacts including limiting greenhouse gas emissions.

Transportation: Address future transportation needs while considering land use, economics and aesthetics, and increasing community connectivity for vehicles, pedestrians and cyclists.

Public Service & Facilities: Provide public services and facilities that meet current needs while planning for the future. Develop strategies to work with community partners that provide beneficial community services outside of the scope of City government.

Parks, Recreation & Culture: Encourage a wide range of health-promoting recreation services and facilities, provide ready access to open space, parks, and recreation, and take pride in supporting the arts.

Economic Vitality: Promote strength and continued growth of Homer's economic industries including marine trades, commercial fishing, tourism, education, arts, and culture. Support development of a variety of well-defined commercial/business districts for a range of commercial purposes. Preserve quality of life while supporting the creation of more year-round living wage jobs.

Energy: Promote energy conservation, wise use of environmental resources, and development of renewable energy through the actions of local government as well as the private sector.

Homer Spit: Manage the land and other resources of the Spit to accommodate its natural processes, while allowing fishing, tourism, other marine-related development, and open space/recreational uses.

Town Center: Create a community focal point to provide for business development, instill a greater sense of pride in the downtown area, enhance mobility for all forms of transportation, and contribute to a higher quality of life.



State Legislative Request FY2021

City of Homer FY2021 State Legislative Priorities
approved by the Homer City Council
via Resolution 19-XXX

- 1. Barge Mooring & Large Vessel Haul Out Repair Facility - \$4,470,854**
- 2. Port & Harbor: New Large Vessel Moorage Facility - \$10,258,000**
- 3. Storm Water Master Plan - \$250,000**
- 4. Main Street Sidewalk Facility: Pioneer Avenue North - \$943,059**
- 5. Multi-Use Community Center, Phase 1 - \$500,000**



1. Homer Barge Mooring & Large Vessel Haul Out Repair Facility

Project Description & Benefit: This project provides safe moorage and an associated uplands haul out repair facility for large shallow draft vessels. This improvement supports the marine transportation needs of central and western Alaska. Because of the lack of facilities, these vessels currently have to travel to perform annually required maintenance and repairs which could otherwise be completed here in Homer. The facility benefits the local fleet of larger vessels as well as local marine trades businesses, and can accommodate the growing freight needs of existing Homer businesses.

The mooring facility, proposed along the beach front of Lot TR-1-A (between the Nick Dudiak Fishing Lagoon and Freight Dock Road on the west side of the harbor) will stage barges in the tidal zone with the bow end pulled tight to the beach for accessing a haul out ramp. A dead-man anchoring system will be provided for winching vessels up the ramp above the high tide line for maintenance and minor repairs. Upland improvements will include a large vessel wash down pad (which can also be used by recreational/sport boats), electrical pedestals, lighting, security fencing and a drainage/water management system to facilitate local, efficient and environmentally sound vessel repairs. This site has accommodated approximately six to eight vessels (depending on size) with ample workspace; it will offer barges the ability to complete their required annual maintenance at the uplands repair facility while wintering over.

Plans & Progress: Project development is being carried out in phases. Phase 1, initiated in 2014, consisted of forming a Large Vessel Haul Out Task Force to assist with site selection and completion of Best Management Practices, vessel owner use agreements, and vendor use agreements. Staff additionally completed a Stormwater Pollution Prevention Plan (SWPPP) with the Alaska Department of Environmental Conservation for a portion of lot TR-1-A. Since completing these basic requirements, the haul out area has become a popular repair site option for some of our large vessel owners. This further justifies additional investments to improve our ability to serve these customers and bring more of these customers to Homer.

Phase 2 is the design and construction of the barge mooring stations. Design and permitting for Phase 2 was initiated with \$255,000 in State Legislative Grant funds and is being completed with \$42,626 in additional City of Homer funds. Phases 3 will design and construct the upland improvements.

The project earned top ranking among four Kenai Peninsula projects that were ultimately submitted to the Alaska Office of the Economic Development Administration for inclusion on a list for potential federal infrastructure funding.



Three vessels hauled out for repairs on Homer Spit Lot TR 1 A.

Total Project Cost: \$4,768,500

2019: Phase 2 Barge Mooring Engineering/Permitting/Geotechnical/Design: \$297,646 (Funding competed.)

2021: Phase 2 Barge Mooring Construction: \$1,255,000

2022: Phase 3 Haul Out Repair Facility Design: \$178,400

Haul Out Repair Facility Construction: \$3,201,500

FY2021 State Request: \$4,470,854

(City of Homer 10% Match: \$447,085)



2. Homer Port & Harbor: New Large Vessel Moorage Facility

Project Description & Benefit: This project will construct a new large vessel moorage facility to the north of Homer’s existing Port and Harbor. It will enhance port capabilities by:

- Accommodating large commercial vessels (fishing vessels, work boats, landing craft, tugs, etc.) outside the small boat harbor. Currently, large vessels are moored at System 4 and System 5 transient floats. Due to shortage of moorage space, large vessels are rafted two and three abreast constricting passage lanes, creating traffic congestion and overstressing the floats. The new facility will address overcrowding and associated navigational safety concerns and high maintenance costs in Homer’s small boat harbor,
- Enabling Homer to moor an additional 40 to 60 large commercial vessels that potentially would use Homer Port & Harbor as a home port, but have been turned away due to their overall size, draft, or that the systems are working beyond capacity and we simply lack the space;
- Positioning Homer’s Port and Harbor to meet the demands of emerging regional and national economic opportunities such as the Cook Inlet Oil & Gas industry, a possible LNG export plant in Nikiski, the opening of the Arctic for research, transportation and resource development and the US Coast Guard’s long-term mooring needs. Currently, the USCGC *Hickory* moors at the Pioneer Dock which provides inadequate protection from northeasterly storm surges. The large vessel harbor will be built to provide protected and secure moorage suitable to accommodate USCG assets.

Centrally located in the Gulf of Alaska, Homer’s Port & Harbor is the region’s only ice-free gateway to Cook Inlet, the port of refuge for large vessels transiting the Gulf of Alaska, Cook Inlet, and Kennedy Entrance, and is the marine industrial and transportation system hub for central and Western Alaska. The new moorage facility will fill the unmet needs of large commercial vessels operating in the maritime industrial, marine transportation and commercial fishing industries.

Plans & Progress: The City, State of Alaska ADOT, and Army Corps of Engineers (ACOE) partnered on a port expansion feasibility study in 2004. At that time, preliminary results indicated the project’s Benefit to Cost ratio would be non-competitive for Federal funding so the study was put on hold. High demand and favorable changes in cost drivers since then prompted the City and the ACOE to reexamine feasibility utilizing a Section 22 Planning Assistance to States Program Study grant in 2018. The study’s positive results led to a recommendation by the ACOE to resume work on the Navigational Improvement Feasibility Study to dredge and build the new moorage facility. The City has formally expressed its intent to work with the ACOE on the Study and renew our partnership with the State of Alaska for technical expertise and funding, with the understanding that costs are shared 50% Federal, 25% City, 25% State.

Total Project Cost: \$124,233,000

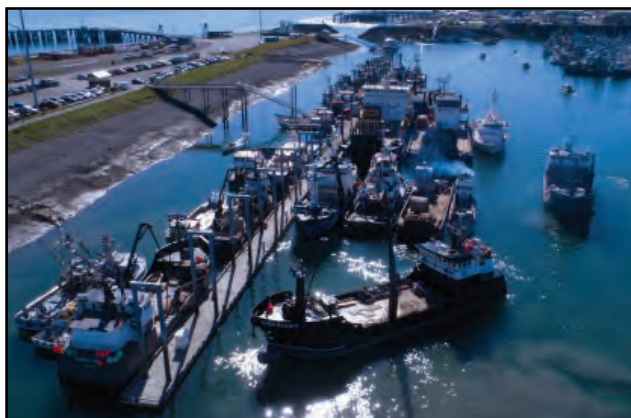
Design and Permitting: \$10,258,000

Breakwater Construction and Dredging: \$90,275,000

Inner Harbor Improvements: \$23,700,000

FY2021 State Request: \$10,258,000

(City of Homer 10% Match: \$1,025,800)



The large vessel port expansion adds a new basin with its own entrance adjacent to the existing Small Boat Harbor. It will relieve large vessel congestion in the small boat harbor and will provide secure moorage compatible with the USCG’s assets .



3. Storm Water Master Plan

Project Description & Benefit: The City of Homer has an outdated storm water master plan. The current plan was prepared in the 1980's, projecting only basin runoff flows. The existing storm drainage system is expanding and a comprehensive storm water plan is needed to more effectively plan and construct storm water infrastructure, including sedimentation/detention facilities, snow storage and water quality improvements.

A new master plan will outline how the City can:

- Identify current and future storm runoff flows from individual drainage basins within the community.
- Identify infrastructure needed to effectively collect, transmit, treat, and discharge surface water runoff to Kachemak Bay.
- Provide a staged approach to constructing needed infrastructure to serve an expanding/developing community.
- Establish pipe sizing, detention basin volumes, and cost estimates.
- Mitigate storm water runoff through the use of a wide variety of gray and green infrastructure practices and technologies that improve the quality and reduce the quantity of runoff discharging directly to receiving waters.
- Develop public education programs targeting specific stream degradation from storm water runoff.
- Provide storm water management systems and practices including collection, storage, conveyance and treatment structures that are components of a comprehensive plan to preserve or restore natural/stable in-stream hydrology.
- Identify projects that incorporate green infrastructure to manage, treat or reduce storm water discharges and urban non-point source runoff to the critical wildlife habitat of Kachemak Bay.

Plans & Progress: In 2019, the Department of Environmental Conservation awarded the City an Alaska Clean Water Actions stewardship grant to begin work on the Stormwater Master Plan. Grant funds will be used to produce baseline stormwater runoff information and identify low-impact development (or green infrastructure) opportunities for stormwater collection and treatment to minimize the ecological, economic and community impacts of runoff. Local planners, engineers and the public will use this information as a tool in the development of the Master Plan. Funds will also construct green infrastructure features at the new Homer Police Station which will include interpretive signage to teach the public about the value of green infrastructure .

Total Project Cost: \$320,000

2019 ACWA Grant: 70,000

FY2021 State Request: \$250,000
(City of Homer 10% Match: \$25,000)



A master plan is needed to address storm water management issues.



4. Main Street Sidewalk Facility: Pioneer Avenue North

Project Description and Benefit: This project will provide ADA-compliant sidewalks, curb and gutter on Main Street from Pioneer Avenue north to Bayview Park.

Main Street is Homer’s primary north-south corridor extending from Bayview Avenue (near the hospital) to Ohlson Lane (near Bishop’s Beach); it crosses Homer’s primary east-west thoroughfares, Pioneer Avenue and the Sterling Highway. It provides access to residential neighborhoods, South Peninsula Hospital and Bayview Park, yet has no sidewalks, making pedestrian travel unpleasant and hazardous. Sidewalks on this busy street will provide pedestrian safety, accessibility and enhance the quality of life for residents and visitors alike.

Plans and Progress: The need for Main Street sidewalks was first articulated in Homer’s 2004 Non-Motorized Transportation and Trail Plan. Main Street sidewalk improvements for the State-owned portion of Main Street (from Pioneer Avenue south) have long been a project in the CIP. Completing a sidewalk facility on the City-owned portion from Pioneer Avenue northward would provide a continuous, safe pedestrian route through the heart of Homer.

The overall project is conceived as sidewalks on both sides of Main Street from Pioneer Avenue to Bayview Park. A phased approach is suggested, beginning with sidewalk on the west side of Main Street only, first to Fairview Avenue, then to Bayview Park.

Plans & Progress: A engineer’s conceptual cost estimate for both phases of the project has been developed.

Total Project Cost: \$943,055

Phase I: \$422,604

Phase II: \$520,451

FY2021 State Request: \$848,750

(City of Homer 10% Match: \$94,305)



Pedestrian safety along Main Street, one of Homer’s primary north-south roads, would benefit from a sidewalk facility.



5. Multi-Use Community Center, Phase 1

Project Description & Benefit: This project is the first phase in designing and constructing a multi-use Community Center to adequately serve the social, recreation, cultural, and educational needs of the Homer community. Years of growing numbers of requests to Parks and Recreation for access to indoor facilities highlights the need for this project. A 2015 City of Homer Parks, Art, Recreation and Culture (PARC) Needs Assessment validated this perceived need. Incorporating an extensive public input process, the PARC Needs Assessment reflects the community’s high priority on community access to public recreational and educational spaces and identifies a community center as a significant future investment for the community.

The PARC Needs Assessment included a statistically valid survey question asking the community’s interest for constructing and funding an \$18 million facility. 30% of respondents agreed with the statement that this facility is a priority in the next five years; an additional 27% placed it as a priority in the next five to ten years. The success of this project requires sources for capital funding and a sound feasibility study to determine how ongoing operations would be funded.

Public input identified a general-purpose gymnasium and a multi-purpose space for safe walking/running, dance, martial arts, performing arts, community meetings and events, and dedicated space for youth as priority features. The PARC Needs Assessment describes the community center as a comprehensive multi-generational facility that offers something for people of all ages; an important part of the feasibility study will be to help avoid overbuilding, building without considering other area amenities, or underestimating operations and maintenance costs to create a vibrant, sustainable multi-purpose public space.

Plans & Progress: In 2017, community members completed construction on the South Peninsula Athletic and Recreation Center (SPARC) on Kenai Peninsula Borough School District property located adjacent to the Homer Middle School. SPARC offers indoor recreation and event space for activities such as indoor soccer, walking, and running; parent/child play groups; roller skating and roller derby; pickleball (with a non-regulation ball); and open gym.

In 2018 the Homer Education and Recreation Complex (HERC) Task Force completed several months of study and provided recommendations to the City Council regarding the future of HERC1. Based on Task Force recommendations the City Council requested letters of interest for use of the facility and issued a request for proposals to upgrade and manage HERC1 in spring 2019. No proposals were received and the City Council initiated steps to evaluate HERC1 demolition.

A reconnaissance or preliminary feasibility study will evaluate the size and type of facility, recommend functional spaces based on community need and not duplicating services, develop conceptual floor plans and site plans, estimate total construction cost, project ongoing operational costs and identify funding mechanisms.

Total Project Cost: \$500,000

FY2021 State Request: \$500,000
(City of Homer 10% Match: \$50,000)



The City of Unalaska’s Community Center is the hub of community activities. Centrally located, the Community Center is widely used by both residents and visitors. It has everything from a cardio and weight room to music and art areas.



Mid-Range Projects

Part 2: Mid-Range Projects

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ADA Transition Projects

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City Hall Access Barrier Removal

Project Description & Benefit: Under Title II of the Americans with Disabilities Act (ADA), all State and local governments must be accessible to, and usable by, people with disabilities. The basic principles of the ADA are equal opportunity, integration, and inclusion. From 2017-2019, the City of Homer ADA Compliance Committee and City Staff evaluated City Facilities to identify accessibility barriers. The results were compiled into the City's Transition Plan, in accordance with Title II of the ADA regulations. City Hall is one of the most used city buildings throughout the year and this project corrects access barriers (ADA Priority Level 1 issues) to get into the building.

City Hall access barriers include:

- Cross slopes that exceed 1:48 ratio for all designated accessible parking spaces;
- absence of van accessible parking;
- incorrect dimensions of accessible parking spaces;
- improperly located signage;
- absence of a level landing at the top of the curb ramp below the front entrance ramp;
- handrails on ramp protrude into the path of travel and reduces the width to less than 36" width requirement;
- push bar on main entrance door protrudes into the doorway and reduces the width of the opening to less than 32" width requirement; and
- front door entrance threshold height.

Plans & Progress: Public Works Staff assisted the ADA Compliance Committee during the self-evaluation process, and together with Port and Harbor staff helped develop solutions and remedies included in the Transition Plan. City Council approved the Transition Plan in Resolution 19-024. This project could potentially be addressed in conjunction with DOT&PF's Pioneer Avenue Repaving Project (currently scheduled for 2020) to take advantage of the paving equipment and contractors which will be mobilized locally.

Total Project Cost: \$400,000

Schedule: 2020

Priority Level: 1



The cross slope of the accessible parking spaces at the lower entrance to City Hall exceeds the maximum allowed 1:48 under ADA standards.



Nick Dudiak Fishing Lagoon Accessible Ramp and Retaining Wall

Project Description & Benefit: The Nick Dudiak Fishing Lagoon located on the Homer Spit (also known as the “Fishing Hole”) is a man-made marine embayment approximately 5 acres in size that is annually stocked with king and silver salmon smolts to provide sport fishing opportunity. Salmon fishing at the Nick Dudiak Fishing Lagoon brings visitors to Homer throughout the summer and is also popular with city residents. This outdoor recreation activity provides a local, road accessible, shore-based salmon fishery that attracts a wide array of sport anglers, including handicapped accessible and youth-only fishing opportunities. This outdoor recreational activity helps stimulate and diversify local businesses and the economy. During the summer when salmon are returning, up to 250 bank anglers have been present at any one time between 7 a.m. and 10 p.m. The parking area, shoreline and tide line 17 feet above mean high water are owned by the City of Homer. Below mean high water, the tidelands and water are owned by the State of Alaska.

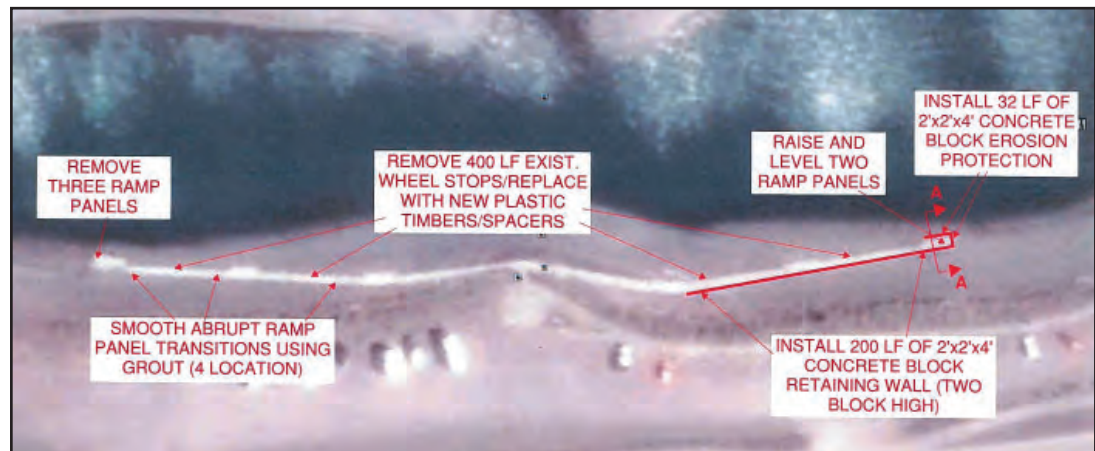
Over the years the accessible ramp has fallen into major disrepair and is no longer complaint or usable by anglers with mobility challenges. In 2018 the Alaska Department of Fish and Game attempted to provide funding for improvements to the accessible ramp, however funding was pulled.

Plans & Progress: The City of Homer ADA Compliance Committee has identified this improvement as a significant benefit and ADF&G has submitted a request for Fiscal Year 2021 to replace the South ADA ramp.

Total Project Cost: \$59,300

Schedule: 2021

Priority Level: 2



Homer Harbor and Public Works personnel working with the Alaska Department of Fish & Game developed this plan to make the Nick Dudiak Fishing Lagoon ramp accessible.



Public Restroom Accessibility Barrier Removal

Project Description & Benefit: Under Title II of the Americans with Disabilities Act (ADA), all State and local governments must be accessible to, and usable by people with disabilities. The basic principles of the ADA are equal opportunity, integration, and inclusion. From 2017-2019, the City of Homer ADA Compliance Committee and City Staff evaluated City Facilities to identify accessibility barriers. The results were compiled into the City's Transition Plan, in accordance with Title II of the ADA regulations. This project corrects barriers at City public restroom facilities. A clear path of travel to a bathroom and clearance for entry, maneuverability inside, and access to water closets, toilet paper, soap and hand towel dispensers or dryers, are just some of the key requirements of the ADA. These accessible features are required for public restrooms whether they are restrooms with stalls in a City building or individual bathrooms that are located on the spit and in town. Correcting these issues are a benefit the entire community.

Barrier removal in existing bathrooms include:

- Relocation of grab bars, toilet paper dispensers, coat hooks, and mirrors;
- moving tactical signage to the appropriate location on the left side of the entrance;
- adjusting the entrance threshold height;
- replacing toilets that are too high or have flush lever to the open side of the water closet;
- covering pipes below lavatories;
- replacing hardware on stall doors and bathroom doors;
- removing obstacles to clear floor space for wheelchair maneuverability, and;
- complete bathroom facility replacement.

Plans & Progress: Public Works Staff assisted the ADA Compliance Committee during the self-evaluation process, and together with Port and Harbor staff helped develop solutions and remedies included in the Transition Plan. City Council approved the Transition Plan in Resolution 19-024. This project could proceed in phases. Phase 1 would remove accessibility barriers in existing City restrooms, bringing them into ADA compliance. Many of the barriers exist in several restrooms and could be addressed through one project. ADA improvements to the Karen Hornaday Park restroom is not recommended due to the buildings advanced age and poor condition. Phase 2 is to remove and replace the bathroom at Karen Hornaday Park.

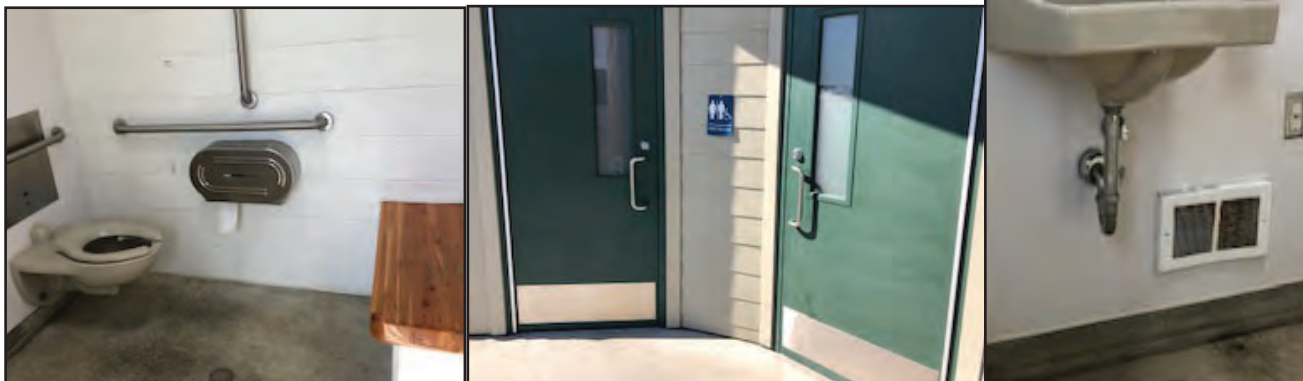
Total Project Cost: 400,000

Schedule:

2020-2021: Phase 1 Barrier removal in existing bathrooms \$75,000

2022-2023: Phase 2 Demo and replace existing bathroom at Karen Hornaday Park \$325,000

Priority Level: 1



This project will correct accessibility issues at City of Homer public restrooms. Some depicted here include improperly placed dispensers and grab bars, lack of wheel chair space from bench, incorrect door swing and lack of cover on the lower pipes



Removing Parking and Pavement Accessibility Barriers at City Facilities

Project Description & Benefit: Under Title II of the Americans with Disabilities Act (ADA), all State and local governments must be accessible to, and usable by, people with disabilities. The basic principles of the ADA are equal opportunity, integration, and inclusion. From 2017-2019, the City of Homer ADA Compliance Committee and City Staff evaluated City Facilities to identify accessibility barriers. The results were compiled into the City's Transition Plan, in accordance with Title II of the ADA regulations. This project corrects parking and pavement barriers (ADA Priority Level 1 issues) at City facilities to aid the entire community in accessing and participating in programs, services or activities provided by the City of Homer.

ADA regulations standardize the size and number of marked accessible parking spaces in a lot and appropriate signage placed such that it cannot be obscured by a vehicle parked in the space. Accessibility standards also require firm, stable and slip resistant surfaces. Many City of Homer facilities do not meet these standards.

This project will correct the following parking barriers in the vicinity of the Homer Harbor, and at Public Works, Homer Public Library, the Animal Shelter, Baycrest pullout bathroom facility and the Fire Hall:

- Absence of accessible parking;
- absence of van accessible parking;
- incorrect dimensions of accessible parking spaces;
- improperly located signage;
- accessible parking spaces where water pools and snow melt creates icy conditions that become hazardous in the winter;
- parking space identified in gravel lots that fail to provide a path of travel to a sidewalk or facilities; and
- cross slopes that exceed 1:48 ratio on paved lots.

Plans & Progress: Public Works Staff assisted the ADA Compliance Committee during the self-evaluation process, and together with Port and Harbor staff helped develop solutions and remedies included in the Transition Plan. City Council approved the Transition Plan in Resolution 19-024. This project proposes to proceed in two phases. Phase 1 includes at least eight paved accessible parking spaces and at least two van accessible spaces in the vicinity of Harbor Ramps 3, 4 and 5 and at public restrooms and resolving non-compliant signage and pavement marking. Phase 2 includes resolving non-compliant parking lot cross slopes and non-compliant signage and pavement marking at the remaining city facilities listed above. If not already completed, this project could potentially address cross slope corrections at City Hall (included in a separate CIP project) to take advantage of mobilized paving equipment and crews.

Total Project Cost: \$400,000

Schedule:

2020-2021: Phase 1 Harbor Accessible Parking,
\$50,000
2022-2023: Phase 2 City Facility Parking Lot Cross
Slopes & Signage, \$350,000

Priority Level: 1



Accessible parking spaces at Ramp 4 in the Port & Harbor provide an example of where spaces need to be paved and a path of travel provided to the sidewalk.



Self-Evaluation and Transition Plan for City Parks, Trails & Campgrounds

Project Description & Benefit: Under Title II of the Americans with Disabilities Act (ADA), all State and local governments must be accessible to, and usable by, people with disabilities. The basic principles of the ADA are equal opportunity, integration, and inclusion. The Self-Evaluation is a comprehensive report that outlines the barriers for people with disabilities as they seek to use local government services and programs. It is drafted by the state or local government in collaboration with and review by a sample user group of people with disabilities. It includes a transition plan of architectural and administrative barriers to programs that need to be removed in order to make the program accessible. Completion of this project will be a significant step meeting the requirements of Title II of the ADA, by having a full Self-Evaluation and Transition Plan for the City of Homer.

A completed Self Evaluation and Transition Plan will:

- Acknowledge the City's obligation to comply with ADA Title 2 Subpart D- Program Accessibility § 35.149 Discrimination prohibited;
- meet the requirement of ADA Title 2 Subpart D- Program Accessibility § 35.150 Existing Facilities, (d) Transition Plan;
- identify barriers to be resolved and establish a timeline for completion; and
- bring the City of Homer closer to its goal of being a Universally Accessible City as identified in Resolution 17-075(A).

Plans & Progress: In 2017, the City of Homer ADA Compliance Committee and City Staff began evaluating City facilities to identify accessibility barriers and prepared a Transition Plan, which City Council approved in 2019. Evaluating and preparing a plan for City Parks, Trails and Campgrounds exceeds the ability and time allowance of City staff and ADA Compliance Committee members. This project entails hiring a consulting firm that specializes in preparing ADA Transition Plans to evaluate City parks, trails and campground facilities for inclusion in the City's Transition Plan.

Total Project Cost: \$60,000

Schedule: 2020

Priority Level: 1



Accessibility improvements to trails, parks and campgrounds allows everyone to receive full benefits of Homer's park & recreation amenities.



Parks, Art, Recreation & Culture

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- **Karen Hornaday Park Improvements, Phase 218**



Bayview Park Restoration

Project Description & Benefit: Bayview Park is a small, relatively quiet fenced neighborhood park at the top of Main Street. The goal of this project is to improve the accessibility and safety of the Park and its playground elements with a focus on making the park more user-friendly to young children (infant-toddler-preschool age) and for children and parents/caregivers with disabilities or mobility issues.

A dedicated group of volunteers in Homer’s Early Childhood Coalition have adopted the park, created a park Master Plan and completed some improvements to the park: an embankment slide, log steps, and an alder fort and boulders. Homer’s Early Childhood Coalition continues to work to complete elements included in the Park’s Master Plan. In 2014, they completed an ADA accessible pathway and made temporary repairs to the perimeter fence. They are currently working to replace the fence, add new play equipment and extend accessible pathway to all play features.

- Summer 2021: Replace existing white picket fence with a wood frame-chain link fence to improve the stability and durability of the fence (current fence is in constant need of repair). Parents and caregivers appreciate having a fence as it provides a level of safety for young children around the busy roads and ditches surrounding the park.
- Summer 2022: Upgrade ground cover to playground standards, replace jungle gym, add additional swing port, and extend ADA trail to new elements as needed. The goal is to provide new playground elements that are designed for younger/toddler age and to have some accessible for children with disabilities.

Plans & Progress: In 2011 Homer Early Childhood Coalition raised money and funded a new slide and boulders that were installed by the City of Homer. Several parents built and installed stepping logs and 2 small “bridges”. In 2013 Homer Early Childhood Coalition coordinated with Corvus Design to meet with local families and children for project ideas and create a master plan with cost estimates. \$5,347.76 was raised to pay for design costs and install new play elements. ADA parking and access trail improvements were completed in 2014 utilizing in-kind donations of equipment and labor and an additional \$5,118 in fundraising dollars.

Total Project Cost: \$189,974

Schedule: 2021-2022

Priority Level: 2



Though charming, the white picket fence that surrounds Bayview Park is in need of constant repair. A more practical chain length fence is needed to keep young children out of roads and ditches.



Homer Spit Trailhead Restroom

Project Description & Benefit: The parking lot at the intersection of the Ocean Drive bike path and Homer Spit Trail gets heavy use year round. The Spit trail is a popular staging area for biking, running, walking, and roller blading. Parents bring their young children to ride bikes because the trail is relatively flat and has few dangerous intersections. An ADA accessible restroom would be used by recreationalists and commuters using both trails.

Total Project Cost: \$295,000

Schedule: 2023

Priority Level: 3



The parking lot at the Spit trail head full of cars on a sunny day.



Jack Gist Park Improvements, Phase 2

Project Description & Benefit: Jack Gist Park has been in development since 1998 on 12.4 acres of land donated to the City of Homer by a private landowner. As originally envisioned by the Jack Gist Recreational Park Association, this parcel has been developed primarily for softball fields. It also features a disc golf course.

The proposed project will complete Phase 2 by improving drainage around the upper ball field, constructing a concession stand/equipment storage building adjacent to the softball fields, and developing an irrigation system utilizing a stream on the property in conjunction with a cistern. Phase 3 will provide potable water (water main extension), construct a plumbed restroom, and acquire land for soccer fields.

Plans & Progress: Phase 1 of this project was completed in 2011 after a five year period of incremental improvements. In 2005-2006, a road was constructed to Jack Gist Park from East End Road, a 70-space gravel parking area was created, and three softball fields were constructed including fencing, dugouts, and backstops. In 2008, bleachers were installed at all three softball fields. In 2009, three infields were resurfaced. In 2010, with volunteer help, topsoil was spread and seeded on two of the three fields and the parking area was improved and expanded. 2011 saw improvements to the third ball field: drainage improvements on the outside perimeter (right and left field lines), imported material to improve the infield and topsoil and seeding to improve the outfield.

Total Project Cost: \$160,000

Drainage: \$50,000

Concession Stand and Equipment Storage: \$75,000

Irrigation System: \$35,000

Schedule: 2021-2022

Priority Level: 2



One of the softball fields at Jack Gist Park.



Karen Hornaday Park Improvements

Project Description & Benefit: Homer’s popular Karen Hornaday Park encompasses baseball fields, a day use/ picnic area, a playground, a campground, and a creek on almost 40 acres. It also hosts community events such as the Highland Games. The Karen Hornaday Park Master Plan, updated and approved in 2009, sets forth goals and objectives to be accomplished over a 10-year period.

Presently, Phase 2 improvements providing safe and inclusive access to the park and its essential facilities are underway. Thanks to volunteer efforts and HART Program funding, significant trail access improvements were completed in 2018: (1) an access trail along Fairview Avenue on the southern border of the park that extends up into the park along the park access road, and (2) the Woodard Creek Nature Trail provides pedestrian access from Danview Avenue and allows people to enjoy and appreciate Woodard Creek. In 2019, the City plans to adjust the road alignment entering the park, and better delineate the eastern overflow parking area. This will increase pedestrian safety from the parking areas to the main portion of the park.

Phase 3, is the replacement of the central restrooms for the park, and increasing ADA accessibility to the restrooms, parking area and main picnic facility. The current restrooms are well past their useful life and will need total replacement in the near future. The travel surface from the parking area to the restrooms and the main picnic shelter is too steep and uneven for universal access. This phase includes rebuilding ADA compliant restrooms, parking spaces, path to restrooms, path to the picnic shelter, and paved area around the BBQ’s and fire pit area.

Plans & Progress: Phase 1 of park improvements were accomplished through an Alaska Legislature appropriation of \$250,000 in FY 2011. This money, together with City funds and fundraising by HoPP (an independent group organized to make playground improvements), helped complete Phase 1: drainage improvements, ballfield improvements, new playground, new day use area and northern parking lot improvements. The City received a Land and Water Conservation Fund (LWCF) grant for campground improvements and development of a new day use area between the two ball fields which was completed in 2014. For 2019, the City budgeted funds for minor road alignment work, speed bumps and parking lot reconfiguration.

Phase 3: The City has conducted a site visit with the local independent living center to access the access problems and potential solutions. Additionally, the City has an adopted ADA Transition Plan, adopted in 2019, that prioritizes upgrades to parking, access routes, equitable access, and restrooms.

Total Project Cost: \$1,970,750

Schedule: 2019 - 2022

Priority Level: 1



Upper Woodard Creek Nature Trail and an access trail along Fairview Avenue were completed in 2017 with volunteer labor and a small amount of City funds.



The road into Karen Hornaday Park is between the park and the parking lot, requiring children to have to cross traffic to get to the park’s attractions. Traffic calming features are scheduled to be completed in 2019.



Port and Harbor

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Deep Water/Cruise Ship Dock Expansion, Phase 1

Project Description & Benefit: Upgrades to the Deep Water/Cruise Ship Dock are necessary to provide a facility that can accommodate multiple industry groups and provide the greatest economic benefit to the area. A feasibility study of expanding and strengthening the dock (with later phases including a terminal building and other upland improvements) is nearing completion. Expansion increases the Port & Harbor's capability to support regional resource development initiatives with moorage and a staging area for freight service to the Lake and Peninsula Borough (via the Williamsport-Pile Bay Road) and to potential future Cook Inlet region resource development projects. There is current demand for modifications to the existing dock to accommodate long-term mooring of large resource development vessels such as timber, mining and oil and gas barges, and as designed, the dock will be able to handle icebreakers, of particular importance given Alaska's strategic arctic location.

The facility will boost cargo capability. The City has a 30-acre industrial site at the base of the dock which can support freight transfer operations and serve as a staging area for shipping to and from the Alaska Peninsula, the Aleutians, and Bristol Bay. Handling containerized freight delivery to the Kenai Peninsula would reduce the cost of delivering materials and supplies to much of the Peninsula. The dock expansion will also enhance cruise ship-based tourism in Homer by providing moorage at the dock for two ships (a cruise ship and a smaller ship) at the same time, reducing scheduling conflicts.

Finally, improvements to the dock will fulfill a contingency planning requirement under Homeland Security provisions. The Port of Anchorage, through which 90% of the cargo for the Alaska Railbelt areas and the Kenai Peninsula passes, is vulnerable. If the Port of Anchorage were to be shut down and/or incapacitated for any reason, Homer's port would become even more important as an unloading, staging, and trans-shipping port.

Plans & Progress: In 2005 the City of Homer spent \$550,000 for cathodic protection of the existing dock and conceptual design of an expanded dock. \$2 million in federal transportation earmark funds were appropriated in FY2006 to prepare preliminary design and conduct further economic analysis. The Alaska Legislature appropriated an additional \$1 million for FY2011. Homer City Council has authorized the sale of \$2 million in bonds to help fund the construction of this project. The City started on project design and feasibility with R&M consulting to begin design and feasibility. To date, the team completed an extensive conditions survey of the existing infrastructure, bottom condition survey, soils core drilling, and a very detailed tide/current profile for the dock. The feasibility study helped identify the best option for expansion to improve freight and cargo handling capabilities. Some uplands improvements have been completed to benefit cargo movement and storage on land close to the deep water dock: paving outer dock truck bypass road, removing the old wooden fence around the concrete storage yard and replacing it with a chain link fence, stormwater runoff handling, lighting and security cameras.

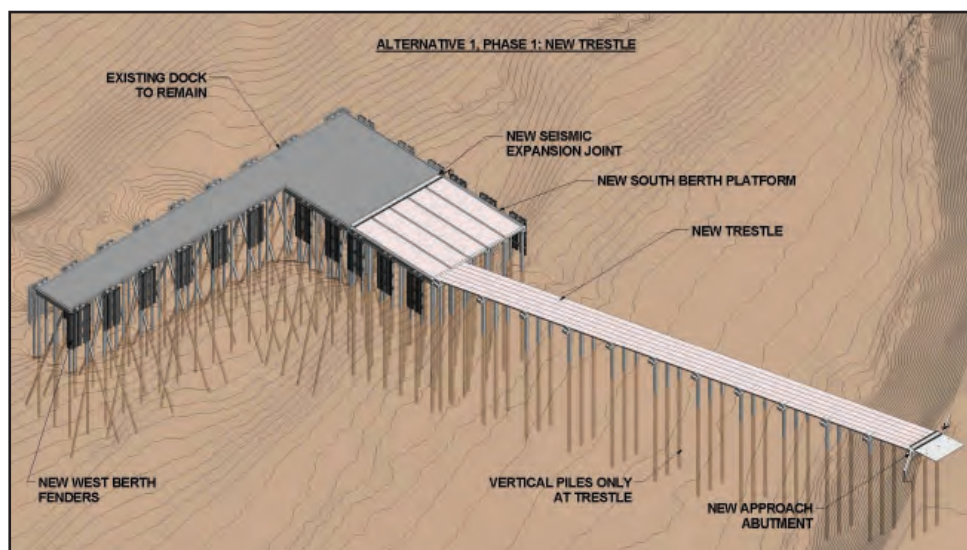
Total Project Cost: \$35,000,000

Feasibility: \$1,250,000
(Completed September 2016)

Design: \$1,750,000

Construction: \$32,000,000

Priority: 2



Deep Water Dock Expansion proposed design.



Harbor Ramp 8 Public Restroom

Project Description & Benefit: Ramp 8 serves System 5, the large vessel mooring system. Previously, restroom facilities for Ramp 8 consisted of an outhouse. This outdated restroom brought many complaints to the Harbormaster’s office. Sanitary restroom facilities are expected in modern, competitive harbors along with potable water and adequate shore power. The Ramp 8 outhouse was removed in 2015. A new public restroom in this location is needed to serve the crew members of large vessels when they come to port.

Plans & Progress: Design costs for this project would be minimal as the City has standard public restroom plans engineered that can be easily modified for this location.

Total Project Cost: \$295,000

Schedule: 2024

Priority Level: 3



Ramp 8 sees heavy use from crews of large vessels moored in System 5. Since this outhouse was removed in 2015, crews either use a porta potty provided by the Port & Harbor, or walk 1.5 blocks to use the nearest restroom facility.



Homer Harbor Cathodic Protection

Project Description & Benefit: Homer Harbor’s float system is comprised of 161,000 square feet of concrete and wood floats supported by over 500 steel pilings. Steel has a number of characteristics that make it desirable for structural use in harbors, including the ability to last almost indefinitely if properly protected from the destructive effect of electrolysis. Corrosion stemming from electrolysis, however, dramatically shortens the useful life of the pilings.

Most of the float system piling in Homer Harbor predates the 1999 ownership exchange from the State to the City of Homer. When originally installed, a hot-dipped galvanized coating protected the piling. This coating is typically effective between 15 and 20 years. Harbor pilings range in age from 34 to 26 years old.

Over time, electrolysis has depleted this original protective coating to the point where it is no longer protecting the pilings. The potential readings obtained in a cathodic protection half-cell survey in 2018 were -0.60, a reading that indicates freely corroding steel according to National Association of Corrosion Engineers (NACE) Standards.

This project proposes to install a passive cathodic protection system to fully protect the saltwater and soil submerged harbor pilings from corrosion. The method selected provides zinc anodes attached externally to the pile as a “sacrificial” source of positively charged ions. The anode material oxidizes preferentially to the steel, greatly reducing or eliminating the rusting of the steel piles.

The long-term benefit is to extend the remaining safe and usable service life of the harbor float system, at least an additional 20 years and perhaps indefinitely, avoiding the high costs of limiting allowable loads on corroded load-bearing piles and eventually repairing or replacing structurally disabled piling.

Plans & Progress: The City began the process of installing cathodic protection in 2018. As part of that project, R&M Engineering designed a cathodic protection program for the entire harbor float system. The sacrificial anode system was selected as it has the advantage of being relatively simple to install, is suitable for localized protection, and less liable to cause interaction on neighboring structures.

Utilizing \$200,000 in Port and Harbor reserve funds, the City contracted a firm to install zinc anodes on 139 of the 500 harbor piles. Test results from a post-construction cathodic protection survey verified that the system is providing adequate levels of cathodic protection to the piles as defined by the applicable NACE International Standards SP0176-2007.

It is our goal to get this work done as quickly as possible to preserve the integrity of the foundation of the float system harbor-wide.

Total Project Cost: \$914,240

Cathodic Protection 2018: \$200,000
(139 pilings completed with City of
Homer Port & Harbor Reserve funds)

Cathodic Protection 2019 \$714,240
(protect remaining pilings)



Example of the damage electrolysis causes to harbor pilings. This broken piling in 2012 caused the R & S floats in the harbor to be condemned until it could be repaired.

Schedule: 2020

Priority Level: 1



Ice Plant Upgrade

Project Description & Benefit: The ice plant at the Fish Dock is a critical component of the overall Port and Harbor enterprise, providing more than 3,500 tons of flake ice each year to preserve the quality of more than 20 million pounds of salmon, halibut, sablefish, and pacific cod landed at the Port of Homer.

Although the Ice Plant has been maintained very well since being built in 1983, efficiencies may be gained by upgrading certain key components of the plant with current technologies, which may include replacing the refrigeration compressors, integrating natural gas into the process, and/or upgrading the control systems to increase the plant's efficiency and reduce operating costs.

Plans & Progress: This project is proceeding in a two-phase approach. Phase 1 initiated in 2019 with the City awarding a contract to Coffman Engineering Firm from Anchorage for the purpose of performing a site visit to Homer's Ice Plant to create a list of recommendations/options for upgrading the facility. Goals for this evaluation are to address energy savings solutions to help lower operational costs, plant maintenance, longevity and return on investment. We would specifically ask if and how natural gas could lower costs and we would also want to address the need of creating a year-round cold storage refrigeration system as an upgrade to the original plan.

Total Project Cost:

Phase 1: \$40,000

Phase 2: TBD based on consultant recommendations and upgrade plan adopted.

Schedule:

2019: Phase 1 completion and upgrade plan finalized;

2020: Design and engineering for upgrades;

2021: Upgrade ice plant.

Priority: 1



Four of the Ice Plant's aging compressors are shown here.



Large Vessel Sling Lift, Phase 1

Project Description & Benefit: During the investigation conducted in 2014 by the Large Vessel Haulout Task Force, the Task Force quickly recognized a need to provide haulout services to all vessels that moor in the harbor. As a first step in filling this need, the Port & Harbor developed an airbag haul-out system on available tidelands within the harbor. This system has proved successful.

However, it works only for part of the fleet: large, flat-bottomed, shallow draft vessels. Much of the fleet in the harbor is not able to use this system because of the vessel's deep draft hull configuration. A lift in a local commercial yard is being expanded to accommodate vessels up to 150 tons, which will accommodate most limit seiners and many of our larger boats. Homer will still lack haulout services for deep draft vessels larger than 150 tons.

A sling lift has been proposed as a possible haulout solution for vessels that are not currently being served in Homer. The lift, coupled with an on-site repair yard would provide these vessel owners the option to perform their annually required maintenance and repairs locally without having to travel, similar to how large shallow draft vessels currently utilize the airbag system. Haul outs ease the burden of travel for the vessel owners during the winter season and, as an added bonus, generate business to help sustain local marine trades.

The sling lift facility is proposed for the old chip pad to provide an on-site repair yard.

Plans & Progress: Project development will have two phases. The first phase will be a comprehensive study about how to best build and operate this new service at the Port of Homer. It will address if the proposed location is compatible, and include engineering and design options and a cost-benefit analysis. The study will also research options for operating this new service, providing an analysis of various ownership and operating models such as privately owned and operated with a lease to the Enterprise, a public private partnership, or alternatively, municipally owned and operated by the City using Enterprise employees. It will also work on regulatory requirements such as a Stormwater Pollution Prevention Plan (SWPPP) with the Alaska Department of Environmental Conservation.

Phase 2 will be acquisition of the sling lift and construction of the support infrastructure after considering the results of the phase one study.

Total Project Cost: \$65,000 (Phase 1)

Schedule: 2021

Priority Level: 2



An example of a sling lift and adjacent repair yard area.



Old Main Dock Removal and Disposal

Project Description & Benefit: This project will remove the old Main Dock from inside the Pioneer Dock facility and dispose of or salvage all associated materials. The old Main Dock was the original ocean dock in Homer, built in 1965 at the time of the first dredging for the Homer Harbor. When the Main dock was no longer safe to be used as a commercial pier in 2001, the City built the new Pioneer Dock around it, leaving the Main Dock in place.

The Main Dock has become a safety hazard and potential liability for the City. It has deteriorated to the point that it is unsafe even for an individual to walk on.

Plans & Progress: Identifying this project in the Capital Improvement Plan aids in the project's first step, which is to search and solicit sources of financial aid for the project. For instance, it is possible it would qualify under a State or Federal initiative for waterfront renewal or rehabilitation. Removal of the Main Dock can be achieved using a variety of heavy equipment and disposal methods that satisfy safety, environmental and building requirements.

Total Project Cost: Unknown. Methods for removal presented by interested contractors at a later date will help hone the scope of work and cost requirements for this project.

Priority Level: 3

Schedule: 2023



The former Main Dock in Homer's Port & Harbor is over fifty years old, defunct and deteriorated to the point that it is a hazard and a liability.



System 4 Vessel Mooring Float System

Project Description & Benefit: System 4 is made up mostly of floats that were relocated from the original harbor construction in 1964. In the 2002 Transfer of Responsibility Agreement (TORA) project, System 4 was completed by moving the old floats into place. Within two years it was filled to maximum capacity. System 4 floats are over 20 years beyond their engineered life expectancy and are showing their age. This project can be done in phases.

Plans & Progress: Phase 1 floats HH, JJ, and headwalk float AA between those floats were replaced in fall of 2014. Power and water was extended from ramp 7 to JJ and HH as part of the same project. A new landing float was installed for Ramp 7 in the spring of 2014. Phase 2 floats CC, DD, EE, GG will be replaced next.

Total Project Cost: \$5,600,000

Schedule:

2021 Design: \$600,000

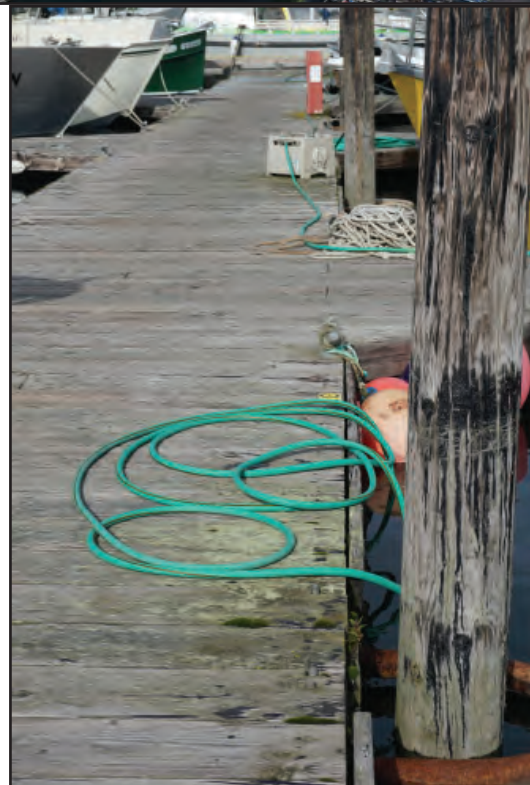
2021-2024 Construction: \$5,000,000

Priority Level: 3



System 4 ramps to be replaced next.

Detail of aging Float DD, at right.





Seafarers Memorial Parking Expansion

Project Description & Benefit: This project would use materials from dredging the harbor to build up a parking lot between Seafarers Memorial and the east end of the nearby boardwalk complex. The additional parking will be a welcome improvement as it is often hard to find parking during peak summer months on this section of the Spit. The project has the added benefit of replenishing the beaches on the east side of the Spit and protecting infrastructure from erosion. The material will be placed on the beaches as part of the Army Corps of Engineers' dredging/disposal operations. Funding is needed to supplement hauling costs, compact material, cap with gravel and pave the lot. A Corps permit will be needed to accomplish this work.

Plans & Progress: The City has appropriated \$15,000 for the Homer Area Roads and Trails (HART) fund for preliminary engineering design and permitting. 95% of engineering design work was completed in 2015. A phased approach to construction will be used.

Total Project Cost: \$635,000

Schedule:

2017: Design and Permitting at 95% complete: \$8,000

2019: Conditional Use Permit Application submitted to Planning Department

2020: Dredged Material Placement by Corps: In kind

2021: Install drainage, riprap protection, paving/stripping and all parking lot delineation: \$627,000

Priority Level: 1



This project would fill in, level and pave the grassy area pictured above between the Seafarer's Memorial and the nearby boardwalk.



Truck Loading Facility Upgrades at Fish Dock

Project Description & Benefit: Approximately 22 million pounds of fish are landed at the Homer Fish Dock each year and loaded onto trucks. The resulting truck, fork lift, and human traffic creates considerable congestion as fish buyers jockey for space to set up portable loading ramps. Lack of adequate drainage in the area creates further problems as the vehicles must maneuver in soft and often muddy conditions.

This project will construct a loading dock to facilitate the loading of fish onto trucks. In addition, it will provide for paving of Lot 12-B and other improvements to address the drainage problems that impact the area.

Total Project Cost: \$300,000

Schedule: 2022

Priority: 3



Currently at the Fish Dock, fish buyers have to contend with a muddy lot and lack of a loading dock to facilitate the transfer of fish to trucks.



Wood Grid Replacement

Project Description & Benefit: The Wood Grid is a series of benches (in this case wooden beams) laid out on intertidal land that can support a boat for hull repairs during low tides. Vessels float over the grid at high tide and then set down on the grid as the tide recedes. Vessel owners are able to do minor repairs and inspections to their vessels hulls while “dry” on the grid and refloat with the incoming tide.

The Wood Grid is one of two tidal grids that the Port and Harbor operates. Because of our large tidal exchange in Kachemak bay, Homer’s tidal grids are likely one of the most useful vessel grid systems in the world. They utilize the tides to our advantage to provide an inexpensive way for vessel owners to maintain their vessels’ hulls.

Homer’s Wood Grid was originally built 40 years ago and accommodates vessels up to 59 feet with a 50-ton limit. Other than the walkway replacement that occurred in 2001, the wood grid has seen very little in terms of upgrades since.

Three particular issues would likely be addressed in an upgrade. Gravel has migrated downhill and filled in between the benches, making it increasingly difficult for people to actually to get under the vessels on the grid to perform repairs. A second issue is with the Wood Grid’s retaining walls. Due to age, the upper wall is no longer retaining infill from the bank above and the lower submerged wall has degraded to the point that staff are not able to repair it. Another concern is that the benches and the buried pile that support them have deteriorated to the point that staff is unable to repair them. At a minimum the piles and benches will need to be replaced.

Plans & Progress: This project would consist of two phases. The first phase is preliminary engineering and design to ascertain the scope and cost of the improvement, including what permitting is required. The second phase would be construction.

Total Project Cost:

Phase 1: Engineering and design: \$25,000

Phase 2: Construction: to be determined in Phase 1.

Schedule: Phase I: 2021

Priority Level: 1



The Wood Grid in Homer’s Port and Harbor was originally built 40 years ago and accommodates vessels up to 59 feet with a 50 ton limit. Other than replacing the walkway in 2001, the wood grid has seen very little in terms of upgrades since.



Public Safety

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Radio Communications System Upgrade 31**
- **Fire Department Fleet Management 32**
- **Fire Hall Expansion, Phase 1..... 33**



City of Homer Radio Communication System Upgrades

Project Description & Benefit: The City's radio communication system is a complex, high-tech, multi-component communication infrastructure that serves the daily needs of the Homer Police, Fire, Port & Harbor and Public Works Departments and is critical for effective emergency response to natural disasters and man-made incidents. Communication system technology has changed tremendously during the last thirty years of the digital age. It is now completely digital, can carry encrypted data in addition to voice communications and must comply with FCC bandwidth requirements.

Homer's communication system (consisting of the Public Safety Radio System, the Port and Harbor Radio System and the Public Works Radio system) needs upgrading to keep up with technological advances, comply with new FCC bandwidth requirements, maintain interoperability with all local, borough and state agencies utilizing the ALMR system and maintain software updates and other manufacturer product support.

The goal of this project is to upgrade the entire radio communication system by 2020 to stay within FCC compliance.

Plans and Progress: Progress on this project has been incremental with assistance from Alaska State Homeland Security grant funds. To date, the main dispatch console, two City of Homer repeaters, two emergency backup dispatch radios and all Police Department radio units have been upgraded. Components still needing upgrades are listed under the Total Project Cost section below.

Total Project Cost: \$850,362 - \$950,362

(\$560,362 of total project cost has been funded through State Homeland Security and Emergency Management grant awards.)

Public safety repeater relocation on Homer Spit:	\$ 35,271 (completed)
Dispatch consoles and associated equipment:	\$ 296,000 (completed)
Public Safety repeater upgrade:	\$ 63,430 (completed)
HPD Public Safety radios:	\$ 165,661 (completed)
HVFD Public Safety radios	\$ 100,000 - \$120,000
Port & Harbor radios and possible repeater:	\$ 40,000 - \$ 70,000
Public Works radios:	\$ 100,000 - \$120,000
Public Works data radio system:	\$ 50,000 - \$ 80,000

Schedule: 2019-2022

Priority: 1



City-wide radio system upgrades are needed to maintain full communication operability.



Fire Department Fleet Management

Project Description & Benefit: To meet the community's fire protection needs and Insurance Services Office (ISO) requirements, Homer requires two Tankers for off-hydrant operations, three front-line Fire Engines and one Reserve Fire Engine. National Fire Protection Agency codes recommend maintaining apparatus with the latest safety features and operating capabilities to maximize firefighting capabilities while minimizing the risk of injuries. Apparatus in first-line service should not be more than 15 years old; apparatus over 25-years old and properly maintained should be placed in reserve status.

Many of the apparatus and specialized vehicles in the Homer Volunteer Fire Department fleet are 15 years to over 30 years old and at the end of their functional life. Functional capabilities and safety features of fire apparatus has greatly improved in the last 10-15 years. Current apparatus have fully enclosed cabs, modern seat belt configurations, improved roll-over stability, significantly improved braking systems, better roadability, and many other safety improvements. Apparatus over 25 years old also become unreliable. Systems fail, putting both firefighters and the public at risk. Extending the life to 30 years may be marginally acceptable with the volume of HVFD runs, but anything beyond that poses an unacceptable level of risk.

The HVFD fleet is in need of a number of vehicle replacements to safely and efficiently protect the lives and property of Homer residents. The Department has developed a strategic, cost saving approach to meeting Homer's fire protection needs with the following top-prioritized replacements:

Tanker-2 is a 31-year old Tanker/Pumper. Tanker/Pumpers combine the capabilities of a Fire Engine and a Tanker, fulfilling response vehicle requirements with four vehicles rather than six at a huge savings of two fewer apparatus and reduction of the number Fire Station Bays needed. This project replaces Homer's Tanker-2 while Kachemak City simultaneously replaces its 34-year old Tanker-1. This will require coordinating the acquisition of the two apparatus to potentially reduce the unit cost and to assure matching Apparatus for interoperability. \$650,000

Brush-1. Brush-1 is a 1990 Ford F-350 Crew Cab Pickup with a forestry firefighting slip-in unit. It is HVFD's single front-line wildland firefighting apparatus and is 15 years past its useful life. The entire City of Homer is in the Wildland-Urban Interface (with the exception of most of the Spit) and at significant risk from wildfire. The City is also often called to provide mutual aid in wildland fires in neighboring Anchor Point and KESA districts. Brush Trucks are designed to provide a rapid response to wildfires and to provide access to areas that will not support the weight or dimensions of larger fire trucks. Brush-1 is overloaded with a crew of four firefighters, a slip on firefighting unit with 200 gallons of water and the required firefighting tools and hoses. It has none of the safety systems on current vehicles, including airbags for the front seat occupants. \$95,000

Command-1, a 2006 Ford is as a rolling command post that sets up at incidents to provide for incident command especially at complex or lengthy incidents. At 15-years old, Command-1 lacks a command module used for properly providing scene control and tactical decision-making and lacks effective communication capabilities, which is a key component to incident command and a safety priority. \$80,000

Plans and Progress: HVFD developed a fleet replacement plan that places apparatus on standard replacement cycles consistent with NFPA requirements and community needs. These three pieces of equipment are the highest priority.

Total Project Cost: \$825,000

Schedule: 2021

Priority Level: 1



At 31 years old, HVFD's Tanker 2 has aged out of its function life. Newer models, like the one above, have greatly improved functionality and safety features.



Fire Hall Expansion, Phase 1

Project Description & Benefit: In 2014, in response to aging and crowded conditions, the City assessed Homer’s emergency services space needs. Initial plans to correct building and space inadequacies was to co-locate the Police and Fire stations within a new Public Safety facility. However, ultimately, the decision was made to build a stand-alone Police Station and defer expansion of the Fire Hall. For the interim, the City addressed much needed deferred maintenance at the Fire Hall, which included conversion to natural gas, improved air handling, fixing floor drainage issues in Bays 2 and 3, and general refurbishing of wall and floor finishes and kitchen cabinets. While the plan initially called for adding 2,000 square feet to meet minimum space needs, in the end, nothing was done to address inadequate facility space.

This project resumes the process to expand the Fire Hall, either through enlarging and extending at the current site or replacement. The current site, centrally located with access to Pioneer Avenue and Lake Street is an optimum location, but expansion is required to meet minimum space requirements for firefighting apparatus, provide an adequate number of offices and bunk rooms and sufficient storage, parking and drill training spaces.

Plans & Progress: This project can progress in phases. Phase 1 includes pre-development work: updating the needs assessment to reflect current departmental conditions/needs and a stand-alone Fire Station facility, determining site feasibility, the potential to include the old Police Station into the design and preliminary design drawings.

Total Project Cost: Design phase \$350,000

Schedule: 2020

Priority Level: 1



Two examples illustrating the department’s need for additional space: parking area in the equipment bay does not meet minimum space requirements for firefighting apparatus and insufficient storage capacity .



Public Works Projects

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- **Raw Water Transmission Main Replacement36**
- **Water Storage/Distribution Improvements37**



New Public Works Facility

Project Description & Benefit: The Public Works Department, located at the bottom of Heath Street, has outgrown its facilities. Additionally, the new Tsunami Inundation map shows the potential for a 30' high wave moving through the complex. The Public Works facility and associated heavy equipment is critical infrastructure for response and recovery activities before, during and after a disaster. To be best prepared to safeguard public health and safety, a new site and administrative/maintenance support infrastructure for Public Works should be developed. Building maintenance (located in HERC 2) may soon need a new location as well.

Based on an evaluation of current and future needs (see table), it is expected that a new site containing all Public Works maintenance facilities would require 4.6 acres. Ideally, this site would be located outside the tsunami inundation zone, within or close to the Central Business District, and compatible with adjacent land uses. The facility will be sized to provide for current and future administrative and customer support personnel; road, drainage, building, water, sewer, motor pool maintenance activities; and equipment/materials storage

The existing Public Works site could be converted into public summer use open space (adjacent to the animal shelter, Beluga Slough, and conservation land) and provide space for environmentally sensitive snow storage in the winter.

Plans & Progress: This project will most likely be completed in three phases consisting of concept design and property acquisition, full design and construction. The proposed timeframe is to prepare a concept design in 2020/2021; purchase property in 2025; design facility in 2026/2027; begin construction in 2029, with a new facility ready in 2030. Availability of funding would change these time periods.

Total Project Cost: \$12,027,750

2020-2021 (Concept Design):	\$ 100,000
2025 (Purchase Property):	\$1,150,000
2026-2027 (Facility Design):	\$ 828,500
2029-2030 (Construction):	\$9,949,250

Priority Level: 1



City of Homer existing Public Works facility.

Future Public Works Footprint/Cost Estimates

Use	SF	Constr. Cost
Building - Office	3,000	\$ 1,200,000
Building - Motor Pool	4,500	\$ 2,250,000
Building - Water/Sewer	3,000	\$ 1,275,000
Building - Building Maintenance	2,500	\$ 937,500
Building - Parks	1,500	\$ 562,500
Building - Heated Vehicle Storage	3,000	\$ 750,000
Total Building	17,500	\$ 6,975,000

Parking - Customer & Employee	30,000	\$ 450,000
Large Equipment Storage	20,000	\$ 400,000
Small Equipment Storage	10,000	\$ 250,000
Gravel Storage	7,500	\$ 10,000
Sand Barn	5,000	\$ 875,000
Material Storage	7,500	\$ 75,000
Access Corridors	5,000	\$ 150,000
Watering Point	1,000	\$ 100,000
Total Parking/Storage/Misc	86,000	\$ 2,310,000

Construction		\$ 9,285,000
Design		\$ 928,500
Inspection		\$ 371,400
Furnishings		\$ 200,000
1% for Art		\$ 92,850

Total Design/Construction		\$ 10,877,750
Land Purchase	4.6 acres	\$ 1,150,000
Total Project Cost Estimate		\$ 12,027,750



Raw Water Transmission Main Replacement

Project Description & Benefit: This project replaces the two 45-year old cast iron raw water transmission mains that transfer raw water from Bridge Creek Reservoir to the treatment plant. These aging cast iron transmission mains are susceptible to earthquake damage. Multiple repairs have already been made to these mains. The last two repairs made were in response to earthquake damage. Major damage to the raw water transmission mains would make it impossible to serve the town with treated drinking water for domestic use and would reduce the City's ability to provide adequate water pressure for fire protection. Both mains will be replaced with High Density Polyethylene (HDPE) pipe, which is extremely durable and is less susceptible to damaged by earthquakes or other natural disasters.

One of water mains, at 8 inches, is under-sized to meet the maximum capacity of the Water Treatment Plant. The other main, a 10-inch line, is at capacity now. The Water Treatment Plant produces 2 million gallons a day. However, the capacity of the treatment can be increased to 2.9 million gallons a day to meet increased demand in the future. The 10-inch transmission main would not be able to provide the plant with enough water to serve the City's needs at this higher rate.

Plans & Progress: The plan is to replace both lines with larger 12-inch HDPE pipe. HDPE pipe is more resilient to damage by earthquakes or other natural disasters; larger pipes provide system redundancy and will be able to transport an adequate amount of raw water to the treatment plant for plant maximum daily flow both now and for future expansion of the treatment facility.

Total Project Cost: \$975,000

Schedule: 2020

Priority Level: 1



HDPE pipes do not rust, rot or corrode and are more resilient to earthquakes than the cast iron pipes currently in use.



Water Storage/Distribution Improvements, Phase 3

Project Description & Benefit: This project replaces aging water storage/distribution system components and makes other system improvements to increase water storage capabilities and drinking water quality, improve water system distribution and water transmission effectiveness and safeguard public health. A dependable water system ensures public safety and contributes to Homer’s growth and economic vitality. First identified during the formation of the 2006-2025 Homer Water & Sewer Master Plan, these critical infrastructure improvements have been designed and partially completed:

- **Phase 1:** was completed in 2016. 2,600 linear feet of 10” and 12” water distribution main was installed across Shellfish Avenue and a new pressure reducing vault (PRV) was constructed to provide water supply to a new tank site; 4,500 linear feet of 12” water main was extended on Kachemak Drive, both connecting isolated sections of town and eliminating dead end mains. The City removed an old redwood tank and purchased property on which the new tank will be constructed.
- Phase 2: consists of installing water transmission main in support of a future new water storage tank, rehabilitation of the existing A-Frame existing storage tank, and demolition of the A-Frame pressure reducing vault (PRV).
- Phase 3: consists of the construction of a new 0.75 million gallon water storage tank on the east side and a 0.25 million gallon tank on the west side to provide increased capacity for domestic use, fire flow and future micro hydro power generation, modifying/replacing three PRV station and the installation of micro-hydro turbines that can efficiently produce power back onto the grid, reducing the City’s electricity costs and creating green power.

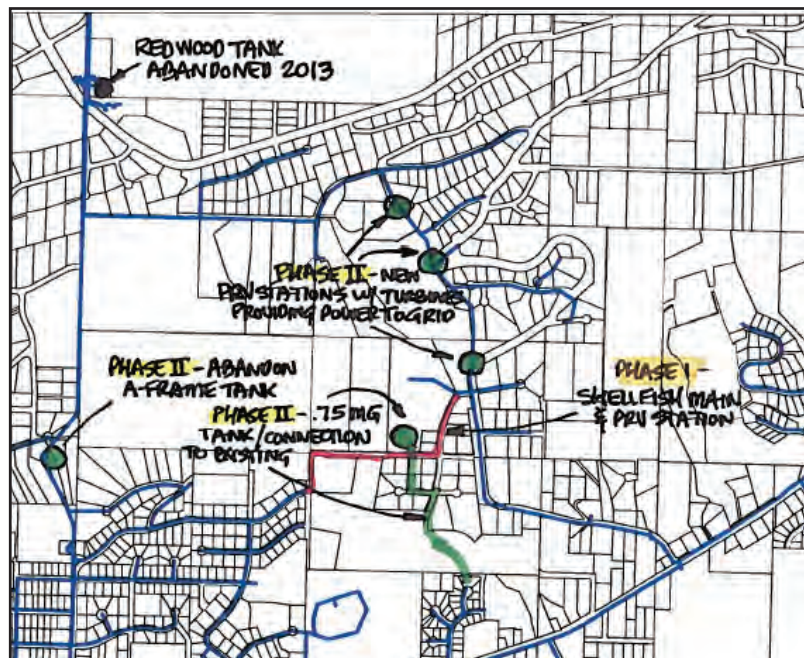
Plans & Progress: Project design was completed in 2014 utilizing \$485,000 in Special Appropriation project grant funds from the Environmental Protection Agency and \$399,214 (45%) in matching funds from the City . Phase 1 construction was completed in 2016 utilizing \$1,980,254 in FY16 State of Alaska Municipal Matching Grant program funds, \$848,680 City of Homer funds and benefitted property owner’s assessments. Phase 2 construction work will be completed in 2019 using ADEC grant monies and water reserve funds using State of Alaska Municipal Matching Grant program funds and City of Homer water reserve account funds.

Phase 3 construction can be completed after phase 2 is finished and funding has been identified.

Total Project Cost: \$10,438,214
 2014 (Design, Completed): \$884,214
 2016 Phase 1 Construction(Funded, Completed):\$1,980,000
 2018-2019 Phase 2 Construction: \$1,600,000
 2020 Phase 3 Construction: \$5,974,000

FY2016 State Capital Allocation: \$1,980,254
 (City of Homer 30% Match: \$848,680)

Priority Level: 1



Phase 1, Shellfish Subdivision Main and PRV Station (indicated by red line) was completed in 2016. Phase 2 (green line) will be completed in 2018 - 2019.



State Projects

The City of Homer supports the following state projects which, if completed, will bring significant benefits to Homer residents.

Transportation projects within City limits:

- **Baycrest Overlook Gateway Improvements, Phase39**
- **Homer Intersection Improvements.....40**
- **Kachemak Drive Rehabilitation/Pathway41**
- **Main Street Reconstruction.....42**
- **Sterling Highway Milepost 172:
Drainage Improvements43**

Transportation projects outside City limits:

- **Sterling Highway Reconstruction,
Anchor Point to Baycrest Hill.....44**



Baycrest Overlook Gateway Improvements Phase 3

Project Description & Benefit: When you drive to Homer on the Sterling Highway, it is hard to resist pulling over at the Baycrest Hill Overlook, even if you have been there before. The overlook (constructed in the 1990's by visionaries at Alaska Department of Transportation and Public Facilities during a Sterling Highway reconstruction project) has become the primary entrance to Homer. The first experience of that Baycrest view is cited by many residents as the primary reason for deciding to settle in Homer.

Baycrest Overlook is one of three gateways into Homer and is part of Homer's Gateway Project, which entails enhancing visitor and resident experiences at the entrances to Homer.

This project requests that the State Department of Transportation complete Phase 3 of the Baycrest Overlook Interpretive Plan -- paving the parking lot near the Welcome to Homer sign and upgrading the restroom facility -- as part of the Sterling Highway Reconstruction project Anchor Point to Baycrest Hill.

The City of Homer's ADA Transition Plan identified immediate needs to bring the site into ADA compliance, making the site accommodating for all visitors. The Van Accessible parking space needs clear demarcation with new painted lines and a "Van Accessible" sign. Public restroom improvements include relocating the grab bars to meet all location requirements, specifically addressing objects below the grab bar, and marking the restroom for the visually impaired.

Plans & Progress: The Gateway Project began in 2009 when a collaborative effort (involving the City of Homer, Alaska State Parks, National Park Service, Kachemak Research Reserve and U.S. Fish and Wildlife Service) created a beautiful diorama in Homer's airport terminal highlighting the wealth of public and private lands available to everyone who comes to Kachemak Bay.

In 2013, the City and State of Alaska DOT continued the focus on Homer's gateway sites by collaboratively producing the Baycrest Overlook Interpretive Plan which outlines three phases for improving the overlook. Many of the goals of the first two phases have been achieved, including making the site more welcoming, orienting visitors to the natural landscape and community, helping encourage commerce and allowing travelers a comfortable place to linger, rest and enjoy the spectacular setting.

To address the immediate accessibility issues, the City of Homer Public Works Department will evaluate the options of scheduling repairs in house as time and budget allow, and preparing cost estimates and requesting funds for a contractor to correct many accessibility barriers cited in the ADA Transition plan at once.



Baycrest Overlook is often the first stop and introduction to Homer for many visitors.



Homer Intersection Improvements

Project Description & Benefit: This project implements recommendations of the 2005 Homer Intersections Planning Study commissioned by the Alaska Department of Transportation and Public Facilities. The study analyzed the needs of twelve intersections according to traffic forecasts, intersection safety records, pedestrian concerns and intersection options. The benefit of the improvements will be to enhance traffic safety and quality of driving and pedestrian experiences, particularly as the community continues to grow.

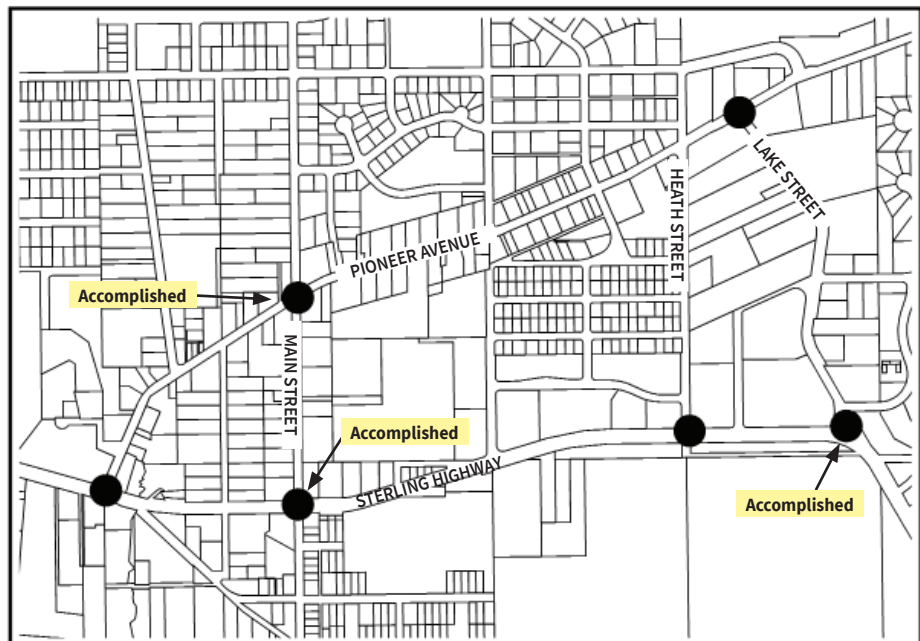
The study noted six Homer intersections needing traffic controls to 1) provide gaps for turning vehicles and 2) provide safer crossings for pedestrians on Homer’s main thoroughfares where traffic volumes are increasing and worsening in the summer months. Three intersections have been improved; the three remaining include:

- Sterling Highway and Pioneer Avenue;
- Sterling Highway and Heath Street;
- Pioneer Avenue and Lake Street/East End Road.

The intersection study also analyzed areas with poor or non-existent lane and crosswalk pavement markings, missing or inadequate crosswalk signage and heavy traffic volumes. While the City and DOT&PF have improved pedestrian mobility and safety through some crosswalk projects, accessible standards have not been met by the State when they make intersection improvements. City Council passed two resolutions formally requesting DOT&PF include additional enhanced pedestrian safety measures in two area road improvement projects: Pioneer Avenue and Lake Street. Resolution 18-034 asked DOT&PF to install a pedestrian crosswalk across Lake Street at Grubstake when DOT&PF installs sidewalks and repaves Lake Street. Resolution 19-029 requests DOT&PF include crosswalks with lighting features across Pioneer Avenue at intersections in the Pioneer Avenue Pavement Preservation Project.

The City also expects the State of Alaska to adhere to 2010 ADA standards when constructing, altering or repaving streets and intersections, including mandated curb ramps or other sloped areas at intersection having curbs or other barriers to entry from a street level pedestrian walkway. Further, while not mandated, the City’s ADA Committee endorses upgrading Homer’s four traffic signals to audible pedestrian signals and evaluating potential additional traffic control/pedestrian crosswalk installation in areas where there are major pedestrian traffic generators or where multi-use trails crosses the roadway.

Plans & Progress: State of Alaska DOT/PF installed a four-way stop with flashing overhead beacon at the Pioneer Avenue and Main Street intersection in 2016. They installed a traffic signal at the Main Street and Sterling Highway intersection in 2019.



Alaska DOT/PF’s traffic study recommended traffic control signals at four central Homer intersections shown above.

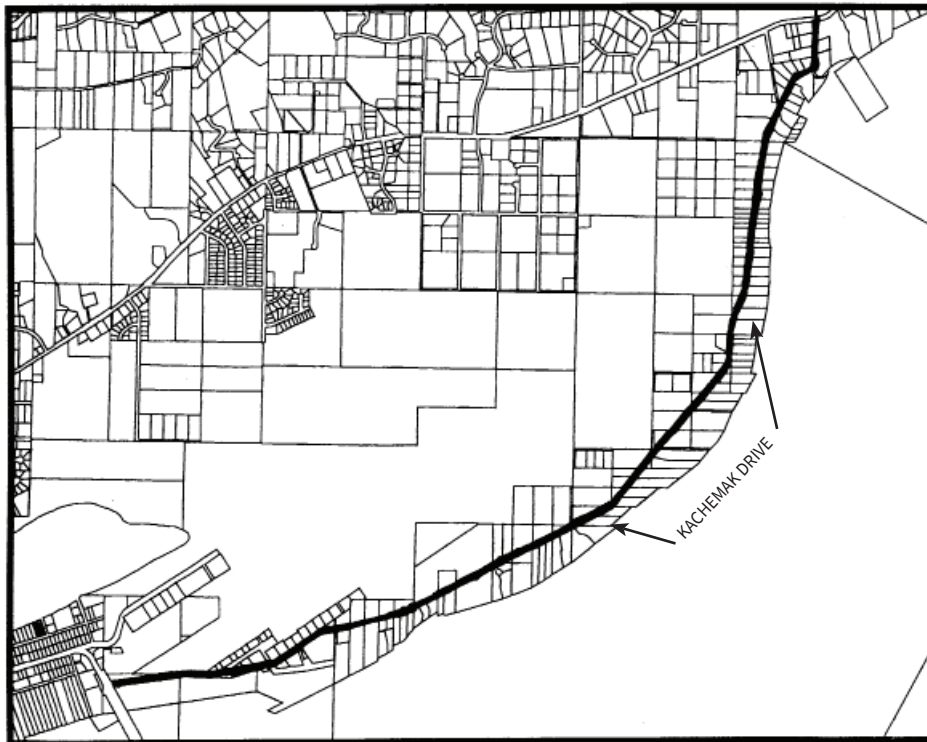


Kachemak Drive Rehabilitation/Pathway

Project Description & Benefit: Kachemak Drive connects Homer Harbor with Homer’s industrial boat yards, serves drivers as a connector from the Homer Spit to East End Road, has a residential community, and serves as an alternate route to the airport. Truck, boat trailer, residential and commuter traffic are often heavy, with an approximate daily traffic of 1,500 vehicles. The road needs rehabilitation including raising the embankment, resurfacing, widening the road, and drainage improvements.

Bicyclists, pedestrians and occasional moms with strollers use Kachemak Drive to connect to the Spit, Ocean Drive, and East End Road bike paths. Kachemak Drive has narrow to non-existent shoulders, forcing cyclists to the left of the fog line. Motorists typically slow down behind bicyclists, wait until there is no oncoming traffic, then pass by crossing the center line. This procedure is dangerous to motorists and cyclists, especially on the hill leading up from the base of the Spit to the airport, where visibility is low. Bicycle traffic has increased in the past couple of years due to the advent of wide-tire winter bicycles and Homer’s increasing popularity as a bicycle friendly town. Construction of a separated pathway along East End Road will increase recreational and commuter bicycle and pedestrian traffic on Kachemak Drive and will improve driver, bicycle, and pedestrian safety. Because of the significant right-of-way acquisition involved, this project will likely take several years to complete.

Plans & Progress: The Kachemak Drive Path Committee has worked with the City of Homer Advisory Parks and Recreation Commission and Transportation Advisory Committee to explore potential alternatives. The City performed preliminary engineering in 2012 on a portion of the trail and found significant grade and easement challenges to the project.



Project location for Kachemak Drive pathway.



Main Street Reconstruction

Project Description & Benefit: This project will provide curb and gutter, sidewalks, storm drainage, and paving for Main Street from Pioneer Avenue to Bunnell Street.

Homer’s Main Street is a primary north-south corridor running from Bayview Avenue (near the hospital) to Ohlson Lane (near Bishop’s Beach). In the process, it connects Homer’s primary downtown street, Pioneer Avenue, with the Sterling Highway and provides the most direct access to the Old Town district. It also provides the western border to Homer’s undeveloped Town Center district.

Despite its proximity to the hospital, businesses and residential neighborhoods, Main Street has no sidewalks, making pedestrian travel unpleasant and hazardous. Sidewalks on this busy street will enhance the quality of life for residents and visitors alike and provide economic benefits to local businesses and the community as a whole.

Plans & Progress: Main Street is a City street from Pioneer Avenue northward, and a State street from Pioneer Avenue south. The Homer Non-Motorized Transportation and Trail Plan, adopted by the City Council in 2004, calls for construction of sidewalks on both sides of Main Street to provide a safe means for pedestrians to travel between Old Town and Pioneer Avenue, and stresses that this should be regarded as a “near term improvement” to be accomplished in the next two years. The Homer City Council passed Resolution 06-70 in June 2006 requesting that Alaska Department of Transportation and Public Facilities (DOT/PF) “rebuild and upgrade Main Street from Pioneer Avenue to Bunnell Avenue as soon as possible in exchange for the City assuming ultimate ownership, maintenance, and operations responsibility.”

State of Alaska DOT/PF has obtained \$2.8 million to make safety improvements to Main Street Intersections. In 2016, they installed a four-way stop and flashing overhead beacon at the Pioneer and Main Street intersection. They will be moving ahead with the preferred alternative of installing a traffic signal at the Sterling Highway and Main Street intersection (2019). However, much work remains to be done to improve and reconstruct of the entire section of Main Street from Pioneer Avenue to Bunnell Street.



A mother pushes a stroller along Main Street between the Sterling Highway and Bunnell Street, while another pedestrian walks on the other side of the road.



Sterling Highway Milepost 172 Drainage Improvements

Project Description & Benefit: The Baycrest Subdivision neighborhood (downslope from a beehive collector installed at milepost 172 on the Sterling Highway by the Alaska Department of Transportation (ADOT)) is built on sloping terrain of unconsolidated soils containing blue clay with a high water table and incidental springs. Properties in this subdivision experience unusually high levels of flooding, runoff and erosion.

Some Judy Rebecca Court properties in this neighborhood in particular have suffered damage due to water saturation including cracked windows and shifting foundations. The property damage is related to the amount of water in the soil and every effort needs to be extended to control the amount of water introduced into the soil, including water runoff from the Sterling Highway. These homes are located 750 linear feet distant and 125 feet vertical downslope from the beehive collector outfall. While certainly not all the problematic water is coming from the outfall, attention to drainage in the area is important to reduce the potential for slope failure and possible loss of property and life.

Water flow volume measurements from the beehive collector over time indicate that the outfall is directing a concentrated discharge of water onto the Baycrest neighborhood slope, adding to an already precarious water saturated soil condition. The City of Homer requests that ADOT divert the beehive collector outfall off the slope and into a natural drainage similar to the one that exists below the next Sterling Highway concrete encased cross-drain some 80 paces east of the Mt. Augustine Drive intersection with the Sterling Highway.

Keeping water off this slope where possible helps mitigate the potential for catastrophic slope failure; discharging the beehive collector outfall into a naturally occurring drainage mitigates the potential for impacting other area properties with the additional runoff.

Plans & Progress: At the request of affected home owners and Homer City Council members, a local retired geologist studied and provided mitigation recommendations to the City of Homer and ADOT. Additionally, Newton Bingham, a PE with ADOT evaluated the situation in November of 2017. In recognition of the potential hazard to property and life, Homer City Council passed Resolution 17-082 in September 2017 directing the Homer Advisory Planning Commission to consider a Natural Hazards Overlay District or other appropriate zoning regulation on and around Baycrest Subdivision. In line with an Alaska Administrative Order 175 under Order item 1 which states, “To the maximum extent possible consistent with existing law, all state agencies with construction ...shall encourage a broad and united effort to lessen the risk of flood and erosion losses in connection with State lands and installations and state-financed or supported improvements...”, City Council passed Resolution 18-008 in January 2018 requesting ADOT fix Sterling Highway drainage effecting the Baycrest Subdivision.

In February 2018, a group from Homer met with ADOT Deputy Commissioner Amanda Holland and telephonically with Central Region Director Dave Kemp about Homer’s request.

A February 2019 letter from ADOT refutes that the highway and culvert are altering the drainage pattern as the highway and culvert predates development of the Baycrest Subdivision by twenty years. The letter also states that no engineering analysis would suggest that moving the culvert to a new location would improve conditions in the subdivision. On the contrary, it would (rightly) result in claims that ADOT is altering drainage patterns and then would be held responsible for any and all erosion in the area downhill.



Aerial photo of the area downslope of the outfall from a Sterling Highway beehive collector.



Sterling Highway Reconstruction Anchor Point to Baycrest Hill

Project Description & Benefit: This project will reconstruct 12 miles of the Sterling Highway between Anchor Point (MP 157) and the top of Baycrest Hill in Homer (MP 169) to address severe safety issues resulting from curves, hills and blind spots on the existing road. The project has been identified as a high priority of the Kenai Peninsula Borough.

Many major side road intersections, gravel hauling operations, and school bus stops contribute to dangerous conditions on the 12-mile section of highway, which has been the scene of several serious accidents, many with fatalities, over the past several years. Continued population growth has led to more subdivisions with intersecting roads and more traffic on the highway, exacerbating the problem. School buses must stop in some locations with blind corners and hills.

According to the 2018-2021 Statewide Transportation Improvement Plan, the project will provide passing lanes, widening and realignment to address safety and passing opportunities, and pavement resurfacing between Anchor Point and the top of Homer Hill. The South Fork Anchor River Bridge (deemed structurally deficient by DOT&PF) will be replaced and a new bridge is proposed to replace culverts that currently carry the North Fork Anchor River under the Sterling Highway.

Plans & Progress: \$2.5 million dollars was included in the FY2013 capital budget for design and right of way phases of this project. Preliminary engineering and environmental assessment services began in the summer of 2014. DOT&PF is still working on project plans. As a full rehabilitation project, it has a high level of environmental work. \$1.7 million dollars was in the FY19 budget for Right of Way funding. DOT does not expect to go into construction on it for several years. \$80.8 is currently budgeted after 2021.



Location of DOT&PF's Sterling Highway Reconstruction Project.



Projects Submitted by Other Organizations

The City of Homer supports the following projects for which local non-profit organizations are seeking funding and recognizes them as being of significant value to the Homer community:

- **Beluga Slough Trail Extension 46**
- **Homer Hockey Association:
Kevin Bell Ice Arena Acquisition..... 47**
- **Homer Senior Citizens Inc.:
Alzheimer’s Unit 48**
- **Kachemak Heritage Land Trust:
Poopdeck Platt Trail 49**
- **Kachemak Shellfish Growers Association:
Kachemak Shellfish Hatchery 50**
- **Kachemak Ski Club:
Homer Rope Tow Access & Equipment Upgrades 51**
- **Pratt Museum:
New Facility and Site Redesign 52**
- **South Peninsula Behavioral Health Services
The Annex Upgrade 53**
- **South Peninsula Hospital:
Hillside Stability Study 54**



Beluga Slough Trail Extension

Project Description and Benefit: The goal of this project is to extend the existing Beluga Slough Trail around the northern perimeter of Beluga Slough to expand recreational and educational opportunities for the Homer community and its visitors. Beluga Slough is a unique environment which has been the focus of environmental education activities for decades. Naturalists from federal, state and non-governmental agencies bring local families and visitors to the existing trail to share the rich natural history of the slough’s vegetation, wildlife and invertebrates. The 0.5 mile extension provides greater viewing opportunities for shorebirds, salt marsh habitats and intertidal flats. The extension would create a quiet, non-motorized trail away from the Sterling Highway with connections to Bishop’s Beach, Homer’s Old Town District and Ben Walters Park.

Plans and Progress: This trail concept is included in the 2004 Homer Non-Motorized Transportation and Trail Plan. A community-based project team has formed to honor Carmen Field, who taught so many about Beluga Slough through her work at the Kachemak Bay National Estuarine Research Reserve and Alaska Department of Fish and Game. This trail extension would allow Carmen’s memory and her love for bringing people out into the natural world to live on.

The proposed trail (see map below) would be on City of Homer property. Owners of the new Aspen Suites Hotel, which opened in May 2019, anticipate re-platting their private parcel and donating the lower portion to the city (indicated by yellow star). Planning for the project and discussions with the private landowner is under way. Construction of Phase 1 is anticipated to start in fall of 2019.

Project proponents have discussed potential project sponsorship and/or trail coalition membership with The Homer Foundation and other area organizations. Discussions with City of Homer Park, Arts, Recreation & Culture Advisory Commission and City staff, yielded the following issues that will need to be addressed and budgeted for as the project moves forward:

- security vulnerability of the Public Works complex and sewer treatment facility;
- places recreational feature in floodplain, which is inconsistent with AK Department of Transportation & Public Facilities emergency response plan in the event of potential Beluga Slough Dam failure;
- mitigation of illegal use of lands newly accessed by the trail and the added security measures (landscaping/patrol time) it requires to insure public safety; and
- environmental permitting /land use authorizations.

Total Project Cost: The project will be accomplished in three phases with significant community-based labor and supplies anticipated.

Phase 1: negotiation with private land owner for donation or easement, project design work, and construction of 375 feet of the western-most part of the trail (backcountry – recreational trail design): \$25,000 - 75,000

Phase 2: construction of 1,200 feet of the eastern part of the trail (backcountry - recreational trail design): \$150,000 - 250,000

Phase 3: construction of 1,000 feet of the middle and wettest section requiring a semi-improved trail design: \$300,000 - 450,000



Proposed extension of the Beluga Slough Trail indicated by white dashed line.



Homer Hockey Association Kevin Bell Ice Arena Acquisition

Project Description & Benefit: The Kevin Bell Arena was constructed in 2005, with initial funding from grants associated with the 2006 Arctic Winter Games combined with a loan from English Bay Corporation /Homer Spit Properties. Homer Hockey Association (HHA) has successfully operated the Arena since its opening. HHA has met operating and capital acquisition costs within a yearly budget of \$300,000 to \$350,000. HHA is seeking financial support to retire the remaining debt of \$2,087,000 million dollars from purchasing the Arena.

HHA's mission is to cultivate on-ice recreation of all kinds, for all ages, on the Lower Kenai Peninsula. HHA has been accomplishing this mission for more than a decade as one of the few non-profit, volunteer run ice rinks in the United States. Volunteers contribute an estimated 14,000 hours annually, representing a huge commitment of time and effort by our community. Over the years, programs have been expanded to include activities for all: figure skating, hockey at all age and skill levels, broomball, curling and numerous community and school open skate events. The public and open skate events bring up to 1000 additional users during the busiest months. These efforts earned HHA the 2012 Alaska Recreation and Parks Association Outstanding Organization award and more recent recognition from the USA Hockey Association.

The Kevin Bell Arena hosts numerous games, tournaments and events that bring commerce to the City of Homer. This is especially important during the winter when tourism and occupancy rates are low. HHA hosts several separate youth and adult hockey tournaments totaling approximately 150 games each year. In 2015-2016 these games brought over 1,160 out of town players to Homer, accompanied by family and fans that contributed an estimated \$646,187 to the local economy through lodging, transportation, dining and merchandise purchases. KBA has hosted several consecutive youth State Hockey Championship Tournaments which are widely attended by families from all over the State.

Plans and Progress: HHA has an active and committed Board of Directors and membership. The volunteer hours are leveraged by several successful fundraisers, sponsor and advertising campaigns, grant awards and donations each year. This covers approximately one third of the annual operating and capital expenses. The remaining expenses are covered by user fees.

The purchase of the building would provide HHA the opportunity to open more programs and expand existing programs to include more of the community. The high user fees are a barrier for many families but necessary just to meet annual expenses. The building purchase would allow HHA to adequately fund and plan for the replacement of the major mechanical components of the ice arena. It would also allow for major building maintenance projects to be funded. It could allow for heating and additional seating to accommodate the spectators. Major projects that could increase revenue such as permanent year-round flooring could become feasible. The building purchase would allow this important community resource to grow and prosper into the future.

Total Project Cost: \$2, 087,000



Christmas Eve public skate at Kevin Bell Arena is well attended.



Homer Senior Citizens Inc. Alzheimer's Unit

Project Description & Benefit: Seniors are the fastest growing population for the State of Alaska. Homer is projected as the second city in the State which will see the most significant growth in this demographic. Homer Senior Citizens (HSC) operates a 40 bed assisted living facility. We have sent four seniors from our community due to Alzheimer’s disease in the past four years. Losing one senior a year is unacceptable as it tears away the fabric of our community. All of the seniors have families remaining in the Homer community.

In order to maintain the health of our senior population, a full continuum of care is required. Maintaining physical, mental and social capacity supports the dignity of our most vulnerable adults. An Alzheimer’s Unit has been a strategic priority for the HSC’s Board of Directors to keep our seniors home in the community.

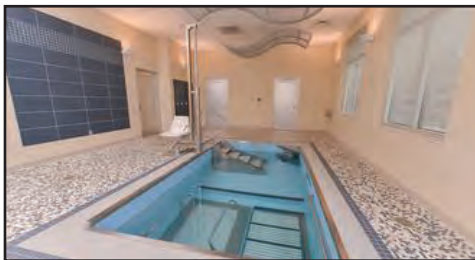
The Alzheimer’s Unit will include fifteen beds and 24/7 nursing care. Additionally, it will include a memory care unit to help maintain residents’ existing cognitive capacity. Specific features of the facility (therapy pool and activities room) will be open to all seniors 55 years of age and older. The activities room will be Phase 2 of the project and will incorporate low-impact exercise equipment to maintain seniors’ physical capacity. This also opens up the possibility to contract with South Peninsula Hospital for use of the therapy pool for other age groups, benefiting the entire population of Homer.

Operating funds will be secured from “fees for service;” room and board; billing for Physical Therapy in both the therapy pool and the exercise program in the activities room (once Phase 2 has been completed) and fees for contracted use of therapy equipment and the pool. Projected five year profit will be approximately \$1,508,600. This does not include contractual arrangements with third party vendors.

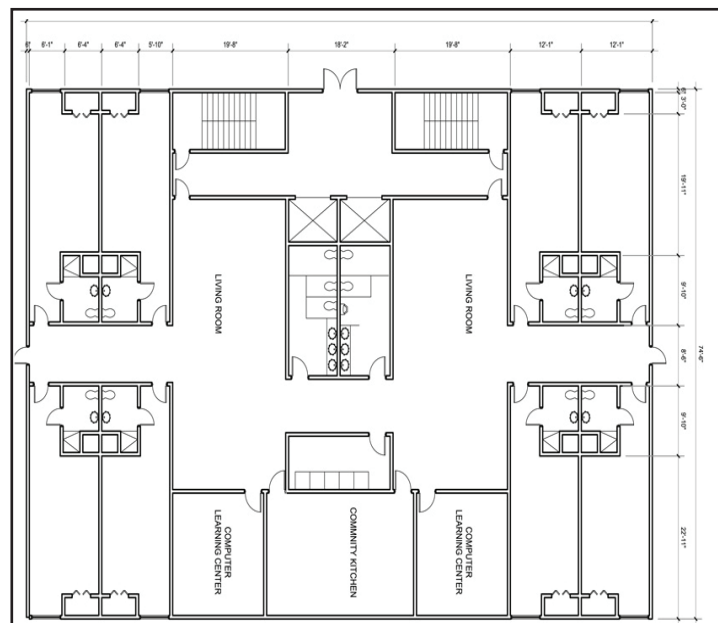
Plans & Progress: Currently HSC staff is completing the State of Alaska Certificate of Need. Design work continues; HSC has met with HydroWorx to incorporate the Therapy Pool with the Alzheimer’s Unit.

HSC is in the initial stages of fundraising for the Alzheimer’s Unit. Three foundations that fund this type of project have been identified. HSC sponsors annual fundraising events to secure the match for foundation grants.

Total Project Cost: \$3,000,000



Example of a HydroWorx Therapy Pool Room .





Kachemak Heritage Land Trust Poopdeck Platt Trail

Project Description & Benefit: Kachemak Heritage Land Trust (KHLT) owns the 3.47-acre Poopdeck Platt property at the end of Klondike in Homer. Over the years, KHLT has worked with the National Park Service Rivers, Trails, Conservation Assistance Program, architects, Alaska State Parks, the City, the Independent Living Center (ILC) and community members on a conceptual site plan for a community park and Americans with Disabilities Act (ADA) accessible trail on this property.

Most of the trail will be on KHLT land (KPB Parcel #17719234). Part of the trail will be situated on adjacent City of Homer land (KPB Parcel #17719231) though to minimize the crossing of delineated wetlands in the southern portion of the Poopdeck Platt property. An added advantage is to provide potential ADA connectivity between Pioneer Avenue and Bishop’s Beach. This project will benefit the Homer community by providing a universally accessible trail in the town center area, open to use by all people.

Plans & Progress: KHLT, working with a design consultant, completed the trail design and cost estimate in August 2018. Homer City Council adopted Resolution 18-29 supporting the project and authorized funds from the Homer Accelerated Roads and Trails Program for trail design. Design has been completed with \$1200 funds donated by community businesses and individuals and \$4000 from the City of Homer.

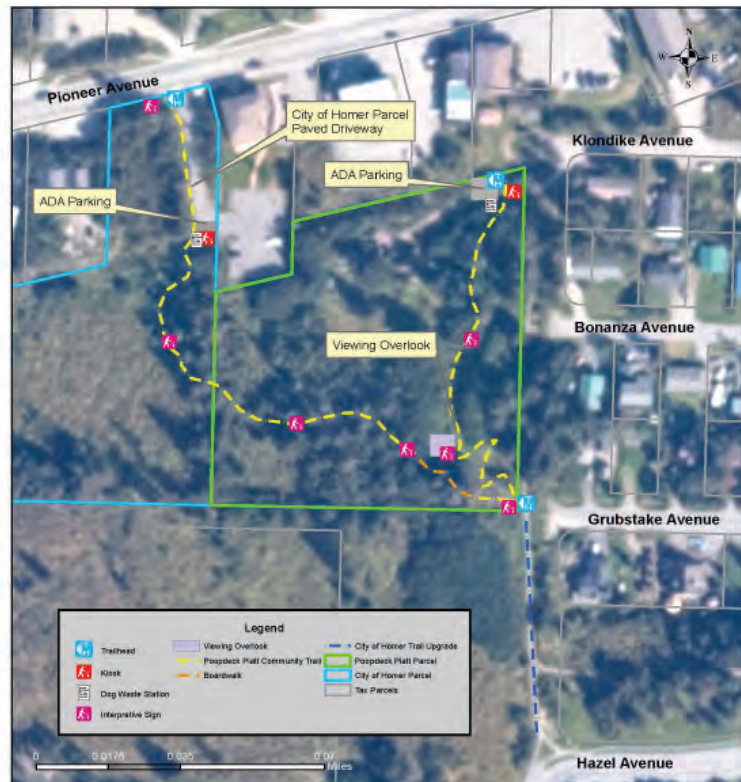
KHLT applied for and was awarded a \$45,921 Recreations Trails Program grant from the State of Alaska for trail construction. The City of Homer is providing a 10% match in the amount of \$5,103, bringing total trail construction costs to \$51,023. Trail construction is scheduled to begin July 12, 2019 with an expected completion by September 2019. The City of Homer will be resurfacing the Poopdeck Trail from Grubstake Avenue to Hazel Avenue.

KHLT is seeking additional funding for trailhead kiosks, ADA compliant interpretative signs, ADA accessible benches (not on map), dog waste receptacles, dog leash lending program, and ADA compliant parking spaces as depicted on the trail plan map.

- Total Project Cost:** \$88,546
- Trail Design: \$5,200
 - Trail Construction: \$51,023
 - Upgrade City of Homer Trail: \$5,253
 - Trail Signs Design: \$9,500
 - ADA Parking: \$19,400
 - Dog Waste Disposal & Leash Lending: \$1,870
 - ADA Benches: \$1,500



Community members and representatives of KHLT, the Homer Independent Living Center and City of Homer worked with Ptarmigan PTrails consultant to design the Poopdeck Platt trail.





KACHEMAK HERITAGE LAND TRUST

315 Klondike Ave., Homer, AK 99603
(907) 235-5263, www.KachemakLandTrust.org

**Poopdeck Platt
Community Trail
Site Plan**

KACHT 1982 State Parks Alaska 4 FFS 52047 Trail, Trailhead Marker: 1075 2018, 2018, 2018
Created 04/19/2019. The information depicted on this map is a preliminary development of land available for use. KHLT assumes no responsibility for any errors on this map.



Kachemak Shellfish Mariculture Association Kachemak Shellfish Hatchery

Project Description and Benefit: Since 1994 Kachemak Mariculture Association (KSMA), a 501c5 organization, has steadfastly upheld its primary mission of assisting shellfish growers in Kachemak Bay to establish an economically sustainable oyster industry. Today through its close partnership with the Kachemak Shellfish Growers' Coop (KSGC), eleven aquatic farms are providing jobs for processing, marketing, and shipping half-shell oysters. For the last seven years the processing facility on the Spit is also culturing, marketing, and shipping oyster seed to the eleven member farms and to farms outside of Kachemak Bay.

Seven years ago KSGC farms were severely impacted by an oyster seed shortage affecting the entire Pacific Coast. The farmers wrestled with the financial realities of unpredictable seed shortages. KSMA farmers had to be in charge of their own seed production. It was decided to build a small experimental seed hatchery / setting facility at the KSMA building to address the seed needs of the growers. This experimental hatchery has consistently set millions of spat seed every year thanks due to the nutrient rich waters, dedication of two KSMA employees, and the growers volunteerism. The local nursery has been undermanned and underfunded, but the resulting seed has proven to out perform all other seed—it grows faster and mortality rates are significantly better than all previous seed grown outside of Alaska. However, this past year, severe tides and storms have hastened the degeneration of a critical piece of nursery equipment.

The piece of equipment is called a FLUPSY — a Floating UPwelling System. Microscopic spat cannot go directly from the hatchery to the farm sites. The spat must spend six months to a year in appropriately graded bins, at great labor expense of cleaning and grading, in salt water that is constantly being moved by an electrically-driven paddle wheel. At 18 years old, the FLUPSY lacks AK DEC compliant floatation, and is showing the wear-and-tear of the harsh maritime climate coupled with winter storm damage. The present FLUPSY is also unsecured making it a vandalism target. The project includes new safety equipment and covered, lockable dry storage for tools and laborer's needs.

The economic benefits of this oyster industry in Homer are great. Oysters have become a sparkling year-round addition to Homer's seafood options for locals and tourists alike. Every cooler of oysters delivered to the dock represents approximately \$150 to the grower. By the time the end user receives those oysters, the economic ripple effect becomes approximately \$725. Excess seed is sold to other growers in and out of state helping to fulfill an economic development priority in Alaska's Comprehensive Economic Development Strategy.

Our local hatchery and a new, safe state-of-the-art FLUPSY can also provide a viable educational lab for high school and university students, who currently have to travel to Seward for mariculture studies. Mariculture courses could easily be developed around aquatic farming opportunities including the raising of sea vegetables and kelp.

Plans and Progress: The new FLUPSY is being developed in two phases. The design phase is complete. With the help of the Kenai Peninsula Economic Development District, KSMA is pursuing grant funds to assist with the construction phase. Should funds be secured, KSMA will be seeking grant matching funds.

Total Project Cost: \$247,500



Left: Oyster spat ready to sell to growers. Right: FLUPSY bins taken out of the water. Spat in the right bin has been cleaned, sorted, graded and counted.



Kachemak Ski Club

Homer Rope Tow Access & Equipment Upgrades

Project Description & Benefit: The Kachemak Ski Club was founded more than sixty years ago to operate a rope tow on Ohlson Mountain near Homer. Our founders wanted to get Homer kids out of the house on the weekends and it is no different today. Over the years, this historic public recreational treasure has hosted thousands downhill sports enthusiasts as well as family and social gatherings.

This project improves access to the base of the ski hill from Ohlson Mountain Road, making the lodge and slopes more welcoming for youngsters and newcomers. It relocates and refurbishes the hill's aging bullwheel at the top of the slopes and includes grade work to the upper slope's towpath to lower the rope's haul angle. It also includes purchase of equipment used to prep the slopes as well as terrain park devices to challenge the skills of today's skiers and snow boarders.

Plans and Progress: The Homer Rope Tow recreation area is separated from Ohlson Mountain Road by private land, but has legal access via a section line easement. A circuitous quarter mile long trail connects the road to the hill, avoiding several structures that encroach into the easement. To make access safer and quicker, Kachemak Ski Club plans to purchase easement that would halve the walk-in distance from the road and construct a new Ohlson Mountain Road turnout with a widened parking area. These upgrades will make access shorter and more manageable for parents juggling both gear and young children and minimize the need for double parking on Ohlson Mountain Road during crowded weekends.

In addition to the above-described relocation of the electric motor bullwheel house and grade work to the upper slope, Kachemak Ski Club plans to acquire grooming equipment such as a tracked 4 wheeler vehicle capable of towing the Club's existing slope grass mowing device and snow groomer, and some limited freestyle terrain park features (such as a rails, boxes or table tops).

Total Project Cost: \$91,000

Equipment: \$44,500

Access Trail & Right of Way: \$46,500



Youth enjoying Homer's own downhill ski area.



Pratt Museum New Facility and Site Redesign

Project Description & Benefit: The national award-winning Pratt Museum strengthens relationships between people and place through stories of the Kachemak Bay region. For over 50 years, the Pratt's exhibits, education programs, and collections have fostered self-reflection and dialogue among the Museum's community and visitors. Today, the Pratt serves up to 30,000 visitors annually, with more than 5,000 young and adult learners participating in its programs. The Pratt Museum is consistently viewed as one of Alaska's most important cultural institutions and a leader among small community museums across the country.

The Pratt Museum opened its doors to the public in May 1968. The Museum's collection has grown with the community through that period and our current facility does not meet the needs of the Museum's growing collection, which are held in public trust and require specific conditions and storage practices for preservation and display. In addition, the building's current design limits community engagement activities. To better serve our community and visitors long into the future, the Pratt Museum plans to renovate the current museum building so that all gallery and meeting areas are ADA-accessible, the roof protects the collection, and collection items are stored and cared for according to best practices for cultural and natural history artifacts. The front area of the museum will be renovated to improve the visitor experience, and community engagement areas will be modified to better accommodate community conversations, presentations, and school group activities. The Museum may also renovate the aquarium curatorial area and the kitchen to ensure that these areas meet standards for animal care and food prep. The outcome of this immediate renovation will maintain the building as a well-functioning Museum through the next 10 years, allowing the Museum to expand its outreach programs with a growing membership and student base, even as the organization continues to work towards a new museum facility in the future.

Plans & Progress: Since 2008, the Pratt Museum has been working on a capital project for a new museum building. By 2015, \$3.4 million had been secured for building design and early site work. In 2016, the trail expansion and architectural designs for the new building were completed at the cost of \$2.2 million. It is anticipated that a new museum building, designed to incorporate museum-quality climate controls, accessibility for all community members, and new programming areas, will require another decade to complete.

At this time, the Museum will focus on renovating the current building to move our mission and community engagement goals forward through that decade. This renovation will also serve the larger project by preparing the current building as an auxiliary storage and outreach building and/or as an improved building for lease once the new museum is built. The remaining \$1.2 million in the capital budget will be used for renovations that provide physical accessibility throughout the building (where currently visitors must exit the building and re-enter at a different floor level, vastly improved storage and workspace for the Museum's artifacts, and provide enhanced education opportunities. Phase 1 designs for these renovations will be completed by July 2018 and Phase 2 construction will occur September 2018 – May 2019. We are hoping to raise an additional \$800,000 to upgrade mechanical systems, install new exhibit kiosks, and expand new outreach space on the south side of the building.

Total Project Cost: \$2,000,000 (Renovation of Current Building)

Design of New Building: \$2,200,000 (completed)

Construction of New Building: \$7,500,000

Funding Raised to date: \$3,400,000



Architectural rendering of the new Pratt Museum facility.



South Peninsula Behavioral Health Services: The Annex Upgrade

Project Description & Benefit: South Peninsula Behavioral Health Services provides services at multiple sites throughout Homer. Our customers include children, adults and families that may be struggling with mental illness, development disabilities, substance use disease, or combinations of all three. One of our older facilities, 948 Hillfair Court, also known as The Annex, houses several of our important programs serving over 140 individual customers annually. Programs include:

- *Journeys*, day treatment and adult rehab.
- *Souply*, our vocational training soup delivery program.
- *Individual Placement and Support (IPS)*, our vocational training program that partners with local business to provide vocational experience for those struggling with a variety of issues;
- As well as treatment and case management support for our customers in need.

The building is old and annual repairs to plumbing, painting, the Souply kitchen, and the treatment rooms often exceeds our maintenance budget for our entire agency. We are in the initial planning stages of rebuilding and redeveloping this property to better accommodate the needs of our clients, our staff and the community.

The updated building will include a revitalized commercial kitchen; treatment rooms that are private and secured; group and community rooms that are designed to meet the needs of our population; updated electric, plumbing and network services; and expanded services to meet the health needs of the community.

Plans and Progress: SPBHS has completed phase one of the project with a \$50,000 dollar grant. Improving the foundation and addressing structural issues. This also included clearing space next to the building and addressing drainage issues created by neighboring properties. SPBHS has also received a grant to assist in upgrading the Souply kitchen equipment.

The SPBHS Board of directors Facilities Committee and the Client Council have been reviewing possible next steps for updating/expanding the building. This has included developing plans to remodel the current footprint while expanding internal square footage to better meet the needs of the program. It has also included proposals to build an additional building immediately adjacent to meet the needs of the clients and the community.

Upon finalizing the next steps the agency will begin moving forward with a two-year project to remodel The Annex. This will include fundraising from foundations and other charitable organizations, determining the full scope of services to implement in the new building, and developing a two-year work plan. SPBHS has included in its budget for the coming year an effort to end the year with a \$250,000 surplus earmarked for the project.

Total Project Cost: \$500,000-\$750,000.



Annual maintenance to the Annex, an older, former residential building that houses several SPBHS programs, often exceeds SPBHS' entire agency maintenance budget.



The Annex's group treatment space needs remodeling to make the space more private and separate from a public entrance, public bathroom and stairway to offices..



South Peninsula Hospital Hillside Stability Survey

Project Description & Benefit: South Peninsula Hospital sits on a very steep hillside, with all parking lots and outbuildings being terraced down from the main hospital building. Both the lot the hospital sits on and the lot behind it continue with a very steep elevation incline. A 12 foot wide cut into the hillside behind the hospital is the only buffer before the terrain continues with the steep incline for as far as 300 yards. The remaining hillside has thick vegetation and is not utilized or developed in any way at this time.

The facility has had numerous additions and structural work completed in the last ten years which may have impacted and affected the stability of the hillside. The hillside runs continuously from the entrance parking lot, along the entire length of the building and beyond. No part of the main hospital building is out of the risk zone for damages from hillside erosion and sloughing.

A site evaluation is necessary to establish the current condition of the hillside, and make any recommendations to secure it from further erosion and sloughing. Such evaluation would include a survey, soils testing, geologic hazard assessment and mitigation report, landslide evaluation, earthquake assessment, and recommendations for options to minimize risk to the facility. The recommended options would include cost estimates.

Plans and Progress: The estimated cost of such a study, evaluation, and report is \$110,000. This could include work by the Army Corps of Engineers, and/or a private engineering firm.

Total Project Cost: \$110,000



A hillside stability study on the slope behind the South Peninsula Hospital will yield recommendations on ways to minimize risk to the facility.



Capital Improvement Long-Range Projects

The following projects have been identified as long-range capital needs but have not been included in the Capital Improvement Plan because it is not anticipated that they will be undertaken within the six-year period covered by the CIP. As existing CIP projects are funded or as other circumstances change, projects in the long-range list may be moved to the six-year CIP.

Local Roads

Fairview Avenue – Main Street to East End Road: This project provides for the design and construction of Fairview Avenue from Main Street to East End Road. The road is approximately 3,000 linear feet and the project will include paving, water and sewer mains, stub-outs, storm drains, and a sidewalk or trail. The project extends from the intersection of Main Street to the Homer High School, and finally to East End Road, and will provide an alternative to Pioneer Avenue for collector street access east/west across town. This roadway would benefit the entire community by reducing congestion on Pioneer Avenue, the major through-town road, and would provide a second means of access to the high school. It would also allow for development of areas not currently serviced by municipal water and sewer.

This improvement is recommended by the 2005 Homer Area Transportation Plan. Necessary right of way has already been dedicated by the Kenai Peninsula Borough across the High School property.

Cost: \$1.75 million **Priority Level** 3

Fairview Avenue – Main Street to West Hill Road: This project provides for the design and construction of Fairview Avenue from Main Street to West Hill Road. The road is approximately 4,200 linear feet and the project will include paving, water and sewer mains, stub-outs, storm drains, and a sidewalk or trail. In conjunction with the Fairview to East End Road project, this project will benefit the entire community by providing an alternative to Pioneer Avenue for collector street access east/west across town, thereby reducing congestion on Pioneer Avenue and developing alternative access for emergency vehicle response. The need for the road extension has increased markedly with the development of three major residential subdivisions in the area.

This improvement is recommended in the 2005 Homer Area Transportation Plan.

Cost: \$3 million **Priority Level** 3

Parks And Recreation

Beach Access from Main: This project will provide residents and visitors with coastal viewing stations and access to the beach at the southern end of Main Street, utilizing City-owned land. The project will enhance connectivity in Homer's developing trails and park system, providing additional access so that beach-goers can walk onto the beach at one point and off at another, on a loop through Old Town, Town Center, etc. For those not physically able to walk all the way to the beach, platforms near the roads will provide nice views and benches on which to relax. Interpretive signage could provide information on Homer history, beach formation, and other topics.

The Main Street beach access point is envisioned to have a small parking area, a viewing platform with a bench, and stairs with landings.

Cost: \$250,000 **Priority Level** 3



Capital Improvement Long-Range Projects

East Trunk/Beluga Lake Trail System: This project will create two connecting trails:

- The Beluga Lake Trail will partially encircle Beluga Lake with a raised platform trail that includes a wildlife observation site. The trail will connect neighborhoods and business districts on the north and south sides of the lake.
- The East Trunk Trail will provide a wide gravel pathway from Ben Walters Park east along the City sewer easement, along the north side of Beluga Lake (connecting with the Beluga Lake Trail), and eventually reaching East End Road near Kachemak City.

The completed trail system will connect Paul Banks Elementary School, the Meadowood Subdivision, and other subdivisions and residential areas to Ben Walters Park. It will additionally provide hiking, biking, and wildlife viewing opportunities around Beluga Lake. In addition, it will provide an important non-motorized transportation route.

The Beluga Lake Trail, a trail connection to Paul Banks Elementary School and East End Road are included in the 2004 City of Homer Non-Motorized Transportation and Trail Plan.

Cost: Beluga Lake Trail—\$1.5 M East Trunk Trail—\$2 M Priority Level 3

Horizon Loop Trail, Phase 1: The Homer Horizon Loop Trail is proposed as a four to five mile route that would run clockwise from Karen Hornaday Park up around the top of Woodard Creek Canyon, traverse the bluff eastward, and then drop down to Homer High School. The parking lots of Karen Hornaday Park and Homer High School would provide trailhead parking. Those wishing to complete the loop will easily be able to walk from the high school to Karen Hornaday Park or vice versa via Fairview Avenue. A later stage of trail development will connect the Horizon Loop Trail with the Homestead Trail at Bridge Creek Reservoir.

Cost: Staff Time Priority Level 3

Jack Gist Park Improvements, Phases 3: Jack Gist Park has been in development since 1998 on 12.4 acres of land donated to the City of Homer by a private landowner. As originally envisioned by the Jack Gist Recreational Park Association, this parcel was developed primarily for softball fields. The long-term goal is to acquire adjacent properties that will provide space for soccer fields. Phase 3 development will construct a plumbed restroom at the park and develop soccer fields.

Cost: \$400,000 Priority Level 3

Karen Hornaday Park Improvements, Phase 4: Phase 4 park improvements will include building a concession stand, shed, landscaping, signage, and revegetating Woodard Creek.

Cost: \$860,000 Priority Level 2

Mariner Park Improvements: This project will provide significant improvements to Mariner Park as called for in the park's master plan: Construct a bike trail from the "Lighthouse Village" to Mariner Park (\$325,000); Construct a pavilion, additional campsites, and interpretive kiosk (\$150,000); and improve the appearance of the park with landscaping (\$75,000).

Total: \$500,000 Priority Level 3



Capital Improvement Long-Range Projects

UTILITIES

Water Storage/Distribution Improvements Phase 4 - Spit Water Line: The existing Homer Spit water line is 40 years old and is constructed of 10-inch cast iron. In recent years it has experienced an increasing number of leaks due to corrosion. The condition has been aggravated by development on the Spit resulting in increased load from fill material on an already strained system. This project consists of slip lining approximately 1,500 linear feet of water main to the end of the Spit. Slip lining the Homer Spit waterline, versus replacing, will reduce cost while ensuring an uninterrupted water supply for public health, fire/life safety needs, and expanding economic activities on the Spit. Grant funds from the EPA allowed the City to complete project design in 2014.

Cost: \$400,000 Priority Level 3

Bridge Creek Watershed Acquisition: Currently, the Bridge Creek watershed is the sole source of water for Homer. To protect the watershed from development that could threaten the water supply and to ensure the availability of land for possible future expansion of water treatment operations within the watershed, the City seeks to acquire additional acreage and/or utilize conservation easements to restrict development that is incompatible with clean water.

Cost: \$1,000,000 Priority Level 3

Alternative Water Source: Currently Bridge Creek Reservoir is Homer's sole water source. Population growth within the City, increased demands for city water from residents outside City limits, increasing numbers of tourists and summer residents, and climate change that has reduced surface water availability are all factors in the need for a new water source to augment the existing reservoir. An alternative water source also builds redundancy into this essential life/safety municipal infrastructure, making it possible to serve town with treated drinking water and adequate fire protection in the event of contamination or earthquake damage to Bridge Creek Reservoir.

Cost: \$16,750,000 Priority Level 3

West Hill Water Transmission Main and Water Storage Tank: Currently, water from the Skyline treatment plant is delivered to Homer via two transmission mains. One main (12-inch) is located along East Hill Road and delivers water to the east side of town. The other (8-inch) runs directly down to the center of town. A third transmission main is needed to deliver water to the west side of town, provide water to the upper West Hill area, and provide backup support to the two existing transmission mains. A new water storage facility is also needed to meet the demands of a rapidly growing community.

The addition of a third water transmission main has been identified in comprehensive water plans for over 20 years.

Cost: Design—\$500,000 Construction—\$4.5 M Priority Level 2

STATE PROJECTS

Ocean Drive Reconstruction with Turn Lane: Ocean Drive, which is a segment of the Sterling Highway (a State road) connecting Lake Street with the Homer Spit Road, sees a great deal of traffic, particularly in the summer, and has become a source of concern for drivers, bicyclists, pedestrians, and tour bus operators. This project will improve traffic flow on Ocean Drive and reduce risks to drivers, bicyclists, and pedestrians by creating a center turn lane, providing well-marked crosswalks, and constructing a separated bike path. The project will also enhance the appearance of the Ocean Drive corridor by moving utilities underground and providing some landscaping and other amenities.

Currently, a bicycle lane runs on the south side of Ocean Drive. However, it is common for cars and trucks to use the bicycle lane to get around vehicles which have stopped in the east-bound traffic lane in order to make a left turn. Some frustrated drivers swing around at fairly high speeds, presenting a significant risk to bicyclists and pedestrians who may be using the bike lane. In recent years, the Homer Farmers Market has become a popular attraction on the south side of Ocean Drive during the summer season, contributing to traffic congestion in the area. In addition, Homer is seeing more cruise ship activity which also translates into more traffic on Ocean Drive. All of these factors have led to increased risk of accidents.



Capital Improvement Appendices

- **CIP Development Schedule59**
- **Resolution 19-06160**
- **City of Homer Financing Assumptions62**



Capital Improvement Appendices

**CITY OF HOMER
2020-2025 CAPITAL IMPROVEMENT PLANNING PROCESS
FY 2021 LEGISLATIVE REQUEST DEVELOPMENT SCHEDULE**

ACTION	TIME FRAME
City Council Approval of CIP Planning Schedule	April 22, 2019
Solicit new/revised project information from City Departments, local agencies and non-profits	April 30
Input for New Draft Requested By	May 31
Prepare and Distribute Draft CIP to City Advisory Groups for Review and Input:	Meeting dates:
Economic Development Advisory Commission	June 11, August 13
ADA Compliance Committee	June 13, July 11
Planning Advisory Commission	June 19, July 17
Park, Arts, Recreation and Culture Advisory Commission	June 20, August 15
Port and Harbor Advisory Commission	June 26, July 24
Library Advisory Board	August 6
Administrative Review and Compilation	August 15- August 21
City Council Worksession to Review Proposed Projects	August 26
Introduction of Resolution on CIP/Legislative Request	September 9
Public Hearing on CIP/Legislative Request	September 10
Adoption of Resolution by City Council	September 23
Administration Forwards Requests for Governor’s Budget	September 30
Distribution of CIP and State Legislative Request	October 2
Compilation/Distribution of Federal Request	October 2019 & January 2020



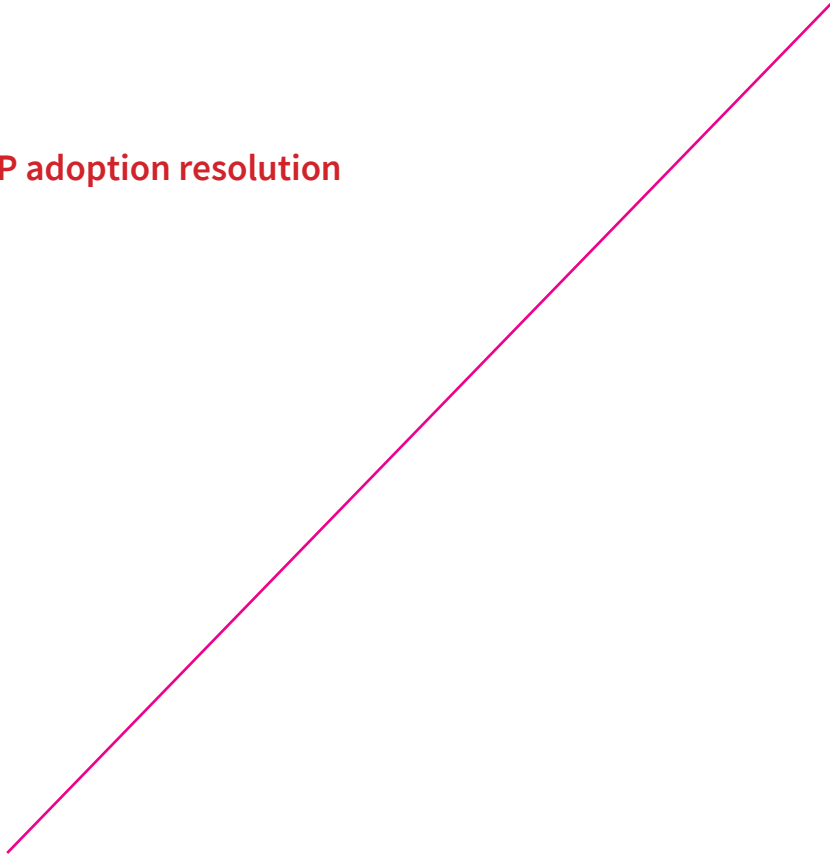
Capital Improvement Appendices

Place holder for CIP adoption resolution.



Capital Improvement Appendices

place holder for CIP adoption resolution





Capital Improvement Appendices

City of Homer Financing Assumptions: Capital Improvement Program

Implementation of the City of Homer Capital Improvement Plan requires utilization of various financing mechanisms. Financing mechanisms available to the City of Homer include:

- Federal grants or loans
- State grants or loans
- General obligation bonds
- Limited obligation bonds
- Revenue bonds
- Special assessment bonds
- Bank loans
- Pay as you go
- Private sector development agreements
- Property owner contributions
- Lease or lease–purchase agreements

The use of any of the financing mechanisms listed above must be based upon the financial capability of the City as well as the specific capital improvement project. In this regard, financing the CIP should take into consideration the following assumptions:

1. The property tax cap of six-mill (at which point sales tax goes away) precludes use of this revenue source for major capital improvements. Available revenue should be utilized to fund operation and maintenance activities.
2. The operating revenue of enterprise funds (Port & Harbor, Water & Sewer) will be limited and as such, currently only fund operation and maintenance activities.
3. The utilization of Federal and State grants will continue to be significant funding mechanisms. Grants will be pursued whenever possible.
4. The 1½ percent sales tax approved by voters of Homer for debt service and CIP projects is dedicated at ¾ percent to sewer treatment plant debt retirement, with the remaining balance to be used in water and sewer system improvement projects, and ¾ percent to the Homer Accelerated Roads and Trails (HART) Program for building, improving and maintaining Homer’s roads and trails. The annual budget will transfer a minimum of \$550,000 of the ¾ percent dedicated sales tax exclusively for road and trail capital improvements and construction. The HART Program will require property owner contributions of \$30 per front foot for road reconstruction, with an additional \$17 per front foot for paving.
5. The Accelerated Water and Sewer Program will only be considered if the fund has a debt service of 1.25 or greater.
6. The private sector will be encouraged to finance, construct, and operate certain nonessential capital improvements (e.g., overslope development).
7. The utilization of bonds will be determined on a project-by-project basis.
8. The lease and/or lease–purchase of capital improvements will be determined on a project-by-project basis.

ORDINANCE REFERENCE SHEET
2019 ORDINANCE
ORDINANCE 19-40

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 21.27.040, Dimensional Requirements, to Allow Commercial Buildings up to 75 Feet in Height in the East End Mixed Use District with a Conditional Use Permit.

Sponsor: Planning Commission

1. City Council Regular Meeting September 9, 2019 Introduction
Memorandum 19-121 from City Planner as backup
2. City Council Regular Meeting September 23, 2019 Public Hearing and Second Reading

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

3 Planning
4 Commission

5 **ORDINANCE 19-40**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING HOMER CITY CODE CHAPTER 21.27.040, DIMENSIONAL
9 REQUIREMENTS, TO ALLOW COMMERCIAL BUILDINGS UP TO 75
10 FEET IN HEIGHT IN THE EAST END MIXED USE DISTRICT WITH A
11 CONDITIONAL USE PERMIT.

12
13 WHEREAS, The 2018 Homer Comprehensive Plan goals include the support of a variety
14 of well-defined commercial/business districts for a range of commercial purposes; and

15
16 WHEREAS, The 2018 Homer Comprehensive Plan Land Use Chapter implementation
17 table recommends re-evaluating height standards in mixed-use districts; and

18
19 WHEREAS, The 2018 Homer Comprehensive Plan Economic Vitality Chapter objectives
20 include promoting the marine trades; and

21
22 WHEREAS, The marine trades industries located in the East End Mixed Use District has
23 shown a desire for taller structures; and

24
25 WHEREAS, The East End Mixed Use District has adopted nuisance standards; and

26
27 WHEREAS, The Planning Commission supports expanded opportunities for the Marine
28 Trades in the East End Mixed Use District.

29
30 NOW THEREFORE, THE CITY OF HOMER ORDAINS:

31
32 Section 1. Homer City Code 21.27.040 is hereby adopted to read as follows:

33
34 The following dimensional requirements shall apply to all structures and uses in the East End
35 Mixed Use District:

36
37 a. Lot Size.

38
39 1. The minimum area of a lot that is not served by public sewer or water shall be 40,000 square
40 feet.

42 2. The minimum area of a lot that is served by either a public water supply approved by the
43 State Department of Environmental Conservation or a public or community sewer approved
44 by the State Department of Environmental Conservation shall be 20,000 square feet.

45
46 3. The minimum area of a lot that is served by both a public water supply approved by the State
47 Department of Environmental Conservation and a public or community sewer approved by the
48 State Department of Environmental Conservation shall be 10,000 square feet.

49
50 b. Building Setbacks.

51
52 1. All buildings shall be set back 20 feet from all dedicated rights-of-way other than alleys,
53 except that adjacent to rights-of-way that lead to Kachemak Bay and have been determined to
54 be unsuitable for road construction by resolution of the City Council, all buildings shall be set
55 back from the boundary of the right-of-way according to the number of stories as follows:

56

57 Number of Stories	Setback (in feet)
58 1	5
59 1 ½	6
60 2	7
61 2 ½	8

62

63 2. The setback requirements from any lot line abutting an alley will be determined by the
64 dimensional requirements of subsections (b)(3) and (4) of this section;

65
66 3. Buildings shall be set back five feet from all other lot boundary lines unless adequate
67 firewalls are provided and adequate access to the rear of the building is otherwise provided
68 (e.g., alleyways) as defined by the State Fire Code and enforced by the State Fire Marshal;

69
70 4. Any attached or detached accessory building shall maintain the same yards and setbacks as
71 the main building.

72
73 c. Building Height.

74 **1.** The maximum building height shall be 35 feet, ~~except as provided in paragraph 2. of this~~
75 **subsection.**

76
77 **2.** ~~When authorized by a conditional use permit, the maximum building height for a~~
78 **building used solely for commercial purposes shall be 75 feet. A building for which a**
79 **conditional use permit has been issued under this subsection shall not contain dwelling**
80 **units.**

81
82

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
87 e. Building Area and Dimensions – Retail and Wholesale. The total floor area of retail and
88 wholesale business uses within a single building shall not exceed 75,000 square feet. No
89 conditional use permit, planned unit development, or variance may be granted that would
90 allow a building to exceed the limits of this subsection, and no nonconforming use or structure
91 may be expanded in any manner that would increase its nonconformity with the limits of this
92 subsection.

93
94 f. Screening.

95
96 1. When one or more side or rear lot lines abut land within an RO, RR, or UR district or when a
97 side or rear yard area is to be used for parking, loading, unloading or servicing, then those side
98 and rear yard areas shall be effectively screened by a wall, fence, or other sight-obscuring
99 screening. Such screening shall be of a height adequate to screen activity on the lot from
100 outside view by a person of average height standing at street level.

101
102 2. Outside storage of materials, equipment and trash/dumpsters adjacent to East End Road
103 and Kachemak Drive shall be screened. Screening may consist of walls, fences, landscaped
104 berms, evergreen plantings, or any combination thereof.

105
106 Section 2: This ordinance is of a permanent and general character and shall be included
107 in the City Code.

108
109 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER THIS ___ DAY OF _____,
110 2019.

111
112 CITY OF HOMER

113
114
115 _____
116 KEN CASTNER, MAYOR

117
118 ATTEST:
119
120 _____
121 MELISSA JACOBSEN, MMC, CITY CLERK

122
123
124

125 YES:
126 NO:
127 ABSTAIN:
128 ABSENT:
129
130 First Reading:
131 Public Hearing:
132 Second Reading:
133 Effective Date:
134
135 Reviewed and approved as to form:
136
137
138 _____
139 Katie Koester, City Manager
140
141 Date: _____

Holly Wells, City Attorney

Date: _____

ORDINANCE REFERENCE SHEET
2019 ORDINANCE
ORDINANCE 19-41

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 21.24.020, Permitted Uses and Structures; and Homer City Code 21.26.020, Permitted Uses and Structures, to Expand Manufacturing Activities in the General Commercial 1 and General Commercial 2 Zoning Districts.

Sponsor: Planning Commission

1. City Council Regular Meeting September 9, 2019 Introduction
Memorandum 19-122 from City Planner as backup
2. City Council Regular Meeting September 23, 2019 Public Hearing and Second Reading

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

3 Planning
4 Commission

5 **ORDINANCE 19-41**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING HOMER CITY CODE 21.24.020, PERMITTED USES AND
9 STRUCTURES; AND HOMER CITY CODE 21.26.020, PERMITTED
10 USES AND STRUCTURES, TO EXPAND MANUFACTURING
11 ACTIVITIES IN THE GENERAL COMMERCIAL 1 & GENERAL
12 COMMERCIAL 2 ZONING DISTRICTS.

13
14 WHEREAS, The 2018 Homer Comprehensive Plan goals include the support of a variety
15 of well-defined commercial/business districts for a range of commercial purposes; and

16
17 WHEREAS, The 2018 Homer Comprehensive Plan Chapter 7, Economic Vitality
18 encourages zoning regulations that support new businesses; and

19
20 WHEREAS, Manufacturing is supported in the General Commercial 1 and 2 Districts; and

21
22 WHEREAS, The current list of items permitted for manufacturing in the General
23 Commercial 1 and 2 Districts unnecessarily limits opportunities; and

24
25 WHEREAS, The General Commercial 1 and 2 Districts have adopted nuisance standards;
26 and

27
28 WHEREAS, The Planning Commission supports expanded manufacturing activities in
29 the General Commercial 1 and 2 Zoning Districts.

30
31 NOW THEREFORE, THE CITY OF HOMER ORDAINS:

32
33 Section 1. Homer City Code 21.24.020 is hereby adopted to read as follows:

34
35 21.24.020 Permitted uses and structures.

36 The following uses are permitted outright in the General Commercial 1 District, except when
37 such use requires a conditional use permit by reason of size, traffic volumes, or other reasons
38 set forth in this chapter.

39
40 a. Air charter operations and floatplane tie-up facilities;

41
42 b. General business offices and professional offices;

- 43
44 c. Dwelling units located in buildings primarily devoted to business uses;
45
46 d. Auto repair;
47
48 e. Auto and trailer sales or rental areas;
49
50 f. Auto fueling stations and drive-in car washes;
51
52 g. Building supply and equipment sales and rentals;
53
54 h. Restaurants, including drive-in restaurants, clubs and drinking establishments;
55
56 i. Garden supplies and greenhouses;
57
58 j. Heavy equipment and truck sales, rentals, service and repair;
59
60 k. Hotels and motels;
61
62 l. Lumberyards;
63
64 m. Boat and marine equipment sales, rentals, service and repair;
65
66 n. Mortuaries;
67
68 o. Open air businesses;
69
70 p. Parking lots and parking garages, in accordance with Chapter 21.55 HCC;
71
72 q. Manufacturing, **fabrication and assembly** of ~~electronic equipment, electrical devices,~~
73 ~~pottery, ceramics, musical instruments, toys, novelties, small molded products and furniture;~~
74
75 r. Publishing, printing and bookbinding;
76
77 s. Recreation vehicle sales, rental, service and repair;
78
79 t. Retail businesses;
80
81 u. Trade, skilled or industrial schools;
82
83 v. Wholesale businesses, including storage and distribution services incidental to the products
84 to be sold;

- 85
86 w. Welding and mechanical repair;
87
88 x. Parks and open space;
89
90 y. Appliance sales and service;
91
92 z. Warehousing, commercial storage and mini-storage;
93
94 aa. Banks, savings and loans, credit unions and other financial institutions;
95
96 bb. Customary accessory uses to any of the permitted uses listed in the GC1 district; provided,
97 that no separate permit shall be issued for the construction of any type of accessory building
98 prior to that of the main building;
99
100 cc. Dry cleaning, laundry, and self-service laundries;
101
102 dd. Taxi operation;
103
104 ee. Mobile food services;
105
106 ff. Itinerant merchants, provided all activities shall be limited to uses permitted outright under
107 this zoning district;
108
109 gg. Recreational vehicle parks, provided they shall conform to the standards in Article II of
110 Chapter 21.54 HCC;
111
112 hh. Day care homes; provided, that a conditional use permit was obtained for the dwelling, if
113 required by HCC 21.24.030; all outdoor play areas must be fenced;
114
115 ii. Rooming house and bed and breakfast;
116
117 jj. Dormitory;
118
119 kk. As an accessory use, one small wind energy system per lot;
120
121 ll. Marijuana cultivation facilities, manufacturing facilities, retail facilities, and testing facilities
122 as defined by State law.
123
124 Section 2: Homer City Code 21.26.020 is hereby adopted to read as follows:
125
126 21.26.020 Permitted uses and structures.

127 The following uses are permitted outright in the General Commercial 2 District, except when
128 such use requires a conditional use permit by reason of size, traffic volumes, or other reasons
129 set forth in this chapter:

130

131 a. Production, processing, assembly and packaging of fish, shellfish and seafood products;

132

133 b. Construction, assembly and storage of boats and boat equipment;

134

135 c. **Manufacturing, fabrication and assembly** and ~~assembly of pottery and ceramics, musical~~
136 ~~instruments, toys, novelties, small molded products, electronic instruments and equipment~~
137 ~~and electrical devices;~~

138

139 d. Research and development laboratories;

140

141 e. Trade, skills or industrial schools;

142

143 f. Publishing, printing and bookbinding facilities;

144

145 g. Auto, trailer, truck, recreational vehicle and heavy equipment sales, rentals, service and
146 repair, excluding storage of vehicles or equipment that is inoperable or in need of repair;

147

148 h. Storage and distribution services and facilities, including truck terminals, warehouses and
149 storage buildings and yards, contractors' establishments, lumberyards and sales, or similar
150 uses;

151

152 i. Airports and air charter operations;

153

154 j. Underground bulk petroleum storage;

155

156 k. Cold storage facilities;

157

158 l. Parking lots and parking garages, in accordance with Chapter 21.55 HCC;

159

160 m. Mobile commercial structures;

161

162 n. Accessory uses to the uses permitted in the GC2 district that are clearly subordinate to the
163 main use of the lot or building, such as wharves, docks, restaurant or cafeteria facilities for
164 employees; or caretaker or dormitory residence if situated on a portion of the principal lot;
165 provided, that separate permits shall not be issued for the construction of any type of
166 accessory building prior to that of the main building;

167

168 o. Taxi operation;

- 169
170 p. Mobile food services;
171
172 q. Itinerant merchants, provided all activities shall be limited to uses permitted outright under
173 this zoning district;
174
175 r. Recreational vehicle parks, provided they shall conform to the standards in Chapter 21.54
176 HCC;
177
178 s. Hotels and motels;
179
180 t. Dormitory;
181
182 u. As an accessory use, one small wind energy system per lot;
183
184 v. Open air business;
185
186 w. Marijuana cultivation facilities, manufacturing facilities, retail facilities, and testing facilities
187 as defined by State law.

188
189 Section 3: This ordinance is of a permanent and general character and shall be included
190 in the City Code.

191
192 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER THIS ___ DAY OF _____,
193 2019.

194
195 CITY OF HOMER

196
197
198 _____
199 KEN CASTNER, MAYOR

200
201 ATTEST:

202
203 _____
204 MELISSA JACOBSEN, MMC, CITY CLERK

205
206
207 YES:

208 NO:

209 ABSTAIN:

210 ABSENT:

211 First Reading:
212 Public Hearing:
213 Second Reading:
214 Effective Date:
215
216 Reviewed and approved as to form:
217
218
219 _____
220 Katie Koester, City Manager
221
222 Date: _____

Holly Wells, City Attorney

Date: _____

ORDINANCE REFERENCE SHEET
2019 ORDINANCE
ORDINANCE 19-23

An Ordinance of the City Council of Homer, Alaska, Repealing and Reenacting Homer City Code Title 14 to be Entitled “Homer Public Utility Systems” and Homer City Code Title 17 to be Entitled “Public Assessments” to: 1) Consolidate Water and Sewer System Regulations and Rates; 2) Update Definitions and Common Terms, and 3) Create Uniformity Between Service and Assessment Practices and Repealing Homer City Code Chapters 9.08, 13.24 and 13.28 to Relocate Utility Construction Practices and Fees from Homer City Code 13.24 and Homer City Code 13.28 Into Titles 14 and 17 and Move Homer City Code 9.08 to Homer City Code 17.03 and Update Assessment Lien Enforcement Provisions to Incorporate State Law Requirements.

Sponsor: Lord/Stroozas

1. City Council Regular Meeting May 28, 2019 Introduction

Memorandum 19-058 from Councilmembers Lord and Stroozas as backup
Memorandum 19-063 from City Attorney as backup
2. City Council Regular Meeting June 10, 2019 Worksession and Public Hearing

Memorandum 19-080 from Councilmember Lord & Stroozas as backup
3. City Council Regular Meeting June 24, 2019 Public Hearing
4. City Council Worksession July 10, 2019
5. City Council Regular Meeting July 22, 2019, Public Hearing

Memorandum 19-089 from Councilmember Lord as backup
6. City Council Worksession August 12, 2019
7. City Council Worksession September 16, 2019
8. City Council Regular Meeting September 23, 2019 Public Hearing and Second Reading

Memorandum 19-125 from City Attorney as backup

**CITY OF HOMER
HOMER, ALASKA**

Lord/Stroozas

ORDINANCE 19-23(S)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA REPEALING AND REENACTING HOMER CITY CODE TITLE 14 TO BE ENTITLED "HOMER PUBLIC UTILITY SYSTEMS" AND HOMER CITY CODE TITLE 17 TO BE ENTITLED "PUBLIC ASSESSMENTS" TO: 1) CONSOLIDATE WATER AND SEWER SYSTEM REGULATIONS AND RATES; 2) UPDATE DEFINITIONS AND COMMON TERMS, AND 3) CREATE UNIFORMITY BETWEEN SERVICE AND ASSESSMENT PRACTICES AND REPEALING HOMER CITY CODE CHAPTERS 9.08, 13.24 AND 13.28 TO RELOCATE UTILITY CONSTRUCTION PRACTICES AND FEES FROM HOMER CITY CODE 13.24 AND HOMER CITY CODE 13.28 INTO TITLES 14 AND 17 AND MOVE HOMER CITY CODE 9.08 TO HOMER CITY CODE 17.03 AND UPDATE ASSESSMENT LIEN ENFORCEMENT PROVISIONS TO INCORPORATE STATE LAW REQUIREMENTS.

WHEREAS, The Homer City Code currently requires property owners to connect to the Homer Sanitary Wastewater and Sewage System and the Homer Public Water System and regulates construction, installation, and use of these systems; and

WHEREAS, The regulatory, assessment, and fee provisions regarding Homer's public utilities are located in various sections throughout the Code; and

WHEREAS, The laws governing Homer's public utilities have not been recently updated to reflect the City's growth, progress, and needs; and

WHEREAS, The Code contains technical construction and installation requirements that are best addressed via permit criteria rather than provisions in the Code; and

WHEREAS, It is in the City's and the public's best interest to identify assessments and procedures arising from public utilities and capital improvements in the same title and ensure all assessment procedures are clear, consistent, and easily understood; and

WHEREAS, Certain fees and assessments were addressed in Titles 9, 13, and 14 while others were in Title 17.

NOW THEREFORE, THE CITY OF HOMER ORDAINS:

84 a. The City Manager is empowered to make rules and regulations for the administration of City
85 water and sewer services and construction, repair, operations, and maintenance of City water
86 and sewer systems. Any rules and regulations adopted by the City Manager under this section
87 and the current utility rates adopted by Council shall be available for public inspection at the
88 City Clerk's office, the Public Works Department, and on the City's website.

89
90 b. No person shall fail to comply with any rule or regulation adopted under the authority of this
91 section.

92
93 14.01.030 Immunity for discretionary acts.

94
95 An action for damages may not be brought against the City, or any of its agents, officers,
96 contractors or employees, for a claim based on the exercise or failure to exercise any
97 discretionary function or duty granted in this title, whether or not the discretion was abused,
98 including, without limitation, the exercise of discretion to restrict, interrupt, decrease, or
99 terminate the sale of water to bulk water customers, resellers, or others for export or
100 consumption outside the certificated service area or the discontinuance of water or sewer
101 services. Nothing in this section shall be construed to limit any defenses or immunities
102 available under AS 09.65.070 or any other provision of law.

103
104 14.01.040 Violation-Penalty.

105
106 a. The penalty for violating a provision of this title is the fine listed in the fine schedule in HCC
107 1.16.040. If no fine is listed for the offense in HCC 1.16.040, then the defendant must appear in
108 court and, if convicted, is subject to the general penalty as provided in HCC 1.16.010 unless
109 another penalty is specifically provided.

110
111 b. The City shall provide notice of a violation via certified return receipt U.S. mail to the owner
112 of the property on which the violation is occurring. This notice shall include the name of the
113 property owner, the location of the violation, the Code provisions violated, and the action
114 necessary to correct the violation.

115
116 c. Before assessing penalties under this section, the City shall provide written notice of penalty
117 to the property owner via certified return receipt U.S. mail and personal delivery. This notice
118 shall include all the information required in subsection (b), the date from which penalties incur,
119 and notice of the right to appeal to the City Manager.

120
121 14.01.045 Violation-Right of appeal.

122
123 a. The finding of a violation and assessment of a penalty within 30 days from the date the notice
124 of penalty was postmarked.

125

126 b. Untimely appeals shall not be accepted. A notice of appeal must be filed in writing with the
127 City Clerk and be accompanied by the appeal fee set forth in the Homer fee schedule. The
128 notice must contain:

- 129 1. Name and address of the owner of the property issued the citation;
- 130 2. A copy of the notice being appealed;
- 131 3. A statement of the grounds for appeal that must include detailed and specific
132 allegations of error and references to applicable provisions of the Code or other law.

133
134 c. The City Manager may appoint a hearing officer or City official, other than the Public Works
135 Director, to act as the decision maker in an appeal under this section.

136
137 d. An appeal before the City Manager or his or her designee shall be heard within 30 days from
138 the day the appeal is filed. The person against whom the violation is assessed shall be given an
139 opportunity to be heard at a public hearing and shall have an opportunity to make an oral
140 argument and present evidence.

141
142 e. The City Manager or his or her designee shall issue a final written decision with his or her
143 findings no more than 30 days after the hearing.

144
145 14.01.050 Bond or cash deposit

146
147 a. Every person, firm or corporate entity carrying on the business of construction and
148 connecting to City sewer and/or water within the City may be required to deposit a bond or
149 cash deposit in favor of the City in an amount and under such conditions deemed appropriate
150 by the City Manager or his or her designee to cover damages of any kind resulting from that
151 person's, firm's or entity's operations. All such sewer or water construction and connections
152 shall be completed in a good and workmanlike manner in accordance with the specifications
153 required by the City. The bond or cash deposit shall be further conditioned that the principal
154 shall repair any damage done to the public sewer or water system on account of such work and
155 shall return the surface of the ground, street, road, building, facility, right-of-way or easement
156 to its original condition insofar as possible and in accordance with the requirements of the City.
157

158 b. Every person, firm or corporate entity carrying on the business of construction and
159 connecting to City sewer and/or water within the City must be approved in writing by the Public
160 Works Director. The Public Works Director shall approve a person, firm or corporate entity
161 under this section so long as he, she or it:

- 162 1. Meets all state and local licensing requirements
- 163 2. Provides a statement demonstrating experience in substantially similar or the
164 same construction projects
- 165 3. Carries liability insurance in the aggregate amount of not less than \$500,000 or
166 as may be additionally required in an amount in excess of \$500,000 as may be deemed

167 necessary for the work by the Public Works Director or their designee to cover the insurance
168 requirement of the work.

169

170 14.01.060 State contractor required.

171

172 A contractor working for the City on a water or sewer project or conducting construction within
173 a public easement or right-of-way shall file a copy of their current State contractor's certificate
174 with the office of the City Clerk.

175

176 14.01.070 Utility permits-Appeal procedure.

177

178 a. Any person who is dissatisfied with the approval or denial of a permit under this title may
179 appeal the decision to the City Manager no more than 30 days after the Public Works Director
180 approves or denies the permit.

181

182 b. An appeal to the City Manager must be filed within 30 days of the written approval or denial
183 of a permit under this chapter. Untimely appeals shall not be accepted. A notice of appeal
184 must be filed in writing with the City Clerk and be accompanied by the appeal fee set forth in
185 the Homer fee schedule. The notice must contain:

186

1. Name and address of the permit applicant;

187

2. A copy of the order or decision being appealed;

188

3. A statement of the grounds for appeal that must include detailed and specific
189 allegations of error and references to applicable provisions of the Code or other law.

190

191 c. The City Manager may appoint a hearing officer or City official, other than the Public Works
192 Director, to act as the decision maker in an appeal under this section.

193

194 d. An appeal before the City Manager or his or her designee shall be heard within 30 days from
195 the day the appeal is filed. The permit applicant shall be given an opportunity to be heard at a
196 public hearing and shall have an opportunity to make an oral argument and present evidence.

197

198 e. The City Manager or his or her designee shall issue a final written decision with his or her
199 findings no more than 30 days after the hearing.

200

201 14.01.080 Utility permit appeals- Superior Court

202

203 A final decision of the City Manager or his or her designee may be appealed to the Superior
204 Court no later than 30 days following the date the decision of the hearing officer is issued. An
205 appeal to the court must be filed according to the applicable court rules.

206

207 14.01.090 Water and sewer rate schedule

208 a. The City Council shall adopt, renew, review and amend, as necessary, a water and sewer rate
209 schedule annually via resolution. Copies of the rate schedule shall be available at the Public
210 Works Department. The schedule may also be available on the City’s website.

211
212 b. The City will allow, upon approval of a written application and payment of fee established
213 by the City Council, a second water usage meter to measure the flow of City water that is not
214 discharged to the Sanitary System. This second meter will be read monthly and sewer charges
215 will be credited monthly.

216
217 CHAPTER 14.04
218 HOMER SANITARY WASTEWATER AND SEWAGE SYSTEM
219

220 Sections:

- 221 14.04.010 Purpose.
- 222 14.04.015 Definitions.
- 223 14.04.018 Service connection charges.
- 224 14.04.020 Connection – Required.
- 225 14.04.030 Industrial waste.
- 226 14.04.050 Sewer service connection and extension permit.
- 227 14.04.055 Sewer connection and extension permit fee.
- 228 14.04.060 Disposition of revenue.
- 229 14.04.070 Destruction/abandonment of private sewage disposal systems.
- 230 14.04.080 Commercial waste disposal permit.
- 231 14.04.090 Industrial waste disposal permit.
- 232 14.04.100 Discharge of surface drainage into HSWS illegal.

233
234 14.04.010 Purpose.
235

236 It is the intent of this chapter to establish rules and regulations for the operation and
237 installation of the Homer Sanitary Wastewater and Sewage System, which may be called the
238 “HSWS” or the “Sanitary System” throughout this chapter. It is the goal of the City of Homer
239 for all wastewater and sewage within City boundaries to be connected to the HSWS, ensuring
240 proper wastewater and sewage management throughout the City. This Code should be
241 interpreted in furtherance of that goal.

242
243 14.04.015 Definitions.
244

245 For the purposes of this chapter, the following words and phrases shall have the meanings set
246 forth below:

247
248 “ADEC” means the State of Alaska Department of Environmental Conservation.
249

250 A “directly adjacent” sewer main means either (1) the main extends the entire length of the
251 frontage of the lot along an easement or right-of-way; or (2) it extends at least 10 feet into an
252 easement or right-of-way adjacent to the lot and the Public Works Director determines that the
253 main will not be extended to serve additional lots.

254
255 “Domestic sewage” means waste containing human or animal excretion, other than industrial
256 waste.

257
258 “Dwelling” or “dwelling unit” means any building or portion thereof which contains living
259 facilities, including provisions for sleeping, eating, cooking, and sanitation, for not more than
260 one family.

261
262 “Industrial plant” means a plant or works producing waste material, other than domestic
263 sewage.

264
265 “Industrial waste” means liquid or solids contained within a liquid, other than domestic
266 sewage.

267
268 “Multiple-family dwelling” means a building or portion thereof designed for occupancy by two
269 or more families living independently in separate dwelling units which may or may not share
270 common entrances and/or other spaces.

271
272 “On-site sewer connection line” means the part of the sewer connection line located on the
273 property being serviced by that line.

274
275 “Off-site sewer connection line” means the part of the sewer connection line located in a public
276 easement or right-of-way.

277
278 “Premises” means a lot, parcel of land, building or establishment.

279
280 “Sewage” means a combination of liquid- or water-carried human waste conducted away from
281 residences, business buildings and institutions, which is known as domestic sewage, together
282 with the liquid- or water-carried waste resulting from a manufacturing process employed in
283 industrial establishments, including the washing, cleaning or drain water from such process or
284 establishment, which is known as industrial waste.

285
286 “Sewer connection line” means a line or pipe carrying sewage from a premises to a sewer main.

287
288 “Sewer extension” means an extension of the sewer main.

289
290 “Spaghetti line” means a pipe or line connecting to a sewer main that is not directly adjacent
291 to the lot being serviced by the line or pipe.

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14.04.018 Service connection charges.

A person applying for sewer service to property not previously connected to the Sanitary System shall pay a sewer connection charge, which shall include engineering costs of inspecting and/or installing the on-site sewer connection line and permit application fees and costs. The amount of the sewer connection charge and the costs included in that charge shall be published annually on the City website and a newspaper of general circulation.

14.04.020 Connection – Required.

a. Except as otherwise provided in this chapter, no person shall erect or occupy a dwelling or commercial or industrial building directly adjacent to the Sanitary System without connecting to the Sanitary System.

b. Except when expressly approved by permit, spaghetti lines are prohibited. No service will be provided to a lot that is not directly adjacent to a sewer main.

c. Where the Sanitary System is not available, a septic system may be used so long as the septic system is installed and maintained as required by ADEC and all other laws and provide adequate disposal of waste.

d. Except as otherwise provided in this section, Property owners must connect to the Sanitary System no more than three years after the owner of a property receives written notice that the Sanitary System is available to the property.

e. Property owners with compliant and fully functioning septic systems may wait to connect to the Sanitary System but shall connect to the Sanitary System before and instead of replacing or repairing any substantial component of a septic system on the property. Property owners delaying connection the Sewer System under this subsection must provide written notice of the property owner’s intent to temporarily stay connection only in compliance with the code. The notice of stay must be received by the City no more than 60 days after the City provides written notice to the property owner that the Sanitary System is available to the property. A Notice to Stay Connection is available at the Clerk’s office, the Public Works Department, and/or on the City’s website.

f. Outhouses, cesspools, privies or any private wastewater system that is not subject to approval and regulation by **ADEC** is prohibited within the City.

14.04.030 Industrial Waste.

333 The City shall adopt industrial pretreatment discharge and waste disposal procedures and
334 regulations. These procedures and regulations and any amendments to them must be
335 approved by Council via ordinance.

336

337 14.04.050 Sewer service connection and extension permit.

338

339 a. No person shall install a sewer extension or a sewer connection line without first obtaining
340 a sewer connection permit from the City. Permit applications may be obtained from the Public
341 Works Department, the City Clerk's office, and/or the City's website. Permit fees must be paid
342 at the time the application is submitted. The sewer connection and extension permit fee shall
343 include all inspection and administrative costs. All other fees for delayed or deferred services,
344 in lieu of assessments and necessary right-of-way permits shall be in addition to the permit
345 fee.

346

347 b. A property owner installing a sewer connection or extension which qualifies for a deferred
348 assessment payment or makes a payment in lieu of assessment, shall pay the assessment prior
349 to issuance of the connection or extension permit.

350

351 c. The sewer connection permit criteria shall be identified in the permit application obtained
352 from the Public Works Office.

353

354 d. All work and materials must meet the standards and specifications as described in the
355 permit application, Homer City Code, the Uniform Building Code, and ADEC.

356

357 e. Property owners connecting to the Sanitary System shall provide and pay for all materials,
358 labor, and equipment for the excavation, connection and installation of the sewer line and
359 shall be responsible for any liability, damages or costs arising from installation, excavation,
360 and connection.

361

362 f. All sewer connections and extensions shall be inspected by the Public Works Department
363 before the connection is used. The customer shall make arrangements with the Public Works
364 Department at least 24 hours in advance for all required inspections.

365

366 14.04.070 Destruction/Abandonment of private sewage disposal systems.

367

368 All septic tanks, cesspools, privies, or sewage holding tank/vaults shall be removed, filled or
369 destroyed in full compliance with Conservation requirements and the Uniform Plumbing Code.

370

371 14.04.080 Commercial waste disposal permit.

372

373 a. Except for property owners connecting to the Sanitary System for disposal of waste from a
374 single family dwelling or property owners required to obtain an industrial waste disposal

375 permit, all property owners must obtain a commercial waste disposal permit before
376 discharging any waste into the Sanitary System.

377

378 b. The waste disposal permit application shall be available at the Public Works Office and may
379 be available on the City's website. The permit fee must be paid at the time the application is
380 submitted. The criteria for the permit shall be included in the application.

381

382 c. The Public Works Director shall issue a commercial waste disposal permit so long as:

383 1. The Public Works Director reasonably believes, and the property attests that the type
384 of waste reported by the property owner will not damage the Sanitary System; and

385 2. The sewer pipeline has sufficient capacity to dispose of the disclosed wastes.

386

387 d. The Public Works Director or his designee may revoke, modify or impose conditions upon a
388 disposal permit if he or she finds, in his or her sole discretion, that revocation, conditions or
389 modifications to the permit are required to prevent or stop damage to the Sanitary System.
390 Except when immediate action is necessary to protect the Sanitary System and prevent
391 immediate harm to public health and sanitation, the Public Works Director shall provide notice
392 to the property owner at least 30 days before revoking or modifying a disposal permit.

393

394 14.04.090 Industrial waste disposal permit.

395

396 a. All significant industrial users must obtain an industrial waste disposal permit from the City.
397 A significant industrial user means an industrial user of the System who meets any one of the
398 following criteria:

399 1. Is subject to or potentially subject to national pretreatment standards promulgated
400 under Section 307(b) or (c) of the Clean Water Act;

401 2. Has in its wastes any priority toxic pollutants listed in 40 CFR 401.15 or 40 CFR Part
402 403 or listed by the Public Works Director;

403 3. Has in its wastes toxic pollutants as defined pursuant to Section 307 of the Clean
404 Water Act or regulations promulgated thereto;

405 4. Has a discharge flow of 10,000 gallons or more of wastewater per average work day;

406 5. Has a flow greater than five percent of the flow into the HSWS or of the design
407 pollutant loading capacity of the HSWS; or

408 6. Is determined by the Public Works Director to have a significant impact or potential
409 for significant impact, either singly or in combination with other contributing
410 industries, on the wastewater treatment system, the quality of sludge, the HSWS
411 effluent quality, or air emissions generated by the HSWS.

412

413 b. The industrial waste disposal permit application shall be available at the Public Works
414 Office, and may also be available on the City's website. The permit fee must be paid at the time
415 the application is submitted. The criteria for the permit shall be included in the application.

416 c. The Public Works Director shall only issue an industrial waste disposal permit after finding
417 that:

- 418 1. The applicant and the sewage generated on the property subject to the permit
419 complies with the City of Homer Industrial Pretreatment and Discharge Policies as
420 adopted by Council; and
- 421 2. The sewer pipeline has sufficient capacity to dispose of the disclosed wastes.
422

423 d. The Public Works Director or his designee may revoke, modify or impose conditions upon an
424 industrial waste disposal permit if he or she finds, in his or her sole discretion, revocation,
425 conditions or modifications to the permit are required to prevent or stop damage to the
426 Sanitary System. Except when immediate action is necessary to protect the Sanitary System
427 and prevent immediate harm to public health and sanitation, the Public Works Director shall
428 provide notice to the property owner at least 30 days before revoking or modifying a disposal
429 permit.

430
431 14.04.100 Discharge of surface drainage into HSWS Illegal.

432
433 No connections shall be made to any public sewer or any premises for the purpose of directing
434 or diverting any storm water or any surface or underground drainage into the sewer, and no
435 person shall discharge into any public sewer or house lateral any leader pipe from a roof,
436 surface drain, underground drain or any solid or liquid waste other than the sewage composed
437 of the ordinary liquid wastes of residences, business buildings and institutions from baths,
438 toilets, laundries, wash tubs, sinks and floor drains. Connections of surface or groundwater to
439 the sanitary sewer are considered illegal.

440
441 CHAPTER 14.08
442 HOMER PUBLIC WATER SYSTEM

443 Sections:

- 444 14.08.010 Purpose.
- 445 14.08.020 Definitions.
- 446 14.08.030 Water connections and extensions.
- 447 14.08.037 Water meters.
- 448 14.08.040 Water meter installation.
- 449 14.08.050 Water connection and extension permit.
- 450 14.08.060 Disconnection due to nonpayment.
- 451 14.08.070 Frozen pipes – City not liable.
- 452 14.08.080 Discontinuance of water.
- 453 14.08.090 Priority use of water.
- 454 14.08.100 Surplus water – Sale.
- 455 14.08.110 Water shortage or emergency declaration.
- 456 14.08.120 Water shortage or emergency – Interruption of sale of surplus water –
457 Other measures.

458 14.08.130 Water shortage or emergency – Appeal.

459 14.08.150 Service deposits.

460 14.08.160 Bulk water sales.

461 14.08.170 Water filling station permit.

462

463 14.08.010 Purpose.

464

465 It is the intent of this chapter to establish rules and regulations for the operation of the Homer
466 Public Water System. The Homer Public Water System may also be called “HPWS” or the
467 “Water System” in this chapter, permit applications, and/or City regulations and policies. The
468 provisions in this chapter also provide for the financial management of the Water System.

469

470 14.08.020 Definitions.

471

472 For the purposes of this chapter, the following words and phrases shall have the meanings set
473 forth below:

474

475 “Bulk water” means water purchased from the City and supplied to the customer by means of
476 fire hydrant, tanker truck, or by any other means other than through a direct connection from
477 a water main to the premises where the water is consumed.

478

479 “Bulk water customer” means a person who purchases bulk water from the City.

480 A “directly adjacent” water main either (1) extends the entire length of the frontage of the lot
481 along a public easement or right-of-way; or (2) extends at least 10 feet into the easement or
482 right-of-way adjacent to the lot and the Public Works Director has determined that at no time
483 will the water main be extended to serve additional lots.

484

485 “Reseller” or “reseller of water” means a person who purchases water from the City and, for
486 valuable consideration, provides any quantity of such water to another person, but it shall not
487 include any eating or drinking establishment that provides its customers City water only by the
488 glass.

489

490 “Standard service account” means an established City water utility account for metered water
491 service through a direct connection from the City water main to the premises served.

492

493 “Surplus water” means water that the City administration has determined, in its sole
494 discretion, is in excess of the water needed to meet the consumption, sanitation, and fire
495 protection needs within the boundaries of the City.

496

497 “Multiple-family dwelling” means a building or portion thereof designed for occupancy by two
498 or more families living independently in separate dwelling units which may or may not share
499 common entrances and/or other spaces.

500
501 “Off-site water connection line” means the part of the water connection line located in a public
502 easement or right-of-way.

503
504 “On-site water connection line” means the part of the water connection line located on the
505 property being serviced by that line.

506
507 “Premises” means a lot, parcel of land, building or establishment.

508
509 “Water connection line” means a line or pipe carrying water from the water main to a
510 premises.

511
512 “Water extension” means an extension of the water main.

513
514 “Spaghetti line” means a pipe or line connecting to a sewer main that is not directly adjacent
515 to the lot being serviced by the line or pipe.

516
517 “Water filling station” means a non-City facility used to supply bulk water from the Water
518 System to a tanker truck or other means of conveyance.

519
520 14.08.030 Operation of water valves, fire hydrants and curb stops.

521
522 Only authorized City personnel shall operate water valves, fire hydrants, and curb stops.

523
524 14.08.040 Water meter installation.

525
526 a. Property owners must install a water meter and related components before they will be
527 eligible to connect to the Water System. Installation of all water meters must comply with
528 installation instructions drafted by the Public Works Department and approved by City Council
529 and available at the City Clerk’s Office and Public Work’s office. A violation of the installation
530 instructions shall constitute a violation of this chapter.

531
532 b. The property owner required to install the water meter shall be responsible for all costs
533 associated with installation of that meter and its corresponding mechanisms and a rental fee
534 for the meter from the City.

535
536 c. The City shall have the right to install a water meter remote on a building serviced or
537 scheduled to be serviced by the Water System. The meter shall be the size and model indicated
538 by the Public Works Director.

539
540 d. Water meters remain City property. Persons renting meters shall be responsible for damage
541 arising from external damage and freezing. Internal wear and tear and failure of the meter due

542 to general external wear and tear shall be the responsibility of the City. Customers shall provide
543 reasonable access for City personnel to maintain, monitor, and service a meter.

544

545 14.08.050 Water connection and extension permit.

546

547 a. All property owners connecting to the Water System must obtain a permit prior to starting
548 construction.

549

550 b. The Water System connection and extension permit application shall be available at the City
551 Clerk's office, the Public Works Department, and/or on the City's website. The permit fee must
552 be paid at the time the application is submitted. The criteria for the permit shall be included
553 in the application.

554

555 c. The Public Works Director or his or her designee may revoke, modify or impose conditions
556 upon a Water System permit if he or she finds, in his or her sole discretion, that revocation,
557 conditions or modifications to the permit are required to prevent or stop damage to the Water
558 System. Except when immediate action is necessary to protect the Water System and prevent
559 immediate harm to public health and sanitation, the Public Works Director shall provide notice
560 to the property owner at least 30 days before revoking or modifying a Water System permit.

561

562 d. Installation of a Water System connection or extension of a water main must meet the
563 standards and specification in the permit application, the Homer City Code, and any applicable
564 state or federal law or regulations, including but not limited to State of Alaska Department of
565 Labor Occupational Safety and Health requirements.

566

567 e. A property owner installing an on-site water connection line or extending a water main is
568 solely responsible for all costs and liability associated with or arising from the excavation,
569 connection, and installation of the on-site water line or water main extension.

570

571 14.08.060 Disconnection due to nonpayment.

572

573 The City may discontinue water service for nonpayment of any utility service charges,
574 connection fees and related charges. The City shall provide notice to a Water System user at
575 least 30 days before discontinuing water service due to nonpayment.

576

577 14.08.070 Frozen pipes – City not liable.

578

579 Customers will be solely responsible for all on-property frozen water connections and
580 extensions.

581

582 14.08.080 Discontinuance of water.

583

584 Water may at any time be shut off from water mains without notice for repairs, extensions or
585 other necessary purposes. The City will not be liable to the customer for any loss or damage
586 caused by disruptions in water service.

587

588 14.08.090 Priority use of water.

589

590 The first priority of use of the water produced by the Water System is to provide for human
591 consumption, sanitation, and fire protection needs of water consumers within the boundaries
592 of the City of Homer.

593

594 14.08.100 Surplus water – Sale.

595

596 a. Subject to subsection (b) of this section and other provisions of this chapter, water may be
597 made available for sale to bulk water customers, resellers, and others for export or
598 consumption outside the boundaries of the City of Homer.

599

600 b. Notwithstanding any other provision of this title, City Council may by resolution restrict,
601 interrupt, decrease, or terminate the sale of water for export or consumption outside the
602 boundaries of the City if Council determines it is in the best interests of the City to do so.

603

604 14.08.110 Water shortage or emergency declaration.

605

606 a. City Council may declare a water shortage and restrict the use of water within the boundaries
607 of the City if it finds, via resolution, and after conducting a public hearing, insufficient water
608 available to meet the sanitation, fire protection, and consumption needs within the
609 boundaries of the City.

610

611 b. City Council may declare a surplus water shortage via resolution and restrict use of surplus
612 water as Council deems necessary and in the City's best interest.

613

614 c. The City Manager may declare a water emergency of up to 30 days if he or she finds that there
615 is an imminent threat or actual impairment to the City's ability to meet water supply demands.
616 The City Manager shall submit a summary of the declaration of water emergency and the
617 reasons for the declaration at the next regularly scheduled Council meeting.

618 14.08.120 Water shortage or emergency – Interruption of sale of surplus water – Other
619 measures.

620

621 a. If a water shortage or water emergency is declared, the City shall first restrict, decrease,
622 interrupt, or terminate the sale of surplus water. The City may take any other measures that
623 the City determines, in its sole discretion, are necessary to address the water shortage or
624 emergency so long as it does so without discrimination between similarly situated consumers.

625

626 b. Any measures adopted in response to a declared water shortage or emergency shall, for the
627 duration of the period of the declared shortage or emergency, prevail over any conflicting
628 provisions of law establishing rights of persons to receive specific or proportionate amounts of
629 the water supply.

630
631 c. Any measures adopted in response to a declared water shortage or water emergency will be
632 made available for public inspection at the City Clerk's office, at the City Library, and at the
633 Public Works Department while those measures are in effect. Notice of the measures shall also
634 be posted on the City's website within 48 hours after the declaration of the water shortage or
635 emergency.

636
637 14.08.130 Water shortage or emergency – Appeal.

638
639 Any person aggrieved by a City Council declaration of a water shortage or water emergency
640 under HCC 14.08.110, or by any action taken by the City in response to such a declaration, may
641 appeal the declaration or action to the Superior Court. The appeal must be filed within 30 days
642 from the date the declaration was adopted or action taken. The declaration or action of the
643 City shall not be reversed except on the ground that such declaration or action was fraudulent,
644 arbitrary, or capricious.

645
646 14.08.150 Service deposits.

647
648 a. All water service users, at the time the service is established, shall pay a deposit based on
649 meter size, established by Council via resolution.

650
651 b. Deposits and any accrued interest shall be refunded:

652 1. After one year of service provided the customer has made all payments owed in full
653 and at the time due; or

654 2. No more than 45 days after the date customer is disconnected from the Water System
655 or stops receiving service. Service deposits and any interest shall first be applied to any
656 outstanding balance owed by the disconnecting customer. If there is a balance, the
657 remaining deposit and interest after the payment of that balance shall be refunded to
658 the disconnecting customer.

659
660 c. Waiving of Deposits. If a customer has had utility service with the City within the last two
661 years and paid their City utility payments on time, the Finance Department may waive the
662 deposit requirement under this section.

663
664 d. Landlord Agreement. An owner/customer who requests an automatic continuance of utility
665 service between renters may enter into a landlord agreement with the City for this purpose.
666 This request should be directed to the Finance Department.

667

668 14.08.160 Bulk water sales.

669

670 a. Bulk water sales rates shall be established by City Council via resolution. The schedule for
671 service fees shall apply to all bulk water service requests.

672

673 b. The meter deposit will be returned when the meter is returned undamaged.

674

675 c. If a bulk water customer purchases a meter from the City for measuring the quantity of water
676 purchased it shall be exempt from the monthly meter service charge. It is the responsibility of
677 the bulk water customer to maintain that meter so the City can accurately determine the
678 amount of water being purchased. In the event the meter fails, the customer must repair or
679 replace the meter at its sole expense. The City may at any time test the meter for accuracy and
680 reject a repaired meter that it is not accurate.

681

682 14.08.170 Water filling station permit.

683

684 a. No person shall establish or operate a water filling station to obtain water from the Water
685 System unless that person has a water filling station permit issued by the City.

686

687 b. A person shall apply for a water filling station permit on a form provided by the City. The
688 permit application is available at the City Clerk's office, the Public Works Department, and may
689 be available on the City's website. The permit fee must be submitted with the application.

690

691 c. The water filling station permit criteria shall be included in the permit application and any
692 conditions and terms of the permit shall be included on the face of the permit. Water filling
693 station permit terms and conditions may include, but are not be limited to, uniform or site-
694 specific flow rate restrictions, storage tank requirements, and other provisions required by the
695 Public Works Department to minimize adverse effects on the Water System and promote its
696 efficient operation.

697

698 CHAPTER 14.50

699 UTILITY DISTRIBUTION FACILITIES

700 Sections:

701 14.50.010 Definitions.

702 14.50.020 Underground installation of cable extensions.

703 14.50.030 Enforcement of this chapter.

704

705 14.50.010 Definitions.

706

707 The following words, terms and phrases, when used in this chapter, shall have the meanings
708 ascribed to them in this section, except where the context clearly indicates a different
709 meaning:

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“Cable” includes cables and wires of all descriptions.

“Natural Gas Assessment District” means City of Homer Natural Gas Distribution Special Assessment District created by Homer City Ordinance 13-02.

“Public utility” includes every corporation, whether public, cooperative, or otherwise, company, individual, or association of individuals, their lessees, trustees, or receivers appointed by a court, that owns, operates, manages, or controls any plant or system for (1) furnishing, by generation, transmission, or distribution, electrical service to the public for compensation; (2) furnishing telecommunication service to the public for compensation.

“Public utility” includes all public utilities, whether or not subject to regulation by the Regulatory Commission of Alaska.

“Telecommunications” means the transmission and reception of messages, images, impressions, pictures, data, and signals by means of electricity, electromagnetic waves, and any other kind of energy, force variations, or impulses, whether conveyed by cable, wire, radiated through space, or transmitted through other media within a specified area or between designated points.

14.50.020 Underground installation of cable extensions.

After October 24, 2006, all public utility cable facilities, including, but not limited to, electric power, telephone, and telecommunications cables constructed or installed for the purpose of providing utility service to any land not served before that date by overhead cable facilities, shall be installed underground, and no cables or supporting poles shall be constructed or installed above ground for such purpose, unless the utility obtains an approved exception pursuant to HCC 22.10.055(e) or (f).

14.50.030 Enforcement of this chapter.

a. In addition to penalties and remedies set forth in this title, no permit may be issued to install a utility line on City property or in a City-owned or controlled easement or right-of-way in violation of this chapter.

Section 8: Title 17 entitled “Improvement Districts” is hereby repealed and reenacted to read as follows:

TITLE 17
PUBLIC ASSESSMENTS

Chapters:

- 752 17.01 General Provisions
- 753 17.02 Special Assessment Districts
- 754 17.03 Enforcement of Public Assessments
- 755 17.05 Homer Public Water System Assessment Fund
- 756 17.10 Water and Sewer Zone Connection Assessments
- 757 17.15 Water and Sewer Individual Connection Assessments
- 758 17.15 Public Utility and improvement short-term financing
- 759 17.20 Developer Reimbursement Plans

760
761 CHAPTER 17.01
762 GENERAL PROVISIONS

763 Sections:

- 764 17.01.010 Definitions.
- 765 17.01.020 Purpose.
- 766 17.01.030 Assessment authority.
- 767 17.01.010 Definitions.
- 768
- 769 17.01.010 Definitions.

770

771 For the purposes of this title, the following words and phrases shall have the meanings set forth
772 below:

773

774 “Benefited area method” means a method of assessment that determines each parcel’s share
775 of the assessment by dividing the total cost of the improvements on which the assessment is
776 based by the total square footage of land benefitted by the improvement and then allocating
777 a portion of the cost of the assessment to each parcel based upon the square footage of the
778 land benefitted by the improvement. The Public Works Director has the authority and
779 discretion to calculate and apply the benefited area method. The square footage included in
780 the calculation shall include only developable land.

781

782 “Cost” means all expenses incurred by the City for an improvement, including but not limited
783 to, advertising expenses, fees of engineers, architects and surveyors, legal fees, costs of
784 property acquisition, payments to construction contractors, costs of interim and long-term
785 financing of the improvement, including costs of issuing bonds and notes, and City
786 administrative costs.

787

788 “Developable land” means land that, in the discretion of the Public Works Director, can be
789 reasonably developed for uses permitted within the property’s zoning district.

790

791 “District” means a special assessment district created under this chapter unless otherwise
792 specified.

793

794 “Improvement” means a capital improvement, including without limitation streets, sidewalks,
795 alleys and bridges; street lighting; drainage and flood control facilities; sanitary sewage
796 collection and treatment facilities; water supply and distribution facilities; natural gas
797 distribution facilities; and parks, playgrounds, public squares and open space.

798

799 “Public Works Director” means the Public Works Director or his or her designee. If the Public
800 Works Director position is not filled or temporarily empty, the City Manager or his or her
801 designee will serve as the “Public Works Director” for purposes of this Title.

802

803 “Special Assessment Application Fee” means the fee charged for the processing of the special
804 assessment district application. The fee is approved annually by Council in the resolution
805 adopting the City fee schedule.

806

807 “Record owner” means the person in whose name real property is listed on the property tax
808 roll prepared by the Kenai Peninsula Borough and thus the record owner of that real property
809 for purposes of this Title.

810

811 17.01.020 Purpose.

812

813 a. The purpose of this title is to identify the assessments the City may charge for acquiring,
814 installing or constructing capital improvements and utility systems that benefit real property
815 within City boundaries.

816

817 17.01.030 Assessment authority.

818

819 The City may assess all or part of the cost of a capital improvement against real property
820 benefited by the improvement, whether the property is privately or governmentally owned,
821 including real property that is exempt from taxation.

822

823 CHAPTER 17.02

824 SPECIAL ASSESSMENT DISTRICTS

825

826 Sections:

827

828 17.02.030 Purpose and authority for special assessment districts.

829 17.02.040 Initiation of a special assessment district.

830 17.02.050 Creation of a special assessment district.

831 17.02.060 Contract – Approval of increased costs.

832 17.02.070 Special assessment roll.

833 17.02.080 Certification of assessment roll.

834 17.02.090 Payment.

835 17.02.100 Subdivision after levy of assessments.

- 836 17.02.120 Reassessment.
- 837 17.02.130 Objection and appeal.
- 838 17.02.140 Interim financing.
- 839 17.02.150 Special assessment bonds.
- 840 17.02.160 Time limit for special assessment districts.
- 841 17.02.170 Water and sewer connections required.
- 842 ~~17.02.180 Road improvement assessments for lots with two street frontages.~~ **[This section**
- 843 **was clarified and moved to a new Chapter, HCC 17.15. The original language of the**
- 844 **section has been edited in HCC 17.15 to permit review of the changes.]**
- 845 17.02.190 Hardship deferrals.
- 846 17.02.200 Payment in lieu of assessment.
- 847
- 848 17.02.030 Purpose and authority for special assessment districts.
- 849
- 850 a. A special assessment district may be created for the purpose of acquiring, installing or
- 851 constructing a capital improvement that primarily benefits real property in the district, in
- 852 contrast to capital improvements that benefit the entire community and are paid for with
- 853 general government resources or improvements that benefit a specific individual parcel.
- 854
- 855 b. The purpose of this chapter is to prescribe the procedure for initiating a special assessment
- 856 district, authorizing an improvement in a special assessment district, approving and levying
- 857 special assessments, payment of special assessments, and the authorization of special
- 858 assessment bonds, for public information and administrative guidance.
- 859
- 860 17.02.040 Initiation of special assessment district.
- 861
- 862 a. A special assessment district may be initiated by:
- 863 1. A Resolution, initiated by a Council member, the City Manager, or through the
- 864 developer reimbursement application process set forth in this Title and approved by a
- 865 vote of not less than three-fourths of Council; or
- 866 2. A Petition signed by 50% of the total record owners who receive notice from the City
- 867 Clerk's office that they will be assessed a portion of the costs of a single capital
- 868 improvement.
- 869
- 870 b. Special assessment petition applications are available from the Clerk's office. A benefited
- 871 property owner proposing a special assessment district by petition must file with the Clerk a
- 872 complete special assessment petition application no more than 60 days after the notice of
- 873 assessment is issued to record owners. The Clerk shall approve all properly and timely
- 874 submitted applications within 10 days of the date on which the application is filed. The Clerk
- 875 shall notify the petition sponsor in writing that the petition has been approved, prepare the
- 876 petition, and distribute it by certified mail to all record owners of property in the proposed
- 877 district no more than 30 days after the petition application is approved.

- 878
879 c. Upon adoption of a resolution initiating a special assessment district, or the filing of a
880 sufficient petition with the Clerk, the City Clerk shall:
- 881 1. Schedule a meeting of record owners of real property in the proposed district, notify
882 the record owners by mail of the date, time and location of the meeting, and include a
883 copy of the notice in the City's regular meeting advertisement; and
 - 884 2. Refer the proposed district to the Public Works Director, who shall prepare an
885 improvement plan for the proposed district. The proposed district improvement plan
886 shall include:
 - 887 A. The boundaries of the proposed district
 - 888 B. The design of the proposed improvement
 - 889 C. A cost estimate for the improvement
 - 890 D. The assessment allocation method used to calculate the amount owed by
891 each record owner in the proposed district
 - 892 E. The percentage of the improvement cost to be assessed against properties in
893 the district
 - 894 F. The time period over which assessments will be financed, and
 - 895 G. Preliminary assessment roll for the proposed district.
 - 896 3. The Public Works Director shall use the benefitted area method in calculating the
897 assessment amount unless another method is specified in the improvement plan.

898
899 17.02.050 Creation of a special assessment district.

900
901 a. Upon completion of an improvement plan under this chapter, the City Clerk shall set a time
902 for a public hearing on the necessity of the improvement and proposed improvement plan.
903 Notice of the hearing shall be published at least twice in a newspaper of general circulation in
904 the City, and mailed via certified mail to every record owner of real property in the proposed
905 district not less than 60 days before the hearing.

906
907 b. A record owner of real property in the proposed district may file a written objection to the
908 improvement plan with the City Clerk no later than the day before the date of the public
909 hearing on the improvement plan. If owners of real property that would bear 50 percent or
910 more of the assessed cost of the improvement file timely written objections, the Council may
911 not proceed with the improvement unless it revises the improvement plan to reduce the
912 assessed cost of the improvement that is borne by objecting record owners to less than 50
913 percent of the assessed cost of the improvement. If the resolution changes the district
914 boundary in the improvement plan, the City Clerk shall notify all record owners of property
915 included in the district under the improvement plan of the change.

916
917 c. At the noticed date and time, Council shall hold a public hearing and shall adopt a resolution
918 approving the assessment if Council finds, via resolution, that the improvement is necessary
919 and benefits the properties that will be assessed. Council must also approve the proposed

920 improvement plan. The resolution shall contain a description of the improvement, the
921 estimated cost of the improvement, the percentage of the cost to be assessed against the
922 properties in the district, and a description of the properties to be assessed.

923
924 d. If record owners of all real property in the proposed assessment district waive in writing the
925 notice, protest period and public hearing required under this section, the question of creating
926 the district may be submitted to Council without such notice, protest period or public hearing.

927
928 17.02.060 Contract – Approval of increased costs.

929
930 a. After a special assessment district has been created, the City shall contract for the
931 construction of the improvement. If the City will own the improvement, it shall solicit bids for
932 construction of the improvement. If the City will not own the improvement, it shall contract
933 with the owner of the improvement to provide for its construction.

934
935 b. If the cost of constructing the improvement will exceed 15 percent of the estimated cost of
936 construction identified in the improvement plan, the City shall not contract for the
937 construction of the improvement without first notifying all record owners in the district via
938 certified mail of the increased cost and providing record owners in the proposed district 30
939 days to object to the increase.

940
941 c. If the City receives written objections from record owners collectively bearing one-half or
942 more of the cost of the improvement, the City may not contract to construct the improvement
943 unless it can do so at an amount not more than 15 percent above the estimated cost of
944 construction identified in the improvement plan. The City may still impose an assessment or
945 levy taxes on the district for the costs of developing the improvement plan so long as the record
946 owners approved the initiation of the district and the improvement plan.

947
948 17.02.070 Special assessment roll.

949
950 a. After completion of the improvement, the City shall assess costs of the improvement and
951 prepare an assessment roll stating for each property in the special assessment district the
952 name and address of the record owner, Kenai Peninsula Borough parcel number, the legal
953 description of the property, the amount assessed against the property, and the assessed value
954 of the property as determined by the Borough Assessor.

955
956 b. Council shall certify the assessment roll by resolution.

957
958 c. Prior to certifying the assessment roll, Council shall hold a hearing. All record owners in the
959 proposed district will have an opportunity to raise objections to the assessment roll at the
960 hearing. At least 15 days before the hearing, the City Clerk shall send written notice of the
961 hearing on the certification of the assessment roll by certified mail to each record owner

962 appearing on the assessment roll and publish notice of the hearing in a newspaper of general
963 circulation in the City.

964

965 17.02.080 Certification of assessment roll.

966

967 After the hearing the Council shall correct any errors or inequalities in the assessment roll. If
968 an assessment is increased, a new hearing shall be set and notice published, except that a new
969 hearing and notice is not required if all record owners of property subject to the increased
970 assessment consent in writing to the increase. Objection to the increased assessment shall be
971 limited to record owners of properties whose assessments were increased. When the
972 assessment roll is corrected, the Council shall confirm the assessment roll by resolution. The
973 City Clerk shall record the resolution and confirmed assessment roll with the District Recorder.

974

975 17.02.090 Payment.

976

977 a. In the resolution certifying the assessment roll, Council shall fix the time or times when
978 assessments or assessment installments are due, the amount of penalty on a delinquent
979 payment and the rate of interest on the unpaid balance of an assessment. An assessment that
980 is to be paid in a single payment shall not be due before 60 days after billing.

981

982 b. Within 30 days after fixing the time when payment of the assessments is due, the Finance
983 Director shall mail a statement to the record owner of each assessed property identifying the
984 property and stating the assessment amount, the payment due date, and the amount of the
985 penalty on a delinquent payment. Within five days after mailing the statements, the Finance
986 Director shall publish notice of mailing the statements in a newspaper of general circulation in
987 the City.

988

989 17.02.100 Subdivision after levy of assessments.

990

991 a. Except as otherwise provided in this section or required by a governing tariff, a “subdivided
992 property connection fee” shall be paid before subdivided lots may be connected to an
993 improvement for which the original assessment was levied.

994

995 b. The “subdivided property connection fee” shall only be required when the original
996 assessment on the pre-subdivided lot was apportioned equally between parcels and was not
997 apportioned based upon lot size or area.

998

999 c. The amount of the “subdivided property connection fee” shall be equal to the
1000 amount of the original assessment adjusted by the increase in the number of parcels.

1001

1002 d. If the original assessment was payable in installments the City may enter into a
1003 written agreement for the payment of the connection fee in installments on terms that

1004 are substantially the same as those authorized for the payment of the original assessment,
1005 secured by a deed of trust on the parcel.

1006

1007 e. Upon the subdivision of a property assessed as a single parcel in an assessment district for
1008 natural gas distribution improvements where assessments were levied in an equal amount per
1009 parcel (i.e., without regard to parcel area, dimension or other characteristic), the assessment
1010 levied on the property that is to be subdivided shall be paid in full before the recording of the
1011 final plat. No parcel that results from the subdivision shall be subject to assessment for the
1012 improvements, but shall be charged for connecting to the improvements in accordance with
1013 the tariff of the public utility that provides natural gas service to the parcel.

1014

1015 f. Subdivisions of lots included in the original assessment shall only incur the “subdivided
1016 property connection fee” when the subdivision of the lot occurs on or before the date the total
1017 assessment for the district is paid in full.

1018

1019 g. All subdivided property connection fees collected under this section shall be deposited in
1020 the Homer Accelerated Water Sewer Program fund.

1021

1022 17.02.120 Reassessment.

1023

1024 a. Council shall within one year correct any deficiency in a special assessment found by a court,
1025 under the procedure for certification of the assessment roll in HCC 17.02.

1026

1027 b. Payments on the initial assessment are credited to the property upon reassessment. The
1028 reassessment becomes a charge upon the property notwithstanding failure to comply with any
1029 provision of the assessment procedure.

1030

1031 17.02.130 Objection and appeal.

1032

1033 a. An assessment may only be contested by a person who filed a written objection to the
1034 assessment roll before its certification. Council’s decision regarding an objection to the
1035 assessment role is final and may be appealed to the Superior Court within 30 days after the
1036 date of certification of the assessment roll.

1037

1038 b. If no objection is filed or appeal taken within the time provided in this section, the
1039 assessment procedure shall be considered regular and valid in all respects.

1040

1041 17.02.140 Interim financing.

1042

1043 a. Council may provide by resolution or ordinance for the issuance of notes to pay the costs of
1044 an improvement from the special assessments for that improvement. The notes shall bear

1045 interest at a rate or rates authorized by the resolution or ordinance, and shall be redeemed
1046 either in cash or bonds for the improvement project.

1047
1048 b. Notes issued against assessments shall be claims against the assessments that are prior and
1049 superior to a right, lien or claim of a surety on the bond given to the City to secure the
1050 performance of the contract for construction of the improvement, or to secure the payment of
1051 persons who have performed work or furnished materials under the contract.

1052
1053 c. The Finance Director may accept notes against special assessments on conditions
1054 prescribed by the Council in payment of:

- 1055 1. Assessments against which the notes were issued in order of priority;
- 1056 2. Judgments rendered against property owners who have become delinquent in the
1057 payment of assessments; and
- 1058 3. Certificates of purchase when property has been sold under execution or at tax sale
1059 for failure to pay the assessments.

1060
1061 17.02.150 Special assessment bonds.

1062
1063 a. Council by ordinance may authorize the issuance and sale of special assessment bonds to
1064 pay all or part of the cost of an improvement in a special assessment district. The principal and
1065 interest of the bonds shall be payable solely from the special assessments levied against
1066 property in the district. The assessment shall constitute a sinking fund for the payment of
1067 principal and interest on the bonds. The benefited property may be pledged by the Council to
1068 secure payment of the bonds.

1069
1070 b. On default in a payment due on a special assessment bond, a bondholder may enforce
1071 payment of principal, interest, and costs of collection in a civil action in the same manner and
1072 with the same effect as actions for the foreclosure of mortgages on real property. Foreclosure
1073 shall be against all property on which assessments are in default. The period for redemption is
1074 the same as for a mortgage foreclosure on real property.

1075
1076 c. Before the Council may issue special assessment bonds, it shall establish a guarantee fund
1077 and appropriate to the fund annually a sum adequate to cover a deficiency in meeting
1078 payments of principal and interest on bonds if the reason for the deficiency is nonpayment of
1079 assessments when due. Money received from actions taken against property for nonpayment
1080 of assessments shall be credited to the guarantee fund.

1081
1082 17.02.160 Time limit for special assessment districts.

1083
1084 a. If five or more years elapse between the creation of a special assessment district and the City
1085 contracting for construction of the improvement, the City may not enter into the contract

1086 unless the Council by resolution extends the period for entering into the contract by not more
1087 than an additional five years.

1088

1089 b. Before the Council acts on a resolution under subsection (a) of this section, the City Clerk
1090 shall mail notice of the resolution to each current record owner of property listed on the
1091 preliminary assessment roll that the City will not contract for construction of the improvement
1092 in the district unless the resolution is adopted. The notice also shall include an updated copy
1093 of the preliminary assessment roll.

1094

1095 17.02.170 Water and sewer connections required.

1096

1097 Except as otherwise provided in Title 14, the owner of property in a water or sewer special
1098 assessment district that contains an occupied building shall connect to the improvement
1099 constructed in the district within three years after the date that the resolution confirming the
1100 assessment roll for the district becomes final.

1101

1102 17.02.190 Hardship Deferrals.

1103

1104 a. A person may obtain a deferment of assessment payments under this section if the person:
1105 1. Has an annual family income that is less than 200% of the current U.S. Health and
1106 Human Services Poverty Guidelines for Alaska;
1107 2. Is the record owner of the assessed property, and permanently resides in a single-
1108 family dwelling on the property; and
1109 3. Is not determined by the City, after notice and hearing, to have been conveyed the
1110 property primarily for the purpose of obtaining the deferment.

1111

1112 b. A person seeking deferment of an assessment payment shall file a written application with
1113 the Finance Director supported by documentation showing that the applicant meets the
1114 criteria in subsection (a) of this section. A person requesting an assessment payment
1115 deferment the first year the assessment is levied must file an application for deferment with
1116 the City no more than 15 days after receiving the initial assessment. A person requesting an
1117 assessment payment deferment under this section in any year after the first year must file an
1118 application for deferment no later than April 15th of the year for which the deferment is sought.
1119 A person must file an application each year for which deferment is sought and shall be required
1120 to prove eligibility for deferment as of January 1st of each year for which a deferment is
1121 requested. Within the same year the City for good cause shown may waive the claimant's
1122 failure to make timely application and approve the application as if timely filed.

1123

1124 c. A person who receives an assessment payment deferment shall execute a deed of trust on
1125 the property subject to assessment, together with a promissory note payable to the City on
1126 demand, to secure the eventual payment of the deferred payment.

1127

1128 d. A deferred assessment payment shall be immediately due and payable upon the earlier to
1129 occur of the following events:
1130 1. The sale or lease of the assessed property; or
1131 2. The death of both the deferred assessment applicant and the applicant’s surviving
1132 spouse, if any.

1133
1134 e. Except for assessments imposed upon the Natural Gas Assessment District, hardship
1135 deferrals are not available from assessment payments for the infrastructure of a privately
1136 owned utility.

1137
1138 17.02.200 Payment in lieu of assessment.

1139
1140 a. A payment in lieu of assessment may be available to owners of property outside a special
1141 assessment district who want to connect to the improvement funded by a special assessment
1142 district. In order to qualify for connection to an improvement under this section, the record
1143 owner of the property and the City shall enter into a written agreement. The record owner shall
1144 agree in writing to:

1145
1146 1. Pay the full and actual costs of extending the benefit of the improvement onto their property;
1147 and
1148 2. Pay in full the property’s pro-rated share of the assessed improvement.

1149
1150 b. The Public Works Director retains authority to deny a request for extension of an
1151 improvement under this section.

1152
1153 c. A payment in lieu of assessment must be paid in an equal or shorter period than the term of
1154 the original assessment.

1155
1156 d. Property accessing an improvement under this section may be included in a special
1157 assessment district for the same service created in the future. If a property is included in an
1158 assessment district under this subsection, the property will receive a credit towards the total
1159 assessment equal to (1) the amount of the “in lieu of assessment” already paid for the property
1160 or(2) the amount of the assessment levied on the property in the future special assessment
1161 district, whichever amount is less.

1162 CHAPTER 17.03
1163 ENFORCEMENT OF PUBLIC ASSESSMENTS

1164 Sections:

1165 17.03.010 Delinquent assessment payments-enforcement.

1166 17.03.020 Priority of lien.

1167
1168 17.03.010 Delinquent assessment payments-enforcement.

1170 a. Assessments under this title and any interest or penalties on these assessments are liens on
1171 the property assessed.

1172
1173 b. Foreclosure of assessment liens shall be in accordance with the procedures required for
1174 foreclosure of property tax liens under Alaska Statute.

1175
1176 17.03.020 Priority of Lien.

1177
1178 a. Assessments under this title and any interest or penalties on these assessments are liens on
1179 the property assessed and are prior and paramount to all liens except municipal tax liens.
1180 Assessment liens may be enforced as provided in this Code and AS 29.45.320-29.45.470 for
1181 enforcement of property tax liens.

1182
1183 b. Assessment liens run with the land, and that portion of the assessment under the
1184 assessment contract that has not yet become due is not eliminated by foreclosure of a property
1185 tax lien.

1186
1187 **CHAPTER 17.15**
1188 **ROAD IMPROVEMENT ASSESSMENTS**

1189
1190 **Sections**

1191 **17.15.010 Partial payment for inaccessible frontage road.**

1192 **17.15.020 Corner lot assessment.**

1193
1194 17.15.010 Partial payment for inaccessible frontage road.

1195
1196 a. The record owner of a through lot or flag lot may delay payment of the part of an assessment
1197 for road improvements that is based on frontage on a road to which the lot does not yet have
1198 access. To delay payment under this section, the owner shall enter into a delayed payment
1199 agreement with the City before the end of the period for filing objections to the district under
1200 HCC 17.01.050.

1201
1202 b. A delayed payment agreement shall include provisions confirming:

1203 1. The lot fronts two streets but only has access to one of those streets;

1204
1205 2. The lot owner agrees to pay the part of the assessment based on frontage on the
1206 street to which the lot has access; and

1207 3. When and if the lot acquires access to the other street the property fronts, the
1208 owner agrees to the remaining part of the assessment.

1209
1210 c. A delayed payment agreement shall be recorded with the District Recorder's office.

1212 17.15.010 Corner lot assessment.

1213

1214 The assessment for road improvements against a corner lot shall be based only on the longer
1215 of the lot's road frontages.

1216

1217

1218

CHAPTER 17.18

1219

DEVELOPER REIMBURSEMENT PROGRAM

1220 Sections:

1221 17.18.010 Purpose.

1222 17.18.020 Definitions.

1223 17.18.030 Developer Requested Special Assessment District

1224 17.18.040 Developer Incentive and Reimbursement Program

1225

1226 17.18.010 Purpose.

1227

1228 It is the intent of this chapter to provide incentive through reimbursement and access to the
1229 City's special assessment district process and procedures to developers expanding access to
1230 public utilities and capital improvements within the boundaries of the City.

1231

1232 17.18.020 Definitions.

1233

1234 In this chapter, unless otherwise provided, or the context otherwise requires, the following
1235 words and phrases shall have the meaning set forth below:

1236

1237 "Benefiting property" means one or more parcel(s) of real property which are adjacent to, will
1238 benefit from, or are likely to require connection to a Municipal Improvement.

1239

1240 "Cost of Construction" means the developer's actual direct cost of constructing a Municipal
1241 Improvement.

1242

1243 "Developer" means an owner of real property who is developing his, her, or its real property.

1244 "Developer Reimbursement Agreement" means a written contract between the City, as
1245 approved by the Council, and one or more developers, which provides for reimbursement of a
1246 portion of the Costs of Construction of a Municipal Improvement by a developer, and the
1247 method for assessing the pro rata share of the Costs of Construction of a Municipal
1248 Improvement to Benefitted Property.

1249

1250 "Municipal Improvement" means water, sewer, electrical, and/or storm water systems or other
1251 capital improvements which have been designed and constructed according to City standards,
1252 approved by the City, accepted by the City, and provide potential benefits and/or service to
1253 Benefitted Property.

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- 17.18.030 Developer Requested Special Assessment District.
- a. A developer may request a Resolution of the Council approving a special assessment district in connection with the construction of a Municipal Improvement as set forth in HCC 17.02.040.
- b. A request for special assessment district initiated by a developer shall be filed on the Special Assessment District Resolution Request Form, which is available from the City Clerk’s Office.
- c. The developer’s request must include all information required by the Special Assessment District Resolution Request Form, including, without limitation, a description of the boundaries of the district requested and the Municipal Improvement the developer intends to construct or extend, a cost estimate for the improvements to be constructed, the proposed method used to calculate the amount claimed by each record owner of Benefitted Property in the proposed district, the percentage of the improvement cost to be assessed to Benefitted Properties within the district, and the percentage of the improvement cost to be assessed to the developer’s property and/or project.
- d. Upon adoption of a Resolution of Council finding there is a necessity for the special assessment district identified by the developer in the developer’s application and the initiation of the special assessment district process under this chapter, a Developer Reimbursement Agreement must also be presented to Council for approval. This agreement must include the terms and conditions of the improvement plan and the proposed construction and installation terms by the Contractor.
- 17.18.040 Developer Incentive and Reimbursement Program.
- a. If Council approves the district and the Developer Reimbursement Agreement under the procedures set forth in Title 17.02, and upon completion of the approved Municipal Improvement in accordance with the City’s standards and acceptance of the same by the City, and only to the extent permitted by law, the City shall transfer any payments received by the City in payment for the assessments within the district. The City will disburse any payments received from property owners in the district to the developer within 90 days from the date the City collects or receives the assessment payment.
- b. The City may collect, but is not required to collect, the amounts assessed to any Benefitted Property for the pro rata share of the developer’s Costs of Construction. The Pro Rata Payment must be paid before any Benefitted Property connects to or uses the Municipal Improvement. No Benefitted Property is permitted to connect to or use the Municipal Improvement without first making the Pro Rata Payment. The Pro Rata Payment is in addition to any connection fees, service fees, or other fees that may be charged for connection and/or use of the Municipal

1295 Improvement, or any other fees chargeable by the City under the Code for the construction of
1296 a particular Municipal Improvement.

1297
1298 c. The City accepts no liability to collect any Pro Rata Payment from the owners of Benefitted
1299 Property, or in the event of non-payment, to pursue enforcement for non-payment of any Pro
1300 Rata Payment, or to disconnect or remove any Benefitted Property from the Municipal
1301 Improvement for non-payment of a Pro Rata Payment. The City assumes no liability or
1302 responsibility regarding the enforceability of any Reimbursement Agreement, or the
1303 developer’s ability to seek a Pro Rata Payment. To the extent permitted by law, enforcement
1304 matters relating in any way to a Pro Rata Payment, or recovery or reimbursement of any Costs
1305 of Construction, shall be the sole responsibility of the private developer.

1307 Section 9: This ordinance is of a permanent and general character and shall be included
1308 in the Homer City Code.

1309
1310 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER THIS ____ DAY OF _____, 2019.

1311
1312 CITY OF HOMER
1313
1314 _____
1315 KEN CASTNER, MAYOR

1316
1317 ATTEST:
1318
1319 _____
1320 MELISSA JACOBSEN, MMC, CITY CLERK

1321
1322
1323 YES:
1324 NO:
1325 ABSTAIN:
1326 ABSENT:
1327
1328 First Reading:
1329 Public Hearing:
1330 Second Reading:
1331 Effective Date:

1332
1333
1334 Reviewed and approved as to form:
1335 _____
1336 _____

1337 Katie Koester, City Manager
1338
1339 Date: _____
1340

Holly Wells, City Attorney

Date: _____

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

3 Lord/Stroozas

4 **ORDINANCE 19-23(S-2)**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
7 REPEALING AND REENACTING HOMER CITY CODE TITLE 14 TO BE
8 ENTITLED "HOMER PUBLIC UTILITY SYSTEMS" AND HOMER CITY
9 CODE TITLE 17 TO BE ENTITLED "PUBLIC ASSESSMENTS" TO: (1)
10 CONSOLIDATE WATER AND SEWER SYSTEM REGULATIONS AND
11 RATES; (2) UPDATE DEFINITIONS AND COMMON TERMS; AND (3)
12 CREATE UNIFORMITY BETWEEN SERVICE AND ASSESSMENT
13 PRACTICES AND REPEALING HOMER CITY CODE CHAPTERS 9.08,
14 13.24 AND 13.28 TO MOVE UTILITY CONSTRUCTION PRACTICES
15 AND FEES FROM HCC 13.24 AND 13.28 TO HCC TITLES 14 AND 17
16 AND MOVE HCC 9.08 TO HCC 17.03, AND UPDATE ASSESSMENT
17 LIEN ENFORCEMENT PROVISIONS TO INCORPORATE STATE LAW
18 REQUIREMENTS.

19
20 WHEREAS, the Homer City Code currently requires property owners to connect to the
21 Homer Sanitary Wastewater and Sewage System and the Homer Public Water System and
22 regulates construction, installation, and use of these systems; and

23
24 WHEREAS, the regulatory, assessment, and fee provisions regarding the City of Homer's
25 public utilities are located in various sections throughout the Code; and

26
27 WHEREAS, the laws governing Homer's public utilities have not been recently updated
28 to reflect the City's growth, progress, and needs; and

29
30 WHEREAS, the Code contains technical construction and installation requirements that
31 are best addressed via permit criteria rather than provisions in the Code; and

32
33 WHEREAS, it is in the City's and the public's best interest to identify assessments and
34 procedures arising from public utilities and capital improvements in the same title and ensure
35 all assessment procedures are clear, consistent, and easily understood; and

36
37 WHEREAS, certain fees and assessments were addressed in Titles 9, 13, and 14 while
38 others were in Title 17.

39
40 NOW THEREFORE, THE CITY OF HOMER ORDAINS:

41
42 Section 1: Chapter 13.24 entitled "Sanitary Systems" is hereby repealed.

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Section 2: Chapter 13.28 entitled “Water Systems” is hereby repealed.

Section 3: Chapter 9.08 entitled “Enforcement of Local Improvement District Assessments” is hereby repealed.

Section 4: Title 14 entitled “Public Services” is repealed and reenacted to read as follows:

TITLE 14
CITY OF HOMER PUBLIC UTILITY SYSTEMS

- Chapters
- 14.01 Homer Public Utility Systems-General Provisions
 - 14.04 Homer Sanitary Wastewater and Sewage System
 - 14.08 Homer Public Water System
 - 14.50 Utility Distribution Facilities

CHAPTER 14.01
HOMER PUBLIC UTILITY SYSTEMS-GENERAL PROVISIONS

- Sections:
- 14.01.010 Water and sewer service area.
 - 14.01.020 City Manager rule making authority.
 - 14.01.030 Immunity for discretionary acts.
 - 14.01.040 Violation-Penalty.
 - 14.01.045 Violation-Right of appeal.
 - 14.01.050 Utility permits-Appeal procedure.
 - 14.01.060 Utility permit appeals-Superior court.
 - 14.01.070 Bond or cash deposit.
 - 14.01.080 State contractor required.
 - 14.01.090 Water and sewer rate schedules.

14.01.010 Water and sewer service area.

No water or sewer service shall be provided beyond the boundaries of the City of Homer except as otherwise provided in this title or upon approval granted by City Council via ordinance.

14.01.020 City Manager rulemaking authority.

84 a. The City Manager has authority to make administrative rules and regulations for the
85 administration of City water and sewer services and construction, repair, operations, and
86 maintenance of City water and sewer systems. Except as otherwise provided in this title, City
87 Council shall approve via resolution all administrative rules and regulations or amendments
88 to rules and regulations authorized under this title.

89
90 b. All administrative rules and regulations approved by Council shall be available for public
91 inspection at the City Clerk's office, the Public Works Department, and on the City's website.
92

93 c. No person shall fail to comply with any administrative rule or regulation authorized under
94 this title and approved by Council.
95

96 14.01.030 Immunity for discretionary acts.
97

98 a. An action for damages may not be brought against the City, or any of its agents, officers,
99 contractors or employees, for a claim based on the exercise, failure to exercise or abuse of any
100 discretionary function or duty granted in or performed under this title.
101

102 b. Immunity under this section includes, but is not limited to, the exercise of discretion to
103 restrict, interrupt, decrease, or terminate the sale of water to bulk water customers, resellers,
104 or others for export or consumption outside the certificated service area or the discontinuance
105 of water or sewer services.
106

107 c. Nothing in this section shall be construed to limit any defenses or immunities available under
108 AS 09.65.070 or any other provision of law.
109

110 14.01.040 Violation-Penalty.
111

112 a. Except as otherwise provided in this title, the penalty for violating a provision of this title is
113 the fine listed in the fine schedule in HCC 1.16.040. If no fine is listed for the offense in HCC
114 1.16.040 or otherwise provided in this title, then the defendant must appear in court and, if
115 convicted, is subject to the general penalty as provided in HCC 1.16.010.
116

117 b. The City shall provide notice of a violation of this title via certified return receipt U.S. mail to
118 the operator, agent or property owner perpetrating or permitting the perpetration of a
119 violation of this title. The notice shall include the name of the property owner, the location of
120 the violation, the Code provisions violated, and the action necessary to correct the violation.
121

122 c. Before assessing penalties under this title, the City shall provide written notice of the
123 penalties to the property owner, operator or agent perpetrating the violation via certified
124 return receipt U.S. mail and shall deliver the notice of penalties to the property owner, operator
125 or agent in person. If the City is unable to deliver the notice despite efforts to do so at the

126 owner's, operator's or agent's last known address, the City shall post the notice on the City
127 website or in a newspaper of general circulation within the City for ten days before assessing
128 penalties. This notice shall include all the information required in subsection (b), the date from
129 which penalties incur, and notice of the right to appeal to the City Manager.

130

131 14.01.045 Violation-Right of appeal.

132

133 a. The finding of a violation and assessment of a penalty may be appealed within 30 days from
134 the date the notice of penalty was postmarked.

135

136 b. Untimely appeals shall not be accepted. A notice of appeal must be filed in writing with the
137 City Clerk and be accompanied by the appeal fee set forth in the Homer fee schedule. The
138 notice must contain:

139

- 140 1. Name and address of the owner of the property, operator or agent issued the
141 citation;
- 142 2. A copy of the notice being appealed; and
- 143 3. A statement of the grounds for appeal that must include detailed and specific
144 allegations of error and references to applicable provisions of the Code or other
145 law.

146

147 c. The City Manager may appoint a hearing officer or City official to act as the decision-maker
148 in an appeal under this section. The Public Works Director may not be appointed as a hearing
149 officer under this subsection.

150

151 d. An appeal before the City Manager or his or her designee shall be heard within 30 days from
152 the day the appeal is filed. The person against whom the violation is assessed shall be given an
153 opportunity to be heard at a public hearing and shall have an opportunity to make an oral
154 argument and present evidence.

155

156 e. The City Manager shall issue a final written decision with his or her findings no more than 30
157 days after the hearing.

158

159 14.01.050 Utility permits-Appeal procedure.

160

161 a. Any person who is dissatisfied with the approval or denial of a permit under this title may
162 appeal the decision to the City Manager no more than 30 days after the Public Works Director
163 approves or denies the permit.

164

165 b. An appeal to the City Manager must be filed within 30 days of the written approval or denial
166 of a permit under this chapter. Untimely appeals shall not be accepted. A notice of appeal

167 must be filed in writing with the City Clerk and be accompanied by the appeal fee set forth in
168 the Homer Fee Schedule. The notice must contain:

169

- 170 1. Name and address of the permit applicant;
- 171 2. A copy of the order or decision being appealed; and
- 172 3. A statement of appeal.

173

174 c. The statement of appeal must include detailed and specific allegations of error and
175 references to applicable provisions of the Code or other law.

176

177 d. The City Manager may appoint a hearing officer or City official to act as the decision-maker
178 in an appeal under this section. The Public Works Director may not be appointed as a hearing
179 officer under this subsection.

180

181 e. An appeal before the City Manager or his or her designee shall be heard within 30 days from
182 the day the appeal is filed. The permit applicant shall be given an opportunity to be heard at a
183 public hearing and shall have an opportunity to make an oral argument and present evidence.

184

185 f. The City Manager or his or her designee shall issue a final written decision with his or her
186 findings no more than 30 days after the hearing.

187

188 14.01.060 Utility permit appeals- Superior Court.

189

190 A final decision of the City Manager or his or her designee may be appealed to the Superior
191 Court no later than 30 days following the date the decision of the hearing officer is issued. An
192 appeal to the court must be filed according to the applicable court rules.

193

194 14.01.070 Bond or cash deposit.

195

196 a. Every person, firm or corporate entity carrying on the business of construction and
197 connecting to City sewer and/or water within the City may be required to deposit a bond or
198 cash deposit in favor of the City in an amount and under such conditions deemed appropriate
199 by the City Manager or his or her designee to cover damages of any kind resulting from that
200 person's, firm's or entity's operations. All such sewer or water construction and connections
201 shall be completed in a good and workmanlike manner in accordance with the specifications
202 required by the City. The bond or cash deposit shall be further conditioned that the principal
203 shall repair any damage done to the public sewer or water system on account of such work and
204 shall return the surface of the ground, street, road, building, facility, right-of-way or easement
205 to its original condition insofar as possible and in accordance with the requirements of the City.

206

207 b. Every person, firm or corporate entity carrying on the business of construction and
208 connecting to City sewer and/or water within the City must be approved in writing by the Public

209 Works Director. The Public Works Director shall approve a person, firm or corporate entity
210 under this section so long as he, she or it:

- 211
- 212 1. Meets all state and local licensing requirements;
 - 213 2. Provides a statement demonstrating experience in substantially similar or the
214 same construction projects; and
 - 215 3. Carries liability insurance in the aggregate amount of not less than \$500,000 or
216 as may be additionally required in an amount in excess of \$500,000 as may be
217 deemed necessary for the work by the Public Works Director or their designee to
218 cover the insurance requirement of the work.

219

220 14.01.080 State contractor required.

221

222 A contractor working for the City on a water or sewer project or conducting construction within
223 a public easement or right-of-way shall file a copy of their current State contractor's certificate
224 with the City Clerk's office.

225

226 14.01.090 Water and sewer rate schedule.

227

228 a. The City Council shall adopt, renew, review and amend, as necessary, a water and sewer rate
229 schedule annually via resolution. Copies of the rate schedule shall be available at the Public
230 Works Department. The schedule may also be available on the City's website.

231

232 b. The City will allow, upon approval of a written application and payment of the fee
233 established by City Council, a second water usage meter to measure the flow of City water that
234 is not discharged to the Sanitary System. This second meter will be read monthly and sewer
235 charges will be credited monthly.

236

237

238 CHAPTER 14.04
239 HOMER SANITARY WASTEWATER AND SEWAGE SYSTEM

240

241 Sections:

- 242 14.04.010 Purpose.
- 243 14.04.015 Definitions.
- 244 14.04.018 Service connection charges.
- 245 14.04.020 Connection – Required.
- 246 14.04.050 Sewer service connection and extension permit.
- 247 14.04.070 Destruction/abandonment of private sewage disposal systems.
- 248 14.04.080 Commercial waste disposal permit.
- 249 14.04.100 Discharge of surface drainage into the Sanitary System illegal.
- 250 14.04.110 Industrial Waste pretreatment and discharge requirements.

251 14.04.120 Industrial Waste Disposal Permit.
252 14.04.130 Industrial waste disposal permit-Penalties.

253
254

255 14.04.010 Purpose.

256

257 It is the intent of this chapter to adopt laws governing the operation and installation of the
258 Homer Sanitary Wastewater and Sewage System, which may be called the “Sanitary System.”
259 It is the goal of the City for all wastewater and sewage within City boundaries to be connected
260 to the Sanitary System, ensuring proper wastewater and sewage management throughout the
261 City. This Code should be interpreted in furtherance of that goal.

262

263 14.04.015 Definitions.

264

265 For the purposes of this chapter, the following words and phrases shall have the meanings set
266 forth below:

267

268 “ADEC” means the State of Alaska Department of Environmental Conservation.

269

270 “City of Homer Industrial Pretreatment Discharge and Waste Disposal Manual” means the
271 Industrial Waste Manual.

272

273 A “directly adjacent” sewer main means either (1) the main extends the entire length of the
274 frontage of the lot along an easement or right-of-way; or (2) it extends at least 10 feet into an
275 easement or right-of-way adjacent to the lot and the Public Works Director determines that the
276 main will not be extended to serve additional lots.

277

278 “Domestic sewage” means waste containing human or animal excretion, other than industrial
279 waste.

280

281 “Dwelling” or “dwelling unit” means any building or portion thereof which contains living
282 facilities, including provisions for sleeping, eating, cooking, and sanitation, for not more than
283 one family.

284

285 “Industrial plant” means a plant or works producing waste material, other than domestic
286 sewage.

287

288 “Industrial waste” means liquid or solids contained within a liquid, other than domestic
289 sewage.

290

291 “Multiple-family dwelling” means a building or portion thereof designed for occupancy by two
292 or more families living independently in separate dwelling units which may or may not share
293 common entrances and/or other spaces.

294
295 “On-site sewer connection line” means the part of the sewer connection line located on the
296 property being serviced by that line.

297
298 “Off-site sewer connection line” means the part of the sewer connection line located in a public
299 easement or right-of-way.

300
301 “Premises” means a lot, parcel of land, building or establishment.

302
303 “Sewage” means a combination of liquid- or water-carried human waste conducted away from
304 residences, business buildings and institutions, which is known as domestic sewage, together
305 with the liquid- or water-carried waste resulting from a manufacturing process employed in
306 industrial establishments, including the washing, cleaning or drain water from such process or
307 establishment, which is known as industrial waste.

308
309 “Sewer connection line” means a line or pipe carrying sewage from a premises to a sewer main.

310
311 “Sewer extension” means an extension of the sewer main.

312
313 “Significant Industrial User” means an industrial user of the Sanitary System who meets any
314 one of the following criteria:

- 315
- 316 1. Is subject to or potentially subject to national pretreatment standards
317 promulgated under Section 307(b) or (c) of the Clean Water Act;
 - 318 2. Has in its wastes any priority toxic pollutants listed in 40 CFR 401.15 or 40 CFR
319 Part 403 or listed by the Public Works Director;
 - 320 3. Has in its wastes toxic pollutants as defined pursuant to Section 307 of the Clean
321 Water Act or regulations promulgated thereto;
 - 322 4. Has a discharge flow of 10,000 gallons or more of wastewater per average work
323 day;
 - 324 5. Has a flow greater than five percent of the flow into the Sanitary System or of
325 the design pollutant loading capacity of the Sanitary System; or
 - 326 6. Is determined by the Public Works Director to have a significant impact or
327 potential for significant impact, either singly or in combination with other
328 contributing industries, on the wastewater treatment system, the quality of
329 sludge, the Sanitary System effluent quality, or air emissions generated by the
330 Sanitary System.
- 331

332 “Spaghetti line” means a pipe or line connecting to a sewer main that is not directly adjacent
333 to the lot being serviced by the line or pipe.

334

335 14.04.018 Service connection charges.

336

337 A person applying for sewer service to property not previously connected to the Sanitary
338 System shall pay a sewer connection charge, which shall include engineering costs of
339 inspecting and/or installing the on-site sewer connection line and permit application fees and
340 costs. The amount of the sewer connection charge and the costs included in that charge shall
341 be published annually on the City website and a newspaper of general circulation.

342

343 14.04.020 Connection–Required.

344

345 a. Except as otherwise provided in this chapter, no person shall erect or occupy a dwelling or
346 commercial or industrial building directly adjacent to the Sanitary System without connecting
347 to the Sanitary System.

348

349 b. Except when expressly approved by permit, spaghetti lines are prohibited. No service will be
350 provided to a lot that is not directly adjacent to a sewer main.

351

352 c. Where the Sanitary System is not available, a septic system may be used so long as the septic
353 system is installed and maintained as required by ADEC and all other laws and provides
354 adequate disposal of waste.

355

356 d. Except as otherwise provided in this section, property owners must connect to the Sanitary
357 System no more than three years after the owner of a property receives written notice that the
358 Sanitary System is available to the property.

359

360 e. Property owners with compliant and fully functioning septic systems may wait to connect to
361 the Sanitary System but shall connect to the Sanitary System before and instead of replacing
362 or repairing any substantial component of a septic system on the property. Property owners
363 delaying connection to the Sewer System under this subsection must provide written notice of
364 the property owner’s intent to temporarily stay connection only in compliance with the Code.
365 The notice of stay must be received by the City no more than 60 days after the City provides
366 written notice to the property owner that the Sanitary System is available to the property. A
367 Notice to Stay Connection is available at the Clerk’s office, the Public Works Department,
368 and/or on the City’s website.

369

370 f. Outhouses, cesspools, privies or any private wastewater system that is not subject to
371 approval and regulation by ADEC is prohibited within the City.

372

373 14.04.050 Sewer service connection and extension permit.

374
375 a. No person shall install a sewer extension or a sewer connection line without first obtaining
376 a sewer connection permit from the City. Permit applications may be obtained from the Public
377 Works Department, the City Clerk's office, and/or the City's website. Permit fees must be paid
378 at the time the application is submitted. The sewer connection and extension permit fee shall
379 include all inspection and administrative costs. All other fees for delayed or deferred services,
380 in lieu of assessments and necessary right-of-way permits shall be in addition to the permit
381 fee.

382
383 b. A property owner installing a sewer connection or extension which qualifies for a deferred
384 assessment payment or makes a payment in lieu of assessment, shall pay the assessment prior
385 to issuance of the connection or extension permit.

386
387 c. The sewer connection permit criteria shall be identified in the permit application obtained
388 from the Public Works Department, the City Clerk's office, and/or the City's website.

389
390 d. All work and materials must meet the standards and specifications as described in the
391 permit application, Homer City Code, the Uniform Building Code, and ADEC.

392
393 e. Property owners connecting to the Sanitary System shall provide and pay for all materials,
394 labor, and equipment for the excavation, connection and installation of the sewer line and
395 shall be responsible for any liability, damages or costs arising from installation, excavation,
396 and connection.

397
398 f. All sewer connections and extensions shall be inspected by the Public Works Department
399 before the connection is used. The customer shall make arrangements with the Public Works
400 Department at least 24 hours in advance for all required inspections.

401
402 14.04.070 Destruction/Abandonment of private sewage disposal systems.

403
404 All septic tanks, cesspools, privies, or sewage holding tank/vaults shall be removed, filled or
405 destroyed in full compliance with conservation requirements and the Uniform Plumbing Code.

406
407 14.04.080 Commercial waste disposal permit.

408
409 a. Except for property owners connecting to the Sanitary System for disposal of waste from a
410 single-family dwelling or property owners required to obtain an industrial waste disposal
411 permit, all property owners must obtain a commercial waste disposal permit before
412 discharging any waste into the Sanitary System.

413

414 b. The waste disposal permit application shall be available at the Public Works Office and may
415 be available on the City’s website. The permit fee must be paid at the time the application is
416 submitted. The criteria for the permit shall be included in the application.

417
418 c. The Public Works Director shall issue a commercial waste disposal permit so long as:

419
420 1. The Public Works Director reasonably believes, and the property attests that the
421 type of waste reported by the property owner will not damage the Sanitary
422 System; and

423 2. The sewer pipeline has sufficient capacity to dispose of the disclosed wastes.

424
425 d. The Public Works Director or his designee may revoke, modify or impose conditions upon a
426 disposal permit if he or she finds, in his or her sole discretion, that revocation, conditions or
427 modifications to the permit are required to prevent or stop damage to the Sanitary System.
428 Except when immediate action is necessary to protect the Sanitary System and prevent
429 immediate harm to public health and sanitation, the Public Works Director shall provide notice
430 to the property owner at least 30 days before revoking or modifying a disposal permit.

431
432 14.04.100 Discharge of drainage into the Sanitary System Illegal.

433
434 No connections shall be made to any public sewer or any premises for the purpose of directing
435 or diverting any storm water or any surface or underground drainage into the sewer, and no
436 person shall discharge into any public sewer or house lateral any leader pipe from a roof,
437 surface drain, underground drain or any solid or liquid waste other than the sewage composed
438 of the ordinary liquid wastes of residences, business buildings and institutions from baths,
439 toilets, laundries, wash tubs, sinks and floor drains. Connections of surface or groundwater to
440 the Sanitary System are considered illegal.

441
442 14.04.110 Industrial Waste pretreatment and discharge requirements.

443
444 a. Significant Industrial Users must provide wastewater pretreatment in full compliance with
445 federal and state law, this section, and the City of Homer Industrial Waste Pretreatment
446 Discharge and Disposal Manual, which may be referred to as the Industrial Waste Manual in the
447 Code.

448
449 b. The Industrial Waste Manual shall contain administrative rules and regulations governing
450 discharge of industrial waste into the Sanitary System. These rules and regulations and any
451 amendments to them must be approved by Council via ordinance before they become
452 effective.

453
454 14.04.120 Industrial waste disposal permit.

455

- 456 a. All Significant Industrial Users must obtain an industrial waste disposal permit from the City.
457
458 b. The industrial waste disposal permit application shall be available at the Public Works Office
459 and may also be available on the City’s website. The permit fee must be paid at the time the
460 application is submitted. The criteria for the permit shall be included in the application.
461
462 c. The Public Works Director shall only issue an industrial waste disposal permit after finding
463 that:
464
465 1. The applicant and the sewage generated on the property subject to the permit
466 complies with the City of Homer Industrial Pretreatment and Discharge
467 Administrative Rules and Regulations as adopted by Council; and
468 2. The sewer pipeline has sufficient capacity to dispose of the disclosed wastes.
469
470 d. The Public Works Director or his designee may revoke, modify or impose conditions upon an
471 industrial waste disposal permit if he or she finds, in his or her sole discretion, revocation,
472 conditions or modifications to the permit are required to prevent or stop damage to the
473 Sanitary System. Except when immediate action is necessary to protect the Sanitary System
474 and prevent immediate harm to public health and sanitation, the Public Works Director shall
475 provide written notice to the property owner at least 30 days before revoking or modifying a
476 disposal permit.

477
478 14.04.130 Industrial waste disposal permit-Penalties.
479

- 480 a. A Significant Industrial User who violates this chapter shall be liable to the City for a civil
481 penalty not to exceed \$1,000 per violation. Each day a violation continues constitutes a
482 separate violation. Such penalties may be recovered by judicial actions or, to the extent
483 permitted by State or local law, by administrative procedures.
- 484 b. A Significant Industrial User who violates this chapter, or who discharges or causes a
485 discharge producing interference with, deposit in, or obstruction of the Sanitary System, or
486 who causes damage to or impairs the Sanitary System, shall be liable to the City for any
487 expense, loss or damage caused by such violation or discharge. The City shall bill the user for
488 the cost incurred by the City for any cleaning, repair or replacement work caused by the
489 violation or discharge. Refusal to pay the assessed costs is a violation of this chapter.
- 490
491 c. A Significant Industrial User who violates any requirement of this chapter or any permit,
492 industrial wastewater acceptance notification or other authorization required by the Industrial
493 Waste Manual is guilty of a misdemeanor and shall be fined not more than \$1,000 per violation
494 or imprisoned for 90 days or both. Each day a violation continues constitutes a separate
495 violation.
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CHAPTER 14.08
HOMER PUBLIC WATER SYSTEM

Sections:

- 14.08.010 Purpose.
- 14.08.020 Definitions.
- 14.08.040 Water connection and extension permit.
- 14.08.050 Water meter installation.
- 14.08.060 Disconnection due to nonpayment.
- 14.08.070 Frozen pipes–City not liable.
- 14.08.075 Operation of water valves, fire hydrants and curb stops.
- 14.08.080 Discontinuance of water.
- 14.08.090 Priority use of water.
- 14.08.100 Surplus water–Sale.
- 14.08.110 Water shortage or emergency declaration.
- 14.08.120 Water shortage or emergency–Interruption of sale of surplus water–
Other measures.
- 14.08.130 Water shortage or emergency–Appeal.
- 14.08.150 Service deposits.
- 14.08.160 Bulk water sales.
- 14.08.170 Water filling station permit.

14.08.010 Purpose.

It is the intent of this chapter to establish laws for the operation of the Homer Public Water System. The Homer Public Water System may also be called “HPWS” or the “Water System” in this chapter, permit applications, and/or City regulations and policies. The provisions in this chapter also provide for the financial management of the Water System.

14.08.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings set forth below:

“Bulk water” means water purchased from the City and supplied to the customer by means of fire hydrant, tanker truck, or by any other means other than through a direct connection from a water main to the premises where the water is consumed.

“Bulk water customer” means a person who purchases bulk water from the City.

538 A “directly adjacent” water main either (1) extends the entire length of the frontage of the lot
539 along a public easement or right-of-way; or (2) extends at least 10 feet into the easement or
540 right-of-way adjacent to the lot and the Public Works Director has determined that at no time
541 will the water main be extended to serve additional lots.

542
543 “Reseller” or “reseller of water” means a person who purchases water from the City and, for
544 valuable consideration, provides any quantity of such water to another person, but it shall not
545 include any eating or drinking establishment that provides its customers City water only by the
546 glass.

547
548 “Standard service account” means an established City water utility account for metered water
549 service through a direct connection from the City water main to the premises served.

550
551 “Surplus water” means water that the City administration has determined, in its sole
552 discretion, is in excess of the water needed to meet the consumption, sanitation, and fire
553 protection needs within the boundaries of the City.

554
555 “Multiple-family dwelling” means a building or portion thereof designed for occupancy by two
556 or more families living independently in separate dwelling units which may or may not share
557 common entrances and/or other spaces.

558
559 “Off-site water connection line” means the part of the water connection line located in a public
560 easement or right-of-way.

561
562 “On-site water connection line” means the part of the water connection line located on the
563 property being serviced by that line.

564
565 “Premises” means a lot, parcel of land, building or establishment.

566
567 “Water connection line” means a line or pipe carrying water from the water main to a premises.

568
569 “Water extension” means an extension of the water main.

570
571 “Spaghetti line” means a pipe or line connecting to a water main that is not directly adjacent
572 to the lot being serviced by the line or pipe.

573
574 “Water filling station” means a non-City facility used to supply bulk water from the Water
575 System to a tanker truck or other means of conveyance.

576
577 14.08.040 Water connection and extension permit.

578

579 a. All property owners connecting to the Water System must obtain a permit prior to starting
580 construction.

581
582 b. The Water System connection and extension permit application shall be available at the City
583 Clerk's office, the Public Works Department, and/or on the City's website. The permit fee must
584 be paid at the time the application is submitted. The criteria for the permit shall be included
585 in the application.

586
587 c. The Public Works Director or his or her designee may revoke, modify or impose conditions
588 upon a Water System permit if he or she finds, in his or her sole discretion, that revocation,
589 conditions or modifications to the permit are required to prevent or stop damage to the Water
590 System. Except when immediate action is necessary to protect the Water System and prevent
591 immediate harm to public health and sanitation, the Public Works Director shall provide notice
592 to the property owner at least 30 days before revoking or modifying a Water System permit.

593
594 d. Installation of a Water System connection or extension of a water main must meet the
595 standards and specification in the permit application, the Homer City Code, and any applicable
596 state or federal law or regulations, including but not limited to State of Alaska Department of
597 Labor Occupational Safety and Health requirements.

598
599 e. A property owner installing an on-site water connection line or extending a water main is
600 solely responsible for all costs and liability associated with or arising from the excavation,
601 connection, and installation of the on-site water line or water main extension.

602
603 14.08.050 Water meter installation.

604
605 a. Property owners must install a water meter and related components before they will be
606 eligible to connect to the Water System. Installation of all water meters must comply with
607 installation instructions drafted by the Public Works Department and approved by City Council
608 and available at the City Clerk's Office and Public Work's office. A violation of the installation
609 instructions shall constitute a violation of this chapter.

610
611 b. The property owner required to install the water meter shall be responsible for all costs
612 associated with installation of that meter and its corresponding mechanisms and a rental fee
613 for the meter from the City.

614
615 c. The City shall have the right to install a water meter remote on a building serviced or
616 scheduled to be serviced by the Water System. The meter shall be the size and model indicated
617 by the Public Works Director.

618
619 d. Water meters remain City property. Persons renting meters shall be responsible for damage
620 arising from external damage and freezing. Internal wear and tear and failure of the meter due

621 to general external wear and tear shall be the responsibility of the City. Customers shall provide
622 reasonable access for City personnel to maintain, monitor, and service a meter.

623

624 14.08.060 Disconnection due to nonpayment.

625

626 The City may discontinue water service for nonpayment of any utility service charges,
627 connection fees and related charges. The City shall provide notice to a Water System user at
628 least 30 days before discontinuing water service due to nonpayment.

629

630 14.08.070 Frozen pipes–City not liable.

631

632 Customers will be solely responsible for all on-property frozen water connections and
633 extensions.

634

635 14.08.075 Operation of water valves, fire hydrants and curb stops.

636

637 Only persons authorized by the City may operate water valves, fire hydrants, and/or curb stops.

638

639 14.08.080 Discontinuance of water.

640

641 Water may at any time be shut off from water mains without notice for repairs, extensions or
642 other necessary purposes. The City will not be liable to the customer for any loss or damage
643 caused by disruptions in water service.

644

645 14.08.090 Priority use of water.

646

647 The first priority of use of the water produced by the Water System is to provide for human
648 consumption, sanitation, and fire protection needs of water consumers within the boundaries
649 of the City of Homer.

650

651 14.08.100 Surplus water–Sale.

652

653 a. Subject to subsection (b) of this section and other provisions of this chapter, water may be
654 made available for sale to bulk water customers, resellers, and others for export or
655 consumption outside the boundaries of the City of Homer.

656

657 b. Notwithstanding any other provision of this title, City Council may by resolution restrict,
658 interrupt, decrease, or terminate the sale of water for export or consumption outside the
659 boundaries of the City if Council determines it is in the best interests of the City to do so.

660

661 14.08.110 Water shortage or emergency declaration.

662

663 a. City Council may declare a water shortage and restrict the use of water within the boundaries
664 of the City if it finds, via resolution, and after conducting a public hearing, insufficient water
665 available to meet the sanitation, fire protection, and consumption needs within the
666 boundaries of the City.

667
668 b. City Council may declare a surplus water shortage via resolution and restrict use of surplus
669 water as Council deems necessary and in the City's best interest.

670
671 c. The City Manager may declare a water emergency of up to 30 days if he or she finds that there
672 is an imminent threat or actual impairment to the City's ability to meet water supply demands.
673 The City Manager shall submit a summary of the declaration of water emergency and the
674 reasons for the declaration at the next regularly scheduled Council meeting.

675
676 14.08.120 Water shortage or emergency–Interruption of sale of surplus water–Other
677 measures.

678
679 a. If a water shortage or water emergency is declared, the City shall first restrict, decrease,
680 interrupt, or terminate the sale of surplus water. The City may take any other measures that
681 the City determines, in its sole discretion, are necessary to address the water shortage or
682 emergency so long as it does so without discrimination between similarly situated consumers.

683
684 b. Any measures adopted in response to a declared water shortage or emergency shall, for the
685 duration of the period of the declared shortage or emergency, prevail over any conflicting
686 provisions of law establishing rights of persons to receive specific or proportionate amounts of
687 the water supply.

688
689 c. Any measures adopted in response to a declared water shortage or water emergency will be
690 made available for public inspection at the City Clerk's office, at the City Library, and at the
691 Public Works Department while those measures are in effect. Notice of the measures shall also
692 be posted on the City's website within 48 hours after the declaration of the water shortage or
693 emergency.

694
695 14.08.130 Water shortage or emergency–Appeal.

696
697 Any person aggrieved by a City Council declaration of a water shortage or water emergency
698 under HCC 14.08.110, or by any action taken by the City in response to such a declaration, may
699 appeal the declaration or action to the Superior Court. The appeal must be filed within 30 days
700 from the date the declaration was adopted or action taken. The declaration or action of the
701 City shall not be reversed except on the ground that such declaration or action was fraudulent,
702 arbitrary, or capricious.

703
704 14.08.150 Service deposits.

705
706 a. All water service users, at the time the service is established, shall pay a deposit based on
707 meter size, established by Council via resolution.

708
709 b. Deposits and any accrued interest shall be refunded:

710
711 1. After one year of service provided the customer has made all payments owed in
712 full and at the time due; or

713 2. No more than 45 days after the date customer is disconnected from the Water
714 System or stops receiving service. Service deposits and any interest shall first
715 be applied to any outstanding balance owed by the disconnecting customer. If
716 there is a balance, the remaining deposit and interest after the payment of that
717 balance shall be refunded to the disconnecting customer.

718
719 c. If a customer has had utility service with the City within the last two years and paid their City
720 utility payments on time, the Finance Department may waive the deposit requirement under
721 this section.

722
723 d. Customers requesting an automatic continuance of utility service between renters may
724 enter into a landlord agreement with the City for this purpose.

725
726 14.08.160 Bulk water sales.

727
728 a. Bulk water sales rates shall be established by City Council via resolution. The schedule for
729 service fees shall apply to all bulk water service requests.

730
731 b. The meter deposit will be returned when the meter is returned undamaged.

732
733 c. If a bulk water customer purchases a meter from the City for measuring the quantity of water
734 purchased it shall be exempt from the monthly meter service charge. It is the responsibility of
735 the bulk water customer to maintain that meter so the City can accurately determine the
736 amount of water being purchased. In the event the meter fails, the customer must repair or
737 replace the meter at its sole expense. The City may at any time test the meter for accuracy and
738 reject a repaired meter that it is not accurate.

739
740 14.08.170 Water filling station permit.

741
742 a. No person shall establish or operate a water filling station to obtain water from the Water
743 System unless that person has a water filling station permit issued by the City.

744

745 b. A person shall apply for a water filling station permit on a form provided by the City. The
746 permit application is available at the City Clerk’s office, the Public Works Department, and may
747 be available on the City’s website. The permit fee must be submitted with the application.
748

749 c. The water filling station permit criteria shall be included in the permit application and any
750 conditions and terms of the permit shall be included on the face of the permit. Water filling
751 station permit terms and conditions may include, but are not be limited to, uniform or site-
752 specific flow rate restrictions, storage tank requirements, and other provisions required by the
753 Public Works Department to minimize adverse effects on the Water System and promote its
754 efficient operation.
755

756 CHAPTER 14.50
757 UTILITY DISTRIBUTION FACILITIES
758

759 Sections:

- 760 14.50.010 Definitions.
761 14.50.020 Underground installation of cable extensions.
762 14.50.030 Enforcement of this chapter.
763

764 14.50.010 Definitions.
765

766 The following words, terms and phrases, when used in this chapter, shall have the meanings
767 ascribed to them in this section, except where the context clearly indicates a different
768 meaning:
769

770 “Cable” includes cables and wires of all descriptions.
771

772 “Natural Gas Assessment District” means City of Homer Natural Gas Distribution Special
773 Assessment District created by Homer City Ordinance 13-02.
774

775 “Public utility” includes every corporation, whether public, cooperative, or otherwise,
776 company, individual, or association of individuals, their lessees, trustees, or receivers
777 appointed by a court, that owns, operates, manages, or controls any plant or system for (1)
778 furnishing, by generation, transmission, or distribution, electrical service to the public for
779 compensation; (2) furnishing telecommunication service to the public for compensation.
780

781 “Public utility” includes all public utilities, whether or not subject to regulation by the
782 Regulatory Commission of Alaska.
783

784 “Telecommunications” means the transmission and reception of messages, images,
785 impressions, pictures, data, and signals by means of electricity, electromagnetic waves, and
786 any other kind of energy, force variations, or impulses, whether conveyed by cable, wire,

787 radiated through space, or transmitted through other media within a specified area or
788 between designated points.

789

790 14.50.020 Underground installation of cable extensions.

791

792 After October 24, 2006, all public utility cable facilities, including, but not limited to, electric
793 power, telephone, and telecommunications cables constructed or installed for the purpose of
794 providing utility service to any land not served before that date by overhead cable facilities,
795 shall be installed underground, and no cables or supporting poles shall be constructed or
796 installed above ground for such purpose, unless the utility obtains an approved exception
797 pursuant to HCC 22.10.055(e) or (f).

798

799 14.50.030 Enforcement of this chapter.

800

801 In addition to penalties and remedies set forth in this title, no permit may be issued to install a
802 utility line on City property or in a City-owned or controlled easement or right-of-way in
803 violation of this chapter.

804

805 Section 5: Title 17 entitled “Improvement Districts” is hereby repealed and reenacted
806 to read as follows:

807

808

TITLE 17
PUBLIC ASSESSMENTS

809

810

811 Chapters:

812 17.01 General Provisions

813 17.02 Special Assessment Districts

814 17.03 Enforcement of Public Assessments

815 17.15 Road Improvement Assessments

816 17.18 Developer Reimbursement Program

817

818

CHAPTER 17.01
GENERAL PROVISIONS

819

820

821 Sections:

822 17.01.010 Definitions.

823 17.01.020 Purpose.

824 17.01.030 Assessment authority.

825

826 17.01.010 Definitions.

827

828 For the purposes of this title, the following words and phrases shall have the meanings set forth
829 below:

830

831 “Benefited area method” means a method of assessment that determines each parcel’s share
832 of the assessment by dividing the total cost of the improvements on which the assessment is
833 based by the total square footage of land benefited by the improvement and then allocating a
834 portion of the cost of the assessment to each parcel based upon the square footage of the land
835 benefited by the improvement. The square footage included in the calculation shall exclude
836 undevelopable land. For a lot 50% larger than the average lot in the district, the Public Works
837 Director may determine that benefited area only includes the first 200 feet of the lot so long as
838 Council approves that determination.

839

840 “Cost” means all expenses incurred by the City for an improvement, including but not limited
841 to, advertising expenses, fees of engineers, architects and surveyors, legal fees, costs of
842 property acquisition, payments to construction contractors, costs of interim and long-term
843 financing of the improvement, including costs of issuing bonds and notes, and City
844 administrative costs.

845

846 “Developable land” means land that, in the discretion of the Public Works Director, can be
847 reasonably developed for uses permitted within the property’s zoning district.

848

849 “District” means a special assessment district created under this chapter unless otherwise
850 specified.

851

852 “Equal area method” means an assessment method allocating costs equally to each lot in a
853 District.

854

855 “Front footage method” means an assessment method allocating costs between lots in a
856 District based on the linear feet fronting the improvement for which the District was created.
857 Under this method, and except as provided in this definition, lots fronting the improvement on
858 more than one side and only accessing the improvement from one side will only be assessed
859 for linear feet on one side. Lots fronting the improvement on more than one side and accessing
860 the improvement from more than one side, will be assessed for linear feet on all sides accessing
861 the improvement.

862

863 “Improvement” means a capital improvement, including without limitation streets, sidewalks,
864 alleys and bridges; street lighting; drainage and flood control facilities; sanitary sewage
865 collection and treatment facilities; water supply and distribution facilities; natural gas
866 distribution facilities; and parks, playgrounds, public squares and open space.

867

868 “Public Works Director” means the Public Works Director or his or her designee. If the Public
869 Works Director position is not filled or is temporarily empty, the City Manager or his or her
870 designee will serve as the “Public Works Director” for purposes of this title.

871
872 “Special Assessment Application Fee” means the fee charged for the processing of the special
873 assessment district application. The fee is approved annually by Council in the resolution
874 adopting the City fee schedule.

875
876 “Record owner” means the person in whose name real property is listed on the property tax
877 roll prepared by the Kenai Peninsula Borough.

878
879 “Undevelopable land” means land that cannot be practicably developed due to natural
880 characteristics, which may include, but are not limited to, steep grade, ravines, and wetlands.

881
882 17.01.020 Purpose.

883
884 The purpose of this title is to identify the assessments the City may charge for acquiring,
885 installing or constructing capital improvements and utility systems that benefit real property
886 within City boundaries.

887
888 17.01.030 Assessment authority.

889
890 The City may assess all or part of the cost of a capital improvement against real property
891 benefited by the improvement, whether the property is privately or governmentally owned,
892 including real property that is exempt from taxation.

893
894 CHAPTER 17.02
895 SPECIAL ASSESSMENT DISTRICTS

- 896
897 Sections:
- 898 17.02.030 Purpose and authority for special assessment districts.
 - 899 17.02.040 Initiation of a special assessment district.
 - 900 17.02.050 Creation of a special assessment district.
 - 901 17.02.060 Contract–Approval of increased costs.
 - 902 17.02.070 Special assessment roll.
 - 903 17.02.080 Certification of assessment roll.
 - 904 17.02.090 Payment.
 - 905 17.02.100 Subdivision after levy of assessments.
 - 906 17.02.120 Reassessment.
 - 907 17.02.130 Objection and appeal.
 - 908 17.02.140 Interim financing.
 - 909 17.02.150 Special assessment bonds.

910 17.02.160 Time limit for special assessment districts.

911 17.02.170 Water and sewer connections required.

912 17.02.190 Hardship deferrals.

913 17.02.200 Payment in lieu of assessment.

914

915 17.02.030 Purpose and authority for special assessment districts.

916

917 a. A special assessment district may be created for the purpose of acquiring, installing or
918 constructing a capital improvement that primarily benefits real property in the district, in
919 contrast to capital improvements that benefit the entire community and are paid for with
920 general government resources or improvements that benefit a specific individual parcel.

921

922 b. The purpose of this chapter is to prescribe the procedure for initiating a special assessment
923 district, authorizing an improvement in a special assessment district, approving and levying
924 special assessments, payment of special assessments, and the authorization of special
925 assessment bonds, for public information and administrative guidance.

926

927 17.02.040 Initiation of special assessment district.

928

929 a. A special assessment district may be initiated by:

930

931 1. A Resolution, initiated by a Council member, the City Manager, or through the
932 developer reimbursement application process set forth in this title and
933 approved by a vote of not less than three-fourths of Council; or

934 2. A Petition signed by 50% of the total record owners who receive notice from the
935 City Clerk's office that they will be assessed a portion of the costs of a single
936 capital improvement.

937

938 b. Special assessment petition applications are available from the Clerk's office. A benefited
939 property owner proposing a special assessment district by petition must file with the Clerk a
940 complete special assessment petition application no more than 60 days after the notice of
941 assessment is issued to record owners. The Clerk shall approve all properly and timely
942 submitted applications within 10 days of the date on which the application is filed. The Clerk
943 shall notify the petition sponsor in writing that the petition has been approved, prepare the
944 petition, and distribute it by certified mail to all record owners of property in the proposed
945 district no more than 30 days after the petition application is approved.

946

947 c. Upon adoption of a resolution initiating a special assessment district, or the filing of a
948 sufficient petition with the Clerk, the City Clerk shall:

949

- 950 1. Schedule a meeting of record owners of real property in the proposed district,
951 notify the record owners by mail of the date, time and location of the meeting,
952 and include a copy of the notice in the City’s regular meeting advertisement;
953 2. Refer the proposed district to the Public Works Director, who shall prepare an
954 improvement plan for the proposed district. The proposed district improvement
955 plan shall include:
956
957 A. The boundaries of the proposed district;
958 B. The design of the proposed improvement;
959 C. A cost estimate for the improvement;
960 D. The assessment allocation method used to calculate the amount owed
961 by each record owner in the proposed district;
962 E. The percentage of the improvement cost to be assessed against
963 properties in the district;
964 F. The time period over which assessments will be financed; and
965 G. Preliminary assessment roll for the proposed district.
966
967 3. The Public Works Director shall use the equal area method in calculating the
968 assessment amount unless another method is specified in the improvement
969 plan.
970
- 971 17.02.050 Creation of a special assessment district.
972
- 973 a. Upon completion of an improvement plan under this chapter, the City Clerk shall set a time
974 for a public hearing on the necessity of the improvement and proposed improvement plan.
975 Notice of the hearing shall be published at least twice in a newspaper of general circulation in
976 the City, and mailed via certified mail to every record owner of real property in the proposed
977 district not less than 60 days before the hearing.
978
- 979 b. A record owner of real property in the proposed district may file a written objection to the
980 improvement plan with the City Clerk no later than the day before the date of the public
981 hearing on the improvement plan. If owners of real property that would bear 50 percent or
982 more of the assessed cost of the improvement file timely written objections, the Council may
983 not proceed with the improvement unless it revises the improvement plan to reduce the
984 assessed cost of the improvement that is borne by objecting record owners to less than 50
985 percent of the assessed cost of the improvement. If the resolution changes the district
986 boundary in the improvement plan, the City Clerk shall notify all record owners of property
987 included in the district under the improvement plan of the change.
988
- 989 c. At the noticed date and time, Council shall hold a public hearing and shall adopt a resolution
990 approving the assessment if Council finds, via resolution, that the improvement is necessary
991 and benefits the properties that will be assessed. Council must also approve the proposed

992 improvement plan. The resolution shall contain a description of the improvement, the
993 estimated cost of the improvement, the percentage of the cost to be assessed against the
994 properties in the district, and a description of the properties to be assessed.

995
996 d. If record owners of all real property in the proposed assessment district waive in writing the
997 notice, protest period and public hearing required under this section, the question of creating
998 the district may be submitted to Council without such notice, protest period or public hearing.

999
1000 17.02.060 Contract–Approval of increased costs.

1001
1002 a. After a special assessment district has been created, the City shall contract for the
1003 construction of the improvement. If the City will own the improvement, it shall solicit bids for
1004 construction of the improvement. If the City will not own the improvement, it shall contract
1005 with the owner of the improvement to provide for its construction.

1006
1007 b. If the cost of constructing the improvement will exceed 15 percent of the estimated cost of
1008 construction identified in the improvement plan, the City shall not contract for the
1009 construction of the improvement without first notifying all record owners in the district via
1010 certified mail of the increased cost and providing record owners in the proposed district 30
1011 days to object to the increase.

1012
1013 c. If the City receives written objections from record owners collectively bearing one-half or
1014 more of the cost of the improvement, the City may not contract to construct the improvement
1015 unless it can do so at an amount not more than 15 percent above the estimated cost of
1016 construction identified in the improvement plan. The City may still impose an assessment or
1017 levy taxes on the district for the costs of developing the improvement plan so long as the record
1018 owners approved the initiation of the district and the improvement plan.

1019
1020 17.02.070 Special assessment roll.

1021
1022 a. After completion of the improvement, the City shall assess costs of the improvement and
1023 prepare an assessment roll stating for each property in the special assessment district the
1024 name and address of the record owner, Kenai Peninsula Borough parcel number, the legal
1025 description of the property, the amount assessed against the property, and the assessed value
1026 of the property as determined by the Borough Assessor.

1027
1028 b. Council shall certify the assessment roll by resolution.

1029
1030 c. Prior to certifying the assessment roll, Council shall hold a hearing. All record owners in the
1031 proposed district will have an opportunity to raise objections to the assessment roll at the
1032 hearing. At least 15 days before the hearing, the City Clerk shall send written notice of the
1033 hearing on the certification of the assessment roll by certified mail to each record owner

1034 appearing on the assessment roll and publish notice of the hearing in a newspaper of general
1035 circulation in the City.

1036

1037 17.02.080 Certification of assessment roll.

1038

1039 After the hearing the Council shall correct any errors or inequalities in the assessment roll. If
1040 an assessment is increased, a new hearing shall be set and notice published, except that a new
1041 hearing and notice is not required if all record owners of property subject to the increased
1042 assessment consent in writing to the increase. Objection to the increased assessment shall be
1043 limited to record owners of properties whose assessments were increased. When the
1044 assessment roll is corrected, the Council shall confirm the assessment roll by resolution. The
1045 City Clerk shall record the resolution and confirmed assessment roll with the District Recorder.

1046

1047 17.02.090 Payment.

1048

1049 a. In the resolution certifying the assessment roll, Council shall fix the time or times when
1050 assessments or assessment installments are due, the amount of penalty on a delinquent
1051 payment and the rate of interest on the unpaid balance of an assessment. An assessment that
1052 is to be paid in a single payment shall not be due before 60 days after billing.

1053

1054 b. Within 30 days after fixing the time when payment of the assessments is due, the Finance
1055 Director shall mail a statement to the record owner of each assessed property identifying the
1056 property and stating the assessment amount, the payment due date, and the amount of the
1057 penalty on a delinquent payment. Within five days after mailing the statements, the Finance
1058 Director shall publish notice of mailing the statements in a newspaper of general circulation in
1059 the City.

1060

1061 17.02.100 Subdivision after levy of assessments.

1062

1063 a. Except as otherwise provided in this section or required by a governing tariff, a “subdivided
1064 property connection fee” shall be paid before subdivided lots may be connected to an
1065 improvement for which the original assessment was levied.

1066

1067 b. The “subdivided property connection fee” shall only be required when the original
1068 assessment on the pre-subdivided lot was apportioned equally between parcels and was not
1069 apportioned based upon lot size or area.

1070

1071 c. The amount of the “subdivided property connection fee” shall be equal to the amount of the
1072 original assessment adjusted by the increase in the number of parcels.

1073

1074 d. If the original assessment was payable in installments, the City may enter into a written
1075 agreement for the payment of the connection fee in installments on terms that are

1076 substantially the same as those authorized for the payment of the original assessment, secured
1077 by a deed of trust on the parcel.

1078
1079 e. Upon the subdivision of a property assessed as a single parcel in the Natural Gas District
1080 improvements where assessments were levied in an equal amount per parcel (i.e., without
1081 regard to parcel area, dimension or other characteristic), the assessment levied on the
1082 property that is to be subdivided shall be paid in full before the recording of the final plat. No
1083 parcel that results from the subdivision shall be subject to assessment for the improvements,
1084 but shall be charged for connecting to the improvements in accordance with the tariff of the
1085 public utility that provides natural gas service to the parcel.

1086
1087 f. Subdivisions of lots included in the original assessment shall only incur the “subdivided
1088 property connection fee” when the subdivision of the lot occurs on or before the date the total
1089 assessment for the district is paid in full.

1090
1091 g. All subdivided property connection fees collected under this section shall be deposited in
1092 the Homer Accelerated Water Sewer Program fund.

1093
1094 17.02.120 Reassessment.

1095
1096 a. Council shall within one year correct any deficiency in a special assessment found by a court,
1097 under the procedure for certification of the assessment roll in HCC 17.02.

1098
1099 b. Payments on the initial assessment are credited to the property upon reassessment. The
1100 reassessment becomes a charge upon the property notwithstanding failure to comply with any
1101 provision of the assessment procedure.

1102
1103 17.02.130 Objection and appeal.

1104
1105 a. An assessment may only be contested by a person who filed a written objection to the
1106 assessment roll before its certification. Council’s decision regarding an objection to the
1107 assessment role is final and may be appealed to the Superior Court within 30 days after the
1108 date of certification of the assessment roll.

1109
1110 b. If no objection is filed or appeal taken within the time provided in this section, the
1111 assessment procedure shall be considered regular and valid in all respects.

1112
1113 17.02.140 Interim financing.

1114
1115 a. Council may provide by resolution or ordinance for the issuance of notes to pay the costs of
1116 an improvement from the special assessments for that improvement. The notes shall bear

1117 interest at a rate or rates authorized by the resolution or ordinance, and shall be redeemed
1118 either in cash or bonds for the improvement project.

1119
1120 b. Notes issued against assessments shall be claims against the assessments that are prior and
1121 superior to a right, lien or claim of a surety on the bond given to the City to secure the
1122 performance of the contract for construction of the improvement, or to secure the payment of
1123 persons who have performed work or furnished materials under the contract.

1124
1125 c. The Finance Director may accept notes against special assessments on conditions
1126 prescribed by the Council in payment of:

- 1127
- 1128 1. Assessments against which the notes were issued in order of priority;
 - 1129 2. Judgments rendered against property owners who have become delinquent in
1130 the payment of assessments; and
 - 1131 3. Certificates of purchase when property has been sold under execution or at tax
1132 sale for failure to pay the assessments.

1133
1134 17.02.150 Special assessment bonds.

1135
1136 a. Council by ordinance may authorize the issuance and sale of special assessment bonds to
1137 pay all or part of the cost of an improvement in a special assessment district. The principal and
1138 interest of the bonds shall be payable solely from the special assessments levied against
1139 property in the district. The assessment shall constitute a sinking fund for the payment of
1140 principal and interest on the bonds. The benefited property may be pledged by the Council to
1141 secure payment of the bonds.

1142
1143 b. On default in a payment due on a special assessment bond, a bondholder may enforce
1144 payment of principal, interest, and costs of collection in a civil action in the same manner and
1145 with the same effect as actions for the foreclosure of mortgages on real property. Foreclosure
1146 shall be against all property on which assessments are in default. The period for redemption is
1147 the same as for a mortgage foreclosure on real property.

1148
1149 c. Before the Council may issue special assessment bonds, it shall establish a guarantee fund
1150 and appropriate to the fund annually a sum adequate to cover a deficiency in meeting
1151 payments of principal and interest on bonds if the reason for the deficiency is nonpayment of
1152 assessments when due. Money received from actions taken against property for nonpayment
1153 of assessments shall be credited to the guarantee fund.

1154
1155 17.02.160 Time limit for special assessment districts.

1156
1157 a. If five or more years elapse between the creation of a special assessment district and the City
1158 contracting for construction of the improvement, the City may not enter into the contract

1159 unless the Council by resolution extends the period for entering into the contract by not more
1160 than an additional five years.

1161
1162 b. Before the Council acts on a resolution under subsection (a) of this section, the City Clerk
1163 shall mail notice of the resolution to each current record owner of property listed on the
1164 preliminary assessment roll that the City will not contract for construction of the improvement
1165 in the district unless the resolution is adopted. The notice also shall include an updated copy
1166 of the preliminary assessment roll.

1167
1168 17.02.170 Water and sewer connections required.
1169
1170 Except as otherwise provided in the Code, the owner of property in a water or sewer special
1171 assessment district that contains an occupied building shall connect to the improvement
1172 constructed in the district within three years after the date that the resolution confirming the
1173 assessment roll for the district becomes final.

1174
1175 17.02.190 Hardship Deferrals.

1176
1177 a. A person may obtain a deferment of assessment payments under this section if the person:

- 1178
1179 1. Has an annual family income that is less than 125% of the current U.S. Health
1180 and Human Services Poverty Guidelines for Alaska;
1181 2. Is the record owner of the assessed property, and permanently resides in a
1182 single-family dwelling on the property; and
1183 3. Is not determined by the City, after notice and hearing, to have been conveyed
1184 the property primarily for the purpose of obtaining the deferment.

1185
1186 b. A person seeking deferment of an assessment payment shall file a written application with
1187 the Finance Director supported by documentation showing that the applicant meets the
1188 criteria in subsection (a) of this section. A person requesting an assessment payment
1189 deferment the first year the assessment is levied must file an application for deferment with
1190 the City no more than 15 days after receiving the initial assessment. A person requesting an
1191 assessment payment deferment under this section in any year after the first year must file an
1192 application for deferment no later than April 15th of the year for which the deferment is sought.
1193 A person must file an application each year for which deferment is sought and shall be required
1194 to prove eligibility for deferment as of January 1st of each year for which a deferment is
1195 requested. Within the same year, the City for good cause shown may waive the claimant's
1196 failure to make timely application and approve the application as if timely filed.

1197
1198 c. A person who receives an assessment payment deferment shall execute a deed of trust on
1199 the property subject to assessment, together with a promissory note payable to the City on
1200 demand, to secure the eventual payment of the deferred payment.

1201
1202 d. A deferred assessment payment shall be immediately due and payable upon the earlier to
1203 occur of the following events:

- 1204
1205 1. The sale or lease of the assessed property; or
1206 2. The death of both the deferred assessment applicant and the applicant's
1207 surviving spouse, if any.

1208
1209 e. Except for assessments imposed upon the Natural Gas Assessment District, hardship
1210 deferrals are not available from assessment payments for the infrastructure of a privately-
1211 owned utility.

1212
1213 17.02.200 Payment in lieu of assessment.

1214
1215 a. The purpose of an in lieu of assessment is to allow the City to respond to changing
1216 circumstances and allow a lot outside a special assessment district access to an improvement
1217 after the formation of the District. It provides a mechanism for the City to be compensated for
1218 access to the improvement while maintaining an incentive for the formation of future special
1219 assessment districts. An in lieu of assessment should be used infrequently and only in
1220 furtherance of this purpose.

1221
1222 b. A payment in lieu of assessment may be available to owners of property outside a special
1223 assessment district who want to connect to the improvement funded by a special assessment
1224 district. In order to qualify for connection to an improvement under this section, the record
1225 owner of the property and the City shall enter into a written agreement. The record owner shall
1226 agree in writing to:

- 1227
1228 1. Pay the full and actual costs of extending the benefit of the improvement onto
1229 their property; and
1230 2. Pay in full the property's pro-rated share of the assessed improvement.

1231
1232 c. The Public Works Director retains authority to deny a request for extension of an
1233 improvement under this section.

1234
1235 d. A payment in lieu of assessment must be paid in an equal or shorter period than the term of
1236 the original assessment.

1237
1238 e. Property accessing an improvement under this section may be included in a special
1239 assessment district for the same service created in the future. If a property is included in an
1240 assessment district under this subsection, the property will receive a credit towards the total
1241 assessment equal to (1) the amount of the "in lieu of assessment" already paid for the property

1242 or (2) the amount of the assessment levied on the property in the future special assessment
1243 district, whichever amount is less.

1244

1245

CHAPTER 17.03

1246

ENFORCEMENT OF PUBLIC ASSESSMENTS

1247

1248 Sections:

1249 17.03.010 Delinquent assessment payments-enforcement.

1250 17.03.020 Priority of lien.

1251

1252 17.03.010 Delinquent assessment payments-enforcement.

1253

1254 a. Assessments under this title and any interest or penalties on these assessments are liens on
1255 the property assessed.

1256

1257 b. Foreclosure of assessment liens shall be in accordance with the procedures required for
1258 foreclosure of property tax liens under Alaska Statute.

1259

1260 17.03.020 Priority of Lien.

1261

1262 a. Assessments under this title and any interest or penalties on these assessments are liens on
1263 the property assessed and are prior and paramount to all liens except municipal tax liens.
1264 Assessment liens may be enforced as provided in this Code and AS 29.45.320-29.45.470 for
1265 enforcement of property tax liens.

1266

1267 b. Assessment liens run with the land, and that portion of the assessment under the
1268 assessment contract that has not yet become due is not eliminated by foreclosure of a property
1269 tax lien.

1270

1271

CHAPTER 17.15

1272

ROAD IMPROVEMENT ASSESSMENTS

1273

1274 Sections:

1275 17.15.010 Partial payment for inaccessible frontage road.

1276 17.15.020 Corner lot assessment.

1277

1278 17.15.010 Partial payment for inaccessible frontage road.

1279

1280 a. The record owner of a through lot or flag lot may delay payment of the part of an assessment
1281 for road improvements that is based on frontage on a road to which the lot does not yet have
1282 access. To delay payment under this section, the owner shall enter into a delayed payment

1283 agreement with the City before the end of the period for filing objections to the district under
1284 HCC 17.02.050.

1285

1286 b. A delayed payment agreement shall include provisions confirming:

1287

- 1288 1. The lot fronts two streets but only has access to one of those streets;
- 1289 2. The lot owner agrees to pay the part of the assessment based on frontage on the
1290 street to which the lot has access; and
- 1291 3. When and if the lot acquires access to the other street the property fronts, the
1292 owner agrees to pay the remaining part of the assessment.

1293

1294 c. A delayed payment agreement shall be recorded with the District Recorder's office.

1295

1296 17.15.020 Corner lot assessment.

1297

1298 The assessment for road improvements against a corner lot shall be based only on the longer
1299 of the lot's road frontages.

1300

1301

1302

CHAPTER 17.18

1303

DEVELOPER REIMBURSEMENT PROGRAM

1304

1305 Sections:

1306 17.18.010 Purpose.

1307 17.18.020 Definitions.

1308 17.18.030 Developer Requested Special Assessment District.

1309 17.18.040 Developer Incentive and Reimbursement Program.

1310

1311 17.18.010 Purpose.

1312

1313 It is the intent of this chapter to provide incentive through reimbursement and access to the
1314 City's special assessment district process and procedures to developers expanding access to
1315 public utilities and capital improvements within the boundaries of the City.

1316

1317 17.18.020 Definitions.

1318

1319 In this chapter, unless otherwise provided, or the context otherwise requires, the following
1320 words and phrases shall have the meaning set forth below:

1321

1322 "Benefiting property" means one or more parcel(s) of real property which are adjacent to, will
1323 benefit from, or are likely to require connection to a Municipal Improvement.

1324

1325 “Cost of Construction” means the developer’s actual direct cost of constructing a Municipal
1326 Improvement.

1327
1328 “Developer” means an owner of real property who is developing his, her, or its real property.

1329
1330 “Developer Reimbursement Agreement” means a written contract between the City, as
1331 approved by the Council, and one or more developers, which provides for reimbursement of a
1332 portion of the Costs of Construction of a Municipal Improvement by a developer, and the
1333 method for assessing the pro rata share of the Costs of Construction of a Municipal
1334 Improvement to Benefited Property.

1335
1336 “Municipal Improvement” means water, sewer, electrical, and/or storm water systems or other
1337 capital improvements which have been designed and constructed according to City standards,
1338 approved by the City, accepted by the City, and provide potential benefits and/or service to
1339 Benefited Property.

1340
1341 17.18.030 Developer Requested Special Assessment District.

1342
1343 a. A developer may request a Resolution of the Council approving a special assessment district
1344 in connection with the construction of a Municipal Improvement as set forth in HCC 17.02.040.

1345
1346 b. A request for special assessment district initiated by a developer shall be filed on the Special
1347 Assessment District Resolution Request Form, which is available from the City Clerk’s Office.

1348
1349 c. The developer’s request must include all information required by the Special Assessment
1350 District Resolution Request Form, including, without limitation, a description of the
1351 boundaries of the district requested and the Municipal Improvement the developer intends to
1352 construct or extend, a cost estimate for the improvements to be constructed, the proposed
1353 method used to calculate the amount claimed by each record owner of Benefited Property in
1354 the proposed district, the percentage of the improvement cost to be assessed to Benefited
1355 Properties within the district, and the percentage of the improvement cost to be assessed to
1356 the developer’s property and/or project.

1357
1358 d. Upon adoption of a Resolution of Council finding there is a necessity for the special
1359 assessment district identified by the developer in the developer’s application and the initiation
1360 of the special assessment district process under this chapter, a Developer Reimbursement
1361 Agreement must also be presented to Council for approval. This agreement must include the
1362 terms and conditions of the improvement plan and the proposed construction and installation
1363 terms by the Contractor.

1364
1365 17.18.040 Developer Incentive and Reimbursement Program.

1366

1367 a. If Council approves the district and the Developer Reimbursement Agreement under the
1368 procedures set forth in Title 17.02, and upon completion of the approved Municipal
1369 Improvement in accordance with the City’s standards and acceptance of the same by the City,
1370 and only to the extent permitted by law, the City shall transfer any payments received by the
1371 City in payment for the assessments within the district. The City will disburse any payments
1372 received from property owners in the district to the developer within 90 days from the date the
1373 City collects or receives the assessment payment.

1374
1375 b. The City may collect, but is not required to collect, the amounts assessed to any Benefited
1376 Property for the pro rata share of the developer’s Costs of Construction. The Pro Rata Payment
1377 must be paid before any Benefited Property connects to or uses the Municipal Improvement.
1378 No Benefited Property is permitted to connect to or use the Municipal Improvement without
1379 first making the Pro Rata Payment. The Pro Rata Payment is in addition to any connection
1380 fees, service fees, or other fees that may be charged for connection and/or use of the Municipal
1381 Improvement, or any other fees chargeable by the City under the Code for the construction of
1382 a particular Municipal Improvement.

1383
1384 c. The City accepts no liability to collect any Pro Rata Payment from the owners of Benefited
1385 Property, or in the event of non-payment, to pursue enforcement for non-payment of any Pro
1386 Rata Payment, or to disconnect or remove any Benefited Property from the Municipal
1387 Improvement for non-payment of a Pro Rata Payment. The City assumes no liability or
1388 responsibility regarding the enforceability of any Reimbursement Agreement, or the
1389 developer’s ability to seek a Pro Rata Payment. To the extent permitted by law, enforcement
1390 matters relating in any way to a Pro Rata Payment, or recovery or reimbursement of any Costs
1391 of Construction, shall be the sole responsibility of the private developer.

1392
1393 Section 6: This ordinance is of a permanent and general character and shall be included
1394 in the Homer City Code.

1395
1396 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER THIS ____ DAY OF _____, 2019.

1397
1398 CITY OF HOMER
1399
1400 _____
1401 KEN CASTNER, MAYOR
1402

1403
1404
1405
1406 ATTEST:
1407 _____
1408 _____

1409 MELISSA JACOBSEN, MMC, CITY CLERK

1410

1411

1412 YES:

1413 NO:

1414 ABSTAIN:

1415 ABSENT:

1416

1417 First Reading:

1418 Public Hearing:

1419 Second Reading:

1420 Effective Date:

1421

1422

1423 Reviewed and approved as to form:

1424

1425 _____

1426 Katie Koester, City Manager

1427

1428 Date: _____

1429

Michael Gatti, City Attorney

Date: _____

MEMORANDUM 19-125

**TO: HOMER CITY COUNCIL
KATIE KOESTER, CITY MANAGER**

FROM: HOLLY C. WELLS

**RE: ORDINANCE 19-23: PUBLIC UTILITY SYSTEM AND SPECIAL
ASSESSMENTS ORDINANCE**

CLIENT: CITY OF HOMER

FILE NO.: 506,742.27

DATE: SEPTEMBER 12, 2019

INTRODUCTION

The following is an updated table for use at the September 16, 2019 work session. This table incorporates changes into the Ordinance after the May 22, 2019 memo distributed to Council regarding the purpose and scope of the revisions proposed in Ordinance 19-23.

Table 1: Title 14 Comparison

Current HCC Title 14	The Ordinance
No Chapter 14.01	Chapter 14.01 was added to consolidate general provisions that apply to all utilities. It includes a definition of the “service area,” the City Manager’s rulemaking authority, City immunity, and contractor licensure requirements. It also incorporates the appeal and violation procedures that apply to all violations of Title 14 and all Title 14 permit appeals. Specifically, the HCC 14.01 sections are as follows: 14.01.010 Water and sewer service area. 14.01.020 City Manager rule making authority.

	<p>14.01.030 Immunity for discretionary acts.</p> <p>14.01.040 Violation-Penalty.</p> <p>14.01.045 Violation-Right of appeal.</p> <p>14.01.050 Utility permits-Appeal procedure.</p> <p>14.01.060 Utility permit appeals-Superior court.</p> <p>14.04.070 Bond or cash deposit.</p> <p>14.01.080 State contractor required.</p> <p>14.04.090 Water and sewer rate schedules.</p>
<p>HCC 14.04.115 “Extraterritorial services.”</p> <p>HCC 14.04.115 provides a process where an application for sewer service is presented to Public Works for approval, evaluated by Public Works and the Finance Department, and granted or denied by Council based upon specified criteria in the Code. There is no provision for water services outside the City.</p>	<p>PHCC 14.01.010 “Water and sewer service Area” replaces HCC 14.04.115. PHCC 14.01.010 prohibits water/sewer service unless approved by ordinance or otherwise permitted in Title 14. While it applies to both water and sewer, it removes all the specific requirements for extraterritorial services previously required. The intent of the substantially simplified proposed provision was to permit Council to revisit extraterritorial services outside the Title 14&17 review process in light of the significant policy implications of this section. However, there is not an ordinance currently pending before Council and Ordinance 19-19, which specifically addressed extraterritorial services requirements, failed to pass at Council’s September 9, 2019 meeting. As a result, Council may want to consider incorporating the existing approval process in HCC 14.04.115 into this proposed section.</p>
<p>HCC 14.04.120 and HCC 14.08.055</p>	<p>PHCC 14.01.020 “City Manager rule making authority” consolidates the enabling provisions currently located in both water and sewer. Currently, both</p>

	<p>provisions in the Code state the “City Manager is empowered, subject to approval of Council, to make rules and regulations not inconsistent with law...” Council has expressed a desire to change the reference to “rules and regulations” in the current Title or to create more clarity regarding “rules and regulations” and “procedure” references throughout Code.¹</p>
<p>No HCC 14.01.030 but see HCC 14.08.079 “Immunity for discretionary acts.”</p>	<p>PHCC 14.01.030 “Immunity for discretionary acts” essentially expands the scope of the immunity provision in HCC 14.08, which applies to the Water System, to all public utility systems.</p>
<p><u>Sewer System Provisions</u></p> <p>HCC 14.04.100 “Appeals-Board of Appeals-Notice of appeal.”</p> <p>HCC 14.04.105 “Appeals-Procedure.”</p> <p>HCC 14.04.110 “Appeal to Superior Court.”</p> <p>HCC 14.04.130 “Violation-Penalty.”</p> <p><u>Water System Provisions</u></p> <p>HCC 14.08.140 “Appeals – Board of Appeals – Notice of appeal.”</p> <p>HCC 14.08.150 “Appeals – Procedure.”</p> <p>HCC 14.08.160 “Appeal to Superior Court.”</p> <p>HCC 14.08.170 “Violation – Penalty.”</p> <p>HCC 14.08.130 “Permit suspension, revocation.”</p>	<p>The following sections were added to Chapter 14.01, which created a uniform penalty assessment, revocation, suspension, and appeal process for all utilities, including waste and water. These provisions replace all of the provisions listed on the other side of the column in the current Code.</p> <p>PHCC14.01.040 “Violation-Penalty”</p> <p>PHCC 14.01.045 “Violation-Right to Appeal”</p> <p>PHCC 14.01.050 “Utility permits-Appeal procedure”</p> <p>PHCC 14.01.060 “Utility permit appeals-Superior court.</p> <p>PHCC 14.04.130 “Industrial Waste-Penalties” remains separate and in the Code and other process and hearing procedures specific to industrial waste remain in the rules and regulations moved to the Industrial Waste Manual.</p>

¹ For Council’s edification, please see the attached worksheet entitled “Understanding References to Rules, Regulations, Policies, and Procedures in Homer, Alaska.” As Council correctly noted, there is longstanding inconsistency throughout Homer City Code referencing policies, procedures, rules, and regulations.

<p>No purpose section in HCC 14.04</p>	<p>PHCC 14.04.010 “Purpose” added. This section provides a formal name for the City’s system, namely, the “Homer Sanitary Wastewater and Sewage System” and recognizes the general purpose of the Code to ensure that all properties are eventually connected to the City’s system.</p>
<p>HCC 14.04.010 “Definitions.”</p>	<p>PHCC 14.04.010 is the purpose section and definitions are in PHCC 14.04.015. “Definitions” have been revised to remove definitions not referenced in Title 14 and adds definitions for important terms such as “directly adjacent,” “on-site sewer connection line,” “off-site sewer connection line,” “sewer connection line,” and “spaghetti line.” The Ordinance revises the Code to ensure these defined terms are consistently and uniformly used throughout. A definition for “Significant Industrial User” now appears in definitions.</p>
<p>No HCC 14.04.018</p>	<p>PHCC 14.04.018 “Service Connection Charges” consolidates numerous sections regarding fees and costs surrounding connection in one user-friendly location.</p>
<p>HCC 14.04.020 “Connection-Required.” Exempts “alternative sanitary facilities” in one subsection but requires all properties to connect to the system when available in another subsection.</p>	<p>PHCC 14.04.020 “Connection-Required” provides property owners three years instead of just one to connect to the City System and provides an exemption from connection for those with compliant and fully-functioning septic systems until those systems require replacement or substantial repair. A person seeking such exemption must complete a Notice to Stay Connection.</p>
<p>HCC 14.04.050 “Sewer service connections and extensions.”</p>	<p>PHCC 14.04.050 “Sewer Service connections and extensions permits” removes the lengthy references to the</p>

	standards and specifications needed to install a connection or extension and instead creates a permit process. This allows the property owner to access the permit application and have clearly-delineated requirements applicable to that process. It also allows the City to update the permit criteria as needed.
HCC 14.04.060 "Disposition of Revenue."	Removed: Provision requiring 100% of funds deposited into "central treasury" of the City and the "sewer utility fund" referred to requirements that are no longer necessary.
HCC 14.04.070 "Destruction of private sewage disposal systems." Requires destruction of private sewage facilities within 60 days of connection to City System.	PHCC 14.04.070 "Destruction/Abandonment of private sewage disposal systems" removes the 60-day restriction because in practice it may be too strict but instead requires compliance with the Alaska Department of Environmental Conservation.
HCC 14.04.080 "Sewage or waste disposal permit requirements." Grants a "permit" to one family existing or "future" dwellings connecting to the system and requires all others to have a permit, except for "significant industrial users." There is no notice provision.	PHCC 14.04.080 "Commercial waste disposal permit" Incorporates as-built and survey requirements unless the specific lease agreement provides otherwise. It simplifies language but adds protections for permit applicants, such as requiring notice before revocation or modification of a permit, except in cases of emergency.
HCC 14.04.090 "Discharge of Surface Drainage into City Sewer."	Moved to PHCC 14.04.100 "Discharge of surface drainage into HSWS Illegal." Simplified and clarified language.
HCC 14.04.100 "Board of Appeals."	Moved to PHCC 14.01.070 and changed from permitting an appeal to the "Board of Appeals," which was Council and the Mayor to the City Manager or a designated hearing officer.

HCC 14.04.105 “Appeals Procedure.”	Moved to PHCC 14.01.050 “Utility Permits-Appeal Procedure.” Provides less extensive appeal procedures because briefing schedules and process can be tailored to the needs of each case. Different permits will have differing levels of complexity.
HCC 14.04.110 “Appeal to Superior Court.”	Moved to PHCC 14.01.060 “Utility Permit Appeals-Superior Court.”
HCC 14.04.115 “Extraterritorial services.”	See explanation above. Moved to PHCC 14.01.010 “Water and sewer service area.” Removes lengthy extraterritorial services application procedure for sewage and provides for a uniform policy for water and sewer, both of which will require Council approval by ordinance before property outside the City will be approved to connect to the System.
HCC 14.04.120 “Rulemaking Authority.”	Moved to PHCC 14.01.020 and language clarified. Now requires City Council to approve the rules and regulations by resolution.
HCC 14.04.130 “Violation.”	Moved to PHCC 14.01.040 “Violation Penalty” and PHCC 14.01.045 “Violation right to appeal.” Adopts uniform appeal procedures and rights to appeal for all Title 14 violations.
Chapter 14.05 “Sewage-Industrial Pretreatment and Discharge.”	Chapter 14.05 repealed. Inserted PHCC 14.04.110 “Industrial waste pretreatment and disposal requirements,” PHCC 14.04.120 “Industrial waste disposal permit requirements,” and PHCC 14.04.130 “Industrial waste-penalties.” These provisions provide the basic requirements for industrial users and

	notification that the criteria and technical specifications are located in separate rules and regulations. The remainder of HCC 14.05 is incorporated through a separate rules and regulations manual adopted and/or revised by Council via ordinance.
HCC Chapter 14.08 “Water Rules and Regulations.”	PHCC Chapter 14.08 renames the chapter “Homer Public Water System.” HCC Chapter 13.28 is repealed and its provisions incorporated into PHCC 14.08.
HCC 14.08.010 “Purpose.”	PHCC 14.08.010 “Purpose” revises the purpose to include reference to the intent to provide for the financial management of the Water System and to include a formal name for the system, namely “The Homer Public Water System.”
HCC 14.08.020 “Definitions.”	PHCC 14.08.020 provides a consistent definition of “directly adjacent,” defines “surplus water,” “water connection line,” “water extension,” “spaghetti line,” “water filling station,” “on-site water connection line,” “off-site water connection line,” and provides a definition of “multiple-family dwelling.” It removes the definition for “certified service area” since the service area section for both water and sewer is incorporated into PHCC 14.01.010.
HCC 14.08.030 “Water connections and extensions.”	PHCC 14.08.075 “Operation of water valves, fire hydrants, and curb stops” incorporates the basic requirement in HCC 13.28.040 “Operation of water valves, fire hydrants, and curb stops” that only City personnel may operate these things.
HCC 14.08.040 “Private water systems-Connection Permits-Fees.”	PHCC 14.08.040 encompasses prohibition against connecting to the Water System without a permit.

HCC 14.08.037 “Water meters.”	PHCC 14.08.050 “Water meter installation”
HCC 14.08.050 “Water connections and extensions.”	PHCC 14.08.040 “Water connections and extension permit.”
HCC 14.08.060 “Frozen Pipes-City not liable.”	Moved to PHCC 14.08.070 “Frozen Pipes-City not liable.” No substantial changes.
HCC 14.08.070 “Discontinuance of supply.”	Moved to PHCC 14.08.080 and renamed “Discontinuance of water”. No substantial changes.
HCC 14.08.072 “Priority use of water.”	Moved to PHCC 14.08.090 “Priority use of water.” No substantial changes.
HCC 14.08.074 “Surplus water-Sale.”	Moved to PHCC 14.08.100 “Surplus water-Sale” simplified but not substantially changed.
HCC 14.08.076 “Water shortage or emergency declaration.”	Moved to PHCC 14.08.110 “Water shortage or emergency declaration” simplified the water shortage declaration process and requires a resolution by Council but does not require the hearing and other procedures that may derail a response to a water shortage.
HCC 14.08.077 “Water shortage or emergency-Interruption of sale of surplus water-Other measures.”	Moved to HCC 14.08.120 and simplified to provide the City Manager with the flexibility to react swiftly to a water shortage but ensure public awareness and notice.
HCC 14.08.078 “Water Shortage or emergency-Appeal.”	Moved to PHCC 14.08.130. No substantial changes.
HCC 14.08.079 “Immunity for discretionary acts.”	Moved to PHCC 14.01.030 to apply to all public utility systems.

HCC 14.08.080 "Schedule of rates-Rules and regulations and HCC 14.08.090 "Schedule of Rates Outside of the City Limits."	Moved to PHCC 14.01.090 "Sewer and water rate schedule," which consolidates the rate provisions for sewer and water and provides that rates will be in a schedule adopted by Council.
HCC 14.08.091 "Service deposits."	Moved to PHCC 14.08.150 "Service deposits." No substantial changes but language was simplified to identify clear criteria for refund.
HCC 14.08.100 "Bulk Water Sales."	Moved to PHCC 14.08.160; No substantial changes.
HCC 14.08.105 "Resale of water."	Repealed.
HCC 14.08.110 "Permit for resale of water."	Moved to PHCC 14.08.170 "Water filling station permit." Requires a permit application but moves the technical criteria for the permit into the permit application itself. It does identify some of the types of criteria that will be included in the application to ensure applicants have notice of the nature and scope of the permit criteria.
HCC 14.08.130 "Permit suspension, revocation." HCC 14.08.140 "Board of appeals-Notice of appeal." HCC 14.08.150 "Appeals-procedure." HCC 14.08.160 "Appeal to superior court." HCC 14.08.170 "Violation-penalty."	Moved to PHCC 14.01.040 "Violation"; PHCC 14.01.050 "Utility permits-Appeal procedure"; and PHCC 14.01.060 "Utility permit appeals-Superior Court" and applied to all City\public utility systems.
HCC Chapter 14.12 "Water and Sewer Zone Connection Fee."	Repealed. This fee has not been charged and is not administered. The Code was adopted to reflect longstanding practice.

HCW/PSC



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

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(f) 907-235-3148

Memorandum

TO: Mayor Castner and Homer City Council
FROM: Katie Koester, City Manager
DATE: September 18, 2019
SUBJECT: City Manager Report for September 23

HVFD Hiring Update

HVFD has been advertising for two Assistant Chief positions: Emergency Medical Services (EMS) and Fire Operations. HVFD received over 15 applications for the Assistant Chief of Fire operations. Three candidates were interviewed and all of them presented with good credentials and impressive resumes that would have served the department well. Chief Kirko was fortunate to have the opportunity to closely work with one of the candidates to get a better insight in to what they could offer the City and fire Department. It is with great pleasure to announce the promotion of Dan Miotke to position of Assistant Chief. Please congratulate and thank Assistant Chief Moitke for stepping up to serve his community in this leadership capacity when you see him.

Interviews for the EMS Assistant Chief will commence at the end of the month with the goal of final section by the end of November. The interview process is rigorous and takes some time as we ask a lot of the candidates to ensure a good fit.

Homer Spit Land Donation from The Nature Conservancy (TNC)

In May 2001, former Mayor Cushing requested The Nature Conservancy (TNC) purchase the Sprague Resources Corporation's 2.62 acre parcel located on the western (seaward) side of the Homer Spit as part of the City's Capital Improvement Program (CIP). According to the letter written by Mayor Cushing, "*the purchase of Spit property has been a long standing goal, approved by the Council, and is within our current CIP. This program states in part, 'the intent is to preserve the natural ecosystem and protect future ecotourism activities that are emerging as a major industry in Homer...In order to protect this valuable resource, it is necessary for the public to acquire the property.'*" This summer, staff received a letter from TNC wishing to finish Mayor Cushing's request by transferring the property at no cost to the City of Homer. This acquisition is of great benefit to the Homer community, further protecting the beautiful view sheds and recreational opportunities on the Spit while also, as said by Mayor Cushing, "helping to assure balanced development for generations to come." Staff will continue to work with TNC to acquire the space, which will continue its current use as open public recreation space and bring an Ordinance to City Council per HCC 18.06, Municipal Property Acquisition.

Enc:

September Employee Anniversaries
TNC City of Homer Land Donation letter
Statutory Warranty Deed



City of Homer

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Memorandum

TO: Mayor Castner and Homer City Council
FROM: Katie Koester
DATE: September 23, 2019
SUBJECT: September Employee Anniversaries

I would like to take the time to thank the following employees for the dedication, commitment and service they have provided the City and taxpayers of Homer over the years.

Aaron Glidden,	Port	15	Years
Ryan Browning,	Police	9	Years
Mike Lowe,	Port	8	Years
Nick Poolos,	Admin	8	Years
Tracie Whitaker,	Police	5	Years
Lisa Linegar,	Police	4	Years
Tamara Fletcher,	Port	3	Years



The Nature Conservancy in Alaska
715 L Street, Suite 100
Anchorage, AK 99501

tel [907] 276-3133
fax [907] 276-2584
nature.org/alaska

July 30, 2019

Katie Koester
City Manager
City of Homer, Alaska
491 E. Pioneer Avenue
Homer, Alaska 99603

Dear Ms. Koester,

In 2001, The Nature Conservancy (TNC) purchased a 2.62-acre parcel on the western (seaward) side of the Homer Spit from Sprague Resources Corporation, a Seattle, Washington-based realty firm. At that time, TNC and the City of Homer collaborated to transfer ownership of this parcel to the City of Homer as part of the 2001 City of Homer Capital Improvement Program. Our collective intent was to support preservation of natural ecologic processes and ecotourism on the Homer Spit, as indicated in the attached memorandum from former Mayor of Homer Jack Cushing dated May 14, 2001 (Attachment A). Our original intent for long term management of the parcel, which remains today, is to keep it in its natural state, preclude any further subdivision of the parcel itself and restrict development activities other than non-motorized recreation and wildlife viewing.

Time passed, administrations changed, and the transfer of ownership was postponed for many years. However, the importance of protecting erosion-prone intertidal areas on the Homer Spit is as critical now as it was in 2001, and TNC would like to complete this transaction by conveying the parcel to the City of Homer at no cost.

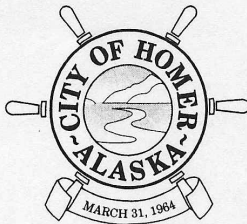
The Sprague Resources parcel (identified in Attachment B: Location Map) will add to seven contiguous parcels owned by the City of Homer on the western side of the Homer Spit and contribute to over 400 acres of city-owned lands on the Homer Spit.

After almost two decades, the Nature Conservancy is excited to complete this project. We understand that the City of Homer will need to pass an ordinance to accept the property. If there is anything TNC can do to assist you or your staff in this process, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrianna Muir", with a long, sweeping horizontal flourish extending to the right.

Adrianna Muir, Ph.D.
Conservation Director
The Nature Conservancy, Alaska



Office of the Mayor
Jack Cushing

(907) 235-8121
Fax 235-3140

Homer City Hall 491 E. Pioneer Avenue • Homer, Alaska 99603-7624

May 14, 2001

Randy Hagenstein, Associate State Director
The Nature Conservancy, Alaska Chapter
421 W. 1st Ave.; Suite 200
Anchorage, AK 99501

SUBJECT: Sprague Resources Corporation property on Homer Spit

Dear Randy:

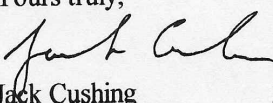
I am requesting that The Nature Conservancy acquire for the City of Homer approximately 2.62 acres located on the Homer Spit in Homer, Alaska, known as the Sprague Resources Corporation Tract. The purchase of Spit property has been a long standing goal, approved by the Council, and is within our current Capital Improvement Program (CIP). This program states in part, "The intent is to preserve the natural ecosystem and protect future eco-tourism activities that are emerging as a major industry in Homer. . . . In order to protect this valuable resource, it is necessary for the public to acquire the property."

This specific property is included in the area detailed by this CIP priority and is immediately adjacent to 100 plus acres the city has recently acquired or already owned, and designated for protection. It would be the City of Homer's intention to accept conveyance of this property from The Nature Conservancy and designate it similarly as part of the City's Conservation District. Acquisition of the property from the Conservancy is contingent upon final approval by the Homer City Council.

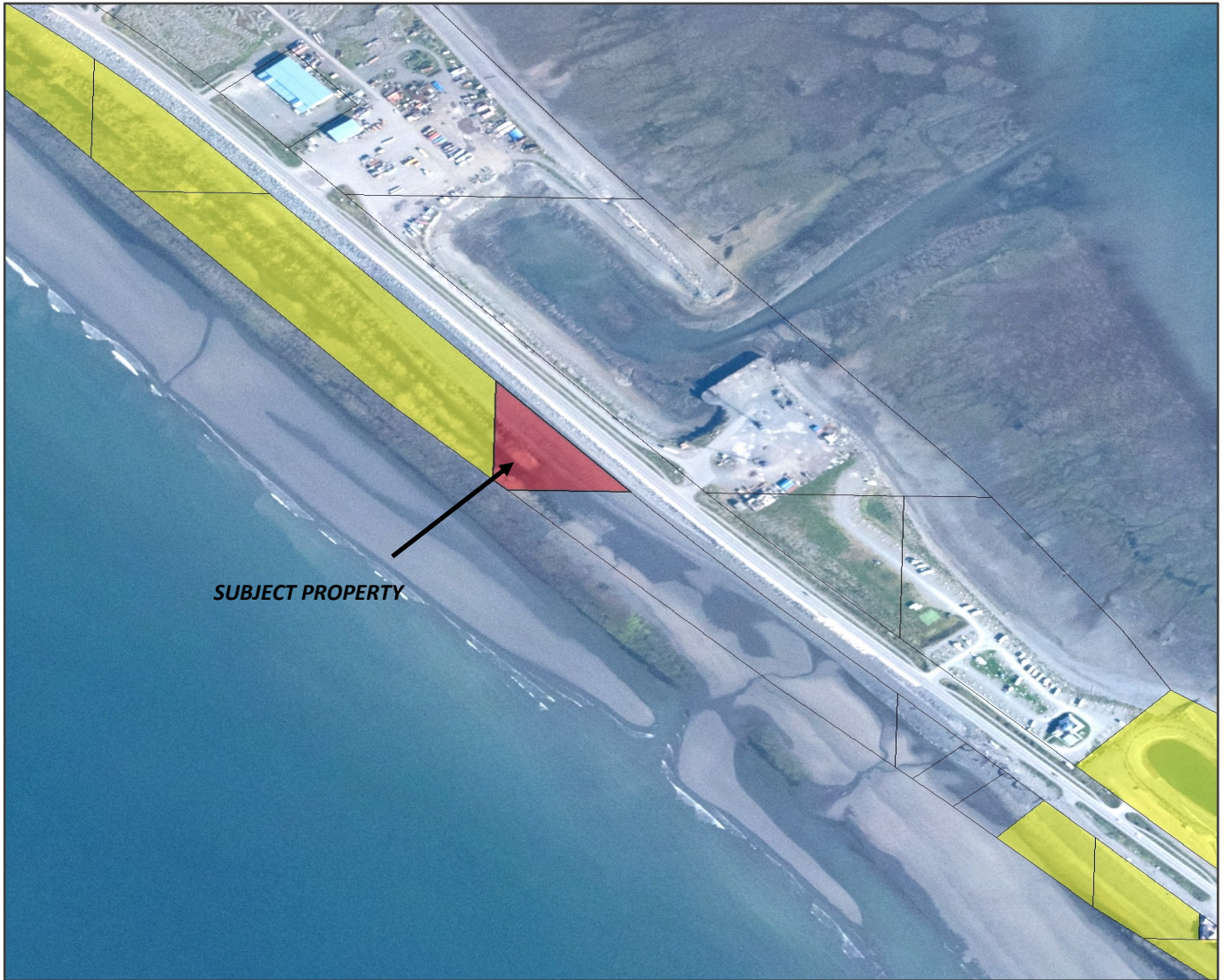
I understand that the Conservancy intends to purchase the property with funds from the North American Wetland Conservation Act grant and that the City will bear no expenses associated with purchase of the property from Sprague Resources Corporation or conveyance from the Conservancy to the City.

We appreciate the Conservancy's willingness to purchase the property and hold it prior to conveyance to the City of Homer and will work with your staff to ensure timely transfer of the property to the City. Thanks for your foresight in helping to assure balanced development for generations to come.

Yours truly,


Jack Cushing
Mayor, City of Homer

THE NATURE CONSERVANCY HOMER SPIT PARCEL



SUBJECT PROPERTY

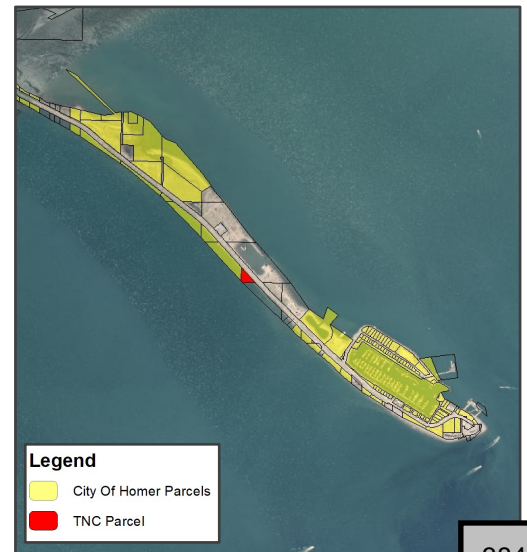
PARCEL INFORMATION

LEGAL DESCRIPTION: T 6S R 13W SEC 35 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 3 LYING SOUTHWEST OF THE HOMER SPIT RD

KPB Parcel ID: 18103007

Area (Acres): 2.62

KPB Assessed Value (2018): \$4,000



Legend

- City Of Homer Parcels
- TNC Parcel



22252

BK 00314 PG 0768

RECORDING REQUESTED BY AND)	FOR REGULAR TAX NOTICES
WHEN RECORDED RETURN TO:)	The Nature Conservancy
The Nature Conservancy)	PO Box 3231
217 Pine Street, St 1100)	Homer, AK 99603
Seattle, WA 98101)	

Statutory Warranty Deed

The Grantor, SPRAGUE RESOURCES CORPORATION, A Washington Corporation, pursuant to *Sec. 34.15.030, Alaska Statutes, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and warrant to Grantee, THE NATURE CONSERVANCY, a District of Columbia non - profit corporation, the following described real property, together with all tenements, hereditaments and appurtenances located in the Kenai Peninsula Borough, State of Alaska:

That portion of Government Lot 3 lying southwest of the Homer Spit Road, Section 35, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

SUBJECT to:

1. Reservations and exceptions as contained in U.S. Patent, and/or in acts authorizing the issuance thereof:
2. Taxes due for the year and subsequent years.
3. Rights of the Public and or governmental agencies in and to that portion of said premises lying below the mean high water mark of Kachemak Bay and any questions of right of access to Kachemak Bay in the event said lands do not in fact abut the Kachemak Bay.
4. Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

TO HAVE AND TO HOLD the said property, with its appurtenances, unto the Grantee, its heirs and assigns forever.

BK 00314 PG 0769

Grantor covenants and warrants that he is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of all liens, claims or encumbrances, except as shown above, and that he will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

DATED this 22 day of May, 2001.

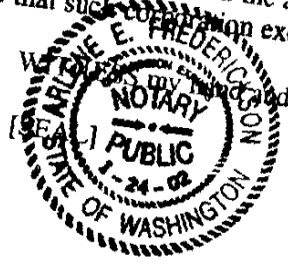
GRANTOR:

SPRAGUE RESOURCES CORPORATION, A Washington Corporation

By: [Signature]
GEORGE S. SCHUCHART, JR.
Its President

STATE OF WASHINGTON)
COUNTY OF KING) ss.
)

The foregoing instrument was acknowledged before me this 22ND day of MAY, 2001, by GEORGE S. SCHUCHART, JR., known or identified to me to be the PRESIDENT of the corporation that executed the above instrument on behalf of the corporation and acknowledged to me that such corporation executed the same.



Arelene E. Fredericksen
Notary Public

My Commission expires: 1-24-02

002248
RECORDER
RECORDING DISTRICT

2001 MAY 31 A 9:12
REQUESTED BY 1800
KBT



City of Homer

www.cityofhomer-ak.gov

Homer City Council

491 East Pioneer Avenue

Homer, Alaska 99603

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(f) 907-235-3143

Memorandum 19-127

TO: Mayor Castner and Homer City Council
FROM: Councilmembers Aderhold and Venuti
DATE: September 18, 2019
SUBJECT: Council Retreat Planning

The purpose of this memo is to reinitiate the conversation from the April, 22 2019 City Council meeting on planning for a council retreat. Minutes from that meeting indicate that City Council agreed on the following:

Councilmembers were generally supportive of the idea of planning a retreat but felt that it would be better to schedule something in the fall after elections or just after the first of the year. Councilmember Venuti offered to work with Councilmember Aderhold on this.

Fall is here, which means it is time to discuss the details of retreat planning. We have provided the following prompts below to initiate conversation and welcome input from the body.

Timing and duration: Four hours seems to be a good threshold for productive work, and it should probably not go longer than that. There is space in the Council calendar during the second week of November (week of the 11th). Potential times include:

- Wednesday November 13th from 3pm – 7pm
- Saturday November 16th from 9am – 1pm

Location: A location offsite that can accommodate Councilmembers and the public. Suggestions (depending on timing) include the Port and Harbor conference room and the College.

Goals and objectives of retreat: Establishing and prioritizing goals for Council and the Administration for 2020 would be a great start. This would give staff and Council the direction they need regarding items they should be spending their time on. Examples of potential projects/goals include repurposing derelict facilities and major code rewrites.

As part of the goal setting conversation, Council needs a mechanism for the manager to keep Council updated on progress and a way for new items to make it onto the list. This includes developing a threshold for when a project becomes either big enough or time consuming enough to need to be put on a list and prioritized by the body.

It would be our suggestion that both the Administration and Councilmembers come up with a list of projects they hope to work on in 2020. There would be some homework in advance of the retreat to bring these ideas to the table.

Attendance and participation: It is our suggestion that attendance be limited to the Council and Manager. While at a later retreat it may be valuable to include staff, this initial session should be about Council setting their priorities. The four hours will go quickly and limiting participation will improve efficiency.

Facilitation: Council has discussed the desire to have a professional facilitator guide the conversation. We agree that this would be necessary to make the most use of Councilmembers time. Initial conversation with *Wise at Work*, a local company that facilitates strategic planning on behalf of organizations across the state, anticipates approximately 12 hours of work to plan for, execute, and provide follow up on a four hour facilitated retreat.

Recommendation: Discuss retreat and provide direction on next steps. Authorize Councilmembers Aderhold and Venuti to work with the City Manager and a facilitator on furthering retreat planning with the goal of updating City Council at the October 14th Council meeting.

FN: \$1,500 out of 0100-5210 Mayor-Council Professional Services + \$150 out of 0100-5206 Mayor – Council Food and Staples



Memorandum 19-128

TO: Mayor Castner and Homer City Council
FROM: Katie Koester, City Manager
DATE: September 18, 2019
SUBJECT: Third Party Analysis of HAWSP History and Reporting

The purpose of this memo is to authorize the City Manager to solicit accounting expertise to provide the following regarding the Homer Accelerated Water and Sewer Program (HAWSP):

- Provide a financial analysis of the history of the fund including how the fund developed a negative balance
- Examine how the City of Homer annual audit accounts for the HAWSP
- Explain how the audit reflects, or does not, governmental accounting standards
- Recommend changes to how the fund is accounted for that will bring transparency to the reporting of the fund in the annual audit and/or the annual budget document
- Make yourself available for one hour of consultation time with each City Council member for specific questions
- In a work session, walk the Homer City Council through how sales tax revenue, assessment revenue and bond debt is tracked in the annual audit, in addition to any other findings of the analysis

Qualifications: Registered CPA with experience in governmental accounting and fund accounting

Draft Schedule (subject to change depending on schedule and workload of successful applicant):

September 23: Council approves memo authorizing expenditure

Staff develops bid and scope of work based on authorizing memo

September 30-October 7: advertise on City of Homer website in addition to soliciting a minimum of 3 bids from qualified applicants with no prior business activity with the City of Homer in the last 5 years

Staff reviews bids and drafts memo to accompany bid award selecting successful applicant

October 14: Council awards bid

October 15-November 15: Selected recipient studies HAWSP financial history and audit. Possible site visit necessary. Meetings with individual members scheduled during this window.

November 25: Worksession scheduled to present findings/ report on HAWSP to City Council

Fiscal Note: Not to exceed \$10,000 plus travel

100-0100-521 Mayor-Council Audit Services 50%

200-0400-5211 Water Audit Services 25%

200-0500-5211 Sewer Audit Services 25%



City of Homer

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Memorandum 19-129

TO: MAYOR CASTNER AND CITY COUNCIL

FROM: MELISSA JACOBSEN, MMC, CITY CLERK

DATE: SEPTEMBER 17, 2019

SUBJECT: ECONOMIC DEVELOPMENT ADVISORY COMMISSION COUNCIL APPOINTMENT

Councilmember Smith has submitted his resignation as the Councilmember appointed to Economic Development Advisory Commission (EDAC) to serve as a consulting member.

The EDAC was established as a full Commission via Ordinance 93-15(S)(A). Since that time the Commission was inactivated in 2000 and reactivated in 2006.

The establishing ordinance identified that the Mayor, City Manager, and one Councilmember shall serve as consulting members, as seen in HCC 2.76.010(c). It is the only Commission that includes the Councilmember requirement.

If a Councilmember is interested in serving as the appointed consulting member to the EDAC, they may submit an application for appointment to the City Clerk. If Councilmembers are not interested in being required to serve in that capacity, an ordinance can be introduced to amend City Code to remove that requirement.

Recommendation: Informational only