



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

City of Homer Agenda

Port & Harbor Advisory Commission Regular Meeting
Wednesday, June 22, 2022 at 6:00 PM
Cowles Council Chambers In-Person & Zoom Webinar
Webinar ID: 954 2610 1220 Password: 556404

Dial: 346-248-7799 or 669-900-6833; (Toll Free) 888-788-0099 or 877-853-5247

CALL TO ORDER, 6:00 P.M.

AGENDA APPROVAL

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

RECONSIDERATION

APPROVAL OF MINUTES

A. May 25, 2022 Regular Meeting Minutes **Page 3**

VISITORS / PRESENTATIONS

STAFF & COUNCIL REPORT / COMMITTEE REPORTS

A. Port & Harbor Staff Report for June 2022 **Page 10**

B. Port & Harbor YTD Budget/Financial Report **Page 13**

C. Homer Marine Trades Association Report **Page 27**

PUBLIC HEARING

PENDING BUSINESS

A. Homer Spit Comprehensive Plan Review & Discussion **Page 29**

NEW BUSINESS

A. Memorandum from Port Director/Harbormaster re: Lease Application from CGI LLC
Transfer of Shogun Restaurant Lease **Page 31**

i. Letter from Y&C LLC **Page 33**

ii. CGI LLC Lease Application Proposal **Page 34**

iii. City Manager Checklist and Recommendation (**laydown**)

iv. Draft Resolution 22-0xx

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v. Draft Lease

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INFORMATIONAL MATERIALS

[A.](#) Port & Harbor Monthly Stats for May 2022

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[B.](#) Water/Sewer Bills Report for May 2022

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COMMENTS OF THE AUDIENCE (3 minute time limit)

COMMENTS OF THE CITY STAFF

COMMENTS OF THE COMMISSION

ADJOURNMENT

Next Regular Meeting is **WEDNESDAY, JULY 27, 2022 at 6:00 P.M.** All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

Session 22-05, a Regular Meeting of the Port and Harbor Advisory Commission was called to order by Chair Crisi Matthews at 6:00 p.m. on May 25, 2022 in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

PRESENT: COMMISSIONERS ZEISET, MATTHEWS, SIEKANIEC, SHAVELSON, ULMER, FRIEND, PITZMAN

CONSULTING

MEMBER: MAYOR CASTNER

ABSENT: STUDENT REPRESENTATIVE STONOROV

STAFF: PORT & HARBOR DIRECTOR/HARBORMASTER HAWKINS
DEPUTY CITY CLERK TUSSEY

AGENDA APPROVAL

ULMER/ZEISET MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

APPROVAL OF MINUTES

A. April 27, 2022 Regular Meeting Minutes

ULMER/ZEISET MOVED TO APPROVE THE APRIL 27TH REGULAR MEETING MINUTES.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

VISITORS/PRESENTATIONS

STAFF & COUNCIL REPORT/COMMITTEE REPORTS

A. Port & Harbor YTD Budget/Financial Report

Port and Harbor Director Hawkins responded to questions and comments from the commission on the Port Fleet Reserve report and the Port and Harbor Enterprise Fund financial report.

B. Port & Harbor Staff Report for May 2022

Port and Harbor Director Hawkins summarized his written report, highlighting key meetings, notable events, and projects.

- C. Homer Marine Trades Association Report
 - i. HMTA Meeting Minutes dated April 26, 2022
 - ii. MTA Meeting Minutes dated May 24, 2022

Commissioner Zeiset reported on the HMTA grill event at the high school, scholarships awarded and monies received for scholarship reimbursements, and middle and high school student participation in the marine trade classes. There was a setback in plans for establishing marine trade programs through the college after the University of Alaska was not allocated State funding to continue funding a key position to those efforts. Mr. Zeiset noted how members in the HMTA was reporting how busy everyone is and the lack of help.

PUBLIC HEARING

PENDING BUSINESS

NEW BUSINESS

- A. Workforce Housing on the Spit
 - i. HCC 21.28 & 21.30 Excerpts Permitted/Conditional Uses & Structures in MI & MC
 - ii. Commissioner Shavelson Memo Re: Worker Housing on the Homer Spit

Chair Matthews introduced the item by reading the title and deferred to Commissioner Shavelson.

Commissioner Shavelson recapped the statements made by Copper River Seafoods staff being unable to build worker housing when they were looking to amend their lease and improvement plan. He was unsure of why that was and explained his research into the City's base lease agreement and Homer City Code on permitted uses within Marine Industrial and Marine Commercial zoning districts, provided in writing in the supplemental packet.

In response to questions, Port and Harbor Director Hawkins reiterated that Copper River's lease amendment allowed them to bring in three modular units, one of which was to house two employees, offer shower/laundry facilities, and an office space. He reported that Copper River has not yet solidified their timeline and are still debating this project. It did not appear that housing was the issue with this project moving forward, and the proposal they provided was approved by the City.

There was discussion on the overall issue of including workforce housing within the marine zoning districts without them being subject to conditional use permitting. Commissioners voiced their concerns that the code verbiage is currently not friendly towards marine businesses, such as the fish processors, who wish to provide seasonal/temporary housing for their workers.

Commissioner Shavelson put forth a recommendation that if they wanted to encourage employee housing on the Spit would be to get rid of the 50% area and 30 consecutive-day provisions, and allow freestanding buildings to exist without putting restrictions on the time people have to live there. He suggested limiting it so not anyone could set up a boarding house for any purpose, but as an accessory building to that lease's primary use/business. Discussion ensued on how amending the code will overlap with privately-held land so considerations would be needed, and speculating the reasons for why the code was written the way it was.

Consulting Member Mayor Castner commented that it was 2022, things have changed out on the Spit, and the commission should ask for what they want. He suggested they come up with the language they

would like to see; City Council has been discussing the topic of housing so they should not feel restricted to any set box.

Chair Matthews inquired with Mr. Hawkins if these housing code amendments would have any Terminal Tariff policy effects/changes to allowing live-aboards or Airbnbs on vessels in the harbor, or renting vessel space out (i.e. subleasing stalls). Commissioner Friend added the question on if there was an impact on infrastructure and if there are any restrictions or utility limitations. Mr. Hawkins explained the reasons for why the Homer Terminal Tariff is written the way it is to prevent problematic live-aboard situations, derelict vessels, private businesses operating in public thoroughfares, and the lack of infrastructure on the float system for permanent residents. He noted it will be an interesting conversation with the Planning Commission to work out these code amendments.

SHAVELSON/SIEKANIEC MOVED TO RECOMMEND TO THE PLANNING COMMISSION THEY UPDATE HOMER CITY CODE TO EXPAND WORKER HOUSING OPPORTUNITIES UNDER THE MARINE INDUSTRIAL AND MARINE COMMERCIAL DISTRICTS ON THE HOMER SPIT.

Commissioner Siekaniec opined it is important to make sure it be an accessory permit to an authorized use, but that basically be the only restriction. Commissioner Shavelson responded his intent was to keep the motion broad as there are many issues around the housing issue, and would leave it up to the Planning Commission to have that discussion.

Chair Matthews commented on Mayor Castner's roundtable meeting with all the chairs from the board and commissions. There was a great consensus from everyone there to see housing be explored, look at the code to make the changes necessary to make Homer friendly to all walks of life, ensure our commerce is in place and supported, and it's going to come from housing and job stability.

Mayor Castner commented the need for worker housing, not more guest housing out on the Spit.

Deputy City Clerk Tussey confirmed with the commission they did not need clarifying information from past meeting minutes in regards to the Copper River Seafood lease amendment questions. She noted the lack of year-round potable water in the harbor is another utility limitation. Commissioner Friend corrected staff that his infrastructure question pertained to land structures, not the float system. Mr. Hawkins noted that there was established utility infrastructure for any buildings on land.

At Commissioner Ulmer's request, Commissioner Shavelson clarified his motion.

VOTE: YES: ULMER, ZEISET, FRIEND, SIEKANIEC, MATTHEWS, PITZMAN, SHAVELSON

Motion carried.

Chair Matthews pointed out how housing is a recognized goal in the Economic Development Advisory Commission's strategic plan and goals, and is provided in their supplemental packet.

- B. South Central Radar Lease Amendment Request for Additional Parking
 - i. South Central Radar Email – Lease Amendment Proposal for Additional Parking
 - ii. Map of City & ADOT&PF Right-of-Ways & Boundaries
 - iii. Plat Map
 - iv. DRAFT 1st Amendment to Lease Agreement

Chair Matthews introduced the item by reading the title.

Commissioner Zeiset declared a conflict of interest and recused himself from the dais. Chair Matthews verified with the commission that there was no opposition to allowing Mr. Zeiset be available to answer any questions on the amendment proposal.

Port and Harbor Director Hawkins facilitated discussion and responded to questions from the commission on the following:

- Clarifying that the rent amount is calculated based on square footage and the fair market value, and increases from additionally-used space, the 5-year appraisal, and annual Consumer Price Index (CPI) amount.
- Other leases with similar arrangements to utilize the extra space outside of the lot boundaries; this area is usable City space and is not in the State Right-of-Way.
- Who will be conducting the labor of installing the new parking boundaries and sign installations; will be a collaborative effort between the lessee and Harbor Staff.
- What the new parking layout will look like for both the outer public parking area and South Central Radar's expanded parking area.

SHAVELSON/SIEKANIEC MOVED TO SUPPORT THE APPROVAL OF THE SOUTH CENTRAL RADAR'S PROPOSED LEASE AMENDMENT TO EXPAND THE PARKING LOT AND RECOMMEND ADOPTION TO CITY COUNCIL.

There was no further discussion.

VOTE: YES: FRIEND, SHAVELSON, PITZMAN, ULMER, SIEKANIEC, MATTHEWS
ABSTAIN: ZEISET

Motion carried.

Commissioner Zeiset returned to the dais.

- C. Homer Spit Comprehensive Plan Review & Discussion
- i. Spit Comp Plan Overview 2022 Calendar
 - ii. City Planner Staff Report 22-34, Comprehensive Plan & Attachments
 - iii. City Planner Supplement Memo to SR 22-34: Trails & Sidewalks in Code

Chair Matthews introduced the item by reading the title. She spoke to her proposal for having the PHC be involved with rewriting the Spit Comprehensive Plan and promoting their recommendations to City staff, City Council, and the Planning Commission over the next year. She explained the resources and information gathered from City Planner Abboud and the meeting/implementation calendar she prepared for the commission. She opened the floor for discussion.

The commission discussed the following initial thoughts and recommendations on the Spit Comprehensive Plan:

- Calling out the "blue economy" or "blue zone": anything having to do with businesses on the ocean; that way it includes not just fishing but also things like seaweed farming. Goal is to allow areas for fishing, tourism, and other marine related developments beyond just fishing and transportation.

- Recognizing the Homer Spit as a commerce lifeline for the community and keeping that snapshot/goal in mind as they're working through the plan rewrite; have some ideas of the things that are more important since this document is to be used as a driver for future funding.
- The harbor expansion and what that's going to do to change the harbor as a whole; will impact how the uplands will be developed and the open space within the small boat harbor once the larger vessels and USCG boats relocate to the new harbor system. They should take time to envision what that expansion is going to look like to help with long term planning.
- Importance of making sure the future planning takes parking and infrastructure into account.

Chair Matthews requested commissioners do some homework and submit their ideal wish list from their respective professional fields to Port and Harbor Director Hawkins by June 10th in time for the June meeting packet deadline.

At Commissioner Shavelson's request for direction on how far their wish lists are looking forward to, Chair Matthews clarified a component of the plan is for 30 years so the infrastructure needed for that 20-30 year vision needs to be in place by then.

Chair Matthews spoke to City Planner Abboud's Staff Report 22-34 Supplemental Memo regarding the Homer Comprehensive Plan, and planning for trails and sidewalk in Homer City Code. She noted how Planning's comments on smaller motorized transportation correlates with the PHC's past conversations on personal watercraft transportation.

INFORMATIONAL MATERIALS

- A. 2015-2016 Harbor Rate Study Info Packet
- B. Port & Harbor Monthly Stats for April 2022
- C. Water/Sewer Bills Report for April 2022
- D. Ice & Crane YTD Report
- E. Dock Activity YTD Report
- F. PHC 2022 Meeting Calendar
- G. Economic Development Advisory Commission 2021-2022 Strategic Plan & Goals

Chair Matthews spoke to the informational materials provided and facilitated discussion. She would like to work with Mr. Hawkins in preparing a harbor rate comparison spreadsheet (for both land and harbor parking) for the next meeting. The commission voiced their support and excitement to see that comparison information.

In response to Chair Matthews' questions on utilizing cranes for commercial cargo offloads, Mr. Hawkins explained the study they conducted on using Homer's Port and how there was a lack of interest on the freight forwarders' side; they prefer to continue using the Port of Anchorage. There was brief discussion on this possibly being a topic to address again in the future as shipping needs and options change.

Commissioner Siekaniec confirmed he would be available to give the PHC report at the next City Council meeting.

COMMENTS OF THE AUDIENCE

Carl Nostrand, non-resident, introduced himself and gave a presentation on polar vessels, their potential value to having one moored out of Homer, and his proposal for building one locally on the Concrete Pad. Chair Matthews confirmed with Mr. Hawkins that Mr. Nostrand could reach out to Port and Harbor staff to set up a meeting and discuss options and availability of the harbor uplands for such a project. Commissioner Shavelson thanked Mr. Nostrand for attending, and commented on wanting to see more boat building in Homer; it's something to think about as they're working through this Spit Comprehensive Plan rewrite.

COMMENTS OF THE COMMISSION

Chair Matthews reported on the State of Alaska approving the matching funds for the Harbor Expansion Project study.

Commissioner Shavelson shared his observations on the City lease document and potentially having the City Attorney incorporate stipulated penalties into the agreements to help address some of these defaults or inaction by a date certain. He voiced his appreciation for Chair Matthews and how she runs the meetings, and thanked Deputy City Clerk Tussey, Mayor Castner, and all the commissioners for the time they put in for these meetings.

Commissioner Ulmer noted she had no comments and thanked the commission.

Commissioner Friend echoed Commissioner Shavelson's comments about having a well-organized packet and the information presented. He thanked Deputy City Clerk Tussey and everyone's efforts for the materials; he thinks it makes them more prepared and as a new member there's a lot for him to get up to speed on.

Commissioner Pitzman voiced his appreciation for everybody's work preparing the commission for their work, and just wished he had more time. He commented on earlier points made about sharing the space out on the Spit and how they share a shipyard with a campground and a performing arts center; maybe they can reimagine that whole space such as having a boat building barn in the winter and it be a performing arts center in the summer.

Commissioner Siekaniec commented he loves the big dreaming and is looking forward to going over this plan and thinking out different uses of the Spit and Harbor. He thanked everyone and City Staff.

Commissioner Zeiset thanked everyone for their work and commented they now have some homework to do.

Consulting Member Mayor Castner commented on his economic reasons for taking the time to do this work. He spoke to the purpose of the roundtable meeting he had with all the board and commission chairs and his appreciation for all the knowledge these bodies bring. The City needs their input so he hopes they stick with it and is really confident they will do great things.

COMMENTS OF THE CITY STAFF

Deputy City Clerk Tussey shared an update from Student Representative Stonorov that she will be absent for the summer meetings.

Port and Harbor Director Hawkins thanked everyone for their time and great dialogue. He recapped the topics they discussed, items to bring to the next meeting, and reminded commissioners that they are always welcome to reach out to him with questions. Mayor Castner added the concept of a parking garage being incorporated into the tsunami refuge point feature for the new harbor expansion.

Chair Matthews thanked everyone for being there, Harbor and Clerk staff for their work, and Mayor Castner for encouraging the commission. She commented on how they are there to not necessarily shake the boat but to study it and keep it going forward. She's excited for all the work they have coming up and reminded the commissioners of their Spit Comprehensive Plan homework for the month.

ADJOURNMENT

There being no further business to come before the Commission, Chair Matthews adjourned the meeting at 7:57 p.m. The next regular meeting is scheduled for Wednesday, June 22, 2022 at 6:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

RACHEL TUSSEY, CMC, DEPUTY CITY CLERK II

Approved: _____



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JUNE 2022 PORT & HARBOR STAFF REPORT

1. Administration

Staff met with:

- City Manager Rob Dumouchel and other Dept. Head staff- Re: leadership team/dept. head meetings
- Elizabeth Walton, Finance Director- Re Port accounts and upcoming monthly finance report review
- USCG Rear Admiral Moore, Mayor Castner, City Manager Rob Dumouchel and staff- Re Hickory Change of Command
- Various interview candidates- Re interviews for the open port maintenance position
- Members of the Public- Re Blessing of the Fleet
- Michael Gatti, JDO Law(teleconference) - Re Contract drafting for Bellingham Marine Float endcap replacement
- Les Gara- Re Harbor Tour
- KTUU-TV staff- Re local news segment on the Homer Spit
- Jan Keiser, Public Works Director (teleconference)- Re contracted engineering firms and task orders for Float Replacement assessment work, engineered drawings/construction of the new fish grinder building, and assistance with development of the quality assurance plan and Best management practices for the new version of the DEC outfall line permit
- Crisi Matthews, PHC Chair- Re: discussion and setting of the agenda for the next meeting

2. Operations

The months of May and June have brought peak demand on the port & harbor facility with all sectors of our customer base mobilizing for the summer season. Small boat harbor occupancy exceeded 900 vessels during the first week of June. Transient moorage areas supporting the commercial fleet required daily consolidation of like-class vessel rafts in order to meet moorage demand. Harbor operations staff focused efforts on hotberth moorage assignments, assigning vessels to unoccupied reserved stalls in an effort to mitigate congestion in the transient areas. The Deep Water Dock was frequently utilized to facilitate overflow traffic and activity normally conducted at the fish dock. Parking enforcement placed emphasis in monitoring short-term parking, harbor ramp access loading zones, and overflow lots for double-parking SNAFUs involving access and egress.

The following vessels conducted landing at the Deep Water Dock and Pioneer Docks: Tiglax, Ann T Cheramie & Barge Petro Alaskan, Bob Franco, Tug Millie & Barge Innoko, Kennicott, Bill Foebel & Edward Itta, Camai, Courtney Noral, Susitna, Alaska Legacy, Tempo Sea, Perseverance and Endeavor.

HEA & Clark Construction completed its underground power line replacement project on May 24th. The affected areas along the harbor walking trail have been re-surfaced with new asphalt.

East Road Construction completed the installation of a drywell storm water drain at the ramp 3 parking lot on May 20th.

Harbor assistants Dillon Welty and Maria Hoffman commenced employment in May & June.

Several employees from port administration, operations, and parking enforcement participated in a de-escalation training conducted by HPD on June 10th.

The following notable events occurred over the month:

- On 5/18, operations and maintenance staff deployed the No Wake Buoy at the harbor entrance and moored the ECO Barge sewage pump-out on L transient.
- On 5/19, operations staff responded to, contained, and cleaned an unattributed three gallon diesel fuel spill in the vicinity of ramp 2.
- On 5/21, NPFA conducted the Blessing of the Fleet at the Sea Farer's Memorial.
- On 5/21, harbor officers responded to a vessel collision involving two 40' class charter vessels.
- On 5/22, harbor officers responded to an EMS in the vicinity of the Pioneer Dock.
- On 5/24, HEA conducted a planned power outage on the port & harbor facility in support of the new power transmission lines recently installed.
- On 5/30, a small brush fire was reported in the vicinity of the fishing lagoon. While responding a harbor officer noted an intoxicated male inside a pick-up truck that had been driven over the armor rock embankment on Outer Dock Road. HPD was notified and responded.
- On 6/1, operations responded to and cleaned an unattributed 10 gallon diesel fuel spill in the vicinity of ramp 3.
- On 6/1, the tsunami warning sirens broadcasted an evacuation alert at 9:00 am. The tsunami warning was later determined to be a false alarm.
- On 6/2, a harbor officer implemented emergency dewatering pumps aboard a 30' set net skiff flooding in the harbor.
- On 6/2, a harbor user reported the theft of an 8' inflatable raft from his vessel.
- On 6/3, the deputy harbormaster provided tug assistance supporting the maneuvering of four, 100' class crabber tenders inside the small boat harbor.
- On 6/3, operations and maintenance staff responded to an EMS call aboard a 100' fishing tender. A stokes litter basket was used to safely remove the patient from the vessel and facilitate transportation to the emergency medical loading zone.
- On 6/4, a harbor officer implemented emergency dewatering pumps aboard a 28' flooding recreational vessel.
- On 6/7, operations and maintenance staff responded and assisted in cleaning a 40 gallon diesel fuel spill originating from a 100' commercial fishing vessel.

- On 6/8, a harbor officer implemented emergency dewatering pumps aboard a 30' recreational vessel flooding at its moorings.
- On 6/9, a harbor officer responded to a vessel accident involving a water taxi and fishing charter vessel.
- On 6/10, harbor officers responded to a hit and run collision at the L&L ramp involving two recreational vessels.
- On 6/11, a graveyard shift harbor officer implemented emergency dewatering pumps aboard a 24' recreational vessel flooding at its moorings.
- On 6/13, the harbormaster's office took possession of two kayaks recovered adrift and unoccupied in the vicinity of the Homer Spit.

3. Ice Plant

The Fish Dock has been congested as Tenders and Research vessels loaded gear and provisions. Fishermen have landed 35% of the 3A Halibut and 36% of the Central Gulf Sablefish Quotas. Kachemak Bay Set Netters have also started their seasons. In addition to normal duties, Ice Plant personnel have:

- 505 tons of Ice delivered so far.
- 785 Crane hours so far.
- Condenser maintenance (and cleaning the condenser pump screen multiple times)
- Made emergency repairs to the Ice Bin Door when the lift cable came off drum.
- Weekly removal of hard ice buildup from rake and evaporators to maintain efficient operation.
- Replaced winch controller on crane 5.
- Passed our annual crane inspection.
- Installed new wire on crane 5.
- Replaced the anti-siphon check-valves on the wintertime waterlines as per FDA requirements
- Rebuilt water pump on ice machine #3
- Daily dock clean up.

4. Port Maintenance

From mid-May to mid-June, Port Maintenance has been busy normal maintenance activities as well as the following:

- Prep and launch of the ECO barge
- Program and install bird deterrents on the Deep Water Dock
- Assisted Operations with EMS call
- Processed materials from a fuel spill
- Repaired/replaces rub-boards in stalls
- Met with water/sewer about a meter on the Deep Water Dock
- Aaron Glidden attended at board meeting of the PCC
- Walt Swearingen was hired as our seasonal Maintenance Tech, welcome back!

FUND 400 - PORT & HARBOR ENTERPRISE FUND
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE

A/C Num.	Revenue Categories & Descriptions	FY20	FY21	FY22 YTD ACTUAL		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21			7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
0600	HARBOR ADMINISTRATION						
4515	Ferry Lease	18,000	9,000	18,000	100.0%	18,000	18,000
4650	Rents & Leases	463,319	211,259	406,570	88.4%	460,000	460,000
	Operating Revenue - Admin	481,319	220,259	424,570	88.8%	478,000	478,000
4527	PERS Revenue	90,217	-	-	0.0%	-	-
4634	Port Storage Fee	99,125	50,537	101,487	111.4%	91,076	92,002
4635	Port Impound Fee	-	-	-	0.0%	-	-
4705	Business Licenses	45	10	10	31.6%	32	34
4801	Interest On Investments	37,796	(3,078)	(55,039)	-234.6%	23,461	24,531
4901	Surplus Property	-	8,767	26,078	777.4%	3,355	8,014
4902	Other Revenue	-	573	-	0.0%	986	883
	Non-Operating Revenue - Admin	227,184	56,809	72,536	61.0%	118,909	125,464
0601	HARBOR						
4245	Waste Oil Disp	1,139	503	603	46.4%	1,301	1,564
4249	Oil Spill Recovery	109	-	(100)	-64.5%	155	296
4318	Parking Revenue	115,747	80,508	139,894	139.3%	100,418	117,134
4319	Electrical Supplies	2,726	1,554	2,255	109.8%	2,053	2,298
4624	Berth Transient Monthly	587,406	296,811	543,040	89.6%	606,202	625,600
4625	Berth Reserved	1,443,635	752,979	1,552,884	101.0%	1,537,910	1,587,123
4626	Berth Transient Annual	271,277	113,854	292,467	104.5%	279,956	288,914
4627	Berth Transient Semi Annual	127,456	88,268	123,151	93.6%	131,533	135,742
4628	Berth Transient Daily	126,018	74,230	114,503	88.0%	130,049	134,210
4629	Metered Energy	101,891	79,370	182,432	212.1%	86,007	91,546
4644	Pumping	222	-	-	0.0%	237	339
4645	Wooden Grid	4,773	3,959	3,646	61.6%	5,921	6,185
4646	Commerical Ramp	60,233	35,441	48,481	80.8%	60,000	60,000
4647	Berth Wait List	13,309	12,012	14,866	122.9%	12,097	12,055
4648	Steel Grid Fees	8,302	6,512	5,288	57.3%	9,232	9,121
4663	Trans Energy 110v	39,723	14,468	41,941	99.7%	42,063	44,355
4664	Trans Energy 220v	20,310	6,011	11,722	37.5%	31,268	28,194
4665	Trans Energy 208v	196,756	105,604	194,649	132.3%	147,173	153,840
4666	Commerical Ramp Wharfage	44,483	15,310	34,233	82.2%	41,651	44,666
	Operating Revenue - Harbor	3,165,514	1,687,393	3,305,955	102.5%	3,225,225	3,343,182
4802	Penalty/Int	6,265	2,263	5,681	39.8%	14,279	13,598
4902	Other Revenue	70,073	36,259	67,115	92.5%	72,596	71,241
	Non-Operating Revenue - Harbor	76,338	38,523	72,797	83.8%	86,875	84,838
0602	PIONEER DOCK						
4631	USCG Leases	37,087	18,808	35,067	96.9%	36,205	36,808
4637	Seafood Wharfage-PD	-	-	-	0.0%	-	-
4638	PD Fuel Wharfage	169,379	75,257	189,022	81.5%	232,023	232,477
4639	Pioneer Dock - Wharfage	-	-	-	0.0%	-	-
4641	PD Water Sales	16,269	5,652	11,018	112.3%	9,816	9,569
4642	PD Docking	47,906	24,626	39,427	75.0%	52,602	52,285
	Operating Revenue - Pioneer Dock	270,641	124,344	274,534	83.0%	330,646	331,140
0603	FISH DOCK						
4620	Ice Sales	224,991	82,463	245,539	95.2%	258,010	266,797
4621	Cold Storage	21,314	21,724	27,398	158.3%	17,306	17,705
4622	Crane Rental	162,314	88,510	169,039	86.9%	194,544	197,594
4623	Card Access Fees	7,102	3,722	5,260	62.6%	8,398	8,748
4637	Seafood Wharfage	11,890	5,013	16,296	98.9%	16,482	16,795
4700	Other Wharfage Fish Dock	25,812	-	6,694	44.0%	15,206	9,843
	Operating Revenue - Fish Dock	453,422	201,431	470,226	92.2%	509,946	517,482

FUND 400 - PORT & HARBOR ENTERPRISE FUND
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE

A/C Num.	Revenue Categories & Descriptions	FY20	FY21	FY22 YTD ACTUAL		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21			7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
4206	Fish Tax	71,970	0	66,865	120.9%	55,296	54,760
	0604 DEEP WATER DOCK						
4633	Stevedoring	6,245	2,794	8,149	66.7%	12,225	14,080
4637	Seafood Wharfage	-	-	-	0.0%	419	558
4640	Deep Water Dock Wharfage	116,271	18,675	-	0.0%	33,245	37,314
4643	Deep Water Dock Docking	96,863	63,859	106,959	111.4%	96,000	100,000
4668	Dwd Water Sales	20,547	15,454	30,832	154.2%	20,000	25,000
4672	Port Security Revenues	-	-	-	0.0%	-	-
	Operating Revenue - DW Dock	239,926	100,782	145,940	90.1%	161,889	176,953
	0605 OUTFALL LINE						
4704	Outfall Line	7,200	2,400	4,800	100.0%	4,800	4,800
	0606 FISH GRINDER						
4706	Fish Grinder	6,360	1,040	7,018	97.6%	7,191	7,998
	0615 LOAD AND LAUNCH RAMP						
4653	L & L Ramp Revenue	128,259	74,855	104,853	82.9%	126,483	126,663
	Operating Revenue - L & L Ramp	128,259	74,855	104,853	82.9%	126,483	126,663
	Total Revenues	5,128,133	2,507,836	4,950,093	97%	5,105,259	5,251,279
	Net Surplus (Deficit)	768,733	521,089	1,934,066		0	0

**FUND 400 - PORT & HARBOR ENTERPRISE FUND
COMBINED EXPENDITURES**

A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	1,170,091	538,123	1,036,568	93.5%	1,108,734	1,210,211
5102	Fringe Benefits	277,587	318,951	508,752	74.6%	682,023	737,330
5103	Part-time Wages	59,170	43,425	86,576	63.3%	136,721	146,292
5104	Part-time Benefits	7,953	5,054	9,959	63.3%	15,742	16,844
5105	Overtime	29,013	11,473	28,999	76.8%	37,762	37,766
5107	Part-time Overtime	1,120	142	843	21.7%	3,879	3,879
5108	Unemployment Benefits	13,405	3,465	348	0.0%	-	-
5112	PERS Relief	90,217	-	-	0.0%	-	-
	Total Salaries and Benefits	1,648,557	920,633	1,672,044	84.2%	1,984,860	2,152,322
Maintenance and Operations							
5201	Office Supplies	2,668	1,472	2,173	51.7%	4,200	4,200
5202	Operating Supplies	17,131	8,783	14,939	57.5%	26,000	26,000
5203	Fuel and Lube	33,044	21,026	32,832	93.0%	35,300	36,300
5204	Chemicals	2,983	6,060	6,410	106.8%	6,000	6,000
5207	Vehicle and Boat Maintenance	27,030	(1,710)	18,405	73.6%	25,000	25,000
5208	Equipment Maintenance	51,852	20,729	30,122	47.8%	63,000	63,000
5209	Building & Grounds Maintenance	30,380	14,304	20,124	32.5%	62,000	62,000
5210	Professional Services	15,560	15,245	11,433	65.3%	17,500	17,500
5211	Audit Services	22,668	5,450	25,729	70.1%	36,686	38,520
5213	Survey and Appraisal	4,850	-	-	0.0%	33,000	12,500
5214	Rents & Leases	6,570	1,375	2,391	34.2%	7,000	7,000
5215	Communications	7,875	3,381	12,629	157.9%	8,000	8,000
5216	Freight and Postage	5,070	68	2,561	46.6%	5,500	5,500
5217	Electricity	607,698	309,842	296,916	50.2%	591,546	650,701
5218	Water	87,092	23,147	62,382	62.6%	99,581	99,581
5219	Sewer	10,612	4,071	11,178	79.7%	14,018	14,018
5220	Refuse and Disposal	49,062	27,326	31,331	49.5%	63,300	63,300
5221	Property Insurance	54,891	30,344	64,722	100.0%	64,722	71,194
5222	Auto Insurance	10,558	5,105	10,007	107.1%	9,341	10,275
5223	Liability Insurance	16,095	29,030	63,433	135.2%	46,918	51,610
5227	Advertising	3,833	432	5,731	81.9%	7,000	7,000
5228	Books and Subscriptions	-	-	26	0.0%	-	-
5231	Tools and Equipment	10,876	5,595	7,365	46.9%	15,700	15,700
5235	Membership Dues	4,089	3,710	5,093	72.8%	7,000	7,000
5236	Transportation	3,888	-	5,016	54.5%	9,200	9,200
5237	Subsistence	2,485	285	5,578	95.6%	5,837	5,837
5238	Printing and Binding	1,342	178	-	0.0%	3,500	3,500
5248	Lobbying	-	10,500	19,250	87.5%	22,000	22,000
5249	Oil Spill Response	1,338	-	990	99.0%	1,000	1,000
5250	Camera Area Network	1,651	214	8,584	47.7%	18,000	18,000
5252	Credit Card Expenses	81,339	24,727	82,701	92.9%	89,000	89,000
5256	Waste Oil Disposal	36,526	17,976	12,244	27.2%	45,000	45,000
5258	Float and Ramp Repairs	17,421	5,661	8,329	33.3%	25,000	25,000
5287	Electrical Supplies	2,937	914	2,326	110.8%	2,100	2,100
5601	Uniform	6,714	3,198	6,371	67.1%	9,500	9,500
5602	Safety Equipment	7,278	1,552	4,843	32.3%	15,000	15,000
5603	Employee Training	1,235	100	7,868	87.4%	9,000	9,000
5606	Bad Debt Expenses	9,709	40,151	13,755	45.8%	30,000	30,000
5608	Debt Payment-Interest	111,830	66,650	11,700	0.0%	-	-
5627	Port Security	1,000	-	-	0.0%	2,500	2,500
5635	Software	-	-	-	0.0%	4,000	4,000
5637	Diving Services	10,269	-	4,350	51.2%	8,500	8,500
5638	Signage Parking Delineation	12,781	14,897	6,263	40.4%	15,500	15,500
	Total Maint. and Operations	1,392,232	721,788	938,100	60.0%	1,562,949	1,616,536
C/O and Transfers							
5106	Leave Cash Out	31,457	20,620	66,243	100.0%	66,243	62,025
5241	GF Admin Fees	579,038	-	-	0.0%	-	-
5990	Transfers To	708,116	323,705	335,718	22.5%	1,491,207	1,420,397
	Total Others	1,318,611	344,325	405,882	26.1%	1,557,450	1,482,422
	Total	4,359,400	1,986,747	3,016,027	59.1%	5,105,259	5,251,279

City of Homer
FY22/23 Operating Budget

FUND 400 - PORT & HARBOR ENTERPRISE FUND							
DEPT 0600 - ADMINISTRATION							
A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	228,856	99,009	174,881	90.1%	194,039	212,698
5102	Fringe Benefits	50,795	61,284	83,250	69.2%	120,321	130,203
5103	Part-time Wages	-	-	-	0.0%	2,661	2,848
5104	Part-time Benefits	-	-	-	0.0%	306	328
5105	Overtime	2,277	555	(736)	-12.6%	5,845	5,845
5107	Part-time Overtime	-	-	-	0.0%	-	-
5108	Unemployment Benefits	-	-	-	0.0%	-	-
5112	PERS Relief	17,483	-	-	0.0%	-	-
	Total Salaries and Benefits	299,410	160,847	257,395	79.6%	323,173	351,921
Maintenance and Operations							
5201	Office Supplies	1,442	774	1,278	51.1%	2,500	2,500
5202	Operating Supplies	2,026	767	2,720	108.8%	2,500	2,500
5209	Building & Grounds Maintenance	4,458	1,813	4,753	95.1%	5,000	5,000
5210	Professional Services	2,071	4,687	2,548	84.9%	3,000	3,000
5211	Audit Services	22,668	5,450	25,729	70.1%	36,686	38,520
5213	Survey and Appraisal	4,850	-	-	0.0%	33,000	12,500
5214	Rents & Leases	6,570	1,375	2,391	34.2%	7,000	7,000
5215	Communications	7,875	3,381	12,629	157.9%	8,000	8,000
5216	Freight and Postage	5,070	68	2,561	46.6%	5,500	5,500
5221	Property Insurance	54,891	30,344	64,722	100.0%	64,722	71,194
5222	Auto Insurance	10,558	5,105	10,007	107.1%	9,341	10,275
5223	Liability Insurance	16,095	29,030	63,433	135.2%	46,918	51,610
5227	Advertising	3,833	432	5,585	93.1%	6,000	6,000
5228	Books and Subscriptions	-	-	26	0.0%	-	-
5231	Tools and Equipment	550	518	-	0.0%	1,500	1,500
5235	Membership Dues	1,504	1,730	2,703	77.2%	3,500	3,500
5236	Electrical Supplies	2,902	-	2,125	47.2%	4,500	4,500
5237	Subsistence	2,217	285	4,362	124.6%	3,500	3,500
5238	Printing and Binding	713	-	-	0.0%	3,000	3,000
5248	Lobbying	-	10,500	19,250	87.5%	22,000	22,000
5252	Credit Card Expenses	76,472	24,001	78,473	92.3%	85,000	85,000
5603	Employee Training	50	-	100	10.0%	1,000	1,000
5606	Bad Debt Expenses	9,709	40,151	13,755	45.8%	30,000	30,000
5608	Debt Payment-Interest	111,830	66,650	11,700	0.0%	-	-
5635	Software	-	-	-	0.0%	4,000	4,000
	Total Maintenance and Operations	348,354	227,061	330,850	85.2%	388,167	381,599
Capital Outlay and Transfers							
	<i>Transfer to Reserves</i>	286,611	-	-	0.0%	1,086,204	1,023,675
	<i>Transfer to Reserves for Energy Project Repay</i>	-	-	-	0.0%	-	-
	<i>Transfer to Revolving Energy Fund</i>	4,303	1,341	1,341	100.0%	1,341	-
	<i>Transfer to Bond Fund</i>	300,000	225,000	300,000	100.0%	300,000	300,000
	<i>Transfer to Health Insurance Fund</i>	147	673	176	100.0%	176	212
5990	Total C/O, Transfers & Reserves	591,061	227,013	301,517	21.7%	1,387,721	1,323,886
Others							
5106	Leave Cash Out	31,457	20,620	66,243	100.0%	66,243	62,025
5241	GF Admin Fees	579,038	-	-	0.0%	-	-
	Total Others	610,495	20,620	66,243	100.0%	66,243	62,025
	Total	1,849,320	635,542	956,004	44.2%	2,165,303	2,119,432

FUND 400 - PORT & HARBOR ENTERPRISE FUND

DEPT 0601 - HARBOR

A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	415,486	192,889	383,963	93.5%	410,849	447,470
5102	Fringe Benefits	98,516	115,214	189,421	75.9%	249,505	269,477
5103	Part-time Wages	36,095	22,487	50,524	60.3%	83,733	89,594
5104	Part-time Benefits	4,525	2,510	5,636	58.5%	9,641	10,316
5105	Overtime	16,502	7,002	17,842	100.4%	17,772	17,772
5107	Part-time Overtime	46	136	281	16.5%	1,700	1,700
5108	Unemployment Benefits	8,486	649	348	0.0%	-	-
5112	PERS Relief	32,178	-	-	0.0%	-	-
	Total Salaries and Benefits	611,834	340,888	648,016	83.8%	773,200	836,328
Maintenance and Operations							
5201	Office Supplies	350	288	93	15.5%	600	600
5202	Operating Supplies	5,810	3,008	6,189	82.5%	7,500	7,500
5203	Fuel and Lube	14,248	10,619	15,465	91.0%	17,000	17,000
5204	Chemicals	2,820	3,528	5,069	169.0%	3,000	3,000
5207	Vehicle and Boat Maintenance	7,386	219	1,661	33.2%	5,000	5,000
5208	Equipment Maintenance	1,501	-	16	1.6%	1,000	1,000
5209	Building & Grounds Maintenance	3,407	1,948	3,474	46.3%	7,500	7,500
5210	Professional Services	1,806	1,240	251	10.0%	2,500	2,500
5217	Electricity	403,925	226,932	183,668	48.7%	376,890	414,579
5218	Water	50,617	11,545	33,372	60.0%	55,624	55,624
5219	Sewer	5,969	2,407	6,882	87.3%	7,880	7,880
5220	Refuse and Disposal	46,699	26,144	29,985	50.0%	60,000	60,000
5227	Advertising	-	-	146	14.6%	1,000	1,000
5231	Tools and Equipment	2,866	709	2,542	127.1%	2,000	2,000
5235	Membership Dues	140	-	535	107.0%	500	500
5236	Transportation	-	-	2,213	82.0%	2,700	2,700
5237	Subsistence	63	-	1,000	74.8%	1,337	1,337
5238	Printing and Binding	629	178	-	0.0%	500	500
5249	Oil Spill Response	1,338	-	990	99.0%	1,000	1,000
5287	Electrical Supplies	2,937	914	2,326	110.8%	2,100	2,100
5601	Uniform	2,959	1,027	1,546	51.5%	3,000	3,000
5602	Safety Equipment	2,147	584	2,282	45.6%	5,000	5,000
5603	Employee Training	300	-	1,991	66.4%	3,000	3,000
5638	Signage Parking Delineation	12,781	14,897	6,263	40.4%	15,500	15,500
	Total Maintenance and Operations	570,698	306,187	307,957	52.9%	582,131	619,820
Capital Outlay and Transfers							
	Transfer to Loan Payment to GF - Prin.	56,359	59,791	-	0.0%	65,364	65,364
	Transfer to Loan Payment to GF - Interest	13,980	10,547	3,922	100.0%	3,922	1,961
5990	Transfers To	-	-	-	0.0%	-	-
	Total C/O, Transfers & Reserves	70,338	70,338	3,922	5.7%	69,285	67,325
	Total	1,252,870	717,413	959,895	67.4%	1,424,617	1,523,473

FUND 400 - PORT & HARBOR ENTERPRISE FUND

DEPT 0602 - PIONEER DOCK

A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	45,053	20,959	41,637	147.7%	28,183	30,629
5102	Fringe Benefits	10,220	12,261	20,157	120.2%	16,765	18,089
5103	Part-time Wages	-	-	101	0.0%	-	-
5104	Part-time Benefits	-	-	14	0.0%	-	-
5105	Overtime	1,602	678	1,711	159.0%	1,077	1,081
5107	Part-time Overtime	-	-	25	0.0%	-	-
5108	Unemployment Benefits	-	-	-	0.0%	-	-
5112	PERS Relief	3,477	-	-	0.0%	-	-
	Total Salaries and Benefits	60,353	33,899	63,645	138.3%	46,025	49,799
Maintenance and Operations							
5202	Office Supplies	669	-	-	0.0%	1,500	1,500
5208	Operating Supplies	-	-	-	0.0%	1,000	1,000
5209	Vehicle and Boat Maintenance	-	-	-	0.0%	2,000	2,000
5210	Tools and Equipment	-	-	3,626	181.3%	2,000	2,000
5217	Membership Dues	18,658	8,609	6,375	30.6%	20,831	22,914
5218	Transportation	10,500	1,938	6,336	104.0%	6,095	6,095
5231	Safety Equipment	569	-	-	0.0%	1,000	1,000
5602	Employee Training	-	-	666	66.6%	1,000	1,000
	Total Maintenance and Operations	30,396	10,547	17,003	48.0%	35,426	37,509
Capital Outlay and Transfers							
5990	Transfers To	-	-	-	0.0%	-	-
	Total C/O, Transfers & Reserves	-	-	-	0.0%	-	-
	Total	90,749	44,446	80,649	99.0%	81,451	87,309

FUND 400 - PORT & HARBOR ENTERPRISE FUND

DEPT 0603 - FISH DOCK

A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	203,183	92,516	185,797	86.4%	215,132	236,125
5102	Fringe Benefits	52,598	57,052	93,913	68.1%	137,834	149,502
5103	Part-time Wages	14,041	9,025	14,173	89.6%	15,823	16,931
5104	Part-time Benefits	2,288	1,221	1,888	103.6%	1,822	1,949
5105	Overtime	2,924	1,448	3,624	47.1%	7,701	7,701
5107	Part-time Overtime	1,059	-	505	23.2%	2,179	2,179
5108	Unemployment Benefits	2,363	2,816	-	0.0%	-	-
5112	PERS Relief	15,422	-	-	0.0%	-	-
	Total Salaries and Benefits	293,877	164,080	299,901	78.8%	380,491	414,387
Maintenance and Operations							
5201	Office Supplies	410	286	754	150.8%	500	500
5202	Operating Supplies	2,929	1,988	2,385	79.5%	3,000	3,000
5203	Fuel and Lube	4,533	580	4,058	135.3%	3,000	3,000
5204	Chemicals	163	2,532	1,341	44.7%	3,000	3,000
5207	Vehicle and Boat Maintenance	133	-	120	0.0%	-	-
5208	Equipment Maintenance	26,021	14,037	15,612	42.2%	37,000	37,000
5209	Building & Grounds Maintenance	12,666	3,456	2,605	20.0%	13,000	13,000
5210	Professional Services	7,467	9,044	1,722	57.4%	3,000	3,000
5217	Electricity	163,945	62,757	97,186	56.4%	172,295	189,524
5218	Water	15,166	4,944	10,383	61.3%	16,926	16,926
5219	Sewer	542	219	403	29.9%	1,347	1,347
5231	Tools and Equipment	1,353	982	2,060	137.3%	1,500	1,500
5235	Membership Dues	360	-	140	0.0%	-	-
5250	Camera Area Network	550	-	-	0.0%	4,000	4,000
5601	Uniform	76	-	707	23.6%	3,000	3,000
5602	Safety Equipment	1,013	12	761	76.1%	1,000	1,000
5603	Employee Training	488	50	712	71.2%	1,000	1,000
	Total Maintenance and Operations	237,813	100,888	140,949	53.5%	263,568	280,797
	Total	531,691	264,968	440,850	68.4%	644,058	695,185

FUND 400 - PORT & HARBOR ENTERPRISE FUND

DEPT 0604 - DEEP WATER DOCK

A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	45,053	20,959	41,637	126.6%	32,896	35,672
5102	Fringe Benefits	10,220	12,261	20,157	104.7%	19,260	20,757
5103	Part-time Wages	-	-	101	0.0%	-	-
5104	Part-time Benefits	-	-	14	0.0%	-	-
5105	Overtime	1,602	678	1,711	135.8%	1,260	1,260
5107	Part-time Overtime	-	-	25	0.0%	-	-
5108	Unemployment Benefits	-	-	-	0.0%	-	-
5112	PERS Relief	3,477	-	-	0.0%	-	-
	Total Salaries and Benefits	60,353	33,899	63,645	119.2%	53,416	57,689
Maintenance and Operations							
5203	Fuel and Lube	-	-	-	0.0%	1,000	1,000
5209	Building & Grounds Maintenance	-	230	3,600	360.0%	1,000	1,000
5210	Professional Services	-	(1,200)	-	0.0%	2,000	2,000
5217	Electricity	9,621	5,910	4,377	43.4%	10,093	11,102
5218	Water	5,733	3,526	7,426	68.0%	10,918	10,918
5219	Sewer	558	384	843	93.9%	898	898
5231	Tools and Equipment	1,122	-	-	0.0%	1,000	1,000
5250	Camera Area Network	-	-	293	7.3%	4,000	4,000
5602	Safety Equipment	-	-	-	0.0%	1,000	1,000
5627	Port Security	1,000	-	-	0.0%	2,500	2,500
	Total Maintenance and Operations	18,034	8,849	16,539	48.1%	34,409	35,418
	Total	78,387	42,749	80,185	91.3%	87,824	93,107

FUND 400 - PORT & HARBOR ENTERPRISE FUND

DEPT 0605 - OUTFALL LINE

A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD ACTUAL		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21			7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	-	-	-	0.0%	-	-
5102	Fringe Benefits	-	-	-	0.0%	-	-
5103	Part-time Wages	-	-	-	0.0%	-	-
5104	Part-time Benefits	-	-	-	0.0%	-	-
5105	Overtime	-	-	-	0.0%	-	-
5107	Part-time Overtime	-	-	-	0.0%	-	-
5108	Unemployment Benefits	-	-	-	0.0%	-	-
5112	PERS Relief	-	-	-	0.0%	-	-
	Total Salaries and Benefits	-	-	-	0.0%	-	-
Maintenance and Operations							
5209	Building & Grounds Maintenance	-	-	-	0.0%	3,000	3,000
5231	Tools and Minor Equipment	-	-	55	0.0%	-	-
5637	Diving Services	6,519	-	4,350	124.3%	3,500	3,500
	Total Maintenance and Operations	6,519	-	4,405	67.8%	6,500	6,500
	Total	6,519	-	4,405	67.8%	6,500	6,500

FUND 400 - PORT & HARBOR ENTERPRISE FUND

DEPT 0606 - FISH GRINDER

A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD ACTUAL		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21			7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	-	-	-	0.0%	-	-
5102	Fringe Benefits	-	-	-	0.0%	-	-
5103	Part-time Wages	-	-	-	0.0%	-	-
5104	Part-time Benefits	-	-	-	0.0%	-	-
5105	Overtime	-	-	-	0.0%	-	-
5107	Part-time Overtime	-	-	-	0.0%	-	-
5108	Unemployment Benefits	-	-	-	0.0%	-	-
5112	PERS Relief	-	-	-	0.0%	-	-
	Total Salaries and Benefits	-	-	-	0.0%	-	-
Maintenance and Operations							
5202	Operating Supplies	312	333	-	0.0%	4,000	4,000
5208	Equipment Maintenance	13,912	3,536	7,958	56.8%	14,000	14,000
5209	Building & Grounds Maintenance	444	-	-	0.0%	2,500	2,500
5218	Water	2,643	550	3,214	43.8%	7,333	7,333
5235	Membership Dues	1,715	1,715	1,715	68.6%	2,500	2,500
	Total Maintenance and Operations	19,027	6,133	12,887	42.5%	30,333	30,333
	Total	19,027	6,133	12,887	42.5%	30,333	30,333

FUND 400 - PORT & HARBOR ENTERPRISE FUND							
DEPT 0611 - HARBOR MAINTENANCE							
A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	165,185	79,242	147,365	92.0%	160,231	174,303
5102	Fringe Benefits	39,516	43,213	71,864	73.7%	97,552	105,286
5103	Part-time Wages	-	5,766	9,176	58.0%	15,823	16,931
5104	Part-time Benefits	-	640	1,019	55.9%	1,822	1,949
5105	Overtime	2,713	685	3,228	107.6%	3,000	3,000
5107	Part-time Overtime	-	-	-	0.0%	-	-
5108	Unemployment Benefits	2,556	-	-	0.0%	-	-
5112	PERS Relief	12,906	-	-	0.0%	-	-
Total Salaries and Benefits		222,877	129,546	232,652	83.6%	278,428	301,469
Maintenance and Operations							
5201	Office Supplies	466	124	48	8.0%	600	600
5202	Operating Supplies	5,145	2,323	3,504	58.4%	6,000	6,000
5203	Fuel and Lube	12,694	8,371	12,209	93.9%	13,000	14,000
5207	Vehicle and Boat Maintenance	19,511	(1,929)	16,624	83.1%	20,000	20,000
5208	Equipment Maintenance	10,418	3,156	6,536	65.4%	10,000	10,000
5209	Building & Grounds Maintenance	5,929	3,485	1,542	12.9%	12,000	12,000
5210	Professional Services	4,216	1,474	3,137	69.7%	4,500	4,500
5217	Electricity	7,715	3,883	3,730	48.4%	7,702	8,472
5218	Water	612	230	573	85.0%	675	675
5219	Sewer	719	323	953	127.3%	748	748
5231	Tools and Equipment	2,931	3,140	1,583	39.6%	4,000	4,000
5235	Membership Dues	370	265	-	0.0%	500	500
5236	Transportation	986	-	678	33.9%	2,000	2,000
5237	Subsistence	204	-	217	21.7%	1,000	1,000
5256	Waste Oil Disposal	36,526	17,976	12,244	27.2%	45,000	45,000
5258	Float and Ramp Repairs	17,421	5,661	8,329	33.3%	25,000	25,000
5601	Uniform	3,680	2,170	4,118	117.6%	3,500	3,500
5602	Safety Equipment	3,494	957	1,133	37.8%	3,000	3,000
5603	Employee Training	398	50	5,065	126.6%	4,000	4,000
5637	Diving Services	3,750	-	-	0.0%	5,000	5,000
Total Maintenance and Operations		137,186	51,660	82,222	48.9%	168,225	169,995
Total		360,062	181,206	314,874	70.5%	446,653	471,464

FUND 400 - PORT & HARBOR ENTERPRISE FUND							
DEPT 0612 - PIONEER DOCK MAINTENANCE							
A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	20,882	9,955	18,696	93.0%	20,098	21,863
5102	Fringe Benefits	4,956	5,419	9,081	74.3%	12,226	13,195
5103	Part-time Wages	-	721	1,147	58.0%	1,978	2,116
5104	Part-time Benefits	-	80	127	55.9%	228	244
5105	Overtime	353	85	425	177.9%	239	239
5107	Part-time Overtime	-	-	-	0.0%	-	-
5108	Unemployment Benefits	-	-	-	0.0%	-	-
5112	PERS Relief	1,633	-	-	0.0%	-	-
Total Salaries and Benefits		27,823	16,260	29,477	84.8%	34,768	37,657
Maintenance and Operations							
5202	Operating Supplies	-	-	-	0.0%	500	500
5209	Building & Grounds Maintenance	163	821	188	6.3%	3,000	3,000
5231	Tools and Equipment	-	83	-	0.0%	1,500	1,500
5602	Safety Equipment	-	-	-	0.0%	1,000	1,000
Total Maintenance and Operations		163	904	188	3.1%	6,000	6,000
Total		27,986	17,164	29,665	72.8%	40,768	43,657

FUND 400 - PORT & HARBOR ENTERPRISE FUND							
DEPT 0614 - DEEP WATER DOCK MAINTENANCE							
A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	20,882	9,955	18,696	93.0%	20,098	21,863
5102	Fringe Benefits	4,956	5,419	9,081	74.3%	12,226	13,195
5103	Part-time Wages	-	721	1,147	58.0%	1,978	2,116
5104	Part-time Benefits	-	80	127	55.9%	228	244
5105	Overtime	353	85	425	177.9%	239	239
5107	Part-time Overtime	-	-	-	0.0%	-	-
5108	Unemployment Benefits	-	-	-	0.0%	-	-
5112	PERS Relief	1,633	-	-	0.0%	-	-
Total Salaries and Benefits		27,823	16,260	29,477	84.8%	34,768	37,657
Maintenance and Operations							
5202	Operating Supplies	-	233	-	0.0%	500	500
5203	Fuel and Lube	456	457	261	0.0%	-	-
5209	Building & Grounds Maintenance	3,313	2,551	3,795	47.4%	8,000	8,000
5231	Tools and Equipment	-	-	-	0.0%	1,000	1,000
5250	Camera Area Network	734	-	-	0.0%	5,000	5,000
5602	Safety Equipment	625	-	-	0.0%	2,000	2,000
Total Maintenance and Operations		5,128	3,241	4,056	24.6%	16,500	16,500
Total		32,951	19,501	33,533	65.4%	51,268	54,157

FUND 400 - PORT & HARBOR ENTERPRISE FUND							
DEPT 0615 - LOAD AND LAUNCH RAMP							
A/C Num.	Expenditure Categories & Descriptions	FY20	FY21	FY22 YTD		FY22	FY23
		1/1/20 - 12/31/20	1/1/21 - 6/30/21	ACTUAL		7/1/21 - 6/30/22	7/1/22 - 6/30/23
		ACTUAL	ACTUAL	\$	%	BUDGET	BUDGET
Salaries and Benefits							
5101	Salary and Wages	25,510	12,638	23,895	87.8%	27,208	29,589
5102	Fringe Benefits	5,809	6,826	11,828	72.4%	16,334	17,626
5103	Part-time Wages	9,035	4,705	10,207	69.3%	14,725	15,756
5104	Part-time Benefits	1,140	523	1,134	66.9%	1,695	1,814
5105	Overtime	689	256	767	121.9%	629	629
5107	Part-time Overtime	15	6	7	0.0%	-	-
5108	Unemployment Benefits	-	-	-	0.0%	-	-
5112	PERS Relief	2,010	-	-	0.0%	-	-
Total Salaries and Benefits		44,208	24,954	47,837	78.9%	60,592	65,414
Maintenance and Operations							
5202	Operating Supplies	240	132	142	28.4%	500	500
5203	Fuel and Lube	1,113	998	840	64.6%	1,300	1,300
5209	Building & Grounds Maintenance	-	-	167	3.3%	5,000	5,000
5210	Professional Services	-	-	150	30.0%	500	500
5217	Electricity	3,834	1,751	1,580	42.3%	3,736	4,109
5218	Water	1,821	413	1,077	53.6%	2,009	2,009
5219	Sewer	2,825	738	2,097	66.7%	3,145	3,145
5220	Refuse and Disposal	2,363	1,182	1,346	40.8%	3,300	3,300
5231	Tools and Equipment	1,485	164	1,125	51.1%	2,200	2,200
5250	Camera Area Network	367	214	8,291	165.8%	5,000	5,000
5252	Credit Card Expenses	4,867	725	4,228	105.7%	4,000	4,000
5602	Safety Equipment	-	-	-	0.0%	1,000	1,000
Total Maintenance and Operations		18,913	6,317	21,043	66.4%	31,690	32,063
Capital Outlay, Transfers and Reserves							
5990	Transfers To Reserves	46,717	26,354	34,201	100.0%	34,201	29,186
Total C/O, Transfers & Reserves		46,717	26,354	34,201	100.0%	34,201	29,186
Total		109,838	57,625	103,081	81.5%	126,483	126,663

**Homer Marine Trades Association
May 24, 2022
Homer Harbor Master's Office**

The meeting was called to order by President Aaron Fleenor at 6:30 p.m.

Officers/Directors Present: Aaron Fleenor, Eric Engebretsen, Mark Zeiset, Cinda Martin, Kate Mitchell, Matt Alward and Claire Neaton, telephonically. Jen Hakala, Bruce Friend and Josh Hankins-Foley were absent, excused. A quorum was established.

Guests: Bryan Hawkins, Homer Harbormaster reported that he went back to Juneau last week, our project is in the budget that has been presented to the Governor for signature. He did a presentation to the Corps of Engineers on the expansion project planning as well as challenges with working with the corps as a small boat harbor emphasizing the need to look at small harbors through a different lens. The Hickory's berth has been dredged. Bruce Friend has been added as a Port & Harbor commissioner. Met with former Governor Bill Walker who is running for Governor in the upcoming election. Working on damage to the Pioneer dock sustained by the Tustamena during a storm. Senator Sullivan stopped in during his visit to Homer, expressed support for the expansion project and has big ideas for utilization. He and Senator Murkowski are working through the challenges with the Corps budget.

Approve Agenda: Motion by Mark Zeiset to approve the Agenda as presented, 2nd and carried.

Minutes of the April Meeting: Motion by Kate Mitchell to approve the Minutes of the April 24th meeting as written, 2nd and carried.

Treasurer's Report: no report

Committee Reports:

- Advertising – Aaron reported that they did not meet in May; re-scheduled for June 14th
- Workforce Development – Kate reported that Jesus' position has been terminated due to lack of funding; UAA/KPC is looking for a new funding source to continue with the program.
- FOL recap – Cinda reported that BBQ was well organized and attended. Jen and Matt Hakala, Bruce and myself were present to help cook and serve. The staff at the high school greatly appreciated the donation and help. Pictures were taken that can be posted on the website. We did not award any shirts this year due to the number of FOLs cancelled late this spring; will try again next year.
- Scholarship – Cinda reported that HMTA received \$3,000 from the Aleutian Harvester Memorial to use for our KPC reimbursements. She received 10 applications for the Deckhand course held on 5/7, 8. All applications including the one remaining 100-Ton course that was left to fund have now been paid thanks to the unexpected donation. HMTA funded a total of \$6,419 in KPC scholarships and the \$1,000 spring scholarship awarded to Joshua Rudy. Thanks to Aleutian Harvester and Homer Kachemak Bay Rotary for their contributions. A total of 18 reimbursements were awarded this year; 8 of which were high school and middle school students; and 6 100-Ton certificates.
- Website – no report

Old Business:

- Sweatshirt count – Mark reported that we have a dwindling supply of shirts; 1 SM, 2 LG, 3 XL, 5 2XL, currently stashed at his store on the Spit. Will need to order more for next year. Kate reported that there are decals ready at Skiff Chicks that were paid for a few years back. Will need to decide if we want to use those and use them up before printing our new logo.
- Back to the Bay – Kate reported that the boat will be sailing on July 5th and she would like HMTA to participate in some manner; she will let us know via email if an opportunity arises.

New Business:

- PME – dates have been released - November 17-19, 2022; Mark will start talking to members about attendance and banner advertising

Next Meeting: Tuesday, July 13th at 6pm at NOMAR

Adjourn: There being no further business to come before the board members, the meeting was adjourned at 7:30 p.m.

Respectfully Submitted,

Cinda Martin
HMTA Secretary



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER
DATE: JUNE 22, 2022
SUBJECT: HOMER SPIT COMPREHENSIVE PLAN REVIEW & DISCUSSION

This agenda item is a continuation of the Port and Harbor Advisory Commission's May meeting and the ongoing review of the current Homer Spit Comprehensive Plan with the intent to generate comment and edits to suggest to staff and council for update.

Deputy City Clerk Rachel Tussey provided printed versions of the current Spit Comprehensive Plan to the Commission in May. **Please bring this copy with you to the meeting.** This agenda item and memo are created as a place holder to allow for discussion and action items on the topic, should the commission wish to do so.

Recommendation

For review and discussion. Recommendations to staff or City Council should be made in the form of a motion.

Attachment: Spit Comprehensive Plan Review Schedule.

Spit Comp Plan Overview

Date	Pages	Section	Resources
May 25, 2022	iv	Comp Plan Goal	HW-Wish list
June	1-4	Introduction	
July	5-10	Background Data & Existing Conditions	
Aug	21-28	Vision 2030	
Sept	11-16, 28-30	Parking/Transportation	
Sept-worksession	17-20, 30-32, 28 2a	Port (Expansion), Marine Transportation	(Mapping)
Oct	33-34	Implementation 1.1 Land Use/Zoning	Planning Dept
Oct or Nov-worksession	35-36	Implementation 1.2-1.6 Facilities and Recreation Development	Parks & Rec
Dec	37-39	Implementation 2.3-2.5 Transportation	(DOT consult prior to)
Jan 2023	39-40	Implementation 3 Economic Vitality	EDC
Feb	40-42	Implementation 4 Natural Environment Additional Section Proposals	Pub Works
March	Wrap up of Additional Sections, Schedule presentation to stakeholders, community forums and feedback for Update	*Tsunami Feature P	



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Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: JUNE 16, 2022

SUBJECT: LEASE APPLICATION FROM CGI LLC- TRANSFER OF SHOGUN RESTAURANT
LEASE

Y&C LLC, the current lessee for Shogun Restaurant, located at 4400 Homer Spit Rd., has requested a lease transfer to CGI LLC as part of a purchase of the Shogun Restaurant. CGI has indicated in their application that they intend to continue to conduct the business under the current use, with the addition of the intent to sublease the downstairs square footage as business and office space (fishing charter, general store, retail, etc.) to interested parties within the requirements and restrictions of the City zoning requirements for Marine Commercial. Corey Gathman and CGI LLC are new to the Homer area. Mr. Gathman has businesses/assets in Arizona and his provided references from the lease application were contacted by staff and provided positive recommendations.

Notes about the lease/transfer:

- CGI LLC has requested a 20 year lease with (2) 5 years extensions. The current lease had 17 years of the original term plus the possibility of (2) 5 year extensions left. The new lease transfer would be a change of 3 years in term length.
- Annual Rent has been updated to 2022 numbers (\$21,692.88 annually, \$1,807.74 per month). This lease is already subject to annual CPI increases and 5 year appraisal adjustments. The transfer of lease will reflect the same current fair market rate paid by the Y&C LLC tenants, and the appraisal schedule remains the same as previously with the next 5 year appraisal scheduled in 2024.
- The Purpose of use, Article 6, has been amended to add the intent to sublease the downstairs square footage as per discussed above.
- The sublease section, Article 8, has been updated, removing the “10% of sublease income to go to the City” clause/language, to reflect current city code.

- Contact information and tenant info updated/changed to CGI LLC, and the 14.20 Prior Lease Superseded clause has been updated
- All other language and terms of the lease remain the same.

After consideration of all available information and the lessee's proposal the Port and Harbor has no objections to the re-assignment request indicated in the submitted lease application. CGI LLC has provided a complete application and this transfer and planned future subleasing may result in a healthy economic growth for the property and increased efficiency per square ft. 4400 Homer Spit Rd. is one of the larger square footage properties located on the Spit and there's a lot of building space that can be utilized.

RECOMMENDATION

Make a motion to recommend that council approve the lease transfer from the current tenant, Y&C LLC to CGI LLC, as allowed per HCC 18.08.160 (e), and authorize the City manager to execute the appropriate documents.

Attachments: Letter from Y&C LLC requesting lease transfer as part of sale
CGI LLC Lease application proposal
City Manager Check List and Recommendation
Draft Reso 22-0xx
Y&C LLC to CGI LLC Draft Lease

5/24/2022

City of Homer,

Y+C LLC is selling its interest in
the land of address 4400 Homer Sp. + Rd.
to Corey Gathman Investments Inc.

X Kim Ho Yang

Kim Ho Yang

X [Signature]

Jo Ja Yang

CGI LLC

6-14-2022

1546 sterling hwy
Homer Ak 99603

To whom it may concern,

The plan with building on 4400 homer spit rd would be to have a restaurant on the entire upstairs with perhaps a couple of balconies front and rear. The bottom floor would be separated into multiple little spaces for retail. A small place for someone to lease from CGI LLC for their charter business, art studio, coffee shop, convenience store, ect.

Sincerely,

Corey Gathman

CGI LLC member



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:	Corey Gathman
Business Name:	CGI.LLC
Social Security Number:	[REDACTED]
Mailing Address:	1546 Sterling Hwy
City, State, ZIP code:	Homer AK 99603
Business Telephone No.	602-818-6046
Representative's Name:	Corey Gathman
Mailing Address:	Same as above
City, State, ZIP code:	
Business Telephone No.	↓
Property Location:	4400 Homer Spit Rd.
Legal Description:	4400 Homer Spit Rd AMEAD L-32
Type of Business to be placed on property:	Existy- Restaurant, Gift stores, General store
Duration of Lease requested:	20 year with two Renewels of 5 years each
Options to re-new:	?

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

<p>1.</p>	<p>Plot Plan</p> <p><i>Existing Plan Source plan</i></p>	<p><u>A drawing of the proposed leased property showing:</u></p> <p><input type="checkbox"/> Size of lot - dimensions and total square footage (to scale)</p> <p><input type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale).</p> <p><input type="checkbox"/> Water and sewer lines – location of septic tanks, if needed.</p> <p><input type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated</p>																				
<p>2.</p>	<p>Development Plan</p>	<p><input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0"> <thead> <tr> <th align="left">Dates</th> <th align="left">Tasks</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th align="left">Building Use</th> <th align="left">Dimensions and square footage</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Dates	Tasks	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Building Use	Dimensions and square footage	_____	_____	_____	_____	_____	_____
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Building Use	Dimensions and square footage																					
_____	_____																					
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_____	_____																					
<p>3.</p>	<p>Insurance</p> <p><i>Insurance will be obtained after Homer lease is granted and before Property closes.</i></p>	<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>																				
<p>4.</p>	<p>Subleases</p> <p><i>N/A</i></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 10% of proceeds paid Lessee by subtenants.</p>																				
<p>5.</p>	<p>Health Requirements</p> <p><i>N/A</i></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	<p><u>All applicable fees must be submitted prior to the preparation and/or execution of a lease.</u></p> <input checked="" type="checkbox"/> Application fee - \$30.00. Covers costs associated with processing the application. <i>Please make check payable to the City of Homer.</i> <input type="checkbox"/> Lease fee - \$300.00. Covers the costs of preparing and processing the actual lease. <input type="checkbox"/> Assignment fee - \$250.00. Covers the costs of preparing and processing the lease transfer. <i>Please make check payable to the City of Homer.</i>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <input type="checkbox"/> Sole or individual proprietorship. <input type="checkbox"/> Partnership. <input checked="" type="checkbox"/> Corporation. <input type="checkbox"/> Other – Please explain: _____ _____ <p><input checked="" type="checkbox"/> Financial Statement – <u>Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u></p> <p><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.</p> <p><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.</p> <p><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.</p>

9.	Partnership Statement	<input type="checkbox"/> If the applicant is a partnership, please provide the following: Date of organization: _____ Type: <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership Statement of Partnership Recorded? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Has partnership done business in Alaska? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Name, address, and partnership share. If partner is a corporation, please complete corporation statement. Please attach a copy of your partnership agreement.																								
10.	Corporation Statement	<input type="checkbox"/> If the applicant is a corporation, please provide the following: Date of Incorporation: <u>6-10-2022</u> State of Incorporation: <u>AK</u> Is the Corporation authorized to do business in Alaska? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Is so, as of what Date? <u>6-10-2022</u> Corporation is held? <input type="checkbox"/> Publicly <input checked="" type="checkbox"/> Privately If publicly held, how and where is the stock traded? _____ Officers & Principal Stockholders [10%+]: <table border="1"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> <th><u>Address</u></th> <th><u>Share</u></th> </tr> </thead> <tbody> <tr> <td><u>Corey Gathman</u></td> <td><u>Member</u></td> <td><u>1546 Sterlingway Anchorage AK 99503</u></td> <td><u>100%</u></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <input type="checkbox"/> Please furnish a copy of Articles of Incorporation and By-laws. Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments. <table border="1"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> </tr> </thead> <tbody> <tr> <td><u>Corey Gathman</u></td> <td><u>Member</u></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>	<u>Corey Gathman</u>	<u>Member</u>	<u>1546 Sterlingway Anchorage AK 99503</u>	<u>100%</u>									<u>Name</u>	<u>Title</u>	<u>Corey Gathman</u>	<u>Member</u>				
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<u>Name</u>	<u>Title</u>																									
<u>Corey Gathman</u>	<u>Member</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: Wells Fargo ✓
Firm: _____
Title: _____
Address: Mesa, Az
Telephone: 480-827-2343
Nature of business association with Applicant: Banking

Name: Auston Kraust ✓
Firm: Superstition Transport Inc.
Title: President
Address: Mesa, Az
Telephone: 602-292-9402
Nature of business association with Applicant: Loan for trucks

Name: Superior Bulk Inc - Jeannery Schdath
Firm: ~~Trucks~~
Title: General Manager
Address: 14725 S. CROSS L Rd, Mayer Az 86353
Telephone: 602-828-3257
Nature of business association with Applicant: Lease to buy land with shop in Cordes Junction Az

Name: Chris
Firm: Stay in your lane trucking
Title: Owner
Address: Mesa Az
Telephone: 928-308-1176
Nature of business association with Applicant: Loaned company money for truck

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

Signature: 

Date: 6-17-2022

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

CGI LLC

1546 STERLING HWY, HOMER, AK 99603

owned by

CGI LLC

is licensed by the department to conduct business for the period

June 10, 2022 to December 31, 2023
for the following line(s) 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 Sande
Commissioner



Department of Commerce, Community, and Economic Development
DIVISION OF CORPORATIONS, BUSINESS &
PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Business License / License #2158746

LICENSE DETAILS

License #: 2158746

[Print Business License](#)

Business Name: CGI LLC

Status: Active

Issue Date: 06/10/2022

Expiration Date: 12/31/2023

Mailing Address: 1546 STERLING HWY
HOMER, AK 99603

Physical Address: 1546 STERLING HWY
HOMER, AK 99603

Owners

CGI LLC

Activities

Line of Business	NAICS	Professional License #
53 - Real Estate, Rental and Leasing	531120 - LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS & PROFESSIONAL
LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	CGI LLC

Entity Type: Limited Liability Company

Entity #: 10198178

Status: Good Standing

AK Formed Date: 6/10/2022

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2024

Entity Mailing Address: 1546 STERLING HWY, HOMER, AK 99603

Entity Physical Address: 1546 STERLING HWY, HOMER, AK 99603

Registered Agent

Agent Name: JASON HERNDON

Registered Mailing Address: PO BOX 2123, HOMER, AK 99603

Registered Physical Address: 37825 APPLEBERRY ST., ANCHOR POINT, AK 99556

Officials

Show Former

AK Entity #	Name	Titles	Owned
	COREY GATHMAN	Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
6/10/2022	Creation Filing	Click to View	Click to View
6/10/2022	Initial Report	Click to View	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2022

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

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

PRODUCER JIG, Inc. DBA Johnson Insurance Group 44758 Sterling Hwy, Suite B Soldotna, AK 99669 License #: 100129705	CONTACT NAME: Annie Johnson PHONE (A/C, No. Ext): (907)398-8899 E-MAIL ADDRESS: annie@johnsoninsuranceak.com	FAX (A/C, No.): (866)422-8350
	INSURER(S) AFFORDING COVERAGE	
INSURED CGI LLC 1546 Sterling Hwy Homer, AK 99603	INSURER A: Ohio Security Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 00003461-10830 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BLS (23) 64930081	06/15/2022	06/15/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE
							OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$


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

Premises: 4400 Homer Sp1t Rd, Homer, AK 99603

Certificate Holder is included as Additional Insured on the General Liability as their interest appears by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Homer 491 E Pioneer Ave Homer, AK 99603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (AMJ)
--	--

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 22-0xx

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A TRANSFER OF LEASE ASSIGNMENT FROM TO CGI LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS FOR A 20 YEAR LEASE WITH OPTIONS FOR TWO CONSECUTIVE FIVE YEAR RENEWALS FOR LOT 32, OF THE AMENDED PLAT OF THE HOMER SPIT, ACCORDING TO PLAT NO. 89-34, AT AN INITIAL ANNUAL RATE OF \$21,692.88.

WHEREAS, On May 24 2022 Y&C LLC requested to transfer their lease to CGI LLC as part CGI LLC’s purchase of their business; and

WHEREAS, On June 15 2022 CGI, LLC. submitted a complete application pursuant to Homer City Code (HCC) Title 18; and

WHEREAS, CGI. LLC has indicated in their lease application their intention of continuing the business previously listed in the lease between the City and Y&C LLC, with the addition of intent to sublease the downstairs square footage as business and office space (fishing charter, general store, retail, etc.) to interested parties within the requirements and restrictions of the city zoning requirements for Marine Commercial; and

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

WHEREAS, The City Administration and the Port and Harbor Advisory Commission on June 22 2022 reviewed the application pursuant to HCC 18.08.060 and recommend____; and

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

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the lease assignment from Y&C LLC to CGI. LLC, and authorizes the City Manager to execute the appropriate documents for a 20 year lease with options for two consecutive five year renewals for Lot 32, of the amended plat of the Homer Spit, according to Plat No. 89-34, at an initial annual rate of \$21,692.88.

PASSED AND ADOPTED by the Homer City Council this ___ day of_____, 2022.

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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: \$ 21,692.88 annually

DRAFT

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND

CGI LLC

Dated August 1, 2022

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT (“Lease”) dated as of August 1, 2022, between the CITY OF HOMER, an Alaska municipal corporation (“Landlord”), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and CGI LLC, an Alaskan Limited Liability Company (“Tenant”) whose address is 1546 Sterling Hwy, Homer, AK, 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” 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”):

Lot 32, of the Amended Plat of the Homer Spit, according to Plat No. 89-34. Homer Recording District, State of Alaska, as depicted on **Exhibit C**, containing 24,639_square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 181-034-32;

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 20 years, commencing on August 1, 2022, and ending on July 31, 2042 (the “Term”).

3.02 Lease Renewal.

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

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

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

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

3.05. Options to Extend Lease Term.

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

- (1) Tenant gives Landlord written notice of its exercise of the option not more than one year and not less than 120 days before day the Term would otherwise expire; and
- (2) the City Manager determines that the lessee is in full compliance with the terms of the lease at the time of renewal.

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

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. Tenant shall pay to Landlord an initial annual rent of \$ 21,692.88 (as such may later be adjusted per the terms of this Lease, the "Base Rent"). Base Rent is payable monthly in advance in installments of \$1,807.74, plus sales and all other taxes Landlord is authorized or obligated to collect on such transactions, on August 1, 2022, and on the first day of each month

thereafter, at the office of the City of Homer, 4311 Freight Dock Rd, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02.

4.02 Rent Adjustments.

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

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

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

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

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

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

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

ARTICLE 5. SECURITY INTEREST

To secure the performance of Tenant's obligations under this Lease, including without limitation the obligations to pay rent and other sums to be paid by Tenant, Tenant grants to Landlord a lien and security interest in the following collateral: ("Collateral"): (1) all security deposits or other monies owing from Landlord to Tenant (as collateral in the possession of the secured party); (2) all insurance proceeds from any policy insuring the Property or improvements thereon; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; (4) all rents from Tenant's subletting of all or a part of the Property; and (5) all improvements on the Property, including any Required Improvements. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease shall constitute a mortgage by Tenant as mortgagor of all right, title and interest of Tenant in and to any and all improvements on the Property, including any Required

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

ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

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

Tenant's proposed use of the property is a restaurant, and to sublease space for retail shops, convenience store, charter business, office space, and future allowable uses as per City of Homer Marine Commercial zoning requirements.

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 E. 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 and consent of Council has been received either by approved purpose of use in Article 6 of this lease or by individual request, in compliance with applicable provisions of the Lease Ordinance, all subleases must be in writing, executed by the parties, and approved by the City Manager or their designee.

(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:

CGI LLC
Corey Gathman
1546 Sterling Hwy
Homer, AK 99603
Email: corey@cmsbulk.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. Landlord and Tenant are parties to a prior lease affecting the Property dated January 21, 2019, a memorandum of which has been recorded in the records of the Homer Recording District under Document No. 2019-000183-0 (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of August 1, 2022, 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

Y & C LLC

By: _____
Rob Dumouchel, City Manager

Corey Gathman, Owner CGI LLC

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2022, by Rob Dumouchel, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2022, by _____, as _____ (title) of CGI LLC on behalf of _____ CGI LLC.

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A

**SCHEDULE OF ORGANIZATION, OWNERS,
PERCENTAGE OF OWNERSHIP**

Tenant, CGI LLC, is a Limited Liability Company organized under the laws of the state of Alaska. Attached to this exhibit is a certificate issued by that state certifying that Tenant is in good standing and describing its legal organization.

The members and their percentage of ownership are as follows:

Name: Corey Gathman	100%
Address: 1546 Sterling Hwy, Homer AK 99603	

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)

Lot 32, of the Amended Plat of the Homer Spit, according to Plat No. 89-34.
Homer Recording District, State of Alaska, containing 24,639 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 181-034-32.

DRAFT

EXHIBIT D

TENANT'S PROPOSED USE OF THE PROPERTY

(Section 6.01)

Tenant's proposed use of the property is a restaurant, and to sublease space for retail shops, convenience store, charter business, office space, and future allowable uses as per City of Homer Marine Commercial zoning requirements.

DRAFT

EXHIBIT E

SITE PLANS

(Section 6.02)

DRAFT

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 CGI LLC (“Tenant”) insurance policies from Tenant’s broker and/or insurer, _____.

Tenant requests the broker/insurer to provide the City of Homer with information about and copies of all of Tenant’s insurance policies providing the type of coverage required by the Lease between Tenant and the City of Homer.

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

Date: _____

CGI LLC

By: _____

Printed Name: _____

Title: _____

Port & Harbor Monthly Statistical & Performance Report

For the Month of: **May 2022**

<u>Moorage Sales</u>		<u>2022</u>	<u>2021</u>	<u>Stall Wait List</u>		
Daily Transient		282	331	No. on list at Month's End	<u>2022</u>	<u>2021</u>
Monthly Transient		195	179	20' Stall	0	6
Semi-Annual Transient		25	22	24' Stall	59	62
Annual Transient		5	5	32' Stall	194	153
Annual Reserved		2	0	32'A Stall	13	6
				40' Stall	70	59
				50' Stall	31	28
				60' Stall	4	3
				75' Stall	3	5
<u>Grid Usage</u>				Total:	<hr style="width: 100%;"/>	<hr style="width: 100%;"/>
1 Unit = 1 Grid Tide Use		<u>2022</u>	<u>2021</u>		374	322
Wood Grid		20	25			
Steel Grid		8	11			
				<u>Docking & Beach/Barge Use</u>		
				1 Unit = 1 or 1/2 Day Use	<u>2022</u>	<u>2021</u>
<u>Services & Incidents</u>		<u>2022</u>	<u>2021</u>	Deep Water Dock	17	20
Vessels Towed		1	2	Pioneer Dock	12	33
Vessels Moved		42	28	Beach Landings	3	5
Vessels Pumped		1	0	Barge Ramp	271	194
Vessels Sunk		0	0			
Vessel Accidents		1	2	<u>Marine Repair Facility</u>	<u>2022</u>	<u>2021</u>
Vessel Impounds		0	0	Vessels Hauled-Out	0	1
Equipment Impounds		0	0	Year to Date Total	3	3
Vehicle Impounds		2	0	Vessels using facility uplands	2	5
Property Damage		1	1			
Pollution Incident		6	5	<u>Wharfage (in short tons)</u>		
Fires Reported/Assists		0	0	In Tons, Converted from Lb./Gal.	<u>2022</u>	<u>2021</u>
EMT Assists		1	3	Seafood	362.6	317.5
Police Assists		1	1	Cargo/Other	74	58
Public Assists		12	36	Fuel	31,026	26,464
Thefts Reported		0	0			
				<u>Ice Sales</u>	<u>2022</u>	<u>2021</u>
<u>Parking Passes</u>		<u>2022</u>	<u>2021</u>	For the Month of May	216	194
Long-term Pass		41	35	Year to Date Total	415	345
Monthly Long-term Pass		7	5			
Seasonal Pass		9	6			
				<u>Difference between</u>		
<u>Crane Hours</u>		<u>2022</u>	<u>2021</u>	<u>2021 YTD and 2022 YTD:</u>	<hr style="width: 100%;"/>	
		223.7	199.9		70 tons more	

Port & Harbor Water/Sewer Bills

Service Period: May, 2022

Meter Reading Period: 4/ 14-5/13/2022

Meter Address - Location	Acct. #	Meter ID	Service/ Customer Charge	Water Charges	Sewer Charges	Total Charges	Previous Reading	Current Reading	Total Usage (gal)
810 FISH DOCK ROAD - Fish Grinder	1.0277.01	84810129	\$14.00	\$104.85	\$0.00	\$118.86	1,399,800	1,409,600	9,800
4244 HOMER SPIT RD - SBH & Ramp 2	1.0290.02	84872363	\$14.00	\$889.17	\$0.00	\$903.17	4,090,100	4,155,400	65,300
4166X HOMER SPIT RD - SBH & Ramp 4	1.0345.01	70291488	\$14.00	\$329.56	\$0.00	\$343.56	-	15,400	15,400
4166 HOMER SPIT RD- SBH Restrooms	1.0346.01	38424734	\$14.00	\$52.43	\$119.07	\$185.50	837,200	842,100	4,900
4171 FREIGHT DOCK RD - SBH & Ramp 6	1.0361.01	71145966	\$14.00	\$795.01	\$0.00	\$809.01	4,963,000	5,307,300	74,300
4690C HOMER SPIT RD - Pioneer Dock	1.0262.01	70315360	\$14.00	\$302.81	\$0.00	\$316.81	4,890,700	4,919,000	28,300
4690A HOMER SPIT RD - Pioneer Dock	1.0261.01	70315362	\$14.00	\$146.59	\$0.00	\$160.59	1,361,600	1,375,300	13,700
4666 FREIGHT DOCK RD - Deep Water Dock	1.0357.01	70564043	\$14.00	\$234.33	\$0.00	\$248.33	12,560,100	12,582,000	21,900
4448 HOMER SPIT RD - Steel Grid	1.0230.01	80394966	\$7.00	\$0.00	\$0.00	\$7.00	-	-	-
795 FISH DOCK ROAD - Fish Dock/Ice Plant	1.0180.01	70291512	\$14.00	\$583.15	\$26.73	\$623.88	873,345,000	-	54,500
4147 FREIGHT DOCK RD - SBH & Ramp 6 Restroom	1.4550.01	70315668	\$14.00	\$64.20	\$145.80	\$224.00	521,100	527,100	6,000
4147X FREIGHT DOCK RD - Ramp 6 Fish Cleaning	1.0457.01	80856895	\$14.00	\$8.56	\$0.00	\$22.56	764,700	765,500	800
4001 FREIGHT DOCK RD - L&L Ramp Restrooms	10.4550.01	70364713	\$14.00	\$64.20	\$145.80	\$224.00	543,500	549,500	6,000
4667 HOMER SPIT RD L - Port Maintenance	1.0109.01	70257255	\$14.00	\$25.68	\$58.32	\$98.00	161,900	164,300	2,400
4667 HOMER SPIT RD - Bldg Near Water Tank	1.0100.02	70315820	*utility meter currently assigned to lessee						
4667 FREIGHT DOCK RD - DWD Restroom	1.0495.01	84920900	\$14.00	\$47.08	\$106.92	\$168.00	178,500	182,900	4,400
4311 FREIGHT DOCK RD - Port & Harbor Office	5.1020.01	83912984	\$14.00	\$31.03	\$41.47	\$86.50	113,800	116,700	2,900
4000 HOMER SPIT RD - Ramp 5 Restroom	5.1250.01	86083228	\$14.00	\$47.08	\$62.92	\$124.00	557,900	562,300	4,400
4425 FREIGHT DOCK RD - Sys 5 & Ramp 8	5.1050.01	86094861	\$14.00	\$522.16	\$0.00	\$536.16	2,190,600	2,239,400	48,800
Overall Charges:						\$5,199.93	Overall Water Usage:		363,800

Water/Sewer Monthly Comparison										
CY 2018 to Current										
	2018		2019		2020		2021		2022	
January	\$1,458.89	83,400	\$1,485.10	79,100	\$3,419.82	217,800	\$1,640.36	85,300	\$2,236.49	166,800
February	\$2,500.97	144,800	\$1,458.19	74,100	\$2,308.87	140,600	\$1,743.64	109,000	\$921.44	45,700
March	\$2,271.05	138,300	\$1,809.53	96,700	\$1,715.03	97,800	\$1,854.70	128,800	\$1,739.30	117,100
April	\$2,766.11	272,300	\$4,105.23	206,800	\$4,032.71	245,300	\$3,186.73	245,400	\$2,982.19	258,000
May	\$3,951.58	304,600	\$7,349.43	450,700	\$4,577.16	288,700	\$4,810.68	328,600	\$5,199.93	363,800
June	\$16,995.43	1,349,200	\$11,917.20	756,800	\$17,557.33	1,176,500	\$13,982.13	999,200		
July	\$18,540.31	1,391,400	\$15,669.89	973,600	\$18,256.51	1,222,700	\$16,420.44	1,096,200		
August	\$19,055.83	1,449,800	\$23,879.39	1,553,500	\$16,763.25	1,162,000	\$18,452.04	1,247,500		
September	\$16,345.46	1,328,800	\$22,850.15	1,425,100	\$16,454.55	1,131,800	\$14,777.10	1,117,300		
October	\$8,965.86	728,200	\$16,025.77	744,900	\$8,669.03	589,000	\$6,265.73	366,300		
November	\$2,967.17	195,100	\$7,391.65	338,900	\$2,418.11	139,300	\$1,511.37	93,300		
December	\$1,294.53	69,100	\$2,691.44	170,800	\$1,575.72	87,900	\$2,613.09	193,500		
YTD Total	\$97,113.19	7,455,000	\$116,632.97	6,871,000	\$97,748.09	6,499,400	\$87,258.01	6,010,400	\$13,079.35	951,400

2022 Ice & Crane Report

Date To	Crane Weekly	Crane Month	YTD Crane	Ice Weekly	Ice Month	YTD Ice
1/2/2022	6.8			shut down for maintenance		
1/9/2022	4.3			shut down for maintenance		
1/16/2022	25.3			shut down for maintenance		
1/23/2022	27.6			shut down for maintenance		
1/30/2022	25.8			shut down for maintenance		
		89.8	89.8		0	0
2/6/2022	43.5			shut down for maintenance		
2/13/2022	20.2			shut down for maintenance		
2/20/2022	47.4			shut down for maintenance		
2/27/2022	20.8			shut down for maintenance		
		131.9	221.7		0	0
3/6/2022	50.4			14		
3/13/2022	29.9			18		
3/20/2022	26.1			22		
3/27/2022	28.9			12		
		135.3	357		66	66
4/3/2022	12.2			36		
4/10/2022	27.1			47		
4/17/2022	44.5			22		
4/24/2022	22			28		
		105.8	462.8		133	199
5/1/2022	21			16		
5/8/2022	37			67		
5/15/2022	34.7			49		
5/22/2022	51.9			41		
5/29/2022	79.1			43		
		223.7	686.5		216	415
6/5/2022	42.5			53		
6/12/2022	56			37		
6/19/2022						
6/26/2022						
		98.5	785		90	505
7/3/2022						
7/10/2022						
7/17/2022						
7/24/2022						
7/31/2022						
		0	785		0	505
8/7/2022						
8/14/2022						
8/21/2022						
8/28/2022						
		0	785		0	505
9/4/2022						
9/11/2022						
9/18/2022						
9/25/2022						
		0	785		0	505
10/2/2022						
10/9/2022						
10/16/2022						
10/23/2022						
10/30/2022						
		0	785		0	505
11/6/2022						
11/13/2022						
11/20/2022				shut down for maintenance		
11/27/2022				shut down for maintenance		
		0	785		0	505
12/4/2022				shut down for maintenance		
12/11/2022				shut down for maintenance		
12/18/2022				shut down for maintenance		
12/25/2022				shut down for maintenance		
12/31/2022				shut down for maintenance		
		0	785			

Deep Water Dock 2022

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/6	ENDEAVOR		1100/1350	CISPRI	\$506.00	\$52.00
1/10	PERSEVERANCE		0900/1325	CISPRI	\$788.00	\$25.00
1/17	ENDEAVOR		1015/1345	CISPRI	\$506.00	\$52.00
1/24	PERSEVERANCE		0630/1335	CISPRI	\$788.00	\$52.00
1/26	PERSEVERANCE		0815/	CISPRI	\$788.00	\$52.00
1/27	PERSEVERANCE		/	CISPRI	\$788.00	--
1/28	PERSEVERANCE		/1815	CISPRI	\$788.00	--
2/2	ENDEAVOR	181	1015/1147	CISPRI	\$506.00	\$52.00
2/8	PERSEVERANCE	207	1500/1650	CISPRI	\$788.00	\$52.00
2/11	PACIFIC WOLF	395	1000/?	KIRBY	\$1,206.00	\$52.00
2/14	PERSEVERANCE	207	1732/	CISPRI	\$788.00	\$52.00
2/14	ENDEAVOR	181	0830/	CISPRI	\$506.00	\$52.00
2/15	PERSEVERANCE	207	/1215	CISPRI	\$788.00	--
2/19	BILL GOBEL	111	1210/1329		\$506.00	\$52.00
2/28	ENDEAVOR	181	1000/1350	CISPRI	\$506.00	\$52.00
3/7	perseverance	207	0825/1340	CISPRI	\$788.00	\$52.00
3/14	endeavor	181	0955/1400	CISPRI	\$506.00	\$52.00
3/28	endeavor	181	1125/1330	CISPRI	\$506.00	\$52.00
3/30	sovereign	180	0900/1225	CISPRI	\$506.00	\$52.00
3/31	REDOUBT	332	1600/	CISPRI	\$1,005.00	\$52.00
4/1	REDOUBT	332	/	CISPRI	\$1,005.00	--
4/2	REDOUBT	332	/	CISPRI	\$1,005.00	--
4/3	REDOUBT	332	/	CISPRI	\$1,005.00	--
4/4	REDOUBT	332	/1800	CISPRI	\$1,005.00	--
4/4	Perseverance	207	1200/1420	CISPRI	\$788.00	\$52.00
4/5	ROSS CHOUEST	256	0640/1952	Servs Alyeska	\$788.00	\$102.00
4/11	ENDEAVOR	181	0832/1426	CISPRI	\$506.00	\$52.00
4/16	CAMAI	115	1200/1400	Pitzman	\$506.00	\$52.00
4/18	Perseverance	207	1050/1400	Cispri	\$788.00	\$52.00
19-Apr	ENDEAVOR	181	0900/1200	Cispri	\$506.00	\$52.00
25-Apr	endeavor	181	0747/	Cispri	\$506.00	\$52.00
26-Apr	ENDEAVOR	181	/	Cispri	\$506.00	--
4/27	ENDEAVOR	181	/1520	Cispri	\$506.00	--
4/29	responder	175	0745/1220	cispri	\$506.00	\$52.00
5/6/2022	redoubt	332	0830/1450	cispri	\$1,005.00	\$52.00
5/9/2022	ANN T CHERAMIE	116	0730/1910	Olympic Tug and Barge	\$506.00	\$52.00
5/12/2022	innoko	150	1410/	Cruz Construction	\$506.00	\$52.00
5/13/2022	innoko	150	/1452	Cruz Construction	\$506.00	--
5/20/2022	SCT 180	180	2007/	Cook Inlet Tug & Barge	\$506.00	\$52.00
5/21/2022	SCT 180	180	/	Cook Inlet Tug & Barge	\$506.00	--
5/22/2022	SCT 180	180	/0825	Cook Inlet Tug & Barge	\$506.00	--
5/30/2022	perseverance	207	0855/1230	Cispri	\$788.00	\$52.00
5/31/2022	bill gobel & edward Itta	509	0930/2215	Olympic Tug and Barge	\$1,996.00	
				Year to Date Totals:	\$30,608.00	\$1,583.00
06/16/22						

Pioneer Dock 2022

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/21	PACIFIC WOLF		0850/2200		\$1,206.00	\$52.00
1/27	BOB FRANCO		1228/1531		\$506.00	\$52.00
1/31	CISPRI ENDEAVOR		0835/1905		\$506.00	\$52.00
2/2	PACIFIC WOLF	395	1430/?	KIRBY	\$1,206.00	\$52.00
2/15	PACIFIC WOLF	395	1115/1640	KIRBY	\$1,206.00	\$52.00
2/22	PERSEVERANCE	207	0800/1530	CISPRI	\$788.00	\$52.00
3/17	PETRO ALASKAN	300		olympic Tug & Barge	\$788.00	\$52.00
3/21	PERSEVERANCE	207	0815/1625	CISPRI	\$788.00	\$52.00
4/1	BOB FRANCO	0	1350/1630	olympic Tug & Barge	\$506.00	\$52.00
4/2	PETRO ALASKAN	0	1045/1530	olympic Tug & Barge	\$788.00	\$52.00
4/6	COASTAL STANDARD	0	1400/2008		\$788.00	\$52.00
4/16	PETRO ALASKAN	0	1415/2130	olympic Tug & Barge	\$788.00	\$52.00
4/17	COASTAL STANDARD	0	2220/		\$788.00	\$52.00
4/18	COASTAL STANDARD	0	/0430		\$788.00	--
5/14	PETRO ALASKAN	300	1710/2156		\$788.00	\$52.00
5/18	MAIA H	85	1330/1618		\$338.00	\$52.00
5/29	PETRO ALASKAN	300	0115/1000		\$788.00	
06/16/22				Year to Date Totals:	\$6,994.00	\$416.00

Ferry Landings 2022

	Pioneer Dock	Deep Water Dock
January	2	0
February	0	0
March	0	0
April	0	0
May	6	0
June	0	0
July	0	0
August	0	0
September	0	0
October	0	0
November	0	0
December	0	0

Pioneer Dock - 2022 Water Usage							Deep Water Dock - 2022 Water Usage						
Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee	Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee
1/6	ENDEAVOR	12472000	12479750	7,750	\$ 300.78	\$ 102.00	1/31	CISPRI ENDEAVOR	04879575	04883075	3500	\$ 194.05	\$ 102.00
1/10	PERSEVERANCE	12479000	12485300	6,300	\$ 244.50	\$ 102.00	2/14	ENDEAVOR	12502490	12510650	8160	\$ 316.69	\$ 102.00
1/17	ENDEAVOR	12485290	12488290	3,000	\$ 194.05	\$ 102.00	2/19	BILL GOBEL	12510620	12514080	3460	\$ 194.05	\$ 102.00
1/24	PERSEVERANCE	12488290	12497200	8,910	\$ 345.80	\$ 102.00	2/27	BOB FRANCO	12514080	12519130	5050	\$ 195.99	\$ 102.00
1/26	BOB FRANCO	12497200	12502500	5,300	\$ 205.69	\$ 102.00	2/28	ENDEAVOR	12519120	12523950	4830	\$ 194.05	\$ 102.00
2/22	PERSEVERANCE	4883075	4890740	7,665	\$ 297.48	\$ 102.00	3/7	perseverance	12523930	12528230	4300	\$ 194.05	\$ 102.00
3/21	PERSEVERANCE	1346145	1361645	15,500	\$ 601.56	\$ 102.00	3/12	Bob franco	12528230	12531500	3270	\$ 194.05	\$ 102.00
5/18	MAIA H - FEE ONLY	0	0	-	\$ -	\$ 52.00	3/14	endeavor	12530150	12534000	3850	\$ 194.05	\$ 102.00
							3/27	Bob franco	12534000	12536670	2670	\$ 194.05	\$ 102.00
							3/28	endeavor	12536670	12546820	10150	\$393.92	\$102.00
							4/3	BOB FRANCO	12547820	12548510	690	\$194.05	\$102.00
Year to Date Totals:				54,425	\$ 2,189.86	\$ 766.00	4/11	ENDEAVOR	12548520	12560210	11690	\$464.17	\$102.00
<u>Notes:</u>							4/16	BOB FRANCO	12560200	12563900	3700	\$194.05	\$102.00
Washing down dock results in missing begin/end reads							4/29	BOB FRANCO	12563000	12566070	3070	\$194.05	\$102.00
\$194.05 Min Charge							5/6	perseverance	12566000	12580890	14890	\$577.88	\$102.00
\$102.00 CONX							5/10	bob franco	12580890	12583000	2110	\$194.05	\$102.00
							5/29	bob franco	12582000	12584630	2630	\$194.05	\$102.00
							5/30	perseverance	12584630	12593460	8830	\$342.69	\$102.00
							Year to Date Totals:				3,500	\$ 194.05	\$ 102.00
<u>Notes:</u>													
Washing down dock results in missing begin/end reads													
\$194.05 Min Charge													
\$102.00 CONX													

Moorage Rate Comparison 2021					
Harbor	Length of Vessel	Daily Open Moorage per ft.	Monthly Open Moorage per ft.	Annual Reserved Moorage per ft.	Notes
Ketchikan	20'+	\$0.84	\$8.70	\$34.48	20' minimum
Wrangell	0-30'	\$0.49	\$4.32	\$30.30	OM doubled if not prepaid 2% Rate increase for last 6 years and for additional 6 years
	31'-55'	\$0.59	\$4.87	\$35.72	
	56'-100'	\$0.69	\$5.40	\$41.14	
	101'+	\$1.08	\$6.45		
Petersburg	0-34'	\$0.72	\$7.20	\$37.00	
	35'-45'			\$41.25	
	46'-60'			\$48.00	
	61'+			\$54.50	
Sitka	0-80'	\$1.24	\$21.22	\$47.88	
	81'+	\$2.11			
Craig	0'+	\$0.65	\$5.45	\$22.00	
Juneau	0'+	\$0.58	\$7.30	\$78.84	
Haines	0-40'	\$0.65	\$6.50	\$28.00	
	41'+			\$34.00	
Cordova	0'+	\$1.10	\$14.70	\$48.00	
Valdez	0-60'	\$0.77	\$9.63	\$47.11	D: \$1.16 ; M: \$14.45 if billed out
	60'+	\$1.50	\$20.00		
Seward	0'+	\$0.81	\$10.75	\$27.11	
Kodiak	0-40'	\$0.63		\$39.74	
	41'-60'	\$0.86		\$54.28	
	61'-80'	\$1.27		\$80.74	
	81'-100'	\$1.49		\$94.65	
	101'+	\$1.71		\$108.54	
Homer	0'+	\$1.61	\$9.11	\$53.61	

Please note: Ketchikan is the only harbor surveyed that had a three month permit option.

PORT & HARBOR ADVISORY COMMISSION 2022 Calendar

	AGENDA DEADLINE	MEETING	CITY COUNCIL MEETING FOR REPORT*	ANNUAL TOPICS/EVENTS
JANUARY	Wednesday 1/19 5:00 p.m.	Wednesday 1/26 5:00 p.m.	Monday 2/14 6:00 p.m. [Siekaniiec]	<ul style="list-style-type: none"> • Clerk Reappointment Notices Sent Out
FEBRUARY	Wednesday 2/16 5:00 p.m.	Wednesday 2/23 5:00 p.m.	Tuesday 2/28 6:00 p.m. [Matthews]	<ul style="list-style-type: none"> • Terms Expire February 1st • Election of PHC Officers • Annual Training Worksession
MARCH	Wednesday 3/16 5:00 p.m.	Wednesday 3/23 5:00 p.m.	Tuesday 3/29** 6:00 p.m. [Matthews]	
APRIL	Wednesday 4/20 5:00 p.m.	Wednesday 4/27 5:00 p.m.	Monday 5/9 6:00 p.m. [Pitzman]	<ul style="list-style-type: none"> • City Budget Review/Develop Requests *may be n/a during non-budget years • Annual Review of Strategic Plan/Goals & Commission's Policies
MAY	Wednesday 5/18 5:00 p.m.	Wednesday 5/25 6:00 p.m.	Monday 6/13 6:00 p.m. [Siekaniiec]	
JUNE	Wednesday 6/15 5:00 p.m.	Wednesday 6/22 6:00 p.m.	Monday 6/27 6:00 p.m. [Ulmer]	
JULY	Wednesday 7/20 5:00 p.m.	Wednesday 7/27 6:00 p.m.	Monday 8/8 6:00 p.m. [Ulmer]	<ul style="list-style-type: none"> • Capital Improvement Plan Review
AUGUST	Wednesday 8/17 5:00 p.m.	Wednesday 8/24 6:00 p.m.	Monday 9/12 6:00 p.m. [Shavelson]	
SEPTEMBER	Wednesday 9/21 5:00 p.m.	Wednesday 9/28 5:00 p.m.	Monday 10/10 6:00 p.m. [Zeiset]	<ul style="list-style-type: none"> • Spit Comprehensive Plan Review
OCTOBER	Wednesday 10/19 5:00 p.m.	Wednesday 10/26 5:00 p.m.	Monday 11/28 6:00 p.m. [Zeiset]	<ul style="list-style-type: none"> • AAHPA Conference
NOVEMBER		No Regular Meeting		<ul style="list-style-type: none"> • Seattle Fish Expo • Approve Meeting Schedule for Upcoming Year
DECEMBER	Wednesday 12/7 5:00 p.m.	Wednesday 12/14 5:00 p.m.	Monday 1/9/2023 6:00 p.m. [Shavelson]	<ul style="list-style-type: none"> • Land Allocation Plan Review

*The Commission's opportunity to give their report to City Council is scheduled for the Council's regular meeting following the Commission's regular meeting, under Agenda Item 8 – Announcements/ Presentations/ Borough Report/Commission Reports.

**City Council's March meeting will be held on a Tuesday due to Seward's Day.