

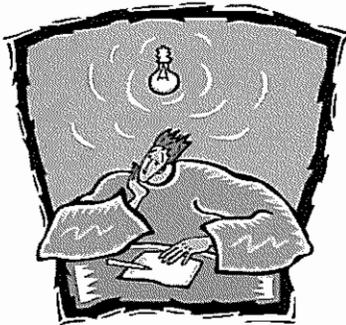
Lease Committee



Regular Meeting
Thursday July 14, 2011
3:00 p.m.



City Hall Cowles Council Chambers
491 E. Pioneer Avenue
Homer, Alaska



**NOTICE OF MEETING
REGULAR MEETING AGENDA**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA** *(The Public may speak to the Committee regarding matters on the agenda that are not scheduled for Public Hearing. There is a 3 minute time limit.)*
- 4. APPROVAL OF MINUTES** *(Minutes are approved during regular meetings only)*
 - A. Meeting Minutes for Regular Meeting April 14, 2011 Page 5
 - B. Meeting Minutes for Special Meeting May 17, 2011 Page 11
 - C. Meeting Minutes for Special Meeting June 9, 2011 Page 15
- 5. VISITORS** *(For scheduled guest, time limit 10 minutes.)*
- 6. STAFF & COUNCIL REPORTS/COMMITTEE REPORTS/BOROUGH REPORTS**
 - A. Staff Report – Updates and Status Reports
- 7. PUBLIC HEARING** *(Time Limit for testimony is set at 3 minutes per person.)*
- 8. PENDING BUSINESS** *(Testimony or presentation by a proposal applicant is set at 10 minutes.)*
 - A. Additional Guidelines for Reviewing Proposals Submitted by Non-Profit Organizations for Leases on City Owned Property Page 17
 1. Copy of Homer Foundation grant Guidelines for Non-Profits Page 19
- 9. NEW BUSINESS** *(Testimony or presentation by a proposal applicant is set at 10 minutes.)*
 - A. 2012-2017 Capital Improvement Plan Page 25
 - B. Scheduling a Special Meeting to Review Proposals Received Page 121
- 10. INFORMATIONAL MATERIALS**
 - A. Ordinance 11-25, Amending Homer City Code 18.08.120, Sublease, Regarding the Charging of Additional Rent for Subleases of City Property Page 123
 - B. Resolution 11-041, Approving and Adopting a New Amended Standard Ground Lease Document and Authorizing the Amendment of the City of Homer Property Management Policy and Procedures Manual to Conform to the Amended Standard Ground Lease Document. Page 125
 - C. Amended Ground Lease and Security Agreement Page 127
 - D. Lease Expiration Updated Page 163
- 11. COMMENTS OF THE AUDIENCE**
- 12. COMMENTS OF THE CITY STAFF**
- 13. COMMENTS OF THE COUNCILMEMBER (If one is assigned)**
- 14. COMMENTS OF THE CHAIR**
- 15. COMMENTS OF THE COMMITTEE**
- 16. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 13, 2011 AT 3:00 P.M.** at City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue Homer, Alaska 99603.

Session 11-03 A Regular Meeting of the Lease Committee was called to order at 3:05 pm on April 14, 2011 by Chair Shelly Erickson at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMITTEEMEMBERS ERICKSON, HAWKINS, ABOUD, MAURAS,
ZIMMERMAN AND YAGER

STAFF: CITY MANAGER WALT WREDE
ADMINISTRATIVE ASSISTANT TERRY FELDE
ADMINISTRATIVE SUPERVISOR LISA ELLINGTON
DEPUTY CITY CLERK RENEE KRAUSE

APPROVAL OF THE AGENDA

Chair Erickson requested a motion to approve the agenda.

ZIMMERMAN/MAURAS – MOVED TO APPROVE THE AGENDA.

The agenda was approved by consensus of the Committee.

PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA *(3 Minute Time Limit)*

There were no public comments on the agenda.

RECONSIDERATION

There were no items for reconsideration.

APPROVAL OF MINUTES

(Minutes are approved during regular meetings)

- A. Meeting Minutes for the Regular Meeting of January 13, 2011
- B. Meeting Minutes for the Special Meeting of February 9, 2011

MAURAS/HAWKINS - MOVED TO APPROVE THE MINUTES AS PRESENTED FOR JANUARY 13, 2011 AND FEBRUARY 9, 2011.

There was no discussion.

The minutes were approved by consensus of the Committee.

VISITORS

There were no visitors scheduled.

STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS

(Chair set time limit not to exceed 5 minutes)

- A. Staff Report – Status of Rental Agreement, Rental Fee documents

Terry Felde provided a verbal report on the Short Term Agreement and a draft was provided for the Committee's review in the packet. The rental rate is set at \$2.00 per square foot amounting to the monthly cost of \$500.00 based on the recommendation of the 250 square foot lot. The research conducted in determining this rate was comparable to other rental rates for short term rental periods. Appraisers, real estate agents, and the Seward Harbor were contacted for comparison rates. Upon notification on a recent inquiry by a possible tenant they did not "blink an eye" at the cost.

Mr. Zimmerman requested clarification on parking requirements for the rental kiosks. He was referring to Item #1 Grant of License – The last sentence starting with "Other than access to..."

Ms. Felde responded that this was not directed to parking requirements for customers; it was directed at the tenant using additional space outside the square footage that they rented for storage, parking, etc.

Mr. Zimmerman stated that the two week notice requirement on the City's part for termination of the rental agreement was too short in his opinion. Chair Abboud questioned whether this followed the State of Alaska regulations.

Staff noted that they will have to verify that requirement.

Mr. Yager responded that a full 30 day notice must be given according to the Landlord Tenant Act. He was not sure it applied to land lease/rental agreements. He questioned if the tenant would be required to fill out itinerant merchant license packet that included fingerprinting that is distributed by the Police Department.

Staff responded that there will be two different types of business permits one is a food service permit and there is an application packet; the Police Department issues the permits. There is another packet for a retail service permit. If the business is a short term, seasonal business they do not have to fill out the itinerant merchant license or permit. That permit is designed for a business that will be in place 60 days or less.

Staff further noted that this agreement was created from a council approved document issued in 2006 and some items from a document used by the City of Seward. It was confirmed that the document was not submitted to the City Attorney as they wanted to keep it simple.

There were no additional comments, questions or discussions.

PUBLIC HEARING *(3 minute time limit)*

There were no public hearings scheduled.

PENDING BUSINESS

There were no pending business items.

NEW BUSINESS

A. Review and Recommendation of the Base Lease Documents

Mr. Yager stated that he would prefer to see the changes within the document.

Staff responded that due to the number of amendments they felt it would be simpler to provide the new document and the old document.

Mr. Yager commented that he was not sure what to study and not study prior to a meeting and was wondering if a worksession could be held a couple of days or just prior to the scheduled meetings.

Chair Erickson requested clarification on the document and if this has been to council for approval.

Staff responded that it is scheduled for council review and it is desired to have the Lease Committee's input on the requested document. Staff further noted that depending on the nature of the tenant's business will determine the content in the lease document.

Chair Erickson noted for the record some of the changes that the Economic Development Commission (EDC) recommended.

Discussion ensued on some of the negative issues that would put you out of compliance of the lease. The possibility of opening the City up to liability using specifics for non-compliance. It was countered that not

using specifics can be the beneficial due to the fact that you could not be removed for inconsequential issues. Further discussion pointed out that there were currently three leases waiting to be executed using this document and the following specific:

Mr. Zimmerman inquired about Article 2 Property, page 3 (page 24 in the packet), Section 2.03, Property Accepted "As Is", regarding environmental conditions of the property such as a statement of condition prior to the lease negotiations. The new base Lease document on Article 10, Environmental Matters, page 17 (page 36 of the packet), Section 10.10, Inspection at Expiration of Term - the Tenant was required to obtain a Phase I environmental inspection at their expense but upon entering the Lease the City was not required to provide any proof of the environmental condition of the property. He opined that in fairness the City should provide a document that certifies the condition of the property and that there is or is not any environmental concerns.

Further discussion on the City sharing responsibility to provide or certify the condition of the proposed land to be leased, when this should be conducted or provided by the City and what the insurance carrier requires for risk management.

Mr. Wrede stated that the Committee can make a motion to address this concern and it would be forwarded to the Council.

Ms. Mauras stated that besides those few issues she felt that staff did very well revising the document and her only concern was the wording used in Article 14, General Provisions, Section 14.18, Governing Law and Venue. Specifically State of Alaska for the Third Judicial District at Homer. She questioned it should read "in Homer."

Clarification that this was standard legal wording was provided by Mr. Wrede.

There was no further discussion on this topic.

Mr. Zimmerman next questioned Article 9, Liability, Indemnity, and Insurance, Section 9.04 Insurance Requirements, he expressed concern over requiring comprehensive auto coverage and Chair Erickson agreed that she read it as a requirement. Further concern that the requirement is over the top and adding the City of Homer as additional insured. There was further discussion on the conditions being considered usual and customary.

Chair Erickson requested a motion to forward a recommendation to council on this document or to hold for further review.

Mr. Wrede stated that they could submit no recommendation if they chose to or that they recommended further review. He reiterated that his concern was for the three lessees waiting on executing the new leases and are currently on a month to month basis.

Mr. Zimmerman had one additional concern regarding Article 6, Use and Improvement of Property, Section 6.08, Disposition of Improvements at End of Term (a.)

Discussion on the paragraph needing more clarification and believed to be ambiguous. It was noted that the following paragraphs offer further clarifications. Mr. Wrede noted that was not the intent of the paragraph and this will be revised prior to submittal to the City Council.

Chair Erickson requested Mr. Yager to read through this document due to his expertise and experience in property management and then meet with the City Manager to point out discrepancies. Mr. Yager agreed but did acknowledge it would take him the weekend to review.

Chair Erickson requested a motion to submit to council or reserve recommendation for further study.

MAURAS/HAWKINS - MOVED TO FORWARD THE BASE LEASE DOCUMENT RECOMMENDING THAT THE CONCERNS EXPRESSED BY THE COMMITTEE DURING THE REGULAR MEETING OF APRIL 14, 2011 SPECIFICALLY SECTION 2.03, SECTION 6.08, SECTION 9.04 AND THE SECTIONS NOTED BY COMMITTEE MEMBER YAGER TO THE CITY MANAGER AFTER HIS INDEPTH REVIEW OF THE REVISED BASE LEASE DOCUMENT, TO BE PRESENTED TO COUNCIL AT THE NEXT REGULAR MEETING OF COUNCIL.

There was discussion on insurance requirements for a company auto and listing the City as Additional Insured.

ZIMMERMAN/MAURAS – FRIENDLY AMENDMENT TO STRIKE SECTION 9.04 FROM THE MOTION AS CONCERNS PREVIOUSLY EXPRESSED HAVE BEEN RESOLVED.

There was no discussion.

The amendment to the motion was approved by consensus.

VOTE. (Main) YES. HAWKINS, ERICKSON, MAURAS, ZIMMERMAN, ABBOD.

VOTE. NO. YAGER.

Motion carried.

Chair Erickson would like to continue moving through this document. She would like to see this on the agenda at another meeting. Mr. Zimmerman inquired if this will be approved by Council. City Manager Wrede stated that Council can pass it or mark it up and even send it back for further review by the Lease Committee. It was noted that this document can be on a future agenda that will allow a more in-depth review to be performed by the Committee if they desire. City Manager Wrede noted if this document is approved by Council he will be immediately getting the lease documents to the three lessees.

There was no further discussion.

B. Discussion on Leasing to Non-Profits

Chair Erickson gave a background summary on her request to have this item on the agenda. She expressed her concern regarding the Pier One Theater lease coming up at the end of the year and with the application of the Wooden Boat Society another Non-Profit requesting a substantial long lease term for an extremely low rental amount. She further explained that she did not want to have decisions based on emotional or political reasons. She stated she would be more comfortable establishing a minimum rate and then Council can take the responsibility to reduce it if they desire. There should be additional options. She would like to hold a very frank discussion on this besides \$1.00 per year. She acknowledged the value that non-profits offer or give back to the community but these entities do make money. She wants to be fair to all parties.

Mr. Wrede commented that this was very timely and explained that contact has been attempted with Pier One and there has been no response at this time.

Mr. Abboud commented that it is a political decision of council on who the community supports, whether museum or whatever organization they support and he is very uncomfortable making the decision on who the Committee show support and gets a dollar lease and it should be based on some minimum qualifications and it should be Council who decides to entertain giving a dollar lease. The committee's decision should be based on some set criteria.

Chair Erickson when they received the proposal from the Wooden Boat Society for one dollar a year was a big thing and there are no criteria in the Lease Policy on leasing to non-profits for the reduced fee and she does not want to address this on an emotional basis. She acknowledged that the Mayor supports Pier One and that's good but she wants to establish something more.

Mr. Wrede noted the requirements outlined in the Lease Policies, there is a requirement to consider fair market value, and Council can approve a lease that is less than that amount but there must be cited reasons to lease for less than fair market value and the benefits to do that.

Mr. Abboud reiterated again that the issues are political and the organizations that get a dollar a year lease usually is a result of strong favor from Council.

Continued discussion on the need to establish a set minimum and criteria for non-profits ensues covering suggestions of charging ten percent of the gross revenue, establishing criteria such as how much tax revenue, how many jobs, investment in the property, how do Foundations judge non-profits, how does the non-profits affect the community, impact on the community, take the feel good out of the equation, the non-profit needs to build their case, a top consideration should be considered that the Harbor is an Enterprise Fund and there is not a lot land remaining on the Spit and does the non-profit add more value to the City than a commercial business would. It was noted that parkland should be considered also. A question to ask would be does the entity need to be on the Spit. The Spit Comprehensive Plan recommendation should also be reviewed and if most non-profits were required to pay market rates they would not last. Comments made were that it will be a moot point in a few years there will be no more land available on the Spit non-profit or otherwise and they could take a hard-nosed look and make if fair market value or nothing. Mr. Wrede brought up the decision council made to have staff develop a plan regarding that parcel since there are so many uses for the parcel. Then they should issue the portion for competitive bid.

Chair Erickson requested that the committee take the next few months before the next regular meeting and think of different, creative things that can, such as half the fair market value, incentive-cise it but allowing them to still get something for the parcel.

Mr. Yager inquired if the Spit Comprehensive Plan expressed a percentage that should be designated for non-profits and then require the non-profits to submit a proposal on why they deserve the opportunity. He commented that if a percentage is designated it would take away the ambiguity, emotion and add meat to the thing; he stated that 10% would not be good because another entity could come and offer 20%. A set amount such as 20,000 square feet could be designated for non-profits as an example.

Mr. Abboud explained that during the draft of the Spit Comp Plan it was acknowledged that the Port & purchased the property for a substantial amount and it was determined that they did not want to take away the opportunity to get a return on their investment and they did not want to force the Enterprise Fund to absorb a charitable work. So they did not designate any required amount for parkland, non-profits, etc.

Chair Erickson requested this on the agenda for July meeting and asked the Committee Members to consider and get information on how to develop a plan to handle this in the future. It allows them think of ideas.

There was no further discussion.

INFORMATIONAL MATERIALS

There were no informational materials.

COMMENTS OF THE AUDIENCE

There were no comments.

COMMENTS OF THE CITY STAFF

City Manager Wrede stated that the Request for proposal has been requested on the Homer Education Recreation Center (HERC) Building and the EDC was tasked with the review of proposals received however the EDC is having difficulty in coming up with a quorum to review the proposals received so this committee would be requested to review the proposals and a special meeting would be required.

Ms. Felde commented that the proposals review and recommendations are required to be completed by May 30, 2011.

Deputy City Clerk Krause commented that due to the heavy use of the Council chambers she strongly recommended the committee to set up a meeting date today. She proceeded to outline the process requirements and noted that if available during the day what dates were available to schedule the special meeting.

It was agreed to meet at 2:30 p.m on May 17, 2011 to review and proposals received on the HERC building. Staff will provide reviews and score sheets so the committee can have all score sheets filled out prior to the meeting.

COMMENTS OF THE COUNCILMEMBER *(If one is appointed)*

There were no councilmembers present.

COMMENTS OF THE CHAIR

Chair Erickson commented they are making progress.

COMMENTS OF THE COMMITTEE

Mr. Hawkins commented that the Wooden Boat Society presented to the Port and Harbor Commission who supported them, and they have presented to the Lease Committee who also supported the idea. It was agreed by both to let the portion for RFP. He said that it appears they are having second thoughts about letting this portion for RFP, and he believes that they should prepare for that emotional testimony if it does not go to RFP.

Mr. Abboud, Mr. Zimmerman, and Ms. Mauras had no comments.

ADJOURN

There being no further business before the Lease Committee Chair Erickson adjourned the meeting at 4:45 p.m. A Special meeting is scheduled for May 17, 2011 at 2:30 p.m. The next regular meeting is scheduled for 3:00 p.m. July 14, 2011 at City Hall, Cowles Council Chambers, 491 E. Pioneer Avenue, Homer, Alaska.

RENEE KRAUSE, CMC, DEPUTY CITY CLERK I

Approved: _____

LEASE COMMITTEE AND
ECONOMIC DEVELOPMENT ADVISORY COMMISSION
SPECIAL MEETING
MAY 17, 2011

UNAPPROVED

Session 11-04 A Special Joint Meeting of the Lease Committee and the Economic Development Advisory Commission was called to order at 2:35 pm on May 17, 2011 by Chair Shelly Erickson at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMITTEEMEMBERS ERICKSON, HAWKINS, ABBOUD, MAURAS,
ZIMMERMAN AND YAGER
COMMISSIONERS NEECE, SIMPSON AND FAULKNER

STAFF: CITY MANAGER WALT WREDE
ADMINISTRATIVE ASSISTANT TERRY FELDE
SPECIAL PROJECTS COORDINATOR ANN MARIE HOLEN
DEPUTY CITY CLERK I RENEE KRAUSE

APPROVAL OF THE AGENDA

Chair Erickson requested a motion to approve the agenda.

MAURAS/ABBOUD – MOVED TO APPROVE THE AGENDA.

The agenda was approved by consensus of the Committee.

PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA (3 Minute Time Limit)

Mr. Brad Faulkner stated he would like to observe the proceedings but was not aware that it was not open to the public. Chair Erickson confirmed that the review of proposal received would be conducted in executive session due to confidential information submitted by the proposers. It was assumed that he was still a member on the Board at Fireweed and that was a direct conflict of interest so the information was not sent to him regarding this meeting. Mr. Faulkner stated that he had no knowledge of any proposal that has been submitted by Fireweed Academy and his only knowledge or contact was notifying the head of the facility there was a RFP out there and she stated they already had it. He confirmed that he has always been a strong supporter of charter schools but has since served his three years and fulfilled his promises made to the academy and has not been a member of the board for approximately six to eight months. He has no knowledge of the contents of the proposal from Fireweed or really if they submitted one.

Mr. Abboud asked if it has been determined that Mr. Faulkner was a party to the meeting. Chair Erickson confirmed that Mr. Faulkner was a current member of the Economic Development Advisory Commission (EDC).

ABBOUD/NEECE – MOVED THAT BRAD FAULKNER HAD A CONFLICT OF INTEREST.

The group discussed the possible conflict of interest that Mr. Faulkner had by being a member of the Board of Fireweed Academy. Mr. Faulkner clarified that he has not been a member on the Board for the previous six to eight months. He stated that he knew no details, contents or even if Fireweed Academy submitted a proposal. He was aware that a meeting was being held between the Lease Committee and the EDC but did not have any additional information or even a packet. He did state that he was and still is a strong supporter for charter schools and will continue to support them. He did not believe he would serve again in the future as he believes he did his penance and served a three year term when his child attended the academy. He confirmed he could view and make a recommendation on any of the proposals submitted with no bias and complete impartiality.

✓VOTE. NO. NEECE, ZIMMERMAN, ABBOUD, MAURAS, ERICKSON, SIMPSON, YAGER, HAWKINS.

Accommodations were made immediately for Commissioner Faulkner to join the group at the table and a packet of information was given for his quick review.

NEW BUSINESS

- A. Memorandum From Deputy City Clerk Re: Request for Executive Session Pursuant to AS §44.62.310(C) (3), Matters, which by Law, Municipal Charter, or Ordinances are Required to be Confidential. (Request for Proposals to Lease Space in the Homer Education Recreation Center)

Chair Erickson stated she would entertain a motion that the committee retire to executive session to review and discuss the proposals.

ABBOUD/NEECE - MOVED TO ADJOURN TO EXECUTIVE SESSION.

There was a brief discussion on the purpose of meeting in executive session.

VOTE. YES. HAWKINS, YAGER, SIMPSON, ERICKSON, MAURAS, ABBOD, NEECE, FAULKNER

Motion carried.

The committee adjourned to executive session at 2:53 p.m.

The committee reconvened at 3:53 p.m. Chair Erickson stated that the Committee has completed its executive session and that they were back on the record. She requested a statement from a committee member as to the outcome of their executive session.

Mr. Yager moved the committee recommended that the City Manager meets with the Fireweed Academy to address the items discussed during the executive session and to look into the prospect of returning the building back to the Borough.

Mr. Faulkner suggested alternative language recommending the City Manager meet with both proposers to assist in fleshing out their proposers and to meet with the Borough to discuss a possible return of the building to the borough.

The Clerk stated that a motion was not required a statement of recommendation or no recommendation was needed.

Chair Erickson clarified for better understanding stated that the committee would like the City Manager to meet with both the proposers and flesh out their proposals and then meet with the Borough to see what needs to be done to take back the school. She confirmed that the committee is not recommending an award at this time. The committee agreed with her statement.

Mr. Yager rescinded his motion due to the new information that it was not required. Mr. Neece removed his second.

There was no further discussion.

INFORMATIONAL MATERIALS

There were no informational materials.

COMMENTS OF THE AUDIENCE

There was no audience present.

COMMENTS OF THE CITY STAFF

There were no comments from Staff.

COMMENTS OF THE COUNCILMEMBER *(If one is appointed)*

There were no councilmembers present.

COMMENTS OF THE CHAIR

Chair Erickson thanked everyone for putting in the time and meeting together on this matter.

COMMENTS OF THE COMMITTEE

There were no committee member comments.

COMMENTS OF THE COMMISSIONERS

Commissioner Simpson and Neece had no comments.

Commissioner Faulkner stated that he is known as a big supporter for charter schools and he is also a big supporter of Fireweed and the Boys and Girls Club and he would like to see something worked out to have both entities in the building at no cost to the City. He is hoping everything can be worked out to the best.

ADJOURN

There being no further business before the Lease Committee Chair Erickson adjourned the meeting at 4:00 p.m. The next regular Lease Committee meeting is scheduled for 3:00 p.m. July 14, 2011 and the next regular Economic Development Advisory Commission meeting is June 14, 2011 at 6:00 p.m. at City Hall, Cowles Council Chambers, 491 E. Pioneer Avenue, Homer, Alaska.

RENEE KRAUSE, CMC, DEPUTY CITY CLERK I

Approved: _____

Session 11-05 A Special Meeting of the Lease Committee was called to order at 3:05 pm on June 9, 2011 by Chair Shelly Erickson at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMITTEEMEMBERS ERICKSON, HAWKINS, ABBOUD, MAURAS,
ZIMMERMAN AND YAGER

STAFF: ADMINISTRATIVE ASSISTANT TERRY FELDE
ADMINISTRATIVE SUPERVISOR LISA ELLINGTON (PORT)
DEPUTY CITY CLERK I RENEE KRAUSE

APPROVAL OF THE AGENDA

Chair Erickson requested a motion to approve the agenda.

MAURAS/ABBOUD – MOVED TO APPROVE THE AGENDA.

The agenda was approved by consensus of the Committee.

PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA *(3 Minute Time Limit)*

There was no public present.

NEW BUSINESS

- A. Memorandum From Deputy City Clerk Re: Request for Executive Session Pursuant to AS §44.62.310(C) (3), Matters, which by Law, Municipal Charter, or Ordinances are Required to be Confidential. (Request for Proposals to Lease Parcel J: Lot 11, Homer Spit Subdivision No. 5, on Freight Dock Road and to Lease Parcel L: Lot 19, Homer Spit Subdivision No. 5, on Freight Dock Road

Chair Erickson stated she would entertain a motion that the committee retire to executive session to review and discuss the proposals.

MAURAS/ABBOUD - MOVED TO ADJOURN TO EXECUTIVE SESSION TO DISCUSS THE PROPOSALS RECEIVED REQUEST FOR PROPOSALS TO LEASE PARCEL J: LOT 11, HOMER SPIT SUBDIVISION NO. 5, ON FREIGHT DOCK ROAD AND TO LEASE PARCEL L: LOT 19, HOMER SPIT SUBDIVISION NO. 5, ON FREIGHT DOCK ROAD.

There was a brief discussion and explanation on the purpose of meeting in executive session.

VOTE. YES. ZIMMERMAN, ABBOUD, MAURAS, ERICKSON, YAGER, HAWKINS

Motion carried.

The committee adjourned to executive session at 3:10 p.m.

The committee reconvened at 3:45 p.m. Chair Erickson stated that the Committee has completed its executive session and that they were back on the record. She requested a statement from a committee member as to the outcome of their executive session.

Mr. Hawkins stated that the Committee met in executive session to discuss a lease proposal received on Parcel J, Lot 11 Homer Spit Subdivision No. 5 on Freight Dock Road and will be forwarding their recommendation to City Council to authorize the City Manager to enter into negotiations for the entire lot; the term to be two to five years; and competitive lease rates. Further recommend that the City Manager work with the proposer to complete the application.

Chair Erickson noted for the record that Committee member Zimmerman was determined to have a conflict of interest and was not present, nor participated in the discussion and decision on the following proposal.

Mr. Hawkins stated that the Committee met in Executive Session to discuss a lease proposal received on Parcel L, Lot 19, Homer Spit Subdivision No. 5 on Freight Dock Road and will be forwarding a recommendation to City Council to authorize the City Manager to enter into negotiations with the proposer; and to work with the proposer on completing the lease application.

There was no further discussion.

INFORMATIONAL MATERIALS

There were no informational materials.

COMMENTS OF THE AUDIENCE

There was no audience present.

COMMENTS OF THE CITY STAFF

There were no comments from Staff.

COMMENTS OF THE COUNCILMEMBER *(If one is appointed)*

There were no councilmembers present.

COMMENTS OF THE CHAIR

Chair Erickson requested the Committee members to keep an eye on their emails as the meeting may be changed to Wednesday, July 13, 2011 or it will be conducted on the next regular meeting day, Thursday, July 14, 2011.

COMMENTS OF THE COMMITTEE

Ms. Mauras thanked Ms. Felde for putting the packet together this month.

ADJOURN

There being no further business before the Lease Committee, Chair Erickson adjourned the meeting at 3:53 p.m. The next regular Lease Committee meeting is scheduled for 3:00 p.m. July 14, 2011 at City Hall, Cowles Council Chambers, 491 E. Pioneer Avenue, Homer, Alaska.

RENEE KRAUSE, CMC, DEPUTY CITY CLERK I

Approved: _____

Office of the City Clerk

Jo Johnson, CMC, City Clerk

Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



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Extension: 2224

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Email: clerk@ci.homer.ak.us

MEMORANDUM

TO: LEASE COMMITTEE
FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK I
DATE: July 7, 2011
RE: ADDITIONAL GUIDELINES FOR REVIEWING PROPOSALS SUBMITTED BY NON-PROFIT ORGANIZATIONS FOR LEASES ON CITY PROPERTY.

Background

Chair Erickson requested a discussion on including better guidelines to review and making recommendations for proposals received from non-profit organizations to lease city owned property at the Regular Meeting on April 14, 2011 and requested it to be on the July agenda for further discussion and recommendations from the other committee members on changes or clarifications to handle these types of proposals. An Excerpt from the meeting minutes follows:

B. Discussion on Leasing to Non-Profits

Chair Erickson gave a background summary on her request to have this item on the agenda. She expressed her concern regarding the Pier One Theater lease coming up at the end of the year and with the application of the Wooden Boat Society another Non-Profit requesting a substantial long lease term for an extremely low rental amount. She further explained that she did not want to have decisions based on emotional or political reasons. She stated she would be more comfortable establishing a minimum rate and then Council can take the responsibility to reduce it if they desire. There should be additional options. She would like to hold a very frank discussion on this besides \$1.00 per year. She acknowledged the value that non-profits offer or give back to the community but these entities do make money. She wants to be fair to all parties.

Mr. Wrede commented that this was very timely and explained that contact has been attempted with Pier One and there has been no response at this time.

Mr. Abboud commented that it is a political decision of council on who the community supports, whether museum or whatever organization they support and he is very uncomfortable making the decision on who the Committee show support and gets a dollar lease and it should be based on some minimum qualifications and it should be Council who decides to entertain giving a dollar lease. The committee's decision should be based on some set criteria.

Chair Erickson when they received the proposal from the Wooden Boat Society for one dollar a year was a big thing and there are no criteria in the Lease Policy on leasing to non-profits for the reduced fee and she does not want to address this on an emotional basis. She acknowledged that the Mayor supports Pier One and that's good but she wants to establish something more.

Mr. Wrede noted the requirements outlined in the Lease Policies, there is a requirement to consider fair market value, and Council can approve a lease that is less than that amount but there must be cited reasons to lease for less than fair market value and the benefits to do that.

Mr. Abboud reiterated again that the issues are political and the organizations that get a dollar a year lease usually is a result of strong favor from Council.

Continued discussion on the need to establish a set minimum and criteria for non-profits ensues covering suggestions of charging ten percent of the gross revenue, establishing criteria such as how much tax revenue, how many jobs, investment in the property, how do Foundations judge non-profits, how does the non-profits affect the community, impact on the community, take the feel good out of the equation, the non-profit needs to build their case, a top consideration should be considered that the Harbor is an Enterprise Fund and there is not a lot land remaining on the Spit and does the non-profit add more value to the City than a commercial business would. It was noted that parkland should be considered also. A question to ask would be does the entity need to be on the Spit. The Spit Comprehensive Plan recommendation should also be reviewed and if most non-profits were required to pay market rates they would not last. Comments made were that it will be a moot point in a few years there will be no more land available on the Spit non-profit or otherwise and they could take a hard-nosed look and make if fair market value or nothing. Mr. Wrede brought up the decision council made to have staff develop a plan regarding that parcel since there are so many uses for the parcel. Then they should issue the portion for competitive bid.

Chair Erickson requested that the committee take the next few months before the next regular meeting and think of different, creative things that can, such as half the fair market value, incentive-cise it but allowing them to still get something for the parcel.

Mr. Yager inquired if the Spit Comprehensive Plan expressed a percentage that should be designated for non-profits and then require the non-profits to submit a proposal on why they deserve the opportunity. He commented that if a percentage is designated it would take away the ambiguity, emotion and add meat to the thing; he stated that 10% would not be good because another entity could come and offer 20%. A set amount such as 20,000 square feet could be designated for non-profits as an example.

Mr. Abboud explained that during the draft of the Spit Comp Plan it was acknowledged that the Port & purchased the property for a substantial amount and it was determined that they did not want to take away the opportunity to get a return on their investment and they did not want to force the Enterprise Fund to absorb a charitable work. So they did not designate any required amount for parkland, nonprofits, etc.

Chair Erickson requested this on the agenda for July meeting and asked the Committee Members to consider and get information on how to develop a plan to handle this in the future. It allows them think of ideas.

There was no further discussion.

Recommendation

Make a motion to bring this to the floor for discussion.

THE HOMER FOUNDATION
GRANT GUIDELINES
FY11 Grants Cycle
(July 1, 2010 – June 30, 2011)

The Homer Foundation is a publicly supported tax-exempt organization founded in 1991 to enhance and foster charitable and philanthropic giving in the greater Homer Area. This is accomplished by:

- Attracting gifts and bequests from many donors;
- Creating permanent endowments dedicated to improving the quality of life for Homer area citizens forever;
- Managing its funds through cooperative investment and prudent management of its gifts and bequests;

The Homer Foundation seeks to distribute funds in a manner consistent with its Mission Statement and as requested by specific donor interests. The general policy of the Foundation is to fund innovative, creative projects that have a high likelihood of success and will have a long-term, positive impact on the communities we serve.

Our Service Area: southern Kenai Peninsula, from Ninilchik south including the communities across Kachemak Bay.

Our Project Area: preference will be given to projects or programs that take place **within** our service area. However, consideration will be given to projects occurring **outside** our service area if the applicant can establish that direct benefits will accrue to our communities as a result of the project/program.

Who is Eligible to Receive Funds?

Non-Profit Organizations: recognized by the IRS under section 501(c)(3), and other qualified not-for-profit entities.

Societies and Groups: not recognized by the IRS under section 501(c)(3), but are functioning to enhance the quality of life in the same region as cited above, are eligible for consideration for projects that benefit the communities we serve. (The Homer Foundation will provide expenditure responsibility for any grant funds awarded to non-exempt organizations.)

Individuals: must be a resident of the region as described above. Requests will be considered on the merit of the project and how it will benefit the community. (The Homer Foundation will provide expenditure responsibility for any grant funds awarded.)

Award Process: Awards are made year-round, depending on availability of funds. The Distributions Committee has the authority to approve awards up to \$4000, and responses to applicants at this level can be expected within two weeks. These requests may be 1) approved, 2) declined, or 3) funded at a level other than amount requested. The Distributions Committee will also consider requests in excess of \$4000. If the Committee supports the application they will forward it to the Board of Trustees, and the full Board will be asked to vote on the decision. Again, grants may be approved, declined or funded at a level other than requested. This process may take as long as three months. The same application form is used, but you may be asked to supply a copy of the organization's current year operating budget, or other support materials.

Applications: All applications must be complete, properly signed, and submitted on the current Foundation application form. Fax and digital application will be accepted if legible and signed by a fiduciary. Each application must include a project budget. Larger requests (in excess of \$4,000) will also require the organization's current operating budget. Forms are available from the Homer Foundation

located downstairs in the Kachemak Bay Title building, 3733 Ben Walters Lane, Suite 4, or requested via mail at P.O. Box 2600, Homer, Alaska 99603; phone, 235-0541; Fax, 235-2021; email, info@homerfund.org; or downloaded from our web site at www.homerfund.org. Fax and digital applications will be accepted if legible and include signature of a fiduciary.

Prior Grants Awarded: In FY10 the Homer Foundation awarded over \$80,000 from all sources. A list of past grantees may be found in our annual report, which may be requested from the Foundation and is also posted on the HF website: www.homerfund.org.

Letter of Agreement: Once an award is made, applicants are notified by mail. A Letter of Agreement must be signed for compliance and returned to the Homer Foundation before an award check will be issued. The Letter of Agreement must be signed by a fiduciary of the organization, or if a school, the building principal.

Project Report and Final Evaluation: Within 60 days of project completion, grantees are required to submit the Final Evaluation Cover Sheet and a final summary to include: how the funds were expended; how the project benefited the community; copies of publicity; and photographs, if available.

Other Homer Foundation Grant Programs:

Scholarships: The Homer Foundation manages a variety of scholarship funds. These scholarship programs each have a separate application process. Contact the Homer Foundation for more information.

City of Homer Grants Program: The Homer Foundation administers the City of Homer Grants Program. This is an annual grants program supporting grass-roots nonprofit organizations that have a facility and that provide services within the City of Homer. The grant requires a separate application form, and is dependent upon an annual City appropriation.

YAC Grants: The Homer Foundation's Youth Advisory Committee administers an annual grants program for projects affecting youth issues. This grant program is administered by the Youth Advisory Committee and requires a separate application process.

Contact the Homer Foundation for more information.

CONTACT: Joy Steward, Director
The Homer Foundation
P.O. Box 2600
Homer, AK 99603
235-0541 voice, 235-2021 fax
jsteward@homerfund.org
www.homerfund.org

Located downstairs in the Kachemak Bay Title Building
3733 Ben Walters Lane, Suite 4, Homer, AK

Grant # _____
Date Rec'd _____

Exempt Status confirmed by staff _____

**FY11 Grants Cycle
(July 1, 2010 – June 30, 2011)
THE HOMER FOUNDATION
GRANT APPLICATION**

APPLICANT: _____ DATE: _____

Please Check: 501(c)(3) Non-Profit Org EIN# _____
 Must attach a copy of your IRS Letter of Determination
 Society/Group* Individual*
*Expenditure responsibility provided for funds awarded to non-exempt entities.

APPLICANT ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

PHONE #: _____ EMAIL: _____ WEBSITE: _____

PROJECT TITLE: _____

PROJECT START/END DATES: _____

TOTAL PROJECT COST: \$ _____ AMOUNT REQUESTED: \$ _____

1. Provide a brief description of your organization, society, group, entity, summarizing your mission, goals and objectives. For an individual, describe your involvement in the community and your experience/expertise as it relates to this project. (Use only space provided.)

The Homer Foundation
FY11 GRANTS PROGRAM - PROJECT BUDGET DETAIL SHEET

ORGANIZATION NAME: _____

PROJECT TITLE: _____

PROJECT BUDGET: Please provide complete budget detail for this project (fill in only the blanks that pertain to this project). In the space provided for budget narrative, or on a separate sheet, be sure to explain how Homer Foundation funds would be used, or prioritize your funding needs. Indicate which revenue sources have been realized and which are pending. Explain any discrepancies.

PROJECT REVENUES:

<u>Earned Income (list detail):</u>	<u>Cash</u>	<u>In-Kind</u>	<u>Total</u>
Fundraisers _____ _____	_____	_____	_____
Fees for Services _____ _____	_____	_____	_____
Sales of Goods/Merchandise _____ _____	_____	_____	_____
Memberships _____	_____	_____	_____
Other (Specify) _____ _____	_____	_____	_____
<u>Private Gifts, Grants & Contributions (list detail):</u>			
Individual Contributions (do not list names)	_____	_____	_____
Corporations (list names and amounts) _____ _____	_____	_____	_____
Homer Foundation Request Amount			
Other Foundations (list names and amounts) _____ _____	_____	_____	_____
Other (Specify) _____ _____	_____	_____	_____
<u>Government (list detail):</u>			
Federal _____	_____	_____	_____
State _____	_____	_____	_____
City of Homer _____	_____	_____	_____
Other (Specify) _____ _____	_____	_____	_____
<u>Other Income (list detail):</u>			
_____ _____	_____	_____	_____
_____	_____	_____	_____
TOTAL PROJECT REVENUES	_____	_____	_____

PROJECT EXPENSES:

	<u>Cash</u>	<u>In-Kind</u>	<u>Total</u>
Salaries/fees _____	_____	_____	_____
_____	_____	_____	_____
Travel _____	_____	_____	_____
Facilities _____	_____	_____	_____
_____	_____	_____	_____
Supplies (be specific) _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Other (be specific) _____	_____	_____	_____
_____	_____	_____	_____
TOTAL PROJECT EXPENSES	_____	_____	_____
PROFIT/LOSS	_____	_____	_____

BUDGET NARRATIVE:

Office of the City Clerk

Jo Johnson, CMC, City Clerk

Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



491 E. Pioneer Avenue
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Extension: 2227
Extension: 2224

Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM

TO: LEASE COMMITTEE
FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK I
DATE: July 7, 2011
RE: 2012-2017 CAPITAL IMPROVEMENT PLAN

Background

In researching the last few years of Lease Committee meetings it came to my attention that the Lease Committee had not weighed in on the City of Homer Capital Improvement Plan (CIP). As described in Anne Marie Holen Memorandum on the next page, this is a yearly process to determine the top 15 capital projects that are most important to the community. Each year the standing commissions, board, and committees take part in reviewing past recommendations and submitting the top five or six capital projects in priority order to City Council.

Recommendation

Review the draft CIP document carefully and list five or six projects in priority that the Committee members consider important projects for the community. These projects can be existing projects with the same priority levels as last year, they can be reprioritized or the committee may recommend new projects for Council's consideration.

Office of the City Clerk

Jo Johnson, CMC, City Clerk

Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



491 E. Pioneer Avenue
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Extension: 2224

Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM 11-XX

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL

CC: ANNE MARIE HOLEN, SPECIAL PROJECTS COORDINATOR

FROM: LEASE COMMITTEE

DATE: JULY 14, 2011

SUBJ: CAPITAL IMPROVEMENT PLAN, 2012 RECOMMENDATIONS

Background

The Lease Committee discussed the 2012-2017 Capital Improvement Plan at its July 14, 2011 regular meeting.

The Committee recommended the following projects in priority order:

- 1.
- 2.
- 3.
- 4.
- 5.

Recommendation

No action required. Advisory in nature.



City of Homer

Memorandum

TO: City of Homer Boards and Commissions
FROM: Anne Marie Holen, Special Projects Coordinator *amb*
DATE: May 31, 2011
SUBJECT: City of Homer Capital Improvement Project list

Each year, the City of Homer updates its Capital Improvement Plan. This is a 6-year document describing capital projects which have been determined to be community priorities. (See separate handout explaining the CIP process in more detail.)

Part of the CIP development process is to solicit input and recommendations from most of the City's advisory bodies. That input is then forwarded to the City Council. The type of input you provide is up to you. For example, the body might wish to:

- Decide what you see as the "top 5" projects.
- Make a recommendation for one or more new projects to be added to the CIP.
- Make a recommendation for one or more projects to be dropped from the CIP.
- Suggest that a project scope of work be expanded, reduced, or otherwise changed.

I have provided a draft to serve as a starting point for discussion, consisting of the most recent CIP updated only minimally. Please note that not all department heads have submitted their recommendations. Also, as this memo is being prepared, we don't yet know whether funding for the Homer Area Natural Gas Pipeline and Cruise Ship Dock/Uplands Improvements will be approved for funding by Governor Parnell. If the funding is approved, those projects will be removed from the CIP.

FYI, the projects listed as priorities by boards and commissions last year are listed below.

- The Planning Commission recommended the following CIP projects in priority order:
 1. Alternative Water Source
 2. Sewer Treatment Plant Bio-solids Treatment Improvements
 3. Port & Harbor Building
 4. Deep Water Dock Expansion
 5. Skyline Fire Station
- The Parks and Recreation Commission and Library Advisory Board did not discuss the CIP due to lack of quorum for a meeting during the comment period.
- The Port and Harbor Commission ranked CIP projects as follows:
 1. Upgrade System 5 - Vessel Shore Power & Water
 2. Harbor Entrance Erosion Control
 3. Port & Harbor Building
 4. Harbor Float Replacement/Ramp 3 Gangway & Approach Replacement
 5. Deep Water Dock Expansion - Phase I
- The Economic Development Commission ranked CIP projects as follows:
 1. Alternative Water Source
 2. Sewer Treatment Bio-solids Treatment Improvements

3. Engine 4 Refurbishment and Deep Water Dock Upland Improvements (tie)
 4. Sterling Highway Realignment, MP 150-157
 5. Skyline Fire Station and Main Street Intersection/Reconstruction (tie)
- o The Transportation Advisory Committee ranked CIP projects as follows:
1. Fairview Avenue - extend to West Hill Road (NOTE: This project used to be in the CIP but was moved from the active CIP to the "long-range" list in 2008.)
 2. Intersection Improvements
 3. Land Acquisition for New Roads
 4. Karen Hornaday Park Improvements
 5. Town Center Infrastructure

**EVERYTHING YOU ALWAYS WANTED TO KNOW ABOUT THE CITY OF HOMER
CAPITAL IMPROVEMENT PLAN**

by Anne Marie Holen, City of Homer Special Projects Coordinator

Q: What is a CIP?

A: CIP stands for Capital Improvement Plan. It is a multi-year document that lays out community priorities for capital projects, including (for each one) a project description, rationale for why it's needed (benefits to the community), description of progress to date (money raised, plans drawn up, etc.), and estimated total cost. For City of Homer projects, additional information is provided on the timeline for completion.

NOTE: A Capital Improvement Plan is not a funding request. From the City's standpoint, it is a plan. From the standpoint of a non-profit organization, it is a mechanism to raise awareness of a needed project and increase chances of funding from various sources. Nominating a project for inclusion in the CIP should not be thought of as a request for City funding.

Q: What is a capital project?

A: A capital project is a major, non-recurring budget item that results in a fixed asset (like a building, road, parcel of land, or major piece of equipment) with a useful life of at least two years. Designing and building a new library is a capital project. Planning and implementing an after-school reading program is not a capital project. Most of the projects in the City of Homer CIP are City projects, but some are community projects spearheaded by a non-profit organization (e.g., Pratt Museum) or state or federal agency (e.g., Alaska DOT or Kachemak Bay Research Reserve). City of Homer CIP projects must have an estimated cost of at least \$50,000. Those from non-profit organizations must have an estimated cost of at least \$25,000.

Q: Newspaper articles often refer to the CIP as a "wish list." Is that accurate? If so, what's the point of writing up a "wish list"?

A: That's not entirely accurate. In 2007, the Homer City Council undertook an overhaul of the CIP to eliminate projects that were unlikely to be undertaken in the next six years. This makes the CIP less of a "wish list" and more of an actual plan, at least for City projects.

There are several reasons to maintain a CIP, even when it seems like little progress is being made in accomplishing projects: 1) It helps focus attention on community needs. 2) It helps groups raise money for projects if the sponsor can say that the project has been identified as a community priority in the CIP. 3) Typically a project must be included in the CIP to be eligible for a state legislative appropriation.

Q: What is the process for developing the Capital Improvement Plan?

A: CIP development is a multi-step process that starts around June 1 of each year and ends in November.

Step 1 is to develop the schedule. The schedule must be approved by the City Council.

Step 2 is to publicize the CIP process and invite project nominations from community organizations.

Step 3 is to send a copy of the current CIP to all the City department heads and the City Manager and ask for recommendations for new projects, projects that should be deleted, or changes to existing projects.

Step 4 is to make sure that all the City advisory bodies have a chance to weigh in. They are encouraged to name their “top 5” projects, and that information is passed on to the City Council. They can also suggest new projects, changes to existing projects, or any other recommendations related to the CIP.

During this time, I will start working on a new draft CIP, to be constantly updated throughout the process. NOTE: The document is a DRAFT until it is approved by the City Council. Proposed new projects are kept separate until they are approved by Council.

The City Council typically holds a work session to discuss the CIP and also a public hearing at a regular City Council meeting. Members of the public are encouraged to attend and testify. The City Council will view the CIP as a whole and will also work to identify legislative priorities (a subset of the CIP) for special attention during the coming year.

Step 5 is to finalize the CIP as per City Council approval, and make 30 bound copies. These should be ready to distribute before the end of November. The CIP is also put on the City website.

Q: Are the “legislative priorities” the same as the CIP?

A: No, they are a subset of the CIP. The full CIP might contain 50 projects. All of them have been approved by the City Council and can be considered community priorities. However, the City Council also develops a “short list” of projects on which the City will focus particular attention during the upcoming legislative session. (The goal is to get at least partial funding for a project included in the state capital budget.) The “short list” and the “legislative priorities list” are the same thing.

The state budget process begins with a proposed budget submitted by the Governor in December. The legislature takes the Governor’s budget and works it over starting in mid-January. The House and Senate must both agree on a budget before it is finally passed in mid-April. (NOTE: The “operating budget” is different than the “capital budget.”)

The City’s “short list” may have 10-15 projects on it. An attempt is made to include some less expensive projects along with big expensive ones. Most if not all of the projects on the short list will be City of Homer projects (e.g., for roads, harbor improvements, water and sewer upgrades, etc.) Project descriptions are put in special “packets” tailored specifically to legislators and state commissioners. Typically, the Mayor and one or two City Council members will make one or more trips to Juneau to advocate for funding for these projects. Other groups (e.g., hospital, college, non-profit representatives) also lobby for their favorite CIP projects.

Q: Does the City seek federal funding for CIP projects also?

A: Yes. All three members of the Alaska congressional delegation require local governments and other groups to submit funding requests in February of each year. Typically the City of Homer will select 3-6 projects for which we seek federal funding. In recent years, the City has received partial funding for Deep

Water Dock expansion and for the proposed East Boat Harbor. With the moratorium on federal “earmarks” announced in early 2011, chances of receiving federal funding for a project have diminished substantially.

Q: What advice do you have for a community member who wants to see a particular project included in the CIP?

A: • Keep in mind that if a proposal comes from one of the following, it is automatically forwarded to the City Council for consideration: 1) A City department head, 2) a City advisory body, 3) the Mayor or individual City Council member, 4) a non-profit organization or state/federal government agency. If you can sell your idea to one or more of those, and that person or group gives it to me, I will draft a project description to take to the City Council. **NOTE: Ask for a Project Nomination Form to use for this purpose.**

- Take advantage of opportunities to express support for one or more projects anytime the CIP is on a Council meeting agenda. If you testify earlier in the process, Council members will have more time to consider what you say before making their final decisions. The CIP will be on the Council agenda at least three times: For introduction, public hearing, and final vote. Check with the Clerk’s Office regarding the dates. You can also communicate with City Council members individually.

Further advice: If you are seeking funding for your project through the state legislature, talk to our local state representative (currently Paul Seaton) about that process.

Q: Once a project is approved for inclusion in the CIP, what can I do to make sure it doesn’t just languish there?

A: • Keep your eyes on the prize. If you are with a community group or advisory body, develop a long-range plan and base your CIP request on that plan. Limit your request to one or two items and then keep your attention and energies focused on that goal.

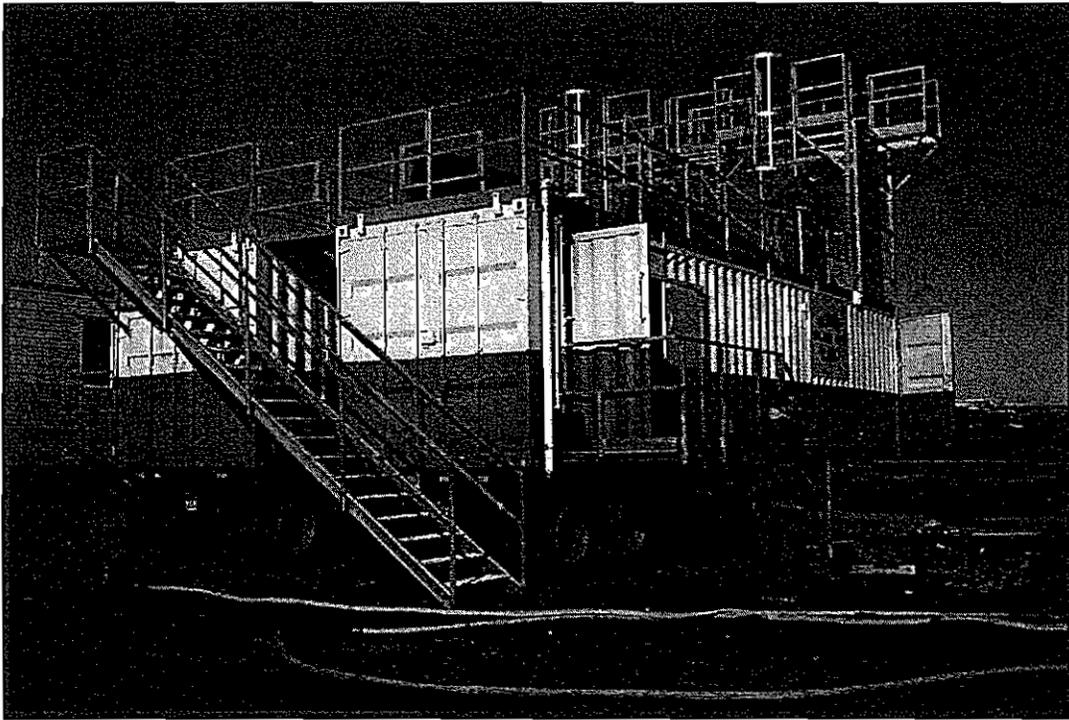
Be realistic in your expectations. Many projects require multiple sources of funding over a period of years. Project success starts with a vision, then a well-developed funding plan, then focused implementation of that plan.

- Finally, I have to say this: If you think the City should be providing more programs, services, facilities, etc. for the people of Homer and providing more support to non-profit organizations, remember that almost all the money at the City’s disposal comes from sales and property tax revenues. Taxes are nothing more than a tool for pooling our resources to buy the things the community wants and needs. Shopping locally helps maintain a healthy revenue stream from sales taxes.

The City can (and does) apply for grants to fund capital projects, but those funders almost always require the City to cover some of the costs with local funds. There is no free lunch.

GOOD LUCK!

City of Homer Capital Improvement Plan 2012-2017



The Homer Volunteer Fire Department prepares to try out a new Fire Training Facility that provides live-fire practice in a controlled setting. The Fire Training Facility, delivered in 2011, had been identified as a need in the Capital Improvement Plan since 2001.

DRAFT

City of Homer
491 E. Pioneer Avenue
Homer, Alaska 99603
907-235-8121



City of Homer

City Manager
491 East Pioneer Avenue
Homer, Alaska 99603
907-435-3102

Fax: (907) 235-3148 E-mail: wwrede@ci.homer.ak.us Web Site: www.ci.homer.ak.us

November 1, 2010

To The Honorable Mayor and Homer City Council:

This document presents the City of Homer 2011 through 2016 Capital Improvement Plan adopted by the Homer City Council on October 11, 2010. The CIP provides information on capital projects identified as priorities for the Homer community. Descriptions of City projects include cost and schedule information and a designation of Priority Level 1 (highest), 2, or 3. State transportation projects and non-profit projects supported by the City of Homer are included in the CIP in separate sections. An overview of the financial assumptions can be found in the Appendix, along with a table listing all projects for easy reference.

"Long-range projects" are those which are not expected to be undertaken in the next six years but which the Council and community do not want to lose sight of. Those projects are listed in the Appendix but should not be considered as true CIP projects.

The projects included in our 2011-2016 CIP were compiled with input from the public, area-wide agencies, and City staff as well as various advisory commissions serving the City of Homer.

It is our intent to update the CIP annually to ensure our long-range capital improvement planning stays current as well as to determine annual legislative priorities and assist with budget development. Your assistance in this effort is much appreciated.

Sincerely,

Walt Wrede
City Manager

To be updated...

CITY OF HOMER
HOMER, ALASKA

Mayor/City Council

RESOLUTION 10-78(A)

A RESOLUTION OF THE HOMER CITY COUNCIL ADOPTING THE 2011-2016 CAPITAL IMPROVEMENT PLAN AND ESTABLISHING CAPITAL PROJECT LEGISLATIVE PRIORITIES FOR FISCAL YEAR 2012.

WHEREAS, A duly published hearing was held on September 27, 2010 in order to obtain public comments on capital improvement projects and legislative priorities; and

WHEREAS, It is the intent of the City Council to provide the Governor, the State Legislature, State agencies, the Alaska Congressional Delegation, and other potential funding sources with adequate information regarding the City's capital project funding needs.

NOW, THEREFORE BE IT RESOLVED by the City Council of Homer, Alaska, that the "City of Homer Capital Improvement Plan 2011-2016" is hereby adopted as the official 6-year capital improvement plan for the City of Homer.

BE IT FURTHER RESOLVED that the following capital improvement projects are identified as priorities for the FY 2012 State Legislative Request.

1. Sewer Treatment Plant Bio-solids Treatment Improvements
2. Skyline Fire Station
3. Harbor Float Replacement/Ramp 3 Gangway & Approach Replacement
4. Port & Harbor Building
5. Fire Engine 4 Refurbishment
6. Natural Gas Pipeline Anchor Point to Homer
7. Alternative Water Source
8. Deep Water Dock Expansion, Phase 1
9. Karen Hornaday Park Improvements, Phase 1
10. Homer Intersection Improvements
11. Deep Water Dock Upland Improvements
12. Mariner Park Improvements, Phase 1
13. Fishing Lagoon Improvements
14. Upgrade System 5: Vessel Shore Power and Water
15. Kachemak Bay Tidal Power Feasibility and Conceptual Design

**To be replaced
with new reso...**

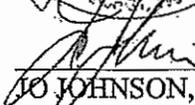
BE IT FURTHER RESOLVED that projects for the FY 2012 Federal Legislative Request will be selected from this list.

BE IT FINALLY RESOLVED that the City Manager is hereby instructed to advise appropriate state and federal representatives and personnel of the City's FY 2012 capital project priorities and take appropriate steps to provide necessary background information.

PASSED AND ADOPTED by a duly constituted quorum of the City Council for the City of Homer on this 11th day of October, 2010.

CITY OF HOMER


MARY E. WYTHE, MAYOR PRO TEMPORE


ATTEST:

JO JOHNSON, CMC, CITY CLERK

Accomplished (funded) Projects from 2011-2016 CIP List

We are pleased to note that funding to complete the following projects has been identified or procured:

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Introduction: The Capital Improvement Program

A capital improvement plan (CIP) is a long-term guide for capital project expenditures. The CIP includes a list of capital projects a community envisions for the future, and a plan that integrates timing of expenditures with the City's annual budget. The program identifies ways projects will benefit the community. The CIP also indicates the priorities assigned to different projects and presents a target construction schedule.

A carefully prepared capital improvement plan has many uses. It can assist a community to:

- Anticipate community needs in advance, before needs become critical;
- Rank capital improvements needs so the most important projects are given consideration for funding before projects not as urgently needed;
- Plan for maintenance and operations costs so expenses are budgeted in advance and projects communities cannot afford to operate are avoided;
- Provide a written description and justification for projects submitted for state funding so the legislature, governor, and appropriate agencies have the information necessary to make decisions about funding capital projects; and
- Provide the basis for capital projects as part of the annual budget.

A capital improvement project is one that warrants special attention in the municipal budget. Normally, public funds are not expended if the project is not listed in the CIP. A capital expenditure should be a major, nonrecurring budget item that results in a fixed asset with an anticipated life of at least two years. Projects eligible for inclusion in the City of Homer CIP have a lower cost limit of \$50,000 for City projects and \$25,000 for those proposed by non-profit organizations. Projects proposed by non-profit organizations and other non-City groups may be included in the CIP with City Council approval but such inclusion does not indicate that the City intends to provide funding for the project.

The municipality's capital improvement plan is prepared in accordance with a planning schedule, usually adopted by City Council at the onset of the CIP process. A copy of the City of Homer CIP schedule appears in the appendix of this document.

The number of years over which capital projects are scheduled is called the capital programming period. The City of Homer's capital programming period coincides with the State's, which is a six year period. The CIP is updated annually, since only some of the projects are funded and completed each year.

A capital improvement plan is not complete without public input. The public should be involved throughout the CIP process, including nomination and adoption states of the process. The City of Homer solicits input from City advisory bodies, advertises for public input during the CIP public hearing, and invites the public to participate throughout the entire process.

The City's capital improvement program integrates the City's annual budget with planning for larger projects that meet community goals. The CIP program involves a process where the City Council, with technical support from the administration and ideas and suggestions from the public, compiles a viable way to implement goals for the community.

Determining project priorities. City of Homer CIP projects are assigned a priority level of 1, 2, or 3, with 1 being the highest priority. To determine priority, the Council considers such questions as:

- Will the project correct a problem that poses a clear danger to human health and safety?
- Will the project significantly enhance City revenues or prevent significant financial loss?
- Is the project widely supported within the community?
- Has the project already been partially funded?
- Is it likely that the project will be funded only if it is identified as being of highest priority?
- Has the project been in the CIP for a long time?
- Is the project specifically recommended in other City of Homer long-range plans?
- Is the project strongly supported by one or more City advisory bodies?

Once the overall CIP list is finalized, the City Council names a subset of projects that will be the focus of efforts to obtain state and/or federal funding in the coming year. The overall CIP and the legislative priority list are approved by resolution.

Integration of the CIP with Comprehensive Plan Goals

Each project listed in the CIP document has been evaluated for consistency with the City's goals as outlined in the Comprehensive Plan. The following goals were taken into account in project evaluation:

- Land Use: Guide the amount and location of Homer's growth to increase the supply and diversity of housing, protect important environmental resources and community character, reduce sprawl by encouraging infill, make efficient use of infrastructure, support a healthy local economy, and help reduce global impacts including limiting greenhouse gas emissions.
- Transportation: Address future transportation needs while considering land use, economics, and aesthetics, and increasing community connectivity for vehicles, pedestrians, and cyclists.
- Public Service & Facilities: Provide public services and facilities that meet current needs while planning for the future. Develop strategies to work with community partners that provide beneficial community services outside of the scope of City government.
- Parks, Recreation & Culture: Encourage a wide range of health-promoting recreation services and facilities, provide ready access to open space, parks, and recreation, and take pride in supporting the arts.
- Economic Vitality: Promote strength and continued growth of Homer's economic industries including marine trades, commercial fishing, tourism, education, arts, and culture. Preserve quality of life while supporting the creation of more year-round living wage jobs.
- Energy: Promote energy conservation, wise use of environmental resources, and development of renewable energy through the actions of local government as well as the private sector.
- Homer Spit: Manage the land and other resources of the Spit to accommodate its natural processes, while allowing fishing, tourism, other marine-related development, and open space/recreational uses.
- Town Center: Create a community focal point to provide for business development, instill a greater sense of pride in the downtown area, enhance mobility for all forms of transportation, and contribute to a higher quality of life.

CIP Categories 2012-2017
Summary of Projects by Year and Cost

CATEGORY	2011	2012	2013	2014	2015	2016	TOTAL \$
LOCAL ROADS & TRAILS	500,000	650,000	5,350,000	-	-	-	6,500,000
STRUCTURES	9,410,000	9,225,000	106,675,000	20,925,000	-	175,000	146,410,000
UTILITIES	11,280,000	6,310,000	18,710,000	200,000	200,000	-	36,700,000
EQUIPMENT	950,000	270,000	210,000	-	-	-	1,430,000
TOTAL \$	22,140,000	16,455,000	130,945,000	21,125,000	200,000	175,000	191,040,000

*Tables will be updated at the end
of the CIP development process*

Local Roads and Trails Summary of Projects by Year and Cost

PROJECT	2011	2012	2013	2014	2015	2016	TOTAL \$
Heath Street, Pioneer to Anderson		400,000	3,600,000				4,000,000
Horizon Loop Trail Feasibility and Conceptual Design							0-
Land Acquisition for New Roads	500,000						500,000
Town Center Infrastructure		250,000	1,750,000				2,000,000
TOTAL \$	500,000	650,000	5,350,000				6,500,000

*Tables will be updated at the end
of the CIP development process*



Heath Street - Pioneer to Anderson

PROJECT DESCRIPTION & BENEFIT: This project provides for the design and construction of a connection from East End Road to Anderson Street. The project will address concerns raised by Alaska DOT/PF regarding the Heath Street/Pioneer and Lake Street/Pioneer intersections and will provide access from East End Road past Homer High School to a developing residential area north of the high school. The City of Homer will work with ADOT engineers to determine the best route (extension of Heath Street vs. extension of Lake Street) to provide safer and more effective circulation, improve emergency access to and from the high school, and reduce congestion at existing intersections.

PLANS & PROGRESS: The improvement is recommended in the 2005 Homer Area Transportation Plan and would implement recommendations of the 2005 Homer Intersections Planning Study (ADOT). The City of Homer has agreed to fund 50% of the project.

Schedule and Cost: 2012-2013 (design)—\$400,000

2013-2014 (construction)—\$3.6 M

Priority Level 1



Contact Mayor Jim Hornaday or City Manager Walt Wrede at 235-8121

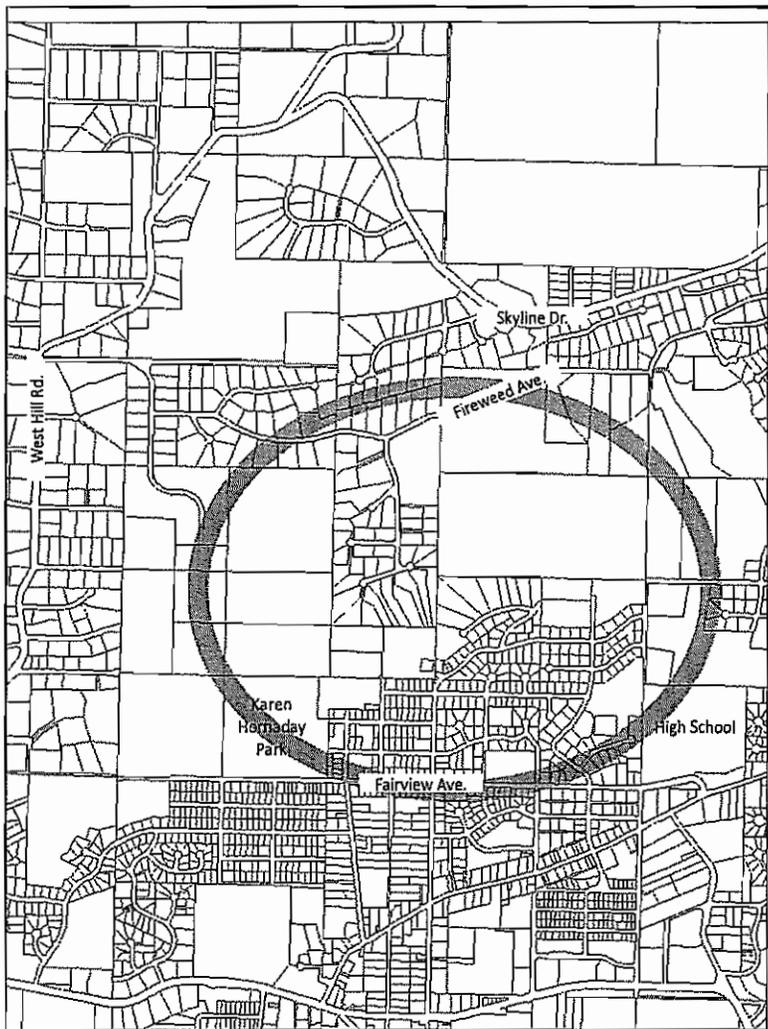


Horizon Loop Trail

Phase 1: Feasibility and Conceptual Design

PROJECT DESCRIPTION & BENEFIT: The Homer Horizon Loop Trail is proposed as a 4 to 5 mile route that would run clockwise from Karen Hornaday Park up around the top of Woodard Creek Canyon, traverse the bluff eastward along Fireweed Avenue, and then drop down to Homer High School. The parking lots of Karen Hornaday Park and Homer High School would provide trailhead parking. Those wishing to complete the loop will easily be able to walk from the high school to Karen Hornaday Park or vice versa via Fairview Avenue. A later stage of trail development will connect the Horizon Loop Trail with the Homestead Trail at Bridge Creek Reservoir.

The trail will fill a need identified by trails advocates for more hiking opportunity on this side of the bay. Many Homer residents will be able to access the trail without having to drive at all, since it will begin and end in the most densely populated area of town, with additional access points on the upper part of the loop. The Homer Non-Motorized Transportation and Trail Plan notes the need for such a trail, which would provide both transportation and recreation benefits.



The oval above indicates the general area of the Horizon Loop Trail. It is not intended to indicate a proposed trail route.

The trail will also provide fitness benefits in that it will be long enough and steep enough to provide a good workout suitable for a wide range of children and adults. While beach walking in Homer is popular, it does not provide the same fitness benefits as a trail with a 600 foot elevation gain. In a 2-3 hour hike, trail users will improve cardiovascular health, build muscles, burn calories, and reap the mental health benefits of fresh air, spectacular views, and a sense of accomplishment. In a year-long assessment effort, the Southern Kenai Peninsula Communities Project, spearheaded by South Peninsula Hospital, identified "Healthy Lifestyle Choices" as its number 1 goal. The proposed Horizon Loop Trail will help meet that goal in the Homer community.

Phase 1 of the project will identify the routing options, begin discussions to establish necessary easements, and develop a preliminary design and cost estimate.

Cost (Phase 1): Staff time

Schedule: 2011

Priority Level 2



Land Acquisition for New Roads

PROJECT DESCRIPTION & BENEFIT: This project will help meet current and future transportation needs by acquiring specific land parcels and rights-of-way to extend five local roads:

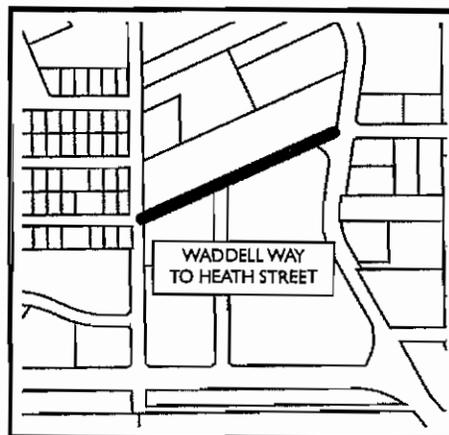
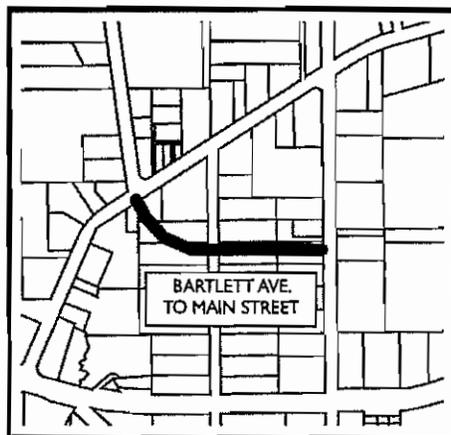
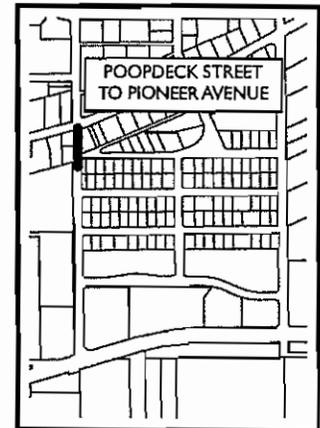
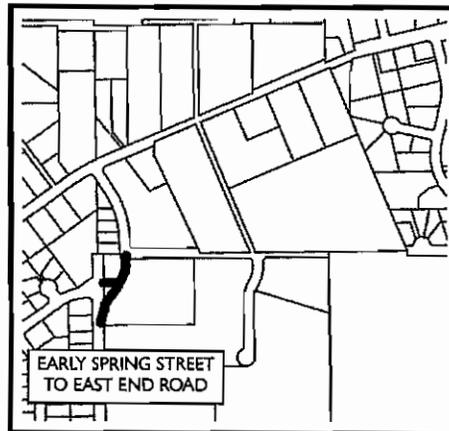
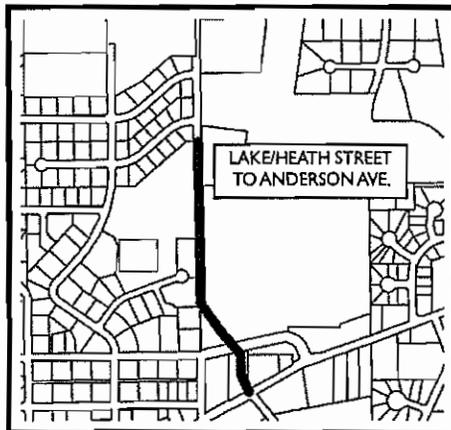
Lake/Heath Street to Anderson Avenue

- Bartlett Street extension south and east to Main Street
- Poopdeck Street extension north to Pioneer Avenue
- Early Spring Street extension north to East End Road
- Waddell Way extension west to Heath Street

PLANS & PROGRESS: All four road projects are recommended in the 2005 Homer Area Transportation Plan.

Cost: \$500,000

Schedule: 2011-13 Priority Level 2





Town Center Infrastructure

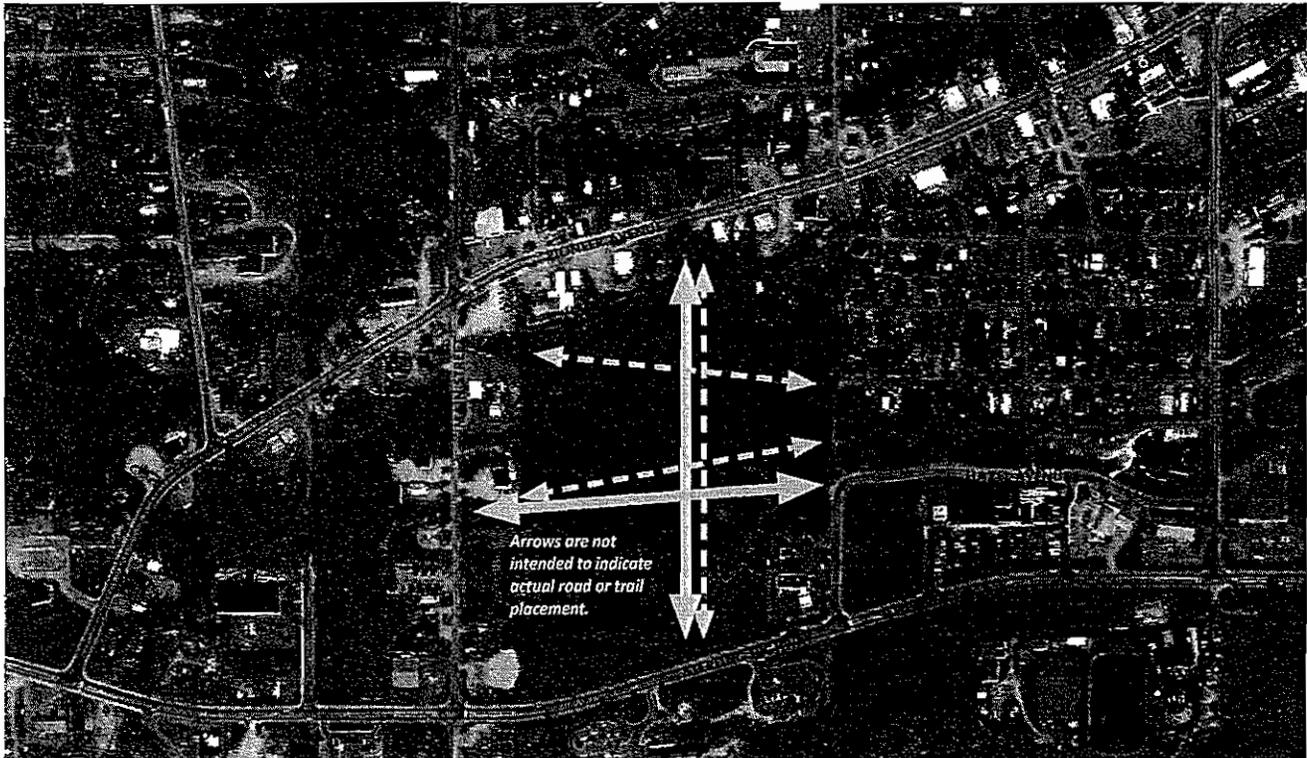
PROJECT DESCRIPTION & BENEFIT: In the Central Business District between Pioneer Avenue and the Sterling Highway and between Main Street and Poopdeck lie approximately 30 acres of undeveloped land, providing a unique opportunity to develop an attractive and lively downtown district in the heart of Homer. Establishing infrastructure is an important step in attracting further investment that will make Town Center a success.

The Town Center Infrastructure Project will begin Phase 1 development of Town Center, as described in the April 2006 Town Center Development Plan. Specifically, it will establish routes and acquire rights-of-way for roads, trails, and sidewalks; identify and carry out needed land exchanges between property owners; and develop the first trails through Town Center along with primary roadways with sidewalks, crosswalks, and utilities.

PLANS & PROGRESS: The Homer Town Center Project began in 1998 (as the Town Square Project) with a goal "to envision and create, through inclusive community planning, an area within the Central Business District of Homer that will be a magnet for the community, provide for business development, instill a greater sense of pride in the downtown area, make Homer more pedestrian-friendly, and contribute to a higher quality of life."

In April 2006, the Homer Town Center Development Plan was adopted by the City Council as a component of the Comprehensive Plan.

Schedule and Cost: 2012-2013 (design)—\$250,000 2013-2014 (construction)—\$1.75 M Priority Level 1



East-west and north-south road connections combined with trails, sidewalks, and parking in Town Center will set the stage for development of an economically vibrant and attractive downtown district in the heart of Homer.

Structures

Summary of Projects by Year and Cost

PROJECT	2011	2012	2013	2014	2015	2016	TOTAL \$
Ben Walters Park Improvements		200,000					200,000
Deep Water Dock Expansion	1,200,000	1,750,000	26,000,000				28,950,000
Deep Water Dock Upland Improvements		800,000					800,000
Downtown Restroom #1			400,000				400,000
East Boat Harbor	1,520,000		78,500,000	20,600,000			100,620,000
End of the Road Park, Phase 1			1,075,000				1,075,000
Fish Dock Restroom		400,000					400,000
Fishing Lagoon Improvements	255,000						255,000
Harbor Entrance Erosion Control			600,000				600,000
Harbor Float Replacement/Ramp 3 Gangway and Approach	5,200,000						5,200,000
Homer Spit Dredged Material Beneficial Use Project	10,000	970,000					980,000
Jack Gist Park Improvements, Phase 1			100,000				100,000
Karen Hornaday Park Improvements, Phase 1	700,000						700,000
Mariner Park Improvements, Phase 1		475,000		325,000		175,000	975,000
Port and Harbor Building	375,000	2,500,000					2,875,000
Public Restroom - Fish Dock		400,000					400,000
Skyline Fire Station	150,000	1,200,000					1,350,000
Upgrade System 5 - Vessel Shore Power and Water		530,000					530,000
TOTAL \$	9,410,000	9,225,000	106,675,000	20,925,000	-	175,000	146,410,000

Tables will be updated at the end of the CIP development process



Ben Walters Park Improvements, Phase 1

PROJECT DESCRIPTION & BENEFIT: Ben Walters Park comprises 2.5 acres on the shore of Beluga Lake, near the intersection of Lake Street and the Sterling Highway. With its central location, proximity to McDonalds restaurant, and access to the lake for winter and summer recreation, it is one of Homer's most frequently visited parks.

Phase 1 of the park improvement project, to replace the dock, was completed in 2009.

Phase 2 will enlarge the parking area and renovate the picnic shelter.

Cost: \$200,000

Schedule: 2012

Priority Level 2



Improvements are needed at Ben Walters Park, including enlarging the parking lot and renovating the shelter.



Deep Water/Cruise Ship Dock: Docking and Upland Passenger Facility Improvements

PROJECT DESCRIPTION & BENEFIT: Classified as an Emerging Port for cruise-ship based tourism, the Port of Homer has seen a dramatic increase in cruise ship bookings in the last three years, from two ships in 2009 to nine in 2010 to fifteen scheduled for 2011. With the goal of encouraging this trend, the City of Homer has developed an Integrated Cruise Ship Enhancement Strategy aimed at utilizing state cruise ship head tax monies to maximize benefits of cruise ship tourism for both passengers and the Homer community. This project will implement key features of that strategy:

- Add docking fender, camel upgrade, and bollard upgrades to the Deep Water Dock (also known as the Cruise Ship Dock) (\$2.15 million). These upgrades will greatly facilitate docking maneuvers and help prevent damage to cruise ships.
- Modify the dock to eliminate bird nesting (\$600,000). The existing open I-beam construction of the Cruise Ship Dock creates ideal nesting sites for hundreds of seagulls, which in turn creates a huge problem with bird excrement and offensive odors. This problem will be largely eliminated by welding steel plates over the open I-beams, removing old fender brackets, and installing bird-deterrent spikes on dock support systems.
- Purchase a broom attachment for the Port forklift, to be used for cleaning the dock prior to cruise ship arrivals (\$10,000).
- Install a steel transition plate to bridge the gap between the dock and the dock trestle, for the full width of the trestle (\$20,000). Currently this gap creates a trip hazard for foot traffic, a particular problem for less agile passengers.
- Construct a guard house for security personnel that includes a public restroom (\$500,000).
- Construct a covered area for passengers waiting for ground transportation (\$50,000).
- Create a level, paved, and fenced staging area specifically for cruise ship passengers (separated from marine industrial uses) (\$100,000). The paved and marked surface will eliminate problems with dust and uneven/hazardous terrain that plague the area now and make it easier to direct passenger and vehicle/bus traffic. Signage will also help eliminate confusion in the staging area.
- Construct a paved ADA-compliant trail along the east side of the existing harbor and Outer Dock Road (4,000 feet). Include three pullout/view areas with benches and signage (\$425,000).
- Construct a paved parking area and covered shelter in the main commercial/retail area of the harbor for passengers embarking/disembarking from buses (\$100,000).
- Construct a paved trail from where the new Spit Trail ends (at End of the Road Park) to Coal Point, to include benches and signage at Coal Point and a restroom at End of the Road Park (\$950,000). The new trail will be utilized by passengers who disembark at either the Cruise Ship Dock or the Pioneer Dock (back-up cruise ship dock). Coal Point provides an outstanding overlook area for observing all the activities of the harbor, including those at the Fish Dock.
- Construct public restrooms with covered bus stops at two downtown locations (\$1 million).
- Include public art and landscaping features with some of the above projects to enhance the visitor experience (\$50,000).



A stinky dock, rough unmarked parking lot, lack of weather protection, and general disheveled appearance at the Cruise Ship Dock uplands do not provide the best first impression of Homer.

Total project cost: \$5,955,000

Schedule: 2011-2013

Contact Mayor Jim Hornaday or City Manager Walt Wrede at 235-8121



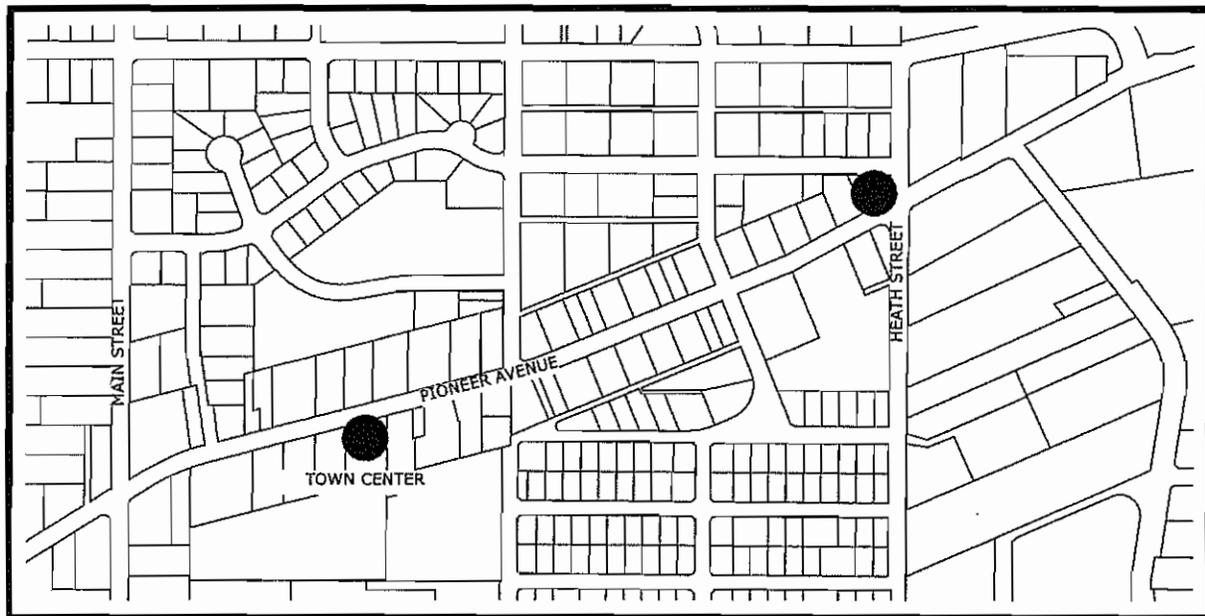
Downtown Restroom

PROJECT DESCRIPTION & BENEFIT: This project will provide the first of two public restrooms in downtown Homer, for the benefit of residents and visitors. Currently, the only public restroom facilities on Pioneer Avenue are in City Hall. With proposed Town Center development, the need for restroom facilities will increase as more people frequent the downtown area. Specific locations proposed for the new restrooms are at the pedestrian trail entrance to Town Center and at WKFL Park, as shown below.

Cost: \$400,000

Schedule: 2013

Priority Level 2



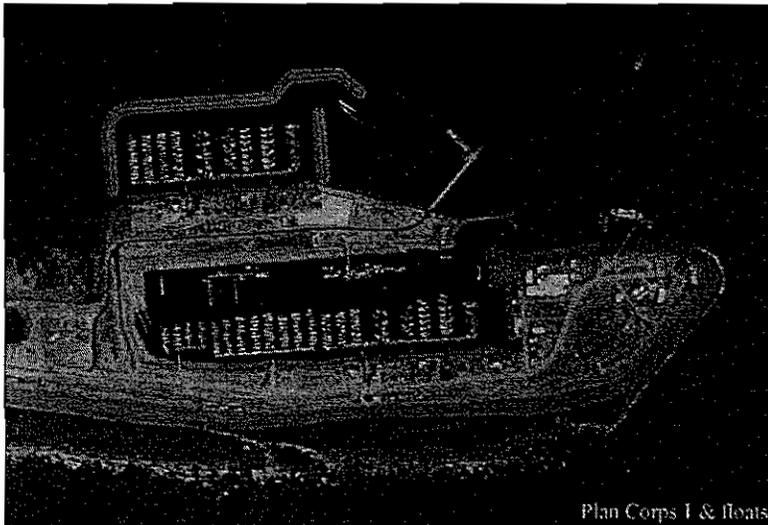


East Boat Harbor

PROJECT DESCRIPTION & BENEFIT: This project will construct a new harbor ranging in size from 11 to 15 acres. It would enhance harbor capabilities by:

- accommodating the large commercial vessels (fishing vessels, workboats, landing craft, tugs, barges, etc.) that are currently congesting the harbor at System 4 and System 5 transient floats, rafting two and three abreast due to shortage of moorage space at the floats, thus overstressing the floats;
- enabling Homer to accommodate and moor the additional 40 to 60 large commercial vessels that potentially would use Homer Harbor as a home port but which have in the past been turned away due to lack of space;
- providing a long-term solution to mooring problems the USCGC *Hickory* experiences on Pioneer Dock during the northeasterly storm surges and to the security problem faced by both the USCG cutters home-ported at Homer. These vessels are unable to maintain an adequate security zone around their current moorings in the existing small boat harbor (USCGC *Roanoke Island*) and on the Pioneer Dock west trestle (USCGC *Hickory*).

The Port of Homer and Homer Small Boat Harbor are regional facilities serving and supporting the northern Gulf of Alaska, Prince William Sound, Cook Inlet, and Kachemak Bay and are also a “place of refuge” for Gulf of Alaska, Cook Inlet, and Kennedy Entrance marine traffic in event of severe weather or machinery malfunctions.



Several conceptual designs have been proposed for a new Homer boat harbor. This one would add a new basin with its own entrance adjacent to the existing Small Boat Harbor.

The proposed new harbor basin will be dredged to minus 20 feet Mean Lower Low Water (MLLW) to accommodate large commercial vessels so they will not touch bottom on the lowest tides of the year (minus 5.6 feet). It will need to be dredged to minus 22 feet MLLW in the entrance channel, fairway, and one side of the basin to accommodate the USCGC *Hickory* at the proposed Coast Guard float. The new basin will provide the security zone and private moorings for the U.S. Coast Guard vessels at one side and will accommodate the large, deep draft commercial vessels at the other side.

PLANS & PROGRESS: The Army Corps of Engineers completed a reconnaissance study in 2004 that indicated a federal interest in having a new harbor in Homer; however, subsequent analysis found that the

cost/benefit ratio was too low for the Corps to recommend the project. The City of Homer has requested a technical report from the Corps and is seeking funding from other sources.

Schedule and Cost: 2011-12 (design and permitting)—\$1.52 million

2013 (breakwater construction and dredging)—\$78.5 million

2014-2015 (inner harbor improvements)—\$20.6 million

Priority Level 2



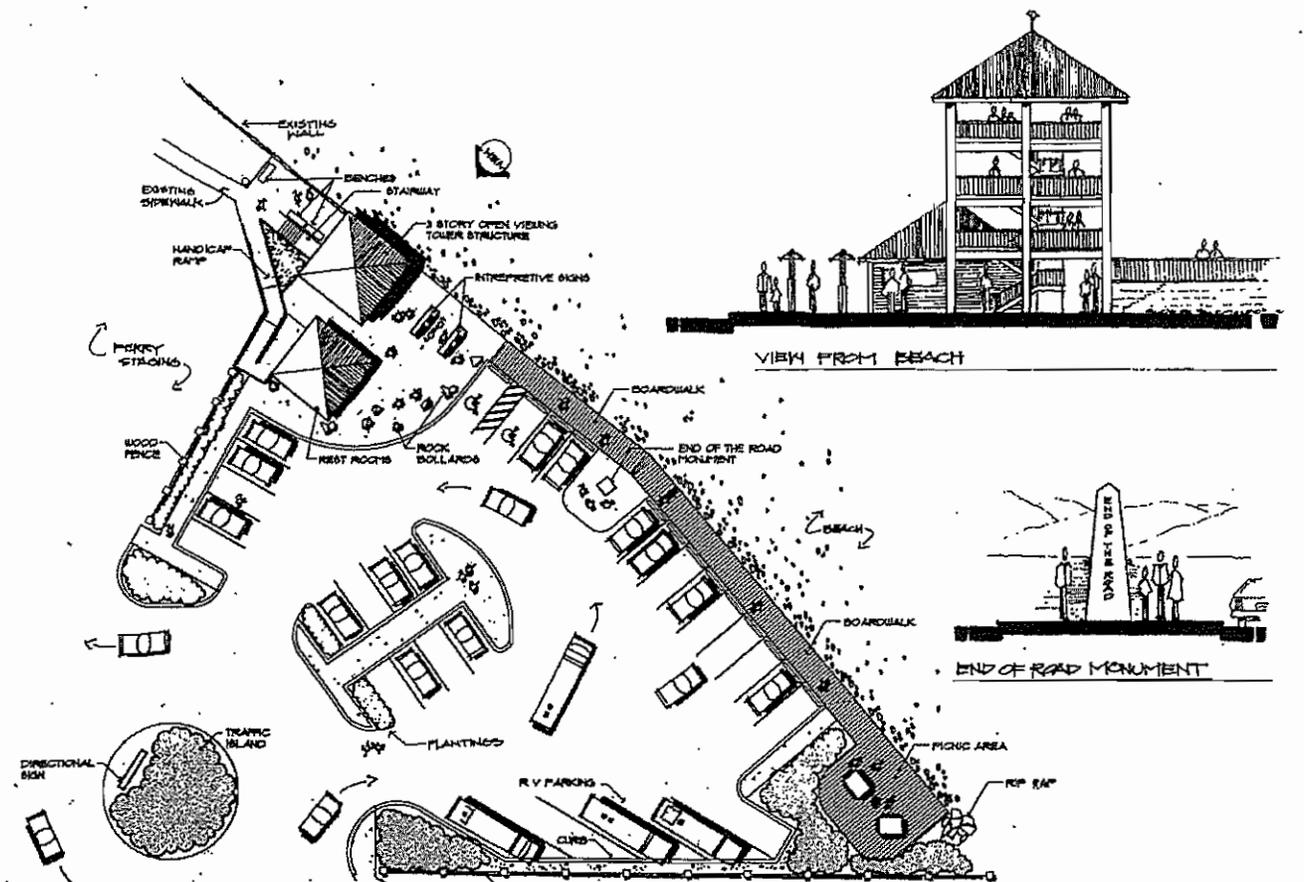
End of the Road Wayside, Phase 1

PROJECT DESCRIPTION & BENEFIT: An End of the Road wayside has been envisioned for the end of the Homer Spit (between the ferry terminal and Land's End) since the early 1990s. The City of Homer originally sought Federal Transportation Enhancement funding for the park, which was to be built in conjunction with a marine highway ticket office. But in 1995, the two projects were separated and the park was never built. Since that time, activity on the Homer Spit has increased dramatically, especially in the summer. It is time to replace the existing dusty parking lot with an attractive multi-purpose park that will include landscaping, provide comfortable seating, make the most of the view, and include pavement markings to facilitate traffic movement (e.g., turnarounds). Phase 2 of this project will construct a restroom facility.

PLANS & PROGRESS: The Alaska Departments of Transportation and Natural Resources have provided planning and design assistance in the past for this project, which was expected to serve as the terminus for the Homer Spit Trail. The City of Homer received FY 2010 funding to complete the Spit Trail from the fishing lagoon to the ferry terminal. It is possible that some of that funding can be used for improvements at End of the Road Wayside.

Total cost: \$1,075,000

Schedule: 2013 Priority Level 2



This design for End of the Road Park prepared by ADOT in 1994 features a boardwalk, landscaping, picnic area, restrooms, interpretive signs, and viewing tower along with paved parking.



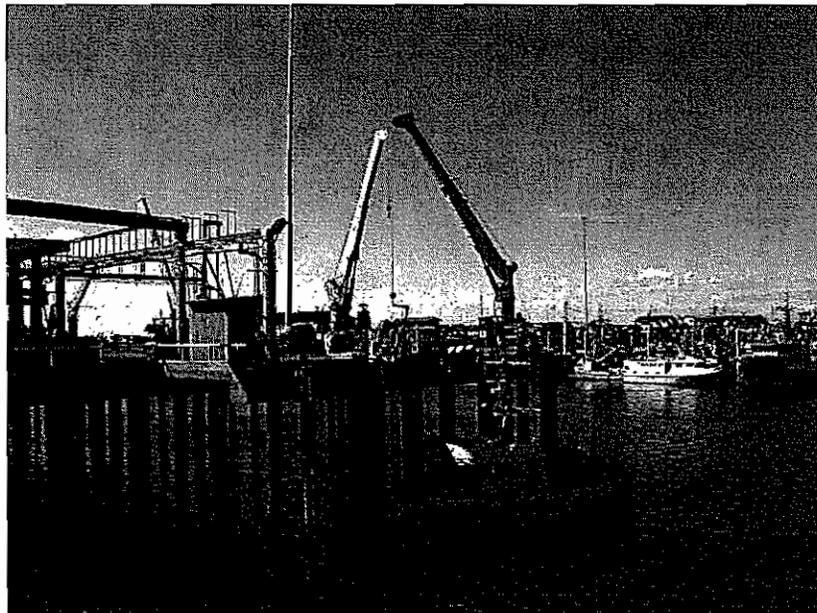
Fish Dock Restroom

PROJECT DESCRIPTION & BENEFIT: With increased activity on the Homer Spit the need for restroom facilities has also increased. The most urgently needed restrooms are in the vicinity of the Fish Dock and at Mariner Park. (The Mariner Park restroom is addressed in this plan under "Mariner Park Improvements.")

A new restroom in the vicinity of the Fish Dock will provide a public facility for commercial fishermen, cash buyers, dock workers, truck drivers, and others who catch, unload, process, and transport millions of pounds of seafood across the dock annually.

PLANS & PROGRESS: \$120,000 has been set aside to help pay for the restroom at the Fish Dock. Funding secured for completion of the Homer Spit Trail (FY 2010 state appropriation) is another possible source of funding for the restroom.

Cost: \$400,000 Schedule: 2012 Priority Level 2



The Homer Fish Dock is one of the busiest places in the Homer harbor, but currently has no restroom facility.



Fishing Lagoon Improvements

PROJECT DESCRIPTION & BENEFIT: The Nick Dudiak Fishing Lagoon (also known as the "Fishing Hole") is a man-made marine embayment approximately 5 acres in size, stocked to provide sport fishing harvest opportunity. It is extremely popular with locals and visitors alike. During the summer when salmon are returning, approximately 100 bank anglers may be present at any one time between 7 a.m. and 10 p.m. The parking area, shoreline, and tide line 17 feet above mean high water are owned by the City of Homer. Below mean high water, the tidelands and water are owned by the State of Alaska. The City of Homer, Homer Chamber of Commerce, Alaska Fish and Game, and many other supporters work to ensure robust salmon runs in the lagoon.

Buying salmon smolt is only one of the challenges faced by Fishing Lagoon supporters. The lagoon embayment itself is in need of maintenance work. While significant work was accomplished in 2010, the following improvements are still needed:

- Dredge the lagoon approximately 3 feet to remove deposits from tidal action, from settling of the inside-banks, and from dead organic matter. Estimated cost: \$250,000.
- Plant wild rye grass sprigs to stabilize the inner basin slope. Estimated cost: \$5,000.

Total cost: \$255,000

Schedule: 2011

Priority Level 1



Significant improvements were accomplished at the Fishing Lagoon in 2010, including removing a gravel bar that had formed at the north side of the entrance and rebuilding the north berm with armor rock. Additional dredging work is needed now.



Harbor Entrance Erosion Control

PROJECT DESCRIPTION & BENEFIT: The entrance to Homer's small boat harbor is under steady assault from wave action, putting infrastructure at risk from erosion. In 1995, Icicle Seafood and the City of Homer worked together to build a log cribbing revetment structure on the City property where Icicle Seafood was located. Although this project stopped the immediate erosion threat, it was built as a temporary measure until such time as funding could be obtained to build a rock revetment. Since it was built, the log cribbing itself has been hammered by waves and is steadily disintegrating.

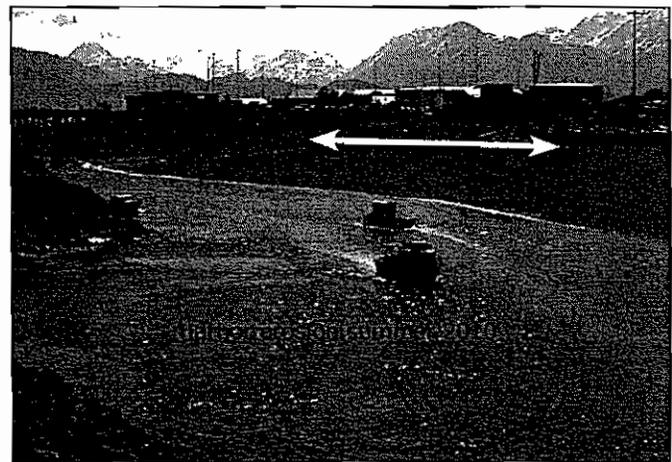
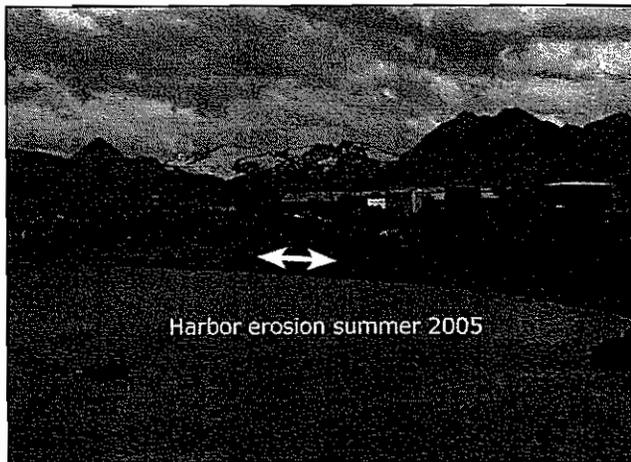
Other leased City property in jeopardy includes petroleum pipelines at the Petro Marine site. Pipelines to Petro Marine's tank farm are located in the bluff-line area just outside the entrance to Homer Harbor. A continued lack of shore protection in this area will lead to the facilities having to be abandoned or pipelines rerouted at considerable expense. A rip-rap revetment is being proposed that will extend 935 feet from the jetty entrance of the harbor to the existing revetment near the Ferry Terminal. (Note: This project could be completed in conjunction with the proposed East Boat Harbor or Harbor Pathways construction.)

Homer Harbor is the home port to commercial and recreational fishing fleets of more than 1,500 vessels and is an integral part of the local economy. The fuel storage facility is a vital part of refueling operations within the harbor and is located for maximum efficiency. Erosion control is needed to protect the harbor for fishermen, tourists, and other users.

Cost: \$600,000

Schedule: 2013

Priority Level 2



A large section of the temporary wooden cribbing built to protect the shore from erosion has been destroyed by wave action. Each year the extent of damage increases.



Harbor Float Replacement/ Ramp 3 Gangway and Approach

PROJECT DESCRIPTION & BENEFIT: This project will replace the most badly damaged floats in the Homer Harbor along with Ramp 3 and the Ramp 3 approach.

The floats to be replaced were originally installed in the 1970s. Age and heavy use have led to areas of marginal freeboard, worn and irregular walking surfaces, bull rails in need of replacement, ice damage to pilings, and broken sidewalls with exposed flotation. While on-going maintenance and emergency repairs have kept the floats in service, their condition is such that replacement is the only reasonable long-term solution. The following floats will be replaced as Phase 1 of the project: A Float, connecting E-J; J Float, R Float, and S Float. A combined total of 1,706 linear feet are involved.

Ramp 3 is the last remaining original ramp in the Homer Harbor, dating back to the mid-1960s. It is the steepest ramp and is the most difficult to use during low tides. Ramp 3 is also the most centrally located ramp in the harbor with access to the widest range of stall size classes. This makes Ramp 3 the best candidate for any ADA improvements that would make it easier for individuals with disabilities to access the harbor basin. A new aluminum ramp that is covered would help in keeping the ramp snow and ice-free for year-round access. (Many other harbors in Alaska now include covered ramps.) A 100-foot long ramp would reduce the angle at low tide and ensure that the ramp is adequate to meet future needs. ADA regulations require that ramp gangways be a minimum of 80 feet long.

The Ramp 3 approach, a long narrow wooden structure, is the oldest approach in the harbor and is in the poorest condition. The proposed Spit Trail completion/Harbor Pathways project would tie in perfectly with a newly upgraded Ramp 3 approach.

PLANS & PROGRESS: The project has been discussed with Alaska DOT harbor division engineers to identify areas of greatest need, develop scope of work, and arrive at a preliminary cost estimate.

Cost: \$5.2 million (\$3.5 million for float replacement; \$1.7 million for Ramp 3 gangway and approach)

Schedule: 2011-2012

Priority Level 1



Ramp 3 is the most centrally located ramp in the Homer Harbor, but it is also the oldest and the most challenging to use at low tide. The old wooden approach to the ramp is also in need of replacement.



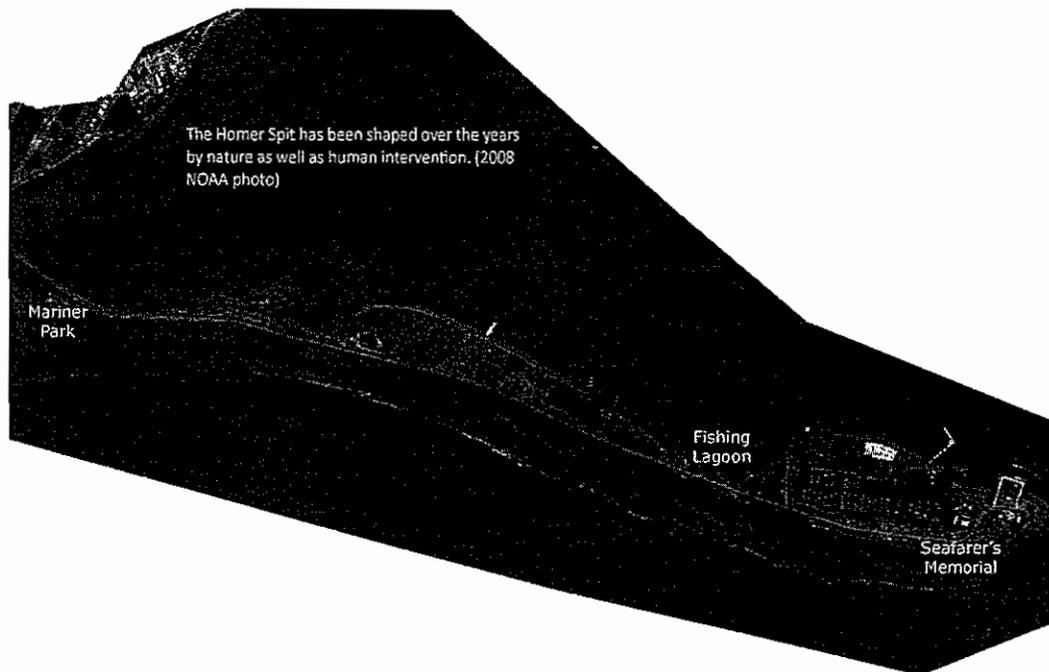
Homer Spit Dredged Material Beneficial Use Project

PROJECT DESCRIPTION & BENEFIT: The purpose of this project is to dispose of dredged material from the entrance of the Small Boat Harbor and the Pioneer Dock berth in a beneficial manner. The material will be used to replenish eroded material along the beaches of the Spit and create additional parking pads on the Spit. The beach replenishment points would be at Mariner Park (replenishing beaches on the west side of the Spit) and just north of the Fishing Lagoon (replenishing beaches on the east side of the Spit). The new parking pads would be created at two locations: one between the Seafarer's Memorial and the east end of the nearby boardwalk complex, and the other between the west end of the same boardwalk and the next boardwalk to the west. The material will be placed on the beaches as part of the Army Corps of Engineers' dredging/disposal operations. (Hauling costs would be supplemented by Harbor Funds when hauling to Mariner Park). Material incorporated into the parking pads will be placed as part of the Corps' dredging/disposal operations; additional City funds will be required to spread, cap and place riprap along the beach where fill is placed near or in the tidal zone. A Corps permit will be needed to accomplish this work.

Schedule: The beach replenishment work would be completed over a ten year period; the parking pads would be constructed over a three year period. Beneficial use of dredged material would begin in 2011 and be completed by 2020.

Cost:	2011	\$ 10,000 – Spread available material in upland parking pad areas
	2012-13	\$ 20,000 – Place and compact all needed material to create parking pads
		\$675,000 – Install 3000 CY of riprap on slopes
		<u>\$ 95,000</u> – Install gravel cap on parking pad area
Total Construction =		\$800,000
Design/Inspection =		\$ 90,000
Contingency =		<u>\$ 90,000</u>
Total Project Cost =		\$980,000

Priority Level: 2





Jack Gist Park Improvements, Phase 1

PROJECT DESCRIPTION & BENEFIT: Jack Gist Park has been in development since 1998 on 12.4 acres of land donated to the City of Homer by a private landowner. As originally envisioned by the Jack Gist Recreational Park Association, this parcel was to be developed primarily for softball fields. The long-term goal is to acquire adjacent properties that will provide space for soccer fields and an equestrian park.

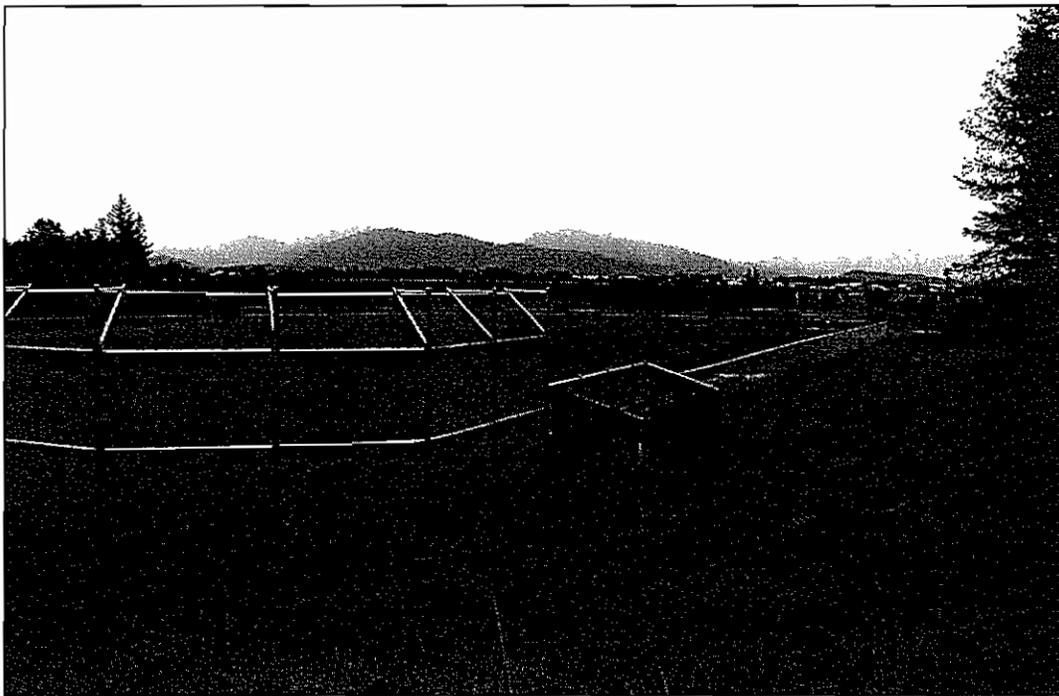
The proposed project will complete Phase 1 of Jack Gist Park by constructing a concession stand and maintenance equipment storage building adjacent to the softball fields. Phase 2 of the project will provide a plumbed restroom facility.

PLANS & PROGRESS: In 2005-2006, a road was constructed to Jack Gist Park from East End Road, a 70-space gravel parking area was constructed, and three softball fields were constructed including fencing, dugouts, and backstops. In 2008, bleachers were installed at all three softball fields. In 2009, two out of three infields were resurfaced. In 2010, the City Council allocated almost \$52,000 in federal "stimulus" funds for park improvements. With volunteer help, topsoil was spread and seeded on two fields and the parking area was improved and expanded.

Cost: \$100,000

Schedule: 2012

Priority Level 2



One of the new softball fields at Jack Gist Park



Karen Hornaday Park Improvements, Phase 1

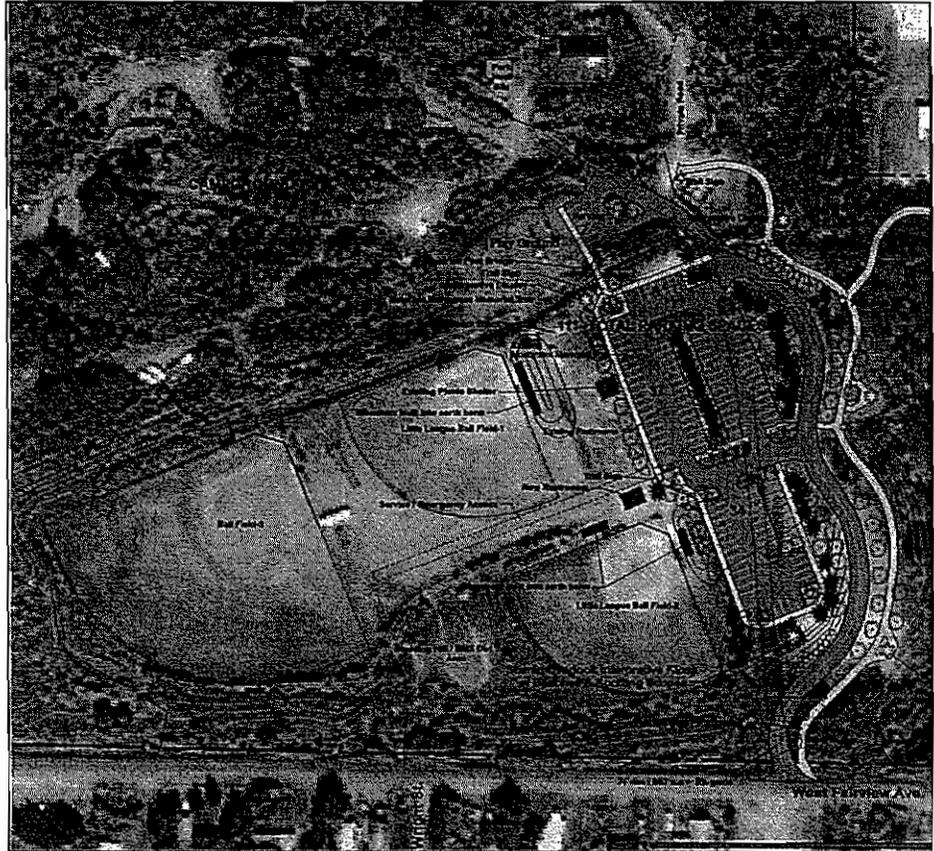
PROJECT DESCRIPTION & BENEFIT:

Homer's popular Karen Hornaday Park encompasses baseball fields, a playground, a campground, and a creek on almost 40 acres. The Karen Hornaday Park Master Plan, updated and approved in 2009, sets forth goals and objectives to be accomplished over a 10-year period. Phase 1 projects include parking and drainage improvements, upgrades to the playground, expansion and upgrade of the day use area, improvements to the ballfields, and initial work on the proposed Woodard Creek Trail.

PLANS & PROGRESS: The Alaska Legislature appropriated \$250,000 for the park improvement project for FY 2011. The Homer City Council committed an additional \$55,000 via Ordinance 10-23(A).

Total Cost: \$700,000
Schedule: 2011 - 2013

Priority Level 1



The Karen A. Hornaday Hillside Park Master Plan, approved by the City Council in 2009, includes this concept design.

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Mariner Park Improvements, Phase 1

PROJECT DESCRIPTION & BENEFIT: This project will provide significant improvements to Mariner Park, at the base of the Homer Spit. As one of Homer's most popular recreation areas, Mariner Park attracts campers, beach walkers, kite-flyers, Spit Trail users, birders, people with dogs, and others who come to enjoy the views and open-air recreation opportunities.

Homer's growing population and tourist visitation are placing greater demand on Mariner Park, increasing the need for recreation and safety enhancements. The following have been identified as specific areas for improvement in the next six years:

- Construct a plumbed restroom facility (\$475,000)
- Develop a bike trail from "Lighthouse Village" to Mariner Park (\$325,000)
- Expand the park and move the vehicle entrance to the north, away from the curve in the Spit Road where the existing entrance is (\$175,000)

Phase 2 improvements, to be undertaken in later years, will include fee camping sites and a picnic/barbeque area.

Schedule and Cost: 2011-2015—\$975,000

Priority Level 1



At the base of the Homer Spit, Mariner Park provides access to the beach, to the Homer Spit Trail, and to spectacular views.



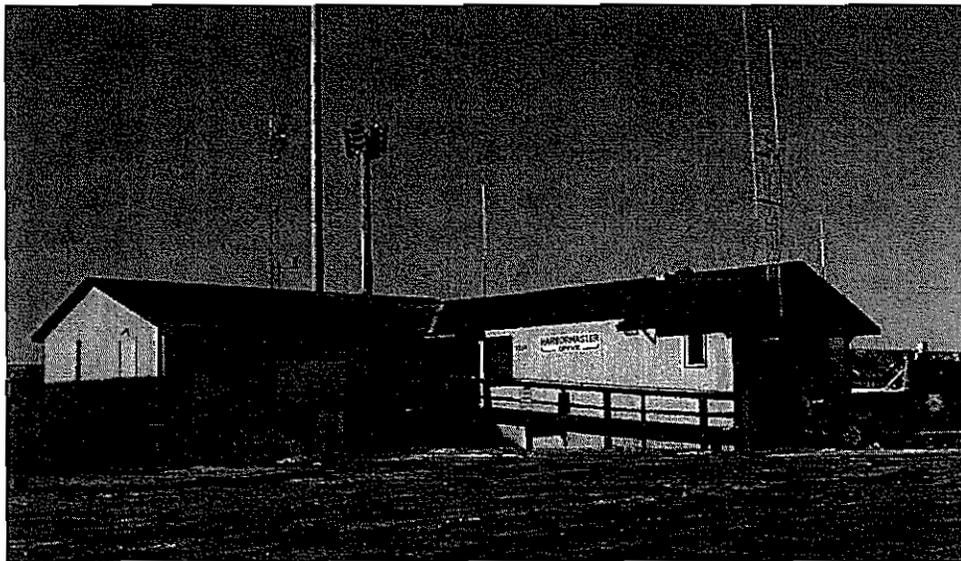
Port and Harbor Building

PROJECT DESCRIPTION & BENEFIT: The Port and Harbor Office was constructed in 1983 by relocating two old buildings and adding another section. The present building is substandard with electrical, lighting, and heating deficiencies, and does not meet current codes and standards for occupancy as an office building. The building had a new roof installed in 2004 to extend its life a few more years; however, the need for a new building remains critical.

Construction of a new port and harbor office will eliminate the safety concerns of the existing building and will also allow better observation of the entire harbor. If constructed as overslope development, a new Port and Harbor building will set the standard for such development, encouraging future construction to the benefit of the harbor area and the Homer economy, addressing the need for additional space for commerce and parking on the Homer Spit.

Schedule and Cost: 2011 (design)—\$375,000 2012-2013 (construction)—\$2,500,000

Priority Level 1



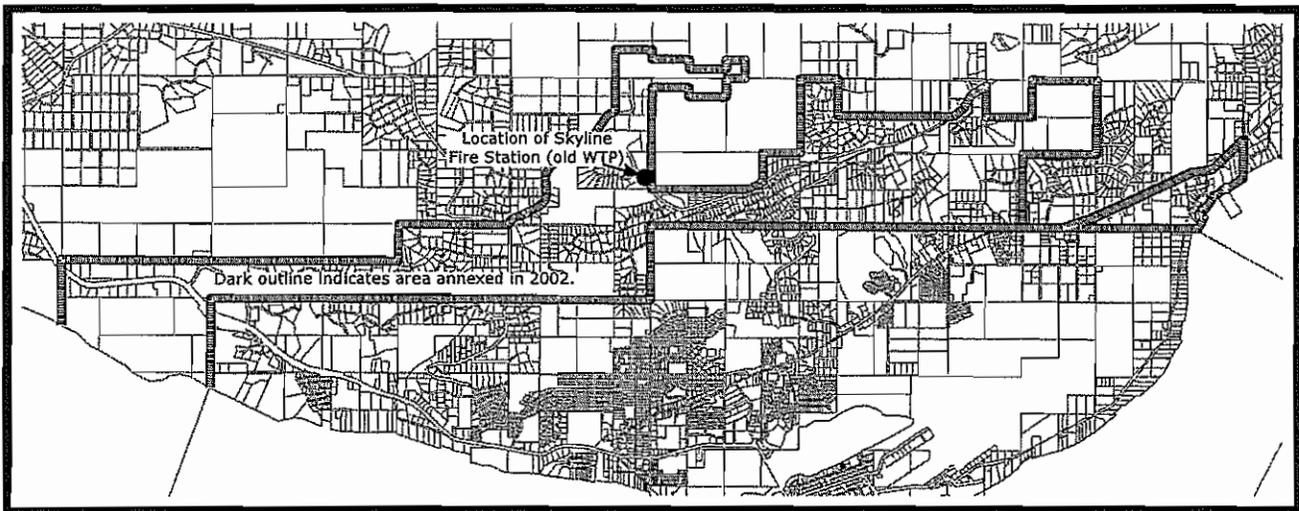
The current Port & Harbor building has never met codes for occupancy as an office building.



Skyline Fire Station

PROJECT DESCRIPTION & BENEFIT: This project, which is included in the Transition Plan for annexation, will provide a new substation on Skyline Drive to provide fire protection to the area of Homer annexed in 2002. It will house an engine/tanker, ambulance, and brush truck and provide for more efficient response to fires on Skyline Drive, Diamond Ridge, and other areas accessible from those roads. An additional benefit of the station will be to assist the Kachemak Emergency Service Area in responding to emergencies.

Schedule and Cost: 2011 (engineering and design)—\$150,000 2012 (construction)—\$1.2 million Priority Level 1





Upgrade System 5: Vessel Shore Power and Water

PROJECT DESCRIPTION & BENEFIT: System 5 is the large vessel float system in the Homer harbor. The Port and Harbor Commission has recognized the need to improve and add additional power pedestals to the system to provide adequate power for our large vessel fleet. In addition, this project will install a year-round fresh water supply to the system in the form of a single standpipe on the main float close to the ramp. Upgrading the shore power system and providing year-round water will increase the number of vessels home-ported in Homer and thus enhance commerce in the community by way of jobs and services.

PLANS & PROGRESS: The Port and Harbor Director has met with a local contractor to discuss the project and get a preliminary cost estimate.

Cost: \$530,000

Schedule: 2012

Priority Level: 1



Utilities Summary of Projects by Year and Cost

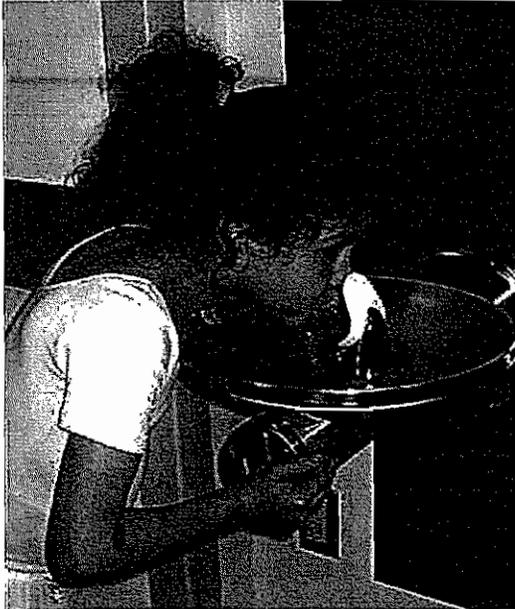
CATEGORY/PROJECT	2011	2012	2013	2014	2015	2016	TOTAL \$
Alternative Water Source	750,000	1,000,000	15,000,000				16,750,000
Bridge Creek Watershed Land Acquisition	200,000	200,000	200,000	200,000	200,000		1,000,000
Kachemak Bay Tidal Power Feasibility/Conceptual Design	1,280,000						1,280,000
Natural Gas Pipeline - Anchor Point to Homer	8,525,000						8,525,000
Sewer Treatment Plant Bio-solids Treatment Improvements	525,000	4,720,000					5,245,000
Water Storage/Distribution Improvements		390,000	3,510,000				3,900,000
TOTAL \$	11,280,000	6,310,000	18,710,000	200,000	200,000		36,700,000

*Tables will be updated at the end
of the CIP development process*



Alternative Water Source

NEW WATER SOURCE: Currently Homer's sole water source is the Bridge Creek Reservoir. Population growth within the city, increased demands for City water from residents outside city limits, increasing numbers of tourists and summer residents, and climate change that has reduced surface water availability are all factors in the need for a new water source to augment the existing reservoir.



Clean drinking water is essential for public health and providing clean water is one of the core functions of government.

The City has been proactive in addressing the looming water problem by commissioning a new Water and Sewer Master Plan. Based on projected population growth, the plan recommends that Homer develop a new water source; utilizing, for example, an existing stream such as Twitter Creek, Diamond Creek, or Fritz Creek. Planning and design for this project needs to begin as soon as possible.

Schedule and Cost: 2011 (feasibility study)—\$750,000

2012 (design and permitting)—\$1,000,000

2014 (construction)—\$15 million

Priority Level 1



Bridge Creek Watershed Land Acquisition

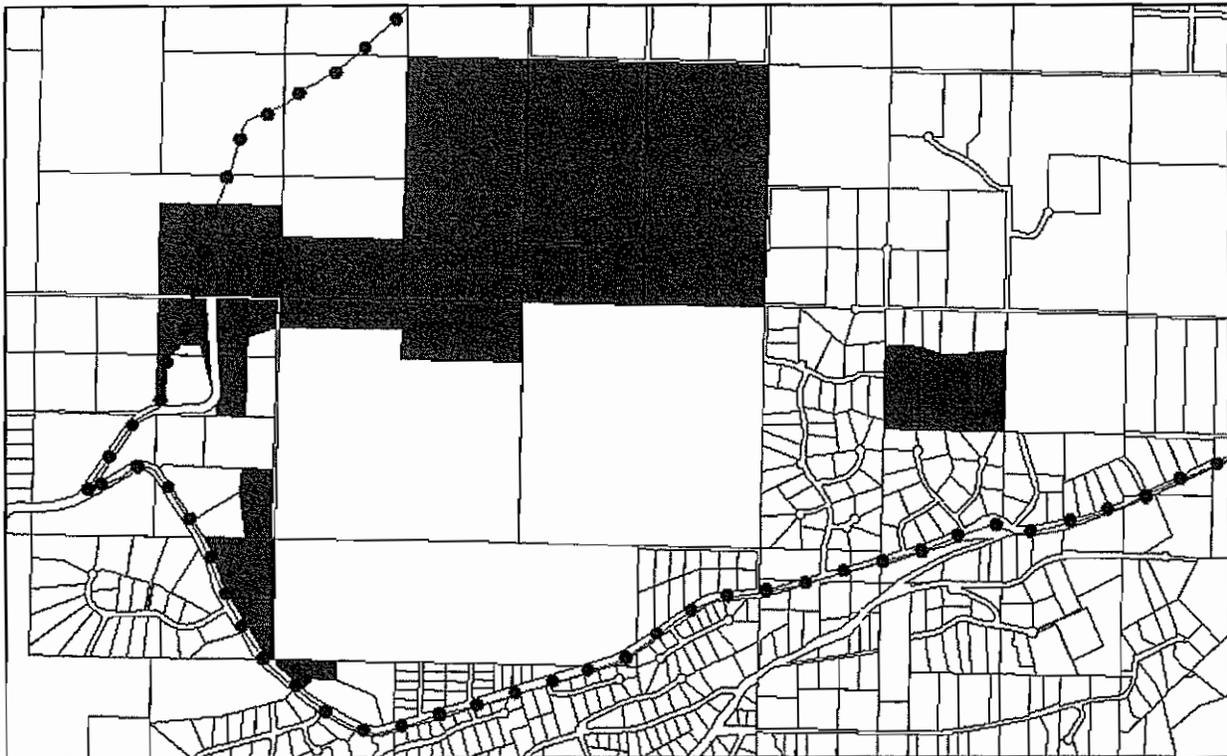
PROJECT DESCRIPTION & BENEFIT: Currently, the Bridge Creek watershed is the sole source of water for Homer. To protect the Bridge Creek watershed from development that could threaten the water supply and to ensure the availability of land for possible future expansion of water treatment operations within the watershed, the City seeks to acquire additional acreage and/or utilize conservation easements to restrict development that is incompatible with clean water.

PLANS & PROGRESS: Since 2003, the City of Homer has acquired approximately 270 acres in the Bridge Creek watershed, including approximately 9 acres in 2010.

Cost: \$1 million

Schedule: 2011 - 2015

Priority Level 1



Shading indicates the property already owned by the City of Homer within the Bridge Creek watershed, as of August 2009.



Natural Gas Pipeline Anchor Point to Homer - Phase 2

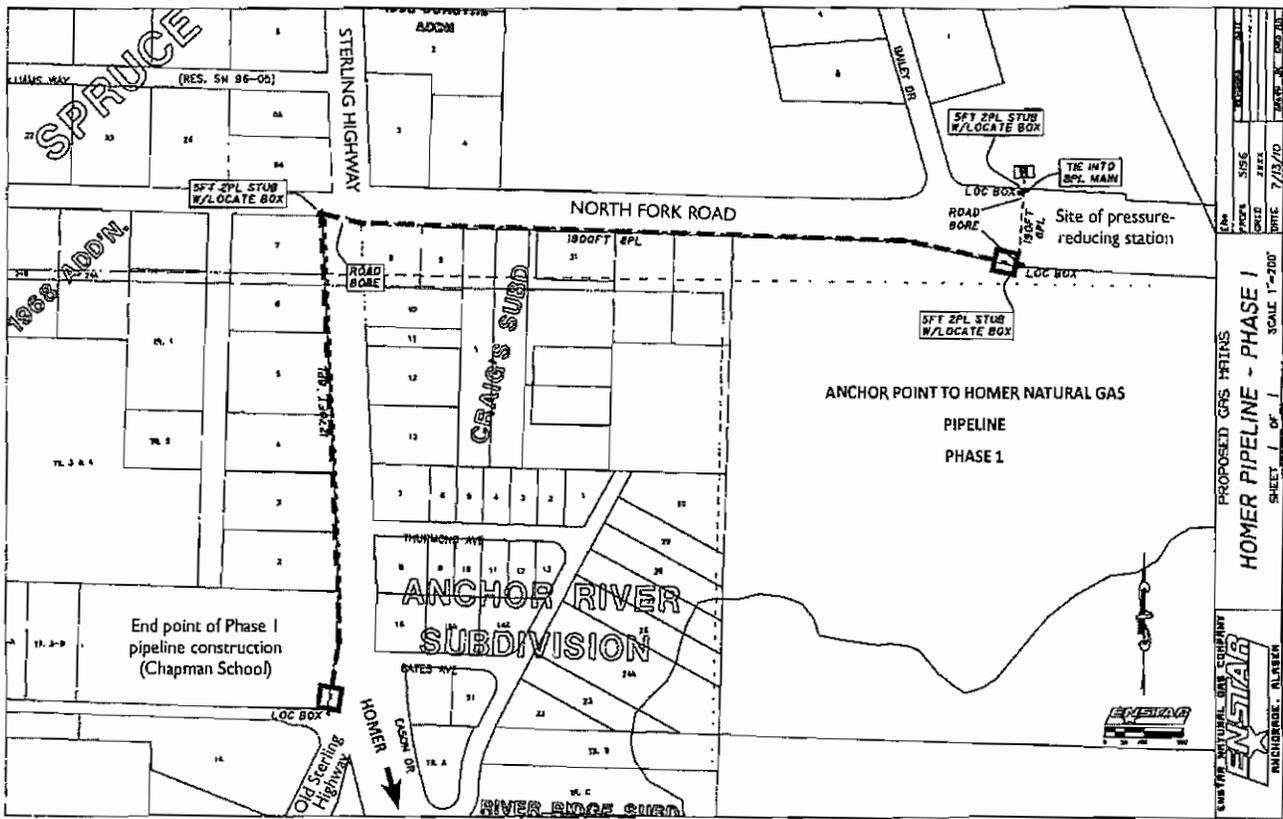
PROJECT DESCRIPTION & BENEFIT: This project will provide natural gas to Homer from the North Fork field east of Anchor Point. The project will include a pressure reducing station to feed both Anchor Point and Homer and approximately 14 miles of 8-inch plastic pipe. The distribution-rated line would serve home and business needs enroute and be able to supply 5 million cubic feet per day to Homer, which is adequate for a 30-year customer base buildout. Natural gas is expected to provide significant cost savings to homeowners and businesses as compared to fuel oil, electricity, or propane. Natural gas has the added benefit of having a relatively low carbon footprint as compared to fuel oil.

PLANS AND PROGRESS: The Alaska Legislature approved \$4.8 million for this project in April 2010; however, Governor Parnell reduced the amount to \$525,000 before signing the FY 2011 capital budget into law. The initial funding will enable completion of the pressure reducing station and 3200 feet of pipe heading south toward Homer (terminating at Chapman Elementary School).

Enstar Natural Gas Co. is preparing cost estimates for the next phase of the project (extending the pipe to Homer High School via the Old Sterling Highway). The Homer City Council has appointed a task force to evaluate the range of options for financing the cost of extending service lines to public buildings and neighborhoods within Homer city limits.

Schedule and Cost: 2011—\$8.53 million

Priority Level 1



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Sewer Treatment Plant Bio-solids Treatment Improvements

PROJECT DESCRIPTION & BENEFIT: Currently the Homer sewer treatment plant produces more sludge than the facility can treat or dispose. During wet weather, the collection system delivers more wastewater than the plant is designed to treat. This project is designed to solve both problems, with the following strategies:

- Install mechanical sludge de-watering equipment to provide adequate capacity to treat and dispose of sludge.
- Install a digester, allowing Public Works to abandon the existing sludge lagoon. Abandoning the lagoon will provide for the creation of a wastewater equalization basin, freeing up space for other sewer treatment support and operation activities. In addition, use of a digester opens up new possibilities for energy recovery.
- Slip-line the aging asbestos cement sewer collection mains to reduce infiltration and peak flows to the sewer treatment plant. This will prevent violations of the City's NPDES permit related to unacceptable flow and fecal coliform levels.

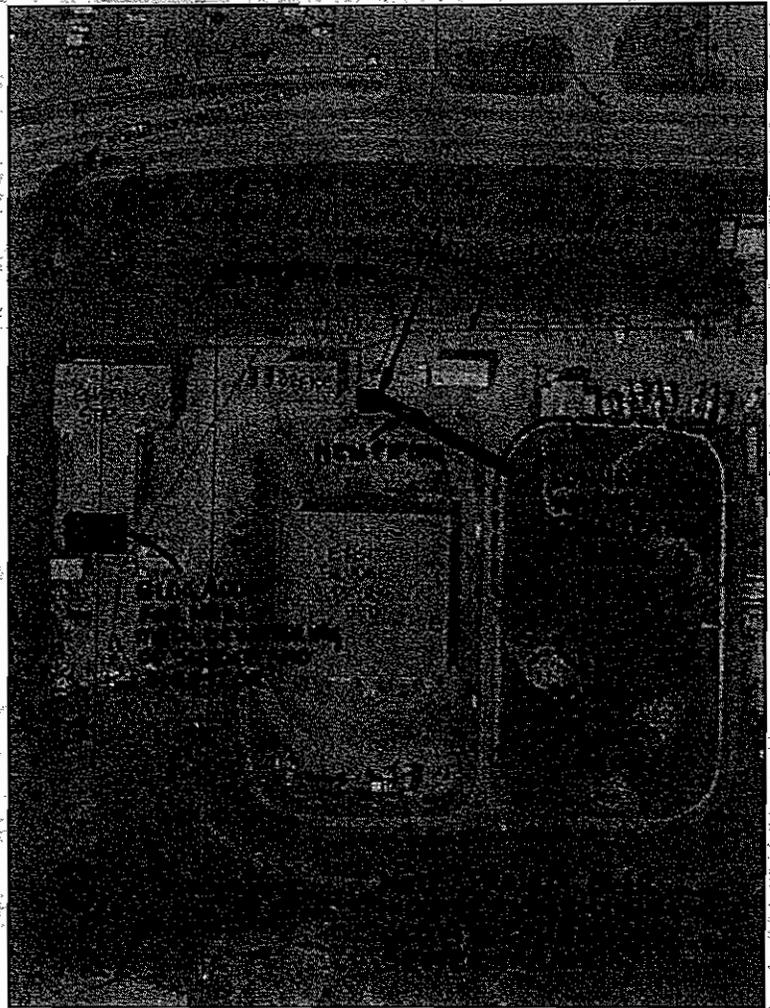
PLANS & PROGRESS: The need for this project has been documented in the Homer Water & Sewer Master Plan (2006). Likewise the City of Homer Inflow and Infiltration Study recommends repairing leaking collection and trunk sewer mains.

Schedule and Cost:

2011-2012 (Design)—\$525,000

2012-2013 (Construction)—\$4.72 million

Priority Level 1



Equipment Summary of Projects by Year and Cost

PROJECT	2011	2012	2013	2014	2015	2016	TOTAL \$
Brush/Wildland Firefighting Truck		120,000					120,000
Fire Engine 4 Refurbishment	150,000						150,000
Firefighting Enhancement/ Aerial Truck	800,000						800,000
Fire Pump Testing Trailer		70,000					70,000
Outside Dock Fenders		80,000					80,000
Tide Gauge/Meteorological Station			210,000				210,000
TOTAL \$	950,000	270,000	210,000				1,430,000

*Tables will be updated at the end
of the CIP development process*



Brush/Wildland Firefighting Truck

PROJECT DESCRIPTION & BENEFIT: The Homer Volunteer Fire Department (HVFD) is in need of a new brush truck to replace the Ford F-350 which has been in use since 1990. A new Ford F-450/550 4x4 with wildland pump unit, tank, and tool compartments will provide critical and reliable service in a variety of fire situations.

Although HVFD uses the term “brush truck,” in reality the truck is kept in service year-round to provide some level of fire protection to areas that crews are unable to access with traditional large fire apparatus due to poor road conditions during winter and break-up. The smaller truck can often access the scene and provide initial attack of a structure fire before firefighters can set up long hose lays or otherwise access the site by traditional means, if at all.

The Department’s existing brush truck is a former utility vehicle that was converted to a brush unit in-house by adding a manufactured tank and portable pump as well as a home-built tool storage compartment. This truck is wearing out due to the weight of all the equipment and the age of the vehicle.

Cost: \$120,000

Schedule: 2012

Priority Level 2





Fire Engine 4 Refurbishment

PROJECT DESCRIPTION & BENEFIT: With the addition of a new fire engine to the Homer Volunteer Fire Department fleet in fall 2008, Fire Engine 4 can now serve as a reserve engine if it is refurbished with a rebuilt pump, engine and drive line overhaul, and body and paint work. The refurbished truck could be housed in the proposed Skyline Fire Station or the old (refurbished) water treatment plant. A reserve fire engine would help Homer qualify for an improved ISO rating, benefiting all households through reduced homeowner insurance costs.

Cost: \$150,000

Schedule: 2011

Priority Level 1



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Firefighting Enhancement - Aerial Truck

PROJECT DESCRIPTION & BENEFIT: This project will greatly enhance the City of Homer's firefighting capability with a modern aerial truck. As Homer continues to grow and the size and complexity of buildings increases it is no longer safe or practical to fight fire from the ground or off of ground ladders. (The Homer Volunteer Fire Department's tallest ground ladder is only 35 feet.) Large footprint and tall buildings (two stories or more) often require the use of elevated hose streams to fight fire effectively. HVFD has no ability to provide for elevated hose streams except off of ground ladders, which severely limits the application of water and endangers the lives of firefighters. Aerial apparatus allow for the application of water to the interior of a building without placing firefighters in immediate danger. They also allow for the rescue of persons that become trapped in upper stories or on rooftops by fire or other incidents that impede the use of interior stairways.

An added benefit of the new truck will be more favorable insurance rates for the City of Homer, as determined by community fire protection classification surveys. Since the 1995 ISO survey, several large buildings were constructed in Homer, including West Homer Elementary School, the Islands and Ocean Visitor Center, the Homer Ice Rink, and the South Peninsula Hospital Expansion. New development in Town Center will add to the list of structures that would benefit from enhanced firefighting capability. An ISO review conducted in September 2007 resulted in an increase in the Property Protection Classification (PPC) rating from a 3 to a 5, meaning that Homer homeowners now face increased fire insurance premiums. The ISO review clearly indicates the need for an aerial truck, which can more adequately respond to fires in buildings of three stories or greater, buildings over 35 feet tall at the eaves, and those that may require 3,500 gallons per minute to effectively fight the fire.

Cost: \$800,000

Schedule: 2012

Priority Level 1





Fire Pump Testing Trailer

PROJECT DESCRIPTION & BENEFIT: This project will provide the Homer Volunteer Fire Department with a mobile fire pump testing trailer to meet National Fire Protection Association requirements for annual pump testing and ensure that firefighting water pumps used throughout the southern Kenai Peninsula are in good working order when they are needed.

Acquisition of a pump testing trailer, manufactured and sold under the name Draft Commander, would eliminate problems associated with other testing methods. For example, using the City's hydrant system for testing can damage the system or cause erosion at the site. Using surface water from Beluga Lake necessitates getting the heavy fire apparatus close enough to reach the water. In some cases personnel must gain permission to use private land, which may require constructing improvements. There is also the risk of drafting contaminants into the pump, causing damage to the pump and/or engine.

The Draft Commander is a completely self-contained system that can be taken "on the road" to where the apparatus are, such as to the McNeil Fire Station, Anchor Point, or even Ninilchik or Seldovia. This is truly a multi-jurisdictional project with the potential to assist several area fire agencies with mandated testing that they are either not currently doing or have difficulty performing.

Cost: \$70,000

Schedule: 2012

Priority Level 2



Contact Mayor Jim Hornaday or City Manager Walt Wrede at 235-8121

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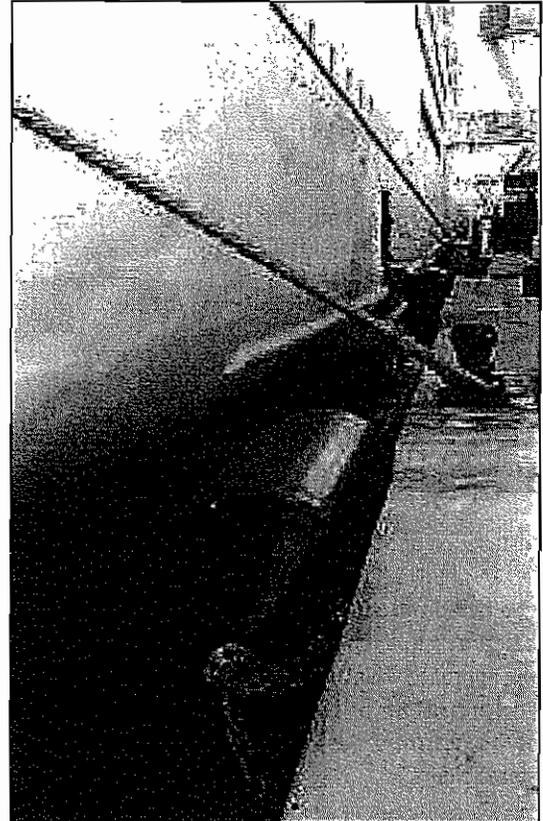
Outside Dock Fenders

PROJECT DESCRIPTION & BENEFIT: This project will provide the Port of Homer with three new non-streak vinyl fenders ("Yokohama" type) that could be placed as needed on existing fenders to provide sufficient "set off" for large flare-sided cruise ships docking at the Pioneer Dock or Deep Water Dock. The new fenders will protect the dock and encourage cruise ships to visit Homer.

Cost: \$80,000

Schedule: 2012

Priority Level 2





Tide Gauge/Meteorological Station

PROJECT DESCRIPTION & BENEFIT: This project will install a Water Level Station (tide gauge) with meteorological sensing equipment at Pioneer Dock and current sensing equipment at the Deepwater Dock. The project will provide important benefits to the Port of Homer, including:

- Enabling the Port of Homer to better fulfill its role as a contingency “back-up” port for handling Port of Anchorage cargo in case of a catastrophic event;
- Enabling deep-draft ships to dock at Homer docks or anchor in the inner bay (the only “place of refuge” anchorage for Cook Inlet and Kennedy Entrance traffic) with more assurance of the actual water depth during minus tides;
- Enhancing navigational safety in the vicinity of the Homer docks and harbor;
- Providing a toll-free phone number plus Internet access for up-to-date tide, wind, atmospheric pressure, and temperature information;
- Providing a display box with electronic/digital readout visible to vessels passing Pioneer Dock;
- Assisting pilots in docking vessels at Homer docks, thus minimizing the damage potential of “hard landings.”

Installation of this equipment will result in the Port of Homer being listed along with the Port of Anchorage as participating in NOAA’s PORTS (Physical Oceanographic Real-Time System) program. Homer can then be listed as a reference station in published tide tables and tide books. With these improvements, Homer will be positioned for further growth as an operational port and better able to fulfill roles as a contingency port and a “place of refuge” for vessels needing assistance with safe navigation during the approach. This project has high potential for federal funding and has the support of the Southwest Pilots Association, Homer Port and Harbor Commission, many representatives of the local maritime community, and other regional stakeholders.

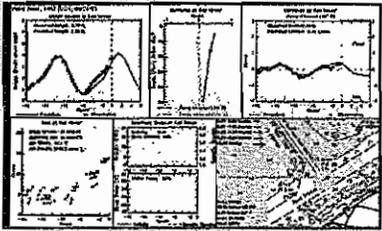
PLANS & PROGRESS: The National Oceanic and Atmospheric Administration’s National Ocean Service PORTS team visited Homer in June 2003 to develop cost estimates and study locations for optimal installation. Funding is now being sought to complete the project.

Cost: \$210,000

Schedule: 2013

Priority Level 3

TYPICAL PORTS SITE PROVIDES:



- ♦ Predicted and observed water levels
- ♦ Meteorological information including wind speed and direction, barometric pressure, air temperature
- ♦ Currents
- ♦ Access to the data in graphic and text format via Internet, and voice
- ♦ All data updated at 6-minute intervals

State Projects

The City of Homer supports the following state projects which, if completed, will bring significant benefits to Homer residents:

Transportation projects within city limits:

- Homer Intersection Improvements
- Kachemak Drive Rehabilitation/Pathway
- Main Street Reconstruction/Intersection
- Pioneer Avenue Upgrade

Transportation projects outside city limits:

- East End Road Rehabilitation, Kachemak Drive to Waterman Road
- Sterling Highway Reconstruction, Anchor Point to Baycrest Hill
- Sterling Highway Realignment, MP 150-157

Non-transportation projects:

- Alaska Maritime Academy
- Kachemak Bay Tidal Power

See following pages for project descriptions.



Homer Intersection Improvements

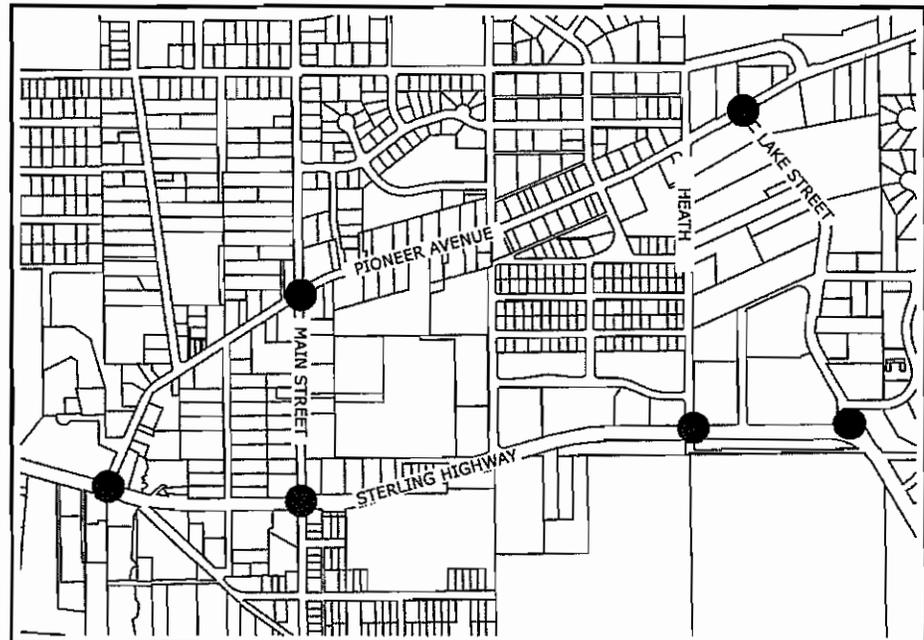
PROJECT DESCRIPTION & BENEFIT: This project will implement recommendations of the 2005 Homer Intersections Planning Study commissioned by the Alaska Department of Transportation and Public Facilities. The study, which focuses on 12 intersections, involved traffic forecasts and analysis of intersection safety, intersection options, and pedestrian needs. The benefit of the project will be to enhance traffic safety and quality of driving and pedestrian experiences for residents and visitors, particularly as the community continues to grow.

The study notes that for the intersections that need roundabouts or traffic signals, either option will function well; however, "the Alaska Department of Transportation and Public Facilities supports the development of modern roundabouts at these locations because of the good operational performance of roundabouts, superior safety performance, and reduced maintenance."

Problem intersections and recommended improvements noted in the study are as follows:

Sterling Highway and Lake Street	Roundabout or traffic signal now (Traffic signal was installed Dec. 2005)
Sterling Highway and Main Street	Roundabout or traffic signal now (Funding secured for traffic signal)
Sterling Highway and West Hill Road	Add left turn lanes now
Sterling Highway and Heath Street	Roundabout or traffic signal now
Pioneer Ave. and Heath Street	Roundabout or traffic signal now
Pioneer Ave. and Lake Street/East End Road	Roundabout or traffic signal now
Sterling Highway and Pioneer Ave.	Roundabout or traffic signal now
Sterling Highway and Kachemak Drive	Reevaluate in 2010 for roundabout or traffic signal
Pioneer Avenue and Main Street	All way stop before 2011; roundabout or traffic signal in 2011
East End Road and Fairview Avenue	Turn lane improvements in 2011
East End Road and East Hill Road	Reevaluate in 2010 for roundabout or traffic signal

PLANS & PROGRESS: The Alaska Legislature appropriated \$2 million for FY 2009 to the City of Homer for Main Street reconstruction/intersection.



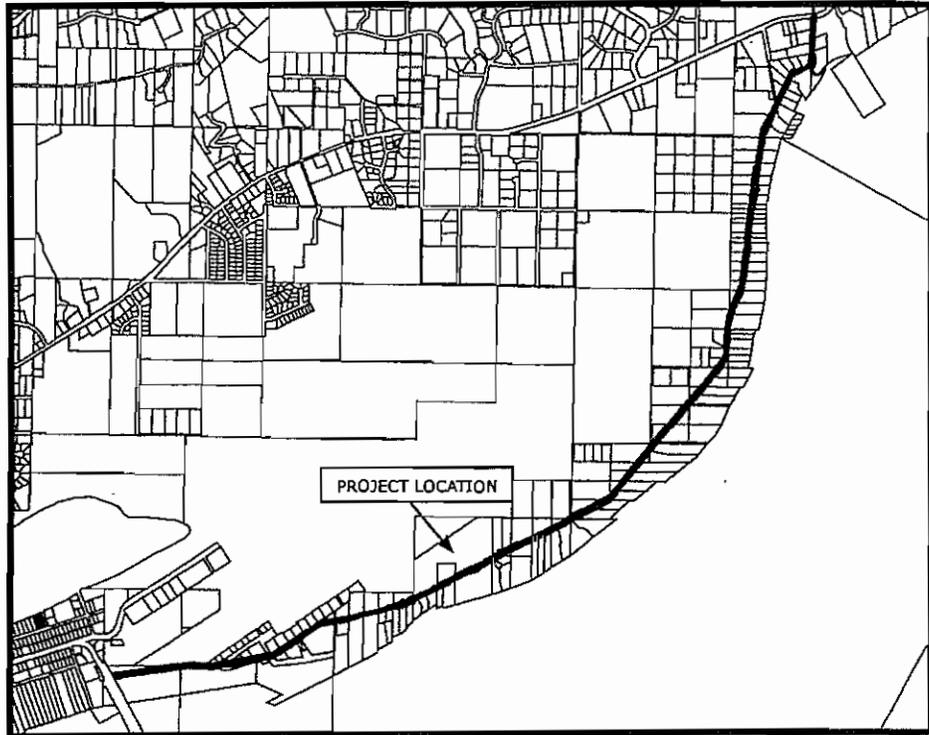
ADOT has recommended roundabouts or traffic signals at six central Homer intersections, to be accomplished as soon as possible. A traffic signal was installed at the Lake Street/Sterling intersection in 2005.



Kachemak Drive Rehabilitation/Pathway

PROJECT DESCRIPTION & BENEFIT: Kachemak Drive provides an alternate route for east-of-Homer traffic to the airport, Spit and harbor, and Ocean Drive commercial district (approximate daily traffic 1,500 vehicles). The road accesses the largest industrial marine storage repair and boat launch complex on the southern peninsula, passes residences, light commercial/industrial businesses, and moose wetlands. Rehabilitation needs have been identified for raising the embankment, surfacing, widening, and drainage improvements.

Automobile and large truck traffic on Kachemak Drive has increased in recent years, with drivers showing a greater tendency to speed. These conditions make the road treacherous, at best, for bicycle and pedestrian traffic. Construction of a separated pathway along East End Road, as proposed, will increase recreational and commuter bicycle and pedestrian traffic on Kachemak Drive and will improve driver, bicycle, and pedestrian safety. Because of the significant right-of-way acquisition involved, the project to build a separated pathway along Kachemak Drive will take several years to complete.





Main Street Reconstruction/ Intersection

PROJECT DESCRIPTION & BENEFIT: This project will provide curb and gutter, sidewalks, storm drainage, and paving for Main Street from Pioneer Avenue to Bunnell Street.

Homer's Main Street is a primary north-south corridor running from Bayview Avenue (near the hospital) to Ohlson Lane (near Bishop's Beach). In the process, it connects Homer's primary downtown street, Pioneer Avenue, with the Sterling Highway and provides the most direct access to the Old Town district. It also provides the western border to Homer's new Town Center district.

Despite its proximity to the hospital, businesses, and residential neighborhoods, Main Street has no sidewalks, making pedestrian travel unpleasant and hazardous. Sidewalks on this busy street will enhance the quality of life for residents and visitors alike and provide economic benefits to local businesses and the community as a whole.

PLANS & PROGRESS: Main Street is a City street from Pioneer Avenue northward, and a State street from Pioneer Avenue south. The Homer Non-Motorized Transportation and Trail Plan, adopted by the City Council in 2004, calls for construction of sidewalks on both sides of Main Street to provide a safe means for pedestrians to travel between Old Town and Pioneer Avenue, and stresses that this should be regarded as a "near term improvement" to be accomplished in the next two years. The Homer City Council passed Resolution 06-70 in June 2006 requesting that ADOT "rebuild and upgrade Main Street from Pioneer Avenue to Bunnell Avenue as soon as possible in exchange for the City assuming ultimate ownership, maintenance, and operations responsibility."

The Alaska Legislature appropriated \$2 million to the City of Homer for FY 2009 for this project. However, Alaska Dept. of Transportation estimates indicate that this is not enough to cover both the intersection improvement and reconstruction of the entire section from Pioneer Avenue to Bunnell Street.



A mother pushes a stroller along Main Street between the Sterling Highway and Bunnell Street, while another pedestrian walks on the other side of the road.

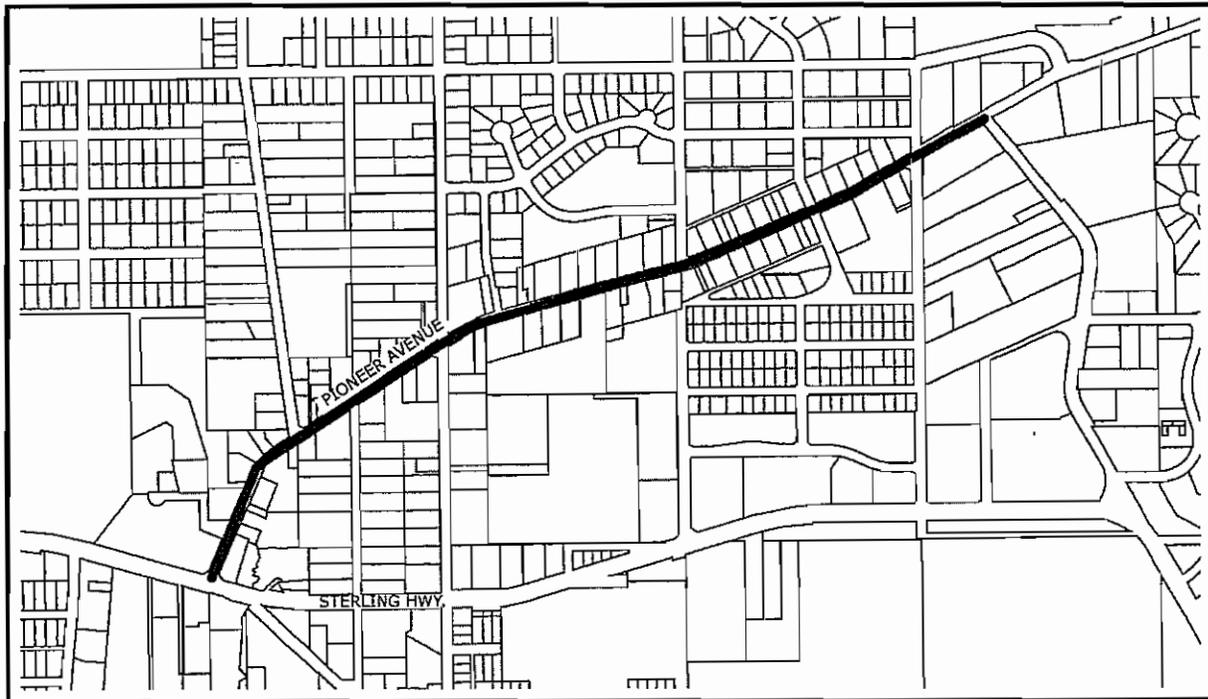


Pioneer Avenue Upgrade

PROJECT DESCRIPTION & BENEFIT: "Complete streets" are defined as streets which are designed and operated to enable safe access for all users: pedestrians, bicyclists, and motorists. Pioneer Avenue is a mile-long arterial road in the part of Homer typically thought of as "downtown." However, in its current form, Pioneer Avenue does not function well as a downtown street. While the posted speed limit is 25 mph, wide lanes and lack of traffic calming features encourage drivers to go much faster. Using a bicycle on a sidewalk in a business district is against state law, but the practice is tolerated on Pioneer Avenue because it is generally acknowledged that the street is unsafe for cyclists. Crosswalks are few and far-between (five total) and many drivers fail to notice pedestrians in time to stop when pedestrians are waiting to cross. Some east-west crossings are particularly long and intimidating (e.g., at Main Street and Heath Street). For all these reasons, walking is not very popular along Pioneer Avenue, to the detriment of downtown businesses.

The Pioneer Avenue Complete Street Project will encourage non-motorized transportation by narrowing the driving lanes, adding distinct bicycle lanes and additional well-marked crosswalks, and incorporating other traffic calming features to further slow traffic and improve pedestrian and bicycle safety. Landscaping and appropriate "downtown" lighting will also be included in the project. It will be most cost effective to complete this work in conjunction with Pioneer Avenue Intersection safety improvements recommended in the 2005 Homer Intersections Planning Study (ADOT).

PLANS & PROGRESS: The project Pioneer Avenue Rehabilitation is included in the 2010-2013 Alaska Statewide Transportation Improvement Program.





East End Road Rehabilitation - Kachemak Drive to Waterman Road

PROJECT DESCRIPTION & BENEFIT: This project will rehabilitate East End Road from Kachemak Drive to just past Waterman Road. The project will include widening the road to 32 feet, including 4-foot wide shoulders, and constructing a separated shared-use pathway, along with drainage improvements.

Completion of this project will improve the road surface and help protect the road against erosion. It will also provide opportunities for walking and biking for recreation and as an alternative to driving.

PLANS & PROGRESS: The project as originally described in the 2006-2009 State Transportation Improvement Plan was to rehabilitate East End Road all the way out to McNeil Canyon School. Due to cost increases, reduced federal funding, and opposition from some Fritz Creek residents, the plans were scaled back.

Right-of-way acquisition began in late 2009. Construction is anticipated to begin in 2011.



East End Road is an important transportation corridor for several thousand Homer area residents.

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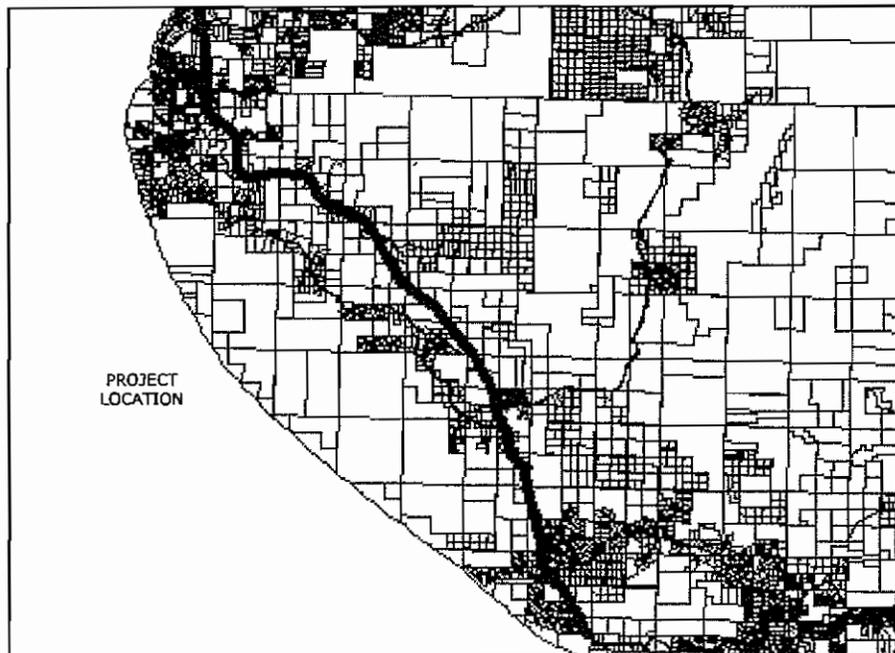
Sterling Highway Reconstruction - Anchor Point to Baycrest Hill

PROJECT DESCRIPTION & BENEFIT: This project will reconstruct 12 miles of the Sterling Highway between Anchor Point (MP 157) and the top of Baycrest Hill in Homer (MP 169) to address severe safety issues resulting from curves, hills, and blind spots on the existing road. The project has been identified as a high priority of the Kenai Peninsula Borough.

Many major side road intersections, gravel hauling operations, and school bus stops contribute to dangerous conditions on the 12-mile section of highway, which has been the scene of several serious accidents, many with fatalities, over the past several years. Continued population growth has led to more subdivisions with intersecting roads and more traffic on the highway, exacerbating the problem. School buses must stop in some locations with blind corners and hills.

The project calls for construction of an improved 2-lane highway paralleling the alignment of the existing highway. The reconstructed highway will be designed to allow two additional lanes to be added at a future date.

PLANS & PROGRESS: This project ("Sterling Highway: MP 157-169 Rehabilitation - Anchor Point to Baycrest Hill") is included in the Draft 2010-2013 Alaska Statewide Transportation Improvement Program (STIP). In September 2009, the Kenai Peninsula Borough reported sufficient funding has been identified for preliminary design and environmental documents, but additional funding will be necessary to proceed. Total costs are expected to exceed \$36 million; consequently, the project may be constructed in phases.



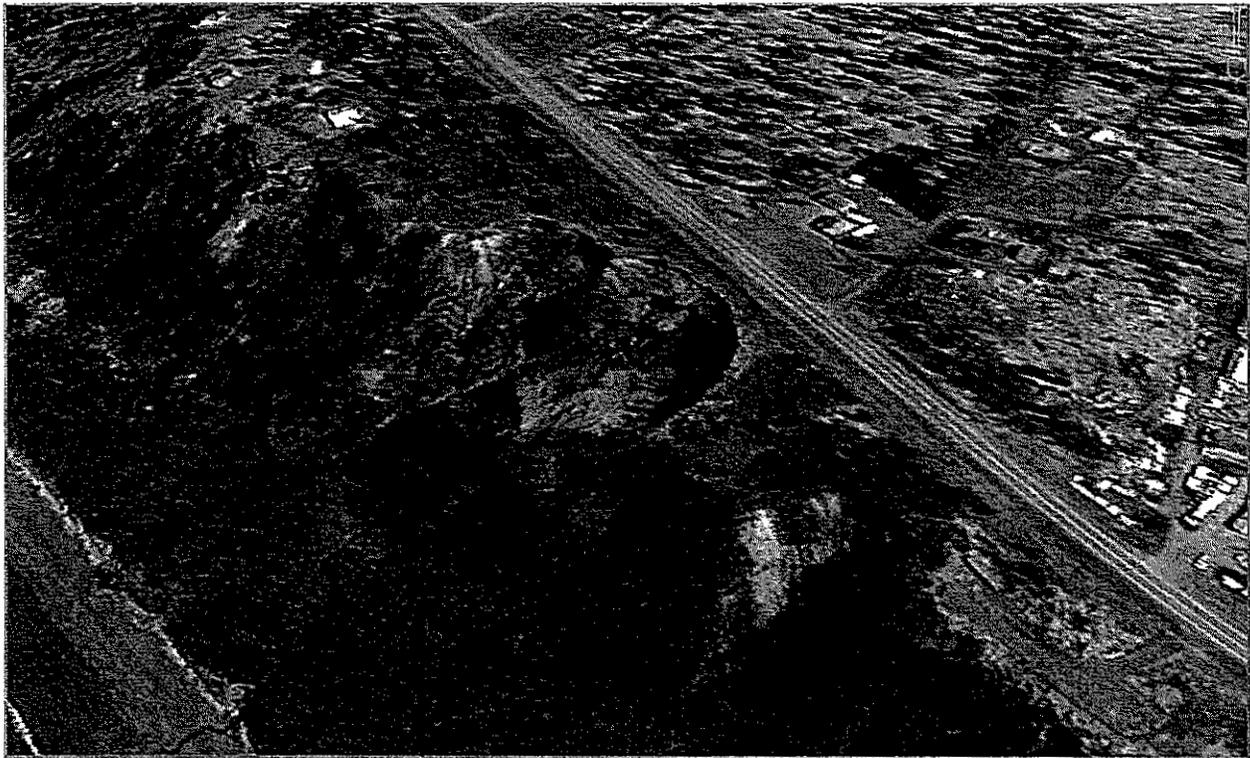


Sterling Highway Realignment, MP 150-157

PROJECT DESCRIPTION & BENEFIT: The Sterling Highway is a vital transportation corridor serving most of the communities on the Kenai Peninsula, including Homer at the southern terminus, and is the only road connecting these communities to the larger North American road system. The vast majority of people and goods routed in and out of Homer utilize the Sterling Highway as compared to air or water transportation.

This project will protect the Sterling Highway from erosion that is threatening the highway north of Anchor Point. Completion of the project will involve re-routing the highway away from areas that are eroding, utilizing existing road right-of-way as much as possible. The Alaska Department of Transportation has noted that the first effort needed is for reconnaissance study to evaluate alternatives and quantify costs.

PLANS & PROGRESS: The project "Sterling Highway Erosion Response MP 150-157" is included in the 2010-2013 Statewide Transportation Improvement Program (STIP).



As seen in this aerial image, the eroding edge of the bluff is now only 30 feet away from the Sterling Highway at a section just north of Anchor Point.



Alaska Maritime Academy

PROJECT DESCRIPTION & BENEFIT: This project will establish an accredited maritime academy providing quality post-secondary education primarily focused on marine related programs for developing career-oriented skills relating to engineering, ship operations, marine science, maritime management, and small vessel design and operation. The academy would provide both classroom and hands-on training, taking advantage of Homer's existing marine trades industry cluster and opportunities for time onboard vessels in port and at sea.

The federal Maritime Administration provides training vessels and other support to state maritime academies. Currently there are six academies in the U.S.; none in Alaska. Alaska Statute Sec. 44.99.006 specifies that the governor may enter into an agreement with the Federal Maritime Administration to provide for an Alaska Maritime Academy.

PLANS AND PROGRESS: The Homer City Council approved Resolution 10-22(A) requesting that Alaska's governor select Homer as the site of an Alaska Maritime Academy and specifying that a citizens task force be established to facilitate the effort to develop a maritime academy here. A possible location for the academy would be the former public school building ("Old Intermediate School") now owned by the City of Homer.



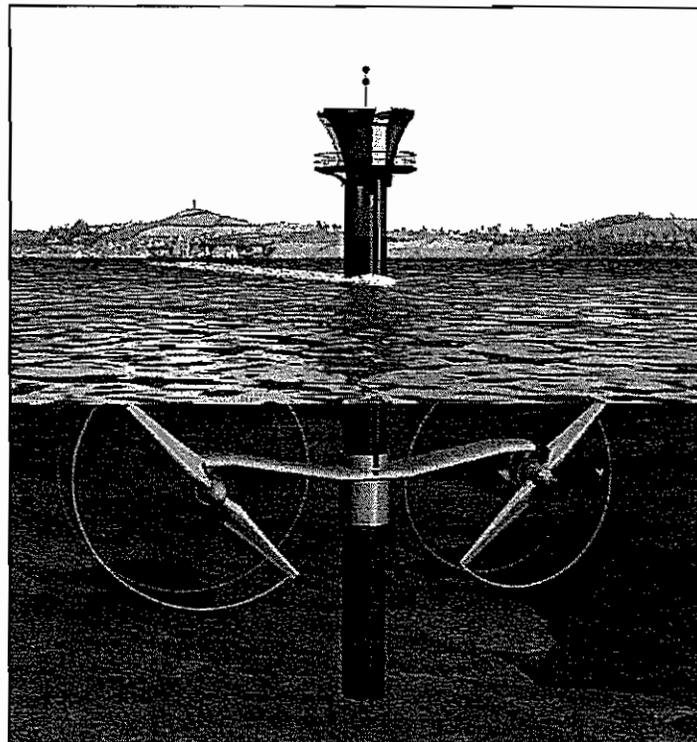
Maritime academies utilize both classroom and hands-on training. The training ship for the Great Lakes Maritime Academy in Traverse City, Michigan is shown in the background of this photo.



Kachemak Bay/Cook Inlet Tidal Power

PROJECT DESCRIPTION & BENEFIT: It is widely recognized that Alaska has some of the best potential in the world for generating tidal energy, a far more constant and predictable source of energy than either wind or solar. The proposed project will tap the hydrokinetic energy resources of Kachemak Bay/Cook Inlet to establish Alaska as a leader in tidal energy while reducing dependence on fossil fuels for those on the Railbelt grid.

PLANS & PROGRESS: In 2008 the City of Homer submitted an application to the Alaska Energy Authority for funding to be appropriated by the Alaska Legislature for FY 2010. The application documented a cost share of more than 50%, mostly in research assistance from NOAA. The project was slated to be funded before the budget for renewable energy projects was reduced by half from the amount originally proposed. The City updated and resubmitted the application in November 2009. The project was approved for funding by AEA and the Legislature appropriated sufficient funds; however, the governor reduced funding by half, which did not leave enough for the Kachemak Bay project. A new application was submitted to AEA in September 2010. The outcome of this proposal was that AEA decided to fund NOAA directly, from a separate funding source, to study tidal power potential in Kachemak Bay and Cook Inlet. The total approved was approximately \$300,000. The City of Homer supports the partnership between AEA and NOAA and urges the State of Alaska to provide funding for engineering and design of a tidal power project once feasibility is established.



This illustration depicts a typical horizontal axis turbine, similar to conventional two-blade wind turbines. Though this is an artist's rendering, an actual 1.2 MW turbine of this type (SeaGen) was installed in 2008 in Ireland.

Projects Submitted by Other Organizations

*The City of Homer supports the following projects
for which local non-profit organizations are seeking funding
and recognizes them as being of significant value to the Homer community:*

Cottonwood Horse Park
Haven House Sustainability/Energy Efficiency Projects
Kevin Bell Arena Floor Upgrade
Pratt Museum Renovation
Roger's Loop Trailhead Land Acquisition
South Peninsula Hospital: Bariatric Equipment
South Peninsula Hospital: Enhanced Communication System
South Peninsula Hospital: Fire Suppression System Booster Pump
South Peninsula Hospital: New Surgery Doors
South Peninsula Hospital: RFID Asset Tracking and Security
Visitor Information Center Parking Lot

See following pages for project descriptions.



Cottonwood Horse Park

PROJECT DESCRIPTION AND BENEFIT: Kachemak Bay Equestrian Association (KBEA) is seeking capital acquisition funds to complete the purchase of Cottonwood Horse Park located near Jack Gist Park in Homer.

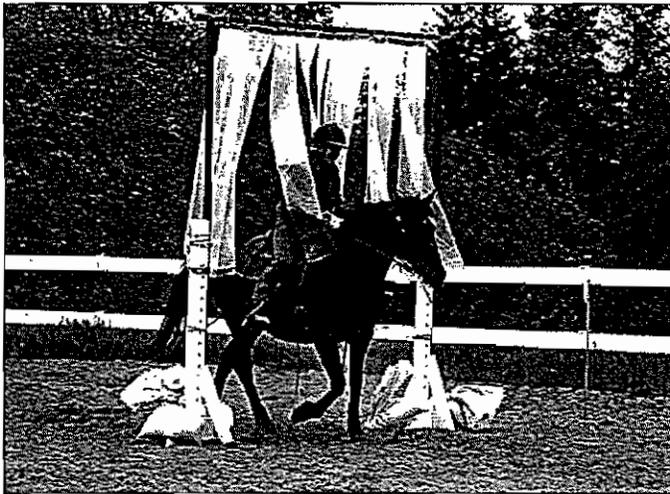
Development of Cottonwood Horse Park began in 2007, when KBEA secured 501(c)3 status and constructed an arena on 3.29 acres of land acquired through a purchase agreement. During the first three summer seasons events at the horse park drew more than 1,065 participants and 1,535 spectators.

The Horse Park fulfills a goal identified in past Homer recreation plans. During the 2010 season use of the park expanded from horse shows, clinics, and riding lessons to a place for picnics, dog walking, a preschool outdoor adventure club and horse camps. KBEA partnered with the local chapter of Connecting Children with Nature to develop a mud wallow. Also, the community celebrated Estuary Day with a BioBlitz on the property to identify all the organisms in the local park environment.

In 2006 the City of Homer acquired, through donation, .89 acres of land adjacent to the proposed horse park and has stipulated that the property be used for parks/recreation or green space. City of Homer Resolution 06-116 expresses the intent of the City to donate the property to KBEA. KBEA is now seeking to raise the remaining funds needed to acquire full title to the existing property.

PLANS AND PROGRESS: As of September 2010, KBEA has raised \$120,000 towards land purchase and approximately \$74,457 in donations of cash, goods, and services towards the development of the park's infrastructure and facilities. Initial development of the property has included a 130 x 200 foot arena, a round pen, horse pens, handicapped accessible restrooms, installation of water, a mud wallow, and a natural playground. KBEA has been awarded grants from Rasmuson Foundation, Homer Electric Association, American Seafoods Company, and Homer Foundation that have allowed completion of the parking lot, an upgrade to the restrooms, construction of benches and tables, and installation of electricity. Grants were received from Jansen Foundation towards purchase of the land.

KBEA has sponsored numerous revenue-generating events including cowboy cabarets, chili cook-offs, garage sales, horse shows, pony club camps, lessons, clinics, and cowboy races.



A rider negotiates an obstacle in the Cowboy Race 2010.

The organization has a business plan and continues to fundraise.

Total project cost: \$317,000

Amount needed to complete land purchase: \$99,720



Haven House Sustainability/ Energy Efficiency Projects

PROJECT DESCRIPTION & BENEFIT: South Peninsula Haven House is a 24-hour staffed shelter with a mission to support and empower people impacted by domestic violence and sexual assault. As part of the area's comprehensive public safety network, Haven House operates a 10-bed shelter and child advocacy center and has responded to community crisis needs by expanding services. This increased service demand has occurred while the shelter faces dramatic increases in the cost of fuel and utilities.

The proposed project seeks to enhance sustainability and reduce costs at Haven House by 1) establishing a greenhouse to produce fresh vegetables (and provide a soothing, nurturing activity for shelter residents); 2) replacing 27 drafty windows with more secure, insulated windows; and 3) modifying the current entry way and replacing entry way doors with more heat-efficient models. This modification will also increase the security of the property and safety of the residents.

These projects will build on sustainability programs that have already been undertaken at Haven House. These include an internal recycling program, replacement of old inefficient plumbing fixtures, and education about recycling, composting, and basic gardening.

Cost: \$5,000 for greenhouse kit, \$8,000 for entry way modifications, \$20,000 for 27 replacement windows, and \$3,000 for ten window quilts. Total: \$36,000.





Kevin Bell Arena Floor Upgrade

PROJECT DESCRIPTION & BENEFIT: The Homer Hockey Association, Inc. (HHA), as owners of an ice rink facility known as the Kevin Bell Arena, is requesting capital improvement funds for the purpose of converting the rink area floor from sand to concrete, thus allowing multiple uses in a year-round facility.

The Kevin Bell Arena was built in 2005 by Homer Spit Properties, LLC (HSP) and leased to HHA under a long-term lease agreement. HHA has recently purchased the facility from HSP through an owner-finance transaction based on a 30-year note. During the design and construction phase, HHA secured grant funds to purchase and install all of the mechanical components of the refrigeration system, boards, glass, and all of the finish work on the interior of the building at a cost of \$1.2 million. In order to stay within budget, the decision was made at the time to install a less expensive sand based floor for the ice area rather than concrete.

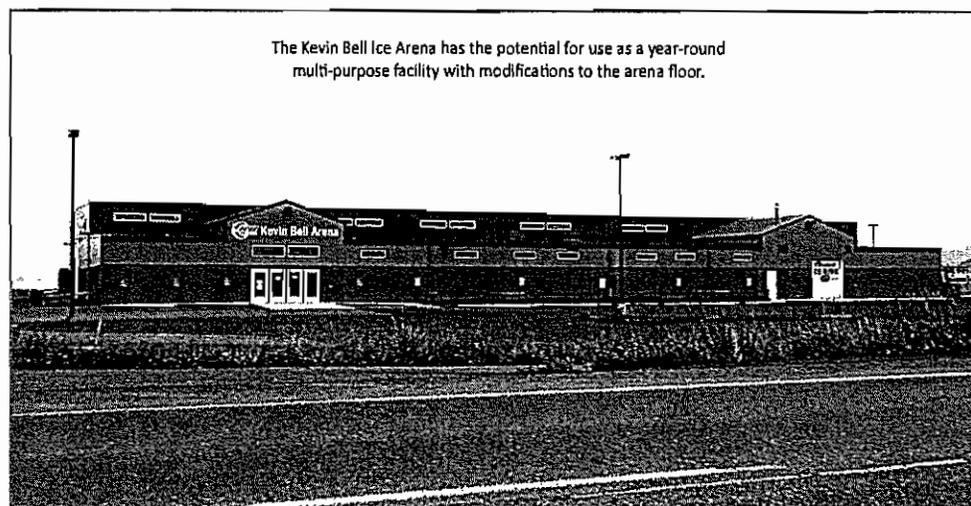
The conversion process from sand to concrete requires a demolition phase to remove the existing rink tubing, sand and insulation as well as the excavation of an additional 3.5 inches of sand. The installation phase includes compacting the sand under the rink floor, re-installing the insulation and vapor barrier, installation of reinforcing steel bars, mesh and expansion joint around the rink, re-installation of distribution manifolds across the rink center, and installation of new rink tubing and concrete pour. Once the concrete is cured, reinstallation of the boards, glass and ice can commence.

The Kevin Bell Arena provides residents of the southern Kenai Peninsula with an indoor ice facility as well as programs and activities including Learn to Skate through Hockey, youth and adult hockey programs, as well as figure skating, broomball, public skating, teen skating events and much more. The arena currently allows Homer to host hockey games, tournaments, and other events, providing an economic boost to the community.

The installation of a concrete floor will provide opportunities for year-round use for a variety of groups and events, especially during the off-season, April through August. Possibilities include home, car, and boat shows; concerts, and conventions. The space would attract statewide interest in Homer as a viable venue for such events and enhance Homer's attraction as a destination for tourism and commerce. In addition, it would provide HHA with summer revenue estimated at \$30,000 over a 4-month period.

PLANS & PROGRESS: Detailed discussions with an experienced private contractor have provided a clear understanding of the scope of work and costs involved. While the bulk of the demolition can be accomplished with volunteer labor, the installation of the concrete would be done by a contractor.

Cost: \$350,000



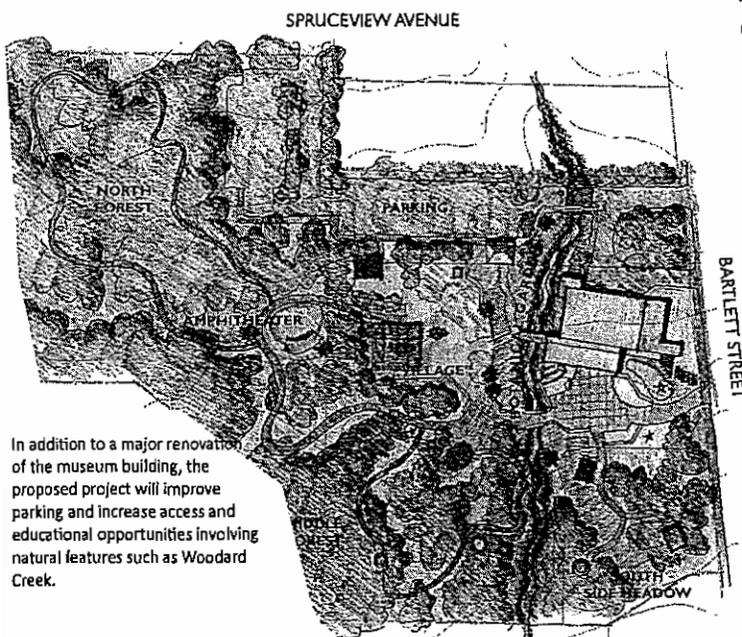
Contact Mayor Jim Hornaday or City Manager Walt Wrede at 235-8121



Pratt Museum New Facility and Site Redesign

PROJECT DESCRIPTION & BENEFIT: The national award-winning Pratt Museum is dedicated to helping people explore the Kachemak Bay region through the sciences, arts, and humanities. The Pratt’s exhibits, education programs, and collections seek to foster self-reflection and dialogue among the Museum’s community and visitors. Each year, the Pratt serves more than 35,000 visitors and engages more than 4,000 young and adult learners in its programs. One of only five accredited museums in Alaska, the Pratt is consistently viewed as one of Alaska’s most important cultural institutions and as a leader among small museums across the country.

Today the Pratt Museum finds itself in a structure that doesn’t meet the Museum and community’s needs. The existing 10,500 square foot building is more than 42 years old. The building’s galleries, collections storage, public meeting, and education spaces do not support the Pratt’s goals or embrace current opportunities. The Pratt is now working with its community on a project to enable the Pratt to better serve the community and visitors long into the future through the construction of a new facility and redesign of the Pratt’s 9.3 acres. Benefits of this project will include: 1) improved education programs and exhibits; 2) creation of a community learning space to promote education and community dialogue; 3) an expanded trail system, outdoor exhibits, and stewardship of Woodard Creek; 4) the ability to serve larger visitor and school groups; 5) greater representation at the Museum of the region’s diverse cultural groups; 6) the ability to care for growing collections including community archives and stories; and 7) full disability accessibility.



In addition to a major renovation of the museum building, the proposed project will improve parking and increase access and educational opportunities involving natural features such as Woodard Creek.

PLANS & PROGRESS: Nearly a decade of thorough organizational evaluation, professional assessment, and community dialogue has led the Pratt Museum Board of Directors and staff to the decision to embark on this ambitious capital project. A fundraising feasibility study was conducted in 2009 in tandem with the development of draft architectural and site concepts. Additionally, the McDowell Group conducted an analysis of the economic impact of the Pratt’s operations and construction project on the local community, finding that the Museum generates substantial economic activity in the region. In the Planning Phase, the Pratt has secured cash and pledges that represent 20% of the project budget and has laid the groundwork for the successful completion of this project through the following critical steps:

1) The Pratt has gathered diverse community and stakeholder input through public meetings, surveys, and other means to guide the Planning Phase and will continue to gather input through the Design

Phase. 2) With leadership from the Patrons of the Pratt Society, 9.3 acres of urban green space have been acquired in the heart of Homer, which the Museum now owns debt-free. 3) The Museum has secured \$1.7 million (20% of project total) in cash and pledges including a prestigious \$750,000 National Endowment of the Humanities Challenge Grant, \$100,000 for planning support from the Alaska State capital budget, and a leadership gift from an individual donor of \$105,000. 3) The Pratt is participating in the Rasmuson Foundation’s prestigious “Pre-Development Program,” which has provided more than \$70,000 in in-kind planning services, resulting in substantial Planning Phase cost savings. 4) The Museum has recruited community leaders for the capital campaign who represent the Pratt’s multiple disciplines in the arts, sciences, and humanities. 5) The Pratt has kicked off Phase II community input planning and research for the Master Exhibit Plan permanent exhibit renovations to be installed in the new building.

Cost: Preconstruction—\$1 million Construction—\$7.5 million



Rogers Loop Trailhead Land Acquisition

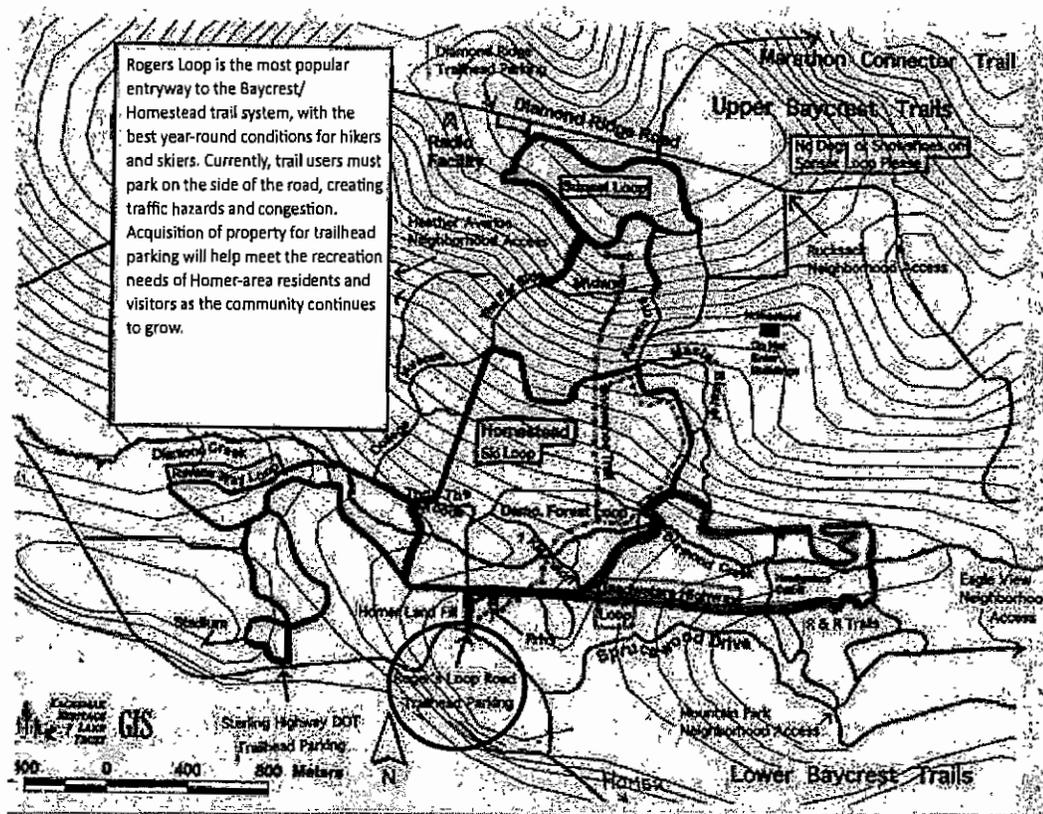
PROJECT DESCRIPTION AND BENEFIT: This project will provide a parking/staging area at the Rogers Loop trailhead, greatly improving access to the skiing and hiking trails maintained by the Kachemak Nordic Ski Club (KNSC), the Homer Soil and Water Conservation District, and Kachemak Heritage Land Trust.

Currently the only parking at the popular Rogers Loop trailhead is on the shoulder of Rogers Loop Road, creating problems even for typical everyday use by skiers and hikers. The proposed parking area is critical to the continued use of the lower Baycrest Ski Trails, the Homestead Hiking Trail, and the Demonstration Forest. Parking at the Rogers Loop trailhead will provide the best and (during the summer season) only access to the City of Homer's Diamond Creek Park, adjacent to the existing trail system. There is potential to develop new year-round trails on the City property; however, parking will be needed for this to become a reality. It is the KNSC's intent to transfer ownership of the Rogers Loop property to the City of Homer once it is acquired.

Current access to the existing trail system via the Sterling Highway (near the landfill) is dependent on the Borough renewing its Memorandum of Agreement with the KNSC. Access from Rogers Loop is all the more critical given the tenuous nature of the Borough commitment and other problems with the Sterling Highway access, including frequent marginal/icy snow conditions in the winter and no access to hiking in the summer. Currently 635 acres of public recreation land has inadequate parking for summer use (275 acres owned by the City of Homer and 360 that comprise the Demonstration Forest).

PLANS AND PROGRESS: The KNSC board has approved the concept of purchasing land for parking and trail access on Roger's Loop, has designated \$1,500 for the project, and is actively working to raise additional funds. Discussions with landowners at the trailhead site are in progress.

Cost: \$50,000



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South Peninsula Hospital Bariatric Equipment

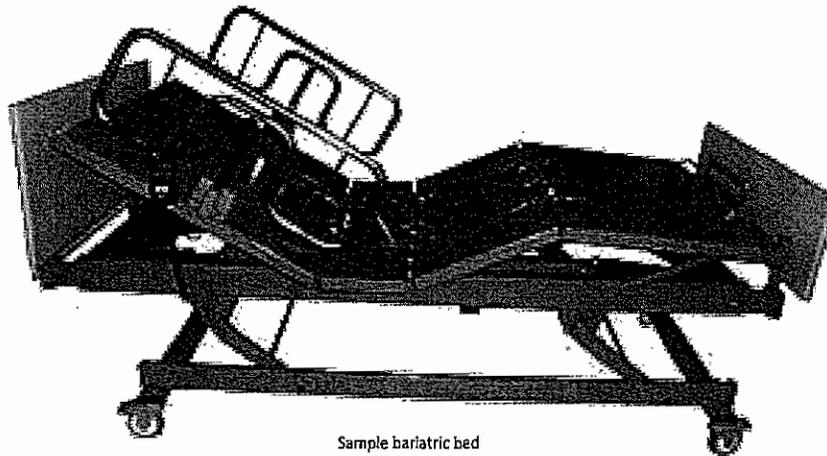
PROJECT DESCRIPTION & BENEFIT: South Peninsula Hospital (SPH) is in need of appropriate equipment to better serve the growing population of obese patients in the SPH service area. Specifically needed are a ceiling lift, bed, and commode to best accommodate these patients.

The hospital has seen a marked increase in the number of obese patients served over the last two years, and the expectations are that this number will continue to grow as the population served ages. Recent projections show an 80% growth in the senior population over the next ten years, and a growing incident of chronic illness, often which leads to frequent hospitalizations. South Peninsula Hospital is the only hospital in a 75 mile radius and wants to meet the needs of the residents in the service area.

Management of an obese patient without the proper equipment involves significant challenges and risks to both the patient and staff. A bariatric patient's visit to the hospital without appropriate equipment creates the need for four additional staff on duty during the entire patient's stay. Staff risk injury when moving and comforting the patient and the patient risks injury by using equipment that isn't appropriate for his/her size. The hospital currently rents such equipment when accommodating patients over 600 pounds, but this unfortunately takes time to put into place (and there is rarely advance notice) and generates additional charges for the patient.

PLANS & PROGRESS: New patient rooms in the recently constructed patient wing have been designed to accommodate bariatric equipment. Equipment to accommodate heavier patients not greater than 600 pounds has been purchased and installed. Price quotes have been received for the equipment yet to be purchased.

Cost: \$55,000 (includes one bed, one commode, and ceiling lift)



Sample bariatric bed



South Peninsula Hospital Enhanced Communication System

PROJECT DESCRIPTION & BENEFIT: An Enhanced Hospital Communication System is needed to provide immediate and continuous communication for clinical healthcare workers at South Peninsula Hospital. The hospital encourages physicians and nursing staff to be at patient bedside; however, that time is limited due to the need for staff to confer with each other and document the needs of the patient. A new system will allow physicians and staff to talk with each other without being in the same room; hence, more time can be spent with patients.

An Enhanced Hospital Communication System will allow clinical staff to better respond to the needs of patients and fellow staff. It is facilitated by a small device which can be clipped to a uniform or identification badge. It enables instant 2-way voice communication, the transmission of data, the ability to send alerts or text messages, and the ability to make phone calls. On command, the information is integrated directly into the patient's electronic health record, resulting in fewer errors and better quality of care.

Such a system increases efficiency since work can be performed from all locations in the hospital without waiting to get to a designated work station. Not only is this system critical for the quality of patient care, improved customer service, and improved staff efficiencies on a daily basis, it will be invaluable as an emergency response communication system.

PLANS & PROGRESS: Systems have been researched and price quotes obtained. Pricing here is based on the Vocera brand. The existing hospital information system is being altered to integrate with this system.

Cost: \$31,000 (includes system software and hardware purchase and installation)



An Enhanced Hospital Communication System allows staff to communicate with each other at the touch of a button on a device clipped to a pocket or ID badge or worn on a lanyard around the neck. Shown here are staff at Memorial Healthcare in Owosso, Michigan, which touts its use of Vocera devices.



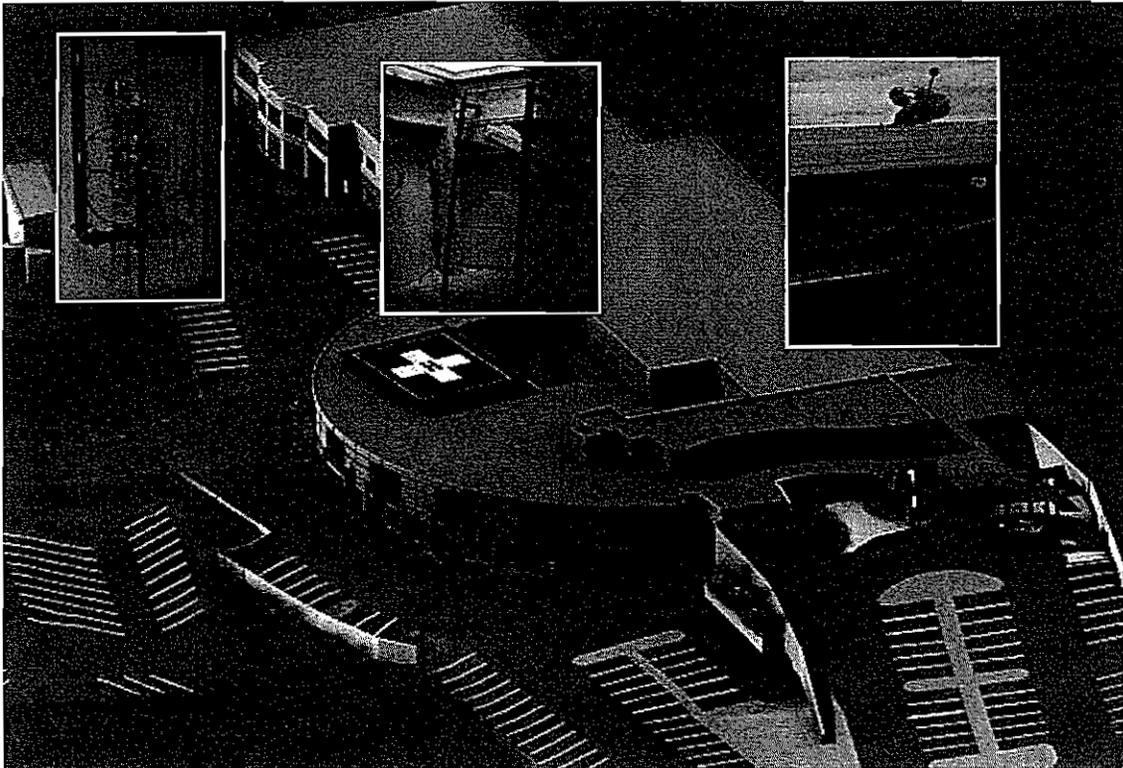
South Peninsula Hospital Fire Suppression System Booster Pump

PROJECT DESCRIPTION & BENEFIT: South Peninsula Hospital is completing the second phase of construction of a new patient wing which includes a rooftop helipad for medical emergency transport. Although the type of craft landing there is permitted to use a cart-mounted fire suppression system, all entities involved agree an automated AFFF Foam Fire Suppression System is the preferred system for safety to hospital personnel, patients, and local firefighters. City water pressure at this location is insufficient to run this type of system. Therefore, a booster pump is needed to generate the level of pressure required.

Without this system in place the hospital must utilize hand-carts (mobile suppressant units) which are difficult and expensive to acquire and do not meet the preferred level of response.

PLANS & PROGRESS: The helipad opened for use in November 2009. The AFFF system has been designed and all components have been pre-built and/or installed, with the exception of the booster pump and valve work. No remodel work will be required to accommodate this. Space for the pump is reserved.

Cost: \$96,000 (includes valving, cost of pump, and installation)



Architectural drawing of completed project with insets of work completed to date to accommodate the AFFF Foam Suppression System.



South Peninsula Hospital New Surgery Doors

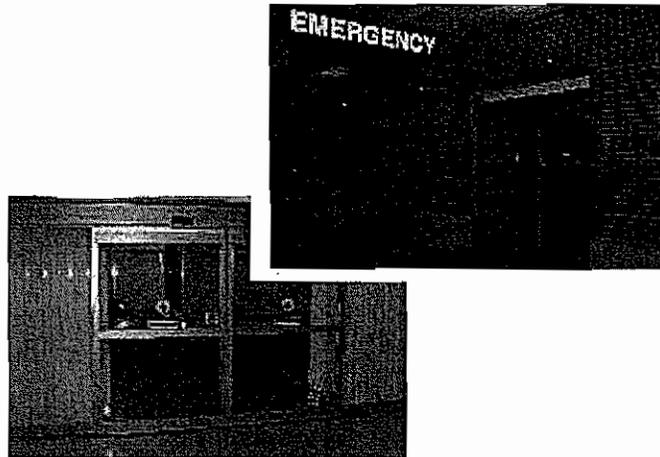
PROJECT DESCRIPTION & BENEFIT: South Peninsula Hospital's Surgery Department has a need for ergonomic, hospital-grade automatic operating room doors for to reduce the risk of injury to patients, staff, and surgeons and to comply with fire safety codes. The project consists of replacing the door in each of two operating rooms at the hospital with automatic doors constructed of metal and glass that meet new safety standards.

The existing doors are of a swinging style which creates a risk for staff due to the way they are opened. Staff routinely open the doors with a foot or arm in the interest of maintaining a sterile environment. However, this awkward maneuver puts staff at risk of injury.

Automatic doors will also help prevent the staff injuries incurred while moving patient stretchers in and out of the room through the manually operated doors currently in place. New, automatically opening doors will provide a significant improvement for a vital 30-year old section of the hospital to comply with current industry standards.

PLANS & PROGRESS: Door types have been researched and a preferred model has been selected.

Cost: \$32,000 for two doors, including installation. South Peninsula Hospital staff will provide site prep to make the project construction-ready.



Proposed automatic opening surgery doors at South Peninsula Hospital would be similar to the models shown here.



South Peninsula Hospital RFID Asset Tracking and Security

PROJECT DESCRIPTION & BENEFIT: This project will improve efficiency, save money, and help ensure the best possible patient outcomes by employing radio frequency identification (RFID) to track the location of hospital equipment and devices.

RFID is a technology that involves electromagnetic "tags" that emit radio signals which are picked up, read, and stored in a database. Active RFID can significantly decrease waste and reduce costs by providing an ongoing, accurate inventory. With room-level asset tracking capability, life-saving equipment can be found quickly. High cost equipment and mission-critical devices can be more effectively shared. Frequently-used gear including gurneys, wheelchairs, infusion pumps, and cardiac monitors can be located promptly.

Implementation of a real-time asset location solution will enable South Peninsula Hospital to significantly improve staff efficiency and reduce over-provisioning by providing real time, accurate inventory and immediate location of expensive equipment. Loss of high dollar items will be significantly reduced by alarm capabilities inherent in RFID tracking systems. Personnel and asset locations and interactions can also be monitored.

Cost: \$200,000 including installation



A modern hospital contains hundreds of pieces of equipment that can be efficiently tracked and located using RFID technology.



City of Homer Capital Improvement Plan • 2012 - 2017

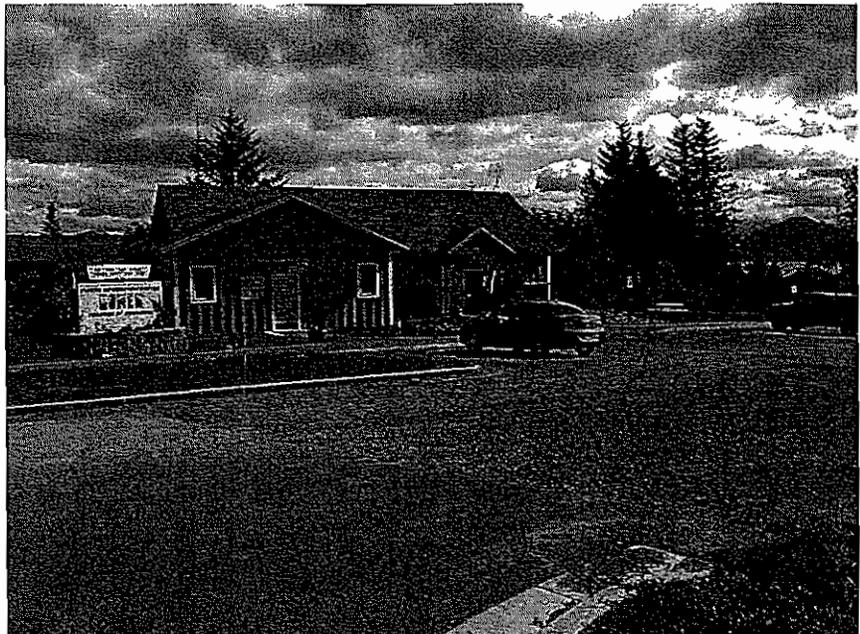
Visitor Information Center Beautification

Phase 1: Parking Lot

PROJECT DESCRIPTION & BENEFIT: The Homer Chamber of Commerce (HCOC) is seeking funds to pave the HCOC Visitor Information Center parking lot as part of a phased Beautification Project. This project will enhance development of the City's new Scenic Gateway Overlay District and has further potential to tie in with proposed Town Center development. The funds requested will be used to pave the parking lot, add ditches and culverts for drainage, stripe the lot for parking spaces, and add signage to deter pass-through traffic from the Sterling Highway to Bunnell Street.

Paving the Visitor Information Center parking lot will improve the appearance of the area, allow better access for the influx of visitors during the summer season and at year-round Chamber events, ensure handicap accessibility, and provide improved overflow parking for neighboring businesses. In addition, it will help address health and safety issues related to poor air quality, speeding vehicles, and pebbles kicked up by cars cutting through the parking lot between the Sterling Highway and Bunnell Street.

First impressions are what visitors to a community use to judge that area. One of the first places visitors come to when they drive into Homer is the Homer Chamber of Commerce Visitor Information Center. Approximately 150,000 people visit Homer every year. Attracting new businesses and families to our community—while also maintaining community pride for existing residents—is one of the key missions of the Homer Chamber of Commerce. An attractive Visitor Information Center, parking area, and surrounding grounds should be regarded as an important asset benefiting the entire community.



Other phases of the Visitor Information Center Beautification Project include adding a deck and rest area, gardens, artwork, and other landscaping. A final phase will develop the parcel located between the Chamber building and Bunnell Street.

PLANS & PROGRESS: The HCOC has completed excavation, grading, and backfill at a cost of \$40,000 raised specifically for this project.

Cost: \$200,000

Contact Mayor Jim Hornaday or City Manager Walt Wrede at 235-8121

Appendices

Explanation of Project Table

Project Table

City of Homer Long-Range Capital Projects

City of Homer Financing Assumptions

CIP Development Schedule

Public Hearing Notice

PROJECT TABLE – EXPLANATION

NOTE:	Project table contains City of Homer projects only.
Category:	Type of project: Road/Trail, Structure, Utility, Equipment
Project:	Title of project
Cost:	Total project cost
Priority Level:	<p>The numbers in this column refer to Priority Level 1 (highest), Priority Level 2, or Priority Level 3. In setting a priority level, the Homer City Council considers such questions as:</p> <ul style="list-style-type: none">• Will the project correct a problem that poses a clear danger to human health and safety?• Will the project significantly enhance City revenues or prevent significant financial loss?• Is the project widely supported within the community?• Has the project already been partially funded?• Is it likely that the project will be funded only if it is identified as being of highest priority?• Has the project been in the CIP for a long time?• Is the project specifically recommended in other City of Homer long-range plans?• Will the project provide significant economic benefits to the community?• Is the project strongly supported by one or more City advisory bodies? <p>These factors are weighed in combination to arrive at a priority determination.</p>
Year:	An X in one or more years indicates when the project is scheduled for implementation.
Year to CIP:	Year when project was first included in the City of Homer Capital Improvement Plan

CITY OF HOMER CAPITAL IMPROVEMENT PROJECTS 2010-2015		Priority Level	\$ Cost	YEAR							Year To CIP
				2011	2012	2013	2014	2015	2016		
LOCAL ROADS and TRAILS											
Heath Street, Pioneer to Anderson		1	4 M staff time		X	X	X				2001
Horizon Loop Trail, Feasibility & Conceptual Design		2		X							2010
Land Acquisition for New Roads		2	500,000	X	X	X					2007
Town Center Infrastructure		1	2 M		X	X	X				2005
STRUCTURES											
Ben Walters Park Improvements, Phase 2		2	200,000		X						2006
Deep Water Dock Expansion		1	29 M	X	X	X	X				1989
Deep Water Dock Upland Improvements		1	800,000		X						2010
Downtown Restroom		2	400,000			X					1996
East Boat Harbor		2	100.6 M	X	X	X	X	X			2004
End of the Road Wayside, Phase 1		3	1 M				X				2008
Fish Dock Restroom		2	400,000		X						2001
Fishing Lagoon Improvements		2	255,000	X							2009
Harbor Entrance Erosion Control		2	600,000			X					1998
Harbor Float Replacement/Ramp 3 Gangway & Approach		1	5.2 M	X	X						2003
Homer Spit Dredged Material Beneficial Use Project		2	980,000	X	X	X					2010
Jack Gist Park Improvements, Phase 1		2	100,000		X						2006
Karen Hornaday Park Improvements, Phase 1		1	700,000	X	X	X					1984
Mariner Park Improvements, Phase 1		1	975,000	X	X	X	X	X			2004
Port & Harbor Building		1	2.875 M	X	X	X					1985
Skyline Fire Station		1	1.35 M	X	X						2003
Upgrade System 5: Vessel Shore Power and Water		1	530,000		X					X	2010

Note: Only projects to be undertaken by the City of Homer are listed here. List does not include State transportation projects or those sponsored by non-profits or other organizations.

CITY OF HOMER LONG-RANGE CAPITAL PROJECTS

The following projects have been identified as long-range capital needs but have not been included in the 2011-2016 Capital Improvement Plan because it is not anticipated that they will be undertaken within the 6-year period covered by the CIP. As existing CIP projects are funded or as other circumstances change, projects in the long-range list may be moved to the 6-year CIP.

Within each category below (Roads and Trails, Structures, Utilities), projects are listed in alphabetical order.

ROADS AND TRAILS

Fairview Avenue – Main Street to East End Road. This project provides for the design and construction of Fairview Avenue from Main Street to East End Road. The road is approximately 3,000 lineal feet and the project will include paving, water and sewer mains, stub-outs, storm drains, and a sidewalk or trail. The project extends from the intersection of Main Street to the high school and finally to East End Road and will provide an alternative to Pioneer Avenue for collector street access east/west across town. This roadway would benefit the entire community by reducing congestion on Pioneer Avenue, the major through-town road, and would provide a second means of access to the High School. It would also allow for development of areas not currently serviced by municipal water and sewer.

This improvement is recommended by the 2005 Homer Area Transportation Plan. Necessary right-of-way has already been dedicated by the Kenai Peninsula Borough across the high school property.

Cost: \$1.75 million Priority Level 3

Fairview Avenue – Main Street to West Hill Road. This project provides for the design and construction of Fairview Avenue from Main Street to West Hill Road. The road is approximately 4,200 lineal feet and the project will include paving, water and sewer mains, stub-outs, storm drains, and a sidewalk or trail. Along with the Fairview to East End Road project, this project will benefit the entire community by providing an alternative to Pioneer Avenue for collector street access east/west across town, thereby reducing congestion on Pioneer Avenue and developing alternative access for emergency vehicle response. The need for the road extension has increased markedly with the development of three major residential subdivisions in the area.

This improvement is recommended in the 2005 Homer Area Transportation Plan.

Cost: \$3 million Priority Level 3

Beach Access from Crittenden and Main. This project will provide residents and visitors with coastal view stations and access to the beach at the southern ends of Crittenden Street and Main Street, utilizing City-owned land. The project will enhance connectivity in Homer's developing trails and park system, providing additional points of access so that beachgoers can walk onto the beach at one point and off at another, on a loop through Old Town, Town Center, etc. For those not physically able to walk all the way to the beach, platforms near the roads will provide nice views and benches on which to relax. Interpretive information could provide information on Homer history, beach formation, and other topics.

Improvements at Crittenden Street will consist of stairs with landings (designed to protect against erosion) constructed from the top of the bluff to approximately halfway down the slope. From there, a narrow, meandering pathway will continue to the beach.

The Main Street beach access point is envisioned to have a small parking area, a viewing platform with bench, and stairs with landings.

Cost: \$250,000 Priority Level 3

East Trunk/Beluga Lake Trail System. This project will create two connecting trails:

- The Beluga Lake Trail will partially encircle Beluga Lake with a raised platform trail that includes a wildlife observation site. The trail will connect neighborhoods and business districts on the north and south sides of the lake.
- The East Trunk Trail will provide a wide gravel pathway from Ben Walters Park east along the City sewer easement, along the north side of Beluga Lake (connecting with the Beluga Lake Trail), and eventually reaching East End Road near Kachemak City.

The completed trail system will connect Paul Banks Elementary School, the Meadowood Subdivision, and other subdivisions and residential areas to Ben Walters Park and also provide hiking, biking, and wildlife viewing opportunities around Beluga Lake. In addition, it will provide an important non-motorized transportation route.

The Beluga Lake Trail and a trail connection to Paul Banks Elementary School and East End Road are included in the 2004 City of Homer Non-Motorized Transportation and Trail Plan.

Cost: Beluga Lake Trail—\$1.5 M East Trunk Trail—\$2 M Priority Level 3

Homer Coastal Trail. Homer's coastal environment provides enormous scenic and recreational opportunities for area residents and visitors and has helped attract world-class educational and research facilities such as those incorporated in the new Islands and Ocean Visitor Center. With trail development in the area from Mariner Park to Bishop's Beach, the potential exists for even greater access to and appreciation of this unique resource, by individuals of all ages and physical abilities.

The 1.3 mile Homer Coastal Trail would be completed in three phases. Phase 1 will be to install rip-rap revetment and construct a paved asphalt pedestrian trail along the top of the new Ocean Bluff seawall, providing a route along this previously difficult-to-access section of the coast. Phase 2 will involve construction of a bridge over Beluga Slough and a boardwalk trail through the intertidal zone west to Bishop's Beach. Phase 3 will provide a boardwalk trail from the seawall to Mariner Park. The new trail will connect with the existing Beluga Slough trail and Homer Spit Trail. It will be enjoyed by hundreds of visitors and residents each year, contributing to quality of life and economic development.

Cost: Phase 1—\$2.5 million Phase 2—\$1.2 million Phase 3—\$1.5 million Priority Level 3

STRUCTURES

Downtown Restroom. It is expected that one public restroom facility will be built in a downtown location before 2014. This project will provide an additional downtown restroom for the benefit of residents and visitors. Currently, the only public restroom facilities along Pioneer Avenue are in City Hall. With proposed "Town Center" development, the need for restroom facilities will increase as more people frequent the downtown area. The specific location will depend on Town Center development and on where the first downtown restroom is located.

Cost: \$400,000 Priority Level 3

End of the Road Wayside, Phase 2. Phase 2 of this project will construct a plumbed bathroom.

Cost: \$400,000 Priority Level 3

Homer Conference Center. Homer is a popular visitor destination and the visitor industry is a critical component of the local economy. However, millions more dollars might be spent in Homer if a meeting facility large enough to attract conferences with several hundred participants was available. Currently, Homer has no facility capable of providing meeting space for groups of more than 180 people.

Homer's reputation as an arts community will help attract meetings and audiences if a facility exists to accommodate and showcase these events. The conference center, featuring banquet/ballroom space and flexible meeting space, will fill this need. If the facility is located in Homer's developing Town Center, other area businesses would also benefit from the increased number of visitors attending meetings at the conference center.

A conference center will increase Homer's ability to compete with other communities in that important niche of the visitor industry, and will also provide a venue for meetings and cultural events hosted by local organizations, such as the Kachemak Bay Writers Conference and Shorebird Festival events.

In partnership with the Homer Chamber of Commerce, the City of Homer commissioned a conference center feasibility study completed in summer 2005. The study predicts moderate demand from outside groups for a conference center in Homer. The Conference Center Feasibility Study Steering Committee made a formal recommendation that the City support efforts to encourage the construction of a conference center in Homer's Town Center. In August 2005, the Homer City Council passed Resolution 05-

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86(A) which recommends further consideration and authorizes the City Manager to pursue ideas and discussions that will increase the likelihood of a conference center being built in Homer.

Cost: \$5 million

Priority Level 3

Homer Fire Station. The Homer Fire Station is now more than 28 years old and badly in need of replacement. Fire Department staff and volunteers are completely out of space. However, it has become clear that expanding the current facility is neither desirable or practical.

Examples of deficiencies in the current facility include:

- Emergency vehicles are parked outside, resulting in response delays in winter, accelerated deterioration, and security issues.
- Inadequate training space resulting in conflicts, cancellations, and delays.
- Acute shortage of storage space.
- Current facility does not meet fire station design criteria with separated biohazard decontamination/cleaning areas or separated storage areas for clean medical supplies.
- Current facility does not provide adequate protection from diesel exhaust emissions.
- Current facility lacks space to accommodate more than four overnight crew members. Space is needed for eight people to sleep in the station without disrupting normal operations.
- The building lacks room for health and fitness equipment.
- Current space is often inadequate for conferences and meetings.

A new fire station in Homer will provide area-wide public safety benefit. Agencies such as the Police, Coast Guard, and State Parks personnel use the Homer Fire Station training room for classes and would benefit from a new, larger facility.

Cost: Site acquisition/concept design—\$800,000

Final design/site prep—\$800,000

Construction—\$5.5 M

Priority Level 2

Note: A new fire station and fire training facility could be built in conjunction with a new police station and firearms training facility. A combined public safety facility, where certain areas are shared between the Police and Fire departments, would be less expensive to build and operate than if each facility is constructed separately. Some preliminary planning for such a facility has already been completed, through a space needs study conducted in 2006.

Homer Greenhouse. Homer's growth in population and area, the importance of tourism to the local economy, and increased community requests for beautification illustrate the need for a new greenhouse capable of producing 100,000 plants annually. In addition to spring planting, the greenhouse can be used to grow hanging baskets for the Central Business District; poinsettias, etc. for the winter holiday season; and shrubs and trees for revegetation and park improvements. The new library grounds and Town Center development will further increase the need for summer annuals planting. The greenhouse could also serve as a community resource for meetings, weddings, winter visits, etc.

The greenhouse is envisioned to be 100 x 40 feet in size and will include radiant floor heat, automated lighting, ventilation, and watering equipment. It will be constructed utilizing double-walled poly sheet product to maximize energy efficiency and operational costs. The facility will be operated by the Parks Division of Public Works for the benefit of the community. The greenhouse could possibly be constructed in conjunction with a new City Hall in Town Center.

Cost: \$400,000

Priority Level 3

Homer Police Station. The Homer Police Station was built in stages from 1975 to 1983. The building is aging and it is time to plan for its replacement. The lot that the police station is on is not large enough to allow for continued expansion.

The existing facility is inadequate in space and design to meet the Police Department's current and future needs in several capacities. Particularly serious problems exist in the current jail spaces. Examples of problems throughout the facility include:

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- Inadequate training and exercise spaces
- Shortage of storage space
- Health and safety deficiencies primarily involving an inadequate ventilation system
- No area for evidence processing of large items
- No crisis cell for special needs prisoners
- Poorly designed jail entry area, booking room, and jail office spaces
- Inadequate space for communications equipment required for dispatch operations
- Existing dispatch spaces are too small for current and projected operational needs
- Unsafe and improper juvenile holding area
- Lack of adequate outside parking, both open and garaged

A new police station in Homer will benefit public safety area-wide. The Homer Police Department provides 9-1-1 services for many of the communities on the southern Kenai Peninsula and area-wide radio dispatching and support services to a host of agencies. The new facility will incorporate safety enhancements for all police personnel, reducing potential liability to the City.

Cost: Site acquisition/conceptual design—\$550,000 Design/site preparation—\$550,000

Construction—\$4.5 million Priority Level 2

Note: A new Police Station could be built in conjunction with a new fire station. A combined facility would be less expensive to build and operate than if each facility is constructed separately. Certain areas could be shared between the two departments. A space needs study conducted in 2006 determined that a combined facility which includes indoor shooting lanes would require approximately 38,650 square feet.

Jack Gist Park Restroom. Jack Gist Park has been in development since 1998 on 12.4 acres of land donated to the City of Homer by a private landowner. As originally envisioned by the Jack Gist Recreational Park Association, this parcel was to be developed primarily for softball fields. The long-term goal is to acquire adjacent properties that will provide space for soccer fields and an equestrian park. The proposed project will construct a restroom facility at Jack Gist Park, completing Phase 1 development. (Other aspects of Phase 1 are to be completed before 2014.)

Cost: \$400,000 Priority Level 3

Karen Hornaday Park Improvements, Phase 2. Phase 2 park improvements will include Woodard Creek restoration, park entrance road realignment, west side parking, east side parking, Woodard Creek Trail construction (including a bridge to South Peninsula Hospital), and further landscaping improvements.

Cost: \$570,000 Priority Level 2

Mariner Park Improvements, Phase 2. This project will provide significant improvements to Mariner Park, at the base of the Homer Spit. As one of Homer's most popular recreation areas, Mariner Park attracts campers, beach walkers, kite-flyers, Spit Trail users, birders, people with dogs, and others who come to enjoy the views and open-air recreation opportunities. Homer's growing population and tourist visitation are placing greater demand on Mariner Park, increasing the need for recreation and safety enhancements.

Phase 1 improvements are scheduled for completion in 2010-2014. Phase 2 improvements will construct a tunnel under the Spit Road to provide safe pedestrian access to the Homer Spit Trail, develop a central pavilion to serve as a picnic/barbecue area, on the inside of the storm berm, develop fee camping sites on the side of the park closest to the road, with day-use parking on the ocean side, construct a kiosk with information about the Mariner Park area, and improve the appearance of Mariner Park through landscape architecture consistent with the natural environment.

Cost: \$450,000 for tunnel; \$150,000 for pavilion, camp sites, and kiosk; \$75,000 for landscaping.

Total: \$675,000 Priority Level 3

Public Restrooms – Homer Spit. With increased activity on the Homer Spit, including the popular Homer Spit Trail, the need for restroom facilities has also increased. Restrooms are needed in the following locations, in priority order. (Note: It is anticipated that a new restroom in the vicinity of the Fish Dock will be constructed in 2010. Restrooms for Mariner Park and End of the Road Park are addressed elsewhere.)

- The restroom at Ramp 2 is in poor condition and needs to be replaced. If a new Port & Harbor building is constructed, it could include a restroom (possibly with showers) to replace the Ramp 2 restroom.
- The restroom at Ramp 5 is in poor condition and needs to be replaced. It is used by campers as well as by harbor users.
- A restroom is needed at the trailhead parking area on Kachemak Drive. The parking area is at the intersection of the Ocean Drive bike route and the Homer Spit trail; thus the restroom will benefit users of both trails. The City of Homer is planning to expand the trailhead parking lot for the Spit Trail to increase parking capacity and create room for the proposed restroom facility.

Cost: \$400,000 each; \$1.2 M total

Priority Level 2 for Ramp 2; Level 3 for Ramp 5 and Spit trailhead

Public Works Complex. The City of Homer Public Works complex on the Sterling Highway was constructed in phases from 1974-1986 (except for the recently completed large equipment storage shed). In 1980, Homer's population was 2,209. Since that time, the population has grown more than 150%, with a corresponding increase in roads, water/sewer lines, and other construction activity that requires employee and equipment time. The existing facility is no longer adequate to meet these needs and the problem will become more acute with continued growth.

A new Public Works complex will include the following:

- Increased office space to provide adequate room for employee work areas, files, supplies, and equipment storage
- Adequate space for Parks Division and Engineering staff and equipment
- A waiting area for the public, contractors, etc.
- A conference room that doesn't double as the employee break room
- A break room with adequate seating, storage, and locker space
- A laundry room
- A garage for the motor pool large enough to accommodate more than one or two projects at a time
- Improvements in ventilation throughout the facility and wiring for computer technology

Cost: Design—\$500,000

Construction—\$4.5 M

Priority Level 2

South Peninsula Firearms Training Facility. This project will provide a multi-agency training facility for law enforcement on the lower Kenai Peninsula. Beneficiaries will include the Homer Police Department, local units of the Alaska State Troopers, Alaska State Parks, and various federal law enforcement agencies. Properly managed, the facility could also be used by local gun clubs and sporting groups. The facility, which will include a modern indoor shooting range, will provide a proper and safe environment for firearms training. It will enable local law enforcement personnel to conduct training at any time of day, year-round, regardless of weather.

A conceptual design for a 6-lane indoor shooting range was prepared for the City of Homer in 1996. Note: This project could be completed in conjunction with a new Police/Fire Hall complex.

Cost: \$1,000,000

Priority Level 3

UTILITIES

Spit Water Line Replacement – Phase 4. The existing Homer Spit water line is 30 years old and is constructed of 10-inch cast iron. In recent years it has experienced an increasing number of leaks due to corrosion. The condition has been aggravated by development on the Spit resulting in increased load from fill material on an already strained system. Phase 4 of this project consists of construction of approximately 1,500 lineal feet of water main to the end of the Spit. Replacement of the Homer Spit waterline will ensure an uninterrupted water supply for public health, fire/life safety needs, and expanding economic activities on the Spit.

Cost: \$400,000

Priority Level 3

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West Hill Water Transmission Main and Water Storage Tank. Currently, water from the Skyline treatment plant is delivered to Homer via two transmission mains. One main (12-inch) is located along East Hill Road and delivers water to the east side of town. The other (8-inch) runs directly down to the center of town. A third transmission main is needed to deliver water to the west side of town, provide water to the upper West Hill area, and provide backup support to the two existing transmission mains. A new water storage facility is also needed to meet the demands of a rapidly growing community.

The addition of a third water transmission main has been identified in comprehensive water planning documents for over twenty years.

Cost: Design—\$500,000 Construction—\$4.5 M Priority Level 2

CITY OF HOMER FINANCING ASSUMPTIONS CAPITAL IMPROVEMENT PROGRAM

Implementation of the City of Homer Capital Improvement Plan requires utilization of various financing mechanisms. Financing mechanisms available to the City of Homer include:

- Federal grants or loans
- State grants or loans
- General obligation bonds
- Limited obligation bonds
- Revenue bonds
- Special assessment bonds
- Bank loans
- Pay-as-you-go
- Private sector development agreements
- Property owner contributions
- Lease or lease-purchase agreements

The use of any of the financing mechanisms listed above must be based upon the financial capability of the City as well as the specific capital improvement project. In this regard, financing the CIP should take into consideration the following assumptions:

1. The six-mill property tax limitation precludes utilizing General Fund operating revenue to fund major capital improvements. Available revenue should be utilized to fund operation and maintenance activities.
2. The operating revenue of enterprise funds (Port & Harbor, Water & Sewer) will be limited and as such, currently only fund operation and maintenance activities.
3. The utilization of Federal and State grants will continue to be significant funding mechanisms. Grants will be pursued whenever possible.
4. The 1½ percent sales tax approved by voters of Homer for debt service and CIP projects is dedicated at ¾ percent to sewer treatment plant debt retirement with the remaining balance to be used in water and sewer system improvement projects, and ¾ percent to the Homer Accelerated Roads and Trails (HART) Program.
5. The HART Program will require property owner contribution of \$30 per front foot for road reconstruction, with an additional \$17 per front foot for paving.
6. The Accelerated Water and Sewer Program will require substantial property owner contributions through improvement districts/assessment funding, set currently at 75 percent.
7. The private sector will be encouraged to finance, construct, and operate certain non-essential capital improvements (e.g., overslope development).
8. The utilization of bonds will be determined on a project-by-project basis.
9. The lease and/or lease-purchase of capital improvements will be determined on a project-by-project basis.

CITY OF HOMER
2011-2016 CAPITAL IMPROVEMENT PLANNING PROCESS
FY 2012 LEGISLATIVE REQUEST DEVELOPMENT SCHEDULE

ACTION	TIMEFRAME
City Council approval of schedule	May 24, 2010
Solicit new/revised project information from City departments, local agencies and non-profits	May 25
Input for new draft requested by	June 18
Prepare and distribute draft CIP to City advisory groups for review and input	(Meeting dates): Planning Commission July 7, July 21, August 1, August 18
	Parks and Recreation Commission July 15 or August 19
	Port and Harbor Commission July 28 or August 25
	Library Advisory Board July 6 or August 3
	Economic Development Commission July 13 or August 10
	Transportation Advisory Committee August 17
Administrative review and compilation	August 26-31
City Council worksession to review proposed projects	September 13
Public Hearing on CIP/Legislative request	September 27
Local Election	October 5 (First regular meeting for new Council members: 10/25)
Adoption of resolutions by City Council	October 11
Administration forwards requests for Governor's Budget	by end of October
Administrative compilation of CIP	through end of October
Distribution of CIP and State Legislative Request	beginning November 2010
Compilation/distribution of Federal Request	February 2011

CITY OF HOMER
PUBLIC HEARING NOTICE
CITY COUNCIL MEETING

**2011-2016 Capital Improvement Plan & FY 2012 Legislative Request
Ordinances 10-44, 10-45, 10-46, 10-47, 10-48(S), and 10-49(S)**

A public hearing is scheduled for Monday, September 27, 2010 during a Regular City Council Meeting. The meeting begins at 6:00 p.m. in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

2011-2016 Capital Improvement Plan & FY 2012 Legislative Request

Ordinance 10-44 internet address:

<http://clerk.ci.homer.ak.us/ordinance/ord1044.htm>

Ordinance 10-44, An Ordinance of the City Council of Homer, Alaska, Accepting a 2010 Interoperable Emergency Communications Grant to the City of Homer Port and Harbor from the Alaska Division of Homeland Security and Emergency Management (DHS&EM) in the Amount of \$17,400 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Port and Harbor Director.

Ordinance 10-45 internet address:

<http://clerk.ci.homer.ak.us/ordinance/ord1045.htm>

Ordinance 10-45, An Ordinance of the City Council of Homer, Alaska, Amending HCC 1.24.040, By-Laws for Council Procedure, to Incorporate Subsequent Amendments to the Council Agenda Format. Hogan.

Ordinance 10-46 internet address:

<http://clerk.ci.homer.ak.us/ordinance/ord1046.htm>

Ordinance 10-46, An Ordinance Reinstating on a Year-Round Basis the City of Homer Sales Tax Imposed on Sales of Nonprepared Foods. Lewis.

Ordinance 10-47 internet address:

<http://clerk.ci.homer.ak.us/ordinance/ord1047.htm>

Ordinance 10-47, An Ordinance Amending Homer City Code 8.12.110 "Definitions" to Subject Public Transportation Vehicles Offering Free Transportation Services in Support of an Operator's Primary Business to the Licensing and Permitting Requirements in the Homer City Code. Lewis.

Ordinance 10-48(S) internet address:

<http://clerk.ci.homer.ak.us/ordinance/ord1048.htm>

Ordinance 10-48(S), An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a State of Alaska Legislative Grant for Use Towards Construction of Phase 1 of the Anchor Point to Homer Natural Gas Pipeline in the Amount of \$525,000 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager.

Ordinance 10-49(S) internet address:

<http://clerk.ci.homer.ak.us/ordinance/ord1049.htm>

Ordinance 10-49(S), An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a U.S. Fish and Wildlife Service Grant for the Beluga Slough Trail Replacement Project in the Amount of \$25,000 with a Local Match of \$30,000 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director.

All interested persons are welcomed to attend and give testimony. Written testimony received by the Clerk's Office prior to the meeting will be provided to Council.

** Copies of proposed Ordinances, in entirety, are available for review at Homer City Clerk's Office. Copies of the proposed Ordinances are available for review at City Hall, the Homer Public Library, the City of Homer Kiosks at City Clerk's Office, Captain's Coffee, Harbormaster's Office, and Redden Marine Supply of Homer and the City's homepage - <http://clerk.ci.homer.ak.us>. Contact the Clerk's Office at City Hall if you have any questions 235-3130, Email: clerk@ci.homer.ak.us or fax 235-3143.

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Office of the City Clerk

Jo Johnson, CMC, City Clerk

Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



491 E. Pioneer Avenue
Homer, Alaska 99603-7624
(907) 235-3130

(907) 235-8121
Extension: 2227
Extension: 2224

Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM

TO: LEASE COMMITTEE
FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK I
DATE: July 7, 2011
RE: SCHEDULING A SPECIAL MEETING

Background

Staff is in receipt of two proposals and has requested a special meeting to allow for proper review of each proposal for compliance and to write a report for each.

The Notice requirement is for two weeks from the meeting date to be able to properly notice a special meeting in accordance with local and state regulations.

The following dates are available for a special meeting:

JULY 26, 2011 TUESDAY – ANY TIME.
JULY 28, 2011 THURSDAY – ANY TIME.

Recommendation

Make a motion to schedule a special meeting on one of the recommended dates at a time agreed upon by majority of the Committee members.

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 11-25

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING HOMER CITY CODE 18.08.120,
SUBLEASE, REGARDING THE CHARGING OF
ADDITIONAL RENT FOR SUBLEASES OF CITY PROPERTY.

WHEREAS, Homer City Council adopted the Ground Lease document via Resolution 11-041 on May 24, 2011, and added language for an additional 10% rent assessment for a sublease; and

WHEREAS, Amendment to Homer City Code 18.08.120 is required to include the amount a lessee will be assessed for a sublease.

THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code 18.08.120, Sublease, is amended to read as follows:

18.08.120 Sublease. a. City property may be subleased only if the lease agreement so provides and only with the consent of the City Council.

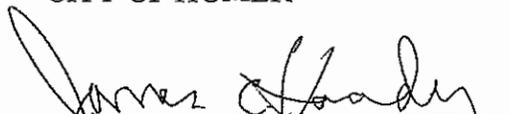
b. A sublease of city property shall be subject to Homer City Council approval and shall be in writing and executed by the parties. Any amendments to a sublease shall also be in writing and subject to City Council approval prior to becoming effective.

c. A lessee shall be assessed additional rent, equal to 10% of the current rent for the subleased area, upon approval of a sublease ~~or amendments thereto.~~

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 27th day of June, 2011.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:

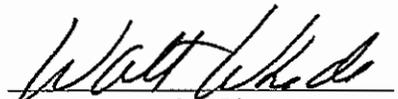

JO JOHNSON, CMC, CITY CLERK

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YES: 5
NO: 1
ABSTAIN: 0
ABSENT: 0

First Reading: 6/13/11
Public Hearing: 6/27/11
Second Reading: 6/27/11
Effective Date: 6/28/11

Reviewed and approved as to form:


Walt E. Wrede, City Manager

Date: 6/30/11

Thomas F. Klinkner, City Attorney

Date: _____

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**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Lease Committee

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RESOLUTION 11-041

6 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
7 ALASKA, APPROVING AND ADOPTING A NEW,
8 AMENDED STANDARD GROUND LEASE DOCUMENT,
9 AND AUTHORIZING THE AMENDMENT OF THE CITY OF
10 HOMER PROPERTY MANAGEMENT POLICY AND
11 PROCEDURES MANUAL TO CONFORM TO THE AMENDED
12 STANDARD GROUND LEASE DOCUMENT.

13 WHEREAS, Section 9.1(A) of the adopted Property Management Policy and Procedures
14 (Lease Policy) provides that the City Manager and the Lease Committee shall develop a
15 standardized ground lease document that is reviewed by the City Attorney and approved by the
16 City Council; and

17
18 WHEREAS, At the request of the City Council and the City Manager, the City Attorney
19 produced a draft document which includes proposed amendments to the current standard ground
20 lease document; and

21
22 WHEREAS, The purpose for these amendments is to update the standard ground lease
23 document, incorporate changes recommended by the attorney and staff, incorporate selected
24 changes recommended by the Economic Development Advisory Commission, and incorporate
25 amendments to the Lease Policy recently approved by the Council; and

26
27 WHEREAS, The Lease Committee reviewed the draft amended standard ground lease
28 document at its regular meeting on April 14, 2011 and passed a motion to approve the document
29 and forward it to Council for final review and approval along with a memorandum containing the
30 Committee's comments; and

31
32 WHEREAS, It is the intent of the Council that in the case of a conflict between the terms
33 of the amended standard ground lease document and the terms of the Property Management
34 Policy and Procedures, the terms of the amended standard ground lease document shall govern.

35
36 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves
37 and adopts the amended standard ground lease document, a copy of which is attached and
38 incorporated herein; and authorizes the City Manager and the Lease Committee to amend the
39 Property Management Policy and Procedures to conform to the terms of the amended standard
40 ground lease document.
41
42

43 PASSED AND ADOPTED by the Homer City Council this 24th day of May, 2011.

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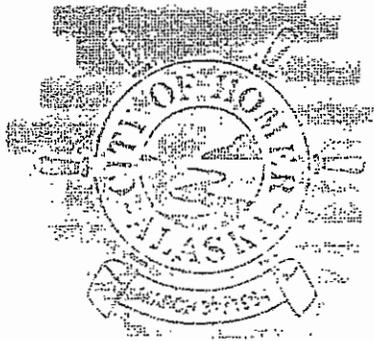
CITY OF HOMER

Mary E. Wythe
MARY E. WYTHE, MAYOR PRO TEMPORE

ATTEST:

J. Johnson
JO JOHNSON, CMC, CITY CLERK

Fiscal Note: N/A



GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND

Dated _____, 2011

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT ("Lease") dated as of _____, 201__, between the CITY OF HOMER, an Alaska municipal corporation ("Landlord"), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and _____ a _____ [state of organization] _____ [type of entity] ("Tenant"), whose address is _____

OPTIONAL PARAGRAPH, APPLICABLE WHEN TENANT IS NOT A NATURAL PERSON

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

RECITALS

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

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

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

WHEREAS, Tenant has made its own determination that its proposed development of the property will be economically feasible, and that the term for which it is leasing the property will be sufficient to amortize Tenant's investment in developing the leased property under Tenant's proposal.

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

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

(c) "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.

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

(e) "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%).

(f) "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.

(g) "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.

(h) "Extended Term" is defined in Section 3.02.

(i) "Five Year Rent Adjustment Date" is defined in Section 4.02(a).

(j) "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.

(k) "Landlord" means the City of Homer, Alaska.

(l) "Lease Policy" means the City of Homer Property Management Policy and Procedures, as adopted and amended from time to time by Council resolution.

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

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

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

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

(q) "Tenant" means _____.

(r) "Term" is defined in Section 3.01.

1.02 Attachments. The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto, shall be deemed to be a part hereof:

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

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

Exhibit "C" Legal Description of Property

Exhibit "D" Tenant's Lease Proposal

Exhibit "E" Site Plan

Exhibit "F" Required Improvements Floor Plan

Exhibit "G" Certificates of Insurance

Exhibit "H" 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 ("Property"):

[must insert legal description], Homer Recording District, State of Alaska, as depicted on **Exhibit C**, containing _____ square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. _____;

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." Landlord, its agents and employees make no 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.

OPTIONAL PARAGRAPH 2.03. _____ APPLICABLE IF TENANT OBTAINS ENVIRONMENTAL ASSESSMENT.

2.03 Property Accepted "As Is;" Exception for Hazardous Substances.

(a) 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." Except as provided in subsection (b), Landlord, its agents and employees make no 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.

(b) Tenant shall obtain, at its own expense, a phase I environmental assessment of the Property as of the earlier of (i) the commencement of the Term, and (ii) Tenant's initial occupancy of the Property. If Landlord reasonably determines that the phase I environmental assessment is acceptable, Landlord will warrant that the condition of the Property as of the applicable date with regard to the presence of any Hazardous Substance is consistent with the results of the phase I environmental assessment.

2.04 No Subsurface Rights. This Lease confers no mineral rights or rights with regard to the subsurface of the Property below the level necessary for the uses of the Property permitted in this Lease.

ARTICLE 3. TERM

3.01 Lease Term. The term of this Lease is _____ years, commencing on _____ 201____, and ending on _____, 201____ ("Term").

3.02. Options to Extend Lease Term.

(a) Tenant has the option to extend the Term for _____ additional, consecutive _____ 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 the last day of the Term or current Extended Term, as the case may be;

(2) At the time Tenant exercises the option, and at all times thereafter until the Extended Term commences, Tenant is not materially in default of any term or condition of this Lease and has not made an assignment or subletting of this Lease or any interest in the Property except as permitted under this Lease; and

3) Tenant may exercise no more than one option to extend the Term during the Term or any Extended Term.

(b) Tenant's failure to exercise an option to extend the Term in strict compliance with all the requirements in Section 3.02(a) renders that option and all options as to subsequent Extended Terms null and void.

3.03 Lease Renewal.

(a) Tenant represents and warrants that it has determined that the duration of the Term, plus 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. 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 or the final Extended Term, including without limitation any option to renew this Lease, or any option to extend the Term other than as provided in Section 3.02.

(b) Not less than 12 months before the expiration of the Term or the final Extended Term, Tenant may apply to Landlord for a renewal of this Lease in the manner that a person then would apply for a new lease of the Property. In response to a timely application, the Council will determine whether to renew this Lease, and the term of any renewal, in its sole discretion. The Council is under no obligation to renew this Lease, or to renew this Lease for the term that Tenant requests. If the Council does not grant a timely application to renew this Lease, Tenant shall prepare to surrender possession of the Property as required by Section 3.04, and dispose of improvements on the Property as required by Section 6.08.

3.04 Surrender of Possession. Upon the expiration or earlier termination of the Term or the final Extended 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, and shall remove from the Property all personal property that was not present on the Property at the commencement of the Term. 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 or final Extended Term.

3.05 Holding Over. Tenant's continuing in possession of the Property after the expiration or earlier termination of the Term or final Extended 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.

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. Tenant shall pay to Landlord an initial annual rent of \$ _____ ("Base Rent"). Base Rent is payable monthly in advance in installments of \$ _____, plus tax, on _____, 201_, and on the _____ day of each month thereafter, at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02.

4.02 Rent Adjustments.

(a) **Five-Year Appraised Rent Adjustments.** Commencing January 1, _____, 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 improvements (other than utilities) made by tenants. The appraisal may be performed as part of an

appraisal of other properties of Landlord that are comparable in location and value. The Base Rent will be adjusted effective _____ of the year of each appraisal (each such date is a "Five Year Rent Adjustment Date") to an amount equal to the greater of (i) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, and (ii) the adjusted Base Rent in effect immediately before the Five Year Rent Adjustment Date. The rent 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 _____, and on each _____ thereafter, excluding each Five Year Rent Adjustment Date (each such date being an "Annual Rent Adjustment Date"), by the increase or decrease, 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 or an Extended 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 or Extended Term by 10. If this Lease subsequently is extended or renewed, the part of the assessment that Tenant shall pay 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.

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 and refuse removal. Tenant shall be solely responsible for the cost of utility connections.

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. Without limiting the generality of the preceding sentence, Tenant shall pay for wharfage, crane use, ice, and other Port and Harbor services at the rates established by the City of Homer from time to time. Tenant shall provide the City of Homer with the information necessary to determine wharfage, crane use, ice and other Port and Harbor service charges, 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, 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 will hold the security deposit, and may commingle it with other funds of Landlord. 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 or Renewal Term. If Tenant has fully complied with all of its obligations under this Lease through the first five years of the Term, Landlord will remit to Tenant any balance of the security deposit, without interest, within 30 days after the expiration of the first five years of the Term.

OPTIONAL PARAGRAPH 4.08, APPLICABLE TO FISH PROCESSORS WITH ACCESS TO OUTFALL LINE

4.08 Outfall Line Connection Agreement. Tenant shall connect to the City of Homer fish processor outfall line. On or before the commencement of the Term of this Lease, Tenant shall enter into a Fish Processor Outfall Line Connection Agreement with Landlord, and thereafter at its own expense install and maintain a fish grinder as required by the Fish Processor Outfall Line Connection Agreement. Tenant shall comply with the terms of the Fish Processor Outfall Line Connection Agreement until the earlier to occur of (i) the expiration or earlier termination of the Term and any Extended Term, and (ii) the date the City of Homer ceases to maintain the outfall line.

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 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 against environmental contamination or pollution; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; and (4) all rents from Tenant's subletting of all or a part of the Property. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease 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. Tenant shall execute, such financing statements and other instruments as Landlord may now or hereafter reasonably request to evidence the security interest granted by Tenant.

ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

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

6.02 Required Improvements. Tenant shall, at Tenant's sole expense, construct, and at all times during the Term and any Renewal Term keep and maintain as the minimum development on the Property the following improvements ("Required Improvements"):

The Required Improvements also are depicted in the site plan and floor plans in **Exhibit E** and **Exhibit F**, respectively. 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 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 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. Landlord shall communicate approval or disapproval in the manner provided for notices, accompanying any disapproval with a statement of the grounds therefor. Tenant shall be responsible for complying with all laws governing the construction, notwithstanding Landlord's approval of preliminary plans and specifications under this paragraph.

(b) Not less than five 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 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 improvements that are not consistent with terms of this Lease is prohibited unless the improvements are authorized by an amendment to this Lease approved by the Council.

(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. 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 any Extended Terms and may be removed or replaced by Tenant, subject, however, to (i) Tenant's obligations concerning the Required Improvements in Section 6.02; and (ii) the designation of improvements in **Exhibit D** for transfer to Landlord and retention on the Property at the expiration of the Term or Extended Term as

provided in Section 6.08(a).

6.08 Disposition of Improvements at End of Term.

(a) At the expiration of the Term or Extended Term Tenant shall leave in place on the Property all improvements designated in **Exhibit D** for transfer to Landlord and retention on the Property at the expiration of the Term or Extended Term. 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. 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 improvements. Except for improvements that Tenant is required to leave on the Property, Tenant shall remove any improvements constructed by Tenant or other occupants of the Property under this Lease before the expiration of the Term or Extended Term.

(b) Tenant shall notify Landlord before commencing the removal of an improvement as required under Section 6.08(a), 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 or Extended Term. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

(c) If Tenant fails to remove any improvements from the Property that Tenant is required to remove under Section 6.08(a), Tenant shall pay Landlord the costs that it incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

(d) If Landlord terminates this Lease because of a default by Tenant, all improvements on the Property become the property of Landlord, which may use or dispose of them in its sole discretion. If Landlord elects to remove any improvements, Tenant shall pay Landlord the costs that it 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. Tenant shall not be required to restore the Required Improvements under the following circumstances:

(1) If the cost of repairing or restoring the Required Improvements, net of any available insurance proceeds not reduced by applicable deductibles and coinsurance, exceeds 10% of the replacement cost of the Required Improvements, 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.

(3) If any damage or casualty to the Required Improvements occurs within three years before the end of the Term or any Renewal 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.

(c) Under no circumstance shall Landlord be under any obligation to use or advance any of its own funds to restore any Required Improvements.

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 four hours 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 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 Homer Spit garbage disposal facilities.

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.

OPTIONAL PARAGRAPH 7. __ APPLICABLE FOR USE OF FISH DOCK

7. Fish Dock Use Permit. Before using the City of Homer Fish Dock, Tenant shall obtain a City of Homer Fish Dock Use Permit. Tenant shall continue to have a current Fish Dock Use Permit in force until the earlier to occur of (i) the expiration or earlier termination of the Term and any Extended Term, and (ii) the date Tenant ceases to use the Fish Dock.

OPTIONAL PARAGRAPH 7. __ APPLICABLE FOR USE OF OTHER DOCKS

7. Terminal Use Permit. Before using City of Homer Docks other than the Fish Dock, Tenant shall obtain a City of Homer Terminal Use Permit. Tenant shall continue to have a current Terminal Use Permit in force until the earlier to occur of (i) the expiration or earlier termination of the Term and any Extended Term, and (ii) the date Tenant ceases to use City of Homer Docks other than the Fish Dock.

8.01 Consent Required for Assignment or Sublease. Tenant shall not assign or sublease its interest in this Lease or in the Property without first obtaining the written consent of the Council, which will not be withheld unreasonably. Any assignment or sublease without the consent of the Council will be voidable and, at Landlord's election, will constitute a default. Tenant shall request consent of the Council in writing at least 30 days prior to the effective date of the proposed assignment or sublease, accompanied by a copy of the proposed assignment or sublease. Tenant shall be assessed additional rent, equal to 10% of the current Base Rent for the

subleased area, but not upon a sublease of space within a building or other structure on the Property. 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 subject to Section 8.01. 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 subject to Section 8.01; 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 an assignment subject to Section 8.01. 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, 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 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. Landlord's insurance requirements shall specify 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) Tenant shall maintain in force at all times during the Term the following 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 also shall 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) 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. The policy shall include boiler and machinery coverage.

(c) During 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. The certificates of insurance shall be attached hereto as **Exhibit G**. 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 H** as Landlord may request.

[*ALTERNATIVE 9.04(b)(4)* — Optional provision waiving environmental insurance based on the authorized uses of Section 6.01.]

(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.

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 and any Renewal 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 any Extended 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 or final Extended 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 10 days after the due date.

(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 Section 12.01(a), which is not cured within 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 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) Terminate this lease by written notice to Tenant, upon which Tenant shall surrender possession and vacate the Property immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Property in such event with or without process of law and to repossess Landlord of the Property and 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, 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) By written notice declare Tenant's right to possession of the Property terminated without terminating this Lease, upon which Landlord will have all the rights to repossess the Property and remove Tenant and Tenant's property that are described Section 12.02(a).

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

(d) 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 or Renewal 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.

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, and subject to all of the other provisions of Article 8. 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: _____

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

Facsimile: _____
Email: _____

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 defendant 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.

***[OPTIONAL SPECIAL PROVISIONS]* – 14.20 prior lease amended and superseded**

14.20 Prior Lease. Landlord and Tenant are parties to a prior lease affecting the Property dated _____, 19__, a memorandum of which has been recorded in the records of the Homer Recording District under Document No. _____ (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of _____, 201_, 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:

CITY OF HOMER

By: _____
Walt Wrede, City Manager
(name/title)

Tenant:

By: _____

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 201__, by Walt Wrede, 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 _____, 201__, by _____, as _____ (title) of _____ (name of entity) on behalf of _____ (name of entity).

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A

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

Tenant, _____, is a _____ organized under the laws of the state of _____. Attached to this exhibit is a certificate issued by that state certifying that Tenant is in good standing and describing its legal organization. If Tenant is a foreign entity authorized to conduct business in Alaska, its certificate of authority is also attached

The _____ (specify whether shareholders, partners, members, etc.) and their percentage of ownership are as follows:

Name _____	_____ %
Address: _____	
Name _____	_____ %
Address: _____	
Name _____	_____ %
Address: _____	
TOTAL	100 %

EXHIBIT B

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

EXHIBIT C
LOCATION OF PROPERTY
(Section 2.01)

EXHIBIT D
TENANT'S PROPOSED USE OF THE PROPERTY
(Section 6.01)

EXHIBIT D

EXHIBIT E

SITE PLANS

(Section 6.02)

EXHIBIT F
FLOOR PLANS
(Section 6.02

EXHIBIT G

CERTIFICATES OF INSURANCE

(Section 9.04(d))

EXHIBIT G

Page 2 of 2

EXHIBIT H

PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

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

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

Date: _____

TENANT NAME

By:

_____ (printed name)
_____ (title)

By: _____
_____ (printed name)
_____ (title)

Homer Spit Lease Expiration Calendar

updated 5/23/11

Lease Expires	Leaseholder	Details	Action
7/31/2010	Fish Factory	6 mos. Lease Expires	Paying month-to-month til completion of construction brings Lot 12A up to code for lease amendment to include 12B strip
8/14/2010	Alaska Custom Seafoods	lease expires; no options remain	Lease negotiations currently in progress with Alaska Custom Seafoods
9/23/2010	Peninsula Scrap	9 mo. lease expires	Requested new lease for 2011 season
9/30/2010	Snug Harbor	lease expires	Lease negotiations currently in progress with Snug Harbor Seafoods
9/10/2011	Homer Spit Campground	lease expires; no options remain	Lease negotiations currently in progress with the Chapples
12/9/2011	Pier One	lease expires	term-5 years; \$1/yr
4/15/2012	Dockside Two - Sullivan	lease expires; no options remain	Requested new lease 12/16/10
3/31/2013	Sportsman Supply	lease expires; one 5 yr option	
3/31/2013	AK High Hopes-Bob's Trophy Charters	lease expires; one 5 yr option	
11/1/2013	Southcentral Radar	lease expires; two 5 yr options	
11/30/2013	Harbor Ent. Coal Pt.	lease expires; one 5 yr option	
3/3/2014	ACS MACTel cellular	lease expires; no options remain	\$12/yr
7/31/2014	Kachemak Port Services	lease expires; two 1 yr options	
12/31/2014	Happy Face Restaurant	lease expires; no options remain	
11/30/2015	Mike Yourkowski	lease expires; one 10 yr option	
2/1/2016	El Pescador	lease expires; no options remain	
9/30/2016	USCG-Pioneer Dock	lease expires; no options remain	
9/30/2016	USCG-Roanoke Is.	lease expires? Not in file	
12/1/2018	Harbor Ent. 30 acres	lease expires; no options remain	
3/31/2020	Fish Factory	lease expires; two 10 yr options	
9/30/2023	USCG-Lot #20 by PD	lease expires; no options remain	
1/31/2026	Salty Dawg	lease expires; no options remain	
3/31/2028	Harbor Leasing LLC	lease expires; two 5 yr options	
1/13/2029	AK Marine Highway	Land Use Permit-NO LONGER IN AFFECT	Superseded by 2010 Lease Agreement
9/14/2029	Icicle Seafoods	lease expires; no options remain	

Homer Spit Lease Expiration Calendar

updated 5/23/11

Lease Expires	Leaseholder	Details	Action
11/1/2029	Homer Ent. Sport Shed	lease expires; two 5 year options remain	
5/31/2030	Seldovia Village Tribe	Lease Expires, two 5 year options	
4/30/2060	AK Marine Highway	lease expires	

