



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

City of Homer Agenda

**Port & Harbor Advisory Commission Regular Meeting
Wednesday, August 28, 2019 at 6:00 PM
City Hall Cowles Council Chambers**

CALL TO ORDER, 6:00 P.M.

AGENDA APPROVAL

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

RECONSIDERATION

VISITORS / PRESENTATIONS

- A. Regular Meeting Minutes for July 24, 2019 **Page 3**

APPROVAL OF MINUTES

STAFF & COUNCIL REPORT / COMMITTEE REPORTS

- A. Port & Harbor Staff Report for August 2019 **Page 9**
- B. Homer Marine Trades Association Report

PUBLIC HEARING

PENDING BUSINESS

- A. Port and Harbor Budget Review: 2020-2021 Budget Item
 - i. Memo from Port Director Re: Loan Fund Reallocation for 2020-21 Budget Item **Page 11**
 - ii. Proposed & Current Amortization Schedules for Lot 42 Loan **Page 13**
 - iii. Amortization Schedule for New Harbor Office Loan **Page 15**
- B. Port and Harbor Budget Review
 - i. Memo from Port & Harbor Staff Re: Port & Harbor Budget Review **Page 17**
 - ii. 10-Year Actuals for Account 600-4801 Interest on Investments **Page 19**
 - iii. Amortization Schedule of Bonds for Float Improvements **Page 23**
 - iv. 2019 P&H Adopted Budget Section **Page 25**
 - v. P&H Budget Actuals as of June 30, 2019 **Page 63**

NEW BUSINESS

- A. Creation of New Stall Class - 32A
 - i. Memo from Port Director Re: Creation of New Stall Class 32A **Page 79**

- B. Lease Re-Assignment of Homer Spit Campground
 - i. Memo from Port Director Re: Submitted Lease Application for Reassignment - Homer Spit Campground (Chapple) to Truxton Management **Page 81**
 - ii. Homer Spit Campground's Request for Reassignment **Page 83**
 - iii. Truxton Management Lease Application **Page 85**
 - iv. Draft Resolution 19-0xx Lease Reassignment for Homer Spit Campground **Page 125**
 - v. Draft 2019 Truxton Management, Inc. Lease **Page 127**
- C. Boat Related Uses in the Marine Industrial District
 - i. Memo from City Planner Re: Boat Related Uses in the Marine Industrial District **Page 157**
 - ii. Staff Report 19-71 to Planning Commission **Page 159**
 - iii. Draft Ordinance 19-xx Boat Activities in MI **Page 161**
 - iv. Planning Commission Minutes Excerpt from August 7, 2019 **Page 165**

INFORMATIONAL MATERIALS

- A. North Pacific Fisheries Association Letter Re: Upcoming Management Council **Page 167**
- B. Upcoming AAHPA 2019 Conference Agenda **Page 169**
- C. 2019 Homer Harbor Beach Nourishment Project LERRD Certification **Page 175**
- D. Hilcorp Letter Re: Upcoming Seismic Survey Work **Page 179**
- E. Port & Harbor Monthly Statistical Report for July 2019 **Page 183**
- F. Water/Sewer Bills Report for July 2019 **Page 185**
- G. Crane & Ice Report **Page 187**
- H. Dock Activity Reports **Page 189**
- I. PHC 2019 Meeting Calendar **Page 193**
- J. Commissioner Attendance at 2019 City Council Meetings **Page 195**

COMMENTS OF THE AUDIENCE (3 minute time limit)

COMMENTS OF THE CITY STAFF

COMMENTS OF THE CITY COUNCILMEMBER (if present)

COMMENTS OF THE CHAIR

COMMENTS OF THE COMMISSION

ADJOURNMENT

Next Regular Meeting is WEDNESDAY, SEPTEMBER 25, 2019 at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 19-08, a Regular Meeting of the Port and Harbor Advisory Commission was called to order by Chair Steve Zimmerman at 6:00 p.m. on July 24, 2019 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMISSIONERS STOCKBURGER, ZEISET, HARTLEY, ZIMMERMAN, AND CARROLL

ABSENT: COMMISSIONERS ULMER AND DONICH (both excused)

STAFF: PORT DIRECTOR/HARBORMASTER HAWKINS
DEPUTY CITY CLERK TUSSEY

AGENDA APPROVAL

Chair Zimmerman asked for a motion to approve the agenda.

STOCKBURGER/HARTLEY MOVED TO APPROVE THE AGENDA AS WRITTEN.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

Heath Smith, city resident, commented on Ordinance 19-19(S) Extra Territorial Water. He shared background information on the issue, what City Council has discussed, and his opinion on the ordinance.

RECONSIDERATION

APPROVAL OF MINUTES

A. Regular Meeting Minutes for June 26, 2019

Chair Zimmerman asked for a motion to approve the minutes.

STOCKBURGER/HARTLEY MOVED TO APPROVE THE MINUTES AS WRITTEN.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS/PRESENTATIONS

STAFF & COUNCIL REPORT/COMMITTEE REPORTS

A. Port & Harbor Staff Report for July 2019

Port Director/Harbormaster Hawkins reviewed his staff report and facilitated discussion with the commission on the following:

- Meeting and inspection of the Small Boat Harbor's potable water by the US Food and Drug Administration (FDA);
- Security allowances and practices for regulated/unregulated vessels, specifically regarding the L/C Polar Bear and the Arctic Seal;
- Feasibility research by TOTE looking to use the Deep Water Dock in their alternate plan for large container vessels;
- Recent incidents in the harbor;
- The completion of installing over 400 escape ladders throughout the harbor;
- Recent emergency involving a float plane crash and the use of the Load and Launch Ramp by emergency personnel.

B. Homer Marine Trades Association Report

Commissioner Zeiset provided a brief report on the Homer Marine Trades Association, noting their annual membership drive on August 24th, the marine trades commercial they have running on Anchorage radio stations, and an article in the September issue of the Ravn Air magazine.

PUBLIC HEARING

PENDING BUSINESS

A. Large Vessel Haul Out/Port Expansion Project

- i. Memo from Deputy City Clerk Tussey Re: Large Vessel Haul Out/Port Expansion Project
- ii. Large Vessel Port Expansion: Army Corps of Engineers Homer Planning Assistance to States Technical Report

Chair Zimmerman deferred to Commissioner Carroll to begin discussion on the Army Corps report. Mr. Carroll shared his opinion on how the report could be expanded upon so it could include the economic benefits of having a large vessel haul-out, and to describe the fleets that would benefit from having it.

Commissioner Stockburger inquired to Mr. Hawkins on the next step with the Army Corp. Mr. Hawkins clarified that the purpose of this study was to justify the continuation of studying the feasibility/construction of a harbor expansion. The next step/meeting would be the Army Corp of Engineers holding a timeframe to collect additional public input on what should be included in the final design, which would be the commission's opportunity to submit their requests/concerns. This phase is called a general investigation study, which can take about 3 years and is about \$3 million with a 50/50 match. Half would come from federal monies and the other half would come from the City and State per a 50/50 match memorandum of agreement the City has with the State. Mr. Hawkins said the main concern now is to ensure federal monies on the Corps/federal end moves forward, and that the City comes up with their 25% of the costs.

Mr. Carroll asked: will a future plan include a haul-out since it was not included in this plan? Mr. Hawkins' responded that it's do-able; the plan will have to show a national economic benefit (since it is a federal plan), and items like a large vessel haul-out could benefit federal vessels as well so it's easy to make a case for it.

Commissioner Zeiset asked when will we get to the point to discuss a marine repair facility, and that there are local businesses interested in the topic. He echoed Mr. Carroll's sentiments that it shouldn't be left out in the next step. Mr. Hawkins clarified that time for public input is during the general investigation phase.

Responding to financial questions from Mr. Stockburger and Chair Zimmerman, Mr. Hawkins noted what our current money options are to pay the City's match for the next study phase, and what those amounts may look like. There was additional discussion on the benefits of the large vessel harbor expansion project and the points the commission would like to make once the next phase begins.

- B. Review of Ordinance 19-19(S) Extra Territorial Water
 - i. Memo from Councilmember Aderhold Re: Ordinance 19-19(S)
 - ii. Ordinance 19-19(S) Extra Territorial Water
 - iii. City of Homer Water & Sewer Distribution Map
 - iv. City Council Minutes Excerpt from April 22, 2019
 - v. City Council Minutes Excerpt from May 28, 2019
 - vi. City Council Minutes Excerpt from June 10, 2019

Chair Zimmerman introduced the agenda item and opened the floor for discussion regarding Councilmember Aderhold's request in her memo for the Port and Harbor Commission to evaluate the risk of a water intensive businesses, such as fish processing, which might interfere with our revenue generating on the Spit.

The commissioners discussed City Council's reasoning for having the commission review the ordinance and how they could weigh in on the issue. Chair Zimmerman clarified what was being asked of them from the City Council, and asked the commission if they had any recommendations they wanted to share with Council.

The commission mutually agreed they did not have any input or recommendations to City Council regarding Ordinance 19-19(S).

NEW BUSINESS

- A. Port & Harbor Budget Review
 - i. Memo from Deputy City Clerk Tussey Re: Port & Harbor Budget Review
 - ii. 2019 P&H Adopted Budget Section
 - iii. P&H Budget Actuals as of June 30, 2019
 - iv. 2019 P&H Loans from General Fund

Chair Zimmerman initiated discussion on the Port and Harbor budget. The commissioners and Port Director/Harbormaster Hawkins discussed various items of the budget, including:

- Interest on Investments; staff agreed to provide the commission with 10-year actuals on account 0600-4801 for comparison.
- Nearing the final payoff of the new Harbormaster's Office loan; staff will provide an amortization schedule of the bonds for the float improvements.
- Explanation of the Caselle Report of Budget Actuals for the Port and Harbor as of June 30, 2019, and review of line items of interest.
- General questions on the budget process and ways that the City could move money around after loans are paid off to help pay for the matching costs for the harbor expansion's general investigation study.

Mr. Hawkins clarified with the commission what information they would like staff to bring back to the next meeting, and their opinion on where the extra money should be applied in the budget once the Harbormaster Office loan is paid off. The commission mutually agreed on that plan and showed interest in seeing with what Mr. Hawkins will come up with when he's putting together the upcoming budget for FY2020-2021.

INFORMATIONAL MATERIALS

- A. Port & Harbor Monthly Statistical Report for June 2019
- B. Water/Sewer Bills Report for June 2019
- C. Crane & Ice Report
- D. Dock Activity Reports
- E. PHC 2019 Meeting Calendar
- F. Commissioner Attendance at 2019 City Council Meetings

Commissioner Stockburger directed statistic questions to Port Director/Harbormaster Hawkins, specifically about the number of impounds and parking compliance.

COMMENTS OF THE AUDIENCE

Nancy Hillstrand, city resident, commented on future hopes and dreams for Homer and how far we want to go with promoting our community. She shared her concerns with over-expansion of the Spit, the need to regulate tourism, and her support of utilizing green infrastructure in future harbor and Spit development. Ms. Hillstrand facilitated questions from commissioners regarding tourism regulations. She thanked the commission for their service.

Heath Smith, city resident, noted the points that Ms. Hillstrand brought up regarding tourism regulation. He commented on the commission's discussion on Ordinance 19-19(S).

COMMENTS OF THE CITY STAFF

Port Director/Harbormaster Hawkins proposed an agenda item for their August meeting: issues with EE and FF stall management as 24' stall class versus 32' class. He said he would like the commission's input on how to proceed with revising the management of those specific stalls.

Deputy City Clerk Tussey had no comments.

COMMENTS OF THE CITY COUNCILMEMBER

COMMENTS OF THE CHAIR

Chair Zimmerman thanked the commission for a good meeting and complimented staff for having the meeting calendar in the packet.

COMMENTS OF THE COMMISSION

Commissioner Stockburger thanked Mr. Hawkins on the budget material provided.

Commissioner Carroll, Hartley, and Zeiset had no comments.

ADJOURNMENT

There being no further business to come before the Commission the meeting adjourned at 7:50 p.m. The next regular meeting is scheduled for Wednesday, August 28, 2019 at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

RACHEL TUSSEY, DEPUTY CITY CLERK I

Approved:_____



AUGUST 2019 PORT & HARBOR STAFF REPORT

1. Administration

Staff met with:

- Mark Brinster, Photographer- regarding Port and Harbor advertising and informational use photos
- Senator Lisa Murkowski and staff- regarding Large Vessel Port Expansion Project
- R.G. Bloom and Charles Montoya, Baker Project Manager- regarding Sulfur laydown storage and load out logistics
- Julie Anderson, US Army Corps of Engineers- regarding authorization modification for long term maintenance of Erosion protection.
- Jane Bentley- tour of the Fish Grinder and discussion regarding fish waste as a product
- Homer Marine Trades Association- monthly meeting
- ADA committee- to review successful changes and to go over possible funding sources and logistics of future pavement/parking areas from the Transition plan/CIP.
- John Daley, R&M Consulting/Engineering, Brett Commander, and Jim Kreuter (teleconference) - structural analysis of the Homer Deep Water Dock.
- AAHPA (teleconference)- AAHPA Board Call-In, regular meeting
- Matthew Dura P.E., Nelson Engineering – Barge Landing Project: piling options, electrical load center and project improvements

2. Operations

The months of July and August brought about our peak summer recreation season which was bolstered by unprecedented warm weather and calm winds. Parking lots and camp grounds were consistently full. The load & launch ramp and public fish cleaning tables experienced heavy traffic associated with the popular China Poot personal use fishery. Operations staff provided a total of 25 vessel tows, moved 35 vessels by hand, pumped out 10 vessels, responded to three accidents, four pollution incidents, and eight EMS calls, and provided 46 public assists.

The following vessels conducted landings at the Pioneer Dock and Deep Water Dock: Dangerous Cape, Bob Franco, Amsterdam, Pacific Wolf & DBL55, Perseverance, Barge Jovalan, Kennicott and Tustumena.

On August 8th the Alaska Marine Hwy System resumed its regular ferry service in Homer, concluding the Inland Boatmen's Union strike that began on July 25th.

Operations staff completed its comprehensive vessel audit in all 24' and 32' class stalls. The audit yielded a total of 218' of unreported vessel moorage.

Harbor assistants completed applying a new coat of red paint to all float system loading zones.

The following notable events occurred:

- On 7/15, harbor officers pumped out a 20' recreational vessel using emergency dewatering equipment.
- On 7/16, operations staff identified several pieces of abandoned equipment on lots 9 and 49.
- On 7/18, operations staff impounded a 58' commercial fishing vessel and a 30' sail boat.

- On 7/19, operations staff responded to an EMS call at the L&L ramp for inbound transport of victims of a plane crash.
- On 7/20, a harbor officer towed a 25' disabled recreational vessel from Land's End to the harbor.
- On 7/27, operations staff responded to the L&L ramp for the inbound transport of a female suffering from chest pain.
- On 7/27, a graveyard shift harbor officer implemented emergency dewatering equipment aboard a sinking 30' recreational vessel.
- On 7/29, operations staff responded to an EMS call at ramp 6 for a 51 year old female that had fainted.
- On 8/1, harbor officers implemented emergency dewatering pumps aboard a 22' recreational vessel and then towed it to the L&L ramp for removal.
- On 8/2, harbor officers responded to an EMS call at a campground for a 58 year old female suffering from unknown illness.
- On 8/3, harbor officers responded to an EMS call at a local restaurant for a 19 year old female suffering from a low level of consciousness.
- On 8/3, harbor officers responded to an EMS call across on the west side of the Homer Spit for a group of six young adults suffering from mild hypothermia after swimming and being caught in an outgoing current.
- On 8/3, harbor officer responded to an EMS call at an RV park for a bicyclist struck by a vehicle.
- On 8/3, harbor officers assisted HPD locate a vehicle.
- On 8/12, harbor officers fielded two separate accidents reports involving recreational vessels damaged while docking.
- On 8/13, a charter vessel reported fuel theft while moored in its stall.
- On 8/14, operations staff moved several 32' commercial fishing vessels in order to consolidate and organize a large raft of vessels.
- On 8/14, operations staff responded to an EMS call at the L&L ramp involving the inbound transport of a 25 year old male suffering from an allergic reaction.
- On 8/14, a harbor officer met an inbound sinking vessel with emergency dewatering pumps.

3. Ice Plant

Ice plant personnel worked round the clock to meet heavy demand for ice during the end of July and first couple days of August. Ice sales have now slowed down again as the focus has shifted back to longline fisheries. As a result, we will start closing at 8pm, weekdays, beginning August 26th. In addition to routine tasks, we:

- Diagnosed and repaired a short circuit on the Southwest High Mast Light.
- Extended insulation on the wintertime waterlines.
- Diagnosed and replaced a burned out motor on the boat ice delivery system.
- Replaced a broken bin door winch cable.
- Replaced a sticky Float Switch.

4. Port Maintenance

During this busy summer season port maintenance has been working on:

- Building a tidal gauge for installation at the launch ramp
- Sweeping docks for cruise ships
- Repairing wood grid damage
- Assisting Operations with EMS calls
- Deep Water Dock crane cable maintenance
- Planning ADA compliance projects
- Working on FY 20-21 budget
- Bird deterrents...on going
- And all of our other, routine, periodic maintenance tasks.



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Port and Harbor

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Homer, AK 99603

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Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION
FROM: BRYAN HAWKINS, PORT DIRECTOR
DATE: AUGUST 12, 2019
SUBJECT: LOAN FUND REALLOCATION FOR 2020-21 BUDGET ITEM

With the last payment for the Harbor's General Fund loan designated for the new Port and Harbor Office scheduled for 2019, annual revenues that were previously dedicated to payment of the harbor office loan (\$63,647.52) will be available for other use starting in 2020.

Staff proposes that some of these annual revenues be re-allocated to increase the annual payment on the Harbor's General Fund loan for the purchase of Lot 42 to double the current payment. Increasing the annual payment on the Lot 42 purchase loan by an additional \$35,169.15, for a total annual payment of \$ 70,338.30, is estimated to save the Port and Harbor approximately \$20,800 in interest over the length of the loan.

RECOMMENDATION

Make a motion to City Council that an additional annual payment of \$35,169.15, for a total annual payment of \$70,338.30, be made from the Port and Harbor fund 400 annual operating revenues to the Harbor's General Fund loan for the purchase of Lot 42 starting in the year 2020 and that it be approved as a Port Commission 2020-21 budget priority item.

Attached: Proposed Amortization Schedule for Lot 42 Loan
Current Amortization Schedule for Lot 42 Loan
Amortization Schedule for New Harbor Office Loan

Proposed Amortization Schedule
General Fund Loan to Port and Harbor
Purchase of Lot 42

Amount \$300,000.
Annual Interest Rate 3%
Years 6
Payments Per Year 1

Payment #	Principal	Interest	Payment	Balance
1 (2019)	\$26,169.15	\$9,000.00	\$35,169.15	\$273,830.85
2 (2020)	\$62,123.37	\$8,214.93	\$70,338.30	\$211,707.48
3 (2021)	\$63,987.08	\$6,351.22	\$70,338.30	\$147,720.40
4 (2022)	\$65,906.69	\$4,431.61	\$70,338.30	\$81,813.71
5 (2023)	\$67,883.89	\$2,454.41	\$70,338.30	\$13,929.82
6 (2024)	\$13,929.82	\$417.89	\$14,347.71	\$0.00

Total Interest to be Paid on Loan (Proposed Plan) = \$30,870.06

Total Interest to be Paid on Loan (Current Plan) = \$51,691.52

Estimated Savings of: \$20,821.46

Amortization Schedule
General Fund Loan to Port and Harbor
Harbormasters Office

Amount \$ 300,000
Annual Interest Rate 2%
Years 5
Payments Per Year 1

Payment #	Year	Principal	Interest	Payment	Balance
1	2015	\$57,647.52	\$6,000.00	\$63,647.52	\$ 242,352.48
2	2016	\$58,800.47	\$4,847.05	\$63,647.52	\$ 183,552.01
3	2017	\$59,976.48	\$3,671.04	\$63,647.52	\$ 123,575.54
4	2018	\$61,176.01	\$2,471.51	\$63,647.52	\$ 62,399.53
5	2019	\$62,399.53	\$1,247.99	\$63,647.52	\$ -

Amortization Schedule
General Fund Loan to Port and Harbor
Purchase of Lot 42

Amount \$ 300,000
Annual Interest Rate 3%
Years 10
Payments Per Year 1

Payment #	Principal	Interest	Payment	Balance
1	\$26,169.15	\$9,000.00	\$35,169.15	\$ 273,830.85
2	\$26,954.23	\$8,214.93	\$35,169.15	\$ 246,876.62
3	\$27,762.85	\$7,406.30	\$35,169.15	\$ 219,113.77
4	\$28,595.74	\$6,573.41	\$35,169.15	\$ 190,518.03
5	\$29,453.61	\$5,715.54	\$35,169.15	\$ 161,064.42
6	\$30,337.22	\$4,831.93	\$35,169.15	\$ 130,727.20
7	\$31,247.34	\$3,921.82	\$35,169.15	\$ 99,479.86
8	\$32,184.76	\$2,984.40	\$35,169.15	\$ 67,295.11
9	\$33,150.30	\$2,018.85	\$35,169.15	\$ 34,144.81
10	\$34,144.81	\$1,024.34	\$35,169.15	\$ 0.00



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Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: AUGUST 21, 2019

SUBJECT: PORT AND HARBOR BUDGET REVIEW

Per the commission's bylaws, the commission agreed to review the Port and Harbor budget annually to assist the Port Director/Harbormaster in preparation and presentation of budget requests to City Council.

Budget review began at the July 24, 2019 meeting where a ten year history of account 600-4801 (Interest on Investments) and the amortization schedule of bonds for float improvements were requested as additional information to be included in the next meeting.

Staff has provided the following items for review:

- 10 year actuals on account 600-4801
- Amortization schedule for bonds for float improvements
- 2019 P&H adopted Budget Section (from last meeting)
- P&H Budget Actuals as of June 30 2019 (from last meeting)

RECOMMENDATION

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

Report Criteria:

Actual Amounts
All Accounts
Summarize Payroll Detail
Print Period Totals
Print Grand Totals
Page and Total by Fund
All Segments Tested for Total Breaks
[Report]. Account Number = "40006004801"

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
Interest On Investments			01/01/2009 (00/09) Balance	400-0600-4801			.00
09/30/2010	JE	66	ALLOCATE INTEREST SEPTEMBER			2,135.98-	
			09/30/2010 (09/10) Period Totals and Balance		.00 *	2,135.98- *	2,135.98-
10/31/2010	JE	78	Allocate interest for October			276.90-	
			10/31/2010 (10/10) Period Totals and Balance		.00 *	276.90- *	2,412.88-
11/30/2010	JE	81	Allocate Interest for November 2010			184.33-	
			11/30/2010 (11/10) Period Totals and Balance		.00 *	184.33- *	2,597.21-
12/31/2010	JE	74	Allocate interest for the month of December 201			264.10-	
			12/31/2010 (12/10) Period Totals and Balance		.00 *	264.10- *	2,861.31-
12/31/2010	JE	159	Allocate YE adj, Gains/losses, YE accruals, & m		2,286.97		
			12/31/2010 (13/10) Period Totals and Balance		2,286.97 *	.00 *	574.34-
01/31/2011	JE	138	Allocate interest for January 2011			373.76-	
			01/31/2011 (01/11) Period Totals and Balance		.00 *	373.76- *	373.76-
02/28/2011	JE	96	Allocate interest for Month of February 2011			67.23-	
			02/28/2011 (02/11) Period Totals and Balance		.00 *	67.23- *	440.99-
03/31/2011	JE	101	ALLOCATE INTEREST - MARCH 2011			2,304.64-	
			03/31/2011 (03/11) Period Totals and Balance		.00 *	2,304.64- *	2,745.63-
04/30/2011	JE	119	ALLOCATE INTEREST FOR APRIL			528.10-	
			04/30/2011 (04/11) Period Totals and Balance		.00 *	528.10- *	3,273.73-
05/31/2011	JE	85	ALLOCATE INTEREST FOR MAY			51.01-	
			05/31/2011 (05/11) Period Totals and Balance		.00 *	51.01- *	3,324.74-
06/30/2011	JE	180	Allocate interest for June			75.83-	
			06/30/2011 (06/11) Period Totals and Balance		.00 *	75.83- *	3,400.57-
07/31/2011	JE	118	ALLOCATE INTEREST - JULY		.00		
			07/31/2011 (07/11) Period Totals and Balance		.00 *	.00 *	3,400.57-
08/31/2011	JE	80	TO ALLOCATE INTEREST FOR THE MONTH -			243.33-	
			08/31/2011 (08/11) Period Totals and Balance		.00 *	243.33- *	3,643.90-
09/30/2011	JE	66	allocate interest for September 2011			1,490.61-	
			09/30/2011 (09/11) Period Totals and Balance		.00 *	1,490.61- *	5,134.51-
10/31/2011	JE	150	Allocate int for month of October			805.97-	
			10/31/2011 (10/11) Period Totals and Balance		.00 *	805.97- *	5,940.48-
11/30/2011	JE	109	ALLOCATE INVESTMENT INTEREST FOR NO			180.64-	
			11/30/2011 (11/11) Period Totals and Balance		.00 *	180.64- *	6,121.12-
12/31/2011	JE	137	Allocate interest for December			644.31-	
			12/31/2011 (12/11) Period Totals and Balance		.00 *	644.31- *	6,765.43-
12/31/2011	JE	192	Allocate Market Value and Accrued Interest YE		1,395.91		
12/31/2011	JE	213	Allocate Market Value and Accrued Interest			243.64-	
			12/31/2011 (13/11) Period Totals and Balance		1,395.91 *	243.64- *	5,613.16-
01/31/2012	JE	150	Allocate Market Value and Accrued Interest - Ja			552.15-	
			01/31/2012 (01/12) Period Totals and Balance		.00 *	552.15- *	552.15-
02/29/2012	JE	96	Allocate Market Value and Accrued Interest Feb			26.46-	
			02/29/2012 (02/12) Period Totals and Balance		.00 *	26.46- *	578.61-
03/31/2012	JE	100	Allocate market value and accrued interest Marc			375.83-	
			03/31/2012 (03/12) Period Totals and Balance		.00 *	375.83- *	954.44-
04/30/2012	JE	97	Allocate market value and accrued interest - Apr		67.41		
			04/30/2012 (04/12) Period Totals and Balance		67.41 *	.00 *	887.03-
05/31/2012	JE	91	Allocate Market Value and accrued int for May			366.82-	
			05/31/2012 (05/12) Period Totals and Balance		.00 *	366.82- *	1,253.85-

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
06/30/2012	JE	139	Allocate market value and accrued interest			720.53-	
			06/30/2012 (06/12) Period Totals and Balance		.00 *	720.53- *	1,974.38-
07/31/2012	JE	98	Allocate Market Value and Accrued Interest - Jul			272.35-	
			07/31/2012 (07/12) Period Totals and Balance		.00 *	272.35- *	2,246.73-
08/31/2012	JE	118	Allocate market value & accrued interest for aug			286.72-	
			08/31/2012 (08/12) Period Totals and Balance		.00 *	286.72- *	2,533.45-
09/30/2012	JE	107	Allocate market value and accrued interest			411.81-	
			09/30/2012 (09/12) Period Totals and Balance		.00 *	411.81- *	2,945.26-
10/31/2012	JE	123	Allocate Market Value and Accrued Int -October			653.71-	
			10/31/2012 (10/12) Period Totals and Balance		.00 *	653.71- *	3,598.97-
11/30/2012	JE	124	ALLOCATE MARKET VALUE AND ACCRUED I			198.74-	
			11/30/2012 (11/12) Period Totals and Balance		.00 *	198.74- *	3,797.71-
12/08/2012	JE	111	ALLOCATE MARKET VALUE AND ACCRUED I			297.80-	
12/31/2012	JE	235	YE Market value and accrued interest			976.39-	
12/31/2012	JE	255	Allocate market value and accrued interest		18.79		
			12/31/2012 (12/12) Period Totals and Balance		18.79 *	1,274.19- *	5,053.11-
01/31/2013	JE	47	Allocate Market Value and Accrued Interest 1/13			306.65-	
			01/31/2013 (01/13) Period Totals and Balance		.00 *	306.65- *	306.65-
02/28/2013	JE	47	Allocate Market Value and Accrued Interest Feb			317.73-	
			02/28/2013 (02/13) Period Totals and Balance		.00 *	317.73- *	624.38-
03/31/2013	JE	103	Allocate Market Value and Accrued Interest for			480.06-	
			03/31/2013 (03/13) Period Totals and Balance		.00 *	480.06- *	1,104.44-
10/31/2013	JE	158	Allocate Market Value and Accrued Interest April			807.91-	
10/31/2013	JE	180	Allocate Market Value and Accrued interest May			405.71-	
10/31/2013	JE	202	Allocate Market Value & Accrued Interest June 2			761.18-	
10/31/2013	JE	223	Allocate Market Value and Accrued Interest July			344.50-	
10/31/2013	JE	246	Allocate Market Value and Accrued Interest Aug			97.61-	
10/31/2013	JE	268	Allocate Market Value and Accrued Interest Sep			395.56-	
10/31/2013	JE	290	Allocate market value and accrued interest Oct			651.51-	
			10/31/2013 (10/13) Period Totals and Balance		.00 *	3,463.98- *	4,568.42-
11/30/2013	JE	104	Allocate Market Value and Accrued Interest Nov			767.20-	
			11/30/2013 (11/13) Period Totals and Balance		.00 *	767.20- *	5,335.62-
12/31/2013	JE	130	Allocate market value and accrued int Dec 2013			766.20-	
			12/31/2013 (12/13) Period Totals and Balance		.00 *	766.20- *	6,101.82-
12/31/2013	AUDIT	7	2013 AJE - Rec Inv income - Harbor Reserve			3,697.30-	
			12/31/2013 (14/13) Period Totals and Balance		.00 *	3,697.30- *	9,799.12-
12/31/2014	JE	76	2014-allocate interest investment accounts			28,690.48-	
			12/31/2014 (12/14) Period Totals and Balance		.00 *	28,690.48- *	28,690.48-
01/31/2015	JE	239	TO REVERSE 12/14 INTEREST ALLOCATION		28,690.48		
01/31/2015	JE	249	TO CORRECT 12/14 INTEREST ALLOCATION			31,101.24-	
			01/31/2015 (01/15) Period Totals and Balance		28,690.48 *	31,101.24- *	2,410.76-
03/31/2015	JE	24	Allocate market value and accrued int 1st Qtr In			7,021.64-	
			03/31/2015 (03/15) Period Totals and Balance		.00 *	7,021.64- *	9,432.40-
06/30/2015	JE	72	TO ALLOCATE 06/15 INVESTMENT POOL ALL			18,047.71-	
			06/30/2015 (06/15) Period Totals and Balance		.00 *	18,047.71- *	27,480.11-
09/30/2015	JE	75	TO ALLOCATE INVESTMENT POOL INTERES			7,288.20-	
			09/30/2015 (09/15) Period Totals and Balance		.00 *	7,288.20- *	34,768.31-
12/31/2015	JE	141	TO ALLOCATE INVESTMENT LOSS QTR4		2,034.09		
			12/31/2015 (12/15) Period Totals and Balance		2,034.09 *	.00 *	32,734.22-
12/31/2015	JE	133	TO RECORD INTEREST INCOME			12,376.28-	
			12/31/2015 (13/15) Period Totals and Balance		.00 *	12,376.28- *	45,110.50-
12/31/2016	JE	187	ALLOCATE POOLED MARKET VALUE AND IN			42,652.61-	
12/31/2016	JE	204	TO RECORD PORT BOND INTEREST			3,705.69-	
			12/31/2016 (13/16) Period Totals and Balance		.00 *	46,358.30- *	46,358.30-
01/31/2017	JE	148	ALLOCATE MARKET VALUE AND ACCRUED I			62.68-	
			01/31/2017 (01/17) Period Totals and Balance		.00 *	62.68- *	62.68-
03/31/2017	JE	56	ALLOCATE MARKET VALUE AND ACCRUED I		111.42		
			03/31/2017 (03/17) Period Totals and Balance		111.42 *	.00 *	48.74

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
04/30/2017	JE	53	ALLOCATE MARKET VALUE AND ACCRUED I 04/30/2017 (04/17) Period Totals and Balance		.00 *	374.81-	326.07-
05/31/2017	JE	56	ALLOCATE MARKET VALUE AND ACCRUED I 05/31/2017 (05/17) Period Totals and Balance		.00 *	182.61-	508.68-
06/30/2017	JE	71	ALLOCATE MARKET VALUE AND ACCRUED I 06/30/2017 (06/17) Period Totals and Balance		.00 *	79.12-	587.80-
07/31/2017	JE	56	ALLOCATE MARKET VALUE AND ACCRUED I 07/31/2017 (07/17) Period Totals and Balance		.00 *	235.68-	823.48-
08/31/2017	JE	61	ALLOCATE MARKET VALUE AND ACCRUED I 08/31/2017 (08/17) Period Totals and Balance		.00 *	720.24-	1,543.72-
09/30/2017	JE	56	ALLOCATE MARKET VALUE AND ACCRUED I 09/30/2017 (09/17) Period Totals and Balance		.00 *	257.08-	1,800.80-
10/31/2017	JE	34	ALLOCATE MARKET VALUE AND ACCRUED I 10/31/2017 (10/17) Period Totals and Balance		122.17 *	.00 *	1,678.63-
11/30/2017	JE	56	ALLOCATE MARKET VALUE AND ACCRUED I 11/30/2017 (11/17) Period Totals and Balance		.00 *	597.49-	2,276.12-
12/31/2017	JE	134	ALLOCATE MARKET VALUE AND ACCRUED I 12/31/2017 (12/17) Period Totals and Balance		2,330.58 *	.00 *	54.46
12/31/2017	JE	184	TO RECORD INTEREST INCOME 12/31/2017 (13/17) Period Totals and Balance		.00 *	2,945.89-	2,891.43-
01/31/2018	JE	94	ALLOCATE MARKET VALUE AND ACCRUED I		1,913.67		
01/31/2018	JE	178	TO RECORD INTEREST INCOME 01/31/2018 (01/18) Period Totals and Balance		110.74 *	.00 *	2,024.41
02/28/2018	JE	43	ALLOCATE MARKET VALUE AND ACCRUED I		110.45		
02/28/2018	JE	53	TO RECORD INTEREST INCOME 02/28/2018 (02/18) Period Totals and Balance		279.94 *	.00 *	2,414.80
03/31/2018	JE	44	TO RECORD INTEREST INCOME			2,225.27-	
03/31/2018	JE	56	ALLOCATE MARKET VALUE AND ACCRUED I 03/31/2018 (03/18) Period Totals and Balance		46.67 *	2,225.27-	236.20
04/30/2018	JE	32	TO RECORD INTEREST INCOME			46.17-	
04/30/2018	JE	51	ALLOCATE MARKET VALUE AND ACCRUED I 04/30/2018 (04/18) Period Totals and Balance		16.09 *	46.17-	206.12
05/31/2018	JE	58	TO RECORD INTEREST INCOME 05/31/2018 (05/18) Period Totals and Balance		.00 *	806.60-	600.48-
06/30/2018	JE	35	TO RECORD INTEREST INCOME 06/30/2018 (06/18) Period Totals and Balance		387.89 *	.00 *	212.59-
07/31/2018	JE	48	TO RECORD INTEREST INCOME 07/31/2018 (07/18) Period Totals and Balance		.00 *	58.97-	271.56-
08/31/2018	JE	41	TO RECORD INTEREST INCOME			371.82-	
08/31/2018	JE	51	ALLOCATE MARKET VALUE AND ACCRUED I 08/31/2018 (08/18) Period Totals and Balance		.00 *	627.06-	1,270.44-
09/30/2018	JE	47	ALLOCATE MARKET VALUE AND ACCRUED I		607.80		
09/30/2018	JE	66	TO RECORD INTEREST INCOME 09/30/2018 (09/18) Period Totals and Balance		607.80 *	2,524.85-	3,187.49-
10/31/2018	JE	62	ALLOCATE MARKET VALUE AND ACCRUED I 10/31/2018 (10/18) Period Totals and Balance		.00 *	3,049.77-	6,237.26-
11/30/2018	JE	58	ALLOCATE MARKET VALUE AND ACCRUED I 11/30/2018 (11/18) Period Totals and Balance		.00 *	2,114.98-	8,352.24-
12/31/2018	JE	99	ALLOCATE MARKET VALUE AND ACCRUED I 12/31/2018 (12/18) Period Totals and Balance		.00 *	2,931.82-	11,284.06-
01/31/2019	JE	98	ALLOCATE MARKET VALUE AND ACCRUED I 01/31/2019 (01/19) Period Totals and Balance		.00 *	1,965.59-	1,965.59-
02/28/2019	JE	52	ALLOCATE MARKET VALUE AND ACCRUED I 02/28/2019 (02/19) Period Totals and Balance		.00 *	1,069.87-	3,035.46-
03/31/2019	JE	58	ALLOCATE MARKET VALUE AND ACCRUED I 03/31/2019 (03/19) Period Totals and Balance		.00 *	2,029.26-	5,064.72-
			07/31/2019 (07/19) Period Totals and Balance		.00 *	.00 *	5,064.72-

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
YTD Encumbrance		.00 YTD Actual	-5,064.72 Total	-5,064.72 YTD Budget	-3,000.00 Unearned	(2,064.72)	
Number of Transactions: 89 Number of Accounts: 1					Debit	Credit	Proof
Total Port & Harbor Enterprise Fund:					40,531.07	200,970.29-	160,439.22-
Number of Transactions: 89 Number of Accounts: 1					Debit	Credit	Proof
Grand Totals:					40,531.07	200,970.29-	160,439.22-

Report Criteria:

Actual Amounts

All Accounts

Summarize Payroll Detail

Print Period Totals

Print Grand Totals

Page and Total by Fund

All Segments Tested for Total Breaks

[Report] Account Number = "40006004801"

BOND DEBT SERVICE

Alasks Municipal Bond Bank Series 2013 Two Bonds
Homer Boat Harbor Loan

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2013			71,977.50	71,977.50	71,977.50
06/01/2014	130,000	2.000%	79,975.00	209,975.00	
12/01/2014			78,675.00	78,675.00	288,650.00
06/01/2015	130,000	2.000%	78,675.00	208,675.00	
12/01/2015			77,375.00	77,375.00	286,050.00
06/01/2016	135,000	2.000%	77,375.00	212,375.00	
12/01/2016			76,025.00	76,025.00	288,400.00
06/01/2017	140,000	3.000%	76,025.00	216,025.00	
12/01/2017			73,925.00	73,925.00	289,950.00
06/01/2018	140,000	3.000%	73,925.00	213,925.00	
12/01/2018			71,825.00	71,825.00	285,750.00
06/01/2019	145,000	3.000%	71,825.00	216,825.00	
12/01/2019			69,650.00	69,650.00	286,475.00
06/01/2020	150,000	4.000%	69,650.00	219,650.00	
12/01/2020			66,650.00	66,650.00	286,300.00
06/01/2021	160,000	4.000%	66,650.00	226,650.00	
12/01/2021			63,450.00	63,450.00	290,100.00
06/01/2022	165,000	4.000%	63,450.00	228,450.00	
12/01/2022			60,150.00	60,150.00	288,600.00
06/01/2023	170,000	4.000%	60,150.00	230,150.00	
12/01/2023			56,750.00	56,750.00	286,900.00
06/01/2024	180,000	5.000%	56,750.00	236,750.00	
12/01/2024			52,250.00	52,250.00	289,000.00
06/01/2025	190,000	5.000%	52,250.00	242,250.00	
12/01/2025			47,500.00	47,500.00	289,750.00
06/01/2026	200,000	5.000%	47,500.00	247,500.00	
12/01/2026			42,500.00	42,500.00	290,000.00
06/01/2027	210,000	5.000%	42,500.00	252,500.00	
12/01/2027			37,250.00	37,250.00	289,750.00
06/01/2028	220,000	5.000%	37,250.00	257,250.00	
12/01/2028			31,750.00	31,750.00	289,000.00
06/01/2029	230,000	5.000%	31,750.00	261,750.00	
12/01/2029			26,000.00	26,000.00	287,750.00
06/01/2030	240,000	5.000%	26,000.00	266,000.00	
12/01/2030			20,000.00	20,000.00	286,000.00
06/01/2031	255,000	5.000%	20,000.00	275,000.00	
12/01/2031			13,625.00	13,625.00	288,625.00
06/01/2032	265,000	5.000%	13,625.00	278,625.00	
12/01/2032			7,000.00	7,000.00	285,625.00
06/01/2033	280,000	5.000%	7,000.00	287,000.00	
12/01/2033					287,000.00
	3,735,000		2,096,652.50	5,831,652.50	5,831,652.50

Enterprise Fund Port & Harbor Fund

Mission: Provide safe port and harbor facilities for our commercial and recreational users, to manage and maintain these facilities cost effectively, and to administer tariffs and procedures fairly and equitably for all.

Functions and Responsibilities: Operate and manage the port and harbor facilities, including docks, the small boat harbor, spit land, warehouse(s), port terminal, vessel grids, ice plant and fuel facilities. There are numerous funding components for the Port & Harbor Enterprise Fund.

- Port & Harbor Fund: Funds the operations of the port.
 - Administration (0600)
 - Manages, maintains and operates the port.
 - The Harbor (0601)
 - Harbor officers provide security, tow, first responders to fire, medical and other emergencies 24/7/365 Harbor Officers monitor arrivals and departures, moorages, and the repair grids.
 - Pioneer Dock (0602)
 - The Pioneer Dock berths the Coast Guard Tenders, the Alaska Marine Highway Ferries, fuel barges, and cruise ships.
 - Fish Dock (0603)
 - Costs associated with the Fish Dock are cranes, ice and cold storage. Revenues are derived from wharfage charges, crane rental, ice sales and cold storage rental.
 - Deep Water Dock (0604)
 - Provides 345 feet of dock face for moorings vessels on three sides. The "inside berth" provides 210 feet of additional moorage space.
 - Outfall Line (0605)
 - Tracks expenses associated with the outfall line and the lift/pump station, plus preventive maintenance and utilities.
 - Fish Grinder (0606)
 - Track expenses associated with the fish grinder operation per ADFG grant requirements.
 - Harbor Maintenance (0611)
 - Provides the labor and operation expenses associated with maintenance of the harbor facilities, including all floats, ramps, transient moorages, and grids. This includes operating expenses such as fuel, utilities, boat, building and grounds maintenance, and used oil disposal/collections.
 - Pioneer Dock Maintenance (0612)
 - Tracks the maintenance costs of the Pioneer Dock.
 - Deep Water Dock Maintenance (0614)
 - Tracks the maintenance costs of the Deep Water Dock.
 - Load and Launch Ramp (0615)
 - Tracks the revenues and expenses of Load and Launch activities
- Port & Harbor Depreciation Reserves: Funds future replacements and repairs of fixed assets.
- Port & Harbor Projects: This pass-through fund allows for the segregation of projects for reporting purposes.
- Port & Harbor Cruise Ship Tax: This tax is collected by the KPB and must be used for cruise ship related expenses.

Future Considerations:

1. Lack of moorage space for large vessels.
2. Lack of adequate vehicle parking in the vicinity of ramps 1,2, and 3.

2016-2018 Accomplishments

- ✓ Converted the high mast lights to efficient LED's
- ✓ Cargo storage area with paved road.
- ✓ Creation of Large Vessel Haul Out Facility
- ✓ 2018 implemented new billing software
- ✓ Ramp 2 restroom funding and design

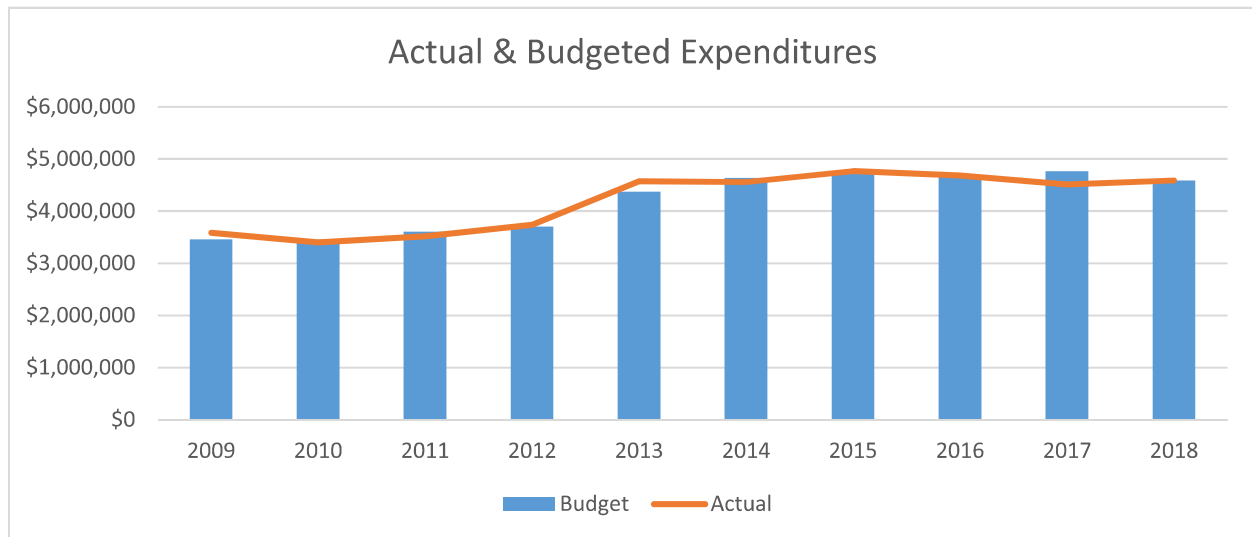
2019 Goals and Objectives

- Partner with ACOE- large vessel port expansion
- Complete Barge Mooring design and engineering
- Upgrade the Pioneer dock lighting to LED
- Complete fish dock waterline replacement
- Complete Ramp Two Restroom Replacement

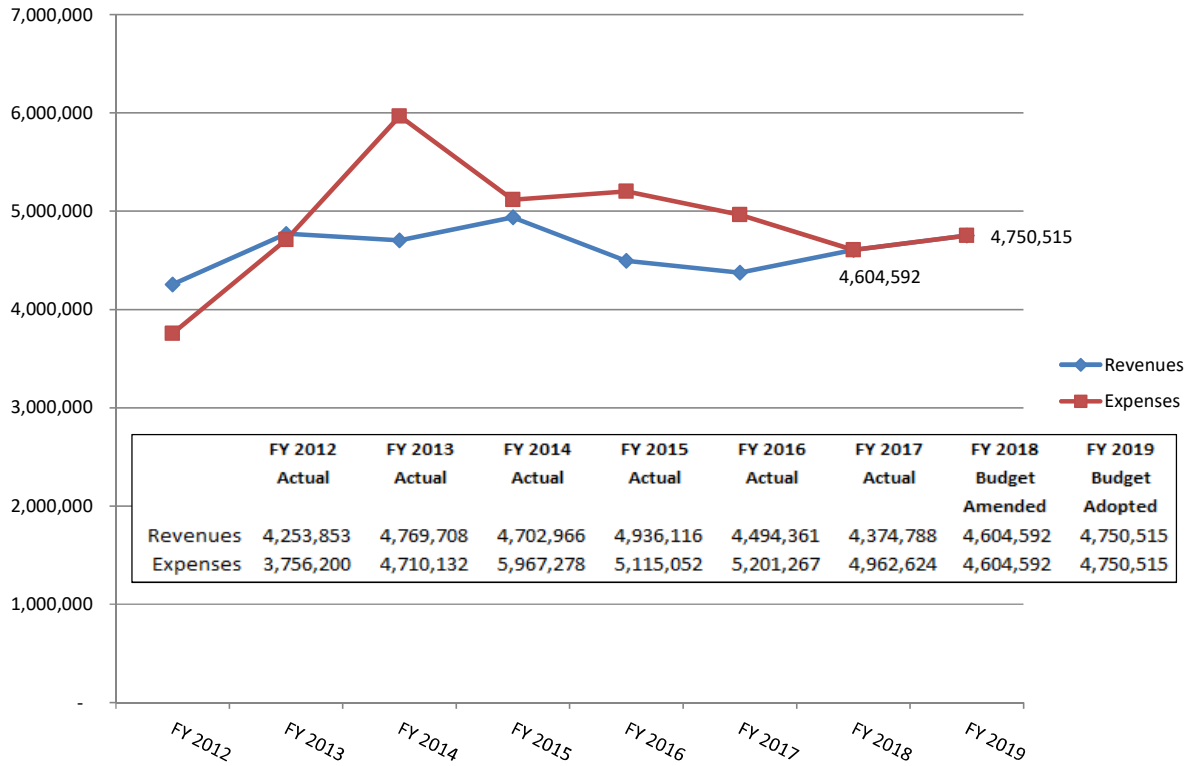
**Enterprise Fund
Port & Harbor Fund**

Performance measures	2016	2017
Seasonal Parking Pass Revenues	\$18,968	\$23,019
Crane hours	2,143	1,848
Stall wait list	178	187
Load and Launch revenues	\$ 130,046	\$128,107

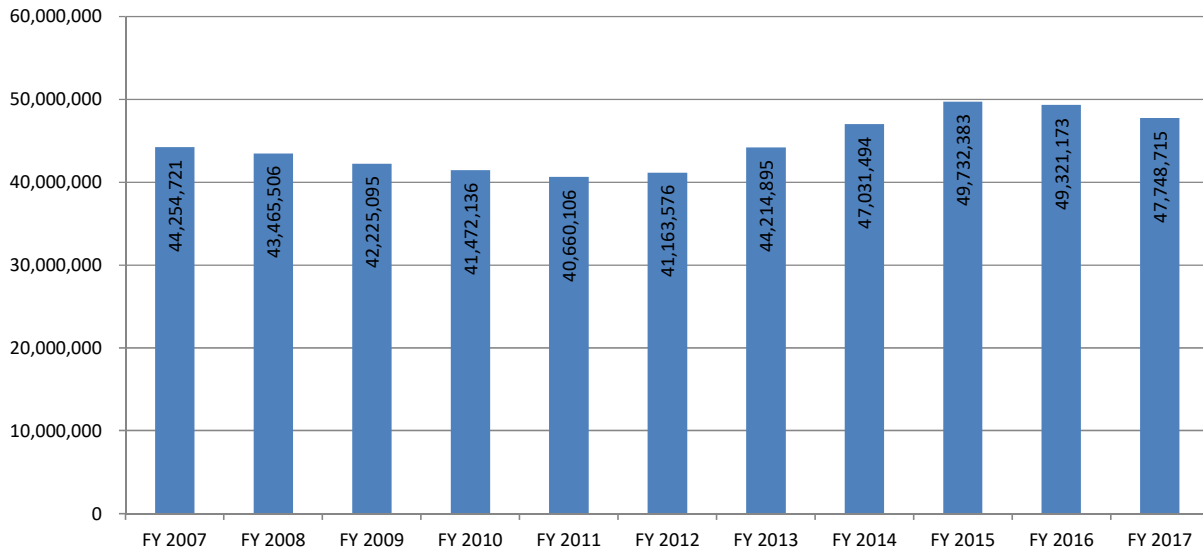
Staffing – FTE Full-time Equivalents	2016	2017	2018	2019
Port and Harbor Administration	5	5	5	5
Harbor Officers	6	6	6	6
Port Maintenance	3	3	3	3
Fish Dock	3	3	3	3



Port & Harbor Fund Revenues vs. Expenses

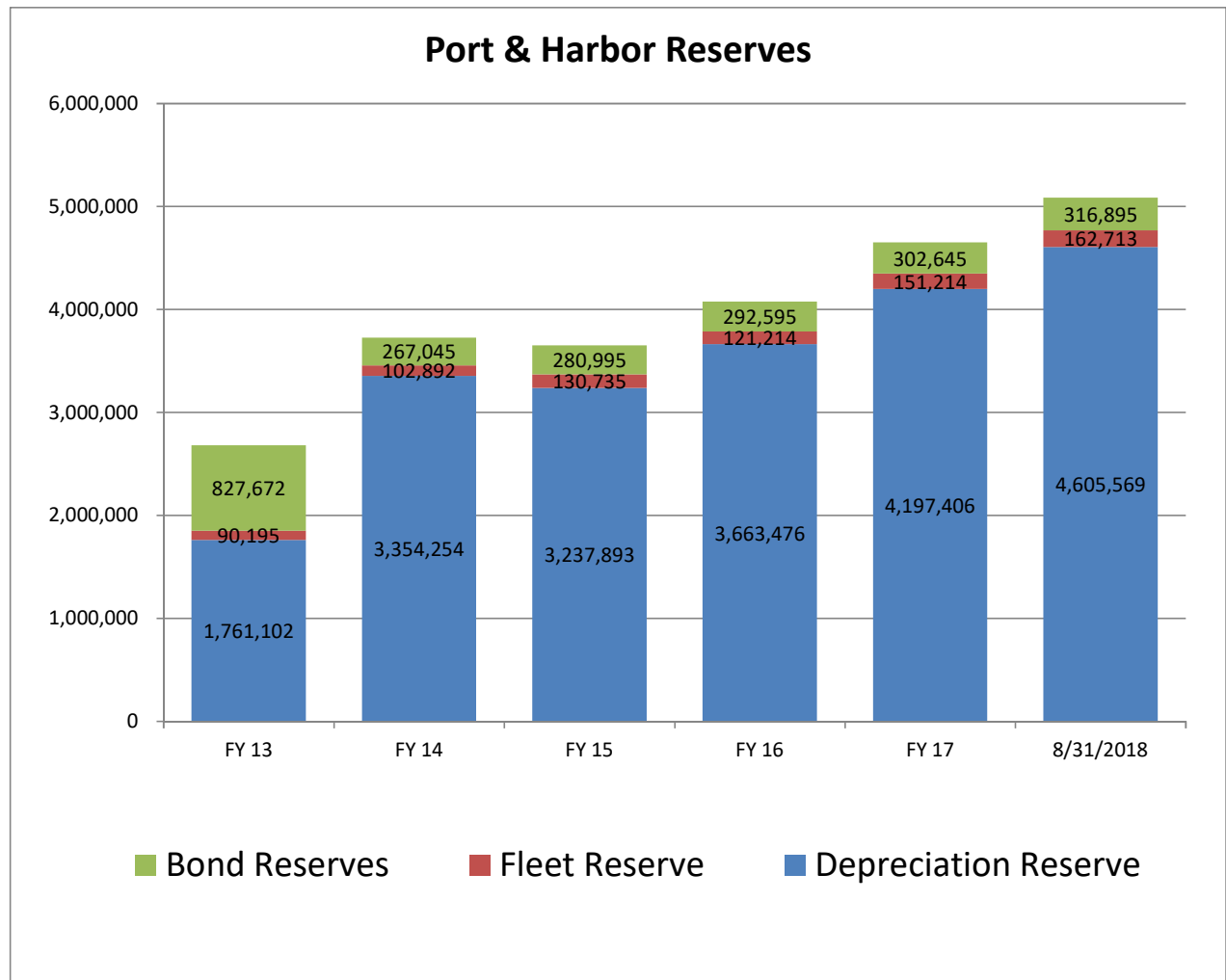


Port & Harbor Fund - Net Position



**City of Homer
2019 Operating Budget**

<u>Fiscal Year</u>	<u>Depreciation Reserve</u>	<u>Fleet Reserve</u>	<u>Bond Reserves</u>	<u>Total</u>
FY 11	1,792,059	68,634	0	1,860,693
FY 12	1,583,525	87,194	500,000	2,170,718
FY 13	1,761,102	90,195	827,672	2,678,969
FY 14	3,354,254	102,892	267,045	3,724,191
FY 15	3,237,893	130,735	280,995	3,649,623
FY 16	3,663,476	121,214	292,595	4,077,285
FY 17	4,197,406	151,214	302,645	4,651,265
8/31/2018	4,605,569	162,713	316,895	5,085,177



City of Homer
2019 Operating Budget

Port & Harbor All Funds Combined (400, 456, 460)

	FY 2019				
	Port & Harbor Enterprise Fund	Port & Harbor Depreciation Reserve	Port & Harbor Bond Reserve	Port & Harbor Fleet Depreciation	Total Port & Harbor Funds
	400	456-0380	456-0382	452-0374	
Revenue					
<u>Total Operating Revenue</u>	<u>4,540,475</u>				<u>4,540,475</u>
Operating Expenses before Depreciation:					
Personnel	1,941,424				1,941,424
Operations & Maintenance	1,456,536	-		-	1,456,536
Debt Service			286,475		286,475
Other Charges	610,402				610,402
<u>Total Operating Expenses</u>	<u>4,008,362</u>	<u>0</u>	<u>286,475</u>	<u>0</u>	<u>4,294,837</u>
Operating Income before Depreciation:	<u>532,113</u>	<u>0</u>	<u>(286,475)</u>	<u>0</u>	<u>245,638</u>
Depreciation Expense	2,482,279				2,482,279
Earnings from Operations	<u>(1,950,166)</u>	<u>0</u>	<u>(286,475)</u>	<u>0</u>	<u>(2,236,641)</u>
Total Non - Operating Revenue	198,040				198,040
Earnings before transfers	<u>(1,752,126)</u>	<u>0</u>	<u>(286,475)</u>	<u>0</u>	<u>(2,038,601)</u>
Depreciation Reserves	(310,285)	280,285		30,000	0
Repayment of Energy Funds	(3,811)				(3,811)
Bond Reserves	(300,000)		300,000		0
Loan Payment to General Fund	(98,817)				(98,817)
Leave Cash Out Bank	(29,241)				(29,241)
Change in Net Assets	<u>(2,494,279)</u>	<u>280,285</u>	<u>13,525</u>	<u>30,000</u>	<u>(2,170,469)</u>

City of Homer
2019 Operating Budget

FUND 400			Adopted	Amended	Adopted
PORT & HARBOR FUND COMBINED STATEMENT			12/31/18	12/31/18	12/31/19
	12/31/16	12/31/17	12/31/18	12/31/18	12/31/19
	Actual	Actual	Budget	Budget	Budget
Port & Harbor Revenue					
Total Operating Revenue	4,165,444	4,075,179	4,338,352	4,338,352	4,540,475
Operating Expenses					
Personnel	2,335,674	1,904,145	1,869,943	1,869,943	1,941,424
Operations & Maintenance	1,344,686	1,374,281	1,363,828	1,363,828	1,456,536
Debt Service					
Other Charges (Administrative Fees)	573,691	553,422	558,336	558,336	610,402
Total Operating Expenses	4,254,051	3,831,848	3,792,107	3,792,107	4,008,362
Operating Income (Loss) before Depreciation:	(88,607)	243,331	546,245	546,245	532,113
Depreciation Expense	2,318,895	2,364,813	2,364,075	2,364,075	2,482,279
Profit (Loss) from Operations:	(2,407,502)	(2,121,482)	(1,817,830)	(1,817,830)	(1,950,166)
Total Non-Operating Revenue	320,123	292,915	254,240	254,240	198,040
Profit (Loss) from Operations Before Transfers:	(2,087,379)	(1,828,567)	(1,563,590)	(1,563,590)	(1,752,126)
Transfers to...					
Capital Contributions	2,372,711	251,835	0	0	0
Depreciation Reserves	680,374	569,923	356,470	356,470	310,285
Repayment of Energy Funds	520	3,811	3,811	3,811	3,811
Bond Reserves	300,000	300,000	300,000	300,000	300,000
Loan Payment to General Fund		63,648	98,817	98,817	98,817
Leave Cash Out Bank	29,971	68,519	57,636	57,636	29,241
Change in Net Assets	(725,532)	(2,582,633)	(2,380,325)	(2,380,325)	(2,494,279)

City of Homer
2019 Operating Budget

400 PORT & HARBOR - Combined Revenues				Adopted	Amended	Adopted	Δ %	
Dept Num.	Revenue Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
0600 HARBOR ADMINISTRATION								
4515	Ferry Lease	18,000	18,000	18,000	18,000	18,000	0	0.0%
4650	Rents & Leases	294,575	303,644	355,000	355,000	355,000	0	0.0%
	Operating Revenue - Admin	312,575	321,644	373,000	373,000	373,000	0	0.0%
4527	PERS Revenue	54,946	45,007	0	0	0	0	0.0%
4634	Port Storage Fe	75,397	78,384	78,000	78,000	78,000	0	0.0%
4635	Port Impound Fe	186	0	0	0	0	0	0.0%
4705	Business Licens	40	25	40	40	40	0	0.0%
4801	Interest On Investments	46,358	2,891	45,000	45,000	3,000	(42,000)	-93.3%
4901	Surplus Prop	31,305	26,991	30,000	30,000	15,000	(15,000)	-50.0%
4902	Other Revenue	809	1,185	1,200	1,200	2,000	800	66.7%
4990	Transfer from	0	0	0	0	0	0	0.0%
	Non-Operating Revenue - Admin	209,041	154,483	154,240	154,240	98,040	(56,200)	-36.4%
0601 HARBOR								
4245	Waste Oil Disp	757	1,015	5,000	5,000	1,000	(4,000)	-80.0%
4249	Oil Spill Rec	514	270	1,000	1,000	1,000	0	0.0%
4318	Parking Revenue	42,377	48,645	50,000	50,000	100,000	50,000	100.0%
4319	Electrical Supplies	1,586	1,176	5,000	5,000	5,000	0	0.0%
4624	Berth Trans Mo	501,809	500,795	529,191	529,191	557,238	28,047	5.3%
4625	Berth Reserved	1,165,691	1,204,768	1,249,546	1,249,546	1,315,771	66,225	5.3%
4626	Berth Trans A	212,924	212,252	140,425	140,425	223,501	83,076	59.2%
4627	Berth Trans S/A	95,135	97,209	114,176	114,176	120,227	6,051	5.3%
4628	Berth Trans Dly	118,876	110,894	110,673	110,673	116,538	5,865	5.3%
4629	Metered Enegery	85,686	74,008	107,900	107,900	100,000	(7,900)	-7.3%
4644	Pumping	635	204	1,000	1,000	1,000	0	0.0%
4645	Wooden Grid	7,601	7,149	7,000	7,000	7,000	0	0.0%
4646	Commerical Ramp	34,116	34,589	35,000	35,000	35,000	0	0.0%
4647	Berth Wait List	10,970	10,103	11,500	11,500	11,500	0	0.0%
4648	Steel Grid Fees	10,318	12,289	10,000	10,000	10,000	0	0.0%
4663	Trans Enrg 110v	42,013	53,294	60,000	60,000	60,000	0	0.0%
4664	Trans Engy 220v	20,231	32,236	25,000	25,000	25,000	0	0.0%
4665	Trans Engy 208v	152,574	123,580	152,574	152,574	152,574	0	0.0%
4666	Comm Ramp Wharf	38,639	29,863	40,000	40,000	40,000	0	0.0%
	Operating Revenue - Harbor	2,542,453	2,554,340	2,654,986	2,654,986	2,882,349	227,363	8.6%
4802	Penalty/Int	9,310	15,841	13,000	13,000	13,000	0	0.0%
4902	Other Revenue	78,483	75,899	63,000	63,000	63,000	0	0.0%
	Non-Operating Revenue - Harbor	87,793	91,740	76,000	76,000	76,000	0	0.0%
0602 PIONEER DOCK								
4631	USCG Leases	25,622	37,579	38,629	38,629	38,629	(0)	0.0%
4637	Seafood Wharfage-PD	0	0	1,000	1,000	0	(1,000)	-100.0%
4638	PD Fuel Wharfge	247,954	253,951	265,000	265,000	265,000	0	0.0%
4639	Pioneer Dock - Wharfage	0	0	1,000	1,000	1,000	0	0.0%
4641	PD Water Sales	8,068	7,706	8,068	8,068	8,068	0	0.0%
4642	PD Docking	50,629	56,045	50,629	50,629	50,629	0	0.0%
	Operating Revenue - Pioneer Dock	332,274	355,281	364,326	364,326	363,326	(1,000)	-0.3%
0603 FISH DOCK								
4620	Ice Sales	306,242	218,239	234,000	234,000	260,000	26,000	11.1%

City of Homer
2019 Operating Budget

400 PORT & HARBOR - Combined Revenues				Adopted	Amended	Adopted	Δ %	
Dept Num.	Revenue Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
0600 HARBOR ADMINISTRATION								
4621	Cold Storage	15,581	18,275	25,000	25,000	20,000	(5,000)	-20.0%
4622	Crane Rental	211,226	212,573	230,000	230,000	212,000	(18,000)	-7.8%
4623	Card Access Fees	12,272	9,078	8,240	8,240	9,000	760	9.2%
4637	Seafood Wharfge	27,172	18,337	27,000	27,000	27,000	0	0.0%
4700	Other Wharf Fd	882	2,175	1,500	1,500	1,500	0	0.0%
	Operating Revenue - Fish Dock	573,376	478,678	525,740	525,740	529,500	3,760	0.7%
4206	Fish Tax	23,289	46,692	24,000	24,000	24,000	0	0.0%
0604 DEEP WATER DOCK								
4633	Stevedoring	7,063	12,719	15,000	15,000	15,000	0	0.0%
4637	Seafood Wharfge	0	0	2,000	2,000	0	(2,000)	-100.0%
4640	Dwd Wharfage	314	41	10,000	10,000	10,000	0	0.0%
4643	Dwd Docking	206,093	176,703	206,000	206,000	175,000	(31,000)	-15.0%
4668	Dwd Water Sales	24,477	19,370	25,000	25,000	35,000	10,000	40.0%
4672	Port Security Revenues	28,770	23,700	22,500	22,500	27,500	5,000	22.2%
	Operating Revenue - DW Dock	266,718	232,533	280,500	280,500	262,500	(18,000)	-6.4%
0605 OUTFALL LINE								
4704	Outfall Line	4,800	4,800	4,800	4,800	4,800	0	0.0%
0606 FISH GRINDER								
4706	Fish Grinder	8,794	6,694	12,000	12,000	12,000	0	0.0%
0615 LOAD AND LAUNCH RAMP								
4653	L & L Ramp Revenue	133,247	127,903	135,000	135,000	125,000	(10,000)	-7.4%
	Operating Revenue - L & L Ramp	133,247	127,903	135,000	135,000	125,000	(10,000)	-7.4%
	Total Revenues	4,494,361	4,374,788	4,604,592	4,604,592	4,750,515	145,923	3.2%

2019 Budget Notes:

2019 Moorage - Accounted for our annual increase of 3.2% and added the 2.1% CPI.

601-4626: Increased based off a 5.3% of 2017 actuals.

Future Revenue Considerations:

Not yet accounted for is the increase in moorage that we will see from the graduated rate program that was implemented with our new management software. This new rate will affect all catagories of moorage and of course there are many variables that would effect the outcome. However, I think we can safely say that the five cent a foot incremental increase will raise more revenue overall. I estimate the first year will bring in between \$30-50K in additional moorage revenue from the fleet.

Expecting to see a sulphur loadout across the facility in 2019 which will bring in good revenues to the d/w/d and uplands storage yard.

Expecting the scrap steel operators to make a proposal to us this fall for a five year lease on a portion of the chip pad.

Expecting our wharfage, dockage, and storage revenues to see a significant increase in 2019.

**City of Homer
2019 Operating Budget**

400 PORT & HARBOR - Combined Expenditure				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	1,033,135	1,031,781	1,047,468	1,047,468	1,086,350	38,882	3.7%
5102	Fringe Benefits	624,026	624,528	636,430	636,430	667,256	30,825	4.8%
5103	Part-time Wages	128,309	121,673	131,664	131,664	133,446	1,782	1.4%
5104	Part-time Benefits	17,333	21,376	16,976	16,976	16,686	(290)	-1.7%
5105	Overtime	27,200	31,151	33,526	33,526	33,807	281	0.8%
5107	Part-time Overtime	1,403	2,266	3,879	3,879	3,879	0	0.0%
5108	Unemployment Benefits	190	3,348	-	-	-	0	0.0%
5112	PERS Relief	504,079	68,023	-	-	-	0	0.0%
	Total Salaries and Benefits	2,335,674	1,904,145	1,869,943	1,869,943	1,941,424	71,480	3.8%
<u>Maintenance and Operations</u>								
5201	Office Supplies	2,556	3,260	5,000	5,000	5,100	100	2.0%
5202	Operating Supplies	22,010	21,282	30,500	30,500	30,500	0	0.0%
5203	Fuel and Lube	24,654	34,011	28,900	28,900	32,900	4,000	13.8%
5204	Chemicals	2,770	1,295	6,000	6,000	6,000	0	0.0%
5207	Vehicle and Boat Maintenance	10,852	18,314	17,000	17,000	17,000	0	0.0%
5208	Equipment Maintenance	59,997	46,881	65,000	65,000	62,000	(3,000)	-4.6%
5209	Building & Grounds Maintenance	56,065	42,965	61,500	61,500	59,500	(2,000)	-3.3%
5210	Professional Services	23,864	16,941	22,000	22,000	22,000	0	0.0%
5211	Audit Services	27,457	32,458	27,500	27,500	30,250	2,750	10.0%
5213	Survey and Appraisal	6,163	5,100	6,000	6,000	10,500	4,500	75.0%
5214	Rents & Leases	4,544	6,532	6,000	6,000	6,000	0	0.0%
5215	Communications	7,683	7,610	7,000	7,000	7,000	0	0.0%
5216	Freight and Postage	3,937	5,055	4,500	4,500	5,500	1,000	22.2%
5217	Electricity	540,100	531,147	522,500	522,500	587,951	65,451	12.5%
5218	Water	103,281	72,434	73,800	73,800	101,078	27,278	37.0%
5219	Sewer	11,386	12,512	14,900	14,900	12,453	(2,447)	-16.4%
5220	Refuse and Disposal	57,693	55,935	63,300	63,300	63,300	0	0.0%
5221	Property Insurance	43,451	45,395	53,527	53,527	40,849	(12,678)	-23.7%
5222	Auto Insurance	9,155	9,048	10,573	10,573	9,128	(1,445)	-13.7%
5223	Liability Insurance	51,624	60,889	49,078	49,078	43,777	(5,301)	-10.8%
5227	Advertising	6,809	5,634	9,000	9,000	7,000	(2,000)	-22.2%
5231	Tools and Equipment	18,671	9,763	18,000	18,000	15,500	(2,500)	-13.9%
5235	Membership Dues	4,510	4,175	5,750	5,750	5,750	0	0.0%
5236	Transportation	8,784	9,257	9,500	9,500	9,500	0	0.0%
5237	Subsistence	5,695	11,750	6,500	6,500	6,500	0	0.0%
5238	Printing and Binding	6,715	1,327	5,500	5,500	6,500	1,000	18.2%
5248	Lobbying	20,403	-	-	-	-	0	0.0%
5249	Oil Spill Response	1,666	-	1,500	1,500	2,000	500	33.3%
5250	Camera Area Network	-	4,801	11,000	11,000	11,000	0	0.0%
5252	Credit Card Expenses	71,285	70,698	65,000	65,000	74,000	9,000	13.8%
5256	Waste Oil Disposal	34,357	28,072	32,000	32,000	35,000	3,000	9.4%
5258	Float and Ramp Repairs	8,965	(2,025)	20,000	20,000	15,000	(5,000)	-25.0%
5287	Electrical Supplies	192	1,382	5,000	5,000	4,000	(1,000)	-20.0%
5601	Uniform	6,542	7,251	7,500	7,500	7,500	0	0.0%
5602	Safety Equipment	10,844	11,919	15,000	15,000	15,000	0	0.0%
5603	Employee Training	5,691	6,041	9,000	9,000	8,000	(1,000)	-11.1%
5606	Bad Debt Expenses	24,787	139,898	30,000	30,000	30,000	0	0.0%
5627	Port Security	21,626	25,107	20,500	20,500	27,500	7,000	34.1%
5637	Diving Services	-	1,600	8,500	8,500	8,500	0	0.0%
5638	Signage Parking Delineation	17,902	8,567	10,000	10,000	15,500	5,500	55.0%
	Total Maint. and Operations	1,344,686	1,374,281	1,363,828	1,363,828	1,456,536	92,708	6.8%
<u>Others</u>								
5106	Leave Cash Out	29,971	68,519	57,636	57,636	29,241	(28,396)	-49.3%
5608	Debt Repayment - Interest	(0)	124,874	-	-	-	0	0.0%
5990	Transfers To	980,894	937,382	759,098	759,098	730,739	(28,360)	-3.7%
5241	GF Admin Fees	573,691	553,422	558,336	558,336	592,576	34,241	6.1%
	Total Others	1,584,555	1,684,197	1,375,070	1,375,070	1,352,556	(22,515)	-1.6%
Total		5,264,915	4,962,624	4,604,592	4,604,592	4,750,515	145,923	3.2%

5210 - 2017 Top 5: (1) ATS Alaska \$3,428, (2) C&C Diving and Salvage \$3,225, (3) eMaint Software Renewal \$3,060, (4) ALSCO \$1,507, (5) Nautical Software Solutions \$1,500

City of Homer
2019 Operating Budget

0600 PORT & HARBOR - ADMINISTRATION				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	203,187	177,978	212,394	212,394	214,086	1,692	0.8%
5102	Fringe Benefits	112,084	117,729	124,423	124,423	129,088	4,666	3.7%
5103	Part-time Wages	3,013	1,013	2,534	2,534	2,558	25	1.0%
5104	Part-time Benefits	3,849	218	322	322	320	(3)	-0.8%
5105	Overtime	5,179	2,978	4,647	4,647	4,647	0	0.0%
5107	Part-time Overtime	0	836	0	0	-	0	0.0%
5108	Unemployment Benefits	0	0	0	0	-	0	0.0%
5112	PERS Relief	461,066	32,793	0	0	-	0	0.0%
	Total Salaries and Benefits	788,377	333,545	344,320	344,320	350,700	6,380	1.9%
<u>Maintenance and Operations</u>								
5201	Office Supplies	1,447	1,751	2,500	2,500	2,500	0	0.0%
5202	Operating Supplies	1,842	1,964	2,500	2,500	2,500	0	0.0%
5207	Vehicle and Boat Maintenance	0	10	0	0	0	0	0.0%
5209	Building & Grounds Maintenance	6,019	4,933	5,000	5,000	5,000	0	0.0%
5210	Professional Services	1,540	1,895	3,000	3,000	3,000	0	0.0%
5211	Audit Services	27,457	32,458	27,500	27,500	30,250	2,750	10.0%
5213	Survey and Appraisal	6,163	3,900	6,000	6,000	10,500	4,500	75.0%
5214	Rents & Leases	4,544	6,532	6,000	6,000	6,000	0	0.0%
5215	Communications	7,683	7,610	7,000	7,000	7,000	0	0.0%
5216	Freight and Postage	3,937	5,055	4,500	4,500	5,500	1,000	22.2%
5221	Property Insurance	43,451	45,395	53,527	53,527	40,849	(12,678)	-23.7%
5222	Auto Insurance	9,155	9,048	10,573	10,573	9,128	(1,445)	-13.7%
5223	Liability Insurance	51,624	60,889	49,078	49,078	43,777	(5,301)	-10.8%
5227	Advertising	6,097	4,415	8,000	8,000	6,000	(2,000)	-25.0%
5231	Tools and Equipment	4,102	920	3,000	3,000	1,500	(1,500)	-50.0%
5235	Membership Dues	4,195	2,198	4,500	4,500	4,500	0	0.0%
5236	Transportation	4,179	4,774	4,500	4,500	4,500	0	0.0%
5237	Subsistence	3,532	8,958	3,500	3,500	3,500	0	0.0%
5238	Printing and Binding	5,679	1,294	4,500	4,500	4,500	0	0.0%
5252	Credit Card Expenses	71,285	69,285	60,000	60,000	70,000	10,000	16.7%
5603	Employee Training	50	1,901	1,000	1,000	1,000	0	0.0%
5606	Bad Debt Expenses	24,787	139,898	30,000	30,000	30,000	0	0.0%
5608	Debt Repayment - Interest	(0)	124,874	0	0	0	0	0.0%
	Total Maint. and Operations	309,170	539,956	296,178	296,178	291,504	(4,674)	-1.6%
<u>C/O and Transfers</u>								
	Transfer to Reserves	15,569	33,269	0	0	0		
	To Reserves for Energy Project Repayment	520	520	520	520	520		
	Transfer to Revolving Energy Fund		3,291	3,291	3,291	3,291		
	Transfer to Bond Fund	300,000	300,000	300,000	300,000	300,000		
	Transfers to Health Insurance Fund	17,058	0	0	0	17,826		
5990	Transfers To	333,147	337,080	303,811	303,811	321,637	17,826	5.9%
5106	Leave Cash Out	29,971	68,519	57,636	57,636	29,241	(28,396)	-49.3%
5241	GF Admin Fees	573,691	553,422	558,336	558,336	592,576	34,241	6.1%
	Total	2,034,356	1,832,523	1,560,281	1,560,281	1,585,658	25,377	1.6%

2019 Budget Notes:

5211 - Audit Fee will Increase due to the continued complexity of audit.

5209 - Over run for 2018 was due to purchase of acoustical tile for the harbor office

5213 - Increase for 2019 because we have 9 properties up for appraisal next year clumped price \$1,000 each.

City of Homer
2019 Operating Budget

0601 PORT & HARBOR - HARBOR				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	356,462	373,853	376,357	376,357	392,581	16,223	4.3%
5102	Fringe Benefits	224,630	226,927	227,560	227,560	238,837	11,278	5.0%
5103	Part-time Wages	65,640	69,983	78,444	78,444	79,260	816	1.0%
5104	Part-time Benefits	4,402	8,223	10,122	10,122	9,911	(212)	-2.1%
5105	Overtime	13,407	19,053	16,500	16,500	16,500	0	0.0%
5107	Part-time Overtime	143	62	1,700	1,700	1,700	0	0.0%
5108	Unemployment Benefits	190	2,861	0	0	0	0	0.0%
5112	PERS Relief	18,808	15,405	0	0	0	0	0.0%
	Total Salaries and Benefits	683,683	716,368	710,684	710,684	738,789	28,105	4.0%
<u>Maintenance and Operations</u>								
5201	Office Supplies	773	966	1,500	1,500	1,500	0	0.0%
5202	Operating Supplies	10,725	8,460	12,000	12,000	12,000	0	0.0%
5203	Fuel and Lube	13,033	16,511	12,000	12,000	16,000	4,000	33.3%
5204	Chemicals	241	0	3,000	3,000	3,000	0	0.0%
5207	Vehicle and Boat Maintenance	2,036	6,396	5,000	5,000	5,000	0	0.0%
5208	Equipment Maintenance	776	559	2,000	2,000	2,000	0	0.0%
5209	Building & Grounds Maintenance	4,079	6,320	5,000	5,000	5,000	0	0.0%
5210	Professional Services	11,446	1,097	5,000	5,000	5,000	0	0.0%
5213	Survey and Appraisal	0	1,200	0	0	0	0	0.0%
5217	Electricity	353,546	344,038	355,000	355,000	370,873	15,873	4.5%
5218	Water	59,122	43,292	35,000	35,000	57,027	22,027	62.9%
5219	Sewer	9,108	6,701	10,000	10,000	7,316	(2,684)	-26.8%
5220	Refuse and Disposal	54,872	52,441	60,000	60,000	60,000	0	0.0%
5227	Advertising	711	1,219	1,000	1,000	1,000	0	0.0%
5231	Tools and Equipment	3,605	1,029	3,000	3,000	3,000	0	0.0%
5235	Membership Dues	0	547	750	750	750	0	0.0%
5236	Transportation	3,737	3,705	3,000	3,000	3,000	0	0.0%
5237	Subsistence	1,743	1,851	2,000	2,000	2,000	0	0.0%
5238	Printing and Binding	1,037	33	1,000	1,000	2,000	1,000	100.0%
5249	Oil Spill Response	1,666	0	1,500	1,500	2,000	500	33.3%
5287	Electrical Supplies	192	1,382	5,000	5,000	4,000	(1,000)	-20.0%
5601	Uniform	3,738	4,339	4,000	4,000	4,000	0	0.0%
5602	Safety Equipment	5,889	5,050	5,000	5,000	5,000	0	0.0%
5603	Employee Training	2,365	2,100	3,000	3,000	3,000	0	0.0%
5638	Signage Parking Delineation	17,902	8,567	10,000	10,000	15,500	5,500	55.0%
	Total Maint. and Operations	562,341	517,805	544,750	544,750	589,965	45,215	8.3%
<u>C/O and Transfers</u>								
	Transfer to Reserves	0	0	0	0	0		
	Transfer to Loan Payment to GF - Prin.	58,800	61,128	87,345	87,345	85,755	(1,590)	-1.8%
	Transfer to Loan Payment to GF - Interest	4,847	2,520	11,472	11,472	13,062	1,590	13.9%
5990	Transfers To	63,648	63,648	98,817	98,817	98,817	0	0.0%
Total		1,309,672	1,297,821	1,354,250	1,354,250	1,427,571	73,321	5.4%

Explanation of Line Items:

5217 - electricity expense, this expense account covers the cost for electricity for the harbor floats, highmast lights and restrooms.

2019 Budget Notes:

5217 - Decreased by \$10,000 because we found that the Pioneer Dock high mast lights were being coded to Harbor instead of Pioneer Dock. Pioneer dock will be increased by \$10,000 to account for the change. Good news is that we are budgeted to change out those lamps to LED and will push to get that done before year end.

City of Homer
2019 Operating Budget

0602 PORT & HARBOR - PIONEER DOCK				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	24,548	25,695	25,853	25,853	26,871	1,018	3.9%
5102	Fringe Benefits	14,930	15,228	15,321	15,321	16,040	718	4.7%
5103	Part-time Wages	585	0	0	0	-	0	0.0%
5104	Part-time Benefits	0	0	0	0	-	0	0.0%
5105	Overtime	829	1,166	960	960	977	17	1.8%
5107	Part-time Overtime	9	0	0	0	-	0	0.0%
5108	Unemployment Benefits	0	0	0	0	-	0	0.0%
5112	PERS Relief	1,258	1,030	0	0	-	0	0.0%
	Total Salaries and Benefits	42,159	43,120	42,135	42,135	43,887	1,753	4.2%
<u>Maintenance and Operations</u>								
5202	Operating Supplies	0	0	1,500	1,500	1,500	0	0.0%
5208	Equipment Maintenance	0	0	1,000	1,000	1,000	0	0.0%
5209	Building & Grounds Maintenance	1,200	0	2,000	2,000	2,000	0	0.0%
5210	Professional Services	0	0	2,000	2,000	2,000	0	0.0%
5217	Electricity	8,569	6,133	9,000	9,000	16,847	7,847	87.2%
5218	Water	3,677	2,347	4,000	4,000	3,746	(254)	-6.3%
5231	Tools and Equipment	0	1,114	1,000	1,000	1,000	0	0.0%
5602	Safety Equipment	101	0	1,000	1,000	1,000	0	0.0%
	Total Maint. and Operations	13,547	9,594	21,500	21,500	29,093	7,593	35.3%
<u>C/O and Transfers</u>								
5990	Transfers To	117,339	100,000	300,692	300,692	271,983.85	(28,708)	-9.5%
	Total	173,045	152,714	364,326	364,326	344,964	(19,362)	-5.3%

2019 Budget Notes:

5217 - Increased by \$10,000 because we found that the Pioneer Dock high mast lights were being coded to Harbor instead of Pioneer Dock. Pioneer dock will be increased by \$10,000 to account for the change. Good news is that we are budgeted to change out those lamps to LED and will push to get that done before year end.

City of Homer
2019 Operating Budget

0603 PORT & HARBOR - FISH DOCK				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	212,971	204,306	185,361	185,361	194,929	9,568	5.2%
5102	Fringe Benefits	131,219	123,065	122,774	122,774	129,878	7,104	5.8%
5103	Part-time Wages	32,086	23,838	15,134	15,134	15,210	76	0.5%
5104	Part-time Benefits	5,367	9,412	1,953	1,953	1,902	(51)	-2.6%
5105	Overtime	4,188	3,910	7,701	7,701	7,701	0	0.0%
5107	Part-time Overtime	1,239	1,358	2,179	2,179	2,179	0	0.0%
5108	Unemployment Benefits	0	55	0	0	0	0	0.0%
5112	PERS Relief	11,427	9,360	0	0	0	0	0.0%
	<u>Total Salaries and Benefits</u>	<u>398,497</u>	<u>375,303</u>	<u>335,102</u>	<u>335,102</u>	<u>351,799</u>	<u>16,697</u>	<u>5.0%</u>
<u>Maintenance and Operations</u>								
5201	Office Supplies	162	487	500	500	500	0	0.0%
5202	Operating Supplies	2,317	2,924	3,000	3,000	3,000	0	0.0%
5203	Fuel and Lube	783	3,072	3,000	3,000	3,000	0	0.0%
5204	Chemicals	2,529	1,295	3,000	3,000	3,000	0	0.0%
5208	Equipment Maintenance	38,920	31,374	40,000	40,000	37,000	(3,000)	-7.5%
5209	Building & Grounds Maintenance	3,510	10,066	15,000	15,000	13,000	(2,000)	-13.3%
5210	Professional Services	4,226	5,242	5,000	5,000	5,000	0	0.0%
5217	Electricity	161,313	161,523	140,000	140,000	179,901	39,901	28.5%
5218	Water	22,353	15,319	18,000	18,000	21,062	3,062	17.0%
5219	Sewer	339	299	500	500	325	(175)	-35.1%
5231	Tools and Equipment	248	1,198	1,500	1,500	1,500	0	0.0%
5235	Membership Dues	0	360	0	0	0	0	0.0%
5250	Camera Area Network	0	3,148	1,000	1,000	1,000	0	0.0%
5601	Uniform	0	89	0	0	0	0	0.0%
5602	Safety Equipment	180	2,228	1,000	1,000	1,000	0	0.0%
5603	Employee Training	1,610	1,470	2,000	2,000	1,000	(1,000)	-50.0%
	<u>Total Maint. and Operations</u>	<u>238,488</u>	<u>240,093</u>	<u>233,500</u>	<u>233,500</u>	<u>270,289</u>	<u>36,789</u>	<u>15.8%</u>
<u>C/O and Transfers</u>								
<u>5990</u>	<u>Transfers To</u>	<u>80,000</u>	<u>80,000</u>	<u>6,261</u>	<u>6,261</u>	<u>0</u>	<u>(6,261)</u>	<u>-100.0%</u>
	<u>Total</u>	<u>716,985</u>	<u>695,396</u>	<u>574,864</u>	<u>574,864</u>	<u>622,087</u>	<u>47,224</u>	<u>8.2%</u>

Budget Notes:

City of Homer
2019 Operating Budget

0604 PORT & HARBOR - DEEP WATER DOCK				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	28,571	29,926	30,041	30,041	31,336	1,295	4.3%
5102	Fringe Benefits	17,172	17,504	17,570	17,570	18,426	856	4.9%
5103	Part-time Wages	585	0	0	0	-	0	0.0%
5104	Part-time Benefits	0	0	0	0	-	0	0.0%
5105	Overtime	1,052	1,356	1,130	1,130	1,165	35	3.1%
5107	Part-time Overtime	9	0	0	0	-	0	0.0%
5108	Unemployment Benefits	0	0	0	0	-	0	0.0%
5112	PERS Relief	1,474	1,207	0	0	-	0	0.0%
	Total Salaries and Benefits	48,862	49,994	48,741	48,741	50,927	2,186	4.5%
<u>Maintenance and Operations</u>								
5203	Fuel and Lube	678	669	600	600	600	0	0.0%
5209	Building & Grounds Maintenance	1,269	0	1,000	1,000	1,000	0	0.0%
5210	Professional Services	0	300	2,000	2,000	2,000	0	0.0%
5217	Electricity	6,448	9,118	8,000	8,000	8,293	293	3.7%
5218	Water	7,531	6,613	12,000	12,000	11,460	(540)	-4.5%
5219	Sewer	561	837	1,000	1,000	820	(180)	-18.0%
5231	Tools and Equipment	205	1,076	1,000	1,000	1,000	0	0.0%
5602	Safety Equipment	0	0	1,000	1,000	1,000	0	0.0%
5627	Port Security	21,626	25,107	20,500	20,500	27,500	7,000	34.1%
	Total Maint. and Operations	38,319	43,721	47,100	47,100	53,673	6,573	14.0%
<u>C/O and Transfers</u>								
5990	Transfers To	324,724	300,000	0	0	0	0	0.0%
	Total	411,905	393,715	95,841	95,841	104,600	8,759	9.1%

Budget Notes:

City of Homer
2019 Operating Budget

0605 PORT & HARBOR - OUTFALL LINE				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	0	0	0	0	-	0	0.0%
5102	Fringe Benefits	0	0	0	0	-	0	0.0%
5103	Part-time Wages	0	0	0	0	-	0	0.0%
5104	Part-time Benefits	0	0	0	0	-	0	0.0%
5105	Overtime	0	0	0	0	-	0	0.0%
5107	Part-time Overtime	0	0	0	0	-	0	0.0%
5108	Unemployment Benefits	0	0	0	0	-	0	0.0%
5112	PERS Relief	0	0	0	0	-	0	0.0%
	<u>Total Salaries and Benefits</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.0%</u>
<u>Maintenance and Operations</u>								
5209	Building & Grounds Maintenance	0	0	3,000	3,000	3,000	0	0.0%
5210	Professional Services	3,225	3,225	0	0	0	0	0.0%
5637	Diving Services	0	0	3,500	3,500	3,500	0	0.0%
	<u>Total Maint. and Operations</u>	<u>3,225</u>	<u>3,225</u>	<u>6,500</u>	<u>6,500</u>	<u>6,500</u>	<u>0</u>	<u>0.0%</u>
<u>C/O and Transfers</u>								
5990	Transfers To	2,917	3,000	0	0	0	0	0.0%
	<u>Total</u>	<u>6,142</u>	<u>6,225</u>	<u>6,500</u>	<u>6,500</u>	<u>6,500</u>	<u>0</u>	<u>0.0%</u>

2018 Budget Notes:

5210 - Moved the monies from this expense account into Diving services as it better fits the actual use.

5637 - ADEC requires an annual dive inspection for the outfall line discharge.

City of Homer
2019 Operating Budget

0606 PORT & HARBOR - FISH GRINDER				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	0	0	0	0	-	0	0.0%
5102	Fringe Benefits	0	0	0	0	-	0	0.0%
5103	Part-time Wages	0	0	0	0	-	0	0.0%
5104	Part-time Benefits	0	0	0	0	-	0	0.0%
5105	Overtime	0	0	0	0	-	0	0.0%
5107	Part-time Overtime	0	0	0	0	-	0	0.0%
5108	Unemployment Benefits	0	0	0	0	-	0	0.0%
5112	PERS Relief	0	0	0	0	-	0	0.0%
	Total Salaries and Benefits	0	0	0	0	0	0	0.0%
<u>Maintenance and Operations</u>								
5202	Operating Supplies	0	0	4,000	4,000	4,000	0	0.0%
5208	Equipment Maintenance	10,868	9,094	14,000	14,000	14,000	0	0.0%
5209	Building & Grounds Maintenance	2,057	2,190	2,500	2,500	2,500	0	0.0%
5218	Water	9,391	2,314	1,500	1,500	4,975	3,475	231.7%
5235	Membership Dues	0	615	0	0	0	0	0.0%
	Total Maint. and Operations	22,316	14,213	22,000	22,000	25,475	3,475	15.8%
<u>C/O and Transfers</u>								
5990	Transfers To	7,300	7,300	0	0	0	0	0.0%
	Total	29,616	21,513	22,000	22,000	25,475	3,475	15.8%

2018 Budget Notes:
5990 - No need to transfer to reserves if subsidized already.

City of Homer
2019 Operating Budget

0611 PORT & HARBOR - HARBOR MAINTENANCE				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	147,712	156,639	154,836	154,836	161,337	6,501	4.2%
5102	Fringe Benefits	87,784	87,612	91,848	91,848	96,279	4,431	4.8%
5103	Part-time Wages	15,331	14,401	15,762	15,762	16,277	516	3.3%
5104	Part-time Benefits	2,416	2,061	2,034	2,034	2,035	1	0.1%
5105	Overtime	1,595	1,593	1,923	1,923	1,923	0	0.0%
5107	Part-time Overtime	0	0	0	0	-	0	0.0%
5108	Unemployment Benefits	0	432	0	0	-	0	0.0%
5112	PERS Relief	8,120	6,651	0	0	-	0	0.0%
<u>Total Salaries and Benefits</u>		<u>262,957</u>	<u>269,389</u>	<u>266,402</u>	<u>266,402</u>	<u>277,852</u>	<u>11,450</u>	<u>4.3%</u>
<u>Maintenance and Operations</u>								
5201	Office Supplies	174	57	500	500	600	100	20.0%
5202	Operating Supplies	5,932	6,370	6,000	6,000	6,000	0	0.0%
5203	Fuel and Lube	9,723	12,551	12,000	12,000	12,000	0	0.0%
5207	Vehicle and Boat Maintenance	8,815	11,907	12,000	12,000	12,000	0	0.0%
5208	Equipment Maintenance	9,434	5,854	8,000	8,000	8,000	0	0.0%
5209	Building & Grounds Maintenance	11,471	9,767	12,000	12,000	12,000	0	0.0%
5210	Professional Services	3,227	4,643	4,500	4,500	4,500	0	0.0%
5217	Electricity	8,600	7,478	8,000	8,000	8,601	601	7.5%
5218	Water	1,208	1,005	1,300	1,300	1,228	(72)	-5.5%
5219	Sewer	1,378	1,411	1,400	1,400	1,380	(20)	-1.4%
5231	Tools and Equipment	2,202	3,451	4,000	4,000	4,000	0	0.0%
5235	Membership Dues	315	455	500	500	500	0	0.0%
5236	Transportation	868	778	2,000	2,000	2,000	0	0.0%
5237	Subsistence	421	941	1,000	1,000	1,000	0	0.0%
5256	Waste Oil Disposal	34,357	28,072	32,000	32,000	35,000	3,000	9.4%
5258	Float and Ramp Repairs	8,965	(2,025)	20,000	20,000	15,000	(5,000)	-25.0%
5601	Uniform	2,805	2,824	3,500	3,500	3,500	0	0.0%
5602	Safety Equipment	2,077	3,158	3,000	3,000	3,000	0	0.0%
5603	Employee Training	1,666	570	3,000	3,000	3,000	0	0.0%
5637	Diving Services	0	1,600	5,000	5,000	5,000	0	0.0%
<u>Total Maint. and Operations</u>		<u>113,637</u>	<u>100,867</u>	<u>139,700</u>	<u>139,700</u>	<u>138,309</u>	<u>(1,391)</u>	<u>-1.0%</u>
<u>Total</u>		<u>376,594</u>	<u>370,256</u>	<u>406,102</u>	<u>406,102</u>	<u>416,161</u>	<u>10,058</u>	<u>2.5%</u>

2018 Budget Notes:

5258 - This line was increased last year for float and dock repair materials purchases, we are restocked and can now reduce the line for 2018.

City of Homer
2019 Operating Budget

0612 PORT & HARBOR - PIONEER DOCK MAINTENANCE				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	18,706	19,805	19,575	19,575	20,368	793	4.1%
5102	Fringe Benefits	11,097	11,338	11,555	11,555	12,104	548	4.7%
5103	Part-time Wages	1,916	1,800	1,970	1,970	2,035	64	3.3%
5104	Part-time Benefits	261	228	249	249	254	5	2.0%
5105	Overtime	194	204	239	239	239	0	0.0%
5107	Part-time Overtime	0	0	0	0	-	0	0.0%
5108	Unemployment Benefits	0	0	0	0	-	0	0.0%
5112	PERS Relief	962	788	0	0	-	0	0.0%
	<u>Total Salaries and Benefits</u>	<u>33,137</u>	<u>34,163</u>	<u>33,589</u>	<u>33,589</u>	<u>35,000</u>	<u>1,411</u>	<u>4.2%</u>
<u>Maintenance and Operations</u>								
5202	Operating Supplies	661	492	500	500	500	0	0.0%
5209	Building & Grounds Maintenance	961	2,425	3,000	3,000	3,000	0	0.0%
5231	Tools and Equipment	518	656	1,500	1,500	1,500	0	0.0%
5602	Safety Equipment	233	314	1,000	1,000	1,000	0	0.0%
	<u>Total Maint. and Operations</u>	<u>2,373</u>	<u>3,887</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>0</u>	<u>0.0%</u>
<u>Total</u>		<u>35,510</u>	<u>38,050</u>	<u>39,589</u>	<u>39,589</u>	<u>41,000</u>	<u>1,411</u>	<u>3.6%</u>

Budget Notes:

City of Homer
2019 Operating Budget

0614 PORT & HARBOR - DEEP WATER DOCK MAINTENANCE				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	18,706	19,805	19,575	19,575	20,368	793	4.1%
5102	Fringe Benefits	11,097	11,338	11,555	11,555	12,104	548	4.7%
5103	Part-time Wages	1,916	1,800	1,970	1,970	2,035	64	3.3%
5104	Part-time Benefits	261	227	249	249	254	5	2.0%
5105	Overtime	194	204	239	239	239	0	0.0%
5107	Part-time Overtime	0	0	0	0	-	0	0.0%
5108	Unemployment Benefits	0	0	0	0	-	0	0.0%
5112	PERS Relief	965	788	0	0	-	0	0.0%
	Total Salaries and Benefits	33,140	34,163	33,589	33,589	35,000	1,411	4.2%
<u>Maintenance and Operations</u>								
5202	Operating Supplies	520	921	500	500	500	0	0.0%
5203	Fuel and Lube	0	150	0	0	0	0	0.0%
5209	Building & Grounds Maintenance	25,232	6,954	8,000	8,000	8,000	0	0.0%
5231	Tools and Equipment	5,140	303	1,000	1,000	1,000	0	0.0%
5250	Camera Area Network	0	1,263	5,000	5,000	5,000	0	0.0%
5602	Safety Equipment	30	1,169	2,000	2,000	2,000	0	0.0%
	Total Maint. and Operations	30,923	10,762	16,500	16,500	16,500	0	0.0%
Total		64,063	44,925	50,089	50,089	51,500	1,411	2.8%

Budget Notes:

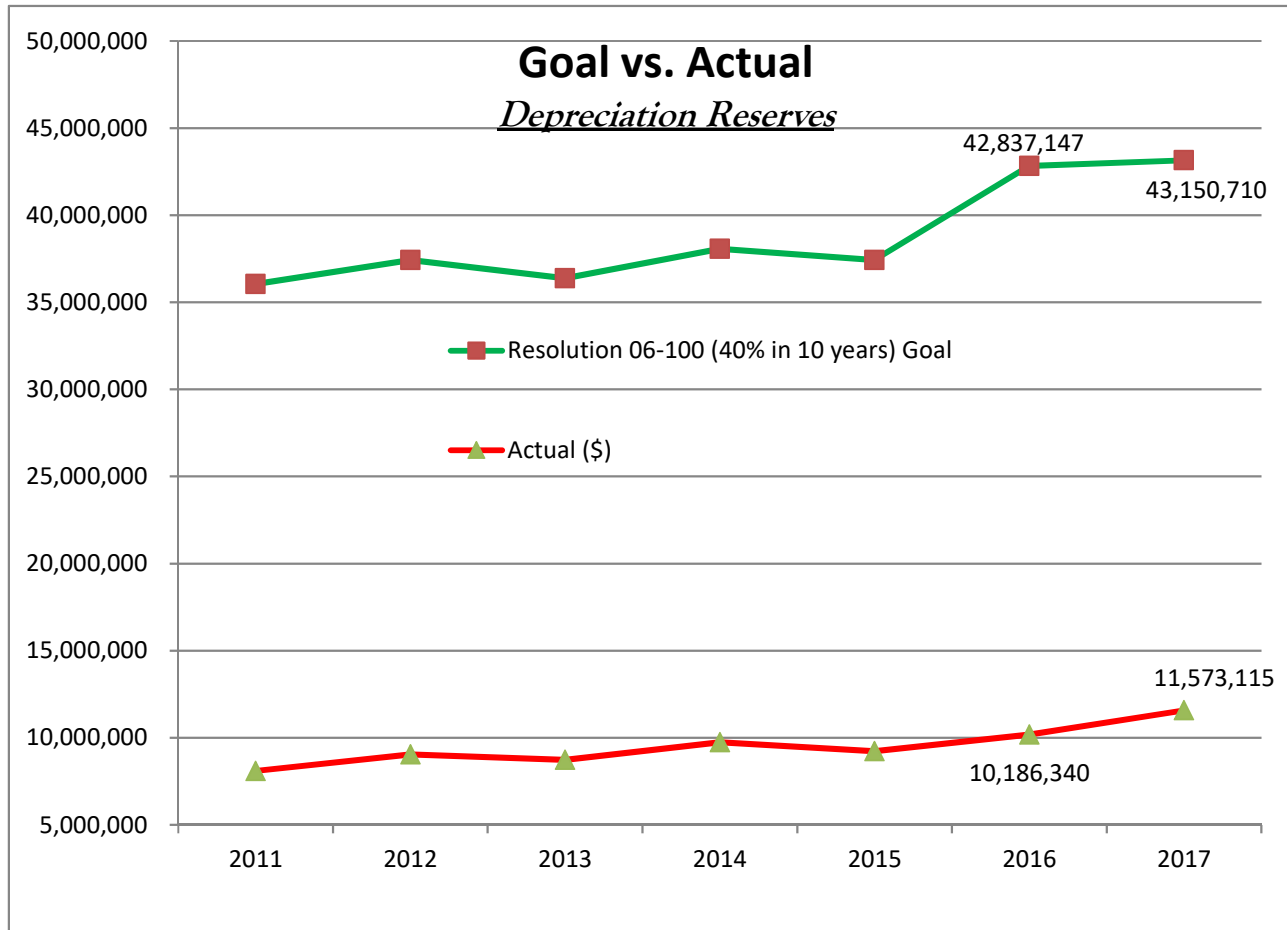
City of Homer
2019 Operating Budget

0615 LOAD & LAUNCH RAMP				Adopted	Amended	Adopted	Δ %	
A/C Num.	Expenditure Categories & Descriptions	12/31/16 Actual	12/31/17 Actual	12/31/18 Budget	12/31/18 Budget	12/31/19 Budget	vs. Prior Yr Amended	
							\$	%
<u>Salaries and Benefits</u>								
5101	Salary and Wages	22,273	23,773	23,477	23,477	24,475	998	4.3%
5102	Fringe Benefits	14,013	13,786	13,824	13,824	14,500	676	4.9%
5103	Part-time Wages	7,234	8,837	15,849	15,849	16,070	221	1.4%
5104	Part-time Benefits	777	1,007	2,045	2,045	2,009	(36)	-1.8%
5105	Overtime	562	686	187	187	416	229	122.0%
5107	Part-time Overtime	3	11	0	0	-	0	0.0%
5108	Unemployment Benefits	0	0	0	0	-	0	0.0%
5112	PERS Relief	0	0	0	0	-	0	0.0%
<u>Total Salaries and Benefits</u>		<u>44,863</u>	<u>48,101</u>	<u>55,383</u>	<u>55,383</u>	<u>57,470</u>	<u>2,088</u>	<u>3.8%</u>
<u>Maintenance and Operations</u>								
5202	Operating Supplies	13	150	500	500	500	0	0.0%
5203	Fuel and Lube	437	1,058	1,300	1,300	1,300	0	0.0%
5209	Building & Grounds Maintenance	266	309	5,000	5,000	5,000	0	0.0%
5210	Professional Services	200	540	500	500	500	0	0.0%
5217	Electricity	1,624	2,855	2,500	2,500	3,436	936	37.4%
5218	Water	0	1,544	2,000	2,000	1,579	(421)	-21.0%
5219	Sewer	0	3,264	2,000	2,000	2,613	613	30.7%
5220	Refuse and Disposal	2,821	3,494	3,300	3,300	3,300	0	0.0%
5231	Tools and Equipment	2,652	15	2,000	2,000	1,000	(1,000)	-50.0%
5250	Camera Area Network	0	390	5,000	5,000	5,000	0	0.0%
5252	Credit Card Expenses	0	1,413	5,000	5,000	4,000	(1,000)	-20.0%
5602	Safety Equipment	2,334	0	1,000	1,000	1,000	0	0.0%
<u>Total Maint. and Operations</u>		<u>10,347</u>	<u>15,032</u>	<u>30,100</u>	<u>30,100</u>	<u>29,229</u>	<u>(871)</u>	<u>-2.9%</u>
<u>C/O and Transfers</u>								
5990	TRANSFERS TO L/L RESERVE	51,819	46,354	49,517	49,517	38,301	(11,216)	-22.7%
<u>Total</u>		<u>107,028</u>	<u>109,487</u>	<u>135,000</u>	<u>135,000</u>	<u>125,000</u>	<u>(10,000)</u>	<u>-7.4%</u>

Budget Notes:

**City of Homer
2019 Operating Budget**

FY	<u>Net Capital Assets (Net of Accum. Depreciations)</u> <i>*(Excluding WIP)</i>	<u>Resolution 06-100 (40% in 10 years) Goal</u>	<u>Actual (\$)</u>	<u>Actual (%)</u>
2008	88,665,508	35,466,203	8,036,583	9%
2009	96,986,478	38,794,591	7,963,955	8%
2010	91,895,019	36,758,008	8,046,052	9%
2011	90,111,170	36,044,468	8,097,563	9%
2012	93,547,357	37,418,943	9,039,117	10%
2013	90,971,536	36,388,614	8,723,168	10%
2014	95,160,264	38,064,106	9,736,004	10%
2015	93,586,731	37,434,692	9,227,745	10%
2016	107,092,868	42,837,147	10,186,340	10%
2017	107,876,776	43,150,710	11,573,115	11%



City of Homer
2019 Operating Budget

Depreciation Reserve

General Fund

Fund & Account #	A/C Name	Actual 12/31/2014	Actual 12/31/2015	Actual 12/31/2016	Actual 12/31/2017	Est. 8/31/2018
156-0367	PUBLIC ART RESERVES	171	171	171	171	171
156-0369	SEAWALL RESERVES	50,640	57,513	37,185	45,396	53,354
156-0370	Animal Shelter	(25,895)	(29,158)	0	20,000	20,000
156-0372	Parks Needs Assessments	15,208	680	680	680	680
156-0375	General Fund Reserves	232,397	91,470	117,114	131,632	119,011
156-0384	CITY HALL DEPRECIATION	(88,533)	(91,796)	78,204	174,542	307,150
156-0385	PARKS & REC DEPRECIATION	88,707	79,381	74,381	47,702	31,602
156-0387	PLANNING DEPRECIATION	36,075	36,076	46,076	38,166	38,166
156-0388	Airport Reserve	27,607	27,608	27,608	27,608	27,608
156-0390	LIBRARY DEPRECIATION	32,589	14,703	14,703	67,323	157,323
156-0393	FIRE DEPRECIATION	76,583	45,302	44,175	94,961	94,961
156-0394	POLICE DEPRECIATION	144,806	101,078	84,296	269,103	269,103
156-0395	PUBLIC WORKS DEPR.	364,464	235,013	299,815	299,815	299,815
156-0396	OLD MIDDLE SCHOOL DEPR.	188,281	188,131	188,131	188,131	188,131
156-0397	Fishing Hole Depr Res	110,316	113,546	113,546	113,546	113,546
156-0398	Information Systems Res.	6,264	(24,658)	7,746	67,746	267,746
156-0399	SISTER CITIES	18,196	18,197	18,197	18,197	18,197
156-0400	ADA Reserve	0	0	0	0	100,000
Fund Balance		1,277,875	863,257	1,152,028	1,604,719	2,106,564

General Fund - Fleet

Fund & Account #	A/C Name	Actual End of 2014	Actual 12/31/2015	Actual 12/31/2016	Actual 12/31/2017	Est. 8/31/2018
152-0375	ADMIN FLEET RESERVES	63,391	66,383	68,918	71,419	68,973
152-0380	Administrative	41,929	41,929	41,929	41,929	41,929
152-0381	FIRE FLEET RESERVES	124,417	116,998	(7,187)	88,313	284,211
152-0382	POLICE FLEET	9,612	17,032	33,822	35,007	196,853
152-0383	PUBLIC WORKS FLEET	169,996	116,112	128,708	63,414	41,959
152-0391	FLEET INSURANCE RESERVES	139,819	139,819	139,818	139,818	139,818
Fund Balance		549,163	498,272	406,008	439,900	773,743

Water & Sewer Depreciation Res.

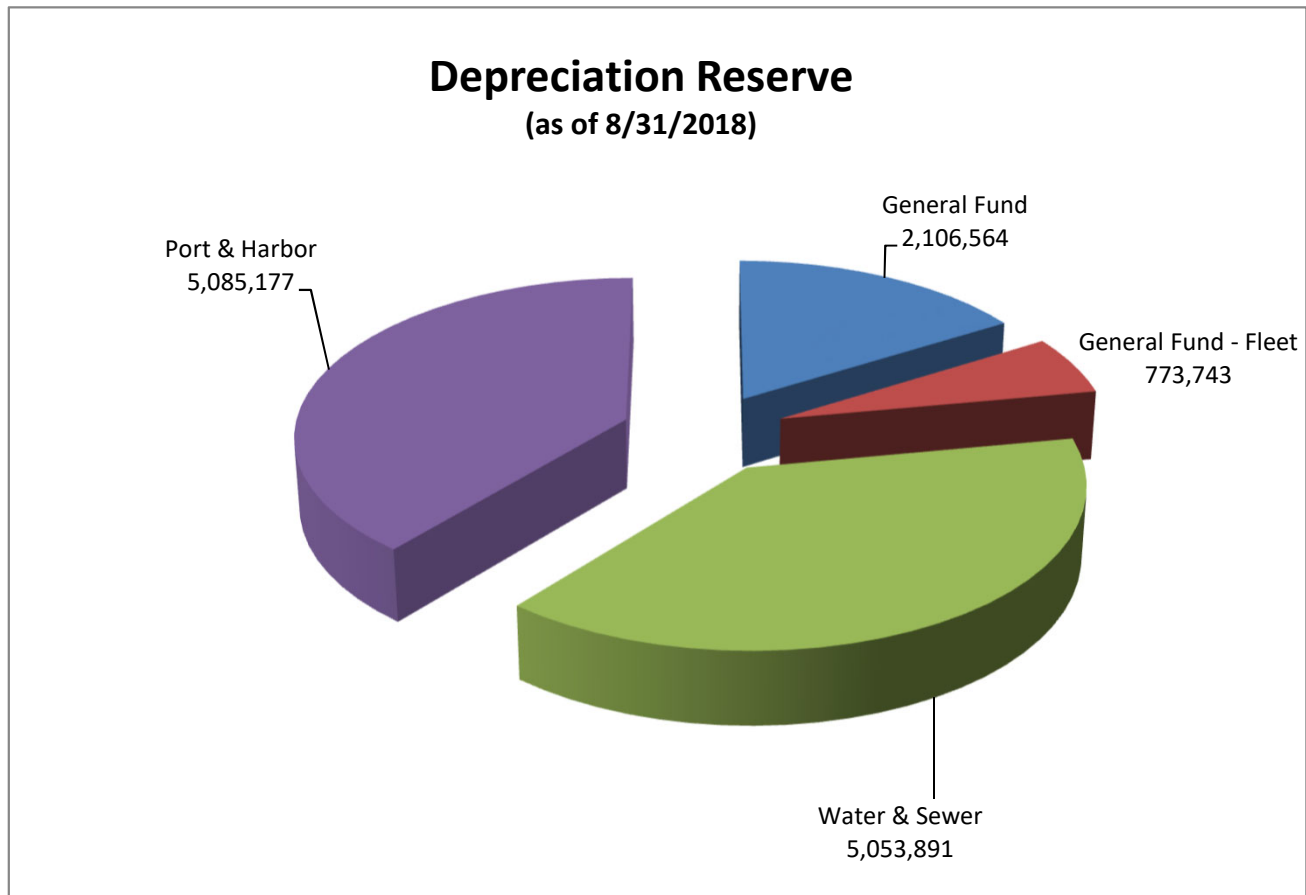
Fund & Account #	A/C Name	Actual End of 2014	Actual 12/31/2015	Actual 12/31/2016	Actual 12/31/2017	Est. 8/31/2018
256-0378	Water	2,217,062	2,224,878	2,490,079	2,593,246	2,662,537
256-0379	Sewer	1,837,713	1,861,716	1,930,940	2,153,985	2,261,353
256-0932	Ocean Dr Sewer - Ord 08-38	90,000	90,000	90,000	90,000	90,000
256-0934	Hillside, Ocean Dr Lp Ord 08-38	40,000	40,000	40,000	40,000	40,000
Fund Balance		4,184,775	4,216,594	4,551,019	4,877,231	5,053,891

Port & Harbor Depreciation Res.

Fund & Account #	A/C Name	Actual** End of 2014	Actual 12/31/2015	Actual 12/31/2016	Actual 12/31/2017	Est. 8/31/2018
456-0380	P & H Reserve	3,354,254	3,237,893	3,663,476	4,197,406	4,605,569
456-0382	P & H Bond Reserve	267,045	280,995	292,595	302,645	316,895
452-0374	P & H Fleet Reserve	102,892	130,735	121,214	151,214	162,713
Fund Balance		3,724,191	3,649,623	4,077,285	4,651,265	5,085,177

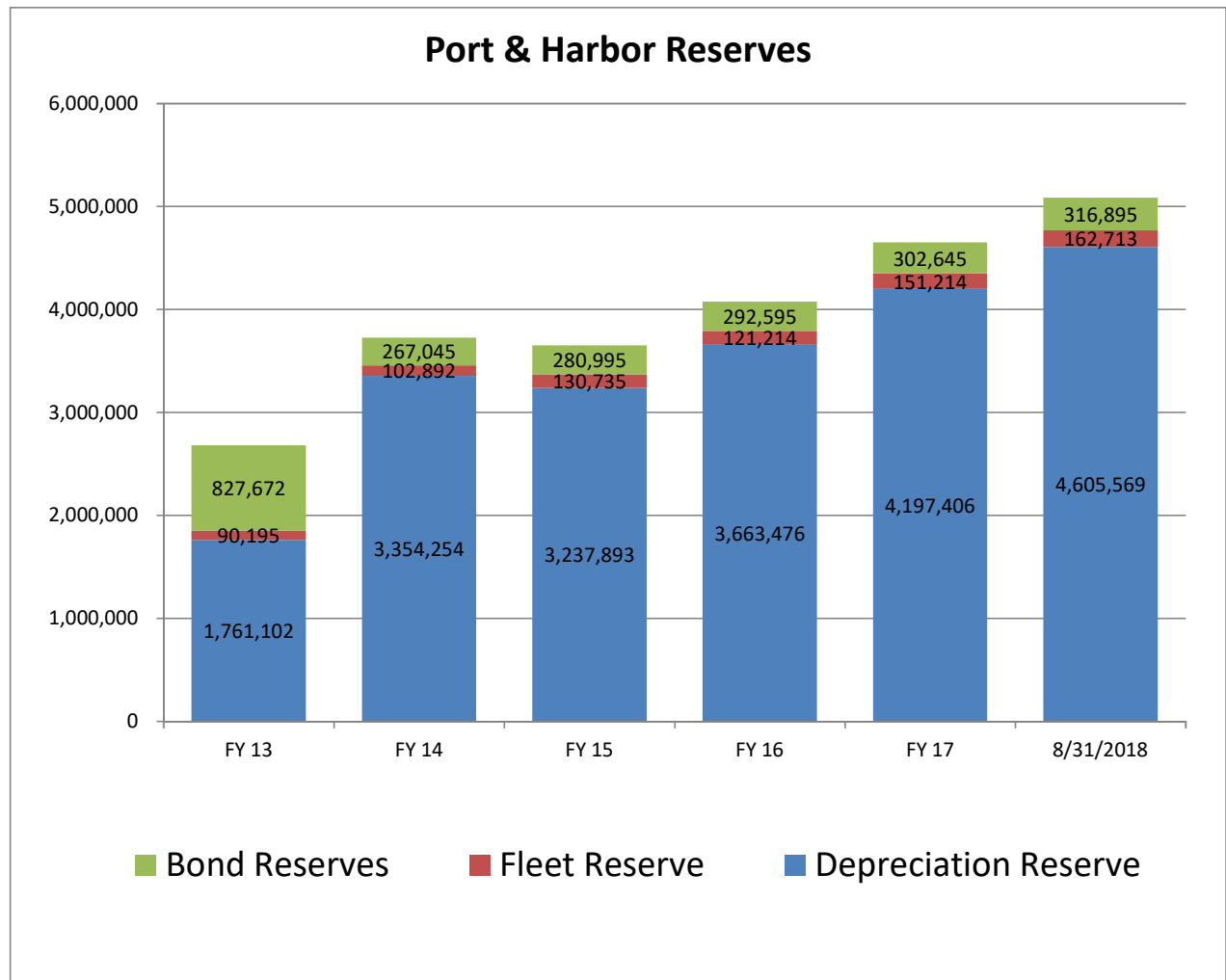
City of Homer
2019 Operating Budget

Depreciation Reserve	<u>12/31/2014</u>	<u>12/31/2015</u>	<u>12/31/2016</u>	<u>12/31/2017</u>	<u>8/31/2018</u>
General Fund	1,277,875	863,257	1,152,028	1,604,719	2,106,564
General Fund - Fleet	549,163	498,272	406,008	439,900	773,743
Water & Sewer	4,184,775	4,216,594	4,551,019	4,877,231	5,053,891
Port & Harbor	3,724,191	3,649,623	4,077,285	4,651,265	5,085,177
<u>Total</u>	<u>9,736,004</u>	<u>9,227,745</u>	<u>10,186,340</u>	<u>11,573,115</u>	<u>13,019,375</u>



**City of Homer
2019 Operating Budget**

<u>Fiscal Year</u>	<u>Depreciation Reserve</u>	<u>Fleet Reserve</u>	<u>Bond Reserves</u>	<u>Total</u>
FY 11	1,792,059	68,634	0	1,860,693
FY 12	1,583,525	87,194	500,000	2,170,718
FY 13	1,761,102	90,195	827,672	2,678,969
FY 14	3,354,254	102,892	267,045	3,724,191
FY 15	3,237,893	130,735	280,995	3,649,623
FY 16	3,663,476	121,214	292,595	4,077,285
FY 17	4,197,406	151,214	302,645	4,651,265
8/31/2018	4,605,569	162,713	316,895	5,085,177



**CITY OF HOMER
2019 OPERATING BUDGET**

<u>Page #</u>	<u>Fund Dept A/C</u>	<u>Requests (>=\$5000) Description</u>	<u>BY</u>	<u>Amount</u>	<u>City Manager Approval</u>	<u>Council Approved</u>
		General Fund				
159	152-0382	Patrol Officer Vehicles x2	Police	88,000	88,000	88,000
160	156-0385	Lawn Maintenance Equipment	PW	20,000	20,000	20,000
161	156-0388	Airport Security Cameras	PW	20,000	20,000	20,000
162		Airport Backup Generator	PW	75,000	-	-
163	156-0390	Library Security Cameras	Library	20,000	20,000	20,000
164	156-0394	Officer Laptop Replacement	Police	32,428	32,428	32,428
165	156-0398	Licensed Microwave WAN	IT	130,000	130,000	130,000
191	100	2017 General Fund Surplus to Police Station	Council	250,000	-	250,000
		Total General Fund Requests		635,428	310,428	560,428
		Water/Sewer				
166	256-0379	Replace PLC at Sewer Treatment Plant	Sewer	46,450	46,450	46,450
167	256-0378	1/2 of 1 Ton Crew Cab Pickup w/Flat Bed	Water	24,750	24,750	24,750
167	256-0379	1/2 of 1 Ton Crew Cab Pickup w/Flat Bed	Sewer	24,750	24,750	24,750
168	256-0378	1/2 of 1 Ton Pickup w/Flat Bed	Water	24,750	24,750	24,750
168	256-0379	1/2 of 1 Ton Pickup w/Flat Bed	Sewer	24,750	24,750	24,750
169		1/2 Ton Pickup w/Flat Bed	W & S	29,500	-	-
170	256-0379	Lift Station Safety Hatches	Sewer	9,600	9,600	9,600
171	256-0378	Dewatering Geo Tubes	Water	10,761	10,761	10,761
172	256-0379	Muffin Monster Rebuild	Sewer	10,485	10,485	10,485
173	256-0378	Flat bed w/Tool Box & Headache Rack	Water	6,800	6,800	6,800
174		SCADA Upgrade - Kachemak Dr. PR Station	Water	36,030	-	-
192	256-0378	RV Dump Station - Pay Station	Council	7,500	-	7,500
192	256-0379	RV Dump Station - Pay Station	Council	7,500	-	7,500
		Total Water and Sewer Reserves		263,626	183,096	198,096
		Port and Harbor				
175	456-0380	Escape Ladders	Port	40,000	40,000	40,000
176	456-0380	Fire Cart Re-Build	Port	25,000	25,000	25,000
177	452-0374	Truck mounted sanding unit	Port	10,000	10,000	10,000
178	456-0380	Ramp 3 Parking Lot Drainage Improvement	Port	24,500	24,500	24,500
179		Fish Dock Crane Re-Build	Port	85,000	-	-
180		Harbor Cathodic Protection 2019	Port	200,000	-	-
		Total Port Reserves		384,500	99,500	99,500
		HART-Homer Area Roads & Trails				
		Total HART		-	-	-
		Total Capital Requests Only		1,283,554	593,024	858,024

**CITY OF HOMER
2019 OPERATING BUDGET**

<u>Page #</u>	<u>Fund Dept A/C</u>	<u>Requests Description</u>	<u>BY</u>	<u>Amount</u>	<u>City Manager Approval</u>	<u>Council Approved</u>
		Personnel/Operating Budget Requests				
181		Full-time Recreational Assistant	Com. Rec.	60,150	-	-
182/190	100-0145	Books	Library	10,000	-	10,000
183		Depreciation - Technology Equipment	Library	61,835	-	-
185		Full-time Police Officer I	Police	83,665	-	-
186	100-0149	Full-time Building Maintenance Tech I	City Manager	12,591	-	12,591
186	100-0171	Full-time Building Maintenance Tech I	City Manager	67,153	-	67,153
186	100-0175	Full-time Building Maintenance Tech I	City Manager	4,197	-	4,197
187	100-0175	Porta Potties on Homer Spit Trail	Council	7,500	-	7,500
188	100	0.5% COLA - General Fund Share	Council	30,857	-	30,857
188	200	0.5% COLA - Water Fund Share	Council	4,077	-	4,077
188	200	0.5% COLA - Sewer Fund Share	Council	3,271	-	3,271
188	400	0.5% - Port and Harbor Fund Share	Council	7,905	-	7,905
189	100-0100	Scoping Studies	Council	18,000	-	18,000
		Total Personnel/Operating Budget Requests		371,201	-	165,551

**CITY OF HOMER
DEPARTMENT BUDGET REQUEST
Budget 2019**

Requesting Department Port and Harbor

Date 8/27/2018

☐ Request for Additional Personnel:
Position Title _____

Salary Range & Step _____

Full-time ☐

Part-time ☐ Hours Per Year _____

(FINANCE DEPT WILL COMPLETE)

5101 Permanent Employees _____

5102 Fringe Benefits _____

5103 P/T Employees _____

5104 Fringe Benefits P/T _____

5105 Overtime _____

Total Personnel Cost _____

☒ Capital Request (for acquiring/constructing
a major, long-term asset valued at \$5,000 or more)

☐ Operating Line Item
Increase

Request Title Escape Ladders

Fund Name: Port and Harbor

Account Name: Port and Harbor Depreciation

Account # 456-0380

Estimated Cost: \$40,000

Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.

We began installing Up and Out safety ladders in all the new annual moorage stalls during our 2015 float project. We choose this particular product after an extensive product search and actual field trial, and found it to be the best all-around ladder for our use. It has been a goal to have escape ladders in every stall in the harbor and with this funding we will be able to accomplish that goal.

At this time we have not found a ladder that will work for us in the transit areas of the harbor but we are actively searching for solutions.

How is this request necessary for the Department to carry out its mission, or to meet Department goals?

This is a relatively inexpensive safety feature that helps to make the floats safer for everyone.

Earlier this year I heard from one of our lessees that they had the occasion to use the escape ladder in their stall because of an accidental overboard situation. They reported that the ladder worked quite well and that because the person was able to "self rescue" they were not injured or bruised like what could have happened if others were trying to help them out of the water back onto the float.

Priority of Need: This budget request item ranks # 1 of the department's 6 budget requests.

Requestor's Name: Bryan Hawkins

Dept Head Approval Bryan Hawkins

Date 8/27/2018

City Manager

Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments:

CITY OF HOMER
DEPARTMENT BUDGET REQUEST
Budget 2019

Requesting Department Port and Harbor

Date 8/27/2018

☐ Request for Additional Personnel:
Position Title _____

Salary Range & Step _____

Full-time ☐

Part-time ☐ Hours Per Year _____

(FINANCE DEPT WILL COMPLETE)

5101 Permanent Employees _____

5102 Fringe Benefits _____

5103 P/T Employees _____

5104 Fringe Benefits P/T _____

5105 Overtime _____

Total Personnel Cost _____

☒ Capital Request (for acquiring/constructing
a major, long-term asset valued at \$5,000 or more)

☐ Operating Line Item
Increase

Request Title Fire Cart rebuild

Fund Name: Port and Harbor

Account Name: Port and Harbor Depreciation

Account # 456-0380

Estimated Cost: \$25,000

Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.

This project will fund rebuilding the fourth of seven float system fire response carts. This upgrade project consists of replacing the 30 year old engine and pump assemblies, upgrading the cooling pumps with self-priming pumps, installing new lighting and hose storage, and replacing the self-propelled cart with a new track driving model.

How is this request necessary for the Department to carry out its mission, or to meet Department goals?

Upgrading our fire response equipment is essential part of our safety infrastructure.

The older fire carts have become finicky to operate over the years and as a result are less reliable. Therefor Firefighters are not as confident of the fire carts. Our upgrade prgram returns these valuable response tools to service in better than new condition.

Priority of Need: This budget request item ranks # 2 of the department's 6 budget requests.

Requestor's Name: Bryan Hawkins

Dept Head Approval Bryan Hawkins

Date 8/27/2018

City Manager

Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments:

**CITY OF HOMER
DEPARTMENT BUDGET REQUEST
Budget 2019**

Requesting Department Port and Harbor Date 9/21/2018

☐ Request for Additional Personnel: Position Title _____ Salary Range & Step _____ Full-time ☐ Part-time ☐ Hours Per Year _____ (FINANCE DEPT WILL COMPLETE) 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ Total Personnel Cost _____	☒ Capital Request (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) ☐ Operating Line Item Increase Request Title <u>Truck mounted sanding unit</u> Fund Name: <u>Port and Harbor</u> Account Name: <u>Port and Harbor Fleet</u> Account # <u>452-0374</u> Estimated Cost: <u>\$10,000</u>
--	---

Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.

The Port and Harbor department is responsible for plowing and sanding the parking lots, ramp approaches, the Pioneer dock, Deep Water dock, and the Fish Dock. This expenditure is to replace our old sanding unit that is in need of an upgraded due to age and use.

How is this request necessary for the Department to carry out its mission, or to meet Department goals?

Sanding the facilities in the winter is needed for customer and employee safety. staff have worked to keep this heavily used piece of equipment in service for years, but we believe that it is no longer economical to continue to spending repair dollars on the unit from either a man hours or actual direct equipment repair/cost standpoint.

Priority of Need: This budget request item ranks # 3 of the department's 6 budget requests.

Requestor's Name: Bryan Hawkins Dept Head Approval Bryan Hawkins
 Date 9/21/2018

City Manager Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments: _____

**CITY OF HOMER
DEPARTMENT BUDGET REQUEST
Budget 2019**

Requesting Department Port and Harbor Date 10/3/2018

☐ Request for Additional Personnel: Position Title _____ Salary Range & Step _____ Full-time ☐ Part-time ☐ Hours Per Year _____ (FINANCE DEPT WILL COMPLETE) 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ Total Personnel Cost _____	☒ Capital Request (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) ☐ Operating Line Item Increase Request Title <u>Ramp 3 parking lot drainage improvement</u> Fund Name: <u>Port and Harbor</u> Account Name: <u>Port and Harbor Depreciation</u> Account # <u>456-0380</u> Estimated Cost: <u>\$24,500</u>
--	---

Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.

A large deep puddle forms at the entrance of our ramp 3 parking lot. It is a chronic problem that happens after every rain squall. Public works staff has attempted to address the issue in the past. However, we have found that there is more extensive effort needed if we are going to be able to keep the area drained permanently. If approved this funding will be used to hire a local contractor to re-grade the area, install a drywell complete with a manhole and then pave the location with blacktop. The affected area is small (approximately 50' by 75') but it sees heavy traffic all year round from both vehicles and foot traffic due to its central location.

How is this request necessary for the Department to carry out its mission, or to meet Department goals?

The Port/harbor enterprise manages and collects fees from the ramp approach parking lots. Vessel owners have complained for years about the "lake" at the entrance of ramp 3 parking lot. Making this improvement will be a way to show a much-needed improvement that in turn will help to justify parking fees.

Priority of Need: This budget request item ranks # 4 of the department's 6 budget requests.

Requestor's Name: Bryan Hawkins Dept Head Approval Bryan Hawkins
 Date 10/3/2018

City Manager
 Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments: _____

**CITY OF HOMER
DEPARTMENT BUDGET REQUEST
Budget 2019**

Requesting Department Port and Harbor Date 8/27/2018

☐ Request for Additional Personnel: Position Title _____ Salary Range & Step _____ Full-time ☐ Part-time ☐ Hours Per Year _____ (FINANCE DEPT WILL COMPLETE) 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ Total Personnel Cost _____	☒ Capital Request (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) ☐ Operating Line Item Increase Request Title <u>Fish Dock Crane re-build</u> Fund Name: <u>Port and Harbor</u> Account Name: <u>Port and Harbor Depreciation</u> Account # <u>456-0380</u> Estimated Cost: <u>\$85,000</u>
--	--

Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.

funding will be used to rebuild crane #4 on the fish dock. Currently use on the fish dock is lower than historical use but we have seen ups and downs in the industry before. Staff recommend using this time to catch up on maintenance to be prepared for the next big push in the fisheries.

How is this request necessary for the Department to carry out its mission, or to meet Department goals?

Fish Dock cranes must be maintained to OSHA standards and this funding will allow for a complete top to bottom rebuild to bring it into like new condition.

Priority of Need: This budget request item ranks # 5 of the department's 6 budget requests.

Requestor's Name: Bryan Hawkins Dept Head Approval Bryan Hawkins
 Date 8/27/2018

City Manager Recommendation: ☐ Approved ☒ Denied ☐ Amended

Comments: _____

CITY OF HOMER
DEPARTMENT BUDGET REQUEST
Budget 2019

Requesting Department Port and Harbor Date 8/27/2018

☐ Request for Additional Personnel: Position Title _____ Salary Range & Step _____ Full-time ☐ Part-time ☐ Hours Per Year _____ (FINANCE DEPT WILL COMPLETE) 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ Total Personnel Cost _____	☒ Capital Request (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) ☐ Operating Line Item Increase Request Title <u>Harbor cathodic protection 2019</u> Fund Name: <u>Port and Harbor</u> Account Name: <u>Port and Harbor Depreciation</u> Account # <u>456-0380</u> Estimated Cost: <u>\$200,000</u>
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Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.

Installing zinc anodes will extend the life of the steel pile and are essential component to our maintenance program. Over time the galvanized coatings on the piling has been depleted by electrolysis and this project help to prolong the life span of the steel pile by installing large sacrificial anodes that will protect the steel from the affects of Electrolisis.

How is this request necessary for the Department to carry out its mission, or to meet Department goals?

this is a good investment of maintenance dollars that will pay off in the long term.

Priority of Need: This budget request item ranks # 6 of the department's 6 budget requests.

Requestor's Name: Bryan Hawkins Dept Head Approval Bryan Hawkins
Date 8/27/2018

City Manager
Recommendation: ☐ Approved ☒ Denied ☐ Amended

Comments:

2019 Proposed Budget Amendment Form OPERATING BUDGET

Fund Name: City Wide (General Fund / Water and Sewer/ Port and Harbor)

Project Name: Cost of Living Increase (COLA) for City employees

Account #	Account name	Page #	Increase	Decrease	
100	General Fund	46	\$30,857		
100-0100-5990	General Fund transfers to reserves	49		\$30,857	
200	Water Fund	115	\$4,077		
200-0400-5990	Transfer to Water Reserves	117		4077	
200	Sewer Fund	116	\$3,271		
200-0500-5990	Transfer to Sewer Reserves	125		\$3,271	
400	Port and Harbor Enterprise Fund	139	\$7,905		
400-0602-5990	Transfer to P & H Reserves	142		\$7,905	

Rationale:

Keeping the wage scale current with inflation (which was .05% in 2017) is necessary to attract and maintain employees at the City of Homer.

Requested By:
Councilmember Lord

Prepared By:
City Manager

City of Homer
2019 Operating Budget



DEBT SERVICE FUND

This section is for information purposes only. Each fund budgets its debt service separately.

General Fund –

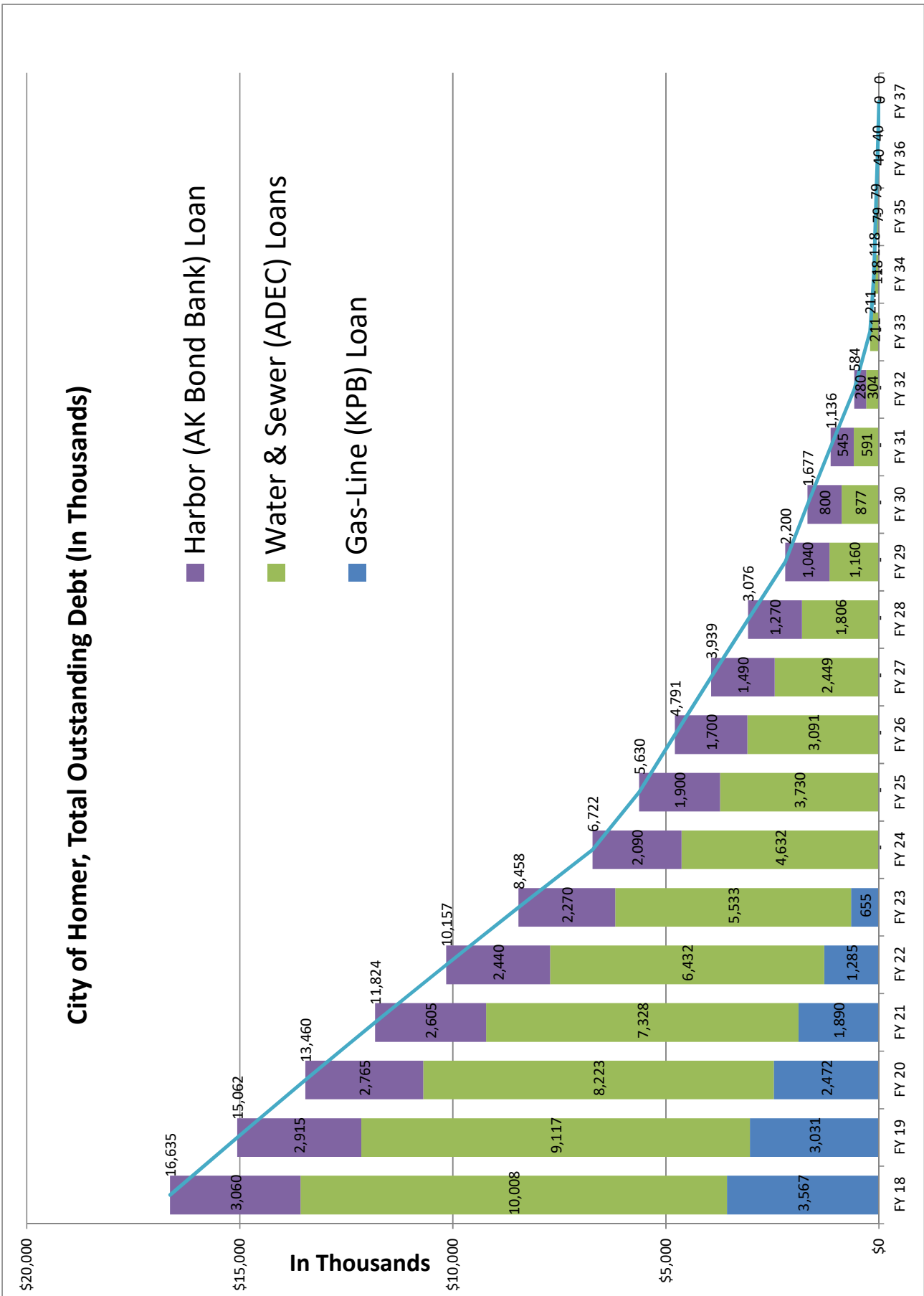
- **Gas line Loan (KPB)**: In 2014, the City financed the Natural Gas infrastructure with a loan from the Kenai Peninsula Borough. The total loan balance was \$12,359,388 with a monthly compounding interest rate of 4%. In 2015 and 2016, the City made sizeable payments of \$4,094,163 and \$3,686,459, respectively. The loan requires an annual payment of **\$682,158**.

Utility Fund –

- **Homer Accelerated Water/Sewer Projects (HAWSP)**: One sixth of all sales tax received by the city goes to HAWSP Fund to serve the debt, which funds new utility infrastructures. Loans are provided by Alaska Clean Water/Drinking Water through Alaska Department of Environmental Conservation (ADEC). Loan usually comes with 20 year term and 1.5% interest rate.

Port & Harbor Fund –

- The City of Homer took part of the 2013 Alaska Municipal Bond Bank General Obligation Bonds (2013 A & 2013 B Series) Issuance. Port & Harbor received the bond proceeds (in the form of loan).



City of Homer
2019 Operating Budget

City of Homer, Total Outstanding Debt

<u>Fiscal Year</u>	<u>Gas-Line (KPB) Loan</u>	<u>Water & Sewer (ADEC) Loans</u>	<u>Harbor (AK Bond Bank) Loan</u>	<u>Total Balance as of 12/31/2017</u>
FY 18	3,567,350	10,007,972	3,060,000	16,635,321
FY 19	3,030,531	9,116,591	2,915,000	15,062,122
FY 20	2,471,841	8,223,428	2,765,000	13,460,269
FY 21	1,890,390	7,328,454	2,605,000	11,823,844
FY 22	1,285,249	6,431,644	2,440,000	10,156,893
FY 23	655,454	5,532,969	2,270,000	8,458,423
FY 24		4,632,402	2,090,000	6,722,402
FY 25		3,729,915	1,900,000	5,629,915
FY 26		3,090,529	1,700,000	4,790,529
FY 27		2,449,164	1,490,000	3,939,164
FY 28		1,805,789	1,270,000	3,075,789
FY 29		1,160,377	1,040,000	2,200,377
FY 30		876,898	800,000	1,676,898
FY 31		591,318	545,000	1,136,318
FY 32		303,607	280,000	583,607
FY 33		211,149	-	211,149
FY 34		118,263	-	118,263
FY 35		79,276		79,276
FY 36		39,858		39,858
FY 37		0		0

City of Homer
2019 Operating Budget

Governmental Activities

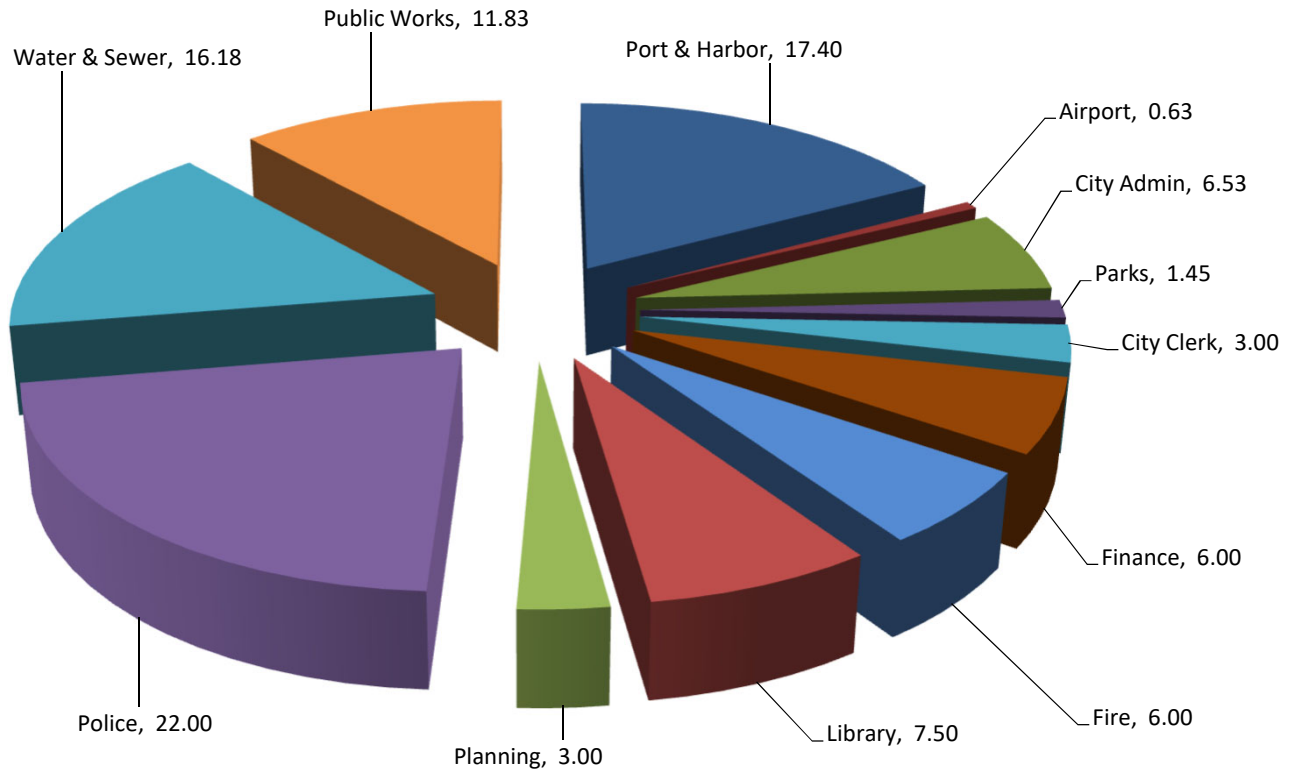
<u>Loan Description</u>	<u>Fund</u>	<u>Loan #</u>	<u>Original</u>	<u>Maturity</u>	<u>PMT Due</u>	<u>Interest</u>	<u>Audited Ending Balance 12/31/2017</u>	<u>Principal</u>	<u>Interest</u>	<u>Activities 2018</u>	<u>Total PMT</u>	<u>Unaudited Ending Balance 12/31/2018</u>
USDA #987-20 Library Loan	General	97-20	1,700,000	2033	Sept	4.125%	<u>Paid Off</u>					-
ACWF #409031 - Sewer Ext	Sewer	409031	3,462,402	2025	Aug	1.500%	975,776	121,973	14,637	136,610		853,803
ADWF #409041 - Water Ext	Water	409041	3,389,321	2025	Aug	1.500%	1,144,622	143,077	17,169	160,246		1,001,545
ACWF #409261 - KDPHII Sewer	Sewer	409261	1,591,733	2032	Aug	1.500%	1,204,342	79,587	17,907	97,494		1,124,756
ACWF #409081 - Sewer	Sewer	409081	3,250,000	2034	Apr	1.500%	923,839	54,344	13,858	68,202		869,495
ADWF #409271 - KDPHII - Water	Water	409271	2,150,000	2032	Aug	1.500%	1,572,253	94,248	23,584	117,831		1,478,005
ADWF #409131 - Water TP	Water	409131	8,000,000	2029	Dec	1.500%	4,368,019	364,001	65,520	429,521		4,004,018
ACWF #409051 - Sewer Master Plan	Sewer	409051	148,047	2016	Aug	1.500%	-					-
ADWF #409091 - Water Distribution	Water	409091	85,739	2037	Mar	1.500%	85,739.00	3,708	42	3,750		82,031
ACWF #409111 - Eric Ln Sewer	Sewer	409111	190,926	2037	Oct	1.500%	190,926.62	9,546	1,130	10,676		181,379
ACWF #409071 - KDRPIII	Sewer	409071	442,630	2037	Mar	1.500%	442,630.00	19,142	218	19,360		423,488
Sweeper	General			2020	Apr		<u>Paid Off</u>					-
Dump Truck	General			2017	Monthly		84,408	30,011	1,795	31,806		54,397
Gas line (KPB Loan)	General		12,359,388	2025	Sept	4.000%	4,076,246	515,804	166,354	682,158		3,560,442
Total Debt - Government¹							15,068,800					13,633,359
Accrued Leave							713,408					713,408
Total Debt - Government²							15,782,208					14,346,767

Enterprise Fund Activities

<u>Loan Description</u>	<u>Fund</u>	<u>Loan #</u>	<u>Original</u>	<u>Maturity</u>	<u>PMT Due</u>	<u>Interest</u>	<u>Audited Ending Balance 12/31/2017</u>	<u>Principal</u>	<u>Interest</u>	<u>Activities 2018</u>	<u>Total PMT</u>	<u>Unaudited Ending Balance 12/31/2018</u>
Harbor: General Obligation Bonds	Harbor		3,735,000	2033	June/Dec	2%	3,200,000	140,000	145,750	285,750		3,060,000
Harbor: GOB Bond Premium (SL 20 yrs)	Harbor		494,506	2033	Dec	N/A	370,876	24,726				346,150
Total Debt - Business Type¹							3,570,876					3,406,150
Accrued Leave							220,436					220,436
Total Debt - Business Type²							3,791,312					3,626,586
Harbor: Loan From General Fund	Harbor		300,000		Jan	2%	123,576	61,176	2,472	63,648		62,400
Harbor: Loan From General Fund	Harbor		300,000		Jan	3%	300,000	26,169	9,000	35,169		273,831

**City of Homer
2019 Operating Budget**

Personnel by Department (FTEs) 2019



<u>Department</u>	<u>FY 2019 Draft Budget</u>	<u>FY 2018 Adopted Budget</u>	
Port & Harbor	17.40	17.40	0.00
Airport	0.63	0.63	0.00
City Admin	6.53	6.53	0.00
Parks	1.45	1.45	0.00
City Clerk	3.00	3.00	0.00
Finance	6.00	6.00	0.00
Fire	6.00	6.00	0.00
Library	7.50	7.50	0.00
Planning	3.00	3.00	0.00
Police	22.00	22.00	0.00
Water & Sewer	16.18	16.18	0.00
Public Works	11.83	11.83	0.00
Total FTE	101.50	101.50	

CITY OF HOMER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCES	BUDGET	UNEARNED	PCNT
PORT - HARBOR ADMINISTRATION						
400-0600-4515 FERRY LEASE	.00	18,000.00	.00	18,000.00	.00	100.0
400-0600-4634 PORT STORAGE FE	295.20	37,351.50	.00	78,000.00	40,648.50	47.9
400-0600-4650 RENTS & LEASES	40,584.41	199,650.04	.00	355,000.00	155,349.96	56.2
400-0600-4705 BUSINESS LICENS	.00	15.00	.00	40.00	25.00	37.5
400-0600-4801 INTEREST ON INVESTMENTS	.00	5,064.72	.00	3,000.00	(2,064.72)	168.8
400-0600-4901 SURPLUS PROP	.00	2,346.22	.00	15,000.00	12,653.78	15.6
400-0600-4902 OTHER REVENUE	.00	.00	.00	2,000.00	2,000.00	.0
TOTAL PORT - HARBOR ADMINISTRATION	40,879.61	262,427.48	.00	471,040.00	208,612.52	55.7

CITY OF HOMER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCES	BUDGET	UNEARNED	PCNT
HARBOR						
400-0601-4245 WASTE OIL DISP	.00	804.00	.00	1,000.00	196.00	80.4
400-0601-4249 OIL SPILL REC	.00	464.88	.00	1,000.00	535.12	46.5
400-0601-4318 PARKING REVENUE	22,223.33	65,151.66	.00	100,000.00	34,848.34	65.2
400-0601-4319 ELECTRICAL SUPPLIES	102.98	744.16	.00	5,000.00	4,255.84	14.9
400-0601-4624 BERTH TRANS MO	37,107.94	215,258.26	.00	557,238.00	341,979.74	38.6
400-0601-4625 BERTH RESERVED	230.40	(914.46)	.00	1,315,771.00	1,316,685.46	(.1)
400-0601-4626 BERTH TRANS A	10,144.00	86,673.56	.00	223,501.00	136,827.44	38.8
400-0601-4627 BERTH TRANS S/A	10,856.92	81,278.70	.00	120,227.00	38,948.30	67.6
400-0601-4628 BERTH TRANS DLY	9,423.69	42,018.99	.00	116,538.00	74,519.01	36.1
400-0601-4629 METERED ENEGERY	5,823.50	61,972.55	.00	100,000.00	38,027.45	62.0
400-0601-4644 PUMPING	.00	122.37	.00	1,000.00	877.63	12.2
400-0601-4645 WOODEN GRID	1,083.60	3,142.65	.00	7,000.00	3,857.35	44.9
400-0601-4646 COMMERCIAL RAMP	2,382.00	15,247.50	.00	35,000.00	19,752.50	43.6
400-0601-4647 BERTH WAIT LIST	575.00	9,285.00	.00	11,500.00	2,215.00	80.7
400-0601-4648 STEEL GRID FEES	1,583.27	7,072.67	.00	10,000.00	2,927.33	70.7
400-0601-4663 TRANS ENRG 110V	5,745.87	15,947.99	.00	60,000.00	44,052.01	26.6
400-0601-4664 TRANS ENGY 220V	3,498.16	13,545.69	.00	25,000.00	11,454.31	54.2
400-0601-4665 TRANS ENGY 208V	12,322.20	78,324.83	.00	152,574.00	74,249.17	51.3
400-0601-4666 COMM RAMP WHARF	3,490.06	15,710.39	.00	40,000.00	24,289.61	39.3
400-0601-4802 PENALTY/INT	515.95	3,350.37	.00	13,000.00	9,649.63	25.8
400-0601-4902 OTHER REVENUE	5,876.50	35,797.70	.00	63,000.00	27,202.30	56.8
TOTAL HARBOR	132,985.37	750,999.46	.00	2,958,349.00	2,207,349.54	25.4

CITY OF HOMER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCES	BUDGET	UNEARNED	PCNT
PIONEER DOCK						
400-0602-4631 USCG LEASES	3,024.66	18,147.96	.00	38,629.00	20,481.04	47.0
400-0602-4638 PD FUEL WHARFGE	32,212.40	89,998.48	.00	265,000.00	175,001.52	34.0
400-0602-4639 PIONEER DOCK - WHARFAGE	.00	.00	.00	1,000.00	1,000.00	.0
400-0602-4641 PD WATER SALES	296.05	4,407.59	.00	8,068.00	3,660.41	54.6
400-0602-4642 PD DOCKING	2,906.00	23,165.00	.00	50,629.00	27,464.00	45.8
TOTAL PIONEER DOCK	38,439.11	135,719.03	.00	363,326.00	227,606.97	37.4
FISH DOCK						
400-0603-4206 FISH TAX	.00	2,143.13	.00	24,000.00	21,856.87	8.9
400-0603-4620 ICE SALES	27,830.70	79,878.70	.00	260,000.00	180,121.30	30.7
400-0603-4621 COLD STORAGE	1,236.00	13,704.15	.00	20,000.00	6,295.85	68.5
400-0603-4622 CRANE RENTAL	28,982.14	94,129.64	.00	212,000.00	117,870.36	44.4
400-0603-4623 CARD ACCESS FEES	1,560.00	5,220.00	.00	9,000.00	3,780.00	58.0
400-0603-4637 SEAFOOD WHARFGE	699.97	10,186.49	.00	27,000.00	16,813.51	37.7
400-0603-4700 OTHER WHARF FD	.00	48.29	.00	1,500.00	1,451.71	3.2
TOTAL FISH DOCK	60,308.81	205,310.40	.00	553,500.00	348,189.60	37.1
DEEP WATER DOCK						
400-0604-4633 STEVEDORING	.00	195.10	.00	15,000.00	14,804.90	1.3
400-0604-4640 DWD WHARFAGE	.00	477.60	.00	10,000.00	9,522.40	4.8
400-0604-4643 DWD DOCKING	20,769.59	75,682.71	.00	175,000.00	99,317.29	43.3
400-0604-4668 DWD WATER SALES	3,017.73	10,385.21	.00	35,000.00	24,614.79	29.7
400-0604-4672 PORT SECURITY REVENUES	371.25	678.75	.00	27,500.00	26,821.25	2.5
TOTAL DEEP WATER DOCK	24,158.57	87,419.37	.00	262,500.00	175,080.63	33.3

CITY OF HOMER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCES	BUDGET	UNEARNED	PCT
<u>OUTFALL LINE</u>						
400-0605-4704 OUTFALL LINE	.00	4,800.00	.00	4,800.00	.00	100.0
TOTAL OUTFALL LINE	.00	4,800.00	.00	4,800.00	.00	100.0
<u>FISH GRINDER</u>						
400-0606-4706 FISH GRINDER	845.00	845.00	.00	12,000.00	11,155.00	7.0
TOTAL FISH GRINDER	845.00	845.00	.00	12,000.00	11,155.00	7.0
<u>LOAD AND LAUNCH RAMP</u>						
400-0615-4653 L & L RAMP REVENUE	24,409.13	64,067.64	.00	125,000.00	60,932.36	51.3
TOTAL LOAD AND LAUNCH RAMP	24,409.13	64,067.64	.00	125,000.00	60,932.36	51.3
TOTAL FUND REVENUE	322,025.60	1,511,588.38	.00	4,750,515.00	3,238,926.62	31.8

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CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PCNT
PORT - HARBOR ADMINISTRATION						
400-0600-5101	8,079.10	96,559.39	.00	214,086.38	117,526.99	45.1
400-0600-5102	7,925.70	61,950.04	.00	129,088.33	67,138.29	48.0
400-0600-5103	.00	.00	.00	2,558.39	2,558.39	.0
400-0600-5104	.00	.00	.00	319.90	319.90	.0
400-0600-5105	786.76	1,925.65	.00	4,646.72	2,721.07	41.4
400-0600-5106	.00	29,240.68	.00	29,240.68	.00	100.0
400-0600-5201	.00	941.33	.00	2,500.00	1,558.67	37.7
400-0600-5202	.00	560.98	.00	2,500.00	1,939.02	22.4
400-0600-5209	150.45	2,344.68	.00	5,000.00	2,655.32	46.9
400-0600-5210	.00	67.50	.00	3,000.00	2,932.50	2.3
400-0600-5211	2,616.68	4,607.19	.00	30,250.00	25,642.81	15.2
400-0600-5213	.00	6,700.00	.00	10,500.00	3,800.00	63.8
400-0600-5214	.00	1,503.43	.00	6,000.00	4,496.57	25.1
400-0600-5215	190.00	2,452.41	.00	7,000.00	4,547.59	35.0
400-0600-5216	2,000.00	2,000.00	.00	5,500.00	3,500.00	36.4
400-0600-5221	.00	19,452.14	.00	40,849.00	21,396.86	47.6
400-0600-5222	.00	5,419.57	.00	9,128.00	3,708.43	59.4
400-0600-5223	.00	20,845.88	.00	43,777.00	22,931.12	47.6
400-0600-5227	.00	1,513.37	.00	6,000.00	4,486.63	25.2
400-0600-5228	.00	39.99	.00	.00	39.99	.0
400-0600-5231	.00	263.10	.00	1,500.00	1,236.90	17.5
400-0600-5233	.00	926.28	.00	.00	926.28	.0
400-0600-5235	.00	2,354.00	.00	4,500.00	2,146.00	52.3
400-0600-5236	.00	983.70	.00	4,500.00	3,516.30	21.9
400-0600-5237	.00	1,471.77	.00	3,500.00	2,028.23	42.1
400-0600-5238	.00	648.50	.00	4,500.00	3,851.50	14.4
400-0600-5241	.00	591,076.28	.00	592,576.28	1,500.00	99.8
400-0600-5252	.00	15,303.78	.00	70,000.00	54,696.22	21.9
400-0600-5603	.00	.00	.00	1,000.00	1,000.00	.0
400-0600-5606	3,585.79	1,562.82	.00	30,000.00	28,437.18	5.2
400-0600-5608	.00	71,825.00	.00	.00	71,825.00	.0
400-0600-5990	.00	.00	.00	321,637.17	321,637.17	.0
TOTAL PORT - HARBOR ADMINISTRATION	18,162.90	944,539.46	.00	1,585,657.85	641,118.39	59.6

CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PCNT
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CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PCNT
HARBOR						
400-0601-5101 WAGES - REGULAR	15,306.86	174,372.58	.00	392,580.75	218,208.17	44.4
400-0601-5102 FRINGE BENEFITS - REGULAR	14,223.93	114,302.79	.00	238,937.26	124,534.47	47.9
400-0601-5103 WAGES - PART TIME	6,977.60	19,394.38	.00	79,260.42	59,886.04	24.5
400-0601-5104 FRINGE BENEFITS - PART TIME	858.26	2,385.53	.00	9,910.72	7,525.19	24.1
400-0601-5105 OVERTIME - REGULAR	1,119.04	6,265.79	.00	16,500.00	10,234.21	38.0
400-0601-5107 OVERTIME - PART TIME	.00	.00	.00	1,700.00	1,700.00	.0
400-0601-5108 UNEMPLOYMENT BENEFITS	.00	1,852.56	.00	.00	1,852.56-	.0
400-0601-5201 OFFICE SUPPLIES	9.99	406.92	.00	1,500.00	1,093.08	27.1
400-0601-5202 OPERATING SUPPLIES	198.39	2,507.75	.00	12,000.00	9,492.25	20.9
400-0601-5203 FUEL/LUBE	.00	6,820.73	.00	16,000.00	9,179.27	42.6
400-0601-5204 CHEMICALS	.00	2,780.00	.00	3,000.00	220.00	92.7
400-0601-5207 VEHICLE/BOAT MAINTENANCE	177.20	719.12	.00	5,000.00	4,280.88	14.4
400-0601-5208 EQUIPMENT MAINTENANCE	.00	212.02	.00	2,000.00	1,787.98	10.6
400-0601-5209 BUILDING & GROUNDS MAINTENANC	1,802.91	6,077.15	.00	5,000.00	1,077.15-	121.5
400-0601-5210 PROFESSIONAL SERVICES	.00	387.91	.00	5,000.00	4,612.09	7.8
400-0601-5217 ELECTRICITY	.00	140,661.46	.00	370,872.91	230,211.45	37.9
400-0601-5218 WATER	.00	3,852.70	.00	57,026.66	53,173.96	6.8
400-0601-5219 SEWER	.00	1,565.27	.00	7,315.70	5,750.43	21.4
400-0601-5220 REFUSE/DISPOSAL	4,861.70	13,332.10	.00	60,000.00	46,667.90	22.2
400-0601-5227 ADVERTISING	.00	.00	.00	1,000.00	1,000.00	.0
400-0601-5231 TOOLS AND MINOR EQUIPMENT	.00	896.21	.00	3,000.00	2,103.79	29.9
400-0601-5235 MEMBERSHIP AND DUES	.00	.00	.00	750.00	750.00	.0
400-0601-5236 TRANSPORTATION	.00	512.11	.00	3,000.00	2,487.89	17.1
400-0601-5237 SUBSISTENCE	.00	1,382.98	.00	2,000.00	617.02	69.2
400-0601-5238 PRINTING & BINDING	.00	3.99	.00	2,000.00	1,996.01	.2
400-0601-5249 OIL SPILL RESPONSE	.00	.00	.00	2,000.00	2,000.00	.0
400-0601-5287 ELECTRICAL SUPPLIES	.00	52.40	.00	4,000.00	3,947.60	1.3
400-0601-5601 CLOTHING/UNIFORM	638.62	2,899.93	.00	4,000.00	1,100.07	72.5
400-0601-5602 SAFETY EQUIPMENT	181.64	846.83	.00	5,000.00	4,153.17	16.9
400-0601-5603 EMPLOYEE TRAINING	.00	175.25	.00	3,000.00	2,824.75	5.8
400-0601-5607 DEBT PAYMENT - PRINCIPAL	.00	.00	.00	85,754.70	85,754.70	.0
400-0601-5608 DEBT PAYMENT - INTEREST	.00	.00	.00	13,061.98	13,061.98	.0
400-0601-5638 SIGNAGE PARKING DELINEATION	1,401.50	4,803.20	9,400.00	15,500.00	1,296.80	91.6
TOTAL HARBOR	47,757.64	509,469.66	9,400.00	1,427,571.10	908,701.44	36.4

CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PONT
PIONEER DOCK						
400-0602-5101	1,045.76	11,988.88	.00	26,870.95	14,882.07	44.6
400-0602-5102	944.50	7,684.17	.00	16,039.55	8,355.38	47.9
400-0602-5105	68.03	384.48	.00	976.97	592.49	39.4
400-0602-5202	.00	.00	.00	1,500.00	1,500.00	.0
400-0602-5208	.00	.00	.00	1,000.00	1,000.00	.0
400-0602-5209	.00	.00	.00	2,000.00	2,000.00	.0
400-0602-5210	.00	.00	.00	2,000.00	2,000.00	.0
400-0602-5217	.00	8,302.26	.00	16,846.83	8,544.57	49.3
400-0602-5218	.00	2,111.32	.00	3,746.01	1,634.69	56.4
400-0602-5231	.00	.00	.00	1,000.00	1,000.00	.0
400-0602-5602	.00	.00	.00	1,000.00	1,000.00	.0
400-0602-5990	.00	.00	.00	271,983.85	271,983.85	.0
TOTAL PIONEER DOCK	2,058.29	30,471.11	.00	344,964.16	314,493.05	8.8

CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PCNT
FISH DOCK						
400-0603-5101 WAGES - REGULAR	8,476.96	95,000.40	.00	194,928.60	99,928.20	48.7
400-0603-5102 FRINGE BENEFITS - REGULAR	7,947.19	64,311.88	.00	129,878.31	65,566.43	49.5
400-0603-5103 WAGES - PART TIME	2,833.40	8,536.76	.00	15,210.17	6,673.41	56.1
400-0603-5104 FRINGE BENEFITS - PART TIME	406.82	1,254.11	.00	1,901.88	647.77	65.9
400-0603-5105 OVERTIME - REGULAR	165.68	1,547.45	.00	7,701.00	6,153.55	20.1
400-0603-5107 OVERTIME - PART TIME	109.68	383.88	.00	2,178.79	1,794.91	17.6
400-0603-5201 OFFICE SUPPLIES	.00	80.24	.00	500.00	419.76	16.1
400-0603-5202 OPERATING SUPPLIES	.00	1,333.15	.00	3,000.00	1,666.85	44.4
400-0603-5203 FUEL/LUBE	.00	2,192.13	.00	3,000.00	807.87	73.1
400-0603-5204 CHEMICALS	43.33	1,507.27	.00	3,000.00	1,492.73	50.2
400-0603-5208 EQUIPMENT MAINTENANCE	5.98	15,910.80	.00	37,000.00	21,089.20	43.0
400-0603-5209 BUILDING & GROUNDS MAINTENANC	.00	2,184.67	.00	13,000.00	10,815.33	16.8
400-0603-5210 PROFESSIONAL SERVICES	103.48	1,902.88	.00	5,000.00	3,097.12	38.1
400-0603-5217 ELECTRICITY	.00	33,979.02	.00	179,901.37	145,922.35	18.9
400-0603-5218 WATER	.00	5,186.60	.00	21,062.46	15,875.86	24.6
400-0603-5219 SEWER	.00	118.72	.00	324.70	205.98	36.6
400-0603-5231 TOOLS AND MINOR EQUIPMENT	.00	157.78	.00	1,500.00	1,342.22	10.5
400-0603-5250 CAMERA AREA NETWORK	.00	.00	.00	1,000.00	1,000.00	.0
400-0603-5602 SAFETY EQUIPMENT	.00	383.70	.00	1,000.00	616.30	38.4
400-0603-5603 EMPLOYEE TRAINING	.00	63.00	.00	1,000.00	937.00	6.3
TOTAL FISH DOCK	20,092.52	236,034.44	.00	622,087.28	386,052.84	37.9

CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PCNT
DEEP WATER DOCK						
400-0604-5101 WAGES - REGULAR	1,214.96	14,024.56	.00	31,335.78	17,311.22	44.8
400-0604-5102 FRINGE BENEFITS - REGULAR	1,074.93	8,860.61	.00	18,426.10	9,565.49	48.1
400-0604-5105 OVERTIME - REGULAR	74.37	456.86	.00	1,165.17	708.31	39.2
400-0604-5203 FUEL/LUBE	.00	.00	.00	600.00	600.00	.0
400-0604-5209 BUILDING & GROUNDS MAINTENANC	.00	.00	.00	1,000.00	1,000.00	.0
400-0604-5210 PROFESSIONAL SERVICES	.00	.00	.00	2,000.00	2,000.00	.0
400-0604-5217 ELECTRICITY	.00	4,698.51	.00	8,293.00	3,594.49	56.7
400-0604-5218 WATER	.00	1,215.04	.00	11,460.34	10,245.30	10.6
400-0604-5219 SEWER	.00	772.80	.00	819.53	46.73	94.3
400-0604-5231 TOOLS AND MINOR EQUIPMENT	.00	.00	.00	1,000.00	1,000.00	.0
400-0604-5602 SAFETY EQUIPMENT	.00	.00	.00	1,000.00	1,000.00	.0
400-0604-5627 PORT SECURITY	.00	125.25	.00	27,500.00	27,374.75	.5
TOTAL DEEP WATER DOCK	2,364.26	30,153.63	.00	104,599.92	74,446.29	28.8
OUTFALL LINE						
400-0605-5209 BUILDING & GROUNDS MAINTENANC	.00	355.67	.00	3,000.00	2,644.33	11.9
400-0605-5637 DIVING SERVICES	.00	2,475.00	.00	3,500.00	1,025.00	70.7
TOTAL OUTFALL LINE	.00	2,830.67	.00	6,500.00	3,669.33	43.6
FISH GRINDER						
400-0606-5202 OPERATING SUPPLIES	.00	.00	.00	4,000.00	4,000.00	.0
400-0606-5208 EQUIPMENT MAINTENANCE	.00	250.00	.00	14,000.00	13,750.00	1.8
400-0606-5209 BUILDING & GROUNDS MAINTENANC	.00	.00	.00	2,500.00	2,500.00	.0
400-0606-5218 WATER	.00	139.32	.00	4,974.86	4,835.54	2.8
400-0606-5235 MEMBERSHIP AND DUES	.00	1,715.00	.00	.00	1,715.00	.0
TOTAL FISH GRINDER	.00	2,104.32	.00	25,474.86	23,370.54	8.3

CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PCNT
HARBOR MAINTENANCE						
400-0611-5101	6,111.57	73,771.12	.00	161,337.03	87,565.91	45.7
400-0611-5102	5,490.49	45,903.88	.00	96,279.16	50,375.28	47.7
400-0611-5103	.00	457.00	.00	16,277.40	15,820.40	2.8
400-0611-5104	.00	56.69	.00	2,035.33	1,978.64	2.8
400-0611-5105	.00	645.41	.00	1,923.00	1,277.59	33.6
400-0611-5107	.00	3.00	.00	.00	3.00-	.0
400-0611-5201	.00	52.91	.00	600.00	547.09	8.8
400-0611-5202	17.20	1,421.78	.00	6,000.00	4,578.22	23.7
400-0611-5203	.00	3,721.78	.00	12,000.00	8,278.22	31.0
400-0611-5207	81.79	13,173.90	.00	12,000.00	1,173.90-	109.8
400-0611-5208	.00	2,789.29	.00	8,000.00	5,210.71	34.9
400-0611-5209	.00	959.64	.00	12,000.00	11,040.36	8.0
400-0611-5210	.00	1,918.80	.00	4,500.00	2,581.20	42.6
400-0611-5217	.00	2,730.17	.00	8,600.80	5,870.63	31.7
400-0611-5218	.00	258.54	.00	1,227.97	969.43	21.1
400-0611-5219	.00	273.28	.00	1,380.06	1,106.78	19.8
400-0611-5231	62.21	1,249.72	.00	4,000.00	2,750.28	31.2
400-0611-5235	.00	265.00	.00	500.00	235.00	53.0
400-0611-5236	.00	1,007.13	.00	2,000.00	992.87	50.4
400-0611-5237	.00	545.40	.00	1,000.00	454.60	54.5
400-0611-5256	1,787.29	6,166.99	.00	35,000.00	28,833.01	17.6
400-0611-5258	690.52	6,308.94	2,864.00	15,000.00	5,827.06	61.2
400-0611-5601	58.37	1,324.13	.00	3,500.00	2,175.87	37.8
400-0611-5602	32.81	473.29	.00	3,000.00	2,526.71	15.8
400-0611-5603	.00	450.25	.00	3,000.00	2,549.75	15.0
400-0611-5637	.00	.00	.00	5,000.00	5,000.00	.0
TOTAL HARBOR MAINTENANCE	14,332.25	165,928.04	2,864.00	416,160.75	247,368.71	40.6

CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PCNT
MAIN DOCK MAINTENANCE						
400-0612-5101 WAGES - REGULAR	775.60	9,384.00	.00	20,367.76	10,983.76	46.1
400-0612-5102 FRINGE BENEFITS - REGULAR	690.44	5,795.66	.00	12,103.69	6,308.03	47.9
400-0612-5103 WAGES - PART TIME	.00	.00	.00	2,034.68	2,034.68	.0
400-0612-5104 FRINGE BENEFITS - PART TIME	.00	.00	.00	254.42	254.42	.0
400-0612-5105 OVERTIME - REGULAR	.00	83.78	.00	239.00	155.22	35.1
400-0612-5202 OPERATING SUPPLIES	.00	.00	.00	500.00	500.00	.0
400-0612-5209 BUILDING & GROUNDS MAINTENANC	.00	.00	.00	3,000.00	3,000.00	.0
400-0612-5231 TOOLS AND MINOR EQUIPMENT	.00	.00	.00	1,500.00	1,500.00	.0
400-0612-5602 SAFETY EQUIPMENT	.00	.00	.00	1,000.00	1,000.00	.0
TOTAL MAIN DOCK MAINTENANCE	1,466.04	15,263.44	.00	40,999.55	25,736.11	37.2

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DWD MAINTENANCE						
400-0614-5101 WAGES - REGULAR	775.60	9,384.00	.00	20,367.76	10,983.76	46.1
400-0614-5102 FRINGE BENEFITS - REGULAR	690.44	5,795.66	.00	12,103.69	6,308.03	47.9
400-0614-5103 WAGES - PART TIME	.00	.00	.00	2,034.68	2,034.68	.0
400-0614-5104 FRINGE BENEFITS - PART TIME	.00	.00	.00	254.42	254.42	.0
400-0614-5105 OVERTIME - REGULAR	.00	83.78	.00	239.00	155.22	35.1
400-0614-5202 OPERATING SUPPLIES	18.99	18.99	.00	500.00	481.01	3.8
400-0614-5203 FUEL/LUBE	.00	113.30	.00	.00	113.30-	.0
400-0614-5209 BUILDING & GROUNDS MAINTENANC	664.70	1,051.25	.00	8,000.00	6,948.75	13.1
400-0614-5231 TOOLS AND MINOR EQUIPMENT	.00	.00	.00	1,000.00	1,000.00	.0
400-0614-5250 CAMERA AREA NETWORK	.00	.00	.00	5,000.00	5,000.00	.0
400-0614-5602 SAFETY EQUIPMENT	.00	.00	.00	2,000.00	2,000.00	.0
TOTAL DWD MAINTENANCE	2,149.73	16,446.98	.00	51,499.55	35,052.57	31.9

CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR ENTERPRISE FUND

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PCNT
LOAD AND LAUNCH RAMP						
400-0615-5101	941.31	11,107.60	.00	24,475.03	13,367.43	45.4
400-0615-5102	840.93	6,967.67	.00	14,499.78	7,532.11	48.1
400-0615-5103	1,350.94	4,039.65	.00	16,069.94	12,030.29	25.1
400-0615-5104	166.15	496.86	.00	2,009.39	1,512.53	24.7
400-0615-5105	36.07	247.06	.00	416.30	169.24	59.4
400-0615-5202	32.62	99.41	.00	500.00	400.59	19.9
400-0615-5203	.00	356.09	.00	1,300.00	943.91	27.4
400-0615-5209	.00	4,012.64	.00	5,000.00	987.36	80.3
400-0615-5210	.00	20.00	.00	500.00	480.00	4.0
400-0615-5217	.00	1,341.56	.00	3,435.75	2,094.19	39.1
400-0615-5218	.00	292.04	.00	1,579.50	1,287.46	18.5
400-0615-5219	.00	385.28	.00	2,613.45	2,228.17	14.7
400-0615-5220	234.00	678.60	.00	3,300.00	2,621.40	20.6
400-0615-5231	55.00	397.97	1,100.00	1,000.00	497.97-	149.8
400-0615-5250	.00	.00	.00	5,000.00	5,000.00	.0
400-0615-5252	.00	149.82	.00	4,000.00	3,850.18	3.8
400-0615-5602	.00	.00	.00	1,000.00	1,000.00	.0
400-0615-5990	.00	.00	.00	38,300.86	38,300.86	.0
TOTAL LOAD AND LAUNCH RAMP	3,657.02	30,592.25	1,100.00	125,000.00	93,307.75	25.4
TOTAL FUND EXPENDITURES	112,040.65	1,983,834.00	13,364.00	4,750,515.02	2,753,317.02	42.0
NET REVENUE OVER EXPENDITURES	209,984.95	472,245.62-	(13,364.00)	.02-	485,609.60	(24280)

CITY OF HOMER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

		PORT & HARBOR DEPRECIATION RES					
		MTD ACTUAL	YTD ACTUAL	ENCUMBRANCES	BUDGET	UNEARNED	PCNT
<u>P & H DEP RESERVES</u>							
456-0380-4902	OTHER REVENUE	27.19	163.14	.00	.00	(163.14)	.0
	TOTAL P & H DEP RESERVES	27.19	163.14	.00	.00	(163.14)	.0
	TOTAL FUND REVENUE	27.19	163.14	.00	.00	(163.14)	.0

CITY OF HOMER
EXPENDITURES & ENCUMBRANCES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PORT & HARBOR DEPRECIATION RES

P & H DEP RESERVES

	MTD ACTUAL	YTD ACTUAL	ENCUMBRANCE	BUDGET	UNEXPENDE	PCNT
456-0380-5210 PROFESSIONAL SERVICES	.00	1,000.00	.00	.00	1,000.00-	.0
456-0380-5212 ENGR/ARCH/DESIGN	.00	863.24	.00	.00	863.24-	.0
456-0380-5216 POSTAGE/FREIGHT	.00	53.75	.00	.00	53.75-	.0
456-0380-5231 TOOLS AND MINOR EQUIPMENT	445.65	38,052.02	15,261.40	.00	53,313.42-	.0
456-0380-5261 CONSTRUCTION	.00	17,657.72	.00	.00	17,657.72-	.0
456-0380-5602 SAFETY EQUIPMENT	.00	37,298.98	.00	.00	37,298.98-	.0
TOTAL P & H DEP RESERVES	445.65	94,925.71	15,261.40	.00	110,187.11-	.0
TOTAL FUND EXPENDITURES	445.65	94,925.71	15,261.40	.00	110,187.11-	.0
NET REVENUE OVER EXPENDITURES	418.46-	94,762.57- (	15,261.40)	.00	110,023.97	.0



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER
DATE: AUGUST 19, 2019
SUBJECT: CREATION OF NEW STALL CLASS – 32A

The Port of Homer recently completed a comprehensive audit involving the measurement of vessels moored in the harbor and the finger and float size criteria. Vessels are required to pay moorage on either the length of the vessel overall or the finger float length whichever is greater. EE 15>30 and FF1>16 are 32' stalls (which allows up to 42' per our Max Length requirements), but the narrowness of the fairway doesn't allow a vessel of that size to maneuver out so they are currently being managed as 24' stalls.

Staff has reviewed engineering/design practices as to what is recommended for a turning radius and determined that we could allow vessels up to 34' in those stalls. It was determined that the best use of the harbor resource would be to change these stalls from a 24' stall size criteria to a new stall size called 32A. The new stall size's criteria is as follows:

Stall Size	Min Length	Max Length	Max Beam
32A	26'	34'	12'

From a fairness and equitability standpoint, the use of these stalls should be the same as all the other 32' stalls in the harbor and be charged the full 32' of moorage for those slips. Changing this criteria also allows us to best utilize the space we have by allowing up to 34' vessels into an area that can support such, given the length of the stalls (32'), which has up until now been capped at 29' per our 24' Max Length requirements.

Current reserved moorage tenants will be presented with two options as we manage these changes:

1. The vessel can be grandfathered into their current EE or FF stall, and will be required to pay moorage for a 32' stall at renewal time to stay consistent with our reserved moorage policy. **Policy is: "Reserve Moorage is based on Length over all of vessel or Stall size, whichever is larger".*
2. The vessel owner can complete a SWAP request after renewal for a 24' stall elsewhere in harbor. There will NOT be a charge for this one-time SWAP.

Fiscal Note: Staff estimates that the recommended change will generate approximately \$10,000 in additional annual moorage revenue.

RECOMMENDATION

For discussion. Any recommendations or direction to staff must be done by way of a motion. No official action is required, however, if the commission is supportive of this change a motion supporting the addition of the new stall category of 32A could be made to the city manager asking that it be included in her manager's report to City Council.



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: AUGUST 15, 2019

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

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

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

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

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

RECOMMENDATION

Make a motion to City Council supporting the lease re-assignment request from John and Margaret Chapple to Truxton Management, and recommending City Council approve the re-assignment.

Attached: Notice of Request for Reassignment
Truxton Management Lease Application
Draft Resolution 19-0xx Lease Reassignment for Homer Spit Campground
2012 Current Chapple/Homer Spit Campground Lease

Rachel Friedlander

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

Hello Rachel.

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

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

CITY OF HOMER
LEASE APPLICATION CHECKLIST

Applicant Name: *Truxton Management Inc.*

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

Action:

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

Katie Koester *8.21.19*
Katie Koester, City Manager Date

A. A responsive lease application / proposal shall include:

1. A completed application form provided by the City

YES	NO	N/A	INCOMPLETE
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NOTES: *Applicant has submitted all required attachments.*

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

YES	NO	N/A	INCOMPLETE
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NOTES: *Paid 8/13/19.*

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

YES	NO	N/A	INCOMPLETE
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NOTES: *Applicant will continue current business practice, "campground and RV parking."*

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE
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NOTES: *Applicant is proposing leaving the property "as is" with no improvements at this time.*

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

YES	NO	N/A	INCOMPLETE
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NOTES: *Applicant has provided the City with an as built survey and site map and there are no improvements that will be made during the reassignment.*

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

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

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

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

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

8. (Optional) Any other additional information?

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



Lease Application/Assignment Form

Directions:

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

Applicant Name:	Truxton Management Inc.
Business Name:	Homer Spit Campground
Social Security Number:	83-2145254
Email Address:	truxtonmanagement@gmail.com
Mailing Address:	PO Box 1196
City, State, ZIP code:	Homer AK 99603
Business Telephone No.	235-8206
Representative's Name:	JL Chapple / Oceana Audett
Mailing Address:	903 Cypress Dr.
City, State, ZIP code:	Boulder CO 80303
Business Telephone No.	720-527-8118 / 720-527-8197
Property Location:	4535 Homer Spit Rd.
Legal Description:	T75R13W Sec1 Seward Meridian HMO890034 Homer Spit Rd lot 1 T75R13W Sec1 Seward Meridian HMO890034 Homer Spit Rd lot 52
Type of Business to be placed on property:	Campground and RV parking
Duration of Lease requested:	Current lease term between City of Homer and John and Margaret Chapple (ending Dec-31-2026 with optional extensions)
Options to re-new:	Existing two (2) additional, consecutive three (3) year periods

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

1.	Plot Plan	<u>A drawing of the proposed leased property showing:</u> ☒ Size of lot - dimensions and total square footage (to scale) ☒ Placement and size of buildings, storage units, miscellaneous structures planned (to scale). ☒ Water and sewer lines – location of septic tanks, if needed. ☒ Parking spaces – numbered on the drawing with a total number indicated																				
2.	Development Plan	☐ <u>List the time schedule from project initiation to project completion, including major project milestones.</u> <table border="0"> <tr> <td>Dates</td> <td>Tasks</td> </tr> <tr> <td><u>Current</u></td> <td><u>Existing business, campground</u></td> </tr> <tr> <td>_____</td> <td><u>160 total parking and utilities</u></td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table> For each building, indicate: <table border="0"> <tr> <td>Building Use</td> <td>Dimensions and square footage</td> </tr> <tr> <td><u>Office</u></td> <td><u>16 x 20 320 sq. ft</u></td> </tr> <tr> <td><u>Shower/restroom</u></td> <td><u>28 x 42 1176 sq. ft</u></td> </tr> <tr> <td><u>Laundry</u></td> <td><u>16 x 16 256 sq. ft</u></td> </tr> </table>	Dates	Tasks	<u>Current</u>	<u>Existing business, campground</u>	_____	<u>160 total parking and utilities</u>	_____	_____	_____	_____	_____	_____	Building Use	Dimensions and square footage	<u>Office</u>	<u>16 x 20 320 sq. ft</u>	<u>Shower/restroom</u>	<u>28 x 42 1176 sq. ft</u>	<u>Laundry</u>	<u>16 x 16 256 sq. ft</u>
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3.	Insurance	☐ Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.																				
4.	Subleases	<u>NA</u> ☐ Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.																				
5.	Health Requirements	<u>NA</u> ☐ Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.																				

6.	Agency Approval	☒ Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.
7.	Fees Paid 8/13/19 RF	<u>All applicable fees must be submitted prior to the public meeting preparation.</u> ☐ Application fee - \$30.00. Please make check payable to the City of Homer. ☐ Lease fee - \$300.00. Please make check payable to the City of Homer.
8.	Financial Data	<u>Please indicate lessee's type of business entity:</u> ☐ Sole or individual proprietorship. ☐ Partnership. ☒ Corporation. ☐ Other – Please explain: _____ ☐ <u>Financial Statement – Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u> ☐ Surety Information – Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in you organization holding more than a 10% interest ☒ No ☐ Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance. ☐ Bankruptcy information - Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action? ☒ No ☐ Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt. ☐ Pending Litigation – Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation? ☒ No ☐ Yes. If yes, please attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.

N/A

9. Partnership Statement

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

Date of organization: _____

Type: ☐ General Partnership ☐ Limited Partnership

Statement of Partnership Recorded? ☐ Yes ☐ No

Where _____

When _____

Has partnership done business in Alaska? ☐ Yes ☐ No

Where _____

When _____

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

Please attach a copy of your partnership agreement.

10. Corporation Statement

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

Date of Incorporation: _____

10/04/2018

State of Incorporation: _____

Alaska

Is the Corporation authorized to do business in Alaska?

☐ No

☒ Yes. Is so, as of what Date? _____

02/13/2019

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

Officers & Principal Stockholders [10%+]:

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

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

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

Name	Title
Oceana Audett	President and Treasurer
John Chapple	Secretary

11. Applicant References	Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise. _____ Name: <u>John & Margaret Chapple</u> Firm: <u>Homer Spit Campground</u> Title: <u>Previous owners</u> Address: <u>PO Box 1201 Homer AK 99603</u> Telephone: <u>907-235-8490</u> Nature of business association with Applicant: <u>managed their business before purchasing</u> _____ Name: <u>Ariana Humphrey</u> Firm: <u>Arctic Circle Enterprises</u> Title: <u>Sales Rep.</u> Address: <u>3812 Spenard Rd Anchorage AK 99517</u> Telephone: <u>907-263-0337</u> Nature of business association with Applicant: <u>Wholesaler and partner in our retail store.</u> _____ Name: <u>Mica Fears</u> Firm: <u>Heat Wave Stove and Spa</u> Title: <u>lead Technician</u> Address: <u>PO Box 502 Lyons CO 80540</u> Telephone: <u>720-988-3573</u> Nature of business association with Applicant: <u>Co-worker with JC at Heat Wave, friend, and business loan</u> _____ Name: _____ Firm: <u>Wells Fargo Bank</u> Title: <u>principal financial institution</u> Address: <u>88 Sterling Hwy, Homer AK 99603</u> Telephone: <u>235-8151</u> Nature of business association with Applicant: <u>Principal Financial Institution</u>
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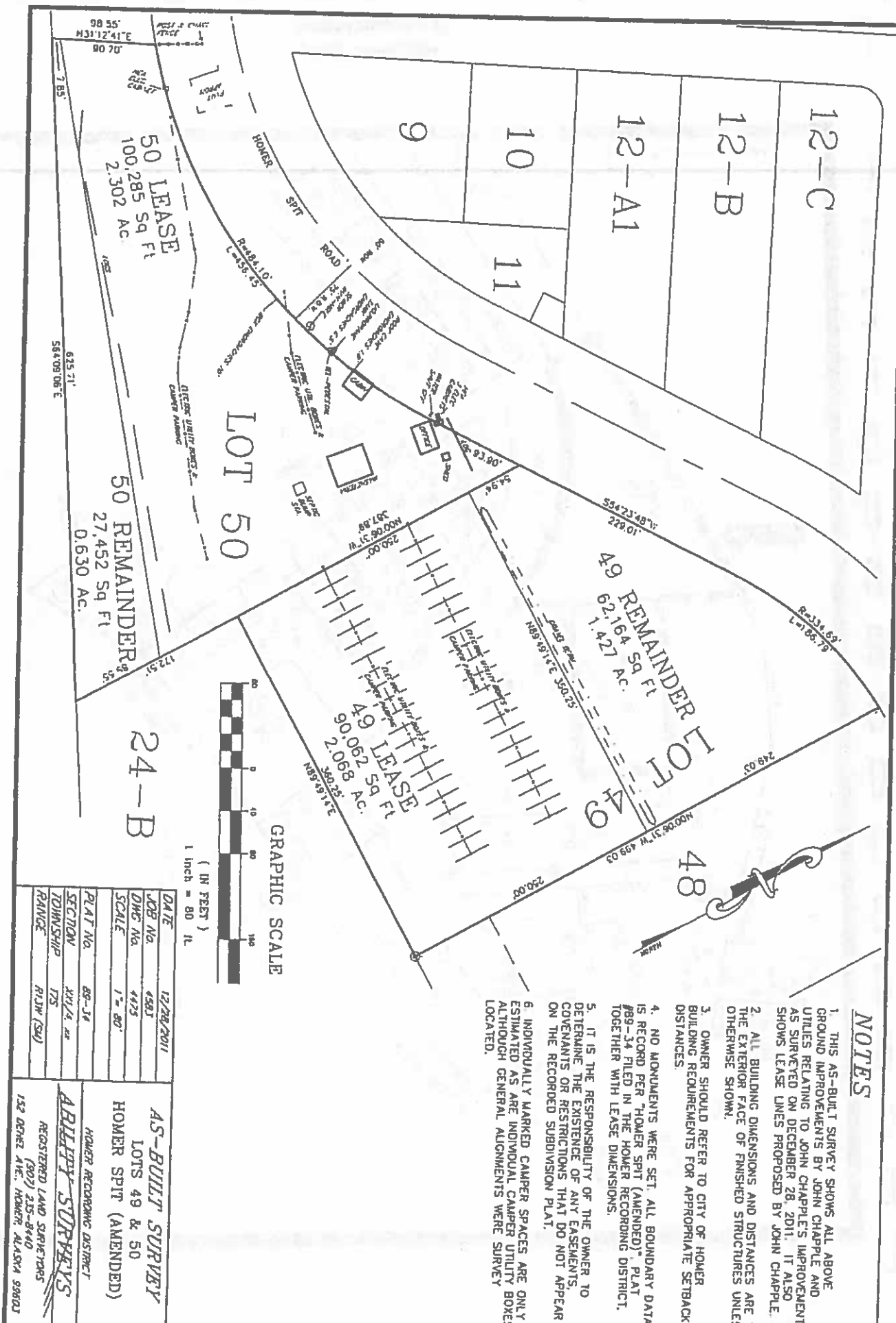
I hereby certify that the above information is true and correct to the best of my knowledge.

Signature:

Date:

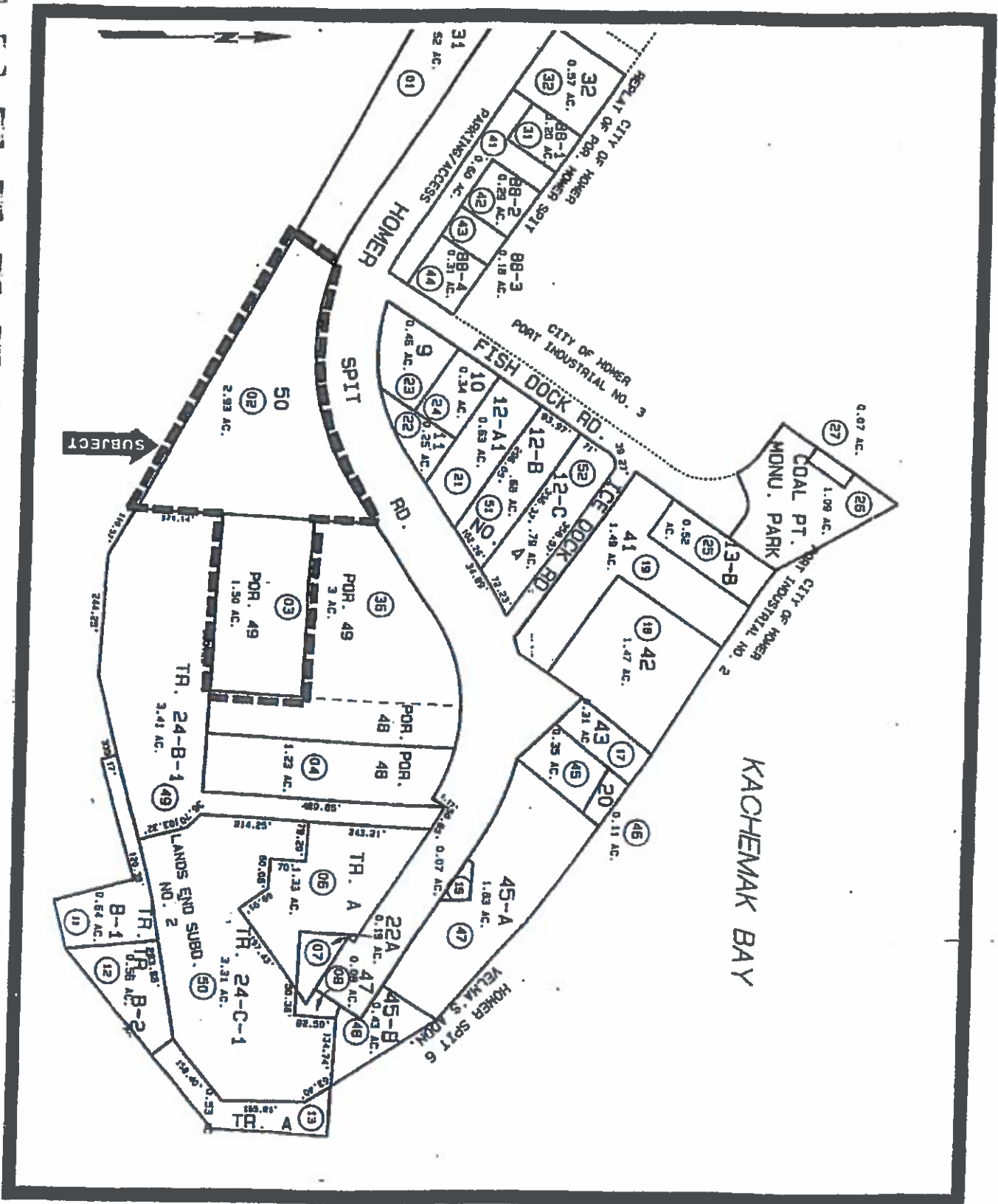


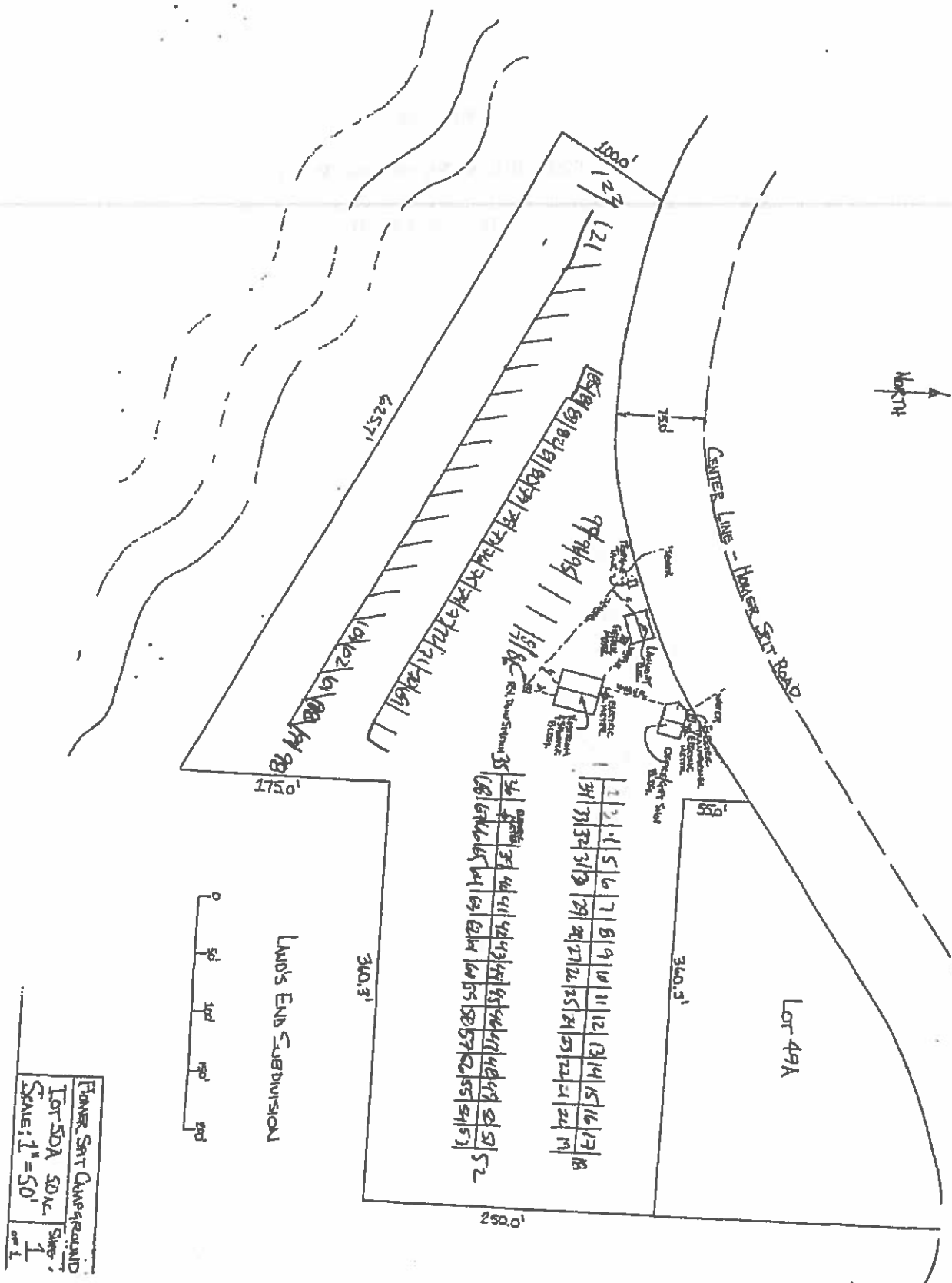
8/12/19



NOTES

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







HOMER03

OP ID: CW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

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

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

907-435-0699

PRODUCER
Coastline Insurance Agency
412 E Pioneer Ave, Ste 1
Homer, AK 99603
Malone And Company

CONTACT NAME: Malone And Company

PHONE (A/C, No, Ext): 907-435-0699

FAX (A/C, No): 907-435-0669

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Truxton Management Inc
Homer Spit Campground RV Park
PO Box 1196
Homer, AK 99603-1196

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		PHPK1966114	05/25/2019	05/25/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

City Of Homer is an Additional Insured under the general liability coverage

CERTIFICATE HOLDER

CANCELLATION

City Of Homer
491 E Pioneer Ave
Homer, AK 99603

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

AUTHORIZED REPRESENTATIVE

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

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

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

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

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

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

Oceana Skye Audett
John C. Chapple IV

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

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

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

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

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

Cheyenne Moseley, Sole Incorporator
LegalZoom.com, Inc.



THE STATE
of **ALASKA**

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

FOR DIVISION USE ONLY

Articles of Incorporation

Domestic Business Corporation

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

1 - Entity Name

Legal Name: Truxton Management, Inc.

2 - Purpose

Business management, DBAs in multiple industries

3 - NAICS Code

531190 - LESSORS OF OTHER REAL ESTATE PROPERTY

4 - Registered Agent

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

5 - Entity Addresses

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

6 - Shares

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

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

7 - Officials

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

Name of person completing this online application

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

Name: Cheyenne Moseley

Alaska Entity #10092446

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

Certificate of Incorporation

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

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

Truxton Management, Inc.



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

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

Mike Navarre
Commissioner

BYLAWS

OF

Truxton Management, Inc.,
an Alaska Corporation

ARTICLE I

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If no record date is fixed:

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

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

ARTICLE II

Board of Directors

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in the absence of the Chairman of the Board by the Vice Chairman of the Board of Directors, if any, or in their absence by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary, an Assistant Secretary, will act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or of such committee, as the case may be, shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 2.9. Compensation of Directors. The Board of Directors shall have the authority to fix the compensation of directors for services in any capacity.

ARTICLE III

Executive and Other Committees

Section 3.1. Executive and Other Committees of Directors. The Board of Directors, by resolution adopted by a majority of the authorized number of directors, may designate an executive committee and other committees, each consisting of two or more directors, to serve at the pleasure of the Board of Directors, and each of which, to the extent provided in the resolution but subject to the Alaska Business Corporation Act, will have all the authority of the Board.

The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Unless the Board of Directors otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board of Directors or a provision in the rules of such committee to the contrary, each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

Officers

Section 4.1. Officers; Election. As soon as practicable after the annual meeting of shareholders each year, the Board of Directors shall appoint a President, a Treasurer and a Secretary. The Board may also elect one or more Vice Presidents, one or more Assistant Secretaries, and such other officers as the Board may deem desirable or appropriate and may give any of them such further designations or alternate titles as it considers desirable. Any number of offices may be held by the same person.

Section 4.2. Term of Office; Resignation; Removal; Vacancies. Except as otherwise provided in the resolution of the Board of Directors electing any officer, each officer will hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Board or to the Chairman of the Board or the Secretary of the Corporation. Such resignation will take effect when the notice is delivered, unless the notice specifies a later time, and unless otherwise specified therein no acceptance of such resignation will be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal will be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election of an officer will not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

Section 4.3. Powers and Duties. The officers of the Corporation will have such powers and duties in the management of the Corporation as are stated in these bylaws or in a resolution of the Board of Directors that is not inconsistent with these bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Secretary will have the duty to record the proceedings of the meetings of the shareholders, the Board of Directors and any committees in a book to be kept for that purpose.

Section 4.4. Salaries. The salaries, compensation and other benefits, if any, of the officers will be fixed from time to time by the Board of Directors, and no officer will be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Corporation.

ARTICLE V

Forms of Certificates; Loss and Transfer of Shares

Section 5.1. Forms of Certificates. Every holder of shares in the Corporation is entitled to have a certificate signed in the name of the Corporation by (1) the President, any Vice President, Chairman of the Board or Vice Chairman, and by (2) the Chief Financial Officer, Treasurer, Assistant Treasurer, or Secretary of the Corporation, certifying the number of shares and the class or series of shares owned by such shareholder. If such certificate is manually signed by at least one officer or manually countersigned by a transfer agent or by a registrar, then any other signature on the certificate may be a facsimile signature. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Share Certificates; Issuance of New Certificates. The Corporation may issue a new share certificate or a new certificate for any other security in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

Records and Reports

Section 6.1. Shareholder Records. The Corporation shall keep at its principal executive office or at the office of its transfer agent or registrar a record of the names and addresses of all shareholders and the number and class of shares held by each shareholder.

Section 6.2. Corporate Documents and Bylaws. The Corporation shall keep at its principal executive office the original or a copy of the Articles of Incorporation and bylaws as amended which shall be open to inspection by the shareholders at all reasonable times during office hours. The Corporation shall, upon the written request of any shareholder, furnish to that shareholder a copy of the Articles of Incorporation or bylaws as amended to date.

Section 6.3. Minutes and Accounting Records. The minutes of proceedings of the shareholders, the Board of Directors, and committees of the Board, and the accounting books and records will be kept at the principal executive office of the Corporation, or at such other place or places as designated by the Board of Directors. The minutes will be kept in written form, and the accounting books and records will be kept either in written form or in a form capable of being converted into written form.

Section 6.4. Inspection by Directors. Subject to applicable Alaska law, every director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations for purposes relating to his or her status as director. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 6.5. Annual Report to Shareholders. Subject to the Alaska Business Corporation Act, for as long as the Corporation has fewer than the number of shareholders specified in the applicable statute, if any, any requirement of an annual report to shareholders is expressly waived. However, nothing in this provision shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the shareholders, as the Board considers appropriate.

At the annual meeting of shareholders, or the meeting held in lieu thereof, the Corporation shall lay before the shareholders a financial statement consisting of:

- a) A balance sheet containing a summary of the assets, liabilities, stated capital, if any, and surplus (showing separately any capital surplus arising from unrealized appreciation of assets, other capital surplus, and earned surplus) of the Corporation as of the end of the Corporation's most recent fiscal year, except that, if consolidated financial statements are laid before the shareholders, the consolidated balance sheet shall show separately or disclose by a note the amount of the consolidated surplus that does not constitute earned surplus of the Corporation or any of its subsidiaries and that is not classified as stated capital or capital surplus on the consolidated balance sheet; and
- b) A statement of profit and loss and surplus, including a summary of profits, dividends or distributions paid, and other changes in the surplus accounts of the Corporation for the period commencing with the date marking the end of the period for which the last preceding statement of profit and loss required under this Section was made and ending with the date of said balance sheet, or in the case of the first statement of profit and loss, from the incorporation of the Corporation to the date of said balance sheet.

Section 6.6. Financial Statements. The Corporation shall keep a copy of each annual financial statement, quarterly or other periodic income statement, and accompanying balance sheets prepared by the Corporation on file in the Corporation's principal office for 3 years. These documents shall be exhibited at all reasonable times, or copies provided, to any shareholder on demand.

Section 6.7. Form of Records. Any records maintained by the Corporation in the regular course of its business, with the exception of minutes of the proceedings of the shareholders, and of the Board of Directors and its committees, but including the Corporation's stock ledger and books of account, may be kept on, or be in the form of magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

ARTICLE VII

Miscellaneous

Section 7.1. Principal Executive or Business Offices. The Board of Directors shall fix the location of the principal executive office of the Corporation at any place either within or without the state of Alaska.

Section 7.2. Fiscal Year. The fiscal year of the Corporation must be determined by the Board of Directors.

Section 7.3. Seal. The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 7.4. Indemnification. The Corporation shall have the power to indemnify, to the maximum extent and in the manner permitted by the Alaska Business Corporation Act, each of its directors, officers, employees and agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that such person is or was an agent of the Corporation.

Section 7.5. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.6. Dividends. The Board of Directors may from time to time declare, and the Corporation may pay dividends on its outstanding shares in the manner and upon the terms and conditions provided by Alaska law and its Articles of Incorporation.

The Corporation or a subsidiary of the Corporation may not make a distribution to the Corporation's shareholders unless:

- a) the amount of the retained earnings of the Corporation immediately before the distribution equals or exceeds the amount of the proposed distribution; or
- b) immediately after giving effect to the distribution the:
 - (i) sum of the assets of the Corporation, exclusive of goodwill, capitalized research and development expenses, evidences of debts owing from directors or officers or secured by the Corporation's own shares, and deferred charges, would be at least equal to one and one-fourth times its liabilities, not including deferred taxes, deferred income, and other deferred credits; and
 - (ii) current assets of the Corporation would be at least equal to its current liabilities or, if the average of the earnings of the Corporation before taxes on income and before interest expense for the two preceding fiscal years was less than the average of the interest expense of the Corporation for those fiscal years, at least equal to one and one-fourth its current liabilities.

Section 7.7. Amendment of Bylaws. To the extent permitted by law, these bylaws may be amended or repealed, and new bylaws adopted, by the Board of Directors. The shareholders entitled to vote, however, retain the right to adopt additional bylaws and may amend or repeal any bylaw whether or not adopted by them.

[Remainder Intentionally Left Blank.]

ADOPTION OF BYLAWS BY SOLE INCORPORATOR

OF

Truxton Management, Inc.

The undersigned, as sole incorporator of Truxton Management, Inc., an Alaska corporation (the "Corporation"), hereby adopts the attached bylaws as the bylaws of the Corporation.

Executed as of August 12, 2019.

Cheyenne Moseley, Sole Incorporator
LegalZoom.com, Inc.

**CERTIFICATE BY SECRETARY OF ADOPTION
OF BYLAWS BY SOLE INCORPORATOR**

OF

Truxton Management, Inc.

The undersigned, John C. Chapple IV, as Secretary of Truxton Management, Inc., an Alaska corporation (the "Corporation"), hereby certifies the attached document is a true and complete copy of the bylaws of the Corporation and that such bylaws were duly adopted by the sole incorporator of the Corporation on the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of August 12, 2019.

John C. Chapple IV
Secretary

**ACTION BY UNANIMOUS WRITTEN CONSENT IN
LIEU OF FIRST MEETING BY THE BOARD OF DIRECTORS
OF**

**Truxton Management, Inc.,
an Alaska Corporation**

The undersigned, constituting all of the members of the board of directors (the "Board") of Truxton Management, Inc., an Alaska corporation (the Corporation), in lieu of holding a meeting of the Board, hereby consent to the taking of the actions set forth herein, and the approval and adoption of the following resolutions by this unanimous written consent ("Written Consent") pursuant to Section 10.06.475 of the Alaska Business Corporation Act:

Articles of Incorporation

RESOLVED, that the Articles of Incorporation of the Corporation filed with the Alaska Secretary of State hereby are adopted, ratified and affirmed in all respects.

RESOLVED FURTHER, that the Secretary of the Corporation is authorized and directed to insert a certified copy of the Articles of Incorporation in the Corporation's minute book.

Stock Issuance

RESOLVED, that the officers of the Corporation are hereby authorized to issue and sell shares of common stock of the Corporation, \$0.001 par value (the "Shares"), which the Board hereby determines to be the fair market value of the Corporation's common stock as of the date hereof, to each person named below (the "Shareholder"), in the amounts specified opposite each name in exchange for cash or contributed property as follows:

<u>Name of Shareholder</u>	<u>Number of Shares</u>	<u>Total Purchase Price(\$)</u>
Oceana Audett	9,000	\$9.00
John C. Chapple IV	1,000	\$1.00

RESOLVED FURTHER, that the Board hereby determines that the consideration to be received for the above-mentioned Shares is adequate for the Corporation's purposes, and that the sale and issuance of the Shares to each of the above-named persons shall be conditioned upon receipt by the Corporation of the purchase price of said Shares and final copies of all appropriate documentation required by Corporation.

RESOLVED FURTHER, that upon the issuance and sale in accordance with the foregoing resolutions, such Shares shall be validly issued, fully paid and non-assessable shares of common stock of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized and directed, for and on behalf of the Corporation, (i) to take all actions necessary to comply with applicable laws with respect to the sale and issuance of the Shares, (ii) to thereafter execute and deliver on behalf of the Corporation, pursuant to the authorization above, share certificates representing the Shares set forth above, and (iii) to take any such other action as they may deem necessary or appropriate to carry out the issuance of the Shares and intent of these resolutions.

Corporate Records and Minute Book

RESOLVED, that the officers of the Corporation are hereby authorized and directed to procure all corporate books, books of account and stock books that may be required by the laws of Alaska or of any foreign jurisdiction in which the Corporation may do business or which may be necessary or appropriate in connection with the business of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to maintain a minute book containing the Articles of Incorporation, as filed with and certified by the office of the Alaska Secretary of State and as may be amended from time to time, its Bylaws and any amendments thereto, and the minutes of any and all meetings and actions of the Board, Board committees and the Corporation's shareholders, together with such other documents, including this Written Consent, as the Corporation, the Board or the Corporation's shareholders shall from time to time direct and to ensure that an up to date copy is also kept at the principal executive office of the Corporation (as designated below).

Corporate Seal

RESOLVED, that the Corporation shall have a corporate seal in the form of two concentric circles with the name of the Corporation between the two circles and the year of incorporation and "Alaska" within the inner circle.

Shares Certificates

RESOLVED, that the form of Shares certificate attached hereto has been presented to the Board for review and is hereby approved and adopted as the form Shares certificate of the Corporation and the Secretary of the Corporation is directed to insert such form Shares certificate in the minute book of the Corporation.

Ratification of Actions by Incorporator

RESOLVED, that the Action by Written Consent of the Sole Incorporator dated August 12, 2019 and all actions taken by the Corporation's sole incorporator, LegalZoom.com, Inc. and its agents, in connection with the formation of the Corporation are hereby in all respects approved, ratified and affirmed for and on behalf of the Corporation.

Annual Accounting Period

RESOLVED, that until otherwise determined by the Board the fiscal year of the Corporation shall end on December 31.

Principal Executive Office

RESOLVED, that the principal executive office of the Corporation shall initially be located at 2875 Golden Plover Ave., Homer, Alaska 99603.

Bank Accounts

RESOLVED, that the officers of the Corporation are hereby authorized and directed to establish, maintain and close one or more accounts in the name of the Corporation for the funds of the Corporation with any federally insured bank or similar depository; to cause to be deposited, from time to time, in such accounts, such funds of the Corporation as such officer deems necessary or advisable, and to designate, change or revoke the designation, from time to time, of the officer or officers or agent or agents of the Corporation authorized to make such deposits and to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Corporation against any funds deposited in any of such accounts; and to make such rules and regulations with respect to such accounts as such officers may deem necessary or advisable, and to complete, execute and deliver any documents as banks and similar financial institutions customarily require to establish any such account and to exercise the authority granted by this resolution including, but not limited to, customary signature card forms and form banking resolutions.

RESOLVED FURTHER, that all form resolutions required by any such depository, if any, are adopted in such form used by such depository by this Board, and that the Secretary is authorized to certify such resolutions as having been adopted by the Board and directed to insert a copy of any such form resolutions in the minute book of the Corporation.

RESOLVED FURTHER, that any such depository to which a certified copy of these resolutions has been delivered by the Secretary of the Corporation is entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions, as adopted by the Board.

Qualification to do Business

RESOLVED, that the officers of the Corporation are hereby authorized and directed for and on behalf of the Corporation to take such action as they may deem necessary or advisable to effect the qualification of the Corporation to do business as a foreign corporation in each state that the officers may determine to be necessary or appropriate, or to withdraw from or terminate the Corporation's qualification to do business in any such state.

RESOLVED FURTHER, that any resolutions which in connection with the foregoing shall be certified by the Secretary of the Corporation as having been adopted by the Board pursuant to this Written Consent shall be deemed adopted pursuant to this Written Consent with the same force and effect as if presented to the Board and adopted thereby on the date of this Written Consent, and shall be included in the minute book of the Corporation.

Payment of Expenses

RESOLVED, that the officers of the Corporation are hereby authorized and directed to pay all expenses of the incorporation and organization of the Corporation, including reimbursing any person for such person's verifiable expenses therefor.

Agent for Service of Process in Alaska

RESOLVED, that United States Corporation Agents, Inc. shall be appointed the Corporation's agent for service of process in Alaska.

Subchapter S Election

RESOLVED, that the Corporation shall elect to be treated as a "small business corporation" for income tax purposes under Subchapter S of Chapter 1 of the Internal Revenue Code of 1986, and under the parallel provisions of the laws of the state of Alaska and that the officers of the Corporation are hereby authorized and directed to complete and file or cause to be filed an Election by a Small Business Corporation with the Internal Revenue Service pursuant to Section 1362(a) of the Internal Revenue Code and obtain the written consent of each shareholder of the Corporation to such Subchapter S election and file such consent at the same time as the Election by a Small Business Corporation, or within an extended period of time as may be granted by the Internal Revenue Service.

Authorization of Further Actions

RESOLVED, that the officers of the Corporation are, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to execute all documents and to take all further actions they may deem necessary, appropriate or advisable to effect the purposes of each of the foregoing resolutions.

RESOLVED, that any and all actions taken by any officer of the Corporation in connection with the matters contemplated by the foregoing resolutions are hereby approved, ratified and confirmed in all respects as fully as if such actions had been presented to the Board for approval prior to such actions being taken.

IN WITNESS WHEREOF, each of the undersigned, being all the directors of the Corporation, has executed this Written Consent as of the date set forth below.

Date: August 12, 2019

Directors:

Oceana Skye Audett

John C. Chapple IV

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

HOMER SPIT CAMPGROUND

1024 SYCAMORE AVE BOULDER CO 80303

owned by

TRUXTON MANAGEMENT, INC.

is licensed by the department to conduct business for the period

February 13, 2019 through December 31, 2019
for the following line of business:

53 - Real Estate, Rental and Leasing

This license shall not be taken as permission to do business in the state without
having complied with the other requirements of the laws of the State or of the United States.This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson



Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Truxton Management, Inc.

Entity Type: Business Corporation

Entity #: 10092446

Status: Good Standing

AK Formed Date: 10/4/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: N/A [File Initial Report](#)

Entity Mailing Address: 903 CYPRESS DR, BOULDER, CO 80303

Entity Physical Address: 4535 HOMER SPIT RD, HOMER, AK 99603

Registered Agent

Agent Name: United States Corporation Agents, Inc.

Registered Mailing Address: 310 K ST SUITE 200, ANCHORAGE, AK 99501

Registered Physical Address: 310 K ST SUITE 200, ANCHORAGE, AK 99501

Officials

☐ Show Former (None on file)

AK Entity #	Name	Titles	Owned
	John Chapple	Incorporator	
	Oceana Skye Audett	Incorporator	

Filed Documents

Date Filed	Type	Filing	Certificate
10/04/2018	Creation Filing	Click to View	Click to View
4/08/2019	Entity Address Change	Click to View	

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**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 19-0xx

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A LEASE ASSIGNMENT FROM JOHN AND MARGARET CHAPPLE, HOMER SPIT CAMPGROUND TO TRUXTON MANAGEMENT, AN ALASKA DOMESTIC BUSINESS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS FOR AN ASSIGNMENT OF THE REMAINING TERM OF 7 YEARS WITH OPTIONS FOR TWO CONSECUTIVE THREE YEAR RENEWALS FOR A PORTION OF LOT 49 HOMER SPIT SUBDIVISION AMENDED ACCORDING TO PLAT NO. 89-034 AND LOT 50 ACCORDING TO PLAT NO. 89-034.

WHEREAS, Truxton Management applied to transfer the Homer Spit Campground/Chapple lease to Truxton management, requesting no changes to the current lease contract; and

WHEREAS, Truxton Management submitted a complete application pursuant to Homer City Code (HCC) 18; and

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

WHEREAS, The Port and Harbor Advisory Commission, on August 28 2019, reviewed the application pursuant HCC 18.08.060 and recommend _____; and

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

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the lease assignment of the Homer Spit Campground/Chapple lease from John and Margaret Chapple to Truxton Management, and authorizes the City Manager to execute appropriate documents for the assignment of the remaining term of 7 years with options for two consecutive three year renewals for a portion of Lot 49 Homer Spit Subdivision Amended According to Plat No 89-034 and Lot 50 Homer Spit Subdivision Amended According to Plat No. 89-034 to Truxton Management.

PASSED AND ADOPTED by the Homer City Council this ____ day of _____, 2019.

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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND

TRUXTON MANAGEMENT, INC

Dated October 1, 2019

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT (“Lease”) dated as of October 1, 2019, between the CITY OF HOMER, an Alaska municipal corporation (“Landlord”), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and TRUXTON MANAGEMENT, INC, a State of Alaska corporation (“Tenant”), whose address is PO Box 1196, Homer, Alaska 99603.

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

RECITALS

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

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

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

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

ARTICLE 1. DEFINITIONS AND ATTACHMENTS

1.01 Definitions. As used herein, the term:

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

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

(c) “Base Rent” is defined in Section 4.01.

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

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

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

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

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

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

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

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

(l) “Initial Term” is defined in Section 3.01.

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

(n) “Leasehold Mortgage” is defined in Section 13.01.

(o) “Property” is defined in Section 2.01.

(p) “Rent” means Base Rent plus any Additional Rent.

(q) “Qualified Mortgagee” is defined in Section 13.03.

(r) “Required Improvements” is defined in Section 6.02.

(s) “Term” means the Initial Term plus any Extended Term.

1.02 Attachments. The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto and all documents, policies and

endorsements delivered hereunder, including without limitation all copies of required insurance policies and/or endorsements, shall be deemed to be a part hereof:

Exhibit “A” Schedule of Organization, Owners, Percentage of Ownership

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

Exhibit “C” Legal Description of Property

Exhibit “D” Tenant’s Lease Proposal

Exhibit “E-1” and “E-2” Site Plan

Exhibit “F” Permission to Obtain Insurance Policies

ARTICLE 2. THE PROPERTY

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

A portion of Lot 49, Homer Spit Subdivision Amended, according to Plat No. 89-034, Homer Recording District, State of Alaska, as depicted on **Exhibit E-1**, containing 90,062 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103403; and

Lot 50, Homer Spit Subdivision Amended, according to Plat No. 89-034, Homer Recording District, State of Alaska, consisting of approximately 100, 285 square feet, also known as Kenai Peninsula Borough Tax Parcel No. 18103402

as depicted on **Exhibit E-1**, containing a combined total of 190, 347 square feet, more or less, as seen on **Exhibit E-2** (the As-Built Survey dated 12/28/11) subject, however, to reservations, restrictions, easements and encumbrances of record, and to encroachments that may be revealed by an inspection of the Property.

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

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

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

ARTICLE 3. TERM

3.01 Lease Term. The term of this Lease is 7 years and 3 months, commencing on October 1, 2019, and ending on December 31, 2026 (the “Term”).

3.02 Lease Renewal.

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

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

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

3.05. Options to Extend Lease Term.

(a) At its option and in its sole discretion, Tenant may seek to extend the Term for two (2) additional, three year terms (each an “Extended Term”), provided that:

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

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

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. Tenant shall pay to Landlord an initial annual rent of \$42,473.44 (as such may later be adjusted per the terms of this Lease, the “Base Rent”). Base Rent is payable in four (4) equal installments of \$10,618.36, plus sales and all other taxes Landlord is authorized or obligated to collect on such transactions, on June 1, July 1, August 1, and September 1 at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603, or at such other place as Landlord

may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02.

4.02 Rent Adjustments.

(a) **Five-Year Appraised Rent Adjustments.** On January 1st, 2022 and every fifth year of the Term, and in every fifth year thereafter, Landlord will obtain an appraisal by a qualified real estate appraiser of the fair rental value of the Property as if privately owned in fee simple, excluding the value of alterations, additions or improvements (other than utilities) made by Tenant (or by Tenant's predecessors under the Lease, if Tenant is party to this Lease by assignment). Following receipt of each such appraisal, the Base Rent will be adjusted (the "Five Year Rent Adjustment"), effective on the anniversary of the commencement of the term (each such date is a "Five Year Rent Adjustment Date"), to an amount equal to the greater of (1) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, or (2) the Base Rent in effect immediately before the Five Year Rent Adjustment Date. The Base Rent as adjusted on a Five Year Rent Adjustment Date thereafter shall be the Base Rent.

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

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

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

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

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

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

ARTICLE 5. SECURITY INTEREST

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

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

ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

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

6.02 Required Improvements. Tenant shall, at Tenant's sole expense, construct, and at all times during the Term keep and maintain as the minimum development on the Property the Required Improvements as described on Exhibit D and as depicted more specifically in the site plan in **Exhibit E-1, Exhibit E-2, and Exhibit F**, respectively. If the Required Improvements are not in place at the commencement of the Term, Tenant shall commence construction of the Required Improvements within one year after the date of commencement of the Term, prosecute the construction of the Required Improvements with diligence, and Complete construction of the Required Improvements within one additional year.

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

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

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

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

- (1) Proof that all applicable federal, state and local permits required for the construction have been obtained.
- (2) For construction, alteration or restoration of Required Improvements, a current certificate of insurance with the coverages specified in Section 9.04(c).

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

6.05 Additional and Replacement Improvements.

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

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

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

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

6.08 Disposition of Improvements at End of Term.

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

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

structurally sound and in good condition, and Landlord shall not have or obtain any ownership interest in such buildings, fixtures and improvements by reason of this Lease.

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

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

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

ARTICLE 7. CARE AND USE OF THE PROPERTY

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

7.02 Repair of Improvements.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8. ASSIGNMENT AND SUBLEASE

8.01 Assignment or Sublease Absent Consent is Void.

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

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

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

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

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

ARTICLE 9. LIABILITY, INDEMNITY AND INSURANCE

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

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

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

9.04 Insurance Requirements.

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

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

- (1) Comprehensive general liability insurance with limits of liability not less than a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall also be endorsed to provide contractual liability insuring Tenant's obligations to indemnify under this Lease.
- (2) Comprehensive automobile liability covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 occurrence combined single limit for bodily injury and property damage.
- (3) Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than \$1,000,000 per person, \$1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of Landlord.

- (4) Based on the authorized uses of the Property stated in Section 6.01, environmental insurance is not required. However, if Tenant uses the Property, with or without authorization from the Landlord, for purposes other than those stated in paragraph Section 6.01, if Landlord so elects, and within 10 days after Landlord gives notice of such election, Tenant shall procure and at all times thereafter maintain, at its expense, environmental remediation and environmental impairment liability, including sudden and accidental coverage, gradual pollution coverage, and clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property, with coverage limits not less than \$1,000,000 for any one accident or occurrence. Coverage shall extend to loss arising as a result of the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.
- (5) Property insurance covering the Required Improvements described in Section 6.02 in an amount not less than full replacement cost of the Required Improvements. This policy shall include boiler and machinery coverage.
- (c) During any construction of the Required Improvements and during any subsequent alteration or restoration of the Required Improvements at a cost in excess of \$250,000 per job, Tenant shall maintain builder's risk insurance in an amount equal to the completed value of the project.
- (d) Tenant shall furnish Landlord with certificates evidencing the required insurance not later than the date as of which this Lease requires the insurance to be in effect, and the provision of any such certificates due at or prior to the commencement of the Term shall be a condition precedent to the commencement of the Term. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced, without at least 30 days' prior written notice to Landlord. Landlord shall be named as an additional insured under all policies of liability insurance required of Tenant. Landlord's acceptance of a deficient certificate of insurance does not waive any insurance requirement in this Lease. Tenant also shall grant Landlord permission to obtain copies of insurance policies from all insurers providing required coverage to Tenant by executing and delivering to Landlord such authorizations substantially in the form of **Exhibit F** as Landlord may request.

ARTICLE 10. ENVIRONMENTAL MATTERS

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

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

10.03 Compliance with Environmental Laws. Tenant at all times and in all respects shall comply, and will use its best efforts to cause all tenants, subtenants and other users and occupants of the Property to comply, with all Environmental Laws, including without limitation the duty to undertake the following specific actions: (i) Tenant shall, at its own expense, procure, maintain in

effect and comply with all conditions of, any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, all Hazardous Substances from or on the Property to be treated and/or disposed of by Tenant will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

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

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

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

10.07 Survival of Obligations. The obligations of Tenant in this Article, including without limitation the indemnity provided for in Section 10.06, are separate and distinct obligations from

Tenant's obligations otherwise provided for herein and shall continue in effect after the expiration of the Term.

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

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

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

ARTICLE 11. CONDEMNATION

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

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

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

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

ARTICLE 12. DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

- (1) from time to time, an amount equal to the sum of all Base Rent and other sums that have become due and remain unpaid, less the rent, if any, collected by Landlord on reletting the Property reduced by the amount of all expenses incurred by Landlord in connection with reletting the Property; or
- (2) immediately upon Tenant's default, an amount equal to the difference between the Base Rent and the fair rental value of the Property for the remainder of the Term, discounted to the date of such default at a rate per annum equal to the rate at which Landlord could borrow funds for the same period as of the date of such default.

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

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

ARTICLE 13. LEASEHOLD MORTGAGES

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

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

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

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

13.05 Notice to Qualified Mortgagee.

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

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

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

13.06 Performance of Tenant Obligations.

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

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

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

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

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

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

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

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

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

ARTICLE 14. GENERAL PROVISIONS

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

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

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

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

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

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

Truxton Management, Inc.
Attn: JC Chapple/Oceana Audett
PO Box 1196
Homer, Alaska 99603
Email: truxtonmanagement@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

14.15 Attorney's Fees.

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

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

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

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

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

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

14.20 Prior Lease Amended And Superseded. Landlord and Tenant are parties to a prior lease affecting the Property dated January 1, 2012, the ground lease and security agreement of which has been recorded in the records of the Homer Recording District under Document No. 2014-001306-0 (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of October 1, 2019, and on and after that date the Prior Lease shall have no force or effect, except that it shall remain in effect as to events, rights, obligations, or remedies arising or accruing under the Prior Lease prior to that date.

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

Landlord:

Tenant:

CITY OF HOMER

TRUXTON MANAGEMENT, INC

By: _____
Katie Koester, City Manager

JC Chapple, Co-owner

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 20__, by Katie Koester, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 20_, by
JC Chapple, as Co-Owner of Truxton Management, Inc on behalf of Truxton Management Inc.

Notary Public in and for Alaska

My Commission Expires: _____

DRAFT

EXHIBIT A

SCHEDULE OF ORGANIZATION, OWNERS, PERCENTAGE OF OWNERSHIP

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

The shareholders and their percentage of ownership are as follows:

Name: Oceana Audett	90%
Address: 9142 Browning Dr., Huntington, Beach, CA 92646	
Name: John C. Chapple IV	10%
Address: 9142 Browning Dr., Huntington, Beach, CA 92646	
TOTAL	100 %

EXHIBIT B

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

DRAFT

EXHIBIT C
LOCATION OF PROPERTY
(Section 2.01)

DRAFT

EXHIBIT D

TENANT'S PROPOSED USE OF THE PROPERTY

(Section 6.01)

Tenant's proposed use of the Property is for a campground and RV parking.

DRAFT

EXHIBIT E

SITE PLANS

(Section 6.02)

DRAFT

EXHIBIT F

PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

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

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

Date: _____

TENANT NAME: TRUXTON MANAGEMENT, INC

By: _____

_____ (printed name)

_____ (title)



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Memorandum

TO: PORT AND HARBOR COMMISSION
FROM: RICK ABBOUD, AICP, CITY PLANNER
DATE: AUGUST 20, 2019
SUBJECT: BOAT RELATED USES IN THE MARINE INDUSTRIAL DISTRICT

The Planning Commission has reviewed the proposed ordinance and wishes to have the Port and Harbor Commission comment prior to holding a public hearing and making a recommendation to the City Council.

Boat uses in the Marine Industrial District (MI)

This issue was introduced to the Planning Commission in Staff Report 19-71. Currently permitted activities (those that do not require a CUP) in the MI District include marine equipment sales, rentals, service, repair and storage, while boats sales, rentals, service, repair and storage, and boat manufacturing are a conditional uses.

The Planning Office and Commission feel that the code is inconsistent as boat uses are a subset of marine equipment yet they are held to an additional level of permitting. In order to facilitate a more assured and less cumbersome permitting process, we are proposing that boating uses in the MI district be moved from conditionally permitted uses to permitted uses.

STAFF RECOMMENDATION

Please discuss the proposal and make a motion with a recommendation to the Planning Commission/City Council regarding support.

Attached: Staff Report 19-71 to Planning Commission
Draft Ordinance 19-xx Boat Activities in MI
Planning Commission Minutes Excerpt for August 7, 2019



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Staff Report PL 19-71

TO: Homer Advisory Planning Commission
FROM: Rick Abboud, City Planner
DATE: August 7, 2019
SUBJECT: Boat sales, rentals, service, repair and storage, and boat manufacturing in the MI District

Introduction

It has come to my attention that **boat sales, rentals, service, repair and storage, and boat manufacturing** in the Marine Industrial District is a conditional use, while marine equipment sales, rentals, service, repair and storage is a permitted use.

Analysis

We may want to start with the purpose of the district: *The purpose of the Marine Industrial District is primarily to provide adequate space for those water-dependent industrial uses that require direct marine access for their operation, such as fishing, fish processing, marine transportation, off-shore oil development and tourism, giving priority to those water-dependent uses over other industrial, commercial and recreational uses.*

Using traditional definitions, one would consider boats a subset of marine equipment. This would mean that anything used for an activity on/in the water including most items found in/or on a boat are allowed to be sold, rented, serviced, repaired or stored without gaining a CUP.

I am looking for input as to why we would have these items as a CUP and am proposing that we consider making them a permitted use. This fix in code would be as simple as moving the item from HCC 21.30.030 to 21.30.020. My general thought is that these uses are a good fit for the Marine Industrial District and should be allowed as a permitted use until a CUP might be required for >8000 square feet of building area or exceeding 70% of lot building area.

Staff Recommendation

Discuss the item and pass any recommendations to the Port and Harbor Commission for comment.

**CITY OF HOMER
HOMER, ALASKA**

Planning

ORDINANCE 19-xx

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
REMOVING BOAT SALES, RENTALS, SERVICE, REPAIR AND
STORAGE, AND BOAT MANUFACTURING AS A CONDITIONAL USE
PER 21.30.030 AND ADDING IT AS PERMITTED USE IN THE MARINE
INDUSTRIAL DISTRICT PER 21.30.020.

WHEREAS, the 2011 Homer Spit Comprehensive Plan encourages development related
to the boating industries; and

WHEREAS, 2018 Homer Comprehensive Plan Economic Vitality Chapter objectives
include promoting the marine trades; and

WHEREAS, Marine equipment sales, rentals, service, repair and storage are permitted
uses in the Marine Industrial District; and

WHEREAS, the Marine Industrial Use District has adopted nuisance standards; and

WHEREAS, .

NOW THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code 21.30.020, Permitted uses and structures is hereby adopted to
read as follows:

The following uses are permitted outright in the Marine Industrial District, except when such
use requires a conditional use permit by reason of size, traffic volumes, or other reasons set
forth in this chapter:

- a. Port and harbor facilities;
- b. Manufacturing, processing and packing of sea products;
- c. Cold storage;
- d. Dry docks;
- e. Wharves and docks, marine loading facilities, ferry terminals, marine railways;

- f. Marine equipment sales, rentals, service, repair and storage;
- g. Boat launching or moorage facilities, marinas, boat charter services;
- h. Warehouse and marshaling yards for storing goods awaiting transfer to marine vessels or off-loaded from a marine vessel and awaiting immediate pickup by land-based transportation;
- i. Mobile food services;
- j. Itinerant merchants, provided all activities shall be limited to uses permitted outright under this zoning district;
- k. Recreational vehicle parks, provided they shall conform to the standards in Chapter 21.54 HCC;
- l. Caretaker, business owner or employee housing as an accessory use to a primary use, and limited to no more than 50 percent of the floor area of a building and for use by an occupant for more than 30 consecutive days;
- m. More than one building containing a permitted principal use on a lot;
- n. Restaurant as an accessory use;
- o. Parks;
- p. As an accessory use, one small wind energy system per lot.

q. Boat sales, rentals, service, repair and storage, and boat manufacturing;

Section 2: Homer City Code 21.30.030, Conditional uses and structures is hereby adopted to read as follows:

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

- a. Planned unit development, limited to water-dependent or water-related uses and excluding all dwellings;
- ~~b. Boat sales, rentals, service, repair and storage, and boat manufacturing;~~
- ~~c.~~ b. Extractive enterprises related to other uses permitted in the district;

[Bold and underlined added. Deleted language stricken through

~~dc.~~ Campgrounds;

~~ed.~~ Bulk petroleum storage;

~~fe.~~ Helipads;

~~gf.~~ Heliports;

~~hg.~~ Indoor recreational facilities;

~~ih.~~ Outdoor recreational facilities;

~~ji.~~ Public utility facilities and structures;

~~kj.~~ The location of a building within a setback area required by HCC 21.30.040(b). In addition to meeting the criteria for a conditional use permit under HCC 21.71.030, the building must meet the following standards:

1. Not have a greater negative effect on the value of the adjoining property than a building located outside the setback area; and

2. Have a design that is compatible with that of the structures on the adjoining property.

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

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

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

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YES:
NO:
ABSTAIN:
ABSENT:

First Reading:
Public Hearing:
Second Reading:
Effective Date:

Reviewed and approved as to form:

Mary K. Koester, City Manager

Date:_____

Holly Wells, City Attorney

Date:_____

A. Staff Report 19-71, Draft Ordinance 19-xx Amending HCC 21.30 Marine Industrial District to change “Boat sales, rentals, service, repair and storage, and boat manufacturing” from a conditional use to a permitted use.

Chair Venuti introduced the item by reading of the title.

City Planner Abboud reviewed Staff Report 19-71 for the Commission. He noted that it would be expected to consider boats as a subject of marine equipment but for some reason it has been called out in city code. He would like this to be a permitted use as he could not find a valid reason for a conditional use permit requirement. It still would require a CUP for anything over 8000 square feet, or exceeding 70% of the building lot area.

BENTZ/HIGHLAND - MOVED TO AMEND HOMER CITY CODE TO ALLOW BOAT SALES, RENTALS, SERVICE, REPAIR, STORAGE AND BOAT MANUFACTURING AS A PERMITTED USE IN THE MARINE INDUSTRIAL DISTRICT AND REFER TO THE PORT AND HARBOR ADVISORY COMMISSION FOR COMMENT.

A brief discussion on the idea that boats are not consider marine equipment in current city code was held and that it appeared counter to the

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

INFORMATIONAL MATERIALS

- A. City Manager’s Report for the July 22, 2019 Homer City Council meeting
- B. Kenai Peninsula Borough Notice of Decision for Northern Enterprises No. 3 Preliminary Plat

COMMENTS OF THE AUDIENCE

COMMENTS OF THE STAFF

City Planner Abboud commented on being remiss in not having the Commission elections on this agenda and will make sure it is on the next agenda.

A brief discussion ensued regarding applicants for the vacancy and the Commission expressed a preference to waiting for their appointment and holding elections at the first meeting in September.

Deputy City Clerk Krause expressed her appreciation for the Commission allowing her to assist them in word-smithing their recommendations on Ordinance 19-19(S) and commented that they were able to get a lot done in a short time period.



North Pacific Fisheries Association, NPFA

P.O. Box 796 Homer, AK 99669

npfahomer@gmail.com

July 24, 2019

Homer Community Leaders,

North Pacific Fisheries Association (NPFA) has been around since 1955, comprised of over 65 multi-gear, multi-species commercial fishing business owners, their families and crew. We do our best to represent our membership, but also support Homer in whatever way we can. You may have seen some of our advertisements or banners mentioning “local commercial fishermen supporting the community”. Homer is our home.

As many of you know, there will be a North Pacific Fishery Management Council (NPFMC or “the Council”) meeting September 30 through October 9 in Homer. The bulk of the meeting will take place at Land’s End Resort, while some of the meetings will also take place at the Best Western Bidarka. The Council is a body established by the Magnusen-Stevens Act which was passed in the 70’s setting up regional Councils across our nation to make policy decisions that impact federal fisheries and stocks nation-wide.

The North Pacific Council coming to Homer is a big deal. This is their first time here for a full Council meeting. Our community is made up of a great number of commercial and sport fishing business owners, captains, crew members, marine trades, and concerned citizens. These meetings impact Homer directly, and it is our chance to throw out the welcome mat and shake the hands of those who make management decisions that impact the ebb and flow of our local economy and culture. Participation in these meetings requires a more formal process which I would be happy to discuss with anyone who is interested in making public comment, or you can check out their website at www.npfmc.org.

I have received several requests to put together some facts and figures to help our community better understand this event or potentially even prepare them for business decisions they may make knowing that the Council body, stakeholders and various industry influencers will be present. Please see the following and if you have any questions, please do not hesitate to contact myself, Malcolm Milne (NPFA, President) or any of our members. We are happy to answer any questions that you may have.

Thank you for your time,

Abigail Turner-Franke
Project Coordinator, **NPFA**



North Pacific Fisheries Association, NPFA

P.O. Box 796 Homer, AK 99669

npfahomer@gmail.com

North Pacific Fishery Management Council (NPFMC , or The Council)

David Witherell, Executive Director

Diana Evans, Deputy Director

Altogether Council staff total: **16 employees**

The Council: 16 members, some of whom come with support staff.

The Industry Advisory Panel (AP): 22 members

The Science and Statistical Committee (SSC): 19 members

Alaska Fisheries Science Center: 10 staff regularly represented at meetings.

National Marine Fisheries Service: 10 staff regularly represented at meetings.

The above numbers are in regular attendance at meetings: Approximately 77.

Approximately 65-70 stakeholders are in regular attendance. For example, in the Council meeting room alone, the audience must have at least 70 chairs. This does not include seating in the AP or SSC meeting rooms which take place on a bit of an overlapping schedule.

Typically, the NPFMC rents 2,500 sq ft for the Council, 2,000 sq ft for the AP and 1,900 sq ft for the SSC. **Combined, that is a meeting space requirement of 6,400 sq ft.** This does not include community meetings and events. Several of which will be taking place during the October meeting.

Most major Council events/receptions require space for at least 150 people.

Average number of hotel room nights during meetings: 500

Dream it, Plan it, Build it

AAHPA Conference

September 30th – October 4th

Monday September 30th - Travel

- 9 am AAHPA Board of Directors Strategic Planning – **Sponsored by R&M Consultants**
- 1 pm Optional Tour: Whale Watching Trip – **Gastineau Guiding**
- 4:30 to 8 pm Welcome Reception – Buoy Deck – **Hors d' oeuvres – HDR & Hosted Bar – Global Diving**

Tuesday October 1st

- 8 am Breakfast – **Moffatt & Nichol**
- 8:15 am Welcome & Conference Activities
President Peterson – Central Council Tlingit & Haida Indian Tribes of Alaska (Invited)
Mayor Beth Weldon – Mayor City & Borough of Juneau (Invited)
Don Etheridge - CBJ Harbor Board Chair (Invited)

9:00 am History of Juneau – Gary Gillette (Port of Juneau)

9:30 am Building the Juneau Waterfront – Carl Uchytel (Port of Juneau)

10:15 am Networking Break – **Sponsored by R&M Consultants**

10:30 am Call of the Sustaining Members

Noon – 1:00 Lunch - Governor Dunleavy (invited) - **SPONSORSHIP AVAILABLE - \$2,500**

1:00 pm Thinking Big Thoughts - Planning your waterfront future
Rorie Watt – Manager, City & Borough of Juneau
Ronny McPherson - HDR

Speakers will provide insight to visualizing successful projects. Where does the inspirations for projects come from? How do successful projects get the necessary public buy-in to move forward?

2:00 pm Executing effective Public Outreach
Chris Mertl – Corvus Design

What does an effective community public meeting look like? How to avoid pitfalls and tips to keep the vocal minority from coopting an otherwise well planned gathering. Learn workshop techniques to build a defensible process in advancing the goals of your project.

2:45 pm Innovative Revenue Ideas

Dream it, Plan it, Build it

AAHPA Conference

September 30th – October 4th

Michael Fisher – Northern Economics

Non-typical port/harbor fund generation – Poll members on how they generate income a part from typical tariffs to spark ideas on non-typical income sources. Share innovative ideas and stories.

3:30 pm Networking Break– **Sponsored by Port of Alaska**

3:30 pm Call of the Ports

5 pm Break – Sustaining Members Reception

Evening Scavenger Hunt

Wednesday October 2nd

7:45 am Breakfast **SPONSORSHIP AVAILABLE \$1,800**

8:00 am Welcome & Conference Activities
Nils Andreassen – Alaska Municipal League

8:15 am Project Communications and leveraging effective Social Media
Lisa Phu – City & Borough of Juneau Public Information Officer
Josie Wilson - HDR

Transparent communications and communicating through social media is an absolute imperative in the 21st Century. How does one build support for project and galvanize the community and decision makers? What does a successful communications plan look like and how should you avoid pitfalls.

9:00 am Communicating with your Boards & Elected officials
Kevin Jardell - City & Borough of Juneau State Lobbyist
Katie Kachel - City & Borough of Juneau Federal Lobbyist
Dana Herndon – Local representative for Senator Murkowski and Senator Sullivan

9:45 am Networking Break - **SPONSORSHIP AVAILABLE \$500**

10:00 am Federal Grant Opportunity Panel
Tim Pickering - MARAD
Paul Bauer – US DOT
Bruce Sexauer – USACE, Alaska District
Paul Cyr - ADF&G

Dream it, Plan it, Build it

AAHPA Conference

September 30th – October 4th

Each invited federal agency will be provided with 10-15 minutes to outline programs which ports/harbors could leverage in building out or recapitalizing existing facilities. The remainder of the time will be a panel dialogue with questions from the attendees. Programs including BUILD, INFRA, MARAD Port Infrastructure Grant and Dingle-Johnson Sportfish funding will be shared.

11:30 am ADOT Harbor Grant Unveil
Jim Potdevin – ADOT

Noon – 1:00 Lunch (ADOT Commissioner MacKinnon) **SPONSORSHIP AVAILABLE \$2,500**

1:00 pm Seismic Resilience Planning for Alaska Ports and Harbors
John Daly – R&M Engineers

Background on Alaska earthquakes including the November 30, 2018 event. Identification of ports and harbors as an important lifeline. Typical seismic risks for ports and harbors - what is likely to happen and mitigation of risks - what to do about it.

1:45 pm Webinar: Tsunami effects on Ports and Harbors
Dr. Patrick Lynett – University of Southern California

2:30 pm Networking Break **Sponsored by R&M Consultants**

2:45 pm USACE/NMFS Permitting and Planning
Randy Vigil & Matthew Brody – USACE Regulatory Branch Juneau

What is the new normal in Alaska when it comes to permitting in-water construction projects? Presenters from the US Army Corps of Engineers – Regulatory Division in Juneau will discuss what you need to know to properly manage schedule and expectations with your constituents.

3:15 pm Coordination, Cooperation & Communication - Keys to Successful Mega-Project Execution
John DeMuth – PND Engineers
TBD - Concrete Tech

Presenters will share successful lessons learned from the largest public works project completed by the City & Borough of Juneau. The \$54M new cruise ship docks (aka 16B Project) was completed on time over two consecutive winters with change orders amounting to only 0.12%. The presentation will culminate with a tour of the recently completed cruise ship dock project and walk-by of the ongoing Archipelago construction site.

Dream it, Plan it, Build it

AAHPA Conference

September 30th – October 4th

TBD	Walk to Cruise Ship (via Cruise Ship Field Trip)
5-7 pm	Cocktails on Cruise Ship NORWEGIAN JEWEL
Thursday	October 3rd
7:45 am	Breakfast SPONSORSHIP AVAILABLE \$1,800
8:00 am	Welcome & Conference Activities – Call of the Ports
8:45 am	Tourism Best Management Practices /Tourism Works for Juneau Kirby Day – Holland American/Princess Cruise & TBMP Liz Perry – Travel Juneau Bob Janes – Owner Gastineau Guiding
10:30 am	Networking Break SPONSORSHIP AVAILABLE \$500
10:45 am	Coast Guard & Harbors working together to strengthen maritime communities Captain Stephen White – Commanding Officer Sector Juneau <i>Juneau Sector Commander Stephen White will present on opportunities to build on federal/local partnerships in strengthening the Alaska maritime relationships. Discussion will include updates to safety/security requirements and plans to improve the effectiveness of the Area Maritime Security Committees (AMSC).</i>
Noon – 1:00	Lunch - CG Admiral Bell (invited) Sponsored by WSP USA
1:00 pm	Annual Membership Meeting (AAHPA Board)
1:45 pm	Tour Docks & Harbors Facilities (ABMS/Statter/Aurora/AKMX/DiPAC)
6 -9 pm	Banquet – PND Engineers & One SPONSORSHIP AVAILABLE \$5500
Friday	October 4th
8:15 am	Breakfast SPONSORSHIP AVAILABLE \$1,800
8:45 am	Asset Management Erich Schaal – Juneau Port Engineer
9:15 am	Maintaining your Assets Dave Borg – Juneau Harbormaster Matt Creswell – Juneau Deputy Harbormaster John Osborn – Juneau Harbor Operations Supervisor

Dream it, Plan it, Build it

AAHPA Conference

September 30th – October 4th

10:00 am	New trends in Harbor Electrical Mark Morris, P.E. - Morris Electrical Engineering Group <i>Presenter will discuss the latest in electrical pedestal designs, lighting fixture updates, and changes to the National Electrical Code (NEC). Static displays of electrical components will be provided.</i>
11:00 am	Derelict Vessels – What next? Rachel Lord – Executive Secretary AAHPA
Noon	Farewell



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
P.O. BOX 6898
JBER, AK 99506-0898

August 19, 2019

City of Homer
Attention: Katie Koester, City Manager
491 East Pioneer Avenue
Homer, Alaska 99603-7645

Via email to: citymanager@cityofhomer-ak.gov

Dear Ms. Koester,

This letter concerns the real estate requirements for the new beach nourishment component of the 2017-2019 Homer Harbor Maintenance Dredging Project. According to the Project Cooperation Agreement dated September 16, 1983, the City of Homer is responsible for providing all real estate required for not only construction, but operation and maintenance of the project. Please obtain and furnish the necessary certifications and authorizations required for USACE, its representatives, agents and contractors to utilize as a work area, including the right to deposit fill, spoil and waste material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures onto and to perform any other work necessary and incidental to this project.

If additional interests are required, they will need to be acquired in compliance with the appraisal, negotiation, and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC 4601 et seq. Once the City of Homer has obtained all the real estate interests needed, please furnish the certification of land authorizing the Government the right to enter the property for operations and maintenance of the project.

Your prompt assistance in providing the appropriate certification and authorization for the lands to accommodate this project would be greatly appreciated. Please return the signed authorization to the email address provided below.

Should you have any questions regarding this request, please contact Alex de Ravel at (907) 753-2859, or via email at alex.deravel@usace.army.mil.

Sincerely,

ALEX DE RAVEL
Real Estate Branch
Programs & Project Management Division

Enclosures

Homer Harbor Beach Nourishment

Estate:

Lot 2 – Dredged Material Placement

Portion Government Lot 14 – Dredged Material Placement

A temporary easement and right-of-way in, on, overland across the land described as the **Lot 2 and Portion of Government Lot 14**, on the attached marked “Homer Maintenance Dredging Beach Nourishment” for a period not to exceed 45 days, as follows:

- September 6, 2019 thru October 15, 2019,

The land granted to the City of Homer, for use by the United States, its representatives, agents, and contractors as a work area, including the right to deposit fill, spoil and waste material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the 2017 – 2019 Maintenance Dredging Project, Beach Nourishment Component, Homer Harbor, Alaska, together with the right to trim, cut, fell and remove there from all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easement for public roads and highways, public utilities, railroads and pipelines.

Legal Description:

Lot 2, Homer Spit Sub Amended, Plat 89-34, located within Township 065, Range 013 West, Section 35, Seward Meridian, Homer Recording District, State of Alaska.

Portion of Government Lot 14, Plat 89-34, located within Township 065, Range 013 West, Section 35, Seward Meridian, Homer Recording District, State of Alaska.

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CITY OF HOMER

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I, _____, City Manager for the City of Homer, do hereby certify that the City of Homer has acquired the real property interests by the Department of the Army, and otherwise is vested with sufficient title and interest in lands, to support construction of the 2017 – 2019 Maintenance Dredging Project, Beach Nourishment Component, Homer Harbor. Further, I hereby authorize the Department of the Army, it's agents, employees and contractors, to enter upon, Lot 2, Homer Spit Sub Amended, Plat 89-34, located within Township 065, Range 013 West, Section 35,; as well as a portion of Government Lot 14, Plat 89-34, located within Township 065, Range 013 West, Section 35. Seward Meridian; depicted on USACE Drawing "Homer Maintenance Dredging Beach Nourishment," attached hereto and made part of this Right of Entry for Construction to conduct 2017 – 2019 Maintenance Dredging Project, Beach Nourishment Component, Homer Harbor as set forth in the plans and specifications held in the U.S. Army Corps of Engineers Alaska District Office, Anchorage, Alaska.

WITNESS my signature as City Manager for the City of Homer this _____ day of _____, 2019.

CITY OF HOMER
(Sponsor)

By: _____

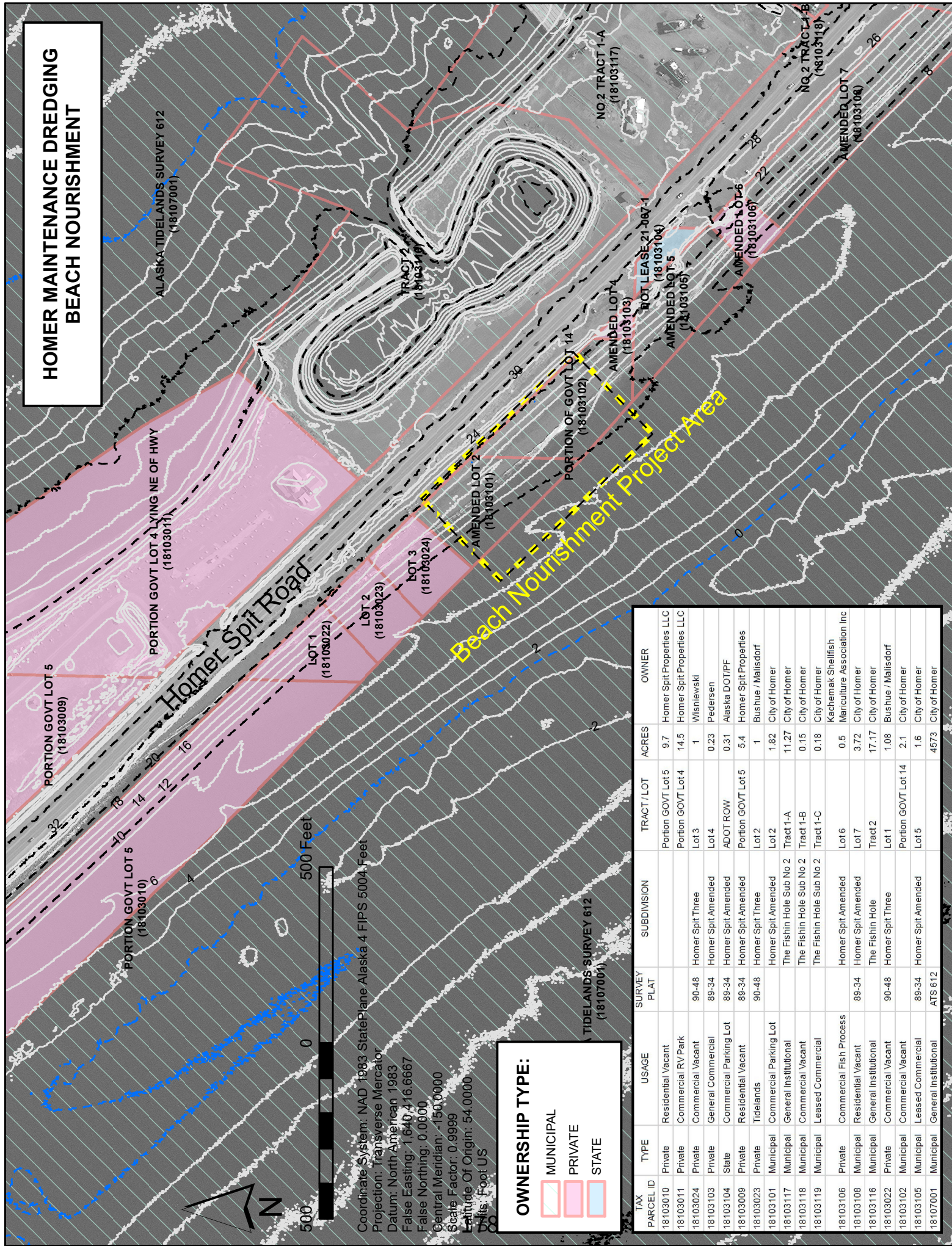
ATTORNEY'S CERTIFICATE OF AUTHORITY

I, _____, City Attorney for the City of Homer, certify that City of Homer has the authority to grant the above Authorization for Entry; that said Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as City Attorney for the City of Homer this _____ day of _____, 2019.

By: _____

HOMER MAINTENANCE DREDGING BEACH NOURISHMENT



TAX PARCEL ID	TYPE	USAGE	SURVEY PLAT	SUBDIVISION	TRACT / LOT	ACRES	OWNER
18103010	Private	Residential Vacant			Portion GOVT Lot 5	9.7	Homer Spit Properties LLC
18103011	Private	Commercial RV Park			Portion GOVT Lot 4	14.5	Homer Spit Properties LLC
18103024	Private	Commercial Vacant	90-48	Homer Spit Three	Lot 3	1	Wisniewski
18103103	Private	General Commercial	89-34	Homer Spit Amended	Lot 4	0.23	Pedersen
18103104	State	Commercial Parking Lot	89-34	Homer Spit Amended	ADOT ROW	0.31	Alaska DOT/IF
18103009	Private	Commercial Vacant	89-34	Homer Spit Amended	Portion GOVT Lot 5	5.4	Homer Spit Properties
18103023	Private	Tidelands	90-48	Homer Spit Three	Lot 2	1	Bushue / Malisendorf
18103101	Municipal	Commercial Parking Lot		Homer Spit Amended	Lot 2	1.82	City of Homer
18103117	Municipal	General Institutional		The Fishin Hole Sub No 2	Tract 1-A	11.27	City of Homer
18103118	Municipal	Commercial Vacant		The Fishin Hole Sub No 2	Tract 1-B	0.15	City of Homer
18103119	Municipal	Leased Commercial		The Fishin Hole Sub No 2	Tract 1-C	0.18	City of Homer
18103106	Private	Commercial Fish Process		Homer Spit Amended	Lot 6	0.5	Kachemak Shellfish
18103108	Municipal	Residential Vacant	89-34	Homer Spit Amended	Lot 7	3.72	City of Homer
18103116	Municipal	General Institutional		The Fishin Hole	Tract 2	17.17	City of Homer
18103022	Private	Commercial Vacant	90-48	Homer Spit Three	Lot 1	1.08	Bushue / Malisendorf
18103102	Municipal	Commercial Vacant		Portion GOVT Lot 14	Lot 14	2.1	City of Homer
18103105	Municipal	Leased Commercial	89-34	Homer Spit Amended	Lot 5	1.6	City of Homer
18107001	Municipal	General Institutional	ATS 612			4573	City of Homer



Hilcorp Alaska

Post Office Box 244027, Anchorage, AK 99524-4027
3800 Centerpoint Drive, Suite 1400, Anchorage, AK 99503
Phone: 907/777-8300 Fax: 907/777-8301

Dear Neighbor,

Later this year, Hilcorp Alaska, LLC (Hilcorp) plans to conduct seismic surveys in the lower Cook Inlet area to gather geologic data. The proposed grid displayed on the enclosed map shows the area we will be collecting the data from a seismic vessel. Hilcorp has hired Polarcus to perform this work. Polarcus is a pioneer in the marine seismic exploration industry, with a proven track record of responsibly operating without harm to the environment. To learn more about Polarcus, their dedication to the environment, and past projects, you can reference their website at Polarcus.com.

We plan for the seismic survey activity to commence in early September 2019. The complete survey is expected to take approximately 6-8 weeks and must be complete by October 31, 2019 due to permit stipulations. The total duration of the survey may vary due to weather and other local conditions, but our goal is to complete the survey as safely and efficiently as possible with minimal disturbance to the area.

Polarcus plans to dock in Homer and will be in the proposed area navigating the seismic vessel. Three additional guide vessels will be locally contracted to ensure the safety of all project personnel, nearby vessels and area wildlife. The exact path and direction of the vessel is weather dependent.

The vessels that will be working in the area include: *Polarcus Alima*, Support Vessels of Alaska R/V *Discovery* and *Qualifier 105*, and the R/V *Norseman II*.



Hilcorp has applied for the required permits to conduct this work from:

- Bureau of Ocean Energy Management (BOEM)
- United States Fish & Wildlife Service (USFWS)
- National Marine Fisheries Service (NMFS)

Hilcorp recognizes the importance and sensitivities of the Cook Inlet region and our obligation to execute our work in a responsible manner.

Our team will be doing all it can to minimize any potential disturbances.

Fairweather Science, LLC, an Anchorage-based consulting firm will manage the marine mammal monitoring program during the seismic survey, as required by the Federal law. Protected Species Observers (PSOs) will be placed on project vessels to collect information on marine mammals in the area and work with the vessel crews to initiate shutdown activities when marine mammals are observed within specified distances to our activity. The Polarcus seismic crews will also be fully trained on Cook Inlet species and permit requirements to ensure an environmentally sustainable operation. It is important to note:

- Seismic activities will not start unless no marine mammal has been sighted for a minimum of 30 minutes within established work zones.
- Seismic activities will be shut down and will not start again if a marine mammal has been sighted within an established risk zone.

In order to avoid conflicts with Alaska Native subsistence hunting, Hilcorp will host a daily call with interested subsistence users. The call will be hosted by Hilcorp personnel to share information on seismic activity for that day. We will solicit information from subsistence users on their plans for the day so that we can avoid conflicts.

- **Calls will begin September 10 at 10:00 am. Call in Number: 907-777-8599.**

Hilcorp has also contracted JCS Consulting, a firm based out of Soldotna, to coordinate stakeholder engagement and outreach. A website has been created that will provide public daily updates during the active survey. The website is: www.hilcorp.com/3dsurvey

To convey any concerns you may have about this project, activity or to request a community meeting with Hilcorp and/or Polarcus specialists, please reach out to Jill Schaefer at ak3dinfo@hilcorp.com or 907-841-8185.

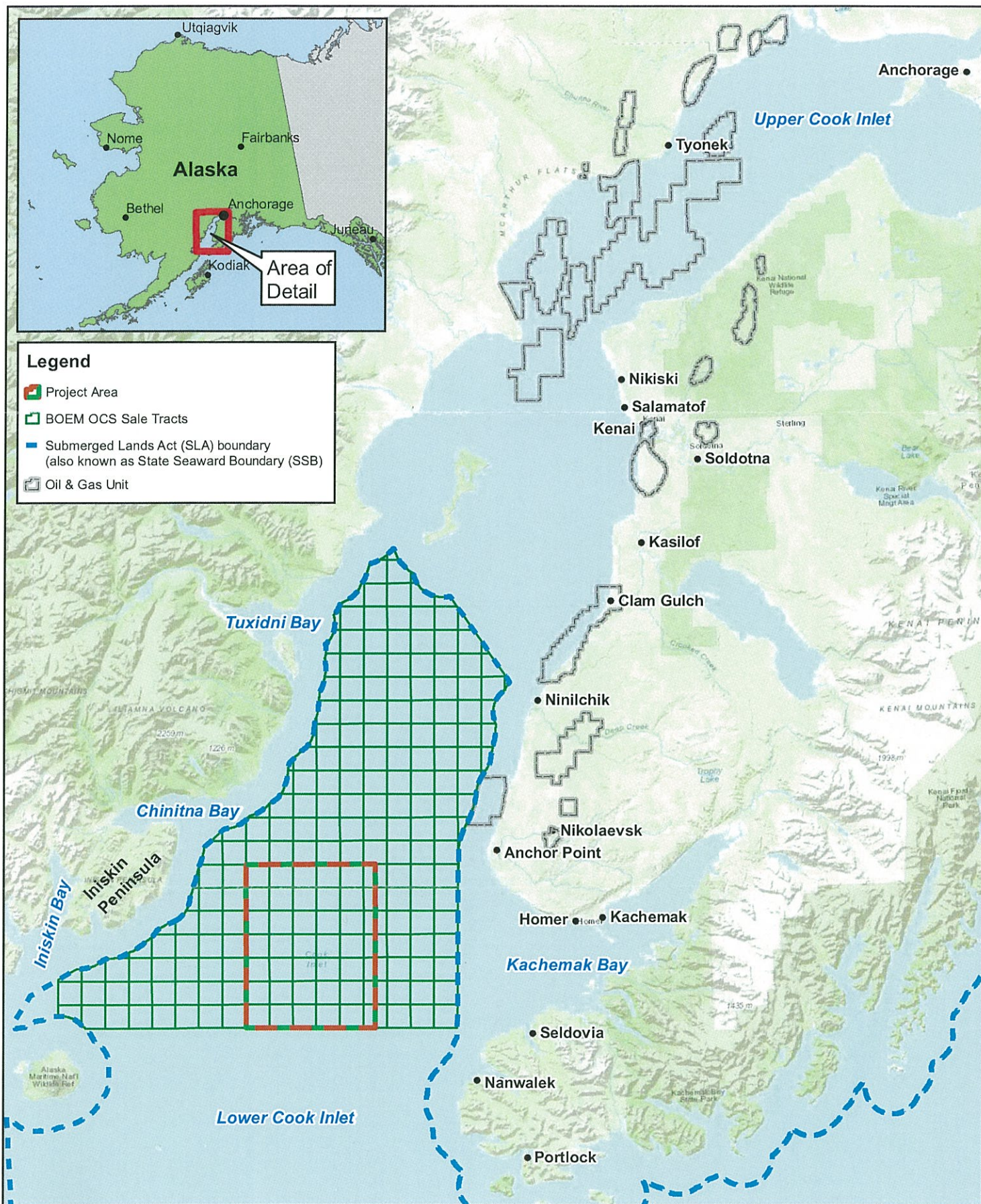
At Hilcorp we strive to improve each and every day in all aspects of our business – safety, environmental protection and production. We are excited to work with our Kenai Peninsula neighbors on this project.

For additional information about Hilcorp, our team members or other activity in the area, please contact me directly.

Sincerely,

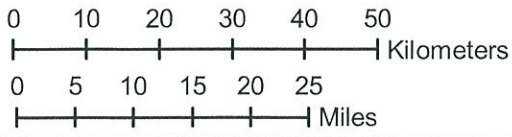


Lori Nelson
Manager, External Affairs
Hilcorp Alaska, LLC
lnelson@hilcorp.com



Legend

- Project Area
- BOEM OCS Sale Tracts
- Submerged Lands Act (SLA) boundary (also known as State Seaward Boundary (SSB))
- Oil & Gas Unit



Lower Cook Inlet
2019 3D Seismic Survey
Project Area



Port & Harbor Monthly Statistical & Performance Report

For the Month of: **July 2019**

<u>Moorage Sales</u>			<u>Stall Wait List</u>		
	<u>2019</u>	<u>2018</u>		<u>2019</u>	<u>2018</u>
Daily Transient	382	377	No. on list at Month's End		
Monthly Transient	249	258	20' Stall	5	3
Semi-Annual Transient	0	1	24' Stall	59	57
Annual Transient	7	10	32' Stall	116	99
Annual Reserved	1	2	40' Stall	47	42
			50' Stall	24	26
			60' Stall	5	5
			75' Stall	5	2
<u>Grid Usage</u>			Total:	261	234
1 Unit = 1 Grid Tide Use	<u>2019</u>	<u>2018</u>			
Wood Grid	22	20			
Steel Grid	3	3			
<u>Services & Incidents</u>			<u>Docking & Beach/Barge Use</u>		
	<u>2019</u>	<u>2018</u>		<u>2019</u>	<u>2018</u>
Vessels Towed	1	1	1 Unit = 1 or 1/2 Day Use		
Vessels Moved	39	36	Deep Water Dock	5	26
Vessels Pumped	5	2	Pioneer Dock	4	37
Vessels Sunk	1	1	Beach Landings	1	0
Vessel Accidents	0	3	Barge Ramp	18	19
Vessel Impounds	1	0			
Equipment Impounds	5	11	<u>Marine Repair Facility</u>		
Vehicle Impounds	0	0		<u>2019</u>	<u>2018</u>
Property Damage	1	0	Vessels Hauled-Out	0	0
Pollution Incident	2	3	Year to Date Total	4	5
Fires Reported/Assists	0	0			
EMT Assists	9	12	<u>Wharfage (in short tons)</u>		
Police Assists	5	0		<u>2019</u>	<u>2018</u>
Public Assists	26	37	In Tons, Converted from Lb./Gal.		
Thefts Reported	0	0	Seafood	285	290
			Cargo/Other	807	458
			Fuel	54,469	55,831
<u>Parking Passes</u>			<u>Ice Sales</u>		
	<u>2019</u>	<u>2018</u>		<u>2019</u>	<u>2018</u>
Long-term Pass	4	9	For the Month of July	690	654
Monthly Long-term Pass	9	15			
Seasonal Pass	1	0	Year to Date Total	1,414	1,276
<u>Crane Hours</u>			<u>Difference between</u>		
	<u>2019</u>	<u>2018</u>	<u>2018 YTD and 2019 YTD:</u>		
	221.9	287.1		<u>138 tons more</u>	

Port & Harbor Water/Sewer Bills

Service Period: July , 2019

Meter Reading Period:

Meter Address - Location	Acct. #	Meter ID	Service/ Customer Charge	Water Charges	Sewer Charges	Total Charges	Previous Reading	Current Reading	Total Usage (gal)
810 FISH DOCK ROAD - Fish Grinder	1.0277.01	84810129	\$13.00	\$1,152.36	\$0.00	\$1,165.36	520,200	607,500	87,300
4244 HOMER SPIT RD - SBH & Ramp 2	1.0290.02	84872363	*Meter removed, new to be installed with activity- first read in Summer 2019						
4166X HOMER SPIT RD - SBH & Ramp 4	1.0345.01	70291488	\$13.00	\$1,339.80	\$0.00	\$1,352.80	25,113,700	25,215,200	101,500
4166 HOMER SPIT RD- SBH Restrooms	1.0346.01	38424734	\$13.00	\$554.40	\$940.80	\$1,508.20	414,700	456,700	42,000
4171 FREIGHT DOCK RD - SBH & Ramp 6	1.0361.01	71145966	\$13.00	\$1,059.96	\$0.00	\$1,072.96	2,733,600	2,813,900	80,300
4690C HOMER SPIT RD - Pioneer Dock	1.0262.01	70315360	\$13.00	\$607.20	\$0.00	\$620.20	3,669,600	3,715,600	46,000
4690A HOMER SPIT RD - Pioneer Dock	1.0261.01	70315362	\$13.00	\$502.92	\$0.00	\$515.92	751,800	789,900	38,100
4666 FREIGHT DOCK RD - Deep Water Dock	1.0357.01	70564043	\$13.00	\$1,318.68	\$0.00	\$1,331.68	10,407,800	10,507,700	99,900
4448 HOMER SPIT RD - Steel Grid	1.0230.01	80394966	\$6.50	\$0.00	\$0.00	\$6.50	-	-	-
795 FISH DOCK ROAD - Fish Dock/Ice Plant	1.0180.01	70291512	\$13.00	\$4,564.56	\$42.56	\$4,620.12	869,577,500	869,923,300	345,800
4147 FREIGHT DOCK RD - SBH & Ramp 6 Restroom	1.4550.01	70315668	\$13.00	\$303.60	\$515.20	\$831.80	251,800	274,800	23,000
4147X FREIGHT DOCK RD - Ramp 6 Fish Cleaning	1.0457.01	80856895	\$13.00	\$505.56	\$0.00	\$518.56	406,700	445,000	38,300
4001 FREIGHT DOCK RD - L&L Ramp Restrooms	10.4550.01	70364713	\$13.00	\$310.20	\$526.40	\$849.60	236,400	259,900	23,500
4667 HOMER SPIT RD L - Port Maintenance	1.0109.01	70257255	\$13.00	\$47.52	\$80.64	\$141.16	62,900	66,500	3,600
4667 HOMER SPIT RD - Bldg Near Water Tank	1.0100.02	70315820	\$6.50	\$0.00	\$0.00	\$6.50	320,400	320,400	-
4667 FREIGHT DOCK RD - DWD Restroom	1.0495.01	84920900	\$13.00	\$63.36	\$107.52	\$183.88	87,600	92,400	4,800
4311 FREIGHT DOCK RD - Port & Harbor Office	5.1020.01	83912984	\$13.00	\$66.00	\$72.50	\$151.50	18,100	23,100	5,000
4000 HOMER SPIT RD - Ramp 5 Restroom	5.1250.01	86083228	\$13.00	\$283.80	\$311.75	\$608.55	352,300	373,800	21,500
4425 FREIGHT DOCK RD - Sys 5 & Ramp 8	5.1050.01	86094861	\$13.00	\$171.60	\$0.00	\$184.60	1,229,000	1,242,000	13,000

Overall Charges:

\$15,669.89

Overall Water Usage:

973,600

Water/Sewer Monthly Comparison CY 2015 to Current											
	2015		2016		2017		2018		2019		
January	\$2,526.35	183,700	\$1,216.22	68,800	\$2,142.85	122,300	\$1,458.89	83,400	\$1,485.10	79,100	
February	\$2,015.14	140,800	\$1,891.14	122,500	\$1,287.76	59,600	\$2,500.97	144,800	\$1,458.19	74,100	
March	\$3,339.49	253,700	\$2,341.13	162,300	\$4,076.62	292,100	\$2,271.05	138,300	\$1,809.53	96,700	
April	\$4,997.38	467,700	\$3,532.78	256,700	\$1,726.84	113,100	\$2,766.11	272,300	\$4,105.23	206,800	
May	\$6,982.27	541,900	\$9,770.89	709,300	\$7,807.49	413,000	\$3,951.58	304,600	\$7,349.43	450,700	
June	\$14,116.19	1,134,100	\$21,628.74	1,800,700	\$14,594.69	1,282,900	\$16,995.43	1,349,200	\$11,917.20	756,800	
July	\$12,038.01	919,900	\$19,490.97	1,583,400	\$15,450.93	1,152,500	\$18,540.31	1,391,400	\$15,669.89	973,600	
August	\$15,033.97	1,197,000	\$22,468.25	2,189,100	\$12,947.70	1,060,600	\$19,055.83	1,449,800			
September	\$15,661.07	1,307,300	\$19,710.24	1,651,300	\$11,419.68	968,000	\$16,345.46	1,328,800			
October	\$5,445.90	406,300	\$8,887.32	708,200	\$8,631.96	591,490	\$8,965.86	728,200			
November	\$1,917.85	106,100	\$2,582.53	167,600	\$1,852.34	176,000	\$2,967.17	195,100			
December	\$1,284.30	30,100	\$1,154.76	44,900	\$1,053.70	68,600	\$1,294.53	69,100			
YTD Total	\$85,357.92	6,688,600	\$114,674.97	9,464,800	\$82,982.56	6,300,190	\$97,113.19	7,455,000	\$43,794.57	2,637,800	

2019 Ice & Crane Report						
Date To	Crane Weekly	Crane Month	YTD Crane	Ice Weekly	Ice Month	YTD Ice
1/6/2019	9			shut down for maintenance		
1/13/2019	21.4			shut down for maintenance		
1/20/2019	23.3			shut down for maintenance		
1/27/2019	15.1			shut down for maintenance		
Jan Total		68.8	68.8		0	0
2/3/2019	17.1			shut down for maintenance		
2/10/2019	22.3			shut down for maintenance		
2/17/2019	10.3			shut down for maintenance		
2/24/2019	14.1			shut down for maintenance		
Feb Total		63.8	132.6		0	0
3/3/2019	13.6			shut down for maintenance		
3/10/2019	26.8			0		
3/17/2019	15.5			16		
3/24/2019	12.8			46		
3/31/2019	48.9			45		
Mar Total		117.6	250.2		107	107
4/7/2019	45.6			31		
4/14/2019	23.8			59		
4/21/2019	39.8			38		
4/28/2019	20.1			28		
Apr Total		129.3	379.5		156	263
5/5/2019	29.4			22		
5/12/2019	37.7			56		
5/19/2019	31.3			39		
5/26/2019	47.9			15		
May Total		146.3	525.8		132	395
6/2/2019	52			39		
6/9/2019	76.9			59		
6/16/2019	66.4			43		
6/23/2019	58			92		
6/30/2019	77			96		
Jun Total		330.3	856.1		329	724
7/7/2019	59.6			85		
7/14/2019	59.1			150		
7/21/2019	53.1			157		
7/28/2019	50.1			298		
Jul Total		221.9	1078		690	1414
8/4/2019	51.9			281		
8/11/2019	64.5			127		
8/18/2019	72.4			132		
8/25/2019						
9/1/2019						
Aug Total		188.8	1266.8		540	1954
9/8/2019						
9/15/2019						
9/22/2019						
9/29/2019						
Sep Total		0	1266.8		0	1954
10/6/2019						
10/13/2019						
10/20/2019						
10/27/2019						
Oct Total		0	1266.8		0	1954
11/3/2019						
11/10/2019						
11/17/2019						
11/24/2019				shut down for maintenance		
12/1/2019				shut down for maintenance		
Nov Total		0	1266.8		0	1954
12/8/2019				shut down for maintenance		
12/15/2019				shut down for maintenance		
12/22/2019				shut down for maintenance		
12/31/2019				shut down for maintenance		
Dec Total		0	1266.8			

Deep Water Dock 2019

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/25	Perseverance	207	1115/1630	Cispri	788.00	52.00
3/13	Resolution	191	2000/2200	Ocean Marine	506.00	52.00
3/26	Perseverance	207	0015/1420	Cispri	788.00	52.00
3/28	Transporter II /offload	61	1000/1100	Bellamy	338.00	52.00
4/4	Ross Chouest	256	0630/1410	Alyeska Pipe	788.00	52.00
4/7	Ross Chouest	256	1240/	Alyeska Pipe	788.00	52.00
4/8	Ross Chouest	256	1715/	Alyeska Pipe	788.00	52.00
4/8	Norquest	110	1100/1215	SRW /Dfarren	506.00	52.00
4/9	Ross Chouest	256	/0630	Alyeska Pipe	788.00	
4/12	Akemi (for CISPRI)	95	1000/1400	Akemi Group	338.00	52.00
4/15	Polar Cloud INSIDE	130	1100/	Kirby	506.00	52.00
4/15	Kays Point	328	0800/	Kirby	1,005.00	52.00
4/16	Kays Point	328		Kirby	1005.00	
4/16	Polar Cloud INSIDE	130		Kirby	506.00	
4/17	Kays Point	328		Kirby	1,005.00	
4/17	Polar Cloud INSIDE	130		Kirby	506.00	
4/18	Kays Point	328		Kirby	1,005.00	
4/18	Polar Cloud INSIDE	130	/0800	Kirby	506.00	
4/19	Kays Point	328		Kirby	1,005.00	
4/19	Polar Cloud INSIDE	130		Kirby	506.00	
4/20	Kays Point	328		Kirby	1,005.00	
4/20	Polar Cloud INSIDE	130		Kirby	506.00	
4/21	Kays Point	328		Kirby	1,005.00	
4/21	Polar Cloud INSIDE	130		Kirby	506.00	
4/22	Kays Point	328		Kirby	1,005.00	
4/22	Polar Cloud INSIDE	130		Kirby	506.00	
4/23	PolarCloud&Kays Pt	328		Kirby	1,005.00	
4/24	Kays Point	328		Kirby	1,005.00	
4/24	Polar Cloud INSIDE	130	1445/	Kirby	506.00	52.00
4/25	Kays Point	328		Kirby	1,005.00	
4/25	Polar Cloud INSIDE	130		Kirby	506.00	
4/26	Kays Point	328		Kirby	1,005.00	
4/26	Polar Cloud INSIDE	130		Kirby	506.00	
4/27	Kays Point	328		Kirby	1,005.00	
4/27	Polar Cloud INSIDE	130		Kirby	506.00	
4/28	Kays Point	328		Kirby	1,005.00	
4/28	Polar Cloud INSIDE	130		Kirby	506.00	
4/29	Kays Point	328	/1300	Kirby	1,005.00	
4/29	Polar Cloud INSIDE	130	/1050	Kirby	506.00	
4/30	Perseverance	207	0730/1600	Cispri	788.00	52.00
5/7	Arctic Seal TRESTLE	130	0600/1120	Bering Marine	506.00	52.00
5/7	Perseverance	207	0730/1530	Cispri	788.00	52.00
5/8	Woldstad	121	0645/0845	Support Vess	506.00	52.00
5/8	Peregrine	89	1215/1530	Jeff Johnson	338.00	52.00
5/9	Perseverance	207	0830/	Cispri	788	52.00
5/9	Endeavor	181	0900/	Cispri	nc RAFTED	
5/10	Perseverance	207	/1810	Cispri	788.00	
5/10	Endeavor	181	/0745	Cispri	nc RAFTED	
5/10	Endeavor INSIDE	181	0800/1430	Cispri	506.00	52.00
5/15	Maasdam	720	0700/1745	Holland Amer	5119.00	481.53
5/16	Polar Cloud & Kays Pt	328	0817/1815	Kirby Offshore	1,005.00	52.00
5/21	Star Legend	443	0630/1400	Cruise Line	1,490.00	481.53
5/21	Kays Pt	328	1615/	Kirby Offshore	1,005.00	52.00
5/22	Kays Pt	328		Kirby Offshore	1,005.00	
5/23	Kays Pt & Polar Cloud	328		Kirby Offshore	1,005.00	
5/24	Kays Pt & Polar Cloud	328	/0445	Kirby Offshore	1,005.00	
5/24	Azamara Quest	549	0745/1705	Cruise Line	2,154.00	481.53
5/26	Silver Muse	698	0745/1700	Cruise Line	4,420.00	481.53

6/4	Seven Seas Mariner	709	0700/1700	Cruise Line Ag	5,119.00	481.53
6/5	Maasdam	720	0745/1750	Holland Am	5,119.00	481.53
6/11	Amsterdam	781	0730/1800	Holland Am	7,459.00	481.53
6/12	Jovalan barge	300	1530/	Cispri	788.00	52.00
6/13	Jovalan barge	300	/1545	Cispri	788.00	
6/25	Amsterdam	781	0800/1800	Holland Am	7,459.00	481.53
6/26	Maasdam	720	0800/1800	Holland Am	5,119.00	481.53
7/16	Jovalon barge	300	0900/	Cispri	788.00	52.00
7/17	Jovalon barge	300		Cispri	788.00	
7/18	Jovalon barge	300		Cispri	788.00	
7/19	Jovalon barge	300	/1845	Cispri	788.00	
7/23	Amsterdam	781	0730/1800	Holland Amer	7,459.00	481.53
08/21/19				Year to Date Totals:	\$94,253.00	\$6,011.30

Pioneer Dock 2019

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/9	Kays Pt (Polar Cloud)	328	1930/	Kirby Offshore	1,005.00	52.00
1/10	Kays Pt (Polar Cloud)	328	/0630	Kirby Offshore	1,005.00	
1/17	Bob Franco	120	1230/1500	Olympic Tug	506.00	52.00
2/1	Kays Pt (Polar Cloud)	328	0745/1615	Kirby Offshore	1,005.00	52.00
2/21	Perseverance	207	1000/1600	Cispri	788.00	52.00
2/27	Kays Pt (Polar Cloud)	328	1200/2130	Kirby Offshore	1,005.00	52.00
3/1	Kays Pt (Polar Cloud)	328	0830/1200	Kirby Offshore	1,005.00	52.00
3/28	Kays Pt (Polar Cloud)	328	0045/1100	Kirby Offshore	1,005.00	52.00
4/1	Perseverance	207	0755/1330	Cispri	788.00	52.00
4/5	Polar Cloud & Kays Pt	328	1330/	Kirby	1,005.00	52.00
4/6	Kays Pt	328	/1200	Kirby	1,005.00	
4/14	Polar Cloud & Kays Pt	328	1400/	Kirby	1,005.00	52.00
4/16	PacWolf & DBL 55	395	0700/1715	Kirby	1,206.00	52.00
4/24	Polar Cloud	130	0800/1200	Kirby	506.00	52.00
5/6	Pacific Wolf & DBL 55	395	0110/	Kirby Offshore	1,206.00	52.00
5/7	Pacific Wolf & DBL 55	395	/1330	Kirby Offshore	1,206.00	
5/7	Bob Franco	120	1345/1630	Olympic	506.00	52.00
5/15	Pacific Wolf & DBL 55	395	0800/1820	Kirby Offshore	1,206.00	52.00
5/19	Pacific Wolf & DBL 55	395	1315/1730	Kirby Offshore	1,206.00	52.00
5/27	Pacific Wolf & DBL 55	395	1145/1715	Kirby Offshore	1,206.00	\$52.00
6/5	Ari Cruz	80	1410/1900	Cruz Marine	338.00	52.00
6/10	Pacific Wolf & DBL55	395	0015/1530	Kirby offshore	1,206.00	52.00
6/19	Pacific Wolf & DBL55	395	0745/1300	Kirby offshore	1,206.00	52.00
6/29	Pacific Wolf & DBL55	395	1115/1710	Kirby offshore	1,206.00	52.00
7/6	Billie H	95	0900/1145	Boyer Towing	338.00	52.00
7/18	Pacific Wolf & DBL 55	395	0600/1330	Kirby Offshore	1,206.00	52.00
7/25	Bob Franco	120	2345/	Olympic	506.00	52.00
7/28	Pacific Wolf & DBL 55	395	0400/1445	Kirby Offshore	1,206.00	52.00
08/21/19				Year to Date Totals:	\$26,587.00	\$1,300.00

Ferry Landings 2019

	Pioneer Dock	Deep Water Dock
January	21	0
February	11	0
March	0	0
April	6	0
May	15	0
June	23	0
July	16	0
August		0
September		
October		
November		
December		

Pioneer Dock - 2019 Water Usage							Deep Water Dock - 2019 Water Usage						
Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee	Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee
1/2	Tustumena	3,536,300	3,549,000	12,700	\$ 492.89	\$ 102.00	1/3	Bob Franco	10,197,000	10,200,900	3,900	\$ 194.05	\$ 102.00
1/9	Polar Cloud	3,549,010	3,555,900	6,890	\$ 267.40	\$ 102.00	1/17	Bob Franco	10,200,900	10,202,600	1,700	\$ 194.05	\$ 102.00
2/1	Polar Cloud	665925	666525	600	\$ 194.05	\$ 102.00	1/26	Bob Franco	10,203,000	10,205,500	2,500	\$ 194.05	\$ 102.00
2/14	Tustumena	3555900	3564170	8,270	\$ 320.96	\$ 102.00	2/22	Bob Franco	10,205,490	10,211,360	5,870	\$ 227.81	\$ 102.00
3/1	Polar Cloud	3564100	3566400	2,300	\$ 194.05	\$ 102.00	3/2	Bob Franco	10,211,800	10,213,770	1,970	\$ 194.05	\$ 102.00
3/6	wash down	3566450	3569220	2,770	nc		3/17	Bob Franco	10,214,500	10,218,800	4,300	\$ 194.05	\$ 102.00
3/6	wash down	666527	668199	1,672	nc		4/4	Bob Franco	10,217,810	10,223,880	6,070	\$235.58	\$ 102.00
3/28	Polar Cloud	3569220	3573000	3,780	\$ 194.05	\$ 102.00	4/19	Polar Cloud			250	nc per MC	
4/4	Polar Cloud	668100	670714	2,614	\$ 194.05	\$ 102.00	4/23	Bob Franco	10,223,100	10,228,800	5,700	\$221.22	\$ 102.00
4/16	Pacific Wolf	674200	676410	2,210	\$ 194.05	\$ 102.00	4/27	Polar Cloud	10,228,830	10,230,300	1,470	\$194.05	\$ 102.00
5/12	Tustumena	3609830	3624000	14,170	\$ 549.94	\$ 102.00	4/30	Bob Franco	10,230,000	10,232,000	2,000	\$194.05	\$ 102.00
5/19	Pacific Wolf	714800	716000	1,200	\$ 194.05	\$ 102.00	5/29	wash down	10,232,000	10,235,000	3,000	nc	
5/27	Pacific Wolf	3640135	3641100	965	\$ 194.05	\$ 102.00	5/16	Polar Cloud	10,235,020	10,236,200	1,180	\$194.05	\$ 102.00
6/19	Pacific Wolf	3672600	3674045	1,445	\$ 194.05	\$ 102.00	5/19	Bob Franco	10,236,000	10,241,000	5,000	\$194.05	\$ 102.00
6/29	Pacific Wolf	3689210	3691500	2,290	\$ 194.05	\$ 102.00	5/23	wash down	10241000	10242400	1400	nc	
7/18	Pacific Wolf	3720500	3722110	1,610	\$ 194.05	\$ 102.00	5/23	Polar Cloud	10,242,400	10,244,000	1,600	\$194.05	\$ 102.00
7/28	Pacific Wolf	3735660	3737800	2,140	\$ 194.05	\$ 102.00	5/26	Silver Muse	10,244,600	10,330,000	85,400	\$3,314.37	\$ 102.00
							6/3	wash down	10,330,000	10,333,000	3,000	NC	
							6/4	Seven Seas Marin	10,334,000	10,401,000	67,000	\$2,600.27	\$ 102.00
							6/10	wash down	10,401,000	10,402,000	1,000	nc	
							6/15	Bob Franco	10,402,300	10,407,800	5,500	\$213.46	\$ 102.00
							6/25	wash down	10,408,000	10,410,000	2,000	nc	
							6/25	Amsterdam	10,410,000	10,501,000	91,000	\$3,531.71	\$ 102.00
							6/30	Bob Franco	10,501,000	10,505,000	4,000	\$194.05	\$ 102.00
							7/9	Bob Franco	10,505,400	10,507,200	1,800	\$194.05	\$ 102.00
							7/23	wash down	10,508,000	10,510,000	2,000	nc	
							7/27	Bob Franco	10,510,030	10,514,600	4,570	\$194.05	\$ 102.00
											-		
Year to Date Totals:				67,626	\$ 3,765.74	\$ 1,530.00	Year to Date Totals:				301,210	\$ 12,867.07	\$ 2,040.00
Notes:							Notes:						
Washing down dock results in missing begin/end reads							Washing down dock results in missing begin/end reads						
\$194.05 Min Charge							\$194.05 Min Charge						
\$102.00 CONX							\$102.00 CONX						

Port & Harbor Advisory Commission 2019 Meeting Calendar

	MEETING	AGENDA DEADLINE	ANNUAL TOPICS/EVENTS
JANUARY	5:00 p.m. Wednesday, January 23	5:00 p.m. Wednesday, January 16	Land Allocation Plan Review Appointment/Reappointment Applications Due
FEBRUARY	5:00 p.m. Wednesday, February 27	5:00 p.m. Wednesday, February 20	Terms Expire February 1 st Election of Chair & Vice Chair
MARCH	5:00 p.m. Wednesday, March 27	5:00 p.m. Wednesday, March 20	
APRIL	5:00 p.m. Wednesday, April 24	5:00 p.m. Wednesday, April 17	Review of Strategic Plan/Goals & Commission's Policies
MAY	6:00 p.m. Wednesday, May 14	5:00 p.m. Wednesday, May 8	
JUNE	6:00 p.m. Wednesday, June 26	5:00 p.m. Wednesday, June 19	City Budget Review/Develop Requests
JULY	6:00 p.m. Wednesday, July 24	5:00 p.m. Wednesday, July 17	
AUGUST	6:00 p.m. Wednesday, August 28	5:00 p.m. Wednesday, August 21	Capital Improvement Plan Review
SEPTEMBER	5:00 p.m. Wednesday, September 25	5:00 p.m. Wednesday, September 18	
OCTOBER	5:00 p.m. Wednesday, October 23	5:00 p.m. Wednesday, October 16	AAHPA Conference
NOVEMBER	No Meeting		Seattle Fish Expo
DECEMBER	5:00 p.m. Wednesday, December 11	5:00 p.m. Wednesday, December 4	

**2019 HOMER CITY COUNCIL MEETINGS
ADVISORY COMMISSION/ BOARD ATTENDANCE**

Commissions are invited to report to the City Council at the Council's regular meetings under Item 8 – Announcements/Presentations/Borough Report/Commission Reports. This is the Commission's opportunity to give Council a brief update on their work. Generally the Commissioner who will be reporting will attend one of the two meetings for the month they are scheduled to attend.

The 2019 meeting dates for City Council is as follows:

January 14, 28	<u>Zimmerman</u>
February 11, 25	<u>Donich</u>
March 11, 26*	<u>Stockburger</u>
April 8, 22	<u>Hartley</u>
May 13, 28*	<u>Hartley</u>
June 10, 24	<u>Carroll</u>
July 22**	<u>Ulmer</u>
August 12, 26	<u>Stockburger</u>
September 9, 23	<u>Donich</u>
October 14, 28	<u>Zeiset</u>
November 25**	<u>Ulmer</u>
December 9, 16****	<u>Zimmerman</u>

City Council's Regular Committee of the Whole Meeting at 5:00 pm to no later than 5:50 pm prior to every Regular Meeting which are held the second and fourth Monday of each month at 6:00 pm.

*Tuesday meeting due to Memorial Day/Seward's Day.

** There will be no first regular meeting in July or November.

***Council traditionally reschedules regular meetings that fall on holidays or high school graduation days, for the following Tuesday.

****Council traditionally cancels the last regular meeting in December and holds the first regular meeting and one to two special meetings as needed. Generally the second special meeting the third week of December will not be held.