



Agenda

City Council Regular Meeting

Monday, February 12, 2024 at 6:00 PM

City Hall Cowles Council Chambers In-Person & Via Zoom Webinar

Homer City Hall

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

Zoom Webinar ID: 205 093 973 Password: 610853

<https://cityofhomer.zoom.us>
Dial: 346-248-7799 or 669-900-6833;
(Toll Free) 888-788-0099 or 877-853-5247

CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

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

- a. Homer City Council Unapproved Regular Meeting Minutes of January 22, 2024. City Clerk. Recommend adoption.
- b. Memorandum CC-24-037 from Mayor Castner re: Re-appointment of Crisi Matthews to the Port and Harbor Advisory Commission. Recommend approval.
- c. Memorandum CC-24-038 from Deputy City Clerk re: Marijuana License Transfers for Cosmic SeaWeed and Cosmic Cannabis Company. Recommend approval.
- d. Ordinance 24-12, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Appropriating \$30,000 from the Port Reserves fund for the Purpose of Issuing a Task Order to HDR Engineering in an Amount not to Exceed \$30,000 for Professional and Technical Assistance with Submission of an FY2024 Port Infrastructure Development Program Grant Application to Replace Float Systems 4 and 1 in the Small Boat Harbor. City Manager/Port Director. Recommended dates Introduction February 12, 2024 Public Hearing and Second Reading February 26, 2024.

Memorandum CC-24-039 from Port Director and Special Projects Coordinator as backup.

- e. Ordinance 24-13, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Appropriating \$7,350 from the Port Reserves fund for the Purpose of Issuing a Task Order to Alaska Harbors Consulting, LLC. in an Amount not to Exceed \$7,350 for Design and Cost Estimating Services in Support of the City's FY2024 Port Infrastructure Development Program Grant Application to Replace Float Systems 4 and 1 in the Small Boat Harbor. City Manager/Port Director. Recommended dates Introduction February 12, 2024 Public Hearing and Second Reading February 26, 2024.

Memorandum CC-24-040 from Port Director and Special Projects Coordinator as backup.

- f. Ordinance 24-14, An Ordinance of the City Council of Homer, Alaska Appropriating an Additional \$16,156 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund for a Bi-Directional Amplifier System for Homer Police Department and Microwave Links for Homer's Repeaters. City Manager. Recommended dates Introduction February 12, 2024 Public Hearing and Second Reading February 26, 2024.

- g. Ordinance 24-15, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Accepting and Appropriating an FY22 State and Local Cybersecurity Grant (SLCGP) Award in the Amount of \$50,000 from the Alaska Division of Homeland Security and Emergency Management for the Completion of a Cybersecurity Risk Assessment. City Manager/Chief Technology Officer. Recommended dates Introduction February 12, 2024 Public Hearing and Second Reading February 26, 2024.

Memorandum CC-24-041 from Chief Technology Officer as backup.

- h. Resolution 24-016, A Resolution of the City Council of Homer, Alaska Authorizing the City Manager to Apply to the State of Alaska Department of Environmental Conservation Brownfields Program in Support of the Revitalization of the HERC Site. City Manager. Recommend adoption.

Memorandum CC-24-042 from Economic Development Manager as backup.

- i. Resolution 24-017, A Resolution of the City Council of Homer, Alaska Opposing and Providing Comments on Alaska State House Bill 250, Titled "An Act Relating to Municipal and School Board Elections; Declaring Election Day a Holiday; Relating to Terms of Office for Municipal Mayor, Municipal Governing Bodies, Elected Utility Boards, and School Boards; and Providing for an Effective Date. Aderhold. Recommend adoption.

- j. Resolution 24-018, A Resolution of the City Council of Homer, Alaska Expressing Support for the Realizing Equitable Accessible Connectivity in Homer (REACH) Project and Endorsing the City's Application to the FY24 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) for REACH Planning and Design Funds. City Manager. Recommend adoption.

Memorandum CC-24-043 from Special Projects Coordinator as backup.

- [k.](#) Resolution 24-019, A Resolution of the City Council of Homer, Alaska Summarizing the Joint Work Session with the Parks Art Recreation and Culture Advisory Commission and Stating Action Items for the Council and Commission. Aderhold/Erickson. Recommend adoption.

Memorandum CC-24-027 from Council Members as backup.

- [l.](#) Resolution 24-020, A Resolution of the City Council of Homer, Alaska Awarding the Contract for the Homer Public Library Office Task Chairs to the Firm of Arctic Office Products of Anchorage, Alaska in the Amount of \$19,883.75 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Library Director. Recommend adoption.

Memorandum CC-24-044 from Library Director as backup.

- [m.](#) Resolution 24-021, A Resolution of the City Council of Homer, Alaska Awarding the Contract for the Homer Public Library Lounge Chairs to the Firm of ODP Business Solutions of Anchorage, Alaska in the Amount of \$23,048.25 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Library Director. Recommend adoption.

Memorandum CC-24-045 from Library Director as backup.

- [n.](#) Resolution 24-023, A Resolution of the City Council of Homer, Alaska Approving a Request to Sublease from Eagle Eye Charters LLC to Permit a Commercial Sublease on the Lease Property Tract 1-C, The Fishing Hole Subdivision No. 2. City Manager. Recommend adoption.

Memorandum CC-24-047 from Port Director as backup.

- [o.](#) Resolution 24-024, A Resolution of the City Council of Homer, Alaska Providing Direction to the Port & Harbor Advisory Commission and Parks, Art, Recreation, and Culture Advisory Commission Regarding Annual Review of the Land Allocation Plan. City Manager/Economic Development Manager. Recommend adoption.

Memorandum CC-24-048 from Economic Development Manager as backup.

VISITORS

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

- a. Worksession Report
- b. Committee of the Whole Report
- c. Mayor's Report
- d. Borough Report
- e. Port and Harbor Advisory Commission
- f. Americans with Disabilities Act Compliance Committee

g. Council Champion Report – Homer Harbor Expansion General Investigation Report
Lord/Hansen

- i. Memorandum CC-24-050 Re: Champion Report Homer Harbor Expansion General Investigation

PUBLIC HEARING(S)

- a. Ordinance 24-07, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Accepting and Appropriating an Alaska Department of Environmental Conservation Clean Water Fund Loan in the Amount of \$228,704.19 for the Tasmania Court Sewer Improvement Project. City Manager/Finance Director. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.
- b. Ordinance 24-08, An Ordinance of the City Council of Homer, Alaska Amending the FY24/25 Operating Budget to Provide for Necessary Adjustments Connected to the Creation of an Exempt Wage Scale. City Manager. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.

Memorandum CC-24-029 from Personnel Director as backup.

- c. Ordinance 24-09, An Ordinance of the City Council of Homer, Alaska Adopting the Revised Port and Harbor Tariff No. 1. City Manager/Port Director. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.

Memorandum CC-24-030 from Port Director as backup.

- d. Ordinance 24-10, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Operating and Capital Budget by Authorizing Pass Through Funds from Doyon, Limited Related to Delivery of a Traffic Impact Analysis Prepared by Kinney Engineering. City Manager/Finance Director. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.

Memorandum CC-24-034 from City Planner as backup.

- e. Ordinance 24-11, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Appropriating \$20,000 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund for Events, Exhibits, and Programs Celebrating the 40th Year of the Sister-City Relationship between the City of Homer and Teshio, Japan. Lord/Venuti. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.

Memorandum CC-24-035 from Library Director as backup.

ORDINANCE(S)

CITY MANAGER'S REPORT

- [a.](#) City Manager's Report
- [b.](#) Financial Report - FY24 2nd Quarter

PENDING BUSINESS

NEW BUSINESS

RESOLUTIONS

- [a.](#) Resolution 24-022, A Resolution of the City Council of Homer, Alaska Opposing Alaska House Bill 3, Titled "An Act Relating to Specie as Legal Tender in the State; and Relating to Borough and City Sales and Use Tax on Specie". Aderhold.

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

COMMENTS OF THE CITY MANAGER

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

ADJOURNMENT

Next Regular Meeting is Monday, February 26, 2024 at 6:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 24-02 a Regular Meeting of the City Council of Homer, Alaska was called to order on January 22, 2024 by Mayor Ken Castner at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS ADERHOLD, DAVIS, ERICKSON, HANSEN, LORD, VENUTI

STAFF: CITY MANAGER DUMOUCHEL
CITY CLERK JACOBSEN
LIBRARY DIRECTOR BERRY
PORT DIRECTOR HAWKINS
FINANCE DIRECTOR FISCHER
CHIEF TECHNOLOGY OFFICER JIRSA
PUBLIC WORKS DIRECTOR DYAL
CITY ATTORNEY GATTI

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

MAYORAL PROCLAMATIONS AND RECOGNITIONS

Mayor Castner announced the supplemental items: **CONSENT AGENDA Memorandum CC-24-025** from City Clerk re: New Liquor License for Homer Spit Oyster Bar. Memorandum from Police Chief and email from AMCO as backup. **Ordinance 24-08**, An Ordinance of the City Council of Homer, Alaska Amending the FY24/25 Operating Budget to Provide for Necessary Adjustments Connected to the Creation of an Exempt Wage Scale. City Manager. Financial Supplement Form as backup. **ANNOUNCEMENTS/ PRESENTATIONS/REPORTS Memorandum CC-24-026** Council Finance Champion Written Report **PUBLIC HEARINGS Ordinance 24-06**, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Appropriating \$25,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund to Contract Engineering Services for Preliminary Design of Non-motorized Trails and Trailhead Connecting City of Homer Diamond Creek Property to the Proposed Highway Underpass. Davis. Written Public Comments and Draft letter from Mayor to AKDOT Commissioner as backup.

LORD/VENUTI MOVED TO ADOPT THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

Jan Keiser, city resident, thanked Council for considering her appointment to the Parks Art Recreation and Culture Advisory Commission. She commented regarding a matter regarding an increase in salary for the Public Works Director and that her retirement had nothing to do with her feeling that she wasn't paid enough, she was satisfied with her salary.

Scott Adams, city resident, commented regarding Ordinance 24-09 revising the Port and Harbor Tariff and compared it to Seward's fees. His concern about pricing ourselves out and suggested a commercial use annual fee.

RECONSIDERATION

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

- a. Homer City Council Unapproved Regular Meeting Minutes of January 8, 2024. City Clerk. Recommend adoption.
- b. Memorandum CC-24-022 from Mayor Castner re: Reappointment of Carla Stanley to the Cook Inlet Regional Citizens Advisory Council. Recommend approval.
- c. Memorandum CC-24-023 from Mayor Castner re: Appointments to the Comprehensive Plan Steering Committee. Recommend approval.
- d. Memorandum CC-24-024 from Mayor Castner re: Parks Art Recreation and Culture Advisory Commission, and the Port and Harbor Advisory Commission. Recommend approval.
- e. Memorandum CC-24-025 from City Clerk re: New Liquor License for Homer Spit Oyster Bar. Recommend approval.
- f. Ordinance 24-07, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Accepting and Appropriating an Alaska Department of Environmental Conservation Clean Water Fund Loan in the Amount of \$228,704.19 for the Tasmania Court Sewer Improvement Project. City Manager/Finance Director. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.
- g. Ordinance 24-08, An Ordinance of the City Council of Homer, Alaska Amending the FY24/25 Operating Budget to Provide for Necessary Adjustments Connected to the Creation of an Exempt Wage Scale. City Manager. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.

Memorandum CC-24-029 from Personnel Director as backup.

- h. Ordinance 24-09, An Ordinance of the City Council of Homer, Alaska Adopting the Revised Port and Harbor Tariff No. 1. City Manager/Port Director. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.

Memorandum CC-24-030 from Port Director as backup.

- i. Ordinance 24-10, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Operating and Capital Budget by Authorizing Pass Through Funds from Doyon, Limited Related to Delivery of a Traffic Impact Analysis Prepared by Kinney Engineering. City Manager/Finance Director. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.

Memorandum CC-24-034 from City Planner as backup.

- j. Resolution 24-011, A Resolution of the City Council of Homer, Alaska Approving a Sole Source Contract in the Amount of \$195,000 to Comforts of Home Services to Purchase Three Mobile Restrooms and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend adoption.

Memorandum CC-24-031 from Parks Superintendent as backup.

- k. Resolution 24-012, A Resolution of the City Council of Homer, Alaska Supporting the State of Alaska's Continued Partnership in the US Corps of Engineer Homer Harbor Expansion General Investigation and Requesting Additional Local Sponsor Match Funding in FY25 in the Amount of \$288,523, Consistent with the Shared Local Match Partnership Established in 2023. Lord/Hansen. Recommend adoption.
- l. Resolution 24-013, A Resolution of the City Council of Homer, Alaska in Support of Raising the Maximum Available Annual Award per Municipality from \$5,000,000 to \$7,500,000 for the State of Alaska Municipal Harbor Facility Grant Program. City Manager/Port Director. Recommend adoption.
- m. Resolution 24-014, A Resolution of the City Council of Homer, Alaska Approving Issuance of at Term Contract to Alaska Harbors Consulting, LLC for Marine Engineering and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommend adoption.

Memorandum CC-24-032 from Port Director as backup.

City Clerk Jacobsen read the consent agenda.

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

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS

- a. Community Resource Connect - Annie Garay, BSN, RN, SPY Community Health and Wellness Educator and Cinda Martin (10 minutes)

Annie Garay and Cinda Martin presented on the upcoming Community Resource Connect event on January 30, 2024. It's a one day event for those facing financial instability, homelessness, and for those who are at risk of being houseless. The mission is to collect and provide data, connect people to services, build a more compassionate community, and reduce stigma. They addressed needs for donations and volunteers and shared other ways to help.

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

- a. Worksession Report

City Manager Dumouchel reported Council had a presentation from HDR on Homer Harbor baseline conditions. Their team analyzed a mix of existing and new data to conduct modeling related to wind, waves, and sediment transport that will be presented to the US Army Corps of Engineers.

- b. Committee of the Whole Report

Council Member Lord reported Council discussed Ordinance 24-08 regarding the exempt employee wage scale, Ordinance 24-09 regarding the terminal tariff update, Resolution 24-015 and a base student allocation increase, Memorandum CC-24-025 for a new liquor license, and shipping costs for the mobile restrooms purchase. There was an audience comment on the timeline for the Harbor Expansion and she explained the project management plan has a timeline within it and the general investigation study is on a slowdown as we wait for federal funding.

- c. Mayor's Report

Mayor Castner commented there have been a lot of questions raised about the Harbor Expansion and there isn't a clear path forward that he can discern. There should be some charting where this project is going to go. He's been attending a lot of commission meetings this month and they're working hard on what Council has sent them.

- d. Borough Report

Assembly Member Kelly Cooper commented regarding the Community Resource Connect and the benefits of volunteering for the event, and regarding House Bill 250 regarding elections and how it effects municipalities. She reported the Assembly budget season has begun and the Finance Director has been meeting with service areas to get them prepared with their budget requests, and shared regarding the South Peninsula Behavioral Health DeStig movie series at Homer Theater.

e. Economic Development Advisory Commission

Commissioner Mel Kim reported the Commission held a work session regarding short term rentals that was well attended and points were raised that assertions made in the ordinance weren't supported with specific evidence that short term rental create pressure on housing. They'll be having another work session on February 13th. At their regular meeting they worked on their strategic plan, and they continue to have housing on their agenda for discussion. He touched on the notion of a winter survey to engage with businesses in town and are looking at ways to interface and work with the Chamber of Commerce for topics and questions.

f. Planning Commission

Commissioner Mike Stark reported at their last meeting the Commission voted no on re-platting the Lighthouse parcel primarily because it conflicted with the vacation on B Street. The Commission will deliberate on CUP 23-08. He shared appreciation for the Mayors attendance at their meetings, encouraged Council Members to attend also, and shared the Commission's interest in more joint work sessions with Council.

g. Parks Art Recreation & Culture Advisory Commission

Commissioner Robert Archibald reported on the Commission's recent work session with Council where they discussed their role with the City, their strategic plan, needs for parks and beaches, and revisiting policy and procedures. At their regular meeting they had updates on winter parks and trails maintenance, and City Council action related to PARCAC and community recreation. They discussed the three proposals for the Karen Hornaday Park campground and supported the option to have a partial campground and an area for events, but more discussion is needed. They discussed Ordinance 24-06 and the pedestrian culvert on the Sterling Highway, Homer Trails Alliance explained their perspective and the benefits to the community for connecting the trail system, and they voted in support of the Ordinance. They discussed the top three sites for the Homer Multi Use Community Recreation Center, three were identified to have positive potential. The also discussed he master plans for Karen Hornaday Park and Bayview Park, and plan to have a work session on the master plans. He appreciates the appointment of Jan Keiser, he thinks she'll be a good addition to the Commission.

h. Library Advisory Board

Board Member Kathy Carrsow reported at their last meeting the Board continued work on their strategic plan and goals and plan on focusing on building the library endowment fund through community education and concerted effort on the part of the LAB members to encourage donations. Director Berry brought the Library's 2020-25 strategic plan to begin participation in its updating. They applauded the City Council's action on making the Library a stand-alone department. They thanked the people who gave to the Library's giving tree, and she shared regarding the Friends of the Homer Library Big Read events.

i. Conversations with a Council Member - Council Member Venuti

Council Member Venuti reported nine people attended and they discussed ADA accessibility at some facilities, and a suggestion to implement an alcohol and cigarette tax to fund recreation.

j. Council Finance Champion Report - Lord/Davis

Council Member Lord reviewed the written report that was included in the supplemental packet.

PUBLIC HEARING(S)

- a. Ordinance 24-01, An Ordinance of the City Council of Homer, Alaska Amending the Official Road Maintenance Map of the City of Homer by adding 3,735 Lineal Feet (.71 miles) of Urban Road on Shelly Avenue, Robert Avenue, Lillian Drive, Tajen Drive, and Sanjay Court. City Manager/Public Works Director. Introduction January 8, 2024 Public Hearing and Second Reading January 22, 2024.

Memorandum CC-24-007 from Public Works Inspector as backup.

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

LORD/VENUTI MOVED TO ADOPT ORDINANCE 24-01 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- b. Ordinance 24-02, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 3 Revenue and Finance Chapter 3.1 General to add Section 3.01.037 Donations to the City to Allow Acceptance of Money or Real Property Donated, Devised or Bequeathed for a Public Purpose. Lord/Venuti. Introduction January 8, 2024 Public Hearing and Second Reading January 22, 2024.

Memorandum CC-24-033 from City Clerk as backup.

Memorandum CC-24-008 from Library Director as backup.

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

LORD/VENUTI MOVED TO ADOPT ORDINANCE 24-01 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

ADERHOLD/LORD MOVED TO AMEND THE TITLE ORDINANCE 24-02 BY ADDING AFTER PUBLIC PURPOSE "AND AMENDING CHAPTER 18 PROPERTY MANAGEMENT, SECTION 18.06.010 REAL PROPERTY ACQUISITIONS."

There was no discussion the amendment.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

There was no discussion on the main motion as amended.

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

Motion carried.

- c. Ordinance 24-03, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Re-Appropriating \$77,500 from the General Fund Unassigned Fund Balance to Install a Mobile Restroom at Jack Gist Park. City Manager/Public Works Director. Introduction January 8, 2024 Public Hearing and Second Reading January 22, 2024.

Memorandum CC-24-009 from Public Works Director as backup.

Mayor Castner opened the public hearing.

Mike Jones, city resident, commented regarding the ongoing maintenance for these mobile restrooms and encouraged considering roles, responsibilities, and funding for cleaning, and maintaining these assets as necessary.

There were no other comments and the hearing was closed.

LORD/VENUTI MOVED TO ADOPT ORDINANCE 24-03 BY READING OF TITLE FOR SECOND AND FINAL READING.

There were comments regarding bathroom maintenance. It's responsible to have bathrooms at the parks for the amount of use they see.

City Manager Dumouchel responded that in the last budget cycle an additional janitorial position was added and bathroom maintenance is handled by the janitorial staff.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- d. Ordinance 24-04, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Re-Appropriating \$150,000 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Purchase Two Mobile Restrooms to be Placed at Karen Hornaday Park. City

Manager/Public Works Director. Introduction January 8, 2024 Public Hearing and Second Reading January 22, 2024.

Memorandum CC-24-010 from Public Works Director as backup.

Mayor Castner opened the public hearing.

Mike Jones, city resident, commented regarding the ongoing maintenance for these mobile restrooms and encouraged considering roles, responsibilities, and funding for cleaning, and maintaining these assets as necessary.

Robert Archibald, city resident and PARC Commissioner, noted they've been talking about bathrooms at Hornaday Park for a long time. The mobile units are plumbed with water and sewer, and moveable so when we have funding to build a restroom, these can be used elsewhere. He supports the ordinance.

Scott Adams, city resident, commented in support of purchasing mobile restrooms, it's a plus and it moves us in the right direction.

There were no other comments and the hearing was closed.

LORD/VENUTI MOVED TO ADOPT ORDINANCE 24-05 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Question was raised whether they could be used in a location where they can't be connected to water and sewer. City Manager Dumouchel responded these units aren't designed that way.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- e. Ordinance 24-05, An Ordinance of the City Council of Homer, Alaska Amending the FY24 and 25 Capital Budget by Appropriating Funds in the Amount of \$288,524 from the Port and Harbor Match Reserves to Meet the City's Increased Local Match Requirement for the Homer Harbor Expansion General Investigation Being Conducted in Partnership with the Army Corps of Engineers and the State of Alaska. Lord/Hansen. Introduction January 8, 2024 Public Hearing and Second Reading January 22, 2024.

Memorandum CC-24-011 from Council Members as backup.

Mayor Castner opened the public hearing.

Scott Adams, city resident, commented he supports Ordinance 24-05 and encouraged not spending the money until the other two partners commit. We can't do this ourselves.

HANSEN/LORD MOVED TO ADOPT ORDINANCE 24-05 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Council Member Lord noted the backup information in the packet related to funding and she appreciates Council's continued support of moving forward with the General Investigation. She noted comments from their earlier meeting regarding the timeline for this and having it brought forward in a different way than is outlined in the project management plan. She and Council Member Hansen can work on that with staff.

Council Member Erickson was encouraged during their work session and their report from HDR. She supports continuing to pursue funding for the General Investigation and thinks we might find we're in a better position than we think.

Mayor Castner added that after the work session Mr. McPherson with HDR confirmed that the only information gap right now is this bottom survey.

Council Member Aderhold appreciates the work being done to keep things moving with the Harbor Expansion Study. She acknowledged the public comment expressing concern about spending the money allocated by this ordinance. In this instance she doesn't feel the City is getting ahead of itself because she doesn't think the state will be willing to pass a capital budget item if the City hasn't allocated funding for this purpose.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- f. Ordinance 24-06, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Appropriating \$25,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund to Contract Engineering Services for Preliminary Design of Non-motorized Trails and Trailhead Connecting City of Homer Diamond Creek Property to the Proposed Highway Underpass. Davis. Introduction January 8, 2024 Public Hearing and Second Reading January 22, 2024.

Memorandum CC-24-036 from City Clerk as backup.

Memorandum CC-24-021 from Councilmember Davis as backup.

Mike Jones, city resident, questioned if the City has thought and looked forward to the roles, responsibilities, and potential funding necessary to cover things such as vandalism, crime, and homelessness that is sometimes is associated with underpasses. This seems like a good thing to do, but let's go in with eyes wide open.

Robert Archibald, city resident, commented about the amount of time volunteers have put in to looking at this. He and other have tried to map out and look at routes through the state and city parcels, it's going to be interesting. It's a great area with a lot of potential.

Scott Adams, city resident, supports this because he once envisioned that we'll be like Anchorage with bike paths for people to venture out. There are some hurdles to get through but the city and state can work through this issue.

Brad Parsons, city resident, commented he was involved with the beginning of this process and he fully supports it. DOT is going to improve the road and there's a lot of energy to connect these non-motorized paths and the only way to do it is to go underneath the highway.

Jan Keiser, city resident, commented in support of Ordinance 24-06, the city has been working toward connectivity in the trails it owns in this area, there's a master plan that shows it. This is a modest amount of money to put some time and energy into surveying and conceptual design.

Karin Marks, city resident, commented in support of Ordinance 24-06, she agrees with others comments and added this is taking the opportunity to do something quickly. It will be good for safety, our physical betterment as people, and our economic life.

DAVIS/ERICKSON MOVED TO ADOPT ORDINANCE 24-06 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Council Member Lord appreciated the inclusion of the Diamond Creek Recreational Management Plan information provided, it was helpful information was helpful. She noted in Homer we lack summer trails on this side of the bay.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

- a. Ordinance 24-11, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Appropriating \$20,000 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund for Events, Exhibits, and Programs Celebrating the 40th Year of the Sister-City Relationship between the City of Homer and Teshio, Japan. Lord/Venuti. Recommended dates Introduction January 22, 2024 Public Hearing and Second Reading February 12, 2024.

Memorandum CC-24-035 from Library Director as backup.

VENUTI/LORD MOVED TO INTRODUCE 24-11 BY READING OF TITLE ONLY.

Council Member Venuti shared that this is a way to learn about another culture and continue with our 40 year relationship with Teshio. Alternative plans are being considered in the event Teshio is unable to send a delegation, so this funding will be needed regardless.

Council Member Lord noted this has been a City hosted project and is also a community project as many people have been participating and brainstorming for the event. She added she feels it needs to be a City task force. There hasn't been any success in finding another group to spearhead this effort.

Mayor Castner commented about the ongoing relationship between Homer and Teshio and ongoing efforts to maintain the relationship.

There was discussion in support of creating a task force for this event.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

CITY MANAGER'S REPORT

a. City Manager's Report

City Manager Dumouchel highlighted items in his report, including Ordinance 23-61 is moving through the advisory bodies for review and it's due back to Council at the second meeting in February. He also addressed work on a grant related to Homer Spit Climate resiliency.

There were comments supporting the work on the grant related to Homer Spit Climate resiliency.

Council Member Lord asked for Comprehensive Plan status updates in his regular reports. City Manager Dumouchel reported there was a kick-off with Agnew Beck and weekly operational check-ins with them. They recently walked through a first draft of a public outreach communications plan and are looking at conducting a public outreach event per month in early spring and early summer. A goal is to get out and find people where they are and have a standard way to hold a conversation with a group when staff is out in the field, to get usable data that fits into what the consultants are looking for.

PENDING BUSINESS

NEW BUSINESS

a. Memorandum CC-24-027 from Council Members Erickson and Davis re: Parks Art Recreation and Culture Strategic Plan.

Council Members reviewed the information in the memorandum. It's intended to be Council's ideas to the Parks Art Recreation and Culture Advisory Commission (PARCAC) following their joint work

session. There was concurrence that a resolution be drafted to direct PARCAC for Council's next meeting.

- b. Memorandum CC-24-028 from City Clerk re: City Manager Evaluation Process.

There was brief discussion regarding scheduling City Manager Dumouchel's evaluation. It was recommended they hold it on an off council meeting evening so they have adequate time to conduct the evaluation, and suggested that there be questions they can give feedback on rather than a rating scale from 1 to 10.

RESOLUTIONS

- a. Resolution 24-015, A Resolution of the City Council of Homer, Alaska Requesting the State of Alaska to make a Meaningful and Timely Increase in the Base Student Allocation for Public Schools. Aderhold/Lord.

ADERHOLD/LORD MOVED TO ADOPT RESOLUTION 24-015 BY READING OF TITLE ONLY.

Council Member Aderhold explained Kenai Peninsula Borough Assembly Member Tyson Cox sponsored a similar resolution that passed unanimously, and he reached out and asked if she'd bring a resolution forward. She expressed her view on the importance of public schools for teaching K-12, and their importance for attracting employees to Homer to work for businesses in our town. She feels it's in the purview of the Council to take this action due to the importance of schools to a community, and because we couldn't maintain the Community Recreation program without the schools in the Homer area.

Council Member Venuti sees this as a message of support to the teachers, administrators, staff, and parents, to show that we understand the importance of education. She added she's reached out to our State Representative about the relationship between low education and sex trafficking. If we don't do this right, that's what happens.

Council Member Lord apologized for not including the KPB resolution because the language is almost identical, and reiterated their unanimous passage. She explained education is the single largest line item in the Borough's budget and solid waste is next. We've worked with the Borough on solid waste matters, like seven day access to the transfer station because it impacts us as a public service. There is an economic tie between the cities and education at the borough level. If we want working families to live here and encourage economic development, it will be increasingly hard pressed if we continue to go down this path with our school funding. She expressed that when we're in a scarcity mindsets worrying about if we'll have to lay teachers off every year, it reduces the ability to move beyond and think creatively. The school district is looking at an over \$13 million budget deficit, and having followed the KPB School District budgets and financials for the last 5 years, she doesn't see it born out that the funding goes to the teachers and not the students, as was commented earlier at the work session.

Council Member Erickson commented there are federally mandated programs that have to be in the school, but there isn't the money to pay staff to keep the people they have for those programs. She wished there was a way for the state to take ownership to ensure funding for those support people who work with special needs children.

Council Member Davis shared his strong support of this resolution. The excellence of the schools was the deciding factor that brought his family to Homer. There are several class mates of his daughter who have been accepted to MIT and other schools of a similar caliber. We have a gem here and it would be a shame to lose it due to lack of funding.

Council Member Hansen expressed that the public school system is vital to families, and single working parents.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

COMMENTS OF THE AUDIENCE

Wayne Aderhold, city resident, commented regarding the book *A Wolf at the Schoolhouse Door* that addresses the unsubtle attack on public schools, he highly recommends it. He commented about the recent Nordic Ski Club Besh Cup races and the Big Read book club events that are happening.

Scott Adams, city resident commented regarding the Port and Harbor website and conflicting information regarding parking fees and expressed concern about the launch ramp fees and long term parking. Regarding Ordinance 24-06, he requested they come up with legislation to look at the end of the project at Kachemak Drive, and we need a turn lane there. He also commented regarding the 2022 audit and repercussions for those involved.

Mike Stark, city resident, encouraged consideration of public/private partnerships regarding the new recreation center, they can accelerate and help in many ways. He commented about accountability related to the audit, it's crucially important to get timely information and noted consequences for deliverables not being met, like a reduction in their fee. Audits are necessary for strategic planning.

Brad Parsons, city resident, thanked Council for their support of Ordinance 24-06. He recognized the Homer Trails Alliance for their work to make this happen and encouraged continued work with them.

COMMENTS OF THE CITY ATTORNEY

City Attorney Gatti had no comments.

COMMENTS OF THE CITY CLERK

City Clerk Jacobsen noted openings on the ADA Advisory Board and the Port and Harbor Advisory Commission.

COMMENTS OF THE CITY MANAGER

City Manager Dumouchel announced job openings with the City for a Fire Fighter, Mechanic, and Port Property Associate.

COMMENTS OF THE MAYOR

Mayor Castner commented there are only a couple of places to pull money to pay for a bond for a new rec center. It will take a general obligation bond and he's intending to bring forth an ordinance to ask the voters at the next election if they want to continue the sales tax once the police station is paid off.

COMMENTS OF THE CITY COUNCIL

Council Member Hansen had no comment.

Council Member Erickson commented regarding upcoming events, including the Epic Tour, Fun Run, and ice races on the lake. She thanked everyone for good discussion tonight.

Council Member Davis commented that he Chamber will be celebrating their 75th anniversary with an event with their membership, and about the upcoming Winter Carnival Parade.

Council Member Aderhold commented the Besh Cup race was a great event where skiers can earn points towards going to national skiing events. She shared information from the AML Legislative Committee regarding their discussion on HB250 that removes municipal control of when and how they hold elections. It would mandate municipal elections occur on the same day as state elections, change all terms from three to four years, and municipal elections would only occur on even numbered years. It would make Election Day a holiday, and it was pointed out that would be costly as there are a lot of people who have to work on that holiday. She plans to bring a resolution on this matter at their next meeting.

Council Member Venuti thanked Jan Keiser for wanting to participate on PARCAC following her retirement. She noted Coops Coffee will be accepting donations for the Community Resource Connect event, the upcoming promotion of two Fire Captains at the fire hall, and the upcoming Winter Carnival Parade.

Council Member Lord thanked everyone for a good meeting, and noted she'll be telephonic at the next one. She'll be in Juneau with her new job working for the Alaska Food Policy Council and she's excited to be participating in her first Food Security Week Fly-in with 50 other food advocates from around the state. She spent Saturday listening to the House Rules Committee that started at 10 a.m., she was able to testify at 2:30 p.m. and they finished around 4:45 p.m. The legislature's in process and we have phenomenal resources through Gavel Alaska to listen and participate in meetings. The legislature's website has a tremendous amount of information and Amber at our LIO Office can provide many resources and help with understanding issues people may be concerned about or interested.

ADJOURN

There being no further business to come before the Council Mayor Castner adjourned the meeting at 8:49 p.m. The next Regular Meeting is Monday, February 12, 2024 at 6:00 p.m. and Committee of the Whole at 5:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Melissa Jacobsen, MMC, City Clerk

Approved:_____



MEMORANDUM

Re-Appointment of Crisi Matthews to the Port & Harbor Advisory Commission.

Item Type: Action Memorandum
Prepared For: Homer City Council
Date: February 7, 2024
From: Mayor Castner

Crisi Matthews is re-appointed to the Port & Harbor Advisory Commission. The term expires February 1, 2027.

Recommendation

Confirm the re-appointment of Crisi Matthews to the Port & Harbor Advisory Commission.

Attachments:

Crisi Matthews application



Advisory Body Application For Reappointment to Committees, Commissions, Board & Task Forces

Office of the City Clerk

491 East Pioneer Avenue

Homer, Alaska 99603

Phone: (907) 235-3130

Fax: (907) 235-3143

clerk@cityofhomer-ak.gov

The Information provided on this form will provide the basic information to the Mayor and City Council on your interest in serving on the selected Advisory Body. It is considered public and will be included in the City Council meeting packet. This information will be published in the City Directory and within city web pages if you are reappointed by the Mayor and your reappointment is confirmed by the City Council.

Applicant Information

Full Name: Crisi Mathews M

Physical Address Where you Claim Residency: 40755 Misty Ridge

Mailing Address: Homer, Alaska

City: 99603 State: _____ Zip: _____

Phone Number(s): 907 299 8700

Email: shop@homershores.com

Advisory Body You Are Requesting Reappointment To

- Planning Commission
- Parks, Art, Recreation & Culture Advisory Commission
- Port & Harbor Advisory Commission
- Economic Development Advisory Commission
- Library Advisory Board
- ADA Advisory Board
- Other - Please Indicate _____

Please Answer the Following

Do you have a current Public Official Conflict of Interest Disclosure Statement on file with the City Clerk as required by HCC 1.18.043? Yes No

What resident type is your current seat? City Resident Non-City Resident

Has your residency changed since your last appointment? Yes No

How long have you served on this advisory body? 2 years?

Background Information

Please list any current memberships or organizations that you belong to related to the advisory body you serve on:

Elks member & committee chair 2024, also Chamber member. Prior to this position, I held multiple other advisory & leadership positions in organizations around Homer (PTA, Girl Scouts, Chamber, Boy Scouts) I have simply streamlined my effort & time for this.

Please explain why you wish to be reappointed to the Advisory Body to which you currently serve. This may include information on accomplishments or projects completed, future goals for the body, or any additional information that may assist the Mayor in the decision making process. You may attach an additional page if needed.

My hope is to continue to contribute knowledge and energy into the future of the Harbor Assets owned by the City. As a daily user of the Spit, moorage customer & private property owner, I feel I can add outside input to decisions going forward. Lastly owning businesses on the spit over the last 10 years and outlying area beyond the spit, that coupled with being a real estate broker affords me the opportunity to speak from multiple backgrounds. Thank you for your consideration!



MEMORANDUM

Standard Marijuana Cultivation License Transfer for Cosmic SeaWeed, LLC and Cosmic Cannabis Company, DBA Cosmic SeaWeed, LLC

Item Type: Action Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: February 7, 2024
From: Zach Pettit, Deputy City Clerk

The City Clerk's Office has been notified by the Alcohol and Marijuana Control Office of a Marijuana Cultivation License Transfer within the City of Homer for the following:

License Type: Marijuana Product Manufacturing Facility
License #: 19728
DBA Name: Cosmic SeaWeed, LLC
Service Location: 262 Charles Way, Homer, AK 99603
Licensee: Cosmic SeaWeed, LLC
Contact Person: Chris Long

License Type: Marijuana Retail Store
License #: 21417
DBA Name: Cosmic Cannabis Company
Service Location: 261 East Bunnell Ave, Homer, AK 99603
Licensee: Cosmic SeaWeed, LLC
Contact Person: Chris Long

Recommendation:

Voice non-objection and approval for the marijuana cultivation license transfer.

Attachments:

AMCO Application
City Planners Non-Objection
City of Homer Police Non-Objection
Kenai Peninsula Borough Non-Objection



January 18, 2024

Homer/Kenai Peninsula Borough

VIAEmail: mjacobsen@ci.homer.ak.us ; rkrause@ci.homer.ak.us ; clerk@cityofhomer-ak.gov ;
micheletturner@kpb.us ; tward@kpb.us ; mjenkins@kpb.us ; nscarlett@kpb.us ; mboehmler@kpb.us ;
rraidmae@kpb.us ; slopez@kpb.us ; bcarter@kpb.us ; mquainton@kpb.us

License Number:	19728
License Type:	Marijuana Product Manufacturing Facility
From - Physical Address:	262 Charles Way Homer, AK 99603
To - Physical Address:	261 East Bunnell Avenue Homer, AK 99603

Transferor (from):	Cosmic SeaWeed, LLC
Doing Business As:	COSMIC SEAWEED, LLC
Designated Licensee:	Chris Long
Phone Number:	907-982-0513
Email Address:	cosmicseaweed@gmail.com

Transferee (to):	Cosmic SeaWeed, LLC
Doing Business As:	COSMIC SEAWEED, LLC
Designated Licensee:	Chris Long
Phone Number:	907-982-0513
Email Address:	cosmicseaweed@gmail.com

- Transfer of License Transfer of Controlling Interest Transfer of Location Only
 Transfer of license and location

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.045(c)(2) and 3 AAC 306.046(d) as applicable. Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice and provide AMCO proof of service of the protest upon the applicant. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the transfer, but require

the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a marijuana establishment license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our January 31-February 1, 2024, meeting.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson". The signature is written in black ink on a white background.

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov



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

Alaska Marijuana Control Board
Form MJ-00: Application Certifications

Why is this form needed?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

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

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic Seaweed, LLC				
Premises Address:	261 E. Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chris C Long
Title:	Managing Member of Cosmic Enterprises LLC

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

21417 - Retail Marijuana Store



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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

CL

I certify that I am not currently on felony probation or felony parole.

CL

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

CL

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

CL

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

PL

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

CL

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

CL

I certify that my proposed premises is not located in a liquor licensed premises.

PL

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

CL

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

CL

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

CL



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

Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

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

ce

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

ce

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

ce

All marijuana establishment license applicants:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

ce

Chris C Long

Printed name of licensee

Chris C Long
Signature of licensee



Alaska Marijuana Control Board Form MJ-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
A diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
If different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
A **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
An **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
A diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic Seaweed, LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	261 E Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603



Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- License number and DBA
- Legend or key
- Color coding
- Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- Dimensions
- Labels
- True north arrow

The following additional details must be included in Diagram 1:

- Surveillance room
- Restricted access areas
- Storage areas
- Entrances, exits, and windows
- Walls, partitions, and counters
- Any other areas that must be labeled for specific license or endorsement types
- ** Serving area(s)
- **Employee monitoring area(s)
- **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- Areas of ingress and egress
- Cross streets and points of reference

The following additional details must be included in Diagram 5:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions
- Cross streets and points of reference

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Initial:

CL

Chris Long

Printed name of licensee

Chris Long
Signature of licensee

31



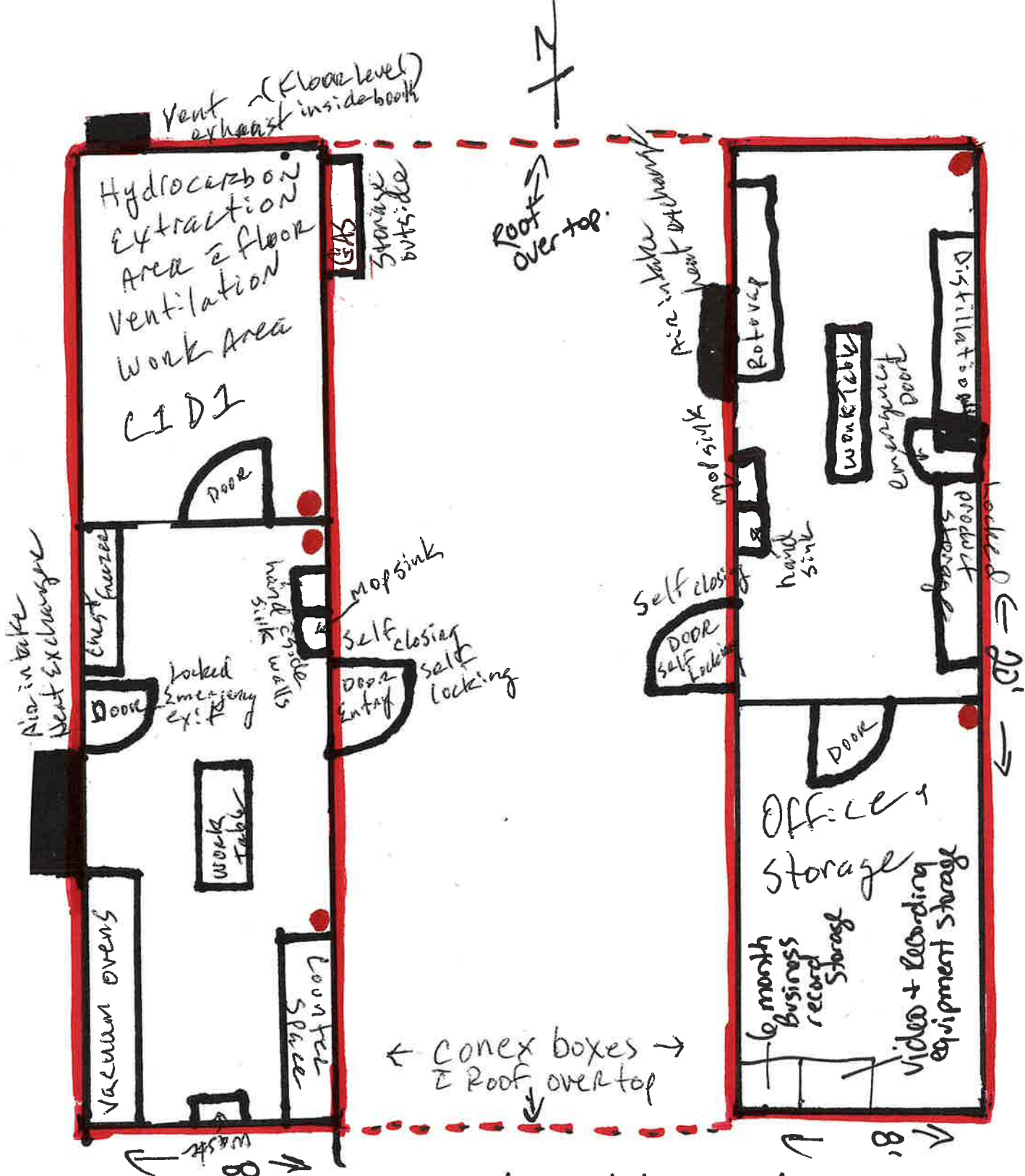
Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

Section 3 – Cultivation Applicants ONLY

Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

3.1. Describe the site of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

N/A



□ - proposed licensed premises/restricted access area

● Fire extinguishers

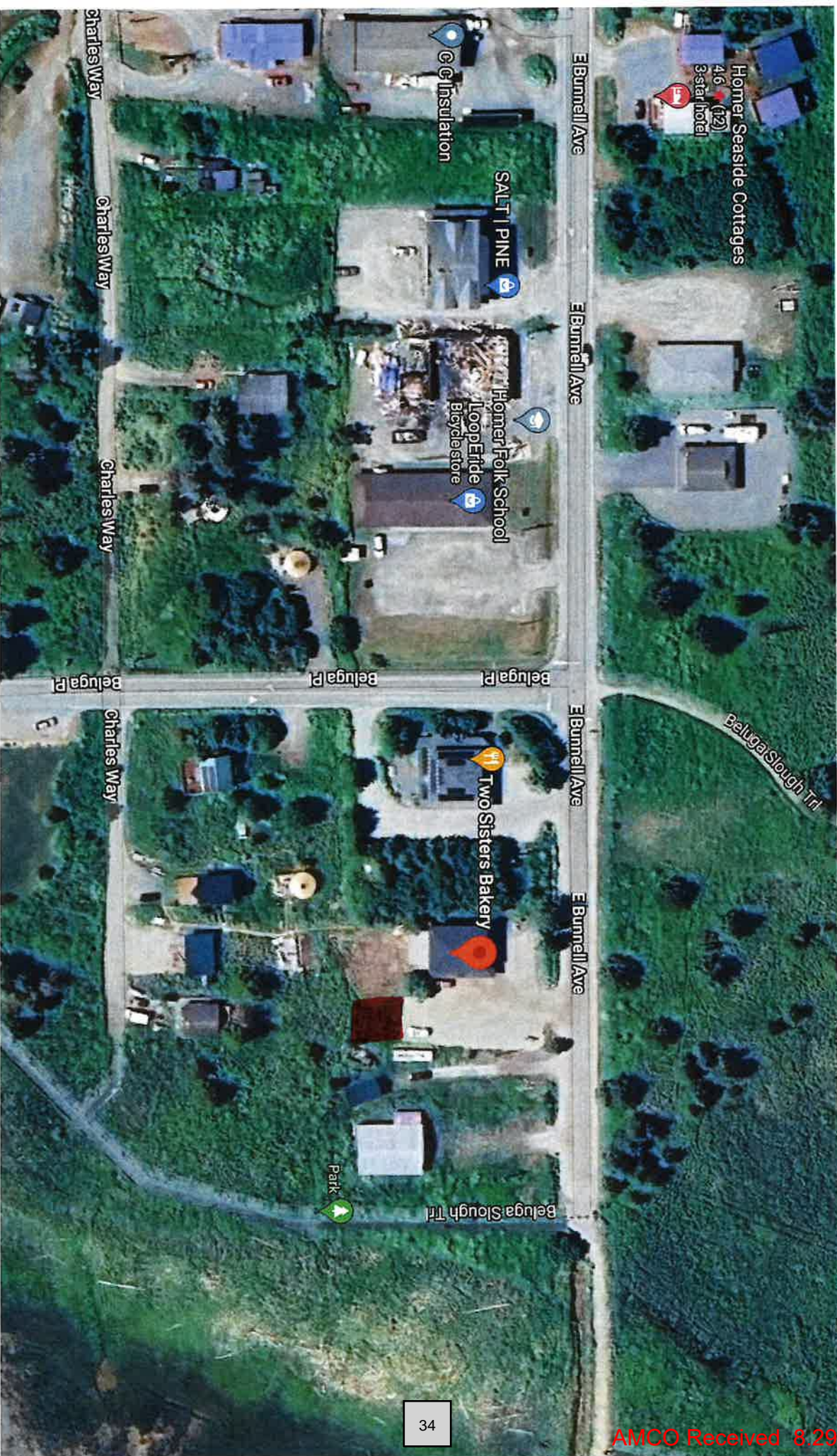
Parking

Cosmic Cannabis Company 70 ft alley

Cosmic Seaweed, LLC License # 19728

Diagrams 1, 2 & 5

N
Cosmic Seaweed LLC
License # 19728



— Proposed licensed premises/
Right to possess; on Diagrams 3+4



Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-05: Marijuana Product Manufacturing Facility

Why is this form needed?

This operating plan supplemental form is required for all applicants seeking a marijuana product manufacturing facility license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 5** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.520(3).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Equipment, compounds, and processes to be used
- Waste disposal
- Testing procedure and protocols
- Proposed marijuana concentrates and marijuana products
- Proposed product packaging and sample labels
- Prohibitions

This form must be completed and submitted to AMCO’s Anchorage office before any new or transfer application for a marijuana product manufacturing facility or marijuana concentrate manufacturing facility license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	261 East Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603



Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility’s operations. Include information regarding the intake, flow, and transfer of marijuana, marijuana concentrate, and marijuana product at and from your premises:

All marijuana and marijuana products will be tracked in Metrc from their intake at the facility, to use in a manufactured product or disposal, to the transfer to another licensed facility. All shipments of marijuana or marijuana product that arrives at the facility will be first inspected by the licensee or designated employee before being accepted or rejected. For consistency, the shipment contents will be weighed with inspected scales and reconciled with the transport manifest, shipment labels and packaging labels. Any shipments with discrepancies will be rejected. Shipments that pass facility inspection will be accepted, immediately entered into Metrc and added to the inventory log. At the end of each business day, the licensee, a designated employee or a manager will reconcile each transfer, to or from another licensed facility, with Metrc and the inventory on hand to ensure accurate counts and to resolve discrepancies immediately. Random sample(s) of each concentrate manufactured at Cosmic SeaWeed will be sent to a licensed testing lab and the remainder of the production lot will be segregated from all other products and currency until the testing results are received. Once the passing testing results are received, marijuana products will be packaged and labeled in compliance with all AMCO regulations. The packaged products will then be transported by the licensee, a designated employee or manager, or by a third-party transport company. All transporters will have valid marijuana handler permits. All transfers will be entered into Metrc, which will generate a trip manifest that will be sent with each shipment as well as stored as an official business record.

Section 3 – Equipment and Compounds to be Used

Review the requirements under 3 AAC 306.555.

3.1. Describe the equipment and solvents, gases, chemicals, and other compounds the marijuana product manufacturing facility will use to create marijuana concentrates:

Cosmic SeaWeed, LLC will use the following equipment, chemicals and solvents in the facility:

Equipment:

- Closed Loop hydrocarbon extraction machine
- Rotary evaporators
- Vacuum ovens
- Winterizing Freezers
- Drying and decarboxylating oven
- Wide film molecular still
- Laboratory grade glassware, filters, vacuum pumps and other laboratory equipment including stirrers
- Commercial oven
- Rosin press

Chemicals and Solvents:

- Butane, N-Butane, Iso-Butane
- Propane
- Ethanol
- Commercial cleaning chemicals



Section 4 – Waste Disposal

Review the requirements under 3 AAC 306.740.

4.1. Describe how you will store, manage, and dispose of any solid or liquid marijuana waste, including expired or outdated marijuana or marijuana product, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Cosmic SeaWeed, LLC anticipates producing the following marijuana plant and product waste: (1) contaminated or infected marijuana or marijuana products (concentrates), (2) marijuana or marijuana products (concentrates) deemed by the licensee or a manager as unfit for sale or consumption for any reason, (3) marijuana product that fails lab testing, (4) marijuana plant waste created during the extraction process, (5) marijuana or marijuana concentrates that become expired (if applicable), (6) other marijuana or marijuana concentrate waste as determined by AMCO. Once marijuana or marijuana concentrates are deemed as waste, the waste will be separated from all other marijuana and marijuana concentrates and securely stored in locked bins on the licensed premises. Cosmic SeaWeed will enter the waste in Metrc, note the waste in the facility waste log, and submit the form prescribed by the board prior to rendering it unusable. All solid marijuana plant waste and marijuana concentrate waste will be ground and mixed with other solid compostable or non-compostable waste such as paper waste, plastic waste, cardboard waste, food waste, yard waste, vegetable grease, oil or soil until the mixture is no more than 50% marijuana waste by volume. Liquid marijuana waste, such as concentrates, will be mixed with at least equal parts of non-marijuana waste, and stored away from all other marijuana and marijuana products inside the facility in a locked waste container. The unusable waste will be placed in a secured waste storage container, until it is transported to a landfill via a designated employee or a third-party contracted waste transporter. The Waste Log information will be securely stored as an official business record and will be made available upon request to AMCO.



Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.520 and 3 AAC 306.550.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

5.1. I will ensure that any individual responsible for collecting random samples for required laboratory testing under 3 AAC 306.550 will prepare the necessary accompanying signed statement, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record under 3 AAC 306.755.

[Handwritten initials]

Answer "Yes" or "No" to the following question:

Yes No

5.2. Will the marijuana product manufacturing facility be performing in-house testing (as defined under 3 AAC 306.990(b)(20))?

[Checked box] [Empty box]

If "Yes" to 5.2, you must be able to certify the statement below. Read the following and then sign your initials in the box: Initials

5.3. The area where in-house testing will occur is clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.

[Handwritten initials]

5.4. Describe the testing procedures and protocols the marijuana product manufacturing facility will follow:

The licensee, designated employee or manager will be responsible for collecting a random sample(s) from each production lot to be sent to a licensed testing facility. The responsible party will sign a statement certifying that the sample was randomly selected. A copy of the signed statement will accompany the sample to the testing facility and another copy will be maintained on-site as an official business record. The sample will be transported to the testing facility by the licensee, manager, employee, or third-party transport company. All transporters will have valid marijuana handler permits. The remainder of the production lot will be quarantined in secure containers, separate from all other marijuana and marijuana concentrates, until the passing testing results are received. During the quarantine period, all products will be securely stored on-site and kept cool and dry to prevent contamination or loss of efficacy. Testing facility results will be stored as an official business record and will be made available to AMCO upon request. All products that fail to pass testing will be rendered unusable, in compliance with all regulations.



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Vegetable Oil		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	12 months
Intended Use: Smokable/ edible/topical/wholesale/etc.	Wholesale/In-House		

Product Description: Details must include the color, shape, and texture.	A transparent, yellow cannabis infused vegetable oil that will take the shape of any container.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Vegetable oil, decarboxylated cannabis oil from our previously approved BHO process.		
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Flavors: List all current and potential future flavors:	N/A		
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Standard Production Procedure and Detailed Manufacturing Process:	Mix vegetable oil and decarboxylated cannabis oil under heat, agitate until homogeneous, and allow to cool. Final product will be packaged and placed in storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Vegetable Oil
Product Type:	Wholesale/In-House

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Vegetable Oil will be stored in clean and sanitized containers with sealed lids, up to five (5) pounds in each container. The total volume and weight of concentrate will vary between 25-99% THC with each batch. Each batch will be tested by an independent lab to determine the percentage of THC and other test parameters. Each container will be marked with the name of the product, Metrc package number, date, test lab, lab license number, strain, THC percentage and test results. Cosmic Vegetable Oil will be used inside our facility to produce Cosmic SeaWeed products or sold wholesale with the intent to be used in other facilities' products.</p> <div style="text-align: center;">  </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: COSMIC SEAWEED, LLC License Number: 19728 Product Name: Cosmic Vegetable Oil Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result:</p> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p>
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Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Cosmic Tincture		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	12 months
Intended Use: Smokable/ edible/topical/wholesale/etc.	Wholesale/In-House		

Product Description: Details must include the color, shape, and texture.	A transparent, cannabis infused liquid ranging from yellow to brown in coloration which may also contain a variety of herbal infusions (extracts, please see supplementary page for list of potential herbal ingredients; packaging will disclose). Tincture will take the shape of any container.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Medium-chain triglyceride oil (MTC), vegetable glycerin, herbal extracts (optional, please see supplementary page for list of potential herbal ingredients), lecithin, decarboxylated cannabis oil from our previously approved BHO process, and optional cannabinoids (100mg CBD, and/or CBG, and/or CBN, packaging will disclose). Alaska Hemp Registration # 20-3R-0049		
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Flavors: List all current and potential future flavors:	N/A		
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Standard Production Procedure and Detailed Manufacturing Process:	Ingredients will be mixed under heat until homogeneous, allowed to cool, then filled into dropper bottles. Final product will be sealed and placed in storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Tincture
Product Type:	Wholesale/In-House

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Tincture will be stored in clean and sanitized containers with sealed lids, up to five (5) pounds in each container for in-house use and wholesale sales. The total volume and weight of concentrate will vary between 25-99% THC with each batch. Each batch will be tested by an independent lab to determine the percentage of THC and other test parameters. Each container will be marked with the name of the product, MetrC package number, date, test lab, lab license number, strain, THC percentage and test results. Tincture will also be packaged in 2oz bottles with pipettes indicating .2oz single servings with either a child resistant cap or tamper evident seal. 10 single servings per bottle totaling 100mg of THC per bottle.</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: COSMIC SEAWEED, LLC License Number: 19728 Product Name: Cosmic Tincture Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or <u>breast feeding</u>.</p>
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Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic SeaGlass (Infused Hard Candies)		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	12 months
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	Hard candies of varying flavors (see supplemental page for list of potential flavors). Candies will be square (1/2"x1/2"x1/4") or cylindrical (1/2"L x 1/4"H x 1/4"W). Muted color will vary depending on flavor.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Sugar, corn syrup, decarboxylated cannabis oil from our previously approved BHO process, artificial flavors (extracts, see supplemental page for list of potential flavors), artificial colors (food coloring), CBD from an approved Alaska Industrial Hemp approved source at a 1:1, 2:1, 3:1 or 5:1 ratio with the final ratio on the final product label. Alaska Hemp Registration # 20-3R-0049		
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Flavors: List all current and potential future flavors:	See attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Decarboxylated cannabis oil manufactured using our previously approved BHO process will be mixed with sugar and corn syrup, then brought to 295 degrees Fahrenheit. Flavoring and food coloring will be added and mixed in under heat, then the solution will be separated into trays, cooled, packaged, and placed in storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic SeaGlass (Infused Hard Candies)
Product Type:	Edible

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic SeaGlass (Infused Hard Candies) will be packaged in child-resistant pop-top containers or heat-sealed, resealable, child-resistant mylar bags (windowed or non). Single serving and total mg of THC per package will be clearly indicated on the final product label. 10mg single serving example label below. 1 single serving = 1 candy Packages will contain: 40 - 2.5mg THC candies = 100mg THC 20 - 5mg THC candies = 100mg THC 10 - 10mg THC candies = 100mg THC.</p> <p>Windowed mylar bags will be placed in an opaque exit package by retailer prior to customer exiting the retail store.</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic SeaGlass Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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(Additional Space as Needed):

Acai (Purple); Apple (Red); Apple Cinnamon (Tan); Apricot (Yellow); Almond (Tan); Banana (Yellow); Banana Rhubarb (Yellow); Banana; Berry (Purple); Berries and Cream (Blue); Blackberry (Purple); Black Raspberry (Deep Red); Blood Orange (Orange); Blue Raspberry (Blue); Blueberry (Blue); Boysenberry (Purple); Bubblegum (Pink); Butter Pecan (Tan); Butter Rum (Tan); Butterscotch (Tan); Bourbon (Tan); Candy Cane (White); Cappuccino (Tan); Caramel (Brown); Caramel Apple (Tan); Candy Corn (Orange); Cardamom (Grey); Carrot Cake (Orange/White); Chai (Tan/White); Cheesecake (White); Cherry (Red); Chocolate (Brown); Chocolate Blackberry (Brown); Chocolate Coffee (Brown); Chocolate Cherry (Brown); Chocolate Coconut (Brown); Chocolate Cheesecake (Brown); Chocolate Fudge (Brown); Chocolate Hazelnut (Brown); Chocolate Malt (Brown); Chocolate Mint (Brown); Chocolate Peanutbutter (Tan); Chocolate Salted Caramel (Tan); Coconut (White); Coconut Cream (White); Coconut Lime (Green); Coffee (Tan); Cookie Dough (Tan); Cotton Candy (Pink); Creme Brulee (Tan); Cranberry (Red); Cranberries and Cream (pink); Cream Soda (Tan); Custard (Yellow); Dark Chocolate (Brown); Dragon Fruit (Pink); Earl Grey (Grey); Eggnogg (Off White); Espresso (Brown); Fig (Purple); Fudge (Brown); Ginger Green Tea (Yellow/Green); Ginger Lemon (Yellow); Ginger Peach (Peach); Ginger Strawberry (Pink); Gingerbread (Tan); Gooseberry (Yellow); Graham Cracker (Tan); Grape (Purple); Grapefruit (Pink); Green Apple (Green); Green Tea (Green); Green Tea & White Chocolate (Green); Guava (Pink); Hazelnut (Tan); Honey (White); Irish Cream (White); Key Lime (Green); Kiwi (Green); Kiwi Strawberry (Green); Kona Cream (Tan); Lavender (Purple); Lemon (Yellow); Lemon Lime (Yellow/Green); Lemon Meringue (Yellow); Lemon Raspberry (Red); Lime (Green); Malted Milk (White); Mandarin Orange (Orange); Mango (Yellow); Mango Cashew Coconut (Yellow); Mango Cream (Yellow); Mango Rhubarb (Yellow); Maple (Tan); Maple and Cream (Tan); Marshmallow (White); Matcha (Green); Melon (Green/Yellow); Mint (Green); Mocha (Brown); Nectarine (Orange); Nectarine Rhubarb (Orange); Orange (Orange); Orange Rhubarb (Orange); Papaya (Pink); Passion Fruit (Purple); Rhubarb (Purple); Peach (Peach); Peaches and Cream (Peach); Peach Rhubarb (Peach); Peanut Butter (Tan); Peanut Butter & Jelly (Purple); Pear (White); Pineapple (Yellow); Pineapple Rhubarb (Yellow); Plum (Purple); Pecan Pie (Tan); Pistachio (Green); Pumpkin Pie (Orange); Pumpkin Spice (White); Peppermint (Red); Peanut Butter (Tan); Raspberry (Red); Red Velvet (Red); Raspberry Rhubarb (Red); Root Beer (Brown); Rose Water (Pink); Salted Caramel (Tan); Salted Caramel Apple Cinnamon (Tan); S'mores (Tan); Strawberry (Red); Strawberries and Cream (Red); Strawberry Lemonade (Red); Strawberry Rhubarb (Pink); Tangerine (Orange); Tiramisu (Tan); Toffee (Tan); Vanilla (White); Vanilla Rose (Pink); Watermelon (Pink); White Chocolate (White); White Chocolate Lavender (Purple); Wild Berry (Purple)



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Resin		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable/Wholesale/In-House		

Product Description: Details must include the color, shape, and texture.	A malleable, somewhat translucent concentrate that ranges from clear to brown in color, often resembling crystallized honey. Product is semi-viscous, waxy, and contains crystallized structure. Color and texture of concentrate varies.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	N/A		
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Flavors: List all current and potential future flavors:	N/A		
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Standard Production Procedure and Detailed Manufacturing Process:	Fresh flower or trim is frozen directly after harvest at -40 degrees Fahrenheit. Cannabis concentrate will be extracted using our previously approved closed loop BHO process, and hydrocarbons will be expunged via vacuum oven under specified conditions to remove all residual solvents below regulated ranges (3 AAC 306.645), and to achieve desired consistency. The final product will be packaged, sealed, and placed in storage until testing and shipment		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Resin
Product Type:	Smokable/Wholesale/In-House

Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Up to seven (7) grams of live resin will be placed into small glass, plastic, or silicone containers, vape cartridges or syringes, common size will be .3g, .5g or 1g, and then packaged into resealable, child resistant mylar bags, a cardboard box with a tamper seal, CR blister pack or a child resistant cardboard box. The actual amount of total THC will be listed on the label per testing results. Up to five (5) pounds of Live Resin may be stored in food grade containers for wholesale sales and in-house use. Products packaged in a windowed mylar bag will be placed in an opaque exit package by the retailer before the customer exits the retail store.

Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Produced By: COSMIC SEAWEED, LLC
License Number: 19728
Product Name: Cosmic Resin **Strain:**
Batch/Lot Number: **Gross Weight:** **Net MJ Weight:** **OZ(g)**
Best By Date: **Packaging Date:**
Tested By: **License Number:**
Total THC: **THCA:** **CBD:** **CBDA:** **CBN:**
Microbial Test: **Pesticides:** **Herbicides:**
Fungicides:
Residual Solvent Test: **Contaminants Test Result:**
Retailer: **License Number:**

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Peanut Butter Passion Cookies		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	3 weeks shelf, 3 mo frozen
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	A moist, chewy, cannabis infused peanut butter cookie that will be circular, 2.5"-3" in diameter, and tan to brown in coloration.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Flour, peanut butter, brown sugar, white sugar, butter, eggs, butter, decarboxylated cannabis oil from our previously approved BHO process, baking soda, baking powder, vanilla extract, salt.		
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Flavors: List all current and potential future flavors:	Peanut Butter.		
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Standard Production Procedure and Detailed Manufacturing Process:	Mix peanut butter, decarboxylated cannabis oil, and sugar together. Beat eggs in, add baking soda, baking powder, and vanilla extract, then stir in flour. Uniform quantities of dough will be scooped into balls, sprinkled with granulated sugar, and pressed before baking at 350 degrees Fahrenheit, set aside to cool, then placed in frozen storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Peanut Butter Passion Cookies
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Peanut Butter Passion Cookies will be packaged in a child resistant, opaque, and resealable mylar bag which may or may not have a window to view the product. Individual servings (1 single serving = 1 Cookie) will come in 2.5mg, 5mg and 10mg THC, and packaging will be as follows:</p> <p>2.5mg x 40 cookies = 100mg total per package 5mg x 20 cookies = 100mg total per package 10mg x 10 cookies = 100mg per package</p> <p>Cosmic Peanut Butter Passion Cookies packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to exiting the retail store.</p> <div style="text-align: center;">  </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Peanut Butter Passion Cookies Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Cosmic Peanut Butter Fudge		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	2 mo. fridge, 9 mo. frozen
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	Soft, smooth cannabis infused chocolate peanut butter fudge in 2"x2" squares or 1"x1" spheroid shapes, with brown to dark brown coloration. Dark or milk chocolate may be drizzled atop the squares, and the spherical peanut butter fudge pieces will be covered in chocolate.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Filling: Heavy cream, sugar, cacao powder, peanut butter, brown rice syrup, salt, natural flavors (extracts, see supplemental page for potential flavors, which will be displayed on packaging), natural coloring (vegetable extracts), lecithin, decarboxylated cannabis oil from our previously approved BHO process. Chocolate: cacao powder, cacao butter, milk powder, sugar, salt.		
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Flavors: List all current and potential future flavors:	See Attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Fudge ingredients will be mixed under heat until homogeneous, and the resulting mixture will be poured in equal proportions into molds, then set aside to cool. Chocolate ingredients will be mixed under heat separately. For fudge squares, cut into uniform shapes and apply chocolate drizzle. For spheroids, scoop material from fudge mixture, then dip them in chocolate and allow to cool. Individual pieces will be covered in fine starch or sugar to prevent cohesion in packaging. The final product will be packaged and placed in frozen storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Peanut Butter Fudge
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Peanut Butter Fudge will be individually wrapped in cellophane (or similar), and placed in a child resistant, opaque, and resealable mylar bag with an optional clear section to display the product. Individual servings (1 fudge square or spheroid) will come in 2.5mg, 5mg and 10mg THC, and packaging will be as follows: 2.5mg x 40 Fudge squares/spheroid = 100mg total per package 5mg x 20 Fudge squares/spheroid = 100mg total per package 10mg x 10 Fudge squares/spheroid = 100mg per package</p> <p>Cosmic Brownies packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to exiting the retail store.</p> <div style="text-align: center;">  </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Peanut Butter Fudge Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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(Additional Space as Needed):

Acai; Apple; Apple Cinnamon; Apricot; Almond; Banana; Banana Rhubarb; Banana; Berry; Berries and Cream; Blackberry; Black Raspberry; Blood Orange; Blue Raspberry; Blueberry; Boysenberry; Bubblegum; Butter Pecan; Butter Rum; Butterscotch; Bourbon; Candy Cane; Cappuccino; Caramel; Caramel Apple; Candy Corn; Cardamom; Carrot Cake; Chai; Cheesecake; Cherry; Chocolate; Chocolate Blackberry; Chocolate Coffee; Chocolate Cherry; Chocolate Coconut; Chocolate Cheesecake; Chocolate Fudge; Chocolate Hazelnut; Chocolate Malt; Chocolate Mint; Chocolate Peanutbutter; Chocolate Salted Caramel; Coconut; Coconut Cream; Coconut Lime; Coffee; Cookie Dough; Cotton Candy; Creme Brulee; Cranberry; Cranberries and Cream; Cream Soda; Custard; Dark Chocolate; Dragon Fruit; Earl Grey; Eggnog; Espresso; Fig; Fudge; Ginger Green Tea; Ginger Lemon; Ginger Peach; Ginger Strawberry; Gingerbread; Gooseberry; Graham Cracker; Grape; Grapefruit; Green Apple; Green Tea; Green Tea & White Chocolate; Guava; Hazelnut; Honey; Irish Cream; Key Lime; Kiwi; Kiwi Strawberry; Kona Cream; Lavender; Lemon; Lemon Lime; Lemon Meringue; Lemon Raspberry; Lime; Malted Milk; Mandarin Orange; Mango; Mango Cream; Mango Rhubarb; Maple; Maple and Cream; Marshmallow; Matcha; Melon; Mint; Mocha; Nectarine; Nectarine Rhubarb; Orange; Orange Rhubarb; Papaya; Passion Fruit; Rhubarb; Peach; Peaches and Cream; Peach Rhubarb; Peanut Butter; Peanut Butter & Jelly; Pear; Pineapple; Pineapple Rhubarb; Plum; Pecan Pie; Pistachio; Pumpkin Pie; Pumpkin Spice; Peppermint; Peanut Butter; Raspberry; Red Velvet; Raspberry Rhubarb; Root Beer; Rose Water; Salted Caramel; Salted Caramel Apple Cinnamon; S'mores; Strawberry; Strawberries and Cream; Strawberry Lemonade; Strawberry Rhubarb; Tangerine; Tiramisu; Toffee; Vanilla; Vanilla Rose; Watermelon; White Chocolate; White Chocolate Lavender; Wild Berry



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Oat Cookies		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	3 wk. fridge, 3 months frozen
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	A soft, chewy cookie with oats and fruit. The standardized dough will produce a tan, circular cookie, which will be accented by the color of whatever fruit was used.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Flour, fruit, oats, sugar, butter, eggs, decarboxylated cannabis oil from our previously approved BHO process, baking soda, baking powder, vanilla extract, salt.		
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Flavors: List all current and potential future flavors:	See Attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Mix all ingredients until homogeneous, scoop in uniform quantities on to a baking surface, baked at 350 degrees Fahrenheit, then allow to cool. Final product will be packaged, sealed, and placed in frozen storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Oat Cookies
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Oat Cookies will be packaged in a heat-sealed, resealable, child resistant opaque or windowed Mylar bag with individual servings (1 single serving = 1 cookie), up to 40 in each bag. Individual servings will come in 2.5mg, 5mg, and 10mg total, and packaging will be as follows:</p> <p>2.5mg x 40 brownies = 100mg 5mg x 20 brownies = 100mg 10mg x 10 brownies = 100mg</p> <p>products packaged in windowed mylar bags will be placed in opaque exit bags by retailers.</p> <div style="text-align: center;">  </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Oat Cookies Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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(Additional Space as Needed):

Acai; Apple; Apple Cinnamon; Apricot; Almond; Banana; Banana Rhubarb; Banana; Berry; Berries and Cream; Blackberry; Black Raspberry; Blood Orange; Blue Raspberry; Blueberry; Boysenberry; Bubblegum; Butter Pecan; Butter Rum; Butterscotch; Bourbon; Candy Cane; Cappuccino; Caramel; Caramel Apple; Candy Corn; Cardamom; Carrot Cake; Chai; Cheesecake; Cherry; Chocolate; Chocolate Blackberry; Chocolate Coffee; Chocolate Cherry; Chocolate Coconut; Chocolate Cheesecake; Chocolate Fudge; Chocolate Hazelnut; Chocolate Malt; Chocolate Mint; Chocolate Peanutbutter; Chocolate Salted Caramel; Coconut; Coconut Cream; Coconut Lime; Coffee; Cookie Dough; Cotton Candy; Creme Brulee; Cranberry; Cranberries and Cream; Cream Soda; Custard; Dark Chocolate; Dragon Fruit; Earl Grey; Eggnog; Espresso; Fig; Fudge; Ginger Green Tea; Ginger Lemon; Ginger Peach; Ginger Strawberry; Gingerbread; Gooseberry; Graham Cracker; Grape; Grapefruit; Green Apple; Green Tea; Green Tea & White Chocolate; Guava; Hazelnut; Honey; Irish Cream; Key Lime; Kiwi; Kiwi Strawberry; Kona Cream; Lavender; Lemon; Lemon Lime; Lemon Meringue; Lemon Raspberry; Lime; Malted Milk; Mandarin Orange; Mango; Mango Cream; Mango Rhubarb; Maple; Maple and Cream; Marshmallow; Matcha; Melon; Mint; Mocha; Nectarine; Nectarine Rhubarb; Orange; Orange Rhubarb; Papaya; Passion Fruit; Rhubarb; Peach; Peaches and Cream; Peach Rhubarb; Peanut Butter; Peanut Butter & Jelly; Pear; Pineapple; Pineapple Rhubarb; Plum; Pecan Pie; Pistachio; Pumpkin Pie; Pumpkin Spice; Peppermint; Peanut Butter; Raspberry; Red Velvet; Raspberry Rhubarb; Root Beer; Rose Water; Salted Caramel; Salted Caramel Apple Cinnamon; S'mores; Strawberry; Strawberries and Cream; Strawberry Lemonade; Strawberry Rhubarb; Tangerine; Tiramisu; Toffee; Vanilla; Vanilla Rose; Watermelon; White Chocolate; White Chocolate Lavender; Wild Berry



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Morning Brew		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	3 months
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	A cannabis infused, cold brew coffee that is tan to brown or black in color and will take the shape of any container and come in a variety of flavors.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Coffee, cream (unless black coffee; packaging will disclose), natural flavors , sugar, coconut milk (flavor depending), almond milk (flavor depending), oat milk (flavor depending), and decarboxylated cannabis oil from our previously approved BHO process.		
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Flavors: List all current and potential future flavors:	See Attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Make coffee, and while under heat add decarboxylated cannabis oil and store in the refrigerator overnight. The solution will be mixed with other ingredients, pasteurized, packaged, sealed, and placed in refrigerated storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Morning Brew
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Morning Brew will be sold in an 8 oz glass or plastic bottle with child resistant, resealable cap or a tamper evident seal. Label will be affixed with a visual inspection gap and 10 delineation lines to measure single serving dosage (10mg of THC per .8 oz = 1 single serving) Each bottle will contain 100mg of THC.</p> <p>Any Cosmic Morning Brew sold in a non-opaque container will be placed in an opaque container before the customer leaves the store.</p> <div style="text-align: center;">  </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Morning Brew Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">LINES OF DEMARCATION TO BE ADDED TO SIDE OF LABEL</p>
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(Additional Space as Needed):

Acai; Apple; Apple Cinnamon; Apricot; Almond; Banana; Banana Rhubarb; Banana; Berry; Berries and Cream; Blackberry; Black Raspberry; Blood Orange; Blue Raspberry; Blueberry; Boysenberry; Bubblegum; Butter Pecan; Butter Rum; Butterscotch; Bourbon; Candy Cane; Cappuccino; Caramel; Caramel Apple; Candy Corn; Cardamom; Carrot Cake; Chai; Cheesecake; Cherry; Chocolate; Chocolate Blackberry; Chocolate Coffee; Chocolate Cherry; Chocolate Coconut; Chocolate Cheesecake; Chocolate Fudge; Chocolate Hazelnut; Chocolate Malt; Chocolate Mint; Chocolate Peanutbutter; Chocolate Salted Caramel; Coconut; Coconut Cream; Coconut Lime; Coffee; Cookie Dough; Cotton Candy; Creme Brulee; Cranberry; Cranberries and Cream; Cream Soda; Custard; Dark Chocolate; Dragon Fruit; Earl Grey; Eggnog; Espresso; Fig; Fudge; Ginger Green Tea; Ginger Lemon; Ginger Peach; Ginger Strawberry; Gingerbread; Gooseberry; Graham Cracker; Grape; Grapefruit; Green Apple; Green Tea; Green Tea & White Chocolate; Guava; Hazelnut; Honey; Irish Cream; Key Lime; Kiwi; Kiwi Strawberry; Kona Cream; Lavender; Lemon; Lemon Lime; Lemon Meringue; Lemon Raspberry; Lime; Malted Milk; Mandarin Orange; Mango; Mango Cream; Mango Rhubarb; Maple; Maple and Cream; Marshmallow; Matcha; Melon; Mint; Mocha; Nectarine; Nectarine Rhubarb; Orange; Orange Rhubarb; Papaya; Passion Fruit; Rhubarb; Peach; Peaches and Cream; Peach Rhubarb; Peanut Butter; Peanut Butter & Jelly; Pear; Pineapple; Pineapple Rhubarb; Plum; Pecan Pie; Pistachio; Pumpkin Pie; Pumpkin Spice; Peppermint; Peanut Butter; Raspberry; Red Velvet; Raspberry Rhubarb; Root Beer; Rose Water; Salted Caramel; Salted Caramel Apple Cinnamon; S'mores; Strawberry; Strawberries and Cream; Strawberry Lemonade; Strawberry Rhubarb; Tangerine; Tiramisu; Toffee; Vanilla; Vanilla Rose; Watermelon; White Chocolate; White Chocolate Lavender; Wild Berry



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Kombucha		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	6 months in refrigerator
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	A slightly fermented, carbonated, cannabis infused drink that will take the shape of any container. Color will depend on flavor.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Kombucha culture (granulated sugar, black tea, green tea), sugar, decarboxylated cannabis oil from our previously approved BHO process, natural flavors, extracts (flavors)		
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Flavors: List all current and potential future flavors:	See Attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Water, sugar, decarboxylated cannabis oil, and natural flavors will be mixed under heat until homogeneous, then allowed to cool to room temperature. After cooling, kombucha culture will be poured in, and the solution will be agitated until homogeneous, and placed in storage around room temperature (75-85 degrees Fahrenheit) and out of the sun for 7-10 days. Infused kombucha will then be packaged, sealed, and moved to refrigerated storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	<p>-- represents lines of demarcation for potential serving size(s)</p>		
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Kombucha
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Kombucha will be sold in an 8 oz glass or plastic bottle with child resistant, resealable cap or a tamper evident seal. Label will be affixed with a visual inspection gap and 10 delineation lines to measure single serving dosage (10mg of THC per .8 oz = 1 single serving) Each bottle will contain 100mg of THC.</p> <p>Any Cosmic Kombucha sold in a non-opaque container will be placed in an opaque container before the customer leaves the store.</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Kombucha Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>	<p>LINES OF DEMARCATION TO BE ADDED TO SIDE OF LABEL</p>
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(Additional Space as Needed):

Acai (Purple); Apple (Red); Apple Cinnamon (Tan); Apricot (Yellow); Almond (Tan); Banana (Yellow); Banana Rhubarb (Yellow); Banana; Berry (Purple); Berries and Cream (Blue); Blackberry (Purple); Black Raspberry (Deep Red); Blood Orange (Orange); Blue Raspberry (Blue); Blueberry (Blue); Boysenberry (Purple); Bubblegum (Pink); Butter Pecan (Tan); Butter Rum (Tan); Butterscotch (Tan); Bourbon (Tan); Candy Cane (White); Cappuccino (Tan); Caramel (Brown); Caramel Apple (Tan); Candy Corn (Orange); Cardamom (Grey); Carrot Cake (Orange/White); Chai (Tan/White); Cheesecake (White); Cherry (Red); Chocolate (Brown); Chocolate Blackberry (Brown); Chocolate Coffee (Brown); Chocolate Cherry (Brown); Chocolate Coconut (Brown); Chocolate Cheesecake (Brown); Chocolate Fudge (Brown); Chocolate Hazelnut (Brown); Chocolate Malt (Brown); Chocolate Mint (Brown); Chocolate Peanutbutter (Tan); Chocolate Salted Caramel (Tan); Coconut (White); Coconut Cream (White); Coconut Lime (Green); Coffee (Tan); Cookie Dough (Tan); Cotton Candy (Pink); Creme Brulee (Tan); Cranberry (Red); Cranberries and Cream (pink); Cream Soda (Tan); Custard (Yellow); Dark Chocolate (Brown); Dragon Fruit (Pink); Earl Grey (Grey); Eggnogg (Off White); Espresso (Brown); Fig (Purple); Fudge (Brown); Ginger Green Tea (Yellow/Green); Ginger Lemon (Yellow); Ginger Peach (Peach); Ginger Strawberry (Pink); Gingerbread (Tan); Gooseberry (Yellow); Graham Cracker (Tan); Grape (Purple); Grapefruit (Pink); Green Apple (Green); Green Tea (Green); Green Tea & White Chocolate (Green); Guava (Pink); Hazelnut (Tan); Honey (White); Irish Cream (White); Key Lime (Green); Kiwi (Green); Kiwi Strawberry (Green); Kona Cream (Tan); Lavender (Purple); Lemon (Yellow); Lemon Lime (Yellow/Green); Lemon Meringue (Yellow); Lemon Raspberry (Red); Lime (Green); Malted Milk (White); Mandarin Orange (Orange); Mango (Yellow); Mango Cashew Coconut (Yellow); Mango Cream (Yellow); Mango Rhubarb (Yellow); Maple (Tan); Maple and Cream (Tan); Marshmallow (White); Matcha (Green); Melon (Green/Yellow); Mint (Green); Mocha (Brown); Nectarine (Orange); Nectarine Rhubarb (Orange); Orange (Orange); Orange Rhubarb (Orange); Papaya (Pink); Passion Fruit (Purple); Rhubarb (Purple); Peach (Peach); Peaches and Cream (Peach); Peach Rhubarb (Peach); Peanut Butter (Tan); Peanut Butter & Jelly (Purple); Pear (White); Pineapple (Yellow); Pineapple Rhubarb (Yellow); Plum (Purple); Pecan Pie (Tan); Pistachio (Green); Pumpkin Pie (Orange); Pumpkin Spice (White); Peppermint (Red); Peanut Butter (Tan); Raspberry (Red); Red Velvet (Red); Raspberry Rhubarb (Red); Root Beer (Brown); Rose Water (Pink); Salted Caramel (Tan); Salted Caramel Apple Cinnamon (Tan); S'mores (Tan); Strawberry (Red); Strawberries and Cream (Red); Strawberry Lemonade (Red); Strawberry Rhubarb (Pink); Tangerine (Orange); Tiramisu (Tan); Toffee (Tan); Vanilla (White); Vanilla Rose (Pink); Watermelon (Pink); White Chocolate (White); White Chocolate Lavender (Purple); Wild Berry (Purple)



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Gummies		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	6 Months
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	Gelatin based, cannabis infused, chewable candy, gummies will be circular (3/4" in diameter, 3/4" in height), square (1/2"x1/2"x1/2"), or other shapes such as commercially available molds such as a leaf; no animal shapes or cartoon characters. Texture will be soft and chewy. Muted color will be based on flavor (see attached for list of potential flavors).		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Sugar, water, glucose syrup, gelatin, fruit pectin, citric acid, natural flavors (see attached for list of potential flavors), food coloring, decarboxylated cannabis oil from our previously approved BHO process.		
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Flavors: List all current and potential future flavors:	See Attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Ingredients will be heated and blended to form mixture. Decarboxylated cannabis oil from our previously approved BHO process will be added to the mixture, which will be agitated until homogeneous and poured equally into molds to ensure accurate dosage. Gummies will be coated in granulated sugar or fine starch to prevent adhesion. Product will be packaged and placed in cooled storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	  <p>Color will be muted</p>		
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Gummies
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Gummies may be packaged in a resealable mylar bag with an optional clear section to display the product, a child resistant cardboard box, tin or pop top container all final packaging will be child resistant. Individual servings (1 single serving = 1 gummy) will come in 2.5mg, 5mg and 10mg THC, and packaging will be as follows:</p> <p>2.5mg x 40 gummies = 100mg total per package 5mg x 20 gummies = 100mg total per package 10mg x 10 gummies = 100mg per package</p> <p>Cosmic Caramels packaged in windowed mylar bags or any packaging that views the product will be placed in opaque exit packaging by the retailer prior to exiting the retail store.</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Gummies Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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(Additional Space as Needed):

Acai (Purple); Apple (Red); Apple Cinnamon (Tan); Apricot (Yellow); Almond (Tan); Banana (Yellow); Banana Rhubarb (Yellow); Banana; Berry (Purple); Berries and Cream (Blue); Blackberry (Purple); Black Raspberry (Deep Red); Blood Orange (Orange); Blue Raspberry (Blue); Blueberry (Blue); Boysenberry (Purple); Bubblegum (Pink); Butter Pecan (Tan); Butter Rum (Tan); Butterscotch (Tan); Bourbon (Tan); Candy Cane (White); Cappuccino (Tan); Caramel (Brown); Caramel Apple (Tan); Candy Corn (Orange); Cardamom (Grey); Carrot Cake (Orange/White); Chai (Tan/White); Cheesecake (White); Cherry (Red); Chocolate (Brown); Chocolate Blackberry (Brown); Chocolate Coffee (Brown); Chocolate Cherry (Brown); Chocolate Coconut (Brown); Chocolate Cheesecake (Brown); Chocolate Fudge (Brown); Chocolate Hazelnut (Brown); Chocolate Malt (Brown); Chocolate Mint (Brown); Chocolate Peanutbutter (Tan); Chocolate Salted Caramel (Tan); Coconut (White); Coconut Cream (White); Coconut Lime (Green); Coffee (Tan); Cookie Dough (Tan); Cotton Candy (Pink); Creme Brulee (Tan); Cranberry (Red); Cranberries and Cream (pink); Cream Soda (Tan); Custard (Yellow); Dark Chocolate (Brown); Dragon Fruit (Pink); Earl Grey (Grey); Eggnogg (Off White); Espresso (Brown); Fig (Purple); Fudge (Brown); Ginger Green Tea (Yellow/Green); Ginger Lemon (Yellow); Ginger Peach (Peach); Ginger Strawberry (Pink); Gingerbread (Tan); Gooseberry (Yellow); Graham Cracker (Tan); Grape (Purple); Grapefruit (Pink); Green Apple (Green); Green Tea (Green); Green Tea & White Chocolate (Green); Guava (Pink); Hazelnut (Tan); Honey (White); Irish Cream (White); Key Lime (Green); Kiwi (Green); Kiwi Strawberry (Green); Kona Cream (Tan); Lavender (Purple); Lemon (Yellow); Lemon Lime (Yellow/Green); Lemon Meringue (Yellow); Lemon Raspberry (Red); Lime (Green); Malted Milk (White); Mandarin Orange (Orange); Mango (Yellow); Mango Cashew Coconut (Yellow); Mango Cream (Yellow); Mango Rhubarb (Yellow); Maple (Tan); Maple and Cream (Tan); Marshmallow (White); Matcha (Green); Melon (Green/Yellow); Mint (Green); Mocha (Brown); Nectarine (Orange); Nectarine Rhubarb (Orange); Orange (Orange); Orange Rhubarb (Orange); Papaya (Pink); Passion Fruit (Purple); Rhubarb (Purple); Peach (Peach); Peaches and Cream (Peach); Peach Rhubarb (Peach); Peanut Butter (Tan); Peanut Butter & Jelly (Purple); Pear (White); Pineapple (Yellow); Pineapple Rhubarb (Yellow); Plum (Purple); Pecan Pie (Tan); Pistachio (Green); Pumpkin Pie (Orange); Pumpkin Spice (White); Peppermint (Red); Peanut Butter (Tan); Raspberry (Red); Red Velvet (Red); Raspberry Rhubarb (Red); Root Beer (Brown); Rose Water (Pink); Salted Caramel (Tan); Salted Caramel Apple Cinnamon (Tan); S'mores (Tan); Strawberry (Red); Strawberries and Cream (Red); Strawberry Lemonade (Red); Strawberry Rhubarb (Pink); Tangerine (Orange); Tiramisu (Tan); Toffee (Tan); Vanilla (White); Vanilla Rose (Pink); Watermelon (Pink); White Chocolate (White); White Chocolate Lavender (Purple); Wild Berry (Purple)



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Cosmic Crispies		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	8 months cooled
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	A crunchy, gooey, cannabis infused puffed rice treat, which will have a multicolored (rainbow) and a chocolate drizzled (milk or dark), white to tan peanut butter variation. Cosmic Crispies will be cut into 2"x2"x1" squares.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Puffed rice cereal (multicolored or white), marshmallows, peanut butter (if applicable), butter, decarboxylated cannabis oil from our previously approved BHO process.		
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Flavors: List all current and potential future flavors:			
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Standard Production Procedure and Detailed Manufacturing Process:	Melt marshmallows, peanut butter (if applicable), and decarboxylated cannabis oil and mix until homogeneous, add multi-colored or standard puffed rice cereal. Press mixture into a flat pan, set aside to cool, and carefully separate into equal portions. Final product will be placed in cooled storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Crispies
Product Type:	Edible

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Crispies will be packaged in individually wrapped in cellophane (or similar), and placed in a child resistant, opaque, and resealable mylar bag with an optional clear section to display the product. Individual servings (1 single serving = 1 cosmic crispy) will come in 2.5mg, 5mg and 10mg THC, and packaging will be as follows:</p> <p>2.5mg x 40 Crispies = 100mg total per package 5mg x 20 Crispies = 100mg total per package 10mg x 10 Crispies = 100mg per package</p> <p>Cosmic Caramels will be packaged in individually wrapped in cellophane (or similar), and packaging by the retailer prior to exiting the retail store.</p> <div style="text-align: center;">  </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Crispies Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Cinnamon Molasses Cookies		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	2 mo. fridge, 6 mo. frozen
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	A moist, chewy, cannabis infused cinnamon molasses cookie that will be circular, 2.5"-3" in diameter, and tan to brown in coloration.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Sugar, brown sugar, molasses, eggs, flour, baking soda, ground ginger, ground cinnamon, ground cloves, cayenne, salt, vegetable glycerin, and decarboxylated cannabis oil from our previously approved BHO process.		
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Flavors: List all current and potential future flavors:	Cinnamon		
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Standard Production Procedure and Detailed Manufacturing Process:	Mix decarboxylated cannabis oil with sugar, brown sugar, molasses, eggs, flour, baking soda, ground ginger, ground cinnamon, ground cloves, cayenne, salt, and vegetable glycerin. Dough will be scooped in equal proportions and placed on a tray, pressed, and then baked at 350 degrees Fahrenheit. Cookies will then be set aside to cool, packaged, and placed in frozen storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Cinnamon Molasses Cookies
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Cinnamon Molasses Cookies will be packaged in a child resistant, opaque, and resealable mylar bag which may or may not have a window to view the product. Individual servings (1 single serving = 1 cookie) will come in 2.5mg, 5mg and 10mg THC, and packaging will be as follows:</p> <p>2.5mg x 40 cookies = 100mg total per package 5mg x 20 cookies = 100mg total per package 10mg x 10 cookies = 100mg per package</p> <p>Cosmic Cinnamon Molasses Cookies packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to exiting the retail store.</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Cinnamon Molasses Cookies Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Chocolate Cosmic Chronic Cookies		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	2 mo. fridge, 6 mo. frozen
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	A moist, chewy, cannabis infused chocolate chip cookie that will be circular, and tan to brown in coloration.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Flour, baking powder, baking soda, salt, butter, sugar, brown sugar, eggs, vanilla extract, chocolate chips, and decarboxylated cannabis oil from our previously approved BHO process.		
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Flavors: List all current and potential future flavors:	See Attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Cannabis concentrate will be mixed into butter into a homogeneous blend. Wet ingredients will be blended using kitchen aid or similar mixing machine. Dry ingredients will be mixed and stirred into bowl and blended into homogeneous and uniform mixture. Cookie batter will be scooped in measured amounts for proper dosing onto baking sheet and baked. Final product will be packaged, sealed, and placed in frozen storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Chocolate Cosmic Chronic Cookies
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Chocolate Cosmic Chronic Cookies will be packaged in a child resistant, opaque, and resealable mylar bag which may or may not have a window to view the product. Individual servings (1 single serving = 1 Cookie) will come in 2.5mg, 5mg and 10mg THC, and packaging will be as follows:</p> <p>2.5mg x 40 cookies = 100mg total per package 5mg x 20 cookies = 100mg total per package 10mg x 10 cookies = 100mg per package</p> <p>Chocolate Cosmic Chronic Cookies packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to exiting the retail store.</p> <div style="text-align: center;">  </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: COSMIC SEAWEED, LLC License Number: 19728 Product Name: Cosmic Chronic Chocolate Cookies Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated* Label will include nutritional information & full list of ingredients</p>
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(Additional Space as Needed):

Acai; Apple; Apple Cinnamon; Apricot; Almond; Banana; Banana Rhubarb; Banana; Berry; Berries and Cream; Blackberry; Black Raspberry; Blood Orange; Blue Raspberry; Blueberry; Boysenberry; Bubblegum; Butter Pecan; Butter Rum; Butterscotch; Bourbon; Candy Cane; Cappuccino; Caramel; Caramel Apple; Candy Corn; Cardamom; Carrot Cake; Chai; Cheesecake; Cherry; Chocolate; Chocolate Blackberry; Chocolate Coffee; Chocolate Cherry; Chocolate Coconut; Chocolate Cheesecake; Chocolate Fudge; Chocolate Hazelnut; Chocolate Malt; Chocolate Mint; Chocolate Peanutbutter; Chocolate Salted Caramel; Coconut; Coconut Cream; Coconut Lime; Coffee; Cookie Dough; Cotton Candy; Creme Brulee; Cranberry; Cranberries and Cream; Cream Soda; Custard; Dark Chocolate; Dragon Fruit; Earl Grey; Eggnog; Espresso; Fig; Fudge; Ginger Green Tea; Ginger Lemon; Ginger Peach; Ginger Strawberry; Gingerbread; Gooseberry; Graham Cracker; Grape; Grapefruit; Green Apple; Green Tea; Green Tea & White Chocolate; Guava; Hazelnut; Honey; Irish Cream; Key Lime; Kiwi; Kiwi Strawberry; Kona Cream; Lavender; Lemon; Lemon Lime; Lemon Meringue; Lemon Raspberry; Lime; Malted Milk; Mandarin Orange; Mango; Mango Cream; Mango Rhubarb; Maple; Maple and Cream; Marshmallow; Matcha; Melon; Mint; Mocha; Nectarine; Nectarine Rhubarb; Orange; Orange Rhubarb; Papaya; Passion Fruit; Rhubarb; Peach; Peaches and Cream; Peach Rhubarb; Peanut Butter; Peanut Butter & Jelly; Pear; Pineapple; Pineapple Rhubarb; Plum; Pecan Pie; Pistachio; Pumpkin Pie; Pumpkin Spice; Peppermint; Peanut Butter; Raspberry; Red Velvet; Raspberry Rhubarb; Root Beer; Rose Water; Salted Caramel; Salted Caramel Apple Cinnamon; S'mores; Strawberry; Strawberries and Cream; Strawberry Lemonade; Strawberry Rhubarb; Tangerine; Tiramisu; Toffee; Vanilla; Vanilla Rose; Watermelon; White Chocolate; White Chocolate Lavender; Wild Berry



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Cosmic Chocolate Bars		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	2 mo. shelf, 8 mo. frozen
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	Chocolate bar or individually wrapped pieces. Bar with servings will be clearly demarcated into snap off pieces. Chocolate will have a firm, snapable consistency and smooth texture. Color will be white or brown.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Cocoa butter, sugar, cacao powder, vanilla extract, milk powder, natural flavors (extracts, please see supplemental page for list of potential flavors), sea salt, decarboxylated cannabis oil from our previously approved BHO process.		
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Flavors: List all current and potential future flavors:	See Attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Ingredients will be heated over a double boiler, and blended using an immersion blender. Decarboxylated cannabis oil will be mixed into a homogeneous blend. Chocolate will be poured into uniform per measured molds for proper proportion and accurate potency and dosage per serving. Chocolate will be allowed to cool, then packaged and placed into storage prior to testing.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Chocolate Bars
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Chocolate bars will be packaged in a child resistant, opaque, and resealable mylar bag with an optional clear section to display the product or wrapped in cellophane (or similar) and then packaged in a cardboard box with or without a transparent window to view product.</p> <p>All Cosmic Chocolate Bars will have delineation lines to indicate the serving size of 10mg.</p> <p>1 serving = 10mg</p> <p>1 bar x 10 servings = 100mg per package</p> <p>Cosmic Chocolate Bars packaged in windowed mylar bags or cardboard boxes will be placed in opaque exit packaging by the retailer prior to exiting the retail store.</p> <div style="text-align: center;">  </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Chocolate Bars Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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(Additional Space as Needed):

Acai; Apple; Apple Cinnamon; Apricot; Almond; Banana; Banana Rhubarb; Banana; Berry; Berries and Cream; Blackberry; Black Raspberry; Blood Orange; Blue Raspberry; Blueberry; Boysenberry; Bubblegum; Butter Pecan; Butter Rum; Butterscotch; Bourbon; Candy Cane; Cappuccino; Caramel; Caramel Apple; Candy Corn; Cardamom; Carrot Cake; Chai; Cheesecake; Cherry; Chocolate; Chocolate Blackberry; Chocolate Coffee; Chocolate Cherry; Chocolate Coconut; Chocolate Cheesecake; Chocolate Fudge; Chocolate Hazelnut; Chocolate Malt; Chocolate Mint; Chocolate Peanutbutter; Chocolate Salted Caramel; Coconut; Coconut Cream; Coconut Lime; Coffee; Cookie Dough; Cotton Candy; Creme Brulee; Cranberry; Cranberries and Cream; Cream Soda; Custard; Dark Chocolate; Dragon Fruit; Earl Grey; Eggnog; Espresso; Fig; Fudge; Ginger Green Tea; Ginger Lemon; Ginger Peach; Ginger Strawberry; Gingerbread; Gooseberry; Graham Cracker; Grape; Grapefruit; Green Apple; Green Tea; Green Tea & White Chocolate; Guava; Hazelnut; Honey; Irish Cream; Key Lime; Kiwi; Kiwi Strawberry; Kona Cream; Lavender; Lemon; Lemon Lime; Lemon Meringue; Lemon Raspberry; Lime; Malted Milk; Mandarin Orange; Mango; Mango Cream; Mango Rhubarb; Maple; Maple and Cream; Marshmallow; Matcha; Melon; Mint; Mocha; Nectarine; Nectarine Rhubarb; Orange; Orange Rhubarb; Papaya; Passion Fruit; Rhubarb; Peach; Peaches and Cream; Peach Rhubarb; Peanut Butter; Peanut Butter & Jelly; Pear; Pineapple; Pineapple Rhubarb; Plum; Pecan Pie; Pistachio; Pumpkin Pie; Pumpkin Spice; Peppermint; Peanut Butter; Raspberry; Red Velvet; Raspberry Rhubarb; Root Beer; Rose Water; Salted Caramel; Salted Caramel Apple Cinnamon; S'mores; Strawberry; Strawberries and Cream; Strawberry Lemonade; Strawberry Rhubarb; Tangerine; Tiramisu; Toffee; Vanilla; Vanilla Rose; Watermelon; White Chocolate; White Chocolate Lavender; Wild Berry



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Caramels		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	1 yr. frozen, 6 mo. in fridge
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	Caramels will be soft, yet chewy, and will have brown coloration in 1" cubed squares.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Heavy cream or coconut milk, condensed milk, sugar, maple syrup, brown rice syrup, butter or coconut cream, natural flavors (extracts, see supplemental page for list of potential flavors), salt, sea salt (if added, will be displayed on packaging), vanilla extract, cacao powder, Decarboxylated cannabis oil from our previously approved BHO process.		
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Flavors: List all current and potential future flavors:	Caramel.		
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Standard Production Procedure and Detailed Manufacturing Process:	Ingredients for caramels and chocolate will be heated and mixed separately, then cannabis distillate or oil from our previously approved BHO process will be added and stirred into the caramel mixture until the it is homogeneous. The heated mixture will then be poured into equal molds to ensure accurate dosage, set aside to cool, dipped or drizzled in chocolate if applicable, then packaged and placed in frozen storage until testing and shipment. Individual pieces will be coated in fine sugar or starch to prevent adhesion		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Caramels
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Caramels may be packaged in individually wrapped in cellophane (or similar), and placed in a child resistant, opaque, and resealable mylar bag with an optional clear section to display the product. Individual servings (1 single serving = 1 Caramel) will come in 2.5mg, 5mg and 10mg THC, and packaging will be as follows:</p> <p>2.5mg x 40 Caramels = 100mg total per package 5mg x 20 Caramels = 100mg total per package 10mg x 10 Caramels = 100mg per package</p> <p>Cosmic Caramels packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to exiting the retail store.</p> <div style="text-align: center;">  </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Caramels Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Canna Stones (or Cosmic Diamonds)		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable/Wholesale/In-House		

Product Description: Details must include the color, shape, and texture.	A coarse, granular concentrate with yellow to clear coloration with a rugged rock shape.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	N/A		
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Flavors: List all current and potential future flavors:	N/A		
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Standard Production Procedure and Detailed Manufacturing Process:	Cannabis concentrate will be extracted from flower or trim using a closed-loop system and permitted solvents (butane). Residual solvents will be purged from the concentrate using vacuum ovens, and this process will be used also to achieve desired consistency. Using vacuum ovens, residual solvents will be purged from the concentrate and desired consistency achieved. The liquid product will be separated from the Cosmic Diamond (Cosmic Canna Stones) final product. The diamonds (stones) will then be packaged, sealed, and stored until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Canna Stones (Cosmic Diamonds)
Product Type:	Smokable/Wholesale/In-House

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Canna Stones (Cosmic Diamonds) will be placed into small glass, plastic, or silicone CR containers in amounts of no more than seven (7) grams, and then packaged into resealable, child-resistant windowed or non-windowed mylar bags, blister pack, opaque cardboard box with a tamper seal, or an opaque child-resistant cardboard box. The actual amount of total THC will be listed on the label per testing results, and will range from 25-99%. Up to 5 pounds of Cosmic Canna Stones (Cosmic Diamonds) may be stored in food grade containers for wholesale sales and in-house use. Products packaged in a windowed mylar bag will be placed in an opaque exit package by the retailer before the customer exits the retail store.</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: COSMIC SEAWEED, LLC License Number: 19728 Product Name: Cosmic Canna Stones Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p>
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Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Brownie Bites		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	2mo fridge, 6mo frozen
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	Light, chewy brownie bite infused with cannabis. Bites will be in 2"x2"x1.5" squares and brown in coloration.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Applesauce, coffee (water, coffee), flour, cacao powder, chocolate chips (cacao powder, cacao butter, sugar), walnuts (addition of walnuts will be marked on package label) baking powder, cinnamon, baking soda, salt, decarboxylated cannabis oil from our previously approved BHO process, natural flavors (extracts, see supplemental page for list of potential flavors), vegetable glycerine. Addition of extracts (flavoring) will be displayed on final product packaging.		
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Flavors: List all current and potential future flavors:	See attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Decarboxylated cannabis oil will be mixed with other ingredients under heat until homogeneous. The mixture will be scooped in equal proportions, baked, and allowed to cool. The final product will be packaged and placed in frozen storage until testing and shipment.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Brownie Bites
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Brownie Bites will be packaged in a food grade container (clamshell), or individually wrapped in cellophane (or similar), and placed in a child resistant, opaque, and resealable mylar bag with an optional clear section to display the product. Individual servings(1 Brownie = 1 single serving) will come in 2.5mg, 5mg and 10mg THC, and packaging will be as follows:</p> <p>2.5mg x 40 brownies = 100mg total per package 5mg x 20 brownies = 100mg total per package 10mg x 10 brownies = 100mg per package Cosmic Brownies packaged in windowed mylar bags will be placed in opaque exit packaging by the retailer prior to exiting the retail store.</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Brownie Bites Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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(Additional Space as Needed):

Acai; Apple; Apple Cinnamon; Apricot; Almond; Banana; Banana Rhubarb; Banana; Berry; Berries and Cream; Blackberry; Black Raspberry; Blood Orange; Blue Raspberry; Blueberry; Boysenberry; Bubblegum; Butter Pecan; Butter Rum; Butterscotch; Bourbon; Candy Cane; Cappuccino; Caramel; Caramel Apple; Candy Corn; Cardamom; Carrot Cake; Chai; Cheesecake; Cherry; Chocolate; Chocolate Blackberry; Chocolate Coffee; Chocolate Cherry; Chocolate Coconut; Chocolate Cheesecake; Chocolate Fudge; Chocolate Hazelnut; Chocolate Malt; Chocolate Mint; Chocolate Peanutbutter; Chocolate Salted Caramel; Coconut; Coconut Cream; Coconut Lime; Coffee; Cookie Dough; Cotton Candy; Creme Brulee; Cranberry; Cranberries and Cream; Cream Soda; Custard; Dark Chocolate; Dragon Fruit; Earl Grey; Eggnog; Espresso; Fig; Fudge; Ginger Green Tea; Ginger Lemon; Ginger Peach; Ginger Strawberry; Gingerbread; Gooseberry; Graham Cracker; Grape; Grapefruit; Green Apple; Green Tea; Green Tea & White Chocolate; Guava; Hazelnut; Honey; Irish Cream; Key Lime; Kiwi; Kiwi Strawberry; Kona Cream; Lavender; Lemon; Lemon Lime; Lemon Meringue; Lemon Raspberry; Lime; Malted Milk; Mandarin Orange; Mango; Mango Cream; Mango Rhubarb; Maple; Maple and Cream; Marshmallow; Matcha; Melon; Mint; Mocha; Nectarine; Nectarine Rhubarb; Orange; Orange Rhubarb; Papaya; Passion Fruit; Rhubarb; Peach; Peaches and Cream; Peach Rhubarb; Peanut Butter; Peanut Butter & Jelly; Pear; Pineapple; Pineapple Rhubarb; Plum; Pecan Pie; Pistachio; Pumpkin Pie; Pumpkin Spice; Peppermint; Peanut Butter; Raspberry; Red Velvet; Raspberry Rhubarb; Root Beer; Rose Water; Salted Caramel; Salted Caramel Apple Cinnamon; S'mores; Strawberry; Strawberries and Cream; Strawberry Lemonade; Strawberry Rhubarb; Tangerine; Tiramisu; Toffee; Vanilla; Vanilla Rose; Watermelon; White Chocolate; White Chocolate Lavender; Wild Berry



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.


Product Name:	Cosmic Canna-Cakes		
Product Type: Choose one.	Other Marijuana Product		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	5 days or 10 days cooled
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible		

Product Description: Details must include the color, shape, and texture.	Tan to brown in coloration and soft in texture, Cosmic Canna-Cakes will be 2" tall and 2-2.5" in diameter.		
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Ingredients: If a hemp derived product/CBD is an ingredient, what is the quantity and you must provide the SOA Department of Agriculture's registration number.	Flour, sugar, fruit, or vegetables (packaging will disclose, see supplemental page for list of potential fruits or vegetables used), buttermilk, eggs, walnuts (optional addition of walnuts will be clearly marked on package label), decarboxylated cannabis oil from our previously approved BHO process, natural flavors (extracts, see supplemental page for potential flavors, which will be displayed on packaging), baking soda, salt, vanilla extract.		
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Flavors: List all current and potential future flavors:	See attached		
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Standard Production Procedure and Detailed Manufacturing Process:	Combine finely chopped fruit or vegetables, buttermilk, eggs, decarboxylated cannabis oil, and vanilla extract, and mix until smooth. Separately combine flour, sugar, baking soda, and salt, then add dry ingredients to wet ingredients and mix until homogeneous. Resulting mixture will be poured evenly into cupcake molds, baked at 350 degrees Fahrenheit, allowed to cool, and then set aside for packaging and product testing.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cosmic Canna-Cakes
Product Type:	Other Marijuana Product

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cosmic Canna-Cakes will come in 2.5mg, 5mg or 10mg of THC cakes (1 single serving = 1 canna-cake) will come in cupcake shaped cakes. Cosmic Canna-Cakes may be packaged in either an opaque, child-resistant, heat-sealed, resealable mylar bags, (may or may not be wrapped in cellophane), a cardboard box or plastic clamshell package with a tamper evident seal. Any packaging with windows or transparent areas will be placed in an opaque exit bag by the retailer prior to exiting the retail store.</p> <p>1 serving = 10mg THC 2.5mg x 40 Canna-Cakes = 100mg 5mg x 20 Canna-Cakes = 100mg 10mg x 10 Canna-Cakes = 100mg</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Produced By: Cosmic Seaweed, LLC License Number: 19728 Product Name: Cosmic Canna-Cakes Strain: Batch/Lot Number: Gross Weight: Net MJ Weight: OZ(g) 1 SINGLE SERVING = 10 MG OF THC – 100 MG OF THC PER PACKAGE Best By Date: Packaging Date: Tested By: License Number: Total THC: THCA: CBD: CBDA: CBN: Microbial Test: Pesticides: Herbicides: Fungicides: Residual Solvent Test: Contaminants Test Result: Retailer: License Number: Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding. *Keep Refrigerated for Quality* Contains: Label to include nutritional information and full list of ingredients.</p>
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(Additional Space as Needed):

Acai; Apple; Apple Cinnamon; Apricot; Almond; Banana; Banana Rhubarb; Banana; Berry; Berries and Cream; Blackberry; Black Raspberry; Blood Orange; Blue Raspberry; Blueberry; Boysenberry; Bubblegum; Butter Pecan; Butter Rum; Butterscotch; Bourbon; Candy Cane; Cappuccino; Caramel; Caramel Apple; Candy Corn; Cardamom; Carrot Cake; Chai; Cheesecake; Cherry; Chocolate; Chocolate Blackberry; Chocolate Coffee; Chocolate Cherry; Chocolate Coconut; Chocolate Cheesecake; Chocolate Fudge; Chocolate Hazelnut; Chocolate Malt; Chocolate Mint; Chocolate Peanutbutter; Chocolate Salted Caramel; Coconut; Coconut Cream; Coconut Lime; Coffee; Cookie Dough; Cotton Candy; Creme Brulee; Cranberry; Cranberries and Cream; Cream Soda; Custard; Dark Chocolate; Dragon Fruit; Earl Grey; Eggnog; Espresso; Fig; Fudge; Ginger Green Tea; Ginger Lemon; Ginger Peach; Ginger Strawberry; Gingerbread; Gooseberry; Graham Cracker; Grape; Grapefruit; Green Apple; Green Tea; Green Tea & White Chocolate; Guava; Hazelnut; Honey; Irish Cream; Key Lime; Kiwi; Kiwi Strawberry; Kona Cream; Lavender; Lemon; Lemon Lime; Lemon Meringue; Lemon Raspberry; Lime; Malted Milk; Mandarin Orange; Mango; Mango Cream; Mango Rhubarb; Maple; Maple and Cream; Marshmallow; Matcha; Melon; Mint; Mocha; Nectarine; Nectarine Rhubarb; Orange; Orange Rhubarb; Papaya; Passion Fruit; Rhubarb; Peach; Peaches and Cream; Peach Rhubarb; Peanut Butter; Peanut Butter & Jelly; Pear; Pineapple; Pineapple Rhubarb; Plum; Pecan Pie; Pistachio; Pumpkin Pie; Pumpkin Spice; Peppermint; Peanut Butter; Raspberry; Red Velvet; Raspberry Rhubarb; Root Beer; Rose Water; Salted Caramel; Salted Caramel Apple Cinnamon; S'mores; Strawberry; Strawberries and Cream; Strawberry Lemonade; Strawberry Rhubarb; Tangerine; Tiramisu; Toffee; Vanilla; Vanilla Rose; Watermelon; White Chocolate; White Chocolate Lavender; Wild Berry



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Topical Cream				
Product Type: Choose one.	Other Marijuana Product				
Perishable: Yes/No	Yes	Shelf Life: If perishable.	1 year		
Intended Use: Smokable/ edible/topical/wholesale/etc.	Topical				



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product


Section 3 - Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>A soothing medium weight topical cream with THC and CBD in varying ratios. The cream will be the consistency of commercially available lotion. Texture- smooth. Shape- conforms to container. Color- white to yellow. THC and CBD will be added by using a calculated amount per batch of cannabis oil which has been lab tested for potency.</p>
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<p>Ingredients:</p>	<p>Cosmic SeaWeed Cannabis oil, Cosmic Wax (a byproduct of our process which is proposed for approval under a separate form), Soybean Oil, Bees Wax (locally produced as available), Sunflower Oil, Cocoa Butter, Shea Butter, Tocopherol Acetate, Aloe Vera Gel, Essential Oils.</p>
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<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>Cannabis oil will be manufactured using our previously approved BHO process. Melt soybean oil, bees wax, Cosmic wax, sunflower oil, cocoa butter, shea butter together in a double boiler. Pour into mason jar and let cool. Add aloe vera, essential oils, and cannabis oil. Mix slowly and completely with an immersion blender. Package into retail size jars and label in accordance with 3AAC 306.560, 306.645.</p>
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<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	
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Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product


Section 4 - Proposed Product Packaging and Sample Label

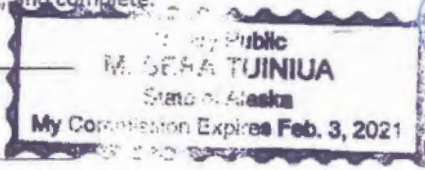
Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

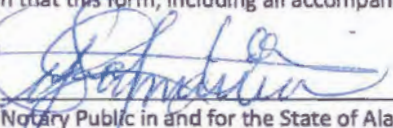
<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Product will be packaged in 2 oz jars, either plastic or glass, with a screw top lid. Serving size will be 5 mg in each gram of product, with approximately 60 servings per 2 oz jar. Total THC per jar 300 mg.</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	
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As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


 Signature of licensee
 Christina A Logan
 Printed name of licensee




 Notary Public in and for the State of Alaska.
 My commission expires: 02/03/2021

Subscribed and sworn to before me this 18th day of June, 2021.



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

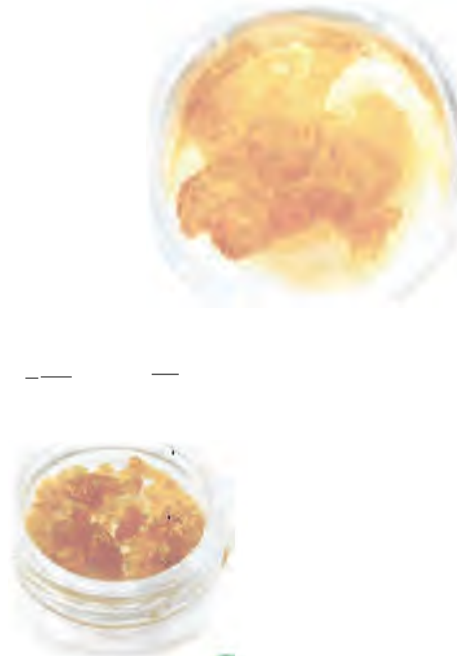
Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Terp Sauce				
Product Type: Choose one.	Marijuana Concentrate				
Perishable: Yes/No	No	Shelf Life: If perishable.			
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable				



Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>Color will range from clear, yellow, gold, brown. Shape will take the shape of the container. Consistency is sticky, viscous runny liquid, with sugary crystals in suspension.</p>
<p>Ingredients:</p>	<p>Extracted cannabis</p>
<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>Butane solvent extractor using a closed loop system, (the same process we are currently approved for), vacuum oven purge for residual solvents, scrape product into a 1 liter mason jar, secure lid, keep from light, allow terp sauce to process in the jar. When desired consistency of crystals is achieved, package into 1 gram portions, store, and send sample for testing.</p>
<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	



Section 4 - Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Terp sauce will be packaged in 6ml glass jar with a silicone lid. Jar will be sealed inside a child resistant plastic clam shell, or child resistant recyclable cardboard container, with the compliant labeling show below. Total THC amount will be between 400-800mg in a 1 gram portion. 1/2 gram up to 7 grams will be packaged, depending on retailer requirements.

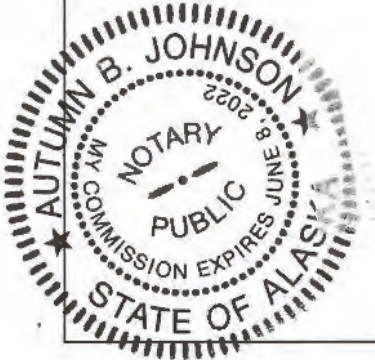


Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Manufactured by Cosmic SeaWeed LLC
Homer, Alaska Lic #19728

Marijuana BHO Concentrate Hybrid
Van Alien Terp Sauce THC:71.28%
THCA: 79.55% CBD 0.36% Total Cannabinoids 84.39%
Residual Solvents: 0 PPM Contaminants: None
Ingredients: Butane Honey Oil Net Wt:1 gram/0.036oz
Metric: 1A4020300008CA10000001138 PB 021420-02
Cultivator: Peace Frogs

Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.



As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee: Christopher Corey

Signature of Notary Public: Autumn B. Johnson

My commission expires: June 8, 2022

Printed name of licensee

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



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

Alaska Marijuana Control Board
Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing				
Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Sugar				
Product Type: Choose one.	Marijuana Concentrate				
Perishable: Yes/No	No	Shelf Life: If perishable.			
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable				




Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>Color will range from clear, gold, yellow to brown. Shape will take the shape of the container. Texture is sticky sugary crystals.</p>
<p>Ingredients:</p>	<p>Extracted Cannabis</p>
<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>Our currently approved butane closed loop solvent extraction. Pour into a pyrex. Place in vacuum oven at varying temperature and pressures until sugar forms. Vacuum purge to zero residual solvents. Send sample for required testing. Package into one gram and half gram portions. Store until test results are received. Label and package in childproof packaging.</p>
<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	



Alaska Marijuana Control Board

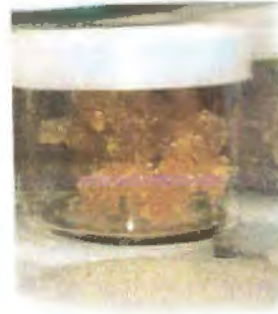
Form MJ-16: Proposed New Marijuana Product

Section 4 - Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Sugar will be packaged in a small glass jar with a silicone lid. Jar will be placed inside a childproof plastic clam shell, or a childproof recyclable cardboard container. Compliant labeling will be attached as shown below. Total THC will be 200-800mg per one gram portion. 1/4 gram to 7 grams will be packaged, depending on retailer requirements.



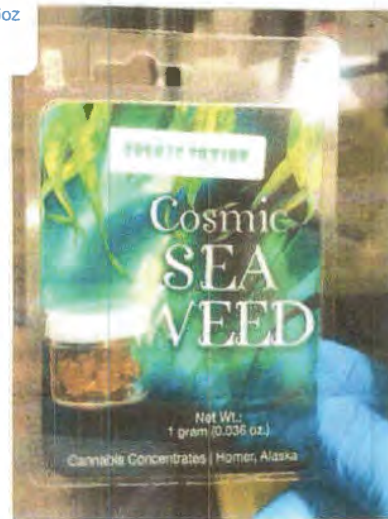
Childproof box

Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Marijuana BHO Concentrate Hybrid
Miracle Whip Sugar Sauce

THC: 72.72% CBD 0.28% Total Cannabinoids 82.17%
Residual Solvents: 0 ppm Contaminants: None
Ingredients: Butane Honey Oil Net Wt: 1 gram/0.036oz
Metric: 1A4020300008CA10000003857 PB 020121-05
Cultivator: High North

SAMPLE LABEL



As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee: *Christina Lopez*
Printed name of licensee: Christina Lopez

R. FRANCISCO
Notary Public
State of Alaska
My Commission Expires Jan 8, 2025

R. Francisco
Notary Public in and for the State of Alaska.
My commission expires: 01/08/2025

Subscribed and sworn to before me this 4 day of March 2021.

AMCO
045-5-2017



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Live Resin		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	The Live Resin process—freezing the cannabis plant material and extracting it—is associated with high-quality and flavorful concentrates due to the high amounts of terpenes. The live resin has more of a crystallized consistency, and has a golden color and sticky jelly texture at room temperature.		
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Ingredients:	N/A		
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Standard Production Procedure and Detailed Manufacturing Process:	Cannabis plant material is harvested and immediately flash frozen in a specialized freezer at -40F. Our standard butane extraction is carried out (see Section 3), however the solvent is chilled and the canister is packed with frozen plant material. The solvent tank is also chilled and the solvent is recaptured with a much lower heat differential. The vacuum purge process to remove all of the solvent is carried out at a much lower temperature in order to preserve all of the terpenes. It is technically more difficult, but results in a very aromatic and enjoyable product.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Live Resin
Product Type:	Marijuana Concentrate

Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Live Resin will be packaged in 5ml circular plastic screw top containers. Each portion will be no more than 1 gram of product. The container will be sealed in a clear mylar bag with the label card shown below.



Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Product card will be printed front and back, product specific label will be placed on front, lab testing batch sticker with specifications on back, inserted into the mylar bag and sealed with product visible inside.



Cosmic SeaWeed License 19728

Strain: Good Stuff
 Total Cannabinoids: 68% (342 mg) THC 55% CBD 12%
 Net weight 500mg Microbial contaminants: none
 Residual solvents: 66PPM (800PPM/G allowable)
 Production Lot #12345 Packaging date: 1/1/18 Expiration date: 1/1/19 Tested by CannTest Alaska
 METRC ID 12345678
 Keep product refrigerated for best quality.

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults 21 and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

**Craft Cannabis Concentrates
 Homer, Alaska**



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Rosin		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Rosin is the sticky oil that comes from using heat and pressure to force the compounds out of the trichome gland. It has a similar color and consistency to butane hash oil without the hydrocarbon solvents. It is generally green in color, the consistency of warm peanut butter, and oily.
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Ingredients:	N/A
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Standard Production Procedure and Detailed Manufacturing Process:	Rosin is the resulting concentrate when heat and pressure are applied to the cannabis plant. Rosin is a desirable technique because its concentration doesn't require the use of external solvents. It can also be used to turn lower grade marijuana product into a concentrate that can be dabbed. Cannabis can be pressed into rosin with an industrial press applied to heat plates at a specific temperature and pressure. A professional industrial machine will be used for Rosin production.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Rosin
Product Type:	Marijuana Concentrate

Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Rosin will be packaged in 5ml circular plastic screw top containers. Each portion will be no more than 1 gram of product. The container will be sealed in a clear mylar bag with the label card shown below.



Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Product card will be printed front and back, product specific label will be placed on front, lab testing batch sticker with specifications on back, inserted into the mylar bag and sealed with product visible inside.

*Cosmic SeaWeed
 License 19728*

Strain: Good Stuff
 Total Cannaboids: 68% (342 mg) THC 55% CBD 12%
 Net weight 500mg Microbial contaminants: none
 Residual solvents: 66PPM (800PPM/G allowable)
 Production Lot #12345 Packaging date: 1/1/18 Expiration date: 1/1/19 Tested by CannTest Alaska
 METRC ID: 12345678
 Keep product refrigerated for best quality.

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults 21 and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

**Craft Cannabis Concentrates
 Homer, Alaska**






Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Shatter		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	A brittle, glass like cannabis extract with a tendency to snap when handled. Shatter is named for its break-ability, like shattered glass. Shatter is favored for its ease in handling while dabbing. It can have a taffy like quality at room temperatures with higher levels of THC. Shatter requires a long and delicate purging cycle to properly remove all solvents used in the manufacturing process. Shatters appearance is typically translucent, though its coloring can range from a bright honey like amber to a darker yellow shade similar to olive oil.		
Ingredients:	N/A		
Standard Production Procedure and Detailed Manufacturing Process:	Shatter is produced by the classic butane hash oil extraction procedure previously described in Section 3, using a closed loop hydrocarbon extraction machine. Ethanol and winterization will remove fats and waxes. Rotary evaporation will recapture the ethanol. Remaining solvents will be purged inside a special vacuum oven. Temperature, humidity and pressure are held in tight tolerance during the vacuum purging process to give the highest quality shatter. Consistency will vary somewhat based on THC levels and the quality of the starting cannabis product.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 - Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Shatter
Product Type:	Marijuana Concentrate

Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Shatter will be packaged in 5ml circular plastic screw top containers. Each portion will be no more than 1 gram of product. The container will be sealed in a clear mylar bag with the label card shown below.



Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Product card will be printed front and back, product specific label will be placed on front, lab testing batch sticker with specifications on back, inserted into mylar bag and sealed with product visible inside.



*Cosmic SeaWeed
 License 19728*

Strain: Good Stuff
 Total Cannabinoids: 68% (342 mg) THC 55% CBD 12%
 Net weight 500mg Microbial contaminants: none
 Residual solvents: 66PPM (300PPM/G allowable)
 Production Lot #12345 Packaging date: 1/1/18 Expiration date: 1/1/19 Tested by CannTest Alaska
 HETRC ID 12345678
 Keep product refrigerated for best quality.

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults 21 and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

**Craft Cannabis Concentrates
 Homer, Alaska**



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Gummies				
Product Type: Choose one.	Other Marijuana Product				
Perishable: Yes/No	YES	Shelf Life: If perishable.	6 months refrigerated		
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible				



Form MJ-16: Proposed New Marijuana Product


Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>Gelatin based chewable candy. Gummies will be circular or square, or other shapes such as commercially available molds such as a leaf; no animal shapes or cartoon characters. Texture will be soft and chewy. Color will be based on flavor. Yellow-lemon; red- berry; purple-grape.</p>
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<p>Ingredients:</p>	<p>Sugar, water, glucose syrup, gelatin, fruit pectin, citric acid, natural flavors, food coloring, cannabis concentrate (cannabis oil for edibles).</p>
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<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>Ingredients will be heated and blended to form mixture. Cannabis concentrate will be added to heated mixture and additionally blended to homogenize the mixture. Product will be poured into pre-measured molds for accurate dosage. Gummies will be packaged and placed into storage prior to testing.</p>
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<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	
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Form MJ-16: Proposed New Marijuana Product

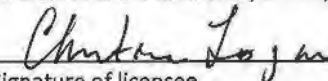
Section 4 – Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

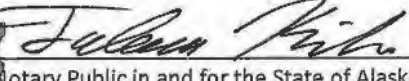
<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Gummies will be packaged into small child resistant containers, such as glass jars, recyclable cardboard box, or small plastic child resistant container. Each gummy equals one serving. Gummies will contain 1mg, 2.5mg or 5 mg THC, and potency will be clearly labeled on the package. There will be 10 gummies per package, with 10mg, 25 mg or 50mg total THC per package, depending on potency of the batch. A package of gummies will contain no more than 50mg THC.</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	 <p>Cosmic Gummies Cannabis Infused Gummies Production Batch # 022020-06 METRC# 1A40203000xxxxxxxxxxx123 Manufacturer Cosmic SeaWeed LLC Lic # 19728</p> <p>5 mg THC per Serving 10 Servings per package 50 mg total THC Ingredients: Sugar, water, glucose syrup, fruit, pectin, citric acid, natural flavors, food coloring, cannabis (concentrate for edibles)</p> <p>Nutrition Facts Serving size 1 piece (5 grams), Servings per containers 10, Amount per serving: Calories X, Fat Calories X, Total Fat X, Sat Fat X Trans Fat X, Cholesterol X, Sodium X, Total carb X, Dietary Fiber X, Sugars X, Protein X, Not a significant source of dietary fiber, sugars, Vit A, Vit D, Calcium or Iron. Percent daily values are based on a 2000 calorie diet.</p> <p>Microbial Test: Pass Keep uneaten portion frozen after purchase. Exp: 4/20</p> <p><i>Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.</i></p>
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As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.


Signature of licensee
Christina A Logan
Printed name of licensee

Notary Public
TALENA KINDER
State of Alaska
My Commission Expires May 23, 2022


Notary Public in and for the State of Alaska.
My commission expires: May 23 2022
Subscribed and sworn to before me this 27th day of February, 2020.



Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Wax		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	"Wax" has a waxy appearance and texture. It has the consistency of sticky butter at room temperature. It is yellow to golden brown in color.
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Ingredients:	N/A
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Standard Production Procedure and Detailed Manufacturing Process:	Wax will be produced by the butane hash oil procedure described in Section 3, using a closed loop hydrocarbon extraction machine. Ethanol and winterization will remove most fats and waxes but this step is done less aggressively for a wax product. Rotary evaporation will recapture the ethanol. Remaining solvents will be purged inside a special vacuum oven. Wax tends to be produced when the lipid and wax profile of the starting product is higher.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Wax
Product Type:	Marijuana Concentrate

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Wax will be packaged in 5ml circular plastic screw top containers. Each portion will be no more than 1 gram of product. The container will be sealed in a clear mylar bag with the label card shown below.</p>  
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Product card will be printed front and back, product specific label will be placed on front, lab testing batch sticker with specifications on back, inserted into <i>mylar bag</i> and sealed with product visible inside.</p>  
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Alaska Marijuana Control Board
Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Distilled Cannabis Oil for Vaporization Cartridges				
Product Type: Choose one.	Other Marijuana Product				
Perishable: Yes/No	No	Shelf Life: If perishable.			
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable				





Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>Distilled cannabis oil for filling vaporization cartridges. Each cartridge will hold either 0.3 grams, .5 grams, 1 gram or 1.5 grams. The oil will be clear with a yellow, amber or green tint depending on the original strain used.</p>
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<p>Ingredients:</p>	<p>Cannabis oil, endogenous terpenes, and plant derived terpenes.</p>
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<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>Cannabis oil will be produced by processing flower or trim with butane or other hydrocarbon solvent, to extract the oil through a closed loop system. The resulting oil will be purged in a vacuum oven to remove residual solvent. The product will be dissolved in ethanol, placed in a -10F freezer for 48 hrs, then vacuum filtered to remove fats and waxes. Rotary evaporation will remove and recapture most of the ethanol. Remaining ethanol and other undesirable components will be removed during fractional distillation. The remaining distilled oil will be mixed with plant derived terpenes and packaged into cartridges. Testing will be done per regulation.</p>
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<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	<div style="display: flex; justify-content: space-around; align-items: center;">   </div>
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Section 4 - Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

Packaging Description:

Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Oil will be loaded into a vaporization cartridge or a glass syringe. It will be packaged in a clear plastic child resistant clamshell or a CR cardboard packaging. Total THC will vary with amount packaged (0.3mg, 0.5mg, 1.0mg, 1.5mg) and potency which is determined by testing. Package will be clearly labeled with Total THC.



Sample Labels:

Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Manufactured by Cosmic Seaweed
Homer, Alaska License #19728

Marijuana BHO Distilled Vape Cartridge Indica
Tangerine Kush THC:74.83%
CBD 2.65% Terpenes:.81% Total Cannabinoids 82.00%
Residual Solvents: 0 PPM Contaminants: None
Net Wt: 0.5 gram/0.018oz Batch 013120-04
Metric:1A4020300008CA1000001102
Cultivator Pine Street

Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.

As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

CHRISTINA A. LOGAN
Printed name of licensee

Notary Public in and for the State of Alaska.

My commission expires: with office

Subscribed and sworn to before me this 5th day of March, 2020



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. The **required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Cannabis infused icing on fresh baked rolls				
Product Type: Choose one.	Other Marijuana Product				
Perishable: Yes/No	YES	Shelf Life: If perishable.	3 months freezer		
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible				



Form MJ-16: Proposed New Marijuana Product



Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>Icing will be solid at room temp, conforming to the container, green in color, sugary granular in texture. Rolls will be small traditional cinnamon rolls, purchased from a local bakery who will provide them for this specific product.</p>
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<p>Ingredients:</p>	<p>Icing: Butter, sugar, powdered confectioners sugar, cream cheese, vanilla extract, water, green food coloring, cannabis concentrate (cannabis oil for edibles). Fresh baked cinnamon rolls purchased from local bakery. All ingredients will be clearly indicated on the product label.</p>
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<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>Ingredients will be mixed using a kitchen mixer. Cream cheese, sugar, confectioners sugar, vanilla and cannabis concentrate will be blended into a uniform homogenous blend. Icing will be allowed to cool, then packaged into sealed glass jars and placed into frozen storage prior during testing. Once testing is complete, an accurate measurement of icing to give a 5mg dose of THC will be heated and drizzled on a fresh baked roll delivered to our facility from the bakery next door, and then immediately transferred and sold in our retail store on the adjacent premises. Any fresh rolls left at the end of the day will be placed in the freezer. Green icing will show the consumer that it is a marijuana product.</p>
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<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	<div style="display: flex; justify-content: space-around;">   </div>
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Form MJ-16: Proposed New Marijuana Product

Section 4 – Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Iced rolls will be wrapped in parchment paper and packaged in an opaque, child resistant, resealable exit bag. Accurately measured icing will provide a consistent 5 mg of THC per serving. Each roll will contain no more than 5 mg THC total. One roll is a serving size. Product is meant to be purchased as a single item.



Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

This label will be affixed to the exit packaging.



Cinnamon Roll
Cannabis Infused Bakery Item

Production Batch # 022020-06
 METRC# 1A40203000xxxxxxxxxxxx123
 Manufacturer Cosmic SeaWeed LLC Lic # 19728

5 mg THC per Serving 5 mg total THC in one roll

Ingredients: Roll: Flour, baking soda, baking powder, salt, butter, brown sugar, eggs, cinnamon, vanilla extract; icing: cream cheese, vanilla extract, powdered sugar, cannabis concentrate, (cannabis oil for edibles.)

Nutrition Facts Serving size 1roll (100 grams), Servings per containers 1, Amount per serving: Calories X, Fat Calories X, Total Fat X, Sat Fat X Trans Fat X, Cholesterol X, Sodium X, Total carb X, Dietary Fiber X, Sugars X, Protein X, Not a significant source of dietary fiber, Vit A, Vit D, Calcium or Iron. Percent daily values are based on a 2000 calorie diet.

Microbial Test: Pass Keep uneaten portion frozen after purchase. Exp: 4/20

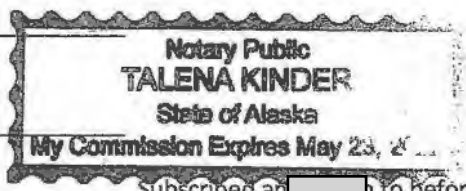
Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Christina Logan
Signature of licensee

Christina A Logan

Printed name of licensee



Talena Kinder
 Notary Public in and for the State of Alaska.

My commission expires: *May 23 2022*

Subscribed and sworn to before me this *27th* day of *February*, 20*20*.

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License # 19728

AMCO Received 3/4/2020 Page 3 of 3



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Cosmic special pre-roll				
Product Type: Choose one.	Other Marijuana Product				
Perishable: Yes/No	Yes	Shelf Life: If perishable.	1 year		
Intended Use: Smokable/ edible/topical/wholesale/etc.	smokable				



Form MJ-16: Proposed New Marijuana Product


Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>A cannabis flower or shake pre-roll appears brown in color from the rolling paper. It has the appearance of a marijuana cigarette with a filter. The pre-roll is painted with rosin pressed kief or un-decarboxylated cannabis oil of a matching or complementary strain. Small flakes of shatter will be embedded on the end third of the pre-roll.</p>
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<p>Ingredients:</p>	<p>Marijuana flower or shake (trim) purchased from a licensed grower, commercially manufactured rolling paper, shatter flakes (a Cosmic SeaWeed approved product, rosin pressed kief (a Cosmic SeaWeed approved product), cannabis oil (a Cosmic SeaWeed approved product).</p>
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<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>Hand or mechanized pre-roll machine will pack marijuana flower or shake into a filtered paper cone to produce marijuana cigarettes. The product will be painted with rosin and sprinkled with small flakes of shatter and allowed to dry. Product will be individually packaged. Laboratory analysis will determine potency.</p>
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<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	
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Form MJ-16: Proposed New Marijuana Product

Section 4 – Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

Packaging Description:

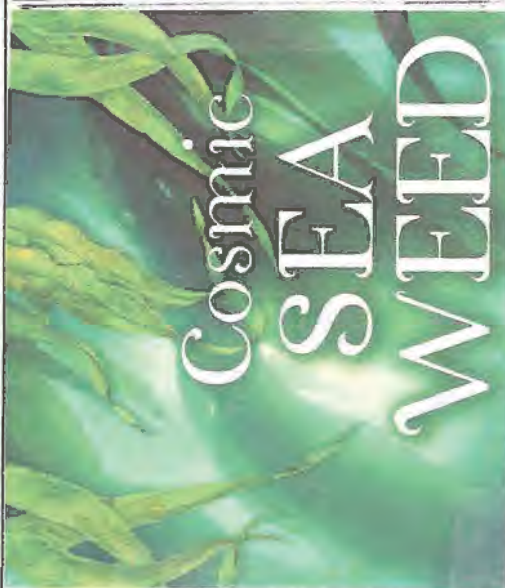
Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Individually packaged marijuana cigarettes in colored or clear plastic joint tubes. Labeling will wrap around the tube. The laboratory tested result total THC amount will be listed on the label. An estimation of the total amount of THC for one roll would be; Flower 0.25 gram, (15-21% THC) 37-52 mg THC, Shatter 2.5mg (70% average) 17 mg THC, Rosin 2.5mg (77% average) 17mg. Studies show 46% of total THC is lost during combustion, leaving a total THC range 38mg-46mg for an average roll.



Sample Labels:

Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.



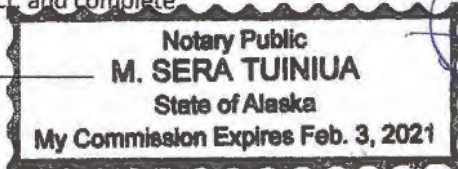
Cosmic Special Pre-Roll
 Manufactured by Cosmic SeaWeed Lic #19728
 Craft Cannabis Concentrates in Homer, Alaska
 Metrc 1A4020300008AC000000011 Batch 001

Strain:	THC:	% CBD:	%
Production batch#:	Net Weight:	grams	
Packaging date:	Expiration Date:		
Contaminates:	none detected		
Residual solvents:	none detected		

Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgement. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Christina A. Logan
Signature of licensee



M. Sera Tuiniua
Notary Public in and for the State of Alaska.
My commission expires: 02/03/2021

Christina A. Logan
Printed name of licensee

Subscribed and sworn to before me this 15th day of June, 2019.



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.


Product Name:	Chocolate Chip Cookies				
Product Type: Choose one.	Other Marijuana Product				
Perishable: Yes/No	YES	Shelf Life: If perishable.	2 mo. fridge, 6 mo. freezer		
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible				



Form MJ-16: Proposed New Marijuana Product

Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

Product Description: Details must include the color, shape, and texture.	Tan colored cookie with brown chocolate chips. Chewy and moist consistency. Circle shape.
Ingredients:	Flour, baking soda, baking powder, salt, butter, sugar, brown sugar, eggs, vanilla extract, cannabis concentrate (cannabis oil for edibles). Ingredients will be clearly indicated on the product label.
Standard Production Procedure and Detailed Manufacturing Process:	Cannabis concentrate will be mixed into butter into a homogenous blend. Wet ingredients will be blended using kitchen aid or similar mixing machine. Dry ingredients will be mixed and stirred into bowl, and blended into homogenous and uniform mixture. Cookie batter will be scooped in measured amounts for proper dosing onto baking sheet and baked. when cookies are cool, they will be packaged and placed into storage prior to testing.
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	



Form MJ-16: Proposed New Marijuana Product

Section 4 - Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.


Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Chocolate chip cookies will be individually wrapped and packaged in an opaque, child resistant, resealable bag or recyclable child resistant cardboard packaging. Each cookie will contain 2.5 or 5 mg of THC per serving. Package will contain no more than 50mg THC total. Each round cookie will be approximately 1 1/2" in diameter and 1/4" to 1/2" thick.

5 mg THC per serving 10 servings per package 50 mg THC per package
 2.5 mg THC per serving 10 servings per package
 = 25 mg THC per package



Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.



Chocolate Chip Cookies
Cannabis Infused Cookies

Production Batch # 022020-06
 METRC# 1A40203000xxxxxxxxxx123
 Manufacturer Cosmic SeaWeed LLC Lic # 19728

5 mg THC per Serving 10 Servings per package 50 mg total THC
 Ingredients: Flour, baking soda, baking powder, salt, butter, brown sugar, eggs, vanilla extract, cannabis concentrate, (cannabis oil for edibles.)

Nutrition Facts Serving size 1 piece (15grams), Servings per containers 5, Amount per serving: Calories X, Fat Calories X, Total Fat X, Sat Fat X Trans Fat X, Cholesterol X, Sodium X, Total carb X, Dietary Fiber X, Sugars X, Protein X, Not a significant source of dietary fiber, sugars, Vit A, Vit D, Calcium or Iron. Percent daily values are based on a 2000 calorie diet.

Microbial Test: Pass Keep uneaten portion frozen after purchase. Exp: 4/20

Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Christina Logan
 Signature of licensee
 Christina A Logan
 Printed name of licensee

Notary Public
TALENA KINDER
 State of Alaska
 My Commission Expires May 23, 2022

Talena Kinder
 Notary Public in and for the State of Alaska.
 My commission expires: May 23 2022

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



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Cosmic Wax- Winterization Wax byproduct				
Product Type: Choose one.	Other Marijuana Product				
Perishable: Yes/No	Yes	Shelf Life: If perishable.	1 year		
Intended Use: Smokable/ edible/topical/wholesale/etc.	Topical				



Form MJ-16: Proposed New Marijuana Product


Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>Wax is light yellow to green gray in color. It is a waxy consistency and holds together easily and conforms to the shape of the container.</p>
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<p>Ingredients:</p>	<p>N/A</p>
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<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>Wax is produced as a byproduct of BHO cannabis oil production. During the winterization process the liquid separates into layers as the lipids and plant wax precipitate out at very cold temperatures. This is then filtered, leaving behind the wax residue, which is normally discarded. It contains trace amounts of THC.</p>
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<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	
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Form MJ-16: Proposed New Marijuana Product

Section 4 – Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>This wax will be used as an ingredient in other products such as topical lotions and creams. It will not be sold retail to the public. It could be sold in bulk to other manufacturers. It would be packaged in large mason jars, not to exceed one pound, with an airtight lid and kept refrigerated.</p> <div style="display: flex; justify-content: space-around;">   </div>
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Cosmic SeaWeed makes no claim that this product has been medically evaluated nor implies medical benefit. Metric 1A4020300008AC0000110 Batch 1 Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p> 
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As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Christina A Lagan
Signature of licensee

Christina A Lagan
Printed name of licensee

Notary Public
M. SERA TUINIUA
 State of Alaska
 My Commission Expires Feb. 3, 2021

[Signature]
 Notary Public in and for the State of Alaska.
 My commission expires: 02/03/2021

Subscribed and sworn to before me this 18th day of June, 2019.



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cannabis Oil for Edibles and Topicals		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	Yes	Shelf Life: If perishable.	1 year
Intended Use: Smokable/ edible/topical/wholesale/etc.	Wholesale to licensed manufactures for edibles and topicals. In-house use also		

Product Description: Details must include the color, shape, and texture.	Cannabis oil for edibles and topicals has the viscosity of olive oil. Depending on the strain it will be clear yellow, amber, honey or green colored.
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Ingredients:	Cannabis oil. Nothing else will be added to the oil. The oil itself will be used as an ingredient in other approved products where cannabis oil is approved.
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Standard Production Procedure and Detailed Manufacturing Process:	Cannabis oil will be produced by processing flower or trim with butane through a closed loop hydrocarbon machine. The resulting oil will be vacuum purged to removed residual butane. The product will then be dissolved in ethanol, placed in a -10 F degree freezer until the lipids and waxes precipitate out. This solution will be filtered, then run through rotary evaporation to remove the ethanol. The remaining oil will be returned to the vacuum oven until residual solvents are undetectable. The heat will be increased to 250 degrees for 30 minutes to decarboxylate. A sample will be sent to a testing lab for potency. Oil will be stored in airtight glass jars.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cannabis Oil for edibles and topicals
Product Type:	Marijuana Concentrate

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Cannabis oil will be packaged in airtight glass jars. Portions for wholesale will not exceed one liter. THC amounts will vary but will be in the 45-65% range. Jars will be sealed with a tamper proof label and transferred to other licensed manufacturing facilities in accordance with 306.555 (c)(d) (e).</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	 <p>Cosmic Sea Weed License 19728</p> <p>Strain: Good Stuff Total Cannabinoids: 58% (THC 55% CBD 12%) Net weight: 1.2 oz Microbial contaminants: none Residual solvents: 66PPM (800PPM/6 dissolvable) Production Lot #12345 Packaging date: 1/1/18 Expiration date: 1/1/19 Tested by CannTest Alaska METRC ID 12345678 Keep product refrigerated</p> <p>Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults 21 and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.</p> <p>Craft Cannabis Concentrates Homer, Alaska</p>
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Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Cannabis Oil for Vaporization Cartridges-refill				
Product Type: Choose one.	MARIJUANA CONCENTRATE				
Perishable: Yes/No	No	Shelf Life: If perishable.			
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable				



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

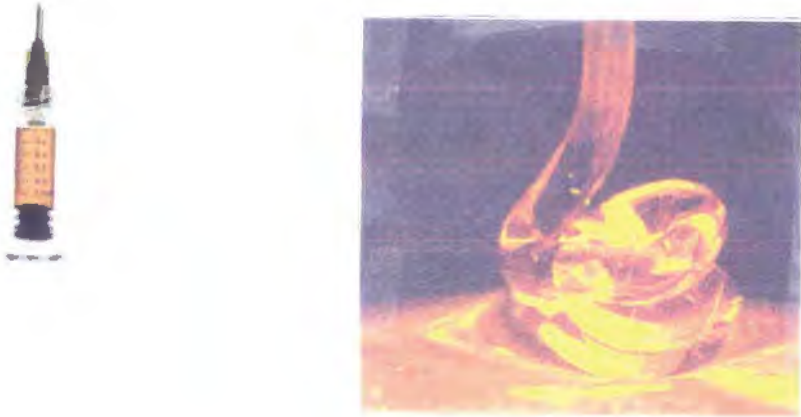
Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

Product Description: Details must include the color, shape, and texture.	Cannabis Oil for filling vape pen cartridges. Each syringe for refill will hold between 0.3 grams and 1.5 grams. The oil will be clear with a yellow, amber or green tint depending on the original strain. The oil is very thick and viscous, the consistency of molasses.
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Ingredients:	Cannabis oil
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Standard Production Procedure and Detailed Manufacturing Process:	Cannabis oil will be produced by processing flower or trim with butane through a closed loop hydrocarbon extraction machine. The resulting oil will be vacuum purged to remove residual butane. The product will then be dissolved in ethanol, placed in a -10F degree freezer for 48 hours to separate the lipids and waxes. This solution will be filtered. It will then be evaporated to distill and recapture the ethanol. The remaining oil will be returned to the vacuum oven until remaining solvents are undetectable. A sample will be sent to a testing lab. Oil will be loaded into syringes, packaged and sold wholesale to licensed retailers.
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	
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Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

Section 4 - Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

<p>Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.</p>	<p>Oil will be loaded into plastic or glass syringe, and capped. it will be packaged in clear childproof mylar bag or clamshell with instructions for use. Total THC will range from 55%-75% with 275mg in a 0.5g syringe up to 750 mg for a 1.0ml syringe.</p> 
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<p>Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.</p>	<p>Product card will be printed front and back, with product specific label and testing results</p>  <p>Manufactured by Cosmic Seaweed Homer, Alaska License #19728</p> <p>Marijuana BHO Concentrate Cannabis Oil for Vaporization THC: 86.42% (432mg) CBD: 3.30% Terps: 3.00% Total Cannabinoids: 99.23% Residual Solvents: none detected <i>REFILL SYRINGE</i></p> <p>Metre: 100000000000001 Batch: 001</p> <p><i>RETAIL STORE LABEL GOES HERE</i></p> <p>Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.</p>
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As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee: *Christina A. Logan*
 Printed name of licensee: Christina A. Logan

Notary Public: MARITES P. DUMAGUING
 State of Alaska
 My commission expires: April 20, 2020

Notary Public in and for the State of Alaska.
 My commission expires: 1-20-2020


Subscribed and sworn to before me this 17th day of June, 2019.



Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cannabis Oil for Vaporization Cartridges		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		
Product Description: Details must include the color, shape, and texture.	Cannabis oil for filling vape pen cartridges. Each cartridge will hold between 300 mg to 1.5 grams. The oil will be clear with a yellow, amber, or green tint depending on the original strain used for concentration.		
Ingredients:	PEG (polyethylene glycol), vegetable glycerine, MCT-medium chain triglycerides, or other inert, biologically harmless thinning agent that may be soon found to be better for vape cartridge manufacture.		
Standard Production Procedure and Detailed Manufacturing Process:	Cannabis oil will be produced by the butane hash oil procedure described in Section 3, using a closed loop hydrocarbon extraction machine. Ethanol and winterization will remove fats and waxes. Rotary evaporation will recapture the ethanol. Remaining solvents will be purged inside a special vacuum oven. Once this process is complete the resulting product will be dissolved and homogenized in polyethylene glycol to the proper viscosity for vape cartridge. This liquid will be sampled and sent for required potency and residual butane testing. The liquid will be loaded by hand or by automatic filler machine into glass cartridges from 300mg to 1.5 grams.		
Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			



Section 7 – Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Cannabis Oil for Vaporization Cartridges
Product Type:	Marijuana Concentrate

Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Cartridges will be filled manually or by automatic filler machine. Sizes from 300 mg to 1.5g will be produced. Cartridges will be sealed inside childproof clamshell blister packages with the product card shown below.



Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Product card will be printed front and back, product specific label will be placed on front, lab testing batch sticker with specifications on back, inserted into clamshell and sealed with product visible inside.

Cosmic SeaWeed
License 19728

Strain: Good Stuff
 Total Cannabinoids: 8% (342 mg) THC 55% CBD 12%
 Net weight: 500mg Microbial contaminants: none
 Residual solvents: 66PPM (800PPM/G allowable)
 Production Lot #: 12345 Packaging date: 1/1/18 Expiration date: 1/1/19 Tested by CannTest Alaska
 METRC ID: 12345678
 Keep product refrigerated for best quality.

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults 21 and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

Craft Cannabis Concentrates
Homer, Alaska





Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. **The required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 - Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Cosmic Capsules				
Product Type: Choose one.	Other Marijuana Product				
Perishable: Yes/No	YES	Shelf Life: If perishable.	1 year		
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible				



Form MJ-16: Proposed New Marijuana Product


Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>Capsules will be clear or white, capsule shaped, smooth.</p>
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<p>Ingredients:</p>	<p>Gelatin or cellulose pharmaceutical grade capsules, commercially purchased; gelatin, Medium Chain Triglyceride (MCT) oil, olive oil, soy lecithin, cannabis concentrate (cannabis oil for edibles).</p>
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<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>A measured amount of Cannabis oil for edibles will be added to heated MCT oil. Food grade stabilizers such as gelatin and soy lecithin will be added for consistency. Mixture will be blended for homogeneity. Dosing syringe will be used to fill pharmaceutical grade capsules. Capsules will be packaged and placed into storage prior to testing.</p>
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<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	
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Alaska Marijuana Control Board
Form MJ-16: Proposed New Marijuana Product

Section 4 – Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Capsules will be packaged into small child resistant containers, such as glass jars, recyclable cardboard box, or small plastic container. Each capsule equals one serving. Capsules will contain 2.5mg or 5 mg THC, and potency will be clearly labeled on the package. A package of capsules will contain no more than 50mg THC.
2.5 mg THC x 10 servings = Total THC 25 mg per package 5 mg THC see sample label



Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.



Cosmic Capsules
Cannabis filled Capsules

Production Batch # 022020-06
 METRC# 1A40203000xxxxxxxxxxx123
 Manufacturer Cosmic SeaWeed LLC Lic # 19728

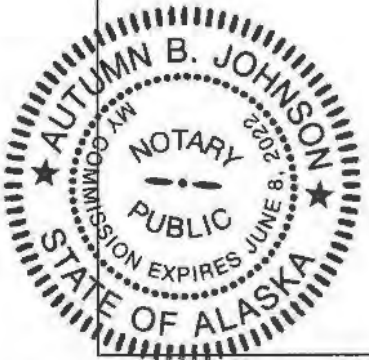
5 mg THC per Serving 10 Servings per package 50 mg total THC

Ingredients: Gelatin or cellulose pharmaceutical grade capsules, commercially purchased, gelatin, MCT oil, olive oil, soy lecithin, cannabis concentrate, (either distillate of cannabis oil for edibles.)

Nutrition Facts Serving size 1 piece (5 grams), Servings per containers 10, Amount per serving: Calories X, Fat Calories X, Total Fat X, Sat Fat X Trans Fat X, Cholesterol X, Sodium X, Total carb X, Dietary Fiber X, Sugars X, Protein X, Not a significant source of dietary fiber, sugars, Vit A, Vit D, Calcium or Iron. Percent daily values are based on a 2000 calorie diet.

Microbial Test: Pass Keep uneaten portion frozen after purchase. Exp: 4/20

Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.



As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Christopher Coray
 Signature of licensee

Printed name of licensee

Autumn B. Johnson
 Notary Public in and for the State of Alaska.

My commission expires: June 8, 2022

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



Alaska Marijuana Control Board

Form MJ-16: Proposed New Marijuana Product

What is this form?

This proposed new marijuana product form is required for a marijuana product manufacturing facility licensee who is seeking Marijuana Control Board (MCB) approval of a new marijuana product or marijuana concentrate for production at its licensed premises, as required under 3 AAC 306.100 and 3 AAC 306.525. The **required \$250 proposed new marijuana product fee may be made by check, cashier's check, or money order.**

This form must be completed and submitted to AMCO's main office prior to production of any new marijuana product or marijuana concentrate. **The proposed new marijuana product may not be produced unless and until the MCB has approved of the product.**

Please note that licensees seeking approval of more than one proposed new marijuana product or marijuana concentrate must submit a separate completed copy of this form and pay a separate fee for each proposed new marijuana product or marijuana concentrate.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Proposed Marijuana Concentrate or Marijuana Product

Enter information for the marijuana concentrate or the marijuana product for which you are seeking MCB approval.

Product Name:	Chocolate				
Product Type: Choose one.	Other Marijuana Product				
Perishable: Yes/No	YES	Shelf Life: If perishable.	1 year		
Intended Use: Smokable/ edible/topical/wholesale/etc.	Edible				




Section 3 – Proposed Product Details

Enter information for the marijuana product for which you are seeking MCB approval.

<p>Product Description: Details must include the color, shape, and texture.</p>	<p>Chocolate bar or individually wrapped pieces. Bar with servings will be clearly demarcated into snap off pieces. Chocolate will have a firm, snappable consistency and smooth texture. Color will be brown.</p>
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<p>Ingredients:</p>	<p>Cocoa butter, sugar, cacao powder, vanilla extract, cream or milk, natural flavors, sea salt, cannabis concentrate (cannabis oil for edibles). Ingredients will be clearly indicated on the product label.</p>
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<p>Standard Production Procedure and Detailed Manufacturing Process:</p>	<p>Ingredients will be heated over a double boiler, and blended using an immersion blender. Cannabis concentrate will be mixed into a homogenous blend. Chocolate will be poured into uniform pre measured molds for proper proportion and accurate potency and dosage per serving. Chocolate will be allowed to cool, then packaged and placed into storage prior to testing.</p>
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<p>Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.</p>	
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131

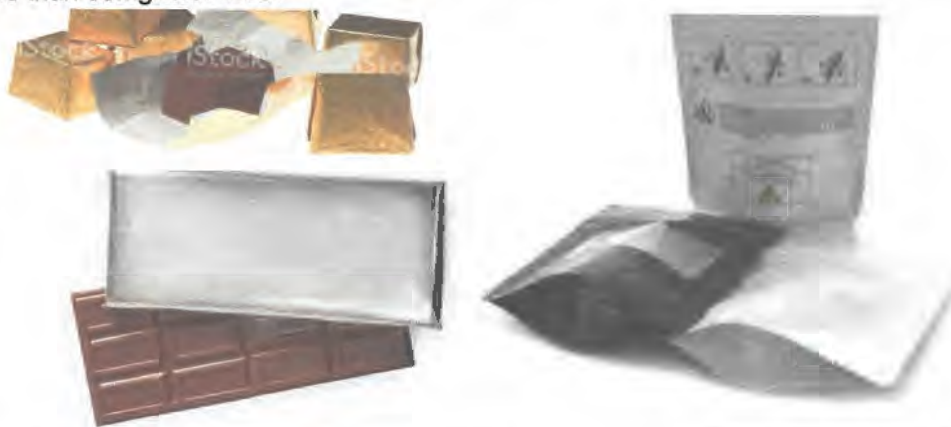


Section 4 - Proposed Product Packaging and Sample Label

Enter information for the packaging and labeling of the marijuana product for which you are seeking MCB approval.

Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Chocolate will be foil wrapped and packaged in an opaque, child resistant, resealable bag. Sizes will be 2 oz (a 2"x6" rectangle)- 10 servings @ 5mg per serving= Total THC 50mg, or 1 oz (2"x3" rectangle)-5 servings @5mg per serving=Total THC 25mg or one individually wrapped chocolate piece-1 serving@5mg=Total THC 5mg. One serving will be one demarcated square which will contain 5 mg of THC per serving. No package will contain more than 50mg total THC.



Sample Labels: Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Chocolate Cannabis Infused Chocolate
Production Batch # 022020-06
METRC# 1A40203000xxxxxxxxxx123
Manufacturer Cosmic SeaWeed LLC Lic # 19728
5 mg THC per Serving 10 Servings per package 50 mg total THC
Ingredients: Butter, sugar, cacao powder, vanilla, salt, cannabis concentrate. Contains milk.
Nutrition Facts Serving size 1 piece (15grams), Servings per containers 10, Amount per serving: Calories X, Fat Calories X, Total Fat X, Sat Fat X Trans Fat X, Cholesterol X, Sodium X, Total carb X, Dietary Fiber X, Sugars X, Protein X, Not a significant source of dietary fiber, sugars, Vit A, Vit D, Calcium or Iron. Percent daily values are based on a 2000 calorie diet.
Microbial Test: Pass Keep uneaten portion frozen after purchase. Exp: 4/20
Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

As a marijuana establishment licensee, I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee: Christina A Logan
Printed name of licensee: Christina A Logan

Notary Public TALENA KINDER State of Alaska My Commission Expires May 23, 2022

Signature of Notary Public
Notary Public in and for the State of Alaska.
My commission expires: May 23, 2022

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



Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

Section 6 - Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Crumble		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	An extract identified by its malleable texture that falls apart, or crumbles, when handled. Crumble, sometimes called honeycomb wax, is usually used for dabbing. It is usually golden in color, but has strain to strain variation in color.		
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Ingredients:	N/A		
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Standard Production Procedure and Detailed Manufacturing Process:	Crumble is produced by the classic butane hash oil extraction procedure previously described in Section 3, using a closed loop hydrocarbon extraction machine. Ethanol and winterization will remove fats and waxes. Rotary evaporation will recapture the ethanol. Remaining solvents will be purged inside a special vacuum oven. Higher temperatures during the final vacuum oven purging process will result in a crumble texture. Consistency will vary somewhat based on THC levels and the quality of the starting cannabis product.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 - Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Crumble
Product Type:	Marijuana Concentrate

Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Crumble will be packaged in 5ml circular plastic screw top containers. Each portion will be no more than 1 gram of product. The container will be sealed in a clear mylar bag with the label card shown below.



Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Product card will be printed front and back, product specific label will be placed on front, lab testing batch sticker with specifications on back, inserted into clear mylar envelope and sealed with product visible inside.



Cosmic SeaWeed License 19728

Strain: Good Stuff
 Total Cannaboids: 48% (342 mg) THC 55% CBD 12%
 Net weight 500mg Microbial contaminants: none
 Residual solvents: 66PPM (800PPM/G allowable)
 Production Lot #12345 Packaging date: 1/1/18 Expiration date: 1/1/19 Tested by CannTesti Alaska
 METRC ID 12345678
 Keep product refrigerated for best quality.

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults 21 and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

**Craft Cannabis Concentrates
 Homer, Alaska**



Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

Section 6 – Proposed Marijuana Concentrates and Marijuana Products

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Budder		
Product Type: Choose one.	Marijuana Concentrate		
Perishable: Yes/No	No	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokable		

Product Description: Details must include the color, shape, and texture.	Budder is one of the many consistencies for cannabis concentrates, identified by the malleable texture that looks and feels like cake frosting. Not all budder looks the same, and the appearance depends on the starting material and extraction process. Extracts that have not had their fats and waxes filtered can "auto-budder" if exposed to fluctuating temperatures and humidities.		
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Ingredients:	N/A		
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Standard Production Procedure and Detailed Manufacturing Process:	Budder will be produced by the butane hash oil procedure described in Section 3, using a closed loop hydrocarbon extraction machine. Ethanol and winterization will remove fats and waxes. Rotary evaporation will recapture the ethanol. Remaining solvents will be purged inside a special vacuum oven. During the vacuum purge process, the product will be whipped by hand several times to yield the desired consistency.		
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Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.			
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Section 7 - Proposed Product Packaging and Sample Labels

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Budder
Product Type:	Marijuana Concentrate

Packaging Description:
 Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.

Budder will be packaged in 5ml circular plastic screw top containers. Each portion will be no more than 1 gram of product. The container will be sealed in a clear mylar bag with the label card shown below.



Sample Labels:
 Provide sample labels showing how the labeling requirements set forth in 3 AAC 306.570 will be met.

Product card will be printed front and back, product specific label will be placed on front, lab testing batch sticker with specifications on back, inserted into the mylar bag and sealed with product visible inside.

Cosmic SeaWeed
License 19728

Strain: Good Stuff
 Total Cannabinoids: 68% (342 mg) THC 55% CBD 12%
 Net weight 500mg Microbial contaminants: none
 Residual solvents: 66PPM (800PPM/G allowable)
 Production Lot #12345 Packaging date: 1/1/18 Expiration date: 1/1/19 Tested by CannTest Alaska
 HETRC ID 12345678
 Keep product refrigerated for best quality.

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults 21 and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breastfeeding.

Craft Cannabis Concentrates
Homer, Alaska

Cosmic SeaWeed

Strain label goes here

Budder
Cannabis Concentrate
750mg

Craft Cannabis Concentrates
Homer, Alaska



Alaska Marijuana Control Board

Form MJ-05: Marijuana Product Manufacturing Facility Operating Plan Supplemental

Section 8 - Prohibitions

Review the requirements under 3 AAC 306.510.

8.1. I certify that the marijuana product manufacturing facility will not:

Initials

- a. Sell, deliver, distribute, or transfer any marijuana, marijuana concentrate, or marijuana product directly to a consumer, with or without compensation;
- b. Allow any person, including a licensee, employee, or agent, to consume marijuana, marijuana concentrate, or marijuana product on the licensed premises; or
- c. Manufacture or sell any product that is an adulterated food or drink, closely resembles a familiar food or drink item including candy, or is packaged to look like candy, or in bright colors or with cartoon characters or other pictures or images that would appeal to children.

CO

CL

CL

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

CL

Chris C. Long

Printed name of licensee

Chris Long
Signature of licensee



(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

Why is this form needed?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	261 E. Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603

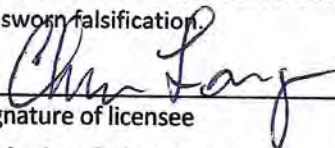
Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 07/27/2023 End Date: 08/7/2023

Other conspicuous location: Carrs/Safeway 90 Sterling Hwy, Homer, AK 99603

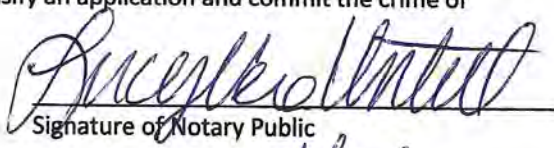
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.



 Signature of licensee

Chris C Long

 Printed name of licensee

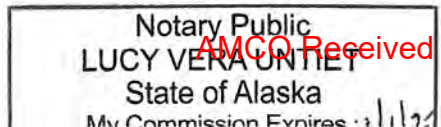


 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 01/01/2027

Subscribed and sworn to before me this 10 day of August, 2023.



AMCO Received 8.29.23



Alaska Marijuana Control Board
Form MJ-08: Local Government Notice

Why is this form needed?

A local government notice is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	Cosmic SeaWeed, LLC		
Premises Address:	261 E. Bunnell Avenue		
City:	Homer	State:	Alaska
		ZIP:	99603

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): City of Homer/Kenai Peninsula Borough Date Submitted: 7/26/2023
 Name/Title of LG Official 1: Melissa Jacobsen/City Clerk Name/Title of LG Official 2: Michele Turner/Borough Clerk
 Community Council: N/A Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Chris C Long
 Printed name of licensee

Chris Long
 Signature of licensee



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

Alaska Marijuana Control Board
Form MJ-09: Statement of Financial Interest

Why is this form needed?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	Cosmic SeaWeed, LLC		
Premises Address:	261 E. Bunnell Avenue		
City:	Homer	State:	Alaska
		ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chris Long		
Title:	Member		
SSN:	[REDACTED]	DOB:	[REDACTED]



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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

You must be able to certify the statements below. Read the following and then sign your initials in the boxes to the right: **Initials**

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Chris C Long
 Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board
Marijuana Establishment
Form MJ-17c: License Transfer Application

Why is this form needed?

This form must be used to apply for a transfer of ownership to another person and/or location of a marijuana establishment license under 3 AAC 306.045 and 3 AAC 306.046. This transfer application must be completed and submitted to AMCO's Anchorage office, along with all necessary supplemental documents and fees listed in **Form MJ-17b: License Transfer Application Checklist**, before a transfer of ownership, including a change that affects the controlling interest of an entity, and/or location will be considered by the Marijuana Control Board.

Please note that licensees seeking to change controlling interest of an entity that owns multiple licenses must submit a separate completed copy of this form and the required supplemental documents and fees for each license.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee (from):	Cosmic Seaweed, LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603
Email:	pyrofish13@gmail.com				
Local Government:	Kenai Peninsula Borough/City of Homer				

- Regular ownership transfer
 Transfer of controlling interest in the licensed entity
 Transfer of location

Section 2 – Transferee Information

Enter information for the **new** applicant/location seeking to be licensed. The business license # should be issued for the DBA listed below, and held by the transferee.

Licensee (to):	Cosmic SeaWeed, LLC	Alaska Entity #	10139115		
Mailing Address:	261 East Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603
Doing Business As:	Cosmic Seaweed, LLC				
New Premises Address (Skip if you are not changing location):	261 E. Bunnell Avenue				
City (Skip if you are not changing location):	Homer	Local Government (Skip if you are not changing location):	City of Homer/KPB		
State of AK Business License #:	1088609	Business Phone:	419-708-0174		

Designated Licensee (a licensee who will be the main contact):	Chris Long				
Contact Email:	pyrofish13@gmail.com	Phone #	419-708-0174		



Form MJ-17c: License Transfer Application

Section 3 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form.

If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, list each *officer or director, and owner of any of the corporation's stock*.
- If the applicant is a limited liability company, list each *member holding any ownership interest and each manager*.
- If the applicant is a partnership or limited partnership, list each *partner holding any interest and each general partner*.

Entity Official Name:	Cosmic Enterprises LLC			
Title(s):	Member	Phone:	419-708-0174	% Owned: 100
Email:	pyrofish13@gmail.com			
Mailing Address:	261 East Bunnell Avenue			
City:	Homer	State:	Alaska	ZIP: 99603
Entity Official Name:	Chris C. Long (100% Managing Member of Cosmic Enterprises LLC)			
Title(s):		Phone:	419-708-0174	% Owned:
Email:	pyrofish13@gmail.com			
Mailing Address:	261 East Bunnell Avenue			
City:	Homer	State:	Alaska	ZIP: 99603
Entity Official Name:				
Title(s):		Phone:		% Owned:
Email:				
Mailing Address:				
City:		State:		ZIP:
Entity Official Name:				
Title(s):		Phone:		% Owned:
Email:				
Mailing Address:				
City:		State:		ZIP:



Form MJ-17c: License Transfer Application

Section 4 – Other Licenses

Ownership and financial interest in other marijuana establishments:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

Cosmic Cannabis Company - Retail - 21417

Section 5 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

JDW Counsel - Attorney Jana Weltzin and Staff

Section 6 – Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.

Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.

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

I agree to provide all information required by the Marijuana Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Signature of transferee

Chris C. Long

Printed name of transferee

NOTARY PUBLIC
Karen Garvey
STATE OF ALASKA
My Commission Expires January 21, 2026

Signature of Notary Public

in and for the State of Alaska

My commission expires: 01-21-26

Subscribed and sworn to before me this 20th day of July, 2023



Section 7 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

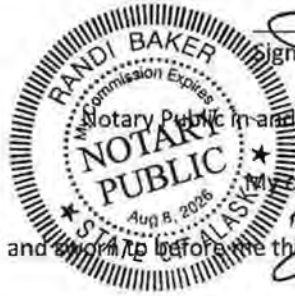
I hereby certify that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) approve of the transfer of this license, and that the information on this form is true, correct, and complete. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Christina Logan

Signature of transferor

Christina Logan

Printed name of transferor



Randi Baker
Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 8/8/2026

Subscribed and sworn to before me this 24 day of July, 2023

Signature of Notary Public

Notary Public in and for the State of _____

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Signature of Notary Public

Notary Public in and for the State of _____

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20__.



Alaska Marijuana Control Board

Form MJ-17d: Unaltered Operating Plan and/or Premises Diagram Form

Why is this form needed?

This operating plan and/or diagram form is required to be submitted by the transferee for any marijuana establishment transfer license application where the transferee is not making changes to the operating plan and/or premises diagram approved by the Marijuana Control Board, in the course of the transfer application, per 3 AAC 306.045(e). By completing this form you are certifying that no changes will be made to the operating plan and/or premises diagram that have been previously submitted and approved for this license. This form replaces the information required by regulations 3 AAC 306.020(b)(8), 3 AAC 306.020(c), 3 AAC 306.315(2), 3 AAC 306.420, 3 AAC 306.520(2) and (3), and 3 AAC 306.615 if no changes are being made to your operating plan or diagram during the transfer.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license transfer application.

New Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	Cosmic Seaweed, LLC		
Premises Address:	262 E. Bunnell Avenue		
City:	Homer	State:	Alaska
		ZIP:	99603

Section 2 – Certification

You must be able to certify at least one of the statements below. Read the following and then sign your initials in the applicable box(es) to the right:

I certify that there will be no changes to the operating plan for this license.

If the above statement is certified you will not be required to submit forms MJ-01 and MJ-03, MJ-04, MJ-05 or MJ-06.

Initials

I certify that there will be no changes to the premises diagram for this license.

If the above statement is certified, you will not be required to submit form MJ-02.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

DocuSigned by:

Chris C. Long

Printed name of transferee

Signature of transferee



Alaska Marijuana Control Board
Form MJ-19: Creditors Affidavit

Why is this form needed?

This form must be completed by the **current holder** (transferor) of a marijuana establishment license in order to report all debts of and taxes owed by the business, as required by 3 AAC 306.045(b)(2). The Marijuana Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the operation of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per 3 AAC 306.080(c)(2).

You must submit a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on this form. This form must be completed and submitted to AMCO's Anchorage office before any license transfer application will be considered complete.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Cosmic Seaweed, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603
	[REDACTED]				

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
NONE		



Alaska Marijuana Control Board Form MJ-19: Creditors Affidavit

Section 3 – Transferor Certifications

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

Initials

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.

[Handwritten initials]

I certify that I have submitted a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on Page 1 of this form.

[Handwritten initials]

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

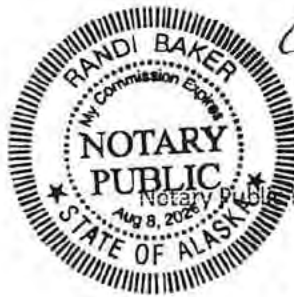
[Handwritten initials]

[Handwritten signature]

Signature of transferor

Christina Logan

Printed name of transferor



[Handwritten signature]

Signature of Notary Public

In and for the State of Alaska

My commission expires 8/8/2024

Subscribed and sworn to before me this 24th day of July, 2023

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

Certificate of Organization

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

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

Cosmic Enterprises LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 9, 2022**.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

Julie Anderson
Commissioner



THE STATE of ALASKA

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

AK Entity #: 10183878
Date Filed: 01/09/2022
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization
Domestic Limited Liability Company

Web-1/9/2022 9:55:33 AM

1 - Entity Name

Legal Name: Cosmic Enterprises LLC

2 - Purpose

Any lawful business

3 - NAICS Code

313312 - TEXTILE AND FABRIC FINISHING (EXCEPT BROADWOVEN FABRIC) MILLS

4 - Registered Agent

Name: Chris Long

Mailing Address: 879 Linda Court, Homer, AK 99603

Physical Address: 879 Linda Court, Homer, AK 99603

5 - Entity Addresses

Mailing Address: 879 Linda Court, Homer, AK 99603

Physical Address: 879 Linda Court, Homer, AK 99603

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Table with 4 columns: Name, Address, % Owned, Titles. Row 1: Chris Long, [blank], [blank], Organizer

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 Official(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: Chris Long



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

Domestic Limited Liability Company Initial Biennial Report

Entity Name: Cosmic Enterprises LLC

Entity Number: 10183878

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 879 LINDA COURT, HOMER, AK 99603

Mailing Address: 879 LINDA COURT, HOMER, AK 99603

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Chris Long

Physical Address: 879 LINDA COURT, HOMER, AK 99603

Mailing Address: 879 LINDA COURT, HOMER, AK 99603

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Chris Long	879 Linda Court, Homer, AK 99603	100	X	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

NAICS Code: 313312 - TEXTILE AND FABRIC FINISHING (EXCEPT BROADWOVEN FABRIC) MILLS

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(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: Chris Long



**Alaska Food Code
2023 Establishment Permit**

Division of Environmental Health
Food Safety & Sanitation Program

Permit Number: 9043
Issued to: C3 COMMERCIAL BUILDING - COSMIC SEAWEED, LLC
For: C3 Commercial Building-Cosmic Seaweed, LLC
For Operation of: FP-6 Other Food Processing
Located at: 272 Charles WAY Homer, AK 99603

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be posted in plain view in the establishment and is the property of the State of Alaska.

Expiration Date:
December 31, 2023

Program Manager:

**If you have questions or concerns regarding
safe food handling practices call toll free:**

1-87-SAFE-FOOD

(in Anchorage call 334-2560)



Pursuant with the Alaska Revised Limited Liability Company Act

Title 10 Chapter 10.50

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

Cosmic Enterprises, LLC

Name Of LLC

AN ALASKA LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT ("Agreement") is entered into this 1 day of January, 2023, by and between the following person(s):

Chris C. Long

First

Middle

Last

First

Middle

Last

First

Middle

Last

First

Middle

Last

(Hereinafter Referred to as the "Parties" or "Members")

All Members in the above-described Limited Liability Company agree as follows;

FORMATION OF LIMITED LIABILITY COMPANY

I. **FORMATION OF LLC.** The Parties have formed a Limited Liability Company named Cosmic Enterprises, LLC

Name Of LLC

(Hereinafter referred to as the "LLC") in the State of Alaska.

State

The LLC shall be operated by the terms of this Agreement and the applicable laws of the State of Alaska

State

relating to the formation, taxation and operation of a LLC. The Members agree that the LLC shall be taxed as a partnership. The partnership shall be inoperative if there are any provisions of this agreement that may cause the LLC not to be taxed as a partnership.

II. **BUSINESS.** The primary business of the LLC shall be:

All lawful Marijuana Product Manufacturing and Retail

Primary Business of LLC

The LLC shall be legally allowed to conduct or promote any lawful business or purpose within the State of Alaska

State

or any other jurisdiction where the LLC may be conducting business activities.

III. **ARTICLES OF ORGANIZATION.** The LLC acting through one of its

Members named Chris C. Long

First

Middle

Last

filed Articles of Organization, ("Articles") in the records of the

Alaska

State

Secretary of State on 01/09/2022

Date

and thus, creating the LLC.

IV. **PLACE OF BUSINESS.** The official place of business of the LLC shall be

Street Address

City of Homer

City

State of Alaska

State

Zip Code 99603

Zip Code

V. **REGISTERED OFFICE.** The official registered office of the LLC shall be 879 Linda Court

Street Address

City of Homer

City

State of Alaska

State

Zip Code 99603

Zip Code

. If at anytime the registered office should change, all members and necessary government authorities shall be notified.

VI. **REGISTERED AGENT.** The official registered agent of the LLC shall be

Chris C. Long

First

Middle

Last

If at anytime the registered agent should change, all members and necessary government authorities shall be notified.

- VII. **FISCAL YEAR.** The LLC's fiscal and tax year shall end Dec 31.
Date
- VIII. **DURATION.** The LLC will commence business as of the date of filing and will continue in perpetuity.
- IX. **INITIAL MEMBERS.** The initial Members of the LLC, their initial capital contributions, and their percentage interest in the LLC are as follows:

Members	Percentage Interest in LLC	Capital Contribution (If any)
Chris C Long	100%	

- X. **ADDITIONAL MEMBERS.** Upon the consent of a majority of the Members and in compliance with the provisions of this agreement, new members may be admitted.
- XI. **MANAGEMENT.** The Members have elected to manage the LLC as follows (check as appropriate):

The management of the LLC shall be vested in the Members without an appointed manager. The Members shall elect officers who shall manage the company. The President and Secretary may act for and on behalf of the LLC and shall have the power and authority to bind the LLC in all transactions and business dealings of any kind as otherwise provided in this Agreement.

The Members hereby delegate the management of the LLC to Managers(s), subject to the limitations set out in this agreement.

There shall be CL initial Managers.
of Managers

The initial Manager(s) is/are:

Chris C. Long

<i>First</i>	<i>Middle</i>	<i>Last</i>
--------------	---------------	-------------

<i>First</i>	<i>Middle</i>	<i>Last</i>
--------------	---------------	-------------

<i>First</i>	<i>Middle</i>	<i>Last</i>
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<i>First</i>	<i>Middle</i>	<i>Last</i>
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A Manager shall hold their position until the Members elect a successor.

The Members shall elect and may remove the Manager(s) by majority vote.

The authority shall be held by the Members to take all necessary and proper actions in order to conduct the business of the LLC.

Any Manager can take any appropriate action on behalf of the LLC, including, but not limited to signing checks, executing leases, and signing loan documents except for decisions concerning distributions.

With or without the notice of a meeting, the action of the Manager shall be based on a majority vote of the Managers when determining the timing and total amount of distribution to the Members.

The compensation to the Manager(s) shall be in the discretion of the majority of the Members of the LLC.

XII. **OFFICERS AND RELATING PROVISIONS.** If the Members decide to manage the LLC, rather than appointing a Manager, the Members shall appoint officers for the LLC and the following provisions shall apply:

(a) **OFFICERS.** The officers of the LLC shall consist of a president, a treasurer and a secretary, or others that may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall supervise the operation of the LLC under the direction and management of the Members, as further described below.

- (b) TERM OF OFFICE/ELECTION. The Members shall elect the officers of the LLC annually by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. All officers shall hold their office positions unless until their death, removal of office, or resignation. Election or appointment of an officer or agent shall not of itself create a contract right.
- (c) REMOVAL. The Members may decide to remove any officer or agent by a majority vote whenever they decide that the best interest of the company would be served thereby. If a officer or agent is removed, it shall be without prejudice to the contract rights.
- (d) PRESIDENT. The President shall be the chief executive officer of the LLC and shall be present at all meetings of the Members. The president shall have all powers to perform such duties that are outlined in this Agreement.
- (e) THE TREASURER. The Treasurer shall be the chief financial officer of the LLC. The Treasurer is responsible for all funds and securities of the LLC. The Treasurer shall preside at the meeting of the Members when the President is absent. The treasurer must receive and give receipts for moneys due and payable to the LLC from any money source whatsoever, and deposit all such moneys in the name of the LLC in any such money institution, which shall be selected by the Members of the LLC. The Treasurer shall perform all other duties that may be assigned to the office of treasurer by the President or by the Members of the LLC.
- (f) SECRETARY. The Secretary shall keep a time log of the Members meetings in a file provided for that purpose and also see that all notices are duly given in accordance with the provisions of this Agreement or as required by law. The Secretary shall have custody of the LLC records, addresses of Members, Member's resolutions, and other documents to the LLC as true and correct. The Secretary shall preside at the meetings of the Members in the absence of the President and Treasurer and also perform all other duties that may be assigned to the office of secretary by the President or by the Members of the LLC.
- (g) VACANCIES. A vacancy is any office because of death, resignation, removal, and disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

XIII. **MEMBER ONLY POWERS.** Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber (but not lease) any real estate owned by the LLC, or (b)

incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$20,000.

- XIV. **INTEREST OF MEMBERS.** Each Member shall own a percentage interest on the LLC. The Member's percentage interest shall be based on the amount of consideration that the member has contributed to the LLC and that percentage interest shall control the Member's share of the profit, losses, and distributions of the LLC.
- XV. **CONTRIBUTIONS.** The initial contributions and initial percentage interest of the Members are as set out in this Agreement.
- XVI. **ADDITIONAL CONTRIBUTIONS.** In the case when the Members are called upon by the majority of the Members of the LLC to make additional cash contributions, the additional cash contribution shall be based on the Member's then existing percentage interest. If a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interest at that time, and the percentage interest of each Member will be adjusted accordingly.
- XVII. **PERCENTAGE INTEREST/RECORD OF CONTRIBUTIONS.** This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.
- XVIII. **DISTRIBUTIONS.** Distribution of cash and other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interest in the LLC.
- XIX. **PROFITS AND LOSSES.** On the basis of the Members' percentage interest in the LLC, the profits and losses and all other tax attributes of the LLC shall be allocated among the Members.
- XX. **CHANGE IN INTEREST.** IF during any year there is a change in a Member's percentage interest, the Member's share of the profits and losses and distributions in that year shall be determined under a method which takes into account the varying interest during that year.
- XXI. **VOTING BY MEMBERS.** In relation with each Member's percentage interest, Members shall be entitled to vote on all matters that provide for a vote of the Members.

- XXII. **MAJORITY DEFINED.** The term “Majority” of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action when used throughout this agreement.
- XXIII. **MAJORITY REQUIRED.** The majority of the Members, based upon their percentage ownership, except as otherwise provided and delegated to the Officers or Managers, shall decide all decisions made.
- XXIV. **MEETINGS.** Meetings of the Members may be called by any member owning 10% or more of the LLC, or, if Managers were selected, by the Manager of the LLC, or if Officers were elected, by any officer.
- XXV. **WRITTEN CONSENT/MEETINGS.** Members or Officers do not have to hold a meeting in order to accomplish an action but evidence of the action shall be recorded and signed by the majority of the Members. Action without a meeting may be evidence by a written consent signed by a majority of the Members, or the President and Secretary.
- XXVI. **MEMBERS HAVE NO EXCLUSIVE DUTY TO LLC.** Members may have other business interest and may participate in other investments in addition to those relating to the LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. No Member shall be held liability to the LLC or any other Member by participating in outside businesses, investments, or activities.
- XXVII. **DUTIES OF MEMBERS: LIMITATION OF LIABILITY/GOOD FAITH.** All owners of the LLC shall perform their duties in good faith and perform with such care to be in the best interest of the LLC. All Members shall be held responsible if a Member or Officer finds them guilty of fraud, gross negligence, deceit, willful misconduct, or a wrongful taking. No Member or Officer, by reason of being or having been a Member or Officer, shall be liable to the LLC or to any other member or Officer for any loss or damage sustained by the LLC.
- XXVIII. **PROTECTION OF MEMBERS AND OFFICERS.**
- (a) As used herein, the term “Protected Party” refers to the Members and officers of the Company.
- (b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:

- (i) The provisions of this Agreement;
 - (ii) The records of the LLC; and/or
 - (iii) Such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC.
- (c) The provisions of this agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

XXIX. INSURANCE AND IDEMNIFICATION.

- (a) Right to Indemnification.
- (i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the LLC may be indemnified and held harmless by the LLC.
 - (ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLC.
- (b) Non-Exclusivity of Rights. Members and Officers of the LLC shall adopt and enter into indemnification agreements for Members and officers. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this agreement, contract, agreement, vote of members or otherwise.
- (c) Advancement of Expenses. All expenses including legal fees incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceedings

conclusion. Should the indemnified Member or Officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or Officer.

- (d) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.
- (e) Insurance. With a majority vote, the Members may decide to purchase and maintain insurance for the LLC, for its Members and officers, and/or on the behalf of any third party or parties whom the members might determined should be entitled to such insurance coverage.

XXX. TERMINATION OF MEMBERSHIP. A Member's interest in the LLC shall cease upon the incidence of one or more of the following events:

- (a) A Member dies
- (b) A Member decides to give notice of withdrawal to the LLC thirty days (30) in advance of the withdrawal date. There is no breach of Agreement when a Member decides to withdraw in this fashion.
- (c) A Member assigns all of his/her interest to a qualified third party.
- (d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.
- (e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.
- (f) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, readjustment, composition, readjustment, liquidation, arrangement, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members.
- (g) If within ninety days (90) after the appointment, without a Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, said appointment is not vacated or within ninety days (90)

after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.

(h) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

XXXI. **ENCUMBRANCE.** With majority consent from the Members, a Member can encumber his LLC interest by a security interest or other form of collateral.

XXXII. **LLC INTEREST.** A Member has no interest in property owned by the LLC. The LLC interest is personal property.

XXXIII. **SALE OF INTEREST.** A Member can sell his LLC interest only as follows:

(a) If a Member decides to sell any part of their interest he/she must first offer their interest to the LLC. The LLC shall have the option to buy the seller's interest at the then existing Set Price as stated in the Agreement. The LLC shall then have to option for 30 days upon receiving the receipt of its intention to buy all, a portion, or none of the offered interest with a majority vote. Closing on the sale shall occur within 60 days (60) from the date that the LLC gives written notice of its intention to buy. The purchase price shall be paid in cash at the closing unless the total purchase price exceeds \$ N/A in which the purchase price shall be paid in _____ (_____) equal quarterly installments beginning at the time of closing. The installment amounts shall be computed by applying the following interest factor to the principle amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing

under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.

(b) If the LLC decides not to buy the offered interest of the selling Member, the other Members shall have the right to buy the offered interest at a set price on a pro-rata basis based on the Members' percentage interests at that time. If a Member decides not to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen days (15) from the date the LLC gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. The closing shall occur within sixty days (60) from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing member shall be paid in cash at closing.

(c) If the LLC or Members choose not to buy the offered interest, the selling Member has the right to assign the interest to a non-member.

(d) The selling Member must come to a close within ninety days (90) of the date that he/she gave notice to the LLC. If the interest of the selling Member does not close within that time, he/she must start the selling process over.

(e) A non-member purchaser of a member's interest cannot exercise any rights of a member unless a majority of the non-selling Members consent to him becoming a member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, allocations of income, loss, profit, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser shall agree to be subject to all the terms of this Agreement as if he were a Member by purchasing the selling member's interest.

XXXIV. DISSOCIATION. If a Member of the LLC becomes dissociated, the remaining Members shall have the option to purchase the dissociated member's interest at the Set Price in the same fashion as stated in Article 9. The sale will be carried out as if the dissociated Member had notified the LLC of his/her desire to sell all of his/her LLC interest. The date the LLC received the notice as provided in Article 28 triggering the options shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

XXXV. EFFECT OF DISSOCIATION. When a Member becomes dissociated from the LLC they shall not be entitled to receive fair value of their LLC interest solely by virtue of dissociation. If the dissociated Member

still owns interest in the LLC, they shall be entitled to continue to receive such profits and losses. A dissociated Member shall receive similar items to which he would if he/she were a Member but shall not be considered a Member nor have any rights of a Member.

XXXVI. **TERMINATION OF LLC.** Only upon the consent of the majority of the Members can the LLC and its affairs be dissolved.

XXXVII. **FINAL DISTRIBUTIONS.** Upon the ending of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

XXXVIII. **RECORDS AND INSPECTION.** The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, at the expense, of any Member.

XXXIX. **RECORDS AND INSPECTION.** The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, at the expense, of any Member.

XL. **OBTAINING ADDITIONAL INFORMATION.** Each Member of the LLC has the right to reasonably demand information related to the Member's interest as a Member in the LLC including: (a) Business information and the financial condition of the LLC; (b) If available, obtaining copies of the LLC's federal, state, and local income tax returns for each year. (c) Obtaining information in regards to the affairs of the LLC as is just and reasonable.

XLI. **APPLICABLE LAW.** Within the means of the law, this Agreement shall be constructed in accordance with and governed by the laws of the State of Alaska.

XLII. **AMENDMENT.** At any time a Member may wish to propose a new amendment but the other Members can waive it. The Proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. Once the majority of the Member approves the amendment it shall be in effect. This Agreement may not be amended nor may any

rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

- XLIII. **COUNTERPARTS.** The instrument may be executed in any number of counterparts each of which shall be considered an original.
- XLIV. **PRONOUNS.** The use of a pronoun shall be deemed to include singular, plural, individuals, feminine, masculine, partnerships or corporation where applicable when referencing to a Member or a Manager.
- XLV. **FURTHER ACTION.** Upon the request by the LLC, each Member has the duty and shall agree to perform all appropriate and necessary assignments within the provisions of this Agreement.
- XLVI. **FACSIMILES.** For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.
- XLVII. **SPECIFIC PERFORMANCE:** All Members agree that it would be greatly damaging if any of the provisions of this Agreement were not performed to meet their specific performance and that monetary damages would not provide an adequate remedy in such event. If the provisions become breached, the non-breaching Members are entitled to take action in any court of the United States or any state thereof having subject matter to the jurisdiction.
- XLVIII. **METHOD OF NOTICE.** All written notices shall be sent to the address of the LLC at its place of business or to the Member who is set forth on the signature page of this Agreement. All notices shall be effective when received either by hand or receipt of delivery.
- XLIX. **COMPUTATION OF TIME.** In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

L. **ENTIRE AGREEMENT** The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member. Each Member agrees to be bound by all of the terms and conditions of this agreement and the formation certificate or articles.

SIGNATURE OF MEMBERS

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

MEMBER

DocuSigned by:


Signature OS18921A7B4946F...

Print Name of Member: Chris C Long

Address: 879 Linda Court

City, State, Zip: Homer, Alaska, 99603

Phone: 419-708-0174

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

Commercial Parking Lot Lease Agreement

This Commercial Lease Agreement is made effective June 1, 2020 between Cosmic SeaWeed, LLC dba Cosmic Cannabis Company (Tenant) and Christina A Logan (Landlord). **Updated Sept 1, 2023. Updated January 8, 2024 (Clause 21). Changes and updates are in bold.**

Landlord is the owner of the land (Parking Lot) at the address commonly known as 271 East Bunnell Ave, Homer, Alaska. Also identified as T65 R 13W SEC 20 Seward Meridian HM 0670365 WR Benson Sub Amended Lot 152.

Landlord desires to lease the Parking Lot to the Tenant, and Tenant hereby leases same from Landlord for the term, at the rental and upon covenants, conditions and provisions here in and set forth.

Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;


1. Term: Landlord hereby leases the Parking Lot to the Tenant, and Tenant hereby leases the same from Landlord, for and Renewal Term beginning 12/31/2021 and ending 5/1/2028.
2. Beginning on June 1, 2020, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.
3. Termination of the lease may occur for violation of terms of the lease, with 90 days written notice.
4. Rent: Tenant shall pay to Landlord a monthly rent during the initial term and during the renewal period lease of \$1000.00 per month. This rent shall increase to \$2000 per month once manufacturing facilities are constructed and operational per AMCO effective date of permit. **Cash payment is acceptable, may be deposited in person at ~~First National Bank of Alaska, 271 East Bunnell Ave, Homer, Alaska 99603~~**
5. Taxes: Landlord shall be responsible for property taxes during the duration of the Lease.
6. Parking lot improvements: At the cost of the tenant, any modifications to the premises are allowed for conducting business, including installation of security and lighting, signage, drainage, landscaping and other modifications within the perimeter of the lot. Signage and lighting shall comply with AMCO regulations and Homer City Code.
7. No additional permanent or temporary buildings can be erected, assembled or stored without written permission of the landlord, except as detailed in Clause 14. Trailers, boats, recreational vehicles or other equipment shall not be stored on the lot for more than 10 days without written permission of the landlord.
8. Use: Use is for short term parking of vehicles associated with the employees and customers of the business operating at 261 East Bunnell Ave. No more than 10 cars may be parked at one time, in accordance with the Homer City Code. The Parking Lot shall be used for no other purpose with the exception of clause 14.

9. Mitigation of hazards: Notwithstanding the forgoing, Tenants agree to take all reasonable and measured steps to mitigate dangerous or hazardous conditions including pruning of trees, clearing of snow and ice, and any other hazard.
10. Tenant will employ plowing and sanding services during the winter months to maintain a clear driveway and safe access to the Parking Lot at all times.
11. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part at any time.
12. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, **water and sewer assessments, including connection fees and costs**, and any other utilities used by Tenant on the Parking Lot during the term of this lease unless otherwise expressly agreed in writing by the landlord.
13. Insurance: **Tenants will carry liability and business insurance that extends to the parking lot designated as a separate lot. Proof of insurance will be provided to Landlord.** Landlord will not be liable for any accidents, damage to vehicles, slips, trips or falls. Any incidents in the Parking Lot, which includes any additional facilities within the property lines, will be solely liable to the tenant.
14. **The south east corner of the parking lot may be improved at the cost of the tenant to add a butane extraction facility. Tenant is aware of lot corners and set backs and will proceed with due diligence to conform to these limitations. Any construction, buildings, containers, sheds, temporary buildings used in this facility will be in strict accordance with the submitted and approved AMCO operating plan for the licensee. In addition, any facility must comply with state of Alaska fire marshal code, and Homer city code, which include exclusion of shipping containers as a permanent building. Any complaints that arise due to violation of Homer city code will need to be remediated within 30 days or the lease will be terminated. Any facility must be visually pleasing to the opinion of the landlord and surrounding land owners, or landscaping must be installed to obscure the view of the structure but not the surrounding natural view. A copy of the site plan and AMCO operating plan must be submitted in writing to the landlord and approved in writing prior to the start of construction. An "as built" including all utility installs will be provided to the landlord once construction has finished.**
15. Further fill of the wetlands within the property limits without written permission of the landlord and an Army Corps of Engineers permit is NOT allowed.
16. At the termination of the lease, any temporary buildings, shipping containers, debris and detritus will be removed at cost of the tenant. Any capital improvements to the property such as but not limited to the parking pad, building pad, landscaping utility installations will be left intact and become property of the landlord.
17. At no time will marijuana debris be deposited, spilled, swept, or left outside the perimeter of the secure facility. No liquids other than water will be disposed of outside of a sanitary sewer system. Tenant will at all times comply with their AMCO and DEC approved operating plan. Any deviation of the operating plan due to negligence or ignorance by employees or visitors will not be excused.
18. Excessive lighting, flashing Christmas lights, machines designed to promote visibility that make excessive noise, annoying spot lighting, flapping, flopping, waving flags or

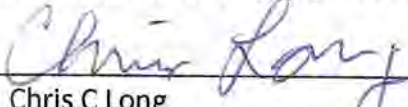
other types of material which cause distress or irritation to surrounding neighbors are not allowed outside of normal business hours. Business lighting must conform to Homer city code and not disrupt the quiet enjoyment of the premises of surrounding neighbors. Any complaints must be remediated within 30 days or termination of the lease will occur.

19. **Repairs:** Any necessary repairs to the surface of the parking lot will be the responsibility of the Tenant. Damages caused by the Tenant will be repaired at the cost of the Tenant.
20. **Access and Inspection:** In the event of an emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.
21. **Tenant's default or abandonment:** In the event of default by the tenant or abandonment of the premises, and no other company licensee or contractual mechanism supersedes this lease with regard to deposition of the company assets, the Landlord will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from the facility.

IN WITNESS WHEREOF, the parties have executed this renewal Lease on September 1, 2023



Landlord
Christina A Logan



Tenant Chris C Long
Chief Executive Officer, Cosmic SeaWeed, LLC

Commercial Parking Lot Lease Agreement

This Commercial Lease Agreement is made effective June 1, 2020 between Cosmic SeaWeed, LLC dba Cosmic Cannabis Company (Tenant) and Christina A Logan (Landlord). **Updated Sept 1, 2023. Updated January 8, 2024 (Clause 21). Changes and updates are in bold.**

Landlord is the owner of the land (Parking Lot) at the address commonly known as 271 East Bunnell Ave, Homer, Alaska. Also identified as T65 R 13W SEC 20 Seward Meridian HM 0670365 WR Benson Sub Amended Lot 152.

Landlord desires to lease the Parking Lot to the Tenant, and Tenant hereby leases same from Landlord for the term, at the rental and upon covenants, conditions and provisions here in and set forth.

Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;


1. Term: Landlord hereby leases the Parking Lot to the Tenant, and Tenant hereby leases the same from Landlord, for and Renewal Term beginning 12/31/2021 and ending 5/1/2028.
2. Beginning on June 1, 2020, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.
3. Termination of the lease may occur for violation of terms of the lease, with 90 days written notice.
4. Rent: Tenant shall pay to Landlord a monthly rent during the initial term and during the renewal period lease of \$1000.00 per month. This rent shall increase to \$2000 per month once manufacturing facilities are constructed and operational per AMCO effective date of permit. **Cash payment is acceptable, may be deposited in person at First National Bank of Alaska - Homer, Alaska.**
5. Taxes: Landlord shall be responsible for property taxes during the duration of the Lease.
6. Parking lot improvements: At the cost of the tenant, any modifications to the premises are allowed for conducting business, including installation of security and lighting, signage, drainage, landscaping and other modifications within the perimeter of the lot. Signage and lighting shall comply with AMCO regulations and Homer City Code.
7. No additional permanent or temporary buildings can be erected, assembled or stored without written permission of the landlord, except as detailed in Clause 14. Trailers, boats, recreational vehicles or other equipment shall not be stored on the lot for more than 10 days without written permission of the landlord.
8. Use: Use is for short term parking of vehicles associated with the employees and customers of the business operating at 261 East Bunnell Ave. No more than 10 cars may be parked at one time, in accordance with the Homer City Code. The Parking Lot shall be used for no other purpose with the exception of clause 14.

9. Mitigation of hazards: Notwithstanding the forgoing, Tenants agree to take all reasonable and measured steps to mitigate dangerous or hazardous conditions including pruning of trees, clearing of snow and ice, and any other hazard.
10. Tenant will employ plowing and sanding services during the winter months to maintain a clear driveway and safe access to the Parking Lot at all times.
11. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part at any time.
12. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, **water and sewer assessments, including connection fees and costs**, and any other utilities used by Tenant on the Parking Lot during the term of this lease unless otherwise expressly agreed in writing by the landlord.
13. Insurance: **Tenants will carry liability and business insurance that extends to the parking lot designated as a separate lot. Proof of insurance will be provided to Landlord.** Landlord will not be liable for any accidents, damage to vehicles, slips, trips or falls. Any incidents in the Parking Lot, which includes any additional facilities within the property lines, will be solely liable to the tenant.
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17. At no time will marijuana debris be deposited, spilled, swept, or left outside the perimeter of the secure facility. No liquids other than water will be disposed of outside of a sanitary sewer system. Tenant will at all times comply with their AMCO and DEC approved operating plan. Any deviation of the operating plan due to negligence or ignorance by employees or visitors will not be excused.
18. Excessive lighting, flashing Christmas lights, machines designed to promote visibility that make excessive noise, annoying spot lighting, flapping, flopping, waving flags or

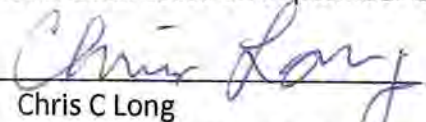
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21. **Tenant's default or abandonment:** In the event of default by the tenant or abandonment of the premises, and no other company licensee or contractual mechanism supersedes this lease with regard to deposition of the company assets, the Landlord will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from the facility.

IN WITNESS WHEREOF, the parties have executed this renewal Lease on September 1, 2023



Landlord
Christina A Logan



Tenant Chris C Long
Chief Executive Officer, Cosmic SeaWeed, LLC

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

}
SS:

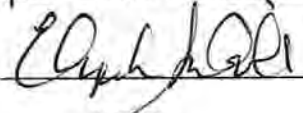
Doug Munn being first duly sworn, on oath deposes and says:
That I am and was at all times here in this affidavit mentions,
Supervisor of Legals of the Sound Publishing / Homer News, a
newspaper of general circulation and published at Homer, Alaska,
that the advertisement, a printed copy of which is hereto annexed
was published in said paper on the dates listed below:

Marijuana License Application - Cosmic Seawe
April 20, 2023
April 27, 2023
May 4, 2023

x 

SUBSCRIBED AND SWORN before me on this

16th day of May, 2023.



NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3-6-24.

Elizabeth A. McDonald
Notary Public, State of Alaska
Commission #200306009
My Commission Expires March 6, 2024

Marijuana License Transfer

Cosmic SeaWeed, LLC, doing business as Cosmic SeaWeed, LLC, located at 262 Charles Way, Homer, Alaska 99603 is applying under 3 AAC 306.045 and 3AAC 306.046 for transfer of controlling interest and location in a Marijuana Product Manufacturing Facility (3 AAC 306.500(a)(2)), license #19728. The transfer involves a change in ownership percentage from Christina Logan 50% and Chris C Long 50% to Cosmic Enterprises LLC 100% with a new location of 261 East Bunnell Avenue, Homer, Alaska 99603.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 and Attorney Jana Weltzin, Esq at jana@jdwccounsel.com or 901 Photo Avenue, Second Floor, Anchorage, Alaska 99503.

Pub: April 20, 27 & May 4, 2023

975233



January 19, 2024

Homer/Kenai Peninsula Borough

VIAEmail: mjacobsen@ci.homer.ak.us ; rkrause@ci.homer.ak.us ; clerk@cityofhomer-ak.gov ;
micheletturner@kpb.us ; tward@kpb.us ; mjenkins@kpb.us ; nscarlett@kpb.us ; mboehmler@kpb.us ;
rraidmae@kpb.us ; slopez@kpb.us ; bcarter@kpb.us ; mquainton@kpb.us

License Number:	21417
License Type:	Retail Marijuana Store
Physical Address:	261 East Bunnell Avenue Homer, AK 99603

Transferor (from):	Cosmic SeaWeed, LLC
Doing Business As:	Cosmic Cannabis Company
Designated Licensee:	Chris Long
Phone Number:	907-982-0513
Email Address:	cosmicseaweed@gmail.com

Transferee (to):	Cosmic SeaWeed, LLC
Doing Business As:	Cosmic Cannabis Company
Designated Licensee:	Chris Long
Phone Number:	907-982-0513
Email Address:	cosmicseaweed@gmail.com

- Transfer of License Transfer of Controlling Interest Transfer of Location Only
 Transfer of license and location

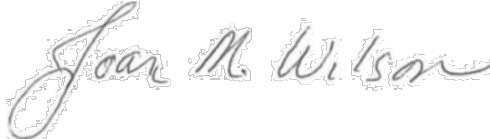
AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.045(c)(2) and 3 AAC 306.046(d) as applicable. Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice and provide AMCO proof of service of the protest upon the applicant. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the transfer, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a marijuana establishment license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our January 31-February 1, 2024, meeting.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson". The signature is written in black ink on a white background.

Joan Wilson, Director
amco.localgovernmentonly@alaska.gov



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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Why is this form needed?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

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

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	21417
License Type:	Retail Marijuana Store		
Doing Business As:	Cosmic Cannabis Company		
Premises Address:	261 East Bunnell Ave		
City:	Homer	State:	Alaska
		ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chris C Long
Title:	Managing Member of Cosmic Enterprises LLC

Section 3 – Other Licenses

Ownership and financial interest in other licenses: Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

19728 - Cosmic SeaWeed, LLC - Product Manufacturing



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Section 4 – Certifications

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

CE

I certify that I am not currently on felony probation or felony parole.

CE

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

CE

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

CE

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

CE

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

CE

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

CE

I certify that my proposed premises is not located in a liquor licensed premises.

CE

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

CE

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

CE

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

CE



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

Alaska Marijuana Control Board
Form MJ-00: Application Certifications

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

Initials

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

ce

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

ce

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

ce

All marijuana establishment license applicants:

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

ce

Chris C Long

Printed name of licensee

Chris Long
 Signature of licensee



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

Why is this form needed?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	21417		
License Type:	Retail Marijuana Store				
Doing Business As:	Cosmic Cannabis Company				
Premises Address:	261 East Bunnell Ave				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 07/27/2023

End Date: 08/07/2023

Other conspicuous location: Carrs/Safeway 90 Sterling Hwy, Homer, AK 99603

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Chris Long
 Signature of licensee

Chris C Long

Printed name of licensee

Lucy Vera Untiet
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 01/01/2027

Subscribed and sworn to before me this 10 day of August, 2023.



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice

Why is this form needed?

A local government notice is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	21417		
License Type:	Retail Marijuana Store				
Doing Business As:	Cosmic Cannabis Company				
Premises Address:	261 East Bunnell Ave				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): City of Homer/Kenai Peninsula Borough Date Submitted: 07/26/2023

Name/Title of LG Official 1: Melissa Jacobson/City Clerk Name/Title of LG Official 2: Michele Turner/Borough Clerk

Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Chris C Long
 Printed name of licensee

Signature of licensee



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

Alaska Marijuana Control Board
Form MJ-09: Statement of Financial Interest

Why is this form needed?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO’s Anchorage office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	21417		
License Type:	Retail Marijuana Store				
Doing Business As:	Cosmic Cannabis Company				
Premises Address:	261 East Bunnell Ave				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chris Long				
Title:	Member				
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]



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

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

You must be able to certify the statements below. Read the following and then sign your initials in the boxes to the right: **Initials**

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Chris C Long

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board

Marijuana Establishment

Form MJ-17c: License Transfer Application

Why is this form needed?

This form must be used to apply for a transfer of ownership to another person and/or location of a marijuana establishment license under 3 AAC 306.045 and 3 AAC 306.046. This transfer application must be completed and submitted to AMCO's Anchorage office, along with all necessary supplemental documents and fees listed in **Form MJ-17b: License Transfer Application Checklist**, before a transfer of ownership, including a change that affects the controlling interest of an entity, and/or location will be considered by the Marijuana Control Board.

Please note that licensees seeking to change controlling interest of an entity that owns multiple licenses must submit a separate completed copy of this form and the required supplemental documents and fees for each license.

Section 1 - Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee (from):	Cosmic SeaWeed, LLC	License Number:	21417		
License Type:	Retail Marijuana Store				
Doing Business As:	Cosmic Cannabis Company				
Premises Address:	261 East Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603
Email:	pyrofish13@gmail.com				
Local Government:	Kenai Peninsula Borough/City of Homer				

- Regular ownership transfer
 Transfer of controlling interest in the licensed entity
 Transfer of location

Section 2 - Transferee Information

Enter information for the **new** applicant/location seeking to be licensed. The business license # should be issued for the DBA listed below, and held by the transferee.

Licensee (to):	Cosmic SeaWeed, LLC	Alaska Entity #	10093588		
Mailing Address:	261 East Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603
Doing Business As:	Cosmic Cannabis Company				
New Premises Address (Skip if you are not changing location):	261 East Bunnell Avenue				
City (Skip if you are not changing location):	Homer	Local Government (Skip if you are not changing location):	KPB/City of Homer		
State of AK Business License #:	2111543	Business Phone:	419-708-0174		

Designated Licensee (a licensee who will be the main contact):	Chris Long				
Contact Email:	pyrofish13@gmail.com	Phone #	419-708-0174		



Form MJ-17c: License Transfer Application

Section 3 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form.

If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, list each *officer or director, and owner of any of the corporation's stock*.
- If the applicant is a limited liability company, list each *member holding any ownership interest and each manager*.
- If the applicant is a partnership or limited partnership, list each *partner holding any interest and each general partner*.

Entity Official Name:	Cosmic Enterprises LLC			
Title(s):	Member	Phone:	419-708-0174	% Owned: 100
Email:	pyrofish13@gmail.com			
Mailing Address:	261 East Bunnell Avenue			
City:	Homer	State:	Alaska	ZIP: 99603
Entity Official Name:	Chris C. Long (100% Managing Member of Cosmic Enterprises LLC)			
Title(s):		Phone:	419-708-0174	% Owned:
Email:	pyrofish13@gmail.com			
Mailing Address:	261 East Bunnell Avenue			
City:	Homer	State:	Alaska	ZIP: 99603
Entity Official Name:				
Title(s):		Phone:		% Owned:
Email:				
Mailing Address:				
City:		State:		ZIP:
Entity Official Name:				
Title(s):		Phone:		% Owned:
Email:				
Mailing Address:				
City:		State:		ZIP:
Entity Official Name:				
Title(s):		Phone:		% Owned:
Email:				
Mailing Address:				
City:		State:		ZIP:



Form MJ-17c: License Transfer Application

Section 4 - Other Licenses

Ownership and financial interest in other marijuana establishments:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

Cosmic SeaWeed, LLC - Product Manufacturing - 19728

Section 5 - Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

JDW Counsel - Attorney Jana Weltzin and Staff

Section 6 - Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application.

ll

Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form.

ll

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

ll

I agree to provide all information required by the Marijuana Control Board in support of this application.

ll

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

ll

Chris Long
Signature of transferee

NOTARY PUBLIC
Karen Garvey
STATE OF ALASKA
My Commission Expires January 21, 2026

Karen Garvey
Signature of Notary Public

Chris C Long
Printed name of transferee

and for the State of Alaska
My commission expires: 01-21-26

Subscribed and sworn to before me this 20th day of July, 2023



Section 7 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

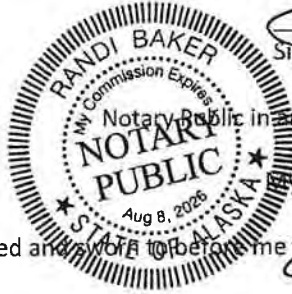
I hereby certify that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) approve of the transfer of this license, and that the information on this form is true, correct, and complete. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

[Handwritten signature of Christina Logan]

Signature of transferor

Christina Logan

Printed name of transferor



[Handwritten signature of Randi Baker]

Signature of Notary Public

ALASKA

Notary Public in and for the State of

8/8/2026

My commission expires:

24 day of July, 2023

Subscribed and sworn to before me this 24 day of July, 2023

Signature of Notary Public

Signature of transferor

Notary Public in and for the State of

My commission expires:

Printed name of transferor

Subscribed and sworn to before me this ___ day of ___, 20__.

Signature of Notary Public

Signature of transferor

Notary Public in and for the State of

My commission expires:

Printed name of transferor

Subscribed and sworn to before me this ___ day of ___, 20__.



Alaska Marijuana Control Board

Form MJ-17d: Unaltered Operating Plan and/or Premises Diagram Form

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Why is this form needed?

This operating plan and/or diagram form is required to be submitted by the transferee for any marijuana establishment transfer license application where the transferee is not making changes to the operating plan and/or premises diagram approved by the Marijuana Control Board, in the course of the transfer application, per 3 AAC 306.045(e). By completing this form you are certifying that no changes will be made to the operating plan and/or premises diagram that have been previously submitted and approved for this license. This form replaces the information required by regulations 3 AAC 306.020(b)(8), 3 AAC 306.020(c), 3 AAC 306.315(2), 3 AAC 306.420, 3 AAC 306.520(2) and (3), and 3 AAC 306.615 if no changes are being made to your operating plan or diagram during the transfer.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license transfer application.

New Licensee:	Cosmic SeaWeed, LLC	License Number:	21417
License Type:	Retail Marijuana Store		
Doing Business As:	Cosmic Cannabis Company		
Premises Address:	261 East Bunnell Ave		
City:	Homer	State:	Alaska
		ZIP:	99603

Section 2 – Certification

You must be able to certify at least one of the statements below. Read the following and then sign your initials in the applicable box(es) to the right:

Initials

I certify that there will be no changes to the operating plan for this license.

If the above statement is certified you will not be required to submit forms MJ-01 and MJ-03, MJ-04, MJ-05 or MJ-06.

I certify that there will be no changes to the premises diagram for this license.

If the above statement is certified, you will not be required to submit form MJ-02.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Chris C Long

Printed name of transferee

Signature of transferee



Alaska Marijuana Control Board
Form MJ-19: Creditors Affidavit

Why is this form needed?

This form must be completed by the **current holder** (transferor) of a marijuana establishment license in order to report all debts of and taxes owed by the business, as required by 3 AAC 306.045(b)(2). The Marijuana Control Board will deny an application for transfer of a license to another person if the Board finds that the transferor has not paid all debts or taxes arising from the operation of the licensed business, unless the transferor gives security for the payment of the debts or taxes satisfactory to the creditor or taxing authority, per 3 AAC 306.080(c)(2).

You must submit a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on this form. This form must be completed and submitted to AMCO's Anchorage office before any license transfer application will be considered complete.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Cosmic SeaWeed, LLC	License Number:	21417		
License Type:	Retail Marijuana Store				
Doing Business As:	Cosmic Cannabis Company				
Premises Address:	261 East Bunnell Ave				
City:	Homer	State:	Alaska	ZIP:	99603
	[REDACTED]				

Section 2 – Debts and Taxes Owed

Enter information for each creditor or taxing authority to which debts or taxes are owed. If there are no debts or taxes owed by the business, write "None" in the first field. You will be required to correct this form if a response of "N/A" is written in any field. Attach additional pages or documentation as necessary.

Creditor / Taxing Authority	Current Valid Email or Mailing Address of Creditor	Amount Owed
NONE		



Alaska Marijuana Control Board Form MJ-19: Creditors Affidavit

Section 3 – Transferor Certifications

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

Initials

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.

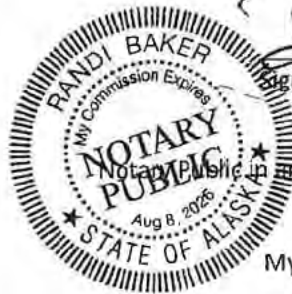
I certify that I have submitted a completed copy of Form MJ-17c: License Transfer Application to each creditor listed on Page 1 of this form.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Signature of transferor

Christina Logan

Printed name of transferor



Signature of Notary Public

Notary Public for the State of ALASKA

My commission expires: 8/8/2026

Subscribed and sworn to before me this 24 day of July 2023

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

} SS:

Doug Munn being first duly sworn, on oath deposes and says:
That I am and was at all times here in this affidavit mentions,
Supervisor of Legals of the Sound Publishing / Homer News, a
newspaper of general circulation and published at Homer, Alaska,
that the advertisement, a printed copy of which is hereto annexed
was published in said paper on the dates listed below:

Marijuana License Application - Cosmic Seawe
April 20, 2023
April 27, 2023
May 4, 2023

x Doug Munn

SUBSCRIBED AND SWORN before me on this

16th day of May, 2023.

Elizabeth A. McDonald

NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3-6-24.

Elizabeth A. McDonald
Notary Public, State of Alaska
Commission #200306009
My Commission Expires March 6, 2024

Marijuana License Transfer

Cosmic SeaWeed, LLC, doing business as Cosmic SeaWeed, LLC, located at 261 East Bunnell Avenue, Homer, Alaska 99603 is applying under 3 AAC 306.045 for transfer of controlling interest in a Retail Marijuana Store (3 AAC 306.300), license #21417. The transfer involves a change in ownership percentage from Christina Logan 50% and Chris C Long 50% to Cosmic Enterprises LLC 100%.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.ommerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501 and Attorney Jana Weltzin, Esq at jana@jdwounsel.com or 901 Photo Avenue, Second floor, Anchorage, AK 99503.

Pub: April 20, 27 & May 4, 2023 975230

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

Certificate of Organization

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

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

Cosmic Enterprises LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 9, 2022**.

A handwritten signature in cursive script that reads "Julie Anderson".

Julie Anderson
Commissioner



THE STATE of ALASKA

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

AK Entity #: 10183878
Date Filed: 01/09/2022
State of Alaska, DCCED

FOR DIVISION USE ONLY

Articles of Organization
Domestic Limited Liability Company

Web-1/9/2022 9:55:33 AM

1 - Entity Name

Legal Name: Cosmic Enterprises LLC

2 - Purpose

Any lawful business

3 - NAICS Code

313312 - TEXTILE AND FABRIC FINISHING (EXCEPT BROADWOVEN FABRIC) MILLS

4 - Registered Agent

Name: Chris Long

Mailing Address: 879 Linda Court, Homer, AK 99603

Physical Address: 879 Linda Court, Homer, AK 99603

5 - Entity Addresses

Mailing Address: 879 Linda Court, Homer, AK 99603

Physical Address: 879 Linda Court, Homer, AK 99603

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Table with 4 columns: Name, Address, % Owned, Titles. Row 1: Chris Long, [blank], [blank], Organizer

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 Official(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: Chris Long



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

Domestic Limited Liability Company
Initial Biennial Report

Entity Name: Cosmic Enterprises LLC
Entity Number: 10183878
Home Country: UNITED STATES
Home State/Prov.: ALASKA
Physical Address: 879 LINDA COURT, HOMER, AK 99603
Mailing Address: 879 LINDA COURT, HOMER, AK 99603

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Chris Long
Physical Address: 879 LINDA COURT, HOMER, AK 99603
Mailing Address: 879 LINDA COURT, HOMER, AK 99603

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Chris Long	879 Linda Court, Homer, AK 99603	100	X	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

NAICS Code: 313312 - TEXTILE AND FABRIC FINISHING (EXCEPT BROADWOVEN FABRIC) MILLS

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(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: Chris Long

Pursuant with the Alaska Revised Limited Liability Company Act

Title 10 Chapter 10.50

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

Cosmic Enterprises, LLC

Name Of LLC

AN ALASKA LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT ("Agreement") is entered into this 1 day of **January**, 2023, by and between the following person(s):

Chris C. Long

First

Middle

Last

First

Middle

Last

First

Middle

Last

First

Middle

Last

(Hereinafter Referred to as the "Parties" or "Members")

All Members in the above-described Limited Liability Company agree as follows;

FORMATION OF LIMITED LIABILITY COMPANY

I. **FORMATION OF LLC.** The Parties have formed a Limited Liability Company named Cosmic Enterprises, LLC

Name Of LLC

(Hereinafter referred to as the "LLC") in the State of Alaska.

State

The LLC shall be operated by the terms of this Agreement and the applicable laws of the State of Alaska

State

relating to the formation, taxation and operation of a LLC. The Members agree that the LLC shall be taxed as a partnership. The partnership shall be inoperative if there are any provisions of this agreement that may cause the LLC not to be taxed as a partnership.

II. **BUSINESS.** The primary business of the LLC shall be:

All lawful Marijuana Product Manufacturing and Retail

Primary Business of LLC

The LLC shall be legally allowed to conduct or promote any lawful business or purpose within the State of Alaska

State

or any other jurisdiction where the LLC may be conducting business activities.

III. **ARTICLES OF ORGANIZATION.** The LLC acting through one of its

Members named Chris C. Long

First

Middle

Last

filed Articles of Organization, ("Articles") in the records of the

Alaska

State

Secretary of State on 01/09/2022

Date

and thus, creating the LLC.

IV. **PLACE OF BUSINESS.** The official place of business of the LLC shall be

Street Address

City of Homer

City

State of Alaska

State

Zip Code 99603

Zip Code

V. **REGISTERED OFFICE.** The official registered office of the LLC shall be 879 Linda Court

Street Address

City of Homer

City

State of Alaska

State

Zip Code 99603

Zip Code

. If at anytime the registered office should change, all members and necessary government authorities shall be notified.

VI. **REGISTERED AGENT.** The official registered agent of the LLC shall be

Chris C. Long

First

Middle

Last

If at anytime the registered agent should change, all members and necessary government authorities shall be notified.

- VII. **FISCAL YEAR.** The LLC's fiscal and tax year shall end Dec 31.
Date
- VIII. **DURATION.** The LLC will commence business as of the date of filing and will continue in perpetuity.
- IX. **INITIAL MEMBERS.** The initial Members of the LLC, their initial capital contributions, and their percentage interest in the LLC are as follows:

Members	Percentage Interest in LLC	Capital Contribution (If any)
Chris C Long	100%	

- X. **ADDITIONAL MEMBERS.** Upon the consent of a majority of the Members and in compliance with the provisions of this agreement, new members may be admitted.
- XI. **MANAGEMENT.** The Members have elected to manage the LLC as follows (check as appropriate):

The management of the LLC shall be vested in the Members without an appointed manager. The Members shall elect officers who shall manage the company. The President and Secretary may act for and on behalf of the LLC and shall have the power and authority to bind the LLC in all transactions and business dealings of any kind as otherwise provided in this Agreement.

The Members hereby delegate the management of the LLC to Managers(s), subject to the limitations set out in this agreement.

There shall be CL initial Managers.
of Managers

The initial Manager(s) is/are:

Chris C. Long		
First	Middle	Last

First	Middle	Last

First	Middle	Last

First	Middle	Last

A Manager shall hold their position until the Members elect a successor.

The Members shall elect and may remove the Manager(s) by majority vote.

The authority shall be held by the Members to take all necessary and proper actions in order to conduct the business of the LLC.

Any Manager can take any appropriate action on behalf of the LLC, including, but not limited to signing checks, executing leases, and signing loan documents except for decisions concerning distributions.

With or without the notice of a meeting, the action of the Manager shall be based on a majority vote of the Managers when determining the timing and total amount of distribution to the Members.

The compensation to the Manager(s) shall be in the discretion of the majority of the Members of the LLC.

XII. **OFFICERS AND RELATING PROVISIONS.** If the Members decide to manage the LLC, rather than appointing a Manager, the Members shall appoint officers for the LLC and the following provisions shall apply:

(a) **OFFICERS.** The officers of the LLC shall consist of a president, a treasurer and a secretary, or others that may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall supervise the operation of the LLC under the direction and management of the Members, as further described below.

- (b) TERM OF OFFICE/ELECTION. The Members shall elect the officers of the LLC annually by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. All officers shall hold their office positions unless until their death, removal of office, or resignation. Election or appointment of an officer or agent shall not of itself create a contract right.
- (c) REMOVAL. The Members may decide to remove any officer or agent by a majority vote whenever they decide that the best interest of the company would be served thereby. If a officer or agent is removed, it shall be without prejudice to the contract rights.
- (d) PRESIDENT. The President shall be the chief executive officer of the LLC and shall be present at all meetings of the Members. The president shall have all powers to perform such duties that are outlined in this Agreement.
- (e) THE TREASURER. The Treasurer shall be the chief financial officer of the LLC. The Treasurer is responsible for all funds and securities of the LLC. The Treasurer shall preside at the meeting of the Members when the President is absent. The treasurer must receive and give receipts for moneys due and payable to the LLC from any money source whatsoever, and deposit all such moneys in the name of the LLC in any such money institution, which shall be selected by the Members of the LLC. The Treasurer shall perform all other duties that may be assigned to the office of treasurer by the President or by the Members of the LLC.
- (f) SECRETARY. The Secretary shall keep a time log of the Members meetings in a file provided for that purpose and also see that all notices are duly given in accordance with the provisions of this Agreement or as required by law. The Secretary shall have custody of the LLC records, addresses of Members, Member's resolutions, and other documents to the LLC as true and correct. The Secretary shall preside at the meetings of the Members in the absence of the President and Treasurer and also perform all other duties that may be assigned to the office of secretary by the President or by the Members of the LLC.
- (g) VACANCIES. A vacancy is any office because of death, resignation, removal, and disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

XIII. **MEMBER ONLY POWERS.** Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber (but not lease) any real estate owned by the LLC, or (b)

incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$20,000.

- XIV. **INTEREST OF MEMBERS.** Each Member shall own a percentage interest on the LLC. The Member's percentage interest shall be based on the amount of consideration that the member has contributed to the LLC and that percentage interest shall control the Member's share of the profit, losses, and distributions of the LLC.
- XV. **CONTRIBUTIONS.** The initial contributions and initial percentage interest of the Members are as set out in this Agreement.
- XVI. **ADDITIONAL CONTRIBUTIONS.** In the case when the Members are called upon by the majority of the Members of the LLC to make additional cash contributions, the additional cash contribution shall be based on the Member's then existing percentage interest. If a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interest at that time, and the percentage interest of each Member will be adjusted accordingly.
- XVII. **PERCENTAGE INTEREST/RECORD OF CONTRIBUTIONS.** This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.
- XVIII. **DISTRIBUTIONS.** Distribution of cash and other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interest in the LLC.
- XIX. **PROFITS AND LOSSES.** On the basis of the Members' percentage interest in the LLC, the profits and losses and all other tax attributes of the LLC shall be allocated among the Members.
- XX. **CHANGE IN INTEREST.** IF during any year there is a change in a Member's percentage interest, the Member's share of the profits and losses and distributions in that year shall be determined under a method which takes into account the varying interest during that year.
- XXI. **VOTING BY MEMBERS.** In relation with each Member's percentage interest, Members shall be entitled to vote on all matters that provide for a vote of the Members.

- XXII. **MAJORITY DEFINED.** The term “Majority” of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action when used throughout this agreement.
- XXIII. **MAJORITY REQUIRED.** The majority of the Members, based upon their percentage ownership, except as otherwise provided and delegated to the Officers or Managers, shall decide all decisions made.
- XXIV. **MEETINGS.** Meetings of the Members may be called by any member owning 10% or more of the LLC, or, if Managers were selected, by the Manager of the LLC, or if Officers were elected, by any officer.
- XXV. **WRITTEN CONSENT/MEETINGS.** Members or Officers do not have to hold a meeting in order to accomplish an action but evidence of the action shall be recorded and signed by the majority of the Members. Action without a meeting may be evidence by a written consent signed by a majority of the Members, or the President and Secretary.
- XXVI. **MEMBERS HAVE NO EXCLUSIVE DUTY TO LLC.** Members may have other business interest and may participate in other investments in addition to those relating to the LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. No Member shall be held liability to the LLC or any other Member by participating in outside businesses, investments, or activities.
- XXVII. **DUTIES OF MEMBERS: LIMITATION OF LIABILITY/GOOD FAITH.** All owners of the LLC shall perform their duties in good faith and perform with such care to be in the best interest of the LLC. All Members shall be held responsible if a Member or Officer finds them guilty of fraud, gross negligence, deceit, willful misconduct, or a wrongful taking. No Member or Officer, by reason of being or having been a Member or Officer, shall be liable to the LLC or to any other member or Officer for any loss or damage sustained by the LLC.
- XXVIII. **PROTECTION OF MEMBERS AND OFFICERS.**
- (a) As used herein, the term “Protected Party” refers to the Members and officers of the Company.
- (b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:

- (i) The provisions of this Agreement;
 - (ii) The records of the LLC; and/or
 - (iii) Such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC.
- (c) The provisions of this agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

XXIX. INSURANCE AND IDEMNIFICATION.

- (a) Right to Indemnification.
- (i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the LLC may be indemnified and held harmless by the LLC.
 - (ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLC.
- (b) Non-Exclusivity of Rights. Members and Officers of the LLC shall adopt and enter into indemnification agreements for Members and officers. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this agreement, contract, agreement, vote of members or otherwise.
- (c) Advancement of Expenses. All expenses including legal fees incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceedings

conclusion. Should the indemnified Member or Officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or Officer.

- (d) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.
- (e) Insurance. With a majority vote, the Members may decide to purchase and maintain insurance for the LLC, for its Members and officers, and/or on the behalf of any third party or parties whom the members might determined should be entitled to such insurance coverage.

XXX. TERMINATION OF MEMBERSHIP. A Member's interest in the LLC shall cease upon the incidence of one or more of the following events:

- (a) A Member dies
- (b) A Member decides to give notice of withdrawal to the LLC thirty days (30) in advance of the withdrawal date. There is no breach of Agreement when a Member decides to withdraw in this fashion.
- (c) A Member assigns all of his/her interest to a qualified third party.
- (d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.
- (e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.
- (f) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, readjustment, composition, readjustment, liquidation, arrangement, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members.
- (g) If within ninety days (90) after the appointment, without a Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, said appointment is not vacated or within ninety days (90)

after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.

(h) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

XXXI. **ENCUMBRANCE.** With majority consent from the Members, a Member can encumber his LLC interest by a security interest or other form of collateral.

XXXII. **LLC INTEREST.** A Member has no interest in property owned by the LLC. The LLC interest is personal property.

XXXIII. **SALE OF INTEREST.** A Member can sell his LLC interest only as follows:

(a) If a Member decides to sell any part of their interest he/she must first offer their interest to the LLC. The LLC shall have the option to buy the seller's interest at the then existing Set Price as stated in the Agreement. The LLC shall then have to option for 30 days upon receiving the receipt of its intention to buy all, a portion, or none of the offered interest with a majority vote. Closing on the sale shall occur within 60 days (60) from the date that the LLC gives written notice of its intention to buy. The purchase price shall be paid in cash at the closing unless the total purchase price exceeds \$ N/A in which the purchase price shall be paid in _____ (_____) equal quarterly installments beginning at the time of closing. The installment amounts shall be computed by applying the following interest factor to the principle amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing

under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.

(b) If the LLC decides not to buy the offered interest of the selling Member, the other Members shall have the right to buy the offered interest at a set price on a pro-rata basis based on the Members' percentage interests at that time. If a Member decides not to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen days (15) from the date the LLC gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. The closing shall occur within sixty days (60) from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing member shall be paid in cash at closing.

(c) If the LLC or Members choose not to buy the offered interest, the selling Member has the right to assign the interest to a non-member.

(d) The selling Member must come to a close within ninety days (90) of the date that he/she gave notice to the LLC. If the interest of the selling Member does not close within that time, he/she must start the selling process over.

(e) A non-member purchaser of a member's interest cannot exercise any rights of a member unless a majority of the non-selling Members consent to him becoming a member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, allocations of income, loss, profit, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser shall agree to be subject to all the terms of this Agreement as if he were a Member by purchasing the selling member's interest.

XXXIV. DISSOCIATION. If a Member of the LLC becomes dissociated, the remaining Members shall have the option to purchase the dissociated member's interest at the Set Price in the same fashion as stated in Article 9. The sale will be carried out as if the dissociated Member had notified the LLC of his/her desire to sell all of his/her LLC interest. The date the LLC received the notice as provided in Article 28 triggering the options shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

XXXV. EFFECT OF DISSOCIATION. When a Member becomes dissociated from the LLC they shall not be entitled to receive fair value of their LLC interest solely by virtue of dissociation. If the dissociated Member

still owns interest in the LLC, they shall be entitled to continue to receive such profits and losses. A dissociated Member shall receive similar items to which he would if he/she were a Member but shall not be considered a Member nor have any rights of a Member.

XXXVI. **TERMINATION OF LLC.** Only upon the consent of the majority of the Members can the LLC and its affairs be dissolved.

XXXVII. **FINAL DISTRIBUTIONS.** Upon the ending of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

XXXVIII. **RECORDS AND INSPECTION.** The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, at the expense, of any Member.

XXXIX. **RECORDS AND INSPECTION.** The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, at the expense, of any Member.

XL. **OBTAINING ADDITIONAL INFORMATION.** Each Member of the LLC has the right to reasonably demand information related to the Member's interest as a Member in the LLC including: (a) Business information and the financial condition of the LLC; (b) If available, obtaining copies of the LLC's federal, state, and local income tax returns for each year. (c) Obtaining information in regards to the affairs of the LLC as is just and reasonable.

XLI. **APPLICABLE LAW.** Within the means of the law, this Agreement shall be constructed in accordance with and governed by the laws of the State of Alaska.

XLII. **AMENDMENT.** At any time a Member may wish to propose a new amendment but the other Members can waive it. The Proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. Once the majority of the Member approves the amendment it shall be in effect. This Agreement may not be amended nor may any

rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

- XLIII. **COUNTERPARTS.** The instrument may be executed in any number of counterparts each of which shall be considered an original.
- XLIV. **PRONOUNS.** The use of a pronoun shall be deemed to include singular, plural, individuals, feminine, masculine, partnerships or corporation where applicable when referencing to a Member or a Manager.
- XLV. **FURTHER ACTION.** Upon the request by the LLC, each Member has the duty and shall agree to perform all appropriate and necessary assignments within the provisions of this Agreement.
- XLVI. **FACSIMILES.** For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.
- XLVII. **SPECIFIC PERFORMANCE:** All Members agree that it would be greatly damaging if any of the provisions of this Agreement were not performed to meet their specific performance and that monetary damages would not provide an adequate remedy in such event. If the provisions become breached, the non-breaching Members are entitled to take action in any court of the United States or any state thereof having subject matter to the jurisdiction.
- XLVIII. **METHOD OF NOTICE.** All written notices shall be sent to the address of the LLC at its place of business or to the Member who is set forth on the signature page of this Agreement. All notices shall be effective when received either by hand or receipt of delivery.
- XLIX. **COMPUTATION OF TIME.** In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

L. **ENTIRE AGREEMENT** The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member. Each Member agrees to be bound by all of the terms and conditions of this agreement and the formation certificate or articles.

SIGNATURE OF MEMBERS

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

MEMBER

DocuSigned by:


Signature OS18921A7B4946F...

Print Name of Member: Chris C Long

Address: 879 Linda Court

City, State, Zip: Homer, Alaska, 99603

Phone: 419-708-0174

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____



Alaska Food Code 2023 Establishment Permit

Division of Environmental Health
Food Safety & Sanitation Program

Permit Number: 9891
Issued to: COSMIC SEAWEED LLC
For: Cosmic SeaWeed
For Operation of: FM-1 Convenience Store
Located at: 261 E Bunnell AVE Homer, AK 99603

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be in plain view in the establishment and is the property of the State of Alaska.

Expiration Date:
December 31, 2023

Program Manager:

**If you have questions or concerns regarding
safe food handling practices call toll free:**

1-87-SAFE-FOOD

(In Anchorage call 334-2560)



Commercial Parking Lot Lease Agreement

This Commercial Lease Agreement is made effective June 1, 2020 between Cosmic SeaWeed, LLC dba Cosmic Cannabis Company (Tenant) and Christina A Logan (Landlord). **Updated Sept 1, 2023. Updated January 8, 2024 (Clause 21). Changes and updates are in bold.**

Landlord is the owner of the land (Parking Lot) at the address commonly known as 271 East Bunnell Ave, Homer, Alaska. Also identified as T65 R 13W SEC 20 Seward Meridian HM 0670365 WR Benson Sub Amended Lot 152.

Landlord desires to lease the Parking Lot to the Tenant, and Tenant hereby leases same from Landlord for the term, at the rental and upon covenants, conditions and provisions here in and set forth.

Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;


1. Term: Landlord hereby leases the Parking Lot to the Tenant, and Tenant hereby leases the same from Landlord, for and Renewal Term beginning 12/31/2021 and ending 5/1/2028.
2. Beginning on June 1, 2020, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.
3. Termination of the lease may occur for violation of terms of the lease, with 90 days written notice.
4. Rent: Tenant shall pay to Landlord a monthly rent during the initial term and during the renewal period lease of \$1000.00 per month. This rent shall increase to \$2000 per month once manufacturing facilities are constructed and operational per AMCO effective date of permit. **Cash payment is acceptable, may be deposited in person at ~~First National Bank of Alaska, 271 East Bunnell Ave, Homer, Alaska 99603~~**
5. Taxes: Landlord shall be responsible for property taxes during the duration of the Lease.
6. Parking lot improvements: At the cost of the tenant, any modifications to the premises are allowed for conducting business, including installation of security and lighting, signage, drainage, landscaping and other modifications within the perimeter of the lot. Signage and lighting shall comply with AMCO regulations and Homer City Code.
7. No additional permanent or temporary buildings can be erected, assembled or stored without written permission of the landlord, except as detailed in Clause 14. Trailers, boats, recreational vehicles or other equipment shall not be stored on the lot for more than 10 days without written permission of the landlord.
8. Use: Use is for short term parking of vehicles associated with the employees and customers of the business operating at 261 East Bunnell Ave. No more than 10 cars may be parked at one time, in accordance with the Homer City Code. The Parking Lot shall be used for no other purpose with the exception of clause 14.

9. Mitigation of hazards: Notwithstanding the forgoing, Tenants agree to take all reasonable and measured steps to mitigate dangerous or hazardous conditions including pruning of trees, clearing of snow and ice, and any other hazard.
10. Tenant will employ plowing and sanding services during the winter months to maintain a clear driveway and safe access to the Parking Lot at all times.
11. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part at any time.
12. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, **water and sewer assessments, including connection fees and costs**, and any other utilities used by Tenant on the Parking Lot during the term of this lease unless otherwise expressly agreed in writing by the landlord.
13. Insurance: **Tenants will carry liability and business insurance that extends to the parking lot designated as a separate lot. Proof of insurance will be provided to Landlord.** Landlord will not be liable for any accidents, damage to vehicles, slips, trips or falls. Any incidents in the Parking Lot, which includes any additional facilities within the property lines, will be solely liable to the tenant.
14. **The south east corner of the parking lot may be improved at the cost of the tenant to add a butane extraction facility. Tenant is aware of lot corners and set backs and will proceed with due diligence to conform to these limitations. Any construction, buildings, containers, sheds, temporary buildings used in this facility will be in strict accordance with the submitted and approved AMCO operating plan for the licensee. In addition, any facility must comply with state of Alaska fire marshal code, and Homer city code, which include exclusion of shipping containers as a permanent building. Any complaints that arise due to violation of Homer city code will need to be remediated within 30 days or the lease will be terminated. Any facility must be visually pleasing to the opinion of the landlord and surrounding land owners, or landscaping must be installed to obscure the view of the structure but not the surrounding natural view. A copy of the site plan and AMCO operating plan must be submitted in writing to the landlord and approved in writing prior to the start of construction. An "as built" including all utility installs will be provided to the landlord once construction has finished.**
15. Further fill of the wetlands within the property limits without written permission of the landlord and an Army Corps of Engineers permit is NOT allowed.
16. At the termination of the lease, any temporary buildings, shipping containers, debris and detritus will be removed at cost of the tenant. Any capital improvements to the property such as but not limited to the parking pad, building pad, landscaping utility installations will be left intact and become property of the landlord.
17. At no time will marijuana debris be deposited, spilled, swept, or left outside the perimeter of the secure facility. No liquids other than water will be disposed of outside of a sanitary sewer system. Tenant will at all times comply with their AMCO and DEC approved operating plan. Any deviation of the operating plan due to negligence or ignorance by employees or visitors will not be excused.
18. Excessive lighting, flashing Christmas lights, machines designed to promote visibility that make excessive noise, annoying spot lighting, flapping, flopping, waving flags or

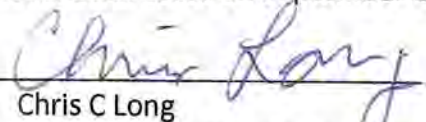
other types of material which cause distress or irritation to surrounding neighbors are not allowed outside of normal business hours. Business lighting must conform to Homer city code and not disrupt the quiet enjoyment of the premises of surrounding neighbors. Any complaints must be remediated within 30 days or termination of the lease will occur.

19. **Repairs:** Any necessary repairs to the surface of the parking lot will be the responsibility of the Tenant. Damages caused by the Tenant will be repaired at the cost of the Tenant.
20. **Access and Inspection:** In the event of an emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.
21. **Tenant's default or abandonment:** In the event of default by the tenant or abandonment of the premises, and no other company licensee or contractual mechanism supersedes this lease with regard to deposition of the company assets, the Landlord will contact the Alaska Marijuana Control Office and ensure Enforcement for AMCO removes all marijuana and marijuana product from the facility.

IN WITNESS WHEREOF, the parties have executed this renewal Lease on September 1, 2023



Landlord
Christina A Logan



Tenant Chris C Long
Chief Executive Officer, Cosmic SeaWeed, LLC



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: MAYOR CASTNER AND HOMER CITY COUNCIL
THROUGH: ROB DUMOUCHEL, CITY MANAGER
FROM: RYAN FOSTER, AICP, CITY PLANNER
DATE: JANUARY 31, 2024
SUBJECT: COSMIC SEAWEED, LLC MARIJUANA PRODUCT
MANUFACTURING FACILITY

I have received and reviewed the application for Cosmic Seaweed, LLC for a marijuana product manufacturing facility, License number 19728, at 261 East Bunnell, Homer, AK.

I have no objection to the application on zoning related issues.



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: MAYOR CASTNER AND HOMER CITY COUNCIL
THROUGH: ROB DUMOUCHEL, CITY MANAGER
FROM: RYAN FOSTER, AICP, CITY PLANNER
DATE: JANUARY 31, 2024
SUBJECT: COSMIC SEAWEED, LLC MARIJUANA RETAIL STORE

I have received and reviewed the application for Cosmic Seaweed, LLC for a marijuana retail store, License number 21417, located at 261 East Bunnell, Homer, AK.

I have no objection to the application on zoning related issues.



City of Homer

www.cityofhomer-ak.gov

Police Department

625 Grubstake Avenue
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: Melissa Jacobsen, CITY CLERK
FROM: MARK ROBL, CHIEF OF POLICE
DATE: January 31, 2024
SUBJECT: Marijuana License Business Location Change

The Police Department has no objections to the proposed location change for this business.

LICENSE TYPE: Marijuana Product Manufacturing Facility
LICENSE # 19728
DBA NAME: Cosmic SeaWeed, LLC
EXISTING LOCATION: 262 Charles Way
NEW LOCATION: 261 East Bunnell Avenue
LICENSEE: Chris Long
CONTACT PERSON: Chris Long



MEMORANDUM

Ordinance 24-12, An Ordinance of the City Council Of Homer, Alaska, Amending the FY24 Capital Budget by Appropriating \$30,000 from the Port Reserves Fund for the Purpose of Issuing a Task Order to HDR Engineering in an Amount Not To Exceed \$30,000 for Professional and Technical Assistance with a FY2024 Port Infrastructure Development Program Grant Application To Replace Float Systems 4 and 1 in The Small Boat Harbor. City Manager/Port Director

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: February 5, 2024
From: Port Director Hawkins and Special Projects Coordinator Carroll
Through: Rob Dumouchel, City Manager

Summary Statement: The purpose of this Memorandum is to recommend appropriating Port & Harbor Reserve Funds and authorize a Task Order to HDR Engineering to assist with a FY24 Federal PIDP Grant application for replacing Float Systems 4 and 1 in the Homer Small Boat Harbor.

Background: A 2023 Comprehensive Harbor Assessment rated Float Systems 4 and 1 in serious to critical condition; replacing them is a 2022 Council Priority and a Legislative priority project in the City's FY25 Capital Improvement Plan.

The City has looked to the Federal Port Infrastructure Development Program (PIDP), with augmented funding from the five-year Federal Infrastructure Improvement and Jobs Act, as a key opportunity to leverage outside funds for the project. The City applied for Federal PIDP assistance for the float replacement project in FY2023. The FY23 application made it to the Secretary of the US Department of Transportation for final funding consideration, but was ultimately not selected for award.

In an application debrief, the US Department of Transportation Maritime Administration (MARAD) encouraged the City to reapply for PIDP funding and offered recommendations for strengthening the application. MARAD recently issued a preliminary Notice of Funding for the FY2024 PIDP and staff have been strategizing on submitting a stronger application in the FY24 funding round.

HDR Engineering, a Term Contractor with the City assisted Harbor administrative staff and Special Projects Coordinator Carroll with the FY2023 application. HDR provided invaluable expertise in the area of Cost Benefit Analysis and other technical aspects of the application. Staff feels a FY24 PIDP

application will similarly benefit from participation from HDR and requested a cost estimate from HDR. See Task Order attached.

Recommendation: Adopt Ordinance 24-12 to appropriate funds and authorize the City Manager to negotiate and execute a Task Order to HDR Engineering to assist with a FY24 PIDP Grant application to replace harbor float systems in critical and serious condition.

TASK ORDER #24-02 IIJA Grant Assistance

This Task Order pertains to an Agreement by and between the City of Homer, (“OWNER”), and HDR Engineering Inc., (“ENGINEER”), dated February ____, 2024, (“the AGREEMENT”). Engineer shall perform services on the project described below as provided herein and in the Agreement.

PART 1.0 PROJECT DESCRIPTION

Update the City’s FY23 PIDP Application and submit for FY24 PIDP.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

Task 1: FY24 PIDP Application and BCA

This scope describes HDR’s approach to updating The City’s FY23 PIDP Application and submitting it to the FY24 PIDP funding opportunity.

We propose to coordinate and lead The City’s PIDP application development process while working closely with City staff to agree on key strategic decisions. At least two rounds of review will confirm that the application captures the essence of The City’s needs, plans, and expected impacts, and aligns with federal grant program priorities.

1.1 Initial Application Internal Review

HDR will select two senior grant writers who have either reviewed grants for MARAD or won PIDP grants under IIJA. These grant writers will read the FY23 agency debrief notes, Gateway Director notes, and then review the FY23 application in detail to provide critical comments aimed at strengthening the application. They will provide suggestions for addressing deficiencies identified in the FY23 debrief and strategies for addressing Gateway Director recommendations.

1.2 Kick-Off Meeting, Grant Program Requirement Checklist, and Application Management

Working closely with The City’s staff, HDR will discuss the project and develop a unique work plan and schedule to address the specific application requirements, including grants.gov workspace and supporting documentation, data, and analyses. This schedule will be used to monitor progress, identify critical path items, meet client deadlines, and document issues and concerns as they arise.

HDR will hold a brief virtual kickoff meeting to:

- Review results of subtask 1.1
- Identify data and other substantive content needed to support the application
- Develop a schedule for grant application including discussing a small port/small harbor application strategy
- Develop a strategy for continuing MARAD advocacy

DELIVERABLES

- Grant application virtual kick-off meeting
- Strategic guidance
- Grant application work plan

- Brief virtual meetings weekly to coordinate on grant progress
- Oversight and coordination of tasks required to complete grant application
- Assistance preparing for grants.gov submission
- Shared file space

1.3 Grant Application Narrative

HDR will revise the narrative to strengthen it for FY24 PIDP, first focusing on areas identified in the agency debrief then reviewing the entire application. Our grant writing team will revise the narrative and supporting data analyses and guide The City in gathering relevant project documentation.

Concurrently, HDR’s graphic designer will utilize the FY23 application template and provide minor updates for dates, pagination, and flow as required by document revisions for FY24 application.

Our team will deliver a draft version of the Application Narrative in MS Word for review and a final version of the Application Narrative in PDF for submission, including the Work Plan appendix and letters of support. We will work with The City to prepare for final submission at least a day before the application deadline, when City staff will upload the documents onto the grants.gov web portal.

This scope assumes no major merit or selection criteria changes between the FY 2023 NOFO and FY 2024 NOFO.

DELIVERABLES

- Draft and final versions of a clear, concise, and narrative that answers grant evaluation metrics
- Draft and final layout templates

1.4 BCA

HDR will update the BCA to meet current BCA guidelines and revise the percentage of O&M benefits. Further work on the BCA is not anticipated at this time.

DELIVERABLES

- BCA narrative and calculation workbook

1.5 Post-Application Debrief

HDR will attend an application debrief to garner lessons learned from the funder’s project review.

DELIVERABLES

- Virtual attendance at debrief meeting and a summary and discussion of lessons learned

Level of effort breakdown and assignment of work on the application can be summarized as follows:

Document/Section	Level of Effort	HDR Initial QC	The City	HDR Writing Team	HDR Final QC
1. Intro Info	Review	n	n	Review	y
2. Project Description & Location	Review & revise	y	Provide data/new content; Review draft & approve final	Review & revise	y
3. Merit Criteria (4)	Rewrite 3 (safety, sustainability, jobs); Review & revise others; Safety & equity likely to need data	y		Rewrite/Update	y

Document/Section	Level of Effort	HDR Initial QC	The City	HDR Writing Team	HDR Final QC	
4. Selection Considerations (3)	Rewrite 1 (technical capacity – budget & org capacity); Review & revise others	y	Provide data & new content; Review draft & approve final	Update	y	
5. Project Readiness	Update	y		Update	y	
		y			y	
6. Budget	Review & revise	y			y	
7. Domestic Preference		y			y	
8. Statutory Determinations		y			y	
9. Schedule (document)		y			y	
10. Funding Commitment Documentation		y			n	y
11. Letters of Support	Get letters with current date & signatures – include data	n			Draft & complete	y
12. BCA	Update per current BCA guidelines & to address percentage of O&M costs	n	n	y	y	
13. Forms	Update	n	Update		y	
14. Tech edit		n	y	n	n	
15. Document compilation		n	n	y	n	
16. Grants.gov upload & submission		n	y	n	n	

PART 2.0 OWNER’S RESPONSIBILITIES

Owner shall provide:

- 1) Financial documentation
- 2) Project information and data
- 3) Liaison staff
- 4) Technical editing
- 5) PIDP application certification and submission

PART 3.0 DELIVERABLES AND SCHEDULE

Deliverables are detailed in subtasks above.

HDR will perform this task between **February**, 2024 and the PIDP grant submission deadline of April 30, 2024. This task order will conclude after the application debrief, which is anticipated by December 30, 2024.

PART 4.0 PAYMENTS TO ENGINEER

Fee will be based on a not to exceed T&M contract price of \$_____.

This Task Order is executed this _____rd day of February, 2023.

City of Homer
"OWNER"

HDR Engineering, Inc.
"ENGINEER"

By: Rob Dumouchel

By: Matthew Stone, PE

Signature: _____
Title: City Manager

Signature: _____
Title: Alaska Area Manager/Vice President

DRAFT

**CITY OF HOMER
FINANCIAL SUPPLEMENT**

PROJECT NAME	<u>PIDP - HDR Task Order</u>	DATE	<u>02/06/2024</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR	<u>City Manager/Port Director</u>
REQUESTED AMOUNT	<u>\$ 30,000</u>		

DESCRIPTION	<p>The City has long recognized the need to replace floats in the Small Boat Harbor that are past or near the end of their useful life; the project is designated a Legislative Priority project in the City's FY25 Capital Improvement Plan. In 2023, the City contracted with HDR to assist with a FY2023 Port Infrastructure Development Program grant application for Federal assistance to replace Float Systems 4 and 1 in Homer's Small Boat Harbor.</p> <p>After Federal review, the City's project, Homer Port FREIGHT, was submitted to the Secretary of the US Department of Transportation for final funding consideration, but was ultimately not selected for award. In a debrief of the Homer Port FREIGHT submission with PIDP program officials, the City of Homer was highly encouraged to resubmit a proposal in the FY2024 PIDP grant cycle. The US Department of Transportation Maritime Administration has published a preliminary Notice of Funding Opportunity for the FY 2024 PIDP for projects that improve the safety, efficiency, and reliability of the movement of goods into, out of, around, or within a port. To be successful an application must demonstrate competitiveness on a national level in alignment with the program goals and the benefits provided by the project, which requires significant project planning time, engagement of partners and the public, environmental review, technical and benefit-cost analyses, identification of matching funds and grant writing.</p>
--------------------	---

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: PORT RESERVES	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 1,479,505</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 829,011</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 30,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 7,350</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 613,144</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

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

3 City Manager/Port Director

4 **ORDINANCE 24-12**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING THE FY24 CAPITAL BUDGET BY APPROPRIATING
8 \$30,000 FROM THE PORT RESERVES FUND FOR THE PURPOSE OF
9 ISSUING A TASK ORDER TO HDR ENGINEERING IN AN AMOUNT
10 NOT TO EXCEED \$30,000 FOR PROFESSIONAL AND TECHNICAL
11 ASSISTANCE WITH A FY2024 PORT INFRASTRUCTURE
12 DEVELOPMENT PROGRAM GRANT APPLICATION TO REPLACE
13 FLOAT SYSTEMS 4 AND 1 IN THE SMALL BOAT HARBOR.
14

15 WHEREAS, The City has long recognized the need to replace floats in the Small Boat
16 Harbor that are past or near the end of their useful life; the project is designated a Legislative
17 Priority project in the City’s FY25 Capital Improvement Plan; and
18

19 WHEREAS, In 2023, the City contracted with HDR to assist with a FY2023 Port
20 Infrastructure Development Program grant application for Federal assistance to replace Float
21 Systems 4 and 1 in Homer’s Small Boat Harbor; and
22

23 WHEREAS, After Federal review, the City’s project, Homer Port FREIGHT, was submitted
24 to the Secretary of the US Department of Transportation for final funding consideration, but
25 was ultimately not selected for award; and
26

27 WHEREAS, In a debrief of the Homer Port FREIGHT submission with PIDP program
28 officials, the City of Homer was highly encouraged to resubmit a proposal in the FY2024 PIDP
29 grant cycle; and
30

31 WHEREAS, The US Department of Transportation Maritime Administration has
32 published a preliminary Notice of Funding Opportunity for the FY 2024 PIDP for projects that
33 improve the safety, efficiency, and reliability of the movement of goods into, out of, around, or
34 within a port; and
35

36 WHEREAS, To be successful an application must demonstrate competitiveness on a
37 national level in alignment with the program goals and the benefits provided by the project,
38 which requires significant project planning time, engagement of partners and the public,
39 environmental review, technical and benefit-cost analyses, identification of matching funds
40 and grant writing; and
41

42 WHEREAS, HDR, a term contractor with the City of Homer, has expertise with
43 transportation infrastructure project planning and developing Federal grant applications,
44 assisted city staff with the FY23 PIDP grant application and attended the application debrief;
45 and

46
47 WHEREAS, Administration requested a proposal from HDR to provide FY2024 PIDP
48 application revision and resubmission support.

49
50 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

51
52 Section 1. The Homer City Council hereby amends the FY24 Capital Budget by
53 appropriating \$30,000 as follows:

54

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	2024 PIDP Application & BCA	\$30,000

57

58 Section 2. The Homer City Council hereby authorizes a Task Order to HDR Engineering
59 to assist the City with developing and writing a FY24 PIDP grant application in an amount not
60 to exceed \$30,000 and authorizes the City Manager to negotiate and execute the appropriate
61 documents.

62
63 Section 3. This is a budget amendment ordinance, is not permanent in nature, and shall
64 not be codified.

65
66 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____,
67 2024.

68
69 CITY OF HOMER

70
71 _____
72 KEN CASTNER, MAYOR

73 ATTEST:

74
75 _____
76 MELISSA JACOBSEN, MMC, CITY CLERK

77
78 YES:

79 NO:

80 ABSTAIN:

81 ABSENT:

82

- 83 First Reading:
- 84 Public Hearing:
- 85 Second Reading:
- 86 Effective Date:



MEMORANDUM

Ordinance 24-13, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Appropriating \$7,350 from the Port Reserves fund for the Purpose of Issuing at Task Order to Alaska Harbors Consulting, LLC. in an Amount not to Exceed \$7,350 for Design and Cost Estimating Services in Support of the City's FY2024 Port Infrastructure Development Program Grant Application to Replace Float Systems 4 and 1 in the Small Boat Harbor. City Manager/Port Director.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 30, 2024
From: Port Director Hawkins and Special Projects Coordinator Carroll
Through: Rob Dumouchel, City Manager

Summary Statement: The purpose of this Memorandum is to recommend appropriating Port & Harbor Reserve Funds and authorize a Task Order to Alaska Harbors Consulting, LLC to provide professional services related to a FY24 Federal PIDP Grant application for replacing Float Systems 4 and 1 in the Homer Small Boat Harbor.

Background: A 2023 Comprehensive Harbor Assessment rated Float Systems 4 and 1 in serious to critical condition; replacing them is a 2022 Council Priority and a Legislative priority project in the City's FY25 Capital Improvement Plan.

The City has looked to the Federal Port Infrastructure Development Program (PIDP), with augmented funding from the five-year Federal Infrastructure Improvement and Jobs Act, as a key opportunity to leverage outside funds for the project. The City applied for Federal PIDP assistance for the float replacement project in FY2023. The FY23 application made it to the Secretary of the US Department of Transportation for final funding consideration, but was ultimately not selected for award.

In an application debrief, the US Department of Transportation Maritime Administration (MARAD) encouraged the City to reapply for PIDP funding and offered recommendations for strengthening the application. Among the recommendations was 30% design and an engineers' cost estimate, including Build America, Buy America specifications.

MARAD recently issued a preliminary Notice of Funding Opportunity for the FY2024 PIDP and staff have been strategizing on submitting a stronger application in the FY24 funding round. Kim Nielson of Alaska Harbors Consulting, LLC, a Term Contractor with the City, performed the Homer Harbor

Condition Assessment in 2022 and has experience working with design for other successful Alaskan float replacement projects, including for Cordova and Seward harbors. Administration requested a cost estimate from Alaska Harbors Consulting LLC. See Task Order attached.

Recommendation: Adopt Ordinance 24-13 to appropriate funds and authorize the City Manager to negotiate and execute a Task Order to Alaska Harbors Consulting, LLC to provide design and cost estimating services for a FY24 PIDP Grant application to replace harbor float systems in critical and serious condition.

TASK ORDER # 1

Homer FREIGHT PIDP Grant Application Support

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [February 26, 2024](#) ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: [February 26, 2024](#)
- b. Owner: [City of Homer, Alaska](#)
- c. Engineer: [Alaska Harbor Consulting, LLC](#)
- d. Specific Project (title): [Homer FREIGHT Concept Design & Estimate](#)

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data. Work with City staff to provide base drawings, and redlines for concept design drawings in AutoCAD to be completed by City staff.

2. Prepare Deliverables to include: a schematic layout(s), sketches and conceptual design criteria with appropriate exhibits as necessary to communicate the project limits, scope of work, and other Engineer-recommended and/or agreed-to requirements. The Deliverables will be accompanied by: Engineer's opinion of Total Project Costs with each component separately itemized, including the following, which will be separately itemized:

- a. Opinion of Probable Construction Cost, including a breakdown itemization of major work elements and citing backup data sources by which the unit costs were derived.
- b. Allowances for contingencies and for the estimated total costs of design, professional, and related services and,
- c. On the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.

3. BABA documentation: Prepare a list of materials and suppliers that are *typical* to a marina float project in Alaska, including an example letter(s) of BABA certification from supplier(s) from other projects. However, because the Contractor who will build the project is not yet known, and the suppliers are not yet known, the BABA documentation effort will focus on language and forms that will be included in the construction RFP and contract to demonstrate how the City will ensure the Contractor will comply with BABA per the grant agreement.

4. Furnish one electronic review copy of the Deliverables to Owner within the time period set forth in the Task Order.

5. Revise the Deliverables in response to Owner's and other parties' comments, as appropriate, and furnish one revised/final electronic copy of the revised Deliverables to the Owner within the time period set forth in the Task Order.

B. All of the services included above comprise Basic Services under this Task Order.

C. Additional Services: Owner may authorize Engineer in writing to furnish or obtain from others Additional Services. The Task Order shall be amended to reflect the inclusion of such Additional Services.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement, subject to the following amendments:

1. Owner shall provide AutoCAD drafting services. Engineer will provide AutoCAD files and hardcopy redlines of all revisions to the base drawings, as well as typical details to be included in the Concept Design drawings to be prepared for the grant application submittal. Alternately, more simplistic not-to-scale figures may be prepared by Engineer and/or drafting services may be procured as a subconsultant service, at an additional cost upon Owner's request.

4. Task Order Schedule

A. The parties shall meet the following schedule:

Party	Action	Schedule
Engineer	Draft Deliverables	March 22, 2024
Owner	Review Comments	April 5, 2024
Engineer	Final Deliverables	April 19, 2024

B. Services under this Task Order will be considered complete on the date when the final Deliverables are sent.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order on a *Standard Hourly Rates and Reimbursable Expenses* (Time and Expenses) basis in accordance with the terms and provisions of Article 4 of the Agreement.

b. The Engineer's estimated fee for the scope of services described in this Task Order is **\$7,350**. A detailed breakdown of the fee estimate is shown in the table below or attached to this Task Order.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

6. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER:

Owner: City of Homer

Signature: _____

Name: _____

Title: _____

Date: _____

ENGINEER:

Alaska Harbors Consulting, LLC:

Signature: 

Name: _____

Title: _____

Date: _____

Kimberly Nielsen, PE

Owner/Sr. Waterfront Engineer

1/30/24

DESIGNATED REPRESENTATIVE FOR THIS TASK ORDER:

Name:

Title:

Phone number:

Email:

DESIGNATED REPRESENTATIVE FOR THIS TASK ORDER:

Name: Kimberly Nielsen, PE

Title: Owner/Sr. Waterfront Engineer

Phone number: 907-301-4206

Email: AlaskaHarbors@gmail.com

**CITY OF HOMER
FINANCIAL SUPPLEMENT**

PROJECT NAME	<u>PIDP - AHC Task Order</u>	DATE	<u>02/06/2024</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR	<u>City Manager/Port Director</u>
REQUESTED AMOUNT	<u>\$ 7,350</u>		

DESCRIPTION	<p>City Council identified Small Boat Harbor float replacement as a high priority project in their 2022 Visioning session and designated it a Legislative Priority project in the City's FY25 Capital Improvement Plan. In 2023, the City submitted an FY2023 Port Infrastructure Development Program (PIDP) grant application for Federal assistance to replace Float Systems 4 and 1 in Homer's Small Boat Harbor.</p> <p>After Federal review, the City's project, Homer Port FREIGHT was submitted to the US Department of Transportation Secretary's for final funding consideration, but was ultimately not selected for award. In a debrief of the Homer Port FREIGHT submission with PIDP program officials, the City of Homer was highly encouraged to resubmit a proposal in the FY2024 PIDP grant cycle with 30% design completion and an engineers' cost estimate, including Build America, Buy America specifications. The US Department of Transportation Maritime Administration has published a preliminary Notice of Funding Opportunity for the FY2024 PIDP and the City intends to reapply. Alaska Harbors Consulting, LLC, a term contractor for the City of Homer, completed a comprehensive harbor condition assessment, which informed the City's FY2023 PIDP grant application and attended an application review with the US Department of Transportation Maritime Administration.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: PORT RESERVES	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 1,479,505</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 829,011</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 7,350</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 30,000</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 613,144</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager/Port Director

ORDINANCE 24-13

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY24 CAPITAL BUDGET BY APPROPRIATING \$7,350 FROM THE PORT RESERVES FUND FOR THE PURPOSE OF ISSUING A TASK ORDER TO ALASKA HARBORS CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED \$7,350 FOR DESIGN AND COST ESTIMATING SERVICES IN SUPPORT OF THE CITY'S FY2024 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM GRANT APPLICATION TO REPLACE FLOAT SYSTEMS 4 AND 1 IN THE SMALL BOAT HARBOR.

WHEREAS, City Council identified Small Boat Harbor float replacement as a high priority project in their 2022 Visioning session and designated it a Legislative Priority project in the City's FY25 Capital Improvement Plan; and

WHEREAS, In 2023, the City submitted an FY2023 Port Infrastructure Development Program (PIDP) grant application for Federal assistance to replace Float Systems 4 and 1 in Homer's Small Boat Harbor; and

WHEREAS, After Federal review, the City's project, Homer Port FREIGHT was submitted to the US Department of Transportation Secretary's for final funding consideration, but was ultimately not selected for award; and

WHEREAS, In a debrief of the Homer Port FREIGHT submission with PIDP program officials, the City of Homer was highly encouraged to resubmit a proposal in the FY2024 PIDP grant cycle with 30% design completion and an engineers' cost estimate, including Build America, Buy America specifications; and

WHEREAS, The US Department of Transportation Maritime Administration has published a preliminary Notice of Funding Opportunity for the FY2024 PIDP and the City intends to reapply; and

WHEREAS, Alaska Harbors Consulting, LLC, a term contractor for the City of Homer, completed a comprehensive harbor condition assessment, which informed the City's FY2023 PIDP grant application and attended an application review with the US Department of Transportation Maritime Administration; and

42 WHEREAS, Administration requested a proposal from Alaska Harbors Consulting, LLC
43 to provide a 30% design and an engineer’s cost estimate for replacing Harbor Float Systems 4
44 and 1.

45
46 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

47
48 Section 1. The Homer City Council hereby amends the FY24 Capital Budget by
49 appropriating \$7,350 as follows:

50

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
51 456-0380	52 Float System Replacement Design 53 and Cost Estimate	54 \$7,350

55 Section 2. The Homer City Council hereby authorizes a Task Order to Alaska Harbors
56 Consulting, LLC for design and cost estimating services for replacing Float Systems 4 and 1 in
57 support of an FY24 PIDP grant in an amount not to exceed \$7,350 and authorizes the City
58 Manager to negotiate and execute the appropriate documents.

59
60 Section 3. This is a budget amendment ordinance, is not permanent in nature, and shall
61 not be codified.

62
63 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____,
64 2024.

65
66 CITY OF HOMER

67
68 _____
69 KEN CASTNER, MAYOR

70 ATTEST:

71 _____
72
73 MELISSA JACOBSEN, MMC, CITY CLERK

74
75 YES:

76 NO:

77 ABSTAIN:

78 ABSENT:

79
80 First Reading:

81 Public Hearing:

82 Second Reading:

83 Effective Date:



MEMORANDUM

Ordinance 24-14, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Appropriating an Additional \$16,156 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund for a Bi-Directional Amplifier System for Homer Police Department and Microwave Links for Homer's Repeaters. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 30, 2024
From: Police Chief Robl
Through: Rob Dumouchel, City Manager

The City Council adopted Ordinance 21-64 accepting and appropriating a grant in the amount of \$40,576 for Microwave Links and IP Radio Gateways for Homer's Repeaters from the State Homeland Security Grant Program. The project cost came in higher than the amount of grant funding received. Additional funding in the amount of \$16,156 from our CARMA account is requested to pay the additional costs.

This project was originally proposed and developed by our former IT director. The purpose of the project was to build two new IP based links to improve our radio communications and add additional capabilities to the system. The links are between dispatch and the antenna tower on the Spit, and dispatch and the antenna tower on Skyline Drive. These links carry traffic for both us and the fire department.

Pricing for this project was initially determined in 2021 and the grant was awarded the same year. For various reasons the project was delayed until 2023 and by this time market conditions had changed and prices had increased substantially. After another review by IT the project was re-bid in August of 2023 and the cost was determined to have increased by \$16,156.

The project completion date for this grant cycle was September 30th, 2023. We received an extension on the completion date to December but had to issue the purchase order within a few days of receiving the new bid and the project extension to ensure we could get the equipment here with enough time to get it installed, tested and meet the completion date without losing our grant funding. The overage can be covered by available funds within the operating budget, however, this ordinance requests an appropriation from General Fund CARMA to keep the expenses with that funding source.

**CITY OF HOMER
FINANCIAL SUPPLEMENT**

PROJECT NAME	<u>Additional Funding - Bi Directional Amplifier</u>	DATE	<u>02/06/2024</u>
DEPARTMENT	<u>Police</u>	SPONSOR	<u>City Manager/Police Chief</u>
REQUESTED AMOUNT	<u>\$ 16,156</u>		

DESCRIPTION	<p>Ordinance 21-64 accepted and appropriated an FY 2021 State Homeland Security Program Grant in the amount of \$142,132 for a bi-directional amplifier system for the Homer Police Department and microwave links for Homer's repeaters. The City of Homer was awarded a grant from the State Homeland Security Grant Program in the amount of \$40,576 to implement the microwave links and IP radio gateways for Homer's repeaters. The project is to build two point-to-point IP-based links between dispatch and the antenna towers on the Spit and Skyline Drive, enhancing radio communications for both the police department and the fire department.</p> <p>The pricing for the project was determined in 2021, and the grant was awarded in September of the same year, however the project was delayed until 2023 and re-bid, revealing an increased cost of \$16,156 for the completion of the project.</p>
--------------------	--

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	100%	0%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: GF CARMA (156)	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 1,766,049</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 981,458</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 16,156</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 768,435</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 21-64

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA ACCEPTING AND APPROPRIATING AN FY 2021 STATE HOMELAND SECURITY PROGRAM GRANT IN THE AMOUNT OF \$142,132 FOR A BI-DIRECTIONAL AMPLIFIER SYSTEM FOR HOMER POLICE DEPARTMENT AND MICROWAVE LINKS FOR HOMER'S REPEATERS.

WHEREAS, The Alaska Division of Homeland Security and Emergency Management (DHS&EM) makes funds available to strengthen a City's ability to prevent, protect against, respond to and recover from all hazard events; and

WHEREAS, Effective emergency response operations are dependent on the delivery of timely communications; and

WHEREAS, The City recently became aware of two vulnerabilities in the City's emergency response communications systems that compromise delivery of timely communications, namely:

- Very low radio signal strength within the new Homer Police Department building, which jeopardizes officer and public safety if personnel are unable to pick up radio traffic when inside the building; and
- The one existing microwave link to one of Homer's repeater sites has insufficient capabilities to carry radio control, data, video and voice traffic for Homer Police Department and the other repeater site lacks a microwave link; and

WHEREAS, Purchasing and installing a bi-directional amplifier system in the Homer Police Department will strengthen signals to allow reliable communication between portable radios inside the building and the ALMR sites outside the building; and

WHEREAS, Purchasing and installing microwave links and IP radio gateways at two of Homer's repeater sites provides necessary communications capability and backup; and

WHEREAS, The City is pleased to have been awarded \$142,132 from the DHS&EM to purchase and install a Bi-directional amplifier system at the Police Department and microwave links for Homer's repeaters.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

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Section 1. The Homer City Council hereby accepts and appropriates an FY2021 State Homeland Security Program Grant to the City of Homer in the amount of \$142,132 for the purposes as follows:

Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	FY21 State Homeland Security Grant Program	\$142,132

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	Homer Police Department Bi-Directional Amplifier System	\$101,556
	Microwave Links and IP Radio Gateways for Homer's Repeaters	\$ 40,576

Section 2. Homer City Council hereby authorizes The City Manager is authorized to execute the appropriate documents.

Section 3. This is a budget amendment ordinance, is not permanent in nature, and shall not be codified.

Section 4. Sole source procurement from the manufacturer is hereby authorized.

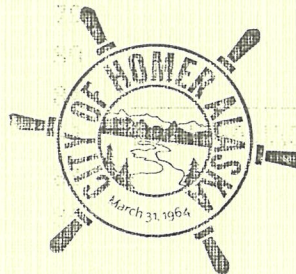
ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 8th day of November, 2021.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK



85 YES: 6
86 NO: 0
87 ABSENT: 0
88 ABSTAIN: 0
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90 Introduction: 10.25.21
91 Public Hearing: 11.8.21
92 Second Reading: 11.8.21
93 Effective Date: 11.9.21

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**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 24-14

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY24 CAPITAL BUDGET BY APPROPRIATING AN ADDITIONAL \$16,156 FROM THE GENERAL FUND CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND FOR A BI-DIRECTIONAL AMPLIFIER SYSTEM FOR HOMER POLICE DEPARTMENT AND MICROWAVE LINKS FOR HOMER'S REPEATERS.

WHEREAS, Ordinance 21-64 accepted and appropriated an FY 2021 State Homeland Security Program Grant in the amount of \$142,132 for a bi-directional amplifier system for the Homer Police Department and microwave links for Homer's repeaters; and

WHEREAS, The City of Homer was awarded a grant from the State Homeland Security Grant Program in the amount of \$40,576 to implement the microwave links and IP radio gateways for Homer's repeaters; and

WHEREAS, The project is to build two point-to-point IP-based links between dispatch and the antenna towers on the Spit and Skyline Drive, enhancing radio communications for both the police department and the fire department; and

WHEREAS, The pricing for the project was determined in 2021, and the grant was awarded in September of the same year, however the project was delayed until 2023 and re-bid, revealing an increased cost of \$16,156 for the completion of the project.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY24 Capital Budget by appropriating an additional \$16,156 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
156	General Fund CARMA	\$16,156

Section 2. Homer City Council hereby authorizes The City Manager is authorized to execute the appropriate documents.

Section 3. This is a budget amendment ordinance, is not permanent in nature, and shall not be codified.

44 ENACTED BY THE HOMER CITY COUNCIL this _____ day of February, 2024.

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CITY OF HOMER

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KEN CASTNER, MAYOR

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52 ATTEST:

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56 MELISSA JACOBSEN, MMC, CITY CLERK

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58 YES:

59 NO:

60 ABSTAIN:

61 ABSENT:

62

63 First Reading:

64 Public Hearing:

65 Second Reading:

66 Effective Date:



MEMORANDUM

Ordinance 24-15, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Accepting and Appropriating an FY22 State and Local Cybersecurity Grant (SLCGP) Award in the Amount of \$50,000 from the Alaska Division of Homeland Security and Emergency Management for the Completion of a Cybersecurity Risk Assessment. City Manager/Chief Technology Officer.

Item Type: Backup Memorandum
Prepared For: Mayor and City Council
Date: January 30, 2024
From: Bill Jirsa, Chief Technology Officer
Through: Rob Dumouchel, City Manager

I am pleased to report that the City has been awarded a FY2022 State and Local Cybersecurity Grant Program award from the Alaska Division of Homeland Security and Emergency Management in the amount of \$50,000 to conduct a comprehensive cybersecurity risk assessment.

Technology plays an increasingly important role in municipal operations and brings great efficiency and productivity to delivering City services. At the same time, though, the proliferation of the links between physical and digital systems increases the “attack surface” available to potential adversaries working remotely around the world and increases the kinds of risks that the City of Homer must manage. Recent cyberattacks such as the breach of small water utilities in Texas and Pennsylvania demonstrate that there’s no such thing as a small town on the internet.

Performing a comprehensive cybersecurity risk assessment is an important first step to establish a strong cybersecurity program. Although local IT teams may have a grasp on many of the threats, a formal assessment by cybersecurity experts serves as a structured method for prioritizing and addressing them in a risk management framework. This assessment not only establishes a baseline for ongoing enhancements but also positions the City to potentially receive future SLCGP funds for implementing cybersecurity improvements identified in the assessment. Accepting this grant funding would contribute significantly to the development of a robust cybersecurity program at the City of Homer.

Recommendation: Accept and appropriate the FY 2022 State Homeland Security and Emergency Management SLCGP Grant in the amount of \$50,000 for the purpose of contracting professional services to conduct a comprehensive Cybersecurity Risk Assessment in 2024.

**2022 State and Local Cybersecurity Grant Program
(SLCGP)**

Jurisdiction Total Allocations

Jurisdiction	Funding
Bristol Bay Borough	\$74,190.00
Native Village of Dot Lake	\$15,000.00
Fairbanks North Star Borough School District	\$91,140.00
City of Gustavus	\$12,000.00
Haines Borough	\$9,469.65
City of Homer	\$50,000.00
City and Borough of Juneau	\$75,000.00
City of Kake	\$21,500.00
Kake City School District	\$3,611.60
City of Ketchikan	\$35,000.00
Kodiak Island Borough	\$55,000.00
Lake and Peninsula Borough	\$10,000.00
Matanuska-Susitna Borough	\$97,000.00
City of North Pole	\$31,460.00
North Slope Borough School District	\$5,750.00
City of Nuiqsut	\$22,335.00
Pauloff Harbor Tribe	\$75,000.00
Petersburg City School District	\$4,140.80
City of Saint Paul	\$30,000.00
City of Sand Point	\$20,000.00
City of Seldovia	\$9,450.00
City of Seward	\$40,000.00
City of Shungnak	\$21,600.00
Municipality of Skagway	\$28,000.00
City of Soldotna	\$24,000.00
City of Tenakee Springs	\$8,850.00
City of Toksook Bay	\$11,000.00
City of Wasilla	\$35,000.00
City and Borough of Wrangell	\$50,000.00
Yakutat School District	\$3,317.60
Total Allocations	\$968,814.65

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

3 City Manager/
4 Chief Technology Officer

5 **ORDINANCE 24-15**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING THE FY24 CAPITAL BUDGET BY ACCEPTING AND
9 APPROPRIATING A FY 2022 STATE AND LOCAL CYBERSECURITY
10 GRANT PROGRAM (SLCGP) AWARD IN THE AMOUNT OF \$50,000
11 FROM THE ALASKA DIVISION OF HOMELAND SECURITY AND
12 EMERGENCY MANAGEMENT FOR THE COMPLETION OF A
13 CYBERSECURITY RISK ASSESSMENT.

14
15 WHEREAS, The City of Homer recognizes the importance of cybersecurity in
16 safeguarding its digital infrastructure; and

17
18 WHEREAS, The Alaska Division of Homeland Security and Emergency Management
19 (DHS&EM) offers grants through the State and Local Cybersecurity Grant Program (SLCGP) to
20 assist local governments with managing and reducing systemic cyber risk; and

21
22 WHEREAS, The City of Homer applied for and has been awarded a FY 2022 SLCGP grant
23 in the amount of \$50,000 for the purpose of contracting information security professionals to
24 conduct a comprehensive cybersecurity risk assessment; and

25
26 WHEREAS, The completion of a formal cybersecurity risk assessment is crucial to
27 systematically understanding the specific threats and vulnerabilities faced by the City and
28 prioritizing what measures to employ in response to those threats.

29
30 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

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32 Section 1. That the FY 2022 State Homeland Security & Emergency Management award of
33 \$50,000 from the State and Local Cybersecurity Grant Program is hereby accepted and appropriated
34 as follows and that the City Manager is authorized to execute the appropriate documents:

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<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-xxxx	DHS&EM FY2022 State and Local Cybersecurity Grant Program Grant for a Cybersecurity Risk Assessment	\$50,000



MEMORANDUM

Resolution 24-016, A Resolution of the City Council of Homer, Alaska Authorizing the City Manager to Apply to the State of Alaska Department of Environmental Conservation Brownfields Program in Support of the Revitalization of the HERC Site. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: February 12, 2024
From: Julie Engebretsen, Economic Development Manager
Through: Rob Dumouchel, City Manager

The State of Alaska Department of Environmental Conservation (DEC) Brownfields Program is a funding stream that could help the City move forward with remediation and re-use of the HERC property. This is a unique program in that it is not a grant that the City accepts and administers. Instead it is an ongoing program that the state manages – they create a work plan, hire contractors, and oversee the projects. This relieves the City from some of the significant staff time a brownfield project requires.

Once a brownfield project has been selected by the State, the State continues to work over the years on the remediation until the project is complete. The City would not have to reapply for funding in future years. While the annual funding is typically in the \$25,000- \$100,000 range, the State provides ongoing coordination to make progress, and will also work with other funders to ensure the best use of funds and time. This grant program is competitive and staff anticipates this will be the first of several applications over the coming years.

RECOMMENDATION:

Adopt Resolution 24-016

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 24-016

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AUTHORIZING THE CITY MANAGER TO APPLY TO THE STATE OF
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELDS PROGRAM IN SUPPORT OF THE REVITALIZATION
OF THE HERC SITE.

WHEREAS, The limited Hazardous Materials Assessment of HERC 1 and comprehensive
assessment of HERC 2 has revealed both buildings contain hazardous materials such as lead
paint, asbestos and PCBs; and

WHEREAS, Planning for demolition and remediation of these buildings requires a
detailed cleanup plan which will incur a significant cost; and

WHEREAS, State of Alaska Department of Environmental Conservation Brownfields
Program funding would allow the City to make progress on creating a cleanup and remediation
plan; and

WHEREAS, These plans will aid in leveraging other funding sources such as federal
grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
authorizes the City Manager to apply to the State of Alaska Department of Environmental
Conservation Brownfields Program with the goal of moving forward on HERC site
revitalization.

PASSED AND ADOPTED by the Homer City Council this 12th day of February, 2024.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A

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

Aderhold

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4 **RESOLUTION 24-017**

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6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
7 OPPOSING AND PROVIDING COMMENTS ON ALASKA STATE
8 HOUSE BILL 250, TITLED “AN ACT RELATING TO MUNICIPAL AND
9 SCHOOL BOARD ELECTIONS; DECLARING ELECTION DAY A
10 HOLIDAY; RELATING TO TERMS OF OFFICE FOR MUNICIPAL
11 MAYORS, MUNICIPAL GOVERNING BODIES, ELECTED UTILITY
12 BOARDS, AND SCHOOL BOARDS; AND PROVIDING FOR AN
13 EFFECTIVE DATE”

14
15 WHEREAS, The Alaska House of Representatives introduced House Bill (HB) 250 on
16 January 16, 2024 and referred the bill to the Community and Regional Affairs and State Affairs
17 committees; and

18
19 WHEREAS, HB250 would, among other things, amend Alaska Statute (AS) Title 29 in the
20 following ways:

- 21
22 1. Require municipalities to hold regular elections on the Tuesday after the first
23 Monday in November of each even-numbered year,
24 2. Require municipal elected officials to have four-year terms,
25 3. Further prescribe how municipalities hold special elections in response to a
26 petition, and
27 4. Remove the ability of a municipality to select an election date that works best for a
28 community and change the term of office for elected officials; and
29

30 WHEREAS, HB250 would make the Tuesday after the first Monday in November of each
31 even numbered year a holiday known as Election Day; and

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33 WHEREAS, HB250 prescribes a transition to the new system in which the municipal
34 mayor and all members of the municipal governing body would be voted on during an election
35 held on November 3, 2026; and

36
37 WHEREAS, Alaska’s constitution, Article 10 – Local Government, begins by stating “The
38 purpose of the article is to provide for maximum local self-government ... A liberal
39 construction shall be given to the powers of local government units.”; and

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41 WHEREAS, AS 15.15.100 stipulates that qualified voters be given time off to vote in state
42 elections if they do not have sufficient time outside working hours to vote; and

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WHEREAS, Within the State of Alaska, state and federal races are partisan and municipal elections (boroughs and cities) are nonpartisan; and

WHEREAS, The City of Homer is a first class city within the Kenai Peninsula Borough (KPB) with an elected mayor holding a two-year term and six city council members holding three-year terms; and

WHEREAS, The City of Homer coordinates elections with the KPB; and

WHEREAS, While state and municipal elections may be held on the same day and at the same locations, they would continue to be separate elections requiring separate election workers and voting equipment; and

WHEREAS, Many election workers are employed by the state and the boroughs/cities to conduct elections, the KPB hires approximately 300 poll workers each year, and if state and KPB elections were held on the same day, approximately 600 poll workers would be needed; and

WHEREAS, In recent years, election workers have been difficult to hire; and

WHEREAS, Voting locations in the City of Homer may be space constrained if three elections (state, borough, city) were held simultaneously; and

WHEREAS, For the City of Homer, the current municipal pattern of elections, with annual elections and three-year terms of office for council members, results in two council seats up for election each year, meaning that the maximum change in council members is one-third (two) of the seats and allows for gradual transition of the city council from year to year and time for new council members to learn from more experienced colleagues gaining understanding and knowledge of municipal governance; and

WHEREAS, The proposed four-year terms and elections every other year would mean that half of the council could change in one year, which could be disruptive to city policy making and the functioning; and

WHEREAS, Holidays cost municipalities money in overtime costs for certain employees (e.g., police officers, municipal clerks) who are required to work those days; and

WHEREAS, The transition election stipulated in HB250 on November 3, 2026 would have several ramifications for the City of Homer:

- 83 • Because city council members run for at-large seats, the number of individuals running
84 for six seats could be large and it could be difficult for any one candidate to receive the
85 required percentage of votes required by city code to be elected to office,
86 • The mayor and all council seats could turnover in one election cycle, leading to a
87 significant disruption in local governance and the effective delivery of services to the
88 public.

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90 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, opposes
91 HB250.

92
93 BE IT FURTHER RESOLVED that the Homer City Council provides the following
94 comments:

- 95 • HB250 removes important local control in the conduct of municipal elections.
96 Municipalities should maintain the ability to decide when it is best to hold local
97 elections based on their constituencies and needs.
- 98 • HB250 removes important local control in determining the terms of office for municipal
99 elected officials. The City of Homer passed an ordinance that the mayor is elected every
100 two years; municipalities should continue to make these decisions locally.
- 101 • AS 15.15.100 currently pertains to providing time off for state elections. This statute
102 could be amended to include similar provisions for municipal elections instead of
103 establishing a new state holiday.
- 104 • Most municipal elections are nonpartisan. Holding a partisan state election with a
105 nonpartisan municipal election could inadvertently increase the partisanship of
106 municipal elections and change the way municipal elected bodies work together on
107 municipal policy issues.
- 108 • We ask legislators to consider the state and municipal fiscal impacts of making the state
109 regular election day a holiday. Legislators should also consider whether state primary
110 election day should be a holiday.
- 111 • We ask legislators to consider the ramifications of holding two (or three in the case of
112 the City of Homer and many other cities within organized boroughs) elections
113 simultaneously. Election workers are already difficult to find, and many election
114 workers work for the municipalities and the state, making it potentially difficult for both
115 the state and municipalities to hire enough people to successfully run elections.
- 116 • Currently, there is one vendor in the State of Alaska certified to print ballots. While this
117 vendor has told the Homer City Council that they have the capacity to print state and
118 municipal ballots for elections on the same day, longer lead times for printing may be
119 necessary and if an error in a state ballot occurs (this has happened, based on a decision
120 by a Lieutenant Governor), all other printing would stop until the error is corrected. This
121 could lead to some municipalities not receiving ballots in time for an election.
- 122 • The potential turnover of half (or full, in the case of the transition election) of city
123 council members and the mayor in one election could be highly disruptive to the
124 functioning of municipal governments.

125
126 PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, THIS 12th day of
127 February 2024.

128
129 CITY OF HOMER

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131 _____
132 KEN CASTNER, MAYOR

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134 ATTEST:

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137 _____
138 MELISSA JACOBSEN, MMC, CITY CLERK

139
140 Fiscal Note: N/A

HOUSE BILL NO. 250

IN THE LEGISLATURE OF THE STATE OF ALASKA
 THIRTY-THIRD LEGISLATURE - SECOND SESSION

BY REPRESENTATIVE MCCABE

Introduced: 1/16/24

Referred: Community and Regional Affairs, State Affairs

A BILL**FOR AN ACT ENTITLED**

1 "An Act relating to municipal and school board elections; declaring Election Day a
 2 holiday; relating to terms of office for municipal mayors, municipal governing bodies,
 3 elected utility boards, and school boards; and providing for an effective date."

4 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

5 * **Section 1.** AS 14.08.061(a) is amended to read:

6 (a) Members elected to a regional school board shall serve **four-year**
 7 [STAGGERED THREE-YEAR] terms. However,

8 (1) the term of office of all of the members of a regional school board
 9 elected from the same multi-member section may not expire at the same time; and

10 (2) for the first board elected, the term of office of each member shall
 11 be determined by lot, according to the following schedule:

12 (A) the members of the first five-member school board shall
 13 hold office for terms as follows: **three members** [ONE MEMBER] for a **four-**
 14 **year** [ONE-YEAR] term **and** [;] two **members** for a two-year term [AND

1 TWO FOR A THREE-YEAR TERM];

2 (B) the members of the first seven-member school board **shall**
3 hold office for terms as follows: **four** [TWO] members for a **four-year** [ONE-
4 YEAR] term **and three members** [; TWO] for a two-year term [AND THREE
5 FOR A THREE-YEAR TERM];

6 (C) the members of the first nine-member school board **shall**
7 hold office for terms as follows: **five members** [THREE] for a **four-year**
8 [ONE-YEAR] term **and four members** [; THREE] for a two-year term [AND
9 THREE FOR A THREE-YEAR TERM];

10 (D) the members of the first 11-member school board **shall**
11 hold office for terms as follows: **six members** [THREE] for a **four-year**
12 [ONE-YEAR] term **and five members** [, FOUR] for a two-year term [AND
13 FOUR FOR A THREE-YEAR TERM].

14 * **Sec. 2.** AS 14.08.071(b) is amended to read:

15 (b) Except for the first election of regional school board members under (a) of
16 this section, elections shall be held [ANNUALLY] on the [FIRST] Tuesday **after the**
17 **first Monday in November of each even-numbered year** [IN OCTOBER]. Elections
18 shall be supervised by the director of elections in the office of the lieutenant governor,
19 but shall be administered within second class cities as part of the regular municipal
20 election. The lieutenant governor shall adopt regulations for the conduct of the
21 election of regional school board members comparable, as far as practicable, to those
22 prescribed for election of school board members under AS 14.12 and AS 29.20.300
23 except that the majority election requirements of AS 29.26.060 do not apply to, nor
24 may the regulations require runoff elections for, the first election of regional school
25 board members under (a) of this section or, if a school board by resolution so requests,
26 to subsequent elections in the regional educational attendance area served by that
27 school board.

28 * **Sec. 3.** AS 14.08.071(e) is amended to read:

29 (e) The lieutenant governor may provide for the election of an advisory school
30 board established under AS 14.08.115. An election conducted under this subsection
31 shall be held on the [FIRST] Tuesday **after the first Monday in November of each**

1 even-numbered year [IN OCTOBER]. The lieutenant governor may adopt
2 regulations governing an election conducted under this subsection.

3 * **Sec. 4.** AS 14.12.050(a) is amended to read:

4 (a) The term of office of a member of a borough or city school board is **four**
5 [THREE] years and until a successor takes office. However, the members of a newly
6 created five-member school board hold office for initial terms as follows: **three**
7 **members** [TWO] for a term of **four** [THREE] years **and** [,] two **members** for a term
8 of two years, [AND ONE FOR A TERM OF ONE YEAR,] the terms being assigned
9 to the members by lot. The members of a newly created seven-member school board
10 hold office for initial terms as follows: **four members** [THREE] for a term of **four**
11 [THREE] years **and three members** [, TWO] for a term of two years, [AND TWO
12 FOR A TERM OF ONE YEAR,] the terms being assigned to the members by lot.

13 * **Sec. 5.** AS 14.12.050(b) is amended to read:

14 (b) When a transition is made from a five-member school board to a seven-
15 member school board, the length of the terms of office for the two new members to be
16 elected shall be determined by lot, **one member for a term of four years and one**
17 **member for a term of two years** [SO THAT WHEN THE TERMS OF OFFICE FOR
18 THE TWO NEW MEMBERS ARE ASSIGNED, THE TERMS OF OFFICE FOR
19 THE ENTIRE SEVEN-MEMBER BOARD SHALL BE AS FOLLOWS: THREE
20 MEMBERS HAVE A THREE-YEAR TERM, TWO MEMBERS HAVE A TWO-
21 YEAR TERM, AND TWO MEMBERS HAVE A ONE-YEAR TERM. A SEVEN-
22 MEMBER SCHOOL BOARD, THE TERMS OF OFFICE OF WHOSE MEMBERS
23 AT THE TIME OF TRANSITION FROM A FIVE-MEMBER BOARD DID NOT
24 RESULT IN TERMS EXPIRING IN THE MANNER PROVIDED IN THIS
25 SECTION, MAY, BY RESOLUTION ADOPTED BY A MAJORITY OF THE
26 MEMBERS OF THE BOARD, ADJUST THE TERMS OF OFFICE TO CONFORM
27 TO THE SCHEDULE FOR EXPIRATION OF TERMS OF OFFICE PROVIDED IN
28 THIS SECTION].

29 * **Sec. 6.** AS 29.04.040(d) is amended to read:

30 (d) The council shall, within 30 days after receiving notification from the
31 Local Boundary Commission that a petition has been accepted, order an election on

1 the question of reclassification. The election shall be held at least 30 days after the
 2 order and not later than either the next regular election occurring after the 30-day
 3 period or 180 days after the 30-day period, whichever is earlier. If more than one
 4 question is to be voted on at the election, each shall appear separately on the ballot.

5 * **Sec. 7.** AS 29.05.120(f) is amended to read:

6 (f) The initial elected members of the governing body shall determine by lot
 7 the length of their terms of office so that as close as possible to a proportionate
 8 number of terms expire each even year, resulting in staggered terms of office for
 9 members subsequently elected.

10 * **Sec. 8.** AS 29.20.070(b) is amended to read:

11 (b) Not later than either the first regular election that occurs after adoption of
 12 a final state redistricting plan under art. VI, sec. 10, Constitution of the State of
 13 Alaska, or 180 days after the adoption, whichever is earlier, the assembly shall
 14 propose and submit to the voters of the borough, at that regular election or at a special
 15 election called for the purpose, one or more forms of assembly representation. The
 16 forms of representation that the assembly may submit to the voters are:

17 (1) election of members of the assembly at large by the voters
 18 throughout the borough;

19 (2) election of members of the assembly by district, including

20 (A) election at large by the voters throughout the borough, but
 21 with a requirement that a candidate live in an election district established by
 22 the borough for election of assembly members; or

23 (B) election from election districts established by the borough
 24 for the election of assembly members by the voters of a district;

25 (3) election of members of the assembly both at large and by district.

26 * **Sec. 9.** AS 29.20.150(a) is amended to read:

27 (a) A member of the governing body is elected for a four-year [THREE-
 28 YEAR] term and until a successor qualifies [, UNLESS A DIFFERENT TERM NOT
 29 EXCEEDING FOUR YEARS IS PRESCRIBED BY HOME RULE CHARTER OR
 30 ORDINANCE].

31 * **Sec. 10.** AS 29.20.230(a) is amended to read:

1 (a) The mayor of a borough or first class city is elected at large. The mayor of
 2 a borough or first class city serves a term of **four** [THREE] years [, UNLESS BY
 3 ORDINANCE A DIFFERENT TERM NOT TO EXCEED FOUR YEARS IS
 4 PROVIDED. THE CURRENT TERM OF AN INCUMBENT MAYOR MAY NOT
 5 BE ALTERED]. The regular term of a mayor of a borough or first class city begins on
 6 the first Monday following certification of the election.

7 * **Sec. 11.** AS 29.20.300(a) is amended to read:

8 (a) Each municipal school district has a school board. Except as provided in
 9 (b) of this section, members of a school board are elected at the regular election for
 10 **four-year** [THREE-YEAR] terms and until their successors take office. Members are
 11 elected at large unless a different method of election has been approved by the voters
 12 in a regular election.

13 * **Sec. 12.** AS 29.20.310(b) is amended to read:

14 (b) As determined by ordinance, members of a utility board are either
 15 appointed by the mayor and confirmed by the governing body or [ARE] elected at a
 16 regular election. The term of a utility board member is two years and until a successor
 17 is selected and qualifies. [HOWEVER, THE GOVERNING BODY MAY BY
 18 ORDINANCE PROVIDE FOR A DIFFERENT TERM NOT TO EXCEED FOUR
 19 YEARS. THE CURRENT TERM OF AN ELECTED INCUMBENT MAY NOT BE
 20 ALTERED.]

21 * **Sec. 13.** AS 29.26.040 is amended to read:

22 **Sec. 29.26.040. Date of regular election.** The date of a regular election is the
 23 [FIRST] Tuesday **after the first Monday in November of each even-numbered**
 24 **year** [OF OCTOBER ANNUALLY, UNLESS A DIFFERENT DATE OR
 25 INTERVAL OF YEARS IS PROVIDED BY ORDINANCE].

26 * **Sec. 14.** AS 29.26.170(a) is amended to read:

27 (a) Unless substantially the same measure is adopted, when a petition seeks an
 28 initiative vote, the clerk shall submit the matter to the voters at the next regular
 29 election or, if already scheduled, special election occurring not sooner than 60 days
 30 after certification of the petition. If no election is scheduled to occur within 75 days
 31 after the certification of a petition and the governing body determines it is in the best

1 interest of the municipality, the governing body may by ordinance order a special
 2 election to be held on the matter before the next election that is already scheduled, but
 3 not sooner than 60 days after certification of the petition. **If no election is scheduled**
 4 **to occur within 180 days after the certification of a petition, the governing body**
 5 **shall by ordinance order a special election to be held on the matter not sooner**
 6 **than 60 days after certification of the petition and not later than 180 days after**
 7 **certification of the petition.**

8 * **Sec. 15.** AS 29.26.180(a) is amended to read:

9 (a) Unless the ordinance or resolution is repealed, when a petition seeks a
 10 referendum vote, the clerk shall submit the matter to the voters at the next regular
 11 election or, if already scheduled, special election occurring not sooner than 60 days
 12 after certification of the petition. If no election is scheduled to occur within 75 days
 13 after certification of a petition and the governing body determines it is in the best
 14 interest of the municipality, the governing body may by ordinance order a special
 15 election to be held on the matter before the next election that is already scheduled, but
 16 not sooner than 60 days after certification of the petition. **If no election is scheduled**
 17 **to occur within 180 days after the certification of a petition, the governing body**
 18 **shall by ordinance order a special election to be held on the matter not sooner**
 19 **than 60 days after certification of the petition and not later than 180 days after**
 20 **certification of the petition.**

21 * **Sec. 16.** AS 29.71.800(21) is amended to read:

22 (21) "regular election" means the municipal election held on the
 23 [FIRST] Tuesday **after the first Monday in November of each even-numbered**
 24 **year** [OF OCTOBER ANNUALLY, OR ON A DIFFERENT DATE OR INTERVAL
 25 OF YEARS PROVIDED BY ORDINANCE OR CHARTER];

26 * **Sec. 17.** AS 44.12.010(a) is amended to read:

27 (a) The following days are legal holidays:

- 28 (1) the first of January, known as New Year's Day;
 29 (2) the third Monday of January, known as Martin Luther King, Jr.'s
 30 Birthday as provided in (b) of this section;
 31 (3) the third Monday in February, known as Presidents' Day;

- 1 (4) the last Monday of March, known as Seward's Day;
 2 (5) the last Monday in May, known as Memorial Day;
 3 (6) the fourth of July, known as Independence Day;
 4 (7) the first Monday in September, known as Labor Day;
 5 (8) the 18th of October, known as Alaska Day;
 6 (9) the 11th of November, known as Veterans' Day;
 7 (10) the fourth Thursday in November, known as Thanksgiving Day;
 8 (11) the 25th of December, known as Christmas Day;
 9 (12) every Sunday;
 10 (13) every day designated by public proclamation by the President of
 11 the United States or the governor of the state as a legal holiday;

12 **(14) the Tuesday after the first Monday in November of each even-**
 13 **numbered year, known as Election Day.**

14 * **Sec. 18.** AS 29.20.150(b) is repealed.

15 * **Sec. 19.** The uncodified law of the State of Alaska is amended by adding a new section to
 16 read:

17 TRANSITION. (a) An election for each municipal mayor and each member of a
 18 regional school board, advisory school board, borough or city school board, elected utility
 19 board, or municipal governing body shall occur on November 3, 2026.

20 (b) The terms of office for officials elected in the November 3, 2026, election, as
 21 required by (a) of this section, shall be determined as follows:

22 (1) for members of a regional school board, the terms shall be determined in
 23 the same manner as for first boards under AS 14.08.061(a)(2), as amended by sec. 1 of this
 24 Act;

25 (2) for members of a borough or city school board, the terms shall be
 26 determined in the same manner as for newly created school boards under AS 14.12.050(a), as
 27 amended by sec. 4 of this Act;

28 (3) for members of a municipal governing body, the terms shall be determined
 29 in the same manner as for initial elected members under AS 29.05.120(f), as amended by sec.
 30 7 of this Act.

31 (c) Notwithstanding a provision of AS 14, AS 29, or a municipal law to the contrary,

1 the term of office of an incumbent municipal mayor or member of a regional school board,
2 advisory school board, borough or city school board, elected utility board, or municipal
3 governing body elected before November 3, 2026, expires not later than the Monday
4 following certification of the November 3, 2026, election for that office.

5 * **Sec. 20.** Section 19 of this Act takes effect immediately under AS 01.10.070(c).

6 * **Sec. 21.** Except as provided in sec. 20 of this Act, this Act takes effect November 3, 2026.



MEMORANDUM

Resolution 24-018, A Resolution of the City Council of Homer, Alaska Expressing Support for the Realizing Equitable Accessible Connectivity in Homer (REACH) Project and Endorsing the City's Application to the FY24 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) for REACH Planning and Design Funds. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 29, 2024
From: Special Projects Coordinator Carroll
Through: Rob Dumouchel, City Manager

Summary Statement: The purpose of this Memorandum is to request City Council support for the City's FY24 Federal RAISE Planning Grant application via Resolution 24-018.

Background: Last year, upon City Council approval, City staff worked with HDR to submit a REACH application to the FY23 RAISE (Rebuilding American Infrastructure with Sustainability and Equity) Federal discretionary grant program. The REACH application made it to the Secretary of Transportation's desk for final funding consideration, was Highly Rated and earned the designation as a "Project of Merit" but was ultimately not funded. At an application debrief, the US Department of Transportation encouraged the City to consider applying again in the FY24 round.

City Council approved Resolution 24-007 which authorized HDR to work with City staff to strengthen the REACH application (in response to the reviewers' comments) and resubmit the request by the February 28, 2024 application deadline.

The scope of the FY24 REACH project will be similar to FY23: conduct system-wide planning and prioritization, data collection and analysis, feasibility, environmental review and 65% design for selected sidewalk and trail projects in Homer's Non-Motorized Transportation Plan. Pathways for consideration under REACH include, among others: Herndon from Pioneer Avenue to Main Street, Main Street South from Pioneer Avenue to Ohlson Lane, Ocean Drive and Kachemak Drive, West Hill bicycle lane from Eric Lane to Sterling Highway, Nick Dudiak Fishing Lagoon Accessible Fishing Platform, and Potential 'mobility hubs' for KPB transit van drop off and pick up, park and walk and park and bike hubs, etc. The grant does not require matching funds.

Staff Recommendation: Adopt Resolution 24-018. A Resolution of support from the governing body will strengthen and be included in the application which is due February 28, 2024.

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

3
4 **RESOLUTION 24-018**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
7 EXPRESSING SUPPORT FOR THE REALIZING EQUITABLE,
8 ACCESSIBLE CONNECTIVITY IN HOMER (REACH) PROJECT AND
9 ENDORSING THE CITY'S APPLICATION TO THE FY24 REBUILDING
10 AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY
11 (RAISE) FOR REACH PLANNING AND DESIGN FUNDS.
12

13 WHEREAS, The City of Homer strives to provide and improve city-operated facilities and
14 services to meet the needs of the community; and
15

16 WHEREAS, Homer's non-motorized transportation facilities are disconnected, or
17 missing sections all together, which is an accessibility barrier and creates safety hazards for
18 both motorists and pedestrians where pedestrian use of roadways is necessary; and
19

20 WHEREAS, Comprehensively connecting Homer's non-motorized transportation
21 network is one of City Council's high priority projects, a priority shared by the community as
22 evidenced by consistent public comment at City Council meetings, at many community non-
23 motorized transportation planning events, and by the large number of support letters offered
24 by the community for the REACH project; and
25

26 WHEREAS, The REACH project plans and designs a comprehensive, connected network
27 of accessible sidewalks, trails and bikeways to significantly improve equitable access for all
28 citizens and enable residents and visitors to make safe, non-motorized trips within the City of
29 Homer; and
30

31 WHEREAS, REACH's scope addresses many non-motorized transportation facilities that
32 have long been included in the City's Capital Improvement Plan and is included in Alaska's
33 2024-2027 Statewide Transportation Improvement Plan as a community driven project; and
34

35 WHEREAS, Federal RAISE funding is an essential catalyst to bring the REACH project to
36 construction ready status.
37

38 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
39 expresses its support for the REACH project and strongly endorses the City's application to the
40 FY24 RAISE program for planning and design funding assistance.
41

42 PASSED AND ADOPTED by the Homer City Council this 12th day of February, 2024.
43
44

CITY OF HOMER

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KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK



MEMORANDUM

Proposed Strategic Plan for Parks, Art, Recreation and Culture Advisory Commission (PARCAC), Plus Two Items for Possible Council Action

Item Type: Action Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 17, 2024
From: Council Members Erickson and Davis

Based on the January 15, 2024 Joint Worksession with PARCAC, as well as previous meetings held with PARCAC members, we recommend that council support PARCAC beginning work on a Strategic Plan, ideally to be completed this calendar year, that would address some or all of the following:

- Questions related to community recreation (support for new rec center, including possible capital campaign; how to identify our clientele; what role do schools play & does this need to be adjusted; how to set fees in a way that encourages participation; best ratio of staff to volunteers)
- Updated parks plan, with long term needs lists that Council can use when preparing annual budgets.
- The role of PARCAC in promoting the arts in the community. Should PARCAC always include a member or members whose focus is the arts?

Three addition items were identified, two of which may require Council action (in coordination with staff):

1. Update city code to ensure that sidewalks (in addition to parks and trails) are explicitly identified as falling under PARCAC's auspices.
2. Update city code to require that PARCAC be given the opportunity to review proposed new subdivisions for recommended trail and/or sidewalk facilities, and associated easements, prior to the preliminary plat being sent to the Borough for approval.
3. Develop a policies for community recreation and parks.

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

Erickson/Aderhold

3
4 **RESOLUTION 24-019**

5
6 A RESOLUTION OF THE HOMER CITY COUNCIL SUMMARIZING THE
7 JOINT WORKSESSION WITH THE PARKS, ART, RECREATION, AND
8 CULTURE ADVISORY COMMISSION AND STATING ACTION ITEMS
9 FOR THE COUNCIL AND COMMISSION
10

11 WHEREAS, The Homer City Council and Parks, Art, Recreation, and Culture Advisory
12 Commission (PARCAC) held a joint worksession on January 17, 2023; and
13

14 WHEREAS, Agenda items for the worksession included joint training, discussion topics
15 outlined in a memorandum and email from Councilmember Erickson, and discussion on
16 PARCAC appointments; and
17

18 WHEREAS, Discussion during the worksession included PARCAC developing a strategic
19 plan, the proposed new multiuse community recreation center, long-term planning and needs
20 assessment for Homer’s parks, promoting arts in the community and the configuration of the
21 commission relative to an arts focus, review of city code related to PARCAC responsibility and
22 review, and park and community recreation policies; and
23

24 WHEREAS, Councilmembers Erickson and Davis provided Memorandum CC-24-027 to
25 city council at its January 22, 2024 regular meeting summarizing the worksession; and
26

27 WHEREAS, Current city council process is to follow-up joint worksessions and special
28 topic discussions (council “champion” work) with informational memoranda followed by
29 resolutions for action.
30

31 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council requests PARCAC
32 complete the following tasks during the 2024 calendar year, with support from staff and city
33 council as appropriate:
34

- 35 • Develop a strategic plan to guide commission work through 2024 and beyond that
36 includes indoor recreation and outdoor parks, trails, and sidewalks.
- 37 • Develop and review policies related to community recreation and parks.
- 38 • Develop a prioritized list of parks and recreation needs and associated costs that the
39 city council the city manager and city council can use when evaluating the Capital
40 Improvement Plan and preparing annual budgets.
- 41 • Evaluate the role that PARCAC should play in promoting the arts in Homer.
- 42 • Review the recreation fee schedule and evaluate opportunities for a scholarship fund.

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BE IT FURTHER RESOLVED that city council, led by parks and recreation champions, and aided by city staff, will complete the following tasks during the 2024 calendar year:

- Continue evaluation of a new multi-use community recreation center, requesting input from PARCAC as appropriate.
- Review city code and prepare ordinance(s) that clarify PARCAC’s review role related to proposed new subdivisions, sidewalks, parks, and trails. Send introduced ordinances to PARCAC, and other commissions as appropriate, for review before final reading.

PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, THIS 12th day of February 2024.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A



MEMORANDUM

Resolution 24-020, A Resolution of the City Council of Homer, Alaska Awarding the Contract for the Homer Public Library Office Task Chairs to the Firm of Arctic Office Products of Anchorage, Alaska in the Amount of \$19,883.75 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Library Director.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 26, 2024
From: Special Projects Coordinator Carroll
Through: Rob Dumouchel, City Manager

Summary:

Council appropriated \$44,030.19 from the FY23 Community Assistance Program (CAP) funds to replace the chairs in the Homer Public Library. Staff have identified the best vendors for the purpose and are ready to award contracts.

Background:

In early 2023, library staff requested capital funding for replacing the 50 task chairs and 15 lounge chairs in the library. The chairs have been part of the original furnishings since the building opened in 2006 and are beginning to show their age.

In June, Council passed Ord. 23-43, which amended the FY 23 capital budget to accept a community assistance program payment from the state and appropriate the funds for various purposes. Among other things, the ordinance appropriated \$44,030.19 for replacing the chairs.

In November, staff issued a Request for Proposals and received four responses, which were evaluated by the selection committee on Jan. 19, 2024. Having read and discussed all the responses, the committee recommended splitting the contracts between two respondents, one for the task chairs and one for the lounge chairs.

The winning response for the task chairs comes to \$19,833.75 and the lounge chairs comes in at \$23,048.25, totaling \$42,882.00. The City will arrange for shipping, as this can be done cheaper in-house than through either of the respondents.

With Council's authorization, we will proceed to awarding contracts.

Recommendation:

Adopt resolutions awarding contracts for replacing the library chairs.

Bryce Gardner
 100 W. Fireweed Lane 99503
 Tel: (907) 792-1110 Fax: (907) 279-4359
 bgardner@arcticoffice.com
www.arcticoffice.com

QUOTATION

Date: 1/24/2024

Rep: Bryce Gardner

1-23-24 Homer Library Update.sp4

Line #	Part Number	TAG	Mfg	Qty	Sell	Ext Sell
1	PLEASE REFERENCE			1	\$0.00	\$0.00

PLEASE REFERENCE HON OMNIA PUBLIC CONTRACT #R191804

MEMBER# 5200644

2	HIWMRA		HON	25	\$376.65	\$9,416.25
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Ign 2.0 Mid-back ReActiv

- .W2 Weight Activated w/Seat Slider
- .N Armless
- .H Hard Caster
- .OS Charcoal
- \$(1) Grd 1 UPH
- .UR Contourett
- 10 Black
- .BL Black Adjustable Lumbar
- .SB Standard Base
- .T Black

3	HIWMRA		HON	25	\$416.70	\$10,417.50
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Ign 2.0 Mid-back ReActiv

- .W2 Weight Activated w/Seat Slider
- .A Height and Width Adj. Arm
- .H Hard Caster
- .OS Charcoal
- \$(1) Grd 1 UPH
- .UR Contourett

Line #	Part Number	TAG	Mfg	Qty	Sell	Ext Sell
	10	Black				
	.BL	Black Adjustable Lumbar				
	.SB	Standard Base				
	.T	Black				

4	Freight		GN2	1	\$0.00	\$0.00
---	----------------	--	-----	---	--------	--------

Freight FOB Seawide Express 4301 Industry Drive East, Suite B
 Fife, WA 98424-1833

\$ 19,833.75

Total Sell: \$19,833.75

Approved By: _____
 Name

 Title

Date: _____
 PO: _____

Line #	Part Number	TAG	Mfg	Qty	Sell	Ext Sell
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Validity

Quotes valid for 30 days unless otherwise specified.

Taxes

Prices do not include any sales, use, excise or any other tax. Any applicable taxes will be added at time of invoicing and buyer agrees to pay same.

Freight

Please ask your sales rep about lead times. Lead time for most furniture is 6 to 8 weeks unless otherwise noted. Freight charges beyond Anchorage are not included unless otherwise noted.

Cancellations & Changes

In the event this proposal is accepted and becomes an order, it is understood and agreed that it cannot be canceled, except by mutual written consent. In the event of agreed cancellation a 40% of listed price restocking fee will be charged.

Delivery & Installation

In the event that delivery and installation are part of this proposal the following provisions apply:

1. Condition of Job Site - the jobsite shall be clean, free and clear of debris.
2. Job Site Services - Electricity, heat, lighting, hoisting or elevator service will be provided without charge to seller. Adequate facilities for offloading, staging, moving and handling of merchandise shall be provided.
3. Delivery During Normal Business Hours - Delivery and installation will be made during normal business hours. Additional labor cost resulting from after hours or weekend work performed at the buyers request will be paid by buyer.
4. Storage Space - Provided the merchandise does not arrive prior to requested date, adequate and safe storage space shall be provided by buyer. If the space provided is inadequate and requires excessive sorting or storage cost, such excess cost will be reimbursed by buyer.
5. Loss - After arrival at the job site any loss, theft or damage by weather, other trades or fire or other elements shall be the responsibility of the buyer and the buyer agrees to hold the seller harmless from loss for such reasons.
6. Receipt - Buyers or buyers representative must be present at time of delivery to sign for and acknowledge correctness of count and condition of goods being delivered.
7. Claims - Timely claims for transportation damage will be executed by seller and damage merchandise will be repaired to the buyers satisfaction, or replaced; except in the event of direct shipments, which are the responsibility of the consignee.

Delays

In the event that construction delays or other causes not within the sellers control force postponement of the installation, the merchandise will be stored until installation can resume and will be considered accepted by the buyer for purposes of payment. In such event the buyer reserves the right to withhold 5% of invoice of said shipments against completion of the contract.

Warranty

All furniture is warranted to be free from defects in materials and workmanship for a period of one year from date of delivery unless otherwise noted. The warranty is made expressly in lieu of any and all other warranties expressed or implied.

Payment

Buyer agrees to pay each invoice within Fifteen days of invoice date. The buyer agrees to pay a finance charge of 1.5% per month on all delinquent invoices, as well as expenses, attorney fees and court cost which seller incurs by reason of any default by buyer, including non-payment. Title to subject merchandise shall pass from seller to buyer when goods are identified and delivered to carrier for transportation to buyers place of business. Failure of the buyer to present any written claim respecting any shipment within ten days of receipt thereof shall constitute waiver of all claims thereto.

No Other Agreements

There are no other agreements expressed or implied other than those specified herein and those set forth in the specifications, delivery and installation schedules etc. The terms and conditions set forth herein and the above mentioned.

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

3 City Clerk/
4 Library Director

5 **RESOLUTION 24-020**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AWARDING THE CONTRACT FOR THE HOMER PUBLIC LIBRARY
9 OFFICE TASK CHAIRS TO THE FIRM OF ARCTIC OFFICE PRODUCTS
10 OF ANCHORAGE, ALASKA IN THE AMOUNT OF \$19,833.75 AND
11 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
12 THE APPROPRIATE DOCUMENTS.

13
14 WHEREAS, In accordance with the Procurement Policy the Request for Proposal was
15 advertised in the Homer News on November 16 and 30, 2023 and in the Anchorage Daily News
16 on November 26, 2023; and

17
18 WHEREAS, The Request for Proposal was listed with three plans rooms in the State
19 and on the City website; and

20
21 WHEREAS, Proposals were due by 4:30 p.m. on Thursday, January 11, 2024 and four
22 proposals were submitted; and

23
24 WHEREAS, The Proposals were reviewed in accordance to the criteria established and
25 determined that Arctic Office Products provided the overall best selection for the price for the
26 Office Task Chairs as identified in the Request for Proposal documents.

27
28 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards the
29 Contract for the Homer Public Library Office Task Chairs to Arctic Office Products of Anchorage,
30 Alaska in the Amount of \$19,833.75 and authorizes the City Manager to negotiate and execute
31 the appropriate documents.

32
33 PASSED AND ADOPTED by the Homer City Council this 12th day of February, 2024.

34
35 CITY OF HOMER

36
37 _____
38 KEN CASTNER, MAYOR

39 ATTEST:

40
41 _____
42 MELISSA JACOBSEN, MMC, CITY CLERK
43

44 Fiscal Note: Ordinance 23-43(S) appropriated \$44,030.19 from FY23 Community Assistance
45 Program (CAP) funds; \$44,030.19 remains. Ordinance 23-23(A-3) appropriated \$1,000 from
46 General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund; \$1,000 remains.



MEMORANDUM

Resolution 24-021, A Resolution of the City Council of Homer, Alaska Awarding the Contract for the Homer Public Library Lounge Chairs to the Firm of ODP Business Solutions of Anchorage, Alaska in the Amount of \$23,048.25 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Library Director.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 26, 2024
From: Library Director Dave Berry
Through: Rob Dumouchel, City Manager

Summary:

Council appropriated \$44,030.19 from the FY23 Community Assistance Program (CAP) funds to replace the chairs in the Homer Public Library. Staff have identified the best vendors for the purpose and are ready to award contracts.

Background:

In early 2023, library staff requested capital funding for replacing the 50 task chairs and 15 lounge chairs in the library. The chairs have been part of the original furnishings since the building opened in 2006 and are beginning to show their age.

In June, Council passed Ord. 23-43, which amended the FY 23 capital budget to accept a community assistance program payment from the state and appropriate the funds for various purposes. Among other things, the ordinance appropriated \$44,030.19 for replacing the chairs.

In November, staff issued a Request for Proposals and received four responses, which were evaluated by the selection committee on Jan. 19, 2024. Having read and discussed all the responses, the committee recommended splitting the contracts between two respondents, one for the task chairs and one for the lounge chairs.

The winning response for the task chairs comes to \$19,833.75 and the lounge chairs comes in at \$23,048.25, totaling \$42,882.00. The City will arrange for shipping, as this can be done cheaper in-house than through either of the respondents.

With Council's authorization, we will proceed to awarding contracts.

Recommendation:

Adopt resolutions awarding contracts for replacing the library chairs.

Lindsey Johnson
425.891.6062 Lindsey.Johnson@odpbusiness.com

CITY OF HOMER LIBRARY | CORIANDER LOUNGE CHAIRS

<p>SOLD TO: City of Homer</p> <p>Homer AK 99603</p>	<p>SHIP TO: Homer Public Library 500 Hazel Ave</p> <p>Homer AK 99603</p>
--	---

NOTES:

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
1	5	1050-1-E CORIANDER DESIGNS WHIDBEY LOUNGE CHAIR FABRIC: YARDAGE 4.25 FABRIC: GRADE E - MID GRADE VINYL FABRIC: TBD STANDARD CORIANDER QUOTE #: QUOTE: #2979	\$1,536.55	\$7,682.75
2	5	1050-1-E CORIANDER DESIGNS WHIDBEY LOUNGE CHAIR FABRIC: YARDAGE 4.25 FABRIC: GRADE E - MID GRADE VINYL FABRIC: TBD STANDARD CORIANDER QUOTE #: QUOTE: #2979	\$1,536.55	\$7,682.75
3	5	1050-1-E CORIANDER DESIGNS WHIDBEY LOUNGE CHAIR FABRIC: YARDAGE 4.25 FABRIC: GRADE E - MID GRADE VINYL FABRIC: TBD STANDARD CORIANDER QUOTE #: QUOTE: #2979	\$1,536.55	\$7,682.75

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
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Subtotal \$23,048.25

GRAND TOTAL \$23,048.25

~Ordering Notes~

- * Deposit may be due at time of order
- * The applicable tax will be applied at the time of invoicing
- * Estimated leadtime is subject to the manufactures production / shipping schedules
- * This proposal contains Special Order items that are Not Returnable
- * Once an order is placed, cancellations are Not Allowed

**TERMS AND CONDITIONS OF PURCHASE
(FURNITURE - ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS)**

- 1.ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below
- 2.All prices are firm for thirty (30) days from date of proposal.
- 3.Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is navaable immediatelv after anv outstanding issues are resolved.
- 4.All orders are subject to credit approval.
- 5.ODP Business Solutions requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth
- 6.All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- 7.An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- 8.Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- 9.Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing
- 10.If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- 11.Floors shall be smooth, level and free from debris.
- 12.Condition of Jobsite - Customer agrees to have premises available on the requested date of installation and for a reasonable time thereafter for installation during the regular business day. Customer's job site shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges. If installation is to be placed over carpeting, tiles, or other floor covering, Customer hereby assures ODP Business Solutions that all such coverings will be completed prior to time installation is scheduled. The job site shall be free of interference from all trades in the work areas, and if the job site is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. ODP Business Solutions shall be held harmless and shall not assume liability for job delay due to failure to meet any of the preceding conditions.
- 13.Jobsite Services. Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service, and adequate facilities for off-loading, staging, moving, and handling of the Furnishings will be furnished without charge to ODP Business Solutions. Customer acknowledges that if the installed Furnishings require electrical hook-ups, outlets, wiring, or other similar services, at Customer's election, ODP Business Solutions may provide such services through licensed subcontractors at an additional fee or Customer shall be responsible for engaging appropriate
- 14.Permits are the responsibility of the Customer unless expressly provided in the Proposal.
- 15.If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Any double handling of a product will be charged at our normal hourly rate.
- 16.ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
- 17.No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- 18.ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee. in the event anv claim is referred to a collection
- 19.Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with
- 20.Manufacturer warranties apply for parts only. Labor is not included.
- 21.All items set forth in the quotation are non-returnable.
- 22.IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 23.Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying
- 24.These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer: _____

Customer PO: _____

Customer's _____

Title: _____

Print Name: _____

Date: _____

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

3 City Clerk/
4 Library Director

5 **RESOLUTION 24-021**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AWARDING THE CONTRACT FOR THE HOMER PUBLIC LIBRARY
9 LOUNGE CHAIRS TO THE FIRM OF ODP BUSINESS SOLUTIONS OF
10 ANCHORAGE, ALASKA IN THE AMOUNT OF \$23,048.25 AND
11 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
12 THE APPROPRIATE DOCUMENTS.

13
14 WHEREAS, In accordance with the Procurement Policy the Request for Proposal was
15 advertised in the Homer News on November 16 and 30, 2023 and in the Anchorage Daily News
16 on November 26, 2023; and

17
18 WHEREAS, The Request for Proposal was listed with three plans rooms in the State
19 and on the City website; and

20
21 WHEREAS, Proposals were due by 4:30 p.m. on Thursday, January 11, 2024 and four
22 proposals were submitted; and

23
24 WHEREAS, The Proposals were reviewed in accordance to the criteria established and
25 determined that ODP Business Solutions provided the overall best selection for the price for
26 the Lounge Chairs as identified in the Request for Proposal documents.

27
28 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards the
29 Contract for the Homer Public Library Lounge Chairs to ODP Business Solutions of Anchorage,
30 Alaska in the Amount of \$23,048.25 and authorizes the City Manager to negotiate and execute
31 the appropriate documents.

32
33 PASSED AND ADOPTED by the Homer City Council this 12th day of February, 2024.

34
35 CITY OF HOMER

36
37
38 _____
39 KEN CASTNER, MAYOR

40
41 ATTEST:

42
43 _____
44 MELISSA JACOBSEN, MMC, CITY CLERK

45

46 Fiscal Note: Ordinance 23-43(S) appropriated \$44,030.19 from FY23 Community Assistance
47 Program (CAP) funds; \$44,030.19 remains. Ordinance 23-23(A-3) appropriated \$1,000 from
48 General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund; \$1,000 remains.



MEMORANDUM

Resolution 24-023, A Resolution of the City Council of Homer, Alaska Approving a Request to Sublease from Eagle Eye Charters LLC to Permit a Commercial Sublease on the Lease Property Tract 1-C, The Fishing Hole Subdivision No. 2. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: February 7, 2024
From: Bryan Hawkins, Port Director
Through: Rob Dumouchel, City Manager

Cory DeCook is the 100% owner of Eagle Eye Charters LLC DBA Bob's Trophy Charters, which leases Tract 1-C, The Fishing Hole Subdivision No. 2 from the City. The terms of the lease require City Council approval for all subleases.

On January 28th, 2024 Mr. DeCook submitted a letter requesting approval of a sublease agreement to operate a coffee stand on the property. Port staff have reviewed the proposed sublease agreement and the site designated for sublease and recommend approval of this proposal.

Recommendation: Staff recommends City Council approve Eagle Eye Charters LLC's request to sublease.

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 24-023

A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING A
REQUEST TO SUBLEASE FROM EAGLE EYE CHARTERS LLC TO
PERMIT A COMMERCIAL SUBLEASE ON THE LEASED PROPERTY
TRACT 1-C, THE FISHING HOLE SUBDIVISION NO. 2

WHEREAS, Eagle Eye Charters LLC DBA Bob’s Trophy Charters, is currently in a long-term lease with the City for Tract 1-C, The fishing Hole Subdivision No. 2; and

WHEREAS, Eagle Eye Charters LLC wishes to sublease a portion of the lot to Antanina Rijkoff to operate a mobile coffee stand; and

WHEREAS, Eagle Eye Charters LLC submitted a letter on January 28th which contained the proposed sublease; and

WHEREAS, The terms of the City’s lease with Eagle Eye Charters LLC require that all subleases must be approved by the Homer City Council.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves Eagle Eye Charters LLC’s request to sublease the area depicted on site plans submitted, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this 12TH day of February, 2024.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A

Bob's Trophy Charters

Coffee
Stand
8'x4'

Easement

ht Dock Rd



MEMORANDUM

Resolution 24-024, A Resolution of the City Council of Homer, Alaska Providing Direction to the Port & Harbor Advisory Commission and Parks, Art, Recreation, and Culture Advisory Commission Regarding Annual Review of the Land Allocation Plan. City Manager/Economic Development Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: February 7, 2024
From: Julie Engebretsen, Economic Development Manager
Through: Rob Dumouchel, City Manager

Introduction

Each year the City reviews the Land Allocation Plan, with the goal of identifying property to offer for lease. Typically the plan goes to Commissions first, with recommendations provided to Council. The process can also be used to identify property considerations that merit further conversation, regardless of leasing status. This year, staff has identified that a property on the Spit is the subject of such a conversation and worthy of Council's attention early in the process.

The City property immediate down the Spit from the Fishin Hole currently is used for at least four activities: Pier One Theater, summer camping, seasonal parking, and barge/large vessel haul out in the off season. In the Capital Improvement Plan, this property is the site of a proposed Barge and Large Vessel Haul Out facility, and the Port and Harbor Advisory Commission has begun talking about how to make incremental improvements toward that goal. In the past, the Parks, Art Recreation and Culture Advisory Commission has been concerned with the loss of summer camping on the Spit. Staff recommends Council lead the conversation about the property by passing the resolution and providing direction to the Commissions on desired input. The process set out in the resolution provides the Commissions and community the time frame and opportunity to ask questions, become informed, and make recommendations to Council.

RECOMMENDATION:

Adopt Resolution 24-024

Attachments

CIP Project Page

Port and Harbor Commission Meeting Minutes excerpt from December 2023

Port and Harbor Commission Packet Excerpt, December 2023



Barge Mooring & Large Vessel Haul Out Repair Facility

Project Description & Benefit: This project constructs safe moorage and an associated uplands haul out repair facility for large shallow draft vessels. This improvement supports the marine transportation needs of central and western Alaska. Because of the lack of facilities, these vessels currently have to travel elsewhere to perform annually required maintenance and repairs, which could otherwise be completed here in Homer. The new facility benefits the needs of the growing regional fleet of large vessels, the local marine trades businesses and the regional economy.

The mooring facility, proposed along the beach front of Lot TR-1-A (between the Nick Dudiak Fishing Lagoon and Freight Dock Road on the west side of the harbor) will stage barges in the tidal zone with the bow end pulled tight to the beach for accessing a haul out ramp. A dead-man anchoring system will be provided for winching vessels up the ramp above the high tide line for maintenance and minor repairs. Upland improvements will include six work sites with water, electrical pedestals, lighting, and security fencing and cameras. This site has accommodated approximately six to eight vessels (depending on size) with ample workspace; it will offer large vessels the ability to complete their required annual maintenance at the uplands repair facility while wintering over.

Completing repairs locally gives the marine trades sector greater opportunity to expand services, support a steady labor force and provide higher quality services more competitively. Availability of local repair services also delivers performance benefits to vessels operating in Alaska waters, saving significant time, fuel and other operating expense.

Plans & Progress: Project development is being carried out in phases. Phase 1, initiated in 2014, consisted of forming a Large Vessel Haul Out Task Force to assist with site selection and completion of Best Management Practices, vessel owner use agreements, and vendor use agreements. Staff additionally completed a Stormwater Pollution Prevention



Three vessels hauled out for repairs on Homer Spit Lot TR 1 A.

Plan (SWPPP) with the Alaska Department of Environmental Conservation for a portion of lot TR-1-A. Since completing these basic requirements, the haul out area has become a popular repair site option for some of our large vessel owners. This further justifies additional investments to improve our ability to serve these customers and bring more of these customers to Homer. Phase 2 completed design and permitting utilizing \$255,000 in State Legislative Grant funds and \$42,626 in additional City of Homer funds. The project is shovel-ready and the design is bid-ready. Phase 3 will complete construction project construction.

Total Project Cost: \$5,297,626

2019: Phase 2 Engineering/Permitting/ Geotechnical/Design: \$297,626 (Design completed June 2020).

2025: Phase 3 Construction: \$5,000,000 (Project is shovel ready.)

Schedule: 2027

Priority Level: 3



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 Commission

From: Ian Pitzman

Date: 11/28/2023

Subject: Advancement of Lighting, camera, and energy grid for the Large Vessel Haul Out Facility

I write this memo to place on the agenda a discussion topic considering bifurcating the Large Vessel Haul Out Facility (LVHOF) project already on the CIP, and to move ahead quickly with the more immediately necessary portions of the project, specifically available three phase power so the users can turn off the diesel generators currently in use, and lighting and cameras for safety and security.

In an effort to support the needs of a fleet of vessels too large for local travelift operators, the Port of Homer began to operate the Large Vessel haul out facility on the east side of the spit between the harbor and the fishing hole. This facility is a fairly level gravel pad adjacent to a gradually sloped beach. For the last 10 years or more, local vessels have hauled out on airbags for drydocking and have performed maintenance and repair in this area. Unfortunately, following the success of airbag hauls to meet the immediate needs of the fleet, momentum to develop the facility into a proper drydock area has stalled.

Homer has in its CIP a shovel ready, comprehensive project to further develop the facility. I fully support this project but I feel like its scope works against it in regards to competition for city resources. The purpose of this discussion is to look at separating the more urgently needed elements into a smaller project that has a better chance of moving ahead quickly. The three elements that I think should be prioritized are as follows:

- 1) Connect to the electrical grid with a series of 100 amp 3 phase shore power stub ups so vessels can plug in as they do in the harbor. Currently all work in the large vessel haul out facility is done with portable diesel generators by necessity. These



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are noisy, expensive, and a waste of resources particularly considering that they are parked on a gravel pad that has available power running adjacent.

- 2) Install lighting. This is a human safety and security issue for the vessels and vendors in the haul out area.
- 3) Install cameras. This will be a small addition to electrical and lighting and will help a great deal with security and yard management.

As you all know, I operate boats that use this facility and also operate as a vendor (Fortune Sea Marine Services, llc) in this yard. These ideas came from a number of discussions with other vessel owners and local vendors. I thought it was time to bring this conversation to the port and harbor commission.

Attachments:

Construction Cost Estimate

Electrical Plans

Commented [AW1]: Bryan

Barge Mooring & Haul-Out

City of Homer

Prepared for Nelson Engineering by Estimations

Construction Cost Estimate

96% Design Submittal

June 26, 2020

Description	Estimated Cost	Estimate With Distributed General Requirements	Estimated Cost Plus Contingency & Escalation
Basic Bid			
01 - GENERAL REQUIREMENTS	\$382,965	-----	-----
101 - MOBILIZATION & DEMOBILIZATION	\$45,432	\$56,566	\$59,908
102 - CONSTRUCTION SURVEYING	\$9,595	\$11,946	\$12,652
103 - TRAFFIC MAINTENANCE	\$15,000	\$18,676	\$19,779
104A - STORM WATER POLLUTION PREVENTION PLAN	\$5,000	\$6,225	\$6,593
203 - REMOVAL OF OBSTRUCTIONS	\$1,346	\$1,676	\$1,775
304 - CONCRETE SLABS	\$7,434	\$9,256	\$9,803
602 - FURNISH & INSTALL WATER MAIN	\$19,817	\$24,674	\$26,131
603 - FURNISH & INSTALL GATE VALVE	\$2,179	\$2,713	\$2,873
604 - FURNISH & INSTALL FIRE HYDRANT ASSY	\$6,405	\$7,975	\$8,446
6200 5A - FURNISH STRUCTURAL STEEL PILE	\$513,685	\$639,577	\$677,356
6200 5B - DRIVE STRUCTURAL STEEL PILE	\$341,398	\$425,066	\$450,175
134713 - CORROSION PROTECTION	\$48,746	\$60,692	\$64,278
260000 ELECTRICAL IMPROVEMENTS	\$546,604	\$680,563	\$720,764
Total Estimated Cost - Basic Bid:	\$1,945,606	\$1,945,606	\$2,060,532 <<<<<
Alternates			
A1 - ADD TWO ADDITIONAL PILE BENTS	\$289,600		\$306,706
Total Estimate Cost, Alternates:			\$306,706 <<<<<
Total Estimated Cost, Base Plus Alternates:			\$2,367,238 <<<<<

286

Estimating Contingency: 5.0%
 Escalation For Inflation: 3 Mths @ 3.5% 0.9%

Barge Mooring & Haul-Out

City of Homer

Prepared for Nelson Engineering by Estimations

Construction Cost Estimate

96% Design Submittal

June 26, 2020

Line No.	Description	Qty	UNITS	Material Costs		Labor Hours		Labor Cost	Equip Cost	Total Cost	Total w/ OH & P
				Unit	Total	Units	Totals				
217											
218	260000 ELECTRICAL IMPROVEMENTS										
219											
220	26 05 09 Conductors										
221	Feeders & Subfeeds										
222	Service Feed: 1200 Amp: 4 Sets, 3" GRC, 4#350 KCMIL, 1#3/0	22	LF	\$180.00	\$3,960	0.820	18.0	\$1,632	\$5,592	\$6,990	
223	MDS 1-6: 2 Sets 3" PVC, 3#500 KCMIL, 1#2	686	LF	\$80.00	\$54,880	0.514	352.6	\$31,965	\$86,845	\$108,556	
224	Catholic Protection Power Service: 3/4" Cond, 2#12, G	40	LF								
225	Trenching	640	LF	\$1.00	\$640	0.100	64.0	\$5,802	\$3,584	\$10,026	\$12,533
226											
227	26 05 26 Grounding										
228	Ground Bus 12x2x1/4	2	EA	\$35.00	\$70	0.250	0.5	\$45	\$115	\$144	
229	1" PVC #2 Ground	50	LF	\$1.57	\$79	0.082	4.1	\$372	\$451	\$564	
230	Ground Rod 3/4" x 10'	2	EA	\$65.00	\$130	1.000	2.0	\$181	\$311	\$389	
231	Exothermic Connection	2	EA	\$8.00	\$16	0.250	0.5	\$45	\$61	\$76	
232											
233	26 24 00 Switchboards & Panelboards										
234	MDS/MCB/Meter: 1,200A, 480Y/277V, 3P, 4W w/ NEMA 3R SS Enclosure, Pad Mounted	1	EA	\$82,700.00	\$82,700	36.000	36.0	\$3,264	\$500	\$86,464	\$108,080
235	Panelboard 150A 240/120V 1P w/ NEMA 3R SS Enclosure & Unistrut Rack	1	EA	\$3,500.00	\$3,500	16.000	16.0	\$1,450		\$4,950	\$6,188
236											
237	26 27 33 Power Distribution Units										
238	Marine Powerpoint Units	6	EA	\$29,800.00	\$178,800	12.000	72.0	\$6,527	\$185,327	\$231,659	
239											
240	26 56 13 Exterior Lighting										
241	Luminaire On 30' Tall Pole, LED	3	EA	\$5,000.00	\$15,000	10.000	30.0	\$2,720	\$17,720	\$22,150	
242	MDS-7: Wiring: 3/4" Cond, 3#10, G	650	LF	\$2.03	\$1,320	0.085	55.3	\$5,013	\$6,333	\$7,916	
243											
244	32 39 13 Metal Bollards										
245	Bollard & Post Bases	56	EA	\$77.72	\$4,352	2.000	112.0	\$9,541	\$3,640	\$17,533	\$17,533
246	Bollards - 6" Pipe	54	EA	\$192.00	\$10,368	1.500	81.0	\$6,900	\$540	\$17,808	\$17,808
247	Polyethylene Cover	54	EA	\$75.00	\$4,050				\$4,050	\$4,050	\$4,050
248	Equipment Rack Post - 4" Galv. Pipe	2	EA	\$180.00	\$360	1.500	3.0	\$256	\$20	\$636	\$636

Barge Mooring & Haul-Out
 City of Homer
 Prepared for Nelson Engineering by Estimations

Construction Cost Estimate
 96% Design Submittal
 June 26, 2020

Line No.	Description	Qty	UNITS	Material Costs Unit	Total	Labor Units	Labor Hours Totals	Labor Cost	Equip Cost	Total Cost	Total Cost w/ OH & P
249											
250	Miscellaneous Site										
251	New Signage Allowance	1	LS	\$500.00	\$500	8.000	8.0	\$682	\$150	\$1,332	\$1,332
252											
253											
254											
255											
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274											
275											
276											
277											
278											
279											
280											
281	Subtotal: 260000 ELECTRICAL IMPROVEMENTS										
282					\$360,725		855.0	\$76,395	\$8,434	\$445,554	\$546,604
283											
284											
285											

ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
—	EXPOSED CONDUIT
—	UNDERGROUND/CONCEALED CONDUIT
—	UNDERGROUND ELECTRIC
—	OVERHEAD ELECTRIC
—	3/4" X 10' COPPER CLAD STEEL GROUND ROD
—	CONDUIT RUN - CHANGE IN ELEVATION
—	LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT
—	MINI-CRACK BOX OR FITTING
—	MOVED OR RELOCATED
—	RATING NO. OF POLES
—	KILOWATT-HOUR METER
—	PANELBOARD
—	DISCONNECT SWITCH - FUSED
—	DISCONNECT SWITCH
—	GFI RECEPTACLE, DUPLEX NEMA 5-20R
—	DUPLEX RECEPTACLE NEMA 5-20R
—	DOUBLE DUPLEX RECEPTACLE NEMA 5-20R
—	SPECIAL RECEPTACLE, CONFIGURATION AS NOTED
—	SINGLE POLE SWITCH
—	THREE-WAY SWITCH
—	OTHER SYMBOLS ARE AS DEFINED BY NOTE.

CIRCUIT AND DEVICE LEGEND

- MDS-1 GROUP OR EQUIPMENT IDENTIFICATION.
- "MDS" DENOTES PANEL NAME
- "1" DENOTES CIRCUIT NUMBER
- S1,a LIGHTING FIXTURE TYPE. SEE FIXTURE SCHEDULE
- g DENOTES SWITCH LEG AS INDICATED.

ABBREVIATIONS

- A ANALOG SIGNAL, AMPERE
- AFF ABOVE FINISH FLOOR
- AFG ABOVE FINISH GRADE
- BCU BARE COPPER
- C CONDUIT
- CP CONTROL PANEL
- CT CURRENT TRANSFORMER
- CJ COPPER
- E EMERGENCY
- FLA FULL LOAD AMPERES
- G GROUND CONDUCTOR
- GES GROUNDING ELECTRODE SYSTEM
- GFI GROUND FAULT INTERRUPTING
- GRG GALVANIZED RIGID (STEEL) CONDUIT
- GND GROUND
- HDPE HIGH DENSITY POLYETHYLENE CONDUIT
- HEA HOMER ELECTRIC ASSOCIATION
- HP HORSEPOWER
- KVA KILO-VOLT-AMPERES
- LIF LIQUID TIGHT FLEXIBLE CONDUIT (METALLIC)
- MLO MAIN LUG ONLY
- MTR MOTOR
- N.I.C. NOT IN CONTRACT
- NC NORMALLY CLOSED
- NO NORMALLY OPEN, NUMBER
- PH PHASE
- SS STAINLESS STEEL
- TYP TYPICAL
- UNL UNLESS OTHERWISE NOTED
- V VOLTS
- W WATTS
- WP WEATHERPROOF
- XEMR TRANSFORMER
- XP EXPLOSION PROOF (HAZARDOUS AREA)

FIXTURE SCHEDULE

TYPE	FIXTURE SYMBOL	LAMP SIZE	MOUNTING	DESCRIPTION
S1	⊕	LED 244W	30" ROUND TAPERED STEEL POLE	LED AREA FLOODLIGHT, POLE MOUNTED WITH ADJUSTABLE SLIP FITTER, 30 DEG. TILT, FULL VISOR 360 DEG., LED-76-4000K-WI-HVOLT-FY OR EQUAL.

GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH ALL REQUIREMENTS OF THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES GOVERNING THE PROJECT, IF DIRECT CONFLICT ARISES BETWEEN DESIGN DOCUMENTS AND GOVERNING CODES. THE CODES SHALL TAKE PRECEDENCE. ALL WORK SHALL BE PERFORMED UNDER THE SUPERVISION OF A JOURNEYMAN ELECTRICIAN EXHIBITING A CERTIFICATE OF FITNESS IN THE STATE OF ALABAMA.
2. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CONSTRUCTION PERMITS AND PAY ALL ASSOCIATED FEES.
3. THE CONTRACTOR SHALL FIELD VERIFY ALL ASPECTS OF THE PROJECT.
4. MATERIALS AND EQUIPMENT SHALL BE AS SPECIFIED AND ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED. ALL ELECTRICAL EQUIPMENT SHALL BE LISTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY FOR THE PURPOSE FOR WHICH IT IS INSTALLED, WHENEVER POSSIBLE. ALL ITEMS SHALL BE SUPPLIED BY THE SAME MANUFACTURER THROUGHOUT THE PROJECT.
5. DIMENSIONS OF EQUIPMENT ARE APPROXIMATE. INSTALLATION SHALL BE VERIFIED BASED ON ACTUAL MANUFACTURER'S DATA AND SHOP DRAWINGS.
6. ALL SITE WORK AND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. CONTRACTOR SHALL FIELD VERIFY ALL INSTALLATIONS PRIOR TO COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH UTILITIES AS REQUIRED.
7. ALL CONDUCTORS SHALL BE COPPER. ALL CONDUCTORS IN UNLIMITED SPACES OR LOCATED IN HEATED SPACES SHALL BE AWG UNLESS NOTED OTHERWISE. CONDUCTOR AMPACITY SHALL BE PER TABLE 310-15 (B)(16) OF THE NEC. USE THE 75-DEGREE C RATING FOR CIRCUITS TERMINATING ON DEVICES AND IN ENCLOSURES. DERATE CONDUCTORS PER NEC REQUIREMENTS.
8. CONDUIT ROUTINGS ARE DIAGRAMMATIC AND SHALL BE FOLLOWED TO THE EXTENT POSSIBLE. NOT ALL CONDUIT ROUTINGS ARE SHOWN. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ROUTING/PENETRATIONS AND RECEIVING APPROVAL OF ROUTING/PENETRATIONS FROM OWNER'S REPRESENTATIVE.



NO.	REVISION	DATE



BARGE MOORING AND HAUL-OUT
CITY OF HOMER
ELECTRICAL LEGENDS AND ABBREVIATIONS

PROJECT NO. _____
DRAWN BY: _____
CHECKED BY: _____
DATE: JUNE 2020
SCALES: NOTED
HORZ.: NOTED
VERT.: NOTED
SHEET: E1
1 OF 6



NO.	REVISION	DATE

ELECTRICAL ENGINEERING
NELSON ENGINEERING
 2400 W. BROADWAY, SUITE 100
 ANCHORAGE, AK 99503
 LICENSE NO. 00727883
ELECTRICAL ENGINEER
E.D.C. INC.

BARGE MOORING AND HAUL-OUT
CITY OF HOMER
ELECTRICAL SITE PLAN

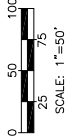
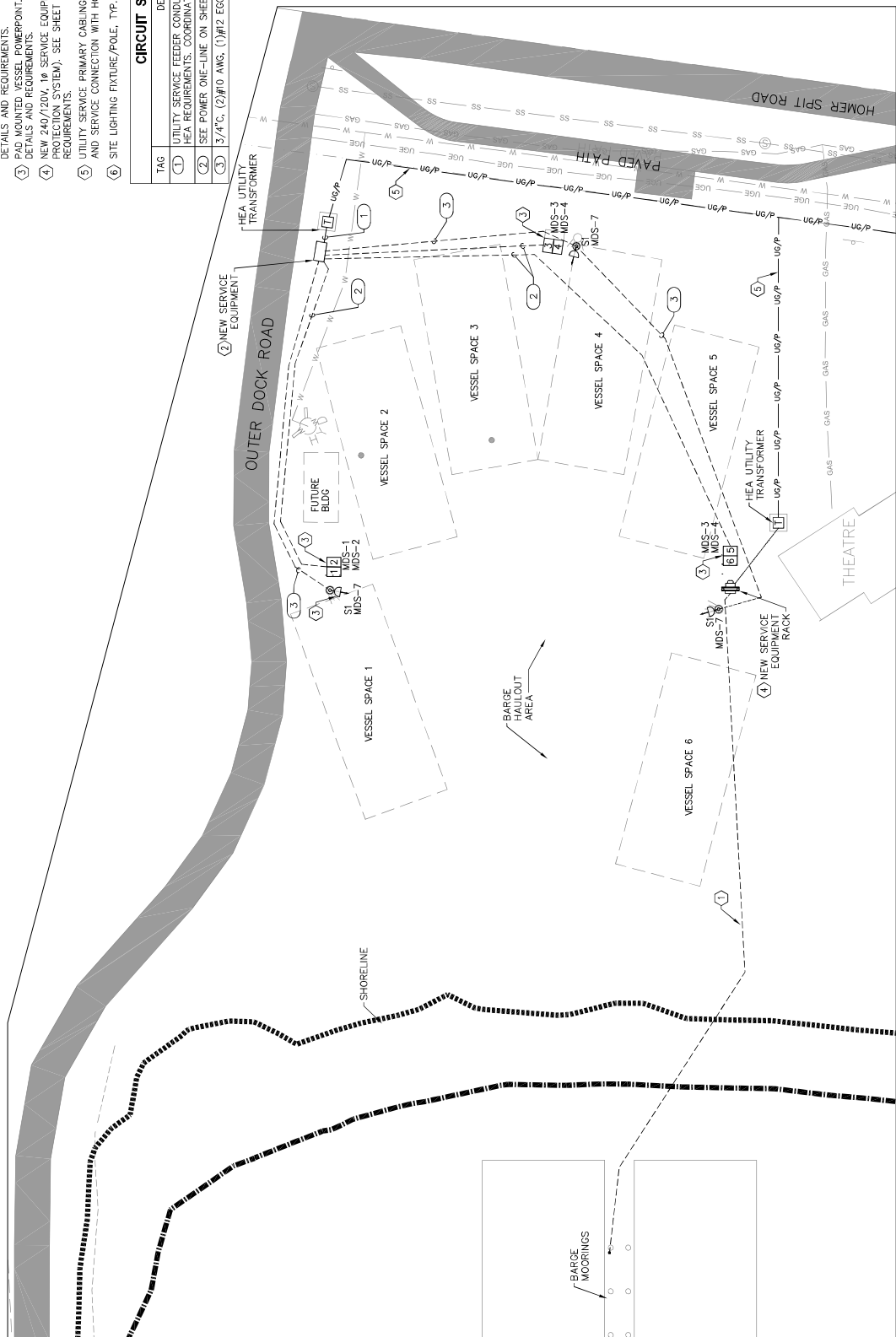
PROJECT NO. _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: JUNE 2020
 SCALES: HORIZ. NOTED
 VERT. NOTED
 SHEET: **E2**
 2 OF 6

SHEET NOTES

- CATHODIC PROTECTION CABLING TO MOORING PILES. PROVIDE CIRCUIT INSTALLATION IN ACCORDANCE WITH CATHODIC PROTECTION CONTRACTOR SHOP DRAWINGS AND SPECIFICATIONS FOR INSTALLATION DETAILS.
- NEW 480Y, 3Ø PAD MOUNTED SERVICE EQUIPMENT AND MAIN DISTRIBUTION SWITCHBOARD, 'MDS'. SEE SHEET E5 FOR EQUIPMENT DETAILS AND REQUIREMENTS.
- PAD MOUNTED VESSEL POWERPOINT. SEE SHEET E4 FOR EQUIPMENT DETAILS AND REQUIREMENTS.
- NEW 240/120V, 1Ø SERVICE EQUIPMENT RACK (FOR CATHODIC PROTECTION SYSTEM). SEE SHEET E5 FOR EQUIPMENT DETAILS AND REQUIREMENTS.
- UTILITY SERVICE PRIMARY CABLING (BY HEA). COORDINATE INSTALLATION AND SERVICE CONNECTION WITH HOMER ELECTRIC ASSOCIATION (HEA).
- SITE LIGHTING FIXTURE/POLE, TYP.. SEE SHEET E1 AND E6 FOR DETAILS.

CIRCUIT SCHEDULE

TAG	DESCRIPTION
(1)	UTILITY SERVICE FEEDER CONDUITS, PROVIDE IN ACCORDANCE WITH HEA REQUIREMENTS. COORDINATE ALL WORK WITH HEA.
(2)	SEE POWER ONE-LINE ON SHEET E3 FOR CIRCUIT DETAILS.
(3)	3/4"Ø, (2) #10 AWG, (1) #12 EGC



1
E2 ELECTRICAL SITE PLAN - NEW WORK
 SCALE: 1"=30'-0"

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

SIEKANIEC/SHAVELSON MOVED THAT THE PORT AND HARBOR COMMISSION SUPPORTS STANDARDIZED ICE RATES WITH A 5% INCREASE.

Chair Matthews noted that it's been 15 years since the last ice increase, and reasoned that inflation is much more than 5% since then.

There was no further discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

9.B. Review of Moorage Agreement

Chair Matthews stated that there haven't been any additional changes made to the code of conduct, and the Commission agreed to postpone this item to the January meeting.

9.C. Property Leasing

Commissioner Shavelson informed the Commission that there are still some amendments he needs to make to the document. He added that he will be bringing a revised version back to the Commission's January meeting after the appropriate changes have been made in the language.

10. NEW BUSINESS

10.A. Advancement of Lighting, Camera, and Energy Grid for the Large Vessel Haul Out Facility

Commissioner Pitzman introduced his memorandum to the Commission. He stated that the point of his memo was to hopefully start working on a smaller project at the Large Vessel Haul Out Facility (one separate from the current project on the Capital Improvement Plan) that focuses on the most important elements that include, but are not limited to:

1. Connecting to the electrical grid for the vessels in a manner similar to the Harbor where you can plug in;
2. Install lighting;
3. Installing cameras;

Discussion ensued regarding the Commission's support for the project, funding for the project, return on investment, and potential benefits that this project would bring to the community.

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

3 City Manager/
4 Economic Development Manager

5 **RESOLUTION 24-024**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 PROVIDING DIRECTION TO THE PORT AND HARBOR ADVISORY
9 COMMISSION AND PARKS, ART, RECREATION AND CULTURE
10 ADVISORY COMMISSION REGARDING THE ANNUAL REVIEW OF
11 THE LAND ALLOCATION PLAN.
12

13 WHEREAS, Chapter 18.08.020(c) requires the City to adopt a land allocation plan; and

14
15 WHEREAS, The property located at 3854 Homer Spit Road, Tract A-1 of the Fishin Hole
16 Sub KPB parcel ID 18103117 is used for several different activities during the year; and

17
18 WHEREAS, The Large Vessel Haul Out Task Force in 2014 recommended the
19 construction of a barge and large vessel haul out facility; and

20
21 WHEREAS, The project has been included in the Capital Improvement Plan since 2015,
22 and the City has subsequently conducted initial engineering and cost estimation; and

23
24 WHEREAS, The property is currently used seasonally for camping and theater
25 productions in the summer, and is leased on an annual basis for the remainder of the year for
26 as a large vessel haul out facility; and

27
28 WHEREAS, In December the Port and Harbor Advisory Commission has expressed
29 interest in development of some features of the Large Vessel Haul Out facility; and

30
31 WHEREAS, The Parks, Art, Recreation and Culture has expressed interest in retaining
32 camping in this location; and

33
34 WHEREAS, The Pier One Theater lease expires in September 2026; and

35
36 WHEREAS, The City will be reviewing the Land Allocation Plan in the coming months,
37 the Comprehensive Plan over the next year, and now is a good time to discuss how the City as
38 a land owner should plan for this property; and

39
40 WHEREAS, It behooves the City to have an open and transparent dialogue about the use
41 and future development of this property and to utilize the Commissions in their respective
42 roles.
43

44 NOW, THEREFORE, BE IT RESOLVED by the Homer City Council requests the Port and
45 Harbor Advisory Commission to:

- 46 1. Review the revenue vs cost of a city run campground on this parcel.
- 47 2. Work with staff to determine the costs of the initial improvements.
- 48 3. Make a recommendation to the City Council on what part of the improvements the City
49 should fund and those that a tenant would fund.
- 50 4. Make a recommendation to the City Council on lease terms that would attract long term
51 private investment to develop the facility.
- 52 5. Respond to Council by the end of calendar year 2024.

53

54 BE IT FURTHER RESOLVED, the Homer City Council requests the Parks, Art, Recreation and
55 Culture Commission:

- 56 1. Consider the future of this property as a City run campground, and consult with Port
57 and Harbor staff with regard to revenue vs cost to operating the campground.
- 58 2. Engage with Pier One Theater about their long term facility plans.
- 59 3. Report back to Council by the end of 2024.

60

61 PASSED AND ADOPTED by the Homer City Council this 12TH day of February, 2024.

62

63

CITY OF HOMER

64

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KEN CASTNER, MAYOR

67

68 ATTEST:

69

70

71 MELISSA JACOBSEN, MMC, CITY CLERK

72

73 Fiscal Note: N/A



MEMORANDUM

City Council Regular Meeting Homer Harbor Expansion General Investigation Champions Report

Item Type: Informational Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: February 6, 2024
From: Council Members Lord and Hansen

We met with staff on Friday, Feb. 2nd to get an update on the Harbor Expansion General Investigation study. We talked over the upcoming release of the President's FY25 (Fiscal Year) budget, sometime in February or March.

The Alaska District requested \$800,000 in the President's FY25 Budget to carry the Homer Harbor Expansion General Investigation Study through the next fiscal year. They say the funds *should be* in the budget, but there is no way to know for sure until the budget is released. Similar to the City and the State budget process, the federal budget process will *begin* with the President's proposed budget being released to Congress. This is step one, and we certainly hope to be included in the President's FY25 budget for the USACE.

Whether or not we are included in that first step, we will want to engage with our Congressional delegation and USACE partners to do what we can for FY25 funding for the GI study. City staff has recently had meetings with USACE Alaska District folks, and we sent the Congressional delegation an update on the GI in early February.

Staff is working on bringing the Council a project timeline/Gantt chart at our next meeting (Feb. 26), taking into account the unknowns about FY25 funding. There are components of the study that may be advantageous to continue working on in the interim (like the sonar and geotechnical sampling), but that will be a decision for the Council to make after thoughtful review and consideration.

Unfortunately, the budgetary unknowns are going to be part and parcel of a federal project like this. We can just look at the continued lack of a FY24 federal budget to know that this isn't an isolated situation, nor about our particular project.

We encourage the Council, the Port & Harbor Commission, and the community to remember we are on a long-haul in a tumultuous time with federal budgets. We know this study will be invaluable for our community regardless of the outcome, and will help us to understand the potential for improving maritime transportation for the entire region. As leaders, we have the opportunity to ensure we are asking questions and engaging with our federal and state partners in positive, productive ways. We would love to hear feedback from the Council on any questions you have or actions you would like to see the City taking in this interim period.

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

3 City Manager/
4 Finance Director

5 **ORDINANCE 24-07**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING THE FY24 CAPITAL BUDGET BY ACCEPTING AND
9 APPROPRIATING AN ALASKA DEPARTMENT OF ENVIRONMENTAL
10 CONSERVATION (ADEC) CLEAN WATER FUND LOAN IN THE
11 AMOUNT OF \$228,704.19 FOR THE TASMANIA COURT SEWER
12 IMPROVEMENT PROJECT.

13
14 WHEREAS, Resolution 21-045(A) authorized the City Manager to apply for a loan from
15 the Alaska Department of Environmental Conservation (ADEC) Clean Water Fund; and

16
17 WHEREAS, The City of Homer was awarded the loan and the City Manager signed a
18 loan agreement (No. 409341) totaling \$287,692 for 20 years; and

19
20 WHEREAS, Resolution 23-108 certified the final assessment roll for the Tasmania Court
21 Sewer Special Assessment District (SAD); and

22
23 WHEREAS, The City submitted a disbursement request to ADEC and those funds have
24 been received.

25
26 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

27
28 Section 1. The Homer City Council hereby amends the FY24 Capital Budget by accepting
29 and appropriating an ADEC Clean Water Fund Loan for Tasmania Court Sewer Improvements
30 in the amount of \$228,704.19 as follows:

31
32

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
215-0011	ADEC Clean Water Fund Loan – Tasmania Court Sewer Improvements	\$228,704.19

33
34
35
36 Section 2. This is a budget amendment ordinance, is temporary in nature, and shall
37 not be codified.

38
39 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this ____ day of _____, 2024.

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42 CITY OF HOMER

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ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

Introduction:

Public Hearing:

Second Reading:

Effective Date:

KEN CASTNER, MAYOR

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

3 City Manager/
4 Public Works Director

5 **RESOLUTION 21-045(A)**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 ACKNOWLEDGING THE SUFFICIENCY OF THE TASMANIA COURT
9 SEWER IMPROVEMENT SPECIAL ASSESSMENT DISTRICT,
10 APPROVING THE IMPROVEMENT PLAN, ESTIMATED COST OF
11 IMPROVEMENT AND ASSESSMENT METHODOLOGY,
12 AUTHORIZING THE CITY MANAGER TO APPLY FOR A LOAN FROM
13 THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
14 CLEAN WATER FUND TO FINANCE THE PROJECT, AND
15 AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE-
16 SOURCE CONTRACT WITH BISHOP ENGINEERING FOR THE
17 DESIGN OF THE SEWER PROJECT.

18
19 WHEREAS, A petition was initiated by Homer City Council within Tasmania Court to
20 form a sewer improvement special assessment district (SAD) by Resolution 21-091(A); and
21

22 WHEREAS, Pursuant to HCC 17.02.050 (b) if owners of real property that would bear 50
23 percent or more of the assessed cost of the improvement file timely written objections, the
24 Council may not proceed with the improvement unless it revises the improvement plan to
25 reduce the assessed cost to less than 50% of the assessed cost of the improvement; and
26

27 WHEREAS, The Tasmania Court Sewer SAD is made up of the same boundary as the
28 Tasmania Court Water SAD that was approved by Resolution 20-083; and
29

30 WHEREAS, The estimated cost of the sewer improvements is \$287,692 with property
31 owners paying 75% (\$215,769) and the Homer Accelerated Water and Sewer Program (HAWSP)
32 paying 25% (\$71,923) of the costs;
33

34 WHEREAS, The deadline to receive written objections was May 23, 2021 and five written
35 objection(s) were received, which equaled more than 50% of the property owners in the
36 district; and
37

38 WHEREAS, The value of the proposed assessments related to these objecting property
39 owners estimated was \$98,075 (5 times \$19,615), which is 34% of the estimated cost of the
40 sewer project; and
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42 WHEREAS, A Public Hearing was held on May 24, 2021; and

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WHEREAS, Council postponed action on May 24th at the request of Public Works in Memorandum 21-085 to allow time for a neighborhood meeting to inform property owners of an Alaska Department of Environmental Conservation Principal Forgiveness subsidy that creates a savings in the Tasmania Court Water SAD thereby reducing the overall cost to property owners for water and sewer improvements; and

WHEREAS, A neighborhood meeting was held on June 3rd and property owners were advised they have until June 13th to consider the new information and provide written withdrawal of their objections; and

WHEREAS, As of June 7, 2021, three property owners have withdrawn their objections, reducing the objections to properties representing 14% of the proposed costs; and

WHEREAS, Council finds the petition bears sufficient support and that the **water sewer** improvement is necessary and to the benefit the following eleven properties that shall be included in the Tasmania Court Sewer Improvement Special Assessment District:

Legal Description	Record Owner	Estimated Assessment
Barnett's South Slope Sub. Lot 2 Block 2	Evans	\$20,200
Barnett's South Slope Sub. Lot 2 Block 2	Evans	\$20,200
Crandall Addn. No. 2 Lot 5-A-1	Crandall	\$20,200
Crandall Addn. No. 2 Lot 6-A-1	Crandall	\$20,200
Barnett's South Slope Sub. Lot 11 Block 1	Sjostedt	\$20,200
Barnett's South Slope Sub. Lot 12 Block 1	Marley	\$20,200
Barnett's South Slope Sub. Lot 13 Block 1	Marley	\$20,200
Barnett's South Slope Sub. Lot 14 Block 1	O'Neill	\$20,200
Barnett's South Slope Sub. Lot 15 Block 1	Fell	\$20,200
Fell Addn Lot 16-A	Fell	\$20,200
Barnett's South Slope Sub. Lot 17 Block 1	Sumption	\$20,200

WHEREAS, The eleven properties will be assessed through an equal share methodology as identified in the table above.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska does hereby:

1. Acknowledge the sufficiency of the Tasmania Court Sewer SAD; and

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 23-108

A RESOLUTION OF THE HOMER CITY COUNCIL CONFIRMING THE ASSESSMENT ROLL, ESTABLISHING DATES FOR PAYMENT OF SPECIAL ASSESSMENTS AND ESTABLISHING DELINQUENCY, PENALTY, AND INTEREST PROVISIONS FOR THE TASMANIA COURT WATER AND SEWER IMPROVEMENT SPECIAL ASSESSMENT DISTRICT

WHEREAS, In compliance with Homer City Code Chapter 17, Improvement Districts, the Homer City Council created the Tasmania Court Water Assessment Roll on September 28, 2020 with Resolution 20-083 and the Tasmania Court Sewer Special Assessment District on June 14, 2021 with Resolution 21-045(A); and

WHEREAS, The Notice of Public Hearing and Notice of Right to Object dated August 21, 2023 was mailed to property owners in the district advising that written objections must be filed with the City Clerk no later than September 11, 2023; and

WHEREAS, A second Notice of Public Hearing and Right to Object dated September 12, 2023 was mailed to property owners advising a page was omitted from the original notice and that written objections must be filed with the City Clerk no later than September 25, 2023; and

WHEREAS, Public Hearings were held on September 11 and 25, 2023 to hear objections to the final assessment roll; and

WHEREAS, One objection was filed on September 7, 2023 by Bryan and Ginny Evans; and

WHEREAS, The final assessment roll as presented by the City Clerk is attached hereto as Attachment A, is hereby confirmed as the official assessment roll for the Tasmania Court Water and Sewer Special Assessment Districts and the Mayor and Clerk shall be directed to sign same.

NOW, THEREFORE, BE IT RESOLVED that on or before 5:00 p.m. on February 1, 2024 all assessments in the Tasmania Court Water and Sewer Special Assessment District shall become due and payable in full. All assessments not paid in full by this date shall be considered delinquent and in default and shall have added a penalty the rate of ten and one half percent (10.5%) per annum until paid. Should default occur, the City of Homer will institute a civil action for a foreclosure of the assessment lien. Foreclosure shall be against all property on which assessments are in default. All costs including collection and legal fees resulting from such action, shall be added and incorporated into the assessed amount due plus interest and

45 penalties and shall be reimbursed from the proceeds of foreclosure sale of the assessed real
46 property.

47

48 BE IT FURTHER RESOLVED that an optional twenty (20) year payment plan for the water
49 and sewer assessments is offered whereby the assessments may be paid in equal yearly
50 installments plus interest of one and one half percent (1.5%) per annum on the unpaid balance
51 of the assessment. The first such installment shall be due and payable without interest on or
52 before 5:00 p.m. February 1, 2024 and each installment thereafter shall be due on or before
53 February 1 of each year, plus interest on the unpaid balance of the assessment. If any annual
54 installment payment is not received when due, the entire outstanding principle amount of the
55 assessment shall be in default and shall be immediately due and payable. The entire
56 outstanding assessment principle (including the annual installment) shall have added a
57 penalty of ten and one half percent (10.5%) on the outstanding principle. The principle shall
58 draw an additional interest at the rate of ten and one half percent (10.5%) per annum until
59 paid. Should default occur, the City will institute civil action for foreclosure of the assessment
60 lien. Foreclosure shall be against all property on which assessments are in default. All costs
61 including collection and legal fees resulting from such action shall be added and incorporated
62 into the assessed amount due plus interest and penalties, and shall be reimbursed from the
63 proceeds of foreclosure sale of the assessed real property.


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65 PASSED AND ADOPTED by the Homer City Council on this 9th day of October, 2023.

66

67

CITY OF HOMER



KEN CASTNER, MAYOR

68

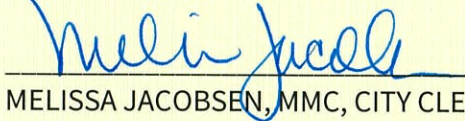
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71 ATTEST:

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MELISSA JACOBSEN, MMC, CITY CLERK

74

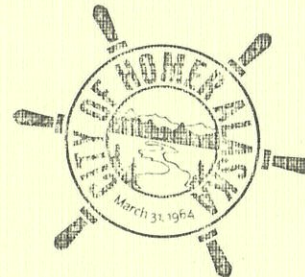
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Fiscal Note: Total design and construction project costs are \$246,104.43 for water improvement and \$304,938.97 for sewer improvement. Assessment methodology is equal shares and the cost per parcel is \$16,779.85 for water and \$20,791.29 sewer.





MEMORANDUM

**Ordinance 24-08, An Ordinance of the City Council of Homer, Alaska Amending the FY24/25 Operating Budget to Provide for Necessary Adjustments Connected to the Creation of an Exempt Wage Scale.
City Manager.**

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 17, 2024
From: Andrea Browning, Personnel Director
Through: Rob Dumouchel, City Manager

At the January 8, 2024 work session the Council discussed the movement of exempt employees to a separate wage scale, to ensure the City's competitiveness when recruiting for leadership positions and to ease a wage compression issue which has built up within the current wage scale. During the work session, the Council requested the Administration return at the next regular meeting with an ordinance for consideration which would implement a separate wage scale for exempt employees and increases current exempt salaries 9% in FY24 and an additional two percent (to total 11% total) with the FY25 budget.

Overview

When the City of Homer's 2022 Salary and Benefits Survey/ Parity Study was completed, it identified two major issues pertaining to exempt¹ employees and pay:

1. Multiple positions were identified as "entry salary for position is low, the ending salary for position is significantly low."
2. There is significant wage compression, which means that exempt employees are not adequately compensated for the significant experience and training that we require for their positions

Background

Wage compression: Wage compression is a compensation issue that develops over time. It occurs when there is little difference in pay between employees regardless of difference in their respective

¹ Exempt employees are salaried employees who are not eligible for overtime, with certain limited exceptions like during emergency declarations (Homer Personnel Regulations 5.9.3)

knowledge, skills, and abilities. The COH has only added two additional ranges to the wage scale in the past 15+ years and organizational wage compression issues have become more acute in the last few years.

During this time, the non-department head supervisory positions have grown to require greater knowledge/education, skills, training, and experience. Those positions have climbed up the ranges on the wage scale, and been compensated appropriately. However, due to the wage scale being limited by max ranges, the base compensation rate difference between what Department Heads and some second-in-command or Division Heads earn is minimal- even though we require significantly more experience and training for our leadership positions.

The base rate of pay for the second-in-command (#2's) at departments is between 5-13% lower than the Department Head. However, the non-exempt employees are eligible for overtime. This means that our second-in-command positions have the potential to earn more per year than their Department Heads by working a minimal amount of overtime.

Parity, Recruitment, and Retention: Future recruitments for exempt positions are expected to be difficult, and retention could also become an issue, if we do not address parity and wage compression soon. Many starting/ ending salaries for exempt positions in the City remain lower than what is being offered by other comparable municipalities. City of Homer exempt employees are making 83% of the average starting wage for comparable positions on the peninsula and 90% of the average wage at the top end of our pay scales.

Affected Positons: There are 13 exempt positions (not including the City Manager) which comprise our leadership team for the City of Homer:

- Chief Technology Officer (IT)
- City Clerk
- City Planner
- Community Recreation Manager
- Economic Development Manager
- Finance Director
- Fire Chief
- HR Director
- Library Director
- Police Chief
- Port Director
- PW Director
- Special Projects Coordinator

Proposed Solution for Exempt Employee Wage Issues

Based on feedback from the City Council, Administration is recommending the creation of a separate wage scale for exempt employees and an increase in wages of 9% in FY24 and an additional 2% in FY25. The estimated fiscal impact for FY24 is \$72,697

Staff Recommendation: Introduce and adopt Ordinance 24-08

**CITY OF HOMER
FINANCIAL SUPPLEMENT**

PROJECT NAME	<u>Exempt Wage Scale</u>	DATE	<u>01/18/2024</u>
DEPARTMENT	<u>Administration</u>	SPONSOR	<u>City Manager/Personnel Director</u>
REQUESTED AMOUNT	<u>\$ 294,341</u>		

DESCRIPTION	<p>The 2022 Salary and Benefits Survey identified two major issues pertaining to exempt employee pay. The entry salaries for exempt employees and the ending rate of pay for exempt employees are significantly low, in regard to parity with other central peninsula municipal positions. Wage compression and range limitations do not allow for exempt employees to be adjusted on the current wage scale to higher rates of pay.</p> <p>The City Council held a work session on January 8, 2024 and discussed moving the exempt employees to a separate wage scale that would reflect a 9% overall increase in salaries in FY24 and another 2% increase (to total 11%) effective FY25.</p>
--------------------	--

FUNDING SOURCE(S)	GF Unassigned FB	GF CARMA	GF FLEET CARMA	Port Operations FB	WATER CARMA
	84%	0%	0%	12%	0%
	HAWSP	HART-ROADS	HART-TRAILS	Utility Operations FB	SEWER CARMA
	0%	0%	0%	4%	0%

FUNDING SOURCE 1: General Fund Unassigned Fund Balance (100)	FUNDING SOURCE 2: Utility Operations Fund Balance (200)	FUNDING SOURCE 3: Port Operations Fund Balance (400)
Current Balance <u>\$ 4,763,162</u>	Current Balance <u>\$ 1,446,393</u>	Current Balance <u>\$ 1,798,814</u>
Encumbered <u>\$ 1,178,377</u>	Encumbered <u>\$ 208,716</u>	Encumbered <u>\$ 0</u>
Requested Amount <u>\$ 247,159</u>	Requested Amount <u>\$ 11,864</u>	Requested Amount <u>\$ 35,318</u>
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda <u>\$ 0</u>
Remaining Balance <u>\$ 3,337,626</u>	Remaining Balance <u>\$ 1,225,813</u>	Remaining Balance <u>\$ 1,763,496</u>
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

The Operations (General Fund, Utility and Port) fund balances can fluctuate significantly throughout the fiscal year based on seasonal revenues, expenditure patterns and timing of year end transfers.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Personnel Director

ORDINANCE 24-08

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FY24/25 OPERATING BUDGET TO PROVIDE FOR
NECESSARY ADJUSTMENTS CONNECTED TO THE CREATION OF
AN EXEMPT WAGE SCALE.

WHEREAS, The 2022 Salary and Benefits Survey identified two major issues pertaining to exempt employee pay: and

WHEREAS, The entry salaries for exempt employees and the ending rate of pay for exempt employees are significantly low, in regard to parity with other central peninsula municipal positions; and

WHEREAS, Wage compression and range limitations do not allow for exempt employees to be adjusted on the current wage scale to higher rates of pay; and

WHEREAS, The City Council held a work session on January 8, 2024 and discussed moving the exempt employees to a separate wage scale that would reflect a 9% overall increase in salaries in FY24 and another 2% increase (to total 11%) effective FY25.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY24 Operating Budget for the General Fund by \$61,028 as follows:

Revenue:

<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
100-0099-4990	Draw on Fund Balance – Balance Budget	\$68,377	\$129,405

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
100-0101-5101	Salary and Wages	\$258,254	\$262,680
100-0101-5102	Fringe Benefits	\$136,014	\$137,348
100-0110-5101	Salary and Wages	\$365,953	\$368,039
100-0110-5102	Fringe Benefits	\$178,180	\$178,808
100-0111-5101	Salary and Wages	\$116,329	\$120,708

	<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
43				
44	100-0111-5102	Fringe Benefits	\$54,458	\$55,778
45	100-0112-5101	Salary and Wages	\$176,179	\$180,290
46	100-0112-5102	Fringe Benefits	\$94,551	\$95,790
47	100-0113-5101	Salary and Wages	\$264,903	\$268,994
48	100-0113-5102	Fringe Benefits	\$138,019	\$139,252
49	100-0115-5101	Salary and Wages	\$96,628	\$100,266
50	100-0115-5102	Fringe Benefits	\$52,363	\$53,605
51	100-0120-5101	Salary and Wages	\$498,744	\$503,350
52	100-0120-5102	Fringe Benefits	\$256,981	\$258,370
53	100-0130-5101	Salary and Wages	\$175,752	\$179,743
54	100-0130-5102	Fringe Benefits	\$91,756	\$92,960
55	100-0145-5101	Salary and Wages	\$398,560	\$402,393
56	100-0145-5102	Fringe Benefits	\$236,462	\$237,618
57	100-0150-5101	Salary and Wages	\$230,830	\$233,525
58	100-0150-5102	Fringe Benefits	\$133,748	\$134,676
59	100-0151-5101	Salary and Wages	\$275,399	\$276,297
60	100-0151-5102	Fringe Benefits	\$164,599	\$164,908
61	100-0152-5101	Salary and Wages	\$275,399	\$276,297
62	100-0152-5102	Fringe Benefits	\$164,599	\$164,908
63	100-0160-5101	Salary and Wages	\$115,624	\$119,538
64	100-0160-5102	Fringe Benefits	\$40,966	\$42,287
65	100-0164-5101	Salary and Wages	\$347,509	\$348,200
66	100-0164-5102	Fringe Benefits	\$201,102	\$201,335
67	100-0170-5101	Salary and Wages	\$77,244	\$78,345
68	100-0170-5102	Fringe Benefits	\$44,846	\$45,206
69	100-0175-5101	Salary and Wages	\$90,666	\$90,886
70	100-0175-5102	Fringe Benefits	\$58,481	\$58,553
71	100-0176-5101	Salary and Wages	\$133,008	\$133,229
72	100-0176-5102	Fringe Benefits	\$81,067	\$81,139
73	100-0177-5101	Salary and Wages	\$114,959	\$115,620
74	100-0177-5102	Fringe Benefits	\$68,558	\$68,774

75

76 Section 2. The Homer City Council hereby amends the FY24 Operating Budget for the
 77 Utility Operations Fund by \$2,923 as follows:

78

79 **Revenue:**

	<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
80				
81	200-XXX-XXXX	Draw on Fund Balance –	\$0	\$2,923
82		Balance Budget		

83

84

85	Expenditure:			
86	<u>Account:</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
87	200-0400-5101	Salary and Wages	\$116,670	\$117,111
88	200-0400-5102	Fringe Benefits	\$68,569	\$68,713
89	200-0401-5101	Salary and Wages	\$200,774	\$201,214
90	200-0401-5102	Fringe Benefits	\$120,552	\$120,696
91	200-0404-5101	Salary and Wages	\$143,850	\$144,070
92	200-0404-5102	Fringe Benefits	\$88,314	\$88,386
93	200-0500-5101	Salary and Wages	\$116,670	\$117,111
94	200-0500-5102	Fringe Benefits	\$68,569	\$68,713
95	200-0501-5101	Salary and Wages	\$209,890	\$210,110
96	200-0501-5102	Fringe Benefits	\$127,427	\$127,499
97	200-0503-5101	Salary and Wages	\$99,209	\$99,429
98	200-0503-5102	Fringe Benefits	\$60,374	\$60,446
99	200-0504-5101	Salary and Wages	\$144,269	\$144,490
100	200-0504-5102	Fringe Benefits	\$89,414	\$89,486

101
 102 Section 3. The Homer City Council hereby amends the FY24 Operating Budget for the
 103 Port Operations Fund by \$8,747 as follows:

104	Revenue:			
105	<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
106	400-0600-4990	Draw on Fund Balance –	\$0	\$8,747
107		Balance Budget		

108	Expenditure:			
109	<u>Account:</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
110	400-0600-5101	Salary and Wages	\$342,493	\$346,600
111	400-0600-5102	Fringe Benefits	\$203,727	\$205,049
112	400-0601-5101	Salary and Wages	\$452,312	\$454,019
113	400-0601-5102	Fringe Benefits	\$276,665	\$277,250
114	400-0602-5101	Salary and Wages	\$30,564	\$30,788
115	400-0602-5102	Fringe Benefits	\$18,230	\$18,307
116	400-0603-5101	Salary and Wages	\$275,102	\$275,326
117	400-0603-5102	Fringe Benefits	\$187,976	\$188,053
118	400-0604-5101	Salary and Wages	\$42,530	\$42,755
119	400-0604-5102	Fringe Benefits	\$26,485	\$26,562
120	400-0615-5101	Salary and Wages	\$45,479	\$45,569
121	400-0615-5102	Fringe Benefits	\$29,096	\$29,127

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 125 Section 4. The Homer City Council hereby amends the FY25 Operating Budget for the
 126 General Fund by \$186,131 as follows:

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Revenue:

<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
100-0099-4990	Draw on Fund Balance – Balance Budget	\$0	\$186,131

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
100-0101-5101	Salary and Wages	\$264,134	\$277,482
100-0101-5102	Fringe Benefits	\$139,947	\$143,972
100-0110-5101	Salary and Wages	\$372,505	\$378,884
100-0110-5102	Fringe Benefits	\$182,174	\$184,042
100-0111-5101	Salary and Wages	\$119,819	\$133,215
100-0111-5102	Fringe Benefits	\$55,178	\$59,100
100-0112-5101	Salary and Wages	\$179,502	\$191,889
100-0112-5102	Fringe Benefits	\$97,061	\$100,797
100-0113-5101	Salary and Wages	\$272,902	\$285,416
100-0113-5102	Fringe Benefits	\$142,591	\$146,364
100-0115-5101	Salary and Wages	\$99,527	\$110,654
100-0115-5102	Fringe Benefits	\$53,083	\$56,771
100-0120-5101	Salary and Wages	\$511,185	\$525,275
100-0120-5102	Fringe Benefits	\$261,999	\$266,124
100-0130-5101	Salary and Wages	\$180,939	\$193,698
100-0130-5102	Fringe Benefits	\$93,758	\$97,493
100-0145-5101	Salary and Wages	\$412,255	\$423,983
100-0145-5102	Fringe Benefits	\$244,911	\$248,448
100-0150-5101	Salary and Wages	\$237,658	\$245,907
100-0150-5102	Fringe Benefits	\$137,376	\$140,133
100-0151-5101	Salary and Wages	\$284,393	\$287,142
100-0151-5102	Fringe Benefits	\$170,041	\$170,960
100-0152-5101	Salary and Wages	\$284,393	\$287,142
100-0152-5102	Fringe Benefits	\$170,041	\$170,960
100-0160-5101	Salary and Wages	\$119,092	\$131,070
100-0160-5102	Fringe Benefits	\$41,038	\$44,963
100-0164-5101	Salary and Wages	\$358,292	\$360,405
100-0164-5102	Fringe Benefits	\$206,259	\$206,951
100-0170-5101	Salary and Wages	\$79,475	\$82,844
100-0170-5102	Fringe Benefits	\$46,310	\$47,411
100-0175-5101	Salary and Wages	\$93,293	\$93,967
100-0175-5102	Fringe Benefits	\$60,359	\$60,580
100-0176-5101	Salary and Wages	\$137,397	\$138,071
100-0176-5102	Fringe Benefits	\$83,896	\$84,116

	<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
169				
170	100-0177-5101	Salary and Wages	\$118,305	\$120,327
171	100-0177-5102	Fringe Benefits	\$70,803	\$71,464
172				

173 Section 5. The Homer City Council hereby amends the FY25 Operating Budget for the
 174 Utility Operations Fund by \$8,942 as follows:

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 176 **Revenue:**

	<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
177				
178	200-xxxx-xxxx	Draw on Fund Balance –	\$0	\$8,942
179		Balance Budget		
180				

181 **Expenditure:**

	<u>Account:</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
182				
183	200-0400-5101	Salary and Wages	\$120,308	\$121,656
184	200-0400-5102	Fringe Benefits	\$70,842	\$71,282
185	200-0401-5101	Salary and Wages	\$207,046	\$208,394
186	200-0401-5102	Fringe Benefits	\$123,932	\$124,372
187	200-0404-5101	Salary and Wages	\$148,419	\$149,093
188	200-0404-5102	Fringe Benefits	\$91,092	\$91,312
189	200-0500-5101	Salary and Wages	\$120,308	\$121,656
190	200-0500-5102	Fringe Benefits	\$70,842	\$71,282
191	200-0501-5101	Salary and Wages	\$216,458	\$217,132
192	200-0501-5102	Fringe Benefits	\$131,005	\$131,225
193	200-0503-5101	Salary and Wages	\$102,298	\$102,972
194	200-0503-5102	Fringe Benefits	\$62,173	\$62,393
195	200-0504-5101	Salary and Wages	\$148,888	\$149,562
196	200-0504-5102	Fringe Benefits	\$92,297	\$92,518
197				

198 Section 6. The Homer City Council hereby amends the FY25 Operating Budget for the
 199 Port Operations Fund by \$26,572 as follows:

200
 201 **Revenue:**

	<u>Account</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
202				
203	400-xxxx-xxxx	Draw on Fund Balance –	\$0	\$26,572
204		Balance Budget		
205				

206 **Expenditure:**

	<u>Account:</u>	<u>Description</u>	<u>Original</u>	<u>Amended</u>
207				
208	400-0600-5101	Salary and Wages	\$352,563	\$365,129
209	400-0600-5102	Fringe Benefits	\$209,428	\$213,355
210	400-0601-5101	Salary and Wages	\$465,988	\$471,213



MEMORANDUM

Ordinance 24-09, An Ordinance of the City Council of Homer, Alaska Adopting the Revised Port and Harbor Tariff No. 1. City Manager/Port Director.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: December 19, 2023
From: Bryan Hawkins, Port Director
Through: Rob Dumouchel, City Manager

Staff conduct an annual review of our Port of Homer Tariff No. 1 to make sure it reflects our current policies and rates, submitting any prospective changes to the City for review and approval. The following information listed below pertains to this year's proposed edits/changes.

Policies

- Work Skiffs [RULE 28.2]- removal- Currently there is an exception regarding seine skiffs that results in an unfair application of our rate structure which, as a public entity, we need to correct. Additionally, it actually costs us money not to charge them money, because it's extra staff time and work to track and remove the standard automatically generated billing charges that are part of our built in moorage rate structure. We provide the same services to all boats moored within the harbor, including seine skiffs, and we need to be charging use within the harbor equably for all users.
- Marine Haul Out Facility [RULE 38]- additional wording- To operate a facility like the large vessel marine haul out facility the City must hold several permits and follow DEC and safety regulations or risk getting shut down. Staff have noticed an increase in the need for compliance enforcement/assurance in regards to facility users. The added language to the tariff reiterate current best management practices for the facility. Moving forward, if a vessel/user of the facility is found to be out of compliance (i.e. not filing/having an approved work plan ahead of time, or not following the required environmental or safety best management practices needed, etc.) it will mean a full work stoppage, enforced by port staff, with no one allowed to access the vessel until the deficiency has been corrected.
- Load & Launch Ramp-additional wording- During discussion at their meeting, the port and harbor advisory commission recommended that seasonal launch passes be designated as for recreational users, and not available for commercial vessels and vessel transport companies that are running a business while utilizing the L&L facility to do so.

Fees

- Insufficient funds check fee \$50- adding fee- A bounced check causes a significant amount of city finance and port finance staff time to reconcile. We do not currently have a penalty fee for an insufficient funds check.
- Electric metered connect/disconnect fee for Reserved stalls- removal of fee- For reserved stalls with electric meters, currently the rate for electric use is \$23.95/month + electrical usage charge per kilowatt. If a reserved stall holder is going to be gone from the harbor for extended periods of time they can freeze the \$23.95 flat rate monthly charge by putting in a notice of vacancy and paying a \$28.80 connect/disconnect fee. This fee is often confusing for customers, but also makes it not worth it to file a notice of vacancy unless a tenant boat is going to be gone for more than 2 months. In our currently crowded harbor conditions we would like to promote an easy, high level of communication on when stalls might be vacant to best utilize limited resources. Removing the fee for putting in a notice of vacancy encourages, by financial incentive, a stall lessee to let us know when they plan to not use their reserved stall for even just 30 days.
- Ice Rates- standardize fee- Currently we have a discounted rate scale for companies that purchase large volumes of ice with discounts starting at 101 tons in a single season. In practice, this only applies to one to two customers per year. Our software for managing ice and crane had to be updated this year, and with that update we lost the ability to track graduated ice rates. In addition, ice rates haven't been raised or adjusted since 2009. Even at the standard rate, it is most likely set too low for the current inflation adjustment and market. A detailed review of ice production costs and rates is on the staff's winter task list with changes to the ice rate possible for the 24/25 season in about a year based on today's market.
- Ice Rates increase- The Port Advisory commission recommended a 5% increase to ice rates in addition to the proposal above. Staff supports this, but need to explore the ice plant tracking and port billing software systems to see if there is a compatible way to apply the increase. If a software programming solution is found, staff tentatively plans to implement the increase with the next tariff edit (winter of 2024/2025)
- Tow/ Harbor Labor- increase fee - The fee for harbor labor has not been increased in about a decade. Updated payroll numbers provided from City Hall lead staff to recommend an increase to \$200 per hour to better represent what it truly costs the port to provide those services.
- Rate for hazardous material/oil disposal- \$50/per drum- decrease fee- Providing safe disposal options for these materials is part of our clean harbor initiative. Our current rate scale allows for disposal of small amounts (less than 25 gallons) by vessel owners for free at the collection stations, and charges a per gallon rate for amounts over 25 gallons. It was suggested that we impose a flat rate fee for disposal of oil, per 55 gallon drum, since the current fee structure incentivizes behavior that increases the risk of contamination, including decanting oil into 5 gallon buckets and carrying them up the ramp by hand. Cost per drum is proposed at a rate that would make it cheaper to deliver the drum to the designated area at the harbor maintenance facility by appointment, than it would be to pay vessel crew time to attempt to dispose of oil by hand in 25 gallon or less increments daily. It also makes visual enforcement and billing easier.

- Parking, annual and seasonal passes- decrease fee- The current system for annual long term and seasonal fee pay passes is open to abuse. Two vehicles can be added to one pass with the understanding that the pass will only cover one vehicle at a time, but there is no way to ensure compliance with the rule. The new proposed method simplifies the process to one pass for one vehicle and lowers the cost of each pass from \$200 & \$250 respectively to \$150 for either.
- Launch Ramp Daily rate- increase fee- Increase single launch rate to \$25 (\$13 for launch/ \$12 for parking levy)
- Launch Ramp Passes- increase fee- Annual launch passes are set at an equal cost of 10 daily launches. With the daily rate change, the annual has been scaled accordingly, equaling \$250 for an annual launch ramp pass
- Wood and steel grid- increase fee- The port and harbor advisory commission suggested doubling the rates for the use of the grids. These grids have increasing maintenance due to age and haven't have the rates adjusted in many years.

The port and harbor advisory commission reviewed and discussed the proposed tariff changes at their September, October, November, and December meetings. At their December 13 2023 meeting the commission made the following motion supporting changes (full meeting minutes also included as attachment):

The Commission with the help of its consulting members reviewed the proposed tariff changes.

SHAVELSON/SIEKANIEC MOVED THAT THE PORT AND HARBOR COMMISSION RECOMMEND TO THE HOMER CITY COUNCIL TO ADOPT THE FOLLOWING CHANGES TO PORT TARIFF NUMBER 1 AS THOSE ARE ENUMERATED IN THE OCTOBER 27TH, 2023 MEMORANDUM FROM PORT DIRECTOR HAWKINS TO THE PORT AND HARBOR ADVISORY COMMISSION, INCLUDING:

1. INSUFFICIENT FUNDS CHECK FEE
2. ELECTRIC METERED CONNECTION FEE
3. TOW AND HARBOR FEE
4. SKIFF RATE FEE
5. HAZARDOUS/OIL DISPOSAL FEE TO INCLUDE \$50 PER BARREL FOR OIL, \$8 PER GALLON FOR ANTIFREEZE AND \$6 PER GALLON (IN DRUMS) FOR OILY WATER AND BILGE WATER
6. ANNUAL AND SEASONAL PARKING PASS FEES OF \$150
7. LAUNCH RAMP FEE TO INCLUDE \$25 PER LAUNCH WITH EXEMPTIONS FOR RESERVED STALL HOLDERS OR ANNUAL MOORAGE HOLDERS AND A \$250 ANNUAL PASS FOR RECREATIONAL USERS
8. INCREASED WOOD AND STEEL GRID FEES
9. REMOVAL OF THE WORK SKIFF EXEMPTION RULE
10. ADDITIONAL RULES FOR MARINE HAUL OUT FACILITIES

Recommendation

Council approval of Ordinance 24-09 adopting the proposed changes to Tariff No. 1.

Attachment : December 13 2023 PHC Meeting Minutes

1. CALL TO ORDER, 5:30 P.M.

Session 23-11, a Regular Meeting of the Port and Harbor Advisory Commission was called to order by Chair Crisi Matthews at 5:31 p.m. on December 13, 2023 in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

PRESENT: COMMISSIONERS MATTHEWS, PITZMAN, SIEKANIEC, SHAVELSON, VELSKO, ZEISET

ABSENT: COMMISSIONER FRIEND (EXCUSED)

CONSULTING: MAYOR CASTNER, PORT DIRECTOR HAWKINS, PORT ADMINISTRATIVE SUPERVISOR WOODRUFF

STAFF: DEPUTY CITY CLERK PETTIT

2. AGENDA APPROVAL

ZEISET/SIEKANIEC MOVED TO APPROVE THE AGENDA AS WRITTEN.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

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

Mike Jones, city resident, voiced that the conversation pertaining to harbor expansion needs to reinforce the ideas of green energy and fish passage. He added that the Port and Harbor needs to create an environment where they aren't taking on additional risks in regards to the expansion project. Lastly, he made himself available at the Commission's will in hopes of being invited back for a speaker's presentation in the near future.

4. RECONSIDERATION

5. APPROVAL OF MINUTES

5.A. Unapproved November 8, 2023 PHC Minutes

SIEKANIEC/VELSKO MOVED TO APPROVE THE MINUTES OF THE NOVEMBER 8, 2023 REGULAR MEETING.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

6. VISITORS/PRESENTATIONS

7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS

- 7.A. Port Finance/Budget Report – FYTD Report for December 2023
- 7.B. Port & Harbor Staff Report – December 2023

Commissioners volunteered themselves for the 2024 City Council Meetings through the end of March as follows:

- January 8th – Commissioner Velsko
- January 22nd – Commissioner Shavelson
- February 12th – Commissioner Siekaniec
- February 26th – Commissioner Pitzman
- March 11th – Commissioner Shavelson
- March 26th – Commissioner Shavelson

- 7.C. Homer Marine Trades Association (HTMA) Report

Commissioner Zeiset briefed the Commission on the Homer Marine Trades Association Report. He outlined courses available at the college in addition to scholarships that are available.

8. PUBLIC HEARING(S)

9. PENDING BUSINESS

- 9.A. Terminal Tariff

The Commission with the help of its consulting members reviewed the proposed tariff changes.

SHAVELSON/SIEKANIEC MOVED THAT THE PORT AND HARBOR COMMISSION RECOMMEND TO THE HOMER CITY COUNCIL TO ADOPT THE FOLLOWING CHANGES TO PORT TARIFF NUMBER 1 AS THOSE ARE ENUMERATED IN THE OCTOBER 27TH, 2023 MEMORANDUM FROM PORT DIRECTOR HAWKINS TO THE PORT AND HARBOR ADVISORY COMMISSION, INCLUDING:

1. INSUFFICIENT FUNDS CHECK FEE
2. ELECTRIC METERED CONNECTION FEE
3. TOW AND HARBOR FEE
4. SKIFF RATE FEE
5. HAZARDOUS/OIL DISPOSAL FEE TO INCLUDE \$50 PER BARREL FOR OIL, \$8 PER GALLON FOR ANTIFREEZE AND \$6 PER GALLON (IN DRUMS) FOR OILY WATER AND BILGE WATER
6. ANNUAL AND SEASONAL PARKING PASS FEES OF \$150
7. LAUNCH RAMP FEE TO INCLUDE \$25 PER LAUNCH WITH EXEMPTIONS FOR RESERVED STALL HOLDERS OR ANNUAL MOORAGE HOLDERS AND A \$250 ANNUAL PASS FOR RECREATIONAL USERS
8. INCREASED WOOD AND STEEL GRID FEES
9. REMOVAL OF THE WORK SKIFF EXEMPTION RULE
10. ADDITIONAL RULES FOR MARINE HAUL OUT FACILITIES

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

SIEKANIEC/SHAVELSON MOVED THAT THE PORT AND HARBOR COMMISSION SUPPORTS STANDARDIZED ICE RATES WITH A 5% INCREASE.

Chair Matthews noted that it's been 15 years since the last ice increase, and reasoned that inflation is much more than 5% since then.

There was no further discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

9.B. Review of Moorage Agreement

Chair Matthews stated that there haven't been any additional changes made to the code of conduct, and the Commission agreed to postpone this item to the January meeting.

9.C. Property Leasing

Commissioner Shavelson informed the Commission that there are still some amendments he needs to make to the document. He added that he will be bringing a revised version back to the Commission's January meeting after the appropriate changes have been made in the language.

10. NEW BUSINESS

10.A. Advancement of Lighting, Camera, and Energy Grid for the Large Vessel Haul Out Facility

Commissioner Pitzman introduced his memorandum to the Commission. He stated that the point of his memo was to hopefully start working on a smaller project at the Large Vessel Haul Out Facility (one separate from the current project on the Capital Improvement Plan) that focuses on the most important elements that include, but are not limited to:

1. Connecting to the electrical grid for the vessels in a manner similar to the Harbor where you can plug in;
2. Install lighting;
3. Installing cameras;

Discussion ensued regarding the Commission's support for the project, funding for the project, return on investment, and potential benefits that this project would bring to the community.

11. INFORMATIONAL MATERIALS

- 11.A. Port Operations Report
- 11.B. December City Newsletter
- 11.C. November City Manager’s Report to Council

12. COMMENTS OF THE AUDIENCE (3 minute time limit)

Mike Jones, city resident, stated that there may be some value in the discussion about short power versus generator power both a cost saving perspective to the users, but also from an emissions perspective. He warned the Commission to double check themselves on the unintended consequences of eliminating the annual pass for non-recreational users of the Harbor. Lastly, he suggest the Commission communicate the CPI change associated with a mooring rate increase, adding that this would also set up the conversations for the ice rates.

13. COMMENTS OF THE CITY STAFF

Deputy City Clerk Pettit apologized to the Commission for the last-minute cancellation of the schedule work session. He thanked the Commission for a good meeting.

Port Director Hawkins spoke briefly to the Large Vessel Haul Out Facility project, noting that breaking out the electrical cost as a separate project would make it a nice package. He added that the Alaska Association of Harbormasters is going to be offering \$15,000 worth of scholarships, and that the scholarships will be advertised before Christmas break.

Port Administrative Supervisor Woodruff thanked the Commission for a great meeting. She said that there are ongoing conversations about partnering with the Guiding Homer’s Growth Group to bring a documentary about the cruise ship industry in Sitka to Homer sometime in the first quarter of 2024.

14. COMMENTS OF THE MAYOR

Mayor Castner noted the difference between extending utilities like water, sewer and power to the City downtown versus down to the Harbor. He thanked Chair Matthews for dinner and thanked the Commission for its attention to detail. His closing thought was that he is serious about starting a City business license to collect the taxes that should be collected.

15. COMMENTS OF THE COMMISSION

Commissioner Zeiset thanked the Commission for a good meeting and thanked Mike Jones for his public comments.

Commissioner Siekaniec spoke briefly on a potential fuel surcharge increase for the Pioneer Dock. He added that it sounds like the City needs an oil-water separator. Lastly, he suggested a CPI increase across the tariff,

noting that the City doesn't increase rates according to inflation besides moorage. He thanked the Commission for a good meeting.

Commissioner Pitzman thanked the Commission for a good meeting. He noted that the memo the Commission reviewed from him today was the first memo that he has brought forth to the Commission. He added that he is uncomfortable being the champion of the proposed project at the Large Vessel Haul Out Facility himself given that his business is an obvious beneficiary of the project.

Commissioner Shavelson thanked Mike Jones for his public comments. He added that there will be a Celebration of the Critical Habitat Area in Homer's 40th Anniversary at the Kannery on December 15th at 6:00 p.m.

Chair Matthews said that she is working with the principal at the high school in an attempt to get seniors into the work trades and urged other Commissioners to do the same. She thanked the Commission for a good meeting.

16. ADJOURNMENT

There being no further business to come before the Commission Chair Matthews adjourned the meeting at 8:07 p.m. The next Regular Meeting is Wednesday, January 24, 2024 at 5:30 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

Zach Pettit, Deputy City Clerk

Approved:_____

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

3 City Manager/Port Director

4 **ORDINANCE 24-09**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
7 ADOPTING THE REVISED PORT AND HARBOR TARIFF NO. 1
8

9 WHEREAS, The Port and Harbor Tariff No. 1 is reviewed and updated annually; and

10
11 WHEREAS, Staff has completed its annual review and submitted edits, changes, and
12 additions for review; and

13
14 WHEREAS, The proposed changes were reviewed by JDOLaw, the city's contracted law
15 firm; and

16
17 WHEREAS, The Port and Harbor Advisory Commission also reviewed the revised tariff
18 at their September, October, November, and December 2023 meetings and, at the December
19 13th meeting, recommended support for City Council to approve and adopt the revised Tariff
20 No1; and

21
22 WHEREAS, The revised Tariff No. 1 accurately represents the Homer Harbor's current
23 and planned operational and fiscal policies.

24
25 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

26
27 Section 1. The Homer City Council hereby amends the Port and Harbor Tariff No. 1 as
28 follows:

29
30 *Under Rule 10-SANITATION, HOT WORK AND VESSEL MAINTENANCE-*

31
32 10.06 USED OIL AND PETROLEUM PRODUCTS DISPOSAL – All used oil and petroleum products
33 must be properly disposed of by the vessel/owner. The City of Homer provides disposal for used
34 oil, antifreeze, oil filters, batteries, and oil absorbents at two locations at the harbor, Ramp 2 and
35 8. The disposal containers are for vessels that are currently moored in the small boat harbor and
36 for small quantities of fluids. Twenty five (25) gallons or less for oil and twenty five (25) gallons
37 or less for antifreeze. Vessels stored in any privately owned storage yards are not allowed to
38 dispose of their waste materials at the Homer harbor. Likewise for home owners, area
39 businesses or other related vessel industry.
40

41 Harbor patrons who have quantities larger than twenty five (25) gallons of used oil to dispose of
42 should contact the harbor office for options. Clean used oil (meaning not contaminated with
43 water, solvents, soaps, or other) is of value to local businesses that burn it for heating large

44 buildings. Contact the harbor office for a list of businesses that may be willing to accept the clean
45 oil for free.

46 Disposal of more than twenty five (25) gallons of used oil or antifreeze or any amount of oily water
47 in one calendar day may be done by appointment with Port Maintenance. **Used oil or antifreeze**
48 **in quantities more than twenty five (25) gallons must be contained in drums and delivered**
49 **by vessel owner to the Port Maintenance Building for disposal.** Fee for disposal is listed in
50 Appendix A fee schedule.

51 Ships moored at either the Pioneer or Deep Water Dock need to contact the harbor office and
52 make arrangements for disposal of used oil or other hazardous materials.

53 There shall be no storage, even of a temporary nature, of used oil or petroleum products on City
54 docks, wharves, piers, or finger floats. Any vessel/owner/agent storing or disposing of used oil in
55 an inappropriate or illegal manner may be barred from further use of the Homer Port and Harbor
56 and/or penalized according to the provisions of Federal, State and Local law.

57
58 *Under Rule 28 SMALL BOAT HARBOR VESSEL MOORAGE-*

59
60 ~~28.01. APPLICATION OF RATES/WORK SKIFFS — All vessels in the Small Boat Harbor are~~
61 ~~subject to these moorage rates, except properly registered seine skiffs or work skiffs~~
62 ~~attached to the mother vessel. Work skiff is defined as a boat that is usually carried on the~~
63 ~~deck or super structure of the mother vessel and is regularly used in the commercial~~
64 ~~enterprise of the mother vessel. When work /seine skiffs are moored with the mothership,~~
65 ~~the combined length overall or beam may not exceed the allowed criteria for the size of stall.~~
66 ~~If it does exceed, the skiff must be moved to a transient area and moorage fees will apply.~~
67

68 *Under Rule 32- SMALL BOAT HARBOR ELECTRICITY-*

69
70 32.01. RESERVE STALL ELECTRICITY (per kilowatt) – Reserved stalls having a meter base at the
71 berth shall be charged a meter availability fee.

- 72
73 a. There will be a meter availability fee charged per month.
74 b. There will be an electrical usage charge cost per kilowatt determined by the Local
75 public utility.
76 c. Reserve stall assignees shall notify the Port Director of any period when the assigned
77 vessel will not occupy the stall. The Port Director, ~~upon payment of a~~
78 ~~connect/disconnect fee~~, shall discontinue charging the meter availability fee until
79 the vessel returns.
80 d. Current reserve stall electric rates and fees can be found in Appendix A Fee Schedule

81
82 *Under Rule 34 SMALL BOAT HARBOR PUBLIC LAUNCH RAMP-*

83
84

85 34.01. BOAT PUBLIC LAUNCH RAMP – The City owns and provides access to public launch
86 ramps. The principal intended use of the LAUNCH RAMP is the launch and recovery of small,
87 boats on trailers. An authorized subsidiary use is the incidental, commercial and noncommercial,
88 loading or unloading of goods, supplies or materials. Fueling vessels (either as a private vessel
89 owner or commercial fuel distribution company) at the Load and Launch Ramp is prohibited .
90 Rates for use of the load and launch ramp and season passes can be found in Appendix A Fee
91 Schedule. A season pass covers from April 1 to October 15. **Season passes are not available for**
92 **commercial vessels or commercial vessel transport companies.** The person who is obligated
93 to pay the fee for using the load and launch ramp must make the receipt verifying payment
94 available upon request, or display the seasonal permit on the port side of the permit holder’s
95 vessel. There is a per hour fee for vessels that are left unattended on the Launch Ramp and are
96 blocking ramps (per hour fee located in Appendix A Fee Schedule). Reserved stall holders and
97 vessels paying transit annual moorage in the harbor are exempt from launch fees for the vessel
98 assigned to and registered to the stall or has a transit annual sticker displayed on the vessel only,
99 not for other boats owned by the same individual. At the Port Director’s discretion, reasonable
100 restrictions may be placed on the use of the public launch ramp.

101
102 *Under Rule 38 MARINE REPAIR FACILITY-*

103
104 38.01. HOMER MARINE REPAIR FACILITY – Facility can be utilized by vessels after approval by
105 the Port Director. **This facility is dedicated to large shallow draft vessels that, because of**
106 **either overall size or displacement tonnage, are unable to utilize other local commercial**
107 **haul-out facilities. No small boats, trailered boats, or unauthorized vessels are allowed at**
108 **the Marine Repair facility.** A completed User Agreement, **Beach Use Agreement**, an approved
109 Work Plan, proof of insurance and proof of ownership are all required before facility use. **The**
110 **Port Director or their designee must approve all vessel haul-out and beach landings prior**
111 **to arrival. Failure to comply with the rules and best management practices or the vessel’s**
112 **approved haul-out plan will constitute an immediate stop work order by the Port Director.**
113 **A Stop Work order means: all vessel and vendor personnel and all related work will cease**
114 **until the condition for the stop work order is remedied and the Port Director or their**
115 **designee has removed the Stop Work directive.**

116
117 The season for use of the Homer Marine Repair Facility is from September to May. Permission for
118 use in June, July, or August may be granted by the Port Director under special circumstances.
119 Complete information can be found in the City of Homer Marine Repair Facility Policies and Best
120 Management Practices document.

121
122 *Under APENDIX A- FEE SCHEDULE-*

123
124
125 **PORT & HARBOR FEES**

126 Effective 1/1/2024

127 Please add 7.85% sales tax to fees unless otherwise noted

128 **FISH DOCK**

129 Note: Vessels left unattended at Fish Dock or obstructing access will be charged \$150.00 per hour

- 130 • Fish Dock use permit: \$5.00 per issuance
- 131 • Special Terminal use permit: \$200 per issuance
- 132 • Annual Crane Card: \$52.00 w/signed Authorization Agreement
- 133 • Crane Card Replacement: \$5.00 per card replaced
- 134 • Cranes: 0 - 15 minutes \$22.66 Crane Capacity:
- 135 16 - 30 minutes \$45.32 2½ ton #1, #3, #4, #5, #6, #8
- 136 31 - 45 minutes \$67.98 5 ton #2, #7
- 137 46 - 60 minutes \$90.64
- 138 • Ice: **\$ 130.90 Per Ton**
- 139 **Accumulated throughout year. Accounts reviewed each December for**
- 140 **rate adjustment based on previous year's actual tons of ice**
- 141 **purchased.-)**
- 142 **0>100 tons — \$130.90 per ton ————— 501>700 tons**
- 143 **— \$121.00 per ton**
- 144 **101>300 tons — \$128.00 per ton ————— 701>1000 tons**
- 145 **— \$118.00 per ton**
- 146 **301>500 tons — \$124.00 per ton ————— Over 1001**
- 147 **tons — \$115.00 per ton**
- 148
- 149 After hours call out for Ice delivery = \$250.00 fee per call out
- 150
- 151 • Seafood Wharfage: \$4.76 per ton of seafood/fish product across the dock, regardless of
- 152 species
- 153 • Ice/Non Fish Wharfage: \$14.50/ton, Includes ice not purchased from City & transferred Freight
- 154 NOS over Fish Dock
- 155 • Community Fish Grinder: \$5 per tub (approx. 100lbs), \$30 per tote (approx. 1,000lbs); processing
- 156 plant connection fee to outfall line \$7,000 (can be in 5 annual installments plus 7.5% interest);
- 157 Annual outfall connection maintenance fee \$2,400.
- 158 • Cold Storage: - Lockers #1 – 8 (8' x 10')\$334.75 per month
- 159 - Locker #9 (10' x 22') \$920.90 per month
- 160 - Inspections \$50.00 per hour
- 161
- 162
- 163 **HARBOR**
- 164 • Harbor Labor: ~~\$102.00~~ **\$200.00** per hour, plus equipment and direct costs (towing)
- 165 ~~\$51.00~~ **\$100.00**/half hour minimum
- 166 • Pumps: \$40.79/day for electric pump
- 167 \$69.97/hour for gas pump, minimum charge of one hour. Includes
- 168 attendant time

- 169 • Tow: **Skiff with operator ½ hour \$68.00**; skiff with operator 1 hour **\$102.00**
 170 **\$365.00**
- 171 • Load & Launch Ramp: (Fees are inclusive of sales tax)
 172 **\$20 \$25** per day - (\$13.00 launch fee plus a **\$7 \$12** parking impact levy for
 173 a total of **\$20 \$25**)
 174 **\$200 250** per season (April 1 – Oct. 15) - (\$130.00 launch fee plus a **\$70**
 175 **\$120** parking impact levy = ~~\$200~~ **\$250**)
 176 **\$20.00 \$25.00** per hour for unattended vessel/blocking ramps
 177 \$100 penalty for commercial loading @ L&L ramp during peak hours
 178 between 6am-6pm
- 179 • Insufficient Funds: **\$50 insufficient funds check fee**
- 180
 181 GRIDS Required: moorage agreement, grid utilization form, schedule, & pay in
 182 advance for first tide
- 183 • Wood: Max. 59 feet
 184 0-59 feet **\$1.05 \$2.10**/ft/tide
- 185 • Steel: Max. 200 displacement tons - vessels 60 ft. to 120 ft
 186 60-80 feet **\$2.55 \$5.10**/ft/tide 101-120 feet **\$3.82 \$7.64**/ft/tide
 187 81-100 feet **\$3.25 \$6.50**/ft/tide 121-140 feet **\$4.24 \$8.48**/ft/tide
 188
- 189 STALL WAIT LIST Stalls are offered once a year, mid-October
 190 • Stall Wait List: \$30.00 per year per listing; prorated fee to the May Stall Wait List due date
 191 • Stall Swap Request: \$25.00 per request
 192
- 193 ELECTRICITY Billing cycle is the 16th to the 15th of each month; Kilowatt cost determined
 194 by public utility
- 195 • Daily/Flat Rate: 110v \$10.20/calendar day (monthly rate after 15 days)
 196 208v/single phase \$20.12/calendar day (monthly rate after 17 days)
 197 208v/3 phase \$45.20/calendar day (monthly rate after 7
 198 consecutive days)
- 199 • Monthly Rate: 110v \$152.67
 200 208v/single phase \$341.70
 201 208v/3 phase & 480v \$28.80 + electrical usage charge per kilowatt
- 202 • Metered Reserved Stalls: \$23.95/month + electrical usage charge per kilowatt
 203 Vacancy notification waiver available ~~w/\$28.80 connect/disconnect fee~~
 204
- 205 • Winter Power: \$28.80 connect/disconnect fee + \$28.80/month + electrical usage charge
 206 per kilowatt
 207 Available October 16 – April 15 with signed application
- 208 Note: A transient vessel connected to power April 16 - October 15 will be charged the daily rate. If a
 209 transient vessel consumes more electricity than would be covered by these flat rates, then such

210 transient vessel shall be charged for the actual consumption. Charges for kilowatts may be adjusted
 211 without advance notice.

212 PORT

213 • Barge Ramp/Beach Use: 01' - 36' = \$1.50 per ft based on length overall of vessel + 1 ton wharfage
 214 (\$5.14)

215 37' - 49' = \$1.50 per ft based on length overall of vessel + 2 tons wharfage
 216 (\$10.28)

217 50'± = \$1.50 per ft based on length overall of vessel (+ wharfage as

0' to 100'	\$338.00	451' to 475'	\$1,604.00	651' to 675'	\$3,917.00
101' to 200'	\$506.00	476' to 500'	\$1,762.00	676' to 700'	\$4,420.00
201' to 300'	\$788.00	501' to 525'	\$1,996.00	701' to 725'	\$5,119.00
301' to 350'	\$1,005.00	526' to 550'	\$2,154.00	726' to 750'	\$5,858.00
351' to 375'	\$1,098.00	551' to 575'	\$2,334.00	751' to 775'	\$6,644.00
376' to 400'	\$1,206.00	576' to 600'	\$2,582.00	776' to 800'	\$7,459.00
401' to 425'	\$1,337.00	601' to 625'	\$2,957.00		
426' to 450'	\$1,490.00	626' to 650'	\$3,443.00		

218 reported)

219 Annual Pass (Jan 1-Dec 31) for vessels ≤ 36' = (landing + 1 ton wharfage) x

220 10

221 Annual Pass (Jan 1-Dec 31) for vessels 37' to 49' = (landing +2 tons

222 wharfage) x 10

223 Penalty for going dry on barge ramp/causing restricted access- \$150 per
 224 tide cycle

225 • Dockage:

226 Note: These charges are applicable to all berthing locations on the Deep Water Dock and Pioneer Dock

227

228 - \$ 963.06 Cruise Ship Service Charge

229 - \$52.00 Dockage Service Charge

230 - Lightering Fee \$1,500, plus \$6.00 per passenger

231 - Passenger wharfage fee (non-regulated) \$0.00 per passenger

232 - Passenger wharfage fee (regulated) \$0.00 per passenger

233 *(lightering fees and passenger wharfage fees shall be calculated by full passenger manifest regardless of*
 234 *how many passengers disembark)*

235

- 236 • Storage: Open areas, fishing gear \$.12 per square foot/month
- 237 Open areas, non-fishing gear \$.17 square foot/month
- 238 Fenced storage yard \$0.22/sq ft/month
- 239 Deck Shelter Storage- prearranged \$35/per month
- 240 Demurrage - \$.09 per sq ft per day

241 *(Haul- Out Facility)*

- 242 Upland Dry Dockage for vessel w/annual moorage=\$.17 per sq ft/month
- 243 Upland Dry Dockage for vessel w/transient moorage = \$.20 per sq ft/month
- 244 Upland Dry Dockage for vessel w/ no moorage= \$.25 per sq ft/month
- 245 Dry Dockage admin fee \$50
- 246 Haul Out facility Vendor Fee \$150
- 247
- 248 • Water: \$38.81 per 1,000 gal. – minimum 5,000 gals
- 249 Scheduled delivery – \$102.00 connect/disconnect
- 250 Unscheduled delivery – \$139.32 connect/disconnect
- 251
- 252 • Wharfage: \$5.14/ton wharfage on N.O.S. Freight (Not Otherwise Specified) for the Barge
- 253 Ramp & Beach
- 254 \$7.96/ton wharfage on N.O.S. Freight for the Deep Water Dock & Pioneer
- 255 Dock
- 256 *Except as otherwise specifically provided, rates are in*
- 257 *U.S. dollars (USD) per short ton of 2000 lbs. or per 32 cubic foot. Short ton =0.907185*
- 258 *metric tons (mt)*

COMMODITY	WHARFAGE RATE (\$USD)
Aggregate (Gravel, stone, minerals)	\$1.00 per short ton/\$1.10 per mt
Agricultural Products (Grains, corn, legumes, etc.)	\$3.50 per short ton/\$3.86 per mt
Containerized Cargo	\$8.00 per short ton/\$8.82 per mt
Freight N.O.S. (Pioneer/Deep Water Docks) 1 ≥100 Short tons	\$7.96 per short ton/\$8.77 per mt
Freight N.O.S. (Pioneer/Deep Water Docks) 101 ≥ 1,000 Short Tons	\$6.00 per short ton/\$6.61 per mt
Freight N.O.S. (Pioneer/Deep Water Docks) 1,001 ≥ 10,000 Short Tons 10,000 + Short Tons	\$5.00 per short ton/\$5.51 per mt \$4.50 per short ton/\$4.96 per mt
Freight N.O.S. (Barge Ramp and Beach)	\$5.14 per short ton/ \$5.67 per mt
Freight N.O.S. (Fish Dock) ICE Fish Dock	\$14.50 per short ton/ 15.98 per mt \$14.50 per short ton/ 15.98 per mt

Hazardous materials, as established by Dept of Transportation materials commodity List. At location designated for loading, unloading or staging by USCG permit	\$8.00 per ton /Min. 1 ton
Livestock (horses, mules, cattle, hogs, sheep, goats, fowl)	\$10.12 per head
Petroleum	\$0.84 per barrel/\$0.02 per gallon
Poles, Logs, cant or cut	\$3.95 per thousand board feet
Seafood/Fish Products (regardless of species) (all docks)	\$4.76 per short ton/\$5.24 per mt

259

- 260 • Disposal Oil **~~\$3.35~~/gallon ~~\$50~~/drum**
- 261 Used Antifreeze \$8.00/gallon
- 262 Oily Water/Bilge Slop \$5.00 /gal delivered in drums

263 PARKING

264

- 265 • Fee pay day use parking: Day Use Fee Parking \$10 per calendar day
- 266 Seasonal permits for day use parking **~~\$250.~~ \$150**
- 267 Monthly permits for day use parking \$100.
- 268 • Long term parking: Annual parking permit **~~\$200~~ \$150**
- 269 Monthly parking permit >20ft \$70
- 270 Monthly parking permit <20ft \$85
- 271 Weekly parking permit >20ft \$25
- 272 Weekly parking permit <20ft \$35
- 273 Trailer parking (no boat) \$7 per linear ft./month
- 274 Parking Citation \$25 per citation
- 275 Failure to pay parking citation \$25 for each month past due

276 * Parking permits refer to vehicles unless otherwise specified as “trailer”. Citations specific to long
 277 term parking overstay shall be limited to \$250 per calendar year, with **~~\$200~~ \$150** of the fine credited
 278 toward an annual permit if applicable

279

280 MOORAGE

281 Note: Mooring charges commence when a vessel is made fast to a wharf, pier, harbor float or other
 282 facility. A vessel moored between 12:01 a.m. and 10:00 a.m. shall be charged a full day’s moorage.

- 283 • Reserved: [\$63.41 + (LOA x \$.05)] x LOA, plus a \$50.00 administrative fee. (\$.05/ft caps
 284 at 86’)
- 285 • Annual Transient: [\$63.41 + (LOA x \$.05)] x LOA, plus a \$50.00 administrative fee. (\$.05/ft caps
 286 at 86’)
- 287 • Semi-Annual Transient: [\$42.48 + (LOA x \$.05)] x LOA, plus \$33.50 administrative fee (\$.05/ft caps at
 288 86’)

- 289 • Monthly Transient: [$\$10.78 + (LOA \times \$.05)$] x LOA, plus \$8.50 administrative fee (\$.05/ft caps at
- 290 86')
- 291 *Vessels that properly register and prepay moorage may deduct
- 292 \$0.50/foot/month
- 293 • Daily: [$\$1.90 + (LOA \times \$.05)$] x LOA, plus \$1.50 administrative fee (\$.05/ft caps at 86')
- 294 *Vessels that properly register and prepay moorage may deduct \$5.00/day

295

296

297 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____,

298 2024.

299

300

CITY OF HOMER

301

302

303

KEN CASTNER, MAYOR

304 ATTEST:

305

306

MELISSA JACOBSEN, MMC, CITY CLERK

308

309 YES:

310 NO:

311 ABSTAIN:

312 ABSENT:

313

314 First Reading:

315 Public Hearing:

316 Second Reading:

317 Effective Date:



MEMORANDUM

Ordinance 24-10, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Operating and Capital Budget by Authorizing Pass Through Funds from Doyon, Limited Related to Delivery of a Traffic Impact Analysis Prepared by Kinney Engineering. City Manager/Finance Director.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 18, 2024
From: Ryan Foster, City Planner
Through: Rob Dumouchel, City Manager

Resolution 23-060 authorized a task order with Kinney Engineering to prepare a traffic impact analysis (TIA) for the development of a hotel and conference center at 1663 Homer Spit Road that was managed by the City of Homer and paid for by Doyon, Limited in accordance with Homer City Code 21.76. A final traffic impact analysis was delivered by Kinney Engineering in November 2023.

Doyon, Limited paid the City \$38,500 to facilitate the TIA with Kinney Engineering as a pass through. A 10% Administration Fee (\$3,500) was assessed to Doyon, Limited by the City in addition to the \$35,000 for the cost of the TIA. Approval of this ordinance would amend the FY24 Operating Budget by accepting \$3,500 from Doyon, Limited for the administrative fee.

After completion of the TIA, Doyon, Limited requested Kinney Engineering attend the January 3, 2024 Planning Commission meeting to address questions regarding the TIA. This will be paid by Doyon, Limited as a pass through to the City just like the TIA. The actual costs for Kinney Engineering attendance at the Planning Commission meeting totaled \$3,185.

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

3 City Manager/
4 Finance Director

5 **ORDINANCE 24-10**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING THE FY24 OPERATING AND CAPITAL BUDGET BY
9 AUTHORIZING PASS THROUGH FUNDS FROM DOYON, LIMITED
10 RELATED TO DELIVERY OF A TRAFFIC IMPACT ANALYSIS
11 PREPARED BY KINNEY ENGINEERING.
12

13 WHEREAS, Resolution 23-060 authorized a task order with Kinney Engineering to
14 prepare a traffic impact analysis (TIA) for the development of a hotel and conference center at
15 1663 Homer Spit Road that was managed by the City of Homer and paid for by the Doyon,
16 Limited in accordance with Homer City Code 21.76; and
17

18 WHEREAS, Doyon, Limited paid the City \$38,500 to facilitate the TIA with Kinney
19 Engineering as a pass through; and
20

21 WHEREAS, A 10% Administration Fee (\$3,500) was assessed to Doyon, Limited by the
22 City in addition to the \$35,000 that was not considered in Resolution 23-060; and
23

24 WHEREAS, Doyon, Limited requested Kinney Engineering attend the January 3, 2024
25 Planning Commission meeting to address questions regarding the TIA which will be paid as a
26 pass through to the City like the TIA; and
27

28 WHEREAS, Actual costs for Kinney Engineering attendance at the Planning Commission
29 meeting totaled \$3,185.
30

31 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
32

33 Section 1. The Homer City Council hereby amends the FY24 Operating Budget by
34 accepting \$3,500 from Doyon, Limited for an administrative fee as follows:
35

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
100-0040-4902	Other Revenue	\$3,500

36
37
38
39 Section 2. The Homer City Council hereby amends the FY24 Capital Budget by
40 authorizing \$3,185 to be expended from and reimbursement deposited as follows:
41

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
159-xxxx	TIA – 1663 Homer Spit Road	\$3,185

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Section 3. This is a budget amendment ordinance, is temporary in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____, 2024.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



MEMORANDUM

Ordinance 24-11, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Appropriating \$20,000 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund for Events, Exhibits, and Programs Celebrating the 40th Year of the Sister-City Relationship between the City of Homer and Teshio, Japan. Lord/Venuti.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 3, 2024
From: David Berry, Sister City Working Group Co-Chair
Through: Rob Dumouchel, City Manager

BACKGROUND

Calendar year 2024 marks the 40th anniversary of the sister-city relationship between Homer and Teshio, Japan. In August 2023, the City administration formed a Sister City Working Group, which includes several City employees as well as private individuals and representatives of organizations and businesses around Homer. The Group is tasked with planning celebrations for the 40th anniversary.

PLANS FOR THE 40TH ANNIVERSARY

The Working Group has thoroughly debated and refined a number of ideas for celebrating the anniversary. The major features in the final list:

1. A delegation of visitors from Teshio is expected to arrive in late summer 2024. We have itineraries from past delegation visits which provide guidance on the expected series of events.
2. An exhibit of artworks from the City's Teshio collection, displayed at the Pratt Museum from May 1 to September 6. The exhibit includes banners, a samurai sword and armor and various small objects and sculptures, together with informational signage.
3. Various smaller projects throughout the year, including:
 - a. A performance on Taiko drums by local students in the Japanese Club
 - b. A potluck of trans-Pacific recipes, possibly done while the delegation is here
 - c. Banners along Pioneer Ave. featuring Teshio's mascot, a talking clam
 - d. Refurbishing the Friendship Post which formerly stood in WKFL Park

ESTIMATED COSTS

Item	Estimated Cost	Total Costs
Hosting the Teshio Delegation, August 2024		
Lodging	\$0 (Est. \$2,500 value provided by host families)	
Food	\$1,250	
Transportation	\$500	
Activities	\$1,000	
Gifts	\$2,000	
Miscellaneous expenses	\$1,500	
Translation services	\$5,250	
SUBTOTAL		\$11,500
Exhibit at the Pratt Museum, May-September 2024		
Display space	\$0 (Donated by museum)	
Reception rental	\$480	
Main display mounts	\$3,000	
Small display mounts	\$2,000	
Catalog (web-only or printed)	\$3,000	
Translation services	\$3,750	
SUBTOTAL		\$12,230
Cultural and Educational Projects in Homer, January-December 2024		
Taiko drums for Japanese Club performance	\$5,000	
Potluck	\$500	
Banners along Pioneer Ave.	\$3,200	
Refurbish the Friendship Post from WKFL Park	\$1,000	
Appreciation party for volunteers	\$400	
SUBTOTAL		\$10,100
GRAND TOTAL		\$33,830

ESTIMATED REVENUES

The Group is pursuing funding for these activities through private donations and applications for grants, but we will need some additional funding from the City. In-kind donations of goods and services may lower costs overall.

Funding Source	Amount	Total Funds
Current appropriation from operating fund	\$4,000	
Current appropriation from PARCAC	\$500	
Estimated private donations	\$4,000	
Estimated grant funding	\$6,000	
Requested additional funding from CARMA	\$20,000	
GRAND TOTAL		\$34,500

RECOMMENDATION

Appropriate further funds to support the exhibits, events and programs of the 40th anniversary celebrations.

**CITY OF HOMER
FINANCIAL SUPPLEMENT**

PROJECT NAME	<u>Sister City Celebration</u>	DATE	<u>01/18/2024</u>
DEPARTMENT	<u>Council</u>	SPONSOR	<u>Lord/Venuti</u>
REQUESTED AMOUNT	<u>\$ 20,000</u>		

DESCRIPTION	<p>On April 7, 1984, the mayors of Homer and Teshio signed an oath of sistership between their respective towns. The Sister City relationship has provided benefits to residents of both communities, in the form of educational opportunities, business contacts, cultural enrichment and social ties.</p> <p>Private individuals, City of Homer employees, and representatives of other organizations and businesses have collectively created a Sister City Working Group to plan celebrations for the 40th anniversary of the relationship, including events, exhibits and programs throughout calendar year 2024. The proposed celebrations include hosting a visit from a delegation from Teshio, an exhibit at the Pratt Museum, and other cultural and educational programs in Homer which require public funding to supplement donations from individuals, businesses and grantors.</p> <p>The Council will consider the formation of a Sister City 40th Anniversary Task Force for the duration of the 2024 activities to provide suggestions for use of Sister City funds and act as an official liaison between working group members, volunteers, interested members of the public, and the City Council.</p>
--------------------	--

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	100%	0%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: GF CARMA (156)	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 1,833,523</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 1,062,783</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 20,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 750,740</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

**CITY OF HOMER
HOMER, ALASKA**

Lord/Venuti

ORDINANCE 24-11

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY24 CAPITAL BUDGET BY APPROPRIATING \$20,000 FROM THE GENERAL FUND CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND FOR EVENTS, EXHIBITS, AND PROGRAMS CELEBRATING THE 40TH ANNIVERSARY OF THE SISTER-CITY RELATIONSHIP BETWEEN HOMER AND TESHIO, JAPAN.

WHEREAS, On April 7, 1984, the mayors of Homer and Teshio signed an oath of sistership between their respective towns; and

WHEREAS, The Sister City relationship has provided benefits to residents of both communities, in the form of educational opportunities, business contacts, cultural enrichment and social ties; and

WHEREAS, Private individuals, City of Homer employees, and representatives of other organizations and businesses have collectively created a Sister City Working Group to plan celebrations for the 40th anniversary of the relationship, including events, exhibits and programs throughout calendar year 2024; and

WHEREAS, The proposed celebrations include hosting a visit from a delegation from Teshio, an exhibit at the Pratt Museum, and other cultural and educational programs in Homer which require public funding to supplement donations from individuals, businesses and grantors; and

WHEREAS, The Council will consider the formation of a Sister City 40th Anniversary Task Force for the duration of the 2024 activities to provide suggestions for use of Sister City funds and act as an official liaison between working group members, volunteers, interested members of the public, and the City Council; and

WHEREAS, Staff will ensure that all expenditures are in accordance with the City's Procurement Policy, and any capital acquisitions have documented life cycle considerations.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY24 Capital Budget by appropriating \$20,000 as follows:



City of Homer

www.cityofhomer-ak.gov

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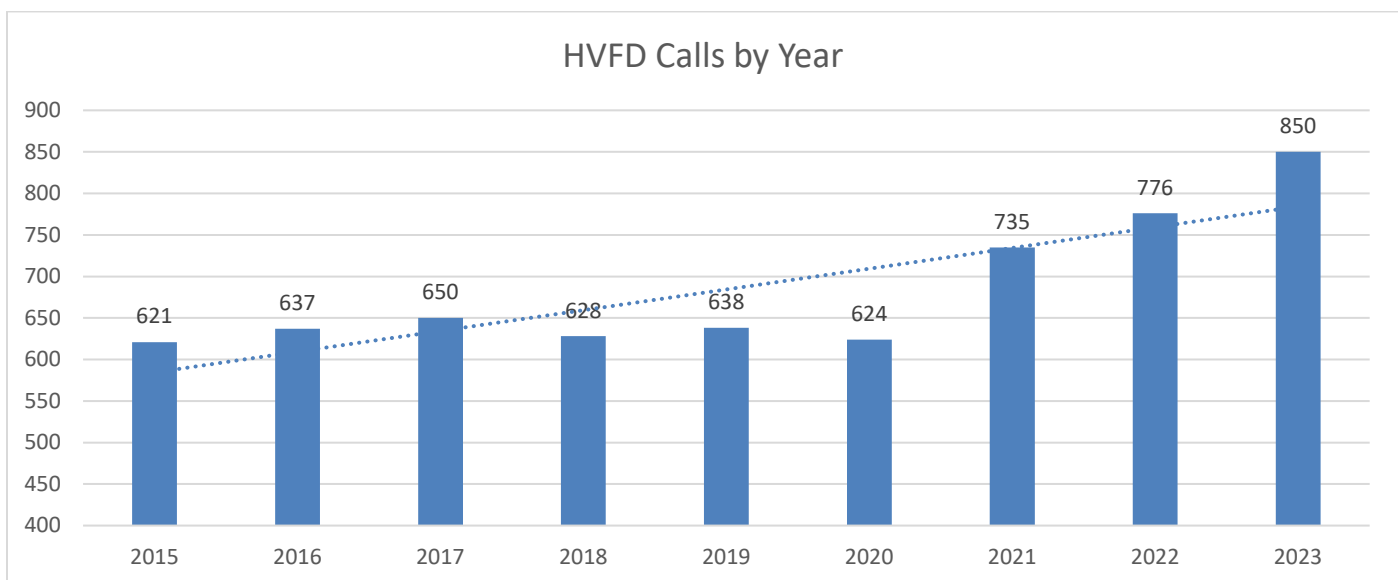
(f) 907-235-3148

Memorandum

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: February 7, 2024
SUBJECT: City Manager's Report for February 12, 2024 Council Meeting

HVFD Calls for 2023

The Homer Volunteer Fire Department (HVFD) has seen significant growth in calls for service over the last decade. For many years, calls hovered in the 620-650 range annually. In 2021 HVFD saw a big jump up to 735, and in 2023 the Department hit 850 calls which is a 34% increase over the average for 2015 to 2020. The Department's staff and volunteers are putting considerable effort into keeping pace with the growing requests for service. Our fleet is doing its best as well, but we continue to have challenges with aged vehicles and slow supply chains. We are fortunate that Council has supported some major fleet purchases across the last couple years which are helping HVFD meet this increasing need – the City's first ladder truck was delivered recently; the new pumper/tanker is on order and in line to be built this year; and a new ambulance has been funded and staff are attempting to lock down a unit that can be delivered in the next year. We have many more fleet replacements to be considered in the near future, and, unfortunately, supply chain issues continue to make it difficult to receive fire apparatus in a timely fashion (lead times on many items have pushed past 2 years!).



Transportation Plan Update

The Transportation Plan will be making its way to the Planning Commission on March 6th. The plan is a little behind schedule due to the very full schedule the Planning Commission has had across the last couple months. The most recent draft is available at <https://www.cityofhomer-ak.gov/planning/planning-commission-draft-transportation-plan-2024>.

Homer Projects Included in Draft STIP

Alaska's 2024-2027 Statewide Transportation Improvement Program (STIP) includes mention of a number of projects important to the City of Homer which were considered thanks to input received in Resolution 21-065, Resolution 23-083(A), and comments provided by the City during the STIP's public comment period. It's important to note that the STIP is not final until approved by the Federal Highway Administration and Federal Transit Administration. The STIP can be viewed at: <https://dot.alaska.gov/admsvc/stip/final/2024.01.19%20%20STIP%20Final%20for%20Approval.pdf>

Comprehensive Plan Update

The Comprehensive Plan Steering Committee had its first meeting on February 5th. They are currently reviewing the draft public participation plan developed by Agnew::Beck. More to come soon regarding public engagement opportunities.

Visit from Strong Towns and Screening of the Movie "Cruise Boom"

In February we have some interesting events happening for folks interested in planning and tourism. Charles Marohn from Strong Towns will be in Homer on February 20th to give a talk at the college at 6pm. Strong Towns has a mission to promote a "pattern of development that is financially strong and resilient" and works "to elevate local government to the highest level of collaboration for people working together in a place." This event will be a great opportunity for the public to learn more about planning in preparation for the Comprehensive Plan update which will have multiple public meetings in the spring and early summer.

A week later on February 27th, there will be a free showing of the movie "Cruise Boom" at the Homer Theater. The movie was filmed in Sitka and takes a look at the cruise ship industry and the impacts of tourism. The Port & Harbor and Economic Development have partnered to bring this movie to town and engage in conversations related to the impacts of tourism on small cities in Alaska.

Short Term Rental Update

The short term rental (STR) ordinance's (23-61) public engagement tour continues with stops at the Economic Development Commission on February 13th and the Planning Commission on February 21st. By the time the ordinance gets back to the Council on February 26th, staff and Council Champions Aderhold and Davis expect to have a substitute ordinance influenced by the public comment received across the last few months. STR information for this project is available on the City website including the schedule of public participation opportunities and a public comment form: <https://www.cityofhomer-ak.gov/planning/draft-short-term-rental-regulations>

2023 Library Report

The Homer Public Library's 2023 Annual Report is now available (attached to this report). The document gives an overview of all the activities that took place during 2023 at the library. Over 125,000 visits were logged to the library last year!

Homer Public Library 2023 Annual Report



Seldovia Adopts Resolution Supporting Harbor Expansion Study Update

On January 22nd, the Seldovia City Council approved a resolution (24-26) expressing support for the Homer Harbor Expansion General Investigation. The resolution from our neighbors acknowledged the regional importance of our harbor and its critical importance to those living in the City of Seldovia. Mayor Castner, Councilmembers Aderhold and Hansen, and I will be sharing this, along with other supporting documents, with the state legislature later this month.

Finance Reports

This report will be accompanied by some new financial reports related to cash and fund balances. Expect that these reports will evolve across the next year. If Council has questions or suggestions please forward them to my office and we will work with you to address your concerns.

Hornaday Park Master Plan Update

The Parks, Arts, Recreation, and Culture Advisory Commission will hold a special work session on Thursday, February 15th at 4:30 PM. This commission will be reviewing and commenting on the draft Karen Hornaday Park Master Plan. The whole plan will be up for conversation, but the commission intends to focus much of their energy on the future of Upper Hornaday which has previously been operated as a campground. The work session will be followed at 5:30 PM by their regularly scheduled monthly meeting.

AMLJIA Meeting

On January 26th I attended a quarterly meeting of the Alaska Municipal League Joint Insurance Association (AMLJIA) as a member of the board of trustees in Anchorage. My travel and participation is funded by the AMLJIA. The most notable update from that meeting is the continued progress on the potential consolidation

between AMLJIA and the state's other public entity risk pool Alaska Public Entity Insurance (APEI). A consolidation is intended to produce a stronger pool that can provide more services to its membership. The two groups have been meeting and developing a vision and framework for implementation of a new entity that would be called the Alaska Public Risk Alliance (APRA). Much more work remains to develop the concept, and acceptance of a consolidation would require votes of each entity's board and then their membership (which includes the City of Homer). The earliest a consolidation could be complete and APRA operational is July 1, 2025.

Attachments:

- February Employee Anniversaries
- Memorandum from City Clerk re: Memorandums 101
- 2023 Homer Public Library Annual Report
- AKDOT Commissioner Anderson Letter Re: 2024-2027 STIP
- Seldovia Resolution 24-26 Supporting Homer Harbor Expansion General Investigation
- Building a Strong Town Presentation Flyer
- Cruise Boom Homer Screening Flyer
- SBDC Quarterly Report



City of Homer

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(f) 907-235-3148

Memorandum

TO: MAYOR CASTNER AND CITY COUNCIL
FROM: Andrea Browning
DATE: February 12, 2024
SUBJECT: February Employee Anniversaries

I would like to take the time to thank the following employees for the dedication, commitment and service they have provided the City and taxpayers of Homer over the years.

Jenny Carroll	Admin	8	Years
Morgan Tracy	Police	7	Years
Kevin Co	Library	5	Years
Tyler Jeffres	Police	5	Years
Matt Swerdzewski	Fire	1	Year
Mike Swoboda	PW	1	Year



MEMORANDUM

Memorandums 101

Item Type: Informational Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: February 7, 2024
From: Melissa Jacobsen, MMC, City Clerk

At the January 22, 2024 City Council Meeting, Council Member Lord asked for some guidance related to the use of Memorandums related to Council actions.

For City Council, Boards, Commissions, Committees, and etc, there are three types of memorandums that are used, informational memos, backup memos, and action memos.

Informational memos, such as this one, are used to relay non actionable information to the body it's prepared for. Another example is the Council Champion memos that give information but don't require action.

Backup memos provide information that provides information on a specific matter the body will be taking action on. For example, back up memos to ordinances or resolutions.

Action memos are used for routine actions that don't rise to the need of having ordaining or resolving language. Action memos are used for matters such as appointments to boards and commissions, to voice non objection to alcohol and marijuana licenses, to review and approve letters from Mayor and Council being sent on behalf of the City of Homer.

Homer Public Library 2023 Annual Report



On January 20, chilly patrons waited forlornly for Storytime to begin

- Jan.-Mar.: The Art in the Library program displays acrylic and graphite paintings by Counsel Langley.
- Jan. 1: The balance in the Library Endowment Fund stands at \$42,460.95.
- Jan. 13: Showing of *King Lear*.
- Jan. 17: The Library Advisory Board responds to the petition to remove titles from the children's and young adult collections.

The year opened with ongoing debate about a petition to remove all the LGBT materials from the children's and young adult areas in the library. On Jan. 17, following hours of public testimony and hundreds of written comments, the Library Advisory Board (LAB) voted to leave all 55 titles in their existing locations. The controversy regarding library materials continues, however: on Nov. 16, the state Attorney General issued an open letter to all public and school libraries in Alaska, advising them of the laws concerning distribution of sexually-explicit materials.

From February through August, staff worked with the Friends of the Library, the Library Advisory Board and the City Council to completely overhaul and modernize all the library's policies. In the last six months of the year, City staff and Council worked on reorganizing the City's administrative structure. Effective Jan. 8, 2024, the library became an official department for the first time since 1985.

The project to upgrade the western lot moved forward. On April 10, Council adopted Resolution 23-030, supporting improvements to the grounds. During the summer, the Friends of the Library hired local experts to conduct a survey of plant species in the area. In October, work crews laid the gravel for the first part of the trail upgrades.

- Jan. 18: New microform reader set up.
- Feb 1-28: National Love Your Library Month. Prize drawings in the library each week.
- Feb. 3: Library videophone replaced.
- Feb. 4 and 9: Alice Porter teaches two workshops on making accordion-book boxes.
- Feb. 6: Scan-to-email function set up on the library's public copier.
- Feb. 25: Celebration of Lifelong Learning honors Samantha Cunningham and Thea Person.
- Mar. 4: In-person workshop led by Dimi Macheras and Casey Silver, authors of *Chickaloonies*.
- Mar. 9: Local writer Derek Stonorov, author of *Living in Harmony with Bears*, visits the library.
- Mar. 14: Lt. Browning from the Homer Police Department delivers a talk on *Parenting in the Digital Age*.

I would like to thank everyone who contributed so much. Our hardworking staff prove every day that the library is the heart of Homer. The Friends of the Library poured their energies into a huge range of public programs and provided invaluable support for library operations, especially the summer reading program. Members of the LAB carried out their duties thoughtfully and considerately, spending many hours reading the challenged titles, hearing input from the public, and debating revisions to library policies. Volunteers donated more than 2,400 hours of labor, not to mention thousands of dollars to the Giving Tree, the library endowment and the Friends of the Library. Finally, a big thank you to all the library patrons and community organizations that gave their time and expertise to speak up at public meetings, collaborate on programs, participate in events and just come in to read. The library is what it is because of your efforts.



Homer High School Swing Choir performed at the Celebration of Lifelong Learning, February 25

January

The library hosted a showing of the Royal Shakespeare Company's *King Lear* on Jan. 13. The new microform reader was set up on Jan. 18, offering much greater zooming, contrast adjustment, cleaner prints and the ability to save and email images.

At the Jan. 17 meeting, the LAB heard more public testimony on the petition to remove LGBT+ books from the children's and young adult collections, then voted to retain each of the 55 items in its existing location.

- Mar. 16: The library upgrades from version 3.1 to version 3.9 of the catalog software.
- Mar. 23: Public phone replaced with a new armored model.
- Mar. 24, 6:15-7:45: Margaret Willson visits the library to talk about her newest book, *Woman, Captain, Rebel*.
- Mar. 31: First-ever wedding in the library.
- Apr.-Jun.: The Art in the Library program displays photographs by R. J. Nelson.
- Apr. 1: Monthly checkout limit on Kanopy is raised to 5 videos per patron.
- Apr. 6: Community Poetry Reading.
- Apr. 7: Final memorial plaque for Duffy Murnane installed in the front entryway of the library.
- Apr. 10: Council adopts Resolution 23-030, supporting improvements to the library grounds.



The memorial bench for Duffy Murnane was completed and dedicated on April 26

February

Community Recreation and SPH kindly donated four sun lamps to the library for checkout. The library videophone was replaced, and the main public copier was upgraded with the ability to scan to email, not just to USB. Interlibrary loan fees increased by \$2 to cover the rise in postage costs. The LAB and PARCAC committees passed motions of support for improvements to the western lot, and the ADA Commission expressed verbal approval.

Staff began overhauling the library policies, combining them all into a single document and editing to remove duplication, internal contradictions and out-of-date material, as well as adding sections to cover new and emerging policy concerns.

The Celebration of Lifelong Learning on Feb. 25 was a smash hit! Nearly all 80 tickets sold out and the building was packed. Congratulations to Samantha Cunningham and Thea Person, our adult and youth awardees, respectively.

March

Marylou Burton, a long-time member of the Friends of the Library, received the Audrey Kolb Award from the Alaska Library Association. The award is given to individuals who “have shown a significant contribution in the life and activities of libraries,” a description which fits her perfectly.

On March 16, the library shifted the catalog into the cloud and jumped eight versions of the software. The new catalog brought significant improvements to workflows and greatly reduced the burden on the City IT staff.

- Apr. 10, 13, 17 and 20:
Workshops teach participants how to make an accordion book-in-a-box out of a poem and pictures.
- Apr. 21: Reading by local poet Peter Kaufmann.
- Apr. 26: Ceremonial lighting of the lotus lamp marks the completion of the Duffy Memorial Bench.
- May 5-6: Spring Book and Plant Sale.
- May 6: Bookmobile at the Safe and Healthy Kids Fair.
- May 15: *Little Loon Finds His Voice*, by Yvonne Pearson, is the first book of the season featured on the Story Walk Trail.
- May 21: Volunteers with Serve the City help clean up the landscaping at the library.
- Jun. 3: Summer@HPL kicks off with crafts, games and storytime.
- Jun. 6-Aug. 1: Outdoor Adventures and Stories in partnership with the Center for Alaska Coastal Studies.

Building maintenance staff replaced the public phone with a new armored model. The lock on the front door broke in mid-March, forcing us to leave one door closed until March 28.



Friends of the Library volunteers handed out more than 800 free books during the Independence Day parade

April

Community members gathered in the library on April 6 to share their favorite poems, and local author Peter Kaufmann gave a reading on April 21. The Duffy Murnane memorial bench reached completion this month, with a plaque installed on April 7 and a ceremony of lighting the lotus lamp on April 26.

- Jun. 6-8: In partnership with Challenger Learning Center of Alaska, *Science in the Summer: Be a Physicist* teaches kids about science and science careers.
- Jun. 9: After nine years of invaluable work at the library, Jackie McDonough steps down as Library Technician I.
- Jun. 12: In partnership with Pier One Theatre, kids perform a book.
- Jun. 14: Leap into Science explores light and shadow.
- Jun. 15: The Story Walk Trail features *Butterfly Park*, by Elly MacKay.
- Jun. 17: Cartoonist Lee Post teaches families and adults how to tell a story in cartoon form.
- Jun. 20: David Scheel, author of *Many Things Under the Water*, visits the library to talk about his book and his research on octopi.
- Jun. 19-20: Midsummer Magic takes kids on a trip to find Shakespearian sorcery both indoors and outside.



Young writers read their work on-air at KBBI on July 18

May

The book and plant sale was successful, as always. On May 19, Samantha Cunningham from the Homer Fire Department provided all staff with training in using the AED machine at the front desk.

Volunteers carried out a day of service on May 21, helping to clean up the library grounds. Parks staff also surveyed the grounds and noted a number of issues, including invasive species, problems with drainage and settling and various minor maintenance tasks. Going forward, the City will care for the Margaret Pate garden on the south side of the library and the flowerbed at the base of the Homer Public Library sign.

June

The summer reading program kicked off on June 3. On June 21, local community members celebrated the summer solstice with a street fair on Hazel Avenue. David Scheel's author talk was a great success, with more than 50 attendees. The bookmobile received a new access ramp.

After nine years with the library, Jackie McDonough stepped down as Library Technician I on June 9. Over that time, she did superb work staffing the front desk, repairing materials, training volunteers, assisting with policy rewrites, organizing materials in the vertical files and duplicates collections, and generally being amazing. We will miss her!

- Jun. 21: Summer solstice celebration and street fair on Hazel Avenue.
- Jun. 22-Jul. 14: Teens collaborate to produce their own 'zine.
- Jun. 28: Leap into Science explores balance.
- Jul.-Sept.: The Art in the Library program displays oil paintings by Achim Jahnke.
- Jul. 4: The bookmobile participates in the Independence Day parade.
- Jul. 5: The library implements automatic renewals.
- Jul. 11-18: Mercedes Harness leads a writers club for young participants. Authors have the chance to add their books to the library's collection and read their work on KBBI.
- Jul. 12: Leap into Science explores wind.
- Jul. 15: The Story Walk Trail features *I Got Rhythm*, by Connie Schofield-Morrison.
- Jul. 19-22: LEGO contest.



Volunteers from Global Credit Union provided mountains of food for the End of Summer Reading Party on July 29

July

The library implemented automatic renewals on July 5, which means items renew themselves without human effort unless a) they're on hold, b) the renewal limit has been reached, or c) the patron's card is blocked. Patrons who have email addresses in the system receive a notice that the item has or has not renewed.

The entryway of the library displayed a friendship banner, painted by local schoolkids in honor of Homer's sister-city relationship with Teshio, Japan. It will hang there all through 2024, the 40th anniversary of the relationship.

Our tiny Friends of the Library volunteers were very enthusiastic about handing out books in the July 4 parade—we distributed 800-1,000 titles.

The summer reading program reached its grand conclusion on July 29! Upwards of 100 people attended, with lots of chalk-drawing, game-playing and hot-dog-eating. Many thanks to the volunteers who helped set up and take down, to say nothing of local businesses which donated prizes and food.

Much of the equipment in the server room was replaced on July 1-2. The new upgrades allow for better routing of traffic within the building and improvements to the wi-fi system. The public works department cut a new drainage channel from the staff parking lot and dredged the ditch at the south side of the main lot.

- Jul. 27-28: In partnership with Challenger Learning Center of Alaska, *Science in the Summer: Be a Physicist* teaches kids about science and science careers.
- Jul. 29: End of summer reading party includes music, games, ice cream and hot dogs, with prizes for reading-challenge participants and LEGO contest winners.
- Aug. 6: Commemoration of the Hiroshima bombing features a replanting of the memorial ginkgo tree.
- Aug. 8: Corky Parker, author of *La Finca*, visits the library to talk about her book.
- Aug. 15: The final Story Walk Trail book of the season is *Blueberry Shoe*, by Ann Dixon.
- Aug. 28: City Council passes Resolution 23-082, adopting the revised Homer Public Library Policies and Procedures.
- Sept. 5: Dawn Brooks begins work as a Library Technician I.
- Sept. 8-9: Fall Book and Plant Sale.



Staff from Public Works dredged out the drainage channel on the south side of the parking lot on August 15

August

On Aug. 6, the library hosted a ceremonial replanting of the ginkgo tree, commemorating the bombing of Hiroshima. On August 8, author Corky Parker delivered a talk about her life running a bed and breakfast in Puerto Rico.

On Aug. 29, City Council voted to approve the revised library policies and also allocated funding for upgrading the trail surface on the western lot. The Homer Public Library sign at the corner of Heath and Hazel received repairs and a fresh coat of paint. Thanks to artist Brad Hughes, who both created and repaired the work.

The library submitted three building-related projects for Homer's 2024-2029 Capital Improvement Plan: replacing the siding, installing a sliding gate at the entrance, and an engineering study for possible future remodeling.

September

The library hosted a candidate forum for borough mayor and borough assembly on Sept. 14, and a forum for city council candidates on Sept. 18. Despite some technical issues with the first one, both fora gave candidates a chance to present themselves directly to constituents. Many thanks to KBBI, KDLL, the Peninsula Clarion, the League of Women Voters and the other volunteers who put the event together.

Building maintenance installed new burners in the boiler room, which proved their worth during the later months of the year. The September book and plant sale went v

- Sept. 14: Candidate forum for Homer assembly seat and borough mayor.
- Sept. 18: Candidate forum for Homer city council.
- Sept. 26: Zoom author visit by Margaret Willson, author of *Woman, Captain, Rebel*. This is a followup to her in-person talk on March 24.
- Oct. 1-Jan. 31: Art in the Library displays works by Elizabeth Kandror.
- Oct. 6: Author visit by John Messick, author of *Compass Lines*.
- Oct. 12: Discussion panel with Guiding Growth.
- Oct. 20: New fish added to the fish wall in front of the library, honoring donors who contributed to the library endowment fund or the Friends of the Library endowment.
- Oct. 24-31: Wi-fi nodes upgraded throughout the library, allowing faster data and more simultaneous users.



Halloween in Homer is serious business

October

On Oct. 20, Moose Run Metalsmiths installed new fish on the fish wall, for the first time in nearly 20 years. The fish wall is an art installation in the plaza outside the library and features copper fish adorned with the names of major donors. Current policy awards a small fish to donors who contribute \$500 in direct financial assistance to the library (preferably through one of the endowment funds), while donors who give \$2,500 or more qualify for a large one.

On Oct. 10, work crews began spreading gravel for resurfacing the Story Walk Trail. Crews from public works have since made some changes to address drainage issues. The survey of plants on the western lot is complete, and the western lot committee chose a few plants to explore further for signage and programs. City IT staff upgraded the wi-fi system, which increases the number of simultaneous users from 40 to 60 and allows higher bandwidth.

- Oct. 26: Author visit by local writer Robert Stark, author of *Warflower*.
- Oct. 31: Trick or treat in the library.
- Nov. 30: *Juneau to Juneau* travelogue by Marylou Burton.
- Dec.: Revisions to the teen area, including new seating, tables and lighting.
- Dec.: Giving Tree up in the lobby.
- Dec. 31: The balance in the library endowment fund stands at \$56,496.11.

November

On Nov. 16, the Attorney General of Alaska posted a public letter to all school and public libraries in the state. The letter reviews state laws governing sexual offenses against minors, and warns librarians that including “indecent materials” in the library collection may be a prosecutable offense if minors are able to find those materials.

The library hosted an excellent travel program by Marylou Burton on Nov. 30, describing her six-and-a-half-year voyage around the world with her husband. Ninety-six people attended!

December

We added new chairs, tables and lighting in the teen section. Throughout the month, patrons purchased 38 books from the Giving Tree and donated more than \$900 in gift certificates to the Homer Bookstore.

We revived the digital picture frame that displays Homer patrons with their library cards from 2011, and it’s out on the table by the front desk. During 2024, the Friends of the Library will add new photos to the show.



In 2011, City IT Network Administrator Tomasz Sulczynski showed off his library card for the slide show

Thank you!

Our deepest thanks to all those who supported the library over the past year. Many members of the public contributed their time, energy and money to guarantee the success of the institution. We here recognize those who donated to the library's long-term sustainability:

Library Endowment Fund

Anonymous (2)

National Philanthropic Trust

Donna and Wayne Aderhold

Dave Berry

Marcia Kuszmaul

Kerry Ozel

Friends of Homer Public Library Endowment Fund

Anonymous

Doug and Landa Baily

2023 by the numbers at Homer Public Library



125,675

Visits to the library



157,634

Items checked out

729

New library cards issued

13,504

Patrons attended programs

1,135 attended
Summer Reading events

2,919 sessions
Study Rooms + Meeting Room

25,595 sessions
Public computers + library WiFi

2,466

Volunteer hours logged





THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation and
Public Facilities

Office of the Commissioner

3132 Channel Drive
P.O. Box 112500
Juneau, Alaska 99811-2500
907.465.3900
dot.state.ak.us

January 9, 2023

Jennifer Carroll
Special Projects & Communications Coordinator
City of Homer
491 East Pioneer Avenue
Homer, AK 99603

Dear Ms. Carroll:

Thank you for your comments on the draft 2023-2027 Statewide Transportation Improvement Program. We greatly value stakeholder engagement and appreciate your attention to the draft STIP. This letter is in response to City of Homer Resolution 21-065, Resolution 23-083A as well as the City of Homer's comments provided in publicinput.com.

We note your request to add Homer Harbor Expansion to the 2024-2027 STIP and that the Homer Harbor Expansion project is estimated at \$278,000,000. The project description will describe that the project completes a US Army Corps of Engineers feasibility study with the purpose of constructing a large vessel harbor to the north of Homer's existing Port and Harbor. We apologize that this was missed in the initial draft, and this will be added as a community driven project seeking funding in the final STIIP.

We also appreciate the City's diligence in maintaining the Homer Harbor port infrastructure. As you note, we have included the Homer Harbor Critical Gloat System Replacement project in the community driven not yet funded portion of the STIP.

Access to the Homer Spit is critical to the Kenai Peninsula and Alaska. We recognize the need for the Homer Spit Coastal Erosion Mitigation project, and value our partnership in applying for discretionary grants to support mitigation and stabilization efforts. We also appreciate the City of Homer's support for the M/V Tustumena Replacement Vessel project, and recognize the AMHS reliance on the Homer Spit for the ferry terminal.

We note that the city of Homer is officially requesting the inclusion of the REACH (Realizing Equitable, Accessible Connectivity in Homer) project in the Alaska 2024-2027 STIP as an illustrative project. This project involves Planning, pre-development and construction activities to comprehensively transform Homer's major travel routes into complete streets with pedestrian pathways. We understand this initial effort is estimated at \$1,400,000. This will be added as a community driven project seeking funding in the final STIP.

We note your support for the Kachemak Drive pavement preservation project to include non-motorized accommodations and your desire to add it to the STIP. We will add this project to our needs list, and also encourage you to consider it for a discretionary grant opportunity in the future. We would be interested in collaborating with you on this effort.

"Keep Alaska Moving"

Thank you for your comments on the Sterling Highway Milepost 157-169 Reconstruction Project (Anchor Point to Baycrest Hill). We have passed your comments along to our design team, and will consider the improvements suggestions to Baycrest Overlook and Dimond Creek Crossing. We have received many comments in support of the Diamond Creek Crossing.

Thank you for your support of the Transportation Alternatives Program, the Community Transportation Program, the ADA Implementation and Guidance efforts, as well as the National Electric Vehicle Infrastructure formula program.

We also note your proposal to add the following road projects to the STIP:

- Sterling Highway Milepost 172 Drainage Improvements. DOT&PF appreciates attention to this area, and the potential drainage problems. We have added to our needs list, and will be evaluating this area for subsequent projects in the near future.
- Homer Main Street Rehabilitation and Sidewalk. We appreciate your description of the need and have added this to our needs list.
- East Hill Road and West Hill Road Bike Lanes. We note this request and have added this project to our needs list.
- Sterling Highway Milepost 169-175 Pavement Preservation and Safety Upgrades. We note this request and have added this project to our needs list.

Sincerely,



Ryan Anderson, P.E.

Commissioner

Department of Transportation and Public Facilities

**CITY OF SELDOVIA
RESOLUTION 24-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELDOVIA, ALASKA
EXPRESSING SUPPORT FOR THE HOMER HARBOR EXPANSION GENERAL
INVESTIGATION STUDY**

WHEREAS, Homer's Port & Harbor is a regional port and community hub which is critically important to those living in the City of Seldovia; and

WHEREAS, Homer's Port & Harbor serves the needs of commercial vessels operating across southcentral and western Alaska, and the Arctic in the maritime industrial, marine transportation and commercial fishing industries and, over time, the increased demand for services provided by the Homer Port & Harbor has outgrown Homer harbor's ability to safely and efficiently serve this fleet; and

WHEREAS, the City of Homer ("City") has identified a new large vessel port expansion among its highest ranked priority capital improvement projects since 2004 to (1) meet the growing needs of our commercial fleet, (2) address overcrowding and associated navigational safety concerns and high maintenance costs, and (3) support emerging regional and national economic opportunities; and

WHEREAS, in recognition of this need, the City and the U.S. Army Corps of Engineers ("USACE") entered into a Federal Cost Share Agreement in March 2023 to initiate a Homer Harbor Expansion General Investigation ("GI") that investigates all planning aspects needed to build a large vessel harbor at the Homer Spit including, but not limited to: selecting a preferred design alternative and construction methods, evaluating social, economic and environmental factors, determining costs and conducting a cost benefit analysis; and

WHEREAS, the initial cost of the Homer Harbor Expansion GI study was set per the USACE Project Management Plan (PMP) at \$3,000,000, as a shared partnership between the USACE, the State of Alaska, and the City (\$1.5M federal/\$750,000 State of Alaska/\$750,000 City of Homer; and

WHEREAS, after reaching the study's Alternatives and Measures Milestone, the USACE project development team updated the PMP to include two additional activities in the GI scope (geotechnical analysis and ship simulation) so that the study would have sufficient data to develop the most realistic benefit to cost ratio; and

WHEREAS, the additional work increases the cost of the GI study by \$1,154,093 to be similarly shared between the Federal and local partners; and

WHEREAS, Homer City Council passed Resolution 23-130 agreeing to the revised scope and cost of the GI under the PMP, stating it is prudent to continue to explore options for a harbor expansion to relieve congestion and improve navigational safety within Homer's Port and Harbor; and

WHEREAS, consistent with the shared local match partnership, Homer City Council Resolution 23-130 additionally expresses the City of Homer's intent to appropriate funds in the amount of \$288,524 for fifty percent of the required local sponsor match and to seek State matching funds for the remaining fifty percent; and

WHEREAS, investment in the GI supports current and future maritime, marine transportation, and commercial fishing industry promoting the livelihood of individuals in the Kenai Peninsula, the City of Homer and its surrounding remote communities, and the State of Alaska; and

WHEREAS, support of for the GI study and the completion of the Homer Harbor Expansion project, aligns with the City of Seldovia's Comprehensive Plan and regional priorities and partnership between the City of Homer, City of Seldovia, and Seldovia Village Tribe;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELDOVIA, ALASKA :

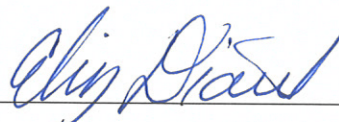
SECTION 1. That the City of Seldovia supports the State of Alaska providing \$288,523 in additional match funds in the FY25 State budget in order to fully fund local match requirements for the Homer Harbor Expansion General Investigation study in partnership with the US Army Corps of Engineers and the City of Homer as the development of this public facility will help enhance safety and economic prosperity among the many Alaskan communities who depend on services operating out of Homer Port and Harbor.

SECTION 2. That copies of this resolution be sent to Governor Dunleavy and legislative delegates for the Kenai Peninsula.

SECTION 3. That this resolution is effective immediately upon adoption.

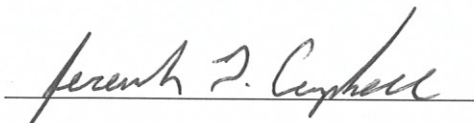
PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Seldovia on this 22nd day of January, 2024.

ATTEST:

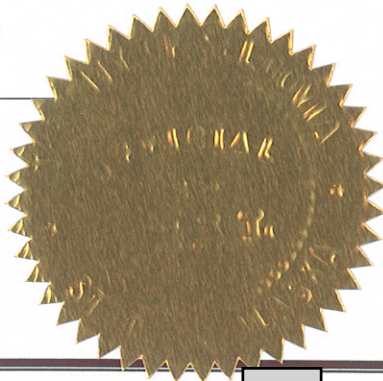


Liz Diamant, City Clerk

APPROVED:



Jeremiah Campbell, Mayor



Building a Strong Town

FREE • OPEN TO EVERYONE

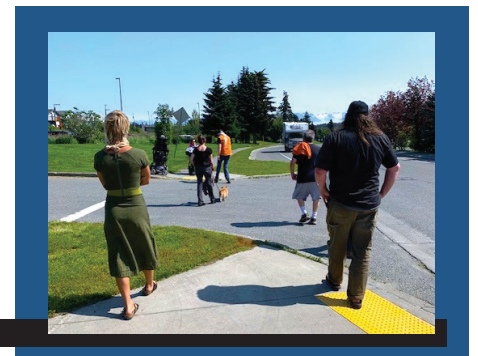
Homer community members, groups, and the City of Homer are actively seeking solutions to local challenges like sustainable growth, affordable housing, a walkable and bike-able community, and fiscally responsible local government.



A COMMUNITY PRESENTATION WITH CHUCK MAROHN STRONG TOWNS FOUNDER & PRESIDENT

Charles “Chuck” Marohn is the founder and president of Strong Towns. He is a land use planner and civil engineer with decades of experience. He holds a bachelor’s degree in civil engineering and a Master of Urban and Regional Planning, both from the University of Minnesota.

Visit <https://www.strongtowns.org> for more info.



Tuesday February 20, 2024 • 6 pm - 7:30 pm

Doors open at 5:30 pm. Talk begins at 6 pm followed by Q&A

In Person: Kachemak Bay Campus, Room 202

Online: Zoom



<https://us02web.zoom.us/j/81377496791>
Meeting ID: 813 7749 6791
Passcode: 99603

Join the City of Homer and community partners for a special guest presentation, “Building a Strong Town” by Strong Towns founder Chuck Marohn. Strong Towns advocates for a new way of thinking about the way we build our world, and supports thousands of people across the United States and Canada who are working to make their cities safe, livable, and financially resilient.

We look forward to connecting Marohn and his organization’s experience with Homer residents interested in building a resilient and prosperous community, and to spark conversation and solutions as the City of Homer begins development of a new Comprehensive Plan that will guide our community for the next 10-20 years.

SPONSORED BY THE CITY OF HOMER

For more event info, contact:
planning@ci.homer.ak.us
Phone: (907) 359-3119



STRONG TOWNS

A FILM BY ELLEN FRANKENSTEIN & ATMAN MEHTA

CRUISE BOOM

A community on the cusp of change

- FREE ADMISSION -

HOMER SCREENING

sponsored by the City of Homer

TUESDAY | FEB 27TH | 6 PM | HOMER THEATRE



Archange Inc. presents
Directed, Filmed & Edited by Ellen Frankenstein & Atman Mehta
Consulting Editor Shirley Thompson - Animation Ryan Morse
Audio Post Tom Disher - Original Music by Bryan Lovett, Graham Lebron,
Fred Knowles, Rita ... & Ethan Vastola
www.cruisefilm.com



Watch the Trailer



January 29, 2024

City of Homer
491 E. Pioneer Ave
Homer, AK 99603

Dear Mayor Castner, City Council, and City Staff,

This letter serves as our quarterly report from October 1 to December 31, 2023. Homer Business Advisor Robert Green finished the year on a high note, supporting 130 business owners and entrepreneurs while receiving 100% client satisfaction on surveys. It was a relatively slow year for capital infusion, with interest rates for business loans often double what they were two years ago. This past year, 78% of Homer clients chose to meet in person with Robert, indicating a strong preference from local business owners and entrepreneurs to have this service in their community rather than travel to Soldotna. Here is a summary of deliverables to the Homer community during the quarter (year):

Client Hours: 122.8 (622.1)	Jobs Supported: 40 (258)
Total Clients: 34 (130)	Capital Infusion: \$0 (\$293,000)
New Businesses Started or Bought: 6 (10)	Client Surveys: 100% positive (100% positive)

This report provides lists of the top advising topics and top industries obtaining technical assistance from the Alaska SBDC in Homer. Assistance to entrepreneurs looking to start new businesses and business planning were the top topics this quarter. Accommodation jumped into the top spot for industries advised, while retail stores and professional guides remained near the top of the list.

Topics

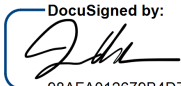
1. Start-up Assistance: 50.7 hrs (41%)
2. Business Planning: 30.8 hrs (25%)
3. General Management: 16.2 hrs (13%)
4. Buy/Sell Business: 9.0 hrs (7%)
5. Legal Issues: 8.1 hrs (7%)

Industries

1. Accommodation: 38.7 hrs (32%)
2. Retailers: 17.9 hrs (15%)
3. Guides: 14.5 hrs (12%)
4. Manufacturing: 13.7 hrs (11%)
5. Entertainment: 9.7 hrs (8%)

We would like to thank the City of Homer for their support of the Homer Business Advisor position. The \$10,000 funding provided by the mayor and city council is critical in retaining the Homer SBDC office in 2024. We greatly appreciate the knowledge, experience, and consistency Robert Green brings to efforts in Homer. Please do not hesitate to contact us if you have any questions.

Sincerely,

DocuSigned by:

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Jon Bittner
Executive Director
Alaska SBDC

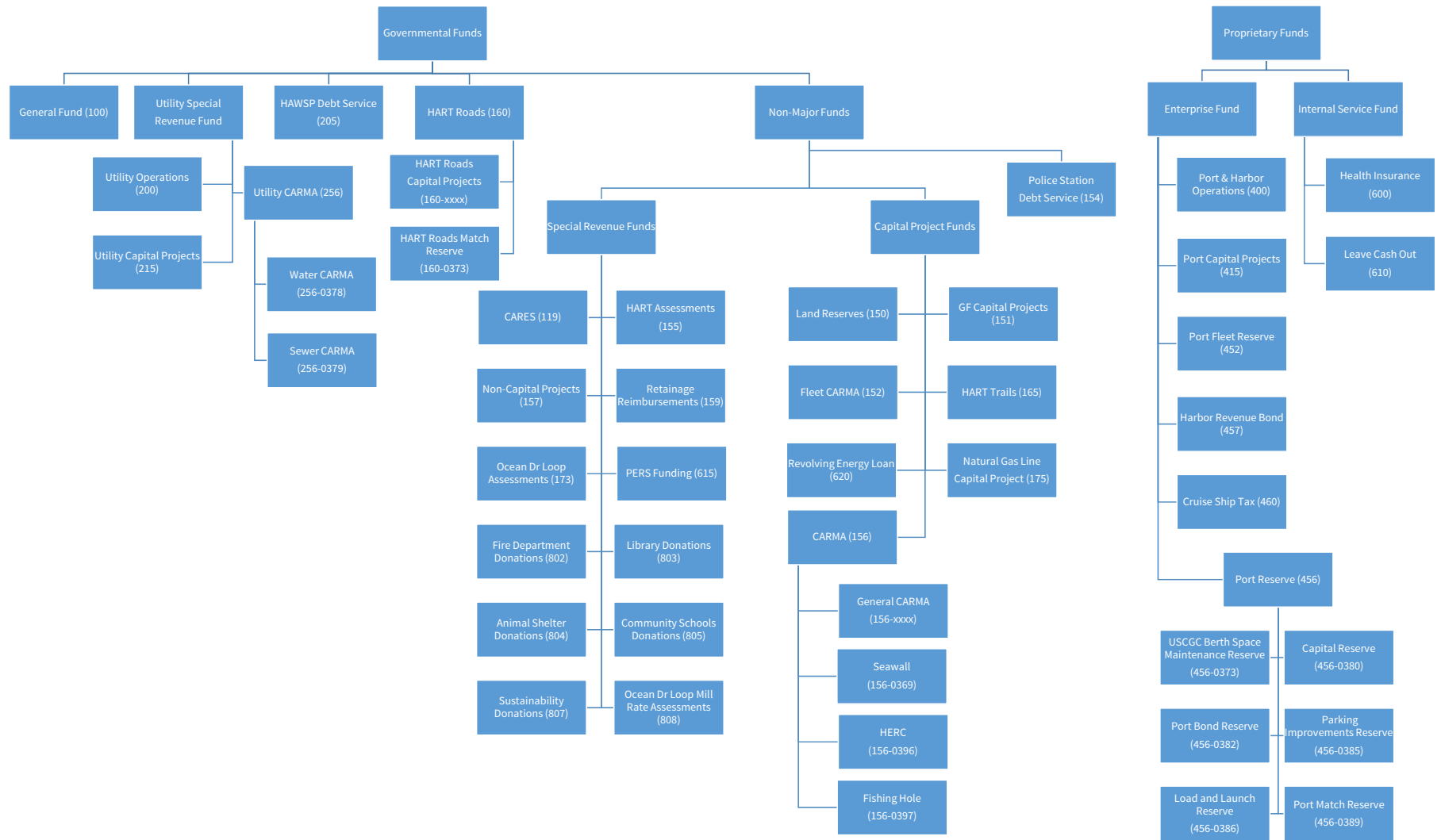
Financial Report - FY24 2nd Quarter
Provided February 12, 2024

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City of Homer
Financial Reporting Schedule
for Calendar Year 2024

Dates	Event
1/8/2024	Monthly FY24 Year-to-Date (YTD) Report
1/22/2024	
2/12/2024	FY24 2nd Quarter Report
2/26/2024	Monthly FY24 YTD Report
3/11/2024	
3/26/2024	Monthly FY24 YTD Report
4/8/2024	
4/22/2024	Monthly FY24 YTD Report
5/13/2024	FY24 3rd Quarter Report
5/28/2024	Monthly FY24 YTD Report
6/10/2024	
6/24/2024	Monthly FY24 YTD Report
7/22/2024	Monthly FY24 Year-End Report - Preliminary
8/12/2024	FY24 4th Quarter Report
8/26/2024	Monthly FY25 YTD Report
9/9/2024	
9/23/2024	Monthly FY25 YTD Report
10/14/2024	
10/28/2024	Monthly FY25 YTD Report
11/12/2024	FY25 1st Quarter Report
11/25/2024	Monthly FY25 YTD Report



Fund Balance Report
Actuals through Quarter Ending December 2023

Fund Name	Fund #	FY22 Actual	FY23 Actual	FY24 YTD	Obligated	Available
General	100	6,840,057	7,432,138	10,772,422	6,624,554	4,147,868
Utility Operations	200	1,129,109	928,252	1,605,036	1,105,364	499,672
Utility Capital Projects	215	(2,032,582)	(3,048,987)	(2,848,056)		(2,848,056)
Utility Reserves	256	3,533,412	4,232,188	3,240,686	1,401,642	1,839,044
HAWSP Debt Service	205	5,187,968	6,740,435	7,151,173	913,356	6,237,817
HART Roads	160	6,564,392	5,192,642	6,346,821	3,123,792	3,223,028
CARES	119	405	(4,579)	1,000		1,000
Police Station Debt Service	154	1,213,963	1,636,448	2,080,527		2,080,527
HART Assessments	155	1,047,210	1,131,469	1,161,851		1,161,851
Non-Capital Projects	157	54,925	29,146	13,456		13,456
Retainage Reimbursements	159	-	(1,453)	3,274		3,274
Seawall Assessments	173	(297,600)	(271,347)	(269,723)		(269,723)
PERS Funding	615	29,553	38,743	294,581		294,581
Fire Department Donations	802	31,346	41,237	42,692		42,692
Library Donations	803	174,949	180,407	184,789		184,789
Animal Shelter Donations	804	335	335	335		335
Community Schools	805	270	269	269		269
Sustainability	807	15,638	16,155	16,570		16,570
Ocean Dr Loop Assessments	808	40,462	43,733	47,270		47,270
Land Reserves	150	1,041,264	971,500	386,573	77,561	309,012
Capital Projects	151	(197,554)	(78,428)	(185,544)		(185,544)
GF Fleet CARMA	152	2,635,202	2,010,376	1,570,067	534,196	1,035,871
GF CARMA	156	2,493,783	2,164,012	2,080,320	1,234,463	845,856
HART Trails	165	878,403	1,039,449	1,103,729	280,678	823,051
Gas Line	175	311,216	874,747	925,939		925,939
Energy Revolving Loan	620	386,043	398,909	398,909		398,909
Total By Fund - Governmental		<u>\$ 31,082,169</u>	<u>\$ 31,697,796</u>	<u>\$ 36,124,965</u>	<u>\$ 15,295,606</u>	<u>\$ 20,829,359</u>
Port & Harbor Operations*	400	250,125	665,606	2,998,245		2,998,245
Port Capital Projects	415	273,207	610,100	452,787		452,787
Port Fleet Reserves	452	154,394	169,514	108,762	59,400	49,362
Port Reserves	456	3,701,392	4,405,158	4,396,017	1,145,175	3,250,842
Port Bonds	457	(2,299,921)	(2,339,694)	(2,359,547)		(2,359,547)
Cruise Ship Landing Tax	460	32,707	-	-	-	-
Total By Fund - Enterprise		<u>\$ 2,111,904</u>	<u>\$ 3,510,684</u>	<u>\$ 5,596,264</u>	<u>\$ 1,204,575</u>	<u>\$ 4,391,689</u>
Health Insurance	600	(76,668)	49,532	179,174		179,174
Leave Cash Out	610	(90,976)	(79,799)	(176,962)		(176,962)
Total By Fund - Internal Service		<u>\$ (167,644)</u>	<u>\$ (30,267)</u>	<u>\$ 2,212</u>	<u>\$ -</u>	<u>\$ 2,212</u>
Total By Fund - All Combined		<u>\$ 33,026,429</u>	<u>\$ 35,178,212</u>	<u>\$ 41,723,442</u>	<u>\$ 16,500,181</u>	<u>\$ 25,223,261</u>

*Determined by formula: Current Assets - Current Liabilities

Fund Balance is the accumulation of operating surpluses/deficits (revenues - expenditures) since the fund's existence.

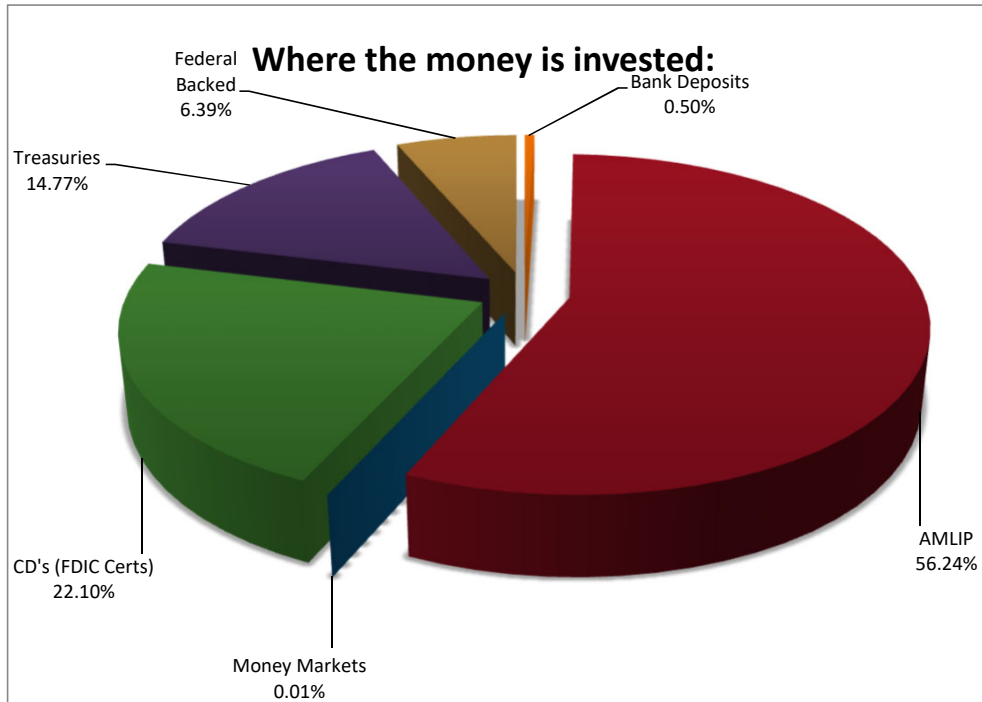
**CITY OF HOMER
Treasurer's Report**

As of:

December 31, 2023

INVESTMENT BY INSTITUTION:	\$ Invested	% Of \$ Invested
Bank Deposits	\$ 198,613	1%
AMLIP	\$ 22,184,193	56%
TVI	\$ 17,065,712	43%
Total Cash and Investments	\$ 39,448,518	100%

MATURITY OF INVESTMENTS:	AMOUNT	% Of Investment by Maturity Date
1 to 30 Days	1/30/2024 \$ 22,384,803	57%
30 to 120 Days	4/29/2024 \$ 1,290,232	3%
120 to 180 Days	6/28/2024 \$ 574,488	1%
180 to 365 Days	12/30/2024 \$ 2,415,328	6%
Over 1 Year	\$ 12,783,668	32%
TOTAL	\$ 39,448,518	100%



These investments are made in accordance with the City of Homer's investment policy pursuant to Ordinance 93-14, Chapter 3.10. The balances reported are unaudited.

Central Treasury Report
Actuals through Quarter Ending December 2023

	FY22	FY23	FY24
	Actual	Actual	YTD
Bank Deposits	1,976,737	1,093,117	198,613
Investments	29,604,318	32,687,196	39,249,905
Total Cash and Investments	\$ 31,581,055	\$ 33,780,313	\$ 39,448,518
Cash and Investments	31,263,075	33,462,332	39,130,538
Restricted Cash and Investments	317,980	317,980	317,980
Total Cash and Investments	\$ 31,581,055	\$ 33,780,313	\$ 39,448,518

By Fund:

Fund Name	Fund Number			
General	100	4,269,337	5,861,086	8,992,380
Utility Operations	200	526,079	(59,796)	548,662
Utility Capital Projects	215	(2,100,339)	(2,703,315)	(2,848,056)
Utility Reserves	256	3,831,134	4,249,087	3,240,686
HAWSP Debt Service	205	4,640,246	6,192,713	6,722,477
HART Roads	160	6,159,364	4,745,984	5,853,871
CARES	119	61,513	3,690	1,000
Police Station Debt Service	154	994,874	1,417,359	1,861,438
HART Assessments	155	1,047,210	1,131,469	1,162,281
Non-Capital Projects	157	64,613	37,800	29,110
Retainage Reimbursements	159	139,097	228,032	217,331
Seawall Assessments	173	-	294,559	303,787
PERS Funding	615	29,553	38,743	294,581
Fire Department Donations	802	53,351	41,237	42,692
Library Donations	803	164,949	170,407	174,789
Animal Shelter Donations	804	335	335	335
Community Schools	805	270	269	269
Sustainability	807	15,638	16,155	16,570
Ocean Dr Loop Assessments	808	40,462	43,733	47,270
Land Reserves	150	1,041,264	971,753	386,573
Capital Projects	151	102,793	(152,511)	(177,030)
GF Fleet CARMA	152	1,928,596	1,303,770	863,461
GF CARMA	156	2,527,555	2,200,770	2,092,107
HART Trails	165	826,494	984,676	1,048,956
Gas Line	175	300,635	874,747	1,011,249
Energy Revolving Loan	620	386,043	398,909	398,909
Port & Harbor Operations	400	394,717	874,793	2,960,788
Port Capital Projects	415	276,957	139,802	(147,213)
Port Fleet Reserves	452	154,394	169,514	108,762
Port Reserves	456	3,723,842	4,472,688	4,397,817
Port Bonds	457	(19,921)	(99,694)	(159,547)
Cruise Ship Landing Tax	460	-	(38,183)	-
Health Insurance	600	-	49,532	179,174
Leave Cash Out	610	-	(79,799)	(176,962)
Total By Fund		\$ 31,581,055	\$ 33,780,313	\$ 39,448,518

General Fund
Expenditure Report
Actuals through Quarter Ending December 2023
50% Fiscal Year Elapsed

Current Fiscal Analysis

	FY24		FY24 YTD	
	ADOPTED		ACTUAL	
	BUDGET		\$	%
Revenues				
Property Taxes	\$ 4,115,085	\$ 4,373,562	106%	
Sales and Use Taxes	8,939,282	5,374,976	60%	
Permits and Licenses	43,797	24,900	57%	
Fines and Forfeitures	10,303	1,274	12%	
Use of Money	0	173,218		
Intergovernmental	746,338	257,567	35%	
Charges for Services	396,890	271,127	68%	
Other Revenues	-	53,733		
Airport	198,448	115,103	58%	
Operating Transfers	1,728,989	-	0%	
Total Revenues	\$ 16,179,131	\$ 10,645,460	66%	
Expenditures & Transfers				
Administration	\$ 2,288,320	\$ 901,756	39%	
Clerks/Council	927,024	367,359	40%	
Planning	387,478	126,507	33%	
Library	1,079,132	507,840	47%	
Finance	898,578	361,482	40%	
Fire	1,881,175	818,149	43%	
Police	4,282,603	2,153,904	50%	
Public Works	3,512,438	1,548,691	44%	
Airport	229,618	85,693	37%	
City Hall, HERC	179,040	87,578	49%	
Non-Departmental	179,000	154,000	86%	
Total Operating Expenditures	\$ 15,844,405	\$ 7,112,960	45%	
Transfer to Other Funds				
Leave Cash Out	\$ 221,360	\$ -	0%	
Other	103,366	-	0%	
Total Transfer to Other Funds	\$ 324,725	\$ -	0%	
Transfer to CARMA				
General Fund Fleet CARMA	\$ -	\$ -	0%	
General Fund CARMA	-	-	0%	
Seawall CARMA	10,000	-	0%	
Total Transfer to CARMA Funds	\$ 10,000	\$ -	0%	
Total Expenditures & Transfers	\$ 16,179,131	\$ 7,112,960	44%	
Net Revenues Over (Under) Expenditures	\$ 0	\$ 3,532,500		

Water and Sewer Fund
Expenditure Report
Actuals through Quarter Ending December 2023
50% Fiscal Year Elapsed

Current Fiscal Analysis

	FY24		FY24 YTD	
	ADOPTED		ACTUAL	
	BUDGET		\$	%
Revenues				
Water Fund	\$ 2,369,005	\$ 1,230,870	52%	
Sewer Fund	1,948,388	1,070,614	55%	
Total Revenues	\$ 4,317,393	\$ 2,301,485	53%	
Expenditures & Transfers				
<u>Water</u>				
Administration	\$ 309,507	\$ 160,174	52%	
Treatment Plant	684,568	310,638	45%	
System Testing	33,000	18,682	57%	
Pump Stations	115,707	44,012	38%	
Distribution System	372,744	187,857	50%	
Reservoir	19,025	7,857	41%	
Meters	285,597	27,770	10%	
Hydrants	214,533	100,525	47%	
<u>Sewer</u>				
Administration	\$ 303,612	\$ 155,510	51%	
Plant Operations	836,304	354,131	42%	
System Testing	18,000	5,953	33%	
Lift Stations	216,060	93,372	43%	
Collection System	306,884	120,592	39%	
Total Operating Expenditures	\$ 3,715,541	\$ 1,587,071	43%	
Transfer to Other Funds				
Leave Cash Out	\$ 15,769	\$ -	0%	
GF Admin Fees	-	-	0%	
Other	22,945	-	0%	
Total Transfer to Other Funds	\$ 38,714	\$ -	0%	
Transfers to CARMA				
Water	\$ 309,001	\$ -	0%	
Sewer	254,138	-	0%	
Total Transfer to CARMA Funds	\$ 563,138	\$ -	0%	
Total Expenditures & Transfers	\$ 4,317,393	\$ 1,587,071	37%	
Net Revenues Over(Under) Expenditures	\$ 0	\$ 714,414		

Port and Harbor Fund
Expenditure Report
Actuals through Quarter Ending December 2023
50% Fiscal Year Elapsed

Current Fiscal Analysis

	FY24		FY24 YTD	
	ADOPTED BUDGET		ACTUAL	
			\$	%
Revenues				
Administration	\$ 614,164	\$ 443,833	72%	
Harbor	3,961,361	3,122,987	79%	
Pioneer Dock	307,804	163,641	53%	
Fish Dock	578,477	382,158	66%	
Deep Water Dock	182,426	58,512	32%	
Outfall Line	4,800	-	0%	
Fish Grinder	7,390	10,393	141%	
Load and Launch Ramp	130,000	62,829	48%	
Total Revenues	\$ 5,786,422	\$ 4,244,353	73%	
Expenditures & Transfers				
Administration	\$ 1,143,305	\$ 622,999	54%	
Harbor	1,609,487	707,639	44%	
Pioneer Dock	86,345	41,506	48%	
Fish Dock	747,966	318,003	43%	
Deep Water Dock	104,705	49,159	47%	
Outfall Line	13,500	4,015	30%	
Fish Grinder	27,682	25,546	92%	
Harbor Maintenance	533,783	241,899	45%	
Main Dock Maintenance	51,393	22,306	43%	
Deep Water Dock Maintenance	61,893	24,722	40%	
Load and Launch Ramp	138,815	58,302	42%	
Total Operating Expenditures	\$ 4,518,876	\$ 2,116,098	47%	
Transfer to Other Funds				
Leave Cash Out	\$ 73,867	\$ -	0%	
GF Admin Fees	-	-	0%	
Debt Service	0	-	0%	
Other	375,092	-	0%	
Total Transfer to Other Funds	\$ 448,959	\$ -	0%	
Transfers to Reserves				
Harbor	\$ 818,588	\$ -	0%	
Load and Launch Ramp	-	-	0%	
Total Transfer to Reserves	\$ 818,588	\$ -	0%	
Total Expenditures & Transfers	\$ 5,786,422	\$ 2,116,098	37%	
Net Revenues Over(Under) Expenditures	\$ 0	\$ 2,128,255		

FUND 100 - GENERAL FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY22	FY23	FY24 YTD ACTUAL		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23			7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
0005	PROPERTY TAXES:					
4101	Real Prop Tax	3,496,052	3,703,173	4,084,958	108.1%	3,777,205
4102	Per Prop Tax	242,101	231,901	236,717	103.2%	229,406
4103	Motr Vehicle Tx	47,004	39,248	23,989	52.5%	45,721
4104	Prior Years Taxes	40,807	52,089	9,330	18.8%	49,662
4105	Pen/Int Prop Tx	11,069	42,898	18,568	261.9%	7,091
4107	Oil Tax	-	4,173	-	0.0%	6,000
	Total Property Taxes	3,837,033	4,073,483	4,373,562	106.3%	4,115,085
0010	SALES & USE TAXES:					
4201	Sales Tax	7,348,772	7,806,007	5,176,379	61.3%	8,451,088
4206	Remote Sales Tax	358,088	505,089	172,092	39.6%	435,000
4202	Cooperative Tax	23,877	24,752	24,504	101.4%	24,161
4203	Liquor License	21,550	-	-	0.0%	25,033
4205	Sales Tax Comm	5,000	3,000	2,000	50.0%	4,000
	Total Sales and Use Taxes	7,757,288	8,338,849	5,374,976	60.1%	8,939,282
0015	PERMITS & LICENSES:					
4301	Driveway Permit	2,475	2,436	870	39.5%	2,204
4302	Sign Permits	150	450	150	100.0%	150
4303	Building Permit	20,945	24,650	9,350	59.3%	15,767
4304	Peddler Permits	2,384	700	340	11.1%	3,067
4308	Zoning Fees	8,050	10,000	13,050	89.6%	14,558
4309	Row Permit	2,730	3,233	90	2.9%	3,135
4310	Marijuana Licenses	1,200	-	-	0.0%	1,333
4314	Taxi/chauffeurs/safety Inspec	2,660	1,505	1,050	29.3%	3,583
	Total Permits and Licenses	40,594	42,973	24,900	56.9%	43,797
0020	FINES & FORFEITURES:					
4401	Fines/Forfeit	3,521	3,118	1,274	12.4%	10,303
4402	Non Moving Fine	17,725	10,278	-	0.0%	-
	Total Fines and Forfeitures	21,246	13,396	1,274	12.4%	10,303
0025	USE OF MONEY:					
4801	Interest Income	(196,256)	120,682	173,218	0.0%	-
4802	Penalty/Interest	-	-	-	0.0%	-
	Total Use of Money	(196,256)	120,682	173,218	0.0%	-
0030	REVENUES-OTHER AGENCIES:					
4503	Prisoner Care	440,066	509,922	154,985	25.0%	619,938
4504	Borough 911	52,800	162,817	52,800	100.0%	52,800
4505	Police Sp Serv	45,000	39,600	9,500	24.0%	39,600
4510	Library E-Rate Discount	18,212	19,908	6,283	0.0%	-
4511	Pioneer Av Maint	34,000	34,000	34,000	100.0%	34,000
4527	PERS Revenue	437,745	-	-	0.0%	-
	Total Intergovernmental	1,027,823	766,246	257,567	34.5%	746,338
0035	CHARGES FOR SERVICES:					
4311	Library Cards	-	11	-	0.0%	-
4315	Project Administration Fee	1,298	1,380	-	0.0%	-
4316	Lid Application Fee	100	100	-	0.0%	-
4317	Lid Yearly Bill	16,477	13,567	3,657	16.7%	21,896
4516	Pw Equip & Serv	-	955	-	0.0%	-
4599	Pioneer Beautification	-	-	-	0.0%	-
4601	Ambulance Fees	357,367	283,609	163,564	87.4%	187,094
4602	Fire Contr Kesa	-	-	-	0.0%	-
4603	Fire Contract - Kachemak City	103,028	112,513	64,283	57.1%	112,513
4604	HVF Class Fees	-	-	-	0.0%	-

FUND 100 - GENERAL FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY22	FY23	FY24 YTD ACTUAL		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23			7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
4607	Other Services	12,376	12,652	6,825	27.7%	24,671
	Camping	150,219	136,533	(3,004)	0.0%	-
4609	Animal Care Fee	16,862	7,650	-	0.0%	-
4610	Plans & Specs	5	3	-	0.0%	-
4611	City Clerk Fees	3,001	4,313	327	14.1%	2,315
4612	Publication Fee	-	100	-	0.0%	-
4613	Cemetery Plots	15,200	13,600	2,200	35.9%	6,133
4614	Community Recreation Fees	12,895	38,821	32,551	101.9%	31,942
4650	Rents & Leases	205	3,661	-	0.0%	8,601
4655	Pavillion Rental	2,400	2,425	725	42.0%	1,725
4660	Advertising - Community School	-	-	-	0.0%	-
4907	Old School Fees	-	-	-	0.0%	-
	Total Charges for Services	691,433	631,893	271,127	68.3%	396,890
0040	OTHER REVENUE:					
4901	Surplus Prop	3,740	67,613	-	0.0%	-
4902	Other Revenue	119,446	43,555	53,733	0.0%	-
4905	Donations/Gifts	-	-	-	0.0%	-
4512	REIMBURSEMENTS	-	-	-	0.0%	-
4906	Proc Law Suits	-	-	-	0.0%	-
	Total Other Revenues	123,185	111,168	53,733	0.0%	-
0045	AIRPORT TERMINAL REVENUES:					
4655	Airline Leases	128,145	152,817	82,797	65.9%	125,605
4656	Concessions	894	1,428	714	5.1%	14,076
4657	Car Rental	52,584	46,274	21,643	58.5%	36,981
4658	Parking Fees	34,071	31,164	9,950	45.7%	21,787
4660	Advertising	5,467	-	-	0.0%	-
	Total Airport	221,161	231,684	115,103	58.0%	198,448
	Total Before Operating Transfers	13,523,507	14,330,373	10,645,460	73.7%	14,450,142
0099	OPERATING TRANSFERS:					
4981	G/F Admin Water	-	-	-	0.0%	-
4982	G/F Admin Sewer	-	-	-	0.0%	-
4983	G/F Admin P & H	-	-	-	0.0%	-
4984	G/F ADMIN HART	-	-	-	0.0%	-
4985	G/F Admin Hawsp	-	-	-	0.0%	-
4987	G/F ADMIN HART -TRAILS	-	-	-	0.0%	-
4990	HART Transfer - Road/Trail Mtn	846,091	907,807	-	0.0%	1,275,378
4992	Other Transfer	10,000	10,000	-	0.0%	10,000
4990	Draw on Fund Balance - Fire Positions	-	-	-	0.0%	226,319
4990	Draw on Fund Balance - Finance Position*	-	-	-	0.0%	148,915
4990	Draw on Fund Balance - Balance Budget	-	-	-	0.0%	68,377
	Total Operating Transfers	856,091	917,807	-	0.0%	1,728,989
	Grand Total	14,379,599	15,248,180	10,645,460	65.8%	16,179,131
	Net Surplus (Deficit)	630,501	505,082	3,532,500		(10,000)

* Finance Position to remain vacant in FY24 and draw will not take place unless position is occupied

FUND 100 - GENERAL FUND						
TOTAL COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY22	FY23	FY24		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23	ACTUAL		7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
Salaries and Benefits						
5101	Salary and Wages	4,929,941	5,635,291	2,765,344	44.9%	6,154,522
5102	Fringe Benefits	3,064,200	3,474,178	1,706,615	49.6%	3,442,262
5103	Part-time Wages	319,196	373,515	145,029	29.4%	493,741
5104	Part-time Benefits	90,106	100,993	84,182	46.0%	182,962
5105	Overtime	576,161	627,508	298,870	74.3%	402,326
5107	Part-time Overtime	13,658	13,571	4,560	25.1%	18,151
5108	Unemployment Benefits	8,377	2,928	1,676	0.0%	-
5112	PERS Relief	437,745	-	-	0.0%	-
Total Salaries and Benefits		9,439,384	10,227,985	5,006,277	46.8%	10,693,963
Maintenance and Operations						
5201	Office Supplies	33,489	43,718	14,572	24.7%	58,950
5202	Operating Supplies	202,331	284,819	160,739	42.9%	374,570
5203	Fuel and Lube	271,689	325,308	138,244	54.8%	252,300
5204	Chemicals	153,864	190,447	-	0.0%	222,600
5205	Ammunition	18,116	14,574	13,189	65.9%	20,000
5206	Food and Staples	40,484	36,721	23,191	46.9%	49,400
5207	Vehicle and Boat Maintenance	260,234	227,479	100,475	34.1%	295,000
5208	Equipment Maintenance	29,309	15,547	12,151	23.8%	51,125
5209	Building & Grounds Maintenance	75,949	76,739	19,786	19.3%	102,757
5210	Professional Services	651,473	794,420	325,684	33.4%	975,050
5211	Audit Services	95,479	33,885	36,939	34.2%	107,856
5213	Survey and Appraisal	(2)	20	4,350	33.5%	13,000
5214	Rents & Leases	129,870	94,413	48,912	25.1%	195,223
5215	Communications	235,079	231,461	119,825	60.8%	197,190
5216	Freight and Postage	21,764	21,642	21,493	145.2%	14,800
5217	Electricity	256,174	266,959	113,986	40.5%	281,792
5218	Water	19,790	18,244	12,961	59.5%	21,769
5219	Sewer	27,280	24,244	17,905	59.7%	30,008
5220	Refuse and Disposal	7,951	7,391	3,318	32.2%	10,300
5221	Property Insurance	38,337	55,522	72,338	118.4%	61,074
5222	Auto Insurance	41,241	43,673	49,583	107.5%	46,124
5223	Liability Insurance	100,044	117,923	120,381	98.6%	122,047
5224	Fidelity Bond	450	450	450	100.0%	450
5227	Advertising	28,640	26,152	12,354	28.1%	43,900
5228	Books	47,923	44,799	18,520	40.5%	45,750
5229	Periodicals	10,286	10,812	1,060	8.4%	12,550
5230	Audio Visual	17,885	14,734	3,704	22.4%	16,500
5231	Tools and Equipment	112,646	111,632	38,367	27.4%	139,945
5233	Computer Related Items	59,786	49,863	34,267	51.8%	66,200
5234	Record and Permits	460	798	507	50.7%	1,000
5235	Membership Dues	19,978	19,318	5,379	18.9%	28,470
5236	Transportation	38,002	48,328	4,439	0.0%	-
5237	Subsistence	20,896	31,047	3,073	0.0%	-
5238	Printing and Binding	3,138	3,213	4,129	30.5%	13,550
5242	Janitorial	2	-	-	0.0%	1,000
5244	Snow Removal	55,725	57,140	5,070	17.1%	29,700
5248	Lobbying	21,000	23,411	8,750	16.8%	52,000

FUND 100 - GENERAL FUND						
TOTAL COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY22	FY23	FY24		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23	ACTUAL		7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
5251	Pioneer Beautification	1,613	1,571	-	0.0%	1,500
5252	Credit Card Expenses	2,140	7,410	9,556	406.6%	2,350
5280	Volunteer Incentives	23,918	32,970	16,527	42.4%	39,000
5282	City Hall Building Maintenance	34,001	10,524	8,545	85.5%	10,000
5283	Library Building Maintenance	3,081	22,865	2,705	10.8%	25,000
5284	Police Building Maintenance	10,514	8,422	2,707	25.8%	10,500
5285	Fire Building Maintenance	4,876	6,215	5,023	100.5%	5,000
5286	Old School Building Maintenance	89	754	-	0.0%	-
5287	Animal Control Building Maintenance	2,349	870	1,967	78.7%	2,500
5288	Old Police Building Maintenance	3,630	545	-	0.0%	-
5292	City Hall Motor Pool	150	328	-	0.0%	700
5293	Police Motor Pool	20,701	18,327	11,003	55.0%	20,000
5294	Fire Motor Pool	14,171	12,069	4,666	25.9%	18,000
5601	Uniform	40,422	38,375	18,174	26.8%	67,900
5602	Safety Equipment	29,619	25,340	15,419	40.6%	37,950
5603	Employee Training	98,952	110,778	103,618	32.3%	320,750
5604	Public Education	2,087	824	1,292	47.0%	2,750
5605	Sister Cities	-	-	-	0.0%	4,000
5611	ADA Compliance	39	-	-	0.0%	250
5614	Car Allowance	7,928	9,839	10,355	105.2%	9,842
5624	Legal Services	402,087	254,699	79,982	40.0%	200,000
5625	Impound Costs	2,735	4,202	(385)	-6.4%	6,000
5626	Jail Laundry Services	733	-	-	0.0%	-
5627	IT Security	-	-	34,956	43.7%	80,000
5630	Haven House	14,000	14,000	-	0.0%	14,000
5632	Wellness Program	27,843	23,875	10,838	40.1%	27,000
5633	Phones	3,230	-	-	0.0%	10,000
5634	Networking	1,956	5,055	2,464	37.9%	6,500
5635	Software	34,892	54,256	35,003	50.4%	69,500
5636	Servers	-	10,129	5,048	20.2%	25,000
5639	Subscription Databases	-	-	3,312	33.1%	10,000
5801	Pratt Museum	69,000	69,000	79,000	100.0%	79,000
5804	Homer Chamber of Commerce	-	-	75,000	100.0%	75,000
5815	Parks & Recreation Board	325	189	-	0.0%	1,500
5830	Homer Foundation	25,000	25,000	-	0.0%	25,000
	Total Maintenance and Operations	4,028,845	4,135,278	2,106,683	40.8%	5,160,442
	Transfers					
5106	Leave Cash Out	136,126	122,629	-	0.0%	221,360
5990	Transfers To	144,742	257,206	-	0.0%	113,366
	Total Transfers	280,868	379,835	-	0.0%	334,726
	Total	13,749,097	14,743,098	7,112,960	43.9%	16,189,131

FUND 200 - UTILITY FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY22	FY23	FY24 YTD ACTUAL		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23	\$	%	7/1/23 - 6/30/24
		ACTUAL	ACTUAL			BUDGET
Water Revenue						
Operating Revenue:						
	Metered Sales	1,845,903	1,915,984	1,187,901	53.7%	2,211,899
4661	Connection Fees	19,973	16,382	7,620	44.3%	17,211
4662	Services & Meters	81,955	33,625	19,927	62.6%	31,829
4663	In Lieu of City Sales Tax	424	459	233	0.0%	-
Total Operating Revenue		1,948,255	1,966,450	1,215,681	53.8%	2,260,940
Non- Operating Revenue						
4801	Interest on Investments	(24,136)	(1,235)	10,866	0.0%	-
4802	Penalty & Interest (Utilities)	6,527	6,061	4,324	85.4%	5,065
4527	PERS Revenue	47,429	-	-	0.0%	-
4992	Transfer from GF	91,418	91,734	-	0.0%	103,000
Total Non-Operating Revenue		121,238	96,561	15,189	14.1%	108,065
Total Water Revenue		2,069,492	2,063,011	1,230,870	52.0%	2,369,005
Sewer Revenue						
Operating Revenue						
	Metered Sales	1,761,570	1,829,631	1,057,683	55.2%	1,917,298
4619	Inspection Fees	-	-	-	0.0%	-
4662	Services & Meters	42,390	123,763	5,805	22.8%	25,515
4701	RV Dump Station	1,264	10,505	7,126	127.8%	5,575
Total Operating Revenue		1,805,224	1,963,899	1,070,614	54.9%	1,948,388
Non- Operating Revenue						
4527	PERS Revenue	38,858	-	-	0.0%	-
Total Non-Operating Revenue		38,858	0	0	0.0%	0
Total Sewer Revenue		1,844,082	1,963,899	1,070,614	54.9%	1,948,388
Total Operating Revenue		3,753,479	3,930,349	2,286,295	54.3%	4,209,328
Total Non-Operating Revenue		160,095	96,561	15,189	14.1%	108,065
Total Water & Sewer Revenues		3,913,574	4,026,910	2,301,485	53.3%	4,317,393
Net Surplus (Deficit)		150,093	380,953	714,414		0

FUND 200 - UTILITY FUND						
WATER COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY22	FY23	FY24		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23	ACTUAL		7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
<u>Salaries and Benefits</u>						
5101	Salary and Wages	551,756	606,673	339,258	49.9%	679,587
5102	Fringe Benefits	347,235	389,265	215,214	51.3%	419,181
5103	Part-time Wages	1,118	19,303	-	0.0%	4,296
5104	Part-time Benefits	124	2,079	-	0.0%	489
5105	Overtime	35,815	30,312	18,787	43.1%	43,573
5107	Part-time Overtime	15	-	-	0.0%	-
5108	Unemployment Benefits	-	-	-	0.0%	-
5112	PERS Relief	47,429	-	-	0.0%	-
	Total Salaries and Benefits	983,493	1,047,632	573,259	50.0%	1,147,127
<u>Maintenance and Operations</u>						
5201	Office Supplies	1,120	907	424	24.2%	1,750
5202	Operating Supplies	121,396	32,346	10,103	4.7%	212,850
5203	Fuel and Lube	29,508	36,173	17,735	58.0%	30,600
5204	Chemicals	136,230	165,691	61,001	40.7%	150,000
5207	Vehicle and Boat Maintenance	39	556	251	50.2%	500
5208	Equipment Maintenance	43,960	33,201	23,953	53.8%	44,550
5209	Building & Grounds Maintenance	6,026	7,786	541	7.0%	7,700
5210	Professional Services	64,750	54,650	11,638	17.8%	65,500
5211	Audit Services	18,755	6,656	7,256	35.9%	20,223
5213	Survey and Appraisal	1,150	1,200	1,200	100.0%	1,200
5215	Communications	15,835	16,657	11,059	122.9%	9,000
5216	Freight and Postage	428	450	98	1.5%	6,500
5217	Electricity	206,025	224,992	83,036	36.6%	226,628
5221	Property Insurance	8,276	11,263	13,386	108.0%	12,389
5222	Auto Insurance	11,343	12,898	13,820	97.4%	14,187
5223	Liability Insurance	3,282	2,649	4,853	166.6%	2,913
5226	Testing and Analysis	17,319	15,580	11,725	69.0%	17,000
5227	Advertising	1,143	1,505	-	0.0%	1,000
5231	Tools and Equipment	3,737	7,588	1,211	12.9%	9,400
5233	Computer Related Items	235	678	-	0.0%	750
5234	Record and Permits	150	200	-	0.0%	250
5235	Membership Dues	1,601	976	-	0.0%	1,000
5236	Transportation	585	680	-	0.0%	-
5237	Subsistence	846	945	-	0.0%	-
5252	Credit Card Expenses	16,373	17,436	6,135	24.5%	25,000
5602	Safety Equipment	2,395	2,702	-	0.0%	1,512
5603	Employee Training	3,455	4,637	2,455	18.7%	13,150
5606	Bad Debt Expenses	7,700	8,821	1,305	10.9%	12,000
5608	Debt Repayment - Interest	1,729	1,639	1,072	0.0%	-
	Total Maintenance and Operations	725,389	671,462	284,255	32.0%	887,553
<u>Transfers</u>						
5106	Leave Cash Out	57,790	64,979	-	0.0%	7,414
5241	GF Admin Fees	-	-	-	0.0%	-
5990	Transfers To	265,500	124,780	-	0.0%	326,911
	Total Transfers	323,290	189,759	-	0.0%	334,325
	Total	2,032,172	1,908,853	857,514	36.2%	2,369,005

FUND 200 - UTILITY FUND						
SEWER COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY22	FY23	FY24		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23	ACTUAL		7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
Salaries and Benefits						
5101	Salary and Wages	467,177	507,105	284,154	49.8%	570,038
5102	Fringe Benefits	295,421	317,184	176,892	51.2%	345,785
5103	Part-time Wages	2,367	5,902	1,560	9.7%	16,095
5104	Part-time Benefits	252	650	166	9.2%	1,806
5105	Overtime	22,044	19,675	13,259	55.2%	24,020
5107	Part-time Overtime	15	-	-	0.0%	-
5108	Unemployment Benefits	-	-	-	0.0%	-
5112	PERS Relief	38,858	-	-	0.0%	-
Total Salaries and Benefits		826,134	850,516	476,032	49.7%	957,743
Maintenance and Operations						
5201	Office Supplies	396	731	1,080	98.2%	1,100
5202	Operating Supplies	35,721	29,161	12,633	21.5%	58,800
5203	Fuel and Lube	25,897	21,275	10,271	34.2%	30,000
5204	Chemicals	63,027	77,446	23,436	35.5%	66,000
5207	Vehicle and Boat Maintenance	207	246	129	51.7%	250
5208	Equipment Maintenance	44,215	35,685	7,349	18.4%	40,000
5209	Building & Grounds Maintenance	2,824	1,345	189	5.0%	3,800
5210	Professional Services	49,302	82,810	37,820	49.1%	77,000
5211	Audit Services	18,755	6,656	7,256	35.9%	20,223
5214	Rents & Leases	-	-	-	0.0%	-
5215	Communications	7,222	6,527	4,813	87.5%	5,500
5216	Freight and Postage	-	-	541	8.3%	6,500
5217	Electricity	284,705	289,421	95,777	30.6%	313,176
5218	Water	669	662	371	50.5%	736
5219	Sewer	669	692	387	52.5%	736
5221	Property Insurance	10,822	16,942	22,701	121.8%	18,636
5222	Auto Insurance	11,343	12,898	13,820	97.4%	14,187
5223	Liability Insurance	2,530	2,112	4,014	172.8%	2,324
5226	Testing and Analysis	3,305	7,352	2,952	45.4%	6,500
5227	Advertising	-	-	-	0.0%	1,250
5231	Tools and Equipment	1,797	3,418	1,218	25.4%	4,800
5233	Computer Related Items	-	-	-	0.0%	-
5234	Record and Permits	7,960	7,920	-	0.0%	9,000
5235	Membership Dues	-	1,165	-	0.0%	700
5236	Transportation	293	1,007	-	0.0%	-
5237	Subsistence	176	483	-	0.0%	-
5252	Credit Card Expenses	16,374	17,436	6,134	30.7%	20,000
5601	Uniform	199	300	400	114.2%	350
5602	Safety Equipment	2,934	2,956	231	8.7%	2,650
5603	Employee Training	5,839	6,945	-	0.0%	16,400
5606	Bad Debt Expenses	(8,796)	(518)	-	0.0%	2,500
Total Maintenance and Operations		588,383	633,073	253,525	35.1%	723,118
Transfers						
5106	Leave Cash Out	14,236	14,263	-	0.0%	8,355
5241	GF Admin Fees	-	-	-	0.0%	-
5990	Transfers To	302,557	239,253	-	0.0%	259,173
Total Transfers		316,792	253,516	-	0.0%	267,528
Total		1,731,309	1,737,104	729,557	37.4%	1,948,388

FUND 400 - PORT & HARBOR ENTERPRISE FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY22	FY23	FY24 YTD		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23	ACTUAL		7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
0600	HARBOR ADMINISTRATION					
4515	Ferry Lease	18,000	18,000	18,000	100.0%	18,000
4650	Rents & Leases	413,267	503,987	280,217	56.0%	500,000
	Operating Revenue - Admin	431,267	521,987	298,217	57.6%	518,000
4527	PERS Revenue	92,383	-	-	0.0%	-
4634	Port Storage Fee	119,992	207,662	81,309	84.6%	96,164
4635	Port Impound Fee	204	816	997	0.0%	-
4705	Business Licenses	10	20	5	0.0%	-
4801	Interest On Investments	(62,000)	73,468	63,304	0.0%	-
4901	Surplus Property	26,078	2,187	-	0.0%	-
4902	Other Revenue	123,189	11,023	-	0.0%	-
4990	Transfers In	-	-	-	0.0%	-
	Non-Operating Revenue - Admin	299,855	295,176	145,615	151.4%	96,164
0601	HARBOR					
4245	Waste Oil Disp	603	1,079	-	0.0%	-
4249	Oil Spill Recovery	(100)	-	-	0.0%	-
4318	Parking Revenue	180,789	158,725	97,133	43.2%	225,000
4319	Electrical Supplies	2,275	1,449	541	22.5%	2,403
4402	Non Moving Fine	-	100	9,503	118.8%	8,000
4624	Berth Transient Monthly	649,848	716,742	390,962	56.0%	698,295
4625	Berth Reserved	1,533,906	1,628,043	1,828,229	103.2%	1,771,547
4626	Berth Transient Annual	315,591	325,749	242,112	75.1%	322,486
4627	Berth Transient Semi Annual	130,453	132,878	24,194	16.0%	151,515
4628	Berth Transient Daily	152,145	159,413	87,666	58.5%	149,805
4629	Metered Energy	186,689	140,575	47,720	51.5%	92,677
4644	Pumping	-	-	-	0.0%	-
4645	Wooden Grid	5,006	4,089	1,574	27.6%	5,697
4646	Commerical Ramp	54,913	49,562	33,312	60.6%	55,000
4647	Berth Wait List	15,211	15,082	2,249	18.1%	12,394
4648	Steel Grid Fees	7,900	6,969	1,367	17.1%	8,000
4654	Spit Camping	-	35,018	147,640	134.2%	110,000
4663	Trans Energy 110v	47,616	34,863	25,688	60.1%	42,746
4664	Trans Energy 220v	16,186	20,569	14,977	52.1%	28,744
4665	Trans Energy 208v	205,197	204,723	83,052	52.2%	159,228
4666	Commerical Ramp Wharfage	38,422	41,055	42,727	106.8%	40,000
	Operating Revenue - Harbor	3,542,651	3,676,683	3,080,646	79.3%	3,883,536
4802	Penalty/Int	6,101	7,797	6,924	106.5%	6,500
4902	Other Revenue	68,633	66,923	35,417	49.7%	71,325
	Non-Operating Revenue - Harbor	74,735	74,720	42,341	54.4%	77,825
0602	PIONEER DOCK					
4631	USCG Leases	35,067	38,976	20,173	55.3%	36,494
4637	Seafood Wharfage-PD	-	-	-	0.0%	-
4638	PD Fuel Wharfage	207,277	198,654	119,774	55.8%	214,809
4639	Pioneer Dock - Wharfage	-	-	-	0.0%	-
4641	PD Water Sales	11,338	9,291	3,880	37.0%	10,500
4642	PD Docking	41,079	39,991	19,814	43.1%	46,000

FUND 400 - PORT & HARBOR ENTERPRISE FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY22	FY23	FY24 YTD		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23	ACTUAL		7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
Operating Revenue - Pioneer Dock		294,761	286,911	163,641	53.2%	307,804
0603	FISH DOCK					
4620	Ice Sales	272,257	243,997	188,449	70.9%	265,742
4621	Cold Storage	27,398	22,319	335	1.3%	25,000
4622	Crane Rental	193,965	203,818	98,436	51.7%	190,306
4623	Card Access Fees	5,780	6,144	2,132	37.4%	5,700
4637	Seafood Wharfage	17,200	20,530	14,451	83.4%	17,324
4700	Other Wharfage Fish Dock	6,694	9,945	29	0.3%	9,843
Operating Revenue - Fish Dock		523,294	506,754	303,831	59.1%	513,915
4206	Fish Tax	66,865	116,236	78,327	121.3%	64,562
0604	DEEP WATER DOCK					
4633	Stevedoring	8,882	49,565	5,637	47.0%	12,000
4637	Seafood Wharfage	-	-	-	0.0%	-
4640	Deep Water Dock Wharfage	-	152,709	-	0.0%	40,426
4643	Deep Water Dock Docking	116,132	121,387	43,306	43.3%	100,000
4668	Dwd Water Sales	32,419	41,651	9,570	31.9%	30,000
4672	Port Security Revenues	-	-	-	0.0%	-
Operating Revenue - DW Dock		157,434	365,311	58,512	32.1%	182,426
0605	OUTFALL LINE					
4704	Outfall Line	4,626	4,800	0	0.0%	4,800
0606	FISH GRINDER					
4706	Fish Grinder	7,018	6,803	10,393	140.6%	7,390
0615	LOAD AND LAUNCH RAMP					
4653	L & L Ramp Revenue	132,446	120,243	62,829	48.3%	130,000
Operating Revenue - L & L Ramp		132,446	120,243	62,829	48.3%	130,000
Total Revenues		5,534,952	5,975,624	4,244,353	73.4%	5,786,422
Net Surplus (Deficit)		471,373	712,546	2,128,255		0

FUND 400 - PORT & HARBOR ENTERPRISE FUND						
COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY22	FY23	FY24 YTD		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23	ACTUAL		7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
Salaries and Benefits						
5101	Salary and Wages	1,128,870	1,195,402	664,150	45.4%	1,464,034
5102	Fringe Benefits	634,397	742,528	464,323	50.8%	914,743
5103	Part-time Wages	107,259	164,248	80,974	52.1%	155,371
5104	Part-time Benefits	12,256	19,005	9,466	49.6%	19,086
5105	Overtime	31,929	29,403	18,430	46.7%	39,439
5107	Part-time Overtime	855	212	506	13.1%	3,879
5108	Unemployment Benefits	348	-	163	0.0%	-
5112	PERS Relief	92,383	-	-	0.0%	-
	Total Salaries and Benefits	2,008,297	2,150,797	1,238,014	47.7%	2,596,550
Maintenance and Operations						
5201	Office Supplies	5,322	6,257	3,030	64.5%	4,700
5202	Operating Supplies	20,623	21,809	16,627	64.0%	26,000
5203	Fuel and Lube	40,700	43,534	21,650	59.6%	36,300
5204	Chemicals	6,410	-	-	0.0%	6,000
5207	Vehicle and Boat Maintenance	21,532	18,002	7,889	31.6%	25,000
5208	Equipment Maintenance	68,340	73,212	18,622	29.1%	64,000
5209	Building & Grounds Maintenance	24,264	56,517	12,412	18.5%	67,000
5210	Professional Services	16,176	51,240	20,127	93.6%	21,500
5211	Audit Services	37,510	16,196	14,512	35.9%	40,446
5213	Survey and Appraisal	24,000	-	-	0.0%	12,500
5214	Rents & Leases	4,280	3,716	2,587	37.0%	7,000
5215	Communications	17,310	8,840	6,919	86.5%	8,000
5216	Freight and Postage	2,619	1,492	516	9.4%	5,500
5217	Electricity	664,046	649,413	231,807	31.7%	730,450
5218	Water	75,643	85,913	78,261	94.1%	83,208
5219	Sewer	13,157	11,977	8,428	58.2%	14,472
5220	Refuse and Disposal	40,694	52,883	26,327	41.6%	63,300
5221	Property Insurance	64,722	88,108	106,791	110.2%	96,919
5222	Auto Insurance	10,007	9,740	10,158	94.8%	10,714
5223	Liability Insurance	86,649	77,367	86,006	124.6%	69,016
5226	Testing and Analysis	-	-	3,280	46.9%	7,000
5227	Advertising	6,076	4,345	5,067	72.4%	7,000
5228	Books and Subscriptions	26	107	-	0.0%	-
5231	Tools and Equipment	9,471	17,252	1,393	8.3%	16,700
5233	Computer Related Items	-	2,459	-	0.0%	-
5234	Record and Permits	-	-	-	0.0%	2,000
5235	Membership Dues	6,088	7,435	2,180	31.1%	7,000
5236	Transportation	6,641	12,464	1,055	26.4%	4,000
5237	Subsistence	6,837	8,765	257	6.4%	4,000
5238	Printing and Binding	1,482	3,993	282	8.1%	3,500
5248	Lobbying	21,000	21,245	8,750	25.0%	35,000
5249	Oil Spill Response	2,833	-	-	0.0%	1,000
5250	Camera Area Network	8,748	7,094	-	0.0%	18,000
5252	Credit Card Expenses	104,946	100,587	91,960	88.4%	104,000
5256	Waste Oil Disposal	45,458	18,691	24,666	54.8%	45,000
5258	Float and Ramp Repairs	8,545	43,986	7,541	30.2%	25,000

FUND 400 - PORT & HARBOR ENTERPRISE FUND						
COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY22	FY23	FY24 YTD		FY24
		7/1/21 - 6/30/22	7/1/22 - 6/30/23	ACTUAL		7/1/23 - 6/30/24
		ACTUAL	ACTUAL	\$	%	BUDGET
5287	Electrical Supplies	2,326	1,010	-	0.0%	2,100
5601	Uniform	8,785	5,986	8,500	89.5%	9,500
5602	Safety Equipment	10,601	5,880	4,776	31.8%	15,000
5603	Employee Training	7,918	5,681	23,012	59.8%	38,500
5606	Bad Debt Expenses	5,230	35,620	520	1.7%	30,000
5608	Debt Payment-Interest	4,665	16,800	-	0.0%	-
5624	Legal Services	-	-	4,388	4.4%	100,000
5627	Port Security	-	-	-	0.0%	2,500
5635	Software	938	134	1,090	27.2%	4,000
5637	Diving Services	4,350	16,045	-	0.0%	8,500
5638	Signage Parking Delineation	12,243	18,065	16,699	53.9%	31,000
	Total Maint. and Operations	1,529,210	1,629,859	878,084	45.9%	1,912,325
	C/O and Transfers					
5106	Leave Cash Out	66,243	62,025	-	0.0%	73,867
5241	GF Admin Fees	-	-	-	0.0%	-
5990	Transfers To	1,459,829	1,420,397	-	0.0%	1,203,680
	Total Others	1,526,072	1,482,422	-	0.0%	1,277,546
	Total	5,063,579	5,263,078	2,116,098	36.6%	5,786,422

**Fund 154 - Police Station DSF
Reconciliation**

	FY 22 Actual	FY 23 Actual	FY 24 YTD	FY 25 Budget	FY 26 Projection
Beginning Balance	832,489	1,213,963	1,636,448	2,135,967	2,667,727
Revenue					
Sales Tax	776,974	817,485	526,079	929,260	929,260
Remaining Budgeted Sales Tax			367,440		
Total Revenue	776,974	817,485	893,519	929,260	929,260
Expenditures					
Debt Payment - Principal	210,000	220,000	230,000	245,000	255,000
Debt Payment - Interest	185,500	175,000	164,000	152,500	140,250
Total Expenditures	395,500	395,000	394,000	397,500	395,250
Change in Net Assets	381,474	422,485	499,519	531,760	534,010
Ending Balance	1,213,963	1,636,448	2,135,967	2,667,727	3,201,737
Debt Balance	3,500,000	3,280,000	3,050,000	2,805,000	2,550,000

**CITY OF HOMER
HOMER, ALASKA**

Aderhold

RESOLUTION 24-022

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
OPPOSING ALASKA HOUSE BILL 3, TITLED “AN ACT RELATING TO
SPECIE AS LEGAL TENDER IN THE STATE; AND RELATING TO
BOROUGH AND CITY SALES AND USE TAXES ON SPECIE”

WHEREAS, The Alaska House of Representatives passed House Bill (HB) 3 in May 2023 and sent it to the Alaska Senate where it has been referred to Senate committees on State Affairs and Finance; and

WHEREAS, HB3 would amend Alaska Statute (AS) Title 29 in the following ways:

1. Define “specie” as gold or silver valued primarily on its metal content and in the form of coin or bullion stamped or imprinted with its weight and purity and
2. Not allow municipalities to tax specie; and

WHEREAS, Alaska’s constitution, Article 10 – Local Government, begins by stating “The purpose of the article is to provide for maximum local self-government ... A liberal construction shall be given to the powers of local government units.”; and

WHEREAS, Municipalities within Alaska currently receive tax revenues from the trade in gold and silver; and

WHEREAS, Removing a source of tax revenue from municipalities is not fair to municipalities, particularly at a time when state revenue sharing with municipalities is uncertain and the State is forcing municipalities to take on more and more funding burdens.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, opposes HB3.

PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, THIS 12th day of February 2024.

CITY OF HOMER

KEN CASTNER, MAYOR

43 ATTEST:

44

45

46 _____

47 MELISSA JACOBSEN, MMC, CITY CLERK

48

49 Fiscal Note: N/A

CS FOR HOUSE BILL NO. 3(FIN)

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-THIRD LEGISLATURE - FIRST SESSION

BY THE HOUSE FINANCE COMMITTEE

Offered: 5/8/23

Referred: Rules

Sponsor(s): REPRESENTATIVES MCCABE, Rauscher, D.Johnson, Cronk, Tomaszewski, Carpenter, McKay, Vance, Allard, Wright, Prax, Stutes, C.Johnson, Sumner, Foster, Stapp, Coulombe, Shaw, Tilton, Patkotak, Ruffridge

A BILL

FOR AN ACT ENTITLED

1 **"An Act relating to specie as legal tender in the state; and relating to borough and city**
2 **sales and use taxes on specie."**

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 *** Section 1.** AS 29.45.650(a) is amended to read:

5 (a) Except as provided in AS 04.21.010(c), AS 29.45.750, and in (f), (h), (i),
6 [AND] (j), **(l)** of this section, a borough may levy and collect a sales tax on sales,
7 rents, and [ON] services provided in the borough. The sales tax may apply to any or
8 all of these sources. Notwithstanding other statutes, exemptions may be granted by
9 ordinance. A borough may wholly or partially exempt a source from a borough sales
10 tax that is taxed by a city in that borough under AS 29.45.700.

11 *** Sec. 2.** AS 29.45.650 is amended by adding a new subsection to read:

12 (l) A borough may not levy or collect a sales or use tax on the sale or
13 exchange of specie. In this subsection, "specie" has the meaning given in
14 AS 44.12.400(d).

1 * **Sec. 3.** AS 29.45.700(a) is amended to read:

2 (a) A city in a borough that levies and collects areawide sales and use taxes
3 may levy sales and use taxes on all sources taxed by the borough in the manner
4 provided for boroughs. Except as provided in (d), [AND] (e), **and (h)** of this section,
5 the assembly may by ordinance authorize a city to levy and collect sales and use taxes
6 on other sources.

7 * **Sec. 4.** AS 29.45.700 is amended by adding a new subsection to read:

8 (h) A city may not levy or collect a sales or use tax on the sale or exchange of
9 specie. In this subsection, "specie" has the meaning given in AS 44.12.400(d).

10 * **Sec. 5.** AS 44.12 is amended by adding a new section to read:

11 **Article 5. Legal Tender.**

12 **Sec. 44.12.400. Legal tender.** (a) To the fullest extent allowed by art. I, sec.
13 10, clause 1, of the Constitution of the United States, legal tender in the state includes
14 specie issued by

15 (1) the federal government at any time;

16 (2) a foreign government at any time; or

17 (3) the state government if a court of competent jurisdiction, by final
18 and unappealable order, ruled the specie to be within state authority to designate as
19 legal tender.

20 (b) A person is not required to accept gold or silver specie as tender.

21 (c) The Legislative Budget and Audit Committee shall study the possibility of
22 establishing additional forms of legal tender for the payment of debts, including public
23 charges, taxes, and other money owed to the state. If the committee determines that
24 additional forms of tender are practical and beneficial, the committee shall prepare
25 legislation establishing an additional form of legal tender for introduction.

26 (d) In this section,

27 (1) "legal tender" means a recognized medium of exchange for the
28 payment of debts;

29 (2) "specie" means gold or silver valued primarily based on its metal
30 content and in the form of

31 (A) coin; or

1 (B) bullion that is stamped or imprinted with its weight and
2 purity.

3 * **Sec. 6.** Section 4, ch. 100, SLA 2002, as repealed and reenacted by sec. 9, ch. 117, SLA
4 2003, and sec. 2, ch. 30, SLA 2005, is repealed and reenacted to read:

5 Sec. 4. AS 29.45.650(a) is amended to read:

6 (a) Except as provided in AS 04.21.010(c) [, AS 29.45.750,] and in (f), (h), (i),
7 (j), and (l) of this section, a borough may levy and collect a sales tax on sales, rents,
8 and services provided in the borough. The sales tax may apply to any or all of these
9 sources. Notwithstanding other statutes, exemptions may be granted by ordinance. A
10 borough may wholly or partially exempt a source from a borough sales tax that is
11 taxed by a city in that borough under AS 29.45.700.