



Agenda

City Council Regular Meeting

Monday, June 23, 2025 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

- a. Proclamation Declaring July as Parks & Recreation Month
- b. Proclamation for ADA Awareness Day, July 26, 2025

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 Regular Meeting Minutes of June 9, 2025 and Special Meeting Minutes of June 16, 2025. City Clerk. Recommend adoption.
- b. Memorandum CC-25-171 from Mayor re: Appointments of Dotti Harness and Sam Walker and Re-Appointment of Franco Venuti to the Planning Commission. Recommend approval.
- c. Memorandum CC-25-172 from Mayor re: Reappointment of Franco Venuti to the Kenai Borough Planning Commission. Recommend approval.
- d. Ordinance 25-45, An Emergency Ordinance of the City Council of Homer, Alaska, Appropriating \$11,000 from the General Fund Capital Asset Repair and Maintenance (CARMA) Fund for the Purpose of Purchasing a New Fire Department Radio Console. City Manager/Police Chief. Recommend adoption.

Memorandum CC-25-173 from Police Chief as backup.

- e. Resolution 25-061, A Resolution of the City Council of Homer, Alaska, Approving the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the Period July 1, 2025 through June 30, 2026, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend adoption.

Memorandum CC-25-174 from Recreation Manager as backup.

- f. Resolution 25-062, A Resolution of the City Council of Homer, Alaska, Amending the Americans with Disabilities Advisory Board Bylaws by Updating Article III Members Adding Section 6 Appointment of a Student Representative, Article VI Meetings, Section 1 and Section 3, Meeting Months, Time, and Requiring a Quorum for Worksessions. City Clerk/ADA Advisory Board. Recommend adoption.

Memorandum CC-25-175 from ADA Coordinator as backup.

- g. Resolution 25-063, A Resolution of the City Council of Homer, Alaska, Amending City of Homer Personnel Regulations, Chapter 3, Section 3.14.1 Employment of Relatives. City Manager/HR Director. Recommend adoption.

Memorandum CC-25-176 from HR Director as backup.

- h. Resolution 25-064, A Resolution of the City Council of Homer, Alaska Authorizing the Staff of the Homer Public Library to Apply for Grants for the Purpose of Funding the Purchase and Installation of the Library Security Grille. City Manager/Library Director. Recommend adoption.

Memorandum CC-25-177 from Library Director as backup.

- i. Resolution 25-065, A Resolution of the City Council of Homer, Alaska Authorizing the City Manager to Enter into the Alaska Public Risk Alliance (APRA) Cooperative Participation Agreement for Municipal Insurance Services. City Manager/Finance Director. Recommend adoption.

Memorandum CC-25-178 from City 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. Americans with Disabilities Act Advisory Board
- f. Economic Development Advisory Commission

- [i.](#) Memorandum CC-25-179 from Economic Development Advisory Commission re: Proposed Location for New Community Recreation Center

- g. Planning Commission

- h. Parks Art Recreation and Culture Advisory Commission

PUBLIC HEARING(S)

- [a.](#) Ordinance 25-39(S), An Ordinance of the City Council of Homer, Alaska, Appropriating Funds for the Fiscal Years 2026 and 2027 Capital Budget. City Manager. Introduction May 12, 2025 Public Hearings and Second Reading May 27, 2025, June 9, 2025 and June 23, 2025.

Memorandum CC-25-181 from City Manager as backup.

Memorandum CC-25-180 from Port and Harbor Advisory Commission as backup.
FY26 & FY27 Budget Amendments

- [b.](#) Ordinance 25-44(A), An Ordinance of the City Council of Homer, Alaska, Appropriating up to \$250,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund for the Development of a Trailhead and Trail Segment on the East Side of the Sterling Highway at Green Timbers in Accordance with the Diamond Creek Recreation Area Trails Plan. Aderhold. Introduction June 9, 2025 Public Hearing and Second Reading June 23, 2025.

Memorandum CC-25-162 from Public Works Director as backup.

ORDINANCE(S)

- [a.](#) Ordinance 25-46, An Ordinance of the City Council of Homer, Alaska, Amending HCC 9.16.010 to Provide for the Retention of the 0.3% Sales Tax Designated for the Purpose of Financing the Acquisition and Construction of a Multi-Purpose Community Recreation Center upon the City Accruing Sufficient Funding to Pay Off the Police Station Debt Service and Submitting the Question of Such Sales Tax Retention to the Qualified Voters of the City at the Regular Election to be Held in the City on October 7, 2025. Aderhold/Davis. Introduction June 23, 2025 Public Hearing and Second Reading July 28, 2025.

CITY MANAGER'S REPORT

- [a.](#) City Manager's Report
- [b.](#) Monthly FY25 Year to Date Report

PENDING BUSINESS

NEW BUSINESS

- [a.](#) Memorandum CC-25-182 from Councilmembers Aderhold and Parsons re: Homer Accelerated Roads and Trails (HART) Policy Manual Review Update

RESOLUTIONS

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

COMMENTS OF THE CITY MANAGER

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

ADJOURNMENT

Next Regular Meeting is Monday, July 28, 2025 at 6:00 p.m., 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.

**CITY OF HOMER
HOMER, ALASKA**

**Proclaiming July as
Parks & Recreation Month**

WHEREAS, Parks and Recreational programs are an integral part of communities throughout this country, including Homer, Alaska; and

WHEREAS, Our parks and recreation are vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all residents and visitors, and contributing to the economic and environmental well-being of the community and region; and

WHEREAS, Parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all residents; and

WHEREAS, Parks and recreation programs increase the community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, Parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, Our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, The U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Parks and recreation areas are fundamental to the environmental well-being of our community, and the City recognizes the benefits derived from those resources.

NOW, THEREFORE, BE IT RECOGNIZED, that I, Rachel Lord, Mayor of the City of Homer, do hereby proclaim the month of July as Parks and Recreation Month.

Attest:

Dated this 23rd Day of June, 2025

Renee Krause, MMC, City Clerk

Rachel Lord, Mayor

**CITY OF HOMER
HOMER, ALASKA**

Proclaiming July 26th as ADA Awareness Day

WHEREAS, The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990 establishing a clear and comprehensive national mandate for the elimination of discrimination to ensure the civil rights of people with disabilities; and

WHEREAS, The ADA has expanded opportunities for people with disabilities by reducing barriers, changing perceptions, and increasing opportunities for full participation and inclusion in community life; and

WHEREAS, Continued commitment to the principles of the ADA is necessary to help individuals with disabilities reach their full potential; and

WHEREAS, On July 26, 2025, Homer along with our state and nation will commemorate the 35th anniversary of the Americans with Disabilities Act, recognizing and celebrating the progress that has been made; and

WHEREAS, the City of Homer encourages people to reaffirm the principles of equality and inclusion laid out in the ADA, expand their awareness, and recommit our efforts to reach full ADA compliance so that every person in our city can succeed and live life to the fullest.

NOW, THEREFORE, I, Rachel Lord, Mayor of the City of Homer, Alaska hereby proclaim July 26, 2025 in the City of Homer as

ADA AWARENESS DAY

IN WITNESS THEREOF, I have hereunto set my hand and the seal of the City of Homer, to be affixed this 23rd day of June, 2025.

Rachel Lord, Mayor

Attest

Renee Krause, MMC, City Clerk

Session 25-16 a Regular Meeting of the City Council of Homer, Alaska was called to order on Monday, June 9, 2025 by Mayor Rachel Lord 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. The Council conducted a Worksession at 4:00 p.m. to discuss the FY26/FY27 Proposed Budget.

PRESENT: COUNCILMEMBERS HANSEN, ADERHOLD, VENUTI, PARSONS, DAVIS AND ERICKSON

STAFF: CITY MANAGER JACOBSEN
CITY CLERK KRAUSE
PORT DIRECTOR HAWKINS
CHIEF TECHNOLOGY OFFICER JIRSA
PUBLIC WORKS DIRECTOR KORT
HR DIRECTOR BROWNING
CITY PLANNER FOSTER
FINANCE DIRECTOR FISCHER

CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Lord called the meeting to order and invited everyone present to stand for the Pledge of Allegiance.

City Clerk Krause called attendance and a full Council was present.

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

Mayor Lord read the Supplemental Items into the Record: **MAYORAL PROCLAMATIONS AND RECOGNITIONS** item a. Recognition of Wastewater System Award Recognition document. **CONSENT AGENDA** Item b. Memorandum CC-25-156 from City Clerk re: Liquor Licenses. Corrected Memo from HPD Non-Objection to Liquor License Transfer Item d. Ordinance 25-44 Appropriating \$250,000 for Trail Segment and Trailhead at Greene Timbers. DCRA Underpass Conceptual Trail and Diamond Creek Recreation Trail Map **VISITORS** Item a. South Peninsula Hospital Presentation – SPH Report by Ryan Smith CEO **CITY MANAGER'S REPORT** item a. Memorandum from Public Works Director re: HERC Environmental Survey and Memorandum from City Manager re: Fire Department Follow-up and requested a motion.

ADERHOLD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

Mayor Lord proceeded to read the following into the record and stood for pictures:

- a. Recognition of Wastewater System Award and City of Homer Wastewater Management Team
- b. Recognition of Roberta Highland

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

Mayor Lord invited the public to comment on any item on the agenda with the exception of the following:

- Ordinance 25-38(S), Appropriating Funds for the Fiscal Years 2026 and 2027 for the General Fund, Water Fund, Sewer Fund, Port/Harbor Fund and Internal Service Funds.
- Ordinance 25-39(S), Appropriating Funds for the Fiscal Years 2026 and 2027 Capital Budget.
- Resolution 25-030, Amending the City of Homer Personnel Regulations, Chapter 5, Section 5.8.1 Swing Shift, Section 5.8.2 Graveyard Shift, and Section 5.14 On-Call Pay.
- Ordinance 25-40, Amending the FY25 Capital Budget by Appropriating the FY25 Community Assistance Program Payment in the Amount of \$143,428.05 for Various Capital Projects.
- Ordinance 25-41, Amending the FY25 Capital Budget by Appropriating a 2024 Commercial Passenger Vessel Tax Program Grant from the State and the Borough in the Amount of \$4,612.50 Each to Replace Several Benches Along the Harbor Walking Path.
- Ordinance 25-42, Amending the FY25 Capital Budget by Appropriating \$7,000 from Port Reserves for Engineering Support for the 2025 Port Infrastructure Development Program Grant Application.
- Ordinance 25-43, Amending the City of Homer Water and Sewer Rates and Updating the City Fee Schedule Accordingly.

Kate Finn, city resident, provided comments on the memorandum in the supplemental packet referring to the Homer Volunteer Fire Department stating it was very comprehensive but there was a lack of inclusion for local input on the Request for Proposal document and advocated for up to two experienced fire department associated people from the community included in the evaluation process..

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 Regular Meeting Minutes of May 27, 2025 and Special Meeting Minutes of June 2, 2025. City Clerk. Recommend adoption.
- b. Memorandum CC-25-156 from City Clerk re: Liquor Licenses/Marijuana Licenses. Recommend Non-Objection.
- c. Memorandum CC-25-157 from City Clerk re: Travel Authorization for Mayor Lord and Councilmembers to Attend AML Summer Conference in Utqiagvik, Alaska August 12-14, 2025. Recommend approval.
- d. Ordinance 25-44, An Ordinance of the City Council of Homer, Alaska, Appropriating up to \$250,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund for the Development of a Trailhead and Trail Segment on the North Side of the Sterling Highway at Green Timbers in Accordance with the Diamond Creek Recreation Area Trails Plan. Aderhold. Introduction June 9, 2025 Public Hearing and Second Reading June 23, 2025.

Memorandum CC-25-162 from Public Works Director as backup.

Pulled by Councilmembers Erickson/Davis and moved to Ordinances item a.

- e. Resolution 25-055, A Resolution of the City Council of Homer, Alaska, Acknowledging the Insufficiency of the Petition for the East End Road Meadow Drive Water and Sewer Improvements Special Assessment District. City Clerk. Recommend adoption.

Memorandum CC-25-158 from City Clerk as backup.

- f. Resolution 25-056, A Resolution of the City Council of Homer, Alaska, Approving a Sublease between Happy Face, LLC and Spittoon, LLC Occupying a Section of the Parking Area Identified as FT #1 (designated as a Food Truck Pedestal/Area approximately 200 Sq. Ft.) Located on the Property Entitled T7S R13W SEC 1 Seward Meridian HM 0890034 Homer Spit Amended Lot 32, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommend adoption.

Memorandum CC-25-159 from Port Property Associate as backup.

- g. Resolution 25-057, A Resolution of the City Council of Homer, Alaska, Approving a Sublease between Happy Face LLC, and Cove Collective, LLC dba Cove & Co. Occupying Unit #2 (consisting of 1,250 Sq. Ft.) in the Building Located on the Property Entitled T7S R13W SEC 1 Seward Meridian HM 0890034 Homer Spit Amended Lot 32, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommend adoption.

Memorandum CC-25-160 from Port Property Associate as backup.

- h. Resolution 25-058, A Resolution of the City Council of Homer, Alaska, Approving a Sublease between Happy Face, LLC and Jürgen Jensen dba The Law Office of Jürgen Jensen Occupying the Northwest Corner Office of the Upper Level of Main Building (consisting of 383 Sq. Ft.) on the Property Entitled T7S R13W SEC 1 Seward Meridian HM 0890034 Homer Spit Amended Lot 32, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommend adoption.

Memorandum CC-25-161 from Port Property Associate as backup.

- i. Resolution 25-059, A Resolution of the City Council of Homer, Alaska, Authorizing Task Order 3 to Alaska Harbor Consulting, LLC for Engineering Support for the 2025 Port Infrastructure Development Program Grant Application. City Manager/Port Director. Recommend adoption.

Memorandum CC-25-163 from Port Director as backup.

- j. Resolution 25-060, A Resolution of the City Council of Homer, Alaska, Authorizing the Negotiation and Execution and Delivery of a Loan Agreement Required by the State of Alaska Department of Environmental Conservation Under its Clean Water Revolving Loan Program in Connection with a Not to Exceed \$1,235,999 Loan (of which \$500,000 is Eligible for Forgiveness) to Assist in Financing the Beluga Sewer Lift Station Improvement Project. City Manager/Public Works Director. Recommend adoption.

Memorandum CC-25-164 from Public Works Director as backup.

Councilmember Erickson requested Ordinance 25-44 be pulled from the Consent Agenda. It was moved to the Regular Agenda under Ordinances Item a.

City Clerk Krause read the Consent Agenda as amended into the record.

ADERHOLD/VENUTI MOVED TO ADOPT THE CONSENT AGENDA AS READ.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

- a. South Peninsula Hospital Presentation - Ryan Smith, CEO

Mayor Lord introduced the topic by reading of the title and invited Ryan Smith, South Peninsula Hospital Chief Executive Officer to speak to Council.

Ryan Smith provided a summary review of the presentation provided in the Supplemental Packet. He noted that their Chief Operations/Operating Officer will be leaving and moving to Soldotna and will be taking on the position of Chief Financial Officer for Central Peninsula Hospital, stating that she has been a vital part of South Peninsula Hospital's team for 5.5 years and will be greatly missed. After providing the presentation on the accomplishments, goals and projects of the hospital Mr. Smith facilitated discussion with Council on the following:

- Availability of childcare services for the general public
 - This will be for employees and will open up availability at other childcare facilities within the area.
 - It was noted that there was a need of approximately 250 spots within the community
 - Church on the Rock creating a childcare facility as well
- Announcements from Derotha Ferraro on the radio each day provides a positive feeling for the community.
- Plans for a permanent home for the Behavioral Health unit

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

- a. Worksession Report

City Manager Jacobsen reported that Council discussed the following:

- Ordinance 25-38(S)(A) Operating Budget
 - Employee COLAs
- Resolution 25-030 Amendments to the Shift Differential Pay percentage, Graveyard Pay Percentage and On Call Hourly pay increase
- Available Unassigned Fund Balance
 - Information regarding Reserve Fund balances

- b. Committee of the Whole Report

Councilmember Aderhold reported that Council discussed:

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c. Mayor's Report

Mayor Lord noted to those present and listening that they can read her newsletter on the city website through the following link, <http://www.deskofthehomer mayor.substack.com>. She then reported on:

d. Borough Report

e. Port and Harbor Advisory Commission Report

Casey Siekanic, Port and Harbor Advisory Commissioner reported that the commission has been working on amendments to Homer City Code 18.08 City Leases and the Lease Policy and Procedures.

PUBLIC HEARING(S)

- a. Ordinance 25-38(S), An Ordinance of the City Council of Homer, Alaska, Appropriating Funds for the Fiscal Years 2026 and 2027 for the General Fund, Water Fund, Sewer Fund, Port/Harbor Fund and Internal Service Funds. City Manager. Introduction May 12, 2025 Public Hearing and Second Reading May 27, 2025.

Memorandum CC-25-143 from Employee Committee as backup.

Mayor Lord introduced Ordinance 25-38(S) and opened the Public Hearing. There was no public testimony provided.

Mayor Lord closed the Public Hearing, and noted previous actions to amend the ordinance taken by the Council at the May 27, 2025 meeting and that the following motion was before the Council.

ADERHOLD/VENUTI MOVED TO AMEND THE BUDGET TO INCLUDE A 2.2% COLA FOR FY26 FOR NON-EXEMPT EMPLOYEES.

Mayor Lord facilitated additional discussion on the following:

- Funding concerns for the 2.2% COLA
 - Provided the increased Health Insurance
 - Uncertainty in revenue and future
 - Splitting that COLA in half across the two year budget
 - Reassessing a COLA for Exempt employees during a mid-biennium budget amendment
- Exempt Employees receipt of an 11% increase in 2024
 - Clarification on increased to bring to industry standard and many times the department heads second in command would make more per hour than the department head
- Recommendation to vote down this amendment and make amendment for another amount
- Several Councilmembers stated support for the amendment as presented.

VOTE. NO. ERICKSON, VENUTI.

VOTE. YES. PARSONS, HANSEN, ADERHOLD, DAVIS.

Motion carried.

Mayor Lord noted Ordinance 25-38(S) was adopted as amended.

- b. Ordinance 25-39(S), An Ordinance of the City Council of Homer, Alaska, Appropriating Funds for the Fiscal Years 2026 and 2027 Capital Budget. City Manager. Introduction May 12, 2025 Public Hearing and Second Reading May 27, 2025.

FY26/FY27 Budget Amendments

Mayor Lord introduced Ordinance 25-39(S) and opened the Public Hearing. There was no public testimony provided.

Mayor Lord closed the Public Hearing, and noted that the ordinance was further postponed to this meeting. She opened the floor to Council for a motion to amend or discuss.

ERICKSON/PARSONS MOVED TO AMEND THE FY26/FY27 CAPITAL BUDGET \$25K FOR BAY AVENUE EASEMENT ACQUISITION.

Mayor Lord facilitated discussion on the following points:

- Being proactive to developing the trail proposal and obtaining easements
- This trail connection was discussed during the developing the Transportation Plan
- Advocated that it be referred to Parks Commission for review and inclusion in their trail priority listing
- Concerns expressed regarding the support of including in the capital budget as it is similar to Ordinance 25-44
- Do not see cruise ship passengers using this proposed trail
- Doyon Hotel guests would probably use it
- Cyclists should be riding with traffic but they could use
- Requires definition, criteria or guidance
- Supports including in the capital budget to provides public works a basis to work on the project
 - the city supports the idea
 - walkers and runners would benefit

Mayor Lord called for a roll call vote.

VOTE. NO. ADERHOLD.

VOTE. YES. HANSEN, PARSONS, VENUTI, ERICKSON, DAVIS

Motion carried.

City Manager Jacobsen brought forward the question regarding funding for the sidewalk/trail maintenance equipment and splitting the costs between HART roads and HART trails.

Discussion ensued on the following points:

- impacts to the HART funds and requested information from staff
 - \$1.7 million in HART Roads
 - \$1.5 million in HART Trails
- Impacts to the Budget if adopted
 - Postponing to allow staff to provide that information

ADERHOLD/DAVIS MOVED TO POSTPONE ORDINANCE 25-39(S) TO THE JUNE 23, 2025 MEETING.

There was no further discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- c. Resolution 25-030, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Personnel Regulations, Chapter 5, Section 5.8.1 Swing Shift, Section 5.8.2 Graveyard Shift, and Section 5.14 On-Call Pay. City Manager/Personnel Director.

Memorandum CC-25-108 from HR Director as backup.

Memorandum CC-25-109 from Employee Committee as backup.

Mayor Lord introduced Resolution 25-030 by reading of the title and opened the public hearing.

Patrick Houlihan, city employee, expressed comments on updating the on call pay and noted that while he appreciates the concern for the tight budget the amount that an employee is compensated in return for the loss of time does not compare. He reported that when an employee is on call they do not travel more than 30 minute distance, they must leave at any hour of the day or night and be prepared at all times. He further noted that there had not been increases in the rate of pay for over 20 years and advocated that the rate be comparable to what other municipalities pay.

Mayor Lord closed the public hearing seeing no one else coming forward to speak. She noted for the record the actions on made by Council and the motion before them as follows:

ADERHOLD/VENUTI MOVE TO ADOPT RESOLUTION 25-030 BY READING OF TITLE ONLY.

Mayor Lord opened the floor to discussion or an amendment.

Discussion ensued on the following points:

- Expressed appreciation for the Employee Committee bringing this forward and providing the due diligence research to assist in the decision making process.
- Clarification on the effects to the budget by approving the resolution.
- The On Call for IT would impact their budget since it is currently not budgeted for or considered at this time but a mid-biennium budget amendment would be appropriate.
- Consideration for line item in the next budget.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- d. Ordinance 25-40, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Accepting and Appropriating the FY25 State of Alaska Community Assistance Program Payment in the Amount of \$143,428.05 for Various Capital Projects. City Manager. Introduction May 27, 2025 Public Hearing and Second Reading June 9, 2025.

Memorandum CC-25-168 from City Clerk as backup.

Mayor Lord introduced Ordinance 25-40 by reading of the title and opened the public hearing. There was no public testimony and the public hearing was closed.

Mayor Lord requested a motion.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 25-40 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- e. Ordinance 25-41, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Accepting and Appropriating a 2024 Commercial Passenger Vessel Tax Program Grant from the State of Alaska for \$4,612.50 and a Commercial Passenger Vessel Tax Program 2024 Pass Through Grant from the Kenai Peninsula Borough in the Amount of \$4,612.50 to Replace Several Benches Along the Harbor Walking Path. City Manager/Port Director. Introduction May 27, 2025 Public Hearing and Second Reading June 9, 2025.

Memorandum CC-25-146 from Port Director as backup.

Mayor Lord introduced Ordinance 25-40 by reading of the title and opened the public hearing. There was no public testimony and the public hearing was closed.

Mayor Lord requested a motion.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 25-41 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Mayor Lord inquired if there were any discussion or amendments.

ADERHOLD/VENUTI MOVED TO ADD LANGUAGE ON LINE 13 TO ADD "CLOSE OUT THE RAMP TWO RESTROOM PROJECT"

There was brief clarification provided by the City Manager that the funds applied would not be enough to close out the project. She further explained that Port & Harbor Enterprise Fund funded the Ramp Two Restroom Project and it was agreed that the Passenger Vessel Tax would be used to reimburse the funds.

ADERHOLD/VENUTI MOVED TO AMEND THE AMENDMENT TO REMOVE THE WORDS "CLOSE OUT"

There was no further discussion.

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

Motion carried.

Further discussion included the benefits of using future funds to implement wayfinding signage to assist the Cruise Ship Passengers get around town and the costs of the benches.

Port Director Hawkins was unable to provide the bench pricing but would provide that at a separate meeting.

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

Motion carried.

There was no further discussion or amendments.

VOTE. (Main as Amended). NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- f. Ordinance 25-42, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating \$7,000 from Port Reserves for Engineering Support for the 2025 Port Infrastructure Development Program Grant Application. City Manager/Port Director. Introduction May 27, 2025 Public Hearing and Second Reading June 9, 2025.

Memorandum CC-25-147 from Special Projects & Comms. Director as backup.

Mayor Lord introduced Ordinance 25-42 by reading of the title and opened the public hearing. There was no public testimony and the public hearing was closed.

Mayor Lord requested a motion.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 25-42 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- g. Ordinance 25-43, An Ordinance of the City Council of Homer, Alaska, Amending the City of Homer Water and Sewer Rates and Updating the City Fee Schedule Accordingly. City Manager/Finance Director. Introduction May 27, 2025 Public Hearing and Second Reading June 9, 2025.

Memorandum CC-25-151 from Finance Director as backup.

Mayor Lord introduced Ordinance 25-43 by reading of the title and opened the public hearing. There was no public testimony and the public hearing was closed.

Mayor Lord requested a motion.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 25-43 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Discussion was facilitated on the following points:

- Noting the Council held several worksessions on the Water & Sewer Rates
- Implementing a user fee to address those customers that are in residence for the summer months

- Starting earlier to make sure there is adequate time for discussion.
- Clear communication between Staff and Administration and Council so all information is provided as requested.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

- a. Ordinance 25-44, An Ordinance of the City Council of Homer, Alaska, Appropriating up to \$250,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund for the Development of a Trailhead and Trail Segment on the North Side of the Sterling Highway at Green Timbers in Accordance with the Diamond Creek Recreation Area Trails Plan. Aderhold. Introduction June 9, 2025 Public Hearing and Second Reading June 23, 2025.

Memorandum CC-25-162 from Public Works Director as backup.

Mayor introduced Ordinance 25-44 by reading of title and requested a motion.

ADERHOLD/VENUTI MOVED TO INTRODUCE ORDINANCE 25-44 BY READING OF TITLE ONLY.

DAVIS/ERICKSON MOVED TO AMEND LINE 61 TO CHANGE THE WORD “CONSTRUCTS” WITH THE WORD “APPROVES” .

Further discussion noted that the Homer Trails Alliance wanted to be able to proceed with the next step in the project once the ADOT&PF approved the pedestrian underpass. The funding provided by Council would then be relevant.

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

Motion carried.

ERICKSON/DAVIS MOVED TO AMEND ORDINANCE 25-44 TO ADD A BULLET POINT AT LINE 74, THAT READS IF THE STATE POSTPONES THE PROJECT INDEFINITELY THE FUNDING MOVES BACK INTO THE HART TRAILS FUND.

There was a brief discussion on the following:

- The need for the additional bullet point as it was similar to the previous bullet point
- Council could appropriate the funds at any time by ordinance for another project
- Clarification was made that due to the economic climate there was concern that the State could decide that they are not going to do the project for years
- Council could determine that the funds could be better used on another immediate project.

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

Motion carried.

Mayor Lord inquired if there were any further amendments or discussion.

City Manager Jacobsen brought forward concerns on the use of the word “May” in Line 69 stating that it was ambiguous and would recommend restating the bullet point.

There were a few suggested words by Council.

Mayor Lord called for a recess at 7:50 p.m. to allow the City Manager and Councilmember Aderhold work on the amendment language. The meeting was called back to order at 7:55 p.m.

ADERHOLD/VENUTI MOVED TO AMEND LINE 69 TO READ, “IF THE FIRST TWO CRITERIA ARE MET THESE FUNDS ARE AVAILABLE TO HTA TO USE AS A MATCH WHEN APPLYING FOR GRANTS TO COMPLETE THE FULL TRAIL CONNECTING DCRA TO DCSRS.

There was no discussion.

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

Motion carried.

Councilmember Erickson expressed appreciation for Councilmember Aderhold putting the amendments in order.

There was no further discussion or amendments.

VOTE. (Main motion as Amended) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Lord noted Ordinance 25-44(A) would be scheduled for Public Hearing at the next meeting.

CITY MANAGER'S REPORT

a. City Manager's Report

Mayor Lord introduced the next topic and deferred to City Manager Jacobsen.

City Manager Jacobsen noted her report in the packet and spoke to the memorandums provided in the supplemental packet. She facilitated discussion on the following:

- Request for Proposals (RFP) for Fire Department Operational Audit was under final review
- Will advertise the RFP in the Homer News per the Procurement Policy and Homer City Code
- Anyone in the Community can submit a response
- List of agencies that perform this type of work throughout the United States
 - Notice will be sent to these agencies
- Completion of the audit is three months
- In contact with Workshield that provides services similar to Ombudsman that can assist with an independent reporting system for city employees and volunteers.
- If a proposal from a company located outside Alaska will have their own team of subject matter experts
 - They would perform interviews with locals and do assessments in person presumably

- A Selection Committee will be formed to include Councilmembers, Fire Department Captain or Staff person, volunteer and member of the public
- Council expressed concerns on the content and requested review of the RFP before distribution and publication.
- Interviews of staff and volunteers current and past would be under cultural assessments
- Concern that the three months would be enough time to perform a thorough assessment.
- Not seeing Leadership or volunteers within the bullet points to make sure the volunteer program is as strong as it should be
 - Addressing the real concerns on what has been reported to Council
 - The management of the department and volunteers
- The Cultural Assessment portion will address the concerns of staff, leadership and volunteers along with discipline, records management, tracking data such as training, responses to calls, recruiting and hiring practices and employee retention programs
 - Compared to an Assessment from the City and Borough of Haines which resulted in a very successful response and very inclusive report.
 - Requested the City Manager to send that information to Council for review
 - Concern expressed that that the city has lost volunteers from all walks of life, and is in a vulnerable position, how to build that base back up.
- Suggestions from Councilmembers and the Community such as a volunteer auxiliary program
- Opposition to operational review of budget included in the RFP
- Addressing the cultural issue of volunteerism and how the existing program works or if they do not have one how do they implement one
- Council to submit review and recommendations to the City Manager prior to the next meeting.
- Pedestrian Crosswalks on Heath Street
- Licensed Inspector requirement for Title 21 suggestion
- Stripping and double yellow lines on roadways
- Lead Paint in the HERC and closure of the activities room
- Special Meeting for Executive Session on Monday, June 16, 2023 at 5:30 p.m.
- Council and the Mayor to be informed of visits and meetings with visiting elected government representatives such as Commissioners, Senators, Representatives, etc.

PENDING BUSINESS

NEW BUSINESS

- a. Memorandum CC-25-166 from Councilmembers Davis and Erickson re: Consideration of a Proposal to Establish a Low Cost Walking Trail Loop above Karen Hornaday Park and Refer to the Parks Art Recreation & Culture Advisory Commission.

Memorandum CC-25-167 from Public Works Director as backup.

Mayor Lord introduced the item by reading of the title and deferred to Councilmember Davis.

Councilmember Davis reviewed the proposed walking trail on the newly acquired property above Karen Hornaday Park and the intent to keep it low maintenance and use at own risk. He noted walking the trail with the City Manager. It was noted that the city was negotiating with the neighboring property owner on a possible easement, the steep ravines, no intent to bring in volunteers to perform any clearing as that was done prior to the transfer of ownership to the city. He supported referring it to the Parks Commission to get their recommendations.

DAVIS/ERICKSON MOVED TO FORWARD TO PARCAC FOR REVIEW AND RECOMMENDATIONS

Discussion ensued on how many residents or people use this trail, and the status of the easements and property owners input.

VOTE. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RESOLUTIONS

COMMENTS OF THE AUDIENCE

Kathy Stingley, expressed comments on the proposed RFP for the Fire Department providing further recommendations to include the word volunteer, referred to a document that was submitted from the National Fire Council on recruiting and retaining volunteers, referred to the list that was provided of local people willing to participate at no cost in a review of the fire department, there was only one reference to EMS calls and the bullet point should call out fire and rescue calls; and recommendation on the evaluation team makeup.

Wayne Aderhold, city resident, expressed kudos to Council on the budget, safety and walkability recounted personal experience on Heath Street, stripping and marking on the roads, loss of residents and the recent passing of Chip Duggan and wishing Happy Birthday to Tom Klinker.

Dan Kort, Public Works Director provided comments on the stripping discussion noting the city follows the Federal Highway Administrations guidance and the issue of bike lanes. He was willing to meet with Council to discuss further.

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

City Clerk Krause provided the vacancies that were available for Student Representatives, Boardmembers and Commissioners.

COMMENTS OF THE CITY MANAGER

City Manager Jacobsen had no additional comments.

COMMENTS OF THE MAYOR

Mayor Lord expressed loving summer and looking forward to the weather forecast for the week.

COMMENTS OF THE CITY COUNCIL

Councilmember Venuti provided comments on the recognition for Roberta Highland and her remembrances of Mary Epperson, expressed her appreciation for the work that Public Works does noting seeing employees always doing something at City Hall even on the weekends and addressing signage on Kachemak Way and that July was Peony Month.

Councilmember Parsons provided kudos to Melissa's 21 year anniversary with the City and Mike Illg's 19 years and expressed his appreciation for the Clerk's Office and the City Manager.

Councilmember Aderhold expressed comments on the information provided on the Bridgecreek Reservoir and the presentation during the Committee of the Whole.

Councilmember Davis commented on the Homer Harbor Fest and The Taste of Homer events appearing to be very successful even though the weather was not the best with wind and rain and he was looking forward to days of 60 degrees which will be loved by the bees.

Councilmember Erickson commented on a recent experience watching a robin attacking a shrew in the morning and then in the afternoon a family of cranes and used that as comparison to things going on in the world and all the angry people but believed there was a lot of love too, so focus on the Sandhill cranes.

Councilmember Hansen commented on a the difficulties in budgeting and that it is not always an easy bite to chew when dedicating money but believed that and happy city or employer meant happy employees and believed the Council did right by the employees tonight though the COLA and the shift differential and on call pay increases. She noted that she attended a craft night hosted by Kachemak By Recovery and SVT and signing up for ceramics at HCOA and then expressed comments on additional losses to the community of Robbie Larson and Ian Russell expressing condolences to the families.

ADJOURNMENT

Mayor Lord adjourned the meeting at 9:10 p.m. Next Regular Meeting is Monday, June 23, 2025 at 6:00 p.m., Committee of the Whole at 5:00 p.m. A Worksession at 4:00 p.m. A Joint Worksession with Planning Commission on Wednesday June 11, 2025 at 5:30 p.m. on the Comprehensive Plan. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

RENEE KRAUSE, MMC, CITY CLERK

APPROVED:_____

Session 25-17 a Special Meeting of the City Council of Homer, Alaska was called to order on Monday, June 16, 2025 by Mayor Rachel Lord at 5:30 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COUNCILMEMBERS HANSEN, ADERHOLD, VENUTI, PARSONS, DAVIS AND ERICKSON

STAFF: CITY MANAGER JACOBSEN
CITY CLERK KRAUSE

CALL TO ORDER, PLEDGE OF ALLEGIANCE

Mayor Lord called the meeting to order.

City Clerk Krause called attendance and a full Council was present.

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

Mayor Lord requested a motion to approve the agenda.

ADERHOLD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

There was no public present in the Chambers or attending via Zoom.

NEW BUSINESS

- a. Memorandum CC-25-170 from City Clerk re: Request for Executive Session Pursuant to AS 44.62.310 (A-C)(2) Subjects that Tend to Prejudice the Reputation and Character of any Person, Provided the Person May Request a Public discussion (Six Month Performance Evaluation with City Manager)

Mayor Lord introduced the item by reading of the title and requested a motion.

ADERHOLD/VENUTI MOVED TO ADJOURN TO EXECUTIVE SESSION PURSUANT TO AS 44.62.310 (A-C)(2) SUBJECTS THAT TEND TO PREJUDICE THE REPUTATION AND CHARACTER OF ANY PERSON, PROVIDED THE PERSON MAY REQUEST A PUBLIC DISCUSSION.

There was no discussion.

Mayor Lord requested a roll call vote.

VOTE. YES. DAVIS, HANSEN, ERICKSON, PARRSONS, VENUTI, ADERHOLD.

Motion carried.

Mayor Lord adjourned the meeting to Executive Session at 5:34 p.m.

Mayor Lord called the meeting

COMMENTS OF THE AUDIENCE

There was no audience present in Chambers or on Zoom.

ADJOURNMENT

Mayor Lord adjourned the meeting at 7:10 p.m. Next Regular Meeting is Monday, June 23, 2025 at 6:00 p.m., Committee of the Whole at 5:00 p.m. A Worksession at 4:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

RENEE KRAUSE, MMC, CITY CLERK

APPROVED: _____



MEMORANDUM

Re-Appointment of Franco Venuti to the Planning Commission Appointment of Dotti Harness and Sam Walker to the Planning Commission

Item Type: Action Memorandum
Prepared For: Homer City Council
Date: June 23, 2025
From: Rachel Lord, Mayor

Franco Venuti is reappointed to the Planning Commission with a term to expire on July 1, 2028.

Dotti Harness and Sam Walker are appointed to the Planning Commission with terms to expire on July 1, 2028.

Recommendation

Confirm the re-appointment of Franco Venuti and appointments of Dotti Harness and Sam Walker to the Planning Commission.

Attachments:

Application of Franco Venuti
Application of Dotti Harness
Application of Sam Walker
Application of Mike Stark

Published on *City of Homer Alaska Official Website* (<https://www.cityofhomer-ak.gov>)

[Home](#) > [Application for Appointment to an Advisory Body](#) > [Webform results](#) > Application for Appointment to an Advisory Body

Submission information

Form: [Application for Appointment to an Advisory Body](#) ^[1]

Submitted by Visitor (not verified)

Tue, 06/10/2025 - 9:24am

209.165.171.10

Applicant Information

Full Name

Samuel Walker

Physical Address Where you Claim Residency

32070 Ranch Ln , Homer AK

Mailing Address

P.O. Box 1871, Homer, AK, 99603

Phone Number(s)

9073998786

Email

Aktframe@gmail.com

Advisory Bodies

Planning Commission – Meetings held on the 1st and 3rd Wednesday of each month at 6:30 p.m. and Worksessions at 5:30 p.m. prior to each meeting. No first meeting in July or second meetings in November and December.

Residency

Are you a City Resident? No

How long have you been a resident of the South Peninsula Area? 24 years

Background Information

Have you ever served on a similar advisory body?

Kachemak Bay advisory planning commission seat B
1 year

Other memberships

Kachemak Bay advisory planning commission seat B

Special Training & Education

None

Why are you interested in serving on the selected Advisory Body?

The planning commission has a big impact on our community and what our town looks and feels like. I want to steer Homer in a sustainable direction that would benefit affordable housing for locals, a healthy environment down the road, and thoughtful development.

For Planning Commission Only: Have you ever developed real property other than a personal residence?

I am a contractor specializing in Timberframe construction.

Source URL: <https://www.cityofhomer-ak.gov/node/9051/submission/53473>

Links

[1] <https://www.cityofhomer-ak.gov/cityclerk/application-appointment-advisory-body>



Advisory Body Application

For Appointment to

Committees, Commissions, Board & Task Forces

Office of the City Clerk

491 East Pioneer Avenue

Phone: (907) 235-3130 Homer, Alaska 99603

Fax: (907) 235-3143

clerk@cityofhomer-ak.gov

Applicant Information

Full Name: Dotti Harness

Physical Address Where you Claim Residency: 459 Klondike Ave. #1, Homer, AK. 99603

Mailing Address: PO Box 123, Homer, AK. 99603

Phone Number(s): 907-299-6789

Email: dottiharness@hotmail.com

Advisory Body You Are Requesting Appointment To

X Planning Commission – Meetings held on the 1st and 3rd Wednesday of each month at 6:30 p.m. and Worksessions at 5:30 p.m. prior to each meeting. No first meeting in July or second meetings in November and December.

☐ **Parks, Art, Recreation & Culture Advisory Commission** – Meetings held on the 3rd Thursday of February through June and August through November at 5:30 p.m.

☐ **Port & Harbor Advisory Commission** – Meetings held on the 4th Wednesday of January, February, March, April, September, and October at 5:30 p.m.; the 4th Wednesday of May, June, July, and August at 5:30 p.m.; and the 2nd Wednesday of December at 5:30 p.m.

☐ **Economic Development Advisory Commission** – Meetings held on the 2nd Tuesday of each month at 6:00 p.m.

☐ **Library Advisory Board** – Meetings held on the 3rd Tuesday of each month, excluding June and July, at 5:30 p.m.

☐ **ADA Advisory Board** – Meetings held on the 2nd Thursday in the months of April, May, June, July, October, November, and as needed at 4:00 p.m.

Please Answer the Following

Are you a City Resident? ☒ Yes ☐ No If yes, how long have you been a City resident?
10 +/- yrs

How long have you been a resident of the South Peninsula Area? 30 +/- yrs.

| |
|---|
| Background Information |
| Have you ever served on a similar advisory body? If so please list when, where, and how long: |
| Kachemak Heritage Land Trust in Homer, 2005-2015 Board President. |
| Please list any current memberships or organizations you belong to related to your selection(s): |
| South Peninsula Hospital Foundation, Vice President, 2021 – current. |
| Please list any special training, education, or background you may have which is related to your selection(s): |
| 10 yrs. Planning Tech/Zoning Code Enforcement, City of Homer, 2005-15, 4+- yrs. Ass. to the City Manager, City of Homer, 2015-2019, Certified Floodplain Manager for the City of Homer, American & Alaskan Planning Ass. Trainings, and “Coastal Erosion”, “Wetlands Management” and “Roads” offered by Kachemak Bay Research Reserve. |
| Why are you interested in serving on the selected Advisory Body? This may include information on future goals or projects you wish to see accomplished or any additional information that may assist the Mayor in the decision making process. You may attach an additional page if needed. |
| <p>I am interested in working with the City’s Comprehensive Plan, the Title 21 rewrite, and other projects. Having lived in the Homer areas for 30 years and being a former Planning Technician, I bring both experience and diversity to the HAPC. If chosen, I look forward to working on:</p> <ul style="list-style-type: none"> - Seeking solutions for diverse housing, - Balancing land use with environmental impacts, - Encouraging various transportation modes, so residents feel safe to walk and bike, and - Taking proactive measures to protect the City’s vulnerability to stormwater, erosive, and mudslides. |
| FOR PLANNING COMMISSION ONLY: |
| Have you ever developed real property other than a personal residence? If yes, briefly explain: |
| Yes in 2005. Conditional Use Permit for a triplex at 459 Klondike Ave. |

FOR PORT & HARBOR ADVISORY COMMISSION ONLY:

Do you use the Homer Port and/or Harbor on a regular basis? ☐ Yes ☐ No

If yes, what is your primary use? ☐ Commercial ☐ Recreational ☐ Other: _____



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: FRANCO VENUTI

Physical Address Where you Claim Residency: 4066 KACHEMAK WAY

Mailing Address: 818 SMOKY BAY WAY #134

City: HOMER State: ALASKA Zip: 99603

Phone Number(s): (907) 399-1550

Email: fcvenuti@gmail.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? 15 YEARS

Advisory Body Application for Reappointment to the Planning Commission
Franco Venuti

I offer the following Public Service experience:

From 1999 to 2003, I served as a member of the founding Board of Directors for the Homer Boys and Girls Club.

Between 2000 and 2006, I served two terms as a member of the Library Advisory Board.

From 2004 to 2010, I served as a member of the Homer Chamber of Commerce Board of Directors. For three of those years, I was elected vice president, working with President Kelly Cooper.

From 2010 to the present, I have served on the Homer Planning Commission, where I am currently a member. Over the past 15 years, I have been elected to the position of Chair three times.

From 2012 to the present, I have served as the Homer representative on the Kenai Borough Planning Commission, where I also serve as a member of the Borough Plat Committee.

I believe in responsible public service, and I am honored to have served the Homer community in these positions. I bring extensive experience as a tradesman, contractor, and building inspector in Alaska to this Planning Commission.

My ongoing connections with the community of Homer, as well as many friends and businesses throughout the Kenai Peninsula, place me in a very effective position to continue serving in this seat. I look forward to continuing to serve on this commission.

Background Information

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

PLEASE SEE ATTACHED

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.



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: Michael P Stark
Physical Address Where you Claim Residency: 64190 EasterDay Road
Mailing Address: PO Box 2804
City: Homer State: AK Zip: 99603
Phone Number(s): 907-299-6000
Email: alphapackleader@ymail.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? 3 years

Background Information

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

None

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.

I serve at the pleasure of the Mayor to provide a different perspective drawing from decades of extensive breadth and depth experience in community development, planning and zoning, design development, public works, building inspection & code enforcement, public/private partnerships and municipalities in 17 countries and 21 of the United States, applying innovative, balanced, common sense approach to planning and zoning while honoring the public and adhering to codified statute and due process, with a goal of helping lead Homer into an extraordinary state of sustainable, **development, health & wellbeing.**

I was contacted by multiple residents and serving commissioners encouraging me **to re-enlist. ;-)**



MEMORANDUM

Re-Appointment of Franco Venuti to the Kenai Peninsula Borough Planning Commission

Item Type: Action Memorandum
Prepared For: Homer City Council
Date: June 23, 2025
From: Rachel Lord, Mayor

Franco Venuti is reappointed to the Kenai Borough Planning Commission with a term to expire on July 1, 2028.

Recommendation

Confirm the re-appointment of Franco Venuti to the Kenai Peninsula Borough Planning Commission.

Attachments:

Application of Franco Venuti

From: Kenai Peninsula Borough <webmaster@kpb.us>
Sent: Wednesday, May 28, 2025 10:12 AM
To: Mayor's Department
Cc: Ruffner, Robert; Shirnberg, Ann; G_Notify_AssemblyClerk
Subject: PC Application submitted Homer City Seat

Name: Franco Venuti

Selected Seat:Homer City Seat

Mailing Address:
818 SMOKY BAY WAY #134
Homer, AK 99603

My Residence Address is DIFFERENT from my Mailing Address

XXXXXXXXXXXXX

Mobile Phone: 9073991550

What knowledge, experience, or expertise will you bring to the Planning Commission?

I bring to this position twelve years of experience as a member of the Kenai Peninsula Borough Planning Commission as well as fifteen years of experience on the City of Homer Planning Commission. I have extensive experience as an Alaskan tradesman, general contractor, and building inspector. I have also served for six years as a member of the Homer Chamber of Commerce Board of Directors. My continuing connections with the community of Homer, as well as my many friends and businesses throughout the Kenai Peninsula places me in a very useful position to continue serving in this seat. I believe in responsible pulic service and am sure that the Borough planning staff would concur the I am a reliable and effective member of this commission. I look forward to being re-appointed to this seat.

XXXXXXXXXXXXX



MEMORANDUM

Ordinance 25-45, An Emergency Ordinance of the City Council of Homer, Alaska Appropriating \$11,000 from the General Fund Capital Asset Repair and Maintenance (CARMA) Fund for the Purpose of Purchasing a New Fire Department Radio Console. City Manager/Police Chief.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: June 18, 2025
From: Mark Robl, Police Chief
Through: Melissa Jacobsen, City Manager

ProComm was recently in town to address some problems with our communications system. We had problems with very low volume output on the Fire Department channel one radio, known as HVFD#1. These particular radios are called consolets. Our radio technicians turned the volume output up to the maximum setting and recommended that it be replaced as soon as possible.

If this radio fails completely we will not be able to page out the fire department to emergency calls which could cause catastrophic problems. We will be able to send this radio back to the factory for repairs. Once fixed it will allow us to have a viable spare for our system which we do not have now.

We have six radios like this one in the central bank in our communications system. They are all dedicated to various critical use channels and cannot be converted to use for HVFD#1 without serious consequences. Having a spare radio in our central bank gives us a margin of safety we do not have now. There is no other option available to solve this problem other than to purchase a new radio as soon as possible.

RECOMMENDATION: Adopt an Emergency Ordinance authorizing the purchase of a new radio console.

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 25-45

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA APPROPRIATING \$11,000 FROM GENERAL FUND CAPITAL
ASSET REPAIR AND MAINTENANCE (CARMA) FUND FOR THE
PURPOSE OF PURCHASING A NEW FIRE DEPARTMENT RADIO
CONSOLETTTE.

WHEREAS, PROCOMM, the vendor for the City's public safety radio systems, was
recently at the Police Department to provide service to our current system of radios and
components; and

WHEREAS, The main fire department consolette volume was having a problem with
very low volume output and PROCOMM was able to make adjustments to make it useable and
advised that the consolette needed to be returned to the factory for repairs; and

WHEREAS, The City does not have a spare consolette to serve as a replacement; and

WHEREAS, A consolette is a piece of equipment used by public safety and government
agencies for managing radio communications and coordinating resources and our public
safety system has six consolettes; and

WHEREAS, Losing this piece of equipment temporarily will significantly affect
emergency operations, including the potential of losing the ability to receive alerts on Homer
Volunteer Fire Department pagers; and

WHEREAS, The existing consolette will go to the factory for repairs and serve as a
backup system; and

WHEREAS, Investment income associated with the General Fund is pooled into the
General Fund CARMA per HCC 3.10.105 and is recorded to the General CARMA subaccount on a
monthly basis.

WHEREAS, Per HCC 1.08.040 emergency ordinances are valid for 60 days.

NOW THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY25 Capital Budget by
transferring \$11,000 within the General Fund CARMA as follows:

Transfer from:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|--------------------|---------------|
| 156-0375 | General CARMA | \$11,000 |

Transfer to:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|--------------------|---------------|
| 156-0394 | Police CARMA | \$11,000 |

Section 2. The Homer City Council hereby amends the FY25 Capital Budget by appropriating \$11,000 as follows:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|--------------------|---------------|
| 156-0394 | Police CARMA | \$11,000 |

Section 3. This is an emergency ordinance of general character and will be effective for 60 days, in accordance with HCC 1.08.040.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 23rd day of June, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

RENEE KRAUSE, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



MEMORANDUM

Resolution 25-061, A Resolution of the City Council of Homer, Alaska, Approving the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the Period July 1, 2025 through June 30, 2026, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
From: Mike Illg, Recreation Manager
Thru: Melissa Jacobsen, City Manager
Date: June 11, 2025

Background

The City of Homer Community Recreation a division within the Administration Department is seeking to renew a Memorandum of Understanding (MOU) with the Kenai Peninsula Borough School District (KPBSD) for a 1-year term 2025-2026. The MOU details use of the facilities and equipment for year round indoor/outdoor recreational programs, classes, activities and special events for participants of all ages. The continued use of the Homer High School, Homer Middle School and use of equipment is essential to overall City of Homer Community Recreation mission and operations. The partnership and operations of Community Recreation (formerly Community Schools) between the City and KPBSD has been established since 1975 but more formally defined and detailed since 2007 when the City of Homer assumed total operations of this municipal function by voter approval.

Highlighted Changes

1.4 MANAGEMENT COMMITTEE: added additional representatives to include *KPBSD Director of Planning and Operations and a member of the city's Parks, Art, Recreation and Culture Advisory Commission*.

1.5 USE OF FACILITIES: added language *The CITY programs will have priority category 1 use, below student activities as defined AR1330, subject to the discretion of the building Administrator*.

1.5 USE OF FACILITIES: Increased annual fee from six thousand (\$6,000) to annual fee of ten thousand (\$10,000) dollars for indoor and outdoor custodial services and supplies that are used by

the Recreation Program. Added language *The fees may also be used for equipment as determined by the District.*

1.5 USE OF FACILITIES: Removed *KPBSD shall provide office supplies.*

3.1 TERM: This agreement is changing from a *three-year term to a one-year term* for KPBSD to remain consistent with other agreements and MOUs. align with other

Recommendation

Review and approve the one-year MOU (2025-2026) with the Kenai Peninsula Borough School District for the Homer Community Recreation operations.



| | |
|---------------------|---|
| Book | Administrative Regulations |
| Section | 1000 COMMUNITY RELATIONS |
| Title | Use of School Facilities and Properties |
| Code | AR 1330 |
| Status | Active |
| Cross References | BP 1325 - Advertising and Promotion BP 1330 - Use of School Facilities and Properties BP 5131.62 - Tobacco BP 6162.6 - Use of Copyrighted Materials AR 1325 - Advertising and Promotion E 1240 - Organizations Supporting Student Activities E 1330a - Room/Building Use Application E 1330b - Adult Community Use of School Facility E 1330c - Application for Possession of a Firearm or Deadly or Defensive Weapon on School Grounds BP 3515 - School Safety and Security |
| Last Revised | April 7, 2025 |
| Last Reviewed | April 7, 2025 |
| Prior Revised Dates | 2/3/2020, 7/9/2018, 5/2/2022 |

CONDITIONS OF USE

1. Sponsoring organizations shall be directly responsible for adult supervision, post-event minor cleanup, and ensuring all doors are locked when leaving the facility. Sponsoring organizations shall be responsible for the cost of the building custodian as needed in providing exterior maintenance of the sidewalks or walkways, including snow/ice removal and application of traction control, as well as any needed deep cleaning. Applicants shall communicate with the building administrator to ensure that these will be done. Building administrators are program supervisors and shall not be called upon to supervise activities of other groups.
2. The applicant shall agree to assume the risk of liability for damages because of bodily injury or property damage to any person or entity arising out of the use of the premises, and to indemnify, defend, and hold the School District harmless from any claims, demands, or suits by any person or entity arising out of that use unless the liability is a result of the District's sole negligence. The applicant shall further agree to provide the District with a certificate of insurance showing a minimum General Liability limit of \$1,000,000 per occurrence and naming the District as an additional insured unless the District waives this requirement in writing. The applicant shall be subject to all provisions of the administrative rules and regulations governing community use of school facilities.
3. Applicants shall supply any special supervision determined necessary by the building administrator.
4. Smoking of any substance, legal or illegal, is prohibited.
5. The use of tobacco or marijuana in any form is prohibited.
6. Alcoholic beverages/illegal or illicit drugs and people under the influence of said items are not permitted in school facilities or on school property at any time.
7. Firearms or other deadly or defensive weapons, as defined in AS 11.81.900(b)(16) and (19), are not permitted in school facilities or on school property without advance approval of E 1330c Application for Community Possession of Firearms.

8. Installation of equipment, alteration of existing building facilities including fields, use of materials that affect the condition of floors, walls, or other building parts may not be undertaken without specific approval of the building administrator.
9. Groups or organizations using the facilities shall assume all responsibility for the collection of admission fees, taxes, or other fees in connection with their programs unless prior arrangements have been made with the building administrator.
10. Advertising or the sale of merchandise and printed matter, except that incidental to the program, is forbidden on school grounds.
11. Evening activities and programs shall be concluded thirty (30) minutes prior to the close of the second shift custodian workday and buildings shall be vacated by the close of the second shift custodian's workday unless prior approval has been granted by the building administrator, or if use is of the swimming pool.
12. Rental agreements are not transferable.
13. Rental fees shall be determined in advance. Custodian or other service charges may be assessed at the conclusion of the activity according to the level of service provided.
14. Seating, other special equipment, or facilities arrangements shall be made at the time the rental agreement is issued. Extra compensation shall be paid to cover costs for supervision, transferring equipment, setting up equipment in the building, or other services.
15. Fire and safety regulations shall be observed.
16. Lunchroom facilities may be used by students, parents, and teachers' organizations for the purpose of preparing and/or serving meals prepared by the cafeteria staff. Groups not desiring to use the kitchen facilities for food preparation may opt to rent commons, cafeteria, or gymnasium facilities, and have meals catered with permission of the building administrator. Cafeteria staff must be present to supervise the use of food preparation equipment in kitchen facilities.
17. The District reserves the right to cancel an E 1330a Room/Building Use Application if such action is deemed necessary and in the best interest of the District. In the event of such revocation or cancellation, the District will refund any advance payment made and there shall be no claim or right to damages or expenses on the part of the permittee. The superintendent will approve all District cancellations.
18. The District is not responsible for loss or damage to personal property by individuals or groups.
19. The District shall require a hold harmless agreement (when appropriate) and certificates of insurance.
20. Violation of these rules or regulations shall restrict subsequent facility use agreements.
21. All District staff shall adhere to the provisions of the federal copyright law and maintain high ethical standards in using copyrighted materials.

APPLICATION PROCEDURE

1. E 1330a Room/Building Use Application shall be filed with the building administrator at least ten (10) days prior to the date when facilities are to be used.
2. The school shall complete the application, including all applicable fees and the school administrator shall sign.
3. The school shall send the application to the Risk Management Office along with the required certificates of insurance.
4. Risk Management shall review the application and forward it to the assistant superintendent of instructional support.
5. The assistant superintendent shall make the final approval decision, sign and return the application to the school.
6. The school shall notify the applicant, collect fees and schedule the event.
7. Once fees have been collected, cancellations initiated by the District must be approved by the superintendent.
8. If a fee-paying applicant cancels, a cancellation fee of \$50 shall be assessed.

PRIORITY USE OF FACILITIES

It is the goal of the Board to have facilities used as much as possible. The following groups shall have priority for use of school facilities **(Does not include pool use.)** in the following order:

Category I: School and school-related activities and/or groups described in BP 1240 Organizations Supporting Student Activities (e.g. PTA, PTO, Booster Clubs). The school district employee or student activity group representative must be directly engaged to coach, advise, or sponsor the activity, be on-site at all times, and maintain up-to-date contact information with the building administrator and district office. This includes Kenai Peninsula College courses. In order to qualify for this category, Kenai Peninsula College must charge tuition and give credits to all participants in the course. State, local, and federal government meetings that are open to the public. Category I rental fees are waived. Custodial, technical, and utility fees will be charged as required or necessary. Applicants in this category shall follow the established application process.

Category II: Youth public; nonprofit groups/organizations open to all school-age children which provide youth activities in which school-age children are the primary beneficiaries; and for-profit groups whose primary participants for the rental activity are school-related youth (e.g. local commercial dance companies). All nonprofit groups will need to provide the following documentation: IRS letter indicating nonprofit status and exemption from federal taxes and current board of directors' names, addresses, and current phone numbers.

Category III: State, local, and federal government groups; local nonprofit organizations; private not-for-profit groups; denominational groups; any remaining groups that do not meet the criteria for Category I, II, or IV.

Category IV: Private, for-profit, commercial businesses/groups; any activity where the gate receipts or donations are to be used for partisan political activities including political education; and sectarian groups. These priorities apply to the initial scheduling of events. Canceling a reservation to provide a higher priority group access, requires the explicit permission of the superintendent.

FEES**ROOM FEES**

| Room (per hour) | Category I and groups listed in E1240 | Category II & III | Category IV |
|---|--|------------------------------|--|
| Classrooms, regular | No Fee | \$15.00 | \$40.00 |
| Classrooms specialized | No Fee | \$20.00 | \$50.00 |
| Gymnasium | No Fee | \$30.00 | \$70.00 |
| Kitchens | No Fee | \$20.00 | \$50.00 |
| Dining Areas | No Fee | \$20.00 | \$50.00 |
| Outdoor area (per area used) | | | \$200.00(4 hours) |
| Parking lot, tracks, grassy fields, ice rinks | No Fee | \$10.00/\$25.00 | \$50.00/hr. additional time |
| Turf fields | No Fee | \$40.00/\$100.00 | \$500.00 (4 hours) \$125.00/hr. additional time |

1. Additional fees may be charged for technical services and special equipment such as projectors, projector operators, special custodial services, building supervision, set up, and removal of chairs or bleachers. Exhibit 1330g KPBSD Fee Schedule.

2. Specialized classrooms include home economics, music, art, rehearsal, Little Theater, multipurpose rooms, and small gyms.

3. Kitchen use must include additional payment for food service personnel.

4. Long-term rental agreements may be negotiated; contact the building administrator

THEATER/AUDITORIUM FEES

| Theatre or Auditorium Per Event | Category I | Category II | Category III | Category IV |
|--|-------------------|--------------------|---------------------|--------------------|
| Rehearsal* | No Fee | \$75.00 | \$75.00 | \$100.00 |
| Rehearsal Additional time | No Fee | \$30.00/hour | \$30.00/hour | \$30.00/hour |
| Performance** Under 600 Seats | No Fee | \$300.00 | \$300.00 | \$750.00 |
| Performance** Over 600 Seats | No Fee | \$400.00 | \$400.00 | \$1500.00 |

*Rehearsal: The base charge of a rehearsal includes up to four hours, this includes one technician. If an organization exceeds four hours, additional time will be charged at \$30.00 per hour. Additional technical and custodial fees will be charged as required.

**Performance/Event: The base charge of performance includes up to four hours, which includes a technician. If an organization exceeds four hours, additional time will be charged at 1.5 times the regular rate per hour. Additional technical and custodial fees will be charged as required.

Ticket Sale Fees:

For any performances or events that charge an entrance fee, an *additional fee will be charged per ticket. Within ten days of the event, the organization shall submit a report to the building administrator of the total tickets sold.

*Category II & III - \$1 per ticket

*Category IV- \$2 per ticket

Deposits in Advance

Users shall pay a damage deposit of \$300 at the time of scheduling the event/performance. This deposit shall be refunded when it is determined that no damage occurred in all areas used by the applicant. In the event of damage, applicant liability is not limited. If the user cancels after contracts are signed, the User shall forfeit the deposit fee.

THEATER USE

1. The District welcomes the use of the school theater and auditorium facilities for the presentation of performances for community enjoyment with the understanding that school functions have the first call upon facilities.
2. An E 1330a Room/Building Use Application must be approved by the building administrator and the theater manager/technician prior to use.
3. An annual schedule of theater events will be made in September for the following upcoming school year. An application is not final until all paperwork is processed; this process can take up to 30 days. Permits are issued on a first-come, first-served basis.
4. No person shall use theater equipment without authorization and only trained personnel shall operate theater equipment. Special lighting or sound equipment requests shall be identified on the application when submitted. Unforeseen needs may be accommodated with theater manager/technician approval.
5. It is forbidden to change, cut, knock out, remove, or in any way alter or modify the basic building structure including the stage floor, proscenium, apron, ramp, and walls without the theater manager/technician

permission. This includes curtains and valance, teasers, stage microphone pickup, doorbell, piping for mounting stage lights, fire extinguishers, work lights, curtain rods, pulley and rope, intercom system, or breezeway stair railing. No special wiring may be added or existing wiring removed, relocated, or modified for any special effects. This applies to any and all wiring on stage, in the light booth, or other locations within the building complex.

6. Use of school facilities permits shall be limited to the theater/auditorium dressing room on the dates and times requested. All user groups are subject to the rules as outlined by the E 1330a Room/Building Use Application.

Theater Rules Prohibit:

1. Food, drinks, gum, smoking, obscenity, and feet on the furniture
2. Tampering with switches, equipment, or property
3. Issuing of keys to non-school personnel
4. Loaning of school property is critical to the operation of the theater/auditorium
5. Animals in the theater, unless they are essential to performance and approved by the theater manager

PIORITY USE OF POOL FACILITIES (Categories A,B,C,D,E,F)

Category A: School and school-related activities

Category B: Youth public, groups/organizations open to all school-age children, which provide youth activities in which school-age children are the primary beneficiaries.

Category C: Individual Birthday Party-two lifeguards

Category D: Non-Profit Organizations supporting recreational water activities and/or life, health and safety activities in and around water for training and/or certification purposes. (meeting the requirements of E 1240 Organizations Supporting Student Activities and Non-Profit Organizations supporting recreational water activities and/or life/health and safety activities in and around water for training and/or certification purposes and a signed MOA with the KPBSD)

Category E: Individual Per Lane Rental for organizations in category B or C, if the lane rental occurs during normal operation, this reduced rate is based on pool and staffing availability. Rent up to three lanes or up to 50% of the lanes at each site for approved activity, with a maximum of four persons per lane. This is not designated for open swim events.

Category F : Any remaining groups that do not meet the criteria for Category A, B, C, D, or E

POOL FEES

| Admission Fees for Public Swim-Pools | Adults | Youth | Sr. Citizen | 2 and Under |
|---|---|-----------------------------|--------------------------------|--------------------|
| All Facilities | \$6.00 | \$5.00 | \$5.00 | Free |
| Punch Cards/\$55.00 | Adults | Youth | Sr. Citizen | 2 and Under |
| All Facilities | 10 Swims | 12 Swims | 12 Swims | N/A |
| Pool Rental Fees Per Hour | 1 Lifeguard | 2 Lifeguards | 3 Lifeguards | |
| <u>Category A</u> | N/A | | | |
| <u>Category B</u> | \$35.00 | \$70.00 | | |
| <u>Category C</u> | N/A | \$90.00 Up to 49 persons | \$125.00 50 or more persons | |
| <u>Category D</u> | Per KPBSD MOA | Per KPBSD MOA | Per KPBSD MOA | |
| <u>Category E</u> | Per Lane up to 3 Lanes @ \$20.00 per lane. Maximum 4 persons per lane. | | | |
| <u>Category F</u> | \$150.00 | \$185.00 | | |

Additional Lifeguards: \$35.00 per hour as needed or determined by pool manager based on user group needs. After the first rental hour, lifeguard fees can be charged in one-quarter hour increments. For Categories A-E if the lifeguard is in overtime there is an additional \$10 per hour charge, for each lifeguard in OT status.

Legal Reference:

ALASKA STATUTES

18.35.300 - 18.35.330 Health nuisances (smoking)

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 25-061

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
APPROVING THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT
AGREEMENT FOR JOINT USE OF EQUIPMENT AND FACILITIES FOR
THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026, AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
THE APPROPRIATE DOCUMENTS.

WHEREAS, The Kenai Peninsula School District and the City of Homer share common goals to provide opportunities and activities for the physical, mental and cultural development of the citizens of Homer through the City Community Recreation Program; and

WHEREAS, The benefits from limited financial resources can be maximized by the District and the City working together to provide facilities and programs to achieve their common goals; and

WHEREAS, The City and the District have agreed that the best way to maximize resources and achieve common goals is for the City to offer year-round educational and recreational programs for youth and adults through the Community Recreation Program and for the District to provide use of District equipment and facilities; and

WHEREAS, The District and the City have agreed to a draft Agreement for Joint Use of Equipment and Facilities for the period July 1, 2025 through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby approves the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the period July 1, 2025 through June 30, 2026, a copy of which is attached and incorporated herein, and authorizes the City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 23RD day of June, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

43

44 ATTEST:

45

46

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48 _____
RENEE KRAUSE, MMC, CITY CLERK

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50 Fiscal Note: Annual budgeted expenses \$10,000; the fee for custodial services and supplies.

**AGREEMENT FOR JOINT USE OF EQUIPMENT
AND FACILITIES AND SUMMER FIELDS SCHEDULING**

THIS AGREEMENT, made this June 10, 2025, is between the Kenai Peninsula Borough School District, hereinafter referred to as “KPBSD” and the City of Homer, Alaska, hereinafter referred to as “CITY”.

WHEREAS, the KPBSD and the CITY share common goals to provide opportunities and activities for the physical, mental and cultural development of their respective client groups through the Community Recreation Program, and

WHEREAS, there is a need for scheduling school field use during the summer when school administrators may be unavailable, and

WHEREAS, the benefits from limited financial resources can be maximized by the KPBSD and the CITY working together to provide facilities and programs to achieve their common goals.

NOW, THEREFORE, WITNESSETH:

In consideration of the premises and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 – COMMUNITY RECREATION PROGRAM

- 1.1. CITY OF HOMER-COMMUNITY RECREATION PROGRAM.** The CITY agrees to provide year-round indoor and outdoor educational and recreational programs among children, youth, young adults and adults in various sports, special events, hobbies, educational and other recreational activities known as the Community Recreation Program. Recognizing that this program uses school buildings, fields, infrastructure and equipment, the extent, content, and management of the program shall be decided by the CITY with guidance and advice provided by the KPBSD and the Homer Middle School and Homer High School principals. Use of Homer High and Homer Middle Schools and equipment for this program is subject to the advance approval of the appropriate KPBSD administrator(s) who are responsible for such buildings and equipment.
- 1.2. COMMUNITY RECREATION PROGRAM CONTENT.** This program is comprised of the following:
- a. Community Recreation Program classes; and
 - b. Scheduled physical activities such as basketball, pickleball and volleyball; and
 - c. Scheduled educational classes such as Spanish, art programs, community band;
 - d. Periodic special events held in the school’s theater, such as film festivals and musical performances, etc. (limit 2 per school year as available).
- 1.3. PERSONNEL.** The CITY of Homer shall hire qualified personnel to organize, supervise, direct and implement the educational and recreational program services and help ensure building security. Such personnel shall be located in the schools as needed The Recreation Program Manager will work under the supervision of the City Manager, or his/her designee, and both the Program Manager and City Manager shall ensure that all activities of the Program Manager are done in

cooperation with the KPBSD and the Homer Middle School and Homer High School principals, and in accordance with the provisions of this agreement and school board policy. All personnel employed with the Community Recreation Program shall be employees, staff and volunteers of the City of Homer and the personnel regulations and evaluation procedures of the CITY shall apply. All Community Recreation employees, staff and volunteers shall complete and pass an annual background check through the KPBSD background check system at no cost to the City in addition to completing the online concussion training requirement.

1.4. THE MANAGEMENT COMMITTEE. The KPBSD will form a Management Committee consisting of Homer Middle School and Homer High School principals, and the Director of Planning and Operations. The Homer High School Athletic/ Activities Director. The Management Committee will meet annually or as needed with the City Manager or his/her designee, a member of the city's Parks, Art, Recreation and Culture Advisory Commission and the Recreation Program Manager. At meetings the CITY will submit for review by the Management Committee a written and/or oral narrative of the programs and activities conducted during the previous year and those planned for the future. The Program Manager will provide weekly communication with building administrators regarding programming schedules and related facility use topics. The KPBSD retains the right to review the proposed programs and activities and make suggestions concerning same, and to reject proposals that are inconsistent with KPBSD policies or applicable law related to the use of KPBSD facilities and equipment by the public. Reasonable informational reports shall be made by the Program Manager upon request in addition to the reports provided during the annual meetings.

1.5. USE OF FACILITIES. The KPBSD agrees to make its facilities at Homer Middle and Homer High Schools available for use by the Recreation Program subject to the terms and conditions of this agreement and applicable KPBSD policies. The KPBSD will be responsible for building and grounds maintenance, utilities to include water, sewer, electricity, and heating fuel, provided that the Recreation Manager shall promptly notify the KPBSD and building administrator of any damage done to KPBSD facilities by either the Recreation Program instructors or participants, or otherwise observed by the Recreation Manager.

Except as otherwise agreed herein, the KPBSD agrees to make the above mentioned public school facilities available for education/recreation program activities according to the stipulations of BP 1330, Use of School Facilities and Properties, with the provision that preference in the scheduling of them shall be given to the organized activities of the Kenai Peninsula Borough schools. The CITY programs will have priority category 1 use, below student activities as defined AR1330, subject to the discretion of the building Administrator. For those activities requiring the use of the high school's swimming pool the building use form will be utilized and the appropriate fees assessed according to BP 1330 on a case by case basis. No later than April 30 of each contract year, the CITY agrees to pay to the KPBSD technical fees charged to the CITY for the use of the Mariner Theater, and an annual fee of ten thousand (\$10,000) dollars for indoor and outdoor custodial services and supplies that are used by the Recreation Program. The fees may also be used for equipment as determined by the District. The District will determine the distribution of the annual fee between the school sites as appropriate. Should a scheduling conflict arise, the appropriate principal shall give the Recreation Program Manager at least one week notice when

possible. The Homer High School and Homer Middle School principals will consult with the Recreation Program Manager prior to booking private rentals within the facilities and fields (with the exception of the theater and pool) to avoid potential scheduling conflicts.

As circumstances allow, the KPBSD agrees to provide the Recreation Manager with office space and use of copier provided that the Manager may not use KPBSD office supplies other than those provided to the Manager by the KPBSD, or the copier for more than 150 copies per month, without first obtaining advance approval of the building administrator. The CITY shall promptly reimburse the KPBSD for any unauthorized costs incurred by the Recreation Manager.

The Recreation Manager, staff or volunteers will be responsible for building security when activities are held after hours or they are the sole occupants of the school. The Recreation Manager will not be responsible for security in areas where KPBSD events are concurrently running or activities of groups not associated with Community Recreation are being held.

The Recreation Manager is not authorized by this agreement, except summer activities otherwise specified in Article 2 or by amendment, to schedule any events or programs that are not part of the Recreation Program and is prohibited from using the KPBSD facilities, equipment, computer, copier, office space or supplies in any way to schedule any such events or programs. Further, the Manager and Recreation Program are not authorized to expand their program offerings in KPBSD facilities beyond the scope of the present status quo for the duration of this agreement without the written consent of respective building administrators.

1.6. FISCAL AGENT. The CITY shall act as the sole fiscal agent for the conduct of the Recreation Program Coordinator position in Homer.

1.7. HOLD HARMLESS. The CITY shall hold harmless the KPBSD and its officers, directors and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damages, whether tangible or intangible, or injury, including death, to persons or property sustained by the KPBSD, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course of or in connection with its negligent use of KPBSD facilities, equipment and supplies and the performance or negligent performance of both its obligations and those of the Coordinator under this agreement, subject to the appropriation and availability of funds.

The KPBSD shall hold harmless the CITY and its officers and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damage, or injury, including death, to persons or property sustained by the KPBSD, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course of the KPBSD's performance or negligent performance of its obligations under this agreement, subject to the appropriation and availability of funds.

1.8. INSURANCE. The KPBSD will maintain comprehensive general liability insurance for claims arising against the activities of the KPBSD pursuant to this agreement. The CITY will maintain

comprehensive general liability insurance for claims arising against the CITY concerning the Recreation Program pursuant to this agreement. CITY must name KPBSD as an additional insured. KPBSD must name CITY as an additional insured.

- 1.9. EQUIPMENT.** The KPBSD has various equipment and supplies used in the conduct of its programs that may, upon request and approval, be made available to facilitate and support the provision of recreational and educational programs conducted under this agreement. It is understood by both the KPBSD and the CITY that equipment or supplies traditionally provided to the Recreation Program will continue to be made available. Any equipment used by the CITY will be stored as found and any damage to equipment must be reported within 24 hours to the Building Principal. The CITY agrees to repair or replace any equipment that may be damaged while in their use or care.

ARTICLE 2 – SUMMER FIELD USE

- 2.1. SCHEDULING OF SUMMER FIELDS.** The CITY will schedule and issue facility use agreements in the summer months for the KPBSD.
- 2.2. SERVICES.** The CITY will provide personnel to schedule various group usages of the Homer High School and Homer Middle School fields within the City of Homer and issue related facility use agreements, waivers and perform incidental related tasks for dates where school is not in session in the months of May through August.
- 2.3. COMPENSATION.** The KPBSD will compensate the CITY \$500.00 per summer for these summer scheduling services by June 30th.
- 2.4. HOLD HARMLESS.** In recognition that the CITY is only providing scheduling services on behalf of the KPBSD and not administering any of the programs or persons that may be using the fields under a KPBSD facility use agreement the KPBSD, to the extent allowed by law and subject to appropriation, shall indemnify, hold harmless, and defend the CITY from and against any claims of, or liability for, any wrongful or negligent act, error, or omission of the KPBSD or any subcontractor with regards to summer use of the fields under a KPBSD facility use agreement. The KPBSD shall not be required to defend or indemnify the CITY for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the CITY. If there is a claim of, or liability for, the joint negligence of KPBSD and the independent negligence of the CITY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. “KPBSD” and the “CITY” as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each.

ARTICLE 3 – GENERAL CLAUSES

- 3.1. TERM.** This Agreement is effective for a term commencing July 1, 2025 and ending on June 30, 2026, unless terminated earlier pursuant to Article 3.3 of this Agreement, or unless extended as hereinafter provided in Article 3.2.
- 3.2. RENEWAL.** This Agreement may be extended on a year-by-year basis by mutual written agreement of the parties.
- 3.3. TERMINATION.** Either party may terminate this Agreement in whole or in part at any time without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination.
- 3.4. AMENDMENT.** This Agreement may be amended only by a written document executed by the parties.
- 3.5. AUTHORIZED AGENTS.** The individuals authorized to act as the agents on behalf of the parties to this agreement are:

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Kari Dendurent, Assistant Superintendent
148 North Binkley Street
Soldotna, Alaska 99669
(907) 714-8888

CITY OF HOMER
Melissa Jacobsen, City Manager
491 East Pioneer Avenue
Homer, Alaska 99603
(907) 235-8121

The parties do hereby set their hands and seals on the dates provided below.

Kari Dendurent

Melissa Jacobsen

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO before me
this ____ day of _____, 20 ____.

SUBSCRIBED AND SWORN TO before me
this ____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires: _____

NOTARY PUBLIC
My Commission Expires: _____



MEMORANDUM

Resolution 25-062, A Resolution of the City Council of Homer, Alaska, Amending the Americans with Disabilities Advisory Board Bylaws by Updating Article III Members Adding Section 6 Appointment of a Student Representative, Article VI Meetings, Section 1 and Section 3, Meeting Months, Time, and Requiring a Quorum for Worksessions. City Clerk/ADA Advisory Board.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Meeting Date: June 23, 2025
From: Renee Krause, ADA Coordinator
Through: Melissa Jacobsen, City Manager

Background:

Review of the Bylaws by the ADA Advisory Board are scheduled on an biennial basis or when staff determines that amendments or updating is required. Staff performed a full review and noted that the quorum requirement for worksessions was overlooked during a previous amendment. The Board reviewed that amendment and the following changes:

- Amending their meeting schedule to monthly meetings with the exception of July and December
- Changing the meeting start time back to the 4:00 p.m.
- Adding a Student Representative member to the Board

The amendments were reviewed at the regular meetings of the ADA Advisory Board on April 10, 2025, May 8, 2025 and June 12, 2025.

Staff noted that when the Board approved the 2025 meeting schedule they amended the meetings to monthly and reverted back to a 4:00 p.m. start time. Staff suggested the Board consider moving to a 5:00 p.m. or 5:30 p.m. start time to encourage filling the remaining vacant seat by interested parties that were employed and unable to leave work early to attend meetings.

After a discussion by the Board it was agreed to a compromise of a 4:30 p.m. start time to see if that would work and if not they would then try the later time slot to fill the vacancy.

At the May meeting a recommendation to add a student representative was brought forward and staff advised that there was nothing in regulations that would prevent that but would need to be approved by Council and since all recommendations are required to be heard twice by the Board they would need to have it on the June agenda and include all amendments to Council at once.

At the regular meeting of June 12, 2025 the ADA Board discussed and voted unanimously to forward the bylaw amendments to the meeting schedule, meeting time and adding a student representative position to Council for approval.

Recommendation

Adopt Resolution 25-062

Attachments:

Excerpt of meeting minutes for May 8th and June 12, 2025

CALL TO ORDER

Session 24-02 a Regular Meeting of the ADA Advisory Board was called to order by Chair Christine Thorsrud at 4:08 p.m. on April 10, 2025 from the Cowles Council Chambers, City Hall, located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom webinar.

PRESENT: BOARD MEMBERS PARSONS, THORSRUD, O'BRIEN, LEPLEY, SAFRA, CASE

STAFF: CITY CLERK/ADA COORDINATOR KRAUSE
DEPUTY CITY CLERK I APPEL

AGENDA APPROVAL

SAFRA/PARSONS MOVED TO APPROVE THE AGENDA

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PUBLIC COMMENTS ON ITEMS ALREADY ON THE AGENDA (3 Minute Time limit)

RECONSIDERATION

VISITORS/PRESENTATIONS

APPROVAL OF THE MINUTES

A. Unapproved Special Meeting Minutes for FEBRUARY 13, 2025

CASE/PARSONS MOVED TO APPROVE THE MINUTES FOR FEBRUARY 13, 2025

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

STAFF & COUNCIL REPORT(S)/COMMITTEE REPORT(S)

A. ADA Coordinator's Report- Staff Report

Chair Thorsrud introduced the item and deferred to ADA Coordinator Krause.

Ms. Krause provided a verbal report on the following:

- Updates have been completed to the transition plan, still waiting for Public Works updates
- Addressing non-compliant issues will be dependent on FY26/FY27 budget
- Found a few minor corrections on the bylaws

PUBLIC HEARING(S)

PENDING BUSINESS

A. RFI Review

Chair Thorsrud introduced the topic and deferred to ADA Coordinator Krause to open discussion. The Board had brief discussion including the following:

- Clarification of dates for public publishing and submission to City Council
- Length of time between publishing RFI and closed date for proposals
- If companies could be directly contacted or are solely responsible for finding the RFI themselves
- Advertisement in plans rooms across the state

LEPLEY/SAFRA MOVED TO APPROVE THE LETTER AND HAVE IT MOVE ON IN THE PROCESS

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

NEW BUSINESS

A. Review of Bylaws and 2025 Calendar

Chair Thorsrud introduced the item by reading the title, then deferred to ADA Coordinator Krause. Ms. Krause explained a few typos found in the bylaws that needed correction. She also addressed the meeting schedule, requesting the Board strikes the July and December meetings from the calendar and change the meeting time to appeal to filling the current vacancy. The Board continued discussion.

Chair Thorsrud called for a vote to amend the meeting calendar, striking July and December meetings. CASE/PARSONS MOVED TO AMEND THE MEETINGS TO MEETING MONTHLY WITH THE EXCEPTION OF JULY AND DECEMBER.

There was brief discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Chair Thorsrud called for a vote to change the Regular Meeting Time from 4:00 pm to 4:30 pm.

CASE/SAFRA MOVED TO AMEND THE MEETING TIME TO 4:30 P.M.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Chair Thorsrud called for a vote to adopt the changes in typos found in the bylaws.

LEPLEY/CASE MOVED TO AMEND THE BYLAWS TO CORRECT THE TYPOS FOUND.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

INFORMATIONAL MATERIALS

- A. New ADA Board Member
- B. City Manager's Report- March 24, 2025 City Council Meeting

Chair Thorsrud introduced each informational item. Chair Thorsrud facilitated discussion on the materials. The Board welcomed the new Board Member.

COMMENTS OF THE AUDIENCE

COMMENTS OF COUNCIL

Council Member Parsons stated he was in a meeting earlier that day discussing a pedestrian underpass at Diamond Creek recreation area. He stated he appreciated all the effort that people are engaging in outside of the meetings and thanked the Board for all they do.

COMMENTS OF THE STAFF

Deputy City Clerk Appel stated it was a good meeting and she always appreciates the commentary in the meetings.

COMMENTS OF THE BOARD

Board Member Lepley wished to reiterate his excitement at finally getting the proposed ramp system to where it is and also thanked the Board for all the help with the process. He welcomed new Board Member, Pat Case, saying he thought it was wonderful to have him on the Board.

Board Member Safra said she appreciates the work that everybody does and is looking forward to moving things along as they're able to do so.

Board Member Case wanted to acknowledge Board Member Safra and the work she does for the seniors of Alaska and he appreciates everything she does. He also stated he's happy to be on the Board and feels comfortable.

Board Member Parsons thanked everyone for the meeting, also thanking the Clerk's Office for everything they do.

Board Member O'Brien stated he has enjoyed being part of the Board. He said it's a great group to work with and he's appreciative to be involved.

Chair Thorsrud stated she agreed with all the previous comments and glad to finally have Pat Case on the Board.

ADJOURNMENT

There being no further business to come before the Board, Chair Thorsrud adjourned the meeting at 5:03 p.m. The next regular meeting is Thursday, May 8th, 2025 at 4:00 p.m. All meetings are scheduled to be held in City Hall Conference Room located upstairs at 491 E. Pioneer Avenue, Homer, Alaska, 99603 and via Zoom webinar.

ASHLEY APPEL, DEPUTY CITY CLERK I

Approved: _____

CALL TO ORDER

Session 24-02 a Regular Meeting of the ADA Advisory Board was called to order by Chair Christine Thorsrud at 4:01 p.m. on May 08, 2025 from the Cowles Council Chambers, City Hall, located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom webinar.

PRESENT: BOARD MEMBERS PARSONS, THORSRUD, O'BRIEN, LEPLEY, SAFRA, CASE

STAFF: CITY CLERK/ADA COORDINATOR KRAUSE
DEPUTY CITY CLERK I APPEL

AGENDA APPROVAL

LEPLEY/SAFRA MOVED TO APPROVE THE AGENDA

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PUBLIC COMMENTS ON ITEMS ALREADY ON THE AGENDA (3 Minute Time limit)

RECONSIDERATION

VISITORS/PRESENTATIONS

APPROVAL OF THE MINUTES

A. Unapproved Special Meeting Minutes for April 10, 2025

CASE/LEPLEY MOVED TO APPROVE THE MINUTES FOR APRIL 10, 2025

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

STAFF & COUNCIL REPORT(S)/COMMITTEE REPORT(S)

A. ADA Coordinator's Report- Staff Report

Chair Thorsrud introduced the item and deferred to ADA Coordinator Krause.

Ms. Krause provided a verbal report on the following:

- Adding a Student Representative position to the Board.
- Training for 2010 standards for ADA Coordinator
- RFI proposal up for approval at May 12th Council meeting

PUBLIC HEARING(S)

PENDING BUSINESS

A. Review of Bylaws

Chair Thorsrud introduced the topic and deferred to ADA Coordinator Krause to open discussion. The Board had discussion on amending the meeting schedule and time and adding in new member position for a Student Representative.

CASE/LEPLEY MOVED TO ADD A STUDENT REPRESENTATIVE TO BYLAWS, LINE 38.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

CASE/SAFRA MOVED TO ADOPT THE BYLAWS GOING FORWARD.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

NEW BUSINESS

INFORMATIONAL MATERIALS

- A. 2025 ADA Calendar
- B. City Manager's Report- April 14, 2025 City Council Meeting

Chair Thorsrud introduced each informational item. Chair Thorsrud facilitated discussion on the materials.

COMMENTS OF THE AUDIENCE

COMMENTS OF COUNCIL

Council Member Parsons stated that the City Manager was able to reconfigure the budget and employee layoffs are no longer necessary. He also mentioned that now is the perfect time to submit plans to the state for the Diamond Creek Underpass, since DOT is redoing the whole corridor including replacing culverts and adding passing lanes. Homer Trails Alliance is taking the lead on the project with support from City Council.

COMMENTS OF THE STAFF

Deputy City Clerk Appel stated her last meeting as the ADA Board's Clerk was in June.

ADA Coordinator Krause commented that she had received a call from the City of Saxman about how to create an ADA Board stating they were directed to call the City of Homer for direction.

COMMENTS OF THE BOARD

Board Member Lepley thanked the Clerk's Office for all the help with Zoom. He also stressed the importance of using the microphones for ease of hearing.

Board Member Case commented how great it was to have Board Member Lepley back in person. He also said he is still working on getting another Board Member from the school system.

Board Member Parsons stated he's still getting used to having to use the microphones. He also thanked the Clerk's Office for everything they do.

Board Member O'Brien asked the process of how things get added to the meeting packets.

Board Member Safra thanked the staff and commented it was nice to have everyone physically present. She also said she is encouraging all the boards and commissions she serves to come to Homer for a meeting.

Chair Thorsrud stated it was nice to have everyone physically present at this meeting.

ADJOURNMENT

There being no further business to come before the Board, Chair Thorsrud adjourned the meeting at 4:49 p.m. The next regular meeting is Thursday, June 12th, 2025 at 4:00 p.m. All meetings are scheduled to be held in City Hall Conference Room located upstairs at 491 E. Pioneer Avenue, Homer, Alaska, 99603 and via Zoom webinar.

ASHLEY APPEL, DEPUTY CITY CLERK I

Approved: _____

CALL TO ORDER

Session 24-02 a Regular Meeting of the ADA Advisory Board was called to order by Chair Christine Thorsrud at 4:03 p.m. on June 12th, 2025 from the Cowles Council Chambers, City Hall, located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom webinar.

PRESENT: BOARD MEMBERS PARSONS, THORSRUD, O'BRIEN, LEPLEY, SAFRA, CASE

STAFF: CITY CLERK/ADA COORDINATOR KRAUSE
DEPUTY CITY CLERK I APPEL

AGENDA APPROVAL

LEPLEY/CASE MOVED TO APPROVE THE AGENDA

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PUBLIC COMMENTS ON ITEMS ALREADY ON THE AGENDA (3 Minute Time limit)

RECONSIDERATION

VISITORS/PRESENTATIONS

APPROVAL OF THE MINUTES

A. Unapproved Special Meeting Minutes for May 08, 2025

CASE/LEPLEY MOVED TO APPROVE THE MINUTES FOR MAY 08, 2025

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

STAFF & COUNCIL REPORT(S)/COMMITTEE REPORT(S)

A. ADA Coordinator's Report- Staff Report

Chair Thorsrud introduced the item and deferred to ADA Coordinator Krause.

Ms. Krause provided a verbal report on the following:

- Passed test for ADA Coordinator Certification
- Suggested an extension on the RFI for Harbor Project

PUBLIC HEARING(S)

PENDING BUSINESS

A. Review of Bylaws

Chair Thorsrud introduced the topic and deferred to ADA Coordinator Krause to open discussion. The Board had brief discussion regarding the additions and changes in the bylaws.

CASE/SAFRA MOVED TO FORWARD THE RECOMMENDED CHANGES TO THE BYLAWS TO CITY COUNCIL FOR FINAL APPROVAL: 2025 MEETING CALENDAR, UPDATED MEETING TIME, AND ADDITION OF VERBIAGE TO OPEN A STUDENT REPRESENTATIVE POSITION.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

NEW BUSINESS

A. ADA CIP Project Discussion

Chair Thorsrud introduced the item and deferred to ADA Coordinator Krause to explain the topic. Ms. Krause provided insight. The Board then discussed the CIP list projects including the following

- City Hall
- Fishing Lagoon
- Parking and pavement at City Facilities
- Complying with ADA requirements
- Disability Tourism

INFORMATIONAL MATERIALS

A. 2025 ADA Calendar

Chair Thorsrud introduced the informational item. Chair Thorsrud facilitated discussion on the materials.

COMMENTS OF THE AUDIENCE

COMMENTS OF COUNCIL

Council Member Parsons noted July is Disability Month. ILC is holding a Community event with a barbeque on July 26th.

COMMENTS OF THE STAFF

Deputy City Clerk Appel stated it's been a pleasure to clerk for this Board.

COMMENTS OF THE BOARD

Board Member Lepley mentioned the extension of the RFI and how he agrees it's a good idea.

Board Member Case thanked the Clerk's Office.

Board Member Parsons thanked ADA Coordinator Krause for having such a hands on approach for creating the agenda.

Board Member O'Brien stated that seeing things slowly increment towards long time goals is really cool.

Board Member Safra thanked the staff and said she would see the Board in August.

Chair Thorsrud expressed her excitement for a Student Representative. She also reminded the Board of the new meeting time starting in August.

ADJOURNMENT

There being no further business to come before the Board, Chair Thorsrud adjourned the meeting at 5:00 p.m. The next regular meeting is Thursday, August 14th, 2025 at 4:30 p.m. All meetings are scheduled to be held in City Hall Conference Room located upstairs at 491 E. Pioneer Avenue, Homer, Alaska, 99603 and via Zoom webinar.

ASHLEY APPEL, DEPUTY CITY CLERK I

Approved:_____

**CITY OF HOMER
HOMER, ALASKA**

City Clerk/
ADA Advisory Board

RESOLUTION 25-062

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE AMERICAN WITH DISABILITIES ADVISORY BOARD
BYLAWS BY UPDATING ARTICLE III MEMBERS ADDING SECTION 6
APPOINTMENT OF A STUDENT REPRESENTATIVE, ARTICLE VI
MEETINGS, SECTION 1 AND SECTION 3, MEETING MONTHS, TIME
AND REQUIRING A QUORUM FOR WORKSESSIONS.

WHEREAS, The American with Disabilities (ADA) Advisory Board Bylaws were updated
in 2022; and

WHEREAS, A quorum is required for worksessions and this was overlooked in the last
amendments; and

WHEREAS, The ADA Advisory Board discussed the value of meeting every month with
the exception of July and December to address the oversight of transitions plans; and

WHEREAS, The ADA Advisory Board has determined that scheduling meetings at 4:30
p.m. would allow for more opportunity to fill the remaining vacancy; and

WHEREAS, The ADA Advisory Board was approached with the idea to include a student
representative seat on the board by a member of the community; and

WHEREAS, The amendments were introduced at the regular meetings on April 10, 2025
and May 8, 2025 and passed by unanimous consent at the regular meeting on June 12, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
amends the Americans with Disabilities Act Advisory Board Bylaws by updating Article III –
Members to allow for appointment of a student representative and Article VI, Meetings
amending the meetings to monthly with the exception of July and December at 4:30 p.m. and
requiring a quorum for worksessions.

PASSED AND ADOPTED by the Homer City Council this 23rd day of June, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

45

46 ATTEST:

47

48

49 _____
RENEE KRAUSE, MMC, CITY CLERK

50

51 Fiscal Note: N/A

**CITY OF HOMER AMERICAN WITH DISABILITIES ADVISORY BOARD
BYLAWS**

ARTICLE I – NAME AND AUTHORIZATION

This organization shall be called the Americans with Disabilities Act (ADA) Advisory Board, established via Ordinance 22-53(A), existing by virtue of the provisions of Chapter 2.70 of the Homer Municipal Code, and exercising the powers and authority and assuming the responsibilities delegated under said Code. The following bylaws were adopted on XXXXXXX and shall be in effect and govern the procedures of the ADA Advisory Board.

ARTICLE II – PURPOSE

Section 1. Act in an advisory capacity to the City Manager and City Council on Title II Regulations of the Americans with Disabilities Act within the City of Homer which covers programs, activities, and services of public entities.

Section 2. Develop grievance procedures to outline the process of providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by Title II of the ADA Regulations.

Section 3. Develop and perform annual updates to maintain transition plan(s) for city facilities, programs, parks, trails, play areas and campgrounds, listing any barriers that would limit accessibility of its programs, activities or services to individuals; the methods to be utilized to remove those barriers and schedules for taking necessary steps to achieve compliance.

Section 4. Perform reviews of any new programs, activities, and services offered by the City of Homer and incorporate into existing transition plans.

Section 5. Annually review the City of Homer Comprehensive Plan and make recommendations prioritizing accessibility.

Section 6. Consider any specific proposal, problem or project as directed by the City Council or the City Manager and report or submit recommendations thereon directly to the City Council through the City Manager.

ARTICLE III – MEMBERS

Section 1. The Board shall consist of six members and one Council member. Members shall be nominated by the Mayor and confirmed by City Council. Not more than three members may reside outside city limits. Public members will be appointed to serve for three-year terms to expire on August 31st of designated years. Council member will be appointed for their term elected.

Section 2. Notice of term expirations will be delivered to members by the City Clerk's Office. Members wishing to continue services upon the completion of a three-year term must submit a reappointment application to the City Clerk's Office, which is subject to review by the Mayor and confirmed by City Council. There are no limits on the number of terms a member may serve.

Section 3. Members may not have alternates. If a position is vacated during a term, it shall be filled for the unexpired term by an appointee selected by the Mayor and confirmed by City Council.

Section 4. A member's appointment is vacated under the following conditions:

- A member fails to qualify to take office within 30 days after their appointment;
- A member resigns;
- A member is physically or mentally unable to perform the duties of the office;
- A member is convicted of a felony or of an offense involving a violation of their oath of office; or
- A member has two consecutive unexcused absences, or misses half of all meetings within an appointment year, whether excused or unexcused.

Section 5. The Mayor and City Manager may serve as non-voting, consulting members.

Section 6. The Mayor may appoint, subject to confirmation by the City Council, one Homer area high school Student Representative to serve as consulting, non-voting members.

ARTICLE IV – OFFICERS

Section 1. A Chairperson and Vice-Chairperson shall be elected from among the appointed members at the regular August meeting of the Board.

Section 2. Officers shall serve a term of one year from the August meeting at which they are elected, and until their successors are duly elected. Officers may be re-elected in subsequent years.

Section 3. The Chairperson shall preside at all meetings of the Board, authorize calls for any special meetings, execute all documents authorized by the Board, serve as ex officio/voting member of all committees, and generally perform all duties associated with that office.

Section 4. In the event of the absence of the Chairperson, the Vice-Chairperson shall assume and perform the duties of the Chair. If both the Chairperson and Vice-Chairperson are absent, and a quorum of four members are present, the senior member shall assume and perform the duties and functions of the Chair.

ARTICLE V – CITY STAFF ROLES

Section 1. The ADA Coordinator shall serve as a staff liaison to the Board. The staff liaison shall assist the Chairperson in setting meetings, preparing agendas, and other documentary material, and coordinating the acquisition of needed materials and training. The staff liaison shall submit reports and recommendations for those agenda items requiring decisions or recommendations by the Board. Other staff having experience, education, and professional training in a subject matter on the agenda may provide input, reports and recommendations, or may provide supplemental information. The information submitted may be oral, written or graphic, or some combination of all.

Section 2. The City Clerk shall designate a recording clerk to take minutes for the Board and serve as the Board's parliamentary advisory pursuant to AS 29.20.380(10) and HCC 2.12.010, and assist the Chairperson with the conduct of the meeting.

ARTICLE VI – MEETINGS

Section 1. Regular meetings shall be open to the public and held on the second Thursday of each month, excluding the months of ~~January, March, September,~~ **July** and December at ~~5:00~~ **4:30** p.m. in the designated location and shall be posted for public information as required by Homer City Code and Alaska State Statutes.

Section 2. Special meetings and Worksessions may be called by the ADA Coordinator, Chair, or a majority of the Board. Notice of such meetings shall be posted in the same manner as that for regular meetings.

Section 3. A quorum for the transaction of business at any meeting shall consist of four members. For purposes of determining the existence of a quorum, consulting members shall not be counted. Worksessions do ~~not~~ require a quorum, however, no action may be taken at a worksession; items on the agenda are for discussion only.

Section 4. Any member who is unable to attend a meeting, whether regular or special, shall contact the Clerk in advance no later than two hours prior to the scheduled meeting time for excusal.

Section 5. Meeting agenda deadline is at 5:00 p.m. the Wednesday preceding the meeting. Allowances will be made for holidays.

Section 6. The order of business for the regular meetings shall include, but not be limited to, the following items, which shall be covered in the sequence shown, as far as circumstances permit. Agenda shall be posted for public information as required by Homer City Code and Alaska State Statutes.

| CITY LOGO | NOTICE OF MEETING REGULAR MEETING AGENDA NAME OF BODY DAY OF WEEK, DATE, AND TIME OF MEETING PHYSICAL LOCATION OF MEETING & MEETING ROOM | DEPT. CONTACT INFO (City Clerk's Office) |
|---|--|---|
| 1. CALL TO ORDER | | |
| 2. AGENDA APPROVAL | | |
| 3. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA (3 minute time limit) | | |
| 4. RECONSIDERATION | | |
| 5. APPROVAL OF MINUTES | | |
| 6. VISITORS/PRESENTATIONS (Chair set time limit not to exceed 20 minutes. Public may not comment on the visitor or the visitor's topic until audience comments. No action may be taken at this time.) | | |
| 7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS | | |
| 8. PUBLIC HEARING (3 minute time limit) | | |
| 9. PENDING BUSINESS | | |
| 10. NEW BUSINESS | | |
| 11. INFORMATIONAL MATERIALS (No action may be taken on these matters, for discussion only.) | | |
| 12. COMMENTS OF THE AUDIENCE (3 minute time limit) | | |
| 13. COMMENTS OF THE CITY STAFF | | |
| 14. COMMENTS OF THE COUNCILMEMBER (If one is assigned) | | |
| 15. COMMENTS OF THE BOARD (includes Comments of the Chair since they are part of the board.) | | |

16. ADJOURNMENT Next regular meeting is scheduled for _____. (Note any other worksessions, special meetings, committee meetings etc.) All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (The meeting may be scheduled for the Conference Room or virtually.)

Section 7. Per Resolution of the City Council (Resolution 06-115(A)), Public Testimony shall normally be limited to three minutes per person. Exceptions may be provided for at the Chairperson's discretion or by a majority vote of the members in attendance.

Section 8. Recorded minutes shall be made available by the City Clerk's Office to the Board prior to the next meeting and a record of all voting will be included in the minutes of each meeting. Minutes shall be available to the public as required by Homer City Code and Alaska State Statutes.

Section 9. Teleconference participation is allowed per the rules and limitations set forth in Homer City Code 2.58.060.

ARTICLE VII – GENERAL OPERATING PROCEDURES

Section 1. The Board shall abide by the current edition of Robert's Rules of Order insofar as it is consistent with the Board's bylaws, other provisions of Homer City Code, or standing rules. In all other cases, bylaws, the code, or the standing rule shall prevail. This includes, but is not limited to, HCC 1.18 Conflicts of Interest, Partiality, and Code of Ethics; HCC 2.58 Boards and Commissions; HCC 2.70 ADA Advisory Board; and the Open Meetings Act – AS 44.62.310-312.

Section 2. Each member, including the Chairperson, shall vote, and shall not abstain from voting, unless such member claims a conflict of interest, or has an excused absence, in which event the member shall be excused from voting. The member shall then state for the record the basis for the abstention. Four affirmative votes are required to pass a motion. Voting will be by a roll call vote, the order to be rotated; or by unanimous consent if no objection is expressed. Voting by proxy or absentee is prohibited.

Section 3. Any rule or resolution of the Board, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand; and such suspension to be valid; may be taken only at a meeting at which at least four of the members of the Board shall be present, and two thirds of those present shall so approve.

Section 4. Training sessions developed or arranged by the City Clerk and approved by the City Manager shall be mandatory unless a member's absence is excused by the Chairperson. The City Manager and/or City Clerk, in their discretion and in consultation with the City Attorney as needed, may develop model procedures to be used as a guide for the Board.

ARTICLE VIII – COMMITTEES

Section 1. Committees of one or more members for such specific purposes as the business of the Board will only become active upon approval of Council. A memorandum and resolution will go before Council outlining the reason, tasks assigned and termination date. Committees shall be considered to be discharged upon completion of the purpose for which it was appointed, and after its final report is made to and approved by the Board.

190
191 Section 2. All committees shall make a progress report to the Board at each of its meetings.
192

193 **ARTICLE IX – BYLAW AMENDMENTS**
194

195 The Bylaws may be amended at any meeting of the Board by a majority plus one of the members,
196 provided that notice of said proposed amendment is given to each member in writing. The proposed
197 amendment shall be introduced at one meeting and action shall be taken at the next Board meeting.
198 Amendments to bylaws shall be effective upon approval of the amendments by City Council via
199 resolution.



MEMORANDUM

Resolution 25-063, A Resolution of the City Council of Homer, Alaska, Amending City of Homer Personnel Regulations, Chapter 3, Section 3.14.1 Employment of Relatives. City Manager/HR Director.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: June 23, 2025
From: Andrea Browning, HR Director
Through: Melissa Jacobsen, City Manager

The Personnel Regs are periodically reviewed if revision and/or clarifications are necessary.

After much consideration given to best practices and fiscal impacts, Administration recommends the following revisions:

Expand definition of “family” under Employment of Relatives and Bereavement. The current regulations define family members, but do not include “*step-sibling*” as part of that definition. The COH does not allow family members to work in the same department. Additionally, the current regulations do not recognize step-siblings when pertaining to Bereavement Leave.

Chapter 3

Current Personnel Regs read:

3.14.1 For purposes of this chapter, “family member” means the spouse of the employee; a life partner or person cohabitating with the employee; a child, including a stepchild and/or an adopted child of the employee; a parent, step-parent, sibling, or grandparent, or grandchild of the employee or a parent or sibling of the employees’ spouse.

Change: *Expand definition of family member to include step-sibling.*

Amended 3.14.1 will read:

3.14.1 For purposes of this chapter, “family member” means the spouse of the employee; a life partner or person cohabitating with the employee; a child, including a

stepchild and/or an adopted child of the employee; a parent, step-parent, sibling, step-sibling, grandparent, or grandchild of the employee or a parent or sibling of the employees' spouse.

Recommendation:

Adopt Resolution 25-063

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
HR Director

RESOLUTION 25-063

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING CITY OF HOMER PERSONNEL REGULATIONS,
CHAPTER 3, SECTION 3.14.1 EMPLOYMENT OF RELATIVES.

WHEREAS, Pursuant to Regulation 1.6, Revisions and Amendments, the City Manager may recommend revisions to the Personnel Regulations at any time with the revisions effective upon the approval of the City Council; and

WHEREAS, The City Manager recommends amending Chapter 3, Section 3.14.1 Employment of Relatives to expand the definition of “family member” to include “step-sibling.”

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby amends the City of Homer Personnel Regulations, amending Chapter 3, Section 3.14.1, as outlined above.

PASSED AND ADOPTED by the Homer City Council this 23rd day of June, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

RENEE KRAUSE, MMC, CITY CLERK

Fiscal Note: N/A



MEMORANDUM

Resolution 25-064, A Resolution of the City Council of Homer, Alaska Authorizing the Staff of the Homer Public Library to Apply for Grants for the Purpose of Funding the Purchase and Installation of the Library Security Grille. City Manager/Library Director.

Item Type: Backup Memorandum
Prepared For: Homer Mayor and City Council
Date: June 17, 2025
From: Library Director Dave Berry
Through: City Manager Melissa Jacobsen

Background

During the design process for the current Homer Public Library building, the architects envisioned installing a security grille between the meeting room and the main floor, allowing the meeting room to be used outside of library hours. That grille was never installed, but we have an opportunity to do so now.

The library receives many meeting-room requests from community groups, and we would likely receive more if the room were available after hours. Installing a grille enhances the value of a resource that is already in high demand and that the community worked hard to build.

Usage Questions

I communicated with a number of other library directors that have similar systems. How much the room is used after hours depends on the library's fees and policies, but in general the public appreciated having extended meeting hours and used the facilities responsibly. No one reported any problems with theft or vandalism.

Library staff here in Homer would copy the procedures used in places like Palmer and Big Lake, where groups must be present at closing time and staff lock both the grille and the outside door, leaving the group to use the room in between. Groups must ensure the outside door latches when they leave. I would like to emphasize that **the outside door of the building would never be left open overnight.**

Project Status

Last year, the City Council approved Ord. 24-24(A), allocating \$30,000 for designing and installing a grille. As of June 2025, all the engineering work is complete, and the State Fire Marshal has issued a permit approving the design. The cost estimates provided in February suggest we would need roughly another \$19,000 to complete the installation.

I recommend pursuing grant funding in the amount of \$25,000, to allow for inflation or unexpected contingencies. The project offers long-term benefits to the community as a whole, which should make it appealing to potential grantors.

RECOMMENDATION:

Adopt Resolution 25-064

ATTACHMENTS:

FAQ About the Library Security Grille
Mockup Photographs of the Grille Site
Engineering Design Drawings
Fire Marshal's Certificate of Plan Review
Product Specifications Brochure
Final Cost Estimates

Library Security Grille FAQ

Q: What's the security grille for?

A: There's a lot of competition among groups that want to use the meeting room in the evening, particularly for adults meeting after work. Installing a security grille means the room would be usable after hours without needing staff to be present.

Q: Is this a new idea?

A: No. In their original design for the library building, the architects explicitly conceived of a meeting room that "can be accessible after library hours without going into the main floor."¹ Such a feature is common in other public buildings—the Port and Harbor Office here in town has a similar setup, as do many public libraries in other cities.

Q: Does this mean the library will be unlocked all night?

A: No. Here's the process for using the room after hours:

1. A group must fill out a room-reservation form, just as they do now. Anyone reserving the room must be at least 18 and all reservations are subject to approval by library staff.
2. The group must have a representative present in the library at closing time.
3. Staff will lock the outside door of the building and the security grille, leaving the group's representative in the meeting room.
4. The group is responsible for letting their members in and holding the meeting. The door should never be propped open while the meeting is in progress.
5. The group is also responsible for making sure the outside door is latched when they leave. So long as the latch engages, the door is always locked.

Q: Would there still be a fee for reserving the room?

¹ Armstrong, Michael. "Homer Public Library Design Ahead of Schedule." *Homer News* 8 Jul. 2004. Web. 4 Jun. 2025. Page 13. <https://homerpubliclibrary.newspapers.com>.

A: The library currently charges \$50 per hour to use the room outside of regular service hours, which is largely cancelled out by the staff overtime needed to keep the whole building operational. Whether that fee should remain in place is open for debate—the City could decide to abolish it, which increases the use of the room, or keep it to generate revenue.

Q: Would there be a damage deposit?

A: Another question for debate. We don't currently require a damage deposit. We could start with one and adjust it over time, or even require groups to demonstrate proof of insurance. Any such requirements would reduce the usability of the room.

Q: How do other libraries manage their meeting rooms after hours?

A: Policies vary widely, but here's a sampling.

- Palmer Public Library (former building): Essentially the same process we propose. Staff locked the internal and external doors at closing time, and groups had to arrive before then to have access to the meeting room. Groups were responsible for making sure the restrooms were empty, lights were off and exterior doors latched before leaving. They never had a problem with vandalism or negligence.
- Big Lake Public Library: Groups must be present at closing time and staff lock the security grille, much as we propose here. Unlike in Homer, the group's representative gets a building key, which they deposit in the book drop after the meeting. The meeting room/restrooms are used outside of regular hours a couple of times a month. Use is free as long as the meeting begins by closing time; if staff have to come in to provide access outside of regular hours, there is a \$40/hour charge.
- Unalaska Public Library: Staff love having the security grille. The meeting room/lobby/restrooms are used constantly, particularly in the morning before 10 am opening. They've never had a problem with vandalism, but it's essential to make sure that a group's representative is listed on the reservation form and is present for the entire meeting.
- Soldotna Public Library: The grille closes off the meeting room, lobby and restrooms from the rest of the building. There is a \$30 charge for after-hours use, or \$60 for events charging an admission fee.

- Ketchikan Public Library: The grille can separate the meeting room/lobby/restrooms from the library, but policy says that staff must still stay behind to lock the outside doors after the meeting.
- Wasilla Public Library: The meeting room can be used outside of regular hours only if a staff member attends the meeting.
- Nome Public Library: There are several rooms with outside doors, with internal locks to prevent access to the rest of the building; restrooms are not available. Groups must fill out a reservation form. Staff must either stay in the building or else return after the meeting to lock up.
- Kodiak Public Library: The city council meets in the room weekly, and staff close the security grille if the meeting goes past closing time. No other meetings are allowed outside of regular hours.
- Juneau Public Library (Valley and Douglas branches): The meeting rooms are available before and after regular hours, and are used as polling places. The library charges a fee for meetings outside open hours.
- Seward Community Library and Museum: Groups reserve the room ahead of time. During normal hours they check out a pouch containing a building key and an alarm fob, which they return in the book drop. There is no charge for the room unless the event is for-profit. There have never been major problems in recent memory, but the library retains the right to charge a \$100 cleaning fee if necessary.
- Bethel Public Library: The library is inside the cultural center, which manages the meeting rooms. There is a fee for using the rooms, and some groups are allowed to check out the building key and meet when staff aren't present.

Q: Does the proposed grille obstruct the walkway?

A: No. The grille folds away into a pocket-wall on the north side of the corridor. That wall extends 30 inches into the hallway, almost exactly the same distance as the wooden shelving unit already there. The path into the building is the same straight line that exists now.

Q: Does it obstruct the view?

A: The grille requires a pocket wall on one side of the hallway and an overhead rail to slide on. There is some visual impact, but the equipment is hidden behind drywall, which can be painted or wood-paneled to blend in with the rest of the building. See the mockup photos for a rough idea of the possibilities.

Q: What about emergencies?

A: The grille will always be open except when an evening meeting is in progress. Even when the grille is closed, people can escape from inside the building through an emergency exit built right into the grille itself, with no key needed. On May 29, 2025, the State Fire Marshal issued a certificate approving the design as meeting all fire-code requirements.

Q: How much should this cost?

| | Funded | Costs |
|---|---------------|-----------------|
| Original Council appropriation through Ord. 24-24(A) | \$30,000 | |
| Costs paid to June 12, 2025 | | |
| Architectural and engineering design | | \$11,241 |
| Fire Marshal plan review | | \$422 |
| Subtotal | | \$11,663 |
| Remaining costs (estimate as of February 25, 2025) | | |
| Materials (including the grille itself, the support structures, and various repairs to finishings after installation) | | \$31,692 |
| Labor for installation | | \$2,727 |
| Contingencies | | \$1,721 |
| Estimated 4% annual inflation to May 2025 | | \$361 |
| Subtotal | | \$36,501 |
| Grand totals | | |
| Remaining unspent funds | \$18,337 | |
| Unfunded costs | | \$18,164 |
| Complete project costs | | \$48,164 |

Q: These cost estimates seem high. Can't this be done cheaper?

A: Probably not. People tend to assume that installing a grille is as simple as throwing a homemade concertina door across the space. I wish it was that easy! Here are some of the design challenges that have already been confronted:

1. As a public building, the library has to meet fairly stringent fire code regulations. The grille closes off the building's main exit, which means it must incorporate an emergency exit door that can be opened from the inside without a key. The proposed design is a commercial product which includes such a door.
2. The floor is a concrete slab with underfloor heating pipes, which means you have to be very careful where you drill to put in supports.
3. There are also pipes crossing through the space just below the ceiling. The grille must be suspended from the overhead I-beam in such a way that it doesn't cut through the pipes.
4. The current design reaches the full height of the corridor. It might be possible to reduce costs by installing a grille that is only half-height, but it means putting in a heavy overhead beam about eight feet above floor level and spanning the entire width of the hallway. We felt this is an unsightly visual obstruction in a beautiful building and also blocks the view from some of the security cameras.

Q: Could a local manufacturer make a grille?

A: Maybe. We haven't put the construction and installation out to bid yet. The current design uses an off-the-shelf product. If we ask a local company to fabricate a custom job, the design work will have to be done again. Alternatively, if a local company was willing to work from the existing design but offer lower labor costs, that could change the numbers significantly.

Q: How much disruption would there be to library operations while the grille was under construction?

A: That has to be worked out with the contractor doing the installation, and minimizing the disruption would be a factor in evaluating the responses to the Request for Proposals, whenever that's issued.

Ideally, the construction work could be done outside of library hours, which would allow the entrance to be used normally. Failing that, we could route traffic through other doors, which have their own problems: the two emergency exits are not designed for wheelchairs, and sending people through the back entrance means passing through the staff work areas. If the construction could be done quickly, closing the building for a few days might be an option.

Q: Is there grant funding for projects like this?

A: We hope so! We're exploring grant options now. We have the final engineering drawings and approval from the Fire Marshal, so we're in a strong position for writing applications.



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HOMER LIBRARY SECURITY GRILL

PERMIT SET

FOR:

CITY OF HOMER
HOMER, ALASKA

PREPARED BY:



Anchorage, AK
2700 Gambell St, Ste 500
Anchorage, AK 99503
Phone: 907.743.3200
www.respec.com
AECC163270



SHEET INDEX

| NUMBER | NAME |
|--------|------------------------------------|
| G-001 | COVER SHEET |
| A-001 | LIFE SAFETY PLAN |
| A-101 | SECURITY GRILL PLAN AND ELEVATIONS |
| S-001 | GENERAL NOTES |
| S-101 | STRUCTURAL DETAILS |

| No. | Date | Item |
|-----------|------|------|
| REVISIONS | | |

CONSULTANT :

RESPEC

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Anchorage, AK 99503

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PROJECT :

HOMER LIBRARY SECURITY GRILL

HOMER, ALASKA

SHEET TITLE :

COVER SHEET

PERMIT SET

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| DATE | 02/28/2025 |

PROJECT No.

10306.24019

SHEET NUMBER

G-001

PROJECT: HOMER PUBLIC LIBRARY - SECURITY GRILL ADDITION
500 HAZEL AVE.
HOMER, AK

CLIENT: CITY OF HOMER
CONTRACTOR TBD
SCOPE OF WORK: INSTALL A NEW SIDE ROLLING SECURITY GRILL BETWEEN THE PUBLIC LOBBY,
CONFERENCE AND PUBLIC RESTROOMS OPEN FOR PUBLIC USE DURING LIBRARY OFF HOURS.

ORIGINAL CODES - 2000 INTERNATIONAL FAMILY OF CODES
CURRENT CODES - 2021 INTERNATIONAL FAMILY OF CODES WHERE APPLICABLE. INCLUDING:
-2021 EXISTING BUILDING CODE
LEVEL 2 ALTERATION (SECTION 603)

CONSTRUCTION TYPE: VB - FULLY AUTOMATIC SPRINKLERED
OCCUPANCY TYPE: MIXED USE A-3/PUBLIC LIBRARY, B/OFFICE, S-1/STORAGE
FULLY SPRINKLERED AND ALARMED (SUPERVISED)
LEVEL 2 ALTERATION (IEBC 603)




EXISTING OCCUPANT LOAD CALCULATION:
PER 2000 IBC, TABLE 1003.2.2.2 OCCUPANT LOAD IS CALCULATED AT 50 NET FOR READING
ROOMS, 100 GROSS FOR STACK AREAS, 100 GROSS FOR OFFICE AREAS, 300 GROSS
ACCESSORY STORAGE/MECHANICAL ROOMS, 15 NET FOR ASSEMBLY AREAS (LOBBY, MEETING
W/ UNCONCENTRATED TABLES AND CHAIRS = TOTAL OF 220 TOTAL OCCUPANTS

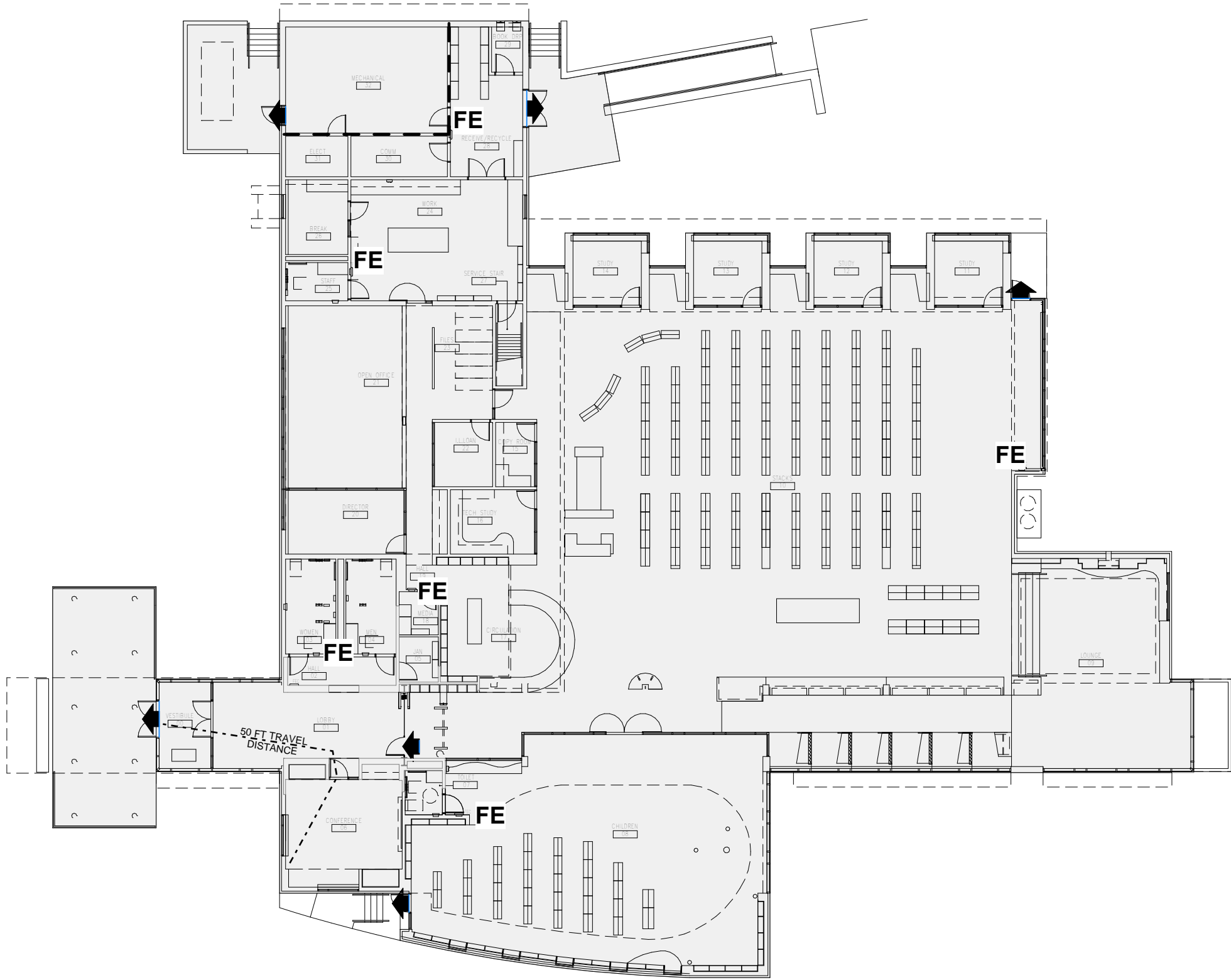
EGRESS:
CONFERENCE ROOM 280 SF/15 = 19 OCC.
1 EXIT REQUIRED/1 PROVIDED

VESTIBULE/LOBBY 370 SF/15 = 25 OCC.
1 EXIT REQUIRED/ 1 PROVIDED

TOTAL OCCUPANTS = 44 OCC.
1 EXIT REQUIRED/ 1 PROVIDED

CODE LEGEND

-  FIRE EXIT
-  SMOKE BARRIER
-  FIRE EXTINGUISHER
(LOCATED IN ADJACENT WALL)



1

LIFE SAFETY PLAN

A-001SCALE: 1" = 20'-0"


| No. | Date | Item |
|-----------|------|------|
| REVISIONS | | |

CONSULTANT :

Trent Mullins

5/8/25

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PROJECT :

HOMER LIBRARY SECURITY GRILL

HOMER, ALASKA

SHEET TITLE :

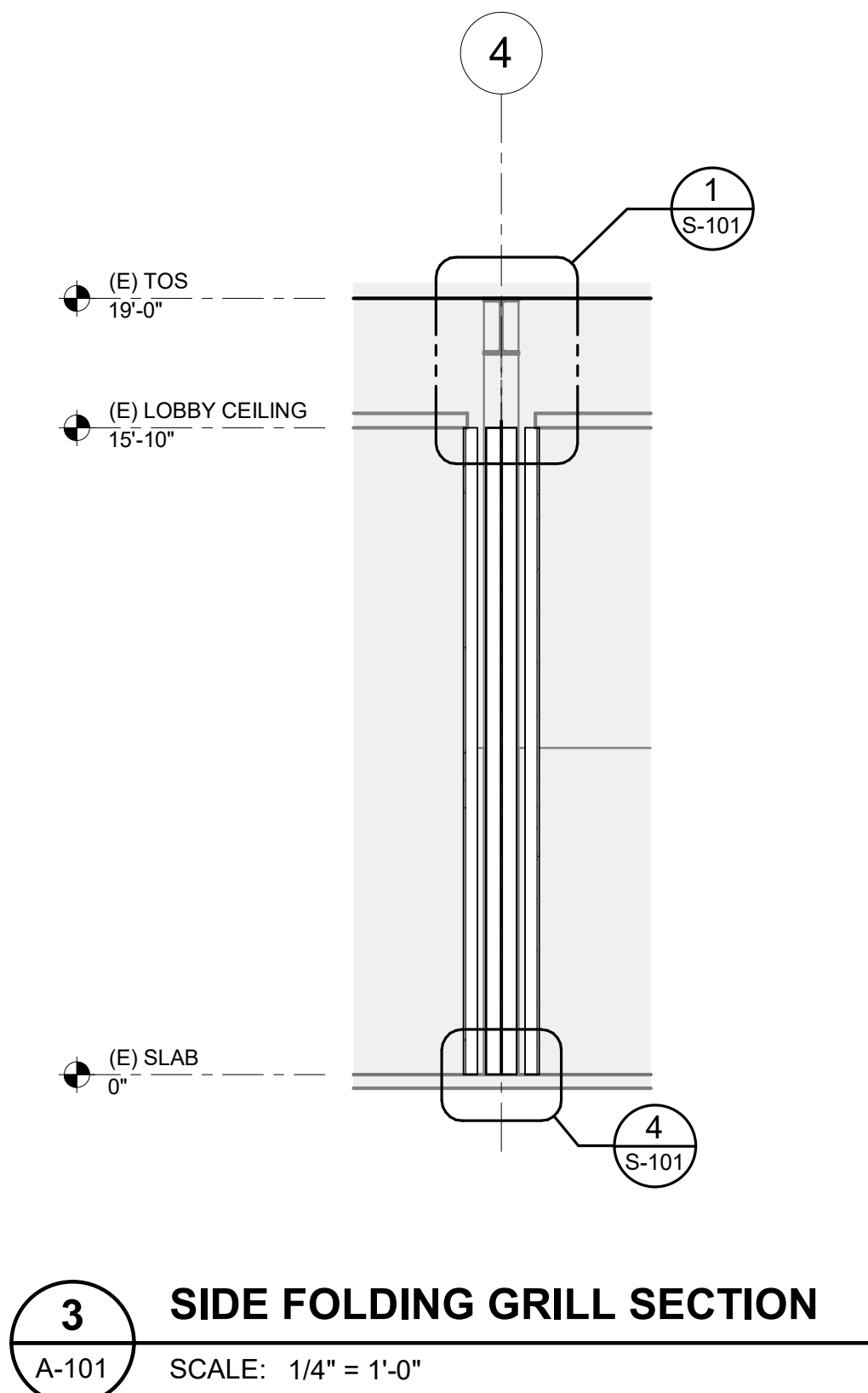
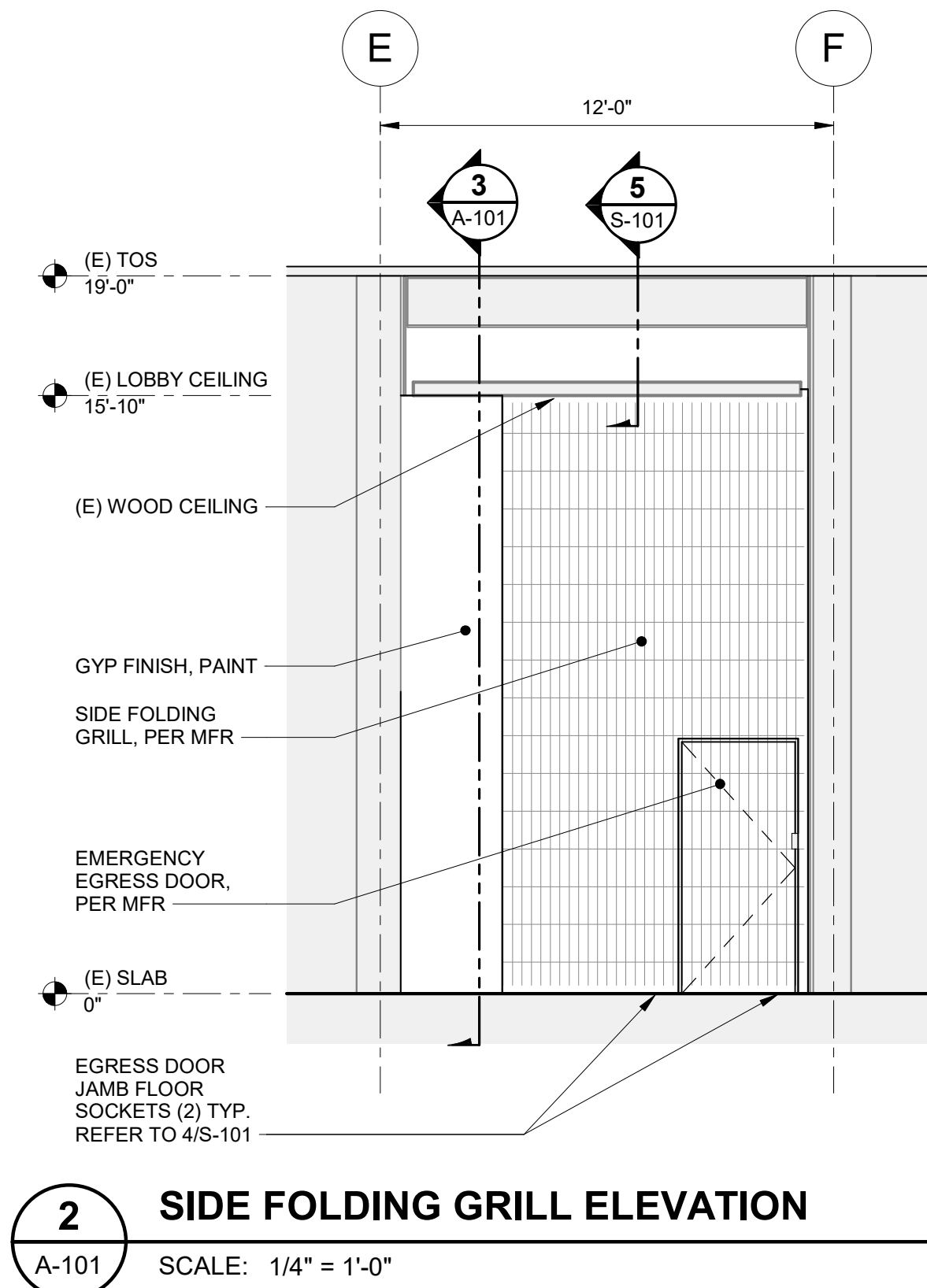
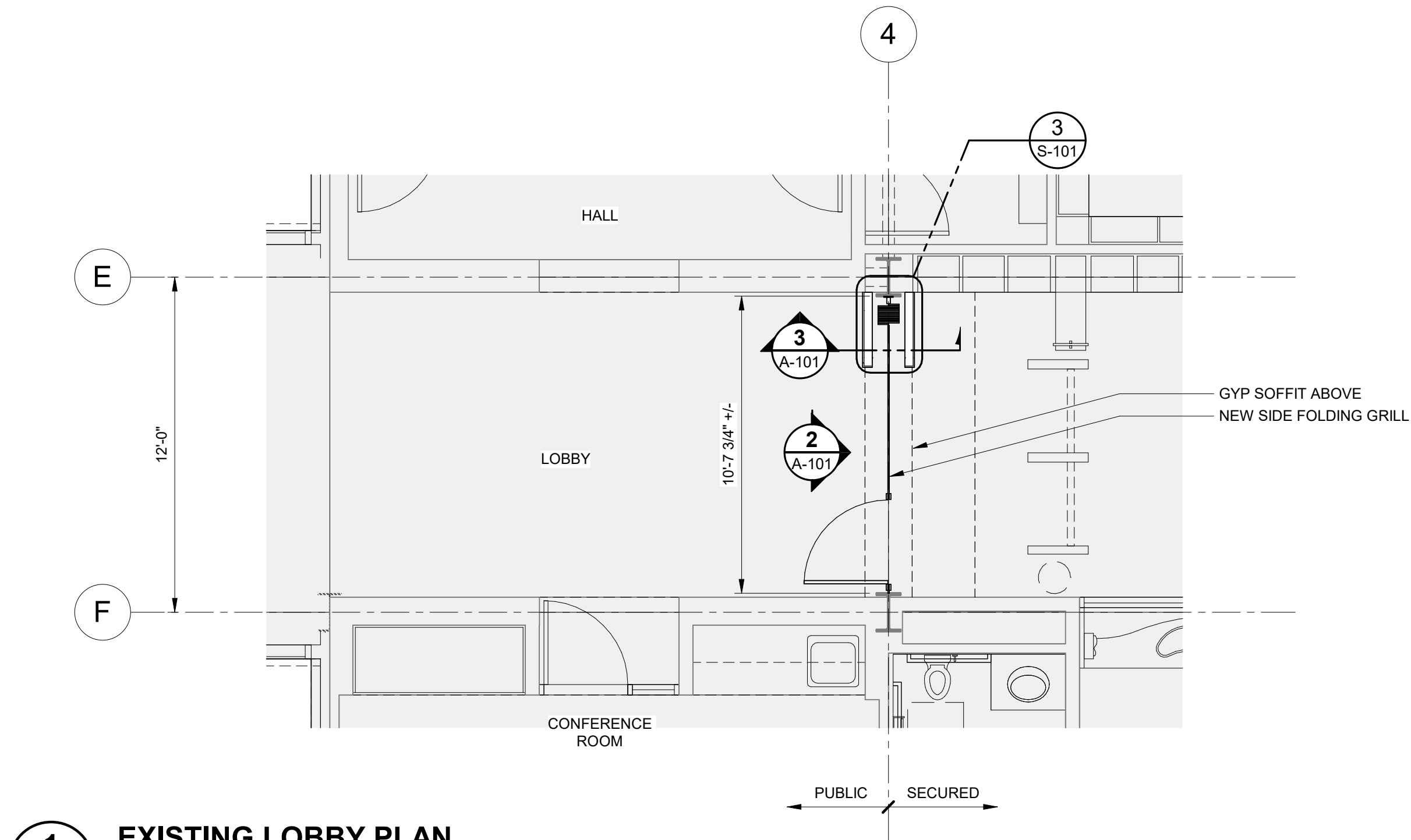
LIFE SAFETY PLAN

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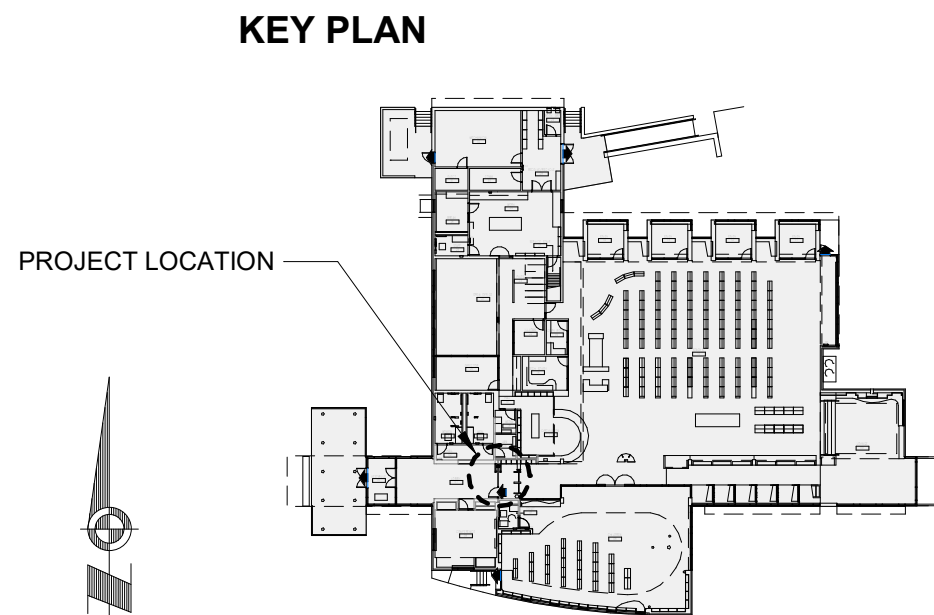
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GENERAL NOTES

- GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE. REPORT DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.
- WHERE DEMOLITION IS REQUIRED FOR NEW CONSTRUCTION REPAIR AREAS IN-KIND WITH MATCHING MATERIALS AND FINISHES (TYPICAL).
- CONTRACTOR TO VERIFY LOCATION OF EXISTING RADIANT IN-FLOOR SLAB TUBING TO AVOID CONFLICT WITH IN-FLOOR SECURITY GRILL ASSEMBLIES, REFER TO FLOOR SOCKET DETAIL 2/A-101 AND 4/S-101
- SECURITY GRILL BASIS OF DESIGN:
 - CORNELLCOOKSON VISTAPANE (MODEL ESC-31) SLOTTED ANODIZED ALUMINUM SIDE FOLDING SECURITY GRILL
 - FIXED AT FOLDING END AND HOOK BOLT LOCKING ON SECURED CLOSURE SIDE
 - 3'-0"x7'-0" EMERGENCY EGRESS FALL AWAY DOOR
- PROVIDE COMPLETE SHOP DRAWINGS OF NEW SECURITY GRILL AND STACKING POCKET FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WORK. COORDINATE ALL WORK WITH EXISTING AND NEW ASSEMBLIES IN ORDER TO ACCOMPLISH THE SCOPE OF WORK HEREIN.



| No. | Date | Item |
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| REVISIONS | | |

CONSULTANT :



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PROJECT :
HOMER LIBRARY SECURITY GRILL

HOMER, ALASKA

SHEET TITLE :
SECURITY GRILL PLAN AND
ELEVATIONS

PERMIT SET

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DATE 02/28/2025

PROJECT No.
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A-101

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STRUCTURAL GENERAL NOTES

1. PERFORM ALL WORK IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE FOLLOWING CODES:
- A. THE INTERNATIONAL BUILDING CODE (IBC) 2021 AND ITS REFERENCED STANDARDS, HEREIN REFERRED TO AS "THE CODE", THE UNIFIED FACILITIES CRITERIA (UFC), SECTIONS 03-04 AND OTHER REGULATORY CRITERIA WHICH HAVE AUTHORITY OVER ANY PORTION OF THE WORK.
2. THIS WORK INVOLVES EXISTING STRUCTURES, PERFORM THE FOLLOWING TASKS PRIOR TO STARTING CONSTRUCTION:
- A. SURVEY AND FIELD VERIFY ALL EXISTING CONDITIONS ASSOCIATED WITH THE WORK.
- B. ALL OMISSIONS OR CONFLICTS BETWEEN ELEMENTS OF THE CONTRACT DOCUMENTS MUST BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER OF RECORD, PRIOR TO PROCEEDING WITH THE RELATED WORK.
3. THE STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. CONSTRUCTION LOADS MUST NOT EXCEED THE DESIGN LIVE LOADS.
4. IF THE STRUCTURAL ENGINEER OF RECORD IS NOT RETAINED BY THE OWNER TO OVERSEE CONSTRUCTION ACTIVITIES, THE STRUCTURAL ENGINEER OF RECORD IS NOT IN RESPONSIBLE CHARGE OF THE CONSTRUCTION PER SECTION 107.3.4 OF THE CODE. CONSTRUCTION ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, REVIEW OF SPECIAL INSPECTION AND STRUCTURAL OBSERVATION REPORTS, REVIEW OF SUBMITTAL DOCUMENTS, AND REVIEW DELEGATED DESIGN SUBMITTALS.

STRUCTURAL DESIGN DATA

1. RISK CATEGORY II
2. SECURITY GRILL:
- A. CORNELL VISTAPANE 36 PLF OR 370 LBS CONCENTRATED
3. SEISMIC LOADS:
- A. SEISMIC IMPORTANCE FACTOR I_e = 1.0
- B. SITE CLASS D - DEFAULT
- C. MAPPED ACCELERATIONS
- a. SHORT-PERIOD S_S = 1.5
- b. 1-SECOND S₁ = 0.603
- D. DESIGN ACCELERATIONS
- a. SHORT-PERIOD S_{DS} = 1.2
- E. COMPONENT AMPLIFICATION FACTOR a = 1.0
- F. RESPONSE MODIFICATION FACTOR R = 2.5
- G. DESIGN BASE SHEAR E_h = 231 LBS
E_v = 102 LBS

STRUCTURAL STEEL NOTES

1. DETAIL, FABRICATE, AND ERECT ALL WORK IN CONFORMANCE WITH CHAPTER 22 OF THE IBC AND ALL REFERENCED STANDARDS.
2. USE STRUCTURAL STEEL CONFORMING TO THE FOLLOWING STANDARDS, UNLESS NOTED OTHERWISE:
- | SHAPE | YIELD STRENGTH | MATERIAL NOTES |
|-----------------------------|----------------|----------------|
| C, L, PLATES, MISCELLANEOUS | 36 KSI | ASTM A36 |
3. BOLT AND ANCHOR ROD REQUIREMENTS:
- A. USE BOLTS, NUTS AND WASHERS CONFORMING TO THE REQUIREMENTS OF ASTM F3125 GRADE A325 OR A490.
4. BOLTED CONNECTION REQUIREMENTS:
- A. USE SIMPLE SHEAR CONNECTIONS WITH A MINIMUM OF TWO HIGH-STRENGTH BOLTS IN BEARING TYPE CONNECTIONS. THREADS MAY BE INCLUDED OR EXCLUDED FROM SHEAR PLANE(S), UNLESS NOTED OTHERWISE.
- B. TIGHTEN ALL BOLTS TO A SNUG-TIGHT CONDITION, SUCH THAT ALL PLIES ARE IN SNUG CONTACT, UNLESS NOTED OTHERWISE
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE CONTROL OF ALL ERECTION PROCEDURES AND SEQUENCE.
6. DO NOT FIELD CUT OR MODIFY STRUCTURAL STEEL MEMBERS FOR THE WORK OF OTHER TRADES WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER OF RECORD.

STRUCTURAL COLD FORMED METAL NOTES


1. ALL COLD FORMED STEEL SHAPES MUST MEET OR EXCEED THE FOLLOWING REQUIREMENTS:
- A. 54 MILS (16 GA) AND THICKER ASTM A446 GRADE D (F_y = 50 KSI)
- B. 43 MILS (18 GA) AND THINNER ASTM A446 GRADE A (F_y = 33 KSI)
2. THE CONTRACTOR MUST PROVIDE ALL ACCESSORIES, NOT SPECIFICALLY DETAILED IN THESE DRAWINGS, IN CONFORMANCE WITH THE MANUFACTURERS RECOMMENDATION.
3. ALL SELF-DRILLING SHEET METAL SCREWS MUST PROTRUDE 1/4" THROUGH THE METAL STUD FRAMING. SCREWS MUST BE INSTALLED AND TIGHTENED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

STRUCTURAL WOOD NOTES


1. PERFORM ALL WORK STRUCTURAL WOOD WORK IN CONFORMANCE WITH CHAPTER 23 OF THE IBC, AND ALL REFERENCED STANDARDS.
2. USE CONVENTIONAL FRAMING MATERIALS MEETING OR EXCEEDING THE FOLLOWING MINIMUM REQUIREMENTS:
- | USE | DIMENSIONS | SPECIES | GRADE | F _b (PSI) |
|--------|------------|----------|-------|----------------------|
| HEADER | 4x10 | DOUG-FIR | No. 2 | 900 |
- A. USE VISUALLY GRADED OR MACHINE STRESS RATED LUMBER IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WEST COAST LUMBER INSPECTION BUREAU (WCLIB) TECHNICAL PUBLICATION NO. 17 OR THE WESTERN WOOD PRODUCTS ASSOCIATION (WWPA) "WESTERN LUMBER GRADING RULES (G5)".
3. USE CONNECTION HARDWARE MEETING THE FOLLOWING REQUIREMENTS, UNLESS NOTED OTHERWISE ON PLANS:
- A. USE BOLTS CONFORMING TO ASTM A307 WITH STANDARD WASHERS UNDER ALL BOLT HEADS AND NUTS CONTACTING WOOD.
- B. USE COMMON WIRE NAILS OF SIZES NOTED ON DRAWINGS. IF ALTERNATIVE FASTENERS ARE DESIRED, THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A SCHEDULE OF SUBSTITUTIONS, SHOWING EQUIVALENT FASTENER STRENGTHS.
4. DO NOT FIELD CUT STRUCTURAL WOOD MEMBERS FOR THE WORK OF OTHER TRADES WITHOUT THE PRIOR REVIEW OF THE ENGINEER.
5. DO NOT USE WOOD TREATMENTS OR PRESERVATIVES WITHOUT SUBMITTAL AND REVIEW BY THE ENGINEER OF RECORD.

| No. | Date | Item |
|-----------|------|------|
| REVISIONS | | |

CONSULTANT :



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PROJECT :

HOMER LIBRARY SECURITY GRILL

HOMER, ALASKA

SHEET TITLE :

GENERAL NOTES

PERMIT SET

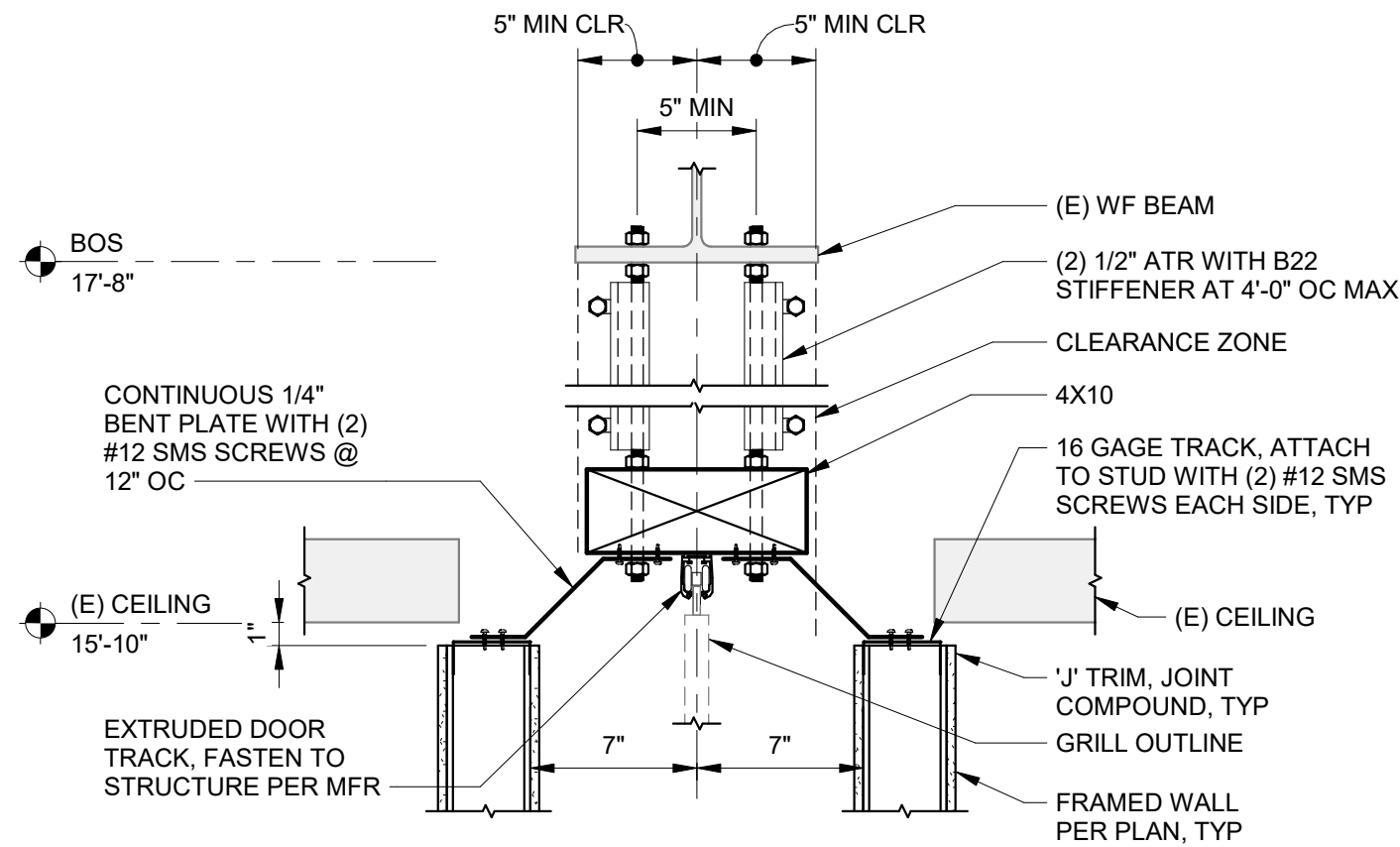
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PROJECT No.
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SHEET NUMBER

S-001

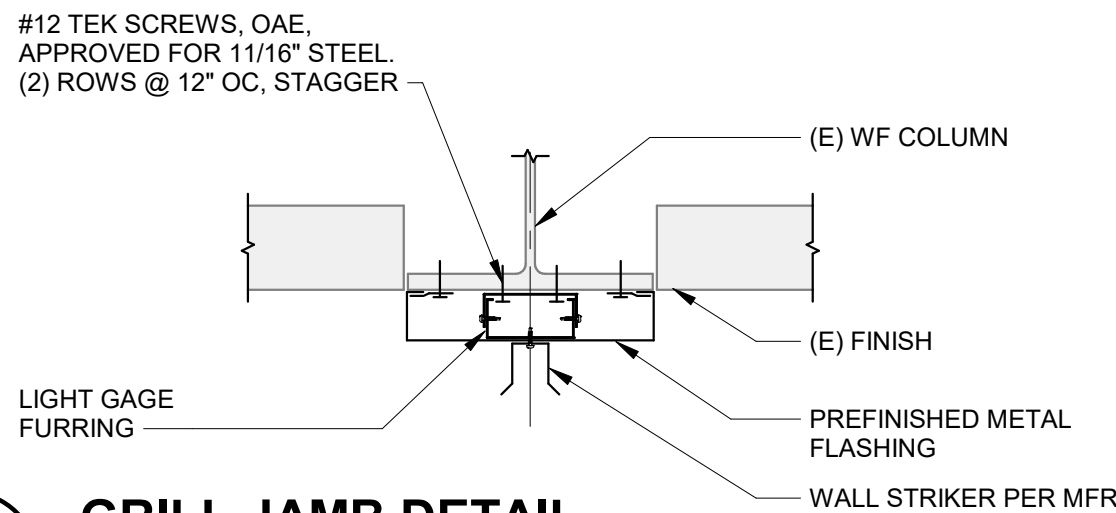
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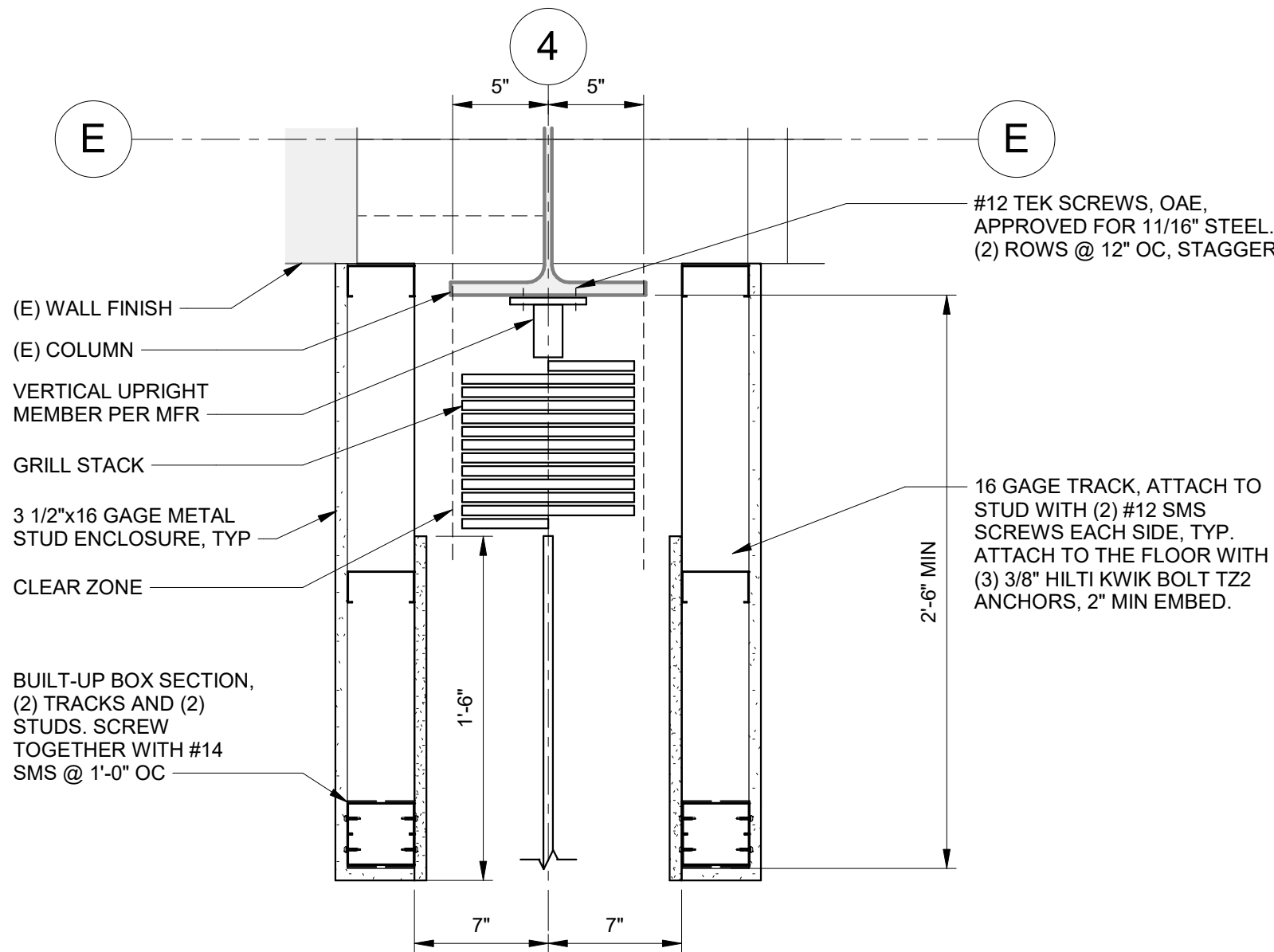
1 GRILL HEAD DETAIL @ WALL

S-101 SCALE: 1 1/2" = 1'-0"



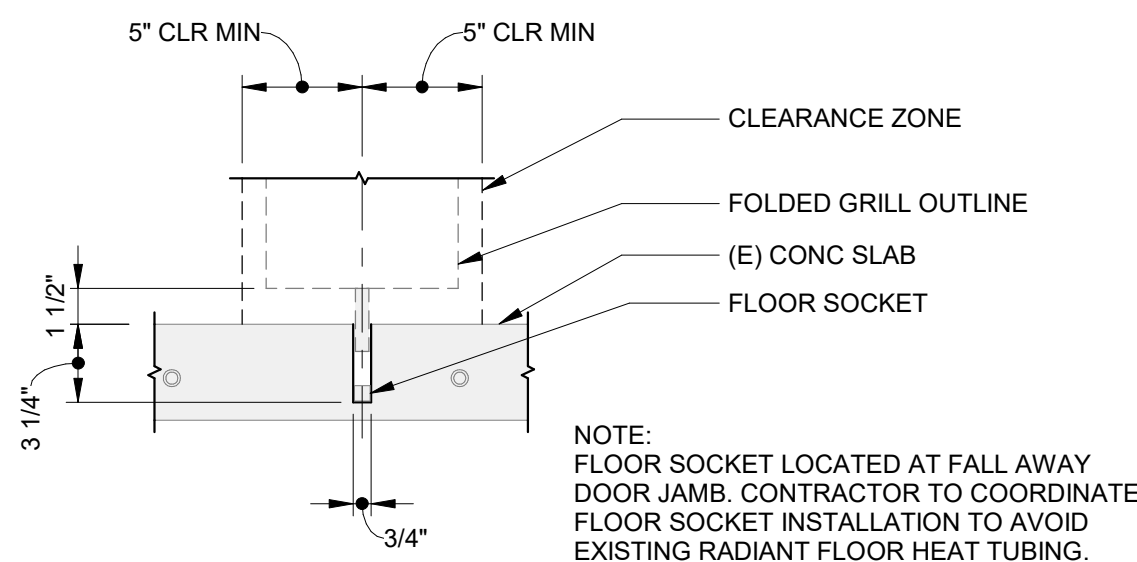
2 GRILL JAMB DETAIL

S-101 SCALE: 1 1/2" = 1'-0"



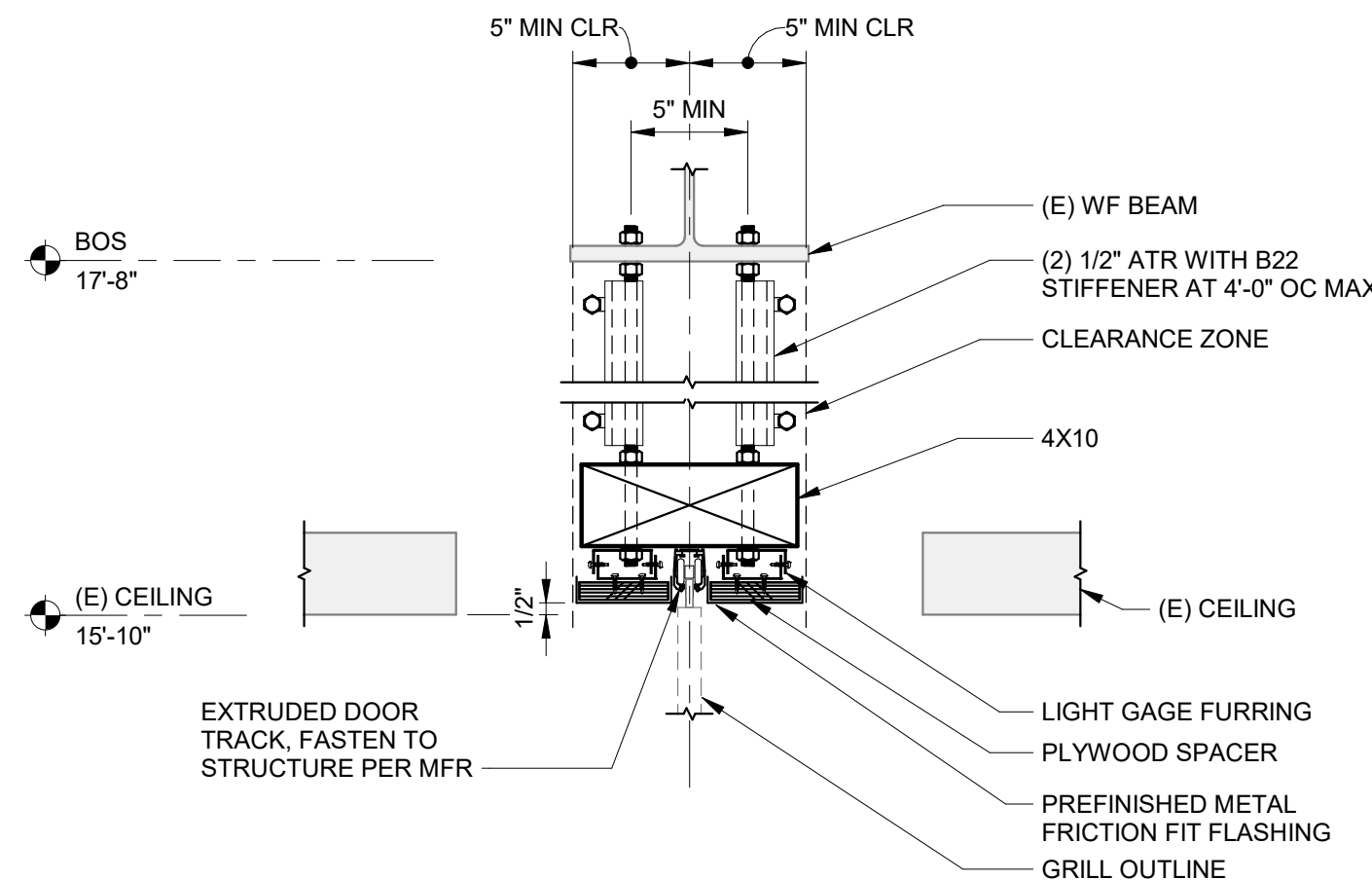
3 GRILL JAMB DETAIL

S-101 SCALE: 1 1/2" = 1'-0"



4 INTERMEDIATE FLOOR SOCKET DETAIL

S-101 SCALE: 1 1/2" = 1'-0"



5 GRILL HEAD DETAIL

S-101 SCALE: 1 1/2" = 1'-0"

| No. | Date | Item |
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PROJECT :
HOMER LIBRARY SECURITY GRILL

HOMER, ALASKA

SHEET TITLE :
STRUCTURAL DETAILS

PERMIT SET

| | |
|---------|------------|
| DESIGN | TJB |
| DRAWN | CFK |
| CHECKED | JEH |
| DATE | 02/28/2025 |

PROJECT No.
10306.24019
SHEET NUMBER

S-101

Plan Review Approval Letter & Certificate

Grantor: State of Alaska, Department of Public Safety, Division of Fire & Life Safety

Grantee: HOMER CITY OF

Recording District:

Legal Description:

State of Alaska
Office of the State Fire Marshal
Plan Review

This is to certify that the plans for this building were reviewed by the *State Fire Marshal* on 5/29/2025 for conformance with AS 18.70.010 -- 100; 13 AAC 50.027.

This certificate shall be posted in a conspicuous place on the premises named Homer Public Library (New Location Hazel Ave) and shall remain posted until construction is completed.

NOTICE: Any changes or modifications to the approved plans **must** be resubmitted for review by the *State Fire Marshal*.

Plan Review #: 2025ANCH0261

By: 

Authority: AS 18.70.080
Form: 12-741
(6/01) **Renovation**

Jarrett Zuspan
Building Plans Examiner I



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Public Safety

DIVISION OF FIRE AND LIFE SAFETY

Plan Review Bureau – Anchorage

5700 East Tudor Road

Anchorage, Alaska 99705-1225

Main: 907.269.2004

Fax: 907.269.0098

06/04/2025

Return to Applicant: Leon Galbraith
3575 Heath St.
Homer, AK 99603

SUBJECT: Homer Public Library (New Location Hazel Ave) - Renovation
ADDRESS: 500 Hazel Avenue
CITY: Homer
PLAN REVIEW: 2025ANCH0261
TYPE OF CONSTRUCTION: V-B
OCCUPANCY: B Business
ADDITIONAL OCCUPANCY: A-3 Assembly, churches, community halls, gyms
2021 INTERNATIONAL BUILDING AND FIRE CODE

Dear Leon Galbraith:

Plans for the Renovation have been reviewed by this office for conformity with the State Fire Safety Regulations and are hereby approved. Enclosed is a certificate of approval that must be posted on the premises until completion of the above project.

It is prohibited to occupy this building until construction is completed, and if applicable, the Automatic Fire System(s) is installed, tested, and certified as operable. Any changes to the approved plans must be submitted to this office for review and approval.

Approval of submitted plans is not approval of omissions or oversights by this office or noncompliance with any applicable regulations of the Municipal Government. The plans have not been reviewed for compliance with the federal Americans with Disabilities Act or structural requirements.

It must be understood that the inclusion of and compliance with State Fire Safety Regulations does not preclude the necessity of compliance with the requirements of local codes and ordinances.

If we can be of further assistance in this matter, please feel free to contact us at the address above.

Approved By:
Jarrett Zuspan
Building Plans Examiner I
jarrett.zuspan@alaska.gov

Enclosure: Approval Certificate

Side-Folding Grille Gates

Side-folding grilles provide a convenient and smooth operation for many businesses. These **interior sliding security gates** move to each side to open rather than raise and lower. They provide excellent protection while maintaining high visibility and ventilation.

The Cornell lineup of side-folding doors includes:

- **VistaPane™**: VistaPane **sports a unique design** with solid, perforated, slotted, or transparent panels. Choose from panel materials like aluminum, tempered glass, steel, or Lexan. Vistapane offers pocket-door style retraction as an option.
- **VisionGlide™**: The lightweight VisionGlide is ideal for curved tracks and spaces with less structural support. Select from **an attractive aluminum finish** with a straight or brick pattern design.
- **GlideGard™**: **This side-folding grille offers high security** with many customization options to increase visual appeal. Add clear anodized rods or other style features to boost its look.

VISTAPANE™ SIDE FOLDING GRILLES

Side Folding Grilles

Model Number: ESC31

Side Folding Security Grilles

VistaPane™ Side Folding Closures can provide a range of benefits – from the visibility and airflow of an open-design grille to the maximum security offered by a solid pane. We offer five different panel options to meet your varied needs.

Features:

- Clear anodized truss panels and posts
- Custom wet paint available, consult factory
- Hook bolt locking with cylinders both sides standard, **other locking optional**
- Emergency egress option – Bi-part or full 3' x 7' egress door within the curtain
- 14" radius 90°, 120°, 135° and 150° curves standard

VistaPane™ Side-Folding Security Grilles

VistaPane™ side-folding security grilles deliver a high level of security while maintaining excellent visibility and airflow. These folding security grilles feature a paneled design with multiple styles available to match your preferences, including solid, slotted, perforated, and transparent panels made from aluminum, steel, tempered glass, or shatter-resistant Lexan. VistaPane™ side-folding security grilles come with several customization options, including a heavy-duty steel pocket door for concealment when stored.

Sizes

| Curtain Type | Maximum Height | Lbs. Per Sq. Ft. |
|----------------------|----------------|------------------|
| Perforated VistaPane | 14' 0" | 2.0 |
| Slotted VistaPane | 20' 0" | 2.2 |
| Lexan VistaPane | 14' 0" | 2.25 |
| Glass VistaPane | 12' 0" | 2.5 |
| Solid VistaPane | 20' 0" | 2.25 |

Slotted Panels

This design features aluminum panels with slots that provide a high level security with visual access and air flow. Interlocking components prevent forced entry. Aluminum panels are lighter than glass inserts, which require less bulkhead support and make it easier to operate. This panel type is excellent for storefront applications.

Slotted VistaPane™

- 13 gauge fully anodized slotted aluminum panels
- 1 1/4" x 1/4" oblong slots
- Extruded insert fits into framing hinge extrusion for superior security
- Maximum height: 20' 0"
- Airflow through closure: 20%
- Airflow through panel: 30%

Grille Single Slide or Bi Parting Construction

This side folding grille can be designed to close at the center of the room in divided sections or extend fully from one wall to the other.

Pocket Door

Available for side closing products up to 12 feet high, this heavy duty 12 gauge steel pocket door and frame assembly neatly closes off the pocket area of a stored partition.

Side Folding Closure: VistaPane™ Model ESC-31

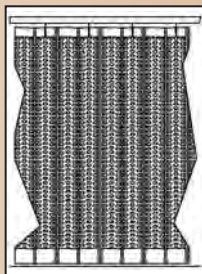
VistaPane™ Standard Features:

- Clear Anodized Truss Panels and Posts
- Color Anodizing, Custom Paint - consult factory
- Hook bolt locking with cylinders both sides standard, other locking optional

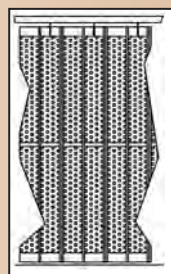
- Emergency Egress Option- Bi-part or full 3' x 7' egress door within the curtain
- 14" radius 90 and 135° curves standard, others optional
- See back for additional Design Construction Details.



Optional Emergency Egress Door Shown



ESC-31 VistaPane™
Slotted Aluminum



ESC-31 VistaPane™
Perforated Steel

Slotted and Perforated Panels:

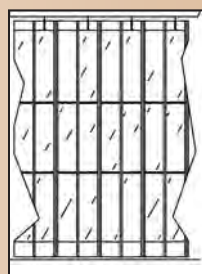
Perforated with a pattern of slots that provides high level security with visual access and air flow. Interlocking components prevent forced entry. Lighter than glass inserts; requiring less bulkhead support and easy to operate. Excellent for storefront applications.

■ VistaPane™ Slotted

- 13 Gauge Fully Anodized Slotted Aluminum Panels
- 1 1/4" x 1/4" oblong slots
- Extruded insert fits into framing hinge extrusion for superior security
- Maximum Height: 20' 0"
- Airflow Through Closure: 20%
- Airflow Through Panel: 30%

■ VistaPane™ Perforated

- 3/16" Perforated 18 Gauge Steel Panels
- Maximum Height: 14' 0"
- Airflow Through Closure: 39%
- Airflow Through Panel: 47%



ESC-31 VistaPane™
Glass or Lexan

Glass and Lexan Panels:

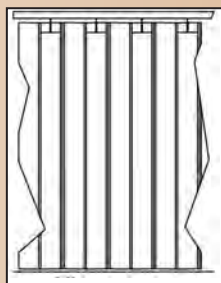
Clear, shatterproof Lexan® or tempered glass inserts allow unobstructed views while providing solid security and blocking refuse, odor and smoke.

■ VistaPane™ Lexan

- 1/8" Thick Lexan Panels
- Maximum Height: 14' 0"

■ VistaPane™ Glass

- Clear Tempered Glass Panels
- Maximum Height: 12' 0"



ESC-31 VistaPane™
Solid

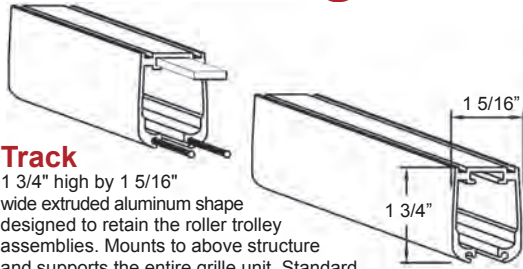
Solid Panels:

Full height aluminum panels and heavy gauge dedicated extrusions deny visual access and provide solid security.

■ VistaPane™ Solid

- 13 Gauge Clear Anodized Solid Aluminum Panels
- Maximum Height: 20' 0"

Side Folding Grille Details

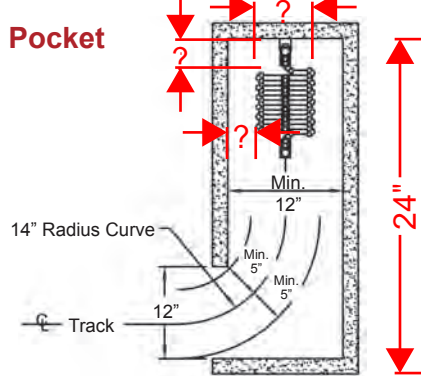


Track

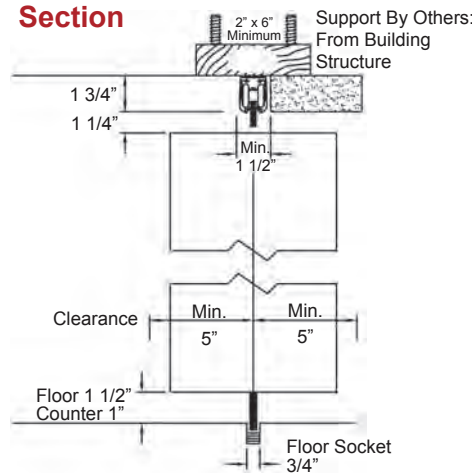
1 3/4" high by 1 5/16" wide extruded aluminum shape designed to retain the roller trolley assemblies. Mounts to above structure and supports the entire grille unit. Standard curves are 90 or 135 degree with a 14" radius. Custom angle and radius curves are available.

Standard Material & Finish: clear anodized aluminum

Pocket



Section



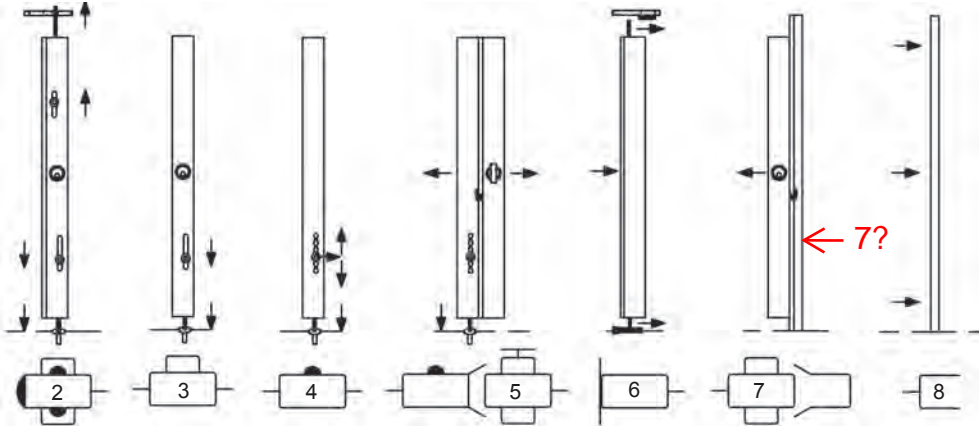
Minimum Stacking

1.05" per Foot of Opening + 3.5" per post, or Approximately 2" per Foot of Opening

12' opening x 2" = 24" pocket

Vertical Upright Members

2 3/8" x 1 5/16" tubular extruded aluminum sections



Top & Bottom Locking End or Intermediate

Located at the beginning of a curtain or curtain section, these members contain a top and bottom drop bolt lock for engagement at the floor and ceiling.

Bottom Locking Intermediate: Cylinder Control Spring Knob

Located throughout the curtain so that any open section does not exceed 13'. These members have a drop bolt lock for engagement at the floor.

Bi-Part

Located at all curtain bi-part sections, these members have an attached strike channel for matching up with a lead member and a drop bolt lock for engagement at the floor.

Floating End

With an attached full height protection plate and located within a stack pocket, these members float from the back to a set minimum projection in the pocket being stopped by track and floor mounted stoppers.

Hookbolt and Wall Striker

These members join a wall or member mounted strike channel and contain a hook bolt lock that engages the strike channel.

Fixed End

Normally used on grilles with exposed stacking, these members are set up with a full height wall mounting plate or angle for direct attachment to the wall.

Design Construction Details

- Minimal headroom required - A 1 3/4" high by 1 5/16" wide track mounts to overhead structure to support the unit.
- No floor track is required.
- Maximum recommended width of a single unit section is 30' 0" (before using a bi-parting unit).
- Maximum intermediate member spacing is 13' for full height units, 7' for countertop units.
- Operation is manual push / pull only.
- Minimum height for all units is 2' 0", minimum width for all units is 4' 0".
- Maximum height: see below.

The grille support should be designed to carry the weight of a fully stacked door at any point along its length. See below.

| | Maximum Height | Lbs. Per Sq. Ft. |
|----------------------|----------------|------------------|
| VisionGlide | 12' 0" | 0.8 |
| GlideGard | 14' 0" | 1.5 |
| VistaPane Perforated | 14' 0" | 2.0 |
| VistaPane Slotted | 20' 0" | 2.2 |
| VistaPane Lexan | 14' 0" | 2.25 |
| VistaPane Glass | 12' 0" | 2.5 |
| VistaPane Solid | 20' 0" | 2.25 |

Special Feature Options

- Pocket Door - Available option for side folding grilles to neatly finish off pocket openings. Both the pocket door and frame are made of heavy duty 12 gauge steel that is coated with a baked-on polyester powder coat finish. Available up to 12' in height and fit pocket openings from 10" to 24" wide.



- Multiple Height Units - Available for openings that have a full height and a countertop area. This is accommodated with a bi-part unit or with a single pocket unit when the pocket is located at the full height side of the opening.



Optional Finishes

For standard clear anodized components:

- Color Anodized: medium bronze, dark bronze or champagne
- Custom Wet Paint: consult factory

CORNELL
Innovative door solutions®

An ISO 9001:2008 Registered Company

Crestwood Industrial Park • Mountaintop, PA 18707 • TEL 800.233.8366 • FAX 800.526.0841

Architect & Design Support Dept.: Ext. 4551 • Email: ADS@cornelliron.com

Website: www.cornelliron.com



Printed with Pride in the USA
50% Recycled Paper

100% DESIGN SUBMITTAL
CONSTRUCTION COST ESTIMATE

HOMER LIBRARY SECURITY GRILLE
HOMER, ALASKA

PREPARED FOR:

RESPEC
2700 Gambell Street, Suite 500
Anchorage, Alaska 99503

February 25, 2025



NOTES REGARDING THE PREPARATION OF THIS ESTIMATE

DRAWINGS AND DOCUMENTS

Level of Documents: (5) 100% design documents
Date: February 7, 2025
Provided By: RESPEC of Anchorage, Alaska

RATES

Pricing is based on current material, equipment and freight costs.

Labor Rates: A.S. Title 36 working 60 hours per week
Premium Time: 16.70%
Subcontractor's Mark-Up: 35.00%

BIDDING ASSUMPTIONS

Contract: Standard construction contract without restrictive bidding clauses
Bidding Situation: Competitive bids assumed
Bid Date: May 2025
Start of Construction: Summer 2025

EXCLUDED COSTS

1. A/E design fees
2. Administrative and management costs
3. Furniture, furnishings and equipment (except those specifically included)
4. Remediation of contaminated soils or abatement of any hazardous materials, if found during construction
5. Sales tax, unless otherwise noted

NOTES REGARDING THE PREPARATION OF THIS ESTIMATE (Continued)

GENERAL

When included in HMS Inc.'s scope of services, opinions or estimates of probable construction costs are prepared on the basis of HMS Inc.'s experience and qualifications and represent HMS Inc.'s judgment as a professional generally familiar with the industry. However, since HMS Inc. has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, HMS Inc. cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from HMS Inc.'s opinions or estimates of probable construction cost.

This estimate assumes continued normal escalation based on the current economic climate. HMS Inc. will continue to monitor this, as well as other international, domestic and local events, and the resulting construction climate, and will adjust costs and contingencies as deemed appropriate.

HMS Project No.: 24135

GENERAL COST SUMMARY

| <i>Total</i> | |
|--------------|-----------|
| BASE BID | \$ 36,501 |
| OPTION 1 | 881 |
| | |

HMS Project No.: 24135

100% DESIGN COST SUMMARY

| | <i>Material</i> | <i>Labor</i> | <i>Total</i> |
|--|------------------------|-----------------|------------------|
| 01 - SITE WORK | \$ 356 | \$ 752 | \$ 1,108 |
| 02 - SUBSTRUCTURE | 0 | 0 | 0 |
| 03 - SUPERSTRUCTURE | 0 | 0 | 0 |
| 04 - EXTERIOR CLOSURE | 0 | 0 | 0 |
| 05 - ROOF SYSTEMS | 0 | 0 | 0 |
| 06 - INTERIOR CONSTRUCTION | 31,336 | 1,975 | 33,311 |
| 07 - CONVEYING SYSTEMS | 0 | 0 | 0 |
| 08 - MECHANICAL | 0 | 0 | 0 |
| 09 - ELECTRICAL | 0 | 0 | 0 |
| 10 - EQUIPMENT | 0 | 0 | 0 |
| 11 - SPECIAL CONSTRUCTION | 0 | 0 | 0 |
| <i>SUBTOTAL:</i> | <i>\$ 31,692</i> | <i>\$ 2,727</i> | <i>\$ 34,419</i> |
| 12 - GENERAL REQUIREMENTS | Included in Door Quote | | |
| <i>SUBTOTAL:</i> | | | <i>\$ 34,419</i> |
| 13 - CONTINGENCIES | | | |
| Design Unknowns | 5.00% | | 1,721 |
| Escalation to May 2025 at 4% per Annum (3 Months) | 1.00% | | 361 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | \$ 36,501 |

HMS Project No.: 24135

ELEMENTAL SUMMARY

| <i>Element</i> | <i>Material</i> | <i>Labor</i> | <i>Total Material/Labor</i> | <i>Total Cost</i> |
|-----------------------------------|-----------------|--------------|---------------------------------|-------------------|
| 01 - SITE WORK | | | | \$ 1,108 |
| 011 - Hazmat Abatement | \$ 0 | \$ 0 | \$ 0 | |
| 012 - Site Preparation | 356 | 752 | 1,108 | |
| 013 - Site Improvements | 0 | 0 | 0 | |
| 014 - Site Mechanical | 0 | 0 | 0 | |
| 015 - Site Electrical | 0 | 0 | 0 | |
| 02 - SUBSTRUCTURE | | | | \$ 0 |
| 021 - Standard Foundations | \$ 0 | \$ 0 | \$ 0 | |
| 022 - Slab on Grade | 0 | 0 | 0 | |
| 023 - Basement | 0 | 0 | 0 | |
| 024 - Special Foundations | 0 | 0 | 0 | |
| 03 - SUPERSTRUCTURE | | | | \$ 0 |
| 031 - Floor Construction | \$ 0 | \$ 0 | \$ 0 | |
| 032 - Roof Construction | 0 | 0 | 0 | |
| 033 - Stair Construction | 0 | 0 | 0 | |
| 04 - EXTERIOR CLOSURE | | | | \$ 0 |
| 041 - Exterior Walls | \$ 0 | \$ 0 | \$ 0 | |
| 042 - Exterior Doors and Windows | 0 | 0 | 0 | |
| 05 - ROOF SYSTEMS | | | | \$ 0 |
| 051 - Roofing | \$ 0 | \$ 0 | \$ 0 | |
| 052 - Skylights | 0 | 0 | 0 | |
| 06 - INTERIOR CONSTRUCTION | | | | \$ 33,311 |
| 061 - Partitions and Doors | \$ 30,961 | \$ 417 | \$ 31,378 | |
| 062 - Interior Finishes | 375 | 1,558 | 1,933 | |
| 063 - Specialties | 0 | 0 | 0 | |
| 07 - CONVEYING SYSTEMS | \$ 0 | \$ 0 | | \$ 0 |

HMS Project No.: 24135

ELEMENTAL SUMMARY

| <i>Element</i> | <i>Material</i> | <i>Labor</i> | <i>Total Material/Labor</i> | <i>Total Cost</i> |
|-----------------------------------|------------------|-----------------|---------------------------------|-------------------|
| 08 - MECHANICAL | | | | \$ 0 |
| 081 - Demolition | \$ 0 | \$ 0 | \$ 0 | |
| 082 - Plumbing | 0 | 0 | 0 | |
| 083 - HVAC | 0 | 0 | 0 | |
| 084 - Fire Protection | 0 | 0 | 0 | |
| 085 - Special Mechanical Systems | 0 | 0 | 0 | |
| 09 - ELECTRICAL | | | | \$ 0 |
| 091 - Demolition | \$ 0 | \$ 0 | \$ 0 | |
| 092 - Service and Distribution | 0 | 0 | 0 | |
| 093 - Lighting and Power | 0 | 0 | 0 | |
| 094 - Special Electrical Systems | 0 | 0 | 0 | |
| 10 - EQUIPMENT | | | | \$ 0 |
| 101 - Fixed and Movable Equipment | \$ 0 | \$ 0 | \$ 0 | |
| 102 - Furnishings | 0 | 0 | 0 | |
| 11 - SPECIAL CONSTRUCTION | \$ 0 | \$ 0 | | \$ 0 |
| SUBTOTAL DIRECT WORK: | \$ 31,692 | \$ 2,727 | | \$ 34,419 |

HMS Project No.: 24135

| 01 - SITE WORK 012 - Site Preparation | QUANTITY | UNIT | MATERIAL | | LABOR | | TOTAL | TOTAL |
|--|----------|------|----------|-------|-------|-------|-----------|----------------|
| | | | RATE | TOTAL | RATE | TOTAL | UNIT RATE | MATERIAL/LABOR |
| | | | \$ | \$ | \$ | \$ | \$ | \$ |

DEMOLITION

| | | | | | | | | |
|---------------------------|--------|----|------|--------|------|--------|------|----------|
| Demolish wall finish | 32 | SF | 0.20 | 6 | 4.50 | 144 | 4.70 | 150 |
| Protect existing finishes | 1,000 | SF | 0.35 | 350 | 0.50 | 500 | 0.85 | 850 |
| SUBTOTAL: | | | | \$ 356 | | \$ 644 | | \$ 1,000 |
| Labor Premium Time | 16.70% | | | | | 108 | | 108 |

| | | | | | | | | |
|-----------------------|--|--|--|--------|--|--------|--|----------|
| TOTAL ESTIMATED COST: | | | | \$ 356 | | \$ 752 | | \$ 1,108 |
|-----------------------|--|--|--|--------|--|--------|--|----------|

HOMER LIBRARY SECURITY GRILLE
HOMER, ALASKA
100% DESIGN SUBMITTAL CONSTRUCTION COST ESTIMATE

PAGE 9

DATE: 2/25/2025

HMS Project No.: 24135

| 06 - INTERIOR CONSTRUCTION 061 - Partitions and Doors | QUANTITY | UNIT | MATERIAL | | LABOR | | TOTAL | TOTAL |
|--|----------|------|----------|-----------|-------|--------|-----------|----------------|
| | | | RATE | TOTAL | RATE | TOTAL | UNIT RATE | MATERIAL/LABOR |
| | | | \$ | \$ | \$ | \$ | \$ | \$ |
| 3 1/2" metal stud partitions | 75 | SF | 1.42 | 107 | 1.90 | 143 | 3.32 | 250 |
| 3"x10" header with associated hardware | 11 | LF | 7.00 | 77 | 8.00 | 88 | 15.00 | 165 |
| 1/2" all thread with stiffener | 6 | EA | 21.00 | 126 | 21.00 | 126 | 42.00 | 252 |
| 10'9"x15'10" horizontal side folding grille (quote per Hunter at Door Systems of Alaska, 907-931-9500) | 1 | EA | 30651.00 | 30,651 | | | 30651.00 | 30,651 |
| SUBTOTAL: | | | | \$ 30,961 | | \$ 357 | | \$ 31,318 |
| Labor Premium Time | 16.70% | | | | | 60 | | 60 |
| TOTAL ESTIMATED COST: | | | | \$ 30,961 | | \$ 417 | | \$ 31,378 |

HMS Project No.: 24135

| 06 - INTERIOR CONSTRUCTION 062 - Interior Finishes | QUANTITY | UNIT | MATERIAL | | LABOR | | TOTAL | TOTAL |
|---|----------|------|----------|--------|-------|----------|-----------|----------------|
| | | | RATE | TOTAL | RATE | TOTAL | UNIT RATE | MATERIAL/LABOR |
| | | | \$ | \$ | \$ | \$ | \$ | \$ |
| 5/8" Type X gypboard | 150 | SF | 1.10 | 165 | 1.70 | 255 | 2.80 | 420 |
| Paint gypboard (allowance) | 600 | SF | 0.35 | 210 | 1.80 | 1,080 | 2.15 | 1,290 |
| SUBTOTAL: | | | | \$ 375 | | \$ 1,335 | | \$ 1,710 |
| Labor Premium Time | 16.70% | | | | | 223 | | 223 |
| TOTAL ESTIMATED COST: | | | | \$ 375 | | \$ 1,558 | | \$ 1,933 |

HMS Project No.: 24135

| OPTION 1 | QUANTITY | UNIT | MATERIAL | | LABOR | | TOTAL | TOTAL |
|------------------------|----------|------|----------|--------|-------|--------|-----------|----------------|
| | | | RATE | TOTAL | RATE | TOTAL | UNIT RATE | MATERIAL/LABOR |
| | | | \$ | \$ | \$ | \$ | \$ | \$ |
| Anodized grille finish | 1 | EA | 881.00 | 881 | | | 881.00 | 881 |
| SUBTOTAL: | | | | \$ 881 | | \$ 881 | | |
| Labor Premium Time | 16.70% | | | | | | | |
| TOTAL ESTIMATED COST: | | | | \$ 881 | | \$ 881 | | |

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Library Director

RESOLUTION 25-064

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AUTHORIZING THE STAFF OF THE HOMER PUBLIC LIBRARY TO
APPLY FOR GRANTS FOR THE PURPOSE OF FUNDING THE
PURCHASE AND INSTALLATION OF THE LIBRARY SECURITY
GRILLE.

WHEREAS, The design process for the current Homer Public Library building
contemplated installing a security grille in the front entryway, which could be closed to
separate the meeting room and restrooms from the main floor; and

WHEREAS, Such a grille would enhance the usability of the library meeting room by
making it easier for community groups to gather outside of library hours; and

WHEREAS, The experience of many other libraries, including those in Big Lake, Palmer,
Seward, Soldotna and Unalaska, has shown that community groups take enthusiastic
advantage of extended meeting hours and treat the facilities with care and consideration; and

WHEREAS, The Homer City Council previously authorized \$30,000 for this project
through Ord. 24-24(A), and all necessary design and permitting work is now complete, but
further funding will be needed to finish installation; and

WHEREAS, City staff suggest pursuing grant funding in the amount of \$25,000 to carry
the project through to completion.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
authorizes City staff to pursue grant funding for installation of a security grille at the Homer
Public Library.

PASSED AND ADOPTED by the Homer City Council this 23rd day of June, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

45 ATTEST:

46

47

48

49 _____
RENEE KRAUSE, MMC, CITY CLERK



MEMORANDUM

Resolution 25-065, A Resolution of the City Council of Homer, Alaska Approving Entering into a Cooperative Participation Agreement with the Alaska Public Risk Alliance and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Finance Director.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: June 18, 2025
From: Melissa Jacobsen, City Manager

The City has been a long time member of the Alaska Municipal League Joint Insurance Association (AMLJIA), who has provided our insurance services for many years. In December 2022 AMLJIA and the Alaska Public Entity Insurance (APEI) Boards began investigating consolidation in an effort to work together to provide insurance services to municipalities and school boards. The consolidation was approved by members of both providers and is now the Alaska Public Risk Alliance (APRA).

Part of the transition from AMLJIA to APRA is for current members of AMLJIA and APEI to sign APRA Cooperative Participation Agreement, and upon adoption of Resolution 25-065, we will proceed with the agreement and transitioning coverage to APRA.

RECOMMENDATION: Adopt Resolution 25-065

ATTACHMENTS:

- APRA Cooperative Participation Agreement
- APRA Bylaws



COOPERATIVE PARTICIPATION AGREEMENT

July 1, 2025

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COOPERATIVE PARTICIPATION AGREEMENT

Preamble

THIS AGREEMENT is made and entered into in the State of Alaska by and among those municipalities and their public corporations, city and borough school districts, and regional education attendance areas organized and existing under the Constitution or laws of the State of Alaska, which have signed this Agreement. Parties signing this Agreement are collectively referred to in this Agreement as “Members” and individually as “Member.”

WHEREAS, AS 21.76.010 provides that two or more local governmental entities may enter into Cooperative Agreements for the purpose of establishing joint insurance arrangements; and

WHEREAS, each of the parties to this Agreement desires to join with the other parties to form a Joint Insurance Arrangement (JIA) for the purpose of pooling self-insured losses and administrative services, and jointly purchasing excess insurance, reinsurance, or other loss funding mechanisms; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions

The following definitions will apply to the provisions of the Agreement:

- **“Administrator”** means the person appointed by the Board of Directors, or as otherwise provided in the Bylaws, to serve as chief executive officer of the Alliance.
- **“Alliance”** means Alaska Public Risk Alliance, a joint insurance arrangement and a nonprofit corporation organized under the laws of the State of Alaska.
- **“Board of Directors”** or “Board” means the governing body of the Alliance.
- **“Bylaws”** means those bylaws of the Alliance that are adopted by the Alliance’s Board of Directors, and as duly amended thereafter. The bylaws, including without limitation all definitions they contain, are incorporated into this Agreement by this reference.

- **"Claim"** means a demand made against the Alliance arising out of an occurrence that is within the scope of coverage of the Alliance's joint insurance arrangement as developed by the Board.
- **"Claim Reserves"** means the total funds set aside for the purpose of adjusting and paying members' claims, which have been certified as adequate by a Casualty Actuary who is a member of the American Academy of Actuaries.
- **"Economic Capital"** means the amount of funds required to support pool operations and protect the Alliance from such events as unexpectedly high losses or poor investment performance.
- **"Fiscal Year"** means that period of twelve months that is established as the fiscal year of the Alliance.
- **"Insurance"** means and includes self-insurance through a funded program and/or any commercial insurance contract. This joint insurance arrangement will not be considered insurance for any other purpose, pursuant to AS 21.76.020(a).
- **"Joint Insurance Fund"** has the meaning ascribed to that term in AS 21.76.900.
- **"Reinsurance" or "Excess Insurance"** means insurance coverage purchased by the Alliance to protect the funds of the Alliance against catastrophes or an unusual frequency of losses during a single year.
- **"Unallocated Capital"** means funds held by the Alliance in amounts greater than the amounts required for Claim Reserves and Economic Capital.

2. Purposes

This Agreement is entered into by the Members to provide comprehensive and effective coverage and risk management services, as authorized by AS 21.76, with the objective of reducing the amount and frequency of Members' losses and decreasing the cost of claims incurred by Members.

As provided by Section 21.76 of the Alaska Statutes, pooling of losses in this program is not considered insurance.

3. Parties to Agreement

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories to this Agreement as well as other parties that may later be added to and become signatories of this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement will not affect this Agreement or such party's intent as described above with the other parties to the Agreement then remaining. A roster of parties to the Agreement is available on request.

4. Term of Agreement

This Agreement will become effective on the date coverage commences for the Members. The Agreement will continue in effect unless coverage is canceled, non-renewed, or otherwise terminated in accordance with this Agreement and the Alliance Bylaws.

5. Powers of the Alliance

The Alliance will have the powers necessary to administer this joint insurance arrangement pursuant to AS 21.76.030(2) and AS 21.76.900(2) as amended, replaced or updated. The Alliance, and to the extent delegated by the Board of Directors the Administrator, are authorized to perform all acts necessary for the exercise of said powers pursuant to the terms hereof and in the manner provided by law, including, but not limited to, any or all the following:

- to make and enter into contracts;
- to incur debts, liabilities, or obligations;
- to acquire, hold and dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities in the name of the Alliance;
- to sue and be sued in the name of the Alliance;
- to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law; and
- all other and further powers that may be authorized by the Articles of Incorporation Bylaws, and any other corporate governance documents of the Alliance, and as permitted or not otherwise prohibited by law.

6. Establishment and Administration of the Joint Insurance Fund

The Alliance establishes a Joint Insurance Fund as described in AS Sec. 21.76.080 and will administer it as provided by law.

7. Board of Directors

The Alliance will be governed by the Board of Directors, which is hereby established, and which will be composed of 12 Directors according to the Bylaws. Each member of the Board will have one vote. A list of the names of the Board of Directors of the Alliance is available on request.

8. Powers of the Board of Directors

The Board of Directors of the Alliance will have the powers and duties set out in the Bylaws and other powers and functions as are provided for in this Agreement or in law including, but not limited to, the power to authorize contracts in accordance with AS 21.76 upon such terms and conditions as the Board deems appropriate, and to adopt rules for the fair and equitable administration of the Alliance and the Joint Insurance Fund.

9. Coverage Provided

The Alliance may provide any kind of coverage for Members required by law or regulation or as the Board will determine, and not otherwise prohibited under AS 21.76.010(b). All applicable coverage memoranda or policy forms, as they may be adopted and amended from time to time by action of the Board, are incorporated herein by this reference.

10. Claim Reserves and Capital

The Alliance will set aside funds in sufficient amounts to (1) pay all incurred claims, and (2) provide the capital necessary to support pool operations and protect the Alliance against unexpected events. These Claim Reserves and Economic Capital amounts will be determined by a Casualty Actuary who is a member of the American Academy of Actuaries. The Economic Capital will be based on a target funding level determined by the Board and is intended to protect the Alliance at a high level of confidence.

Funds that exceed the Claim Reserves and Economic Capital amount are Unallocated Capital and may be allotted by the Board to purposes that further the objectives of the Alliance. Such purposes include, but are not limited to, increasing the funds held as Economic Capital, adjusting Member contributions, and refunding amounts to eligible Members.

Any contribution adjustments or refunds will be based upon a formula that considers, but is not limited to, a Member's participation in the Alliance; its loss and risk factors; and the financial needs of the Alliance.

11. Accounts and Records

Annual Budget. The Board will annually adopt an operating budget.

Funds and Accounts. The Administrator will establish and maintain such funds and accounts as may be required by applicable law or regulation or generally accepted accounting practices. Financial books and records of the joint insurance arrangement will be in the hands of the Administrator and will be open to inspection at all reasonable times by representatives of the Members.

Alliance Report. The Board will provide for an annual independent audit of the accounts and records of the joint insurance arrangement. This audit will conform to generally accepted auditing standards, and will include a determination, by a casualty actuary who is a member of the American Academy of Actuaries, that methodologies for establishing reserves for losses are actuarially sound, and that the reserve level is adequate. By October 1 of each year, a report of the financial condition of the Joint Insurance Arrangement, certified by a certified public accountant, will be filed as a public record with the Legislative Budget and Audit Committee and the Director of the Division of Insurance, as required by AS 21.76.020(b), and made available to each Member.

12. Responsibility for Funds

The Administrator of the Alliance will have the custody of and disburse the joint insurance arrangement's funds in accordance with this Agreement and Board policy. The Administrator may periodically approve other authorized signatories.

The Alliance will provide all officers and employees authorized to disburse Alliance funds with a fidelity bond or comparable instrument in an amount set by the Board, but not less than \$1,000,000.

13. Method of Apportioning Costs

The revenue required by the Alliance to carry out its functions on behalf of Members is established annually by the Board and apportioned among Members through determination of each Member's contributions.

Each Member's contributions will be determined by the Administrator, taking into consideration factors including but not limited to:

- The Member's exposures to risk, such as property location and values, employee classifications and payroll, vehicles, and services provided.
- The Member's loss history, including claim frequency and severity.
- The Member's efforts to identify and mitigate risk through loss control activities.
- The amount of the Member's self-insured retention or deductibles.
- The cost of insurance, reinsurance, excess insurance, or other coverages purchased for or on behalf of Members.
- Any adjustments based on exposure audit provisions in insurance policies or coverage obtained pursuant to this Agreement.

14. Additional Contributions

In the unlikely event that the Board determines that the combined amount of Economic Capital and Unallocated Capital is or is expected to become insufficient to effectively carry out the provisions of this Agreement, the Board may vote to assess additional contributions relating to one or more fiscal years that may apply to Members that are currently, or were formerly, parties to this Agreement

A decision by the Board to assess additional contributions will not take effect unless and until it is ratified at an annual or special meeting by two-thirds of the current Members. At least 30 days prior to that Member meeting, the Administrator will provide to each Member a document describing (1) the Board's rationale for levying the additional contributions, (2) the formula it will use to allocate the additional contributions among Members, and (3) when Members must pay the additional contributions levied.

15. Establishing and Promoting an Aggressive Risk Management Program

The Administrator will:

- Assist each Member in identifying and reducing risks.
- Provide loss prevention services to Members as needed, including, as appropriate and available, training, inspections, and consulting services.
- Provide loss information to assist each Member in carrying out its claims management and loss control program.
- Provide to Members, as needed and feasible, a review of their contracts to determine sufficiency of indemnity and insurance provisions.
- Undertake all other responsibilities deemed necessary by the Board to carry out the purposes of this Agreement.

16. Members' Responsibilities

Each Member of the Alliance has responsibilities to its fellow Members, and to the Alliance as a whole. Members will in all ways cooperate with and assist the Alliance, and any insurer providing coverage to the Alliance, in all matters relating to this Agreement, and will comply with all Bylaws, rules, regulations, and policies adopted by the Board.

Each Member further agrees to:

- Appoint a representative to the Alliance as provided in the Bylaws.

- Comply with recommendations of the Alliance concerning the development and implementation of a loss control program.
- Undertake efforts to mitigate losses, including the prompt reporting of claims or potential claims to the Alliance, and to fully cooperate with the Alliance and any insurer providing coverage to the Alliance or its Members in the adjustment of claims.

17. Member Payments

Each Member will pay its contribution promptly when due. The contribution constitutes the Member's financial obligation to the joint insurance arrangement for the coverage period, which may be adjusted by subsequent audit of the Member's exposures or risks, and any additional contributions levied as provided in Section 14 or Section 25 of this Agreement.

The Administrator may impose a finance charge on any account balances that are more than 30 days past due and may, following 30 days' written notice to the Member, cancel a Member's coverage pursuant to applicable law if a contribution for coverage or any insurance policy obtained through this Agreement for that Member remains unpaid.

Cancellation of coverage under this section will not relieve a Member of its financial obligations to the Alliance.

18. New Members

Additional Members may be permitted, at the discretion of the Administrator and after completing an application process established by the Board, to become signatories of this Agreement or a similar agreement.

19. Member Withdrawal

A Member may withdraw as a party to this Agreement pursuant to the requirements of this Section:

- Withdrawing Members must give written notice of intent to withdraw at least 180 days prior to the expiration of coverage.
- A Member that fails to renew its coverage without giving the required 180 days' written notice to the Administrator will be responsible for a penalty equal to 20 percent of its total annual contribution for the most recent coverage year.
- A Member that withdraws during a coverage period, or has its coverage canceled by the Administrator for failure to pay the required contribution, will be responsible for a penalty equal to 20 percent of the total annual contribution for the Member for the current coverage year.

- A member may request a waiver of the penalty imposed under this section by submitting the request in writing to the Administrator. The Board must approve any penalty waivers.

Withdrawal from this Agreement under this section will not relieve a Member of any other financial obligations to the Alliance. The withdrawal of any Member from this Agreement will not terminate the Agreement.

20. Claims Administration and Payment of Losses

- Each Member will give prompt notice of any claims to the Alliance. The Member will communicate directly with the Alliance and not through third parties unless agreed to by the Administrator. Failure to give prompt notice of claims will result in a limitation of coverage and penalties as provided in the relevant coverage memorandum.
- Except in circumstances where coverage is provided by an insurance carrier, the Administrator will investigate all claims against the Member and will attempt to adjust or settle such claims. The Member agrees to provide and make available to the Administrator all information and all personnel as may be reasonably required to fully investigate and defend each claim.
- Subject to the provisions of this Agreement and all applicable coverage agreements or policies, legal counsel selected by the Alliance will defend claims against the Member. A Member will have the right to hire, at its own expense, its own co-counsel to work with defense counsel employed by the Alliance.
- The Administrator will pay adjudicated claims according to the provisions of this Agreement and all applicable coverage memoranda or policies.
- In the event the Administrator determines it is advisable to settle a claim, the Member, except as provided in the applicable coverage memorandum, will accept the Administrator's recommendation and judgment and enter into such settlements as the Administrator determines to be appropriate.
- With the express written permission of the Alliance, a Member with a self-insured retention may be permitted to administer, defend and adjust claims within its own self-insured retention, in a manner consistent with the Member's coverage memoranda and Alliance-approved policies and procedures. Such written permission does not relieve the Member from notice requirements as defined in this Agreement or in the applicable coverage memorandum. Once the self-insured retention is reached, all outstanding defense and adjustment of the claim will be handled by the Alliance pursuant to the paragraphs above.

Written permission notwithstanding, the Alliance, in its sole judgment and discretion, retains the right to take over handling of claims below the Member's self-insured retention.

21. Coverage Determination and Appeal

It will be the duty and responsibility of the Administrator to make the initial determination regarding rights to coverage protections provided under the joint insurance arrangement. This responsibility is limited to amounts of coverage provided by or retained by the Alliance, including amounts within self-insured retentions or deductibles, and amounts where the Alliance is designated as the "Company" or "Insurer" under the applicable policy or coverage memorandum.

The Administrator or designee will timely notify the Member of the determination in writing, advising the Member whether or to what extent the Alliance:

- Is accepting or denying coverage;
- Will defend the claim and/or indemnify the Member; and
- Is reserving any rights to make any subsequent determinations regarding coverage.

A Member that disagrees with a decision by the Administrator to deny coverage may appeal the decision to the Board. The Board will promulgate rules and procedures for the appeal process.

Notwithstanding the foregoing, a Member has the right to petition the Administrator and pursue an appeal with the Board to request the Alliance's assistance in pursuing coverage placed by the Alliance with an insurance carrier.

22. Exhaustion of Policy Limits

It is understood and agreed that in the event of a covered loss or accumulation of covered losses affecting multiple Members whereby the amount of loss exceeds the limits of the coverage memorandum or policy, the payments to individual Members will be made on a proportional basis. This proportion will be determined as the ratio of the total limits available divided by the total amount of the loss.

This provision applies to exhaustion of limits on a per occurrence or an annual aggregate basis as appropriate.

23. Liabilities of the Alliance

Pursuant to Alaska law, the debts, liabilities, and obligations of the Alliance will not constitute debts, liabilities, or obligations of any Members, except as expressly set forth in this Agreement. The debts, liabilities and obligations of the Alliance will not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, committees or Administrator.

24. Member Liability

Members will not be assessed for costs or expenses in excess of their contribution payment, except as provided in Section 14 or in Section 25 of this Agreement.

25. Termination and Dissolution

This Agreement may be terminated if the Board of Directors, by a two-thirds vote of the Directors, adopts a resolution recommending the Alliance be dissolved and this Agreement be terminated.

- The question of the dissolution and termination will be submitted to a vote at a meeting of Members entitled to vote, which may be either an annual or special meeting. A resolution to dissolve the Alliance and to terminate this Agreement will be adopted upon receiving at least two-thirds of the votes which Members present at the meeting are entitled to cast.
 - If there are no Members, or no Members entitled to vote present, the adopted resolution of the Board to dissolve the Alliance and terminate this Agreement will take effect.
- In the event dissolution and termination is approved, this Agreement and the Alliance will continue to exist solely for the purpose of disposing of all liabilities, distribution of assets, and all other functions necessary to close out the affairs of the Alliance. The Board is vested with all powers of the Alliance for the purpose of dissolving affairs of the Alliance.
- Upon dissolution and termination, and following the payment of, or provision for, all debts, claims, and liabilities, all remaining assets and liabilities of the Alliance will be distributed among the Members based on a formula and timing approved by the Board.

26. Merger or Consolidation

After completion of an analysis of the Alliance's liabilities and assets by a casualty actuary who is a member of the American Academy of Actuaries, and any other analysis that the Board considers appropriate, the Board may elect to merge or consolidate assets and liabilities of the Alliance with those of another substantially similar organization for the purposes of providing ongoing coverage and risk management for the Members. The Board may, but is not obligated to, approve a distribution of assets among Members as part of the merger or consolidation. Such a merger or consolidation will be made consistent with the requirements in AS 10.20 and will not constitute a termination of the Agreement as described herein.

27. Notices

Notices to Members hereunder will be sufficient if mailed to the address listed on the most recent application form of the respective Members. A Member may change such address or other contact information by providing written notice (which will include notice by fax or email) of such change to the Alliance.

28. Amendment

This Agreement may be amended at any time by the written approval of a majority of the Members signatory to it, or by the Board of Directors of the Alliance following 30 days' written notice to the Members of the proposed change(s). Any amendment to this Agreement will be effective on the subsequent July 1 unless another effective date is otherwise stated therein.

29. Prohibition Against Assignment

No Members may assign any right, claim, or interest it may have under this Agreement and no creditor, assignee, or third-party beneficiary of any Member will have any right, claim or title to any part, share, interest, fund, premium, contribution, or asset of the Alliance.

30. Agreement Complete

This Agreement, along with any exhibits hereto and documents incorporated by reference herein, constitute the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

31. Governing Law

This Agreement will be interpreted according to the laws of the State of Alaska. A suit brought relating to any dispute hereunder or related hereto will be filed in the Superior Court of Alaska in Anchorage or Juneau, and in no other place.

32. Construction of Contract

Separate agreements will be executed by each Member and all such agreements will be construed as a single collective contract.

33. Severability

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable, the remainder of this Agreement will remain valid and enforceable.

34. Conformity to Statute

In the event any term or provision of this Agreement is found to be in conflict with the laws, regulation, or applicable statutes of the State of Alaska, such term or provision will be construed so as to conform to such statutes or laws.

35. Signatures

The parties hereto, acting through properly authorized officials, hereby execute this Agreement, effective July 1, 2025.

Member:

Member Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date signed: _____

Alaska Public Risk Alliance, as Administrator for the Joint Insurance Arrangement

Signature: _____

Printed Name: _____

Title: _____

Date signed: _____

EXHIBIT 1: List of Members

EXHIBIT 2: Board of Directors of APRA

Exhibit 1

APRA MEMBER ROSTER

The following public entities are considered to be Members of the Alaska Public Risk Alliance:

1. City of Adak Water & Sewer Project
2. City of Adak
3. City of Akhiok
4. City of Akutan
5. City of Alakanuk VSW Project
6. City of Alakanuk
7. Alaska Gateway School District
8. City of Aleknagik
9. Aleutians East Borough
10. Aleutians East Borough School District
11. City of Ambler Public Health Facilities Project
12. City of Ambler Infrastructure Improvement Project
13. City of Anaktuvuk Pass
14. Anchorage Community Development Authority, Easy Park and 716 W 4th Ave, LLC
15. City of Anderson
16. City of Angoon
17. City of Anvik
18. City of Atka
19. City of Atkasuk
20. City of Bettles
21. City of Buckland
22. Bristol Bay Borough School District
23. City of Chefnak Water Sewer Project
24. City of Chefnak
25. City of Chevak
26. City of Chignik
27. City of Kasaan
28. City of Thorne Bay
29. City of Clark's Point
30. City of Coffman Cove
31. City of Cold Bay
32. Denali Borough
33. Dillingham City School District
34. City of Diomed CDP
35. Diomed Joint Utility
36. City of Diomed
37. City of Eagle
38. City of Eek
39. City of Egegik
40. City of Ekwok
41. City of Emmonak Water Sewer Project
42. City of Emmonak
43. City of Fairbanks
44. City of False Pass
45. City of Fort Yukon
46. Frontier Charter School
47. Galena City School District
48. City of Galena
49. City of Gambell
50. City of Golovin CDP
51. City of Golovin
52. Goodnews Bay Water & Sewer Project
53. City of Grayling Public Health Facilities Project
54. Haines Borough School District
55. City of Holy Cross
56. City of Homer

57. Hoonah City School District
58. City of Hoonah
59. City of Hooper Bay Water & Sewer Project
60. City of Hooper Bay
61. City of Houston
62. City of Hughes
63. City of Huslia
64. Ilisagvik College and Ilisagvik College Foundation
65. Ipnatchiaq Electric Company
66. City of Kachemak
67. City of Kake
68. City of Kaktovik
69. City of Kaltag
70. City of Kaltag Public Health Facilities Project
71. Kenai Peninsula Borough
72. Kenai Peninsula Borough School District
73. City of Kenai
74. City of Kiana Public Health Facility Project
75. City of Kiana
76. City of King Cove
77. Kodiak Island Borough
78. Kodiak Island Borough School District
79. City of Kodiak
80. City of Kotlik Public Health Facilities Project
81. City of Kotlik
82. City of Kotzebue
83. City of Koyuk Public Health Facilities Project
84. City of Koyuk
85. City of Koyukuk
86. Lake and Peninsula Borough
87. City of Larsen Bay
88. City of Manokotak VSW Project
89. City of Manokotak
90. City of McGrath VSW Project
91. City of McGrath
92. City of Mekoryuk
93. City of Mountain Village Water Sewer Project
94. City of Mountain Village
95. Napakiak Managed Retreat Project
96. City of Napakiak Water Sewer Project
97. City of Napakiak
98. City of Napaskiak
99. Nenana City Public Schools
100. City of Nenana
101. City of New Stuyahok Public Health Facilities Project
102. City of New Stuyahok
103. City of Newhalen
104. City of Nightmute VSW Project
105. City of Nightmute
106. City of Nikolai
107. Nome Public Schools
108. City of Nome
109. City of Noorvik
110. City of North Pole
111. North Slope Borough School District
112. Northwest Arctic Borough
113. City of Nuiqsut
114. City of Nulato
115. City of Nunam Iqua
116. City of Nunapitchuk Water Sewer Project
117. City of Nunapitchuk
118. City of Old Harbor Tank Farm
119. City of Old Harbor
120. City of Ouzinkie Public Health Facilities Project
121. City of Ouzinkie
122. Pelican City School District
123. City of Pelican Water Sewer Project

124. City of Pelican
125. Pilot Point Electrical
126. City of Pilot Point
127. City of Pilot Station
128. City of Platinum
129. City of Point Hope
130. City of Port Alexander
131. City of Port Heiden
132. City of Port Lions
133. Pribilof Montessori School
134. Pribilof School District
135. City of Quinhagak VSW Project
136. City of Quinhagak
137. City of Ruby and Ruby Electric
138. City of Russian Mission Gaming
139. City of Russian Mission
140. City of Saint George
141. City of Saint Mary's
142. City of Sand Point
143. City of Savoonga CDP
144. City of Savoonga
145. City of Saxman
146. City of Scammon Bay
147. City of Seldovia Water Sewer Project
148. City of Seldovia
149. City of Seward
150. City of Shaktoolik CDP
151. City of Shaktoolik Wind Energy Recovery Project
152. City of Shaktoolik VSW Project
153. City of Shaktoolik
154. City of Shishmaref CDP
155. City of Shishmaref Public Health Facilities Project
156. City of Shishmaref
157. City of Shungnak
158. City of Soldotna
159. Southeast Island School District
160. City of Tanana
161. City of Teller VSW Project
162. City of Teller
163. City of Tenakee Springs
164. City of Thorne Bay VSW Project
165. City of Togiak
166. City of Toksook Bay
167. City of Unalakleet VSW Project
168. City of Unalakleet
169. City of Upper Kalskag
170. City of Utqiagvik
171. Valdez City School District
172. City of Valdez
173. City of Wainwright
174. City of Wales Water Sewer Project
175. City of Wales
176. City of White Mountain
177. City of Yakutat Public Health Facilities Project
178. Yakutat School District
179. City and Borough of Yakutat
180. Yukon Flats School District
181. Yukon-Koyukuk School District
182. Alaska Association of Conservation Districts
183. Alaska Native Cultural Charter School
184. Aleutian Region School District
185. Anchorage Stream Academy Charter School
186. City of Aniak
187. Annette Island School District
188. Aquarian Charter School
189. Bering Strait School District
190. City of Bethel

191. Boreal Sun Charter School
192. Bristol Bay Borough
193. Chatham School District
194. Chinook Montessori Charter School
195. Chugach School District
196. Chugiak Volunteer Fire and Rescue Company, Inc.
197. Copper River School District
198. Cordova Community Medical Center
199. Cordova School District
200. City of Cordova
201. Craig City School District
202. City of Craig
203. City of Delta Junction
204. Delta/Greely School District
205. Denali Borough School District
206. City of Dillingham
207. Discovery Peak Charter School
208. Eagle Academy Charter School
209. City of Edna Bay
210. Effie Kokrine Charter School
211. Girdwood Fire & Rescue, Inc.
212. City of Gustavus
213. Haines Borough
214. Highland Academy Charter School
215. Hydaburg City School District
216. City of Hydaburg
217. Iditarod Area School District
218. Kake City School District
219. Kashunamiut School District
220. Ketchikan Gateway Borough
221. Ketchikan Gateway Borough School District
222. City of Ketchikan
223. Klawock City School District
224. City of Klawock
225. Knik Cultural School
226. City of Kupreanof
227. Kuspuk School District
228. Lake & Peninsula School District
229. Lower Kuskokwim School District
230. Lower Yukon School District
231. Northwest Arctic Borough School District
232. City of Palmer
233. Petersburg Borough
234. Petersburg Medical Center
235. Petersburg School District
236. Rilke Schule German School of Arts & Sciences
237. Sitka School District
238. City and Borough of Sitka
239. Skagway School District
240. Municipality of Skagway
241. Southwest Region School District
242. City of Saint Paul
243. St. Mary's School District
244. Unalaska City School District
245. City of Unalaska
246. City of Wasilla
247. Watershed Charter School
248. City of Whale Pass
249. City of Whittier
250. Winterberry Charter School
251. Wrangell Public Schools
252. City & Borough of Wrangell
253. Yupiit School District

Exhibit 2

MEMBERS OF THE APRA BOARD OF DIRECTORS

The following are the members of the board of directors of the Alaska Public Risk Alliance

| | |
|-------------------|-------------------------------------|
| Branzon Anania | Kuspuk School District |
| Kristin Erchinger | City of Whittier |
| Dennis Gray, Jr. | City of Hoonah |
| Melissa Haley | City and Borough of Sitka |
| Bryant Hammond | City of Nome |
| Brandi Harbaugh | Kenai Peninsula Borough |
| Alex Russin | Cordova School District |
| Mark Vink | Bering Strait School District |
| Joe Evans | At Large |
| Brad Thompson | At Large |
| Nils Andreassen | Alaska Municipal League |
| Lon Garrison | Alaska Association of School Boards |

BYLAWS

Alaska Public Risk Alliance

ARTICLE I: Name

The name of this Alaska nonprofit corporation is Alaska Public Risk Alliance.

ARTICLE II: Definitions

The following definitions will apply to the provisions of these Bylaws:

- (a) “Administrator” means the person appointed by the Board of Directors as defined in AS 21.76.900 to administer the Joint Insurance Arrangement.
- (b) “APRA” or the “Alliance” means Alaska Public Risk Alliance, a nonprofit corporation organized for the purpose of establishing a Joint Insurance Arrangement.
- (c) “Board” means the Board of Directors of the Alliance.
- (d) “Cooperative Participation Agreement” or “CPA” means the Cooperative Participation Agreement drafted and approved by the Incorporators of the Alliance on October 24, 2024, or as subsequently amended, and which may be entered into and agreed upon by two or more public entities for the purpose of establishing, operating, or participating in a joint insurance arrangement.
- (e) “Fund” and “Joint Insurance Fund” will have the meanings ascribed to those terms in AS 21.76.900.
- (f) “Joint Insurance Arrangement” or “JIA” means a joint insurance arrangement established by APRA, authorized under AS 21.76.010 to enable the participants to pool contributions of public monies, grants, loans, and income from investment of the same in joint insurance funds as are authorized by AS 21.76.010, in order to either assume such risks from losses to the participants as it may determine will be assumed, or purchase insurance coverage for the participants on a group basis, as authorized by statute.
- (g) “Member” means a public entity that has joined the Alliance pursuant to Article IV, Section 1 of the Bylaws.
- (h) “Member Official” means a person who is an elected official, an appointed official, or an employee of a Member.
- (i) “Member Representative” means a Member Official who is designated by a Member to act on its behalf with respect to the Alliance.

- (j) "Public entity" means any political subdivision of the state, including any municipality, school district or regional education attendance area, and all agencies or political subdivisions thereof, including without limitation, municipally-owned hospitals, utilities, service areas, port authorities or facilities, airports, and similar entities, agencies or services, or any other public entity as may be permitted to enter into a joint insurance arrangement under AS 21.76.
- (k) "Public liability" means any liability to which a public entity may be subject pursuant to the Cooperative Participation Agreement.

ARTICLE III: Purpose and Objectives of the Organization

Section 1 - General Nature and Purpose. The Alliance is a nonprofit corporation established pursuant to AS 10.20, the Alaska Nonprofit Corporation Act, whose Members are public entities of the State of Alaska. The duration of the Alliance shall be perpetual. The Alliance exists for the purpose of establishing and operating a Joint Insurance Arrangement as permitted by the Alaska Statutes, and as an essential governmental service to its Members.

Section 2 - General Objectives. The general objectives of the Alliance are to: 1) formulate, develop, and administer a Joint Insurance Arrangement for the Members; 2) facilitate the availability of adequate coverage for property, liability, automobile, workers' compensation, and other such lines of coverage for the Members as are authorized by statute and the Board; 3) manage costs and assure availability of such coverage for the Members; 4) provide a program of loss control services; and 5) provide claims administration and defense of covered claims. Any Joint Insurance Arrangement entered into by the Members pursuant to these Bylaws will not encompass any kind of insurance prohibited by AS 21.76.010(b).

Section 3 - Use of Funds. Funds paid to the Alliance by the Members may be used to pay claims, cover administrative expenses incurred by the Alliance, purchase insurance or reinsurance, provide for risk management activities, establish reserves, support capitalization goals established by the Board, and for any other purpose set forth in Article VI. Reserves include claim reserves that have been determined to be adequate by an actuary meeting the Qualification Standards of the American Academy of Actuaries, reserves for contingencies, reserves required by excess insurers, reinsurers, or other reserves as required by law.

Section 4 - Activities of the Alliance; Ownership of Assets. It is intended that the Alliance will perform risk management activities with the assistance and cooperation of its Members, including pooling of risks, self-insurance management, joint purchase of insurance, claims administration, defense, loss control, and all other related activities of the Members. All income and assets of the Alliance will be dedicated to the benefit of the Members as provided by the CPA.

Section 5 - Unallocated Capital. The Board will determine the disposition of any capital that exceeds reserves and capitalization as described in Article III, Section 3 and is not

otherwise allocated. Unallocated Capital may be used: 1) to strengthen the financial condition of the Alliance; 2), to reduce the cost of insurance or increase risk protection for the Members; 3), to be distributed to the Members; or 4) used in another manner as determined by the Board.

ARTICLE IV: Membership and Participation

Section 1 - Composition. The Members of the Alliance are the public entities that: 1) have completed an application process specified by the Board; 2) have been accepted by the Board in its discretion; and 3) have entered into the Cooperative Participation Agreement. Membership and participation in the Alliance shall commence upon the effective date of any risk coverage provided by the Alliance to a public entity pursuant to the terms of the CPA. Members shall comply with these Bylaws and the terms of the CPA at all times.

Section 2 - Membership Classification, Representation, and Voting. There is one class of Members of the Alliance. Each Member will be represented at any Member meeting by its Member Representative who will be entitled to vote on behalf of the Member on any matter for which a vote of Members is required or permitted. Each Member shall have one vote.

Section 3 - Annual Meeting. An Annual Meeting of the Members will be held at such time as the Board may determine. The purpose of the Annual Meeting is for the Board to present an annual report to the Members concerning the year most recently ended and to vote on matters on which Members are entitled to vote. The Annual Meeting will include discussion and review of the Joint Insurance Arrangement and will be open to all Members.

At least 10 days before each Annual Meeting, Members will be provided with a meeting agenda, a copy of the unapproved minutes of the previous Annual Meeting, a copy of the most recent Annual Financial Report, and other materials as determined by the Board in consultation with the Administrator.

Section 4 - Special Meetings. Special Meetings of the Members may be called at any time by the Board or its Chair, or may be called by the Chair or Secretary upon the written request of one-third or the Members.

Section 5 - Notice. Written notice of each meeting of Members, whether Annual or Special, stating the time and place where it is to be held, will be provided to each Member's designated representative, either personally or by mail, fax, email, or other form of electronic written communication, not less than 10 nor more than 50 days before the meeting. The notice of a Special Meeting will indicate that it is being issued by or at the direction of the person or persons calling the Special Meeting.

Section 6 - Quorum. Eleven (11) Member Representatives present at a meeting of the Members constitute a quorum. All actions by Members on issues will be determined by a majority of the votes cast at a meeting of the Members where a quorum is present. No quorum will be required to conduct a meeting of Members at which no vote is taken.

Section 7 - Place of Meetings. All meetings of the Members will be held at such place in the State of Alaska or by electronic means as designated in the notices of such meetings, as determined by the Board.

Section 8 - Termination of Membership. Membership and participation in the Alliance may be voluntarily terminated by a Member's withdrawal, pursuant to the terms of the CPA. A Member's status as a Member may be involuntarily terminated, or the Member may be designated ineligible for renewal of membership, upon the Board's determination that any of the following circumstances exist:

- (a) Failure to pay any amounts due the Alliance by stated due dates. Such amounts may be, but are not limited to, the premium contribution, audit premiums, deductibles, the Member's share of legal expenses, additional contributions, or any other sums levied.
- (b) Failure to comply with any condition or agreement under the Cooperative Participation Agreement, these Bylaws, any Memorandum of Coverage, or any resolution of the Board or Executive Committee, including but not limited to risk management or loss reporting procedures.
- (c) Failure to complete the actions specified in a performance improvement plan developed for the Member following the implementation of a remediation plan.
- (d) A Member's excessive losses as determined by the Board.
- (e) Any condition of, or action by, the Member that the Board believes violates the goals and objectives of the Alliance or jeopardizes the financial viability of the Alliance.

Following the Board's decision to terminate or not renew the membership of a Member for failure to pay amounts due to the Alliance pursuant to Article IV, Section 8(a), the Member will be provided with written notice of such decision at least 30 days before the effective date of the termination or non-renewal. The Board shall have the sole discretion to reconsider termination or non-renewal of the Member's membership upon the Board's satisfaction that payment of any amount due is received prior to the effective date of termination or non-renewal, or if other arrangements for payment are approved by the Board.

At any time, the Board may consider termination or non-renewal of a Member's membership due to any reason listed in Article IV, Section 8(b) – (e) upon a majority vote. Following the Board's decision to consider termination or non-renewal, the Member will be notified in writing that its membership status will be reviewed by the Board at an upcoming Board Meeting, the date of which shall be determined by the Board.

A Member facing potential involuntary termination or non-renewal of membership may request the opportunity to be heard before the Board by submitting a written request within 15 days of receiving notice. If such a request is made, the Member may present evidence to the Board to oppose the proposed action at, or prior to the meeting as may be

determined by the Board. The Board will not take any final action on the matter prior to the meeting scheduled for this purpose.

A three-fourths vote of the full Board is required to involuntarily terminate or not renew the Membership of a Member under Article IV, Section 8(b) – (e). If the Alliance involuntarily terminates or does not renew a Member, then the Board will give the Member 60 days' notice in writing of its decision and the effective date of the termination, or other such notice as may be required by the CPA or applicable law.

ARTICLE V: Board of Directors

Section 1 - Function. The Alliance will be governed by a Board of Directors. The Board shall be responsible for the management and operation of the Alliance and shall administer the Joint Insurance Arrangement on behalf of the Members pursuant to these Bylaws and the Cooperative Participation Agreement. Powers and duties of the Board are enumerated in Article VI.

Section 2 -Directors and Term of Office.

- (a) The Board of Directors will consist of 12 Directors, as follows:
 - (1) Eight (8) Directors will be elected by the Members and will be Member Officials, with the goal that four (4) will be Member Officials of municipalities, and four (4) will be Member Officials of school districts.
 - (2) Two (2) “at-large” Directors (“At-Large Directors”) will be elected by the Members and need not be Member Officials.
 - (3) The Executive Directors of the Association of Alaska School Boards (AASB) and the Alaska Municipal League (AML) or their designees shall be Directors (“AASB/AML Directors”).
- (b) AML and AASB will recruit and nominate Member Officials to be candidates for the Board. The Board may solicit nominations for candidates for the At-Large Director positions. Member Officials may also present themselves as candidates.
- (c) Except for the At-Large Director positions, each candidate for the Board shall have the consent of the Member they represent and will provide information as to the size of their community or school district and their geographic location so as to actively promote and maintain a more diverse composition of the Board.
- (d) Member Official Directors may serve as Directors only with the continued consent of the Member they represent. If such consent is revoked, the Board shall declare a vacancy pursuant to Article V, Section 11.
- (e) The term of a Member Official Director will immediately end if the Director no longer meets the definition of a Member Official, unless the Board and the

Member they represent consent to their continued service for the remainder of their current term.

- (f) APRA staff will refrain from promoting any candidate for appointment or election to the Board, but may solicit candidates from Members.
- (g) The election of Directors will take place at the Annual Meeting or pursuant to an annual schedule to be determined by the Board. The term of office for Directors will be three (3) years and will commence immediately following the Director's election. The terms will be staggered in such a manner that, as nearly as practicable, one-third of the Board is elected each year.
- (h) The Incorporators shall appoint the Directors of the Initial Board of Directors pursuant to Article IV, Section 2 (a), and shall designate the term of office for each Initial Director consistent with the staggered term provisions of Article V, Section 2(g). In the event the Incorporators appoint fewer than the 12 Directors identified in Article V, Section 2(a), the Initial Directors shall appoint the remaining Directors consistent with the Board composition and staggered terms provisions of this Article V, Section 2(g).

Section 4 - Quorum and Manner of Acting. At all meetings of the Board, the presence of a majority of the Directors, either in-person or by electronic means, will constitute a quorum. The act of the majority of Directors present at a meeting at which a quorum is present is the act of the Board, except as to those matters for which a greater majority is specified in these Bylaws, or required by law or contract

Section 5 - Meetings. The Board will meet at least three times annually and at such other times as determined by the Board. Additional Board Meetings will be held whenever called by the Chair or at the request of four Directors. Meetings will be conducted in accordance with the then-current version of Robert's Rules of Order.

The Board will keep minutes of all meetings and will provide, as soon as possible after each meeting, a copy of the minutes to each Director. Copies of the minutes will be made available to each Member upon request.

Section 6 - Notice. Written or electronic notice of a meeting will be sent to each Director at least 10 working days prior to any meeting, unless waived. Notice will be deemed given on the day the notice is sent. Telephonic notice will be confirmed by letter, fax, email, or other comparable electronic or written communication. Any Director may waive notice in writing either before or after the date of the meeting, and if such waivers are received from all Directors not present, any action taken at the meeting will be valid as though due notice had been given.

Section 7 - Open Meetings. Meetings of the Board are not subject to the Alaska Open Meetings Act.

Section 8 - Meetings via Electronic Communication. Any meeting that has been duly noticed and could properly be held by Directors attending in person may be conducted

via conference telephone, videoconference, or similar means of simultaneous electronic communication.

Section 9 - Resignation. Any Director may resign at any time by giving written notice to the Board. Unless otherwise specified in such written notice, such resignation will take effect upon receipt thereof by the Board, and the acceptance of such resignation will not be necessary to make it effective.

Section 10 - Removal. Any Director may be removed with or without cause at any time by the vote of two-thirds of the Board made at a Board Meeting. Repeated, unexcused absence from meetings will constitute grounds for removal. Any vacancy caused by the removal of a Director shall be filled pursuant to Article V, Section 11.

Section 11 - Vacancy. The Board may remove a Director pursuant to Article V, Section 10 and declare a vacancy to exist if a Director has multiple absences from regular or special meetings. A vacancy on the Board may be filled by the affirmative vote of a majority of the remaining Directors at any Board Meeting. A Director so appointed may hold that Board seat until the next Annual Meeting and may be presented for election to the Board by the Members at the next Annual Meeting.

Section 12 - Compensation. The Directors will serve without compensation, but will be entitled to reimbursement of actual and reasonable expenses incurred in the performance of their official duties upon approval of the Board. The Board may establish policies regarding travel expenses.

ARTICLE VI: Powers and Duties of the Board of Directors

Section 1 - General Responsibilities. The Board is responsible for establishing the Alliance's goals and objectives, for making policy decisions on behalf of the Members with respect to the operation of the Alliance, and for managing any Joint Insurance Arrangements or Cooperative Participation Agreements the Members enter into.

Section 2 - Budget. The Board shall approve an Annual Operating Budget (the "Budget") for the Alliance on or before July 31 of each year.

- (a) The Budget will show anticipated revenues and expenses, and will be balanced.
- (b) The Budget will be broken into categories by major corporate functions.
- (c) Following approval of the Budget, the budgeted funds may be spent pursuant to the Budget.
- (d) The Administrator will present a report to the Board at each regular Board meeting on the performance and status of the Budget, and at other times as may be requested by the Board.

- (e) Total Budgeted expenditures cannot be exceeded without approval of the Board.
- (f) Between the beginning of the fiscal year and the date the Budget is approved by the Board, the Alliance may spend funds as necessary, and any money so spent will be itemized and included in the new Budget.

Section 3 - Powers. The Board shall have the power to:

- (a) Establish and manage any joint insurance funds, policies, and other services contemplated in these Bylaws;
- (b) Enter into any contract for the purpose of administering or providing any services to the Alliance or its Members, and for any policies or services contemplated in these Bylaws;
- (c) Incur expenses, acquire and hold property, and enter into agreements necessary to accomplish the purposes of these Bylaws;
- (d) Require that an annual audit of the books of the Alliance be performed by a certified public accountant and provide a copy of such audit to each Member, to the Legislative Budget and Audit Committee, and to the Alaska Division of Insurance;
- (e) Require a claims audit to be conducted and provided to the board; and
- (f) Exercise all of the powers necessary or desirable to carry out the purposes of the Alliance or the specific powers enumerated in this article.

ARTICLE VII: Officers

Section 1 - Chair/President and Vice Chair/Vice President. The Board shall elect one Director to serve as the Chair/President ("Chair") and one Director to serve as the Vice Chair/Vice President ("Vice Chair") of the Alliance at its first regular Board meeting following the Annual Meeting. In the event the Chair or Vice Chair so elected ceases to be a Director, the resulting vacancy in the office will be filled at the next regular or special meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair will act as Chair. The Chair, or in their absence the Vice Chair, will preside at and conduct all meetings of the Board and the Members, and will be a member and the Chair of the Executive Committee.

Section 2 - Treasurer. The Treasurer of the Alliance shall be elected by the Board and shall not be a Director. The Treasurer will have the custody of and disburse the Alliance's funds in accordance with Board policies. The Board will grant authority to the Treasurer to delegate the signatory function.

Section 3 - Secretary. The Secretary of the Alliance shall be elected by the Board, shall be a person other than the Chair or Vice Chair, and may also be a Director. The Secretary

will be responsible for keeping and maintaining meeting minutes for the Annual and Special Meetings of the Members and all Board Meetings, and other records, contracts, and documents pertaining to the Alliance. The office of Secretary and Treasurer may be combined and held by one person.

Section 4 - Removal. Any officer may be removed from their position by the Board of Directors whenever in its judgment the best interests of the Alliance would be served thereby.

Section 5 - Resignation and Vacancies. Any Officer of the Alliance may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect at the time specified therein; and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE VIII: Administration

Section 1 - Executive Director. An Executive Director of the Alliance shall be appointed by the Board and serve at the pleasure of the Board. The Executive Director will: 1) serve as the Administrator of the Joint Insurance Arrangement; 2) have the general administrative responsibilities for the activities of the Alliance and Joint Insurance Arrangement as such powers may be delegated by the Board; and 3) will have the general supervisory control over the day-to-day decisions and administrative activities of the Alliance, in accordance with a governance policy adopted by the Board. The Executive Director shall not be a Director.

Section 2 - Employees & Contracts for Services. The Executive Director will have the power to hire and fire such persons for the administration of the Alliance in keeping with the policies and budget set by the Board. The Executive Director may employ or contract with persons or entities for such administrative, planning, research, or other services upon such terms as may be necessary or in the Executive Director's judgment, desirable to carry out the purposes of these Bylaws and of the CPA. The Alliance will establish personnel policies to guide staff and provide appropriate and lawful procedures for personnel actions.

ARTICLE IX: Committees

Section 1 - Executive Committee. The Board may appoint an Executive Committee of the Board which will consist of an odd number of not less than three nor more than five Directors and/or Officers, as determined by the Board. Two of the members of the Executive Committee, if established, will be the Chair of the Board and the Vice-Chair; the remainder of the Executive Committee members will be elected by the Board at the same time the officers of the Board are elected at the Annual Meeting. The Chair will serve as the Chair of the Executive Committee. The Board may delegate powers of the Board to the Executive Committee as it deems appropriate.

The Executive Committee may not take any action contrary to previous action of the full Board, nor make any decisions that would require an amendment of, or be inconsistent with, the Articles of Incorporation of the Alliance, these Bylaws, or the Cooperative Participation Agreement. The Board shall review and ratify all acts of the Executive Committee and will have the power to modify or override any decision or action of the Executive Committee upon a majority vote of the Board.

Section 2 - Finance Committee. The Board may appoint a Finance Committee of the Board. If established, the Finance Committee will meet periodically to review financial information regarding the Alliance, including financial statements, investment reports, audits, the Budget and any amendments thereto, and will make reports and recommendations for action to the Board based upon such review.

Section 3 - Other Committees. The Board Chair may appoint such other committees from time to time as appropriate to assist the Board in its business. Such committees may consist of Directors and non-Directors and will meet for the purposes identified by the Chair.

ARTICLE X: Limitation of Liability and Indemnification of Directors, Officers, and Employees

Section 1 - Statutory Limitation of Liability. The personal liability of the members of the Board to the Alliance for monetary damages is limited or eliminated to the fullest extent permitted by law. This provision does not eliminate the liability of a Director for:

- (a) Breach of the duty of loyalty to the Alliance;
- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; or
- (c) Transactions from which the Director derives an improper personal benefit.

Section 2 - Indemnity. The Directors, Officers, and employees of the Alliance will use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties for the Alliance. No Director, Officer, or employee will be liable for any action taken or omitted by any other Director, Officer, or employee. The Alliance will defend, indemnify, and hold harmless each Director, Officer, and employee for expenses, including attorney's fees the amount of any judgment, money decree, fine, penalty, or settlement for which they may become liable by reason of their being, or having been, a Director, Officer, or employee of the Alliance who exercises powers or performs duties for the Alliance, except in relation to matters as to which said Director, Officer, or employee is finally adjudged in any action, suit, or proceeding to be liable for failure to act in good faith in the performance of their duties as such Director, Officer, or employee.

Section 3 - Payment in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Alliance in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such

amount if it will ultimately be determined that they are not entitled to be indemnified by the Alliance.

Section 4 - Non-Exclusivity. The indemnification provided by Article X will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of Members, or disinterested Directors, or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased to be a Director, Officer, employee, or agent and will inure to the benefit of the heirs, executors, and administrators of such person.

Section 5 - Insurance. The Alliance will have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Alliance against any liability asserted against such person and incurred by such person in any such capacity, or arising out of the person's status as such, whether or not the Alliance would have the power to indemnify that person against liability under the provisions of this Article, including such fidelity bonding or employee or directors' errors and omissions, malfeasance or misfeasance insurance coverage as is deemed appropriate.

ARTICLE XI: Conflict of Interest

Section 1 - General Policy. All matters of procurement, personnel administration and outside contracting will be administered on the basis of merit so that fairness and impartiality govern all governance and management decisions.

Section 2 - No Solicitation of Gifts. No Director, Officer, or APRA employee will solicit a personal gift of any value from any third party performing work on behalf of, or in any way associated with APRA. No service provider will be expected to provide gifts, perks, or other benefits to Board Members or staff as a condition of doing business with the Alliance.

Section 3 - Conflicts of Interest Avoided. Directors, Officers, and staff members shall act in the best interests of APRA at all times. Conflicts of interest, whether actual or perceived, shall be avoided. In the event of any potential or actual conflict of interest, including situations where a Director's, Officer's, or APRA employee's personal interests, or those of an immediate family or household member, may conflict with the interests of APRA, such conflicts must be fully and promptly disclosed.

Each Director, Officer, and APRA employee has a duty to promptly disclose any situation that may reasonably be seen as a conflict of interest, including but not limited to financial interests, business relationships, or personal associations that could affect their objectivity or decision-making on behalf of the Alliance. The Board shall review and address such disclosures in a manner consistent with APRA's values and mission, and in compliance with applicable laws and regulations.

Any Director, Officer, or APRA employee with a disclosed actual conflict of interest shall recuse themselves from participation in any decision-making process related to the matter in question, and the Board may take additional steps as necessary to protect the integrity of the Alliance.

ARTICLE XII: Fiscal Year

The fiscal year of the Alliance will commence July 1 of each year and end on June 30 of the following year, or as otherwise determined by the Board.

ARTICLE XIII: Dissolution

In the event of dissolution of the Alliance, payment, or provision for payment, of all debts, claims, and liabilities, and distribution of the assets of the Alliance, will be carried out in accordance with the terms of the Cooperative Participation Agreement and all applicable law, including dissolution provisions of the Alaska Nonprofit Corporation Act, AS 10.20.290 *et seq.*

ARTICLE XIV: Amendments

These Bylaws may be altered, amended, or repealed by a majority vote of the Board at any Board Meeting. The Board will also have the right from time to time to adopt new bylaws provided that the new bylaws are not inconsistent with the Alliance's Articles of Incorporation or any amendments thereto.

ARTICLE XV: Office

The principal office of the Alliance will be within the State of Alaska, as determined by the Board. The Alliance may also maintain offices at such other places within or outside of Alaska as the Board may from time to time determine.

The undersigned certifies the foregoing Bylaws have been adopted as the Bylaws of the Alliance effective as of February 21, 2025.

Dated this [21th] day of [February], 2025.

Chair

Attest:

Secretary

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Finance Director

RESOLUTION 25-065

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
APPROVING ENTERING INTO A COOPERATIVE PARTICIPATION
AGREEMENT WITH ALASKA PUBLIC RISK ALLIANCE AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
THE APPROPRIATE DOCUMENTS.

WHEREAS, The Alaska Municipal League Joint Insurance Association (AMLJIA) and the
Alaska Public Entity Insurance (APEI) were “Joint Insurance Arrangements” of public entities
who agreed to join together to self-insure one another and buy additional insurance coverage
as a group; and

WHEREAS, These two entities have merged and become the Alaska Public Risk Alliance
(APRA); and

WHEREAS, The City’s three-year participant membership agreement with AMLJIA runs
through the end of FY26; and

WHEREAS, APRA provides property, general liability and automobile insurance
coverages needed for the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
authorizes a cooperative participation agreement with APRA for a term that continues in effect
unless coverage is canceled, non-renewed, or otherwise terminated in accordance with this
Agreement and the Alliance Bylaws and authorizes the City Manager to negotiate and execute
the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 23rd day of June, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

RENEE KRAUSE, MMC, CITY CLERK

Fiscal Note: FY26 preliminary estimate \$875,451.30



MEMORANDUM

Economic Development Advisory Commission Recommendation for Proposed Location of a New Community Recreation Center

Item Type: Informational Memorandum
Prepared For: Mayor Lord and Homer City Council
Meeting Date: June 23, 2025
From: Economic Development Advisory Commission

Background

The City Council requested the Economic Development Advisory Commission (EDC) to review a potential location for a new Community Recreation Facility on a City owned lot south of Pioneer Avenue. The EDC discussed the location at their May 13th and June 10th meetings. The Commission was asked to consider three questions:

1. Do you support this location as the preferred location for a future community recreation facility?
2. What are the existing concerns against using this location for this project?
3. What are the potential positive attributes for using this location for this project?

Response: The EDC does not support the Town Center location for a recreation center. However, the Commission is interested in the HEA and other alternatives as potentially viable and site appropriate locations.

Comments:

- The proposed location of this centrally located commercial property is too valuable for this land use. The City's accounting method for site selection has not considered the opportunity costs and lost opportunities associated with long term use of the City lands and Town Center.
- Commissioners expressed strong opposition to the idea, citing concerns about using prime real estate for a non-revenue generating facility.
- They felt the land would be better utilized for dense housing or businesses to generate tax revenue and improve walkability.
- Some members suggested alternative locations such as near existing schools or along the bypass.
- This site has greenspace, storm water management, urban forest value and trail value for the future of Homer.

Attachments: Minutes for May 13, 2025 and June 10, 2025 regular meetings

CALL TO ORDER

Session 24-09 a Regular Meeting of the Economic Development Advisory Commission was called to order by Chair Karin Marks at 6:08 p.m. on May 13, 2025 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar, and opened with the Pledge of Allegiance.

PRESENT: COMMISSIONERS AREVALO, ISAAK, NOOMAH, YOUNG, MARKS, DICKINSON, ZUBEK

STAFF: COMMUNITY DEVELOPMENT DIRECTOR ENGBRETSSEN, DEPUTY CITY CLERK APPEL
COMMUNITY DEVELOPMENT ASSOCIATE MCDONOUGH

CONSULTING: RACHEL LORD, MAYOR

AGENDA APPROVAL

Chair Marks requested a motion and second to approve the agenda as presented.

ISAAK/AREVALO MOVED TO APPROVE THE AGENDA AS PRESENTED.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

CONSENT AGENDA

A. EDC Unapproved Minutes of March 11th & April 08, 2025 Regular Meeting

Chair Marks requested a motion and second to approve the meeting minutes.

ISAAK/NOOMAH MOVED TO APPROVE THE MARCH 11TH & APRIL 08TH MEETING MINUTES.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

VISITORS/PRESENTATIONS

STAFF & COUNCIL REPORT/COMMITTEE REPORTS

A. EDC Staff Report

Community Development Associate McDonough reported on the following:

- Attended the Kenai Peninsula Economic Development District Industry Overview Forum in Kenai
- Comprehensive Plan update
- Zoning Code update

- KPEDD is updating their Comprehensive Economic Development Strategy
- Volunteered at the Kenai Peninsula Sport Rec and Trade Show
- Completed a grant application for Bridge Creek Watershed

B. Chamber Director Report

There was no report provided.

C. Homer Marine Trades Association Report

Meeting minutes were provided. There was no discussion.

D. Kenai Peninsula Economic Development District Report

Chair Marks stated the Executive Director went before City Council and presented a full report and data. She encouraged Commissioners to access the KPEDD website and look at the data that was presented.

E. HERC Update

Community Development Director Engebretsen stated there is a public meeting scheduled next week. Contractors will be doing soil and lead testing in the big building. The State of Alaska will be supporting the City further when looking into remediating the building. There is more focus being put on the smaller building as it's currently unsafe for public use.

F. Housing/Guiding Growth Update

Commissioner Noomah spoke about the following topics discussed during a community meeting on April 29th:

- Balancing the needs to preserve open spaces while still meeting needs for housing
- Brief presentation on GIS technology
- Use of technology in planning and preserving spaces
- Benefits of density in town core areas
- Need for more public open spaces in town

G. Planning Update

There was no update provided.

PUBLIC HEARING

PENDING BUSINESS

NEW BUSINESS

A. Commission Priorities Discussion with Mayor Lord

Mayor Lord spoke on the following topics:

- Making good use of time and resources
- Utilizing current plans and action items as a touchstone
- Every Advisory Body should be using an economic business lens
- Other Advisory Bodies have direct ties to their designated scope- LAB for Library, Port and Harbor for Port and Harbor, etc.
- Condensing and identifying priorities to advise Council
- Strategic planning list
- Communication between Council and Commission, Council Member Liaison
- Joint session bringing all advisory bodies and Council together in one room
- Important points/recommendations should come to Council in a memo from Staff Liaison

B. New Community Center Discussion

Community Development Director Engebretsen introduced the discussion topic regarding the preferred location for the new Community Rec Center. The Commission brought up points including the following:

- Clarifying why this location is considered 'preferred'
- Possible use as a long term catalyst for spurring other development
- Utility set up cost
- Environmental Groups- Current wetlands in that location
- Staying above the tsunami line
- Proposed programming, amenities, etc.
- Land could serve a better/different purpose
- Doesn't allow for more development downtown for businesses

C. Annual Bylaw Review

The Commission determined there were no needed changes to the Bylaws.

D. Election of Chair & Vice Chair

ISAAK/DICKINSON MOVED TO VOTE VERBALLY.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

ISAAK NOMINATED COMMISSIONER YOUNG FOR VICE CHAIR.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

COMMISSIONER MARKS NOMINATED HERSELF FOR CHAIR.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

INFORMATIONAL MATERIALS

A. City Manager's Report

March 24, 2025 City Council Meeting

Chair Marks noted the informational materials. Chair Marks volunteered to deliver the May report to City Council.

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY STAFF

Community Development Director Engebretsen said it was a great meeting and she appreciates everyone's open and honest comments, whether the Commission agrees or not.

Deputy City Clerk Appel thanked the Commission for the meeting and stated the June 10th meeting would be her last time clerking for the EDC.

COMMENTS OF THE MAYOR/COUNCIL MEMBER (If Present)

COMMENTS OF THE COMMISSION

Commissioner Dickinson stated she is resigning from the Commission due to time constraints.

Commissioner Young thanked the Clerk and Commissioner Dickinson for their service. He also thanked Commissioner Isaak for the nomination and stated he is grateful for the opportunity to serve as Vice Chair.

Commissioner Isaak thanked the Clerk and Commissioner Dickinson for their service. She stated she is excited for Commissioner Young to serve as Vice Chair. She also commented that she is really appreciative of the comments everyone contributes during the meetings.

Commissioner Arevalo commented that she likes the robust conversations and the Commission will miss Commissioner Dickinson.

Commissioner Zubek commented that she is leaving this meeting reinvigorated and excited to be part of the Commission. She congratulated Commissioners Young and Marks on their appointments to Vice Chair and Chair and stated that she will miss Commissioner Dickinson.

Commissioner Noomah stated he is grateful to everyone and that he also wanted to bring up that he thinks Homer has a little bit of a land hoarding problem and he thinks that adjusting incentives in the future is going to be really important for getting people to let go of some land they've just been sitting on.

Chair Marks commented that Commissioner Noomah's observation was interesting and she thinks if Homer can get a lion's share of people to say that it's ok to be in favor of some economic growth in a responsible way, then the city can focus on development and promoting a positive view.

ADJOURNMENT

There being no further business to come before the Commission, Chair Marks adjourned the meeting at 8:20 p.m. The next regular meeting is Tuesday, June 10, 2025 at 6:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers and via Zoom Webinar.

ASHLEY APPEL, DEPUTY CITY CLERK I

Approved:_____

NEW BUSINESS

A. New Rec Center Location

The Commission discussed the following topics in regard to the proposed location:

- Property is considered a wetland and possible effects on storm water runoff management
- Based on location- HEA lot is a better choice
- Size of lot actually needed- potential size of Rec Center, potential size of parking lot needed
- Will this investment in infrastructure actually spark private businesses to invest as well
- Possible restrictions in Code for building itself
- Surrounding business owners weren't present to provide opinions
- Using this land would result in opportunity costs and lost opportunities associated with long term use.

AREVALO/DICKINSON MOVED TO FORWARD A MEMO TO CITY COUNCIL IN OPPOSITION OF THE PROPOSED LOCATION BUT WOULD LIKE TO DISCUSS ALTERNATIVE SITES.

There was no discussion.

VOTE: YES: ISAAK, NOOMAH, ZUBEK, AREVALO, DICKINSON

VOTE: NO: MARKS

Motion carried.



MEMORANDUM

Ordinance 25-39, An Ordinance of the City Council of Homer, Alaska Appropriating Funds for the Fiscal Years 2026 and 2027 Capital Budget. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: June 18, 2025
From: Melissa Jacobsen, City Manager

At previous council meetings, Councilmembers requested additional information including historical revenue and expenditure information for HART Roads and Trails, and an updated fund balance report showing balances that include capital requests recommended for approval to date. Finance Director Fischer is providing this information for your review.

There were also questions regarding the Trackless MT7 Municipal Sidewalk Tractor and the viability of splitting the costs between HART Roads and HART Trails funds, and what an appropriate percentage of splitting the cost would be.

In discussing this internally, looking at the HART funds, and receiving more information on potential costs for the Highland Drive project, it seems feasible to split the cost of the tractor between funds. We also agree that a 50/50 split in cost is valid because usage on trails and sidewalks will vary from year to year based on snow fall and trail needs. The purchase includes-

- The MT7 Trackless Tractor,
- A Snowblower,
- An Angle Broom, and
- A Sander

Having this tractor as part of the City's fleet is expected to improve walkability in the winter time and aid in trail maintenance, which is something we often hear about from our citizens.

Fund Balance Report

| General Fund CARMA | | YTD | Encumbered | Available | Pending | Remaining |
|--------------------|-----------------------|---------------------------|------------------|------------------|----------------|----------------|
| Fund # - Account # | Account Name | Ending Balance FY 2025 | | | CM Approval | |
| 156-0369 | Seawall | 60,383 | 554 | 59,830 | | 59,830 |
| 156-0372 | ADA | 60,000 | - | 60,000 | | 60,000 |
| 156-0375 | General* | 351,351 | - | 351,351 | 77,972 | 273,379 |
| 156-0384 | City Hall | 56,170 | 55,350 | 820 | | 820 |
| 156-0385 | Recreation | 45,570 | 1,078 | 44,493 | | 44,493 |
| 156-0387 | Community Development | 298,042 | 211,236 | 86,806 | 20,000 | 66,806 |
| 156-0388 | Airport | 0 | - | - | | 0 |
| 156-0390 | Library | 43,119 | 25,907 | 17,212 | | 17,212 |
| 156-0393 | Fire | 51,017 | 39,012 | 12,005 | | 12,005 |
| 156-0394 | Police | 66,135 | 13,135 | 53,000 | 49,000 | 4,000 |
| 156-0395 | Public Works | 602,077 | 596,376 | 5,701 | | 5,701 |
| 156-0396 | HERC | 266,000 | 106,003 | 159,997 | 7,200 | 152,797 |
| 156-0397 | Fishing Hole | 91,351 | - | 91,351 | | 91,351 |
| 156-0398 | IT | 104,537 | - | 104,537 | 84,000 | 20,537 |
| 156-0399 | Sister City | 4,757 | 4,757 | - | | 0 |
| Total | | 2,100,510 | 1,053,407 | 1,047,104 | 238,172 | 808,932 |

| General Fund Fleet CARMA | | YTD | Encumbered | Available | Pending | Remaining |
|--------------------------|----------------|---------------------------|----------------|----------------|----------------|----------------|
| Fund # - Account # | Account Name | Ending Balance FY 2025 | | | CM Approval | |
| 152-0375 | General | 15,392 | - | 15,392 | | 15,392 |
| 152-0380 | Administrative | 20,000 | - | 20,000 | | 20,000 |
| 152-0381 | Fire | 161,461 | 15,461 | 146,000 | | 146,000 |
| 152-0382 | Police | 150,120 | 150,000 | 120 | | 120 |
| 152-0383 | Public Works | 103,092 | 11,603 | 91,489 | 79,000 | 12,489 |
| Total | | 450,065 | 177,064 | 273,001 | 79,000 | 194,001 |

| Water & Sewer CARMA | | YTD | Encumbered | Available | Pending | Remaining |
|---------------------|--------------|---------------------------|------------------|------------------|----------------|------------------|
| Fund # - Account # | Account Name | Ending Balance FY 2025 | | | CM Approval | |
| 256-0378 | Water | 2,113,452 | 1,025,304 | 1,088,148 | 338,200 | 749,948 |
| 256-0379 | Sewer | 830,190 | 189,355 | 640,835 | 177,500 | 463,335 |
| Total | | 2,943,642 | 1,214,659 | 1,728,983 | 515,700 | 1,213,283 |

| Port & Harbor Depreciation Reserve | | YTD | Encumbered | Available | Pending | Remaining |
|------------------------------------|-------------------------|---------------------------|------------------|------------------|----------------|------------------|
| Fund # - Account # | Account Name | Ending Balance FY 2025 | | | CM Approval | |
| 456-0380 | P & H Reserve | 1,044,071 | 501,657 | 542,413 | 260,000 | 282,413 |
| 456-0386 | Load and Launch Reserve | 657,949 | - | 657,949 | | 657,949 |
| 456-0389 | Match Reserve | 1,993,675 | 1,393,524 | 600,151 | | 600,151 |
| 456-0373 | USCGC Berth Space | 148,845 | 20,000 | 128,845 | | 128,845 |
| Total | | 3,844,540 | 1,915,181 | 1,929,359 | 260,000 | 1,669,359 |

| Port & Harbor Fleet Reserve | | YTD | Encumbered | Available | Pending | Remaining |
|-----------------------------|--------------|---------------------------|--------------|---------------|----------------|---------------|
| Fund # - Account # | Account Name | Ending Balance FY 2025 | | | CM Approval | |
| 452-0374 | P & H Fleet | 87,158 | 8,305 | 78,853 | | 78,853 |
| Total | | 87,158 | 8,305 | 78,853 | 0 | 78,853 |

| HART Roads | | YTD | Encumbered | Available | Pending | Remaining |
|--------------|------------------|---------------------------|------------------|------------------|----------------|------------------|
| Fund # | Fund Name | Ending Balance FY 2025 | | | CM Approval | |
| 160 | HART Roads | 6,006,789 | 4,247,644 | 1,759,146 | 125,000 | 1,634,146 |
| 160 | HART Roads Match | 500,000 | 0 | 500,000 | | 500,000 |
| Total | | 6,506,789 | 4,247,644 | 2,259,146 | 125,000 | 2,134,146 |

| HART Trails | | YTD | Encumbered | Available | Pending | Remaining |
|--------------|-------------|---------------------------|----------------|------------------|----------------|----------------|
| Fund # | Fund Name | Ending Balance FY 2025 | | | CM Approval | |
| 165 | HART Trails | 1,246,466 | 206,677 | 1,039,790 | 140,000 | 899,790 |
| Total | | 1,246,466 | 206,677 | 1,039,790 | 140,000 | 899,790 |

| General Fund Unassigned Fund Balance | | YTD | Encumbered | Available | Adopted | Remaining |
|--------------------------------------|------------------|---------------------------|----------------|------------------|---------------------|------------------|
| Fund # | Fund Name | Ending Balance FY 2025 | | | Operating Budget | |
| 100 | GF Unassigned FB | 2,136,339 | 447,131 | 1,689,208 | 415,417 | 1,273,791 |
| Total | | 2,136,339 | 447,131 | 1,689,208 | 415,417 | 1,273,791 |

*General CARMA (156-0375) Pending - CM Approval:
 - \$25,000 for Hickerson Cemetery Improvements
 - \$22,000 for Server Room Environmental Controls
 - \$22,000 for Server Room Fire Suppression
 - \$8,972 for TruNarc Narcotics Analyzer (\$23,428 funded thru ORD 2

| Fund 160 - HART Roads Reconciliation | FY 19 Actual | FY 20 Actual | FY 21 Actual | FY 22 Actual | FY 23 Actual | FY 24 Actual | FY 25 YTD |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------|
| <u>Beginning Balance:</u> | | | | | | | |
| HART Roads | 6,039,672 | 5,907,370 | 6,465,598 | 6,746,078 | 6,564,392 | 4,659,608 | 5,198,768 |
| HART Roads Match | - | - | - | - | - | 500,000 | 500,000 |
| Beginning Balance | 6,039,672 | 5,907,370 | 6,465,598 | 6,746,078 | 6,564,392 | 5,159,608 | 5,698,768 |
| Revenue | | | | | | | |
| Sales Tax | 1,503,204 | 1,261,822 | 740,980 | 1,652,656 | 1,694,524 | 1,713,223 | 1,663,267 |
| Remote Sales Tax | | | - | 79,249 | 111,782 | 96,366 | 118,042 |
| Interest Income | 180,137 | 152,136 | (6,132) | (187,901) | 91,697 | 326,181 | 287,611 |
| Total Revenue | 1,683,341 | 1,413,958 | 734,847 | 1,544,005 | 1,898,003 | 2,135,770 | 2,068,920 |
| Transfers | | | | | | | |
| Transfer to GF for Roads Maintenance* | 589,843 | 608,810 | | 807,065 | 866,100 | 933,347 | |
| Other Transfers | (2,270,275) | (1,217,620) | (272,200) | (1,774,809) | (1,913,084) | (1,912,737) | (142,749) |
| Total Transfers | (1,680,432) | (608,810) | (272,200) | (967,743) | (1,046,983) | (979,390) | (142,749) |
| Expenditures | | | | | | | |
| HART Roads | 20,126 | 128,290 | 182,168 | 757,947 | 2,255,804 | 617,220 | 1,118,150 |
| HART Roads GF Admin Fees | 115,085 | 118,629 | - | - | - | - | - |
| HART Roads Match | - | - | - | - | - | - | - |
| Total Expenditures | 135,211 | 246,920 | 182,168 | 757,947 | 2,255,804 | 617,220 | 1,118,150 |
| <u>Ending Balance:</u> | | | | | | | |
| HART Roads | 5,907,370 | 6,465,598 | 6,746,078 | 6,564,392 | 4,659,608 | 5,198,768 | 6,006,789 |
| HART Roads Match | - | - | - | - | 500,000 | 500,000 | 500,000 |
| Ending Balance | 5,907,370 | 6,465,598 | 6,746,078 | 6,564,392 | 5,159,608 | 5,698,768 | 6,506,789 |
| Fiscal Year Appropriations - HART Roads | 65,097 | 1,265,000 | 1,128,910 | 4,254,772 | 957,105 | 2,998,667 | 2,001,905 |
| Fiscal Year Appropriations - HART Match | - | - | - | - | - | - | - |

*FY25 General Fund Roads Maintenance expenses YTD is \$704,923 - budgeted transfer to GF for Roads Maintenance is \$1,161,227

| Fund 165 - HART Trails Reconciliation | FY 19 Actual | FY 20 Actual | FY 21 Actual | FY 22 Actual | FY 23 Actual | FY 24 Actual | FY 25 YTD |
|--|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|----------------------|
| <u>Beginning Balance:</u> | | | | | | | |
| HART Trails | 568,352 | 688,136 | 722,208 | 798,295 | 878,406 | 1,035,778 | 1,043,034 |
| Beginning Balance | 568,352 | 688,136 | 722,208 | 798,295 | 878,406 | 1,035,778 | 1,043,034 |
| Revenue | | | | | | | |
| Sales Tax | 173,803 | 140,317 | 89,912 | 169,153 | 188,281 | 190,358 | 184,808 |
| Remote Sales Tax | | | - | 8,805 | 12,420 | 10,707 | 13,116 |
| Interest Income | 17,859 | 17,058 | (696) | (23,078) | 18,033 | 56,461 | 45,286 |
| Total Revenue | 191,662 | 157,376 | 89,215 | 154,880 | 218,733 | 257,527 | 243,209 |
| Transfers | | | | | | | |
| Transfer to GF for Trails Maintenance | 25,000 | 39,570 | - | 39,026 | 41,706 | 12,037 | |
| Other Transfers In | | | | | | | 4,168 |
| Other Transfers Out | 13,005 | - | - | - | - | 180,440 | 3,167 |
| Total Transfers | 38,005 | 39,570 | - | 39,026 | 41,706 | 192,478 | 1,001 |
| Expenditures | | | | | | | |
| HART Trails | 5,102 | 54,076 | 13,128 | 35,744 | 19,655 | 57,793 | 40,777 |
| HART Trails GF Admin Fees | 28,771 | 29,657 | - | - | - | - | - |
| Total Expenditures | 33,874 | 83,733 | 13,128 | 35,744 | 19,655 | 57,793 | 40,777 |
| <u>Ending Balance:</u> | | | | | | | |
| HART Trails | 688,136 | 722,208 | 798,295 | 878,406 | 1,035,778 | 1,043,034 | 1,246,466 |
| Ending Balance | 688,136 | 722,208 | 798,295 | 878,406 | 1,035,778 | 1,043,034 | 1,246,466 |



MEMORANDUM

Ordinance 25-39(S), An Ordinance of the City Council of Homer, Alaska, Appropriating Funds for the Fiscal Years 2026 and 2027 Capital Budget. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: June 17, 2025
From: Amy Woodruff, Port Administrative Supervisor
CC: Bryan Hawkins, Port Director
Through: Melissa Jacobsen, City Manager

Summary:

The Port & Harbor Advisory Commission reviewed the Port & Harbor Department's Capital Budget requests in October 2024 as draft requests and again in April 2025 once they had been submitted to the City Manager for review.

At the May 28, 2025 meeting of the Port and Harbor Advisory Commission, Commissioners reviewed Memorandum CC-25-153, where the City Manager submitted 23 capital budget requests to Council for approval, 4 of which were from the Port & Harbor.

Commissioners discussed the information provided and their options for recommending amendments or mid-biennium budget adjustments. Ultimately, the Commission passed a motion of support for the capital budget as written.

Recommendation:

Pass the City Manager's FY 26/27 Capital Budget

Attachment:

Excerpted Draft Minutes from the May 28, 2025 regular meeting of the Port and Harbor Advisory Commission.

7.A. Port & Harbor FY25 YTD

Port Administrative Supervisor Woodruff noted that the enterprise is behind on parking and other items heavily reliant on the summer season. She added that she expects monthly moorage to pick up in the next month or so. Other discussion topics included bad debt expenses, subsistence, transportation, and the Homer Harbor Terminal Tariff.

7.B. Port & Harbor Staff Report – May 2025

Port Administrative Supervisor Woodruff provided the Port & Harbor Staff Report, covering the following items:

- Homer Harbor Expansion update
- Denali Commission Grant for the float replacement for system 4
- Notice of Funding Opportunity for FY25 Port Infrastructure Development Program
- Financial plan update
- Leasing updates
- Commissioner reports from City Council meetings
- Special projects update

7.C. Homer Marine Trades Association (HMTA) Report

Commissioner Friend reported that the Association has been focused on gearing up for Homer Harbor Fest. He noted the Association's involvement with the Homer High School graduation, as well as a scholarship that was awarded to a local youth who will be attending AVTEC.

8. PUBLIC HEARING(S)

9. PENDING BUSINESS

10.A. FY26/27 Operating & Capital Budgets
Memorandum PHC-25-008 from Port Administrative Supervisor as backup

Chair Siekaniec introduced the item by reading of the title and deferred to Port Administrative Supervisor Woodruff, who provided a summary explanation of her memorandum included in the packet.

ROTH/FRIEND MOVED TO SUPPORT THE BUDGET AS WRITTEN.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

10. NEW BUSINESS

CITY OF HOMER
FY26/27 DRAFT BUDGET

| Page # | Fund Dept A/C | Requests ($\geq \$5000$) Description | BY | Amount | City Manager Approval | Council Approved |
|--------|---------------|--|------------|------------------|-----------------------|------------------|
| | | General Fund - FY26 | | | | |
| 6 | 152-0383 | E-157 Dump Truck Replacement | PW | 190,000 | | |
| 7 | 152-0383 | E-162 Skid Steer | PW | 90,000 | | |
| 9 | 152-0383 | E-195 Snowplow | PW | 15,000 | 15,000 | |
| 10 | 152-0383 | E-268 Stainless Steel Sander | PW | 17,000 | 17,000 | |
| 11 | 152-0383 | E-283 Stainless Steel Sander | PW | 17,000 | 17,000 | |
| 12 | 152-0383 | E-274-A Flail Mower Head | PW | 30,000 | 30,000 | |
| 14 | 152-0383 | Hydro-seeder (ACWA Grant pending) | PW | 90,000 | | |
| 15 | 156-0395 | GPS Survey Equipment | PW/IT | 40,000 | | |
| 16 | 156-0395 | PW Campus Conceptual Design | PW | 150,000 | | |
| 18 | 156-0395 | Hickerson Cemetary Improvements (transfer from 156-0375) | PW | 25,000 | 25,000 | |
| 19 | 156-0395 | Ballfield Improvements | PW | 20,000 | | |
| 21 | 156-0395 | Pioneer Avenue Improvements | PW | 10,000 | | |
| 22 | 156-0387 | Bayview Park Fence | PW | 20,000 | 20,000 | |
| 23 | 156-0388 | Airport Sidewalk Heating | PW | 20,000 | | |
| 24 | 156-0390 | Library Re-Siding | PW | 500,000 | | |
| 25 | 156-0388 | Airport Hardstand Replacement | PW/Port | 200,000 | | |
| 26 | 156-0388 | Airport Fire Panel | PW | 50,000 | | |
| 27 | 156-0390 | Library Sidewalk Repairs | PW/Library | 20,000 | | |
| 28 | 156-0372 | City Hall ADA Ramp and Sidewalk | PW | 100,000 | | |
| 29 | 156-0388 | Airport Re-Siding | PW | 500,000 | | |
| 30 | 156-0393 | Slipline Sewer to Sewermain | PW/Fire | 20,000 | | |
| 31 | 156-0395 | Wood Chipper | PW | 45,000 | | |
| 32 | 156-0395 | Furnance and Water Heater Replacement | PW | 40,000 | | |
| 33 | 156-0395 | Sand Storage | PW | 50,000 | | |
| 34 | 156-0385 | HERC Gym Floor Re-Finishing | PW/CR | 30,000 | | |
| 51 | 156-0394 | Police Laptop Replacement | Police | 49,000 | 49,000 | |
| 52 | 156-0394 | TruNarc Narcotics Analyzer (FY25 CAP partial; 156-0375 transfer) | Police | 32,400 | 8,972 | |
| 53 | 156-0394 | Portable Radios | Police | 19,000 | | |
| 57 | 152-0381 | Brush/Fast Attack Truck | Fire | 480,000 | | |
| 58 | 156-0393 | Station Design Project | Fire | 120,000 | | |
| 59 | 152-0381 | Engine 4 Replacement | Fire | 850,000 | | |
| 60 | 156-0396 | HERC Gym Floor Re-Coat | CR | 7,200 | 7,200 | |
| 63 | 156-0398 | Server Room Environmental Controls (transfer from 156-0375) | IT | 22,000 | 22,000 | |
| 64 | 156-0398 | Server Room Fire Supression (transfer from 156-0375) | IT | 22,000 | 22,000 | |
| 65 | 156-0384 | Council Chambers Audio Video Equipment | IT | 125,000 | | |
| 61 | 156-0398 | Digital Video Recording (DVR) Servers | IT | 84,000 | 84,000 | |
| | | Total General Fund CARMA Requests - FY26 | | 4,099,600 | 317,172 | - |
| | | General Fund - FY27 | | | | |
| 54 | 156-0394 | Stancil Recorder Replacement | Police | 50,000 | | |
| 55 | 152-0382 | Patrol Vehicles x 2 | Police | 160,000 | | |
| 36 | 152-0383 | E-171 Bucket Truck | PW | 60,000 | | |
| 37 | 152-0383 | E-292 V-Plow | PW | 15,000 | | |
| 38 | 152-0383 | E-172 Loader | PW | 565,000 | | |
| 39 | 152-0383 | E-275 Snow Blower | PW | 150,000 | | |
| 42 | 152-0383 | E-284 Heavy Equipment Trailer | PW | 100,000 | | |
| 43 | 152-0383 | E-120 1/2 ton 4x4 Pick-Up | PW | 55,000 | | |
| 44 | 156-0395 | Replace Bishops Beach Restroom | PW | 500,000 | | |
| 45 | 156-0395 | Replace Baycrest Restroom | PW | 300,000 | | |
| 46 | 156-0388 | Front Entry Sliding Door Replacement | PW | 50,000 | | |
| 47 | 156-0388 | Airport Airhandler Replacement (pending FY26 CAP funding) | PW | 70,000 | | |
| 48 | 156-0388 | Airport Seating | PW | 60,000 | | |
| 49 | 156-0388 | Standby Generator | PW | 120,000 | | |
| | | Total General Fund CARMA Requests - FY27 | | 2,255,000 | - | - |

CITY OF HOMER
FY26/27 DRAFT BUDGET

| Page # | Fund Dept A/C | Requests ($\geq \$5000$) Description | BY | Amount | City Manager Approval | Council Approved |
|--------|---------------|---|--------|------------------|-----------------------|------------------|
| | | Water/Sewer - FY26 | | | | |
| 5 | 256-0378 | Membrane Train Replacement | PW | 99,200 | 99,200 | |
| 8 | 256-0379 | WTP Pond Liner Repair | PW | 25,000 | 25,000 | |
| 13 | SPLIT | E-104 3/4 ton 4x4 Pick-Up (50/50 256-0378 & 256-0379) | PW | 65,000 | 65,000 | |
| | | Total Water and Sewer CARMA Requests - FY26 | | 189,200 | 189,200 | - |
| | | | | | | |
| | | Water/Sewer - FY27 | | | | |
| 35 | 256-0378 | Membrane Replacements | PW | 206,500 | 206,500 | |
| 40 | 256-0379 | E-230 Mobile Generator (pending FY25 CAP funding) | PW | 120,000 | | |
| 41 | 256-0379 | E-231 Mobile Generator | PW | 120,000 | 120,000 | |
| | | Total Water and Sewer CARMA Requests - FY27 | | 446,500 | 326,500 | - |
| | | | | | | |
| | | Port and Harbor - FY26 | | | | |
| 69 | 456-0380 | Crane Control Software | Port | 100,000 | 100,000 | |
| 67 | 456-0380 | Replacement Handheld Computers | Port | 10,000 | 10,000 | |
| 68 | 456-0386 | Launch Ramp Dry Well | Port | 30,000 | | |
| 70 | 456-0380 | Repairs to Fish Dock Fendering | Port | 100,000 | 100,000 | |
| 71 | 456-0380 | Replace Roof/Plumping at Sea Tow Building (GF Share?) | Port | 35,000 | | |
| 72 | 456-0380 | Drainage & Outfall on 30-acre Lot | Port | 50,000 | | |
| 73 | 456-0380 | High Mast Light Inspection and Service | Port | 50,000 | 50,000 | |
| 74 | 456-0380 | Rebuild/Replace Crane #2 | Port | 200,000 | | |
| 75 | 456-0380 | Fishing Hole Campground Drainage Improvement | Port | 30,000 | | |
| 76 | 452-0374 | Small Skid Steer | Port | 80,000 | | |
| 77 | 456-0380 | Removal of Old Infrastructure over Fish Dock | Port | 67,000 | | |
| 78 | 456-0380 | Mariner Park Drainage Improvements | Port | 50,000 | | |
| 79 | 456-0380 | M/V Waters Disposal Fees | Port | 75,000 | | |
| 80 | 456-0380 | Campground Picnic Tables and Fire Rings | Port | 10,000 | | |
| 81 | 456-0380 | Additional Storage Unit | Port | 10,000 | | |
| | | Total Port Reserves Requests - FY26 | | 897,000 | 260,000 | - |
| | | | | | | |
| | | Port and Harbor - FY27 | | | | |
| | | | | | | |
| | | | | | | |
| | | Total Port Reserves Requests - FY27 | | - | - | - |
| | | | | | | |
| | | HART-Homer Area Roads & Trails - FY26 | | | | |
| 17 | SPLIT | Trackless MT7 Municipal Sidewalk Tractor (50% Roads and 50% Trails) | PW | 250,000 | 250,000 | |
| 20 | 165-xxxx | Trail Improvements | PW | 15,000 | 15,000 | |
| 84 | 165-xxxx | Green Timbers Trail Head, Parking Lot & Connector Trails | PARCAC | 250,000 | | |
| | | Total HART Requests - FY26 | | 515,000 | 265,000 | - |
| | | | | | | |
| | | HART-Homer Area Roads & Trails - FY27 | | | | |
| | | | | | | |
| | | | | | | |
| | | Total HART Requests - FY27 | | - | - | - |
| | | | | | | |
| | | Total Capital Requests Only | | 8,402,300 | 1,357,872 | - |

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 25-39(S)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
APPROPRIATING THE FUNDS FOR THE FISCAL YEARS 2026 AND
2027 CAPITAL BUDGET.

THE CITY OF HOMER ORDAINS:

Section 1. Pursuant to the authority of Alaska Statutes Title 29, the following appropriations are made for the fiscal year ending June 2026:

Capital Projects Funds:

| | |
|--------------------------------|--------------|
| General Fund Fleet CARMA (152) | \$ 79,000 |
| General Fund CARMA (156) | \$ 261,600 |
| Utility CARMA (256) | \$ 189,200 |
| Port Fleet Reserves (452) | \$ 0 |
| Port Reserves (456) | \$ 260,000 |
| HART Roads (160) | \$ 0 |
| HART Trails (165) | \$ 265,000 |
| HAWSP (205) | \$ 0 |
| Total Capital Expenditures | \$ 1,054,800 |

Section 2. Pursuant to the authority of Alaska Statutes Title 29, the following appropriations are made for the fiscal year ending June 2027:

Capital Projects Funds:

| | |
|--------------------------------|------------|
| General Fund Fleet CARMA (152) | \$ 0 |
| General Fund CARMA (156) | \$ 0 |
| Utility CARMA (256) | \$ 326,500 |
| Port Fleet Reserves (452) | \$ 0 |
| Port Reserves (456) | \$ 0 |
| HART Roads (160) | \$ 0 |
| HART Trails (165) | \$ 0 |
| HAWSP (205) | \$ 0 |
| Total Capital Expenditures | \$ 326,500 |

Section 3. Grant funds.

(a) If grant funds that are received during the fiscal year exceed the amounts of such funds appropriated by this ordinance by not more than \$25,000, the affected appropriation is increased by the amount of the increase in receipts.

(b) If grant funds that are received during the fiscal year exceed the amounts appropriated by this ordinance by not more than \$25,000, the appropriation from city funds for the affected program may be reduced by the excess if the reduction is consistent with applicable federal and state statutes.

(c) If grant funds that are received during the fiscal year fall short of the amounts appropriated by this ordinance, the affected appropriation is reduced by the amount of the shortfall in receipts.

Section 3. 4 The amounts appropriated by this ordinance are appropriated to the purposes stated in the adopted budget.

Section 4. 5 This Ordinance is limited to approval of the Budget and appropriations for Fiscal Year 2026 and 2027, is a non-code Ordinance and shall become effective July 1, 2025.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 23rd day of June, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

RENEE KRAUSE, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



MEMORANDUM

To: Mayor Lord and City Council
Date: June 2, 2025
From: Daniel Kort, Public Works Director
Through: Melissa Jacobsen, City Manager
Subject: DCRA Trail Project

Background:

There has been a lot of interest in development of the Diamond Creek Recreation Area (DCRA) trail network and connecting these trails to the Diamond Creek State Recreation Site (DCSRS). The City of Homer (City) hired Kinney Engineering to conduct a feasibility study (Study) of a proposed trail route in 2024. Kinney Engineering partnered with Happy Trails Inc. to complete this study.

Discussion:

The intention of the feasibility study was to lay out a conceptual trail system that would demonstrate to the State of Alaska Department of Transportation (DOT) that the City was serious about connecting the DCRA to the DCSRS. The intention of the Study was to encourage the DOT to include a pedestrian tunnel to their upcoming Sterling Highway construction project to connect the two trail networks that would be separated by the highway. The Sterling Highway design is nearly complete and we estimate we have approximately 6 months or less to get the easements in place.

The City has had several meetings with the DOT about if the trail could be located within the State ROW and what level of commitment would need to be demonstrated by the City to have the pedestrian tunnel included in the project. The State had previously indicated that they were not in favor of the trail being within the ROW, however when we gave them the completed Study showing approximately 150-ft of the trail paralleling the highway in the ROW, they indicate they would work with the City to accommodate this. Further, the State had previously indicated that they would require the City to have easements established for the trail in advance of them including the pedestrian tunnel in the design.

A representative of the Homer Trails Alliance (HTA) had previously met with regional managers of the DOT without the City's presence, and the City was informed that the regional managers were not receptive to the proposal of using the DOT's fish passage maintenance road on the west side of the highway as part of the trail. It has come to our attention that a representative of the HTA has met with the Central Regional Director with the DOT without the City's participation. I have heard third hand that this conversation was fruitful, however it's not clear on what was spoken to and what was agreed to.

If the conversation between the DOT and HTA was fruitful on only allowing the use of the Maintenance Road as the western portion of the trail alignment in the State ROW, that only diverts the trail away from having to cross 1 privately owned property of the 3 privately owned properties, leaving two private properties that will require easements. If the State is allowing the City to use the ROW for the full length needed, then the easement issue is resolved.

Having not been a part of the meeting with the DOT, there still seems to be an unanswered question of whether Phase I of the Happy Trails portion of the study will be sufficient to demonstrate to the State DOT that the City is serious about building a trail through the proposed pedestrian tunnel. I say that because Phase I constructs the Green Timbers Parking Lot and builds a trail leading south and east away from the trailhead through the DCRA property, ending at a “View Point” on the Kenai Peninsula Borough property south of the DCRA. Phase II of the Study builds a new trail from the Phase I trail to a proposed Trailhead on the Kenai Peninsula Borough’s property.

Meanwhile, there is not a clear plan for how the City will build the 6,403-ft worth of trail from the Kinney Engineering Study that links the Green Timbers Trailhead to the DCSRS which passes through the pedestrian tunnel. This trail segment would require trail easements across private property, or the DOT to change its position on allowing the trail to be constructed in the ROW for approximately 2,200-feet to avoid private property. Further, Phase I of the Happy Trails Study could be built regardless of the pedestrian tunnel being present or not, and may not demonstrate to the State the City’s commitment or ability to construct the trail segment that passes through the pedestrian tunnel.

Summary:

The proposed Phase I trail segment will at minimum meet the intentions of Resolution 13-055 which proposed the goals of building a Trailhead on the western side of the DCRA and beginning to construct trails within the DCRA regardless of whether the City will be able to construct the trail segment crossing the Sterling Highway that connects the proposed Green Timbers Trailhead to the DCSRS through the proposed pedestrian tunnel.

**CITY OF HOMER
HOMER, ALASKA**

Aderhold

ORDINANCE 25-44(A)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
APPROPRIATING UP TO \$250,000 FROM THE HOMER
ACCELERATED ROADS AND TRAILS (HART) TRAILS FUND FOR THE
DEVELOPMENT OF A TRAILHEAD AND TRAIL SEGMENT ON THE
EAST SIDE OF THE STERLING HIGHWAY AT GREEN TIMBERS IN
ACCORDANCE WITH THE DIAMOND CREEK RECREATION AREA
TRAILS PLAN.

WHEREAS, The City of Homer adopted the Diamond Creek Recreation Area (DCRA) Plan
through Resolution 13-055; and

WHEREAS, The DCRA Plan envisioned a “parking area and trailhead facilities at the
western border of the DCRA” (east side of the Sterling Highway near Green Timbers) and a
“non-motorized route across the Sterling Highway near Mile Post 168, in order to extend the
recreational corridor to the Diamond Creek State Recreation Site (DCSRS) on the west side of
the Sterling Highway”; and

WHEREAS, The Homer Trails Alliance (HTA), a nonprofit organization with a mission to
improve access to trails on the north side of Kachemak Bay, is interested in developing the trail
connection between DCRA and DCSRS, including fundraising for the purpose; and

WHEREAS, The Alaska Department of Transportation and Public Facilities (ADOT&PF) is
in the final stages of designing the Sterling Highway Milepost 157-169 Reconstruction Project
and is considering including a pedestrian underpass at Diamond Creek; and

WHEREAS, The City of Homer has worked with ADOT&PF on methods to accomplish the
trail connection and underpass; and

WHEREAS, ADOT&PF requires a firm commitment from the City of Homer that if they
incorporate the underpass into the final highway project design that the trail connection would
be constructed, including a financial commitment, a maintenance agreement for the portion
of the trail in the right-of-way, as well as the establishment of any required private property
easements to facilitate the trail in advance of the underpass being added to the design; and

WHEREAS, The Homer City Council has expressed interest in pursuing this trail project
through the unanimous passage of numerous resolutions, and recognizes the highway

reconstruction project as a once in a generation opportunity to develop an underpass to connect the two recreation areas; and

WHEREAS, The routing of the trail from a trailhead at Green Timbers to the underpass at Diamond Creek is uncertain, based on the need for the development of easements across private property or the approval to use ADOT&PF right of way.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council appropriates up to \$250,000 from the Homer Accelerated Roads and Trails (HART) Trails fund for the development of a trailhead and trail segment on the east side of the Sterling Highway from Green Timbers to a pedestrian underpass at Diamond Creek in accordance with the DCRA Trails Plan:

| <u>Fund</u> | <u>Description</u> | <u>Amount</u> |
|-------------|--------------------|---------------|
| 165-xxx | HART Trails | \$250,000 |

Section 2. Use of the funds is based on the following criteria:

- ADOT&PF ~~constructs~~ **approves** a pedestrian underpass at Diamond Creek as part of their current highway reconstruction project.
- The City of Homer can come to agreement with property owners to create trail easements across their properties and/or with ADOT&PF for the use of the right of way on the east side of the highway.
- The use of the funds must comply with the most current version of the HART Policy Manual approved by the Homer City Council.
- The funds must be used for work on the east side of the Sterling Highway.
- ~~If the first two criteria are met, HTA may include the City Council's appropriation of these funds as a match when applying for grants to complete the full trail connecting DCRA and DCSRS.~~
- **If the 1st two criteria are met, these funds are available to HTA to use as a match when applying for grants to complete the full trail connecting DCRA to DCSRS.**
- If the criteria are not met, if the trailhead and trail are not constructed, or if there are HART funds left over, all remaining funds will be returned to the HART fund.
- **If ADOT&PF postpones the project indefinitely the funding will be returned to the HART Trails fund.**

Section 3. This is a budget amendment ordinance and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA THIS 23rd day of June, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

RENEE KRAUSE, MMC, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

**CITY OF HOMER
HOMER, ALASKA**

Aderhold/Davis

ORDINANCE 25-46

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING HCC 9.16.010 TO PROVIDE FOR THE RETENTION OF 0.3% SALES TAX DESIGNATED FOR THE PURPOSE OF FINANCING THE ACQUISITION AND CONSTRUCTION OF A MULTI-PURPOSE COMMUNITY RECREATION CENTER UPON THE CITY ACCRUING SUFFICIENT FUNDING TO PAY OFF THE POLICE STATION DEBT SERVICE AND SUBMITTING THE QUESTION OF SUCH SALES TAX RETENTION TO THE QUALIFIED VOTERS OF THE CITY AT THE REGULAR ELECTION TO BE HELD IN THE CITY ON OCTOBER 7, 2025.

WHEREAS, The City of Homer (the "City") is in need of a multi-purpose recreation center; and

WHEREAS, The City Council views the acquisition and construction of a multi-purpose recreation center and related capital improvements authorized herein as necessary and beneficial to the community, and determines that to fund such improvements the City should begin accumulating funds to pay for this project and be prepared for future bonding if necessary; and

WHEREAS, Under the provisions of AS 29.45.700(b) and AS 29.45.670, the City may increase the rate of its sales tax only after an ordinance authorizing the increase is approved by a majority of those voting on the question at a regular or special election; and

WHEREAS, Submitting the aforementioned questions to the voters at a special election will ensure that the project has the full support of the voters.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code 9.16.010 is amended to read as follows:

9.16.010 Levied.

a. A consumer's sales tax in the amount of three and three-quarters percent is levied by the City on all sales, rents and services within the City except as the same may be otherwise exempted by law.

b. An additional consumer's sales tax in the amount of three-quarters percent is hereby levied by the City of Homer on all sales, rents and services within the City except as the same may be otherwise exempted by law, for the purpose of funding debt retirement of the sewer

treatment plant improvements, and to the extent revenues from such tax exceed such debt retirement obligations, for the purpose of funding water and sewer systems.

c. An additional consumer's sales tax in the amount of thirty hundredths of one percent (0.3%) is hereby levied by the City of Homer on all sales, rents and services within the City, except as the same may be otherwise exempted by law, for the purpose of funding a multi-purpose recreation center within the City.

Section 2. A regular election shall be held in and for the City on October 7, 2025, at which the City shall submit the following proposition to the qualified voters of the City. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

PROPOSITION NO. ____
FUNDING FOR A NEW MULTI-PURPOSE COMMUNITY RECREATION CENTER
AND RELATED CAPITAL IMPROVEMENTS;
REAUTHORIZING THE 0.3% SALES TAX RATE APPROVED FOR THE POLICE STATION BOND
PAYMENT.

Shall the City of Homer enact a new thirty hundredths percent (0.3%) sales tax, effective upon the expiration of the existing thirty hundredths percent (0.3%) sales tax upon the City accruing sufficient funding to pay off the police station bond, for the purpose of construction of a multi-purpose recreation center? The multi-purpose community recreation center will provide inclusive spaces for sports, fitness, and cultural activities, promoting health and community connection for all residents.

Section 3. The proposition, both for paper ballots and machine ballots, shall be printed on a ballot which may set forth other general obligation bond propositions, and the following words shall be added as appropriate next to a space provided for marking the ballot for voting by hand or machine:

PROPOSITION NO. ____

OYes

ONo

Section 6. Section 1 of this ordinance shall become effective only if the proposition described in Section 2 is approved by a majority of the qualified voters voting on the proposition at the October 7, 2025 regular City election.

Section 7. Section 1 of this Ordinance is of a permanent and general character and shall

be included in the City Code. The remainder of this ordinance is not of a permanent nature and as such, shall not be codified.

ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this ____ day of ____ 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

RENEE KRAUSE, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: Mayor Lord and Homer City Council
FROM: Melissa Jacobsen, City Manager
DATE: June 4, 2025
SUBJECT: City Manager's Report for June 9, 2025 Council Meeting

Kachemak Peatlands Project Parcels

At their June 17th meeting the Kenai Peninsula Borough Assembly approved the sale of two parcels that were being considered for the Kachemak Peatlands Project. We met with Mayor Micciche and Aaron Hughes, Land Management Officer on Thursday to discuss remaining parcels and share more information with the Borough on how storm water moves through that area.

Western Library Lot Project

We're continuing to see improvements at the Western Library Lot. Doug Baily, Taz Tally, and Ed Berg are working with the Friends of the Homer Library on a future geology display at the far end of the lot beside the Poopdeck Trail. Stakes were planted to mark where boulders will be placed and information about the boulders will be displayed in the display kiosk nearby. Also the reading bench has been installed along the path. This trail has been wonderful improvement to this quaint little area.



Fire Department Organizational Audit RFP

The draft RFP is attached for Council to review and provide comments on during my report. I believe this draft encompasses matters that have been raised in public discussions and in acquiring information that will be beneficial to understanding what the needs are for our community and the Homer Volunteer Fire Department.

City Manager Meetings and Events:

June 6th – Participated in the KBNERR Groundwater Research Watershed Presentation

June 12th – Met with AKDOT Central Region Director Sean Holland and Project Manager Aaron Hunting, Mayor Lord and City staff re: DCRA Underpass and other City/DOT matters.

June 17th – Attended KPB Assembly meeting virtually

June 19th – Met with KPB Mayor and Staff on the Kachemak Peatlands properties

Attachments:

- Fire Department Organizational Audit RFP and Memorandum
- 2025 Visitor Schedule
- 2025 Combined Schedule WS, COW, Regular



MEMORANDUM

Homer Volunteer Fire Department Operational Audit

Item Type: Informational Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: June 13, 2025
From: Melissa Jacobsen, City Manager

Included with this memo is a draft of the Homer Volunteer Fire Department Operational Audit RFP. I feel this draft addresses information that has been raised by the community and Council, and addresses information the administration will find useful in future planning for the Homer Volunteer Fire Department. I've attempted to highlight key matters that have come up and what sections of the RFP address the concerns. I look forward to any final input from Council before advertising this RFP.

1. The number of volunteers is inadequate.
RFP Lines 88-89, 94-99
2. Some volunteers report feeling disrespected and alienated.
RFP Lines 88-89, 94-99
3. Management stated there is a culture change in the department in that career positions no longer support volunteers, volunteers support career staff.
RFP Lines 88-89, 94-99
4. Turnover is resulting in loss of continuity and institutional knowledge and department is understaffed and unable to meet recommended personnel response levels.
RFP Lines 90-93, 102-103
5. There is concern that HVFD cannot adequately respond to structural fire, much less a community disaster.
RFP Lines 90-93, 102-103
6. Without a volunteer base to hire from, HVFD is required to hire staff from outside.
RFP Lines 90-93, 102-103
7. Personnel, promotion, disciplinary, and firing procedures may not have been followed.
Lines 88-89, 94-99
8. City has not been keeping up on operational funding and equipment and plant are deteriorating.
RFP Lines 100-101
9. HVFD does not have the staff or volunteers to respond with the number of firefighters needed.
RFP Lines 90-93, 102-104
10. Investigate if there are adequate staff and volunteer resources to cover present and future EMS and firefighting calls in our community.
RFP Lines 90-93

11. Investigate returning to the culture of recruitment and promotion of fire fighter and EMS volunteers, supported by paid staff.

RFP Lines 102-104

12. Investigate unprecedented turnover, disciplinary actions and firing issues, including conducting exit interviews of past and future volunteer and paid staff to identify problems and prevent problems that create public safety risks in the community.

RFP Lines 88-89, 94-99 address these matters, internal work on-going

REQUEST FOR PROPOSAL
By the City of Homer, Alaska
Professional Services to Perform
An Operational Audit of the Homer Volunteer Fire Department

The City of Homer, Alaska is seeking proposals from qualified consultants to conduct an independent, comprehensive operational audit of the Homer Volunteer Fire Department which consists of both volunteer and paid personnel. The goal of this evaluation is to assess current operations, identify areas for improvement, and provide actionable recommendations to ensure continued excellence in emergency services delivery.

It is the intent of this Request for Proposals (RFP) to have the successful consultant enter into a Professional Services Contract with the City of Homer to provide the services outlined herein.

The following subjects are discussed in this RFP to assist in preparing a proposal.

- I. Introduction
- II. Project Overview
- III. Scope of Work
- IV. RFP General Requirements & Submittal Instructions
- V. Proposal Format & Content Requirements
- VI. Evaluation Criteria & Selection Process
- VII. Schedule

I. INTRODUCTION

The Homer Volunteer Fire Department (HVFD) has a history spanning over 60 years starting with the formation of a fire company in 1952. The department officially incorporated as Homer Volunteer Fire Department, Inc. in 1954 and the HVFD Auxiliary was founded in 1960 to support the department through various fundraising activities. The current fire hall was built through a city sales tax and constructed at its current location in 1981. In the 80's the first paid staff were hired and in 1990, the HVFD entered into an agreement to transfer operations to the City.

The City of Homer recognizes the critical role the HVFD plays in ensuring the safety and well-being of our community. As a blended department comprised of both volunteer and paid staff, the organization has long benefited from the dedication and service of its members. However, like many fire and EMS service agencies across the nation, the department is facing evolving challenges—most notably, a steady decline in volunteerism, increasing service demands, and the growing complexity of emergency response.

In light of these challenges, the City is seeking an independent, comprehensive operational audit of the fire department to assess department culture, current operations, internal policies and procedures, and overall service delivery. The intent is to ensure that the department is well-positioned to meet both present and future demands with a clear, sustainable model that reflects best practices in volunteer and staff hiring and retention, improved volunteer engagement, and emergency services management.

This operational audit will also seek to align departmental capabilities with the actual needs of the community, identify opportunities for improvement, and support the development of clear, modernized internal policies and procedures that strengthen organizational consistency, accountability, volunteer engagement and performance.

The HVFD scope of services include:

- Fire Services -Structural Fire Suppression, Motor Vehicle Firefighting, Wildland Firefighting, Marine Firefighting, Aircraft Rescue & Firefighting
- EMS -Basic and Advanced Life Support Ambulance Services
- Rescue Services -Vehicle Extrication, Rope Rescue, Water Rescue, Confined Space Rescue
- Hazardous Materials Operations
- Disaster Response and Management
- Public Education, Prevention and Preparedness
- Plan Reviews and Code Consultations
- Participation with Kachemak Emergency Services and Western Emergency Services through Intergovernmental Agreements.

II. PROJECT OVERVIEW

The expectation of this operational audit is to give city leaders a clear, data-driven picture of how effectively the fire department serves the community and where it can improve. The review will analyze response trends, Fire and EMS deployment, and training outcomes. It will also benchmark policies, procedures, and practices against industry standards, and scrutinize volunteer and career staffing models to propose an implementation roadmap if changes are warranted. It will also evaluate culture, recruitment, retention, promotions, discipline, and regulatory compliance; examine budgets, revenue streams, reserves, and equipment apparatus and facility needs; and conclude with a SWOT analysis that distills strengths, weaknesses, opportunities, and threats in the department. The audit will pinpoint operational gaps, fiscal challenges, and strategic opportunities, providing actionable recommendations to enhance service delivery and long-term sustainability.

III. SCOPE OF WORK

The selected consultant will be expected to provide the following deliverables as part of the project:

1. Project Kickoff Meeting

An initial meeting with city leadership and fire department representatives to confirm project scope, timeline, key contacts, and expectations.

2. Stakeholder Engagement Plan

A plan outlining how the consultant will gather input from key stakeholders, including fire department personnel (volunteer and career), city leadership, and community members.

3. Departmental Operational Audit

The operational audit will include:

- A review of current operations by conducting a data analysis of the past three years to identify trends, review the current deployment strategy for emergency calls, evaluate emergency medical service delivery and make recommendations on the level of EMS response appropriate for the community.
- A review of existing policies and procedures and evaluate them against industry best practices.

- A volunteer and staffing analysis by evaluating the coverage program and its effectiveness in meeting the demands of the department and the City. If changes are identified in the current volunteer and staffing model, a recommended roadmap for modifications and implementation plan will be provided.
 - A cultural assessment through an evaluation of the policies and practices applicable to the HVFD volunteers, staff, and leadership will be included along with an assessment of the volunteer and employees' record management system, recruiting and hiring practices, volunteer and employee retention programs, volunteer integration and support, the promotional process, the disciplinary process, and compliance with federal and state regulations.
 - An evaluation of the operational and capital budgets, and assessment of equipment, apparatus, and facility conditions and needs.
 - An evaluation of training over the past three years, training programs/curriculums, volunteer and staff certifications and professional development, and the training program, all while keeping in mind the size of the community and the department.
 - A SWOT Analysis, that documents an analysis of the department's strengths, weaknesses, opportunities, and threats.
4. **Recommendations Report**
The operational audit report should include clear, actionable recommendations prioritized by impact and feasibility from findings on:
- Operational improvements
 - Policy and procedural updates
 - Staffing models and recruitment strategies, both volunteer and paid
 - Culture of the department related to leadership, volunteers, and paid staff
 - Financial and budgetary practices, and equipment, apparatus and facility needs
 - Training programs
 - Long-term strategic planning and implementation
5. **Executive Summary**
A concise, non-technical summary suitable for presentation to elected officials, stakeholders, and the general public.
6. **Presentation of Findings**
At least one in-person or virtual presentation of key findings and recommendations to municipal leadership and fire department leadership.
7. **Final Report Submission**
A complete final report, including appendices and supporting documentation, in both editable (e.g., Word) and print-ready (PDF) formats.

IV. RFP GENERAL REQUIREMENTS & SUBMITTAL INSTRUCTIONS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals that do not address the items listed in this request may be considered incomplete and may be deemed non-responsive by the City.

- A. **There will be an optional Pre-Close RFP meeting/teleconference held via Zoom on _____** This will give all proposers involved the opportunity for questions/ answers with City Staff to ensure all

information is open and concise. Zoom meeting invitations will be sent to all qualified entities listed on the Plan Holder's List.

B. **All proposers must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.**

C. **Sealed proposals must be received by the City Clerk's Office at the address referenced below no later than 4:00 p.m. on _____.** The time of receipt will be determined by the City Clerk's time stamp. Proposals received after that time shall not be considered.

D. Proposers must submit one original and five (5) copies of the completed proposal in an opaque envelope marked as follows:

City of Homer 2025 RFP
Independent Evaluation of the Homer Volunteer Fire Department
date _____
Bidders Name and Address

E. Proposal submittals shall be delivered in person or mailed to:

City of Homer
City Clerk's Office
491 E. Pioneer Avenue
Homer, Alaska 99603

F. Proposals may be withdrawn by written, email, or facsimile notice received prior to the deadline for proposal submittal.

G. Inquiries must be received at least 10 days prior to the RFP submittal deadline. Copies of all written requests and replies will be forwarded to each Proposer on the Official Plan Holders List. Only formal, written responses to properly submitted questions will be binding.

H. Inquiries regarding the Scope of Work or clarification of the RFP must be directed in writing to:

Melissa Jacobsen, City Manager
491 E. Pioneer Avenue
Homer, Alaska 99603
Phone: (907) 299-9354
Email: citymanager@ci.homer.ak.us

I. General RFP and proposal submission inquiries must be directed in writing to:

City Clerk's Office
491 E. Pioneer Avenue
Homer, AK 99603
Phone: (907) 235-3130
Email: clerk@ci.homer.ak.us

V. PROPOSAL FORMAT & CONTENT REQUIREMENTS

For ease of evaluation, the proposal should be presented in a format that corresponds to and references/labels the sections outlined in this RFP. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP.

To be considered responsive, each proposal must include (at a minimum) the following:

A. Letter of Transmittal (one-page maximum): The transmittal letter shall briefly state the consultant's understanding of the City's request, make a positive commitment to provide the professional services specified, and give the name, title, address, and phone number of the person(s) authorized to make representations for the consultant. The letter shall be signed by a corporate officer or other individual who has the authority to bind the consultant.

B. Proposal Narrative: The proposal narrative must provide the following information:

1. Specify in detail the consultant's ability to fulfill the Scope of Work that has been outlined in this RFP, including any additional contractual requirements the consultant chooses to propose. Other items that must be included in the proposal:

- Standard, all-inclusive cost schedule that is to be used in this contract, including staff time per task, travel expenses, and incidentals. *Please include cost schedules with and without the optional site visit described in item 4 of the project scope.*
- Schedule – An outline of the anticipated schedule for completing the Scope of Work beginning with issuance of a notice to proceed to submitting the final work product.
- Insurance – Prior to commencement of work, the Proposer shall be required to provide proof of insurance and to keep it in full force and effect, at its own expense, the following minimum policy limits:
 - i. The City of Homer shall be named as additional insured during the project's duration.
 - ii. Worker's Compensation in accordance with the laws of the State of Alaska, and Employer's Liability Insurance with minimum limits of \$1,000,000/ \$1,000,000/ \$1,000,000.
 - iii. General Liability Insurance in an amount not less than \$1,000,000 per occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate for bodily injury or death and for property damage.
 - iv. Professional Liability with minimum limits of \$1,000,000 aggregate and each claim.
 - v. Automobile Liability Insurance covering owned, non-owned, or hired vehicles used by the consultant, with limits not less than \$1,000,000 combined single limit for bodily injury and property damage.

2. Proposed Project Manager and Team Members and Statement of Qualifications and Experience: This section shall introduce the project manager (Single Point of Contact) and members of the consultant that will be performing the work for this project. This section will cover the project team/consultant's qualifications for the proposed work and experience with similar projects. Full resumes are not required but can be included; 1-2 paragraphs on each member of the team will be sufficient.

3. Methods and Work Plan: Proposer will outline a work plan detailing the consultant's step-by-step procedures for accomplishing the Scope of Work and the City's objectives for this project.

4. References: List the names, titles, and phone numbers of at least three clients who obtained similar services from your consultant. Ideally, projects/contracts managed by the proposed project manager and completed by the proposed project team should be referenced.

VI. EVALUATION CRITERIA & SELECTION PROCESS

A. Evaluation Criteria

All proposals must meet the following minimum requirements.

Proposals will be evaluated on the following criteria and scored according to the point scale:

| Proposed Contract, Work Plan, and Cost | |
|---|-----------|
| • Consultant Overview and Qualifications | 15 points |
| • Project Understanding and approach | 20 points |
| • Work plan and timeline | 10 points |
| • EITHER prior work of this nature OR first-hand familiarity with local dynamics | 25 points |
| • Quality of 3 references. | 10 points |
| • Conformance with RFP requirements, including compliance and timely submission of all documents requested. | 5 points |
| • Cost | 5 points |
| Total Possible Points 90 | |

B. Selection Process

A selection committee comprised of two City Councilmembers, one Homer Volunteer Fire Department Captain, one active Homer Volunteer Fire Department Volunteer, and one member of the public will be confirmed by the Mayor to evaluate the proposals and make a recommendation to the City Manager and Homer City Council. If the Council approves, the City will offer the highest ranking Proposer an opportunity to negotiate a Contract.

Other Proposal selection terms, conditions, and exceptions:

- Evaluators may discuss factual knowledge of, and may investigate proposer's prior work experience and performance. This includes projects referenced in the proposal, available written evaluations, and contacted references that were listed or other persons knowledgeable of a proposer's past performance. Factors such as overall experience relative to the proposed contract, quality of work, cost control, and the ability to meet schedules may be addressed during the evaluation.
- This request for proposals is designed to be qualifications based, with cost playing a secondary role in the selection process. The City of Homer reserves the right to award a contract to the highest ranked consultant based solely on the written proposal or request oral interviews. The highest ranked proposer will be invited to enter into negotiations with the City of Homer for the purposes of contract award. If an agreement with any proposer cannot be reached, the next

highest ranked proposer may be contacted for negotiations. The City of Homer reserves the right to terminate contract negotiations with any proposer should it be in the City of Homer's best interest.

3. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
4. The City reserves the right to waive informalities and minor irregularities in proposals received. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
5. The City reserves the right to reject any and all proposals submitted and shall not be liable for any costs incurred by any proposer in response to this solicitation or for any work done prior to the issuance of a notice to proceed or signed contract.
6. Proposals will be kept confidential until contract is awarded, subject to law.

VII. RFP TIMELINE & AWARD SCHEDULE

These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to applicable proposers on the Plan Holders List.

| ACTIVITY | DATE/TIME |
|--|-------------------------------------|
| RFP Publish Dates | City of Homer Website Homer News |
| Optional Pre-Close Meeting | |
| Submittal Deadline for Proposals | |
| Evaluation Period and Proposal Selection | |
| Authority to Proceed by Homer City Council | |
| Contract Signing/Notice to Proceed | |
| Project Kickoff Meeting | |

VISTORS

AGENDA CALENDAR 2025

| Council Meeting Dates | Visitor Scheduled |
|------------------------------|---|
| Monday, January 13 | Senator Stevens |
| Monday, January 27 | |
| Monday, February 10 | Patty Relay Pratt Museum — Budget Appropriation Request |
| Monday, February 24 | |
| Monday, March 10 | |
| Monday, March 24 | South Peninsula Haven House |
| Monday, April 14 | HoWL Annual “Dirt Bag” Clean up Event — Todd Hineman Legislative Update Senator Stevens BDO USA LLP Bikky Shrestha |
| Monday, April 28 | Legislative Update (Rep/Sen)? Homer Harbor Expansion Status Update Japanese Club — Megumi Beams |
| Monday, May 12 | Safe & Healthy Kids Fair Presentation — Lisa Asselin-Martin KPEDD Presentation — Cassidi Cameron |
| Tuesday, May 27 | Representative Vance Legislative Update Homer Foundation Stacey Schultz Grant Reports Update |
| Monday, June 9 | South Florida University Presentation on Bridge Creek Watershed Study — Dr. Mark Rains, Dr. Kai Rains, Tyelyn Brigino University of South Florida Ecohydrology Research Group South Peninsula Hospital Presentation Derotha Ferraro and Ryan Smith |
| Monday, June 23 | |
| Monday, July 28 | |
| Monday, August 11 | |
| Monday, August 25 | |
| Monday, September 8 | |
| Monday, October 13 | |
| Monday, November 10 | |
| Monday, November 24 | |

WORKSESSION SPECIAL COW SCHEDULE

AGENDA CALENDAR 2025

| | |
|--|---|
| Monday, June 9 | Regular Meeting Public Hearing & FY26/FY27 Budget Ordinance Adoption |
| Monday, June 9 | COW—Visitor Presentation USF Bridge Creek Watershed Study |
| June 10th/11th Joint WS with PC | Draft Comp Plan Review |
| Monday, June 23 | Worksession on Lease Policy and Lease Code – Rescheduled from 5/27 |
| Monday, July 28 | |
| Monday, August 11 | COW Land Allocation Plan Presentation Julie Engebretsen 15 min. |
| Monday, August 25 | |
| Monday, September 8 | |
| Monday, September 22 | |
| Monday, October 13 | Certify Election Results, Swearing In of Councilmembers |
| Monday, October 27 | |
| Monday, November 10 | |
| Monday, November 24 | |

General Fund
Expenditure Report
Actuals through May 2025
92% Fiscal Year Elapsed

Current Fiscal Analysis

| | FY25 | FY25 YTD | |
|---|----------------------|----------------------|------------|
| | ADOPTED BUDGET | ACTUAL | |
| | | \$ | % |
| Revenues | | | |
| Property Taxes | \$ 4,225,672 | \$ 5,334,856 | 126% |
| Sales and Use Taxes | 9,296,032 | 8,077,623 | 87% |
| Permits and Licenses | 41,723 | 45,262 | 108% |
| Fines and Forfeitures | 8,381 | 3,102 | 37% |
| Use of Money | 0 | (13,018) | |
| Intergovernmental | 746,338 | 568,741 | 76% |
| Charges for Services | 445,762 | 560,521 | 126% |
| Other Revenues | - | 104,392 | |
| Airport | 202,406 | 191,361 | 95% |
| Operating Transfers | 1,568,082 | 20,710 | 1% |
| Total Revenues | \$ 16,534,397 | \$ 14,893,549 | 90% |
| Expenditures & Transfers | | | |
| Administration | \$ 2,201,751 | \$ 1,858,525 | 84% |
| Clerks/Council | 942,104 | 717,740 | 76% |
| Planning | 446,281 | 385,756 | 86% |
| Library | 1,126,251 | 1,003,026 | 89% |
| Finance | 948,850 | 765,448 | 81% |
| Fire | 1,973,062 | 1,643,539 | 83% |
| Police | 4,416,940 | 4,344,788 | 98% |
| Public Works | 3,663,001 | 2,840,352 | 78% |
| Airport | 239,580 | 198,663 | 83% |
| City Hall, HERC | 190,449 | 146,991 | 77% |
| Non-Departmental | 191,000 | 191,000 | 100% |
| Total Operating Expenditures | \$ 16,339,269 | \$ 14,095,828 | 86% |
| Transfer to Other Funds | | | |
| Leave Cash Out | \$ 178,375 | \$ - | 0% |
| Other | 6,752 | - | 0% |
| Total Transfer to Other Funds | \$ 185,128 | \$ - | 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 | \$ 16,534,397 | \$ 14,095,828 | 85% |
| Net Revenues Over (Under) Expenditures w/HART Roads Budget Transfer* | \$ 0 | \$ 797,720 | |
| | | \$ 1,502,643 | |

*Based off FY25 YTD Roads Maintenance Operating Expenses (\$704,923)

Water and Sewer Fund
Expenditure Report
Actuals through May 2025
92% Fiscal Year Elapsed

Current Fiscal Analysis

| | FY25 | | FY25 YTD | |
|--|---------------------|---------------------|-----------------|----------|
| | ADOPTED | | ACTUAL | |
| | BUDGET | | \$ | % |
| <u>Revenues</u> | | | | |
| Water Fund | \$ 2,494,551 | \$ 2,290,973 | 92% | |
| Sewer Fund | 2,213,812 | 1,853,505 | 84% | |
| Total Revenues | \$ 4,708,362 | \$ 4,144,478 | 88% | |
| <u>Expenditures & Transfers</u> | | | | |
| <u>Water</u> | | | | |
| Administration | \$ 350,977 | \$ 335,586 | 96% | |
| Treatment Plant | 726,654 | 597,814 | 82% | |
| System Testing | 36,000 | 27,200 | 76% | |
| Pump Stations | 123,793 | 88,681 | 72% | |
| Distribution System | 393,195 | 429,490 | 109% | |
| Reservoir | 19,191 | 10,645 | 55% | |
| Meters | 288,507 | 62,910 | 22% | |
| Hydrants | 214,868 | 190,594 | 89% | |
| <u>Sewer</u> | | | | |
| Administration | \$ 348,160 | \$ 320,919 | 92% | |
| Plant Operations | 938,779 | 704,311 | 75% | |
| System Testing | 18,000 | 14,675 | 82% | |
| Lift Stations | 230,206 | 197,645 | 86% | |
| Collection System | 378,085 | 306,672 | 81% | |
| Total Operating Expenditures | \$ 4,066,415 | \$ 3,287,143 | 81% | |
| Transfer to Other Funds | | | | |
| Leave Cash Out | \$ 12,216 | \$ - | 0% | |
| GF Admin Fees | - | - | 0% | |
| Other | 15,597 | - | 0% | |
| Total Transfer to Other Funds | \$ 27,813 | \$ - | 0% | |
| Transfers to CARMA | | | | |
| Water | \$ 325,376 | \$ - | 0% | |
| Sewer | 288,758 | - | 0% | |
| Total Transfer to CARMA Funds | \$ 614,134 | \$ - | 0% | |
| Total Expenditures & Transfers | \$ 4,708,362 | \$ 3,287,143 | 70% | |
| Net Revenues Over(Under) Expenditures | \$ 0 | \$ 857,335 | | |

Port and Harbor Fund
Expenditure Report
Actuals through May 2025
92% Fiscal Year Elapsed

Current Fiscal Analysis

| | FY25 | FY25 YTD | |
|--|---------------------------|---------------------|-------------|
| | ADOPTED BUDGET | ACTUAL | |
| | | \$ | % |
| <u>Revenues</u> | | | |
| Administration | \$ 640,736 | \$ 814,727 | 127% |
| Harbor | 4,045,337 | 4,118,659 | 102% |
| Pioneer Dock | 302,106 | 287,031 | 95% |
| Fish Dock | 578,477 | 635,510 | 110% |
| Deep Water Dock | 188,651 | 255,938 | 136% |
| Outfall Line | 4,800 | 4,800 | 100% |
| Fish Grinder | 7,390 | 6,460 | 87% |
| Load and Launch Ramp | 130,000 | 102,985 | 79% |
| Total Revenues | \$ 5,897,497 | \$ 6,226,111 | 106% |
| <u>Expenditures & Transfers</u> | | | |
| Administration | \$ 1,227,954 | \$ 1,085,558 | 88% |
| Harbor | 1,658,848 | 1,417,237 | 85% |
| Pioneer Dock | 89,120 | 88,349 | 99% |
| Fish Dock | 817,052 | 611,398 | 75% |
| Deep Water Dock | 107,656 | 116,891 | 109% |
| Outfall Line | 13,500 | 3,944 | 29% |
| Fish Grinder | 45,150 | 18,332 | 41% |
| Harbor Maintenance | 558,501 | 493,678 | 88% |
| Main Dock Maintenance | 54,546 | 44,748 | 82% |
| Deep Water Dock Maintenance | 65,046 | 54,816 | 84% |
| Load and Launch Ramp | 141,549 | 118,273 | 84% |
| Total Operating Expenditures | \$ 4,778,920 | \$ 4,053,222 | 85% |
| Transfer to Other Funds | | | |
| Leave Cash Out | \$ 49,513 | \$ - | 0% |
| GF Admin Fees | - | - | 0% |
| Debt Service | 0 | - | 0% |
| Other | 380,573 | - | 0% |
| Total Transfer to Other Funds | \$ 430,086 | \$ - | 0% |
| Transfers to Reserves | | | |
| Harbor | \$ 688,491 | \$ - | 0% |
| Load and Launch Ramp | - | - | 0% |
| Total Transfer to Reserves | \$ 688,491 | \$ - | 0% |
| Total Expenditures & Transfers | \$ 5,897,496 | \$ 4,053,222 | 69% |
| Net Revenues Over(Under) Expenditures | \$ 0 | \$ 2,172,889 | |



MEMORANDUM

Homer Accelerated Roads and Trails (HART) Policy Manual Review Update

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: June 18, 2025
From: Councilmembers Aderhold and Parsons

Introduction

Councilmembers Aderhold and Parsons met with Melissa Jacobsen, Julie Engebretsen, and Dan Kort on June 17, 2025, to discuss updates needed to the Homer Accelerated Roads and Trails (HART) policy manual. We followed a guiding outline preliminary edits to the HART policy manual Julie had prepared. This memo presents the topics we discussed to provide information and points of discussion for the full city council. The intent is for this group to meet to work through these and additional issues until we have what we believe is a final draft update. We would then present the draft to city council during a worksession for discussion and the draft would be presented to the Planning Commission and Parks, Art, Recreation, and Culture Advisory Commission (PARCAC) for their input before it comes to city council with a resolution for approval.

Policy topics

We are considering several policy topics.

1. Use of HART funds for state road projects:

The HART policy states it explicitly excludes state roads. However, some grant programs require a match, and some municipalities are beginning to offer matches for state progress to leverage road projects in their communities. This is a tool we should consider using on a case by case basis.

Recommendation: Emphasize the funds are for municipal roads and trails but may be used to leverage projects that include state roads with city council approval.

A good example of this approach is the Homer All Ages and Abilities Pathway Project (HAPP loop) that was funded by the Alaska Department of Transportation and Public Facilities with matching funds from the HART Roads fund. The HAPP loop will provide sidewalks and accessibility infrastructure on both state roads and municipal streets.

2. What will HART pay for as far as maintenance and equipment?

HART pays for staff time and materials to maintain roads and trails as called out in Ordinance 17-10(S)(A) and includes the procurement of road and trail maintenance

equipment and tools. In the past, the Council allowed the purchase of a Road Grader using this fund, however due to the cost of this equipment, a more recent attempt to use this fund for this sort of purchase was questioned and denied. Instead, the City is making payments on the grader at a cost to the general fund of \$71,000 interest over the life of the loan. If the HART fund had had enough cash (it may not have at the time) the City could have paid cash, which would have saved money and lessening the burden on the general fund for road obligations. We discussed that the current HART policy manual is unclear on whether equipment, particularly heavy equipment, purchases are allowed and that there was public pushback on the purchase of the grader using HART funds. Further, Ordinance 17-10(S)(A) is vague in its statement of “purchase of road and trail maintenance equipment and tools” as an approved use of HART funds. There is no statement that defines or excludes heavy equipment in this statement, which leads administration to believe HART can be used for this purpose.

Recommendation: Write a new section to spell out maintenance that HART pays for, and equipment eligibility. (Example: If the fund balance is “X”, HART funds may be used to purchase heavy equipment when the fund balance is adequate. Or, fleet reserves are the preferred funding source for rolling stock, but the HART funds may also be used as required to support road and trail maintenance).

This is a conversation for the full city council, including how the funds that are transferred from HART to the general fund for public works road and trail maintenance may be used.

Processes

The HART Policy Manual spells out some review processes, and some decision making processes.

1. When are HART policies reviewed and by whom?

From staff perspective, the historical purpose of reviewing the HART policies was to determine whether the cost share split between the City and landowners was working. At times the cost split has been very generous for landowners, to encourage them to participate in road upgrades. As funds were used and fund balance declined, the City changed the allocation so the landowners paid more and the HART fund less. Staff thinks looking at this cost split every 5-10 years would be more appropriate than annually and should be part of an overall policy on how the City reviews funds, rather than have this level of detail in the policy manual. Currently, the HART policy manual stipulates review by the Planning Commission annually, but that has not happened since the most recent iteration of the policy was adopted. Reviewing the policies annually or frequently just to review them does not serve a purpose and commission and staff time is better spent on other tasks.

Recommendation: Revise the text to state that the city council will review the HART policy manual as needed and may refer it to commissions as appropriate.

2. How do projects get nominated and approved for HART funding?

The current HART policy manual is silent on how the city council decides to fund road, sidewalk, and trail projects. Clarifying a way for projects to get funded would help manage the overall fund and not spend it down to an unhealthy level (see also Fund Management below). Ideas for project prioritization include projects in the Capital Improvement Plan and projects identified by public works in roads and trails financial plan. We also discussed the issue of “shiny objects”, funding the new thing that comes up, potentially to the detriment of valuable projects that have been on the list for a long time. Sometimes the “shiny object” projects are worthy projects, but there should be a way to evaluate these ideas against existing project plans. Another point of discussion included making sure city council is aware of the roads and trails financial plans; we discussed enacting annual presentations to council about roads and trails plans during the budgeting process. We also need to remember that the HART policy manual includes special assessment districts (SAD) and if a group of property owners approves a road improvement SAD, we need to be sure there is funding in HART to pay for the city’s portion of the project.

Recommendation: Add a section to the HART policy manual to provide information about project prioritization.

3. Sidewalk projects are expensive, and prioritization needs to be addressed.

Related to project prioritization in general, sidewalks particularly need a prioritization process. Sidewalks in Homer are expensive because of the need to move stormwater underground rather than have open ditches. Community members are reaching out to city staff asking for their existing street to receive a sidewalk. Where in the city does the city council want to prioritize sidewalks? Our main streets? Sides streets? Cul de sacs? How should this be outlined in the HART policy manual.

Recommendation: Within the project prioritization section of the HART policy manual, include a section on the types of city streets that will be prioritized for sidewalks.

4. Trail prioritization:

Trail projects are particularly prone to the “shiny object” issue. See item 2 above.

Fund management

Council has had general conversation about needing financial policies surrounding funds. The HART fund provides a great opportunity to work on a discreet fund.

1. Should there be a fund balance? If so, how much and how do we ensure cash flow for the annual transfer to the general fund?

The HART fund gained tax revenues for many years without much use. Recently, we have put the fund to great use to upgrade roads, build sidewalks, and improve trails. We have

also needed to tap the fund for emergency road repairs and unforeseen projects (e.g., Highland Drive). While no road SADs have passed recently, one could, and the city would need to set aside HART roads funds for the SAD. We discussed needing to establish a “floor” for the HART roads fund so that we maintain funds for emergency road repairs and future SADs. One method to manage for road SAD funding would be to have a policy to encumber funds as soon as a SAD passes.

Recommendation: Discuss establishing a floor for HART roads spending each year and what that should be.

2. Roads and trails maintenance funds transfer:

The annual transfer from the HART fund to the general fund is set in operating budget at the beginning of the fiscal year but the transfer does not occur until the end of the fiscal year. Current financial reporting does not provide accurate information regarding encumbrances and fund balance which makes it challenging for public works to manage projects.

Recommendation: Discuss methods to improve fund reporting to council and staff to better understand encumbrances and fund balance.

3. Revise city code language related to HART transfer to the general fund:

This is not a HART policy manual topic but is related to HART. The language in code related to the transfer to the general fund is written way that is confusing to staff, city council, and the public. Luckily, our finance director understands what the language means and transfers the funds appropriately, but the language needs to be clarified. This is on our list of things to do related to this process.

Recommendation:

Discuss the memo and provide thoughts and ideas for the HART policy manual review team to consider.