



# Agenda

## City Council Regular Meeting

Monday, April 28, 2025 at 6:00 PM

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

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**Homer City Hall**  
491 E. Pioneer Avenue  
Homer, Alaska 99603  
[www.cityofhomer-ak.gov](http://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

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### CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

### MAYORAL PROCLAMATIONS AND RECOGNITIONS

### PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

### RECONSIDERATION

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

- a. Homer City Council Regular Meeting Minutes of April 14, 2025. City Clerk. Recommend adoption.
- b. Resolution 25-034, A Resolution of the City Council of Homer, Alaska, Approving an Amendment to the Sublease between the City of Homer and Sterling Airways DBA Aleutian Airways for Counter Space at the Homer Airport Terminal and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommend adoption.

Memorandum CC-25-115 from Port Administrative Supervisor as backup.

- c. Resolution 25-035, A Resolution of the City Council of Homer, Alaska, Amending the Homer Public Library Policies and Procedures Manual. City Manager/Library Director. Recommend adoption.

Memorandum CC-25-116 from Library Director as backup.

- d. Resolution 25-036, A Resolution of the City Council of Homer, Alaska, Approving Dr. Tyler Haas as Medical Director to Lead in the Oversight and Medical Direction of the Homer Volunteer Fire

Department's Advanced Life Support (ALS) Ambulance Service and the Homer Police Department's Emergency Medical Dispatch Programs. City Manager. Recommend adoption.

Memorandum CC-25-117 from City Manager as backup.

e. Resolution 25-037, A Resolution of the City Council of Homer, Alaska, Extending Appreciation for our Friendship with Sister City Teshio, Hokkaido, Japan and Designating the Students and Chaperones Traveling to Teshio in May-June 2025, Official City of Homer Sister City Ambassadors. Venuti/Davis/Mayor. Recommend adoption.

f. Resolution 25-038, A Resolution of the City Council of Homer, Alaska, Approving a Sub-Lease Agreement between Happy Face, LLC and Uncle Thirsty's, LLC Occupying 1,166 Square Feet in the building located on the Property identified as T7S R13W Section 1 Seward Meridian HM0890034, 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-25-118 from Port Property Associate as backup.

g. Resolution 25-039, A Resolution of the City Council of Homer, Alaska, Approving a Sub-Lease between Happy Face, LLC and Southwest Alaska Pilots Association Occupying 3,696 Square Feet in the building located on the Property identified as T7S R13W Section 1 Seward Meridian HM0890034, 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-25-119 from Port Property Associate as backup.

h. Resolution 25-040, A Resolution of the City Council of Homer, Alaska, Approving a Sub-Lease between Happy Face, LLC and Spittoon, LLC Occupying 1,166 Square Feet in the building located on the Property identified at T7S R13W Section 1 Seward Meridian HM0890034, 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-25-120 from Port Property Associate as backup.

i. Resolution 25-041, A Resolution of the City Council of Homer, Alaska Requests, In the Interest of Pedestrian Safety, that the State of Alaska Department of Transportation and Public Facilities Modify Its Current Design for Reconstruction of that Portion of the Sterling Highway crossing the Diamond Creek Drainage to Include a Pedestrian Underpass and Multi-Use Pathway. Aderhold/Parsons. Recommend adoption.

Memorandum CC-25-121 from Councilmembers Aderhold and Parsons as backup.

j. Resolution 25-042, A Resolution of the City Council of Homer, Alaska, Acknowledging the Insufficiency of the Petition for the East Bunnell Avenue Road Reconstruction and Paving Improvements Special Assessment District. City Clerk. Recommend adoption.

Memorandum CC-25-122 from City Clerk as backup.

## **VISITORS**

- [a.](#) Homer Harbor Expansion Status Update
- b. Homer Japanese Club - Megumi Beams

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

- a. Special Meeting Report
- b. Worksession Report
- c. Committee of the Whole Report
- d. Mayor's Report
- e. Borough Report
- f. Planning Commission Report
- g. Library Advisory Board Report
  - [i.](#) Memorandum CC-25-124 from Library Advisory Board re: Proposed FY26/FY27 Budget Cuts - Library Staff Reductions
- h. Parks Art Recreation & Culture Advisory Commission Report
  - [i.](#) Memorandum CC-25-125 from Parks Art Recreation & Culture Advisory Commission re: Proposed FY26/FY27 Budget Recommendations and Staff Reductions

## **PUBLIC HEARING(S)**

- [a.](#) Ordinance 25-31, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating an Additional \$72,382 from the General Fund Unassigned Fund Balance for a Change Order to the Fuel Island Replacement Contract to also Include Underground Tank Removal. City Manager/Public Works Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-101 from the Public Works Director as backup.

- [b.](#) Ordinance 25-32, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating \$1,300 Additional Funding from the Port Reserves Fund for the Crane Eight Control System Replacement Project. City Manager/Port Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-102 from Port Director as backup.

- [c.](#) Ordinance 25-33, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating \$45,000 from the Port Reserves Fund for the Purpose of Installing Air Filled Floats to Refloat DD Float in System Four. City Manager/Port Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-103 from Port Director as backup.

- [d.](#) Ordinance 25-34, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating \$45,500 from the Port Reserves Fund for the Purpose of Replacing a Fender on the Deep Water Dock and Authorizing Single-Source Procurement. City Manager/Port Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-104 from Port Director as backup.

- [e.](#) Ordinance 25-35, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Re-Appropriating Alaska Department of Environmental Conservation (ADEC) Alaska Clean Water Action (ACWA) Grant Funds from the Beluga Slough Green Infrastructure Stormwater Treatment System Project to the Purchase of Hydroseeding Equipment. City Manager/Public Works Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-105 from Public Works Director as backup.

## **ORDINANCE(S)**

### **CITY MANAGER'S REPORT**

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

### **PENDING BUSINESS**

- [a.](#) Memorandum CC-25-123 from ADA Coordinator re: ADA Advisory Board Approved Draft Request for Information.

### **NEW BUSINESS**

### **RESOLUTIONS**

- [a.](#) Resolution 25-043, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule to Enact Special Event Fees. City Manager/Public Works Director.

Memorandum CC-25-127 from Public Works Director as backup.

### **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, May 12, 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.

Session 25-10 a Regular Meeting of the City Council of Homer, Alaska was called to order on Monday, April 14, 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.

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

**STAFF:** CITY MANAGER JACOBSEN  
CITY CLERK KRAUSE  
PORT DIRECTOR HAWKINS  
CHIEF TECHNOLOGY OFFICER JIRSA  
PUBLIC WORKS DIRECTOR KORT  
SPECIAL PROJECTS AND COMMUNICATIONS COORDINATOR CARROLL  
HR DIRECTOR BROWNING  
CITY PLANNER FOSTER  
RECREATION MANAGER ILLG  
CITY ATTORNEY GATTI  
POLICE CHIEF ROBL  
LIBRARY DIRECTOR BERRY

### **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. Councilmember Aderhold attended electronically. 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: **CONSENT AGENDA** Item h. Resolution 25-027 Approving Assignment of Ground Lease and Security Agreement between the City and Berth II, Inc. to Happy Face, LLC. Landscape Plan, **CITY MANAGER'S REPORT** Item a. City Manager's Report and Resolution 24-124(S) with corresponding backup as attachment and under **RESOLUTIONS** Item a. Resolution 25-026, Awarding the Contract for Federal Lobbyist Services. Substitute Resolution.

DAVIS/ERICKSON MOVED TO AMEND THE AGENDA TO HEAR THE LEGISLATIVE REPORT FROM SENATOR STEVENS.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Lord noted the agenda was approved and that Council Chambers was packed with people.

### **MAYORAL PROCLAMATIONS AND RECOGNITIONS**

### **PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA**

Mayor Lord invited the public to comment on items already on the agenda with the exception of the following:

- Ordinance 25-28, Un-appropriating \$268,605 of HART Roads Funds from the Ohlson Lane West Bunnell Avenue Reconstruction Project.
- Ordinance 25-29, Appropriating an Additional \$3,200 from the Homer Accelerated Roads and Trails (HART) Trails Fund for Change Order No. 1 to Kinney Engineering Task Order 24-01.
- Ordinance 25-30, Appropriating an Additional \$57,073.12 from HAWSP for the Purpose of Reimbursing Six Property Owners in the Bunnell Ave/Charles Way Special Assessment District for the Cost of E-One Lift Stations.

Connie Wolfolk, property manager, commented on Resolution 25-031 citing the damage that could occur to the businesses that would be affected by the project and the lack of notice to the business owners and property owners that this project was going forward. She encouraged City Council to postpone this project to the fall.

Linda Gorman, Homer Area Beekeepers and one of the founders of the group, provided the benefits to the beekeepers in the area and pollinators in general.

Michael Swoboda, city employee and vice chair of the employee committee, commented in support of Resolution 25-030 and spoke on the benefit to the employees that serve on-call and noting that this will bolster the incentive to retain those employees plus bringing the city rates to surrounding municipalities.

Paul Seaton, city resident, commented on Resolution 25-033 directing his comments to encourage consideration and allowing a Community Solar Project on these parcels.

Pat Case, city resident, commented on Resolution 25-031 in support noting that moving the project to August, in the rainy season does not work, he advocated for the benefits to the businesses when it will be completed and it is appropriate for the city to have those businesses become accessible to everyone as there are businesses that preclude people in wheelchairs or walkers.

Scott Livingston, owner of Wild Honey Bistro, expressed his opposition to Resolution 25-031 noting the lack of communication regarding the timing and urging City Council to postpone the project so that they can better prepare for the impact that it will have on the revenues of the business.

Alex Sweeny, business owner, AJ's Steak House and Driftwood Inn and RV Park, expressed comments in opposition to Resolution 25-031 requesting City Council postpone the project to allow the area businesses to better prepare, noting the financial impact that this project will have to their businesses and the lack of communication from the city on the status of the project.

Camden Doughty, city resident and employed by the Driftwood Inn, expressed comments supporting the value to the community of the operations of the business, how long it has been established and encouraged City Council to postpone Resolution 25-031. He then provided comments related to the seismic impacts and possible harm that the project will possibly do to the historic buildings and thus the businesses.

Kelly Swear, employed by the Driftwood Inn, commented on behalf of employees on Resolution 25-031 and were notified of the impact that this project will mean to their livelihood and homes. She noted the impacts that a construction project could have on their lives and encouraged the City to work with the business owners on a better plan one that protects the buildings and the people behind the businesses.

Tianna Hopper, manager at Wild Honey Bistro, commented on behalf of the employees of the business, regarding Resolution 25-031, expressing support for previous comments made noting that they are all looking to get as much out of tourism this summer as possible and if that gets impacted by construction they will lose what little they do get in the way tourist revenue, encouraging Council to hit the pause button so that they can plan for the impact and seek ways to resolve problems that come from the project.

Rick Vann, property owner, echoed sentiments regarding the lack of communication regarding Resolution 25-031 and the city not advising property owners until the past week that it was happening. He expressed comments on his current project and reiterated his displeasure at not being contacted by the City with updates on the project when they were told they would be.

Karen Shealy, business owner, expressed comments on Resolution 25-031 and the impact construction would put on her business, her recent improvements to her business with the intent to make up some of those costs during the summer season, urging Council to reconsider and postpone the project.

Connie Vann, city resident, expressed comments on Resolution 25-031 regarding the success of the project and that it could be more successful if they postponed it to allow more planning and communication so that construction will be less devastating to the businesses.

Mike Parrish, speaking on behalf of the Elks Lodge, past exalted ruler for the Lodge and current member of the Board of Directors, commented in support of Resolution 25-031 stating that the water and stormwater system could be impacted at any time by a good earthquake due to the age of the infrastructure. He continued by stating summer is known to be construction season in Alaska and postponement of the project would not change anything.

Patrick Houlihan, city employee, expressed support for Resolution 25-030 noting he was proud to serve the city by standing on call to clear snow from the airport or respond to a broken pipe or heating outage when needed but he believed it was time for the city to increase the rate to be competitive with other communities and noted the requirements of employees who serve on call.

Lillian Doughty, city resident and employee at the Driftwood Inn, expressed comments on Resolution 25-031, questioned if the city performed a full geotechnical review, imposing the liability responsibility on the Contractor with public outreach, following through on providing updates for the project that were made in 2022 to property owners/stakeholders and putting multiple businesses out of business by hurrying through this project.

Adrienne Sweeny, Innkeeper at the Driftwood Inn and co-owner of AJ's Steakhouse provided comments on Resolution 25-031 stating that they operate nine businesses across eleven lots in Old Town and noted it was not just a construction timeline at stake but the livelihood of their family, the employees and vital part of Homer's economy. She did not have opposition to the project but advocated for postponement citing irreparable and dire impacts to the survival of the businesses.

Stacy Stone, Attorney with Homeswell and Barcott, Offices in Anchorage and Kenai, property owner in Homer, representing the Sweeney Family and associated businesses, commented on Resolution 25-031 stated legal realities that come from the lack of considerations for traffic, pedestrian circulation, parking issues, noted the concerns expressed by Councilmember Aderhold in November 2024, support from the businesses for the project to go forward but urged the city to collaborate and make sure they are not harming the businesses by

legally compromising the city which would inevitably cost more than what is being saved rushing into this project.

## **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 March 24, 2025. City Clerk. Recommend adoption
- b. Memorandum CC-25-099 from Mayor re: Re-appointments of Marcia Kuszmaul to the Library Advisory Board. Recommend approval.
- c. Ordinance 25-31, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget Supplemental Appropriation of \$72,382 from the Public Works Capital Asset Repair and Maintenance Allowance (CARMA) Fund for a Change Order to the Fuel Island Replacement contract to also include Underground Tank Removal. City Manager/Public Works Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-101 from the Public Works Director as backup.

### **Moved to Ordinances item a.**

- d. Ordinance 25-32, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating \$1,300 Additional Funding from the Port Reserves Fund for the Crane Eight Control System Replacement Project. City Manager/Port Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-102 from Port Director as backup.

- e. Ordinance 25-33, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating \$45,000 From the Port Reserves Fund for the Purpose of Installing Air Filled Floats to Refloat DD Float in System Four. City Manager/Port Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-103 from Port Director as backup.

- f. Ordinance 25-34, An Ordinance of the City Council of Homer, Alaska Amending the FY25 Capital Budget by Appropriating \$45,500 from the Port Reserves Fund for the Purpose of Replacing a Fender on the Deep Water Dock and Authorizing Single-Source Procurement. City Manager/Port Director.

Memorandum CC-25-104 from Port Director as backup.

- g. Ordinance 25-35, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Re-appropriating Alaska Department of Environmental Conservation (ADEC) Alaska Clean Water Action (ACWA) Grant Funds from the Beluga Slough Green Infrastructure Stormwater Treatment System Project to the Purchase of Hydroseeding Equipment. City Manager/Public Works Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-105 from Public Works Director as backup.

h. Resolution 25-027 A Resolution of the City Council of Homer Alaska, Approving the Assignment of a Ground Lease and Security Agreement between the City and Berth II, Inc., for the Property with a Legal Description of T7S R13W Section 1 Seward Meridian HM0890034 Homer Spit Amended Lot 32, in the Homer Recording District, State of Alaska, also known as Kenai Peninsula Borough Parcel No. 18103432 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommend adoption.

Memorandum CC-25-107 from Port Property Associate as backup.

i. Resolution 25-029, A Resolution of the City Council of Homer, Alaska, Accepting the Fiscal Year 2024 Basic Financial Statements and Acknowledging the Management Letter Submitted by the City's Independent Auditor, BDO USA, LLP and Authorizing the City Manager to Execute the Financial Report. City Manager/Finance Director. Recommend adoption.

j. Resolution 25-031, A Resolution of the City Council of Homer, Alaska Awarding a Contract to East Road Services, Inc. of Homer, Alaska, in the Amount of \$2,064,000 for the Ohlson Lane West Bunnell Avenue Roadway and Water Improvement Project and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk. Recommend adoption.

Memorandum CC-25-110 from City Engineer as backup.

**Moved to Resolutions item d.**

k. Resolution 25-032, A Resolution of the City Council of Homer, Alaska, Authorizing the Issuance of a Task Order to Nelson Engineering, PC in the amount of \$63,412 for Bidding and Construction Assistance Services for the Ohlson Lane and W. Bunnell Avenue Road Reconstruction Project. City Manager/City Engineer. Recommend adoption.

Memorandum CC-25-111 from City Engineer as backup.

l. Resolution 25-033, A Resolution of the City Council of Homer, Alaska Approving a Contract to McSwain Appraisals, LLC in the Amount of \$12,000 to Provide Appraisal Services to Support the Kachemak Peatlands Project and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/City Engineer. Recommend adoption.

Memorandum CC-25-112 from City Engineer as backup.

**Moved to Resolutions item e.**

Mayor Lord requested the Clerk to read the Consent Agenda.

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

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

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

## VISITORS

### a. Legislative Report - Senator Gary Stevens

Mayor Lord invited Senator Stevens to provide his report.

Gary Stevens, Alaska State Senator expressed his appreciation to Council for allowing him to speak at this time and provided the Council with a report on legislative actions to date on the following:

- Education funding
  - House Bill 69 adding \$1000 to the Base Student Allocation
    - The Governor has stated that he will veto this Bill
    - A joint session is required to determine if the legislature will override the veto
      - A 2/3's vote (40 out of 60) would be required to override the veto
- Retirement Issues
  - Several Bills regarding the retirement system
  - Many workers leaving as there are better systems in other places
- Elections Issues
  - Updating the election process
    - Addressing issues only related to Alaska's unique situation
    - Counting Ballots as soon as they are received
  - Senate Bill 64 is in Senate Finance
- Energy Issues
- Loss of Federal Workers
  - NOAA
  - Social Security Administration
- Federal Budgetary Cuts
  - IMLS
  - Energy Projects related to Climate Change
  - Programs for People with Disabilities
  - Medicaid

Addressing New Revenue related to the following:

- Tax issues with oil companies
- E-commerce businesses corporate income tax
- Corporate Income Tax

### b. FY24 Audit Presentation - BDO USA PC, Bikky Shrestha

Mayor Lord introduced the item and provided an introduction to Mr. Shrestha noting he provided a more thorough review of the FY2024 Audit with a presentation at the Committee of the Whole.

Mr. Shrestha provided a summary review of the FY2024 Audit for Council and audience present. He touched on the following:

- The objective of the audit
- Completed in a timely manner

- Financial statements and report issued on March 31, 2025
- The responsibility of BDO USA, PC
- Accounting Practices, Policies Estimates and Significant Unusual Transactions
- Qualities of the City's Financial Reporting
- Corrected or uncorrected Misstatements
- Internal Control Over Financial Reporting
- Other Required Communications
- Independence

There was no questions from City Council.

Mayor Lord extended her appreciation to Mr. Shrestha, the City Manager and the Finance team for an excellent and timely completion of the 2024 Audit.

c. Homer Wilderness Leaders (HoWL) Presentation & Annual Dirt Bag Clean Up Event - Todd Hineman

Mayor Lord introduced the item by reading of the title and welcomed Todd Hineman and Libby Bushell

Todd Hineman and Libby Bushell provided a brief presentation on Homer Wilderness Leaders (HoWL) and their growth and work with area youth developing leadership skills, wilderness skills, and cleaning up the local roads and beaches, involvement with the local Native communities and accessibility for all ages and abilities.

Councilmember Venuti expressed appreciation for the great pictures. She questioned the costs to participate.

Ms. Bushell responded that they do work on a sliding scale and interested parties can send donations to the Homer Foundation.

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

a. Committee of the Whole Report

Councilmember Davis reported that Council had discussions on the following:

- Resolution 25-031 regarding written comments received
- Resolution 25-033 regarding appraisal services for the Kachemak Peatlands Project
- A more detailed and in-depth report and presentation on the FY2024 Audit
- A brief discussion due to time constraints on the proposed FY26/FY27 Budget

b. Mayor's Report

Mayor Lord noted the following:

- Traveled to Kodiak to attend a conference for her work
- Attended the Kachemak Rotary Club
  - Brazilian Exchange Student provided an overview on her activities
- Started a draft of all the clubs and activities available for people to engage in the community and look forward to completing that and having it available for the community. It will include activities in addition to what is shown on the City website through Community Recreation and the Library and the Chamber of Commerce.



- More details are included in her report found at <https://deskofthehomermayor.substack.com> and a link can also be found on the Mayor's webpage on the city website.

c. Borough Report

Assembly person Cooper provided a report on the following:

- Meeting in Seward on April 15, 2025
  - Budget for Services Areas on the eastern peninsula
- Citizen Initiative for Ballot Proposition to Hand Count Borough Election Ballots will be on the October ballot
  - if passed it would affect the 2026 Election
  - May have impacts to how the Borough conducts elections with the City of Homer
  - Resolution coming forward at future meeting regarding educating the public on this initiative
- Tourism Industry Working Group Meeting
  - Did not reach consensus on recommendations to send to the Assembly
  - Postponed for additional 30 days
- Homer has the distinction of being the most expensive place to live in Alaska
  - Property Assessments continue to increase
  - Seward and Homer have had tremendous increases
  - Borough does not have the authority to adjust property taxes the State of Alaska has the authority
  - Requesting a voluntary or optional tool to cap property tax assessments

d. Port and Harbor Advisory Commission Report

There was no report provided.

e. Economic Development Advisory Commission

Karin Marks, Chair reported on topics the Commission has addressed at their March and April meetings as follows:

- Explained there was a bit of mix-up in timing for the March report
- Reviewed the draft Comprehensive Plan in March and submitted a report to the consultant regarding City's role and community's goals recommending some of the community goals being included in the appendices
  - Document was not user friendly
  - Needed to be more concise
  - Use of Staff and Council time wisely with essential matters
- April meeting centered on receiving current information to determine what they should focus on next and received updates on the following:
  - South Peninsula Hospital's Childcare and Housing Projects
  - Cruise Ship and Bus Tours
- Commission appreciated being provided the opportunity to review the draft Comprehensive Plan to provide formal feedback and would appreciate the same consideration with the draft of Title 21 when ready so they can view it through an economic perspective.
  - Review of issues and projects through economic lens is valuable

- Encouraged Council to continue to use the Commission
- Announced the Kenai Peninsula Economic Development Industry Forum on April 24, 2025 at the Kenai Chamber of Commerce 9:00 a.m. to 4 p.m. and attendance can be done by Zoom too.
- f. American with Disabilities (ADA) Advisory Board

Boardmember Case reported that the Board addressed the following items at their April meeting:

- Attended his first meeting as a Boardmember
- Reviewed bylaws to address a few minor corrections
- Approved amending the meeting schedule to not meet in July and December
- Approved the draft Request for Information document to be resubmitted to Council for approval
- Endeavoring to recruit for the remaining vacancy, a parent of a child or in the younger demographic, to have more diversity on the board.
  - Amending meeting time to 4:30 p.m. to encourage applicants within the demographic.
- Discussion on the status of projects with grant funding relevant to accessibility

### **PUBLIC HEARING(S)**

a. Ordinance 25-28, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Unappropriating \$268,605 of Homer Accelerated Roads and Trails (HART) Roads Funds for the Ohlson Lane West Bunnell Avenue Reconstruction Project. City Manager/Public Works Director. Introduction March 24, 2025 Public Hearing and Second Reading April 14, 2025

Memorandum CC-25-091 from Public Works Director as backup.

Mayor Lord opened the public hearing for Ordinance 25-28.

Pat Case, city resident, expressed comments regarding returning the funds to the HART funds to be available for other projects.

Mayor Lord closed the Public Hearing and requested a motion.

DAVIS/VENUTI MOVED TO ADOPT ORDINANCE 25-28 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE. NON-OBJECTION UNANIMOUS CONSENT.

Motion carried.

b. Ordinance 25-29, An Ordinance of the City Council of Homer, Alaska Amending the FY25 Capital Budget by Appropriating an Additional \$3,200 from the Homer Accelerated Roads and Trails (HART) Trails Fund for Change Order No. 1 to Kinney Engineering Task Order 24-01 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Introduction March 24, 2025 Public Hearing and Second Reading April 14, 2025.

Memorandum CC-25-092 from Public Works Director as backup.

Mayor Lord opened the public hearing for Ordinance 25-29. Hearing and seeing no one interested in providing testimony, she closed the public hearing and requested a motion and second.

DAVIS/VENUTI MOVED TO ADOPT ORDINANCE 25-29 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE. NON-OBJECTION UNANIMOUS CONSENT.

Motion carried.

c. Ordinance 25-30, An Ordinance of the City Council of Homer, Alaska Amending the FY25 Capital Budget by Appropriating an Additional \$57,073.12 from the Homer Accelerated Water and Sewer Program (HAWSP) for the Purpose of Reimbursing Six Property Owners in the Bunnell Ave/Charles Way Special Assessment District for the Cost of E-One Lift Stations. Aderhold/Hansen. Introduction March 24, 2025 Public Hearing and Second Reading April 14, 2025.

Memorandum CC-25-093 from City Manager as backup.

Mayor Lord opened the public hearing for Ordinance 25-29. Hearing and seeing no one interested in providing testimony, she closed the public hearing and requested a motion and second.

DAVIS/VENUTI MOVED TO ADOPT ORDINANCE 25-30 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE. NON-OBJECTION UNANIMOUS CONSENT.

Motion carried.

#### **ORDINANCE(S)**

- a. Ordinance 25-31, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget Supplemental Appropriation Appropriating of \$72,382 from the Public Works Capital Asset Repair and Maintenance Allowance (CARMA) Fund for a Change Order to the Fuel Island Replacement contract to also include Underground Tank Removal. City Manager/Public Works Director. Introduction April 14, 2025 Public Hearing and Second Reading April 28, 2025.

Memorandum CC-25-101 from the Public Works Director as backup.

Mayor Lord introduced the topic by reading of the title and requested a motion and second to introduce Ordinance 25-31.

DAVIS/VENUTI MOVED TO INTRODUCE ORDINANCE 25-31 BY READING OF TITLE ONLY.

There was a brief discussion on the funding source since the memorandum and ordinance title stated different sources. Clarification was provided by the City Manager noting that the title to the Ordinance provided in the packet was correct and the memorandum and agenda will be corrected to reflect the right verbiage for the next meeting. The ordinance title should be the following:

*An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating an Additional \$72,382 from the General Fund Unassigned Fund Balance for a Change Order to the Fuel Island Replacement Contract to also Include Underground Tank Removal.*

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Lord noted for the record that the ordinance was introduced and will be brought back for public hearing at the next meeting.

### **CITY MANAGER'S REPORT**

a. City Manager's Report

- Title 21 Re-write Update from Agnew::Beck
- CIRCAC Update from the Board of Directors
- April Employee Anniversaries
- Resolution 24-124(S)
- Tourism Industry Working Group Report

City Manager Jacobsen noted her report was included in the supplemental packet and facilitated discussion on the following:

- Status of the Homer Volunteer Fire Department Report
  - Removal of confidential or identifying information is taking more time than initially realized was needed due to the content and the intent is not to make errors
- Continued monitoring of Highland Drive situation which is still limited to one lane of traffic with 50% load capacity. She noted the possible closure of the road in the near future.
- Tourism Industry Working group draft report
- Proposed FY26/FY27 Budget Binder review
  - Estimated Revenue Projections
  - Combined Expenditures
    - Individual Department Budgets Breakdowns
      - Budget Narratives – drafts
        - Finance Director will provide grafts for the final budget document
  - Personnel Staffing starts on page 93
    - Provides historical information from FY 2023
  - Capital Asset Repair Maintenance Allowance Balance Report
  - Capital Projects Requested by Departments
    - General Fund, Water & Sewer and Port & Harbor
    - Still in process on determining the priorities within those requests to make recommendations and include in transfers required to fund those capital projects

Mayor Lord requested the materials to be provided on the website. She then requested Council to determine how they wanted to proceed with discussions on the materials noting that the narratives assist Council seeing Administration's perspective.

Mayor Lord acknowledged the following points:

- that this will be a difficult budget for Council, the toughest since 2017
- Council's feedback on budget priorities and budget reductions so it is standardized

- Working together with the City Manager and Community on bringing forward the best budget
- Commitment of having additional worksessions

Discussion was facilitated by the City Manager and Mayor on the following:

- Councilmember individual meetings with the City Manager
- Process and procedures for making amendments to the proposed budget
  - Forms
  - Processes for amending the Operating Budget and Capital Budget
    - Budget required to cover operating and maintenance costs
    - Previously Council has not been involved directly with the Operating Budget amendments focused on the Capital Budget
- Proposed budget reflects needs and some wants
  - Making sure that what is included in the budget is a requirement not a “want”
  - Department did a good job presenting required items only and cutting where they could
  - Reviewing capital requests taking some time and are not included in this document presented
  - Additional Requests for Personnel are through the operating budget and were included
- Final draft of the Biennial Budget will be presented by the deadline of May 16<sup>th</sup> which by Homer City Code requires the draft budget to be presented to Council by the third Friday in May
- ADA Compliance at the airport and grant availability
- Receiving input from Council on funding city needs from the unassigned fund balance
- Council expressed appreciation on the status update on Federal Funding changes
- Scheduling a worksession for the April 28, 2025 worksession at 4:00 p.m.
  - Moving a Special Meeting to 3:00 p.m. for Executive Session
  - Strategic Doing worksessions were requested for the second meetings of the month
    - Tuesday May 27<sup>th</sup> there is a worksession on Lease Policy and Lease Code with Port & Harbor Staff
    - Budget can be included in the Strategic Doing as it is top priority
    - Majority of Council were fine with scheduling on or off cycle Mondays, preference for later in the day, for worksessions.
      - Meetings at 3:00 p.m. can be a bit difficult for those Councilmembers who work but with ample prior notice can accommodate the earlier meeting time of 3:00 p.m.
  - Desire to have conducive focused worksessions
  - Scheduling off cycle Budget meetings for May with the next worksession scheduled for April 28<sup>th</sup>
    - Councilmember Erickson will be absent from the April 28<sup>th</sup> meeting

Mayor Lord called for a recess of five minutes at 7:51 p.m. The meeting was called back to order at 7:56 p.m.

## PENDING BUSINESS

- a. Ordinance 25-11(S)(A), An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 21.90 Administration and Enforcement to Direct Appeals to the Office of Administrative Hearings or a Hearing Officer Appointed by the City Manager. City Manager. Introduced February 10, 2025, Public Hearing on February 24, 2025 Postponed to March 10, 2025 Referred to Planning Commission March 19, 2025 Second & Final Reading April 14, 2025

Memorandum CC-25-106 from City Planner as backup.  
Memorandum CC-25-075 from Acting City Manager as backup.  
Memorandum CC-25-043 from Community Development Director as backup.

Mayor Lord introduced the item by reading of the title noting this Ordinance was Introduced on February 10th, a Public Hearing was held on February 24th, a Substitute Ordinance was adopted, then amended and was postponed, and referred to the Planning Commission for Public Hearing. The Planning Commission held a public hearing at their March 19th regular meeting and provided recommendations via Memorandum CC-25-106. It is before the Council tonight with the following motion on the table:

ADERHOLD/VENUTI MOVE TO SUBSTITUTE ORDINANCE 25-11 WITH ORDINANCE 25-11(S) BY READING OF TITLE ONLY.

Mayor Lord opened the floor for additional discussion or motions.

DAVIS/VENUTI MOVED TO AMEND ORDINANCE 25-11(S)(A) TO 30 DAYS ON LINES 113-114

There was brief discussion regarding the impact to moving the timeline to thirty days and how the delay would impact the other party, while consideration can be provided to allow time to file appeals, this does relate to enforcement orders, and it was argued that it may be better with a shorter timeline.

VENUTI/ERICKSON MOVED TO AMEND THE MOTION TO REFLECT 15 DAYS ON LINES 113-114.

Further points were made on providing consistency noting that within Homer City Code 15 days was stated in other sections. City Council requested Planning to provide data on prior appeals and timing on filing those appeals for a future City Manager's Report.

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

Motion carried.

There was no further discussion.

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

Motion carried.

Mayor Lord stated that Ordinance 25-11(S)(A-2) was adopted as amended.

## **NEW BUSINESS**

a. Memorandum CC-25-100 from Mayor re: 2025 Council Projects & Initiatives

Mayor Lord reviewed her memorandum and the attached spreadsheet. She facilitated discussion on the following:

- purpose of the task, special projects and goals on top of the normal day to day operations of the city.

- Having everyone on the same page.
- City Council review the spreadsheet provided
  - Acknowledged that it was not inclusive, as it did not contain the prior items.
  - What might be relevant now as far as timelines
    - Some items listed ranged from 1-2 years
    - Some projects more involved
    - Add timelines to list
- City Council rank the projects and tasks
  - Provide What would success look like for each project of task
  - Provide or rank priority order
  - Consideration if a refresher is required, background needed?
  - General Information on what the project or task pertains to
- Schedule regular worksessions to focus in on the listing
- Clear communication is required for everyone inclusive of the Council, Staff and Community
- Council to work on prioritization and questions, results and get those to the Clerk who will compile and distribute.

## RESOLUTIONS

- a. Resolution 25-026, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for Federal Lobbyist Services to a Firm to be Named in the Amount to be Determined and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Clerk.

Memorandum CC-25-098 from Selection Committee as backup.

Resolution 25-026(S), A Resolution of the City Council of Homer, Alaska, Awarding the Contract for the Federal Lobbyist Services to The Ferguson Group of Washington, D.C. in the Amount of \$65,000 and Authorizes the City Manager to Negotiate and Execute the Appropriate Documents. City Clerk.

Mayor Lord introduced the item by reading of the title and request a motion or discussion.

DAVIS/VENUTI MOVED TO ADOPT RESOLUTION 25-026 BY READING OF TITLE ONLY.

Mayor Lord requested a motion to substitute.

DAVIS/VENUTI MOVED TO SUBSTITUTE RESOLUTION 25-026(S) FOR RESOLUTION 25-026 BY READING OF THE TITLE.

City Manager Jacobsen noted the memorandum in the Supplemental Packet and reported that the Selection Committee reviewed and scored six proposals, interviewed 3, and highlighted the funding needed to continue the relationship and the requirement of Budget amendment.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- b. Resolution 25-028, A Resolution of the City Council of Homer, Alaska, Supporting the Efforts of the Homer Area Beekeepers Association to Promote “No Mow May” for the Protection of Pollinators. Davis/Erickson.

Memorandum CC-25-113 from Homer Area Beekeepers (HABA) as backup.

Mayor Lord introduced the topic by reading of the title and requested a motion or discussion.

DAVIS/ERICKSON MOVED TO ADOPT RESOLUTION 25-028 BY READING OF TITLE ONLY.

Discussion on the following points:

- HABA coming through with this resolution
- dandelions only flower for 10 days to 2 weeks
  - Value to pollinators to not mowing the areas
- Contacting the Kenai Peninsula Borough and sending them the Resolution was requested
- There are signs available for residents from HABA; and
- City is Planting pollinator gardens.

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 Sections 5.8 Shift Pay and 5.14 On Call Pay. City Manager/HR Director.

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

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

Mayor Lord introduced the item by reading of the title and request a motion or discussion.

DAVIS/VENUTI MOVED TO ADOPT RESOLUTION 25-030 BY READING OF TITLE ONLY.

There was a brief discussion on how this affect the budget and concerns expressed on the impacts and the City Manager recommended postponement to follow the budget ordinance and provided clarification on the process stating that the Resolution would be on the agenda when the budget ordinance is on the agenda similar to the Resolution for the Fee Schedule typically follows the Budget ordinance.

ERICKSON/VENUTI MOVED TO POSTPONE RESOLUTION 25-030 TO FOLLOW THE BUDGET ORDINANCE.

There was no further discussion.



VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- d. Resolution 25-031, A Resolution of the City Council of Homer, Alaska Awarding a Contract to East Road Services, Inc. of Homer, Alaska, in the Amount of \$2,064,000 for the Ohlson Lane West Bunnell Avenue Roadway and Water Improvement Project and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk. Recommend adoption.

Memorandum CC-25-110 from City Engineer as backup.

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

DAVIS/VENUTI MOVED TO ADOPT RESOLUTION 25-031 BY READING OF TITLE ONLY.

There was a brief acknowledgement from Mayor Lord noting the public comment received, and bringing forward questions.

City Manager Jacobsen reported speaking with the Public Works Director regarding additional public input and Public Works Director Kort reported speaking with members of the community on several occasions.

DAVIS/MOVED TO POSTPONE RESOLUTION 25-031

The postponement failed for the lack of a second.

Additional discussion ensued on the following points:

- City Attorney noted opportunity for the City Manager to negotiate with the contractor
- System failures of the water
- Working cooperatively to address the business owners concerns
- Resolution fails the project is dead
- A no vote would require valid reason
- Emergency actions needed would fall on the City of Homer
- This is relating awarding a contract

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- e. Resolution 25-033, A Resolution of the City Council of Homer, Alaska Approving a Contract to McSwain Appraisals, LLC in the Amount of \$12,000 to Provide Appraisal Services to Support the Kachemak Peatlands Project and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/City Engineer. Recommend adoption.

Memorandum CC-25-112 from City Engineer as backup.

Mayor Lord introduced the item by reading of the title and request a motion or discussion.

DAVIS/VENUTI MOVED TO ADOPT RESOLUTION 25-033 BY READING OF TITLE ONLY.

Discussion was facilitated by the City Manager covering the following points:

- The need for new appraisals of these parcels
- Memo providing the history of the funding for the project

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

### **COMMENTS OF THE AUDIENCE**

Stacy Stone apologized for trying to raise a point of personal privilege and reported that they reached out to the Contractor and have a meeting with them at 1:30 p.m. on Tuesday, April 15, 2025 on site. She reiterated that the goal was collaboration and time was of the essence.

Adrienne Sweeney, commented that they love East Road Services, they do wonderful work and commented on the collaborative goal but still believed the city was throwing the contractor under the bus by transferring liability to them.

David Duke, President of Baywatch Condominium Association and resident of Old Town thanked Council for approving the Resolution noting the need for the project and working together they can be successful.

Scott Livingston agreed with the comments previously stated and wanted to emphasize that the problem was created by the City with the lack of communication.

Tara Hueper provided comments on conditions and actions at the Homer Fire Department and wanted to encourage Council to consider various recommendations.

Michael Swoboda, provided comments on the importance to employee morale with increasing the on call pay and the rate being stagnant for more than 20 years and the requirement of time by the employee to be available 24/7.

Pat Case, provided comments on his experiences attending the public meeting in 2022 on the Ohlson Lane West Bunnell Avenue project and the required accessibility improvements and communication efforts needed.

Gary Kolisha (sp) commented on his experience as a longtime volunteer for the Homer Fire Department, what it meant to many of the volunteers, the impact of the changes and provided recommendations for Council consideration going forward.

### **COMMENTS OF THE CITY ATTORNEY**

City Attorney Gatti has no comments.

### **COMMENTS OF THE CITY CLERK**

City Clerk Krause announced the current vacancies for the ADA Advisory Board and EDC Student Representative seat.

#### **COMMENTS OF THE CITY MANAGER**

City Manager Jacobsen had no further comments

#### **COMMENTS OF THE MAYOR**

Mayor Lord commented on the hiring of Eric Peterson as Homer High School Principal, on the upcoming track meeting in Homer, attending a field trip to the Tiglax vessel and gave a shout out to the Alaska Maritime Refuge employees.

#### **COMMENTS OF THE CITY COUNCIL**

Councilmember Venuti wished everyone a Happy Easter, commented on the upcoming track meeting in Homer cautioning drivers on watching for those pedestrians, echoing the congratulations to Eric Peterson, mentioned the field trips that schools plan to normally come down and visit Homer at this time of year, expressed her appreciation for Councilmember Aderhold to attend the meeting for non-profits in Anchorage and looking forward to No Mow May.

Councilmember Parsons had no additional comments.

Councilmember Aderhold expressed her appreciation for all the public attendance at the meeting.

Councilmember Davis had no additional comments.

Councilmember Erickson commented in regards to the public statements on the Old Town Project relating her experiences over the summer season last year with the asphalt production and burning in the dump that created such a stench and working with East Road Services on a recent project over the winter. She then commented that Homer Communications on Facebook was a great read, former Spit Rats, if people who visit Homer are not paying their way, then the city pays and sometimes people forget the other side of the story.

Councilmember Hansen commended people for coming to the meeting and speaking on uncomfortable subjects and acknowledged the lack of communication on all levels and it happens throughout the city, as she has experienced it first hand and encouraged patience and understanding to all parties involved.

#### **ADJOURNMENT**

Mayor Lord adjourned the meeting at 9:46 p.m. The next Regular Meeting is Monday, April 28, 2025 at 6:00 p.m., Committee of the Whole at 5:00 p.m. A Special Meeting at 3:00 p.m. A Worksession at 4:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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RENEE KRAUSE, MMC, CITY CLERK

APPROVED: \_\_\_\_\_



# MEMORANDUM

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**Resolution 25-034, A Resolution of the City Council of Homer, Alaska Approving an Amendment to the Sublease between the City of Homer and Sterling Airways DBA Aleutian Airways for Counter Space at the Homer Airport Terminal and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director.**

**Item Type:** Back Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** April 17, 2025  
**From:** Amy Woodruff, Administrative Supervisor  
**Through:** Melissa Jacobsen, City Manager  
Bryan Hawkins, Port Director

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Brian Whilden of Sterling Airways DBA Aleutian Airways (Aleutian) reached out to the City in March of 2024 to ask whether Aleutian's sublease could be amended to relocate their counter space to an area recently vacated by Ravn Airlines because "The visibility is much better where they were." With this change, customers will easily be able to orient themselves to the Aleutian counter upon arrival to the terminal.

Aleutian is in good standing with the City, and the change does not meaningfully change the square footage occupied by Aleutian, so City staff support making this amendment to facilitate commerce for the remaining airline providing regular passenger flights between Homer and Anchorage.

**Recommendation:**

Approve Resolution 25-034

**Attachment:**

Proposed Amendment to Exhibit A, Description of Subleased Premises

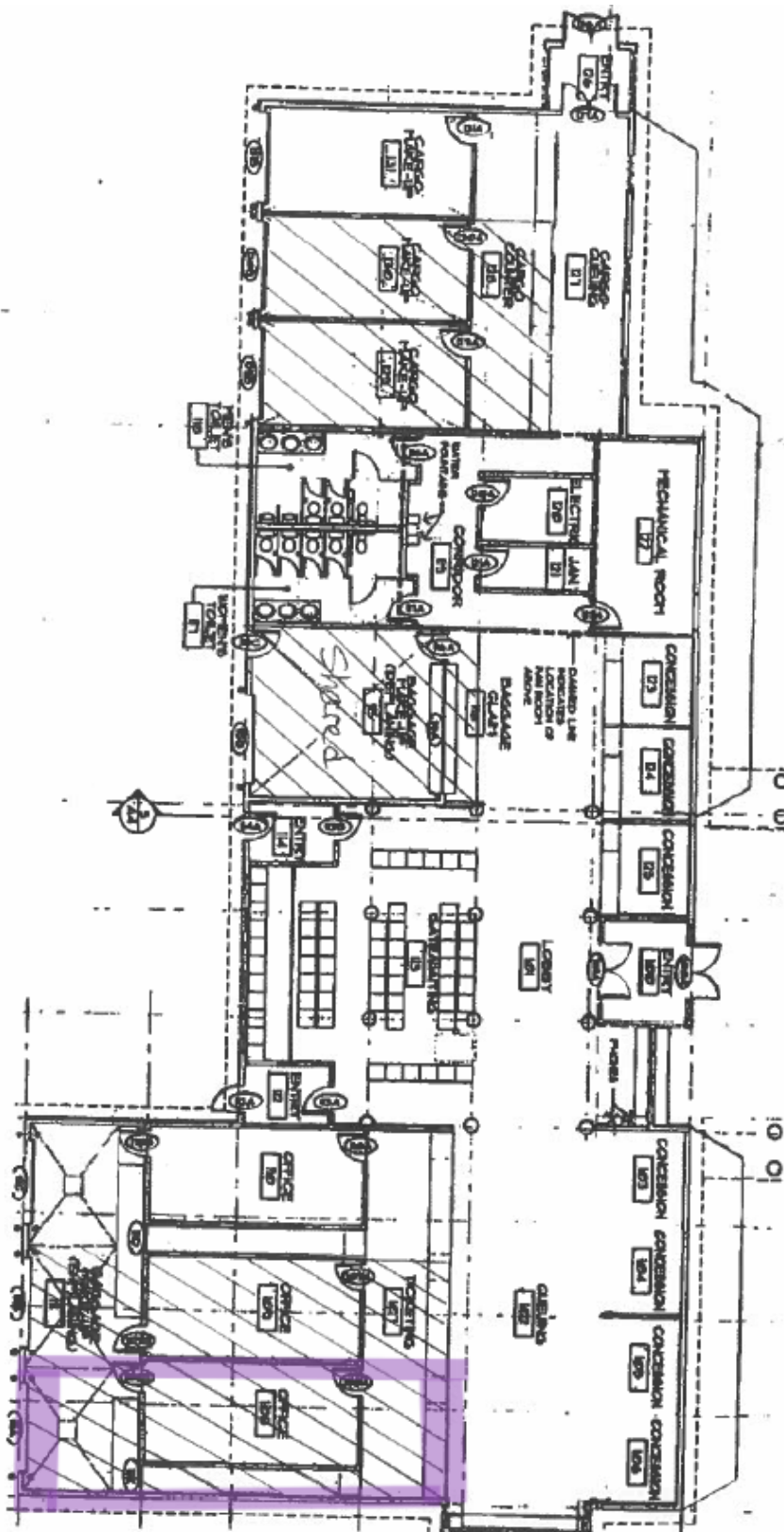
## EXHIBIT A

### DESCRIPTION OF SUBLEASED PREMISES

The description of the Leased Premises is as follows:

Office and ticket area ~~#110~~ **#108** with baggage make-up area (enplaning) directly behind office area ~~#110~~ **#108**. One-third of the baggage make-up area (deplaning) #115. Counter Cargo make –up area #131 directly behind office and ticket area ~~#110~~ **#108**. Total area consisting of 1,117 square feet, in the Homer Airport Terminal Building, Homer Airport located in Township 6S, Range 13W, Seward Meridian, Section 21, Homer recording District, Homer, Alaska, all situated on Lot 5A, Block 800, HOMER AIRPORT TRACTS according to the official plats on file with the State of Alaska, Department of Transportation and Public Facilities, Division of Aviation. The attached drawings depict the Premises being subleased (shaded in purple) along with the common areas of the Building that are used by other sublessees and the Sublessor.

City of Homer  
Airport Terminal Floor Plan



**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**RESOLUTION 25-034**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
APPROVING AN AMENDMENT TO THE SUBLEASE BETWEEN THE  
CITY OF HOMER AND STERLING AIRWAYS DBA ALEUTIAN AIRWAYS  
FOR COUNTER SPACE AT THE HOMER AIRPORT TERMINAL AND  
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE  
THE APPROPRIATE DOCUMENTS

WHEREAS, Sterling Airways DBA Aleutian Airways is a subtenant of the City's lease with  
the State of Alaska for the Airport Terminal; and

WHEREAS, Aleutian Airways is in good standing with their sublease and submitted a  
request to relocate to a newly vacated ticket counter in the airport terminal; and

WHEREAS, The requested location change does not meaningfully change the square  
footage of the leased area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby  
approves an amendment to the sublease between the City of Homer and Sterling Airways DBA  
Aleutian Airways for counter space at the Homer Airport Terminal.

PASSED AND ADOPTED by the Homer City Council this 28th day of April, 2025.

CITY OF HOMER

\_\_\_\_\_  
RACHEL LORD, MAYOR

ATTEST:

\_\_\_\_\_  
RENEE KRAUSE, MMC, CITY CLERK

Fiscal Note: None.





# MEMORANDUM

## Resolution 25-035, A Resolution of the City Council of Homer, Alaska, Amending the Homer Public Library Policies and Procedures Manual. City Manager/Library Director.

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

The Library Advisory Board (LAB) considers revisions to library policies each spring. The Policy Manual was completely rewritten during 2023, so the proposed revisions this year are fairly minor. At the meetings in February, March, and April LAB members discussed the changes below and voted to accept them all.

Page	Revised Text	Rationale
<b>31: Conference Room</b>	<b>The individual making the reservation must be age 18 or older.</b>	The responsibility for reserving and looking after the meeting room should logically fall on an adult.
<b>33: Overdue Materials</b>	Patrons with large delinquencies <del>will</del> <b>may</b> be referred to a collection agency and <del>will</del> <b>may</b> be charged an additional administration fee, as well as all collection agency fees.	Gives library staff more discretion to negotiate with patrons. Staff would always prefer to get materials back rather than collect payments, and collection agencies are not always successful in tracking down patrons.
<b>43: Fish Plaque</b>	<del>Recognizes all financial donations during the preceding year, not only those given to the endowment funds.</del> <b>Recognizes donors who contribute the requisite amount to either of the endowment funds.</b>	Between the library and the Friends of the Library, tracking all donations has proven a difficult administrative task. Tracking only donations made to the endowment funds is simpler (since the Homer Foundation does the work), and

		focuses the Fish Wall on recognizing long-term financial support.
<b>47: Library Cards</b>	<b>Library cards that have been in “expired” status for seven years or more will be deleted from the system.</b>	Library records currently include many cards that have not been used in years, and these patrons are unlikely to return. Deleting these accounts cleans up the recordkeeping, provides more accurate statistics, and allows staff to concentrate on active patrons.
<b>60: Study Rooms</b>	<p>Identification:</p> <ul style="list-style-type: none"> <li>One member of a group must agree to be responsible for the use of the room, and must check in at the front desk. Staff will hold the responsible person’s photo ID (or library card if the individual does not have a driver’s license or state ID card) while the group is using the room.</li> <li>Patrons taking proctored exams are not required to leave ID at the front desk.</li> </ul> <p>Furniture is not to be removed from nor added to the room.</p>	<p>The practice of requiring patrons to leave identification at the front desk for a room checkout has caused endless problems, with patrons frequently forgetting their IDs. Staff have trialed a process that involves issuing patrons with a “room token” on a lanyard and only requiring a name for recordkeeping. This has worked much better.</p> <p>Policing the movement of furniture consumes staff time that might be better used elsewhere.</p>
<b>68-69: Relevant Laws</b>	<b>[List of relevant case law is new.]</b>	LAB members generally felt that the process for materials reconsideration was strong, but that adding references to existing case law would help future LABs avoid legal problems. All these cases apply to disputes over what materials are acceptable in a public institution. The citations were provided by Board Member Haas and City Attorney Gatti’s office.

<b>91-95: Materials Reconsideration: Compendium of Selected Library Cases</b>	<b>[This entire appendix is new.]</b>	City Attorney Gatti's office expanded on the citations from Board Member Haas and included some additional cases.
<b>96-97: Materials Reconsideration: Standard of Review</b>	<b>[This entire appendix is new.]</b>	Board Member Haas provided explanation and summary of the court cases mentioned above. The appendix offers simple guidance for non-lawyers.

**Recommendation:**

Adopt Resolution 25-035 approving the revised library policies.

**Attachments:**

Revised Library Policies Manual—4/17/25

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Library Director

**RESOLUTION 25-035**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE POLICY MANUAL OF THE HOMER PUBLIC  
LIBRARY.

WHEREAS, During February, March, and April of 2025 the Library Advisory Board reviewed the Policy Manual for the Homer Public Library; and

WHEREAS, Board members and library staff suggested several changes to the existing document; and

WHEREAS, After extensive public debate and discussion, including feedback from the City's legal counsel, the Board finalized the text of the proposed revisions and unanimously recommends adopting them; and

WHEREAS, A memorandum explaining and summarizing the changes is attached, together with the complete text of the revised Policy Manual.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby amends the Policy Manual for the Homer Public Library to reflect the changes recommended by the Library Advisory Board.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 28th day of April, 2025.

CITY OF HOMER

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RACHEL LORD, MAYOR

ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

Fiscal Information: N/A



DRAFT

# HOMER PUBLIC LIBRARY

## Policies and Procedures

April 2025

David Berry

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## Purpose and Introduction

### PURPOSE

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This document fulfills the following purposes:

- To define the purpose and mission of the Homer Public Library
- To define the responsibilities of staff towards patrons and the broader community
- To define the responsibilities of patrons towards one another
- To define the responsibilities of all parties towards the collections, equipment and physical facilities of the library.

### INTRODUCTION

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The library is, first and foremost, a public facility for use by all members of the community. As a public space, citizens have certain rights that might not be accorded to them in a private business or home. Conversely, standards of behavior in a public setting differ from what might be appropriate behind closed doors.

In determining what is and is not appropriate for the library setting, staff follow the golden rule: treat others as you would wish to be treated. The library serves a wide array of demographic groups with differing cultural and social expectations. Behavior is generally tolerated in the library provided that it does not violate the law, threaten or inconvenience others, damage the facility, or pose a risk to public safety (including the safety of the individual). That said, no written policy can cover every eventuality, and library staff have the authority to exercise judgment in resolving conflicts.

Finally, the library is also a community-owned facility, and its resources are public property. Staff purchase materials and equipment to serve the community at large, not merely one demographic or interest group. All library users are expected to treat the library's infrastructure with respect. Staff make and enforce rules to protect the library's property from loss or damage, or to recoup the costs of repairs and/or replacement.

## MISSION STATEMENT

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The mission statement of the library guides all the policies and procedures that follow:

The Homer Public Library serves the diverse needs of our community members by providing access to information, promoting literacy, and facilitating lifelong learning. We foster education, personal well-being, cultural creativity, community engagement, and economic development. Our resources are offered without charge to people of all ages and abilities within our service area.

## SERVICE AREA

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The library's service area contains the City of Homer and the surrounding borough communities, including Anchor Point, Diamond Ridge, Fritz Creek, Kachemak Bay, Kachemak City, Kachemak Selo, Nanwalek, Nikolaevsk, Ninilchik, Port Graham, Razdolna, Seldovia and Voznesenka.

## **Staff Authority and Responsibilities**

Library staff offer a specific range of services to the public. Staff responsibilities are defined by law and guided by the Code of Ethics of the American Library Association. Staff are also professionals, trusted to make decisions regarding the safe, competent and efficient operation of the institution. Staff are expected to serve the public without prejudice or partisanship, with courtesy towards all, and expect courtesy and respect from patrons in return.

Authority to enforce library policies (or make exceptions to those policies) rests with the Library Director or, in the director's absence, with the deputy Library Director. Under specific circumstances enumerated below, patrons may appeal the director's decision to the Library Advisory Board or the City Manager.

## Access to Collections and Services

The library strives to serve all patrons. Various accommodations are available for patrons who have difficulty accessing regular library services. The City's Americans with Disabilities Act (ADA) Advisory Board leads efforts to improve accessibility citywide. More information is available on the City website and through the City Clerk's Office.

### HOMEBOUND OR LONG-DISTANCE PATRONS

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The library website offers access to a variety of materials, including electronic books, newspapers, magazines, audiobooks and videos. There is also a limited homebound-delivery program in partnership with certain assisted-living facilities and schools; patrons interested in this program should contact the Library Director for details. Patrons who can reach the library building but do not wish to come inside can call the front desk at 907-235-3180 and have materials delivered to the curbside pickup station at the rear of the building.

Reference services are available on the library's website as well as through phone and email.

### PATRONS WITH MOBILITY, VISION OR HEARING IMPAIRMENTS

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The library building is wheelchair-friendly, and a wheelchair is available near the front entrance for patrons who wish to use it on the premises. Within the building, the library includes a large-print collection, magnifying equipment and audiobooks in a variety of formats. A videophone is available. All library Zoom programs are automatically closed-captioned and many—though not all—videos on DVD and the Kanopy streaming service also include captions.

### PATRONS WHO REQUIRE ASSISTANCE WITH FOOD, HOUSING, JOB SEARCHING OR EDUCATION

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Library staff routinely help patrons with searching for work, connecting to educational programs or taking tests. Study rooms may be used for completing online coursework or job interviews.

The library does not offer facilities for sleeping, eating or bathing. However, staff can provide referrals to other organizations that do. A public telephone is available near the front entrance and a list of community-service providers is posted in the restrooms. Staff can also answer reference inquiries.

## **MINORS**

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Responsibility for reading choices and information access by children rests with their parents and legal guardians, not the library. Parents or guardians are responsible for overseeing their child's choice of library resources, including both physical and online resources.

## **SERVICES PROVIDED BY OTHER ORGANIZATIONS**

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Library staff cannot provide medical, legal, financial, counseling or social work services. Staff will be happy to refer patrons who need such services to other organizations.



## Collection Development

### COLLECTION EVALUATION AND COLLECTION GOALS

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The Homer Public Library strives to maintain a diverse collection to fulfill the many needs and interests of the Homer community. Reports are periodically run from the library's circulation and cataloging software, which provide information about the percentage of holdings in a particular subject area compared to the percentage of circulation from that area. These reports, analyzed by the collection development librarians, assist in determining how best to divide the acquisitions budget among the subject areas of the collection. A balance is sought between adding new materials to the most popular sections and strengthening sections containing old and outdated materials.

A top priority of the Homer Public Library is to systematically upgrade the average age of the collection, particularly nonfiction.

In addition, the Homer Public Library collection will be assessed according to the following criteria:

- Comparison to standard lists.
- Proportion of subject area in circulation at any given time.
- Age of publication.
- Representation of diverse viewpoints.
- Completeness of sets or series.
- Number of interlibrary loan requests.
- Number of reserves placed.
- Patron requests.

### INTELLECTUAL FREEDOM

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The library does not promote particular beliefs or views, nor does the selection of any item imply endorsement of its views. One of the essential purposes of the public library is to be a resource where individuals can examine many points of view and come to their own conclusions. The library attempts to provide materials representing different sides of controversial issues.

Access to library materials is not restricted beyond what is required to protect materials from theft or damage. Items are not labeled to indicate point of view or bias. The library assures free access to its holdings for all patrons, who are free to select or reject for themselves any item in the collection. Individual or group prejudice about a particular item or type of material in the collection may not preclude its use by others.

Responsibility for the reading choices and information accessed by children rests with their parents and legal guardians, not the library. Parents who wish to limit or restrict the reading of their own child should personally oversee that child's choice of library resources. Selection of library materials will not be inhibited by the possibility that items may be seen by children. The library encourages parents to be involved with their children's reading and library use and will work with parents to find materials they deem appropriate for their children.

## **COOPERATION**

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Cooperation is a basic tenet of library philosophy in Alaska and the United States. The Homer Public Library recognizes its responsibility to cooperate with other libraries in Homer, the Kenai Peninsula, Alaska, and nationwide.

The library on the Kachemak Bay Campus (KBC) of Kenai Peninsula College supports its institution's educational objectives with a collection emphasizing the humanities, applied science, art, office technology, marine sciences, and business management. While open to the public, non-students may only use KBC materials on-site.

Libraries in the public schools focus on educational and curriculum support. Responsibility for the provision of curriculum-related materials belongs properly to the schools, but the public library provides materials that complement local school library collections and enrich the needs of student borrowers of all ages.

Homer Public Library cooperates with the Pratt Museum in collecting material relating to Homer's history and culture. The Pratt Museum has a non-lending library which consists of museological, cultural history and natural history periodicals, books, and a vertical file of scholarly papers and pertinent subject information. The museum also houses an archive of various periodicals and local documents, a photo archive documenting local history, and a media collection of films, audiocassettes

and videotapes. Many of the Pratt's collections are available upon specific request to the Collections Manager.

As a member of Online Computer Library Center (OCLC), a worldwide bibliographic database cooperative, the library is able to provide interlibrary loan service for patrons with needs outside the scope of the Homer Public Library's collection. The OCLC database offers access to other libraries' resources throughout the state, the nation and the world. The Homer Public Library uses interlibrary loan both to supplement its resources and to lend materials to other libraries.

### **SELECTION RESPONSIBILITY**

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Selection of library materials, whether purchased or donated, is based upon the informational, educational, and recreational needs of the community. It is limited by factors such as materials budgets, space, and the content of existing collections.

The Library Director has the final responsibility for the maintenance and development of the collection of the Homer Public Library, operating within the framework of policies approved by the Library Advisory Board and adopted by the Homer City Council. Because the Library Director must be able to answer to the Advisory Board and the general public for actual selections made, the authority to reject or select any item rests with that position. Staff members assist the Library Director in the selection of materials.

The Library encourages suggestions for purchase from patrons and staff. Interlibrary loan requests and questions from the public are considered for possible purchase suggestions. All purchase requests are reviewed to determine whether they fall within selection criteria.

### **SELECTION CRITERIA**

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Selection of materials is based on the professional judgment of the library staff, which is guided by the needs of the community and the balance and comprehensiveness of the collection. Selection is aided by reviews and other professional tools such as standard catalogs and bibliographies. Selection tools include, but are not limited to:

- Reviews in professional library journals or periodicals such as *Booklist*, *Library Journal*, *Publishers Weekly*, *Wilson's Core Collections*, *The Horn Book*, *Kirkus Reviews* and other professional publications.
- Internet resources for evaluation and selection such as the website of the American Library Association, Amazon.com, Common Sense Media, and professional media review sites.
- Individual subject expertise of staff or community members.
- Publisher catalogs.
- Standard bibliographies.

No single standard can be applied in all acquisition decisions. Some materials must be judged primarily on their artistic merits, some on their scholarship, and some on their value as human documents. Still others are intended to satisfy recreational and entertainment needs. Each will be considered in terms of the audience for whom it is intended. Materials are judged on the basis of the work as a whole, not on a part taken out of context.

Selection criteria considered in the evaluation and the re-evaluation of materials are:

- Cultural, recreational, informational and/or educational value.
- Local interest and potential use by library patrons.
- Usefulness in relation to other materials in the collection.
- Appearance of the item in standard bibliographies and review journals.
- Permanent significance.
- Accuracy, effectiveness, and timeliness of presentation.
- Artistic excellence.
- Qualifications and/or significance of the author.
- Suitability of physical form for library use.
- Availability of material in other library collections.
- Price.
- Library space.

Two categories excluded from the collection as clearly not within the selection criteria are 1) forms of expression that are unprotected by the First Amendment; and 2) explicit and direct instructions for the manufacture of contraband materials.

## **MATERIAL FORMAT**

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The library offers materials in a variety of formats to meet its goals and objectives. Materials may include books, CDs, electronic resources, microforms, newspapers and magazines, pamphlets, videos, and others. The Library will not adopt new formats before they have demonstrated reliability and usefulness.

## **COLLECTION OVERVIEW**

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The library collection consists of books, audiobooks, magazines, newspapers, maps, videos, music and audio recordings and a variety of electronic resources.

In general, collection priority is given to:

- Currency. Collection emphasis is on up-to-date information.
- General treatments over those that are specialized, scholarly, or primarily for professional use.
- Works of broad popular appeal that meet the needs of the independent learner over textbooks or other materials that meet curriculum requirements of the formal student. Textbooks are generally not added to the collection unless little or no other material covers the topic. The library does not buy textbooks used by the local schools. School libraries are responsible for providing copies of course materials for their students.
- Unabridged editions over abridgments. Abridged editions will be considered only if they retain the flavor and quality of the original.

### **Access to the internet**

The library maintains a collection of online resources, which may be accessed through personal devices and through computers owned by the library. See the section on computers, Wi-Fi and internet use for the library's policies governing access to such resources.

### **Adult fiction**

In addition to well-known classics, the adult fiction collection provides a wide variety of popular reading materials of current and high interest to the public. Staff actively consider patron recommendations.

### **Adult nonfiction**

The nonfiction collection includes materials that are of current interest and demand within the community. It represents a diverse collection in order to make the broadest array of topics and opinions available to patrons but is heavily oriented toward the interests and needs of the Homer community. Special emphasis goes to selecting titles dealing with health, boats and marine technology, construction, the arts, sustainability, self-sufficiency and travel.

The Library collects basic books of faith as well as authoritative books on comparative religions but will not collect or accept doctrinal or instructional material in any field of religion. The library purchases materials of general historical importance rather than denominational content.

### **Alaska and local history materials**

The Alaskan collection includes materials about Alaska and neighboring regions. The collection priorities of the Alaskan collection include:

- As complete coverage as possible of the immediate Homer area.
- Broad coverage of southcentral Alaska.
- Selected coverage of the rest of Alaska based on expected demand and popular appeal.

Some reference or rare materials will not be available for loan. The university libraries and the Alaska State Library maintain comprehensive Alaskan collections; many of these items are available to Homer Public Library patrons through interlibrary loan.

### **Audio**

Recorded books in physical formats such as CDs and digital devices are available in the adult and juvenile sections of the library. The collections include popular fiction, classic titles, and nonfiction in unabridged and abridged editions. Music is available in the music collection and in the children's library, both in CD and vinyl format. Audiobooks and music are also available in downloadable electronic formats.

### **Children's books, including easy readers, children's and young adult materials**

In selecting books for children, the library's goals are to develop a collection that satisfies children's informational, recreational, and cultural reading needs; to promote literacy; and to encourage a lifelong love of reading. The children's collections include:

- Picture books, beginning readers, and graphic novels.
- Juvenile nonfiction which informs children about their world. Authoritative, up-to-date and attractive materials in a variety of reading levels are sought.
- Juvenile fiction for elementary and middle school students.
- Young Adult fiction and nonfiction that appeal to teenagers and may deal with more adult issues than children's fiction. Books are selected to meet the informational, recreational and emotional concerns of youth in this age group, help them grow in understanding themselves and others, broaden their viewpoints, expand their reading ability and enjoyment, or simply for their reading pleasure.

### **Duplicate titles**

Duplicate titles are purchased if long-term heavy demand is anticipated, but in general, multiple copies are not purchased due to fiscal limitations. Where the public interest is in the subject more than in a particular title, the library will purchase more copies of different titles instead of buying numerous copies of one title. This approach offers library users a collection with greater variety and depth.

### **Electronic materials**

The Library offers access to a range of online materials. Formats and availability change frequently, but staff aim to serve a wide variety of patron needs, including e-books, e-audiobooks, digital magazines, and audio and video files.

### **Electronic databases**

In addition to the general internet, the library may subscribe to specific databases of interest and usefulness to the community.

### **Foreign-language materials**

The Library maintains a small collection of foreign-language materials. The majority of these materials are in Russian. Subjects collected include Old Believer history and culture, Russian literature classics, folktales, craft books, materials for children, and translations of English-language novels.

### **Large Print and materials for the visually handicapped and the hearing-impaired**

Large print materials purchased by the library are available for checkout and located in the Large Print section of the library. The library can also obtain materials from the Alaska State Library Talking Book

Center. The Alaska State Library also offers services directly to individuals unable to read standard print material. Inquire at the front desk for information about applying for these services.

### **Periodicals and Newspapers**

Periodical selection is based on the needs and tastes of the eclectic population in the Homer area. The library subscribes to local Homer periodicals and houses back issues in two formats: paper and microfilm. National- or state-level periodicals are purchased where local interest exists.

### **Rare and Expensive Books**

The Library maintains a small number of rare books that focus on Alaska and local history, but developing this collection is not a high priority for the library. In general, donations of rare or expensive books that lack a direct connection to the Homer area will be passed along to the Friends of the Homer Public Library for sale.

### **Reference materials**

One of the library's primary collection development objectives is to provide accurate and useful information. To accomplish this objective, the Library provides access to current and authoritative materials in a variety of formats. Resources include a selection of encyclopedias, atlases, almanacs, bibliographies, and dictionaries in paper and/or electronic formats, as well as electronic databases. Local and regional directories and information are maintained. Authority, organization, and currency of information are among the selection criteria, as well as whether the information is better obtained in another format, on the internet, or in databases.

### **Self-Published materials**

In most cases, the Library does not purchase self-published materials that are not reviewed in established review journals. Exceptions may be made for materials of local interest that meet the general selection criteria. Additional considerations include quality of editing and binding suitable for public use.

### **Video**

The library collects videos that appeal to a wide range of patrons. Videos are selected from reviews, prior viewing, or the reputation of the makers and distributors. The library may also subscribe to streaming video services that curate their own offerings.



## Other Collections

The library maintains a collection of board games, puzzles, video games and other forms of entertainment. The collection changes frequently and patrons should consult the library catalog to see the current holdings. **See the List of Equipment page for more information on specialized items such as projectors or tools.**

## ACQUISITIONS

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The library staff receives numerous catalogs, advertisements, and announcements from publishers, professional reviewing journals, and library vendors. Staff uses these materials, as well as patron requests and staff suggestions, as the beginning of the selection process. Reviews of each item are evaluated before deciding upon purchase. Staff members who are responsible for materials selection collaborate both informally and in periodic collection development meetings to discuss the merits of adding specific titles to the collections, as well as the strengths and weaknesses of the collection in general.

New materials are ordered through book and media vendors, publishers, and the local independent bookstore in Homer. The library purchases out-of-print materials from companies who specialize in locating hard-to-find books. The majority of the library's periodicals are managed by a periodical subscription service.

## COLLECTION MAINTENANCE

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Books are mended if, as a whole, they are in good shape and the mending will result in prolonged life of the books for additional circulations. Cumulative damage such as a large number of dirty or torn pages may result in withdrawal or replacement instead of mending.

Most repairs are completed on-site, but select books of long-term value to the collection are sent to a professional bindery when their bindings become worn-out or damaged and are not easily mended. These titles are usually popular, of local interest, and not available in hardcover bindings.

The purpose of a withdrawal policy is to ensure that the collection remains up-to-date and useful. The criteria used for selecting materials are also used to remove items from the collection. Materials that

are no longer useful in light of stated objectives are systematically withdrawn from the collection. Prime candidates for deselection are:

- Items which contain outdated or inaccurate information, unless of historical value.
- Superseded editions.
- Worn out or damaged items.
- Seldom-used materials.

Withdrawn materials are added to the Friends of the Homer Public Library's book sale. Proceeds from the sale will be used to purchase needed items for the library. Occasionally, discarded items are offered to other libraries, schools, or nonprofit groups. Items not distributed or sold are discarded.

## **COPYRIGHT**

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The Homer Public Library makes every attempt to abide by the copyright law of the United States (Title 17, U.S. Code). Patrons who use library materials are responsible for complying with current laws.

## Community Partnerships

Homer Public Library recognizes that partnering with a wide variety of community organizations offers benefits to both parties. Many demographic groups pass through the library to take advantage of its information resources and event space. Outside organizations deliver valuable social services and community connections beyond the scope of city personnel.

The list below summarizes what the library can and cannot provide to outside organizations, but all arrangements with such organizations are still subject to approval by the Library Director, and exceptions may be made on a case-by-case basis. Programs run by library staff or the Friends of the Library are exempt from these restrictions.

The library will:

- Distribute information, including flyers and posters
- Allow use of the meeting room, subject to the same rules that apply to all users of the room

The library will not:

- Promote or endorse particular causes
- Serve as a collection point for donations
- Serve as a distribution point for physical goods
- Allow solicitation of funds or in-kind donations
- Provide advertising other than the bulletin board or the handouts station (i.e. no lawn signs or distribution of flyers inside the building)
- Provide staff time, services or equipment. Organizations are responsible for their own staffing and logistics
- Permit any use which violates the law or contravenes other library policies

## Complaints

The library strives to provide the best services and collections possible, but complaints will inevitably arise. The process for handling complaints varies depending on the nature of the complaint.

### COMPLAINTS REGARDING LIBRARY PROGRAMS OR MATERIALS

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The library recognizes that within the Homer area there are groups and individuals with widely separate and diverse interests, backgrounds, cultural heritage, social values, and needs, and that some patrons may find some of the library's materials and/or programs offensive.

Library decisions are guided by an array of professional documents, including the Library Bill of Rights and the Code of Ethics. Selection of materials is not made on the basis of anticipated approval or disapproval of their contents and no library material is sequestered except to protect it from damage or theft. Concurrently, library programs are designed to serve a wide array of patron interests and a given program is neither included nor excluded on the grounds of controversial content. Upcoming events are advertised through routine channels and patrons are responsible for keeping up with their interests. **See the sections on Collection Development, Programs and the Appendices for further details.**

Individuals may request that the library reconsider materials or programs, following the process below. Questioned materials will not be removed or restricted at any point in this process until a final decision has been rendered, except as needed for review by library staff or the Library Advisory Board. Programs currently scheduled, including series, will go ahead as planned and will not be cancelled or delayed while the reconsideration process is underway; the outcome of the reconsideration process applies only to programs or series that are not yet scheduled.

The outcome of the process is considered final when the individual chooses not to appeal or when all appeals have been exhausted.

#### 1. Oral Complaint to the Library Director

Any individual who has concerns about materials or programs may bring those concerns to the Library Director. The director will listen to the concerns, explain the policies on collection development and/or programs and determine what action, if any, to take. The director will also provide the patron with a written copy of the policies, if requested.

## **2. Written Complaint to the Library Director**

A patron who resides within the library's service area may initiate a written request for reconsideration if the oral discussion does not resolve the issue. A complaint about a program must be filed no more than five working days after the scheduled date of the event.

1. The patron must submit a Request for Reconsideration form to the Library Director. A separate form must be completed for each individual work or program subject to complaint. Incomplete forms will not be considered.
2. Upon receiving the completed form, the Library Director shall:
  - a. Read, view or listen to the material in its entirety, or review available information about the program. If the work is currently checked out, this step will be suspended until the work is returned.
  - b. Consult reviews and recommended reading lists to assess the general opinion of the work in question. The director may choose to consult with other library staff.
  - c. Evaluate the work for its strengths and value as a whole and not in part, and apply all appropriate selection criteria.
3. Having thoroughly considered the complaint, the director may:
  - a. Retain the challenged work (or keep the program in mind for future scheduling),
  - b. Move the work to another location (or make changes to the program's format, audience, timing, etc. for future scheduling)
  - c. Remove the work from the collection (or remove the program from consideration for future scheduling).
4. In all cases, the director shall:
  - a. Provide a written response to the patron within 30 days, including a full explanation of the decision and information concerning the process to appeal. If more time is needed for reviewing materials, the written response shall notify the patron of that fact.
  - b. Advise the Library Advisory Board of the decision, either through a formal memo or as part of the monthly Director's Report at its next scheduled meeting.

## **3. Appeal to Library Advisory Board (LAB)**

1. If the patron disagrees with the Library Director's decision, the patron may appeal to the Library Advisory Board by notifying the City Clerk's Office. The patron must provide a written

statement giving the basis for disagreeing with the Library Director's decision. The City Clerk's Office will include the statement, the director's written response, and the Request for Reconsideration form(s) in the packet for the next scheduled LAB meeting.

2. The LAB will review the packet materials and hear testimony from the patron and all interested members of the public. Testimony may be presented at the meeting or in writing.
3. The LAB shall entertain a motion on whether to consider the matter further.
4. If the LAB does not vote to proceed, the matter is closed. The LAB Chair will provide the patron with written notice of the outcome within 30 days.
5. If the LAB votes to proceed, the LAB shall schedule a public hearing at a special or regular meeting to address the request for reconsideration. The date for this meeting is at the LAB's discretion, but should allow sufficient time for members to review the work(s) or program(s) in full.
6. Prior to the meeting, all members of the LAB will read, view or listen to the work(s) in full. Where the complaint concerns programming, LAB members will review the same information available to the Library Director regarding the program(s).
7. At the meeting, the LAB will again accept public testimony and then vote on whether to uphold or overturn the Library Director's decision. Where multiple works or programs are at issue, a separate motion is required for every individual work or program. For materials complaints, members may vote on any work which the member has read, viewed or listened to in full, but must abstain from voting on works which the member has not read, viewed or listened to in full.
8. Once the LAB has voted, the LAB Chair will provide the patron with written notice of the outcome within 30 days.
9. **Any decision made by the LAB—whether to uphold or overturn the Library Director's decision—shall remain in effect for three full years from the date of the final LAB vote. No further appeals will be heard. No other reconsideration of this material or program will be addressed during that time period unless the grounds for complaint are substantially different from the previous reconsideration.**
10. At the expiration of the three-year period, all actions regarding the work(s) or program(s) become available:
  - a. A patron may initiate a new request for reconsideration

- b. The Library Director may place the work(s) back in the collection (if previously removed)
- c. The Library Director may place the work(s) in a new location, including the original location (if previously shifted to a different part of the collection)
- d. The Library Director may schedule the program(s) for future dates (if previously declined)
- e. The director shall notify the LAB in writing after taking any of the actions listed above.

## **COMPLAINTS REGARDING LIBRARY FACILITIES**

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### **1. Oral Complaint to the Library Director**

Any individual who has concerns about library facilities should reach out to the Library Director. The director will endeavor to address the complaint where readily practical.

### **2. Written Complaint to the Library Director**

When the complaint is of a nature that cannot easily be resolved, the patron may fill out a written complaint form and submit it to the director. The director will attach a written explanation of what action the library has already taken, then forward the form to the relevant City office for action. Where a complaint may fall within the scope of a board or commission, the director will forward the form to the staff liaison for that entity.

## **COMPLAINTS REGARDING PERSONNEL**

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Personnel actions are guided by the policies of the library and the City of Homer. Individuals should contact the Library Director with complaints regarding library staff or volunteers. The director will assess the situation and hear both sides of the issue before taking any action. Some cases may also require involvement by the city manager and/or the director of Human Resources.

## Computers, Wi-Fi and Internet Use

To fulfill the mission of providing public access to information resources and opportunities for lifelong learning, the Homer Public Library offers free access to the internet and other computer resources. The following policy discusses the library's rules and regulations regarding internet use in the library and compliance with federal law.

### STATEMENT OF RESPONSIBILITY

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The Homer Public Library does not control the accuracy, authoritativeness, or suitability of information on the internet and is not responsible for its content. The library does not endorse any products, sites, or material on the internet. Patrons' use of the internet is at their own risk. In no event will the Homer Public Library be held liable for any claims arising, or resulting, from the use of the internet or any of the library's computer resources.

Library staff follow generally accepted library practices to choose links to the library's home page. The library is not responsible for changes in content of the sources to which it is linked, or for the content of sources accessed through secondary links. The library is not responsible for any online breakdowns by the internet provider(s), or for any malware downloaded by any user.

The library reserves the right to take appropriate action to ensure compliance with this policy.

### ACCESS

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The Homer Public Library affirms the right of every individual to have access to constitutionally protected material. Internet and computer resources, like all other library information, are provided equally to all library users free of charge.

The library also affirms the right and responsibility of parents to determine and monitor their own children's use of all library materials and resources.

The Homer Public Library is guided by the following statements from the American Library Association on access to information, all of which are included in the appendices to this document:

- The Library Bill of Rights
- Freedom to Read Statement



- Access to Library Resources and Services for Minors: An Interpretation of the Library Bill of Rights

## LEGAL AND ETHICAL USE

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All existing library policies and local, state, and federal laws apply to the library's computer resources. Violation of any laws or regulations may result in loss of library privileges (Homer City Code Section 2.48.070), or possible civil or criminal penalties. The library recognizes that electronic information on the internet may contain material that is inappropriate or offensive to children and patrons of all ages. The library requires that all library patrons using the library's internet connection do so within these guidelines of appropriate and acceptable use.

The following are unacceptable:

- Any use of electronic information which results in the harassment of others;
- Use of electronic information networks which violates a Federal or State law;
- Unauthorized duplication of protected software or licensing agreements, including but not exclusively, "hacking;"
- Destruction, damage to, or unauthorized alteration of the library's computer equipment;
- Behaving in a manner that is disruptive to others;
- Accessing child pornography;
- Any unauthorized disclosure, use and dissemination of any personal identification information regarding minors.
- Display of sexually explicit images at any computer in the library in public view is prohibited and may result in loss of library privileges and possible civil or criminal penalties.

The library reserves the right to classify any action, access, or operation on the internet inappropriate and ban its use by patrons.

All internet users should avoid disclosing personal information over the internet to preserve their own personal safety. Library internet users are prohibited by law from disclosing, using, or disseminating personal information regarding minors without written authorization of the parent or legal guardian of the minors involved.

## PRIVACY AND CONFIDENTIALITY

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Internet and other computer use in the library will be considered protected by the confidentiality of library records under Alaska Statutes Section 40.25.140. Any information that identifies internet users with specific materials or subject matters is considered confidential. Such records shall not be made available to any agency of local, state or federal government except pursuant to such process, order or subpoena as may be authorized under the authority of federal, state, or local law relating to criminal, civil or administrative discovery procedures or legislative investigatory power. Homer Public Library resists the issuance or enforcement of any such process, order or subpoena until such time as proper showing of good cause has been made in a court of competent jurisdiction.

While the library is sensitive to a patron's need for privacy in using all library resources, the library cannot guarantee a patron's privacy while using computer resources. All patrons are expected to respect the privacy of others.

Patrons should be aware that the library's wireless network is not encrypted and devices will not be isolated from other users or potential eavesdroppers. Patrons are advised to refrain from connecting any device, especially those containing sensitive data, without first fully securing the device. While connected, patrons should avoid performing tasks that are considered confidential without first creating a strongly encrypted and secure connection to the remote computer, service or webpage. Library staff can help with basic technology questions but patrons are ultimately responsible for their own security.

## ACCESS BY MINORS (UNDER AGE 18)

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Parents or legal guardians must assume responsibility for deciding which library resources are appropriate for their own children, and must guide their children in use of the internet and inform them about materials they should not use. Library staff can assist youth and parents in assessing the benefits and risks of internet use for children.

When using electronic mail or other forms of direct electronic communication, the library urges minors to keep in mind the following safety guidelines:

- Never give out identifying information such as home address, school name, or telephone number.

- Let parents or guardians decide whether personal information such as age, marital status, or financial information should be revealed.
- Never arrange a face-to-face meeting with someone via the computer without parents' or guardians' approval.
- Never respond to messages that are suggestive, obscene, threatening, or make you uncomfortable.
- Have parents or guardians report incidents to the National Center for Missing and Exploited Children at 1-800-843-5678 if they become aware of the transmission of child pornography.
- Remember that people online may not be who they say they are.
- Remember that not everything you read is true.

#### **FURTHER INFORMATION**

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- Homer Public Library's webpage on Kids and Digital Media
- Homer Public Library's webpage on Resources for Parents
- NetSmartzKids
- National Children's Advocacy Center
- ConnectSafely

## Conference Room

The conference room and video conference equipment are intended to further the library's mission through enriching lives and encouraging informational, educational, and cultural activities. When library activities are not occupying the conference room, other groups may use it during open hours for lawful, noncommercial purposes.

- Library use of the conference room takes precedence.
- Use of the conference room must be scheduled in advance.
- **The individual making the reservation must be age 18 or older.**
- All meetings, programs and video conferences during hours when the library is open to the general public must be free and open to the public. Private events may be scheduled after hours for a rental fee.
- Conference room capacity of 46 people may not be exceeded.
- Meetings must end 15 minutes before other scheduled meetings and before the library closes.
- Library staff reserve the right to rescind permission to use the conference room and may provide a substitute room if available.

## REFRESHMENTS

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A small refreshment preparation area with sink is available in the Conference Room. There are neither cooking facilities nor methods for keeping food heated or cooled. Users are responsible for cleanup and for any damages incurred.

## EQUIPMENT

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The conference room includes various pieces of equipment for on-premise use, and other equipment is available for checkout. Library staff will explain the proper use of library equipment before it is operated by non-staff users. The library is not responsible for any damage to users' equipment.

Use of conference room equipment is subject to the same rules as other computer equipment throughout the building.

## CONFERENCE ROOM AND VIDEO CONFERENCE REQUESTS

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- Conference room and video conference equipment use may be requested only by adults. Persons under the age of 18 must be sponsored and supervised by an adult responsible for the group.
- The responsible party agrees to ensure that library policy will be followed and accepts financial responsibility for any charges incurred by the group for damage caused to the building or equipment beyond normal wear.

## USER RESPONSIBILITIES

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- The responsible party must check in with staff before and after a meeting and is responsible for reasonable care of the videoconference equipment, the conference room, and any other equipment used.
- The responsible party agrees to ensure that equipment is used according to library guidelines, as demonstrated by library staff.
- Library staff must be notified in advance of cancellations. Failure to notify library staff in advance may disqualify the user from future use of the room.
- The responsible party agrees to ensure that the room is cleaned up and returned to its pre-use condition, including furniture arrangement.
- In order to avoid damage, only materials approved by library staff may be affixed to walls or other surfaces.

Abuse of equipment or failure to follow library rules on conference room and video conference equipment use may be grounds for denial of permission for further use.

## Damaged, Lost or Overdue Materials

### OVERDUE MATERIALS

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Patrons who do not return overdue library materials after receiving two notices will have their accounts blocked until library material is returned or compensated for. Patrons with large delinquencies ~~will~~ **may** be referred to a collection agency and ~~will~~ **may** be charged an additional administration fee, as well as all collection agency fees.

### LOST MATERIALS

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- A patron will be charged the cost of the lost item plus a processing fee.
- A patron should not purchase a replacement copy of a lost item; the library may choose not to accept a replacement item due to a variety of circumstances (e.g., the item has a reinforced binding, there is a newer edition, or more current information is available in a different item).
- After an item has spent 60 days in lost status, patrons will be charged replacement cost and a processing fee even if the item is returned.

### REFUND OF REPLACEMENT FEES

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The amount paid for a lost book that is later found and returned in good condition to the library can be refunded within 60 days of being marked lost.

### INCOMPLETE MATERIALS

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If an item is returned missing a part, it will not be checked in. If the patron does not return the missing part within 6 weeks, the patron will be charged a replacement fee as well as a processing fee.

### DAMAGED MATERIALS

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If an item is returned damaged due to negligence by the patron, the patron may be assessed a fee for the repair. If the item has been damaged beyond repair, the patron will be charged a replacement fee plus a processing fee.

## **MATERIALS LOST TO THEFT OR NATURAL CAUSES**

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- Charges for materials lost or destroyed by natural causes such as fire or flood may be waived at the discretion of library staff.
- The library may request documentation of the loss.
- The library will furnish a list of borrowed materials with costs for insurance purposes if asked to do so.

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## Displays and Exhibits

### BULLETIN BOARDS

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As a service to the City of Homer, the library is a designated posting place for notices issued by the City. Space permitting, other public notices that meet the following guidelines will be posted.

- Official notices of borough, state, and federal agencies relevant to the Homer area.
- Notices for public meetings and events for non-profit organizations.
- Notices of educational courses sponsored by a recognized community organization (but not those publicizing instruction by individual teachers or private firms).

All noticed events must be open to the general public. Notices must be dated and include the name of the sponsoring organization. Library bulletin boards may not be used for commercial sales, personal services, or advertisements for political candidates, parties, and causes.

If bulletin board space becomes insufficient to contain the volume of notices requested for posting, the following restrictions apply:

- Priority is given to events occurring within the library's area of service.
- Notices will be no larger than 8.5 x 11."
- Only one notice per organization may be posted at a time.
- Items will be posted for no more than two weeks.
- Items will be posted for one-time but not recurring events.

Posting of notices does not imply endorsement by the library or the City of Homer. All decisions on posting notices are at the discretion of the Library Director.

### INFORMATION RACKS

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The library has limited space for brochures and informational handouts. Materials relating to the library will have first priority. Space permitting, materials meeting the following guidelines may be made available for the public:

- Information produced by city, borough, state, and federal agencies.



- Informational materials from non-profit organizations.
- Information about educational courses and resources sponsored by a recognized community organization (but not those publicizing instruction by individual teachers or private firms).
- All materials must have relevance to the Homer community.

## **DISPLAYING ARTWORK, COLLECTIONS, OR OTHER EXHIBITS**

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As part of its public service and information mission, the library makes available designated display and exhibit areas to non-profit groups engaged in educational, cultural, intellectual, or charitable activities.

General guidelines:

- The provision of display space for public use does not constitute library endorsement of the beliefs or viewpoints advocated by the displays, or the organization responsible for the displays.
- Decisions regarding exhibits shall be at the discretion of the Library Director. Due to limited space, the Library Director will consider the display's value to the community and will balance a variety of community interests over time.
- The general well-being, safety, maintenance, and good order of the Homer Public Library will take precedence over the agreement to mount or otherwise show exhibitions in library spaces.
- The library does not accept any responsibility for loss or damage of exhibited materials. An owner may wish to obtain private insurance for valuables.
- Individuals and/or groups that submit items for display accept full responsibility for the proper installation, display, and upkeep of materials chosen for exhibition. All installations and related processes must be approved by the appropriate staff of the Homer Public Library.
- Artwork or exhibit items may not be offered for sale while on display in the library, except to benefit the library or Friends of the Homer Library.
- Exhibit-related events using the library grounds and interior spaces must be incorporated into the library schedule through the same process as all other events, and the same rules regarding conduct and facility use apply.

- Unless the library has been retained for private, after-hours use, all exhibition openings and related events must be open to the public and free of charge.

## **ART IN THE LIBRARY PROGRAM**

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The Friends of Homer Library (FHL) operate the ongoing Art in the Library program, which displays works by local artists for three months at a time. In late summer, the Friends put out a call for participation, and artists are invited to submit works for display. Works are chosen by a committee composed of the Library Director, one Library Advisory Board (LAB) member, one member of FHL (who is not also a LAB member) and one member of the Parks, Art, Recreation, and Culture Advisory Committee. The Library Director holds final review authority over all recommendations made by the committee.

The committee recognizes that tastes and preferences in artwork vary widely and that freedom of expression and access to alternative perspectives are among the highest national values. It also recognizes that the public library is a space in which all segments of society are welcome and encouraged to participate in all its services and activities without barrier; these considerations require sensitivity in the selection process.

## **Donation Acceptance and Management**

The library welcomes donations of materials, funds and other real property, provided such donations align with the library's mission. Donations will be managed differently depending on the type of donation and its uses. Donations made directly to the library or the Library Endowment Fund will be used for purchasing materials, upgrading or replacing equipment, and improving facilities and services. Donations made to the Friends of the Homer Public Library (FHL) or the FHL Endowment Fund will support that organization's mission, "to provide support for the Homer Public Library programs and services, to raise funds that enrich the library experience, and to promote the use and enjoyment of the library."

As a general rule, the library and FHL cannot accept restrictions for specific purposes, such as particular collections or programs. Donors who wish to make a gift for a specific purpose should contact the Library Director to discuss options.

### **MATERIALS**

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The Library Director shall be authorized to accept gifts of materials on behalf of the library. The library adds gift materials to the collection with the understanding that such material is an integral part of the collection. The library will not set up special collections and will not permit circulation restrictions or stipulations for future use. Books and other materials not deemed appropriate for inclusion in the library collection may be offered to other libraries or institutions or offered for sale.

### **ARTWORK**

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All donations of artwork are referred to the Parks, Art, Recreation and Culture Advisory Commission (PARCAC), which evaluates donations in accordance with its policies.

### **EQUIPMENT AND OTHER PHYSICAL ITEMS**

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When considering any gift, the Library Director may solicit the recommendation of a gift acceptance committee, a group made up of advisors knowledgeable about financial, legal, and community matters, to be chosen by the Library Director. Authority for accepting or rejecting gifts resides with the Library Director, although high-value gifts may require further approval of the Library Advisory Board

and/or the Homer City Council. Gifts that may require an opinion from the gift acceptance committee include, but are not limited to, the following:

- Any gift with recognition requirements other than those ordinarily provided by the library or Friends of the Homer Public Library (FHL).
- Gifts of valuables that will encumber the library either financially or administratively.
- Large or highly specialized equipment, which requires operator expertise beyond that normally held by library staff.

Because of limited space, as a general rule the library is unable to accept donations of furnishings or other tangible personal property given on condition that these items be retained by or displayed at the library.

## **FUNDS**

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Financial donations to benefit the library can be made in two ways: directly to the library or to the Friends of the Homer Public Library (FHL), an independent, nonprofit 501(c)3 organization.

Donations to the library supplement materials for the library's collection, purchases or upgrades for library equipment, and improvements or repairs to library facilities and services. Donations to FHL benefit the organization's mission: to support library programs and services, enrich the library experience, and promote use and enjoyment of the library.

To make a gift to the library or FHL for immediate or specific use, contact the Library Director or visit the Friends' donate page on the FHL website.

To make a significant gift or planned gift for sustained support over time, visit the Homer Foundation. The Homer Foundation's tax ID number is 92-0139183. Homer Public Library benefits from three separate funds, all managed by the Homer Foundation:

- The Library Endowment Fund supplements the library budget in the same manner as a direct donation to the library. The endowment fund is a permanent investment account, and money invested there pays dividends to support library operations indefinitely.
- The Friends of the Homer Public Library Endowment Fund supports FHL's mission and long-term success. The FHL endowment fund provides permanent support for FHL activities.

- The Friends of the Homer Public Library Stewardship Fund is a non-endowed fund. This fund differs from the endowments in that money invested here is available for FHL to withdraw and spend on activities. A donation to the stewardship fund is the equivalent of a cash or check donation directly to the FHL coordinator.

Donations through the Homer Foundation should comply with the Homer Foundation's gift-acceptance policy.

## **SECURITIES, REAL ESTATE AND OTHER NON-CASH DONATIONS**

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On behalf of the two endowment funds, The Homer Foundation (tax ID # 92-0139183) can accept donations in all of the following categories, with the understanding that such donations will usually be liquidated and the resulting monies deposited in the designated fund. All gifts should be considered in the context of preserving the Foundation's public support test and avoiding exposure to any significant monetary obligation or any legal or ethical problems.

- Marketable securities and bonds
- Cash and cash equivalents (including estate remainders)
- Gifts of usable furniture and equipment
- Gifts of precious metals, where the value is easily established
- Insurance policies, where the donor pays any annual premium, and Individual Retirement Accounts. Such donations should name the Homer Foundation's Friends of the Homer Public Library Endowment Fund or the Homer Foundation's Library Endowment Fund as beneficiary.

The Homer Foundation also can accept the following types of donations, although such gifts may require review by the Foundation's Gift Acceptance Committee:

- Real estate. Every proposed gift of real estate must be examined on its individual merits, including, but not limited to, the title to the property and its insurability, the results of environmental investigations, and marketability. The donor must provide an appraisal by a qualified appraiser, completed within the previous 12 months.
- Gift annuities.
- Charitable Remainder or Lead trusts.

- Named endowment funds.

## **OTHER INFORMATION**

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The library does not accept donations that are not outright gifts. The library and the Friends of the Homer Public Library reserve the right to decline any gift that interferes with the library's ability to fulfill its mission or that unduly encumbers either the library or the City of Homer.

The library cannot legally appraise gifts for tax purposes. Upon request, donors will be provided a signed and dated gift statement as a receipt.

## Donor Recognition

Homer Public Library is grateful for the extensive donations of money, time, materials and other real property that the community has offered for decades. While the library cannot recognize all donations individually, the following pages lay out the process for showing appreciation.

### THANK-YOU CARDS

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- Description: A card mailed to donors.
- Scope: Recognizes all financial donations to the Library Endowment Fund and the Friends of the Homer Public Library Endowment Fund during the preceding year. Donations are recognized regardless of their size.
- Responsibility: LAB members write thank-you cards for donations to the Library Endowment Fund. FHL Board members write thank-you cards for donations to the FHL Endowment Fund and directly to FHL. The Library Director writes thank-you cards for donations made directly to the library.
- Recordkeeping: Donors are tracked by the Homer Foundation, which provides names and contact information to both the LAB and FHL. Donations made directly to FHL will be tracked by the FHL Coordinator. Donations made directly to the library will be tracked by the Library Director or a designated staff member.

### HOMER PUBLIC LIBRARY ANNUAL REPORT

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- Description: An annual library report will be issued every January, including a list of donors during the preceding January-December.
- Scope: Recognizes all financial donations to the Library Endowment Fund, the Friends of the Homer Public Library Endowment Fund and the Friends of the Homer Public Library Stewardship Fund during the preceding calendar year. Donations are recognized regardless of their size. Donors are listed alphabetically by last name in the report.
- Responsibility: The Library Director writes the Annual Report.
- Recordkeeping: The Homer Foundation issues an annual list of donors to its partners.

## FISH PLAQUE

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- Description: A copper fish bearing the donor's name or inscription will be added to the fish wall outside the entrance of the library.
- Scope: ~~Recognizes all financial donations during the preceding year, not only those given to the endowment funds.~~ **Recognizes donors who contribute the requisite amount to either of the endowment funds.** Donors who provide \$500 or more will get a small fish, while donations of \$2,500 or more get a large one.
- Responsibility: The LAB will contract with a metalsmith to manufacture the fish.
- Recordkeeping: The Homer Foundation issues an annual list of donors to its partners. Donations made directly to FHL will be tracked by the FHL Coordinator. Donations made directly to the library will be tracked by the Library Director or a designated staff member.
- Notes: Installation occurs once a year, in late spring or early summer. The recognition is for gifts made during the previous January to December, and is not carried over from year to year. Further, the recognition is for a donation made as a single lump sum; not accumulated over multiple payments in a 12-month period. Donors who have donated over multiple years can have multiple fish on the wall.

## JOINT LETTER OF APPRECIATION

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- Description: The LAB and FHL will issue a joint letter of appreciation to the donor, with the understanding that the donor may use the letter for advertising purposes.
- Scope: Recognizes substantial or unique gifts that provide great value to the library.
- Responsibility: Based off a common template, the letter is drafted and personalized by the LAB and the FHL Board.
- Recordkeeping: The recognition is for extraordinary (and generally rare) gifts, and must be discussed jointly by the FHL board and the LAB.

## EXCEPTIONS

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Exceptions or waivers to the provisions of this policy will be considered in exceptional circumstances only, and will be subject to approval by the Homer City Council. The City reserves the right to terminate or alter arrangements for recognition under unusual or extraordinary circumstances.



## Fees

The library endeavors to provide services at the lowest possible cost to patrons. However, some services charge a fee to offset the cost of materials and/or staff time. The website of the Homer City Clerks displays the most recent fee schedule for all City services.

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## Holds

- When the library owns an item which is not immediately available, it can be placed on hold (i.e., reserved) at a patron's request. When the item becomes available, it will be set aside and the patron will receive notice that it is ready for pickup.
- Holds are retained for a set period after notice is issued. If it is not picked up in that time, it will be reshelfed or passed to the next patron on the holds list.
- Patrons can also place holds themselves through the library's online catalog.
- An item which is checked out cannot be renewed if it is on hold for another patron. Such items should be returned by their original due date.

## Interlibrary Loan

Interlibrary loan (ILL) services shall be used to obtain materials and information not available at Home Public Library. Materials may be borrowed from other libraries even if the items do not fit HPL's selection criteria, are out of print, or do not see sufficient demand for HPL to purchase.

Patrons wishing to use HPL's interlibrary loan services should be aware of the following:

- HPL charges a fee for ILL service, and the lending institution may also charge. Patrons may place a limit on acceptable charges, with the understanding that items may not be obtainable below that limit.
- Staff attempt to fulfill ILL requests, but not all materials are obtainable. There is no charge to the patron if staff are unable to complete a request.
- Materials borrowed from other sources circulate according to the policies of the lending institution. Patrons will be charged for lost or damaged items in accordance with those policies.

## Library Cards

- A patron may have only one library account.
- A patron must have an account in good standing to borrow materials.
- A patron's account will be blocked, and no services may be obtained with it, if the patron owes \$10.00 or more in unpaid fines and/or fees.
- The guardians listed on the account are responsible for paying any fines and/or fees on the accounts of juveniles under their guardianship.
- At patron request, library staff will renew overdue materials that have not reached the maximum renewal limit, even if a patron's card is blocked. An item that has been placed on hold by another patron may not be renewed.
- **Library cards that have been in "expired" status for seven years or more will be deleted from the system.**

### PERMANENT CARDS

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Any adult residing or owning property in the Homer Public Library service area is eligible for a permanent library card. Applying for a card affirms that the card holder accepts responsibility for materials borrowed on the card and any charges incurred. A permanent card allows patrons to check out up to 25 items at a time. The first card is free and must be renewed every two years. Lost cards may be replaced for a small fee.

Requirements for a Permanent Library Card:

1. Apply in person
2. Supply proof of identity
  - Valid driver's license OR
  - Government-issued photo identification OR
  - School identification card
3. Supply proof of residency or land ownership in the library service area

Applicants must reside at a documented address or own property within the library service area. The Homer Public Library service area includes:

- Anchor Point

- Diamond Ridge
- Fritz Creek
- Halibut Cove
- Happy Valley
- Homer City
- Kachemak City
- Kachemak Selo
- Nanwalek
- Nikolaevsk
- Ninilchik
- Port Graham
- Razdolna
- Seldovia
- Voznesenka

Acceptable proof of local residency or land ownership within the library service area includes:

- Valid Alaska driver's license or other government-issued document showing local address
- Cancelled mail addressed to the applicant postmarked within the last 30 days
- Voter registration card with local precinct
- Recent utility bill showing physical address, printed or on an electronic device
- Preprinted check from a local bank imprinted with local address
- Real estate property ownership, which may be verified on the Borough website
- Current rent bill or signed lease agreement with local address

Important Notes:

- General Delivery or delivery c/o (care of) is not an acceptable address for a permanent card.
- Proof of change of address is required when mail has been returned.
- Patrons who move out of the service area and who no longer meet the requirements of a permanent card are eligible for a temporary card.

## PERMANENT CARDS FOR JUVENILES

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Requirements for a Juvenile Permanent Library Card:

1. Parent or guardian must apply in person
2. Parent or guardian must supply proof of identity
  - Valid driver's license OR
  - Government-issued photo identification OR
  - School identification card
3. Parent or guardian must supply proof of residency or land ownership in the library service area

Persons under 18 years of age are considered juveniles. By applying for a juvenile permanent card, the parent or guardian accepts responsibility for library materials and services used by the juvenile, as well as the juvenile's conduct on library premises. Juveniles may check out up to 25 items at a time on a permanent card. The parent or guardian's library account must be in good standing before any new cards will be issued.

## TEMPORARY CARDS

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Temporary cards are issued to people who plan to be in the service area for six months or less or do not have proof of local residency. A temporary card is available for a small fee and is valid for six months. Temporary card holders may check out up to ten items at a time. Applying for a card affirms that the card holder accepts responsibility for materials borrowed on the card and any fines incurred. A patron may not have more than one valid Homer Public Library card. Temporary cards may not be used for interlibrary loan (ILL).

Requirements for a Temporary Library Card:

1. Apply in person
2. Supply proof of identity
  - Valid driver's license OR
  - Government-issued photo identification OR
  - School identification card
3. Supply proof of mailing address

- Valid driver's license or other government-issued document showing mailing address  
OR
- Evidence of cancelled mail addressed to the applicant postmarked within the last 30 days

A local address may be given in addition if available. General Delivery or delivery c/o (care of) is not acceptable as a mailing address for a temporary card. Both may be used as a supplemental local address.

### **TEMPORARY CARDS FOR JUVENILES**

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Persons under 18 years of age are considered juveniles. By applying for a juvenile temporary card, the parent or guardian accepts responsibility for library materials and services used by the juvenile as well as the juvenile's conduct on library premises. If the parent or guardian has a library card, that library account must be in good standing before a juvenile temporary card will be issued to the juvenile.

Requirements for a Juvenile Temporary Library Card:

1. A parent or guardian must apply in person.
2. Supply proof of identity for the parent or guardian.
3. Supply proof of mailing address for the parent or guardian. Exceptions to the above requirements may be made at the discretion of the Library Director.

### **RECIPROCAL CARDS**

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Certain libraries within Alaska participate in the reciprocal borrowing program, which allows patrons to check out materials from the Homer Public Library using a card from their local library. Materials must be returned to Homer, not to the reciprocal institution. Patrons interested in this program should speak to staff at the front desk. Reciprocal cards may not be used for interlibrary loan (ILL).

Requirements:

1. Must be present in person
2. Must present ID

3. Must present a physical card from another library participating in the reciprocal borrowing program

## **INSTITUTIONAL CARDS**

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On occasion, the library partners with community organizations (such as schools or assisted-living facilities) to make materials available to people within the organization using an “institutional” account. Institutions that wish to take advantage of this option should contact the Library Director.

## **LOST, STOLEN OR DAMAGED CARDS**

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- A patron is responsible for notifying the library promptly of a lost or stolen card.
- A patron is responsible for all items checked out on the card prior to it being reported lost or stolen.
- When a patron reports a library card is lost or stolen, a block is placed on that account number. A replacement card may be issued for a small fee.
- A patron must be present and supply proof of identity when a new card is issued.
- A card may be replaced free of charge at the discretion of library staff for normal wear and tear (e.g., when the scanner is no longer able to read the barcode) or hardship (e.g., patron’s house burned down).
- A patron must verify registration information.



## Other Spaces

Questions about reserving other areas within and around the library should be addressed to the Library Director.

### **FIREPLACE LOUNGE**

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The fireplace lounge occupies the southeast corner of the main floor. It provides space for roughly 40 people (seated) or 60 (standing). A projection screen and overhead speakers are available. The space is suitable for lectures, panel discussions or movie showings (during winter darkness).

### **JOY GRIFFIN CHILDREN'S LIBRARY**

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The children's library can be used for educational activities or programs. Besides the shelving area, the room includes an open floor space for programs, child-sized tables and chairs, and a small computer corner.

### **PLAZA**

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The plaza in front of the library building does not require reservations, though library staff appreciate being informed of any organized activities taking place. Individuals may distribute flyers or display signs in the plaza, but use of the space may not impede access to the library building or create a danger to people or property. Smoking is only permitted at the designated smoking area west of the plaza.

### **WESTERN LOT AND STORY WALK TRAIL**

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A public trail leads westward from the library building, skirting the north edge of the parking lot and continuing into the trees as far as the Poopdeck Trail. The Story Walk Trail displays pages from picture books on posts along the trail. Library programs are occasionally conducted in areas adjacent to the trail, but the library assumes no responsibility for the activities of other groups using the space.

No reservations are needed for using the trail.

## Privacy

The Homer Public Library recognizes the need to protect each individual's right to privacy regarding materials borrowed from the library and questions asked of staff.

### CONFIDENTIALITY OF LIBRARY RECORDS

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Reaffirming the individual's right to read, listen, and view, the Homer Public Library declares that circulation and registration records of the library are confidential in nature, protected by the individual's right to privacy, and that these records are not to be disclosed to any person or agency, government, or other organization, under any circumstance, except upon order from a court of competent jurisdiction. Any costs the library incurs in any search shall be charged to the agency demanding such search.

Authority for this policy is set in Alaska Statutes, Inspection and Copying of Public Records:

Sec. 40.25.140. Confidentiality of library records.

(a) Except as provided in (b) of this section, the names, addresses, or other personal identifying information of people who have used materials made available to the public by a library shall be kept confidential, except upon court order, and are not subject to inspection under AS 40.25.110 or 40.25.120. This section applies to libraries operated by the state, a municipality, or a public school, including the University of Alaska.

(b) Records of a public elementary or secondary school library identifying a minor child shall be made available on request to a parent or guardian of that child. (sec. 1 ch 35 SLA 1985)

To conform to the law: Names, addresses, telephone numbers, or information concerning what items are on a patron's account or what a patron is reading will NOT be given out to anyone, including spouses and law enforcement officers, with the following exceptions:

- Patrons request information in person about their own accounts and can produce their own library cards.
- Patrons request information over the telephone about their own accounts and can provide the account number and PIN.

- Patrons email requesting information about their own accounts from the email address listed for the account and can provide the account number.
- Parents or legal guardians request titles of overdue, lost, or damaged items their minor children have borrowed, and the identity of the person can be verified as a parent or guardian listed on the minor's account.

Under no circumstances should a minor's address or telephone number be given to anyone, including a parent or guardian. A minor is anyone under the age of 18. All notices sent to patrons will be in envelopes or otherwise suitably masked to maintain confidentiality. If at any time there is a question about giving out information from library patron accounts, the staff member will check with the Library Director.

#### **CONFIDENTIALITY OF INTERNET AND OTHER ELECTRONIC ACCESS**

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Internet and other computer use in the library will be considered protected by the confidentiality of library records under Alaska Statutes Section 40.25.140. Any information that identifies internet users with specific materials or subject matters is considered confidential. Such records shall not be made available to any agency of local, state or federal government except pursuant to such process, order or subpoena as may be authorized under the authority of federal, state, or local law relating to criminal, civil or administrative discovery procedures or legislative investigatory power.

Homer Public Library resists the issuance or enforcement of any such process, order or subpoena until such time as proper showing of good cause has been made in a court of competent jurisdiction.

While the library is sensitive to a patron's need for privacy in using all library resources, the library cannot guarantee a patron's privacy while using computer resources. All patrons are expected to respect the privacy of others.

## Programs Led by Library Staff or Friends of Homer Library

Library staff and the Friends of Homer Library routinely organize and run events in the library. Typical events include author readings, Storytime, children's activities, book clubs, and regular meetings of groups that further the educational and cultural goals of the library's mission. Many other programs are one-time events.

Decisions regarding the content and scheduling of such programs rest with library staff and ultimately the Library Director. The selection of programs is guided by the library's mission statement and also considers the following factors:

- Budget
- Space limitations
- Presentation quality
- Interest to target audience
- Educational value (or value that enhances the library mission more broadly)
- The capacity of staff in terms of skills, resources, etc.
- For children or youth, the developmental appropriateness of the program, including its content, length, timing, etc.

Staff will consider all programs that do not conflict with the library's mission, even when those programs may inspire controversy.

All programs are offered to the public free of charge, with the exception of certain events designed to raise funds for the library or Friends of Homer Library. The vast majority of presenters and performers provide their services for free, but the library or Friends may occasionally pay a stipend or travel and lodging costs. Financial arrangements are negotiated on a case-by-case basis.

### CO-HOSTED PROGRAMS

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Homer Public Library, or the Friends of Homer Library, may occasionally co-host events in partnership with outside groups. All such events require authorization from the Library Director. Co-hosted events must meet the following minimum requirements:

- Must be compatible with the library's mission and policies

- Must be free and open to all
- Must not promote a political candidate or cause, or imply library support for any candidate or cause. A public debate or other forum that presents contrasting views is acceptable.
- Must not place undue burdens on staff or volunteers
- The Library Director has the discretion to consider other factors as appropriate

Exceptions to these guidelines may be granted by special permission of the Library Director.

## **RECORDING**

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Library programs take place in a public forum and staff may make recordings, including photographs, video or audio, for purposes of advertising such programs to the public.

## Programs Organized by Community Groups or Individuals

The Homer Public Library welcomes the use of its space by community groups for informational, educational, cultural and civic activities, to the extent that such activities do not interfere with library operations or use of the library by other patrons.

Events require authorization from the Library Director, and permission to run an event within the library does not imply endorsement of the views or content expressed. As a public institution, the library is required to remain neutral on matters of public policy.

### GUIDELINES FOR EVENTS

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- All events held during open hours must be non-commercial and free to the public.
- Direct or indirect sale of any product or service is prohibited, except for sales sponsored by the library or Friends of the Homer Public Library. Non-profit organizations may accept donations to cover the cost of program or workshop presentation.
- Library facility use is intended for specific events rather than for meetings that recur on a regular schedule. Scheduling of library facility use will be limited when necessary to ensure equitable access to the facilities for the entire community.
- Users are responsible for complying with all library rules, for cleanup, and for any damage to the facility, its grounds, or contents.
- Partisan or religious organizations may use meeting spaces as long as this use does not impinge on the right of other patrons to enjoy the library without interference.
- Videos, licensed stage plays and other performances may be used in public programs and after-hours scheduled meetings, but the organizer(s) are responsible for obtaining public performance rights.
- Display of pornographic images in public view in the library is prohibited and may result in loss of library privileges and possible civil or criminal penalties.
- The library does not assume liability for damage to or loss of personal property, or for any personal injury, which occurs as a result of the actions of the sponsors or participants in meetings scheduled at the library.

- Homer Public Library facilities and grounds may not be used for activities deemed inappropriate by the Library Director. Large special events must comply with Homer City Code 5.46.

Users may appeal the Library Director's decision to the city manager, whose decision shall be final.

### **DURING LIBRARY HOURS**

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During open hours, group activities are normally confined to the conference room or study rooms, except for programs led by library staff or the Friends of the Homer Public Library. The Library Director may make exceptions when an event is compatible with library operations and use of the library by other patrons.

### **OUTSIDE LIBRARY HOURS**

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Various spaces in the library are available for rent outside of library hours. Such use requires a reservation and fee. All after-hours events must be approved in advance by the Library Director and supervised by library staff or other supervisors approved by the Library Director. Scheduling of after-hours events is dependent upon availability of an individual approved to supervise. See the After-Hours Facility Use Agreement for fees and the conditions of use.

The fee for use may be waived at the discretion of the Library Director on a case-by-case basis for non-profit groups that provide significant support to the library or Friends of the Homer Public Library.

An After-Hours Facility Use Agreement must be approved by the Library Director.

## **Solicitation, Petitions, and Distribution of Materials**

Individuals or groups may circulate petitions and distribute literature on any topic in the public forum area surrounding the library building, subject to applicable local, state and federal laws and regulations. Persons wishing to circulate petitions or distribute literature should inform staff at the circulation desk before commencing as a courtesy to staff, to confirm location of the public forum areas, and to avoid potential conflicts with scheduled library activities. Distribution of literature and circulation of petitions must not disturb library patrons, impede their access to the library, create a safety hazard, or interfere in any way with normal use of the facility, the grounds, or parking areas.

Circulation of petitions and distribution of literature are forbidden within the library building, under the covered entrance to the library, along the front walkways that connect with sidewalks and the parking area, and in the parking areas in order to maintain safety and allow public access to the library without impediment or disturbance. The remaining library grounds are designated as public forum areas.

All materials must be worded to avoid any implication of endorsement or sponsorship by the Homer Public Library or the City of Homer. Permission to use the library grounds does not constitute an endorsement or sponsorship of any group, individual, organization or event or carry with it any responsibility for representation of all points of view.

Soliciting funds is not permitted within the library building, with the exception of activities that benefit the library or the Friends of Homer Library.



## Study Rooms

The library has six study rooms, one of which is designated as a “special equipment” room for public tools such as the microform reader or the videophone. If this special equipment is not immediately needed, the room is available as a general study room.

- Study rooms are available for use only when the library is open to the general public. Rooms are kept locked when not in use.
- Capacity of the rooms is 6 individuals, with up to 8 individuals allowed on a case-by-case basis with permission from library staff.
- Rooms are available on a first-come, first-served basis except when scheduled by library staff for governmental meetings, one-time educational uses such as proctoring tests, or to accommodate unexpected conflicts in conference room use. Patrons are guaranteed use of the room for a two-hour period. Additional time may be granted if no other groups or individuals wish to use the room.
- Individuals taking proctored examinations may use the group study rooms by appointment. The library’s designated proctor will book rooms for this purpose.

### Identification:

- ~~• One member of a group must agree to be responsible for the use of the room, and must check in at the front desk. Staff will hold the responsible person’s photo ID (or library card if the individual does not have a driver’s license or state ID card) while the group is using the room.~~
- ~~• Patrons taking proctored exams are not required to leave ID at the front desk.~~

The person signing for a group study room is responsible for seeing that it is used in accordance with the following rules and for any damage that might be done to the room or its furnishings.

- Capacity is not to exceed 6 persons without staff permission.
- No food is allowed. Beverages in covered containers only.
- Room is to remain unlocked while in use.
- Lights must be on.
- ~~• Furniture is not to be removed from nor added to the room.~~
- Noise levels should not be audible outside the room.
- No materials may be affixed to walls or other surfaces.

- Users must notify the front desk when finished.
- Room should be left in clean and tidy condition.

Violation of any of the above rules is grounds for the entire group's forfeiture of use of the room.

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## Unattended Children

The library welcomes children to use its facilities and services; however, the safety of children left alone in the library is a serious concern. Responsibility for the behavior and well-being of children using the library rests with the parent (or guardian or caregiver assigned by the parent) and not with the library's personnel. Children under the age of 12 are not considered appropriate guardians for their younger siblings in a library setting. Library staff members cannot supervise children in the library.

If a child under 12 years of age is left unattended in the library, and the child's behavior becomes a problem for other patrons or library staff, the library staff will attempt to locate the child's parents or guardians. If a parent cannot be reached, the City of Homer Police Department will be called to escort the child home or keep the child until parents or guardians can be located. Library employees are not permitted to remain after hours with an unattended child or to give a child a ride home. If a parent cannot be reached by the time the library is to close, the police will be called to escort the child home or keep the child until parents can be reached.

In any situation involving youth safety and specifically whenever parents (or other caregivers) or law enforcement personnel are contacted, staff will complete an Incident Report. In cases of serious violations of the Unattended Children Policy, the library will notify the Alaska Division of Family and Youth Services.

## User Conduct

### GENERAL GUIDELINES

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The Homer Public Library is available to persons of all ages. While everyone has an equal right to access library services and facilities, no person has the right to interfere with the ability of others to use and enjoy library resources, services, and facilities.

The Library Director and staff are responsible for enforcing patron conduct in the library. Anyone found to be interfering with another's use of the library will be asked to stop the behavior or activity. If the behavior continues, the staff will ask the individual to leave the library. Failure to leave will result in a call for police assistance. Repeated or serious violations may result in denial of library privileges and permanent exclusion.

No list can be exhaustive; however, any conduct which disrupts library use is prohibited. The following are not acceptable in the library:

- Harassing or threatening others verbally, physically, sexually, or electronically. Harassment includes (but is not limited to) deliberately disturbing or distracting others, using abusive or profane language, and other behaviors designed to make the target feel uncomfortable or endangered.
- Bringing animals into the facility, with the exception of service animals as defined by the Americans with Disabilities Act, Titles II and III, and Alaska law (AS 11.76.130).
- Consuming food inside the library, except where and when specifically permitted by the Library Director. Beverages in covered containers are allowed.
- Smoking, vaping, drugs, and alcoholic beverages are not allowed in the library. Smoking is allowed in a designated smoking area 50 feet from the library entrance.
- Excessive noise.
- Destroying or defacing property of others, including library property.
- Stealing library materials.
- Making unauthorized or inappropriate use of library equipment.
- Trespassing into any area closed to the public.

- Using a bicycle, skateboard, scooter, roller or in-line skates in the library or near the entrance and entryway sidewalks.
- Exhibiting odor or fragrance that disturbs others to the point that it interferes with library activities, use of library resources, or staff work.
- Using library facilities for purposes of bathing or sleeping.
- Having a visible infestation of lice, parasites, or other pests.
- Having wet or soiled clothing that may stain or befoul library furniture.
- Committing any other illegal acts or conduct in violation of federal, state, or local law, ordinance, or regulation.

## Volunteers

The library depends on dedicated volunteers! Each week hundreds of books are shelved, mended and made available to the public thanks in part to the hard work of people who donate their time and skills to ensure the institution's success.

Staff can sign off on community service hours or certify work experience for educational programs.

The information below is specific to the library, but the library's policies will conform to the larger City of Homer Volunteer Policy, if and when such a policy is created.

### APPLICATION PROCESS

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Anyone interested in volunteering at the library must fill out an application form, available at the front desk or on the library's website. The staff volunteer coordinator will reach out to schedule shifts and provide training.

Volunteers who would like to work with youth (under age 18) will need to pass a background check, unless the volunteers themselves are under age 18.

The simplest background check is the Alaska State Troopers name-only search. The library will cover the application fee if the application is processed directly by library staff. Background checks must be renewed every 3 years. **Volunteers who already have a background check can simply demonstrate that their existing clearance is up to date.** Examples include:

- Kenai Peninsula Borough School District
- Military or government security clearance
- Community care license
- Clearance provided by another community organization that works with youth

### RESPONSIBILITIES

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Homer Public Library has many jobs for volunteers. Ongoing work includes shelving library materials, mending or cleaning books, shelf-maintenance and processing new materials. If you are interested in any particular area please specify your job preference on the volunteer application. Occasionally a

special program or project requires the help of volunteers and the library keeps a list of those willing to be called as needed. The work may be independent or in small groups.

Volunteers supplement the duties and activities of paid employees, and may be mistaken for regular staff. Due to this, volunteers are held to the same standards of professional behavior as paid employees. Volunteers should not exceed the limits of training, but refer difficult or complex questions to staff. Volunteers who consistently violate library rules or fail to complete tasks may be asked to resign.

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## Appendices

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## RELEVANT LAWS

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### Homer City Code

Chapter 2.48: Public Library

Chapter 5.46: Special Events

Chapter 19.08.030: Parking or Camping Prohibited

### State of Alaska Statutes

Alaska Statute 11.76.130: Interference with Rights of Physically or Mentally Challenged Person

Alaska Statute 14.56.400: Public Libraries

Alaska Statute 29.35.145: Regulation of Firearms

Alaska Statute 40.25.140: Confidentiality of Library Records

### United States Constitution, Code and Statutes

First Amendment to the U.S. Constitution

Americans with Disabilities Act, Title II, Section 35.136: Service Animals

U.S. Code Title 17: Copyrights

### Case Law

**See the appendices on “Materials Reconsideration: Compendium of Selected Library Cases” and “Materials Reconsideration: Standard of Review” for further details on the cases below.**

- 1. *Reno v. American Civil Liberties Union*, 521 U.S. 844 (1997)**
- 2. *Kreimer v. Bureau of Police of the Town of Morristown*, 958 F.2d 1242, 1255 (3d Cir. 1992)**
- 3. *Minarcini v. Strongsville City School District*, 541 F.2d 577 (6<sup>th</sup> Cir. 1976)**
- 4. *Erznoznik v. City of Jacksonville*, 422 U.S. 205, 213 (1975)**
- 5. *Miller v. California*, 413 U.S. 15 (1973)**
- 6. *Case v. Unified Dist. No. 233*, 908 F.Supp. 864 (D.Kansas 1995)**

7. *Pratt v. Independent School Dist. No. 18, Forest Lake, Minn.*, 670 F.2d 771 (8<sup>th</sup> Cir. 1982)
8. *Fayetteville Public Library v. Crawford County, Arkansas*, 684 F. Supp.3d 879 (W.D. Ark. 2023)
9. *Gay Guardian Newspaper v. Ohoopee Regional Library System*, 235 F.Supp.2d 1362 (S.D. Georgia 2002)
10. *Island Trees Sch. Dist. v. Pico by Pico*, 457 U.S. 853, 872 (1982)
11. *ACLU of Florida v. Miami-Dade County School Bd.*, 557 F.3d 1177, 1202 (11<sup>th</sup> Cir. 2009)
12. *Sund v. City of Wichita Falls, Texas*, 121 F. Supp. 2d 530 (N.D. Texas, 2000)
13. *Turner Broadcasting, Inc. v. FCC*, 512 U.S. 622 (1994)

## LIBRARY BILL OF RIGHTS

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The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
- VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/librarybill>.

## CODE OF ETHICS OF THE AMERICAN LIBRARY ASSOCIATION

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As members of the American Library Association, we recognize the importance of codifying and making known to the profession and to the general public the ethical principles that guide the work of librarians, other professionals providing information services, library trustees and library staffs.

Ethical dilemmas occur when values are in conflict. The American Library Association Code of Ethics states the values to which we are committed, and embodies the ethical responsibilities of the profession in this changing information environment.

We significantly influence or control the selection, organization, preservation, and dissemination of information. In a political system grounded in an informed citizenry, we are members of a profession explicitly committed to intellectual freedom and the freedom of access to information. We have a special obligation to ensure the free flow of information and ideas to present and future generations.

The principles of this Code are expressed in broad statements to guide ethical decision making. These statements provide a framework; they cannot and do not dictate conduct to cover particular situations.

1. We provide the highest level of service to all library users through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.
2. We uphold the principles of intellectual freedom and resist all efforts to censor library resources.
3. We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.
4. We respect intellectual property rights and advocate balance between the interests of information users and rights holders.
5. We treat co-workers and other colleagues with respect, fairness, and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of our institutions.

6. We do not advance private interests at the expense of library users, colleagues, or our employing institutions.
7. We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of the aims of our institutions or the provision of access to their information resources.
8. We strive for excellence in the profession by maintaining and enhancing our own knowledge and skills, by encouraging the professional development of co-workers, and by fostering the aspirations of potential members of the profession.
9. We affirm the inherent dignity and rights of every person. We work to recognize and dismantle systemic and individual biases; to confront inequity and oppression; to enhance diversity and inclusion; and to advance racial and social justice in our libraries, communities, profession, and associations through awareness, advocacy, education, collaboration, services, and allocation of resources and spaces.

Adopted at the 1939 Midwinter Meeting by the ALA Council; amended June 30, 1981; June 28, 1995; January 22, 2008; and June 29, 2021.

Retrieved 2/14/23 from <https://www.ala.org/tools/ethics>.

## FREEDOM TO READ STATEMENT

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The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can

initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.



6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

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This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

*A Joint Statement by:*

[American Library Association](#)

[Association of American Publishers](#)

*Subsequently endorsed by:*

[American Booksellers for Free Expression](#)

[The Association of American University Presses](#)

[The Children's Book Council](#)

[Freedom to Read Foundation](#)

[National Association of College Stores](#)

[National Coalition Against Censorship](#)

[National Council of Teachers of English](#)

The Thomas Jefferson Center for the Protection of Free Expression

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## FREEDOM TO VIEW STATEMENT

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The **FREEDOM TO VIEW**, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.
2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.
3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.
4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.
5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

Endorsed January 10, 1990, by the ALA Council

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## LIBRARIES: AN AMERICAN VALUE

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Libraries in America are cornerstones of the communities they serve. Free access to the books, ideas, resources, and information in America's libraries is imperative for education, employment, enjoyment, and self-government.

Libraries are a legacy to each generation, offering the heritage of the past and the promise of the future. To ensure that libraries flourish and have the freedom to promote and protect the public good in the 21st century, we believe certain principles must be guaranteed.

To that end, we affirm this contract with the people we serve:

- We defend the constitutional rights of all individuals, including children and teenagers, to use the library's resources and services;
- We value our nation's diversity and strive to reflect that diversity by providing a full spectrum of resources and services to the communities we serve;
- We affirm the responsibility and the right of all parents and guardians to guide their own children's use of the library and its resources and services;
- We connect people and ideas by helping each person select from and effectively use the library's resources;
- We protect each individual's privacy and confidentiality in the use of library resources and services;
- We protect the rights of individuals to express their opinions about library resources and services;
- We celebrate and preserve our democratic society by making available the widest possible range of viewpoints, opinions and ideas, so that all individuals have the opportunity to become lifelong learners - informed, literate, educated, and culturally enriched.

Change is constant, but these principles transcend change and endure in a dynamic technological, social, and political environment.

By embracing these principles, libraries in the United States can contribute to a future that values and protects freedom of speech in a world that celebrates both our similarities and our differences, respects individuals and their beliefs, and holds all persons truly equal and free.

Adopted February 3, 1999, by the Council of the American Library Association

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/americanvalue>.

DRAFT

## ACCESS TO LIBRARY RESOURCES AND SERVICES FOR MINORS: AN INTERPRETATION OF THE LIBRARY BILL OF RIGHTS

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The American Library Association supports equal and equitable access to all library resources and services by users of all ages. Library policies and procedures that effectively deny minors equal and equitable access to all library resources and services available to other users is in violation of the American Library Association's *Library Bill of Rights*. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the *Library Bill of Rights* states, "A person's right to use a library should not be denied or abridged because of origin, age, background, or views." The right to use a library includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, apparent maturity, educational level, literacy skills, emancipatory or other legal status of users violates Article V. This includes minors who do not have a parent or guardian available to sign a library card application or permission slip. Unaccompanied youth experiencing homelessness should be able to obtain a library card regardless of library policies related to chronological age.

School and public libraries are charged with the mission of providing services and resources to meet the diverse interests and informational needs of the communities they serve. Services, materials, and facilities that fulfill the needs and interests of library users at different stages in their personal development are a necessary part of providing library services and should be determined on an individual basis. Equitable access to all library resources and services should not be abridged based on chronological age, apparent maturity, educational level, literacy skills, legal status, or through restrictive scheduling and use policies.

Libraries should not limit the selection and development of library resources simply because minors will have access to them. A library's failure to acquire materials on the grounds that minors may be able to access those materials diminishes the credibility of the library in the community and restricts access for all library users.

Children and young adults unquestionably possess First Amendment rights, including the right to receive information through the library in print, sound, images, data, social media, online

applications, games, technologies, programming, and other formats.<sup>1</sup> Constitutionally protected speech cannot be suppressed solely to protect children or young adults from ideas or images a legislative body believes to be unsuitable for them.<sup>2</sup> Libraries and their library governing bodies should not resort to age restrictions in an effort to avoid actual or anticipated objections, because only a court of law can determine whether or not content is constitutionally protected.

Article VII of the *Library Bill of Rights* states, “All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use.” This includes students and minors, who have a right to be free from any unreasonable intrusion into or surveillance of their lawful library use.<sup>3</sup>

The mission, goals, and objectives of libraries cannot authorize libraries and their governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents and guardians. As “*Libraries: An American Value*” states, “We affirm the responsibility and the right of all parents and guardians to guide their own children’s use of the library and its resources and services.”<sup>4</sup> Libraries and their governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child. Libraries and their governing bodies shall ensure that only parents and guardians have the right and the responsibility to determine their children’s—and only their children’s—access to library resources. Parents and guardians who do not want their children to have access to specific library services, materials, or facilities should so advise their own

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<sup>1</sup> *Brown v. Entertainment Merchant’s Association, et al.* 564 U.S. 08-1448 (2011).

<sup>2</sup> *Erznoznik v. City of Jacksonville*, 422 U.S. 205 (1975): “Speech that is neither obscene as to youths nor subject to some other legitimate proscription cannot be suppressed solely to protect the young from ideas or images that a legislative body thinks unsuitable for them. In most circumstances, the values protected by the First Amendment are no less applicable when government seeks to control the flow of information to minors.” See also *Tinker v. Des Moines School Dist.*, 393 U.S. 503 (1969); *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624 (1943); *AAMA v. Kendrick*, 244 F.3d 572 (7th Cir. 2001).

<sup>3</sup> “[Privacy: An Interpretation of the Library Bill of Rights](#),” adopted June 19, 2002, by the ALA Council; amended July 1, 2014; and June 24, 2019.

<sup>4</sup> “[Libraries: An American Value](#),” adopted on February 3, 1999, by ALA Council.

children. Libraries and library governing bodies should not use rating systems to inhibit a minor's access to materials.<sup>5</sup>

Libraries and their governing bodies have a legal and professional obligation to ensure that all members of the communities they serve have free and equitable access to a diverse range of library resources and services that is inclusive, regardless of content, approach, or format. This principle of library service applies equally to all users, minors as well as adults. Lack of access to information can be harmful to minors. Libraries and their governing bodies must uphold this principle in order to provide adequate and effective service to minors.

Adopted June 30, 1972, by the ALA Council; amended July 1, 1981; July 3, 1991; June 30, 2004; July 2, 2008 *under previous name* "Free Access to Libraries for Minors"; July 1, 2014; and June 25, 2019.

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/librarybill/interpretations/minors>.

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<sup>5</sup> "[Rating Systems: An Interpretation of the Library Bill of Rights](#)," adopted on June 30, 2015, by ALA Council; amended June 25, 2019.



## POLITICS IN AMERICAN LIBRARIES: AN INTERPRETATION OF THE LIBRARY BILL OF RIGHTS

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The First Amendment to the United States Constitution states that “Congress shall make no law . . . abridging the freedom of speech, or of the press...” The Library Bill of Rights specifically states that “all people” and “all points of view” should be included in library materials and information. There are no limiting qualifiers for viewpoint, origin, or politics. Thus there is no justification for the exclusion of opinions deemed to be unpopular or offensive by some segments of society no matter how vocal or influential their opponents may be at any particular time in any particular place.

Associate Justice William J. Brennan, Jr. observed in *New York Times Co. v. Sullivan*, 376 U.S. 254 (1964), “[There exists a] profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly sharp attacks on government and public officials.”

Therefore, libraries should collect, maintain, and provide access to as wide a selection of materials, reflecting as wide a diversity of views on political topics as possible, within their budgetary constraints and local community needs. A balanced collection need not and cannot contain an equal number of resources representing every possible viewpoint on every issue. A balanced collection should include the variety of views that surround any given issue.<sup>6</sup>

If a library has designated a space for community use, it must make that space available to all community organizations and groups regardless of their views or affiliations.<sup>7</sup> Libraries should rely on appropriate time, place, and manner regulations to guarantee equitable access and to avoid misuse of library space. These may include regulations governing the frequency and length of meetings and

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<sup>6</sup> “[Diverse Collections: An Interpretation of the Library Bill of Rights](#),” Adopted July 14, 1982, by the ALA Council; amended January 10, 1990; July 2, 2008; July 1, 2014 *under previous name* “Diversity in Collection Development”; and June 25, 2019.

<sup>7</sup> “[Meeting Rooms: An Interpretation of the Library Bill of Rights](#),” Adopted July 2, 1991, by the ALA Council; amended June 26, 2018; amended version rescinded August 16, 2018; amended January 29, 2019.

penalties on disruptive behavior.<sup>8</sup> Libraries should establish similar regulations if they make library space available for public exhibits or the public distribution of literature.<sup>9</sup>

The robust exchange of ideas and opinions is fundamental to a healthy democracy. Providing free, unfettered access to those ideas and opinions is an essential characteristic of American libraries. Therefore, libraries should encourage political discourse as part of civic engagement in forums designated for that purpose. Libraries should not ignore or avoid political discourse for fear of causing offense or provoking controversy.

Special limitations may apply to workplace speech (including political advocacy) by library employees.<sup>10</sup> When libraries are used as polling places, state statute or local ordinance may mandate temporary time, place, and manner restrictions on the political expression of members of the public, poll workers, and library employees while polling places are open.

This interpretation is most clearly applicable to public libraries. School, academic, and private libraries, including those associated with religious institutions, should apply these guidelines as befits or conforms to their institutional mission.

Endorsed by the ACRL Professional Values Committee in June 2017. Adopted June 27, 2017, by the ALA Council.

Retrieved 2/14/23 from <https://www.ala.org/advocacy/intfreedom/librarybill/interpretations/politics>.

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<sup>8</sup> "[Guidelines for the Development of Policies and Procedures Regarding User Behavior and Library Usage](#)," Adopted January 24, 1993, by the Intellectual Freedom Committee; revised November 17, 2000; revised January 19, 2005; and March 29, 2014.

<sup>9</sup> "[User-Initiated Exhibits, Displays, and Bulletin Boards: An Interpretation of the Library Bill of Rights](#)," Adopted July 2, 1991, by the ALA Council; amended June 30, 2004, July 1, 2014 *under previous name* "Exhibit Spaces and Bulletin Boards"; and June 25, 2019.

<sup>10</sup> "[Speech in the Workplace Q&A](#)," Adopted by the Committee on Professional Ethics, July 2001; amended January 2004; June 26, 2006; January 24, 2007; July 1, 2014; and April 30, 2019.

## MEETING ROOMS: AN INTERPRETATION OF THE LIBRARY BILL OF RIGHTS

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Many libraries provide meeting rooms and other spaces designated for use by the public for meetings and other events as a service to their communities. Article VI of the *Library Bill of Rights* states, “Libraries which make ... meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.” Libraries do not advocate for or endorse the viewpoints expressed in meetings by meeting room users, just as they do not endorse the viewpoints of works in their collections. The presence and activities of some groups in public spaces, while constitutionally protected, can cause fear and discomfort in some library users and staff. Libraries should adopt and enforce user behavior policies that protect library users and staff from harassment while maintaining their historic support for the freedom of speech.<sup>11</sup> This interpretation provides general guidelines regarding meeting rooms and other spaces for public gatherings, and it does not constitute legal advice.

Publicly funded libraries are not obligated to provide meeting room space to the public. If libraries choose to do so, such spaces are considered designated public forums<sup>12</sup>, and legal precedent holds that libraries may not exclude any group based on the subject matter to be discussed or the ideas for which the group advocates.<sup>13, 14</sup> However, if a group's actions during a meeting disrupt or harass others in the library, library policies regarding acceptable behavior may apply. If libraries adopt policies that are perceived to restrict potentially controversial groups' access to meeting rooms, they may face legal and financial consequences. Allowing religious groups to use library meeting rooms and spaces does not constitute a breach of the First Amendment's Establishment Clause.<sup>15</sup>

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<sup>11</sup> “[Resolution on Libraries as Responsible Spaces](#),” Committee on Diversity, adopted June 26, 2017 by the ALA Council.

<sup>12</sup> [Concerned Women for America v. Lafayette County](#), 883 F.2d 32 (5th Cir. 1989).

<sup>13</sup> *Hale v. Schaumburg Township District Library*, et al., 01-cv-2220 (N.D. Ill. 2001); *Hale, et al., v. Schell and the Martin Library Board of Directors*, 1:02-cv-1156 (M.D. Pa. 2002).

<sup>14</sup> “[White Supremacist Wins Library Venue in Schaumburg](#),” American Libraries Magazine, August 20, 2001; “[White Supremacists to Meet after Library Changes Policy](#),” Library Journal staff, Library Journal, November 25, 2002.

<sup>15</sup> [Concerned Women for America v. Lafayette County](#), 883 F.2d 32 (5th Cir. 1989).

Libraries offering meeting rooms and spaces should develop and publish policies governing use after consultation with legal counsel. These policies should properly define time, place, or manner of use; such restrictions should not pertain to the content of a meeting or to the beliefs or affiliations of the sponsors. Policies should be regularly reviewed with staff and made available to the public in all of the commonly used languages within the community served.

Libraries should write policies in inclusive rather than exclusive terms. A policy that the library's facilities are open "to organizations engaged in educational, cultural, intellectual, charitable, advocacy, civic, religious, or political activities" is an inclusive statement of the limited uses of the facilities. For example, if a library allows charities and sports clubs to discuss their activities in library meeting rooms, then the library should not exclude partisan political or religious groups from discussing their activities in the same facilities. If a library opens its meeting rooms to a wide variety of civic organizations, then the library may not deny access to a religious organization.

Written policies may also include limitations on frequency of use and require adherence to the library's behavior policy.<sup>16</sup> The meeting room policy should also state whether meetings held in library spaces must be open to the public or if the library allows private events. Libraries may choose to offer space for public or private events unless restricted by state or local laws. The same standards and policies should apply to all meeting room uses. Library users should have a process through which they may appeal the denial of meeting room use.

If meeting rooms and spaces are open to the public, libraries should include a section in their policy that addresses fees. Charging fees does not change the status of meeting rooms and spaces as designated public forums. Library governing bodies that decide to charge fees for use of library spaces should consider local and state laws, the ALA's *Code of Ethics*, and the *Library Bill of Rights*. Charging fees for the use of library meeting rooms or facilities may abridge or deny access for some community members.<sup>17</sup>

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<sup>16</sup> "[Guidelines for the Development of Policies and Procedures Regarding User Behavior and Library Usage](#)," adopted January 24, 1993 by the Intellectual Freedom Committee; revised November 17, 2000; January 19, 2005; and March 29, 2014.

<sup>17</sup> "[Economic Barriers to Information Access: An Interpretation of the Library Bill of Rights](#)," adopted June 30, 1993, by the ALA Council and amended June 25, 2019.

Article V of the *Library Bill of Rights* states, “A person’s right to use a library should not be denied or abridged because of origin, age, background, or views.” This applies with equal force to the library’s meeting rooms and spaces designated for public use as it does to the library’s collections and services.

Adopted July 2, 1991, by the ALA Council; amended June 26, 2018; amended version rescinded August 16, 2018; amended January 29, 2019.

Retrieved 2/14/23 from

<https://www.ala.org/advocacy/intfreedom/librarybill/interpretations/meetingrooms>.

## **LABELING SYSTEMS: AN INTERPRETATION OF THE LIBRARY BILL OF RIGHTS**

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The American Library Association affirms the rights of individuals to form their own opinions about resources they choose to read, view, listen to, or otherwise access. Libraries do not advocate the ideas found in their collections or in resources accessible through the library. The presence of books and other resources in a library does not indicate endorsement of their contents by the library. Likewise, providing access to digital information does not indicate endorsement or approval of that information by the library. Labeling systems present distinct challenges to these intellectual freedom principles.

Labels may be a library-sanctioned means of organizing resources or providing guidance to users. They may be as simple as a colored dot or strip of tape indicating reference books or fiction or as elaborate as the Dewey Decimal or Library of Congress call number systems.

Labels as viewpoint-neutral directional aids are intended to facilitate access by making it easier for users to locate resources. Users may choose to consult or ignore the directional aids at their own discretion. Viewpoint-neutral directional labels are a convenience designed to save time. These are different in intent from attempts to prejudice, discourage, or encourage users to access particular library resources or to restrict access to library resources. Labeling as an attempt to prejudice attitudes is a censor's tool. The American Library Association opposes labeling as a means of predisposing people's attitudes toward library resources.

Prejudicial labels are designed to restrict access, based on a value judgment that the content, language, or themes of the resource, or the background or views of the creator(s) of the resource, render it inappropriate or offensive for all or certain groups of users. The prejudicial label is used to warn, discourage, or prohibit users or certain groups of users from accessing the resource. Such labels sometimes are used to place materials in restricted locations where access depends on staff intervention.

Directional aids can also have the effect of prejudicial labels when their implementation becomes proscriptive rather than descriptive. When directional aids are used to forbid access or to suggest moral or doctrinal endorsement, the effect is the same as prejudicial labeling. Even well-intentioned labels may have this effect.

Prejudicial labeling systems assume that the libraries have the institutional wisdom to determine what is appropriate or inappropriate for its users to access. They presuppose that individuals must be directed in making up their minds about the ideas they examine. The American Library Association opposes the use of prejudicial labeling systems and affirms the rights of individuals to form their own opinions about resources they choose to read, view, listen to, or otherwise access.

Adopted on June 30, 2015, by ALA Council.

Retrieved 2/13/2023 from

<https://www.ala.org/advocacy/intfreedom/librarybill/interpretation/labeling-systems>.

## MATERIALS RECONSIDERATION: COMPENDIUM OF SELECTED LIBRARY CASES

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### 1. *Reno v. American Civil Liberties Union*, 521 U.S. 844 (1997)

Passed into law as part of the Telecommunications Act of 1996, the Communications Decency Act (CDA) contained anti-indecency provisions which formed the basis for this case. The CDA made it a criminal act to (among other things) knowingly use a computer to send a minor images, requests, comments, or suggestions of a sexual nature and also criminalized transmitting “obscene or indecent” material to people known to be minors.

The ACLU sued the federal government, arguing that the CDA restricted the First Amendment rights of adults to access speech and material online. The Supreme Court agreed, finding that the CDA violated the First Amendment because it was overly broad and therefore abridged protected speech (*Reno* at 874). The Court further noted that “in the absence of evidence to the contrary, we presume that governmental regulation of the content of speech is more likely to interfere with the free exchange of ideas than to encourage it” (*Id.* at 885).

### 2. *Kreimer v. Bureau of Police of the Town of Morristown*, 958 F.2d 1242 (3d Cir. 1992).

Richard Kreimer was a homeless man who frequently entered his local library and disrupted patrons and staff by staring at and following them, as well as emitting a smell which drove others away. Eventually, the library instituted rules designed to prevent him from accessing the library. He sued, arguing that the library rules violated his Constitutional rights.

While Mr. Kreimer ultimately lost at the Third Circuit Court of Appeals, the opinion noted that he had a constitutional right to receive information and determined that a public library is a ‘designated public forum’ (*Kreimer* at 1259). Such a categorization means that any library restrictions relating to speech and other forms of expression must be content-neutral, narrowly tailored, and involve a significant government interest (*Kreimer* at 1255), while restrictions on non-speech in a public forum must be merely ‘reasonable’ (*Id.* at 1262, citing *U.S. v. Kokinda*, 497 U.S. 3115, 3121 (1990) (internal citations omitted)).

### 3. *Minarcini v. Strongsville City School District*, 541 F.2d 577 (6th Cir. 1976).

A group of students sued their local school district after the district ordered that *Catch 22* and *Cat’s Cradle* be removed from the school library. While the Sixth Circuit said that a school district may



make decisions regarding the books to be used in educational curriculum (*Minarcini* at 579-80), they also ruled that removal of the books from the library was unconstitutional (*Id.* at 582-83). In addition to referring to the library as “a storehouse of knowledge” (*Id.* at 581), the Sixth Circuit cited the then-recent Supreme Court case of *Virginia State Board of Pharmacy v. Virginia Citizens Consumers Council, Inc.*, for the proposition (supported by numerous prior cases) that the First Amendment includes the right to receive information (425 U.S. 748, 756 (1976)).

4. *Erznoznik v. City of Jacksonville*, 422 U.S. 205 (1975).

Jacksonville passed an ordinance banning drive-in movies from being shown if they contained nudity. The manager of a drive-in theater sued after he was charged with violating the ordinance after showing an R-rated movie.

The Supreme Court struck down the law, noting that the First Amendment limits the government’s ability to stifle access to some speech while allowing other speech, and that such restrictions are not allowed when the potentially offended person can easily avoid the speech (*Erznoznik* at 209). The Court noted that the effect of the law was to prevent theaters from showing movies containing any nudity, regardless of whether the films were educational, entertaining, or innocent (*Id.* at 212), and further noted that any restrictions on children’s access must be more tailored than Jacksonville’s ordinance (*Id.* at 212-13).

5. *Miller v. California*, 413 U.S. 15 (1973).

Marvin Miller appealed his conviction for sending pornographic material through the mail. The Supreme Court noted that regulating expression was inherently fraught and that any statutes attempting to do so must be “carefully limited” (*Miller* at 23-24). After examining prior cases addressing obscenity statutes, the Court published its three-part test,<sup>18</sup> now known as the *Miller* Test, for determining whether a state can ban some type of media as obscene (*Id.* at 39).

6. *Case v. Unified Dist. No. 233*, 908 F.Supp. 864 (D.Kansas 1995).

After a Kansas school board removed a book containing a romantic relationship involving two teenage girls from local schools’ libraries, students sued the district, arguing that the removal violated their First Amendment rights to access the material. After applying the test found in

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<sup>18</sup> See the appendix to this document, “Materials Reconsideration: Standard of Review.”

*Pico* (namely, whether the actual motivation for removing the book was the school board members' personal animus toward the ideas contained in the book), the court found that the school board "intended to deny students... access to these ideas" (Case at 875-76). The court disallowed the school board from removing the book from the libraries.

7. *Pratt v. Independent School Dist. No. 18, Forest Lake, Minn.*, 670 F.2d 771 (8th Cir. 1982)

A school district included in its high school curriculum a movie (and its associated "trailer" version of the movie) about a fictional small town which randomly selected one person to be stoned to death annually. After the local population complained about the movie, arguing against its violence and that it existed to undermine family values and religious attitudes, the school board voted to remove the movie from the curriculum. Several students then brought suit against the decision on First Amendment grounds.

The district court determined that the removal was based on objections to the "ideological content" of the movie and was therefore improper under the First Amendment (*Pratt* at 773). The school district appealed to the Eleventh Circuit, which affirmed the district court's ruling while stating that the school board "cannot constitutionally ban the films because a majority of its members object to the films' religious and ideological content and wish to prevent the ideas contained in the material from being expressed in the school" (*Id.*).

8. *Fayetteville Public Library v. Crawford County, Arkansas*, 684 F.Supp.3d 879 (W.D. Ark. 2023).

The state of Arkansas passed a law which provided criminal penalties for the new crime of "furnishing a harmful item to a minor," with the term "harmful to minors" defined in part by using the three-part *Miller* test. The law also contained a provision under which challenged books could be withdrawn from a library after they were "challenged for appropriateness." The statute did not define "appropriateness."

Librarians, booksellers, and others sued to stop the law from going into effect, arguing that the law was vague, infringing on the First Amendment right to access speech, and would have the effect of either forcing all books out of children's sections or would prompt bookstores to bar entry to minors.

The district court agreed and prevented the law from going into effect, ruling that the provision to withdraw material from library shelves would easily involve content-based restrictions on allowed speech (*Fayetteville Public Library* at 907), and noting that content-based laws are presumed to be unconstitutional unless they are both narrowly tailored and the government can show such a law serves a compelling state interest (*Id.* at 908). The law here was neither.

9. *Gay Guardian Newspaper v. Ochopee Regional Library System*, 235 F.Supp.2d 1362 (S.D. Georgia 2002).

A library had a free literature table in the lobby, on which a gay-rights advocacy newspaper was provided. After complaints from patrons regarding the newspaper's inclusion, the library closed the free literature table entirely, and the publisher of the newspaper then sued on First Amendment grounds. While all involved agreed that only censoring access to the newspaper would violate the Constitution, the court ruled that the wholesale closure of the free literature table amounted to a content-neutral restriction of the forum itself (i.e. the table) and therefore did not violate the First Amendment (*Gay Guardian Newspaper* at 1368).

The court quotes *American Library Ass'n v. U.S.* when it notes that “generally[,] the First Amendment subjects libraries’ content-based decisions about which print materials to acquire for their collections to only rational review. In making these decisions, public libraries are generally free to adopt collection development criteria that reflect not simply patrons’ demand for certain material, but also the library’s evaluation of the material’s quality” (201 F.Supp.2d 401, 462 (E.D.Pa. 2002)).

10. *Island Trees Sch. Dist. v. Pico*, 457 U.S. 853, 872 (1982).

A school board removed numerous books from school libraries and overruled a committee it had created which recommended the reinstatement of several of the books. A group of students in the district then sued, arguing that their First Amendment rights had been violated by preventing them from accessing the books.

The Supreme Court split on the outcome of the case. Four justices said that the removal violated the First Amendment, four said it did not, and one justice wrote that, for procedural reasons, evaluating the First Amendment question was unnecessary. The four justices who deemed the removal a constitutional violation wrote that, “[l]ocal school boards may not remove books

from school libraries simply because they dislike the ideas contained in those books and seek by their removal to ‘prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion’” (*Pico* at 854, quoting *W. Va. Board of Ed. V. Barnette*, 319 U.S. 624, 642 (1943)).

11. *ACLU of Florida v. Miami-Dade County School Bd.*, 557 F.3d 1177, 1202 (11th Cir. 2009).

After a parent complained that a school library book about Cuba was factually inaccurate and it was removed, another parent sued the local school board on behalf of his son. The School Board argued that they removed the book not because they disliked the ideas in the book (See *Pico*), but because the book was clearly inaccurate. The Eleventh Circuit ruled that the book could be removed because it contained numerous factual inaccuracies and misleading omissions, stating, “[t]here is no constitutional right to have books containing misstatements of objective facts shelved in a school library” (*ACLU of Florida* at 1202).

12. *Sund v. City of Wichita Falls, Texas*, 121 F. Supp. 2d 530, 547 (N.D. Texas, 2000).

A local reverend spearheaded a campaign to remove two children’s books from the local library in Wichita Falls. Both books depicted children with same-sex parents. In response to community pressure, the City Council passed a resolution which mandated that a book be removed from the children’s section and placed elsewhere if 300 or more library card holders signed a petition to that effect.

The court ruled that the resolution violated the First Amendment, stating that it “burden[ed] fully-protected speech on the basis of content and viewpoint and they therefore cannot stand” (*Sund* at 547). The court pointed to *Reno v. ACLU* and *Board of Education v. Pico* in noting that the First Amendment protects the right of both children and adults to receive information (*Id.*), and pointed out that, under *Pico*, government officials cannot remove books from the library simply because the books contain ideas or concepts they dislike (*Id.* at 548, quoting *Pico* at 872).

## MATERIALS RECONSIDERATION: STANDARD OF REVIEW

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In considering whether a given item should remain in the library's collection, the Library Advisory Board is guided by the following legal precedents, as of March 18, 2025.

1. The First Amendment to the United States Constitution protects the right to receive information, a right vigorously enforced in the context of public libraries. *Reno v. American Civil Liberties Union*, 521 U.S. 844 (1997), and *Kreimer v. Bureau of Police*, 958 F.2d 1242, 1255 (3d Cir. 1992), *Minarcini v. Strongsville City School District*, 541 F.2d 577 (6th Cir. 1976).
2. Speech that is neither obscene as to youths nor subject to some other legitimate prohibition cannot be suppressed by the Library solely to protect the young from ideas or images. *Erznoznik v. City of Jacksonville*, 422 U.S. 205, 213 (1975).
3. The standard for determining whether a book is inappropriate involves evaluating whether the content is obscene. Obscenity is defined in *Miller v. California*, 413 U.S. 15, 39 (1973). Under this test, material is considered obscene if:
  - (a) whether the average person applying contemporary community standards would find the work, taken as a whole, appeals to the prurient interest (an improper appeal to a sexual desire).
  - (b) whether the work depicts or describes, in an offensive way, sexual conduct in light of community standards specifically defined by the applicable state law; and
  - (c) whether the work, taken as a whole, lacks serious literary, artistic, political or scientific value.
4. This means that for a book to be banned on legal grounds, there must be a solid, objective reason for banning it. This reason must be grounded in these obscenity standards. Subjective disagreements over ideology or content (viewpoint discrimination) do not provide legal justification for the banning of books. In other words, government regulation of speech must be viewpoint neutral. The removal of content that favors one viewpoint is therefore unconstitutional. *Case v. Unified Dist. No. 233*, 908 F.Supp. 864, 875-76 (D.Kansas 1995), *Pratt v. Independent School Dist. No. 18*,

*Forest Lake, Minn.*, 670 F.2d 771, 776-77 (8<sup>th</sup> Cir. 1982), and *Fayetteville Public Library v. Crawford County, Arkansas*, 684 F.Supp.3d 879, 906 (W.D. Ark. 2023); See *Gay Guardian Newspaper v. Ohoopsee Regional Library System*, 235 F.Supp.2d 1362, 1379 (S.D. Georgia 2002).

5. Neither the Library Director nor the Library Advisory Board is permitted to remove material simply due to dislike of the ideas contained in the material. Neither the Director nor the Board may remove materials in order to “prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion.” *Island Trees Sch. Dist. v. Pico*, 457 U.S. 853, 872 (1982), quoting *W. Va. Board of Ed. v. Barnette*, 319 U.S. 624, 642 (1943). However, material may be removed if it contains plainly inaccurate or misleading information. *ACLU of Florida v. Miami-Dade County School Bd.*, 557 F.3d 1177, 1202 (11<sup>th</sup> Cir. 2009).
6. Limiting access to material rather than removing it from the library also impacts the First Amendment, since such restriction burdens the First Amendment right to receive information, particularly when such restriction is overly broad or based upon viewpoint discrimination. *Turner Broadcasting, Inc. v. FCC*, 512 U.S. 622 (1994), and *Sund v. City of Wichita Falls, Texas*, 121 F. Supp. 2d 530 (N.D. Texas, 2000).



# MEMORANDUM

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**Resolution 25-036, A Resolution of the City Council of Homer, Alaska Approving Dr. Tyler Haas as Medical Director to Lead in the Oversight and Medical Direction of the Homer Volunteer Fire Department's Advanced Life Support (ALS) Ambulance Service and the Homer Police Department's Emergency Medical Dispatch Programs. City Manager.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** April 23, 2025  
**From:** Melissa Jacobsen, City Manager

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The Homer Volunteer Fire Department Medical Director leads in the oversight and medical direction of the Homer Volunteer Fire Department ALS ambulance service and the Police Department's emergency medical dispatch program. This position is governed in accordance by Alaska Administrative Code 7 AAC 26.610 – 26.690 and 7 AAC 26.555.

Duties of the HVFD Medical Director include:

1. Direct or indirect supervision of the medical care provided by each state certified ETT, EMT-1, EMT-2, EMT-3 with ACLS and expanded scope procedures, meeting any required changes under Alaska standards for EMS.
2. Conducting medical case reviews for fire department personnel on a monthly basis. (4hrs/month est.)
3. Review of and participation in the fire department's quality assurance program, including a weekly review of EMS documentation with fire department leadership. (2hrs/month est.)
4. Participate in the review and development of the fire department's medical operations manual, and standard operating procedures on an annual basis. (.5 hrs/month est.)
5. Providing consultation and recommendations to the fire department's administration regarding employee health questionnaires, fitness-for- duty assessments and return-to-work documentations, as needed. (.5hrs as needed)
6. Assisting with delivery of HVFD EMS training programs (1hr/ month est.)

911 Dispatch:

1. Approve an emergency medical dispatcher (EMD) priority reference system; caller interrogation questions, pre-arrival EMS Instructions, and protocols matching the EMD's evaluation of severity of injury or illness.
2. Provide indirect supervision of the medical triage decisions and treatments instructions by EMD's.
3. Quarterly review of a sample of medical triage decisions and treatment instructions provided by EMD's to callers.

Dr. Tyler Haas is a board certified Emergency Medicine Physician at South Peninsula Hospital with experience serving in this role in the Lower 48 and has been involved in working mass casualty incidents. I have met with him

twice and believe his experience and enthusiasm in emergency medicine will be highly valuable to the teams at HFVD and HPD.

I am grateful for South Peninsula Hospital's support of the Medical Director's roll for the City and allowing their highly trained medical staff to partner with us in this capacity.

**RECOMMENDATION:** Approve the appointment of Dr. Tyler Haas as the Medical Director for HVFD.



**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 25-036**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
APPROVING DR. TYLER HAAS AS MEDICAL DIRECTOR TO LEAD IN  
THE OVERSIGHT AND MEDICAL DIRECTION OF THE HOMER  
VOLUNTEER FIRE DEPARTMENT'S ADVANCED LIFE SUPPORT  
(ALS) AMBULANCE SERVICE AND THE HOMER POLICE  
DEPARTMENT'S EMERGENCY MEDICAL DISPATCH PROGRAMS.  
CITY MANAGER.

WHEREAS, Resolution 86-40 created the office of Emergency Medical Services  
Supervising Physician to serve as supervising physician in the Emergency Medical Services  
program provided by the Homer Volunteer Fire Department; and

WHEREAS, Dr. Bill Bell filled the role of Medical Director until 2019 when he stepped  
down and Dr. Chris Landess was appointed to serve; and

WHEREAS, Dr. Landess has expressed his intent to resign as Medical Director for the  
Homer Volunteer Fire Department and has recommended Dr. Tyler Haas as his replacement;  
and

WHEREAS, Dr. Haas is a Board Certified Emergency Medicine Physician at South  
Peninsula Hospital and meets the qualifications of the position as defined under Title 7,  
Chapter 26, Article 6 of the Alaska Administrative Code; and

WHEREAS, The AMLJIA Participant Coverage Memorandum FY2019 covers the Medical  
Director under Section II, Casualty Coverage, as to claims made against such person as an  
employee of the named Participant and arising from such person's performance of  
professional services for or on behalf of the named Participant and within the scope of such  
person's official duties; and

WHEREAS, As such, the Medical Director would be covered under the City's General  
Liability Coverage up to \$15,000,000.00 per occurrence.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby  
approves Dr. Tyler Haas to serve as Medical Director for the Homer Volunteer Fire Department's  
Advanced Life Support Ambulance Service and the Homer Police Department's Emergency  
Medical Dispatch programs.

PASSED AND ADOPTED by the Homer City Council this 28th day of April, 2025.

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CITY OF HOMER

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RACHEL LORD, MAYOR

ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

Fiscal Note: \$15,000 annually under Fire Administration Professional Services - 100-0150-5210

**CITY OF HOMER  
HOMER, ALASKA**

Venuti/Davis/Mayor

**RESOLUTION 25-037**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
EXTENDING APPRECIATION FOR OUR FRIENDSHIP WITH SISTER  
CITY TESHIO, HOKKAIDO, JAPAN AND DESIGNATING THE  
STUDENTS AND CHAPERONES, TRAVELING TO TESHIO IN MAY-  
JUNE 2025, OFFICIAL CITY OF HOMER SISTER CITY  
AMBASSADORS.

WHEREAS, On April 7, 1984, Erle Cooper, then Mayor of the City of Homer, Alaska, solemnly enacted an Oath to Establish a Sistership Affiliation between the City of Homer and the Town of Teshio, Hokkaido, Japan; and

WHEREAS, This cherished relationship has flourished over four decades through reciprocal visits, the sharing of ideas and cultural gifts, and the fostering of friendships among the youth of both communities with student exchanges and consistent online interactions; and

WHEREAS, The 40th Anniversary of this esteemed relationship was recently celebrated in both Homer and Teshio with various commemorative events, including a special exhibition at the Pratt Museum, showcasing the exquisite gifts received over the years, the creation of anniversary flags, that were hoisted along Homer's Pioneer Avenue this past summer; and

WHEREAS, The Alaska Japanese Club Homer, led by the dedicated Mrs. Megumi Beams, has played a pivotal role in perpetuating this international bond by imparting knowledge of the Japanese language and culture to students of all ages in Homer, continuing to lay a robust foundation for future generations to sustain this invaluable sister-city relationship; and

WHEREAS, During May/June 2025, 5th through 8th grade students from our community and members of the Alaska Japanese Club Homer, having completed a minimum of two years of cultural and language study, with accompanying chaperones, are scheduled to visit Teshio to reinforce these cultural ties further and promote mutual understanding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, extends its deepest gratitude and appreciation for the enduring friendship with Teshio, Hokkaido, Japan.

BE IT FURTHER RESOLVED that with a firm commitment to nurturing the bonds between our youth, we hereby designate the students and accompanying chaperones embarking on the spring journey to Teshio as official City of Homer Sister City Ambassadors, a role that carries the weight of our shared history and the promise of our future.

BE IT FURTHER RESOLVED, that this Resolution reflects the collective aspirations of our community to continue fostering this meaningful connection, ensuring its longevity and prosperity for generations to come, a commitment that we hold steadfast and unwavering.

PASSED AND ADOPTED by the Homer City Council this 28<sup>th</sup> day of April, 2025.

CITY OF HOMER

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RACHEL LORD, MAYOR

ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK



# MEMORANDUM

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**Resolution 25-038, A Resolution of the City Council of Homer, Alaska, Approving a Sub-Lease Agreement between Happy Face, LLC and Uncle Thirsty's, LLC Occupying 1,166 Square Feet in the building located on the Property identified as T7S R13W Section 1 Seward Meridian HM0890034, Homer Spit Amended Lot 32 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director.**

**Item Type:** Back-Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** April 17, 2025  
**From:** Mark Bowman, Port Property Associate  
**Through:** Melissa Jacobsen, City Manager

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Happy Face LLC has a lease with the City for the property located at 4400 Homer Spit Road, also identified as Homer Spit Amended Lot 32.

Happy Face LLC and Uncle Thirsty's LLC have requested that the City approve a sublease allowing Uncle Thirsty's LLC to lease retail space for use as a liquor store, general store and deli with grab and go snacks. This sale of alcohol at this location is contingent on the approval of a pending Transfer License application that has been submitted to the Alcohol and Beverage Control Board.

Both Tenants and Subtenants understand that there is a proposed \$500.00 annual fee payable to the City of Homer, Port and Harbor as part of the Sublease. If that fee is approved by Council at a later date, the Fiscal Note for this sublease will be \$500 of annual revenue to 400-0600-4650. Otherwise there is no Fiscal Note.

An application, along with the required supporting documentation, was submitted and reviewed by the City Staff in Planning, Port & Harbor, and Public Works. The application is complete and staff recommend approving this lease application.

**Recommendation:**

Approve Resolution 25-038

**Attachments:**

Uncle Thirsty's Sublease Application Checklist  
Uncle Thirsty's Sublease Application  
Uncle Thirsty's Lease Application with Happy Face LLC  
Uncle Thirsty's Business License



# City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

## Sublease Application - Staff Review Checklist

Applicant (Primary Lease Holder) Information	
Lessee Name:	Happy Face LLC
Sublessee Information	
Business Name:	Uncle Thrifty's LLC
Primary Contact:	Tom Beck (907) 630-0663 dearunclethrifty@gmail.com
Sublease Information	
Comments regarding description of the subleased premises: The subleased premises will be adequate to offer retail liquor as well as a general store with deli and grab and go snacks. Location is well suited to the seasonal visitors to the Spit.	
Authorized use is consistent with the authorized purpose in the primary lease: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comments: The prime lease specifies retail sales.	
The applicant's experience in the proposed business or venture is adequate: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comments: Uncle Thrifty's has successfully owned and operated four liquor stores in the Homer area for the last three years.	
Is information supporting the financial capability adequate? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comments: Previous history and adequate cash flow demonstrates adequate financial capability.	
Sublease contains an agreement to the terms and conditions of the primary lease. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comment: Sublease section forty (40) provides agreement to the terms and conditions of the primary lease.	
Sublease includes a requirement that sublessee agrees to maintain insurance for sublessee's leasehold in the manner and form required under the primary lease and names the City of Homer as an additional insured. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comment: Lease with Happy Face LLC, section forty (40).	
The following documents (mark with Y, N or NA) have been provided: Business licenses ( Y ), KPB Tax Compliance Certification ( pending ), Articles of Incorporation ( N ), DEC ( ), Permits (List) _____, Other City, KPB and State required documents (List):	
Port and Harbor Staff Comments: Uncle Thrifty's LLC is well established and experienced and will provide a service appreciate by visitors on the Homer Spit.	
City Planning Comments: After consultation with Ed Gross, City Planning Associate Planner, information regarding signage and contact information for City Planning was provided to Happy Face LLC to share with their tenants.	
Community Development Comments: had no comments.	
City Manager Comments: No objection	
Recommended Action to City Council –Recommend approval <input type="checkbox"/> N/A	

**City Manager Signature:** Melissa Jacobsen **Print Name:** Melissa Jacobsen **Date:** April 18, 2025



## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

[port@cityofhomer-ak.gov](mailto:port@cityofhomer-ak.gov)

(p) 907-235-3160

(f) 907-235-3152

### Sublease Application

Applicant (Primary Lease Holder) Information	
Lessee Name:	HAPPY FACE LLC
Mailing Address:	P.O. BOX 3147, HOMER, AK 99603
Phone Number(s):	907-235-8783
Email Address(es):	suppa@supilots.net or support@supilots.net
Sublessee Information	
Business Name:	Uncle Thirsty LLC
Primary Contact:	Tom Beck
Mailing Address:	369 E. Pioneer Ave
Phone number(s):	(907) 630-0663
Email Address(es):	dearunclethirsty@gmail.com
Sublease Information	
Description of the subleased premises:	
Sq ft:	1000
Description:	4400 Homer Spit Rd #3 Homer, AK 99603
Authorized use: (Must be consistent with authorized purpose in the primary lease.)	
Liquor store, general store & deli with grab and go snacks.	
What is the applicant's experience in the proposed business or venture?	
For the last three years Uncle Thirsty's LLC has successfully owned and operated four liquor stores in the Homer area.	
What property improvements are planned as part of this sublease? (At least 30 days prior to construction, plans must be submitted to the Landlord for approval, and often an as-built is required once the work is complete. See your lease for additional requirements and details.)	
Nothing planned	
Information supporting the financial capability or backing including a credit history, prior lease history, and assets that will be used to support the proposed business: (Attach supporting documents.)	
Uncle Thirsty's LLC operates four other stores that have a long history in Homer and have enough cash flow to pay rent at this location should this location not be profitable	





## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

### Port and Harbor

4311 Freight Dock Road  
Homer, AK 99603

[port@cityofhomer-ak.gov](mailto:port@cityofhomer-ak.gov)

(p) 907-235-3160

(f) 907-235-3152

Sublease includes a statement that the sublease is subject to all of the terms and conditions of the primary lease.

Initial: TB Sublease Section #: 40 (Attach sublease.)

Sublease includes a requirement that sublessee agrees to maintain insurance for sublessee's leasehold in the manner and form required under the primary lease and names the City of Homer as an additional insured.

Initial: TB Sublease Section #: 40

Business licenses, Permits, Articles of Incorporation, KPB Tax Compliance Certification and other documents providing evidence of compliance with City, Kenai Peninsula Borough and State of Alaska laws.

Initial: TB (Attach supporting documents.)

Additional Notes:

### Sublease Application Signature Page

#### Primary Lease Holder Signature:

I hereby attest that, to the best of my knowledge, the information contained in this document is accurate, complete, and true.

Signature: Tom Beck

Date: 4/10/2025

Print Name: Tom Beck

Title: Owner

## LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as "Lease") is made and entered into by and between **Happy Face LLC**, (hereinafter referred to as "Lessor"), and **Uncle Thirsty's LLC** (hereinafter referred to as "Lessee").

1. **LEASED PREMISES.** Lessor, for and in consideration of the rent, covenants and conditions set forth in this Lease to be kept, performed and observed by Lessee, leases to Lessee, and Lessee hereby leases from Lessor Unit #4 of the following described real property situated in the Homer Recording District, Third Judicial District, State of Alaska, located at 4400 Homer Spit Road, Unit LH02, Homer, Alaska, 99603, and more particularly described as follows:

**#3**

**Unit ~~34~~ (consisting of 1,166 square feet) and described herein T 7S R 13W Sec 1 Seward Meridian HM 0890034 LSEHLD Lot Thirty-two (32) Homer Spit AMD, according to the official Plat thereof, books of records of the Homer Recording District, Third Judicial District, State of Alaska.**

(Hereinafter referred to as "Leased Premises").

2. **COMMON AREAS.** If the premises are part of a building occupied by other tenants, Lessee agrees to conform to Lessor's rules and regulations pertaining to the parts of the building that are in common use by tenants.

3. **TERM.** The Term of this Lease shall be ten **(10) years commencing on the 1st day of April, 2025, or when leased premises are completed, and ending on the 31st day of March, 2035.** The monthly rent shall increase annually, beginning on the 1<sup>st</sup> day of April 2026, by CPI 12-month percent change for prior calendar year as established by the U.S. Bureau of Labor Statistics (BLS) and published for Urban Alaska on the BLS website.

4. **EARLY OCCUPANCY.** Lessee shall be provided the option to occupy the Leased Premises prior to the Term. If approved by Lessor, Lessee's early occupancy of the Leased Premises shall be subject to all of the provisions of this Lease. Early occupancy of the Leased Premises shall not advance the expiration date of this Lease. Prior to early occupancy and before Lessee or any contractors and/or sub-contractors hired by Lessee can commence approved work, Lessee shall provide Lessor with expected start date, scope of work, list of contractors, and necessary proof of insurances as required by this Lease. Lessor agrees there shall be no rent or utility payments due for this early occupancy period.

5. **OPTION TO RENEW LEASE.** Provided Lessee is not in default under the Lease, either at the time of exercise of its rights hereunder or on the first day of the applicable Option Term, and Lessee is in occupancy of the Leased Premises then, Lessee shall have the option to renew this Lease for one (1) additional Term of five (5) years ("Option Term") at the fair market rental value of the Leased Premises as reasonably determined by Lessor in its sole discretion at the commencement date of Option Term. Lessee shall notify Lessor in writing, in accordance with notice provisions contained herein, one hundred and eighty (180) days in advance of the scheduled expiration of this Lease if Lessee wishes to exercise this Option Term. All other terms and conditions of this Lease not specifically addressed herein shall remain unchanged.

6. **RENT.** Lessee covenants and agrees to pay to Lessor as monthly rent, the sum of **Two thousand and 00/100 Dollars (\$2000.00) plus local sales tax, currently 7.85% charged on the first five hundred dollars (\$39.25) for a total of Two thousand thirty nine and 25/100 Dollars (\$2039.25) payable in advance on the 1st day of each and every month.** A late charge in the amount of **One hundred fifty and 00/100 Dollars (\$150.00)** shall be assessed against any rental payment not paid within ten (10) days of its due date. Should there presently be in effect or should there be enacted during the term of this Lease Agreement any law, statute, or ordinance levying any tax upon rents, Lessee shall pay such tax or shall reimburse Lessor on demand for any such taxes paid by Lessor. Such taxes shall not include income taxes. A security deposit of **Two thousand and 00/100 Dollars (\$2000.00)** remains in trust, held by the Lessor for any default of the Lessee.

7. **PURPOSE.** The leased premises are to be used for the following purposes only: operating a trade business. The leased premises shall be used for no other purpose without prior written consent of Lessor in each instance first obtained.

8. **LESSEE'S OBLIGATIONS.** Lessee shall: (1) keep the premises in a clean and sanitary condition; (2) properly dispose of all rubbish, garbage and waste in a clean and sanitary manner at all reasonable and regular intervals; (3) properly use and operate the electrical heating, plumbing and other fixtures and appliances; (4) not intentionally or negligently destroy, deface, damage, impair or remove a part of the leased premises, or any property of Lessor, nor permit any employee, agent, family member, invitee, licensee or other person acting under its control to do the same; (5) not permit a nuisance or common waste; (6) except for the roof, exterior walls and foundation, which are the responsibility of the Lessor, Lessee shall make such repairs as necessary to maintain the premises in as good condition as they now are, reasonable use and wear and damage by fire and other casualty excepted; and (7) Lessee shall maintain and be solely responsible for the cost of liability and fire/hazard insurance on the rented premises and for Lessee's personal and business property. No animals will be allowed.

9. **NO SMOKING.** No smoking will be allowed inside the lease space or in the common areas. A designated smoking area may be designated on the exterior of the premises. Lessee will be responsible for cleanup of cigarette trash.

10. **ADDITIONAL LESSOR'S OBLIGATIONS.** Lessor shall: (1) immediately notify Lessee, as provided herein, of any changes as to the person or address of Lessor; and (2) maintain all structural components in good repair.

11. **LESSEE'S OBLIGATIONS TO DEFEND, INDEMNIFY, SAVE AND HOLD LESSOR HARMLESS; LESSOR'S OBLIGATION.**

(a) Except for claims attributable to Lessor's willful misconduct, Lessee hereby agrees to and shall indemnify Lessor and save and hold harmless Lessor from, and pay the costs to defend Lessor against, suits, actions, claims, damages, liability (including strict liability), costs, and expenses (including attorney's fees) in connection with loss of fire, bodily or personal injury or death or property damage arising from or out of any occurrence in, upon, at, or from the Leased Premises, or the occupancy or use by Lessee of the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees, licensees, concessionaires or customers. In the event that Lessor shall be made a party to any litigation commenced by or against Lessee, Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and attorney's fees incurred in resisting or

defending such litigation or proceeding.

(b) Lessee shall store its property on and shall occupy the Leased Premises at its own risk, and releases Lessor to the fullest extent permitted by law and equity from all claims of every kind resulting in loss of life, personal or bodily injury or death or property damage, except to the extent that Lessor has engaged in willful misconduct.

(c) Lessor shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures or other personal property to Lessee, except to the extent attributable to Lessor's willful misconduct.

(d) Lessee shall give prompt notice to Lessor in case of fire or accidents in the Leased Premises.

12. **CONDITION OF PROPERTY.** Lessee hereby accepts the existing condition, at the time of the commencement of the term hereof, of the leased premises, together with all improvements thereon. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of Lessor as to said condition or as to the use that may be made of said property. Lessee acknowledges that the leased premises may not be suitable for its intended purposes. In no event shall Lessor be held liable for any defect in said property or for any limitation on its use. Lessee understands that the personal property being conveyed is in an "As-Is" condition.

13. **USE OF PREMISES.**

(a) Lessee shall comply with all applicable laws, ordinances and regulations of duly-constituted public authorities now or hereafter enacted which in any manner affect the leased premises, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee further agrees it will not permit any unlawful occupation, business or trade to be conducted on the leased premises or any use to be made thereof contrary to any law, ordinance or regulation.

(b) Lessee shall use the leased premises in such a manner, both with regard to noise and other nuisances, as will not interfere with, annoy or disturb individuals and businesses in the areas surrounding the leased premises or Lessor in the management of the lease premises.

(c) Lessee shall not keep within the leased premises any article of dangerous, inflammable or explosive character which would increase the damage of fire upon the leased premises or which would be deemed "hazardous" or "extra-hazardous" by any responsible insurance standards.

14. **SIGNS.** All signs or symbols placed by Lessee in the windows, doors, and outside signpost of the premises, shall be subject to Lessor's prior written approval. Costs of any sign or symbols will be the responsibility of the Lessee. Temporary signage is acceptable without prior Lessor approval but only during business hours and provided it does not interfere with public right-of-way. A 3' by 5' area on the side of the building facing Homer Spit Road will be made available for a sign placed by Lessee, with prior approval from Lessor.

At the termination of the Lease, Lessee will remove all signs placed by it upon the premises and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.

15. **UTILITIES.** Water, sewer, refuse pick-up, snow plowing and sanding of the parking lot are included in the rent set forth above. All other items including electricity for the Leased Premises, heating, telephone and internet service, janitorial services, snow removal and sanding of the front porch as required, license fees and other governmental charges levied on the operation of Lessee's business on the premises shall be paid directly by, or be the responsibility of, the Lessee.

16. **PARKING.** Number of parking spaces allocated is to be determined. Parking spaces will be clearly marked once designated by Lessor. Parking spaces to be allotted in proportion to the total square footage of the building and square footage leased by Lessee.

17. **TAXES.** Lessor shall pay all real property taxes and assessments against the Property and local Sales Tax.

18. **COVENANT OF QUIET ENJOYMENT.** Upon payment of the rent provided for herein and upon performance of all the terms, conditions and covenants of this Lease, Lessee shall, at all times during the Term of this Lease and during any renewal Term or holdover of this Lease, peaceably and quietly enjoy the Leased Premises without any disturbance from the Lessor or from any other person claiming through the Lessor.

19. **ALTERATIONS AND ADDITIONS.** Lessee shall make no alterations or additions to the Leased Premises without the prior written consent of the Lessor. If consent for alterations is given, these alterations shall be the responsibility and expense of the Lessee. \*Lessee shall be required to carry the necessary insurance(s) for any contractors and/or subcontractors hired by Lessee and must receive prior approval from Landlord before any work commences.

\*Initials: TS

Nothing herein contained shall be deemed to require Lessee to pay or discharge any liens or mortgages of any character whatsoever which may heretofore or hereafter be placed upon the Leased Premises by the affirmative act of Lessor.

20. **LESSOR'S RIGHT OF ENTRY AND INSPECTION.** Lessee shall, at any time during the Term, renewed Term, or holdover of this Lease, permit inspection of the Leased Premises during reasonable hours by Lessor, Lessor's agents or representatives, and by or on behalf of prospective purchasers or lessees. Lessor shall have full and unrestricted access to all utility installations servicing the Leased Premises.

21. **PROHIBITION OF LIENS.** Lessee shall not do or suffer anything to be done which causes the Leased Premises to be encumbered by liens of any nature. If any lien is recorded against said property purporting to be for labor and materials furnished or to be furnished to Lessee, Lessee shall discharge the same of record within ten (10) days after the date of filing. Failure of the Lessee to discharge any lien shall entitle the Lessor to damages including costs and full attorney's fees occurred in defense and removal of such lien.

22. **NOTICE OF NONRESPONSIBILITY.** Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit, and that no lien of any nature or type shall be attached to or affect the estate of Lessor in or to the

Leased Premises. At least twenty (20) working days before commencing any work that is or may be the subject of a lien for work done or materials furnished to the Leased Premises, Lessee shall notify Lessor of such work in writing to allow Lessor, if desired, to post and record notices of nonresponsibility and to take any other steps Lessor deems appropriate to protect its interest. Except as hereinabove provided, the provisions in this section do not eliminate the requirement for written consent of Lessor, as contemplated in Section 19 Alterations and Additions, of this Lease.

23. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not assign or sublease their whole or any part interest in the leasehold, or assign this Lease without the consent of Lessor, which consent will not be unreasonably withheld.

24. **SURRENDER OF PREMISES.** At the termination of this lease, Lessee shall deliver possession of the premises and any improvements to Lessor, including all keys and methods of access, and vacate the premises and improvements in good and clean condition and repair, reasonable wear and tear excepted. Lessee shall have the right to remove trade fixtures, but to the extent the removal of such fixtures causes damage to the property such as holes in walls, roofs, disconnected plumbing. These items will be repaired in good, workmanlike fashion at Lessee's expense prior to the date of termination.

25. **EMINENT DOMAIN.** If the whole or any part of the leased premises shall be taken for any public or quasi-public use under any statute, by right of eminent domain or by private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the Leased Premises or a declaration of taking issued, this Lease shall terminate. In the event of the condemnation or taking of the Leased Premises, Lessee shall not be entitled to, and expressly waives all claims to, any condemnation award for any taking, whether whole or partial, except Lessee shall have the right to claim from the condemnor, but not from the Lessor, such compensation as may be recoverable by Lessee in its own right for damage to Lessee's fixtures and improvements installed by Lessee at its expense.

26. **DEFAULT OF LEASE.** Each of the following, but not limited thereto, shall be deemed a default by Lessee and a breach of this Lease:

- (a) Failure of Lessee to perform any of the requirements, covenants, conditions, or provisions of this Lease.
- (b) Failure by Lessee to make any payment of rent, adjustments, charges, or any other payment required to be made by Lessee under this Lease when due.
- (c) Failure by Lessee to vacate or abandon the Leased Premises by Lessee.

27. **REMEDIES OF LESSOR.** In the event of any default by Lessee, Lessor shall have the following rights and remedies, which are cumulative and not exclusive, in addition to any rights and remedies that may be provided to Lessor by statute or otherwise:

- (a) Re-enter the Leased Premises and take possession thereof. Lessor shall have a lien for security for the rent, adjustments, charges or other payment required to be made by Lessee under this Lease, on all of Lessee's goods, chattels, fixtures, furniture,



tools, equipment, and other personal property which may be placed on the Leased Premises by Lessee, and which remains there at the time Lessor repossesses the Leased Premises.

(b) Re-lease the Leased Premises, in whole or in part, for a period equal to, or greater or lessor than, the remainder of the Term of this lease, for any sum which may be deemed reasonable at the Lessor's sole discretion.

(c) Declare the Term ended.

(d) Recover from Lessee such damages as are attributable to Lessee's default or breach from the date of such default or breach.

(e) Apply all or part of Lessee's security deposit to cure the default or satisfy any damages

(f) In the event of any default or breach, Lessor shall give Lessee ten (10) days written notice to cure said default or breach, during which time Lessor may not exercise the remedies set out herein. Lessor may exercise such remedies if the default is not cured within the ten (10) days after receipt of said notice.

Lessee shall pay Lessor all Lessor's fees incurred in enforcing this Lease, including but not limited to Lessor's reasonable attorneys' fees and costs. This duty to pay Lessor's costs shall apply whether or not suit is brought by Lessor against Lessee, and shall specifically apply to, but not limited to, suits by Lessor for an unlawful detainer of the Leased Premises, for the recovery of any rent due under the provisions of this Lease, or for any obligation of Lessee arising under this Lease or by the law.

## 28. INSURANCE\*.

(a) Lessee shall maintain coverage as follows:

<b>Commercial General Liability</b>	\$1,000,000 each occurrence \$1,000,000 personal & adv injury \$2,000,000 general aggregate \$2,000,000 products - completed operations
<b>Worker's Compensation</b>	Per Statute
<b>Automobile Liability (if required)</b>	\$1,000,000 combined single limit
Medical Expenses	\$5,000 per person/ \$5,000 per accident
Uninsured/Underinsured Motorist	\$1,000,000 bodily injury/property damage
<b>Liquor Liability (if required)</b>	\$2,000,000 per occurrence if required

Property Insurance ("All Risks") covering (a) all office furniture, trade fixtures, office (including electronic data processing equipment), electronic data and media, inventory, merchandise, business records, and all other items of Lessee's property on the Premises installed by, for, or at the expense of Lessee, and (b) all Lessee improvements, Alterations and other improvements and additions in and to the Leased Premises, including any improvements, alterations or additions installed above the ceiling of the Leased Premises or below the floor of the Leased Premises against, at a minimum, the perils insured under the ISO special causes of loss form (CP 10 30) or its equivalent. The policy must also include coverage for vandalism and malicious mischief, sprinkler leakage, earthquake damage, leakage from any window or sill, and all other types of

water damage, including bursting, leakage or stoppage of any pipes. Coverage also should include spoilage and contamination and equipment breakdown. This insurance must cover the full replacement cost of the property insured, and any coinsurance requirement in the policy must be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the policy form.

The policy must include coverage for the **loss of business income and extra expenses** for not less than 12 months following an insured casualty and include a 365-day extended period of indemnity, in an amount not less than the annual Rent payable by Lessee for the then current Lease Year. This policy must include Lessor as loss payee, to the extent of its insurable interest thereunder

The Certificate Holders should be:  
Happy Face LLC  
PO Box 3147  
Homer, AK 99603

**Additional Insureds** are as follows:

Happy Face LLC, the directors and officers, employees and Pilots of SWAPA on all Policies.

**Primary Non-contributory** Endorsements in favor of Additional Insureds for Commercial General Liability. Endorsements in favor of Additional Insureds for Liquor Liability, and Auto Liability (if required).

**Waiver of Subrogation Endorsements** in favor of Additional Insureds for all policies

\*Initials: DS TB

29. **DESTRUCTION OF THE PREMISES.** In the event the Leased Premises are destroyed or damaged by fire, earthquake, tsunami, or other casualty to such an extent as to render the same unusable in whole or any substantial part thereof, either party shall have the option to terminate this Lease. If either party elects to terminate this Lease, it shall notify the other, in writing, of its intention to terminate the Lease within ten (10) days after said fire, earthquake, tsunami, or other casualty and said Lease shall then terminate and be of no further force and effect and any advanced rentals not earned shall be returned to Lessee. Lessor shall be under no obligation to rebuild the premises for the benefit of Lessee. In the event that Lessor does not elect, within ten (10) days, to rebuild, then Lessee may cancel this Lease within fifteen (15) days. In the event the Leased Premises are not rebuilt within one hundred and eighty (180) days, Lessee may cancel this Lease with fifteen (15) days' written notice via email. The monthly lease payment shall be held in abeyance during the construction period.

30. **WAIVER OF BREACH.** No failure by Lessor to insist upon the strict performance of any term or condition of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of whole or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term or condition or the right to declare this Lease terminated.

No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by Lessor.



No waiver of any breach shall affect or alter any term or condition of this Lease, and each such term or condition shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

31. **SUBORDINATION OF LEASE**. This lease shall be subject and subordinate at all times to liens of existing mortgages, deeds of trust or other underlying obligations, and to liens, mortgages, deeds of trust or other obligations which hereafter may be made a lien or encumbrance on the leased premises by the Lessor. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages, deeds of trust or other obligations as may be desired by Lessor. Lessee hereby appoints Lessor its attorney-in-fact, irrevocably, to execute and deliver such instrument or instruments for Lessee.

32. **ENTIRE AGREEMENT; MODIFICATION**. This Lease contains the entire agreement between Lessee and Lessor and supersedes all and any other prior agreements and understandings between the parties, and any executory agreement hereafter made shall not be effective to change, modify or discharge any part of this agreement unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

33. **NOTICES**. Any notice or demand which, under the terms of this Lease or any statute, may or must be given or made by the parties hereto shall be sufficient when given in writing and hand-delivered or mailed by certified mail, addressed to the other party as follows:

Lessor:           **Happy Face LLC  
P.O. Box 3147  
Homer, Alaska 99603**

Lessee:           **Uncle Thirsty's LLC  
369 E Pioneer Ave  
Homer, AK 99603**

Either party may, however, designate in writing such new or other address to which said notice or demand shall thereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States general or branch post office, enclosed in a certified, prepaid envelope, addressed as set forth above.

34. **TIME IS OF THE ESSENCE**. Time is of the essence of each and every term, condition, provision and covenant of this Lease.

35. **BINDING EFFECT**. This Lease shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, heirs and assigns. This provision, however, shall not affect any other provision in this Lease with respect to restrictions on assignments or default of Lessee.

36. **EXCUSE FOR NONPERFORMANCE**. Either party to this Lease shall be

excused from performing any or all of its obligations under this Lease for such times as the performance of any such obligation is prevented or delayed by an act of God, floods, explosions, elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, material or supplies in the open market, failure of transportation, strikes, walk-outs, action by labor unions or laws or governmental agencies or for any other cause, whether similar or dissimilar to the foregoing, which is not within the reasonable control of such party.


37. **INVALID OR PROHIBITED PROVISIONS.** If any provision of this Lease is found to be invalid or prohibited by law, such invalidity or prohibition shall not affect the remaining provisions of this Lease and the remaining provisions shall continue in full force and effect.

38. **CHOICE OF LAW.** The parties to this Agreement expressly agree that the laws of the State of Alaska shall govern the validity, construction, interpretation, and effect of this Lease

39. **INDEPENDENT COUNSEL.** Each party acknowledges that it has enjoyed the opportunity to seek the advice and representation of competent legal counsel in negotiating, entering into, executing, and delivering this Lease. The fact that this Agreement may have been drafted in whole or in part by one such party's counsel shall not cause all or any part of this Agreement to be construed against such party.


IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year set opposite their respective signatures.

Dated: 1/21/2025

Happy Face, LLC  
Signed by:  
By:   
B4478C8816FC466...

Its: President  
"Lessor"

Dated: 1/31/2025

Uncle Thirsty's LLC  
DocuSigned by:  
By:   
A8D7931DF3954C5...

Its: Owner  
"Lessee"

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**Uncle Thirsty's**

369 E. Pioneer Ave, Homer, AK 99603

owned by

Uncle Thirsty's LLC

is licensed by the department to conduct business for the period

October 30, 2024 to December 31, 2025  
for the following line(s) of business:

44-45 - Retail Trade



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Sande  
Commissioner

Uncle Thirsty's  
369 E. Pioneer Ave  
Homer, AK 99603

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**RESOLUTION 25-038**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
APPROVING A SUB-LEASE AGREEMENT BETWEEN HAPPY FACE,  
LLC AND UNCLE THIRSTY'S, LLC OCCUPYING 1,166 SQUARE FEET  
IN THE BUILDING LOCATED ON THE PROPERTY IDENTIFIED AS T7S  
R13W SECTION 1 SEWARD MERIDIAN HM0890034, HOMER SPIT  
AMENDED LOT 32 AND AUTHORIZING THE CITY MANAGER TO  
NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, Happy Face LLC is the tenant in good standing of a ground lease for the  
property at 4400 Homer Spit Road entitled T 7S R 13W Sec 1 Seward Meridian HM 0890034  
Homer Spit Amended Lot 32; and

WHEREAS, Under HCC 18.08.140, subleases on City Property leases require approval of  
City Council; and

WHEREAS, Uncle Thirsty's LLC submitted a complete application to sublease from  
Happy Face LLC; and

WHEREAS, the proposed business aligns with the purpose in the prime lease, the  
business qualifications are sufficient, and the proposed use is in line with Marine Commercial  
zoning.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby  
approves a sublease between Happy Face LLC and Uncle Thirsty's LLC occupying 1,166 square  
feet in the building located on the property identified as T 7S R 13W SEC 1 Seward Meridian HM  
0890034 Homer Spit Amended Lot 32, and authorizes the City Manager to execute the  
appropriate documents.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 28th day of April, 2025.

CITY OF HOMER

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RACHEL LORD, MAYOR

43

44 ATTEST:

45

46 \_\_\_\_\_

47 RENEE KRAUSE, MMC, CITY CLERK

48

49 Fiscal Note: Memorandum CC-25-117; \$500 Annually 400-0600-4650

50



# MEMORANDUM

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**Resolution 25-039, A Resolution of the City Council of Homer, Alaska, Approving a Sub-Lease between Happy Face, LLC and Southwest Alaska Pilots Association Occupying 3,696 Square Feet in the building located on the Property identified as T7S R13W Section 1 Seward Meridian HM0890034, Homer Spit Amended Lot 32 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director.**

**Item Type:** Back-Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** April 17, 2025  
**From:** Mark Bowman, Port Property Associate  
**Through:** Melissa Jacobsen, City Manager

---

Happy Face LLC has a lease with the City for the property located at 4400 Homer Spit Road, also identified as Homer Spit Amended Lot 32.

Happy Face LLC and Southwest Alaska Pilots Association (SWAPA) have requested that the City consent to a sublease allowing SWAPA to use office space and space for the marine pilots to stay and rest while they are awaiting their next assignment. The portion space for the pilot's includes rooms arranged for sleeping, bathrooms and a day room for relaxing.

Both Tenants and Subtenants understand that there is a proposed \$500.00 annual fee payable to the City of Homer, Port and Harbor as part of the Sublease. If that fee is approved by Council at a later date, the Fiscal Note for this sublease will be \$500 of annual revenue to 400-0600-4650. Otherwise there is no Fiscal Note.

An application, along with the required supporting documentation, was submitted and reviewed by the City Staff in Planning, Port & Harbor, and Public Works. The application is complete and staff recommend approving this lease application.

**Recommendation:**

Approve Resolution 25-039

**Attachments:**

Southwest Alaska Pilots Association (SWAPA) Checklist  
SWAPA Sublease Application  
SWAPA Executed Lease with Happy Face LLC  
SWAPA Articles of Incorporation  
SWAPA Business License  
SWAPA Professional License



# City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

## Sublease Application - Staff Review Checklist

### Applicant (Primary Lease Holder) Information

Lessee Name: Happy Face LLC

### Sublessee Information

Business Name: Southwest Alaska Pilots Association (SWAPA) Primary Contact: Jenni Sitton  
[swapa@swpilots.net](mailto:swapa@swpilots.net),  
907-235-8783

### Sublease Information

Comments regarding description of the subleased premises:

The space planned for sublease to SWAPA is adequate for the intended use. 3,696 square feet of space is divided between office space for SWAPA and accommodation for State licensed Marine pilots and employees.

Authorized use is consistent with the authorized purpose in the primary lease: Yes ☒ No ☐ Comments:

The applicant's experience in the proposed business or venture is adequate: Yes ☒ No ☐ Comments:  
The association of more than ten marine pilots is well established and has been in operation for 50 years, including operation in the City of Homer.

Is information supporting the financial capability adequate? Yes ☒ No ☐ Comments:

Sublease contains an agreement to the terms and conditions of the primary lease. Yes ☒ No ☐ Comment:  
Section thirty six (36) of the SWAPA's lease with Happy Face LLC contains this provision. A Sublease Agreement with the City is also pending.

Sublease includes a requirement that sublessee agrees to maintain insurance for sublessee's leasehold in the manner and form required under the primary lease and names the City of Homer as an additional insured.  
Yes ☒ No ☐ Comment: Lease with Happy Face LLC, Section thirty six (36).

The following documents (mark with Y, N or NA) have been provided:  
Business licenses ( Y ), KPB Tax Compliance Certification ( NA ), Articles of Incorporation ( Y ), DEC ( NA ),  
Permits (List) \_\_\_\_\_, Other City, KPB and State required documents (List):

Port and Harbor Staff Comments: SWAPA is well established and will provide a needed service to the Association's marine pilots.

City Planning Comments: After consultation with Ed Gross, City Planning, Associate Planner, information regarding signage and contact information for City Planning was provided to Happy Face LLC to share with their tenants.

Community Development Comments: No comments.



City Manager Comments: No Objection

**Recommended Action to City Council** -Recommend approval

☐ N/A

**City Manager Signature:** Melissa Jacobsen **Print Name:** Melissa Jacobsen **Date:** April 18, 2025



# City of Homer

www.cityofhomer-ak.gov

## Port and Harbor

4311 Freight Dock Road  
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

### Sublease Application

#### Applicant (Primary Lease Holder) Information

Lessee Name: HAPPY FACE LLC

Mailing Address: P.O. Box 3147, HOMER, AK 99603

Phone Number(s): 907-235-8783

Email Address(es): swapa@supilots.net or support@supilots.net

#### Sublessee Information

Business Name: SOUTHWEST ALASKA PILOTS ASSOCIATION Primary Contact: JENNI SITTON

Mailing Address: P.O. Box 977, HOMER, AK 99603

Phone number(s): 907-235-8783

Email Address(es): swapa@supilots.net or support@supilots.net

#### Sublease Information

Description of the subleased premises: 4400 HOMER SAT RD  
Sq ft: 3696 Description: UPPER FLOOR OF MAIN BUILDING LOCATED AT HOMER, AK 99603

Authorized use: (Must be consistent with authorized purpose in the primary lease.)  
OFFICES AND ACCOMMODATIONS FOR STATE LICENSED MARINE PILOTS AND EMPLOYEES.

What is the applicant's experience in the proposed business or venture?  
SWAPA HAS BEEN IN THE BUSINESS OF MARINE PILOTAGE FOR 50 YEARS WITH A PRESENCE IN HOMER FOR THE SAME TIME

What property improvements are planned as part of this sublease? (At least 30 days prior to construction, plans must be submitted to the Landlord for approval, and often an as-built is required once the work is complete. See your lease for additional requirements and details.)

N/A

Information supporting the financial capability or backing including a credit history, prior lease history, and assets that will be used to support the proposed business: (Attach supporting documents.)



**City of Homer**

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

**Port and Harbor**

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Homer, AK 99603

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(p) 907-235-3160

(f) 907-235-3152

Sublease includes a statement that the sublease is subject to all of the terms and conditions of the primary lease.

Initial: [Signature] Sublease Section #: 36 (Attach sublease.)

Sublease includes a requirement that sublessee agrees to maintain insurance for sublessee's leasehold in the manner and form required under the primary lease and names the City of Homer as an additional insured.

Initial: [Signature] Sublease Section #: 36

Business licenses, Permits, Articles of Incorporation, KPB Tax Compliance Certification and other documents providing evidence of compliance with City, Kenai Peninsula Borough and State of Alaska laws.

Initial: [Signature] (Attach supporting documents.)

Additional Notes:

**Sublease Application Signature Page**

Primary Lease Holder Signature:

I hereby attest that, to the best of my knowledge, the information contained in this document is accurate, complete, and true.

Signed by: [Signature]  
Signature: \_\_\_\_\_

Date: 4/8/2025

Print Name: JOHN STEWART

Title: PRESIDENT

## LEASE AGREEMENT

This Lease Agreement is made and entered into by and between **Happy Face LLC**, (hereinafter referred to as “Lessor”), and **Southwest Alaska Pilots Association** (hereinafter referred to as “Lessee”). ***This Lease Agreement replaces the former Lease Agreement effective the 15<sup>th</sup> day of June 2024 between Berth II, Inc. and Southwest Alaska Pilots Association. This is pursuant to the simple title transfer of property from Berth II, Inc. to Happy Face LLC effective the 1<sup>st</sup> day of January 2025.***

1. **PREMISES.** Lessor, for and in consideration of the rent, covenants and conditions set forth in this Lease to be kept, performed and observed by Lessee, leases to Lessee, and Lessee hereby leases from Lessor the 384 sq. ft. storage shed and the entire upper level, consisting of 3,696 sq. ft., of the following described property situated in the Homer Recording District, Third Judicial District, State of Alaska, located at 4400 Homer Spit Road, Unit LH02, Homer, Alaska, 99603, and more particularly described as follows:

**Upper Level & Storage Shed,  
T 7S R 13W Sec 1 Seward Meridian HM 0890034 LSEHLD  
Lot Thirty-two (32) Homer Spit AMD, according to the official  
Plat thereof, books of records of the Homer Recording District, Third  
Judicial District, State of Alaska;**

2. **COMMON AREAS.** If the premises are part of a building occupied by other tenants, Lessee agrees to conform to Lessor’s rules and regulations pertaining to the parts of the building that are in common use by tenants.

3. **TERM.** The term of this Lease shall be **five (5) years commencing on the 15th day of January 2025 and ending on the 15th day of June 2029.**

4. **RENT.** Lessee covenants and agrees to pay to Lessor as monthly rent, the sum of **Ten thousand and 00/100 Dollars (\$10,000.00)** payable in advance on the 15th day of each and every month. This amount includes sales tax. A late charge in the amount of **(\$0.)** shall be assessed against any rental payment not paid within ten (10) days of its due date. Should there presently be in effect or should there be enacted during the term of this Lease Agreement any law, statute, or ordinance levying any tax upon rents, Lessee shall pay such tax or shall reimburse Lessor on demand for any such taxes paid by Lessor. Such taxes shall not include income taxes.

5. **PURPOSE.** The leased premises are to be used for the following purposes only: office and operating a business. The leased premises shall be used for no other purpose without prior written consent of Lessor in each instance first obtained.

6. **LESSEE’S OBLIGATIONS.** Lessee shall: (1) keep the premises in a clean and sanitary condition; (2) properly dispose of all rubbish, garbage and waste in a clean and sanitary manner at all reasonable and regular intervals; (3) properly use and operate the electrical heating, plumbing and other fixtures and appliances; (4) not intentionally or negligently destroy, deface, damage, impair or remove a part of the leased premises, or any property of Lessor, nor permit any employee, agent, family member, invitee, licensee or other person acting under its control to do the same; (5) not permit a nuisance or common waste; (6) except for the roof, exterior walls and foundation, which are the responsibility of the Lessor, Lessee shall make such repairs as



necessary to maintain the premises in as good condition as they now are, reasonable use and wear and damage by fire and other casualty excepted; and (7) Lessee shall maintain and be solely responsible for the cost of liability and fire/hazard insurance on the rented premises and for Lessee's personal and business property.

7. **NO SMOKING.** No smoking will be allowed inside the lease space or in the common areas. A designated smoking area may be designated on the exterior of the premises. Lessee will be responsible for cleanup of cigarette trash.

8. **LESSOR'S OBLIGATIONS.** Lessor shall: (1) immediately notify Lessee, as provided herein, of any changes as to the person or address of Lessor; (2) maintain all structural components in good repair.

9. **INDEMNITY; LESSOR LIABILITY.**

(a) Except for claims attributable to Lessor's willful misconduct, Lessee hereby agrees to and shall indemnify Lessor and save Lessor harmless from, and defend Lessor against, suits, actions, claims, damages, liability (including strict liability), costs, and expenses (including attorney fees) in connection with loss of fire, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at, or from the leased premises, or the occupancy or use by Lessee of the leased premises, or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaires.

(b) Lessee shall store its property on and shall occupy the leased premises at its own risk, and releases Lessor to the fullest extent permitted by law from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, except to the extent that Lessor has engaged in willful misconduct.

(c) Lessor shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures or other personal property to Lessee, except to the extent attributable to Lessor's willful misconduct.

(d) Lessor shall not be responsible or liable for injury, loss or damage to any person or to any property of Lessee or for any other person caused by or resulting from bursting, breaking, breakage or by or from leakage, steam or snow or ice running or the overflow of water or sewage in any part of the leased premises, or for any injury or damage caused by or resulting from acts of God or the elements or for any injury or damage caused by or resulting from any defect attributable to the leased premises, except to the extent attributable to Lessor's willful misconduct.

(e) Lessee shall give prompt notice to Lessor in case of fire or accidents in the leased premises.

(f) In case Lessor shall be made a party to any litigation commenced by or against Lessee, Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and attorney's fees incurred in resisting or defending such litigation or proceeding.

10. **CONDITION OF PROPERTY.** Lessee hereby accepts the existing condition, at the time of the commencement of the term hereof, of the leased premises, together with all improvements thereon. No representation, statement or warranty, expressed or implied, has been

made by or on behalf of Lessor as to said condition or as to the use that may be made of said property. Lessee acknowledges that the leased premises may not be suitable for its intended purposes. In no event shall Lessor be held liable for any defect in said property or for any limitation on its use. Lessee understands that the personal property being conveyed in an "As-Is" condition.

11. **USE OF PREMISES.**

(a) Lessee shall comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter enacted which in any manner affect the leased premises, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee further agrees it will not permit any unlawful occupation, business or trade to be conducted on the leased premises or any use to be made thereof contrary to any law, ordinance or regulation.

(b) Lessee shall use the leased premises in such a manner, both with regard to noise and other nuisances, as will not interfere with, annoy or disturb individuals and businesses in the areas surrounding the leased premises or Lessor in the management of the lease premises.

(c) Lessee shall not keep within the leased premises any article of dangerous, inflammable or explosive character which would increase the damage of fire upon the leased premises, or which would be deemed "hazardous" or "extra-hazardous" by any responsible insurance company.

12. **SIGNS.** All signs or symbols placed by Lessee in the windows, doors, and outside signpost of the premises, shall be subject to Lessor's prior written approval. Cost of any sign or symbols will be the responsibility of the Lessee. At the termination of the Lease, Lessee will remove all signs placed by it upon the premises and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.

13. **UTILITIES.** Utilities, including light, heat, water, sewer, refuse pick-up, snow plowing and sanding of the parking lot are included in the rent set forth above. All other items including telephone service, janitorial services, license fees and other governmental charges levied on the operation of Lessee's business on the premises will be paid directly by, or the responsibility of, the Lessee.

14. **TAXES.** Lessor shall pay all real property taxes and assessments against the Property. Lessee shall be responsible for and pay all personal property taxes and sales tax assessed for or during the term of the lease against and on any of the property and improvements including personal, trade or business fixtures in possession of Lessee and for services of the Lessee.

15. **COVENANT OF QUIET ENJOYMENT.** Lessee, upon payment of the rent provided for herein and upon performance of all the terms, conditions and covenants of this Lease, shall, at all times during the term of this Lease and during any renewal term or holdover of this Lease, peaceably and quietly enjoy the leased premises without any disturbance from the

Lessor or from any other person claiming through the Lessor.

16. **ALTERATIONS AND ADDITIONS.** Lessee shall make no alterations or additions to the leased premises without the prior written consent of the Lessor. If consent for alterations is given, these alterations shall be the responsibility and expense of the Lessee. Nothing herein contained shall be deemed to require Lessee to pay or discharge any liens or mortgages of any character whatsoever which may heretofore or hereafter be placed upon the leased premises by the affirmative act of Lessor.

17. **LESSOR'S RIGHT OF ENTRY.** Lessee shall, at any time during the term, renewed term, or holdover of this Lease, permit inspection of the leased premises during reasonable hours by Lessor, Lessor's agents or representatives, and by or on behalf of perspective purchasers or lessees. Lessor shall have full and unrestricted access to all utility installations servicing the leased premises.

18. **PROHIBITION OF LIENS.** Lessee shall not do or suffer anything to be done which causes the leased premises to be encumbered by liens of any nature, and shall, whenever and as often as any lien is recorded against said property purporting to be for labor and materials furnished or to be furnished to Lessee, discharge the same of record within ten (10) days after the date of filing.

19. **NOTICE OF NONRESPONSIBILITY.** Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit, and that no lien of any nature or type shall be attached to or affect the reservation or other estate of Lessor in or to the leased premises. At least twenty (20) working days before commencing any work that is or may be the subject of a lien for work done or materials furnished to the leased premises, Lessee shall notify Lessor of such work in writing to allow Lessor if desired, to post and record notices of nonresponsibility and to take any other steps Lessor deems appropriate to protect its interest. Except as hereinabove provided, the provisions in this section do not eliminate the requirement for written consent of Lessor as contemplated in Section 16 Alterations and Additions, of this Lease.

20. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not assign or sublease their whole or any part interest in the leasehold, or assign this Lease without the consent of Lessor, which consent will not be unreasonably withheld.

21. **SURRENDER OF PREMISES.** At the termination of this lease, Lessee shall deliver possession of the premises and any improvements to Lessor, including all keys and methods of access, and vacate the premises and improvements in good and clean condition and repair, reasonable wear and tear excepted. Lessee shall have the right to remove trade fixtures, but to the extent the removal of such fixtures causes damage to the property such as holes in walls, roofs, disconnected plumbing, et cetera, these items will be repaired in good, workmanlike fashion at Lessee's expense prior to the date of termination.

22. **EMINENT DOMAIN.** If the whole or any part of the leased premises shall be taken for any public or quasi-public use under any statute, by right of eminent domain or by

private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession shall be taken there under of the leased premises or a declaration of taking issued, this lease shall terminate. In the event of the condemnation or taking of the leased premises, Lessee shall not be entitled to, and expressly waives all claims to, any condemnation award for any taking, whether whole or partial, except Lessee shall have the right to claim from the condemnor, but not from the Lessor, such compensation as may be recoverable by Lessee in its own right for damage to Lessee's fixtures and improvements installed by Lessee at its expense.

23. **DEFAULT OF LEASE.** Each of the following, but not limited thereto, shall be deemed a default by Lessee and a breach of this Lease:

- (a) Failure of Lessee to perform any of the requirements, covenants, conditions or provisions of this Lease.
- (b) Failure by Lessee to make any payment of rent, adjustments, charges, or any other payment required to be made by Lessee under this Lease when due.
- (c) The vacating or abandonment of the leased premises by Lessee.

24. **REMEDIES OF LESSOR.** In the event of any default by Lessee, Lessor shall have the following rights and remedies, which are cumulative and not exclusive, in addition to any rights and remedies that may be given to Lessor by statute or otherwise:

- (a) Re-enter the leased premises and take possession thereof. Lessor shall have a lien for security for the rent, adjustments, charges or other payment required to be made by Lessee under this Lease, on all of Lessee's goods, chattels, fixtures, furniture, tools, equipment, and other personal property which may be placed on the leased premises by Lessee, and which remains there at the time Lessor repossesses the leased premises.
- (b) Re-lease the leased premises, in whole or in part, for a period equal to, or greater or lessor than, the remainder of the term of this lease, for any sum which may be deemed reasonable.
- (c) Declare the lease term ended.
- (d) Recover from Lessee such damages as are attributable to Lessee's default from the date of such breach.
- (e) Apply all or part of Lessee's security deposit to cure the default.
- (f) In the event of any default, Lessor shall give Lessee ten (10) days written notice to cure said default, during which time Lessor may not exercise the remedies set out herein. Lessor may exercise such remedies if the default is not cured within the ten (10) days after receipt of said notice.

Lessee hereby agrees to pay Lessor all Lessor's costs incurred in enforcing this Lease Agreement, including but not limited to, Lessor's reasonable Attorneys' fees. This duty to pay Lessor's costs shall apply whether or not suit is brought by Lessor against Lessee, and shall specifically apply to, but not limited to, suits by Lessor for an unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this Lease Agreement, or for any obligation of Lessee arising under this Lease Agreement or by the law.



25. **INSURANCE.**

(a) Lessee shall maintain coverage in an amount Lessee deems necessary for fire, extended loss, and other usual perils on Lessee's leasehold improvements, inventory, supplies, fixtures, furnishings, to the full amount of any anticipated loss, and provide loss payee riders to Lessee's creditors having a security interest in the property. Lessee shall maintain business interruption insurance if Lessee seeks protection against fire or other casualty interrupting the income of Lessee, and indemnify Lessor against any claim for such business interruption notwithstanding the interruption may have been by gross negligence of Lessor. Lessee shall indemnify and defend Lessor at Lessee's expense against any claim or loss to these items, except for loss caused by Lessor's willful misconduct.

(b) Lessee shall, at all times during the term of this Lease, maintain general liability insurance, with an all risk endorsement providing coverage of injuries to persons or damage to property arising out of the use of the premises or its improvements. The insurance shall be carried with companies authorized to write such insurance in Alaska. The minimum policy limits shall be not less than \$500,000.00 for one person and \$1,000,000.00 for each accident involving personal injury, and \$100,000.00 for property damage. All Insurance shall name Lessor and Lessee as insured, and a certificate of insurance shall be delivered to Lessor within one (1) week of the commencement of the lease term so that it may be assured at all times during the term of this Lease that the insurance is in effect under this provision.

26. **DESTRUCTION OF THE PREMISES.** In the event the leased premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same unusable in whole or any substantial part thereof, either party shall have the option to terminate this Lease. If either party elects to terminate this Lease, it shall notify the other, in writing, of its intention to terminate the Lease within ten (10) days after said fire or other casualty and said Lease shall then terminate and be of no further force and effect and any advanced rentals not earned shall be returned to Lessee. Lessor shall be under no obligation to rebuild the premises for the benefit of Lessee. In the event that Lessor does not elect, within ten (10) days, to rebuild, then Lessee may cancel this Lease within fifteen (15) days. In the event the leased premises are not rebuilt within sixty (60) days, Lessee may cancel this Lease with fifteen (15) days' written notice. The monthly lease payment shall be held in abeyance during the construction period.

27. **WAIVER OF BREACH.** No failure by Lessor to insist upon the strict performance of any term or condition of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of whole or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term or condition or the right to declare this Lease terminated. No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this Lease, and each such term or condition shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

28. **SUBORDINATION OF LEASE.** This lease shall be subject and subordinate at all times to liens of existing mortgages, deeds of trust or other underlying obligations, and to liens, mortgages, deeds of trust or other obligations which hereafter may be made a lien or encumbrance on the leased premises by the Lessor. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages, deeds of trust or other obligations as may be desired by Lessor. Lessee hereby appoints Lessor its attorney-in-fact, irrevocably, to execute and deliver such instrument or instruments for Lessee.

29. **ENTIRE AGREEMENT; MODIFICATION.** This Lease contains the entire agreement between Lessee and Lessor and supersedes all and any other prior agreements and understandings between the parties, and any executory agreement hereafter made shall not be effective to change, modify or discharge any part of this agreement unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

30. **NOTICES.** Any notice or demand which, under the terms of this Lease or any statute, may or must be given or made by the parties hereto shall be sufficient when given in writing and hand-delivered or mailed by certified mail, addressed to the other party as follows:

Lessor: **Happy Face LLC  
P.O. Box 3147  
Homer, Alaska 99603**

Lessee: **Southwest Alaska Pilots Association  
P.O. Box 977  
Homer, Alaska 99603**

Either party may, however, designate in writing such new or other address to which said notice or demand shall thereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States general or branch post office, enclosed in a certified, prepaid envelope, addressed as set forth above.

31. **TIME IS OF THE ESSENCE.** Time is of the essence of each and every term, condition, provision and covenant of this Lease.

32. **BINDING EFFECT.** This Lease shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, heirs and assigns. This provision, however, shall not affect any other provision in this Lease with respect to restrictions on assignments or default of Lessee.

33. **EXCUSE FOR NONPERFORMANCE.** Either party to this Lease shall be excused from performing any or all of its obligations under this Lease with respect to any repair, improvement and construction work required under the terms of this Lease for such times as the performance of any such obligation is prevented or delayed by an act of God, floods, explosions,


elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, material or supplies in the open market, failure of transportation, strikes, walk-outs, action by labor unions or laws or governmental agencies or for any other cause, whether similar or dissimilar to the foregoing, which is not within the reasonable control of such party.

34. **INVALID PROVISIONS.** If any provision of this Lease is found to be invalid or prohibited by law, such invalidity shall not effect the remaining provisions of this Lease and the remaining provisions shall continue in full force and effect.

35. **CHOICE OF LAW.** The parties to this Agreement expressly agree that the laws of the State of Alaska shall govern the validity, construction, interpretation, and effect of this Lease.


IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year set opposite their respective signatures.

Dated: January 1, 2025

by: 

Its: President  
"Lessor"

Dated: January 1, 2025

Southwest Alaska Pilots Association  
by: 

Its: President  
"Lessee"

LEASE AGREEMENT

Page 8

Happy Face LLC

## **ARTICLES OF ASSOCIATION**

### **OF**

## **SOUTHWEST ALASKA PILOTS ASSOCIATION**

To further common purposes, the members of SOUTHWEST ALASKA PILOTS ASSOCIATION agree to revise and reconstitute the Articles of Association of the SOUTHWEST ALASKA PILOTS ASSOCIATION.

### **ARTICLE I**

#### **NAME**

The name of this association shall be SOUTHWEST ALASKA PILOTS ASSOCIATION.

### **ARTICLE II**

#### **PRINCIPAL OFFICE AND AGENT FOR SERVICE**

The principal office of the Association shall be in Homer, Alaska, with a mailing address as follows:

Post Office Box 977  
Homer, Alaska 99603

The agent for service of process at such address shall be Connie Cavasos. The Association may have such other offices as from time to time are designated by its members or its Board of Directors.

## ***ARTICLE III***

### **PURPOSES**

The purposes of this Association shall be:

a. To comply with all applicable federal, state and local laws; and to conduct its business activities in a nondiscriminatory and otherwise lawful manner.

b. To serve as a dispatching, income collection, expense paying and income distribution agency for independent contractor marine pilots who are doing business individually or through solely owned corporations in the region in which the Association is recognized by the Alaska Board of Marine Pilots.

c. To promote the safety of the environment along Alaska inland and coastal waters, to protect life and property thereon, to advance the profession of pilotage in Alaska and to advance the common purposes of the members of the Association.

d. To operate or participate in a training program for marine pilots and deputy pilots as approved by the Alaska Board of Marine Pilots in the region in which the Association is recognized.

e. To do all of the purposes listed above without profit to the Association and to conduct training and continuing education programs for its members as approved by the Alaska Board of Marine Pilots.

f. To cooperate with and assist the Board of Marine Pilots by implementing a safe and reliable marine pilotage in the region in which the Association is recognized by the Alaska Board of Marine Pilots.

g. To adopt and revise tariffs on behalf of its members in accordance with AS 08.62.045.

h. To provide opportunities for the continuing education of its members.

## ***ARTICLE IV***

### **POWERS AND DUTIES**

**a. POWERS:** In furtherance of the objects described above, but not in limitation thereof, the Association shall have the power to collect and disseminate statistics and other information, to conduct investigations, to engage in various funding and fund raising activities, to conduct promotional activities, including advertising and publicity, in or by any suitable manner or media, to hold such property as is necessary to effectuate its purposes. The Association, furthermore, shall have the power to (1) adopt tariffs under the Alaska Marine Pilotage Act and bind all of its members thereto; (2) to provide for the pooling of income and expenses of its members; (3) to provide for a rotation and dispatching system of assignments for pilotage service performed by each individual member as an independent contractor; and (4) provide a training and continuing education program for its members on a uniform and nondiscriminatory basis.

**b. DUTIES:** The Association:

- (1) shall comply with all applicable federal, state and local laws;
- (2) shall conduct its business activities in a nondiscriminatory and otherwise lawful manner;
- (3) shall adopt and revise tariffs on behalf of its members in accordance with AS 08.62.045;
- (4) shall provide opportunities for the continuing education of its members;
- (5) shall maintain a system that enables the organization to obtain on a timely basis all necessary information and directives issued by government agencies having jurisdiction over pilotage;
- (6) shall maintain a process for responding to all appropriate inquiries and requests of the Board (Alaska Board of Marine Pilots) or the marine pilot coordinator;
- (7) shall cooperate with and require its members to cooperate with investigations and audits by or on behalf of the Board;
- (8) acknowledges the right of the Board for cause and after a hearing to suspend or revoke the recognition of the organization;
- (9) shall bring to the attention of the Board any credible information regarding a member of the organization that may require the Board to act under AS 08.62.150 -- 08.62.155;

- (10) shall maintain relationships with other pilot organizations that furthers the purposes of the Alaska Marine Pilotage Act; and
- (11) shall comply with all other requirements of the Alaska Marine Pilotage Act and regulations promulgated thereunder.

## *ARTICLE V*

### MEMBERSHIP

a. Individual Membership. Individuals possessing the qualifications hereinafter set forth are eligible for membership in this Association under the terms and conditions hereinafter set forth.

b. Corporate Membership. A corporation is eligible for membership in the Association under the terms and conditions hereinafter set forth:

1. The corporation must be organized and existing under the laws of the State of Alaska;

2. The corporation must be one hundred (100%) percent owned by an individual who is otherwise eligible for membership in the Association as an individual;

3. The corporation must maintain a legally enforceable prohibition in either or both their Articles of Incorporation and Bylaws against the employment by the corporation of any person other than either the one hundred (100%) percent owner thereof, or an otherwise qualified individual member of the Association as hereinafter provided, as an employee to render pilotage services contracted for by the corporation.

c. Individual Qualifications. Individual membership shall be open to all persons licensed under the Alaska Marine Pilotage Act to pilot vessels in the pilotage region in which SWAPA is recognized.

d. Corporate Qualifications. No corporate person, otherwise eligible under Article V, Section b above, is eligible for membership in this



Association, unless the owner thereof meets the qualifications stated for individual persons in Article V, Section c above.

e. *Automatic Membership.* The signatories to these Articles, both individual and corporate, shall be automatically admitted to full membership in this Association by way of a continuation of their existing membership as individuals, or by way of converting their prior individual membership to a corporate membership, as the case may be.

Each corporate applicant and each corporate signature member to the Articles of Association, shall file with the Secretary of the Association simultaneously with its application, or upon execution of the Articles, as the case may be, a copy of its Articles of Incorporation certified as being true and correct by the Commissioner of Commerce for the State of Alaska, a current Certificate of Good Standing for said Corporation issued by said Commissioner, and a copy of its Bylaws certified as being true and correct and in full force and effect by the Secretary of said Corporation. At the close of each corporate member's fiscal year, said member shall cause a copy of its annual report, as filed with the State of Alaska, certified by the Secretary of the Corporation as being true and correct and on file with the State of Alaska, to be filed with the Secretary of the Association. The Secretary of the Association shall be entitled at any time to demand and receive from the corporate member updated documentation with regard to the member's Articles, Bylaws, and Certificate of Good Standing. A certified (notarized) copy of each member's federal and state pilot license shall be submitted to the Association on January 1 of each year or whenever there are additions or deletions to his license.

f. *Additional Members.* Additional members shall be taken into the Association upon application as follows:

1. The application must be in writing, and shall include a statement of the applicant's, education, job history, license, pilotage endorsement, and pilotage experience; or, as to corporate applicants, a similar statements as to the owner thereof. The application shall state that the applicant (or, as to corporate applicants, the applicant and the owner thereof) agrees to subscribe to, and abide by, the

Articles, Bylaws, and Operating Rules of the Association upon admission to membership in the Association.

2. Upon verification of the applicant's qualification to pilot vessels in the pilotage region in which SWAPA is recognized under the Alaska Marine Pilotage Act, the applicant shall be accepted as member of SWAPA, subject to SWAPA Articles, Bylaws and Operating Rules.

g. Conversion to Corporate Membership. Any individual member of the Association shall be entitled to convert his individual membership to a corporate membership so long as the corporation meets the eligibility requirements of Article V, Section b of the Articles and by filing with the Secretary of the Association a certified copy of its Articles of Incorporation certified as being true and correct by the Commissioner of Commerce for the State of Alaska, a current Certificate of Good Standing for said corporation issued by the Secretary of said Corporation. Upon any such conversion, the Board of Directors shall direct the transfer of the individual member's capital account to the substituted corporate member.

h. Conversion to Individual Memberships. Any corporate member of the Association shall be entitled to convert its corporate membership to an individual membership in the name of the one hundred (100%) percent owner of said corporation, so long as said corporation's membership is in good standing, and the owner thereof meets the qualifications set forth in Article V of these Articles at the time a request to so convert is made to the Board of Directors. Upon any such conversion, the Board of Directors shall direct the transfer of the corporate member's capital account to the substituted individual member. Following any such conversion, the retiring corporate member shall remain bound by all non-competition covenants coupled to termination of membership under these Articles and Bylaws of the Association.

i. Transfer of Membership. Except as otherwise stated in Article V, Section g and Article V, Section h of these Articles of Association, membership in the Association is nontransferable by act of the membership, operation of law, or otherwise.

j. Members are Independent Contractors, Not Employees. Each individual member of the Association shall pursue his profession as a pilot

as an independent contractor, and not as an agent or employee of the Association. Each corporate member of the Association shall pursue its business of rendering pilotage through its owner as an independent contractor, and not as an agent or employee of the Association. The owner of the corporate member shall pursue his profession as a pilot as an employee of the corporate member, and not as an agent or employee of the Association. The Association may not engage in the pilotage business in any manner except for arranging dispatching and a pooling of pilots' fees and expenses.

## *ARTICLE VI*

### **MEMBERSHIP FEES AND CHARGES**

The Association shall set and determine by Bylaw, membership fees, charges, working capital needs and contributions, and expense contributions of the membership to the Association.

## *ARTICLE VII*

### **MEETINGS**

a. Meetings of the membership may be held at such place, either within or outside the State of Alaska, as may be provided in the Bylaws. In the absence of such provisions, all meetings shall be held at the principal office of the Association;

b. Meetings of the Board of Directors of the Association, regular or special, may be held either within or outside the State of Alaska; and,

c. Except as otherwise stated herein, and except as may be otherwise stated in the Bylaws, a majority of the membership shall constitute a quorum at a meeting of the membership, and a majority of the Board of Directors shall constitute a quorum at the meeting of the Board of Directors, and the act of the majority in attendance at any such meeting at which a quorum is present shall constitute the affirmative act of the membership or of the Board of Directors, as the case may be.

## ***ARTICLE VIII***

### **DIRECTORS AND OFFICERS**

a. The business of the Association shall be conducted by the Board of Directors consisting of a total of seven (7) individual members and corporate members (acting through their respective owners) of the Association. Members of the Board of Directors shall serve a term of one (1) year, or until their successors are elected.


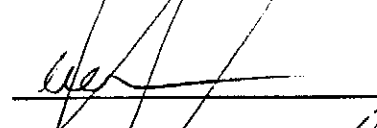
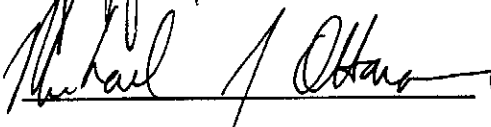
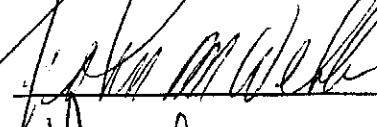

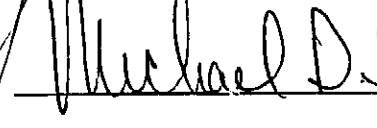
b. Officers of the Association shall consist of a President, Vice President and Secretary-Treasurer, to be elected by the membership from the Board of Directors, for a term of one (1) year.

## ***ARTICLE IX***

### **AMENDMENTS TO THE ARTICLES**

These Articles may be amended or repealed, in whole or in part, by a two-thirds (2/3) affirmative vote of the membership of this Association. Such amendment or repeal shall be subject to approval by the Alaska Board of Marine Pilots.

IN WITNESS WHEREOF, the following, constituting not less than a two-thirds (2/3) affirmative vote of the membership of the Association, have hereunto set their names and seals this 4th day of March, 1992.

 _____ (SEAL)	 _____ (SEAL)
 _____ (SEAL)	 _____ (SEAL)
 _____ (SEAL)	 _____ (SEAL)

Robert L. Harris (SEAL)

Kevin F. Egan (SEAL)

Jim Christy (SEAL)

\_\_\_\_\_ (SEAL)

G. J. Johnson (SEAL)

\_\_\_\_\_ (SEAL)

James J. [unclear] (SEAL)

\_\_\_\_\_ (SEAL)

H. T. Peck (SEAL)

\_\_\_\_\_ (SEAL)

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**SOUTHWEST ALASKA PILOTS ASSOCIATION**

PO BOX 977, HOMER, AK 99603

owned by

SOUTHWEST ALASKA PILOTS ASSOCIATION

is licensed by the department to conduct business for the period

October 7, 2024 to December 31, 2025  
for the following line(s) of business:

56 - Administrative, Support, Waste Management and Remediation Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Sande  
Commissioner

SOUTHWEST ALASKA PILOTS ASSOCIATION  
PO BOX 977  
HOMER, AK 99603

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

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, & Professional Licensing](#) / [Professional Licensing](#) / [Board of Marine Pilots](#) / [Pilot Organizations](#)

## BOARD OF MARINE PILOTS

### Pilot Organizations

Applicants for training programs, or licensure as a marine pilot or deputy marine pilot, must be a member of an Alaska pilot association. The following associations are recognized by the Board of Marine Pilots.

#### **Alaska Marine Pilots, LLC**

3705 Arctic Blvd., #107  
Anchorage, Alaska 99503  
Telephone: (907) 581-1240  
E-mail: [amp@ampilots.com](mailto:amp@ampilots.com)

#### **Southeast Alaska Pilots' Association**

1621 Tongass Avenue, Suite 300  
Ketchikan, AK 99901-6074  
Telephone: (907) 225-9696  
Website: [www.seapa.com](http://www.seapa.com)  
E-mail: [pilots@seapa.com](mailto:pilots@seapa.com)

#### **Southwest Alaska Pilots Association**

P.O. Box 977  
Homer, AK 99603-0977  
Telephone: (907) 235-8783  
Website: [www.swpilots.com](http://www.swpilots.com)  
Email: [swpilots@ak.net](mailto:swpilots@ak.net)

### Mission Statement

Ensure that competent, professional and regulated commercial services are available to Alaska consumers.

#### **Anchorage**

##### **Mailing/Physical Address**

550 W 7th AVE, STE 1500  
Anchorage, AK 99501-3567

Phone: (907) 269-8160

Fax: (907) 269-8196



**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**RESOLUTION 25-039**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
APPROVING A SUBLEASE BETWEEN HAPPY FACE LLC AND  
SOUTHWEST ALASKA PILOTS ASSOCIATION OCCUPYING 3,696  
SQUARE FEET IN THE BUILDING LOCATED ON THE PROPERTY  
ENTITLED T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034  
HOMER SPIT AMENDED LOT 32, AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, Happy Face LLC is the tenant in good standing of a ground lease for the  
property at 4400 Homer Spit Road entitled T 7S R 13W Sec 1 Seward Meridian HM 0890034  
Homer Spit Amended Lot 32; and

WHEREAS, Under HCC 18.08.140, subleases on City Property leases require approval of  
City Council; and

WHEREAS, Southwest Alaska Pilots Association submitted a complete application to  
sublease from Happy Face LLC; and

WHEREAS, The proposed business aligns with the purpose in the prime lease, the  
business qualifications are sufficient, and the proposed use is in line with Marine Commercial  
zoning.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby  
approves a sublease between Happy Face LLC and Southwest Alaska Pilots Association  
occupying 3,696 square feet in the building located on the property entitled T 7S R 13W SEC 1  
Seward Meridian HM 0890034 Homer Spit Amended Lot 32, and authorizes the City Manager to  
negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 28th day of April, 2025.

CITY OF HOMER

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RACHEL LORD, MAYOR

43 ATTEST:

44

45 \_\_\_\_\_

46 RENEE KRAUSE, MMC, CITY CLERK

47

48 Fiscal Note: See Memorandum CC-25-118 Revenue \$500 annually 400-0600-4650

49



# MEMORANDUM

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**Resolution 25-040, A Resolution of the City Council of Homer, Alaska, Approving a Sub-Lease between Happy Face, LLC and Spittoon, LLC, Occupying 1,166 Square Feet in the Building located on the Property identified as T7S R13W Section 1 Seward Meridian HM0890034, Homer Spit Amended Lot 32 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director.**

**Item Type:** Back-Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** April 17, 2025  
**From:** Mark Bowman, Port Property Associate  
**Through:** Melissa Jacobsen, City Manager

---

Happy Face LLC has a lease with the City for the property located at 4400 Homer Spit Road, also identified as Homer Spit Amended Lot 32.

Happy Face LLC and Spittoon LLC have requested that the City consent a sublease allowing Spittoon LLC to operate a restaurant in the building owned by Happy Face LLC. The space in the building will not include a kitchen, rather the food will be produced in a DEC-Approved kitchen offsite and transported to the site for sale.

Both Tenants and Subtenants understand that there is a proposed \$500.00 annual fee payable to the City of Homer, Port and Harbor as part of the Sublease. If that fee is approved by Council at a later date, the Fiscal Note for this sublease will be \$500 of annual revenue to 400-0600-4650. Otherwise there is no Fiscal Note.

An application, along with the required supporting documentation, was submitted and reviewed by the City Staff in Planning, Port & Harbor, and Public Works. The application is complete and staff recommend approving this lease application.

**Recommendation:**

Approve Resolution 25-040

**Attachments:**

Spittoon Sublease Checklist  
Spittoon LC Sublease Application  
Executed Lease Agreement between Spittoon LLC & Happy Face LLC  
Spittoon Business License  
KPB Sales Tax Certificate  
Resolution 25-027



# City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

## Sublease Application - Staff Review Checklist

Applicant (Primary Lease Holder) Information	
Lessee Name:	Happy Face LLC
Sublessee Information	
Business Name:	Spittoon LLC
Primary Contact:	Steve Nolan (509)845-0051 tlnolanak@gmail.com
Sublease Information	
Comments regarding description of the subleased premises: Spittoon LLC will be operating a restaurant, Red Table BBQ, with space inside and some outdoor seating for restaurant customers. Food preparation will be in the Happy Face LLC leased lot under a separate sublease.	
Authorized use is consistent with the authorized purpose in the primary lease: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comments:	
The applicant's experience in the proposed business or venture is adequate: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comments: Spittoon LLC has thirty five years of local restaurant ownership experience including the Homestead Restaurant, Fat Olives, Cosmic Kitchen and others.	
Is information supporting the financial capability adequate? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comments:	
Sublease contains an agreement to the terms and conditions of the primary lease. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comment: Sublease section forty (40) contains these terms.	
Sublease includes a requirement that sublessee agrees to maintain insurance for sublessee's leasehold in the manner and form required under the primary lease and names the City of Homer as an additional insured. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Comment: Sublease section forty (40).	
The following documents (mark with Y, N or NA) have been provided: Business licenses ( Y ), KPB Tax Compliance Certification ( pending ), Articles of Incorporation ( ), DEC ( NA ), Permits (List) Certificate of Authority to Collect Borough Sales Tax, Other City, KPB and State required documents (List):	
Port and Harbor Staff Comments: Spittoon is well established and experienced and will provide a helpful service to visitors on the Homer Spit.	
City Planning Comments: After consultation with Ed Gross, City Planning, Associate Planner, information regarding signage and contact information for City Planning was provided to Happy Face LLC to share with their tenants.	
Community Development Comments: No Comments.	
City Manager Comments: No objection.	
Recommended Action to City Council - Recommend approval <input type="checkbox"/> N/A	

**City Manager Signature:** Melissa Jacobsen **Print Name:** Melissa Jacobsen **Date:** April 18, 2025



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(p) 907-235-3160

(f) 907-235-3152

## Sublease Application

### Applicant (Primary Lease Holder) Information

Lessee Name: HAPPY FACE, LLC

Mailing Address: P.O. BOX 3147, HOMER, AK 99603

Phone Number(s): 907-235-8783

Email Address(es): [swapa@swpilots.net](mailto:swapa@swpilots.net) or [support@swpilots.net](mailto:support@swpilots.net)

### Sublessee Information

Business Name: SPITTOON, LLC Primary Contact: STEVE NOLAN

Mailing Address: P.O. BOX 297

Phone number(s): 509-845-0051

Email Address(es): [tnolanak@gmail.com](mailto:tnolanak@gmail.com)

### Sublease Information

Description of the subleased premises:

Sq ft: 1166 Description: 4400 HOMER SPIT ROAD, UNIT 1, HOMER, AK 99603

Authorized use: (Must be consistent with authorized purpose in the primary lease.)  
RESTAURANT

What is the applicant's experience in the proposed business or venture?  
35 YEAR OWNERSHIP IN LOCAL RESTAURANTS (THE HOMESTEAD RESTAURANT, FRITZ CREEK GENERAL STORE, CAFÉ CUPS, FAT OLIVES, COSMIC KITCHEN)

What property improvements are planned as part of this sublease? (At least 30 days prior to construction, plans must be submitted to the Landlord for approval, and often an as-built is required once the work is complete. See your lease for additional requirements and details.)  
N/A

Information supporting the financial capability or backing including a credit history, prior lease history, and assets that will be used to support the proposed business: (Attach supporting documents.)  
PLEASE CONTACT ERIK NIEBUHR AT FIRST NATIONAL BANK ALASKA, HOMER BRANCH  
907-235-5800



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Sublease includes a statement that the sublease is subject to all of the terms and conditions of the primary lease.

Initial: SN Sublease Section #: 40 (Attach sublease.)

Sublease includes a requirement that sublessee agrees to maintain insurance for sublessee's leasehold in the manner and form required under the primary lease and names the City of Homer as an additional insured.

Initial: SN Sublease Section #: 40

Business licenses, Permits, Articles of Incorporation, KPB Tax Compliance Certification and other documents providing evidence of compliance with City, Kenai Peninsula Borough and State of Alaska laws.

Initial: SN (Attach supporting documents.)

Additional Notes:

## Sublease Application Signature Page

### Primary Lease Holder Signature:

I hereby attest that, to the best of my knowledge, the information contained in this document is accurate, complete, and true.

Signature: Steve Nolan

Date: 4/17/2025

Print Name: STEVE NOLAN

Title: OWNER

## LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as "Lease") is made and entered into by and between **Happy Face LLC**, (hereinafter referred to as "Lessor"), and **Spittoon LLC** (hereinafter referred to as "Lessee").

1. **LEASED PREMISES.** Lessor, for and in consideration of the rent, covenants and conditions set forth in this Lease to be kept, performed and observed by Lessee, leases to Lessee, and Lessee hereby leases from Lessor Unit #1 of the following described real property situated in the Homer Recording District, Third Judicial District, State of Alaska, located at 4400 Homer Spit Road, Unit LH02, Homer, Alaska, 99603, and more particularly described as follows:

**Unit #1 (consisting of 1,166 square feet) and described herein T 7S R 13W  
Sec 1 Seward Meridian HM 0890034 LSEHLD  
Lot Thirty-two (32) Homer Spit AMD, according to the official  
Plat thereof, books of records of the Homer Recording District, Third  
Judicial District, State of Alaska.**

(Hereinafter referred to as "Leased Premises").

2. **COMMON AREAS.** If the premises are part of a building occupied by other tenants, Lessee agrees to conform to Lessor's rules and regulations pertaining to the parts of the building that are in common use by tenants.

3. **TERM.** The Term of this Lease shall be **five (5) years commencing on the 1st day of May, 2025, or when leased premises are completed, and ending on the 30th day of April, 2030.** The monthly rent shall increase annually, beginning on the 1<sup>st</sup> day of May 2026, by CPI 12-month percent change for prior calendar year as established by the U.S. Bureau of Labor Statistics (BLS) and published for Urban Alaska on the BLS website.

4. **EARLY OCCUPANCY.** Lessee shall be provided the option to occupy the Leased Premises prior to the Term. If approved by Lessor, Lessee's early occupancy of the Leased Premises shall be subject to all of the provisions of this Lease. Early occupancy of the Leased Premises shall not advance the expiration date of this Lease. Prior to early occupancy and before Lessee or any contractors and/or sub-contractors hired by Lessee can commence approved work, Lessee shall provide Lessor with expected start date, scope of work, list of contractors, and necessary proof of insurances as required by this Lease. Lessor agrees there shall be no rent or utility payments due for this early occupancy period.

5. **OPTION TO RENEW LEASE.** Provided Lessee is not in default under the Lease, either at the time of exercise of its rights hereunder or on the first day of the applicable Option Term, and Lessee is in occupancy of the Leased Premises then, Lessee shall have the option to renew this Lease for one (1) additional Term of five (5) years ("Option Term") at the fair market rental value of the Leased Premises as reasonably determined by Lessor in its sole discretion at the commencement date of Option Term. Lessee shall notify Lessor in writing, in accordance with notice provisions contained herein, one hundred and eighty (180) days in advance of the scheduled expiration of this Lease if Lessee wishes to exercise this Option Term. All other terms and conditions of this Lease not specifically addressed herein shall remain unchanged.



6. **RENT.** Lessee covenants and agrees to pay to Lessor as monthly rent, the sum of **Three thousand ninety six dollars 00/100 (\$3,096.00) plus local sales tax, currently 7.85% charged on the first five hundred dollars (\$39.25), for a total of Three thousand one hundred and thirty five dollars 25/100 (\$3,135.25) payable in advance on the 1st day of each and every month.** A late charge in the amount of **One hundred fifty and 00/100 Dollars (\$150.00)** shall be assessed against any rental payment not paid within ten (10) days of its due date. Should there presently be in effect or should there be enacted during the term of this Lease Agreement any law, statute, or ordinance levying any tax upon rents, Lessee shall pay such tax or shall reimburse Lessor on demand for any such taxes paid by Lessor. Such taxes shall not include income taxes. A security deposit of **Three thousand ninety six dollars 00/100 (\$3,096.00)** remains in trust, held by the Lessor for any default of the Lessee.

7. **PURPOSE.** The leased premises are to be used for the following purposes only: operating a trade business. The leased premises shall be used for no other purpose without prior written consent of Lessor in each instance first obtained.

8. **LESSEE'S OBLIGATIONS.** Lessee shall: (1) keep the premises in a clean and sanitary condition; (2) properly dispose of all rubbish, garbage and waste in a clean and sanitary manner at all reasonable and regular intervals; (3) properly use and operate the electrical heating, plumbing and other fixtures and appliances; (4) not intentionally or negligently destroy, deface, damage, impair or remove a part of the leased premises, or any property of Lessor, nor permit any employee, agent, family member, invitee, licensee or other person acting under its control to do the same; (5) not permit a nuisance or common waste; (6) except for the roof, exterior walls and foundation, which are the responsibility of the Lessor, Lessee shall make such repairs as necessary to maintain the premises in as good condition as they now are, reasonable use and wear and damage by fire and other casualty excepted; and (7) Lessee shall maintain and be solely responsible for the cost of liability and fire/hazard insurance on the rented premises and for Lessee's personal and business property. No animals will be allowed.

9. **NO SMOKING.** No smoking will be allowed inside the lease space or in the common areas. A designated smoking area may be designated on the exterior of the premises. Lessee will be responsible for cleanup of cigarette trash.

10. **ADDITIONAL LESSOR'S OBLIGATIONS.** Lessor shall: (1) immediately notify Lessee, as provided herein, of any changes as to the person or address of Lessor; and (2) maintain all structural components in good repair.

11. **LESSEE'S OBLIGATIONS TO DEFEND, INDEMNIFY, SAVE AND HOLD LESSOR HARMLESS; LESSOR'S OBLIGATION.**

(a) Except for claims attributable to Lessor's willful misconduct, Lessee hereby agrees to and shall indemnify Lessor and save and hold harmless Lessor from, and pay the costs to defend Lessor against, suits, actions, claims, damages, liability (including strict liability), costs, and expenses (including attorney's fees) in connection with loss of fire, bodily or personal injury or death or property damage arising from or out of any occurrence in, upon, at, or from the Leased Premises, or the occupancy or use by Lessee of the Leased Premises, or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees, licensees,

concessionaires or customers. In the event that Lessor shall be made a party to any litigation commenced by or against Lessee, Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and attorney's fees incurred in resisting or defending such litigation or proceeding.

(b) Lessee shall store its property on and shall occupy the Leased Premises at its own risk, and releases Lessor to the fullest extent permitted by law and equity from all claims of every kind resulting in loss of life, personal or bodily injury or death or property damage, except to the extent that Lessor has engaged in willful misconduct.

(c) Lessor shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures or other personal property to Lessee, except to the extent attributable to Lessor's willful misconduct.

(d) Lessee shall give prompt notice to Lessor in case of fire or accidents in the Leased Premises.

12. **CONDITION OF PROPERTY.** Lessee hereby accepts the existing condition, at the time of the commencement of the term hereof, of the leased premises, together with all improvements thereon. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of Lessor as to said condition or as to the use that may be made of said property. Lessee acknowledges that the leased premises may not be suitable for its intended purposes. In no event shall Lessor be held liable for any defect in said property or for any limitation on its use. Lessee understands that the personal property being conveyed is in an "As-Is" condition.

13. **USE OF PREMISES.**

(a) Lessee shall comply with all applicable laws, ordinances and regulations of duly-constituted public authorities now or hereafter enacted which in any manner affect the leased premises, whether or not any such laws, ordinances or regulations which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same. Lessee further agrees it will not permit any unlawful occupation, business or trade to be conducted on the leased premises or any use to be made thereof contrary to any law, ordinance or regulation.

(b) Lessee shall use the leased premises in such a manner, both with regard to noise and other nuisances, as will not interfere with, annoy or disturb individuals and businesses in the areas surrounding the leased premises or Lessor in the management of the lease premises.

(c) Lessee shall not keep within the leased premises any article of dangerous, inflammable or explosive character which would increase the damage of fire upon the leased premises or which would be deemed "hazardous" or "extra-hazardous" by any responsible insurance standards.

14. **SIGNS.** All signs or symbols placed by Lessee in the windows, doors, and outside signpost of the premises, shall be subject to Lessor's prior written approval. Costs of any sign or symbols will be the responsibility of the Lessee. Temporary signage is acceptable without prior Lessor approval but only during business hours and provided it does not interfere with public right-of-way. A 3' by 5' area on the side of the building facing Homer Spit Road may be made available for a sign placed by Lessee, with prior approval from Lessor.

At the termination of the Lease, Lessee will remove all signs placed by it upon the premises and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.

15. **UTILITIES.** Water, sewer, refuse pick-up, snow plowing and sanding of the parking lot are included in the rent set forth above. All other items including electricity for the Leased Premises, heating, telephone and internet service, janitorial services, snow removal and sanding of the front porch as required, license fees and other governmental charges levied on the operation of Lessee's business on the premises shall be paid directly by, or be the responsibility of, the Lessee.

16. **PARKING.** Number of parking spaces allocated is to be determined. Parking spaces will be clearly marked once designated by Lessor. Parking spaces to be allotted in proportion to the total square footage of the building and square footage leased by Lessee.

17. **TAXES.** Lessor shall pay all real property taxes and assessments against the Property and local Sales Tax.

18. **COVENANT OF QUIET ENJOYMENT.** Upon payment of the rent provided for herein and upon performance of all the terms, conditions and covenants of this Lease, Lessee shall, at all times during the Term of this Lease and during any renewal Term or holdover of this Lease, peaceably and quietly enjoy the Leased Premises without any disturbance from the Lessor or from any other person claiming through the Lessor.

19. **ALTERATIONS AND ADDITIONS.** Lessee shall make no alterations or additions to the Leased Premises without the prior written consent of the Lessor. If consent for alterations is given, these alterations shall be the responsibility and expense of the Lessee.

\*Lessee shall be required to carry the necessary insurance(s) for any contractors and/or subcontractors hired by Lessee and must receive prior approval from Landlord before any work commences.

\*Initials: SN

Nothing herein contained shall be deemed to require Lessee to pay or discharge any liens or mortgages of any character whatsoever which may heretofore or hereafter be placed upon the Leased Premises by the affirmative act of Lessor.

20. **LESSOR'S RIGHT OF ENTRY AND INSPECTION.** Lessee shall, at any time during the Term, renewed Term, or holdover of this Lease, permit inspection of the Leased Premises during reasonable hours by Lessor, Lessor's agents or representatives, and by or on behalf of prospective purchasers or lessees. Lessor shall have full and unrestricted access to all utility installations servicing the Leased Premises.

21. **PROHIBITION OF LIENS.** Lessee shall not do or suffer anything to be done which causes the Leased Premises to be encumbered by liens of any nature. If any lien is recorded against said property purporting to be for labor and materials furnished or to be furnished to Lessee, Lessee shall discharge the same of record within ten (10) days after the date of filing. Failure of the Lessee to discharge any lien shall entitle the Lessor to damages including

costs and full attorney's fees occurred in defense and removal of such lien.

22. **NOTICE OF NONRESPONSIBILITY.** Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit, and that no lien of any nature or type shall be attached to or affect the estate of Lessor in or to the Leased Premises. At least twenty (20) working days before commencing any work that is or may be the subject of a lien for work done or materials furnished to the Leased Premises, Lessee shall notify Lessor of such work in writing to allow Lessor, if desired, to post and record notices of nonresponsibility and to take any other steps Lessor deems appropriate to protect its interest. Except as hereinabove provided, the provisions in this section do not eliminate the requirement for written consent of Lessor, as contemplated in Section 19 Alterations and Additions, of this Lease.

23. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not assign or sublease their whole or any part interest in the leasehold, or assign this Lease without the consent of Lessor, which consent will not be unreasonably withheld.

24. **SURRENDER OF PREMISES.** At the termination of this lease, Lessee shall deliver possession of the premises and any improvements to Lessor, including all keys and methods of access, and vacate the premises and improvements in good and clean condition and repair, reasonable wear and tear excepted. Lessee shall have the right to remove trade fixtures, but to the extent the removal of such fixtures causes damage to the property such as holes in walls, roofs, disconnected plumbing. These items will be repaired in good, workmanlike fashion at Lessee's expense prior to the date of termination.

25. **EMINENT DOMAIN.** If the whole or any part of the leased premises shall be taken for any public or quasi-public use under any statute, by right of eminent domain or by private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the Leased Premises or a declaration of taking issued, this Lease shall terminate. In the event of the condemnation or taking of the Leased Premises, Lessee shall not be entitled to, and expressly waives all claims to, any condemnation award for any taking, whether whole or partial, except Lessee shall have the right to claim from the condemnor, but not from the Lessor, such compensation as may be recoverable by Lessee in its own right for damage to Lessee's fixtures and improvements installed by Lessee at its expense.

26. **DEFAULT OF LEASE.** Each of the following, but not limited thereto, shall be deemed a default by Lessee and a breach of this Lease:

- (a) Failure of Lessee to perform any of the requirements, covenants, conditions, or provisions of this Lease.
- (b) Failure by Lessee to make any payment of rent, adjustments, charges, or any other payment required to be made by Lessee under this Lease when due.
- (c) Failure by Lessee to vacate or abandon the Leased Premises by Lessee.

27. **REMEDIES OF LESSOR.** In the event of any default by Lessee, Lessor shall

have the following rights and remedies, which are cumulative and not exclusive, in addition to any rights and remedies that may be provided to Lessor by statute or otherwise:

- (a) Re-enter the Leased Premises and take possession thereof. Lessor shall have a lien for security for the rent, adjustments, charges or other payment required to be made by Lessee under this Lease, on all of Lessee's goods, chattels, fixtures, furniture, tools, equipment, and other personal property which may be placed on the Leased Premises by Lessee, and which remains there at the time Lessor repossesses the Leased Premises.
  - (b) Re-lease the Leased Premises, in whole or in part, for a period equal to, or greater or lessor than, the remainder of the Term of this lease, for any sum which may be deemed reasonable at the Lessor's sole discretion.
  - (c) Declare the Term ended.
  - (d) Recover from Lessee such damages as are attributable to Lessee's default or breach from the date of such default or breach.
  - (e) Apply all or part of Lessee's security deposit to cure the default or satisfy any damages
  - (f) In the event of any default or breach, Lessor shall give Lessee ten (10) days written notice to cure said default or breach, during which time Lessor may not exercise the remedies set out herein. Lessor may exercise such remedies if the default is not cured within the ten (10) days after receipt of said notice.
- Lessee shall pay Lessor all Lessor's fees incurred in enforcing this Lease, including but not limited to Lessor's reasonable attorneys' fees and costs. This duty to pay Lessor's costs shall apply whether or not suit is brought by Lessor against Lessee, and shall specifically apply to, but not limited to, suits by Lessor for an unlawful detainer of the Leased Premises, for the recovery of any rent due under the provisions of this Lease, or for any obligation of Lessee arising under this Lease or by the law.

28. **INSURANCE\***

- (a) Lessee shall maintain coverage as follows:

<b>Commercial General Liability</b>	\$1,000,000 each occurrence \$1,000,000 personal & adv injury \$2,000,000 general aggregate \$2,000,000 products - completed operations
-------------------------------------	--

<b>Worker's Compensation</b>	Per Statute
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<b>Automobile Liability (if required)</b>	\$1,000,000 combined single limit
Medical Expenses	\$5,000 per person/ \$5,000 per accident
Uninsured/Underinsured Motorist	\$1,000,000 bodily injury/property damage

<b>Liquor Liability (if required)</b>	\$2,000,000 per occurrence
---------------------------------------	----------------------------

Property Insurance ("All Risks") covering (a) all office furniture, trade fixtures, office (including

electronic data processing equipment), electronic data and media, inventory, merchandise, business records, and all other items of Lessee's property on the Premises installed by, for, or at the expense of Lessee, and (b) all Lessee improvements, Alterations and other improvements and additions in and to the Leased Premises, including any improvements, alterations or additions installed above the ceiling of the Leased Premises or below the floor of the Leased Premises against, at a minimum, the perils insured under the ISO special causes of loss form (CP 10 30) or its equivalent. The policy must also include coverage for vandalism and malicious mischief, sprinkler leakage, earthquake damage, leakage from any window or sill, and all other types of water damage, including bursting, leakage or stoppage of any pipes. Coverage also should include spoilage and contamination and equipment breakdown. This insurance must cover the full replacement cost of the property insured, and any coinsurance requirement in the policy must be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the policy form.

The Certificate Holders should be:  
 Happy Face LLC  
 PO Box 3147  
 Homer, AK 99603

**Additional Insureds** are as follows:

Happy Face LLC, the directors and officers, employees and Pilots of SWAPA on all Policies.

**Primary Non-contributory** Endorsement in favor of Additional Insureds for Commercial General Liability. Endorsements in favor of Additional Insureds for Liquor Liability, and Auto Liability (if required).

**Waiver of Subrogation Endorsements** in favor of Additional Insureds for all policies

\*Initials: 

29. **DESTRUCTION OF THE PREMISES.** In the event the Leased Premises are destroyed or damaged by fire, earthquake, tsunami, or other casualty to such an extent as to render the same unusable in whole or any substantial part thereof, either party shall have the option to terminate this Lease. If either party elects to terminate this Lease, it shall notify the other, in writing, of its intention to terminate the Lease within ten (10) days after said fire, earthquake, tsunami, or other casualty and said Lease shall then terminate and be of no further force and effect and any advanced rentals not earned shall be returned to Lessee. Lessor shall be under no obligation to rebuild the premises for the benefit of Lessee. In the event that Lessor does not elect, within ten (10) days, to rebuild, then Lessee may cancel this Lease within fifteen (15) days. In the event the Leased Premises are not rebuilt within one hundred and eighty (180) days, Lessee may cancel this Lease with fifteen (15) days' written notice via email. The monthly lease payment shall be held in abeyance during the construction period.

30. **WAIVER OF BREACH.** No failure by Lessor to insist upon the strict performance of any term or condition of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of whole or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term or condition or the

right to declare this Lease terminated.

No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this Lease, and each such term or condition shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

31. **SUBORDINATION OF LEASE.** This lease shall be subject and subordinate at all times to liens of existing mortgages, deeds of trust or other underlying obligations, and to liens, mortgages, deeds of trust or other obligations which hereafter may be made a lien or encumbrance on the leased premises by the Lessor. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages, deeds of trust or other obligations as may be desired by Lessor. Lessee hereby appoints Lessor its attorney-in-fact, irrevocably, to execute and deliver such instrument or instruments for Lessee.

32. **ENTIRE AGREEMENT; MODIFICATION.** This Lease contains the entire agreement between Lessee and Lessor and supersedes all and any other prior agreements and understandings between the parties, and any executory agreement hereafter made shall not be effective to change, modify or discharge any part of this agreement unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

33. **NOTICES.** Any notice or demand which, under the terms of this Lease or any statute, may or must be given or made by the parties hereto shall be sufficient when given in writing and hand-delivered or mailed by certified mail, addressed to the other party as follows:

Lessor: **Happy Face LLC**  
**P.O. Box 3147**  
**Homer, Alaska 99603**

Lessee: **Spittoon LLC**  
**P.O. Box 297**  
**Homer, AK 99603**

Either party may, however, designate in writing such new or other address to which said notice or demand shall thereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States general or branch post office, enclosed in a certified, prepaid envelope, addressed as set forth above.

34. **TIME IS OF THE ESSENCE.** Time is of the essence of each and every term, condition, provision and covenant of this Lease.

35. **BINDING EFFECT.** This Lease shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, heirs and assigns. This provision, however, shall not affect any other provision in this Lease with respect to restrictions on

assignments or default of Lessee.

36. **EXCUSE FOR NONPERFORMANCE.** Either party to this Lease shall be excused from performing any or all of its obligations under this Lease for such times as the performance of any such obligation is prevented or delayed by an act of God, floods, explosions, elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, material or supplies in the open market, failure of transportation, strikes, walk-outs, action by labor unions or laws or governmental agencies or for any other cause, whether similar or dissimilar to the foregoing, which is not within the reasonable control of such party.


37. **INVALID OR PROHIBITED PROVISIONS.** If any provision of this Lease is found to be invalid or prohibited by law, such invalidity or prohibition shall not affect the remaining provisions of this Lease and the remaining provisions shall continue in full force and effect.

38. **CHOICE OF LAW.** The parties to this Agreement expressly agree that the laws of the State of Alaska shall govern the validity, construction, interpretation, and effect of this Lease

39. **INDEPENDENT COUNSEL.** Each party acknowledges that it has enjoyed the opportunity to seek the advice and representation of competent legal counsel in negotiating, entering into, executing, and delivering this Lease. The fact that this Agreement may have been drafted in whole or in part by one such party's counsel shall not cause all or any part of this Agreement to be construed against such party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year set opposite their respective signatures.

Dated: 1/21/2025

Happy Face LLC  
Signed by:  
By:   
D4478G8640FC486...

Its: President  
"Lessor"

Dated: 1/23/2025

Spittoon LLC  
DocuSigned by:  
By:   
E3301FAECDAF4E7

Its: Owner  
"Lessee"



**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**Spittoon LLC**

PO Box 297, Homer, AK 99603

owned by

Spittoon LLC

is licensed by the department to conduct business for the period

December 17, 2024 to December 31, 2026  
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Sande  
Commissioner

Spittoon LLC  
PO Box 297  
Homer, AK 99603



KENAI PENINSULA  
**Borough**

**Sales Tax**

A Division of the Finance Department

144 North Binkley Street, Soldotna, AK 99669 | (P) 907-714-2175 | (F) 907-714-2376 | [www.kpb.us](http://www.kpb.us)

**Sales Tax Account # 00213400**

**Sales Tax Introduction Letter and Certificate of Registration**



March 6, 2025

RED TABLE BBQ  
PO BOX 297  
HOMER AK 99603  
UNITED STATES

Dear Business Owner:

Attached is your new certificate of Authority to Collect Sales Tax.

Net proceeds of the borough-wide sales tax of 3% is dedicated to our Borough schools. In addition, sales tax is collected for, and turned over to the cities. The schools and cities must have this sales tax money to operate; therefore, enforcement of the sales tax ordinance is strictly maintained.

Businesses are encouraged to promptly file sales tax returns and remit the taxes collected each reporting period by the due date prescribed. By reporting promptly, accounts may receive a 5% credit of the sales tax up to \$1,000 per quarter. Filing is required on a **QUARTERLY** basis. Please note that a return ***MUST*** be filed for ***EVERY*** reporting period, even if there were no sales (*check the box, "RETURN HAS NO SALES"*). The Sales Tax Division will mail returns at the end of each reporting period. The due date on the return is the day that the return ***MUST BE POSTMARKED BY or TURNED IN TO OUR OFFICE BY.***

**Returns filed online must be submitted by 5:00 p.m. of the due date.**

Accounts will be subject to a missing filing fee of \$25 for each return not filed; if two (2) consecutive returns are missed a reinstatement fee of \$100 will be assessed, in addition to any penalty or interest for late filing and remittance.

The sales tax code of ordinances is available at <http://www.kpb.us/finance-dept/sales-tax/sales-tax-information>. A paper copy can be requested by phone (907)714-2175 or email [salestax@kpb.us](mailto:salestax@kpb.us). The Sales Tax staff in the Finance Department will be glad to answer questions or assist in any way they can regarding your sales tax account.

Certificate

Mar 6 2025 12:59AM 4

KENAI PENINSULA BOROUGH  
**CERTIFICATE OF AUTHORITY TO COLLECT BOROUGH SALES TAX**

**THIS IS TO CERTIFY THAT RED TABLE BBQ**

is authorized and empowered by the Mayor of the Kenai Peninsula Borough to collect for the Borough Sales Tax on retail Sales, Rents and Services imposed pursuant to Ordinance No 5.18 of the Kenai Peninsula Borough.

This certificate is non-assignable and non-transferable and must be surrendered to the Mayor by the seller to whom it was issued upon his ceasing to do business at the location named herein, or any change in ownership, form of ownership, or any other change.

RED TABLE BBQ  
PO BOX 297  
HOMER AK 99603

UNITED STATES

ACCOUNT  
NUMBER 00213400

DATE OF  
REGISTRATION June 1, 2025

**MAYOR**

199

**THIS CERTIFICATE MUST BE DISPLAYED PROMINENTLY AT THE PLACE OF BUSINESS.**

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**RESOLUTION 25-027**

A RESOLUTION OF THE CITY COUNCIL OF HOMER ALASKA,  
APPROVING A LEASE ASSIGNMENT FROM BERTH II INC. TO HAPPY  
FACE LLC FOR THE PROPERTY ENTITLED T 7S R 13W SEC 1  
SEWARD MERIDIAN HM 0890034 HOMER SPIT AMENDED LOT 32,  
HOMER RECORDING DISTRICT, STATE OF ALASKA AND  
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE  
THE APPROPRIATE DOCUMENTS.

WHEREAS, Resolution 24-068 approved a lease assignment from Y & C, LLC to Berth II  
Inc.; and

WHEREAS, Berth II, in order to separate components of their real estate holdings into  
discrete entities, sold the buildings on the property to Happy Face, LLC, which is largely  
comprised of the same members as Berth II, Inc.; and

WHEREAS, Section 6.02 of the Lease requires that any buildings, fixtures, and  
improvement will remain the property of the Lessee; and

WHEREAS, At the direction of City staff, Happy Face, LLC, applied for an assignment for  
the duration of the term of the Lease from Berth II, Inc.; and

WHEREAS, The City finds the Tenants to otherwise be in compliance with the Lease and  
considers their planned use of the facility to be appropriate for the property's Marine  
Commercial zoning.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby  
approves the lease assignment from Berth II, Inc. to Happy Face, LLC of the Ground Lease and  
Security Agreement for the property entitled T 7S R 13W SEC 1 Seward Meridian HM 0890034  
Homer Spit Amended Lot 32, Homer Recording District, State of Alaska and authorizes the City  
Manager to negotiate and execute the appropriate documents.

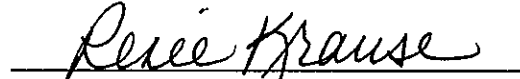
PASSED AND ADOPTED by the Homer City Council this 14th day of April, 2025.

CITY OF HOMER



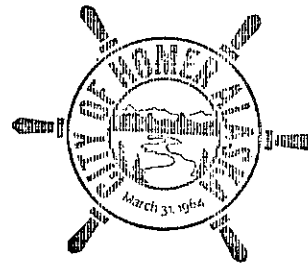
RACHEL LORD, MAYOR

ATTEST:



RENEE KRAUSE, MMC, CITY CLERK

Fiscal Note: Resolution 24-068.



**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**RESOLUTION 25-040**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
APPROVING A SUB-LEASE BETWEEN HAPPY FACE, LLC AND  
SPITTOON, LLC, OCCUPYING 1,166 SQUARE FEET IN THE  
BUILDING LOCATED ON THE PROPERTY IDENTIFIED AS T7S R13W  
SECTION 1 SEWARD MERIDIAN HM0890034, HOMER SPIT  
AMENDED LOT 32 AND AUTHORIZING THE CITY MANAGER TO  
NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, Happy Face LLC is the tenant in good standing of a ground lease for the  
property at 4400 Homer Spit Road identified as T7S R13W Section 1 Seward Meridian HM  
0890034 Homer Spit Amended Lot 32; and

WHEREAS, Under Homer City Code 18.08.140, subleases on City Property leases require  
approval of City Council; and

WHEREAS, Spittoon, LLC submitted a complete application to sublease from Happy  
Face, LLC; and

WHEREAS, The proposed business aligns with the purpose in the prime lease, the  
business qualifications are sufficient, and the proposed use is in line with Marine Commercial  
zoning.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby  
approves a sublease between Happy Face, LLC and Spittoon, LLC occupying 1,166 square feet  
in the building located on the property identified as T 7S R 13W SEC 1 Seward Meridian HM  
0890034 Homer Spit Amended Lot 32, and authorizes the City Manager to negotiate and  
execute the appropriate documents.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 28th day of April, 2025.

CITY OF HOMER

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RACHEL LORD, MAYOR

42

43 ATTEST:

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46 RENEE KRAUSE, MMC, CITY CLERK

47

48 Fiscal Note: Memorandum CC-25-119 \$500 annually 400-0600-4650

49



# MEMORANDUM

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**Resolution 25-041, A Resolution of the City Council of Homer, Alaska Requesting, In the Interest of Pedestrian Safety, that the State of Alaska Department of Transportation and Public Facilities Modify its Current Design for Reconstruction of that Portion of the Sterling Highway Crossing the Diamond Creek Drainage to Include a Pedestrian Underpass and Multi-Use Pathway. Aderhold/Parsons.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and City Council  
**Date:** April 28, 2025  
**From:** Councilmembers Aderhold and Parsons  
**Through:** Melissa Jacobsen, City Manager

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## Background

Homer City Council has supported Homer Trails Alliance's (HTA's) advocacy of an underpass of the Sterling Highway at Diamond Creek to connect trails in the Diamond Creek Recreation Area (DCRA) and Alaska State Parks Diamond Creek State Recreation Site (DCSRS) for two years (see attached Resolution 23-014). At our regular meeting on March 10, 2025, City Council reviewed the trail plan developed by Kinney Engineering and Happy Trails, Inc. The plan included trail segments across private properties because Alaska Department of Transportation and Public Facilities (ADOT/PF) had told the City that the trail could not be within the highway right of way (ROW). At that time, Council asked city staff to reach out to affected property owners to determine their willingness to develop trail easements across their properties.

Since that council meeting, Councilmembers Parsons and Aderhold met with representatives of HTA (Billy Day, Sandy Cronland, and Dave Eberle) and city staff (Melissa Jacobsen, Dan Kort, Julie Engebretsen, and Leon Galbraith) on April 10, 2025 to discuss recent correspondence and opportunities with ADOT/PF regarding the possibility of an underpass and connecting trails. Dave Eberle volunteers with HTA and is a former ADOT/PF Central Region Director.

Based on the knowledge that ADOT/PF will construct a gravel service access ramp in the Sterling Highway ROW to Diamond Creek to install and provide future maintenance access to the culvert, Happy Trails, Inc. prepared an updated field report with a trail concept that would use the access ramp (see attached).



While using the access ramp as the trail to an underpass at Diamond Creek makes sense, the ADOT/PF Central Region Director is the person who needs to make the decision to allow use of the access ramp as a trail.

Resolution 25-041 provides information ADOT/PF Central Region Director Sean Holland needs to make the decision and sets up the opportunity for city staff to meet with Director Holland to discuss the project. Dave Eberle had offered to support these meetings.

Based on the current design and construction schedule for the Sterling Highway project, Dave Eberle developed the timetable below for engaging with ADOT/PF:

Task	Target Date	Status
Secure drawing details for maintenance access road and elevations. Secure draft design for pedestrian underpass.	March 31	complete
Onsite visit with Happy Trails to walk routing alternatives within or adjacent to highway ROW.	April 5	complete
Meet with Homer public works and City Manager to discuss underpass, pathway reports, maintenance agreements and timetable.	April 10	complete
Obtain sample copy of typical maintenance agreement with ADOT/PF.	April 21	
Begin informal dialog with ADOT/PF Commissioner and Regional Director. Discuss possible onsite visit.	May 1	
Update Happy Trails report including recommended routing changes to Kinney Engineering report.	May 7	
Meet with City to discuss updated trails reports and proposed maintenance agreement. Extend formal invitation to ADOT/PF Commissioner and Regional Director.	May 12-15	
Meeting between City and ADOT/PF to discuss details of pedestrian underpass, pathway routing, and maintenance agreement. Visit project site with ADOT/PF representatives.	June 2-13	
Develop draft maintenance agreements: HTA/City, City/ADOT/PF, and City/Borough.	July 1	
Work with ADOT/PF and Dowl Engineers to refine underpass details.	July 14-18	
Finalize all maintenance agreements and present to City for formal approval. Transmit agreements to Borough and ADOT/PF.	August 15	
Execute formal maintenance agreements with all parties.	Sept 14-19	

### Recommendation

Discuss and vote on Resolution 25-041

**Attachments:**

Resolution 13-055

Resolution 23-014

Diamond Creek Recreation Area Underpass Conceptual Drawing date April 17, 2025

Memorandum from City Engineer Galbraith dated February 28, 2025

Kinney Engineering LLC - Homer Diamond Creek Trail Route Memorandum dated February 14, 2025

Happy Trails, Inc. Homer Trails Alliance Diamond Creek Recreation Area Concept Trail Plan February 2025

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 13-055**

A RESOLUTION OF THE HOMER CITY COUNCIL  
SUPPORTING THE DIAMOND CREEK RECREATION AREA  
PLAN AND ADOPTING THE PLAN AS IT APPLIES TO CITY  
OWNED LANDS ACQUIRED THROUGH THE FOREST  
LEGACY PROGRAM.

WHEREAS, The City routinely adopts park plans by resolution for city facilities; and

WHEREAS, The Homer City Council adopted Ordinance 07-03, accepting ownership of  
two parcels totaling 273 acres in the Diamond Creek area as part of the Forest Legacy Program  
to keep for public park land in perpetuity; and

WHEREAS, The Forest Legacy Program requires all development on the lands be  
approved by certain state and federal agencies; and

WHEREAS, The Diamond Creek Recreation (DCRA) Plan is a management and  
development plan; and

WHEREAS, State and Federal agencies can review the plan and all associated  
development projects for consistency with the Forest Legacy Program.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby adopts  
the Diamond Creek Recreation Area Plan as it applies to city owned lands.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 28<sup>th</sup> day of May,  
2013.

CITY OF HOMER

  
MARY E. WYTHE, MAYOR

ATTEST:

  
JO JOHNSON, CMC, CITY CLERK

Fiscal Note: N/A

**CITY OF HOMER  
HOMER, ALASKA**

Aderhold/Davis

**RESOLUTION 23-014**

AN RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
INTENDING TO ADD A ROGERS LOOP ROAD OFF-STREET PARKING  
PROJECT TO ITS CAPITAL IMPROVEMENT PLAN AND TO WORK  
WITH HOMER TRAILS ALLIANCE ON TRAILS AND TRAILHEAD  
RELATED PROJECTS IF THE ORGANIZATION RECEIVES A  
TRANSPORTATION ALTERNATIVES PROGRAM GRANT FROM THE  
ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC  
FACILITIES

WHEREAS, The Homer Trails Alliance (HTA), a non-profit group based in Homer, has  
submitted a Transportation Alternatives Program (TAP) proposal to the Alaska Department of  
Transportation and Public Facilities (DOT&PF) to expand existing trail systems in and beyond  
the western boundary of the City of Homer to connect existing and new non-motorized trails  
that will enable pedestrians, bicyclists, and wheelchair users of all ages and abilities to travel  
between trailheads and trail systems along the Sterling Highway within the State owned  
Homer Demonstration Forest and the City of Homer's Diamond Creek Recreation Area and  
Alaska State Park's Diamond Creek Stat Recreation Site; and

WHEREAS, The HTA proposal includes new parking, restrooms, trailheads, and trails on  
parcels owned by the City of Homer in the Diamond Creek Recreation Area and adjacent to  
Rogers Loop Road near the Homer Demonstration Forest; and

WHEREAS, The City Council approved the Diamond Creek Recreation Area Management  
Plan in May 2013; and

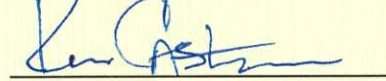
WHEREAS, The Diamond Creek Recreation Area is currently used for winter recreation  
and to protect wetlands and waters in the Diamond Creek watershed; and

WHEREAS, The City-owned parcel on Rogers Loop Road was purchased with the intent  
of creating off-street parking for an existing trailhead, but this project has not been  
constructed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, intends to  
add a Rogers Loop parking area to its Capital Improvement Plan and will work with HTA on  
other trail and trailhead related projects if the organization receives a TAPS grant from  
DOT&PF for its proposed project.

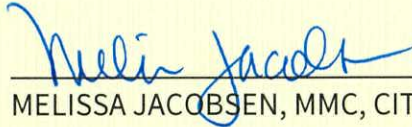
PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, THIS 13<sup>th</sup> day of  
February, 2023.

CITY OF HOMER



KEN CASTNER, MAYOR

ATTEST:



MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A







## **Diamond Creek Recreation Area Concept Trails Addendum I**

*Produced for Homer Trails Alliance*

### **Sterling Highway Underpass Trail Field Study**

#### **Purpose**

On April 5, 2025, Jon Underwood of Happy Trails Inc. joined Homer Trails Alliance volunteers Billy Day, Sandy Cronland, and Dave Eberle to walk the proposed trail route between the proposed Green Timbers trailhead in the Diamond Creek Recreation Area (DCRA) and the Diamond Creek State Recreation Site (DCSRS). The purpose of the field work was to determine the feasibility of creating a trail connector through a proposed Sterling Highway underpass using the highway Right of Way.

#### **Benefits and Challenges**

##### ***Timely***

The Diamond Creek Area Multi-Resource Management Plan, adopted by the City of Homer in 2013, mentions Sterling Highway underpass concept in two objectives: 1. to connect DCRA and DCSRS, and 2. form part of an all-season trail system in DCRA. This plan has been in place for 12 years awaiting an opportunity for such a project.

In the near future, the Alaska State Department of Transportation and Public Facilities (DOT-PF) plans to rebuild the area where the Sterling Highway crosses Diamond Creek, installing a fish passage culvert and widening the road to the north to include turn lanes. The road in this area will be completely rebuilt. It may be decades before a similar opportunity arises.

##### ***Safe Connectivity***

At this time it is difficult to travel on foot from one area to the other. Even in early April, crossing the road on foot required waiting for a break in traffic, which is traveling at full highway speeds. Easy, quiet passage between these two recreation areas will expand opportunities for residents and tourists alike to visit either area and combine the trail experience in novel ways.

### ***Sterling ROW***

This plan requires constructing trail in the highway Right of Way. Permission and construction from DOT is necessary to do this, and it will be necessary for the City of Homer to commit to maintenance. At the same time, it is possible for the trail to utilize structures that will already be in place due to highway reconstruction. An access ramp is planned on the east side of the road, allowing construction access. The access ramp can be left in place and become the trail route. The access ramp can be extended across the planned fish passage culvert to route the trail across the creek to the underpass.

### ***Avoiding Negative Control Areas***

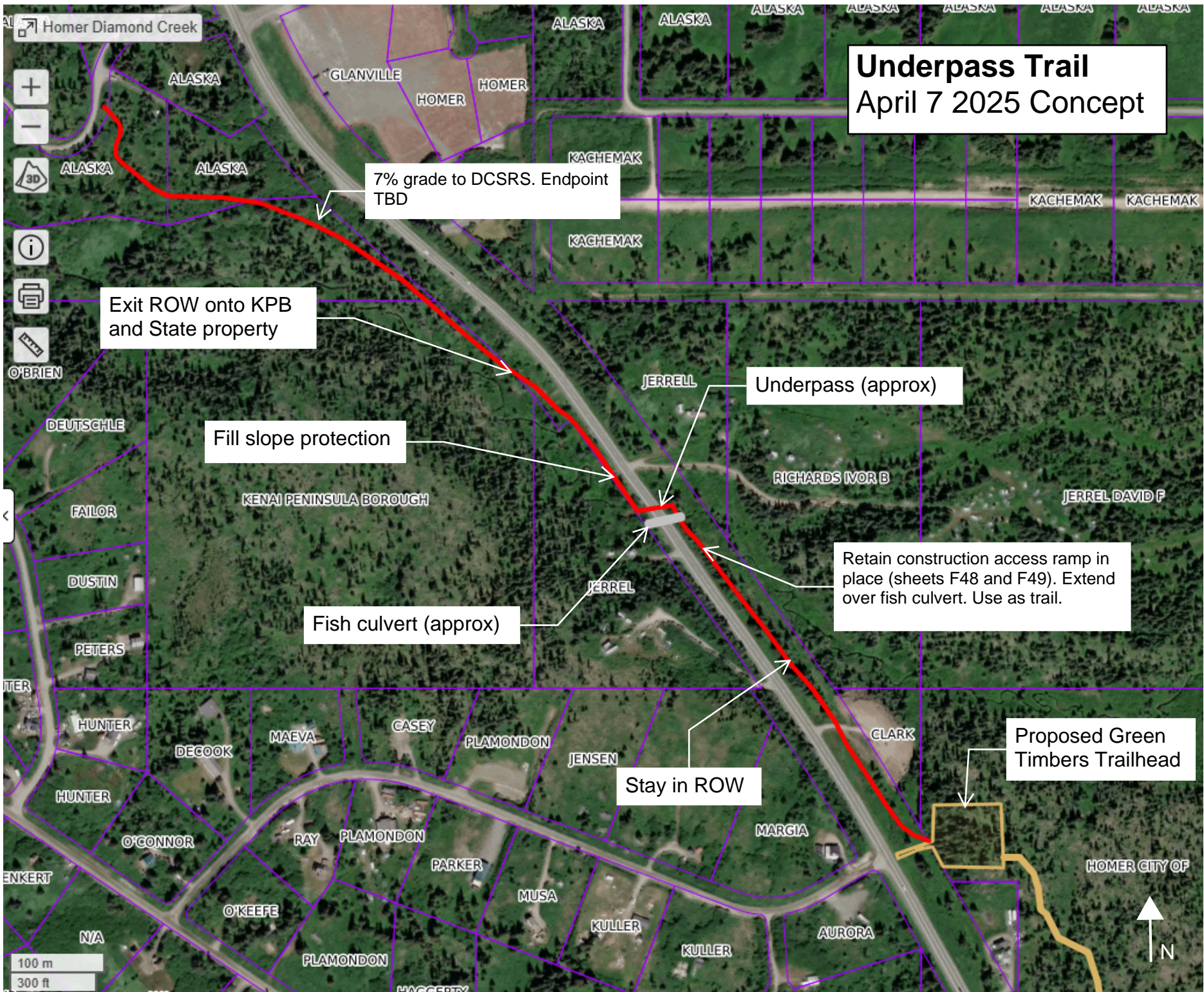
This route avoids multiple areas that are problematic for design and construction:

1. This route avoids private property, which abuts the crossing area on two sides, as well as the possible approaches.
2. This route minimizes crossings of Diamond Creek.
3. This route avoids the poor soil found in the creek bottom area. This poor soil would require a large amount of fill or long boardwalk structures to create a sustainable trail.

### **Concept Map**

The following concept map portrays the idea of the connection desired between DCRA and DCSRS. It does not portray specific design of items in the highway ROW. The trail route has been field checked but not field flagged.









# MEMORANDUM

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## City Council update on preliminary design studies for the Diamond Creek Recreation Area (DCRA) Trails and a Sterling Highway Pedestrian Underpass

**Item Type:** Informational Memorandum  
**Prepared For:** City Council  
**Date:** February 28, 2025  
**From:** Leon Galbraith, P.E., City Engineer  
**Through:** Melissa Jacobsen, City Manager

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The purpose of this Memorandum is to update the City Council and present the attached two documents recently completed with preliminary design studies for the Diamond Creek Recreation Area (DCRA) Trails and a Sterling Highway Pedestrian Underpass.

Through Ordinance 24-06(A), the FY24/25 Capital Budget included \$25,000 from the HART Trails Fund to complete these preliminary design studies.

Resolution 24-090(A) authorized issuance of a task order to Kinney Engineering, LLC to provide the professional services as the consultant tasked with completing these preliminary design studies.

The Kinney Engineering study has developed an option for a trail extension linking the city-owned DCRA property and the DCRA trail to the west side of the Sterling Highway leading to the Diamond Creek State Recreation Site (DCSRS). A pedestrian underpass used to cross the Sterling Highway would also be part of the trail extension. The study is intended to demonstrate the feasibility of the construction of a pedestrian trail, including right of way analysis. This is intended to be a preliminary study, not a final design. Assessing the feasibility of a proposed route is an important first step.

As a subcontractor to Kinney Engineering, Happy Trails also completed a preliminary design study of potential trail routes and costs for the area east of the Sterling Highway on the City owned parcel labeled as the DCRA. This includes a new parking lot at the area labeled as "Green Timbers TH".

Staff has reached out to Alaska DOT&PF (DOT) to discuss these final studies. Staff with the DOT appear to still be supportive of the trail project and Sterling Hwy underpass alternative locations that are proposed in the Kinney Engineering study. The proposed trail presented to the DOT shows the trail crossing three (and possibly four) privately owned properties as well as Kenai Peninsula Borough (KPB) Lands before reaching the State of Alaska DNR lands. A Homer Electric Association overhead power easement would also be crossed. The DOT expressed that they would like to see something definitive such as established trail easements between the City and the private land owners as well as with the KPB before the DOT commits to constructing a pedestrian tunnel.

Securing these proposed easements is estimated to take as long as one to two years, and the DOT's highway project construction is anticipated to occur in the summer of 2027. Therefore, we would need these easement agreements to be in place as soon as possible (less than one year) for the pedestrian tunnel to be included in the DOT's highway project design prior to their bidding and construction.

#### ANTICIPATED NEXT STEPS

If the Council wishes to pursue this project further, the following steps are anticipated:

- A Council sponsor would need to bring forward a resolution of support and future funding ordinance for easement acquisition.
- The City will need to reach out to all of the private property owners and KPB to see if they are willing to grant trail easements to support the proposed project.
- If any private property owner denies easement, the project is either dead, or the City would have to reach out to Kinney Engineering to investigate alternative routes to avoid the individual private property owner's lot, with the understanding that the DOT has expressed they are not willing to allow the trail to parallel the Sterling Highway within their right-of-way.
- If all property owners are interested in granting the trail easements, the City will need to fund further survey and design work as well as swiftly draft up the easement drawings and agreements for routing through the KPB's platting process as well as negotiate any potential payments associated with granting said easements.

When considering whether or not to pursue this trail further, the Council should also remember that the timeline is very short to get the DOT any easement agreements. There is the possibility that the DOT would accept something short of an established easement (if the process is underway), however that is risky. The City could invest substantial resources towards this effort and not make the deadline, or the partial process may not be sufficient to convince the DOT to construct the pedestrian tunnel. The DOT has expressed that they support the concept of the pedestrian tunnel, however they cannot construct the pedestrian tunnel on good intentions, only to have constructed a tunnel that doesn't get used because the City cannot secure the needed trail easements, or doesn't have the money to construct the trails themselves.

#### ATTACHMENTS

1. Homer Diamond Creek Trail Design Study-Final
2. DCRA Trails Study

**TO:** City of Homer Public Works Department

**FROM:** Brian Lamson, PE  
Jan Keiser, PE  
Margaret Devlin, Engineering Technician  
Randy Kinney, PE, PTOE

**DATE:** 2/14/2025

**SUBJECT:** Task Order #24-01 – Proposed Diamond Creek Trail Route Memorandum

---

## 1. Purpose

The purpose of this Memorandum is to identify the design criteria and proposed trail route connecting the Diamond Creek Recreational Area (“DCRA”) to the Diamond Creek State Recreation Site, including a crossing under the Sterling Highway.

## 2. Background

The Alaska Department of Transportation and Public Facilities (“DOT&PF”) is planning to improve the Sterling Highway from MP 157-169, which includes a new fish passage culvert under the Sterling Highway for Diamond Creek flowing from the north side of the highway to the south. The Sterling Highway project lies within the vicinity of the DCRA on the northern side of the highway to and the Diamond Creek State Recreation Site (“DCSRC”), on the southern side of the highway. These areas are regularly, and frequently, used by local residents and visitors for hiking, mountain biking and skiing. Local residents have long desired an undercrossing that would allow these non-motorized users to safely cross under the highway. DOT&PF expressed concern that they are reluctant to develop an undercrossing in a location where there are no trails directly connecting to it.

City of Homer (“COH”), Kinney Engineering LLC (“Kinney”), DOT&PF, and Kenai Peninsula Bureau staff held a kick-off/scoping meeting on September 18, 2024 followed by a field review of the trail corridor, including the existing Diamond Creek crossing of Sterling Highway.

The COH City Council adopted Ordinance 24-06(A) supporting the undercrossing project and appropriating funds to conduct a design study that would investigate the feasibility of *“the construction of a pedestrian trail in the DCRA and connecting the new trail to the DCSR, including right of way analysis.”* The City Council also adopted Resolution 24-090 authorizing staff to issue Task Order 24-01 to Kinney to conduct this study. Kinney will focus on the areas in the immediate vicinity of the Sterling Highway.

The City also issued Task Order 24-02 to Kinney, which authorizes Kinney to commission Happy Trails, Inc., (“Happy Trails”), as a subcontractor, to identify a trail route in the “backcountry”; that is, areas away from the Sterling Highway. Kinney will focus its efforts on trails from the proposed Green Timbers Trailhead south to the DCSR. Happy Trails will focus its efforts on trails from the proposed Green Timbers Trailhead north to the existing trail system in the northeast portion of the DCRA.

### 3. Design Criteria

#### 3.1. Design Standards and Guidelines

These design standards and guidelines apply to the DCRA trails and connections, including:

- Alaska Highway Preconstruction Manual, DOT&PF, 2025
- Alaska State Parks Trail Management Handbook, Section 3: Trail Design Parameters, Alaska Division of Natural Resources, 2015.
- Americans with Disabilities Act Standards for Accessible Design, Department of Justice, 2010
- City of Homer Trail Manual Design Criteria, COH, 2009
- Guide for the Development of Bicycle Facilities, 4<sup>th</sup> Edition, American Association of State Highway Transportation Officials, 2012
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, 2<sup>nd</sup> Edition, American Association of State Highway Transportation Officials, 2021.

#### 3.2. Selected Design Criteria

Design Criteria was chosen by location and ownership of the property surrounding the proposed trail as well as surrounding slope conditions. Table 1 (next page) shows the three trail classes and their chosen design criteria.

##### 3.2.1. Portions in the DOT&PF ROW

Sections of the trail within the DOT&PF right-of-way (ROW) would need to meet the requirements of a Low ADT Shared Use Path as outlined in the Alaska Highway Preconstruction Manual. These sections would follow the DOT&PF Standard Trail seen in Attachment A.

##### 3.2.2. Portions outside of DOT&PF ROW

Happy Trails elected to use the Alaska State Park Standards for a Bicycle Terra Trail Class 5 for the portion of the trail system from the proposed Green Timbers Trailhead to an existing trail in the DCRA. The goal was to create a trail that was as accessible for all ages and all abilities as possible. We will apply the same standards to the portions of the trail located outside of DOT&PF ROW where possible. Due to the steep slopes located on the bluffs, a Class 5 trail will not be suitable everywhere. Geotechnical investigations would be required to confirm the suitability of the soils to support at Class 5 standard trail on the bluffs. The existing ground cross slopes were analyzed to evaluate which class trail would be suitable for construction in the bluff sections of the trail.

The portions of the trail that cannot support the Class 5 Alaska Trail Standards will follow the Alaska State Parks Standards for a Class 1 Single Lane Trail. This is due to the steep bluffs and cross sections of the switchbacks. Alaska Trails Standard Class 1 and Alaska Trails Standard Class 5 typical sections can be seen in Attachment A. A profile of both bluff sections can be seen in Attachment B.

*Table 1: Trail Standards*

Design Criteria		Alaska Trails Standard: Bicycle Terra Trail Class 1	Alaska Trails Standard: Bicycle Terra Trail Class 5	Alaska Preconstruction Manual
Tread Width		6"-12" single lane 36" - 48" double lane	36"-60" single lane 72"-120" double lane	8 feet
Separation from Roadway		N/A	N/A	Min 5', 10' for year- round
Surface	Material	native, ungraded. May be continuously rough Sections of soft or unstable tread on grades <5% may be common	Imported Material, routine grading Uniform, firm, stable	2 inches of asphalt overlying 4 in crushed aggregate base on top of 2 ft selected material
	Obstacles	24"	None	N/A
Structures		18" minimum width	60" min width	varies
Clearance	Vertical	6'	8' - 9'	8 feet (undercrossings)
	Horizontal	24"-36"	72" - 96"	8 feet (undercrossings)
	Shoulders	0'-12'	8'-12'	
Grade	Target	5%-20%	2% - 5%	N/A
	Maximum	30% short pitch max 50% on downhill segments only	8% short pitch max for 0-5% of trail	5% or adjacent road grade *
Cross Slope	Target	5%-10%	2% - 3%	1% *
	Maximum	10%	5%	2% *
Design Turn Radius		2'-3'	8'-12'	Based on Design Speed *

\*from AASHTO Guide for the Development of Bicycle Facilities

## 4. Route Alternatives

### 4.1.Process

The geospatial data used for this analysis were collected from the Kenai Peninsula Borough's GIS online data portal, including contour lines, parcel boundaries, and basemap information. These datasets were integrated with the design criteria, which considered factors such as terrain grade, right-of-way constraints, public land availability, proximity to Diamond Creek, and connectivity to the existing Diamond Creek Recreation Site Trailhead. The proposed path was then generated using ArcGIS, evaluated with the design criteria, and adjusted accordingly where necessary. DOT&PF provided Civil 3D files from the Sterling Highway MP 157-169 Rehabilitation project with survey and the proposed highway design that was used to take a closer look at things within the DOT&PF ROW.

#### 4.2. Trail in DOT&PF ROW

At the September 18, 2024 meeting, DOT&PF stated that they prefer the trail be outside of their ROW except for trail crossings under the highway which should be more or less perpendicular to the roadway and ROW.

In addition to their stated preferences, as a practical matter, the ROW on Sterling Highway on both sides near the proposed trail underpass is constrained, making it difficult to construct a trail that would be within the DOT&PF ROW as well as meeting DOT&PF design standards. Keeping the trail within the ROW involves more than just being able to fit a trail and the proposed highway embankment within the ROW. Diamond Creek is at a low point in the highway with the proposed highway profile going down at a 6% grade on both sides of the creek and existing bluffs outside of the highway embankment. Portions of the trail within the DOT&PF ROW would be subject to ADA guidelines, these allow the trail profile to match but not exceed the 6% highway grade. The trail needs to be lowered in comparison to the highway to go under the highway. Since the trail cannot be steeper than the highway, this requires the proposed trail be longer than the adjacent highway. This length would typically be added with a loop in the trail alignment going down to the undercrossing, but there is not room for one within the ROW.

In addition to direct ROW constraints, the trail alignment will need to cross Diamond Creek at least once. Having this crossing within DOT&PF ROW would involve either a fish passage culvert or a bridge that meets DOT&PF standards, which would not work with the projects schedule or budget. However, the connecting trail has simple structures for stream crossings outside of DOT&PF ROW property and similar crossings could be used if creek crossings are outside of DOT&PF ROW.

In addition to ROW constraints, snow maintenance operations on the highway may render a trail within the ROW unusable at times when plows cast snow off the roadway. These factors have guided the corridor development which, except for the immediate undercrossing of Sterling Highway, has the trail traversing private and public lands. As such, the corridor allows other design criteria to be used instead of the more restrictive criteria required within DOT&PF ROW.

#### 4.3. Proposed Diamond Creek Trail Alignment

This route was developed using a comprehensive spatial analysis performed by assessing existing geographic information layers and incorporating design criteria as key parameters to shape the proposed path. This corridor and general alignment are depicted in Figure 1 on page 5. Figure 2 on page 5 shows the trail profile and grades. Additionally, the conceptual path was designed to limit disturbances to private properties wherever possible.

A primary objective of the design was to minimize areas with grades exceeding 5% to enhance accessibility and safety. There are two bluffs where this will not be practical. For Bluff 1 (north of Diamond Creek) we recommend constructing this segment of trail as a single lane Class 1 trail. For Bluff 2 a series of switchbacks on a Class 5 trail with a 5% profile grade is feasible without adding significant earthwork to the project, alternatively this section could be constructed as a Class 1 trail with less switch backs to reduce project cost. Bluff profiles are included in attachment B.

The trail undercrossing of Sterling Highway can be on the north or south side of the proposed Diamond Creek culvert. Crossing north of the culvert would require an easement from a private property with multiple owners. Crossing south of the creek can eliminate this property impact but requires a short section of trail parallel to the highway to avoid impacting this property. The following figures and discussion are based the trail crossing south of the proposed creek culvert. Attachment C shows both crossings overlaid on the highway design plans.



The proposed alignment for a trail connection located outside of DOT&PF ROW would connect the Green Timbers Trailhead with the Diamond Creek State Recreation Site via City of Homer, Borough, Department of Natural Resources, and private properties as seen in Figure 1 below. The trail would meet DOT ROW near the proposed fish passage and connect to the west side of Sterling Highway via a pedestrian underpass. This assumes trail easements in private property can be achieved

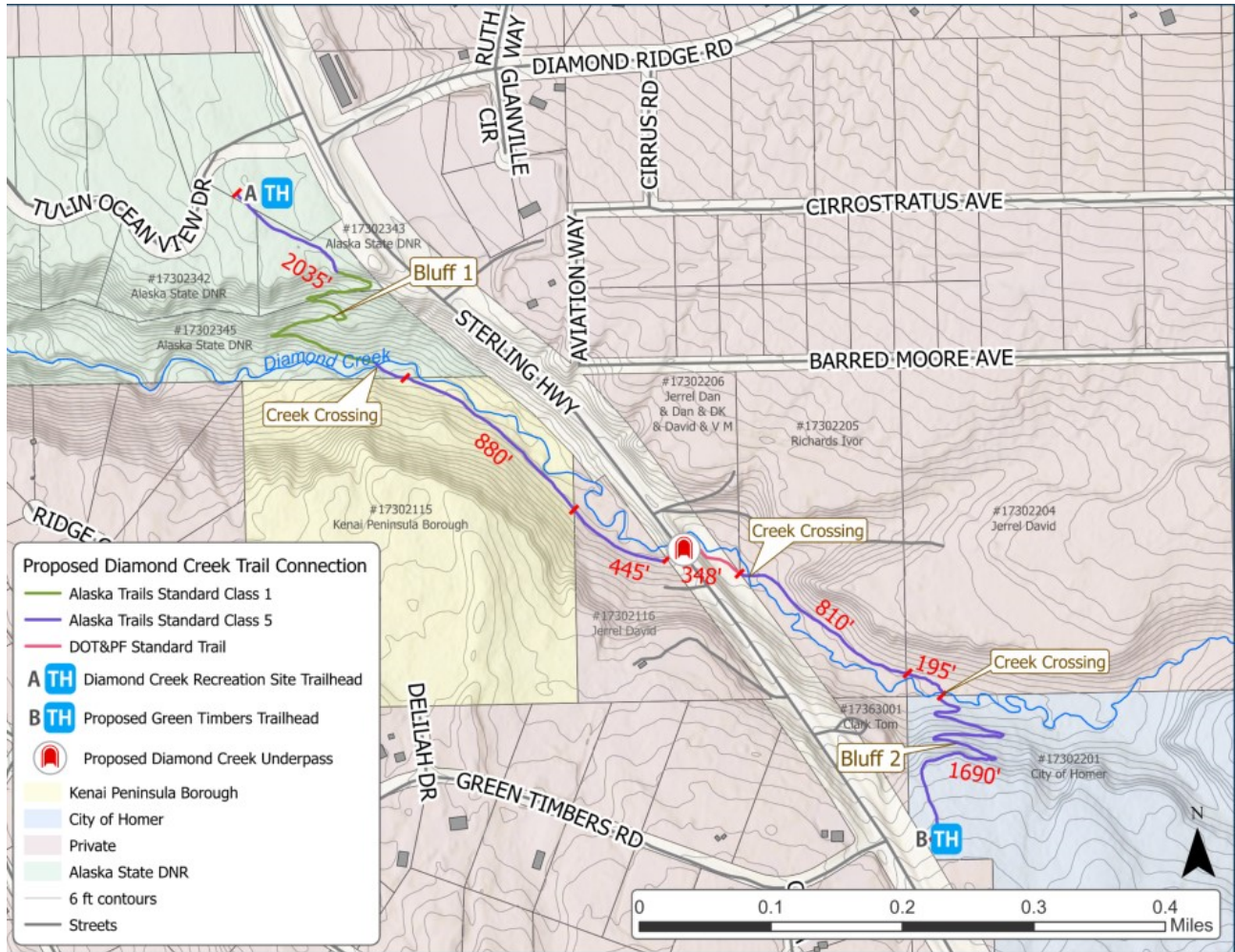


Figure 1: Proposed Diamond Creek Trail Alignment

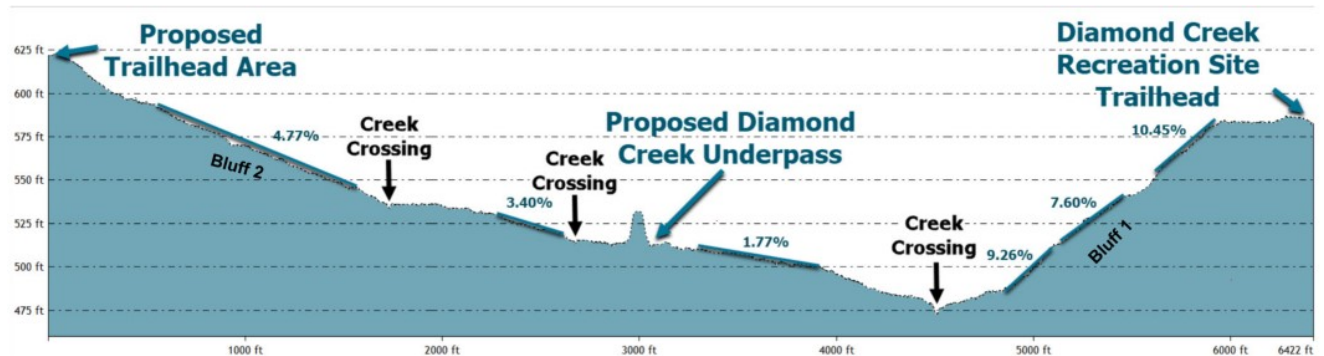


Figure 2: Proposed Diamond Creek Profile

### Properties Impacted

The proposed conceptual trail impacts several properties. Each property ownership type, trail length, and design criteria used can be seen in Table 2 below.

*Table 2: Property Ownership and Trail Type*

<b>Ownership</b>	<b>Length of Class 1 Trail (feet)</b>	<b>Length of Class 5 Trail (feet)</b>	<b>Length of DOT&amp;PF Standard Trail (feet)</b>	<b>Total Length of Trail in Property (feet)</b>
Alaska State DNR	1,370	665		2,035
Kenai Peninsula Borough		880		880
Private		445		445
AK DOT&PF			348	348
Private		810		810
Private		195		195
City of Homer		1690		1,690
Total Lengths	1,370	2,695	348	6,403

Private property owners will need to be contacted to acquire trail easements through their properties. In addition to the properties listed above, the trail will cross a 20-foot Homer Electric Association for their overhead lines.

### 5. Attachments:

Attachment A Typical Sections

Attachment B Bluff Profiles

Attachment C Crossing Overlay



PLANS PREPARED BY: KINNEY ENGINEERING, LLC 3909 ARCTIC BLVD. SUITE 400 ANCHORAGE, AK 99503 : COA# AECL 1102 : PROJECT LOCATION: HOMER, AK

DRAFTING LOCATION

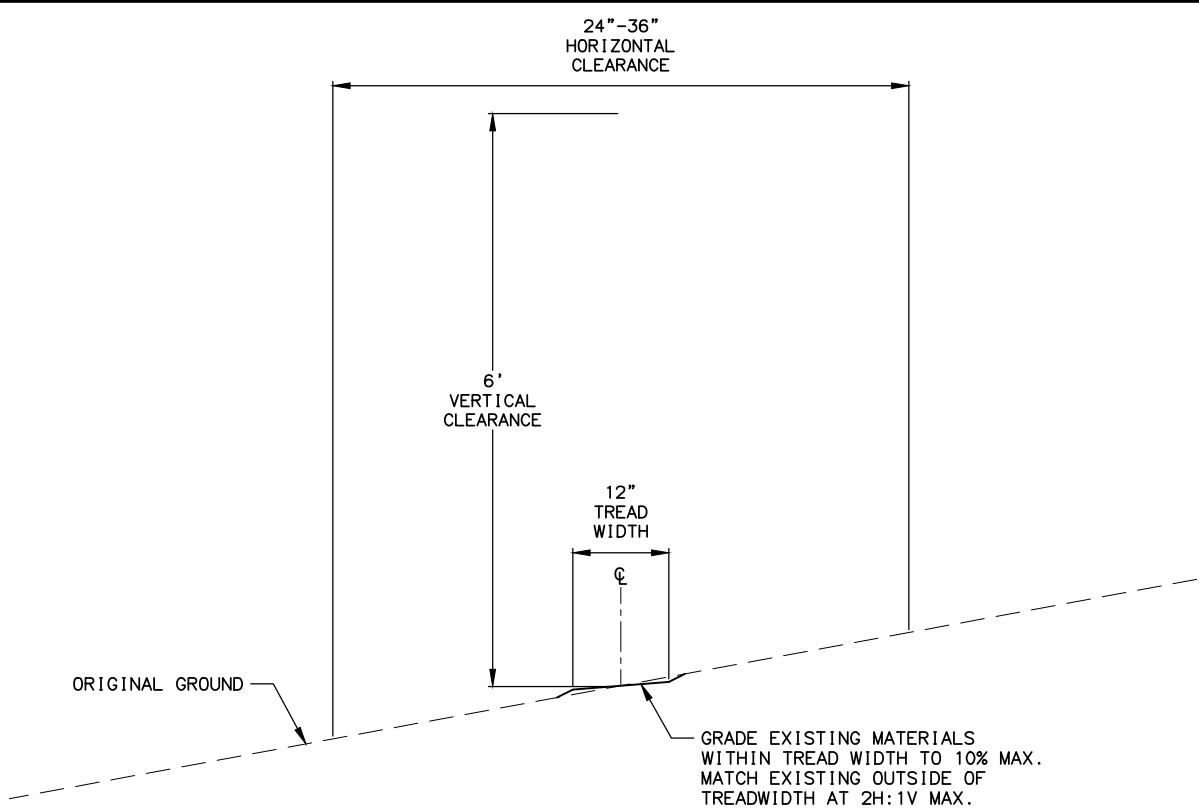
DRAFTED BY: BILL PADDOCK

SCALE

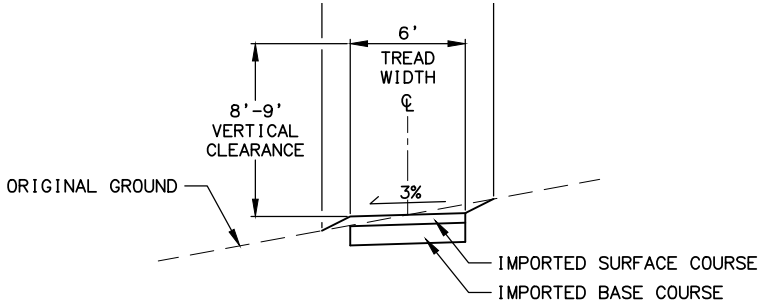
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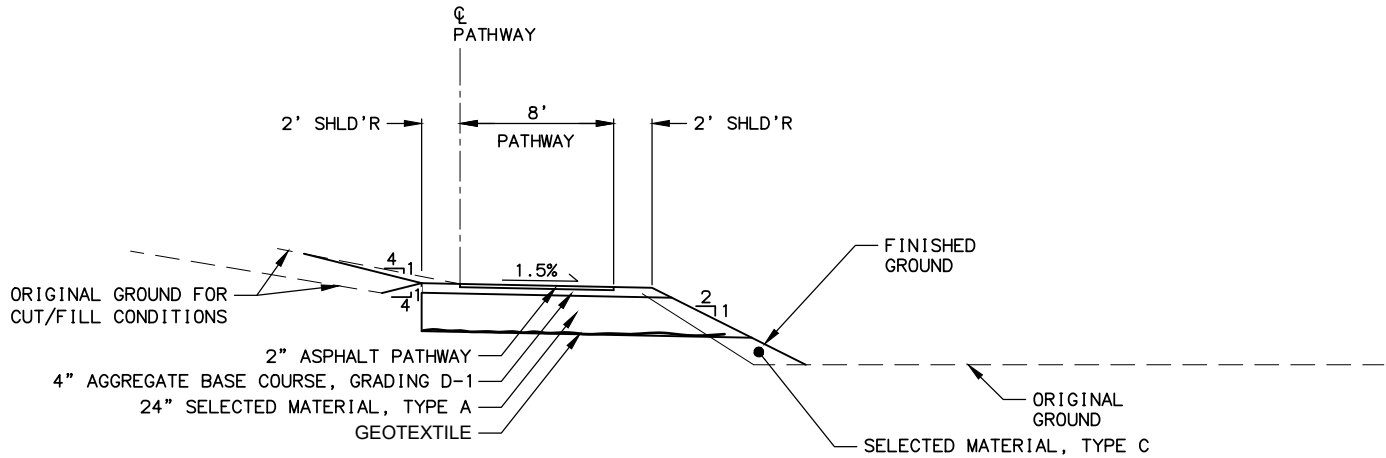
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ALASKA TRAILS STANDARD CLASS 1

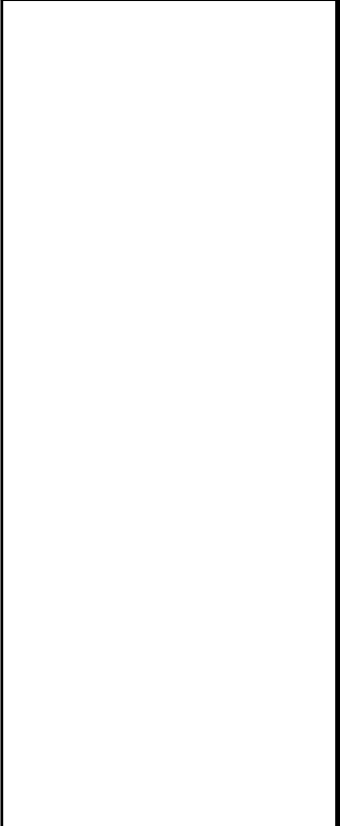


ALASKA TRAILS STANDARD CLASS 5



DOT&PF STANDARD TRAIL

SHEET NO.		TOTAL SHEETS
B1		B2
ADDENDUM NO.		
ATTACHMENT NO.		
REVISIONS		
NO.	DATE	DESCRIPTION



PLANS DEVELOPED BY:  
KINNEY ENGINEERING, LLC  
FOR  
CITY OF HOMER, ALASKA  
PUBLIC WORKS DEPARTMENT

PHONE: (907) 235-3170  
FAX: (907) 235-3145



CITY OF HOMER  
DIAMOND CREEK TRAIL &  
UNDERPASS STUDY

TYPICAL SECTIONS

PLANS PREPARED BY: KINNEY ENGINEERING, LLC 3909 ARCTIC BLVD. SUITE 400 ANCHORAGE, AK 99503 : COA# AECL 1102 : PROJECT LOCATION: HOMER, AK

DRAFTED BY: BILL PADDOCK

SCALE

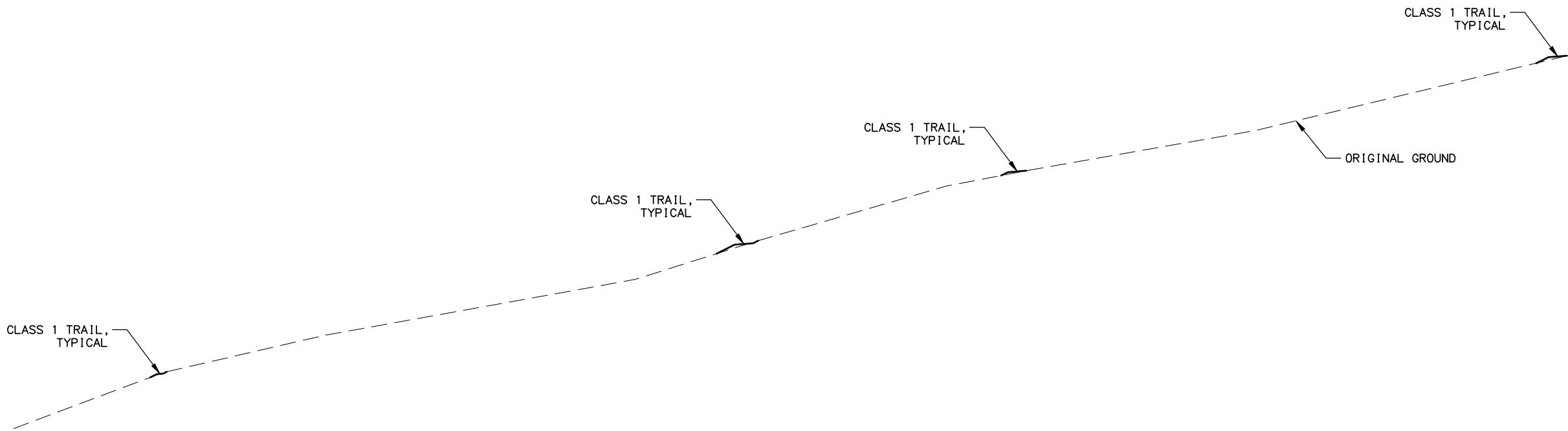
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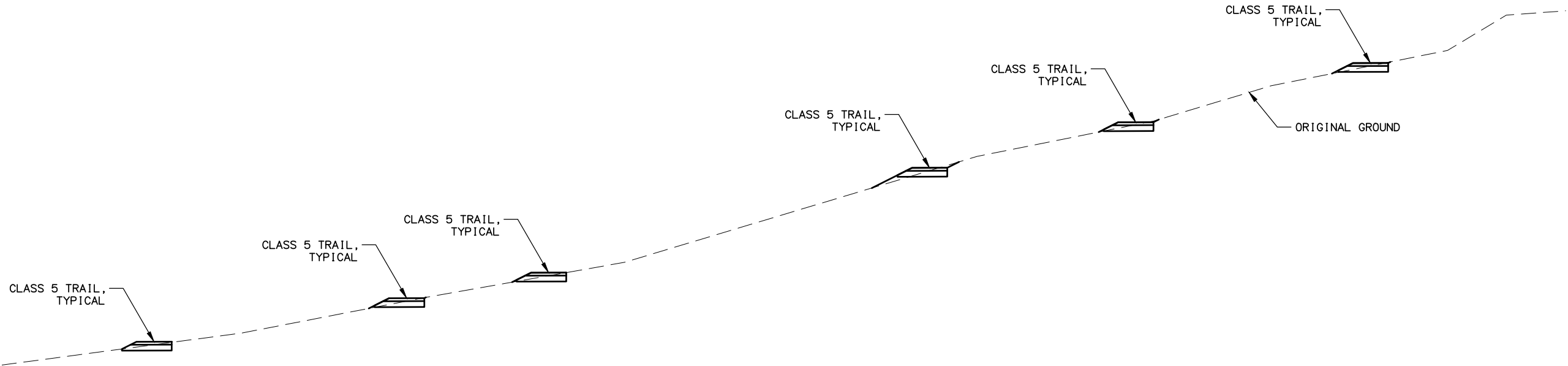
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DRAWING LOCATION

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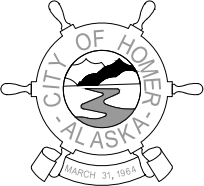
BLUFF 1 SWITCHBACK PROFILE



BLUFF 2 SWITCHBACK PROFILE

SHEET NO.		TOTAL SHEETS	
B2		B2	
ADDENDUM NO.			
ATTACHMENT NO.			
REVISIONS			
NO.	DATE	DESCRIPTION	

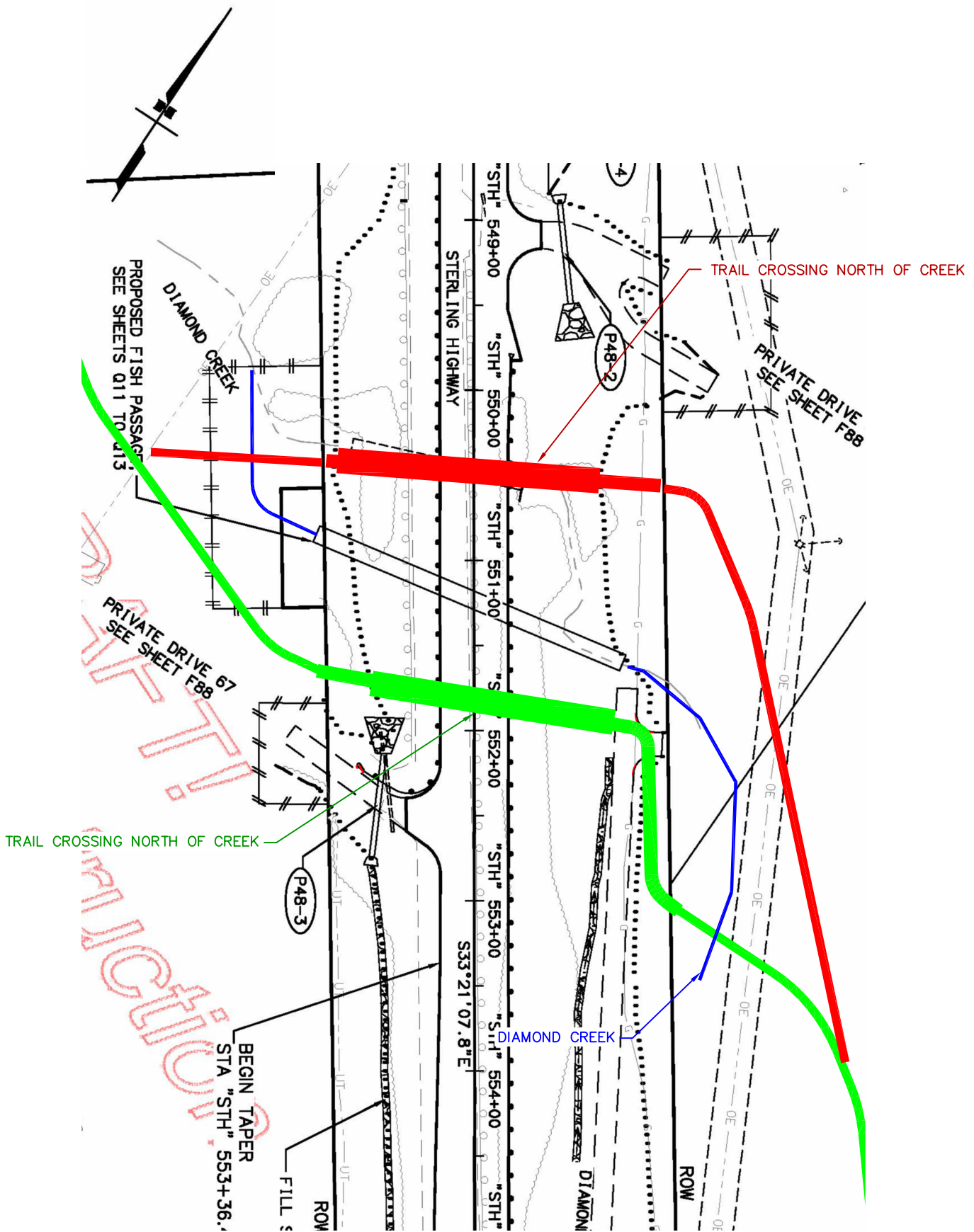
PLANS DEVELOPED BY:  
KINNEY ENGINEERING, LLC  
FOR  
CITY OF HOMER, ALASKA  
PUBLIC WORKS DEPARTMENT



PHONE: (907) 235-3170  
FAX: (907) 235-3145

CITY OF HOMER  
DIAMOND CREEK TRAIL &  
UNDERPASS STUDY

TYPICAL SECTIONS



ATTACHMENT C:  
CROSSING OVERLAY



# Diamond Creek Recreation Area

## Concept Trail Plan





## Purpose

The Diamond Creek Recreation Area (DCRA), located on land managed by the City of Homer, Alaska, is a popular and well-used trail recreation area in winter. The low-lying, treeless bogs provide an easy path for groomers and skiers alike to traverse the Baycrest Ski Trails without damage to the vegetation or wildlife. In summer, however, these trails cannot support any kind of recreation.



The Diamond Creek Recreation Area Multi-Resource Management Plan, adopted by the City of Homer in 2013, outlines two Recreational Objectives.

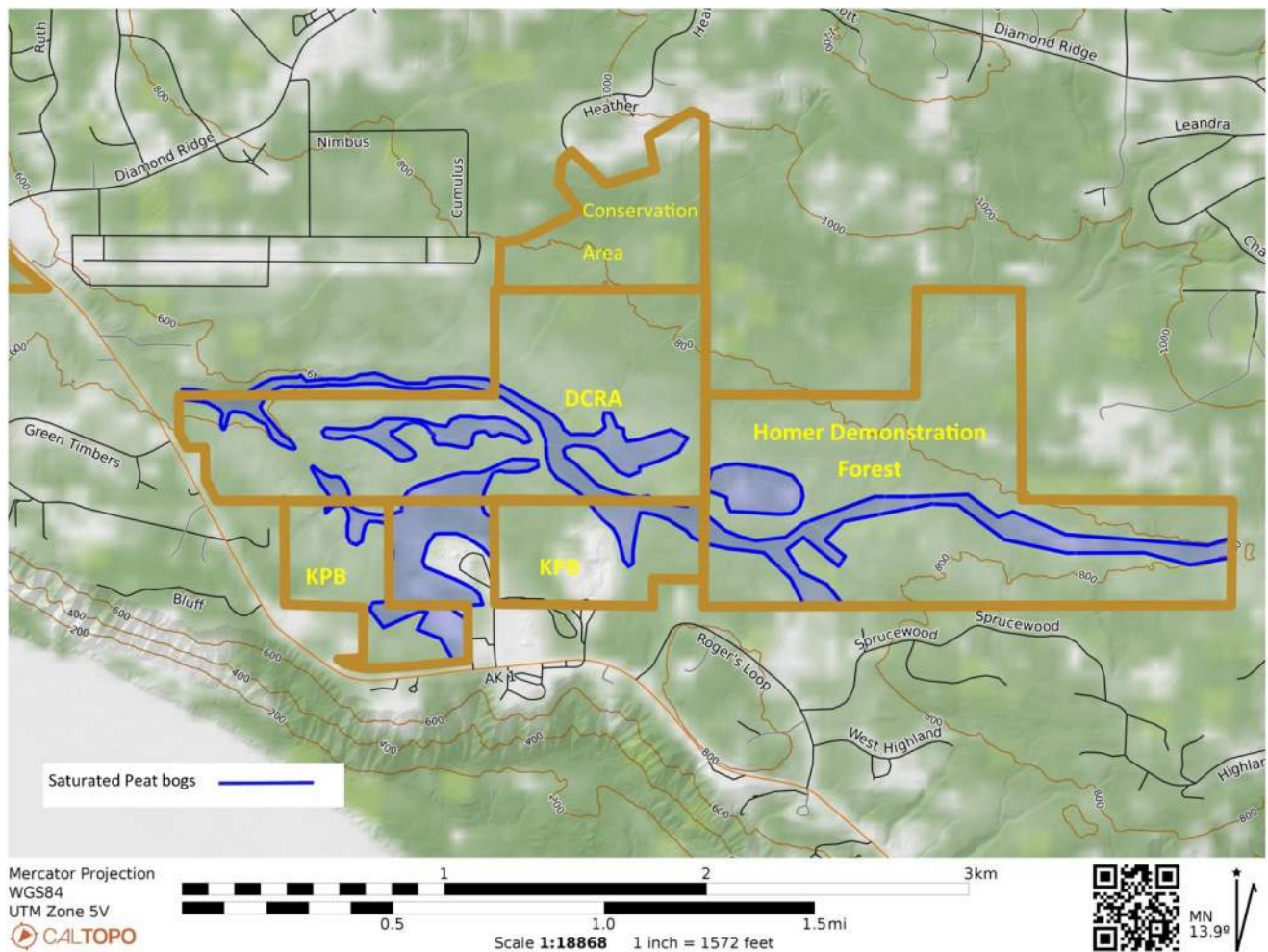
***Recreational Objective 1: Improve controlled, non-motorized recreational access to the DCRA.*** The Plan outlines specific ideas for parking lots and a pedestrian underpass across the Sterling Highway to connect the DCRA to the Diamond Creek State Recreation Site.

***Recreational Objective 2: Construct summer-use trails within the DCRA.*** Specifically, trail loops and connectors in the upland “forest islands” and across the Sterling Highway via an underpass, hardened to create sustainable use by non-motorized recreationists.

This Concept Trail Plan provides a preliminary plan to achieve these objectives. Field work was conducted in October 2024 by Jon Underwood of Happy Trails, Inc. and Billy Day and Sandra Cronland of the Homer Trails Alliance. The concept routes were explored, collecting GPS information and making notes of soil conditions and water and wetland crossings. Work was limited to route-finding, with limited amounts of measurement. No trail lines were flagged or specified. The technical work of engineering, layout and flagging for construction remains to be done. *This preliminary plan represents a 15% design and should not be used for planning construction or soliciting bids.*

## Soils

To understand what soil quality means for trails, we can divide trails into two categories: natural surface or hardened trails. Natural surface trails are composed of the dirt, gravel or rock found on the trail, which is the preferred surface for most trails. Some soils cannot withstand the wear and tear of any kind of sustained traffic, so they must be fortified by gravel, geofabric, grid, or boardwalk.



According to the National Resources Conservation Service, the dominant soil types in the DCRA are Spenard peat and Starichkoff peat. Any kind of peat retains water and drains poorly- utterly insufficient for a trail tread surface. The map above delineates areas of saturated peat soil in DCRA and surrounding public areas. This soil is so unstable, only moss and grass can grow there. (See photo example on left). Simply walking across it causes noticeable surface movement.

Saturated peat cannot support a heavy gravel structure without collapsing or being displaced. So much gravel is required to create a durable tread surface that the trail disrupts water flow and alters natural vegetation. We recommend boardwalk in these areas to preserve the natural soil and ecosystem.





The other type of soil found in DCRA is wet silt (see photo on left). This soil must be hardened with gravel, or a combination of gravel, geofabric, or grid to withstand non-motorized trail traffic.

Gravel construction on trails entails difficult logistics. It must be hauled from the pit and then hauled out on the trail. If hauled by a machine, the trail must be constructed at every point to withstand the ground pressure of the loaded machine. This typically increases the amount of gravel that must be hauled. To haul more in a load, a stronger, wider trail bed must be built. So the amount that can be hauled in one trip is limited by the fact that you want a small, narrow trail in most cases. At some point it can become economically more feasible to haul gravel in super-sacks with a helicopter.

Both gravel and boardwalk construction methods are

costly, but boardwalk is much more costly. For this reason, the trails should remain in the “tree island” areas and only cross the peat soils when necessary and in the shortest possible distance. Please note that the map only depicts the most obvious areas based on aerial photographs. Our recon team observed several areas within the “tree islands” that featured standing water and may not be suitable for gravel construction. Better routes may be discovered in later design iterations.

### **Proposed All-Season Trails**

There are some clear routes to connect existing trails and trailheads to the proposed underpass crossing the Sterling Highway. Adding a few connectors between these trails will create loops, which are always

preferred by trail users. These trails are conceived and specified to conform to Alaska State Parks Pedestrian Trail Class 5. *See Appendix II.*

## Construction Phases

**Phase I:** Connect Baycrest ski trails to proposed Green Timbers trailhead. Construct GT Trailhead. A trail similar in concept to the one proposed in the Kinney Engineering memorandum would connect to the underpass and Diamond Creek State Recreation Site.

**Phase II:** Construct trail to connect Green Timbers trail and Baycrest Ski Trails to KPB trailhead; construct KPB trailhead.

**Phase III:** Construct trail to complete Loop A and connect to Rogers trailhead.

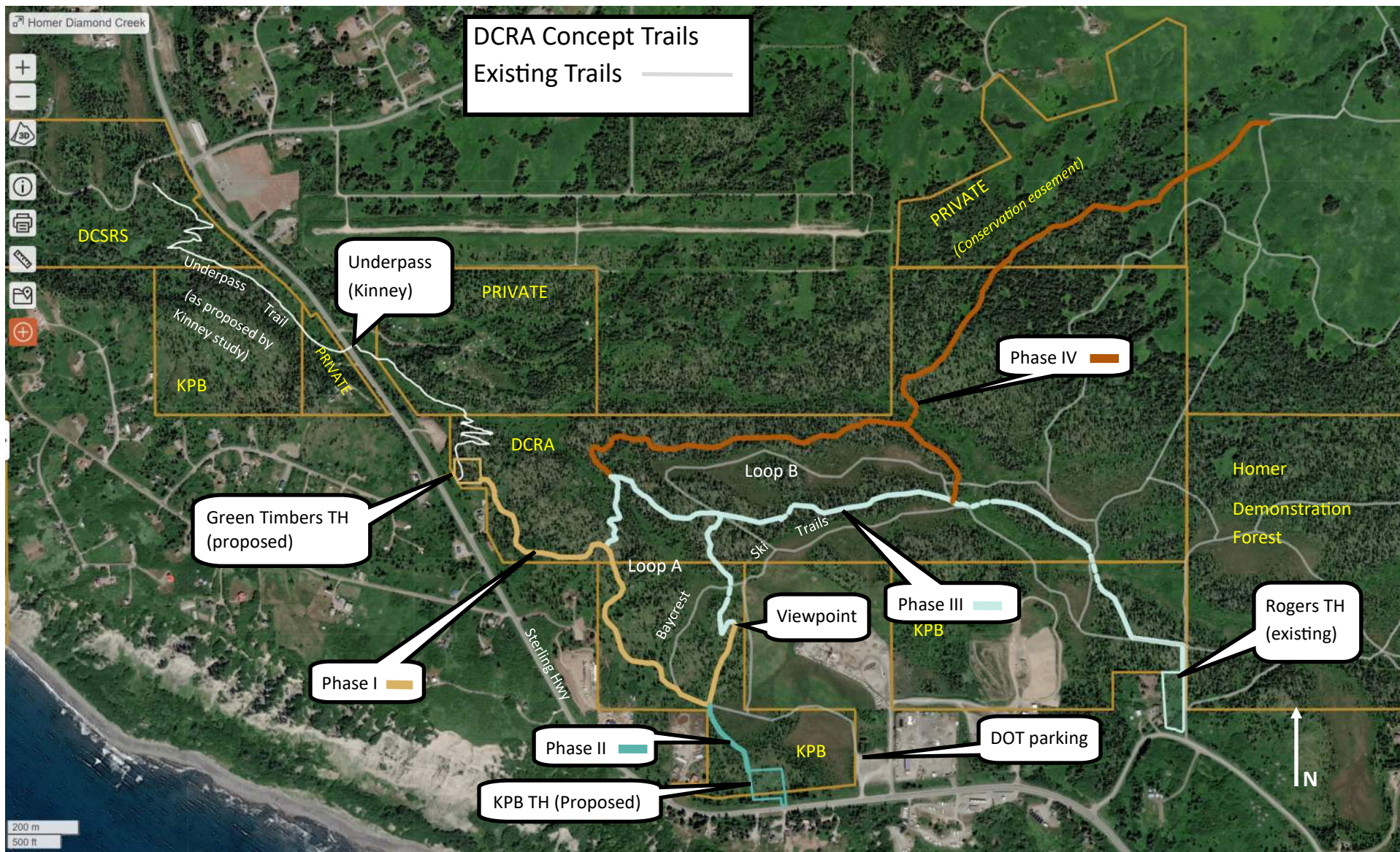
**Phase IV:** Construct trail to complete Loop B and Homestead Connector.

## Trail Inventory (Concept Trails Only)

Boardwalk and bridges are treated as the same for this level of planning, since they are proposed to have almost identical construction and load capacity.

Name	Length, ft	Gravel, ft	Boardwalk, ft	Width, in.	Clearing ft
Phase I, Green Timbers to Viewpoint, GT TH	4470	4470	0	72	10
Phase II, KPB connector, KPB TH	709	709	0	72	10
Phase III, GT/KPB to Rogers	8504	7489	1015	72	10
Phase IV, Homestead Connector	8999	8849	150	72	10
Underpass Trail	6392				





## Trailheads and Parking

**Rogers Trailhead** is one of the most heavily used trailheads for the winter trail system, and also provides access to recently upgraded boardwalk trails in the HDF. An area was cleared in 2024 for parking.

**KPB and Green Timbers Trailheads** are proposed and conceptual only. See Construction and Costs-Phase I below for more information.

**AK DOT/PF parking area.** The AK DOT/PF owns property that provides access to a portion of the trail system and has been used for parking in the past. However, this area is currently occupied by an asphalt plant and associated piles of gravel to support Homer's Airport Project and has not been available for parking. The AK DOT/PF will likely use this area for construction support of the Sterling Highway projects that are planned in the near future. Thus, this area is not reliably available for parking.

### DOT vs KPB parking

In the past the DOT parking lot has provided convenient, free parking for winter trail users of the Baycrest Ski Trails. However, if a boardwalk is constructed across the saturated peat soils directly west of the DOT lot (see map below), it will cost \$8-900,000, much more than simply constructing a parking lot on KPB land. Moreover, the trail system will gain a convenient year-round parking area not shared with DOT. Negotiation with KPB will be required to obtain permission.

Phase I: Green Timbers to Baycrest Ski Trails

Phase I: Connect Baycrest ski trails to proposed Green Timbers trailhead. Construct GT Trailhead. A trail similar in concept to the one proposed in the Kinney Engineering memorandum would connect to the underpass and Diamond Creek State Recreation Site.

Winter construction

Money, time and the natural environment may be saved by hauling materials and completing construction of these trails in winter. The open bog areas that are a barrier in summer become clear, smooth access paths when frozen and covered with snow.

Estimated Costs Phase I

Trails

Clearing and stumping, 4470 ft @\$6 per foot	\$26820
Layout, measurement, specs, permitting	\$25000
Gravel, 12" pit run 8' wide, 2:1 fill slopes, 4470 ft @\$13 per foot	\$58110
Gravel, 6" type II, 6' wide, 4470 ft @ \$7.13 per foot	\$31871
TOTAL Trail	\$141801

Green Timbers Parking lot

Clearing & Grubbing	\$5000
2400 cu. yds. Classified Fill X \$35 / yd.	\$84000
660 cu. yds. Type IIA X \$55 / yd	\$36000
1350 sq. yds. geotextile fabric X \$1.00 / sq. yd	\$1350
TOTAL parking lot	\$126350

TOTAL Phase I \$268151

Costs based on estimates from local contractors and proposals from boardwalk component suppliers supplied by Homer Trails Alliance, and calculations by Happy Trails Inc. Calculations include October 2024 prevailing wage rates as published by the State of Alaska.

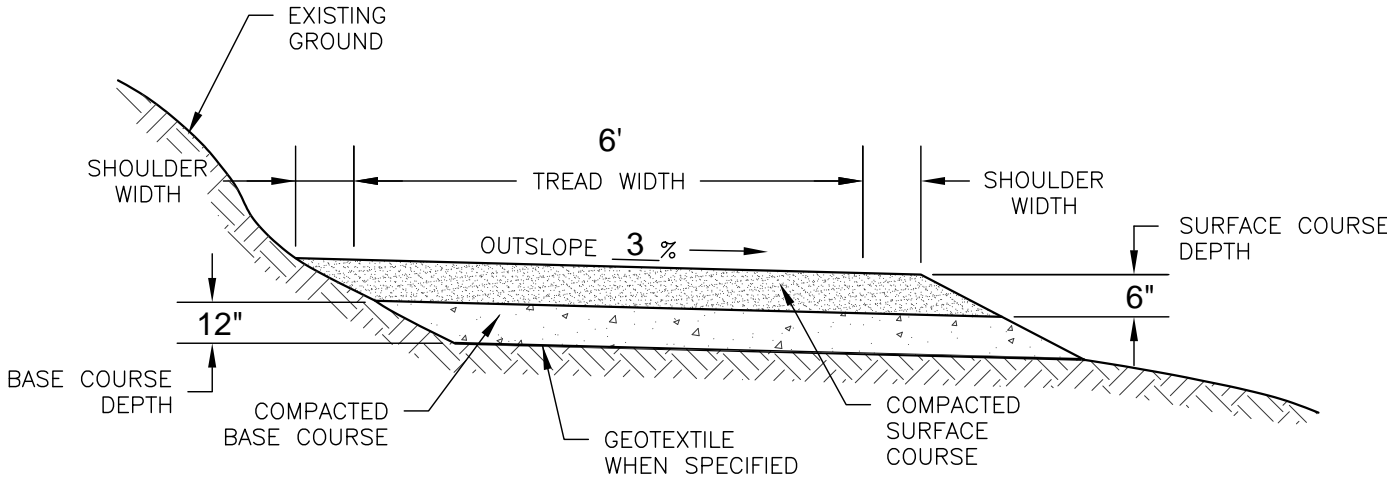
Gravel Hardening

12" of pit run gravel or 3" or higher graded cobble as a base, topped by 6" of D-1 or E-1 for a smooth top surface. See diagram.

SURFACING SECTIONS

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH		GEOTEXTILE TYPE	BASE COURSE		SURFACE COURSE		COMMENTS
			UPHILL	DOWNHILL		TYPE	DEPTH	TYPE	DEPTH	
		6'				Pit Run	12"	D-1	6"	Compacted, 2:1 fill slopes

N/A WHEN NOT APPLICABLE



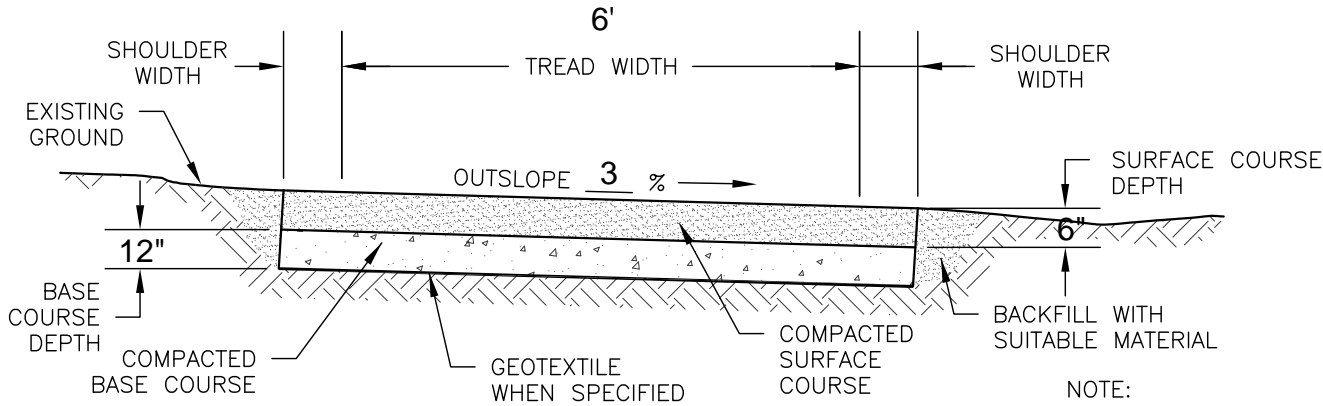
A OUTSLOPED SECTION

BASE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRUN		
B2	D-1		
B3			

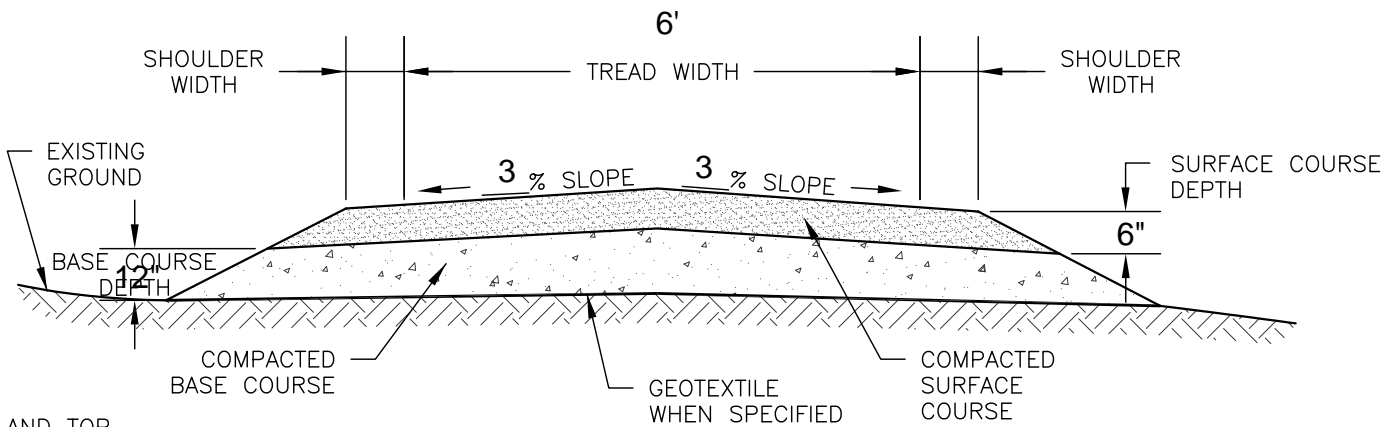
SURFACE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITRUN		
S2	D-1		
S3			
S4			
S5			



B EXCAVATED SECTION

- NOTE:
1. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
  2. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.



C RAISED SECTION

NOT TO SCALE

DCRA Concept Trail Plan

PROJECT NAME & LOCATION

DCRA Trails, Homer, Alaska

Page 232 of 17

DRAWING NAME

Typical Gravel Surfacing

SECTION

TYPICAL ID

REVISION DATE

11/20/2024

NO SCALE

DRAWING NO.

SHEET

February 2025 OF





Mirror Lake Trails, Chugiak



Mirror Lake Trails, Chugiak



Shoup Bay Trail, Valdez



Riverwalk Park, Delta Jct.

## Typical gravel surfacing projects in Alaska



## Boardwalk

Trail sections across saturated peat soils should be constructed as boardwalks. These boardwalks would be constructed by drilling helical piles into the soil to a sufficient depth that they encounter firm soil. The piles are cross-braced and a frame attached to support Fiber Reinforced Polymer (FRP) decking. This boardwalk construction technique provides a long-lasting structure with minimal disturbance of fragile soils and vegetation.

Foundation: 3" diameter helical piles, cross-braced. Helical piles can be driven in winter.

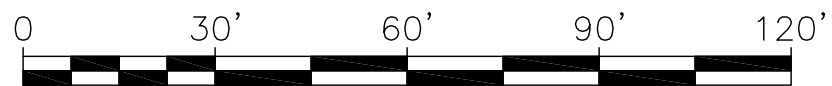
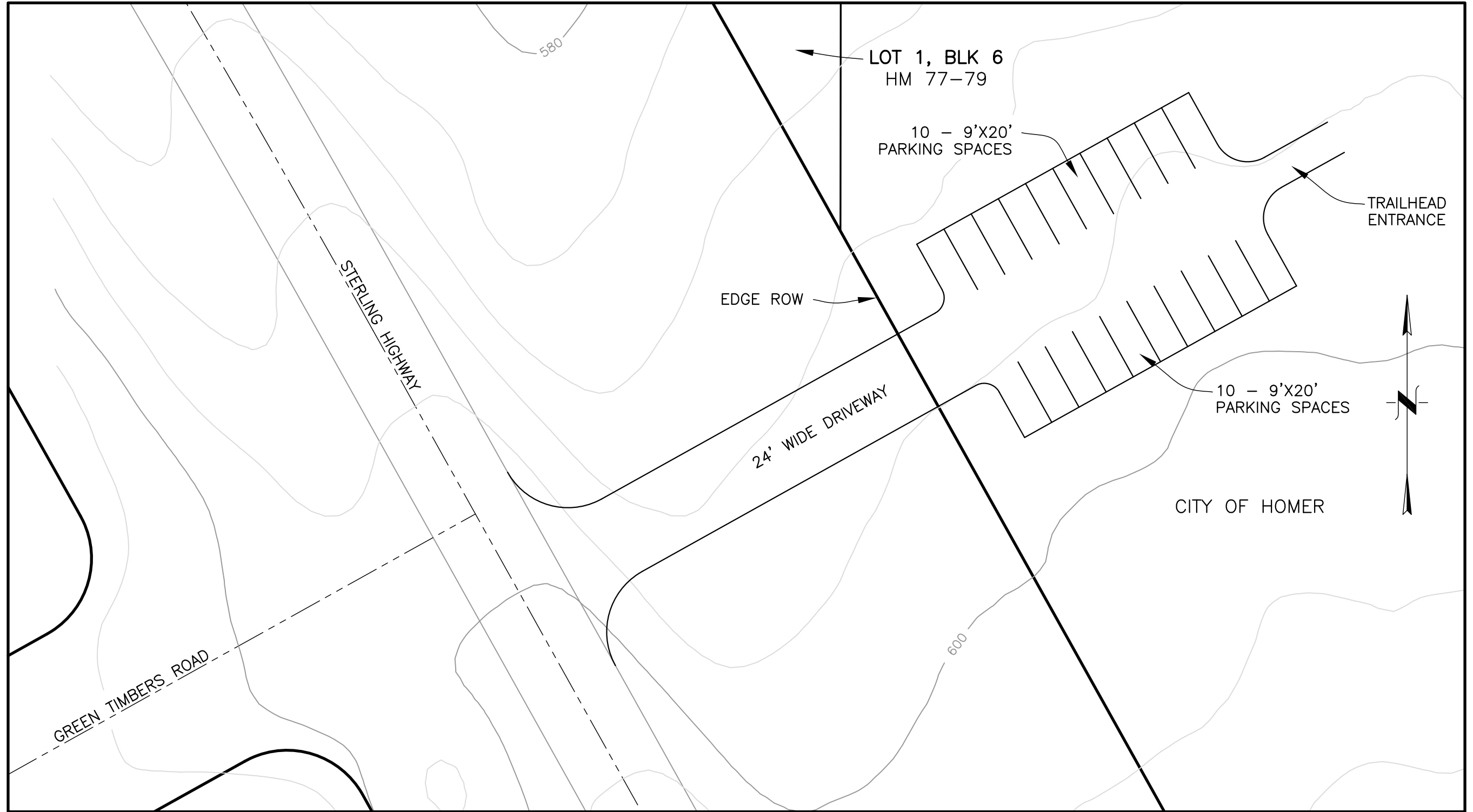
Structure: FRP (Fiber Reinforced Polymer) girders and decking. See photo below.

This method of construction yields a structure that is very long-lasting- up to 100 years as opposed to typical wood-decked trail boardwalk built on wooden sills laid into swampy ground, which last 10-20 years.

### Boardwalk built with FRP structure and deck



*Union Valley Reservoir Boardwalk, El Dorado National Forest, California*



GRAPHIC SCALE

JANUARY 2023

REVISION NO.	DATE	REVISION DESCRIPTION

HOMER TRAILS ALLIANCE  
PO BOX 2215  
HOMER, ALASKA 99603  
[www.homertrailsalliance.org](http://www.homertrailsalliance.org)

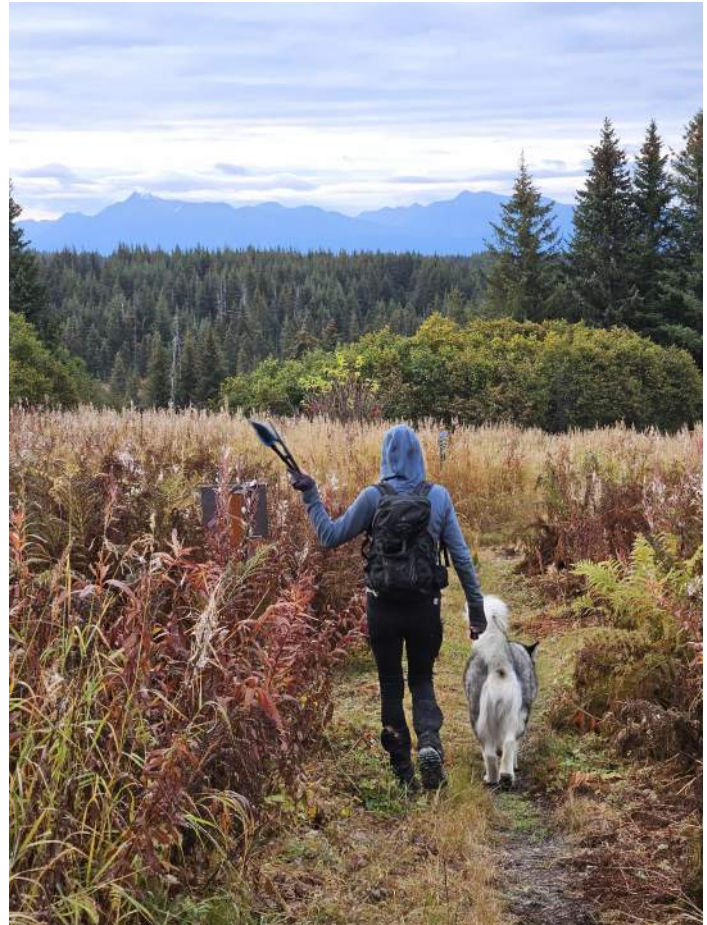
GREEN TIMBERS TRAILHEAD  
PROPOSED OFF-ROAD PARKING  
AND DRIVEWAY ACCESS  
CITY OF HOMER, ALASKA

SHEET NO.  
2 OF 3





Boardwalk near Rogers Trailhead



Homestead Trail NE of DCRA



Muktuk Marston Trail, Chugach State Park



## **Acknowledgements and Thanks**

*Diamond Creek Recreation Area Multi-Resource Management Plan*, May 2013, Homer Soil & Water Conservation District. Officially adopted by the City of Homer in May 2013.

**Billy Day and Sandra Cronland, Homer Trails Alliance** for their warm hospitality and passion for trails. Billy supplied most of the construction cost estimates based on quotes from local contractors.

**Jan Keiser, Kinney Engineering**, for her skill at bringing ideas and people together.

## Appendix I

### Nine Elements of a Sustainable trail

A **Sustainable Trail** is a trail that conforms to its terrain and environment, is capable of handling its intended use without serious resource degradation, requires minimal maintenance, and focuses on maximizing the user's experience.

New trail construction projects should strive to meet all nine elements. For existing/social trails, these elements can be used as a template for identifying problems, and prescribing or implementing improvements.

- 1. Planned & Designed:** Guided by design documents & specifications; public comment; EA/EIS and other permitting; field recon; and professional design & layout.
- 2. Contour Curvilinear Alignment:** Layout for sidehill construction following topography. Avoids straight lines, matches the curves of existing topography. Enables full bench construction, which promotes sheet flow drainage. Avoids the fall line. Conforms to, not imposed on, terrain.
- 3. Controlled Grade:** Grade choices designed and deliberate, not just responding to terrain as encountered. Follows “half-rule” regarding side-slope: trail grade generally not more than half the steepness of side-slope it crosses (Eg: on a measured slope of 20%, a traversing trail should not be steeper than 10%). In Alaska, because of poor soils and often unpredictable hydrology, we have found a “one-third rule” to be a more reliable predictor of sustainability.
- 4. Integrated Water Control:** Drainage designed and constructed into initial alignment (via grade reversals). Reduces dependence on drainage structures, which can fail. Post-construction drainage incorporates rolling grade dips, topo-mods, etc. All tread is either out-sloped (toward drainage point) or crowned (on flat ground). Avoids reliance on culverts and “waterbar” style drains.
- 5. Full Bench Construction:** 100% of tread surface excavated from sloping terrain to native undisturbed ground. Avoids  $\frac{3}{4}$  to  $\frac{1}{2}$  bench, with trail tread on cut & fill sections.
- 6. Durable Tread Surface:** When bench cut isn't possible because of low side-slopes, or soils are fragile, use other trail hardening methods. On-site material, imported material, structures, geo-textiles, etc. Implement the simplest solution first. Always begin with drainage structures before tread structures.
- 7. Regular Maintenance:** Even the most sustainable trail needs maintenance. This should be accounted for in trail planning and funding.

**8. Integrates Well into the Environment:** Trail does not destroy the feel, aesthetics or ecological integrity of the surrounding environment. Rather, the trail enhances natural features & draws users into surroundings. Trail is an interpreter of landscape.

**9. Satisfies the Intended User:** If a user's needs are not met, they won't use the trail or they'll use it in a way that degrades it. A good trail makes a user happy!

A trail that incorporates the nine Sustainable Elements has a dramatic reduction in life-cycle maintenance costs when compared to an unplanned, undesigned trail, which more than compensates for a higher initial cost. Additionally, a sustainable trail offers significantly improved public safety and transportation alternatives, higher user-satisfaction, more stringent resource protection, better environmental aesthetics, and increased adjacent property values.

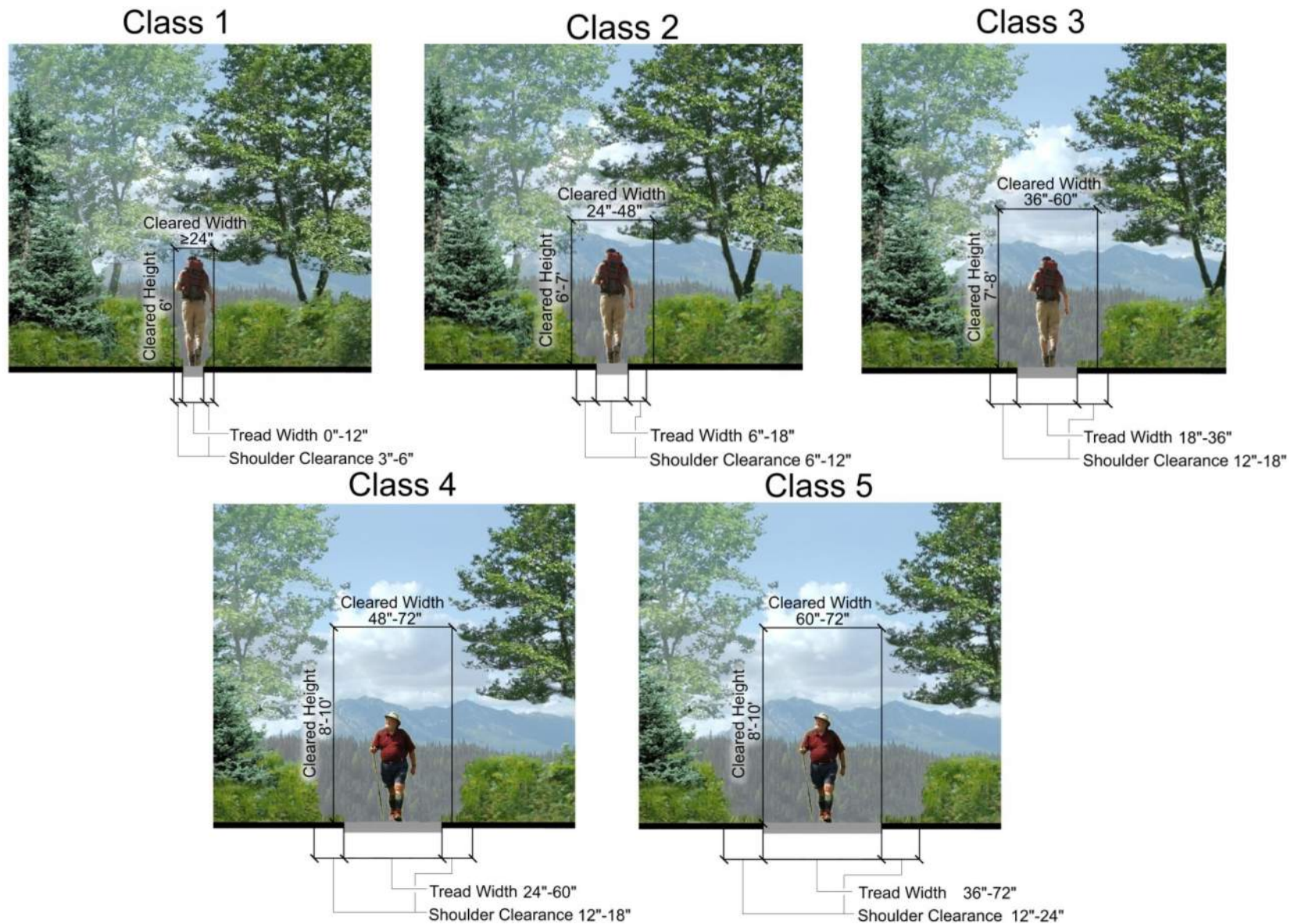
*Adapted from IMBA guidelines by Interior Trails LLC and Happy Trails Inc.*

## Appendix II Trail Design Parameters

**Table 3.1 - Hiker / Pedestrian Terra Trail Design Parameters**

Trail Class 5 Recommended for DCRA

Designed Use Hiker/Pedestrian: Terra Trail		Trail Class 1	Trail Class 2	Trail Class 3	Trail Class 4	Trail Class 5
Design Tread Width	Single Lane	0" – 12"	6" – 18"	18" – 36"	24" – 60"	36" – 72"
	Double Lane	36"	36"	36" – 60"	48" – 72"	72" – 120"
	Structures (Minimum Width)	18"	18"	18"	36"	36"
Design Surface	Type	Native, ungraded  May be continuously rough	Native, limited grading  May be continuously rough	Native, with some on-site borrow or imported material where needed for stabilization and occasional grading  Intermittently rough	Native with improved sections of borrow or imported material, and routine grading  Minor roughness	Likely imported material, and routine grading  Uniform, firm, and stable
	Protrusions	≤ 24"  Likely common and continuous	≤ 6"  May be common and continuous	≤ 3"  May be common, not continuous	≤ 3"  Uncommon, not continuous	No protrusions
	Obstacles (Maximum Height)	24"	14"	10"	8"	No obstacles
Design Grade	Target Grade	5% – 25%	5% – 18%	3% – 12%	2% – 10%	2% – 5%
	Short Pitch Maximum	40%	35%	25%	15%	5% – 12%
	Maximum Pitch Density	20% – 40% of trail	20% – 30% of trail	10% – 20% of trail	5% – 20% of trail	0% – 5% of trail
Design Cross Slope	Target Cross Slope	Natural side slope	5% – 20%	5% – 10%	3% – 7%	2% – 3% (or crowned)
	Maximum Cross Slope	Natural side slope	25%	15%	10%	3%
Design Clearing	Height	6'	6' – 7'	7' – 8'	8' – 10'	8' – 10'
	Width	≥ 24"  Some vegetation may encroach into clearing area	24" – 48"  Some light vegetation may encroach into clearing area	36" – 60"	48" – 72"	60" – 72"
	Shoulder Clearance	3" – 6"	6" – 12"	12" – 18"	12" – 18"	12" – 24"



**Figure 3.1 - Hiker / Pedestrian Terra Trail Design Parameters**

**CITY OF HOMER  
HOMER, ALASKA**

Aderhold/Parsons

**RESOLUTION 25-041**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA REQUESTING, IN THE INTEREST OF PEDESTRIAN SAFETY, THAT THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES MODIFY ITS CURRENT DESIGN FOR RECONSTRUCTION OF THAT PORTION OF THE STERLING HIGHWAY CROSSING THE DIAMOND CREEK DRAINAGE TO INCLUDE A PEDESTRIAN UNDERPASS AND MULTI-USE PATHWAY.

WHEREAS, The City of Homer accepted ownership of the Diamond Creek Recreation Area (DCRA) in 2007 and the Homer Soil & Water Conservation District prepared a Multi-Resource Management Plan for the DCRA which was subsequently adopted by the City of Homer in May of 2013; and

WHEREAS, The DCRA management plan sets forth recreational objectives, including the development of additional recreational trails and access trail heads, including a parking area at the western most edge of the DCRA located at approximately Milepost 168.0 of the Sterling Highway; and

WHEREAS, There are existing trails and trail head parking areas on the north side of Diamond Creek located west of the Sterling Highway within the Alaska State Parks Diamond Creek State Recreation Site (DCSRS) that are heavily used by hikers and bicyclists; and

WHEREAS, There exists an extensive recreational trail system within the DCRA and adjacent Department of Natural Resources (DNR) owned Homer Demonstration Forest (HDF) that is heavily used for skiing in the winter and hiking during the summer; and

WHEREAS, The DCRA provides a critical link between these parcels, complementing in essential ways the watershed functions they provide, and the public uses they support; and

WHEREAS, The Alaska Department of Transportation and Public Facilities (AKDOT/PF), over the course of the next several years, will be reconstructing the Sterling Highway from Milepost 157 to 169, Anchor Point to Baycrest Hill; and

WHEREAS, The City of Homer has worked with Homer Trails Alliance, Happy Trails, LLC, and Kinney Engineering, to develop a plan to connect these parcels through a proposed pedestrian underpass; and

WHEREAS, These studies have concluded that the safest and most practical route to connect these parcels lies within the Sterling Highway Right of Way; and

WHEREAS, Reconstruction of the Sterling Highway across the Diamond Creek drainage, approximately milepost 167.5 to 168.0, provides an opportunity to develop a pedestrian underpass, providing an interconnecting trail link that is safe, reliable, and is an opportunity that will not present itself again for many decades.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby requests, in the interest of pedestrian safety, that the Department of Transportation modify its current design for reconstruction of that portion of the Sterling Highway crossing the Diamond Creek Drainage to include a pedestrian underpass and multi-use pathway.

BE IT FURTHER RESOLVED, that the City Council of Homer, Alaska, requests the AKDOT/PF modify its current design to include the construction of an interconnecting pathway from the existing trail system within the DCSRS north of Diamond Creek on the west side of the Sterling Highway to the proposed "Green Timbers" trailhead parking area located at Milepost 168.

BE IT FURTHER RESOLVED, that the City Council of Homer, Alaska requests the City Manager to work diligently with the AKDOT/PF to accomplish the construction of the pedestrian underpass and interconnecting pathway.

BE IT FURTHER RESOLVED, that the City Council of Homer, Alaska provides the City Manager the authority to enter into an agreement with AKDOT/PF, if necessary, for the maintenance of the associated pathway excluding the pedestrian underpass.

PASSED AND ADOPTED by the Homer City Council this 28th day of April, 2025.

CITY OF HOMER

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RACHEL LORD, MAYOR

ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

Fiscal information: NA



# MEMORANDUM

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**Resolution 25-042, A Resolution of the City Council of Homer, Alaska Acknowledging the Insufficiency of the Petition for the East Bunnell Avenue Road Reconstruction and Paving Improvements Special Assessment District. City Clerk.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and City Council  
**Date:** April 28, 2025  
**From:** Renee Krause, MMC, City Clerk  
**Through:** Melissa Jacobsen, City Manager

---

On January 27, 2025 the City Clerk's Office received an application for the creation of a Special Assessment District for road reconstruction and paving encompassing East Bunnell Avenue. A petition was sent via certified mail to five property owners for six parcels within the district.

There were no signed petitions returned to the Clerk's Office with signatures. Homer City Code 17.02.040 (a)(2) states that 50 percent of the total property owners noticed must sign the petition and return it in order to create the special assessment district and go to the next step. This district required three signed petitions to be returned in order to be sufficient.

In accordance with the Special Assessment process, City Council is informed and adopts a resolution finding the petition was insufficient and the special assessment fails.

Recommendation:

Adopt Resolution 25-042 to find the East Bunnell Avenue Road Reconstruction and Paving Special Assessment District insufficient.



**CITY OF HOMER  
HOMER, ALASKA**

City Clerk

**RESOLUTION 25-042**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
ACKNOWLEDGING THE INSUFFICIENCY OF THE PETITION FOR THE EAST  
BUNNELL AVENUE ROAD RECONSTRUCTION AND PAVING  
IMPROVEMENTS SPECIAL ASSESSMENT DISTRICT.

WHEREAS, On January 27, 2025 an application to initiate a special assessment district for road reconstruction and paving improvements on East Bunnell Avenue was filed and a petition was created and sent by certified mail to six property owners of six parcels in the district; and

WHEREAS, Homer City Code 17.02.040 (a)(2) states a special assessment district may be initiated by a petition signed by 50 percent of the total record owners who receive notice from the City Clerk's Office that they will be assessed a portion of the costs of a single capital improvement; and

WHEREAS, None of the property owners who own the six parcels in the proposed district signed the petition initiating the special assessment district; and

WHEREAS, According to Homer City Code 17.02.040 (a)(2) the required signed petitions needed to be sufficient is three.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby acknowledges the insufficiency of the petition for East Bunnell Avenue Road Reconstruction and Paving Improvements Special Assessment District.

BE IT FURTHER RESOLVED this does not preclude further petitioning by property owners for road improvements for a modified area or any other type of improvement by initiating a new petition.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 28<sup>th</sup> day of April, 2025.

CITY OF HOMER

\_\_\_\_\_  
RACHEL LORD, MAYOR

ATTEST:

\_\_\_\_\_  
RENEE KRAUSE, MMC, CITY CLERK

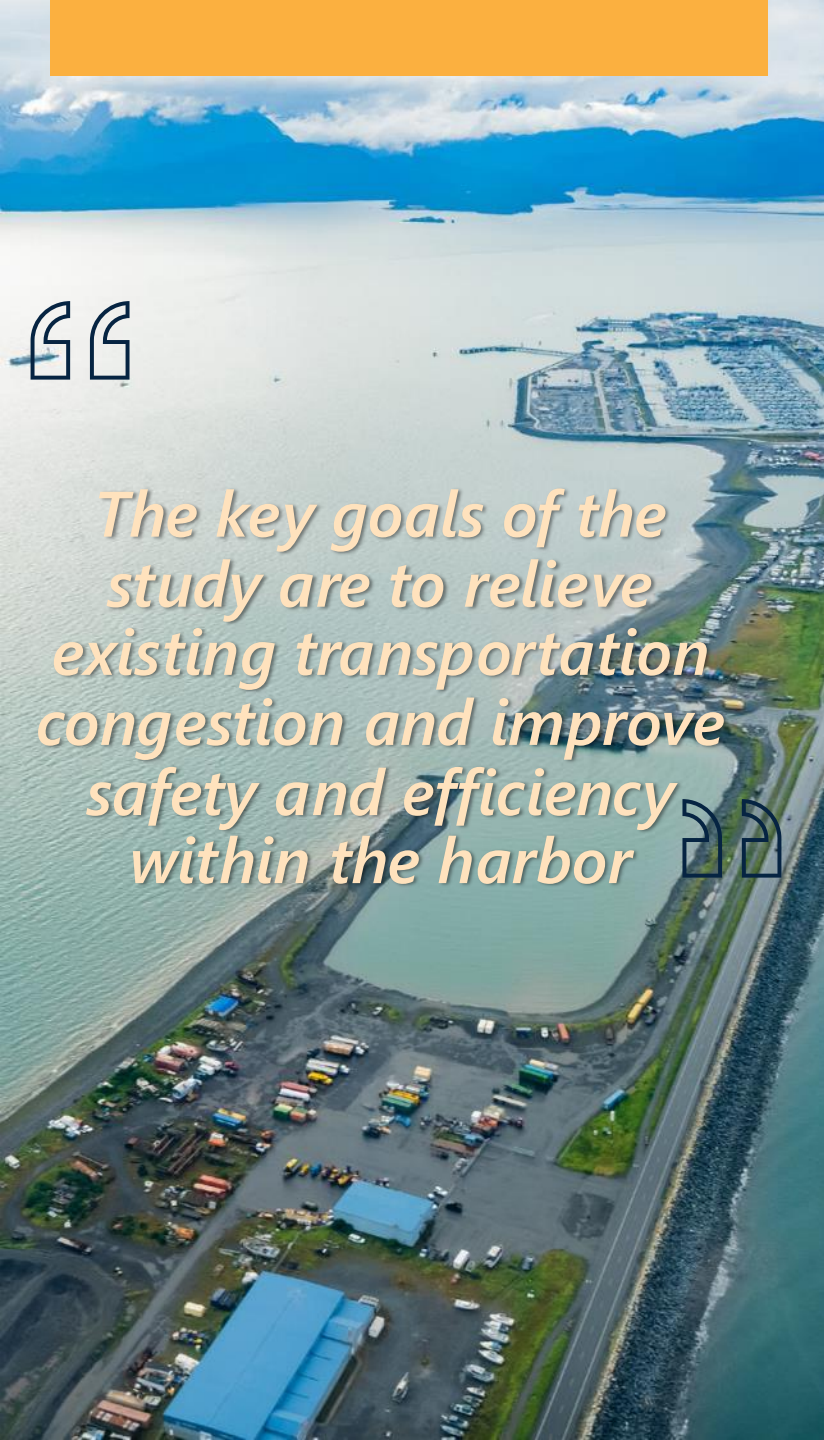
Fiscal note: N/A



# Homer Harbor Expansion Quarterly Report to City Council

Monday, April 28, 2025





*The key goals of the study are to relieve existing transportation congestion and improve safety and efficiency within the harbor*



# Why It's Important

- Adequate harbor space
- Planning for Homer's future, for a strong, diverse economy
- Support safety and efficiency for key users:
  - Barges and cargo transport vessels
  - Commercial fishing fleet
  - Coastal marine research vessels
  - U.S. Coast Guard vessels
  - Pilot and tug boats
  - Recreational boats
  - Commercial sport fishing vessels
  - Ecotourism vessels
  - Water taxis



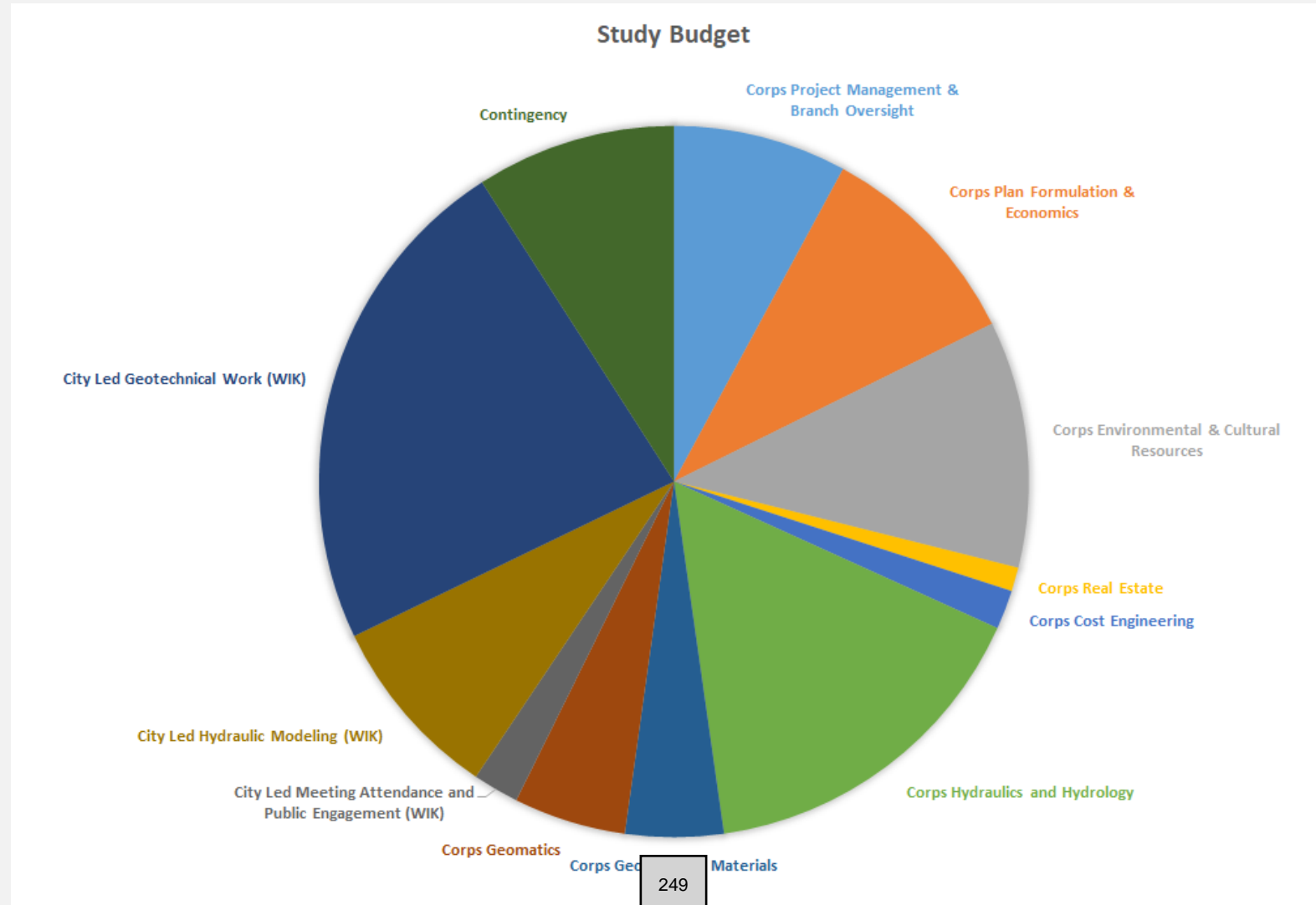
# We Are Here

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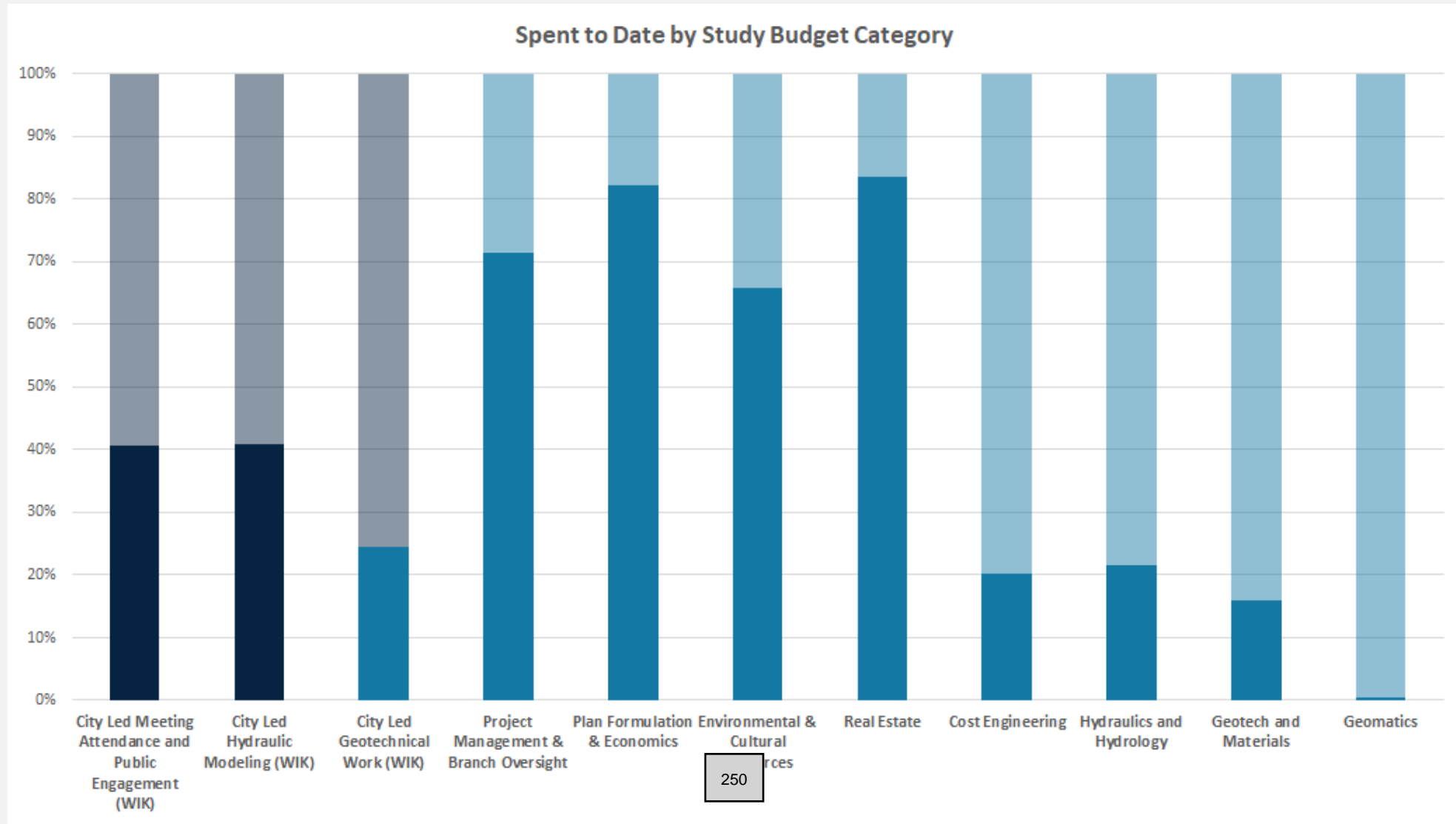
## Alternative Evaluation & Analysis

- Refined Alternatives in Review NOW
  - Right-sized solution
- Committed to the Environment
  - Protecting the environment and preserving the natural beauty
  - National Environmental Policy Act (NEPA) is a key driver in the study

# Study Finances



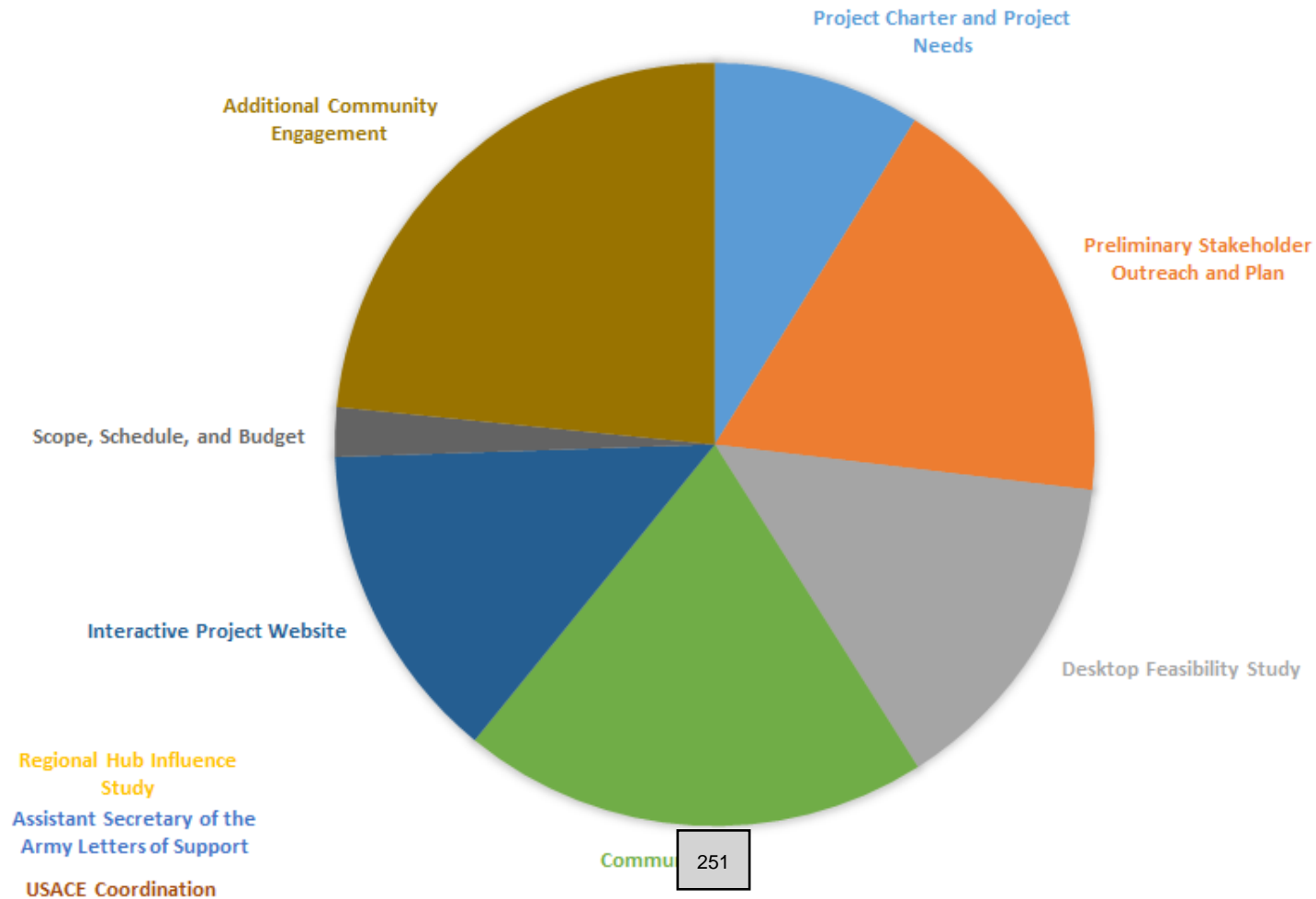
# Study Finances



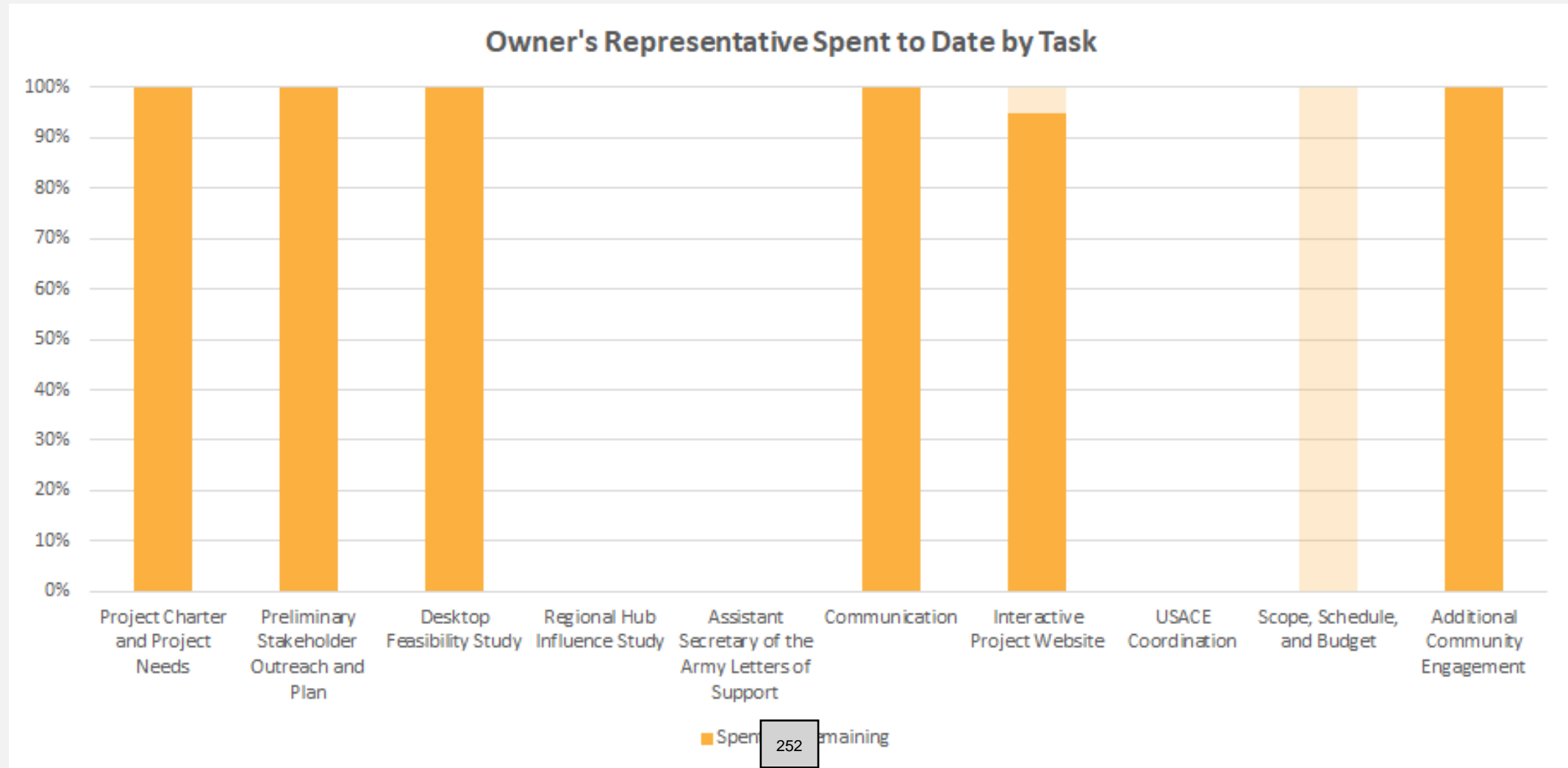
# Owner's Representative Finances



Owner's Representative Budget - Amended by Resolution 25-18

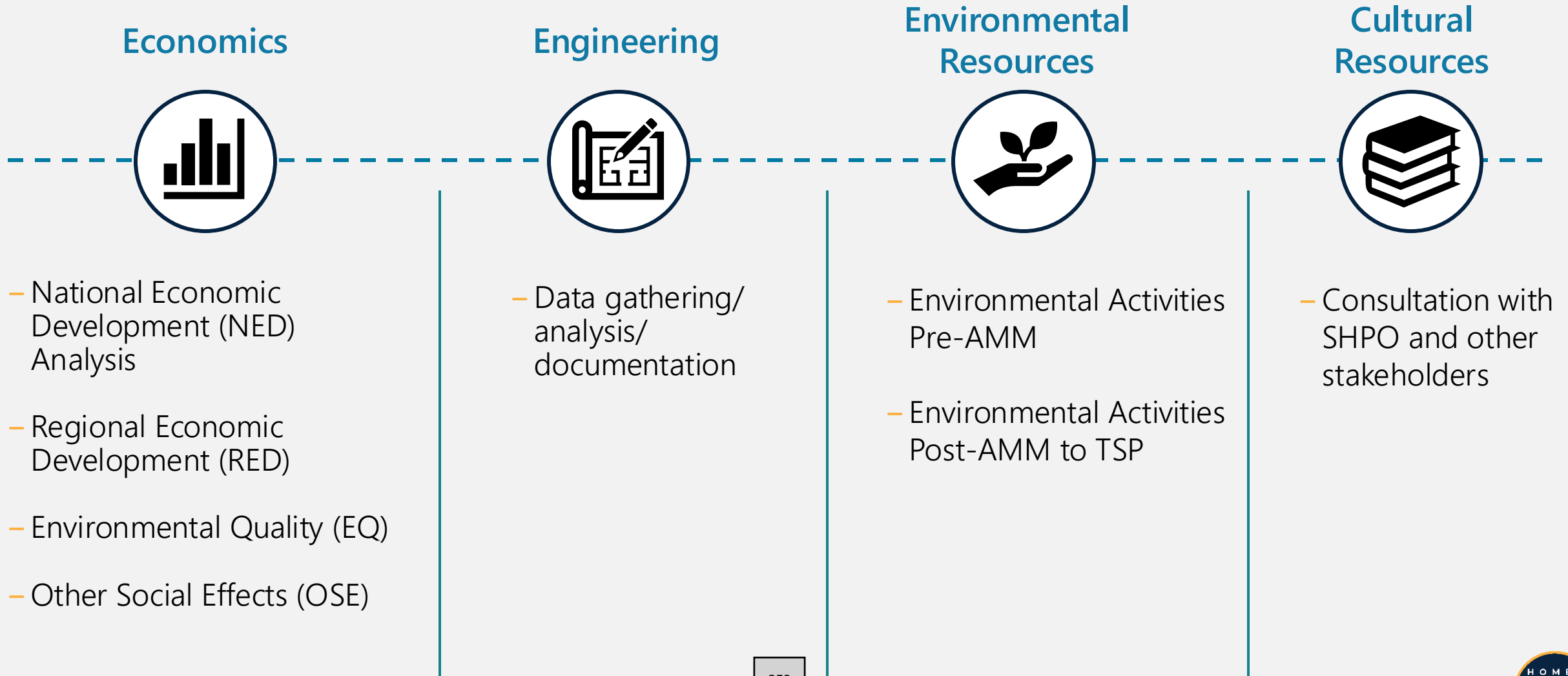


# Owner's Representative Finances





# HHE Path to TSP





# Progress Update

Progress Update

Alternatives Update

What's Next

Questions?





# Geophysical Data

## What Was Done

- Sub-bottom profiling, hydrographic survey, and topographic surveys of potential expansion footprint.

## Key Findings

- Homer Harbor seabed is made up of primarily gravels, pebbles, and rock.
- Geophysical results informed quantity of geotechnical core sampling (to be performed)

## What's Next

- Additional core sampling to categorize sediment sub-sea floor layers.
- Geotechnical analysis to inform potential breakwater settlement.

## Why It Matters

- Helps determine the potential location, depth, and boundaries of an expansion.
- More data allows for realistic designs and construction estimates.

# Vessel Simulation

## What Was Done

- USACE staff took photographs of the Homer area from sea and land to support building a simulation of the selected harbor expansion design.

## What's Next

- After the Tentatively Selected Plan (TSP) milestone, a simulation of the preferred design will be built at the USACE Engineering Research and Development Center (ERDC).
- Vessel pilots will use virtual reality to navigate the simulation and provide feedback.
- Design changes may be conducted to address concerns raised during simulation.

## Why It Matters

- Vessel simulation is a powerful tool for identifying and resolving challenges before project engineering and construction
- Has potential to help right size the design to reduce costs.





# Wave Modeling

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## What Was Done

- The Study team created a wave model from historic wave data to predict likely wave conditions under a wide range of scenarios.
- Wind, waves, water levels, topography, and bathymetry data were all combined to create a baseline or “current conditions” scenario.

## What’s Next

- As alternatives are advanced, preliminary harbor designs will be modeled.
- Modeling compares baseline conditions against conditions created by the design.

## Why It Matters

- Wave modeling helps evaluate the environmental impacts of an expansion on the surrounding areas.





# Environmental Review

## What Was Done


- Environmental Working Group including 30+ local, state, and federal stakeholders.
- Two-day environmental workshop to initiate development of an ecological model.
- Near-shore beach seining, environmental DNA sample collection, bottom trawl surveys, and other fieldwork to develop existing conditions based on recent, site-specific data.

## What's Next

- Additional data collection.
- Ecological model is in refinement with the support from National Oceanic and Atmospheric Administration scientists, who are completing a kelp study for incorporation.

## Why It Matters

- Environmental laws and regulations (e.g., the National Environmental Policy Act) are a key driver in environmental analysis for the Study.
- The Study team is committed to protecting the environment and preserving Homer's natural beauty.

Contact: Kayla  mpbell@usace.army.mil



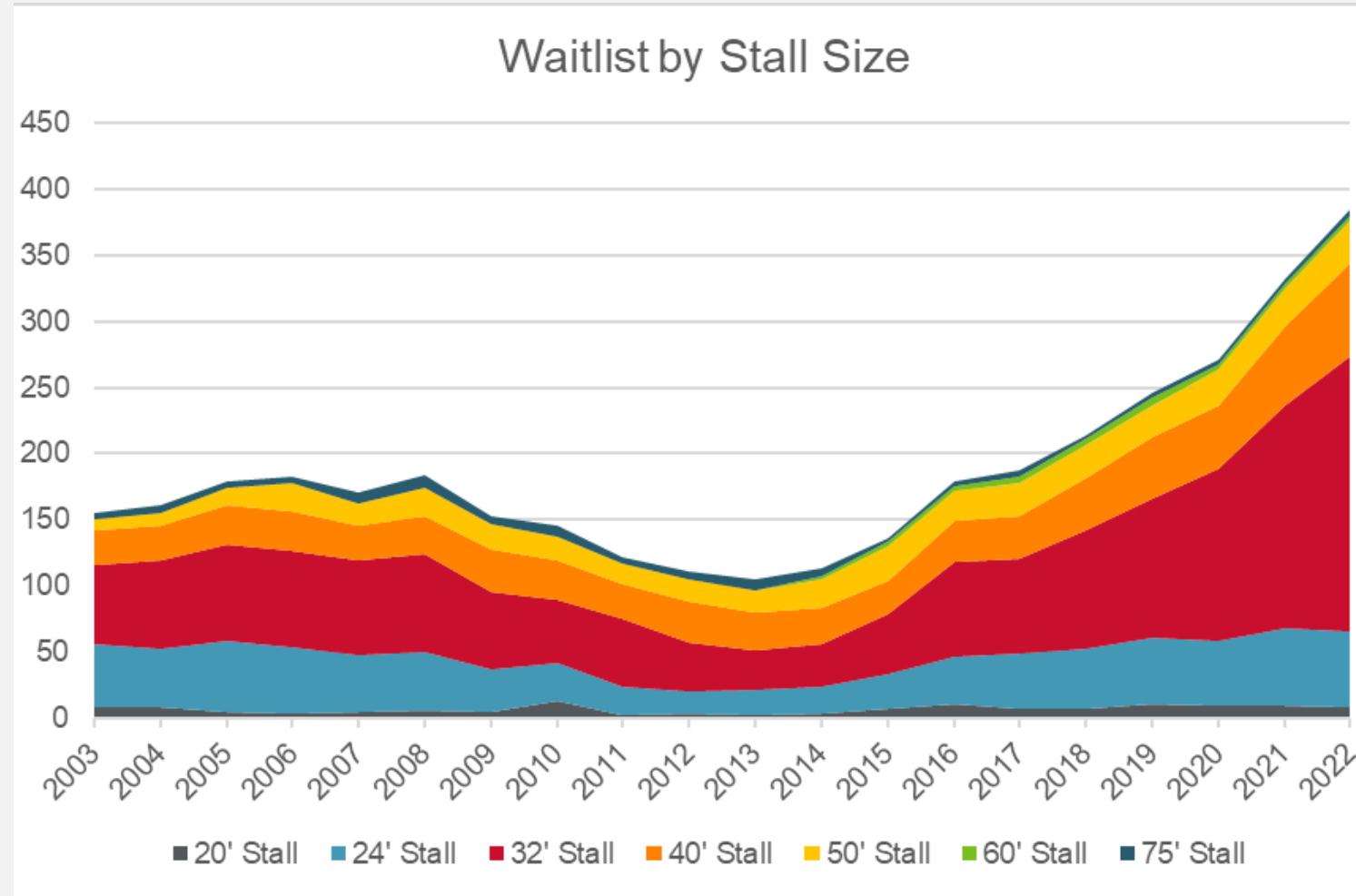
# Fleet Analysis – Key Basis for Design

## What Was Done

- Analyzed historical port and harbor moorage
- Assessed potential future growth based on waitlist demand trends, vessels turned away for lack of moorage, and regional/state economics
- Hosted USACE-led focus groups targeting specific harbor user types to improve and confirm economic assumptions.

## Why It Matters

- Provided the foundation for the study team to right-size the harbor design ideas
- Developed 3 design fleets that were used to create Alternatives 1A/1B, 2, and 3







# Alternatives Update

Progress Update

Alternatives Update

What's Next

Questions?



# Alternative 0 – No Action



Work throughout the study will compare the conditions of the current harbor against conditions created by an expanded harbor design to determine the value and feasibility of an expansion.



# Alternative 1A



## Immediate Needs

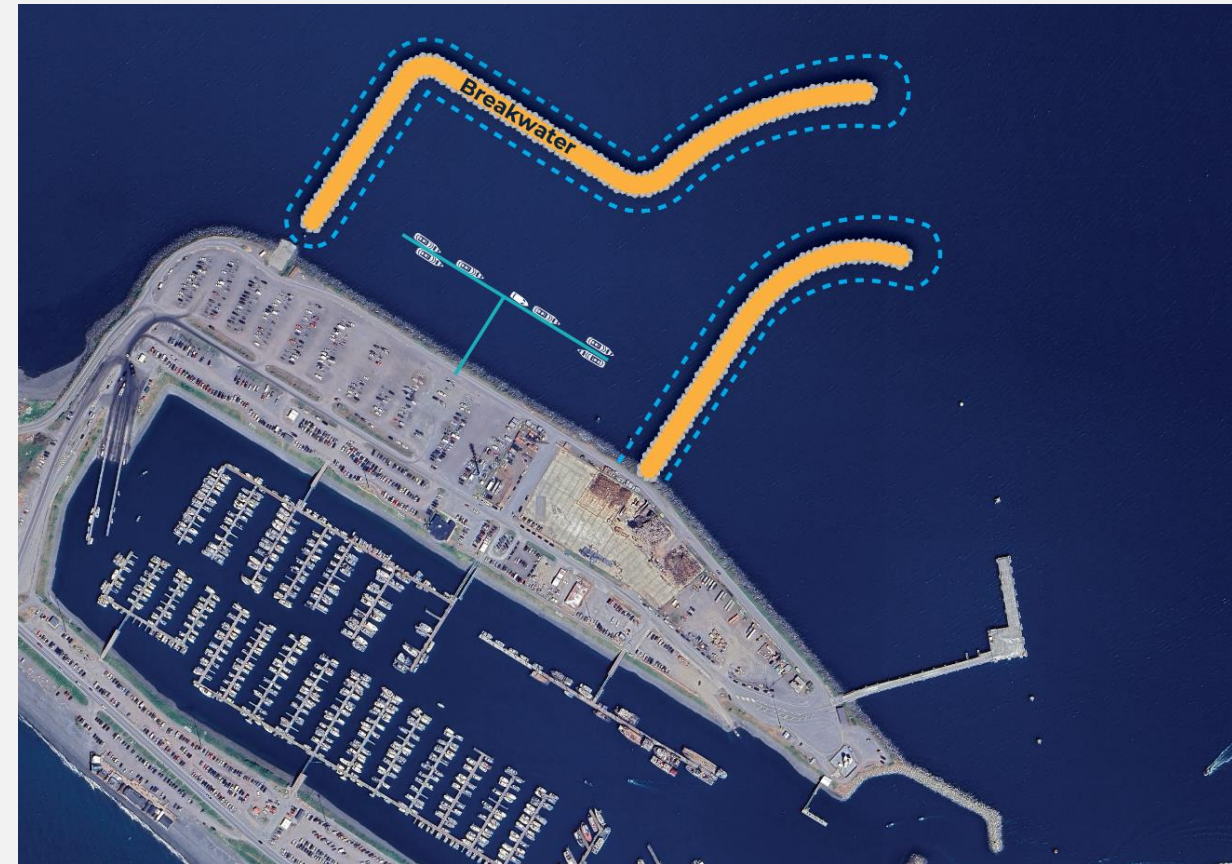
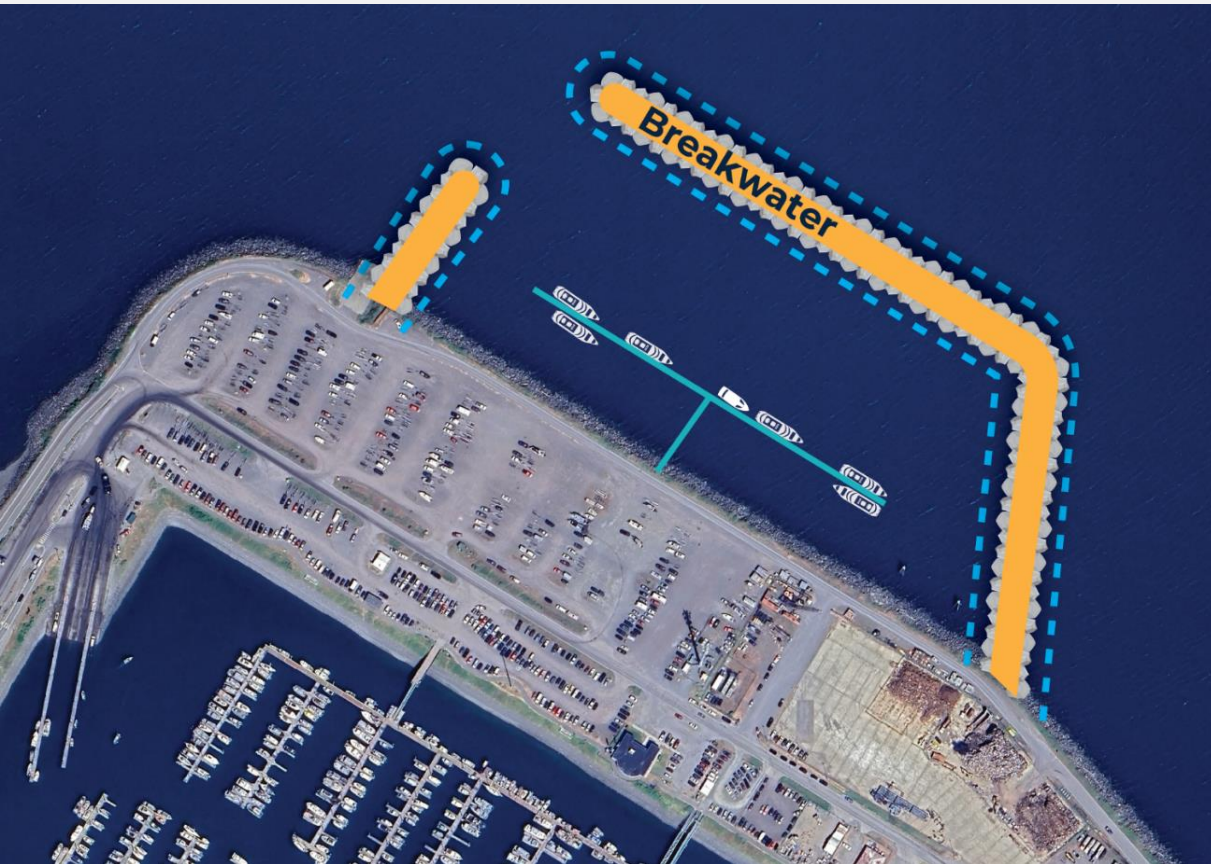
- Includes a new exterior harbor
- Relocates vessels from Transient Float System 5 from the small boat harbor to the new exterior harbor
- Accommodates vessels that use the deep-water dock
- Provides additional small craft moorage in existing harbor

*Reduces rafting for large vessels within the new harbor basin.*

*A waitlist remains 262 for the harbor.*



# Alternative 1A – Ideas 1 & 2



Large vessels - 100'-200'



Medium vessels - 50'- 75'



Small vessels - 24'- 40'



**NOTE: These are refined drafts of potential harbor expansion design and are not final.**

# Alternative 1B



## Immediate Needs+

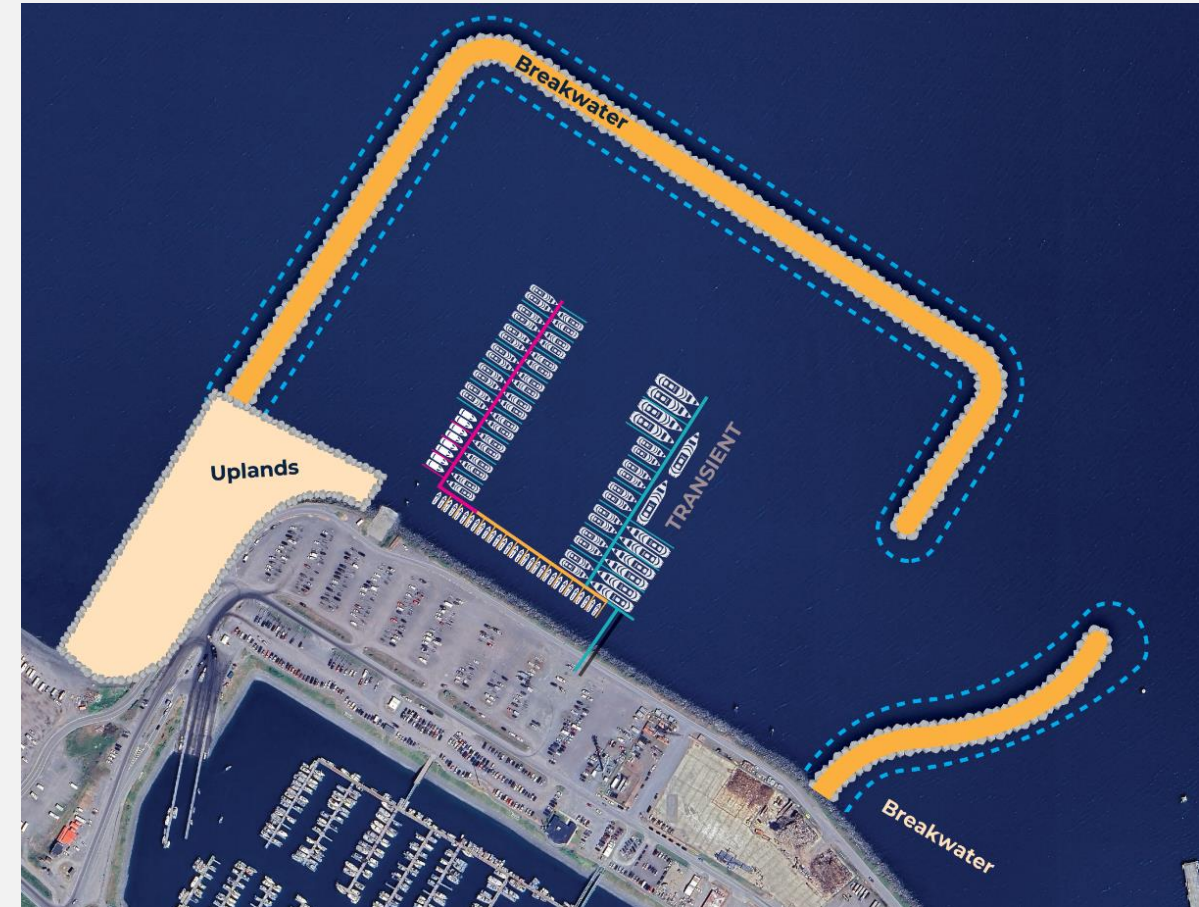
Alternative 1B contains all Alternative 1A features plus:

- Provides large vessels with dedicated stalls in new harbor basin
- Eliminates rafting
- Provides opportunity for additional uplands for local services facilities such as a fuel dock or barge ramp

*A waitlist remains for the harbor.*



# Alternative 1B - Ideas 1 & 2



Large vessels - 100'-200'

Medium vessels - 50'-75'

Small vessels - 24'-40'



**NOTE: These are refined drafts of potential harbor expansion design and are not final.**

# Alternative 2



## Current Needs

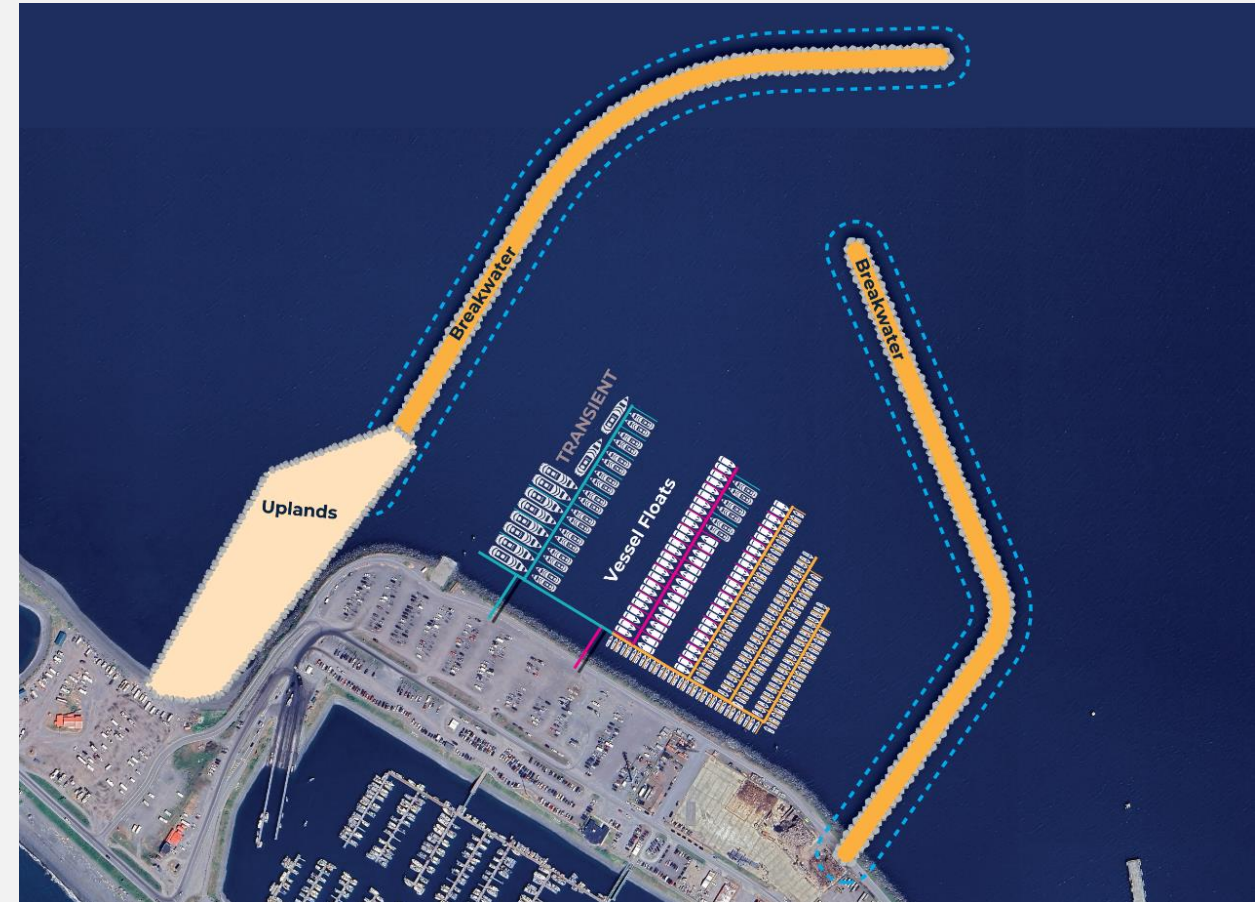
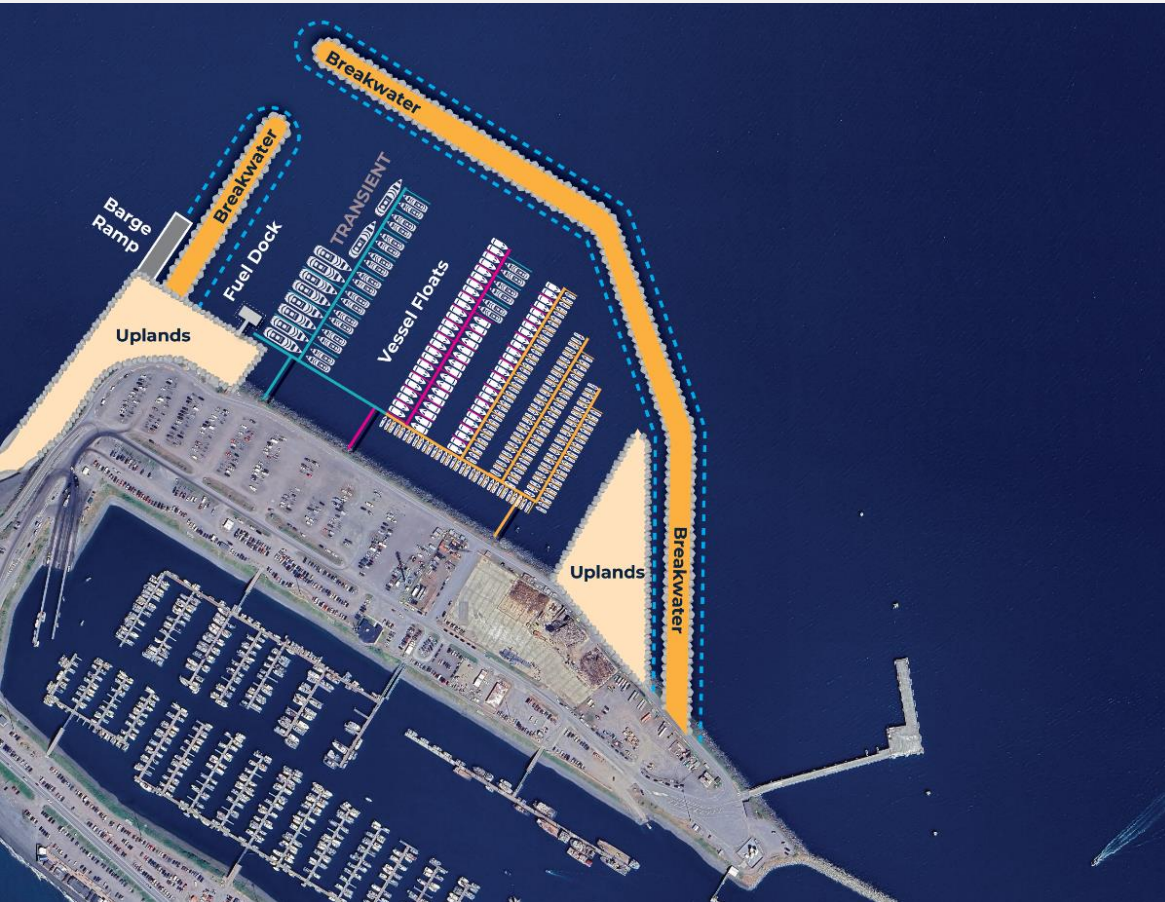
Alternative 2 contains all Alternative 1B features plus:

- Additional floats to accommodate current waitlist for moorage in the harbor
- Additional uplands for local services facilities.

*Meets the existing harbor needs and demand.*



# Alternative 2 - Ideas 1 & 2



Large vessels - 100'-200'

Medium vessels - 50'-75'

Small vessels - 24'-40'



**NOTE: These are refined drafts of potential harbor expansion design and are not final.**

# Alternative 3



## Modeled Growth

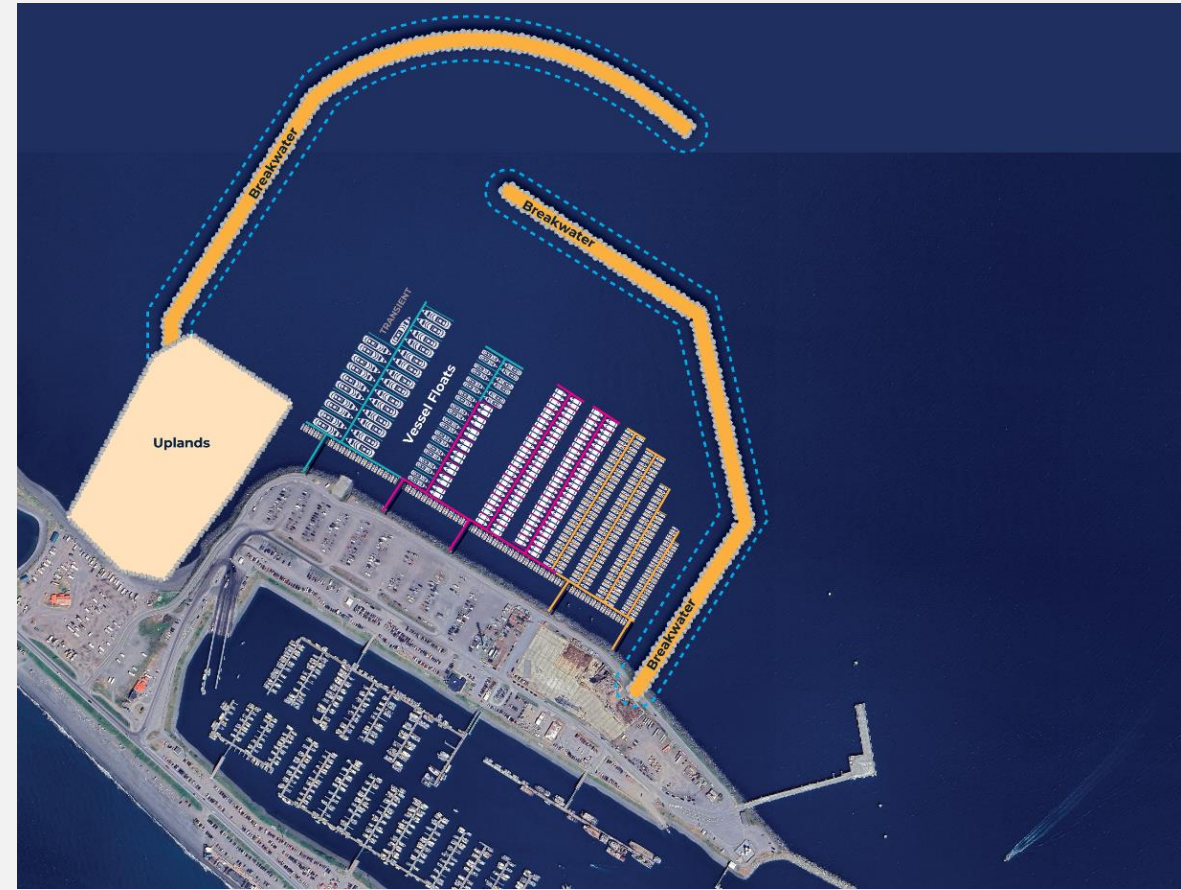
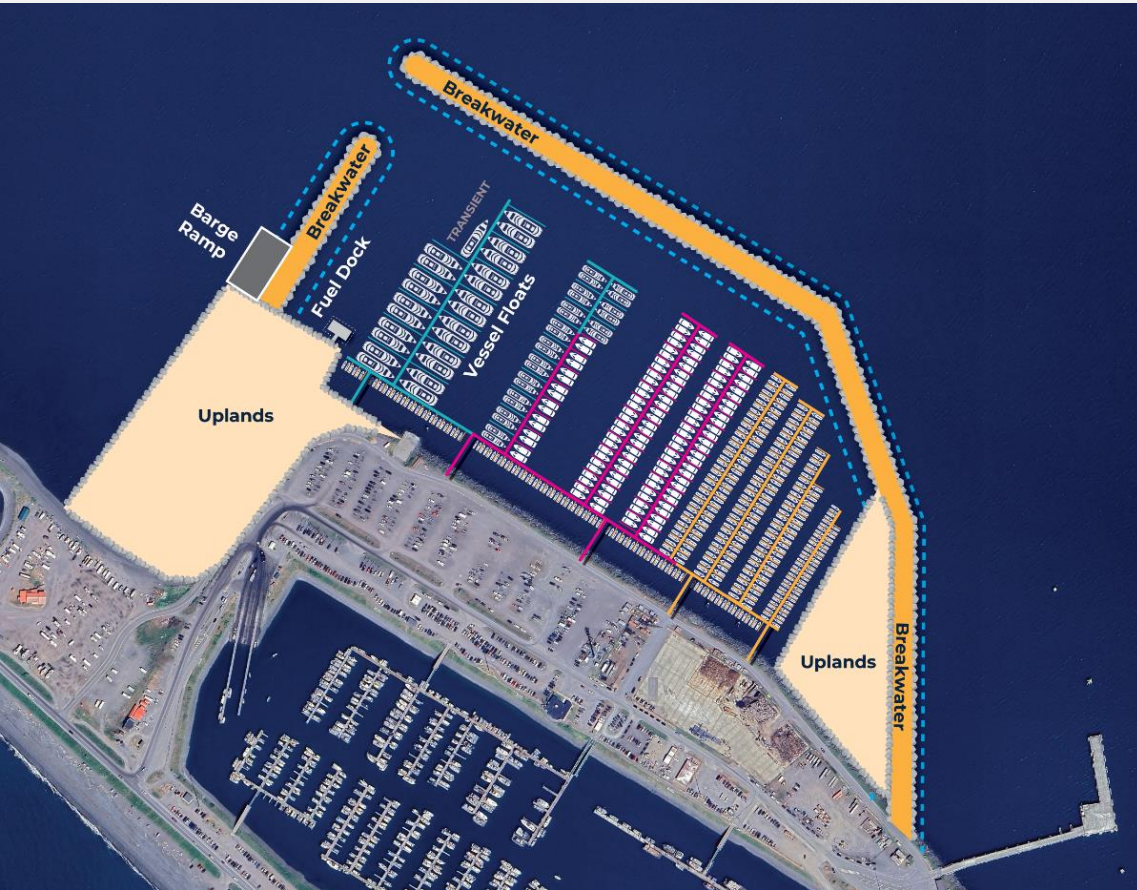
Alternative 3 features the largest footprint to meet current and likely future projected needs by:

- Containing all features from Alternative 2
- Adding extended uplands and floats

*Accommodates modeled “likely” growth over the next 50 years.*



# Alternative 3 - Ideas 1 & 2



Large vessels - 100'-200'



Medium vessels - 50'-75'



Small vessels - 24'-40'



**NOTE: These are refined drafts of potential harbor expansion design and are not final.**





# What's Next

Progress Update

Alternatives Update

What's Next

Questions?

# Milestone Dates

Task	Scheduled date	Notes
Tentatively Selected Plan	6/24/2025	Internal USACE Milestone
<b>Release Draft Report</b>	<b>9/01/2025 - 9/30/2025</b>	<b>30-Day Public Comment Period</b>
Agency Decision Milestone	March 2026	Internal USACE Milestone
District Final Report Submittal	September 2026	Internal USACE Milestone
Signed Chief's Report	January 2027	Study Complete



An aerial photograph of Homer Harbor, Alaska, showing a large marina filled with numerous sailboats and fishing vessels. The harbor is bordered by a road and some buildings. In the background, there are mountains under a cloudy sky.

# Questions?

Progress Update

Alternatives Update

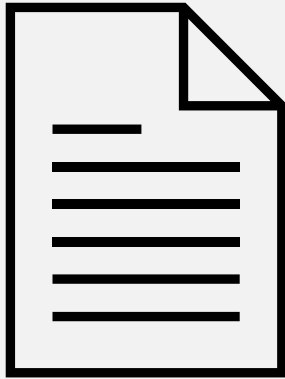
What's Next

Questions?

# THANK YOU & Please Stay Involved

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Scan the QR code  
below with your  
smartphone.



Fill out a comment  
form here, today



Comment and  
subscribe to the  
email list  
electronically  
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Read the FAQs  
*(on our website)*



Visit the website



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# MEMORANDUM

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## Proposed FY26/FY27 Budget Cuts - Library Staff Reductions

**Item Type:** Informational  
**Prepared For:** Mayor Lord and City Council  
**Date:** April 16, 2025  
**From:** Library Advisory Board  
**Through:** Dave Berry, Library Director

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### Summary:

At its regular meeting on April 15, 2025, the LAB discussed the proposal to eliminate two part-time positions at the Homer Public Library. The Board unanimously opposes reductions in staffing, for a wide variety of reasons.

### Background:

The community of Homer is under tremendous stress. All our cultural institutions are under assault. The school district faces a financial crisis. The Pratt Museum has lost federal funding. Federal agencies are being destroyed—the IMLS, NEA, NEH, CPB, Department of Education, and many others. In a time when the country seems to be coming apart, we must protect the shared spaces that remain.

The COVID-19 closures caused immense social damage—lost educational attainment, severed community connections, and psychological harm to children and adults both—which remains unhealed today.

The library helps local businesses with meetings and internet access, supports the elderly, and provides vital knowledge to students (especially homeschoolers). Above all, it's neutral, nonpartisan, free, and committed to universal service. It must remain fully operational.

If the library loses both these outstanding workers (equivalent to 1.3 FTE), it would have no real choice but to close on Mondays, since the remaining staff simply are not enough to maintain six-day service. This has been done once before (January 1991-December 1993) and has been narrowly avoided twice (in 2009 and 2015). The public reacted to the 1990s closure with dismay, and the experience of closing the building during COVID-19 demonstrated the harm of reducing services.



# MEMORANDUM

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## Fiscal Year 2026-2027 Budget

**Item Type:** Informational  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** April 18, 2025  
**From:** Parks, Art, Recreation & Culture Advisory Commission  
**Thru:** Melissa Jacobsen, City Manager

---

### Background

At the April 17, 2025 PARCAC Regular meeting the Parks, Art, Recreation & Culture Advisory Commission requested staff to send a memo to the Mayor and City Council expressing their unanimously opposition to the proposed elimination of the fulltime Recreation Programmer position within the Community Recreation division/Administration Department for the upcoming FY26 and FY27 budgets.

Additionally, they also want to express their support and advise the City Council in regards to the staff and PARCAC recommendations for the following capital budget requests for the FY26 & FY27 budget.

### Community Recreation Staff- Capital Budget Request for FY 26

Re-surfacing of HERC Gym Floor	\$7,200	General Fund
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### Park Maintenance Staff - Capital Budget Request for FY 26

Trail improvements for resurfacing improvements (Poopdeck trail, Calhoun trail, lower Hornaday trail)

\$15,000	HART Fund -Trails
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Fence for Bayview Park for new 4ft wooden fence around park.

\$20,000	General Fund
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Hickerson Cemetery improvements on overburden on sites and road improvements in the cemetery.

\$25,000	General Fund
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### Park Maintenance Staff - Capital Budget Request for FY 27



Ball field improvements for the most used ballfields-outfields have uneven surfaces and infields need more material added.

\$20,000

General Fund

Pioneer updates for revamp of the park next to the fire hall, and improvements to flower bed in front of the NOMAR wall.

\$10,000

General Fund

**Parks, Art, Recreation & Culture Advisory Commission - Capital Budget Request for FY 26**

Green Timbers Trail project designing and building a parking lot and trailhead on City-owned property on the north side of Green Timbers Road and construction of a trail connecting this trailhead with the nearest existing trail within the Diamond Creek Recreation Area ("DCRA").

\$250,000

HART Fund -Trails

**Recommendation:**

Informational.

**Attachments:**

Memorandum from Recreation Manager re: Staff Elimination



# MEMORANDUM

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## Staff Elimination

**Item Type:** Informational Memorandum  
**Prepared For:** Parks, Arts, Recreation & Culture Advisory Commission  
**Date:** April 16, 2025  
**From:** Mike Illg, Recreation Manager/Staff Liaison

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### Summary

The City of Homer is currently facing a \$700,000 shortfall for upcoming FY26 budget and a similar amount for the FY27 budget. The proposed Community Recreation budget for the upcoming two-year budget cycle included some very modest increases with the understanding that we would likely need to come back to remove the proposed increases in addition to recommending additional operational reductions.

On Monday, April 14<sup>th</sup>, I was informed that the City's draft budget requires laying off several employees, including the full time Community Recreation's Recreation Programmer position currently filled with recent hire Rafael de la Cruz. Community Recreation is not its own department but operates as a division within the Administration Department that includes: city manager, administrative assistant, human resource director, special projects coordinator, part time assistant special projects coordinator as well as the recreation manager and recreation programmer. The other staff reductions include not filling the Administration Department's full time administrative assistant position (transferred to Fire Department) and two part-time employees within the Library Department. In summary, the overall proposed staff reductions have the Administration Department losing two full time positions and Library Department two part time positions. No other city departments are being considered for staff reductions.

### Impacts

It has been very clear that the Community Recreation division has been woefully understaffed for decades and the recent addition for a full time Recreation Programmer is certainly justified based on community support, advocacy, demand and participation. The additional FT employee has literally enhanced everything we do. It has provided much needed additional direct supervision over programs, handles all things related to the software payment/registration, teaches and facilitates classes/programs and so much more. As a result of the new employee, we have seen increased

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participation, improved customer service, increase in revenue through user fees (that help offset operations) and new programs being offered.

The impacts of losing this FTE will be incredibly difficult and would include: reduction of special events/programs/opportunities, possibly cease the use of the online software system as it takes significant staff time to coordinate, reduction of direct supervision over programs creating additional safety risks by relying solely on volunteers all the time, recreation manager may no longer serve as the PARCAC staff liaison, lose revenue as well as other unintended consequences with relationship with school district as they are continuing to request paid staff at school facilities instead of just using volunteers. Essentially Community Recreation division stands to lose 50% of its staffing and there is no other city employee to assist and cover for emergencies, sick days, vacations or other things that may come up.

## **Recommendation**

Discussion



# MEMORANDUM

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**Ordinance 25-31 An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating an Additional \$72,382 from the General Fund Unassigned Fund Balance for a Change Order to the Fuel Island Replacement Contract to also Include Underground Tank Removal. City Manager/Public Works Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and City Council,  
**Date:** March 19, 2025  
**From:** Daniel Kort, Public Works Director  
**Through:** Melissa Jacobsen, City Manager

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**Summary:**

This additional appropriation will serve to cover the costs associated with the removal of the two existing underground fuel storage tanks (UST).

**Background:**

The City's two UST's are subject to a third party inspection every 3 years. The City was warned during the 2021 inspection that the UST's would likely not pass the next inspection. As expressed, the City's two UST's failed their inspection in 2024, triggering the requirement to remove and replace the tanks. These UST's are required to be removed by December of 2025.

The Public Works Department (PWD) budgeted \$350,000 for two replacement skid mounted aboveground fuel storage tanks (AST). The City put out an RFP for the new AST's and awarded the contract to Prism Design and Construction (Prism) of Anchorage for \$317,440.28.

The PWD's original intention was to purchase the new AST's and bring them online, then move onto removal of the existing UST's afterwards to ensure a seamless transition and no interruption in fuel supply. The PWD anticipated the UST removal project was going to be approximately \$100,000 to \$150,000 depending upon the extent of potential impacted soils due to fuel spillage or tank leakage.

Prism is certified to do underground tank removals and soil remediation, and approached the PWD asking for our plan of UST's removal so they could bid the work. The PWD informed Prism of the plans, and Prism offered to provide a price so they could do the work in one mobilization as a Change Order to the existing contract. The PWD offered this opportunity to Prism without committing to the work until it is approved by Council.

Prism provided the PWD a Change Order request for \$72,381.60 for the UST's removal and remediation. A requirement of this Change Order Request, the PWD requested that Prism include provisions for temporary AST's to "bridge the gap" for the time period between the City having functional UST's and the new functional AST's. This would ensure the City has no interruption in fuel

supply for fleet during this project. This price was found to be competitive with the anticipated cost estimate to do the UST removal at a later date. The proposed Change Order only specifies disposal of up to 10 cubic yards of impacted soils if they are encountered. This could account partially for the competitive price provided by Prism, however it does leave room in the budget for covering additional impacted soils for disposal if they are encountered. The following describes the current project budget.

Capital Budget for two AST's	\$350,000.00
Prism Bid	\$317,440.28
<hr/>	
Funding Balance	\$32,559.72

By providing a supplemental appropriation of \$72,382 for the full Change Order request, the City can preserve the Funding Balance of \$32,559.72 to cover the costs associated with any additional impacted soils beyond 10-cubic yards. This will be important so the PWD can quickly react to discovered changes and keep the project moving forward without delay, which could cause additional costs associated with delay while we wait for funding approval.

Additionally, awarding this Change Order to Prism would reduce costs associated with reorganizing the Public Works Campus to accommodate the new AST's while simultaneously preserving the space where the existing UST's are located for the future removal. Space at the current Public Works Campus is limited and precious.

**Recommendation:**

Public Works Department recommends that the City Council approves the supplemental appropriation of \$72,382 from the Public Works CARMA Fund to cover the costs associated with Change Order #1 of the Fuel Island Replacement Project.

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Public Works Director

**ORDINANCE 25-31**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE FY25 CAPITAL BUDGET BY APPROPRIATING AN  
ADDITIONAL \$72,382 FROM THE GENERAL FUND UNASSIGNED  
FUND BALANCE FOR A CHANGE ORDER TO THE FUEL ISLAND  
REPLACEMENT CONTRACT TO ALSO INCLUDE UNDERGROUND  
TANK REMOVAL.

WHEREAS, The Cities two existing underground fuel storage tanks failed their routine  
certification inspection and are required to be removed and replaced; and

WHEREAS, New aboveground storage tanks were budgeted in the FY25 Capital Budget;  
and

WHEREAS, The City bid and awarded the project to Prism Design and Construction of  
Anchorage to provide and install the new aboveground storage tanks; and

WHEREAS, The current project was bid without the underground tank removal to  
ensure a seamless transition between underground storage tanks to aboveground storage  
tanks without an interruption of fuel supply to the Cities fleet; and

WHEREAS, Prism is certified to do the underground tank removal and has provided a  
quote for this work which includes temporary tanks to ensure a seamless transition where the  
Cities fleet will not have a gap in fuel supply; and

WHEREAS, This supplemental appropriation will allow the Public Works Department  
the ability to preserve the remaining funding balance from the initial appropriation to cover  
unexpected expenses related to the project.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY25 Capital Budget by  
appropriating an additional \$72,382 as follows:

Revenue:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
100	Fuel Island Replacement	\$72,382

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Expenditure:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
156-0395	Fuel Island Replacement	\$72,382

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 28<sup>th</sup> day of April, 2025.

CITY OF HOMER

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RACHEL LORD, MAYOR

ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

Introduction:

Public Hearing:

Second Reading:

Effective Date:





# MEMORANDUM

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**Ordinance 25-32, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating \$1,300 Additional Funding from the Port Reserves Fund for the Crane Eight Control System Replacement Project. City Manager/Port Director.**

**Item Type:** Back-Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** March 24, 2025  
**From:** Bryan Hawkins, Port Director  
**Through:** Melissa Jacobsen, City Manager

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## Background

Crane #8 on the Homer Fish Dock uses an electric-over-hydraulic control system, which was discontinued by the manufacturing company. After extensive research, staff discovered that no direct replacement for the electric portion of the controls is available. As a result, Crane #8 has been non-operational due to the complete failure of the control system.

In March 2024, the Homer City Council approved Ordinance 24-18, which allocated funding for the necessary repairs, including a 15% contingency. However, due to the age of the equipment, supply chain disruptions, and the specialized nature of the repairs, the repair timeline extended longer than initially anticipated.

## Challenges and Timeline

Crane #8 is primarily used during the peak salmon and halibut delivery seasons. After realizing that the crane would not be operational by last summer, we chose to take additional time to work with the technician. Our goal was to ensure that the crane was repaired with a long-term solution rather than a temporary fix.

The control system required a complete redesign, and installation was more complex than expected. Unfortunately, these delays were necessary for ensuring the reliability and longevity of the crane's operation.

## Budget Impact

During the extended repair timeline, material and labor costs increased beyond initial estimates due to inflation and rising shipping expenses. As a result, the total costs for the repair project have exceeded the original budget outlined in Ordinance 24-18

**Recommendation**

Staff recommends approval of Ordinance 25-32 to revise the funding for the repairs to cover the increased costs.

**Attached:** Ordinance 24-18

CITY OF HOMER  
HOMER, ALASKA

City Manager/Port Director

ORDINANCE 24-18

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE FY24 CAPITAL BUDGET BY APPROPRIATING  
\$15,000 FROM THE PORT RESERVES FUND FOR THE PURPOSE OF  
REPLACING THE CONTROL SYSTEM FOR CRANE 8 ON THE HOMER  
FISH DOCK.

WHEREAS, The cranes on the Homer Fish Dock are essential for the sale of fish to local  
fish buyers and having a crane out of operation can limit commerce; and

WHEREAS, Crane 8 is not operational due to the failure of an electronic-over-hydraulic  
control system that is no longer supported by the control manufacturing company nor any  
third party supplier; and

WHEREAS, The fishing season has already begun and demand for crane time is high, so  
it is preferable to complete the repair to the crane control system expeditiously in the current  
fiscal year; and

WHEREAS, The City has requested quotes from multiple contractors and anticipates  
receiving responses before the end of March 2024.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1: The Homer City Council hereby amends the FY24 Capital Budget by  
appropriating \$15,000 as follows:


<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	Crane 8 Control System Replacement	\$ 15,000

Section 2: This is a budget amendment ordinance, is not permanent in nature, and shall  
not be codified.


ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 8 day of April,  
2024.

CITY OF HOMER



  
KEN CASTNER, MAYOR

ATTEST:

  
MELISSA JACOBSEN, MMC, CITY CLERK  
*RENEE KRAUSE* *ACTING*

YES: *6*

NO: *0*

ABSTAIN: *0*

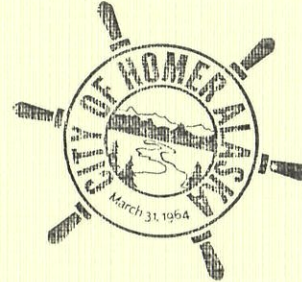
ABSENT: *0*

First Reading: *3/26/24*

Public Hearing: *4/8/24*

Second Reading: *4/8/24*

Effective Date: *4/9/24*



**CITY OF HOMER  
HOMER, ALASKA**

City Manager/Port Director

**ORDINANCE 25-32**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE FY25 CAPITAL BUDGET BY APPROPRIATING  
\$1,300 ADDITIONAL FUNDING FROM THE PORT RESERVES FUND  
FOR THE CRANE EIGHT CONTROL SYSTEM REPLACEMENT  
PROJECT.

WHEREAS, The cranes on the Homer Fish Dock are essential for the sale of fish to local  
fish buyers and having a crane out of operation can limit commerce; and

WHEREAS, Crane 8 has been non-operational due to the failure of its electronic-over-  
hydraulic control system, which is no longer supported by the control manufacturer or any  
third-party supplier; and

WHEREAS, The initial estimated cost of \$15,000 was appropriated by Ordinance 24-18,  
and included a 15% contingency; and

WHEREAS, The actual cost of the replacement, including unforeseen expenses for  
additional parts, labor, and necessary modifications to integrate the new control system,  
exceeds the originally appropriated amount; and

WHEREAS, The total project cost after these unforeseen expenses is \$16,300.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY25 Capital Budget by  
appropriating an additional \$1,300 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	Crane 8 Control System Replacement	\$1,300

Section 2. This ordinance is a budget amendment only, is not of a permanent nature  
and is a non-code ordinance.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this \_\_\_\_ day of \_\_\_\_\_, 2025.

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ATTEST:

\_\_\_\_\_  
RENEE KRAUSE, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER

\_\_\_\_\_  
RACHEL LORD, MAYOR



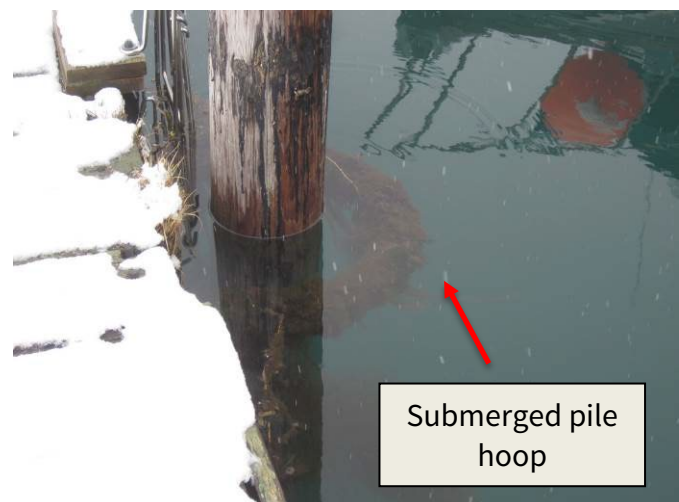
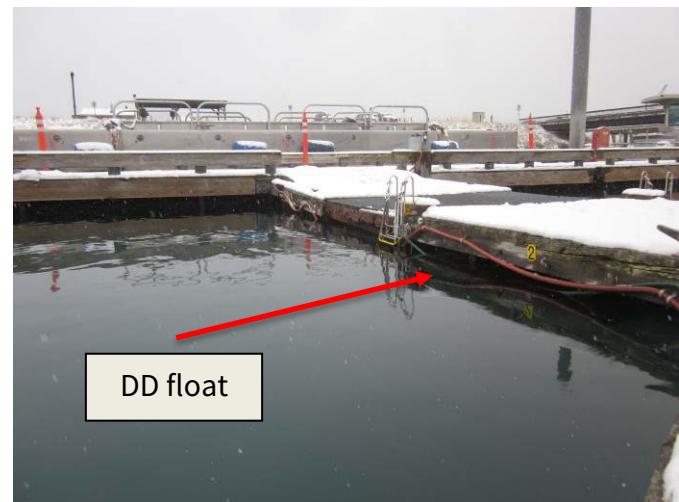
# MEMORANDUM

**Ordinance 25-33, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Appropriating \$45,000 From the Port Reserves Fund for the Purpose of Installing Air Filled Floats to Refloat DD Float in System Four. City Manager/Port Director.**

**Item Type:** Back Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** March 26, 2025  
**From:** Bryan Hawkins, Port Director  
**Through:** Melissa Jacobsen, City Manager

The DD float system, one of the original harbor floats built in 1964, is at risk of failure due to a significant loss of flotation and concerns over the integrity of its pile hoops, due to being submerged in the water developing rust. My concern is that if the Homer area experiences a normal winter with heavy snowfall, the float may sink under the additional load. Furthermore, the pile hoops securing the float are submerged, making them vulnerable to failure in strong winds. Ice buildup could also cause them to freeze to the pilings and break off during tidal changes. Without action, DD float could become unsafe and may have to be condemned, 36 annual stall permit holders would be displaced into an already overburdened transient moorage space.

Staff proposes refloating DD float by using air-filled flotation (see attached manufacturer image below), a method recently and successfully used on AAA float. This process involves buying purpose built air flotation tanks from a float manufacture. Staff will fill the tanks with water until they become neutrally buoyant. We will





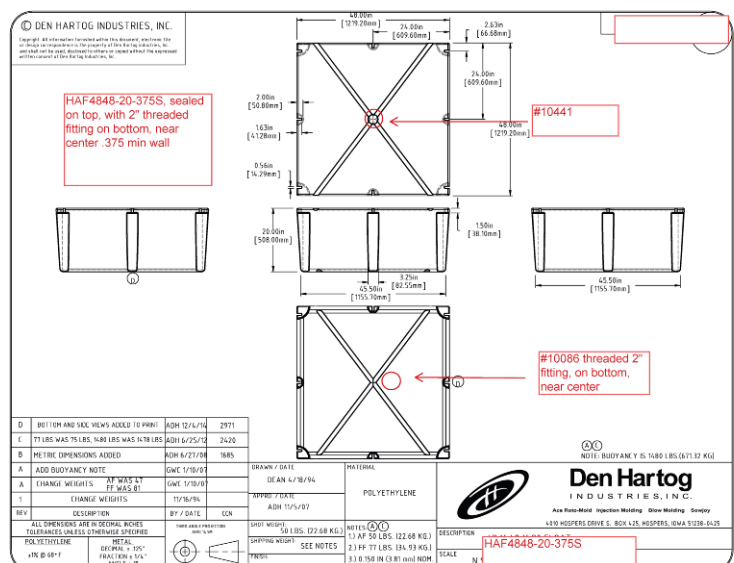
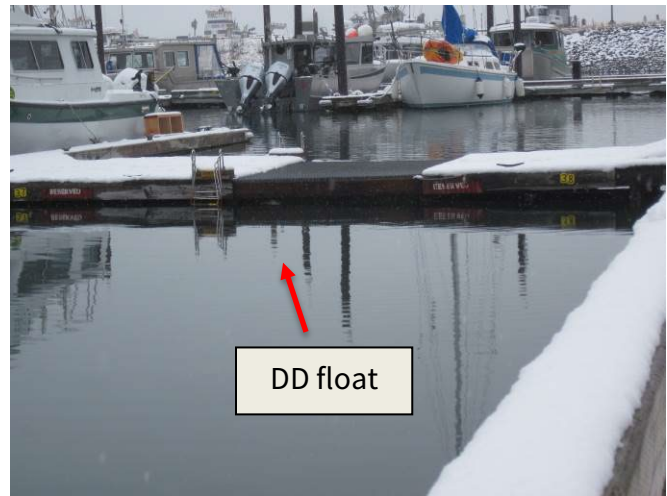
then move them into place under the wooden float structure. Staff will then gradually fill the air floats over the course of a few weeks with more air to displace the water, and slowly it will lift the existing float. Given that DD float is a single rigid unit without hinge points, careful control of air input will be necessary to ensure a stable lift.

The estimated budget for materials for this project is \$31,000; however, a request for \$45,000 is recommended to account for additional materials, including lumber, hardware, potential structural wood replacements, and possible dive services. The work will be completed primarily in-house, reducing overall costs.

We recognize that when DD float is replaced, the air-filled floats for this repair can be repurposed for other aging float systems, such as System 5.

Given the condition of the float and the potential impact of its failure, staff recommends proceeding with the air filled flotation repair as the most reliable solution. Approval of a \$45,000 budget is requested to complete the project.

**Recommendation:** Homer City Council approve Ordinance 25-33 amending the FY25 budget by allocating \$45,000 for the purchase of air filled floats in order to refloat DD float.



**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**ORDINANCE 25-33**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE FY25 CAPITAL BUDGET BY APPROPRIATING  
\$45,000 FROM THE PORT RESERVES FUND FOR THE PURPOSE OF  
INSTALLING AIR FILLED FLOATS TO REFLOAT DD FLOAT IN  
SYSTEM FOUR.

WHEREAS, DD float in System 4 is an original harbor structure built in 1964 that was  
relocated to its current location in 2002 and has been experiencing a significant loss of  
flotation, posing a risk of sinking from a large snow load; and

WHEREAS, The pile hoops around each piling that secure DD float are submerged,  
creating the risk that they could fail in high winds or ice formation, further endangering harbor  
infrastructure; and

WHEREAS, The failure of DD float would result in the displacement of 36 annual stall  
permit holders into transient moorage, which is already at full capacity during summer  
months; and

WHEREAS, Staff have successfully utilized air-filled flotation as a method on other float  
structures and have deemed this method as cost-effective and an immediate solution to  
restore DD float to continue its functionality; and

WHEREAS, While the work will primarily be completed by in-house staff, we are allotting  
\$9,350 in the event a diver is needed and a contingency of 15 percent; and

WHEREAS, When DD float is replaced, the air-filled flotation product used for this repair  
can be repurposed to address any other at-risk float system.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY25 Capital Budget by  
appropriating \$45,000 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	Refloat DD Float in System 4	\$45,000

Section 2. This ordinance is a budget amendment only, is not of a permanent nature and is a non-code ordinance.

ENACTED BY THE CITY COUNCIL 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 Hearing:

Second Reading:

Effective Date:

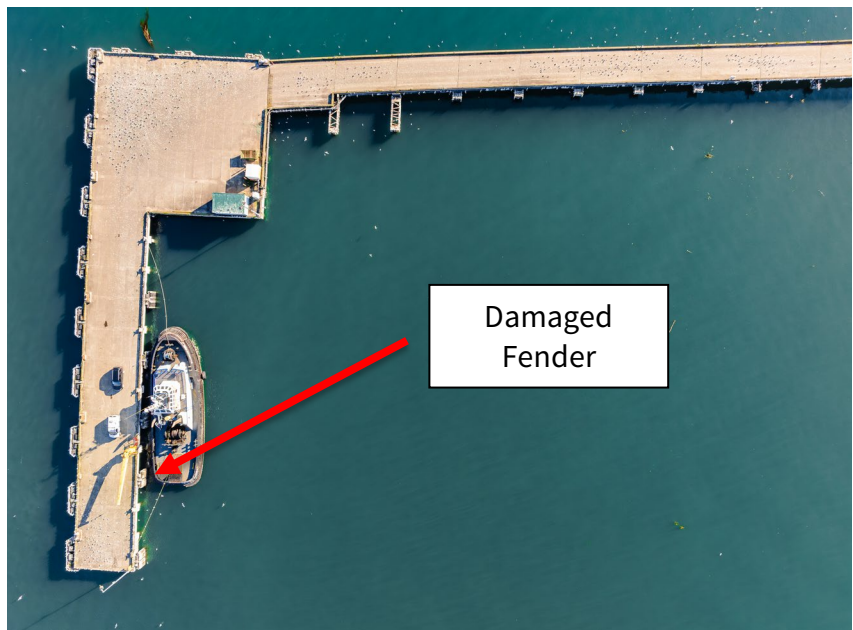


# MEMORANDUM

**Ordinance 25-34, An Ordinance of the City Council of Homer, Alaska Amending the FY25 Capital Budget by Appropriating \$45,500 from the Port Reserves Fund for the Purpose of Replacing a Fender on the Deep Water Dock and Authorizing Single-Source Procurement. City Manager/Port Director.**

**Item Type:** Back Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** March 25, 2025  
**From:** Bryan Hawkins, Port Director  
**Through:** Melissa Jacobsen, City Manager

The Deep Water Dock, built in 1990, has three berths for ships to moor and is designed for large vessels that are too big to utilize the Homer Small Boat Harbor. The dock's outer face measures 345 feet but can accommodate vessels up to 800 feet long by extending past the dock when moored. Offset fenders are crucial for protecting the Deep Water Dock and support piles from the weight and impact of large vessels mooring at the dock. These fenders are designed to absorb shock during docking operations and the inside berth fenders weigh approximately 30,000 lbs. The fender system is designed to slide overtop of two pin piles that are driven into the seafloor and then are bolted to the dock face with brackets. Between the fender and dock are large rubber shock absorbers to assist with potential impact that can occur when a ship arrives at the berth.



## Fender Damage and Cause

Port Maintenance discovered a damaged fender on the Deep Water Dock on the inside berth. Bolts that support the fender have corroded, and several timbers on the fender are damaged or broken.

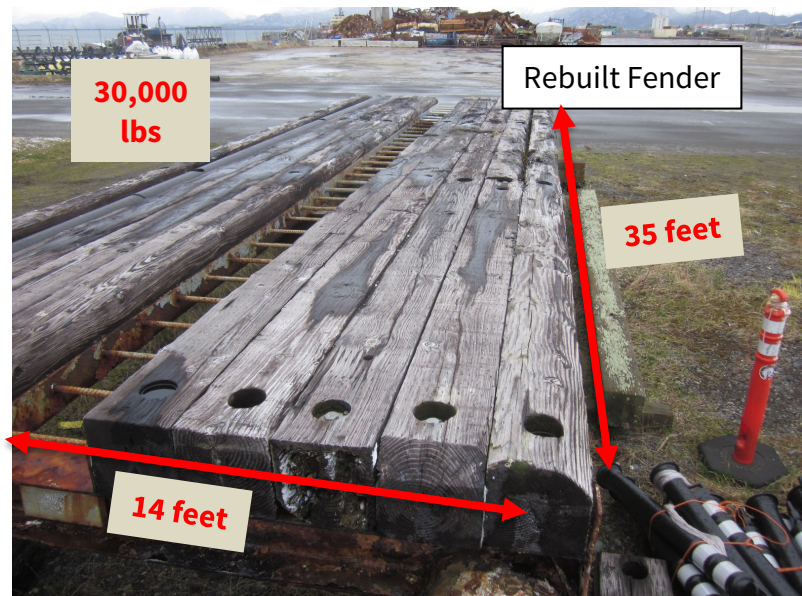
Staff also noted that the fender unit had dropped by six inches and appeared to just be hanging from the dock fasteners.

The issue was traced to old piling infrastructure left during the original construction of the Deep Water Dock which is protruding from the seafloor and interfering with this fender unit.

### Repair Plan

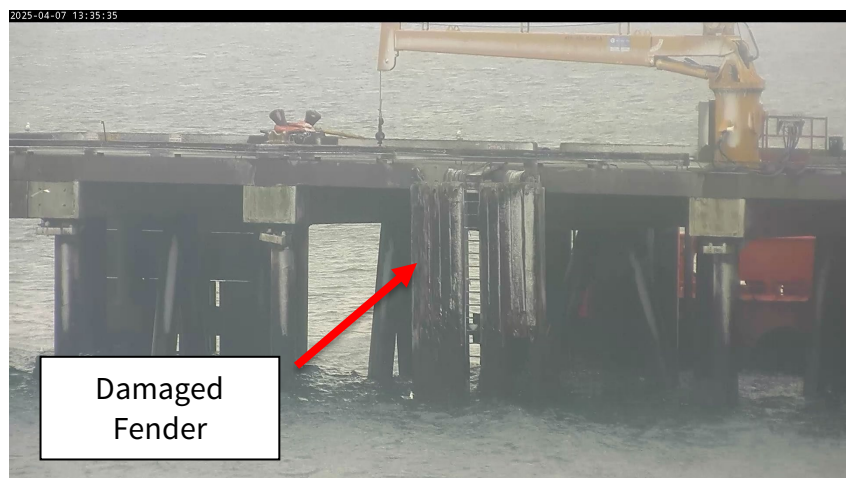
Fortunately, Port Maintenance has a rebuilt spare fender for the inside berth, saving costs. However, because of the physical size (14' wide, 35' long, and almost 30,000 lbs) specialized crew and equipment are needed for its installation.

- A mobile crane will be necessary to be positioned on the dock to lift and remove the current fender and replace it with the “ready-to-go” rebuilt fender.
- A diver will be required to cut off and remove the derelict piling that was left from the original installation of the deep water dock.
- Drill and epoxy new anchoring bolts into the dock face to secure the fender brackets to the dock.
- Once the dock is ready, the new fender will be installed and bolted into place with the assistance of the mobile crane.



### Request for Single-Source Contractor

Due to the specialized nature of this fender repair, it is crucial to hire Alaska Industrial Services, LLC, a contractor experienced in dock fender systems, underwater cutting, crane operations, and structural fastening. Their familiarity with this dock ensures repairs are done correctly and on time. Choosing single source



procurement ensures that the contractor will have the necessary tools, equipment, and expertise, eliminating the need for multiple contractors.

This repair plan to replace the dock fender will ensure the continued functionality of the inside berth for vessels using the Homer Port facility. Authorization of a single-source procurement will ensure the Deep Water Dock will be repaired correctly and timely to provide a fully operational fender.

**Recommendation:** Homer City Council approve Ordinance 25-34 amending the FY25 budget by allocating \$45,500 and authorizing single source procurement for the fender repair.

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**ORDINANCE 25-34**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE FY25 CAPITAL BUDGET BY APPROPRIATING  
\$45,500 FROM THE PORT RESERVES FUND FOR THE PURPOSE OF  
REPLACING A FENDER ON THE DEEP WATER DOCK AND  
AUTHORIZING SINGLE-SOURCE PROCUREMENT.

WHEREAS, The fenders on the Deep Water Dock (DWD) protect the dock's structure by absorbing the shock during docking operations to secure safe landings for vessels; and

WHEREAS, A misplaced piling from the original construction was cut off rather than removed; and

WHEREAS, One of the fenders on the DWD was damaged on the inside berth due to repeated contact with this misplaced piling at low tide; and

WHEREAS, If this fender goes unrepaired, it would mean no usage of the inside berth or access for vessels to utilize the crane, on the DWD; and

WHEREAS, Contracting Alaska Industrial Services, LLC, through single source procurement, is necessary for this repair as it requires specialized and familiar knowledge of the DWD, underwater cutting, mobile crane operations, and structural fastening; and

WHEREAS, Included with the total amount allocated is a 15% contingency for any unanticipated costs.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY25 Capital Budget by appropriating \$45,500 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	DWD Fender Repair	\$45,500

Section 2. This ordinance is a budget amendment only, is not of a permanent nature and is a non-code ordinance.



ENACTED BY THE CITY COUNCIL 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 Hearing:

Second Reading:

Effective Date:



# MEMORANDUM

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**Ordinance 25-35, An Ordinance of the City Council of Homer, Alaska, Amending the FY25 Capital Budget by Re-appropriating Alaska Department of Environmental Conservation (ADEC) Alaska Clean Water Action (ACWA) Grant Funds from the Beluga Slough Green Infrastructure Stormwater Treatment System Project to the Purchase of Hydroseeding Equipment. City Manager/Public Works Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** City Council  
**Date:** April 4, 2025  
**From:** Daniel Kort, Public Works Director  
**Through:** Melissa Jacobsen, City Manager

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- I. **Issue:** The purpose of this Memorandum is to request re-appropriation of the remaining ACWA Grant funds from the Beluga Slough Green Infrastructure Stormwater Management Project towards the purchase of a Hydroseeder.
- II. **Background:** Ordinance 24-67, requesting an additional \$100,000 from Homer Accelerated Roads and Trails Fund (HART) was postponed until the January 27, 2025 meeting so a more in-depth analysis of the status of the HART Fund could be conducted. After bidding of the construction project, a substitute Ordinance 24-67(S) was introduced for \$360,000 from HART Roads because the original \$100,000 was not sufficient to cover the cost of construction. Council did not pass this ordinance.

ADEC does not want to return the remaining grant balance of \$84,031.90 to the EPA, and has been lobbying the Public Works Department for ways to re-direct this grant money towards another stormwater effort. The City has expressed to ADEC that we do not have a current proposed project that could be completed prior to the deadline of June 30, 2025. It was at this time that ADEC offered up the opportunity to use this funding to purchase equipment that would be used to improve stormwater management.

It was expressed to ADEC that the Public Works Department has submitted a budget request as part of its capital request for the purchase of a hydroseeder to re-seed ditches after ditch maintenance was conducted. We explained to them that the current practice was to conduct ditching maintenance and leave the mineral soils exposed and wait for natural revegetation to re-seed the exposed soils from adjacent native plant life. This revegetation sometimes takes a

few years to get a good foothold, and in the meantime we experience some erosion of the mineral soils. The hydroseeded ditches will encourage swift revegetation of disturbed surfaces. It was further explained that the end result will have a greater effect in water quality improvement and erosion reduction than the original green infrastructure project.

A quote was provided in the amount of \$99,808. ADEC approved the use of the grant funds to purchase the equipment and additionally offered to supplement the grant in the amount of \$15,776.10 to cover the full purchase of the equipment.

- III. RECOMMENDATIONS:** That the City Council re-appropriate the remaining ACWA Grant funds from the Beluga Slough Green Infrastructure Stormwater Management Project to the purchase of a hydroseeder and accept the additional grant funds in the amount of \$15,776.10

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Public Works Director

**ORDINANCE 25-35**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE FY25 CAPITAL BUDGET BY ACCEPTING AN  
ADDITIONAL \$15,776.10 FROM ALASKA DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION'S (ADEC) ALASKA CLEAN  
WATER ACTIONS (ACWA) GRANT FUNDS AND REAPPROPRIATING  
EXISTING FUNDS FROM THE BELUGA SLOUGH GREEN  
INFRASTRUCTURE STORMWATER TREATMENT SYSTEM PROJECT  
TO THE PURCHASE OF A HYDROSEEDER.

WHEREAS, The ADEC administers the ACWA grant program that provides funding for  
projects that support local stewardship of clean waters; and

WHEREAS, Ordinance 24-67 requesting an additional \$100,000 from Homer Accelerated  
Roads and Trails Fund (HART) was postponed until the January 27, 2025 meeting for a deeper  
analysis of the status of the HART Fund; and

WHEREAS, A substitution Ordinance 24-67(S) for \$360,000 was proposed for  
introduction to replace Ordinance 24-67 after the project bid opening; and

WHEREAS, Ordinance 24-67 failed to pass; and

WHEREAS, The ADEC remained in contact with the Public Works Department asking the  
department to continue looking for ways to spend the remaining grant funds on stormwater  
improvements; and

WHEREAS, The ADEC offered the option of procurement of equipment related to  
stormwater treatment; and

WHEREAS, The Public Works Department had already submitted a FY26 Capital Budget  
request to purchase a Hydroseeder; and

WHEREAS, The updated cost estimate of \$99,808 exceed the remaining grant dollars  
available of \$84,031.90; and

WHEREAS, The ADEC approved the use of the grant funds to be re-directed to the purchase of the Hydroseeder and offered to supplement the shortfall of \$15,776.10 with other left over grant funds; and

WHEREAS, No City funds are required as a match to receive the additional ADEC ACWA Grant funding.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY25 Capital Budget by reappropriating \$84,031.90 from the ACWA Grant to the purchase of a Hydroseeder and acceptance of an additional \$15,776.10 of ACWA Grant money:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-7027	Reappropriated ACWA Grant	\$84,031.90

Section 2. The Homer City Council hereby amends the FY25 Capital Budget by accepting and appropriating an additional \$15,808 of ACWA Grant money:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-7027	Additional Funding ACWA Grant	\$15,776.10

Section 3. The total project cost for the purchase of a Hydroseeder is \$99,808 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-7027	Reappropriated ACWA Grant	\$84,031.90
151-7027	Additional Funding ACWA Grant	\$15,776.10

Section 4. The City Manager is authorized to execute the appropriate documents.

Section 5. This is a budget amendment ordinance, is temporary in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_ day of April, 2025.

CITY OF HOMER

\_\_\_\_\_  
RACHEL LORD, MAYOR

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83 ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

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89 YES:

90 NO:

91 ABSENT:

92 ABSTAIN:

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94 First Reading:

95 Public Hearing:

96 Second Reading:

97 Effective Date:



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

[citymanager@cityofhomer-ak.gov](mailto: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: April 23, 2025  
SUBJECT: City Manager's Report for April 28, 2025 Council Meeting

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### Resolution 25-016 Follow-Up

In March the City Council adopted Reso 25-016 giving staff the direction to petitioning the Alaska State Alcoholic Beverage Control Board to Issue Ten Additional Restaurant or Eating Place Licenses within the City. At the Alcoholic Beverage Control Board meeting public comments were taken and five additional Restaurant or Eating Place Licenses (REPL's) were granted. The City's process of advertising and conducting a public hearing was appreciated.

### Save the Date – HERC update!

The City of Homer is hosting a community informational meeting regarding the Homer Education and Recreation Center (HERC) on May 20, 2025 at 6pm. Special guests include staff from the State of Alaska Department of Environmental Conservation Brownfields Program, consultants from BGES – an environmental consulting firm hired by the state to conduct hazardous materials testing, and a facilitator from the Center for Creative Land Recycling. Join us at the Homer Public Library to discuss Brownfields, challenges, and what is happening now at the HERC. The presentation will begin at 6:15pm. Please send questions or comments to [planning@ci.homer.ak.us](mailto:planning@ci.homer.ak.us).

### Land Purchase North of Hornaday Park

In January, the Homer City Council unanimously approved the purchase of twenty acres north of Karen Hornaday Park. When the property came on the market, community members quickly stepped in to buy the land and hold it until the City was able to complete the property transaction process, securing the area for permanent public use. Through the current Comprehensive Plan process, it's clear the community supports greenspace and trails within the community and this purchase will increase outdoor recreation within walking distance to many residents. The City anticipates closing on the transaction in mid-May.

This new property adjoins the 38.3 acre Karen Hornaday Park and an additional 10-acre city owned property, creating the potential for nearly 70 acres of public lands with future hiking trails. To guide the planning of this enlarged recreation space, the City is in conversation with the Kachemak Heritage Land Trust on the possibility of applying for planning assistance with the Rivers, Trails, Conservation Assistance Program through the National Park Service. This program has been used several times in Homer, such as the design of the Kachemak Bay Water Trail, the lower end of Woodard Canyon with the Pratt Museum and other community members, with KHLT on the site planning for the Poopdeck Platt Community Trail and most



recently with the Homer Library on the western lot. Planning for high use trails that may cross private lands and traverse steep hillsides will benefit from the assistance provided by this free program. Stay tuned for future trail discussions if KHLT and the City are successful in the application for this program!

### **Camping at Hornaday Park**

This year's mild winter provided the opportunity for Parks and Public Works staff to do work in the Karen Hornaday Park Campground. Sightlines were opened throughout the campground by clearing and cutting back overgrown alders and cleaning up brush and opening up lovely views from all the campsites. A memo is attached to this report that identifies the many improvements. Efforts are in place to bring a Camp Host on to spend the summer at the park to help facilitate the soft opening of 20 campsites for the 2025 season.

### **Homer Volunteer Fire Department (HVFD)**

Last month the City Council held an off cycle worksession to discuss concerns that had been raised by citizens regarding turnover in department staff and volunteers, under budgeting for department plant and equipment, and the City's ISO rating. Attached to this report is department call volume for Homer, Kachemak City, KESA, and WESA responses over the last three years. Also included is a spreadsheet that includes a breakdown of runs per employee and per volunteer. For privacy reasons the names have been changed to numbers and you'll see some have served in both capacities. The chart is organized so instead of names; each employee or volunteer have the same number (employee # or volunteer #) over the course of 4 years.

I have drafted an RFP for evaluation services of the HVFD as was discussed that is attached for review and have also been in conversation with Robert Purcell very recently about conducting the evaluation locally. There are pluses and minuses for both options, so interested in feedback on Council's thoughts. Chief Kirko and I continue meet on a regular basis, fire fighter classes are underway, and the staff and volunteers continue their regular training. I was asked for a schedule or timeline for next steps, internal matters that are personnel related are being addressed in accordance with our personnel regulations. The next steps for the evaluation are in place, if we go out for RFP that will be put on the streets as soon as possible, and if the desire is to remain local, we'll need to make sure we are following proper procurement procedures and would start as soon as we're able.

### **City Manager Meetings and Events:**

- April 15<sup>th</sup> – Conversations with a Councilmember w/ Councilmember Parsons
- April 16<sup>th</sup> – Attended Kachemak City Council Meeting
- April 20<sup>th</sup> – Met with Dr. Tyler Haas re: HVFD Medical Director
- Budget meetings with Departments
- Ongoing weekly meetings with Departments, Mayor and Councilmembers, and City Attorney

### **Attachments:**

- AMCO Board Action Letter
- HERC Flyer
- Homer Foundation Quarterly Reports
- HVFD Run Volume 2022-2024
- HVFD Staff and Volunteer Annual Run Count spreadsheet
- HVFD Evaluation Draft RFP



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

April 16, 2025

City of Homer  
491 East Pioneer Ave  
Homer, AK 99603

Re: Petition for additional licenses under AS 04.11.405

Dear City of Homer,

At the April 15, 2025 meeting of the Alcoholic Beverage Control Board in Nome, Alaska, the board voted to approve the City of Homer's resolution to grant additional licenses. The City of Homer requested 10 additional licenses and the Alcoholic Beverage Control Board approved 5 additional Restaurant or Eating Place Licenses (REPLs) in accordance with AS 04.11.405. The board also stipulated that the licenses are immediately available for application.

Restaurant or Eating Place licenses allowed by population:	4
Restaurant or Eating Place licenses currently in the City of Homer:	15
New allowed limit of Restaurant or Eating Place licenses:	20

The Alcohol and Marijuana Control Office (AMCO) will update the numerical allowance of this license type within the City of Homer. In accordance with subsection (d), the board may not authorize additional Restaurant or Eating Place Licenses under this section until 2027. Please contact our office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristina Serezhenkov".

Kristina Serezhenkov  
Local Government Specialist  
Alcohol and Marijuana Control Office



# Homer Education and Recreation Center (HERC) Community Information Meeting

**MAY 20, 2025**  
**6 pm • Homer Public Library**  
**500 Hazel Avenue**

Send questions or comments to [planning@ci.homer.ak.us](mailto:planning@ci.homer.ak.us)



What are  
Brownfields?

---

What challenges  
are causing  
delays?

---

What is  
happening now?

---

**Doors open 6 pm**  
**Presentation 6:15 pm**

This meeting is hosted by  
the City of Homer  
with support from the  
Alaska Department of  
Environmental  
Conservation  
and BGES, Inc.

## 2024:

Homer (2500):

- EMS: 738
- Fire: 150

Kachemak City (2500K):

- EMS: 10
- Fire: 5

KESA:

- EMS: 4
- Fire: 8

WES:

- EMS: 0
- Fire: 8

## 2023:

Homer (2500):

- EMS: 628
- Fire: 123

Kachemak City (2500K):

- EMS: 24
- Fire: 7

KESA:

- EMS: 12
- Fire: 7

WES:

- EMS: 2
- Fire: 20

## 2022:

Homer (2500):

- EMS: 635
- Fire: 93

Kachemak City (2500K):

- EMS: 19
- Fire: 6

KESA:

- EMS: 10
- Fire: 7

WES:

- EMS: 1
- Fire: 13

Year	2021	2022	2023	2024
Employee 1	172	266	275	318
Employee 2	88			
Employee 3	65	101	107	94
Employee 4/Volunteer 58	127/0	57/0	0/1	0/124
Employee 5	209	199		
Employee 6/Volunteer 64	168/0	51/0	0/1	
Employee 7/Volunteer 50	203/0			
Employee 8/Volunteer 3	0/31	175/0	125	23
Employee 9/Volunteer 12	0/43	0/72	0/31	0/27
Employee 10/Volunteer 33		0/158	208/0	
Employee 11/Volunteer 31		0/111	160/0	59
Employee 12			144	188
Employee 13/Volunteer 14	0/127	0/239	16/0	
Employee 14/Volunteer 68			164/0	0/28
Employee 15/Volunteer 46		0/24	246/0	105/0
Employee 16			206	76
Employee 17				216
Employee 18				215
Employee 19/Volunteer 16	0/11	0/19	0/7	236
Employee 20				82
Employee 21/Volunteer 60			0/25	208/0

Volunteer 1	3			
Volunteer 2	6			
Volunteer 4	6	9		
Volunteer 5	10	10	11	8
Volunteer 6	17	19	29	50
Volunteer 7	1	23	2	1
Volunteer 8	11	3		
Volunteer 9	6	1		
Volunteer 10	4	4	2	
Volunteer 11	89	20		
Volunteer 13	3	11	10	10
Volunteer 15	98			
Volunteer 17	10			
Volunteer 18	15	26	23	30
Volunteer 19	13	1		
Volunteer 20	2			
Volunteer 21	4			
Volunteer 22	24	13	4	
Volunteer 23	24	15		
Volunteer 24	20	47	1	
Volunteer 25	138	15		
Volunteer 26	2	9		
Volunteer 27	2	7	2	

Volunteer 28	24	13	9	
Volunteer 29	6	11		
Volunteer 30	33			
Volunteer 32		14		
Volunteer 34		11	1	
Volunteer 35		17	19	14
Volunteer 36		12	11	
Volunteer 37		174	124	44
Volunteer 38		3		
Volunteer 39		2		
Volunteer 40		24		
Volunteer 41		46	3	
Volunteer 42		44	27	
Volunteer 43		2	1	
Volunteer 44		2	5	
Volunteer 45		9	7	18
Volunteer 47		19	2	
Volunteer 48		48	23	20
Volunteer 49		14	17	
Volunteer 50		15		
Volunteer 51			2	
Volunteer 52			11	
Volunteer 53			42	49
Volunteer 54			28	
Volunteer 55			3	
Volunteer 56			11	41
Volunteer 57			62	
Volunteer 59			59	
Volunteer 61			23	
Volunteer 62			33	2
Volunteer 63			3	27
Volunteer 65				10
Volunteer 66				1
Volunteer 67				4
Volunteer 68				28
Volunteer 68				2
<b>Total Annual Response Count</b>	<b>1815</b>	<b>2187</b>	<b>2326</b>	<b>2330</b>

**REQUEST FOR PROPOSAL**  
**By the City of Homer, Alaska**  
**Professional Services to Perform**  
**An Independent Evaluation of the Homer Volunteer Fire Department**

The City of Homer, Alaska is seeking proposals from qualified consultants or firms to conduct an independent, comprehensive evaluation of the Homer Volunteer Fire Department which consists of both career and volunteer 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 firm 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 City of Homer recognizes the critical role the Homer Volunteer Fire Department plays in ensuring the safety and well-being of our community. As a combination department comprised of both professional and volunteer personnel, the organization has long benefited from the dedication and service of its members. However, like many fire 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 evaluation of the fire department to assess 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 emergency services management.

This evaluation 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, and performance.

## **II. PROJECT OVERVIEW**

The primary goal of this evaluation is to identify strengths and areas for improvement, ensure best practices are being followed, and offer strategic recommendations that will support effective service



to the community now and into the future. The final deliverable will inform leadership, elected officials, and community stakeholders and serve as a roadmap for operational and structural enhancements.

### 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 representatives.
3. **Departmental Assessment Report**  
A comprehensive evaluation of the fire department, including analysis of:
  - Organizational structure and leadership
  - Staffing levels and deployment (volunteer and career)
  - Internal policies, procedures, and training
  - Operations and response capabilities
  - Equipment, apparatus, and facility conditions
  - Financial and budgetary practices
  - Compliance with applicable standards and regulations
  - Community needs and risk profile
4. **Benchmarking and Best Practices Review**  
Comparative analysis of the department against similar-sized combination departments and industry best practices (e.g., NFPA standards, ISO ratings, strategic staffing models).
5. **SWOT Analysis**  
A documented analysis of the department's strengths, weaknesses, opportunities, and threats.
6. **Community Needs Alignment**  
Assessment of current services and resources compared to identified and anticipated community risks and expectations.
7. **Recommendations Report**  
Clear, actionable recommendations prioritized by impact and feasibility, covering:
  - Operational improvements
  - Policy and procedural updates
  - Staffing models and recruitment strategies
  - Volunteer integration and support
  - Equipment and facility investments
  - Long-term strategic planning
8. **Executive Summary**  
A concise, non-technical summary suitable for presentation to elected officials, stakeholders, and the general public.

9. **Presentation of Findings**

At least one in-person or virtual presentation of key findings and recommendations to municipal leadership and fire department leadership.

10. **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](mailto: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](mailto: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 firm'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 firm. The letter shall be signed by a corporate officer or other individual who has the authority to bind the firm.

**B. Proposal Narrative:** The proposal narrative must provide the following information:

1. Specify in detail the firm's ability to fulfill the Scope of Work that has been outlined in this RFP, including any additional contractual requirements the firm 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 firm, 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 firm that will be performing the work for this project. This section will cover the project team/firm'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 firm'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 firm. 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:

<b>Proposed Contract, Work Plan, and Cost</b>	
• Company Overview and Qualifications	5 points
• Project Understanding and approach	10 points
• Work plan and timeline	10 points
• Qualifications, experience, and training of staff to be assigned to project.	30 points
• Record of past performance of Firm in similar, previous projects.	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
<b>Total Possible Points 100</b>	

### 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:

1. 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.
2. 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 firm 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	

General Fund  
Expenditure Report  
Actuals through March 2025  
75% Fiscal Year Elapsed

**Current Fiscal Analysis**

	FY25	FY25 YTD	
	ADOPTED	ACTUAL	
	BUDGET	\$	%
<b>Revenues</b>			
Property Taxes	\$ 4,225,672	\$ 5,317,370	126%
Sales and Use Taxes	9,296,032	6,998,389	75%
Permits and Licenses	41,723	33,727	81%
Fines and Forfeitures	8,381	2,582	31%
Intergovernmental	746,338	408,932	55%
Charges for Services	445,762	510,696	115%
Other Revenues	-	104,256	
Airport	202,406	172,986	85%
Operating Transfers	1,568,082	20,710	1%
<b>Total Revenues</b>	<b>\$ 16,534,397</b>	<b>\$ 13,556,629</b>	<b>82%</b>
<b>Expenditures &amp; Transfers</b>			
Administration	\$ 2,201,751	\$ 1,515,460	69%
Clerks/Council	942,104	577,842	61%
Planning	446,281	304,585	68%
Library	1,126,251	796,392	71%
Finance	948,850	606,719	64%
Fire	1,973,062	1,340,482	68%
Police	4,416,940	3,565,056	81%
Public Works	3,663,001	2,246,542	61%
Airport	239,580	168,841	70%
City Hall, HERC	190,449	118,943	62%
Non-Departmental	191,000	191,000	100%
Total Operating Expenditures	\$ 16,339,269	\$ 11,431,861	70%
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%
<b>Total Expenditures &amp; Transfers</b>	<b>\$ 16,534,397</b>	<b>\$ 11,431,861</b>	<b>69%</b>
<b>Net Revenues Over (Under) Expenditures</b>	<b>\$ 0</b>	<b>\$ 2,124,768</b>	

Water and Sewer Fund  
Expenditure Report  
Actuals through March 2025  
75% Fiscal Year Elapsed

**Current Fiscal Analysis**

	FY25 ADOPTED BUDGET	FY25 YTD ACTUAL	
		\$	%
<b><u>Revenues</u></b>			
Water Fund	\$ 2,494,551	\$ 1,894,771	76%
Sewer Fund	2,213,812	1,528,013	69%
<b>Total Revenues</b>	<b>\$ 4,708,362</b>	<b>\$ 3,422,785</b>	<b>73%</b>
<b><u>Expenditures &amp; Transfers</u></b>			
<b><u>Water</u></b>			
Administration	\$ 350,977	\$ 272,845	78%
Treatment Plant	726,654	495,605	68%
System Testing	36,000	24,148	67%
Pump Stations	123,793	65,690	53%
Distribution System	393,195	335,289	85%
Reservoir	19,191	8,753	46%
Meters	288,507	46,265	16%
Hydrants	214,868	146,000	68%
<b><u>Sewer</u></b>			
Administration	\$ 348,160	\$ 262,156	75%
Plant Operations	938,779	552,922	59%
System Testing	18,000	11,025	61%
Lift Stations	230,206	154,920	67%
Collection System	378,085	249,512	66%
<b>Total Operating Expenditures</b>	<b>\$ 4,066,415</b>	<b>\$ 2,625,130</b>	<b>65%</b>
<b>Transfer to Other Funds</b>			
Leave Cash Out	\$ 12,216	\$ -	0%
GF Admin Fees	-	-	0%
Other	15,597	-	0%
<b>Total Transfer to Other Funds</b>	<b>\$ 27,813</b>	<b>\$ -</b>	<b>0%</b>
<b>Transfers to CARMA</b>			
Water	\$ 325,376	\$ -	0%
Sewer	288,758	-	0%
<b>Total Transfer to CARMA Funds</b>	<b>\$ 614,134</b>	<b>\$ -</b>	<b>0%</b>
<b>Total Expenditures &amp; Transfers</b>	<b>\$ 4,708,362</b>	<b>\$ 2,625,130</b>	<b>56%</b>
<b>Net Revenues Over(Under) Expenditures</b>	<b>\$ 0</b>	<b>\$ 797,655</b>	



Port and Harbor Fund  
Expenditure Report  
Actuals through March 2025  
75% Fiscal Year Elapsed

**Current Fiscal Analysis**

	<b>FY25 ADOPTED BUDGET</b>	<b>FY25 YTD ACTUAL</b>	
		<b>\$</b>	<b>%</b>
<b><u>Revenues</u></b>			
Administration	\$ 640,736	\$ 610,819	95%
Harbor	4,045,337	3,575,038	88%
Pioneer Dock	302,106	227,928	75%
Fish Dock	578,477	492,397	85%
Deep Water Dock	188,651	189,962	101%
Outfall Line	4,800	4,800	100%
Fish Grinder	7,390	6,460	87%
Load and Launch Ramp	130,000	61,672	47%
<b>Total Revenues</b>	<b>\$ 5,897,497</b>	<b>\$ 5,169,076</b>	<b>88%</b>
<b><u>Expenditures &amp; Transfers</u></b>			
Administration	\$ 1,227,954	\$ 921,047	75%
Harbor	1,658,848	1,083,428	65%
Pioneer Dock	89,120	67,368	76%
Fish Dock	817,052	459,760	56%
Deep Water Dock	107,656	96,804	90%
Outfall Line	13,500	3,140	23%
Fish Grinder	45,150	17,325	38%
Harbor Maintenance	558,501	389,856	70%
Main Dock Maintenance	54,546	35,439	65%
Deep Water Dock Maintenance	65,046	38,662	59%
Load and Launch Ramp	141,549	90,607	64%
<b>Total Operating Expenditures</b>	<b>\$ 4,778,920</b>	<b>\$ 3,203,435</b>	<b>67%</b>
<b>Transfer to Other Funds</b>			
Leave Cash Out	\$ 49,513	\$ -	0%
GF Admin Fees	-	-	0%
Debt Service	0	-	0%
Other	380,573	-	0%
<b>Total Transfer to Other Funds</b>	<b>\$ 430,086</b>	<b>\$ -</b>	<b>0%</b>
<b>Transfers to Reserves</b>			
Harbor	\$ 688,491	\$ -	0%
Load and Launch Ramp	-	-	0%
<b>Total Transfer to Reserves</b>	<b>\$ 688,491</b>	<b>\$ -</b>	<b>0%</b>
<b>Total Expenditures &amp; Transfers</b>	<b>\$ 5,897,496</b>	<b>\$ 3,203,435</b>	<b>54%</b>
<b>Net Revenues Over(Under) Expenditures</b>	<b>\$ 0</b>	<b>\$ 1,965,641</b>	



# MEMORANDUM

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## **Request for Authorization to Allow the ADA Advisory Board to seek Recommendations on Possible Accessibility Options and Solutions for the Homer Harbor Floats.**

**Item Type:** Action  
**Prepared For:** Mayor Lord and City Council  
**Meeting Date:** April 28, 2025  
**From:** Renee Krause, ADA Coordinator  
**Through:** Melissa Jacobsen, City Manager

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### **Background**

At their November 14, 2024 regular meeting the ADA Advisory Board moved to submit a formal request to City Council for authorization to allow members to pursue information in regards to accessibility options for the Homer Harbor Float system.

Memorandum CC-25-010 was presented to the City Council at their regular meeting on January 13, 2025 requesting authorization to issue a Request for Information for ADA accessibility improvement conceptual design and approximate budget costs to assist in developing a ADA Accessibility Improvements Project for the Floats in the Homer Small Boat Harbor to include in the Capital Improvement Plan. No budget was requested with the exception of the advertising costs.

The intent is to advertise the Request for Information and send to various companies and organizations, such as design schools that may be interested in providing conceptual solutions to providing safe, reliable and alternative accessibility options in addition to the ADA compliant access that is currently offered within the Homer Harbor.

The Council referred the request back to the ADA Advisory Board for additional clarifying information and this was conducted at their February meeting and approved at their April 10, 2025 regular meeting.

### **Recommendation**

Approve and Authorize the City Manager to issue the proposed Request for Information for Homer Small Boat Harbor ADA Accessibility Improvements.

### **Attachments**

Memorandum CC-25-010  
Excerpt of City Council approved minutes for January 13, 2025  
Request for Information documents.



# AGENDA ITEM REPORT

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## **Request for Authorization to Allow the ADA Advisory Board to seek Recommendations on Possible Accessibility Options and Solutions for the Homer Harbor Floats.**

**Item Type:** Action  
**Prepared For:** Mayor Lord and City Council  
**Meeting Date:** January 2, 2025  
**From:** Renee Krause, ADA Coordinator  
**Through:** Melissa Jacobsen, City Manager

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### **Background**

In August 2023 Boardmember Lepley proposed and the ADA Advisory Board agreed to submit a new Capital Improvement Plan (CIP) project for an ADA Accessible Platform Lift/Elevator at Ramp 7 in the Homer Small Boat Harbor. This project was not included because it didn't address the extreme tidal and winter conditions that are experienced at the Homer Harbor. The ADA Advisory Board was recommended to work with Harbor personnel to refine the project and come up with alternatives that could provide the accessibility to the float system.

The ADA Advisory Board met with the Port Director and Deputy Harbormaster in May 2024 and discussed possible solutions and difficulties the Homer Harbor experiences that other ports and harbor don't. The Board continued to meet through September and worked to refine a CIP submission, however were unable to develop a proposal for the 2025-2030 CIP

At their November 14, 2024 regular meeting the ADA Advisory Board moved to submit a formal request to City Council for authorization to allow members to pursue information in regards to accessibility options for the Homer Harbor Float system.

### **Recommendation**

Approve request to authorize the members of the ADA Advisory Board to research options for accessibility solutions for the Homer Harbor Float System.

### **Attachments**

2023 Capital Improvement Plan Proposed Project  
Approved Minutes from the August 10, 2023 Meeting  
Approved Minutes from the May 9, 2024 Meeting  
Approved Minutes from the June 13, 2024 Meeting  
Approved Minutes from the August 8, 2024 Meeting  
Approved Minutes from the September 12, 2024 Meeting  
Unapproved Meeting Minutes for November 14, 2024



# City of Homer Capital Improvement Plan Project Nomination Form

## Project eligibility

- A. Does the proposed project represent a major, nonrecurring expense (\$25,000 or more for non-profit organizations; \$50,000 or more for government organizations)? ☒ YES ☐ NO
- B. Will the proposed project result in a fixed asset (e.g., land, major equipment, building or other structure, road or trail) with an anticipated life of at least two years? ☒ YES ☐ NO
- C. Will the project provide broad community benefit? ☒ YES ☐ NO

*If you were able to answer YES to all three questions, please provide the following additional information:*

ADA Advisory Board

Jim Lepley

Organization submitting the nomination form

Contact name

Contact phone number

1. Project title (Suggested heading in CIP):

ADA Accessible Platform Lift/Elevator Ramp 7 - Homer Small Boat Harbor

2. Project description and benefit. Describe the project in half a page or less, including specific features, stages of construction, etc. Explain how the project will benefit the Homer community.

This project would provide accessible access to the floating dock at Ramp 7 from the parking lot level during all tidal stage levels. Installation of the platform lift/elevator ramp system would provide safe, ADA access to one of Homer's premier assets - Kachemak Bay. It would benefit all who use the Harbor, workers, residents and visitors by providing ADA access no matter what the tide levels were for the day. It is believed that this addition to the Harbor would provide the highest level of amenities and a great source of pride for the community.

3. Plans and progress. Describe in one or two paragraphs what has been accomplished so far. This may include feasibility study, conceptual design, final design/engineering/permitting, fundraising activity, and total funds raised to date.

Two companies provide the equipment and provided conceptual design. It should be noted that the Canadian company has provided the Lift system at Pier 39 in San Fransisco.

Affordable Lifts 147 Mill Ridge Road, Suite 232 Lynchburg, VA 24502 (757)892-3665

Garaventa Lift 18920 36th Surrey BC Canada V3Z 0P6 (800)663-6556

4. Project cost:

A. TOTAL COST (including funds already secured) = \$ 100,000.00

B. For construction projects, break out preconstruction costs (feasibility/design/permitting):

Preconstruction costs = \$ 15,000.00 Construction costs = \$ 85,000.00

5. Timeline: Indicate when you hope to complete each phase of the project.

Summer 2024/2025

6. Attach a quality digitized photo, drawing, map, or other graphic image of your project with your nomination form submission.





Contact Us  1 800 663 6511 [Privacy - Terms](#)

**1. CALL TO ORDER, 5:00 P.M.**

Session 23-06 a Regular Meeting of the ADA Advisory Board was called to order by Vice Chair Joyanna Geisler at 5:06 p.m. on August 10, 2023 from the Cowles Council Chambers, City Hall, located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom webinar.

PRESENT: BOARD MEMBERS GEISLER, LEPLEY, PARSONS, SAFRA, THORSRUD

STAFF: ADA COORDINATOR KRAUSE, DEPUTY CITY CLERK PETTIT

**2. AGENDA APPROVAL**

PARSONS/SAFRA MOVED TO APPROVE THE AGENDA

There was brief discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

Pat Case, city resident, commented on the lack of auditory signal at the crossing lights on Sterling Highway. Pat noted that there are two crosswalks, and there is no auditory signal at either light, thus they cannot be considered ADA compliant. He also stated that the Poopdeck Trail is in "major need of a redo." He suggested putting that forward as one of the Capital Improvement Plan projects.

Fred Agee, city resident, praised the Board on how well of a job they do.

**4. RECONSIDERATION**

**5. APPROVAL OF THE MINUTES**

5. A. Unapproved Meeting Minutes

Unapproved Regular Meeting Minutes for July 13, 2023

LEPLEY/PARSONS MOVED TO APPROVE THE MINUTES.

There was no discussion on the motion to approve the minutes.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

6. A. Unapproved Meeting Minutes

Unapproved Regular Meeting Minutes for June 8, 2023



LEPLEY/PARSONS MOVED TO APPROVE THE MINUTES AS MODIFIED.

Mr. Parsons thanked the Clerk's office for correcting the section that Pat had mentioned. There was no other discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

**6. VISITORS/PRESENTATIONS**

**7. STAFF & COUNCIL REPORT(S)/COMMITTEE REPORT(S)**

**7. A. ADA Coordinator Report ADA 23-018**

ADA Coordinator Krause reviewed her report that was included in the packet. Ms. Krause informed the Board that building maintenance at the airport expects to start constructing the new ADA compliant restroom at the airport around September or October. Ms. Krause also noted that the China Poot personal use subsistence fishing was extended. She also let the Board know that trail site audits have been scheduled for next Thursday and Friday to finish, if needed. It was also stated that Board member Sorter turned in her resignation due to a family emergency.

**7. B. ADA Advocacy Efforts Report**

Board member Safra explained that she is still trying to meet with Brad at the Chamber in regards to an event to help create disability tourism in Homer. She's coordinated with Jan Knudson at the visitor center, but as it is, there's no working title for the event yet. The date will be set for some time in October. The chamber is still trying to decide whether it will be a luncheon or an evening mixer. Ms. Knudson has suggested the community church be the location for the event due to the fact that it's accessible. The goal of the event is to promote disability tourism in Homer, to create a section of the Homer Visitor's Guide for accessible businesses, and to also make businesses more accessible at an affordable cost. Ms. Safra also noted that Maggie Winston with the ILC will be giving a presentation about ableism.

There was brief discussion clarifying event details.

Board member Parsons issued a report on the ILC barbeque on July 26<sup>th</sup>. More than 50 people attended to enjoy lawn games and food. A highlight from the event was Pat Case leading about 20 people on a walk that went down the All Persons Trail. Pat then guided the group down Hazel Street to near the library where it crosses to the post office. There, the group had a long discussion about all the ADA absent or missing curb ramps, and how that affects people of all ages and abilities. Mr. Parsons noted that he's received word that Jan Keiser has asked engineering to take a critical look at

putting in a crosswalk and at least make a sharp right turn to reduce vehicular speed. Mr. Parsons stated that it was a fantastic advocacy event that led to direct action very quickly.

There was brief discussion.

**8. PUBLIC HEARING(S)**

**9. PENDING BUSINESS**

9. A. ADA Advisory Board Strategic Plan and Goals Draft v4 – Review and Approve  
Memorandum ADA 23-019

ADA Coordinator Krause noted that Chair Aderhold didn't recommend any further changes on the Strategic Plan, and opened the floor to anyone who had any changes or amendments to offer.

PARSONS/LEPLEY MOVED TO ADOPT THE STRATEGIC PLANS AND GOALS AND FORWARD TO CITY COUNCIL FOR APPROVAL

There was brief discussion from a few of the members thanking Ms. Krause for the changes that she had made. Board member Thorsrud inquired with Ms. Krause about how long it would ideally take to implement these changes. Ms. Krause informed Ms. Thorsrud that Title 21 will be re-written within the next six months or so. She added that the City is hoping to have draft building code within the next year or two.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

9. B. ADA Transition Plan for Facilities Update – Review and Adopt  
Memorandum ADA 23-020

ADA Coordinator Krause stated that Board member Aderhold has requested that the memorandum be forwarded to all commissions and the Library Advisory Board once approved by the Board and City Council. Ms. Aderhold also suggested to leave the group as a "Compliance Committee" in the first sentence under Self-Evaluation Process, or alternatively use the words "Advisory Board." Ms. Aderhold noted under the load and launch ramp to add in "Harbor" to designate where it's at. The last suggestion was to delete the "and" and capitalize the "T" to make it a sentence in the section that reads "and this building." Ms. Aderhold added another comment that the HERC 2 is "unoccupied and slated for demolition" rather than "used by Public Works Maintenance Staff."

Board member Thorsrud asked for clarification whether ADA issues for employees are covered separately. Ms. Krause informed her that was correct, they're similar but dependent upon what accommodations are necessary for the employees.

Vice Chair Geisler asked if the issue of training would be under “Implementation of the Training Plan.” Ms. Krause voiced that would be a good spot for it.

Mr. Parsons asked about 2019-2020 being struck through under “Baycrest Overlook” and whether that inferred that those dates were going to go away or that portions of it had been completed. Ms. Krause confirmed that portions of it had been completed, and that the completion of it was scheduled for this year. She reassured Mr. Parsons that the dates won’t be removed for historical purposes.

There were no further recommendations or questions.

PARSONS/LEPLEY MOVED TO ADOPT THE UPDATED FACILITIES TRANSITION PLAN AND FORWARD TO CITY COUNCIL FOR APPROVAL.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

9. C. ADA Transition Plan for Parks, Play Areas & Campgrounds – Review and Adopt  
Memorandum ADA 23-021

ADA Coordinator Krause proposed either postponing the matter to the October Regular Meeting or approving the memo with the ranking and the timeline dates. Mr. Parsons added that he would prefer the group wait in order to see what the rankings are and what the timeline is looking like. Ms. Krause noted that doing so will hold the Facilities Transition Plan due to the fact that she would like to present them together.

Ms. Krause then reviewed the recommendations from Ms. Aderhold. Ms. Geisler suggested to insert “remove the barrier” in line 154 and strike out “make is accessible.” Ms. Krause then reviewed the insertion of “and” before “developed” in line 160. Ms. Aderhold then suggested putting a space between lines 163 and 164, lines 167 and 168, and lines 178 and 179 to help delineate the paragraphs.

There was further discussion for some clarifications.

Mr. Parsons made a comment about universally designed picnic tables, Ms. Krause said she could address it and put in on the next agenda.

SAFRA/PARSONS MOVED TO POSTPONE THE ADA TRANSITION PLAN FOR PARKS, PLAY AREAS AND CAMPGROUNDS UNTIL THE BOARD RECEIVES THE REPORT.

There was no discussion.

VOTE: NON OBJECT: UNANIMOUS CONSENT

Motion carried.

9. D. City of Homer Draft 2024-2029 Capital Improvement Plan  
Memorandum from Special Projects & Communications Coordinator

Vice Chair Geisler introduced the item by reading the title and then the group discussed which projects each individual felt should receive the highest priority.

PARSONS/LEPLEY MOVED TO ASSIGN KAREN HORNADAY PARK PUBLIC RESTROOMS AS THE BOARD'S FIRST RECOMMENDATION, A COMBINATION OF REMOVING PARKING AND PAVEMENT ACCESSIBILITY BARRIERS AT CITY FACILITIES AND THE CITY HALL PARKING IMPROVEMENT AS THE BOARD'S SECOND RECOMMENDATION, AND THE FISHING LAGOON ACCESSIBILITY RAMP AND PLATFORM AS THE BOARD'S THIRD RECOMMENDATION.

There was no discussion.

VOTE: NON OBJECT: UNANIMOUS CONSENT

Motion carried.

There was brief discussion related to adding a barrier removal project at the library parking lot to the Capital Improvement Plan.

PARSONS/LEPLEY MOVED TO RECOMMEND INCLUSION OF THE REGRADE AND REPAVE HOMER PUBLIC LIBRARY PARKING IN THE CAPITAL IMPROVEMENT PLAN.

There was no discussion.

VOTE: NON OBJECT: UNANIMOUS CONSENT

Motion carried.

**10. NEW BUSINESS**

**11. INFORMATIONAL MATERIALS**

11. A. ADA Board Annual Calendar 2023

Mr. Lepley agreed to present at the next City Council Meeting on August 14, 2023.

PARSONS/LEPLEY MOVED TO HAVE A SPECIAL MEETING FOR THE ADA ADVISORY BOARD ON SEPTEMBER 7<sup>TH</sup> AT 5:00PM.

There was brief discussion.

VOTE: NON OBJECT: UNANIMOUS CONSENT

Motion carried.

- 11. B. City Manager's Report  
CM Report for July 24, 2023 City Council Meeting
- 11. C. City Newsletter 2023  
August Newsletter
- 11. D. Disaster Resilience Tool Kit

**12. COMMENTS OF THE AUDIENCE**

Pat Case, city resident, suggested that someone follow in regards to the public funding for the Fishing Hole that was on the Capital Improvement Plan last year. He also relayed some complaints to the Board about the dirt and lipping that is occurring on the Beluga Slough Trail, and how this presents a hazard for those using the trail.

**13. COMMENTS OF THE STAFF**

ADA Coordinator Krause addressed the comment from Mr. Case in regards to the funding for the Fishing Hole. She stated the Public Works looked into the funding and that three different designs were presented for the Fishing Hole. The City is now in the process of trying to work with the State and Fish & Game in hopes of receiving some federal grants and funding.

**14. COMMENTS OF THE MAYOR/COUNCIL MEMBER (If Present)**

**14. COMMENTS OF THE BOARD**

Board Member Thorsrud addressed Mr. Case in regards to the front Pioneer Avenue entrance to the University of Alaska Anchorage/Kenai Peninsula College. Maintenance with the college assured the Board that the school will need to get involved if anything is going to be done. Additionally, maintenance noted that the doors aren't designed for ADA compliance. Ms. Thorsrud thanked the Board, audience, and staff for a good meeting.

Board Member Safra thanked the Board and the staff, as well as thanking Pat Case for always attending meetings and providing his input.

Board Member Parsons thanked the Board, staff, and audience for a good meeting.

Vice Chair Geisler thanked everyone for a good meeting.

**15. ADJOURNMENT**

There being no further business to come before the Board, Vice Chair Geisler adjourned the meeting at 6:55 p.m. There will be a special meeting on September 7, 2023 at 5:00 p.m., and the next regular meeting is Thursday, October 12, 2023 at 5:00 p.m. All meetings are scheduled to be held in City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, 99603 and via Zoom webinar.



Zach Pettit, Deputy City Clerk I

Approved: Sept. 7, 2023

## **CALL TO ORDER**

Session 24-03 a Regular Meeting of the ADA Advisory Board was called to order by Acting Chair Christine Thorsrud at 4:04 p.m. on May 9, 2024 from the Cowles Council Chambers, City Hall, located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom webinar.

PRESENT: BOARD MEMBERS LEPLEY, PARSONS, THORSRUD, SAFRA, VENUTI

ABSENT: BOARD MEMBER GEISLER (EXCUSED)

STAFF: ADA COORDINATOR KRAUSE  
DEPUTY HARBORMASTER GLIDDEN  
PORT DIRECTOR HAWKINS

## **AGENDA APPROVAL**

VENUTI/LEPLEY MOVED TO APPROVE THE AGENDA AS PRESENTED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

Pat Case, city resident, commented on the Transition Plan regarding sidewalks and combining them within the Transition Plan. He believed it would be a bad idea and that they should stay with roads and believed that there is a lot of change regarding sidewalks in Homer and they should be kept separate.

## **RECONSIDERATION**

## **VISITORS/PRESENTATIONS**

## **APPROVAL OF THE MINUTES**

A. Unapproved Special Meeting Minutes for February 8, 2024

LEPLEY/VENUTI MOVED TO APPROVE THE MINUTES FOR FEBRUARY 8, 2024 AS PRESENTED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.



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

**A. ADA Training and Community Conversation Event Report - Boardmember Venuti**

Boardmember Venuti reported on the event that was conducted at the Kachemak Bay College Campus regarding hearing impaired and deaf etiquette and assistive technology availability. She noted the availability of closed captioning and assistive technology for city meetings and plans for upgrading the city's equipment in the near future. Ms. Venuti reported speaking with a gentleman regarding his experiences and related he reported having difficulties with voting as he was unsure where his ballot went.

Boardmember Safra expressed her appreciation that Boardmember Venuti attended. She then reported on the State level inability with regards to hearing impaired and assistive technology.

Boardmember Venuti responded to questions regarding new equipment that the city would be implementing. She then noted that she would be asking for a worksession on ADA by Council.

**B. Community Awareness on ADA Compliance Project Status Update Report**

Acting Chair Thorsrud commented on previous issues that were previously brought forward with the Kachemak Bay College Campus and local businesses.

Boardmember Venuti commented on the difficulty opening the lower lobby doors and local banking facilities.

Boardmember Safra commented that she is about ready to give up as she is finding it very difficult to get the interest of the Chamber to have a seminar on ADA compliance for the local businesses and the potential revenue that compliance and accessibility would bring to the business and community.

Discussion points made by Boardmembers included the following:

- Cruise Ships
- Possible outlets are a Letter to the Editor regarding accessibility;
- Airport improvements;
- Improvements at the College;
- Parking on the Spit
  - o Improvements and delineations
  - o Reducing the Speed Limit
  - o Crosswalks
  - o Safest place to walk in Homer
- Local businesses inaccessibility points

**C. Monthly ADA Coordinator Report - April/May 2024**  
Memorandum ADAB-24-003 from ADA Coordinator as backup

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

Ms. Krause reviewed Memorandum ADA-24-003 for the Board. She noted that Ordinance 24-21 was being introduced to re-appropriate funding for the Airport Terminal Sidewalk Replacement Project since other funding was used for the restroom project.

## **PUBLIC HEARING(S)**

### **PENDING BUSINESS**

- A. Capital Improvement Plan - ADA Harbor Ramp Lift Project  
Discussion with Port and Harbor Staff

Acting Chair Thorsrud introduced the item and deferred to Port Director Hawkins. Deputy Harbormaster Glidden was unable to stay for the meeting due to a prior commitment and left prior to this item on the agenda.

A project for a chair/person lift on a ramp in the small boat harbor to provide better accessibility was discussed in depth with difficulties noted, specifically the severe tides that are not typically experienced by other ports/harbors in most locations. Deputy Harbormaster Glidden has been researching the alternatives. The Board and Port Director shared ideas and will come back to a future meeting with some proposed solution to submit for the Capital Improvement Plan before September.

### **NEW BUSINESS**

- A. City Trail Transition Plan Appendix Draft  
Memorandum ADAB-24-004 from ADA Coordinator as backup.

Acting Chair Thorsrud introduced the item and deferred to Ms. Krause.

Ms. Krause reviewed the memorandum and noted that the Board did not review Karen Hornaday Park Trail or Calhoun Trail. She further requested assistance matching photos to the trails to pinpoint the issues identified as this will better assist the Parks Maintenance Coordinator in repair.

Boardmember Parsons offered to work with Ms. Krause on matching up the photos.

The Board agreed on the week of the June 17<sup>th</sup> being good for the majority to attend the Trails Site Audits and Ms. Krause will coordinate with Parks Maintenance Coordinator.

Further discussion ensued on the viability of performing a Site Audit for the Karen Hornaday Park Trail but that it would be extremely difficult to bring that perimeter trail into compliance with the steep slope and Ms. Krause noted that the City has a minimum amount of trails that are maintained and

while there are currently no adopted, mandatory regulations requiring the city to have ADA accessible trails it is requested that there should be a percentage that are accessible.

The Board agreed by consensus to remove that trail from the audit and added the upper Poopdeck Trail since that was a heavily used public trail.

**B. Amending the Meeting Time to Fill Vacancy on the Board**

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

Ms. Krause reviewed her memorandum and reported that at the end of the last meeting it was noted that this subject could be brought forward if there were no applicants over the next several weeks since it was indicated that there were some interested people. The Clerk's Office has received no applications and believes this is because of the meeting time. While it may be advantageous to have an earlier meeting time for some of the members on the Board, it does not allow members of the working demographic to participate or those with young families. She was requesting the Board to consider the time change in order to attract applicants.

The Board weighed in on the amendment of the meeting time from 4:00 p.m. to 5:00 p.m. with a split in the preference. Boardmember Venuti did not want to keep staff past 5:00 p.m. due to the workload.

Boardmember Lepley preferred the earlier time but could meet at the later time as well.

Boardmember Parsons expressed preference for the later meeting time due to his children getting out of school later today noting it was difficult getting to this meeting only five minutes late.

Boardmember Safra commented that if the meeting time was amended they might get applications from the demographic that represents families with children or younger persons which would be a benefit to the work of the Board.

The Board agreed by consensus to postpone this item to the next meeting.

**INFORMATIONAL MATERIALS**

A. City of Homer Newsletter for April 2024

B. City Manager's Report for City Council April 22, 2024

**COMMENTS OF THE AUDIENCE**

Pat Case, city resident, blessed Port Director Hawkins' grant application. He then said that he would like to recruit on behalf of the ADA Advisory Board to fill their vacancy after declining to apply for the vacancy himself stating that he has more freedom attending the meetings as a member of the public.

Mr. Case reported that the HAP Loop project has been passed and noted that a cross walk at SVT to Ben Walters Sidewalk and at Lake Street are needed.

**COMMENTS OF THE STAFF**

**COMMENTS OF THE BOARD**

Boardmember Safra welcomed Boardmember Venuti and thanked Mr. Case for always attending the meetings.

Boardmember Lepley expressed his appreciation and thanked Port Director Hawkins for attending the meeting and working with them on presenting a project that will be able to fit the Homer Harbor and that will be able to showcase in the Chambers welcome information.

Boardmember Thorsrud expressed her appreciation for everyone's work and efforts.

Boardmember Parsons expressed his thanks for everyone's work and Port Director Hawkins for taking the Board's efforts seriously on the accessibility project and bringing information to them.

**ADJOURNMENT**

There being no further business to come before the Board, Acting Chair Thorsrud adjourned the meeting at 5:42 p.m. The next regular meeting is Thursday, June 13, 2024 at 4:00 p.m. All meetings are scheduled to be held in City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, 99603 and via Zoom webinar.

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RENEE KRAUSE, MMC, ACTING CITY CLERK

Approved:\_\_\_\_\_

## **CALL TO ORDER**

Session 24-04 a Regular Meeting of the ADA Advisory Board was called to order by Chair Christine Thorsrud at 4:00 p.m. on June 13, 2024 from the Cowles Council Chambers, City Hall, located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom webinar.

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

ABSENT: BOARD MEMBER GEISLER (EXCUSED)

STAFF: ADA COORDINATOR KRAUSE, PARKS MAINTENANCE COORDINATOR FELICE

## **AGENDA APPROVAL**

SAFRA/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

Pat Case, city resident, welcomed Mr. O'Brien and reported that he did contact the High School counselor and she was going to put a list of potential interested candidates together so the next time there was a vacancy they may already have a list to select from.

## **RECONSIDERATION**

## **VISITORS/PRESENTATIONS**

## **APPROVAL OF THE MINUTES**

A. Unapproved Special Meeting Minutes for May 9, 2024

VENUTI/LEPLEY MOVED TO ACCEPT THE MINUTES FOR MAY 09, 2024 AND INCLUDE IN THE RECORD.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

A. Monthly ADA Coordinator Report - June 2024

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

Ms. Krause noted that there was not much to report and provided an update on the Airport Sidewalk Replacement Project, the Resolution to award the work will be on the June 17, 2024 Special Meeting agenda for approval.

B. Quarterly Public Works Director Update

Chad Felice, Parks Maintenance Coordinator reported that he was attending the meeting to provide a report on projects that are ADA related. Public Works Director Kort was currently starting his vacation. He noted that they are currently in the process to put a project scope of work together to issue the bid packet and the final designs for the Bayview Park project to put it out to bid.

Chair Thorsrud inquired if there was any problems, concerns with communications or working with the Board or ADA issues.

Mr. Felice responded that there were no concerns at this time and if any questions he usually spoke with Ms. Krause as the city's ADA Coordinator or Councilmember Aderhold but now that he has met the other members and Council member Venuti he feels comfortable reaching out to the Board if needed.

**PUBLIC HEARING(S)**

**PENDING BUSINESS**

A. Trail Site Audits

Ms. Krause explained the actions requested from the Board regarding performance of the trails site audits for Calhoun and Upper Poopdeck and was requesting feedback on availability of members for next week. After a brief discussion by Board members it was determined the Tuesday, June 18<sup>th</sup> from 9-noon starting at Upper Poopdeck worked best for the majority of the members that were interested in taking part in the activity.

Mr. Felice confirmed that he will pick up copies of the paperwork from Ms. Krause.

Boardmember Safra volunteered to take the photos and Boardmember O'Brien offered to take the notes.

Boardmember Parsons noted on the draft trails transition plan, the slopes are in percentage and degrees and it would be preferred to have it all in percentages. He reported that the Lower Lucky Shot Trail has some pretty steep slopes.

Mr. Felice reported that he would contact Aaron Yeaton, GIS Technician at Public Works who has an electronic device that can determine the slopes and cross slopes.

Boardmember Safra advocated for more than what was required when it came to amenities such as picnic tables or benches. She explained that they could do better by providing more than the requirement.

## B. Capital Improvement Plan Projects Discussion

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

Ms. Krause explained that these are the ADA related projects for the upcoming Capital Improvement Plan and the Board is being requested to review and make sure the language and description is appropriate.

There were no comments on the projects included in the packet.

Discussion by the Board covered the following:

- Chair Lift for the Small Boat Harbor; and
- Contacting the State Congressional representatives on what they could propose to facilitate the transfer of those with mobility issues to the floats; and
- Having Port & Harbor make access a priority issue; and
- Costs for the projects should not make the City hesitate to ask for the appropriation; and
- Various options that could be employed to make the harbor more accessible since they are considering to expand the Harbor.

This will be an ongoing subject for the Board's consideration and may be on future agendas.

## NEW BUSINESS

### A. Chair and Vice Chair Elections

Acting Chair Thorsrud introduced the item by reading of the title and deferred to Ms. Krause.

Ms. Krause explained the process that the Clerk's Office has used over the years and noted that the office of Vice Chair is filled first then the Office of Chair. She noted that a second is not required and members can nominate themselves if desired.

Acting Chair Thorsrud called for nominations for vice chair.

Board member Venuti nominated Board member Lepley.

Boardmember Lepley responded that he was willing but would be out of town for several meetings attending via Zoom.

Hearing no further nominations Acting Chair Thorsrud closed the nominations.



Boardmember Lepley was congratulated on his election to the Vice Chair and then opened the floor for nominations of Chair.

Boardmember Parsons nominated Boardmember Venuti.

Boardmember Venuti declined stating that she would like to remain as a member, will report at the Council meetings but did not want to sit as chair.

Boardmember Venuti nominated Boardmember Thorsrud noting that she conducted the last two meetings and did very well.

Boardmember Thorsrud questioned Boardmember Parsons if Boardmember Geisler would serve as chair if she were nominated.

Ms. Krause responded that Ms. Geisler would decline the nomination if she was present and Boardmember Parsons concurred.

Vice Chair Lepley hearing no further nominations closed nominations and congratulated Ms. Thorsrud turning the meeting back over to Chair Thorsrud.

## **INFORMATIONAL MATERIALS**

- A. 2024 Annual Calendar
- B. City Manager's Report for June 10, 2024 City Council Meeting

Boardmember Parson stated that he was interested in a Spit parking update; having free parking in the area between the Seafarer's Memorial and the boardwalk, and accessible parking equity issues regarding paying to park even for accessible parking, stating there are not many free spaces and it may be worth having a discussion.

## **COMMENTS OF THE AUDIENCE**

Pat Case, city resident, commented on culture, ask the question, "How can we do it better?" He wanted to comment on crosswalks, since sidewalks and benches are being addressed, noting Heath Street was in design, and the benefits of creating a crosswalk from the Post Office to the Library would be a safety factor for pedestrians and he wanted assurance that it is included in the project. He then commented on the East End Road and Lake Street crosswalks, which are state owned and maintained roads but noted a discussion he had with Department of Transportation and the grant that they may have funding through that grant. Mr. Case believed he may need a resolution of support from the Board and Council but will let them know.

### **COMMENTS OF THE STAFF**

Parks Maintenance Coordinator Felice expressed his appreciation for the Board and if they needed anything in the future just let him know or let Renee know and she can forward the request to him.

ADA Coordinator Krause thanked everyone for a great meeting and welcomed Boardmember O'Brien.

### **COMMENTS OF THE BOARD**

Boardmember Parsons commented that he was a member of the Kenai Peninsula Borough Safety Committee and noted the recent meetings, another public meeting is scheduled for September, the Homer Culture and when to schedule meetings. He mentioned that they were seeking members of the public to be actively engaged with the group and he did submit Mr. Case's name. Mr. Parson's reported that a former city planner Beth McKibben is chairing the group so she is really familiar with Homer.

Boardmember Lepley welcomed Boardmember O'Brien and expressed his appreciation for the confidence in being nominated for Vice Chair.

Boardmember O'Brien thanked everyone and asked questions regarding taking notes during the audits on Tuesday.

Ms. Krause responded that she will provide the forms and tools needed and Mr. Felice will pick them up.

Boardmember Safra expressed her appreciation to Mr. Case stating that he inspires her for all he does and he is not a member of the Board per se, but he has attended every meeting since she has been appointed, so Thank you. She then welcomed Boardmember O'Brien and congratulated Boardmembers Thorsrud and Lepley stepping up and taking on the leadership. Ms. Safra expressed looking forward to working with Mr. Felice and working with the other Boardmembers on the trail audits next week.

### **ADJOURNMENT**

There being no further business to come before the Board, Chair Thorsrud adjourned the meeting at 5:42 p.m. The next regular meeting is Thursday, July 11, 2024 at 4:00 p.m. All meetings are scheduled to be held in City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, 99603 and via Zoom webinar.

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RENEE KRAUSE, MMC, ACTING CITY CLERK

Approved:\_\_\_\_\_

## **CALL TO ORDER**

Session 24-04 a Regular Meeting of the ADA Advisory Board was called to order by Chair Christine Thorsrud at 4:00 p.m. on August 8, 2024 from the Cowles Council Chambers, City Hall, located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom webinar.

PRESENT: BOARD MEMBERS LEPLEY, PARSONS, THORSRUD, VENUTI, O'BRIEN, GEISLER

ABSENT: BOARDMEMBER SAFRA (EXCUSED)

STAFF: CITY CLERK/ADA COORDINATOR KRAUSE  
SPECIAL PROJECTS & COMMUNICATIONS COORDINATOR CARROLL

## **AGENDA APPROVAL**

VENUTI/LEPLEY MOVED TO APPROVE THE AGENDA AS PRESENTED

There was no discussion.

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 July 11, 2024

LEPLEY/VENUTI MOVED TO ACCEPT THE MINUTES FOR JULY 11, 2024.

There was a brief recess to allow members to read the minutes that were provided in the supplemental packet.

Chair Thorsrud called the meeting back to order and asked if there was any changes or corrections to the minutes. None were offered.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

### **A. Monthly ADA Coordinator Report – August 2024**

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

Ms. Krause provided clarification on the omission of the Harbor Access Project was staff was unavailable to attend the meeting, the trail transition plan is on hold at this time due to the lack of time to devote to the final drafting of the document. Hopefully by the first of October they will be fully staffed again in the Clerk's Office.

Ms. Krause facilitated a brief discussion on locations that available positions with the city are advertised noting that it was handled by the Personnel Director and topics for the joint worksession with City Council that the ADA Board would like to have Council direction or input on.

## **PUBLIC HEARING(S)**

### **PENDING BUSINESS**

#### **A. Nick Dudiak Lagoon Ramp and Fishing Platform Funding**

Ms. Krause provided her report and the Board discussed the following:

- advocacy and how to promote the project to get more awareness
  - o Funding is limited since there is no boat access so applicable grants that were thought to be applicable are not.
  - o Candidate support for upcoming elections
  - o Bringing the issue forward to the Assembly representative
  - o Tourism
- It would be beneficial to have the City Lobbyist work on House Bill 287 for the next legislative session.
- How does the Homer Harbor Expansion Project affect the Fishing Lagoon
  - o The City will probably review the impacts and how this would affect the lagoon
  - o Corps of Engineers may review the effects
- How would that project effect Accessibility and ADA Compliance
- Data collection on sport fishing from Alaska Department of Fish & Game

## **NEW BUSINESS**

### **A. Joint Worksession with City Council Topics for Discussion**

The Board discussed at length and determined the following topics should be submitted for the Joint Worksession with City Council:

- Homer Harbor Accessible Ramp Project – Request for Proposals
- Authorize ADA Board to work with the Port & Harbor Staff to perform research access availability

- issue a challenge to college engineering departments or other entities that could provide ADA access solutions
- Include the Harbor Lift project in the Capital Improvement Plan
- City to embrace above and beyond ADA regulations and or compliance
  - How we discuss ADA regulations to include all ages and abilities
    - Such as picnic tables should ALL be accessible
- Public Transit with City Funds or Match
- Heath Street Renovation Project Status
- Ownership and Renovation of Pioneer Avenue into a walkable pedestrian friendly environment

B. Accessible/Disabled Parking on the Homer Spit

Memorandum CC-24-150 from Councilmembers Lord and Aderhold

Chair Thorsrud announced the topic and requested input from Ms. Krause

Ms. Krause reviewed the memorandum and the requested actions from the Board.

Discussion ensued on the following:

- Two schools of thinking
  - Accessible parking should be free no matter where its located
  - Accessible parking should be available but not necessarily free in a paid parking lot
- Tone of response when filing a complaint with the Harbor
  - Form letter distributed to complainant
- Failure to keep accessible parking spots available
  - Work around to being able to park in those spaces
  - No way to adequately police the parking spaces
- Parking on the Spit in the summer is horrendous
- All shops/Boardwalks are required to have accessible parking
- Enforcement
- Examples of Accessible Parking at large public venues, theme park, etc.
- Have more than the required accessible parking spots

## INFORMATIONAL MATERIALS

- A. 2024 Annual Calendar
- B. City Manager's Report for July 22, 2024 City Council Meeting

## COMMENTS OF THE AUDIENCE

## COMMENTS OF THE STAFF

## COMMENTS OF THE BOARD

Boardmember Parsons expressed that they had some really good topics to dig into and it was a long meeting but great.

Boardmember Geisler commented that it was a good meeting and noted that they have some work to do hoping that they “stick to their issues” as “guns” may get them in trouble. She noted that she comments frequently to people over the last couple of years that this is the most productive and great use of their time, wonderful individual members that she enjoys working with and regardless of her role. She appreciates working with everyone.

Boardmember Venuti commented being proud of Kristin Faulkner winning two gold medals at the Olympics and viewing a lot of young kids on bicycles. She added comments regarding interest in availability of homes in Homer, bicycle trails. Ms. Venuti congratulated Renee on moving into the City Clerk position and maintaining the ADA Board and will remind everyone to be mindful of staff time as she does a lot for us.

Boardmember O’Brien confirmed the date and time for the Joint Worksession with Council and the Special Meeting for the ADA Board.

Boardmember Lepley commented on the proposed CIP project and noted that the Port & Harbor Commission is a force to be reckon with and it may be expensive but it shouldn’t be millions of dollars but believe that it could be accomplished if we put our minds together and think about it.

## ADJOURNMENT

There being no further business to come before the Board, Chair Thorsrud adjourned the meeting at 5:40 p.m. The next regular meeting is Thursday, October 18, 2024 at 4:00 p.m. A Special Meeting is scheduled for Thursday, September 12, 2024 at 5:00 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.

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RENEE KRAUSE, MMC, CITY CLERK

Approved:\_\_\_\_\_

## **CALL TO ORDER**

Session 24-06 a Special Meeting of the ADA Advisory Board was called to order by Chair Christine Thorsrud at 4:00 p.m. on September 12 2024 from the Cowles Council Chambers, City Hall, located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom webinar.

PRESENT: BOARD MEMBERS PARSONS, THORSRUD, VENUTI, O'BRIEN, GEISLER

ABSENT: BOARDMEMBERS LEPLEY, SAFRA (EXCUSED)

STAFF: CITY CLERK/ADA COORDINATOR KRAUSE

## **AGENDA APPROVAL**

VENUTI/GEISLER MOVED TO APPROVE THE AGENDA AS PRESENTED

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

Pat Case, city resident, commented on the Transportation Plan and requested the Board to prioritize this plan, claiming that in his opinion the first submittal was not suitable and addressed the important things the community desired. He then announced that the audible signals were installed and Homer is finally entering into the 21<sup>st</sup> century.

## **RECONSIDERATION**

### **VISITORS/PRESENTATIONS**

Comprehensive Plan Update and Survey Review - Shelly Wade Agnew::Beck Consulting

Ms. Wade introduced herself and provided a summary background of the project and company.

Ms. Wade presented on the updated timeline, survey results and facilitated discussion on the following:

- Growth scenarios
- Early January first draft document
- March Final Draft document
- Phase 2 encompasses the Title 21 Zoning Code Update



- Timeline was shifted by three months to allow for preparation of the different scenarios

## **APPROVAL OF THE MINUTES**

- A. Unapproved Regular Meeting Minutes for August 8, 2024

GEISLER/VENUTI MOVED TO APPROVE THE MINUTES FOR AUGUST 8, 2024

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

- A. Monthly ADA Coordinator Report – September 2024

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

Ms. Krause reported on the Site Audit conducted by the State on the Homer Airport and will provide an update on that with the Board when received.

## **PUBLIC HEARING(S)**

## **PENDING BUSINESS**

- A. Capital Improvement Plan Proposed Project 2026-2031 CIP Draft -  
Accessible Passenger Elevator/Gangway for the Homer Harbor

Chair Thorsrud introduced the topic by reading the title and defer to Boardmember Lepley to open the discussion.

Port Director Hawkins and Deputy Harbormaster Glidden attended the meeting and facilitated discussion on possible solutions and shared an information sheet on a piece of equipment that may offer a solution called the Super Trac noting that the device is an option that would be usable for Ramp #3, cost is \$25,000 and will still require Staff Assistance to use.

Port Director Hawkins reported on the upcoming Port Conference in October and will be connecting with other cities to see if they can provide possible solutions. He then noted that a grant has been applied for to redo the float systems, in the project is replacement of Ramps 1-2, 4-6-7-8 and Federal Requirement is 88 feet for replacement so those new ramps. He will look into accessible options if any are available.

Board members expressed appreciation for the continued efforts of the Harbor Staff.

B. Accessible Parking on the Homer Spit

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

Ms. Krause reviewed the 'parking requirements and facilitated discussion on parking on the spit, accessible parking at various boardwalks and that the city did not control all the areas. Some of the areas were the land owners, and or the state.

Port Director Hawkins responded to current policy and processes were entirely within requirements and the difficulty in maintaining "free" accessible spots and how people are getting around paying so they charge everyone.

**NEW BUSINESS**

A. Transportation Plan – Review and Comment

Memorandum ADAB-24-021 from Community Development Director as backup.

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

Ms. Krause reviewed the memorandum in the packet and requested input from the Board on recommendations to City Council. She facilitated discussion on the following:

- Additional time to fully review the document
- A few language choices that could be amended
- There are many next steps or items to be developed but no direction as to how or who is to make sure those are done such as staff, department or even a task force to oversee that those items are developed.
  - o Develop a traffic calming program.
  - o Develop a Complete Streets – All Ages Policy
- Wayfinding should be included within the action plan

**INFORMATIONAL MATERIALS**

A. 2024 Annual Calendar

B. City Manager's Report for September 9, 2024 City Council Meeting

There was brief discussion on the Library Grant received, Hazard Mitigation meeting with staff.

**COMMENTS OF THE AUDIENCE**

**COMMENTS OF THE STAFF**

Julie Engebretsen reported on the information provided at the meeting held at the college and hoped that Boardmember Parsons was able to answer any questions.

Boardmember Parsons stated that the Board is passing with a recommendation to create the Task Force or Committee to address the items in the plan that are action items.

### **COMMENTS OF THE BOARD**

Boardmember Parsons commented on the path forward and working with the Harbor on parking.

Chair Thorsrud expressed her appreciation for everyone work.

Boardmember Venuti appreciated the meeting and will provide a report to Council on their discussion at this table.

### **ADJOURNMENT**

There being no further business to come before the Board, Chair Thorsrud adjourned the meeting at 5:57 p.m. The next regular meeting is Thursday, October 10, 2024 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.

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RENEE KRAUSE, MMC, CITY CLERK/  
ADA COORDINATOR

Approved: \_\_\_\_\_



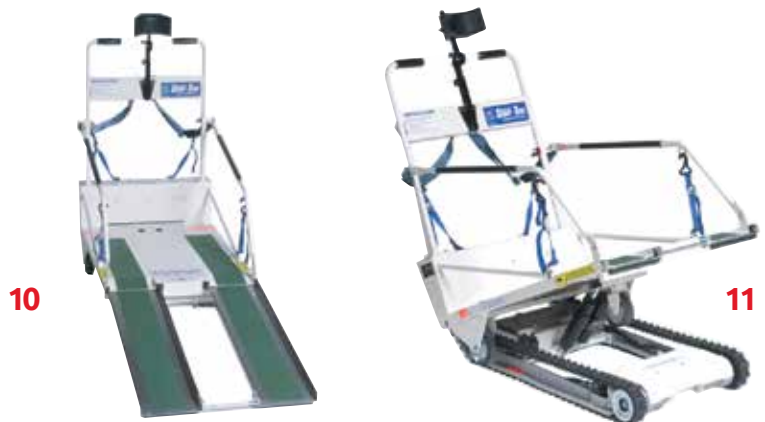
# Super Trac

Portable Inclined Platform Wheelchair Lift

# Technical Information

## System

1. **Headrest**  
Adjustable for passenger comfort.
2. **Control Panel**  
Simple operating controls include a battery charge indicator and a key switch to prevent unauthorized use.
3. **Battery Powered**  
Power is provided by 24 volt rechargeable battery pack for complete portability. Includes automatic battery charger.
4. **Wheelchair Tie-Down Straps**  
Wheelchair is securely attached to platform with 4 adjustable tie-down straps.
5. **Platform**  
Large platform accommodates virtually any wheelchair including electric models and sports chairs.
6. **Parking Brake**  
Electrically activated parking brake ensures stability during boarding.
7. **Tracks**  
Rubber tracks are steel-reinforced to ensure strength and durability. The unique tread design grips all types of stairs.
8. **Auxiliary Wheels**  
Large wheels allow easy travel across landings and between flights of stairs.
9. **Seatbelt**  
Electrically interlocked seatbelt provides additional passenger security. Super-Trac will not operate unless seatbelt is fastened.
10. **Loading Ramp**  
An integrated loading ramp with non-skid surface makes wheelchair boarding easy.
11. **Hydraulic Tilt**  
A powerful hydraulic piston tilts the wheelchair platform position for travel on the stairs.



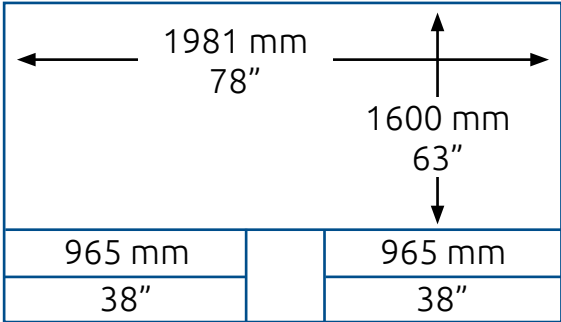
# Specifications & Dimensions

## Specifications

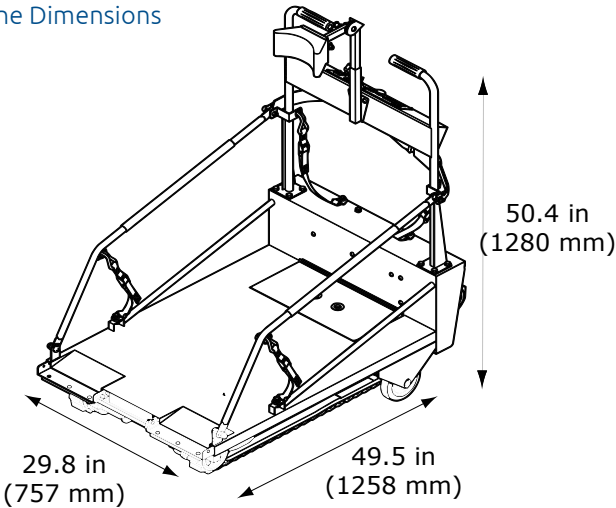
Max Capacity	440 lbs/200kgs	Brake	Fail-safe Electromagnetic
Max Stair Angle	35°	Weight	253 lbs (115 kgs)
Power	Sealed Batteries 24 V	Speed Up	21.4 ft (6.5 m) / min
Charging	Automatic 110/220 VAC	Speed Down	34.7 ft (10.6 m) / min

## Dimensions

Stair Turnback Dimensions



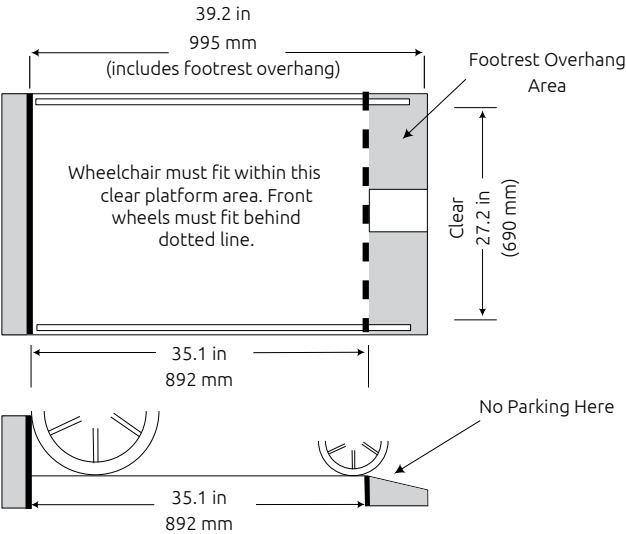
Machine Dimensions



## Benefits

- Instant accessibility solution
- Economical compared to elevators and custom designed wheelchair lifts
- Requires no building renovations, no installation permits or licenses
- No permanent impact on stairway egress width
- A single unit provides access into many buildings
- Easily stored in a secure area when not in use
- Requires minimal maintenance compared to an elevator or wheelchair lift
- Great backup system for an elevator if power fails

## Clearance






**Garaventa Lift**

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Authorized Garaventa Lift Representative

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## **CALL TO ORDER**

Session 24-07 a Regular Meeting of the ADA Advisory Board was called to order by Chair Christine Thorsrud at 4:00 p.m. on September 12 2024 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, GEISLER, SAFRA, LEPLEY

ABSENT: BOARDMEMBER VENUTI (EXCUSED)

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

## **AGENDA APPROVAL**

Chair Thorsrud read the supplemental items: APPROVAL OF THE MINUTES Item A. Unapproved Meeting Minutes for the Special Meeting on September 12, 2024 into the record and requested a motion.

GEISLER/PARSONS MOVED TO APPROVE THE AGENDA AS AMENDED.

There was no discussion.

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 September 12, 2024

GEISLER/PARSONS MOVED TO APPROVE THE MINUTES FOR SEPTEMBER 12, 2024

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

A. Monthly ADA Coordinator Report – October/November 2024



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

Ms. Krause provided a verbal report on the following:

- Requests by the Board on the Capital Improvement Plan project could be to submitted via memorandum to City Council requesting approval of the actions desired regarding design options. This memorandum will be submitted to the board for review at their January meeting and then forwarded to City Council for the second January meeting.
- The site meeting with the ADA Coordinator Robespierre with the State of Alaska Department of Transportation was cancelled.
  - o Clarification on the removal and qualification of compliant benches and removal of the non-compliant benches.
  - o No official order has been received at this time.
  - o Homer is the first to be addressed of the rural airports that has come under review.
  - o The restrooms are non-compliant even though we have the new ADA/Family restroom that does not bring us into compliance.
    - The existing restrooms have non-compliant ADA stalls but to bring these restrooms into compliance will require a capital project. This issue has been known and is included in the city facility transition plan.

## **PUBLIC HEARING(S)**

### **PENDING BUSINESS**

- A. Staff Report ADA-24-022 Harbor ADA Accessibility Capital Improvement Plan Project Development

Ms. Krause provided a brief report on the information provided regarding accessible kayak launch which she felt was worthy of consideration for a Capital Improvement Plan Project and has requested information on a Trolley system similar to what is used for the harbor but has not received the information.

Mr. Lepley stated that the Board has not received definitive response on their question of access project for the harbor and wanted to put a motion before the Board.

LEPLEY/GEISLER MOVED TO AUTHORIZE THE HOMER ADA ADVISORY BOARD AS A WHOLE OR ANY OF ITS MEMBERS MAY ACTIVELY SOLICIT INFORMATION IN REGARDS TO HANDICAPPED ACCESSIBLE LIFT SYSTEM FOR THE HOMER HARBOR.

There was a brief discussion on amending the motion to remove the word “handicapped” or replacing with “all ages and abilities”.

Mr. Lepley repeated the motion as amended:

MOVED TO AUTHORIZE THE HOMER ADA ADVISORY BOARD AS A WHOLE OR ANY OF ITS MEMBERS MAY ACTIVELY SOLICIT INFORMATION IN REGARDS TO ACCESSIBLE TO ALL AGES AND ABILITIES LIFT SYSTEM FOR THE HOMER HARBOR.

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

Motion carried.

Mr. Lepley stated that in putting this motion before the Board that he believes they will have more clout with a company or a university if it is presented by the Board or the City a request for an accessible lift system that can be user operated to see if they would be interested in providing information or pursuing, has pursued or willing to pursue. He opined that if the Board has this motion on the record and then presents to Council and since they have a newly minted Council member that happens to serve on the Board, inform Council of the intent is to get information. Mr. Lepley continued stating that they are not the only ones who experience extreme tides and someone may have a design that can be used.

Mr. Parsons questioned if the Board would be interested in stepping up a notch and submit a request for the City Council to approve the request for submitting a Request for Design/Proposal to Colleges and Universities. He then asked if he could approach others in the city to see what comes out of that discussion.

Mr. Lepley explained further his idea was to have a form letter to submit to companies providing an explanation, what the goal is and what they are looking for.

Ms. Krause stated that the motion is great, staff can draft a memorandum to forward to Council for approval and authorization to take that action.

Ms. Krause lost connection at 4:51 p.m. and was unable to reconnect.

Further discussion on previous attempts to bring forth information on lift systems for a marine environment and this approach would be a more formal approach allowing them to contact teaching schools, engineering schools, etc.

Ms. Safra provided information on possible organizations that the Board can target.

Chair Thorsrud commented on a recent program she watched regarding “flinging” and advocated for expanding our thoughts outside of the box.

Mr. Parsons recommended passing the motion and Ms. Krause can draft a memorandum.

Mr. Lepley restated the motion as amended and will email that to Ms. Krause:

MOVE TO AUTHORIZE THE HOMER ADA ADVISORY BOARD AS A WHOLE OR ANY OF ITS MEMBERS MAY ACTIVELY SOLICIT INFORMATION IN REGARDS TO AN ACCESSIBLE LIFT SYSTEM FOR ALL AGES AND ABILITIES FOR THE HOMER HARBOR.

There was no further discussion.

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

Motion carried.

Further discussion was facilitated by Chair Thorsrud on the following:

- Ms. Krause can include the information regarding the Board's intent within the memorandum
- The information on the Kayak Launch was presented to the Trails Director who does adaptive recreation who reported using these before and that they are fantastic
  - o If people cannot get down to the harbor to use it, it would be pointless
  - o Did not want to distract from the Board's main goal for an accessible harbor
    - Having this project on the CIP might be a distraction.
- Recalled previously asking for the city to have an ADA person or appointed staff with additional duties or responsibilities to oversee that ADA requirements
  - o using the airport issues as an example
- Speaking to business owners, including commercial fishing and charter businesses
  - o Approximately \$58 billion dollars' worth of disability tourism in the United States and we are not seeing it here in Homer and that relates to economic development
    - Making the harbor accessible, being able to get people on boats.
    - If we build it, then that revenue will come, then they will make the boats accessible and the city will have revenue to fund that position.
    - The business community has to buy into the fact that it makes economic sense to make sure their businesses are accessible.
      - They have to want to do the minimum of compliance.
- In the process of developing the transition plan, recommended the language is included in the contracts that are issued by the city, providing the requirements of ADA and compliance is enforced.
  - o Having forms and review by qualified city personnel as a standard.
  - o There should be formulas and when the letter is received from the FAA or AKDOT ask where they got their conclusion
  - o Software availability
- Noted the recent renovated building on Pioneer and Greatland with a new sidewalk to the front door and the ramp is not ADA compliant.
  - o Has one-inch lip at the gutter
    - Review of plans does not include the ADA compliance viewpoint
    - Support inclusion of ADA Compliance in contracts that are city issued

B. Staff Report ADA-24-024 Draft Trails Transition Plan Status Upgrade

Chair Thorsrud deferred to Mr. Parsons since Ms. Krause was not available. She referred to the parking item on page 5 of the Supplemental Packet.<sup>1</sup>

Mr. Parsons reported that he had a meeting with the City Manager approximately one month earlier and provided pictures of the property lines on the spit and performed a walking audit with former Public Works Director Jan Keiser, whom confirmed that the west side of the Spit has an obvious ADA compliance issue when it comes to parking. Ms. Keiser suggested that the Alaska Department of Transportation be contacted and request the lease agreements that are made with the City and the businesses since permission has to be granted to use that area for parking. Mr. Parsons did not want to move too far ahead without the explicit permission of the Board and would like to request the Board's permission to proceed further on their behalf.

Chair Thorsrud facilitated discussion on the topic with the points made as follows:

- State of Alaska owns the right of way in which the parking is allowed or being conducted in front of the boardwalks
- It is out of compliance even when you count the vehicles there is only two accessible parking spots for the whole stretch
  - o Both spots are non-compliant, not near an accessible path of travel, no accessible ramp
  - o Possibly need more spaces that are designated accessible depending on the count formula/method
- Recommend joint meeting with the Port and Harbor Advisory Commission to really work through the parking issues on the east side of the road.
  - o It was believed that the east side of the spit was compliant
  - o Countered comments that some areas were great others not
    - Example was provided with the area by the Boathouse Pavilion for accessible parking and recommendation to duplicate this around the harbor
- Spit Parking Study conducted in 2022 did not address the private parking areas
  - o Would like to expand that scope of work
- Events conducted by the Chamber and using the Accessible Parking spaces
  - o Chamber should be educated on the rights and ADA regulations
    - ADA Regulations already address requirements for special events
  - o Should be addressed in the Special Event Permit
    - Enforcement by the City

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<sup>1</sup> This topic will be forwarded to the January agenda since the Board did not discuss it at the meeting. There was miscommunication on addressing an item in the September 12, 2024 meeting minutes that was provided in the supplemental packet.

## **NEW BUSINESS**

### **A. 2025 Regular Meeting Schedule**

Chair Thorsrud introduced the item by reading of the title. She requested a motion and second.

PARSONS/SAFRA MOVED TO APPROVE THE DRAFT RESOLUTION MEETING SCHEDULE AS WRITTEN AND FORWARD THE RECOMMENDATION TO CITY COUNCIL.

Discussion followed on having additional meetings to have review of the transition plans, memorandum for approval, and direction to solicit designs for accessibility, adding meetings every month and adding those topics annual monthly agenda items.

PARSONS/SAFRA MOVED TO ADD THE MONTHS OF JANUARY, MARCH AND SEPTEMBER TO THE MEETING SCHEDULE AND THE ANNUAL REVIEW OF TRANSITION PLANS TO THE AGENDA TOPICS.

There was brief clarification on substantiating the need for the Board to meet.

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

Motion carried.

Chair Thorsrud reviewed the amended motion noting that they can always make further motions in January if needed.

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

Motion carried.

### **B. Staff Report ADA-24-023 Strategic Plan Review and Update**

Chair Thorsrud introduced the item and opened discussion. She noted the previous goals and duties of staff and the Board.

Discussion by the Board focused on the following:

- Funding ADA compliance projects
  - o Identifying funds and appropriating them for specific projects
    - Not allowing Council to re-appropriate funds for other projects that are not ADA compliance projects
- Including ADA compliance requirements in city projects using a form or other method to ensure regulations are followed.
- Postpone action on the strategic plan until the January meeting to allow the Board time to thoroughly consider goals and action items.

- Requested copies of the adopted transition plans for the Board to review to determine the actions required to accomplish the compliance issues noted in those plans.
- Focus on the successes and completed tasks before addressing new ones

The Board postponed this item by mutual consent to the January 9, 2025 regular meeting. No formal motion was made by the Board.

## **INFORMATIONAL MATERIALS**

- A. City Manager's Report for City Council Meeting on October 28, 2024
- B. City of Homer Fall Newsletter – October 2024
- C. ADA Annual Calendar 2024
- D. ADA Annual Calendar 2025

## **COMMENTS OF THE AUDIENCE**

### **COMMENTS OF THE STAFF**

Deputy City Clerk Appel commented that a text received from Ms. Krause apologizing for not being able to attend and that she will listen to the audio and will address any actions items, questions and concerns of the Board.

### **COMMENTS OF THE BOARD**

Mr. Lepley expressed his appreciation being able to attend the meeting via Zoom, support expressed from the Board on his motion and Bradley's appointment to City Council. He expressed looking forward to having something that they all can address, while he understands that the Port Director is looking into possibilities he understands that they have a million other things to do and he has the time to apply himself to this project every day such as sending out emails. He is looking forward to it and really appreciates the time spent at this meeting.

Mr. O'Brien commented that it was a great meeting and he was glad to be part of the group.

Ms. Safra congratulated Brad on his appointment to the City Council and was very excited when Caroline informed her of their selection. She stated that this community of people who are more challenged with disabilities with have a better representation in Homer and for her that was really exciting and will take on a new meaning in Homer. Ms. Safra expressed her appreciation of being part of supporting the journey Brad will be taking and thanked him for stepping up.

Mr. Parsons stated that he was excited to be elected to the Council and looking forward to bringing some of these discussions to Council. He stated his intent to remain on the Board and be the representative for the ADA Board but admitted that it does need to be officially sorted out. He offered his appreciation to the Clerk's Office in dealing with back to back elections and apologized for adding more to Ms. Krause' work schedule by adding additional meetings but believes that just shows the level of passion around the table here and we are all looking at doing more work. Mr. Parsons

expressed his appreciation to Mr. Lepley for perseverance in attending the meeting via Zoom and he has the support of the Board for the accessible harbor project and welcomed Deputy City Clerk Appel. He expressed his excitement about the changes in the Council and local government staffing.

Ms. Thorsrud commented that each and every one of the members brings something unique and individual to the board along with Ms. Krause. She recognized their very noticeable passions and time.

### **ADJOURNMENT**

There being no further business to come before the Board, Chair Thorsrud adjourned the meeting at 5:47 p.m. The next regular meeting is Thursday, January 9, 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.

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RENEE KRAUSE, MMC, CITY CLERK/  
ADA COORDINATOR

Approved:\_\_\_\_\_

Memorandum CC-25-005 from Community Development Director as backup

Mayor Lord introduced Ordinance 25-02 and a motion was requested.

ADERHOLD/VENUTI MOVED TO INTRODUCE ORDINANCE 25-02 BY READING OF TITLE.

Councilmember Erickson expressed appreciation for the efforts and actions by the group of citizens as it checks a number of boxes for purchase by the city.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

### **CITY MANAGER'S REPORT**

a. City Manager's Report

*From the Supplemental Packet: Memorandum CC-25-022 from City Manager re: Supplement to the City Manager's Report*

City Manager Jacobsen noted her report in the packet and will be happy to answer any questions. She facilitated or responded to the following topics:

- Laydown for Smart Growth Institute 2025 noting she has reached out to get cost information on the institute.
  - o Councilmember Aderhold felt this opportunity was tailor made for Councilmember Parsons and goes along with the approval of the Transportation Plan.
- Kachemak City's letter inquiring about water service
  - o Preference to sit down and have a general discussion with Kachemak City Council
    - Establish a joint worksession but not before 5:30 p.m.
    - First available date is March 10th
- Allowing and providing incentives for development outside city limits when there is not the ability to provide oversight
- The Housing Development never contacted or approached the City or Council with their project.
- Homer News being digitized was great news.

### **PENDING BUSINESS**

#### **NEW BUSINESS**

- a. Memorandum CC-25-010 from ADA Coordinator re: Request for Authorization to Allow the ADA Advisory Board to seek Recommendations on Possible Accessibility Options and Solutions for the Homer Harbor Floats.

Mayor Lord introduced Memorandum CC-25-010 and deferred to Councilmember Parsons.

Councilmember Parsons explained the purpose of the memorandum providing a little background on the work being done by the ADA Board and this is to make it formal authorization allowing the ADA Advisory Board to seek design input noting there was no monetary request.



Councilmembers expressed concerns and commented the following:

- on costs increasing maintenance and impacts to existing infrastructure that may require more ADA accesses
  - o such as are they going to require installing an elevator on both sides of the Harbor
- liability to the City and the operations
- the harbor provides accessible stalls and one ramp is not as steep but there are some ideas that should be explored
- there are items listed in the Transition Plan that need to be addressed
  - o Difficult getting into City Hall
  - o Previous proposed projects such as the fishing hole platform
- This was not a budget request
- Not knowing what the solution could be or if there is any solution
- Having a larger conversation with staff and that the message is getting to the Advisory Bodies for the opportunity for more structure

City Manager Jacobsen recommended that City Council direct the ADA Advisory Board to draft the language on what, such as a request for proposals or information, they would like the entity(s) to provide regarding Accessibility Options for the Homer Harbor floats and provide a list of potential vendors and other harbors and have it reviewed by Staff.

ADERHOLD/VENUTI MOVED THAT CITY COUNCIL REQUEST THE ADA ADVISORY BOARD DRAFT A REQUEST FOR INFORMATION FOR RECOMMENDATIONS ON POSSIBLE ACCESSIBILITY OPTIONS AND SOLUTIONS FOR THE HOMER HARBOR FLOATS, A LIST OF POTENTIAL VENDORS AND OTHER HARBORS FOR THE CITY TO FORMALIZE

Councilmember Erickson requested that they include the ADA regulations and liabilities, costs to infrastructure, staffing a more complete picture.

City Attorney Gatti stated that a simple motion to recommend the ADA Board to continue with its quest to develop information about ADA accessibility for harbor activities, noting that may be too broad and restated it to reflect the Homer Harbor Floats. He then noted that he has worked with staff on harbor ADA compliance issues, and concerns with the tides. He pointed out that it may be jumping ahead since the research may show it is not possible to do anything more.

Further discussion on Commissions or Board sending out anything on letterhead prior to direction of the Council, individuals doing research even members of Council do that, sending out to engineering schools a formal design will be required.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- b. Memorandum CC-25-011 from Recreation Champions Working Group re: Proposed Community Recreation Center Site Selection Recommendation.

Mayor Lord introduced Memorandum CC-25-011 and deferred to Councilmembers Aderhold and Erickson

**City of Homer, Alaska**  
**Request for Information**  
**PROVIDE ADA ACCESSIBLE OPTIONS TO ACCESS**  
**THE HOMER SMALL BOAT HARBOR FLOAT SYSTEM**

The City of Homer Americans with Disabilities (ADA) Advisory Board is seeking rough cost estimate and design information on possible solutions for ADA Accessibility for All Ages and Abilities for the float system in the Homer Small Boat Harbor. Homer's small boat harbor's access is compliant with Federal ADA regulations but given the tidal cycles in our region Homer's ADA Advisory Board is seeking possible solutions for improved ADA access into and out of the small boat harbor float systems. This information will be used to draft a project summary with estimated costs to present to City Council for approval and inclusion in the City of Homer Capital Improvement Plan 2026-2031. The Capital Improvement Plan document includes projects that the City and community consider top priority and assists the City in seeking grants and funding sources to have the projects completed. The Homer Spit and Small Boat Harbor are popular destinations for visitors and residents. It is a working harbor, as well as a starting point for visitors interested in taking trips to the communities of Halibut Cove and Seldovia; take fishing charters to Cook Inlet and Kachemak Bay, or to launch their personal vessel for day of fishing or cruising the waters of Kachemak Bay.

Submittal of cost information and or conceptual designs is not a guarantee of selection and or work for a resulting project.

Requests for Information will be received by the Office of the City Clerk, City of Homer, 491 E. Pioneer Avenue, Homer, Alaska 99603 until **5:00 p.m. on Thursday, June 26, 2025.**

- Submissions must be in an opaque envelope with the title of the RFI Homer Harbor Accessibility in the lower left corner of the envelope. Company information and address must be shown in the upper right hand corner of the envelope.
- Submissions need to be addressed to the City Clerk's Office as noted above.
- Any submissions received after the stated time will not be considered.
- An electronic copy of this RFI advertisement and Plan Holder Registration Form are available online at <https://www.cityofhomer-ak.gov/rfps>. A paper copy can be obtained at the City Clerk's Office.
- **All companies interested in submitting their RFI must complete a City of Homer Plan Holder Registration Form in order to be considered responsive and be included on the Providers List.**

Please direct all technical questions in writing regarding this RFI to: Dan Kort, Public Works Director, City of Homer Public Works Dept., 3575 Heath Street, Homer, Alaska 99603 or Email: [dkort@ci.homer.ak.us](mailto:dkort@ci.homer.ak.us)

Please direct all other questions to the City Clerk's Office: [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us) or City Clerk's Office City of Homer 491 E Pioneer Avenue Homer, Alaska 99603

The City of Homer reserves the right to accept or reject any or all RFIs, and to waive irregularities or informalities in this RFI process.

Dated this \_\_\_\_ day of April, 2025.

City of Homer

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Melissa Jacobsen, City Manager

Publish: Homer News Dates:  
Ad #: 25-xxx

**REQUEST FOR INFORMATION TO  
PROVIDE CONCEPTUAL ADA ACCESSIBLE OPTIONS TO ACCESS  
THE HOMER SMALL BOAT HARBOR FLOAT SYSTEM**

**By the  
City of Homer, Alaska**

**Background**

The City of Homer Americans with Disabilities (ADA) Advisory Board is seeking rough cost estimates and design information on possible solutions for ADA Compliant Accessibility for All Ages and Abilities for the float system in the Homer Small Boat Harbor. The City of Homer's small boat harbor's access is compliant with Federal ADA regulations but given the tidal cycles in our region the ADA Advisory Board is seeking possible solutions for improved ADA access and safety into and out of the small boat harbor float systems. This information will be used to draft a project summary with estimated costs to present to City Council for approval and inclusion in the City of Homer Capital Improvement Plan 2026-2031. The Capital Improvement Plan document includes projects that the City and community consider top priority and assists the City in seeking grants and funding sources to have the projects completed. The Homer Spit and Small Boat Harbor are popular destinations for visitors and residents. It is a working harbor as well as a starting point for visitors interested in taking trips to the communities of Halibut Cove and Seldovia; take fishing charters to Cook Inlet and Kachemak Bay, or to launch their personal vessel for day of fishing or cruising the waters of Kachemak Bay.

Submittal of any information, cost estimates and or conceptual designs is not a guarantee of selection contracts, task orders or work for any resulting project.

**Information Desired: Estimated Costs, Conceptual Designs or Solutions**

The City is particularly interested in any of the following services that may be relative to a Small Boat Harbor ADA Access Project along with estimated cost impacts and conceptual drawings:

- |                                   |                            |
|-----------------------------------|----------------------------|
| • Surveying                       | • Environmental Permitting |
| • General Civil Construction      | • Hydrology                |
| • SWPPP preparation & inspections | • Public outreach          |
| • Marine/Civil Engineering        | • Grant Funding            |
| • Environmental Engineering       | • Marine Construction      |

**Submission of RFI Response:**

Requests for Information will be received by the Office of the City Clerk, City of Homer, 491 E. Pioneer Avenue, Homer, Alaska 99603 until **5:00 p.m. on Thursday, June 26, 2025.**

- Submissions must be in an opaque envelope with the title of the RFI Homer Harbor Accessibility in the lower left corner of the envelope. Company information and address must be shown in the upper right hand corner of the envelope.
- Submissions need to be addressed to the City Clerk's Office as noted above.
- Any submissions received after the stated time will not be considered.
- An electronic copy of this RFI advertisement and Plan Holder Registration Form are available online at <https://www.cityofhomer-ak.gov/rfps>. A paper copy can be obtained at the City Clerk's Office.

- **All companies interested in submitting their conceptual designs/cost estimates in response to this request for information must complete a City of Homer Plan Holder Registration Form in order to be considered responsive and be included on the Providers List.**

Responses will be received at the City Clerk's Office located at City Hall, City of Homer 491 East Pioneer Avenue, Homer, Alaska 99603, until the time indicated on the Request for information. Each Response shall be submitted enclosed in a sealed, opaque envelope. **The envelope shall have the RFI title and date of RFI submission on the lower left-hand corner of the Information Package. The name of the company submitting the information shall show in the upper left corner of the RFI Package.** The City is not responsible for the premature opening of, or failure to open, a submission not properly addressed and identified.

No consideration will be given by the City to a claim or error unless such claim is made to the City in writing within two (2) hours after the time of RFI submission. Written verification and supporting evidence of the error shall be delivered to the City Clerk within 24 hours of the RFI deadline (not including Saturday, Sunday or legal holidays) to allow consideration of the claim for error. Supporting evidence shall be original documents, including cost breakdown sheets, supplier quotes and other documents used to compute/develop the RFI submission.

It is the Respondents responsibility to see that RFI Packages are deposited at the time and place set forth for the submission of RFIs. RFIs not received by the time stated will not be considered responsive and shall not be considered.

#### **Interpretation or Questions: Technical Information**

All questions about the meaning or intent of the Request for Information shall be submitted to the Office of the Director of Public Works in writing. Replies will be issued by Addenda and delivered to all parties recorded by the City Clerk's Office as listed on the Plan Holders List. **The City of Homer will not be held responsible for questions received less than (5) calendar days prior to the due date of the RFI.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**The Respondent shall acknowledge receipt of all Addenda on the Addendum Form, which shall be properly signed and included with the RFI response submission.** It shall be the Respondent's responsibility to inquire as to addenda issued. **Failure to include the Addenda Form in the RFI response shall result in the submission being rejected as non-responsive.**

Please direct all technical questions in writing regarding this RFI to:

Dan Kort, Public Works Director, City of Homer Public Works Dept. 3575 Heath Street, Homer, Alaska 99603 Email: dkort@ci.homer.ak.us

The City of Homer reserves the right to accept or reject any or all RFIs, and to waive irregularities or informalities in this RFI process.



# MEMORANDUM

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**Resolution 25-044, A Resolution of the City Council of Homer Alaska Amending the City of Homer Fee Schedule to Enact Special Event Fees. City Manager/Public Works Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and City Council  
**Date:** April 14, 2025  
**From:** Daniel Kort, Public Works Director  
**Through:** Melissa Jacobsen, City Manager

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**Summary:**

The Public Works Department is proposing fees for Special Events.

**Discussion Topics:**

The City has allowed Special Events to be held on city streets, parks, and other City owned property for many years. Other City's on the Kenai Peninsula allow the same sort of large scale events to use City property as well. The City of Homer has not charged for use of City property in the past to help facilitate these events, where as other City's on the Kenai Peninsula have charged for these Special Events as well as for the use of City property for such events.

The City has seen an increase in requests for use of City resources to facilitate these events, and the City has incurred costs to distribute and collect the borrowed items. Charging for the use would offset the costs associated with use of City property. We have had to make some repairs to City facilities after damage left behind from past events due to such things as driving or parking heavy trucks or trailers onto grass surfaces after being specifically told it is prohibited, causing turf damage. Other examples have been physical damage to facilities, not taking down fencing, picking up litter or disposing of trash afterward from the events.

The intention of these fees are to recover City expenses associated with hosting these events as well as recovery of City expenses related to clean up and repair if necessary. The Public Works Department used other Kenai Peninsula communities as a basis to develop the proposed fee's below.

- |   |          |
|---|----------|
| • Permit Fee Application  | \$100    |
| • Deposit (rental return; damage; take down of fencing; and litter) | \$500    |
| • Rental Fee for barricades, cones, and candle stick cones          | \$2/each |
| • Additional Trash Cans (beyond what is already onsite)             | \$5/each |
| • Snow Fencing and T-Posts  | \$50     |

- Trash not disposed of from event \$100
- Road Closure Fee (for events that require road closure) \$1,000

Included with the proposed fees would be a simple policy reflecting expectations related to hosting Special Events.

**Recommendations:**

The Public Works Department recommends the adoption of Resolution 25-044 approving the Special Event Fees.

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Public Works Director

**RESOLUTION 25-043**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE CITY OF HOMER FEE SCHEDULE TO ENACT  
SPECIAL EVENT FEES.

WHEREAS, The City of Homer (City) has allowed use of City property for Special Events for many years, as have other Kenai Peninsula communities; and

WHEREAS, The City has not previously charged for using City property for Special Events, while other Kenai Peninsula communities have charged a fee for this privilege; and

WHEREAS, The City has incurred expenses for past Special Events where borrowed City resources were delivered and picked up, disposal of trash left behind after the event, litter to be cleaned up, and damage to city property or facilities repaired; and

WHEREAS, Implementation of Special Event Fees will encourage better compliance to the Special Event rules as well as cover costs incurred by the City to facilitate these events.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby amends the City of Homer Fee Schedule to enact Special Event Fees.

PASSED AND ADOPTED by the Homer City Council this 28<sup>th</sup> day of April, 2025.

CITY OF HOMER

\_\_\_\_\_  
RACHEL LORD, MAYOR

ATTEST:

\_\_\_\_\_  
RENEE KRAUSE, MMC, CITY CLERK

Fiscal Note: Revenues Memorandum CC-25-127



# **CITY OF HOMER**

# **Fee Schedule**

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**Effective ~~March 3, 2025~~**

**April 28, 2025**

**Prepared by:**

City Clerk's Office

491 E. Pioneer Avenue

Homer, AK 99603

(907) 235-3130

[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

[www.cityofhomer-ak.gov/cityclerk](http://www.cityofhomer-ak.gov/cityclerk)







## FEE SCHEDULE INTRODUCTION

### Establishment of the City of Homer Fee Schedule

The City of Homer Fee Schedule was first created via Ordinance 92-07(S)(A) establishing the authority of Department Directors to promulgate administrative fee schedules. Unless established by ordinance or resolution of the City Council, the director of each department of the City shall have the authority, subject to the approval of the City Manager and ratification by the City Council, to promulgate and maintain an administrative fee schedule for services provided by that department. Fees for identical services shall be uniform throughout all departments.

A current copy of the departmental administrative fee schedule shall be available for inspection by any person at the front reception area of the department and at the office of the City Clerk. Unless otherwise provided by ordinance or resolution, all fees collected under this schedule shall be forwarded to the Finance Department for deposit into the general fund. [HCC 2.32.040]

#### Fee Schedule Abbreviations:

- HCC – Homer City Code; codification of City ordinances
- AAC – Alaska Administrative Code
- AS – Alaska Statutes
- Ord – Ordinance
- Reso - Resolution

Sales Tax*		Property Tax – Mill Levy	
City	4.85%	City	4.5 mill
Borough	3.0%	Borough	6.5 mill
*Non prepared food items are exempt from Borough and City Sales Tax September 1 <sup>st</sup> through May 31 <sup>st</sup> of each year		Hospital	1.75 mill
		KPC	0.10 mill

### Request for Exemption from Payment of Fees

An application for indigence may be filed with the City Manager for waiving or partially waiving the costs of fees. The City Manager may allow an applicant, who qualifies as an indigent, a reduced fee, a payment plan or a waiver of the fee where the Manager is able to make a written finding, based on information provided by the applicant that payment of the fee would be a financial hardship. Based upon the information provided, the fee may be reduced or waived in accordance with the following scale: [Resolution 05-125(S)]

Annual Income as a Percent of current Health & Human Services (HHS) Poverty Guidelines for Alaska	Percent of Fee Reduced
1-100%	100% Waiver
101-149%	75% Waiver
150-174%	50% Waiver
175-199%	25% Waiver
200% plus	No Waiver



## DEPARTMENT CONTACT INFORMATION

Department/Division	Phone	Address	Hours of Operation
Homer City Hall	(907) 235-8121	491 E. Pioneer Avenue	Monday - Friday   8:00am - 5:00pm
Administration	(907) 235-8121		
Office of the City Manager	ext. 2222	491 E. Pioneer Avenue	Monday - Friday   8:00am - 5:00pm
Human Resources	ext. 2225		
City Clerk	(907) 235-3130	491 E. Pioneer Avenue	Monday - Friday   8:00am - 5:00pm
Community Recreation	(907) 235-6090	600 E. Fairview Avenue	Monday - Friday   8:00am - 5:00pm
Finance	(907) 235-8121		
Assessment Bills (City of Homer only)	ext. 2228	491 E. Pioneer Avenue	Monday - Friday   8:00am - 5:00pm
Billing & Payments: Ambulance, Water/Sewer	ext. 2221		
Fire Department (HVFD)	(907) 235-3155	604 E. Pioneer Avenue	24 hours, 7 days a week <u>Office Hours for the Public</u> Monday - Friday   8:00am - 5:00pm
Information Technology	(907) 235-8121 ext. 2234	491 E. Pioneer Avenue	Monday - Friday   8:00am - 5:00pm
Library	(907) 235-3180	500 Hazel Avenue	Monday, Wednesday, Friday, Saturday   10:00am - 6:00pm Tuesday & Thursday   10:00am - 8:00pm
Planning & Zoning	(907) 235-3106	491 E. Pioneer Avenue	Monday - Friday   8:00am - 5:00pm
Police (HPD)	(907) 235-3150	625 Grubstake Avenue	24 hours, 7 days a week
Animal Control	(907) 235-3141	3577 Heath Street	Monday - Friday   8:00am - 5:00pm Saturday & Sunday   8:00am - 4:00pm
Port & Harbor	(907) 235-3160		Monday - Friday   7:00am - 5:00pm
Admin/Port & Harbor Billing	(907) 235-3160	4311 Freight Dock Road	(summer only) Saturday   9:00am - 5:00pm
Fish Dock/Ice Plant	(907) 235-3162	795 Fish Dock Road	Monday - Friday   8:00am - 4:00pm & On-Call
Operations	(907) 235-3160	4311 Freight Dock Road	24 hours, 7 days a week
Port Maintenance	(907) 235-3164	4667 Homer Spit Road	Monday - Friday   8:00am - 4:30pm & On-Call
Public Works	(907) 235-3170		
On-Call	(907) 399-1429	3575 Heath Street	Monday - Friday   8:00am - 4:30pm & On-Call
Parks & Recreation	(907) 435-3139		

**Please dial 911 for immediate assistance in case of an emergency**



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## CITY-WIDE ADMINISTRATIVE FEES

The following are administrative fees for all departments of the City of Homer, unless otherwise specified under that department. All fees are inclusive of sales tax.

Unless otherwise specified, any item mailed may have an additional fee added for actual postage. Handling fees may be added up to the actual staff time spent preparing the item for shipping.

Airport Pickup/Delivery	\$25.00
Annual Safety Inspection – Commercial Vehicles	\$100.00
Annual Taxi Permit	\$75.00
Appeal Fees	
Water and Sewer Appeals	\$75.00
Zoning Appeals <sup>1</sup>	\$250.00
ATM Fees (see Vending Machine/ATM)	
CD's	
Reproductions	\$20.00
CD (Police Department)	\$25.00
Subsequent	\$15.00 per CD; includes 1 <sup>st</sup> class postage
DVD (Police Department)	\$30.00 per DVD
Document Copying Fee	\$0.25 per page
Document Certification Fee	\$10.00 per report
Driver License Records	\$10.00
Fax	
Within Alaska	\$1.00 per page
Continental US	\$2.00 for 1 <sup>st</sup> page
Subsequent Pages	\$1.00 per page
Other Destination	\$5.00 for 1 <sup>st</sup> page
Subsequent Pages	\$2.00 per page
Electronic Transmission (Scanned PDF document)	\$0.25 per page
Lease Application Fee	\$1,000.00
Lease Amendment/Transfer Fee	\$500.00
Local Bidder's Preference	
Non-local bid is	Local bid is not more than
\$0 - \$500,000.00	5 percent higher than non-local bid

\$0 - \$1,000,000.00	5 percent higher than non-local bid on first \$500,000.00 and 2.5 percent higher than non-local bid on amount in excess of \$500,000.00 to \$1,000,000.00
	No additional adjustment for bids above \$1,000,000.00
Photograph Copying	\$10.00 per order; includes shipping & handling
If Done Commercially	Actual Costs plus 5%
Production Fees <sup>2</sup>	
Per requestor in a calendar month exceeds five-person hours the fee is the City employee's actual salary plus benefit costs. An estimate will be prepared and the requestor must deposit the estimated production and copying fees in advance. If the actual costs are greater than the estimate the records will not be released until the difference is paid and if the actual costs are less the requestor will receive a refund of the difference.	
No fee for simple inspection, except when the production of records by one requestor exceeds five person hours in a calendar month.	
Special Assessment Districts (SAD's) <sup>3</sup>	
Application Fee	\$100.00
Bill Fee	\$12.00 per bill
Administrative Fee	
0-500,000	5%
over 500,000	\$25,000.00 plus 2.5%
Vehicle Impound/Storage Fees (actual costs plus towing)	\$45.00 per day
Vending Machine/ATM	
Monthly License Fee	\$30 per month, per machine
Electrical Flat Rate Fee	Determined by City; based on current kWh costs to City and equipment kWh usage

<sup>1</sup> Subject to refund if the appellant is successful on any aspect of appeal.

<sup>2</sup> Regulations Concerning Public Record Inspections dated March 2003.

<sup>3</sup> Fees associated with SADs are detailed in the HART (Homer Accelerated Roads and Trails Program) and HAWSP (Homer Accelerated Water and Sewer Program) manuals. Other SAD's if approved by the Council are at 100% property owner participation.

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City-Wide Administrative Fees have been set by the following legislative enactments:

Ord 01-13(S)(A)	Reso 92-10(A)	Reso 04-95	Reso 10-90(A)	Reso 18-065
Ord 03-36(A)	Reso 95-1	Reso 04-96	Reso 11-036(A)(S)	Reso 18-077(A)
Ord 04-53(S)(A)	Reso 99-50	Reso 04-98(S)(A)	Reso 11-074(A)	Reso 19-081(S)(A)
Ord 05-43(A)	Reso 99-116	Reso 05-22	Reso 14-114	Reso 21-038(S)
Ord 22-59	Reso 00-14	Reso 05-49	Reso 15-097(S)(A)	
	Reso 03-159	Reso 05-125(S)	Reso 16-109	
	Reso 04-94(S)(A)	Reso 06-24(S)	Reso 17-086	



## AIRPORT TERMINAL

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Advertising Only	
Size 9 x 4 inches	\$75.00 per year
Size 9 x 7 inches	\$100.00 per year
Size 9 x 11 inches	\$125.00 per year
Advertising with Direct Dial Phone	\$350.00 per year
Long Term Parking	\$5.00 per day
Annual Pass	\$500.00 per year

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Airport Terminal Fees have been set by the following legislative enactments:

Reso 08-124                      Reso 19-081(S)(A)  
Reso 93-107  
Reso 94-61  
Reso 04-98(S)(A)  
Reso 10-90(A)





## ANIMAL CONTROL

All impounded animals must have current rabies vaccinations prior to being released. Owners of impounded animals will be charged a daily boarding fee for every full day that the animal stays in the shelter. Vaccination fees shall be the owner's responsibility.

The City shall charge for any additional expense incurred by the City in the actual impoundment, transportation, medical care, housing or feeding of any animal; which expenses shall be paid in full prior to the animal's release.

Quarantine at Home		\$50.00	
Quarantine at Shelter		\$50.00 plus daily boarding fee	
Boarding Fee (When Available)		\$25.00 daily	
Turn In		\$35.00	
Impound Fees			
Non-neutered/Non-spayed		Neutered/Spayed	
1 <sup>st</sup> Offense	\$50.00	1 <sup>st</sup> Offense	\$50.00
2 <sup>nd</sup> Offense	\$70.00	2 <sup>nd</sup> Offense	\$70.00
3 <sup>rd</sup> Offense	\$100.00	3 <sup>rd</sup> Offense	\$100.00
4 <sup>th</sup> Offense or Greater	\$140.00 each	4 <sup>th</sup> Offense or Greater	\$140.00 each
Live Trap <sup>1</sup>			
Small Trap		\$70.00 deposit; \$1.00 per day (7 day rental max)	
Large Trap		\$150.00 deposit; \$1.00 per day (7 day rental max)	
Adoption Fee <sup>2</sup>			
Adult Cat		\$100.00	
Kitten		\$125.00	
Adult Dog		\$165.00	
Puppy		\$205.00	

<sup>1</sup> Deposit is forfeited if the trap is not returned in seven days. A portion of the deposit, up to the entire amount of the deposit, will be forfeited if the trap is damaged.

<sup>2</sup> Adoption Fee includes vet check, vaccinations, spay/neuter, and microchipping.

Animal Control Fees have been set by the following legislative enactments:

HCC 20.32	Reso 01-85	Reso 19-081(S)(A)
	Reso 14-114	Reso 23-055
	Reso 15-097(S)(A)	



## CAMPING

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“Campground” means an area owned, controlled, developed and/or maintained by the City, which contains one or more improved campsites or contains adequate area for one or more unimproved campsites.

“Camping Season” means that period of time from April 1 through October 30.

All fees inclusive of sales tax.

Tent Camping Area West (Beach)	\$20.00 per day
All Other City Campgrounds	\$30.00 per day
Impound Fee <sup>1</sup>	\$30.00
Pavilion Rental	\$25.00 per 4 hours

<sup>1</sup> HCC 19.08

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Camping Fees have been set by the following legislative enactments:

HCC 19.08	Reso 91-20(S)	Reso 04-98(S)(A)	Reso 17-086	Reso 23-034
	Reso 91-34	Reso 05-05	Reso 18-077(A)	
	Reso 93-35	Reso 15-097(S)(A)	Reso 19-011	
	Reso 99-94	Reso 16-109	Reso 21-058	



## CITY CLERKS

Cemetery Plots			
Internment Plot		\$1,000.00	
Cremains Plot		\$400.00	
Memorial Marker Deposit		\$500 refundable upon installation of a permanent marker within 12 month timeframe	
City Council and Commission Meeting Packets			
Cost Per Packet			
0 – 25 Pages	\$5.00	100 – 200 Pages	\$25.00
26 – 50 Pages	\$10.00	200 – 500 Pages	\$30.00
51 – 100 Pages	\$20.00	500+ Pages	\$35.00
City Hall Facility Use			
Cleaning Fee (if facility is not left as found)		Up to \$60.00 additional fee may be applied	
Conference Room – Up to 12 People			
Government Agencies		Exempt (generally)	
Non-Governmental Agency or Entity		\$25.00 per hour \$125.00 per day maximum	
Cowles Council Chambers – Up to 25 People			
Government Agencies		Exempt (generally)	
Non-Governmental Agency or Entity		\$50.00 per hour \$250.00 per day maximum	
Use of Electronic Equipment		\$30.00 IT setup fee for use during business hours \$50.00 per hour, includes staff supervision for use after hours	
City Pins and Mugs			
Logo Pins		\$1.00	
Logo Mugs		\$4.00	
Scene Mugs		\$8.00	
Digital Audio of Meetings (audio files will be provided on a flash drive)		\$25.00 per flash drive	
Elections			
Election Contest Filing Fee		\$750.00	
Election Recount Deposit		\$250.00	
Notary		\$5 per person, up to 3 notary pages \$10 per person for 4 or more notary pages	
Gravel Permit <sup>1</sup>		\$5.00 per application	
Tideland Appraisal Deposit <sup>2</sup>		\$2,000.00	

<sup>1</sup> HCC 19.12; Areas B and C of the permit application require no approval of the COE or Division of Lands, HCC 19.12.040(c).

<sup>2</sup> HCC 18.28.310

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City Clerk Fees have been set by the following legislative enactments:

HCC 5.24	Reso 98-28	Reso 14-114	Reso 21-038(S)
HCC 19.12	Reso 03-159	Reso 15-097(S)(A)	Reso 21-058
HCC 18.28.310	Reso 05-125(S)	Reso 17-056	Reso 22-027
	Reso 06-16	Reso 18-042	
	Reso 06-40(A)	Reso 19-081(S)(A)	



## COMMUNITY RECREATION FEES

Drop In Activities Only (Ongoing programs. ex: Pickleball, Basketball, Volleyball, etc.)

	Single	10 Visits	3-Month Pass	Individual
Youth (3-17 years) City Locations Only	\$3.00	\$27.00	\$66.00	\$135.00
Youth (3-17 years) Drop In Activities at KPBSD Locations Only	Free	Free	Free	Free
Adult (18 & Up) All Locations	\$5.00	\$45.00	\$110.00	\$230.00
Active Military All Locations	Free	Free	Free	Free

Contracted Instructor Classes (Series of Classes/Programs with specific start and end date, CR fees only. Contracted instructor fees additional and separate)

	Per Class
Youth (3-17 years)	\$3.00
Adult (18 & Up)	\$5.00

Special Events (Ticket fees: contingent upon the cost of production – ex. Film Fest, clinics, league play)

All ages	\$10-75
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Community Recreation Fees have been set by the following legislative enactments:

Reso 23-079

Reso 24-054



## LIBRARY

Facility Use – Fees for after-hours private use (including building supervision):	
Conference Room	\$50.00 per hour
Reading Lounge	\$50.00 per hour
Children's Room	\$50.00 per hour
Entire Facility (excluding staff work space)	\$300.00 fee plus \$50.00 per hour staff supervisor \$300.00 damage/cleaning deposit
Library Cards	
Replacement Card	\$5.00 per issue
Temporary Card	\$25.00
Printing & Photo Copy	
Letter Size and Legal Size Per Side	\$0.25 each
11" x 17" Per Side	\$0.35 each
Color Copies – Letter Size and Legal Size per Side	\$0.60 each
Color Copies – 11" X 17" per Side	\$2.00 each
Interlibrary Loan Fee <sup>1</sup>	
Standard Size Books	\$5.00
Photo Copy	\$0.15 per page
Microfilm/Videos/CD's/Audios	\$6.00
Replacement/Repair of Items <sup>2</sup>	
Lost or Damaged Items	Replacement cost plus \$10.00 processing fee per item
Lost or Damaged Cases, Hang-Up Bags, Etc.	Replacement cost or \$2.00, whichever is greater
Lost Map or Inserts	\$10.00 per item
Lost Out-of-Print Items	\$50.00 for Alaskana, or replacement cost if higher
Damaged Item	
Per Page	\$2.00 per page
Book Jacket	\$3.00
Cover Damaged Beyond Repair	Full bindery cost or full replacement cost plus \$7.00 processing charge
Improper Return of Digital Devices	\$25.00 if not returned to Front Desk staff

<sup>1</sup> Additional charges may be assessed.

<sup>2</sup> To receive a refund on a lost item, patrons must return the item within sixty days of lost status. Refunds of payment for items deemed valuable to the collection and returned after the 60-day period may be made at the discretion of the Director. No refunds will be given for digital devices.

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Library Fees have been set by the following legislative enactments:

Ord 05-08	Reso 97-87	Reso 12-006	Reso 18-077A)
	Reso 98-86	Reso 13-076	Reso 20-065
	Reso 99-19(A)	Reso 14-114	Reso 22-027
	Reso 03-87	Reso 15-097(S)(A)	Reso 23-024
	Reso 04-98(S)(A)	Reso 16-109	



## PLANNING AND ZONING

**Bridge Creek Watershed Permit:** Zoning permits are required for the Bridge Creek Watershed Area. Although no fees will be charged for the zoning permits outside of City Limits, the evaluation process is still in effect.

**Technical Review of Communication Tower Application:** When required, the applicant will be charged for the actual cost of the study, plus a 10% administrative fee. The City will be responsible for hiring and managing the study.

**Traffic Impact Analysis and Community Impact Assessment:** When required, applicant will be charged for the actual cost of the study, plus a 10% administrative fee. The City will be responsible for hiring and managing the study. Recording (as required) is \$50.00. [Resolutions 03-159 and 96-13; HCC 12.12.03]

Zoning Permit Fees <sup>1</sup>	
Single Family /Duplex	\$300.00
Multi-Family/Commercial/Industrial	\$400.00 plus \$50.00 per hour when over six hours of administrative time
Change of Use Fee	\$50.00
Deck	\$100.00
Employee Occupied Recreational Vehicle in Marine Commercial and Marine Industrial Zoning Districts	\$100.00 annually
Conditional Use Permit Processing Fee <sup>1</sup>	
Amendment	\$200.00
Fence	\$300.00
Single Family/Duplex	\$300.00
Multi-Family/Commercial/Industrial	
Uses Less Than 8,000 Sq. Ft.	\$500.00
Uses 8,001 Sq. Ft. to 15,000 Sq. Ft.	\$1,000.00
Uses 15,001 Sq. Ft. to 25,000 Sq. Ft.	\$2,500.00
Uses 25,001 Sq. Ft. to 40,000 Sq. Ft.	\$5,000.00
Uses 40,001 Sq. Ft. and Larger	\$8,000.00
Zoning Fees – Other	
Rezone <sup>2</sup>	\$500.00
Flood Hazard Development Permit	\$200.00
Sign Permit	\$50.00
Variance	\$350.00
Erosion and Sediment Control Plan (BCWPD)	\$300.00



Storm Water Plan Fee	\$200.00
Development Activity Plan (DAP)	\$200.00
Mobile Food Service Fee <sup>3</sup>	
Permit (expires at end of the calendar year of issuance)	\$50.00
Preliminary Plat Processing Fee <sup>4</sup>	\$300.00 or \$100.00 per lot, whichever is greater
Elimination of a Common Interior Lot Line	\$300.00
Right of Way and Section Line Easement Vacation Application Fee	\$300.00 In addition to applicable preliminary plat fees
Utility Easement Vacation	\$50.00
Publication Fees	
Comp Plan	\$20.00
Zoning Map – Small	\$5.00
Zoning Map – Large	\$25.00
Road Maintenance Map – Small	\$5.00
Road Maintenance Map – Large	\$25.00
Zoning Ordinance – HCC 21	\$15.00
Street Renaming Fees	
For name changes or naming of public dedicated streets other than those named during the subdivision process:	
Street Naming Petition and Hearing Advertising Fee	\$150.00
Installation of Each New City Sign, Post, Etc.	\$150.00 per sign
Replacement of Existing City Sign Due to Change Where No Post Is Needed	\$ 80.00 per sign
	The minimum fee shall be either a combination of 1 and 2 OR 1 and 3 above; however, all signs that need to be changed and/or maintained by the City must be paid for prior to installation
For Private Road Naming:	
Street Naming Petition and Hearing Advertising Fee	\$150.00
Installation of Each New City Sign, Post, Etc.	\$150.00 per sign
If No Public Hearing or Public Notice is Necessary, i.e., 100% Petition and No Partial Dedicated Street Involved	No Fee
If No Signs are Required	No Fee

<sup>1</sup> Fees for commencing activities, without a permit, shall be assessed at the regular rate multiplied by one and one half (1.5) for Residential and two (2) for Commercial.

<sup>2</sup> HCC 21.63 repealed Contract Rezone via Ordinance 03-21

<sup>3</sup> HCC 8.11

<sup>4</sup> Resolutions 07-14, 03-159, and 96-13

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Planning and Zoning Fees have been set by the following legislative enactments:

HCC 14.08.035	Reso 00-17	Reso 05-27(S)	Reso 16-109	Reso 22-027
HCC 21.42.060	Reso 03-12(A)	Reso 05-35	Reso 17-010	
HCC Title 21	Reso 03-159	Reso 07-14	Reso 18-074	
	Reso 04-35	Reso 07-45	Reso 21-038(S)	
	Reso 04-98(S)(A)	Reso 08-124	Reso 21-058	



## PORT AND HARBOR

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Port and Harbor fees can be found in the Homer Tariff No. 1 available on the City of Homer Port & Harbor webpage and the Harbormasters Office.

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Port and Harbor Fees have been set by the following legislative enactments:

HCC Title 10	Reso 95-19	Reso 03-104	Reso 12-037(S)
	Reso 95-69	Reso 03-154(S)	Reso 14-114
Ord 95-18(A)	Reso 99-30(A)	Reso 04-96	Reso 15-073
	Reso 99-78(S)	Reso 05-123	Reso 15-091
	Reso 99-101	Reso 06-04	Reso 16-061
	Reso 99-118(A)	Reso 06-52	Reso 18-041(S)
	Reso 00-39	Reso 07-121	Reso 19-080
	Reso 01-84(S)(A)	Reso 08-123	Reso 19-081(S)(A)
	Reso 02-81(A)	Reso 10-89	Reso 21-039(S)
	Reso 03-88	Reso 12-023	



## PUBLIC SAFETY

### HOMER POLICE DEPARTMENT (HPD)

**Noisy Vehicles:** Enforcement begins April 28, 2004. Noise greater than 85 decibels (dBA) at a distance of fifty (50) feet is prohibited. Between the hours of 8 p.m. and 8 a.m. not greater than 75 dBA at a distance of fifty (50) feet.

**CORR:** "CORR" means a correctable/dismissible offense. A citation for one of these offenses may be dismissed (or voided) if proof of correction is presented to a HPD vehicle inspector within thirty (30) days. If the required repair is not made and shown to a vehicle inspector within the specified time, the defendant must pay the fine.

Annual Safety Inspection Commercial Vehicles	\$100.00
Chauffeurs License	\$100.00 application fee plus \$35.00 fee for Fingerprinting to the State of Alaska (none of these fees are refundable)
Engine Brake Use Prohibited:	
First Conviction	\$100.00
Second Conviction Within Six (6) Months of First Conviction	\$200.00 plus proof of satisfactory HPD commercial vehicle inspection
Third Conviction Within Six (6) Months of Any Prior Conviction	\$300.00 plus proof of satisfactory HPD commercial vehicle inspection
Excessive Police Response to Residential Property per Calendar Year <sup>1</sup>	\$250.00
Handicap Parking Violation	\$100.00
Itinerant or Transient Merchant: <sup>2</sup>	
Application Fee	\$10.00
60-day License	\$330.00
Muffler Not Working Properly	CORR/\$500.00
Muffler Modified/Excessive Noise	CORR/\$500.00
Muffler Removed or Inoperative	CORR/\$500.00
Noise Exceeds Limits:	
First Conviction	\$100.00
Second Conviction Within 6 Months of First Conviction	\$200.00
Third Conviction Within 6 Months of Any Prior Conviction	\$300.00
Parking Tickets (Paid at City Hall) <sup>3</sup>	\$25.00
Public Transportation <sup>4</sup>	

Vehicle Permit – Expires June 30 <sup>th</sup>	\$150.00 fiscal year
Permit After January 1 <sup>st</sup> – Expires June 30 <sup>th</sup>	\$75.00
Replacement Permit	\$5.00

<sup>1</sup> HCC 6.16.020

<sup>2</sup> HCC Title 8

<sup>3</sup> AAC 13

<sup>4</sup> HCC 8.12.150 and 8.12.200

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Homer Police Department Fees have been set by the following legislative enactments:

HCC 6.16	Reso 06-45	Reso 21-058
HCC Title 7	Reso 10-90(A)	Reso 22-027
HCC Title 8	Reso 15-097(S)(A)	
Ord 01-20	Reso 19-081(S)(A)	

## HOMER VOLUNTEER FIRE DEPARTMENT (HVFD)

Ambulance	
Basic Life Support (BLS), Resident	\$750.00 plus \$15.00 per load mile
Basic Life Support, Non-Resident	\$1,000.00 plus \$15.00 per load mile
Advanced Life Support (ALS)1, Resident	\$950.00 plus \$15.00 per load mile
Advanced Life Support 1, Non-Resident	\$1,500.00 plus \$15.00 per load mile
Advanced Life Support 2, Resident	\$1,250.00 plus \$15.00 per load mile
Advanced Life Support 2, Non-Resident	\$1,750.00 plus \$15.00 per load mile
Non-Emergency Transport (Billed as Basic Life Support Resident and Non-Resident Mileage)	\$15 per mile, one-way from pick up location to destination
Standby – Crew of 2 (billed per half hour)	\$60.00 per hour or \$510.00 per 8 hour day
Mileage , one-way load miles	\$15.00 per mile
Medivac	Determined by level of call; see BLS, ALS rate
Fire	
Type 1 Engines (>1,000 gals or 1,500 GPM)	\$240.00 per hour \$2,040.00 per day
Type 1 Tenders (<3,000 gals or 1,000 GPM)	\$144.00 per hour \$1,224.00 per day
Ladder Truck	\$360.00 per hour \$3,060.00 per day
Medic Unit/Ambulance	\$60.00 per hour \$510.00 per day

Brush Patrol	\$100.00 per hour
Command Vehicle	\$50.00 per hour
Rescue/Extrication Truck	\$144.00 per hour (1 hour minimum) \$1,224.00 per day
Command/Utility Vehicle	\$60.00 per hour \$510 per day
6 x 6 ATV	\$25.00 per hour \$200 per day
Volunteer Personnel	
Fire Department IC (1) (IC - Incident Command)	\$36.00 per hour
Safety Officer/Officer	\$36.00 per hour
Driver/Engineer (1 per vehicle)	\$24.00 per hour
Firefighters (Minimum 1 per tender, 2 per Engine)	\$18.00 per hour
EMT (Minimum 2 per Rescue Medical Unit)	\$18.00 per hour

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Homer Volunteer Fire Department Fees have been set by the following legislative enactments:

Reso 91-97	Reso 06-64(S)(A)
Reso 92-06	Reso 15-097(S)(A)
Reso 92-43(S)	Reso 16-109
Reso 03-145	
Reso 04-98(S)(A)	



## PUBLIC WORKS

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Not obtaining any permit or not complying with any permit conditions described herein will be subject to Homer City Code General Penalties as described under Chapter 1.16.

Commercial <sup>1</sup>	\$60.00
Development Fee for Private Projects: <sup>2</sup>	
Cost Estimate Less than \$100,000	1.0% of cost estimate, but not less than \$250.00
Cost Estimate \$100,000 to \$500,000	0.75% of cost estimate, but not less than \$1,000
Cost Estimate Above \$500,000	0.50% of cost estimate, but not less than \$3,750
*Municipal projects shall include an appropriate project overhead for project administration and inspection.	
Driveway Permit Residential	\$45.00
Long Driveway (addn) <sup>1</sup>	\$105.00
Potable Water	\$5.00 per fill
R.V. Station dumping	\$15.00 per dumping
Utility Construction Project Permit	
Minor (Less Than 150 LF of Right-of-Way Affected)	\$90.00
Major (More Than 150 LF of Right-of-Way Affected)	\$225.00

<sup>1</sup> HCC 11.08.040

<sup>2</sup> HCC 11.20.070

## SUBDIVISION AGREEMENT FEE SCHEDULE

Agreement Application, Plan Review, Inspection, and Warranty Period Deposits

A developer shall pay the City's actual cost associated with the reviewing, approving, coordinating and inspecting improvements required to be completed under a subdivision agreement. The City's cost shall include, but is not limited to, administering the agreement, plan checking, surveillance, and administrative overhead. Prior to initiating each phase of the subdivision approval process, a deposit shall be paid. Deposits shall not bear interest. The deposits shall be held in a separate account and disbursed only as authorized by this fee schedule. The deposits are described below:

- 1) Subdivision Agreement Application: Upon submitting an application agreement, the Developer will provide a \$300 deposit.

- 2) Subdivision Improvement Plan Review: Upon submission of plans for review and approval, the Developer will provide a plan review deposit of .5% of the estimated cost of improvements or \$300, whichever is greater.
- 3) Construction Inspection: Prior to the issuance of a notice to proceed with construction to the Developer, the Developer shall pay a deposit toward the City's costs based upon the estimated cost of the improvements to be constructed under the subdivision agreement as follows:

<u>Estimated Construction Cost</u>	<u>Deposit</u>
\$10,000 or less	\$300.00
Over \$10,000 up to \$50,000	4% of the estimated costs
Over \$50,000 up to \$150,000	3% of the estimated costs
Over \$150,000 up to \$500,000	2.5% of the estimated costs
Over \$500,000	\$13,000.00

After the City finds the subdivision improvements meet City specifications, it shall determine its costs to date. If costs (plus any deposit required under subsection 4 below) exceed the total deposits received, the Developer shall pay the balance to the City prior to final acceptance of the improvements. If the total deposits exceed the costs, the City shall refund the balance (less any deposit required under subsection 4 below) to the Developer.

- 4) Initiation of Warranty Period: Prior to acceptance of completion by the City of the undertaking by the developer, the Developer shall also pay a deposit toward the City's cost incurred during the warranty period under the subdivision agreement in the amount determined by the Public Works Director, but not to exceed \$2,000.

If at any time the City finds its costs exceed the total deposit received, the City may periodically bill and receive payment from the Developer for those actual incurred costs in excess of the amount of deposit.

## **WATER/SEWER MAIN EXTENSION AND FILL STATION PERMIT**

Installation Agreement Application, Plan Review, Inspection, and Warranty Period Deposits

A developer shall pay the City's actual cost associated with the reviewing, approving, coordinating and inspecting water or sewer main extension improvements or fill station improvements required to be completed under an installation agreement. The City's cost shall include, but is not limited to, administering the agreement, plan checking, surveillance, and administrative overhead. Prior to design review or construction of the improvement, a deposit shall be paid. Deposits shall not bear interest. The deposits shall be held in a separate account and disbursed only as authorized by this fee schedule. The deposits are described below:

- 1) Installation Agreement Application: Upon submitting an application agreement, the Owner/Developer will provide a \$300 deposit.
- 2) Improvement Plan Review: Upon submission of plans for review and approval, the Owner/Developer will provide a plan review deposit of .5% of the estimated cost of improvements or \$300, whichever is greater.



- 3) Construction Inspection: Prior to the issuance of a notice to proceed with construction, the Owner/Developer shall pay a deposit toward the City's costs based upon the estimated cost of the improvements to be constructed under the subdivision agreement as follows:

<u>Estimated Construction Cost</u>	<u>Deposit</u>
\$10,000 or less	\$300.00
Over \$10,000 up to \$50,000	4% of the estimated costs
Over \$50,000 up to \$150,000	3% of the estimated costs
Over \$150,000 up to \$500,000	2.5% of the estimated costs
Over \$500,000	\$13,000.00

After the City finds the improvements meet City specifications, it shall determine its costs to date. If costs (plus any deposit required under subsection 4 below) exceed the total deposits received, the Developer shall pay the balance to the City prior to final acceptance of the improvements. If the total deposits exceed the costs, the City shall refund the balance (less any deposit required under subsection 4 below) to the Developer.

- 4) Initiation of Warranty Period: (applies to water/sewer extension permits only). Prior to acceptance of completion by the City, the Owner/Developer shall also pay a deposit toward the City's cost incurred during the warranty period under the subdivision agreement in the amount determined by the Public Works Director, but not to exceed \$2,000. If at any time the City finds its costs exceed the total deposit received, the City may periodically bill and receive payment from the Owner/Developer for those actual incurred costs in excess of the amount of deposit.

Commercial/Industrial Waste Disposal permit fees shall be determined by the Public Works Director based on type of discharge, location of discharge, timing of discharge, potential impact to the City's collection and treatment systems, reasonableness of alternative methods of disposal.

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Public Works Fees have been set by the following legislative enactments:

HCC 11.08.040	Reso 95-1	Reso 21-058
HCC 11.20.070	Reso 04-98(S)(A)	
	Reso 15-097(S)(A)	
	Reso 18-077(A)	
	Reso 19-081(S)(A)	



## WATER AND SEWER

A 15% admin. fee will be assessed for replacement parts for water/sewer services, functions, pressure reducing valves, sewer saddles, any Public Works Department stock item for resale to public.

Establishing Service (Includes a One-Time Disconnect)	\$75.00
Service Calls, Inspections, Repairs Not to Exceed One Hour	\$25.00 per employee plus equipment and materials
Service Calls, Inspections and Repairs During Normal Operating Hours in Excess of One Hour Labor	Actual labor costs by City plus equipment and materials
Service Calls, Inspections and Repairs after Normal Operating Hours or on Weekends/Holidays	\$50.00 minimum plus equipment and materials or actual cost incurred by City, whichever is greater

## WATER (New Water/Sewer Rates per Ordinance 22-61 Effective November 1, 2022)

A 4.85% of total charges charged to every customer outside of city limits in lieu of city sales tax will be applied to those water accounts outside city limits.

### Customer Classification Definitions for Determining Water Connection and Extension Permit Fees

Single Family Residential: A unit providing housing for one household; with less than 25% of the building area used for business or commercial purposes.

Multi-Family Residential: A building or lot occupied by more than one household: contained within one building or several building within one complex. Examples of multi-family units includes duplexes, four-plexes and up, apartments, condominiums, co-housing projects, and multiple structures on one lot (where units are normally rented or occupied for longer than one month at a time). Examples of units not considered as multi-family include hotels, motels, B&B's seasonal rooms/cabins (where units are routinely rented or occupied for less than one month at a time.)

Commercial: Any user not defined as Residential.

Water Connection Fee	
Single Family	\$300.00*
Multi-Family/Commercial	\$375.00*
*All other fees for delayed or deferred services, in lieu of assessments and necessary right-of-way permits, shall be in addition to the permit fee. A property owner installing a water connection which qualifies for a deferred assessment payment or makes a payment in lieu of assessment shall pay the assessment prior to issuance of the connection permit.	

## Customer Classification Definitions for Determining Water Rates

Bulk Water Customers: The bulk water customers are the resellers of water or water users who purchase water from the water plant directly and are not in the metered water distribution system.

Non-Bulk Customers: All customers who receive water from the metered water distribution system.

Multi-Units: An additional \$5 monthly charge shall apply to each of the units of a building or lot occupied by more than one household or commercial entity contained within one building or several buildings within one complex. Examples of multi-family units include duplexes, four-plexes and up, apartments, condominiums, co-housing projects, and multiple structures on one lot (where units are normally rented or occupied for longer than one month at a time). Examples of units not considered as multi-family include hotels, motels, and B&B's seasonal rooms/cabins (where units are routinely rented or occupied for less than one month at a time.)

This fee applies to all multi-unit structures defined in the sewer section of this for apartments, rental units or multi-unit buildings where each unit would have one or more restrooms and are intended to be rented on a monthly basis where there is only one meter installed, excluding a rental building restroom used for shared or public use.

## Water Rate Schedule

All water utility services shall be billed according to the following schedule. This schedule is for monthly water service and is in addition to any charges for connecting or disconnecting the service, installation of the service or any assessment of the improvements.

**Water Rates**

**Table III**

Customer Classification	Monthly Service	Usage Charge/Gallon
Non-Lift-Station Customer	\$0.00	\$0.0172
Lift-Station Customer	\$0.00	\$0.0172
Multi-units (additional per unit)	\$5.00	N/A
Bulk Water	\$0.00	\$0.0201

## Meter Size Deposits

\$750 meter deposit shall apply to metered fire hydrant connections. The deposit will be returned when the meter is returned undamaged. This deposit may be waived upon the recommendation of the Public Works Superintendent.

If a bulk water customer purchases a meter from the City for measuring the quantity of water purchased, it shall be exempt from the monthly meter service charge. It is the responsibility of the bulk water customer to maintain that meter so the City can accurately determine the amount of water being purchased. In the event the meter fails, it is the bulk water customer's responsibility, at its expense, to repair it or purchase a replacement meter from the City. The City may at any time test the meter for accuracy.

Size (inches)	Residential Users	Non-residential Users
5/8	\$75.00	\$220.00
3/4	\$80.00	\$230.00

1	\$90.00	\$250.00
1-1/2	\$115.00	\$310.00
2	\$150.00	\$370.00
3	\$220.00	\$525.00
4	\$310.00	\$730.00
6	\$520.00	\$1,225.00

## **SEWER** (New Water/Sewer Rates per Ordinance 22-61 Effective November 1, 2022)

### **Customer Classification Definitions for Determining Sewer Connection and Extension Permit Fees**

Single Family Residential: A unit providing housing for one household; with less than 25% of the building area used for business or commercial purposes.

Multi-Family Residential: A building or lot occupied by more than one household: contained within one building or several buildings within one complex. Examples of multi-family units includes duplexes, four-plexes and up, apartments, condominiums, co-housing projects, and multiple structures on one lot (where units are normally rented or occupied for longer than one month at a time). Examples of units not considered as multi-family include hotels, motels, B&B's seasonal rooms/cabins (where units are routinely rented or occupied for less than one month at a time.)

Commercial: Any user not defined as Residential.

<b>Sewer Connection Permit Fee</b>	
Single Family	\$255.00*
Multi-Family/Commercial	\$330.00*
*All other fees for delayed or deferred services, in lieu of assessments and necessary right-of-way permits, shall be in addition to the permit fee. A property owner installing a sewer connection which qualifies for a deferred assessment payment or makes a payment in lieu of assessment shall pay the assessment prior to issuance of the connection permit.	

### **Customer Classification Definitions for Determining Sewer Rates**

Lift Station Zone Customer: There are eleven sewage lift/pump stations that are used for pumping wastewater or sewage from areas with lower elevation than the treatment plant. Customers who are located in these areas shall be charged additional fees for the cost added to the services (see Table I and II).

Non-Lift Station Zone Customer: Customers who are located in the zone that do not need lift/pump station services.

Sewer System Dischargers (Sewer ONLY customers): Customers who use sewer service only shall be charged a monthly fee of \$5 plus sewer usage fee based on assessed volume of 3,000 gallons per month multiplied by the applicable sewage rate (see Table II). Kachemak City Local Improvement District (LID)

members have contributed to the initial cost of the sewer treatment plant and the collection system. For Kachemak City LID dischargers connected within the LID, the City of Homer shall bill Kachemak City in one single bill at the Lift-Station Zone Rate of \$88.50 (\$82.50 +\$6.00) per month per customer. Kachemak City shall be billed a \$5 monthly service charge to cover all Kachemak City sewer customers and shall be responsible for payment to the City of Homer.

### Sewer Rate Schedule

All sewer utility services shall be billed according to the following schedule (Table I, II). This schedule is for monthly sewer services and is in addition to any charges for connecting or disconnecting the service, installation of the service, or any assessment of the improvements.

**Sewer Rates**

**Table I**

Customer Classification	Monthly Service	Usage Charge/Gallon
Non-Lift-Station Customer	\$0	\$0.0171
Lift-Station Customer	\$0	\$0.0272
Multi-units (additional per unit)	\$5.00	N/A
<b><u>Water and Sewer Rates Combined</u></b>		
Combined Costs W/S Regular		\$0.0343
Combined Costs W/s Lift Station		\$0.0444

**Sewer ONLY Customers Rates**

**Table II**

	Fees/Rate/Usage	Per Customer Per Month
Non-Lift-Station Customer	\$0.0167/Gal	\$0.0171 (\$51.30/3000 gals)
Lift-Station Customer	\$0.0275/Gal	\$0.0272 (\$81.60/3000 gals)
Monthly Service	\$5.00/customer/mo.	\$5.00 (Kachemak City customers will be exempt from \$5 monthly service fee. Kachemak City will be billed a \$5 monthly service fee to cover all Kachemak City sewer customers.)
Pumping Fee ( <i>If Applicable</i> )	N/A	\$6.25
Assumption: Avg. Sewer Usage	3,000 Gal/Mo.	

Domestic sewer service customers who use large quantities of City water in addition to their domestic use shall be allowed, with the Public Works Director's approval, to install an additional water meter on the domestic water use line for the purpose of metering and charging for domestic sewer system use. Sewer system use will be billed monthly.

The City will allow, upon approval by Public Works and a permit from the Public Works Department, a second water usage meter – called a seasonal sewer meter – for each customer that desires to measure

the flow of City water that is not discharged to the sewer system during the summer growing season, June 15 through September 15. Rates noted above do not apply.

Seasonal Sewer Meter Fee is \$251.75.

This second meter will be read monthly during the summer and sewer charges will be credited monthly. The meter may not be subject to read during the fall and winter months. Any charges accrued during that period will be reflected the first billing cycle the meter is read.

## **RESIDENTIAL HOLDING TANK FEES** [Resolution 02-23]

City of Homer will bill property owner/customer monthly for City service, not pumping contractor charge. Property owner/customer is responsible for payment to pumping contractor.

Each property owner/customer will be billed once each month, regardless of number of pumping:

1 (one) Customer Charge	\$3.98
1 (one) General Service Charge	\$16.95
Commodity Charge	\$12.00 per pumping

City of Homer monthly billing examples based on number of pumping per month:

Type of Charge	No Pumping	1 mo. Pumping	3 mo. Pumping
Customer Charge	\$3.98	\$3.98	\$3.98
General Service Charge	\$16.95	\$16.95	\$16.95
Commodity Charge	\$0	\$12.00	\$36.00
Total Monthly Bill	\$20.93	\$32.93	\$56.93

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Water and Sewer Fees have been set by the following legislative enactments:

HCC Title 14	Ord 13-30(A)	Reso 00-34	Reso 05-125	Reso 14-060
	Ord 19-09(S)	Reso 00-123	Reso 06-04	Reso 16-063(S-2)
Ord 97-7	Ord 22-61	Reso 01-80(A)	Reso 07-119(A)	Reso 18-077(A)
Ord 97-13	Ord 23-24	Reso 02-80	Reso 07-120(A)	Reso 19-036(S)
Ord Ord 97-14		Reso 03-159	Reso 09-48(S)(A)	Reso 19-081(S)(A)
Ord 97-5(S)(A)		Reso 04-94(S)(A)	Reso 09-47(S)(A)	Reso 20-118(S)
Ord 97-17(A)		Reso 04-95	Reso 11-062(A)	
Ord 00-02		Reso 05-09	Reso 11-094(S)	
Ord 06-62(A)		Reso 05-121(A)	Reso 13-048(S-2)(A-3)	
Ord 11-43		Reso 05-122	Reso 15-074(A-2)	

## **SPECIAL EVENT FEES**

**The following fees will be required for all special events conducted on City Property or involve City personnel:**

<b>Permit Application Fee</b>	<b>\$100</b>
<b>Deposit – Rental Return, Damage, Litter, Trash Disposal</b>	<b>\$500</b>
<b>Rental Fees</b>	
<b>Barricades Cones or Candle sticks</b>	<b>\$2 each</b>
<b>Trash Cans</b>	<b>\$5 each</b>
<b>Snow Fencing and T Posts</b>	<b>\$50</b>
<b>Trash not disposed/removed</b>	<b>\$100</b>
<b>Road Closure</b>	<b>\$1,000</b>

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**Special Event Fees have been set by the following legislative enactments:**

**HCC Title 5.46**

**Reso 25-044**