



# Agenda

## City Council Regular Meeting

Monday, July 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 for June 23, 2025. City Clerk. Recommend approval.
- b. Memorandum CC-25-183 from City Clerk re: Liquor License Renewals for The Rum Locker, The Grog Shop, and Beluga Lake Lodge. Recommend approval.
- c. Memorandum CC-25-184 from Mayor re: Appointment of Mike Stark to the Economic Development Advisory Commission, Mary Darbonne to the ADA Advisory Board and Allison Engebretsen as Student Representative on the ADA Advisory Board. Recommend approval.
- d. Ordinance 25-47, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget to Fund Anticipated Maintenance to the Seawall by Establishing Authority in the FY26 Budget for Routine Maintenance to the Seawall. City Manager/Finance Director. Introduction July 28, 2025 Public Hearing and Second Reading August 11, 2025.

Memorandum CC-25-185 from Finance Director as backup.

- e. Ordinance 25-48, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget to Fund Anticipated Repairs or Maintenance to the United States Coast Guard Cutter (USCGC) Berth Space by Establishing Authority in the FY26 Budget for Routine

Maintenance to the USCGC Berth Space. City Manager/Finance Director. Introduction July 28, 2025 Public Hearing and Second Reading August 11, 2025.

Memorandum CC-25-186 from Finance Director as backup.

- [f.](#) Ordinance 25-49, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating \$52,500 from the Load and Launch Reserves Fund for the Purpose of Making Improvements to the Launch Ramp Area. City Manager/Port Director. Introduction July 28, 2025 Public Hearing and Second Reading August 11, 2025.

Memorandum CC-25-187 from Port Director as backup.

- [g.](#) Ordinance 25-50, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating \$20,000 from the Port Reserves Fund for the Purpose of Installing a Drywell in Lot 12B. City Manager/Port Director. Introduction July 28, 2025 Public Hearing and Second Reading August 11, 2025.

Memorandum CC-25-188 from Port Director as backup.

- [h.](#) Ordinance 25-51, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating \$30,000 from the Port Reserves Fund for an Engineering Assessment of the Homer Harbor Steel Grid. City Manager/Port Director. Introduction July 28, 2025 Public Hearing and Second Reading August 11, 2025.

Memorandum CC-25-189 from Port Director as backup.

- [i.](#) Ordinance 25-52, An Ordinance of the City Council of Homer, Alaska, Amending HCC 9.16.010 to Provide for an Increase of 0.3% Sales Tax, for a Term of Eight Years, for the Purpose of Financing the Acquisition and Construction of a Multi-Purpose Community Recreation Facility, and Submitting the Question of such Sales Tax Increase to the Qualified Voters of the City at the Regular Election to be held in the City on October 7, 2025. Aderhold/Davis. Introduction July 28, 2025 Public Hearing and Second Reading August 11, 2025.

- [j.](#) Resolution 25-066, A Resolution of the City Council of Homer, Alaska, Amending the Campground Host Memorandum of Understanding to Include a Utility Credit for Campground Hosts for City Owned Campgrounds at the Fishing Hole and Mariner Park. City Manager/Port Director.

Memorandum CC-25-190 from City Manager as backup.

- [k.](#) Resolution 25-067, A Resolution of the City Council of Homer, Alaska, Authorizing the Staff of the Homer Public Library to Apply for an Online with Libraries (OWL) Grant from the Alaska State Library. City Manager/Library Director.

Memorandum CC-25-191 from Library Director as backup.

- [l.](#) Resolution 25-068, A Resolution of the City Council of Homer, Alaska, Approving a Sublease between Happy Face, LLC and Kachemak Communications, LLC, Occupying the Center North

Office of the Upper Level of the Main Building (consisting of 309 square feet) Located on the Property Entitled T7S R13W Sec 1 Seward Meridian HM 0890034 LSEHLD Lot 32 Homer Spit AMD and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director.

Memorandum CC-25-192 from Port Property Associate as backup.

- [m.](#) Resolution 25-069, A Resolution of the City Council of Homer, Alaska, Acknowledging a Memorandum of Agreement with the Alaska Department of Transportation and Public Facilities for the Design Phase of the Homer All Ages and Abilities Pathway, Authorizing the City Manager to Negotiate and Execute the Appropriate Documents and Committing Match Funds for the Design Phase. Community Development Director.

Memorandum CC-25-193 from Special Projects and Communications Coordinator as backup.

- [n.](#) Resolution 25-070, A Resolution of the City Council of Homer, Alaska, Directing the Planning Commission to Review and Recommend Amendments to Homer City Code to Allow Temporary Structures for Retail Purposes on Vacant Lots in the Central Business District. Davis.
- [o.](#) Resolution 25-071, A Resolution of the City Council of Homer, Alaska Urging the Alaska Department of Transportation and Public Facilities to Prioritize Safety Improvements and Engage in Strong Local Collaboration During the Upcoming Sterling Highway MP: 169-175 Pavement Preservation Project. Mayor/City Council.

## **VISITORS**

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

- a. Committee of the Whole Report
- b. Mayor's Report
- c. Borough Report
- d. Comprehensive Plan and Title 21 Status Update Report
  - [i.](#) Homer Title 21 Update - Progress Report to Council
- e. Planning Commission
- f. Parks Art Recreation and Culture Advisory Commission
  - [i.](#) Memorandum CC-25-194 from PARCAC re: Community Recreation Facility Location Recommendation

## **PUBLIC HEARING(S)**

- [a.](#) Ordinance 25-44(A), An Ordinance of the City Council of Homer, Alaska, Appropriating up to \$250,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund for the Development of a Trailhead and Trail Segment on the East Side of the Sterling Highway at

Green Timbers in Accordance with the Diamond Creek Recreation Area Trails Plan. Aderhold. Introduction June 9, 2025 Public Hearing and Second Reading June 23, 2025 Postponed to July 28, 2025.

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

Ordinance 25-44(A)(S), An Ordinance of the City Council of Homer, Alaska, Appropriating up to \$250,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund for the Development of a Trailhead and Trail Segment on the East Side of the Sterling Highway at Green Timbers in Accordance with the Diamond Creek Recreation Area Trails Plan. Aderhold.

Memorandum CC-25-195 from Public Works Director as backup.

Topographical Contours Drawing for the Diamond Creek Underpass Project Area

- [b.](#) Ordinance 25-46(A), An Ordinance of the City Council of Homer, Alaska, Amending HCC 9.16.010 to Provide for the Retention For 8 Years of 0.3% Sales Tax Designated for the Purpose of Financing Acquisition and Construction of a Multi-Purpose Community Recreation Center Upon the City Accruing Sufficient Funding to Pay Off the Police Station Debt Service and Submitting the Question of Such Sales Tax Retention to the Qualified Voters of the City at the Regular Election to be Held in the City on October 7, 2025. Aderhold/Davis. Introduction June 23, 2025 Public Hearing and Second Reading July 28, 2025.

## **ORDINANCE(S)**

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

- [a.](#) City Manager's Report
- b. FY25 Year End Report - Preliminary

### **PENDING BUSINESS**

- [a.](#) Resolution 25-047(S), A Resolution of the City Council of Homer, Alaska, Authorizing the Execution and Delivery of a Loan Agreement Required by the State of Alaska Department of Environmental Conservation Under its Drinking Water Revolving Loan Program in Connection with a Fully Forgiven Loan in an Amount Not to Exceed \$491,400 to Assist in Financing the Ohlson Lane and Bunnell Avenue Water Main Replacement Project. City Manager/Public Works Director.

Memorandum CC-25-132 from Public Works Director as backup.

Resolution 25-047(S)(A), A Resolution of the City Council of Homer, Alaska, Authorizing the Execution and Delivery of a Loan Agreement Required by the State of Alaska Department of Environmental Conservation Under its Drinking Water Revolving Loan Program in Connection with a Fully Forgiven Loan in an Amount Not to Exceed \$491,400 to Assist in Financing the Ohlson Lane and Bunnell Avenue Water Main Replacement Project.

Memorandum CC-25-132(A) from Public Works Director as backup.



- b. Resolution 25-048(S), A Resolution of the City Council of Homer, Alaska, Authorizing the Execution and Delivery of a Loan Agreement Required by the State of Alaska Department of Environmental Conservation Under its Clean Water Revolving Loan Program in Connection with a Fully Forgiven Loan in an Amount Not to Exceed \$324,000 to Assist in Financing the Ohlson Lane and Bunnell Avenue Storm Drain Upgrade Project. City Manager/Public Works Director.

Memorandum CC-25-133 from Public Works Director as backup.

Resolution 25-048(S)(A), A Resolution of the City Council of Homer, Alaska, Authorizing the Execution and Delivery of a Loan Agreement Required by the State of Alaska Department of Environmental Conservation Under its Clean Water Revolving Loan Program in Connection with a Fully Forgiven Loan in an Amount Not to Exceed \$324,000 to Assist in Financing the Ohlson Lane and Bunnell Avenue Storm Drain Upgrade Project. City Manager/Public Works Director.

Memorandum CC-25-133(A) from Public Works Director as backup.

## **NEW BUSINESS**

### **RESOLUTIONS**

### **COMMENTS OF THE AUDIENCE**

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

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

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

### **COMMENTS OF THE MAYOR**

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

### **ADJOURNMENT**

Next Regular Meeting is Monday, August 11, 2025 at 6:00 p.m., Committee of the Whole at 5:00 p.m. A Worksession at 4:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 25-17 a Regular Meeting of the City Council of Homer, Alaska was called to order on Monday, June 9, 2025 by Mayor Rachel Lord at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance. The Council conducted a Worksession at 4:00 p.m. to receive a presentation on Port & Harbor Property Leases.

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

**ABSENT:** COUNCILMEMBER HANSEN (EXCUSED)

**STAFF:** CITY MANAGER JACOBSEN  
CITY CLERK KRAUSE  
PORT DIRECTOR HAWKINS  
HR DIRECTOR BROWNING  
CITY PLANNER FOSTER  
FINANCE DIRECTOR FISCHER  
SPECIAL PROJECTS & COMMUNICATIONS COORDINATOR CARROLL  
COMMUNITY DEVELOPMENT DIRECTOR ENGBRETSSEN  
FIRE CHIEF KIRKO

#### **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 Hansen requested excusal and prior notice be provided. A quorum 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: **ANNOUNCEMENTS/PRESENTATIONS/REPORTS** item c. Mayor's Report Memorandum from Mayor re: AKDOT Meeting with City of Homer on State Road Projects **CITY MANAGER'S REPORT** item a. City Manager's Report Public Comment received. **COMMENTS OF THE AUDIENCE** Public Comment received on the closure of the Activity Room at the HERC.

ADERHOLD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

#### **MAYORAL PROCLAMATIONS AND RECOGNITIONS**

Mayor Lord proceeded to read the following into the record:

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

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

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

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

- a. Ordinance 25-39(S), Appropriating Funds for the Fiscal Years 2026 and 2027 Capital Budget.
- b. Ordinance 25-44(A), Appropriating \$250,000 from HART Trails Fund for the Development of a Trailhead and Trail Segment on the North Side of the Sterling Highway at Green Timbers.

Heath Smith, city resident, expressed comments in support of Memorandum CC-25-182 and thanked Councilmembers Aderhold and Parsons for their efforts.

Kathy Stingley, commented on the request for proposal document for the fire department expressing appreciation for the inclusiveness and how comprehensive it was. She then provided recommendations for amendments to the document as follows: Line 53 include Advanced Cardiac Life Support; Line 77, include Community members; Line 80, include prior volunteers and paid staff; Line 94, should state, “over the last 3 years”; Line 100, include the ability to man that equipment; Line 104, add “the mutual response area”; Line 112, bullet point three, add recruitment and retention policies; Line 121-122, add “and concerned community members.”

Mayor Lord interjected that Ms. Stingley had expended her allotted time and recommended submitting her comments in writing to the City Manager.

Kate Finn, city resident, expressed comments on the culture of the Homer Volunteer Fire Department being justly acknowledged in the Request for Proposal, then referred to line 220-223 regarding the Selection Committee, recommending that it should state “current or past volunteer or employee” and further recommended that there should be two members of the public who have active historical or current knowledge of the Fire Department appointed to the selection committee and to lines 76-78, should also include previous and current volunteers and employees to be represented.

Tim Doherty, commented in support of Resolution 25-061 and moving to a one year agreement, noting the changing times and need for serious discussions between the municipalities, school district and Borough regarding the Borough owned facilities. He continued stating that it has been hard for people to get into the schools and that was not was they were designed for, advocating for community partnerships and encouraging the city to enter into those types of negotiations.

Holly Van Pelt, city resident, expressed support for Ordinance 25-46 stating she was excited to see the recommendation from the Councilmembers to continue the tax to fund the acquisition and construction of a multi-purpose community center. She noted that it has been a long time coming and that while the use of school facilities has been beneficial the recreation programs are becoming second place to the primary purpose of those facilities, and the HERC is falling down around them daily. Ms. Van Pelt applauded the efforts of the community recreation staff and their efforts to bring a varied program to the community but fears that each year they do not have a facility it will only increase in costs.

Samantha Cunningham, expressed comments on the proposed request for proposal noting the previous recommended changes to be positive and believed that going forward to finding a local contractor would be difficult but could be done however she expressed concerns on the ability of a contractor to get the requested amount of work done in the stated period and that the City is looking to correct a loss of trust from the

community in the fire department and believed that it would be difficult for an outside company to accomplish that aspect.

Tara Heuper, city resident, attending via Zoom, was unable to connect properly.

Mayor Lord expressed comments on the difficulty experienced with technology and comments can be submitted to the City Clerk who will provide them to Council and the City Manager.

## RECONSIDERATION

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

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

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

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

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

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

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

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

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

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

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

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

Memorandum CC-25-178 from City Manager as backup.

City Clerk Krause read the Consent Agenda into the record.

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

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

## **VISITORS**

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

- a. Worksession Report

Port & Harbor Property Leases - A Presentation by Mark Bowman, Port Property Associate and Amy Woodruff, Port/Harbor Administrative Supervisor

City Manager Jacobsen reported that Council received a presentation on Port & Harbor Leases and conducted a brief discussion with Port Property Associate Bowman and Administrative Supervisor Woodruff regarding parking, sublessees and issues regarding mortgages relevant to terms. Additional information and work is ongoing and recommended code changes will be submitted for Council consideration and approval at a future date.

- b. Committee of the Whole Report

Councilmember Aderhold reported that Council discussed under the Consent Agenda:

- Ordinance 25-45 regarding effective date and clarified that it was an emergency ordinance and once adopted staff would be expending the funds as the situation was pretty urgent.
- Resolution 25-061 regarding the amendments and changing to one year.
- Resolution 25-064 concerns expressed on the expenditures of additional funds for matching grants. It was clarified that the city has already expended funds and those can be counted as a match. The City Attorney was able to review and participate in the process of the development and did not have concerns on the content.
- Resolution 25-065 the City Attorney was unable to review the agreement due to illness but was not concerned that there would be unacceptable language within the agreement.

Council discussed under the Regular Agenda the following:

Ordinance 25-46 discussion points were:

- Concerns if the city had two propositions on the ballot in 2026 that neither one would pass
- There was no location, costs, design, information
- Additional costs for election
- Would need to appropriate a minimum of \$5000 for materials and advertising to address APOC requirements
- Length of time the tax would be collected
- Community desire to have a new community recreation center
- Amendments can be made at this meeting to address concerns and a substitute can always be presented for the public hearing.
  - The city attorney would be reviewing this as well over the time between meetings and will be submitting amendments/substitute.

Ordinance 25-44(A) discussion points were:

- Ongoing alternative crossings
  - Diamond Ridge Road Crossing is not preferred by Homer Trails Alliance (HTA)
- Time period extended to October by Department of Transportation (ADOT)
- Security, Maintenance, Lighting requirements and concerns
- Postponement to the July meeting

Further discussions by Mayor and Council on the following:

- Clarification on HERC Capital Budget Requests and amounts
- Public Notice on Remediation of Lead Based Paint found in the HERC Activity Room
  - Communicate with the public on status

c. Mayor's Report

Mayor Lord noted to those present and listening that they can read her newsletter on the city website through the following link, <http://www.deskofthehomermayor.substack.com>. She then reported on the memorandum in the supplemental packet regarding the meeting with the Alaska Department of Transportation and Public Facilities. She reported on the status of recycling of tin cans and concerns expressed by community members on the feral rabbit issues. Mayor Lord stated that she would be bringing forward a resolution that outlines safety concerns for the Sterling Highway from Baycrest to the Homer Spit.

d. Borough Report

Kelly Cooper, Assembly representative for Homer reported on the following:

- Approval of the Borough Budget
  - Added \$4.7 million to education funding
  - Reduction in the mil rate for property taxes
- Borough Land Sales will be conducted by outcry Auction in August
  - New program for residents to encourage purchasing and building their homes
    - Discount and financing by the Borough
- Recycling Efforts

e. Americans With Disabilities Act Advisory Board

Pat Case, Boardmember reported the Board held a lively conversation on the opportunity of bringing tourism dollars by people with disabilities to Homer and encouraging the businesses to be ADA compliant, reaching that demographic and providing the information by elevating our transportation plan and use of wayfinding by putting signage on trails with accessibility guidance plus working with the Chamber of Commerce. The Board also recommended extending the submittal date for the Request for Information for Harbor Accessibility. Mr. Case then congratulated City Clerk Krause on becoming a fully certified ADA Coordinator commending her for the perseverance; and the Board has recommended approval to add a student representative position.

f. Economic Development Advisory Commission

Chrissy Zubeck, Commissioner, reported that the Commission reviewed a proposal on the Town Center Lot for placement of a Community Recreation Center and forwarded a recommendation of non-support of that location. They support alternative locations in town and are looking to hear about those locations. The Commission has canceled the July meeting. Ms. Zubeck announced the vacancy on the Commission for a resident or non-resident applicant.

g. Planning Commission

Charles Barnwell, Commissioner, reported that the Commission addressed the following at their last meeting:

- Proposed location of town center for a multi use community center
  - Concerns on access and additional traffic impacts to Pioneer Avenue
  - Drainage
  - Neighboring property owners and what their plans are for their property and how that would work with a neighboring Community Center
- Conditional Use Permit to expand the Honda Shop on Ocean Drive
- Comprehensive Plan Update Review
- Title 21 Update and Review

h. Parks, Art, Recreation & Culture Advisory Commission

Peter Roedl, Commissioner, reported that the Commission reviewed and discussed the following:

- Campgrounds improvements
  - Proposed CIP to address the dual purposes
- Reports from Public Works and Community Recreation
- Reviewed ongoing Recreation Policy and Procedure document
  - Goal is to have before Council by November
- Reviewed and Recommendation for Town Center location for Community Recreation Center
- Reviewed preliminary projects for CIP postponed to the August meeting
- Approved allocation of remaining \$500 commission funds.

Commissioner Roedl expressed his dismay at the time he has been on the Commission and they still have not obtained any progress on a Community Recreation Center.

**PUBLIC HEARING(S)**



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

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

Memorandum CC-25-180 from PHAC as backup.

FY26 & FY27 Budget Amendments

Mayor Lord introduced Ordinance 25-39(S) and opened the Public Hearing.

Pam Brodie, city resident, expressed appreciation for the purchase of land above Karen Hornaday Park and supported the expenditure of funds to make improvements on that trail.

Mayor Lord closed the Public Hearing, and noted previous actions by Council as follows and Ordinance 25-39(S) is before Council for continued discussion or amendments. :

- Aderhold/Venuti moved to adopt the Ordinance 25-39(S) by reading of title only.
- Aderhold/Venuti moved to postpone Ordinance 25-39(S) to the June 9<sup>th</sup> meeting.
- Erickson/Parsons moved to amend Ordinance 25-39(S) \$25000 for the Bay Avenue Trail Easements.
- Aderhold/Davis postponed this ordinance to the June 23<sup>rd</sup>/tonight's meeting.

DAVIS/PARSONS MOVED TO AMEND THE CAPITAL BUDGET BY \$25,000 WITH \$12,500 FROM THE GENERAL CARMA AND \$12,500 FROM HART TRAILS FUND.

There was a brief discussion on surveying needed due to possible encroachments.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

DAVIS/ERICKSON MOVED TO AMEND THE ORDINANCE 25-39(S) TO SPLIT THE COST OF THE EQUIPMENT TO MAINTAIN SIDEWALKS AND TRAILS \$125,000 TO HART ROADS AND \$125,000 TO HART TRAILS.

There was brief comment that the Council has discussed this item in depth previously.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Lord requested further amendments to Ordinance 25-39(S).

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

Motion carried.

Mayor Lord noted that Ordinance 25-39(S)(A) was adopted and they had a Capital Budget.

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

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

Mayor Lord introduced Ordinance 25-44(A) and opened the Public Hearing.

Pam Brodie, city resident, expressed comments in support of Ordinance 25-44(A) noting her love of walking the trails and the Diamond Creek Area and the use of the HART funds for the trail was a great idea. She also supported the construction of a tunnel.

Karin Marks, city resident, expressed caution on having something so open-ended and liked having the time to firm up things more before making a decision. She further noted the fear of not doing something quite right can mean doing nothing at all but felt confident that those sitting in the chairs now could thread the needle appropriately.

Charles Barnwell, city resident, expressed comments on working with the Alaska Department of Transportation and Homer have a gateway to the west and that this project was an excellent opportunity for the City to expand Homer's vision, time is of the essence and we should jump at the opportunity.

Mayor Lord closed the public hearing having no additional public testimony and requested a motion.

ADERHOLD/VENUTI I MOVE TO ADOPT ORDINANCE 25-44(A) BY READING OF THE TITLE FOR SECOND AND FINAL READING.

Discussion ensued regarding the following:

- Alternatives explored that language in the ordinance may be restrictive.
- Recommended postponing the ordinance to July 28, 2025 meeting to see what transpires and possibly bring back a substitute or amended ordinance.
- Clarification on funding comes from HART trails, not roads.
- Support from the community and users who cross the highway for safety.
- Express appreciation for the work by the members of the Homer Trails Alliance (HTA)
- Once in generation opportunity with the proposed improvements the AKDOT & PF are doing.
- Postponement may offer more clarity on what the Council is voting on.
- Mayor Lord read the response from ADOT Director Holland, does not preclude a July decision
- Need to make sure of the location is agreed upon by all parties – staff, community, HTA, and Council.

ADERHOLD/VENUTI MOVED TO POSTPONE ORDINANCE 25-44(A) TO THE JULY 28, 2025 REGULAR MEETING AND HOLD A SECOND PUBLIC HEARING.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

## **ORDINANCE(S)**

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

Mayor introduced Ordinance 25-46 by reading of title and requested a motion.

ADERHOLD/DAVIS MOVED TO INTRODUCE ORDINANCE 25-46 BY READING OF THE TITLE ONLY.

Discussion ensued addressing the following:

- During the calendar year 2026 there will be enough funds to payoff the bond for the Police Department building and the Council is asking the residents to approve continued collection of the tax to put aside for the Multi Use Community Center.
- Pros and cons of having the Ordinance now with no details
- Amendments proposed to make it palpable to the public to have on the October ballot
- Consulting with Finance, if the tax is in place for 10 years there would be \$8 million, and 8 years would yield \$6.4 million collected

DAVIS/ADERHOLD MOVED TO AMEND ORDINANCE 25-46 TO SPECIFY THAT THE PERIOD TO COLLECT THE TAX WOULD BE 8 YEARS.

There was a brief discussion on adding .05 percent to address maintenance for the new facility similar to the police station.

City Manager Jacobsen responded to Council that a separate motion addressing that amendment was preferred since a motion was on the table.

Mayor Lord called for a five-minute recess at 7:24 p.m. to allow Councilmembers to review the ordinance for the amendment. The meeting was called back to order at 7:29 p.m.

DAVIS/ADERHOLD MOVED TO AMEND THE AMENDMENT BY INSERTING 8 YEARS AFTER THE WORD RETENTION IN LINE 7 OF THE TITLE AND LINE 66 INSERT A NEW SENTENCE, THE SALES TAX WOULD EXPIRE AFTER 8 YEARS, AFTER THE QUESTION MARK.

There was no further discussion.

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

Motion carried.

Mayor Lord facilitated further discussion on the following points:

- Limiting the amount for constructing a building
- Possible bonding.

- Depositing the sales tax collected into an account designated for such purpose similar to the Police Station
  - Funds collected would not be deposited with the Homer Foundation unless specifically stated
- Ordinance will be scheduled for public hearing at the next meeting.
  - Additional amendments can be done at that time.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

a. City Manager's Report

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

City Manager Jacobsen facilitated discussion and comments on the draft Request for Proposal document and other topics regarding the following:

- Line 29 - 1980s no apostrophe, first use of EMS should be written out, define SWOT
- Line 122 City Leadership and then reference to Municipal Leadership do these include City Council?
- Line 84 - three years extend that to 5 years presents a more accurate picture
- Line 102 Proposal narrative on insurance flexibility
- Selection process on Line 221
- Important to have one current and one past fire department to address potential bias
- Page 168 Addresses community perceived the lack of trust
- Include those recommendations from the public and incorporate into the RFP
- The limits and responsibilities of Council direction and participation in draft requests for proposals as it falls under administrative actions which is under the City Manager duties.
- Volunteer information 2019 versus 2025
- Cultural Analysis changes over time
- Changes to Line 90 and Line 94
- Volunteer Manual review but Consultant should not have to review that far back.
- Volunteers as independent contractors with varied skillsets
- Council expressed comments of appreciation for the city staff saving the moose calf.
- Revenue in the sewer fund way under the water and what happened CM will check

Mayor Lord facilitated additional discussion on trust in the Fire Department from the community, operational concern, operational audit, cultural component, community demographics, volunteer culture, policy update, agreed that it should not be confined to just three years. There are changes to the community demographics and COVID impacts.

City Attorney Gatti advised Council on appointment and involvement of the public in the selection process and due diligence. It was noted by the City Manager that she would require confidentiality agreements to be executed as information submitted in the proposals is confidential until awarded by Council and the name of the consultant chosen would not be released until the Council packet distribution in accordance with the city regulations and procurement policies.

- b. Monthly FY25 Year to Date Report

## **PENDING BUSINESS**

## **NEW BUSINESS**

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

Mayor Lord introduced the item by reading of the topic and deferred to Councilmember Aderhold.

Councilmember Aderhold provided a brief summary of the memorandum.

Mayor Lord facilitated discussion and requested a link to the HART Policy emailed to Council.

## **RESOLUTIONS**

## **COMMENTS OF THE AUDIENCE**

## **COMMENTS OF THE AUDIENCE**

Mike Illg, city resident and Recreation Manager recognized three employees with KPBSD who recently retired.

Ginger Drais, city resident, provided information about a recent incident on Kachemak Way between herself and a young person on a bicycle who came out in front of her almost causing a serious accident.

Pat Case, city resident, expressed concerns on Kachemak Way and the overgrowth of trees that block the view of drivers. He then expressed current requirements on the trail width, signage, and requesting the city to not stripe roads which has proven to calm traffic and paint the fog line to allow additional space to walk along the roadways.

Josephine Ryan, city resident, expressed agreement with the 5 years amendment in the request for proposal document.

Adele Persons, city resident, commented on taking a class in the HERC and appreciated seeing the notice on the city website of the reason why it was closed; lack of space until a community center is completed and acknowledged the willingness from city staff; and more partnership was needed between the community

Samantha Cunningham, commented on the request for proposal strongly encouraging the City to have a liaison that would work with the community and the consultant.

Cathy Stingley, commented recommending the City refer to the list of names that were willing to serve on an advisory body that was provided several weeks ago to the City Manager and Council.

## **COMMENTS OF THE CITY ATTORNEY**

City Attorney Gatti commented on Ordinance 25-46 needs to be reviewed and tuned up.

## **COMMENTS OF THE CITY CLERK**

City Clerk Krause reminded the public that the City was still looking to fill vacancies and Student positions on the advisory bodies.

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

City Manager Jacobsen provided a comment on the notice on the website for the lead paint.

### **COMMENTS OF THE MAYOR**

Mayor Lord expressed her appreciation for the staff and the amount of work that goes into the planning and production of meetings, the number of meetings that was held by Council this month and walking her aging horse through the city and striping of the roads.

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

Councilmember Erickson expressed comments on visitors coming to the city.

Councilmember Davis commented it was a good meeting.

Councilmember Aderhold provided comments on her participation with a walkability plan and the Borough Team has defined seven goals in their action plan, one of which is Fairview Avenue, meeting with staff on the intersection of Kachemak way, a July 11<sup>th</sup> HHS 50<sup>th</sup> Reunion welcome, John Hendricks organizer, reporting that if you graduated from HHS in any year please attend the multi-year reunion and at the recent AML meeting they discussed the defunding and impacts at the local level with reductions noting a Legislative Bill on developing a defined benefit program, while this is good for workers, however the State is not considered an employer and the municipalities are considered employers and this would ratchet up the costs hirer than the 22% currently covered by the city so attention is really needed to look at how this negatively impacts the city.

Councilmember Parsons expressed his appreciation to the Clerk's office and the City Manager and the public who came out to comment tonight and then noted that his son will be starting HHS this year and Kachemak Way and Fairview intersection really needs to be addressed before school starts. Then encouraged everyone to attend the production at Pier One Theater citing the great achievement and acting by the kids involved.

Councilmember Venuti expressed comments on the Peony Month and then viewing the near accidents at that corner of Kachemak Way with the increase in ebikes and pedestrians, suggested school guard crossings removing the alders and wished everyone a happy 4<sup>th</sup> of July.

### **ADJOURNMENT**

Mayor Lord adjourned the meeting at 8:38 p.m. and stated the next Regular Meeting is Monday, July 28, 2025 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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RENEE KRAUSE, MMC, CITY CLERK

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



# MEMORANDUM

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## Liquor License Renewal Applications for Rum Locker, The Grog Shop, and Beluga Lake Lodge

**Item Type:** Action Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** July 28, 2025  
**From:** Zach Pettit, Deputy City Clerk II

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

Type: Package Store License  
License #: 4432  
DBA Name: Rum Locker  
Service Location: 276 Ohlson Lane, Suite #3, Homer, AK, 99603  
Licensee: Uncle Thirsty's LLC  
Designated Licensee: Thomas Beck  
Email Address: dearunclethirsty@gmail.com  
Phone #: 907-299-8667; 907-235-5101

Type: Package Store License  
License #: 479  
DBA Name: The Grog Shop  
Service Location: 369 E Pioneer Ave, Homer, AK 99603  
Licensee: Uncle Thirsty's LLC  
Designated Licensee: Thomas Beck  
Email Address: dearunclethirsty@gmail.com  
Phone #: 907-630-0663

Licensee: Johnson Inn Homer, LLC  
License #: 4795  
License Type: Beverage Dispensary Tourism  
DBA: Beluga Lake Lodge  
Premises: 204 Ocean Drive Loop, Homer, AK 99603  
Designated Licensee: Douglas Johnson  
Email address: [dj\\_bidarkainn@hotmail.com](mailto:dj_bidarkainn@hotmail.com)  
Phone#: 907-299-1413

### Recommendation:

Voice non-objection and recommend AMCO approve the Liquor License Application.



**Attachments:**

AMCO Application Packets for:

Rum Locker Package Store License Renewal Application

The Grog Shop Package Store License Renewal Application

Johnson Inn Homer, LLC Beverage Dispensary Tourism License Renewal Application

Homer Police Department Non-Objection Memoranda

Kenai Peninsula Borough Non-Objection Memoranda



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

July 11, 2025

From: [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov); [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov);

Licensee: Uncle Thirsty's LLC

DBA: The Grog Shop

VIA email: [dearunclethirsty@gmail.com](mailto:dearunclethirsty@gmail.com)

CC: None

Local Government 1: City of Homer

Local Government 2: Kenai Peninsula Borough

Via Email: [mjacobsen@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us); [rkrause@ci.homer.ak.us](mailto:rkrause@ci.homer.ak.us); [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us);

[micheleturner@kpb.us](mailto:micheleturner@kpb.us); [sessert@kpb.us](mailto:sessert@kpb.us); [mjenkins@kpb.us](mailto:mjenkins@kpb.us); [nscarlett@kpb.us](mailto:nscarlett@kpb.us); [mboehmler@kpb.us](mailto:mboehmler@kpb.us);

[rmaidmae@kpb.us](mailto:rmaidmae@kpb.us); [slopez@kpb.us](mailto:slopez@kpb.us); [irasor@kpb.us](mailto:irasor@kpb.us); [hmills@kpb.us](mailto:hmills@kpb.us)

Re: Package Store License #479 Combined Renewal Notice for 2025-2026 Renewal Cycle

License Number:	#479
License Type:	Package Store
Licensee:	Uncle Thirsty's LLC
Doing Business As:	The Grog Shop
Physical Address:	369 E Pioneer Ave, Homer, AK, 99603
Designated Licensee:	Thomas Beck
Phone Number:	(907) 630-0663
Email Address:	<a href="mailto:dearunclethirsty@gmail.com">dearunclethirsty@gmail.com</a>

☒ License Renewal Application

☐ Endorsement Renewal Application

**Dear Licensee:**

Our staff has reviewed your application after receiving your application and the required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(s), your community council if your proposed premises are in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(s) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **September 16<sup>th</sup>, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov) email address if you have any questions.

**Dear Local Government:**

We have received completed renewal applications for the above-listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsements, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

**Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)**

We have received a completed renewal application for the above-listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above-referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding the review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov)

Sincerely,  
Kyle Helie, Licensing Examiner II  
For  
Kevin Richard, Director



Document reference ID : 4826

# Licensing Application Summary

**Application ID:** 4826

**Applicant Name:** Uncle Thirsty's Llc

**License Type applied for:** Package Store License(PSL) (AS 04.09.230)

**Application Status:** In Review

**Application Submitted On:** 12/23/2024 01:56 PM AKST

## Entity Information

**Business Structure:** Limited liability company

**Alaska Entity Number (CBPL):** 10189583

## Entity Contact Information

Name	Phone	Email	Relation
Tom Beck	907-630-0663	dearunclethirsty@gmail.com	Designated Licensee

**Entity Address:** 369 E Pioneer Avenue, Homer, AK, 99603, USA

## Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
Uncle Thirsty's Llc	Thomas Beck	Member	100

## Premises Address

**Address:** 369 E Pioneer Ave, Homer, AK, 99603, USA

**Does the proposed site include a valid street address?** Yes

## Basic Business information

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**Business/Trade Name:** The Grog Shop

## Local Government and Community Council Details

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**City/Municipality** Homer

**Borough** Kenai Peninsula Borough

## Attestations

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I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

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

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

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

## Signature

---

This application was digitally signed by : Tom Beck on 12/23/2024 01:58 PM AKST

## Payment Info

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Payment Type : CC

Payment Id: fae8615c-4b85-448e-9812-2e5eb7bca997

Receipt Number: 100997146

Payment Date: 12/23/2024 02:13 PM AKST



Document reference ID : 4826

## Renewal Application Summary

<b>Application ID:</b>	4826
<b>License No:</b>	479
<b>License Type applied for Renewal:</b>	Package Store License(PSL)
<b>Licensee Name:</b>	Uncle Thirsty's Llc
<b>Application Status:</b>	In Review
<b>Application Submitted On:</b>	12/23/2024 01:56 PM AKST

## Entity Information

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<b>Business Structure:</b>	Limited liability company
<b>FEIN/SSN Number:</b>	
<b>Alaska Entity number (CBPL):</b>	10189583
<b>Alaska Entity Formed Date:</b>	
<b>Home State:</b>	

## Entity Contact Information

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<b>Entity Address:</b>	369 E Pioneer Ave, Homer, AK, 99603
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## Renewal Information

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**Are there any changes to your ownership structure that have not been reported to AMCO prior to this application?:**

No

**Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in the next two years?:**

Yes

**As set forth in AS 04.11.330, how many hours did you operate during the first calendar year for this renewal period?:**

The license was regularly operated continuously throughout the first calendar year for this renewal period.

**As set forth in AS 04.11.330, how many hours did you operate during the second calendar year for this renewal period?:**

The license was regularly operated continuously throughout the second calendar year for this renewal period.

**Please select the seasonality:**

Year-round

**Has any person or entity in this application been convicted or disciplined for a violation of Title 04, 3 AAC 304 or 305, or a local ordinance adopted under AS 04.21.010 in the preceding two calendar years?:**

No

**Have any notices of violation or citations been issued for this license during the preceding two years?:**

No

## Attestations

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As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.

I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.

I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.

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

## Signature

---

This application was digitally signed by : Tom Beck on 12/23/2024 01:58 PM AKST

## Payment Info

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Payment Type : CC

Payment Id: fae8615c-4b85-448e-9812-2e5eb7bca997

Receipt Number: 100997146

Payment Date: 12/23/2024 02:13 PM AKST



# MEMORANDUM

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## No Objection - Package Store License Renewal Application for The Grog Shop

**Item Type:** Action Memorandum  
**Prepared For:** Zach Pettit, Deputy City Clerk II  
**Date:** July 14, 2025  
**From:** Police Chief, Mark Robl

---

The Homer Police Department has no objection to the Liquor License Application Renewal within the City of Homer for the following:

Type: Package Store License  
License #: 479  
DBA Name: The Grog Shop  
Service Location: 369 E Pioneer Ave, Homer, AK 99603  
Licensee: Uncle Thirsty's LLC  
Designated Licensee: Thomas Beck  
Email Address: dearunclethirsty@gmail.com  
Phone #: 907-630-0663



Friday, July 18, 2025

**Sent via email:** [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us)

Renee Krause, City Clerk  
City of Homer

RE: Non-Objection of Application

Licensee/Applicant	:	Uncle Thirsty's LLC.
Business Name	:	Grog Shop, The
License Type	:	Package Store
License Location	:	369 E. Pioneer Avenue, Homer, AK 99603, City of Homer
License No.	:	479
Application Type	:	License Renewal

Dear Ms. Krause,

This serves to advise that the Kenai Peninsula Borough has reviewed the above referenced application and has no objection.

Should you have any questions, or need additional information, please do not hesitate to let us know.

Sincerely,

Michele Turner, CMC  
Borough Clerk

cc: [dearunclethirsty@gmail.com](mailto:dearunclethirsty@gmail.com);



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

July 18, 2025

From: [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov); [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov);

Licensee: **Uncle Thirsty's LLC**

DBA: Rum Locker

VIA email: [dearunclethirsty@gmail.com](mailto:dearunclethirsty@gmail.com);

CC: None

Local Government 1: Homer

Local Government 2: Kenai Peninsula Borough

Via Email: [mjacobsen@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us); [rkrause@ci.homer.ak.us](mailto:rkrause@ci.homer.ak.us); [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us);

[micheleturner@kpb.us](mailto:micheleturner@kpb.us); [sessert@kpb.us](mailto:sessert@kpb.us); [mjenkins@kpb.us](mailto:mjenkins@kpb.us); [nscarlett@kpb.us](mailto:nscarlett@kpb.us); [mboehmler@kpb.us](mailto:mboehmler@kpb.us);

[rraidmae@kpb.us](mailto:rraidmae@kpb.us); [slopez@kpb.us](mailto:slopez@kpb.us); [irasor@kpb.us](mailto:irasor@kpb.us); [hmills@kpb.us](mailto:hmills@kpb.us);

Community Council: n/a

Via Email: n/a

Re: Package Store License #4432 Combined Renewal Notice for 2025-2026 Renewal Cycle

<b>License Number:</b>	#4432
<b>License Type:</b>	Package Store
<b>Licensee:</b>	Uncle Thirsty's LLC
<b>Doing Business As:</b>	Rum Locker
<b>Physical Address:</b>	276 Ohlson Lane, Suite #3, Homer, AK, 99603
<b>Designated Licensee:</b>	Thomas Beck
<b>Phone Number:</b>	907-299-8667; 907-235-5101
<b>Email Address:</b>	<a href="mailto:dearunclethirsty@gmail.com">dearunclethirsty@gmail.com</a> ;

☒ License Renewal Application

☐ Endorsement Renewal Application

**Dear Licensee:**

Our staff has reviewed your application after receiving your application and the required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(s), your community council if your proposed premises are in Anchorage or certain locations in the Matanuska-

Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(s) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **September 16<sup>th</sup>, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov) email address if you have any questions.

### **Dear Local Government:**

We have received completed renewal applications for the above-listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsements, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

### **Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)**

We have received a completed renewal application for the above-listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above-referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding the review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov)

Sincerely,  
Alysha Pacarro, Licensing Examiner II  
For  
Kevin Richard, Director



Document reference ID : 4839

## Renewal Application Summary

<b>Application ID:</b>	4839
<b>License No:</b>	4432
<b>License Type applied for Renewal:</b>	Package Store License(PSL)
<b>Licensee Name:</b>	Uncle Thirsty's Llc
<b>Application Status:</b>	In Review
<b>Application Submitted On:</b>	12/24/2024 12:20 PM AKST

## Entity Information

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<b>Business Structure:</b>	Limited liability company
<b>FEIN/SSN Number:</b>	
<b>Alaska Entity number (CBPL):</b>	10189583
<b>Alaska Entity Formed Date:</b>	
<b>Home State:</b>	

## Entity Contact Information

---

<b>Entity Address:</b>	369 E Pioneer Avenue, Homer, AK, 99603
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## Renewal Information

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**Are there any changes to your ownership structure that have not been reported to AMCO prior to this application?:**

No

**Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in the next two years?:**

No

**As set forth in AS 04.11.330, how many hours did you operate during the first calendar year for this renewal period?:**

The license was regularly operated continuously throughout the first calendar year for this renewal period.

**As set forth in AS 04.11.330, how many hours did you operate during the second calendar year for this renewal period?:**

The license was regularly operated continuously throughout the second calendar year for this renewal period.

**Please select the seasonality:**

Year-round

**Has any person or entity in this application been convicted or disciplined for a violation of Title 04, 3 AAC 304 or 305, or a local ordinance adopted under AS 04.21.010 in the preceding two calendar years?:**

No

**Have any notices of violation or citations been issued for this license during the preceding two years?:**

No

## Attestations

---

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.

I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.

I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.

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

## Signature

---

This application was digitally signed by : Tom Beck on 12/24/2024 12:21 PM AKST

## Payment Info

---

Payment Type : CC

Payment Id: 02c49d9e-410f-49c9-ae4a-316ecdf316e8

Receipt Number: 100997884

Payment Date: 12/24/2024 12:22 PM AKST



Document reference ID : 4839

# Licensing Application Summary

**Application ID:** 4839

**Applicant Name:** Uncle Thirsty's Llc

**License Type applied for:** Package Store License(PSL) (AS 04.09.230)

**Application Status:** In Review

**Application Submitted On:** 12/24/2024 12:20 PM AKST

## Entity Information

**Business Structure:** Limited liability company

**Alaska Entity Number (CBPL):** 10189583

## Entity Contact Information

Name	Phone	Email	Relation
Tom Beck	907-630-0663	dearunclethirsty@gmail.com	Designated Licensee

**Entity Address:** 369 E Pioneer Avenue, Homer, AK, 99603, USA

## Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
Uncle Thirsty's Llc	Thomas Beck	Member	100

## Premises Address

**Address:** 276 Ohlson Lane, Suite #3, Homer, AK, 99603, USA

**Does the proposed site include a valid street address?** Yes

## Basic Business information

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**Business/Trade Name:** Rum Locker

## Local Government and Community Council Details

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**City/Municipality** Homer

**Borough** Kenai Peninsula Borough

## Attestations

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I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

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

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

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

## Signature

---

This application was digitally signed by : Tom Beck on 12/24/2024 12:21 PM AKST

## Payment Info

---

Payment Type : CC

Payment Id: 02c49d9e-410f-49c9-ae4a-316ecdf316e8

Receipt Number: 100997884

Payment Date: 12/24/2024 12:22 PM AKST



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

July 21, 2025

From: [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov); [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov);

Licensee: **Johnson Inn Homer, LLC**

DBA: Beluga Lake Lodge

VIA email: [dj\\_bidarkainn@hotmail.com](mailto:dj_bidarkainn@hotmail.com);

CC: None

Local Government 1: Homer

Local Government 2: Kenai Peninsula Borough

Via Email: [mjacobsen@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us); [rkrause@ci.homer.ak.us](mailto:rkrause@ci.homer.ak.us); [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us);

[micheletturner@kpb.us](mailto:micheletturner@kpb.us); [sessert@kpb.us](mailto:sessert@kpb.us); [mjenkins@kpb.us](mailto:mjenkins@kpb.us); [nscarlett@kpb.us](mailto:nscarlett@kpb.us); [mboehmler@kpb.us](mailto:mboehmler@kpb.us);

[rraidmae@kpb.us](mailto:rraidmae@kpb.us); [slopez@kpb.us](mailto:slopez@kpb.us); [irasor@kpb.us](mailto:irasor@kpb.us); [hmills@kpb.us](mailto:hmills@kpb.us);

Community Council: n/a

Via Email: n/a

Re: Beverage Dispensary Tourism License #4795 Combined Renewal Notice for 2025-2026 Renewal Cycle

<b>License Number:</b>	#4795
<b>License Type:</b>	Beverage Dispensary Tourism
<b>Licensee:</b>	Johnson Inn Homer, LLC
<b>Doing Business As:</b>	Beluga Lake Lodge
<b>Physical Address:</b>	204 Ocean Dr Loop Homer, AK 99603
<b>Endorsement Type:</b>	Restaurant Endorsement #15712
<b>Designated Licensee:</b>	Douglas Johnson
<b>Phone Number:</b>	907-299-1413;
<b>Email Address:</b>	<a href="mailto:dj_bidarkainn@hotmail.com">dj_bidarkainn@hotmail.com</a> ;

☒ License Renewal Application

☒ Endorsement Renewal Application

**Dear Licensee:**

Our staff has reviewed your application after receiving your application and the required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(s), your community council if your proposed premises are in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(s) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **September 16<sup>th</sup>, 2025** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov) email address if you have any questions.

**Dear Local Government:**

We have received completed renewal applications for the above-listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsements, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before the meeting of the local governing body. If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

**Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)**

We have received a completed renewal application for the above-listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above-referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding the review of this application. Comments or objections you may have about the application should first be presented to the local governing body. If you have any questions, please email [Alcohol.licensing@alaska.gov](mailto:Alcohol.licensing@alaska.gov)

Sincerely,  
Alysha Pacarro, Licensing Examiner II  
For  
Kevin Richard, Director





Document reference ID : 4840

## Renewal Application Summary

<b>Application ID:</b>	4840
<b>License No:</b>	4795
<b>License Type applied for Renewal:</b>	Beverage Dispensary Tourism License (BDTL)
<b>Licensee Name:</b>	Johnson Inn Homer, Llc
<b>Application Status:</b>	In Review
<b>Application Submitted On:</b>	12/23/2024 06:36 PM AKST

## Entity Information

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<b>Business Structure:</b>	Limited liability company
<b>FEIN/SSN Number:</b>	
<b>Alaska Entity number (CBPL):</b>	10024779
<b>Alaska Entity Formed Date:</b>	
<b>Home State:</b>	

## Entity Contact Information

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<b>Entity Address:</b>	575 Sterling Highway, Homer, AK, 99603
------------------------	--

# Renewal Information

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**Are there any changes to your ownership structure that have not been reported to AMCO prior to this application?:**

No

**As set forth in AS 04.11.330, how many hours did you operate during the first calendar year for this renewal period?:**

The license was regularly operated continuously throughout the first calendar year for this renewal period.

**As set forth in AS 04.11.330, how many hours did you operate during the second calendar year for this renewal period?:**

The license was regularly operated continuously throughout the second calendar year for this renewal period.

**Please select the seasonality:**

Year-round

**Has any person or entity in this application been convicted or disciplined for a violation of Title 04, 3 AAC 304 or 305, or a local ordinance adopted under AS 04.21.010 in the preceding two calendar years?:**

No

**Have any notices of violation or citations been issued for this license during the preceding two years?:**

No

# Endorsements

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License #	License Type	Trade Name	License Status	City
15712	Restaurant Endorsement (RE)	Beluga Lake Lodge	Active	

# Tourism Statement

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**Explain how issuance of a alcoholic beverage license at your establishment has/will encourage tourism.**

Our business encourages tourism by giving tourists a place to stay, dine and drink all in one establishment. By having these services all under one roof, they will have more time to spend planning their next alaskan adventure. We also have a brochure rack and local contacts to further encourage spending time and money locally.

**Explain how the facility was/will be constructed or improved as required by AS 04.11.400(d)(1)**

We have renovated and repaired the back bar area of the lounge within the last couple years. Room furniture is being replace in the winter of 2024. We also do preventative maintenance on the facilities and repair/renovate as needed.

**Does the licensee or applicant for this liquor license also operate the tourism facility in which this license is located?** Yes

**Do you offer room rentals to the traveling public?** Yes

**How many rooms are available?** 35

**How many of the available rooms (if any) have kitchen facilities (defined as: a separate sink for food preparation along with refrigeration and cooking appliance devices, including a microwave)?** 9

**Do you stock or plan to stock alcoholic beverages in guest rooms?** No

**Is your facility located within an airport terminal?** No

**If your establishment includes a dining facility, please describe that facility. If it does not please write “none”.**

We have a restaurant with a full dinner menu attached to the hotel.

**If additional amenities are available to your guests through your establishment (eg: guided tours or trips, rental equipment for guests, other activities that attract tourists), please describe them. If they are not offered, please write “none”.**

We supply guest laundry facilities to our guests and a viewing deck for wildlife as well as Beluga float plane lake.

## Attestations

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As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.

I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.

I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.

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

## Signature

---

This application was digitally signed by : Douglas Johnson on 12/23/2024 06:43 PM AKST

## Payment Info

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Payment Type : CC

Payment Id: 12dd6df4-9299-4d32-9aed-8e0a2bee29b4

Receipt Number: 100997407

Payment Date: 12/23/2024 06:44 PM AKST



Document reference ID : 4840

# Licensing Application Summary

<b>Application ID:</b>	4840
<b>Applicant Name:</b>	Johnson Inn Homer, Llc
<b>License Type applied for:</b>	Beverage Dispensary Tourism License (BDTL) (AS 04.09.350)
<b>Application Status:</b>	In Review
<b>Application Submitted On:</b>	12/23/2024 06:36 PM AKST

## Entity Information

---

<b>Business Structure:</b>	Limited liability company
<b>Alaska Entity Number (CBPL):</b>	10024779

## Entity Contact Information

---

<b>Entity Address:</b>	575 Sterling Highway, Homer, AK, 99603, USA
------------------------	---

## Premises Address

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<b>Address:</b>	204 Ocean Dr Loop , Homer, AK, 99603, USA
<b>Does the proposed site include a valid street address?</b>	Yes

## Basic Business information

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<b>Business/Trade Name:</b>	<div>47</div> Beluga Lake Lodge
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# Local Government and Community Council Details

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**City/Municipality**

Homer

**Borough**

Kenai Peninsula Borough

## Attestations

---

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

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

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

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

The proposed changes conform to all applicable public health, fire, and safety laws.

## Signature

---

This application was digitally signed by : Douglas Johnson on 12/23/2024 06:43 PM AKST

# Payment Info

---

Payment Type : CC

Payment Id: 12dd6df4-9299-4d32-9aed-8e0a2bee29b4

Receipt Number: 100997407

Payment Date: 12/23/2024 06:44 PM AKST





# MEMORANDUM

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## No Objection – Rum Locker and Beluga Lake Lodge Liquor License Renewals

**Item Type:** Action Memorandum  
**Prepared For:** Renee Krause, MMC, City Clerk  
**Copy to:** Lisa Linegar, Dispatch Supervisor  
Jona Focht  
**Date:** July 21, 2025  
**From:** Lieutenant Ryan Browning, Homer Police

---

The Homer Police Department has no objections to the renewal applications for the following:

Licensee: Uncle Thirsty's LLC  
License #: 4432  
License Type: Package Store  
DBA: Rum Locker  
Premises: 276 Ohlson Lane, Suite #3, Homer, AK 99603  
Designated Licensee: Thomas Beck  
Email Address: [dearunclethirsty@gmail.com](mailto:dearunclethirsty@gmail.com)  
Phone #: 907-299-8667; 907-235-5101

Licensee: Johnson Inn Homer, LLC  
License #: 4795  
License Type: Beverage Dispensary Tourism  
DBA: Beluga Lake Lodge  
Premises: 204 Ocean Drive Loop, Homer, AK 99603  
Designated Licensee: Douglas Johnson  
Email address: [dj\\_bidarkainn@hotmail.com](mailto:dj_bidarkainn@hotmail.com)  
Phone#: 907-299-1413



Thursday, July 24, 2025

**Sent via email:** [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us)

Renee Krause, City Clerk  
City of Homer

RE: Non-Objection of Application

Licensee/Applicant	:	Johnson Inn Homer, LLC
Business Name	:	Beluga Lake Lodge
License Type	:	Beverage Dispensary/Tourism
License Location	:	204 Ocean Dr. Loop, Homer, AK 99603, City of Homer
License No.	:	4795
Application Type	:	License Renewal / Endorsement Renewal

Dear Ms. Krause,

This serves to advise that the Kenai Peninsula Borough has reviewed the above referenced application and has no objection.

Should you have any questions, or need additional information, please do not hesitate to let us know.

Sincerely,

Michele Turner, CMC  
Borough Clerk

cc: [DJ\\_Bidarkainn@hotmail.com](mailto:DJ_Bidarkainn@hotmail.com);



Thursday, July 24, 2025

**Sent via email:** [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us)

Renee Krause, City Clerk  
City of Homer

RE: Non-Objection of Application

Licensee/Applicant	:	Uncle Thirsty's LLC
Business Name	:	Rum Locker, The
License Type	:	Package Store
License Location	:	276 Olsen Lane, Suite #3, Homer, AK 99603, City of Homer
License No.	:	4432
Application Type	:	License Renewal

Dear Ms. Krause,

This serves to advise that the Kenai Peninsula Borough has reviewed the above referenced application and has no objection.

Should you have any questions, or need additional information, please do not hesitate to let us know.

Sincerely,

Michele Turner, CMC  
Borough Clerk

cc: [dearunclethirsty@gmail.com](mailto:dearunclethirsty@gmail.com);



# MEMORANDUM

---

**Appointment of Mike Stark to the Economic Development Advisory Commission**  
**Appointment of Mary Darbonne to the ADA Advisory Board**  
**Appointment of Allison Engebretsen as Student Representative on the ADA Advisory Board**

**Item Type:** Action Memorandum  
**Prepared For:** Homer City Council  
**Date:** July 28, 2025  
**From:** Rachel Lord, Mayor

---

Mike Stark is appointed to the Economic Development Advisory Commission to fill the vacancy with a term to expire on July 1, 2028.

Mary Darbonne is appointed to the ADA Advisory Board to fill the seat held by Joyanna Geisler with term to expire on August 31, 2027.

Allison Engebretsen is appointed to fill the Student Representative seat for a term to expire upon her graduation from the local area high school or notice of resignation if earlier.

## **Recommendation**

Confirm the appointment of Mike Stark to the Economic Development Advisory Commission and appointments of Mary Darbonne and Allison Engebretsen to the ADA Advisory Board.

## **Attachments:**

Application of Mike Stark  
Application of Mary Darbonne  
Application of Allison Engebretsen



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

**Office of the City Clerk**  
491 East Pioneer Avenue  
Homer, Alaska 99603  
Phone: (907) 235-3130  
Fax: (907) 235-3143  
[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

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

## Applicant Information

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

## Advisory Body You Are Requesting Reappointment To

- ☐ Planning Commission
- ☐ Parks, Art, Recreation & Culture Advisory Commission
- ☐ Port & Harbor Advisory Commission
- ☒ Economic Development Advisory Commission
- ☐ Library Advisory Board
- ☐ ADA Advisory Board
- ☐ Other – Please Indicate \_\_\_\_\_

## Please Answer the Following

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

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

Has your residency changed since your last appointment? ☐ Yes ☒ No

How long have you served on this advisory body? N.A.

## Background Information

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

None

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

Previously Served as a Homer Planning/Zoner Commissioner.

I was contacted and encouraged by multiple Homer residents, including EDAC Chairwoman Marks, who reached out to inform me that a seat on the EDAC was open & felt my contribution would be added value. Mz. Marks requested I consider continuing my service and apply to the EDAC to offer my decades of extensive breadth & depth of experience in community & economic development, public/private partnerships and municipalities in 17 countries & 21 of the United States, applying an innovative, balanced, commonsense approach towards wise economic development with a goal of helping lead Homer into a sustained extraordinary state of continued desirable development, health and wellbeing.

**From:** [Application for Appointment to an Advisory Body](#)  
**To:** [Department Clerk](#)  
**Subject:** \*\* Application for Appointment \*\*  
**Date:** Wednesday, July 16, 2025 5:18:42 PM

---

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Submitted on Wednesday, July 16, 2025 - 5:18pm

Submitted by anonymous user: 66.223.242.29

Submitted values are:

#### Applicant Information

Full Name Mary Darbonne

Physical Address Where you Claim Residency 1948

Mission Rd. Homer, AK 99603

Mailing Address 1948 Mission Rd. Homer, AK 99603

Phone Number(s) (970)301-9053

Email maryldarbonne@gmail.com

Advisory Bodies ADA Advisory Board – Meetings  
held on the 2nd Thursday in the months of April,  
May, June, July, October, November, and as needed  
at 5:00 p.m.

#### Residency

Are you a City Resident? Yes

If yes, how long have you been a City Resident? 6 years

How long have you been a resident of the South Peninsula Area? 6 years

### Background Information

Have you ever served on a similar advisory body? I have not served on a similar advisory body.

Other memberships

Please list any current memberships or organizations you belong to related to your selection(s): None.

### Special Training & Education

Please list any special training, education, or background you may have which is related to your selection(s): Registered Nurse with three years experience in SCI/TBI rehabilitation/recreation, and three years experience as an Alaska Public Health Nurse.

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

Please briefly state why you are interested in serving on the advisory body selected. This may include information on future goals or projects you wish to see accomplished or any additional information that may assist the Mayor in the



decision making process.

I am interested in serving on the ADA Advisory Board because I am passionate about Homer being accessible for all abilities. Through my work as a Therapeutic Recreation Nurse for individuals with recently sustained brain and spinal cord injuries, my eyes were opened to the ways small improvements in accessibility can make large impacts on individuals mental and physical well being. As a Homer Public Health Nurse working on our healthcare system as a whole, I became keenly aware of how closely our overall health is connected to the place that we live, play, work, and age. I hope to combine my experiences with individualized ADA accommodations as well as my experience with systems change to improve overall wellbeing for Homer--the place we live, play, work, and age.

The results of this submission may be viewed at:

<https://www.cityofhomer-ak.gov/node/9051/submission/53622>

**From:** [Application for Appointment to an Advisory Body](#)  
**To:** [Department Clerk](#)  
**Subject:** \*\* Application for Appointment \*\*  
**Date:** Thursday, July 17, 2025 6:59:09 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Submitted on Thursday, July 17, 2025 - 6:59pm

Submitted by anonymous user: 63.140.89.74

Submitted values are:

#### Applicant Information

Full Name Allison Engebretsen

Physical Address Where you Claim ResidencyXXXXXXXXXX

Mailing Address PO BOX 791, Anchor Point, AK 9956

Phone Number(s) XXXXXXXXXXXXX

Email XXXXXXXXXXXXX @gmail.com

Advisory Bodies ADA Advisory Board – Meetings  
held on the 2nd Thursday in the months of April,  
May, June, July, October, November, and as needed  
at 5:00 p.m.

#### Residency

Are you a City Resident? No

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

## Background Information

Have you ever served on a similar advisory body? If so please list when, where, and how long: No

Other memberships

Please list any current memberships or organizations you belong to related to your selection(s):

Special Training & Education

Please list any special training, education, or background you may have which is related to your selection(s):

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

Please briefly state why you are interested in serving on the advisory body selected. This may include information on future goals or projects you wish to see accomplished or any additional information that may assist the Mayor in the decision making process.

I have interest in accessibility and mobility issues and I would like to learn more about them and how they tend to get resolved. I am interested in serving as a student and will be attending Homer High in

August.

The results of this submission may be viewed at:

<https://www.cityofhomer->

[ak.gov/node/9051/submission/53627](http://ak.gov/node/9051/submission/53627)



# MEMORANDUM

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**Ordinance 25-47, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget to Fund Anticipated Maintenance to the Seawall by Establishing Authority in the FY26 Budget for Routine Maintenance to the Seawall. City Manager/Finance Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and City Council  
**Date:** July 24, 2025  
**From:** Elizabeth Fischer, Finance Director  
**Through:** Melissa Jacobsen, City Manager

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**Purpose of Ordinance:**

The Homer City Council created the Ocean Drive Loop Special Service District to raise tax revenues from benefited property owners to support maintenance and repair of the Seawall they own. The City of Homer is a tax-exempt property owner along the Seawall and, as such, contributes \$10,000 annually through the budget to the Seawall Reserve for the City's portion of repairs.

Now, the City of Homer needs the authority to spend from the Special Service District and reserve to address any routine maintenance or repair needs to the Seawall for the fiscal year.

This will be an annual ordinance that comes before City Council to establish authority to spend up to a dollar amount on routine maintenance or repairs. An ordinance will be brought forward if additional funding is needed before the end of the fiscal year. All funds not spent within the fiscal year will return back to the Special Service District and Seawall Reserve, as appropriate, for future use.

**Recommendation:**

Pass Ordinance authorizing up to \$5,000 to be spent on routine maintenance or repair needs associated with the Seawall.

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Finance Director

**ORDINANCE 25-47**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE FY26 CAPITAL BUDGET TO FUND ANTICIPATED  
MAINTENANCE TO THE SEAWALL BY ESTABLISHING AUTHORITY  
IN THE FY26 BUDGET FOR ROUTINE MAINTENANCE TO THE  
SEAWALL.

WHEREAS, The Homer City Council created the Ocean Drive Loop Special Service District, and

WHEREAS, The Special Service District was created to raise tax revenues from benefited property owners to support maintenance and repair of the Seawall they own, which is located on their properties; and

WHEREAS, As a tax-exempt property owner along the Seawall, the City contributes \$10,000 annually to the Seawall Reserve for the City's portion of repairs to the Seawall; and

WHEREAS, Based on linear feet, the property owners are responsible for 82% of the wall repairs and the City is responsible for 18% of the wall repairs.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 Capital Budget by appropriating \$5,000 from the Seawall Maintenance Reserve and Ocean Drive Loop Special Service District accounts for the purpose of maintain the seawall as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
808-0375	Ocean Drive Loop Special Service District (82%)	\$4,100
156-0369	Seawall Maintenance Reserve (18%)	\$900

Section 2. This is an annual appropriation and will lapse at the end of the fiscal year.

Section 3. This is a budget amendment ordinance, is temporary in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of August, 2025.

CITY OF HOMER

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

ATTEST:

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

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:





# MEMORANDUM

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**Ordinance 25-48, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget to Fund Anticipated Repairs or Maintenance to the United States Coast Guard Cutter (USCGC) Berth Space by Establishing Authority in the FY26 Budget for Routine Maintenance to the USCGC Berth Space. City Manager/Finance Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and City Council  
**Date:** July 24, 2025  
**From:** Elizabeth Fischer, Finance Director  
**Through:** Melissa Jacobsen, City Manager

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**Purpose of Ordinance:**

The Coast Guard has a priority use agreement for their berth space and a portion of the funds paid are to be set aside for use in the event of any required maintenance or repairs.

Homer City Council adopted Ordinance 23-19 establishing a dedicated reserve for required maintenance or repairs associated with the United States Coast Guard Cutter (USCGC) berth space. Now, the City of Homer needs the authority to spend from this reserve to address any required maintenance or repair needs to the berth space for the fiscal year.

This will be an annual ordinance that comes before City Council to establish authority to spend up to a dollar amount on routine maintenance or repairs. An ordinance will be brought forward if additional funding is needed before the end of the fiscal year. All funds not spent within the fiscal year will return back to the USCGC Berth Space Maintenance Reserve for future use.

**Recommendation:**

Pass Ordinance authorizing up to \$20,000 to be spent on routine maintenance or repair needs associated with the USCGC berth space.

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Finance Director

**ORDINANCE 25-48**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE FY26 CAPITAL BUDGET TO FUND ANTICIPATED  
REPAIRS OR MAINTENANCE TO THE UNITED STATES COAST  
GUARD CUTTER (USCGC) BERTH SPACE BY ESTABLISHING  
AUTHORITY IN THE FY26 BUDGET FOR ROUTINE MAINTENANCE  
TO THE USCGC BERTH SPACE.

WHEREAS, The Coast Guard leases berth space on the West side of the Pioneer Dock to  
moor their vessel, the USCGC Aspen; and

WHEREAS, As part of their priority use agreement for the USCGC Aspen berth space, a  
portion of funds, paid monthly by the Coast Guard, is set aside for use in the event of any  
required maintenance or repairs; and

WHEREAS, The Homer City Council adopted Ordinance 23-19 establishing a dedicated  
reserve for required maintenance or repairs of the USCGC berth space.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 Capital Budget by  
appropriating \$20,000 from the USCGC Berth Space Maintenance Reserve for anticipated  
repairs or maintenance of the USCGC berth space as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0383	USCGC Berth Space Maintenance Reserve	\$20,000

Section 2. This is an annual appropriation and will lapse at the end of the fiscal year.

Section 3. This is a budget amendment ordinance, is temporary in nature, and shall not  
be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of August, 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

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



# MEMORANDUM

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**Ordinance 25-49, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating \$52,500 from the Port Load and Launch Reserve Fund for the Purpose of Making Improvements to the Launch Ramp Area. City Manager/Port Director.**

**Item Type:** Back Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** July 7, 2025  
**From:** Bryan Hawkins, Port Director  
**Through:** Melissa Jacobsen, City Manager

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Staff is requesting funding to address two persistent infrastructure issues at the Load & Launch Ramp on the Homer Spit:

1. Storm water drainage failure and asphalt degradation
2. Energy inefficiency and maintenance challenges in the restroom facility

These upgrades are necessary to maintain a safe and functional infrastructure for residents and visitors, while also reducing long-term maintenance and energy costs.

## **Drainage and Asphalt**

The Load and Launch Ramp driveway has developed a persistent puddle due to a design flaw from the 2017 construction project. We had initially intended to drain storm water from this area to the street. However, the system has proven ineffective, resulting in standing water and eventual breakdown of the asphalt, forming a large pothole.

Staff recommends the installation of a drywell at this location to capture and manage runoff from vehicles and trailers using the load and launch ramp. Drywells have proven to be a cost-effective and reliable solution for similar water issues on the Homer Spit and are a method we've successfully implemented in other locations. Estimated cost for a drywell installation is \$20,000.

This is, admittedly, a case of after-the-fact engineering. However, as growth on the Spit has outpaced our original drainage planning, these types of retrofits have become necessary. Addressing this now will prevent further degradation and ensure safe, long-term use of the ramp.

### **Restroom Energy Efficiency Retrofit**

The restroom facility at the Load and Launch Ramp, along with those at Ramp 4 and 6, was constructed around 2002. These buildings were originally designed for a warmer climate and have required significant retrofitting to be usable year-round in Homer's cold environment.

Current restroom issues include:

1. Poorly sealed steel doors that leak air, rust, and require frequent maintenance (\$7,500 to replace doors)
2. Vaulted ceilings and single-pane skylights that allow heat loss (\$15,000 to install insulated drop ceiling)
3. An aging furnace, approximately 10 years old, that is critical to maintaining winter functionality (\$10,000 to replace)

The goal is to improve energy efficiency of the Load and Launch restroom and we anticipate cost savings through the winter and spring.

### **Funding**

These improvements, which have a total estimated cost of \$52,500, can be funded using the Load and Launch Ramp Reserve Fund, which was established specifically for maintenance and improvement projects at this facility. The Load and Launch Ramp Reserve currently has sufficient balance to cover the costs of both the storm water drainage upgrade and the restroom retrofit, without impacting other operations or requiring additional appropriations.

These improvements, storm water management through a drywell and energy upgrades to the restroom, addresses ongoing maintenance problem and reduce operational costs.

### **Recommendation**

Staff respectfully requests authorization for use of the Load and Launch Ramp Reserve funds to complete these upgrades.

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**ORDINANCE 25-49**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE FY26 CAPITAL BUDGET BY APPROPRIATING  
\$52,500 FROM THE LOAD AND LAUNCH RESERVES FUND FOR THE  
PURPOSE OF MAKING IMPROVEMENTS TO THE LAUNCH RAMP  
AREA.

WHEREAS, The Load and Launch Ramp area has had stormwater issues since 2017 that  
result in standing water and the recurring formation of a large pothole that poses a risk to  
trailers; and

WHEREAS, A drywell is a tested solution for drainage problems on the Homer Spit that  
will allow water to drain properly and eliminate the need for ongoing repaving; and

WHEREAS, The restroom facility at the Load and Launch Ramp is in need of retrofitting  
to reduce heat loss in the colder winter months due to air leaks, insufficient insulation, and an  
aged furnace;

WHEREAS, Revenues from Load and Launch Ramp Fees are dedicated to the  
operations, maintenance, and replacement of the Load and Launch Ramp area; and

WHEREAS, The recommended improvements will improve energy efficiency and reduce  
long term operations and maintenance expenses for the Load and Launch Ramp.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 Capital Budget by  
appropriating \$52,500 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0386	Improvements to Load and Launch Ramp	\$52,500

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 August, 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:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER  
FINANCIAL SUPPLEMENT

PROJECT NAME	Launch Ramp Area Improvements	DATE	07/23/2025
DEPARTMENT	Port and Harbor	SPONSOR	City Manager/Port Director
REQUESTED AMOUNT	\$ 52,500		

DESCRIPTION	<p>The Load and Launch Ramp area has had stormwater issues since 2017 that result in standing water and the recurring formation of a large pothole that poses a risk to trailers. A drywell is a tested solution for drainage problems on the Homer Spit that will allow water to drain properly and eliminate the need for ongoing repaving. The restroom facility at the Load and Launch Ramp is in need of retrofitting to reduce heat loss in the colder winter months due to air leaks, insufficient insulation, and an aged furnace. Revenues from Load and Launch Ramp Fees are dedicated to the operations, maintenance, and replacement of the Load and Launch Ramp area. The recommended improvements will improve energy efficiency and reduce long term operations and maintenance expenses for the Load and Launch Ramp.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	LOAD & LAUNCH RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: LLR RESERVES (456-0386)		FUNDING SOURCE 2:		FUNDING SOURCE 3:	
Current Balance	\$ 378,894	Current Balance	_____	Current Balance	_____
Encumbered	\$ 0	Encumbered	_____	Encumbered	_____
Requested Amount	\$ 52,500	Requested Amount	_____	Requested Amount	_____
Other Items on Current Agenda	\$ 0	Other Items on Current Agenda	_____	Other Items on Current Agenda	_____
Remaining Balance	\$ 326,394	Remaining Balance	_____	Remaining Balance	_____
FUNDING SOURCE 4:		FUNDING SOURCE 5:		FUNDING SOURCE 6:	
Current Balance	_____	Current Balance	_____	Current Balance	_____
Encumbered	_____	Encumbered	_____	Encumbered	_____
Requested Amount	_____	Requested Amount	_____	Requested Amount	_____
Remaining Balance	_____	Remaining Balance	_____	Remaining Balance	_____





# MEMORANDUM

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**Ordinance 25-50, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating \$20,000 from the Port Reserves Fund for the Purpose of Installing a Drywell in Lot 12B. City Manager/Port Director.**

**Item Type:** Back Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** July 7, 2025  
**From:** Bryan Hawkins, Port Director  
**Through:** Melissa Jacobsen, City Manager

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Staff is requesting approval to proceed with drainage improvements on Lot 12B to resolve longstanding storm water issues that impact both fish dock operations and adjacent lessees. Specifically, we recommend the installation of a drywell this fall to mitigate the persistent flooding and improve year-round accessibility for truck staging and commercial use.

## Background

Lot 12B is located adjacent to Fish Dock Road and supports the Fish Dock operations, including use as a staging area for semi-trucks and trailers transporting fish products delivered to Homer. The City's Grind Shack facility is also located on this lot. The adjacent lots to 12B are leased to private fisheries-related businesses.

When these lots were originally developed and leased out, the City of Homer did not implement a coordinated drainage plan for the area. As a result, Lot 12B has become a collection point for storm water runoff. It is now the lowest point in the area, and during rainfall events, a significant pond forms, oftentimes axle deep on a pickup. In winter, the pond freezes, making the lot nearly impassable.

Compounding the issue, water from Lot 12B occasionally flows into Lot 12A, causing unnecessary inconvenience for the lessee of that property. The lack of drainage presents not only a functional problem for users of the Fish Dock, but also a long-term liability for the City infrastructure.

## Proposed Solution

After a discussion with the Public Works team, staff recommends the installation of a drywell on Lot 12B to handle storm water runoff and eliminate the recurring ponding problem. Drywells have

been successfully used elsewhere on the Homer Spit and represent a cost-effective and low-maintenance drainage solution.

This work should be completed this fall, before winter conditions return. Addressing the issue now will benefit not only the current lessees but also improve efficiency and access for truck traffic staging in support of the Fish Dock.

### **Funding**

Staff recommends using funds from the Port and Harbor Reserve to fund the cost of this improvement. This is an appropriate use of the Port and Harbor Reserve as the upgrade directly supports harbor-related operations and will reduce future maintenance needs associated with water damage and lot degradation.

### **Recommendation**

Staff respectfully requests approval for funding and implementing this drainage solution from the Port and Harbor Reserve Fund.

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**ORDINANCE 25-50**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE FY26 CAPITAL BUDGET BY APPROPRIATING  
\$20,000 FROM THE PORT RESERVES FUND FOR THE PURPOSE OF  
INSTALLING A DRYWELL IN LOT 12B.

WHEREAS, Lot 12B has had longstanding stormwater issues that impact the  
functionality of the lot as well as adjacent lessees and Fish Dock operations; and

WHEREAS, Under Resolution 10-21, Council directed Administration to address  
drainage problems and usage of lot 12B; and

WHEREAS, When this lot was originally developed, a drainage plan was not  
implemented in this area, and it is now the lowest point in the area and collects a majority of  
the stormwater runoff during rainfall; and

WHEREAS, The Port and Harbor has successfully utilized drywells in other areas on the  
Homer Spit and they have proven to be a cost effective and low-maintenance solution to  
improve stormwater drainage.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 Capital Budget by  
appropriating \$20,000 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	Lot 12B Drywell Installation	\$20,000

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 August, 2025.

CITY OF HOMER

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RACHEL LORD, MAYOR

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ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

# CITY OF HOMER FINANCIAL SUPPLEMENT

PROJECT NAME	Lot 12B Drywell	DATE	07/23/2025
DEPARTMENT	Port and Harbor	SPONSOR	City Manager/Port Director
REQUESTED AMOUNT	\$ 20,000		

DESCRIPTION	<p>Lot 12B has had longstanding stormwater issues that impact the functionality of the lot as well as adjacent lessees and Fish Dock operations. Under Resolution 10-21, Council directed Administration to address drainage problems and usage of lot 12B. When this lot was originally developed, a drainage plan was not implemented in this area, and it is now the lowest point in the area and collects a majority of the stormwater runoff during rainfall. The Port and Harbor has successfully utilized drywells in other areas on the Homer Spit and they have proven to be a cost effective and low-maintenance solution to improve stormwater drainage.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: PORT RESERVES (456-0380)		FUNDING SOURCE 2:		FUNDING SOURCE 3:	
Current Balance	\$ 1,351,343	Current Balance	_____	Current Balance	_____
Encumbered	\$ 759,647	Encumbered	_____	Encumbered	_____
Requested Amount	\$ 20,000	Requested Amount	_____	Requested Amount	_____
Other Items on Current Agenda	\$ 30,000	Other Items on Current Agenda	_____	Other Items on Current Agenda	_____
Remaining Balance	\$ 541,696	Remaining Balance	_____	Remaining Balance	_____
FUNDING SOURCE 4:		FUNDING SOURCE 5:		FUNDING SOURCE 6:	
Current Balance	_____	Current Balance	_____	Current Balance	_____
Encumbered	_____	Encumbered	_____	Encumbered	_____
Requested Amount	_____	Requested Amount	_____	Requested Amount	_____
Remaining Balance	_____	Remaining Balance	_____	Remaining Balance	_____



# MEMORANDUM

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**Ordinance 25-51, An Ordinance of the City Council of Homer, Alaska, Amending the FY 26 Capital Budget by Appropriating \$30,000 from the Port Reserves Fund for an Engineering Assessment of the Homer Harbor Steel Grid. City Manager/Port Director.**

**Item Type:** Back Up Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** July 7, 2025  
**From:** Bryan Hawkins, Port Director  
**Through:** Melissa Jacobsen, City Manager

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The Steel Grid in the Homer Harbor has been out of service for the past two years. This decision was made by staff following a low tide inspection that revealed significant structural damage due to corrosion. The grid, estimated to be 50 years old, show substantial signs of degradation. Particularly to its support structure, posing a potential safety risk to the vessels.

## **Port and Harbor Advisory Commission**

At the request of the Port Commission, staff have initiated steps to formally evaluate the condition of the Steel Grid. The goals of this evaluation include:

- Determining whether the existing structure is usable in any capacity
- Assessing if the grid is completely unsafe for continued use
- Estimating the cost of replacement
- Exploring creative or alternative options for restoring the facility to meet safe working load requirements, particularly for larger vessels needing inspection and minor hull maintenance

## **Funding**

Staff recommends using funds from the Port and Harbor Reserve to fund the cost of this evaluation.

## **Recommendation**

Staff respectfully requests approval for funding to hire an engineer to complete the evaluation of the Steel Grid.

**CITY OF HOMER  
HOMER, ALASKA**

Port Director/City Manager

**ORDINANCE 25-51**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE FY26 CAPITAL BUDGET BY APPROPRIATING  
\$30,000 FROM THE PORT RESERVES FUND FOR AN ENGINEERING  
ASSESSMENT OF THE HOMER HARBOR STEEL GRID.

WHEREAS, The Steel Grid is one of two tidal grids in the Harbor which operated until it was condemned in the spring of 2024 because significant corrosion degraded the support pilings; and

WHEREAS, The Steel Grid provided space for vessel owners with 60 to 120-foot vessels to conduct routine or short-notice maintenance without incurring the expense of hauling out of the harbor; and

WHEREAS, Since the condemnation of the Steel Grid, there have been requests from large vessel owners and support from the Port and Harbor Advisory Commission to replace or repair the Steel Grid; and

WHEREAS, Before committing to replacing the Steel Grid staff prefers to first estimate the total cost for the project and identify opportunities for refurbishing rather than replacing infrastructure; and

WHEREAS, Per the City of Homer Procurement Policy the Port & Harbor solicited several quotes within the intermediate purchase range and RESPEC Engineering services was the lowest responsive and responsible bidder.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 Capital Budget by appropriating \$30,000 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	Steel Grid Engineering Assessment	\$30,000

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:



# CITY OF HOMER FINANCIAL SUPPLEMENT

PROJECT NAME	Engineering Assessment of the Homer Harbor Steel Grid	DATE	07/23/2025
DEPARTMENT	Port and Harbor	SPONSOR	City Manager/Port Director
REQUESTED AMOUNT	\$ 30,000		

DESCRIPTION	The Steel Grid is one of two tidal grids in the Harbor which operated until it was condemned in the spring of 2024 because significant corrosion degraded the support pilings. The Steel Grid provided space for vessel owners with 60 to 120-foot vessels to conduct routine or short-notice maintenance without incurring the expense of hauling out of the harbor. Since the condemnation of the Steel Grid, there have been requests from large vessel owners and support from the Port and Harbor Advisory Commission to replace or repair the Steel Grid. Before committing to replacing the Steel Grid staff prefers to first estimate the total cost for the project and identify opportunities for refurbishing rather than replacing infrastructure. Per the City of Homer Procurement Policy the Port & Harbor solicited several quotes within the intermediate purchase range and RESPEC Engineering services was the lowest responsive and responsible bidder.
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: PORT RESERVES (456-0380)		FUNDING SOURCE 2:		FUNDING SOURCE 3:	
Current Balance	\$ 1,351,343	Current Balance	_____	Current Balance	_____
Encumbered	\$ 759,647	Encumbered	_____	Encumbered	_____
Requested Amount	\$ 30,000	Requested Amount	_____	Requested Amount	_____
Other Items on Current Agenda	\$ 20,000	Other Items on Current Agenda	_____	Other Items on Current Agenda	_____
Remaining Balance	\$ 541,696	Remaining Balance	_____	Remaining Balance	_____
FUNDING SOURCE 4:		FUNDING SOURCE 5:		FUNDING SOURCE 6:	
Current Balance	_____	Current Balance	_____	Current Balance	_____
Encumbered	_____	Encumbered	_____	Encumbered	_____
Requested Amount	_____	Requested Amount	_____	Requested Amount	_____
Remaining Balance	_____	Remaining Balance	_____	Remaining Balance	_____

**CITY OF HOMER  
HOMER, ALASKA**

Aderhold/Davis

**ORDINANCE 25-52**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING HCC 9.16.010 TO PROVIDE FOR AN INCREASE OF 0.3% SALES TAX, FOR A TERM OF EIGHT YEARS, FOR THE PURPOSE OF FINANCING THE ACQUISITION AND CONSTRUCTION OF A MULTI-PURPOSE COMMUNITY RECREATION FACILITY, AND SUBMITTING THE QUESTION OF SUCH SALES TAX INCREASE TO THE QUALIFIED VOTERS OF THE CITY AT THE REGULAR ELECTION TO BE HELD IN THE CITY ON OCTOBER 7, 2025.

WHEREAS, the City of Homer, Alaska ("City") is a first class city organized and existing under the Constitution and laws of the State of Alaska and may exercise all legislative power not prohibited by law and the City has determined that matters set forth in this ordinance are not prohibited by law; and

WHEREAS, Under the provisions of AS 29.45.700(b) and AS 29.45.670, the City may increase the rate of its sales tax only after an ordinance authorizing the increase is approved by a majority of those voting on the question at a regular or special election; and

WHEREAS, On June 26, 2018, City voters authorized an increase in the City sales tax in the amount of 0.3% ("Police Station Sales Tax") for purposes of paying debt service on its General Obligation Police Station Bond, 2019 Series A ("Police Station Bond"), proceeds of which financed the acquisition and construction of a new police station; and

WHEREAS, the Police Station Sales Tax expires on December 31 of the calendar year in which the Police Station Bond is paid in full; and

WHEREAS, The City anticipates it will have sufficient funds to pay all principal of and interest due on the Police Station Bond in 2026 thereby resulting in the termination of the Police Station Sales Tax on December 31, 2026; and

WHEREAS, A need for a new multi-purpose recreational facility ("Project") has been determined; reports relating to the existing Homer Education and Recreational Center (HERC 1 and HERC 2) have revealed that both buildings contain hazardous material, as expected due to their age and prevailing construction materials utilized in the 1950s; and

41 WHEREAS, the Project, when completed, is intended to provide residents with space for  
42 sports, fitness, cultural activities, education and promoting health and community connection  
43 for residents; and

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45 WHEREAS, the City Council has determined that the Project will promote the public  
46 interest; and

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48 WHEREAS, The City Council views the acquisition and construction of the Project as  
49 necessary and beneficial to the community, and determines that the City should begin  
50 accumulating funds to finance Project costs; and

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52 WHEREAS, To assist in financing costs of the Project, use of funds generated from a 0.3%  
53 sales tax ("Project Sales Tax") will be dedicated to payment of Project costs and has been  
54 determined to be in the best interest of the City; and

55  
56 WHEREAS, the Project Sales Tax would be collected for a term of eight (8) years  
57 commencing on January 1, immediately following termination of the Police Station Tax on  
58 December 31, and terminating on December 31<sup>st</sup> of the eighth year; and

59  
60 WHEREAS, Submitting the aforementioned question to the voters at the next general  
61 election will ensure that construction of the Project is supported by the majority of voters.

62  
63 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

64  
65 Section 1. Homer City Code 9.16.010 is amended to read as follows (deleted language  
66 stricken, new language bolded):

67  
68 9.16.10 Levied.

69  
70 a. A consumer's sales tax in the amount of three percent is levied by the City on all sales,  
71 rents and services within the City except as the same may be otherwise exempted by law.

72  
73 b. An additional consumer's sales tax in the amount of three-quarters of one percent is  
74 hereby levied by the City of Homer on all sales, rents and services within the City except as the  
75 same may be otherwise exempted by law, for the purpose of funding debt retirement of the  
76 sewer treatment plant improvements, and, to the extent revenues from such tax exceed such  
77 debt retirement obligations, for the purpose of funding water and sewer systems.

78  
79 c. An additional consumer's sales tax in the amount of three-quarters of one percent is  
80 hereby levied by the City of Homer on all sales, rents and services within the City except as the  
81 same may be otherwise exempted by law, for the purpose of funding street reconstruction

improvements and related utilities, construction of new local roads, construction of new local trails, and maintenance of local roads and trails.

d. An additional consumer's sales tax in the amount of thirty-five hundredths of one percent is hereby levied by the City of Homer on all sales, rents and services within the City, except as the same may be otherwise exempted by law, for the purpose of funding public safety operations and infrastructure within the City, including without limitation construction of a police station, with three-tenths of one percent of the sales tax rate providing funds to pay debt service on general obligation bonds authorized by Ord. 18-26(A)(S)(A) and expiring on December 31<sup>st</sup> of the year when the City has received sufficient funds from that sales tax rate to pay all of that service.

e. **An additional consumer's sales tax in the amount of three-tenths of one percent is hereby levied by the City of Homer on all sales, rents and services within the City, except as the same may be otherwise exempted by law, for the purpose of funding the acquisition and construction of a multi-purpose recreational facility within the City, commencing on January 1 of the year following expiration of the three-tenths of one percent of the sales tax used to pay debt service on general obligation bonds authorized by Ord. 18-26(A)(S)(A) and described in Section 9.16.010(d) above, and expiring on December 31st of the eighth year of collection of such tax.**

f. The funds and fund activities in subsections (a) through ~~(d)~~ (e) of this section shall be separately accounted, and there shall be quarterly reports to the Homer City Council reflecting each fund's inflows and outflows, marked against their respective budgetary histories and projections.

Section 2. A regular election shall be held in and for the City on October 7, 2025, at which the City shall submit the following proposition to the qualified voters of the City. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

PROPOSITION NO. \_\_\_\_

INCREASING THE SALES TAX BY 0.3% FOR A MULTI-PURPOSE RECREATIONAL FACILITY

Shall the City of Homer enact, for a term of eight years, a new three-tenths of one percent (0.3%) sales tax for purposes of acquiring and constructing a multi-purpose recreation facility, with an effective date following the expiration of the existing three-tenths of one percent (0.3%) sales tax dedicated to payment of the City's general obligation police station bond?

Section 3. The proposition, both for paper ballots and machine ballots, shall be printed on a ballot which may set forth other general obligation bond propositions, and the following words shall be added as appropriate next to a space provided for marking the ballot for voting by hand or machine:

PROPOSITION NO. \_\_\_\_

OYes

ONo

Section 6. Section 1 of this ordinance shall become effective only if the proposition described in Section 2 is approved by a majority of the qualified voters voting on the proposition at the October 7, 2025 regular City election.

Section 7. Section 1 of this Ordinance is of a permanent and general character and shall be included in the City Code. The remainder of this ordinance is not of a permanent nature and as such, shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF HOMER

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

ATTEST:

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

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:



# MEMORANDUM

---

**Resolution 25-066, A Resolution of the City Council of Homer, Alaska Amending the Campground Host Memorandum of Understanding to Include a Utility Credit for Campground Hosts for City Owned Campgrounds at the Fishing Hole and Mariner Park. City Manager/Port Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** July 7, 2025  
**From:** Melissa Jacobsen, City Manager

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In 2020, Homer City Council adopted Resolution 20-072 that set a policy for campground host services at City owned campgrounds. The policy includes a Memorandum of Understanding (MOU) and a \$100 per week stipend. In 2021, the responsibility of managing the City owned campgrounds in the harbor area, the Fishing Hole and Mariner Park, were transferred to the Port and Harbor, and at that time Karen Hornaday Park was closed to camping.

When Port and Harbor staff assumed the responsibility of the harbor area campgrounds Harbormaster Matt Clarke discovered that the Fishing Hole campground host was accessing power from the Pier One Theater building and that the City was paying a portion, or all, of the Pier One Theater's electric bill for this access to electricity through the Parks budget. The matter was taken up with the Port Director and they agreed the whole situation needed to be cleaned up with an MOU. When factoring in the criteria for the MOU, they determined the utility compensation be accounted for by a fixed \$50 monthly amount called a "utility credit".

Because of the abrupt transfer of responsibility of the campgrounds from Parks to the Port and Harbor, there was an oversight of amending the campground host MOU to include this utility stipend.

Improvements to the Karen Hornaday Park over the past few years have included providing electric and water and sewer to the campground host site, and no stipend is necessary for that location now that it has re-opened.

This resolution amends the MOU to reflect the current practice of compensating campground hosts at the City campgrounds at the Fishing Hole and Mariner Park. It also generalizes the MOU process so that stipends and utility credits will be addressed through the regular budget process and amendments to duties and responsibilities will be approved by resolution.

**RECOMMENDATION:** Adopt Resolution 25-066

**ATTACHMENTS:**

- Fishing Hole and Mariner Park Campground Host MOUs



## Campground Host Memorandum of Understanding Mariner Park

The purpose of this MOU is pursuant to City of Homer, Alaska, Resolution 25-1xx. The City of Homer Port & Harbor Department agrees to provide the campground host one dedicated campsite at the Mariner Park campground, a \$\_\_\_\_/week stipend, and a \$\_\_\_\_/month utility credit (stipend and utility credit paid monthly), commencing April 1, 20\_\_\_\_ through October 31<sup>st</sup>, 20\_\_\_\_, in exchange for campground host services provided within the Mariner Park campground, under the terms and conditions stipulated within.

During the closure of the campground, November 1<sup>st</sup> through March 31<sup>st</sup>, the campground host and dwelling are permitted remain on-site under a caretaker's status. The campground caretaker's only service is to advise the general public the campground is closed. The campground caretaker is provided one dedicated campsite in exchange for this service.

Contractual oversight of this MOU is provided by the City of Homer's port director, harbormaster, or designee.

The City of Homer, Alaska, reserves the right to terminate this MOU at any time.

### Campground Host Mission

Campground Hosts support the management and operation of City of Homer's campgrounds as an authorized representative of the City of Homer, while residing on site and facilitating the exchange of information and services between the City of Homer and its campground guests.

### Campground Host Services Include:

1. Assist campers in locating campsites.
2. Report hazardous facility conditions within the campground that could affect the health and safety of campers and visitors to the Port & Harbor Department immediately.
3. Report unsanitary conditions within the campground such as overflowing trashcans, dumpsters, porta-potties and bathrooms.
4. Maintain a surplus supply (provided by port & harbor) of toilet paper that can be distributed to bathrooms and porta-potties in the event of untimely depletion and re-stocking by service contractors or city building ground & maintenance staff.
5. Maintain a surplus supply of trash bags (provided by port & harbor) that can be distributed to trash cans in the event of overflow.
6. Maintain a surplus supply of trash bags (provided by port & harbor) that can be used to clean up loose trash, debris and litter.
7. Provide campers information and answer questions about the campground rules.
8. Assist with campground and campsite organization and site delineation.
9. Campground host will reside as model campers practicing good housekeeping at all times surrounding their dedicated campsite and by observing all campground rules.

**Campground Host Rounds & Camper Engagement: 8-9:00 am, 1-2:00 pm, and 7-8:00 pm:**

1. Inspect restrooms, porta-potties, and hand-wash facilities for sanitary operable conditions
2. Identify for campers that arrived without your knowledge.
3. Monitor campsites and campers for evidence of camp fee compliance.
4. Inform and advise campers of applicable camp fees and payment rules.
5. **Advise all campers to pay camp fees at the pay station kiosks.**
6. **Do not collect any money for camp fees.**
7. Ensure the pay station kiosk is “on” and functioning, generating receipts. Notify the port & harbor parking enforcement staff if pay stations are not functioning.
8. Re-stock camp fee pay station kiosks with plastic bags and zips ties used for camp fee receipts requiring tent attachment.
9. Report camp fee non-compliance or violations to Port & Harbor parking enforcement staff at (907) 435-7168.
10. Campground hosts shall not discipline any guests for violation of campground rules. Campground host shall report all violations to the Port & Harbor Department and/or Homer Police Department depending on the circumstances.
11. Pick-up loose trash.

**Problems with Campers Inside The Campground:**

**Non-Emergency** – Most service related issues and camper-to-camper problems can be resolved with tactful and professional correspondence between parties. Always refer to the posted campground rules when resolving issues. If problems persist, discontinue contact with the parties involved and contact the Port & Harbor for assistance. If you discover a problem and the campsite occupant is not present, leave a written notice describing the problem. Notify the Port & Harbor of any persistent, non-compliant camper behavior.

**Emergency (Medical, Law Enforcement, Fire etc.)** – Call 911.

**Vehicles & Dwellings Owned & Operated By The Campground Host:**

1. The campground host must maintain a valid driver’s license issued by any state in the USA.
2. As a dwelling, no more than one functional, mechanically sound, road legal, mobile camping unit, RV, 5<sup>th</sup> wheel, camper trailer, camper van, or cab-over-camper is allowed in the campground or dedicated campsite.
3. No more than one functional, mechanically sound, and road legal commuter vehicle is allowed in the campground or campsite.
4. As a dwelling, tent camping is permissible as long as the campground host possesses a vehicle meeting the above conditions.
5. Non-functional, mechanically disabled, and non-road legal vehicles are not allowed in City of Homer campgrounds. The presence of such vehicles owned or operated by the campground host is cause for termination of the MOU.

**Campground Host Service Time In Exchange for Compensation.**

A minimum of 21 hours of service time per week is expected and should include most weekends and all holidays. The city of Homer Port & harbor department will provide the campground host a dedicated campsite and weekly stipend in exchange for the campground host’s service time.



**Revocation of Campground Host Status & Eviction:**

Breach of contract, abandonment of services, undesirable and/or criminal behavior on the part of the campground host, shall result in the City of Homer Port & Harbor terminating this MOU at any time by notifying the campground host in writing. Termination of this agreement for the above causes shall require the campground host to immediately vacate the campground upon receipt of written notice.

**I further understand that (Please initial):**

- \_\_\_\_\_ I am not to provide campground host services under the influence of alcohol, illegal drugs, or any other substance which may impair judgement or physical abilities.
- \_\_\_\_\_ I agree to contain all of my personal property inside the dedicated campsite provided to the campground host. Sprawl of personal property outside of the dedicated campsite is cause for termination of the MOU.
- \_\_\_\_\_ I agree to remove all of my personal property from the campground upon expiration of the terms stated in this MOU.
- \_\_\_\_\_ The campground host shall indemnify, defend, save and hold the City of Homer harmless from any losses, claims, lawsuits or liability, including attorneys' fees and costs, arising out of loss, damage or injury, including death, to person or property occurring during the course of or as a result of the campground host's performance under this MOU, except for damage caused by the City of Homer's own negligence.

I CERTIFY THAT I HAVE READ THIS MEMORANDUM OF UNDERSTANDING AND ACCEPT THE TERMS & CONDITONS CONTAINED WITHIN.

\_\_\_\_\_  
Campground Host Signature Date

\_\_\_\_\_  
Harbormaster Signature Date



## 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

### Campground Host Memorandum of Understanding Fishing Hole

The purpose of this MOU is pursuant to City of Homer, Alaska, resolution 25-1xx. The City of Homer Port & Harbor Department agrees to provide the campground host one dedicated campsite at the Fishing Hole campground, a \$\_\_\_\_/week stipend, and a \$\_\_\_\_/month utility credit (stipend and utility credit paid monthly), commencing April 1, 20\_\_\_\_, through October 31<sup>st</sup>, 20\_\_\_\_, in exchange for campground host services provided within the Fishing Hole campground, under the terms and conditions stipulated within.

During the closure of the campground, November 1<sup>st</sup> through March 31<sup>st</sup>, the campground host and dwelling are permitted remain on-site under a caretaker's status. The campground caretaker's only service is to advise the general public the campground is closed. The campground caretaker is provided one dedicated campsite in exchange for this service.

Contractual oversight of this MOU is provided by the City of Homer's port director, harbormaster, or designee.

The City of Homer, Alaska, reserves the right to terminate this MOU at any time.

#### Campground Host Mission

Campground Hosts support the management and operation of City of Homer's campgrounds as an authorized representative of the City of Homer, while residing on site and facilitating the exchange of information and services between the City of Homer and its campground guests.

#### Campground Host Services Include:

1. Assist campers in locating campsites.
2. Report hazardous facility conditions within the campground that could affect the health and safety of campers and visitors to the Port & Harbor Department immediately.
3. Report unsanitary conditions within the campground such as overflowing trashcans, dumpsters, porta-potties and bathrooms.
4. Maintain a surplus supply (provided by port & harbor) of toilet paper that can be distributed to bathrooms and porta-potties in the event of untimely depletion and re-stocking by service contractors or city building ground & maintenance staff.
5. Maintain a surplus supply of trash bags (provided by port & harbor) that can be distributed to trash cans in the event of overflow.
6. Maintain a surplus supply of trash bags (provided by port & harbor) that can be used to clean up loose trash, debris and litter.
7. Provide campers information and answer questions about the campground rules.
8. Assist with campground and campsite organization and site delineation.
9. Campground host will reside as model campers practicing good housekeeping at all times surrounding their dedicated campsite and by observing all campground rules.

**Campground Host Rounds & Camper Engagement: 8-9:00 am, 1-2:00 pm, and 7-8:00 pm:**

1. Inspect restrooms, porta-potties, and hand-wash facilities for sanitary operable conditions
2. Identify for campers that arrived without your knowledge.
3. Monitor campsites and campers for evidence of camp fee compliance.
4. Inform and advise campers of applicable camp fees and payment rules.
5. **Advise all campers to pay camp fees at the pay station kiosks.**
6. **Do not collect any money for camp fees.**
7. Ensure the pay station kiosk is “on” and functioning, generating receipts. Notify the port & harbor parking enforcement staff if pay stations are not functioning.
8. Re-stock camp fee pay station kiosks with plastic bags and zips ties used for camp fee receipts requiring tent attachment.
9. Report camp fee non-compliance or violations to Port & Harbor parking enforcement staff at (907) 435-7168.
10. Campground hosts shall not discipline any guests for violation of campground rules. Campground host shall report all violations to the Port & Harbor Department and/or Homer Police Department depending on the circumstances.
11. Pick-up loose trash.

**Problems with Campers Inside The Campground:**

**Non-Emergency** – Most service related issues and camper-to-camper problems can be resolved with tactful and professional correspondence between parties. Always refer to the posted campground rules when resolving issues. If problems persist, discontinue contact with the parties involved and contact the Port & Harbor for assistance. If you discover a problem and the campsite occupant is not present, leave a written notice describing the problem. Notify the Port & Harbor of any persistent, non-compliant camper behavior.

**Emergency (Medical, Law Enforcement, Fire etc.)** – Call 911.

**Vehicles & Dwellings Owned & Operated By The Campground Host:**

1. The campground host must maintain a valid driver’s license issued by any state in the USA.
2. As a dwelling, no more than one functional, mechanically sound, road legal, mobile camping unit, RV, 5<sup>th</sup> wheel, camper trailer, camper van, or cab-over-camper is allowed in the campground or dedicated campsite.
3. No more than one functional, mechanically sound, and road legal commuter vehicle is allowed in the campground or campsite.
4. As a dwelling, tent camping is permissible as long as the campground host possesses a vehicle meeting the above conditions.
5. Non-functional, mechanically disabled, and non-road legal vehicles are not allowed in City of Homer campgrounds. The presence of such vehicles owned or operated by the campground host is cause for termination of the MOU.

**Campground Host Service Time In Exchange for Compensation.**

A minimum of 21 hours of service time per week is expected and should include most weekends and all holidays. The city of Homer Port & harbor department will provide the campground host a dedicated campsite and weekly stipend in exchange for the campground host's service time.

**Revocation of Campground Host Status & Eviction:**

Breach of contract, abandonment of services, undesirable and/or criminal behavior on the part of the campground host, shall result in the City of Homer Port & Harbor terminating this MOU at any time by notifying the campground host in writing. Termination of this agreement for the above causes shall require the campground host to immediately vacate the campground upon receipt of written notice.

**I further understand that (Please initial):**

- \_\_\_\_\_ I am not to provide campground host services under the influence of alcohol, illegal drugs, or any other substance which may impair judgement or physical abilities.
- \_\_\_\_\_ I agree to contain all of my personal property inside the dedicated campsite provided to the campground host. Sprawl of personal property outside of the dedicated campsite is cause for termination of the MOU.
- \_\_\_\_\_ I agree to remove all of my personal property from the campground upon expiration of the terms stated in this MOU.
- \_\_\_\_\_ The campground host shall indemnify, defend, save and hold the City of Homer harmless from any losses, claims, lawsuits or liability, including attorneys' fees and costs, arising out of loss, damage or injury, including death, to person or property occurring during the course of or as a result of the campground host's performance under this MOU, except for damage caused by the City of Homer's own negligence.

I CERTIFY THAT I HAVE READ THIS MEMORANDUM OF UNDERSTANDING AND ACCEPT THE TERMS & CONDITIONS CONTAINED WITHIN.

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Campground Host Signature \_\_\_\_\_ Date \_\_\_\_\_

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Harbormaster Signature \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**RESOLUTION 25-066**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE CAMPGROUND HOST MEMORANDUM OF  
UNDERSTANDING TO INCLUDE A UTILITY CREDIT FOR  
CAMPGROUND HOSTS FOR CITY OWNED CAMPGROUNDS AT THE  
FISHING HOLE AND MARINER PARK.

WHEREAS, Homer City Council established a Memorandum of Understanding (MOU)  
and a \$100 per week stipend for campground hosts with the adoption of Resolution 20-072;  
and

WHEREAS, When Fishing Hole and Mariner Park Campground responsibilities were  
transferred from Parks to Port and Harbor, Port and Harbor staff updated the MOU's for the  
Fishing Hole and Mariner Park Campgrounds to include a utility credit to assist the  
campground hosts with the cost of operating their power generators and emptying sewer  
tanks at the dump station; and

WHEREAS, Electricity and sewer are available and provided for the campground host at  
Karen Hornaday Park Campground so no utility stipend is necessary at this location; and

WHEREAS, The City relies on Campground Hosts, one per campground, to perform a  
variety of duties related to the health and safety, as well as the enjoyment, of campers and day-  
users in the City's campgrounds; and

WHEREAS, In addition to the stipend and utility credit, the Campground Hosts are  
provided with a campsite and supplies required to perform their duties; and

WHEREAS, Going forward, camp host stipend and utility credit adjustments will be  
managed through the City's budget process and amendments to the campground host duties  
and responsibilities in the MOU will be approved by resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska approves  
amending the Campground Host Memorandum of Understanding to Include a Utility Credit for  
Campground Hosts for City Owned Campgrounds at the Fishing Hole and Mariner Park.

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

CITY OF HOMER

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RACHEL LORD, MAYOR

ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

Fiscal note: Refer to Memorandum CC-25-190



# MEMORANDUM

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**Resolution 25-067, A Resolution of the City Council of Homer, Alaska, Authorizing the Staff of the Homer Public Library to Apply for an Online With Libraries (OWL) Grant from the Alaska State Library. City Manager/Library Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Lord and City Council  
**Date:** July 14, 2025  
**From:** Dave Berry, Library Director  
**Through:** Melissa Jacobsen, City Manager

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The Alaska State Library has offered Online With Libraries (OWL) grants for a number of years. In the past, those grants have been used to purchase videoconferencing equipment for the library. Current OWL grants are used to offset the cost of providing internet service to the public.

In fiscal year 2025, the library received an OWL grant of \$6,462, which paid 30% of the annual internet bill. The City Council accepted this grant through Ord. 24-48 on Oct. 29, 2024.

I would like to apply for the internet-cost grant every year, as a matter of course. The application period for FY 2026 is now open and I have attached the application form.

**RECOMMENDATION:**

Adopt Resolution 25-067

**ATTACHMENTS:**

Application form for the FY 2026 OWL grant



### 1. Introduction

The **Online With Libraries (OWL) Internet Cost Assistance program** is a non-competitive funding opportunity that allows public libraries in Alaska to apply for internet assistance from the Alaska State Library through the OWL Program. *Submitting a proposal does not guarantee funding or full funding. Funds are granted according to available resources.*

Only complete applications will be considered. **Applications are due to the OWL Program Manager on or by August 29, 2025.**

Library Name: \_\_\_\_\_  
Library Address: \_\_\_\_\_  
Contact(s): \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

### 2. Purpose of Funding

The Alaska Online With Libraries (OWL) Program is funded by the State of Alaska to:

- Provide Alaska residents access to high-speed internet and computing equipment in public libraries to access necessary online information and resources for education, employment, government services, health, and enjoyment.
- Bring the world to Alaska by connecting people from all areas of the state with other Alaskans and Americans through internet access and events, meetings, and training via videoconferencing.
- Reduce costs for libraries, agencies, and organizations by substituting travel for video meetings and visits.
- Provide information technology training to Alaska library staff and residents to enhance future education, employment prospects, and quality of life.

OWL Internet Cost Assistance provides supplementary funding for internet connectivity costs to public libraries in Alaska as part of the OWL program's mission to provide Alaskans with the benefits and opportunities that come with access to high-speed internet.

### 3. Eligibility and Funding Criteria

Public libraries in Alaska that are eligible to receive [the Public Library Assistance \(PLA\) Grant](#) are also eligible to apply for OWL Internet Cost Assistance. Eligibility requires a "Yes" to the question below.

Is the public library (and branches if applicable) currently eligible to receive the Public Library Assistance Grant according to [Alaska Library Law](#)? Yes ☐ No ☐



The maximum award is determined based on these factors:

- Annual internet cost
- E-Rate percentage (if applicable - receipt of E-Rate is not required)
- Annual operating budget
- Amount of funding available for the OWL Program through the State.

This funding opportunity applies to internet service for the library only; it cannot be used to pay internet bills that include access for other departments or entities.

The OWL Internet Cost Assistance Program awards may be used for recurring Internet costs only. One-time fees, equipment costs, and labor costs (such as the cost associated with service installation) are not eligible.

#### 4. Budget

These funds must be spent or encumbered between July 1 and June 30. They cannot be carried over into the following year's budget or put into the city's general fund. Any money not spent or encumbered by June 30 must be returned to the Alaska State Library. 100% of the funding awarded must be dedicated to recurring library internet costs. **The OWL Award must not overlap with E-Rate funding.** If you have questions, email [eed.owlprogram@alaska.gov](mailto:eed.owlprogram@alaska.gov).

##### A. Budget Documentation

- For libraries that receive E-Rate: Please attach a copy of your Funding Commitment Decision Letter from USAC. If you have a contract with your ISP that shows the monthly or annual amount you pay, please attach a copy of the portion that specifies the agreed-upon amount.
- For libraries that DO NOT receive E-Rate: If you have a contract with your ISP showing the amount you pay monthly or per year, please attach a copy of the portion that specifies the agreed-upon amount. If you do not have a contract, please attach copies of the three most recent months of your library's internet bill.

##### B. Budget Documentation Summary

Please indicate the supporting documents included in this application.

###### E-Rate Libraries:

- ☐ Funding Commitment Decision Letter (USAC)  
and
- ☐ Document showing your library's most recent operating budget amount.

###### Non-E-Rate Libraries:

- ☐ ISP Contract documentation with the annual agreed price  
or
- ☐ Three recent internet bills  
and
- ☐ Document showing your library's most recent operating budget amount.

#### 5. E-Rate Participation

Receipt of E-Rate is not a requirement for this funding opportunity, but it is necessary to note if a library does receive E-Rate funds.

Does the library receive E-Rate Funding?    Yes ☐    No ☐

#### 6. Wireless Sessions Measurement Requirement

To document the utilization of internet connections subsidized by the OWL Program, the Alaska State Library requires that libraries receiving OWL Program funds have a method (automated or otherwise) for counting the number of wireless sessions on the library's Wi-Fi, so they can report this statistic. If a library does not have a way to measure wireless use, the Alaska State Library will provide advice on possible methods.

**Please check one:**

- We use \_\_\_\_\_ (method) to count wireless sessions.
- We DO NOT have a way of counting wireless sessions. Contact us for consultation.

**7. OWL Zoom Participation (optional)**

If your library does not already participate in the OWL Zoom Program, would you like to sign up for an OWL Zoom account for your library? If yes, fill out this short form:

[https://library-alaska.libwizard.com/f/get\\_owl\\_zoom](https://library-alaska.libwizard.com/f/get_owl_zoom)

**8. Submission**

Step 1. Complete the application.

Step 2. Gather and include all attachments.

Step 3. Obtain all signatures.

Step 4. Compile the entire application, including all attachments, into a single packet.

Step 5. Submit the complete application packet on or by August 29, 2025.

*Applications are due by email, fax, or postal mail on or by August 29, 2025.*

**Email** the completed application to [eed.owlprogram@alaska.gov](mailto:eed.owlprogram@alaska.gov) or

**Fax** the completed application to 907-465-2151 or

**Mail** the completed application, postmarked by August 29, to:

OWL Program Manager  
Alaska State Library  
PO Box 110571  
Juneau, AK 99811-0571

Please confirm receipt with the OWL Program Manager if you fax or mail the application.

**Questions?** Contact the OWL Program Manager at [eed.owlprogram@alaska.gov](mailto:eed.owlprogram@alaska.gov) or 907-465-2921.

**9. Reporting**

The OWL Internet Cost Assistance program Report (<https://lam.alaska.gov/owl/funding-opportunities>) must be signed and submitted to the OWL Program Manager by September 1 of the following year.

**10. Acceptance of Financial Responsibility**

**The library, the legal entity, and the staff who handle the library bills must understand that State money awarded through the "OWL Internet Cost Assistance" program is 100% earmarked for the approved purchases in this application. The awarded funding can only be used for the purposes indicated in the program award agreement.** If OWL funds are used for unauthorized purposes, the Alaska State Library will require the misspent funds to be returned. By signing this document, you agree to accept the terms mentioned above.

The library must maintain adequate financial records to ensure complete reporting and retain project and financial records relating to the program for a minimum of five years from the due date of the final program report or until all audit exceptions have been resolved, whichever is longer.

This application is a legal document committing your library to a specific course of action. By signing this document, the library and its fiscal/legal entity agree to accept the terms above.

## 11. Signatures

**This application MUST have two signatures from two different people.** The director can sign on behalf of the library. Examples of signers for the fiscal/legal entity include the mayor, city manager, or finance officer for municipal libraries; board president or treasurer for nonprofit libraries; principal, district grants officer, or superintendent for combined school-public libraries.

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**Public Library Name:**

---

**Public Library City:**

**For the Public Library:**

---

Authorized Library Signature

---

Printed Name and Title

---

Date Signed

**For the Fiscal/Legal Entity:**

---

Authorized Fiscal Signature

---

Printed Name and Title

---

Date Signed

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Library Director

**RESOLUTION 25-067**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
AUTHORIZING THE STAFF OF THE HOMER PUBLIC LIBRARY TO  
APPLY FOR AN ONLINE WITH LIBRARIES (OWL) GRANT FROM THE  
ALASKA STATE LIBRARY.

WHEREAS, The Alaska State Library offers non-competitive Online With Libraries (OWL)  
grants to fund internet access for libraries across the state; and

WHEREAS, Homer Public Library received an OWL grant in fiscal year 2025 which paid  
for 30% of the library's internet bill; and

WHEREAS, This grant is offered every year, and the library staff would like to apply for  
it again, in the amount of \$6,462; and

WHEREAS, The application form for the grant is included as Attachment A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby  
authorizes the staff of the Homer Public Library to apply for an Online With Libraries (OWL)  
grant for fiscal year 2026.

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

CITY OF HOMER

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

ATTEST:

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

Fiscal note: The amount of the grant is \$6,462 refer to Memorandum CC-35-191.



# MEMORANDUM

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**Resolution 25-068, A Resolution of the City of Homer, Alaska Approving a Sublease between Happy Face LLC and Kachemak Communications, LLC occupying the Center North Office of the Upper Level of Main Building (consisting of 309 square feet) located on the property entitled T7S R13W Sec 1 Seward Meridian HM 0890034 LSEHLD Lot 32 Homer Spit AMD 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:** July 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 Kachemak Communications, LLC have requested that the City consent to a sublease allowing use of the second floor as an office area.

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 Port & Harbor Staff. The application is complete and staff recommend approving this lease application.

**RECOMMENDATION:**

Approve Resolution 25-068



# 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: Kachemak Communications, LLC Primary Contact: Jorden Perez

### Sublease Information

Comments regarding description of the subleased premises: Sublease clearly defines the premises.

Authorized use is consistent with the authorized purpose in the primary lease: Yes X No\_\_ Comments:

The applicant's experience in the proposed business or venture is adequate: Yes X No\_\_ Comments:

Is information supporting the financial capability adequate? Yes X No\_\_ Comments:

Subtenant agrees to the terms and conditions of the primary lease. Yes X No\_\_ Comment:

Sublease agrees to the 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 X No\_\_ Comment:

The following documents (mark with Y, N or NA) have been provided:

Business licenses ( Y ), KPB Tax Compliance Certification ( Y ), Articles of Incorporation ( Y ), DEC ( NA ),  
Permits (List) \_\_\_\_\_, Other City, KPB and State required documents (List):

**Port and Harbor Staff Comments:** Happy Face LLC, application to sublease office space to Kachemak Communications LLC is consistent with the authorized purpose of their lease. Location of their office on the Spit allows them to be in closer, more convenient proximity to the business activity on the Spit.

**Port Director Comments:** "No concerns with the Sublease."

**Administrative Supervisor Comments:** The application is consistent with the purpose of the Lease and have zero concerns regarding this application.

**City Manager Comments:**

**Recommended Action to City Council**

☐ N/A

**City Manager Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# 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

## City of Homer Port and Harbor Sublease Application

### Applicant (Primary Lease Holder) Information

Lessee Name:	Happy Face LLC
Mailing Address:	PO Box 3147, Homer, AK 99603
Phone Number(s):	907-235-8783
Email Address(es):	<a href="mailto:swapa@swpilots.net">swapa@swpilots.net</a>

### Sublessee Information

<b>Legal Business</b> Name: Kachemak Communications LLC	<b>Primary Contact:</b> <b>Jorden Perez</b>
Mailing Address: PO Box 3736, Homer, AK 99603	Job Title: Owner
Bus. Phone: 907-399-4017	Phone:
Bus. Email: <a href="mailto:jorden@kachemakcommunications.com">jorden@kachemakcommunications.com</a>	Email: <a href="mailto:jorden@kachemakcommunications.com">jorden@kachemakcommunications.com</a>

### Sublease Information

Description of the subleased premises: Office space located upstairs in the SWAPA building

Sq ft: 309sf

Initial: JP I have attached a drawing showing the portion of the Subleased land or building.

Purpose of Sublease: (Must be consistent with authorized purpose in the primary lease.) Office space for digital marketing and design services, including client meetings and administrative work.

What is the applicant's experience in the proposed business or venture? Kachemak Communications LLC is a locally owned digital marketing company based in Homer, Alaska. Founded in 2020, we provide branding, website design, SEO, and social media services for local businesses.

Business type: (LLC, Ltd., Sole Proprietorship, etc.): LLC

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: (New Subleases: Attach supporting documents).

Kachemak Communications LLC is a financially stable business with consistent client revenue and a solid track record of responsible operations since its founding in 2021.

Initial: JP I have received a copy of the Primary Lease and understand that the Sublease is subject to all of the terms and conditions of the Primary Lease.

Initial: JP I have received, read, understand and intend to sign signed a copy of the City of Homer's Consent to Sublease document after the City approves the Sublease.



**Please initial included documents:****Code:**

\*\* = Required to complete Application

@ = Required prior to occupancy

Insurance:

\_\_\_\_\_ @ Certificate of Insurance with:

\_\_\_\_\_ @ \$1,000,000/\$2,000,000 (Occurrence/Gen. Aggregate) of Commercial General Liability listing

City of Homer as Additional Insured and using City of Homer, Port and Harbor, 4311 Freight dock Rd., Homer AK 99603 as the Certificate Holder Address.

JP @ Workers' Comp and Employer's Liability of \$1,000,000/\$1,000,000 (Per Person/occurrence) or a signed No-Employee Declaration Form if Workers' Comp is not required by As

23,30.045

\_\_\_\_\_ Other:

Business Structure & Compliance:JP \*\* [Business license from the State of Alaska](#)JP \*\* KPB signed [Certification of Payment of Taxes](#) to the Kenai Peninsula Borough

JP \*\* Biennial Report

JP \*\* Certificate of Organization

\_\_\_\_\_ Other organizational documents:\_\_\_\_\_

\_\_\_\_\_ Other documents as required by City, Kenai Peninsula Borough and State of Alaska laws.

Food and Beverage Businesses / Mobile Food Vendors:\_\_\_\_\_ @ [Department of Environmental Conservation \(DEC\) Permit](#) (all food & beverage vendors)\_\_\_\_\_ @ [City of Homer Mobile Food Vendor Permit](#) if the business uses a structure with wheels

Additional Applicant Comments (Additional pages may be attached as needed): I am currently not carrying commercial general liability insurance. Please advise if a waiver or exception is possible, or if coverage must be obtained prior to occupancy.

**Sublease Application Signature Page****Sublease Applicant Signature:**

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

Signature: *Jorden Perez*

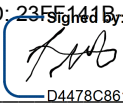
Date: 6/12/2025

Print Name: Jorden Perez

Title: 6/12/2025

**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:  \_\_\_\_\_  
D4478C8610FC486...

Date: 6/17/2025

Print Name: John Stewart \_\_\_\_\_  
\_\_\_\_\_

Title:

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Port Director

**RESOLUTION 25-068**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
APPROVING A SUBLEASE BETWEEN HAPPY FACE LLC AND  
KACHEMAK COMMUNICATIONS, LLC OCCUPYING THE CENTER  
NORTH OFFICE OF THE UPPER LEVEL OF MAIN BUILDING  
(CONSISTING OF 309 SQUARE FEET) ON THE PROPERTY  
ENTITLED T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034  
HOMER SPIT AMENDED LOT 32 HOMER SPIT AMD, 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, Kachemak Communications, 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 Kachemak Communications, LLC  
occupying the Center North Office of the Upper Level of the Main Building (consisting of 309  
square feet) located on the property entitled T7S R13W Sec 1 Seward Meridian HM 0890034  
LSEHLD Lot 32 Homer Spit AMD and Authorizes the City Manager to negotiate and execute the  
appropriate documents.

CITY OF HOMER

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RACHEL LORD, MAYOR

43 ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

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49 Fiscal Note: Refer to Memorandum CC-25-192

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# MEMORANDUM

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**Resolution 25-069, A Resolution of the City Council of Homer, Alaska Acknowledging a Memorandum of Agreement with the Alaska Department of Transportation and Public Facilities for the Design Phase of the Homer All Ages and Abilities Pathway, Authorizing the City Manager to Negotiate and Execute the Appropriate Documents and Committing Match Funds for the Design Phase. Community Development Director.**

**Item Type:** Informational Memorandum  
**Prepared For:** Mayor Lord and City Council  
**Date:** July 22, 2025  
**From:** Jenny Carroll, Special Projects & Communication Coordinator  
**Through:** Melissa Jacobsen, City Manager

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**Purpose:** To inform the Council of Alaska Department of Transportation and Public Facilities (DOT&PF) discussions regarding a Memorandum of Agreement for the Homer All Ages and Abilities Pathway (HAAP) project and seek approval of a Resolution authorizing the City Manager to negotiate and execute a design phase agreement and confirming commitment to match funds.

**Synopsis:** Since the grant was applied for in 2023, costs have escalated rapidly. If this project is going to stay in budget and within the match amount Council has already allocated, the scope of the project will have to be reduced. There will not be enough federal funding to build everything that was included in the grant application. AKDOT&PF has made this project a priority and wants to get this project moving. To do so, the Council needs to pass a resolution and for the City to sign a Memorandum of Agreement (MOA). The final details of the MOA are still being worked on, but postponing the Resolution will result in the project being delayed, potentially significantly. More delay will result in higher future costs, and a further reduction in construction. Staff would like to work in good faith with AKDOT&PF to reach a mutually agreeable MOU, and to capitalize on their desire to make this project a priority. The rest of this memorandum discusses the finer points of the MOU and the types of details staff is working through.

**Background:** In February 2023, the City applied to the DOT&PF for Federal FY23 Transportation Alternatives Program (TAP) funds to help construct the Homer All-Ages and Abilities Pedestrian Pathway (HAAP). At the time of application, the City estimated the total project cost at \$4.2M and set aside \$500,000 in HART road funds for potential grant match. See map attached.

In April 2024, DOT&PF announced that the HAAP project had been awarded \$3,486,787 in Federal TAP funds with a required City match of 10.03% or \$388,713 for a total project cost of \$3,875,500. See award letter and Statewide Transportation Improvement Program project description, attached. Essential elements of Alaska's TAP:

- TAP projects are implemented by DOT&PF under a Memorandum of Agreement with the City.
- DOT&PF has only Federal TAP funds to support the project, no State funds to cover cost overruns.
- DOT&PF takes some overhead from the federal funds. The total Federal award is subject to DOT&PF's annual Indirect Cost Allocation Plan (ICAP), which is deducted from the award when the State requests/receives the federal funds. The ICAP rate presently reduces the funds available for direct project costs by 5.17%. ICAP is recalculated annually.
- Under the award, the City is responsible to match Federal funds at 10.03, and any cost overruns.

**MOA Discussions:** On June 27, 2025, DOT&PF reached out to staff with a draft MOA for City input, with the goal of reaching agreement and obligating Federal HAAP funds by the Federal deadline in early August 2025.

Project costs have increased significantly between the time the City applied to TAP and now, and numerous uncertainties surround future costs, including:

- the need for design completion before DOT&PF can accurately estimate construction costs;
- uncertain timeframes for DOT&PF implementation of TAP projects;
- likely cost escalation over the implementation period; and
- the potential for limited City match fund availability for later construction phases of the HAAP project.

Staff's primary negotiating points in the MOA discussions included fiscal control mechanisms to protect city interest in containing costs on a project we do not directly manage, while still ensuring completion of at least one HAAP sidewalk segment.

Central Region DOT&PF planners have demonstrated willingness to work collaboratively with the City to adjust project scope to fit available funding through a phased approach to project implementation, with a separate MOA and match commitment Ordinance for each subsequent phase.

The draft MOA (attached) is for the Design Phases. It has gone through four revisions and identifies total design phase costs at \$543,000 for P2a and \$323,000 for P2b (as demonstrated in the STIP attached). Local match is \$54,300 and \$23,200 respectively, for a total of \$77,500.

The agreement calls for a review of project costs and scope with DOT&PF at 35% design, after which a determination will be made on a revised scope of work to ensure that we stay within our cost cap and timelines. The scope revision could downsize the design phase (and thus construction phase of the project) to stay within budget to the best of our ability; our understanding is that any unused federally-budgeted funds and city match from the design phases can be rolled over to the construction phase.

The State also builds contingencies into the budget; any contingency not used rolls into the next phase.

Within this framework, City staff preliminarily discussed the prioritization of two HAPP sidewalk segments: first is Main Street Sidewalk, which requires DOT&PF partnership as it is state-owned and cannot proceed without their involvement. The second is Svedlund Street, for which the City has nearly completed design work and has requested that the State credit this cost (\$60,000) as an in-kind match contribution. (No State determination has been made to date.)

The Resolution before Council contains the assurances DOT&PF needs (acknowledging the MOA, authorizing the City Manager to complete final negotiation (including legal review) and execute the MOA and reaffirming City commitment to match funds) to obligate the Federal design funds. If anything major changes through the final negotiations, the City Manager will not proceed to execution without agreement from Council. At a later date, staff will bring an Ordinance to City Council for appropriation of the City's match funds for the design phase.

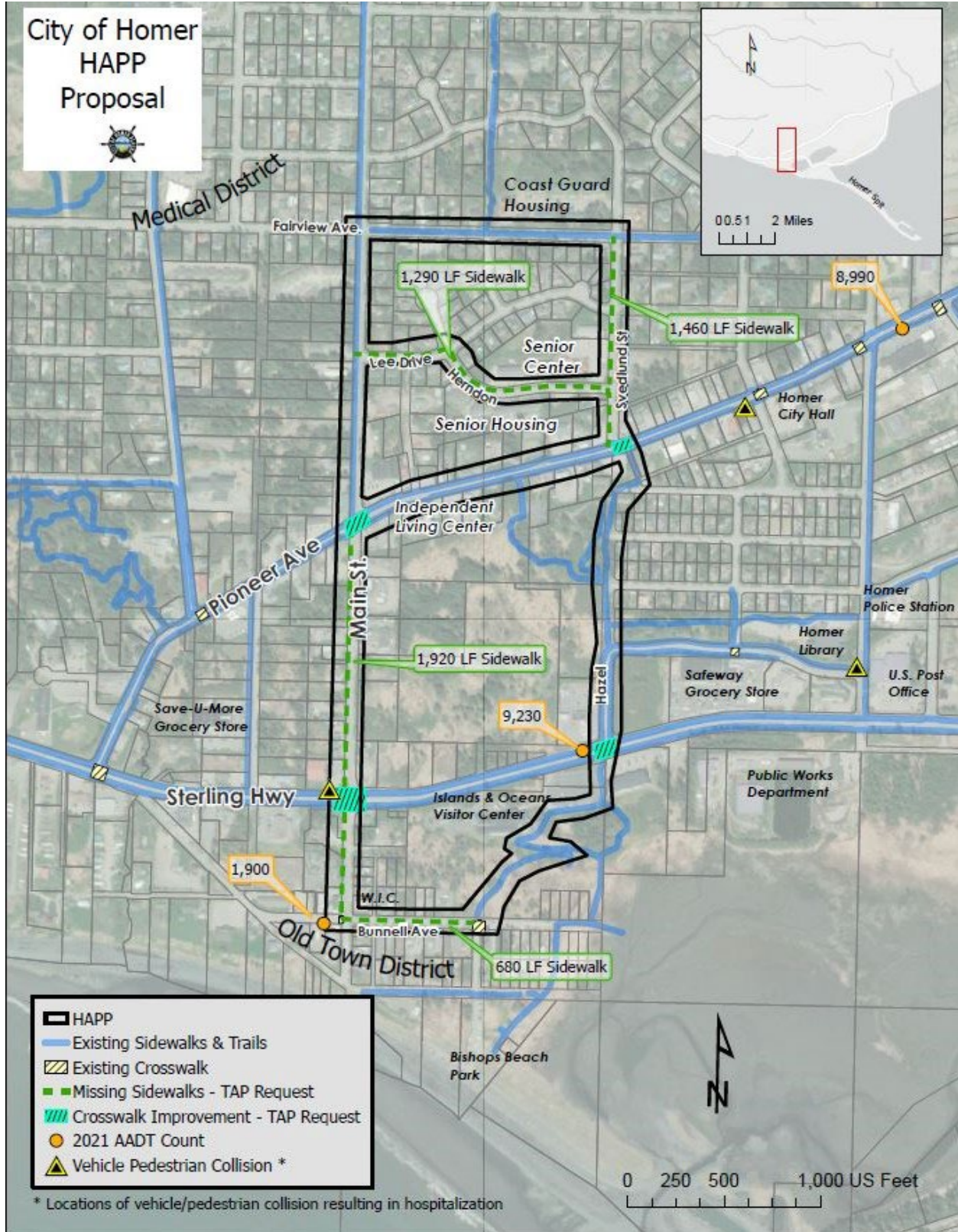
**Staff Recommendation:** Review the draft MOA, ask for clarifications needed and provide feedback to the City Manager regarding areas of concern for continued negotiation or hard stops. Approve the Resolution if you want the City to move forward with negotiations and allow DOT&PF to obligate Federal funds for the project.

**Attachments:**

1. Map
2. TAP Award Letter
3. STIP HAAP Project Description
4. Draft MOU



# City of Homer HAPP Proposal







THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Transportation and  
**Public Facilities**  
PROJECT DELIVERY DIVISION

3132 Channel Drive, Suite 200  
P.O. Box 112500  
Juneau, Alaska 99811-2500  
Main: 907-465-4070  
Fax: 970-465-6984  
dot.alaska.gov

April 16, 2024

Jenny Carroll, Special Projects, City of Homer  
491 E Pioneer Ave, Homer, AK, 99603, USA jcarroll@ci.homer.ak.us  
(907) 435-3101

Dear Ms.Carroll,

On behalf of The Department of Transportation and Public Facilities (DOT&PF) and the Transportation Alternatives Program (TAP) Project Evaluation Board, I am pleased to inform you that your project nomination has been accepted for award.

STIP ID: 34426      Project Title: Homer All-ages and Abilities Pedestrian pathway (HAAP)

The purpose of this project is to combine two high priority sidewalk projects to connect two major gaps in Homer's non-motorized pathways which significantly improves pedestrian access to everyday destinations, key facilities and recreational opportunities.

<b>Federal Award:</b>	\$3,486,787
<b><u>Required Match:</u></b>	\$ 388,713
<b>Your total project cost:</b>	\$3,875,500

The federal-aid agreement requires federal and matching shares as percentages. **The matching share for this project is 10.03%.** The City of Homer is expected to maintain this matching share through the life of the project, including if the total project cost changes. A match waiver, signed by the Commissioner, is required for any decrease to the matching share and may come with penalties as described in 17 AAC 05.175(l).

This project has been programmed into the 2024-2027 Statewide Transportation Improvement Program (STIP) with the design and construction phases in the STIP programmed years (2024-2027) Funding is expected to be available for the construction phase in FFY27 These dates are subject to change pending project development and funds availability.

Next steps:

- DOT&PF Central Region Field Office and the City of Homer will work together to prepare the Project Memorandum of Agreement (MOA) detailing match and maintenance commitments and roles and responsibilities.
- The City of Homer must provide matching funds including contingency (by phase) to DOT&PF.
- After these steps are completed (signed MOA is in place; project is in an approved STIP; matching funds received by DOT&PF), the project may begin.

Please expect to hear from your Regional Planner, Joselyn Biloon, to initiate the Project Agreement within the next few weeks. You may contact your planner at [Joselyn.biloon@alaska.gov](mailto:Joselyn.biloon@alaska.gov) or 907 269-0508.

Sincerely,



Ben White, Central Region Planning Chief  
Project Delivery Division

cc: Karin McCoy, Acting STIP Manager, DOT&PF  
Sara Lucey, Planning Manager, DOT&PF  
Region Pre-construction Engineer, DOT&PF  
Judy Chapman, Deputy Director of Planning, Project Delivery Division, DOT&PF  
Ben White, Central Region Planning Chief, DOT&PF

## Project Deep-Dives

# 34426

### Homer All-ages and Abilities Pedestrian Pathway (HAPP) [TAP Award 2023]

The Homer All-ages and Abilities Pedestrian Pathway project, funded by the Transportation Alternatives Program via DOT&PF, entails the construction of a 5-foot wide, approximately 4,950 feet long asphalt sidewalk with crosswalk improvements across various locations to enhance pedestrian safety. This initiative includes adding concrete curbs, gutters, ADA-compliant ramps, and upgrading crosswalks with Rectangular Rapid Flashing Beacons and high-visibility markings. Additionally, it requires renovating certain city-maintained storm drains for effective stormwater management. Key areas of work are Main Street, Bunnell Avenue, Sterling Highway at Hazel Avenue, Svedlund Street, and the local streets of Herndon Drive and Lee Drive, aiming to improve connectivity and safety for pedestrians.

Strategic Investment Area		Work Type	Place Name		Bridge Condition		
Sustainability			Homer		Bridge #	Year Built	Condition
Landscape			Pavement Condition				
Rural			Current Condition	Expected Condition	No Bridge Work	n/a	No Rating or N/A
Toll Credits	PEB Score		Not Available	Not Available			
\$0	363/500						

2024-2027 STIP Funding by Phase		
Phase Total	\$3,875,000	
FY	Phases	Planned Obligation
FY25	P2a	\$543,000
FY26	P2b	\$232,000
FY27	P4	\$3,100,000

2024-2027 STIP Funding by Source		
Fund Source Total		\$3,875,000
FY	Fund Source	Programmed
FY25	Transportation Alternatives Program: Population 5-49,999K	\$488,700
FY25	Local Match (Community-Driven Projects)	\$54,300
FY26	Surface Transportation Block Grant: FLEX	\$208,800
FY26	Local Match (Community-Driven Projects)	\$23,200
FY27	Carbon Reduction Program FLEX	\$2,341,450
FY27	Surface Transportation Block Grant: FLEX	\$448,550
FY27	Local Match (Community-Driven Projects)	\$310,000

Additional Project Details									
STIP ID #	IRIS Code	Total Project Cost by Stage	Obligated Prior to FY25	FY25-27 Planned Obligation w/o ACC	Post FY27 Planned Obligations	Start	Finish	AC Balance Prior to FY25	Post FY27 ACC
34426-Single Project	34426 New TAP	\$3,875,000	\$0	\$3,875,000	\$0			\$0	\$0

**Memorandum of Agreement  
Between the [City of Homer]  
& the Alaska Department of Transportation & Public Facilities  
For Homer All-Ages and Abilities Pedestrian Pathway (HAAP)  
(AKDOT&PF Project #XXXX)**

**I. INTRODUCTION**

The Alaska Department of Transportation and Public Facilities (hereafter DOT&PF) and the City of Homer, mutually agree to the terms and conditions of this Memorandum of Agreement (MOA) for the Homer All-Ages and Abilities Pedestrian Pathway, (“Project”). Alaska Statute 44.42.020 authorizes DOT&PF to cooperate, coordinate, and enter into agreements with the federal government and local government agency to plan, design, and construct transportation facilities. Subsequently, the Project was included in the 2024-2027 DOT&PF Statewide Transportation Improvement Plan (STIP Need ID 34426).

This MOA is being executed to facilitate the planning, design and construction of said Project. Federal Highway Administration (FHWA) funding will participate in the Project. Pursuant to the requirements of 17 AAC 05.175(l), the City of Homer, (“City”/ “Borough” etc) has by resolution or ordinance authorized the execution of this agreement (Attachment B) promising that the City of Homer will perform specific actions related to the Project.

**II. PROJECT SCOPE:**

The Project will plan, design, and construct 5-foot wide asphalt sidewalk (approximately 4,950 feet) and provides crosswalk improvements in the locations listed below. Work includes addition of concrete curbs and gutter to support the sidewalk along the existing street with ADA-compliant curb ramps at pedestrian crossings and upgrades to pedestrian crosswalks for pedestrian safety. Some existing City-maintained storm drains will need renovating as well to properly direct storm water runoff.

- a) Main Street, between Pioneer Avenue and Bunnell Avenue (approximately 1,920 LF) – Sidewalk will be located on the west side of Main Street with crosswalk upgrades to

1 include Rectangular Rapid Flashing Beacons and high-visibility pavement markings  
2 where Main Street sidewalk intersects the Sterling Highway and Pioneer Avenue.

3 b) Bunnell Avenue, between Main Street and Beluga Place (approximately 680 LF) –  
4 Sidewalk will be located on the south side of Bunnell Avenue to connect with the Beluga  
5 Slough Trail System with a crosswalk on Bunnell Avenue at Beluga Place.

6 c) Sterling Highway at Hazel Avenue crosswalk to include Rectangular Rapid Flashing  
7 Beacons and high-visibility pavement markings.

8 d) Svedlund Street, between Pioneer Avenue and Fairview Avenue (approximately 1,060  
9 LF) – Sidewalk will be located on the west side of Svedlund Street with high-visibility  
10 pedestrian crosswalk enhancements on Pioneer Avenue at Svedlund Street.

11 (E) Herndon Drive and Lee Drive (approximately 1,290 LF) – Sidewalk will be located  
12 on the north side of these local streets to connect Svedlund Street to existing on Main  
13 Street.

14 The Project will use Federal Highway Administration (FHWA) funds for planning, design,  
15 and construction. The federal-aid highway funds allocated to the State requires a local match. The  
16 local match must consist of local funding only, as other federal funds are not eligible for use as  
17 match. Neither FHWA nor match funds shall be used for activities determined ineligible for federal  
18 funding.

19 Both City of Homer and DOT&PF (“the Parties”) will review and approve Project budgets.  
20 The Project budgets are estimates only, and the Parties recognize and acknowledge that actual  
21 costs may exceed the original estimated budgets.

### 22 23 **III. PLANNING, DESIGN, CONSTRUCTION**

24  
25 a) Within the limits of the approved funding, the DOT&PF shall fund, plan, design, and  
26 construct the Project as per current State and Federal standards in the Alaska  
27 Preconstruction Manual. It will provide all labor, material, and equipment necessary to  
28 construct the Project according to the provisions in the Project documents and plans.

29  
30 b) Project phases categorized as Design (Preliminary Engineering) Phase 2, Right-of-  
31 Way- Phase 3, Construction Phase 4 and Utilities Phase 7. Each phase must receive

1 authority to processed (ATP) from the FHWA and the City of Homer before work  
2 may proceed.

- 3 c) The City of Homer shall be provided with an opportunity to participate in all phases  
4 of development, including status meetings and design reviews. The City of Homer  
5 and the DOT&PF will work together to resolve needs for funding or scope  
6 adjustments. In the event of disagreement relating to issues impacting project  
7 delivery, both agencies agree to make every effort to be partners through the project  
8 and to resolve disagreements at the lowest level possible. In the event of  
9 disagreement, elevation process will be as follows:

10 Level 1: DOT&PF Project Manager and City of Homer Project Manager.

11 Level 2: DOT&PF Preconstruction Engineer and City of Homer Public Works  
12 Director.

13 Level 3: DOT&PF Regional Director and City of Homer City Manager.

14 Upon completion and final closeout of the Project, if the final cost is less than the  
15 programmed amount, the City of Homer contribution will be recalculated and any excess  
16 City of Homer contribution will be refunded to the City of Homer.

17 d) DOT&PF's Responsibilities

- 18 i. Ensure that the FHWA funds used for the Project are expended in accordance with  
19 Federal and State laws and regulations.
- 20 ii. Provide the City of Homer with a workplan with deliverables and milestones for each  
21 phase of the project, and
- 22 a. In Phase 2 provide updated designs and cost estimates at 35%, 65% and 95%  
23 design stages.
- 24 iii. Plan, design, and construct the Project.
- 25 iv. Acquire all necessary rights of way
- 26 v. Acquire all permits necessary for the Project.
- 27 vi. Include the Project in the STIP and update STIP as necessary.

- vii. Include the Project in the State capital budgeting process, contingent on the City of Homer fulfilling its funding obligations contained herein, and obtain Legislative Authority to spend the funding.
- viii. Obtain NEPA documentation as needed and keep an interested parties list along with a public involvement summary.
- ix. Develop Requests for Proposals (“RFPs”) needed to solicit professional services for Project development. The written State of Services and Price Estimate shall be submitted to the City of Homer for comment prior to advertising.
- x. Schedule and invite a City of Homer representative to participate in all proposal evaluation committees with advance notice.
- xi. Design engineering and environmental services and construction management will be completed by DOT&PF personnel.
- xii. Execute and manage any professional services agreements as necessary.
- xiii. Charge staff time and expenses to the Project.
- xiv. Include the City of Homer in all review assembly distributions.
- xv. Deduct the appropriate rate of ICAP to the Project to cover DOT&PF indirect expenses. The current ICAP rate for a FHWA project is 5.17% of the total Project cost.
- xvi. DOT&PF will share cost estimates at milestone reviews and at construction. DOT&PF will update the City of Homer on significant cost changes during construction.

e) City of Homer’s Responsibilities

- i. Establish a primary and secondary point-of-contact with sufficient authority and responsibility to communicate to DOT&PF all decisions or notifications required by this agreement.
- ii. Participate with DOT&PF on all decisions required by this agreement.
- iii. Participate with DOT&PF during the Substantial Completion inspection to ensure the Project is built in substantial conformance with the approved contract documents.

**IV. CITY OF HOMER MAINTENANCE AND OPERATIONS**

1           a)     The City of Homer at its sole cost and expense agrees to maintain and operate the  
2 Project Consistent with 23 CFR § 1.27 and the DOT&PF's 2014 Alaska Highway Maintenance  
3 and Operations Handbook, commencing upon Substantial Completion of the Project and until the  
4 next DOT&PF capital improvement of the Project.

5           i.     "Substantial Completion" means formal Letter of Substantial Completion of  
6 issued by DOT&PF Construction Division. This letter is issued at the time at  
7 which the Project or a portion of the Project (a) can be safely and effectively used  
8 by the public without further delays, disruption, or other impediments, and (b)  
9 pavement structure, shoulder, drainage, sidewalk, pathway, permanent signing  
10 and marking, guardrail and other traffic barrier safety appurtenances, utilities,  
11 and lighting work is complete.

12          ii.    DOT&PF remains responsible for the corridor.

13          iii.   The City of Homer may choose to designate the Project maintenance priority at  
14 a higher or lower priority level than DOT&PF's maintenance priority, while the  
15 City of Homer is responsible for Project maintenance, including winter  
16 maintenance.

17          b)     The City of Homer may enter contract with third parties to accomplish these  
18 responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the  
19 discretion of the City of Homer.

20          c)     Sole remedy for the City of Homer's failure to meet its maintenance obligation. In  
21 the event DOT&PF and/or FHWA give notice that the City of Homer is failing to properly maintain  
22 the Project improvements, the City of Homer will correct the identified deficiencies within 60 days  
23 of the date of that notice. Failure by the City of Homer to do so will result in DOT&PF suspending  
24 all future federally-funded improvements to roads controlled by the City of Homer until: (1) all  
25 maintenance deficiencies are corrected by the City of Homer: and (2) the City of Homer brings  
26 current all past-due payments, and/or reimburse DOT&PF for costs it incurred (if any) in  
27 correcting the deficiencies to the satisfaction of FHWA. The parties agree that such suspension is  
28 DOT&PF's sole remedy for the City of Homer's failure to meet its maintenance obligations



1 d) The City of Homer shall perform its maintenance and operation obligations under  
2 this Agreement at its sole cost and expense without reimbursement from the other party.

3  
4  
5 **VI. MATCH OBLIGATIONS**  
6

- 7 a) The City of Homer's sole financial participation in the planning, design, and construction  
8 of the Project is the Local Match contribution as stated in the nomination package and as  
9 formalized in this Agreement.
- 10 b) The Memorandum of Agreement is for the Design Phases P2a and P2b as documented in  
11 the STIP. The City of Homer's local match amount for the P2a will be \$54,300 and P2b  
12 will be \$23,200. This Memorandum of Agreement will be amended as the project advances  
13 to later phases of development (ex. construction).
- 14 c) The City of Homer agrees to provide the minimum federal-aid match commitment of 9.03%  
15 and a supplemental contribution of 1.0% more than the minimum required federal-aid  
16 match commitment, which will provide a total Local Match contribution not less than  
17 10.03% of the DOT&PF's engineer's estimate or \$3,875,000, whichever is greater.
- 18 d) Prior to initiation of each phase of the Project, and as condition precedent to the obligation  
19 of Federal-aid highway funding the City of Homer must transfer the Local Match funding  
20 for the estimated cost of that phase.
- 21 e) The City of Homer's funding responsibility includes 50% contingency for the pre-  
22 construction phases (Design, Environmental, and Right-of-Way) and 15% contingency for  
23 construction phases (Utilities and Construction). Current Project total estimate and Local  
24 Match responsibilities, including contingency, are included in "Attachment C". If cost  
25 estimates change "Attachment C" shall be updated. Local match percentage is expected to  
26 remain the same unless a match waiver is approved by the DOT&PF Commissioner.
- 27 f) The City of Homer is aware that any Project cost increase between the date of the TAP  
28 Award and programming of the Project for design and construction that impact the overall  
29 amount of match required shall be added into the total Local Match contribution obligation,  
30 within the limits described above in paragraph 4(b).

- 1 g) DOT&PF agree to track costs associated with the Project for the preliminary engineering,  
2 right-of-way, and construction phases so the total Local Match contribution obligation is  
3 verifiable.
- 4 h) TAP Projects (Construction Phase) will be removed from the final STIP if Local Match  
5 contribution commitments in their entirety for active phases are not received by the  
6 DOT&PF and will remain un-programmed until receipt of funds.
- 7 i) The City of Homer shall provide funding at the match rate to cover the costs of all Project  
8 related litigation, including legal fees and costs, including challenges to Federal permits or  
9 decisions, condemnation or right-of-way matters, procurement claims, and constructions  
10 claims. The City of Homer shall assist the DOT&PF as necessary during the Project related  
11 administrative or civil proceedings and shall have the right to actively participate in the  
12 control of the litigation, including participating in strategy and settlement discussions, if it  
13 elects to do so.

## 14 15 **VI. LACK OF FUDNING**

- 16  
17 a. Any withdrawal or inability of the City of Homer to provide the minimum Local Match  
18 Contribution shall result in the project not advancing.

## 19 20 **VII. TITLE TRANSFER**

- 21 a. There will not be title transfer of any portions of this project.

## 22 23 **VIII. INCORPORATION CLAUSE**

24  
25 The City of Homer shall comply with all applicable Federal and State laws, regulations,  
26 executive orders, stewardship agreements, and applicable DOT&PF manuals and guidelines,  
27 including those provisions that would apply to the DOT&PF if the DOT&PF were to perform  
28 those tasks to be performed under this MOA by the City of Homer. This obligation is in addition  
29 to compliance with any law, regulation, or executive order specifically referenced in this MOA.

30 This obligation includes, but is not limited to, compliance with Federal and State uniform  
31 relocation assistance and real property acquisition policies; compliance with provisions of the

1 Federal-Aid Policy Guide (“FAPG”); and compliance with the requirements of Title 23 of the  
2 United States Code and related implementing regulations, as set forth in the Code of Federal  
3 Regulations.

#### 4 5 **IX. INDEMNIFICATION**

- 6  
7 a) To the maximum extent allowed by the law, The City of Homer shall indemnify,  
8 defend, and hold DOT&PF, its officers, employees, and agents (collectively the  
9 “Indemnified Parties”) harmless from all liability, claims, cause of action, and costs  
10 (including attorney’s fees) arising out of the City of Homer’s maintenance and  
11 operation obligations under this agreement.
- 12 b) To the maximum extent allowed by the law, the DOT&PF shall indemnify, defend,  
13 and hold the City of Homer, its officers, employees, and agents (collectively the  
14 “Indemnified Parties”) harmless from all liability, claims, causes of action, and costs  
15 (including attorney’s fees) arising out of its planning, design, and construction  
16 obligations under this Agreement.

#### 17 18 19 **X. EACH PARTY IS AN INDEPENDENT CONTRACTOR**

20  
21 For the purposes of this Agreement and all services to be provided hereunder, each party  
22 shall be, and shall be deemed to be, an independent contractor and not a partner, agent, or employee  
23 of the other party. Neither party shall have authority to make any statements, representations, or  
24 commitments of any kind, or take any action, which shall be binding on the other party, except as  
25 may be explicitly provided for herein or authorized by the other party in writing.

#### 26 **XI. CANCELLATION REMEDIES**

- 27 a) If the City of Homer is the primary cause of the cancellation of any professional services,  
28 consultant or construction contracts entered into by the DOT&PF, the City of Homer shall  
29 be responsible for those costs not accepted for reimbursement by the FHWA, amounts the  
30 FHWA expects to be reimbursed for, and any other costs or expenses incurred by the City

1 of Homer or the DOT&PF in the Project to the date of cancellation or related to finalizing  
2 cancellation and Project termination.

3 b) If the DOT&PF is the primary cause of the cancellation, the DOT&PF shall bear those  
4 costs not accepted for reimbursement by the FHWA, amounts the FHWA expects to be  
5 reimbursed for, and any other costs or expenses incurred by the City of Homer or the  
6 DOT&PF in the Project to the date of cancellation or related to finalizing cancellation and  
7 Project termination.

8 c) If it is determined that the cancellation was caused by third parties or circumstances beyond  
9 the control of the DOT&PF or the City of Homer, the parties shall meet in good faith to  
10 negotiate a fair and equitable allocation of responsibility for those costs not accepted for  
11 reimbursement by the FHWA, amounts the FHWA expects to be reimbursed for, and any  
12 other costs or expenses incurred by the City of Homer or the DOT&PF in the Project to the  
13 date of cancellation or related to finalizing cancellation and Project termination. The  
14 foregoing remedies are in addition to any other remedies referenced in this MOA, and do  
15 not bar or limit the parties from resorting to any other remedy available at law or equity.

## 16 **XII. MISCELLANEOUS PROVISIONS**

### 17 **a) Amendment or modification of Agreement:**

18 This MOA may only be modified or amended by written agreement signed by authorized  
19 representatives for both Parties.  
20

### 21 **b) The Whole Agreement:**

22 This MOA constitutes the entire agreement between the Parties. There are no other  
23 understandings or agreements between the Parties, either oral or memorialized in writing regarding  
24 the matters addressed in this MOA. This MOA may not be amended by the Parties unless an  
25 amendment is agreed to in writing, with both Parties signing through their authorized  
26 representatives.  
27

### 28 **c) Assignment:**

29 Without the written consent of the DOT&PF, this MOA is not assignable by the City of  
30 Homer either in whole or in part.

1       **d) Third Parties and Responsibilities for Claims:**

2           Nothing in this MOA shall be construed as conferring any legal rights, privileges, or  
3 immunities, or imposing any legal duties or obligations, on any person or persons other than the  
4 Parties named in this MOA, whether such rights, privileges, immunities, duties or obligations be  
5 regarded as contractual, equitable, or beneficial in nature as to such other person or persons.  
6 Nothing in this MOA shall be construed as creating any legal relations between the DOT&PF and  
7 any person performing services or supplying any equipment, materials, goods, or supplies for the  
8 Project.

9       **e) Duty of Cooperation:**

10          The City of Homer agrees to provide reasonable access to the Project and to relevant Project  
11 records, to any authorized representatives of the DOT&PF or U.S. Government. The parties agree  
12 to cooperate in good faith with inquiries and requests for information relating to the Project or its  
13 obligations under this agreement.

14       **f) Necessary Approvals:**

15          In the event that any election, referendum, ordinance, approval, permit, notice, or other  
16 proceeding or authorization is requisite under applicable law to enable the City of Homer to enter  
17 into this MOA or to undertake the Project, or to observe, assume or carry out any of the provisions  
18 of the MOA, the City of Homer will initiate and consummate, as provided by law, all actions  
19 necessary with respect to any such matters so requisite.

20       **g) Joint Drafting:**

21          This MOA has been jointly drafted by the Parties, and each party has had the ability and  
22 opportunity to consult with its legal counsel prior to signature. The MOA shall not be construed  
23 for or against either party.

24       **h) Third Party Beneficiary Status:**

25          The City of Homer is not an intended beneficiary of any contracts between the DOT&PF  
26 and any contractors, subcontractors or consultants or any other third parties, and has no contractual  
27 rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

28  
29       **XIV. CONTACTS**

1 The DOTPF's contact is [person] ([person@alaska.gov](mailto:person@alaska.gov)); XXX-XXXX), [position] for the  
2 [DOT&PF Region], or as may be re-designated in writing from time to time.

3 The City of Homer's primary contact is [person] (person@ ; XXX-XXXX), [position]; the  
4 City of Homer's secondary contact is [person] (person@ ; XXX-XXXX), [position] or as may be  
5 re-designated in writing from time to time.

6  
7 The undersigned agree to the terms of this Memorandum of Agreement:

8  
9 STATE OF ALASKA,  
10 DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

11  
12 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
13 [Person]  
14 Regional Director, \_\_\_\_\_ Region

15  
16  
17 SUBSCRIBED AND SWORN TO OR AFFIRMED before me by [person], who is Regional  
18 Director for the \_\_\_\_\_ Region of the Alaska Department of Transportation & Public  
19 Facilities, an agency established under Alaska law, on this \_\_\_\_\_ day of \_\_\_\_\_,  
20 20\_\_\_\_.

21  
22  
23 \_\_\_\_\_  
24 Notary Public, State of Alaska  
25 My commission expires: \_\_\_\_\_

26  
27 [City Of Homer]

28  
29 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
30 [person]  
31 City Manager, City of Homer

32  
33 SUBSCRIBED AND SWORN TO OR AFFIRMED before me by [person], who is City Manager  
34 of the City of Homer, a [xxxxxxx] established under Alaska law, on this \_\_\_\_\_ day of  
35 \_\_\_\_\_, 20\_\_\_\_.

36  
37  
38 \_\_\_\_\_  
39 Notary Public, State of Alaska  
40 My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT OF AUTHORIZATION BY THE City of Homer ASSEMBLY

By adoption of City of Homer Resolution Serial No. XXXX, adopted on [month day, year], the City of Homer Assembly authorized execution of this agreement and committed to providing match funds for this project to the extent permitted by the City of Homer charter, and acknowledged the City of Homer's promise to perform specific actions related to the Project.

Dated: \_\_\_\_\_

## Clerk, City of Homer

Content Approved by: \_\_\_\_\_, City of Homer, Public Works Director

Form Approved by: \_\_\_\_\_, City of Homer, Law Department

Risk Management Review: \_\_\_\_\_, City of Homer, Risk Management

- 1 Attachment B – Resolution
- 2

DRAFT



**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 23-013**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA IN  
SUPPORT OF THE CITY OF HOMER'S APPLICATION TO THE STATE  
OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC  
FACILITIES (AKDOT&PF) TRANSPORTATION ALTERNATIVES  
PROGRAM (TAP) FOR THE HOMER ALL AGES AND ABILITIES  
PEDESTRIAN PATH (HAPP) AND COMMITTING LOCAL MATCH  
FUNDS.

WHEREAS, The City of Homer strives to provide and improve city-operated facilities and  
services to meet the needs of the community; and

WHEREAS, Critical sidewalk facilities in Homer's central residential and business  
district are disconnected and missing key sections, which creates an accessibility barrier and  
safety hazards for both motorists and pedestrians where sidewalks end and pedestrian use of  
roadways is necessary; and

WHEREAS, HAPP fills gaps in Homer's non-motorized pathways to address these safety  
issues and provide equitable, safe and low-stress pedestrian facilities for all citizens; and

WHEREAS, Improving Homer's non-motorized transportation network is one of Homer  
City Council's high priority projects, a priority shared by the community as evidenced by public  
comment at City Council meetings and at many community non-motorized transportation  
planning events; and

WHEREAS, HAPP is included in the City of Homer's Capital Improvement Plan; and

WHEREAS, AK DOT&PF is making design and construction funding for sidewalks  
available through the 2023-2025 TAP competitive grant program; and

WHEREAS, The City of Homer is participating as an eligible project sponsor in the  
ADOT&PF TAP; and

WHEREAS, The City of Homer submitted a Notice of Intent to Apply to TAP in support  
of the HAPP project; and

WHEREAS, After reviewing the Notice of Intent to Apply, the AK DOT&PF invited the City  
of Homer to submit a full TAP application for the HAPP project; and

WHEREAS, The City of Homer acknowledges availability of the required match of no less than 9.03%; and

WHEREAS, The City of Homer is amenable to accepting maintenance responsibility for HAPP's sidewalk on the State-owned section of Main Street; and

WHEREAS, The TAP application requires a Resolution of support and commitment to matching funds from the governing body.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council supports the HAPP project.

BE IT FURTHER RESOLVED that the Homer City Council authorizes the City Manager to prepare and submit the 2023-2025 TAP grant application for the HAPP project.

BE IT FURTHER RESOLVED that the City Council expresses its commitment of no less than 9.03% local grant matching funds.

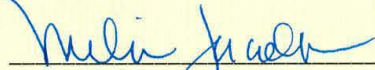
PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of February, 2023.

CITY OF HOMER



KEN CASTNER, MAYOR

ATTEST:



MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A



Attachment C  
Homer All-Ages Pedestrian Pathway  
[Date]

**Scope, Schedule Estimate**

**SCOPE:** The project constructs a 5-foot-wide asphalt sidewalk (approximately 4,950 feet) and provides crosswalk improvements in the locations listed below. Work includes addition of concrete curbs and gutter to support the sidewalk along the existing street with ADA-compliant curbs ramps at pedestrian crossings and upgrades to pedestrian crosswalks for pedestrian safety. Some existing City-maintained storm drains will need renovating as well to properly direct storm water runoff.

**STIP SCHEDULE:**

Phase	Phase Description	FFY25	FFY26	FFY27
2a	Design through Environmental	\$ 543,000	\$ 0.00	\$ 0,000
2b	Design through PS&E	\$ 0.00	\$ 232,000	\$ 0,000
3	Rights of Way	\$ 0.00	\$ 0.00	\$ 0,000
7	Utilities	\$ 0.00	\$ 0.00	\$ 0,000
4	Construction	\$ 0.00	\$ 0.00	\$ 3,100,000
	<b>SUBTOTALS</b>	\$ 0.00	\$ 0.00	\$ 0,000
			<b>TOTAL</b>	<b>\$3,875,000</b>

**ESTIMATE:**

Phase	Federal Funding	State Match ____%	Local Match ____%	Contingency %	Contingency Amount	Total Local Match
Design through Environmental	\$ 543,000	\$ 0.00	\$ 10.03	50%	\$ 0.00	\$ 0.00
Design through PS&E	\$ 232,000	\$ 0.00	\$ 10.03	50%	\$ 0.00	\$ 0.00
Utilities	\$ 0.00	\$ 0.00	\$ 0.00	15%	\$ 0.00	\$ 0.00
Rights of Way	\$ 0.00	\$ 0.00	\$ 0.00	50%	\$ 0.00	\$ 0.00
Construction	\$ 3,100,000	\$ 0.00	\$ 0.00	15%	\$ 0.00	\$ 0.00
<b>TOTALS:</b>	<b>\$ 3,875,000.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>

Total Local Match Required: \$0.00  
Local Match Paid to Date: \$0.00

Match to be paid by City of Homer: \$0.00

DOT&PF may alter this funding schedule for reasons that are beyond its control, including, but not limited to elimination or restriction of funds at the state and local level. City of Homer and the DOT&PF may amend this agreement by mutual consent.

PROJECT SCOPE, SCHEDULE, AND ESTIMATE APPROVED BY THE FOLLOWING PROJECT CONTACTS:

**ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Regional Planning Chief

**City of Homer**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Melissa Jacobsen, City Manager

**CITY OF HOMER  
HOMER, ALASKA**

Community Development  
Director

**RESOLUTION 25-069**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
ACKNOWLEDGING A MEMORANDUM OF AGREEMENT WITH THE  
ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC  
FACILITIES FOR THE DESIGN PHASE OF THE HOMER ALL AGES  
AND ABILITIES PATHWAY, AUTHORIZING THE CITY MANAGER TO  
NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS AND  
COMMITTING MATCH FUNDS FOR THE DESIGN PHASE.

WHEREAS, To enhance sidewalk connectivity in Homer's central residential and  
business district, the City of Homer applied for federal Transportation Alternatives Program  
(TAP) funds through the Alaska Department of Transportation and Public Facilities (DOT&PF)  
to design and construct the All Ages and Abilities Pathway (HAAP), as authorized by Resolution  
23-013; and

WHEREAS, In April 2024, DOT&PF announced that the HAAP project had been awarded  
\$3,486,787 in Federal TAP funds with a required City of Homer match of 10.03% or \$388,713 for  
a total project cost of \$3,875,500; and

WHEREAS, Implementation of the HAAP project is proposed to advance in three phases,  
beginning with the design and permitting phase followed by a utility relocation phase and a  
construction phase, with each phase to be governed by a separate Memorandum of Agreement  
(MOA) between DOT&PF and the City of Homer defining project scope and cost before  
progressing; and

WHEREAS, Homer City Council will authorize the MOA for each subsequent phase of the  
HAAP project; and

WHEREAS, The City of Homer and DOT&PF have been working together to draft a MOA  
that defines the scope and responsibilities for the design phase of the HAAP project; and

WHEREAS, Obligation of Federal TAP funds to initiate work on each phase also requires  
that the City of Homer remain committed to local match funding for the estimated cost of that  
phase; and

WHEREAS, The HAAP design phase estimate of \$543,000 requires a local match of  
\$54,300; and

WHEREAS, The City of Homer is presently completing the design of the Svedlund Street sidewalk facility within the scope of the HAAP project with an approved budget of \$75,000 (ORD 23-23(A-3)); and

WHEREAS, The City of Homer has requested that DOT&PF credit the Svedlund Street sidewalk design cost as a work-in-kind donation towards the local match requirement; and

WHEREAS, The City of Homer acknowledges the availability of the local matching funds required, if any, for the design phase once the work-in-kind negotiation is finalized and the total match obligation is determined.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby acknowledges a Memorandum of Agreement with the Alaska Department of Transportation and Public Facilities for the design phase of the Homer All Ages and Abilities Pathway under the Transportation Alternative Program.

BE IT FURTHER RESOLVED that the City Council of Homer, Alaska authorizes the City Manager to negotiate and execute the appropriate Memorandum of Agreement document.

BE IT FURTHER RESOLVED that the City Council of Homer, Alaska is committed to its local match for the design phase once negotiations are complete.

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

CITY OF HOMER

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RACHEL LORD, MAYOR

ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

Fiscal Note: Refer to Memorandum CC-25-193

**CITY OF HOMER  
HOMER, ALASKA**

Davis

**RESOLUTION 25-070**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
DIRECTING THE PLANNING COMMISSION TO REVIEW AND  
RECOMMEND AMENDMENTS TO THE HOMER CITY CODE TO  
ALLOW TEMPORARY STRUCTURES FOR RETAIL PURPOSES ON  
VACANT LOTS IN THE CENTRAL BUSINESS DISTRICT.

WHEREAS, The City of Homer seeks to foster a vibrant and economically thriving Central Business District (CBD) that supports local businesses and enhances the quality of life for residents and visitors; and

WHEREAS, Encouraging retail activity in the CBD can increase business opportunities, generate additional tax revenues for the City, support essential public services and infrastructure; and

WHEREAS, Vacant lots in the CBD, which can remain undeveloped due to the high costs and complexities of constructing permanent commercial developments with full water and sewer connections, create gaps in the urban fabric that detract from the walkability and aesthetic appeal of downtown Homer; and

WHEREAS, Allowing temporary, unplumbed structures for retail purposes on vacant lots could activate these spaces, creating a more continuous and engaging downtown experience, while providing opportunities for small businesses and entrepreneurs; and

WHEREAS, The current Homer City Code, particularly HCC 21.18, does not explicitly permit temporary, unplumbed structures for retail use on vacant lots in the CBD, potentially limiting economic development opportunities; and

WHEREAS, Revising Homer City Code to allow such structures could balance the need for economic vitality with the City's commitment to maintaining a cohesive and attractive downtown; and

WHEREAS, The Planning Commission is responsible for reviewing and recommending amendments to Homer City Code related to zoning and land use to ensure alignment with the City's goals and community needs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, requests that the Planning Commission undertake the following actions:

1. Review Homer City Code Chapter 21.18, particularly sections related to permitted and conditional uses in the Central Business District (HCC 21.18.020 and 21.18.030), to identify provisions that may prohibit or restrict the use of temporary, unplumbed structures on vacant lots for retail purposes.

2. Develop amendments to HCC 21.18 that would, if adopted, explicitly allow temporary, unplumbed structures for retail use on vacant lots in the Central Business District.

3. Present recommendations to the City Council by January 31, 2026, for further consideration and potential adoption.

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

CITY OF HOMER

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

ATTEST:

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

Fiscal Note: NA



**CITY OF HOMER  
HOMER, ALASKA**

Mayor/City Council

**RESOLUTION 25-071**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
URGING THE ALASKA DEPARTMENT OF TRANSPORTATION AND  
PUBLIC FACILITIES TO PRIORITIZE SAFETY IMPROVEMENTS AND  
ENGAGE IN STRONG LOCAL COLLABORATION DURING THE  
UPCOMING STERLING HIGHWAY MP: 169-175 PAVEMENT  
PRESERVATION PROJECT.

WHEREAS, The Alaska Department of Transportation and Public Facilities (AKDOT&PF) owns and maintains the primary transportation corridors running through the City of Homer, including but not limited to: the Sterling Highway, Pioneer Avenue, East and West Hill Roads and East End Road; and

WHEREAS, The planned Sterling Highway MP: 169-175 Pavement Preservation Project, which is the main travel corridor through the City's core, offers a critical opportunity to implement safety improvements in areas of high traffic volume, business density, pedestrian activity, residential growth; and

WHEREAS, Roadway safety - including visibility, turning movements, drainage, bicycle and pedestrian crossings and access - is a long standing concern of resident, businesses and visitors to the City of Homer; and

WHEREAS, The City of Homer recognizes the importance of working in close partnership with AKDOT&PF to ensure that transportation infrastructure reflects both local priorities and statewide safety goals; and

WHEREAS, Public engagement and transparent planning are essential to ensure that transportation projects serve the full community, funds are well spent, and that local knowledge and data are integrated into State-led decision making; and

WHEREAS, The City of Homer's transportation infrastructure must keep pace with growth and development, increases and changes in traffic patterns and land use to reduce risks and improve safety for all users; and

WHEREAS, The City of Homer with strong community engagement, has identified specific intersections and roadway segments with documented or perceived safety concerns that warrant further consideration for implementation during this project.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council respectfully requests that the Alaska Department of Transportation and Public Facilities evaluate and, where feasible, implement safety improvements as part of the upcoming resurfacing project. The City of Homer specifically urges that the following areas be prioritized for review and coordinated planning:

1. Kenai Peninsula Borough (KPB) Transfer Facility Entrance – Improve visibility and address safety hazards associated with the curve and turning movements; coordinate directly with KPB staff for review and input.
2. Baycrest Area Drainage near Mount Augustine Drive – Address standing water and runoff concerns; the City has substantial documentation and offers to re-submit existing data and analysis to AKDOT&PF.
3. Soundview Avenue and Sterling Highway Intersection – Evaluate safety of turning movements, particularly related to adjacent schools and the recently approved 25 home residential development south of the highway.
4. Ocean Drive Loop, Ocean Drive and Lake Street Intersection (End of Bike Path) – Address pedestrian and cyclist crossing safety and potential enhancements at this key multimodal junction.
5. Ocean Drive – Consider a turning lane or other safety improvements that take into account the heavy commercial and non-motorized activity along this stretch of highway.
6. FAA Drive and Sterling Highway Intersection – Evaluate turning movement safety and access concerns at this high-use intersection.
7. Kachemak Drive and Sterling Highway Intersection – Consider safety upgrades in light of the newly permitted hotel development on the west side of the intersection.
8. Collaborate with the City to replace roadway signage in accordance, budget allowing, with the City’s adopted Wayfinding and Streetscape Plan.

BE IT FURTHER RESOLVED that the City of Homer stands ready to support public outreach, data sharing and cross agency coordination to ensure success of this important project, and urges early and ongoing collaboration with City staff, residents and other stakeholders throughout the project design and implementation phases.

PASSED AND ADOPTED by the Homer City Council this 28<sup>th</sup> day of July, 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: NA



# Homer Title 21 Update

## Progress Report to City Council

*Prepared July 22, 2025*

*View related materials at [HomerT21CodeUpdate.com](https://HomerT21CodeUpdate.com)*

## Accomplishments to Date

### Featured in April 2025 Progress Report

- **November 2025:** Initial Introduction to City Council
- **February 2025:** Staff Listening Session
- **March 2025:** Planning Commission Kickoff Meeting
- **April 2025:** Summary Background
- **April 2025:** Code Audit
- **April 2025:** Website Launch

### Featured in June 2025 Progress Report

- **April 2025:** Planning Commission Work Session (April 16<sup>th</sup>). Presented key findings from the Summary Background and Code Audit, and related topics.
- **April 2025:** Stakeholder Dialogues. Convened three dialogues to talk with Homer-area professionals that use/engage with the code (Title 21). This included builders/developers, business owners, and realtors.
- **April 2025:** Community Site Tour. Led by City staff, toured Homer by vehicle to visit example areas where zoning policies resulted in positive outcomes, and areas of concern/tension.
- **April 2025:** City Council Interviews. Conducted five in-person interviews with Council members.
- **May 2025:** Planning Commission Work Session (May 21<sup>st</sup>). Shared an overview of April stakeholder engagement activities and guided a discussion around specific sections of the code.

### Recently Completed Activities (since last Progress Report)

- **June 5<sup>th</sup>: Additional Stakeholder Dialogue.** An additional stakeholder dialogue was held June 5<sup>th</sup> with representatives from Guiding Growth and Mobilizing for Action through Planning and Partnerships (MAPP).
- **June 18<sup>th</sup>: Planning Commission Meeting.** The project team attended and facilitated a conversation with the Planning Commission on Conditional Use Permits (CUPs), Land Uses, Housing Types, Zoning Districts.
- **June 2025: Proposed Code Type and Structure.** The project team prepared preliminary recommendations regarding how to structure the updated code. This included a current and proposed table of contents along with a companion report describing the changes and why.
- **July 15<sup>th</sup> – 16<sup>th</sup>: Additional Stakeholder Interviews.** The project team conducted additional interviews to fill in gaps/missing perspectives from groups that work most closely with the zoning code.
- **July 16<sup>th</sup>: Planning Commission Meeting.** The project team attended and facilitated a conversation with the Planning Commission focused on use standards, sign code, and administrative flexibility.

## Upcoming Activities

- **August: Port and Harbor Advisory Commission.** The project team will present and gather input from the commission at their August 27<sup>th</sup> meeting. This presentation was rescheduled after the June meeting was cancelled due to a lack of quorum.
- **August – October:** Revised code drafting.
- **September:** Planning Commission review of revised draft code.
- **October: Community Open House.** This event is slated for Wednesday, October 22<sup>nd</sup>, to coincide with release of the Public Review Draft of the updated code.

## Project Schedule



## Roles of the Planning Commission and City Council

### Planning Commission

**The Planning Commission is the advisory body for the Title 21 Update process.**

Roles:

- Share guidance, feedback, and local knowledge during the code drafting process.
- Provide feedback on draft materials, including the draft code.
- Make a recommendation to the City Council regarding adoption the Title 21 Update.

### City Council Engagement

- The project team will share periodic updates with the City Council, often via the City Manager's reports.
- City Council members are invited to stay informed about the process by attending Planning Commission meetings, reading project documents, participating in community activities, and reviewing the public review draft of the revised code.
- The City Council will be responsible for the adoption of the Title 21 Update.



# MEMORANDUM

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## **Parks, Art Recreation & Culture Advisory Commission Recommendation for Proposed Location of a New Community Recreation Center –Town Center Lots**

**Item Type:** Informational Memo  
**Prepared For:** Mayor Lord and Homer City Council  
**Meeting Date:** June 25, 2025  
**From:** Parks, Art, Recreation & Culture Advisory Commission

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### **Background**

The City Council requested the Parks, Art, Recreation, and Culture Advisory Commission (PARCAC) to review a potential location for a new Community Recreation Facility on a City owned lot south of Pioneer Avenue. PARCAC discussed the location at their May 15th and June 19th meetings. The Commission was asked to consider three questions:

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

### **Response**

PARCAC unanimously supports the Town Center location for a recreation center. However, the Commission did have additional questions regarding access, parking and wetlands.

### **Comments**

- The site is centrally located that is primary criteria for identifying an ideal location especially for walking, biking and local youth accessing after school.
- This location, already owned by the City of Homer, therefore reducing the cost of the overall project, with not having to purchase additional land, presenting a savings of \$700,000 to \$1 million dollars.
- The location will help spur economic development and connectivity between Pioneer Ave and the Sterling Highway with additional foot traffic and parking opportunities especially for the businesses on Pioneer Ave.

- The site is large enough to plan for additional expansion of other indoor and outdoor recreational opportunities if the need were to arise in the future.
- The development of the site would address utility infrastructure for the overall town center properties that could encourage complimentary and collaborative development by the privately owned lots.
- The Commission would like to see additional access to the lot from Main Street and/or the privately owned lots if possible in addition to the Pioneer Avenue access point.

**Action**

Informational only.

**Attachments**

Minutes for May 15, 2025 and June 19, 2025 regular meetings

## **CALL TO ORDER**

Session 25-02, a Regular Meeting of the Parks, Art, Recreation and Culture Advisory Commission was called to order by Chair Lewis at 5:30 p.m. on May 15, 2025 in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

**PRESENT:** COMMISSIONERS ARCHIBALD, LEWIS, HARRALD, KEISER, PARSLEY & ROEDL

**STAFF:** RECREATION MANAGER ILLG, STUDENT REPRESENTATIVE OSTROM, LEAD PARKS TECHNICIAN FELICE, & DEPUTY CITY CLERK APPEL

## **AGENDA APPROVAL**

Chair Lewis introduced the topic.

ARCHIBALD/PARSLEY MOVED TO APPROVE THE AGENDA AS PRESENTED.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

## **PUBLIC COMMENTS ON MATTERS ALREADY ON THE AGENDA** (3-minute time limit)

Kevin Lahaie, city resident, expressed interested and a need for a more updated and safe skate park to be built at the new Recreation Center location.

## **VISITORS/PRESENTATIONS** (10-minute time limit)

## **RECONSIDERATION**

## **CONSENT AGENDA**

A. Unapproved Meeting Minutes – April 17<sup>th</sup> Regular Meeting

HARRALD/ROEDL MOVED TO ADOPT THE CONSENT AGENDA AS PRESENTED.

There was no discussion

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

## **STAFF & COUNCIL REPORT/COMMITTEE REPORTS** (5-minute time limit)

A. Parks Monthly Report

Chair Lewis introduced the item by reading of the title and deferred to Lead Parks Technician Felice, who provided the following summary:

- Electric is back on at the batting cages in Karen Hornaday
- Mobile restrooms at Jack Gist are installed and usable



- New ADA path installed at disc golf course
- Mowing
- Special Event Fees
- Serve the City

#### B. PARCAC Staff Report

Chair Lewis introduced the item by reading the title and deferred to Recreation Manager Illg. Mr. Illg recapped his report summarizing actions of City Council including a Resolution to support the interests of pedestrian safety, a resolution to amend the fee schedule, and a resolution for the City to establish a community recreation building non-endowment field of interest fund with the Homer Foundation.

#### C. Community Recreation Report

Chair Lewis introduced the item by reading of the title and deferred to Recreation Manager Illg, who provided a report on the following:

- Working on MOU with the School District
- Free drop-in youth soccer program for the summer
- Zumba Kids
- New youth basketball program
- Safe and Healthy Kids Fair
- Youth voucher program
- HERC Building Update

### PUBLIC HEARING

### PENDING BUSINESS

#### A. Policies and Procedures- Recreation

Chair Lewis introduced the item by reading the title and deferring to Community Recreation Manager Illg. Mr. Illg discussed the Youth Protection Policy, which was found lacking in detail and potentially requiring legal input. The Commission opened discussion within the entire Policies document with suggestions to add and remove certain sections.

### NEW BUSINESS

#### A. Discussion of Location for New Rec Center

Chair Lewis introduced the topic and deferred to Community Recreation Manager Illg. Mr. Illg explained the background history of the project and the directive from City Council for the Commission to comment on this preferred location. The Commission had questions including:

- How would someone enter the building- from what side
- The owner of the lot coming off main street, where the right of way would be
- Is the lot potentially be too small
- What would the potential square footage of the building be

- Could an adjoining lot be purchased by the City
- Do utilities currently exist
- Amount of parking available

The Commission decided to postpone the topic for the next meeting when more information could be provided.

B. Silhouettes for NOMAR Wall

Chair Lewis introduced the topic and deferred to Lead Parks Technician Felice. Mr. Felice explained the silhouettes, the artist, and what groups were sent letters to submit potential names to make the list of selections. The Commission agreed it would be most fair to put all the names into a bag and draw four names from the Adult bag and four names from the Youth bag, with two extras from each as alternates, in case the original four were not interested. The Commission drew names from the bags and asked Lead Parks Technician Felice to make the phone calls to notify the individuals.

**INFORMATIONAL MATERIALS**

- A. Annual Calendar 2025
- B. City Manager's Report  
April 28, 2025 City Council Meeting  
May 12, 2025 City Council Meeting

Chair Lewis noted the informational materials included in the packet. Commissioner Archibald volunteered to deliver the Commission's report at the next City Council meeting.

**COMMENTS OF THE AUDIENCE** (3-minute time limit)

Kevin Lahaie, city resident, expressed safety concerns about the current condition of the skate park, particularly the deteriorating metal ramps and blacktop.

Rae Krakowski, city resident, added to think of the skate park as a separate entity from the HERC building. She stated she feels the skate park is put on the back burner due to it's proximity to the HERC when it's unrelated.

**COMMENTS OF THE CITY STAFF**

Deputy City Clerk Appel thanked the Commission for the fun meeting and announced that the meeting in June would be her last meeting as the Clerk

Public Works Technician Felice thanked the Commission for the meeting.

Community Recreation Manager Illg thanked everyone for the meeting and encouraged the Commission to attend the Safe and Healthy Kids Fair.

**COMMENTS OF THE MAYOR/CITY COUNCIL**

**COMMENTS OF THE COMMISSION**

Student Representative Ostrom said it was a good meeting.

Commissioner Keiser said she would like to see the skate park on the agenda as a new business item. She also mentioned the transportation safety action plan and whether Public Works was successful in putting that together.

Commissioner Stephano thanked everyone for the awesome meeting as well as the art tour worksession.

Commissioner Archibald stated Chair Lewis makes a meeting fun. He commented that he felt like they accomplished something at this meeting.

Commissioner Harrauld suggested doing a park walk through of the skate park.

Commissioner Roedl said Commissioner Harrauld had said it all.

Commissioner Parsley thanked everyone for the great meeting and mentioned the Kachemak Bay Running Club had an amazing 5k race with about 150 people showing up.

Chair Lewis adjourned the meeting.

#### **ADJOURNMENT**

There being no further business to come before the Commission, Chair Lewis adjourned the meeting at 7:30 p.m. The next regular meeting is **Thursday, June 19, 2025 at 5:30 p.m.** All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

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Ashley Appel, Deputy City Clerk I

Approved: \_\_\_\_\_

## **CALL TO ORDER**

Session 25-02, a Regular Meeting of the Parks, Art, Recreation and Culture Advisory Commission was called to order by Chair Lewis at 5:30 p.m. on June 19, 2025 in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

**PRESENT:** COMMISSIONERS ARCHIBALD, LEWIS, KEISER, PARSLEY & ROEDL

**ABSENT:** COMMISSIONERS STEFANO, HARRALD

**STAFF:** RECREATION MANAGER ILLG, STUDENT REPRESENTATIVE OSTROM, & DEPUTY CITY CLERK APPEL

## **AGENDA APPROVAL**

Chair Lewis introduced the topic.

KEISER/ARCHIBALD MOVED TO APPROVE THE AGENDA AS PRESENTED.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

## **PUBLIC COMMENTS ON MATTERS ALREADY ON THE AGENDA** (3-minute time limit)

Jason Davis, city resident and City Council member, stated he was in attendance to listen to the discussion of the proposed location for the new Community Recreation Center.

## **VISITORS/PRESENTATIONS** (10-minute time limit)

A. City of Homer Port & Harbor- Bryan Hawkins

Port and Harbor Director, Bryan Hawkins, spoke to the Commission regarding possible CIP items to update and upgrade the campgrounds on the Spit.

## **RECONSIDERATION**

## **CONSENT AGENDA**

A. Unapproved Meeting Minutes – May 15<sup>th</sup> Regular Meeting

ROEDL/KEISER MOVED TO ADOPT THE CONSENT AGENDA AS PRESENTED.

There was no discussion

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

## **STAFF & COUNCIL REPORT/COMMITTEE REPORTS** (5-minute time limit)

A. Parks Monthly Report

Chair Lewis introduced the item by reading of the title. Report was provided in the packet.

B. PARCAC Staff Report

Chair Lewis introduced the item by reading the title and deferred to Recreation Manager Illg. Mr. Illg recapped his report summarizing actions of City Council including Memorandum 25-166 in regard to the trails at Karen Hornaday Park. He said the trails discussion would likely come to the Commission in the August or September meeting.

C. Community Recreation Report

Chair Lewis introduced the item by reading of the title and deferred to Recreation Manager Illg, who provided a report on the following:

- Haz-mat discovered at HERC
- Public Works working with the State to fix HERC findings
- MOU for school district will be presented at the next City Council meeting

**PUBLIC HEARING**

**PENDING BUSINESS**

A. Policies and Procedures- Recreation

Chair Lewis introduced the item by reading the title and deferring to Community Recreation Manager Illg. Mr. Illg discussed the updates to the Youth Protection Policy as well as the previously suggested changes to the Policies and Procedures document. The Commission suggested adding a signature line on the back of the finalized document for employees to sign once reviewed.

B. Location of New Community Recreation Center

Chair Lewis introduced the item by reading the title and deferring to Community Recreation Manager Illg. Mr. Illg provided background information surrounding the proposed location and insight into what other Advisory Bodies had commented on. Commission carried discussion including the following topics:

- Currently owned by the City of Homer
- Central location in town- checks box as asked by the public
- Size of lot to allow for future expansion
- Project has been on the City's CIP list for a long time as the #2 project
- Walkability/accessibility from the schools
- Proposed lot should have scored higher on the original matrix
- Hope to provide space for creative use/multipurpose
- Mindful of water running through property during development
- Cost of HEA property and if the size of that lot is even sufficient for the rec center needs

Shelly Erickson, City Council member, was invited to speak on the topic. She brought up points including:

- Property being large enough to expand for future development

- Center of town- accessibility
- Relatively easy to get utilities installed
- Potential to work with private developers in a public/private partnership
- The potential to have a space large enough to bring a year round market of tournaments to Homer-boosting the economy
- Homer Foundation has set up an account so the public can donate for all the hard assets of the building and equipment.

Jason Davis, City Council member, also commented on the rec center stating that he and Council Member Aderhold would be introducing a funding proposal related to a new sales tax as a funding mechanism to start accumulating money for a new building.

The Commission unanimously agreed for Staff to draft a memo and present it to City Council in support of the proposed location.

## **NEW BUSINESS**

### **A. CIP Process: Parks, Rec, & Camping Projects**

Chair Lewis introduced the topic and deferred to Community Recreation Manager Illg. Mr. Illg explained the CIP list and asked for the Commission to start thinking about projects they would like to have potentially added to the list. The Commission carried discussion on some ideas including the following:

- Ball fields at Jack Gist
- Bathrooms at Bishop's Beach
- Expansion of the shoulder on Kachemak Drive
- Expansion of the shoulders on both East and West Hill Roads
- Trail connecting East End Road and the Spit via Kachemak Drive
- Trails behind Karen Hornaday Park
- Skate park

### **B. Budget- Allocation of PARCAC Funds**

Chair Lewis introduced the topic and deferred to Recreation Manager Illg. Mr. Illg explained that the previous discussion for a city map wasn't feasible, but the Commission could move forward with a QR Code sign linked to a site managed by Bunnell Street Art Gallery. This QR code would provide information and locations of existing art in the City.

KEISER/ARCHIBALD MOVED TO APPROVE THE SPENDING OF THE COMMISSION'S ALLOCATED \$500 FOR A QR CODE SIGN PRODUCED BY BUNNELL STREET ART GALLERY.

There was no discussion

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

## **INFORMATIONAL MATERIALS**

A. Annual Calendar 2025

Chair Lewis noted the informational materials included in the packet. Commissioner Roedl volunteered to deliver the Commission's report at the next City Council meeting.

**COMMENTS OF THE AUDIENCE** (3-minute time limit)

**COMMENTS OF THE CITY STAFF**

Deputy City Clerk Appel thanked the Commission for the meeting and stated she appreciates the Commission's patience during the learning moments.

Community Recreation Manager Illg thanked everyone for the meeting, making note of how much he appreciated the Council members being in attendance. He also thanked the clerk for all the work done.

**COMMENTS OF THE MAYOR/CITY COUNCIL**

**COMMENTS OF THE COMMISSION**

Student Representative Ostrom said he is excited to talk about the Karen Hornaday trails in August.

Commissioner Keiser thanked the clerk for her service to the Commission. She asked Staff to talk to Public Works about the possibility of leveling some campsites at Karen Hornaday. She also asked that Staff stay in contact with the representatives for the skate park so their needs could be addressed.

Commissioner Archibald stated Chair Lewis gives a good meeting. He suggested that moving forward, the Commission decides who will do the Council report at the beginning of the meeting so they can be actively taking notes.

Commissioner Roedl said it was nice working with the Commission.

Commissioner Parsley thanked everyone for the meeting. He said he is grateful to be on this Commission and able to have these conversations.

Chair Lewis thanked the clerk and said it was a good meeting.

**ADJOURNMENT**

There being no further business to come before the Commission, Chair Lewis adjourned the meeting at 7:30 p.m. The next regular meeting is **Thursday, June 19, 2025 at 5:30 p.m.** All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

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Ashley Appel, Deputy City Clerk I

Approved:\_\_\_\_\_



# MEMORANDUM

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**To:** Mayor Lord and City Council  
**Date:** June 2, 2025  
**From:** Daniel Kort, Public Works Director  
**Through:** Melissa Jacobsen, City Manager  
**Subject:** DCRA Trail Project

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## Background:

There has been a lot of interest in development of the Diamond Creek Recreation Area (DCRA) trail network and connecting these trails to the Diamond Creek State Recreation Site (DCSRS). The City of Homer (City) hired Kinney Engineering to conduct a feasibility study (Study) of a proposed trail route in 2024. Kinney Engineering partnered with Happy Trails Inc. to complete this study.

## Discussion:

The intention of the feasibility study was to lay out a conceptual trail system that would demonstrate to the State of Alaska Department of Transportation (DOT) that the City was serious about connecting the DCRA to the DCSRS. The intention of the Study was to encourage the DOT to include a pedestrian tunnel to their upcoming Sterling Highway construction project to connect the two trail networks that would be separated by the highway. The Sterling Highway design is nearly complete and we estimate we have approximately 6 months or less to get the easements in place.

The City has had several meetings with the DOT about if the trail could be located within the State ROW and what level of commitment would need to be demonstrated by the City to have the pedestrian tunnel included in the project. The State had previously indicated that they were not in favor of the trail being within the ROW, however when we gave them the completed Study showing approximately 150-ft of the trail paralleling the highway in the ROW, they indicate they would work with the City to accommodate this. Further, the State had previously indicated that they would require the City to have easements established for the trail in advance of them including the pedestrian tunnel in the design.

A representative of the Homer Trails Alliance (HTA) had previously met with regional managers of the DOT without the City's presence, and the City was informed that the regional managers were not receptive to the proposal of using the DOT's fish passage maintenance road on the west side of the highway as part of the trail. It has come to our attention that a representative of the HTA has met with the Central Regional Director with the DOT without the City's participation. I have heard third hand that this conversation was fruitful, however it's not clear on what was spoken to and what was agreed to.



If the conversation between the DOT and HTA was fruitful on only allowing the use of the Maintenance Road as the western portion of the trail alignment in the State ROW, that only diverts the trail away from having to cross 1 privately owned property of the 3 privately owned properties, leaving two private properties that will require easements. If the State is allowing the City to use the ROW for the full length needed, then the easement issue is resolved.

Having not been a part of the meeting with the DOT, there still seems to be an unanswered question of whether Phase I of the Happy Trails portion of the study will be sufficient to demonstrate to the State DOT that the City is serious about building a trail through the proposed pedestrian tunnel. I say that because Phase I constructs the Green Timbers Parking Lot and builds a trail leading south and east away from the trailhead through the DCRA property, ending at a “View Point” on the Kenai Peninsula Borough property south of the DCRA. Phase II of the Study builds a new trail from the Phase I trail to a proposed Trailhead on the Kenai Peninsula Borough’s property.

Meanwhile, there is not a clear plan for how the City will build the 6,403-ft worth of trail from the Kinney Engineering Study that links the Green Timbers Trailhead to the DCSRS which passes through the pedestrian tunnel. This trail segment would require trail easements across private property, or the DOT to change its position on allowing the trail to be constructed in the ROW for approximately 2,200-feet to avoid private property. Further, Phase I of the Happy Trails Study could be built regardless of the pedestrian tunnel being present or not, and may not demonstrate to the State the City’s commitment or ability to construct the trail segment that passes through the pedestrian tunnel.

**Summary:**

The proposed Phase I trail segment will at minimum meet the intentions of Resolution 13-055 which proposed the goals of building a Trailhead on the western side of the DCRA and beginning to construct trails within the DCRA regardless of whether the City will be able to construct the trail segment crossing the Sterling Highway that connects the proposed Green Timbers Trailhead to the DCSRS through the proposed pedestrian tunnel.

**CITY OF HOMER  
HOMER, ALASKA**

Aderhold

**ORDINANCE 25-44(A)**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
APPROPRIATING UP TO \$250,000 FROM THE HOMER  
ACCELERATED ROADS AND TRAILS (HART) TRAILS FUND FOR THE  
DEVELOPMENT OF A TRAILHEAD AND TRAIL SEGMENT ON THE  
EAST SIDE OF THE STERLING HIGHWAY AT GREEN TIMBERS IN  
ACCORDANCE WITH THE DIAMOND CREEK RECREATION AREA  
TRAILS PLAN.

WHEREAS, The City of Homer adopted the Diamond Creek Recreation Area (DCRA) Plan  
through Resolution 13-055; and

WHEREAS, The DCRA Plan envisioned a “parking area and trailhead facilities at the  
western border of the DCRA” (east side of the Sterling Highway near Green Timbers) and a  
“non-motorized route across the Sterling Highway near Mile Post 168, in order to extend the  
recreational corridor to the Diamond Creek State Recreation Site (DCSRS) on the west side of  
the Sterling Highway”; and

WHEREAS, The Homer Trails Alliance (HTA), a nonprofit organization with a mission to  
improve access to trails on the north side of Kachemak Bay, is interested in developing the trail  
connection between DCRA and DCSRS, including fundraising for the purpose; and

WHEREAS, The Alaska Department of Transportation and Public Facilities (ADOT&PF) is  
in the final stages of designing the Sterling Highway Milepost 157-169 Reconstruction Project  
and is considering including a pedestrian underpass at Diamond Creek; and

WHEREAS, The City of Homer has worked with ADOT&PF on methods to accomplish the  
trail connection and underpass; and

WHEREAS, ADOT&PF requires a firm commitment from the City of Homer that if they  
incorporate the underpass into the final highway project design that the trail connection would  
be constructed, including a financial commitment, a maintenance agreement for the portion  
of the trail in the right-of-way, as well as the establishment of any required private property  
easements to facilitate the trail in advance of the underpass being added to the design; and

WHEREAS, The Homer City Council has expressed interest in pursuing this trail project  
through the unanimous passage of numerous resolutions, and recognizes the highway

reconstruction project as a once in a generation opportunity to develop an underpass to connect the two recreation areas; and

WHEREAS, The routing of the trail from a trailhead at Green Timbers to the underpass at Diamond Creek is uncertain, based on the need for the development of easements across private property or the approval to use ADOT&PF right of way.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council appropriates up to \$250,000 from the Homer Accelerated Roads and Trails (HART) Trails fund for the development of a trailhead and trail segment on the east side of the Sterling Highway from Green Timbers to a pedestrian underpass at Diamond Creek in accordance with the DCRA Trails Plan:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
165-xxx	HART Trails	\$250,000

Section 2. Use of the funds is based on the following criteria:

- ADOT&PF ~~constructs~~ **approves** a pedestrian underpass at Diamond Creek as part of their current highway reconstruction project.
- The City of Homer can come to agreement with property owners to create trail easements across their properties and/or with ADOT&PF for the use of the right of way on the east side of the highway.
- The use of the funds must comply with the most current version of the HART Policy Manual approved by the Homer City Council.
- The funds must be used for work on the east side of the Sterling Highway.
- ~~If the first two criteria are met, HTA may include the City Council's appropriation of these funds as a match when applying for grants to complete the full trail connecting DCRA and DCSRS.~~
- **If the 1st two criteria are met, these funds are available to HTA to use as a match when applying for grants to complete the full trail connecting DCRA to DCSRS.**
- If the criteria are not met, if the trailhead and trail are not constructed, or if there are HART funds left over, all remaining funds will be returned to the HART fund.
- **If ADOT&PF postpones the project indefinitely the funding will be returned to the HART Trails fund.**

Section 3. This is a budget amendment ordinance and shall not be codified.

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

CITY OF HOMER

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RACHEL LORD, MAYOR

ATTEST:

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RENEE KRAUSE, MMC, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



# MEMORANDUM

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**To:** Mayor Lord and City Council  
**Through:** Melissa Jacobsen, City Manager  
**From:** Daniel Kort, Public Works Director  
**Date:** July 16, 2025  
**Subject:** Diamond Creek Recreation Area Trail

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**Background:**

On June 30, 2025, City Staff met with members of the Homer Trail Alliance and City Councilors Aderhold and Parsons to discuss the proposed Diamond Creek Recreation Area trails and the proposed Alaska Department of Transportation Pedestrian Tunnel. From this meeting, I was tasked with reaching out to the Kenai Peninsula Borough (KPB) to introduce the Conceptual Trail Plan to them and determine their willingness to participate in the proposed plan by allowing the use of KPB property.

**Discussion:**

On July 1<sup>st</sup>, I sent an introductory email to the Planning Department Director, Robert Ruffner and the Land Management Officer, Aaron Hughes to introduce them to the conceptual trail project. I provided them the overall conceptual drawing of the proposed trails from the Happy Trails Study shown as Figure 1 below.

In this introduction, I explained that the conceptual plans included several phases, of which the first Phase is to build the Green Timbers Trailhead parking lot and a trail leading to, and passing through their 40-acre parcel with the Tax ID of 17316054.

I further explained that a parallel but separate effort is to build a trail connection through the proposed Alaska Department of Transportation (ADOT) Pedestrian Tunnel connecting the Green Timbers Trailhead to the Diamond Creek State Recreation Site (DCSRS). This Pedestrian Tunnel trail segment would cross KPB property with the Tax ID of 17302115 on the western side of the Sterling Highway.

Phase II of the project would build a trail segment across two additional contiguous KPB parcels with tax ID's of 17316007 and 17316045 with the intention to build a trail to a proposed trailhead on KPB property and called out as KPB Trailhead on the conceptual plan.

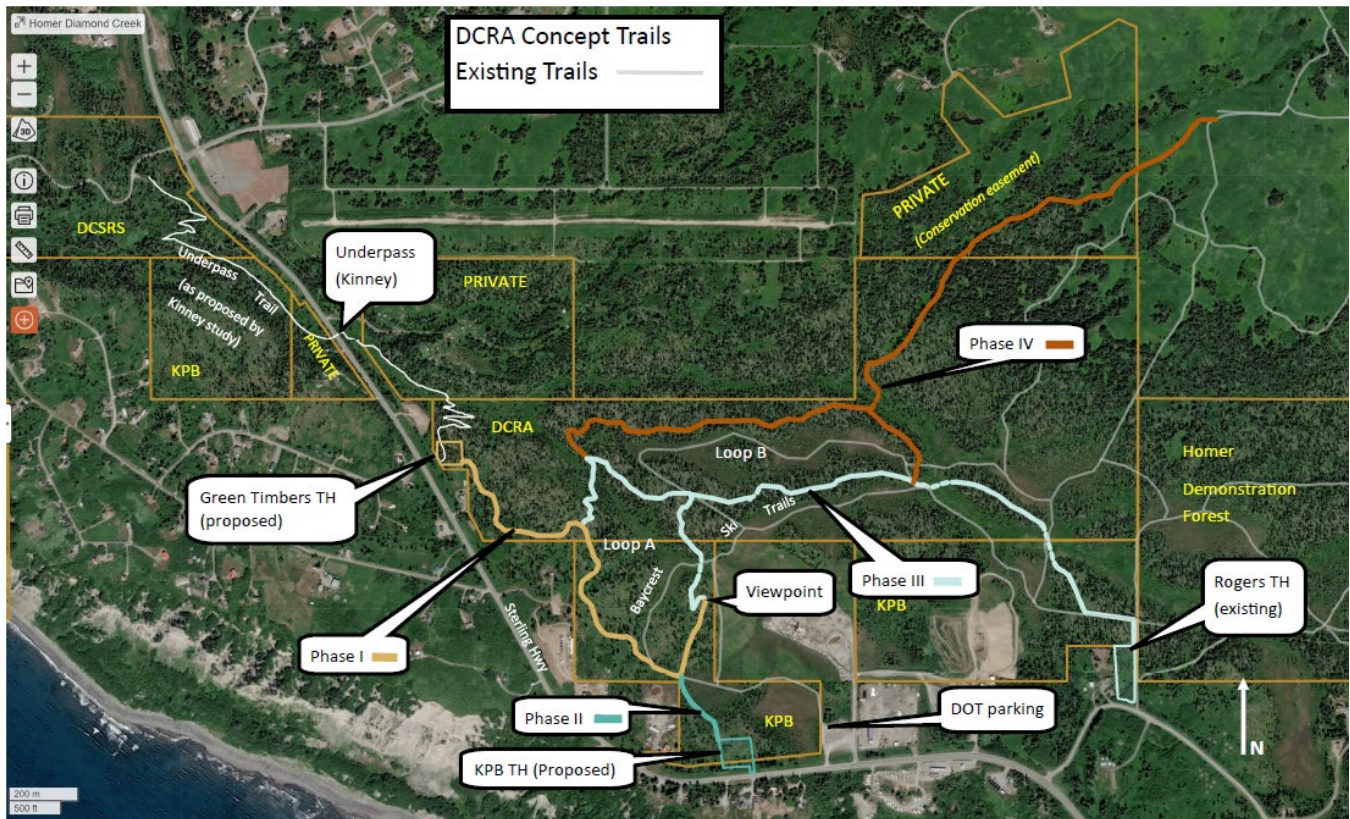


Figure 1 – Happy Trails Study Conceptual Trail Network

On July 2<sup>nd</sup>, the KPB responded and thanked us for reaching out to include them in the proposed plans. They indicated that the KPB doesn't have any initial concerns with the proposed trail on the parcel west of the Sterling Highway, and would like to be a participant to the design to ensure it conforms to their planned development of that property. They further expressed the KPB has "several concerns" about the conceptual plan on KPB parcels on the east side of the Sterling Highway.

This conversation was followed up by a zoom call on July 15<sup>th</sup> that was arranged with the intention of the City gaining an understanding of the KPB's perspective on the conceptual design, so staff could take these concerns back to the City Council. I did express that there is current pending legislation for \$250,000 intended as matching money towards a potential Rasmussen Grant to design and construct Phase I of the conceptual planned project. Information from this discussion will help shape the City Council discussion and decisions. Below is a description of topics covered during the discussion.

Figure 2 below was created to simplify the conversation by highlighting the KPB owned parcels by color rather than by parcel ID.





Figure 2 – KPB Property Ownership

#### RED Parcel

The “pedestrian tunnel” portion of trail would cross this property. KPB indicated that they recognize the housing shortage in Homer and the southern peninsula and this property is planned for subdivision to support residential development.

KPB feels that the proposed trail would work with their development plans and they are generally supportive of this concept, however it was expressed that the KPB would like a “seat at the table” and participate in the design of this trail to ensure their interests are protected.

KPB would also like to reserve the right to construct a trail connection(s) from the proposed subdivision to the proposed trail. Both the City and KPB recognize that the likely residential development will occur on the level land above Diamond Creek, and the proposed trail is planned to follow the creek in the valley.

#### BLUE, PURPLE, and GREEN Parcels

The Phase I trail from the Happy Trails Study includes the construction of the Green Timbers Trailhead parking lot on City owned property and a trail leading too, and upon the KPB's 40-acre BLUE parcel as shown in Figure 1 ending at a high point on this parcel labeled View Point.

Phase II includes the construction of a trail from the southern portion of the BLUE parcel, through the PURPLE parcel and a Trailhead Parking Lot to be constructed upon the PURPLE and GREEN parcels.

Phase III includes the construction of a trail from the View Point on the BLUE parcel going back onto the DCRA property. While not totally opposed to the concept, KPB expressed concerns related to the construction of trails and a Trailhead Parking Lot on the BLUE, PURPLE, and GREEN parcels.

The KPB expressed their intention of subdividing the BLUE 40-acre parcel into residential lots to support the initiative to provide more housing supply in Homer and the southern peninsula.

The KPB views the PURPLE and GREEN parcels as holding high commercial value and have intentions of subdividing these lots into commercial property. They indicated the eastern portion of the PURPLE lot was intended for recreation as the peatland is not conducive to development. The KPB indicated their willingness to work together towards a plan that may satisfy both entities goals.

On July 23<sup>rd</sup>, the KPB sent a conceptual plan for how these lots could theoretically be subdivided, allowing for the planned commercial and residential development as well as leaving some property for a trail as well as a Trailhead Parking Lot.

The KPB conceptual plan is provided below as Figure 3. It was expressed, that this is purely a concept for discussion at this time. The Green portion of the parcels would be dedicated for trail and Trailhead use. They assumed that the View Point was an important feature for the trail, so they tried to preserve this and saw that the high point could also function for the residential development as a buffer between the material processing site to the east and the residential subdivision.



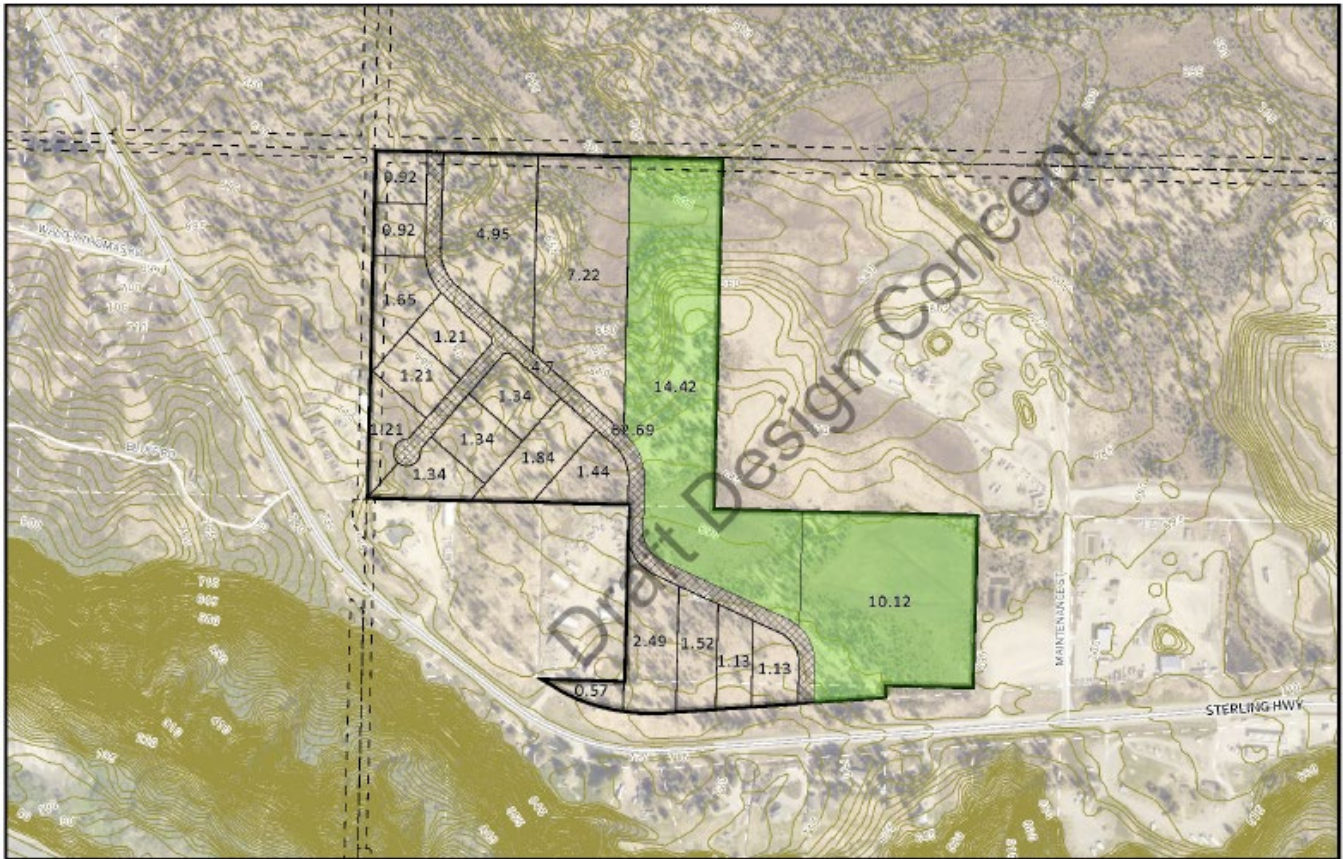


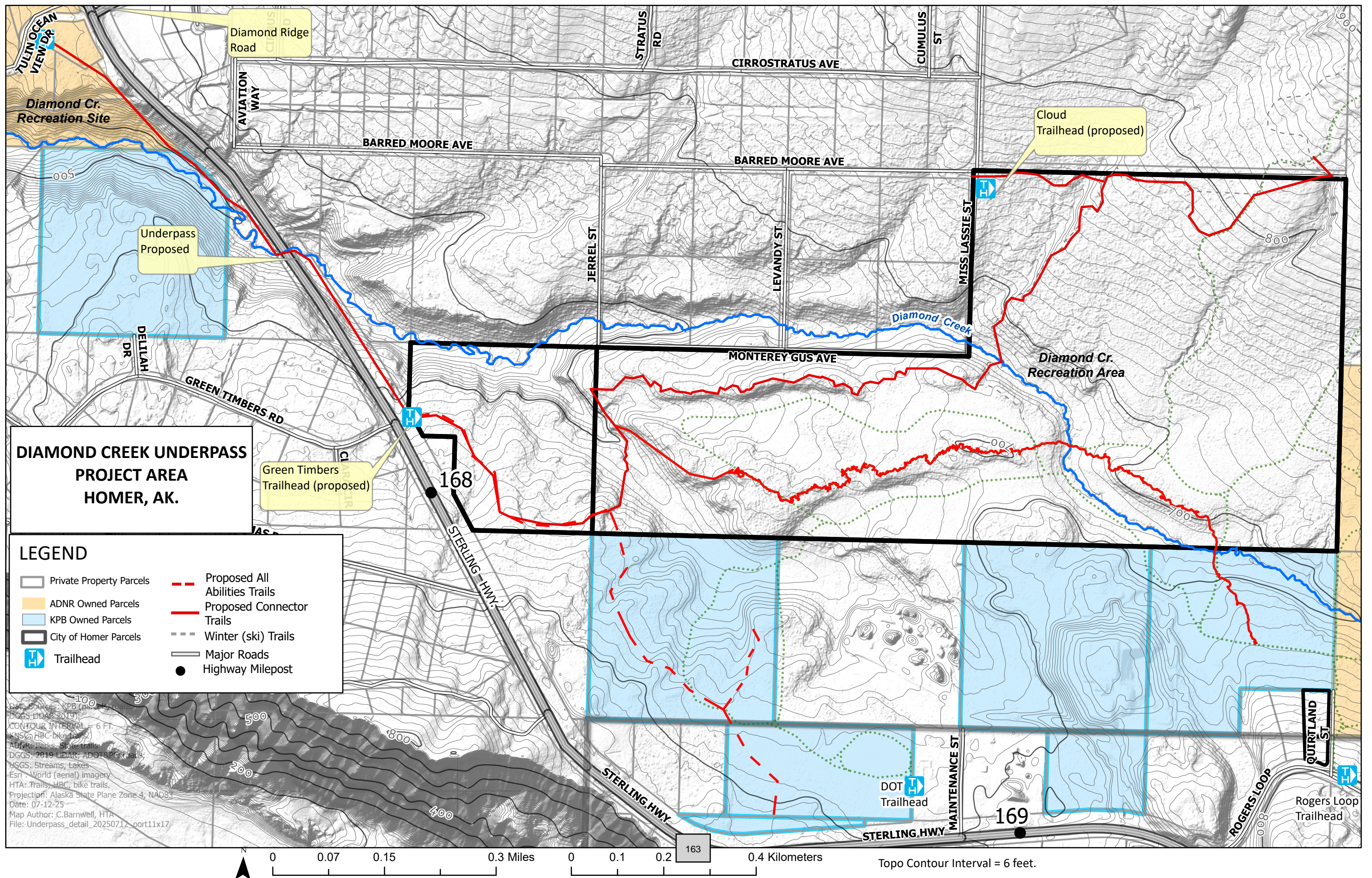
Figure 3 – KPB Conceptual Subdivision of KPB lands

It appears as though the KPB's conceptual plan includes a large enough space to construct a Trailhead Parking Lot off of the beginning of the proposed road without being upon peatland. If a concept like this is agreed upon between the City and the KPB, a revised conceptual trail plan would need to be developed. Further, it appears as though the trail may have some additional boardwalk that may have not been previously planned for in the original conceptual plan and cost estimate.

### Summary:

My take away from the KPB conversations is the KPB is receptive to the plan for trail crossing their RED parcel on the western side of the Sterling Highway. However, they would like some changes to the conceptual trail plan for Phase's I, II, and III to accommodate their plans for the subdivision and sales of KPB properties. They seem open to the concept and welcome discussions to find a mutually beneficial plan.







**CITY OF HOMER  
HOMER, ALASKA**

Aderhold

**ORDINANCE 25-44(A)(S)**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
APPROPRIATING UP TO \$250,000 FROM THE HOMER  
ACCELERATED ROADS AND TRAILS (HART) TRAILS FUND FOR THE  
DEVELOPMENT OF A TRAILHEAD AND TRAIL SEGMENT ON THE  
EAST SIDE OF THE STERLING HIGHWAY AT GREEN TIMBERS IN  
ACCORDANCE WITH THE DIAMOND CREEK RECREATION AREA  
TRAILS PLAN.

WHEREAS, The City of Homer adopted the Diamond Creek Recreation Area (DCRA) Plan  
through Resolution 13-055; and

WHEREAS, The DCRA Plan envisioned a “parking area and trailhead facilities at the  
western border of the DCRA” (east side of the Sterling Highway near Green Timbers) and a  
“non-motorized route across the Sterling Highway near Mile Post 168, in order to extend the  
recreational corridor to the Diamond Creek State Recreation Site (DCSRS) on the west side of  
the Sterling Highway”; and

WHEREAS, The Homer Trails Alliance (HTA), a nonprofit organization with a mission to  
improve access to trails on the north side of Kachemak Bay, is interested in developing the trail  
connection between DCRA and DCSRS, including fundraising for the purpose; and

WHEREAS, The Alaska Department of Transportation and Public Facilities (ADOT&PF) is  
in the final stages of designing the Sterling Highway Milepost 157-169 Reconstruction Project  
and is considering including a pedestrian underpass at Diamond Creek; and

WHEREAS, The City of Homer has worked with ADOT&PF on methods to accomplish the  
trail connection and underpass; and

WHEREAS, ADOT&PF requires a firm commitment from the City of Homer that if they  
incorporate the underpass into the final highway project design that the trail connection would  
be constructed, including a financial commitment, a maintenance agreement for the portion  
of the trail in the right-of-way, as well as the establishment of any required private property  
easements to facilitate the trail in advance of the underpass being added to the design; and

WHEREAS, The Homer City Council has expressed interest in pursuing this trail project  
through the unanimous passage of numerous resolutions, and recognizes the highway

reconstruction project as a once in a generation opportunity to develop an underpass to connect the two recreation areas; and

WHEREAS, The routing of the trail from a trailhead at Green Timbers to the underpass at Diamond Creek is uncertain, based on the need for the development of easements across private property or the approval to use ADOT&PF right of way.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council appropriates up to \$250,000 from the Homer Accelerated Roads and Trails (HART) Trails fund for the development of a trailhead and trail segment on the east side of the Sterling Highway from Green Timbers to a pedestrian underpass at Diamond Creek in accordance with the DCRA Trails Plan:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
165-xxx	HART Trails	\$250,000

Section 2. Use of the funds is based on the following criteria:

- ADOT&PF ~~constructs~~ **approves** a pedestrian underpass at Diamond Creek as part of their current highway reconstruction project.
- The City of Homer can come to agreement with property owners to create trail easements across their properties and/or with ADOT&PF for the use of the right of way on the east side of the highway.
- The use of the funds must comply with the most current version of the HART Policy Manual approved by the Homer City Council.
- The funds must be used for work on the east side of the Sterling Highway.
- **If the above criteria are met, a portion of the allocated funds may be used to purchase a parcel near Green Timbers that is more amenable to construction of a trailhead than the adjacent city-owned parcel.**
- ~~If the first two criteria are met, HTA may include the City Council's appropriation of these funds as a match when applying for grants to complete the full trail connecting DCRA and DCSRS.~~
- **If the first two criteria are met, these funds are available to HTA to use as a match when applying for grants to complete the full trail connecting DCRA to DCSRS.**
- If the criteria are not met, if the trailhead and trail are not constructed, or if there are HART funds left over, all remaining funds will be returned to the HART fund.
- **If ADOT&PF postpones the project indefinitely the funding will be returned to the HART Trails fund.**

Section 3. This is a budget amendment ordinance and shall not be codified.

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

CITY OF HOMER

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

ATTEST:

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

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER  
HOMER, ALASKA

Aderhold/Davis

ORDINANCE 25-46(A)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING HCC 9.16.010 TO PROVIDE FOR THE RETENTION **FOR 8 YEARS**, OF 0.3% SALES TAX DESIGNATED FOR THE PURPOSE OF FINANCING THE ACQUISITION AND CONSTRUCTION OF A MULTI-PURPOSE COMMUNITY RECREATION CENTER UPON THE CITY ACCRUING SUFFICIENT FUNDING TO PAY OFF THE POLICE STATION DEBT SERVICE AND SUBMITTING THE QUESTION OF SUCH SALES TAX RETENTION TO THE QUALIFIED VOTERS OF THE CITY AT THE REGULAR ELECTION TO BE HELD IN THE CITY ON OCTOBER 7, 2025.

WHEREAS, The City of Homer (the "City") is in need of a multi-purpose recreation center; and

WHEREAS, The City Council views the acquisition and construction of a multi-purpose recreation center and related capital improvements authorized herein as necessary and beneficial to the community, and determines that to fund such improvements the City should begin accumulating funds to pay for this project and be prepared for future bonding if necessary; and

WHEREAS, Under the provisions of AS 29.45.700(b) and AS 29.45.670, the City may increase the rate of its sales tax only after an ordinance authorizing the increase is approved by a majority of those voting on the question at a regular or special election; and

WHEREAS, Submitting the aforementioned questions to the voters at a special election will ensure that the project has the full support of the voters.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code 9.16.010 is amended to read as follows:

9.16.010 Levied.

a. A consumer's sales tax in the amount of three and three-quarters percent is levied by the City on all sales, rents and services within the City except as the same may be otherwise exempted by law.

b. An additional consumer's sales tax in the amount of three-quarters percent is hereby levied by the City of Homer on all sales, rents and services within the City except as the same may be otherwise exempted by law, for the purpose of funding debt retirement of the sewer

treatment plant improvements, and to the extent revenues from such tax exceed such debt retirement obligations, for the purpose of funding water and sewer systems.

c. An additional consumer's sales tax in the amount of thirty hundredths of one percent (0.3%) is hereby levied by the City of Homer on all sales, rents and services within the City, except as the same may be otherwise exempted by law, for the purpose of funding a multi-purpose recreation center within the City.

Section 2. A regular election shall be held in and for the City on October 7, 2025, at which the City shall submit the following proposition to the qualified voters of the City. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

PROPOSITION NO. \_\_\_\_  
FUNDING FOR A NEW MULTI-PURPOSE COMMUNITY RECREATION CENTER  
AND RELATED CAPITAL IMPROVEMENTS;  
REAUTHORIZING THE 0.3% SALES TAX RATE APPROVED FOR THE POLICE STATION BOND  
PAYMENT.

Shall the City of Homer enact a new thirty hundredths percent (0.3%) sales tax, effective upon the expiration of the existing thirty hundredths percent (0.3%) sales tax upon the City accruing sufficient funding to pay off the police station bond, for the purpose of construction of a multi-purpose recreation center? **The sales tax would expire after 8 years.** The multi-purpose community recreation center will provide inclusive spaces for sports, fitness, and cultural activities, promoting health and community connection for all residents.

Section 3. The proposition, both for paper ballots and machine ballots, shall be printed on a ballot which may set forth other general obligation bond propositions, and the following words shall be added as appropriate next to a space provided for marking the ballot for voting by hand or machine:

PROPOSITION NO. \_\_\_\_\_

OYes

ONo

Section 6. Section 1 of this ordinance shall become effective only if the proposition described in Section 2 is approved by a majority of the qualified voters voting on the proposition at the October 7, 2025 regular City election.

Section 7. Section 1 of this Ordinance is of a permanent and general character and shall

be included in the City Code. The remainder of this ordinance is not of a permanent nature and as such, shall not be codified.

ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this \_\_\_\_ day of \_\_\_\_ 2025.

CITY OF HOMER

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

ATTEST:

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

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:





# City of Homer

[www.cityofhomer-ak.gov](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: July 23, 2025  
SUBJECT: City Manager's Report for July 28, 2025 Council Meeting

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#### Homer Electric Association (HEA) Property Sale

In late June, I became aware that HEA was working toward putting together an Invitation to Bid (ITB) for the sale of properties they own in Homer. I was encouraged to reach out to them about the parcel off Lake Street, as it's a parcel proposed as a potential site for a new multi-purpose community recreation center. After some attempts to make contact with their representative to start some dialogue, I finally received a response the evening before the July 8<sup>th</sup> HEA Board Meeting. It was indicated to me that in the past the Board has donated land for public purpose and I was encouraged to make a proposal to the Board. Clearly, there wasn't time to consult with Council and prepare for their Board meeting so I reached out to Acting City Manager Engebretsen and asked if she could prepare a letter to the Board expressing the City's potential interest. Another interesting challenge on this is there has been past legislation and recent support of using the City owned lot in the Town Center as the location for a new multi-purpose community recreation center. It will be helpful to know if Council would like me to continue to engage with HEA regarding this property. Time is of the essence as their ITB closes on August 11<sup>th</sup> at 5:00 p.m. and I was told the Board is scheduled to confirm the bid results at their August 12<sup>th</sup> Board Meeting.

#### Ohlson Lane and Bunnell Avenue Roadway and Water Improvements Project

The project is going well and on schedule according to the revised project schedule. Tentative construction finish date is August 22. New 10" HDPE water main construction is nearly complete. Bacteria samples were collected from the new water main prior to switching services over from the old existing cast iron water main. East Road Services (ERS) is finishing setting a new storm sewer manhole and connecting storm drain pipes. Storm Drain work will continue this week and then later next week ERS will be getting all the H2O services switched over as soon as passing bacteria tests are received from the lab. Final work on the new water main connections can then take place along with the final roadway improvements including curb, pavement, signing/stripping and speed humps later in August.



#### Homer Volunteer Fire Department Organizational Audit RFP

The HVFD Audit RFP has been posted on the City website and advertised in accordance with the City's Procurement Policy. In addition, the link to the RFP webpage was distributed to multiple consulting firms that perform this type of service and currently seven firms have registered as potential proposers. Information can be found at <https://www.cityofhomer-ak.gov/rfps>.

### **HERC Lead Paint Update**

Last month I reported out about the discovery of lead paint contamination in the HERC multi-purpose room and the need to close the room effective immediately. As a follow-up, the City is waiting for the sampling report from the Alaska Department of Environmental Conservation's consultant, BGES. The report is scheduled to be out in August, and it will then require review by agencies. Concurrently, Public Works is actively working on ways to resolve the paint issue in that room. To the best of our knowledge, it will be months before this is fully resolved for safe public use of that space. Recreation Manager Illg has advised that we are losing programs, participants, and revenue without access to the multi-purpose room. It is important to remember that we want safe and healthy activities for the community, and we ask for and appreciate patience as we work toward direction and proper remediation of the lead paint.

### **ADA Coordinator**

Congratulations to City Clerk Renee Krause for completing the Americans with Disabilities Act (ADA) Coordinator Training Certification Program (ACTCP)! Municipalities with 50 or more employees are required to designate an employee to coordinate ADA compliance and Renee took on this role in 2017 while she was serving as Deputy City Clerk. Although the designation is not a requirement, her interest in the ADA and fulfilling this role, drove her in pursuing this designation. The ACTCP is designed to meet the training and professional needs of ADA Coordinators. ACTCP certification verifies that participants have completed training in required content areas and have a depth of knowledge in ADA issues. As we continue to work towards improving accessibility and barrier removal in City facilities and programs, her knowledge in this area will be beneficial to the City.

### **More photos of Library Trail Improvements**

If you haven't had a chance to visit this trail, here is another photo to encourage you to check it out!



### **City Manager Meetings and Events:**

June 26<sup>th</sup> – Transition meeting with new insurance provider APRA and City staff

June 27<sup>th</sup> – HaPP Project meeting with AKDOT and City Staff

June 30<sup>th</sup> – DCRA Underpass check in with Homer Trails Alliance and City staff and meeting with Robert Purcell re: HVFD Organizational Audit RFP

July 2<sup>nd</sup> – Port Lease Team meeting and HART Policy update meeting

July 7-18<sup>th</sup> – Personal leave

July 16<sup>th</sup> – Met with HVFD Staff

July 21<sup>st</sup> – Met with Homer Pickleball Club boardmember re: HERC gym floor refinishing project

July 22<sup>nd</sup> – Met with Employee Committee re: Employee Morale Survey

And, ongoing weekly meetings with Departments, Mayor, Councilmembers, and City Attorney

**Attachments:**

- Memorandum from City Manager re: tree removal near City Hall
- Letter to HEA Board and property sale information
- SBDC Quarterly report
- Employee Anniversaries for July



# MEMORANDUM

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## Tree Removal near Out of Service Fire Hydrant

**Item Type:** Informational Memorandum  
**Prepared For:** Mayor Lord and Homer City Council  
**Date:** July 24, 2025  
**From:** Melissa Jacobsen, City Manager

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In anticipation of the City's upcoming 2025 Insurance Services Office (ISO) Inspection staff have been working on completing their Pre-Survey forms for submittal prior to the inspector's visit.

The Insurance Services Office (ISO) provides data, analytics, and risk assessment services to the property and casualty insurance industry. Through its Public Protection Classification program, ISO evaluates communities on their fire protection capabilities—an important factor that influences local insurance rates. One key element of this evaluation is the condition and functionality of fire hydrants, including flow testing.

There is currently a fire hydrant at the corner of Kachemak Way and Pioneer Avenue, near the City Hall parking lot, that has been out of service and marked with a black tag for an extended period. Due to its age and condition, the hydrant is no longer repairable and must be replaced to avoid a negative impact on the City's ISO rating.

Replacing the hydrant will require excavation up to 10 feet deep. A large tree located approximately 8 feet from the hydrant will need to be removed, as the digging will compromise its root system. Severing major roots can destabilize the tree, pose a safety risk, and likely lead to its decline or death. To ensure the safe and successful replacement of the hydrant, and to protect public infrastructure and safety, the tree must be removed as part of the project.

Photos follow on the next page for reference.







## 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

July 8, 2025

Homer Electric Association Board of Directors  
3977 Lake Street  
Homer, AK 99603

RE: Land disposal of KPB Parcel 17712033, Waddell Park 2016 Replat Lot 2-A-1

Dear HEA Board of Directors,

The City of Homer has been considering properties for a new community recreation center. While a new facility is in the early planning stage, the vacant HEA lot on Lake Street and Grubstake Ave has been identified as an attractive potential location. The Homer City Council does not meet until July 28<sup>th</sup> to provide formal comment to the HEA Board, but I would like to request on behalf of the City that HEA consider donating this property to the City for the purposes of a community recreation facility.

The City looks forward to working further with the Board on the possibility of a new community facility on this property.

Sincerely,

Julie Engebretsen  
Acting City Manager



# Homer Electric Association, Inc.

---

**Corporate Office**  
3977 Lake Street  
Homer, Alaska 99603-7680  
Phone (907) 235-8551  
FAX (907) 235-3313

**Central Peninsula Service Center**  
280 Airport Way  
Kenai, Alaska 99611-5280  
Phone (907) 283-5831  
FAX (907) 283-2353

## **Bid Package - Lot 2-A-1, Waddell Park 2016 Replat**

3768 Snowbird Street Homer, Alaska 99603

Tax Parcel 17712033

Lot 2-A-1, Waddell Park 2016 Replat - Plat No. 2016-21 HM

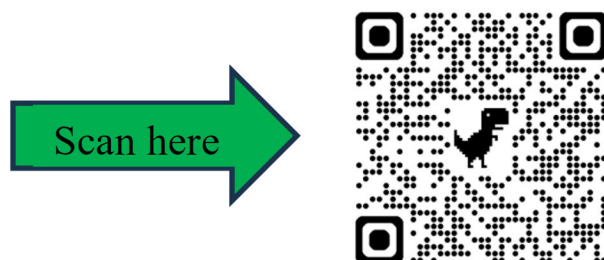
### **Lot 2-A-1**

- 3.7 acres commercial (vacant lot)
- 161,172 square foot lot
- 481.16' Lake Street frontage
- 276.31' Snowbird Street frontage
- 405.94' Grubstake Avenue frontage
- Grubstake Avenue & Lake Street are paved and maintained year-round

**Minimum Bid:** \$965,000

**Closing Date:** Monday, August 11, 2025 – 5:00 p.m.

HEA reserves the absolute right to reject any or all proposals, may waive any or all informalities or irregularities, and may permit the correction of errors or omissions in responses. No commissions will be paid by the cooperative. Buyer to verify all information.



Bidder Registration and the Bid Form are available online at <https://www.homerelectric.com/bids/>. Questions about this property, the Invitation to Bid or any other related questions can be submitted via email to [propertybid@homerelectric.com](mailto:propertybid@homerelectric.com).

2025 VALUES ARE NOT CERTIFIED AND ARE SUBJECT TO APPEAL  
CERTIFIED VALUES FOR 2025 WILL NOT BE AVAILABLE UNTIL JUNE 1, 2025

[Return](#) [New Search](#) [Tax Info](#) [Print](#) [Map It](#)

[Update Mailing Address](#)

## General Information

Property Owner  
**HOMER ELECTRIC ASSN INC**  
  
Mailing Address  
**3977 LAKE ST**  
**HOMER AK 99603-7652**

Property ID  
**17712033**  
  
Property Address  
**3768 SNOWBIRD ST**

Acreage  
**3.7000** *7 161, 172*  
  
Tax Authority Group  
**20 - Homer City**

## Legal Description

**T 06S R 13W SEC 20 Seward Meridian HM 2016021 WADDELL PARK 2016 REPLAT LOT 2-A-1**

## Ownership History

Document No.	Date	Grantor	Grantee	Type
No ownership history data exists.				

## Value History

Year	Reason	Land Assessment	Impr. Assessment	Total Assessment
<b>2025</b>	Main Roll Certification	793,500	0	<b>793,500</b>
<b>2024</b>	Main Roll Certification	736,800	0	<b>736,800</b>
<b>2023</b>	Main Roll Certification	651,800	0	<b>651,800</b>
<b>2022</b>	Main Roll Certification	651,800	0	<b>651,800</b>
<b>2021</b>	Main Roll Certification	623,500	0	<b>623,500</b>

◀ ◀ 1 2 ▶ ▶ 5 ▼ items per page

1 - 5 of 9 items

## Improvements

Building	Code	Description	Grade	Year	Length	Width	Units	Type	Value
No improvements data present.									









0 150 300 ft

NOTE: Every reasonable effort has been made to ensure the accuracy of these data. However, by accepting this material, you agree that the Kenai Peninsula Borough assumes no liability of any kind arising from the use of this data. The data are provided without warranty of any kind, either expressed or implied, including but not limited to time, money or goodwill arising from the use, operation or modification of the data. In using these data, you further agree to indemnify, defend, and hold harmless Kenai Peninsula Borough for any and all liability of any nature arising from the lack of accuracy or correctness of the data, or use of the data.



### Legend

Transportation

Mileposts

Parcels and PLSS

Tax Parcels

Lot 2-A-1  
KPB 17712033  
Waddell Park  
3.70 AC.



Alaska Small Business  
Development Center

SBDC

UAA BUSINESS ENTERPRISE INSTITUTE

July 11, 2025

City of Homer  
491 E. Pioneer Ave  
Homer, AK 99603

Dear Homer Community,

This letter serves as our quarterly report for the period of April 1 to June 30, 2025. During the quarter, Homer Business Advisor Robert Green reached the five-year milestone advising with the Alaska SBDC. During his tenure, Robert has supported 395 clients, logging 2,704.6 hours, 49 new businesses started or purchased, and \$9.3 million in loans and investments. Two statistics that stand out are that 65% of Robert's clients received a loan, and his clients reported an average sales increase of \$147,564 since working with him. We sincerely appreciate the city council supporting the amendment to include SBDC services in the biennial city budget so we can continue fully supporting Homer business owners and entrepreneurs. Here is a summary of deliverables to the Homer community during the quarter (year):

Client Hours: 146.6 (245.7)

Total Clients: 41 (55)

New Businesses Started or Bought: 2 (4)

Jobs Supported: 46 (72)

Capital Infusion: \$0 (\$659,500)

Client Surveys: 100% positive (100% positive)

The next section provides lists of the top advising topics and top industries obtaining technical assistance from the Alaska SBDC in Homer. This quarter, financing and capital remained atop the list, again followed by start-up assistance, while business planning moved up two spots. For industries, food services remained atop the list for a fourth consecutive quarter, followed by services and retailers.

#### Topics

1. Financing/Capital: 44.8 hrs (31%)
2. Start-up Assistance: 38.2 hrs (26%)
3. Business Planning: 24.3 hrs (17%)
4. General Management: 13.9 hrs (9%)
5. Buy/Sell Business: 10.0 hrs (7%)

#### Industries

1. Food Services: 54.3 hrs (37%)
2. Services: 25.3 hrs (17%)
3. Retailers: 15.9 hrs (11%)
4. Accommodations: 12.6 hrs (9%)
5. Tour Operators: 10.2 hrs (7%)

We would like to thank the City of Homer for supporting the Homer Business Advisor position. We greatly appreciate the knowledge, experience, and consistency Robert Green brings to efforts in Homer. Please do not hesitate to contact us if you have any questions.

Sincerely,

DocuSigned by:

98AFA012679B4D7...

Jon Bittner

Executive Director  
Alaska SBDC





# MEMORANDUM

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## July Employee Anniversaries

**Item Type:** Informational Memorandum  
**Prepared For:** Mayor Lord and City Council  
**Date:** July 28, 2025  
**From:** Andrea Browning, HR Director  
**Through:** Melissa Jacobsen, City Manager

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I would like to take the time to thank the following employees for the dedication, commitment and service they have provided the City and taxpayers of Homer over the years.

<b>Lori Sorrows</b>	<b>Finance</b>	<b>26</b>	<b>Years</b>
<b>Dan Olsen</b>	<b>Public Works</b>	<b>24</b>	<b>Years</b>
<b>Julie Engebretsen</b>	<b>Community Dev.</b>	<b>23</b>	<b>Years</b>
<b>Dave Welty</b>	<b>Public Works</b>	<b>17</b>	<b>Years</b>
<b>David Bernard</b>	<b>Library</b>	<b>14</b>	<b>Years</b>
<b>Jason Hoffman</b>	<b>Public Works</b>	<b>10</b>	<b>Years</b>
<b>Jason Hanenberger</b>	<b>Public Works</b>	<b>6</b>	<b>Years</b>
<b>Mark Kirko</b>	<b>Fire</b>	<b>6</b>	<b>Years</b>
<b>Owen Meyer</b>	<b>Public Works</b>	<b>4</b>	<b>Years</b>
<b>Ryan Foster</b>	<b>Community Dev.</b>	<b>3</b>	<b>Years</b>
<b>Keith Bohlken</b>	<b>Public Works</b>	<b>2</b>	<b>Years</b>
<b>Bradley Bordner</b>	<b>Police</b>	<b>2</b>	<b>Years</b>
<b>Tom Gilbert</b>	<b>Port</b>	<b>2</b>	<b>Years</b>
<b>Greg Trail</b>	<b>Public Works</b>	<b>2</b>	<b>Years</b>



# MEMORANDUM

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**Resolution 25-047(S), A Resolution of the City Council of Homer, Alaska, Authorizing the Execution and Delivery of a Loan Agreement Required by the State of Alaska Department of Environmental Conservation under its Drinking Water Revolving Loan Program in Connection with a Fully Forgiven Loan in an Amount Not to Exceed \$491,400 to Assist in Financing the Ohlson Lane and West Bunnell Avenue Water Main Replacement Project.**  
**City Manager/Public Works Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** City Council  
**Date:** May 1, 2025  
**From:** Daniel Kort, Public Works Director  
**Through:** Melissa Jacobsen, City Manager

---

**I. Issue:** The purpose of this Memorandum is to request authorization for the City Manager to execute and deliver a loan agreement to secure financing from the Alaska Department of Environmental Conservation ("ADEC") for the Ohlson Ln. and W. Bunnell Ave. Water Main Replacement Project.

**II. Background:**

This project is to replace the 60-year old, cast iron water main on Ohlson Ln. and W. Bunnell Ave., which is at the end of its useful life. On April 14, 2025, Resolution 25-031 authorized the City Manager to negotiate and execute a contract with East Road Services, Inc. for the construction of the Improvement and a notice to proceed was issued on April 28, 2025.

Much of the Funding for this project is coming from a loan that the City applied for from the ADEC's State Revolving fund. The State Revolving Fund doesn't technically issue grants, but they can issue loans and then forgive a portion of the loan, which they call principal forgiveness. The loan for the Ohlson Ln. and W. Bunnell Ave. Water Main Replacement Project has \$491,400 in principal forgiveness attached. The rest of the project funding is coming from the Water CARMA Fund.

Two resolutions are required before the City can fully execute a loan agreement with the ADEC. First, a resolution is needed to apply for the loan. Resolution 23-070 authorized the City to apply for a loan for this project. Second a resolution is needed to execute the loan agreement.

**RECOMMENDATIONS:**

That the City Council authorize the City Manager to execute and deliver a loan agreement to secure funds from ADEC (100 percent forgiven through use of an ADEC subsidy) under its Drinking Water Revolving Loan Program, in the amount not to exceed \$491,400 for the Ohlson Ln. and W. Bunnell Water Main Replacement.

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Public Works Director

**RESOLUTION 23-070**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
AUTHORIZING THE CITY MANAGER TO APPLY FOR DRINKING  
WATER STATE REVOLVING LOAN FUNDS FROM THE ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION IN THE  
AMOUNT OF \$491,400 TO REPLACE THE EIGHT INCH WATER  
DISTRIBUTION LINE IN OHLSON LANE AND BUNNELL AVENUE.

WHEREAS, Nelson Engineering (Nelson) was commissioned to design the Ohlson  
Lane/Bunnell Avenue Pavement Restoration Project, which did not include the replacement of  
the waterline in the roads; and

WHEREAS, During the course of investigating the condition of the existing infrastructure  
in the roads, it was determined the existing water line was old, fragile cast iron pipe, which  
needed to be replaced; and

WHEREAS, The estimated cost of the water line replacement is \$540,000; and

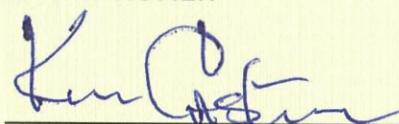
WHEREAS, the water line replacement project is listed on the Alaska Department of  
Environmental Conservation's FY24 Intended Use Plan for Drinking Water State Revolving Loan  
Funds and the City is eligible for a Principal Forgiveness Subsidy in the amount of \$491,400;  
and

WHEREAS, In order to receive this subsidy, the City must apply for the loan funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby  
authorizes the City Manager to apply for Drinking Water State Revolving Loan Funds in the  
amount of \$491,400 to replace the cast iron water line in Ohlson Lane and Bunnell Avenue as  
part of the pavement restoration project and to execute the necessary documents.

PASSED AND ADOPTED by the Homer City Council this 24<sup>th</sup> day of July, 2023.

CITY OF HOMER



KEN CASTNER, MAYOR



44 ATTEST:

45

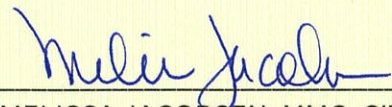
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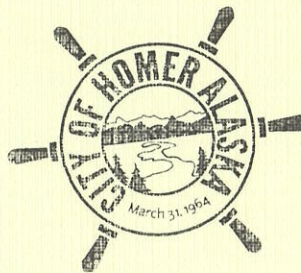
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MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A







# MEMORANDUM

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## Resolutions 23-068, 23-069, 23-070, and 23-071

**Item Type:** Backup Memorandum  
**Prepared For:** Mayor Castner and Homer City Council  
**Date:** July 13, 2023  
**From:** Janette Keiser, PE, Public Works Director/City Engineer  
**Through:** Rob Dumouchel, City Manager

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**Issue:** The purpose of this Memorandum is to update the Council on the Ohlson Lane/Bunnell Avenue Pavement Restoration Project and recommend new strategies.

**Background:** One of the projects in the Pavement Restoration Program established by Ordinance 22-26 was the Ohlson Lane/Bunnell Avenue Project. Resolution 22-052 authorized issuance of a Task Order, in the not to exceed amount of \$55,518, to Nelson Engineering to design the project. In the course of the design work, we learned that Ohlson Lane and Bunnell Avenue have an old 8" cast iron water distribution line, which is subject to cracking and should be replaced before the roads are repaved. The estimated cost for the water line replacement is \$540,000, as a stand-alone project. We submitted a Questionnaire for an Alaska Department of Environmental (ADEC) State Revolving Loan (SRF) for the water line replacement. The project is now listed on the ADEC's Intended Use Plan for SRF Drinking Water monies in the amount of \$491,400. Further, we've been offered a Principal Forgiveness Subsidy in the amount of \$491,400. The remaining costs will be requested from the Water CARMA Fund at later date.

Also, in the course of the design work, we learned that more comprehensive storm drain improvements are needed to address long-standing problems on Bunnell Avenue. The estimated cost is \$324,491 as a stand-alone project. Storm drain projects qualify for ADEC SRF Clean Water monies, so we submitted a Questionnaire for this project as well. This project is now listed on the ADEC's Intended Use Plan in the amount of \$324,000. Further, we've been offered a Principal Forgiveness Subsidy in the amount of \$324,000.

The ADEC's Intended Use Plan is good for three years, after which the City must re-apply for eligibility and there is no guarantee we will be offered new subsidies. In order to lock in the subsidies, we must apply for the loans.

The City needs to decide how it wants to proceed. We recommend moving forward with the road project by adding the water line replacement component and the upgraded storm drain improvements. This will give us a fully-functional road system, with a rehabilitated road bed, new pavement, a sidewalk on the south side of the road, a new water line and comprehensive storm water improvements. The cost estimates for the three elements of the project were developed as if each project were built separately. It is highly likely we will achieve some economies of scale if we build all three elements at the same time; for example, we will only need to pay for one SWPPP plan, one traffic control plan, one set of mobilization costs, etc. The estimated total cost of the entire project are:

<b>Component of Project</b>	<b>Funding Source</b>	<b>Est. Cost</b>	<b>Subsidy</b>
• Road restoration project	HART Road	\$1,171,292	\$0
• Storm drain improvements	HART Road	\$ 342,491	\$324,000
• Water line replacement	Water CARMA	<u>\$ 540,000</u>	\$491,400
Total Project Cost		\$2,053,783	

The design for the road work was funded, a contract was issued to Nelson Engineering and the work is almost complete. That contract did not include design of a water line. Nelson's proposal to design the water line is estimated to be \$55,867. The contract did include most of the storm water work, but some additional effort is necessary. Nelson's proposal to provide this additional effort is estimated to be \$11,634. Both costs will be covered by the ADEC Principal Forgiveness Subsidies. The FY24 Capital Project includes \$90,000 design work related to Ohlson Lane/Bunnell Avenue.

#### **RECOMMENDATIONS:**

That the City Council adopt Resolutions authorizing the City Manager to apply for ADEC SRF loan funds, in order to lock in Principal Forgiveness Subsidies:

Ohlson Lane/Bunnell Avenue Water Line Replacement	\$491,400
Ohlson Lane/Bunnell Avenue Storm Drain	\$324,000

That the City Council authorize a new Task Order to Nelson Engineering for the design of a water line replacement in the Not to Exceed amount of \$55,867.

That the City Council authorize a new Task Order to Nelson Engineering to design more comprehensive storm drain improvements in Bunnell Avenue for the Not To Exceed amount of \$11,634.



**Section 1.** The Council hereby authorizes the City to borrow funds from the Alaska Department of Environmental Conservation ("ADEC"), in an amount not to exceed Four Hundred Ninety-One Thousand Four Hundred and No/100 Dollars (\$491,400.00), subject to repayment of such funds being fully forgiven by an ADEC subsidy. Such funds are being secured by the City to pay costs of the Project (as defined above).

**Section 2.** The Council hereby approves, and authorizes the execution and delivery by the City Manager of the Loan Agreement ("Loan Agreement") by and between the City and ADEC, in substantially the draft form presented to Council at this meeting. The City Manager is further authorized to delegate responsibility to appropriate City of Homer staff to carry out technical, financial, and administrative activities in connection with the Loan Agreement.

**Section 3.** That this Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Homer City Council this 12<sup>th</sup> of May, 2025.

CITY OF HOMER

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

ATTEST:

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

Fiscal Note: See Memorandum CC-25-132



# MEMORANDUM

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**Resolution 25-047(S)(A), A Resolution of the City Council of Homer, Alaska, Authorizing the Execution and Delivery of a Loan Agreement Required by the State of Alaska Department of Environmental Conservation under its Drinking Water Revolving Loan Program in Connection with a Fully Forgiven Loan in an Amount Not to Exceed \$491,400 to Assist in Financing the Ohlson Lane and West Bunnell Avenue Water Main Replacement Project.**  
**City Manager/Public Works Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** City Council  
**Date:** May 1, 2025  
**From:** Daniel Kort, Public Works Director  
**Through:** Melissa Jacobsen, City Manager

---

**I. Issue:** The purpose of this Memorandum is to request authorization for the City Manager to execute and deliver a loan agreement to secure financing from the Alaska Department of Environmental Conservation ("ADEC") for the Ohlson Ln. and W. Bunnell Ave. Water Main Replacement Project.

**II. Background:**

This project is to replace the 60-year old, cast iron water main on Ohlson Ln. and W. Bunnell Ave., which is at the end of its useful life. On April 14, 2025, Resolution 25-031 authorized the City Manager to negotiate and execute a contract with East Road Services, Inc. for the construction of the Improvement and a notice to proceed was issued on April 28, 2025.

Much of the Funding for this project is coming from a loan that the City applied for from the ADEC's State Revolving fund. The State Revolving Fund doesn't technically issue grants, but they can issue loans and then forgive the loan, in whole or in part, which they call principal forgiveness. The loan for the Ohlson Ln. and W. Bunnell Ave. Water Main Replacement Project is for an amount not to exceed \$491,400, with 100 percent principal forgiveness.. The remainder of project funding is coming from the Water CARMA Fund.

Two resolutions are required before the City can fully execute a loan agreement with the ADEC. First, a resolution is needed to apply for the loan. Resolution 23-070 authorized the City to apply for a loan for this project. Second a resolution is needed to execute the loan agreement.

**RECOMMENDATIONS:**

That the City Council authorize the City Manager to execute and deliver a loan agreement to secure funds from ADEC (100 percent forgiven through use of an ADEC subsidy) under its Drinking Water Revolving Loan Program, in the amount not to exceed \$491,400 for the Ohlson Ln. and W. Bunnell Water Main Replacement.

City Manager/  
Public Works Director

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT REQUIRED BY THE STATE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION UNDER ITS DRINKING WATER REVOLVING LOAN PROGRAM IN CONNECTION WITH A FULLY FORGIVEN LOAN IN AN AMOUNT NOT TO EXCEED \$491,400 TO ASSIST IN FINANCING THE OHLSON LANE AND BUNNELL AVENUE WATER MAIN REPLACEMENT PROJECT.

WHEREAS, The City of Homer, Alaska (“City”) is a first class city organized and existing under the Constitution and laws of the State of Alaska and may exercise all legislative power not prohibited by law and the City has determined that matters set forth in this resolution are not prohibited by law; and

WHEREAS, Pursuant to Resolution No. 23-070, adopted by the City Council on July 24, 2023, the City Manager was authorized to apply for a loan from the State of Alaska, Department of Environmental Conservation (“ADEC”), from amounts held in its Drinking Water Revolving Loan Program Fund, to assist in financing the design and construction of the water main replacement project in connection with the Ohlson Lane/Bunnell Avenue Restoration project (“Project”); and

WHEREAS, **By letter dated June 15, 2025,** ADEC has conditionally approved the City's application for an amount not to exceed Four Hundred Ninety-One Thousand Four Hundred and No/100 Dollars (\$491,400.00), subject to terms and conditions set forth in a loan agreement ("Loan Agreement") attached hereto; and

WHEREAS, ADEC has represented to City staff that the ADEC Project loan is subject to one hundred percent (100%) loan forgiveness, with such term being set forth in the Loan Agreement; and

WHEREAS, It is in the best interest of the City to authorize the execution and delivery of the Loan Agreement by the City to secure the ADEC funding to assist in funding costs of the Project.

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**Section 1.** The Council hereby authorizes the City to borrow funds from the Alaska Department of Environmental Conservation ("ADEC"), in an amount not to exceed Four Hundred Ninety-One Thousand Four Hundred and No/100 Dollars (\$491,400.00), subject to repayment of such funds being fully forgiven by an ADEC subsidy. Such funds are being secured by the City to pay costs of the Project (as defined above).

**Section 2.** The Council hereby approves and authorizes the execution and delivery by the City Manager of the Loan Agreement ("Loan Agreement") by and between the City and ADEC, in substantially the draft form presented to Council at this meeting, **with such changes deemed by the City Manager to be appropriate and in the best interest of the City.** The City Manager is further authorized to delegate responsibility to appropriate City of Homer staff to carry out technical, financial, and administrative activities in connection with the Loan Agreement.

**Section 3.** That this Resolution shall take effect immediately upon passage.

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

CITY OF HOMER

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

ATTEST:

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

Fiscal Note: See Memorandum CC-25-132(A)





THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Environmental  
Conservation

DIVISION OF WATER  
PO Box 111800  
Juneau, Alaska 99811-1800  
Main: 907.465.6594  
Fax: 907.465.5177

June 16, 2025

Melissa Jacobsen  
City Manager  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603-7624

RE: Loan Agreement No. ADWF 409421-S for Ohlson & Bunnell Water Main Replacement

Dear Ms. Jacobsen:

Enclosed for signature is the loan agreement in the amount of \$491,400 for the Ohlson & Bunnell Water Main Replacement. This loan is provided with \$491,400 in loan forgiveness. A loan fee of 0.5 percent will be deducted from each disbursement.

Please return a copy of the fully signed loan agreement to [dec.facilities.grants.loans@alaska.gov](mailto:dec.facilities.grants.loans@alaska.gov) or mail a hard copy to the address identified below. The signed original agreement should be retained for your records.

Alaska Department of Environmental Conservation  
Division of Water  
Attn: State Revolving Loan Program  
555 Cordova Street  
Anchorage, Alaska 99501

This loan is not effective, and no disbursements will be made until the Department has received a copy of the fully signed agreement. If you have any questions regarding the loan agreement you may contact Young Ha, Program Manager, at 907-269-7544 or Josh Alvey, Project Engineer, at 907-269-1065.

Sincerely,

A handwritten signature in black ink, appearing to read "Carrie Bohan".

Carrie Bohan  
Facilities Programs Manager

Enclosure: ADWF No. 409421-S Ohlson & Bunnell Water Main Replacement Loan Agreement

**Drinking Water State Revolving Fund**

**Loan Agreement  
No. ADWF 409421-S**

**Between**

**State of Alaska  
Department of Environmental Conservation  
Division of Water  
State Revolving Fund Program**

**And**

**City of Homer**

<b>Ohlson &amp; Bunnell Water Main Replacement</b>	
Loan Amount	\$491,400
Subsidy Amount	\$491,400
Loan Fee	0.5%

## Table of Contents

<b>Article 1. Loan Terms</b>	<b>3</b>
1.01 Borrower Information	3
1.02 Project Description	3
1.03 Loan Amount	3
1.04 Principal Forgiveness	3
1.05 Loan Fee	3
<b>Article 2. General Terms and Conditions</b>	<b>4</b>
2.01 Accounting Practices	4
2.02 Timely Use of Funds	4
2.03 Disbursement of Funds	4
2.04 Principal Forgiveness	5
2.05 Loan Fee	5
2.06 Notification	5
2.07 Insurance	5
2.08 Environmental Review	6
2.09 Archeological and Historical Preservation	6
2.10 Site Access	7
2.11 Construction	7
2.12 Compliance with Laws, Regulations, Etc.	8
2.13 Project Completion	12
2.14 Amendments and Modifications	13
2.15 Loan Repayment	13
2.16 Disputes	13
2.17 Termination	13
2.18 Indemnification	13
2.19 Change of Ownership	14
<b>Article 3. Definitions</b>	<b>15</b>
<b>Article 4. Signatures</b>	<b>16</b>
<b>Exhibit "A" – List of Federal Laws and Authorities</b>	<b>18</b>

## **Article 1. Loan Terms**

This loan agreement ("Agreement") is made and entered into as of the date of final signature by the Alaska Department of Environmental Conservation ("Department") and the City of Homer ("Borrower") as identified in Article 4, and continues in full force and effect until the final day of the Agreement Period. This Agreement is made subject to, and conditional upon, the availability of funds.

### **1.01 Borrower Information**

Borrower Name:	City of Homer
Borrower Mailing Address:	491 East Pioneer Avenue, Homer, Alaska 99603-7624
Name of Authorized Signatory:	Melissa Jacobsen, City Manager
Resolution Number:	23-070

### **1.02 Project Description**

The Borrower shall use this loan to replace aging cast iron watermain at the end of its useful life.

### **1.03 Loan Amount**

\$491,400

### **1.04 Principal Forgiveness**

\$491,400

### **1.05 Loan Fee**

Fee: 0.5%

## **Article 2. General Terms and Conditions**

The Borrower shall comply with all applicable federal, state and local laws, requirements, and ordinances for the planning, design, construction, implementation, and administration of the Project and this Agreement, including but not limited to those identified in the General Terms and Conditions and Attachments.

### **2.01 Accounting Practices**

The Borrower shall separately account for all monies received from the Alaska Drinking Water Fund and shall maintain project accounts in accordance with generally accepted governmental accounting principles. The Department shall have the right to audit Borrower's records related to the Project.

### **2.02 Timely Use of Funds**

- a. Concurrent with the execution and delivery of this Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to complete the Project in a timely manner in accordance with all applicable loan conditions.
- b. The Department will, in its discretion, revoke this Agreement if the Borrower has not initiated (e.g., solicited a design or construction contractor for the project, applied for notice to proceed for construction projects, incurred eligible expenses, etc.) the Project within one year after signing the Agreement.

### **2.03 Disbursement of Funds**

Subject to the terms and conditions of this Agreement, the eligible project costs less other funding sources will be disbursed by the Department upon receipt and approval of Disbursement Requests and Quarterly Project Status Reports.

The Borrower shall submit Disbursement Requests and Quarterly Project Status Reports to the Department via the Division of Water's Online Application System (OASys). OASys may be accessed at the following link: <https://dec.alaska.gov/water/oasys>.

- a. Disbursement Requests and Quarterly Project Status Reports must be submitted to the Department within 30 days following the end of each calendar quarter.
- b. Should the Borrower fail to submit the Quarterly Project Status Reports as required, the Department will not process subsequent Disbursement Requests until a Quarterly Project Status Report is received.
- c. Departmental approvals required by this Agreement will not be unreasonably withheld.

- d. The Department will disburse funds only as necessary to complete the Project. Any funds remaining after completion of the Project will remain in the Alaska Drinking Water Fund.
- e. Borrower shall provide the Department with written evidence of materials and labor furnished to and performed upon the Project and such receipts of the payment of the same, releases, satisfactions and other signed statements and forms as the Department may reasonably require.
- f. The Department may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies.

#### **2.04 Principal Forgiveness**

As part of this Agreement, the Department has offered the Borrower \$491,400 of subsidy, in the form of principal forgiveness.

- a. Subsidy will be applied to each disbursement at 100% until all available subsidy has been applied.
- b. If no disbursement request is made within one year, the Department may take action to rescind the subsidy offer.

#### **2.05 Loan Fee**

- a. The Department will charge a fixed fee of one-half of one percent (0.5%) of the total amount of financial assistance disbursed. This fee shall be deducted from each disbursement at the time of payment.

#### **2.06 Notification**

Any disbursement or repayment made by the Department or Borrower under this Agreement shall be delivered by electronic transfer or by registered or certified mail.

- b. Any disbursement addressed to the Borrower shall be sent to:

Melissa Jacobsen, City Manager  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603-7624

#### **2.07 Insurance**

- a. If applicable, until the Project is completed by the Borrower, the Borrower (or at the option of the Borrower, the contractor) shall maintain insurance for the loss of the Project Facility for the benefit of the Department, the Borrower and the prime contractor, and all subcontractors, as their interests in the Project may appear. The

Borrower shall insure the Facility against loss or damage in an amount at least equal to the Eligible Project Costs.

- b. If applicable, an insurance policy issued pursuant to Section 2.07(a) must be written or endorsed to make losses payable to the Department and the Borrower as their interests may appear. The interests of the Department are limited to the unpaid principal balance of the loan and any finance charge and penalties accrued as of the date such loan may be paid in full as a result of any insurance payoff, following destruction or damage to the Project Facility.
- c. In the event the Borrower fails to maintain the full insurance coverage required by this Agreement, the Department may take out the required policies of insurance and pay the premiums. All amounts so advanced by the Department shall become an additional obligation of the Borrower to the Department.
- d. The Borrower shall require its contractors and subcontractors to maintain workers compensation, commercial general liability, property damage, and vehicle liability insurance. Until the Project is complete, the Borrower (or at the option of the Borrower, the contractor) shall maintain insurance for the loss of the facility for the benefit of the Department, the Borrower, the prime contractor, and all subcontractors, as their interests in the Project may appear.

## **2.08 Environmental Review**

Prior to initiating the Project, the Borrower shall consult with the Department to determine the required level of environmental review. The Department will notify the Borrower of the type of environmental documentation that will be required, if any.

The Borrower shall complete an environmental review in accordance with the State Environmental Review Process (SERP), and in compliance with state and federal environmental laws prior to any ground disturbing or construction activities conducted as part of this Project. Disbursement Requests for costs related to construction activities shall not be accepted until the SERP review has been completed. Any ground disturbing or construction activities that occur prior to the notification to the Borrower, by the Department, that Department's decision has been finalized are ineligible for reimbursement.

Any mitigation measures identified through the environmental review shall be fully implemented by the Borrower.

An environmental determination is valid for five years. Any activities occurring more than five years following the original environmental determination must undergo an additional review.

## **2.09 Archeological and Historical Preservation**

If historical or cultural artifacts are discovered during the Project, the Borrower shall immediately stop construction and implement reasonable measures to protect the discovery

site from further disturbance; take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site; and notify the concerned tribe's cultural staff or committee, the Department, and the State of Alaska's Historical Preservation Officer. If human remains are uncovered, the Borrower shall immediately report the presence and location of the remains to law enforcement, the concerned tribe's cultural staff or committee, and the Department.

## **2.10 Site Access**

The Department has the right, at all reasonable times, to enter the Project Site, for the purpose of inspecting the Project and Project Facility.

## **2.11 Construction**

- a. With the exception of land easements, all real estate and personal property constituting the Project Site and the Project must belong to the Borrower.
- b. The Borrower shall not begin construction until the Project has received an Approval to Construct (ATC), if one is required. If an ATC is not required by the Department's Drinking Water Program (DWP), the Borrower shall provide a statement from DWP to that effect.
  - i. In its approvals, the Department may specify changes or conditions to the plans and specifications.
  - ii. The Department must approve any subsequent changes to, or deviations from, approved plans.
- c. If an ATC as described in (b) above is not required, the Borrower shall not begin construction until the plans and specifications have been reviewed and approved by the assigned State Revolving Fund Program Engineer.
- d. Any construction contract estimated to equal or exceed \$100,000 shall be awarded through a competitive bidding process and any construction contract estimated to be less than \$100,000 may be negotiated if the Department approves the solicitation and negotiation procedures.
- e. All construction contracts and contractors' estimate forms shall be prepared so that materials and equipment may be readily itemized as to allowable project costs and non-eligible costs.
- f. Any change in a construction contract that will alter the contract specifications, time, or price, or will substantially modify the proposed treatment process, shall be submitted to the Department for approval if the Borrower wishes to have the modifications considered loan eligible.



- g. When applicable, the Borrower shall require each construction contractor to furnish a performance and payment bond in an amount at least equal to 100 percent of the contract price.
- h. Construction of the Project shall conform to applicable federal, state, and local laws, ordinances, and regulations.
- i. The Borrower shall proceed expeditiously and complete the Project in accordance with the Approved Application, project schedule, surveys, plans, profiles, cross-sections, specifications, and amendments.

## **2.12 Compliance with Laws, Regulations, Etc.**

The Borrower shall comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations, and requirements to include, but not limited to, the following:

- a. The “List of Federal Laws and Authorities (Federal ‘Cross-Cutting’ Authorities)” as identified in Exhibit “A” and made a part hereof.
- b. Lobbying

No portion of the loan amount may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

- c. Davis-Bacon Act

The Borrower must ensure compliance with the Davis-Bacon and Related Acts (DBRA), a collection of labor standards provisions administered by the Department of Labor, that are applicable to loans involving construction. These labor standards include:

- Davis Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more.
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

Applicable federal regulations include 29 CFR 1 – Procedures for Predetermination of Wage Rates and 29 CFR 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction. All applicable laws, executive orders, regulations, forms and posters are available through the DBRA website: <https://www.dol.gov/agencies/whd/government-contracts/construction>.

For construction, alteration, and repair of treatment works, the Borrower shall ensure that contract wages paid are the higher of the State or Federal wage rate on a classification by classification basis for the construction of the Project. Both prevailing wage rates established for the locality by the Alaska Department of Labor under AS 36.05.010, and Federal standards in accordance with 40 U.S.C. Subtitle II Part A Subchapter IV (commonly referred to as the "Davis-Bacon Act") apply. Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

- i. The Borrower shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) less than 10 days before posting. Wages are locked-in at bid opening if awarded within 90 days. Wages must be updated if contract award is more than 90 days after bid opening. Once a Davis-Bacon wage rate has been locked, it stays in effect for the duration of the project. These wage determinations shall be incorporated into solicitations and any subsequent contracts. In addition, the wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor or subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- ii. The Borrower shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub-contracts in excess of \$2,000. Borrower shall ensure no contracts are awarded to contractors excluded from federal contracts. The Borrower may access suspension and debarment information at <http://www.sam.gov>.
- iii. The Borrower shall periodically interview a representative portion of the work force entitled to Davis-Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- iv. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. In addition, during the examinations, the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions. The Borrower shall maintain records sufficient to document compliance with DBRA, and make such records available for review upon request.
- v. In addition, the Borrower shall consult with the Department on any required contract or bid document language to ensure that appropriate federal DBRA

material is included in the documentation. The Borrower must include the following text on all contracts: "By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants."

d. Title I – Employment of the Americans with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title I-Employment of the Americans with Disabilities Act of 1990 (P.L. 101-336), and in accordance with Title I of that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

e. Title II-Public Services of the Americans with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

f. Title II, Part 35, Section 35.151 of the Americans with Disabilities Act "New Construction and Alterations"

When applicable, the Borrower shall comply with Title II, Part 35, Section 35.151 of the Americans with Disabilities Act "New Construction and Alterations."

- i. Design and construction: Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.
- ii. Alteration: Each facility or part of a facility altered by, on behalf, of or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.
- iii. Accessibility standards: Design, construction or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR part 101-19.6) or with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the requirements of this section with

respect to those facilities, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.5(1)(j) of ADAAG shall not apply.

- g. Title III, Part 36, Section 36.401 of the American with Disabilities Act “New Construction”

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.401 of the Americans with Disabilities Act “New Construction.” Except as provided in paragraph (b) and (c) of the Act, discrimination for purposes of this part includes a failure to design and construct facilities for first occupancy after January 26, 1993, that are readily accessible to and usable by individuals with disabilities.

- h. Title III, Part 36, Section 36.402 of the Americans with Disabilities Act “Alterations”

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.402 of the Americans with Disabilities Act “Alterations.”

- i. General: Any alteration to a place of public accommodation or a commercial facility, after January 26, 1992, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.
- ii. Alteration: An alteration is a change to a place of public accommodation or a commercial facility that affects or could affect the usability of the building or facility or any part thereof.

- i. 2 CFR Part 180, Responsibilities of Participants Regarding Transactions

The Borrower shall fully comply with Subpart C of 2 CFR Part 180, entitled “Responsibilities of Participants Regarding Transactions.” The Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Borrower acknowledges that failing to disclose the information required under 2 CFR Part 180 may result in the delay or negation of this assistance Agreement, or pursuance of legal remedies, including suspension and debarment.

- j. American Iron and Steel

Per the “America’s Water Infrastructure Act of 2018,” none of the funds made available to the Borrower through this Agreement shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States, unless the Department approved engineering plans and specifications prior to December 16, 2014.

The Borrower may request a waiver to this requirement if:

- i. It is inconsistent with the public interest;
- ii. Iron and steel products that are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- iii. Inclusion of iron and steel products produced in the United States that will increase the cost of the overall Project by more than 25 percent.

Waiver requests shall be submitted to the Department by the Borrower; the Department will then forward the request to the Environmental Protection Agency (EPA) for consideration. EPA will make a copy of the request, and information available to the Administrator concerning the request, available to the public on an EPA website for at least fifteen days for informal public input prior to making a finding.

## **2.13 Project Completion**

- a. Prior to initiation of operations, the Borrower shall submit to the Department the following:
  - i. Criteria for project performance.
  - ii. An adopted water use ordinance and a user charge.
- b. Upon substantial completion of the Project, the Borrower shall initiate operation of the Project Facility and immediately notify the Department in writing of initiation of operation. If construction is complete except for minor items, and the facility is operating, but the Borrower has not sent a notice of initiation of operation, the Department will, in its discretion, assign an initiation of operations date.
- c. For any Project that requires an Approval to Construct from the Department, the Borrower must obtain a Final Approval to Operate.
- d. Upon initiation of operation, the Borrower shall certify that the Project Facility is and will be operated by sufficient qualified operating personnel certified by the State of Alaska.
- e. Within one year of the initiation of operation, the Borrower shall
  - i. Be subject to a final inspection by the Department;
  - ii. Submit to the Department a manual for operations and maintenance of the Project Facility for Department approval;
  - iii. Submit to the Department a certification that the facility is performing up to design standards.

- f. Nothing contained in this Agreement shall be construed as an obligation or pledge of the Borrower to appropriate or expend general funds or revenues of the Borrower to repay the Subsidy, or operate or maintain the Project Facility.

#### **2.14 Amendments and Modifications**

This Agreement may only be modified or amended in writing and executed by the authorized representatives of all parties to this Agreement.

#### **2.15 Loan Repayment**

In the event that the subsidy is revoked per Section 2.02(c), this Agreement may be amended to include loan repayment conditions.

#### **2.16 Disputes**

The Borrower shall raise any concerns or issues it may have regarding the Project with the Department promptly and prior to project completion. If those concerns or issues are not satisfactorily resolved, the Borrower shall promptly give written notice to the Department with a detailed description of the continuing concerns or issues. Jurisdiction and venue for any legal dispute shall be in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, and in no other court or location. In the event of a legal dispute, both parties knowingly and voluntarily waive their right to trial by jury (including any advisory jury) and elect to have the dispute tried only to a judge. In the event of litigation, the prevailing party shall be entitled to an award of its reasonable, actual attorney's fees and costs of litigation. Each party has had an opportunity to review this Agreement with legal counsel of its choosing (or waived such opportunity), therefore this Agreement shall not be interpreted in favor of either party. This Agreement shall be governed by the laws of the State of Alaska.

#### **2.17 Termination**

The Department may cancel all or any part of this Agreement if:

- a. Any representation or other statement made by the Borrower to the Department in connection with its application for a loan from the Alaska Drinking Water Fund is incorrect or incomplete in any material respect;
- b. The Borrower has violated commitments made in the Approved Application and supporting documents, has not adhered to the regulations of the Alaska Drinking Water Fund (18 AAC 76), has violated any of the terms of this Agreement; or
- c. The financial position of the Borrower has, in the opinion of the Department, suffered a materially adverse change.

#### **2.18 Indemnification**

The Borrower shall defend with counsel of the Department's choosing, indemnify, and hold harmless the Department and the State of Alaska, and their agents, servants, contractors, and

employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this funding or the Project for which the funding is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of employees or agents of the Department or the State of Alaska.

## **2.19 Change of Ownership**

The Borrower may not sell, transfer, assign, or encumber any of its rights, obligations, or assets related to this loan or Project without express prior written consent of the Department. If the Borrower intends to sell, transfer, assign, or encumber any of the rights, obligations, or assets related to the loan or Project, it must provide the Department with at least 60 days written notice prior to the sale, transfer, assignment, or encumbrance.

If the Department has not consented to the sale, transfer, assignment, or encumbrance of the rights, obligations, or assets related to the loan or Project, upon that sale, transfer, assignment, or encumbrance, and at the Department's sole discretion, the loan may be immediately due and payable in full. Alternatively, at the Department's sole discretion, the Department may approve the new owner to take on the rights, obligations, or assets related to the loan or Project, contingent upon successful approval by the Department of the same Financial Capacity Assessment and approvals that the original Borrower was subject to. In the event of any sale, transfer, or assignment of the rights, obligations, or assets related to the loan or Project, the Project must continue to adhere to the project description as outlined in the original loan agreement.

In all cases, the owner of the rights, obligations, or assets related to the loan or Project must maintain the Project for the life of the Project.

### Article 3. Definitions

Except where the context clearly indicates otherwise, terms used in this Agreement will have the meaning ascribed to them in this section.

- a. “Approved Application” means the application submitted to the Department on March 11, 2025, together with all attachments and supporting documentation, as approved by the Department.
- b. “Agreement Period” means the time period commencing on the date this Agreement is signed by the Department’s Finance Officer and terminating on the date the Borrower repays the loan in full.
- c. “Eligible Project Costs” include the following costs disbursed from the Alaska Drinking Water Fund, estimated to not exceed \$491,400 for demolition, construction, engineering, machinery, furnishings, equipment, surveys, plans, estimates, specifications, necessary insurance, financial and environmental investigations, laboratory testing, resident engineering and inspection fees, force account, legal expenses, and any other necessary miscellaneous expenditures, minus the amount of any grant applicable foregoing costs.
- d. “Initiation of Operation” means the date of which the Project or Project Facility begins operating for the purposes for which it was planned, designed, or built.
- e. “Iron and Steel Products” means the following products are primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps, and restraints, vales, structural steel, reinforced precast concrete, construction materials.
- f. “Project” means the activities or documents described in Article 1.02.
- g. “Project Facility” means the water treatment plant, distribution system, or related facilities in which Project activities are occurring.
- h. “Project Site” means the location at which the Project activities are occurring.
- i. “Subsidy” means principal forgiveness awarded under this Agreement.

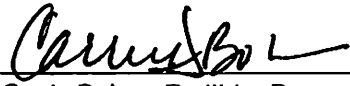


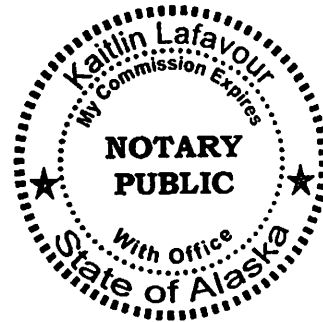
#### Article 4. Signatures

This Agreement is binding upon the parties specified below, and to any person, office, or board succeeding either of the parties. This Agreement may not be assigned by the Borrower without written consent of the Department.

Nothing in this Agreement, whether or not accepted, may be deemed to constitute a contractual obligation on the part of the Department until the Agreement is signed by all parties.

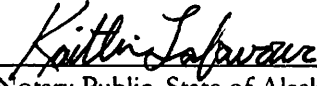
#### Alaska Department of Environmental Conservation

By:   
Carrie Bohan, Facilities Programs Manager  
Division of Water



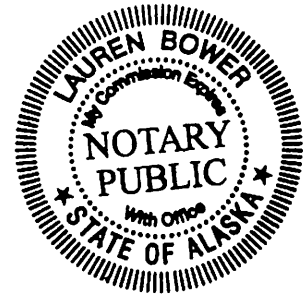
#### ACKNOWLEDGEMENT STATE OF ALASKA First Judicial District

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2025

  
Notary Public, State of Alaska  
My commission expires: with office

#### Alaska Department of Environmental Conservation

By:   
Cathy Dallaire, Administrative Operations Manager  
Division of Administrative Services



#### ACKNOWLEDGEMENT STATE OF ALASKA First Judicial District

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2025

  
Notary Public, State of Alaska  
My commission expires: with office

By: \_\_\_\_\_  
Melissa Jacobsen  
City Manager

**ACKNOWLEDGEMENT  
STATE OF ALASKA  
Third Judicial District**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_



**Exhibit “A” – List of Federal Laws and Authorities  
(FEDERAL CROSS-CUTTING AUTHORITIES)**

**Environmental and Cultural Authorities:**

- Archeological and Historic Preservation Act of 1974, Public Law 93-291
- Archeological Resources Protection Act, Public Law 96-95 as amended
- Bald and Golden Eagle Protection Act, 16 U.S.C. 668-668c
- Clean Air Act, Public Law 95-95, as amended
- Clean Water Act, Public Law 92-50, as amended
- Coastal Barriers Resources Act, Public Law 97-348
- Coastal Zone Management Act of 1972, Public Law 92-583, as amended
- Consultation and Coordination with Indian Tribal Governments, Executive Order 13175
- Endangered Species Act, Public Law 93-2015 as amended
- Environmental Justice, Executive Order 12898
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Public Law 94-265, as amended
- Farmland Protection Policy Act, Public Law 97-98
- Fish and Wildlife Coordination Act, Public Law 85-624, as amended
- Floodplain Management, Executive Order 11988, as amended by Executive Order 13690
- Marine Mammal Protection Act, 16 U.S.C. 1361
- Migratory Bird Treaty Act, 16 U.S.C. 703
- National Historic Preservation Act of 1966, Public Law 89-665
- Native American Graves Protection and Repatriation Act, Public Law 101-601
- Protection and Enhancement of the Cultural Environment, Executive Order 11593
- Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608
- Rivers and Harbors Act, 33 U.S.C. 403
- Safe Drinking Water Act, Public Law 93-523, as amended
- Wild and Scenic Rivers Act, Public Law 90-542

**Social Policy Authorities:**

- Age Discrimination Act of 1975, Public Law 94-135
- Title VI of the Civil Rights Act of 1964, Public Law 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Public Law 93-112
- Equal Employment Opportunity, Executive Order 11246
- Disadvantage Business Enterprise Provisions
  - Promoting the Use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138, and 12432
  - Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
  - Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies appropriations Act of 1993, Public Law 102-389

**Economic Authorities:**

- Procurement Prohibitions Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, included Executive Order 11738, Administration of the Clean Water Act with Respect to Federal Contracts, Grants, or Loans
- Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended

**Miscellaneous Authority:**

- Debarment and Suspension, Executive Order 12549
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646 as amended
- Preservation of Open Competition and Government Neutrality Towards Government contractors' Labor Relations on Federally Funded Constructed Projects, Executive Order 13202, as amended by Executive Order 13208
- Prohibition Against Sex Discrimination Under the Federal Water Pollution Control Act, Section 13 of Public Law 92-500
- 40 CFR Part 34, New Restrictions on Lobbying



# MEMORANDUM

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**Resolution 25-048, A Resolution of the City Council of Homer, Alaska Authorizing the City Manager to Accept Loan Funds from the State of Alaska Department of Environmental Conservation Under its Alaska Clean Water Fund Program in an Amount Not to Exceed \$324,000 to Finance the Ohlson Lane West Bunnell Avenue Water and Stormwater Drain Project. City Manager/Public Works Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** City Council  
**Date:** May 1, 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 approval to allow the City Manager to accept loan funds from the Alaska Department of Environmental Conservation (ADEC) for the Ohlson Ln. and W. Bunnell Ave. Water and Storm Drain Project.

**II. Background:**

This project is to add storm drain, curb and gutter to Ohlson Ln. and W. Bunnell Ave. On April 14, 2025, Resolution 25-031 authorized the City Manager to negotiate and execute a contract with East Road Services, Inc. for the construction of the Improvement and a notice to proceed was issued on April 28, 2025.

Much of the Funding for this project is coming from a loan that the City applied for from the ADEC's State Revolving fund. The State Revolving Fund doesn't technically issue grants, but they can issue loans and then forgive a portion of the loan, which they call principal forgiveness. The loan for the Ohlson Ln. and W. Bunnell Ave. Water and Storm Drain Project has \$324,000 in principal forgiveness attached. The rest of the project funding is coming from the HART Roads Fund.

Two resolutions are required before the City can fully execute a loan with the ADEC. First, a resolution is needed to apply for the loan. Resolution 23-068 authorized the City to apply for a loan for this project. Second a resolution is also needed to accept the loan funds. According to the City Attorney these can't be done in the same resolution.

**RECOMMENDATIONS:**

That the City Council authorizes the City Manager to accept loan funds from the ADEC under its Clean Water Fund Program in the amount of \$324,000 for the Ohlson Ln. and W. Bunnell Water and Storm Drain Project and execute the appropriate documents.

**Attachments:**

Resolution 25-031

Resolution 23-068



**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Public Works Director

**RESOLUTION 23-068**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
AUTHORIZING THE CITY MANAGER TO APPLY FOR CLEAN WATER  
STATE REVOLVING LOAN FUNDS FROM THE ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION IN THE  
AMOUNT OF \$324,000 TO PROVIDE UPGRADED STORM WATER  
IMPROVEMENTS AS PART OF THE OHLSON LANE AND BUNNELL  
AVENUE PAVEMENT RESTORATION PROJECT.

WHEREAS, Nelson Engineering (Nelson) was commissioned to design the Ohlson Lane/Bunnell Avenue Pavement Restoration Project, which included basic road-side ditches and culverts to convey storm water; and

WHEREAS, During the investigation of the existing conditions, we determined more comprehensive improvements were needed to address chronic drainage issues; and

WHEREAS, The 2022 estimated costs of the storm water upgrades is \$324,491; and

WHEREAS, The storm water upgrade project is listed on the Alaska Department of Environmental Conservation's FY24 Intended Use Plan for Clean Water State Revolving Loan Funds and the City is eligible for a Principal Forgiveness Subsidy in the amount of \$324,000; and

WHEREAS, In order to receive this subsidy, the City must apply for the loan funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby authorizes the City Manager to apply for Clean Water State Revolving Loan Funds in the amount of \$324,000 for the storm water upgrades to the Ohlson Lane/Bunnell Avenue Pavement Restoration Project and to execute the necessary documents.

PASSED AND ADOPTED by the Homer City Council this 24<sup>th</sup> day of July, 2023.

CITY OF HOMER



KEN CASTNER, MAYOR



ATTEST:

*Melissa Jacobsen*

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A





**CITY OF HOMER  
HOMER, ALASKA**

City Clerk

**RESOLUTION 25-031**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
AWARDING THE CONTRACT FOR THE OHLSON LANE WEST  
BUNNELL AVENUE ROADWAY AND WATER IMPROVEMENT  
PROJECT TO EAST ROAD SERVICES, INC OF HOMER, ALASKA IN  
THE AMOUNT NOT TO EXCEED \$2,064,000 AND AUTHORIZE THE  
CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE  
DOCUMENTS.

WHEREAS, In accordance with the Procurement Policy the Invitation to Bid was  
advertised in the Homer News on February 28, 2025 and March 6, 2025, in the Anchorage Daily  
News on March 9, 2025; and

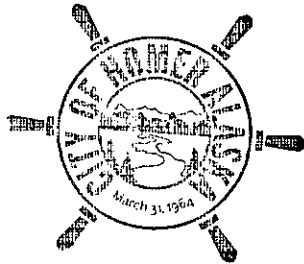
WHEREAS, The Invitation to Bid was listed with three plans rooms in the State and on  
the City website; and

WHEREAS, There were Seven Addendums issued and bids were due by 2:00 p.m. on  
Tuesday, April 8, 2025, and five bids were received; and

WHEREAS, Bids were reviewed in accordance to the criteria established and it was  
determined that the firm of East Road Services, Inc. of Homer, Alaska provided the overall best  
selection for the services requested as identified in the Invitation to Bid documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards the  
Contract for the Ohlson Lane West Bunnell Roadway and Water Improvement Project to East  
Road Services, Inc. of Homer, Alaska, in the Amount Not to Exceed \$2,064,000 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*  
RENEE KRAUSE, MMC, CITY CLERK

Fiscal Note: Ordinance 24-61 appropriated \$2,000,000 from HART Roads; \$1,997,500 remains.



such funds being fully forgiven by an ADEC subsidy. Such funds are being secured by the City to pay costs of the Project (as defined above).

**Section 2.** The Council hereby approves, and authorizes the execution and delivery by the City Manager of the Loan Agreement ("Loan Agreement") by and between the City and ADEC, in substantially the draft form presented to Council at this meeting. The City Manager is further authorized to delegate responsibility to appropriate City of Homer staff to carry out technical, financial, and administrative activities in connection with the Loan Agreement.

**Section 3.** That this Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Homer City Council this 12<sup>th</sup> of May, 2025.

CITY OF HOMER

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

ATTEST:

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

Fiscal Note: Refer to Memorandum CC-25-132



# MEMORANDUM

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**Resolution 25-048(S), A Resolution of the City Council of Homer, Alaska Authorizing the Execution and Delivery of a Loan Agreement Required by the State of Alaska Department of Environmental Conservation Under its Clean Water Revolving Loan Program in Connection with a Fully Forgiven Loan in an Amount Not to Exceed \$324,000 to Assist in Financing the Ohlson Lane and Bunnell Avenue Storm Drain Upgrade Project.**

**City Manager/Public Works Director.**

**Item Type:** Backup Memorandum  
**Prepared For:** City Council  
**Date:** May 1, 2025  
**From:** Daniel Kort, Public Works Director  
**Through:** Melissa Jacobsen, City Manager

---

**I. Issue:** The purpose of this Memorandum is to request authorization for the City Manager to execute and deliver a loan agreement to secure financing from the Alaska Department of Environmental Conservation ("ADEC") for the for the Ohlson Ln. and W. Bunnell Ave. Storm Drain Project.

**II. Background:**

This project is to add storm drain, curb and gutter to Ohlson Ln. and W. Bunnell Ave. On April 14, 2025, Resolution 25-031 authorized the City Manager to negotiate and execute a contract with East Road Services, Inc. for the construction of the Improvement and a notice to proceed was issued on April 28, 2025.

Much of the Funding for this project is coming from a loan that the City applied for from the ADEC's State Revolving fund. The State Revolving Fund doesn't technically issue grants, but they can issue loans and then forgive the loan, in whole or part which they call principal forgiveness. The loan for the Ohlson Ln. and W. Bunnell Ave. Water and Storm Drain Project is for an amount not to exceed \$324,000, with 100 percent principal forgiveness. The remainder of project funding is coming from the HART Roads Fund.

Two resolutions are required before the City can fully execute a loan with the ADEC. First, a resolution is needed to apply for the loan. Resolution 23-068 authorized the City to apply for a loan for this project. Second a resolution is also needed to execute the loan agreement.

**RECOMMENDATIONS:**

That the City Council authorize the City Manager to execute and deliver a loan agreement to secure funds from ADEC (100 percent forgiven through use of an ADEC subsidy) under its Clean Water Revolving Loan Program, in the amount not to exceed \$324,000 for the Ohlson Ln. and W. Bunnell Storm Drain Project.

**Attachments:**

Resolution 25-031

Resolution 23-068

City Manager/  
Public Works Director

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT REQUIRED BY THE STATE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION UNDER ITS CLEAN WATER REVOLVING LOAN PROGRAM IN CONNECTION WITH A FULLY FORGIVEN LOAN IN AN AMOUNT NOT TO EXCEED \$324,000 TO ASSIST IN FINANCING THE OHLSON LANE AND BUNNELL AVENUE STORM DRAIN UPGRADE PROJECT.

WHEREAS, the City of Homer, Alaska (“City”) is a first class city organized and existing under the Constitution and laws of the State of Alaska and may exercise all legislative power not prohibited by law and the City has determined that matters set forth in this resolution are not prohibited by law; and

WHEREAS, pursuant to Resolution No. 23-068, adopted by the City Council on July 24, 2023, the City Manager was authorized to apply for a loan from the State of Alaska, Department of Environmental Conservation (“ADEC”), from amounts held in its Clean Water Revolving Loan Program, to assist in financing the design and construction of certain storm drain upgrades in connection with the Ohlson Lane/Bunnell Avenue Restoration project (“Project”); and

WHEREAS, **by letter dated June 16, 2025,** ADEC has conditionally approved the City's application for an amount not to exceed Three Hundred Twenty-Four Thousand and No/100 Dollars (\$324,000.00), subject to terms and conditions set forth in a loan agreement ("Loan Agreement") attached hereto; and

WHEREAS, ADEC has represented to City staff that the ADEC Project loan is subject to one hundred percent (100%) loan forgiveness, with such term being set forth in the Loan Agreement; and

WHEREAS, it is in the best interest of the City to authorize the execution and delivery of the Loan Agreement by the City to secure the ADEC funding to assist in funding costs of the Project;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOMER, ALASKA:

**Section 1.** The Council hereby authorizes the City to borrow funds from the Alaska Department of Environmental Conservation (“ADEC”), in an amount not to exceed Three Hundred Twenty-Four Thousand and No/100 Dollars (\$324,000.00), subject to repayment of

such funds being fully forgiven by an ADEC subsidy. Such funds are being secured by the City to pay costs of the Project (as defined above).

**Section 2.** The Council hereby approves, and authorizes the execution and delivery by the City Manager of the Loan Agreement (“Loan Agreement”) by and between the City and ADEC, in substantially the draft form presented to Council at this meeting, **with such changes deemed by the City Manager to be appropriate and in the best interest of the City.** The City Manager is further authorized to delegate responsibility to appropriate City of Homer staff to carry out technical, financial, and administrative activities in connection with the Loan Agreement.

**Section 3.** That this Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Homer City Council on this 28th of July, 2025.

CITY OF HOMER

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

ATTEST:

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

Fiscal Note: See Memorandum CC-25-133



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Environmental  
Conservation

DIVISION OF WATER  
PO Box 111800  
Juneau, Alaska 99811-1800  
Main: 907.465.6594  
Fax: 907.465.5177

June 16, 2025

Melissa Jacobsen  
City Manager  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603-7624

RE: Loan Agreement No. ACWF 409431-S for Ohlson & Bunnell Storm Drain

Dear Ms. Jacobsen:

Enclosed for signature is the loan agreement in the amount of \$324,000 for the Ohlson & Bunnell Storm Drain. This loan is provided with \$324,000 in loan forgiveness. A loan fee of 0.5 percent will be deducted from each disbursement.

Please return a copy of the fully signed loan agreement to [dec.facilities.grants.loans@alaska.gov](mailto:dec.facilities.grants.loans@alaska.gov) or mail a hard copy to the address identified below. The signed original agreement should be retained for your records.

Alaska Department of Environmental Conservation  
Division of Water  
Attn: State Revolving Loan Program  
555 Cordova Street  
Anchorage, Alaska 99501

This loan is not effective, and no disbursements will be made until the Department has received a copy of the fully signed agreement. If you have any questions regarding the loan agreement you may contact Young Ha, Program Manager, at 907-269-7544 or Josh Alvey, Project Engineer, at 907-269-1065.

Sincerely,

A handwritten signature in black ink, appearing to read "Carrie Bohan".

Carrie Bohan  
Facilities Programs Manager

Enclosure: ACWF No. 409431-S Ohlson & Bunnell Storm Drain Loan Agreement



**Clean Water State Revolving Fund**

**Loan Agreement  
No. ACWF 409431-S**

**Between**

**State of Alaska  
Department of Environmental Conservation  
Division of Water  
State Revolving Fund Program**

**And**

**City of Homer**

<b>Ohlson &amp; Bunnell Storm Drain</b>	
Loan Amount	\$324,000
Subsidy Amount	\$324,000
Loan Fee	0.5%

## Table of Contents

<b>Article 1. Loan Terms</b>	<b>3</b>
<b>1.01 Borrower Information</b>	<b>3</b>
<b>1.02 Project Description</b>	<b>3</b>
<b>1.03 Loan Amount</b>	<b>3</b>
<b>1.04 Principal Forgiveness</b>	<b>3</b>
<b>1.05 Loan Fee</b>	<b>3</b>
<b>Article 2. General Terms and Conditions</b>	<b>4</b>
<b>2.01 Accounting Practices</b>	<b>4</b>
<b>2.02 Timely Use of Funds</b>	<b>4</b>
<b>2.03 Disbursement of Funds</b>	<b>4</b>
<b>2.04 Principal Forgiveness</b>	<b>5</b>
<b>2.05 Loan Fee</b>	<b>5</b>
<b>2.06 Notification</b>	<b>5</b>
<b>2.07 Insurance</b>	<b>5</b>
<b>2.08 Environmental Review</b>	<b>6</b>
<b>2.09 Archaeological and Historical Preservation</b>	<b>6</b>
<b>2.10 Cost and Effectiveness Analysis</b>	<b>7</b>
<b>2.11 Fiscal Sustainability Plan</b>	<b>7</b>
<b>2.12 Site Access</b>	<b>8</b>
<b>2.13 Construction</b>	<b>8</b>
<b>2.14 Compliance with Laws, Regulations, Etc.</b>	<b>9</b>
<b>2.15 Project Completion</b>	<b>12</b>
<b>2.16 Amendments and Modifications</b>	<b>13</b>
<b>2.17 Loan Repayment</b>	<b>13</b>
<b>2.18 Disputes</b>	<b>13</b>
<b>2.19 Termination</b>	<b>14</b>
<b>2.20 Indemnification</b>	<b>14</b>
<b>2.21 Change of Ownership</b>	<b>14</b>
<b>Article 3. Definitions</b>	<b>16</b>
<b>Article 4. Signatures</b>	<b>17</b>
<b>Exhibit "A" – List of Federal Laws and Authorities</b>	<b>19</b>

## **Article 1. Loan Terms**

This loan agreement ("Agreement") is made and entered into as of the date of final signature by the Alaska Department of Environmental Conservation ("Department") and the City of Homer ("Borrower") as identified in Article 4, and continues in full force and effect until the final day of the Agreement Period. This Agreement is made subject to, and conditional upon, the availability of funds.

### **1.01 Borrower Information**

Borrower Name:	City of Homer
Borrower Mailing Address:	491 East Pioneer Avenue, Homer, Alaska 99603-7624
Name of Authorized Signatory:	Melissa Jacobsen, City Manager
Resolution Number:	23-068

### **1.02 Project Description**

The Borrower shall use this loan to install storm drain in conjunction with a planned roadway improvement project.

### **1.03 Loan Amount**

\$324,000

### **1.04 Principal Forgiveness**

\$324,000

### **1.05 Loan Fee**

Fee: 0.5%

## **Article 2. General Terms and Conditions**

The Borrower shall comply with all applicable federal, state and local laws, requirements, and ordinances for the planning, design, construction, implementation, and administration of the Project and this Agreement, including but not limited to those identified in the General Terms and Conditions and Attachments.

### **2.01 Accounting Practices**

The Borrower shall separately account for all monies received from the Alaska Clean Water Fund and shall maintain project accounts in accordance with generally accepted governmental accounting principles. The Department shall have the right to audit Borrower's records related to the Project.

### **2.02 Timely Use of Funds**

- a. Concurrent with the execution and delivery of this Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to complete the Project in a timely manner in accordance with all applicable loan conditions.
- b. The Department will, in its discretion, revoke this Agreement if the Borrower has not initiated (e.g., solicited a design or construction contractor for the project, applied for notice to proceed for construction projects, incurred eligible expenses, etc.) the Project within one year after signing the Agreement.

### **2.03 Disbursement of Funds**

Subject to the terms and conditions of this Agreement, the eligible project costs less other funding sources will be disbursed by the Department upon receipt and approval of Disbursement Requests and Quarterly Project Status Reports.

The Borrower shall submit Disbursement Requests and Quarterly Project Status Reports to the Department via the Division of Water's Online Application System (OASys). OASys may be accessed at the following link: <https://dec.alaska.gov/water/oasys>.

- a. Disbursement Requests and Quarterly Project Status Reports must be submitted to the Department within 30 days following the end of each calendar quarter.
- b. Should the Borrower fail to submit the Quarterly Project Status Reports as required, the Department will not process subsequent Disbursement Requests until a Quarterly Project Status Report is received.
- c. Departmental approvals required by this Agreement will not be unreasonably withheld.
- d. The Department will disburse funds only as necessary to complete the Project. Any funds remaining after completion of the Project will remain in the Alaska Clean Water Fund.

- e. Borrower shall provide the Department with written evidence of materials and labor furnished to and performed upon the Project and such receipts of the payment of the same, releases, satisfactions and other signed statements and forms as the Department may reasonably require.
- f. The Department may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies.

#### **2.04 Principal Forgiveness**

As part of this Agreement, the Department has offered the Borrower \$324,000 of subsidy, in the form of principal forgiveness.

- a. Subsidy will be applied to each disbursement at 100% until all available subsidy has been applied.
- b. If no disbursement request is made within one year, the Department may take action to rescind the subsidy offer.

#### **2.05 Loan Fee**

- a. The Department will charge a fixed fee of one-half of one percent (0.5%) of the total amount of financial assistance disbursed. This fee shall be deducted from each disbursement at the time of payment.

#### **2.06 Notification**

Any disbursement made by the Department under this Agreement shall be delivered by electronic transfer or by registered or certified mail.

- a. Any disbursement addressed to the Borrower will be sent to:

Melissa Jacobsen, City Manager  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603-7624

#### **2.07 Insurance**

- a. If applicable, until the Project is completed by the Borrower, the Borrower (or at the option of the Borrower, the contractor) shall maintain insurance for the loss of the Project Facility for the benefit of the Department, the Borrower and the prime contractor, and all subcontractors, as their interests in the Project may appear. The Borrower shall insure the Facility against loss or damage in an amount at least equal to the Eligible Project Costs.

- b. If applicable, an insurance policy issued pursuant to Section 2.07(a) must be written or endorsed to make losses payable to the Department and the Borrower as their interests may appear. The interests of the Department are limited to the unpaid principal balance of the loan and any finance charge and penalties accrued as of the date such loan may be paid in full as a result of any insurance payoff, following destruction or damage to the Project Facility.
- c. In the event the Borrower fails to maintain the full insurance coverage required by this Agreement, the Department may take out the required policies of insurance and pay the premiums. All amounts so advanced by the Department will become an additional obligation of the Borrower to the Department.
- d. The Borrower shall require its contractors and subcontractors to maintain workers compensation, commercial general liability, property damage, and vehicle liability insurance. Until the Project is complete, the Borrower (or at the option of the Borrower, the contractor) shall maintain insurance for the loss of the facility for the benefit of the Department, the Borrower, the prime contractor, and all subcontractors, as their interests in the Project may appear.

## **2.08 Environmental Review**

Prior to initiating the Project, the Borrower shall consult with the Department to determine the required level of environmental review. The Department will notify the Borrower of the type of environmental documentation that will be required, if any.

The Borrower shall complete an environmental review in accordance with the State Environmental Review Process (SERP), and in compliance with state and federal environmental laws prior to any ground disturbing or construction activities conducted as part of this Project. Disbursement Requests for costs related to construction activities will not be accepted until the SERP review has been completed. Any ground disturbing or construction activities that occur prior to the notification to the Borrower, by the Department, that Department's decision has been finalized are ineligible for reimbursement.

Any mitigation measures identified through the environmental review shall be fully implemented by the Borrower.

An environmental determination is valid for five years. Any activities occurring more than five years following the original environmental determination must undergo an additional review.

## **2.09 Archaeological and Historical Preservation**

If historical or cultural artifacts are discovered during the Project, the Borrower shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance; take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site; and notify the concerned tribe's cultural staff or committee,

the Department, and the State of Alaska's Historical Preservation Officer. If human remains are uncovered, the Borrower shall immediately report the presence and location of the remains to law enforcement, the concerned tribe's cultural staff or committee, and the Department.

## **2.10 Cost and Effectiveness Analysis**

Under the Federal Water Pollution Control Act section 602(b)(13), the Borrower shall certify that they have conducted studies and evaluations for determining the cost and effectiveness of the Project. The cost and effectiveness analysis at minimum requires:

- a. the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed Project or activity for which assistance is sought under this title; and
- b. the selection, to the maximum extent practicable, of a Project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account: the cost of constructing the Project or activity; the cost of operating and maintaining the Project or activity over the life of the Project or activity; and, the cost of replacing the Project or activity.
- c. Certification shall be provided to the Department by the Borrower before proceeding with final design or construction. The Borrower must use the certification form supplied by the Department to ensure compliance with this requirement.

## **2.11 Fiscal Sustainability Plan**

- a. The Borrower shall, under amendments to the Federal Water Pollution Control Act, under Section 603(d)(1)(E), have a Fiscal Sustainability Plan (FSP) that covers the funded Project and closely associated components in place by the time of submission of the final disbursement request.
- b. A FSP is a living document that is regularly reviewed, revised, expanded, and implemented as an integral part of the operation and management of the system. The plan, at a minimum, shall include the following:
  - i. An inventory of critical assets that are a part of the treatment works;
  - ii. An evaluation of the condition and performance of inventoried assets or asset groupings;
  - iii. A certification that the Borrower has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
  - iv. A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

- c. The Borrower shall certify, on a Department supplied form, that they have developed and are implementing a FSP. Department specific FSP development criteria may either be obtained through the contact information given under Article 2.06 of this Agreement, or through the Department's web site at the following web address:  
<http://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund/guidance-and-forms>

## **2.12 Site Access**

The Department has the right, at all reasonable times, to enter the Project Site, for the purpose of inspecting the Project and Project Facility.

## **2.13 Construction**

- a. With the exception of land easements, all real estate and personal property constituting the Project Site and the Project must belong to the Borrower.
- b. The Borrower shall not begin construction until the Project has received an Approval to Construct (ATC), if one is required. If an ATC is not required by the Department's Engineering Support and Plan Review (ESPR) Program, the Borrower shall provide a statement from ESPR to that effect.
  - i. In its approvals, the Department may specify changes or conditions to the plans and specifications.
  - ii. The Department must approve any subsequent changes to, or deviations from, approved plans.
- c. If an ATC as described in (b) above is not required, the Borrower shall not begin construction until the plans and specifications have been reviewed and approved by the assigned State Revolving Fund Program engineer.
- d. Any construction contract estimated to equal or exceed \$100,000 shall be awarded through a competitive bidding process and any construction contract estimated to be less than \$100,000 may be negotiated if the Department approves the solicitation and negotiation procedures.
- e. All construction contracts and contractors' estimate forms shall be prepared so that materials and equipment may be readily itemized as to eligible project costs and non-eligible costs.
- f. Any change in a construction contract that will alter the contract specifications, time, price, or will substantially modify the proposed treatment process shall be submitted to the Department for approval.



- g. When applicable, the Borrower shall require each construction contractor to furnish a performance and payment bond in an amount at least equal to 100 percent of the contract price.
- h. Construction of the Project shall conform to applicable federal, state, and local laws, ordinances, and regulations.
- i. The Borrower shall proceed expeditiously and complete the Project in accordance with the Approved Application, project schedule, surveys, plans, profiles, cross-sections, specifications, and amendments.

#### **2.14 Compliance with Laws, Regulations, Etc.**

The Borrower shall comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations, and requirements to include, but not limited to, the following:

- a. The “List of Federal Laws and Authorities (Federal ‘Cross-Cutting’ Authorities)” as identified in Exhibit “A” and made a part hereof.
- b. Lobbying

No portion of the loan amount may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

- c. Davis-Bacon Act

The Borrower must ensure compliance with the Davis-Bacon and Related Acts (DBRA), a collection of labor standards provisions administered by the Department of Labor, that are applicable to loans involving construction. These labor standards include:

- Davis Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more.
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

Applicable federal regulations include 29 CFR 1 – Procedures for Predetermination of Wage Rates and 29 CFR 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction. All applicable laws, executive orders, regulations, forms and posters are available through the DBRA website: <https://www.dol.gov/agencies/whd/government-contracts/construction>.

For construction, alteration, and repair of treatment works, the Borrower shall ensure that contract wages paid are the higher of the State or Federal wage rate on a classification by classification basis for the construction of the Project. Both prevailing wage rates established for the locality by the Alaska Department of Labor under AS 36.05.010, and Federal standards in accordance with 40 U.S.C. Subtitle II Part A Subchapter IV (commonly referred to as the "Davis Bacon Act") apply. Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

- i. The Borrower shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) less than 10 days before posting. Wages are locked-in at bid opening if awarded within 90 days. Wages must be updated if contract award is more than 90 days after bid opening. Once a Davis-Bacon wage rate has been locked, it stays in effect for the duration of the project. These wage determinations shall be incorporated into solicitations and any subsequent contracts. In addition, the wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor or subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- ii. The Borrower shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub-contracts in excess of \$2,000. Borrower shall ensure no contracts are awarded to contractors excluded from federal contracts. The Borrower may access suspension and debarment information at <http://www.sam.gov>.
- iii. The Borrower shall periodically interview a representative portion of the work force entitled to Davis-Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- iv. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. In addition, during the examinations, the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions. The Borrower shall maintain records sufficient to document compliance with DBRA, and make such records available for review upon request.
- v. In addition, the Borrower shall consult with the Department on any required contract or bid document language to ensure that appropriate federal DBRA

material is included in the documentation. The Borrower must include the following text on all contracts: "By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants."

d. Title I – Employment of the Americans with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title I-Employment of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title I of that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

e. Title II-Public Services of the Americans with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

f. Title II, Part 35, Section 35.151 of the Americans with Disabilities Act "New Construction and Alterations"

When applicable, the Borrower shall comply with Title II, Part 35, Section 35.151 of the Americans with Disabilities Act "New Construction and Alterations."

- i. Design and construction: Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.
- ii. Alteration: Each facility or part of a facility altered by, on behalf, of or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.
- iii. Accessibility standards: Design, construction or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR part 101-19.6) or with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the requirements of this section with

respect to those facilities, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.5(1)(j) of ADAAG shall not apply.

- g. Title III, Part 36, Section 36.401 of the Americans with Disabilities Act "New Construction"

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.401 of the Americans with Disabilities Act "New Construction." Except as provided in paragraph (b) and (c) of the Act, discrimination for purposes of this part includes a failure to design and construct facilities for first occupancy after January 26, 1993, that are readily accessible to and usable by individuals with disabilities.

- h. Title III, Part 36, Section 36.402 of the Americans with Disabilities Act "Alterations"

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.402 of the Americans with Disabilities Act "Alterations."

- i. General: Any alteration to a place of public accommodation or a commercial facility, after January 26, 1992, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.
- ii. Alteration: An alteration is a change to a place of public accommodation or a commercial facility that affects or could affect the usability of the building or facility or any part thereof.

- i. 2 CFR Part 180, Responsibilities of Participants Regarding Transactions

The Borrower shall fully comply with Subpart C of 2 CFR Part 180, entitled "Responsibilities of Participants Regarding Transactions." The Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Borrower acknowledges that failing to disclose the information required under 2 CFR Part 180 may result in the delay or negation of this assistance Agreement, or pursuance of legal remedies, including suspension and debarment.

## 2.15 Project Completion

- a. Prior to initiation of operations, the Borrower shall submit to the Department the following:
  - i. Criteria for project performance.
  - ii. An adopted sewer use ordinance and a user charge.

- b. Upon substantial completion of the Project, the Borrower shall initiate operation of the Project Facility and immediately notify the Department in writing of Initiation of Operation. If construction is complete except for minor items, and the facility is operating, but the Borrower has not sent a notice of Initiation of Operation, the Department will, in its discretion, assign an Initiation of Operations date.
- c. For any Project that requires an Approval to Construct from the Department, the Borrower must obtain a Final Approval to Operate.
- d. Upon Initiation of Operation, the Borrower shall certify that the Project Facility is and will be operated by sufficiently qualified operating personnel certified at the system classification level by the State of Alaska.
- e. Within one year of the initiation of operation, the Borrower shall:
  - i. Be subject to a final inspection by the Department;
  - ii. Submit to the Department a manual for operations and maintenance of the Project Facility for Department approval;
  - iii. Submit to the Department a Project Performance Certification certifying that the facility is or is not performing up to design standards.
- f. Nothing contained in this Agreement shall be construed as an obligation or pledge of the Borrower to appropriate or expend general funds or revenues of the Borrower to repay the Subsidy, or operate or maintain the Project Facility.

## **2.16 Amendments and Modifications**

This Agreement may only be modified or amended in writing and executed by the authorized representatives of all parties to this Agreement.

## **2.17 Loan Repayment**

In the event that the subsidy is revoked per Section 2.02(c), this Agreement may be amended to include loan repayment conditions.

## **2.18 Disputes**

The Borrower shall raise any concerns or issues it may have regarding the Project with the Department promptly and prior to project completion. If those concerns or issues are not satisfactorily resolved, the Borrower shall promptly give written notice to the Department with a detailed description of the continuing concerns or issues. Jurisdiction and venue for any legal dispute shall be in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, and in no other court or location. In the event of a legal dispute, both parties knowingly and voluntarily waive their right to trial by jury (including any advisory jury) and elect to have the dispute tried only to a judge. In the event of litigation, the prevailing party

shall be entitled to an award of its reasonable, actual attorney's fees and costs of litigation. Each party has had an opportunity to review this Agreement with legal counsel of its choosing (or waived such opportunity), therefore this Agreement shall not be interpreted in favor of either party. This Agreement shall be governed by the laws of the State of Alaska.

## **2.19 Termination**

The Department may cancel all or any part of this Agreement if:

- a. Any representation or other statement made by the Borrower to the Department in connection with its application for a loan from the Alaska Clean Water Fund is incorrect or incomplete in any material respect;
- b. The Borrower has violated commitments made in the Approved Application and supporting documents, has not adhered to the regulations of the Alaska Clean Water Fund (18 AAC 76), has violated any of the terms of this Agreement; or
- c. The financial position of the Borrower has, in the opinion of the Department, suffered a materially adverse change.

## **2.20 Indemnification**

The Borrower shall defend with counsel of the Department's choosing, indemnify, and hold harmless the Department and the State of Alaska, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this funding or the Project for which the funding is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of employees or agents of the Department or the State of Alaska.

## **2.21 Change of Ownership**

The Borrower may not sell, transfer, assign, or encumber any of its rights, obligations, or assets related to this loan or Project without express prior written consent of the Department. If the Borrower intends to sell, transfer, assign, or encumber any of the rights, obligations, or assets related to the loan or Project, it must provide the Department with at least 60 days written notice prior to the sale, transfer, assignment, or encumbrance.

If the Department has not consented to the sale, transfer, assignment, or encumbrance of the rights, obligations, or assets related to the loan or Project, upon that sale, transfer, assignment, or encumbrance, and at the Department's sole discretion, the loan may be immediately due and payable in full. Alternatively, at the Department's sole discretion, the Department may approve the new owner to take on the rights, obligations, or assets related to the loan or Project, contingent upon successful approval by the Department of the same Financial Capacity Assessment and approvals that the original Borrower was subject to. In the event of any sale, transfer, or assignment of the rights, obligations, or assets related to

In all cases, the owner of the rights, obligations, or assets related to the loan or Project must maintain the Project for the life of the Project.

outlined in the original loan agreement.

the loan or Project, the Project must continue to adhere to the project description as

### Article 3. Definitions

Except where the context clearly indicates otherwise, terms used in this Agreement will have the meaning ascribed to them in this section.

- a. "Approved Application" means the application submitted to the Department on March 11, 2025, together with all attachments and supporting documentation, as approved by the Department.
- b. "Agreement Period" means the time period commencing on the date this Agreement is signed by the Department's Finance Officer and terminating on the date the Borrower repays the loan in full.
- c. "Eligible Project Costs" include the following costs disbursed from the Alaska Clean Water Fund, estimated to not exceed \$324,000. for demolition, construction, engineering, machinery, furnishings, equipment, surveys, plans, estimates, specifications, necessary insurance, financial and environmental investigations, laboratory testing, resident engineering and inspection fees, force account, legal expenses, and any other necessary miscellaneous expenditures, minus the amount of any grant applicable foregoing costs.
- d. "Initiation of Operation" means the date of which the Project or Project Facility begins operating for the purposes for which it was planned, designed, or built.
- e. "Project" means the activities or documents described in Article 1.02.
- f. "Project Facility" means the water treatment plant, distribution system, or related facilities in which Project activities are occurring.
- g. "Project Site" means the location at which the Project activities are occurring.
- h. "Subsidy" means principal forgiveness awarded under this Agreement.

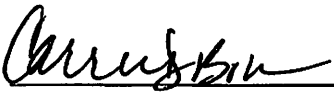


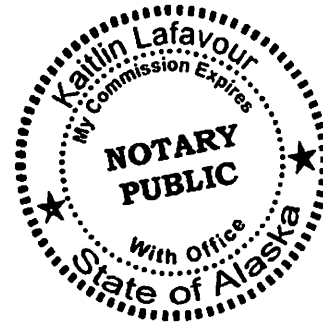
#### Article 4. Signatures

This Agreement is binding upon the parties specified below, and to any person, office, or board succeeding either of the parties. This Agreement may not be assigned by the Borrower without written consent of the Department.

Nothing in this Agreement, whether or not accepted, may be deemed to constitute a contractual obligation on the part of the Department until the Agreement is signed by all parties.


#### Alaska Department of Environmental Conservation

By:   
Carrie Bohan, Facilities Programs Manager  
Division of Water

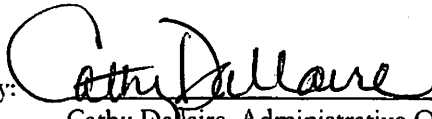


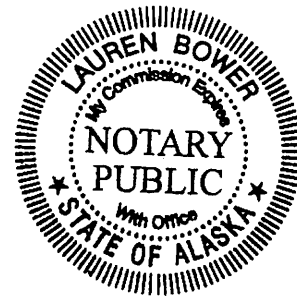
#### ACKNOWLEDGEMENT STATE OF ALASKA First Judicial District

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2025

  
Notary Public, State of Alaska  
My commission expires: with office


#### Alaska Department of Environmental Conservation

By:   
Cathy Dallaire, Administrative Operations Manager  
Division of Administrative Services



#### ACKNOWLEDGEMENT STATE OF ALASKA Third Judicial District

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2025

  
Notary Public, State of Alaska  
My commission expires: with office

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**ACKNOWLEDGEMENT  
STATE OF ALASKA  
First Judicial District**

\_\_\_\_\_  
Melissa Jacobsen  
City Manager

By:

**City of Homer**

**Exhibit “A” – List of Federal Laws and Authorities  
(FEDERAL CROSS-CUTTING AUTHORITIES)**

**Environmental and Cultural Authorities:**

- Archeological and Historic Preservation Act of 1974, Public Law 93-291
- Archeological Resources Protection Act, Public Law 96-95 as amended
- Bald and Golden Eagle Protection Act, 16 U.S.C. 668-668c
- Clean Air Act, Public Law 95-95, as amended
- Clean Water Act, Public Law 92-50, as amended
- Coastal Barriers Resources Act, Public Law 97-348
- Coastal Zone Management Act of 1972, Public Law 92-583, as amended
- Consultation and Coordination with Indian Tribal Governments, Executive Order 13175
- Endangered Species Act, Public Law 93-2015 as amended
- Environmental Justice, Executive Order 12898
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Public Law 94-265, as amended
- Farmland Protection Policy Act, Public Law 97-98
- Fish and Wildlife Coordination Act, Public Law 85-624, as amended
- Floodplain Management, Executive Order 11988, as amended by Executive Order 13690
- Marine Mammal Protection Act, 16 U.S.C. 1361
- Migratory Bird Treaty Act, 16 U.S.C. 703
- National Historic Preservation Act of 1966, Public Law 89-665
- Native American Graves Protection and Repatriation Act, Public Law 101-601
- Protection and Enhancement of the Cultural Environment, Executive Order 11593
- Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608
- Rivers and Harbors Act, 33 U.S.C. 403
- Safe Drinking Water Act, Public Law 93-523, as amended
- Wild and Scenic Rivers Act, Public Law 90-542

**Social Policy Authorities:**

- Age Discrimination Act of 1975, Public Law 94-135
- Title VI of the Civil Rights Act of 1964, Public Law 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Public Law 93-112
- Equal Employment Opportunity, Executive Order 11246
- Disadvantage Business Enterprise Provisions
  - Promoting the Use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138, and 12432
  - Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
  - Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies appropriations Act of 1993, Public Law 102-389

**Economic Authorities:**

- Procurement Prohibitions Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, included Executive Order 11738, Administration of the Clean Water Act with Respect to Federal Contracts, Grants, or Loans
- Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended

**Miscellaneous Authority:**

- Debarment and Suspension, Executive Order 12549
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646 as amended
- Preservation of Open Competition and Government Neutrality Towards Government contractors' Labor Relations on Federally Funded Constructed Projects, Executive Order 13202, as amended by Executive Order 13208
- Prohibition Against Sex Discrimination Under the Federal Water Pollution Control Act, Section 13 of Public Law 92-500
- 40 CFR Part 34, New Restrictions on Lobbying