



Agenda

City Council Regular Meeting

Monday, October 27, 2025 at 6:00 PM

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

Homer City Hall

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

Zoom Webinar ID: 205 093 973 Password: 610853

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS AND RECOGNITIONS

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. Memorandum CC-25-244 from Acting City Clerk re: Authorizing the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding Cosmic Cannabis Company. Recommend approval.
- b. Memorandum CC-25-245 from Acting City Clerk re: Approving the Reappointment of Peter Roedl to the Parks Art Recreation & Culture Advisory Commission. Recommend approval.
- c. Memorandum CC-25-246 from Acting City Clerk re: Authorizing the Issuance of a Letter of Non-Objection to the Kenai Peninsula Borough Regarding the Vacation of a Portion of the Section Line Easement Lying Inside Homer City Limits for T6S R 14W SEC 13 Seward Meridian HM 2001078 Arno Sub Lot #2. Recommend approval.
- d. Memorandum CC-25-247 from Acting City Clerk re: Authorizing the Mayor and Council Attendance at the 2025 Alaska Municipal League Annual Conference in Anchorage, Alaska December 8-12, 2025. Recommend approval.
- e. Ordinance 25-65, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Accepting and Appropriating a Rasmuson Foundation Grant in the Amount of \$19,000 for a Security Grille at the Homer Public Library. Library Director/City Manager. Introduction October 27, 2025 Public Hearing and Second Reading November 10, 2025.

Memorandum CC-25-248 from Library Director as backup.

- f. Ordinance 25-66, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Operating Budget by Accepting and Appropriating the 2020 Gulf of Alaska Pacific Cod Federal Fishery Disaster Relief Funds in the Amount of \$13,137.38 to the Port and Harbor Enterprise Fund. City Manager/Port Director. Introduction October 27, 2025 Public Hearing and Second Reading November 10, 2025.

Memorandum CC-25-249 from City Manager as backup.

- g. Resolution 25-090, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for Design of the A-Frame Transmission Line Replacement Project to RESPEC Company, LLC of Anchorage, Alaska, in the Amount of \$190,289 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. Public Works Director/City Manager. Recommend adoption.

Memorandum CC-25-250 from Public Works Director as backup.

- h. Resolution 25-091, A Resolution of the City Council of Homer, Alaska, Awarding a Contract for the Construction of the Raw Water Transmission Line Replacement Project to Southcentral Construction, Inc. of Anchorage, Alaska, in the Amount of \$1,413,485.37 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum CC-25-251 from Public Works Director as backup.

- i. Resolution 25-092, A Resolution of the City Council of Homer, Alaska, Awarding Term Contracts for Engineering, Architectural, and Survey Services and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum CC-25-252 from Public Works Director as backup.

- j. Resolution 25-093, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Negotiate and Execute a Loan Agreement with the Alaska Department of Environmental Conservation for an Alaska Clean Water State Revolving Loan in the Not to Exceed Principal Amount of \$75,000 for the Water Master Plan Project. City Manager/Public Works Director. Recommend adoption.

Memorandum CC-25-253 from City Manager as backup.

- k. Resolution 25-094, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Negotiate and Execute a Loan Agreement with the Alaska Department of Environmental Conservation for an Alaska Clean Water State Revolving Loan in the Not to Exceed Principal Amount of \$75,000 for the Wastewater Master Plan Project. City Manager/Public Works Director. Recommend adoption.

Memorandum CC-25-253 from City Manager as backup.

VISITORS

- a. Friends of Homer Skate Park - Kevin Lahaie (10 minutes)
- b. 2045 Comprehensive Plan - Shelly Wade, Agnew::Beck (15 minutes)

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

- a. Worksession Report
- b. Committee of the Whole Report
- c. Mayor's Report
- d. Borough Report
- e. Planning Commission Report
- f. Parks Art Recreation and Culture Advisory Commission Report
- g. Library Advisory Board Report
- h. Port and Harbor Advisory Commission Report
- i. Conversations with Councilmember Report (Venuti)
- i. Report from Councilmember Venuti

PUBLIC HEARING(S)

- a. Ordinance 25-63, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Authorizing the Expenditure of \$10,000 from the Multi-Purpose Community Recreation Fund to Create the Multi-Purpose Community Fund Non-Endowed Field of Interest Fund with the Homer Foundation. Erickson. Introduction October 13, 2025 Public Hearing and Second Reading October 27, 2025.
- b. Ordinance 25-64, An Ordinance of the City Council of Homer, Alaska, Adopting the City of Homer 2045 Comprehensive Plan and Recommending Adoption by the Kenai Peninsula Borough. City Manager. Introduction October 13 2025 Public Hearing October 27, 2025, Public Hearing and Second Reading November 10, 2025.

Refer to Worksession Packet

ORDINANCE(S)

CITY MANAGER'S REPORT

- a. City Manager's Report
- b. FY26 Monthly Report through September 2025

PENDING BUSINESS

NEW BUSINESS

- [a.](#) Memorandum CC-25-255 from Acting City Clerk re: Selection of Mayor Pro Tempore for 2025/2026
- [b.](#) Memorandum CC-25-256 from Councilmembers Davis and Parsons re: Eric Lane - Council Direction on Sidewalk and Paving.

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, November 10, 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.



MEMORANDUM

New Marijuana License Applications for Marijuana Concentrate Manufacturing Facility

Item Type: Action Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: October 27, 2025
From: Scott Lynn, Deputy City Clerk

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

Type: Marijuana Product Manufacturing Facility
License #: 21417
DBA Name: Cosmic SeaWeed, LLC
Service Location: 261 East Bunnell Avenue Homer, AK 99603
Licensee: Cosmic SeaWeed, LLC
Designated Licensee: Chris Long
Mailing Address: 261 E Bunnell Avenue Homer, AK 99603

Recommendation:

Voice non-objection and approval for the Marijuana License Applications.

Attachments:

AMCO Application Packet Information for Cosmic SeaWeed, LLC
City Planner Non-Objections
Kenai Peninsula Borough Non-objections



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

October 8, 2025

Licensee: Cosmic SeaWeed, LLC
DBA: Cosmic Cannabis Company
VIA email: cosmiccannabiscompany@gmail.com
Local Government: Homer
Local Government2: Kenai Peninsula Borough
Via Email: mjacobsen@ci.homer.ak.us; rkrause@ci.homer.ak.us; clerk@ci.homer.ak.us;
micheletturner@kpb.us; sessert@kpb.us; mjenkins@kpb.us; nscarlett@kpb.us; mboehmler@kpb.us;
rraidmae@kpb.us; slopez@kpb.us; bcarter@kpb.us; jrasor@kpb.us; hmills@kpb.us
Community Council:
Via Email:

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store License Combined Renewal Notice

License Number:	#21417
License Type:	Retail Marijuana Store
Licensee:	Cosmic SeaWeed, LLC
Doing Business As:	Cosmic Cannabis Company
Physical Address:	261 East Bunnell Ave Homer, AK 99603
Designated Licensee:	Chris Long
Phone Number:	907-982-0513
Email Address:	cosmiccannabiscompany@gmail.com

☒ License Renewal Application

☐ Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2025/2026 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,



Kevin Richard, Director
907-269-0350

License Number: 21417

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: Cosmic Cannabis Company

Business License Number: 2111543

Designated Licensee: Chris Long

Email Address: cosmiccannabiscompany@gmail.com

Local Government: Homer

Local Government 2: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 59.639667, -151.539490

Physical Address: 261 East Bunnell Ave
Homer, AK 99603
UNITED STATES

Licensee #1	Entity Official #1
Type: Entity Alaska Entity Number: 10093588 Alaska Entity Name: Cosmic SeaWeed, LLC Phone Number: 907-982-0513 Email Address: cosmicseaweed@gmail.com Mailing Address: 261 East Bunnell Ave Homer, AK 99603 UNITED STATES	Type: Entity Alaska Entity Number: 10183878 Alaska Entity Name: Cosmic Enterprises LLC Phone Number: 907-982-0513 Email Address: cosmicseaweed@gmail.com Mailing Address: 879 Linda Court Homer, AK 99603 UNITED STATES

Entity Official #2

Type: Individual

Name: Chris Long

Phone Number: 419-708-0174

Email Address: cosmicseaweed@gmail.com

Mailing Address: 879 Linda Court
Homer, AK 99603
UNITED STATES

Note: No affiliates entered for this license.



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

Alaska Marijuana Control Board

Form MJ-20: 2025-2026 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	21417		
License Type:	Retail Marijuana Store				
Doing Business As:	Cosmic Cannabis Company				
Premises Address:	261 East Bunnell Avenue				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Chris Long (Managing Member of Cosmic Enterprises LLC)
Title:	Member

Section 3 – Violations & Charges

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

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

Initials

CL

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

CL

I certify that a notice of violation has **not** been issued for this license between July 1, 2024, and June 30, 2025.

CL

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

N/A

**Form MJ-20: 2025-2026 Renewal Application Certifications****Section 5 – Certifications**

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

Initials

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

Ce

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

Ce

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

Ce

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

Ce

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

Ce

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

Ce

Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

NA

If multiple licenses are held, list all license numbers below:

19728, 21417

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

Ce

Chris Long

Printed name of licensee


Signature of licensee



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

MEMORANDUM

TO: MAYOR LORD AND HOMER CITY COUNCIL
THROUGH: MELISSA JACOBSEN, CITY MANAGER
FROM: RYAN FOSTER, CITY PLANNER
DATE: OCTOBER 23RD, 2025
SUBJECT: COSMIC SEAWEED, LLC MARIJUANA LICENSE COMBINED
RENEWAL APPLICATION FOR A RETAIL STORE

I have received and reviewed the marijuana license renewal application for Chris Long of Cosmic SeaWeed, LLC, for a retail marijuana store (License No. 21417) located at 261 E Bunnell Avenue, Homer, AK 99603.

I have no objection to the marijuana license renewal application for a retail marijuana store on zoning-related issues.



MEMORANDUM

Marijuana License Renewal Application for Cosmic SeaWeed, LLC – No Objection

Item Type: Action Memorandum
Prepared For: Zach Pettit, Deputy City Clerk II
Copy to: Lisa Linegar, Dispatch Supervisor
Date: October 15, 2025
From: Mark Robl, Chief of Police

Homer Police Department has no objection for the marijuana license renewal application for:

Type: Retail Marijuana Store
License #: 21417
DBA Name: Cosmic Cannabis Company
Service Location: 261 E Bunnell Avenue, Homer, AK 99603
Licensee: Cosmic SeaWeed, LLC
Designated Licensee: Chris Long
Email Address: cosmiccannabiscompany@gmail.com



Monday, October 20, 2025

Sent via email: clerk@ci.homer.ak.us

Renee Krause, City Clerk
City of Homer

RE: Renewal Application for Retail Marijuana Store

Business Name	:	Cosmic Cannabis Company
License Location	:	Homer/261 East Bunnell Avenue, Homer, AK 99603
License No.	:	21417
License Type	:	Retail Marijuana Store

Dear Ms. Krause,

This serves to advise that the Kenai Peninsula Borough (KPB) has reviewed the above referenced application and has no objection to the issuance of the license.

Should you have any questions, or need additional information, please don't hesitate to let us know.

Sincerely,

Michele Turner, CMC
Borough Clerk

cc: cosmiccannabiscompany@gmail.com
amco.localgovernmentonly@alaska.gov



MEMORANDUM

Appointment of Peter Rodel to the Parks, Art, Recreation & Culture Advisory Commission

Item Type: Action Memorandum
Prepared For: Homer City Council
Date: October 27, 2025
From: Mayor Lord

Peter Rodel is re-appointed to the Parks, Art, Recreation & Culture Advisory Commission with a term that will expire on October 31, 2028.

Recommendation

Confirm the re-appointment of Peter Rodel to the Parks, Art, Recreation & Culture Advisory Commission.

Attachments:

Application of Peter Rodel



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

Office of the City Clerk

491 East Pioneer Avenue

Homer, Alaska 99603

Phone: (907) 235-3130

Fax: (907) 235-3143

clerk@cityofhomer-ak.gov

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

Applicant Information

Full Name: Peter Wilfrid Roedl
Physical Address Where you Claim Residency: 1705 EAST END RD HOMER AK.
Mailing Address: 1705 EAST END RD
City: HOMER State: ALASKA Zip: 99603
Phone Number(s): (907) 399-6227
Email: peter.roedl@gmail.com

Advisory Body You Are Requesting Reappointment To

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

Please Answer the Following

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

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

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

How long have you served on this advisory body? Between 10 & 15 years?



MEMORANDUM

Authorizing the Issuance of a Letter of Non-Objection to the Kenai Peninsula Borough Regarding the Vacation of a Portion of the Section Line Easement Lying Inside Homer City Limits for T6S R 14W SEC 13 Seward Meridian HM 2001078 Arno Sub Lot #2.

Item Type: Action Memorandum
Prepared For: Mayor Lord and City Council
Date: October 27, 2025
From: Zach Pettit, Acting City Clerk
Through: Melissa Jacobsen, City Manager

At their regular meeting on October 13, 2025, the Kenai Peninsula Borough Planning Commission granted approval of the referenced Section Line Easement vacation based on the consideration of the merits as per KPB 20.65.050(F).

Per AS 29.40.140, no vacation of a City right-of-way and/or easement may be made without the consent of the City Council.

The City Council has thirty days from October 13, 2025, in which to veto the decision of the Kenai Peninsula Borough Planning Commission.

The Homer Planning Commission forwarded a recommendation of non-objection regarding this vacation as reflected in the Notice of Decision and minutes from the August 20, 2025 regular meeting.

Recommendation:

Voice non objection and consent to vacate the Portion of the Section Line Easement Lying Inside Homer City Limits for T6S R 14W SEC 13 Seward Meridian HM 2001078 Arno Sub Lot #2

Attachment:

Notice of Decision Kenai Peninsula Borough Planning Commission



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Peter A. Micciche
Borough Mayor

October 14, 2025

**KENAI PENINSULA BOROUGH PLANNING COMMISSION
NOTICE OF DECISION
MEETING OF OCTOBER 13, 2025**

RE: 173-570-78: T 6S R 14W SEC 12 Seward Meridian HM 2001078 ARNO SUB LOT 2 THAT
PORTION LYING OUTSIDE HOMER CITY LIMITS

173-570-79: T 6S R 14W SEC 13 Seward Meridian HM 2001078 ARNO SUB LOT 2 **THAT
PORTION LYING INSIDE HOMER CITY LIMITS**

During their regularly scheduled meeting of **October 13, 2025**, the Kenai Peninsula Borough Planning Commission granted approval of the referenced right of way vacation based on the consideration of the merits as per KPB 20.65.050(F).

In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the city council. The proposed vacation will be forwarded to the Homer City Council. The City Council shall have 30 calendar days from the date of approval **October 13, 2025** in which to veto the Planning Commission decision. If the Planning Director receives no veto within the specified period, the City Council shall be considered to have given consent to the vacation.

The approval is subject to:

1. Consent by Homer City Council.
2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code.
3. Grant utility easements requested by the Homer City Council and utility providers.
4. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.70.130).

Please contact the Homer City Office to verify the date the subject vacation will be reviewed by the Council.

Please contact the Kenai Peninsula Borough's Planning Department at (907) 714-2200 if you have any questions.

Kenai Peninsula Borough

Planning Department

MEMORANDUM

TO: Peter Ribbens, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Robert Ruffner, Planning Director 

DATE: October 14, 2025

RE: 173-570-78: T 6S R 14W SEC 12 Seward Meridian HM 2001078 ARNO SUB LOT 2
THAT PORTION LYING OUTSIDE HOMER CITY LIMITS

173-570-79: T 6S R 14W SEC 13 Seward Meridian HM 2001078 ARNO SUB LOT 2
THAT PORTION LYING INSIDE HOMER CITY LIMITS

In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the Borough Assembly.

During their regularly scheduled meeting of October 13, 2025 the Kenai Peninsula Borough Planning Commission granted approval of the above proposed vacation by unanimous vote (9-Yes) based on the means of evaluating public necessity established by KPB 20.65. This petition is being sent to you for your consideration and action.

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

October 13, 2025 Planning Commission Draft Meeting Minutes
October 13, 2025 Agenda Item E4 Meeting Packet Materials

Surveyor:	Jerry Johnson / Johnson Surveying
General Location:	Marty Lane & Liisia Dawn Street off Johns Road
Parent Parcel No.:	131-360-58
Legal Description:	T 4N R 11W SEC 34 SEWARD MERIDIAN KN 2006112 PEACEFUL ACRES SUB JACKSON'S GARDEN REPLAT TRACT D1

Staff report given by Platting Manager Vince Piagentini. This item is being postponed as additional information is needed to complete the application. Public notices had been sent out Chair Brantley checked to see if there is anyone present who wished to speak on this item. There was no one present who wished to speak on this item. No action was required of the commission.

ITEM #4 - SECTION LINE EASEMENT VACATION

VACATE THE ENTIRE 66-FOOT SECTION LINE EASEMENT WITHIN LOT 2, ARNO SUBDIVISION, PLAT HM 2001-78, LOCATED WITHIN SECTIONS 12 AND 13, T06S, R14W

KPB File No.	2025-144V
Planning Commission Meeting:	October 13, 2025
Applicant / Owner:	Lauren Flynn & Cory Jellicoe
Surveyor:	Katherine Kirsis, Seabright Survey & Design
General Location:	Diamond Ridge Road / City of Homer & Diamond Ridge Area
Parcel(s):	Northern Portion: 173-570-78 Southern Portion: 173-570-79
Legal Description:	173-570-78: T 6S R 14W SEC 12 Seward Meridian HM 2001078 ARNO SUB LOT 2 THAT PORTION LYING OUTSIDE HOMER CITY LIMITS 173-570-79: T 6S R 14W SEC 13 Seward Meridian HM 2001078 ARNO SUB LOT 2 THAT PORTION LYING INSIDE HOMER CITY LIMITS

Staff report given by Platting Manager Vince Piagentini.

Chair Brantley opened the item for public comment.

Lauren Flynn, Land Owner, P.O. Box 429, Homer AK 99603: Ms. Flynn made herself available for questions.

Commissioner Venuti informed the commissioner that he had voted on this item in his role as a planning commissioner for the City of Homer and requested to be recused from this matter.

Seeing and hearing no one else wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commissioner Slaughter moved, seconded by Commissioner Gillham to grant the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65, adopting and incorporating by reference the staff report, staff recommendations and subject to the four conditions as set forth in the staff report.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 8	Brantley, England, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney
Recused - 1	Venuti

E. NEW BUSINESS

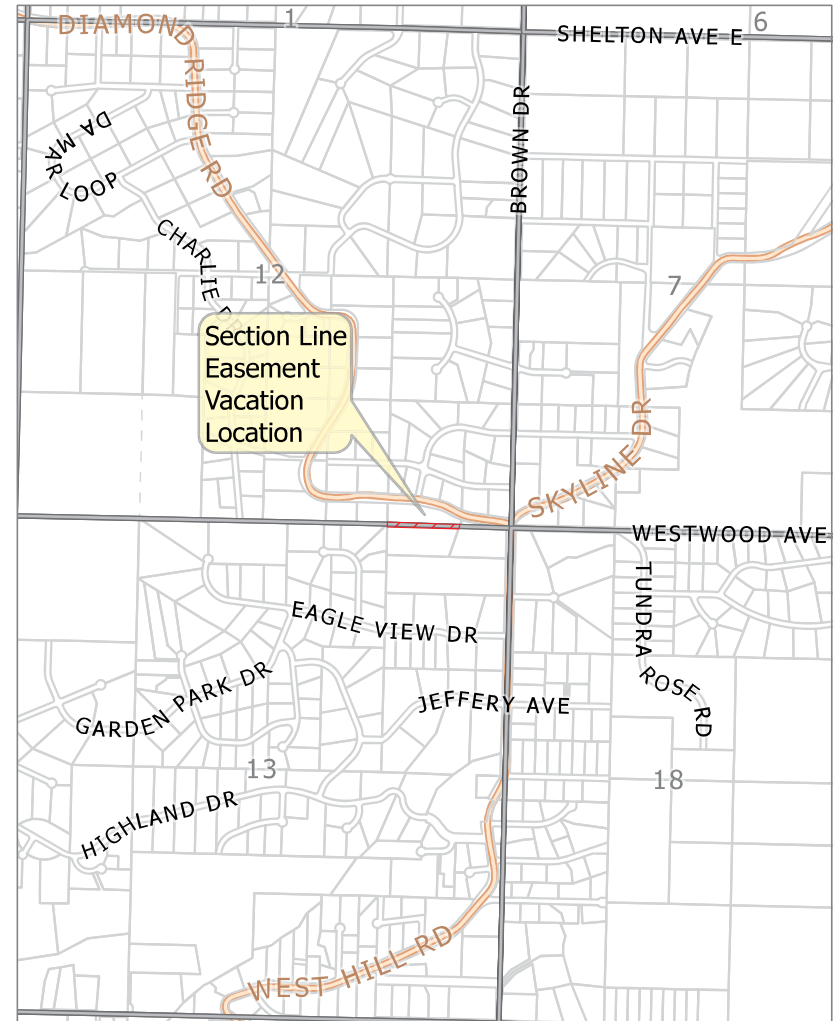
4. Section Line Easement Vacation; KPB File 2025-144V

Seabright Survey & Design / Flynn, Jellicoe

Request: Vacates a 66' section line easement – 33' in T06S R14W SEC 12 and 33' in T06S R14W SEC 13, running east to west through Lot 2 of Arno Subdivision, Plat HM 2001-78

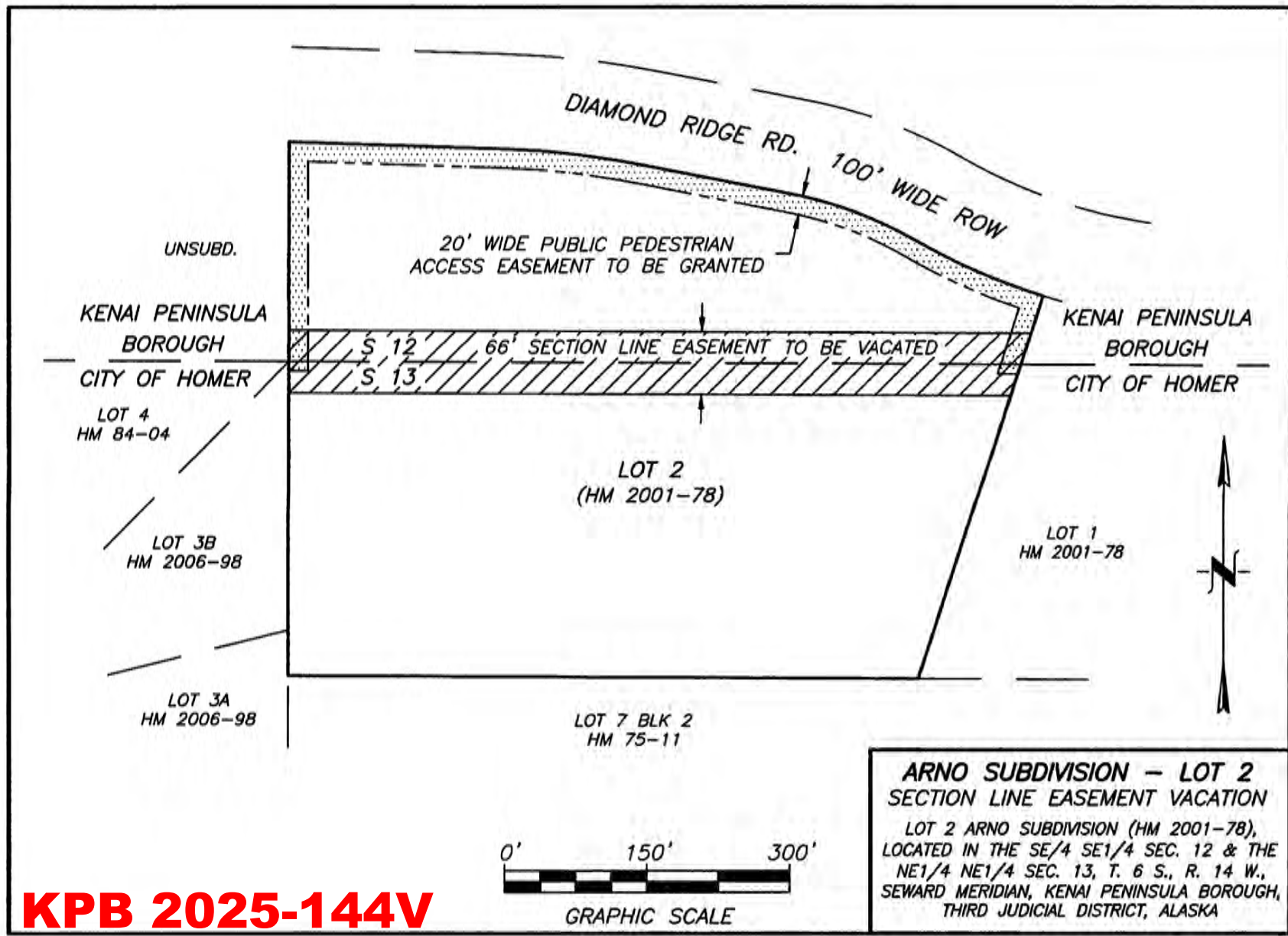
Diamond Ridge Area

Staff Person Responsible: Platting Manager Vince Piagentini



KPB File 2025-144V
T 06S R 14W S12 & S13
Diamond Ridge and Homer









AGENDA ITEM E. NEW BUSINESS

ITEM #4 - SECTION LINE EASEMENT VACATION

VACATE THE ENTIRE 66-FOOT SECTION LINE EASEMENT WITHIN LOT 2, ARNO SUBDIVISION, PLAT HM 2001-78, LOCATED WITHIN SECTIONS 12 AND 13, TOWNSHIP 6 SOUTH, RANGE 14 WEST

KPB File No.	2025-144V
Planning Commission Meeting:	October 13, 2025
Applicant / Owner:	Lauren Flynn and Cory Jellicoe of Homer, Alaska
Surveyor:	Katherine Kirsis, Seabright Survey and Design
General Location:	City of Homer Diamond Ridge Road Area
Parcel(s):	Northern Portion: 173-570-78 Southern Portion: 173-570-79
Legal Description:	173-570-78: T 6S R 14W SEC 12 Seward Meridian HM 2001078 ARNO SUB LOT 2 THAT PORTION LYING OUTSIDE HOMER CITY LIMITS 173-570-79: T 6S R 14W SEC 13 Seward Meridian HM 2001078 ARNO SUB LOT 2 THAT PORTION LYING INSIDE HOMER CITY LIMITS

STAFF REPORT

Specific Request / Purpose as stated in the petition:

The petition proposes to vacate the section line easement as depicted in submittal documents. The southerly portion of the easement and underlying property is located within Homer City limits, while the northerly portion is within the Kenai Peninsula Borough.

Vacate the section line easement as depicted in the submittal documents. The section line easement effectively splits the subject parcel into two halves. The easement vacation will allow for the unification of the property while maintain public legal access across the lot.

Notification: The public hearing notice was published in the October 3rd issue of the Peninsula Clarion and the October 2nd issue of the Homer News as part of the Commission's tentative agenda.

The public notice was posted on the Planning Commission bulletin board at the Kenai Peninsula Borough George A. Navarre Administration building. Additional notices were mailed to the following with the request to be posted for public viewing.

Library of Homer

Post Office of Homer

Eighteen certified mailings were sent to owners of property within 300 feet of the proposed vacation. Five receipts had been returned when the staff report was prepared.

Twelve notifications were emailed to agencies and interested parties as shown below;

State of Alaska Dept. of Fish and Game
State of Alaska DNR
State of Alaska DOT
State of Alaska DNR Forestry
Emergency Services of Homer and Kachemak
City of Homer

Homer Kenai Peninsula Borough Office
Ninilchik Traditional Council
Alaska Communication Systems (ACS)
ENSTAR Natural Gas
General Communications Inc, (GCI)
Homer Electric Association (HEA)

Legal Access (existing and proposed):

The location of the section line easements is located on Lot 2, Arno Subdivision (Plat HM 2001-78). The Northern section of the parcel is outside city limits and the south portion is within the City of Homer. For assessment tax purposes, the borough assigned two parcel numbers to Lot 2.

Legal access to the property is provided by Diamond Ridge Road and the section line easements by code. Diamond Ridge Road is a 100-foot state-maintained dedication abutting Lot 2 to the north.

33-foot section line easements are located on the north and south sides of the section line between Sections 12 and 13, Township 6 South, Range 14 West. These easements are proposed to be vacated and are labeled and depicted on the exhibit being a total width of 66-feet. The portion of the section line easement petitioned to be vacated is undeveloped. There is a structure located to the south of the section line easement on the property. Staff recommends the structures be accurately shown on the drawing.

A 20-foot-wide pedestrian access easement is proposed to be granted with the finalization of the section line easement vacation plat. The easement is located along the northern boundary, adjacent to Diamond Ridge Road and extends along the east and west lot boundaries to the section line easement location. The easement is depicted and labeled on the preliminary plat.

Block length is not compliant with no roads coming back to a connection to complete a block. The vacation of the section line easement has no effect on the block length compliancy.

KPB Roads Dept. comments	Out of Jurisdiction: Yes Roads Director: Uhlin, Dil Comments: No comments
SOA DOT comments	DNR & DOT have joint authority over section line easements. A section line easement, once established, can only be vacated by the proper authority. A section line easement vacation will not be valid without DNR & DOT approval on the plat. Please go through the DNR Easement Vacation process to pursue a section line easement vacation.

Site Investigation:

There appears to be a shared driveway from Diamond Ridge Road that provides access to the affected lot and property to the east. Structures are located on the southern portion of the property, near the section line easement but do not appear to be encroaching. The driveway within lot two crosses the affected section line easement. No other improvements appear to be situated within the section line easement to be vacated.

Per KPB GIS Imagery KWF Wetlands layer, wetlands classified as riverine is located on the northern boundary of the lot. No wetlands are within the section line easement petitioned to be vacated.

Diamond Ridge Creek is located within the adjacent parcel to the south and crosses the section line easement to the east approximately 0.32 miles and to the west approximately 1.23 miles. The creek does not intersect with the portion of the section line easement to be vacated.

According to the KPB GIS Imagery topography layer, steep topography affects the subject parcel. Slopes exceeding 20% are located within the section line easement proposed to be vacated.

The River Center review determined the lot is in a FEMA Flood Hazard Zone but no depiction and no note is necessary for the Section line Easement Vacation drawing. if this does come back as a plat the River Center would like to review the plat again. City of Homer noted the south portion is in Zone D, flood hazards undetermined.

The proposed plat is not located within an Anadromous Waters Habitat Protection District according to the River

Center review.

KPB River Center review	A. Floodplain Reviewer: Hindman, Julie Floodplain Status: IS in flood hazard area Comments: The northern portion is within KPB jurisdiction and within a non-regulatory X-Zone, which has minimal flood risk. The southern portion is within the City of Homer jurisdiction. If the plat is only a section line easement vacation plat with not other platting action, no depiction or notes are required or requested. If the City of Homer requests plat notes, allow staff the opportunity to review and determine if an additional KPB note should then be added. Flood Zone: X Zone Map Panel: 02122C-2015E In Floodway: False Floodway Panel: B. Habitat Protection Reviewer: Aldridge, Morgan Habitat Protection District Status: Is NOT within HPD Comments: No comments
State of Alaska Fish and Game	No response

Staff Analysis:

Originally the land consisted of the SE1/4 of the SE1/4, of Section 12 and the NE1/4 of the NE1/4 of Section 13, all located within Township 6 South, Range 14 West, Seward Meridian. The land was divided by deed, Book 271, Page 580 in 1997. A corrective deed was recorded in 1998 correcting the legal description. In 2001, Arno Subdivision subdivided the land into Lots 1 and 2.

According to information provided by the Kachemak Nordic Ski Club website, a portion of the Lower Baycrest trail is located to the west approximately 0.54 miles to the west along the common section line 12 and 13. At this time, access to the trail is by Roger's Loop Road. The trail system does not connect to the portion of the section line easements petitioned to be vacated.

The neighboring parcels are all privately owned and currently have legal access by existing roads. A couple of the adjacent parcels contain enough area to be subdivided in the future; however, the locations of Diamond Ridge Road and Diamond Creek would need to be considered in the design.

A 10-foot utility easement including 20-feet within 5-feet of the side lot lines was granted by the parent plat, Arno Subdivision (HM 2001-78) adjacent to Diamond Ridge Road. **Staff recommends** the surveyor depict and label the easement. Relocate the proposed pedestrian easement south of the existing utility easement.

According to the sketch and non-objection comments by Utility Agencies, no utilities exist within the affected section line easement.

The Homer Advisory Planning Commission heard the vacation request during the August 20, 2025 meeting and granted approval by unanimous consent. The City of Homer staff report states that city water and sewer are not available at this time and public works has no objections.

A plat finalizing the section line easement shall follow if the vacation is approved by the Planning Commission. **Staff recommends** the surveyor confirm with the city and KPB Platting Department, what requirements are needed on the final plat for the proposed pedestrian easement.

20.65.020. - Planning commission recommendation on state easements.

The planning commission serving as the platting authority has no authority to vacate public easements under the jurisdiction of the state. The planning commission will provide a recommendation on proposed vacations of state-managed easements within the borough. Applications to vacate a section line easement or other state-managed easement must comply with KPB 20.65.040 and will be considered in accordance with KPB 20.65.050. The applicant is responsible for all submittals required by the state. Final authority for approval and platting of the vacation of any public easement under the jurisdiction of the state rests with the state.

20.65.050 – Action on vacation application

D. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;

Surveyor comments: The section line easement affecting Sections 12 & 13 (T. 6 S., R. 14 W.) is entirely undeveloped.

Staff comments: The portion of the section line easement petitioned to be vacated is undeveloped. The driveway within lot two crosses the affected section line easement.

2. A road is impossible or impractical to construct, and alternative access has been provided;

Surveyor comments: This petition proposes to maintain legal public access by granting a 20' wide public pedestrian access easement adjacent to the exterior boundary of the property, while maintaining connectivity with the section line easement on either side of the subject parcel.

Staff comments: No wetlands are within the section line easement petitioned to be vacated. Slopes exceeding 20% are located within the section line easement proposed to be vacated. Relocate the proposed pedestrian easement south of the existing utility easement.

3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;

Surveyor comments: Diamond Ridge right-of-way is fully constructed and provides access through Section 12. Westwood Avenue is fully constructed and provides access to the east. There are no existing utilities within the easement area to be vacated.

Staff comments: The neighboring parcels are all privately owned and currently have legal access by existing roads. A couple of the adjacent parcels contain enough area to be subdivided in the future; however, the locations of Diamond Ridge Road and Diamond Creek would need to be considered in the design. According to the sketch and non-objection comments by Utility Agencies, no utilities exist within the affected section line easement. The City of Homer staff report states that city water and sewer are not available at this time and public works has no objections.

4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;

Surveyor comments: The Roger's Loop trail system is located approximately 1.25 miles to the west of the subject property.

Staff comments: A portion of the Lower Baycrest trail is located to the west approximately 0.54 miles to the west along the common section line 12 and 13. At this time, access to the trail is by Roger's Loop Road. The trail system does not connect to the portion of the section line easements petitioned to be vacated. Diamond Ridge Creek is located within the adjacent parcel to the south and crosses the section line easement to the east approximately 0.32 miles and to the west approximately 1.23 miles. The creek does not intersect with the portion of the section line easement to be vacated.

5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;

Surveyor comments: This petition proposes to maintain legal public access by granting a 20' wide public pedestrian access easement adjacent to the exterior boundary of the property, while maintaining connectivity with the section line easement on either side of the subject parcel.

Staff comments: A couple of the adjacent parcels contain enough area to be subdivided in the future; however, the locations of Diamond Ridge Road and Diamond Creek would need to be considered in the design.

6. Other public access, other than general road use, exist or are feasible for the right-of-way;

Surveyor comments: This petition proposed to maintain legal public access by granting a 20' wide public pedestrian access easement adjacent to the exterior boundary of the property, while maintaining connectivity with the section line easement on either side of the subject parcel.

Staff comments: Connection to creek or public trails

7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.

Surveyor comments: The section line easement affecting Sections 12 & 13 (T. 6 S., R. 14 W.) is entirely undeveloped. There are no existing utilities within the easement area to be vacated.

Staff comments: According to the sketch and non-objection comments by Utility Agencies, no utilities exist within the affected section line easement. The City of Homer staff report states that city water and sewer are not available at this time and public works has no objections.

8. Any other factors that are relevant to the vacation application or the area proposed to be vacated.

Surveyor comments: The section line easement effectively splits the subject parcel into two halves. The easement vacation will allow for the unification of the property while maintaining public access across the lot.

Staff comments:

A KPB Planning Commission decision denying a vacation application is final. A KPB Planning Commission decision to approve the vacation application is subject to consent or veto by the KPB Assembly, or City Council if located within City boundaries. The KPB Assembly, or City Council must hear the vacation within thirty days of the Planning Commission decision.

The Assembly will hear the vacation of the northern portion of the section line easement at their scheduled October 28, 2025 meeting

The City Council will hear the vacation of the southern portion of the section line easement at their scheduled October 27th, 2025 meeting.

KPB department / agency review:

Planner	Reviewer: Raidmae, Ryan There are not any Local Option Zoning District issues with this proposed plat. Material Site Comments: There are not any material site issues with this proposed plat. Review Not Required
Code Compliance	Reviewer: Ogren, Eric Comments: No comments
Addressing	Reviewer: Pace, Rhealyn Affected Addresses: 1145 DIAMOND RIDGE RD Existing Street Names are Correct: Yes List of Correct Street Names: DIAMOND RIDGE RD Existing Street Name Corrections Needed: All New Street Names are Approved: No List of Approved Street Names: List of Street Names Denied: Comments: CITY OF HOMER WILL ADVISE ON ADDRESS
Assessing	Reviewer: Windsor, Heather Comments: No comment

Utility provider review:

HEA	No comments
ENSTAR	Approved as shown
ACS	No objections
GCI	Approved as shown

STAFF RECOMMENDATIONS
CORRECTIONS / EDITS

RECOMMENDATION:

Based on consideration of the merits as per KPB 20.65.050(D) as outlined by Staff comments, Staff recommends APPROVAL as petitioned, subject to:

1. Consent by Homer City Council AND KPB Assembly.

2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code including a submittal to and approval by the Plat Committee.
 3. Grant utility easements requested by the Homer City Council and utility providers.
 4. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.65.050(I)).
-

KPB 20.65.050 – Action on vacation application

- H. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.**
- I. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.**
- J. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.**
- K. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.**

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*
 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

- Focus Area: Transportation

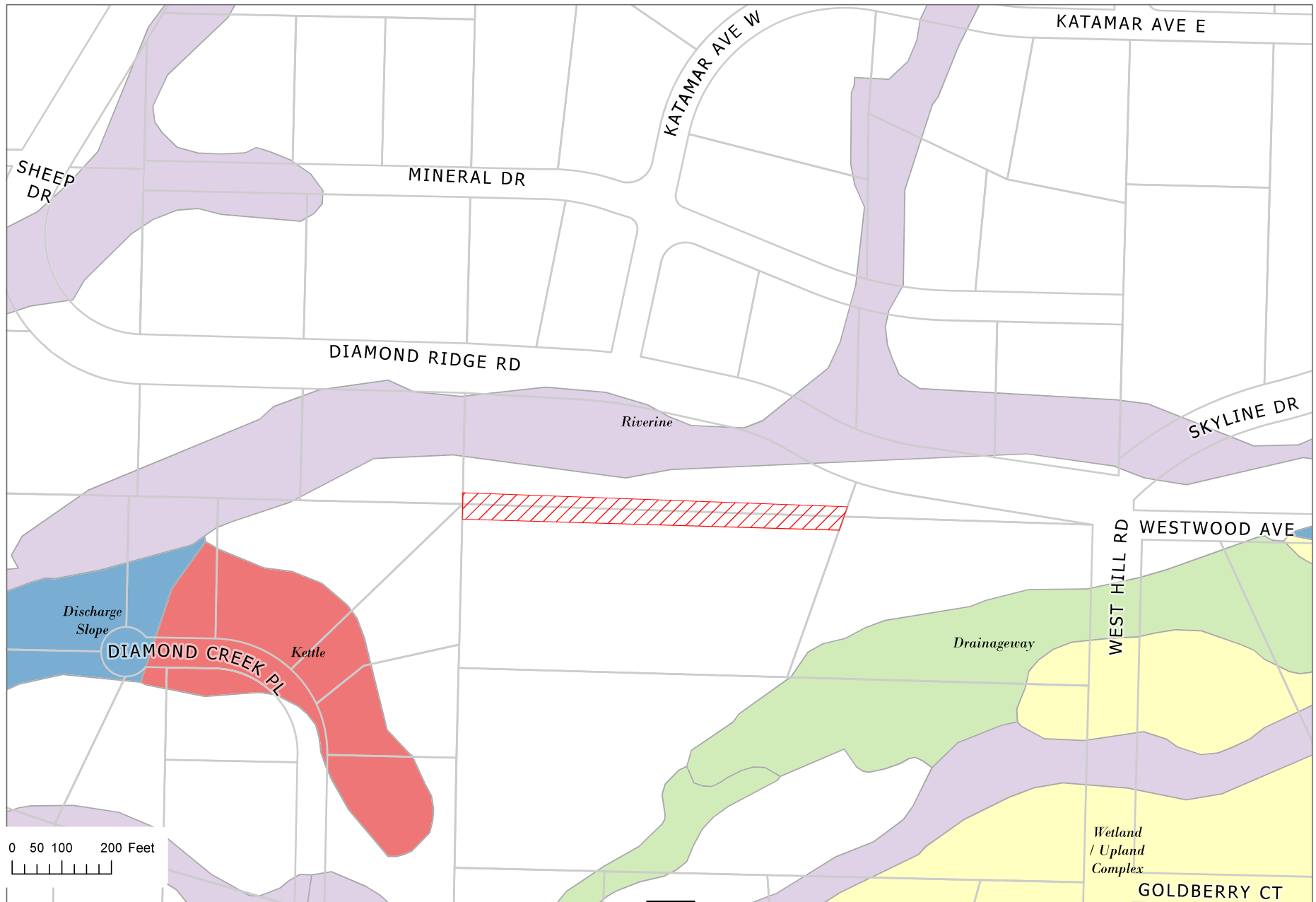
- Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
 - Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*
 - Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

END OF STAFF REPORT

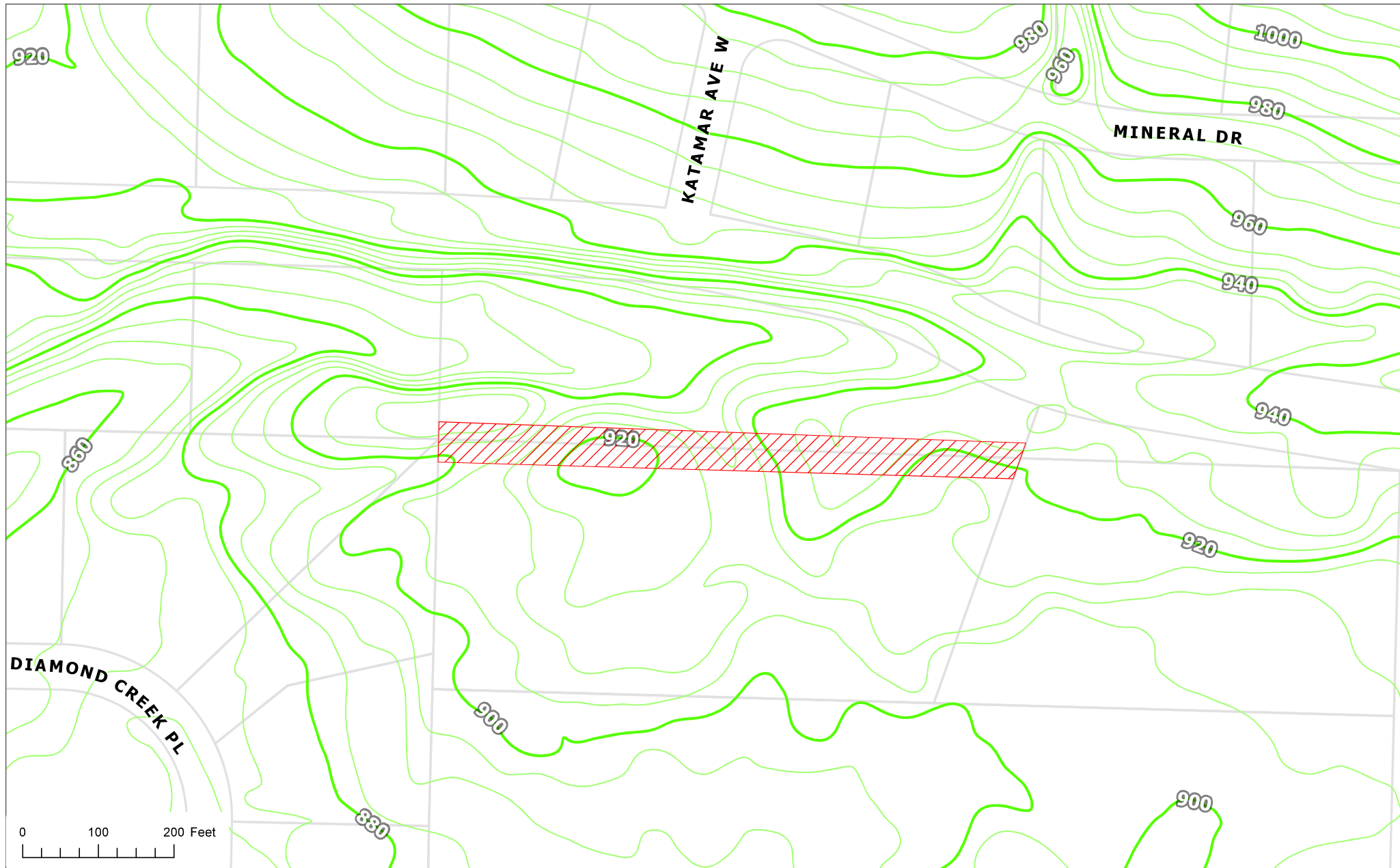


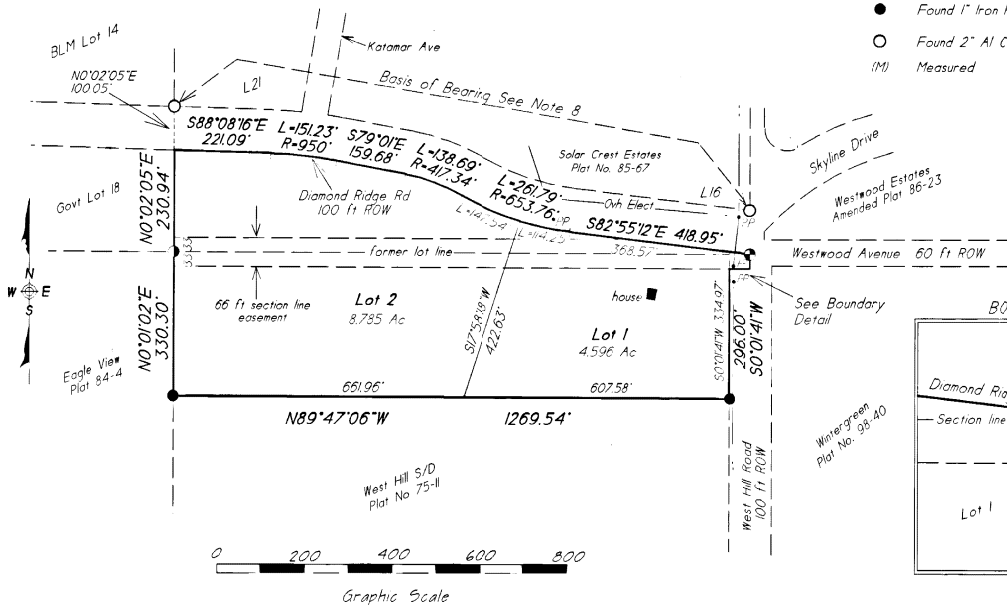


Wetlands



The information depicted hereon is for a graphical representation only of best available information. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.





LEGEND

- Found Cor for Sections 7, 18, 12, & 13
GLO BC 1917 as per Plat No. 98-40 HRD
- Found E 1/16 cor Secs 12 & 13
3 1/4" BLM BC on 2 1/2" iron post, 1952
- Found 1" Iron Pipe as per Plat 75-11 HRD
- Found 2" Al Cap on 5/8" rebar 4469-S, 1985
- (M) Measured

OWNERSHIP CERTIFICATE

We hereby certify that we are the owners of the real property shown and described hereon and that we hereby adopt this plan of subdivision and by our free consent dedicate all rights-of-way to public use and grant all easements to the use shown.

We further certify that the Deed of Trust affecting this property does not contain restrictions which would prohibit this subdivision or require signature and approval of the beneficiary.

Peter J. Arno 12/19/99 Melissa A. Cobb 12/19/99
Peter J. Arno Date Melissa A. Cobb Date
PO Box 237
Homer AK 99603

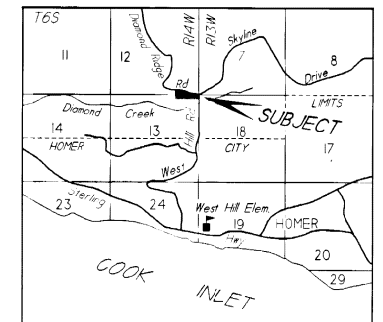
Notary's Acknowledgement
Subscribed and sworn to me before me this 2nd day of December, 1999

for Peter J. Arno and Melissa A. Cobb

Naughton Rave
Notary Public for Alaska
My Commission Expires 7-30-02



Vicinity Map 1" = 1 Mile



NOTES

1. All wastewater disposal systems shall comply with existing applicable laws at the time of construction.
2. No permanent structures shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
3. A building setback of 20 feet is required from all street rights-of-way unless a lesser standard is approved by the appropriate Planning Commission.
4. The front 10 ft. and the entire building setback within 5 ft. of side lot lines is also a utility easement.
5. No access to State maintained rights-of-way permitted unless approved by State of Alaska Department of Transportation.
6. Set 2" self identifying Aluminum cap on 5/8" x 36" long steel rebar at all lot corners unless noted otherwise.
7. Centerline and 50 ft dedication of West Hill Road matches West Hill S/D, Plat No. 75-11 and Wintergreen S/D, Plat No. 98-40. Source of data for Diamond Ridge Road is Solar Crest Estates Plat No. 85-67.
8. Basis of Bearing is the calculated inverse between the SE corner of Lot 16 and the SW corner of Lot 21 as shown on Solar Crest Estates Plat No. 85-67; N79°50'17"W 1340.40' Record 1340.06' Measured.

WASTEWATER DISPOSAL:

These lots are at least 200,000 square feet or nominal 5 acres in size and conditions may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation.

R. W. Imhoff 10-18-99
Roger W. Imhoff LS-5780 Date

PLAT APPROVAL

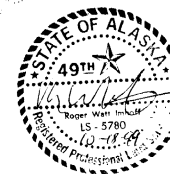
This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of

October 26, 1998
KENAI PENINSULA BOROUGH
By: Max J. Best
Authorized Official

SURVEYORS CERTIFICATE

I hereby certify that I am a Registered Land Surveyor and that this plat represents a survey made by me or under my direct supervision and the monuments shown hereon actually exist as described and that the dimensions and other details are correct to the best of my knowledge.

R. W. Imhoff 10-18-99
Roger W. Imhoff LS-5780 Date



ARNO SUBDIVISION

Being a Subdivision of that parcel of land described in Book 277 Page 506 Homer Recording District

Located in the SE 1/4 SE 1/4 Sec 12 and the NE 1/4 NE 1/4 Sec 13, T6S, R14W, S18

Third Judicial District, State of Alaska
Contains 13.422 Acres, more or less.

Clients: Pete Arno Melissa Cobb PO Box 237 Homer AK 99603	Surveyor: Roger W. Imhoff, RLS PO Box 2588 Homer AK 99603	FB 98-5/98-7 Drawn RWI SCALE 1" = 200 ft.
Date 10-01-98	File arno.vcd	KPB File No. 98-244



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us
(p) 907-235-3106
(f) 907-235-3118

Staff Report 25-37

TO: Homer Advisory Planning Commission
THROUGH: Ryan Foster, City Planner
FROM: Ed Gross, Associate Planner
DATE: August 20, 2025
SUBJECT: Section Line Easement Vacation, Lot 2 Arno Subdivision

Requested Action: Conduct a public hearing and make a recommendation on the vacation of a Section Line Easement.

General Information:

Applicants:	Surveyor: Seabright Survey + Design Katherine A. Kirsis, PLS 1044 East End Road Suite A Homer, AK 99603	Land Owners: Lauren Flynn & Cory Jellicoe PO Box 429 Homer, AK 99603
Location:	Diamond Ridge Road and West Hill Road	
Parcel ID:	Northern Portion- 17357078, Southern Portion- 17357079	
Zoning Designation:	Northern Portion- Kenai Peninsula Borough, Southern Portion- Homer City Limits: Rural Residential	
Existing Land Use:	Single Family home and detached garage/ shop.	
Surrounding Land Use:	North: Residential South: Residential East: Residential West: Residential/vacant	
Comprehensive Plan:	2024 Transportation Plan: no motorized routes are shown using this area of the Section Line. Diamond Ridge Road is located directly to the north of the subject property.	
Wetland Status:	KPB GeoHub indicates potential riverine wetland	
Flood Plain Status:	Zone D, flood hazards undetermined.	
Utilities:	City water and sewer are not available at this time.	
Public Notice:	Notice was sent to 18 property owners of 14 parcels as shown on the KPB tax assessor rolls.	

Analysis: The petition proposes to vacate the section line easement as depicted on the submitted vacation petition diagrams. The petition proposes to maintain legal public access by granting a 20' wide public pedestrian access easement along the northern lot line, adjacent to Diamond Ridge Road, See attached plat. This lot is one legal lot split by City of Homer boundary. For Borough tax assessment purposes, the borough indicates two lots; one in and one out of Homer City Limits.

The section line easement affecting 12 & 13 (T. 6 S., R. 14 W.) is entirely undeveloped. Diamond Ridge Road right-of-way is fully constructed and provides access through Section 12. Westwood Avenue is fully constructed and provides access to the east. The lands to the east have been subdivided and have constructed, maintained access. There are no existing utilities within the easement area to be vacated.

KPB Code

20.65.050(D)(1-8) - Vacations

The (Kenai Peninsula Borough) planning commission shall consider the merits of each vacation request. A platted dedication to public use of land or interest in land may be vacated if the dedication is no longer necessary for present or future public use and in all cases the planning commission shall deem the area being vacated to be of value to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;

Staff Response: The section line easement is not being used.

2. A road is impossible or impractical to construct, and alternative access has been provided;

Staff Response: A road is impractical to construct, alternative access has been provided with the adjacent Diamond Ridge Road to the north.

3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;

Staff Response: The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed or provided for future construction.

4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;

Staff Response: The vacated right-of-way does not provide access to a lake, river, or other area with public interest or value.

5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;

Staff Response: The proposed vacation would not limit opportunities for interconnectivity with adjacent parcels.

6. Other public access, other than general road use, exist or are feasible for the right-of-way;

Staff Response: The subdivider has granted a 20' wide public pedestrian access easement.

7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.

Staff Response: Public Works has no objection.

8. Any other factors that are relevant to the vacation application or the area proposed to be vacated.

Staff Response: The subdivider has granted a 20' wide public pedestrian access easement.

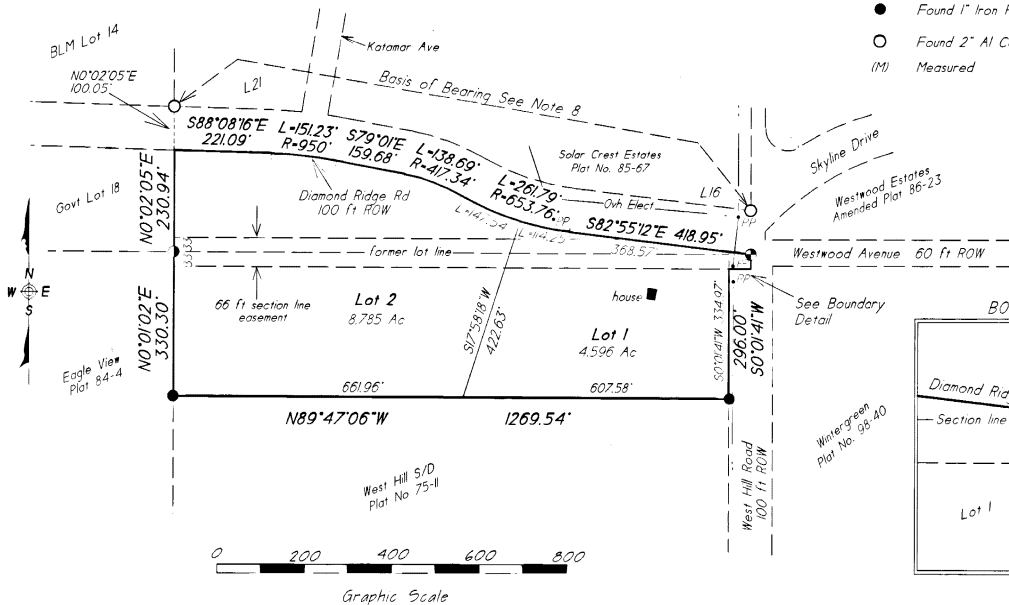
Public Works Comments: Public works has no objection to the vacation of the section line easement.

Staff Recommendation:

Planning Commission recommend approval of the vacation.

Attachments:

1. Arno Subdivision Plat
2. Vacation petition
3. Vacation petition Diagram (with and without imagery)
4. Public Notice
5. Aerial Map



NOTES

1. All wastewater disposal systems shall comply with existing applicable laws at the time of construction.
2. No permanent structures shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
3. A building setback of 20 feet is required from all street rights-of-way unless a lesser standard is approved by the appropriate Planning Commission.
4. The front 10 ft. and the entire building setback within 5 ft. of side lot lines is also a utility easement.
5. No access to State maintained rights-of-way permitted unless approved by State of Alaska Department of Transportation.
6. Set 2" self identifying Aluminum cap on 5/8" x 36" long steel rebar at all lot corners unless noted otherwise.
7. Centerline and 50 ft dedication of West Hill Road matches West Hill S/D, Plat No. 75-II and Wintergreen S/D, Plat No. 98-40. Source of data for Diamond Ridge Road is Solar Crest Estates Plat No. 85-67.
8. Basis of Bearing is the calculated inverse between the SE corner of Lot 16 and the SW corner of Lot 21 as shown on Solar Crest Estates Plat No. 85-67; N79°50'17\"/>

WASTEWATER DISPOSAL:

These lots are at least 200,000 square feet or nominal 5 acres in size and conditions may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation.

R. W. Imhoff 10-18-99
Roger W. Imhoff LS-5780 Date

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of

October 26, 1998
KENAI PENINSULA BOROUGH
By: *M. J. Best*
Authorizing Official

SURVEYORS CERTIFICATE

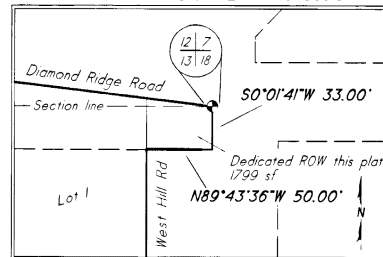
I hereby certify that I am a Registered Land Surveyor and that this plat represents a survey made by me or under my direct supervision and the monuments shown hereon actually exist as described and that the dimensions and other details are correct to the best of my knowledge.

R. W. Imhoff 10-18-99
Roger W. Imhoff LS-5780 Date

LEGEND

- Found Cor for Sections 7, 18, 12, & 13
GLO BC 1917 as per Plat No. 98-40 HRD
- Found E 1/16 cor Secs 12 & 13
3 1/4" BLM BC on 2 1/2" iron post, 1952
- Found 1" Iron Pipe as per Plat 75-II HRD
- Found 2" Al Cap on 5/8" rebar 4469-S, 1985
- (M) Measured

BOUNDARY DETAIL - No Scale



OWNERSHIP CERTIFICATE

We hereby certify that we are the owners of the real property shown and described hereon and that we hereby adopt this plan of subdivision and by our free consent dedicate all rights-of-way to public use and grant all easements to the use shown.

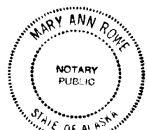
We further certify that the Deed of Trust affecting this property does not contain restrictions which would prohibit this subdivision or require signature and approval of the beneficiary.

Peter J. Arno 12/19/99 *Melissa A. Cobb* 12/19/99
Peter J. Arno Date Melissa A. Cobb Date
PO Box 237
Homer AK 99603

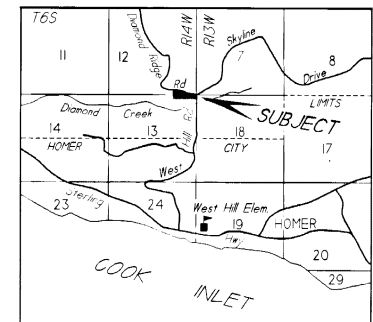
Notary's Acknowledgement
Subscribed and sworn to me before me this 2nd day of December, 1999

for *Peter J. Arno and Melissa A. Cobb*

Naughton Dave
Notary Public for Alaska
My Commission Expires 7-30-02



Vicinity Map 1" = 1 Mile



ARNO SUBDIVISION

Being a Subdivision of that parcel of land described in Book 277 Page 506 Homer Recording District

Located in the SE 1/4 SE 1/4 Sec 12 and the NE 1/4 NE 1/4 Sec 13, T6S, R14W, SM

Third Judicial District, State of Alaska
Contains 13.422 Acres, more or less.

Clients: Pete Arno Melissa Cobb PO Box 237 Homer AK 99603	Surveyor: Roger W. Imhoff, RLS PO Box 2588 Homer AK 99603	FB 98-5/98-7 Drawn RWI SCALE 1" = 200 ft.
Date 10-01-98	File arno.vcd	KPB File No. 98-244



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

PETITION TO VACATE SECTION LINE EASEMENT

PUBLIC HEARING REQUIRED

Upon receipt of complete application with fees and all required attachments, a public hearing before the Planning Commission will be scheduled. The petition with all required information and attachments must be in the Planning Department at least 30 days prior to the preferred hearing date. By State Statute and Borough Code, the public hearing must be scheduled within 60 days of receipt of complete application.

The Kenai Peninsula Borough is advisory to the State of Alaska Department of Natural Resources regarding Section Line Easement Vacations. The State of Alaska has the final authority regarding vacation of Section Line Easements.

Initially, a sketch may be included with the vacation petition for review by the Planning Commission. After the Planning Commission takes action on the vacation, a Section Line Easement Vacation Plat must be prepared by a licensed land surveyor. The plat will be processed in accordance with KPB 20.10.080. Platting authority is vested in the Planning Director.

SUBMITTAL REQUIREMENTS

A Section Line Easement Vacation (SLEV) application will be scheduled for the next available planning commission meeting after a complete application has been received.

- ☐ \$500 non-refundable fee to help defray costs of advertising public hearing. Plat fees will be in addition to the vacation fees.
- ☐ City Advisory Planning Commission. Copy of minutes at which this item was acted on, along with a copy of City Staff Report.
- ☐ Is the section line easement in use by any utility company? If so, which company _____
- ☐ Width of easement proposed to be vacated must be shown on the sketch.
- ☐ 3 copies of the plat or map showing the section line easement to be vacated. Must not exceed 11 x 17 inches in size. Proposed alternative public access to be shown and labeled on the sketch
- ☐ REASON FOR VACATING The petitioner must attach a statement with reasonable justification for the vacation of the section line easement.

Has the section line easement been fully or partially constructed?	☐ Yes	☐ No
Is the section line easement used by vehicles / pedestrians / other?	☐ Yes	☐ No
Is alternative right-of-way being provided?	☐ Yes	☐ No

LEGAL DESCRIPTION OF AREA TO BE VACATED:

Lot 2 Arno Subdivision (HM 2001-78)	
Section, township, range Section 12 & 13, T. 6 S., R. 14 W.	
City (if applicable) Homer	General area Diamond Ridge

The petition must be signed by owners of a majority of the land affected by the section line easement proposed to be vacated. Each petitioner must include address and legal description of his/her property. Attach additional signature sheets if needed.

Submitted by: ☐ Petitioner ☐ Representative	
Name (printed): <u>Laurer Flynn</u>	Signature: <u>[Signature]</u>
e-mail: <u>chamato4@gmail.com</u>	Address: <u>PO Box 429 Homer AK 99603</u>
Owner of:	

Petitioners:	
Name (printed): <u>Cory Jelline</u>	Signature: <u>[Signature]</u>
e-mail: <u>jelline22@gmail.com</u>	Address: <u>PO Box 3555 Homer AK 99603</u>
Owner of:	

Name (printed):	Signature
e-mail:	Address:
Owner of:	

Name (printed):	Signature
e-mail:	Address:
Owner of:	

FOR OFFICE USE ONLY

RECEIVED BY _____ DATE SUBMITTED _____ KPB FILE # _____

RECEIVED

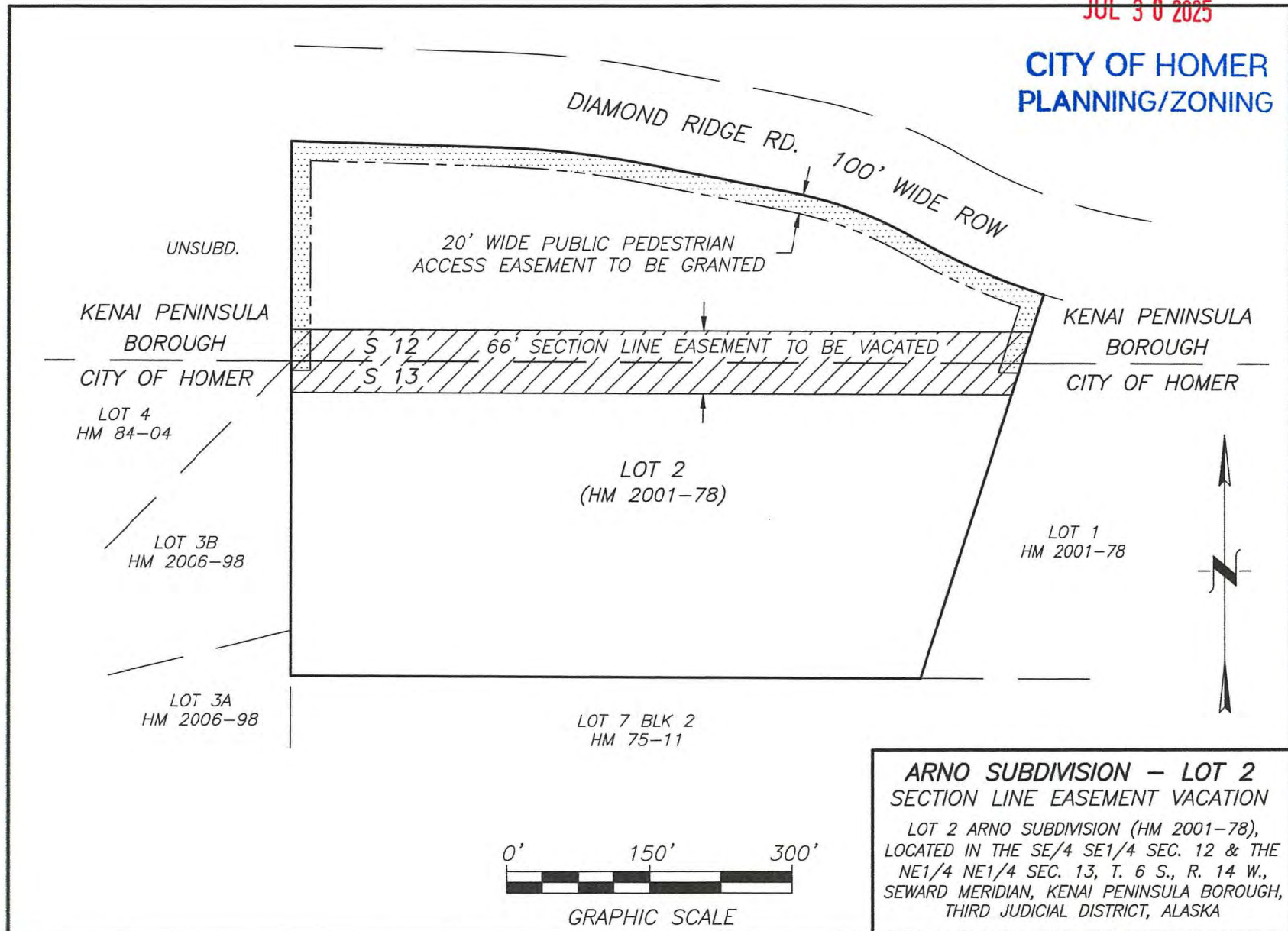
JUL 30 2025

CITY OF HOMER
PLANNING/ZONING

RECEIVED

JUL 30 2025

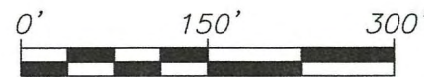
CITY OF HOMER
PLANNING/ZONING



RECEIVED

JUL 30 2025

CITY OF HOMER
PLANNING/ZONING



GRAPHIC SCALE

ARNO SUBDIVISION – LOT 2
SECTION LINE EASEMENT VACATION

LOT 2 ARNO SUBDIVISION (HM 2001-78),
LOCATED IN THE SE/4 SE1/4 SEC. 12 & THE
NE1/4 NE1/4 SEC. 13, T. 6 S., R. 14 W.,
SEWARD MERIDIAN, KENAI PENINSULA BOROUGH,
THIRD JUDICIAL DISTRICT, ALASKA

CITY OF HOMER
PUBLIC HEARING NOTICE - PLANNING COMMISSION MEETING

Public hearings on the matters below are scheduled for Wednesday, August 20, 2025 at 6:30 p.m. during the Regular Planning Commission Meeting. Participation is available virtually via Zoom webinar or in-person at Homer City Hall.

A REQUEST TO VACATE THE 66 FOOT WIDE SECTION LINE EASEMENT ACROSS LOT 2 ARNO SUBDIVISION, T 6S R 14W SEC 13 SEWARD MERIDIAN HM 2001078 ARNO SUB LOT 2 THAT PORTION LYING INSIDE HOMER CITY LIMITS, KNOWN AS 1145 DIAMOND RIDGE RD

In-person meeting participation is available in Cowles Council Chambers located downstairs at Homer City Hall, 491 E. Pioneer Ave., Homer, AK 99603.

To attend the meeting virtually, visit zoom.us and enter the Meeting ID & Passcode listed below. To attend the meeting by phone, dial any one of the following phone numbers and enter the Webinar ID & Passcode below, when prompted: 1-253-215-8782, 1-669-900-6833, (toll free) 888-788-0099 or 877-853-5247.

Meeting ID: 979 8816 0903
Passcode: 976062

Additional information regarding this matter will be available by 5pm on the Friday before the meeting. This information will be posted to the City of Homer online calendar page for August 15, 2025 at <https://www.cityofhomer-ak.gov/calendar>. It will also be available at the Planning and Zoning Office at Homer City Hall and at the Homer Public Library.

Written comments can be emailed to the Planning and Zoning Office at the address below, mailed to Homer City Hall at the address above, or placed in the Homer City Hall drop box at any time. Written comments must be received by 4pm on the day of the meeting.

If you have questions, contact Ryan Foster at the Planning and Zoning Office. Phone: (907) 235-3106, email: planning@ci.homer.ak.us or in-person at Homer City Hall.

NOTICE TO BE SENT TO PROPERTY OWNERS WITHIN 300 FEET OF PROPERTY

.....



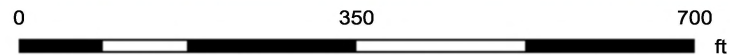
Legend

Transportation

Mileposts

Parcels and PLSS

Tax Parcels



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 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 correction of the data, or use of the data.



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Memorandum

Agenda Changes/Supplemental Packet

TO: PLANNING COMMISSION
FROM: ZACH PETTIT, DEPUTY CITY CLERK II
DATE: AUGUST 20, 2025
SUBJECT: SUPPLEMENTAL

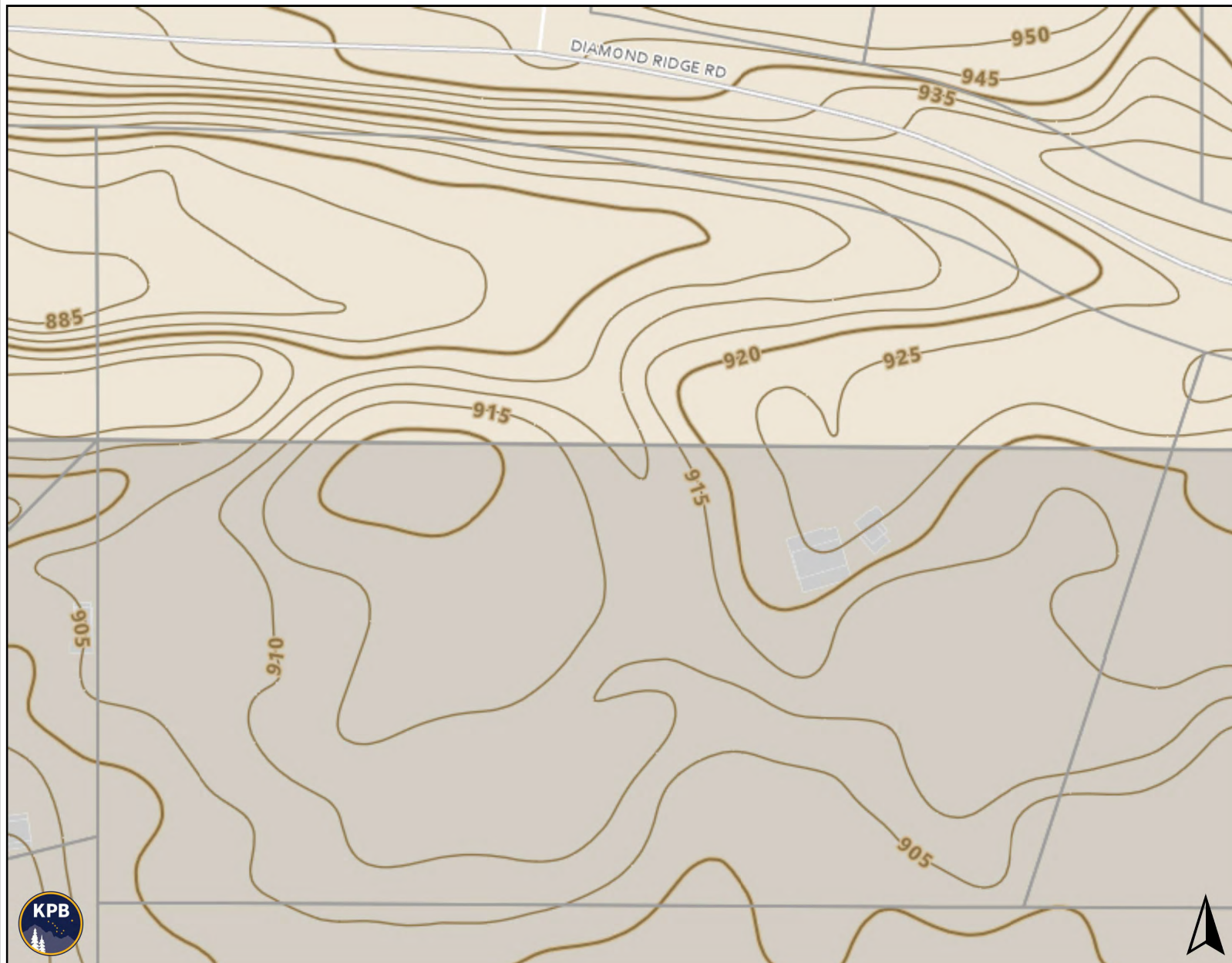
8. PUBLIC HEARINGS

8. A. A REQUEST TO VACATE THE 66-FOOT-WIDE SECTION LINE EASEMENT ACROSS LOT 2 ARNO SUBDIVISION, T 6S R 14W SEC 13 SEWARD MERIDIAN HM 2001078 ARNO SUB LOT 2 THAT PORTION LYING INSIDE HOMER CITY LIMITS, KNOWN AS 1145 DIAMOND RIDGE RD, STAFF REPORT 25-37

1. SLE Vacation – Topography 5’ Intervals **Page 3**
2. SLE Vacation Lot 2 Arno Subdivision – Topography with Elevation Profile **Page 4**

8. B. AN ORDINANCE OF THE HOMER CITY COUNCIL ADOPTING THE 2025 HOMER COMPREHENSIVE PLAN AND RECOMMENDING ADOPTION BY THE KENAI PENINSULA BOROUGH, Memorandum PL 25-038

1. 2045 Homer Comprehensive Plan Update Slideshow **Page 5**
2. Public Comments Received **Page 25**



Legend

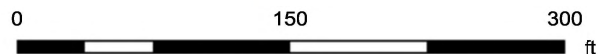
Transportation

Mileposts



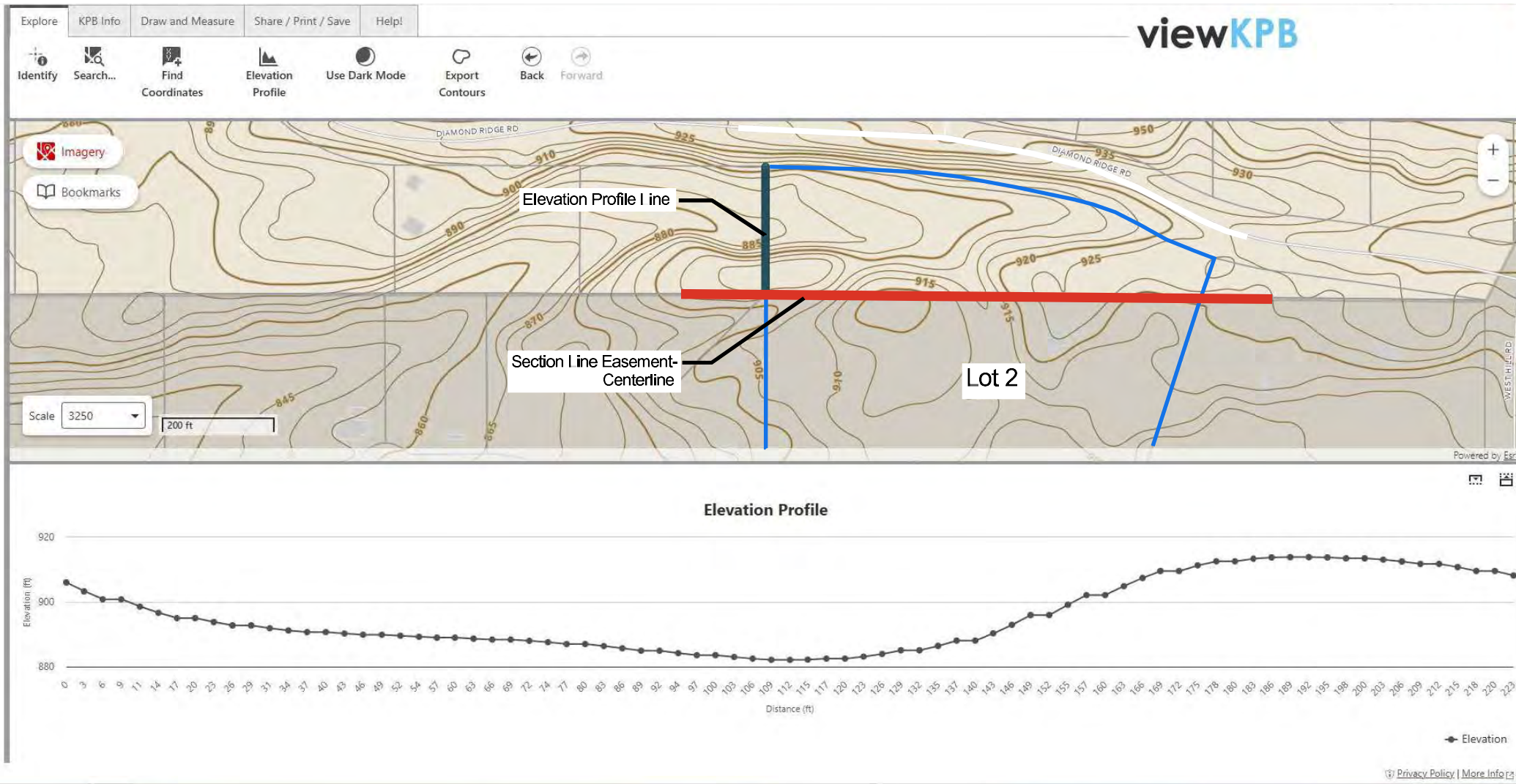
Parcels and PLSS

Tax Parcels



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 of the data, or use of the data.

SLE Vacation Lot 2 Arno Subd. - Topography with Elevation Profile



CALL TO ORDER

Session 25-14, a Regular Meeting of the Planning Commission was called to order by Chair Scott Smith at 6:30 p.m. on August 20th, 2025 in the Cowles Council Chambers in City Hall, located at 491 E. Pioneer Avenue, Homer, Alaska, and via Zoom Webinar.

PRESENT: COMMISSIONERS BARNWELL, HARNESS, SCHNEIDER, H. SMITH, S. SMITH & VENUTI

ABSENT: COMMISSIONER WALKER (EXCUSED)

STAFF: CITY PLANNER FOSTER & DEPUTY CITY CLERK PETTIT

AGENDA APPROVAL

Chair S. Smith read the supplemental items into the record. He then requested a motion and second to approve the agenda as amended.

HARNESS/BARNWELL MOVED TO AMEND THE AGENDA BY TAKING UP PLAT CONSIDERATIONS AFTER RECONSIDERATION.

There was a brief conversation as to where on the agenda inserting the plat consideration made the most sense.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

HARNESS/BARNWELL MOVED TO ADOPT THE AGENDA AS AMENDED.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

CONSENT AGENDA

A. Unapproved Regular Meeting Minutes of August 6, 2025

SCHNEIDER/BARNWELL MOVED TO ADOPT THE CONSENT AGENDA AS PRESENTED.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

PRESENTATIONS/VISITORS

REPORTS

A. City Planner's Report, Staff Report 25-35

City Planner Foster provided a summary of his staff report in the packet, noting the following:

- Ordinance 25-54 has been referred to the Planning Commission and the Economic Development Advisory Commission.
- Next Regular Meeting is scheduled for Wednesday, September 3, 2025.
- Next Commissioner report to Council on August 25, 2025.

There was a brief discussion regarding the United States Army Corps of Engineers fill permit down at the Spit.

PUBLIC HEARINGS

- A. A REQUEST TO VACATE THE 66-FOOT-WIDE SECTION LINE EASEMENT ACROSS LOT 2 ARNO SUBDIVISION, T 6S R 14W SEC 13 SEWARD MERIDIAN HM 2001078 ARNO SUB LOT 2 THAT PORTION LYING INSIDE HOMER CITY LIMITS, KNOWN AS 1145 DIAMOND RIDGE RD, Staff Report 25-37

Chair S. Smith introduced the item by reading of the title and deferred to City Planner Foster, who provided a summary of his staff report in the packet.

Chair S. Smith opened the floor for the Applicant. Katie Kirsis noted that she was the surveyor for the project and made herself available for any questions.

Chair S. Smith then opened the public hearing. With no one coming forward to speak, Chair S. Smith closed the public hearing. He then opened the floor to questions from the Commission.

Commissioner Harness questioned why the pedestrian easement was only 20 feet instead of 66 feet similar to the section line easement. Ms. Kirsis stated it's not likely a trail would be constructed through that area, and therefore 20 feet is a reasonable width to reserve for public access.

Commissioner H. Smith asked if the easement would affect what is defined as inside or outside city limits. Ms. Kirsis stated that it wouldn't affect the legal boundaries.

SCHNEIDER/BARNWELL MOVED TO ADOPT STAFF REPORT 25-37 AND RECOMMEND APPROVAL OF THE VACATION OF THE SECTION LINE EASEMENT ACROSS LOT 2 ARNO SUBDIVISION.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- #### B. AN ORDINANCE OF THE HOMER CITY COUNCIL ADOPTING THE 2025 HOMER COMPREHENSIVE PLAN AND RECOMMENDING ADOPTION BY THE KENAI PENINSULA BOROUGH, Memorandum PL 25-038

With no other nominations called out, Vice Chair Barnwell declared Commissioner S. Smith re-elected as Chair.

INFORMATIONAL MATERIALS

- A. 2025 Planning Commission Calendar
- B. 2025 Planning Commission Meeting Dates & Submittal Deadlines
- C. Memorandum from City Clerk re: Call for the Question & Open Meeting vs Quorum Requirements

Chair S. Smith noted the informational materials included in the packet.

COMMENTS OF THE AUDIENCE

COMMENTS OF THE STAFF

City Planner Foster thanked everyone for their hard work and great conversations regarding the Comprehensive Plan.

COMMENTS OF THE MAYOR/COUNCILMEMBER (If Present)

Councilmember Aderhold thanked the Commission for the thoughtful deliberation in regards to the Comprehensive Plan, noting that she agreed with much of what was said.

COMMENTS OF THE COMMISSION

Commissioner Venuti opined that the Commission should've been involved in the Comprehensive Plan process from the very beginning. He commended Ms. Wade and Agnew::Beck for a great job in developing the plan.

Commissioner Harness thanked everyone for a great meeting, noting that the Commission worked through a lot of details tonight.

Commissioner S. Smith apologized for his recent absence. He stated he understands the importance of the Comprehensive Plan and that he's hopeful it can be representative of the community. He gave thanks to the Commission and Agnew::Beck.

Commissioner Schneider noted that he's impressed with the Comprehensive Plan and thanked everyone involved in the process.

Commissioner Barnwell thanked Agnew::Beck and City Planner Foster for their extensive work on the Comprehensive Plan.

Commissioner S. Smith echoed all the sentiments made by the Commission. He suggested the Commission come back to the next meeting with their comments written down and ready to discuss them. He noted that there are unique perspectives and unique voices that make the Comprehensive Plan great.

ADJOURN

There being no further business to come before the Commission, Chair S. Smith adjourned the meeting at 9:45 p.m. The next Regular Meeting is scheduled for **Wednesday, September 3rd, 2025 at 6:30 p.m.** All meetings



MEMORANDUM

Authorizing Travel for the Mayor and up to Six Council Members to attend the Alaska Municipal League Annual Conference in Anchorage, Alaska, December 8-12, 2025.

Item Type: Action Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: October 17, 2025
From: Zach Pettit, Acting City Clerk

The Alaska Municipal League (AML) 75th Annual Local Government Conference is scheduled in Anchorage, Alaska, December 8-12, 2025, in Anchorage, Alaska.

The AML is a voluntary, nonprofit, nonpartisan, statewide organization of 140 cities, boroughs, and unified municipalities, representing over 97 percent of Alaska's residents. Originally organized in 1950, the League of Alaska Cities became the Alaska Municipal League in 1962 when boroughs joined the League.

Meetings include Newly Elected Officials (NEO), Alaska Conference of Mayors, board committees and meeting with Legislators.

Cost estimates for travel include round trip airfare from Homer to Anchorage at \$375 per person or mileage at \$0.70 per mile, and room rates at \$169-\$189 plus tax per night. Per diem is \$58 per day, for three meals. Conference registration for NEO only is virtual at no cost or \$225 in person. Conference registration is \$350, and Alaska Conference of Mayors is \$150.

RECOMMENDATION:

Approve travel for Mayor and Council Members to attend the AML Annual Conference in Anchorage Alaska.



MEMORANDUM

Authorizing Travel for the Mayor and up to Six Council Members to attend the Alaska Municipal League Annual Conference in Anchorage, Alaska, December 8-12, 2025.

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

Background

During the design process for the current Homer Public Library building, the architects envisioned installing a security grille between the meeting room and the main floor, allowing the meeting room to be used outside of library hours.

City Council previously appropriated \$30,000 for work on such a grille, and staff applied for grant funding to provide the remaining balance needed to complete the job. It gives me great pleasure to report that the Rasmuson Foundation has generously offered a grant of \$19,000, sufficient to fully fund the project according to the cost estimates produced in February 2025. Any cost overruns would have to come from another source.

I recommend accepting the Rasmuson grant. There is no required match.

Timeline (Future Dates are Tentative)

- 6/10/24: Council passes Ord. 24-24(A), appropriating \$30,000 for the project.
- 5/29/25: All design and permitting work is complete.
- 6/23/25: Council passes Reso. 25-064, directing staff to apply for additional grant funding up to \$25,000.
- 9/29/25: The library receives notice that the Rasmuson Foundation has awarded \$19,000 for the grille.
- 10/27/25: Ordinance 25-65 introduced to accept and appropriate the Rasmuson grant.
- 11/30/25: Advertise Invitation to Bid (ITB) for construction contract.
- 12/31/25: ITB closes.
- 1/15/26: Select winning bid.
- 2/16/26: Award construction contract.
- Feb.-Apr. 2026: Fabrication and delivery of materials.
- 5/31/26: Construction complete.

Recommendation: Accept and appropriate the Rasmuson grant.

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 24-24(A)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY25 CAPITAL BUDGET TO PROVIDE FOR
NECESSARY MID-BIENNIUM BUDGET ADJUSTMENTS.

THE CITY OF HOMER ORDAINS:

Section 1. The Capital Budget for the following funds are hereby amended to provide
funding for the fiscal year ending June 2025:

Capital Projects Funds:

General Fund Fleet CARMA (152)	\$ 57,000
General Fund CARMA (156)	\$ 614,900 <u>159,400</u>
Utility CARMA (256)	\$ 305,000 <u>225,000</u>
Port Fleet Reserves (452)	\$ 0
Port Reserves (456)	\$ 68,000
HART Roads (160)	\$ 95,000
HART Trails (165)	\$ 0
HAWSP (205)	\$ 185,000 <u>35,000</u>
General Fund Unassigned (100)	\$350,000 <u>875,000</u>
Total Capital Expenditures	\$1,674,900 <u>1,514,400</u>

Section 2. This is a budget amendment ordinance only, is not permanent in nature, and
shall not be codified.

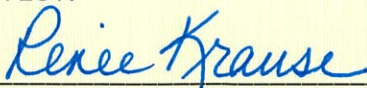
ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 10th day of June, 2024.

CITY OF HOMER



KEN CASTNER, MAYOR

ATTEST:



RENEE KRAUSE, MMC, CITY CLERK

43

44 YES: 6

45 NO: 0

46 ABSTAIN: 0

47 ABSENT: 0

48

49 First Reading: 5/28/24

50 Public Hearing: 6/10/24

51 Second Reading: 6/10/24

52 Effective Date: 6/11/24

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Library Director

RESOLUTION 25-064

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

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

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

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

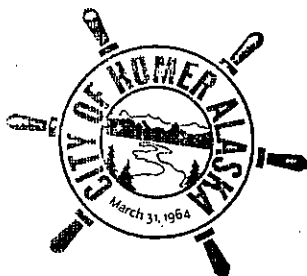
WHEREAS, The Homer City Council previously authorized \$30,000 for this project
through Ord. 24-24(A), and all necessary design and permitting work is now complete, but
further funding will be needed to finish installation; and

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

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

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

CITY OF HOMER




RACHEL LORD, MAYOR

45 ATTEST:

46

47

48

49

Renée Krause
RENEE KRAUSE, MMC, CITY CLERK

RASMUSON FOUNDATION CAPITAL SUPPORT**GRANT AGREEMENT**

Grantee: City of Homer - Homer Public Library

Total Award Amount: \$19,000.00

Award Detail and Conditions: \$19,000 grant to support the purchase of a Security Grille

Grant Number: 19835

Grant Type: Tier I

[REDACTED]

Use of Grant Funds

The grant ("Grant") is made for the specific Award Detail and Conditions described above (the "Project"). Grantee agrees that the entire amount of the Grant will be used for the Project, which may include associated indirect costs. Grantee further agrees that the Grant will be used exclusively for charitable purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). No portion of this Grant is earmarked for use in carrying on propaganda or otherwise attempting to influence legislation.

Grantee agrees not to use any portion of the Grant: (i) to participate in any campaign on behalf of or in opposition to any candidate for public office; (ii) to carry on, directly or indirectly, any voter registration drive; (iii) to make grants to individuals on a nonobjective basis; or (iv) for any purpose other than one specified in Code Section 170(c)(2)(B) (e.g., charitable or educational purposes). Grantee agrees to repay to the Foundation any portion of the Grant that is not used for the Project or for charitable purposes.

Term and Extensions

The Grant has the following beginning and end dates (the "Term"):

Grant start date: September 29, 2025

Grant end date: October 29, 2026

If Grantee cannot complete the Project during the Term, Grantee may submit a written request for an extension that explains the need for an extension and includes: (i) the proposed new timeline and end date; and (ii) a description of remaining activities needed to complete the Project. Extensions are made at the Foundation's sole discretion. If there are remaining Grant funds at the end of the Term, including, if applicable, any Term extension, Grantee agrees to return such funds to the Foundation.

Budget Revision

If necessary, and prior to incurring any new expenses, Grantee may submit a written request detailing any proposed revisions to its budget needed to complete the Project. Project budget revisions are in the Foundation's sole discretion.

Control of Grant Funds

Grantee accepts this Grant for its own account and not as an agent for any other organization. Grantee will not distribute any Grant funds to any other organization.

Tax Status

By accepting the Grant, Grantee confirms that there has been no change to its tax status since submitting its application to the Foundation. In the event there is a change in tax status, Grantee agrees to notify the Foundation as soon as possible. In such event, Grantee agrees that the Foundation may terminate this award and/or require the Grantee to return any unspent Grant funds.

Changes in Key Personnel or Contact Information

Grantee agrees to notify the Foundation of any changes in its contact information, leadership, or key personnel.

Termination of Award

Failure to fulfill the terms of this agreement may result in the termination of the Grant. If the Grant is terminated, the Foundation may require Grantee to return Grant funds.

Grant Payments and Reporting Requirements

After Grantee signs and returns this agreement, the Foundation will pay the Grant via BILL (formerly Bill.com - www.bill.com). Some multi-year projects will involve multiple payments, which will be made upon receipt and the Foundation's approval of the progress report(s) listed below.

A final report is due within 30 days after the end of the Term. If all Grant funds are expended, but the Project is not complete, Grantee will continue to send reports until the Project is complete. In each report, Grantee should describe the Project's status, a description of how the Grant funds were used for the Project, and the Project's impact on the Grantee and community.

Reports should be submitted online through the Foundation's grants login (grants.rasmuson.org). If necessary due to technology barriers, the Grantee may submit a final report via email to grants@rasmuson.org.

Estimated Payments

\$19,000.00 - October 15, 2025

Progress Reports Due (if listed)**Final Report Due**

November 30, 2026

Grant Review

Grantee will permit representatives of the Foundation to visit Grantee's premises and review Grantee's activities with respect to the Project, and will permit the Foundation, at its own expenses, to conduct an independent financial and/or programmatic audit of the expenditure of the Grant.

On behalf of Rasmuson Foundation, we are pleased to partner with you and appreciate all you do for Alaska.

By:

Date:

Gretchen Guess

President & CEO

On behalf of City of Homer - Homer Public Library, the above terms and conditions are accepted and agreed to. *Please have an authorized official sign this agreement.*

By:

Date:

David Berry

Library Director



Agenda

Library Advisory Board Regular Meeting

Tuesday, October 21, 2025 at 5:30 PM

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

Homer City Hall

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

Zoom Webinar ID: 991 8847 0047 Password: 125016

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

CALL TO ORDER, 5:30 P.M.

AGENDA APPROVAL

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

RECONSIDERATION

APPROVAL OF MINUTES

- A. Unapproved Minutes for September 16, 2025

VISITORS/PRESENTATIONS

STAFF & COUNCIL REPORT/COMMITTEE REPORTS

- A. Designate LAB member to report to council
- B. Library Directors Report
- C. Legislative Report

NEW BUSINESS

- A. Library Security Grille

KUSZMAUL/BALIEY MOVED TO RECCOMEND USING THE SPENDABLE BALANCE FROM THE LIBRARY ENDOWMENT FUND TO COVER COST OVERRUNS, SHOULD IT BECOME NECESSARY, UP TO A MAXIMUM OF \$7,500.

There was no discussion.

VOTE: NON – OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- B. Library Privacy Policy

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Library Director

ORDINANCE 25-65

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FY26 CAPITAL BUDGET BY ACCEPTING AND
APPROPRIATING A RASMUSON FOUNDATION GRANT IN THE
AMOUNT OF \$19,000 FOR A SECURITY GRILLE AT THE HOMER
PUBLIC LIBRARY.

WHEREAS, Installing a security grille at the Homer Public Library would enhance the
usability of the library meeting room by making it easier for community groups to gather
outside of library hours; and

WHEREAS, Through Ord. 24-24(A), the City Council appropriated \$30,000 for this
project; and

WHEREAS, Through Reso. 25-064, the City Council also directed staff to apply for
supplemental grant funding; and

WHEREAS, The Rasmuson Foundation has awarded the City a grant of \$19,000 to
complete the project, with no required match.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby accepts and appropriates a Rasmuson
Foundation grant in the amount of \$19,000 for a security grille at the Homer Public Library.

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
157-xxxx	Rasmuson Foundation Grant	\$19,000

Section 2. The City Manager is authorized to negotiate and execute the appropriate
documents.

Section 3. This ordinance is a budget amendment only, is not of a permanent nature
and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this ____ day of November, 2025.

43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64

ATTEST:

ZACH PETTIT, ACTING CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER

RACHEL LORD, MAYOR



MEMORANDUM

Ordinance 25-66, An Ordinance of the City Council of Homer, Alaska Amending the FY26 Operating Budget by Accepting and Appropriating 2020 Gulf of Alaska Pacific Cod Federal Fishery Disaster Relief Funds in the Amount of 13,137.38 to the Port and Harbor Enterprise Fund. City Manager/Port Director

Item Type: Backup Memorandum
Prepared For: Mayor and City Council
Date: October 21, 2025
From: Melissa Jacobsen, City Manager

We recently received notice from the Pacific States Marine Fisheries Commission that the City of Homer is eligible to receive a portion of the 2020 Gulf of Alaska (GOA) Pacific Cod Federal Fishery declared disaster relief funding. The distribution is part of the spending plan authored by the Alaska Department of Fish and Game to provide relief in the form of direct payments to municipalities and boroughs that rely on fishery income that makes up a significant share of local budgets supporting education, public works, and port operations.

Typically, revenue from fish landings is generated under the state's Fishery Business Tax, where a 3% tax is applied to shore-based landings, with the revenue shared 50/50 between the state and the municipalities/boroughs where the landings occur. In areas with both a municipality and borough, the revenue is split equally between the two entities.

To be eligible for the disaster relief funding, the City had to show GOA Pacific Cod landings in 2020 or in three of five years from 2015–2019, have GOA Pacific Cod landings exceeding 10,000 pounds in at least three of six years from 2015–2020, and have 2020 GOA Pacific Cod landings below their 2015–2019 average.

The City's allotment, a one-time payment in the amount of \$13,137.38 is a pro-rated percentage of the disaster funding based on each affected community's share of total losses among all eligible communities. There are no stipulations on how the funds are used; communities can use disaster funds however they would have otherwise used collected raw fish taxes.

Recommendation: Accept and appropriate the 2020 Gulf of Alaska Pacific Cod Federal Fishery disaster relief funds and authorize the City Manager to execute the appropriate documents.



6720 S. MACADAM AVE, SUITE 200, PORTLAND, OREGON 97219 | OFFICE 503-595-3100

WWW.PSMFC.ORG | RELIEF.PSMFC.ORG

October 14, 2025

CITY OF HOMER
C/O MELISSA JACOBSEN
491 E. PIONEER AVENUE
HOMER, AK 99603

RE: 2020 Gulf of Alaska Pacific Cod Federal Fishery Disaster Relief for Communities / Boroughs

ADF&G recommended direct payments totaling \$709,000 to municipalities and boroughs that depend on revenues from GOA Pacific Cod landings and related activities. These entities were affected by the disaster because fishery income makes up a significant share of local budgets supporting education, public works, and port operations. The state's 3% Fishery Business tax on shore-based landings is split equally between the state and the municipalities or boroughs where landings occur; if both applied, revenues are divided 50/50 between them.

To qualify, communities had to:

1. Show GOA Pacific Cod landings in 2020 or in three of five years from 2015–2019.
2. Have GOA Pacific Cod landings exceeding 10,000 pounds in at least three of six years from 2015–2020.
3. Have 2020 GOA Pacific Cod landings below their 2015–2019 average.

Funds were distributed proportionally to each community's share of total losses. If represented by both a municipality and a borough, funds were split evenly. Eligible landings occurred in:

- Kodiak and Kodiak Island Borough
- City of Whittier
- City of Seward, City of Homer, and Kenai Peninsula Borough
- City of Cordova
- City of Unalaska/Dutch Harbor
- City and Borough of Juneau
- City of Sand Point, City of Akutan, City of King Cove, and Aleutians East Borough

The **CITY OF HOMER** is eligible for a one-time payment of **\$13,137.38**. To receive this one-time payment please complete the requested information found on the back of this notice and complete / return the attached W-9 and ACH authorization form. **Please ensure all documents are submitted no later than 5:00 pm PST on Friday, November 7, 2025.** Instructions for submitting this application can be found on the next page.

Point of Contact: _____

Email: _____

Phone: _____

Please upload your application package to the following directory:

short.psmfc.org/disaster-submissions

If possible, please consolidate all pages into a single file and name it as follow, using the date you submit:

HOMER_YYYY.MM.DD (e.g., today's date would be 2025.10.14).

CITY OF HOMER
C/O MELISSA JACOBSEN
491 E. PIONEER AVENUE
HOMER, AK 99603



PACIFIC STATES MARINE FISHERIES COMMISSION
205 SE SPOKANE STREET, SUITE 100
PORTLAND, OREGON 97202-6487
PHONE (503) 595-3100 • FAX (503) 595-3232
WWW.PSMFC.ORG
WWW.RELIEF.PSMFC.ORG

Authorization For ACH Payment

Name: _____
(Last Name or Business) (First Name) (MI)

Address: _____ City: _____

State: _____ Zip Code: _____

Email: _____ Phone: _____

I hereby grant **The Pacific States Marine Fisheries Commission** permission to electronically deposit funds into my account as follows:

☐ Checking Account Account Name: _____
☐ Savings Account Bank Name: _____
 Account Number: _____
 Routing Number: _____

Signature: _____ Date: _____

CLEAR FORM

"To promote the conservation, development and management of Pacific coast fishery resources through coordinated regional research, monitoring and utilization"

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**CITY OF HOMER
HOMER, ALASKA**

City Manager/Port Director

ORDINANCE 25-66

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY26 OPERATING BUDGET BY ACCEPTING AND
APPROPRIATING THE 2020 GULF OF ALASKA PACIFIC COD
FEDERAL FISHERY DISASTER RELIEF FUNDS IN THE AMOUNT OF
\$13,137.38 TO THE PORT AND HARBOR ENTERPRISE FUND.

WHEREAS, The City received notice from the Pacific States Marine Fisheries Commission that the City of Homer is eligible to receive a portion of the 2020 Gulf of Alaska Pacific Cod Federal Fishery disaster relief funding; and

WHEREAS, The distribution is part of the spending plan authored by the Alaska Department of Fish and Game to provide relief in the form of direct payments to municipalities and boroughs that rely on fishery income that makes up a significant share of local budgets supporting education, public works, and port operations; and

WHEREAS, The City's allotment, a one-time payment in the amount of \$13,137.38 is a pro-rated percentage of the disaster funding based on each affected community's share of total losses among all eligible communities.

NOW THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 operating budget by accepting and appropriating 2020 Gulf of Alaska Pacific Cod Federal Fishery declared disaster relief funding to the Port and Harbor Enterprise fund as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
400	Port & Harbor Operating Fund	\$13,137.38

Section 2. This is a budget amendment ordinance, is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ of November, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

44 ATTEST:

45

46

47 _____
ZACH PETTIT, ACTING CITY CLERK

48

49 YES:

50 NO:

51 ABSTAIN:

52 ABSENT:

53

54 First Reading:

55 Public Hearing:

56 Second Reading:

57 Effective Date:



MEMORANDUM

Resolution 25-090, A Resolution of the City Council of Homer Alaska Awarding the Contract for Design of the A Frame Transmission Line Replacement Project to Respec Company, LLC of Anchorage, Alaska in the Amount of \$190,289 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. Public Works Director/City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: October 8, 2025
From: Daniel Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

I. Issue:

The purpose of this Memorandum is to request approval to award the design contract for the A-Frame Transmission Line Replacement Project to RESPEC Company, LLC.

II. Background:

This project is to replace the 60-year-old, cast iron trunk line carrying water from the treatment plant to the west side of Homer. The line runs from the water treatment plant down the steep hill behind the hospital to feed into the water mains on Mountain View and Island View. The Public Works Department is concerned that the ground, which is on a 50 – 65% slope, will move, from earthquake or slope slumping, causing the aging pipe to fail.

The City submitted a questionnaire to receive a loan 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 A-Frame Transmission Line Replacement Project is for \$1,331,882 and was awarded principal forgiveness equal to the full value of the loan.

III. Proposals Received:

In accordance with the procurement policy manual, the City advertised a request for proposals in the Homer News on August 21 and 28, 2025 and in the Anchorage Daily News on August 24, 2025. Proposals were opened at 3:00 PM on September 24, 2025, and three proposals were received. These proposals were scored by a team of three evaluators according to criteria

established in the RFP documents. Below is a table showing the proposals received along with their respective scores and prices.

	HDR	RESPEC	Nelson Eng.
Similar Projects (120 possible pts)	112	72	60
Project Manager (60 possible pts)	48	42	44
Project Team (90 possible pts)	84	66	60
Cost (40 possible pts)	7	26	30
Cost (Numeric)	\$733,605	\$190,289	\$165,927
Total Points	251	206	194

HDR scored the most points. However, the procurement policy manual gives the City the authority to reject any bids or proposals that exceed the engineer's estimate by more than 15%. The Public Works Department created an engineer's estimate that valued the combined cost of design and construction at \$1,331,882. HDR's proposal for \$733,605 and the line item for design in the engineer's estimate is \$250,000. HDR's price exceeded the engineer's estimate by over 300%. Therefore, based off the Procurement Policy 2.7b, which states that "*Bids that exceed the Engineer Estimate by more than 15% may be rejected*", the Public Works Department has recommended rejecting their proposal and awarding the contract to RESPEC, who had the next highest score.

IV. Recommendation

The Public Works Department recommends that the City Council of Homer Alaska award a contract for the design of the A-Frame Transmission Line Replacement Project to RESPEC Company, LLC of Anchorage Alaska in the amount of \$190,289.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 25-090

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AWARDING THE CONTRACT FOR THE DESIGN OF THE A-FRAME
TRANSMISSION LINE REPLACEMENT PROJECT TO RESPEC
COMPANY, LLC OF ANCHORAGE ALASKA IN THE AMOUNT OF
\$190,289 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE
AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, In accordance with the Procurement Policy the Request for Proposal (RFP)
was advertised in the Homer News on August 21, 2025 and August 28, 2025, in the Anchorage
Daily News on August 24, 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 two addendums issued and proposals were due by 3:00 p.m. on
Wednesday, September 24, 2025, and 3 proposals were received; and

WHEREAS, The proposals were reviewed in accordance to the criteria established in the
RFP documents, which aligns with the City's Procurement Policy, and it was determined that
RESPEC Company, LLC of Anchorage, Alaska proposal best matched the City's needs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards the
Contract for the design of the A-Frame Transmission Line Replacement Project to RESPEC
Company, LLC of Anchorage Alaska in the Amount of \$190,289 and authorizes the City Manager
to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 27th day of October, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

ZACH PETTIT, ACTING CITY CLERK

45

46 Fiscal Note: Resolution 25-077 Authorized the City to apply for a loan from the ADEC Drinking
47 Water State Revolving Fund in the amount of \$1,331,882 for the design and construction of the
48 A-Frame Transmission Line Replacement Project.



MEMORANDUM

Resolution 25-091, A Resolution of the City Council of Homer, Alaska, Awarding a Contract for the Construction of the Raw Water Transmission Line Replacement Project to Southcentral Construction, Inc. of Anchorage, Alaska, in the Amount of \$1,413,485.37 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: City Council
Date: October 14, 2025
From: Daniel Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

I. Issue:

The purpose of this Memorandum is to request approval to award the construction contract for the Raw Water Transmission Line Replacement Project to Southcentral Construction, Inc.

II. Background:

The Raw Water Transmission Line is a very old cast iron pipe that conveys water from the Raw Water Pump house on the shore of Bridge Creek Reservoir to the Drinking Water Treatment Plant. This pipe has had numerous cracks/failures in recent years due to the age and condition of the pipe. A catalyst of this project is being proactive, because if the City experienced a serious earthquake, a major failure is possible that could leave the entire City without water for a prolonged duration. The City Council adopted Ordinance 20-56, which appropriated \$215,000 which was later increased to \$247,585 by Ordinance 21-18 for the design of a new raw water transmission line.

The City received a grant from the Alaska Department of Homeland Security and Emergency Management through the Hazard Mitigation Grant Program which was accepted by Ordinance 23-58. The grant originally awarded was \$2,109,033 but was increased to \$2,229,333 to include the installation of new fiber optic cable running parallel to the water main.

III. Bids Received:

In accordance with the procurement policy manual, the City advertised an invitation to bid in the Homer News on August 7 and 14, 2025 and in the Anchorage Daily News on August 10, 2025.

Bids were opened at 2:00 PM on September 19, 2025, and six bids were received as listed in the table below. As indicated in the table below, Southcentral Construction, Inc was the lowest responsive bidder.

Bidder	Bid Value
Southcentral Construction, Inc.	\$1,413,485.37
East Road Services, Inc.	\$1,598,008.00
Bristol Prime Contractors, LLC	\$3,807,244.61
Central Environmental, Inc.	\$2,821,567.50
Granite Construction Company	\$3,108,351.00
Caliber Construction Alaska, LLC	\$3,995,280.64

IV. Recommendation

The Public Works Department recommends that the Homer City Council award the contract for the construction of the Raw Water Line Replacement Project to Southcentral Construction, Inc. of Anchorage Alaska in the amount of \$1,413,485.37.

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 23-58

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY24 CAPITAL BUDGET BY ACCEPTING AND APPROPRIATING A HAZARD MITIGATION GRANT PROGRAM AWARD IN THE AMOUNT OF \$2,109,033 FROM THE ALASKA DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT (DHS&EM) TO REPLACE THE CITY'S RAW WATER TRANSMISSION MAINS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The DHS&EM Hazard Mitigation Grant Program assists States and local communities in implementing long-term hazard mitigation measures following a major disaster; and

WHEREAS, Municipalities in the Kenai Peninsula Borough were eligible to apply for Hazard Mitigation Grant Program funds after a federal disaster declaration was approved for the November 30, 2018 earthquake in Alaska; and

WHEREAS, The City of Homer applied for funds to replace the City's 47-year old, seismically vulnerable, cast iron raw water transmission mains with more resilient High Density Polyethylene pipe designed to the specifications in Seismic Guidelines for Water Pipelines (ALA, 2005); and

WHEREAS, The City is pleased to have been awarded \$2,109,033 from the DSH&EM Hazard Mitigation Grant Program to support activities essential to replace the cast iron water mains; and

WHEREAS, Protecting the City's critical water utility infrastructure from seismic damage significantly mitigates the likelihood, severity, and duration of adverse life, health and public safety consequences related to earthquake events.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

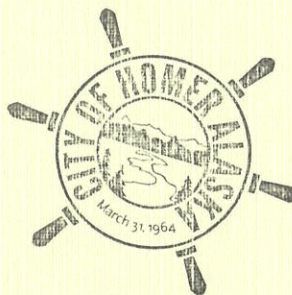
Section 1. The Homer City Council hereby amends the FY24 Capital Budget by accepting and appropriating the Hazard Mitigation Grant 4413-001 1R from the Alaska Division of Homeland Security and Emergency Management in the amount of \$2,109,033 as follows:

48
49 Section 3. This is a budget amendment ordinance, is temporary in nature, and shall
50 not be codified.


KEN CASTNER, MAYOR

MELISSA JACOBSEN, MMC, CITY

Effective Date: November 28, 2023



**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 25-14

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
ACCEPTING AND APPROPRIATING THE HAZARD MITIGATION
GRANT 4413-001 AMENDMENT #2 FROM THE ALASKA DIVISION OF
HOMELAND SECURITY & EMERGENCY MANAGEMENT WHICH ADDS
FUNDS IN THE AMOUNT OF \$120,300 TO PROCURE AND
CONSTRUCT A FIBER OPTIC LINE AS PART OF THE RAW WATER
TRANSMISSION MAIN REPLACEMENT PROJECT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
APPROPRIATE DOCUMENTS.

WHEREAS, The Alaska Division of Homeland Security and Emergency Management
(DHS&EM) Hazard Mitigation Grant Program (HMGP) assists States and local communities in
implementing long-term hazard mitigation measures following a major disaster; and

WHEREAS, The City of Homer applied to and was awarded HMGP funds to replace the
City's 47-year old, seismically vulnerable, cast iron raw water transmission mains with more
resilient High Density Polyethylene (HDPE) pipe designed to the specifications in Seismic
Guidelines for Water Pipelines (ALA, 2005); and

WHEREAS, Homer City Council accepted and appropriated the HGMP grant award 4413-
001 1R via Ordinance 23-58 on November 27, 2023; and

WHEREAS, During the implementation of the project, the City recognized the need to
upgrade the dedicated communications line that allows operation of water supervisory
controls and data acquisition (SCADA) systems, as the communications line is presently a
twisted pair copper wire at approximately 50-years old that has deteriorated, experiences
frequent outages and poses a long-term vulnerability in the City of Homer drinking water
supply system; and

WHEREAS, The City requested a Scope of Work and Budget Modification from DHS&EM
to address this vulnerability by procuring and constructing 3,800 feet of buried fiber optic line
to provide secure, reliable and resilient SCADA communications; and

WHEREAS, SCADA reliability is critical to the operation of the City's drinking water utility
as it provides real-time monitoring, control data transmission and alerts of various parameters
at both the un-manned raw water pump station and the water treatment plant; and

WHEREAS, DHS&EM approved the City's Scope of Work Change and Budget Modification request and has issued an Amendment to the Hazard Mitigation Grant 4413-001 1R to add the fiber optic line to the project's scope and budget in the amount of \$120,300.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY25 Capital Budget by accepting and appropriating the Hazard Mitigation Grant 4413-001 1R Amendment #2 from the Alaska Division of Homeland Security and Emergency Management in the amount of \$120,300 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
215-0838	DHS&EM Hazard Mitigation Grant Grant 4413-001 1R Amendment #2	\$120,300

Section 2. The total construction project cost budget for the City of Homer is \$2,229,333 as follows:

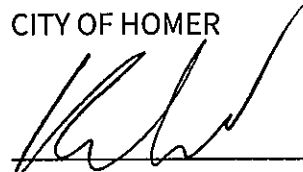
<u>Fund</u>	<u>Description</u>	<u>Amount</u>
215-0838	DHS&EM Hazard Mitigation Grant Amendment #2	\$120,300
215-0838	DHS&EM Hazard Mitigation Grant 4413-001 1R	\$2,109,033

Section 2. The City Manager is authorized to execute the appropriate documents.

Section 3. 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 24th day of February, 2025.

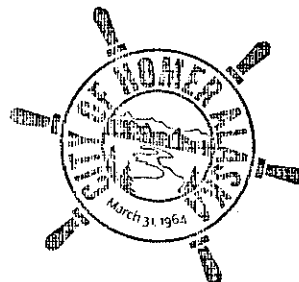
CITY OF HOMER



RACHEL LORD, MAYOR

ATTEST:


RENEE KRAUSE, MMC, CITY CLERK



84 YES: 5
85 NO: 0
86 ABSTAIN: 0
87 ABSENT: 1
88
89 Introduction: 2/10/25
90 Public Hearing: 2/24/25
91 Second Reading: 2/24/25
92 Effective Date: 2/25/25

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 25-091

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE RAW
WATER TRANSMISSION LINE REPLACEMENT PROJECT TO
SOUTHCENTRAL CONSTRUCTION, INC. OF ANCHORAGE ALASKA
IN THE AMOUNT OF \$1,413,485.37 AND AUTHORIZING THE CITY
MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE
DOCUMENTS.

WHEREAS, In accordance with the Procurement Policy the Request for Proposal was
advertised in the Homer News on August 7, 2025 and August 14, 2025, in the Anchorage Daily
News on August 10, 2025; and

WHEREAS, The Invitation to Bid was listed with three plans rooms in the State and on
the City website; and

WHEREAS, Six bids were received and opened on September 19, 2025 and Southcentral
Construction, Inc. was the lowest responsive and responsible bidder with a bid of
\$1,413,485.37.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards a
Contract for the construction of the Raw Water Transmission Line Replacement Project to
Southcentral Construction, Inc. of Anchorage Alaska in the Amount of \$1,413,485.37 and
authorizes the City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 27th day of October, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

ZACH PETTIT, ACTING CITY CLERK

Fiscal Note: Ordinance 23-58 and Ordinance 25-14 authorized the city to accept a \$2,229,333
grant from the Alaska Department of Homeland Security and Emergency Management for
construction of this project



MEMORANDUM

Resolution 25-093 and 25-094, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Negotiate and Execute a Loan Agreement with the Alaska Department of Environmental Conservation for an Alaska Clean Water State Revolving Loan Agreement in the Not to Exceed Principal Amount of \$75,000 for the Water Master Plan Project and Wastewater Master Plan Project.
City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: October 22, 2025
From: Dan Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

Issue:

The purpose of this Memorandum is to recommend award of Term Contracts for Engineering/Architectural/Survey Services.

Background:

The City practice for engaging engineering, architectural, and survey services has been to use a Term Contract procurement methodology. Under this methodology, Term Contracts have been issued to multiple firms who submitted proposals in response to a publicly advertised Request for Proposal (RFP). The proposals were evaluated, and Term Contracts were issued to firms deemed qualified to perform engineering services for specific Categories of Service. Task Orders with project specific scopes, schedules, and budgets were later negotiated and issued to cover work related to specific projects. The Term Contract RFP in 2017 awarded Term Contracts to 12 firms for engineering services over the 5-year term. In 2022, term contracts were awarded to all 16 proposers and over the term was expanded to 26 firms under term contracts.

The 2025 RFP for Term Contracts took a more conventional approach and returned to the limited number of Term Contracts being issued under specific engineering, architectural, and survey disciplines. The intention was to limit the number to less than 5 firms from each engineering discipline. Additionally, the City is preserving the right to issue individual RFPs for more complicated projects in the best interest of the City; and sidestep the Term Contracts in order to secure the most qualified and cost-effective engineering services.

Recommendations:

The Public Works Department is recommending Term Contracts be issued to the following firms according to discipline:

- Shannon & Wilson, Inc – (Environmental Services, Geotechnical Engineering)
- HDR, Inc – (Civil Engineering, Marine/Harbor Engineering, Environmental Services/Engineering)
- DOWL – (Civil Engineering, Mechanical Engineering, Architectural/Structural Engineering, Marine/Harbor Engineering, Landscape Architecture, Land Surveying, Marine Surveying, Environmental Services/Engineering, Geotechnical Engineering)
- R&M Consultants – (Marine Surveying)
- CRW Engineering Group – (Civil Engineering, Mechanical Engineering, Architectural/Structural Engineering, Electrical Engineering, Land Surveying)
- RESPEC – (Civil Engineering, Mechanical Engineering, Architectural/Structural Engineering, Electrical Engineering, Marine/Harbor Engineering, Landscape Architecture, Land Surveying, Marine Surveying, Environmental Services/Engineering, Geotechnical Engineering)
- Nelson Engineering – (Civil Engineering, Architectural/Structural Engineering, Marine/Harbor Engineering)
- Seabright Survey + Design – (Land Surveying)
- Stantec – (Landscape Architecture)

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 25-092

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AWARDING TERM CONTRACTS FOR ARCHITECTURAL,
ENGINEERING, AND SURVEY SERVICES AND AUTHORIZING THE
CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE
DOCUMENTS.

WHEREAS, The City of Homer's (City) practice for engaging architectural, engineering, and survey services has been the use of Term Contract methodology, where Term Contracts are issued to multiple firms who submit Proposals in response to a Request of Proposal (RFP); and

WHEREAS, Once Term Contracts are executed and needs for engineering, architectural, or survey services arise for specific projects, staff negotiate the scope, schedule and budgets for individual Task Orders for the various projects; and

WHEREAS, The City's current Term Contracts for engineering, architectural, and survey services expired in May of 2025; and

WHEREAS, A RFP for new Term Contracts for engineering, architectural, and survey services was publicly advertised in August of 2025, and proposals were received from 18 firms; and

WHEREAS, The 2022 Term Contracts were awarded to all proposing firms preserving the City's right to select firms for particular projects based upon methodologies, ideas and personnel proposed for a distinct scope of work, staff took a more traditional approach this year and narrowed the field of proposals by having firms define each discipline they wished to be considered for and demonstrating the experience of the firm and staff for each discipline (Civil Engineering, Mechanical Engineering, Architectural/Structural Engineering, Electrical Engineering, Marine/Harbor Engineering, Landscape Architecture, Land Surveying, Marine Surveying, Environmental Services/Engineering, and Geotechnical Engineering); and

WHEREAS, Narrowing the RFP to specific disciplines allowed staff to evaluate each Proposal by firm's experience and depth in each discipline to allow staff to work with the most proficient proposers in each discipline; and

WHEREAS, After evaluating the Proposals on the basis of the evaluation criteria set forth in the RFP, staff narrowed the field to between the top 3 and top 5 for each of the individual discipline defined in the RFP; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska awards Term Contracts for Engineering, Architectural, and Survey Services to the following firms and authorizes the City Manager to negotiate and execute the appropriate documents.

- Shannon & Wilson, Inc: (Environmental Services, Geotechnical Engineering)
- HDR, Inc.: (Civil Engineering, Marine/Harbor Engineering, Environmental Services/Engineering)
- DOWL: (Civil Engineering, Mechanical Engineering, Architectural/Structural Engineering, Marine/Harbor Engineering, Landscape Architecture, Land Surveying, Marine Surveying, Environmental Services/Engineering, Geotechnical Engineering)
- R&M Consultants: (Marine Surveying)
- CRW Engineering Group: (Civil Engineering, Mechanical Engineering, Architectural/Structural Engineering, Electrical Engineering, Land Surveying)
- RESPEC: (Civil Engineering, Mechanical Engineering, Architectural/Structural Engineering, Electrical Engineering, Marine/Harbor Engineering, Landscape Architecture, Land Surveying, Marine Surveying, Environmental Services/Engineering, Geotechnical Engineering)
- Nelson Engineering: (Civil Engineering, Architectural/Structural Engineering, Marine/Harbor Engineering)
- Seabright Survey + Design: (Land Surveying)
- Stantec: (Landscape Architecture)

PASSED AND ADOPTED by the Homer City Council this ____th day of _____, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

ZACH PETTIT, ACTING CITY CLERK

Fiscal Note: N/A



MEMORANDUM

Resolution 25-093 and 25-094, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Negotiate and Execute Loan Agreements with the Alaska Department of Environmental Conservation for Alaska Clean Water State Revolving Loans in the Not to Exceed Principal Amount of \$75,000 for the Water Master Plan Project and Wastewater Master Plan Project.
City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: City Council
Date: October 22, 2025
From: Melissa Jacobsen, City Manager

The City has received the Alaska Department of Environmental Conservation (ADEC) Clean Water Revolving Loan Agreements for the Water Master Plan and Wastewater Master Plan. Each loan is in the not to exceed amount of \$75,000, provided with \$75,000 principal forgiveness. Each loan has a 0.5 percent loan fee that will be deducted from each disbursement.

Homer's existing Water and Wastewater Master Plans were developed in 2006, with a planning horizon of 20 years.

A Request for Proposals (RFP) has been advertised for Professional Engineer Services for 2025 Water & Wastewater Plan. The 2025 Water & Wastewater Master Plan is an engineering document that will benefit the City's systems. The scope of work includes The project consists of:

Furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to prepare a master plan. This effort will include

- Creating a computer model of the existing water and wastewater system,
- Identifying how service can be most effectively extended into areas not currently served,
- Determining what improvements to the existing system will be needed to support expansion,
- Defining the cost and suggesting a schedule for necessary future capital improvements, and
- Incorporating water and sewer data into the City's GIS information system.
- Evaluating water treatment plant, fire flow transmission, distribution, and storage capacities.
- Evaluating wastewater treatment plant, piped collection system and pump station capacities.
- Computer modeling prepared as part of this plan will allow the City to understand (before development occurs) what impact it will have on the existing wastewater and water system.

Deliverables include

- Report with recommendations

- Maps of existing and future water and wastewater systems
- Computer modeling/GIS database information
- 20-year capital project list with cost estimates

The 2025 Water & Wastewater Master Plan will come to the City Council for review prior to being adopted.

RECOMMENDATIONS: Adopt resolutions to negotiate ADEC loan agreements.



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

October 8, 2025

Melissa Jacobsen
City Manager
City of Homer
491 E. Pioneer Avenue
Homer, Alaska 99603-7624

RE: Loan Agreement No. ACWF 409441-S for Water Master Plan

Dear Melissa Jacobsen:

Enclosed for signature is the loan agreement in the amount of \$75,000 for the Water Master Plan. This loan is provided with \$75,000 in loan forgiveness. A loan fee of 0.5 percent will be deducted from each disbursement.

A resolution to authorize the borrower's execution of the loan agreement is required to be returned to the Department. Please return a copy of the fully signed loan agreement to 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 blue ink, appearing to read "Carrie Bohan".

Carrie Bohan
Facilities Programs Manager

Enclosure: ADWF No. 409441-S Water Master Plan Loan Agreement

**Drinking Water State Revolving Fund
Loan Agreement
No. ADWF 409441-S**

Between

**State of Alaska
Department of Environmental Conservation
Division of Water
State Revolving Fund Program**

And

City of Homer

Water Master Plan	
Loan Amount	\$75,000
Subsidy Amount	\$75,000
Loan Fee	0.5%

Table of Contents

Article 1. Loan Terms	3
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
Article 2. General Terms and Conditions	4
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 Compliance with Laws, Regulations, Etc.	5
2.08 Project Completion	7
2.09 Amendments and Modifications	8
2.10 Loan Repayment	8
2.11 Disputes	8
2.12 Termination	8
2.13 Indemnification	8
2.14 Change of Ownership	9
Article 3. Definitions	10
Article 4. Signatures	11
Exhibit “A” – List of Federal Laws and Authorities	13

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 E. Pioneer Avenue, Homer, AK 99603-7624
Name of Authorized Signatory:	Melissa Jacobsen, City Manager
Application Resolution Number:	23-094

1.02 Project Description

The Borrower shall use this loan to update the water system portion of the 2006 Water and Sewer Master Plan.

1.03 Loan Amount

\$75,000

1.04 Principal Forgiveness

\$75,000

1.05 Loan Fee

Fec: 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 \$75,000 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 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 E. Pioneer Avenue
Homer, AK 99603-7624

2.07 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. 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.

- d. 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.

- e. 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.

- f. 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.

- g. 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.
- h. 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.

2.08 Project Completion

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.

2.09 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.

2.10 Loan Repayment

In the event that the subsidy is revoked per Section 2.02(b), this Agreement may be amended to include loan repayment conditions.

2.11 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.

2.12 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.

2.13 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.

2.14 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 August 22, 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 \$75,000 for engineering, surveys, plans, estimates, specifications, necessary insurance, financial and environmental investigations, laboratory testing, resident engineering, force account, legal expenses, and any other necessary miscellaneous expenditures, minus the amount of any grant applicable foregoing costs.
- d. “Project” means the activities or documents described in Article 1.02.
- e. “Project Facility” means the water treatment plant, distribution system, or related facilities in which Project activities are occurring.
- f. “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.

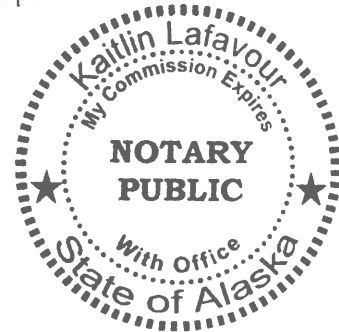
Nothing in this Agreement, whether or not accepted, may be deemed to constitute a contractual obligation on the part of the Department until the Agreement is signed by all parties.

Alaska Department of Environmental Conservation

By:

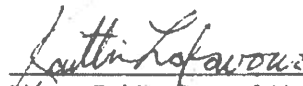


Carrie Bohan, Facilities Programs Manager
Division of Water



ACKNOWLEDGEMENT STATE OF ALASKA First Judicial District

The foregoing instrument was acknowledged before me this 8th day of October, 2025



Notary Public, State of Alaska

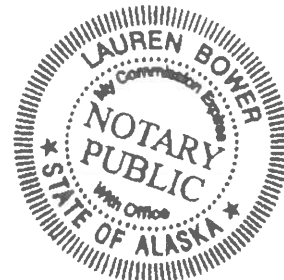
My commission expires: with office

Alaska Department of Environmental Conservation

By:

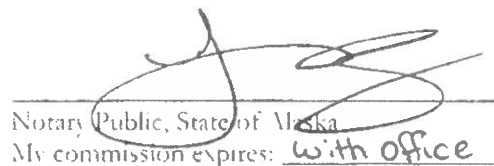


Cathy Dallaire, Administrative Operations Manager
Division of Administrative Services



ACKNOWLEDGEMENT STATE OF ALASKA First Judicial District

The foregoing instrument was acknowledged before me this 8th day of October, 2025



Notary Public, State of Alaska
My commission expires: with office

City of Homer

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
- 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
- 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

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 25-093

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
A LOAN AGREEMENT WITH THE STATE OF ALASKA DEPARTMENT
OF ENVIRONMENTAL CONSERVATION FOR AN ALASKA CLEAN
WATER STATE REVOLVING FUND LOAN AGREEMENT IN THE NOT
TO EXCEED PRINCIPAL AMOUNT OF \$75,000 FOR THE WATER
MASTER PLAN PROJECT.

WHEREAS, The Homer City Council authorized the City Manager to apply for an ADEC
Clean Water State Revolving Fund Loan for the Water Master Plan with Resolution 23-094; and

WHEREAS, While Resolution 23-094 identifies an ADEC Principal forgiveness subsidy of
\$37,500, the notice of award states the loan is provided with \$75,000 in loan forgiveness; and

WHEREAS, ADEC approved the City's loan application conditioned upon the execution
and delivery of a loan agreement setting forth terms and conditions of the Loan (Loan
Agreement) which shall be in substantially the form presented to and made part of the records
of this meeting; and

WHEREAS, The Loan, referred to by ADEC as ACWF No. 409441, is for an amount not to
exceed the principal amount of \$75,000, with a loan fee of 0.5 percent loan fee to be deducted
from each disbursement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska authorizes
the City Manager to negotiate, execute and deliver the Loan Agreement in the form now
presented at this meeting, but with such changes, modifications, additions and deletions
therein as shall to him be necessary, desirable, or appropriate, the execution thereof to
constitute conclusive evidence of the City's approval of the terms and conditions therein
stated.

BE IT FURTHER RESOLVED by the City Council of Homer, Alaska that the City Manager,
or any other person designated by the City Manager, is hereby authorized to execute and
deliver for an on behalf of the City any and all additional documents or other papers and
perform all such acts as may be deemed necessary or appropriate in order to implement and
carry out the intent and purpose of this Resolution.

BE IT FURTHER RESOLVED this Resolution does hereby incorporate by reference as though fully set out herein the Loan Agreement herein above referenced as presented to this meeting. Further, the recitals to this Resolution are hereby made a part of this Resolution, including all defined terms not herein defined.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage and approval.

PASSED AND ADOPTED by the Homer City Council on this __th day of October, 2025

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

ZACH PETTIT, ACTING CITY CLERK

Fiscal Note: N/A



MEMORANDUM

Resolution 25-093 and 25-094, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Negotiate and Execute Loan Agreements with the Alaska Department of Environmental Conservation for Alaska Clean Water State Revolving Loans in the Not to Exceed Principal Amount of \$75,000 for the Water Master Plan Project and Wastewater Master Plan Project.

City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: City Council
Date: October 22, 2025
From: Melissa Jacobsen, City Manager

The City has received the Alaska Department of Environmental Conservation (ADEC) Clean Water Revolving Loan Agreements for the Water Master Plan and Wastewater Master Plan. Each loan is in the not to exceed amount of \$75,000, provided with \$75,000 principal forgiveness. Each loan has a 0.5 percent loan fee that will be deducted from each disbursement.

Homer's existing Water and Wastewater Master Plans were developed in 2006, with a planning horizon of 20 years.

A Request for Proposals (RFP) has been advertised for Professional Engineer Services for 2025 Water & Wastewater Plan. The 2025 Water & Wastewater Master Plan is an engineering document that will benefit the City's systems. The scope of work includes The project consists of:

Furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to prepare a master plan. This effort will include

- Creating a computer model of the existing water and wastewater system,
- Identifying how service can be most effectively extended into areas not currently served,
- Determining what improvements to the existing system will be needed to support expansion,
- Defining the cost and suggesting a schedule for necessary future capital improvements, and
- Incorporating water and sewer data into the City's GIS information system.
- Evaluating water treatment plant, fire flow transmission, distribution, and storage capacities.
- Evaluating wastewater treatment plant, piped collection system and pump station capacities.
- Computer modeling prepared as part of this plan will allow the City to understand (before development occurs) what impact it will have on the existing wastewater and water system.

Deliverables include

- Report with recommendations

- Maps of existing and future water and wastewater systems
- Computer modeling/GIS database information
- 20-year capital project list with cost estimates

The 2025 Water & Wastewater Master Plan will come to the City Council for review prior to being adopted.

RECOMMENDATIONS: Adopt resolutions to negotiate ADEC loan agreements.



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

October 8, 2025

Melissa Jacobsen
City Manager
City of Homer
491 E. Pioneer Avenue
Homer, Alaska 99603-7624

RE: Loan Agreement No. ACWF 409451-S for Wastewater Master Plan

Dear Melissa Jacobsen:

Enclosed for signature is the loan agreement in the amount of \$75,000 for the Wastewater Master Plan. This loan is provided with \$75,000 in loan forgiveness. A loan fee of 0.5 percent will be deducted from each disbursement.

A resolution to authorize the borrower's execution of the loan agreement is required to be returned to the Department. Please return a copy of the fully signed loan agreement to 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 cursive script, appearing to read "Carrie Bohan".

Carrie Bohan
Facilities Programs Manager

Enclosure: ACWF No. 409451-S Wastewater Master Plan Loan Agreement

**Clean Water State Revolving Fund
Loan Agreement
No. ACWF 409451-S**

Between

**State of Alaska
Department of Environmental Conservation
Division of Water
State Revolving Fund Program**

And

City of Homer

Wastewater Master Plan	
Loan Amount	\$75,000
Subsidy Amount	\$75,000
Loan Fee	0.5%

Table of Contents

Article 1. Loan Terms	3
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
Article 2. General Terms and Conditions	4
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 Compliance with Laws, Regulations, Etc.	5
2.08 Project Completion	7
2.09 Amendments and Modifications	7
2.10 Loan Repayment	7
2.11 Disputes	8
2.12 Termination	8
2.13 Indemnification	8
2.14 Change of Ownership	8
Article 3. Definitions	10
Article 4. Signatures	11
Exhibit "A" – List of Federal Laws and Authorities	13

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 E. Pioneer Avenue, Homer, AK 99603-7624
Name of Authorized Signatory:	Melissa Jacobsen, City Manager
Application Resolution Number:	23-095

1.02 Project Description

The Borrower shall use this loan to update the sewer system portion of the 2006 Water and Sewer Master Plan.

1.03 Loan Amount

\$75,000

1.04 Principal Forgiveness

\$75,000

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 \$75,000 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 E. Pioneer Avenue
Homer, AK 99603-7624

2.07 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. 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.

d. 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.

e. 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)(i) of ADAAG shall not apply.

f. 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.

g. 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.

h. 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.

2.08 Project Completion

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.

2.09 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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 August 22, 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 \$75,000 for engineering, surveys, plans, estimates, specifications, necessary insurance, financial and environmental investigations, laboratory testing, resident engineering, force account, legal expenses, and any other necessary miscellaneous expenditures, minus the amount of any grant applicable foregoing costs.
- d. “Project” means the activities or documents described in Article 1.02.
- e. “Project Facility” means the water treatment plant, distribution system, or related facilities in which Project activities are occurring.
- f. “Subsidy” means principal forgiveness awarded under this Agreement.

Article 4. Signatures

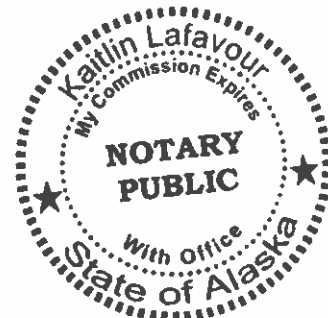
This Agreement is binding upon the parties specified below, and to any person, office, or board succeeding either of the parties. This Agreement may not be assigned by the Borrower without written consent of the Department.

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
Carrie Bohan, Facilities Programs Manager
Division of Water

ACKNOWLEDGEMENT
STATE OF ALASKA
First Judicial District



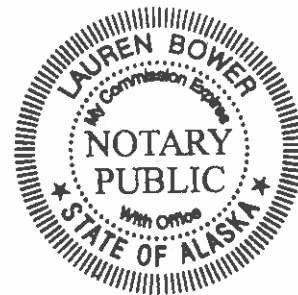
The foregoing instrument was acknowledged before me this 8th day of October, 2025

Kaitlin Lafavour
Notary Public, State of Alaska
My commission expires: with office

Alaska Department of Environmental Conservation

By: Cathy Dallaire
Cathy Dallaire, Administrative Operations Manager
Division of Administrative Services

ACKNOWLEDGEMENT
STATE OF ALASKA
First Judicial District



The foregoing instrument was acknowledged before me this 8th day of October, 2025

[Signature]
Notary Public, State of Alaska
My commission expires: with office

City of Homer

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
- 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
- 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

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 25-094

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
A LOAN AGREEMENT WITH THE STATE OF ALASKA DEPARTMENT
OF ENVIRONMENTAL CONSERVATION FOR AN ALASKA CLEAN
WATER STATE REVOLVING FUND LOAN AGREEMENT IN THE NOT
TO EXCEED PRINCIPAL AMOUNT OF \$75,000 FOR THE
WASTEWATER MASTER PLAN PROJECT.

WHEREAS, The Homer City Council authorized the City Manager to apply for an ADEC
Clean Water State Revolving Fund Loan for the Wastewater Master Plan with Resolution 23-
095; and

WHEREAS, The notice of award states the loan is provided with \$75,000 in loan
forgiveness; and

WHEREAS, ADEC approved the City's loan application conditioned upon the execution
and delivery of a loan agreement setting forth terms and conditions of the Loan (Loan
Agreement) which shall be in substantially the form presented to and made part of the records
of this meeting; and

WHEREAS, The Loan, referred to by ADEC as ACWF No. 409451-S, is for an amount not
to exceed the principal amount of \$75,000, with a loan fee of 0.5 percent loan fee to be
deducted from each disbursement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska authorizes
the City Manager to negotiate, execute and deliver the Loan Agreement in the form now
presented at this meeting, but with such changes, modifications, additions and deletions
therein as shall to him be necessary, desirable, or appropriate, the execution thereof to
constitute conclusive evidence of the City's approval of the terms and conditions therein
stated.

BE IT FURTHER RESOLVED by the City Council of Homer, Alaska that the City Manager,
or any other person designated by the City Manager, is hereby authorized to negotiate, execute
and deliver for an on behalf of the City any and all additional documents or other papers and
perform all such acts as may be deemed necessary or appropriate in order to implement and
carry out the intent and purpose of this Resolution.

BE IT FURTHER RESOLVED this Resolution does hereby incorporate by reference as though fully set out herein the Loan Agreement herein above referenced as presented to this meeting. Further, the recitals to this Resolution are hereby made a part of this Resolution, including all defined terms not herein defined.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage and approval.

PASSED AND ADOPTED by the Homer City Council on this __th day of October, 2025

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

ZACH PETTIT, ACTING CITY CLERK

Fiscal Note: N/A

From: [Caroline Venuti](#)
To: [Renee Krause](#); [Melissa Jacobsen](#)
Subject: Conversation with Council Member Oct. 14, 2025
Date: Thursday, October 16, 2025 10:21:28 AM

Hello City Clerk,

Below is a short synopsis of the Conversation with a council Member held at the HPL on Oct. 14. Please Include this in the council packet for Oct. 27th. Thanks Caroline

To: Homer City Council
From: Council member Caroline Venuti
Re: Oct. 14 gathering for Conversation with a Council Member

Friends of Homer Library host this event in the conference room. Attending were 11 citizens including myself and City Manager Melissa Jacobson. Of those present was one lone male.

It was a varied lively discussion. Topics included: temporary structures in the Central Business District, the application of the 35 year old ADA regulations as they apply to Homer businesses, collection of recycled plastics at the landfill, and the voting results of the last election. The City Manager and I were able to discuss the merits of staying on track for city elections to be held in October. The devastation of the western Alaska villages and what the state and city are doing to maintain safety for the businesses and highway on the Spit road were also discussed.

Everyone present thanked the Friends of the Library and the Council Members for this time together with the citizens of our little hamlet for discussions that give all in attending a broader perspective of the City.

Submitted: Oct. 16, 2025

**CITY OF HOMER
HOMER, ALASKA**

Erickson

ORDINANCE 25-63

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FY26 CAPITAL BUDGET BY AUTHORIZING THE
EXPENDITURE OF \$10,000 FROM THE MULTI PURPOSE
COMMUNITY RECREATION FUND TO CREATE THE MULTI
PURPOSE COMMUNITY RECREATION FUND, NON-ENDOWED
FIELD OF INTEREST FUND WITH THE HOMER FOUNDATION.

WHEREAS, Homer City Council adopted Resolution 25-049 approving the City to
establish a Non-Endowed Field of Interest Fund with the Homer Foundation; and

WHEREAS, The purpose of the fund is to provide a mechanism for members of the
general public and other grantors to provide support for the creation of a Multi-Purpose
Community Recreation Center; and

WHEREAS, The Homer Foundation Board has approved the City's request to establish
the fund; and

WHEREAS, This ordinance authorizes the City to make a \$10,000 payment to the Homer
Foundation for the purpose of establishing the Non-Endowed Field of Interest Fund.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 Capital Budget by
appropriating \$10,000 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
xxx-xxxx	Multi-Purpose Community Recreation Center Fund	\$10,000

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 27th day of October, 2025.

41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63

ATTEST:

ZACH PETTIT, ACTING CITY CLERK

CITY OF HOMER

RACHEL LORD, MAYOR

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

**CITY OF HOMER
HOMER, ALASKA**

Erickson

RESOLUTION 25-049

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
ESTABLISHING A COMMUNITY RECREATION CENTER NON-
ENDOWED FIELD OF INTEREST FUND WITH THE HOMER
FOUNDATION, OUTLINING THE PROCESS FOR OVERSIGHT OF
THOSE FUNDS AND AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The Homer City Council wishes to provide a mechanism whereby members
of the general public and other grantors may provide financial assistance to support the
development of a Community Recreation Center; and

WHEREAS, Building a new Community Recreation Center is a City Council and
community priority; and

WHEREAS, Community Recreation Center Non-Endowed Field of Interest Fund will
provide a mechanism whereby members of the general public or other grantors may provide
financial assistance to support the creation of a Community Recreation Center; and

WHEREAS, A non-endowed fund is intended to be a long term fund to meet the
immediate and ongoing needs of the community; and

WHEREAS, The Homer Foundation manages endowment funds on behalf of individuals
and organizations, including the City of Homer; and

WHEREAS, It is appropriate to have guidelines for the expenditure of donor funds so
that donors are encouraged to donate to the fund and have some assurances their intent will
be followed.

NOW, THEREFORE, BE IT RESOLVED that the City of Homer, establishes a Community
Recreation Center Non-Endowed Field of Interest Fund through the Homer Foundation and
authorizes the City Manager to negotiate and execute the appropriate documents.

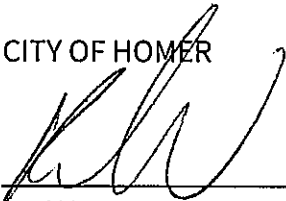
BE IT FURTHER RESOLVED that the City Council will direct on expenditures from the
Community Recreation Center Non-Endowed Field of Interest Fund Revenue according to the
following guidelines:

- a. Infrastructure and site preparation, including engineering and design
- b. Facility engineering and design
- c. Community Recreation Center construction

- d. Other needs deemed relevant by Council specific to the completion of a Community Recreation Center.

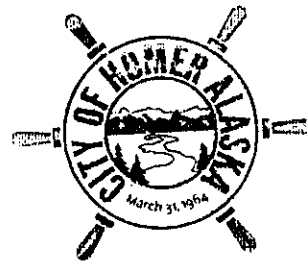
PASSED AND ADOPTED by the Homer City Council this 12th day of May, 2025.

CITY OF HOMER


RACHEL LORD, MAYOR

ATTEST:


RENEE KRAUSE, MMC, CITY CLERK



Fiscal note: \$10,000 minimum funding amount



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: Mayor Lord and Homer City Council
FROM: Melissa Jacobsen, City Manager
DATE: October 23, 2025
SUBJECT: City Manager's Report for October 27, 2025 Council Meeting

Homer All-Ages and Abilities Pathway (HAAP) Project Update

I am pleased to report positive momentum on the HAAP project. On October 16, Council Member Parsons and city staff met with Romo Marasigan, Alaska Department of Transportation (ADOT) Planner for Homer, and two engineers from the Department of Natural Resources for a site visit of the HAAP project. Mr. Rys Miranda and Mr. Rangell Soriano of the Department of Natural Resources, State Parks Division, will develop the design, and Mr. Soriano, as Project Manager, will also possibly provide construction management on the project for ADOT.

The purpose of the visit was to conduct a comprehensive walkthrough of the original project scope, with particular attention to the City's prioritized HAAP sections for development under the Transportation Alternatives Program grant. This on-site visit allowed the state team to gain knowledge of the terrain and discuss existing conditions and specific challenges with Public Works staff in order to develop a more accurate project cost estimate. This information will be essential as we move forward with negotiating the Memorandum of Agreement (MOA) for the project. Once the MOA has been reviewed by the State's law division, it will come to the City for review in consultation with the City Attorney.

We appreciate the collaborative partnership between ADOT and DNR, and will be very excited to see meaningful progress on this project that will fill critical gaps in our sidewalk network to enhance safety and accessibility for all users.



ENSTAR Homer Line Extension Surcharge

There have been comments from Council and the public regarding the ENSTAR Homer Line Extension Surcharge. A copy of the Calculation Example Schedule is attached to this report. Let me know what specific questions you have about this report, and I'll follow up with ENSTAR and report back at a future meeting.

Welcome Aboard Homer Volunteer Fire Department Chief Jager!

Our new Fire Chief, Dan Jager, started last Monday the 20th. Chief Jager comes to us from Capital Fire and Rescue in Juneau, AK. He is a lifelong Alaskan who started his career as a volunteer fire fighter and worked his way up the ranks as Senior Captain, Lieutenant, and Assistant Fire Chief. He also has extensive experience serving in the roles of Fire Marshal and Fire Investigator/Prevention Officer. He's currently working in Juneau, and has also served in Cordova, Fairbanks/North Pole, Valdez, Anchorage, and in Washington State.

City Manager Meetings and Events:

October 21st – Landslide Hazard Presentation

And, ongoing weekly meetings with Departments, Mayor and Councilmembers, and City Attorney

Attachments:

- October Employee Anniversaries
- Homer Harbor Expansion Monthly Report
- ENSTAR correspondence



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: MAYOR LORD AND CITY COUNCIL
FROM: Andrea Browning
DATE: October 27, 2025
SUBJECT: October Employee Anniversaries

I would like to take the time to thank the following employees for the dedication, commitment and service they have provided the City and taxpayers of Homer over the years.

Charles Lee	Police	5	Years
Will Anderson	Planning	1	Year
Jennifer Bartolowits	Finance	1	Year



5151 Fairbanks Street
PO Box 190288
Anchorage, AK 99519-0288
www.enstarnaturalgas.com

July 31, 2025

Regulatory Commission of Alaska
701 West Eighth Avenue, Suite 300
Anchorage, Alaska 99501

Re: 2025 Second Quarter Homer Surcharge Reconciliation

Dear Commissioners:

In compliance with Order No. U-19-014(9), ENSTAR Natural Gas Company, LLC. submits its Homer Surcharge Reconciliation to the Commission for the quarter ending June 30, 2025.

Please contact me at 334-7620 if you have any questions concerning this filing.

Sincerely,

A handwritten signature in cursive script that reads "Chelsea Guintu".

Chelsea Guintu
Manager of Regulatory and Planning
Phone: 907-334-7620
Fax: 907-334-7657
Chelsea.Guintu@enstarnaturalgas.com

Enclosures:
Homer Surcharge Reconciliation ending June 30, 2025

CERTIFICATE OF SERVICE

I hereby certify that on July 31, 2025, a true and correct copy of the foregoing document was served by electronic mail on the following:

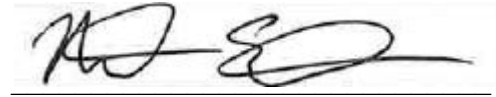
Fiona Yiu
Fiona.yiu@alaska.gov

Jeff Waller
Jeff.waller@alaska.gov

City of Homer Clerks
clerk@cityofhomer-ak.gov

Kachemak City Clerks
kachemak@xyz.net

Kenai Peninsula Borough Clerks
assemblyclerk@kpb.us



Nathan Enslow
Regulatory Financial Analyst

ENSTAR Natural Gas Company
Homer Line Extension Surcharge
Calculation Example Schedule

Updated Homer Extension Surcharge Example			Funded by	Funded by	Amount over
Line #		Total Cost	State Grant	Surcharge	TA 226-4 Est
1	Cost of Pipeline as of 10/31/2013	\$ 11,710,421.39	\$ 8,150,000.00	\$ 3,560,421.39	
2	Final Cost of Pipeline	\$ 11,780,072.22	\$ 8,150,000.00	\$ 3,630,072.22	\$ 2,550,000.00
					(1,080,072.22)
			Rate of Return	Income Tax Recovery Rate	
3	Prior to Oct 2017 (From Docket U-99-69)		9.25%	4.50%	
4	Effective Oct 2017 (Order U-16-066(19) issued on 9-22-2017)		8.59%	4.29%	
5	Federal Tax Rate Change Effective Jan 2018 (2017 TCJA)		8.59%	2.44%	
6	Proposed methodology change Effective January 1, 2019		5.06%	1.04%	
7	Line Extension Surcharge =	\$ 1.00			
8	Balance at 12/31/18	\$ 5,862,076			
9	Final Cost Funded by Surcharge	\$ 3,630,072			
10	Unrecovered Carrying Costs at 12/31/18	\$ 2,232,004	\$ 467,177	\$ 336,098.50	
11	Excess ADIT-Grossed Up	\$ 1,074,827			
	Unrecovered Net of Excess ADIT	\$ 1,157,177			
	Adjustment	\$ (400,000)			
12	Adjusted Unrecovered Net of Excess ADIT	\$ 757,177	Est. Amort. Period (Years)	13.5	Monthly Amort. = \$ 4,673.93

		Beginning Balance	Additional Costs	Rate of Return	Income Tax Recovery	Total Carrying Cost	Mcf Sales	Surcharge Receipts	Amortization of Unrecovered Carrying Cost Net of Excess ADIT	Ending Balance
		A	B	C	D	E	F	G	H	I
82	7/31/2024	\$ 1,761,013.20	\$ -	\$ 7,392.81	\$ 1,521.19	\$ 8,914.00	15,555.74	\$ (15,556)	\$ 4,673.93	\$ 1,759,045.39
83	8/31/2024	\$ 1,759,045.39	\$ -	\$ 7,393.02	\$ 1,521.23	\$ 8,914.25	11,520.49	\$ (11,520)	\$ 4,673.93	\$ 1,761,113.08
84	9/30/2024	\$ 1,761,113.08	\$ -	\$ 7,386.78	\$ 1,519.95	\$ 8,906.73	18,615.12	\$ (18,615)	\$ 4,673.93	\$ 1,756,078.62
85	10/31/2024	\$ 1,756,078.62	\$ -	\$ 7,363.94	\$ 1,515.25	\$ 8,879.19	19,379.34	\$ (19,379)	\$ 4,673.93	\$ 1,750,252.40
86	11/30/2024	\$ 1,750,252.40	\$ -	\$ 7,316.21	\$ 1,505.43	\$ 8,821.64	30,364.41	\$ (30,364)	\$ 4,673.93	\$ 1,733,383.57
87	12/31/2024	\$ 1,733,383.57	\$ -	\$ 7,191.71	\$ 1,479.81	\$ 8,671.52	55,681.76	\$ (55,682)	\$ 4,673.93	\$ 1,691,047.26
88	1/31/2025	\$ 1,691,047.26	\$ -	\$ 7,049.19	\$ 1,450.48	\$ 8,499.67	38,606.59	\$ (38,607)	\$ 4,673.93	\$ 1,665,614.26
89	2/28/2025	\$ 1,665,614.26	\$ -	\$ 6,912.70	\$ 1,422.40	\$ 8,335.10	52,476.82	\$ (52,477)	\$ 4,673.93	\$ 1,626,146.48
90	3/31/2025	\$ 1,626,146.48	\$ -	\$ 6,784.60	\$ 1,396.04	\$ 8,180.64	34,303.16	\$ (34,303)	\$ 4,673.93	\$ 1,604,697.88
91	4/30/2025	\$ 1,604,697.88	\$ -	\$ 6,706.45	\$ 1,379.96	\$ 8,086.41	28,469.87	\$ (28,470)	\$ 4,673.93	\$ 1,588,988.36
92	5/31/2025	\$ 1,588,988.36	\$ -	\$ 6,632.38	\$ 1,364.72	\$ 7,997.10	32,183.46	\$ (32,183)	\$ 4,673.93	\$ 1,569,475.93
93	6/30/2025	\$ 1,569,475.93	\$ -	\$ 6,563.87	\$ 1,350.62	\$ 7,914.49	25,655.60	\$ (25,656)	\$ 4,673.93	\$ 1,556,408.75

General Fund
Expenditure Report
Actuals through September 2025
25% Fiscal Year Elapsed

Current Fiscal Analysis

	FY26 ADOPTED BUDGET	FY26 YTD ACTUAL	
		\$	%
<u>Revenues</u>			
Property Taxes	\$ 5,431,570	\$ 3,080,470	57%
Sales and Use Taxes	8,374,067	2,681,025	32%
Permits and Licenses	43,463	10,364	24%
Fines and Forfeitures	3,543	2,074	59%
Use of Money	-	-	
Intergovernmental	750,919	2,513	0%
Charges for Services	513,406	87,873	17%
Other Revenues	-	1,358	
Airport	222,248	51,684	23%
Operating Transfers	1,467,157	-	0%
Total Revenues	\$ 16,806,373	\$ 5,917,360	35%
<u>Expenditures & Transfers</u>			
Administration	\$ 2,142,690	\$ 540,713	25%
Clerks/Council	867,737	150,158	17%
Planning	466,252	127,067	27%
Library	1,139,976	293,354	26%
Finance	920,718	236,739	26%
Fire	1,721,874	483,306	28%
Police	4,614,240	1,270,766	28%
Public Works	3,787,976	894,114	24%
Airport	242,066	50,630	21%
City Hall, HERC	169,827	41,631	25%
Non-Departmental	197,000	172,000	87%
Total Operating Expenditures	\$ 16,270,355	\$ 4,260,476	26%
Transfer to Other Funds			
Leave Cash Out	\$ 330,254	\$ -	0%
Other	195,764	-	0%
Total Transfer to Other Funds	\$ 526,018	\$ -	0%
Transfer to CARMA			
General Fund Fleet CARMA	\$ -	\$ -	0%
General Fund CARMA	-	-	0%
Seawall CARMA	10,000	-	0%
Total Transfer to CARMA Funds	\$ 10,000	\$ -	0%
Total Expenditures & Transfers	\$ 16,806,373	\$ 4,260,476	25%
Net Revenues Over (Under) Expenditures w/HART Roads Budget Transfer*	\$ 0	\$ 1,656,884	
		\$ 1,872,066	

*Based off FY26 YTD Roads Maintenance Operating Expenses (\$215,182)

Water and Sewer Fund
Expenditure Report
Actuals through September 2025
25% Fiscal Year Elapsed

Current Fiscal Analysis

	FY26		FY26 YTD	
	ADOPTED		ACTUAL	
	BUDGET		\$	%
<u>Revenues</u>				
Water Fund	\$	2,522,112	\$ 624,255	25%
Sewer Fund		2,157,567	739,232	34%
Total Revenues	\$	4,679,679	\$ 1,363,487	29%
<u>Expenditures & Transfers</u>				
<u>Water</u>				
Administration	\$	367,168	\$ 122,519	33%
Treatment Plant		781,321	129,566	17%
System Testing		36,000	8,126	23%
Pump Stations		126,114	32,988	26%
Distribution System		427,867	123,513	29%
Reservoir		29,695	14,490	49%
Meters		207,883	21,603	10%
Hydrants		219,623	57,224	26%
<u>Sewer</u>				
Administration	\$	367,360	\$ 132,588	36%
Plant Operations		914,573	149,815	16%
System Testing		18,400	1,045	6%
Lift Stations		240,124	58,951	25%
Collection System		335,476	84,041	25%
Total Operating Expenditures	\$	4,071,603	\$ 936,468	23%
Transfer to Other Funds				
Leave Cash Out	\$	25,360	\$ -	0%
GF Admin Fees		-	-	0%
Other		10,277	-	0%
Total Transfer to Other Funds	\$	35,637	\$ -	0%
Transfers to CARMA				
Water	\$	308,460		0%
Sewer		263,979		0%
Total Transfer to CARMA Funds	\$	572,440	\$ -	0%
Total Expenditures & Transfers	\$	4,679,679	\$ 936,468	20%
Net Revenues Over(Under) Expenditures	\$	0	\$ 427,019	

Port and Harbor Fund
Expenditure Report
Actuals through September 2025
25% Fiscal Year Elapsed

Current Fiscal Analysis

	FY26		FY26 YTD	
	ADOPTED		ACTUAL	
	BUDGET		\$	%
<u>Revenues</u>				
Administration	\$	741,793	\$ 223,339	30%
Harbor		4,269,962	2,430,621	57%
Pioneer Dock		351,663	156,581	45%
Fish Dock		614,006	528,353	86%
Deep Water Dock		170,000	80,860	48%
Outfall Line		2,400	-	0%
Fish Grinder		8,000	8,780	110%
Load and Launch Ramp		130,000	54,089	42%
Total Revenues	\$	6,287,824	\$ 3,482,622	55%
<u>Expenditures & Transfers</u>				
Administration	\$	1,325,915	\$ 381,482	29%
Harbor		1,454,590	427,973	29%
Pioneer Dock		105,242	25,173	24%
Fish Dock		915,281	254,439	28%
Deep Water Dock		120,895	38,355	32%
Outfall Line		19,000	1,607	8%
Fish Grinder		47,039	25,077	53%
Parking		211,631	53,161	25%
Camping		119,070	32,614	27%
Harbor Maintenance		492,573	119,774	24%
Main Dock Maintenance		40,858	9,569	23%
Deep Water Dock Maintenance		51,358	9,569	19%
Load and Launch Ramp		118,899	43,530	37%
Total Operating Expenditures	\$	5,022,351	\$ 1,422,322	28%
Transfer to Other Funds				
Leave Cash Out	\$	59,849	\$ -	0%
GF Admin Fees		-	-	0%
Debt Service		-	-	0%
Other		248,498	-	0%
Total Transfer to Other Funds	\$	308,348	\$ -	0%
Transfers to Reserves				
Harbor	\$	957,125	\$ -	0%
Load and Launch Ramp		-	-	0%
Total Transfer to Reserves	\$	957,125	\$ -	0%
Total Expenditures & Transfers	\$	6,287,824	\$ 1,422,322	23%
Net Revenues Over(Under) Expenditures	\$	0	\$ 2,060,301	

These numbers are preliminary and are subject change



MEMORANDUM

Selection of Mayor Pro Tem for 2025/2026

Item Type: Action Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: October 17, 2025
From: Zach Pettit, Acting City Clerk

Per Homer City Code 2.08.080, Mayor's absence: At the first meeting of the Council following certification of the municipal election each year, there shall be appointed a Mayor Pro Tempore, by majority vote of the Council, to act as Mayor during the Mayor's temporary absence or disability.

Pursuant to Council's Operating Manual: A Mayor Pro Tem shall be elected by the majority of the Homer City Council. The term of the Mayor Pro Tem shall be until the call for election by the Homer City Council of a New Mayor Pro Tem. The Mayor Pro Tem shall, in the absence of the Mayor, act as Mayor of the City of Homer as though they themselves had taken the Oath of Office of Mayor with all duties, responsibilities and powers of the office of the Mayor of the City of Homer. The Mayor Pro Tem, when acting in that capacity, does not lose the privilege or duty to vote as a Councilmember.

Pursuant to Council's Operating Manual: Council Seat- Customarily the selection is by seniority. Senior members may choose a different seat prior to the junior members being seated. The Mayor Pro Tempore shall have first seating choice and then the Senior Councilmembers and so on and so forth. (Resolution 04-89)

RECOMMENDATION:

Councilmember _____ is selected/appointed as Mayor Pro Tempore for the City of Homer for 2025/2026.

After Council selects the Mayor Pro Tempore they may have first seat choice, including remaining where they are currently seated.



MEMORANDUM

Eric Lane Sidewalk and Paving

Item Type: Action Memorandum
Prepared For: Mayor Lord and City Council
Date: October 20, 2025
From: Councilmembers Davis and Parsons

A decision from City Council is needed before the contractor can finalize paving plans for Eric Lane. Two items require clarification: the treatment of the sidewalk area and the width of the paved surface.

1. Sidewalk Treatment

The September 23, 2024, and September 4, 2025, memoranda from the City Manager and Public Works Director recommended that the area designated for a future sidewalk remain gravel until funding becomes available to construct a curb-separated sidewalk with proper drainage improvements.

Councilmembers Davis and Parsons concur with this recommendation. Constructing a paved sidewalk contiguous with the travel lanes and separated only by a painted fog line would not provide a safe pedestrian environment—particularly during winter months when pavement markings are obscured by snow and ice. Additionally, the City does not currently have funding to build even that, let alone a permanent, curb-separated sidewalk that meets long-term standards. Leaving the shoulder area gravel at this time maintains safety and flexibility while preserving the right-of-way for future improvement.

2. Paving Width

The second issue involves the width of the paved surface. Current best practices for collector streets recommend approximately **28 feet of pavement**, allowing for two 10-foot travel lanes (no center line) with 4-foot paved shoulders on either side of the fog lines. However, the City's **1985 Road Standards Manual** may require a wider cross-section, which could encourage speeding in an area where speeding is already a challenge even with the road unpaved. If so, Council may wish to consider whether those older standards should be revised to reflect contemporary guidance and context-sensitive design principles.

Recommendation:

That City Council hold a discussion during this meeting with the City Manager, Public Works Director, and staff to confirm a shared approach on sidewalk treatment and paving width for Eric Lane, with the goal of providing clear direction to staff and the contractor so the project may proceed efficiently and safely.