



Agenda

City Council Regular Meeting

Monday, March 09, 2026 at 6:00 PM

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

Homer City Hall

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

Zoom Webinar ID: 205 093 973 Password: 610853

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS AND RECOGNITIONS

- [a.](#) Mayoral Recognition of Outgoing Chief of Police Mark Robl

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

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

- [a.](#) Homer City Council Unapproved Regular Meeting Minutes of February 23, 2026. Recommend Approval.
- [b.](#) Ordinance 26-17, An Ordinance of the City Council of Homer, Alaska Amending the FY26 Capital Budget to Appropriate \$240,000 from the Water CARMA Fund for the Purchase of Two Properties for Future Water Treatment Needs and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Community Development Director. Recommended dates Introduction March 9, 2026, Public Hearing and Second Reading March 23, 2026.
Memorandum CC-26-053 from Community Development Director as backup.
- [c.](#) Ordinance 26-18, An Ordinance of the City Council of Homer, Alaska Amending the FY26 Capital Budget to Appropriate \$100,000 from the Land Fund and \$40,000 from the General Fund Unrestricted Fund Balance Fund for the Purchase of Two Properties for Conservation and Water Utility Needs and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Community Development Director. Recommended dates Introduction March 9, 2026, Public Hearing and Second Reading March 23, 2026.

Memorandum CC-26-054 from Community Development Director as backup.

- d. Resolution 26-018, A Resolution of the City Council of Homer, Alaska Approving the Participation Agreement with the State of Alaska to bring the Police Chief Position back into the Public Employees Retirement System (PERS) and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Personnel Director. Recommend Approval.

Memorandum CC-26-055 from City Manager as backup.

- e. Resolution 26-019, A Resolution of the City Council of Homer, Alaska, Authorizing the Staff of Homer Volunteer Fire Department to Apply for the Southern Region EMS Council FY27 Code Blue Grant. City Manager/ Fire Chief. Recommend Approval.

Memorandum CC-26-056 from Fire Chief as backup.

- f. Resolution 26-020, A Resolution of the City Council of Homer, Alaska, Authorizing the Staff of Homer Volunteer Fire Department to Apply for the U.S Department of the Interior (DOI) Office of Wildland Fire (OWF) Slip-on Tanker Units Grant. City Manager/Fire Chief. Recommend Approval.

Memorandum CC-26-057 from Fire Chief as backup.

VISITORS

- a. Hannah Gustafson and Anna Meredith, Planet Youth Homer report of 2025 student data and next steps.

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. Title 21 Update
 - i. Written Title 21 Update
- f. Port and Harbor Advisory Commission
- g. Planning Commission

PUBLIC HEARING(S)

- a. Ordinance 26-14, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating the Amount of \$1,553.56 from the Land Fund for the Purchase of a Tax Foreclosure Property and Authorizing the City Manager to Negotiate and

Execute the Appropriate Documents. City Manager/Community Development Director.
Introduction February 23, 2026, Public Hearing and Second Reading March 9, 2026.

Memorandum CC-26-046 from Community Development Director as backup.

- [b.](#) Ordinance 26-15, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating \$25,000 From the Port Reserves Fund for the Purchase of Additional Timber to Repair the Spare Deep Water Dock Fender. Port Director/City Manager. Introduction February 23, 2026, Public Hearing and Second Reading March 9, 2026.

Memorandum CC-26-047 from Port Director as backup.

- [c.](#) Ordinance 26-16(A), an Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 4, Elections Sections 4.01.040 Date of Election, 4.01.100 Expense, 4.10.010 Declaration of Candidacy, 4.10.050 Prohibitions, 4.20.020 Voting Procedure at the Polls, 4.30.020 Eligibility, 4.30.060 Issuance of Ballot By Mail or in Person, 4.35.010 Review of Election Documents by Canvass Board, and 4.40.020 Runoff Election – Date and Notice. City Clerk. Introduction February 23, 2026, Public Hearing and Second Reading March 9, 2026.

Memorandum CC-26-048 from City Clerk as backup.

Memorandum CC-26-049 from Councilmember Davis as backup.

ORDINANCE(S)

CITY MANAGER'S REPORT

- [a.](#) City Manager's Report
- [b.](#) FY26 2nd Quarter Report

PENDING BUSINESS

NEW BUSINESS

RESOLUTIONS

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

COMMENTS OF THE CITY MANAGER

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

ADJOURNMENT

Next Regular Meeting is Monday, March 23, 2026 at 6 p.m., Worksession at 4:00 p.m., Committee of the whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

CITY OF HOMER
HOMER, ALASKA
Mayoral Recognition
of
Homer Police Chief Mark Robl

WHEREAS, Chief Robl started his career with the Homer Police Department on December 26, 1984. He worked his way through the ranks serving as a patrol officer, community jail administrator, investigator, and lieutenant. On May 1, 1999 he was appointed as police chief; and

WHEREAS, Chief Robl attended the 93rd Administrative Officers Course (AOC) at the Southern Police Institute (SPI), University of Louisville. The AOC is a prestigious 12-week (480-hour) in-residence academic program designed for law enforcement managers to develop leadership skills in administration, strategic management, and law. Chief Robl was a Dean's Scholar within this extensive program; and

WHEREAS, Chief Robl is an unassuming leader who encourages his team to strive to be a part of the community. Under his leadership HPD has worked diligently to earn trust and build community partnerships through mutual respect and understanding; and

WHEREAS, Chief Robl has supported his team and our community through difficult and challenging cases, and celebrated with them in the happy and amazing times, noting the good times have outweighed the bad, and he has met really awesome people along the way; and

WHEREAS, Chief Robl's retirement on March 19, 2026, after nearly 26 years, makes him the longest-serving police chief in Alaska, and Homer is undeniably fortunate to be the community he met that milestone with.

NOW, THEREFORE, I, Rachel Lord, Mayor of the City of Homer, do hereby recognize and thank Chief Robl for his outstanding leadership and dedication to community safety, and express sincere gratitude for his many years of service to the City of Homer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Homer, Alaska, to be affixed this 9th day of March, 2026.

Rachel Lord, Mayor

Attest:

Amy Woodruff, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE

Session 26-06, a Regular Meeting of the City Council of Homer, Alaska was called to order on February 23, 2026 by Mayor Lord at 6 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and opened with the Pledge of Allegiance.

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

ABSENT: COUNCILMEMBER VENUTI

STAFF: CITY MANAGER JACOBSEN
CITY CLERK WOODRUFF
FINANCE DIRECTOR FISCHER

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

Mayor Lord read the supplemental items: Under **Ordinances** item A, Ordinance 26-16 amending City Code title 4, Elections, we have public comment received. Under **New Business** item A, Memorandum CC-25-050 on Possible Direct Collection of Sales Tax by Airbnb, we have public comment received.

ERICKSON/ADERHOLD MOVED TO AMEND THE AGENDA UNDER VISITORS TO ADD LEGISLATIVE UPDATE, REPRESENTATIVE SARAH VANCE

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ERICKSON/ADERHOLD MOVED TO APPROVE THE AGENDA AS AMENDED.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

Karin Marks, City Resident provided comment on Memorandum CC-26-050 regarding short term rentals and sales tax. She noted that regulation of business should be conducted in separate ordinance, and that zoning code should be used only to define and zone for a business type.

Mary Griswold, City Resident addressed Ordinance 26-16 regarding elections. She spoke in support of retaining the existing method for calculating percentages for election results.

Heath Smith, City Resident, echoed Mary’s comments, saying he couldn’t have said it better himself. He called out the practice of bullet voting, where a voter picks only one candidate in a race where they could have voted for two. He said he would like to find a way to encourage voters to use all of their votes.

RECONSIDERATION

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

- a. Homer City Council Unapproved Special Meeting and Regular Meeting Minutes of February 9, 2026. Recommend Approval.

- b. Ordinance 26-14, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating the Amount of \$1,553.56 from the Land Fund for the Purchase of a Tax Foreclosure Property and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Community Development Director. Recommended Dates Introduction February 23, 2026, Public Hearing and Second Reading March 9, 2026.

Memorandum CC-26-046 from Community Development Director as backup.

- c. Ordinance 26-15, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating \$25,000 From the Port Reserves Fund for the Purchase of Additional Timber to Repair the Spare Deep Water Dock Fender. Port Director/City Manager. Recommended Dates Introduction February 23, 2026, Public Hearing and Second Reading March 9, 2026.

Memorandum CC-26-047 from Port Director as backup.

- d. Resolution 26-017, a Resolution of the City Council of Homer, Alaska, Confirming the City Manager's Appointment of Michael Scanlon as Chief of Police for the City of Homer Effective No Later than March 19, 2026. Recommend Adoption.

ERICKSON/ADERHOLD MOVED TO ADOPT THE RECOMMENDATIONS OF THE CONSENT AGENDA AS READ.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Lord offered congratulations to incoming Police Chief Scanlon and thanked City Manager Jacobsen for her efforts in the hiring process.

VISITORS

- a. Legislative Update, Representative Sarah Vance

Representative Sarah Vance provided an update on the State House's activities, including:

- The Supplemental Budget, and the need to fund match for important DOT projects as well as disaster money for Western Alaska.
- House Bill 47, which would criminalize AI-generated child sexual abuse material
- House Bill 355, which would include agricultural cooperatives in the revolving loan fund and exempt them from workman's comp requirements
- House Bill 356, which would allow small boat fishermen to process their catch without oversight from the Department of Environmental Conservation
- A crypto fraud bill that would regulate crypto ATMs

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

- a. Worksession Report

The worksession focused on water/wastewater rates and narrowed down the range of options for a rate structure change to a proposed minimum usage fee. Staff will provide additional information on how that proposed fee will impact different user groups.

- b. Committee of the Whole Report

At the Committee of the Whole Council welcomed new Police Chief Michael Scanlon. Outgoing Chief Robl thanked the City and said he was able to live his dreams here in Homer. He has lots of plans for family, boating, and wilderness and we look forward to seeing him around. It was nice to hear a little about incoming Chief Scanlon, who's from Bellingham, WA and has been in the police force since 1993. He retired from Bellingham and moved to Homer in October of 2023. We thank our City manager for finding us a very qualified chief. Council discussed and where the borough stands on direct collection of sales tax by Airbnb and what the City can do to work with Airbnb to collect City sales taxes directly or to otherwise improve compliance with sales tax

reporting. The Borough has found that in some communities that have required that Short Term Rentals (STRs) register with the city that the STRs become compliant with paying sales tax.

Council talked about the election ordinance. The big thing is that with the November election date for the borough, in our code we need to make the changes to update that. The ordinance 26-16 is about making sure that the dates and the verbiage inside that ordinance is correct going forward. Finally, Council finished the water/wastewater rate conversation with Elizabeth from finance.

c. Mayor's Report

Mayor Lord shared that she was in Juneau a few weeks ago, though not with her City hat on. Liquid Natural Gas, the budget, rural health transformation project, and pension questions were the largest conversations taking up a lot of the air in the building. The budget is a huge question mark, and funding services in the State of Alaska is a challenge. She clarified that legislative updates will be provided in the last meeting of each month during the legislative session alternating between Homer's two legislators, Representative Vance and Senator Stevens. Winter Carnival was great, Mayor Lord and her family got to ride in the fire truck and there were very few people on the North side of the road, while half the town was on the South side of Pioneer Avenue. She thanked the Chamber for putting that event on.

Last week Mayor Lord had the opportunity to meet with the chairs of the City's advisory bodies, and it is her intent to do those on a quarterly basis. It can be a fairly casual conversation because the chairs do not collectively make decisions so there are no Open Meetings Act considerations. It's a chance to talk about running meetings and how things are going.

Melissa and Rachel met with members of the Kachemak Swim Club as a part of ongoing conversations with Borough Mayor Micciche. Mayor Lord fully anticipates that the Kenai Peninsula Borough School District (KPBSD) will not fund pools this year, because the budget is short by \$8.5 million. She is still trying to figure out what is the conversation for the City to have, and some work is still to be done with the Borough Mayor and the KPBSD Superintendent Clayton Holland.

d. Borough Report

e. Conversation with a Councilmember – Venuti

f. Economic Development Advisory Commission

Commissioner Jonathan Young said that the EDC is very excited for Title 21. He hopes that as it starts to become more of a reality that EDC will be able to help the City and work towards any goal that Council wants them to be a part of. Internally they are looking towards some things related to short term rentals, but they understand that Title 21 is the #1 priority.

g. Library Advisory Board Report

Board Member Deb Curtis reported on the LAB's February Meeting. Library Director Dave Berry shared the 2025 annual report from the library. It was beautifully done, and a tribute to how much our library does for our community. Marcia Kuszmaul reported that a fundraising letter went out at the end of 2025 which led to some significant donations. The board is working hard on the 20th anniversary celebrations for the Library building. A recent KBBI Coffee Table talk discussed the history of the library and the transition to the current location. There will be another Coffee Table discussion that will look towards the next 20 years. Deb, who is the Librarian for Homer High, will work with Homer High Students to learn more about what they want to see in the next 20 years. Members of the Friends of the Homer Library joined them at the last meeting to discuss events that they will be collaborating on. The bookmobile will join at the library during the summer movie screenings. There will be a big event in September to celebrate the anniversary. The LAB reviewed the 2026 strategic plan and goals, and the board is full of caring people. They have planned a worksession to watch a video related to board members training. Approved the 2026 bylaws which were reviewed in January. The LAB talked a lot about a library donation account managed by the City. Three ideas were considered: Leave as it is, transfer balance into the Library Endowment fund, or open a non-endowed fund with the Homer Foundation. Board members requested more information and will discuss it at the next meeting.

h. Planning Advisory Commission Report

Commissioner Heath Smith reported that the Planning Commission did not have a regular meeting but did have a worksession, which was a follow up to the previous work session looking at Title 21. It has been time well spent looking at what has been examined by staff and Agnew::Beck. The preliminary draft of Title 21 will include ideas to get the general sense of how the public feels about the propositions, and that feedback will come back into what the next draft looks like.

i. Parks, Arts, Recreation and Culture Advisory Commission Report

Commissioner Ingrid Harrald noted that PARCAC did not meet in January due to a winter storm. At the February meeting PARCAC saw a presentation from Zach Kudla from the Homer Softball Association, which has just formed a 501(c)7. They talked about the softball association as a space where student athletes end up when they have left high school. One person described moving to Homer and deciding to stay because of the softball community that they found. It demonstrates the importance of our parks and how they maintain this sense of community that we are all so appreciative of. Softball worked very hard with the City staff to maintain Jack Gist park and the ballfields. The City has to have partnerships with these organizations, we cannot do it alone. Parks Coordinator Chad Felice has been working hard on sanding roads and handling falling trees. Community Rec expressed thanks for the funding for the HERC floors, and appreciate having the multi use community rec center as a top priority.

Parks staff has been working on policies and procedures, they are in final draft form and all the different liability forms have been compiled into one document that can be a one-stop-shop. The adopt-a-park program has been a gray area, now there is a beautiful template that will be online and easy to access. It looks wonderful, we hope that once that's finalized it will be something where people will run out and adopt parks. PARCAC also discussed the City art collection—Former City Clerk Renee would let PARCAC know when things needed to happen related to the City's art. PARCAC wanted to put out to staff that it's an important part of the city and the collection needs some love and attention, even if it's just one person who has that on their radar. Just finished the strategic plan, but then realized that it's something to review quarterly or biannually. PARCAC also had discussions about the potential to have Woodard Creek Park as a public space.

j. ADA Advisory Board Report

Board member Pat Case reported on the February meeting. The ADA Advisory Board hadn't met in a couple of months and is still looking for a City staff liaison. Board members were able to voice opinion on strategic goals, would like to see language on ADA compliance evolve to also include all ages and abilities and best practice. The world is looking at things in another way now, not just black and white but also seeing the grey area. We do the best we can for who needs it. The ADA Advisory Board Would like to collaborate more with the other boards, and would like to see projects run by the ADA board rather than retrofitted after the fact. Pleased to hear that the City has budgeted for a door opener for the door into the council chambers, and that they are fixing the elevator. The Chamber of Commerce will start doing their luncheons in the Kannery which is wheelchair accessible. It seems like things are going in the right direction in that way. It's for everybody, it's not just for those with disabilities. One year since the passing of Joyanna Geisler, and this will be the last report from Pat who is stepping down from the board when his term ends.

PUBLIC HEARING(S)

- a. Ordinance 26-12, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Reappropriating the FY23 State of Alaska Community Assistance Program Payment in the Amount of \$44,946.55 for Information Technology Capital Projects. City Manager/Chief Technology Officer. Introduction February 9, 2026, Public Hearing and Second Reading February 23, 2026.

Memorandum CC-26-040 from Chief Technology Officer as backup.

Mayor Lord opened the Public Hearing. There were no comments and the hearing was closed.

ERICKSON/ADERHOLD MOVED TO ADOPT ORDINANCE 26-12 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- a. Ordinance 26-13, an Ordinance of the City Council of Homer, Alaska Authorizing the City Manager to Negotiate and Execute a Equipment Purchase Agreement with Mack Services to Allow for the Purchase of a 2026 Dump Truck and Amending the FY26 Capital Budget for a Current Year Payment of \$75,085.84 from the General Fund Fleet Capital Asset Repair and Maintenance Allowance (CARMA) Fund and Related Matters. City Manager/Public Works Director. Introduction February 9, 2026, Public Hearing and Second Reading February 23, 2026.

Memorandum CC-26-041 from Public Works Director as backup.

Mayor Lord opened the Public Hearing.

Scott Adams, City resident, noted that a truck at 75,000 a year for 5 years at \$450,000 is a great deal.

There being no further comments, the hearing was closed.

ERICKSON/ADERHOLD MOVED TO ADOPT ORDINANCE 26-13 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Mayor Lord noted that the purchase is over 4 years for a total cost of \$277,380.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

- a. Ordinance 26-16, an Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 4, Elections Sections 4.01.040 Date of Election, 4.01.100 Expense, 4.10.010 Declaration of Candidacy, 4.10.050 Prohibitions, 4.20.020 Voting Procedure at the Polls, 4.30.020 Eligibility, 4.30.060 Issuance of Ballot By Mail or in Person, 4.35.010 Review of Election Documents by Canvass Board, and 4.40.020 Runoff Election – Date and Notice. City Clerk. Recommended Dates Introduction February 23, 2026, Public Hearing and Second Reading March 9, 2026.

Memorandum CC-26-048 from City Clerk as backup.

Memorandum CC-26-049 from Councilmember Davis as backup.

ERICKSON/ADERHOLD MOVED TO INTRODUCE ORDINANCE 26-16 BY READING OF TITLE ONLY.

ADERHOLD/PARSONS MOVED TO AMEND ON LINE 85 UNDER 4.10.50 PROHIBITIONS TO REMOVE “BOARD MEMBER” AND ADD “MEMBER OF THE LIBRARY ADVISORY BOARD”.

Discussion noted that City Code related to the ADA Advisory Board specifies that there will be a City Council Person on that board. Changing the language would end up with code in conflict with itself.

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

Motion carried.

Discussion noted that the main question of the ordinance is whether the Council wants to change the City’s election date from October to November to align with the Borough Elections. Council has received some comments related to how results are calculated when electing two at-large seats. Those comments are appreciated, but the real impetus for the changes to this section of code is the movement of the election date, so certainly interested in public comment on all aspects of this ordinance and in particular the date change.

Potential challenges with retaining the October date would include increased cost, that Homer would be the only municipality retaining that date, and it would decrease voter turnout. Not everyone is as excited about local governance as Council is.

With respect to the calculation of election results, had wondered whether this might be a good time to look at the confusing way that we report our election results. There will be no amendments introduced tonight to address that potential change.

VOTE (introduction of ordinance as amended). NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

CITY MANAGER'S REPORT

- a. City Manager's Report
City Manager Jacobsen stated that no written report was included in the packet since she was out of the office traveling to Juneau with Council and other staff members. She will have a more robust report at the next meeting, including the schedule of events for the Library's 20th anniversary celebration, and information regarding the options for the HERC building as far as the hazardous materials are concerned.
- b. Monthly FY26 YTD Report

PENDING BUSINESS

NEW BUSINESS

- a. Memorandum CC-26-050 from Councilmember Davis, Update on Possible Direct Collection of Sales Tax by Airbnb.

Councilmember Davis spoke regarding his memorandum, saying that when councilmembers have spoken with the Airbnb representatives attending the Alaska Municipal League Conference, they have said that they have a program where they can collect City and Borough sales tax at the point of collection, like Amazon does. The Borough has chosen not to participate for various reasons, including that the many jurisdictions inside the borough have rates that vary geographically and seasonally. They did say that the City's portion of sales tax is the City's, and that the borough collects it as a service to the City, but they made it clear that the City could pursue direct collection of Sales tax for City tax only. The borough also mentioned their sales tax compliance software. Over time it is able to identify the STR hosts or owners that are non-compliant, either because they are not compliant at all or because they are not collecting the correct amount. The one city in the borough that has a high rate of compliance is Seward, and that is because the City of Seward requires that STR owners register with the City. As a result they have almost perfect compliance, and the City of Soldotna is also moving over to that model. This would be a separate item but it's something that the City might want to revisit.

Discussion included general support for exploring the proposal for registration of short term rentals, and a note that it's going to take a lot of staff time specifically from the team that is currently busy with Title 21. Several members of EDC have expressed interest in taking up the short term rental conversation. Would City Council like to provide direction to the EDC to start tackling this once the process of editing Title 21 is complete?

The mechanics of how the sales tax collection would work were outlined: a minority of STR owners voluntarily have Airbnb collect the City and Borough sales taxes, and then AirBNB sends the tax to the owners and they remit both City and Borough sales taxes to the Borough. If the City required Airbnb to collect City tax, owners would most likely opt-in to ask Airbnb to also collect borough tax and then they would remit the Borough's portion of the tax to the Borough. The City does not collect tax and does not have any structure set up to collect taxes, and managing the collection of those taxes remitted to Airbnb could be expensive. There are a number of Short Term Rental providers besides Airbnb, and the landscape could change. Free market is not helping us here. Corrections may be made, but at what cost and what time scale?

It is important that Short Term Rentals have a good level playing field inside and outside the City of Homer. That 3% sales tax collected by the borough goes to our schools. Hopefully people will do the right thing. One of the biggest things that we heard in Juneau is that there is no money. We're going to go back into where we're having to be reliant on ourselves. Does Council want to consider whether the City should become a Home Rule city to facilitate the creation of a Bed tax?

There should be political will behind any proposed change so that staff time is used efficiently. This would be a great place for the EDC to look at potential policy for the City.

RESOLUTIONS

COMMENTS OF THE AUDIENCE

Pat Case, City Resident, said that it has been almost 4 years since he had a group of City staff and Councilmembers convened at the corner of the Library and Heath Street who acknowledged the need for a crosswalk at that intersection.. Over the last 4 years the City has spent \$8 million on sidewalks and has put in no crosswalks. This is a safety issue. The Transportation plan got a lot of community input saying that they wanted crosswalks. The state engineers from the DOT agreed that there were good locations for crosswalks on East End Road and the City is not helping to move those projects forward. He thanked the Homer Foundation for making a \$5,000 grant to the Independent Living Center's TRAILS program.

Heath Smith, City Resident, thanked Council, and acknowledged that the landscape keeps changing which means that priorities move around. There are a lot of costs associated with some things that don't make them feasible on the timelines that other people would like. Chief Robl is retiring, for the second time, and it's great to see people that are committed to our community. There are more people than are ever seen in the Council chambers that serve our community, but there are very few people who are willing to step up and serve in a public way and make difficult decisions to make things happen. He encouraged Council to assign specific work to EDC to make Council's job easier in the end.

Jonathan Young, City Resident, noted that he was not representing EDC with his comments. He acknowledged that whenever STRs are discussed, he gets glances, or a wag of the finger. He's passionate about the topic, and he feels when he listens to the conversations, he hears talk of regulation. He said that he is not opposed to regulation, and that the Council should look at the outcome that we're wanting and how do we get to it. Sometimes we don't have the same outcome when we're talking about regulation. Passionate about locals who come here, can draw money into the economy through tourism and keep money recirculating. The EDC has the time, the talent, and passionate individuals to do their homework, to propose multiple different avenues for Council to look into, and just give Council direct data to make decisions. He knows that regulation is going to happen, and he just wants it to be done as appropriately as possible.

Scott Adams, City resident, discussed 'dark houses' and that they may belong to people who come up for three months or snowbirds who go outside up to 180 days a year because that's what's allowed. He was told that if he had a lot that wasn't developed, he needs to sell it so someone else could develop it. A recent Planning Commission worksession discussed increasing maximum height for buildings to 50' now that the fire department has ladder trucks. Homer does not need national standards, it is a jewel of Alaska, and it does not need to be turned into something else. You should keep some of Homer's charm. Go USA hockey.

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

COMMENTS OF THE CITY MANAGER

The City Manager commented that the City is looking for a firefighter, a heavy equipment operator and a Port Administrative Secretary.

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

Councilmember Hansen commented that she had a great trip to Juneau, it was a long travel time but it was great.

Councilmember Erickson noted that she was also thankful to get to Juneau. She met our new lobbyist Miles who is working with Chris and Reggie, impressed with his knowledge and working with him. SNOMADS fun run is this weekend then the Homer Epic. Stay warm and enjoy the sun.

Councilmember Davis mentioned that a lot of people are aware that the Mariner Theater has been closed for a while. The school choir has been working on the high school musical to present next month. They officially will be able to sing in the theater next month for that event.

Councilmember Aderhold noted that she was also able to go to Juneau, and that there's lots going on down there. It was a very good week, and she really appreciates what our lobbyists do for us.

Councilmember Parsons offered thanks to boards and commissioners, noting that in the reports Council saw what shining stars they are tonight. He thanked City Clerk Woodruff and Finance Director Fischer for their presentations. He noted that City Manager Jacobsen staffed the ADA board meeting and it was like she didn't miss a beat. He thanked all of the people who wrote in and who spoke so eloquently for their comments tonight. He specifically thanked Pat Case for his service on the ADA board, and noted that he liked the public comment he made at the end of the meeting.

ADJOURNMENT

There being no further business to come before the council, Mayor Lord adjourned the meeting at 7:32 p.m. Next Regular Meeting is Monday, March 9, 2026, at 6 p.m., Worksession at 4:00 p.m., Committee of the whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.



MEMORANDUM

CC-26-053

Ordinance 26-17, an Ordinance of the City Council of Homer, Alaska Amending the FY26 Capital Budget to Appropriate \$240,000 from the Water CARMA Fund for the Purchase of Two Properties for Future Water Treatment Needs and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: February 25, 2026
From: Julie Engebretsen, Community Development Director, Dan Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

BACKGROUND:

Staff met with Water and Wastewater Treatment Plant Superintendent Todd Cook and Public Works Director Dan Kort to assess future real estate requirements for water utility operations. After nearly 20 years of water treatment plant operations, continuously changing and emerging regulatory requirements and operational experience support the need for future expansion space to accommodate future settling ponds and treatment processes.

The current water treatment plant site was acquired through eminent domain and was the right size at the time of construction. Subsequently, a conservation easement was placed on adjacent private land, precluding future expansion in that direction. While the original acquisition was adequate for the needs at the time, it did not include space for future expansion. At some point in the future, evolving regulations will very likely necessitate additional real estate for long-term facility needs. Buying location-sensitive real estate becomes more complicated as Homer develops.

The two lots proposed for purchase are located adjacent to the million-gallon water treatment tank on Skyline Drive. The two parcels contain 11.29 acres of relatively level, dry ground suitable for water treatment operations. Staff worked with a realtor to negotiate a sales price of \$230,000 for both properties. Additional funds are included in the ordinance to cover closing costs. Any unspent funds will be returned to the fund.

HCC 18.06.020 requires the City Manager to provide Council with three items related to a land purchase.

1. Title report: *Attached*.

2. KPB tax assessment or and appraisal: *KPB tax valuation (2025) attached. Third-party appraisal underway and will be provided to Council prior to Public Hearing.*
3. A review of any problems in acquisition: *No problems anticipated.*

Strategic Value

These parcels are strategically positioned, contiguous to the existing facility and infrastructure and on the correct side of the ridge for efficient future expansion of water treatment operations. While the City owns property north of the treatment plant, utilizing that land would require additional pumping infrastructure and higher ongoing maintenance and operational costs due to unfavorable topography. The Skyline Drive parcels' proximity to existing infrastructure makes them the preferred option for long-term expansion anticipated within the next 50 years.

RECOMMENDATION:

Adopt ordinance to purchase the lots.

ATTACHMENTS:

Kenai Peninsula Borough 2025 tax values

Map

Title Report

Taxing Detail

Owner:
SMITH LEROY K
 Mailing Address:
10031 GEBHART DR ANCHORAGE AK 99515-2529

PIN:
17308041
 Property Address:
200 SKYLINE DR HOMER AK

Tax Roll:
Real Property
 TAG:
20 - HOMER CITY

For Tax Year:
2025

Bill Number:
2025048949

 For information regarding the charges listed here, please contact the Kenai Peninsula Borough at 907-714-2304.

▲ Authority : **HOMER**

Fund	Assessed Value	Exemption	Taxable Value	Tax Rate	Tax	Credit	Net Tax	Tax Savings
BOROUGH	117,800	0	117,800	0.003850	453.53	0.00	453.53	0.00
HOMER	117,800	0	117,800	0.004500	530.10	0.00	530.10	0.00
SH TY18 & Prior Debt	117,800	0	117,800	0.000340	40.05	0.00	40.05	0.00
SOUTH HOSPITAL	117,800	0	117,800	0.001120	131.94	0.00	131.94	0.00
				Total Rate	Tax	Credit	Net Tax	Savings
				0.009810	1,155.62	0.00	1,155.62	0.00
All Totals					Tax	Credit	Net Tax	Savings
					1,155.62	0.00	1,155.62	0.00

Taxing Detail

Owner:
SMITH LEROY K
Mailing Address:
10031 GEBHART DR ANCHORAGE AK 99515-2529

PIN:
17308042
Property Address:
240 SKYLINE DR HOMER AK

Tax Roll:
Real Property
TAG:
20 - HOMER CITY

For Tax Year:
2025

Bill Number:
2025048872

 For information regarding the charges listed here, please contact the Kenai Peninsula Borough at 907-714-2304.

▲ Authority : **HOMER**

Fund	Assessed Value	Exemption	Taxable Value	Tax Rate	Tax	Credit	Net Tax	Tax Savings
BOROUGH	119,000	0	119,000	0.003850	458.15	0.00	458.15	0.00
HOMER	119,000	0	119,000	0.004500	535.51	0.00	535.51	0.00
SH TY18 & Prior Debt	119,000	0	119,000	0.000340	40.46	0.00	40.46	0.00
SOUTH HOSPITAL	119,000	0	119,000	0.001120	133.28	0.00	133.28	0.00
				Total Rate	Tax	Credit	Net Tax	Savings
				0.009810	1,167.40	0.00	1,167.40	0.00
All Totals					Tax	Credit	Net Tax	Savings
					1,167.40	0.00	1,167.40	0.00



City of Homer
Planning and Zoning Department

Legend

 Bridge Creek Watershed Protection District

0 400
 FT



*Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.*

City of Homer
Planning & Zoning Department
2/3/2026



Kachemak Bay Title Agency,
Inc.
3733 Ben Walters Lane, Suite
1
Homer, AK 99603
Phone - (907) 235-8196
Fax - (907) 235-2420

COMMITMENT FOR TITLE INSURANCE

TO:

Listing Agent:
Go North Realty
AK

Attn: Marjorie Pellegrini
Re: 200 Skyline Dr., Homer, AK 99603 and 240
Skyline Dr., Homer, AK 99603

Selling Agent:
Homer Real Estate
601 E. Pioneer Ave, Suite 202
Homer, AK 99603

Attn: Angie Newby
Re: 200 Skyline Dr., Homer, AK 99603 and 240
Skyline Dr., Homer, AK 99603

FOR QUESTIONS REGARDING THIS COMMITMENT. PLEASE CONTACT:

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Closer: Lisa Ravenscroft
File No.: 40720
Email: lisa@kbaytitle.com

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Title Officer: Michelle Prater
File No.: 40720
Email: m.prater@kbaytitle.com



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned by:

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603
(907) 235-8196



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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ALTA Commitment For Title Insurance (7-01-2021)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ALTA Commitment For Title Insurance (7-01-2021)

Page 2 of 4

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment For Title Insurance (7-01-2021)

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment For Title Insurance (7-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Kachemak Bay Title Agency, Inc.
Issuing Office: 3733 Ben Walters Lane, Suite 1, Homer, AK 99603
Issuing Office's ALTA® Registry ID: 020006
Loan ID Number:
Commitment Number: 40720
Issuing Office File Number: 40720
Property Address: 200 Skyline Dr., Homer, AK 99603
240 Skyline Dr., Homer, AK 99603
Revision Number:

1. **Commitment Date:** February 17, 2026 at 8:00 A.M.

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA® Owner's Policy - Standard	\$230,000.00
Proposed Insured: City of Homer	Premium: \$1,126.00

(b) 2021 ALTA® Loan Policy

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

Fee Simple

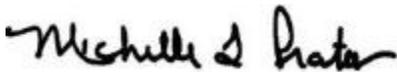
4. **The Title is, at the Commitment Date, vested in:**

Leroy K. Smith and Sara A. Smith, husband and wife

5. **The Land is described as follows:**

Lots Thirty-Seven (37) and Thirty-Eight (38), TULIN TERRACE SUBD. WEST TERRACE UNIT 1, according to Plat No. 2002-3, Homer Recording District, Third Judicial District, State of Alaska.

STEWART TITLE GUARANTY COMPANY



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File No. 40720

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 40720

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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File No. 40720

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 40720

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims, of easement, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.
11. **TAXES DUE** the taxing authority noted below for the year indicated are a lien, but not yet due or payable as levy therefore has not been made:
Year: 2026

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File No. 40720

AK ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. **ASSESSMENTS**, if any due the taxing authority indicated:
Taxing Authority: City of Homer
13. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:
Recorded: June 3, 1966
Volume/Page: 41/186
Granted To: Homer Electric Association, Inc.
Affects: General Easement, no definite location disclosed
14. **RESERVATION** of oil, gas and mineral rights constructive notice of which is given by recital in deed:
Recorded: July 28, 1968
Volume/Page: 53/265
Reserved by: Bernard E. Uminski and June M. Uminski
Language setting out reservation: All gas, oil and subsurface mineral rights except as otherwise conveyed therein
- FURTHER**, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.
15. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:
Recorded: January 1974
Volume/Page: 74/111
Granted To: Homer Electric Association, Inc.
Affects: General Easement, no definite location disclosed
16. **EASEMENTS, SET-BACKS AND DEDICATIONS** as delineated on Plat No. 2002-3.
17. **EFFECT** of the notes on said Plat No. 2002-3.

PROPOSED INSURED: City of Homer, and we find no unsatisfied judgments or tax liens against the above named in the Homer Recording District.

NOTE: 2025 taxes paid in full in the amount of \$1,155.62. (Affects Lots 37)

Kenai Peninsula Borough Tax Parcel No. 17308041

2025 Assessed Values as follows for:

Land: \$117,800.00
Improvements: \$0.00
Total: \$117,800.00
TCU #: 20

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File No. 40720

AK ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

NOTE: 2025 taxes paid in full in the amount of \$1,167.40. (Affects Lot 38)

Kenai Peninsula Borough Tax Parcel No. 17308042

2025 Assessed Values as follows for:

Land:	\$119,000.00
Improvements:	\$0.00
Total:	\$119,000.00
TCU #:	20

NOTE: These values are being provided as a courtesy for informational purposes only and will not be finalized or certified by the Assessor's office until June 1 of current year.

NOTE: IN THE EVENT THIS TRANSACTION FAILS TO CLOSE, a minimum cancellation fee of \$263.00 will be charged in accordance with our rate schedule, due and payable within 30 days.

NOTE: Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water or electricity.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 40720

AK ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3



STEWART INFORMATION SERVICES CORPORATION
Updated August 24, 2023
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker,
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules, and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart’s affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an “opt out” request to OptOut@stewart.com, or contact us through other available methods provided under “Contact Information” in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart", "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
- F. Geolocation data**
Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns

and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to

certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Kachemak Bay Title Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Kachemak Bay Title Agency, Inc., and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Kachemak Bay Title Agency, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Kachemak Bay Title Agency, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Kachemak Bay Title Agency, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Kachemak Bay Title Agency, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Kachemak Bay Title Agency, Inc., 3733 Ben Walters Lane, Suite 1, Homer, AK 99603



Accommodation Only - First American Title

QUITCLAIM DEED

ALASKA GROWTH PROPERTIES, LLC, ("Grantor") whose address is 1422 K Street, Anchorage, Alaska 99501, by and through its manager and sole member, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, hereby conveys and quitclaims to Leroy K Smith and Sara A. Smith, ("Grantees") whose address is 10031 Gebhart Drive, Anchorage, Alaska 99515, as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs and assigns of the survivor, the following described real property; the address of which is 200 SKYLINE DR HOMER AK 99603 more particularly described as:

T 6S R 13W SEC 8 Seward Meridian HM 2002003 TULIN TERRACE SUB WEST TERRACE UNIT 1 LOT 37 in the Homer Recording District, Third Judicial District, State of Alaska.

The foregoing property is conveyed together with all the respective tenements thereof, if any, and all rights of the Grantor to any and all respective hereditaments and appurtenances thereto belonging or in any way appertaining.

All of the foregoing parcels are subject to their respective reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Quit Claim Deed
Reference Document No.
2012-004144-0
Page **1** of **2**

DATED this 27th day of February 2024 at Anchorage Alaska.

Donald J. Tulin, Managing Member
Alaska Growth Properties, LLC
1422 K Street
Anchorage, Alaska 99501

SUBSCRIBED AND SWORN TO before the undersigned Notary
Public in and for Alaska on this 27th day of February 2024.


Notary Public in and for Alaska
My Commission Expires: 6/26/24

After Recording, Return To:

*Leroy K and Sara A Smith
10031 Gebhart Drive
Anchorage, Alaska 99515*

Quit Claim Deed
Reference Document No.
2012-004144-0
Page **2** of **2**





QUITCLAIM DEED

ALASKA GROWTH PROPERTIES, LLC, ("Grantor") whose address is 1422 K Street, Anchorage, Alaska 99501, by and through its manager and sole member, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, hereby conveys and quitclaims to Leroy K Smith and Sara A. Smith, ("Grantees") whose address is 10031 Gebhart Drive, Anchorage, Alaska 99515, as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs and assigns of the survivor, the following described real property: the address of which is 240 SKYLINE DR HOMER AK 99603 more particularly described as:

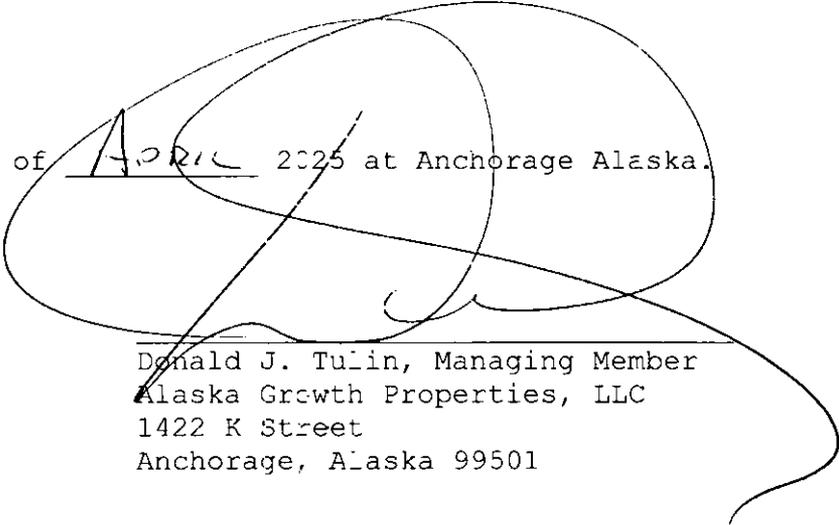
T 6S R 13W SEC 8 Seward Meridian HM 2002003 TULIN
TERRACE SUB WEST TERRACE UNIT 1 LOT 38 in the Homer
Recording District, Third Judicial District, State of
Alaska.

The foregoing property is conveyed together with all the respective tenements thereof, if any, and all rights of the Grantor to any and all respective hereditaments and appurtenances thereto belonging or in any way appertaining.

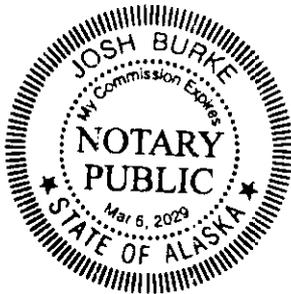
All of the foregoing parcels are subject to their respective reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Quit Claim Deed
Reference Document No.
2012-004144-0
Page 1 of 2

DATED this 30th day of April 2025 at Anchorage Alaska.


Donald J. Tuin, Managing Member
Alaska Growth Properties, LLC
1422 K Street
Anchorage, Alaska 99501

SUBSCRIBED AND SWORN TO before the undersigned Notary
Public in and for Alaska on this 30 day of April 2025.




Notary Public in and for Alaska
My Commission Expires: 3/6/29

After Recording, Return To:

Leroy K and Sara A Smith
10031 Gebhart Drive
Anchorage, Alaska 99515

Quit Claim Deed
Reference Document No.
2012-004144-0
Page **2** of **2**



HOMER ELECTRIC ASSOCIATION, INC.

HOMER, ALASKA

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that (I) (We), the undersigned Charles E. & Helen Tulin

for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and deliver unto the HOMER ELECTRIC ASSOCIATION, INC., an Alaska cooperative corporation of Homer, Alaska, hereinafter called the "Cooperative" and to its successors, assigns and licensees, a sole and exclusive easement for the purpose of constructing, operating and maintaining electric transmission and distribution lines, and telephone lines, through, over, in, and across the lands of the undersigned, situated in the Homer Recording Precinct, Third Division, State of Alaska, and more particularly described as follows:

SE 1/4 SE 1/4 of section seven and SW 1/4 SW 1/4 of section eight, T.6S-R.13W., S.M.

Service line from existing H.E.A. pole #S3/7/1C to grantors house.

AND specifically, there is hereby granted to the said "Cooperative", its successors, assigns and licensees, the sole and exclusive right to construct, operate, and maintain any and all facilities for said electric transmission and distribution lines, and telephone lines, through, over, in, and across said property as may be from time to time necessary or desirable for the exclusive use and enjoyment of such easement, including the right of ingress and egress to said property, and the right to cut and keep clear of all trees, shrubbery, undergrowth and other obstructions on said property as may be required for the construction, operation and maintenance of such facilities.

TO HAVE AND TO HOLD the same to the "Cooperative", its successors, assigns and licensees, FOREVER.

THE Cooperative agrees, in constructing, operating and maintaining said lines, to do such work in such a way as not to damage said real property any more than may be necessary to carry out the purpose of this easement.

THE UNDERSIGNED agree(s) that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative expense shall remain the property of the Cooperative and removable at the option of the Cooperative.

THE UNDERSIGNED covenant(s) that (they are) (he is) the owner(s) of the above-described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned (have) (has) set (their) (his) hand(s) and seal(s) this

74-000141 day of 3-M, 19

2 Witnesses: 1. RECORDED FILED HOMER RECORDING DISTRICT (L.S.) 2. (L.S.) Consumers: 1. Helen Tulin (L.S.) 2. Charles E. Tulin (L.S.) 3. (L.S.) 4. (L.S.)

JAN 25 1 08 PM '74 REQUESTED BY REX

UNITED STATES OF AMERICA STATE OF ALASKA

THIS IS TO CERTIFY that on this 6 day of AUGUST, 1973 before me, a Notary Public in and for the State of Alaska, residing therein, duly commissioned and sworn, personally appeared HELEN TULIN & CHARLES E. TULIN (unmarried) (husband and wife), known to be to be the identical individual(s) described in and who executed the foregoing instrument, and (he) (they) personally acknowledged to me that (he) (they) executed the same freely and voluntarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named State the day and year in this certificate first above written.

Notary Public for Alaska, residing at Anchorage, Alaska commission expires: 12-19-78

HOMER

Serial No.

66-367-

BOOK

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Homer Recording District

HOMER ELECTRIC ASSOCIATION, INC.

HOMER, ALASKA

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that I (We), the undersigned BEU F JUNE
UMINSKI, for a good and valuable consideration,
 the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and deliver unto the
 HOMER ELECTRIC ASSOCIATION, INC., an Alaska cooperative corporation of Homer, Alaska, here-
 inafter called the "Cooperative" and to its successors, assigns and licensees, a sole and exclusive easement
 for the purpose of constructing, operating and maintaining electric transmission and distribution lines, and
 telephone lines, through, over, in, and across the lands of the undersigned, situated in the HOMER
 Recording Precinct, Third Division, State of Alaska, and more particularly described as follows:

A RIGHT-OF-WAY, 55 FEET WIDE, SOUTH OF AND
PARALLEL TO THE NORTH BOUNDARIES OF THE SW 1/4 SW 1/4,
SEC 8 AND THE SE 1/4 SE 1/4, SECT 7, IN TWP 6S, R13W, S. 40.

AND specifically, there is hereby granted to the said "Cooperative", its successors, assigns and
 licensees, the sole and exclusive right to construct, operate, and maintain any and all facilities for said
 electric transmission and distribution lines, and telephone lines, through, over, in, and across said property
 as may be from time to time necessary or desirable for the exclusive use and enjoyment of such easement,
 including the right of ingress and egress to said property, and the right to cut and keep clear of all trees,
 shrubbery, undergrowth and other obstructions on said property as may be required for the construction,
 operation and maintenance of such facilities.

TO HAVE AND TO HOLD the same to the "Cooperative", its successors, assigns and licensees,
 FOREVER.

THE Cooperative agrees, in constructing, operating and maintaining said lines, to do such work in
 such a way as not to damage said real property any more than may be necessary to carry out the pur-
 pose of this easement.

THE UNDERSIGNED agree(s) that all poles, wires and other facilities, including any main service
 entrance equipment, installed on the above-described lands at the Cooperative expense shall remain the
 property of the Cooperative and removable at the option of the Cooperative.

THE UNDERSIGNED covenant(s) that (they are) ~~(he is)~~ the owner(s) of the above-described lands,
 and that the said lands are free and clear of encumbrances and liens of whatsoever character except those

held by the following persons: NONE

IN WITNESS WHEREOF, the undersigned (have) ~~(has)~~ set (their) ~~(his)~~ hand(s) and seal(s) this
27TH day of MAY, 1966

2 Witnesses:

1. James L Palkina (L.S.)
2. Mary Graham (L.S.)

Consumers:

1. B E Uminski (L.S.)
2. Jane Uminski (L.S.)
3. _____ (L.S.)
4. _____ (L.S.)

RECORDED ~~FILED~~
 REC. DIST. Homer
 DATE 6-3 1966
 TIME 10:00 A.M.
 Requested by HFA
 Address Homer
 Notary appeared

THIS IS TO CERTIFY that on this _____ day of _____, 196____ before
 me, a Notary Public in and for the State of Alaska, residing therein, duly commissioned and sworn, personally ap-
 peared _____
 (unmarried) (husband and wife), known to be to be the identical individual(s) described in and who executed the fore-
 going instrument, and (he) (they) personally acknowledged to me that (he) (they) executed the same freely and volun-
 tarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named State the
 day and year in this certificate first above written.

41

 Notary Public for Alaska, residing at _____
 My commission expires: _____

K-4868

HOMER

Serial No. 69-433

BOOK 53 PAGE 265
Homer Recording District

INDEXED

STATUTORY WARRANTY DEED

Creating Tenancy by the Entirety

THIS INDENTURE, made and entered into this 6th day of July, 1969, by and between BERNARD E. UMINSKI and JUNE M. UMINSKI, husband and wife, of Homer, Alaska, parties of the first part, hereinafter called the Grantors, and CHARLES E. TULIN and HELEN L. TULIN, husband and wife, of Anchorage, Alaska, parties of the second part, hereinafter called the Grantees, WITNESSETH:

That the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations to them in hand paid by the Grantees, the receipt of which is hereby acknowledged, have GRANTED, BARGAINED, SOLD, CONVEYED and CONFIRMED, and by these presents do GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said Grantees, as TENANTS BY THE ENTIRETY, with the right of survivorship, and to the heirs and assigns of the survivor forever, the following described real property, situated in the Homer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows, to-wit:

PARCEL NO. 1: The Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section 7, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska, SAVE AND EXCEPTING THEREFROM that portion described as follows: Beginning at the corner common to Sections 8, 7, 18 and 17, go West 200 feet to the true point of beginning and Corner No. 1. Thence North 200 feet to Corner No. 2; thence West 1120 feet to Corner No. 3; thence South 200 feet to Corner No. 4; thence East 1120 feet to Corner No. 1, the true point of beginning.

PARCEL NO. 2: The Southwest one-quarter of the Southwest one-quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 8, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

PARCEL NO. 3: The Northwest one-quarter of the Northwest one-quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), Section 17, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

PARCEL NO. 4: That certain tract of land situated within the Northeast one-quarter of the Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section 17, Township 6 South, Range 13 West,

Return to:

LAW OFFICES
HUGHES,
THORNESS, LOWE,
GANTZ & CLARK
807 G STREET
PHONE 279-4522
ANCHORAGE,
ALASKA

HOMER

Serial No.

69-433

BOOK

53 PAGE 266

Homer Recording District

INDEXED

Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska, more particularly described as follows: Beginning at the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 6 South, Range 13 West of the Seward Meridian, go 550 feet East, Thence North 400 feet, thence West 550 feet, thence South 400 feet to point of beginning.

PARCEL NO. 5: The Northeast one-quarter of the Northeast one-quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 18, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

PARCEL NO. 6: The Southeast one-quarter of the Northeast one-quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 18, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, excepting therefrom all gas, oil and subsurface mineral rights which are hereby reserved to the Grantors except as hereinafter set forth and subject to the rights and reservations in patent to said land expressed, existing easements for roads, power, lights and other utilities and restrictions of record, and to encroachments ascertainable by physical inspection of the property.

The Grantors reserve to the Grantors all of the oil, gas and subsurface mineral rights except that the Grantors do hereby convey to the Grantees one-tenth (1/10) of the oil, gas and subsurface mineral rights in parcels No. 1, 2, 3, 4 and 6 and do hereby convey to Grantees one-twentieth (5%) of the oil, gas and subsurface mineral rights in parcel No. 5.

TO HAVE AND TO HOLD the said premises, all and singular, together with the appurtenances and privileges incident thereto, upon the said Grantees, as TENANTS BY THE ENTIRETY, and not otherwise, and with the right of survivorship, and to the heirs and assigns of the survivor, FOREVER. And the said Grantors do hereby covenant and agree with the said Grantees that they are the lawful owners of said premises and have the legal right to sell the same, and that there are no liens or other encumbrances against said property. And the said Grantors hereby WARRANT and will FOREVER DEFEND the said Grantees, their heirs and assigns, against any and all persons having or claiming any right, title

LAW OFFICES
HUGHES,
ORSNESS, LOWE,
SANTZ & CLARK
807 G STREET
PHONE 279-4522
ANCHORAGE,
ALASKA

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the ~~Register~~ ^{District} Land Office at **Anchorage, Alaska** ~~is now~~ ^{Bureau of Land Management} deposited in the ~~General Land Office~~ whereby it appears that, pursuant to the Act of Congress of May 20, 1862,

"To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of **Bernard E. Uminski**

has been established and duly consummated, in conformity to law, for the **southeast quarter of the southeast quarter of Section seven, the southwest quarter of the southwest quarter of Section eight and the northwest quarter of the northwest quarter of Section seventeen in Township six south of Range thirteen west of the Seward Meridian, Alaska, containing one hundred twenty acres,**

according to the Official Plat of the Survey of the said Land, on file in the ~~General Land Office~~ ^{Bureau of Land Management}.

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant **the tract of Land above described;** TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant **and to the heirs and assigns of the said claimant forever;** subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. **And there is also reserved to the United States a right of way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat. 305).**

IN TESTIMONY WHEREOF, I, **Harry S. Truman,**

President of the United States of America, have caused these letters to be made ^{Bureau of Land Management} Patent, and the seal of the ~~General Land Office~~ to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **SIXTEENTH**

(SEAL)

day of **JUNE** in the year of our Lord one thousand nine hundred and **FORTY-EIGHT** and of the Independence of the United States the one hundred and **SEVENTY-SECOND**

By the President:

By

Harry S. Truman
Keith M. Talley, Secretary.

James H. ...
Chief, Patents Section
Bureau of Land Management

E 1/16
FOUND 3" AL-MON
SET BY CHARLES MORTIMER
IN 1983 PER HM-86-23

NE 1/16
FOUND 3" AL-MON
SET BY CHARLES MORTIMER
IN 1983 PER HM-86-23

WC TO C1/4
FOUND IRON PIPE
BY 268-S

S89°51'20"E 1425 80'
WD=105 15'

1320 65'

SECTIONAL CONTROL FOR THE PORTION
SHOWN ON SHEET 1 OF 2

NOTES

1. A 20' BUILDING SET BACK SHALL EXIST ALONG ALL DEDICATED RIGHTS-OF-WAY SHOWN OUTSIDE OF CITY LIMITS UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION. BUILDING SETBACKS ALONG RIGHTS-OF-WAY WITHIN HOMER CITY LIMITS ARE DETERMINED BY CITY CODE.
2. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN AN EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
3. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN PANHANDLE PORTION OF FLAG LOTS.
4. SET 2" AL-CAP ON 5/8" DIAMETER REBAR AT ALL LOT CORNERS UNLESS NOTED OTHERWISE.
5. DEVELOPMENT ON LOTS WITHIN HOMER CITY LIMITS IS SUBJECT TO HOMER CITY CODE.
6. PER BOOK 270, PAGE 280, H.R.D., LOTS WITHIN HOMER CITY LIMITS MAY BE SUBJECT TO A 12 FEET WIDE PRIVATE RIGHT-OF-WAY OF INDETERMINATE LOCATION.
7. WASTEWATER DISPOSAL: SOIL CONDITIONS, WATER TABLE LEVELS, AND SOIL SLOPES IN THIS SUBDIVISION HAVE BEEN FOUND SUITABLE FOR CONVENTIONAL ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS SERVING SINGLE-FAMILY OR DUPLEX RESIDENCES AND MEETING THE REGULATORY REQUIREMENTS OF THE KENAI PENINSULA BOROUGH. ANY OTHER TYPE OF ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEM MUST BE DESIGNED BY A PROFESSIONAL ENGINEER, REGISTERED TO PRACTICE IN ALASKA, AND THE DESIGN MUST BE APPROVED BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

Registered Professional Engineer
JAY R. SMITH License # 7918 1-18-00
ENGINEER, JAY R. SMITH LICENSE # DATE

COR SEC'S 7/8/17/18
FD GLO B.C.
(1917)

1/4 COR
FD GLO. IRON PIPE, CAP MISSING
(1917)

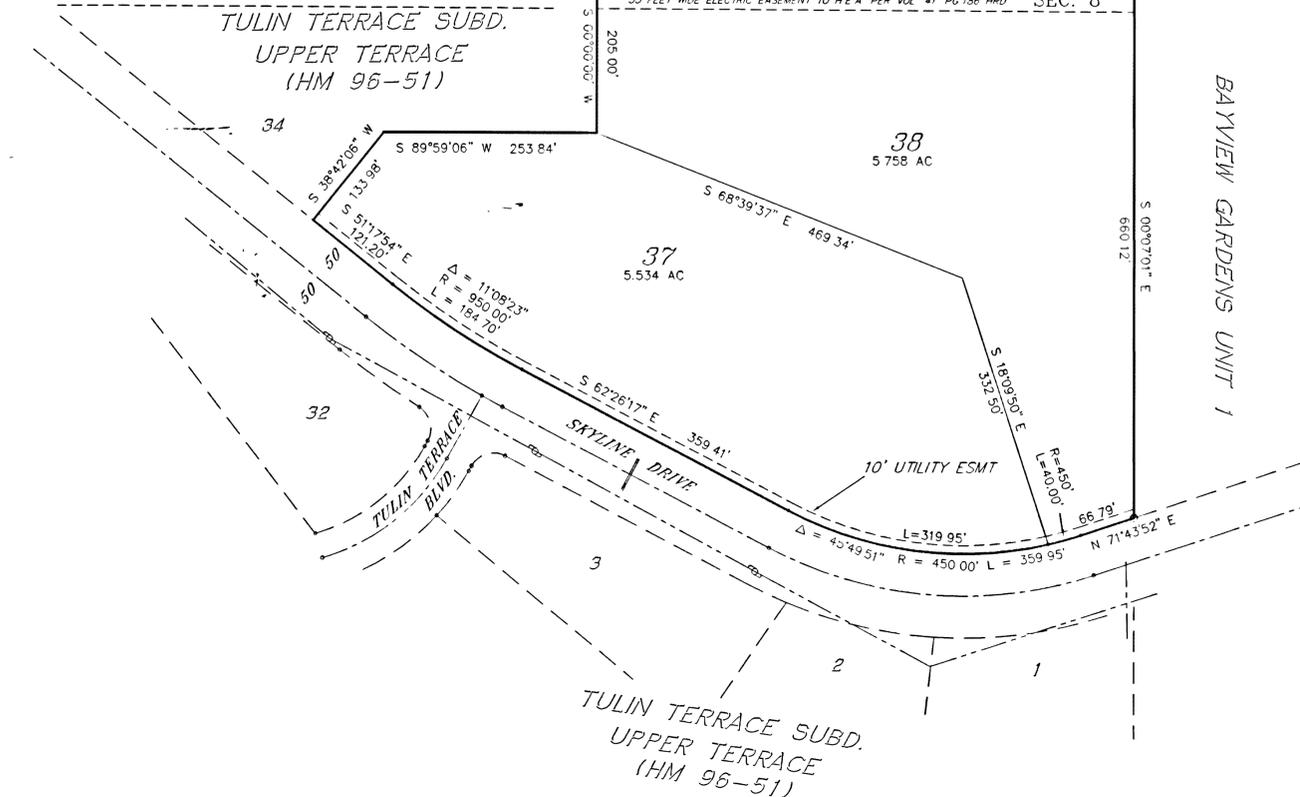
SE 1/16
FOUND BRASS CAP
1301-S (1980)

SECTION COR
18 17

19 20
FOUND RAIL ROAD SPIKE

S1/16 FND 2-1/2" BRASS CAP
SET BY 268-S, 1986

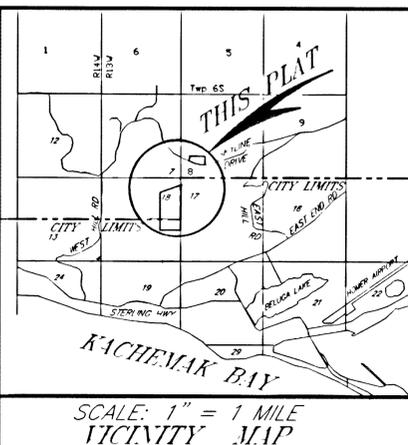
FND 3-1/4" AL-MON
SET BY 2087-S, 1976



LEGEND
EXISTING OVERHEAD POWER LINE WITH POWER POLES
• SET 2" AL-CAP AS WITNESS CORNER



RECORDED
HOMER REC. DIST
DATE: 2000
SCALE: 1" = 100'
JOB NO: 3018
DATE: JAN 2000
SCALE: 1" = 100'
BASE MAP: AR-89
DRAWING: 30182.DWG
SECTION: 18
TOWNSHIP: 6S
RANGE: 13W
KPB FILE NO: 98-056
SHEET 2 OF 2



**TULIN TERRACE SUBD.
WEST TERRACE
UNIT 1**
BEING A PORTION OF THE SW 1/4 OF SEC 8
LYING NORTH OF SKYLINE DR AND
A PORTION OF THE E 1/2 NE 1/4 SEC 18,
TOGETHER WITH THE N 1/2 NE 1/4 SEC 18,
PARTIALLY WITHIN THE CITY OF HOMER,
KENAI PENINSULA BOROUGH, THIRD JUDICIAL DISTRICT,
HOMER RECORDING DISTRICT, ALASKA
CONTAINING 30.098 ACRES

PREPARED FOR
CHARLES AND LOUISE TULIN

PREPARED BY
ABILITY SURVEYS
REGISTERED LAND SURVEYORS
GARY D. NELSON, PLS
(907) 235-8440
152 DEHEL AVE., HOMER, ALASKA 99603

2002-3 20
Name: REC DIST
Date: 1/22 2002
Time: 1:28 pm
Requested by: Tulin
Address:

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Land Purchase - Future Water Treatment Needs</u>	DATE	<u>03/04/2026</u>
DEPARTMENT	<u>Community Development</u>	SPONSOR	<u>City Manager/CD Director</u>
REQUESTED AMOUNT	<u>\$ 240,000</u>		

DESCRIPTION	<p>Pursuant to Homer City Code 18.06.010(a) Real property acquisitions, authority, the City may acquire, own and hold real property within or outside the City boundaries by any lawful means or conveyance, and may exercise all rights and powers in the acquisition, ownership and holding of real property as if the City were a private person. The City operates a municipal water treatment plant, and the current location and future expansion is constrained by adjacent private lands and topography. KPB Parcels 17308041, and 17208042 T 6S R 13W SEC 8 SEWARD MERIDIAN HM 2002003 TULIN TERRACE SUB WEST TERRACE UNIT 1 LOTS 37 and 38, are located adjacent to the current 1-million-gallon water tank on Skyline Drive and are flat enough to be used for future water treatment needs. Purchase of these lands will provide land needed in the future to meet water treatment needs. It is advantageous for the City to purchase these vacant lands for future water treatment plant needs.</p>
-------------	--

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	0%	100%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: <u>Water CARMA (256-0378)</u>	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,202,859</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 962,404</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 240,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 1,000,455</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3
4 City Manager/Community Development Director

5
6 **ORDINANCE 26-17**

7
8 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
9 AMENDING THE FY26 CAPITAL BUDGET TO APPROPRIATE
10 \$240,000 FROM THE WATER CAPITAL ASSET REPAIR AND
11 MAINTENANCE ALLOWANCE (CARMA) FUND FOR THE PURCHASE
12 OF TWO PROPERTIES FOR FUTURE WATER TREATMENT NEEDS
13 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND
14 EXECUTE THE APPROPRIATE DOCUMENTS.
15

16 WHEREAS, Pursuant to Homer City Code 18.06.010(a) Real property acquisitions,
17 authority, the City may acquire, own and hold real property within or outside the City
18 boundaries by any lawful means or conveyance, and may exercise all rights and powers in the
19 acquisition, ownership and holding of real property as if the City were a private person; and
20

21 WHEREAS, The City operates a municipal water treatment plant, and the current
22 location and future expansion is constrained by adjacent private lands and topography; and
23

24 WHEREAS, KPB Parcels 17308041, and 17208042 T 6S R 13W SEC 8 SEWARD MERIDIAN
25 HM 2002003 TULIN TERRACE SUB WEST TERRACE UNIT 1 LOTS 37 and 38, are located adjacent
26 to the current 1-million-gallon water tank on Skyline Drive and are flat enough to be used for
27 future water treatment needs; and
28

29 WHEREAS, Purchase of these lands will provide land needed in the future to meet water
30 treatment needs, and;
31

32 WHEREAS, It is advantageous for the City to purchase these vacant lands for future
33 water treatment plant needs.
34

35 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
36

37 Section 1. The Homer City Council hereby amends the FY26 Capital budget by
38 appropriating \$240,000 as follows:
39

40 Transfer from:

41 <u>Fund</u>	41 <u>Description</u>	41 <u>Amount</u>
42 256-0378	42 Water CARMA	42 \$240,000

43



MEMORANDUM

CC-26-054

Ordinance 26-18, an Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget to Appropriate \$100,000 from the Land Fund and \$40,000 from the General Fund Unrestricted Fund Balance Fund for the Purchase of Two Properties for Conservation and Water Utility Needs and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: February 26, 2026
From: Julie Engebretsen, Community Development Director, Dan Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

BACKGROUND:

These two lots are located immediately adjacent to the City’s Bridge Creek Reservoir, the sole source of municipal drinking water. These properties are difficult to develop under current zoning regulations and pose potential water quality risks if developed. The potential to someday have a dry cabin and a fuel tank next to the municipal water reservoir intake pipe are incompatible with water quality protection and could represent unacceptable risks to the City's drinking water supply. Additionally, it has come to light that the City may need a portion of one of the lots to place the new water line for the Raw Water Transmission Main replacement. Considering these factors, staff worked with a realtor to negotiate the purchase of these lands.

HCC 18.06.020 requires the City Manager to provide Council with three items related to a land purchase.

1. Title report: *Documents attached.*
2. KPB tax assessment or and appraisal: *KPB tax valuation (2025) attached. Third-party appraisal underway and will be provided to Council prior to public hearing.*
3. A review of any problems in acquisition: *The fair market value of these lots as determined by a third-party appraisal may not support the currently negotiated purchase price. If the appraisal does not support the purchase price, the contract will be renegotiated. Staff anticipates having resolution to any potential problems prior to the public hearing.*

RECOMMENDATION:

Adopt ordinance to purchase the lots.

ATTACHMENTS:

Title Reports
Kenai Peninsula Borough 2025 tax values
Map of Reservoir Lots

Kachemak Bay Title Agency, Inc.

3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Tel: (907) 235-8196 Fax: (907) 235-2420

LIMITED LIABILITY REPORT

Agent for Stewart Title Guaranty Company

City of Homer
391 E. Pioneer Ave
Homer, AK 99603

File Number: 40716
Premium: \$263.00
Tax:

Today's Date: February 23, 2026

This is a Limited Liability Report as of February 13, 2026 at 8:00 A.M. on the following described property:

Lot Two (2), DIAMOND RIDGE ESTATES, according to Plat 71-1238, in the Homer Recording District, Third Judicial District, State of Alaska.

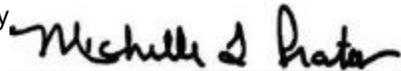
A search of the records of the Homer Recording District Office by this Company reveals that title to the property described herein is vested on the date shown above in:

City of Homer and Derek E. Hrubes
an estate in fee simple

SUBJECT only to the exceptions shown herein.

Kachemak Bay Title Agency, Inc.

By



Michelle Prater
Authorized Signator

SUBJECT TO:

1. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof
2. **TAXES AND ASSESSMENTS**, if any, due the taxing authority indicated:
Taxing Authority: KENAI PENINSULA BOROUGH / CITY OF HOMER
3. **EASEMENTS, SET-BACKS AND DEDICATIONS** as delineated on Plat No. 71-1238.
4. **EFFECT** of the notes on said Plat No. 71-1238.
5. **RESERVATION** of oil, gas and mineral rights constructive notice of which is given by recital in deed:
Recorded: April 26, 1974
Volume/Page: 77/73
Reserved by: Alvin E. Hrubes and Sharon D. Hrubes, husband and wife
Language Setting out Reservation: All oil, gas and subsurface mineral rights.

FURTHER, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.

6. **ACCESS AGREEMENT** executed by and between the parties herein named upon the terms conditions therein provided:
Between: Alvin E. Hrubes and Sharon D. Hrubes, Grantors and City of Homer, Grantee
Dated: March 18, 1974
Recorded: April 26, 1974
Volume/Page: 77 / 75
Providing: Access to the City of Homer Reservoir
7. **COVENANTS, CONDITIONS AND RESTRICTIONS** as contained in Declaration of Protective Restrictions:
Recorded: January 9, 1976
Volume/Page: 84 / 658
8. **STATE OF ALASKA** Permit and Certificate of Appropriation of Water, including terms and provisions:
Recorded: August 6, 1991
Volume/Page: 208 / 391 and 208 / 392
9. **THE EFFECT, IF ANY OF THAT CERTAIN STATUTORY WARRANTY DEED:**
Grantor: Sam McDowell, a married man
Grantee: Sam McDowell and A. Joyce McDowell, husband and wife
Recorded: May 2, 2001
Volume/Page: 313 / 596
NOTE: The grantor had no record interest in the subject property at the time of conveyance

This report is restricted to the use of the addressee and is not to be used as a basis for closing any transaction affecting title to said property. Liability of the Agency is limited to the compensation received therefore.

mlp
February 23, 2026

WHEN RECORDED RETURN TO:

Derek Hrubes
651 26 Rd
Grand Junction, CO 81506



QUIT CLAIM DEED

THE GRANTORS: Alvin E. Hrubes and Sharon D. Hrubes whose address is 651 26 Rd, Grand Junction, CO 81506, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, conveys and quit claims all interest, if any, to:

THE GRANTEE, Derek E. Hrubes whose address is 651 26 Rd, Grand Junction, CO 81506, the following described real property situated in the Homer Recording District State of Alaska:

T 6S R 13W Sec 7 Seward Meridian HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 1

T 6S R 13W Sec 7 Seward Meridian HM DIAMOND RIDGE ESTATE SUB LOT 2 except that portion as per par two of WD 77 @ 73

T3S R 15W SEC 36 Seward Meridian HM 0660643 J BOOTH RECREATIONAL SUB LOT 1 BLK 6, 27280 STERLING HWY

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH RECREATIONAL SUB REPLAT LOT 2-A BLK 6

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH RECREATIONAL SUB REPLAT LOT 3-A BLK 6

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH RECREATIONAL SUB REPLAT LOT 1-A BLK 7

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH RECREATIONAL SUB REPLAT LOT 1-A BLK 4

T3S R 15W SEC 36 Seward Meridian HM 0660643 J BOOTH RECREATIONAL SUB LOT 2 BLK 4

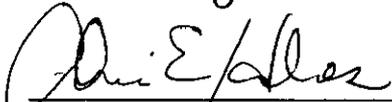
T3S R 15W SEC 36 Seward Meridian HM 0660643 J BOOTH RECREATIONAL SUB LOT 14 BLK 9

T3S R 15W SEC 36 Seward Meridian HM 0660643 J BOOTH
RECREATIONAL SUB LOT 15 BLK 9

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH
RECREATIONAL SUB REPLAT LOT 1 BLK 5-A, 27260 STERLING HWY

SUBJECT TO: reservations, exceptions, and easements, rights of ways,
covenants, conditions and restrictions of record, if any.

Dated: January 22, 2021


Alvin E. Hrubes


Sharon D. Hrubes

State of Colorado)
) ss.
County, Mesa)

I certify that I know or have satisfactory evidence that Alvin E. Hrubes and
Sharon D. Hrubes are the persons who appeared before me, and said persons
acknowledged that they signed this instrument and acknowledged it to be their
free and voluntary act for the uses and purpose mentioned in this instrument.

Dated: January 22, 2021



Notary Public in and for the state of Colorado
My appointment expires: September 22, 2024

ELIZABETH SCHEER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20204033061
My Commission Expires September 22, 2024



State of Alaska

BOOK 208 PAGE 392



APPRO: Grantee 491 E Homer Ave Homer 99603

PERMIT AND CERTIFICATE OF APPROPRIATION OF WATER

Certificate No. 4335

Know All Men By These Presents that the State of Alaska, pursuant to A.S. 46.15, as amended and the rules and regulations promulgated thereunder, hereby grants to the City of Homer, P.O. Box 335, Homer, Alaska 99603

the right to the use of 910,000 gallons per day from the public waters of the State of Alaska for the purposes of public water supply

The location of the water source to which the water right herein granted shall appertain is a dam and impoundment reservoir on Bridge Creek with take point within NE 1/4 NE 1/4 NE 1/4 Section 7, Township 6 South, Range 13 West, Seward Meridian

and the right to said water shall be appurtenant to that certain tract of real property described as follows:

City of Homer municipal water supply distribution system.

91-2249

RECORDED - FILED - 15-	
<i>Homer REC. DIST.</i>	
DATE	<i>8-6 19 91</i>
TIME	<i>9:00 A.M.</i>
Requested by	<i>Mary Shannon</i>
Address	<i>583389</i>

Priority of appropriation began July 3, 1972

To Have and to hold the said water right with the appurtenances thereof unto the said Grantee and its heirs and assigns forever, subject to the provisions of A.S. 46.15.140-160

In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Lands pursuant to A.S. 46.15, as amended, this 15th day of February A.D. 1978

George K. Hollett
Acting Director, Division of Lands & Water Management

State of Alaska

BOOK 0208 PAGE 391



*Grantee:
491 E Pioneer Ave
Homer 99603*

CERTIFICATE OF APPROPRIATION OF WATER

Certificate No. 4330

Know All Men By These Presents that the State of Alaska, pursuant to A.S. 46.15, as amended and the rules and regulations promulgated thereunder, hereby grants to the CITY OF HOMER,

P.O. Box 335, Homer, Alaska 99603

the right to the use of 90,000 gallons per day from the public waters of the State of Alaska for the purposes of public water supply

The location of the water source to which the water right herein granted shall appertain is a dam and impoundment reservoir on Bridge Creek with take point within NE 1/4 NE 1/4 NE 1/4 Section 7, Township 6 South, Range 13 West, Seward Meridian

and the right to said water shall be appurtenant to that certain tract of real property described as follows:

City of Homer municipal water supply distribution system.

91-2248

RECORDED	FILED	75-
HOMER REC. DIST.		
DATE	8-6	1991
TIME	9:00	A.M.
Prepared by	Mary Shanna	
Address	5833EE	

Priority of appropriation began February 28, 1966

To have and to hold the said water right with the appurtenances thereof unto the said Grantee and its heirs and assigns forever, subject to the provisions of A.S. 46.15.140-160

In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Lands pursuant to A.S. 46.15, as amended, this 15th day of February A.D. 1978.

George K. Hultbert
Acting Director, Division of Lands/ & Water Management

EDA Project No. 07-01-01386

COVENANT

BOOK 84 PAGE 658
Homer Recording District

In consideration of financial assistance rendered and to be rendered by the Economic Development Administration, U.S. Department of Commerce, (hereinafter called the "Government") for construction of

improvements to the municipal water system, including construction of
a dam and reservoir, treatment plant and storage tank, and transmission
lines
in the Kenai Peninsula Borough and the City of Homer

the location of which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference, all or part of which will be to the use and benefit of the described lands of the undersigned, the undersigned does hereby covenant and agree that it, or a successor satisfactory to the Government, will retain title to said lands and to the facilities to be constructed thereon by the project for their useful life, herein determined by the parties to be Fifty (50) years; and that such facilities will be devoted to the public purpose for which the Government assistance was rendered; and that such facilities will provide service without discrimination to all persons without regard to their race, color, religion, sex or national origin. The covenants and restrictions herein contained shall run with the described land and may be terminated or suspended during the term hereof only upon the prior written consent of the Government.

Date: 4-18-75 City of Homer, Alaska
(Name of Owner)

By: Larry C. Farnen
Title: Larry C. Farnen, City Manager

State of Alaska ss.
County of Third Judicial District

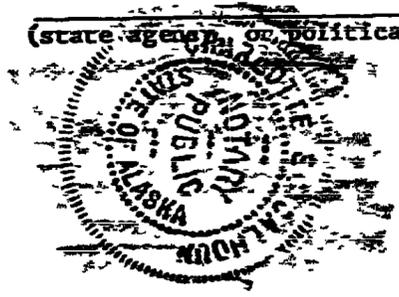
On this 18th day of April, in the year 1975,
before me Charlotte Calhoun, Notary Public for the State of Alaska
(here insert the name and quality of the officer)
personally appeared Larry C. Farnen, known
to me (or proved to me on the oath of _____)
to be the City Manager of
title of the officer)

the City of Homer, Alaska, a municipal corporation,
(Name of private or public corporation, state agency, or political subdivision)

and acknowledge to me that such City of Homer, Alaska
(Name of private or public corporation)

executed the same.

(state agency or political subdivision)



Charlotte Calhoun
Notary Public in and for Alaska
My Commission Expires: 9-14-76

EXHIBIT A, COVENANT, EDA PROJECT NO. 07-01-01386

- Parcel No. 1 - A portion of Lot 13, Diamond Ridge Estates Subdivision, in that deed between Sam E. McDowell and Peter Walton to the City of Homer, recorded in Book 78, Page 166-167, Serial No. 74-001124, Homer Recording District.
- Parcel No. 2 - A portion of Lot 14, Diamond Ridge Estates Subdivision, in that deed between Sam E. McDowell and Peter Walton to the City of Homer, recorded in Book 78, Pages 166-167, Serial No. 74-001124, Homer Recording District.
- Parcel No. 3 - A portion of Lot 1, Diamond Ridge Estates Subdivision, in that deed between Alvin E. and Sharon D. Hrubes to the City of Homer, recorded in Book 77, Pages 73-75, Serial No. 74-000766, Homer Recording District.
- Parcel No. 4 - A portion of Lot 2, Diamond Ridge Estates Subdivision, in that deed between Alvin E. and Sharon D. Hrubes to the City of Homer, recorded in Book 77, Pages 73-75, Serial No. 74-000766, Homer Recording District.
- Parcel No. 5 - A portion of NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 7, T6S, R13W, Seward Meridian, containing 1.11 acres, in that deed from Louis Stephen Dehel to the City of Homer, recorded in Book 79, Pages 404-406, Serial No. 74-001851, Homer Recording District.
- Parcel No. 6 - A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 7, T6S, R13W, Seward Meridian, containing 0.47 acres, in that deed from Louis Stephen Dehel to the City of Homer, recorded in Book 79, Pages 404-406, Serial No. 74-001851, Homer Recording District.
- Parcel No. 7 - Township 6 South, Range 13 West, Seward Meridian
Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$,
S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 6: S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 8: N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$.
Containing 100.00 acres, more or less. Subject to ADL 37438 and ADL 37439, right-of-way permits to the City of Homer for well site, pipelines, powerlines and sanitation reserves. In that patent recorded between the State of Alaska to the City of Homer, recorded in Book 83, Pages 272-273, Serial No. 75-1999, Homer Recording District.

76-000062

7-41

RECORDED-~~FILED~~
HOMER RECORDING
DISTRICT

JAN 9 3 22 PM '76

REQUESTED BY City/Homer

ADDRESS Homer

696649

INDEXED

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WARRANTY DEED

The Grantors, ALVIN E. HRUBES and SHARON D. HRUBES, husband and wife, of Anchorage, Alaska, for and in consideration of TEN DOLLARS (\$10.00) in hand paid, convey and fully warrant to the CITY OF HOMER, an Alaskan Municipal Corporation, of Homer, Alaska, the following described real estate, to wit:

PARCEL ONE: All of Lot one of that certain subdivision known as DIAMOND RIDGE ESTATES recorded in the Homer Recording District, Third Judicial District, State of Alaska

EXCEPTING THEREFROM the following described parcel of land:

Beginning at a point on the south line of said Lot 1, DIAMOND RIDGE ESTATES, said point being 330 feet easterly from the southwest corner of Lot 1; thence, from said point of beginning north 220.0 feet; thence N79° 41' 43"E, 335.41 feet, to the east line of DIAMOND RIDGE ESTATES; thence S 0° 07"E, along the east line of DIAMOND RIDGE ESTATES 280.00 feet to the south line of Lot 1; thence westerly, along the south line of Lot 1, 330.00 feet to the point of beginning.

Containing an area of 7.346 acres more or less after said exception.

PARCEL TWO: All of Lot 2 of that certain subdivision known as DIAMOND RIDGE ESTATES recorded in the Homer Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM the following described parcel of land;

Beginning at a point on the south line of said Lot 2, DIAMOND RIDGE ESTATES, said point being 170.00 feet easterly of the southwest corner of Lot 2; thence, from said point of beginning, N 51° 01' 30"E, 206.68 feet; thence east, 135.00 feet; thence S 18° 49' 29"E, 137.35 feet to the south line of said Lot 2; thence, along said south line, west, 340 feet to the point of beginning.

Containing an area of 7.351 acres more or less after said exception.

SUBJECT to all reservations, restrictions, easements and encumbrances of record and

FURTHER EXCEPTING therefrom all oil, gas and subsurface mineral rights.

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple unto the said Grantee, its heirs and assigns, FOREVER.

Said Grantors covenant and agree with the said Grantee that they are the lawful owners of said premises, with the right and power to convey same; that at the time of making and delivery hereof, the premises are unencumbered except as

LAW OFFICES OF
HAHN, JEWELL
& STANFILL
842 W. SECOND AVENUE
ANCHORAGE, ALASKA
278-1544
HOMER, ALASKA
235-8709

INDEXED

1 noted of record; that they warrant the quiet and peaceable possession thereof and
2 will defend the title to the premises, or any interest therein.

3 DATED this 18 day of March, 1974.

4 Alvin E. Hrubes
5 ALVIN E. HRUBES

6
7 Sharon D. Hrubes
8 SHARON D. HRUBES

9 STATE OF ALASKA)
10 : ss.
11 THIRD JUDICIAL DISTRICT)

12 THIS IS TO CERTIFY that on the 18th day of March, 1974 before
13 me the undersigned Notary Public in and for Alaska, duly commissioned and sworn
14 as such, personally appeared ALVIN E. HRUBES and SHARON D. HRUBES, known
15 to me and to me known to be the individuals named in and who executed the above
and foregoing Warranty Deed, and they acknowledged to me the execution thereof
as their free and voluntary act and deed for the uses and purposes therein set
forth.

16 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial
17 seal, the day and year in this certificate first above written.

18 [Signature]
19 Notary Public in and for Alaska
20 My Commission Expires:



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LAW OFFICES OF
HAHN, JEWELL
& STANFILL
542 W. SECOND AVENUE
ANCHORAGE, ALASKA
279-1544
HOMER, ALASKA
235-8709

INDEXED

ACCESS AGREEMENT

Whereas ALVIN E. HRUBES and SHARON D. HRUBES are grantors and the CITY OF HOMER is grantee of certain real property described in a warranty deed dated March 18, 1974, a copy of said instrument being attached to this agreement and by reference made a part hereof, and

Whereas the legal description in the warranty deed includes a strip of land one hundred feet in width above the high waterline of the reservoir to be constructed by the City thereon and

Whereas the grantors have requested that access rights to the reservoir across the aforesaid strip be limited to themselves and the grantee, City of Homer, and its agents, employees and representatives,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the parties agree as follows:

1. Access to the City of Homer reservoir across the strip of land one hundred feet in width bordering the reservoir shall be and the same is limited to the grantors and to the grantee, its agents, employees and representatives.

2. The exclusive right of access set forth in the preceding paragraph shall be personal as to the grantors and shall not run with the land. Upon sale or lease of the remainder of their property by grantors, this right of access shall be extinguished.

DATED this 18 day of March, 1974.

GRANTORS

74-000766
7-4

Alvin E. Hrubes
ALVIN E. HRUBES

RECORDED-FILED
HOMER RECORDING
DISTRICT

Sharon D. Hrubes
SHARON D. HRUBES

GRANTEE

APR 26 2 49 PM '74
REQUESTED BY City of Homer
By:

CITY OF HOMER

ADDRESS Homer, Ak

Jack J. Greene
JACK J. GREENE,
City Manager

Cont'd from Page 112 No. 355

UNITED STATES OF AMERICA)
TERRITORY OF ALASKA) SS.

THIS IS TO CERTIFY that on this 1st day of October, 1951, before me the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn, personally appeared DAVID A. PETERSON and GIADYS L. PETERSON, husband and wife, and HARRY W. HEGDAHL and WILDA M. HEGDAHL, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

s/ Geo. W. Bishop

Notary Public for Alaska. U.S. Commissioner

FILED: October 1, 1951
10:30 A.M.
No. 355

Instrument No. 356

356

Anchorage 09338

RECEIVED U.S. LAND OFFICE ANCHORAGE,
ALASKA Date 11-8-41 Hour 9 A.M.

THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Anchorage, Alaska, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of William Lawrence has been established and duly consummated, in conformity to law, for the

north half of the northeast quarter of Section seven in Township Six south of Range thirteen west of the Seward Meridian, Alaska, containing eighty acres,

according to the Official Plat of the Survey of the said Land, on file in the GENERAL LAND OFFICE:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. And there is also reserved to the United States a right of way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat., 305).

IN TESTIMONY WHEREOF, I, Franklin D. Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed. GIVEN under my hand, at the City of Washington, the TWENTIETH day of OCTOBER in the year of our Lord one thousand nine hundred and FORTY-ONE and of the Independence of the United States the one hundred and SIXTY-SIXTH

By the President: Franklin D. Roosevelt

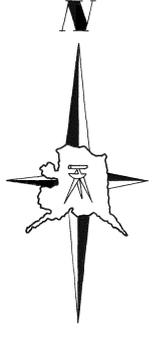
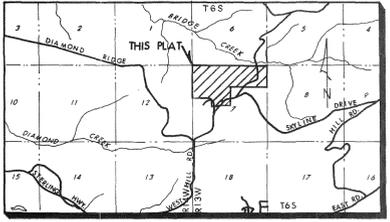
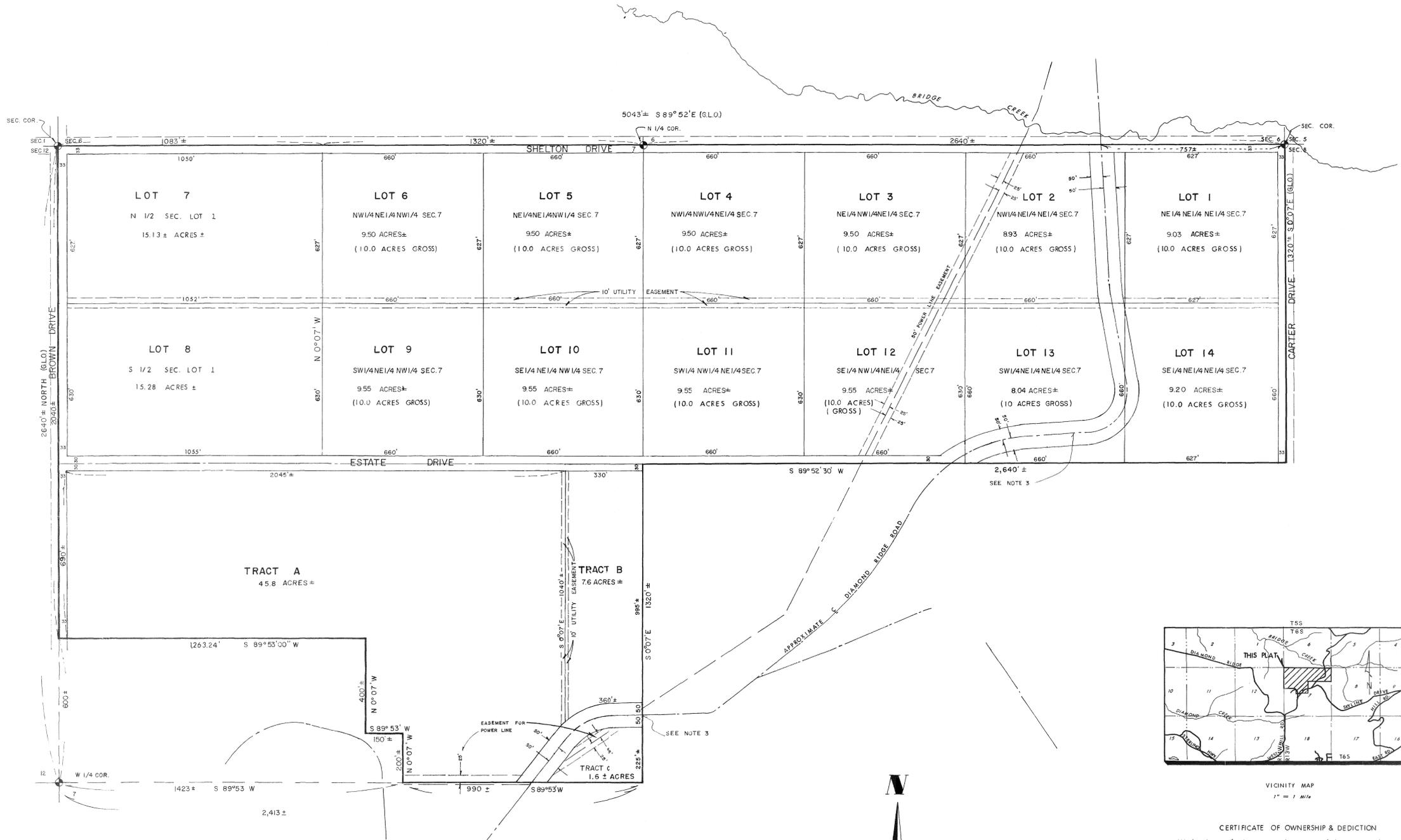
By s/ Jeanne Kavanaugh, Secretary

s/ R. S. Clinton

Chief, Patents Division, General Land

RECORDED: Patent Number 1112274 Office.

64 D: October 1, 1951
2:00 P. M.
No. 356



CERTIFICATE OF OWNERSHIP & DEDICATION

We hereby certify that we are the owners of the property shown and described hereon. We hereby request approval of this plat, showing such easements for public utilities, roadways and alleys dedicated by us for public use.

PETER C. WALTON, PETER C. WALTON, J. H. SHELTON, JAMES E. CARTER

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn before me this 10th day of December, 1971.

Margy K. Pitts
Notary for Alaska
My Commission expires January 5, 1975

NOTES-

1. THIS PLAT IS BASED ON G.L.O. PLAT OF T.6S, R.13W, S.M. ACCEPTED JULY 15, 1918 AND OTHER AVAILABLE INFORMATION.
2. NO FIELD SURVEY PERFORMED THIS DATE.
3. 50' DEDICATED ON BOTH SIDES OF EXIST. ζ OF DIAMOND RIDGE ROAD

PLAT APPROVAL

Plat approved by the Borough Planning Commission this 13th day of October, 1971.

Ernest A. Hansen
Authorized Official

SURVEYOR'S CERTIFICATE

I, the undersigned registered surveyor, hereby certify that this plat was prepared under my supervision. No corners or monuments have been set by me and no field survey has been conducted. Bearings and dimensions are as recorded on U.S. Government plats and recorded deeds.

Dec 9, 1971
Walter Ericson
Surveyor



CONTAINING 205.61 ACRES MORE OR LESS.

DIAMOND RIDGE ESTATES

A SUBDIVISION OF ALIQUOT PARTS SECTION 7, T.6S, R.13W, S.M. & SECTIONAL LOT No. 1 & A PORTION OF LOT No. 2 SECTION 7, T.6N, R.13W, S.M.

LOCATED IN THE N 1/2, SEC. 7, T.6S, R.13W, SEWARD MERIDIAN, ALASKA

HEWITT V. LOUNSBURY & ASSOCIATES
ENGINEERS - SURVEYORS

ANCHORAGE ALASKA

DATE: OCT. 4, 1971 SCALE: 1" = 200'

DRAWN: M. A. SHEET: 1 of 1

CHECKED: R. R. M. GRID: HOMER

HOMER
Social No. 71-4338

RECORDED - FILED
Homer REC. DIST.

DATE: 12-23-1971
TIME: 2:00 P.M.
Kingsley, Alaska
Hollister, Alaska

71-4338 Diamond Ridge Estates Sect 7 T.6N R.13W

Subdivision Diamond Ridge Estates
71-1238

Kenai Peninsula Borough
Box 850
Soldotna, Alaska 99669

CERTIFICATE OF TAX PAYMENT

I, Dona D. Palmer, do hereby certify as follows:

That I am the Tax Collector for the Kenai Peninsula Borough.

That, as of the date of this certificate, all real property taxes levied by the Kenai Peninsula Borough on the areas described as:

Assessor's Parcel #173-070-0100,-0500

have been paid, ~~except for the xxxxxxxx taxes which are xxxxxx on the property~~

That the following assessments (except assessments for the cities of Homer, Kenai, Seldovia and Seward) levied against this property are outstanding:

WITNESS my hand and seal this 21st day of December, 1971.

Dona D. Palmer
Dona D. Palmer, Tax Collector

Kachemak Bay Title Agency, Inc.

3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Tel: (907) 235-8196 Fax: (907) 235-2420

LIMITED LIABILITY REPORT

Agent for Stewart Title Guaranty Company

City of Homer
491 E. Pioneer Ave
Homer, AK 99603
Attention: Owen Meyer

File Number: 40543
Premium: \$263.00
Tax: \$20.64

Today's Date: February 02, 2026

This is a Limited Liability Report as of January 26, 2026 at 8:00 A.M. on the following described property:

Lot One (1), DIAMOND RIDGE ESTATES, according to Plat 71-1238, in the Homer Recording District, Third Judicial District, State of Alaska.

A search of the records of the Homer Recording District Office by this Company reveals that title to the property described herein is vested on the date shown above in:

City of Homer and Derek E. Hrubes
an estate in fee simple

SUBJECT only to the exceptions shown herein.

Kachemak Bay Title Agency, Inc.

By



Authorized Countersignature

Mary Frengle
Authorized Signator

SUBJECT TO:

1. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.
2. **TAXES AND ASSESSMENTS**, if any, due the taxing authority indicated:
Taxing Authority: KENAI PENINSULA BOROUGH
3. **ASSESSMENTS**, if any, due the taxing authority indicated:
Taxing Authority: CITY OF HOMER
4. **EASEMENTS, SET-BACKS AND DEDICATIONS** as delineated on Plat No. 71-1238.
5. **EFFECT** of the notes on said Plat No. 71-1238.
6. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:
Recorded: June 14, 1966
Volume/Page: 41 / 246
Granted To: Homer Electric Association, Inc.
Affects: Refer to document herein
7. **AN OIL AND GAS LEASE** affecting the subject property under the terms, covenants and conditions therein provided:
Dated: October 28, 1968
Lessor: J.H. Shelton, J.Vic Brown and James E. Carter
Lessee: Pan American Petroleum Corporation
Recorded: February 5, 1969
Volume/Page: 52/90
FURTHER, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.
8. **ACCESS AGREEMENT** executed by and between the parties herein named upon the terms conditions therein provided:
Between: Alvin E. Hrubes and Sharon D. Hrubes, Grantors and City of Homer, Grantee
Dated: March 18, 1974
Recorded: April 26, 1974
Volume/Page: 77 / 75
Providing: Access to the City of Homer Reservoir
9. **COVENANTS, CONDITIONS AND RESTRICTIONS** as contained in Declaration of Protective Restrictions:
Recorded: January 9, 1976
Volume/Page: 84 / 658
10. **STATE OF ALASKA** Permit and Certificate of Appropriation of Water, including terms and provisions:
Recorded: August 6, 1991
Volume/Page: 208 / 391 and 208 / 392
11. **THE EFFECT, IF ANY OF THAT CERTAIN STATUTORY WARRANTY DEED:**
Grantor: Sam McDowell, a married man
Grantee: Sam McDowell and A. Joyce McDowell, husband and wife
Recorded: May 2, 2001
Volume/Page: 313 / 596
NOTE: The grantor had no record interest in the subject property at the time of conveyance

This report is restricted to the use of the addressee and is not to be used as a basis for closing any transaction affecting title to said property. Liability of the Agency is limited to the compensation received therefore.

MF
February 02, 2026

WHEN RECORDED RETURN TO:

Derek Hrubes
651 26 Rd
Grand Junction, CO 81506



QUIT CLAIM DEED

THE GRANTORS: Alvin E. Hrubes and Sharon D. Hrubes whose address is 651 26 Rd, Grand Junction, CO 81506, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, conveys and quit claims all interest, if any, to:

THE GRANTEE, Derek E. Hrubes whose address is 651 26 Rd, Grand Junction, CO 81506, the following described real property situated in the Homer Recording District State of Alaska:

T 6S R 13W Sec 7 Seward Meridian HM 0711238 DIAMOND RIDGE
ESTATES SUB LOT 1

T 6S R 13W Sec 7 Seward Meridian HM DIAMOND RIDGE ESTATE SUB
LOT 2 except that portion as per par two of WD 77 @ 73

T3S R 15W SEC 36 Seward Meridian HM 0660643 J BOOTH
RECREATIONAL SUB LOT 1 BLK 6; 27280 STERLING HWY

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH
RECREATIONAL SUB REPLAT LOT 2-A BLK 6

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH
RECREATIONAL SUB REPLAT LOT 3-A BLK 6

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH
RECREATIONAL SUB REPLAT LOT 1-A BLK 7

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH
RECREATIONAL SUB REPLAT LOT 1-A BLK 4

T3S R 15W SEC 36 Seward Meridian HM 0660643 J BOOTH
RECREATIONAL SUB LOT 2 BLK 4

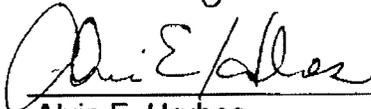
T3S R 15W SEC 36 Seward Meridian HM 0660643 J BOOTH
RECREATIONAL SUB LOT 14 BLK 9

T3S R 15W SEC 36 Seward Meridian HM 0660643 J BOOTH
RECREATIONAL SUB LOT 15 BLK 9

T3S R 15W SEC 36 Seward Meridian HM 0750037 J BOOTH
RECREATIONAL SUB REPLAT LOT 1 BLK 5-A, 27260 STERLING HWY

SUBJECT TO: reservations, exceptions, and easements, rights of ways,
covenants, conditions and restrictions of record, if any.

Dated: January 22, 2021


Alvin E. Hrubes


Sharon D. Hrubes

State of Colorado)
) ss.
County, Mesa)

I certify that I know or have satisfactory evidence that Alvin E. Hrubes and
Sharon D. Hrubes are the persons who appeared before me, and said persons
acknowledged that they signed this instrument and acknowledged it to be their
free and voluntary act for the uses and purpose mentioned in this instrument.

Dated: January 22, 2021


Notary Public in and for the state of Colorado
My appointment expires: September 22, 2024

ELIZABETH SCHEER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20204033061
My Commission Expires September 22, 2024



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WARRANTY DEED

The Grantors, ALVIN E. HRUBES and SHARON D. HRUBES, husband and wife, of Anchorage, Alaska, for and in consideration of TEN DOLLARS (\$10.00) in hand paid, convey and fully warrant to the CITY OF HOMER, an Alaskan Municipal Corporation, of Homer, Alaska, the following described real estate, to wit:

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EXCEPTING THEREFROM the following described parcel of land:

Beginning at a point on the south line of said Lot 1, DIAMOND RIDGE ESTATES, said point being 330 feet easterly from the southwest corner of Lot 1; thence, from said point of beginning north 220.0 feet; thence N79° 41' 43"E, 335.41 feet, to the east line of DIAMOND RIDGE ESTATES; thence S 0° 07"E, along the east line of DIAMOND RIDGE ESTATES 280.00 feet to the south line of Lot 1; thence westerly, along the south line of Lot 1, 330.00 feet to the point of beginning.

Containing an area of 7.346 acres more or less after said exception.

PARCEL TWO: All of Lot 2 of that certain subdivision known as DIAMOND RIDGE ESTATES recorded in the Homer Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM the following described parcel of land:

Beginning at a point on the south line of said Lot 2, DIAMOND RIDGE ESTATES, said point being 170.00 feet easterly of the southwest corner of Lot 2; thence, from said point of beginning, N 51° 01' 30"E, 206.68 feet; thence east, 135.00 feet; thence S 18° 49' 29"E, 137.35 feet to the south line of said Lot 2; thence, along said south line, west, 340 feet to the point of beginning.

Containing an area of 7.351 acres more or less after said exception.

SUBJECT to all reservations, restrictions, easements and encumbrances of record and

FURTHER EXCEPTING therefrom all oil, gas and subsurface mineral rights.

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple unto the said Grantee, its heirs and assigns, FOREVER.

Said Grantors covenant and agree with the said Grantee that they are the lawful owners of said premises, with the right and power to convey same; that at the time of making and delivery hereof, the premises are unencumbered except as

LAW OFFICES OF
HAHN, JEWELL
& STANFILL
842 W. SECOND AVENUE
ANCHORAGE, ALASKA
278-1544
HOMER, ALASKA
295-8709

1 noted of record; that they warrant the quiet and peaceable possession thereof and
2 will defend the title to the premises, or any interest therein.

3 DATED this 18 day of March, 1974.

4
5 Alvin E. Hrubes
6 ALVIN E. HRUBES

7
8 Sharon D. Hrubes
9 SHARON D. HRUBES

10 STATE OF ALASKA)
11 : ss.
12 THIRD JUDICIAL DISTRICT)

13 THIS IS TO CERTIFY that on the 18th day of March, 1974 before
14 me the undersigned Notary Public in and for Alaska, duly commissioned and sworn
15 as such, personally appeared ALVIN E. HRUBES and SHARON D. HRUBES, known
16 to me and to me known to be the individuals named in and who executed the above
17 and foregoing Warranty Deed, and they acknowledged to me the execution thereof
18 as their free and voluntary act and deed for the uses and purposes therein set
19 forth.

20 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial
21 seal, the day and year in this certificate first above written.

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[Signature]
Notary Public in and for Alaska
My Commission Expires:



LAW OFFICES OF
HAHN, JEWELL
& STANFILL
842 W. SECOND AVENUE
ANCHORAGE, ALASKA
279-1544
HOMER, ALASKA
235-8709

INDEXED

ACCESS AGREEMENT

Whereas ALVIN E. HRUBES and SHARON D. HRUBES are grantors and the CITY OF HOMER is grantee of certain real property described in a warranty deed dated March /8, 1974, a copy of said instrument being attached to this agreement and by reference made a part hereof, and

Whereas the legal description in the warranty deed includes a strip of land one hundred feet in width above the high waterline of the reservoir to be constructed by the City thereon and

Whereas the grantors have requested that access rights to the reservoir across the aforesaid strip be limited to themselves and the grantee, City of Homer, and its agents, employees and representatives,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the parties agree as follows:

1. Access to the City of Homer reservoir across the strip of land one hundred feet in width bordering the reservoir shall be and the same is limited to the grantors and to the grantee, its agents, employees and representatives.

2. The exclusive right of access set forth in the preceding paragraph shall be personal as to the grantors and shall not run with the land. Upon sale or lease of the remainder of their property by grantors, this right of access shall be extinguished.

DATED this 18 day of March, 1974.

GRANTORS
74-000766
7-2j

Alvin E. Hrubes
ALVIN E. HRUBES

RECORDED-FILED
HOMER RECORDING
DISTRICT

Sharon D. Hrubes
SHARON D. HRUBES

GRANTEE
APR 26 2 49 PM '74
REQUESTED BY City of Homer
By: _____
ADDRESS Homer, Ak

CITY OF HOMER
Jack J. Greene
JACK J. GREENE,
City Manager

State of Alaska

BOOK 208 PAGE 392



Copy! Grants 491 E Homer Ave Homer 99603

PERMIT AND CERTIFICATE OF APPROPRIATION OF WATER

Certificate No. 4335

Know All Men By These Presents that the State of Alaska, pursuant to A.S. 46.15, as amended and the rules and regulations promulgated thereunder, hereby grants to the City of Homer, P.O. Box 335, Homer, Alaska 99603

the right to the use of 910,000 gallons per day from the public waters of the State of Alaska for the purposes of public water supply

The location of the water source to which the water right herein granted shall appertain is a dam and impoundment reservoir on Bridge Creek with take point within NE 1/4 NE 1/4 NE 1/4 Section 7, Township 6 South, Range 13 West, Seward Meridian

and the right to said water shall be appurtenant to that certain tract of real property described as follows:

City of Homer municipal water supply distribution system.

91-2249

RECORDED - FILED - 15-	
<i>Homer REC. DIST.</i>	
DATE	<i>8-6 19 91</i>
TIME	<i>9:00 A.M.</i>
Requested by	<i>Mary Shannon</i>
Address	<i>583389</i>

Priority of appropriation began July 3, 1972

To have and to hold the said water right with the appurtenances thereof unto the said Grantee and its heirs and assigns forever, subject to the provisions of A.S. 46.15.140-160

In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Lands pursuant to A.S. 46.15, as amended, this 15th day of February A.D. 1978

George K. Hollett
Acting Director, Division of Lands & Water Management

State of Alaska

BOOK 0208 PAGE 391



*Let 70:
Granted
491 E Pioneer Ave
Homer 99603*

CERTIFICATE OF APPROPRIATION OF WATER

Certificate No. 4330

Know All Men By These Presents that the State of Alaska, pursuant to A.S. 46.15, as amended and the rules and regulations promulgated thereunder, hereby grants to the CITY OF HOMER,

P.O. Box 335, Homer, Alaska 99603

the right to the use of 90,000 gallons per day from the public waters of the State of Alaska for the purposes of public water supply

The location of the water source to which the water right herein granted shall appertain is a dam and impoundment reservoir on Bridge Creek with take point within NE 1/4 NE 1/4

NE 1/4 Section 7, Township 6 South, Range 13 West, Seward Meridian

and the right to said water shall be appurtenant to that certain tract of real property described as follows:

City of Homer municipal water supply distribution system.

91-2248

RECORDED	FILED	15-
<u>HOMER REC. DIST.</u>		
DATE	<u>8-6</u>	<u>1991</u>
TIME	<u>9:00</u>	<u>A.M.</u>
Prepared by	<u>Mary Shanna</u>	
Address	<u>SB3388</u>	

Priority of appropriation began February 28, 1966

To Have and to Hold the said water right with the appurtenances thereof unto the said Grantee and its heirs and assigns forever, subject to the provisions of A.S. 46.15.140-160

In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Lands pursuant to A.S. 46.15, as amended, this 15th day of February A.D. 1978.

George K. Hultett
Acting Director, Division of Lands/ & Water Management

EDA Project No. 07-01-01386

COVENANT

BOOK 84 PAGE 658
Homer Recording District

In consideration of financial assistance rendered and to be rendered by the Economic Development Administration, U.S. Department of Commerce, (hereinafter called the "Government") for construction of

improvements to the municipal water system, including construction of a dam and reservoir, treatment plant and storage tank, and transmission lines in the Kenai Peninsula Borough and the City of Homer

the location of which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference, all or part of which will be to the use and benefit of the described lands of the undersigned, the undersigned does hereby covenant and agree that it, or a successor satisfactory to the Government, will retain title to said lands and to the facilities to be constructed thereon by the project for their useful life, herein determined by the parties to be fifty (50) years; and that such facilities will be devoted to the public purpose for which the Government assistance was rendered; and that such facilities will provide service without discrimination to all persons without regard to their race, color, religion, sex or national origin. The covenants and restrictions herein contained shall run with the described land and may be terminated or suspended during the term hereof only upon the prior written consent of the Government.

Date: 4-18-75 City of Homer, Alaska
(Name of Owner)

By: Larry C. Farnen
Title: Larry C. Farnen, City Manager

State of Alaska ss.
~~County of~~ Third Judicial District

On this 18th day of April, in the year 1975, before me Charlotte Calhoun, Notary Public for the State of Alaska (here insert the name and quality of the officer) personally appeared Larry C. Farnen, known to me (or proved to me on the oath of _____) to be the city manager of _____ title of the officer)

the City of Homer, Alaska, a municipal corporation, (Name of private or public corporation, state agency, or political subdivision)

and acknowledge to me that such City of Homer, Alaska (Name of private or public corporation)

_____ executed the same. (state agency, or political subdivision)



Charlotte Calhoun
Notary Public in and for Alaska
My Commission Expires: 9-14-76

EXHIBIT A, COVENANT, EDA PROJECT NO. 07-01-01386

- Parcel No. 1 - A portion of Lot 13, Diamond Ridge Estates Subdivision, in that deed between Sam E. McDowell and Peter Walton to the City of Homer, recorded in Book 78, Page 166-167, Serial No. 74-001124, Homer Recording District.
- Parcel No. 2 - A portion of Lot 14, Diamond Ridge Estates Subdivision, in that deed between Sam E. McDowell and Peter Walton to the City of Homer, recorded in Book 78, Pages 166-167, Serial No. 74-001124, Homer Recording District.
- Parcel No. 3 - A portion of Lot 1, Diamond Ridge Estates Subdivision, in that deed between Alvin E. and Sharon D. Hrubes to the City of Homer, recorded in Book 77, Pages 73-75, Serial No. 74-000766, Homer Recording District.
- Parcel No. 4 - A portion of Lot 2, Diamond Ridge Estates Subdivision, in that deed between Alvin E. and Sharon D. Hrubes to the City of Homer, recorded in Book 77, Pages 73-75, Serial No. 74-000766, Homer Recording District.
- Parcel No. 5 - A portion of NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 7, T6S, R13W, Seward Meridian, containing 1.11 acres, in that deed from Louis Stephen Dehel to the City of Homer, recorded in Book 79, Pages 404-406, Serial No. 74-001851, Homer Recording District.
- Parcel No. 6 - A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 7, T6S, R13W, Seward Meridian, containing 0.47 acres, in that deed from Louis Stephen Dehel to the City of Homer, recorded in Book 79, Pages 404-406, Serial No. 74-001851, Homer Recording District.
- Parcel No. 7 - Township 6 South, Range 13 West, Seward Meridian
Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 6: S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 8: N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$.

Containing 100.00 acres, more or less. Subject to ADL 37438 and ADL 37439, right-of-way permits to the City of Homer for well site, pipelines, powerlines and sanitation reserves. In that patent recorded between the State of Alaska to the City of Homer, recorded in Book 83, Pages 272-273, Serial No. 75-1999, Homer Recording District.

76-000062
7-11

RECORDED-~~7658~~
HOMER RECORDING
DISTRICT

JAN 9 3 22 PM '76

REQUESTED BY City/Homer

ADDRESS Homer

696647

INDEXED

THIS AGREEMENT made this 28th day of October, 1968, between J. H. SHELTON, J. VIC BROWN and JAMES E. CARTER of Anchorage, Alaska

Lessor (whether one or more), and PAN AMERICAN PETROLEUM CORPORATION, Security Life Building, Denver, Colorado 80202
Lessee, WITNESSETH:

1. Lessor in consideration of TEN and more Dollars (\$ 10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and other hydrocarbons, laying pipe lines, building tanks, power stations, roads, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described by the Homer Recording District, Alaska, to-wit:

SEE DESCRIPTION OF LAND ATTACHED HERETO AND MADE A PART HEREOF

Assignment
Bk. 61-Pg. 346
9-9-71 EE

Release
Bk 75 Pg 78
2-25-74-hy

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor For rental payment purposes, this lease shall be deemed to embrace 207.85 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, gas, or other hydrocarbons are produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other produce therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; where gas from a well producing gas only is not sold or used, Lessee may pay as royalty \$100.00 per well per year and if such payment is made it will be considered that gas is being produced within the meaning of Paragraph 2 hereof. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. If operations for drilling are not commenced on said land or on acreage pooled therewith as hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in First National Bank Anchorage, Anchorage Alaska, Main Br. (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of Two Hundred Seven and 85/100 Dollars (\$ 207.85),

(herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made in currency, draft or check at the option of lessee; and the depositing of such currency, draft or check in any post office, and properly addressed to the lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

5. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereof of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any unitized area by filing of record notice of termination.

6. Should any well drilled on the above described land or an acreage pooled therewith during the primary term before production is obtained be a dry hole, or should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue as long as said operations continue or additional operations are had, which additional operations shall be deemed to be had where not more than sixty (60) days elapse between abandonment of operations on one well and commencement of operations on another well, and if production is discovered, this lease shall continue as long thereafter as oil, gas, or other hydrocarbons are produced and as long as additional operations are had.

7. Lessee shall have the right without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with an original or certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

11. This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties. All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

(SEAL) J. H. Shelton (SEAL)
(SEAL) J. Vic Brown (SEAL)
(SEAL) James E. Carter (SEAL)

HOMER

Serial No.

69-83

BOOK 52 PAGE 91

Homer Recording District

INDEXED

SEE DESCRIPTION OF LAND ATTACHED HERETO AND MADE A PART HEREOF

DESCRIPTION OF LAND

This DESCRIPTION OF LAND is attached to and made a part of that certain Oil and Gas Lease made and entered into the 28th day of October, 1968 By and Between Dr. J. H. Shelton, J. Vic Brown and James E. Carter, Lessor (whether one or more), and Pan American Petroleum Corporation, Lessee.

North half of the Northeast Quarter of Section Seven in Township Six South of Range Thirteen West of the Seward Meridian, Alaska, containing eighty acres,

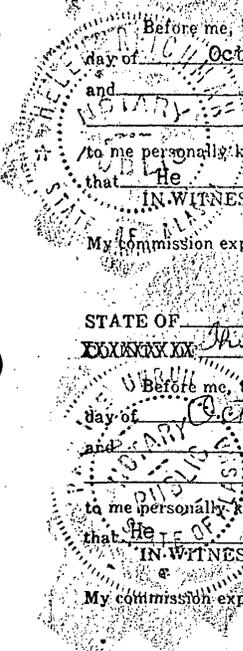
AND The East one-half (E 1/2) of the Northwest Quarter (NW 1/4), and Lots One (1) and Two (2), all in Section Seven, Township Six South, Range Thirteen West, Seward Meridian, Alaska, containing one hundred forty-five and ninety-four hundredths (145.94) acres, more or less;

SAVE AND EXCEPT THE FOLLOWING described portions thereof:

From the 1/4 corner common to Sec. 12, T. 6 S., R. 14 W., S. M., and Sec. 7, T. 6 S., R. 13 W., S. M., the point of beginning, go N. 89 deg. 53' E. 113.87 feet to a point; thence N. 59 deg. 05' E. 190.00 feet to a point; thence S. 76 deg. 05' E. 192.00 feet to a point; thence N. 549.27 feet to a point; thence S. 89 deg. 53' W. 463.24 feet to a point; thence S. 600 feet to the point of beginning; containing in all 5.81 acres more or less, and located in the S 1/2 of the NW 1/4 of Sec. 7, T. 6 S., R. 13 W., S. M., Alaska; AND,

From the 1/4 corner common to Section 12, T. 6 S., R. 14 W., S. M., and Section 7, T. 6 S., R. 13 W., S. M., go N. 89 deg. 53' E. a distance of 463.24 feet to the true point of beginning; thence go North a distance of 600.00 feet to a point; thence N. 89 deg. 53' E. a distance of 800.00 feet to a point; thence South a distance of 400.00 feet to a point; thence N. 89 deg. 53' E. a distance of 150.00 feet to a point; thence South a distance of 200.00 feet to a point; thence S. 89 deg. 53' W. a distance of 950.00 feet to a point of beginning; containing in all 11.78 acres, more or less, and located in the S 1/2 of the NW 1/4 of Section 7, T. 6 S., R. 13 W., S. M., Alaska; AND

From the 1/4 corner common to Section 12, T. 6 S., R. 14 W., S. M., and Section 7, T. 6 S., R. 13 W., S. M., go N. 89 deg. 53' E. 113.87 feet to the point of beginning; thence N. 59 deg. 05' E. 190.00 feet to a point; thence S. 76 deg. 05' E. 192.00 feet to a point; thence South 50.73 feet to a point; thence S. 89 deg. 53' W. 349.37 feet to the point of beginning, containing in all 0.50 acres, more or less, and located in the S 1/2 of the NW 1/4 of Section 7, T. 6 S., R. 13 W., S. M., Alaska.



Before me, the undersigned, a Notary Public, within and for said county and state, on this 28th day of October, 1968, personally appeared J. H. SHELTON and to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
 My commission expires 2-26-72
 J. H. Shelton
 Notary Public.

STATE OF ALASKA
 COUNTY OF _____ ss. ACKNOWLEDGMENT FOR INDIVIDUAL
 Higher Recording District
 Before me, the undersigned, a Notary Public, within and for said county and state, on this 29th day of October, 1968, personally appeared J. VIC BROWN and to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that He executed the same as His free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
 My commission expires 6-29-71
 Pauline Unruh
 Notary Public.

STATE OF _____ ss. ACKNOWLEDGMENT FOR CORPORATION
 COUNTY OF _____
 On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.
 Given under my hand and seal the day and year last above written.
 My commission expires _____
 Notary Public.

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____ County _____

STATE OF _____ } ss.
 County of _____

This instrument was filed for record on the _____ day of _____, 19____

at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.

By _____ Register of Deeds.

When recorded, return to _____

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL
 COUNTY OF _____
 Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
 My commission expires _____
 Notary Public.

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ASSIGNMENT OF EASEMENT RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

The CITY OF HOMER, ALASKA, a municipal corporation, acting by and through the Council of the City of Homer, hereinafter called the Assignor, in consideration of ONE DOLLAR (\$1.00), and other valuable consideration paid by the HOMER ELECTRIC ASSOCIATION, INC. a utility corporation, having its usual place of business in Homer, Alaska, hereinafter called the Assignee, does hereby transfer, sell, assign and set over to the Assignee, whatever right, title and interest it may have previously acquired by easement for the installation of power lines and related equipment across the following parcels of land:

Parcel 1: The East Thirty feet (30') of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Seven (7), Township Six (6) South, Range Thirteen (13) West, in the Homer Recording District, Homer, Alaska.

Parcel 2: The East Thirty (30) feet of the NE 1/4 of the NE 1/4 of Section Seven (7), Township 6 South, Range 13 West, and also a portion of land located within the NE 1/4 of the NE 1/4 of Section Seven (7), Township 6 South, Range 13 West, more particularly described as follows:

Beginning at the section corner common to Sections 5, 6, 7 and 8, Township 6 South, Range 13 West; thence S 89°53' W along the section line common to said Sections 6 and 7, a distance of 30.0 feet to the point of beginning; thence continuing S 89° 53" W, a distance of 270.0 feet, to a point; thence S 00°07' E, a distance of 200.0 feet, to a point; thence N 89°53' E, a distance of 270.0 feet, to a point; thence N 00°07' W, a distance of 200.0 feet to the point of beginning.

Parcel 3: A right-of-way and easement 30 feet wide, the easterly line of the easement being the line described hereinafter, and the westerly line of the easement being a line 30 feet westerly from, and parallel to the easterly line.

Beginning at the S 1/6 corner common to Sections 17 and 18, T 6 S, R 13 W, thence N 00°07' W along the section line common to said Sections 17 and 18, a distance of 400.00 feet; thence N60°21' W, a distance of 141.43 feet; thence N 31°21' W, a distance of 303.93 feet; thence N 13°17'30" W, a distance of 247.51 feet; thence N 02°17'30" W, a distance of 292.28 feet; thence N 35°22'30" E, a distance of 70.6 feet, more or less, to a point

LAW OFFICES OF
HAHN & JEWELL
606 FOURTH AVENUE
ANCHORAGE, ALASKA
272-6224
PIONEER AVENUE
HOMER, ALASKA
235-8709

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of intersection with the east-west center of section line of Section 18, T 6 S, R 13 W.

Parcel 4: Located within the SW 1/4 of the Southwest 1/4 of Section 8, Township 6 South, Range 13 West, and is more particularly described as follows: Commencing at the section corner common to Sections 7, 8, 17 and 18, Township 6 South, Range 13 West; thence N 00°07' W, along the section line common to said sections 7 and 8 a distance of 609.0 feet to the point of beginning; thence continuing N 00°07' W along the section line common to said Sections 7 and 8, a distance of 400.0 feet to a point; thence N 89°53' E a distance of 400.0 feet to a point; thence S 00°07' E, a distance of 400.0 feet, to a point; thence S 89°53' W, a distance of 400.0 feet to the point of beginning. This parcel contains approximately 3.7 acres, more or less.

Parcel 5: A right-of-way easement 30 feet wide, the easterly line of the easement being the line described hereinafter, and the westerly line of the easement being a line 30 feet westerly from, and parallel to the easterly line. Beginning at a point lying on the east-west center of section line of Section 18, T 6 S, R 13 W, said point being 303.94 feet westerly from the 1/4 corner common to Sections 18 and 17; thence N 35°22'30" E, a distance of 525.0 feet to a point of intersection with the section line common to said Sections 17 and 18; thence W 0°07' W, a distance of 2210.58 feet to the section corner common to Sections 7, 8, 17 and 18, T 6 S, R 13 W.

A right-of-way and easement 30 feet wide, being more particularly described as follows: The east 30 feet of the SE 1/4 of the SE 1/4 of Section 7, T 6 S, R 13 W.

for the purposes of a utility easement, and this assignment is conditioned upon the provision that Assignee's use of said property be only an easement for utility purposes.

DATED: June 13, 1966

CITY OF HOMER, ALASKA

Ralph G. Coulter, Mayor

Audrey Searden, Clerk

The HOMER ELECTRIC ASSOCIATION, INC., accepts the

LAW OFFICES OF
HAHN & JEWELL
606 FOURTH AVENUE
ANCHORAGE, ALASKA
272-8324
PIONEER AVENUE
HOMER, ALASKA
235-8708

HOMER

Serial No.

66-418

41 248

Homer, Alaska District

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foregoing agreement, subject to all the terms and conditions thereof, and of the easements referred to therein.

DATED: June 14, 1966

Edward P. Peltier
President

John W. Willis
Secretary - Treasurer

MUTUAL HOLD HARMLESS AGREEMENT

It is agreed by and between the CITY OF HOMER and HOMER ELECTRIC ASSOCIATION, INC. that in consideration of the mutual benefits derived herefrom that each shall hold the other safe and harmless from any and every claim, demand, suit and payment in respect thereof, arising out of or resulting from the respective activities carried on or to be carried on by the parties under the easement rights granted or assigned to the parties across the lands described in the above and foregoing ASSIGNMENT OF EASEMENT RIGHTS and said ASSIGNMENT is hereby incorporated by reference and made a part of this MUTUAL HOLD HARMLESS AGREEMENT as if fully set forth herein.

DATED: June 14, 1966

CITY OF HOMER, ALASKA

Ralph G. Conlee
Mayor

Audrey Rearden
Clerk

HOMER ELECTRIC ASSOCIATION, INC.

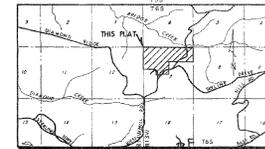
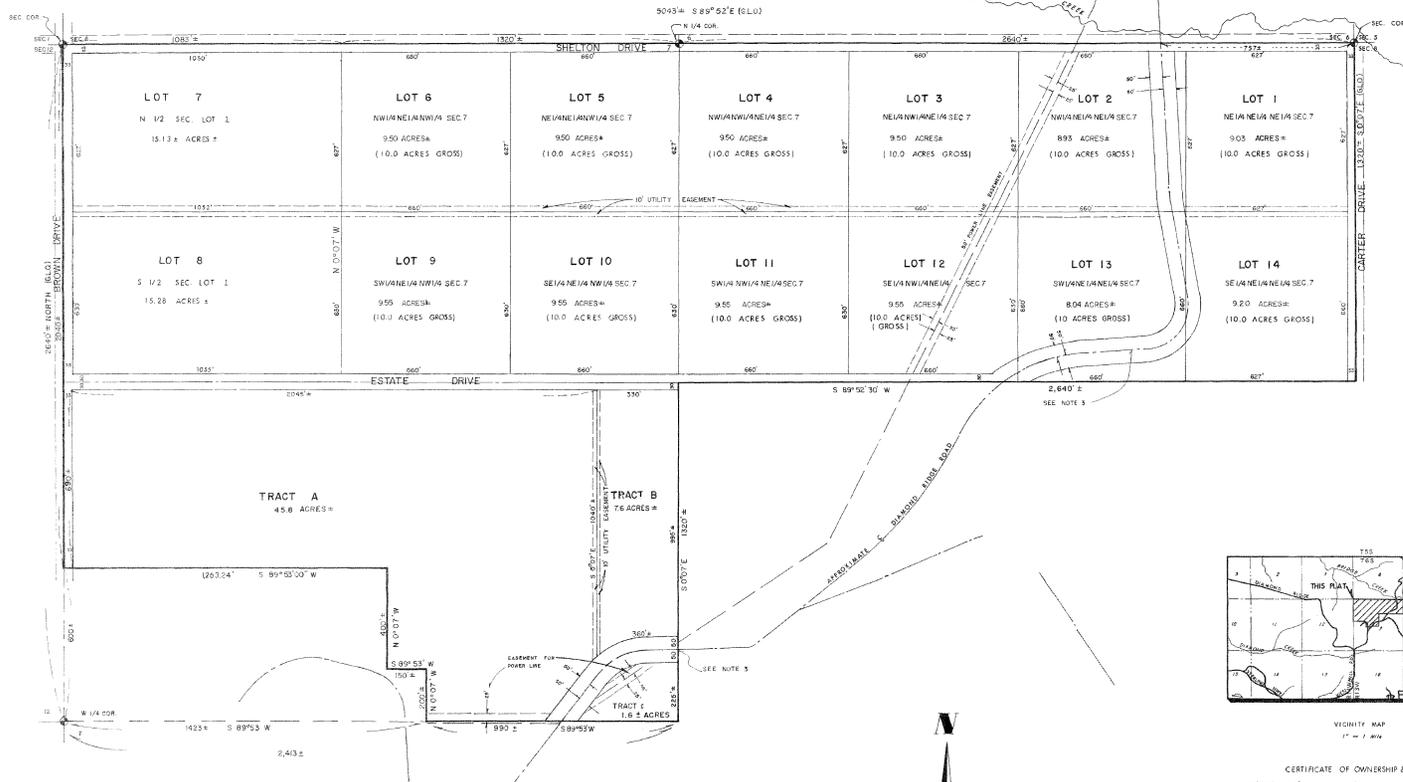
BY: Edward P. Peltier
President

John W. Willis
Secretary - Treasurer

RECORDED - FILED
Homer REC. DIST.
DATE 6-14 1966
TIME 5:00 P.M.
Requested by City of Homer
Address Box 335 Homer, AK

LAW OFFICES OF
HAHN & JEWELL
806 FOURTH AVENUE
ANCHORAGE, ALASKA
272-6324
PIONEER AVENUE
HOMER, ALASKA
235-8709

71-4338 Diamond Ridge Estates Sub 7 T1A R3W4



VICINITY MAP
1" = 1 mile

CERTIFICATE OF OWNERSHIP & DEDICATION
We hereby certify that we are the owners of the property shown and described herein. We hereby request approval of this plat, showing both easements for public utilities, roadway and alleys dedicated by us for public use.

PETER (ALLOT) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 ACRES
 JAMES L. LOUNSBURY TRACT A
 JAMES L. LOUNSBURY TRACT B
 JAMES L. LOUNSBURY TRACT C

NOTARY & AGENCY EVIDENCE
 Notary Public for Alaska
 My Commission expires



- NOTES—
1. THIS PLAT IS BASED ON G.L.O. PLAT OF T6S, R13W, S14M, AS ACCEPTED JULY 15, 1978 AND OTHER AVAILABLE INFORMATION.
 2. NO FIELD SURVEY PERFORMED THIS DATE.
 3. N^o INDICATED ON BOTH SIDES OF EXIST E OF DIAMOND RIDGE ROAD.

PLAT APPROVAL
 Plat approved by the Borough Planning Commission this
 13th day of October, 1971.
 George J. Jensen
 Authorized Official

SURVEYOR'S CERTIFICATE
 I, the undersigned registered surveyor, hereby certify that this plat was prepared under my supervision. No corners or monuments have been set by me and no field survey has been conducted. Bearings and dimensions are as recorded on U.S. Government plats and recorded deeds.

Dec 9, 1971
 James L. Lounsbury
 Surveyor



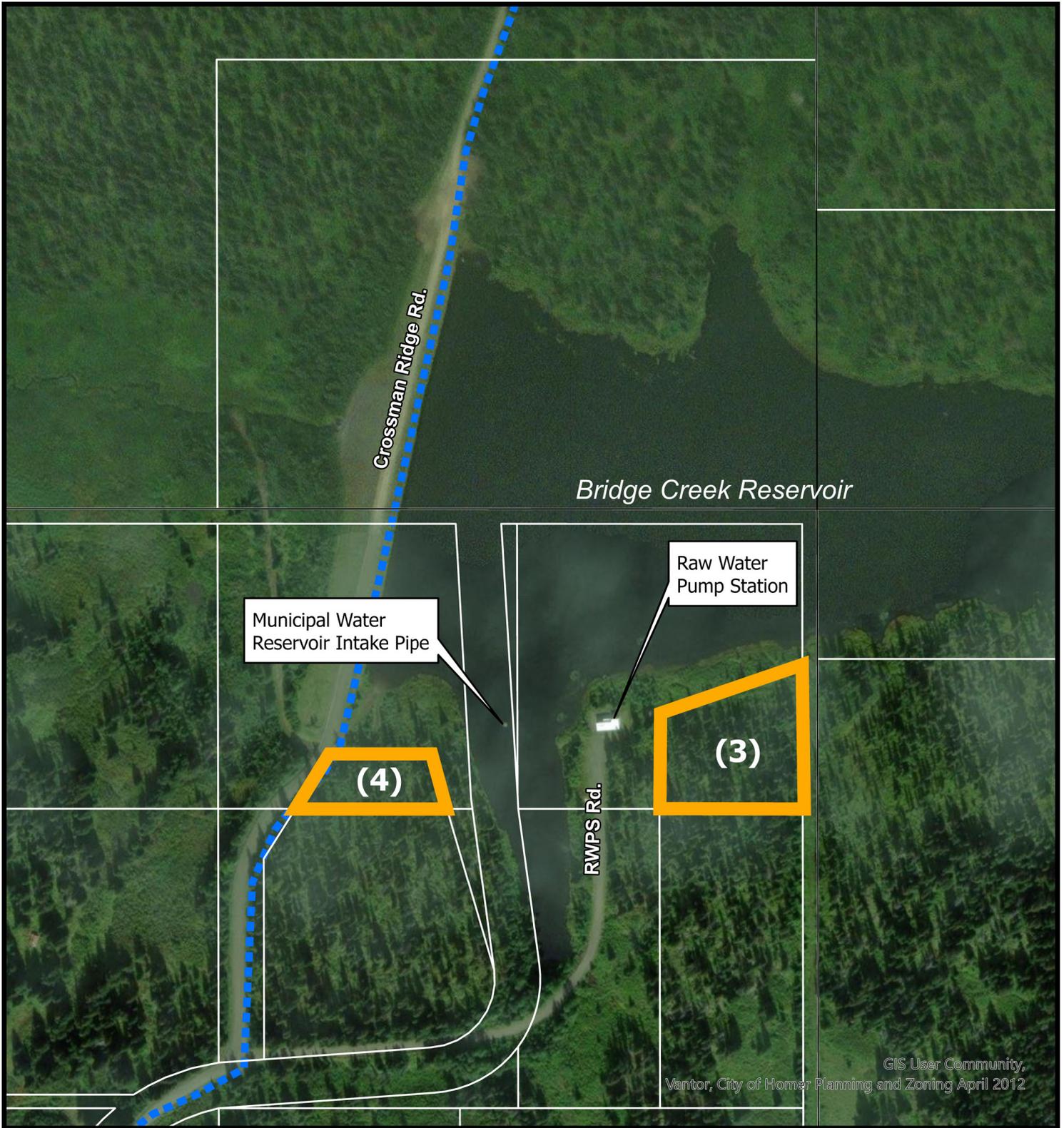
CONTAINING .20561 ACRES MORE OR LESS

DIAMOND RIDGE ESTATES
 A SUBDIVISION OF
 ALIQUOT PARTS SECTION 7, T6S, R13W, S14M, C
 SECTION 1, LOT NO. 8 & A PORTION OF LOT NO. 2
 SECTION 7, T6N, R13W, S14M

LOCATED IN THE
 N1/2, SEC. 7, T6S, R13W, SEWARD MERIDIAN, ALASKA

HEWITT V. LOUNSBURY & ASSOCIATES
 ENGINEER-SURVEYORS ALASKA

DATE: OCT 4, 1971	SCALE: 1" = 200'
DRAWN: H.A.	SHEET: 1 of 1
CHECKED: R.E.M.	GRID: HONER



City of Homer
Planning and Zoning Department

Legend

 Bridge Creek Watershed Protection District

0 300
 FT



*Disclaimer:
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.*

City of Homer
Planning & Zoning Department
2/3/2026

**CITY OF HOMER
FINANCIAL SUPPLEMENT**

PROJECT NAME	<u>Property Purchase - Conservation/Water Utility Purposes</u>	DATE <u>03/04/2026</u>
DEPARTMENT	<u>Community Development</u>	SPONSOR <u>City Manager/CD Director</u>
REQUESTED AMOUNT	<u>\$ 140,000</u>	

DESCRIPTION	<p>Pursuant to Homer City Code 18.06.010(a) Real property acquisitions, authority, the City may acquire, own and hold real property within or outside the City boundaries by any lawful means or conveyance, and may exercise all rights and powers in the acquisition, ownership and holding of real property as if the City were a private person. KPB Parcel 17307063 T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 1 and KPB Parcel 17307065 T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 2 EXCEPT THAT PORTION AS PER PAR TWO OF WD 77 @ 73 are both within 100 feet of the reservoir shoreline. The zoning regulations of Homer City Code are highly restrictive near the reservoir, and the subject properties are difficult to develop under the current Bridge Creek Watershed Protection District ordinance. Additional development within this area would likely have an adverse impact on the City's municipal drinking water supply and such development could also introduce unknown and undesirable effects to overall drinking water quality. Purchasing these lands for conservation are in the long-term interest of the City by protecting lands very near the reservoir shoreline from development.</p>
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FUNDING SOURCE(S)	LAND RESERVES	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	71%	0%	0%	0%	0%
	GF Unassigned	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	29%	0%	0%	0%	0%

FUNDING SOURCE 1: Land Reserves (150)	FUNDING SOURCE 2: General Fund Unassigned FB (100)	FUNDING SOURCE 3:
Current Balance <u>\$ 245,874</u>	Current Balance <u>\$ 5,728,708</u>	Current Balance _____
Encumbered <u>\$ 16,668</u>	Encumbered <u>\$ 324,759</u>	Encumbered _____
Requested Amount <u>\$ 100,000</u>	Requested Amount <u>\$ 40,000</u>	Requested Amount _____
Other Items on Current Agenda <u>\$ 1,554</u>	Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____
Remaining Balance <u>\$ 127,652</u>	Remaining Balance <u>\$ 5,363,949</u>	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____



MEMORANDUM

CC-26-055

Resolution 26-018, A Resolution of the City Council of Homer, Alaska Approving the Participation Agreement with the State of Alaska to bring the Police Chief Position back into the Public Employees Retirement System (PERS) and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Personnel Director.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: March 4, 2026
From: Melissa Jacobsen, City Manager

On June 27, 2005 City Council passed Resolution 05-77(S) which authorized the amendment of the City's participation agreement with PERS (Public Employees Retirement System), to exclude the Chief of Police position.

Police Chief Mark Robl's last day is March 19, 2026.

At the February 23, 2026 Council Meeting, City Council passed Resolution 26-017 confirming Michael Scanlon as the Chief of Police no later than March 19, 2026.

To make PERS contributions for incoming Chief Scanlon, and future Chiefs, the City needs to pass a resolution which authorizes the amendment of the participation agreement again, opting the Chief of Police position back into PERS.

Authorizing this amendment to the participation agreement does not have a direct cost. The fiscal impact of opting the Chief of Police position into PERS will be reflected in the operating budget.

RECOMMENDATION:

Adopt a Resolution to bring the Police Chief position back into PERS.

ATTACHMENT:

Resolution 05-77(S)

**CITY OF HOMER
HOMER, ALASKA**

RESOLUTION 05-77 (S)

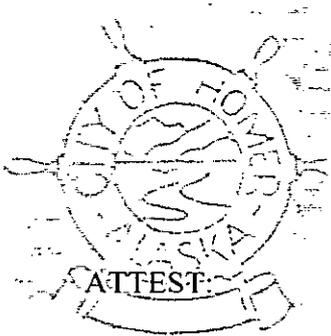
A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA AUTHORIZING THE AMENDMENT OF THE CITY OF HOMER, ALASKA AND PERS (PUBLIC EMPLOYEE'S RETIREMENT SYSTEM) PARTICIPATION AGREEMENT TO ADD THE CLAUSE "EXCLUDING CHIEF OF POLICE AND POLICE OFFICER IV EMPLOYEES" EFFECTIVE JULY 1, 2005.

WHEREAS, the City of Homer wishes to amend the agreement dated May 1, 1986 to exclude the Chief of Police and Police Officer IV employees.

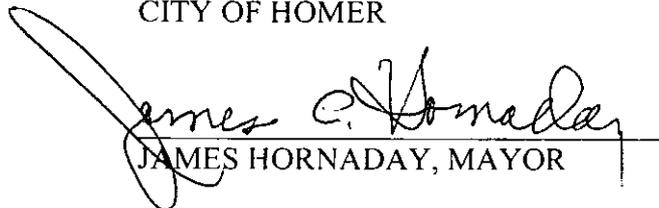
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Homer, Alaska, that

1. Page 1 of the Public Employees Retirement System Participation Agreement A. (2) will add the clause "Excluding the Chief of Police and Police Officer IV Employees effective July 1, 2005."

PASSED AND ADOPTED by the Homer City Council on this 27th day of June 2005.



CITY OF HOMER


JAMES HORNADAY, MAYOR


MARY L. CALHOUN, CMC, CITY CLERK

Fiscal Impact: Estimated annual budget reduction of \$91,690.00.

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
DIVISION OF RETIREMENT AND BENEFITS
P.O. Box 110203, Juneau, AK 99811-0203**

**PUBLIC EMPLOYEE'S RETIREMENT SYSTEM
PARTICIPATION AGREEMENT AMENDMENT No. 3**

The Public Employee's Retirement System Participation Agreement entered into between the State of Alaska (hereafter referred to as the State) and the City of Homer on May 1, 1986, and approved by the State on May 15, 1986, is amended effective July 1, 2005 by changing subparagraph A (2) on page 1 to read as follows:

A. (2)

The Political Subdivision agrees that (optional):

All permanent full-time employees (those whose positions normally require 30 or more hours of work each week) will participate in the PERS except for those employees in the following departments, groups or other classifications as designated by the Political Subdivision:

Excluding "seasonal employees as defined by AS 39.35.680 (37) and the Chief of Police and Police Officer IV employees".

Authorized Representative,
Walt Wrede, City Manager

Date

APPROVED:

Administrator

Date

MEMORANDUM 05- 119

TO: Mayor Hornaday and Homer City Council
THRU: Walt Wrede, City Manager *W. Wrede*
FROM: Sheri Hobbs, Personnel
DATE: June 27, 2005
RE: PERS Agreement Amendment

Due to the recent decision of the legislature to eliminate the return to work program we are requesting to amend our agreement with PERS. We currently have five employees in the program and it would be a major impact to the department to lose these highly qualified and experienced officers. We will be developing a new job description for Police Officer IV's. There will be no budget impact for the new job description. Police Officer IV's will require more experience and will be a category specifically used for retired officers that have returned to work.

The amendment to our PERS agreement would exclude the Chief of Police and Police Officer IV's. The City will receive a significant cost savings by excluding PERS and health insurance for these employees. The estimated annual savings for PERS and Health Insurance costs will be \$91,690.00 per year.

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Manager/
4 Personnel Director

5 **RESOLUTION 26-018**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 APPROVING THE PARTICIPATION AGREEMENT WITH THE STATE
9 OF ALASKA TO BRING THE POLICE CHIEF POSITION BACK INTO
10 THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) AND
11 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
12 THE APPROPRIATE DOCUMENTS.

13
14 WHEREAS, In June 2005 Council adopted Resolution 05-77(S) amending the City's
15 participation Agreement with PERS to exclude the police chief position; and

16
17 WHEREAS, With the upcoming retirement of the current police chief and confirmation
18 of the incoming chief by Resolution 26-017, the City needs to amend the participation
19 agreement again to opt the position back into PERS.

20
21 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
22 authorizes the City Manager to negotiate and execute the appropriate documents with PERS
23 to amend the participation agreement to opt the police chief position back into PERS.

24
25 PASSED AND ADOPTED by the Homer City Council this 9th day of March, 2026.

26
27 CITY OF HOMER

28
29 _____
30 RACHEL LORD, MAYOR

31
32 ATTEST:

33
34 _____
35 AMY WOODRUFF, CITY CLERK

36
37 Fiscal Note: See Memo CC-26-055



MEMORANDUM

CC-26-056

Resolution 26-019 A Resolution of the City Council of Homer, Alaska, Authorizing the Staff of Homer Volunteer Fire Department to Apply for the Southern Region EMS Council FY27 Code Blue Grant. City Manager/Fire Chief

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: February 23, 2026
From: Dan Jager, Fire Chief
Through: Melissa Jacobsen, City Manager

Purpose:

To inform City Council of the Homer Volunteer Fire Department's (HVFD) intention to apply for the Southern Region EMS Council FY27 Code Blue grant and to request Council support and authorization of the required local match.

Discussion:

HVFD has successfully received Code Blue grant funding in prior years. The department intends to apply for the Code Blue grant, due February 27, 2026, to purchase training manikins, video laryngoscopes, AEDs, and other medical training supplies and equipment that would greatly benefit the department. The grant deadline is prior to the next City Council meeting, so the approval by resolution will be retroactive.

Current quotes have been requested for each purchase. Please note that this grant process takes approximately one year, so quotes may increase slightly due to inflation.

The department seeks retroactive Council approval through the accompanying resolution.

Fiscal Impact:

The total project cost is quoted to be approximately \$32,455.05, with \$29,105.05 funded by the Code Blue grant and a required 10% local match of \$3,245.51. The local match will be funded through the Fire Department Operating Budget.

Recommendation:

Staff recommends adoption of the accompanying resolution supporting the Southern Region EMS Council FY27 Code Blue grant application.

1
2 **CITY OF HOMER**
3 **HOMER, ALASKA**

4 City Manager/Fire Chief

5 **RESOLUTION 26-019**
6

7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AUTHORIZING THE STAFF OF HOMER VOLUNTEER FIRE
9 DEPARTMENT TO APPLY FOR THE SOUTHERN REGION EMS
10 COUNCIL FY27 CODE BLUE GRANT
11

12 WHEREAS, the Southern Region EMS Council, Inc. administers the Code Blue grant with
13 the purpose of helping rural Alaskan communities fund essential EMS equipment through a
14 partnership of state, federal, local government, and private foundation funding sources; and
15

16 WHEREAS, the Homer Volunteer Fire Department (HVFD) has successfully received Code
17 Blue grant funding in prior years; and
18

19 WHEREAS, the Fire Department desires to apply for Code Blue grant funding to
20 purchase training manikins, video laryngoscopes, automated external defibrillators (AEDs),
21 and other medical training supplies and equipment; and
22

23 WHEREAS, current quotes have been requested for each proposed purchase; and
24

25 WHEREAS, the grant review and award process takes approximately one year, and
26 quoted costs may increase slightly due to inflation during that time;
27

28 WHEREAS, the total project cost is quoted to be approximately \$32,455.05, with
29 \$29,105.05 funded by the Code Blue grant and a required 10% local match of \$3,245.51 to be
30 funded by the City; and
31

32 WHEREAS, due to the February 27, 2026 application deadline, staff provided advance
33 notice and City Manager approval and now seeks retroactive Council approval;
34

35 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
36 authorizes the staff of Homer Volunteer Fire Department to apply for the Southern Region EMS
37 Council FY27 Code Blue grant.
38

39 PASSED AND ADOPTED by the Homer City Council this 9th day of March, 2026.
40

41 CITY OF HOMER
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ATTEST:

RACHEL LORD, MAYOR

AMY WOODRUFF, CITY CLERK

Fiscal Note: None



MEMORANDUM

CC-26-057

Resolution 26-020 A Resolution of the City Council of Homer, Alaska, Authorizing the Staff of Homer Volunteer Fire Department to Apply for the U.S Department of the Interior (DOI) Office of Wildland Fire (OWF) Slip-on Tanker Units Grant. City Manager/Fire Chief

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: March 4, 2026
From: Dan Jager, Fire Chief
Through: Melissa Jacobsen, City Manager

Purpose: To inform City Council of the Homer Volunteer Fire Department’s (HVFD) intention to apply for the U.S Department of the Interior (DOI) Office of Wildland Fire (OWF) Slip-on Tanker Units grant and to request Council support.

Discussion: The Department of the Interior, Office of Wildland Fire is seeking applications from eligible local governments to acquire slip-on tanker units that can be rapidly mounted on existing vehicles to enhance wildland firefighting capabilities.

HVFD staff intends to apply for the DOI OWF grant, due March 23, 2026, to purchase a Slip-On Tanker, also known as a “skid load unit,” that slides into the back of the Department’s current Tactical Rescue Vehicle (TRV) pickup truck. The skid load unit includes a tank, water pump, hardware, and other wildland firefighting tools and equipment. Installation of this skid load unit will effectively convert the current TRV into a dedicated Brush Truck for wildland fire response.

With the recent sale of Engine 4 due to its age (over 40 years in service), the Department no longer has a dedicated apparatus capable of conducting rapid initial attack operations for wildland fire response. HVFD seeks formal Council approval through the accompanying resolution.

Fiscal Impact: Current quotes have been requested for the purchase and are expected to range from \$40,000 to \$50,000. A local match is not required.

Recommendation: Staff recommends adoption of the accompanying resolution supporting the U.S Department of the Interior (DOI) Office of Wildland Fire (OWF) Slip-on Tanker Units grant application.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/Fire Chief

RESOLUTION 26-020

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AUTHORIZING THE STAFF OF HOMER VOLUNTEER FIRE
DEPARTMENT TO APPLY FOR THE U.S. DEPARTMENT OF THE
INTERIOR OFFICE OF WILDLAND FIRE SLIP-ON TANKER UNITS
GRANT PROGRAM

WHEREAS, the U.S. Department of the Interior (DOI) Office of Wildland Fire (OWF) is soliciting applications from eligible local governments for the Slip-On Tanker Units Grant Program to enhance wildland firefighting capabilities; and

WHEREAS, Homer Volunteer Fire Department (HVFD) desires to apply for grant funding to purchase and install a slip-on tanker unit on its existing Tactical Rescue Vehicle (TRV) pickup truck, thereby converting it into a dedicated brush truck to enhance wildland fire response capabilities; and

WHEREAS, with the recent sale of Engine 4 after over 40 years in service, the Department no longer has a dedicated apparatus capable of conducting rapid initial attack operations for wildland fire response; and

WHEREAS, current quotes for the equipment range from \$40,000 to \$50,000 and the grant does not require a local match; and

WHEREAS, the Homer Volunteer Fire Department (HVFD) Fire Department intends to apply for this grant, due March 23, 2026 and seeks formal Council approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby authorizes the staff of Homer Volunteer Fire Department to apply for the U.S Department of the Interior (DOI) Office of Wildland Fire (OWF) Slip-on Tanker Units grant.

PASSED AND ADOPTED by the Homer City Council this 9th day of March, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

43 ATTEST:

44

45 _____

46 AMY WOODRUFF, CITY CLERK

47

48 Fiscal Note: N/A



Homer Title 21 Update

Progress Report to City Council

Prepared March 4, 2026

View related materials at HomerT21CodeUpdate.com

Upcoming Activities

- There are two key upcoming opportunities for the public to weigh in on the draft Title 21 code:
- **Late March 2026 (tentative):** the Public Review Draft of the Title 21 code will be released for a 45-day public comment period. Following the public comment period, the project team will compile, analyze, and respond to all comments.
- **Summer 2026:** the Public Hearing Draft of the Title 21 code will be released, and the adoption process begins. This will include Public Hearings with the Planning Commission and City Council. The public will have opportunities to testify during this process.

Recently Completed Activities

- **December 2025 – January 2026: Planning Commission Work Sessions.** Facilitated a series of work sessions with the Planning Commission (December 3, December 17, January 7; February 4, February 18) to review sections of the draft zoning code in greater detail. These work sessions provided an opportunity for the Planning Commission to inform the draft code ahead of the release of the Public Review Draft. The agenda packet and videos of the work sessions are on the City's [website](#), and will be linked on the [project website](#) as they become available.

Cumulative Accomplishments to Date

Featured in February 2026 Progress Report

- **January 7th, 2026:** Facilitated Planning Commission Work Sessions focused on Steep Slopes/Environmental Constraints (January 7th)
- **January 26th, 2026:** Facilitated Work Session with the City Council to go over the process for the public review draft, comment collection, and next steps toward adoption.

Featured in January 2026 Progress Report

- **December: Open House Follow Up.** Shared results from the community open house on November 6th and created additional opportunities for residents who missed the event to share their feedback.
 - Visit the [project website](#) to view the open house summary, posters, presentation slides, and a link to a Homer News story about the event. To accommodate residents who were unable to attend the open house, a [virtual open house](#) was configured. This virtual open house was open through January 16, 2026 and received 14 responses.
- **November – December: One-on-one conversations with Planning Commissioners.** Offered to meet one-on-one with each Planning Commissioner to talk through ideas, concerns, and questions about the draft code.

Featured in November 2025 Progress Report

- **October:** Planning Commission review of proposed draft code at the October 15th regular meeting (part one).
- **November:** Planning Commission review of proposed draft code at the November 5th regular meeting (part two).
- **November:** Community Open House on Thursday, November 6th. Approximately 50 people attended the open house.

Featured in September 2025 Progress Report

- **August:** Presented and gathered input from the Port and Harbor Advisory Commission at an August 27th Work session.
- **September:** Staff conducted an initial review of the draft code; project team is planning for an Open House.

Featured in August 2025 Progress Report

- **July and August:** Facilitated conversations with staff around zoning administration, enforcement, district consolidations, and allowed uses to inform code drafting.
- **August 15th:** Shared the draft Title 21 code with City staff for review, including an initial legal review.

Featured in July 2025 Progress Report

- **June 5th:** Held an additional stakeholder dialogue with representatives from Guiding Growth and Mobilizing for Action through Planning and Partnerships (MAPP).
- **June 18th:** Attended and facilitated a conversation with the Planning Commission on Conditional Use Permits (CUPs), Land Uses, Housing Types, Zoning Districts.
- **June:** Prepared preliminary recommendations on how to structure the updated code. This included a current/proposed table of contents, with a companion report describing the changes.
- **July 15th – 16th:** Conducted additional interviews to fill in gaps/missing perspectives from groups that work most closely with the zoning code.
- **July 16th:** Attended and facilitated a conversation with the Planning Commission focused on use standards, sign code, and administrative flexibility.

Featured in June 2025 Progress Report

- **April 16th:** Planning Commission Work Session. Presented key findings from the Summary Background and Code Audit, and related topics.
- **April:** Stakeholder Dialogues. Convened three dialogues to talk with Homer-area professionals that use/engage with the code (Title 21). This included builders/developers, business owners, and realtors.
- **April:** Community Site Tour. Led by City staff, toured Homer by vehicle to visit example areas where zoning policies resulted in positive outcomes, and areas of concern/tension.
- **April:** City Council Interviews. Conducted five in-person interviews with Council members.
- **May 21st:** Planning Commission Work Session. Shared an overview of April stakeholder engagement activities and guided a discussion around specific sections of the code.

Featured in April 2025 Progress Report

- **November 2024:** Initial Introduction to City Council
- **February 2025:** Staff Listening Session
- **March 2025:** Planning Commission Kickoff Meeting
- **April 2025:** Summary Background
- **April 2025:** Code Audit
- **April 2025:** Website Launch

Project Schedule



<p>January – March 2025</p> <ul style="list-style-type: none"> • Compile background and gather initial feedback. • Review existing code and identify updates. • Develop proposed code type and structure. 	<p>June – November 2025</p> <ul style="list-style-type: none"> • Staff and legal team conduct review of draft code. • Gather input from public on potential changes, including November Open House. 	<p>November 2025 – March 2026</p> <ul style="list-style-type: none"> • Conduct Planning Commission work sessions on key topics. • Refine draft code for public review. 	<p>Spring - Summer 2026</p> <ul style="list-style-type: none"> • Release Public Review Draft for comment • Analyze and respond to feedback • Prepare Public Hearing Draft and initiate adoption process
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Ongoing: Monthly updates and/or work sessions with the Planning Commission and City Council

Roles of the Planning Commission and City Council

Planning Commission

The Planning Commission is the advisory body for the Title 21 Update process.

- Share guidance, feedback, and local knowledge during the code drafting process.
- Provide feedback on draft materials, including the draft code.
- Make a recommendation to the City Council regarding adoption the Title 21 Update.

City Council Engagement

- The project team will share periodic updates with the City Council, often via the City Manager’s reports.
- City Council members can stay informed about the process by attending Planning Commission meetings, reading project documents, participating in community activities, and reviewing the public review draft of the revised code.
- The City Council will be responsible for the adoption of the Title 21 Update.



MEMORANDUM

CC-26-050

Ordinance 26-14, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating the Amount of \$1,553.56 from the Land Fund for the Purchase of a Tax Foreclosure Property and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: February 18, 2026
From: Julie Engebretsen, Community Development Director
Through: Melissa Jacobsen, City Manager

BACKGROUND:

The Kenai Peninsula Borough regularly offers tax-foreclosed properties to cities and service areas before selling them at public auction. The Borough has notified the City about a tax-foreclosed lot at the bottom of Mattox, west of the Airport Critical Habitat Area and north of Beluga Lake. The City has a major drainage ditch along the west side of Mattox, and this parcel is very low, wet, and without utility access.

RECOMMENDATION:

Adopt the ordinance to purchase this property for conservation purposes and to support potential future green infrastructure and stormwater needs.

ATTACHMENTS:

Payoff Amount Statement





via email

February 11, 2026

Melissa Jacobsen, City Manager
City of Homer, Alaska
491 East Pioneer Ave
Homer, AK 99603

Re: Conveyance of Tax Foreclosure Parcel No. 17913312

Ms. Jacobsen:

The Kenai Peninsula Borough (KPB) has received the City of Homer's request for conveyance of Parcel No. 17913312 through the KPB 2026 tax foreclosure process (see attached).

Subject to A.S. 29.45.460, this parcel may be deeded to the City upon payment of the taxes owed to KPB with accrued interest but without penalty, plus any out of pocket costs incurred by KPB. Upon receipt of payment, KPB will have a quitclaim deed recorded to convey title to the City. After receiving title, the City, by ordinance, must meet the obligations of A.S. 29.45.460 with respect to retention for a public purpose, or sale of the tax foreclosed property, as applicable.

Parcel No. 17913312 - Amount Due:

\$1,553.56 if received by April 15, 2026

Please send the check to my attention at the address listed above and payable to the Kenai Peninsula Borough.

Note: After receiving title, the City must meet the obligations of A.S. 29.45 with respect to retention for a public purpose, or sale of the tax foreclosed property, as applicable.

Please feel free to contact me if you have any questions.

Sincerely,

Jennifer Shields
Land Management Agent



**KENAI PENINSULA
Borough**

Land Management
A Division of the Planning Department

144 North Binkley Street, Soldotna, AK 99669 | (P) 907-714-2205 | (F) 907-714-2378 | www.kpb.us

**REQUEST FOR CONVEYANCE OF REAL PROPERTY
FORECLOSED FOR DELINQUENT PROPERTY TAX FOR A PUBLIC PURPOSE
PURSUANT TO A.S. 29.45.450**

Name of City requesting conveyance: City of Homer _____

KPB Assessor Parcel No.: 17913312

Is parcel within the City Limits? Yes No

(Optional) Proposed public purpose: Street/stormwater infrastructure outfall, open space

(Optional) Explanation of public purpose:

- Include reference to City code or other authority for public purpose conveyance
- Planned use and development of parcel
- Attach additional pages or exhibits as needed

Proposed Method of Payment: Check _____

Authorized City Official:

<u>Melissa Jacobsen</u>	<u>City Manager</u>
Printed Name	Title
<u>Melissa Jacobsen</u>	<u>2/10/26</u>
Signature	Date

INVOICE
(Completed by Finance Department)

Authorizing KPB Ordinance: <u>2026-05</u>	Payoff goal to <u>4/15/26</u>
Parcel No.: <u>17913312</u>	Parcel
Amount \$: <u>1,524.72</u> <i>mf</i>	Account #: <u>17913312</u>
Recording Fee \$: <u>28.84</u>	Account #: <u>250.37229</u>
TOTAL DUE: <u>1553.56</u>	

**CITY OF HOMER
FINANCIAL SUPPLEMENT**

PROJECT NAME	<u>Purchase of Tax Foreclosure Property</u>	DATE	<u>02/19/2026</u>
DEPARTMENT	<u>Community Development</u>	SPONSOR	<u>City Manager/Community Development Director</u>
REQUESTED AMOUNT	<u>\$ 1,554</u>		

DESCRIPTION	<p>Pursuant to Homer City Code 18.06.010(a) Real property acquisitions, authority, the City may acquire, own and hold real property within or outside the City boundaries by any lawful means or conveyance, and may exercise all rights and powers in the acquisition, ownership and holding of real property as if the City were a private person. Kenai Peninsula Borough Land Management has prepared a preliminary list of foreclosed parcels. Pursuant to AS 29.45.450 Deed to Borough or City, a city may request conveyance of tax foreclosed property when the city has an immediate need for that property and property may be deeded to the City subject to taxes owed through judgment date, interest, and any out of pocket cost incurred by the KPB through the date of the actual payment. The City can acquire this lot for \$1,553.56 if paid by April 15, 2026. KPB Parcel 17913312, T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 47, is located at the southwestern end of Mattox Road that would serve the public as stormwater conveyance and green-infrastructure filtration area for the neighborhood drainage system flowing into Beluga Lake. Pursuant to the provisions of Homer City Code 18.06.030, 18.06.042, and 18.06.044 Real property acquisitions, designation for public use, and authorization for the appropriation, KPB tax parcel number 17913312 shall be retained for a public purpose and classified as "Conservation."</p>
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FUNDING SOURCE(S)	LAND RESERVES	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	100%	0%	0%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: Land Reserves	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 245,874</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 16,668</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 1,554</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 227,652</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

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<u>Fund</u>	<u>Description</u>	<u>Amount</u>
150	Land Reserves	\$1,553.56

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____th day of March, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



MEMORANDUM

Ordinance 26-15, An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating \$25,000 From the Port Reserves Fund for the Purchase of Additional Timber to Repair the Spare Deep Water Dock Fender. Port Director/City Manager.

Item Type: Back Up Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: February 14, 2026
From: Bryan Hawkins, Port Director
Through: Melissa Jacobsen, City Manager

Background

The Deep Water Dock has three berth locations: the Face Berth, the Trestle Berth, and the Inside Berth. The Face Berth, which accommodates most of the vessel traffic, was upgraded in 2013 with modern, heavy-duty fendering designed to withstand regular commercial use.

The Trestle and Inside Berths remain outfitted with fender units that were relocated from the former wooden dock before construction of the Pioneer Dock in 2003. While these fenders are now aging infrastructure, they continue to perform adequately for the limited use those berths receive. Full system replacement would represent a significant capital expenditure, so staff have continued to maintain and rotate these units to extend their service life. As expected with older systems, they require more frequent maintenance than modern fendering.

The Port maintains one spare fender assembly. When a fender unit is damaged, staff remove the damaged unit, install the spare, and then rehabilitate the damaged unit for future rotation back into service. This approach minimizes operational downtime, supports safe vessel berthing operations, and allows us to manage maintenance costs while preserving serviceability.

The purpose of this ordinance is to authorize the procurement of 12” by 12” timber members used to face these fender units. Approval of this purchase will allow the Port to acquire the required timbers, three of which will be used immediately to rehabilitate the spare fender unit, so it is fully ready for deployment. The remaining timbers will be placed into inventory to support future maintenance and repairs. Maintaining an on-hand stock reduces response time, supports safe operations, and helps avoid operational delays associated with material procurement.

This request represents a practical, preventative maintenance measure that protects Port infrastructure and ensures continued safe operations at the Deep Water Dock.

Recommendation

Approve Ordinance 26-15 to appropriate \$25,000 from the Port Reserves to fund the preventative maintenance of the Deep Water Dock spare fender.

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Deep Water Dock Spare Fender Repairs</u>	DATE	<u>02/18/2026</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR	<u>City Manager/Port Director</u>
REQUESTED AMOUNT	<u>\$ 25,000</u>		

DESCRIPTION	<p>The City of Homer owns and operates the Homer Deep Water Dock as part of the Port and Harbor Enterprise. The Deep Water Dock includes three berthing locations known as the Face Berth, Trestle Berth, and Inside Berth. The Face Berth fendering system was upgraded in 2013 with modern heavy-duty components. The Trestle and Inside Berths utilize fender units relocated from the former Main Dock prior to construction of the Pioneer Dock in 2003. These fender units remain serviceable but require ongoing maintenance and periodic rehabilitation to ensure safe vessel berthing operations. Maintaining a spare fender assembly and an inventory of timber facing materials reduces operational downtime and supports safe and efficient port operations. Three 12" x 12" timber members are immediately required to rehabilitate the Port's spare fender unit, with additional timbers to be placed into inventory for future maintenance needs. Cost estimates for the required materials, based on current vendor pricing, total approximately \$25,000.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: Port Reserves (456-0380)	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 1,574,107</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 732,248</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 25,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 816,859</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager/Port Director

ORDINANCE 26-15

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FY26 CAPITAL BUDGET BY APPROPRIATING
\$25,000 FROM THE PORT RESERVES FUND FOR THE PURCHASE
OF ADDITIONAL TIMBER TO REPAIR THE SPARE DEEP WATER
DOCK FENDER.

WHEREAS, The City of Homer owns and operates the Homer Deep Water Dock as part
of the Port and Harbor Enterprise; and

WHEREAS, The Deep Water Dock includes three berthing locations known as the Face
Berth, Trestle Berth, and Inside Berth; and

WHEREAS, The Face Berth fendering system was upgraded in 2013 with modern heavy-
duty components; and

WHEREAS, The Trestle and Inside Berths utilize fender units relocated from the former
Main Dock prior to construction of the Pioneer Dock in 2003; and

WHEREAS, These fender units remain serviceable but require ongoing maintenance and
periodic rehabilitation to ensure safe vessel berthing operations; and

WHEREAS, Maintaining a spare fender assembly and an inventory of timber facing
materials reduces operational downtime and supports safe and efficient port operations; and

WHEREAS, Three 12" x 12" timber members are immediately required to rehabilitate
the Port's spare fender unit, with additional timbers to be placed into inventory for future
maintenance needs; and

WHEREAS, Cost estimates for the required materials, based on current vendor pricing,
total approximately \$25,000.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 Capital Budget by
appropriating \$25,000 as follows:

44	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
45	456-0380	Port Reserves	\$25,000

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47 Section 2. This ordinance is a budget amendment only, is not of a permanent nature
48 and is a non code ordinance.

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50 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this ____ day of _____, 2026.

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CITY OF HOMER

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RACHEL LORD, MAYOR

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59 ATTEST:

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62 AMY WOODRUFF, CITY CLERK

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64 YES:

65 NO:

66 ABSTAIN:

67 ABSENT:

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69 First Reading:

70 Public Hearing:

71 Second Reading:

72 Effective Date:



MEMORANDUM

CC-26-048

Ordinance 26-16, an Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Title 4, Elections Sections 4.01.040 Date of election, 4.01.100 Expense, 4.10.010 Declaration of candidacy, 4.10.050 Prohibitions, 4.20.020 Voting procedure at the polls, 4.30.020 Eligibility, 4.30.060 Issuance of ballot by mail or in person, 4.35.010 Review of election documents by Canvass Board, and 4.40.020 Runoff election – date and notice.

Item Type: Backup Memorandum, Action Memorandum, or Informational Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: January 29, 2026
From: Amy Woodruff, City Clerk
Through: Melissa Jacobsen, City Manager

SUMMARY:

This ordinance proposes changes to election code to align the City’s election date with the Kenai Peninsula Borough (KPB) election date in November.

As written, the ordinance makes no change to how the City represents the calculation of a plurality of votes for City elections. This memo outlines options for changes to § **4.35.020 Votes required to be elected** and staff will present a substitution ordinance that makes changes to that section of code if directed to do so by Council. Additional edits to Title 4 of City Code not related to the election date are included for efficiency, and the reason for each change is summarized in a table below.

BACKGROUND:

During the October 7, 2025, Municipal Election, Borough voters approved KPB Citizen Initiative Proposition No. 5, which moved the Borough Election date from October to November to coincide with State elections. Approval of this Borough proposition does not affect the City of Homer election day. The City’s election date is established in City code and must be amended by ordinance.

While the City could continue to hold elections in October, the cost to hold an election would increase significantly without the cost-savings associated with collaborating with the KPB on sharing election workers and election equipment. In a January 2026 letter terminating the existing Memorandum of Agreement (MOA) with the City, KPB clerk Michele Turner wrote “If the City of Homer ultimately does move its election date to November, the intent would be to explore entering into a new elections administration MOA with the City.”

This ordinance makes the necessary changes to candidate filing deadlines, election dates, and runoff election dates in order to align our election date with the State and Borough elections in November. Staff also reviewed language in code related to requirements for postmarks on by-mail ballots and determined that current language is sufficient given that voters may request a manual postmark for their ballot at any post office.

Moving the election date back by one month will also effectively extend the terms of sitting councilmembers by one month. [HCC § 2.08.030 Composition of governing body – terms of office](#) specifies that councilmembers are elected “for three year terms and until a successor qualifies,” so councilmembers may continue to serve in their seats until the November Election or a December runoff when either they are reelected or a successor is elected for their seat.

Section	Change	Reason
4.01.040 Date of election.	Change “first Tuesday in October” to “first Tuesday after the first Monday in November”	Align with Borough and State election date.
4.01.100 Expenses.	Change minimum threshold for election worker rate of pay from “State” to “Kenai Peninsula Borough.”	We anticipate entering into a new MOU with the Kenai Peninsula Borough to share the cost of hiring election workers, and our rate of pay will therefore need to be equal to the Borough’s.
4.10.010 Declaration of candidacy.	Change filing period from August 1-15 to September 1-15.	Moving forward by one month corresponds with the change in election date. The change will allow additional time for candidates to file for office and aligns with ballot printing and booklet printing deadlines provided by the Borough.
4.10.050 Prohibitions.	Replace “member of the Library Advisory Board” with “Board Member.”	The City has more than one board among its advisory bodies.
4.30.020 Eligibility.	Remove conditions for absentee voting.	State elections are ‘no excuse’ absentee voting, which allows voters to vote an absentee ballot without restrictions. This aligns with State elections.
4.30.040 Absentee voter at polls.	Change “challenged” ballot to “questioned” ballot.	If there are concerns about a voter’s eligibility prior to providing them with a ballot, that is a ‘questioned’ ballot rather than a ‘challenged’ ballot.

4.30.060 Issuance of ballot by mail or in person.	Change “challenged” ballot to “questioned” ballot.	If there are concerns about a voter’s eligibility prior to providing them with a ballot, that is a ‘questioned’ ballot rather than a ‘challenged’ ballot.
4.35.010 Review of election documents by Canvass Board.	Change “questioned ballot” to “challenge.”	The term for raising concerns about an absentee ballot that has already been voted during the canvass process is to ‘challenge.’
4.40.020 Runoff election – Date and notice.	Change runoff date to the first Tuesday after the first Monday in December.	Moving the runoff election date forward by one month corresponds to the change in regular election date.

Request for Council Direction regarding § 4.35.020 Votes required to be elected

Current code requires that the percentage of votes to win an election is determined using the total votes cast in a race. Following the 2022 election, Councilmember Davis requested a calculation of the percentage of ballots cast and it was accommodated in the Clerk’s office by adding an extra column on the certificate of election listed as informational only. Clerk’s office staff would like direction from Council on reporting election results so that only one type of calculation is necessary on the final Certificate of Election.

HCC 4.35.020 requires that candidates receive a plurality of votes to be elected to a seat rather than a majority. This means that a candidate who receives the most votes in an election would not win that seat if they do not reach the plurality threshold specified in code. In that case, the City would hold a runoff election between the two candidates who received the highest number of votes.

The plurality threshold for a race with only one seat is defined as follows.

Races with only one seat (i.e. Mayor, a specific Council seat)	
Number of Candidates	Percentage Threshold
Fewer than five candidates	40% of votes cast
Five or more candidates	35% of votes cast

In races where there are two Council seats to fill with equivalent terms, voters may vote for up to two candidates. Calculating the plurality threshold for these races requires that City Clerk account for the two votes per voter that may be cast in that election. This has historically been represented in two different ways that are mathematically equivalent to each other.

Races with two seats (i.e. two vacant Council seats with the same term)		
Number of candidates	Original percentage thresholds	As amended by Ordinance 18-52
Fewer than five candidates	40% of (votes cast in the race ÷ 2)	20% of all votes cast in the race
Five or more candidates	35% of (votes cast in the race ÷ 2)	17.5% of all votes cast in the race

Option 1: Retain existing percentage thresholds specified in code where the percentages are calculated based on all votes cast in the race.

Option 2: Amend code to change the calculation to a percentage of votes cast in each race ÷ 2.

The vote totals from the October 2025 election will be used to illustrate how data would be represented under each option.

Option 1: Retain existing percentage thresholds specified in code where the percentages are calculated based on all votes cast in the race. For a race with only one seat available and fewer than 5 candidates, the threshold is 40%. For a race with two seats available and fewer than five candidates, the threshold is 20%.

Candidates – one to be selected City Council 1 Year Term	Homer No. 1 06-230	Homer No. 2 06-240	Absentee/ Questioned/ Special Needs	Total Votes	Percentage of Total Votes Cast (1304) 40% Required to be Elected HCC 4.35.020
PARSONS, Bradley	328	207	264	799	61%
JONES, Michael L.	168	191	136	495	38%
Write-in	4	2	4	10	1%
Total Votes Cast	500	400	404	1304	
Total Registered Voters	2967	2511			
Candidates – Two to be selected City Council 3 Year Term	Homer No. 1 06-230	Homer No. 2 06-240	Absentee/ Questioned/ Special Needs	Total Votes	Percentage of Total Votes Cast (2390) 20% Required to be Elected HCC 4.35.020
DAVIS, Jason	300	227	268	795	33%
HANSEN, Storm P.	259	192	230	681	28%
MINK, John	184	173	126	502	21%
GARVEY, Elias T.	151	150	99	400	17%
Write-in	5	2	5	12	1%
Total Votes Cast	899	744	728	2390	
Total Registered Voters	2967	2511			

Option 2: Amend code to change the calculation to a percentage of votes cast in each race ÷ 2.
 For a race with only one seat available and fewer than 5 candidates, the threshold is 40%. For a race with two seats available and fewer than five candidates, the threshold is 40% of (2390 ÷ 2).

Candidates – one to be selected City Council 1 Year Term	Homer No. 1 06-230	Homer No. 2 06-240	Absentee/ Questioned/ Special Needs	Total Votes	Percentage of Total Votes Cast (1304) 40% Required to be Elected HCC 4.35.020
PARSONS, Bradley	328	207	264	799	61%
JONES, Michael L.	168	191	136	495	38%
Write-in	4	2	4	10	1%
Total Votes Cast	500	400	404	1304	
Total Registered Voters	2967	2511			
Candidates – Two to be selected City Council 3 Year Term	Homer No. 1 06-230	Homer No. 2 06-240	Absentee/ Questioned/ Special Needs	Total Votes	Percentage of Total Votes Cast ÷ 2 (2390/2 = 1195) 40% Required to be Elected (Possible Edit to HCC)
DAVIS, Jason	300	227	268	795	67%
HANSEN, Storm P.	259	192	230	681	57%
MINK, John	184	173	126	502	42%
GARVEY, Elias T.	151	150	99	400	33%
Write-in	5	2	5	12	2%
Total Votes Cast	899	744	728	2390	
Total Registered Voters	2967	2511			

RECOMMENDATION:

Review the options for changes to § 4.35.020 Votes required to be elected. and provide recommendation to the City Manager. If a change is requested, Staff will have a substitute ordinance prepared for the next meeting with those changes.

ATTACHMENTS:

HCC 4.35.020 Votes required to be elected.

January 2, 2026 Press Release from the U.S. Postal Service regarding postmarks

January 26, 2026 Letter from the Kenai Peninsula Borough Clerk terminating the 2024 Revised Memorandum of Agreement for Administering Elections.

4.35.020 Votes required to be elected.

The number of candidates for an office equal to the number of vacancies to be filled who receive the highest number of votes for the office shall be elected; provided, that:

a. To be elected to the office of Mayor or to fill a specific vacant council seat, a candidate must receive at least the plurality of the votes cast for that seat. The plurality of the vote that is required for a candidate to be elected to the office of Mayor or to fill a specific vacant council seat shall be based on the number of qualified candidates who filed declarations of candidacy that remain in effect on the date of the election as follows:

Number of candidates	Percentage of vote
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Less than five	40%
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Five or more	35%
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b. To be elected to the Council, a candidate must receive at least the plurality of the total votes cast for all candidates for Council. The plurality of the vote that is required for a candidate to be elected to the Council shall be based on the number of qualified candidates who filed declarations of candidacy that remain in effect on the date of the election as follows:

Number of candidates	Percentage of vote
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Less than five	20%
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Five or more	17.5%
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c. When filling a vacancy under HCC [2.08.050](#) the following sections will apply:

1. For a single vacant Council seat or a vacancy in the office of Mayor, votes will be counted according to subsection (a) of this section;
2. For two vacant Council seats that are vacated with different terms, votes will be counted according to subsection (a) of this section;
3. For two vacant Council seats that are vacated with the same term, votes will be counted according to subsection (b) of this section.

Postmarking Myths and Facts - Statements - Newsroom - About.usps.com

MYTH: How the Postal Service applies postmarks is changing.

FACT: The Postal Service has not changed and is not changing our postmarking practices, which have been consistent since we began moving away from hand-canceling every item at Post Offices decades ago. Postmarks are generally applied by machines at our originating processing facilities and will continue to be applied at those facilities in the same manner and to the same extent as before. Postmarks applied at those facilities will continue to contain the name or location of the facility that applied the postmark and the date on which the first automated processing operation was performed on that mailpiece.

While we are not changing our postmarking practices, we have made adjustments to our transportation operations that will result in some mailpieces not arriving at our originating processing facilities on the same day that they are mailed. This means that the date on the postmarks applied at our processing facilities will not necessarily match the date on which the customer's mailpiece was collected by a letter carrier or dropped off at a retail location.

As before, a customer can ensure that a postmark is applied to his or her mailpiece, and that the date on the postmark matches the date of mailing, by visiting a Postal Service retail location and requesting a manual (local) postmark at the retail counter when tendering their mailpiece. Manual postmarks will be applied free of charge.

MYTH: The Postal Service has long offered the postmark as a way of proving when mail was sent.

FACT: Customers have used postmarking for their own purposes, but postmarking is not and has not been a service that the Postal Service has provided to the public for such purposes. The postmark has always fundamentally existed to perform functions (including cancelation of postage) internal to Postal Service operations.

Customers who wish to obtain a postmark aligning with the date of mailing may request a manual (local) postmark at a retail location. Customers who wish to retain a record or proof of the date on which the Postal Service first accepted possession of their mailpiece(s) may purchase a Certificate of Mailing. Registered Mail and Certified Mail services also provide mailing receipts for individual mailpieces.

MYTH: The Postal Service didn't notify the public about this update to its language.

FACT: The Postal Service engaged in discussions with customer groups, posted information on our [website](#), and initiated a public notice and comment period in the Federal Register in August 2025, which concluded when the Postal Service published its final notice on this topic, including responses to the comments received, in November 2025. [Federal Register :: Postmarks and Postal Possession](#). The filing also includes details about our efforts to communicate this information with the public and various interest groups. The updated Domestic Mail Manual (DMM) language clarifies our practices so that customers who need a postmark, including a postmark with a date that aligns with the date of mailing, can plan accordingly.

MYTH: Postmarks show when and where the Postal Service took possession of my mail.

FACT: A postmark date does not necessarily indicate the first day that the Postal Service took possession of the mailpiece. Rather, it confirms that the Postal Service accepted custody of a mailpiece, and that the mailpiece was in the possession of the Postal Service on the identified date. Also note that the absence of a postmark does not necessarily imply that the Postal Service did not accept custody of a mailpiece, because the Postal Service does not postmark all mail in the ordinary course of operations and because occasional circumstances may arise where a legible postmark is not applied.

Again, if a customer wants to ensure that their mailpiece receives a postmark, and that the date on the postmark aligns with the date of mailing, the customer may take the mailpiece to a Postal Service retail location and request a manual (local) postmark at the retail counter when tendering their mailpiece. The manual postmark will be applied free of charge.



January 26, 2026

Delivered via email: awoodruff@ci.homer.ak.us

Attention: Amy Woodruff, City Clerk

City of Homer

RE: 2024 Revised Memorandum of Agreement – Administration of Borough and City Elections

Dear City of Homer,

In accordance with Assembly Resolution 2025-045—"A Resolution Terminating the 2024 Revised Memorandum of Agreement Between the Kenai Peninsula Borough and the Cities of Homer, Kenai, Seldovia, Seward and Soldotna, for the Purpose of Intergovernmental Administration of Borough and City Elections"—adopted December 2, 2025, this letter is to provide formal **notice of withdrawal and termination of the 2024 Revised Memorandum of Agreement (MOA) between the KPB and the Cities referenced above. Per Section 5 of the MOA, this withdrawal is effective 4 months from the date of this notice.**

Our intent is to collaborate with all cities within the borough as they, respectively, work through their process for considering an election date that aligns with a November election date. If the City of Homer ultimately does move its election date to November, the intent would be to explore entering into a new elections administration MOA with the City.

Please don't hesitate to contact me if there are any questions.

Sincerely,

Michele Turner, CMC
Borough Clerk



MEMORANDUM

CC-26-049

Ordinance 26-16, an Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Title 4, Elections Sections 4.01.040 Date of election, 4.01.100 Expense, 4.10.010 Declaration of candidacy, 4.10.050 Prohibitions, 4.20.020 Voting procedure at the polls, 4.30.020 Eligibility, 4.30.060 Issuance of ballot by mail or in person, 4.35.010 Review of election documents by Canvass Board, and 4.40.020 Runoff election – date and notice.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: February 13, 2026
From: Councilmember Davis

As we prepare for introduction of the ordinance updating election code, I wanted to suggest one additional item that might be worth including while we already have election procedures open for revision: clarifying how election result percentages are reported in City Council races where voters may select more than one candidate.

In our current reporting format, percentages are calculated as a share of total votes cast. Because each voter normally selects up to two candidates, the percentages shown for each candidate often appear unusually low (for example, candidates winning with 20 or 22% of the vote), which is confusing to the public and media and can unintentionally understate apparent voter support.

A clearer approach — and one that many jurisdictions use in multi-seat elections — is to report the percentage of voters who selected each candidate, which is calculated by dividing votes received by the total number of ballots cast.

This method also avoids the issue we have encountered in the past when attempting to normalize percentages by doubling vote share, which becomes inaccurate if some voters choose only one candidate.

Because the ordinance already revises multiple election sections, this may be a good opportunity to include language (or direction to the clerk) clarifying how percentages are to be presented in official reporting so that future election results are easier for the public to understand.

I think this could also be handled through administrative direction rather than substantive code change, but incorporating it now would provide clarity and consistency going forward.

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

ORDINANCE 26-16(A)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING HOMER CITY CODE TITLE 4, ELECTIONS SECTIONS 4.01.040 DATE OF ELECTION, 4.01.100 EXPENSE, 4.10.010 DECLARATION OF CANDIDACY, 4.10.050 PROHIBITIONS, 4.20.020 VOTING PROCEDURE AT THE POLLS, 4.30.020 ELIGIBILITY, 4.30.060 ISSUANCE OF BALLOT BY MAIL OR IN PERSON, 4.35.010 REVIEW OF ELECTION DOCUMENTS BY CANVASS BOARD, AND 4.40.020 RUNOFF ELECTION – DATE AND NOTICE.

WHEREAS, the City of Homer has historically collaborated with the Kenai Peninsula Borough on elections administration, including shared costs for ballot programming, ballot printing, election equipment and election workers; and

WHEREAS, On October 7, 2026, Kenai Peninsula Borough (KPB) Voters approved KPB Ballot Proposition No. 5 moving the Borough election date from October to November; and

WHEREAS, As a result of the election date change Kenai Peninsula Borough Resolution 2025-045 terminated the Memorandum of Agreement that provided for intergovernmental administration of Borough and City Elections; and

WHEREAS, The City’s costs to administer local elections would increase significantly if the October election date is maintained; and

WHEREAS, Several other amendments to elections code were identified while reviewing Title 4 in preparation for introducing this date change ordinance.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code 4.01.040 Date of election is hereby amended as follows:

4.01.040 Date of election.

37 Regular City elections shall be held on the first Tuesday **after the first Monday in November**
38 ~~in October~~ of each year. Special elections may be held on any Tuesday during the year, and
39 are called by resolution of the Council providing for at least 20 days' notice pursuant to AS
40 Title 29.

41
42 Section 2. Homer City Code 4.01.100 Expenses is hereby amended as follows:

43
44 4.01.100 Expenses.
45 The City shall pay all necessary election expenses, including those of securing polling places
46 and providing ballot boxes, ballots, voting booths or screens, national flags and other
47 supplies and any wages due election officials unless otherwise provided by this code. The City
48 shall pay each election official the hourly rate for similar election officials for **Kenai Peninsula**
49 **Borough State** elections for the time spent at their election duties, including the receiving of
50 instruction.

51 Section 3. Homer City Code 4.10.010 Declaration of candidacy is hereby amended as
52 follows:

53
54 4.10.010 Declaration of candidacy.
55 a. Time. A person declares candidacy for an elective City office by filing a declaration of
56 candidacy with the City Clerk on or after **September** ~~August~~ 1st and not later than 4:30 p.m.
57 on **September** ~~August~~ 15th; provided, that if **September** ~~August~~ 15th is a Saturday or Sunday,
58 a declaration of candidacy may be filed no later than 4:30 p.m. on the following Monday.

59
60 b. Filing. A declaration of candidacy may be filed with the City Clerk by electronic
61 transmission; provided, that the original signed and notarized declaration is delivered to the
62 City Clerk no later than the close of the filing period. If the City Clerk has not received the
63 original signed and notarized declaration before the close of the filing period, the candidate's
64 name shall not appear on the ballot.

65
66 c. Notice. At least one week preceding the candidate filing period, the City Clerk shall publish
67 a notice announcing that candidacy declarations are available, naming offices and the terms
68 that are open on the next regular election day. The notice shall include:

- 69 1. Candidate qualifications.
- 70 2. Time for filing declarations.
- 71 3. Where to file declarations.

72

73 d. Declaration. The City Clerk shall provide a form for declaration purposes which will include
74 candidate's name, residence address, mailing address and telephone number; a statement of
75 City residence, voter qualifications and the name of the office and the date of the election to
76 which he declares himself a candidate; the term of office; and a statement of acceptance of
77 the office if elected and an acknowledgment of compliance with the State of Alaska
78 Campaign Disclosure Law. The declaration will be signed and dated by the candidate and
79 sealed by a notary. The candidate's name shall be printed as specified on the declaration for
80 candidacy (see ballot form in HCC 4.15.010 for prohibitions).

81

82 Section 4. Homer City Code 4.10.050 Prohibitions is hereby amended as follows:

83

84 4.10.050 Prohibitions.

85 a. A person may not serve simultaneously as Mayor, Council member, Commissioner or
86 **member of the Library Advisory Board. ~~Board Member.~~** ~~member of the Library Advisory~~
87 ~~Board.~~

88

89 b. No elected municipal official may hold any other municipal office, or municipal
90 employment or elected position in the State or Federal government while in office.

91

92 c. A person elected or appointed to the office of City Mayor or City Council member may not
93 be a candidate for another elected City office or for another term for the same City office,
94 except as follows:

95 1. A person holding such City office may be a candidate for election to the same or a
96 different City office during the last year of the person's term of office; and

97 2. A person who resigned from the office of City Mayor or City Council may be a
98 candidate for the same City office only during or after the last year of the term from
99 which the person resigned; and

100 3. At any time a person may be a candidate for the office of City Mayor while
101 simultaneously serving as a City Council member, but if elected such person must
102 resign the office of City Council prior to assuming the office of Mayor.

103

104 d. A candidate for municipal office who has complied with HCC 4.10.010 may not solicit or
105 accept a financial contribution from the City Manager or an employee of the City.

106

107 Section 5. Homer City Code 4.20.020 Voting procedure at the polls is hereby amended
108 as follows:

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- 4.20.020 Voting procedure at the polls.
- a. Before issuing any ballots, the election board must, in the presence of any persons assembled at the polling place, open and exhibit the ballot box to be used at the polling place. The ballot box then shall be closed and locked and shall not be opened again or removed from the polling place until the polls have closed.
- b.
1. Before being allowed to vote, each voter shall exhibit to an election judge one form of identification, including but not limited to an official voter registration card, driver's license, birth certificate, passport, or hunting or fishing license;
 2. An election judge may waive the identification requirement if he knows the identity of the voter;
 3. A voter who cannot exhibit a required form of identification shall be allowed to vote a questioned ballot.
- c. The judges shall keep a register or registers in which each voter, before receiving his ballot, shall sign his name and give both his residence and mailing address. A record shall be kept in the registration book in the space provided of the name of the person who offered to vote but who actually did not vote, and a brief statement of explanation. The signing of the register constitutes a declaration by the voter that he is qualified to vote. If any election official present believes that the voter is not qualified, he shall immediately question the voter according to the procedure outlined in subsection (i)(1) of this section. If the voter's polling place is in question, a voter shall be allowed to vote, and any election official shall consider the ballot as a questioned ballot.
- d. When the voter is qualified to vote, the election judge shall give him an official ballot.
- e. Each voter shall retire alone to a booth or private area to mark his ballot. If a voter is blind or otherwise physically unable to mark his ballot alone, he may request assistance and it may be permitted pursuant to AS 15.15.240. Immediately after marking the ballot, the voter shall place the ballot in the secrecy sleeve to conceal the manner in which the ballot is marked. In all cases the ballot shall be deposited in the ballot box by the voter himself, in the presence of the election judge, unless the voter requests the judge to deposit the ballot on his behalf.
- f. If a voter improperly marks or otherwise damages a ballot, he shall return it to the election officials, concealing the manner in which it is marked, and shall request a new ballot. The

145 election officials shall record and retain the ballot number and destroy the spoiled ballot. A
146 new ballot shall be issued to the voter. A voter may request replacement of a spoiled ballot no
147 more than three times.

148
149 g. Prohibiting the Count of Exhibited Ballots. No election official may allow a ballot to be
150 placed in the ballot box which he knows to have been unlawfully exhibited by the voter. A
151 ballot unlawfully exhibited shall be recorded and treated as a spoiled ballot.

152
153 h. Fifteen minutes before closing the polls, the time remaining before such closure shall be
154 proclaimed. When the polls are closed for the purposes of voting, that fact shall likewise be
155 proclaimed and thereafter no ballot shall be issued except to those voters who were present
156 and waiting their turn to go through the voting procedure at the time prescribed for closing
157 the polls.

158
159 i. Questioned Ballot Procedure.

160 1. Every elected official shall question, and every watcher and other person qualified
161 to vote in the precinct may question a person attempting to vote if the questioner has
162 good reason to suspect that the questioned person is not qualified to vote. All
163 questions regarding the person's qualifications to vote shall be made in writing,
164 setting forth the reason for the **question. challenge**. A questioned person, before
165 voting, shall provide the information required to vote a questioned ballot and shall
166 subscribe to an oath and affidavit, provided by the Clerk on the questioned voter oath
167 and affidavit envelope, attesting to the fact that in each particular case the person
168 meets all the qualifications of a voter, that he is not disqualified, and that he has not
169 voted previously at the same election. After the questioned person has taken the oath
170 and signed the affidavit, the person may vote. If the questioned person refuses to
171 provide the information required to vote a questioned ballot or refuses to take the
172 oath or sign the affidavit, the person may not vote.

173 2. A questioned voter shall vote his ballot in the same manner as prescribed for other
174 voters. Except that the questioned voter shall insert his ballot into the secrecy sleeve
175 and then into the oath and affidavit envelope for questioned voters provided by the
176 City Clerk. This envelope shall be sealed and deposited in the ballot box. When the
177 ballot box is opened these envelopes shall be segregated for delivery to the counting
178 center/election central along with the registration books or logs, etc.

179
180 Section 6. Homer City Code 4.30.020 Eligibility is hereby amended as follows:

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4.30.020 Eligibility.

At any election, a qualified voter may vote an absentee ballot for the precinct in which he resides and is registered.:

- ~~a. If he believes that he will be unavoidably absent from his voting precinct on election day.~~
- ~~b. If he will be unable to be present at the polls because of physical disability.~~

Section 7. Homer City Code 4.30.040 Absentee voter at polls is hereby amended as follows:

4.30.040 Absentee voter at polls.

Should an absentee voter present himself to vote on election day, he must present his absentee ballot to the judges before receiving a ballot. He shall vote a ~~challenged~~ **questioned** ballot if his absentee ballot is not presented. The judge or judges of an election shall return the unused absentee voter’s ballot with the other voting materials of the precinct and this shall be duly noted by the precinct chair on the narrative form provided.

Section 8. Homer City Code 4.30.060 Issuance of ballot by mail or in person is hereby amended as follows:

4.30.060 Issuance of ballot by mail or in person.

Before delivering any ballot, the Clerk shall verify the applicant’s right to vote and may require the applicant to comply with the ~~challenged~~ **questioned** ballot procedure. Upon issuing an absentee ballot, the Clerk shall note the date of delivery, mailing or electronic transmission, either on the in-person oath and affidavit envelope or on the application for absentee ballot. The Clerk shall have available for public inspection the names and addresses of persons who voted absentee.

Section 9. Homer City Code 4.35.010 Review of election documents by Canvass Board is hereby amended as follows:

4.35.010 Review of election documents by Canvass Board.

- a. The Clerk shall, subject to confirmation of the City Council, appoint a Canvass Board of as many members as required to accomplish the canvass in reasonable time. All members of the election Canvass Board, before entering upon their duties, must subscribe to the oath

217 required of all public officers by the Constitution of the State of Alaska in the manner
218 prescribed by the Clerk. The Canvass Board will review the preliminary certificates of election
219 and all official documents of the precinct election boards and the counting center boards.
220

221 b. Not later than the Monday following each election, the Canvass Board shall meet in public
222 session and canvass all election returns. The Canvass Board may be recessed from day to day,
223 but not more than three such recesses. In full view of those present, the election Canvass
224 Board shall judge the applicability of absentee and questioned ballots, shall open and tally
225 those accepted, and shall compile the total votes cast in the election. The canvass of ballots
226 counted by the counting center shall be accomplished by reviewing the tallies of the recorded
227 vote to check for mathematical error by comparing totals with the counting center logs and
228 certificates of results. All obvious errors found by the election canvass in the transfer of totals
229 from the precinct tally sheets to the precinct certificate of results shall be corrected by the
230 Canvass Board. A mistake which has been made in precinct returns from the tallies to the
231 certificate of results empowers the Canvass Board to recommend a recount of the results of
232 the precinct or precincts for that portion of the returns in question.
233

234 c. To be counted in the election, an absentee ballot by mail must be postmarked by midnight
235 of election day and received by the Clerk before the canvass. Envelopes of absentee ballots by
236 mail received after that time shall not be opened, but shall be marked "invalid" with the date
237 and hour of receipt noted thereon, and shall be retained with other ballots of the election. An
238 absentee ballot that is returned by electronic transmission must be received by the Clerk not
239 later than 8:00 p.m. on election day in order to be counted. When the Clerk receives a
240 completed absentee ballot by electronic transmission, the Clerk will remove the ballot
241 portion of the transmission from the portion that identifies the voter; place the ballot portion
242 in a secrecy sleeve and seal the secrecy sleeve; place the sealed secrecy sleeve in an envelope
243 of the type used for absentee ballots returned by mail and seal that envelope; attach the
244 voter identification portion to the outer envelope; and forward the sealed outer envelope to
245 the Canvass Board.
246

247 d. Questioned and absentee ballots shall be counted as follows: No questioned or absentee
248 ballot by mail shall be counted if the voter has failed to properly execute the certificate, if the
249 witness or the officer or other person authorized by law to administer the oath fails to affix his
250 signature, or if the voter fails to enclose his marked ballot inside the small envelope or
251 secrecy sleeve provided. No absentee ballot by electronic transmission shall be counted if the
252 voter has failed to properly execute the certificate, or if the witness or the officer or other

253 person authorized by law to administer the oath fails to affix his signature. The Clerk or a
254 member of the election Canvass Board may challenge the name of an absentee voter if he has
255 good reason to suspect that the voter is not qualified to vote, is disqualified, or has already
256 voted at the same election. The person making the **challenge** ~~questioned ballot~~ shall specify
257 the basis of the challenge for the record. The Canvass Board, by majority vote, may refuse to
258 accept the challenge and count the ballot of a person properly challenged. If the ballot is
259 refused, the Clerk shall notify the challenged voter by letter within four weeks of the canvass.
260 All rejected ballots shall be enclosed in a separate envelope and shall be labeled “rejected
261 ballots” retained with other materials of the election. If the ballot is not rejected, the large
262 envelope shall be opened, the small inner envelope or secrecy sleeve shall be placed in a
263 container and mixed with other blank absentee ballot envelopes, or in the case of counting
264 questioned ballots with other blank questioned ballot envelopes, the mixed small blank
265 envelopes or secrecy sleeves shall be drawn from the container, opened, and the ballots
266 counted according to the rules of determining properly marked ballots.

267
268 Section 10. Homer City Code 4.40.020 Runoff Election – Date and notice is hereby
269 amended as follows:

270
271 4.40.020 Runoff election – Date and notice.

272 a. If a runoff election is required due to the outcome of a regular election, the runoff election
273 shall be held on the Tuesday after the first Monday in **December.** ~~November.~~ If a runoff
274 election is required due to the outcome of a special election, the runoff election shall be held
275 on the fourth Tuesday following the special election.

276
277 b. At least five days prior to the election, the City Clerk shall post notice of a runoff election in
278 three public places and publish it once in a newspaper of general circulation in the City. The
279 notice shall be in substantially the same form as the notice required for regular and special
280 elections set forth at HCC 4.01.050.

281
282 Section 11. This ordinance shall take effect upon its adoption by the Homer City
283 Council.

284
285 Section 12. This ordinance is of a permanent and general character and shall be
286 included in the City Code.

287
288 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this _____ day of _____, 2026

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ATTEST:

AMY WOODRUFF, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

Introduction:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER

RACHEL LORD, MAYOR



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: March 4, 2026
SUBJECT: City Manager's Report for March 9, 2026 Council Meeting

Heath Street Crosswalk

At the last meeting we heard from a citizen emphasizing the on-going desire for a crosswalk on Heath Street between the library and post office and asking why the City hasn't done anything yet. An area of concern is the grade of the road in that section has approximately a 9% grade and the maximum allowable grade for a crosswalk is 5%, according to the [US Access Board Public Right-of-Way Accessibility Guidelines](#). Public Works has an alternate location for a temporary crosswalk that would cross from the sidewalk closer to the police station and over to the back entrance of the library off Heath Street, where the grade is more in line with accessibility standards. In the picture below the red lines indicate the location and the red circles indicate location of signage. All that's needed now is warmer weather for laying the paint.



Homer Education and Recreation Campus (HERC) Cleanup Community Meeting

On 2/12/26 the City held a meeting about the HERC buildings at the college. A combination of Council, staff, Commissioners and interested public attended in person and via zoom; about 33 people in total. The meeting focused on the HERC buildings in Homer, discussing their current state and potential future options. Flannery Ballard from the State of Alaska DEC Brownfields Program presented information on brownfields and the options available for addressing hazardous materials in the HERC buildings. She explained that while the soil around the buildings was not contaminated, the buildings contain hazardous building materials like lead-based paint and asbestos, with PCBs present in some materials. The cost of removing the buildings could be as high as \$10 million due to the PCB disposal requirements. The city has already taken some interim measures to address lead paint in the buildings. The discussion explored options for pursuing funding through EPA grants and federal appropriations, as well as the possibility of partnering with the borough for remediation. The community expressed concerns about the buildings' condition and the need for forward momentum on addressing them.

HERC Closure March 2-29 for Gymnasium Floor Repairs

The HERC (Homer Education and Recreation Complex) will be temporarily closed March 9-29 due to the gymnasium floor repair, repainting and refinishing project. All City of Homer Community Recreation classes, drop in classes and reservations will be cancelled during this time. We look forward to re-opening hopefully by March 30 with an improved floor surface with newly painted court lines. A special thanks to the [Homer Pickleball Club](#) for their generous support in making this project happen.

Natural Gas Line Homer Extension Surcharge

In 2013 the City of Homer engaged in a city-wide special assessment district project to bring natural gas through Homer for city residents to have access to. \$12,700,000 was financed through the Kenai Peninsula Borough and was repaid by Homer residents through the special assessment district. There was approximately \$2.55 million in costs that were accrued by Enstar and the Homer Extension Surcharge of \$1 per McF on customer bills to recover those costs. The surcharge is applied to all gas sales and transportation service bills for gas delivered in the Homer Extension Surcharge area until the net total actual costs associated with the Anchor Point to Homer pipeline are recovered or until June 30, 2032, whichever is earlier. I chatted with former Mayor Castner who was part of the successful effort in 2019 to recalculate cost of the surcharge to ratepayers, he explained the surcharge is paid for proportionately by users. The KPB proportional amount is roughly 45% when considering the hospital, schools, and other facilities costs. City residents and Kachemak City residents who are connected pay a proportionate share through their monthly bills.

Comprehensive Plan Status Update

The 2045 Homer Comprehensive Plan is currently in the approval process with the Kenai Peninsula Borough (KPB). On February 17, 2026, the KPB Assembly introduced the Comprehensive Plan, scheduling it for a public hearing. On February 23, 2026, the KPB Planning Commission unanimously recommended adoption of the Comprehensive Plan to the KPB Assembly. The public hearing with the KPB Assembly is scheduled for March 17, 2026.

Homer Public Library 20th Anniversary Events

The Library Advisory Board has been working on a series of events that began in January and will run through September 19th, the 20th anniversary of the opening of the new Homer Public Library. Yes, it's already been 20 years! Throughout the year the Porcupine Theater will be showing movies based on books, including previously run *The Chronology of Water* and *Hamnet*, and upcoming showings of *Gone with the Wind*, *Sense and Sensibility*, *Murder on the Orient Express*, *George*, *Matilda*, *The Lion, the Witch, and the*

Wardrobe, and To Kill a Mockingbird (did you know the library has a limited number of free movie passes available for library card holders?). The Board is also working on putting together a Library Trivia Night, a Round-Table and Public Input Session, Bookmobile Visits, July 4th Parade display, and other fun events leading up to the September 19th Anniversary Party.

City Manager Meetings and Events:

February 16-20 Juneau Meetings with Legislators

February 26th – Meeting with APRA Insurance Liaison

February 27th- Meeting with Jennifer Norton re: Pier One

March 5th- Kenai Peninsula Borough Municipal Managers Meeting

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

Attachments:

Homer Extension Surcharge Information Page from 2023 Adjustment to Rate Schedules Binder

AKDOT Sterling Highway MP 157-169 (Anchor Point to Baycrest Hill) Project Update



ENSTAR Natural Gas Company, LLC

§2403 Homer Extension Surcharge

**Page from 2023 Rate Schedule Change Binder

§2403a The Homer Extension Surcharge is a surcharge applied to all Gas Sales and Transportation Service bills for Gas delivered in the Homer Extension Surcharge Area until the Net Total Actual Costs associated with the Anchor Point to Homer pipeline (the “Homer Extension”) are recovered or until June 30, 2032, whichever is earlier.

§2403b The Net Total Actual Costs for the Homer Extension include total net construction costs of \$2,550,000, rate of return and income taxes and the amortization of Accrued Carrying Costs. The rate of return used will be the most recent cost of debt for the Company approved or accepted by the Commission. Accrued Carrying Costs (accrued rate of return and income taxes net of excess accumulated deferred income taxes related to the Homer Extension Surcharge) of \$757,177 as of December 31, 2018, will be amortized over 13 ½ years as part of Net Total Actual Costs.

§2403c Homer Extension Surcharge \$1.00 per Mcf
(\$0.10 Per Ccf)

§2403d The Utility shall provide the parties from Docket U-19-014 and the Commission with a quarterly accounting of the collection of the Surcharge within 30 days after the end of each calendar quarter while the surcharge is in effect. It will file an annual accounting at the same time that it files its annual report to the Commission.

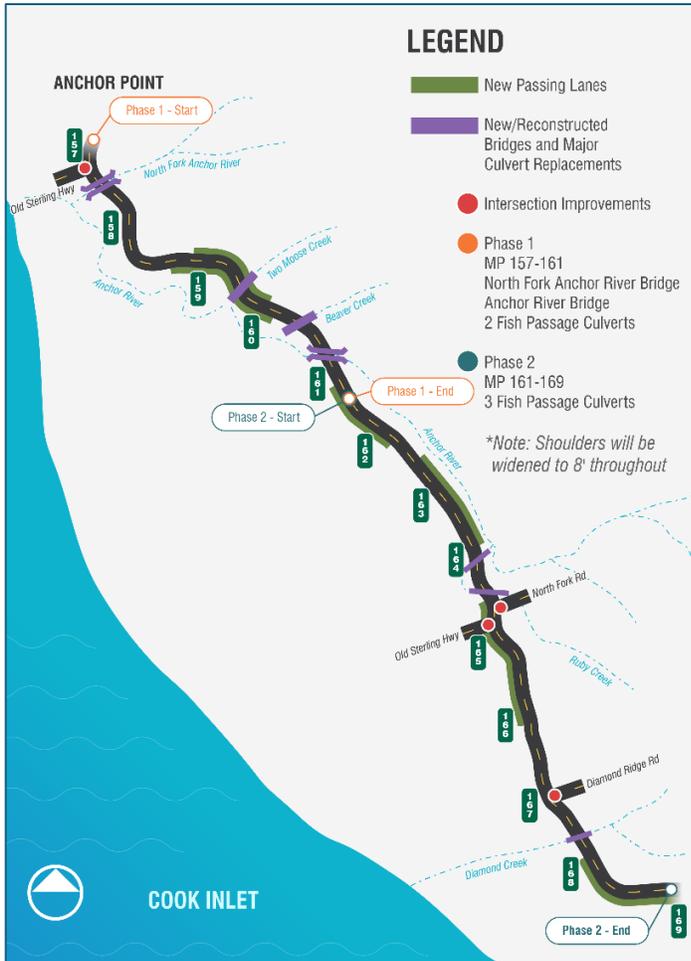
§2403e The Homer Extension Surcharge Area is that portion of the Company's certificated service area (Area 6) more fully delineated as:

- Township 4 South, Range 10 West, Sections: 30 and 31
 - Township 4 South, Range 11 West, Sections: 13 - 15, 20 - 28, and 33 - 36
 - Township 5 South, Range 11 West, Sections: 2 - 9 and 17 - 20
 - Township 5 South, Range 12 West, Sections: 7 - 35
 - Township 5 South, Range 13 West, Sections: 7 - 36
 - Township 5 South, Range 14 West, Sections: 13 - 36
 - Township 5 South, Range 15 West, Sections: Those portions of 3 and 4 South and West of the Anchor River, 5, 8, 9, those portions of 10, 11 and 12 South and West of the Anchor River, 13 - 16, 21-27, and 35 - 36
 - Township 6 South, Range 12 West, Sections: 4 - 7
 - Township 6 South, Range 13 West, Sections: 1 - 12, 14 - 23, 26 -29, and 34 - 36
 - Township 6 South, Range 14 West, Sections: 1 - 17, and 22 - 24
 - Township 6 South, Range 15 West, Sections: 1
 - Township 7 South, Range 13 West, Sections: 1 and 2
- (All the above with reference to the Seward Meridian)

Pursuant to Order Nos. U-22-032(8) and U-22-032(8E) Effective: September 27, 2023

Issued By: ENSTAR Natural Gas Company, LLC

Sterling Highway MP 157-169 (Anchor Point to Baycrest Hill) Project Update



Alaska DOT recently sent out an update on the Sterling Highway - Anchor Point to Baycrest Hill project.

Presently, they are completing utility relocation agreements. Construction of Phase 1, from Anchor Point to MP 161, just south of the Anchor River bridge, will begin in 2026 and continue through 2028. Phase 2, from MP 161 to Baycrest Hill is scheduled to begin in 2027.

The project includes new pavement and earthwork, replacing bridges and culverts, creating passing lanes, widening shoulders, realigning curves and improving intersections.

Residents can learn more and submit public comments throughout the project at the project website: <https://www.sterlinghwyp157-169.com/>



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: March 9, 2026
SUBJECT: March 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.

Matt Clarke	Port	25	Years
Elton Anderson	Port	20	Years
Angie Kalugin	Finance	11	Years
Elizabeth Fischer	Finance	9	Years
Kurt Read	Port	9	Years
Matt Smith	Library	8	Years
Mike Parish	Public Works	5	Years
Bill Jirsa	IT	3	Years
Brad Gullikson	Police	2	Years
Rafael de la Uz	Admin	1	Year

Financial Report - FY26 2nd Quarter
Provided March 9, 2026

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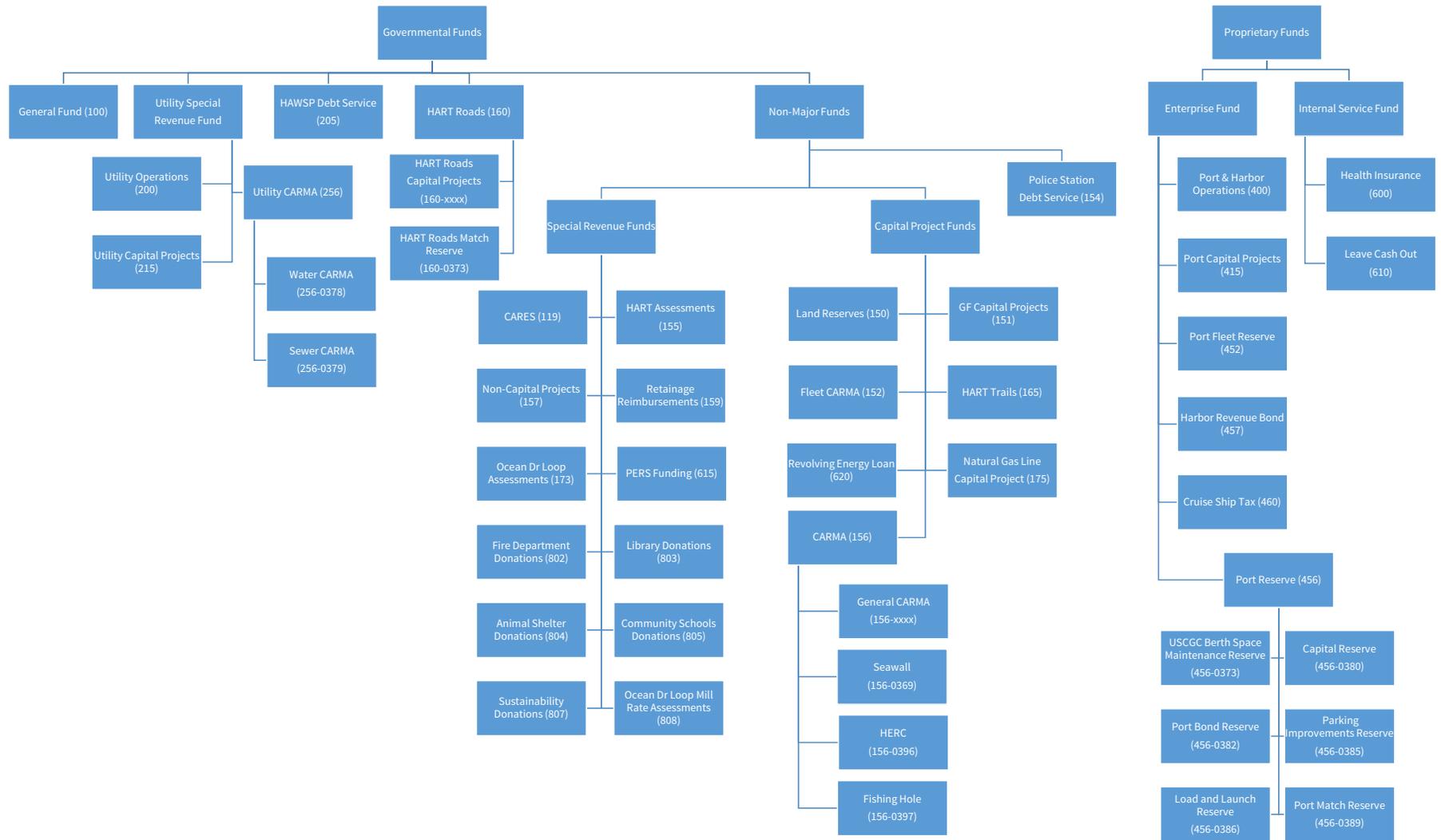
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City of Homer
Financial Reporting Schedule
for Calendar Year 2026

Dates	Event
1/12/2026	FY26 1st Quarter Report
1/26/2026	Monthly FY26 Year-To-Date (YTD) Report
2/9/2026	
2/23/2026	Monthly FY26 YTD Report
3/9/2026	FY26 2nd Quarter Report
3/23/2026	Monthly FY26 YTD Report
4/13/2026	
4/27/2026	Monthly FY26 YTD Report
5/11/2026	
5/26/2026	Monthly FY26 YTD Report
6/8/2026	FY26 3rd Quarter Report
6/22/2026	Monthly FY26 YTD Report
7/27/2026	Monthly FY26 Year-End Report - Preliminary
8/10/2026	
8/24/2026	Monthly FY27 YTD Report
9/14/2026	FY26 4th Quarter Report
9/28/2026	Monthly FY27 YTD Report
10/12/2026	
10/26/2026	Monthly FY27 YTD Report
11/9/2026	
11/23/2026	Monthly FY27 YTD Report



Fund Balance Report
Actuals through Quarter Ending December 2025

Fund Name	Fund #	FY24 Actual	FY25 Actual	FY26 YTD	Obligated	Available
General	100	7,787,967	7,794,307	12,367,445	5,708,138	6,659,307
Utility Operations	200	878,690	1,101,525	2,150,727	944,405	1,206,322
Utility Capital Projects	215	(894,658)	(1,963,491)	(877,634)		(877,634)
Utility Reserves	256	3,514,147	3,716,956	3,312,307	1,198,666	2,113,641
HAWSP Debt Service	205	7,400,377	9,238,002	9,865,763	195,000	9,670,763
HART Roads	160	5,698,768	5,252,830	5,062,789	4,067,137	995,652
CARES	119	2,235	-	-		-
Police Station Debt Service	154	2,032,027	2,696,826	3,237,686		3,237,686
HART Assessments	155	1,218,727	677,178	677,284		677,284
Non-Capital Projects	157	25,521	26,786	51,759		51,759
Retainage Reimbursements	159	-	-	-		-
Seawall Assessments	173	302,875	912,089	915,937		915,937
PERS Funding	615	303,621	317,600	323,040		323,040
Fire Department Donations	802	38,213	43,476	44,170		44,170
Library Donations	803	189,184	187,423	190,634		190,634
Animal Shelter Donations	804	335	353	358		358
Community Schools	805	269	336	3,743		3,743
Sustainability	807	17,079	17,865	18,171		18,171
Ocean Dr Loop Assessments	808	46,409	51,619	55,360		55,360
Land Reserves	150	386,415	251,652	245,874	16,668	229,205
Capital Projects	151	300,997	(222,252)	(367,619)		(367,619)
GF Fleet CARMA	152	740,647	521,445	734,386	583,056	151,330
GF CARMA	156	1,651,044	2,147,879	1,707,131	613,010	1,094,121
Community Rec Center	158	900,000	1,352,962	1,366,137		1,366,137
HART Trails	165	1,043,034	1,248,285	1,280,987	610,135	670,852
Gas Line	175	300,203	459,329	474,749		474,749
Energy Revolving Loan	620	411,776	315,691	315,691		315,691
Total By Fund - Governmental		<u>\$ 34,295,902</u>	<u>\$ 36,146,670</u>	<u>\$ 43,156,875</u>	<u>\$ 13,936,216</u>	<u>\$ 29,220,659</u>
Port & Harbor Operations**	400	2,446,524	4,044,588	6,120,623		6,120,623
Port Capital Projects	415	974,396	847,696	104,767		104,767
Port Fleet Reserves	452	87,410	117,158	117,158	8,305	108,853
Port Reserves	456	4,041,610	4,499,934	4,590,271	2,135,350	2,454,922
Port Bonds	457	(1,967,192)	(1,626,563)	(1,646,170)		(1,646,170)
Cruise Ship Landing Tax	460	(35,093)	(35,093)	(35,093)		(35,093)
Total By Fund - Enterprise		<u>\$ 5,547,655</u>	<u>\$ 7,847,720</u>	<u>\$ 9,251,557</u>	<u>\$ 2,143,655</u>	<u>\$ 7,107,903</u>
Health Insurance	600	243,104	(149,505)	(303,794)		(303,794)
Leave Cash Out	610	(122,404)	(169,963)	(361,982)		(361,982)
Total By Fund - Internal Service		<u>\$ 120,701</u>	<u>\$ (319,468)</u>	<u>\$ (665,777)</u>	<u>\$ -</u>	<u>\$ (665,777)</u>
Total By Fund - All Combined		<u>\$ 39,964,257</u>	<u>\$ 43,674,922</u>	<u>\$ 51,742,655</u>	<u>\$ 16,079,870</u>	<u>\$ 35,662,785</u>

**Determined by formula: Current Assets - Current Liabilities

Fund Balance Report

General Fund CARMA		Prelim	Actuals 7/1/25 through 12/31/25			Prelim	Encumbered	Available
Fund # - Account #	Account Name	Ending Balance FY 2025	Transferred In/(out)	Other Income	Expenditures	YTD Balance FY 2026		
156-0369	Seawall	70,383	-	-	-	70,383	900	69,483
156-0372	ADA	60,000	-	-	-	60,000	-	60,000
156-0375	General	406,273	(117,672)	174,480	-	463,080	-	463,080
156-0384	City Hall	56,122	-	-	-	56,122	55,302	820
156-0385	Recreation	21,436	-	-	199	21,237	653	20,584
156-0387	Community Development	265,859	-	-	64,781	201,078	144,272	56,806
156-0388	Airport	31,000	-	-	-	31,000	-	31,000
156-0390	Library	43,119	-	-	-	43,119	26,561	16,558
156-0393	Fire	51,017	-	-	1,685	49,333	37,327	12,005
156-0394	Police	77,135	-	-	50,962	26,172	18,558	7,615
156-0395	Public Works	598,890	65,000	-	438,376	225,513	212,052	13,461
156-0396	HERC	266,000	-	-	1,543	264,457	13,637	250,820
156-0397	Fishing Hole	91,351	-	-	1,713	89,638	18,287	71,351
156-0398	IT	104,537	44,000	-	47,297	101,240	80,703	20,537
156-0399	Sister City	4,757	-	-	-	4,757	4,757	0
Total		2,147,879	(8,672)	174,480	606,556	1,707,131	613,010	1,094,121

General Fund Fleet CARMA		Prelim	Actuals 7/1/25 through 12/31/25			Prelim	Encumbered	Available
Fund # - Account #	Account Name	Ending Balance FY 2025	Transferred In/(out)	Other Income	Expenditures	YTD Balance FY 2026		
152-0375	General	15,392	-	-	-	15,392	-	15,392
152-0380	Administrative	20,000	-	-	-	20,000	-	20,000
152-0381	Fire	161,461	-	-	37,059	124,402	42,098	82,304
152-0382	Police	150,120	-	-	-	150,120	150,000	120
152-0383	Public Works	174,472	338,662	-	88,662	424,472	390,958	33,514
Total		521,445	338,662	0	125,721	734,386	583,056	151,330

Water & Sewer CARMA		Prelim	Actuals 7/1/25 through 12/31/25			Prelim	Encumbered	Available
Fund # - Account #	Account Name	Ending Balance FY 2025	Transferred In/(out)	Other Income	Expenditures	YTD Balance FY 2026		
256-0378	Water	2,590,264	(31,873)	17,327	375,557	2,200,162	962,404	1,237,757
256-0379	Sewer	1,126,691	(31,873)	17,327	-	1,112,146	236,262	875,884
Total		3,716,956	(63,746)	34,654	375,557	3,312,307	1,198,666	2,113,641

Port & Harbor Depreciation Reserve		Prelim	Actuals 7/1/25 through 12/31/25			Prelim	Encumbered	Available
Fund # - Account #	Account Name	Ending Balance FY 2025	Transferred In/(out)	Other Income	Expenditures	YTD Balance FY 2026		
456-0380	P & H Reserve	1,493,896	-	157,886	83,699	1,568,083	768,649	799,435
456-0386	Load and Launch Reserve	343,567	-	-	-	343,567	-	343,567
456-0389	Match Reserve	2,493,675	-	-	-	2,493,675	1,366,701	1,126,974
456-0373	USCGC Berth Space	168,795	-	16,150	-	184,945	0	184,945
Total		4,499,934	0	174,036	83,699	4,590,271	2,135,350	2,454,921

Port & Harbor Fleet Reserve		Prelim	Actuals 7/1/25 through 12/31/25			Prelim	Encumbered	Available
Fund # - Account #	Account Name	Ending Balance FY 2025	Transferred In/(out)	Other Income	Expenditures	YTD Balance FY 2026		
452-0374	P & H Fleet	117,158	-	-	-	117,158	8,305	108,853
Total		117,158	0	0	0	117,158	8,305	108,853

HART Roads		Prelim	Actuals 7/1/25 through 12/31/25			Prelim	Encumbered	Available
Fund #	Fund Name	Ending Balance FY 2025	Transferred In/(out)	Other Income	Expenditures	YTD Balance FY 2026		
160	HART Roads	4,752,830	(149,917)	1,356,370	1,396,494	4,562,789	4,067,137	495,652
160	HART Roads Match	500,000	-	-	-	500,000	0	500,000
Total		5,252,830	(149,917)	1,356,370	1,396,494	5,062,789	4,067,137	995,652

HART Trails		Prelim	Actuals 7/1/25 through 12/31/25			Prelim	Encumbered	Available
Fund #	Fund Name	Ending Balance FY 2025	Transferred In/(out)	Other Income	Expenditures	YTD Balance FY 2026		
165	HART Trails	1,248,285	(125,000)	160,246	2,544	1,280,987	610,135	670,852
Total		1,248,285	(125,000)	160,246	2,544	1,280,987	610,135	670,852

General Fund Unassigned Fund Balance		Prelim	Actuals 7/1/25 through 12/31/25			Prelim	Encumbered	Available
Fund #	Fund Name	Ending Balance FY 2025	Transferred In/(out)	Other Income	Expenditures	YTD Balance FY 2026		
100	GF Unassigned FB	2,629,289	-	-	-	2,629,289	324,759	2,304,530
Total		2,629,289	0	0	0	2,629,289	324,759	2,304,530

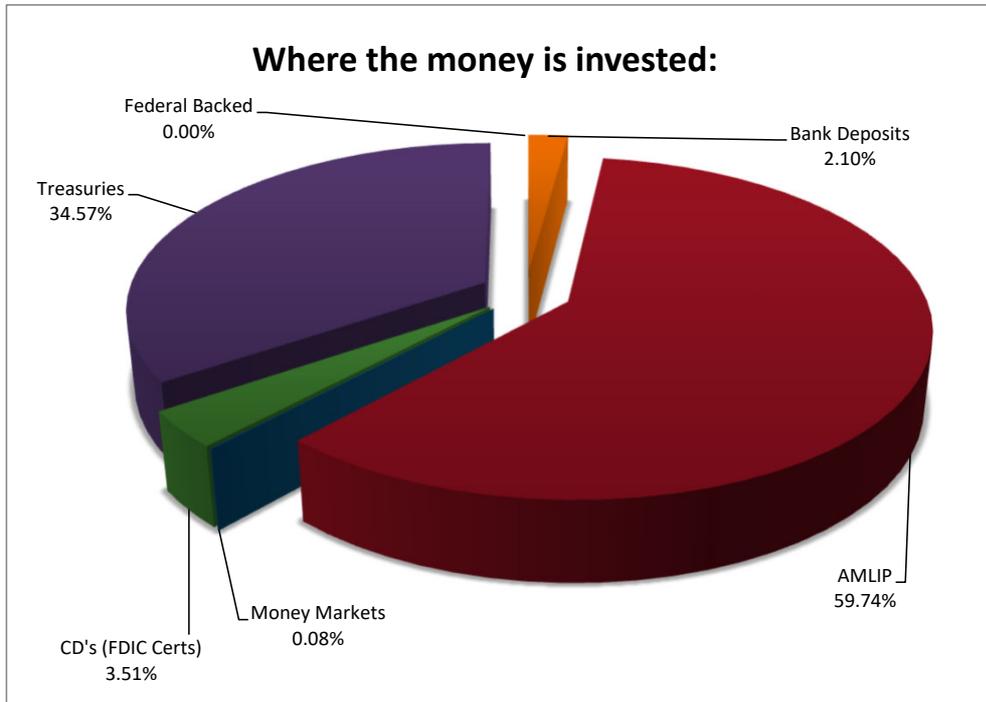
CITY OF HOMER Treasurer's Report

As of:

December 31, 2025

INVESTMENT BY INSTITUTION:	\$ Invested	% Of \$ Invested
Bank Deposits	\$ 1,027,554	2%
AMLIP	\$ 29,235,009	60%
TVI	\$ 18,673,756	38%
Total Cash and Investments	\$ 48,936,319	100%

MATURITY OF INVESTMENTS:		AMOUNT	% Of Investment by Maturity Date
1 to 30 Days	1/30/2026	\$ 30,302,162	62%
30 to 120 Days	4/30/2026	\$ 2,713,434	6%
120 to 180 Days	6/29/2026	\$ 246,331	1%
180 to 365 Days	12/31/2026	\$ 1,868,088	4%
Over 1 Year		\$ 13,806,304	28%
TOTAL		\$ 48,936,319	100%



These investments are made in accordance with the City of Homer's investment policy pursuant to Ordinance 93-14, Chapter 3.10. The balances reported are unaudited.

Central Treasury Report
Actuals through Quarter Ending December 2025

	FY24	FY25	FY26
	Actual	Actual	YTD
Bank Deposits	1,567,396	1,213,091	1,027,554
Investments	36,232,760	40,822,790	47,908,766
Total Cash and Investments	\$ 37,800,156	\$ 42,035,881	\$ 48,936,319
Cash and Investments	37,482,175	41,717,900	48,618,339
Restricted Cash and Investments	317,980	317,980	317,980
Total Cash and Investments	\$ 37,800,156	\$ 42,035,881	\$ 48,936,319

By Fund:

Fund Name	Fund Number			
General	100	6,171,315	5,875,709	10,457,482
Utility Operations	200	187,753	370,241	1,064,649
Utility Capital Projects	215	(1,963,394)	(1,509,700)	(877,634)
Utility Reserves	256	3,604,163	3,718,231	3,312,307
HAWSP Debt Service	205	6,854,943	8,689,221	9,422,985
HART Roads	160	5,548,837	5,194,097	4,571,083
CARES	119	(9,682)	-	-
Police Station Debt Service	154	1,814,315	2,478,289	3,019,150
HART Assessments	155	1,218,727	677,178	677,284
Non-Capital Projects	157	26,311	32,266	51,759
Community Rec Center	158	900,000	1,352,962	1,366,137
Retainage Reimbursements	159	233,979	136,910	112,826
Seawall Assessments	173	302,875	(117,741)	924,038
PERS Funding	615	303,621	317,600	323,040
Fire Department Donations	802	38,213	43,476	44,170
Library Donations	803	179,184	187,423	190,634
Animal Shelter Donations	804	335	353	358
Community Schools	805	269	336	3,743
Sustainability	807	17,079	17,865	18,171
Ocean Dr Loop Assessments	808	46,409	51,619	55,360
Sister City Donations	809	52	52	52
Land Reserves	150	386,415	251,652	245,874
Capital Projects	151	215,387	601,755	(660,122)
GF Fleet CARMA	152	740,825	450,065	734,386
GF CARMA	156	1,704,686	2,180,109	1,712,280
HART Trails	165	988,606	1,193,651	1,226,353
Gas Line	175	300,203	459,329	489,035
Energy Revolving Loan	620	411,776	320,797	315,691
Port & Harbor Operations	400	2,232,390	2,699,645	5,702,414
Port Capital Projects	415	863,363	1,302,372	104,957
Port Fleet Reserves	452	87,745	117,158	117,158
Port Reserves	456	4,067,367	4,746,616	4,590,271
Port Bonds	457	232,808	528,437	298,830
Cruise Ship Landing Tax	460	(35,093)	(35,093)	(35,093)
Health Insurance	600	250,779	(131,257)	(285,546)
Leave Cash Out	610	(122,404)	(165,743)	(357,762)
Total By Fund		\$ 37,800,156	\$ 42,035,881	\$ 48,936,319

General Fund
Expenditure Report
Actuals through Quarter Ending December 2025
50% Fiscal Year Elapsed

Current Fiscal Analysis

	FY26	FY26	
	ADOPTED BUDGET	ACTUAL \$	%
Revenues			
Property Taxes	\$ 5,431,570	\$ 5,751,268	106%
Sales and Use Taxes	8,374,067	5,799,563	69%
Permits and Licenses	43,463	23,064	53%
Fines and Forfeitures	3,543	2,370	67%
Intergovernmental	750,919	418,168	56%
Charges for Services	513,406	278,778	54%
Other Revenues	-	69,076	
Airport	222,248	68,454	31%
Operating Transfers	1,467,157	-	0%
Total Revenues	\$ 16,806,373	\$ 12,410,741	74%
Expenditures & Transfers			
Administration	\$ 1,030,982	\$ 490,386	48%
Clerks/Council	867,737	365,526	42%
Community Development	749,998	355,992	47%
Information Technology	827,962	415,830	50%
Finance	920,718	442,757	48%
Library	1,139,976	548,650	48%
Fire	1,721,874	869,225	50%
Police	4,614,240	2,349,929	51%
Public Works	3,787,976	1,633,012	43%
Airport	242,066	113,979	47%
City Hall, HERC	169,827	80,316	47%
Non-Departmental	197,000	172,000	87%
Total Operating Expenditures	\$ 16,270,355	\$ 7,837,604	48%
Transfer to Other Funds			
Leave Cash Out	\$ 330,254		0%
Other	124,384		0%
Total Transfer to Other Funds	\$ 454,638	\$ -	0%
Transfer to CARMA			
General Fund Fleet CARMA	\$ 71,380		0%
General Fund CARMA	-		0%
Seawall CARMA	10,000		0%
Total Transfer to CARMA Funds	\$ 81,380	\$ -	0%
Total Expenditures & Transfers	\$ 16,806,373	\$ 7,837,604	47%
Net Revenues Over (Under) Expenditures w/HART Budget Transfer	\$ 0	\$ 4,573,138	
		\$ 4,947,250	

Water and Sewer Fund
Expenditure Report
Actuals through Quarter Ending December 2025
50% Fiscal Year Elapsed

Current Fiscal Analysis

	FY26		FY26	
	ADOPTED BUDGET		ACTUAL	
		\$	%	
Revenues				
Water Fund	\$ 2,522,112	\$ 1,361,979	54%	
Sewer Fund	2,157,567	1,438,991	67%	
Total Revenues	\$ 4,679,679	\$ 2,800,970	60%	
Expenditures & Transfers				
<u>Water</u>				
Administration	\$ 367,168	\$ 218,648	60%	
Treatment Plant	781,321	251,785	32%	
System Testing	36,000	9,669	27%	
Pump Stations	126,114	52,598	42%	
Distribution System	427,867	235,125	55%	
Reservoir	29,695	18,863	64%	
Meters	207,883	42,353	20%	
Hydrants	219,623	108,993	50%	
<u>Sewer</u>				
Administration	\$ 367,360	\$ 207,468	56%	
Plant Operations	914,573	322,683	35%	
System Testing	18,400	3,387	18%	
Lift Stations	240,124	122,229	51%	
Collection System	335,476	157,967	47%	
Total Operating Expenditures	\$ 4,071,603	\$ 1,751,767	43%	
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	\$ 1,751,767	37%	
Net Revenues Over(Under) Expenditures	\$ 0	\$ 1,049,203		

Port and Harbor Fund
Expenditure Report
Actuals through Quarter Ending December 2025
50% Fiscal Year Elapsed

Current Fiscal Analysis

	FY26	FY26	
	ADOPTED BUDGET	ACTUAL	
		\$	%
Revenues			
Administration	\$ 741,793	\$ 431,248	58%
Harbor	4,269,962	3,281,976	77%
Pioneer Dock	351,663	229,665	65%
Fish Dock	614,006	612,135	100%
Deep Water Dock	170,000	118,308	70%
Outfall Line	2,400	-	0%
Fish Grinder	8,000	9,330	117%
Load and Launch Ramp	130,000	55,818	43%
Total Revenues	\$ 6,287,824	\$ 4,738,480	75%
Expenditures & Transfers			
Administration	\$ 1,325,915	\$ 731,211	55%
Harbor	1,454,590	720,986	50%
Pioneer Dock	105,242	46,003	44%
Fish Dock	915,281	496,333	54%
Deep Water Dock	120,895	66,546	55%
Outfall Line	19,000	2,410	13%
Fish Grinder	47,039	31,393	67%
Harbor Parking	211,631	79,400	38%
Harbor Camping	119,070	58,614	49%
Harbor Maintenance	492,573	257,343	52%
Main Dock Maintenance	40,858	17,733	43%
Deep Water Dock Maintenance	51,358	25,495	50%
Load and Launch Ramp	118,899	73,661	62%
Total Operating Expenditures	\$ 5,022,351	\$ 2,607,129	52%
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	\$ 308,347	\$ -	0%
Transfers to Reserves			
Harbor	\$ 457,125		0%
Harbor Match	\$ 500,000		
Load and Launch Ramp	-		0%
Total Transfer to Reserves	\$ 957,125	\$ -	0%
Total Expenditures & Transfers	\$ 6,287,824	\$ 2,607,129	41%
Net Revenues Over(Under) Expenditures	\$ 0	\$ 2,131,351	

FUND 100 - GENERAL FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
0005	PROPERTY TAXES:					
4101	Real Prop Tax	4,256,321	4,929,958	5,455,199	107.7%	5,063,326
4102	Per Prop Tax	246,726	237,808	251,568	104.7%	240,243
4103	Motr Vehicle Tx	40,928	44,293	25,467	60.1%	42,393
4104	Prior Years Taxes	67,296	124,690	14,638	26.8%	54,666
4105	Pen/Int Prop Tx	34,684	8,654	4,395	14.9%	29,551
4107	Oil Tax	-	8,589	-	0.0%	1,391
	Total Property Taxes	4,645,956	5,353,992	5,751,268	105.9%	5,431,570
0010	SALES & USE TAXES:					
4201	Sales Tax	7,741,229	7,670,887	5,440,364	69.2%	7,860,067
4206	Remote Sales Tax	435,433	582,123	332,973	72.4%	460,000
4202	Cooperative Tax	24,504	24,743	25,218	100.9%	25,000
4203	Liquor License	35,250	-	-	0.0%	25,000
4205	Sales Tax Comm	4,000	5,000	1,009	25.2%	4,000
	Total Sales and Use Taxes	8,240,416	8,282,752	5,799,563	69.3%	8,374,067
0015	PERMITS & LICENSES:					
4301	Driveway Permit	2,000	2,640	1,159	50.3%	2,304
4302	Sign Permits	350	550	50	15.8%	317
4303	Building Permit	20,351	28,645	11,350	51.6%	21,982
4304	Peddler Permits	940	1,000	590	44.0%	1,341
4306	Devel Permits	-	200	400	0.0%	-
4307	Wetland Permits	-	300	-	0.0%	-
4308	Zoning Fees	16,300	7,822	5,150	45.0%	11,450
4309	Row Permit	2,695	1,710	2,250	78.0%	2,886
4310	Marijuana Licenses	2,400	2,000	1,800	150.0%	1,200
4314	Taxi/chauffeurs/safety Inspec	1,785	2,771	315	15.9%	1,983
	Total Permits and Licenses	46,821	47,637	23,064	53.1%	43,463
0020	FINES & FORFEITURES:					
4401	Fines/Forfeit	3,989	2,487	2,280	64.4%	3,543
4402	Non Moving Fine	-	615	90	0.0%	-
	Total Fines and Forfeitures	3,989	3,102	2,370	66.9%	3,543
0025	USE OF MONEY:					
4801	Interest Income	343,825	(13,018)	-	0.0%	-
4802	Penalty/Interest	-	-	-	0.0%	-
	Total Use of Money	343,825	(13,018)	-	0.0%	-
0030	REVENUES-OTHER AGENCIES:					
4503	Prisoner Care	660,103	624,159	314,207	50.3%	624,519
4504	Borough 911	52,800	52,800	52,800	100.0%	52,800
4505	Police Sp Serv	38,000	-	-	0.0%	39,600
4506	SEMT Revenue	-	-	10,878	0.0%	-
4510	Library E-Rate Discount	15,078	15,078	6,283	0.0%	-
4511	Pioneer Av Maint	34,000	34,000	34,000	100.0%	34,000
4527	PERS Revenue	183,118	291,792	-	0.0%	-
	Total Intergovernmental	983,099	1,017,828	418,168	55.7%	750,919

FUND 100 - GENERAL FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
0035	CHARGES FOR SERVICES:					
4311	Library Cards	86	-	-	0.0%	-
4315	Project Administration Fee	-	-	-	0.0%	-
4316	Lid Application Fee	100	200	100	0.0%	-
4317	Lid Yearly Bill	10,259	6,734	1,709	12.7%	13,434
4516	Pw Equip & Serv	638	24,010	-	0.0%	-
4599	Pioneer Beautification	-	2,820	-	0.0%	-
4601	Ambulance Fees	274,001	366,730	147,119	48.2%	304,992
4603	Fire Contract - Kachemak City	126,656	151,857	74,819	59.1%	126,656
4607	Other Services	15,626	16,271	7,022	51.8%	13,551
4608	City Campground	-	6,982	17,383	0.0%	-
4609	Animal Care Fee	-	-	-	0.0%	-
4610	Plans & Specs	200	100	-	0.0%	-
4611	City Clerk Fees	2,125	2,293	700	22.3%	3,146
4612	Publication Fee	-	-	-	0.0%	-
4613	Cemetery Plots	9,400	8,600	2,300	18.1%	12,733
4614	Community Recreation Fees	54,409	50,102	26,876	76.0%	35,375
4650	Rents & Leases	150	-	-	0.0%	1,339
4655	Pavillion Rental	1,711	1,531	750	34.4%	2,179
	Total Charges for Services	495,360	638,229	278,778	54.3%	513,406
0040	OTHER REVENUE:					
4901	Surplus Prop	35,000	29,119	5,000	0.0%	-
4902	Other Revenue	84,012	75,293	55,328	0.0%	-
	Total Other Revenues	119,012	104,412	69,076	0.0%	-
0045	AIRPORT TERMINAL REVENUES:					
4655	Airline Leases	150,576	143,212	34,854	24.2%	143,846
4656	Concessions	1,428	1,428	(1,271)	-101.7%	1,250
4657	Car Rental	43,300	36,498	26,513	56.0%	47,386
4658	Parking Fees	24,064	20,444	8,358	28.1%	29,766
4660	Advertising	-	-	-	0.0%	-
	Total Airport	219,367	201,582	68,454	30.8%	222,248
	Total Before Operating Transfers	15,097,845	15,636,516	12,410,741	80.9%	15,339,216
0099	OPERATING TRANSFERS:					
4990	HART Transfer - Road/Trail Mtn	945,385	955,355	-	0.0%	1,296,388
4992	Other Transfer	10,000	10,000	-	0.0%	10,000
4990	Draw on Fund Balance - Fire Positions	-	-	-	0.0%	-
4990	Draw on Fund Balance - Finance Position*	-	-	-	0.0%	-
4990	Draw on Fund Balance - Balance Budget	-	-	-	0.0%	-
4990	Draw on Fund Balance - Budget Amendments	-	-	-	0.0%	160,768.67
	Total Operating Transfers	955,385	965,355	-	0.0%	1,467,157
	Grand Total	16,053,230	16,601,871	12,410,741	73.8%	16,806,373
	Net Surplus (Deficit)	628,470	1,026,930	4,573,138		0

FUND 100 - GENERAL FUND						
TOTAL COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
<u>Salaries and Benefits</u>						
5101	Salary and Wages	5,753,619	6,183,788	3,194,061	48.4%	6,604,518
5102	Fringe Benefits	3,433,619	3,283,447	1,772,741	50.8%	3,488,548
5103	Part-time Wages	287,808	283,976	125,509	35.4%	354,107
5104	Part-time Benefits	167,546	131,251	60,104	46.9%	128,073
5105	Overtime	595,313	596,701	201,665	49.4%	407,916
5107	Part-time Overtime	5,181	5,647	4,352	42.3%	10,288
5108	Unemployment Benefits	1,676	2,095	-	0.0%	-
5112	PERS Relief	183,118	291,792	-	0.0%	-
	Total Salaries and Benefits	10,427,881	10,778,696	5,358,431	48.7%	10,993,451
<u>Maintenance and Operations</u>						
5201	Office Supplies	45,402	38,776	12,626	28.0%	45,050
5202	Operating Supplies	346,384	342,382	148,109	39.7%	373,000
5203	Fuel and Lube	298,120	228,855	104,844	37.8%	277,600
5204	Chemicals	134,229	125,102	-	0.0%	222,600
5205	Ammunition	18,377	18,101	20,728	92.1%	22,500
5206	Food and Staples	38,424	38,480	16,058	39.3%	40,900
5207	Vehicle and Boat Maintenance	207,147	259,206	157,981	53.8%	293,500
5208	Equipment Maintenance	36,448	49,412	15,434	36.3%	42,550
5209	Building & Grounds Maintenance	76,352	81,654	59,043	59.6%	99,007
5210	Professional Services	755,016	803,750	404,944	42.2%	960,665
5211	Audit Services	121,846	129,619	56,703	43.4%	130,506
5213	Survey and Appraisal	4,350	7,359	2,945	42.1%	7,000
5214	Rents & Leases	123,939	115,007	39,083	22.3%	175,373
5215	Communications	244,761	231,561	143,673	66.7%	215,540
5216	Freight and Postage	35,274	29,646	10,451	73.9%	14,150
5217	Electricity	289,827	265,445	97,869	32.4%	302,353
5218	Water	21,934	23,430	13,796	57.2%	24,127
5219	Sewer	29,363	28,963	18,132	56.1%	32,300
5220	Refuse and Disposal	9,843	9,650	2,723	27.8%	9,800
5221	Property Insurance	72,338	78,816	73,851	85.2%	86,698
5222	Auto Insurance	49,420	46,389	54,006	107.6%	50,193
5223	Liability Insurance	118,449	182,137	252,376	126.3%	199,873
5224	Fidelity Bond	450	450	-	0.0%	450
5227	Advertising	32,521	28,441	7,586	19.6%	38,650
5228	Books	45,125	38,723	18,814	41.3%	45,500
5229	Periodicals	9,709	8,710	1,966	18.6%	10,550
5230	Audio Visual	17,462	16,222	7,198	72.0%	10,000
5231	Tools and Equipment	129,250	82,804	36,933	28.5%	129,400
5233	Computer Related Items	71,551	65,736	20,395	30.8%	66,200
5234	Record and Permits	807	430	208	20.8%	1,000
5235	Membership Dues	16,585	17,315	12,053	56.8%	21,220
5236	Transportation	5,687	8,050	4,452	287.2%	1,550
5237	Subsistence	4,593	3,431	1,486	57.2%	2,600
5238	Printing and Binding	4,272	4,280	9,394	74.9%	12,550
5242	Janitorial	-	-	-	0.0%	1,000
5244	Snow Removal	60,023	31,090	7,455	17.5%	42,700
5248	Lobbying	26,661	34,341	27,000	44.3%	61,000
5250	Camera Area Network	-	-	17,116	100.7%	17,000

FUND 100 - GENERAL FUND						
TOTAL COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
5251	Pioneer Beautification	1,203	1,233	-	0.0%	1,500
5252	Credit Card Expenses	2,728	3,126	1,775	62.3%	2,850
5280	Volunteer Incentives	36,543	15,678	5,426	13.9%	39,000
5282	City Hall Building Maintenance	12,901	10,707	6,052	46.6%	13,000
5283	Library Building Maintenance	22,675	11,800	8,540	34.2%	25,000
5284	Police Building Maintenance	2,983	9,944	3,138	29.9%	10,500
5285	Fire Building Maintenance	5,589	3,982	654	13.1%	5,000
5286	Old School Building Maintenance	-	-	-	0.0%	-
5287	Animal Control Building Maintenance	5,154	3,169	427	17.1%	2,500
5288	Old Police Building Maintenance	-	-	-	0.0%	-
5292	City Hall Motor Pool	8	50	-	0.0%	700
5293	Police Motor Pool	20,041	28,970	11,702	58.5%	20,000
5294	Fire Motor Pool	11,583	13,923	8,376	46.5%	18,000
5601	Uniform	58,863	56,255	30,764	54.5%	56,400
5602	Safety Equipment	34,489	30,716	13,551	40.5%	33,450
5603	Employee Training	215,259	187,415	76,955	35.0%	220,050
5604	Public Education	2,835	1,783	670	15.8%	4,250
5605	Sister Cities	3,962	310	-	0.0%	-
5611	ADA Compliance	-	-	-	0.0%	250
5614	Car Allowance	22,354	20,449	10,375	46.5%	22,300
5624	Legal Services	273,819	219,456	70,313	35.2%	200,000
5625	Impound Costs	1,385	1,689	-	0.0%	5,000
5626	Jail Laundry Services	-	-	-	0.0%	-
5627	Security	41,376	69,868	70,158	87.7%	80,000
5630	Haven House	14,000	14,000	-	0.0%	14,000
5632	Wellness Program	20,995	16,132	6,900	27.6%	25,000
5633	Phones	3,968	11,160	16	0.2%	8,000
5634	Networking	6,274	6,856	17,286	59.6%	29,000
5635	Software	50,979	60,348	91,797	85.4%	107,500
5636	Servers	21,317	24,393	541	1.1%	50,000
5639	Subscription Databases	8,952	18,950	14,328	71.6%	20,000
5801	Pratt Museum	79,000	79,000	77,000	100.0%	77,000
5804	Homer Chamber of Commerce	75,000	75,000	75,000	100.0%	75,000
5815	Parks & Recreation Board	1,475	1,500	-	0.0%	-
5830	Homer Foundation	25,000	25,000	-	0.0%	25,000
	Total Maintenance and Operations	4,584,654	4,496,623	2,479,173	47.0%	5,276,904
	Transfers					
5106	Leave Cash Out	221,360	178,375	-	0.0%	330,254
5990	Transfers To	190,866	121,247	-	0.0%	205,764
	Total Transfers	412,226	299,622	-	0.0%	536,018
	Total	15,424,760	15,574,941	7,837,604	46.6%	16,806,373

FUND 200 - UTILITY FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
Water Revenue						
Operating Revenue:						
	Metered Sales	2,245,909	2,509,666	1,335,018	57.1%	2,339,585
4661	Connection Fees	16,770	17,698	6,945	42.4%	16,384
4662	Services & Meters	39,996	35,972	15,858	46.2%	34,302
4663	In Lieu of City Sales Tax	477	776	565	100.9%	560
Total Operating Revenue		2,303,153	2,564,112	1,358,386	56.8%	2,390,830
Non- Operating Revenue						
4801	Interest on Investments	18,121	(117)	-	0.0%	-
4802	Penalty & Interest (Utilities)	7,780	9,507	3,593	44.1%	8,146
4527	PERS Revenue	20,767	33,629	-	0.0%	-
4990	Transfer from Fund Balance	-	-	-	0.0%	-
4992	Transfer from GF	103,000	108,964	-	0.0%	123,136
Total Non-Operating Revenue		149,668	151,983	3,593	2.7%	131,282
Total Water Revenue		2,452,820	2,716,095	1,361,979	54.0%	2,522,112
Sewer Revenue						
Operating Revenue						
	Metered Sales	1,987,374	2,040,423	1,416,819	66.5%	2,129,620
4619	Inspection Fees	-	-	-	0.0%	-
4662	Services & Meters	16,414	19,631	14,722	83.8%	17,577
4701	RV Dump Station	9,713	10,932	7,450	71.8%	10,370
4902	Other	-	-	-	0.0%	-
Total Operating Revenue		2,013,501	2,070,986	1,438,991	66.7%	2,157,567
Non- Operating Revenue						
4527	PERS Revenue	17,229	28,120	-	0.0%	-
4990	Transfer from Fund Balance	-	-	-	0.0%	-
Total Non-Operating Revenue		17,229	28,120	0	0.0%	0
Total Sewer Revenue		2,030,730	2,099,106	1,438,991	66.7%	2,157,567
Total Operating Revenue		4,316,653	4,635,099	2,797,377	61.5%	4,548,398
Total Non-Operating Revenue		166,897	180,102	3,593	2.7%	131,282
Total Water & Sewer Revenues		4,483,550	4,815,201	2,800,970	59.9%	4,679,679
Net Surplus (Deficit)		389,804	145,664	1,049,203		0

FUND 200 - UTILITY FUND						
WATER COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
Salaries and Benefits						
5101	Salary and Wages	679,114	739,551	391,038	50.3%	777,136
5102	Fringe Benefits	431,416	406,957	227,010	51.0%	444,955
5103	Part-time Wages	-	13,534	7,491	164.8%	4,544
5104	Part-time Benefits	-	1,657	865	151.3%	571
5105	Overtime	41,047	37,225	15,024	29.4%	51,040
5107	Part-time Overtime	-	433	-	0.0%	-
5108	Unemployment Benefits	-	-	-	0.0%	-
5112	PERS Relief	20,767	33,629	-	0.0%	-
	Total Salaries and Benefits	1,172,343	1,232,985	641,427	50.2%	1,278,247
Maintenance and Operations						
5201	Office Supplies	3,095	1,218	1,343	76.7%	1,750
5202	Operating Supplies	32,679	122,876	22,288	18.1%	122,850
5203	Fuel and Lube	39,372	32,620	14,636	47.8%	30,600
5204	Chemicals	104,710	204,566	-	0.0%	190,000
5207	Vehicle and Boat Maintenance	368	1,278	85	17.0%	500
5208	Equipment Maintenance	40,773	14,379	23,970	51.5%	46,550
5209	Building & Grounds Maintenance	5,022	2,744	2,696	35.0%	7,700
5210	Professional Services	49,829	41,487	43,661	57.8%	75,500
5211	Audit Services	23,934	25,461	11,138	50.0%	22,296
5213	Survey and Appraisal	1,200	1,200	1,250	104.2%	1,200
5215	Communications	20,823	17,347	13,213	146.8%	9,000
5216	Freight and Postage	187	-	-	0.0%	6,500
5217	Electricity	249,410	242,484	82,450	30.1%	274,351
5221	Property Insurance	13,386	14,582	-	0.0%	16,040
5222	Auto Insurance	13,820	14,884	10,431	63.7%	16,372
5223	Liability Insurance	4,853	9,076	23,879	214.8%	11,115
5226	Testing and Analysis	23,696	20,862	6,018	30.1%	20,000
5227	Advertising	-	-	-	0.0%	1,000
5231	Tools and Equipment	6,648	7,468	4,786	50.9%	9,400
5233	Computer Related Items	410	-	71	9.5%	750
5234	Record and Permits	-	-	-	0.0%	250
5235	Membership Dues	925	1,315	-	0.0%	1,000
5248	Lobbying	-	500	1,500	150.0%	1,000
5252	Credit Card Expenses	14,042	27,164	15,852	63.4%	25,000
5602	Safety Equipment	589	543	1,158	74.7%	1,550
5603	Employee Training	11,791	12,784	10,795	82.1%	13,150
5606	Bad Debt Expenses	3,054	5,247	4,956	41.3%	12,000
5608	Debt Repayment - Interest	4,353	1,785	432	0.0%	-
	Total Maintenance and Operations	668,969	823,869	296,607	32.3%	917,424
Transfers						
5106	Leave Cash Out	7,414	5,611	-	0.0%	12,836
5990	Transfers To	364,468	441,255	-	0.0%	313,606
	Total Transfers	371,882	446,866	-	0.0%	326,442
	Total	2,213,194	2,503,720	938,033	37.2%	2,522,112

FUND 200 - UTILITY FUND						
SEWER COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
Salaries and Benefits						
5101	Salary and Wages	571,394	631,656	335,068	50.8%	660,196
5102	Fringe Benefits	350,524	335,105	190,665	51.4%	370,994
5103	Part-time Wages	5,070	12,166	1,978	11.6%	17,025
5104	Part-time Benefits	531	1,406	245	12.6%	1,937
5105	Overtime	26,261	25,080	11,821	44.7%	26,471
5107	Part-time Overtime	-	217	-	0.0%	-
5108	Unemployment Benefits	-	-	-	0.0%	-
5112	PERS Relief	17,229	28,120	-	0.0%	-
	Total Salaries and Benefits	971,009	1,033,749	539,777	50.1%	1,076,624
Maintenance and Operations						
5201	Office Supplies	3,587	1,012	988	89.8%	1,100
5202	Operating Supplies	33,666	57,483	14,307	24.3%	58,800
5203	Fuel and Lube	26,570	25,189	9,253	30.8%	30,000
5204	Chemicals	86,319	114,023	-	0.0%	86,000
5207	Vehicle and Boat Maintenance	466	501	-	0.0%	250
5208	Equipment Maintenance	23,216	26,189	14,740	33.2%	44,400
5209	Building & Grounds Maintenance	2,216	3,681	927	24.4%	3,800
5210	Professional Services	46,488	90,299	34,922	36.0%	97,000
5211	Audit Services	23,934	25,461	11,138	50.0%	22,296
5215	Communications	10,550	10,983	5,057	91.9%	5,500
5216	Freight and Postage	541	282	-	0.0%	6,500
5217	Electricity	293,998	272,405	101,426	31.4%	323,398
5218	Water	822	618	272	30.1%	904
5219	Sewer	854	617	301	32.1%	940
5221	Property Insurance	22,701	24,718	29,186	107.3%	27,190
5222	Auto Insurance	13,820	14,884	10,431	63.7%	16,372
5223	Liability Insurance	4,014	7,811	20,418	213.6%	9,559
5226	Testing and Analysis	5,077	5,466	689	10.6%	6,500
5227	Advertising	-	-	-	0.0%	1,250
5231	Tools and Equipment	3,348	2,557	1,502	31.3%	4,800
5234	Record and Permits	7,941	7,920	-	0.0%	9,000
5235	Membership Dues	476	1,450	-	0.0%	700
5248	Lobbying	-	500	1,500	150.0%	1,000
5252	Credit Card Expenses	14,112	28,026	16,286	81.4%	20,000
5601	Uniform	400	-	-	0.0%	500
5602	Safety Equipment	640	2,523	612	23.1%	2,650
5603	Employee Training	15,969	3,532	-	0.0%	16,400
5606	Bad Debt Expenses	290	(2,146)	-	0.0%	2,500
	Total Maintenance and Operations	642,015	725,985	273,957	34.3%	799,309
Transfers						
5106	Leave Cash Out	8,355	6,605	-	0.0%	12,524
5990	Transfers To	259,173	399,478	-	0.0%	269,111
	Total Transfers	267,528	406,082	-	0.0%	281,634
	Total	1,880,552	2,165,816	813,734	37.7%	2,157,567

FUND 400 - PORT & HARBOR ENTERPRISE FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
0600	HARBOR ADMINISTRATION					
4515	Ferry Lease	18,000	18,000	18,000	100.0%	18,000
4650	Rents & Leases	625,649	627,470	294,185	57.6%	511,000
	Operating Revenue - Admin	643,649	645,470	312,185	59.0%	529,000
4527	PERS Revenue	40,694	66,614	-	0.0%	-
4634	Port Storage Fee	172,016	228,698	119,048	71.7%	166,000
4635	Port Impound Fee	2,017	1,020	-	0.0%	1,000
4705	Business Licenses	30	50	15	0.0%	-
4801	Interest On Investments	140,244	(8,168)	-	0.0%	-
4901	Surplus Property	-	(0)	-	0.0%	1,000
4902	Other Revenue	(0)	20,800	-	0.0%	44,793
4990	Transfers In	-	140,088	-	0.0%	-
	Non-Operating Revenue - Admin	355,001	449,102	119,063	56.0%	212,793
0601	HARBOR					
4245	Waste Oil Disp	-	300	-	0.0%	-
4249	Oil Spill Recovery	-	-	-	0.0%	-
4318	Parking Revenue	178,961	250,365	127,353	56.6%	225,000
4319	Electrical Supplies	1,014	1,193	290	19.3%	1,500
4402	Non Moving Fine	12,219	10,448	21,443	357.4%	6,000
4607	Camp Fees	(3,004)	-	-	0.0%	-
4624	Berth Transient Monthly	748,679	746,186	384,504	62.8%	612,544
4625	Berth Reserved	1,779,007	1,911,464	1,963,603	99.4%	1,974,495
4626	Berth Transient Annual	361,422	341,822	249,826	69.5%	359,430
4627	Berth Transient Semi Annual	152,941	150,266	38,757	23.0%	168,873
4628	Berth Transient Daily	170,279	193,593	128,172	76.8%	166,967
4629	Metered Energy	146,080	116,800	52,906	36.2%	146,080
4644	Pumping	-	163	-	0.0%	-
4645	Wooden Grid	4,912	10,359	4,647	92.9%	5,000
4646	Commerical Ramp	65,949	62,063	26,234	47.7%	55,000
4647	Berth Wait List	13,425	13,763	4,413	30.3%	14,573
4648	Steel Grid Fees	2,605	-	-	0.0%	-
4654	Spit Camping	208,244	209,576	126,291	63.1%	200,000
4663	Trans Energy 110v	45,349	34,621	22,539	53.7%	42,000
4664	Trans Energy 220v	29,451	24,629	10,677	48.5%	22,000
4665	Trans Energy 208v	193,837	148,143	45,919	28.7%	160,000
4666	Commerical Ramp Wharfage	67,069	56,973	29,099	67.7%	43,000
	Operating Revenue - Harbor	4,178,439	4,282,728	3,236,675	77.0%	4,202,462
4802	Penalty/Int	14,884	17,266	10,786	165.9%	6,500
4902	Other Revenue	67,272	73,179	34,515	56.6%	61,000
	Non-Operating Revenue - Harbor	82,156	90,446	45,301	67.1%	67,500
0602	PIONEER DOCK					
4631	USCG Leases	40,495	40,228	20,327	58.1%	35,000
4637	Seafood Wharfage-PD	-	-	-	0.0%	-
4638	PD Fuel Wharfage	193,311	227,073	186,579	70.2%	265,663
4639	Pioneer Dock - Wharfage	-	-	-	0.0%	-
4641	PD Water Sales	6,908	6,365	2,207	24.5%	9,000

FUND 400 - PORT & HARBOR ENTERPRISE FUND						
REVENUE DETAIL BY LINE ITEM, SORTED BY TYPE						
A/C Num.	Revenue Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
4642	PD Docking	45,052	50,538	20,553	48.9%	42,000
	Operating Revenue - Pioneer Dock	285,767	324,204	229,665	65.3%	351,663
0603	FISH DOCK					
4620	Ice Sales	341,209	316,385	356,953	119.0%	300,000
4621	Cold Storage	24,603	26,264	33,887	135.5%	25,000
4622	Crane Rental	201,470	198,538	89,933	47.3%	190,306
4623	Card Access Fees	5,933	5,881	2,407	42.2%	5,700
4637	Seafood Wharfage	24,621	19,742	7,090	39.4%	18,000
4700	Other Wharfage Fish Dock	68	-	-	0.0%	-
	Operating Revenue - Fish Dock	597,903	566,810	490,269	91.0%	539,006
4206	Fish Tax	78,772	122,599	121,866	162.5%	75,000
0604	DEEP WATER DOCK					
4633	Stevedoring	9,834	16,964	9,404	94.0%	10,000
4637	Seafood Wharfage	-	-	253	0.0%	-
4640	Deep Water Dock Wharfage	8,402	30,210	11,833	39.4%	30,000
4643	Deep Water Dock Docking	113,278	185,490	77,739	77.7%	100,000
4668	Dwd Water Sales	20,424	40,205	19,079	63.6%	30,000
4672	Port Security Revenues	-	-	-	0.0%	-
	Operating Revenue - DW Dock	151,937	272,869	118,308	69.6%	170,000
0605	OUTFALL LINE					
4704	Outfall Line	4,800	4,800	0	0.0%	2,400
0606	FISH GRINDER					
4706	Fish Grinder	10,393	6,670	9,330	116.6%	8,000
0615	LOAD AND LAUNCH RAMP					
4653	L & L Ramp Revenue	145,410	124,604	55,818	42.9%	130,000
	Operating Revenue - L & L Ramp	145,410	124,604	55,818	42.9%	130,000
	Total Revenues	6,534,227	6,890,301	4,738,480	75.4%	6,287,824
	Net Surplus (Deficit)	1,007,205	1,105,775	2,131,351		0

FUND 400 - PORT & HARBOR ENTERPRISE FUND						
COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
Salaries and Benefits						
5101	Salary and Wages	1,379,157	1,535,141	794,289	51.0%	1,556,759
5102	Fringe Benefits	884,305	910,148	469,679	51.8%	907,059
5103	Part-time Wages	122,103	177,324	155,268	67.5%	229,894
5104	Part-time Benefits	14,232	20,931	18,921	41.5%	45,550
5105	Overtime	29,580	36,194	30,394	71.7%	42,416
5107	Part-time Overtime	460	986	2,376	61.2%	3,879
5108	Unemployment Benefits	4,932	1,606	-	0.0%	-
5112	PERS Relief	40,694	66,614	-	0.0%	-
	Total Salaries and Benefits	2,475,462	2,748,943	1,470,925	52.8%	2,785,557
Maintenance and Operations						
5201	Office Supplies	4,040	4,648	5,129	93.3%	5,500
5202	Operating Supplies	26,337	66,069	24,631	82.1%	30,000
5203	Fuel and Lube	49,017	42,303	20,381	53.2%	38,300
5204	Chemicals	4,408	7,424	-	0.0%	6,000
5207	Vehicle and Boat Maintenance	33,396	21,199	9,750	32.5%	30,000
5208	Equipment Maintenance	62,505	69,971	49,562	46.3%	107,000
5209	Building & Grounds Maintenance	40,523	75,056	28,298	43.9%	64,500
5210	Professional Services	19,760	22,272	31,278	80.2%	39,000
5211	Audit Services	47,868	50,922	22,276	50.0%	44,592
5213	Survey and Appraisal	17,500	-	2,500	20.0%	12,500
5214	Rents & Leases	4,563	6,368	4,683	66.9%	7,000
5215	Communications	12,981	12,749	6,112	55.6%	11,000
5216	Freight and Postage	2,028	588	33	0.6%	5,500
5217	Electricity	654,842	556,404	224,919	31.2%	720,326
5218	Water	138,976	171,989	125,193	81.9%	152,874
5219	Sewer	12,383	12,639	10,235	75.1%	13,621
5220	Refuse and Disposal	52,288	33,978	28,237	41.3%	68,300
5221	Property Insurance	106,791	116,336	102,526	80.1%	127,970
5222	Auto Insurance	10,907	11,950	6,313	48.0%	13,145
5223	Liability Insurance	86,006	117,833	120,216	108.7%	110,567
5226	Testing and Analysis	4,073	4,714	2,410	34.4%	7,000
5227	Advertising	6,888	3,268	2,518	36.0%	7,000
5228	Books and Subscriptions	-	-	-	0.0%	-
5231	Tools and Equipment	5,214	39,322	15,377	87.9%	17,500
5233	Computer Related Items	-	1,751	-	0.0%	-
5234	Record and Permits	-	1,004	325	8.1%	4,000
5235	Membership Dues	6,085	6,707	2,848	33.5%	8,500
5236	Transportation	2,201	4,933	2,138	53.4%	4,000
5237	Subsistence	663	1,010	236	7.9%	3,000
5238	Printing and Binding	282	-	-	0.0%	3,000
5248	Lobbying	20,803	25,950	21,000	29.2%	72,000
5249	Oil Spill Response	-	-	101	10.1%	1,000
5250	Camera Area Network	2,423	24,219	20,380	113.2%	18,000
5252	Credit Card Expenses	132,100	115,486	92,917	68.3%	136,000
5256	Waste Oil Disposal	39,136	23,062	23,563	67.3%	35,000
5258	Float and Ramp Repairs	15,624	15,882	28,821	82.3%	35,000

FUND 400 - PORT & HARBOR ENTERPRISE FUND						
COMBINED EXPENDITURES						
A/C Num.	Expenditure Categories & Descriptions	FY24	FY25	FY26 YTD		FY26
		7/1/23 - 6/30/24	7/1/24 - 6/30/25	ACTUAL		7/1/25 - 6/30/26
		ACTUAL	ACTUAL	\$	%	BUDGET
5287	Electrical Supplies	-	-	-	0.0%	2,100
5601	Uniform	11,574	9,541	3,021	31.8%	9,500
5602	Safety Equipment	7,360	9,965	4,949	33.0%	15,000
5603	Employee Training	32,999	28,146	14,515	31.9%	45,500
5606	Bad Debt Expenses	58,210	56,829	30,298	60.6%	50,000
5608	Debt Payment-Interest	(34,567)	-	-	0.0%	-
5614	Car Allowance	-	2,600	2,400	0.0%	-
5624	Legal Services	4,388	7,384	15,281	15.3%	100,000
5627	Security	-	3,564	-	0.0%	-
5635	Software	3,200	3,127	7,480	187.0%	4,000
5637	Diving Services	30,945	2,131	-	0.0%	27,000
5638	Signage Parking Delineation	37,294	58,203	23,350	93.4%	25,000
5999	Loss on Disposal	-	42,773	-	0.0%	-
	Total Maint. and Operations	1,774,014	1,892,270	1,136,204	50.8%	2,236,794
	C/O and Transfers					
5106	Leave Cash Out	73,867	49,513	-	0.0%	59,849
5241	GF Admin Fees	-	-	-	0.0%	-
5990	Transfers To	1,203,680	1,093,800	-	0.0%	1,205,623
	Total Others	1,277,546	1,143,312	-	0.0%	1,265,473
	Total	5,527,022	5,784,525	2,607,129	41.5%	6,287,824

**Fund 154 - Police Station DSF
Reconciliation**

	FY 22 Actual	FY 23 Actual	FY 24 Actual	FY 25 Prelim	FY 26 thru Q2
Beginning Balance	832,489	1,213,963	1,621,766	2,032,027	2,696,826
Revenue					
Sales Tax	776,974	802,803	804,262	811,771	567,869
Remaining Budgeted Sales Tax					205,252
Interest Income	-	-	-	119,357	43,117
Transfers	-	-	-	131,170	-
Total Revenue	776,974	802,803	804,262	1,062,298	816,238
Expenditures					
Debt Payment - Principal	210,000	220,000	230,000	245,000	255,000
Debt Payment - Interest	185,500	175,000	164,000	152,500	140,250
Total Expenditures	395,500	395,000	394,000	397,500	395,250
Change in Net Assets	381,474	407,803	410,262	664,798	420,988
Ending Balance	1,213,963	1,621,766	2,032,027	2,696,826	3,117,814
Principal Outstanding	3,500,000	3,280,000	3,050,000	2,805,000	2,550,000
Accrued Interest	1,059,250	884,250	720,250	567,750	427,500
Total Needed for Prepayment (5/1/30)	4,559,250	4,164,250	3,770,250	3,372,750	2,977,500
Funding Difference	(3,345,287)	(2,542,484)	(1,738,223)	(675,924)	140,314

Optional Prepayment: The Municipal Bond principal installments due on or after May 1, 2030 are subject to prepayment in whole or in part at the option of the Borough on any date on or after May 1, 2030, at a price of 100% of the principal amount thereof to be prepaid, plus accrued interest to the date of prepayment.