



Agenda

City Council Regular Meeting

Monday, April 13, 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

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 March 23, 2026. Recommend Approval.
- [b.](#) Memorandum CC-26-075 Confirming the Appointment of Holly Dickson to the Parks, Art, Recreation and Culture Advisory Commission. Recommend Approval.
- [c.](#) Memorandum CC-26-076 from the City Manager regarding Travel Authorization for Lobbying Efforts in Washington DC, May 11-14, 2026. Recommend Approval.
- [d.](#) Ordinance 26-21, an Ordinance of the City Council of Homer, Alaska Amending the FY26 Capital Budget by Appropriating an Additional \$2,398.66 From the IT Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purchase of Shared Network Storage at Multiple City Buildings. City Manager/Chief Technology Officer. Recommended Dates Introduction April 13, 2026, Public Hearing and Second Reading April 27, 2026.

Memorandum CC-26-077 from Chief Technology Officer as backup.

- [e.](#) Resolution 26-024, A Resolution of the City Council of Homer, Alaska Concurring with and Endorsing Alternative 2 as the Tentatively Selected Plan for the Homer Harbor Expansion

General Investigation Study as Recommended by the U.S. Army Corps of Engineers.
Mayor/Council. Recommend Adoption.

Memorandum CC-26-078 from Special Projects & Communications Coordinator and Port Director as backup.

[f.](#) Resolution 26-025, A Resolution of the City Council of Homer, Alaska Urging the Alaska State Legislature to Fully Fund Community Assistance and Community Jails Programs in the Fiscal Year 2027 State Budget. Aderhold. Recommend Adoption.

[g.](#) Resolution 26-026, A Resolution of the City Council of Homer, Alaska Approving a Contract Extension with Agnew Beck Consulting of Anchorage, Alaska, for the Completion of the 2045 Comprehensive Plan and the Update of the Title 21 Zoning and Planning Code and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend Adoption.

Memorandum CC-26-079 from City Planner as backup.

[h.](#) Resolution 26-027, a Resolution of the City Council of Homer, Alaska Authorizing the City Manager to Negotiate and Execute the Appropriate Documents for the Real Property Acquisition of Five Parcels Totaling 12.5 Acres, More or Less, and Designating the Use As Conservation. City Manager/Community Development Director. Recommend Adoption.

Memorandum CC-26-080 from Community Development Director as backup.

VISITORS (10 minute limit per visitor)

[a.](#) Ronald McPherson, HDR, Homer Harbor Expansion General Investigation Tentatively Selected Plan

b. Todd Hindman, HoWL DiRtBaG Cleanup Week

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

a. Committee of the Whole Report

b. Mayor's Report

c. Borough Report

d. Title 21 Update

e. Port and Harbor Advisory Commission Report

f. Planning Commission Report

g. Americans with Disabilities Act Advisory Board Report

h. Parks, Art, Recreation and Culture Advisory Commission Written Report

[i.](#) Memorandum CC-26-081 from PARCAC re: Trails Financial Plan Update

PUBLIC HEARING(S)

- [a.](#) Ordinance 26-19, an Ordinance of the City Council of Homer, Alaska, Approving a Ten (10) Year Lease with Two (2) Thirty (30) Month Options to Renew Between the City of Homer, Alaska and Sea Assist Alaska Inc. D.B.A Sea Tow Southcentral Alaska and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Introduction March 23, 2026, Public Hearing and Second Reading April 13, 2026.

Memorandum CC-26-063 from Port Property Associate as backup

- [b.](#) Ordinance 26-20, an Ordinance of the City Council of Homer, Amending the FY26 Capital Budget by Appropriating \$78,792 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Pay for Previously Authorized East Hill Road City Utility Betterments Completed as Part of the Alaska Department of Transportation and Public Facilities (DOT) Repaving Project. City Manager/Public Works Director. Introduction March 23, 2026, Public Hearing and Second Reading April 13, 2026.

Memorandum CC-26-064 from Public Works Director as backup.

ORDINANCE(S)

- [a.](#) Ordinance 26-22, An Emergency Ordinance of the City Council of Homer, Alaska Amending the FY26 Capital Budget by Appropriating \$100,000 from the General Fund General Capital Asset Repair and Maintenance Allowance (CARMA) Fund for Response to the Damage Assessment, Remediation, and Limited Repair at the Homer Municipal Airport Terminal Resulting from a Water Line Break and Authorizing the City Manager to Negotiate and Execute Related Contracts. City Manager/Public Works Director. Recommend Adoption.

Memorandum CC-26-082 from Public Works Director as backup.

CITY MANAGER'S REPORT

- [a.](#) City Manager's Report

Public Comment Received.

PENDING BUSINESS

NEW BUSINESS

- [a.](#) Memorandum CC-26-083 from the City Manager regarding next steps for Lot 88-2, 4460 Homer Spit Rd.
- [b.](#) Memorandum CC-26-084 from the Special Projects & Communications Assistant regarding HB321 Fish & Game Wildlife Refuges.

RESOLUTIONS

- [a.](#) Resolution 26-028, a Resolution of the City Council of Homer, Alaska Asking the Economic Development Advisory Commission (EDC) to Review Short-Term Rentals (STRs), Gather Community Input, and Provide Findings and Recommendations to the City Council. Davis/Erickson.

Memorandum CC-26-085 from Community Development Director and Councilmembers Davis and Erickson as backup.

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

COMMENTS OF THE CITY MANAGER

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

ADJOURNMENT

Next Regular Meeting is Monday, April 27th at 6:00 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.

CALL TO ORDER, PLEDGE OF ALLEGIANCE

Session 26-08, a Regular Meeting of the City Council of Homer, Alaska was called to order on March 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.

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

ADERHOLD/VENUTI MOVED TO APPROVE THE AGENDA.

ADERHOLD/VENUTI MOVED TO AMEND THE AGENDA TO PUT VISITORS AFTER AGENDA APPROVAL.

There was no discussion.

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

Motion carried.

There was no discussion.

VOTE(Agenda as amended). NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

- a. Senator Gary Stevens, Legislative Update (10 minutes)

Senator Stevens provided an update on the legislative session including the status of the supplemental budget, changes in the price of oil creating uncertainty in state revenues, the LNG pipeline, bills to increase education funding, the Rural Health Transformation Program, and a proposal to restore pensions for State employees. He answered questions from Councilmembers about the importance of funding for community jails, capital funding for school infrastructure, and the community assistance program.

City Manager Jacobsen provided the Senator with an update on the water main that broke under the Homer airport terminal building and flooded it.

- b. Jan Knutson, Homer Chamber of Commerce & Visitor Center Director Update (10 minutes)

Jan walked Councilmembers through the contents of the new Visitor Guide, and the 2026 Shorebird Festival guide, and thanked Councilmember Venuti for her role in +the Peony Task Force.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

Scott Adams, City Resident, commented on Memorandum CC-26-067, saying that the public should see what’s happening out on the spit. Memoranda 26-072 and 26-074 regarding short-term rentals. Would be good to have statistics related to the number of short-term rentals in the City limits.

Jane Pascall, City Resident, commented on the proposed SAD on Fairview as a property owner who would be affected by the assessment. Her opposition and that of the neighbors that she spoke with is based on the fact that they don’t see a clear or proportional benefit to their properties. It does serve a broader public interest but does not serve the property owners.

Connie Woolfolk spoke as a vacation rental property manager in town representing different property owners in town. She noted serious potential problems with the proposal to have the City paid directly from VRBO or

AirBNB. What's not anticipated is the financial burden on whoever has to do the work for the city. When reservations are canceled, tax has already been collected and it has to be refunded. Right now, business owners do that directly.

Crisi Matthews, real estate broker and owner of hotels in town stated that the City should be mindful that there are a number of types of short-term vacation rentals, both hotels, housing, etc. Clear designation in code or otherwise should distinguish between the hotels and short-term rentals.

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 March 9, 2026. Recommend Approval.
- b. Memorandum CC-26-060 authorizing the issuance of a letter of non-objection to AMCO Regarding License Renewals for Boatyard Cafe, Grog Shop East End, and Finn's Pizza and new License Applications for Cosmic Homer LLC and Spittoon, LLC. Recommend Approval.

Public Comment Received.

- c. Memorandum CC-26-061 Confirming Appointments and Re-appointments to the City's Advisory Bodies. Recommend Approval.
- d. Memorandum CC-26-062 Request for Approval for Employment of Person Related to the City Manager. Recommend Approval.
- e. Ordinance 26-19, an Ordinance of the City Council of Homer, Alaska, Approving a Ten (10) Year Lease with Two (2) Thirty (30) Month Options to Renew Between the City of Homer, Alaska and Sea Assist Alaska Inc. D.B.A Sea Tow Southcentral Alaska and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommended Dates Introduction March 24, 2026, Public Hearing and Second Reading April 13, 2026.

Memorandum CC-26-063 from Port Property Associate as backup.

- f. Ordinance 26-20, an Ordinance of the City Council of Homer, Amending the FY26 Capital Budget by Appropriating \$78,792 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Pay for Previously Authorized East Hill Road City Utility Betterments Completed as Part of the Alaska Department of Transportation and Public Facilities (DOT) Repaving Project. City Manager/Public Works Director. Recommended Dates Introduction March 24, 2026, Public Hearing and Second Reading April 13, 2026.

Memorandum CC-26-064 from Public Works Director as backup.

- f. Resolution 26-021 A Resolution of the City Council of Homer, Alaska Awarding a Contract for the 2026 to 2028 Lawn Maintenance for Homer Public Library, Homer Police Department, Homer Education and Recreation Complex (HERC), and two City Parks and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend Adoption.

Memorandum CC-26-065 from Public Works Director as backup.

- g. Resolution 26-022, a Resolution of the City Council of Homer, Alaska, Awarding the High Mast Light Inspection and Service Project to Crescent Electric Supply Company. City Manager/Port Director. Recommend Adoption.

Memorandum CC-26-066 from Port Director as backup.

- h. Resolution 26-023, a Resolution of the City Council of Homer, Alaska, Approving a Third Amendment to the Copper River Seafoods Lease for a Portion of Lot 13B, City of Homer Port Industrial Subdivision No. 2, According to Plat No. 80-92, Containing 15,300 Sq Ft, KPB Parcel #18103425. City Manager/Port Director. Recommend Adoption.

Memorandum CC-26-067 from Port Property Associate as backup.

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

Mayor Lord read the names of the commissioners and board members whose appointments are confirmed by Council's approval of Memorandum CC-26-061:

Karin Marks and Theo Noomah are reappointed to the Economic Development Advisory Commission, Charlie Barnwell and Dave Schneider are reappointed to Planning Commission, Andy Haas and Kathy Carsow are reappointed to the Library Advisory Board, Ingrid Harrald is reappointed to the Parks, Art, Recreation and Culture Advisory Commission, Mary Darbonne and Jim Lepley are reappointed to the ADA Advisory Commission, and new appointments include Landa Baily to the Economic Development Advisory Commission, Kristen Phillips to the Library Advisory Board, and Mako Haggerty and Kenneth Willis to the Port and Harbor Advisory Commission. Mayor Lord thanked Mako and Landa for being present, and thanked everyone stepping down including Jan Keiser, Pat Case, Ian Pitzman, Bruce Friend, Deborah Isaak, Red Asselin-Martin, and Ellie Stefano.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

- a. Worksession Report

City Manager Jacobsen noted that the worksession included a discussion of Council's strategic priorities and reviewed some of the results of a survey regarding those items.

- b. Committee of the Whole Report

Councilmember Aderhold noted that the Committee of the Whole discussed items on the consent agenda, including:

- CC-26-060 issuing a letter of non-objection to AMCO regarding license renewals and the public comment received
- CC-26-061 confirming appointments and reappointments, noting that there are still vacancies on some of those commissions and boards. If you thought you missed your opportunity, you haven't!
- CC-20-062 approval for employment of a person related to the City Manager, confirming that there is a provision for a waiver in code.

The committee also discussed the proposed Fairview Avenue Special Assessment District mentioned in the City Manager's report. J&H Consulting, the City's state lobbyist, gave us a legislative update which included information on revenue options, the supplemental, operating, and capital budgets, and a reminder that this is an election year.

c. Mayor's Report

Mayor Lord shared the letter she sent to the Homer High Students who were involved in the Footloose musical, a memo summarizing ongoing conversations regarding the Kate Kuhns aquatic center and information that she has heard from the different parties involved in the discussion. She shared the news that she would not be running for office again, but there are still about 7 months left in her term. She noted that on Wednesday she and City staff would be meeting with the US Army Corps of Engineers to select a Tentatively Selected Plan for the Homer Harbor Expansion General Investigation Study.

d. Borough Report

Assemblymember Cooper congratulated everyone who is joining boards and commissions. She noted that while the election is far away, it's a huge lift this year with the date change and potential changes to voting locations. She also noted that even though election dates are aligned, there will not be a single ballot, there will be separate ballots for each election. The Borough is doing everything they can to have polling locations in a single building. She also provided updates on the school budget and the work the Borough is doing to secure State funds to support education.

e. Parks, Art, Recreation, and Culture Advisory Commission Report

Outgoing Commissioner Jan Keiser provided an update on the March 19th PARCAC meeting. The Commission heard from Homer United Football Club which does futsal and soccer and puts on a soccer summer camp for over 200 kids. they're having trouble finding space. Public Works Director Kort said he might be able to find some space for them to hold their camps. The Commission reviewed their strategic goals set in 2024, and noted that the commission has accomplished many of them, and some are just standing goals. Community Development Director Julie Engebretsen shared information on the updates to the HART policy and the Trails financial plan presented by Public Works Director Kort included trails that are near and dear to our heart.

f. Americans with Disabilities Act Advisory Board Report

Councilmember Parsons shared that the ADA Advisory Board talked a lot about their work plan for the year and trying to get the calendar all set up. The board would like to see language in the strategic plan move from "ADA Compliance" to "Universal Design". The board is working through the ADA Transition plan with staff and they have a whole list to work through.

g. Economic Development Advisory Commission (EDC) Report

Commissioner Young shared that the EDC has talked about short-term rentals in the past few months, and is seeking guidance from Council to research scenarios to guide future ordinances.

Memorandum CC-26-068 from EDC regarding Short-Term Rentals

h. Planning Commission (PC) Report

Memorandum CC-26-069 from PC regarding Short-Term Rentals

i. Conversations with A Councilmember – Councilmember Parsons

Councilmember Parsons shared that it was a lively conversation and that his son Jackson was able to join in because he was on spring break. Many conversations about short-term rentals and downtown vibrancy.

PUBLIC HEARING(S)

- a. 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. Introduction March 9, 2026, Public Hearing and Second Reading March 23, 2026.

Memorandum CC-26-053 from Community Development Director as backup.

Mayor Lord opened the Public Hearing.

Scott Adams, City Resident, said he'd like to see the land fund be used for this purchase instead of the CARMA fund. He expressed concerns about the process because the property was listed in February, signs were taken down, and this was pending before council had even met. This property could have been 4 homes.

There were no further comments and the hearing was closed.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 26-17 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

City Manager Jacobsen shared that Water CARMA was the originally selected funding source, and the Land Fund did not have sufficient funds available.

Mayor Lord stated that this use is in line with the policies of the Water CARMA fund and noted that the purchase is for a utility and should not be paid from the general fund.

Councilmembers discussed concern that this fund could be need to repair other water system assets, and the fact that owning the parcel allows the City flexibility for whatever comes down the line. Increased filtration capacity could loosen some of the restrictions placed on land that is very far away from the reservoir. Cities should always protect their watershed and their water, many cities have enormous areas for water and they still outgrew their infrastructure.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- b. 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. Introduction March 9, 2026, Public Hearing and Second Reading March 23, 2026.

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

Mayor Lord opened the Public Hearing.

Scott Adams, City Resident, commented that this purchase should be fully funded from the land fund instead of partially using unrestricted general fund balance.

There were no further comments and the hearing was closed.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 26-18 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

CITY MANAGER'S REPORT

a. City Manager's Report

The City Manager highlighted certain items in her report, including that on March 19th Chief Robl swore in the new police chief Michael Scanlon before stepping down, and she is excited for chief Robl in his retirement. KPBA assembly adopted the 2045 Homer Comprehensive Plan, appreciate everyone who participated in that process. City Surplus sale is open as an online auction on Public Surplus. The HERC gym floor is in progress and on track to reopen at the end of March. She also commented that she wasn't interested in pursuing a Special Assessment District on Fairview given the lack of public interest.

The Airport Terminal issue is not in the written report because it is a recent development from Sunday the 22nd. Someone noticed water coming out of the building and contacted Homer Police who called in Public Works to get the airport opened up and shut off the water. She expressed appreciation for Public Works staff who were out in the cold last night getting that shut off. Airport terminal will be closed for an undetermined amount of time, and Aleutian Airways is processing passengers out of the Bald Mountain Air office.

Councilmembers discussed the possibility of putting the road through on East Fairview as a City project instead of a Special Assessment district. Pedestrian amenities could be added as a part of the project, either a flashing light or a four way stop if the road allows for it. Something to improve safety for the kids using that road to travel to school—non-city funds are available for a demonstration project supporting safe school access. It'd be a shame to get rid of the trail.

b. Monthly FY26 Report

PENDING BUSINESS

NEW BUSINESS

- a. Memorandum CC-26-072 from Community Development Director regarding Short Term Rentals direction from Council to Administration and Commissions

Community Development Director Engebretsen noted that Short Term Rentals (STRs) are a hot issue in the community. What the Economic Development Advisory Commission really needs from Council is direction on what policies they should consider so that six months from now when EDC is having a conversation, they can explain why they're doing the work that they are. This work is happening around the same time as the Title 21 rewrite, which will include a Short-term Rental Registration System. On Tuesday March 31st the Public Comment Draft of the code will appear on the City Website, kicking off a 45-day comment period. Council could allow that process to play out and revisit the STR conversation in a year, or they could choose to have the two processes play out simultaneously.

Councilmembers Erickson and Davis offered the sponsors working with Julie on the resolution. Directed conversation and fact-finding is going to be really important. Anyone else with feedback on what to consider for the resolution can send that information to Julie to incorporate in the final resolution.

RESOLUTIONS

COMMENTS OF THE AUDIENCE

Charles Anderson commended Mayor Lord, thanking her for sending out Strong Towns information to the Kachemak Board of Realtors. If anyone in this room who's concerned about zoning or housing hasn't listened to that presentation yet, there's some phenomenal language in there.

Scott Adams, City Resident, noted that he met with Councilmember Venuti and City Manager at Conversations with a Councilmember in February. Requested that the property owner with 5 boats on his lot should be

parking his boats in our boatyard instead of on the City's road. He suggested that mil rates should be different for properties that don't have access to City sewer & water. A young man on the EDC was also at that meeting, and he's a part of Guiding Growth in Homer. He suggested that if you have a lot that you aren't developing you should sell it. And if you have two homes you should sell one.

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

City Clerk Woodruff announced open seats on the City's Boards and Commissions.

COMMENTS OF THE CITY MANAGER

City Manager Jacobsen announced open positions with the City.

COMMENTS OF THE MAYOR

Mayor Lord noted that being within City Limits does not automatically mean you have access to water and sewer, and those services are paid for solely through the user fees for water and sewer. There are a lot of opinions in this town, and we are better when we have diverse voices at all of our tables. Thank you to everyone dealing with frozen pipes and broken infrastructure. It has been really cold.

COMMENTS OF THE CITY COUNCIL

Councilmember Erickson apologized for not joining in person, noting that she is feeling under the weather but getting better. She was bummed to miss Footloose so she watched the actual movie instead. We're hitting over 30 now, it feels really warm, we're continuing to enjoy the sunshine.

Councilmember Venuti noted that Footloose was wonderful, the energy was amazing coming from the High School students. She offered a shoutout to Public Works. A friend had frozen pipes on Friday and someone from Public Works showed up Saturday with an as-built of her water system and she had running water within 30 minutes. March 27, 1964 was a terrible time for Alaska's history with the earthquake and the resulting tsunami. This anniversary is a good time to refresh your food and supplies, medicine, pet food, etc. so you are ready to evacuate. Remember the people who lost their lives because they were out of radio contact and didn't know to leave the beach. Remember that that could happen again, when it does, be ready to depend on yourself for the first couple of days. Continue to shop local.

Councilmember Parsons thanked City Clerk Woodruff for keeping things going, and noted that for City Manager Jacobsen, it never stops. He extended a special thank you to board members and commissioners.

Councilmember Aderhold noted that for anyone who's afraid to comment before Council, sometimes it's the comments from people who you've never seen before that come in and just change everything. If we are covering something that you have some special knowledge about, you should come in and talk to us. We appreciate people coming in and giving us their feedback. She attended the Friday evening banquet for the Homer Volunteer Fire Department, it was an honor to be invited. Some of the paid staff and some of the volunteers were there. It was great to see the camaraderie in action. Things seem to happen in this state at the end of March. We also had a major oil spill in 1989 at the end of March. I don't want us to forget that and how impactful it was to the residents of Southcentral Alaska.

Councilmember Davis said that Footloose was quite amazing. While the Council has a policy of not responding directly to public testimony, he was glad that during land purchase conversations, it was specifically stated that we can't use general fund money for the water system.

Councilmember Hansen said that it is always lovely to see a full lobby in a Council meeting, it makes it more fun for us. Since our last meeting there was a lot of water activity on Soundview.

There being no further business to come before the Council, Mayor Lord adjourned the meeting at 8:13 p.m. Next Regular Meeting is Monday, April 13, 2026, at 6 p.m., Worksession at 4:00 pm., 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-26-075

Appointment of Holly Dickson to the Parks, Arts, Recreation and Culture Advisory Commission

Item Type: Action Memorandum
Prepared For: Homer City Council
Date: April 8, 2026
From: Mayor Lord

Holly Dickson is appointed to a seat on the Parks, Arts, Recreation and Culture Advisory Commission with a term that will expire on March 31st, 2029. No other applications to serve on the commission have been received to-date, and after this appointment is confirmed one seat will remain open, for a term that expires in 2027.

Recommendation:

Confirm the appointment of Holly Dickson to the Park, Arts, Recreation and Culture Advisory Commission.

Attachments:

Application of Holly Dickson



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

Office of the City Clerk

491 East Pioneer Avenue

Homer, Alaska 99603

Phone: (907) 235-3130

Fax: (907) 235-3143

clerk@cityofhomer-ak.gov

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

Applicant Information

Full Name: Holly Dickson

Physical Address Where you Claim Residency: 998 Lakeside Dr

Mailing Address: 998 Lakeside Dr

City: Homer State: AK Zip: 99603

Phone Number(s): [REDACTED]

Email: [REDACTED]

Advisory Body You Are Requesting Appointment To

- Planning Commission** – Meetings held on the 1st and 3rd Wednesday of each month at 6:30 p.m. and Worksessions at 5:30 p.m. prior to each meeting. No first meeting in July or second meetings in November and December.
- Parks, Art, Recreation & Culture Advisory Commission** – Meetings held on the 3rd Thursday of February through June and August through November at 5:30 p.m.
- Port & Harbor Advisory Commission** – Meetings held on the 4th Wednesday of January, February, March, April, September, and October at 5:30 p.m.; the 4th Wednesday of May, June, July, and August at 5:30 p.m.; and the 2nd Wednesday of December at 5:30 p.m.
- Economic Development Advisory Commission** – Meetings held on the 2nd Tuesday of each month at 6:00 p.m.
- Library Advisory Board** – Meetings held on the 3rd Tuesday of each month, excluding June and July, at 5:30 p.m.
- ADA Advisory Board** – Meetings held on the 2nd Thursday in the months of April, May, June, July, October, November, and as needed at 4:00 p.m.
- Other** – Please Indicate _____

Please Answer the Following

Are you a City Resident? Yes No If yes, how long have you been a City resident? ⁵ _____

How long have you been a resident of the South Peninsula area? 35 years

Background Information

Have you ever served on a similar advisory body? If so please list when, where, and how long:

No

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

None

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

None that is particularly related, but I do have experience with my job with land use permitting and assessing the impact of proposed activities on habitat.

Why are you interested in serving on the selected Advisory Body? This may include information on future goals or projects you wish to see accomplished or any additional information that may assist the Mayor in the decision making process. You may attach an additional page if needed.

My primary motivation for serving on the Parks, Art, Recreation & Culture AC stems from growing up in Homer, witnessing the growth and change this town has experienced (especially recently) and becoming an active consumer of the arts and the outdoor recreation opportunities Homer has to offer once I moved back as an adult. I live in town and spend hours weekly walking my dog or running around the City's streets and trails. I would love to be involved with further developing public access to trails within the City. I think it's one of the primary things that the City of Homer lacks in comparison to some other small towns in Alaska. The land use and future development of parks and recreation facilities is also something I would be particularly excited to provide insight on, especially having witnessed the changing use of facilities like the Karen Hornaday Campground. Facilitating art in public spaces and supporting arts efforts in the City is important to me, especially for providing those opportunities for the City's youth. In short, I would be excited to contribute to the efforts on parks, recreation, and the arts as a lifelong Homer resident and a member of one of the younger adult generations residing in Homer.

FOR PLANNING COMMISSION ONLY:

Have you ever developed real property other than a personal residence? If yes, briefly explain:

FOR PORT & HARBOR ADVISORY COMMISSION ONLY:

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

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



MEMORANDUM

Travel Authorization for Lobbying Efforts in Washington DC, May 11-14, 2026

Item Type: Action Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: April 8, 2026
From: Melissa Jacobsen, City Manager

The City has a contract with The Ferguson Group (TFG) for Federal Lobbying Services. In working with our lobbyists there has been encouragement for an elected official from the City to travel to Washington DC to meet with our Federal Delegation and their staff to build relationships and promote the federal funding requests that are necessary for completion of important City projects.

Mayor Pro Tem Erickson has expressed her interest and availability to travel to Washington DC for this important lobbying effort. If she finds she is unable to attend, this authorization can be extended to another Council Member.

Meetings will be scheduled for Monday, May 11th through May 14th, so travel will commence over the weekend prior.

Approximate cost estimates for travel include round trip airfare from Homer to Washington DC at \$1200 and room rates starting at \$250 per night. These costs may vary depending on availability at scheduling. Per Diem is \$58 per day, for three meals.

Recommendation: Approve travel authorization for travel to Washington DC for lobbying purposes.



MEMORANDUM

CC-26-077

An Ordinance of the City Council of Homer, Alaska, Amending the FY26 Capital Budget by Appropriating an Additional \$2,398.66 from the IT Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purchase of Shared Network Storage at Multiple City Buildings.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: March 31, 2026
From: Bill Jirsa, Chief Technology Officer
Through: Melissa Jacobsen, City Manager

On February 9, 2026, the City Council adopted Ordinance 26-08, which accepted and appropriated FY26 State of Alaska Community Assistance Program (CAP) funds for the replacement of aging shared network storage infrastructure across several City facilities. That ordinance enabled the initial procurement of the storage system hardware.

During fulfillment, fluctuations in server and storage hardware pricing resulted in actual costs exceeding the original quoted estimates. These changes reflect broader market volatility affecting server and storage hardware (electronics vendors have lately provided pricing quotes that are valid for one week or less) and were identified after the initial CAP appropriation was finalized.

The requested additional appropriation of \$2,398.66 will be funded entirely from the IT CARMA Fund. Sufficient funding is available within the CARMA allowance. The hardware has been received, and IT staff will complete the installation, so no additional funding will be required.

RECOMMENDATION:

Appropriating an Additional \$2,398.66 from the IT Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purchase of Shared Network Storage.

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

3 City Manager

4 **ORDINANCE 26-08**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING THE FY26 CAPITAL BUDGET BY ACCEPTING AND
8 APPROPRIATING THE FY26 STATE OF ALASKA COMMUNITY
9 ASSISTANCE PROGRAM PAYMENT IN THE AMOUNT OF \$98,129.84
10 FOR THE PURCHASE OF SHARED NETWORK STORAGE AT
11 MULTIPLE CITY BUILDINGS.
12

13 WHEREAS, In FY26 the City of Homer received \$98,129.84 from the Community
14 Assistance Program (CAP) which has not yet been accepted or appropriated; and
15

16 WHEREAS, The application for the FY26 Community Assistance Program funds
17 indicated the City of Homer would designate those funds towards the purchase of Shared
18 Network Storage; and
19

20 WHEREAS, The existing hardware is five years old and will reach the end of the
21 manufacturer support later this year; and
22

23 WHEREAS, The City anticipates replacing four servers with this funding; and
24

25 WHEREAS, This funding will alleviate the need for a mid-biennium budget adjustment
26 request for the purchase.
27

28 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
29

30 Section 1. The Homer City Council hereby amends the FY26 Capital Budget by accepting
31 the FY26 Community Assistance Program payment as follows:
32

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-xxxx	FY2026 Community Assistance Program	\$98,129.84

33
34
35
36 Section 2. The Homer City Council hereby amends the FY26 Capital Budget by
37 appropriating the FY26 Community Assistance Program payment as follows:
38

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-xxxx	Shared Network Storage	\$98,129.84

42 Section 3. This ordinance is a budget ordinance only, is not permanent in nature and
43 shall not be codified.

44

45 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 9th day of February, 2026.

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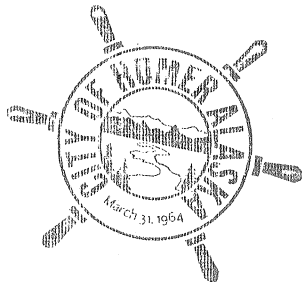
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CITY OF HOMER

Shelly Erickson

SHELLY ERICKSON, MAYOR PRO TEM

54 ATTEST:

55

56

57

Amy Woodruff

AMY WOODRUFF, CITY CLERK

58

59 YES: 6

60 NO: 0

61 ABSTAIN: 0

62 ABSENT: 0

63

64 First Reading: *January 26, 2026*

65 Public Hearing: *February 9, 2026*

66 Second Reading: *February 9, 2026*

67 Effective Date: *February 10, 2026*

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Additional Funding - Shared Network Storage</u>	DATE	<u>04/09/2026</u>
DEPARTMENT	<u>Administration</u>	SPONSOR	<u>City Manager/CTO</u>
REQUESTED AMOUNT	<u>\$ 2,398.66</u>		

DESCRIPTION	Ordinance 26-08 amended the FY26 Capital Budget to accept and appropriate Community Assistance Program funds of \$98,129.84 for the purchase of shared network storage at multiple City buildings. Due to volatility in server and storage hardware pricing and market conditions between the time of the original cost estimate and final procurement, the actual cost of the shared network storage equipment exceeded the original quoted amount. The IT Capital Asset Repair and Maintenance Allowance (CARMA) Fund was established to support repair, replacement, and maintenance of City technology infrastructure and capital assets.
-------------	---

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

FUNDING SOURCE 1: IT CARMA (156-0398)	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 96,284</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 75,747</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 2,398.66</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>\$ 18,138</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 City Manager/Chief Technology Officer

4 **ORDINANCE 26-21**
5

6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING THE FY26 CAPITAL BUDGET BY APPROPRIATING AN
8 ADDITIONAL \$2,398.66 FROM THE IT CAPITAL ASSET REPAIR AND
9 MAINTENANCE ALLOWANCE (CARMA) FUND FOR THE PURCHASE
10 OF SHARED NETWORK STORAGE AT MULTIPLE CITY BUILDINGS.
11

12 WHEREAS, Ordinance 26-08 amended the FY26 Capital Budget to accept and
13 appropriate Community Assistance Program funds of \$98,129.84 for the purchase of shared
14 network storage at multiple City buildings; and
15

16 WHEREAS, Due to volatility in server and storage hardware pricing and market
17 conditions between the time of the original cost estimate and final procurement, the actual
18 cost of the shared network storage equipment exceeded the original quoted amount; and;
19

20 WHEREAS, The IT Capital Asset Repair and Maintenance Allowance (CARMA) Fund was
21 established to support repair, replacement, and maintenance of City technology infrastructure
22 and capital assets.
23

24 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
25

26 Section 1. The Homer City Council hereby amends the FY26 Capital Budget by
27 appropriating an additional \$2,398.66 as follows:
28

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
156-0398	Shared Network Storage	\$2,398.66

31
32 Section 2. The total project cost budget is \$100,528.50, as follows:
33

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-xxxx	FY2026 Community Assistance Program	\$98,129.84
156-0398	IT CARMA – New Appropriation	\$2,398.66

34
35
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37
38 Section 3. This ordinance is a budget amendment only, is not of a permanent nature
39 and is a non code ordinance.
40

41
42 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:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER

RACHEL LORD, MAYOR



MEMORANDUM

CC-26-078

Resolution 26-024, A Resolution of the City Council of Homer, Alaska Concurring with and Endorsing Alternative 2 as the Tentatively Selected Plan for the Homer Harbor Expansion General Investigation Study as Recommended by the U.S. Army Corps of Engineers.

Item Type: Backup Memorandum
Prepared For: Mayor and City Council
Date: April 8, 2026
From: Jenny Carroll, Special Projects & Communications Coordinator and Bryan Hawkins, Port Director
Through: Melissa Jacobsen, City Manager

PURPOSE

This memorandum provides backup information for City Council consideration of Resolution 26-024 endorsing and concurring with the US Army Corps of Engineers' recommendation of Alternative 2 as the Tentatively Selected Plan (TSP) for the Homer Harbor Expansion General Investigation Study.

BACKGROUND

The U.S. Army Corps of Engineers (USACE) and the City have been advancing the General Investigation to evaluate five different alternatives to alleviate overcrowding and navigational safety concerns in Homer's Port and Harbor. The analysis includes fleet demand, environmental assessments and ecological modeling, geotechnical investigation and economic modeling, working toward the Tentatively Selected Plan (TSP) Milestone, where an alternative is selected to be further developed in the Draft and eventual final Feasibility Report.

Initially, the PDT selected Alternative 1B as their recommended plan. After the PDT presented their recommendation to the City for consideration, City Council held a Special Meeting on June 2, prior to the July 23 USACE TSP Milestone meeting to review the TSP recommendation, and selected Alternative 2.

At the July 23, 2025 TSP meeting with USACE Pacific Ocean Division leadership, the PDT presented their recommendation (Alternative 1B), the calculations supporting it and endorsed moving Alternative 2 forward as a Locally Preferred Plan. Under USACE policy, the City would have been required to cover the cost difference from Alternative 1B.

General Goetz, Commander of the Pacific Ocean Division, gave only tentative approval for Alternative 2 and directed the PDT to complete additional work before finalizing the recommendation. His directives included: completing economic analysis under the Remote and

Subsistence Harbors authorization, updating the breakwater cross-section design after receiving geotechnical boring results, refining the environmental model, and reevaluating the recommended plan after completing these tasks.

UPDATED ANALYSIS

Since July 2025, the PDT has addressed General Goetz's requirements and navigated new federal requirements mandating that all General Investigation studies complete 35% design (up from the previous 15% requirement). The PDT has now completed updated analysis incorporating:

- Geotechnical data and findings
- Refined breakwater design specifications
- Updated economic and environmental models
- Revised cost estimates.

On March 25, 2026, the PDT presented the results of this updated analysis to City staff in Anchorage, explaining how the new data affected the Alternatives Analysis. Based on this comprehensive analysis, the PDT is recommending Alternative 2 as the Tentatively Selected Plan. An overview of the updated analysis will be presented during an in-person HHE Quarterly Update at the April 13, 2026 City Council Committee of the Whole meeting.

The USACE requested the City's concurrence with Alternative 2 as the recommended plan or to designate an alternative locally preferred plan so they can proceed with completing the Draft Feasibility Report, scheduled for release for public comment and agency review on May 22, 2026.

The proposed resolution endorses and concurs with Alternative 2 as the Tentatively Selected Plan for the Homer Harbor Expansion General Investigation Study.

Key considerations:

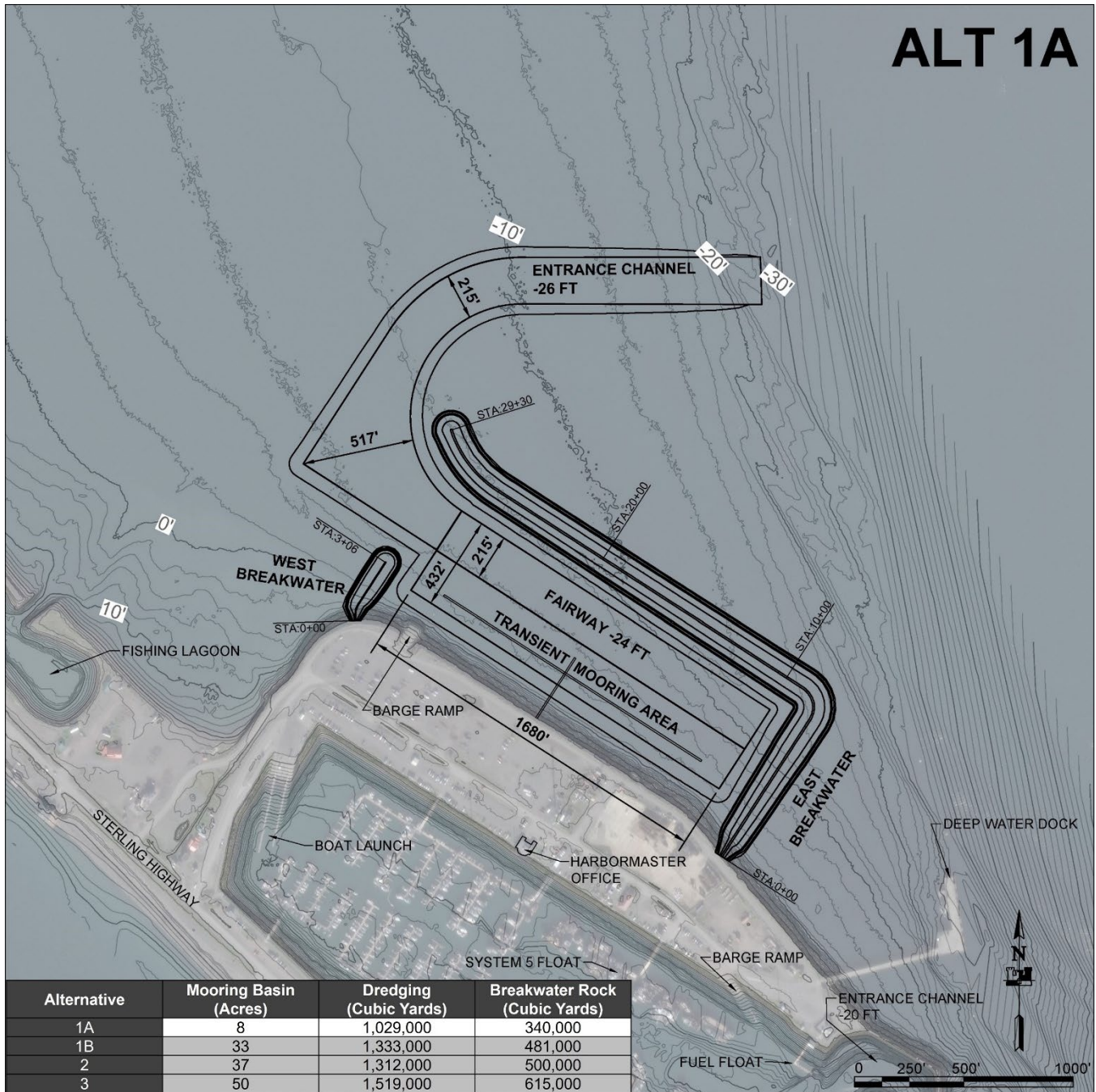
- Maintains consistency with Council's previous June 2, 2025 selection.
- Eliminates Buy-Up Requirement: Alternative 2 removes the buy-up requirement that was present prior to the TSP re-evaluation.
- Public Comment Opportunity: The Draft Feasibility Report will be released for public and agency review in May 2026, providing opportunity for community input before the study is finalized.
- Does not constitute a commitment of City funds. Any future local financial participation will require completion of the Chief's Report (tentatively scheduled for March 2027) and separate Council authorization.

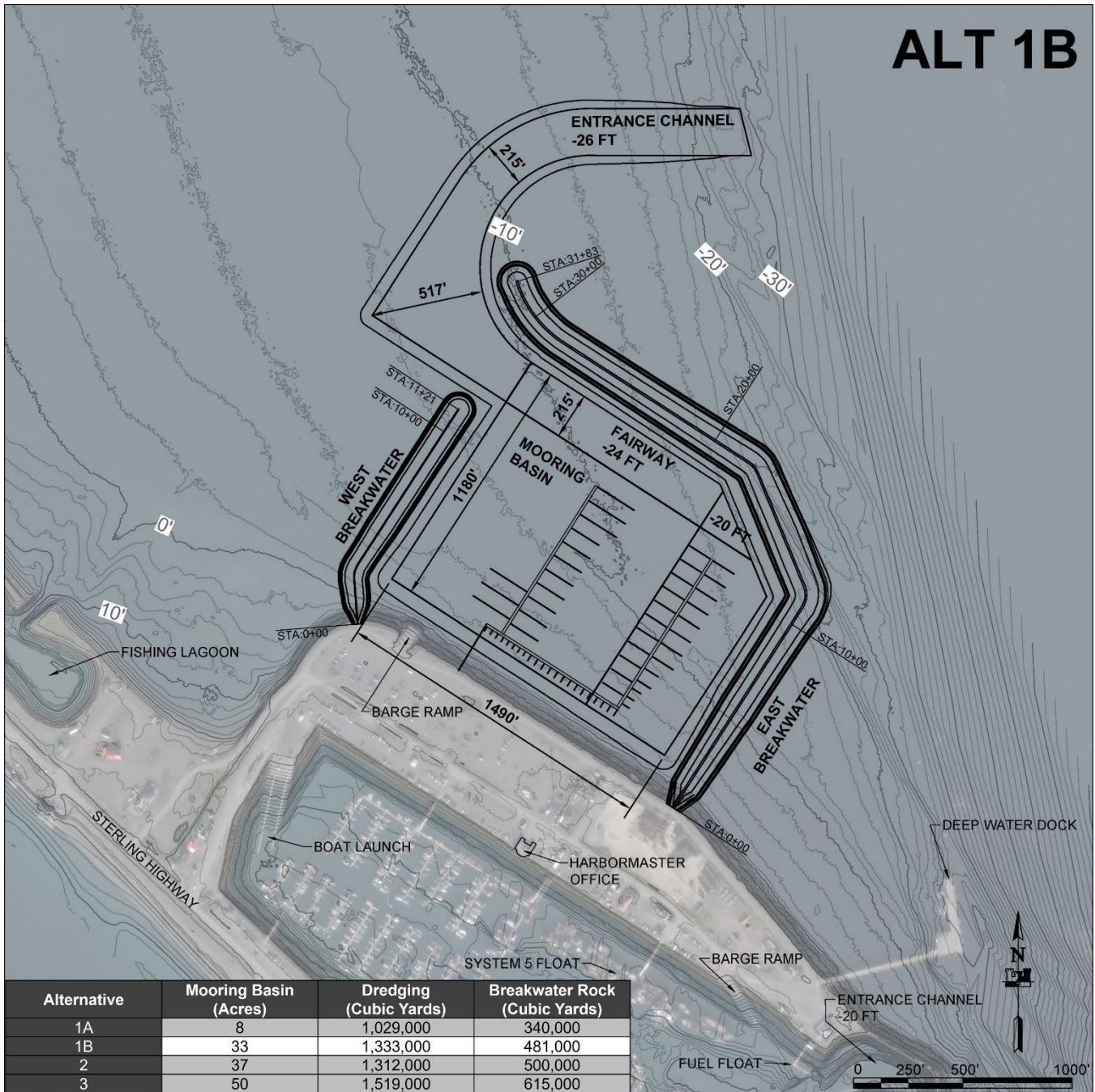
STAFF RECOMMENDATION

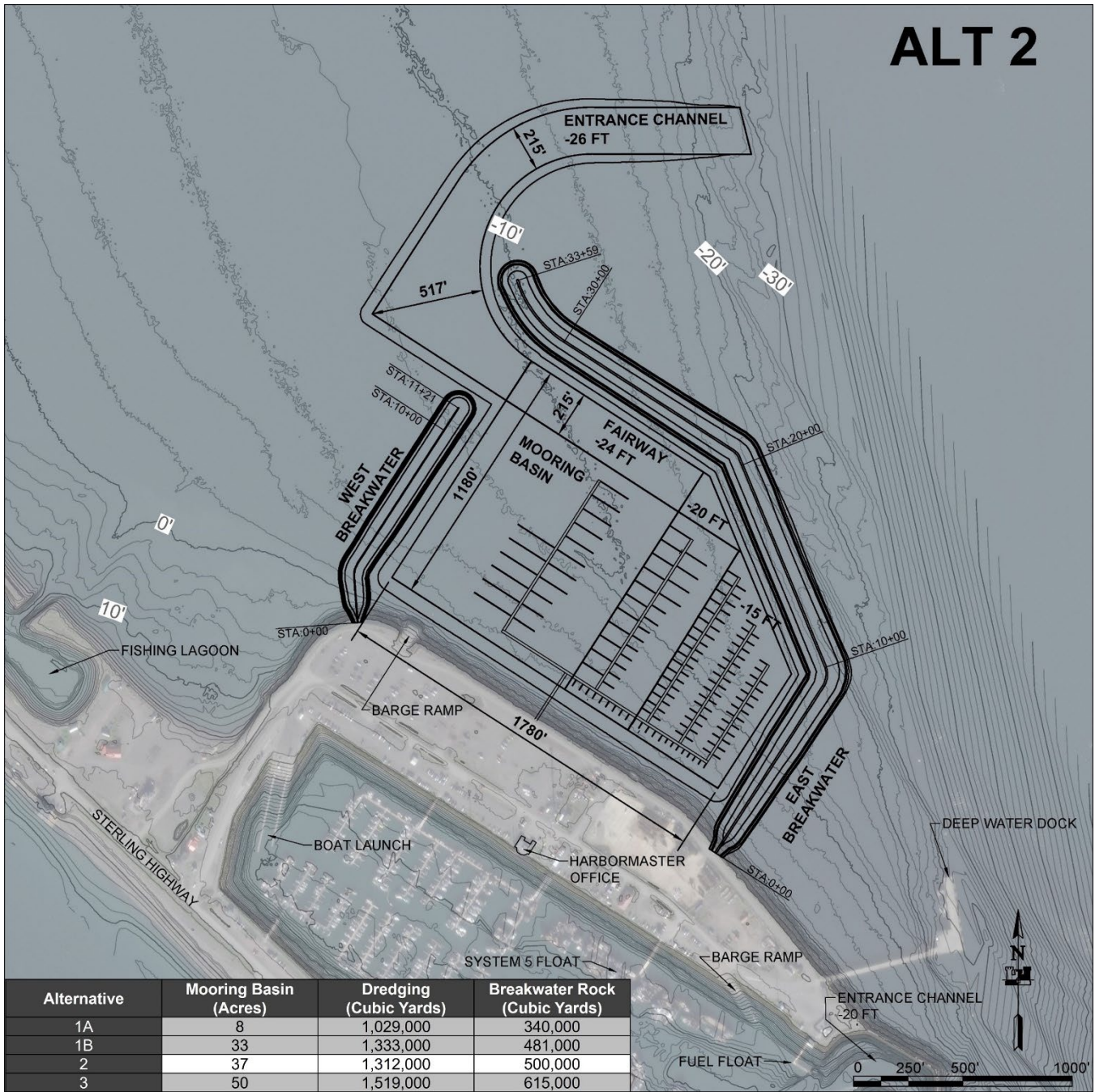
Approval of the resolution endorsing and concurring with Alternative 2 as the Tentatively Selected Plan for the Homer Harbor Expansion General Investigation Study.

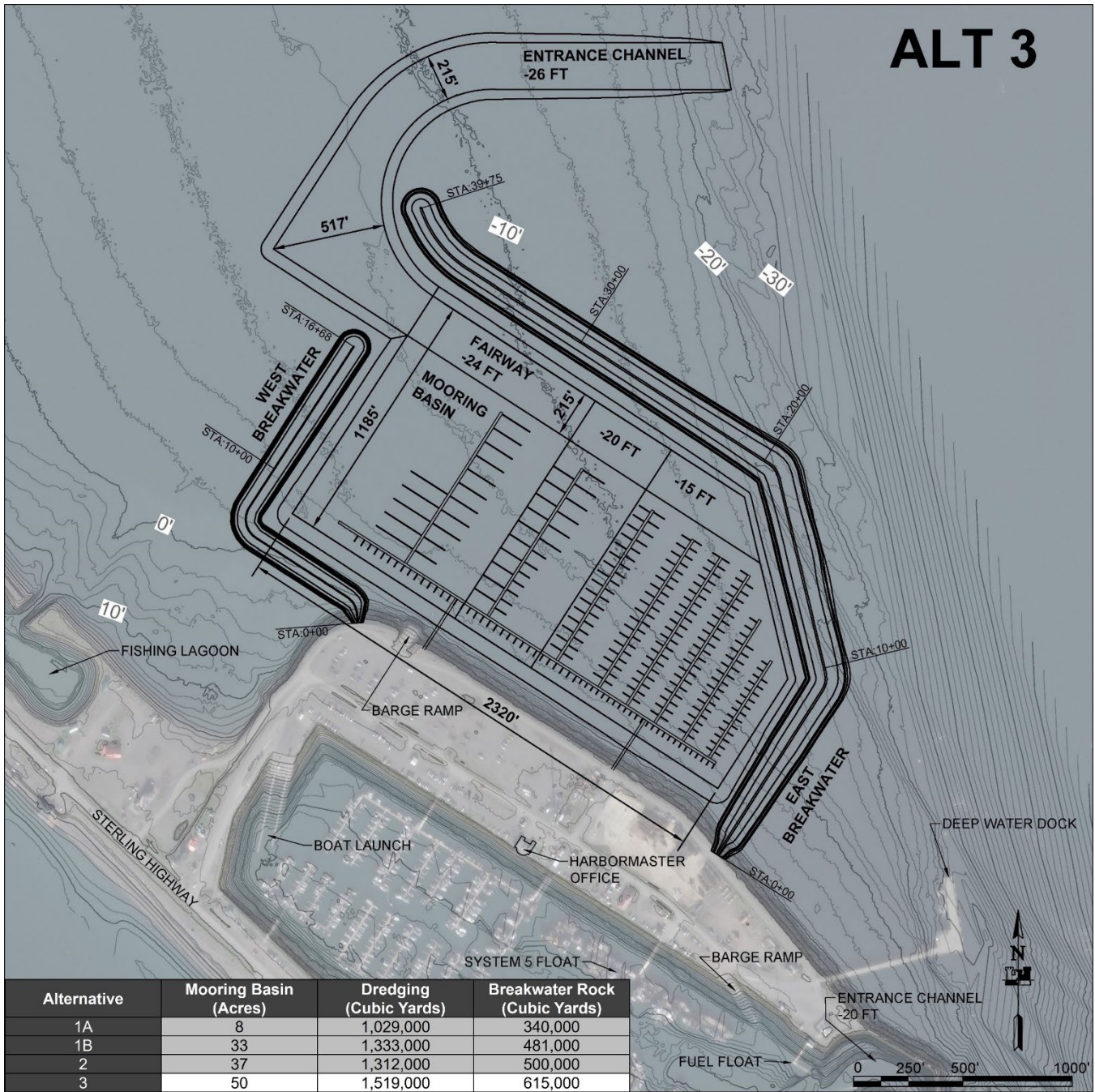
ATTACHMENTS

Illustrations of Alternatives 1A, 1B, 2, and 3









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

3 Mayor/Council

4 **RESOLUTION 26-024**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
7 CONCURRING WITH AND ENDORSING ALTERNATIVE 2 AS THE
8 TENTATIVELY SELECTED PLAN FOR THE HOMER HARBOR
9 EXPANSION GENERAL INVESTIGATION STUDY AS RECOMMENDED
10 BY THE U.S. ARMY CORPS OF ENGINEERS.

11
12 WHEREAS, Homer City Council has identified the Homer Harbor Expansion as its top
13 Legislative Priority project in the Capital Improvement Project (CIP) for many years; and

14
15 WHEREAS, On March 29, 2023 the City of Homer entered into a Federal Cost Share
16 Agreement with the US Army Corps of Engineers to engage in a General Investigation study to
17 provide an economic, environmental, geophysical and engineering analysis of design solutions
18 to alleviate capacity constraints and navigational safety concerns in Homer Port and Harbor;
19 and

20
21 WHEREAS, Homer City Council Ordinance 20-06 appropriated local sponsor match
22 funds required to initiate the U.S. Army Corps of Engineers General Investigation study and
23 Homer City Council Ordinance 24-05 appropriated additional match funds required to
24 continue the investigation under an expanded scope per updated U.S. Army Corps of Engineers
25 guidance; and

26
27 WHEREAS, The State of Alaska, through two Designated Legislative Grants is sharing in
28 50% of the local sponsor match requirement of the General Investigation; and

29
30 WHEREAS, The U.S. Army Corps of Engineers' Project Development Team has
31 completed comprehensive analysis including fleet demand analysis, environmental
32 assessments, geotechnical investigations, economic modeling, and evaluation of multiple
33 design alternatives; and

34
35 WHEREAS, The Project Development Team presented their updated alternatives
36 analysis on March 25, 2026 in Anchorage, Alaska, and has determined that Alternative 2 is their
37 recommended Tentatively Selected Plan; and

38
39 WHEREAS, The U.S. Army Corps of Engineers has requested the City identify a preferred
40 alternative, either by concurring with the recommended Alternative 2 or by identifying an
41 alternative locally preferred plan, prior to the U.S Army Corps of Engineers completing the
42 Draft Feasibility Report; and

44 WHEREAS, The Homer City Council reviewed the initial alternatives analysis and
45 selected Alternative 2 as the City's locally preferred plan at a Special Meeting on June 2, 2025,
46 and reviewed the updated alternatives analysis at a Committee of the Whole meeting on April
47 13, 2026.

48
49 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
50 endorses and concurs with Alternative 2 as the Tentatively Selected Plan for the Homer Harbor
51 Expansion General Investigation study, as recommended by the U.S. Army Corps of Engineers.

52
53 PASSED AND ADOPTED by the Homer City Council this 13th day of April, 2026.

54
55 CITY OF HOMER

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58
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60 _____
61 RACHEL LORD, MAYOR

62 ATTEST:
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64 _____
65 AMY WOODRUFF, CITY CLERK

**CITY OF HOMER
HOMER, ALASKA**

Aderhold

RESOLUTION 26-025

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
URGING THE ALASKA STATE LEGISLATURE TO FULLY FUND
COMMUNITY ASSISTANCE AND COMMUNITY JAILS PROGRAMS IN
THE FISCAL YEAR 2027 STATE BUDGET.

WHEREAS, The Community Assistance Program (CAP) is a foundational state-local revenue sharing partnership that provides Alaska municipalities and unorganized communities with flexible funding essential to delivering basic public services, including public safety, roads, utilities, and emergency response; and

WHEREAS, CAP helps fund unfunded mandates and fills the gap between rising operational costs and limited local revenue options, enabling the City to more sustainably deliver core services that residents depend upon every day; and

WHEREAS, CAP, currently only funded at \$20 million in the FY27 budget, requires an additional \$10 million to fully capitalize the Fund; and

WHEREAS, Fully capitalizing the Fund for FY27 assists municipalities like ours to meet the needs of our community and ensures that there isn't a question about the fund next year; and

WHEREAS, Community Jails represent a vital component of Alaska's statewide public safety infrastructure, providing local detention capacity that directly supports State law enforcement, State courts, and the broader criminal justice system; and

WHEREAS, without adequate state funding, community jails face reduction of community jail capacity and the risk of closure, which would severely constrain the ability of local law enforcement to hold detainees and would compromise the effective functioning of the State-driven detention and adjudication system; and

WHEREAS, the closure or reduction of community jail capacity would not reflect any failure of commitment by local governments or law enforcement, but rather the structural reality that municipalities cannot absorb the costs of operating detention facilities that serve broader State public safety responsibilities; and

WHEREAS, full funding of Community Jails at \$14.5 million is necessary to preserve this essential public safety capacity across Alaska; and

44 WHEREAS, the Legislature has a responsibility to ensure that state-local partnerships,
45 particularly those involving public safety and core municipal services, are maintained with
46 adequate and consistent state investment.

47
48 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby urges
49 the Alaska State Legislature to appropriate an additional \$10 million in the FY2027 State
50 Budget to fully capitalize the Community Assistance Fund at \$90 million; and

51
52 BE IT FURTHER RESOLVED that the City Council of Homer, Alaska urges the Alaska State
53 Legislature to fully fund Community Jails at \$14.5 million in the FY2027 State Budget to
54 preserve this essential public safety capacity to meet State and local law enforcement needs;
55 and

56
57 BE IT FURTHER RESOLVED that the City Clerk is directed to transmit a copy of this
58 Resolution to the members of the Legislature representing Homer, House and Senate Finance
59 Committee members and the Governor of the State of Alaska.

60
61 PASSED AND ADOPTED by the Homer City Council this 13th day of April, 2026.

62
63 CITY OF HOMER

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66
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68 _____
69 RACHEL LORD, MAYOR

70 ATTEST:
71
72 _____
73 AMY WOODRUFF, CITY CLERK



MEMORANDUM

Resolution 26-026, A Resolution of the City Council of Homer, Alaska Approving a Contract Extension with Agnew Beck Consulting of Anchorage, Alaska, for the Completion of the 2045 Comprehensive Plan and the Update of the Title 21 Zoning and Planning Code 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: April 2, 2026
From: Ryan Foster, City Planner
Through: Melissa Jacobsen, City Manager

On October 23, 2023, the Homer City Council approved Resolution 23-119 approving a contract to Agnew::Beck consulting to develop a new comprehensive plan and a complete update of the Title 21 Zoning and Planning Code. The Homer City Council adopted the 2045 Homer Comprehensive Plan Update on November 24, 2025. The Kenai Peninsula Borough adopted the 2045 Homer Comprehensive Plan on March, 17 2026. On March 31, 2026, the consultant released a public review draft of the new Title 21 Zoning Code for a 45-day public comment period. The contract for this project was for a total of two years expiring on December 18, 2025. A contract extension to July 1, 2026 was approved by the City Council on November 24, 2025 to allow the consultant to continue working with the community on the zoning code update. An additional extension is necessary to allow the consultant to continue working with the community and submit a public hearing draft of a new zoning code by August 15, 2026.

There are two changes in this contract extension, the contract expiration date, which would be extended to August 15, 2026 and that City staff will take the Public Hearing Draft of the code through the Public Hearing processes with the Planning Commission and City Council. There will be no additional cost to the City of Homer for this contract extension.

RECOMMENDATION:

Approve the contract extension to August 15, 2026.

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 23-119

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A CONTRACT WITH AGNEW BECK CONSULTING OF ANCHORAGE, ALASKA, FOR AN AMOUNT NOT TO EXCEED \$650,000 FOR THE PURPOSE OF DEVELOPING A NEW COMPREHENSIVE PLAN AND A COMPLETE UPDATE OF THE TITLE 21 ZONING AND PLANNING CODE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, At the October 10, 2022, City Council Meeting, staff provided a memorandum recommending a two-stage process, a Request for Qualifications and a Request for Proposals, for soliciting professional planning services to develop a new Comprehensive Plan and a complete update of the Title 21 Zoning and Planning Code; and

WHEREAS, The Request for Qualifications was advertised in the Homer News October 27, 2022 and November 3, 2022, and sent to two plans rooms in the state and three plans rooms out of state, and posted on the city website; and

WHEREAS, Qualifications were due by 4:30 p.m. Friday December 9, 2022 and four statements of qualifications were received by the City Clerk's Office; and

WHEREAS, A committee reviewed statements of qualifications on December 13, 2022, selecting three of the four firms for the second stage Request for Proposals process; and

WHEREAS, Proposals were due by 4:30 p.m. Friday January 20, 2023 and three proposals were received by the City Clerk's Office; and

WHEREAS, A committee reviewed proposals on February 1, 2023, selecting the firm of Agnew Beck Consulting of Anchorage, Alaska as the most responsive fitting the requirements of the City; and

WHEREAS, Resolution 23-017 was approved at the February 27, 2023 Council meeting;
and

WHEREAS, Resolution 23-017 for the contract award was vetoed by Mayor Castner; and

WHEREAS, Ordinance 23-11 reduced the project budget from \$650,000 to \$250,000; and

44 WHEREAS, The City of Homer Biennial FY24/25 Capital Budget included \$400,000 for the
45 Comprehensive Plan update; and

46
47 WHEREAS, The project scope of work needs to clarify that the comprehensive plan
48 components to update include the 2018 Comprehensive Plan, 2011 Spit Comprehensive Plan,
49 2006 Town Center Development Plan; and

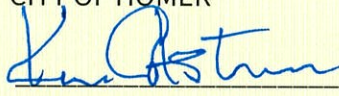
50
51 WHEREAS, The project scope of work needs to establish deliverables and review time
52 built into the entire process including a 35%, 65%, 95%, and final deliverable for both the
53 Comprehensive Plan and Title 21 Zoning and Planning Code; and

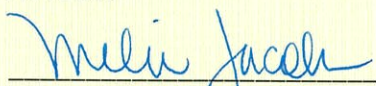
54
55 WHEREAS, The project scope of work needs to create a steering committee to aid in the
56 guidance of developing the comprehensive plan and zoning code update; and

57
58 WHEREAS, This award is not final until notice is received by Agnew Beck Consulting
59 from the City of Homer.

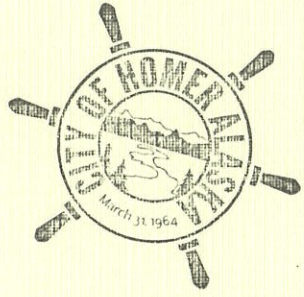
60
61 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
62 awards the contract for developing a new Comprehensive Plan and a complete update of the
63 Title 21 Zoning and Planning Code to Agnew Beck of Anchorage, Alaska in an amount not to
64 exceed \$650,000 and authorizes the City Manager to negotiate and execute the appropriate
65 documents.

66
67 PASSED AND ADOPTED by the Homer City Council this 23rd day of October, 2023.

68
69 CITY OF HOMER
70 
71 _____
72 KEN CASTNER, MAYOR

73 ATTEST:
74 
75 _____
76 MELISSA JACOBSEN, MMC, CITY CLERK

77
78 Fiscal note: Ordinance 23-11 appropriates \$250,000, Ordinance 23-23 appropriates \$400,000



**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 25-103

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A CONTRACT EXTENSION WITH AGNEW BECK CONSULTING OF ANCHORAGE, ALASKA, FOR THE COMPLETION OF THE 2045 COMPREHENSIVE PLAN AND THE UPDATE OF THE TITLE 21 ZONING AND PLANNING CODE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, At the October 23, 2023 City Council meeting the Homer City Council approved Resolution 23-119 approving a contract Agnew::Beck consulting to develop a new comprehensive plan and a complete update of the Title 21 Zoning and Planning Code; and

WHEREAS, The contract was for a total of two years, expiring on December 18, 2025; and

WHEREAS, The consultant has provided the final draft of the 2045 Homer Comprehensive Plan Update to the City for public hearing and adoption at the November 24, 2025 City Council meeting; and

WHEREAS, The consultant is currently working with the Homer Planning Commission on development of a public review draft of the new Title 21 Zoning Code with anticipated release to the public in late January 2026; and

WHEREAS, An extension is necessary to allow the consultant to continue working with the community to adopt a new zoning code by July 1, 2026; and

WHEREAS, The only change in this contract extension is the contract expiration date would be extended to July 1, 2026; and

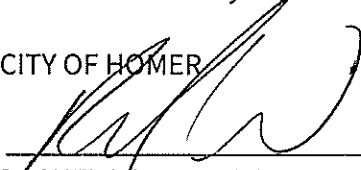
WHEREAS, There is no additional cost to the City of Homer for this contract extension; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby extends the existing contract for developing a new Comprehensive Plan and a complete update of the Title 21 Zoning and Planning Code with Agnew Beck of Anchorage, Alaska to July 1, 2026 and authorizes the City Manager to negotiate and execute the appropriate documents.

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PASSED AND ADOPTED by the Homer City Council this 24th day of November, 2025.

CITY OF HOMER

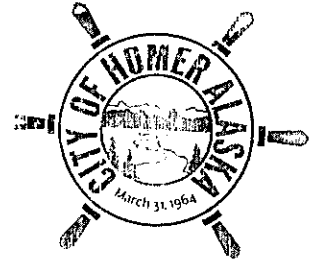


RACHEL LORD, MAYOR

ATTEST:



AMY WOODRUFF, CITY CLERK



**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 26-026

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A CONTRACT EXTENSION WITH AGNEW BECK CONSULTING OF ANCHORAGE, ALASKA, FOR THE COMPLETION OF THE 2045 COMPREHENSIVE PLAN AND THE UPDATE OF THE TITLE 21 ZONING AND PLANNING CODE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, At the October 23, 2023 City Council meeting the Homer City Council approved Resolution 23-119 approving a contract with Agnew::Beck consulting to develop a new comprehensive plan and a complete update of the Title 21 Zoning and Planning Code; and

WHEREAS, The contract was for a total of two years, expiring on December 18, 2025; and

WHEREAS, The Homer City Council adopted the 2045 Homer Comprehensive Plan on November 24, 2025; and

WHEREAS, A contract extension to July 1, 2026 was approved by the City Council on November 24, 2025 to allow the consultant to continue working with the community on the zoning code update; and

WHEREAS, The Kenai Peninsula Borough adopted the 2045 Homer Comprehensive Plan on March, 17 2026; and

WHEREAS, On March 31, 2026, the consultant released a public review draft of the new Title 21 Zoning Code for a 45-day public comment period; and

WHEREAS, There are two changes in this contract extension, the first is the contract expiration date is extended to August 15, 2026; and

WHEREAS, There are two changes in this contract extension, the second is City staff will take the Public Hearing Draft of the code through the Public Hearing processes with the Planning Commission and City Council.; and

WHEREAS, There is no additional cost to the City of Homer for this contract extension; and

45 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
46 extends the existing contract for developing a new Comprehensive Plan and a complete
47 update of the Title 21 Zoning and Planning Code with Agnew Beck of Anchorage, Alaska to
48 August 15, 2026 and authorizes the City Manager to negotiate and execute the appropriate
49 documents.

50
51

PASSED AND ADOPTED by the Homer City Council this 13th day of April, 2026.

53
54
55
56
57

CITY OF HOMER

RACHEL LORD, MAYOR

58
59
60

ATTEST:

61
62
63

AMY WOODRUFF, CITY CLERK



MEMORANDUM

CC-26-080

Resolution 26-027, Authorizing the City Manager to Negotiate and Execute the Appropriate Documents for the Real Property Acquisition of Five Parcels Totaling 12.5 Acres, More or Less, and Designating the Use As Conservation.

Item Type: Backup Memorandum,
Prepared For: Mayor Lord and Homer City Council
Date: April 6, 2026
From: Julie Engebretsen, Community Development Director
Through: Melissa Jacobsen, City Manager

The City of Homer is the sub-recipient of a \$1,171,410 National Oceanic and Atmospheric Administration (NOAA) grant, authorized and appropriated via Ordinance 23-46. Grant funds are dedicated to the acquisition of properties for green infrastructure and conservation. City Administration has worked closely with the Kenai Peninsula Borough and project partners—the Kachemak Bay National Estuarine Research Reserve and the Kachemak Heritage Land Trust—to advance this purchase and conserve wetlands.

The purchase consists of five parcels of approximately 2.5 acres each (12.5 acres total) from the Kenai Peninsula Borough, with an appraised value and purchase price of \$156,250. The City’s original grant proposal anticipated purchasing eight lots; the Borough has elected to sell five of those lots. The appraisal was completed for all eight lots and the value was pro-rated to determine the purchase price for the five lots being acquired. NOAA grant funds will cover the purchase and associated due diligence documentation and review. The funding source requires a deed restriction prohibiting future development.

This transaction has advanced through multiple steps to reach Council approval and has several more steps before completion. The Kenai Peninsula Borough Assembly is scheduled to introduce an ordinance authorizing the sale of these lands in April, with a public hearing and adoption in May. Homer City Council action is requested prior to the public hearing. After the Assembly's approval of the sale, the transaction will require additional NOAA review prior to the release of federal funds. The project goal is to complete NOAA’s 90-day review period in the coming months and close the transaction by the end of 2026.

RECOMMENDATION:

Adopt Resolution 26-027

ATTACHMENTS:

Record of Survey

Ordinance 23-46

Appraisal

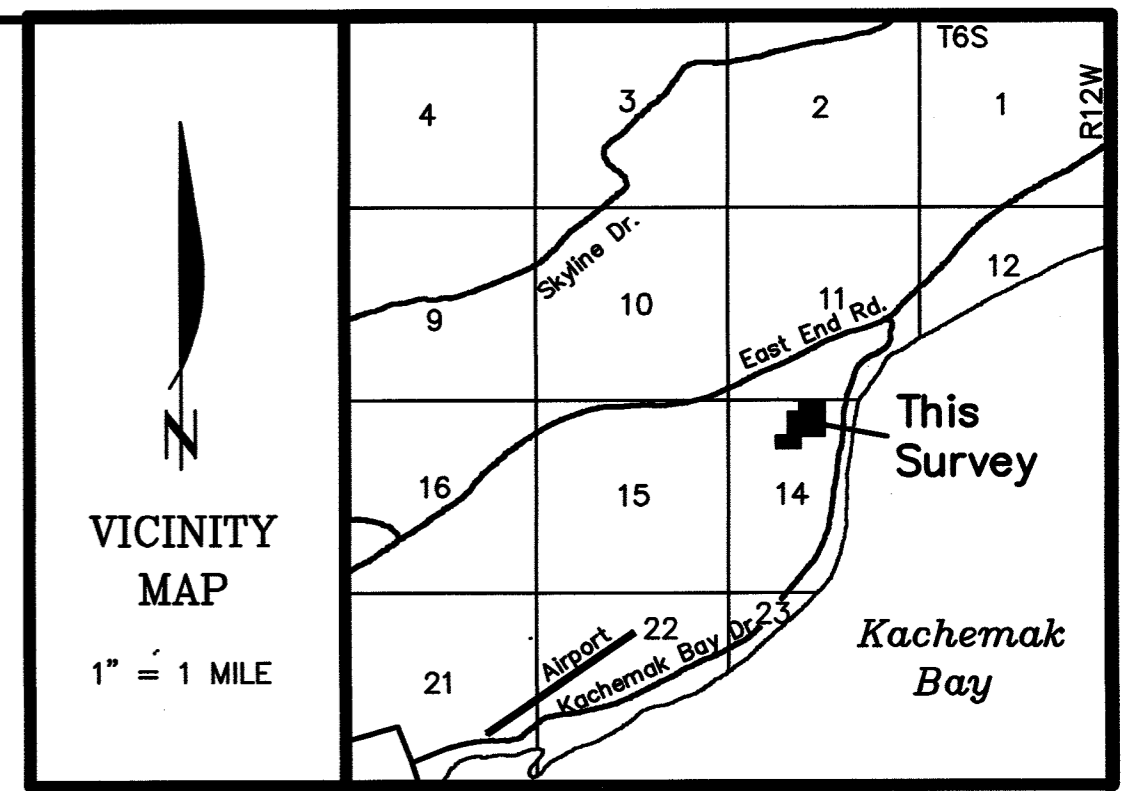
Phase 1 Environmental Site Assessment

7.0 Summary of Findings and Recommendations

8.0 Limitations

Title document

Draft Purchase and Sale Agreement

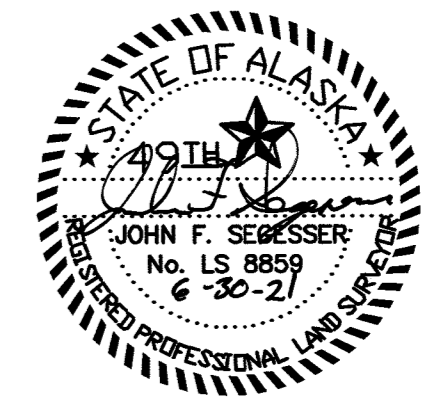


LEGEND:

- ⊗ 1" CONCRETE FILLED IRON PIPE FOUND
- ⊕ 2 1/2" BRASS. CAP MON. 1301-S 1971 FOUND
- ⊙ 2" COPPERWELD MON. 4374-S 1982 FOUND
- ⊗ 2 1/2" ALUM. CAP MONUMENT 3686-S 1998 FOUND
- ⊙ 5/8" REBAR W/ 2" ALUM. CAP 7610-S FOUND
- ⊙ 1" IRON PIPE FOUND
- ⊙ 5/8" REBAR w/ALUM. CAP P+R 1982 FOUND
- ⊙ 5/8" REBAR w/PLASTIC CAP 3686-S FOUND
- 5/8" REBAR FOUND
- 5/8" REBAR w/PLASTIC CAP LS8859 SET
- () RECORD DATUM PLAT 2006-27 HRD

NOTES:

- 1) This survey does not constitute a subdivision as defined by AS 40.15.190(2).
- 2) Basis of bearing taken from Record of Survey GLO lots 5, 8, & 9, Plat 2006-27, Homer Recording District.



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the monuments shown hereon actually exist as described, and all dimensions and other details are correct.

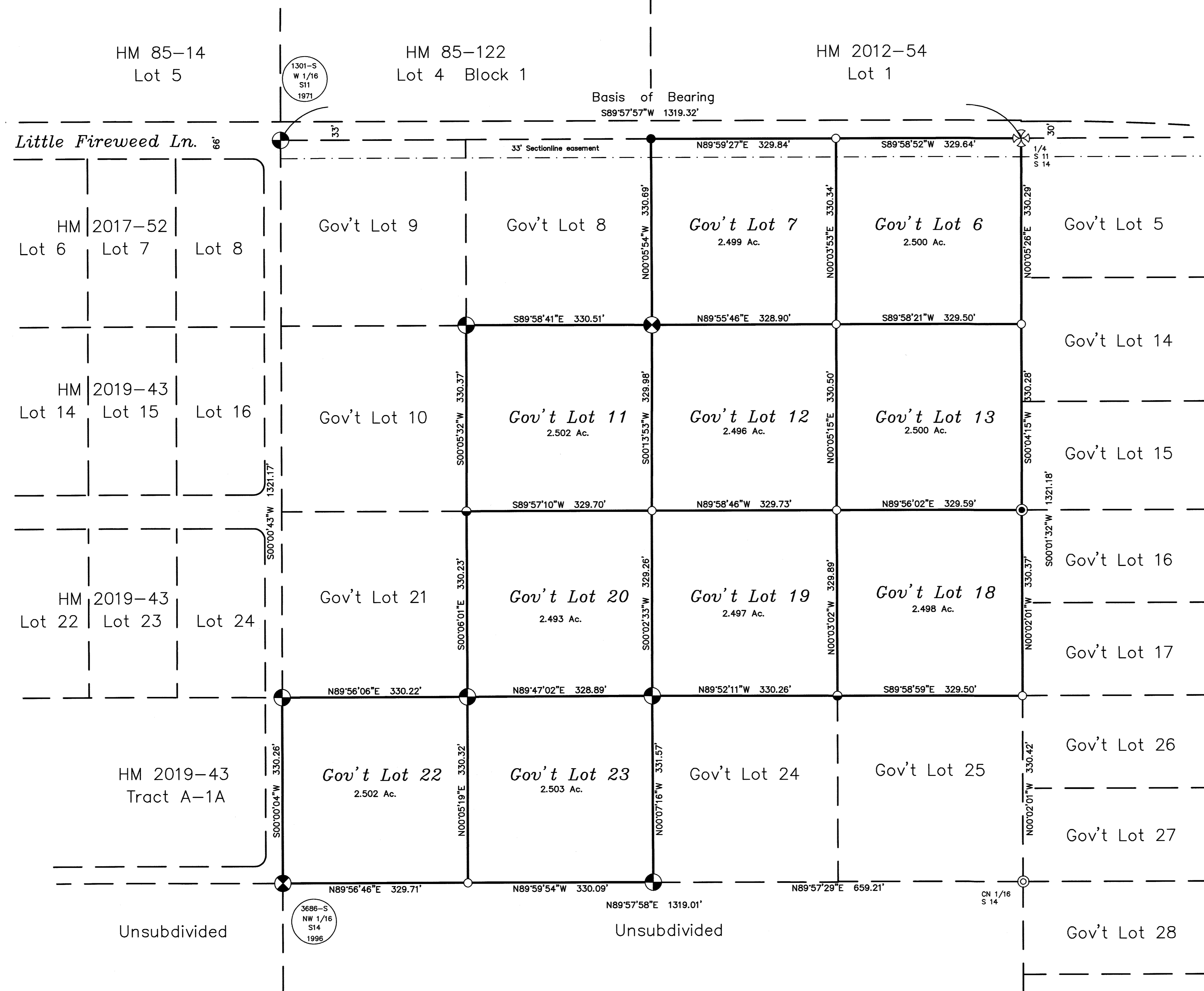
Date 6-30-21

Record of Survey

Government Lots 6, 7, 11, 12, 13, 18, 19, 20, 22, & 23, Section 14, T6S, R13W, S.M., City of Homer, Homer Recording District, Kenai Peninsula Borough Alaska.

Surveyor Segesser Surveys 30485 Rosland St. Soldotna, AK 99669 (907) 282-3909	Owner Kenai Peninsula Borough 144 N. Binkley St. Soldotna, AK 99669
JOB NO. 21134	DRAWN: 6-23-21
SURVEYED: June, 2021	SCALE: 1"=100'
FIELD BOOK: 21-2	SHEET: 1 of 1

2021-15
HOMER DISTRICT
JUN 30 2021
DATE
1:58 PM
TIME



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

3 City Manager/
4 Public Works Director

5 **ORDINANCE 23-46**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING THE FY24 CAPITAL BUDGET BY ACCEPTING AND
9 APPROPRIATING A SUB-RECIPIENT GRANT FROM THE
10 UNIVERSITY OF ALASKA ANCHORAGE IN THE AMOUNT OF
11 \$1,171,410 FOR THE KACHEMAK SPONGE GREEN
12 INFRASTRUCTURE STORM WATER TREATMENT SYSTEM.
13

14 WHEREAS, the Kachemak Bay National Estuarine Research Reserve (KBNERR) has
15 worked with the City to identify wetlands/peatlands that could be used as a wetland treatment
16 system as part of the City's Kachemak Sponge Green Infrastructure Storm Water Treatment
17 System and to submit a proposal for a grant to acquire such lands; and
18

19 WHEREAS, The University of Alaska Anchorage (UAA), the fiscal agent for KBNERR, has
20 received a grant from NOAA for the purpose of acquiring wetlands and peatlands to be
21 preserved for conservation in perpetuity as part of the Kachemak Sponge Green Infrastructure
22 Storm Water Treatment System; and
23

24 WHEREAS, The City will be a sub-recipient of the NOAA grant and responsible for
25 conducting the environmental reviews, surveys, appraisals and other services required to
26 support the property acquisition; and
27

28 WHEREAS, The NOAA grant supports one of the projects within the Slope Stability and
29 Erosion Mitigation Program, a Legislative Priority in the 2023-2028 City of Homer Capital
30 Improvement Plan.
31

32 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
33

34 Section 1. The Homer City Council hereby amends the FY24 Capital Budget by
35 accepting and appropriating, as a sub-recipient, a grant from the University of Alaska
36 Anchorage in the amount of \$1,171,410 as follows:
37

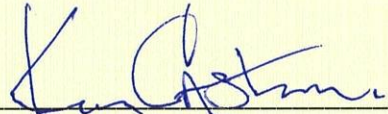
<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-XXXX	University of Alaska Anchorage Grant	\$1,171,410

41 Section 2. The City Manager is authorized to execute the appropriate documents.
42

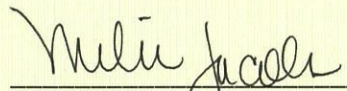
43 Section 3. This is a budget amendment ordinance, is temporary in nature, and shall
44 not be codified.

45
46 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 14th day of August, 2023.
47

48
49 CITY OF HOMER

50 
51 _____
52 KEN CASTNER, MAYOR
53

54
55 ATTEST:

56 
57 _____
58 MELISSA JACOBSEN, MMC, CITY CLERK
59

60
61 YES: 6
62 NO: 0
63 ABSENT: 0
64 ABSTAIN: 0

65
66 First Reading: 6.26.23
67 Public Hearing: 7.24.23, 8.14.23
68 Second Reading: 8.14.23
69 Effective Date: 8.15.23



MacSwain Associates

4401 Business Park Boulevard, Suite 22, Anchorage, Alaska 99503

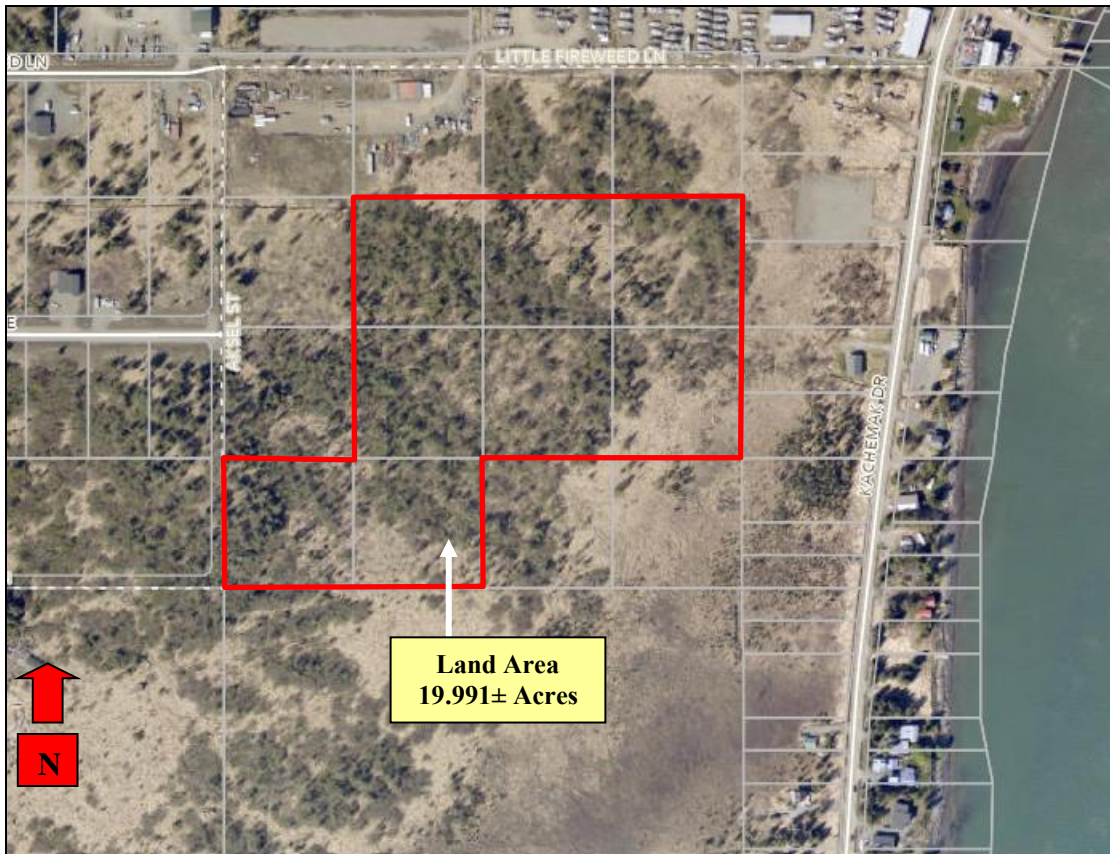
APPRAISAL REPORT

"Homer 8" Property (Kenai Peninsula Borough)
Kachemak Sponge Green Infrastructure Project
Eight Parcels Totaling 19.991± Acres
Homer, Alaska

Legal Description

Government Lots 11, 12, 13,
18, 19, 20, 22, & 23, Section
14, T6S, R13W, SM

Market Value Estimate



Effective Date of Appraisal: June 6, 2024

File No. 23-3838

Submitted To:

Homer Public Works Department
3575 Heath Street
Homer, AK 99603

MacSwain Associates

**4401 Business Park Blvd., Suite 22
Anchorage, Alaska 99503
Telephone: 907-561-1965
a.kleinke@macswain.com**

September 10, 2024

Homer Public Works Department
3575 Heath Street
Homer, AK 99603

Re: "Homer 8" Property: Eight Lots Totaling 19.991± Acres
Government Lots 11, 12, 13, 18, 19, 20, 22, & 23
Section 14, Township 6 South, Range 13 West, SM

To: City of Homer, Public Works Department

MacSwain Associates has prepared an *Appraisal Report* that analyzes the above-referenced land owned by the Kenai Peninsula Borough (KPB). Known as the "Homer 8" Property, the land consists of eight (8) lots totaling 19.991± acres, comprised primarily of wetlands. Our analysis determined the eight lots comprise a single larger parcel. The City of Homer as expressed intent to acquire the land to facilitate the Kachemak Sponge Green Infrastructure Project. The purpose of the appraisal is to estimate the market value of the fee simple estate, less oil, gas, and minerals, to assist the client with a potential purchase of the property with the use of National Oceanic and Atmospheric Administration (NOAA) funding. Use of these funds entails a UASFLA-compliant appraisal. In addition to the City of Homer and the review appraiser, additional intended users include the property owner, and Kachemak Heritage Land Trust, who is contracting with the City to oversee the project.

We prepare this *Appraisal Report* to comply with requirements set forth in the *Uniform Appraisal Standards for Federal Land Acquisitions* (UASFLA) and *Uniform Standards of Professional Appraisal Practice* (USPAP). UASFLA states an estimate of market value tied to exposure time is inappropriate and requires exclusion from the appraisal report. Thus, we invoke the jurisdictional exception rule permitted in USPAP.¹ This departure represents the only conflict between UASFLA and USPAP.

We employ the sales comparison approach to value the appraised land. Based on the data, reasoning, and analysis contained in this *Appraisal Report*, it is our opinion the market value of the 19.991± acre "Homer 8" Property, as of June 6, 2024, is \$250,000.

¹ Standard Rule 1-2(c) of USPAP requires the appraiser to estimate a reasonable exposure time in conjunction with their market value opinion. Section 1.2.7.2 of UASFLA provides legal authority for invoking the Jurisdictional Rule.

Parcel	Property Owner	Area (Acres)	Market Value
Government Lots 11, 12, 13, 18, 19, 20, 22, & 23	Kenai Peninsula Borough	19.991	\$250,000

We direct your attention to the Appraiser Certification, Scope of Work, assumptions and limiting conditions, for explanation of the appraisal process and limitations of this *Appraisal Report*. If you have questions regarding our analysis or conclusions, please contact our office. We appreciate the opportunity to provide appraisal services.

Respectfully submitted,



Alex Kleinke
State of Alaska Certificate No. 148873

PHASE I ENVIRONMENTAL SITE ASSESSMENT

T 6S R 13W SEC 14 SEWARD MERIDIAN
HM RS GOVT Lots 23, 22, 20, 19 & 18
in the records of Kenai Peninsula Borough

Parcels: 17908023, 17908024, 17908016, 17908017 & 17908018
Homer, AK 99603

FOR
City of Homer
Homer, Alaska

Prepared by

Midnight Sun Environmental LLC
560 E 34th Ave Suite 102
Anchorage, AK 99503

October 2025
MSE Job No. 25-074

7.0 SUMMARY OF FINDINGS AND RECOMMENDATIONS

MSE has performed this Phase I ESA of Tract B, Township 6S Range 13W Section 14 (Parcel 17908023, 17908024, 17908016, 17908017, 17908018) in the records of the Kenai Peninsula Recording District in conformance with the scope and limitations of ASTM Practice E 1527.

The subject property has not been used in any known capacity with no change in owners in 25 years. The land remains as undisturbed, undeveloped, forested wetlands.

During a site visit conducted on October 3, 2025, MSE observed no debris or scrap material on the property, with the exception of a single abandoned tent camp on the north aspect of parcel 17908017 (Appendix C, Photo Pages). The camp exhibited no visible signs of leakage or contamination and does not appear to pose any environmental risk. No other structures or buildings were present on the property.

Research, historical photos, and interviews confirm the property has remained completely undisturbed. No evidence of hazardous use, storage, releases, or USTs was found on-site, and MSE identified no significant RECs on the property or from neighboring areas.

The areas surrounding the property are comprised of a mix of residential and commercial properties. No off-site contamination is expected to have impacted the property. No RECs concerning the property were identified from surrounding properties during MSE's site reconnaissance. MSE observed no active ADEC contaminated sites, CERCLIS, NPL, or RCRA sites data within the specified ASTM distance.

8.0 LIMITATIONS

This Phase I Report has been prepared for exclusive use for the **City of Homer**. It is intended to provide an understanding of the potential for environmental contamination by hazardous substances or petroleum products at the property assessed. The findings and recommendations in this report are based upon data and information obtained during the site visit by MSE personnel to the property identified herein and the condition of the property on October 3, 2025, supplemented by information and data obtained by MSE and described herein. The findings and recommendations contained in this report are based on the expertise and experience of MSE in conducting similar assessments. In assessing the property, MSE has also relied upon representations and information furnished by individuals noted in the report, for existing operations and property conditions and the historic uses of the properties, to the extent that the information obtained has not been contradicted by data obtained from other sources. Accordingly, MSE accepts no responsibility for any deficiency, misstatements, or inaccuracy contained in this report as a result of misstatements, omissions, misrepresentations, or fraudulent information provided by the persons interviewed.

It should be recognized that this study was not intended to be a definitive assessment of contamination at the site. Given that the scope of service for this assessment did not include comprehensive groundwater sampling and analytical testing, nor asbestos or lead-based assessment, it is possible that currently, unrecognized contamination may exist at the site and, if present, that the levels of contamination may vary across the site. Opinions and recommendations presented herein apply to site conditions existing at the time of our assessment and those conditions reasonably foreseeable. Should environmentally significant changes to the site or additional information become available, MSE should be provided the opportunity to review this information/data and amend our opinions, as appropriate.

MSE's objective is to perform our work with care, exercising the customary thoroughness and competence of environmental and engineering consulting professionals, following the standard for professional services at the time and location those services are rendered. It is important to recognize that even the most comprehensive scope of services may fail to detect environmental liability on a particular site. Therefore, MSE cannot act as insurers and cannot "certify or underwrite" that a site is free of environmental contamination, and no expressed or implied representation or warranty is included or intended in our reports except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

This Phase I ESA was prepared by Kelly Kennedy, Environmental Scientist of MSE. This report was reviewed by Annie Collie, Project Scientist of MSE. Mr. Kennedy and Ms. Collie have performed numerous similar site visits and reports for various clients throughout the state of Alaska. Ms. Collie has over 10 years of professional environmental consulting experience and has conducted and managed hundreds of similar assessments throughout Alaska and meets the definition of Environmental Professional as defined in 40 CFR Part 312.

Prepared by



Kelly Kennedy
Environmental Scientist
Midnight Sun Environmental, LLC

Reviewed by



Annie Collie
Project Scientist/Manager
Midnight Sun Environmental, LLC

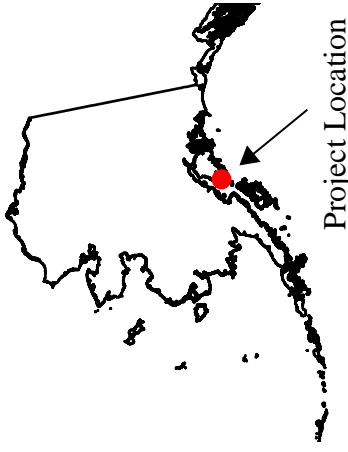
Phase 1 ESA

October 2025


Parcels


17908023, 17908024, 17908016,
17908017 & 17908018

Figure 14,
2025 Imagery



Map Key

 Project Parcels

 Parcels

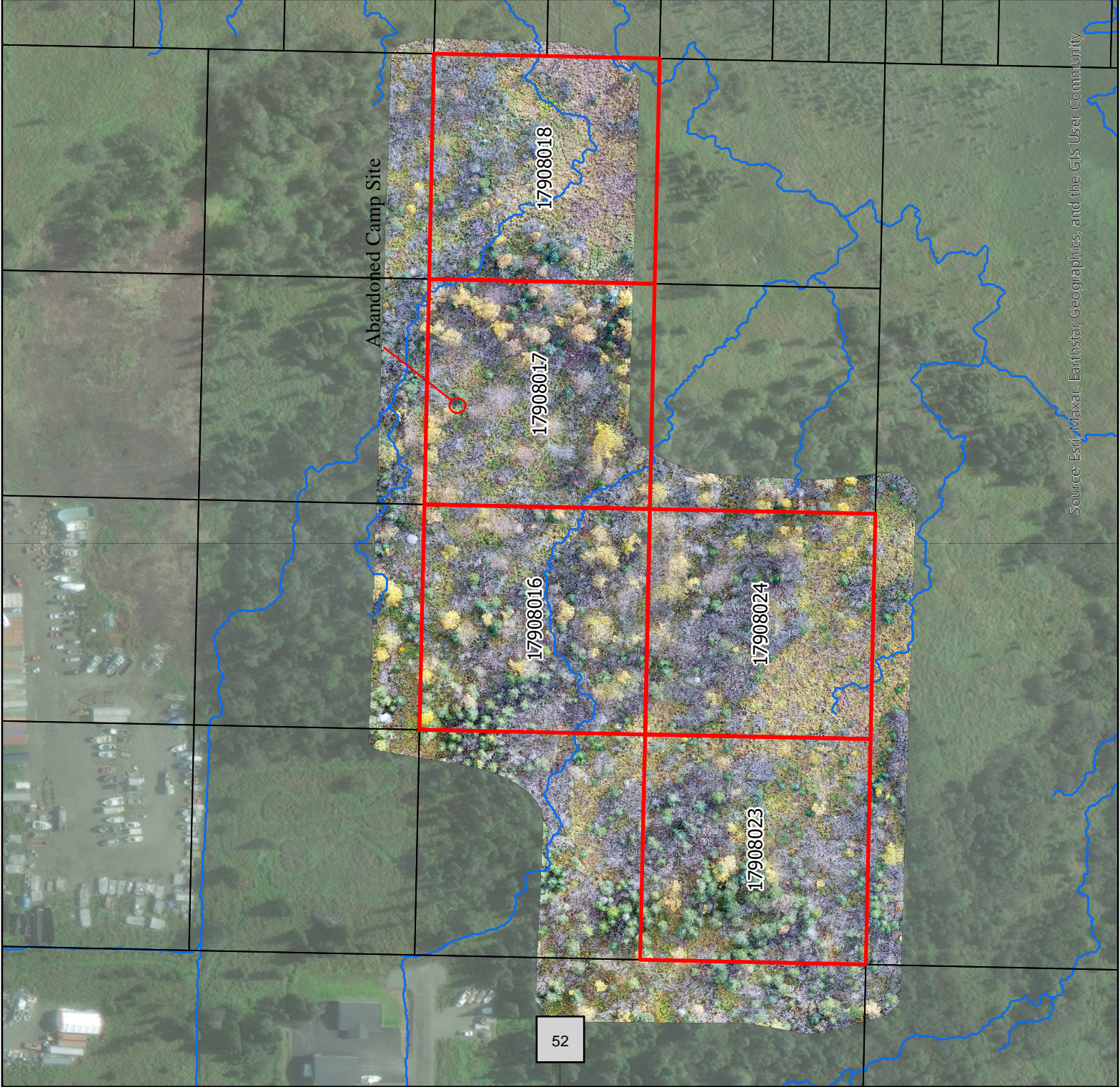
N 

0 0.01 0.03 0.06 Miles

0 0.02 0.04 0.09 Kilometers

 **Midnight Sun**
ENVIRONMENTAL, LLC

560 E 34th Ave Suite 102
Anchorage, Alaska 99503
(907) 344-3244
www.midnightsunenvironmental.com



Source: Esri, Maxar, Earthstar, GeoGraphics, and the GIS User Community



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

Issuing Agent: First American Title Insurance Company
Issuing Office: 265 E Pioneer Ave Ste 101, Homer, AK 99603
Issuing Office's ALTA® Registry ID:
Commitment Number: 390-4335353
Issuing Office File Number: 390-4335353
Property Address: NHN NSN, Homer, AK 99603
Revision Number:

SCHEDULE A

1. Commitment Date: December 22, 2025 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: City of Homer
Proposed Amount of Insurance: \$Undisclosed Premium: \$TBD
The estate or interest to be insured: See Item 3 below
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:

Kenai Peninsula Borough
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

Dustyn Fergus, Title Officer

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I—Requirements

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.
5. Releases(s) or Reconveyance(s) of Item(s):
6.
 1. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the contemplated Power of Attorney form should be submitted for review prior to closing.
 2. The State of Alaska, Division of Insurance has issued its Order R92-1. The order in part, requires the immediate billing and collection of the minimum charge for this Commitment within 30 days of the first billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

NOTICE

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown on Section 2, Part 1, Paragraph 4 has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources. Public Information Center 550 W. 7th Avenue, Suite 1260, Anchorage, Alaska 99501 (907) 269-8400.

NOTICE

The attached plat, if any, is furnished as a courtesy only by First American Title Insurance Company, and is not part of Commitment or the Policy.

The plat is furnished solely for the purpose of assisting in locating the Land and does not purport to show all highways, roads or easements affecting the Land. No reliance should be placed upon this plat for location or dimensions of the Land and no liability is assumed for the correctness thereof.

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SCHEDULE B, PART II—Exceptions

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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Rights of the state or federal government and/or the public in and to any portion of the Land for right of way as established by Federal Statute RS2477 (whether or not such rights are shown by recordings of maps in the Public Records by the State of Alaska showing the general location of these rights of way.)
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
7. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
8. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

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- 9. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
- 10. Reservations and exceptions as contained in the State of Alaska Patent.

Said patent, among other things, reserves all oil, gas and other minerals together with the privileges, mining and drilling rights and immunities.

Note: Title to the mineral estate, as it pertains to said reservation, has not been further searched and no insurance is provided under this policy.

- 11. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-18 (Lot 18)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire Amount due October 15th
Land Valuation: \$50,700.00
Improvements: \$0.00

- 12. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-17 (Lot 19)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire Amount due October 15th
Land Valuation: \$50,700.00
Improvements: \$0.00

- 13. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-16 (Lot 20)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire Amount due October 15th
Land Valuation: \$50,500.00
Improvements: \$0.00

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14. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-23 (Lot 22)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire Amount due October 15th
Land Valuation: \$50,700.00
Improvements: \$0.00

15. Taxes and/or Assessments due The Kenai Peninsula Borough for the year 2025, (Property Tax Division 907-714-2304; Assessment Department 907-714-2230):

Tax Account No.: 179-080-24 (Lot 23)
Levied Amount: \$0.00
Balance Due: \$0.00
Due Date: 1st half September 15th and 2nd half November 15th **or** entire Amount due October 15th
Land Valuation: \$50,700.00
Improvements: \$0.00

NOTE: Possible liability for additional general taxes for the current and/or prior years in the event the exemption applied is not applicable to the present ownership of said premises.

16. Assessments, if any due The City of Homer.
17. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within any roadway or public easement areas.
18. Rights of access and egress from said premises. We find no Notice in the records of any dedicated or improved roadways abutting subject property.
19. All matters, including dedications, notes, restrictions and easements shown or disclosed by Record of Survey 2021-15RS recorded June 30, 2021, Serial Number [2021-002449-0](#).
20. Evidence of the identity and authority of the officers of Kenai Peninsula Borough to execute the forthcoming instrument must be submitted.

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

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EXHIBIT A

The Land referred to herein below is situated in the Homer Recording District, State of Alaska, and is described as follows:

Government Lots 18, 19, 20, 22, and 23 in Section 14, Township 6 South, Range 13 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE 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, First American Title Insurance Company, a Nebraska 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.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

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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; and
 - f. Schedule B, Part II—Exceptions

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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.

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.

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- 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.
- 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>.

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NOTICE!

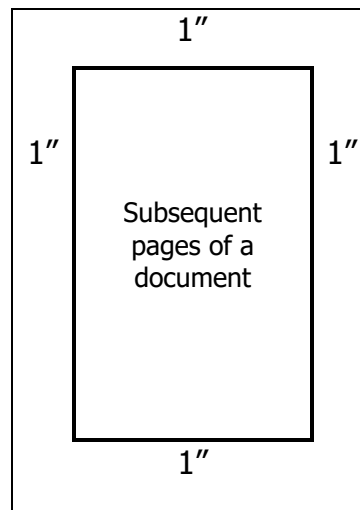
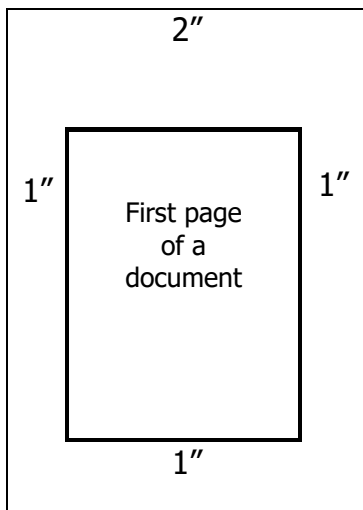
Recording offices in Alaska ARE enforcing margin and font requirements. Failure to comply with the terms of this Notice may result in your transaction being delayed or failing. It is essential that you comply with this notice. First American will not be responsible in any way for the consequences of any delay caused by the failure to comply with these recording requirements.

Margin Requirements:

- First page of a document: Must contain two inches (2") of blank space across the top and one (1") margins on the remainder of first page.
- Additional pages of a document: Must contain one inch (1") margin on top, bottom and sides.

Font Requirements:

- Type size may be no smaller than 10 point font.
- Example: This is 10 point type



There can be no marks or holes of any kind within the margins. This is to include any signature, corporate seals, and/or notary seals. Embosser notary seals will require folding the edge of the document to comply with margin guidelines.

- **For information on recording requirements, fees or office locations, visit the State Recorder's website at www.recorder.alaska.gov**



First American Title Insurance Company

265 E Pioneer Ave Ste 101
Homer, AK 99603
Phone: (907)235-5201 / Fax: (907)235-5203

PR: 390

Ofc: 390

Invoice

To: City of Homer
491 E Pioneer Avenue
Homer, AK 99603

Invoice No.:
Date: December 16, 2025

Our File No.: 390-4335353
Title Officer: Dustyn Fergus
Escrow

Attention: Julie Engebretsen

Your Reference No.:

RE: Property:
NHN NSN, Homer, AK 99603

Liability
Owners: \$ 0.00
Lenders: \$ 0.00

Buyers: City of Homer
Sellers: Kenai Peninsula Borough

Description of Charge	Invoice Amount
-----------------------	----------------

Service: Minimum Cancellation Fee	\$ 300.00
-----------------------------------	-----------

Invoice Total	\$ 300.00
----------------------	------------------

The charges on this invoice are reflective of the minimum cost of production of the products or services provided and are due and payable within 30 days of the above date. Charges on this invoice may be fully credited towards the final policy premiums upon closing.

Credit may be given if a future Policy is issued on the subject property within 2 years from the date of this invoice.

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to
First American Title Insurance Company
Attn: Accounts Receivable Department

**REAL ESTATE
PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT this (“Agreement”) is entered into as of the ___ day of _____, 2026, by and between the City of Homer, a municipal corporation organized and existing under the laws of the State of Alaska, whose address is 491 E. Pioneer Avenue, Homer, Alaska 99603 (“Buyer”), and the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (“Seller”), for the purchase and sale of certain real property located in the City of Homer, Alaska.

RECITALS

WHEREAS, Seller owns that certain real property, of five lots encompassing approximately 12.5 acres, located in the City of Homer, and legally described as set forth in Exhibit A, attached hereto and made part of this Agreement (the “Property”).

WHEREAS, Buyer wishes to acquire from Seller separate deeds for each of the five (5) lots that constitutes the Property and as such, this Agreement applies to each of the five (5) lots.

WHEREAS, Buyer wishes to acquire the Property for the purpose of conservation (particularly to conserve habitat critical to local moose populations and salmon health, and also to protect peatland as a nature-based solution for stormwater collection, which will simultaneously recharge the peat, protect the water quality of Kachemak Bay, and mitigate coastal erosion), in part with federal funds for conservation awarded by the National Oceanic and Atmospheric Administration (NOAA).

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase the Property for the consideration and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PROPERTY**

Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase the Property, together with any and all improvements, structures, buildings and fixtures located thereon or hereafter located thereon; all privileges, rights, water rights, easements, hereditaments and appurtenances thereto belonging; and all right, title and interest of Seller in and to any streets, passages and other rights of way included therein or adjacent thereto.

2. PURCHASE PRICE AND PAYMENT TERMS

The purchase price to be paid for the Property shall be One Hundred Fifty-Six Thousand Two Hundred Fifty U.S. Dollars and No cents (\$156,250.00) (“Purchase Price”), Based on the appraised value as determined by a third-party appraiser retained by the Buyer.

3. DEED

Title to the Property shall be conveyed to Buyer free and clear of any liens or encumbrances by a Quitclaim Deed (the “Deed(s)”) for each of the five (5) lots duly executed by Seller and recorded at Closing. The Deeds shall be in the form and content acceptable to Buyer and containing the following language or other similar language required by Buyer or Buyer’s funding sources:

“SUBJECT TO: This Property has been acquired with funds from Federal financial assistance award NA23NOS4730101 through NOAA's FY2022 Bipartisan Infrastructure Law National Estuarine Research Reserve Habitat Restoration and Conservation funding under the Inflation Reduction Act. Title to the property conveyed by this deed shall vest upon acquisition in the City of Homer subject to the conditions that the Property shall be managed for conservation purposes and consistent with the purposes for which it was acquired. The City of Homer shall not dispose of, exchange, encumber its title or other interests in, or convert the use of this Property without the approval of NOAA or its successor agencies.”

4. OWNER’S TITLE INSURANCE

At Closing, Title Company shall issue to Buyer, at Buyer’s expense, a standard owner’s title insurance policy issued by Title Company’s underwriter, in the amount of the purchase price, insuring Buyer’s title to the Property, subject only to the printed exceptions normally contained in such policies, and any other exceptions approved by Buyer prior to Closing.

5. SELLER LIMITED REPRESENTATIONS

Seller represents and warrants to Buyer as follows:

5.2 Seller has all requisite power and authority to enter into this Agreement. Sale of the Property by KPB is subject to authorization by the KPB Assembly. If the KPB Assembly fails to authorize the sale of the Property, this Agreement will terminate without penalty.

5.3 All necessary action on the part of Seller has been taken to authorize the execution and delivery of this Agreement. This Agreement has been duly and validly executed and delivered by Seller.

5.4 Seller has received no notification and has no knowledge that the Property is not in compliance with any law (including environmental laws and laws dealing with the storage and handling of hazardous substances), rule, regulation, ordinance, zoning ordinance, fire or safety

code, insurance requirement, covenant, condition, restriction, agreement or right applicable to the Property.

5.5 Seller has no knowledge that any action, suit, proceeding or investigation is pending or threatened against or relating to the Property in any court or before any federal, state, municipal or other governmental department, agency, commission, board or bureau and Seller has no knowledge of any basis for, and has received no notice with respect to, any such action, suit, proceeding or investigation.

5.6 The Seller is not aware of persons other than Seller in possession or occupancy of the Property or any part thereof.

5.7 From and after the date of this Agreement, unless the KPB Assembly does not authorize the sale, Seller shall not, without the prior written consent of Buyer: (1) enter into, extend or modify any agreement, contract, commitment, lease, or other transaction which affects the Property in any way, or (2) sell, dispose of or encumber any portion of the Property, provided the terms of this contract is still in effect.

6. BUYER LIMITED REPRESENTATIONS

Buyer represents and warrants to Seller that the following statements are true as of the date of this Agreement and shall be true as of the Closing Date:

6.1. Buyer has all requisite power and authority to enter into this Agreement. All necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement, the performance of their obligations hereunder and the consummation of the transactions contemplated hereby.

6.2. Buyer covenants unto Seller, the property will be retained and utilized by the Buyer for conservation and stormwater mitigation purposes only.

6.3. No Warranty; Property "AS-IS, WHERE IS". Buyer acknowledges its responsibility to inspect the Property and agrees Seller assumes no liability for matters which would have been disclosed to the Buyer by an inspection of the property. Buyer further acknowledges that Seller makes no warranties, either expressed or implied, nor assumes any liability whatsoever, regarding the social, economic or environmental aspects of the property, to include without limitation, soil conditions, water drainage, physical access, availability of personal use wood supplies now or in the future, or natural or artificial hazards which may or may not exist or merchantability, suitability, or profitability of the Property for any use or purpose. Subject to the express covenants and representations of Seller set forth in this Agreement or in the Seller's Closing Documents, BUYER HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THAT THE PROPERTY IS TO BE PURCHASED, CONVEYED AND ACCEPTED BY BUYER IN ITS PRESENT CONDITION, "AS IS, "WHERE IS" AND WITH ALL FAULTS, AND THAT NO PATENT OR LATENT DEFECT OR DEFICIENCY IN THE CONDITION OF THE PROPERTY, WHETHER OR NOT KNOWN OR DISCOVERED, WILL AFFECT THE RIGHTS

OF EITHER SELLER OR BUYER HEREUNDER, NOR WILL THE PURCHASE PRICE BE REDUCED AS A CONSEQUENCE THEREOF.

7. DUE DILIGENCE PERIOD

Buyer shall have a period of time (the “Due Diligence Period”) to investigate the Property to determine if it is suitable for Buyer’s purposes. The Due Diligence Period shall commence immediately upon the execution of this Agreement and shall expire at 5 p.m. on June 5, 2026.

During the Due Diligence Period, Buyer and its agents may enter upon the Property and, at Buyer’s expense, conduct inspections, soils tests, environmental assessments, surveys, physical inspections and any other analyses or evaluations (hereafter collectively “Evaluations”) that Buyer deems necessary. Buyer shall indemnify and defend Seller against any claims, costs, or liabilities related to or arising out of any Evaluations that Buyer conducts or has conducted on the Property during the Due Diligence Period.

Buyer, at its sole expense, shall return the condition of the Property to its pre-inspection condition at the completion of their due-diligence.

During the Due Diligence Period, Buyer and Buyer’s agents shall have reasonable access to the Property to conduct the Evaluations, provided that the access shall not interfere with the use of the Property by Seller.

Seller shall deliver to Buyer within ten (10) business days after the date this Agreement is executed, the following: (i) copies of all soils, hydrology and geotechnical information in Seller’s possession related to the Property, (ii) schedule of any past, current, or pending litigation or legal claims associated with the Property, and (iii) list and complete copies of all licenses, permits, entitlements, approvals and covenants, conditions and restrictions affecting the Property.

If, as a result of the Evaluations, Buyer is dissatisfied with any aspect of the Property, Buyer shall have the right to cancel the purchase of the Property. In order to cancel the transaction, Buyer must give Seller written notice of the cancellation before the expiration of the Due Diligence Period, time being of the essence.

8. CLOSING CONDITIONS

Buyer’s obligation to close shall be subject to the satisfaction of the following conditions (the “Closing Conditions”) at or before the Closing Date, any of which may be waived by Seller:

8.1. As of the Closing Date, the Property shall be in substantially the same condition as of the expiration of the Due Diligence Period.

8.2. Title to the Property shall show in the title commitment issued by Title Company as properly vested in Seller.

8.3. Buyer shall have obtained necessary funding for the purchase of the Property, including the Purchase Price and any other necessary funding for stewardship of the Property.

8.4. This agreement is subject to appropriation. If grant funds are not appropriated, made available by the funding entity or funds are not sufficient to purchase the property set forth in this Agreement, the City of Homer may unilaterally terminate this Agreement.

9. TAXES AND ASSESSMENTS

Real property taxes and installments for special assessments (if any) that are due and payable as of the Closing Date shall be prorated on a per diem basis. Escrow Agent shall obtain all necessary information and shall prorate real property taxes between Seller and Buyer as of the Closing Date based on the latest available information. No adjustment in the real property tax proration shall occur following the Closing Date.

10. CLOSING COSTS

Buyer shall pay the escrow closing fee, title insurance premium, conveyance fees, recording fees, and all other closing costs. Seller and Buyer shall each pay their respective attorney's fees. The defaulting party shall pay any escrow cancellation fees if the Escrow fails to close due to the default of a party. For purposes of this Agreement, "Closing" means the date upon which all documents required to effectuate this Agreement are executed and delivered in accordance with the terms of this Agreement or the escrow documents, and the date a grant deed conveying title to the Property is delivered to the Buyer. Unless otherwise agreed in writing, Closing will occur within 180 days of the Effective Date of this Agreement (Closing Date). At Closing, Buyer will pay the balance of the purchase price, with good funds. Both Parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account. If Closing does not occur within 180 days, the Agreement is automatically void and terminated, unless the Parties mutually agree in writing to an extension prior to automatic termination (Outside Closing Date).

11. POSSESSION

Seller shall deliver and Buyer shall take possession of the Property upon recording of the Deed. Risk of loss shall pass to Buyer upon recording of the Deed.

12. BROKERS AND COMMISSIONS

Each party hereby represents and warrants that it has not used a broker or agent related to transactions herein. Seller agrees to indemnify and hold harmless Buyer from any and all brokerage commissions and fees claimed by any broker or agent utilized by Seller or any third party asserting a claim through Seller. Buyer agrees to indemnify and hold harmless Seller from

any and all brokerage commissions and fees claimed by any broker or agent utilized by Buyer or any third party asserting a claim through Buyer. Notwithstanding any provision to the contrary, the obligations of the parties under this Section shall survive the Closing and any termination of this Agreement.

13. PROPERTY CONDITION

Buyer shall solely rely upon Buyer's own determination and assessment of the physical condition of the Property, including, but not limited to the presence or absence of any hazardous substances or environmental contamination on the Property. In closing the transaction contemplated by this Agreement, Buyer shall have accepted the Property "AS IS, WHERE IS" without representation or warranty of any kind, except as provided by Seller in this Agreement.

14. SELLER DEFAULT AND BUYER REMEDIES

Seller shall be in default under this Agreement, unless the KPB Assembly does not authorize the sale, upon occurrence of any of the following events: (i) Seller enters into any contract, commitment or other transaction which affects title to the Property, including an agreement to sell, dispose of or encumber the Property or any portion of the Property; (ii) Seller fails to materially meet, comply with, or perform any covenant, agreement or obligation required on Seller's part within the time limits and in the manner required in this Agreement, for any reason other than a default by Buyer; or (iii) Seller fails to deliver at the Closing any items reasonable required of Seller by Buyer or Escrow Agent.

The termination of this Agreement shall be the sole remedy available to Buyer for breach or default by Seller, and Seller will not be liable for damages or specific performance, and Buyer hereby waives any and all rights to damages and specific performance.

15. BUYER DEFAULT AND SELLER REMEDIES

Buyer shall be in default under this Agreement upon occurrence of either of the following events: (i) Buyer fails to materially meet, comply with, or perform any covenant, agreement or obligation required on Buyer's part within the time limits and in the manner required in this Agreement, for any reason other than a default by Seller; or (ii) Buyer fails to deliver at the Closing any items reasonably required of Buyer by Seller.

The termination of this Agreement shall be the sole remedy available to Seller for breach or default by Buyer, and Buyer will not be liable for damages or specific performance, and Seller hereby waives any and all rights to damages and specific performance.

16. MISCELLANEOUS

16.1. Interpretation. The captions of the Sections of this Agreement are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and, accordingly, any ambiguities shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

16.2. Survival. The representations, warranties and indemnities set forth in this Agreement shall survive the Closing and not merge into the deed or other documents to be delivered at Closing.

16.3. Assignment. This Agreement and the rights or obligations of any party under this Agreement may not be assigned by any party without the prior written consent of the other party (which shall not be unreasonably withheld, conditioned or delayed).

16.4. Waiver. Excuse or waiver of the performance by the other party of any obligation under this Agreement shall be effective only if evidenced by a written statement signed by the party so excusing. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of a breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

16.5. No Third Person Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.

16.6. Entire Agreement. This Agreement constitutes the entire agreement between and the reasonable expectations of the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by a written agreement executed by all of the parties.

16.7. Further Documents. Buyer and Seller shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the Closing, to carry out the matters contemplated by this Agreement.

16.8. Incorporation of Recitals and Exhibits. All recitals to this Agreement and exhibits attached to this Agreement are by this reference incorporated herein.

16.9. Alaska Law. This Agreement shall be governed by the laws of the State of Alaska.

16.10. Date of Performance. Time is of the essence of this Agreement. If the date of performance of any obligation or the last day of any time period provided for under this

Agreement should fall on a Saturday, Sunday or legal holiday, then said obligation shall be due and owing, and the time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal holiday. Except as may otherwise be set forth in this Agreement, any performance provided for in this Agreement shall be timely made if completed no later than 5:00 p.m. (Alaska time) on the day of performance.

16.11. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed an original, but all counterparts shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above intending to become legally bound.

SELLER:

Dated: _____

Kenai Peninsula Borough

BUYER:

CITY OF HOMER

Dated: _____

By: _____
Its: _____

EXHIBIT "A"

The Property referred to herein below is situated in the City of Homer, State of Alaska and is described as follows:

RS GOVT LOTS 18 T 6S R 13W SEC 14 SEWARD MERIDIAN Homer
Recording District, Third Judicial District, State of Alaska.

T 6S R 13W SEC 14 SEWARD MERIDIAN HM – RS GOVT LOTS 19

T 6S R 13W SEC 14 SEWARD MERIDIAN HM – RS GOVT LOTS 20

T 6S R 13W SEC 14 SEWARD MERIDIAN HM – RS GOVT LOTS 22

T 6S R 13W SEC 14 SEWARD MERIDIAN HM – RS GOVT LOTS 23

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

3 City Manager/
4 Community Development
5 Director

6 **RESOLUTION 26-027**

7
8 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
9 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
10 THE APPROPRIATE DOCUMENTS FOR THE REAL PROPERTY
11 ACQUISITION OF FIVE PARCELS TOTALING 12.5 ACRES, MORE OR
12 LESS, AND DESIGNATING THE USE AS CONSERVATION.
13

14
15 WHEREAS, The City of Homer is the sub-recipient of a \$1,171,410 National Oceanic and
16 Atmospheric Administration (NOAA) grant, authorized and appropriated via Ordinance 23-46;
17 and
18

19 WHEREAS, The project includes the purchase and conservation of approximately five
20 parcels totaling 12.5 acres more or less with the descriptions of Government Lots 18, 19, 20, 22
21 and 23 in Section 14, Township 6 South, Range 13 West, situated in the Homer Recoding
22 District, Seward Meridian, Alaska; and
23

24 WHEREAS, The purchase price is \$156,250.00 which is the appraised value of the
25 property; and
26

27 WHEREAS, Grant funds will cover all property acquisition costs; and
28

29 WHEREAS, Resolution 24-124(S) provided direction to pursue the purchase of lands for
30 green infrastructure conservation; and
31

32 WHEREAS, The property will include a deed restriction and shall be managed for
33 conservation in perpetuity; and
34

35 WHEREAS, Public ownership of these lands in a conservation status will allow for the
36 lands to continue to function as natural storm water infiltration areas; and
37

38 WHEREAS, Homer City Code 18.06.030 requires Council approval for land acquisition.
39

40 NOW, THEREFORE, BE IT RESOLVED:
41

42 Section 1. The City Manager is authorized to negotiate and execute the appropriate
43 documents.
44

45 Section 2. The land shall be designated as conservation properties.

46

47 PASSED AND ADOPTED by the Homer City Council this 13th day of April, 2026.

48

49

CITY OF HOMER

50

51

52

RACHEL LORD, MAYOR

53

54

55 ATTEST:

56

57

AMY WOODRUFF, CITY CLERK

58

59

60 Fiscal Note: ORD 23-46 appropriated \$1,171,410; \$925,045 remains.



Homer Harbor Expansion City Council Tentatively Selected Plan Update

Monday, April 13, 2026



Alternatives Update

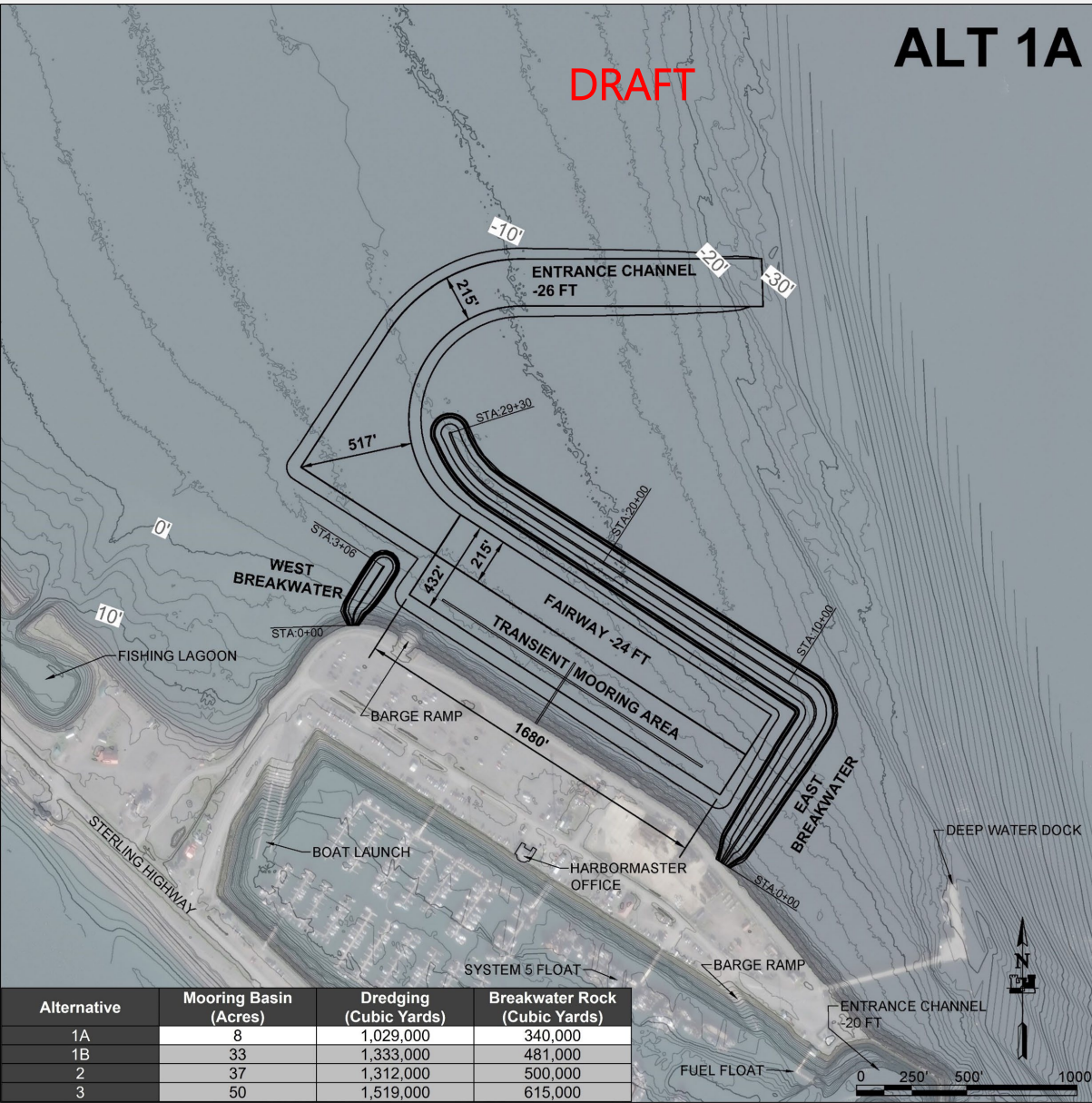
Alternatives Update

USACE TSP Analysis

Cost Share Requirements

TSP or LPP Discussion and Next Steps

Preliminary Alternative 1A

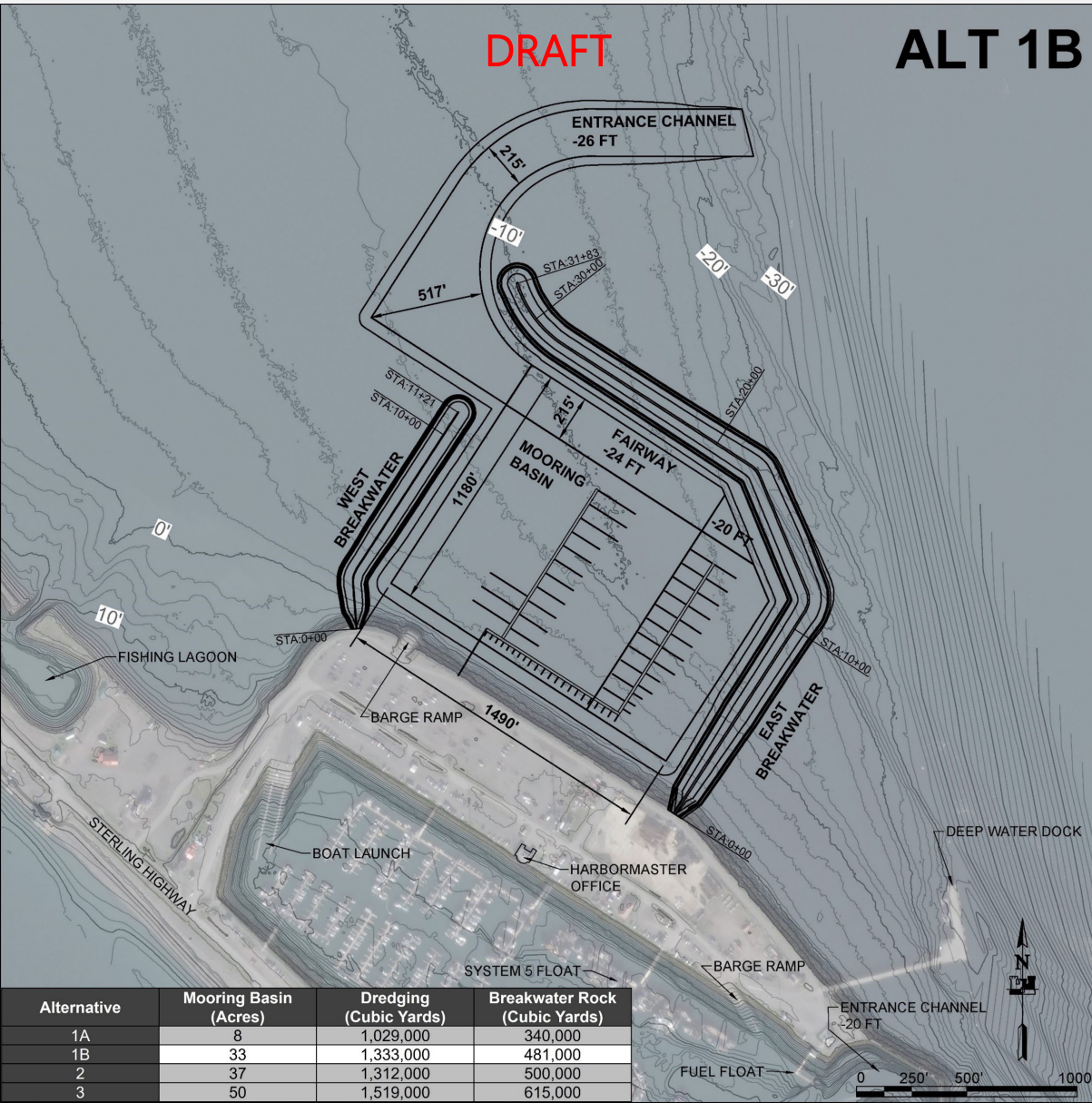


- Mooring Basin: 8 acres
- Dredging: 1,029,000 cy
- Breakwater Rock: 340,000 cy

- Breakwater alignments remained the same
- Breakwater cross-section toe widened from 15' to 20'
- Parking area removed



Preliminary Alternative 1B

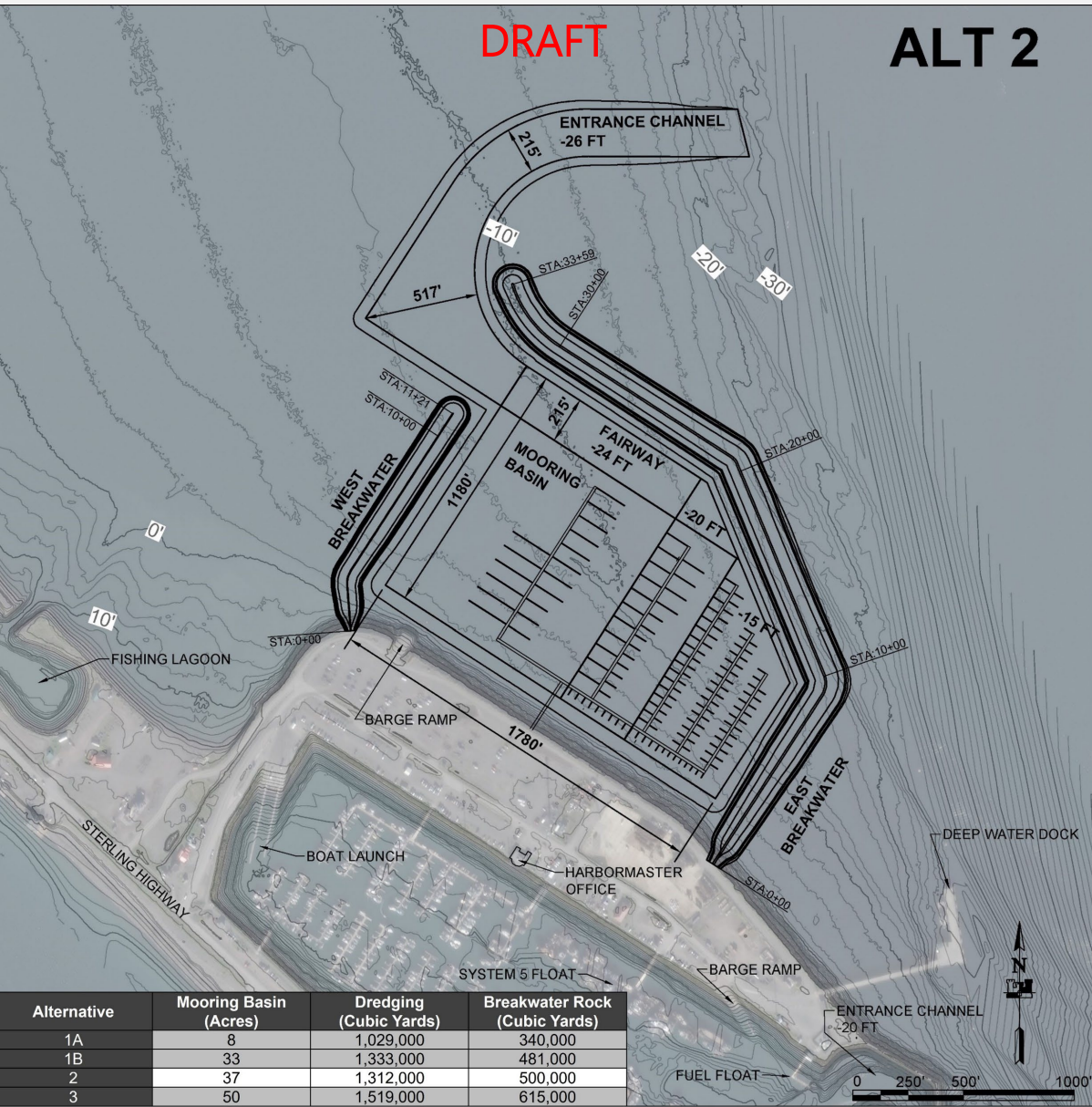


- Mooring Basin: 33 acres
- Dredging: 1,333,000 cy
- Breakwater Rock: 481,000 cy
- Breakwater alignments remained the same
- Breakwater cross-section toe widened from 15' to 20'
- Parking area removed

Alternative	Mooring Basin (Acres)	Dredging (Cubic Yards)	Breakwater Rock (Cubic Yards)
1A	8	1,029,000	340,000
1B	33	1,333,000	481,000
2	37	1,312,000	500,000
3	50	1,519,000	615,000



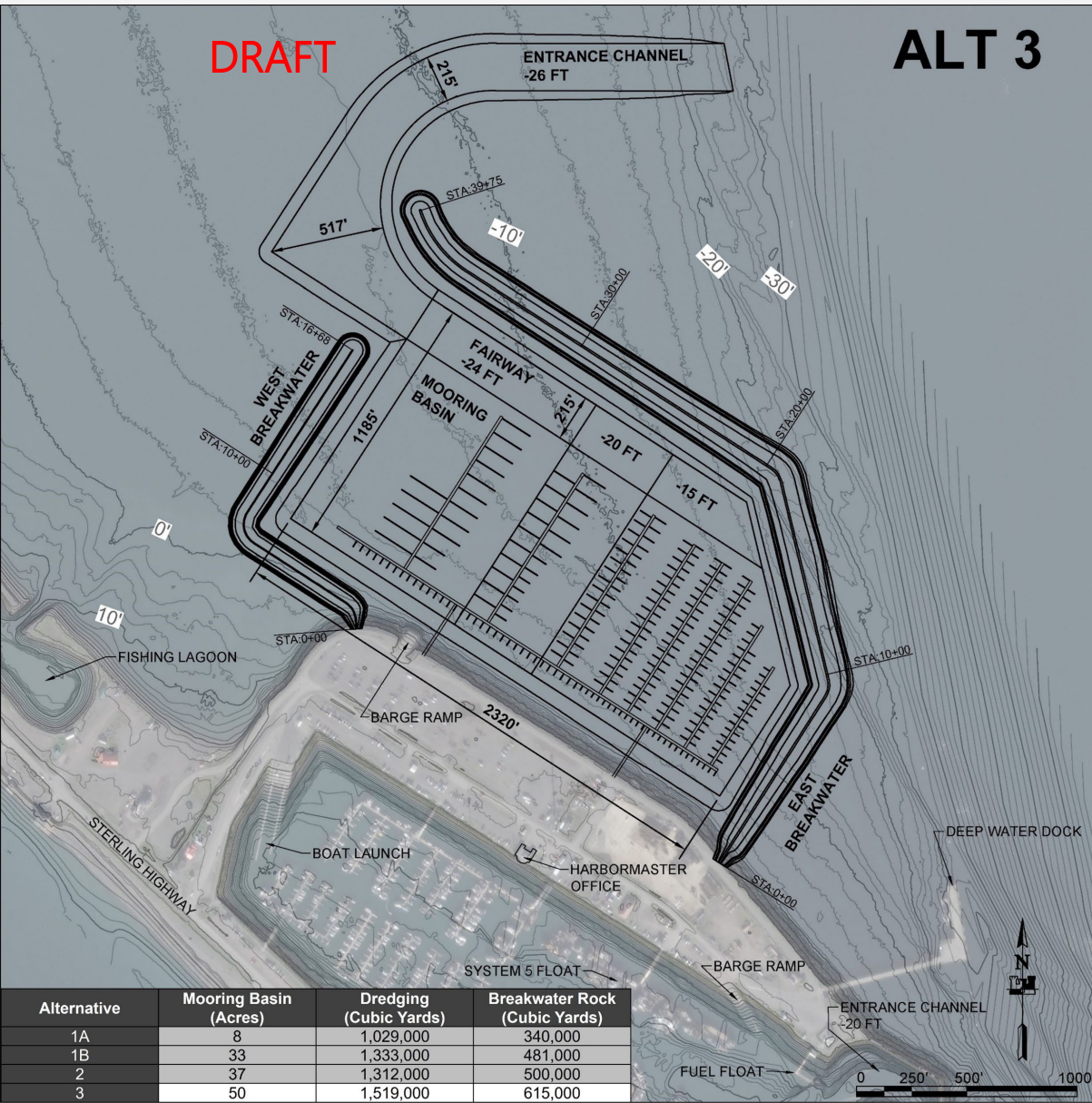
Preliminary Alternative 2



- Mooring Basin: 37 acres
- Dredging: 1,312,000 cy
- Breakwater Rock: 500,000 cy
- Breakwater alignments remained the same
- Breakwater cross-section toe widened from 15' to 20'
- Parking area removed



Preliminary Alternative 3



- Mooring Basin: 50 acres
- Dredging: 1,519,000 cy
- Breakwater Rock: 615,000 cy

- Breakwater alignments remained the same
- Breakwater cross-section toe widened from 15' to 20'
- Parking area removed

Alternative	Mooring Basin (Acres)	Dredging (Cubic Yards)	Breakwater Rock (Cubic Yards)
1A	8	1,029,000	340,000
1B	33	1,333,000	481,000
2	37	1,312,000	500,000
3	50	1,519,000	615,000





USACE Tentatively Selected Plan Analysis

Alternatives Update

USACE TSP Analysis

Cost Share Requirements

TSP or LPP Discussion and Next Steps

Recent Activity

- TSP Milestone Meeting (TSP Alternative 1B, LPP Alternative 2)
- USACE Leadership instructed the local team to revisit the TSP analysis and consider additional requirements recently set forth by the ASA of Civil Works
- Completed Geotechnical Investigation
- Revised breakwater assumptions impacting costs
- Revised Cost Effective/Incremental Cost Analysis (CE/ICA)
- Re-evaluated TSP

CE/ICA Composite Benefit Unit

R&S Benefit Categories	Homer Benefit Category	Component Benefits/ Descriptions
Welfare of the regional population	WRs	-increase in cargo shipment reliability to regional communities
Subsistence Access	Personal Use Fisheries (PUFs)	-China Poot Bay Impacts -Kachemak Bay Set Gillnet Impacts
Local & regional economic opportunities	LROs	-Marine Trades Impacts (MTIs) -Business Expansion Impacts (BEIs)
Not categorized	Avoided Vessel Delays (AVDs)	-decreasing crowding decreases rafting and associated delays
Public health and safety	Safety	-safety increases as rafting is reduced

Community Benefit Units (CBUs) = WRs + PUFs + LROs + AVDs + Safety

Weighted Normalized CBUs and CE/ICA Results

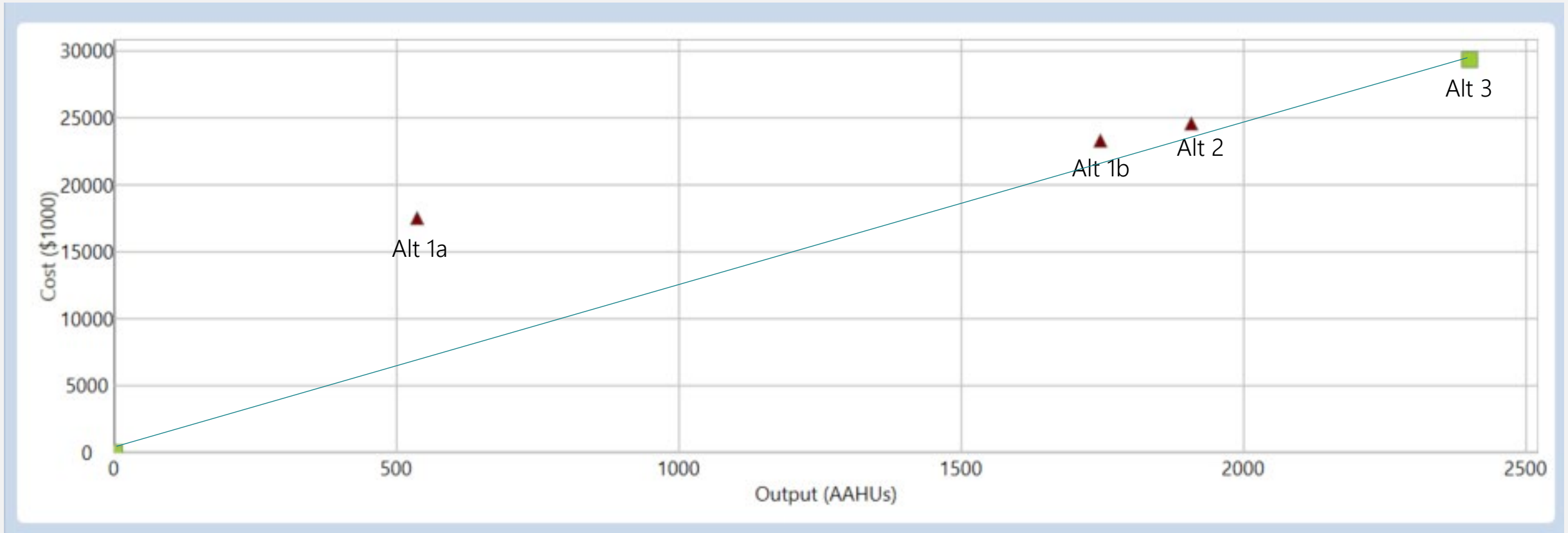
AAEQ Benefits	Alt 1a	Alt 1b	Alt 2	Alt 3	Weight	Alt 1a	Alt 1b	Alt 2	Alt 3
Local Opportunities	21	21	37	100	4	86	85	148	400
Subsistence	29	29	41	100	1	29	29	41	100
Regional Welfare	35	100	100	100	5	177	500	500	500
Avoided Vessel Delay	19	79	88	100	7	131	555	618	700
Safety	16	82	86	100	7	114	577	600	700
Total Normalized CBUs	120	311	352	500		536	1,746	1,907	2,400

	No Action	Alt 1a	Alt 1b	Alt 2	Alt 3
CE/ICA Result	Best Buy*	Cost Effective	Cost Effective	Cost Effective	Best Buy

*The No Action scenario is always a “Best Buy”.



Ce/ICA Scatter Plot



- Non Cost Effective
- ▲ Cost Effective
- Best Buy



Previous Alternative Matrix (SUPERSEDED)

Metrics	National Economic Development				Environmental Quality	Other Social Effects			P&G Criteria
	Project Total First Cost (Millions)	Avg. Annual Equiv. Benefits (million, includes Rec)	Avg. Annual Equiv. Net Benefits (millions, includes Rec)	BCR	Footprint Acreage (PROXY)	Safety	Regional Freight CE	Regional Freight ICA	Effective (H/M/L)
No Action Alternative	--	--	--	N/A	--		--	--	
Alternative 1a: Large transient vessels								N/A	
Alternative 1b: Transient vessels (NED, Total Net Benefits)									
Alternative 2: Transient and waitlisted vessels									
Alternative 3: Transient, waitlisted, projected future vessels									



Highest (Good) Score



Medium Score

87



Lowest (Poor) Score



Revised Alternative Matrix (*Preliminary Subject to Change)

		NED				OSE	EQ	P&G			
Metrics		AAEQ Benefits (Millions)	AAEQ Costs (Millions)	Net AAEQ (Millions)	BCR	CE Analysis	HSI Scores	Effective	Efficient	Complete	Acceptable
Alternatives	No Action Alternative	0	0	0	N/A	Best Buy	152.3	N	Y	Y	Y
	Alternative 1a: Large transient vessels	\$8	\$18	(\$9.90)	0.43	Cost Effective	60.9	L	Y	Y	Y
	Alternative 1b: Transient vessels	\$17	\$23	(\$6.03)	0.74	Cost Effective	47.7	M	Y	Y	Y
	Alternative 2: Transient and waitlisted vessels	\$19	\$25	(\$5.50)	0.78	Cost Effective	44.2	H	Y	Y	Y
	Alternative 3: Transient, waitlisted, projected future vessels	\$23	\$29	(\$5.96)	0.8	Best Buy	9	H	Y	Y	Y

Effective	The extent to which an alternative alleviates the specified problems and achieves the specified opportunities
Efficient	The extent to which an alternative alleviates the specified problems and realizes the specified opportunities at the least cost.
Completeness	The extent to which an alternative provides and accounts for all features, investments and or other actions necessary to realize the planned effects including any necessary actions by other. It does not necessarily mean that alternative actions need to be large in scope or scale.
Acceptability	The viability and appropriateness of an alternative from the perspective of the nation's general public and consistency with existing Federal laws, authorities, and public policies. It does not include local or regional preferences for solutions or political expediency.





Cost Share Requirements

Alternatives Update

USACE TSP Analysis

Cost Share Requirements

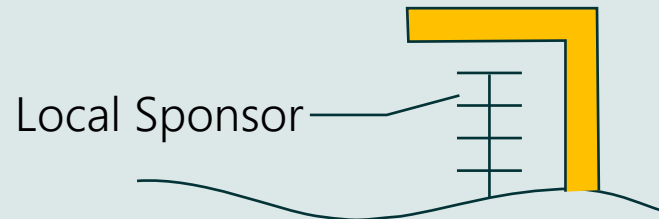
TSP or LPP Discussion and Next Steps

Construction Cost Share

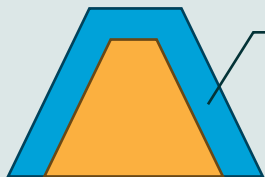
Cost Item	Federal Sponsor	Local Sponsor
General Navigation Features	80%*	20%*
Local Services Facilities	0%	100%
Locally Preferred Plan (GNF components Above and Beyond the NED Plan)	0%	100%

*10% of Local Sponsor paid over 30 years (i.e., if 80/20 split, 10% is due at time of construction, remaining 10% paid over 30 years)

TSP Examples
(i.e., Alt 2)

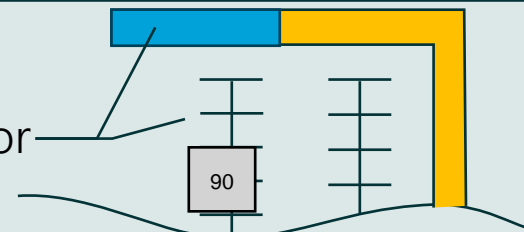


Larger LPP
Examples
(i.e., Alt 3)



Local Sponsor

Local Sponsor



Alternative 2 Approximate Cost Share

Description	Federal Share Estimate	Non-Federal Share	Total
Mob/Demob, Dredging, Breakwaters, Drains, Eelgrass Mitigation (90/10)	\$383,810,000	\$42,646,000	\$426,455,000
LSF Features (0/100)	\$0	\$50,369,000	\$50,369,000
Construction Management (90/10)	\$7,430,000	\$826,000	\$8,256,000
PED (90/10)	\$6,296,000	\$700,000	\$6,996,000
Total Project First Costs	\$397,536,000	\$94,539,000	\$492,076,000
Post Construction			
Post Construction Payback* (10% of GNF)	N/A	\$38,281,000	N/A
Sponsor Total Costs	N/A	\$132,820,000	N/A

Additional 10%: Non-federal sponsors must also pay an additional 10% of the cost of general navigation features in cash over a period not exceeding 30 years. They can receive credit toward this payment for the value of lands, easements, and relocations (LERRDs) provided.





TSP or LPP Discussion & Next Steps

Alternatives Update

USACE TSP Analysis

Cost Share Requirements

TSP or LPP Discussion and Next Steps

Locally Preferred Plan Discussion

- Alternative 2 is the USACE recommended TSP. This was the City's previous Locally Preferred Plan
- If a LPP is desired (1A, 1B, 3), it needs to be requested by the Local Sponsor at this time during the General Investigation (TSP Milestone)
- TSP (As Is)
 - Increased vessel moorage supporting community need
 - Will not impact approval from USACE District, Division, and Head Quarters
 - Local Services Facilities cost are able to be amortized as funds are available
- LPP
 - Local sponsor responsible for increased cost beyond USACE selected plan (Alt 3 Only)
 - Increased cost by Local sponsor due at time of initial construction
 - No change to the costshare from TSP if Alt 1A or 1B selected for the LPP

Next Steps

- Local Sponsor provides input to USACE on TSP or LPP decision. Required as soon as possible.
- Draft Feasibility Report posted for public comment: Late May 2026
- Public comment period: 30 Days
- Scheduled Chiefs Report: March 2027

THANK YOU & Please Stay Involved

Scan the QR code below with your smartphone.



Fill out a comment form here, today



Comment and subscribe to the email list electronically
(on our website)



Read the FAQs
(on our website)



Visit the website



www.homerharboorexpan.com





MEMORANDUM

CC-26-081

Trails Financial Plan Update

Item Type: Informational Memo
Prepared For: Mayor Lord and Homer City Council
Date: March 24, 2026
From: Parks, Art, Recreation & Culture Advisory Commission
Through: Mike Illg, Staff Liaison

Background

At the March 19, 2026 Parks, Art, Recreation & Culture Advisory Commission regular meeting, Public Works Director Dan Kort provided an updated Trails Financial Plan for PARCAC to review and consider for ongoing and future City of Homer trails development and related estimated costs.

Response

PARCAC unanimously supports the Trails Financial Plan as submitted.

Action

Informational only.

Attachment

Trails Financial Plan

**City of Homer
Trails Financial Plan**

**Fund 165 - HART Trails
Public Works Department**

	FY2025 Active Projects	FY2026 Dept Proposed	FY2027 Projected	FY2028 Projected	FY2029 Projected	FY2030 Projected	FY2031 Projected
<u>Miscellaneous</u>							
Wayfinding & Streetscape Trackless	50,000	250,000					
Total Miscellaneous Projects	50,000	250,000	-	-	-	-	-
<u>Trail Maintenance</u>							
Operating Budget Transfer - Trail Maintenance FY25	118,663						
Operating Budget Transfer - Trail Maintenance FY26		78,400					
Operating Budget Transfer - Trail Maintenance FY27			79,968				
Operating Budget Transfer - Trail Maintenance FY28				81,567			
Operating Budget Transfer - Trail Maintenance FY29					83,199		
Operating Budget Transfer - Trail Maintenance FY30						84,863	
Operating Budget Transfer - Trail Maintenance FY31							86,560
FY26 Trail Maintenance (Calhoon/Upper Poopdeck/Lower Hornaday)		30,000					
FY27 Trail Maintenance (Daybreeze/Lower Poopdeck)			30,000				
FY28 Trail Maintenance (TBD)				30,000			
FY29 Trail Maintenance (TBD)					30,000		
FY30 Trail Maintenance (TBD)						30,000	
FY31 Trail Maintenance (TBD)							30,000
Pest Management on Trails	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Total Trail Maintenance Projects	138,663	128,400	129,968	131,567	133,199	134,863	136,560
<u>Trail Projects and Planning</u>							
Lee Avenue Trail	20,000						
E. Fairview Avenue Trail	30,000						
Beauregard Court Trail	10,000						
Trailhead Improvements	12,000						
Bayview Park Renovation - accessibility	20,314						
Lucky Shot Trail	6,000						
Library Trail - Storybook / West Lot	6,000						
Woodard Canyon Trail - Engineering/Design		150,000					
Woodard Canyon Trail - Construction Phase I			1,000,000				
Woodard Canyon Trail - Construction Phase II				500,000			
DCRA Highway Underpass Conceptual Design Study	28,145						
DCRA Easement Acquisition			300,000				
DCRA Trail Phase I(a) Engineering (Green Timbers PL to DCSRS)			100,000				
DCRA Trail Phase I(a) Construction (Green Timbers PL to DCSRS)			500,000				
DCRA Trail Phase I(b) Engineering (Green Timbers PL to View Pt)			50,000				
DCRA Trail Phase I(b) Construction (Green Timbers PL to View Pt)				500,000			
DCRA Trail Phase II Engineering (Phase I(b) trail to KP8 Trailhead)				TBD			
DCRA Trail Phase II Construction (Phase I(b) trail to KP8 Trailhead)					TBD		
DCRA Trail Phase III Engineering (Loop A/Connect Rogers TH)					TBD		
DCRA Trail Phase III Construction (Loop A/Connect Rogers TH)						TBD	
DCRA Trail Phase IV Engineering (Loop B/Homestead Connector)							TBD
DCRA Trail Phase IV Construction (Loop B/Homestead Connector)							
Tajen Trail				40,000			
Adams Lane Path				30,000			
Adams Lane Path Construction					200,000		
Beluga Lake Trail Easement Research				30,000			
Streamhill Park/Mission Road Trail (possible trail)							400,000
Reber Trail Construction				75,000			
Woodard Creek (Hospital/Hornaday) Trail and Bridge Design			30,000				
Woodard Creek (Hospital/Hornaday) Trail and Bridge Construction				300,000			
West Homer Elementary School Trail		10,000					
Bay Avenue Connection to Lake Research, Design and Easement				100,000			
Bay Avenue Connection to Lake Construction					200,000		
Bay Avenue Trail Design				100,000			
Bay Avenue Trail/Sidewalk Construction					1,000,000		
Tundra Rose to Hornaday Trail Connection Research					50,000		
Tundra Rose to Hornaday Trail Connection Easement						50,000	
Tundra Rose to Hornaday Trail Connection Design						50,000	
Tundra Rose to Hornaday Trail Connection Construction							500,000
Total New Trail Building Projects	28,145	10,000	980,000	1,175,000	1,450,000	100,000	900,000
Net Annual Expenditure	216,808	388,400	1,109,968	1,306,567	1,583,199	234,863	1,036,560
Beginning Fund Balance	1,100,000	1,013,192	754,792	(225,176)	(1,401,743)	(2,854,942)	(2,959,805)
Projected Sales Tax into Fund	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Projected Ending Fund Balance	1,013,192	754,792	(225,176)	(1,401,743)	(2,854,942)	(2,959,805)	(3,866,365)

* Funding from Equipment Replacement Fund
(G) Grant Funded



MEMORANDUM

CC-26-063

Ordinance 26-19, An Ordinance of the City Council of Homer, Alaska Approving a Ten (10) Year Lease with Two (2) Thirty (30) Month Options to Renew Between the City of Homer, Alaska and Sea Assist Alaska Inc. D.B.A Sea Tow SouthCentral Alaska and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: March 10, 2026
From: Mark Bowman, Port Property Associate
Through: Melissa Jacobsen, City Manager

Sea Assist Alaska Inc., dba Sea Tow SouthCentral Alaska, currently holds a lease for a portion of Lot 48, located at 4667 Homer Spit Rd, Suites 1 & 2. The business has been operating in Homer since 2018, providing essential 24/7 on-water safety, towing, and marine assistance services to commercial and recreational boaters, growing its membership base significantly the last eight years.

The applicant has submitted a lease proposal requesting a new ten (10) year lease with two (2) thirty (30) month renewal options to continue their operations. This application seeks approval to establish the new lease terms and expand the leased premises:

1. **Building Portion:** A 1,296 square foot space (comprising a 336 sq. ft. ground-level office and a 960 sq. ft. second-story living space).
2. **Land Portion:** A 1,260 square foot yard/land space to accommodate seven (7) designated parking spaces, which is an increase from their previous allotment of four spaces.

City staff have reviewed the application utilizing the criteria outlined in Homer City Code 18.08.060 and verified that the proposed continuous use is compatible with neighboring land uses and consistent with applicable land use regulations for the Homer Spit. Furthermore, the applicant provided financial documentation demonstrating positive year-over-year business growth, substantial assets, and the financial capability to meet their lease obligations. The applicant has also provided verification of active commercial liability insurance and is a valid Domestic Business Corporation in good standing with the State of Alaska.

The applicant provides significant economic and social benefits to the City of Homer, actively participating in the Homer Marine Trades Association and Homer Chamber of Commerce, and contributing to the success of community events.

RECOMMENDATION:

Approve Ordinance 26-19



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

City of Homer Lease Application Proposal Review & Staff Recommendations

Proposal Synopsis	
Application is for:	Sea Assist Alaska Inc. DBA Sea Tow SouthCentral Alaska
Address / KPB ID:	4667 HOMER SPIT RD STE 1, HOMER, AK 99603 / 18103404LH02
Lease Proposal Synopsis and Recommendation:	<p>Sea Assist Alaska Inc. is requesting a new lease to replace the one-year short term Lease expiring March 31, 2026. Sea Assist Alaska Inc., more often referred to as Sea Tow is in good standing and has been providing a vital service to commercial and recreational boaters.</p> <p>Sea Tow is requesting a standard long-term Lease of 20 years with two five year options to renew. The request is for use of the building which contains a large water pump that is part of the city water infrastructure and not available for lease. The remainder of the building includes 336 sq. ft. of office space on the ground level and 960 sq. ft. of second story space used for housing and captain's quarters.</p> <p>The previous lease also added 720 sq. ft. for four parking spaces. Sea Tow requests three additional parking spaces for a new total of 1260 sq. ft. for parking.</p>

Criteria Checklist using City of Homer Code 18.08.060				
The lease application provides a clear, precise written narrative that addresses all proposal criteria:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Insufficient
Notes:				
1. property plan is compatible with neighboring uses and consistent with applicable land use regulations including the land allocation plan; comprehensive plan:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Insufficient
Notes: The narrative states the business provides essential services to recreational and commercial boaters and describes the business as a "great fit" for the building and a "great addition to the Homer Harbor." The proposed use includes a ground-level office for dispatch, customer relations, and administrative duties.				
2. The development plan includes phases and timetables for the proposal:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Insufficient
Notes: The Applicant has no plans for upgrades or renovations. The Applicant stated to the Port Property Associate that the building, owned by the City, needs upgrades and renovation including needs a new roof, siding (or paint) and new windows.				

<p>3. The development plan proposes a capital investment plan:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><u>Notes:</u> See #3 above.</p>	Yes	No	N/A	<u>Insufficient</u>
<p>4. The applicant is experienced in the proposed business or venture:</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Notes:</u> The proposal narrative states that Capt. Trey Hill and Alyssa Hill started Sea Tow in Homer and Whittier in January 2018 and that in the last eight years the business has grown to over 2100 members.</p>	Yes	No	N/A	<u>Insufficient</u>
<p>5. The applicant has the financial capability or backing including a credit history, prior lease history, and assets that will be used to support the proposed development:</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Notes:</u> There are no developments to the Lease Property that would require use of Sea Assist resources. Financial documents were provided showing balance sheets for the past two years and their relationships, including loans with Stearn Bank, KLC Financial and the SBA. From 2024 to 2025, their income rose 74%. The applicant reduced their negative equity balance by over 84% through the retained earnings from their 2025 net income.</p>	Yes	No	N/A	<u>Insufficient</u>
<p>6. The proposal states the number of employees anticipated:</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Notes:</u> Four contractors including captains and dispatchers were paid for services provided to Sea Assist Alaska, Inc. No employees were mentioned in the application.</p>	Yes	No	N/A	<u>Insufficient</u>
<p>7. The proposed lease rate was included in the proposal.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Notes:</u> At the time of this review the property is being appraised. This process will contribute to providing a fair and equitable Lease rent.</p>	Yes	No	N/A	<u>Insufficient</u>
<p>8. Information about other financial impacts such as tax revenues, stimulation of related or spin-off economic development, or the value of improvements left behind upon termination of the lease was included in the application.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Notes:</u> Business Growth: Detailed information including financial health and company growth points to increased tax revenue for the City as well as the Borough.</p>	Yes	No	N/A	<u>Insufficient</u>
<p>9. Other long-term social economic development information was included in the proposal.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>Notes:</u> Essential Services: The applicant describes their primary function as providing "essential services" to recreational and commercial boaters, including towing, jump starts, fuel deliveries, and un-groundings. They state they "work very hard to keep Alaskan boaters safe" and have provided on-water services to thousands of boaters over the last eight years.</p>	Yes	No	N/A	<u>Insufficient</u>
<p>Community Leadership: Captain Hill serves on the Board of Directors for the Homer Chamber of Commerce and the Homer Marine Trades Association. Seas Assist also donated to the to the Sea Tow Foundation (a foundation to reduce boating-related accidents and deaths through education, safety tools, and resources).</p>				

10. Residency or licensure of the applicant has been established in the city, Kenai peninsula borough, and/or the state of Alaska, as identified in the city's request for proposal and permitted under state and federal law:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> <u>Insufficient</u>
---	---	---------------------------------------	--	--

Notes: Trey his wife, Alyssa, reside on the Spit in the building they have been leasing from the City, above the office space for Sea Assist Alaska Inc.

18.08.060 (b) Determination of the rent amount shall take into consideration the following factors:
 (Record comments below as appropriate.)

- 1. Appraisal or tax assessed valuation;** Pending the appraisal currently in progress.
- 2. The highest and best use of the land;**
- 3. Development (existing and planned);**
- 4. Economic development objectives;**
- 5. The location of the property;**
- 6. Alternative valuation methodologies as negotiated by both parties. [Ord. 18-16(S)(A) 1,2018].**

FOR CURRENT ASSIGNMENTS ONLY – Current lessee is in full compliance with the lease terms and is eligible for lease reassignment:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> <u>Insufficient</u>
---	---	---------------------------------------	--	--

FOR CURRENT TENANTS ONLY – the lessee is in good standing:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> <u>Insufficient</u>
---	---	---------------------------------------	--	--

All applicable documentation has been provided:

<input checked="" type="checkbox"/> Lease Application and Written Narrative <input checked="" type="checkbox"/> Property Plan <input checked="" type="checkbox"/> Development Plan <input checked="" type="checkbox"/> Financial Information <input checked="" type="checkbox"/> Business Entity and Licensing Information <input checked="" type="checkbox"/> Verification that Insurance can be provided at Signing of Lease <input checked="" type="checkbox"/> City Planning & Other Agency Approval Information	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> <u>Insufficient</u>
--	---	---------------------------------------	--	--

Comments/Recommendations from Public Works

Dan Kort, Public Works Director: “**Notice of Potential Disturbance and Access:** The Lessee is advised that the office area is adjacent to the municipal back-up water pump system for the Spit. Consequently, the premises may be subject to occasional noise and vibration during pump operation, maintenance, or construction related activities. Furthermore, the City reserves the right for staff to occupy the pump room as needed for maintenance or operations; however, such access will be conducted via a dedicated exterior entrance and should not interfere with the Lessee's internal operations.”

Comments/Recommendations from Planning & Zoning

Ryan Foster, City Planner: Planning has no comments or objections to the Lease.

Additional Comments/Recommendations from Port & Harbor Staff (if applicable)

Admin Supervisor, Giles Ogden: In accordance with State and Federal regulations regarding pre-1978 construction, the Landlord is providing mandatory disclosures concerning lead-based paint and asbestos. These materials have been secured by the Port Property Associate and are included for the Tenant's review and acknowledgment. According to the Kenai Peninsula Borough records the building was built in 1970.

N/A

Comments from City Manager's Office

None

N/A

Recommendation from Port & Harbor Advisory Commission (if applicable)

Approve Lease

N/A

Recommended Action to City Council

Approve Lease

N/A

Application Verified By:

City Manager Approval:

Julie Angbraten
Acting CM

Date: *2/20/26*

Attachments:

- Application
- Application Review
- Insurance 1
- Insurance 2
- Business License
- Biennial Report
- Articles of Inc.
- CONFIDENTIAL Bylaws
- CONFIDENTIAL P&L 2024
- CONFIDENTIAL P&L 2025
- CONFIDENTIAL Balance Sheet 2024
- CONFIDENTIAL Balance Sheet 2025
- Pending Litigation
- Lead Paint (Required Pamphlet) for Pre 1978

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

3 City Manager/Port Director

4 **ORDINANCE 26-19**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
7 APPROVING A TEN (10) YEAR LEASE WITH TWO (2) THIRTY (30)
8 MONTH OPTIONS TO RENEW BETWEEN THE CITY OF HOMER,
9 ALASKA AND SEA ASSIST ALASKA INC. D.B.A SEA TOW
10 SOUTHCENTRAL ALASKA AND AUTHORIZING THE CITY MANAGER
11 TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

12 WHEREAS, Sea Assist Alaska Inc., DBA Sea Tow SouthCentral Alaska, is an existing
13 tenant leasing a portion of Lot 48, located at 4667 Homer Spit Rd, Suite 1 & 2, for the
14 operation of a maritime assistance business; and
15

16 WHEREAS, Sea Tow SouthCentral Alaska has been operating in Homer since 2018,
17 providing essential 24/7 on-water safety, towing, and marine assistance services to
18 commercial and recreational boaters, and has grown its business to serve over 2,100
19 members; and
20

21 WHEREAS, the applicant has submitted a lease proposal requesting to lease a 1,296
22 square foot building portion (comprising a 336 square foot ground-level office and a 960
23 square foot second-story space) and a separate 1,260 square foot land portion to
24 accommodate seven designated parking spaces; and
25

26 WHEREAS, financial documentation submitted with the application demonstrates the
27 applicant's financial capability to support the lease and operations, reflecting year-over-year
28 business growth, a positive net income, and substantial total assets; and
29

30 WHEREAS, the proposed continuous use of the ground-level office for dispatch and
31 customer relations, and the second-story living quarters for the owners' and on-call captains'
32 quarters, is compatible with neighboring land uses and consistent with applicable land use
33 regulations for the Homer Spit; and
34

35 WHEREAS, the applicant provides significant economic and social benefits to the City
36 of Homer, with its principals serving on the Board of Directors for the Homer Chamber of
37 Commerce and the Homer Marine Trades Association, and contributing to the success of
38 community events such as the Homer Winter King Tournament and Homer HarborFest; and
39

40 WHEREAS, City staff have reviewed the lease application utilizing the criteria outlined
41 in Homer City Code 18.08.060, verified the applicant's corporate standing and commercial
42 liability insurance compliance, and recommended approval of the proposal; and

43

44 WHEREAS, at the February 25, 2026 Port and Harbor Advisory Commission meeting,
45 the Commission passed a motion recommending that the City Council approve the Sea Tow
46 Lease.

47

48 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

49

50 Section 1. The City Council of Homer, Alaska, hereby approves a ten (10) year lease
51 with two (2) thirty (30) month options to renew between the City of Homer and Sea Assist
52 Alaska Inc., D.B.A. Sea Tow SouthCentral Alaska, for a portion of Lot 48, physically located at
53 4667 Homer Spit Rd, Suites 1 & 2. The leased premises shall be defined as a 1,296 square foot
54 building area and a separate 1,260 square foot land area designated for parking.

55

56 Section 2. The City Council hereby authorizes the City Manager to negotiate and
57 execute the appropriate lease documents, and authorizes the City Manager to execute
58 Termination of Lease documents for superseded previous leases.

59

60 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this _____ day of April, 2026.

61

62

CITY OF HOMER

63

64

65

RACHEL LORD, MAYOR

66 ATTEST:

67

68

69 _____
AMY WOODRUFF, CITY CLERK

70

71 YES:

72 NO:

73 ABSTAIN:

74 ABSENT:

75

76 First Reading:

77 Public Hearing:

78 Second Reading:

79 Effective Date:



MEMORANDUM

CC-26-064

Ordinance 26-20 An Ordinance of the City Council of Homer, Alaska Amending the FY26 Capital Budget and Appropriating \$78,792 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Pay for Previously Authorized East Hill Road City Utility Betterments Completed as part of the Alaska Department of Transportation and Public Facilities (DOT) Repaving Project.

Item Type: Backup Memorandum, Action Memorandum, or Informational Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: March 10, 2026
From: Daniel Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

SUMMARY:

This Ordinance is requesting an appropriation of \$78,792 from the Homer Accelerated Water and Sewer Program (HAWSP) for extending a water main as part of the State of Alaska Department of Transportation's (DOT) East Hill Road Pavement Preservation project constructed in 2023.

BACKGROUND:

In 2021, the DOT began planning and design for the East Hill Road Pavement Preservation project. During this phase of the project, the DOT worked with the City to incorporate repairs to City water and sewer infrastructure. The following lists the legislation related to this project:

- Ordinance 21-15 was adopted for \$98,000 from Water Capital Asset Repair and Maintenance Allowance Fund (CARMA) and Sewer CARMA (50/50) to support the City portion of the project related to East Hill Road Pavement Preservation Project. Work covered by this ordinance included repairs to manholes and water valve boxes.
- Ordinance 21-61 was adopted for an additional \$30,953 from Water CARMA and Sewer CARMA (50/50) to cover the project shortfall after the DOT's bid was awarded.
- Ordinance 21-69 was adopted for an additional \$70,485 from HAWSP to cover the expenses related to extending a water main across East Hill Dr to serve Mission Road in the future without disrupting the repaved East Hill Road and incurring that future expense.
- Ordinance 22-29 was adopted for an additional \$150,000 from Water CARMA and Sewer CARMA to cover additional expenses related to the manhole repairs which were found to be more extensive than originally expected.

The construction was completed in July 2023 including all of the projects for which the City appropriated funds, however the DOT has not yet closed out the project. The DOT recently reached

out and explained that they never sent a bill for Change Order #3 from their contractor which covered the work associated with Ordinance 21-69 for \$70,485. The Change Order for the work performed came in at \$78,792. DOT is requesting payment for this Change Order so they can close out the East Hill Rd. project and roll any remaining Federal Highways money into their upcoming Sterling Highway project.

The appropriation made by ordinance 21-69 to pay for Change Order #3 has expired without any funds expended , so a new appropriation is needed.

RECOMMENDATION:

The Public Works Department recommends the adoption of this ordinance appropriating \$78,792 from HAWSP towards this project.

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

4 City Manager/
5 Public Works Director

6 **ORDINANCE 26-20**

7
8 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE
9 FY26 CAPITAL BUDGET BY APPROPRIATING \$78,792 FROM THE HOMER
10 ACCELERATED WATER AND SEWER PROGRAM (HAWSP) FUND TO PAY FOR
11 PREVIOUSLY AUTHORIZED EAST HILL ROAD CITY UTILITY BETTERMENTS
12 COMPLETED AS PART OF THE ALASKA DEPARTMENT OF TRANSPORTATION
13 AND PUBLIC FACILITIES (DOT) REPAVING PROJECT.

14
15 WHEREAS, As part of the State’s East Hill Road Repaving Project completed in July
16 2023, the State’s construction contractor did, among other things, adjust City-owned water
17 valves and make other minor repairs to the City’s water utility; and

18
19 WHEREAS, The State issued a change order to install this water main extension from
20 the existing water line to a point outside the East Hill Road ROW to support the City’s long-term
21 plan to extend City water to Mission Road; and

22
23 WHEREAS, The estimated cost of the change order was \$64,515, including a 15%
24 contingency, bringing the total estimated cost to \$70,485; and

25
26 WHEREAS, Ordinance 21-69 appropriating \$70,485 was adopted for the purpose of
27 paying for the installation of the water main extension; and

28
29 WHEREAS, In the State’s effort to close out this project it was discovered that a pay
30 request hadn't been issued to the City for the work and the final cost for the installation was
31 \$78,792; and

32
33 WHEREAS, The appropriation approved by Ordinance 21-69 has expired, so this new
34 appropriation is needed.

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

37
38 Section 1. The Homer City Council hereby amends the FY26 Capital Budget by
39 appropriating \$78,792 from the HAWSP Fund to extend the existing water main in East Hill
40 Road to a point outside the State ROW to facilitate a future extension to Mission Road as
41 follows:
42

43	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
44	205	Water Main Extension on East Hill Road	\$78,792

45
46 Section 2. This is a budget amendment ordinance only, is not permanent in nature, and
47 shall not be codified.

48
49 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 13th day of April, 2026.

50
51 CITY OF HOMER

52
53
54 _____
55 RACHEL LORD, MAYOR

56
57 ATTEST:
58
59
60 _____
61 AMY WOODRUFF, CITY CLERK

62
63
64 YES:
65 NO:
66 ABSTAIN:
67 ABSENT:
68
69 First Reading:
70 Public Reading:
71 Second Reading:
72 Effective Date:



MEMORANDUM

CC-26-082

Ordinance 26-22, An Emergency Ordinance of the City Council of Homer, Alaska Amending the FY26 Capital Budget by Appropriating \$100,000 from the General Fund General Capital Asset and Repair Maintenance Allowance (CARMA) Fund for Response to the Damage Assessment, Remediation, and Limited Repair at the Homer Municipal Airport Terminal Resulting from a Water Line Break, and Authorizing the City Manager to Negotiate and Execute Related Contracts.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: April 1, 2026
From: Daniel Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

SUMMARY:

On behalf of the Port and Harbor, the Public Works Department is requesting emergency funding to fund damage assessment, remediation and limited repairs to the Homer Municipal Airport Terminal (Terminal) resulting from a water line break.

BACKGROUND:

The evening of March 22, 2026 a good Samaritan contacted the Homer Police Department and reported water flowing out of the Terminal building and into the parking lot. Public Works on-call staff was notified and responded promptly, finding approximately 4-inch deep water in the terminal and doors were opened to allow it to flow from the building. Additional staff was called in and began efforts to shut off the water to the building. The two immediate valves were found to be inoperable due to freezing issues related to high groundwater, so an upstream valve was closed, temporarily shutting off water to most of FAA Road.

On Monday, March 23rd staff were able to free up one of the two inoperable isolation valves and water service was restored to all FAA Road customers by early afternoon. The City's insurance carrier was notified and the insurance adjuster advised the City to begin remediation of the water damage as soon as possible to minimize potential mold damage. Custom Carpet and Remediation responded immediately and had a crew onsite Monday evening beginning the effort of remediation.

As Public Works and Harbor Staff investigated the damage, it became clear that the damage was beyond simple water damage and there appeared to be some moderate structural damage to at least part of the building. The Public Works Department documented what appeared to be structural

damage and the insurance adjustor authorized a structural assessment that was conducted Thursday, March 26th.

The insurance adjustor conducted a site visit on Friday March 27th to conduct their field investigation and documentation of the damage, and review a preliminary assessment of the damage found by the Structural Engineer. The preliminary assessment recommended using Ground Penetrating Radar (GPR) investigation because there was evidence that the surges of water pushed soil from below the building slab and possibly from below the building foundation. The insurance adjustor concurred on the recommendation for using GPR and the work is anticipated to occur the week of April 6th, or the week of April 13th at the latest.

Although the terminal was closed to the public, it remained partially occupied by terminal lessees and contractors, so Porta-Johns were brought in to provide facilities for people working at the airport.

The funding requested equals the amount of the City's insurance deductible and will be used to pay for current and upcoming work necessary to investigation, remediation, and construction related to restoring temporary facilities to the Terminal and concessions.

RECOMMENDATION:

Public Works Staff recommends adoption of this emergency ordinance.

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Emergency Airport Terminal Response</u>	DATE	<u>04/09/2026</u>
DEPARTMENT	<u>Public Works</u>	SPONSOR	<u>City Manager/PW Director</u>
REQUESTED AMOUNT	<u>\$ 100,000</u>		

DESCRIPTION	<p>A water line break on the evening of March 22, 2026 resulted in significant flooding and damage to the airport terminal. The City's insurance adjuster advised the City to begin remediation work as soon as possible and authorized hiring a structural engineer to assess potential damage that had been observed. Further investigation and repairs will be required before the overall determination of repairs to the terminal are decided. The amount requested is equal to and expected to meet the City's insurance deductible.</p> <p>Per HCC 1.08.040 emergency ordinances are valid for 60 days.</p>
-------------	--

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

FUNDING SOURCE 1: GF General CARMA (156-0375)	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 547,424</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 0</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 100,000</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>\$ 447,424</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/
Public Works Director

ORDINANCE 26-22

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY26 CAPITAL BUDGET BY APPROPRIATING \$100,000 FROM THE GENERAL FUND GENERAL CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND FOR RESPONSE TO THE DAMAGE ASSESSMENT, REMEDIATION, AND LIMITED REPAIR AT THE HOMER MUNICIPAL AIRPORT TERMINAL RESULTING FROM A WATER LINE BREAK, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE RELATED CONTRACTS.

WHEREAS, A water line break on the evening of March 22, 2026 resulted in significant flooding and damage to the airport terminal; and

WHEREAS, The City’s insurance adjustor advised the City to begin remediation work as soon as possible and authorized hiring a structural engineer to assess potential damage that had been observed; and

WHEREAS, Further investigation and repairs will be required before the overall determination of repairs to the terminal are decided; and

WHEREAS, The amount requested is equal to and expected to meet the City’s insurance deductible.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 Capital Budget by appropriating \$100,000 from the General Fund CARMA as follows:

Transfer from:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
156-0375	General CARMA	\$100,000

Transfer to:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-7043	Emergency Airport Terminal Response	\$100,000

43 Section 2. The City Manager is authorized to negotiate and execute contracts
44 necessary for response to the damage assessment, remediation, and limited repair at the
45 Homer Municipal Airport Terminal, including contracts that exceed \$50,000.
46

47 Section 3. This is an emergency ordinance of general character and will be effective for
48 60 days, in accordance with HCC 1.08.040.

49 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 13th day of April 2026.

51
52

CITY OF HOMER

53
54
55

RACHEL LORD, MAYOR

56
57

58
59 ATTEST:

60
61

62 _____
63 AMY WOODRUFF, CITY CLERK

64
65

YES:

66

NO:

67

ABSENT:

68

ABSTAIN:

69

70 First Reading:

71 Public Hearing:

72 Second Reading:

73 Effective Date:



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: Mayor Lord and Homer City Council
FROM: Melissa Jacobsen, City Manager
DATE: April 8, 2026
SUBJECT: City Manager's Report for April 13, 2026 Council Meeting

Airport Terminal Update

On March 23rd a water line break caused flooding in the Homer Airport Terminal. The building was closed to the public and remediation efforts got underway quickly. Bald Mountain Air was able to provide space for Aleutian Air to process passengers until the eastern portion of the terminal was able to re-open March 31st. As of April 2nd building restoration crews had completed most of the initial cleanup and stabilization work at the terminal. Flooring has been cleaned, and damaged base molding, sheetrock, and insulation have been removed to allow full drying of the walls. Industrial dehumidifiers remain in place and continue to reduce residual moisture. Water damage assessment continues in the portion of the building that remains closed to the public, and the City is actively looking at solutions for airport tenants should repair and construction carry into the summer months.

With the limited reopening of the facility, public access is available at the northeast entrance with the interior screened to allow use of the ticket counter area only. Aleutian Air, Pioneer Car Rental, and Alaska Bus Company have resumed operations within the terminal under this configuration. We believe this setup can be operated safely on an interim basis while we await further evaluation from our engineers. Porta-potties have been placed at the terminal, two egress points are available, and staff have been instructed to evacuate the building immediately in the event of any seismic activity.

Ditch and Culvert Winter Maintenance

Our usually long stretch of single-digit cold weather days with minimal snow has kept Public Works Staff and the Steam Truck busy as we move through the breakup season and into spring. Frost has been measured up to 8 feet deep in some areas and is causing more issues with glaciation and flooding than usual. Public Works is maintaining a list of frozen culverts and ditches as they are reported by residents and crews respond as quickly as possible, but with these unusual conditions, the ice is filling back up within a matter of days. But why do the ditches and culverts keep filling up? The Homer hillside continuously vents groundwater to the ground surface year-round, even in winter, and the water then flows down through drainages and ditches. During more typical winters, this groundwater flow is not as obvious because snow covers it and provides insulation, so the water keeps flowing. We appreciate the community's support and patience as crews work on the ditches and culverts.

Public Comment Periods are Open for the HERC ABCA and Title 21 Update

Just a reminder that the draft Analysis of Brownfields Cleanup Alternatives (ABCA) for the Homer Education and Recreation Complex (HERC) and the Title 21 Public Review Draft are available for public comment before they are finalized. Public notice of both comment periods is being provided through local media outlets, the City website <https://www.cityofhomer-ak.gov/> and social media [@cityofhomerak](https://twitter.com/cityofhomerak), fliers, etc.

A digital copy of the ABCA is available at <https://dec.alaska.gov/spar/csp/brownfields/assessment-cleanup/dbac-projects/homer-herc-abca/>. The public comment period is open until 5 pm April 24, 2026.

The Title 21 public review draft is available at <https://homert21codeupdate.com/>. The public comment period is open through May 15, 2026.

Easement Clearing for the Raw Water Transmission Line Project

In the last City Manager’s report I shared information that the Raw Water Transmission Line Project was kicking off on April 1st. The first items of business have been to survey the easement and clear the vegetation and trees that have grown in over the past 50-60 years since the first transmission line was built. During the course of the project we’ll be preserving the top soil seed bed so existing plants can regrow, after the new transmission line replacement is completed. If additional supplementation is needed to stabilize the soil, we’ll work to ensure that an appropriate seed mix for this area is used. The anticipated completion date is October 2026.



Closing on the First NOAA Grant Property

Success! The City of Homer closed on a 26.5 acre conservation property, purchased with NOAA grant funds. The project was in partnership with the Kachemak Bay National Estuarine Research Reserve and the Kachemak Heritage Land Trust.



Old Police Department Building

In 2020 the new Police Department (PD) building was completed and the department moved over from the old PD located behind the Homer Volunteer Fire Department (HVFD). After the move was completed the HFVD began using the building for storage and training. The old PD building was constructed in 1979, and has shown its age for a while. In early March when Homer experienced some high wind events, Public Works discovered some metal roofing from the building on the sidewalk. Public Works is working compiling information on the status of the roof in anticipation of a future budget request for some needed repairs.

Conversations about a Parking Lot on Homer Spit Lot 88-2

At a recent Port and Harbor Advisory Commission (PHAC) meeting the Commission had a spot on their agenda to talk about highest and best use of City owned property on the Spit. Because parking around the harbor is a big topic for the Commission to discuss, conversations about land use shifted to parking and one of the areas that was discussed was Lot 88-2 that currently holds a short-term lease with La Baleine Café, along with two other short-term leases. The Commission discussed the needs and benefits of the different services around the Port and Harbor, and also talked about another area across the street that had been considered to expand parking some years back, but was denied for that use. In the end a motion was made in support of the notion of Lot 88-2 being transitioned to parking. Following that meeting the City Clerk's office received a significant amount of public input against developing parking in that location and copies of the written comments are attached to this report. I met with the owners of La Baleine Café to assure them that Council has not taken any action to change any use on Lot 88-2 and affirming that they have a lease in place through the end of the year. As I've already mentioned, parking on the Spit is always a hot topic. I just want to take this opportunity to reinforce that before any changes in land use happen on the Spit, there will be a public process through the PHAC and City Council.

Attachment:

Written Public Comments

From: [Teresa Carns](#)
To: [Department Clerk](#)
Subject: #SaveLaBaleine #DontPaveParadise #HomerSpit
Date: Tuesday, March 31, 2026 11:14:29 PM

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

La Baleine is an important asset to Homer, and to the Spit. It's locally-owned, and since it opened, has focused on serving local residents. Because of its excellent food, it has become a tourist attraction as well.

Tearing down superb small businesses like La Baliene will remove any incentive for people to go to the end of the Spit.

We go to Homer frequently, and to the end of the Spit. The ferry terminal sits unused for much of the week. What about using that lot for parking during its many empty hours?

Thank you for listening to us -- Teri and Jim Carns, Anchorage

From: [Randi Sweet](#)
To: [Department Clerk](#)
Subject: Destruction of Spit businesses and neighborhood to make a parking lot.
Date: Thursday, March 26, 2026 4:33:02 PM

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

Why not put a parking lot else where and use a shuttle?

Part of the charm of the Homer Spit is because of the historic buildings and businesses. Also, when a business such as La Baleine Café has been a mainstay in the community as a business and as a supporter of local farms, businesses and as an employer it seems particularly insensitive "to take paradise and put up a parking lot".

Really think about this:

It is a challenging economic time for Alaskans and businesses. Find ways to support business vs. destroying them.

Cramming more cars onto the Spit does not make sense.

Consider making the Spit more pedestrian friendly vs. car focused.

In fact the new Comprehensive Plan in Potential Partner-Led Strategies No.4 states:

Explore public transit options, particularly in the Homer Spit area, to alleviate traffic congestion and improve accessibility for seasonal workers, residents and visitors.

(P.66 in draft plan)

Providing public transportation could support households without access to a car and could also serve areas like the Homer Spit ("the Spit") where vehicle traffic overwhelms the network during tourist season.

(P.64)

Please come up with a Spit transportation plan that manages the seasonal volume of people who want to visit/access business, ferries, water taxis, fishing charters in a way that is business and pedestrian friendly.

With great appreciation,

Randi Sweet
Seldovia

From: [Carl Johnson](#)
To: [Department Clerk](#)
Subject: Harbor Master Parking Proposal
Date: Friday, March 27, 2026 3:23:42 PM

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

Dear Homer City Council,

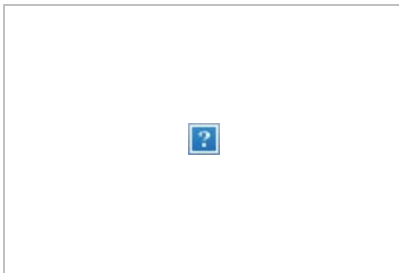
I am writing to express my opposition to the Harbor Master's recent proposal to the Homer Port & Harbor Commission to install a new parking lot by displacing local businesses, including the La Baleine Cafe.

I am an Anchorage resident, but I have visited Homer several times over the years. While Homer's scenic beauty and access to wilderness draw me there in all seasons, the charm of the local businesses - particularly the restaurants - adds something special. We are blessed in Alaska to have high quality, small family-owned businesses that provide exceptional food and service and sell Alaska-made products. These businesses are central to our identity: creative, thoughtful, community-oriented.

When I visit Homer, of course I need a place to park. But I would rather walk a mile from parking than have new parking displace the small businesses that are part of why I go there. I urge you to find more appropriate property to construct and operate new visitor parking without displacing part of the heart of Homer.

Thank you for your consideration.

Carl Johnson



Owner
(907) 748-7040
Businesses: [Alaska Photo Treks](#)
[Greatland Graphics](#)
[Carl Johnson Photography](#)

From: [Heather Kallevig](#)
To: [Department Clerk](#)
Subject: Harbor master plan for parking
Date: Friday, March 27, 2026 3:30:44 PM

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Dear council,

I am writing in opposition to the plan to remove businesses along the spit to expand parking. I do not feel there is enough of an essential need for parking to deem this necessary. Parking solutions should be found elsewhere not by removing citizen's livelihood.

This is not what makes Homer beautiful. It's the people and their artistic businesses.

Sincerely,

Heather Kallevig

From: [linnaea ward](#)
To: [Department Clerk](#)
Subject: No to homer spit parking lot
Date: Thursday, March 26, 2026 7:51:54 PM

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

Please do not take away the space of thriving small businesses for a parking lot. Honestly that it beyond ridiculous... we should be supporting small businesses and seeing what we can do to help them thrive and grow not cutting them off at the knees.

If parking is such an issue purchase an empty lot (not on the spot) and offer a shuttle system for a fee.

Linnaea Ward
Co-owner Arctic Moon Bakery
907-301-8172

From: [Amanda Hall](#)
To: [Department Clerk](#)
Subject: Homer Spit parking lot
Date: Thursday, March 26, 2026 2:34:09 PM

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To whom it may concern, I'm writing to let you know that I am opposed to the idea of leveling the buildings including La Baline and its surrounding buildings on the spit to make a parking lot. Those businesses support locals, are locally owned, pay taxes, etc. Also, they are unique to Homer's aesthetic. We're a quirky town. Please don't make everything a parking lot. People (locals and tourists alike) love walking the spit in the summer and shopping and eating at ALL of our unique establishments. This is a terrible idea that would affect so many. Please find a better place to put a stupid parking lot without destroying long time Homer businesses. It seems absurd I should even have to write this email. Thank you for your time.

Amanda Hall
PO Box 687
Homer, Alaska

From: [Hal Neace](#)
To: [Department Clerk](#)
Subject: I oppose paving the lot that La Baleine resides upon.
Date: Thursday, March 26, 2026 8:06:31 PM

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To the city of Homer,
Please do not pave the La Baleine lot for parking. Homer is losing far too many cultural landmarks as it is. La Baleine has been an important gathering place for local community members and seasonal tourists for many years. Losing another cultural connection for people to connect and communicate, and share values, is more important than finding a few more places to pave for parking. This is short-sighted thinking, and I hope it never happens. Paving such an establishment takes more away from the soul of Homer. I beg you to reconsider.

Hal Neace

"The new dawn blooms as we free it, for there is always light, if only we're brave enough to see it, if only we're brave enough to be it." from **The Hill We Climb** by~Amanda Gorman~National Youth Poet Laureate

"I have come to believe that a great teacher is a great artist and that there are as few as there are any other great artists. Teaching might even be the greatest of the arts since the medium is the human mind and spirit." ~John Steinbeck

From: [Tyrah Boyer](#)
To: [Department Clerk](#)
Subject: La Baleine Cafe/Homer Spit
Date: Friday, March 27, 2026 12:17:56 PM

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Good Afternoon,

I recently heard about a proposed idea to replace La Baleine and a few other shoots with a parking lot. While i understand the summers get crazy and parking can be crazy, this is not the best idea. The shops on the spit are what drives everyone to come! La Baleine cafe is iconic, a favorite for me and many others! What about a Shuttle bus to take people down the spit?? Keep all the local businesses and then not as many cars trying to park.

thank you for your time,
Tyrah Boyer

From: [Maria Bultsma](#)
To: [Department Clerk](#)
Subject: La Baleine Cafe
Date: Thursday, March 26, 2026 6:15:47 PM

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

Dear Clerk,

I read of the proposed replacement of La Baleine for the purpose of parking. This makes me truly sad.

I discovered La Baleine about 5 years ago. We had just moved from MI and longed for food that was "farm" to table, full of freshness and creativity. We found it at La Baleine. After our first time there I spread the news to friends and coworkers, who also went to Homer to eat there. Everyone who has come to visit has taken the trip to Homer and eaten at La Baleine.

The staff is so welcoming, the food is incredible, and the gorgeous outdoor eating area allows us to stare at the mountains. Our first stop is to eat here and then we visit the shops.

Sometimes, we drive to Homer just to eat their breakfast.

I ask that the city not close a place that is meaningful to not only me but many others. When eating at La Baleine, we meet locals and tourists who also enjoy the amazing food.

Please do not close it down just for parking.

Maria Bultsma

From: [Kathryn Carovano](#)
To: [Department Clerk](#)
Subject: La Baleine Cafe
Date: Friday, March 27, 2026 5:51:54 PM

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

Dear City of Homer,

As another small business owner trying to help keep the Homer Spit a vibrant, unique, attractive and thriving destination, I want to express my **STRONG** opposition to the idea of converting the La Baliene building site into a parking lot. Honestly....they have succeeded as a small business providing great local food for 13 years—and paying city taxes! That takes a LOT of work, and they also provide work to local people. Tearing that down to make it more convenient for people to park on the Spit is so short-sighted!

How about converting a patch of one of the camping areas instead? There is nothing there to tear down, and a few campsites would probably provide just as much space for parking as the area occupied by La Baleine.

Thank you!

Kathryn Carovano
kathryn@kachemakkelp.com

From: [Dasia Gall](#)
To: [Department Clerk](#)
Subject: La Baleine Cafe
Date: Thursday, March 26, 2026 4:44:46 PM

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

It's truly a shame that the city has decided to displace the La Baleine Cafe in order to add ANOTHER parking lot to the spit. Homer is a community with people. Not a place for people to park. La Baleine Cafe is MUCH more important than a parking lot. The city is simply taking an easy way out of a difficult fix! Please consider the people of Homer FIRST.

A Homer Resident.

From: [Maile Rogers](#)
To: [Department Clerk](#)
Subject: La Baleine Café
Date: Thursday, March 26, 2026 9:52:07 PM

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To remove this piece of history would be a tremendous mistake. I am a born and raised alaskan at the ripe age of 20. My family did their yearly fishing trips to homer my whole life. And since they opened we always made a stop the convenience of it being right by port and the actually filling food thats worth your buck. To tear down the building would be to get rid of a peice of home. I am coming from the eyes of the young adults of this generation the nostalgia and comfort that building brings should always be a kitchen to bring hot coffee and warm food to the fishermen. I beg you the tourist and alaskans can walk that is apart of the experience and makes it more valuable. Please dont take away my home.

From: [Hal & Susan McLaneSmith](#)
To: [Department Clerk](#)
Subject: La Baleine Destruction
Date: Thursday, March 26, 2026 4:30:34 PM

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

We have been going to La Baleine and the coffee shop next door ever since they opened. We ride our bikes out there, eat breakfast, and come back. We love that cafe and so do many, many of our friends. We always take our guests to it also.

We cannot believe you are contemplating the destruction of all those small business so that a few more cars can park. It's time you hired a harbor master who has something in his brain besides asphalt!

From: [AKFireweed](#)
To: [Department Clerk](#)
Subject: la Baleine Parking lot -
Date: Thursday, March 26, 2026 2:30:57 PM

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

We shouldn't be removing businesses to put in parking lots. We should offer shuttles to the spit from the high school.

From: [Liane Crosta](#)
To: [Department Clerk](#)
Subject: La Baleine
Date: Thursday, March 26, 2026 5:30:49 PM

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

I saw quite a few posts and shares regarding closing down La Baleine.

First of all, it's extremely hard work to start a small business and build a name. La Baleine is amazing and it's NEVER not busy. They built a name and did their hard work.

Shame on Homer! Maybe shuttles would work???? Close down a campground -

Sent from my iPhone

From: [Talía Erisman](#)
To: [Department Clerk](#)
Subject: La Baleine
Date: Tuesday, March 31, 2026 2:01:32 PM

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

To whom it may concern,

I am voicing my opposition to the proposed parking lot in place of La Baleine cafe.

La Baleine is a treasured local establishment, and part of the coveted culinary scene and artistic expression that makes Homer, Homer!!

I personally moved here from Valdez and have contributed thousands into the local economy—in large part due to the variety and character of local restaurants.

Please don't pave paradise and put up a parking lot.

With respect,

Talia Erisman

907-917-7060

From: [Amory Harris](#)
To: [Department Clerk](#)
Subject: La Baleine Cafe
Date: Thursday, March 26, 2026 1:51:37 PM

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

Dear Homer City Council,

My name is Amory Harris, and I spend a significant amount of time working in Homer. Through that time, I've come to really appreciate the unique character of the Homer Spit and the small businesses that make it what it is.

I'm writing to express my concern about the proposal to replace La Baleine Café and neighboring businesses with a parking lot.

La Baleine Café is more than just a place to grab coffee. It's a gathering place for locals, fishermen, and visitors. It reflects the spirit of Homer in a way that can't be replicated by infrastructure like parking. Places like this are part of what make people want to come back to Homer, and what makes those of us who work there feel connected to the community.

I understand that the harbor has growing infrastructure needs, including parking. But I strongly believe there are more creative solutions that don't require removing long-standing local businesses that contribute so much to the culture and economy of the area.

Preserving places like La Baleine Café helps maintain the identity of the Homer Spit, which is just as important as accommodating growth.

Thank you for your time and consideration.

Sincerely,

Amory Harris

Sent from my iPhone

From: [Amy Smith](#)
To: [Department Clerk](#)
Subject: La Bayleine Cafe
Date: Friday, March 27, 2026 5:54:43 PM

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

To whom has the power to change the small business's of the Homer spit.

Please do not make a parking lot out of the quaint businesses like the La Bayleine Cafe. They are large part of what makes Homer unique . People remember these cute small unique places & the locals do too!!!!

Could there be a shuttle that runs downtown from a parking area elsewhere?
There has to be another way.

Please reconsider other possibilities!

Thank you kindly!
Amy Smith
Sent from my iPhone

From: [Karyn Murphy](#)
To: [Department Clerk](#)
Subject: LaBaleine
Date: Friday, March 27, 2026 11:42:06 AM

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

Dear Homer City Clerk,

Please pass this on to the correct people deciding about parking on the Spit

LaBaleine cafe is a vital part of the Spit business community and should be supported by the city. Parking is definitely an issue, but removing the places that people want to visit is not the solution.

Karyn Murphy
Homer, AK

From: [Mili Lundgren](#)
To: [Department Clerk](#)
Subject: Letter of consideration against a parking lot where La Beleine stands
Date: Thursday, March 26, 2026 3:17:01 PM

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

Dear city governors and council,

I whole heartedly disagree with replacing local businesses with another gaudy parking lot. I own Swell Taco on the Homer Shore Boardwalk and feel tremendous support from the local community towards any and all food service and small local run businesses, and I know La Beleine is one of those incredible, loved landmarks.

Having a business on the spit, I understand that the parking is an actually problem that requires some attention, but there must be a better way than to eliminate small businesses which are bringing in tourists and tax dollars that are in symbiosis with the maritime culture and harbor carrying this thriving community into the future.

Small businesses are strong when there is marriage between quality AND quantity. Meaning that one stand out business isn't enough to draw the tourism and tax dollars for this community, but the united efforts of dozens of creative, innovative, delicious, eye catching small businesses will continue the draw of the Homer community as Alaska continues to grow and develop. Homer is know for its art, cuisines, and entrepreneurial spirit; I'm from bush Alaska and Homer is distinctively different in what it carries as a community.

We were in a conversation with La Baleine prior to their temporary lease renewal, to potential purchase the buildings. We would honestly love to expand and we saw tons of potential in that lot for a complete makeover and multiple businesses to come in and thrive. There are plenty of examples of innovative business owners buying in and transforming what we once knew the spit culture to be - like Homer Shores, Happy Face, Salmon Sisters. Our business proposal which we had ready to drop on the city desk, we estimated would bring in conservatively 100-150k+ in sales tax for the community. Now I'm not saying that we have to be the future of that lot, but I believe we are carrying what many other entrepreneurs are, which is a new vision for Homer's business culture.

I urge us to find a better solution to the parking problem and simultaneously encourage the small business culture to continue to grow and develop.

Thanks for listening to the monologue of a spirited young business owner and most of all thank you all for how you care about our shared, beloved community.

Mili and Mike Lundgren
Owners, Swell Taco

From: [Sallie Rediske](#)
To: [Department Clerk](#)
Subject: NO PARKING LOT!
Date: Thursday, March 26, 2026 5:17:54 PM

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

To the City of Homer:

Please do NOT destroy the buildings in question, including La Baliene Restaurant, and replace them with a parking lot. What is the purpose and goal of the Spit? Industry and tourism. NOT parking. If there is nothing down there to enjoy, why would anyone go? Work to find parking off the Spit and provide a reliable trolley to deliver people on and off the Spit to accommodate growing parking needs. The place is too crowded anyway. Look for better solutions.

Sallie Rediske
Business owner, Homer

From: [Mike Morawitz](#)
To: [Department Clerk](#)
Subject: NO Parking Lot.. Leave Business ALONE. !!!
Date: Friday, March 27, 2026 7:34:24 AM

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

City of Homer and the City Planning, and City Council members..

This plan of adding more Parking on the Homer Spit in Place of Great Needed Business is wrong in ALL aspects There will NEVER be enough parking on the SPIT. Never. And to Destroy one or more Business to put in a parking lot for a few dollars, and ONLY during the short months of summer is Completely WRONG !!!

La Baleine cafe and all the other business on the spit are used, needed, enjoyed by ALL.. Tourists and Locals alike..

As time goes on and more people come to this town. Will you again Push to Destroy MORE business on the Spit, until all you have out there is PARKING>. What, Lands End resort. Petro Marine and Possibly the Salty Dawg and PARKING.. ??

Stop, Stop NOW !!! Leave the Business ALONE..

I am a LIFE LONG Alaskan, and Homer Citizen..

I have watched this place, grow, and in Many ways Destroyed, in the Name of Progress.. as Council Members enact their so called GRAND Ideals.. then they move on leaving their mess behind for all us..

Time to STOP.. Leave your Hands off of this one and leave the Business ALONE. Protect them, DO NOT Destroy them !!

Mike Morawitz..

From: [Laurinda Pepi](#)
To: [Department Clerk](#)
Subject: Parking on the spit
Date: Friday, March 27, 2026 9:59:58 AM

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Regarding the harbor masters plan to remove cafes and shops to add another parking lot.
Please don't !! Let's explore shuttle buses or anything else to alleviate vehicle traffic on the spit ! We need all the shops ! That's why people are there ! Please do not close La baleine or add another parking lot !
Laurinda Pepi.
Kasilof, Alaska

Sent from my iPhone

From: [tamara hopkins](#)
To: [Department Clerk](#)
Subject: Parking
Date: Friday, March 27, 2026 11:52:01 AM

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

Hello,

I am against turning this into parking. I have written over the years, when it was threatened to expand the parking from fisherman's memorial to fish's chips, that is the last "small" kind of natural beach left. Thank goodness that hasn't happened YET.

Now that there are shops that are getting more traffic than in the past, another threat of a parking lot. Salmon sisters, Johnny's corner, bring more walking traffic to the area, let's keep the storefronts going and get creative with the parking.

We need uptown parking and a shuttle. As previous business owners and boat operators, there is needed parking off the spit. The last few years were horrible trying to get a spot to get to work.

Now the erosion on the inlet side, I say move those buildings to the other side, turn all that into seasonal parking! Let the beach be the beach!

Thanks for listening,

Tammy Hopkins
Worked off the spit for 40 years!

60112 nordby Ave
Homer, ak 99603
907-399-1853

From: [Becky Lyon](#)
To: [Department Clerk](#)
Subject: Please don't sacrifice La Baleine and other small local businesses for parking!
Date: Thursday, March 26, 2026 2:11:46 PM

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

La Baleine and the surrounding eclectic businesses are a big part of the reason folks visit The Spit in the summer. La Baleine, in particular, is a destination restaurant maintaining top online reviews (#2 restaurant in Homer per Trip Advisor) as well as receiving James Beard Culinary recognition a couple years ago. As a longtime Homer resident, lunch at La Baleine is one of the few reasons I'll brave the summer Spit craziness. And, truthfully, finding parking is rarely a big factor in a decision to head down to The Spit.

Please don't seriously consider destroying these small, local, tax-paying, family businesses for more parking. I don't pretend to have an obvious answer, but perhaps encouraging more taxis, ride shares, and public transport/shuttles would be more productive than destroying already well-established businesses in our community.

Thank you for your time and attention to this matter.

- Becky Lyon

Sent from The End of The Road
Fritz Creek, Alaska

From: [Elisabeth DeFoor](#)
To: [Department Clerk](#)
Subject: Proposed parking on the Homer Spit
Date: Thursday, March 26, 2026 7:53:14 PM

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

Hello, I recently saw a Facebook post about a proposed parking lot where La Baleine Cafe is located. We are family from Chugiak that make a point of visiting Homer every summer, and we enjoy the unique culture and vibe of the Homer Spit. Adding another parking lot at the expense of local businesses would be a disservice to what makes the Spit great. We understand the harbor needs infrastructure. But we believe Homer also needs to protect the places that make it Homer. We think there can be other creative ideas for parking than destroying local small family businesses.

Thank you for your time,
Elisabeth DeFoor
Chugiak, AK

Sent from my iPhone

From: [Kacie Jackson](#)
To: [Department Clerk](#)
Subject: Protecting Homer's Character While Addressing Parking Needs
Date: Saturday, March 28, 2026 7:11:36 AM

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

Dear Members of the Homer City Council,

I am writing to urge you to reconsider any proposal to replace the shops and cafés near the end of the Spit with a parking lot.

As a family that has frequented Homer for over 40 years, these small, locally owned businesses are part of what makes Homer unique and welcoming. While we understand the need for improved infrastructure, we believe there are better solutions than removing the very places that define the community.

There are many creative alternatives to explore, such as a shuttle from centralized parking, shared parking partnerships with areas on the Spit that have larger lots, or a timed parking system. These options would align with Homer's strong environmental values without displacing local businesses.

We are also deeply concerned about safety. This area already experiences frequent speeding and heavy foot, ferry, and daily traffic. Adding a parking lot at a corner with constant vehicle turnover would significantly increase the risk of accidents.

We respectfully ask that you prioritize solutions that preserve Homer's character while addressing parking needs.

Thank you for your consideration,

Sincerely,
Kacie Jackson

From: [Moge Zhang](#)
To: [Department Clerk](#)
Subject: Regarding La Baleine Café
Date: Thursday, March 26, 2026 7:13:45 PM

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

Dear Homer City Council,

My husband and I visited Homer for the first time in 2022, and one of the most memorable parts of our trip was having breakfast at La Baleine Café.

We were traveling with our dog, so we sat outside on one of the benches. I still remember how beautiful and peaceful it felt—the harbor, the air, the sense of community. Our dog, full of excitement, kept trying to jump onto the bench and even attempted to steal our blueberry pancakes. It was chaotic, a little funny, and completely perfect. It felt real. It felt like Homer.

That morning wasn't just about food—it was about the experience, the charm, and the character of your town. Places like La Baleine Café are what make Homer special. They are where travelers become connected to the community, even if just for a moment.

I understand that infrastructure and parking are important. But replacing local, family-run businesses like this with a parking lot would mean losing something that cannot be replaced. There are always alternative solutions to parking—but there is only one La Baleine Café, and once it's gone, that piece of Homer is gone with it.

Please consider protecting the small businesses that give Homer its identity, warmth, and soul. Visitors like us don't come for parking lots—we come for places like this.

Thank you for your time and consideration.

Sincerely,

Moge Zhang MS RD CDCES
All You Can Eat Nutrition LLC
Phone: 859-951-8020
Fax: 855-270-7675
Email: allyoucaneatnutrition@gmail.com
Website: www.allyoucaneatnutrition.com

From: [Ellen Dore](#)
To: [Department Clerk](#)
Subject: Save La Baleine
Date: Thursday, March 26, 2026 1:35:27 PM

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

To whom it may concern:

La Baleine cafe is a treasure for Homer. The ability to get a hearty breakfast before fishing, to get a good breakfast or brunch on a weekend, and to enjoy the culinary delights from the incredible chefs and team is a huge aspect of what makes Homer special. The Homer Spit has certainly changed and evolved over the years but this cafe has become such a precious institution and is a wonderful local business that employs locals and provides a much needed service. They have worked so hard to make a cozy welcoming spot that encompasses what I love about Homer, and the food is absolutely incredible. I can't imagine a Homer Spit without La Baleine any longer. While I understand parking and infrastructure, there must be better solutions than cutting out small businesses that add so much to Homer. Please do not allow La Baleine and neighbors to be shut down and turned into a parking lot.

Sincerely,
Ellen Dore

Ellen L. Dore, MD
907-947-2155
ellen.lorraine.dore@gmail.com

From: [Brad Needham](#)
To: [Department Clerk](#)
Subject: Save La Baleine
Date: Friday, March 27, 2026 3:31:09 PM

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

To who it may concern:

I can say from personal experience that La Baleine has kept me alive every morning during my first few seasons as a Deckhand. Not a lot of options are at that time of day and much less with something hearty that will actually feed you well enough to get you through a real workday.

Please don't turn into a parking lot.

Brad Needham
(919) 744-7080

From: [Angelina Skowronski](#)
To: [Department Clerk](#)
Subject: Save La Baleine
Date: Thursday, March 26, 2026 8:11:07 PM

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

Dear City of Homer,

It saddens me to hear that the port is considering removing many respected businesses, most notably La Baleine, on the Homer Spit in order to expand parking.

A move like this would transform the Spit for the worse. The reason so many tourists come to Homer is for the community and the unique businesses built by this community. Removing well-loved businesses like La Baliene for a parking lot is an absolute disgrace.

To quote Joni Mitchell, "Don't it always seems to go, that you don't know what you got 'til it's gone

They paved paradise and put up a parking lot." The Homer port is literally paving paradise to put up a parking lot.

I hope the port will reconsider this decision and find alternatives for parking that do not destroy the businesses that bring soul to this community and Homer spit.

Sincerely,
Angelina Skowronski

From: [Hal Smith](#)
To: [Department Clerk](#)
Subject: Small businesses on the Spit
Date: Friday, March 27, 2026 9:44:42 AM

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

Homer City Clerk, I have recently become aware of the proposal to raze the small businesses in the vicinity of La Baleine Cafe to provide more parking space. This is wrong on so many levels, not the least of which is putting small businesses out of business. The mantra of the council, C of C, and anyone running for office is to "attract business" to Homer. Here are several established businesses that someone (Port and Harbor?) want to destroy.

Next, it's obvious that there is a limited amount of space on the spit for all the activities that work out there, including parking. This move will only marginally affect the parking situation. If you eliminate this space and add parking, what's the next step? Clear more businesses for more parking?

The Homer Spit needs a policy that reduces traffic and parking on the Spit, not encouraging more. Parking in town and a shuttle. for non harbor users and visitors would be a start. Think Denali National Park.

Please do not sacrifice these businesses for the altar of more parking.

Hal Smith MD. (40 year resident and 40 year harbor user)

Please forward this email to members of the city council, Planning Commission and to the Port and Harbor Director. Thank you.

From: [Bronwyn Saito](#)
To: [Department Clerk](#)
Subject: Spit Parking Proposal
Date: Friday, March 27, 2026 8:43:07 AM

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

I grew up in Homer and as a kid, the Spit was my playground. I caught my first king in the fishing hole and fondly remember watching the Eagle Lady.

As time passes, we see the elements that make the Homer Spit so unique start to disappear. Now there is a proposal to bulldoze SEVERAL iconic shops and cafes for parking lots of all things. Shops and cafes that locals, fishermen and visitors alike use to gather and make connections.

Parking development is a plague that has unfurled across America, destroying areas that were once cornerstones of communities and forcing Americans to be dependent on automobiles that are not only skyrocketing in price to buy or rent, but are reliant on fuel that continues to soar in price.

Is this the community you want to grow? Where people are no longer able to gather and connect? Where we all sit isolated in our individual metal boxes that guzzle a finite fuel source while spewing toxic emissions?

I urge you to think creatively of other solutions that make the Spit more walkable (increased public transportation?) and foster a sense of community for the people of Homer - not just another spot for tourists to park so they can watch the birds or the fishermen from their idling rental cars. Foster a community where locals and visitors alike enjoy the breeze and sunshine together and make human connections - an art form that is rapidly dying out.

Bronwyn Saito

From: [Lisa](#)
To: [Department Clerk](#)
Subject: Spit parking
Date: Friday, March 27, 2026 8:26:33 AM

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

To whom it may concern,

I just heard of your plans to put a parking lot in the area of the spit where La Baliene is located. This appears to be a fairly shortsighted plan, if you eliminate the businesses that are in that area you're eliminating the need for a parking lot. Not everyone goes to the spit to fish or go across the bay. There must be a different solution that would not impact the businesses that people park to go to, as well as the look and quaintness of this area. As I recall, there was another attempt to build a parking lot farther up at the base of the spit. Eventually, you're going to pave the entire spit for parking lots there's going to be no reason for anybody to be there. I think you need to look towards the future and also maintain this area as an area that people actually want to visit and no one wants to visit a parking lot.

Thank you for your consideration,

Lisa J Natanson
Homer resident and
former local business owner

From: [Sherry Stead](#)
To: [Department Clerk](#)
Subject: Spit Parking
Date: Friday, March 27, 2026 5:01:51 PM

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Small businesses are the heart of Homer.

I realize parking is a problem that needs to be addressed, but people go to the spit to shop and eat at the local businesses.

Maybe all the parking on the west side is for day parking only and on the other side, east, can be for more than 12 hour parking.

Sherry Stead

Imagine a map of our community. Imagine the map is full of **red dots**, each representing a moment **when someone uses words or actions to harm another person.**

Now imagine a **green dot** appearing on the map. A green dot is simply **a moment when someone uses words or actions to make our communities safer.** You mention violence prevention in your staff meeting. A green dot appears. A teen stands up to a bully. Another green dot. Each of these single moments matter deeply to the people whose lives you touch. **No one has to do everything, but everyone has to do something.** What's your GREEN DOT?

March 29, 2026

Dear City Council Members,

I am appalled that the city is considering tearing down functional businesses on the Homer Spit to increase parking areas. The Spit is not a parking lot for people going out on boat trips or who live across the bay, it is a destination. People park there to go for walks, bike trips, shop, go out for a meal or a drink.

It is very challenging to create and maintain a business in this town. La Baleine has done so for over a dozen years. You do not destroy a business for parking. You think about it differently. You could consider better use of the area on the east side of the spit. Pave and develop the parking over there. Move the long-term week-long parking to the east side. The west side of the spit, especially in the congested area around ramps one and two, need to be one day parking or shorter. Consider a boat transit parking at the base of one of the ramps on the east side that allows water taxis and fishing charters to pick up clients on that side.

Please save established business. Thank you for your consideration.

Janet Fink

64957 Da Mar Loop
Homer, AK
907 235 6890

From: [tamara hopkins](#)
To: [Department Clerk](#)
Subject: Parking
Date: Thursday, April 9, 2026 1:23:53 PM

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

Hello,

Saying it for the hundredth time, please save the last piece of beach from being turned into a parking lot. (across from salty dawg)

Get creative, find a spot off the spit, we have lost so much of the nature on the spit. Charter businesses and spit employees? Maybe have a shuttle pickup am and pm with day use shuttles in between.

Something other than burying the beach and moving shops.

Thanks,

Worked on the spit 1985-2023

Tammy Hopkins

907-399-1853

60112 nordby

Homer ak 99603



MEMORANDUM

Next Steps for Lot 88-2, Homer Spit Road No. Two Amended

Item Type: Suggestions: Action Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: April 6, 2026
From: Melissa Jacobsen, City Manager

Background: Lot 88-2, Homer Spit Road No. Two Amended (Lot 88-2) on the Homer Spit had a long-term lease that expired in November 2025. As the expiration date approached, the City recognized some unexpected challenges related to the subleases that were managed by the City's tenant, in that most of the buildings were owned by the sub-tenants and not the City's tenant, as required in the City's ground lease. The varied ownership of the structures would have complicated any potential transition to a new tenant for the lot. To mitigate the situation, each building owner was offered an individual short-term lease with the City for the area where their building(s) are located that commenced upon expiration of the long-term lease. The three building owners agreed to the terms and their leases expire December 31, 2026.

Discussion: Lot 88-2 is a .029-acre parcel that is designated as leased land in the City's Land Allocation Plan. The property has water, wastewater, and paved road access and is zoned for Marine Commercial with allowable and conditional uses outlined in HCC 21.28.

Lot 88-2 currently has individual leases with the owners of (1) a restaurant and food service buildings, (2) a gift shop, and (3) a non-conforming residence. According to the current short-term lease agreements, the tenants are to remove the buildings at the end of their lease, and this provision was made clear to all tenants prior to signing the agreement.

Over the past 30 or so years this lot has had various small businesses as tenants and subtenants. Their economic impact has included revenue for seasonal small business owners, sales tax for the City, and lease revenues from the primary tenant. As Port and Harbor services have grown over the years we've experienced increases in harbor users, and visitors and traffic on the Spit. Looking to the future, we see the potential for more growth through float replacement in the existing harbor and the Harbor Expansion project. With the completion of the long-term lease on lot 88-2, it's an opportunity to think about the future of this property after December 31, 2026.

Some possible scenarios to consider include-

- Offer another one-year lease to current tenants that would expire in December 2027.
 - This gives staff, commission, and council time to consider future use through the Land Allocation Plan process.
 - This would mean continued uncertainty for the current tenants who may be looking to make longer-term business decisions.
- Conduct a Request for Proposals (RFP) for the lease of Lot 88-2 for a lease term of up to ten years with no extensions.
 - This will allow continued use of the property for seasonal business owners who submit a successful proposal, while not committing the property for 20 or more years.
 - Business owners leasing from the City have historically hesitated to invest in significant improvements on a parcel that they have for only a limited term. If the existing structures are removed as required under the terms of the one-year leases, the quality of the new construction on the lot could be below the standard the City would prefer.
- Conduct a Request for Proposals and leave it open ended to allow for proposals for long term or short-term leases.
 - This will allow for a proposer to invest in new development on the property.
 - This has the potential of committing the parcel for up to 30 years if a long-term ground lease is put into place.
 - While this would give Council a sense of the level of interest from the public, the cost to prepare a proposal is not insignificant and may deter people who sense that Council is only exploring their options.
- Let the current short-term leases expire.
 - This will require the existing lessees to remove their structures from the lot, which would simplify the land lease process with any future tenant.
 - This gives staff, commission, and council time to consider future use through the Land Allocation Plan process.
- Other ideas?

RECOMMENDATION: Discuss scenarios and provide staff with direction for what information to include at a May 11, 2026 worksession



MEMORANDUM

CC-26-084

HB321 Fish & Game Wildlife Refuges

Item Type: Informational Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: April 7, 2026
From: Karyn DeCino, Special Projects & Communications Assistant
Through: Melissa Jacobsen, City Manager

City staff with a well-rounded background and breadth of experience met to review House Bill 321 which addresses, in part, changes to State Critical Habitat Areas (CHAs), including the Homer Airport CHA, Kachemak Bay and Fox River Flats CHAs, and the Anchor River/Fritz Creek CHA.

HB 321 would change the designation of state CHAs to wildlife refuges. Homer Airport CHA would be redesignated Beluga Wetlands Wildlife Refuge, and its boundaries would be extended. Expansion of the Beluga Wetlands Wildlife Refuge primarily targets land currently owned by Kachemak Moose Habitat Inc. (KMHI) but also includes land under other ownership.

The City needs to consider long-term implications of this bill regarding critical transportation infrastructure within and adjacent to the proposed wildlife refuges; in particular, the airport, port, and Kachemak Drive.

Staff support the addition of Kachemak Moose Habitat Inc. lands to the Beluga Wetlands Wildlife Refuge, as those parcels are already deed-restricted for conservation. The City of Homer has supported conservation of the wetlands near the Homer Airport, especially as an important strategy to help manage stormwater.

The City owns one 1.6-acre lot (17936020) within the proposed expanded wildlife refuge boundary. The lot is adjacent to Kachemak Drive and has water and sewer. The bill's sponsor has stated that the City's parcel would not fall under refuge jurisdiction and refuge-related restrictions unless the City and the Alaska Department of Fish and Game (ADF&G) entered into an agreement to do so. Title to the parcel would remain with the City and there is no obligation on the City. The City could request the bill's sponsor exclude the City's parcel from the Beluga Wetlands Wildlife Refuge.

We support clear language in HB321 that ensures work within utility or right-of-way easements will not require additional layers of management. There are utilities in a city easement within the state right-of-way that took a long time to acquire. We are actively planning a road and pathway project with the Alaska Department of Transportation and Public Facilities (ADOT&PF) along Kachemak Drive. Adding another management layer to the lands next to Kachemak Drive is not attractive.

City staff does not support airport lands being included in the wildlife refuge – especially given that we don't have an adopted Airport Master Plan (5 years overdue). Staff recommends a hold on the overall bill as it pertains to Homer Airport CHA until after the Master Plan is completed, and to not include ADOT&PF Aviation Division lands. A new state designation adds another layer of administration before conducting work to maintain infrastructure, e.g., trim trees for safe aircraft landings/takeoffs. As of 3/10/2026, Alaska Department of Natural Resources (ADNR) and ADOT&PF had not weighed in on the proposal. Staff for State Representative Josephson, the bill sponsor, stated that airport and aviation needs on those parcels would take priority over wildlife refuge needs.

The bill states that an advisory committee for the Beluga Wetlands Wildlife Refuge would be established, including a City of Homer representative, which adds an administrative burden on City personnel. Staff are not supportive of an obligation to serve on an advisory committee for the Wildlife Refuge at this time.

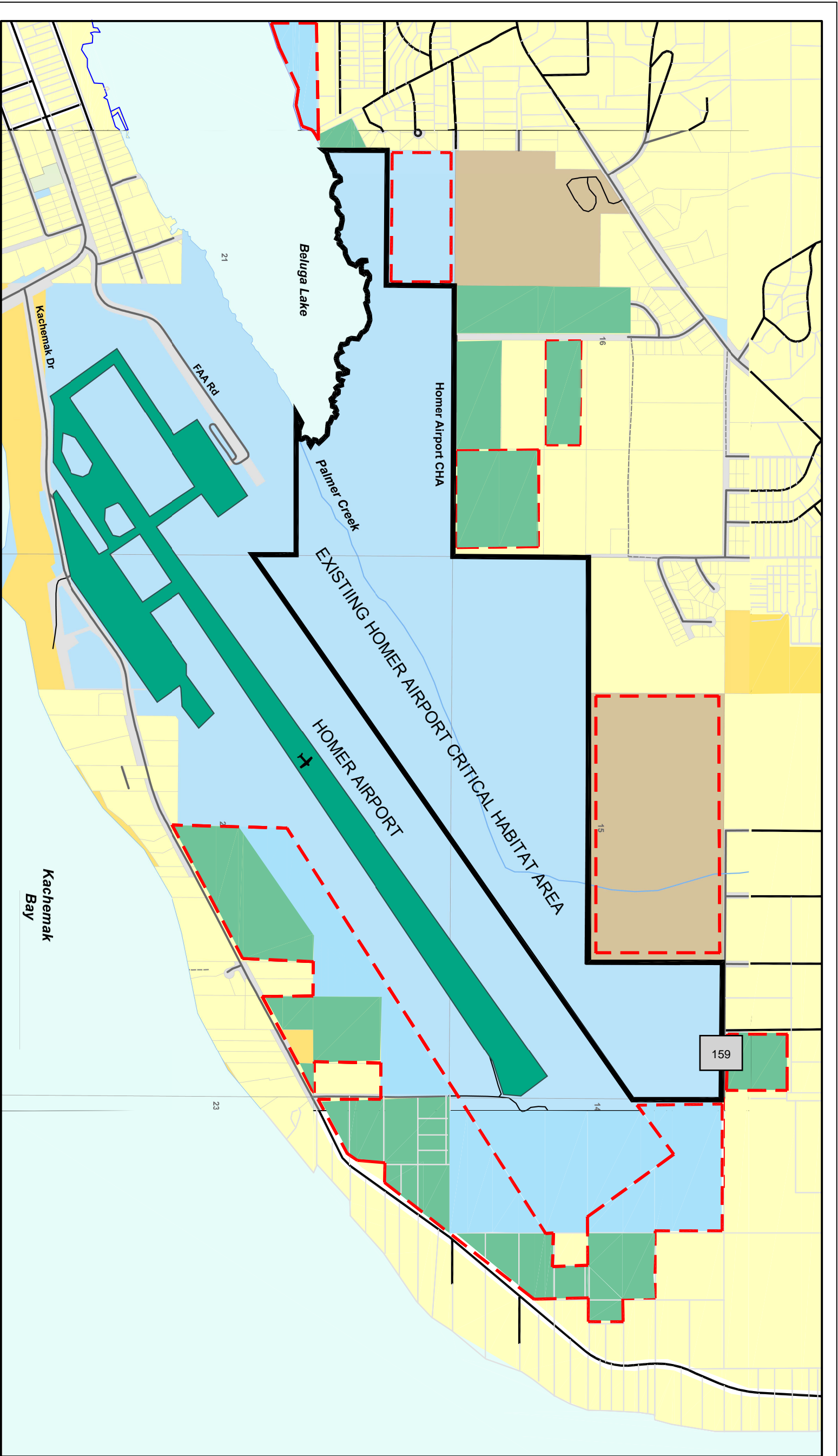
Also within HB 321, Kachemak Bay and Fox River Flats CHAs would be redesignated as wildlife refuges, and personal watercraft would be prohibited within their boundaries. Staff recommend not taking a position on this issue and focusing on the Beluga Wetlands Wildlife Refuge within City boundaries and impacts the proposed expansion and may have on the development and maintenance of our critical infrastructure.

RECOMMENDATION:











Council may choose to write a letter to the state delegation stating their position(s) on this bill.

ATTACHMENTS:

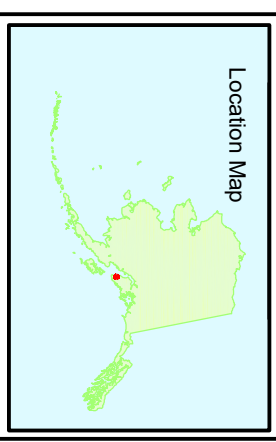
- MAP Homer Airport CHA Additions
- Beluga Wetlands Map additions ADOT&PF, ADNR, etc.
- MAP HB321 Kachemak Bay Addition
- MAP HB 321 Fox River Flats Addition
- Map HB321 Anchor River Fritz Creek Additions



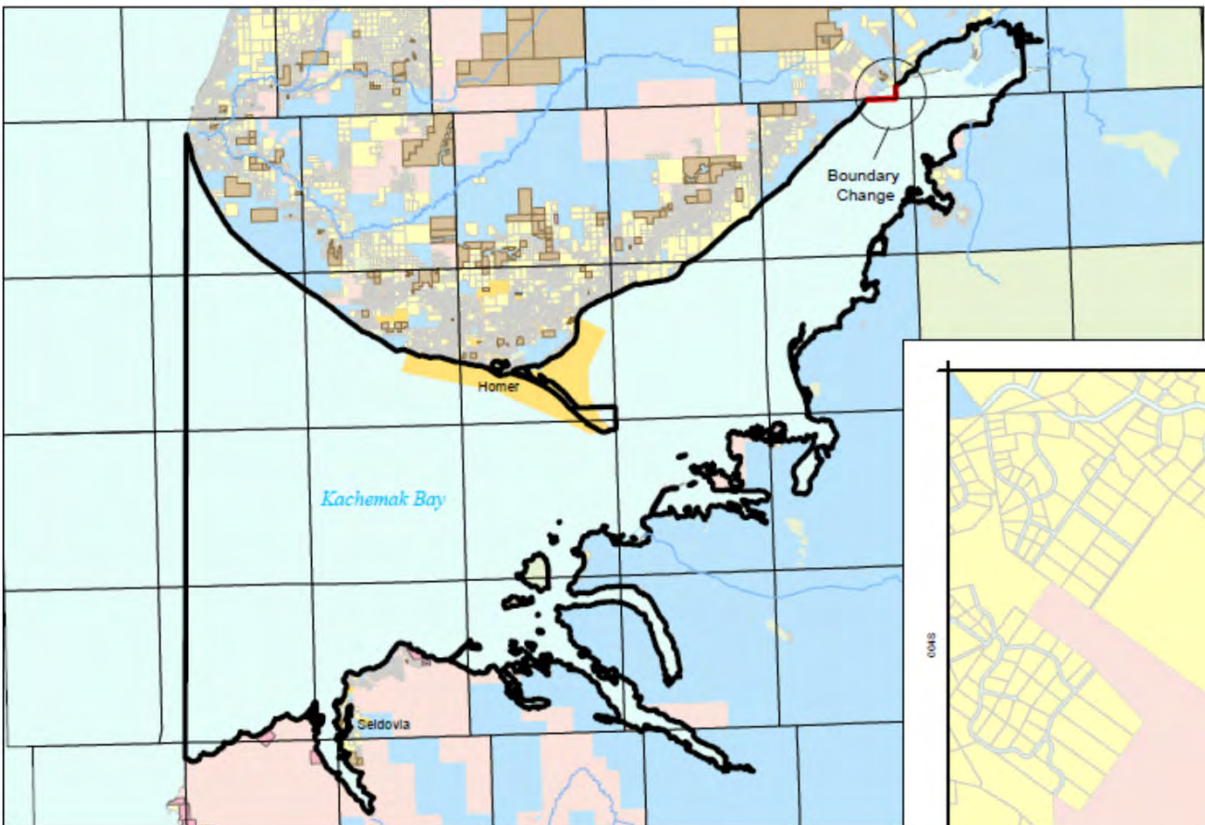
Homer Airport Critical Habitat Area

-  CHA Boundary
-  State Lands
-  BLM
-  State of Alaska
-  Other Lands
-  Private
-  Municipal
-  Borough
-  Private Conservation Land
-  Proposed Additions to Beluga Wetlands Wildlife Refuge

Conceptual Presentation By
Canyon Arch Design
March, 2026

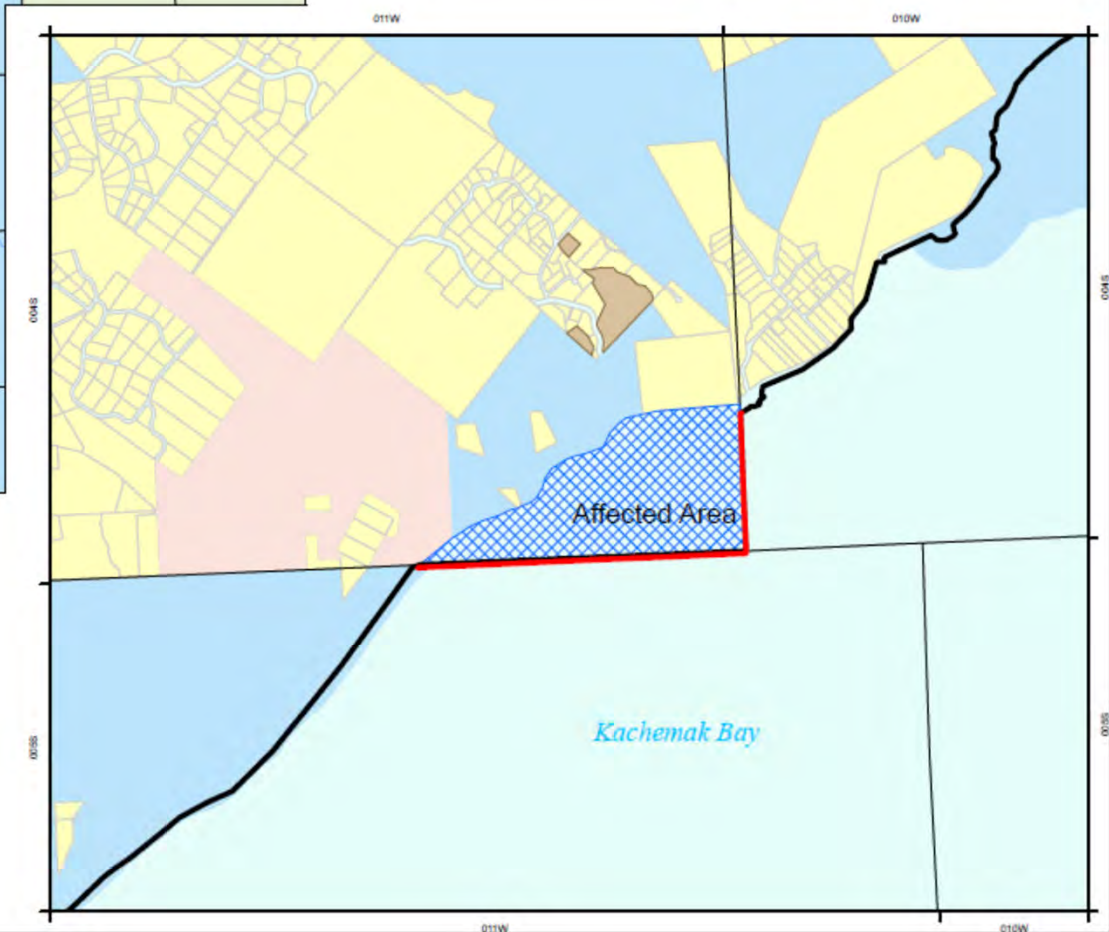


Kachemak Bay Critical Habitat Area



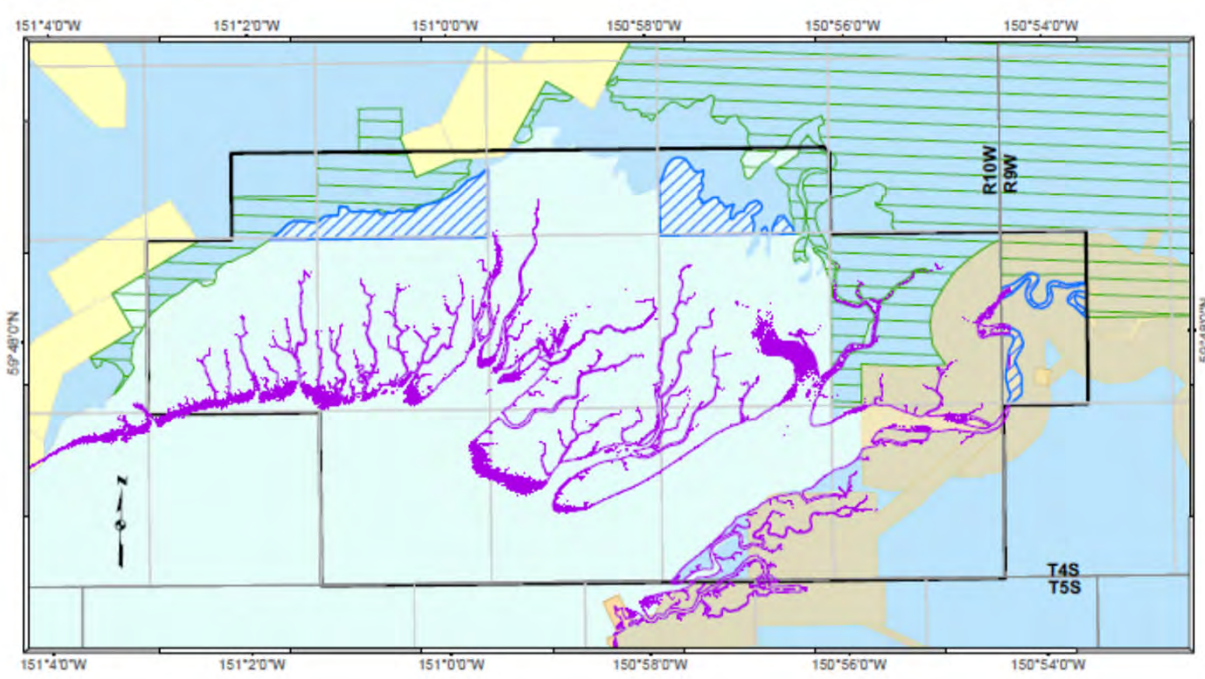
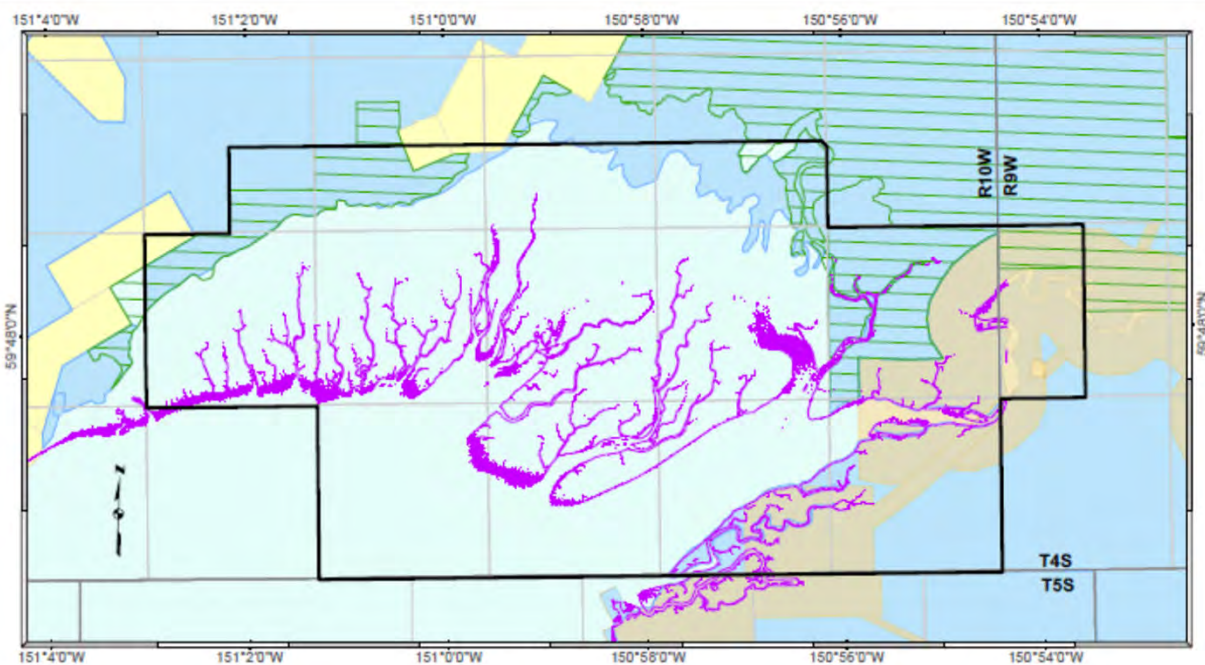
- Existing CHA Boundary
- Incorrect CHA Boundary
- Corrected Area

- | | |
|--------------------|--------------------|
| State Lands | Other Lands |
| BLM | Private |
| State | Municipal |
| | Borough |
| | Native |



Map Produced by Alaska Department of Fish & Game Sport Fish Division
Date: 2/18/2017





Fox River Flats Critical Habitat Area

Legend









- Statutory CHA Boundary
 - Potential areas of tide and submerged lands for inclusion in the CHA
- Land Estate**
- | | |
|--------------------|----------------------|
| State Lands | Private Lands |
| State | Private |
| Grazing Lease | |
| P & C Lease | |
- Federal Lands**
- BLM
- 17.6 ft Tidal Contour at 1 meter intervals (mean high tide)

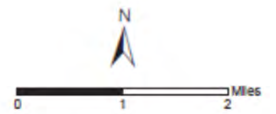
Location Maps



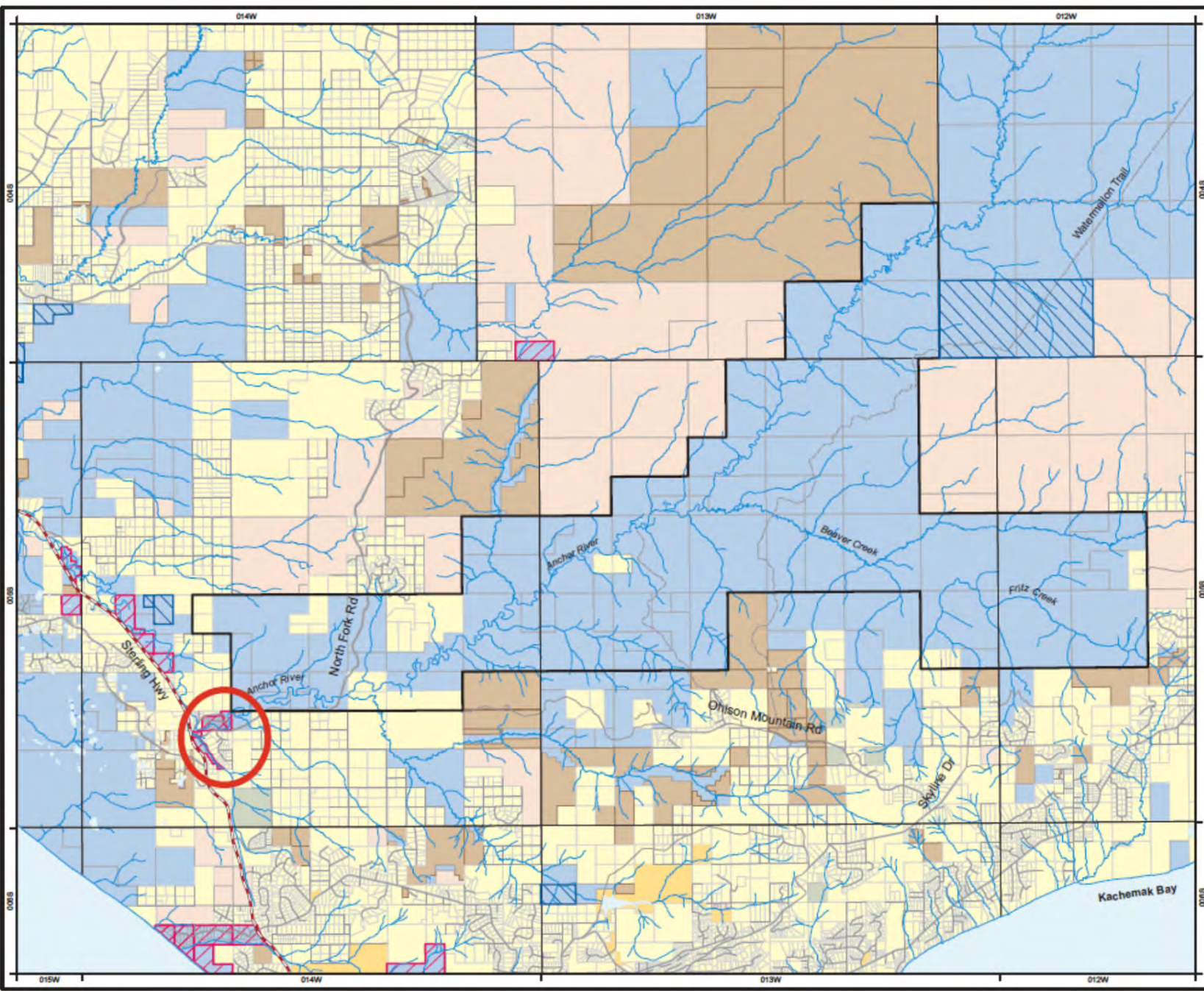
State of Alaska
Department of Fish and Game
2/18/2017

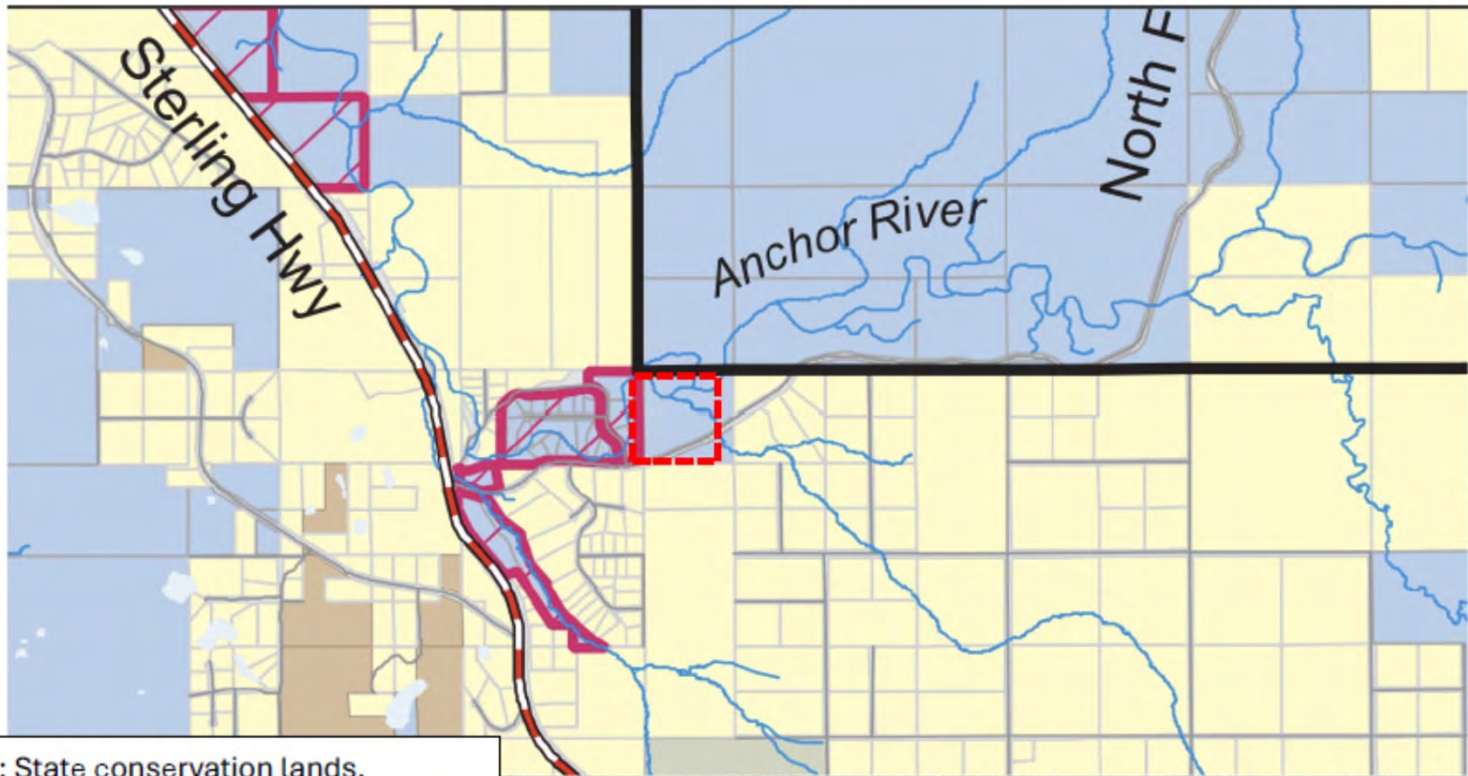
Anchor River / Fritz Creek Critical Habitat Area

-  CHA Boundary
-  State
-  Native
-  Municipal
-  Borough
-  Private
-  Municipal Entitlement
-  Management Agreement



Map Produced by Alaska Department of Fish & Game Division of Sport Fish
Date: 10/4/2021





Solid red: State conservation lands.

Dashed red: State DNR parcel





MEMORANDUM

CC-26-085

Resolution 26-028, a Resolution of the City Council of Homer, Alaska Asking the Economic Development Advisory Commission (EDC) to Review Short-Term Rentals (STRs), Gather Community Input, and Provide Findings and Recommendations to the City Council.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: April 7, 2026
From: Julie Engebretsen, Community Development Director; Councilmembers Shelly Erickson and Jason Davis
Through: Melissa Jacobsen, City Manager

SUMMARY:

This resolution asks the Economic Development Advisory Commission (EDC) to take a focused look at short-term rentals (STRs) and how they may relate to housing conditions in Homer. This is not a proposal to regulate STRs. It is a step toward getting a clearer, shared understanding of local conditions before making decisions.

BACKGROUND:

Short-term rentals are frequently discussed in connection with housing availability, seasonal workforce needs, and economic activity. At the same time, they are also part of Homer’s visitor economy and may contribute to local income and tax revenue.

Homer also has a distinct seasonal pattern, with peak demand concentrated in the summer months. Understanding how housing availability shifts during those periods—and how STRs fit into that picture—is an important part of the conversation.

At present, much of the discussion locally is based on partial information, individual experiences, or comparisons to other communities. There are also residents and groups who have already gathered information or developed their own perspectives. This effort is intended to bring those viewpoints together and consider them alongside broader community input.

The resolution asks the EDC to focus on practical steps: hearing from people directly affected, developing a reasonable picture of STR activity in Homer, considering how housing availability

changes through the year, reviewing how other communities have approached similar questions, and thinking through the potential role and structure of a basic registration approach.

It also encourages a balanced view, including consideration of both potential benefits and unintended consequences for housing and the local economy.

The goal is for the EDC to come back with a clear summary of what it heard and observed, key takeaways, a short list of possible near-term steps, and, if useful, a broader set of potential approaches.

An initial report is anticipated within six months.

Also attached is a summary of STR approaches used in other Alaska and tourism-based communities. This document is intended as background only and should not be viewed as prescriptive.

RECOMMENDATION:

Adopt Resolution 26-028

ATTACHMENTS:

Summary of STR approaches

SHORT-TERM RENTAL REGULATIONS

Caps, Zoning, and Ownership Rules in Alaska and Comparable Tourism Communities

Research survey of approaches in Alaska, Oregon, and Washington | 2025–2026

At a Glance: Community Comparison

The table below summarizes the regulatory approaches of the communities researched. Detail on each follows in subsequent sections.

Community	Approach	Key Details
Seward, AK	Zoning + Permit	Residential zones: 50% of bedrooms, max 3; commercial zones: max 5. Annual life safety inspection required. STRs banned in boat harbor.
Soldotna, AK	Tax + Permit	4% lodging tax effective Jan 2025. New permit ordinance (2025): all STRs require administrative permit; owner-occupied units previously exempt.
Sitka, AK	Owner Occupancy	New STRs require owner to live on property as primary residence ≥6 months/year. Effectively bans investor-owned vacation rentals.
Anchorage, AK	Licensing (Data-First)	Municipal STR license required as of Sept 2024 (\$400/yr). No cap or zoning restriction. Primary goal: data collection. Vetoed once by mayor.
Juneau, AK	Registration Only	Free CBJ registration; listing must display registration number. 14% lodging tax. No caps, no zoning limits, no owner-occupancy requirement.
Bend, OR	Spacing + Type Tiers	Type II (non-owner-occupied whole house): must be 500 ft from nearest Type II. Type I (owner-occupied, ≤2 rooms): no spacing limit. Effective cap via distance rule.
Newport, OR	Neighborhood Caps	Hard caps by district: Nye Beach ~100 licenses; Oceanfront ~75; other residential ~30. Plus 250-ft spacing rule.
Chelan County/Leavenworth, WA	Hard Housing Stock Cap	County-wide cap at 6% of housing stock. Leavenworth area at ~16% and closed to new permits. Non-transferable permits (expire on sale).

1. Alaska: The Regulatory Landscape

Alaska has no statewide STR registration, licensing, or cap system. There is also no statewide lodging tax — Alaska is the only state in the nation without one. All regulation is municipal. This creates a patchwork where approaches vary widely even between neighboring communities on the Kenai Peninsula. A 2023 Alaska House bill (HB 184, Rep. Andrew Gray) proposed a statewide registry and a limit of one STR per owner, but it did not advance out of committee. As of early 2026, no statewide framework has passed.

Soldotna

Soldotna has been actively tightening its STR framework since 2023. In December 2023, the city council adopted a 4% lodging tax on stays under 30 days, effective January 1, 2025, with revenue directed to a Tourism Enhancement Fund. The ordinance was amended in December 2024 to add quarterly reporting requirements, a \$25 penalty for failure to file, and a \$250/day fee for unlawful operation.

A second ordinance (2025-039), under consideration as of early 2025, would require all STRs — including owner-occupied units currently exempt — to obtain an administrative permit and meet operational requirements. Non-owner-occupied units already require a local point of contact, occupancy limits, and parking/signage restrictions; the proposed change would bring owner-occupied units into the same framework. As of the time of this research, the ordinance had not yet been adopted.

Note: *Soldotna currently has no hard cap on STR numbers, no zoning restrictions by district, and no owner-residency requirement — but the pending permit ordinance would close the exemption for owner-occupied units.*

Seward

Seward has one of the more developed STR frameworks on the Kenai Peninsula, shaped by its acute housing shortage and heavy summer tourism. Key features of the current code:

- Residential zones: STRs limited to 50% of bedrooms per unit, with a maximum of 3 bedrooms rentable. This effectively ensures that in a whole house, at least half the bedrooms remain in residential use.
- Commercial zones: up to 5 bedrooms permitted for STR use.
- Annual permit required (\$50 application fee + \$45 life safety inspection fee), renewable each January.
- Listing must display the STR permit number.
- STRs are not permitted in the Seward Boat Harbor.

Seward's Planning and Zoning Commission considered more aggressive measures in 2022, including a ban on new whole-house rentals in residential zones and a 4-year waiting period for non-Seward-area residents seeking commercial-zone permits. These proposals met resistance from the City Council and as of 2022 had been postponed. Community Development Director Jason Bickling noted that residents rejected an outright cap: "People did not want an actual cap because there were some downsides... but to see if we could come up with some other ways to reach our goals of protecting residential housing, keeping land speculation out."

Note: *Seward's bedroom-ratio rule is a notable alternative to a hard cap — it limits STR intensity per property without setting a ceiling on the total number of permitted STRs. The proposed non-resident waiting period would be a significant tool against outside land speculation if enacted.*

Sitka

Sitka has Alaska's most restrictive STR policy for investor-owned properties. Following a 2022 ordinance tightening, new STRs are only permitted if the owner occupies the property as a primary residence for at least six months of the year. This effectively prohibits investor-owned whole-house vacation rentals while still allowing homeowners to host guests seasonally. Sitka also maintains a Planning Commission permitting process to control STRs in residential neighborhoods.

Anchorage

Anchorage's path to STR regulation has been contentious. The Assembly passed a licensing ordinance in March 2024 on a 7-5 vote; Mayor Bronson vetoed it within 24 hours, calling it "meddling" with property owners. The Assembly overrode the veto, and the licensing program went into effect September 15, 2024. Requirements include:

- Municipal STR license per unit: \$400/year (renewable every 2 years). Fee waived to \$50 if the unit is the owner's primary residence or rented long-term for more than 180 days — explicitly designed to incentivize return to long-term rental market.
- Minimum \$500,000 liability insurance (waived if major platform provides equivalent coverage).
- 24/7 on-call contact who can respond to issues within 24 hours.
- 12% room tax on stays under 30 days.

Notably, Anchorage's program was framed primarily as a data-collection exercise — to understand how many STRs exist, who owns them, and whether they are materially affecting the housing market. No caps, no zoning restrictions, and no owner-occupancy requirements have been adopted. Assembly member Zaletel: "We need to figure out: Is it a problem? If it is, how big is it?"

Juneau

Juneau takes the lightest-touch approach of Alaska's major cities. Registration with the CBJ Sales Tax Office is required and is free. Every listing must display its CBJ registration number. The 14% combined tax (5% sales + 9% lodging) is substantial. But Juneau has imposed no caps, no zoning

restrictions, and no owner-occupancy requirements. As of July 2025, platforms like Airbnb and VRBO are required to collect and remit Juneau's taxes on behalf of hosts.

State-Level Proposal: HB 184 (2023)

In May 2023, Representative Andrew Gray (D-Anchorage) introduced HB 184, which would have established a statewide STR registry and limited each owner to one registered STR unit. The bill was grounded in research showing that ownership-limit policies have a larger effect on STR market size than registration-only policies. UAA economist Brett Watson stated: "It seems that the policies that are enforcing strict rules have some bite, and they decrease the size of the market." The bill did not advance past committee. No comparable statewide measure has passed as of early 2026.

2. Oregon: Sophisticated Density Controls

Bend

Bend has one of the most carefully engineered STR frameworks in the Pacific Northwest, developed in response to explosive STR growth (over 1,000 listings by 2022 in a city of ~100,000). The core mechanism is a two-tier permit system tied to owner occupancy and a geographic spacing rule:

- Type I (Owner-Occupied or Infrequent Use): Covers owner-occupied rentals of up to 2 bedrooms, or whole-house rentals limited to 4 periods or 30 days per year. No spacing requirement — anyone may obtain this permit. Application fee: ~\$1,315.
- Type II (Non-Owner-Occupied Whole House): Requires that no other Type II rental exists within 500 feet, measured radially from the property boundary. This 500-foot buffer was increased from 250 feet in 2022. Application fee: ~\$3,657. Minimum \$500,000 liability insurance required.

In practice, the 500-foot rule effectively functions as a density cap without being a numeric cap — as STRs fill in a neighborhood, the 500-foot bubble around each one prevents new permits from being issued nearby. Practitioners note that as of 2023, "the regulations put an effective stop on new short-term rentals" in much of Bend. Pre-2015 permits are grandfathered and transferable, making those properties significantly more valuable.

The land use permit is property-specific and non-transferable for post-2015 Type II permits. Operators also need a separate annual operating license (\$205/year renewal). Occupancy is capped at 2 per bedroom plus 2 additional (e.g., 8 guests maximum for a 3-bedroom home).

Note: Bend's spacing rule is a highly replicable model for communities wanting density control without a hard numeric cap. It avoids the legal vulnerability of numeric caps (see Idaho section) while achieving a similar result geographically.

Newport

Newport (pop. ~11,000, home of the Oregon Coast Aquarium) enacted a significant STR ordinance in 2019. Newport uses hard numeric caps by neighborhood district — an unusual approach among Oregon cities:

- Nye Beach historic district: capped at approximately 100 STR licenses.
- Oceanfront area: capped at approximately 75 licenses.
- Other residential zones: smaller district caps of approximately 30.
- Total city cap set initially around 200 licenses, with a goal of reducing to ~170 through attrition.
- 250-foot spacing buffer between STRs in certain zones.

Newport's approach is directly relevant for communities that want to limit STR concentration in particular neighborhood types — distinguishing, for instance, between a historic downtown or touristy waterfront zone and quieter residential areas. Enforcement tightened in 2023.

3. Washington: Hard Housing-Stock Caps

Chelan County / Leavenworth

Chelan County (home to the tourist destination of Leavenworth) enacted comprehensive STR rules in July 2021 after a moratorium. The county uses a hard housing-stock cap approach:

- County-wide cap: STRs may not exceed 6% of the total housing stock in most areas. In the immediate Leavenworth, Lake Wenatchee, and Plain areas, the cap has been exceeded (the area is at approximately 16% of housing stock) and is closed to new permits indefinitely.
- Owner-occupancy tiers: Tier 1 (owner within 200 feet of property at all times during guest stays) is allowed in most zones. Non-owner-occupied properties face stricter zoning requirements (Rural Residential/Resource, 5+ acres minimum in some categories).
- Non-transferable permits: STR permits expire when a property is sold. New owners cannot inherit the STR permit and must reapply — but since the cap has been exceeded, they cannot get a new one. This effectively means STR-permitted properties in Leavenworth sell at a premium and that the permitted inventory shrinks over time through attrition.

The city of Leavenworth itself takes an even harder line: STRs are largely prohibited in residential zones within city limits, with exceptions only for owner-occupied bed-and-breakfast operations (conditional use permit required, owner must be on premises during all guest stays). Non-owner-occupied STRs within city limits are prohibited in all residential districts.

Chelan County's non-transferable permit design is worth particular attention: it allows existing operators to continue while ensuring that permits don't become a tradeable commodity, and that over time the total inventory declines through natural turnover.

4. Synthesis: What Works, What Doesn't, and What Alaska Communities Can Learn

On Caps and Limits

Numeric hard caps — a fixed ceiling on the number of permitted STRs across a community or zone — are the most direct tool. Alaska has no court precedent or state preemption statute limiting their use, and the communities in this report that have adopted them have done so without successful legal challenge to date. Alternatives to a hard cap exist and are worth knowing about, as they can achieve similar density-control results through different mechanisms:

- Geographic spacing rules (Bend's 500-foot buffer between non-owner-occupied whole-house rentals) — effectively create scarcity without a numeric ceiling.
- Housing-stock percentage caps (Chelan County's 6%) — frame the limit as a proportion of the housing market, not an absolute number, which may be more defensible as a legitimate land-use regulation.
- Bedroom-ratio rules (Seward's 50% of bedrooms) — limit intensity at the property level without capping total numbers.
- Neighborhood/district caps (Newport's tiered district approach) — target high-tourism areas specifically.

On Zoning Approaches

Limiting STRs by zoning district — allowing them in commercial or resort zones while restricting or banning them in residential zones — is among the most widely used and legally durable approaches. Leavenworth prohibits STRs in residential zones entirely; Seward limits STR intensity by bedroom ratio within each zone. For Alaska communities, a zoning-based approach has several advantages: it aligns with existing land-use planning frameworks, it is spatially targeted, and it preserves residential neighborhoods for long-term housing without eliminating tourism accommodation capacity in appropriate commercial zones.

The key implementation challenge is enforcement: rules on paper without dedicated staffing produce large illegal markets. Communities that have added a dedicated STR enforcement officer — funding the position through licensing fees — have seen materially better compliance.

On Owner Occupancy and Ownership Limits

Owner-occupancy requirements are among the most effective tools for preserving residential housing stock. The core logic: a homeowner renting spare rooms or hosting while away is a fundamentally different activity from an outside investor converting a home into a de facto hotel. Sitka (Alaska) has adopted this directly, requiring new STR operators to be primary residents for at least six months annually — the most directly usable Alaska model for other communities considering this approach.

One-per-owner limits (the approach proposed in Alaska's HB 184) target the commercial multi-STR investor rather than the homeowner supplementing their income. Research from UAA suggests ownership-limit policies have a larger effect on market size than registration requirements alone.

Non-transferable permits (Chelan County) achieve a similar result indirectly: by ensuring that STR permits don't survive property sales, the policy discourages pure investment acquisition while allowing existing operators to continue. This approach may be more legally defensible than ownership limits because it regulates the permit, not the person.

Key Takeaways

- Registration and taxation alone (the Juneau model) generate revenue and data but do not limit STR growth or protect housing stock. They are a starting point, not a complete policy.
- Geographic spacing rules and zoning restrictions — alongside hard caps — each have a track record of effectiveness; the right tool depends on community goals and political context.
- Owner-occupancy requirements are the single most direct tool for separating homeowner hosting from investor-owned vacation rentals — and Sitka's approach is a usable Alaska model.
- Non-transferable permits (Chelan County model) are an underused tool that naturally limits permit inventory over time without requiring enforcement of a hard cap.
- Dedicated enforcement staffing is essential — regulations without an enforcement mechanism produce large illegal markets. Self-funding enforcement through licensing fees is a proven model.
- A pre-resident or local-residency waiting period (Seward's proposed 4-year waiting period for non-Seward-area residents) is a creative tool specifically targeted at outside land speculation.
- The Anchorage model of data-first licensing before additional restrictions is sensible for communities that don't yet know the scale of the problem — but should include a stated timeline for evaluating whether additional measures are needed.

— End of Report —

**CITY OF HOMER
HOMER, ALASKA**

Davis/Erickson

RESOLUTION 26-028

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
ASKING THE ECONOMIC DEVELOPMENT ADVISORY COMMISSION
(EDC) TO REVIEW SHORT-TERM RENTALS (STRs), GATHER
COMMUNITY INPUT, AND PROVIDE FINDINGS AND
RECOMMENDATIONS TO THE CITY COUNCIL

WHEREAS, Short-term rentals (STRs) are one of several factors that may influence housing availability, seasonal workforce needs, and the local economy in Homer; and

WHEREAS, Homer experiences significant seasonal variation in population, housing demand, and visitor activity, particularly during peak summer months; and

WHEREAS, The availability of both long-term and seasonal summer and winter housing is an ongoing concern for residents, employers, and employees in the community; and

WHEREAS, STRs may provide economic benefits to property owners, local businesses, and the broader visitor economy; and

WHEREAS, Policy approaches to STRs vary widely across Alaska and other tourism-based communities, including registration approaches, zoning tools, owner-occupancy requirements, and other local measures; and

WHEREAS, The City Council recognizes the importance of maintaining a level playing field among lodging types, and between STR activity occurring within and outside City limits, including consideration of tax collection and related requirements; and

WHEREAS, The City Council would benefit from a clearer understanding of local conditions in Homer, including community perspectives and how STRs may interact with housing availability and economic activity; and

WHEREAS, The City Council desires to consider both potential benefits and potential unintended consequences of any future policy direction;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby directs the Economic Development and Advisory Commission to:

- 43 1. Gather input from a range of local perspectives, including residents, renters, employers,
44 STR hosts, Kachemak Board of Realtors, the Kenai Peninsula Economic Development
45 District and others affected by seasonal housing dynamics;
46
- 47 2. Consider definitions of STR's, hotels, hostels, bed and breakfasts, hotels and
48 apartments in conjunction with the Title 21 rewrite project;
49
- 50 3. Develop a general understanding of STR activity in Homer, including approximate
51 numbers, general distribution, and seasonal patterns of use;
52
- 53 4. Consider how housing availability changes throughout the year, particularly during
54 peak summer months, slower winter months and how STRs may or may not contribute
55 to those changes;
56
- 57 5. Review examples of STR approaches used in other Alaska and comparable
58 communities, and consider which elements, if any, may be relevant to Homer (the
59 attached AI-assisted summary of other communities' approaches may be helpful in this
60 regard);
61
- 62 6. Consider potential effects of STR activity and potential policy responses on housing
63 availability, seasonal workforce needs, local businesses, and the visitor economy;
64
- 65 7. Consider the potential benefits, costs, and practical implications of a local STR
66 registration approach, including whether registration numbers should be displayed in
67 online listings or advertising, whether registration should be offered at no cost, a
68 nominal cost, or at a level intended to recover administrative expenses, and whether a
69 registration approach would improve the City's understanding of STR activity and
70 support more informed decision-making;
71
- 72 8. Provide to the City Council a summary of observations, key takeaways, and a small
73 number of possible near-term steps for Council consideration;
74
- 75 9. Provide, if appropriate, a broader range of potential future approaches for Council
76 discussion;
77
- 78 10. Report back to the City Council on or before October 15, 2026.

79
80 PASSED AND ADOPTED by the Homer City Council this 13th day of April, 2026.

81
82 CITY OF HOMER
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ATTEST:

AMY WOODRUFF, CITY CLERK

Fiscal Note: N/A

RACHEL LORD, MAYOR