



Agenda

City Council Regular Meeting

Monday, July 27, 2026 at 6:00 PM

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

Homer City Hall

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

Zoom Webinar ID: 205 093 973 Password: 610853

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

MAYORAL PROCLAMATIONS AND RECOGNITIONS

- a. Mayoral Proclamation Designating July as Parks and Recreation Month

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 June 22, 2026. Recommend Approval.
- b. Memorandum CC-26-134 Authorizing the Issuance of a Letter of Non-Objection to the Alcoholic Beverage Control Board Regarding the Application for a New Package Store Shipping Endorsement for Patel's
- c. Memorandum CC-26-135 Approving the Appointment of Elizabeth Lakshmi Kanter to the Planning Commission. Recommend Approval.
- d. Ordinance 26-35, an Ordinance of the City Council of Homer, Alaska Amending the FY27 Capital Budget by Appropriating \$100,000 from the Homer Accelerated Roads and Trails (HART) Roads fund towards the South Slope Drive Culvert Replacement. City Manager/Public Works Director. Recommended dates introduction July 27, 2027, Public Hearing and Second Reading August 10, 2026.

Memorandum CC-26-136 from Public Works Director as backup.

- e. Ordinance 26-36, an Ordinance of the City Council of Homer, Alaska Amending the FY27 Capital Budget by appropriating \$7,500 from the Water CARMA Fund and \$7,500 from the Sewer CARMA Fund to supplement existing funding for the Water/Wastewater SCADA Upgrade Project. City Manager/Public Works Director. Recommended dates introduction July 27, 2027, Public Hearing and Second Reading August 10, 2026.

Memorandum CC-26-137 from Public Works Director as backup.

- f. Ordinance 26-37 an Ordinance of the City Council of Homer, Alaska Amending Homer City Code 21.76.020 Review of Traffic Impact Analysis to Direct that an Applicant Must Contract with an Engineer When a Traffic Impact Analysis Is Required. Recommended dates introduction July 27, 2027, Public Hearing and Second Reading August 10, 2026.

Memorandum CC-26-138 from City Planner as backup.

- g. Resolution 26-046, a Resolution of the City Council of Homer, Alaska amending the City of Homer Procurement Policy Manual to allow for electronic submission of bid and proposals. City Manager/City Clerk. Recommend Adoption.

Memorandum CC-26-139 from City Clerk as backup.

- h. Resolution 26-047, a Resolution of the City Council of Homer, Alaska, Approving the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the Period July 1, 2026 Through June 30, 2027, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/ Recreation Manager. Recommend Adoption.

Memorandum CC-26-140 from Recreation Manager as backup.

- i. Resolution 26-048, a Resolution of the City Council of Homer, Alaska Adopting the Amended Intergovernmental Agreement with the Alaska Remote Seller Sales Tax Commission and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend Adoption.

- j. Resolution 26-049, a Resolution of the City Council of Homer, Alaska Awarding a Contract to Design Repairs of Flood Damage at the Homer Municipal Airport to RESPEC Engineering Services Company, LLC of Homer, Alaska in the Amount of \$369,469 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Recommend Adoption.

Memorandum CC-26-141 from Public Works Director as backup.

- k. Resolution 26-050, A Resolution of the City Council of Homer, Alaska, approving a lease agreement with the United States Coast Guard for the Pioneer Dock and associated Property, and authorizing the City Manager to negotiate, finalize and execute the Lease and related documents. City Manager/Port Director. Recommend Adoption.

Memorandum CC-26-142 from Port Property Associate as backup.

- i. Resolution 26-051, A Resolution of the City Council of Homer, Alaska Initiating the Mallard Way Sewer Extension Special Assessment District (SAD) through the Developer Reimbursement Program and Authorizing the City Manager to Negotiate and Execute the Developer Reimbursement Agreement. City Manager. Recommend Adoption.

Memorandum CC-26-143 from City Manager as backup.

VISITORS

- a. Homer Pool Update, Kenai Peninsula Borough School District Superintendent Clayton Holland
- b. Morgan Carlson-Kelly, City of Homer Summer Intern

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

- a. Committee of the Whole Report
- b. Mayor's Report
- c. Borough Report
- d. Port and Harbor Advisory Commission Report
- e. Title 21 Update

- i. Title 21 Written Progress Report

PUBLIC HEARING(S)

- a. Ordinance 26-31, an Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 2.08.040 Bylaws for Council procedure, 2.08.110 Teleconference participation in meetings and 2.08.120 Teleconference - Limitations. City Manager/ City Clerk. Introduction June 22, 2026, Public Hearing and Second Reading July 27, 2026.

Memorandum CC-26-144 from City Clerk as backup.

- b. Ordinance 26-32, an Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 3.16.040 Advertising for Bids and 3.16.110 Competitive Sealed Proposals – Negotiated Procurement. City Manager/City Clerk. Introduction June 22, 2026, Public Hearing and Second Reading July 27, 2026.

Memorandum CC-26-126 from City Clerk as backup.

- c. Ordinance 26-33, an Ordinance of the City Council of Homer, Alaska, Amending the FY27 Capital Budget to Fund Anticipated Repairs or Maintenance to the United States Coast Guard (USCG) Buoy Tender Berth Space by Establishing Authority in the FY27 Budget for Routine Maintenance to the USCG Buoy Tender Berth Space. City Manager/Port Director. Introduction

June 22, 2026, Public Hearing and Second Reading July 27, 2026.

Memorandum CC-26-127 from Port Director as backup.

- [d.](#) Ordinance 26-34, an Ordinance of the City Council of Homer, Alaska, Amending the FY27 Capital Budget to Fund Anticipated Maintenance to the Seawall by Establishing Authority in the FY27 Budget for Routine Maintenance to the Seawall. City Manager/Public Works Director. Introduction June 22, 2026, Public Hearing and Second Reading July 27, 2026.

Memorandum CC-26-128 from Public Works Director as backup.

ORDINANCE(S)

CITY MANAGER'S REPORT

- [a.](#) City Manager's Report
- [b.](#) Preliminary FY 26 Year-End Report

PENDING BUSINESS

NEW BUSINESS

RESOLUTIONS

- [a.](#) Resolution 26-052, a Resolution of the City Council of Homer, Alaska amending the City of Homer Council Operating Manual. City Manager/City Clerk.

Memorandum CC-26-145 from City Clerk 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, August 10, 2026, at 6:00 p.m. Worksession at 4:00 p.m., Committee of the Whole at 5:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Designation of July as Park and Recreation Month

WHEREAS, Parks and recreation programs are an integral part of communities throughout this country, including the City of Homer, Alaska; and

WHEREAS, Our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, Parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, Parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, Parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, Parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, Our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, The U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, The City of Homer, Alaska recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, Mayor of the City of Homer, do hereby proclaim the month of July as Park and Recreation Month in the City of Homer.

IN WITNESS THEREOF, I have hereunto set my hand and the seal of the City of Homer, to be affixed this 27th day of July, 2026.

Rachel Lord, Mayor

Attest:

Amy Woodruff, City Clerk

Session 26-014, a regular meeting of the City Council of Homer, Alaska, was called to order at 6:01 p.m. by Mayor Pro Tem Erickson and opened with the pledge of allegiance.

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

ABSENT: MAYOR LORD

STAFF: CITY MANAGER JACOBSEN
CITY CLERK WOODRUFF
LIBRARY DIRECTOR BERRY
SPECIAL PROJECTS AND COMMUNICATIONS COORDINATOR CARROLL
COMMUNITY DEVELOPMENT DIRECTOR ENGBRETSSEN
FINANCE DIRECTOR FISCHER
FIRE CHIEF JAGER
PUBLIC WORKS DIRECTOR KORT
POLICE CHIEF SCANLON

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

Mayor Pro Tem Erickson read the supplemental items: Under Consent Agenda she added Item L, Remove Resolution 26-043 From Agenda Due to Grant Requirements. Under Public Hearings item A, Ordinance 26-30, there is public comment received. Under the City Manager's Report Item A, there is the City Manager's report. Finally, under Comments of the Audience there is public comment received related to items not on the agenda.

ADERHOLD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

Giulia Tortora, City Resident, commented on the value of walking for health in the community. She noted that we need to do everything we can in this community to support walking and hiking and expressed support for Resolution 26-041.

Tom Kizzia, City Resident, commented on the value of access to trails in the community and expressed support of Resolution 26-041. He encouraged the City to focus on the extension of the existing trail and not get lost in the engineering challenges of the existing trail.

Pamela Brodie, City Resident, commented that she walks the Woodard Canyon trail almost every day and she would love to have a loop trail to come back down. Opportunities to secure public access to lands are limited and expressed support of Resolution 26-041.

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 May 26, 2026 and June 8, 2026. Recommend Approval.

- b. Memorandum CC-26-124 Authorizing Councilmembers Aderhold and Hansen to travel to Fairbanks for the Alaska Municipal League Summer Conference. Recommend Approval.
- c. Memorandum CC-26-125 Authorizing the Issuance of a Letter of Non-Objection for the renewal of Liquor Licenses for BPO Elks Lodge #2127, Harbor Grill, the Twisted Goat, Vida's Thai Food, and Sweetgale Meadworks. Recommend Approval.
- d. Memorandum CC-26-129 from Public Works Inspector regarding City Water and Wastewater Service Abandonment Exceptions. Recommend Approval.
- e. ~~Ordinance 26-31, an Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 2.08.040 Bylaws for Council procedure, 2.08.100 Teleconference participation in meetings and 2.08.120 Teleconference Limitations. City Manager/ City Clerk. Recommended Dates introduction June 22, 2026, Public Hearing and Second Reading July 27, 2026. Removed from consent agenda – Aderhold~~
- f. Ordinance 26-32, an Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 3.16.040 Advertising for Bids and 3.16.110 Competitive Sealed Proposals – Negotiated Procurement. City Manager/City Clerk. Recommended Dates introduction June 22, 2026, Public Hearing and Second Reading July 27, 2026.

Memorandum CC-26-126 from City Clerk as backup.

- g. Ordinance 26-33, an Ordinance of the City Council of Homer, Alaska, Amending the FY27 Capital Budget to Fund Anticipated Repairs or Maintenance to the United States Coast Guard (USCG) Buoy Tender Berth Space by Establishing Authority in the FY27 Budget for Routine Maintenance to the USCG Buoy Tender Berth Space. City Manager/Port Director. Recommended Dates introduction June 22, 2026, Public Hearing and Second Reading July 27, 2026.

Memorandum CC-26-127 from Port Director as backup.

- h. Ordinance 26-34, an Ordinance of the City Council of Homer, Alaska, Amending the FY27 Capital Budget to Fund Anticipated Maintenance to the Seawall by Establishing Authority in the FY27 Budget for Routine Maintenance to the Seawall. City Manager/Public Works Director. Recommended Dates introduction June 22, 2026, Public Hearing and Second Reading July 27, 2026.

Memorandum CC-26-128 from Public Works Director as backup.

- i. ~~Resolution 26-043 A Resolution of the City Council of Homer, Alaska, Authorizing the Staff of Homer Volunteer Fire Department to Apply for the 2026 FEMA Assistance to Firefighters grant. City Manager/Fire Chief. Recommend Adoption.~~

~~Memorandum CC-26-130 from Fire Chief as backup. Removed from Consent Agenda - Aderhold~~

- j. Resolution 26-044, a Resolution 26-044, Providing Comment on Proposed Revisions to the Office of Management And Budget's Uniform Guidance for Federal Grants (2 CFR Part 200) And Directing Transmittal of Comments. Mayor/Aderhold. Recommend Adoption.

Memorandum CC-26-131 from Special Projects and Communications Coordinator as backup.

- k. Resolution 26-045, A Resolution of the City Council of Homer, Alaska Approving a Memorandum of Understanding Between the State of Alaska Department of Transportation/Homer Airport and Public Facilities and Homer Volunteer Fire Department for Automatic Assistance and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Fire Chief. Recommend Adoption.
- l. Remove Resolution 26-043 From Agenda Due to Grant Requirements.

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

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS (10 Minute limit per report)

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

a. Worksession Report

City Manager Jacobsen reported on the joint worksession with the Planning Commission and consultants from Agnew::Beck and Stantec. The team reviewed a presentation that summarized key points in the more than 900 public comments that were received and requested guidance from Council as to how to proceed on specific questions for the Public Hearing draft of Title 21.

b. Committee of the Whole Report

Councilmember Aderhold reported that the Council discussed items on the Consent Agenda, including Memorandum CC-26-129 on Water and Wastewater lines and Resolution 26-044 addressing comments that will be submitted to the federal register related to proposed changes to the Office of Management of Budget. The Ferguson Group, federal lobbyists for the City of Homer, presented an overview of the recent Washington, DC fly-in with Port Director Hawkins and Councilmember Erickson. Council had a brief conversation about the City Council Operating Manual, the ordinance to change code related to that has been pulled from the consent agenda for discussion prior to introduction. Public Comment related to Kachemak Swim Club.

c. Borough Report

Assemblymember Cooper reported that the borough is wrapping up the fiscal year and preparing for the annual audit. She noted that Councilmember Aderhold did reach out to her related to the proposed changes to OMB guidance. The Borough has a strong mayor form of government, as a result Assemblymember Cooper contacted the Borough Mayor who will be preparing comments. The Borough Conveyed the Nikolaevsk school to the Nikolaevsk Charter School contingent on its use for public education. Assemblymember Dunne asked for reconsideration and it will be on the July agenda for reconsideration.

d. Planning Commission Report

Planning Commission Chair S. Smith reported on the Planning Commission meeting, including his re-election as Chair and commissioner Harness's election as vice chair. The commission processed two plats for plot line removals that passed unanimously. He noted that one consideration for the forthcoming public hearing draft of Title 21 is just how to create meeting time for all of the public hearing that will be needed for the draft. Every item that is going to be changed will need a separate motion and separate public hearing.

Councilmember Venuti recognized the Planning Commission for the time and energy they give to their roles on the commission, noting that they meet twice a month just like Council does. Mayor Pro Tem Erickson commented that the joint worksession today went well and she appreciates the commission taking on Title 21.

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

Commissioner Harrauld reported on the PARCAC meeting. Summer is busy in the parks but quiet in the commission. The Safe & Healthy Kids Fair had over 500 participants despite the gloomy June weather. Kids

programming is in full swing this summer. She noted that a majority of the father's day pictures posted yesterday were of people together in parks—hiking, playing sports, and more.

f. Economic Development Advisory Commission Report

Commissioner Noomah reported that Commissioner Arevalo stepped up and ran the June meeting due to absences, she did a great job. The EDC is gathering research and community perspectives related to short term rentals. Dorothy Duncan, local landlord, shared her personal perspective as a small business owner and urged the EDC to consider other approaches to meet housing needs as well. The three EDC members who rent shared their experiences with Homer's rental market. Commissioner Noomah acknowledged that the people who are most challenged by the housing market aren't represented among the commission membership because they may not have stability in their lives and may not be able to live in City limits.

PUBLIC HEARING(S)

- a. Ordinance 26-30, An Ordinance of the City Council of Homer, Alaska Amending the FY27 Capital Budget by Appropriating \$50,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund for the Purpose of Funding Conceptual Planning for a Looped Trail above Karen Hornaday Park.

Davis/Erickson. Introduction June 8, 2026 Public Hearing and Second Reading June 22, 2026

Mayor Pro Tem Erickson opened the Public Hearing. There were no comments and the hearing was closed.

DAVIS/ADERHOLD MOVED TO ADOPT ORDINANCE 26-30 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Discussion included the following points:

- Councilmembers Davis and Erickson met with Public Works, Community Development, and the City Manager. They discussed the possibility of adding engineering cost for the City roadbed. It was agreed that City staff will move ahead with a separate ordinance for that engineering. Discussion included lower trails for all ages and abilities that would connect up into those upper trails.
- Gratitude to Councilmembers Davis and Erickson for their work as well as City staff.
- The full support of from the Parks, Art, Recreation and Culture Commission is a strong point.
- An expressed preference for varying levels of difficulty, such as a bench that allows for people to challenge themselves on the lower part of the trail and then rest and enjoy the view.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

- e. Ordinance 26-31, an Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 2.08.040 Bylaws for Council procedure, 2.08.100 Teleconference participation in meetings and 2.08.120 Teleconference - Limitations. City Manager/ City Clerk. Recommended Dates introduction June 22, 2026, Public Hearing and Second Reading July 27, 2026.

ADERHOLD/VENUTI MOVED TO INTRODUCE ORDINANCE 26-31 BY READING OF TITLE ONLY

Discussion included the following points:

- This ordinance is paired with edits to the operating manual which will be on the next agenda.
- There are potentially additional edits to this section of code, which could be presented in a substitution at the next meeting, including language about the board of appeals, privacy during executive session and the procedure for handling a poor connection.

- The Clerk will have to be attentive to the status of remote attendees when their presence is required to have a quorum.
- There are no formal restrictions on how many people may attend remotely or how to prioritize multiple requests to attend remotely; to-date that has not caused issues but could be addressed in the future by policy.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

CITY MANAGER'S REPORT

a. City Manager's Report

City Manager Jacobsen noted that her report is in the supplemental packet. She provided verbal updates on a developer who is interested in using the Developer Reimbursement Program in Title 17 Special Assessment Districts to develop property on Mallard Way, and noted that staff will be proposing code changes to clarify the process.

Chief Scanlon is gathering information related to E-Bikes. A past House Bill to set regulations was vetoed by the governor. Councilmembers Aderhold and Parsons have expressed interest in assisting with Ordinances. Municipality of Anchorage has adopted good language, maybe we can put that together.

Councilmember Venuti requested public education to parents before the rules are set.

E-bikes are one small segment of what we're talking about now. Micro-mobility is the term for these items. Mini-bikes are bikes without pedals, not permitted on the streets or the sidewalk.

With respect to staffing in the Clerk's Office, the City Manager noted that former deputy clerk Scott Lynn left at the end of May. We've received only two applications for the open position. It's summer time, commissions are on their summer break but come August everyone will start meeting again. Unless something amazing happens and we get our favorite candidate soon we will need to talk about standing down meetings until the Clerk's office is staffed up.

b. Monthly FY26 YTD Report

PENDING BUSINESS

- #### **a. Resolution 26-041, A Resolution of the City Council of Homer, Alaska Directing the City Manager to Issue a Request for Proposals for Route Identification and Conceptual Planning for a Low-Impact Looped Hiking Trail above Karen Hornaday Park. Davis/Erickson.**

Memorandum CC-26-120 from Councilmembers Davis and Erickson as backup.

DAVIS/ADERHOLD MOVED TO ADOPT RESOLUTION 26-041 BY READING OF TITLE ONLY.

Discussion noted that this resolution corresponds with Ordinance 26-30. Instead of focusing on engineering, the goal is to focus on the most feasible route that focuses on the least amount of impact. Staff were encouraged to focus on getting easements in place for the trail to make the project move ahead so nothing gets stuck in some of those different issues.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RESOLUTIONS

COMMENTS OF THE AUDIENCE

Ella Davis, Homer Resident, said that she learned recently that the taxes paid to the City go into the permanent investment fund, which go into the Alaska Municipal League Investment Pool (AMLIP). AMLIP's investments go into many corporations that are engaged in contracts with the State of Israel. Caterpillar builds armored bulldozers in an exclusive contract with the Israeli army. These are essentially used as tanks and as weapons. Other companies do not go that far but have otherwise supported the state of Israel. The City's financial policy says that the mission of the Finance department is to respond in the most appropriate, open and fiscally responsible manner possible to Citizen's concerns. The City must do everything it can to ensure that the City's permanent investment fund is responsibly invested.

COMMENTS OF THE CITY ATTORNEY

COMMENTS OF THE CITY CLERK

Responding to discussion during the City Managers Report, City Clerk Woodruff commented that she has had positive experiences sharing the road with vehicles while using her e-bike on West Hill road.

COMMENTS OF THE CITY MANAGER

City Manager Jacobsen read a list of open jobs with the City.

COMMENTS OF THE MAYOR

COMMENTS OF THE CITY COUNCIL

Councilmember Venuti thanked the young people for coming out to the meeting and speaking on an important issue. We will be celebrating the birthday of our country on July 4th, and she hopes that everyone will attend the parade. Happy 4th, and have a safe summer. Thanks to Councilmembers Parsons and Aderhold who are putting together an ordinance to address the e-bike issues.

Councilmember Parsons thanked the young folks who came to the end of the meeting and made public comment. It's a reminder that small actions by a small body could have major repercussions and reverberations, for good and maybe for not good. He thanked Agnew::Beck for collecting 140 pages of public comment. Once you account for the petitions and additional comments, it was over 200 pages of public comment. Thank you to City Manager Jacobsen for all the meetings held recently on particular topics that are of interest. He was excited to see the newly painted crosswalk coming down Heath Street.

Councilmember Aderhold said that she was also very excited to see the crosswalk on Heath Street. It meant a lot to have the Planning Commission join council for the worksession and to be seated with them at the dais.

Councilmember Davis thanked all of the young people in attendance including his daughter Ella. He looks forward to working on the ordinance to address issues with the existing roadbed.

Councilmember Hansen said it was great to see Dr. Tortora.

Mayor Pro Tem Erickson said this next Saturday is the last day of Little League. That park has been full all month long. It's so nice to see so many volunteers that are doing so much for our kids. Soccer is going on,

football is going on, Pier One plays, and more. When she drove across the crosswalk on Heath Street, she wanted to call Pat Race to congratulate him! This has been an interesting few weeks because there has been a lot of loss. The month of July is such an important time to be thinking about safety on our roads and trails, no matter what vehicle you're driving. Our hearts go out to those that have had a lot of pain and sorrow in these last couple weeks. Happy fourth of July, it's going to be a big fun party.

ADJOURNMENT There being no further business to come before the Council, Mayor Pro Tem Erickson adjourned the meeting at 7:22 p.m. Next Regular Meeting is Monday, July 27, 2026 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.



MEMORANDUM

CC-26-134

Authorizing the Issuance of a Letter of Non-Objection to the Alcoholic Beverage Control Board Regarding the Application for a New Package Store Shipping Endorsement for Patel's

Item Type: Action Memorandum
Prepared For: Mayor Lord and City Council
Date: July 23, 2026
From: Amy Woodruff, City Clerk
Through: Melissa Jacobsen, City Manager

The City Clerk's Office has been notified by the Alcohol and Marijuana Control Office of an application for a New Package Store Shipping Endorsement by the following entity:

License Type: Package Store
License #: 3176
DBA Name: Patel's
Service Location: 4470 Homer Spit Rd, Ste C, Homer, AK 99603
Licensee: Uncle Thirsty's LLC
Contact Person: Tom Beck

RECOMMENDATION

Voice non-objection and approval for the new Package Store Shipping Endorsement.

Fiscal Note: Revenues

From: [Michael Scanlon](#)
To: [Amy Woodruff](#)
Subject: RE: LGB Notice of Complete Package Store Shipping Endorsement Application for PSL #3176 Patel's
Date: Wednesday, July 22, 2026 12:33:24 PM
Attachments: [image001.png](#)

Amy,

Send them wherever you need to, it's not a problem.

The Homer Police Department has no objections to the renew of licensure for LGB Notice of Complete Package Store Shipping Endorsement Application for PSL #3176 Patel's.

Thank you,



Michael Scanlon

Chief of Police

Homer Police Department

625 Grubstake Ave

Homer, AK 99603

907-235-3150 (W)

907-235-3151 (F)

907-399-8122 (C)

Mscanlon@ci.homer.ak.us

From: Amy Woodruff <AWoodruff@ci.homer.ak.us>
Sent: Wednesday, July 22, 2026 12:20 PM
To: Michael Scanlon <Mscanlon@ci.homer.ak.us>
Subject: FW: LGB Notice of Complete Package Store Shipping Endorsement Application for PSL #3176 Patel's

Chief, this is the last AMCO notice I'll send along for now, please let me know if HPD has any objections to this application for a new license.

Amy Woodruff
City Clerk



June 30, 2026

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

Amy Woodruff, City Clerk
City of Homer

RE: Non-Objection of Application

Licensee/Applicant	:	Uncle Thirsty's, LLC
Business Name	:	Patel's
License Type	:	Package Store
License Location	:	4470 Homer Spit Road Suite C, City of Homer
License No.	:	3176
Application Type	:	New Package Store Shipping Endorsement

Dear Ms. Woodruff,

This serves to advise that the Kenai Peninsula Borough has reviewed the referenced application for tax compliance and determined that all tax accounts associated with the licensee/applicant are in good standing. Therefore, KPB has no objection to the new package store shipping endorsement.

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

Sincerely,

Michele Turner, MMC
Borough Clerk

cc: dearunclethirsty@gmail.com

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

June 23, 2026

City of Homer

VIA Email: mjacobsen@ci.homer.ak.us; clerk@ci.homer.ak.us; awoodruff@ci.homer.ak.us;

Kenai Peninsula Borough

VIA Email: micheletturner@kpb.us; sessert@kpb.us; mjenkins@kpb.us; nscarlett@kpb.us; rraidmae@kpb.us;
slopez@kpb.us; hmills@kpb.us; jwest@kpb.us

License Type:	Package Store	License Number:	3176
Licensee:	Uncle Thirsty's LLC		
Doing Business As:	Patel's		
Premises Address	4470 Homer Spit Rd, Ste C, Homer, AK 99603		
Endorsement Type(s):	New Package Store Shipping Endorsement #60490		

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 305.085(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,
Anna White, Licensing Examiner II
For
Kevin Richard, Director
amco.localgovernmentonly@alaska.gov



Document reference ID : 6533

Licensing Application Summary

Application ID: 6533

Applicant Name: Uncle Thirsty's Llc

License Type applied for: Package Store Shipping Endorsement (PSSE) (AS 04.09.460)

Application Status: In Review

Application Submitted On: 12/11/2025 01:32 PM AKST

Entity Information

Business Structure: Limited liability company

FEIN/SSN Number: [REDACTED]

Alaska Entity Number (CBPL): 10189583

Entity Contact Information

Name	Phone	Email	Relation
Tom Beck	[REDACTED]	[REDACTED]	Designated Licensee

Mailing Address: 369 E Pioneer Avenue, Homer, AK, 99603, USA

Tell Us About You

Authority Type: I am authorized use [REDACTED] the designated licensee with binding authority

Prefix: Mr

Legal First Name: Tom

Legal Last Name: Beck

Email Address: [REDACTED]

Phone Number: [REDACTED]

Additional Authorized Users

Legal Name	Relation with Applicant
Sonja Beck	Executive Management

Registered Agent Information

Name Tom Beck

Agent's Phone Number [REDACTED]

Agent's Email [REDACTED]

Address 369 E. Pioneer Ave, Homer, AK, 99603, USA

The registered agent is either an individual resident of the state or a domestic corporation authorized to transact business in the state and whose business office is the same as the registered office? Yes

Ownership / Principal Party Details

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

Premises Address

Address: 4470 Homer Spit Rd, Ste C, Homer, AK, 99603, USA

Does the proposed site include a valid street address? Yes

Primary license number

Primary License Information

License Number - 3176 - Package Store
License(PSL) - Homer

Basic Business information

Business/Trade Name:

Patel's

Local Government and Community Council Details

City/Municipality

Homer

Borough

Kenai Peninsula Borough

Attestations

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

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

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

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

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any information or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a

license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

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

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

Signature

This application was digitally signed by : Thomas Beck on 12/11/2025 01:22 PM AKST

Payment Info

Payment Type : CC

Payment Id: c31a0a8d-2f40-4e69-8595-ca9ff624a706

Receipt Number: 101227668

Payment Date: 12/11/2025 01:33 PM AKST



MEMORANDUM

CC-26-135

Confirming the Appointment of Elizabeth Lakshmi Kanter to the Planning Commission

Item Type: Action Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: July 22, 2026
From: Amy Woodruff, City Clerk

SUMMARY:

Planning Commissioner Samuel Walker submitted his resignation for the Planning Commission (PC) on June 26, 2026. His resignation created an opening that can be filled by a city resident or a non-resident (NR).

The City Clerk's office has received three applications for the open seat on the PC. The Council Operating Manual, states "Applications for appointment to boards and commissions will be on file in the City Clerk's office for those considered for appointment. The Mayor will submit a list the names of those considered to the City Council." The applicants are listed below in the order applications were received along with their resident/non-resident status:

- Elizabeth Lakshmi Kanter (NR)
- Sean Dickson (NR)
- Harold Shepard (NR)

Mayor Lord has appointed Elizabeth Lakshmi Kanter to the PC seat, subject to confirmation by City Council.

RECOMMENDATION:

Approve this memorandum to confirm the resignation of Samuel Walker and the appointment of Elizabeth Lakshmi Kanter to the Planning Commission

ATTACHMENTS:

Resignation of Samuel Walker; application of Elizabeth Lakshmi Kanter to the Planning Commission

From: [Sammy Walker](#)
To: [Rachel Lord](#)
Cc: [Amy Woodruff](#)
Subject: HAPC resignation
Date: Friday, June 26, 2026 4:28:01 PM

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

Hi Rachel, Amy—

I'm afraid I need to resign from my seat on the planning commission (effective immediately) in order to take care of an ongoing family emergency. I simply don't have the time to devote to this that it deserves. I'm really bummed to back out of a commitment like this but I just need to put other things first right now.

Thank you

-Sammy

Sammy Walker
Alaska Timberframe



From: [Application for Appointment to an Advisory Body](#)
To: [Department Clerk](#)
Subject: ** Application for Appointment **
Date: Wednesday, July 8, 2026 5:36:46 PM

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

Submitted on Wednesday, July 8, 2026 - 5:36pm

Submitted by anonymous user: 162.142.118.29

Submitted values are:

Applicant Information

Full Name Elizabeth Lakshmi Kanter

Physical Address Where you Claim Residency 65370

Diamond Ridge Rd. Homer AK 99603

Mailing Address PO Box 1195 Homer AK 99603

Phone Number(s) [REDACTED]

Advisory Bodies 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.

Residency

Are you a City Resident? No

How long have you been a resident of the South Peninsula Area? Mostly here since June 2024. Back and forth from late 2021-mid2024. Lived in Homer 2004-5.

Background Information

Have you ever served on a similar advisory body?

No

Other memberships Homer Chamber of Commerce
Special Training & Education

Served as general contractor for my personal major home renovation in the Borough. Have been a homeowner and landlady out of state since 2010.

Have been coaching individuals around health, wellbeing and mindset since 2011 - much of which is based in presence, awareness, skillful listening and inquiry.

Familiar with Roberts Rules of Order from 4 years of high school Model UN.

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

I lived in Homer over 20 years ago, and remember when owning land here was more affordable. I was astonished and dismayed to learn of how many teachers and others with full time, gainful

employment have had difficulty finding and affording year round housing - and how many of these people live out of their cars in the summer.

I understand there are numerous additional commercial and civic ripples that also require attention as the population increases. Growth is a good thing, and thoughtful planning can support the entirety of the community in growing together to allow Homer to continue to flourish with less bumps along the way. I look forward to the opportunity to participate in the Planning Commission and being a part of this process!

For Planning Commission Only: Have you ever developed real property other than a personal residence? No

Email [REDACTED]

The results of this submission may be viewed at:

<https://www.cityofhomer-ak.gov/node/9051/submission/54903>



MEMORANDUM

CC-26-136

Ordinance 26-35 An Ordinance of the City Council of Homer Alaska Amending the FY27 Capital Budget by Appropriating \$100,000 rom the Homer Accelerated Roads and Trails (HART) Roads fund towards the South Slope Drive Culvert Replacement.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: June 25, 2026
From: Daniel Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

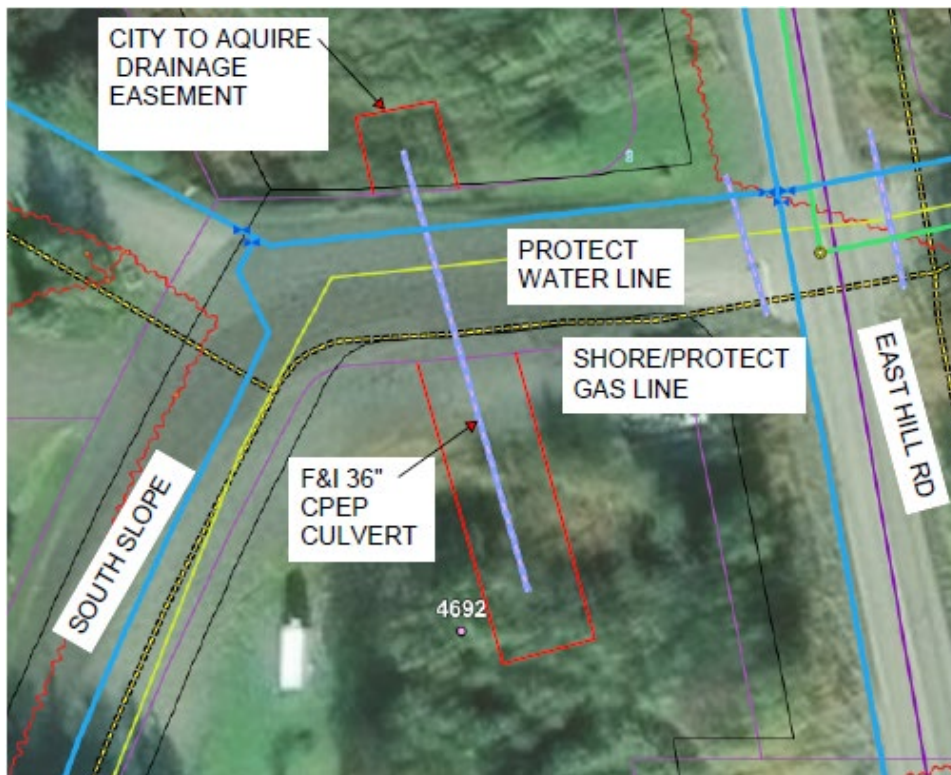
SUMMARY:

This Ordinance is requesting funding to replace a failing and collapsing culvert on the north end of South Slope Drive.

BACKGROUND:

A member of the public in the vicinity called in to let the Public Works Department know that a culvert in their neighborhood was washing out. Upon investigation it was determined that this 36-inch diameter culvert has rusted out along the bottom of the culvert. Water is entering the culvert on the inlet (upstream) side of the culvert, however was discharging out of the ground and into the deep downstream drainage ravine from outside of the culvert. It was determined that the water is exiting the culvert somewhere below ground and is eroding the soils from below the road or near the road edge. The southern 20-ft of the culvert has broken and collapsed into the ravine, and the top of the ravine (or edge of the fill) has been eroding away from the failed culvert.

This culvert is approximately 130-ft long and due to its length is fairly deep on its downhill side. Doing the replacement with City Staff and equipment is possible, however a project of this size places a significant burden on City resources and could take a week or two to perform, taking precious time away from performing routine seasonal maintenance. Therefore, it is more efficient to contract this work out to a company who has the equipment and manpower to expedite this repair. The image below shows the subject culvert.



Public Works Staff have created a simple design drawing and cost estimate for the project. The project is estimated to cost approximately \$90,000. There does not appear to be a drainage easement established for this culvert, so the City will be requesting drainage easements from the neighboring properties as depicted by the red lines in the figure. The cost of survey and easement documentation has been factored into the cost estimate. The Public Works Department is requesting a modest 10% contingency to cover any unexpected costs. Staff is requesting \$100,000 from HART Roads to fund this culvert replacement project.

In addition, Public Works plans to open the portion of South Slope Drive that was constructed as a means for traffic to exit the subdivision during the South Slope Water Main construction project; that project was narrowed down to a trail. A majority of the roadbed is still in place, and the work can be funded through the Public Works operating budget and completed by staff. The plan is to leave the road section open as this section will provide for continuity of travel and emergency response in the event of road failure or major construction on East Hill Road. If a major event causes a closure of East Hill Road, residents and emergency responders above South Slope would be required to travel up and over West Skyline to West Hill Road to access this area.

RECOMMENDATION: Adopt an ordinance to appropriate HART funds for the South Slope Drive Culvert Replacement Project.

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	South Slope Drive Culvert Replacement	DATE	07/23/2026
DEPARTMENT	Public Works	SPONSOR	City Manager/PW Director
REQUESTED AMOUNT	\$ 100,000		

DESCRIPTION	A one hundred and thirty foot long culvert on the north end of South Slope Drive has failed and drainage water is beginning to wash away portions of the road's side slope. Residents of this neighborhood rely on South Slope Drive as their only means of ingress and egress out of this neighborhood. Public Works Staff have created a simple design and cost estimate for the project. This culvert extends on to private property and does not currently have a drainage easement for being on private property.
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	100%	0%	0%	0%

FUNDING SOURCE 1: HART Roads		FUNDING SOURCE 2:		FUNDING SOURCE 3:	
Current Balance	\$ 5,187,950	Current Balance	_____	Current Balance	_____
Encumbered	\$ 3,818,708	Encumbered	_____	Encumbered	_____
Requested Amount	\$ 100,000	Requested Amount	_____	Requested Amount	_____
Other Items on Current Agenda	\$ 0	Other Items on Current Agenda	_____	Other Items on Current Agenda	_____
Remaining Balance	\$ 1,269,241	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 26-35

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY27 CAPITAL BUDGET BY APPROPRIATING
\$100,000 FROM THE HOMER ACCELERATED ROADS AND TRAILS
(HART) ROADS FUND TO FUND THE SOUTH SLOPE DRIVE
CULVERT REPLACEMENT PROJECT.

WHEREAS, A one hundred and thirty foot long culvert on the north end of South Slope Drive has failed and drainage water is beginning to wash away portions of the road's side slope; and

WHEREAS, Residents of this neighborhood rely on South Slope Drive as their only means of ingress and egress out of this neighborhood; and

WHEREAS, Public Works Staff have created a simple design and cost estimate for the project; and

WHEREAS, This culvert extends on to private property and does not currently have a drainage easement for being on private property; and

WHEREAS, Establishment of drainage easement is factored into this project; and

WHEREAS, This project is estimated to cost approximately \$90,000 and the Public Works Department is requesting a modest contingency for a total of \$100,000 from the HART Roads Fund to fund the culvert replacement; and

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY27 Capital Budget by appropriating \$100,000 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
160-xxxx	South Slope Dr. Culvert Replacement	\$100,000

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___th day of August, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



MEMORANDUM

CC-26-137

Ordinance 26-37, An Ordinance of the City Council of Homer, Alaska Amending the FY27 Capital Budget by appropriating \$7,500 from the Water CARMA Fund and \$7,500 from the Sewer CARMA Fund to supplement existing funding for the Water/Wastewater SCADA Upgrade Project.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: July 15, 2026
From: Daniel Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

SUMMARY:

The existing Water/Wastewater SCADA (Supervisory Control and Data Acquisition) Upgrade project encountered a funding shortfall of \$15,000 due to unanticipated expenses. This Ordinance looks to fill this shortfall.

BACKGROUND:

The Water/Wastewater SCADA Upgrade project was initiated as part of the FY 2025 capital budget via Ordinance 24-24(A). The project is underway and had encountered some unanticipated expenses causing a budget shortfall. This project includes computer hardware and software upgrades to existing equipment and software that was beyond the "end of life" and was identified as being susceptible to cybersecurity threats. This funding will fill in the budget shortfall.

RECOMMENDATION:

Public Works Staff recommends adoption of this ordinance.

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Additional Funding - SCADA Upgrade</u>	DATE	<u>07/23/2026</u>
DEPARTMENT	<u>Public Works</u>	SPONSOR	<u>City Manager/PW Director</u>
REQUESTED AMOUNT	<u>\$ 15,000</u>		

DESCRIPTION	The existing Water and Wastewater Supervisory Control and Data Acquisition (SCADA) equipment and software have exceeded their intended life and were identified as being susceptible to cybersecurity threats. Upgrading the SCADA equipment and software was included in the FY25 capital budget via Ordinance 24-24(A). The project encountered unanticipated budget shortfall. This funding request is intended to fill the budget shortfall to allow completion of this project.
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	0%	50%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	50%

FUNDING SOURCE 1: Water CARMA		FUNDING SOURCE 2: Sewer CARMA		FUNDING SOURCE 3:	
Current Balance	<u>\$ 1,764,443</u>	Current Balance	<u>\$ 1,013,733</u>	Current Balance	<u> </u>
Encumbered	<u>\$ 743,567</u>	Encumbered	<u>\$ 89,734</u>	Encumbered	<u> </u>
Requested Amount	<u>\$ 7,500</u>	Requested Amount	<u>\$ 7,500</u>	Requested Amount	<u> </u>
Other Items on Current Agenda	<u>\$ 0</u>	Other Items on Current Agenda	<u>\$ 0</u>	Other Items on Current Agenda	<u> </u>
Remaining Balance	<u>\$ 1,013,376</u>	Remaining Balance	<u>\$ 916,499</u>	Remaining Balance	<u> </u>
FUNDING SOURCE 4:		FUNDING SOURCE 5:		FUNDING SOURCE 6:	
Current Balance	<u> </u>	Current Balance	<u> </u>	Current Balance	<u> </u>
Encumbered	<u> </u>	Encumbered	<u> </u>	Encumbered	<u> </u>
Requested Amount	<u> </u>	Requested Amount	<u> </u>	Requested Amount	<u> </u>
Remaining Balance	<u> </u>	Remaining Balance	<u> </u>	Remaining Balance	<u> </u>

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 26-36

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY27 CAPITAL BUDGET BY APPROPRIATING AN
ADDITIONAL \$7,500 FROM THE WATER CAPITAL ASSET REPAIR
AND MAINTENANCE ALLOWANCE (CARMA) FUND AND AN
ADDITIONAL \$7,500 FROM THE SEWER CARMA FUND TO
COMPLETE THE WATER/WASTEWATER SCADA UPGRADE
PROJECT.

WHEREAS, The existing Water and Wastewater Supervisory Control and Data
Acquisition (SCADA) equipment and software have exceeded their intended life and were
identified as being susceptible to cybersecurity threats; and

WHEREAS, Upgrading the SCADA equipment and software was included in the FY25
capital budget via Ordinance 24-24(A); and

WHEREAS, The project encountered unanticipated budget shortfall; and

WHEREAS, This funding request is intended to fill the budget shortfall to allow
completion of this project; and

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY27 Capital Budget by
appropriating an additional \$7,500 from Water CARMA and an additional \$7,500 from Sewer
CARMA as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
256-0378	Water CARMA	\$7,500
256-0379	Sewer CARMA	\$7,500

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this __ day of August 2026.

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CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



MEMORANDUM

CC-26-138

Ordinance 26-37 an Ordinance of the City Council of Homer, Alaska Amending Homer City Code 21.76.020 Review of Traffic Impact Analysis to Direct that an Applicant Must Contract with an Engineer When a Traffic Impact Analysis Is Required.

Item Type: Action Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: July 23, 2026
From: Ryan Foster, City Planner
Through: Melissa Jacobsen, City Manager

The purpose of this ordinance is to reassign contracting for Traffic Impact Analysis (TIA) studies from the City to the applicant. The requirement that the City Planner contract with an engineer to perform a traffic impact analysis creates an administrative burden without a commiserate increase in the quality of the traffic impact analysis process and report.

Current Process and Administrative Burden

Currently, Homer City Code requires the City Planner to contract and manage TIA studies. Applicants provide the City with a check to pay for the study with an additional 10% administrative fee. This money is placed in a City project account where all invoicing for the project occurs. The project management of a TIA is time consuming for the City Planner. Tasks include hiring a qualified engineering firm, project scoping and scheduling, project coordination meetings, managing/coordinating with all project parties, resolving project issues/conflicts, and invoicing. In addition, a TIA is likely to be required for a conditional use permit application, and it is somewhat awkward to have a primary role of providing analysis, findings, and recommendation to the Planning Commission for a conditional use permit application, when as City Planner was the project manager for a significant application component, the TIA.

Proposed Process

This ordinance would reassign contracting with an engineer for a required TIA from the City Planner to the applicant. All other sections of HCC 21.76 remain unchanged; including retaining the right to review and comment on the traffic impact analysis report and request further analysis and clarification when necessary. The City Planner would be able to dedicate time and effort to other department duties in lieu of TIA project management, while still providing critical analysis of TIAs and their associated permit applications.

Question of Timing

The City of Homer is currently going through a process to update the Title 21 Zoning Code, so the question of why make this change now is a relevant one. There are a few reasons to consider making this change now:

- I have spent approximately the last six months as project manager for a TIA for a project on East End Road, so the administrative burden is fresh in my mind.
- After preliminary discussions, there is a potential for a new project to require a TIA before the update of the Title 21 Zoning Code occurs.
- This change in code is simple to implement, it changes one word in code, swapping the requirement for contracting from the “City” to the “applicant”.

Planning Commission Recommendation

The Planning Commission held a public hearing on June 17, 2026, and recommended City Council adopt Ordinance 26-37. Attached are Staff Report 26-016 and the June 17, 2026 Planning Commission Unapproved Meeting Minutes with detailed information on the application and public hearing.

RECOMMENDATION:

The Planning Commission recommends City Council adopt Ordinance 26-37.

ATTACHMENTS:

Planning Commission Staff Report 26-016

June 17, 2026 Planning Commission Unapproved Meeting Minutes



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Staff Report PL 26-016

TO: Homer Planning Commission
FROM: Ryan Foster, City Planner
DATE: June 17, 2025
SUBJECT: ORDINANCE 26-XX, AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING HOMER CITY CODE 21.76.020 REVIEW OF TRAFFIC IMPACT ANALYSIS TO REMOVE THE REQUIREMENT FOR THE CITY PLANNER TO CONTRACT WITH AN ENGINEER WHEN A TRAFFIC IMPACT ANALYSIS IS REQUIRED

Introduction

The purpose of this ordinance is to reassign the contracting for Traffic Impact Analysis (TIA) studies from the City to the applicant. The requirement that the City Planner contract with an engineer to perform a traffic impact analysis creates an administrative burden without a commensurate increase in the quality of the traffic impact analysis process and report. All other sections of HCC 21.76 remain unchanged; including retaining the right to review and comment on the traffic impact analysis report and request further analysis and clarification when necessary.

Per HCC 21.95.010 Initiating code amendment

An amendment to this title may be initiated by any of the following:

- a. A member of the City Council;
- b. A member of the Planning Commission;
- c. The City Manager;
- d. The City Planner; or
- e. A petition bearing the signatures, and the printed names and addresses, of not less than 50 qualified City voters. [Ord. [10-58](#), 2011].

Per HCC 21.95.010, an amendment to this title has been initiated by the City Planner.

HCC 21.95.040 Planning Department review of code amendment

The Planning Department shall evaluate each amendment to this title that is initiated in accordance with HCC 21.95.010 and qualified under HCC 21.95.030, and may recommend approval of the amendment only if it finds that the amendment:

a. Is consistent with the Comprehensive Plan and will further specific goals and objectives of the plan.

Analysis: There are multiple goals and objectives from the 2045 Comprehensive Plan that support this text amendment to reassign contracting for TIA's:

Land Use and Environment Goal B: Plan for responsible development that balances environmental impacts, community connections, and infrastructure capacity.

This code amendment improves a process that provides responsible development that balances community connections and infrastructure capacity by requiring a TIA study to consider traffic impacts of a substantial project in the community.

Economic Development, Goal D: Develop and maintain sustainable, accessible infrastructure that supports a thriving local economy.

This code amendment improves a process that helps develop and maintain sustainable and accessible infrastructure that supports the local economy. TIA's are typically associated with new projects that have increased traffic impacts that should have additional analysis.

Transportation, Goal B: Maintain a safe and sustainable motorized transportation network within Homer year-round to support the movement of people and goods throughout the Greater Homer Area.

This code amendment improves a process tied directly to traffic studies that helps maintain a safe and sustainable motorized transportation network in Homer by analyzing the traffic impacts of substantial new projects/developments.

Finding: The proposed amendment is consistent with the Comprehensive Plan.

b. Will be reasonable to implement and enforce.

Analysis: The proposed amendment is simple and straightforward and is not difficult to implement and enforce, simply a reassignment of responsibility of contracting for Traffic Impact Analysis studies from the City Planner to the applicant.

Finding: The proposed amendment will be reasonable to implement and enforce.

c. Will promote the present and future public health, safety and welfare.

Analysis: The proposed amendment is an improvement to a process that is directly involved in the future public health, safety, and welfare of Homer when traffic impacts are studied via a TIA.

Finding: The proposed amendment will promote the present and future public health, safety, and welfare.

d. Is consistent with the intent and wording of the other provisions of this title.

Analysis: The intent and wording of the other provisions of this title are consistent with the proposed reassignment of contracting for TIA's. No other changes are proposed other than the contracting provision.

Finding: The proposed amendment is consistent with the intent and wording of the other provisions of this title.

Recommendation: *Staff recommends the Planning Commission recommend approval of the proposed text amendment to the Homer City Council.*

Attachments:

Draft Ordinance 26-XX

1. CALL TO ORDER, 6:32 P.M.

PRESENT: HARNESS, SCHNEIDER, H. SMITH, S. SMITH, VENUTI

ABSENT: WALKER

2. AGENDA APPROVAL

HARNESS/SCHNEIDER MOVED TO ADOPT THE AGENDA AS AMENDED.

Commissioner Keiser arrived 6:33 p.m.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

3. PUBLIC COMMENTS The public may speak to the Commission regarding matters on the agenda that are not scheduled for public hearing or plat consideration. (3-minute time limit).

4. RECONSIDERATION

5. CONSENT AGENDA All items on the consent agenda are considered routine and non-controversial by the Planning Commission and are approved in one motion. There will be no separate discussion of these items unless requested by a Planning Commissioner in which case the item will be moved to the regular agenda.

~~5. A. ———— Decisions and Findings CUP 26-02, 3267 E Street~~ Moved to Pending Business at request of Commissioner Harness.

5. B. Decisions and Findings CUP 26-03, 139 Skyline Drive

SCHNEIDER/KEISER MOVED TO APPROVE CONSENT AGENDA AS AMENDED.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

6. PRESENTATIONS / VISITORS

7. REPORTS

7. A. City Planner's Report, Staff Report 26-015

Planner Foster provided a verbal summary of his staff report and requested a commissioner to report to Council at the June 22nd Council meeting.

Chair S. Smith noted that he will be absent for the July 15 meeting and that he will report to Council on June 22nd.

8. PUBLIC HEARINGS

8. A. Ordinance 26-XX, an Ordinance of the City Council of Homer, Alaska Amending Homer City Code 21.76.020 Review of Traffic Impact Analysis to Remove the Requirement for the City Planner to Contract with an Engineer When a Traffic Impact Analysis Is Required, Staff Report 26-016

JUNE 17, 2026

REGULAR MEETING

Chair S. Smith introduced the item and deferred to Planner Foster for an explanation of the item.

Planner Foster explained that the purpose of the ordinance is to amend City Code to reassign this responsibility from the City to the applicant. All other sections remain unchanged. He noted that Homer is unusual in assigning this responsibility to City staff instead of an applicant, and that all Traffic Impact Analyses (TIAs) must be completed by a licensed engineer.

Chair S. Smith opened the Public Hearing. There were no comments and the hearing was closed.

Discussion included that Planner Foster has ordered two TIAs in the time he has been City Planner, and that there might be one per year or every couple of years. There is no context for why the City has been managing TIAs, but Planner Foster said he could speculate that it might be to remove the possibility of a conflict of interest where a firm is producing a TIA for an applicant. He confirmed that there is no cost shifting effect, as under the current policy all costs are borne by the applicant. The requirements for TIAs and all triggers to require a TIA will remain unchanged in code.

Commissioner Keiser disclosed that she no longer works for Kinney Engineering, which is a transportation planning firm that conducts TIAs. She confirmed that it's non-standard in her experience to have a TIA contracted directly with the City. It can be awkward to have a third party involved. The TIA is very process-driven so there is not much room for things to deviate from the standard.

SCHNEIDER/HARNESS MOVED TO RECOMMEND APPROVAL OF THE PROPOSED ORDINANCE 26-XX TO REMOVE THE REQUIREMENT FOR THE CITY MANAGER TO CONTRACT WITH AN ENGINEER WHEN A TRAFFIC IMPACT ANALYSIS IS REQUIRED.

It was noted that this motion should be corrected to replace "City Manager" with "City Planner"

H.SMITH/SCHNEIDER MOVED THE PREVIOUS QUESTION

VOTE(Previous question): NON-OBJECTION. UNANIMOUS CONSENT.
Motion carried.

VOTE(Main motion):NO KEISER, HARNESS, SCHNEIDER, H. SMITH, S. SMITH, VENUTI

Motion failed.

SCHNEIDER/S.SMITH MOVED TO RECOMMEND APPROVAL OF THE PROPOSED ORDINANCE 26-XX TO REMOVE THE REQUIREMENT FOR THE CITY PLANNER TO CONTRACT WITH AN ENGINEER WHEN A TRAFFIC IMPACT ANALYSIS IS REQUIRED.

VOTE: YES: KEISER, HARNESS, SCHNEIDER, H.SMITH, S.SMITH

NO: VENUTI

Commissioner Keiser raised concern about the wording of the motion, noting that it could be improved to clarify the purpose of the ordinance and reduce confusion. City Clerk Woodruff noted that any person who voted on the prevailing side of a motion can move to reconsider it within 48 hours, including during the meeting.

Commissioner H. Smith said that the title of the ordinance could have been worded in a way that was less confusing, but he feels that the ordinance itself is straightforward enough.

Commissioner Schneider stated that regardless of how the motion is crafted, the ordinance is clear.

9. PLAT CONSIDERATION

**CITY OF HOMER
HOMER, ALASKA**

City Manager/City Planner

ORDINANCE 26-37

**AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING HOMER CITY CODE 21.76.020 REVIEW OF TRAFFIC
IMPACT ANALYSIS TO DIRECT AN APPLICANT TO CONTRACT
WITH AN ENGINEER WHEN A TRAFFIC IMPACT ANALYSIS IS
REQUIRED.**

WHEREAS, Homer City Code 21.76.020(a) requires the City Planner to contract with an engineer to perform a traffic impact analysis when a traffic impact analysis is required by a provision of the Homer City Code; and

WHEREAS, the requirement that the City Planner contract with an engineer to perform a traffic impact analysis creates an administrative burden without a commiserate increase in the quality of the traffic impact analysis process and report; and

WHEREAS, On June 17, 2026, Per HCC 21.95.010, an amendment to this title was initiated by the City Planner; and

WHEREAS, The Planning Commission held a public hearing on June 17, 2026, and recommended City Council adopt Ordinance 26-37; and

WHEREAS, the City of Homer has determined that it would be preferable for the developer or applicant to contract with an engineer directly to perform these studies while still retaining the right to review and comment on the traffic impact analysis report and request further analysis and clarification when necessary.

NOW THEREFORE, The City of Homer Ordains:

Section 1. Homer City Code 21.76.020 Review of Traffic Impact Analysis is hereby amended to read as follows:

21.76.020 Review of Traffic Impact Analysis

a. A traffic impact analysis must compute traffic generated by a development in accordance with the Institute of Traffic Engineers' Trip Generation Handbook (current edition). The City Planner will, in his or her discretion, require a traffic impact analysis based upon local traffic generation values. A traffic impact analysis must be prepared by an

engineer licensed under AS 08.48 following guidelines approved by the City Planner and contracted by the City applicant.

b. The analysis must be submitted to the City for review and comment under HCC 21.76.200.

c. All traffic impact analysis costs will be borne by the applicant.

Section 2. This Ordinance is of a permanent and general character. and shall be included in the City Code.

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

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

Introduction:
Public Hearing:
Second Reading:
Effective Date:

YES:
NO:
ABSTAIN:
ABSENT:



MEMORANDUM

CC-26-139

Resolution 26-046, a Resolution of the City Council of Homer, Alaska amending the City of Homer Procurement Policy Manual to allow for electronic submission of bid and proposals.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: July 17, 2026
From: Amy Woodruff, City Clerk
Through: Melissa Jacobsen, City Manager

BACKGROUND:

The proposed revisions to the Procurement Policy Manual allow for the City to implement electronic submission of bids and proposals when it is deemed appropriate. This resolution makes changes that conform the Procurement Policy Manual with code changes proposed in Ordinance 26-32.

ATTACHMENTS:

Draft revised Procurement Policy Manual

Procurement Policy and Procedures Manual



Adopted by Resolution 24-083:

City Clerk's Office
491 E. Pioneer Avenue
Homer, AK 99603
(907) 235-3130
clerk@cityofhomer-ak.gov
www.cityofhomer-ak.gov/cityclerk

UPDATED 9/25/13; 8/26/24



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1. General Policies

This manual is provided as guidance to all procurement activity in the City of Homer. It has been developed to ensure compliance with the direction of the City Council, the Homer City Code, and sound business practices. Policies and procedures in this manual assume procurement amounts have been approved by City Council through the budgeting process. All amounts that exceed departmental budgets and that were not a part of the budget process require approval by the City Council. The manual will be developed, maintained, and implemented by the Finance Director. The City Manager will be responsible for ensuring compliance throughout City functions. Updates to the manual will be approved by City Council. The procurement manual shall be reviewed annually by the Finance Department to ensure compliance with state and federal laws and regulations.

1.1 Purpose

The purpose of the contained policies and procedures is to ensure that supplies, materials, services, and construction are procured efficiently, effectively, and at the most favorable prices available without creating unreasonable administrative burdens and restrictions.

The City aims to provide for the fair and equitable treatment of all persons or organizations involved in the provision of goods and services to the city while maximizing the purchasing value of public funds. The City's purchasing actions shall be in compliance with applicable state and federal standards, regulations and laws. This manual is intended to be used alongside Homer City Code.

1.2 Compliance

When a procurement involves the expenditure of state or federal grant, assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory local, state, or federal law and regulation. Nothing in this manual shall prevent the City from complying with the terms and conditions of any grant, gift, or bequest which is otherwise consistent with the law.

1.3 Changes in Policy/Procedure

The City Manager and Department directors are authorized by the City Council to take limited procurement actions necessary to implement approved budgets, and they may further delegate this authority, in whole or in part, to such delegates as they may appoint in writing. These actions include signing and making changes to contracts/purchase orders.

1.4 Authorization and Approvals

Levels of authority to commit funds or perform related procurement activities of the City have been established by the City Council. Depending on the situation as outlined in this manual and/or City Code, Procurement actions outside prescribed limits set for department directors and the City Manager shall be submitted to the City Council for approval.

Department directors or the City Manager may grant spending authority to designated staff for amounts up to the director's own maximum authority. A memorandum appointing a designee must be on file with the Finance Department. The memorandum shall include justification for the designation, period of designation, specific approval limitations, and shall be signed by the Department Director, City Manager and Finance Director, as outlined in 2.1 Procurement Matrix.

Purchase Authorization Levels:	Maximum
Departmental Staff	\$1,000
Division Director/Second in Command	\$5,000



Department Director (single signature)	\$10,000
Department Director, Finance Director, & City Manager (combined signatures)	\$50,000
City Council	\$50,000+

1.5 Documentation of Purchase Process

Every undertaking of the City involving the expenditure of City money, no matter the amount, shall be in writing in the form of a purchase order, check request, P-Card, written communication, travel voucher or contract, as may be appropriate. Required documentation is referenced in 2.1 Procurement Matrix.

1.5.a Clarifications

- A. No officer or employee of the City shall have the authority to enter into any oral agreement involving the expenditure of money.
- B. Separate purchase orders shall not be issued for the purpose of circumventing the requirements and limitations of this title.
- C. References in this manual to matters required to be in "writing" or to be "written" may include electronic communication unless procedures are otherwise prescribed.

1.6 Verification of Funds Available and Budgeted

The department director is responsible for ensuring funds are available and allocated within the appropriate departmental budget before purchases are made. The Finance Department will verify availability of funds and encumber procurements as appropriate.



2. Procurement Policies

2.1 Procurement Matrix

Purchase Type & Amount	Procurement Process	Documentation Required	Authorization	Council Notification
Incidental <\$5,000	On open market with reasonable and practical competition	Purchase Order or Check Request as appropriate Receipt, Packing Slip, Invoice	Division Director/Second in Command	none
Small \$5,000 - \$10,000	On open market with such competition (2 quotes) as reasonable and practical. Award to lowest qualified quote.	Purchase Order or Check Request as appropriate All quotes gathered Receipt, Packing Slip, Invoice	Department Director	none
Intermediate \$10,000 - \$50,000	On open market with such competition (3 quotes) as reasonable and practical. Award to lowest qualified quote.	Purchase Order or Check Request as appropriate All quotes gathered Receipt, Packing Slip, Invoice	City Manager Finance Director Department Director	At next scheduled meeting
Large >\$50,000	Competitive bids or proposals	Bid or proposal Documented selection process/decision making Contract	City Manager Finance Director Department Director	Council notification of bid/proposal process. Council Approval Required BEFORE purchase

2.2 Incidental (less than \$5,000)

Incidental purchases are those purchases less than \$5,000 for one item or in aggregate. These purchases may require a purchase order (PO) and/or check request. Items may also be purchased using a Procurement Card (P-Card) as indicated in the respective section of this manual. Division Director/Second in Command must approve purchases over \$1,000 and up to \$5,000.

2.3 Small Purchases (less than \$10,000)

Small purchases are those between \$5,000 and \$10,000 for one item or in aggregate. Small purchases require at least two quotes with the purchase being made from the vendor with the lowest qualified quote. See 2.1 Procurement Matrix for examples. Small purchases must be approved by the department director before purchasing.

2.4 Intermediate Purchases (\$10,000 - \$50,000)



Purchases between \$10,000 and \$50,000 that are allocated for in the current operating and capital budget shall be approved by the department director, Finance Director, and City Manager. Procurement procedures should include the collection of at least three quotes as is reasonable and practical. The purchase will be made from the vendor with the lowest qualified quote. Refer to HCC 3.16.060 for exceptions to bidding requirements and HCC 3.16.080 for local bidder preference guidelines. Purchases not budgeted for in the current fiscal year operating and capital budget require an ordinance for appropriation by council.

However, to create a more competitive environment to ensure the best possible value for the City, the department director or City Manager may determine that a sealed bid process is to be used instead.

2.5 Large Purchase (\$50,000+)

Purchases over \$50,000 require the City Manager to request competitive bids or proposals with notification to the City Council.

The City Manager may determine that a proposal process is the preferred method of procurement when the City would benefit from contractor/supplier to propose unique or innovative approaches to meet the procurement requirement and where a negotiated agreement is in the best interest of the City.

2.6 Purchasing Procedures

2.6.a Purchase Order Procedure

A purchase order will be used to purchase material, equipment, and supplies at the discretion of the department or at the request of the vendor. A purchase order may be used in conjunction with project contracts to obligate necessary funds.

A contract must be provided for all leases (e.g., machinery and equipment) rents and maintenance agreements on an annual basis to encumber the necessary funds for the entire accounting period.

Department directors or designees are expected to promptly:

- A. notify the Finance Department, in writing, of any irregularities in the receipt of goods or services.
- B. advise the Finance Department of any alterations to a purchase order such as availability, price, quantity, or substitutions.
- C. verify items received match the purchase order by price, quantity, and assuring quality.
- D. submit all required documentation to the Finance Department in a timely manner.

Upon receipt of all required documentation for a purchase made through a purchase order, the Finance Department will ensure all information is documented and coded correctly. Once confirmed, the Finance Department will await vendor invoicing to process payment.

2.6.b Check Request Procedure

Check requests may be used for the following reasons:

- A. urgent or impromptu purchases
- B. an installment type of disbursement in connection with an annual PO (e.g., allowances, service contracts, rents)
- C. a request for payment to other agencies (interagency transfer, e.g., federal revenue sharing disbursement)



- D. any type of refunds for utilities, service connects, overcharges to utility customers
- E. reimbursement requests should be documented with appropriate receipts
- F. disbursement requests for dues, fees
- G. petty cash reimbursements.

The appropriate department director and Finance Director must approve the request before the Finance Department processes for payment as outlined in 2.1 Procurement Matrix. **See Appendix 2 – Check Request.**

2.6.c Purchase Quotes

Purchase quotes should be obtained through the open market and documented with the following information:

- A. vendor name and contact information
- B. date quote obtained
- C. item description
- D. price per unit, including shipping
- E. transportation mode
- F. evaluation of performance of vendor
- G. quote sheet (**See Appendix 3 – Quote Sheet**)

2.7 Invitation to Bid and Request for Proposal Process

2.7.a Bid/Proposal Announcement and Collection Process

When the determination has been made to collect competitive bids or proposals, the following steps will be taken by the department director, or designee:

1. Develop Invitation to Bid (ITB) or Request for Proposal (RFP)–

The ITB/RFP shall state or reference all specifications and contractual terms and conditions that must be responded to and the factors that will be considered in evaluation. Also included will be requirements for two part submissions (Part A/B), for any announcements or addendums, submission requirements, submission date, and expected date of announcement of lowest bidder/winning proposal.

Bids are required to be submitted in two parts; Part A shall consist of bid price information and bid bond/checks, whereas Part B shall consist of the remainder of the submittals required by the Invitation to Bid.

Bidders/Proposers will be required to ~~submit a plan holder's registration form to the City Clerk~~ **add themselves** to the City's Plan Holders List **in the manner specified in the ITB/RFP. A general bidder/proposer not listed on the Official Plan Holders List shall be deemed non- responsive.**

2. Advertising ITB/RFP - The minimum requirement for advertising for bids/proposals shall be a ~~notice calling for bids/proposals printed in a newspaper of general circulation within the City once~~



~~a week~~ **posting the ITB/RFP on the City Website** for not less than two consecutive weeks prior to the date for the bid award ~~unless another form of media is authorized by the City Manager. The ITB/RFP shall be on file at the City for public inspection. The ITB/RFP shall also be listed on the City's website.~~

In addition to the minimum requirement for advertising, the ITB/RFP may be sent directly to prospective bidders/proposers and relevant established trade association by the City Manager, or designee, as appropriate.

~~3. Plan Holders List – The City Clerk's Office shall maintain an official plan holders list of all bidders/proposers.~~

~~a. This list shall contain the bidder/proposer's name, contact person, mailing and physical address, phone number, fax number and E-mail address.~~

~~b. The list shall contain the date the bidder/proposer was mailed, faxed, or received the ITB/RFP documents, any addenda and etcetera.~~

~~c. The official list shall note the date payment was received for ITB/RFP documents, if the plan holder owns the City Standard Construction Specs and bidding status, i.e., general contractor, sub-contractor, etc. whenever pertinent.~~

~~d. A general bidder/proposer not listed on the Official Plan Holders List shall be deemed non-responsive.~~

4. Bid/Proposal Closing

a. The closing date shall be no sooner than ~~five working days~~ **two weeks** after the ~~last~~ **first** date of advertisement.

b. **Paper** submissions shall be turned in at the City Clerk's office to be time stamped and retained until the date of opening; **electronic submissions will be made in the manner specified in the ITB/RFP.**

5. Sealed Bid Opening Procedure

a. The applicable Department Director and Finance Director or their designees shall conduct the bid opening.

b. The bid opening shall generally be conducted in the following manner:

- Introduction of staff.
- Announce dates of bid period.
- Announce the expiration of the period.

c. Determine responsiveness of bids by:

- Opening bidders Part B portion of the bid in the order received.
- Read aloud/announce: Name of bidder, address of bidder and date and time received.
- Determine if Bidder provided all submittals in the form specified by the Invitation to Bid (e.g., Business License Number, Addendum Acknowledgment, EEO Form, etc.).
- Bids which do not include the submittals in the form specified by the



Invitation to Bid shall be determined to be non-responsive and shall be set aside along with the unopened Part A of the bid.

- d. Part A (Price) of the bids which are determined to be responsive to the Invitation to Bid, will be opened at which time the Bid Price will be read aloud.
 - e. Record bid information on Bid Register.
 - f. Read aloud Fair Cost Estimate, if appropriate.
 - g. Announce the Close of Bid Opening and that an award would be made after concluding the technical evaluation of the bids and determining the respective responsibility of the apparent low bid.
6. Sealed Proposal Opening Procedure
- a. The applicable department director and Director of Finance or their designees shall conduct the proposal opening.
 - b. The proposal opening shall generally be conducted in the following manner:
 - Introduction of staff.
 - Announce dates of proposal period.
 - Announce the expiration of the period.
 - c. Determine responsiveness of proposals by:
 - Opening proposals in the order received.
 - Read aloud/announce: Name of proposer, address of proposer and date and time received.
 - Determine if proposer provided all submittals in the form specified by the Request for Proposal (e.g., Business License Number, Addendum Acknowledgment, EEO Form, etc.).
 - Proposals which do not include the submittals in the form specified by the Request for Proposal shall be determined to be non-responsive and shall be set aside.
 - d. Record proposer information on Proposal Register.
 - e. Announce the Close of Proposal Opening and that an award will be made after concluding the technical evaluation of the proposals.

2.7.b Procurement Bid/Proposal Evaluation Policy

Bids/proposals shall be evaluated by the department director in accordance with the specific terms and evaluation criteria set forth in the ITB/RFP. Terms and criteria may vary from project to project. Bids/proposals shall be reviewed for completeness, price, commercial responsiveness, technical responsiveness, and responsibility. Packages must be evaluated to the extent necessary to determine that correctable errors would not reduce the bid/proposal price to within the acceptable range. Packages shall be unconditionally accepted without alteration or correction, except that pricing ambiguities will be corrected.

The City Manager shall determine if a bidder/proposer has been responsive and is to be considered responsible under the conditions of the bid/proposal as described in HCC 3.16.070.



To prevent the perception that the bid/proposal process involves collusion or anti-competitive practices, communication with bidders/proposers shall be discontinued during the evaluation period. If contact is essential, then it shall be for a specific purpose and be provided to all bidders/proposers.

Bids that exceed the Engineer's Estimate by more than 15% may be rejected.

Proposals remain confidential until a contract is approved by City Council by Resolution.

2.7.c Fair Cost Estimate

In contracts for public improvements exceeding fifty thousand dollars (\$50,000), the design engineer shall prepare fair cost estimates prior to bid/proposal opening or initiation of negotiations for procurement. Also, significant change orders require some form of pricing estimate as follows:

- Engineer's cost estimates may be used at any time and are preferred prior to negotiation of changes with a defined scope.
- Proposal evaluations may be used for negotiation of all complex changes not suited for fair cost estimate preparation.
- Proposal evaluations may be used for contractor claims.

2.7.e Notice of Intent to Award

After the responses to bids have been opened and evaluated the Department Director will prepare a Notice of Intent to Award that includes a bid tabulation. This serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the city's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be emailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the city. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

After the responses to a request for proposals have been opened and evaluated the Department Director will prepare a Notice of Intent to Award that includes only the total proposed cost without a breakdown in fees that may be identified within the proposal. Proposers identified as submitting the winning proposal are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the city. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

2.7.f Bid/Proposal Award Notification

Upon review and evaluation of the submitted bids/proposals, the City Manager proposes the selected winner to the City Council for approval and resolution of award. Once approved by the City Council, the City Manager or department director will provide a written notice of award to the City Clerk's office and the bidder/proposer. The department director, or City Manager, will then start the contracting process for the project.

Once awarded, all proposals may be available for public inspection.

2.7.g Contracts



Subject to stated limitations, any form of contract which, in the opinion of the department director, will promote the best interests of the City may be used, except a contract which is cost-plus-a-percentage-of-cost.

A cost-reimbursement contract, or time-and-materials contract, may be used only when a determination has been made in writing that such a contract is likely to be less costly to the City than any other type or that it is impractical to obtain the supplies, services, or construction required except under such a contract.

Standardized baseline documents should be utilized for development and award of contracts.

2.7.h Contract Retained Percentage Policy

During contract negotiations, the City Manager or designee will determine if a retainage percentage is necessary. If a retainage is required, the amount and schedule will be determined during negotiations. Retainage will be no more than 10 percent. The City shall pay the contractor interest on retainage in accordance with Alaska State Statute 36.90.250.

In contracts for public improvement or work where payments to the contractor are at fixed prices and are measured on estimates during the progress of the work, the percentage to be retained shall be on the entire payment as prescribed by contract.

In contracts for public improvement or work where payments to the contractor during the progress of the work are partly to reimburse for actual costs and partly for earned fee and/or lump sum items, the percentages prescribed by contract may be retained on the earned fee and lump sum parts only, provided that billings for actual costs are subject to audit by the City.

In contracts where the work is on schedule and in accordance with specifications, the City Manager or designee may exempt the contractor from the retainage requirement.

2.7.i Change Orders

A change order to an existing city contract shall require the approval of the city council when the proposed modification or change order increases the contract amount by fifty thousand dollars (\$50,000) or more. No work may proceed under a modification or change order requiring city council approval prior to approval by the city council.

The council shall be notified by written report at its next regular meeting of any modification or change order in excess of ten thousand dollars (\$10,000). Such notification shall include:

- A. The dollar amount of the original contract;
- B. The number of previous modifications or change orders;
- C. The dollar amount of each previous modification or change order and the total aggregated dollar amount of the previous modifications and change orders;
- D. The total dollar amount of the contract as modified or changed; and
- E. A statement explaining the justification or need for the modification or change order.

Modifications and change orders shall not be arbitrarily divided into smaller amounts to avoid council approval thereof.

The city may make modifications or change orders in any city contract without council approval where in the judgment of the city manager a emergency or disaster exists which requires immediate action to



remedy and where there is insufficient time or it is impractical to obtain council approval. Notice of such emergency or disaster modifications or change orders containing the information set forth in Section 3.

2.7.j Contract Bond Policy

In contracts for public improvements, a Bid Bond and Payment Bond and Performance Bond shall be required for all publicly bid work exceeding \$10,000.

Each bid shall be accompanied by a Bid Bond consisting of a certified or cashier's check payable to the City for a sum not less than five percent of the amount of the bid or accompanied by a bid bond in an amount not less than five percent of the bid with a corporate surety licensed to do business in the State of Alaska. Checks and Bid Bonds will be returned to unsuccessful bidders.

The successful bidder is required to submit a Performance Bond and a Payment Bond with a Surety meeting the standards of AS 36.25.010(a), or as determined by federal funding agency, and satisfactory to the City. The amount of the Performance Bond and the amount of the Payment Bond shall be specified in the bid documents.

If the bidder fails to enter into the contract and furnish the Performance Bond and Payment Bond within ten (10) working days from the date on which the bidder is notified of being the successful bidder, the Bid Bond or check and the amount thereof shall be forfeited to the City.

2.7.k Exceptions to Competitive Bid/Proposal Process

A department director may recommend an alternative procurement procedure to the City Manager if such a procedure will best serve the needs of the City and is allowable under Homer City Code and other applicable laws. The City Manager shall review the recommendation and approve it before the procurement process proceeds. Depending upon the estimated amount of purchase, City Council approval or notification may be required (see procurement matrix).

The City Manager shall notify the City Council of the decision to use any procedure other than competitive sealed bids and the reasons for this decision at the next regularly scheduled City Council meeting.

The City Council may determine and make written findings that the public interest would be best served by not requiring competitive bids/proposals. The best interest determination may be based upon, but is not limited to, a finding that the services or articles can be procured at a lower cost without competitive bidding.

Authorized exemptions to bidding requirements include:

1. Negotiated procurement following unsuccessful efforts to obtain competitive bidding.
2. Procurements less than \$50,000.
3. Emergency procurement.
4. Procurement of consultant and technical services.
5. Procurement of real estate.
6. Procurement of architect-engineer, construction manager, or construction completion services.
7. Interagency agreements.
8. Utilization of State or local government contracts.



9. Sole source procurement (see 2.8.c)
10. Procurement resulting from competitive sealed proposals as defined in HCC [3.16.110](#).
11. Placement of insurance coverage.
12. Electronic data processing software and hardware. Competition will be sought to the maximum extent practicable.

2.7.I Protest

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the City Clerk at least ten days prior to the deadline for receipt of bids.

If a bidder or proposer wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the City Clerk within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

All bidders will be notified of any protest.

If a protest is filed the award may be made unless the City Manager and Department Director determines in writing that a reasonable probability exists that the protest will be sustained; or stay of the award is not contrary to the best interests of the city.

The City Manager will issue a written response to the protest within 15 days after a protest has been filed. The response will set out the contracting officer's decision and contain the basis of the decision.

The decision of the City Manager may be appealed to the Superior Court within 30 days after the date the decision was issued. For the purposes of this section the date of issuance is the date upon which the decision was mailed or delivered to the parties.

2.8 Other Procurement Procedures

2.8.a Professional Services

The department director may request the City Manager to engage consultants/contractors or Architectural/Engineering (A/E) firms to perform services of a specialized scientific, technical, or administrative nature for short-term or periodic requirements. Consultant, technical, and A/E contracts may be initiated for peak or limited-time work requirements, work requiring special talents, license or equipment for which the hiring of permanent employees would not be practical or would not provide independent objectivity or be in the best financial interests of the City.



The department director will follow 2.1 Procurement Matrix for consultant, technical or A/E services, stating concisely the general scope and nature of the project or work.

The department director will seek competition in contracting for these specialized services whenever practical. Normally, these contracts will be negotiated based on demonstrated competence and qualification for the type of professional services required at fair and reasonable prices. The general policy is to select firms on a competitive basis that are qualified technically and that meet commercial competitive requirements. This shall be done through evaluations of proposals, and/or interviews, ranking of performance capability statements submitted by the perspective consultants. Justification for determinations for all such actions shall be documented. Negotiation of commercial terms and price or cost shall then be accomplished.

Upon review and evaluation of the submitted bids/proposals, the City Manager proposes the selected winner to the City Council for approval and resolution of award. Once approved by the City Council, the City Manager or department director will provide a written notice of award to the City Clerk's office and the bidder/proposer. The department director, or City Manager, will then start the contracting process for the project.

2.8.b Capital Equipment Procurement

Capital equipment procurement shall be based upon an analysis of City needs in consideration of alternative sources, cost of ownership and cost of money.

Contracts or procurement providing for the long-term lease or rental of capital equipment should contain provisions for the City to obtain ownership rights, including application of all or part of payments credited to ownership when available or appropriate.

2.8.c Sole Source Procurement

Department directors may present for approval the procurement of supplies, materials, services, or construction through a sole source in the following situations:

1. Based on documented research, the goods or service is only available from one source.
2. When competitive procurement procedures have been followed, but a limited number, or no bids, quotations, or proposals have been received.
3. Products or services that support existing software or data exchange between public or private agencies are required for compatibility with existing equipment.
4. Purchase of patented articles.
5. When the federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the City.

Approval requirements are based on standard procurement procedures.

2.8.d Emergency Procurement

A department director shall determine and recommend to the City Manager the need for emergency purchases for items or services or both provided that such emergency procurement shall be made with such competition as is practical under the circumstances. The City Manager has the authority to proclaim an emergency and to authorize emergency procurement. A written determination of the basis for the emergency procurement and for the selection of the supplier is to be included in the



procurement file. The City Manager will notify council of emergency procurements below \$50,000 by memorandum and an emergency ordinance will be adopted to ratify procurements over \$50,000.

2.8.e Legal Review

All procurement actions having a significant impact on the City's legal rights or obligations will require legal review prior to implementation. Examples include:

- Capital Project contract agreements.
- Procurement actions over \$50,000 requiring City Council approval.
- Exceptions or modifications to standard terms and conditions.
- Lease or rental documents for capital equipment.
- Additional reviews as requested by department director, Finance Director, or City Manager.

In addition, suitable expressed warranty provisions will be considered for inclusion in terms of procurement through contract.

2.8.f Creation of Information Memorandum

An Information Memorandum is intended to ensure that the City Council is presented with relevant, accurate, timely, and complete information and recommendations. Further, it ensures that all parties that may assist with clarifying the issues, or affected by the outcome, may participate in the development of recommendations.

The body of an Information Memorandum should contain each of the sections described below, when appropriate.

- A. Procurement Description - Describe concisely the nature of the procurement action.
- B. Background - Summarize relevant background material. Information provided may include the origin, history, and importance of the procurement. If essential to understanding the procurement requirement, additional background material may be provided in attachments and referenced in the text.
- C. Justification - Summarize why and how long it is needed and what its use will be. State who will benefit from it, and what will happen if it is not available.
- D. Alternatives - If appropriate, each option for meeting the procurement requirement shall be described succinctly.
- E. Discussion - Comment on the implications of selecting an alternative procurement approval, if applicable, to clarify the basis for the recommendations. Summarize the positions of other personnel if they disagree with the alternative recommended. Additional comments may be provided in attachments. If the issue is a unique proposal, such as a proposal for a singular course of action, the "Alternatives" section should be omitted and this section should discuss the reasons for -or implications, pro and con - of taking or not taking the proposed action.
- F. Fiscal Note – Explain-if the item is budgeted. If not budgeted, show the source from which monies should be made available. Include advantages of this action. Future cost or savings if applicable.
- G. Bid/Proposal Evaluation - State briefly why, or why not, a bid/proposal cycle was employed. Explain the evaluation method used and the outcome of the evaluations.



- H. Recommendation - State concisely the action recommended to the Council, and reference the option number listed under "Alternatives," if applicable.
- I. Next steps - A list shall be made of the actions needed to implement the decision, including when the action must be completed and by whom. When additional Council actions are foreseen, these should be described, including estimated dates and costs.

3. Procurement under Local Disaster Emergency Declaration

3.1 Introduction

When a local disaster happens and a declaration of emergency has been made in accordance with the City's Emergency Operations Plan by the Mayor, or the next person in the line of succession if the Mayor is not available to act, the procurement policy permits the waiving or suspension of standard procurement policies. These provisions only apply following the declaration of a local emergency.

3.2 Purpose and Goal

This section is limited to emergency protective measures, debris removal and other critical immediate needs to protect life and property or to restore essential services as well as preparing preliminary damage assessments and cost estimates.

The goal is maximum flexibility to meet critical needs with a concurrent understanding that the use of this authority will be reasonable and used with appropriate discretion.

This section does not apply to permanent repair work which is generally larger projects to repair or replace damaged or lost infrastructure.



473 3.3 Immediate Procurement Matrix under Local Disaster Declaration of Emergency

Purchase	Procurement Process	Documentation Required	Authorization	Council Notification
<\$50,000	Reasonable attempt should be made to seek 3 bids or proposals.	Verbal agreements are allowed, written documentation must follow for immediate emergency procurement	City Manager	none
50,000 - \$300,000	Reasonable attempt should be made to seek 3 bids or proposals.	Verbal agreements are allowed, written documentation must follow for immediate emergency procurement	City Manager	Within 72 hours
\$300,000 - \$500,000	Reasonable attempt should be made to seek 3 bids or proposals.	Verbal agreements are allowed, written documentation must follow for immediate emergency procurement	City Manager	Within 24 hours
>\$500,000	Reasonable attempt should be made to seek 3 bids or proposals.	Verbal agreements are allowed, written documentation must follow for immediate emergency procurement	City Manager	Council Approval Required BEFORE purchase

474

475 3.4 City Manager's spending authority under a local disaster emergency declaration

476 3.4a. The City Manager or their designee has the maximum expenditure authority of up to \$500,000
477 without prior City Council approval.

478 1. The City Manager or their designee must notify the City Council within 72 hours of
479 procurements or contracts over \$50,000 and within 24 hours for expenditures over \$300,000.

480 2. Procurements would apply only when immediate attention is required and only to work/costs
481 arising for costs directly related to the disaster.

482 3. This procurement authority is not permitted for ongoing regular business occurring during the
483 declaration.

484 3.5 Exception to the bid and proposal process under a local disaster emergency declaration

485 3.5a. Reasonable attempts should be made to seek 3 bids or proposals for all work when immediate
486 attention is required.



1. Verbal agreements with vendors or contractors with written documentation of the proposal and a written contract to follow for critical emergency work.
2. If time permits, documentation should be completed before the notice to proceed.
3. Documentation at the time of or shortly after the event occurs is required to record actions taken, reasons that verbal agreements were used, and/or reasons less than 3 bids or proposal was reasonably necessary.

4. Definitions

Architectural/Engineering Services (A/E) - A/E services rendered by persons other than employees of the City contracted to perform activities normally related to the Architectural or Engineering profession. The end product is normally plans, specifications and estimates or a report.

Agreement - A binding contractual obligation between two organizations or parties as witnessed by signatures of responsible persons from each organization or party.

Approval - Recorded support or endorsement (including the date and signature, stamps, or initials of the person) of a document or activity.

As-Built Data - Documented data that describes the condition actually achieved in a product (generally used with reference to drawings).

Audit - An activity usually performed by an independent group to determine, through investigation, the adequacy of, and adherence to, established procedures, instructions, specifications, codes, and standards or other applicable contractual and licensing requirements and the effectiveness of implementation.

Award - The act of communicating a judgment or decision to accept a seller's offer; the acceptance must be communicated to the seller.

Bid - An offer to perform a contract for work and labor or supplying materials at a specified price. A bid is usually in response to an invitation for bid or a solicitation. (Also see Proposal)

Bid Bond - A written obligation that the contractor will execute the contract for the price bid.

Bid Package - The drawings, specifications, standards, and other documents specifying requirements that completely describe the task or item on which a prospective contractor will bid.

Bid Evaluation - The technical, financial, and commercial evaluation or appraisal of a bid to determine if the bid is responsive to needs and requirements.

Buyer/Owner - The City or department responsible for issuance or administration of procurement documents.

Capital Equipment - Equipment valued at over \$5,000 per unit.

Certification - The action of determining, verifying, and attesting in writing to the qualifications of personnel or materials.

Change Order - A formal change to a contract or the purchase order that is reviewed and approved by the City. (See Contract Modification)

Check Request - a disbursement request from authorized source.

City Contract, Purchase Order and/or Change Order - A legally binding document, when fully executed, committing both the City and a contractor, vendor and/or a supplier.



- 526 **Contractor Claim** - An assertion or demand by one contracting party on another for monies, time, support
527 and work due him for exposure (e.g., damage, shortage, error in shipment) not specifically defined in the
528 contract.
- 529 **Consultant Services** - Services of an individual or organization engaged in an advisory capacity on an
530 intermittent basis to provide scientific, technical, or administrative expertise. The end product is normally
531 a report or recommendation (s) based upon data obtained from the City or others.
- 532 **Contract** - A legally binding agreement between two parties or organizations for the provisions of items
533 or services from one to the other. (See also Purchase Order)
- 534 **Contract Administration** - The activity of administering contracts, including those acts to determine
535 conformance, communications regarding contractual matters, and processing of contract modifications.
- 536 **Contract Modification** - Any written alteration in the specification, delivery point, rate of delivery,
537 contract period, price, quantity, or other contract provisions to an existing contract, whether
538 accomplished by unilateral action in accordance with a contract provision or by mutual action of the
539 parties to the contract. It includes (i) bilateral actions such as supplemental agreements and (ii) unilateral
540 actions such as change orders, orders for provisioned items, administrative changes, notices of
541 termination, and notices of the exercise of a contract option.
- 542 **Contractor** - Any organization under contract to furnish items or services. It includes the terms vendor,
543 supplier, subcontractor, and fabricator and the sub-tier levels of these, where appropriate.
- 544 **Cost-Reimbursement Contract** - A contract where the contractor is reimbursed for actual cost incurred in
545 the performance of the contract.
- 546 **Delegated Authority** - The authority given by formal agreement to perform designated activities.
- 547 **Delivery** - The physical and/or legal transfer of a shipment from consignor to consignee. In determining
548 whether a component has been delivered, the basic element is if or when the purchaser has taken legal
549 possession of the item. (See also Receiving)
- 550 **Designated Representative** - An individual or organization authorized by the purchaser or vendor to
551 perform functions in the procurement process.
- 552 **Documentation** - Any written or pictorial information describing, defining, specifying, reporting, or
553 certifying activities, requirements, procedures, or results.
- 554 **Emergency Purchases** - A requirement which arises from a situation where a threat to public health,
555 welfare or safety such as may arise by reason of floods, epidemics, riots, equipment failure or such other
556 reason may be proclaimed by the City Manager or his authorized delegate. The existence of such condition
557 creates an immediate and serious need for supplies, services or construction that cannot be met through
558 normal public bidding methods and the lack of which would seriously threaten (a) the health or safety of
559 any person, (b) the prevention or protection of property.
- 560 **Earned Fee** - The contractor's compensation for completing a specific task or providing a specific work
561 product.
- 562 **Equipment** - The articles or implements used in an operation, activity, or process.
- 563 **Exception** - Any article, item, material, or configuration in which objectionable points are noted or
564 recorded.
- 565 **General Scope** - That work which is fairly and reasonably within the contemplation of the parties when
566 the contract was entered into.



- 567 **Guaranty** - Promissory obligations of one party to undertake to be secondary liable for the obligations of
568 another party.
- 569 **Invitation for Bid** - The complete assembly (bid package) or related documents (whether attached or
570 incorporated by reference) that is furnished to prospective bidders for the purpose of bidding. The notice
571 to bidders is a means of publicizing the invitation for bids.
- 572 **Lump Sum** - The total amount to be paid to a contractor for completing a given contract scope of work
573 ("Lump Sum Contract") or for completing a specific task or providing a specific work product.
- 574 **Material** - A substance or combination of substances forming components, parts, pieces, and equipment
575 items. (Intended to include machinery, castings, liquids, formed steel shapes, aggregates and cement).
- 576 **Negotiation** - A process of conferring with another to arrive at a mutual settlement of some matter.
- 577 **Notice to Bidders** - A formal notification to prospective suppliers, usually published in local newspapers,
578 of the City's intention to purchase specific equipment, materials, supplies, or services.
- 579 **Payment Bond** - A written obligation that a contractor will pay all labor, materialmen and subcontractors
580 amounts due them so that liens are not filed.
- 581 **Performance Bond** - A written obligation that a contract will be completed as bid and the end product will
582 be free of liens.
- 583 **Pricing** - To determine or set the amount of money to be paid for an item, material, or service.
- 584 **Procedure** - A document that specifies or describes how an activity is to be performed by a division,
585 department, operation, or function and includes interface relationships between organizations. It assigns
586 responsibility for performance of the activity. It may include methods to be employed, equipment or
587 materials to be used, and sequence of operation. Procedures are approved by the appropriate issuing
588 authority.
- 589 **Procurement** - An activity that includes purchasing, contracting, renting, leasing, or otherwise obtaining
590 materials, equipment, supplies, or services. It includes all functions that pertain to the obtaining of
591 supplies and services, including description (but not determination) of requirements, selection and
592 solicitation of sources, preparation and award of contracts, and related phases of contract administration.
- 593 **Procurement Documents** - Purchase orders, drawings, contracts, specifications, or instructions used to
594 define requirements for purchase.
- 595 **Procurement Function** - The responsibility to deal with contractor/suppliers on behalf of the City and
596 perform staff work in support of final actions taken by persons with assigned signature authority.
- 597 **Proposal** - An offer by one party or organization to another of terms and conditions with reference to
598 some work or undertaking. A proposal is in response to a solicitation for proposals and is usually
599 associated with procurement by negotiations. (See also Bid).
- 600 **Proprietary Information** - Information considered by the originator or holder in due course to be of value,
601 the disclosure of which may result in financial harm, loss of competitive advantage, deterioration of
602 market share, or other detriment to the holder.
- 603 **Proprietary Information Handling Agreement** - An agreement between the City and a contractor
604 concerning the disclosure and handling of proprietary information.
- 605 **Purchase Order** - A contract for the purchase of goods or services. The purchase order established the
606 binding requirements with the supplier for goods or services delivered. (See also Contract)



- 607 **Purchaser** - The organization responsible for establishment of procurement requirements and for
608 issuance and administration of procurement documents.
- 609 **Quality** - The degree of conformance of an item or material to the specified requirements.
- 610 **Receiving** - The action of taking delivery of an item at a designated location.
- 611 **Receiving Inspection** - The activity encompassing observation, examination, measurement, testing, and
612 documentation of an item, part, or materials at the time it is received to assure that it conforms to the
613 procurement requirements.
- 614 **Reject** - A disposition that provides that the item is unsuitable for its intended purpose and rework, or
615 repair is not economically feasible; the item is, therefore, removed from possible use.
- 616 **Repair** - The process of restoring a nonconforming characteristic to a condition such that the capability of
617 an item to function reliably and safely is unimpaired, even though that item still may not conform to the
618 original requirements.
- 619 **Responsible** - Ready, willing, and able to perform the work.
- 620 **Responsive** - Complies in all material respects with the essential provisions of the Invitation for Bids or
621 the Request for Proposals.
- 622 **Rework** - The process by which a nonconforming item is made to conform to a prior specified requirement
623 by completion, re-machining, reassembling, or other corrective means.
- 624 **Seller** - Any individual or organization under contract for furnishing goods or services, including the terms
625 vendor, supplier, contractor, subcontractor, fabricator, and consultant and the lower-tier levels.
- 626 **Services** - The performance by a contractor of activities such as design, fabrication, inspection, repair, or
627 installation.
- 628 **Signature Authority** - The authority to sign a document that formally commits the City.
- 629 **Solicitation** - The act of inviting prospective bidder to bid.
- 630 **Specification** - A concise statement of a set of requirements to be satisfied by a product, a material, a
631 service, or process indicating, whenever appropriate, the procedure by which it may be determined
632 whether the given requirements are satisfied.
- 633 **Supplement Agreement** - A contract modification that is accomplished by mutual action of the parties or
634 organizations to the original agreement.
- 635 **Supplies** - The quantities of goods and services offered for sale at a particular time or at one price.
- 636 **Surety** - A third party who has become legally liable for the debt, default or failure of performance by a
637 City contractor.
- 638 **Technical Services** - The performance of work or by activities that generate data/information. Technical
639 Services can be categorized either as professional or non-professional, depending upon that nature of the
640 service provided. End product is usually a report or service but may be a physical thing such as a model.
- 641 **Testing** - The determination or verification of capability of an item to meet specified requirements by
642 subjecting the item to a set of physical, chemical, environmental, or operating conditions.
- 643 **Travel Authorization** – An authorization that permits an employee of the City of Homer or City Council
644 Member to conduct business or to attend training beneficial for the City.



- 645 **Travel Advance Request** - A request by an employee or City Council Member who requires per diem in
646 advance, is using a personal vehicle or payment method, and should be submitted in conjunction with the
647 Travel Authorization form.
- 648 **Travel Expense Report** - A daily log of expenses while on business or training for the City of Homer.
649 Expense receipts, travel itinerary and event schedule are to be attached.
- 650 **Travel Report Narrative** - A written account of the trip, which contains the dates, people, and topics of
651 discussion had by Department Directors, the Mayor, and members of the Homer City Council, along with
652 any recommendations for follow-up, while conducting business or receiving training beneficial for the City
653 of Homer.
- 654 **Travel Status** – The time an authorized trip begins until it ends in accordance with the Travel Authorization
655 Form. If travel is delayed or adjusted outside the timeline on the Travel Authorization Form, a Travel
656 Narrative is required to explain added time and/or expenses incurred.
- 657 **Warranty** - Promissory obligations of one party to undertake to be secondary liable for the obligations of
658 another party.



Appendix 1 - Purchase Order

City of Homer requires purchase orders be entered into the accounting system directly. Below are screenshots of the current system's purchase order entry screens. Questions should be directed to the Accounts Payable Technician.

Caselle Connect® 2022.11.103 (Licensed to City of Homer, AK)

File Edit Inquiry Other Settings Document Management Zoom Help

Close

Caselle Connect® > Accounts Payable > Purchases and Requisitions > Enter Purchase Orders

Caselle Connect® Enter Purchase Orders

PO: 9708 Type: Regular GL period: 06/23 PO total: .00
 PO date: 06/14/2023 Vendor: Input date: 06/14/2023 Status:

Purchase Order User-Defined Details Attachments Notes

Input date: 06/14/2023
 GL period: 06/23 (06/30/2023)
 PO number: 9708
 PO date: 06/14/2023
 PO type: Regular
 Vendor:
 Remit to:
 Requisitions:

Requisition Number	Date	Amount

 Department:
 Vendor information:
 Vendor number:
 Name:
 Address:
 Remittance information:
 Name:
 Address:

Caselle Connect® 2022.11.103 (Licensed to City of Homer, AK)

File Edit Inquiry Other Settings Document Management Zoom Help

Close

Caselle Connect® > Accounts Payable > Purchases and Requisitions > Enter Purchase Orders

Caselle Connect® Enter Purchase Orders

PO: 9708 Type: Regular GL period: 06/23 PO total: .00
 PO date: 06/14/2023 Vendor: Input date: 06/14/2023 Status:

Purchase Order User-Defined Details Attachments Notes

Detail Approvals Notes

Department:
 Shipping address:
 Required by:
 Job number:
 Inventory number:
 Part number:
 Description:
 GL account:
 GL activity: 0
 GL period: 06/23 (06/30/2023)
 Quantity: .0000
 Unit price: .0000
 Extended price: .00
 Freight: .00
 Subtotal: .00
 Sales tax rate:
 Sales tax: .00
 Total cost: .00

Description	Sequence Number	GL Account	Quantity	Total Cost

**Appendix 2 – Check Request****CITY OF HOMER****CHECK REQUEST FORM**

CHECK REQUEST DATE _____

PLEASE MAKE CHECK PAYABLE TO:

DESCRIPTION/REASON FOR REQUEST:

ACCOUNT NUMBER_____
AMT\$_____
ACCOUNT NUMBER_____
AMT\$_____
ACCOUNT NUMBER_____
AMT\$_____
ACCOUNT NUMBER_____
AMT\$_____
ACCOUNT NUMBER_____
AMT\$

AMOUNT TOTAL \$ _____

REQUESTED BY _____

APPROVED BY _____

DATE CHECK NEEDS TO BE MAILED**OR**_____
PERSON TO RETURN CHECK TO



Appendix 3 – Price Quotes

CITY OF HOMER

PRICE QUOTES FOR GOODS AND SERVICES OVER \$2000

VENDOR NAME/ VENDOR CONTACT	DATE	DESCRIPTION	PRICE INCLUDING SHIPPING CHARGE	MODE TRANS	VENDOR EVALUATE
--------------------------------	------	-------------	------------------------------------	---------------	--------------------

1)

2)

3)

Purchasing Agent: _____ Department: _____ Date: _____

(Attached to encumbrance copy or PO)



Appendix 4 – Procurement Card Request

CITY OF HOMER

Procurement Card Request

<u>First Name</u>	<u>Middle Initial</u>	<u>Last Name</u>
<u>Department:</u>		
<u>Email Address</u>	<u>Office Phone Number</u>	
<u>Department Director Name</u>		
<u>Department Director Email</u>	<u>Department Director Phone Number</u>	
<u>Reason for Request:</u> ☐ New P-Card User ☐ Expired Card ☐ Lost/Stolen Card ☐ Limit Increase/Decrease		
<u>Purchase Authorization Limit:</u> ☐ Department Director: \$10,000 ☐ Division Director: \$5,000 ☐ Departmental Staff: \$1,000	<u>Monthly Limit:</u> ☐ Department Director: \$20,000 ☐ Division Director: \$10,000 ☐ Others: \$5,000	
<u>If Requesting Limit Increase, please explain:</u> 		
<u>Cardholder Signature</u>	Date:	
<u>Department Director Signature</u>	Date:	
<u>Finance Notes:</u>		



Appendix 5 – Appointment of Designee for Spending Authority



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: FINANCE DEPARTMENT

THROUGH: CITY MANAGER

FROM: DEPARTMENT HEAD NAME

DATE: MM/DD/YYYY

SUBJECT: SPENDING AUTHORITY DESIGNATION ABOVE AUTHORIZATION LEVEL

Employee Name: _____

Purchase Authorization: _____

Justification of spending authority increase:

Period of designation: _____

Specific approval limitations: _____

Signatures required:

Department Head: _____

City Manager: _____

Finance Director: _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager/City Clerk

RESOLUTION 26-046

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE CITY OF HOMER PROCUREMENT POLICY MANUAL
TO ALLOW FOR ELECTRONIC SUBMISSION OF BIDS AND
PROPOSALS

WHEREAS, The City of Homer Procurement Policy underwent a full revision process in 2024, at which point the City exclusively accepted bids and proposals in physical format; and

WHEREAS, the City desires to accept submissions electronically in order to reach an increased number of bidders and proposers; and

WHEREAS, the proposed revisions allow for electronic submission while preserving the option to accept paper sealed bids for specific projects when appropriate; and

WHEREAS, adoption of this resolution is contingent on the adoption passage of Ordinance 26-32.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby adopts the amendments to the City of Homer Procurement Policy Manual included with this resolution as attachment A.

PASSED AND ADOPTED by the Homer City Council this 27th day of July, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

Fiscal Note: n/a



MEMORANDUM

CC-26-140

Resolution 26-047, a Resolution of the City Council of Homer, Alaska, Approving the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the Period July 1, 2026 Through June 30, 2027, and Authorizing the City Manager to Execute the Appropriate Documents.

Item Type: Backup
Prepared For: Mayor Lord and Homer City Council
Thru: City Manager Melissa Jacobsen
Date: July 9, 2026
From: Recreation Manager Mike Illg

Background

The City of Homer Community Recreation, a division within the Administration Department is seeking to renew a Memorandum of Understanding (MOU) with the Kenai Peninsula Borough School District (KPBSD) for a 1-year term 2026-2027. The MOU details use of the facilities and equipment for year round indoor/outdoor recreational programs, classes, activities and special events for participants of all ages. The continued use of the Homer High School, Homer Middle School and use of equipment is essential to overall City of Homer Community Recreation mission and operations. The partnership and operations of Community Recreation (formerly Community Schools) between the City and KPBSD has been established since 1975 but more formally defined and detailed since 2007 when the City of Homer assumed total operations of this municipal function by voter approval.

Note: the current 2025-2026 MOU was extended to July 31, 2026, to have more time to complete the new MOU as mutually agreed upon by KPBSD and City staff.

Highlighted Changes

1.5 USE OF FACILITIES: at the request of Recreation Manager added language *Building administrator shall provide necessary facility keys to the employees, staff, instructors and volunteers as needed for indoor and outdoor programs.*

1.5 USE OF FACILITIES: at the request of the high school principal added new language addressing principal concerns of the Community Recreation program using contracted instructors under the Community Recreation operations within the schools. *City staff includes the use of contracted instructors for the delivery of Community Recreation classes, programs, special events and camps. If the contracted instructor were to generate a profit margin of more than \$55/hour or \$1,250 whichever is higher after all instructor expenses (supplies, waivers, etc.) for each program with respective start/end dates, Community Recreation will be charged additional facility use fees according to BP 1330 and AR 1330 Category III.*

1.5 USE OF FACILITIES: at the request of the middle school principal, removed language: *The Homer High School and Homer Middle School principals will consult with the Recreation Program Manager prior to booking private rentals within the facilities and fields (with the exception of the theater and pool) to avoid potential scheduling conflicts.*

1.9 EQUIPMENT: at the request of the high school principal added additional language: *It is understood by both the KPBSD and the CITY that equipment or supplies traditionally provided to the Recreation Program will continue to be made available with administrator approval.*

Action

Review and approve the one-year MOU (2026-2027) with the Kenai Peninsula Borough School District for the City of Homer Community Recreation operations using Homer High and Homer Middle School for municipal recreation and education programs activities and special events.

**AGREEMENT FOR JOINT USE OF
EQUIPMENT AND FACILITIES AND SUMMER
FIELDS SCHEDULING**

THIS AGREEMENT, made this July 20, 2026, is between the Kenai Peninsula Borough School District, hereinafter referred to as "KPBSD" and the City of Homer, Alaska, hereinafter referred to as "CITY".

WHEREAS, the KPBSD and the CITY share common goals to provide opportunities and activities for the physical, mental and cultural development of their respective client groups through the Community Recreation Program, and

WHEREAS, there is a need for scheduling school field use during the summer when school administrators may be unavailable, and

WHEREAS, the benefits from limited financial resources can be maximized by the KPBSD and the CITY working together to provide facilities and programs to achieve their common goals.

NOW, THEREFORE, WITNESSETH:

In consideration of the premises and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1- COMMUNITY RECREATION PROGRAM

1.1. CITY OF HOMER-COMMUNITY RECREATION PROGRAM. The CITY agrees to provide year-round indoor and outdoor educational and recreational programs among children, youth, young adults and adults in various sports, special events, hobbies, educational and other recreational activities known as the Community Recreation Program. Recognizing that this program uses school buildings, fields, infrastructure and equipment, the extent, content, and management of the program shall be decided by the CITY with guidance and advice provided by the KPBSD and the Homer Middle School and Homer High School principals. Use of Homer High and Homer Middle Schools and equipment for this program is subject to the advance approval of the appropriate KPBSD administrator(s) who are responsible for such buildings and equipment.

1.2. COMMUNITY RECREATION PROGRAM CONTENT. This program is comprised of the following:

- a. Community Recreation Program classes; and
- b. Scheduled physical activities such as basketball, pickleball and volleyball; and
- c. Scheduled educational classes such as Spanish, art programs, community band;
- d. Periodic special events held in the school's theater, such as film festivals and musical performances, etc. (limit 2 per school year as available).

1.3 PERSONNEL. The CITY of Homer shall hire qualified personnel to organize, supervise,

direct and implement the educational and recreational program services and help ensure building security. Such personnel shall be located in the schools as needed. The Recreation Program Manager will work under the supervision of the City Manager, or his/her designee, and both the Program Manager and City Manager shall ensure that all activities of the Program Manager are done in cooperation with the KPBSD and the Homer Middle School and Homer High School principals, and in accordance with the provisions of this agreement and school board policy. All personnel employed with the Community Recreation Program shall be employees, staff and volunteers of the City of Homer and the personnel regulations and evaluation procedures of the CITY shall apply. All Community Recreation employees, staff and volunteers shall complete and pass an annual background check through the KPBSD background check system at no cost to the City in addition to completing the online concussion training requirement.

1.4. THE MANAGEMENT COMMITTEE. The KPBSD will form a Management Committee consisting of Homer Middle School and Homer High School principals, and the Director of Planning and Operations. The Homer High School Athletic/ Activities Director. The Management Committee will meet annually or as needed with the City Manager or his/her designee, a member of the city's Parks, Art, Recreation and Culture Advisory Commission and the Recreation Program Manager. At meetings the CITY will submit for review by the Management Committee a written and/or oral narrative of the programs and activities conducted during the previous year and those planned for the future. The Program Manager will provide weekly communication with building administrators regarding programming schedules and related facility use topics. The KPBSD retains the right to review the proposed programs and activities and make suggestions concerning same, and to reject proposals that are inconsistent with KPBSD policies or applicable law related to the use of KPBSD facilities and equipment by the public. Reasonable informational reports shall be made by the Program Manager upon request in addition to the reports provided during the annual meetings.

1.5. USE OF FACILITIES. The KPBSD agrees to make its facilities at Homer Middle and Homer High Schools available for use by the Recreation Program subject to the terms and conditions of this agreement and applicable KPBSD policies. The KPBSD will be responsible for building and grounds maintenance, utilities to include water, sewer, electricity, and heating fuel, provided that the Recreation Manager shall promptly notify the KPBSD and building administrator of any damage done to KPBSD facilities by either the Recreation Program instructors or participants, or otherwise observed by the Recreation Manager. Building administrator shall provide necessary facility keys to the CITY Recreation Manager who will then issue to employee, staff, instructors and volunteers as needed for indoor and outdoor programs.

Except as otherwise agreed herein, the KPBSD agrees to make the above mentioned public school facilities available for education/recreation program activities according to the stipulations of BP 1330, Use of School Facilities and Properties, with the provision that preference in the scheduling of them shall be given to the organized activities of the Kenai Peninsula Borough schools. The CITY programs will have priority category 1 use, below student activities as defined AR1330, subject to the discretion of the building Administrator. City staff includes the use of contracted instructors for the delivery of Community Recreation classes, programs, special events and camps. If the contracted instructor were to generate

a profit margin of more than \$55/hour or \$1,250 whichever is higher after all instructor expenses (supplies, waivers, etc.) for each program with respective start/end dates, Community Recreation will be charged additional facility use fees according to BP 1330 and AR 1330 Category III.

No later than April 30 of each contract year, the CITY agrees to pay to the KPBSD technical fees charged to the CITY for the use of the Mariner Theater, and an annual fee of ten thousand (\$10,000) dollars for indoor and outdoor custodial services and supplies that are used by the Recreation Program. The fees may also be used for equipment as determined by the District. The District will determine the distribution of the annual fee between the school sites as appropriate. Should a scheduling conflict arise, the appropriate principal shall give the Recreation Program Manager at least one week notice when possible. The Homer High School and Homer Middle School principals will consult with the Recreation Program Manager prior to booking private rentals within the facilities and fields (with the exception of the theater and pool) to avoid potential scheduling conflicts.

As circumstances allow, the KPBSD agrees to provide the Recreation Manager with office space and use of copier provided that the Manager may not use KPBSD office supplies other than those provided to the Manager by the KPBSD, or the copier for more than 150 copies per month, without first obtaining advance approval of the building administrator. The CITY shall promptly reimburse the KPBSD for any unauthorized costs incurred by the Recreation Manager.

The Recreation Manager, staff or volunteers will be responsible for building security when activities are held after hours or they are the sole occupants of the school. The Recreation Manager will not be responsible for security in areas where KPBSD events are concurrently running or activities of groups not associated with Community Recreation are being held.

The Recreation Manager is not authorized by this agreement, except summer activities otherwise specified in Article 2 or by amendment, to schedule any events or programs that are not part of the Recreation Program and is prohibited from using the KPBSD facilities, equipment, computer, copier, office space or supplies in any way to schedule any such events or programs. Further, the Manager and Recreation Program are not authorized to expand their program offerings in KPBSD facilities beyond the scope of the present status quo for the duration of this agreement without the written consent of respective building administrators.

- 1.6. FISCAL AGENT.** The CITY shall act as the sole fiscal agent for the conduct of the Recreation Program Coordinator position in Homer.
- 1.7. HOLD HARMLESS.** The CITY shall hold harmless the KPBSD and its officers, directors and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damages, whether tangible or intangible, or injury, including death, to persons or property sustained by the KPBSD, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course

of or in connection with its negligent use of KPBSD facilities, equipment and supplies and the

performance or negligent performance of both its obligations and those of the Manager under this agreement, subject to the appropriation and availability of funds.

The KPBSD shall hold harmless the CITY and its officers and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damage, or injury, including death, to persons or property sustained by the KPBSD, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course of the KPBSD's performance or negligent performance of its obligations under this agreement, subject to the appropriation and availability of funds.

- 1.8. INSURANCE.** The KPBSD will maintain comprehensive general liability insurance for claims arising against the activities of the KPBSD pursuant to this agreement. The CITY will maintain

comprehensive general liability insurance for claims arising against the CITY concerning the Recreation Program pursuant to this agreement. CITY must name KPBSD as an additional insured. KPBSD must name CITY as an additional insured.

- 1.9. EQUIPMENT.** The KPBSD has various equipment and supplies used in the conduct of its programs that may, upon request and approval, be made available to facilitate and support the provision of recreational and educational programs conducted under this agreement. It is understood by both the KPBSD and the CITY that equipment or supplies traditionally provided to the Recreation Program will continue to be made available with administrator approval. Any equipment used by the CITY will be stored as found and any damage to equipment must be reported within 24 hours to the Building Principal. The CITY agrees to repair or replace any equipment that may be damaged while in their use or care.

ARTICLE 2- SUMMER FIELD USE

- 2.1. SCHEDULING OF SUMMER FIELDS.** The CITY will schedule and issue facility use agreements in the summer months for the KPBSD.
- 2.2. SERVICES.** The CITY will provide personnel to schedule various group usages of the Homer High School and Homer Middle School fields within the City of Homer and issue related facility use agreements, waivers and perform incidental related tasks for dates where school is not in session in the months of May through August.
- 2.3. COMPENSATION.** The KPBSD will compensate the CITY \$500.00 per summer for these summer scheduling services by June 30th.
- 2.4. HOLD HARMLESS.** In recognition that the CITY is only providing scheduling services on behalf of the KPBSD and not administering any of the programs or persons that may be using the fields under a KPBSD facility use agreement the KPBSD, to the extent allowed by law and subject to appropriation, shall indemnify, hold harmless, and

defend the CITY from and against any claims of, or liability for, any wrongful or negligent act, error, or omission of the KPBSD or any subcontractor with regards to summer use of the fields under a KPBSD facility use agreement. The KPBSD shall not be required to defend or indemnify the CITY for any claims of, or liability for, any wrongful or negligent act, error, or omission solely due to the independent negligence of the CITY. If there is a claim of, or liability for, the joint negligence of KPBSD and the independent negligence of the CITY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. Apportionment shall be determined upon final determination of percentage of fault. If any such determination is by settlement, the percentage of fault attributed to each party for purposes of this indemnification provision shall only be binding upon the parties included in the settlement agreement. "KPBSD" and the "CITY" as used in this article include the employees, agents, officers, directors, and other contractors who are directly responsible, respectively, to each.

ARTICLE 3 - GENERAL CLAUSES... ..

- 3.1. TERM.** This Agreement is effective for a term commencing July 1, 2026 and ending on June 30, 2027, unless terminated earlier pursuant to Article 3.3 of this Agreement, or unless extended as hereinafter provided in Article 3.2.
- 3.2. RENEWAL.** This Agreement may be extended on a year-by-year basis by mutual written agreement of the parties.
- 3.3. TERMINATION.** Either party may terminate this Agreement in whole or in part at any time without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination.
- 3.4. AMENDMENT.** This Agreement may be amended only by a written document executed by the parties.
- 3.5. AUTHORIZED AGENTS.** The individuals authorized to act as the agents on behalf of the parties to this agreement are:

KENAI PENINSULA BOROUGH SCHOOL
DISTRICT
Kari Dendurent, Assistant Superintendent
148 North Binkley Street
Soldotna, Alaska 99669
(907) 714-8888

CITY OF HOMER
Melissa Jacobsen, City
Manager 491 East Pioneer
Avenue Homer, Alaska 99603
(907) 235-8121

EXECUTION AND NOTARY ACKNOWLEDGMENTS

The parties do hereby set their hands and seals on the dates provided below.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 20____, before me appeared _____,
known to me to be the person who executed this instrument on behalf of the Kenai Peninsula
Borough School District.

Notary Public in and for Alaska

My Commission Expires: _____

CITY OF HOMER

By: _____
Name: _____
Title: _____
Date: _____

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 20____, before me appeared _____,
known to me to be the person who executed this instrument on behalf of the City of Homer.

Notary Public in and for Alaska

My Commission Expires: _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 26-047

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
APPROVING THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT
AGREEMENT FOR JOINT USE OF EQUIPMENT AND FACILITIES FOR
THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
APPROPRIATE DOCUMENTS.

WHEREAS, The Kenai Peninsula School District and the City of Homer share common goals to provide opportunities and activities for the physical, mental and cultural development of the citizens of Homer through the City Community Recreation Program; and

WHEREAS, The benefits from limited financial resources can be maximized by the District and the City working together to provide facilities and programs to achieve their common goals; and

WHEREAS, The City and the District have agreed that the best way to maximize resources and achieve common goals is for the City to offer year-round educational and recreational programs for youth and adults through the Community Recreation Program and for the District to provide use of District equipment and facilities; and

WHEREAS, The District and the City have agreed to a draft Agreement for Joint Use of Equipment and Facilities for the period July 1, 2026 through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby approves the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the period July 1, 2026 through June 30, 2027, a copy of which is attached and incorporated herein, and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 27th day of July, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

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46 _____
AMY WOODRUFF, CITY CLERK

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48 Fiscal Note: Annual budgeted expenses \$10,000; the fee for custodial services and supplies.



To: ARSSTC Members

From: Clinton Singletary, Statewide Municipal Sales Tax Director

Date: April 1, 2026

Re: Marketplace Facilitator Changes to ARSSTC

At the March 31, 2026 ARSSTC Members meeting, the membership approved substantial changes to the Intergovernmental Agreement and Uniform Remote Seller Sales Tax Code (Uniform Code). The approved changes are intended to allow certain marketplace facilitators that facilitate services and rentals within a municipality, to report and remit directly to the ARSSTC.

As requested by ARSSTC members, member jurisdictions do have the option to “opt-out” of the revisions. However, all ARSSTC member jurisdictions do need to adopt the amended Intergovernmental Agreement for purposes of ARSSTC membership.

Following is an outline of the next steps that member jurisdictions need to take. It is split up by whether or not a member jurisdiction chooses to “opt-out” of the revisions.

Members who wish to Opt-Out

1. Inform ARSSTC staff as soon as possible when the decision is made to opt-out of requiring marketplace collection.
2. The local council / assembly will still need to adopt the amended Intergovernmental Agreement within 120 days.

Members who wish to require all Marketplaces to collect & remit through the ARSSTC

1. Adopt the amended Uniform Code.
 - a. If you previously adopted the Uniform Code by reference, these amendments will automatically be adopted.
 - b. If you are unsure whether the Uniform Code was originally adopted by reference or not, please contact ARSSTC staff for confirmation.
2. Adopt certain additional provisions and definitions in your own local sales tax code.
 - a. Every member wishing to require collection of marketplaces needs to take this step.
 - b. Please follow the Model Ordinance language provided with this memo.
 - c. If you have an additional bed tax, the bed tax code will likely also need some edits, similar to the sales tax code edits.
3. Members should work with their city attorney staff as appropriate to fit the recommended changes into your tax code.
4. ARSSTC staff and legal consulting are also available to assist and review the adopting ordinance.



Timeline

The overall target for implementation and adoption is July 1, 2026. However, this is not a firm deadline as we recognize this may not be achievable for many communities.

Staff recommends that members draft their adopting ordinances with an effective date that is immediate upon adoption. We will then communicate to marketplaces the appropriate effective date, providing them with at least 30 days' notice. This 30 days' notice is the same requirement for member jurisdiction tax rate and exemption changes currently disseminated to remote sellers.

Alaska Intergovernmental Remote Seller Sales Tax Agreement

As Amended

March 31, 2026

Alaska Intergovernmental Remote Seller Sales Tax Agreement

This Agreement is made and entered into by the signatories representing Alaska's cities and boroughs to enable them to implement single-level, statewide administration, collection, remittance, and enforcement of sales tax from remote sellers and marketplace facilitators. Except with respect to marketplace facilitators, the provisions of the Agreement do not apply to administration and collection of sales taxes for the sales of goods, services, and rentals originating from within the boundaries of a member municipality. The provisions of this Agreement do not restrict how a member municipality administers and collects sales tax on such sales, nor on sales made by those retailers with a physical presence in the municipality. The provisions of this Agreement do apply to the administration, collection, remittance, and enforcement of sales taxes for the sales of goods, services, and rentals facilitated by a marketplace facilitator. The authority to set rates and exemptions is maintained by the member municipality.

Article I. Background Principles.

1. The signatories wish to enable local governments to benefit from opportunities for collection of existing sales tax on sales made by remote sellers and marketplace facilitators. Remote sellers are sellers who sell, often through the internet, products or services in a taxing jurisdiction without having a physical presence in the taxing jurisdiction. Marketplace facilitators provide a platform that sellers can use to sell or rent their property, products or services to the public.
2. The collection of remote sales tax provides a level playing field for local businesses and strengthens the ability of local governments to provide public services and infrastructure.
3. The signatories are particularly mindful of the specific holding in, and implications of, the Supreme Court's *South Dakota v. Wayfair* decision, which provides guidance relative to nexus and the legal defensibility of a single-level statewide administration that reduces or removes potential burdens to interstate commerce.
4. Alaska's local governments have the authority to enter into intergovernmental agreements and applicable taxing authority has been delegated to organized boroughs and cities.
5. The signatories desire to establish an intergovernmental entity, the Alaska Remote Seller Sales Tax Commission (the "Commission") to enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers.
6. The signatories further desire to allow member jurisdictions to authorize the Commission to centrally administer sales tax collection, remittance, and enforcement on sales of goods, services or rentals made through a marketplace facilitator.

Article II. Purpose.

The purpose of this Agreement is to:

1. Enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers and sales made by marketplace facilitators using a single statewide intergovernmental entity;
2. Provide for and promote reasonable uniformity and compatibility in significant components of local sales tax levy and collection on sales made by remote sellers and marketplace facilitators in order to facilitate streamlined joint administration; and
3. Facilitate taxpayer and tax collector convenience and compliance in the filing of tax returns, the payment of tax, and in other phases of tax administration of sales made and services provided by remote sellers and marketplace facilitators.

Article III. Definitions.

As used in this Agreement:

1. “Commission” means the Alaska Remote Seller Sales Tax Commission established pursuant to this Agreement.
2. “Local Government” means any home rule, first class, or second class borough, or any home rule, first class, or second class city, or unified municipality in Alaska.
3. “Member” means a Local Government signatory to this Agreement.
4. “Remote seller” means any corporation, partnership, firm, association, governmental unit or agency, or person acting as a business entity that sells property or products or performs services in the State of Alaska or a taxing municipality in the state, using the internet, mail order, or telephone, without having a physical presence in the state or taxing municipality.
5. “Sales tax” means a tax imposed with respect to the transfer for a consideration of ownership, possession, or custody of property, the rental of property, or the rendering of services measured by the price of the property transferred or services provided.
6. “Marketplace facilitator” means a person that provides for sellers a platform to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale or rental of the seller’s property, products, or services through a physical or electronic marketplace operated by the person, and engages:
 - a. Directly or indirectly, through one or more affiliated persons in any of the following:
 - i. Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
 - ii. Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
 - iii. Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
 - iv. Software development or research and development activities related to any of the activities described in (b) of this subsection (6), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person;
 - b. In any of the following activities with respect to the seller’s property or services:
 - i. Payment processing services;
 - ii. Fulfillment or storage services;
 - iii. Listing products for sale;

- iv. Setting prices;
- v. Branding sales as those of the marketplace facilitator;
- vi. Order taking;
- vii. Advertising or promotion; or
- viii. Providing customer service or accepting or assisting with returns or exchanges.

Article IV. The Commission.

1. Organization and Management.

- a. The Alaska Remote Seller Sales Tax Commission (the “Commission”) is hereby established as an intergovernmental entity in the state of Alaska. It will be comprised of one designated representative from each Member, who shall have the authority to act on the Member’s behalf.
- b. Each Member will be entitled to one vote.
- c. To assist conducting business when the full Commission is not meeting, the Commission will annually elect a Board of Directors of seven members, including officers. The Board of Directors will act subject to the provisions of this Agreement and as provided in the bylaws of the Commission, as ratified by the members.
- d. No action will be binding unless approved by a majority of the Directors present at a meeting.
- e. The Commission will adopt an official logo.
- f. The Commission will hold an annual meeting each year, with telephonic participation provided for, in addition to scheduled regular meetings and special meetings as provided by its bylaws. Notices of special meetings must include the reasons for the meeting and the items to be considered.
- g. The Commission will elect annually, from among its members, a President, a Vice President, a Secretary, and a Treasurer. The bylaws of the Commission shall provide for nomination and election of officers.
- h. The Commission will contract at formation for support and administrative functions with the Alaska Municipal League (AML). The Executive Director of the AML will serve as a liaison between the Commission and AML and may appoint necessary staff support. This provision will be revisited within three years of legal formation of the Commission.

- i. The Commission may contract for supplies and professional services, and delegates to AML the same ability on its behalf.
- j. To carry out any purpose or function, the Commission may accept and utilize donations and grants of money, equipment, supplies, materials and services, conditional or otherwise, from any Member or governmental entity.
- k. The Commission may establish one or more offices for the transacting of its business. Upon formation, its registered office and place of business will be the Alaska Municipal League at One Sealaska Plaza, Suite 302, Juneau, AK 99801, or as such location as the Board of Directors designates.
- l. The Members will adopt the initial bylaws of the Commission. The Commission will make its bylaws easily accessible for Members and prospective members. The power to adopt, alter, amend or repeal bylaws is vested in the Board of Directors unless it is reserved to the Members per the bylaws. The bylaws shall contain provisions for the regulation and management of the affairs of the Commission not inconsistent with this Agreement.
- m. The Commission will provide annual reports to its members covering its activities for the preceding fiscal year. The Commission may make additional reports.

2. Committees.

- a. In furtherance of its activities, the Commission may establish advisory and technical committees by a majority vote of the membership body. Membership on a technical committee, may include private persons and public officials. Committees may consider any matter of concern to the Commission, including issues of special interest to any member and issues pertaining to collection of sales tax on behalf of members.
- b. The Commission may establish additional committees by a majority vote of the membership or Board of Directors as its bylaws may provide.
- c. Committees may not take any action but may recommend action to the Board of Directors for consideration.

3. Powers.

In addition to powers conferred elsewhere in this Agreement and in the bylaws, the Commission may:

- a. Study federal, state and local sales tax systems, and particular types of state and local taxes.
- b. Develop and recommend proposals to promote uniformity and compatibility of local sales tax laws with a view toward encouraging the simplification and improvement of local tax law and administration.

- c. Compile and publish information to support and assist members in implementing the Agreement or assist taxpayers in complying with local government sales tax laws.
- d. Do all things necessary and incidental to the administration of its functions pursuant to this Agreement, including:
 - i. Sue and be sued.
 - ii. Administer provisions of uniform sales tax ordinances pursuant to authority delegated by Members
- f. The Commission may create and adopt policies and procedures for any phase of the administration of sales tax collection and remittance in accordance with this Agreement and the Commission's bylaws, including delegated authority to administer taxation or prescribing uniform tax forms. Prior to the adoption of any policy, the Commission will:
 - 1. As provided in its bylaws, hold at least one meeting after due notice to all members and to all taxpayers and other persons who have made timely requests to the Commission for advance notice of its policy-making proceedings.
 - 2. Afford all affected members and interested persons an opportunity to submit relevant written comments, which will be considered fully by the Commission.
- g. The Commission will submit any policy adopted by it to the designated representative of all Members to which they might apply. Each such Member will in turn consider any such policy for adoption in accordance with its own laws and procedures.
- h. Amend this Agreement by majority vote of the Members at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed amendments.

4. Finance.

- a. At least 90 days prior to the start of a new fiscal year, the Board of Directors will adopt a budget of its estimated expenditures for the upcoming fiscal year and submit to Members.
- b. The Commission will follow a July 1 to June 30 fiscal year.
- c. The Commission's budgets must contain specific recommendations for service fees built into statewide administration. Service fees will account for direct staff and software costs, and indirect costs, as justifiable to the Board of Directors.
- d. The Commission will not pledge the credit of any member. The Commission may meet any of its obligations in whole or in part with funds available to it, provided

that it takes specific action to set aside such funds prior to incurring any obligation to be met in whole or in part in such manner. Except where the Commission makes use of funds available to it, the Commission may not incur any obligation prior to the allocation and commitment of funds adequate to meet the same.

- e. The Commission must keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Commission will be subject to the audit and accounting procedures established under its bylaws. All receipts and disbursements of funds handled by the Commission will be audited annually by a certified public accountant and the report of the audit will be included in and become part of the annual report of the Commission to Members.
- f. The accounts of the Commission will be open at any reasonable time for inspection by duly constituted officers of the Members, the State of Alaska, and by any persons authorized by the Commission.
- g. Nothing contained in this Article may be construed to prevent Commission compliance with laws relating to audit or inspection of accounts by or on behalf of any government contributing to the support of the Commission.

Article V. Membership Requirements; Remote Seller Sales Tax Code.

- 1. To obtain and retain full membership, the Local Government must submit either an Ordinance or Resolution authorizing entry into the Agreement, including to:
 - a. Designate the individual at the municipality that may execute initial binding documents on behalf of the municipality and who will be the Member's representative on the Commission.
- 2. Once the Commission adopts its bylaws and adopts a uniform Remote Sellers Sales Tax Code, members must submit an Ordinance or Resolution that:
 - a. Delegates remote seller sales tax registration, exemption certification, collection, remittance, and audit authority to the Commission.
 - b. Within one hundred twenty (120) days, adopts, by reference or otherwise, the Remote Seller Sales Tax Code in its entirety as it pertains to collection of sales tax from remote sellers and marketplace facilitators.
 - c. The member may, at its discretion, adopt provisions in its local sales tax code to extend its local sales tax to sales of goods, services, or rentals through marketplace facilitators.
- 3. To retain full membership status, changes made to the Agreement or Code should be ratified by the Member within one hundred twenty (120) days of the date the Commission adopts the change.
- 4. The Member must provide notice of tax or boundary changes to the Commission and must

assure the Commission of the accuracy of rates and exemptions. Rate and exemption changes will take effect within thirty (30) days of the date the Commission receives notice of the tax or boundary change.

Article VI. Sales Tax Collection and Administration.

1. Collection; Registration; Remittance.

- a. Every remote seller and marketplace facilitator meeting the Threshold Criteria of one hundred thousand (\$100,000) in annual gross sales occurring in Alaska during the current or previous calendar year, shall collect sales taxes from the buyer at the time of sale or service and shall transmit the sales taxes collected to the Commission on a monthly or quarterly basis.
- b. The Commission will remit and report to Members by the last business day of the month.
- c. A remote seller or marketplace facilitator meeting the Threshold Criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the adoption of this Remote Seller Sales Tax Code and/or within thirty (30) calendar days of meeting the threshold, whichever occurs later. Registration shall be to the Commission on forms prescribed by the Commission as set out in the remote seller sales tax code.
- d. Upon receipt of a properly executed application, the Commission shall issue the applicant a certificate of registration, stating the legal name of the seller, the primary address, and the primary sales tax contact name and corresponding title. A list of registered sellers shall be made available on the Commission's webpage.

2. Returns; Confidentiality.

- a. The Commission will provide all sales tax return information to the taxing jurisdiction, consistent with local tax codes.
- b. All returns, reports and information required to be filed with the Commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:
 - i. Employees and agents of the Commission and taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
 - ii. The person supplying such returns, reports and information; or
 - iii. Persons authorized in writing by the person supplying such returns, reports and information.

3. Title; Penalty and Interest; Overpayment.

- a. Upon collection by the seller, title to the sales tax vests in the Commission and the member on whose behalf the original tax arose. The Commission shall act as a third-party trustee and remit taxes collected on behalf of the member no later than thirty (30) days after each filing deadline.
 - b. The Remote Sellers Sales Tax Code shall establish the per annum interest rate and any applicable penalties for late or non-compliant remote sellers.
 - c. Upon request from a buyer or remote seller the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller shall process the refund and amend any returns accordingly.
4. Audit; Compliance and Enforcement.
- a. The Commission shall have sole audit authority and will make final determinations regarding: (1) whether a remote seller or marketplace facilitator meets Threshold criteria; (2) the accuracy of returns filed by a remote seller or marketplace facilitator with the Commission; and (3) whether a remote seller or marketplace facilitator filing returns with the Commission is in compliance with collection and remittance obligations.
 - b. The Commission shall have authority to enforce issues relating to the Remote Sellers Sales Tax Code including, but not limited to, the collection of late fees and penalties, and filing of civil suits and injunctions.

Article VII. Entry into Force and Withdrawal.

- 1. This Agreement will be in force and effective when formally approved by any seven signatories and will terminate if membership falls below seven.
- 2. Any Member may withdraw from this Agreement through ordinance or resolution rescinding signatory action and giving notice to the Commission of the effective date of the ordinance, with a minimum of 30 days' notice. Withdrawal will not affect any liability already incurred by or chargeable to a Member prior to the effective date of such withdrawal. The obligations of the Commission to remit and report remain until no longer necessary.

Article VIII. Effect on Other Laws and Jurisdiction.

Nothing in this Agreement may be construed to:

- 1. Affect the power of any local government to fix rates or tax exemptions, except that all members must adopt and implement the Commission's common definitions and tax code changes or demonstrate parity or non-applicability.

2. Withdraw or limit the authority of local government with respect to any person, corporation, or other entity or subject matter, except to the extent that such authority is expressly conferred by or pursuant to this Agreement upon another agency or body.
3. Supersede or limit the jurisdiction of any court of the State of Alaska.

Article IX. Construction and Severability.

This Agreement shall be liberally construed so as to effectuate its purposes. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared or held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and its applicability to any government, agency, person or circumstance will not be affected. If any provision of this Agreement is held contrary to the charter of any member, the Agreement will remain in full force and effect as to the remaining members and in full force and effect as to the Member affected in all other provisions not contrary to charter.

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 26-048

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA ADOPTING
THE AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE ALASKA
REMOTE SELLER SALES TAX COMMISSION AND AUTHORIZING THE CITY
MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE
DOCUMENTS.

WHEREAS, The Alaska Remote Seller Sales Tax Commission (ARSSTC) was established via an
intergovernmental agreement in 2019 to coordinate sales tax collection for remote sales into Alaska;
and

WHEREAS, The ARSSTC provides governance over the streamlined, single-level administration
of sales tax collection and remittance while ensuring due diligence, and passed The Uniform Code
establishing remote sales tax collection rules in November 2019; and

WHEREAS, The City of Homer joined the ARSSTC and agreed to the Intergovernmental
Agreement with the adoption of Resolution 19-077; and

WHEREAS, At the March 31, 2026, ARSSTC Members meeting, the membership approved
substantial changes to the Intergovernmental Agreement that are intended to allow certain
marketplace facilitators that facilitate services and rentals within a municipality, to report and remit
directly to the ARSSTC; and

WHEREAS, ARSSTC members requested that member jurisdictions have the option to opt-out
of the revisions and that was approved by the ARSSTC, with the understanding that local
councils/assemblies will still need to adopt the amended intergovernmental agreement; and

WHEREAS, Legislation will come forward on August 10, 2026 for the consideration of opting in
our out of the revisions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby adopts the
amended intergovernmental agreement and authorizes the City Manager to negotiate and execute the
appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 27th day of July, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

47 ATTEST:

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50 AMY WOODRUFF, CITY CLERK

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52 Fiscal note: N/A



MEMORANDUM

CC-26-141

Resolution 26-049, a Resolution of the City Council of Homer, Alaska Awarding a Contract to Design Repairs of Flood Damage at the Homer Municipal Airport to RESPEC Engineering Services Company, LLC of Homer, Alaska in the Amount of \$369,469 and Authorizing the City Manager to Execute the Appropriate Documents.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: July 8, 2026
From: Daniel Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

SUMMARY:

The purpose of this Memorandum is to recommend award of a contract for design and construction administration services to RESPEC Engineering Services Company, LLC (RESPEC) for \$369,469 towards the restoration of the Homer Municipal Airport Terminal Building from flood related damages.

BACKGROUND:

On March 22, 2026, there was a water line break adjacent to the Homer Municipal Airport Terminal Building. This water line break resulted in flooding which caused significant damage to both the interior and exterior of the building. An insurance claim was filed with the City of Homer's (City's) insurance provider to cover repairs related to the damage. Ordinance 26-22 was adopted appropriating \$100,000 in funding towards the City's insurance deductible related to making all the necessary repairs. Ordinance 26-22 additionally authorized the City Manager to execute all contracts related to making remedial repairs.

On March 23, 2026 a Purchase Order was issued to Custom Carpet Cleaners LLC at the direction of the City's insurance provider to provide immediate remediation services to clean up the building and dry out any water damage prior to the formation of mold. Immediate response to water damage prevents much more costly renovations.

On March 23, 2026 a task order was issued to RESPEC to conduct a structural damage assessment on the building related to the damage. Based upon the findings of the initial structural assessment which indicated fill below the concrete slab had been removed, leaving a void space, a second task order was issued on April 17, 2026 to RESPEC to perform a ground penetrating radar (GPR) study as a means of conducting a non-destructive investigation into the extent of the void spaces below the concrete slab. Upon completion of the GPR study, the City contracted with J. Young Construction to conduct a

physical observation of the void spaces below the slab by cutting holes through the concrete floor in locations where void spaces were detected.

An RFP was advertised in the Homer News on May 28 and June 4, 2026, in accordance with the City of Homer Procurement Policy Manual for design and construction administration services for repairs to the Airport Terminal Building. On June 23, one proposal was received from RESPEC for \$369,469. The City reviewed the proposal and found that RESPEC was a qualified proposer and shared the proposal with the City's insurance provider for review and approval prior to advancement of this Resolution.

RECOMMENDATION:

The Public Works Department recommends that a contract be awarded to RESPEC Engineering Services Company, LLC in the amount of \$369,469 for designing repairs to flood damage at the Homer Municipal Airport.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 26-049

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AWARDING A CONTRACT TO DESIGN REPAIRS OF FLOOD DAMAGE
AT THE HOMER MUNICIPAL AIRPORT TO RESPEC ENGINEERING
SERVICES COMPANY, LLC OF ANCHORAGE, ALASKA IN THE
AMOUNT OF \$369,469 AND AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, On March 22, 2026 there was a water line break at the Homer Municipal
Airport which caused extensive flood damage to the facility; and

WHEREAS, Contracts were issued to RESPEC Engineering Services Company, LLC
(RESPEC) to do a structural damage assessment and perform a ground penetrating radar
study to fully assess the extent of the damage and to Custom Carpet Cleaners to perform
remediation services to clean up the building and prevent further damage from the flooding;
and

WHEREAS, Engineering services are now being solicited to design the full repairs for
the building and sequence the work so the construction related repairs occur while
maintaining continuity of service; and

WHEREAS, The Public Works Department advertised an RFP for such services and on
June 23, 2026, one proposal was received from RESPEC; and

WHEREAS, RESPEC's proposal demonstrated they were a qualified proposer, and as the
only proposal was found to be the winning proposal; and

WHEREAS, RESPEC's proposal was also presented to the City's insurance
representatives for review and acceptance and was found to be acceptable; and

WHEREAS, This contract will be paid by insurance settlement funds for the Homer Municipal
Airport Terminal water line break.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
awards a contract for designing repairs to flood damage at the Homer Municipal Airport to
RESPEC Engineering Services Company, LLC in the amount of \$369,469 and authorizes the City
Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this ___th day of ___, 2026.

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CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

Fiscal Note: See Memorandum CC-26-xxx



MEMORANDUM

CC-26-142

Resolution 26-050, A Resolution of the City Council of Homer, Alaska, approving a lease agreement with the United States Coast Guard for the Pioneer Dock and associated Property, and authorizing the City Manager to negotiate, finalize and execute the Lease and related documents.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: July 22, 2026
From: Mark Bowman, Port Property Associate
Through: Melissa Jacobsen, City Manager

Background

Staff has conducted a detailed review of the City's leases with the U.S. Coast Guard (USCG), with particular focus on the new draft lease, HSCG89-26-1-0012. The lease number is likely to change. The new lease is proposed for a twenty (20) year term beginning August 1, 2026. The review identified several inconsistencies in the former lease, particularly related to changes in the leased premises that were adopted in 2010 but not reflected in the proposed documents. These changes have been corrected. As of the date of this memorandum, staff are negotiating a 2.9% fixed annual escalation and a provision requiring City approval before the USCG may abandon improvements at the end of the lease term or upon termination.

Premises

The Pioneer Dock Lease includes an annual rent payment of \$4,680 that is contractually fixed for "the life of the dock." The former lease included a parcel used for parking 25 vehicles. In 2010, that parcel was exchanged for the current approximately 15,540 square feet of Lot 45-A to better align with USCG operations near Pioneer Dock and the existing warehouse lease (DTC89-03-L-J-DL-025). This change was not recorded in the former lease; however, the inaccuracies have been corrected in the new lease.

Financial Terms

While the \$4,680 annual dock lease payment must remain unchanged under the original agreement, the \$11,400 allocated annually for maintenance and repair is not tied to the "life of the dock" provision. Staff recommend increasing the maintenance and repair amount to reflect cumulative inflation since 2003, resulting in an adjusted annual amount of approximately \$19,334.40. The proposed lease will also include a fixed annual escalation of 2.9% (the final amount is currently being negotiated).

Port and Harbor Advisory Commission Recommendation:

The Port and Harbor Advisory Commission's recommended adoption of the Pioneer Dock Lease as negotiated by the City Manager. The draft minutes from the June 24, 2026 meeting are as follows:

"C. Review of the USCG Pioneer Dock Lease

Commissioners discussed the staff memorandum requesting support for changes to the lease with the US Coast Guard.

HAGGERTY/DUDA MOVED TO RECOMMEND TO CITY COUNCIL THAT THEY ADOPT THE LEASE AS NEGOTIATED BY THE CITY MANAGER.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried."

Recommendation:

Approve Resolution 26-050

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

Lease Date: 08/01/2026	Lease No: HSCG89-26-1-0012	Lease Name: AK Homer Pioneer Dock Mooring
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THIS LEASE entered into on this 01 day of August, 2026 by and between **City of Homer** ("Lessor"), whose principal place of business is located at **491 East Pioneer Avenue, Homer, Alaska, 99603-7624**, and whose interest in the property hereinafter described as that of **OWNER**, and the UNITED STATES OF AMERICA, acting by and through a duly authorized official of the Department of Homeland Security, United States Coast Guard ("Government"), by the authority found in 14 U.S.C. § 501(e), to use and occupy the Premises under the terms and conditions set forth herein.

WITNESSETH: The parties, for the consideration hereinafter mentioned, covenant and agree as follows:

PREMISES. Lessor hereby leases to the Government the following described Premises, being all or a portion of the property located at: **4688 Homer Spit Rd, Homer, AK 99603**. Leased space includes the space shown and depicted within Exhibit "A". Site to be used for Government Purposes.

- West Trestle portion of Pioneer Dock located at the northern side of the eastern terminus of the Homer Spit near the City of Homer, together with right of access thereto and all improvements, shore connections, and other appurtenances thereon (Collectively "Pioneer Dock"), and
- Parking for up to 25 vehicles on a portion of Lot 45-A, approximately 15,540 SQFT, adjacent to Lot 20 (Parcel 18103445 and 18103446).

1. **TERM.** TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on **August 01, 2026** through **July 31, 2037**, subject to termination and renewal rights as may be hereinafter set forth. "Term" constitutes the period of time from the base year, including all option renewal years, through to the terminal year and expiration of the lease. Subject to the availability of funds, this Lease may, at the option of the Government, be renewed annually through **August 31, 2037**. The Government's option shall be deemed exercised and the lease renewed each year provided notice be given in writing to the Lessor at least thirty (30) days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during the renewal term unless otherwise agreed to by all the parties with a signed modification to this lease using a Supplemental Lease Agreement (SLA).

This is a ☐ New Lease, ☒ Succeeding Lease (Prior lease # DTCG89-03-L-J-DL-034).

- a. **HOLDOVER.** In the event where the lease term has expired, the Government needs to remain on the Premises and a succeeding lease has not been executed, the Government and the Lessor will enter into a Standstill Agreement wherein the terms of the previously expired lease remain in effect for a period of time, not to exceed one year. Both parties will work toward executing the succeeding lease expeditiously to reduce the time of the holdover period.
2. The Lessor Shall furnish to the Government, as part of the rental consideration, the following:
- a. Dedicated, undisturbed, unlimited use of the dock surface and adjacent berthing space at the West Trestle of Pioneer Dock. The West Trestle of Pioneer Dock shall meet the requirements detailed in Exhibit "B", attached hereto and incorporated herein by this reference. The Government shall have the right, when required by elevated National or Homeland security or operational conditions, to close the dock security fencing to secure the West Trestle.
 - b. Full and unobstructed access to shore tie connections as described in Exhibit "C", attached hereto and incorporated herein by this reference.
 - c. Parking space, consisting of up to 25 vehicles, for exclusive use by the Government, together with right of access thereto. The parking areas and their access shall be lighted. The parking areas shall be well drained and have a surface that is suitable for normal vehicular traffic. Parking on dock is limited to government vehicles, government equipment, Commanding Officer and Executive Officer parking.
3. **CONSIDERATION.** The Government shall pay the Lessor annual rent of **\$24,014.40**, at a monthly rate of **\$2,0001.20**, payable in arrears. Rental payments for less than a month shall be prorated. Rent payments shall be paid by electronic funds transfer payable to: **City of Homer**. Any SLA shall be in writing and executed by duly authorized real estate contracting officer (RECO) on behalf of the Government and authorized representative on behalf of the Lessor.

- a. **RENTAL PAYMENTS:** Rental payments shall be paid by: US Coast Guard Finance Center, Commanding Officer 1430A Kristina Way, Chesapeake, VA 23326. For help or assistance contact Customer Service at 800-564-5504 or 757-523-6940. Lease payments will be made from USCG accounts. All rents are subject to the U.S. Congress granting annual appropriations.
- b. **LEASEHOLD IMPROVEMENTS:** Government agrees to reimburse the Lessor for buildout costs of \$ N/A within thirty (30) days post beneficial occupancy or completion, by way of one (1) lump sum payment.
- c. **RENT SCHEDULE:** This lease may be renewed, at the option of the Government for nineteen (19) successive option years, as per the following rent schedule:

LEASE TERM	Start	End	ANNUAL RENT	MONTHLY RENT
Base Year	8/1/2026	7/31/2027	\$ 24,014.40	\$ 2,001.20
Option Year 1	8/1/2027	7/31/2028	\$ 24,014.40	\$ 2,001.20
Option Year 2	8/1/2028	7/31/2029	\$ 24,014.40	\$ 2,001.20
Option Year 3	8/1/2029	7/31/2030	\$ 24,014.40	\$ 2,001.20
Option Year 4	8/1/2030	7/31/2031	\$ 24,014.40	\$ 2,001.20
Option Year 5	8/1/2031	7/31/2032	\$ 24,014.40	\$ 2,001.20
Option Year 6	8/1/2032	7/31/2033	\$ 24,014.40	\$ 2,001.20
Option Year 7	8/1/2033	7/31/2034	\$ 24,014.40	\$ 2,001.20
Option Year 8	8/1/2034	7/31/2035	\$ 24,014.40	\$ 2,001.20
Option Year 9	8/1/2035	7/31/2036	\$ 24,014.40	\$ 2,001.20
Option Year 10	8/1/2036	7/31/2037	\$ 24,014.40	\$ 2,001.20
Option Year 11	8/1/2037	7/31/2038	\$ 24,014.40	\$ 2,001.20
Option Year 12	8/1/2038	7/31/2039	\$ 24,014.40	\$ 2,001.20
Option Year 13	8/1/2039	7/31/2040	\$ 24,014.40	\$ 2,001.20
Option Year 14	8/1/2040	7/31/2041	\$ 24,014.40	\$ 2,001.20
Option Year 15	8/1/2041	7/31/2042	\$ 24,014.40	\$ 2,001.20
Option Year 16	8/1/2042	7/31/2043	\$ 24,014.40	\$ 2,001.20
Option Year 17	8/1/2043	7/31/2044	\$ 24,014.40	\$ 2,001.20
Option Year 18	8/1/2044	7/31/2045	\$ 24,014.40	\$ 2,001.20
Option Year 19	8/1/2045	7/31/2046	\$ 24,014.40	\$ 2,001.20

- d. **ELECTRONIC FUNDS TRANSFER.** The Government will make payments under this lease by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of funds. In the event the EFT information changes, the Lessor shall be responsible for updating the information in SAM.
- During the performance of this contract, in the event the Lessor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in Paragraph 3, above must be received by the appropriate Government official no later than thirty (30) days prior to the date such change is to become effective.
 - The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
 - Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

- d) **Lessor is responsible for keeping current enrollment in Systems for Awards Management (SAM).** To remain active, vendors must update or renew their registration annually. If the Lessor's SAM enrollment expires, the Government will cease making payments under this Lease until the Lessor renews the SAM registration. This will apply to all payments that the Government is required to make under this Lease, and no interest shall accrue as the result of such non-payment. Lessor may access SAM registration electronically at www.sam.gov.

4. The following are attached and made a part hereof:

- a. Exhibit A, Premises (Drawing entitled Homer Dock Lease USCGC ASPEN MOORINGS HOMER ALASKA)
- b. Exhibit B, Dock Requirements (As established by May 2001 Cooperative Agreement)
- c. Exhibit C, Shore Tie Requirements (As established by May 2001 Cooperative Agreement)
- d. The General Clauses (GSA Form 3517A); and
- e. Representations and Certifications (GSA Form 3518)
- f. Exhibit D, Description of Alterations and Provision for Payment.

5. **TERMINATION:** The Government may terminate this lease without cause, at any time by giving at least thirty (30) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. The effective date of termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. Notice shall be given to the points of contact provided by the lessor. No rent shall accrue after the effective date of termination.
6. **LEASEHOLD IMPROVEMENTS:** A leasehold improvement is defined as any new improvement, addition, or alteration to leased property to adapt the property for the specific use of the Coast Guard.

The Government shall have the right during the term of this lease to install, operate, maintain, repair and replace upon the Premises, any equipment and signs necessary for, or related or ancillary to, the performance of any Government mission or activity. Title to all property which the Government may place upon or attach to the leased premises shall be and will remain the property of the Government, and the property of the Government may be removed or otherwise disposed of by the Government in accordance with applicable law. Upon termination of this lease and for thirty (30) days after the termination, the Lessor shall permit the Government all reasonable access to the Premises for the purpose of removing or otherwise disposing of said equipment.

- a. **TENANT IMPROVEMENTS.** Tenant improvements are defined as lessor-approved improvements to the premises that build out a property for the specific use of the Government. Tenant improvements will be abandoned at the discretion of the Government upon the early termination or expiration of the lease. If the property is abandoned by the Government, then the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith. The Government will not be responsible for restoring the Premises to the condition existing at the time of the signing of the lease. ~~Lessor shall furnish tenant improvements to the Government, as part of the rental consideration, to provide, build out, the described leasehold improvements. See attached Exhibit "___"~~

- b. **COAST GUARD IMPROVEMENTS.** Coast Guard improvements are defined as any temporary or permanent structure, apparatus, and/or equipment constructed by or for the Government on lessor's property for the specific use of the Coast Guard. Coast Guard improvements will remain the property of the Government throughout the duration of the lease. Upon lease expiration or early termination, the Government may either abandon improvements in place, or remove them.

- i. **ABANDONMENT.** Lessor shall have no right to require the Government to restore the Premises upon expiration or upon early termination of the lease, and waives all claims against the Government for damages, or restoration arising from or related to: the Government's normal and customary use of the Premises (normal wear and tear) during the term of the Lease (including any extensions thereof), as well as any initial or subsequent improvements to the Premises regardless of whether such improvements are performed by the Lessor or by the Government. At its sole option, the Government may abandon property on the Premises following expiration or earlier termination of the lease, in which case the improvement will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith. If the Government makes the decision to remove the improvements, but the Lessor requests to keep the improvements, then the Government shall negotiate the terms of abandonment at that time.

7. **ELECTRIC VEHICLE CHARGING:** In the event the Government elects to install up to two (2) wall mounted electric vehicle charging stations, Government is permitted the exclusive use of the two (2) parking spaces for the duration of the Lease for Government's electric vehicle parking and charging in a location to be determined by the Lessor. Government may provide up to two (2) wall mounted electric vehicle charging stations for Government's exclusive use via utility connected stations to Government's electrical meter. All expenses, including but not limited to the cost of electricity for vehicle charging station(s) shall be the responsibility of the

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LESSOR / GOV

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Government at Government's sole cost and expense. Government also has the option to abandon the equipment in place upon the termination of this Lease. Lessor shall have no obligation to enforce any parking rights and the use of the electric vehicle charger(s).

8. INGRESS/EGRESS. The Government, its contractors, agents and other duly assigned personnel, shall always have the right of ingress and egress (including, but not limited to vehicular and pedestrian), with necessary equipment, to the Premises and other necessary areas under the Lessor's control, access to which is necessary for the Government's full use of the Premises. Lessor further agrees to maintain said ingress and egress so that the ingress/egress is traversable in a safe manner.
9. TENANTABLE CONDITION. The Lessor shall maintain the Premises and all equipment, fixtures, and appurtenances furnished by the Lessor under the lease ("Lessor's Equipment"), in good repair and tenantable condition. Upon request of the Government Representative, the Lessor shall provide written documentation that the Lessor's Equipment is maintained, tested, and operational. The Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the Lessor's Equipment and make any and all necessary repairs and or replacements. Failure by the Lessor to maintain the Lessor's Equipment in good repair and tenantable condition may result in immediate termination as determined by the Government.
10. REPAIR AND MAINTENANCE: The Lessor shall be responsible for repair and maintenance of the Premises, including the pier, camels, building(s), and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Provided however that Government will be responsible for maintenance of the winch system, floating bollards and fixed pedestal crane, which is further detailed in Exhibit D, Description of Alterations and Provision for Payment.
11. GSA GENERAL CLAUSES: This lease incorporates the applicable clauses in GSA Form 3517A, 3517B and 3517D ("General Clauses"), and GSAR clauses with the same force and affect as if they were given in full text. Upon request, the Government will make the full text available or can be found at [3517b \(gsa.gov\)](https://www.gsa.gov/3517b). Read through these clauses before executing this lease.
12. FOREIGN OWNERSHIP AND FINANCING: The provisions of GSAR 552.270-33 Foreign Ownership and Financing Representation for High-Security Lease Space (JUN 2021) and GSAR 552.270-34 Access Limitations for High-Security Leased Space (JUN 2021) are incorporated herein by reference when the lease is for a high-security leased space FCL Level III, IV or V. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33) and complete all required representations and certifications within SAM (See paragraph 3(b)). In addition, for leases FSL III, IV or V, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space form. If applicable, the representation must be completed annually and attached as an exhibit to this lease.
13. GREEN LEASE REQUIREMENTS: ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2023) will be followed and complied to by the Lessor, when applicable. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost-effective energy efficiency and conservation improvements. As per Executive Order 14057, for leases that are 25,000 rentable square feet (RSF) or greater and where the Federal Government occupies 75% or more of the total building, the Lessor shall annually report building performance information for energy consumption, greenhouse gas emissions, and water usage. The Lessor shall report the required information in the Environmental Protection Agency (EPA) Portfolio Manager Tool, or any successor tool. All required disclosure information shall be reported for each year of the lease, beginning with the first full calendar year of the lease term. All disclosure data for the previous full calendar year must be reported no later than March 31st of the following year.
14. LESSOR'S TAX IDENTIFICATION. All leases must include either a nine-digit Federal Tax Identification number or a Social Security Number.
Name of Lessor as listed in SAM.GOV registration: **City of Homer**
UEID Number: **QPAPRFMET7Q1** CAGE ID: **1X3A0**
Lessor is subject to GSA guidance/clauses in place at the time of the execution of the lease.
We recommend that the Lessor print out the provisions on the date of the contract for more information.
15. COMPLIANCE WITH APPLICABLE LAW. The Lessor shall comply with all Federal, State and local laws applicable to the Lessor as owner or lessor, or both, of the Premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law. The State law referred to in this paragraph is the law of the State where the property is located.
16. CHANGE OF OWNERSHIP/ NOVATION (OCT 2021). If during the term of the lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify Government, in writing, within five (5) days of any transfer of ownership of the described property, change in Payee or payment mailing address. Request must include the current deed and supporting documentation. If

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the only change is the Lessor's name, then this will be documented in an SLA, and the Government's and the Lessor's respective rights and obligations remain unaffected. If title to the Property is transferred, then this constitutes a novation. In a novation, where the rights and obligations under the Lease are transferred to the new owner, an SLA will be used to document the change. In addition to all documents required by FAR 42.1204, the Government may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

17. **SUCCESSORS BOUND.** The Lease shall bind and inure to the benefit of the parties, and their respective heirs, executors, administrators, and successors.
18. **INSURANCE.** The Government is a self-insured entity.
19. **INDEMNIFICATION.** The Government, in the manner and to the extent provided by the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680, and the Anti-Deficiency Act, 31 U.S.C. § 1341, shall be liable for, and shall hold the Lessor harmless from claims for damage or loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, employees and agents in the use of the leased premises.
20. **Anti-Deficiency Act, 31 U.S.C. § 1341.** Nothing in this lease shall constitute an obligation of funds of the United States in advance of an appropriation thereof.
21. **TAXES AND ASSESSMENTS.** The Federal government is not subject to taxes based on the Supremacy Clause of the U.S. Constitution, therefore the Government is not responsible or liable for any state and local taxes, including real property taxes, personal property taxes, personal taxes, or any other assessments levied or assessed relating to the Premises.
22. **WARRANTY.** Lessor expressly warrants the suitability of the Premises for the Government's intended use or purpose.
23. **SUBLETTING/ASSIGNMENT.** Government may sublet or assign the Premises, upon written agreement from the Lessor.
24. **LIENS.** Government shall not be responsible for any liens, claims, or encumbrances of any type that may be placed upon Premises. The Government will not allow any liens to attach to the Premises resulting from its activities.
25. **INTEGRATED AGREEMENT.** This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease.
26. **SEVERABILITY.** If any term or provision of this lease is held invalid or unenforceable, the remainder of this lease shall not be affected thereby and each term and/or provision hereof shall be valid and enforced to the fullest extent permitted by law.
27. **DISPUTES (DEC 1998).** This contract is subject to the Contract Disputes Act, 41 U.S.C. §§ 601-613. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
28. **ADMINISTRATION.** Administration of subject lease will be carried out at the offices listed below. If any changes relating to the sale of the property, or name and address of the Lessor are made, the Government shall be notified immediately in writing by the Lessor. Written notices shall be sent by certified or registered mail, express or overnight mail or other comparable service, or delivered by hand. Said notice shall be effective on the date delivery is accepted or refused.

For the Government:	For the Lessor:
UNITED STATES OF AMERICA DEPARTMENT OF HOMELAND SECURITY UNITED STATES COAST GUARD	Owner/Business Name: City of Homer
Commander, United States Coast Guard Civil Engineering Unit Oakland ATTN: Real Estate Contracting Officer Steven Heimes	Business Address: 491 East Pioneer Ave. Homer, Alaska 99603 United States
Phone Number: 402-215-6967	Phone Number: 907-
Email Address: steven.p.heimes2@uscg.mil	Email Address:

29. LESSOR'S' AUTHORITY TO BIND: The Lessor affirms and warrants that the Lessor owns and or possesses the Premises, has the authority to sign this lease, and such lease is and will be effective for and bind all heirs, assignors, executors, administrators, and successors and to the Lessor for the described property.
30. GOVERNMENT'S AUTHORITY TO BIND: The undersigned employee of the Government hereby attests that said employee has the authority to enter this Lease (or sublease) on behalf of the United States Government, acting by and through the United States Coast Guard. The undersigned has no interest, direct or indirect in the property contained in this Lease. The undersigned executes this Lease in compliance with all known statutes, regulations, Executive Orders, management and budget circulars, Commandant Instructions, and policies.

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INGRANT NUMBER: HSCG89-26-1-0012
CG-SF2 (03/23)

Page 6 of 7

LESSOR GOV

SILC-PGTO-36-71 15 13 00-02
SILC 155 (4/2024)

IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below.

LESSOR

PRINT NAME:	SIGNATURE:
PRINT NAME:	SIGNATURE:

IN PRESENCE OF

PRINT NAME:	SIGNATURE:
PRINT NAME:	SIGNATURE:

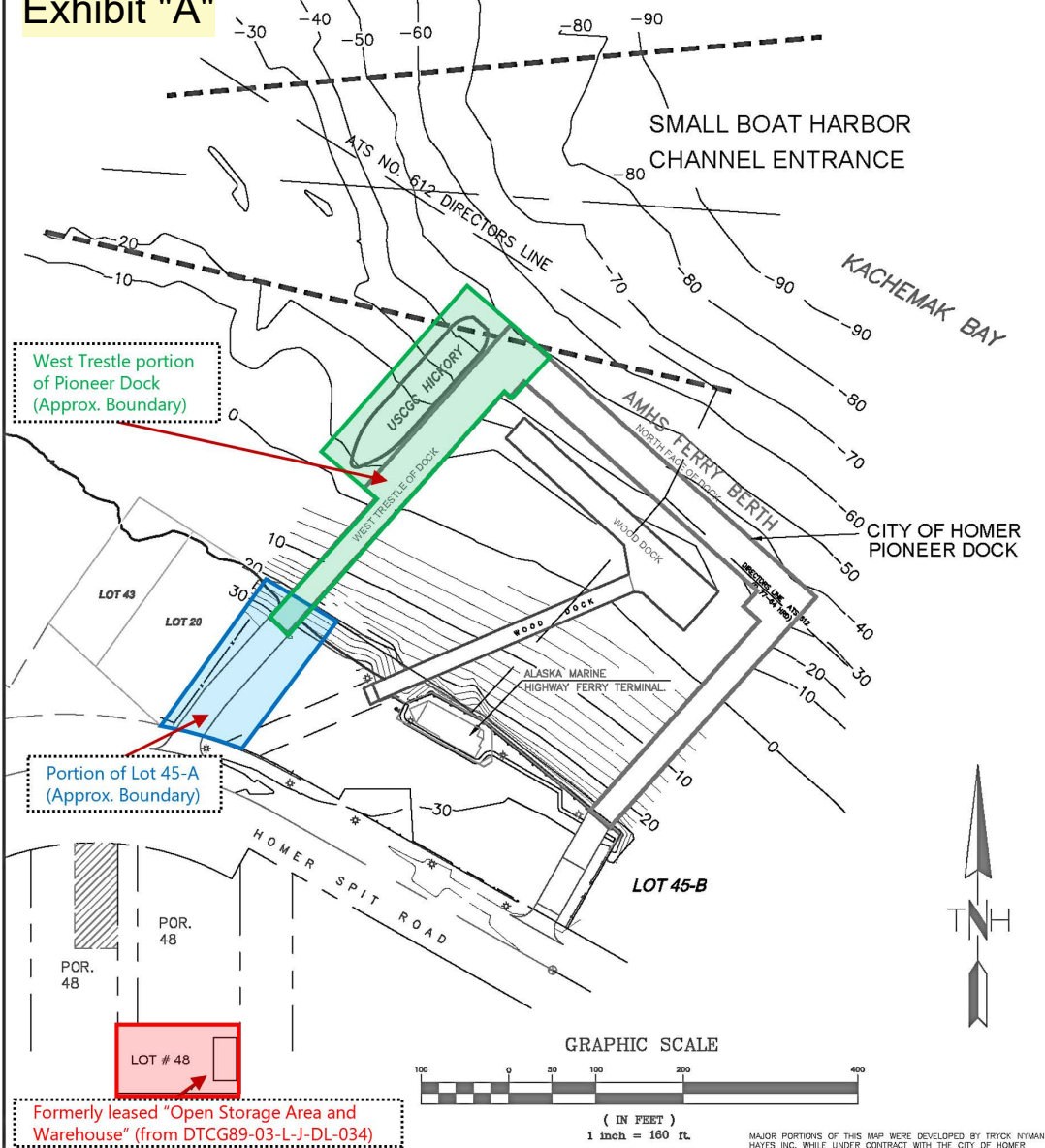
UNITED STATES OF AMERICA

PRINT NAME: Steven P. Heimes	SIGNATURE:
OFFICIAL TITLE OF SIGNER:	

FOR GOVERNMENT USE ONLY:

SUID/RPUID(S): 37849/46740 – Pier Space & 848718 – Parking Lot

Exhibit "A"



LOCATION AND SIZE OF
FEATURES SHOWN ON THIS
MAP ARE APPROXIMATE

A/E PROJECT NO:
CAD FILE NAME:
DESIGNED BY:
DRAWN BY:
EDITED BY:
CHECKED BY:



SHEET TITLE

HOMER DOCK LEASE
USCGC HICKORY
MOORINGS
HOMER
ALASKA

CIVIL ENGINEERING UNIT
JUNEAU
JUNEAU, ALASKA 99801

SHEET 1 OF 1

**COOPERATIVE AGREEMENT BETWEEN
THE UNITED STATES COAST GUARD AND
THE CITY OF HOMER**

I. Introduction

1. **Parties.** The parties to this Agreement are the United States Coast Guard (USCG) and the City of Homer, Alaska.
2. **Authority.** This Agreement is authorized under the provisions of Public Law 106-346 and 31 U.S.C. § 6305, regarding cooperative agreements with state and local governments.
3. **Purpose.** The purpose of this Agreement is:
 - (a) to set forth terms by which the USCG will provide funding to the City of Homer so that the latter may carry out an effort in support of a USCG mission; and
 - (b) to establish terms by which the United States Coast Guard will utilize the facility once completed.

II. Determinations

1. The City of Homer, Alaska plans to construct a new city dock. The Coast Guard utilizes a portion of this dock for its buoy tender.
2. The funding for this project is subject to the terms and conditions set forth below.

III. Terms and Conditions

1. **Responsibility of the City of Homer**

(a) It will be the responsibility of the City of Homer to comply with the attached, incorporated Statement of Work dated 9 April 2001. The City of Homer shall obtain the design and construction effort, obtain the necessary environmental and permitting approvals, and obtain any other supplies and services that may be needed to effect the construction of this new dock. The USCG will not be required to obtain, or assist in obtaining, the needed design and construction effort, nor will the USCG be required to obtain or assist in obtaining any other needed supplies and services necessary to effect the construction of the facility. The City of Homer shall also prepare, for USCG use, appropriate documents for public involvement and environmental analysis and documentation under the National Environmental Policy Act, the Endangered Species Act, the National Marine Mammal Protection Act, the National Historic Preservation Act, the Coastal Zone Management Act, the Clean Water Act and other federal and state environmental laws, regulations, and executive orders.

(b) It will be the responsibility of the City of Homer to insure that the new dock adequately meets the needs of the USCG:

(1) The Coast Guard vessel will be provided the same dedicated berthing space alongside the dock each time they moor in Homer. The Coast Guard vessel will be allowed to remain at this berth undisturbed, with no limit to cutter stay. Berthing must be available upon arrival; and

(2) the City of Homer will honor the financial terms and conditions of the Coast Guard leases, as described in the Statement of Work.

2. **Responsibility of the USCG.**

(a) The USCG will provide the amount of \$5,787,240 in acquisition, construction and improvement funds from FY 2001 to support the new city dock. This agreement in no

**COOPERATIVE AGREEMENT BETWEEN
THE UNITED STATES COAST GUARD AND
THE CITY OF HOMER**

way makes the USCG responsible for costs above and beyond the stated amount of \$5,787,240 nor does it require or authorize the USCG to make additional payments of any kind.

(b) It will be the responsibility of the USCG to provide the City of Homer with the necessary information to ensure that the new city dock accommodates the type of USCG vessel that will use this dock.

3. Limitation.

(a) The City of Homer shall utilize the USCG funding exclusively for the purposes of constructing a new city dock.

(b) If, for any reason whatsoever, the new city dock construction is not undertaken by 30 April 2003, then the City of Homer agrees to return the funds to the USCG by 30 May 2003.

4. Payment. The USCG shall, upon signing of this agreement, effect payment of \$5,787,240 to the City of Homer per congressional FY01 DOT appropriation.

5. Points of Contact.

USCG: Captain Robert L. Lachowsky
Chief, Shore Division
Maintenance and Logistics Command Pacific
Coast Guard Island
Alameda, CA 94501-5100
(510) 437-3512
rlachowsky@d11.uscg.mil

City of Homer Ronald Wm. Drathman
City Manager
491 E. Pioneer Ave.
Homer, AK 99603
(907) 235 -8121
CityManager@ci.homer.ak.us

6. Savings Provisions. Nothing in this Agreement is intended to conflict with current laws, regulations, or directives of the United States Coast Guard or Department of Transportation or the City of Homer. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

VI. Execution of the Agreement

1. Authority of the Representatives of Each Party. The parties warrant that the officials representing them are duly authorized to sign this agreement of behalf of the USCG and the City of Homer, respectively.

→ 2. Effective Date. This agreement becomes effective on the date both parties have signed the agreement.

3. Modification. This agreement may be modified upon the mutual written consent of the parties.

**COOPERATIVE AGREEMENT BETWEEN
THE UNITED STATES COAST GUARD AND
THE CITY OF HOMER**

4. Termination. The terms of this agreement, as modified with the consent of both parties, and with exception of the leases, will terminate upon completion of the new city dock project or upon return of the funding, whichever comes first.

CITY OF HOMER, OWNER

By: R. Drathman

Ronald Wm. Drathman
City Manager

Dated: 5.9.01

UNITED STATES COAST GUARD

By: Robert L. Lachowsky

Captain Robert L. Lachowsky
Chief, Civil Engineering Division
Maintenance and Logistics Command Pacific

Dated: 5.24.01

STATE OF ALASKA)

) ss:

THIRD JUDICIAL DISTRICT)

This is to certify that on this 9th day of May 2001, before me, the undersigned, a notary public in and for the State of Alaska duly commissioned and sworn as such, personally appeared the City Manager of the City of Homer named in the foregoing instrument, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing instrument as the free act and deed of said City Manager for the uses and purposes therein stated.

Witness my hand and official seal on the day and year first above written.

Gary A. Calhoun

NOTARY PUBLIC in and for Alaska

My commission expires: 10-14-2003

This is to certify that on this 24th day of May 2001, before me, the undersigned, a notary public in and for the State of California duly commissioned and sworn as such, personally appeared Captain Robert L. Lachowsky, Chief, Civil Engineering Division, Maintenance and Logistics Command Pacific, USCG, named in the foregoing instrument, and he acknowledged to me that he had in his official capacity aforesaid executed the foregoing instrument for the uses and purposes therein stated.

Witness my hand and official seal on the day and year first above written.

Khari D. Lane

NOTARY PUBLIC in and for California

My commission expires: Jan. 22, 2003



**STATEMENT OF WORK BETWEEN
THE UNITED STATES COAST GUARD AND
THE CITY OF HOMER**

- I. Introduction.** This **Statement of Work (SOW)** constitutes the requirements for the engineering and construction effort for the new dock located in Homer, Alaska for the purpose of accommodating dedicated berthing space for U.S. Coast Guard vessels, as described below. It is expressly incorporated into, and is a part of, the Cooperative Agreement executed between the **United States Coast Guard** and the **City of Homer, Alaska**
- II. Requirements.** In order to accomplish the mission of the U.S. Coast Guard, the construction of the new dock shall accomplish the following.
- 1.0 Dock requirements.**
- 1.1 Shall be able to accommodate a 225-foot ship, with 25 feet clearance on each end, for a total of 275 feet of well-fendered pier space.
 - 1.2 Shall have a minimum clear water depth of 16 feet at tide elevation –5.6 Mean Lower Low Water (MLLW).
 - 1.3 Shall provide reasonable accommodations for safe continuous access to ship at 01 deck near quarterdeck (frame 70) at high tide and 03 deck near Pilot House (frame 65) for all other tide conditions via brow and browstand combination or accommodation ladder arrangement. Accommodations shall not interfere with mooring lines or buoy handling.
 - 1.4 Shall have sufficient fender walls and energy absorption systems for the prevalent sea conditions. Fenders shall allow ship to moor out approximately 10 feet from dock face to prevent damage to ship's superstructure during low tide periods.
 - 1.5 Shall have 6 single bit bollards, rated at 80 tons, located at 50 foot intervals.
 - 1.6 Shall be designed to handle vertical load equivalent to AASHTO truck loading HS-20. All pathways from the buoy storage yard to the ship shall be capable of supporting a 45-ton forklift (96K lb. front axle load). The dock shall be clearly marked with applicable loading limits.
 - 1.7 Shall be well lighted for security and safety. Clear markings denoting the position of dock-side utility services along the wall will be required to assist the cutter position itself properly during mooring evolutions.

2.0 Shore Tie Requirements

- 2.1 **Water.** The dock shall have the capability of delivering 1, 500 gallons per day of potable water at 55 – 65 psig. via a standard NPSH or NPT 1½ inch fitting. Connection point is at ship's buoy deck (frame 54).
 - 2.1.1 The dock shall also have the capability of providing 600 gpm of firefighting at a minimum of 100 psi via a 2-1/2 inch Navy firehose/fittings.
- 2.2 **Electrical Power.** The dock shall have (2) each services of 3 phase, 450 volt, 60 Hz electrical power shore tie cables with a minimum of two 400 amp breakers.
 - 2.2.1 Shall have a central, above ground, immovable junction box with plug receptacles for a standard electrical shore tie.
 - 2.2.2 Shall use standard Military Specification (MILSPEC) hardware; i.e.; MIL-C-24368/2.
 - 2.2.3 Shall have shunt trip breakers located above deck within 20 feet of the shore tie receptacle.
 - 2.2.4 Shore tie receptacles shall be located above deck on the outboard side of the dock within 10 feet of the moored ship's electrical shore tie (fantail – frame 95).
- 2.3 **Sewage.** The dock shall be capable of transporting 500 gallons of sewage per day.
 - 2.3.1 Standard 4-inch female camlock connection is required.
 - 2.3.2 Hard rubber hoses are required. (shipboard connection is located at aft of amidships.)
 - 2.3.2** Ship's sewage pump rating is 150 gpm at 20 ft of head.
- 2.4 **Telephone.** Shall provide 12 solid copper pairs.
 - 2.4.1 Shall provide 2 each Russelstoll SKR12G receptacles with 45 degree elbows on a weathertight stainless box above deck on the outboard side of the dock within 10 feet of the moored ship's telephone shore tie the quarterdeck (frame 68).

- 2.4.2 Telecommunications Demark: A telecommunications demark shall be provided in conjunction with the local utility company. The demark location along with the ships mooring location shall determine the scope of the job. A demark extending to points on the pier shall also meet these requirements.
 - 2.4.3 Joint Use of Underground Facilities: Joint use of underground facilities is acceptable as long as it does not impede the ability to facilitate future changes in the Coast Guard's telecommunications requirements.
 - 2.4.4 Pathway Distribution Design: A distribution system for pathways shall allow for cable to be distributed from the demark to all potential mooring locations. It may consist of boxes, manholes, and pull-boxes. The system design shall avoid the use of underground splices and maintain NEC fill limit with an expected 50% growth in cable use. A system that is incorporated into the pier construction is preferred to a surface-mounted conduit system on the pier.
 - 2.4.5 In order to support initial phone and cable requirements and to allow for future expansion requirements, a minimum of two 4 inch conduits or their equivalent shall be installed between all potential termination points. One conduit will be utilized as the primary service run and the second will be designed as a spare to facilitate repairs or new service pulls. Additional pathways shall be installed as necessary in order to maintain fill ratios and other service requirements. Areas subject to vehicular traffic shall have pathways encased in concrete.
 - 2.4.6 Installations shall terminate near each CG-specific junction box.
- 2.5 **Cable TV.** The dock shall have one dedicated line (commercial service) for the Coast Guard. Provide a mounting location for the ship's current satellite dish and a pathway and cable for the satellite dish signal to the ship.
- 2.6 **Trash Disposal.** The dock shall have dedicated space for a maximum of 18 cubic yards of trash receptacle(s) located in the vicinity of the Coast Guard's dedicated dock space. The Coast Guard shall continue to maintain financial and contracting responsibility for this service.

3.0. **Shore Support Facility Requirements**

- 3.1 Cutter Support Team (CST) space: existing shoreside lease shall be decreased from \$4,320/year to \$1/year. This new lease rate will be in effect beginning 1 October 2001 and shall remain in effect for the life of the dock. This

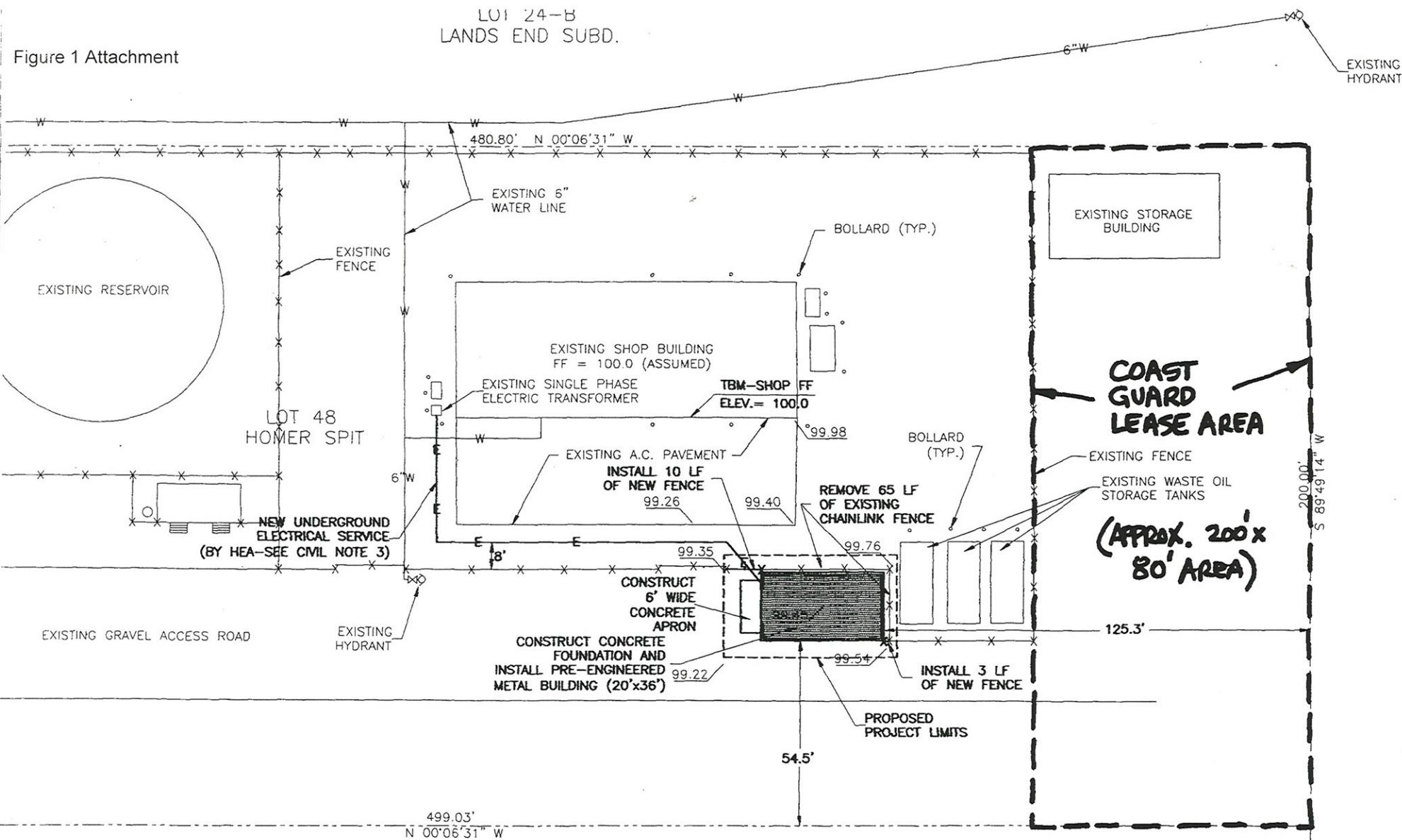
lease currently provides for Coast Guard use of a 44' x 21' metal warehouse. Coast Guard shall be allowed to modify lease, at no additional cost, to provide for future construction of approximately 3600 gross square foot CST facility. Existing Lot #48 (attached as Figure 1 attachment) provides the Coast Guard with 16,000 square feet of space for future construction. Construction of new building shall be at Coast Guard expense.

4.0 Berthing Availability Requirements.

- 4.1. Coast Guard vessels shall be provided the same dedicated berthing space in the same location with full and unobstructed access to previously described shore connections each time they dock in Homer.
- 4.2. Coast Guard vessels shall be allowed to remain at this berth undisturbed, with no limit to cutter stay.
- 4.3. Coast Guard shall continue to pay current dock lease costs (\$4,680/year) for the life of the dock. This lease includes approximately 2400 square feet of shoreside storage space adjacent to the metal warehouse (see paragraph 3.1) and parking for up to 25 vehicles.

Figure 1 Attachment

LOT 24-B
LANDS END SUBD.



CIVIL SITE PLAN

LOT 49
HOMER SPIT

GENERAL CIVIL NOTES:

1) THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL NEW CONCRETE FOUNDATION; ERECT CITY FURNISHED PRE-ENGINEERED METAL BUILDING; AND CONSTRUCT ELECTRICAL IMPROVEMENTS AS SHOWN ON THESE DRAWINGS AND AS DIRECTED BY THE PUBLIC WORKS INSPECTOR. THIS WORK INCLUDES, BUT IS NOT NECESSARILY LIMITED TO, ALL EXCAVATION AND BACKFILL FOR THE FOUNDATION; FORM WORK AND CONCRETE PLACEMENT; FURNISHING AND PLACING REINFORCEMENT AND ANCHOR BOLTS; ERECTION AND ASSEMBLY OF THE METAL BUILDING; PROVIDING NEW CONCRETE APRON; REMOVAL AND REINSTALLATION OF CHAIN LINK FENCE; AND INSTALLATION OF INTERNAL ELECTRICAL IMPROVEMENTS.

2) ALL CIVIL SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HOMER STANDARD CONSTRUCTION SPECIFICATIONS, 2000 EDITION, UNLESS OTHERWISE NOTED.

3) THE CITY OF HOMER IS RESPONSIBLE FOR COORDINATING THE INSTALLATION OF THE ELECTRICAL SERVICE TO THE BUILDING.

4) THE CITY OF HOMER WILL BE RESPONSIBLE FOR OBTAINING A BUILDING PERMIT

Exhibit D DTCG89-03-L-J-DL-034

Description of Alterations and Provision for Payment

1. LESSOR shall make the following alterations to City of Homer Pioneer Dock, West Trestle. LESSOR shall contract for engineering study and design, equipment, materials, labor and installation of electrically powered, manually operated, deck mounted, constant tension mooring winches supplemented with floating bollards, camels and fender relocations.

a. Mooring Winches: Two electrically powered, manually operated, constant tension mooring winches:

1. **Winch Equipment.** Shall provide mooring line winches subject to the following requirements:
 - a. There shall be 2 double-drum winches for tending the ship's fore and aft breast lines. Each drum on the winch will be independently operable. The winches will also be used to pull the ship fore and aft in the berth.
 - b. Shall be electrically powered using shore power. Shore power electrical systems shall be upgraded such that they are sufficient to handle the additional load required to support the winches.
 - c. Shall use wire rope on the winch drums.
 - d. Shall provide a durable fairlead for each winch to direct the wire rope or fiber mooring line over the edge of the pier and around the fenders. Additional fairleads shall be installed to allow the proper mooring line angles when the ship is shifted 50 feet aft in its berth.
 - e. Winches, wire rope or Kevlar/Spectra rope, and fair leads shall be for use in an unsheltered marine setting and be resistant to the local elements such as rain, wind, snow, ice, sand, silt, and salt water.
 - f. Winch line pay in speeds shall be 5 feet per minute (fpm) and 10 fpm. Winch line pay out speeds shall be 5 fpm and 10 fpm.

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- g. Pay in line pull tensions at the 5 fpm speed shall meet or exceed a tension force of 40,000 lbs.
 - h. The winch shall be capable of holding a specified tension as set on the winch control panel.
 - i. Each winch fairlead shall be mounted on the pier deck near the mooring bollard it is intended to replace. Original mooring bollards shall remain in place for use in the event of an equipment failure or power outage.
2. **Winch Control**. Shall provide a locally operable control panel for each winch subject to the following requirements:
- a. A control panel shall be provided for each winch.
 - b. Control panel shall be ruggedized for use in an outdoor marine industrial setting and be resistant to the local elements such as rain, wind, snow, ice, sand, silt, and salt water.
 - c. Control panel labels shall have a font style and size easily readable by able-bodied seamen.
 - d. Control panel buttons, knobs, switches, indicators and labels shall be easily visible for use at night under harsh unsheltered conditions using a suitable self illumination system.
 - e. Control panel shall contain the minimum of the following controls:
 - (1) Pay In Fast (10 fpm)
 - (2) Pay In Slow (5 fpm)
 - (3) Pay Out Slow (5 fpm)
 - (4) Pay Out Fast (10 fpm)
 - (5) Cable Tension Adjustment
 - (6) Both Automatic and Manual modes shall be available
 - (7) Key operated lock out switch (all winch control panels shall be keyed alike)
 - (8) Emergency Power Shutdown Switch
 - f. Control panel shall indicate the approximate line pull tension in pounds at all times.
 - g. A pendant station control panel shall be provided for each winch and semi-portable and connected to the winch via a durable control cable that allows the operator to stand at the edge of the pier while controlling the winch. There shall be a control panel docking station on each winch for easy enclosed and lockable stowage of the control panel while not

in use. The pendant station control panel shall provide at a minimum fast/slow pay in/out controls.

h. The effective weight of each pendant station control panel shall be no more than 3 lbs.

3. **Electrical Isolation.** The wire rope mooring lines shall provide a durable means to electrically isolate the ship from the pier. Each winch shall be clearly marked with the following notice: "FAILURE TO MAINTAIN PROPER ELECTRICAL ISOLATION BETWEEN THE WINCH AND THE SHIP MAY CAUSE HULL COATING FAILURE AND ACCELERATE HULL AND PROPULSION EQUIPMENT CORROSION."

4. **Electrical Service.** There shall be one metering system for both the mooring winch electrical service and GOVERNMENT electrical shore tie service.

5. **Length of Service.** The winch system, its controls, and electrical power distribution shall be designed and constructed using parts and materials of a quality suitable to give it a minimum serviceable life of 20 years. Suitable numbers of spare parts for unique items and items subject to breakage (such as control panels) shall be provided.

6. **Future Retrofits.** The mooring winch system shall be designed and outfitted to be potentially retrofitted to a fully automated tensioning mooring system. The winch system electrical service shall be designed to allow it to be retrofitted to be powered using ship's power during commercial power outages. The LESSOR shall provide the GOVERNMENT with cost estimates to make each of the above retrofits NLT 1 October 2003.

7. **Pedestal Crane (Davit).** Two-ton electric hydraulic pedestal crane with 35-foot arm. Mount the base plate of crane to deck of concrete dock, install crane and all related rigging and appurtenances, and provide electrical service. Pedestal crane shall be located approximately twelve (12) feet seaward on the pier from the location shown on City's contract drawings.

b. Floating Bollards: Provide five floating bollards one each at the following dock bents: 'L', 'I', 'G', 'C', and 'A'.

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1. **Purpose.** The floating bollards will be used to tend the ships four-fore/aft spring lines. They will also be used to temporarily breast the ship to the dock at low tides.
2. **Configuration.** Provide floating bollards in the spaces between adjacent vertical fender assemblies. Shall be positioned such that loaded spring lines will not hang up or chafe on the existing vertical fenders
3. **Mooring Line Attachment.** The mooring line attachment points shall be located a minimum 14'-6" above the water line in a normal, unloaded, free floating condition. Shall provide three each 13'-0" galvanized wire rope pendants evenly spaced the radial third points.
4. **Materials & Length of Service.** Shall be made of welded, hot dipped galvanized steel and composite material of sufficient strength and durability to allow it a minimum serviceable life of 10 years.
5. **Capacity.** The floating bollards shall be capable of sustaining a 100 kip line pull and remain fully functional.
6. **Displacement.** Shall have sufficient weight such that it will overcome uplift forces caused by wave action, and floating ice buildup.
7. **Buoyancy.** Shall have sufficient buoyancy such that it will overcome sinking forces caused by marine growth accumulations.
8. **Marine Growth.** Shall be designed and constructed to minimize the amount of marine growth and to simplify periodic cleaning operations. Use of anti-fouling materials and coatings is highly encouraged.

c. Camel Log: Provide a camel log to fend ship at least 3 feet outboard from the existing vertical fenders at the following dock bents: 'K', 'H', 'E', 'B', and 'A'.

1. **Configuration.** Shall fend the ship a minimum of 3 feet outboard from the existing UHMW padded vertical fenders and shall extend the full length of the slip. The camel/fender system shall afford at a minimum of a 10-foot fendoff from the dock face.

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2. **Materials & Length of Service.** Shall be made of wood or composite material of sufficient strength and durability to allow it a minimum serviceable life of 10 years.
3. **Wearing Surface.** Shall have a surface that meets the industry standard for being non-marring to the berthed ship.
4. **Anchorage.** Shall have sufficient anchorage to keep the log in position both laterally and longitudinally while the ship is moored and while absent.
5. **Displacement.** Shall have sufficient weight such that it will overcome uplift forces caused by wave action, floating ice buildup, and ship-fender friction during tide ebb.
6. **Buoyancy.** Shall have sufficient buoyancy such that it will overcome sinking forces caused by marine growth accumulations and ship-fender friction during tide flow.
7. **Marine Growth.** Shall be designed and constructed to minimize the amount of marine growth and to simplify periodic cleaning operations. Use of anti-fouling materials and coatings is highly encouraged.

d. Fender Relocations: The existing vertical fenders shall be relocated or removed as necessary to allow correct positioning of the floating bollards and to keep the fenders from interfering with spring line attached to the floating bollards.

1. ADDITIONAL TECHNICAL REQUIREMENTS

a. **Weekly Construction Updates.** During construction of these Alterations, the LESSOR shall provide the GOVERNMENT with weekly construction updates. During construction the LESSOR shall provide the government with the following by 12:00 noon each Thursday:

1. All major work items complete.
2. All major work items in progress, percent complete, and projected completion date.
3. State condition of contractor's work schedule: On-time, Delayed by X number of days. Ahead by X number of days.
4. If the contractor's work schedule delayed, describe the reason for the delay.

b. **O&M Manuals.** LESSOR shall provide to GOVERNMENT three copies of the operations and maintenance manuals which covers the camels;

floating bollards; and all portions of the winch system, its controls, and electrical power distribution upon final acceptance of work.

c. **As-Built Drawings.** LESSOR shall provide to GOVERNMENT complete and accurate as-built drawings of all alteration systems in both hardcopy and electronic (AutoCAD 2002) form 90 days following final acceptance of work.

2. SCHEDULE OF WORK. No pile driving, installation of fenders or any other work that would interfere with installation of new turbochargers on CGC HICKORY shall be performed from October 3, 2003 through October 20, 2003, which is the period scheduled for the dockside installation of the turbochargers. Pile driving, installation of camels, relocation of fenders and any other work that would interfere with CGC HICKORY being moored at the Pioneer Dock, West Trestle shall be completed when the cutter is scheduled to be away from Homer to the maximum extent possible. These "away" periods tentatively are scheduled from August 5, 2003 to September 18, 2003, from September 22, 2003 to September 24, 2003, from September 29, 2003 to October 1, 2003, and from October 27, 2003 to November 20, 2003. This schedule may change slightly, and the schedule for the Alterations work that would interfere must be coordinated closely with the United States Coast Guard. All work shall be completed by November 15, 2003.

4. GOVERNMENT will compensate LESSOR for its actual costs approved for payment by LESSOR to third parties or as otherwise set out below to accomplish these alterations. LESSOR must submit proof of its actual payment to third parties within fifteen (15) days after its receipt of GOVERNMENT payment. This payment is for fair and reasonable costs actually expended and will not exceed One million four hundred seventy-three thousand dollars. (\$1,473,000.00). The GOVERNMENT will pay this compensation as follows:

a. Upon execution of this Lease and submission of approved invoices, not to exceed One hundred ten thousand dollars (\$110,000.00), for third party engineering study and design. The GOVERNMENT acknowledges that it has accepted the 100% design drawings.

b. Upon delivery of winch equipment to LESSOR, inspection and approval by LESSOR and GOVERNMENT, and submission of City

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approved invoices, not to exceed Four hundred thirty two thousand, six hundred thirty five dollars (\$432,635.00) if two level wind winch systems are provided, and not to exceed Three hundred ninety two thousand, six hundred thirty five dollars \$392,635.00 if no level wind winch systems are provided.

c. For all work described in LESSOR's "installation contract" (entitled City of Homer, Alaska, Pioneer Dock, USCG Berth Modifications to be awarded to B. West Construction in the amount of \$832,722.50), not to exceed Seven hundred eighty two thousand, seven hundred twenty-two dollars and fifty cents (\$782,722.50). This represents the contract award amount of \$832,722.50 less \$50,000.00 for the 2-ton pedestal crane (winch), which LESSOR will pay for. This \$50,000.00 is not included in compensation to be paid by GOVERNMENT to LESSOR, and shall not be included in invoices submitted to GOVERNMENT.

a. LESSOR may submit approved invoices to GOVERNMENT no more frequently than once a month for work performed under the "installation contract." The GOVERNMENT will approve the last monthly invoice for payment by GOVERNMENT only after both LESSOR and GOVERNMENT have inspected and made final acceptance of the alterations.

b. After completion of LESSOR's installation, GOVERNMENT inspection and acceptance of alterations, and submission of LESSOR's invoice detailing City of Homer contract administration costs, not to exceed Ten thousand dollars (\$10,000.00). The City's invoice shall be supported with appropriate timesheet and direct cost detail. Copies of timesheets and direct cost receipts are not required.

c. After LESSOR's installation of all piles and submission of LESSOR'S INVOICE, fourteen thousand five hundred fifty dollars (\$14,550.00), to compensate LESSOR (City of Homer) for city furnished piles.

d. The balance of not to exceed One hundred twenty three thousand sixty dollars and fifty cents (\$123,060.50) represents a reserve for contingencies and change work. If no level wind winches systems are provided, this amount shall be increased by \$40,000.00 to \$163,060.50. GOVERNMENT will pay this compensation only if there has been advance written approval

W.W. Sg

by Commanding Officer, Coast Guard Civil Engineering Unit Juneau or his designee. It is available for the following identified potential contingencies and change work:

1. Winch spare parts to be delivered to GOVERNMENT.
2. Pedestal crane (davit) cost in excess of cost of \$50,000 that may result from upgrade from 25-foot to 35-foot arm.

It is also available for as yet unidentified contingencies and change work, providing there has been advance written approval of Commanding Officer, Civil Engineering Unit Juneau or his designee.

e. GSAR 552.232-75, PROMPT PAYMENT (Sept 1999) a) (2) is modified to provide that the payment due date for all payments under this paragraph- 4) is changed to require payment by GOVERNMENT as soon as possible after approval of invoice by GOVERNMENT consistent with normal processing procedures. However, no prompt payment interest penalty shall accrue prior to the 30th day.

i. Total payments will not exceed One million four hundred seventy three dollars (\$1,473,00.00).

5. ACCOUNTING DATA.

- a. Winches, floating bollards, fender relocations
2/6/6B/033/00/0/160217 (Not to exceed \$1,290.000)
- b. Camel: 2/6/301/133/43/0/43/15252/2553 (Not to exceed \$183,000.00)

6. OWNERSHIP AND MAINTENANCE.

a. GOVERNMENT will own the winch system and floating bollards as personal property and will be responsible for their maintenance. In the event that the lease is discontinued, the GOVERNMENT may at its option remove the floating bollards and the winch system, including electrical conduit and wiring up to the electrical distribution cabinet located onshore.

b. LESSOR will be responsible for maintenance of the camels.
\$11,400 of the annual rent included in the total annual rent of \$16,080.00

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provided for in this lease is in recognition of the LESSOR's cost to provide this maintenance. In the event that the lease is discontinued, the GOVERNMENT may at its option remove the camels.

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**CITY OF HOMER
HOMER, ALASKA**

City Manager/Port Director

RESOLUTION 26-050

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
APPROVING A LEASE AGREEMENT WITH THE UNITED STATES
COAST GUARD FOR THE PIONEER DOCK AND ASSOCIATED
PROPERTY, AND AUTHORIZING THE CITY MANAGER TO
NEGOTIATE, FINALIZE, AND EXECUTE THE LEASE AND RELATED
DOCUMENTS.

WHEREAS, The United States Coast Guard is currently leasing the West Trestle portion
of Pioneer Dock located at the northern side of the eastern terminus of the Homer Spit,
together with the right of access thereto and all improvements, shore connections, and other
appurtenances thereon, collectively referred to as “Pioneer Dock”; and

WHEREAS, The current lease also includes parking for up to twenty-five vehicles on a
portion of a parcel described as T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930049 HOMER
SPIT SUB NO 6 VELMA'S ADDN LOT 45-A, consisting of approximately 15,540 square feet
adjacent to property identified as T 7S R 13W SEC 1 SEWARD MERIDIAN HM A PORTION OF
GOVT LOT 20 PER A/L 207 @ 73, also identified using Kenai Peninsula Borough Parcel
Identification Numbers 18103445 and 18103446; and

WHEREAS, The United States Coast Guard has requested a new lease with a twenty-
year term beginning August 1, 2026 and ending July 31, 2046; and

WHEREAS, The United States Coast Guard’s continued presence at Pioneer Dock
provides the highest and best interest of City -owned property by supporting maritime safety
and emergency response capabilities in Kachemak Bay and by contributing to year-round
harbor activity and related local economic benefits; and

WHEREAS, The United States Coast Guard is in full compliance with the terms and
conditions of its existing lease with the City; and

WHEREAS, The existing Pioneer Dock lease provides for annual dock rent of Four
Thousand Six Hundred Eighty Dollars (\$4,680), which is contractually fixed for the life of the
dock; and

WHEREAS, The existing annual maintenance and repair payment of Eleven Thousand Four Hundred Dollars (\$11,400) is not subject to the life-of-the-dock limitation and has not been adjusted to reflect cumulative inflation since 2003; and

WHEREAS, The City proposes increasing the annual maintenance and repair payment to approximately Nineteen Thousand Three Hundred Thirty Four Dollars and Forty Cents (\$19,334.40), an amount equal to the average CPI increase over the Term of the Lease term ending July 31, 2026, subject to final negotiation; and

WHEREAS, The City recommends incorporating a fixed annual escalation provision of 2.9% within the lease to ensure future rent adjustments reflect economic conditions; and

WHEREAS, The Port and Harbor Advisory Commission has reviewed the proposed lease terms and recommends approval of the lease subject to incorporation of the revisions necessary to accurately describe the premises and establish mutually agreed financial terms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA that the lease of the Pioneer Dock property and associated lands to the United States Coast Guard is in the best interest of the City. Accordingly, the City Council approves a lease with United States of America, United States Coast Guard and authorizes the City Manager to finalize negotiations and execute the documents necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Homer City Council this 27th day of July, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

Fiscal Note: Annual dock rent remains fixed at \$4,680. Annual maintenance and repair compensation of approximately \$19,334.40, an increase from \$11,400.00, subject to final negotiation. A fixed annual escalation will be applied annually as negotiated by the parties.



MEMORANDUM

Resolution 26-051, A Resolution of the City Council of Homer, Alaska Initiating the Mallard Way Sewer Extension Special Assessment District (SAD) through the Developer Reimbursement Program and Authorizing the City Manager to Negotiate and Execute the Developer Reimbursement Agreement. City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: July 14, 2026
From: Melissa Jacobsen, City Manager

Background: Mike Arno owns two properties on Mallard Way and has made two attempts at initiating a sewer main extension special assessment district (SAD) in the area using the petition process and they have failed due to insufficient response by property owners in the proposed district. The SAD initiation process is outlined in Homer City Code (HCC) 17.02.

HCC 17.18 provides for a Developer Reimbursement Program (DRP) where a developer can apply for a resolution from Council to initiate a SAD. The DRP eliminates the petition process and if it's approved by Council, it proceeds to the neighborhood meeting and public hearing steps in the process.

Discussion: Mr. Arno applied to the City Clerk's office using the DRP and Resolution 26-051 is provided for your consideration. This is the first application we've received since this code was created in 2019 and has been a challenging process for Mr. Arno and for staff. This is because prior to 2019 a few of these deferred assessment districts were accomplished without specific direction in code, and in working through the code, there are significant changes from the way we used to do things. In HCC 17.18 there are references to the process outlined in 17.02 that staff feel could be clearer, and we've worked with the City Attorney to clarify what applies. In addition, there is no reference to deferred assessments, and the reimbursement process is not direct reimbursement from the City to the Developer.

Staff is not opposed to creation of this district and looks forward to working with Mr. Arno on the project if it comes to fruition. The request is for sewer only because Mr. Arno owns the two properties that are immediately adjacent to East End Road, Puffin Place and Mallard Way. He can access water from East End Road, however the gravity sewer connection needs to come in through Mallard Way. If the properties in the proposed district want water in the future there is the possibility of hauled water, or another SAD could be considered to install a water main.

Next steps: If Council adopts the resolution initiating the SAD and approving the Developer Reimbursement Agreement, the process per code is as follows:

- The City Clerk will schedule a neighborhood meeting with the property owners in the proposed district.
- The City Clerk will set a time for a Public Hearing on the necessity of the improvement, notice it in the newspaper, and send a certified mailing to property owners in the district not less than 60 days before the hearing.

- Record owners of real property may file written objections and if owners that would bear 50% or more of the assessed cost file timely written objections, Council may not proceed unless the plan is revised and adequate support is achieved.
- If there is no written objection or less than 50% objections are filed, a Public Hearing will be noticed for a resolution approving the assessment and finding the improvement is necessary for the properties that will be assessed.
- Upon completion of the improvement and certification of the final assessment roll, a copy of the resolution adopting the final assessment roll will be filed with the State Recorder's office and attached to each benefitted property.

Developer reimbursement is defined in 17.18 and key points in that section include

- The City may collect, but is not required to collect, the amounts assessed to any benefitted property for the pro rata share of the developer's costs of construction.
- The City shall transfer any payments received by the City in payment for the assessments within the district.
- The City will disburse any payments received from property owners in the district to the developer within 90 days from the date the City collects or receives the assessment payment.
- The pro rata payment must be paid before any benefitted property connects to or uses the municipal improvement.
- No benefitted property is permitted to connect to or use the municipal improvement without first making the pro rata payment.

Recommendation: Adopt Resolution 26-051 and initiate the Mallard Way Sewer Improvement SAD.

Attachments:

Arno Application for Developer Reimbursement Program
Proposed Mallard Way Sewer Improvement SAD Boundaries
Mallard Way Plat
Draft Developer Reimbursement Agreement
HCC 17.18 and 17.02



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue

Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

SPECIAL RESOLUTION REQUEST FORM

Applicant & Proposed Assessment Information

Name: Mike & Leona Arno MK Properties Phone: 907 235 3643 Cell: 907 299 0427
Address: PO. Box 1772 City: Homer State: AK Zip: 99603
Email: 609ball@gmail.com Fax: _____

Please check the type of Municipal Improvement Special Assessment District Resolution is being requested:

- ☐ Road Reconstruction & Paving Special Assessment District ☐ Water Only Assessment District
☐ Water & Sewer Special Assessment District ☒ Sewer Only Special Assessment District

Cost Estimate for the Improvements to be constructed: \$1,242,500.00

Proposed Method of Construction Used to Calculate the Amount Claimed by Each Record Owner of Benefited Property

in the proposed district: Applicant will construct, total cost to be shared between 9 benefiting properties.

Percentage of the Improvement Cost to be Assessed Benefited Properties within the District: 77.78 %

Percentage of the Improvement Cost to be Assessed Developer's property and or project: 22.22 %

Boundaries of the proposed district. Please list the streets to be included in the proposed and be as specific as possible:

Mallard Way: Design & construct approx 800 LF sewer main along Mallard Way. The new sewer main will connect to an existing sewer main that runs North to South along the eastern border of this subdivision and along the West border of Paul Banks elementary school property.

OFFICE USE ONLY

☒ \$100 Application Fee Received – Attach Copy

☐ Approved & Notification sent to Petitioner – Date _____

☐ Rejected - Reason for

Rejection: _____

☒ Submitted Proposed District to PW Director for Final Boundaries: _____

☐ Petition Created and Sent via Certified Mail: 2 failed SAD's

☐ Petition is Sufficient (50% of Record owners)

☐ Petition is Not Sufficient

- Neighborhood Meeting Scheduled: _____

- Notification to Petitioner: _____

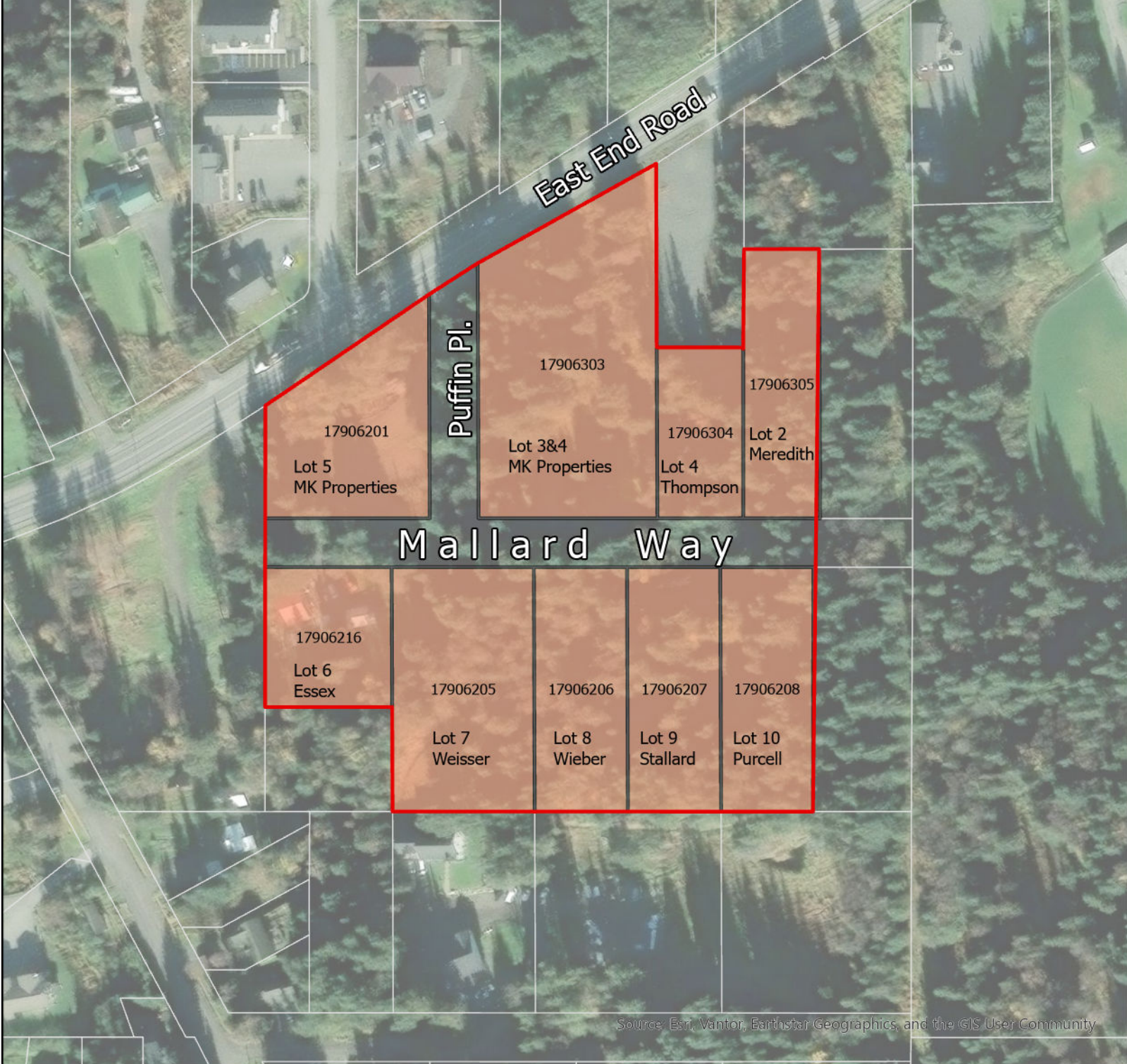
- Neighborhood Meeting Advertised: _____

☐ Developer Reimbursement Agreement

- Public Hearing Date: _____

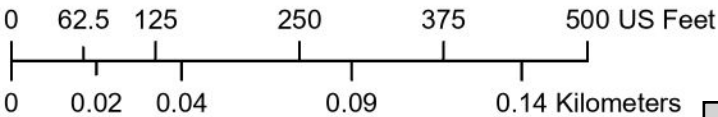
- Approved

- 60 Day Notification of Hearing: _____



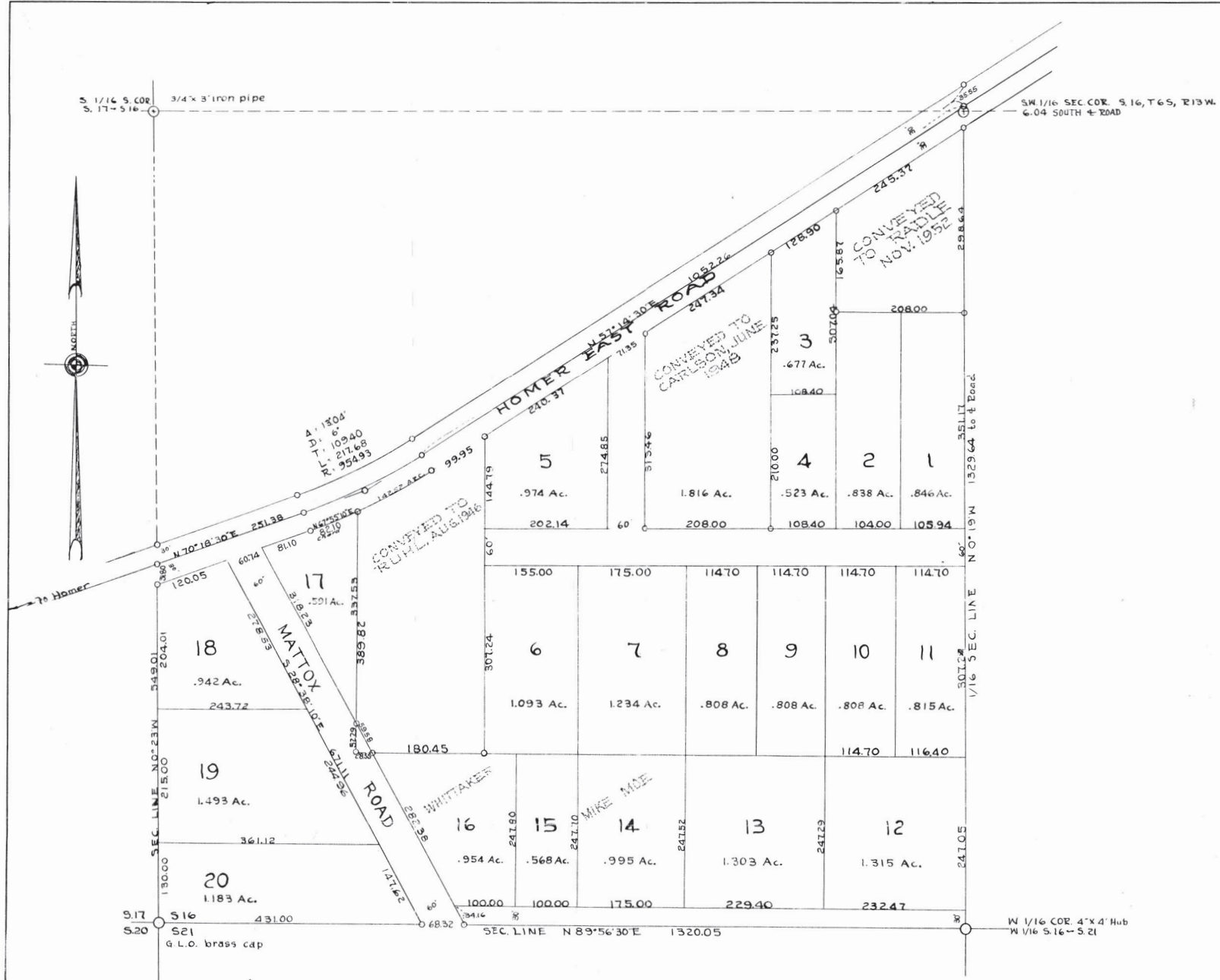
Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

-  Proposed Boundary
-  Proposed Parcels



Mallard Way Developer Reimbursement Program Proposal





No. 3017
 FILED FOR RECORDING
July 13, 1956 at 3:41 P.M.
 Vol. 8 Page 283
 Homer Recording Precinct
 Terr. of Alaska
 At the Request of J. G. Reynolds

MATTOX - SUBD.
 ALL OF THE S.W. 1/4 OF THE S.W.
 1/4, Section 16, T. 6 S., R. 13 W.
 LAYING SOUTH OF THE ROAD

SURVEYED BY: DAVID L. BEAR, REGISTERED
 TERR. LAND SURVEYOR
 REG. JUNE 1949
 DATE: JUNE, 1956
 SCALE: 1" = 100'

When Recorded Return Document to:

City Clerk's Office
City of Homer
491 E Pioneer Avenue
Homer, Alaska 99603
Homer Recording District

**Developer Reimbursement Agreement
Mk Properties, LLC
2026 Mallard Way Sewer Main Extension**

This Agreement, made and entered into by and between the **City of Homer**, Alaska, a Municipal Corporation, hereinafter called the "City"; and **MK Properties, LLC**, P.O. Box 1772, Homer, Alaska 99603, hereinafter called the "Developer";

The Developer proposes to construct a municipal improvement consisting of an 8" sewer main serving nine benefitting properties, in accordance with City of Homer Standard Construction Specifications, 2011 Edition. The City Council has approved or will approve a Special Assessment District and this reimbursement agreement pursuant to Homer City Code 17.02 and 17.18. The parties desire to set the terms of construction, acceptance, reimbursement, and assessment of the benefitting properties.

The parties agree as follows:

1. Description of the Improvement:

Developer shall design and construct the Mallard Way sewer main in accordance with the approved plans and specifications. The estimated cost of construction is \$242,500. The final reimbursement cost shall be the Developer's actual total cost of construction as defined in HCC 17.18.020.

2. Benefiting Properties and Pro-Rata Shares:

The following parcels are identified as benefitting properties

• 17906201	MK Properties	\$26,944.44
• 17906303	MK Properties	\$26,944.44
• 17906304	Thompson	\$26,944.44
• 17906305	Meredith	\$26,944.44
• 17906216	Essex	\$26,944.44
• 17906205	Weisser	\$26,944.44

• 17906206	Wieber	\$26,944.44
• 17906207	Stallard	\$26,944.44
• 17906208	Purcell	\$26,944.44

3. City Responsibilities:

Upon:

- (a) Completion of the improvement in accordance with approved plans and City Standards as outlined in the Construction Agreement, and
- (b) City inspection and final acceptance of the improvement.

a. If Council approves the district and the developer reimbursement agreement under the procedures set forth in Chapter [17.02](#) HCC, and upon completion of the approved municipal improvement in accordance with the City's standards and acceptance of the same by the City, and only to the extent permitted by law, the City shall transfer any payments received by the City in payment for the assessments within the district. The City will disburse any payments received from property owners in the district to the Developer within 90 days from the date the City collects or receives the assessment payment.

b. The City may collect, but is not required to collect, the amounts assessed to any benefited property for the pro rata share of the Developer's costs of construction. The pro rata payment must be paid before any benefited property connects to or uses the municipal improvement. No benefited property is permitted to connect to or use the municipal improvement without first making the pro rata payment. The pro rata payment is in addition to any connection fees, service fees, or other fees that may be charged for connection and/or use of the municipal improvement, or any other fees chargeable by the City under the code for the construction of a particular municipal improvement.

c. The City accepts no liability to collect any pro rata payment from the owners of benefited property, or in the event of nonpayment, to pursue enforcement for nonpayment of any pro rata payment, or to disconnect or remove any benefited property from the municipal improvement for nonpayment of a pro rata payment. The City assumes no liability or responsibility regarding the enforceability of any reimbursement agreement, or the Developer's ability to seek a pro rata payment. To the extent permitted by law, enforcement matters relating in any way to a pro rata payment, or recovery or reimbursement of any costs of construction, shall be the sole responsibility of the Developer.

4. Developer Responsibilities:

- Design and construct the improvement at the Developer's sole cost and risk.
- Provide as-built drawings, a warranty guarantee, and all documents required for City acceptance of the improvement.
- Comply with all permitting, insurance, bonding, and indemnification requirements of the City.

- Enter into a Construction Agreement with the City prior to commencing construction of the improvement. The requirements of the Construction Agreement are expressly incorporated as requirements of this Agreement.

5. Terms and Termination of the Agreement:

This Agreement remains in effect until the Developer is fully reimbursed for the shares of the benefiting properties, or until such a time the Construction Agreement and warranty period of the improvement has been satisfied, whichever occurs first.

6. General Provisions:

- This Agreement is subject to all provisions of the Homer City Code Title 17, Chapters 17.02 and 17.18, which are expressly incorporated as requirements of this Agreement.
- Developer indemnifies and holds the City harmless from claims arising from or relating to construction of the improvement or enforcement for non-payment of any pro rata payment from owners of benefited properties.
- Governing Law: State of Alaska. Any litigation regarding this agreement shall be filed in the court for the State of Alaska, Third Judicial District at Homer.
- Amendments to this Agreement must be in writing and approved by the Homer City Council.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day of _____, 2026.

CITY OF HOMER

DEVELOPER

By: _____

By: _____

Title: _____
Public Works Director

Title: _____
Mike Arno on behalf of MK Properties LLC

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2026, **Daniel Kort** appeared before me, the undersigned Notary Public, known to me to be the **Public Works Director** of **City of Homer, Alaska**, a municipal corporation organized and existing under the laws of the State of Alaska, and has acknowledged to me that he executed this **Construction Agreement** on behalf of the City of Homer for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first
hereinabove written.

Notary Public in and for Alaska
My Commission Expires:

_____)
_____) ss.
_____)

THIS IS TO CERTIFY that on this ____ day of _____, 2026, **Michael Arno, whom is personally known or presented _____ as identification**, appeared before me, the undersigned Notary Public, and acknowledged to me that he executed this **Construction Agreement** as the Developer for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

(SEAL)

Notary Public

My commission expires:

Chapter 17.02 SPECIAL ASSESSMENT DISTRICTS

Sections:

17.02.030 Purpose and authority for special assessment districts.

17.02.040 Initiation of special assessment district.

17.02.050 Creation of a special assessment district.

17.02.060 Contract – Approval of increased costs.

17.02.070 Special assessment roll.

17.02.080 Certification of assessment roll.

17.02.090 Payment.

17.02.100 Subdivision after levy of assessments.

17.02.120 Reassessment.

17.02.130 Objection and appeal.

17.02.140 Interim financing.

17.02.150 Special assessment bonds.

17.02.160 Time limit for special assessment districts.

17.02.170 Water and sewer connections required.

17.02.190 Hardship deferrals.

17.02.200 Payment in lieu of assessment.

17.02.030 Purpose and authority for special assessment districts.

a. A special assessment district may be created for the purpose of acquiring, installing or constructing a capital improvement that primarily benefits real property in the district, in contrast to capital improvements that benefit the entire community and are paid for with general government resources or improvements that benefit a specific individual parcel.

b. The purpose of this chapter is to prescribe the procedure for initiating a special assessment district, authorizing an improvement in a special assessment district, approving and levying special assessments, payment of special assessments, and the authorization of special assessment bonds, for public information and administrative guidance. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.040 Initiation of special assessment district.

a. A special assessment district may be initiated by:

1. A resolution, initiated by a Council member, the City Manager, or through the developer reimbursement application process set forth in this title and approved by a vote of not less than three-fourths of Council; or
 2. A petition signed by 50 percent of the total record owners who receive notice from the City Clerk's office that they will be assessed a portion of the costs of a single capital improvement.
- b. A benefitted property owner proposing a special assessment district by petition must file a complete special assessment petition application with the City Clerk. Special assessment petition applications are available at the City Clerk's office.

Upon receipt of a completed application and special assessment district filing fee, the City Clerk shall within 10 days:

1. Submit the application to the Public Works Director and Finance Director for review; and
2. Notify the applicant in writing that the application is either sufficient or insufficient and identify the insufficiencies.

Upon approval of an application, the Clerk shall then prepare the petition and distribute it by certified mail to all record owners of property in the proposed district no more than 30 days after the petition application is approved. Petition signatures of the record owners of real property in the district to be benefitted must be received by the City Clerk within 60 days after the mailing of the petition.

c. Upon adoption of a resolution initiating a special assessment district, or the filing of a sufficient petition with the Clerk, the City Clerk shall:

1. Schedule a meeting of record owners of real property in the proposed district, notify the record owners by mail of the date, time and location of the meeting, and include a copy of the notice in the City's regular meeting advertisement;
2. Refer the proposed district to the Public Works Director, who shall prepare an improvement plan for the proposed district, to be provided at the neighborhood meeting. The proposed district improvement plan shall include:
 - a. The boundaries of the proposed district;
 - b. The design of the proposed improvement;
 - c. A cost estimate for the improvement;
 - d. The assessment allocation method used to calculate the amount owed by each record owner in the proposed district as well as the Public Works Director's findings that explain why the recommended assessment allocation method will create the fairest distribution of costs;
 - e. The percentage of the improvement cost to be assessed against properties in the district;
 - f. The time period over which assessments will be financed; and
 - g. Preliminary assessment roll for the proposed district.

3. The Public Works Director shall use the equal area method in calculating the assessment amount unless another method, as defined in HCC 17.01.010, is specified in the improvement plan. [Ord. 22-11(S)(A) § 2, 2022; Ord. 20-12 § 1, 2020; Ord. 23(S-2)(A) § 5, 2019].

17.02.050 Creation of a special assessment district.

- a. Upon completion of an improvement plan under this chapter, the City Clerk shall set a time for a public hearing on the necessity of the improvement and proposed improvement plan. Notice of the hearing shall be published at least twice in a newspaper of general circulation in the City, and mailed via certified mail to every record owner of real property in the proposed district not less than 60 days before the hearing.
- b. A record owner of real property in the proposed district may file a written objection to the improvement plan with the City Clerk no later than the day before the date of the public hearing on the improvement plan. If owners of real property that would bear 50 percent or more of the assessed cost of the improvement file timely written objections, the Council may not proceed with the improvement unless it revises the improvement plan to reduce the assessed cost of the improvement that is borne by objecting record owners to less than 50 percent of the assessed cost of the improvement. If the resolution changes the district boundary in the improvement plan, the City Clerk shall notify all record owners of property included in the district under the improvement plan of the change.
- c. At the noticed date and time, Council shall hold a public hearing and shall adopt a resolution approving the assessment if Council finds, via resolution, that the improvement is necessary and benefits the properties that will be assessed. Council must also approve the proposed improvement plan. The resolution shall contain a description of the improvement, the estimated cost of the improvement, the percentage of the cost to be assessed against the properties in the district, and a description of the properties to be assessed.
- d. If record owners of all real property in the proposed assessment district waive in writing the notice, protest period and public hearing required under this section, the question of creating the district may be submitted to Council without such notice, protest period or public hearing. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.060 Contract – Approval of increased costs.

- a. After a special assessment district has been created, the City shall contract for the construction of the improvement. If the City will own the improvement, it shall solicit bids for construction of the improvement. If the City will not own the improvement, it shall contract with the owner of the improvement to provide for its construction.
- b. If the cost of constructing the improvement will exceed 15 percent of the estimated cost of construction identified in the improvement plan, the City shall not contract for the construction of the improvement without first notifying all record owners in the district via certified mail of the increased cost and providing record owners in the proposed district 30 days to object to the increase.
- c. If the City receives written objections from record owners collectively bearing one-half or more of the cost of the improvement, the City may not contract to construct the improvement unless it can do so at an amount not more than 15 percent above the estimated cost of construction identified in the improvement plan. The City may still impose an assessment or levy taxes on the district for the costs of developing the improvement plan so long as the record owners approved the initiation of the district and the improvement plan. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.070 Special assessment roll.

- a. After completion of the improvement, the City shall assess costs of the improvement and prepare

an assessment roll stating for each property in the special assessment district the name and address of the record owner, Kenai Peninsula Borough parcel number, the legal description of the property, the amount assessed against the property, and the assessed value of the property as determined by the Borough Assessor.

b. Council shall certify the assessment roll by resolution.

c. Prior to certifying the assessment roll, Council shall hold a hearing. All record owners in the proposed district will have an opportunity to raise objections to the assessment roll at the hearing. At least 15 days before the hearing, the City Clerk shall send written notice of the hearing on the certification of the assessment roll by certified mail to each record owner appearing on the assessment roll and publish notice of the hearing in a newspaper of general circulation in the City. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.080 Certification of assessment roll.

After the hearing the Council shall correct any errors or inequalities in the assessment roll. If an assessment is increased, a new hearing shall be set and notice published, except that a new hearing and notice are not required if all record owners of property subject to the increased assessment consent in writing to the increase. Objection to the increased assessment shall be limited to record owners of properties whose assessments were increased. When the assessment roll is corrected, the Council shall confirm the assessment roll by resolution. The City Clerk shall record the resolution and confirmed assessment roll with the District Recorder. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.090 Payment.

a. In the resolution certifying the assessment roll, Council shall fix the time or times when assessments or assessment installments are due, the amount of penalty on a delinquent payment and the rate of interest on the unpaid balance of an assessment. An assessment that is to be paid in a single payment shall not be due before 60 days after billing.

b. Within 30 days after fixing the time when payment of the assessments is due, the Finance Director shall mail a statement to the record owner of each assessed property identifying the property and stating the assessment amount, the payment due date, and the amount of the penalty on a delinquent payment. Within five days after mailing the statements, the Finance Director shall publish notice of mailing the statements in a newspaper of general circulation in the City. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.100 Subdivision after levy of assessments.

a. Except as otherwise provided in this section or required by a governing tariff, a “subdivided property connection fee” shall be paid before subdivided lots may be connected to an improvement for which the original assessment was levied.

b. The “subdivided property connection fee” shall only be required when the original assessment on the pre-subdivided lot was apportioned equally between parcels and was not apportioned based upon lot size or area.

c. The amount of the “subdivided property connection fee” shall be equal to the amount of the original assessment adjusted by the increase in the number of parcels.

d. If the original assessment was payable in installments, the City may enter into a written agreement for the payment of the connection fee in installments on terms that are substantially the

same as those authorized for the payment of the original assessment, secured by a deed of trust on the parcel.

e. Upon the subdivision of a property assessed as a single parcel in the natural gas district improvements where assessments were levied in an equal amount per parcel (i.e., without regard to parcel area, dimension or other characteristic), the assessment levied on the property that is to be subdivided shall be paid in full before the recording of the final plat. No parcel that results from the subdivision shall be subject to assessment for the improvements, but shall be charged for connecting to the improvements in accordance with the tariff of the public utility that provides natural gas service to the parcel.

f. Subdivisions of lots included in the original assessment shall only incur the “subdivided property connection fee” when the subdivision of the lot occurs on or before the date the total assessment for the district is paid in full.

g. All subdivided property connection fees collected under this section shall be deposited in the Homer accelerated water sewer program fund. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.120 Reassessment.

a. Council shall within one year correct any deficiency in a special assessment found by a court, under the procedure for certification of the assessment roll in this chapter.

b. Payments on the initial assessment are credited to the property upon reassessment. The reassessment becomes a charge upon the property notwithstanding failure to comply with any provision of the assessment procedure. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.130 Objection and appeal.

a. An assessment may only be contested by a person who filed a written objection to the assessment roll before its certification. Council’s decision regarding an objection to the assessment roll is final and may be appealed to the Superior Court within 30 days after the date of certification of the assessment roll.

b. If no objection is filed or appeal taken within the time provided in this section, the assessment procedure shall be considered regular and valid in all respects. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.140 Interim financing.

a. Council may provide by resolution or ordinance for the issuance of notes to pay the costs of an improvement from the special assessments for that improvement. The notes shall bear interest at a rate or rates authorized by the resolution or ordinance, and shall be redeemed either in cash or bonds for the improvement project.

b. Notes issued against assessments shall be claims against the assessments that are prior and superior to a right, lien or claim of a surety on the bond given to the City to secure the performance of the contract for construction of the improvement, or to secure the payment of persons who have performed work or furnished materials under the contract.

c. The Finance Director may accept notes against special assessments on conditions prescribed by the Council in payment of:

1. Assessments against which the notes were issued in order of priority;

2. Judgments rendered against property owners who have become delinquent in the payment of assessments; and

3. Certificates of purchase when property has been sold under execution or at tax sale for failure to pay the assessments. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.150 Special assessment bonds.

a. Council by ordinance may authorize the issuance and sale of special assessment bonds to pay all or part of the cost of an improvement in a special assessment district. The principal and interest of the bonds shall be payable solely from the special assessments levied against property in the district. The assessment shall constitute a sinking fund for the payment of principal and interest on the bonds. The benefited property may be pledged by the Council to secure payment of the bonds.

b. On default in a payment due on a special assessment bond, a bondholder may enforce payment of principal, interest, and costs of collection in a civil action in the same manner and with the same effect as actions for the foreclosure of mortgages on real property. Foreclosure shall be against all property on which assessments are in default. The period for redemption is the same as for a mortgage foreclosure on real property.

c. Before the Council may issue special assessment bonds, it shall establish a guarantee fund and appropriate to the fund annually a sum adequate to cover a deficiency in meeting payments of principal and interest on bonds if the reason for the deficiency is nonpayment of assessments when due. Money received from actions taken against property for nonpayment of assessments shall be credited to the guarantee fund. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.160 Time limit for special assessment districts.

a. If five or more years elapse between the creation of a special assessment district and the City contracting for construction of the improvement, the City may not enter into the contract unless the Council by resolution extends the period for entering into the contract by not more than an additional five years.

b. Before the Council acts on a resolution under subsection (a) of this section, the City Clerk shall mail notice of the resolution to each current record owner of property listed on the preliminary assessment roll that the City will not contract for construction of the improvement in the district unless the resolution is adopted. The notice also shall include an updated copy of the preliminary assessment roll. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.170 Water and sewer connections required.

a. Except as otherwise provided in this code, the owner of property in a water or sewer special assessment district that contains an occupied building shall connect to the improvement constructed in the district within three years after the date that the resolution confirming the assessment roll for the district becomes final.

b. Property owners and developers interested in initiating water special assessment districts should review the provisions of HCC 14.08.040, which provides that “[e]xcept as otherwise provided in the Homer City Code, permits for connections to the water system or an extension of a water main to properties that are not served with City sewer service will not be issued.” Thus, special assessment districts for water main extensions will only be formed (1) where City sewer is available or (2) if a special assessment district for a sewer main extension is also formed. [Ord. 20-74 § 1, 2020; Ord. 19-23(S-2)(A) § 5, 2019].

17.02.190 Hardship deferrals.

a. A person may obtain a deferment of assessment payments under this section if the person:

1. Has an annual family income that is less than 125 percent of the current U.S. Health and Human Services Poverty Guidelines for Alaska;
2. Is the record owner of the assessed property, and permanently resides in a single-family dwelling on the property; and
3. Is not determined by the City, after notice and hearing, to have been conveyed the property primarily for the purpose of obtaining the deferment.

b. A person seeking deferment of an assessment payment shall file a written application with the Finance Director supported by documentation showing that the applicant meets the criteria in subsection (a) of this section. A person requesting an assessment payment deferment the first year the assessment is levied must file an application for deferment with the City no more than 15 days after receiving the initial assessment. A person requesting an assessment payment deferment under this section in any year after the first year must file an application for deferment no later than April 15th of the year for which the deferment is sought. A person must file an application each year for which deferment is sought and shall be required to prove eligibility for deferment as of January 1st of each year for which a deferment is requested. Within the same year, the City for good cause shown may waive the claimant's failure to make timely application and approve the application as if timely filed.

c. A person who receives an assessment payment deferment shall execute a deed of trust on the property subject to assessment, together with a promissory note payable to the City on demand, to secure the eventual payment of the deferred payment.

d. A deferred assessment payment shall be immediately due and payable upon the earlier to occur of the following events:

1. The sale or lease of the assessed property; or
2. The death of both the deferred assessment applicant and the applicant's surviving spouse, if any.

e. Except for assessments imposed upon the natural gas assessment district, hardship deferrals are not available from assessment payments for the infrastructure of a privately owned utility. [Ord. 19-23(S-2)(A) § 5, 2019].

17.02.200 Payment in lieu of assessment.

a. The purpose of an in lieu of assessment is to allow the City to respond to changing circumstances and allow a lot outside a special assessment district access to an improvement after the formation of the District. It provides a mechanism for the City to be compensated for access to the improvement while maintaining an incentive for the formation of future special assessment districts. An in lieu of assessment should be used infrequently and only in furtherance of this purpose.

b. A payment in lieu of assessment may be available to owners of property outside a special assessment district who want to connect to the improvement funded by a special assessment district. In order to qualify for connection to an improvement under this section, the record owner of the property and the City shall enter into a written agreement. The record owner shall agree in writing to:

1. Pay the full and actual costs of extending the benefit of the improvement onto their property; and
 2. Pay in full the property's prorated share of the assessed improvement.
- c. The Public Works Director retains authority to deny a request for extension of an improvement under this section.
- d. A payment in lieu of assessment must be paid in an equal or shorter period than the term of the original assessment.
- e. Property accessing an improvement under this section may be included in a special assessment district for the same service created in the future. If a property is included in an assessment district under this subsection, the property will receive a credit towards the total assessment equal to (1) the amount of the "in lieu of assessment" already paid for the property or (2) the amount of the assessment levied on the property in the future special assessment district, whichever amount is less. [Ord. 19-23(S-2)(A) § 5, 2019].

Chapter 17.18

DEVELOPER REIMBURSEMENT PROGRAM

Sections:

17.18.010 Purpose.

17.18.020 Definitions.

17.18.030 Developer requested special assessment district.

17.18.040 Developer incentive and reimbursement program.

17.18.010 Purpose.

It is the intent of this chapter to provide incentive through reimbursement and access to the City's special assessment district process and procedures to developers expanding access to public utilities and capital improvements within the boundaries of the City. [Ord. 19-23(S-2)(A) § 5, 2019].

17.18.020 Definitions.

In this chapter, unless otherwise provided, or the context otherwise requires, the following words and phrases shall have the meaning set forth below:

“Benefiting property” means one or more parcel(s) of real property which are adjacent to, will benefit from, or are likely to require connection to a municipal improvement.

“Cost of construction” means the developer’s actual direct cost of constructing a municipal improvement.

“Developer” means an owner of real property who is developing his, her, or its real property.

“Developer reimbursement agreement” means a written contract between the City, as approved by the Council, and one or more developers, which provides for reimbursement of a portion of the costs of construction of a municipal improvement by a developer, and the method for assessing the pro rata share of the costs of construction of a municipal improvement to benefited property.

“Municipal improvement” means water, sewer, electrical, and/or stormwater systems or other capital improvements which have been designed and constructed according to City standards, approved by the City, accepted by the City, and provide potential benefits and/or service to benefited property. [Ord. 19-23(S-2)(A) § 5, 2019]

17.18.030 Developer requested special assessment district.

- a. A developer may request a resolution of the Council approving a special assessment district in connection with the construction of a municipal improvement as set forth in HCC 17.02.040.
- b. A request for special assessment district initiated by a developer shall be filed on the special assessment district resolution request form, which is available from the City Clerk's office.
- c. The developer's request must include all information required by the special assessment district resolution request form, including, without limitation, a description of the boundaries of the district requested and the municipal improvement the developer intends to construct or extend, a cost estimate for the improvements to be constructed, the proposed method used to calculate the amount claimed by each record owner of benefited property in the proposed district, the percentage of the improvement cost to be assessed to benefited properties within the district, and the percentage of the improvement cost to be assessed to the developer's property and/or project.
- d. Upon adoption of a resolution of Council finding there is a necessity for the special assessment district identified by the developer in the developer's application and the initiation of the special assessment district process under this chapter, a developer reimbursement agreement must also be presented to Council for approval. This agreement must include the terms and conditions of the improvement plan and the proposed construction and installation terms by the contractor. [Ord. 19-23(S-2)(A) § 5, 2019].

17.18.040 Developer incentive and reimbursement program.

- a. If Council approves the district and the developer reimbursement agreement under the procedures set forth in Chapter 17.02 HCC, and upon completion of the approved municipal improvement in accordance with the City's standards and acceptance of the same by the City, and only to the extent permitted by law, the City shall transfer any payments received by the City in payment for the assessments within the district. The City will disburse any payments received from property owners in the district to the developer within 90 days from the date the City collects or receives the assessment payment.
- b. The City may collect, but is not required to collect, the amounts assessed to any benefited property for the pro rata share of the developer's costs of construction. The pro rata payment must be paid before any benefited property connects to or uses the municipal improvement. No benefited property is permitted to connect to or use the municipal improvement without first making the pro rata payment. The pro rata payment is in addition to any connection fees, service fees, or other fees that may be charged for connection and/or use of the municipal improvement, or any

other fees chargeable by the City under the code for the construction of a particular municipal improvement.

c. The City accepts no liability to collect any pro rata payment from the owners of benefited property, or in the event of nonpayment, to pursue enforcement for nonpayment of any pro rata payment, or to disconnect or remove any benefited property from the municipal improvement for nonpayment of a pro rata payment. The City assumes no liability or responsibility regarding the enforceability of any reimbursement agreement, or the developer's ability to seek a pro rata payment. To the extent permitted by law, enforcement matters relating in any way to a pro rata payment, or recovery or reimbursement of any costs of construction, shall be the sole responsibility of the private developer. [Ord. 19-23(S-2)(A) § 5, 2019].

The Homer City Code is current through Ordinance 26-13, passed February 23, 2026.

Disclaimer: The City Clerk's office has the official version of the Homer City Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.cityofhomer-ak.gov/>

City Telephone: (907) 235-8121

Codification services provided by General Code

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

3 City Manager/
4 Public Works Director

5 **RESOLUTION 26-051**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 INITIATING THE MALLARD WAY SEWER EXTENSION SPECIAL
9 ASSESSMENT DISTRICT (SAD) THROUGH THE DEVELOPER
10 REIMBURSEMENT PROGRAM AND AUTHORIZING THE CITY
11 MANAGER TO NEGOTIATE AND EXECUTE THE DEVELOPER
12 REIMBURSEMENT AGREEMENT.
13

14 WHEREAS, Mike Arno owns properties on Mallard Way and has made two attempts to
15 initiate a SAD for a sewer main extension on Mallard Way in accordance with Homer City Code
16 (HCC)17.02 that have failed due to non-response by property owners in the district to the
17 petition process; and
18

19 WHEREAS, HCC 17.18 provides for the Developer Reimbursed Program that allows a
20 developer to apply for a resolution from Council to initiate a SAD instead of using the petition
21 process and Mr. Arno has applied to the City Clerk's office; and
22

23 WHEREAS, Mr. Arno will be the developer for this project and will be required to design
24 and construct the sewer extension in accordance with the City's design standards; and
25

26 WHEREAS, The equal area method, as defined in Homer City Code 17.01.010, will be
27 used in calculating the assessment amount for benefited properties; and
28

29 WHEREAS, Upon completion of the project Mr. Arno will be reimbursed for the cost of
30 the project, apart from the assessments on his lots, in accordance with the reimbursement
31 program in HCC 17.18 that is enacted at the completion of the project; and
32

33 WHEREAS, Deferred assessments will be placed on benefited properties, excluding
34 Arno's, that will be due upon connection to the utility.
35

36 WHEREAS, The Developer Reimbursement Agreement (DRA) requires Council Approval
37 and is included as Attachment A; and
38

39 WHEREAS, Pursuant to HCC 17.02.040(a)(1), a resolution initiating a SAD requires a vote
40 of not less than three-fourths of Council to pass.
41

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby initiates the Mallard Way SAD using the Developer Reimbursement Program and authorizes the City Manager to negotiate and execute the Developer Reimbursement Agreement.

PASSED AND ADOPTED by the Homer City Council this ____th day of _____, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

Fiscal note: N/A



Homer Title 21 Update Progress Report to City Council

Prepared July 22, 2026

View related materials at HomerT21CodeUpdate.com

Upcoming Activities

- **August 5th:** Planning Commission workshop to discuss the proposed Public Hearing Draft. This will be facilitated by City staff.
- **August 19th:** Tentative date for Planning Commission Public Hearing. This will be facilitated by City staff.

Recently Completed Activities

- **Public Hearing Draft of the Code:** The project team prepared a proposed Public Hearing Draft and transmitted all related materials to City staff for their review ahead of an August 5th Planning Commission workshop.
- **Website Updates:** Updated the project website (HomerT21CodeUpdate.com) to feature details about the public hearing process, along with a revised comment tracker.

Cumulative Accomplishments to Date

Featured in June 2026 Progress Report

- **June 22nd: City Council and Planning Commission Joint Work Session:** *The Planning Commission and City Council reviewed Public Review Draft comments and discussed recommendations to guide preparation of the Public Hearing Draft. The project team synthesized approximately 785 comments from 86 individuals (excluding petitions) and preparing a comment tracker for consideration. The most frequently discussed topics are short-term rentals, review process and administration, wetlands and environmental regulation, definitions, and large-format development.*
- **Public Outreach:** *The project team conducted a final e-blast during the week of May 11 to boost participation prior to the May 15 comment period deadline. Additionally, the project website has been updated to outline next steps, including comment synthesis, preparation of the comment tracker, the June 22 joint work session, and the anticipated release of the Public Hearing Draft.*

Featured in May 2026 Progress Report

- **May 4th: Targeted Outreach to Homer Realtors, Business Owners, and Builders and Developers.** *Distributed tailored emails to three stakeholder groups highlighting key changes in the Public Review Draft most relevant to their interests and inviting feedback prior to the May 15th comment deadline.*
- **April 15th: Planning Commission Project Update & Walkthrough of Public Review Draft of the Revised Code –** *Provided an update to the Planning Commission and discuss [How to Navigate the March 31st Public Review Draft \(PRD\) of the Revised Code](#), which includes key changes, structure, and guidance on how to review and provide comments.*
- **April 15th: Public Review Draft Documents Updated:** *Revised key PRD files to improve navigation, formatting, and clarity, including addition of titles and tables of contents; updated the redline version to correct tracking gaps and added a summary of moved and renamed sections to improve readability where content had been reorganized.*

Featured in April 2026 Progress Report

- **April 1st:** Presented a proposed Planning Commission Public Review Draft Amendment Form and shared a brief overview of the “How to Navigate the Revised Code” tool to the Planning Commission.
- **March 31st: Release of the Public Review Draft (PRD) of the Title 21 Code Revision.** The launch included a coordinated public notification campaign and website update with a full suite of supporting materials, including clean and redline versions of the draft code, summary tables (allowable uses and dimensional standards), an updated zoning map, and a navigation guide to support efficient review.

Featured in March 2026 Progress Report

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

Featured in February 2026 Progress Report

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

Featured in January 2026 Progress Report

- **December: Open House Follow Up.** Shared results from the community open house on November 6th and created additional opportunities for residents who missed the event to share their feedback.
- **November – December: One-on-one conversations with Planning Commissioners.** Offered to meet one-on-one with each Planning Commissioner to talk through ideas, concerns, and questions about the draft code.

Featured in November 2025 Progress Report

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

Featured in September 2025 Progress Report

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

Featured in August 2025 Progress Report

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

Featured in July 2025 Progress Report

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

Featured in June 2025 Progress Report

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

Featured in April 2025 Progress Report

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



Project Schedule

January – March 2025	June – November 2025	November 2025 – Summer 2026
• Compile background and gather initial feedback from City staff, Planning Commission, and key stakeholders. • Review existing code and identify updates. • Develop proposed code type and structure.	• Draft early version of revised code. • Staff and legal team conduct review of draft code. • Share preliminary revisions to Title 21 ("lined version"). • Gather input from public on potential changes, including November Open House.	• Conduct Planning Commission work sessions on key topics. • Share Public Review Draft of Revised Code. • Consider and incorporate revisions based on feedback. • Initiate Code adoption process in summer 2026.

Ongoing: Monthly updates and/or work sessions with the Planning Commission and City Council

Roles of the Planning Commission and City Council

Planning Commission

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

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

City Council Engagement

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



MEMORANDUM

CC-26-144

Ordinance 26-31, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 2.08.040 Bylaws for Council Procedure, 2.08.110 Teleconference Procedures and 2.08.120 Teleconference – Limitations.

Item Type: Backup Memorandum, Action Memorandum, or Informational Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: July 14, 2026
From: Amy Woodruff, City Clerk
Through: Melissa Jacobsen, City Manager

SUMMARY:

When ordinance 26-31 was introduced on June 22nd, Councilmembers raised questions about further edits to the section of code it amends and asked staff to research whether those edits would be applicable. Staff researched relevant sections of code and consulted the City Attorney. Responses are summarized in this memorandum along with suggested motions, where appropriate, should Council wish to propose amendments to the ordinance.

BACKGROUND:

2.08.040 (m)(1)(b), Lines 121-122 “b. A scheduled and publicly noticed meeting of the Board of Adjustment, Board of Ethics, or other board or commission that is composed of the Mayor and Council members.”

The Council continues to serve as the Board of Ethics in some cases. The City no longer has a Board of Adjustment. Other references to the Board of Adjustment in this chapter will also need to be removed.

Possible motion: I MOVE TO AMEND ORDINANCE 26-31 ON LINE 121 TO STRIKE “BOARD OF ADJUSTMENT,” AND ON LINE 186 TO ADD NEW SECTIONS THAT AMEND 2.08.070 MAYOR’S VETO SECTION (C) TO STRIKE ITEM (1) “ACTIONS OF THE CITY COUNCIL SITTING AS THE BOARD OF ADJUSTMENT” AND 2.08.100 TELECONFERENCE PARTICIPATION IN MEETINGS. SECTION (A) TO STRIKE “, THE BOARD OF ADJUSTMENT AND”

2.08.110(f), lines 167-179

“f. The means used for a teleconference meeting of the City Council must enable each member appearing by teleconference to clearly hear the Mayor, all other Council members, and public testimony at the meeting as well as be clearly heard by all other Council members and members of the public in attendance.

If teleconference participation is interrupted due to poor connectivity that hinders the active participation of a member in the meeting the Mayor will request a brief recess to allow the person an attempt to reestablish a connection. If the person cannot reestablish a clear connection after a recess, the Mayor shall call for a vote of the Council on whether to terminate teleconference participation. Prior to the vote, the Mayor or Council members may make such inquiries as necessary to make a decision. If a majority of the Council votes to terminate teleconference participation, the record will indicate such and the member participating by teleconference shall not be called upon to comment or vote. The Council's determination is final and not subject to veto or appeal."

The procedure outlined in this section for connectivity issues – a brief recess followed by a vote of council to terminate participation if connectivity cannot be restored—is not currently in use. At least one councilmember suggested that this procedure be removed and that the Clerk simply maintain a close watch on connectivity for remote participants, particularly when their presence is required to maintain a quorum.

Possible motion: [I MOVE TO AMEND ORDINANCE 26-31 TO STRIKE LINES 171 THROUGH 179](#)"

2.08.120 (e)(2), Line 212 "2. A hearing on an ethics charge under Chapter 1.18 HCC."

Since the Council continues to serve as the Board of Ethics under some circumstances, this section does not need to be removed.

Possible motion: n/a

Not currently in code: Councilmembers suggested that the City might add specific language about ensuring that one is participating from a private place when in joining an executive session via teleconference. One possible location is under 2.08.110(c) which describes the procedure for joining a teleconference.

Possible Motion: [I MOVE TO AMEND ORDINANCE 26-31 ON LINE 143 TO ADD A SECOND SENTENCE THAT READS "COUNCIL MEMBERS PARTICIPATING IN EXECUTIVE SESSION VIA TELECONFERENCE MUST ENSURE THAT THEY HAVE ADEQUATE PRIVACY TO PREVENT DISCLOSURE OF CONFIDENTIAL INFORMATION."](#)

RECOMMENDATION:

Review the information and make motions to amend the ordinance as desired

**CITY OF HOMER
HOMER, ALASKA**

City Manager/City Clerk

ORDINANCE 26-31

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING HOMER CITY CODE SECTIONS 2.08.040 BYLAWS FOR
COUNCIL PROCEDURE, 2.08.110 TELECONFERENCE
PROCEDURES AND 2.08.120 TELECONFERENCE – LIMITATIONS.

WHEREAS, During the annual review of the City Council Operating Manual it was proposed to remove strict limits on teleconference participation by Councilmembers in favor of an approach that emphasizes the value of in-person attendance while recognizing that travel for family, health needs, and work may result in the need to participate in meetings remotely; and

WHEREAS, Staff recommends allowing for teleconference participation in executive session when council members can ensure they have adequate privacy to prevent disclosure of confidential information; and

WHEREAS, Given the technological improvements in recent years, the stipend for teleconference participation need not be differentiated from the stipend for in-person meeting attendance as previously established for telephonic attendance; and

WHEREAS, The City Council Operating Manual's limit of three teleconference meetings per year and prohibition on teleconference participation in executive session are derived from City Code which requires an amendment by ordinance.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code Section 2.08.040 Bylaws for Council procedure is hereby amended to read as follows:

The following bylaws shall govern the procedures of the City Council of the City:

a. To abide by existing Alaska State laws pertaining to cities of the first class.

b. To abide by the current edition of Robert's Rules of Order insofar as this treatise is consistent with these bylaws, other provisions of the Homer City Code, or unwritten standing rules adopted by the City Council. In all other cases, bylaws, the code or the standing rule shall prevail.

c. The Council's agenda format specified in the City of Homer City Council Operating Manual, as the same may be amended from time to time, is incorporated herein by reference.

- 44
45 1. The manual may be revised with Council approval;
46
47 2. A copy of the manual shall be available to the public during regular business hours
48 at the Homer City Hall and be available during City Council meetings.
49
50 d. Regular Meetings.
51 1. Second and fourth Mondays of each month at 6:00 p.m., unless otherwise provided
52 by two-thirds vote of the City Council;
53 2. The agenda shall be provided to each Council member 36 hours prior to meeting, by
54 City Clerk;
55 3. Adding items to or removing items from the agenda will be by unanimous consent
56 of the Council;
57 4. Public notice of a regular meeting shall be made as provided in Chapter 1.14 HCC.
58
59 e. Special Meetings.
60 1. Called by Mayor or majority of the Council;
61 2. If a majority of members are given at least 36 hours' oral or written notice and
62 reasonable efforts are made to notify all members, a special meeting may be held at the call
63 of the presiding officer or at least one-third of the members;
64 3. Agenda shall be as per subsection (c) of this section;
65 4. Public notice of a special meeting shall be made as provided in Chapter 1.14 HCC.
66
67 f. Emergency Meetings.
68 1. By unanimous consent of quorum;
69 2. Required justifiable reason;
70 3. Informal agenda – limited to emergency;
71 4. Public notice shall be made as provided in Chapter 1.14 HCC.
72
73 g. Teleconference participation in meetings may be authorized pursuant to HCC
74 2.08.100 through 2.08.120.
75
76 h. Quorum – Voting. Four Council members shall constitute a quorum. Four
77 affirmative votes are required for the passage of an ordinance, resolution, or motion. A
78 member of the Council acting as Mayor Pro Tem shall not lose his vote as the result of serving
79 in such office. The Mayor is not a Council member and may vote only in the case of a tie. The
80 final vote on each ordinance, resolution, or substantive motion may be a roll call vote or may
81 be done in accordance with subsection (k) of this section (see AS 29.20.160(c)(d)).
82
83 i. Motions to Reconsider. A member of the Council who voted with the prevailing side
84 on any issue may move to reconsider the Council's action at the same meeting or at the next
85 regular meeting of the body. Notice of reconsideration shall be given to the Mayor or City
86 Clerk within 48 hours from the time the original action was taken.

j. Abstentions. All Council members present shall vote unless abstention is required by law (AS 29.20.160(d)).

k. Consensus. The Council may, from time to time, express its opinion or preference concerning a subject brought before it to consideration. The statement, representing the will of the body and a meeting of the minds of the members, may be given by the presiding officer as the consensus of the body as to that subject without taking a motion and roll call vote.

l. Vacancies. An elected municipal office is vacated under the following conditions and upon the declaration of vacancy by the Council. The Council shall declare an elective office vacant when the person elected:

1. Fails to qualify or take office within 30 days after his election or appointment;
2. Resigns and his resignation is accepted;
3. Is physically or mentally unable to perform the duties of the office as determined by two-thirds vote of the Council;
4. Is convicted of a felony or misdemeanor described in AS 15.56 and two-thirds of the members of the Council concur in expelling the person elected;
5. Misses three consecutive regular meetings unless excused;
6. Is convicted of a felony or of an offense involving a violation of the oath of office;
7. Is convicted of a violation of AS 15.13 concerning Alaska Public Offices Commission reporting requirements;
8. No longer physically resides in the municipality and the City Council by two-thirds vote declares the seat vacant; and
9. Is physically absent from the municipality for 90 consecutive days unless excused by the City Council.

m. Salaries of Elected Officials.

1. The Mayor and each Council member shall be paid a stipend of \$75.00 for each council-meeting-day in which the person participates in person, or \$50.00 per council-meeting-day in which a majority of the person's participation time is telephonic. A council-meeting-day is any calendar day in which the person participates in any one or more of the following:

a. A scheduled and publicly noticed meeting of the City Council, including without limitation a regular meeting, special meeting, committee of the whole meeting and meeting in executive session.

b. A scheduled and publicly noticed meeting of the Board of Adjustment, Board of Ethics, or other board or commission that is composed of the Mayor and Council members.

c. Training or continuing education programs, and work sessions, that are required by law or commonly recognized best practice to perform the duties of Mayor or Council member.

The City shall not spend any funds for elected officials' membership in the Public Employees Retirement System. An elected official may not receive any other compensation

for service to the City unless specifically authorized to do so by ordinance. Per diem payments or reimbursements for expenses are not compensation under this section.

Section 2. Homer City Code Section 2.08.110, Teleconference Procedures, is hereby amended to read as follows:

a. A Mayor or Council member who cannot be physically present for a regularly scheduled Council meeting shall notify the City Clerk ~~at least five days~~ prior to the scheduled time for the meeting of his or her request to participate in the meeting by teleconference ~~means of communication.~~

~~b. Three days prior to the scheduled time for the Council meeting, the City Clerk shall notify the Mayor and Council of the person's request to participate by teleconference.~~

c. At the commencement of the Council meeting a teleconference connection will be established with the person or persons intending to participate by teleconference. ~~If the Council member or Mayor has requested a special exception as outlined in HCC 2.08.120(c) or (d) after a teleconference connection is established the Mayor shall call for a vote of the Council on whether the person(s) may or may not participate by teleconference. Prior to the vote, the Mayor or Council members may make such inquiries as necessary to make a decision. Only the Council members physically present may vote on the question. If a person participates in the meeting by teleconference without a ruling from the Council, it shall be deemed to be with the approval of such participation by the Council, and all actions taken by the Council with the participation of all such persons are valid.~~

~~d. Subsections (a) and (b) of this section do not apply to special meetings or emergency meetings of the City Council called under HCC 1.14.030 and 1.14.050. A Council member or Mayor who requests to participate in a special or emergency meeting of the City Council must notify the City Clerk before the time scheduled for the start of the meeting. The Clerk will notify the Mayor and Council no later than the commencement of the meeting. After a teleconference connection is established with the person or persons requesting to participate by teleconference, a ruling shall be made on the person's participation in the meeting as provided in subsection (c) of this section.~~

~~e. Subsections (a), (b), and (c) of this section do not apply to meetings held while an emergency disaster declaration is in effect and the nature of the disaster significantly impacts a Council member's ability to attend a Council meeting other than by teleconference or other technological means.~~

f. The means used for a teleconference meeting of the City Council must enable each member appearing by teleconference to clearly hear the Mayor, all other Council members, and public testimony at the meeting as well as be clearly heard by all other Council members and members of the public in attendance.

If teleconference participation is interrupted due to poor connectivity that hinders the active participation of a member in the meeting the Mayor will request a brief recess to allow the person an attempt to reestablish a connection. If the person cannot reestablish a clear connection after a recess, the Mayor shall call for a vote of the Council on whether to terminate teleconference participation. Prior to the vote, the Mayor or Council members may make such inquiries as necessary to make a decision. If a majority of the Council votes to terminate teleconference participation, the record will indicate such and the member participating by teleconference shall not be called upon to comment or vote. The Council's determination is final and not subject to veto or appeal.

g. The City Clerk shall note in the minutes of the council meeting all members appearing by teleconference.

h. To the extent practicable, materials to be considered by the Council shall be made available to those attending by teleconference.

Section 3. Homer City Code Section 2.08.120, Teleconference – Limitations, is hereby amended to read as follows:

a. All Council members and the Mayor should make all reasonable effort to be physically present for every meeting. Teleconference procedures may not be used as a regular means of attendance at meetings except temporarily during events described in subsection ~~(f)~~(c) of this section.

~~b. Each Council member and the Mayor may attend a maximum of three City Council meetings by teleconference during the 12-month period commencing November 1st each year. If a member participates in any part of a regularly scheduled meeting by teleconference, it will count towards their maximum allowable teleconference participations.~~

~~c. Each Council member and the Mayor may attend additional teleconferences as a special exception if expressly approved for good cause in each instance by a vote of the Council. Good cause may include, but is not limited to, absence required for work related travel or medical care needed for the individual or the individual's immediate family.~~

~~d. A Council member or the Mayor may request to participate in a meeting by teleconference upon notification to the City Clerk before the time scheduled for the start of the meeting as a special exception if expressly approved for good cause in each instance by a vote of the Council. Good cause may include, but is not limited to, absence required for work related travel or medical care needed for the individual or the individual's immediate family.~~

e. No Council member or the Mayor shall attend by teleconference means:

~~1. An executive session of the City Council.~~

2. A hearing on an ethics charge under Chapter 1.18 HCC.

f. ~~c.~~ Subsections (b) through (e) of this section ~~do~~ **does** not apply to meetings held while an emergency disaster declaration is in effect and the nature of the disaster significantly impacts a Council member's ability to attend a Council meeting other than by teleconference or other technological means, or when circumstances arise that temporarily prohibit meetings from being held in the City Council Chambers.

Section 4. This ordinance is of a permanent and general character and shall be included in the City Code.

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

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



MEMORANDUM

CC-26-126

Ordinance 26-32, an Ordinance of the City Council of Homer, Alaska Amending Homer City Code Section 3.16.040 Advertising for Bids and 3.16.110 Competitive Sealed Proposals – Negotiated Procurement. City Manager/City Clerk.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: June 11, 2026
From: Amy Woodruff, City Clerk
Through: Melissa Jacobsen, City Manager

SUMMARY:

City Staff propose editing City Code to add flexibility for procurement. The ability to accept electronic bids and proposals will increase competition and reduce advertising costs.

BACKGROUND:

The City is laying the groundwork for electronic submission of bids and proposals for City Projects. Specific references to “envelopes” and requirements for advertising in print newspapers circulated in the City will be removed. At present, proposals and bids for some types of projects come from Anchorage or even out of state. We frequently receive requests to submit materials by email, and Public Works staff once fielded a call from a Plan Holder who intended to drive a proposal to Homer asking for a deadline extension because of weather conditions in Turnagain Pass.

Alaska Statutes do not require that Invitations to Bid (ITBs) and Requests for Proposals (RFPs) be advertised in print, and many other municipalities have removed the requirement from their code. This change does not prohibit the use of print newspapers when appropriate, it simply establishes advertising on the City’s website as the new minimum standard.

The electronic bid system will reduce staff time associated with preparing and publishing RFPs and ITBs, and it will improve bidder compliance with ITB and RFP specifications. Staff plan to roll out the new platform in a hybrid format and continue to accept paper bids for the foreseeable future to accommodate all potential bidders.

RECOMMENDATION:

Adopt the ordinance amending Homer City Procurement Code.

CITY OF HOMER
HOMER, ALASKA

City Manager/City Clerk

ORDINANCE 26-32

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING HOMER CITY CODE SECTIONS 3.16.040 ADVERTISING
FOR BIDS AND 3.16.110 COMPETITIVE SEALED PROPOSALS -
NEGOTIATED PROCUREMENT

WHEREAS, The City desires to adopt an online bidding platform to accept bids and proposals and thereby provide access to a wider range of respondents, which requires removing procedural language specific to physical media and in-person submission; and

WHEREAS, Homer City Code requires that all purchases or contracts greater than \$50,000 be procured via bid or sealed proposal and publicly noticed in a newspaper of general circulation; and

WHEREAS, It is in the best interest of the City to revise the advertisement requirement for posting on online bidding platforms; and

WHEREAS, These changes in no way prohibit the City from advertising in a newspaper of general circulation or accepting physical bids and proposals when deemed appropriate.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code section 3.16.040 Advertising for bids, is hereby amended to read as follows:

a. Purchases or contracts having an estimated value of more than \$50,000 may be made only after a notice calling for bids is ~~printed in a newspaper of general circulation within the City limits once a week for~~ **posted on the City Website** not less than two consecutive weeks prior to the date for the bid award, ~~unless another form of media is authorized by the City Manager.~~ **Notices may also be advertised in other appropriate platforms.** The notice will contain a general description of the property, work, or service; state where the bid forms and/or specifications may be obtained; and specify the place for submission of bids and the time by which they must be received.

~~b. The bid closing date will be no sooner than five working days after the last date of advertisement.~~

~~c.~~ **b.** The purchase or contract will be awarded to the lowest responsive and responsible bidder as determined in HCC 3.16.070.

Section 2. Homer City Code section 3.16.110, Competitive sealed proposals –
Negotiated procurement is hereby amended to read as follows:

a. The City Manager may elect to use a competitive sealed proposal process when the bidding process is not practicable.

b. The City Manager will solicit competitive sealed proposals by issuing a request for proposals. The request for proposals will state, or incorporate by reference, all specifications and contractual terms and conditions to which a proposal must respond, and will state the factors to be considered in evaluating proposals and the relative importance of those factors. Public notice of a request for proposals will be given in accordance with HCC 3.16.040(a) ~~and (b).~~

c. Sealed proposals ~~will be designated as such on an outer envelope and will be submitted by mail or in person at the place~~ **in the manner specified in the request for proposals** no later than the time specified in the request for proposals. Proposals not submitted ~~at the place in~~ **the manner** or within the time so specified will not be opened or considered.

~~d. Proposals will be received at the time and place designated in the request for proposals, and will be opened so as to avoid disclosing their contents to competing proposers during the process of negotiation. Proposals, tabulations and evaluations thereof will be open to public inspection only after the contract award. The City Manager will issue a notice of recommendation to award to all responding proposers at least four days prior to approval by the final decision-making authority.~~

e. In the manner provided in the request for proposals, the City Manager may negotiate with those proposers whose proposals are determined to be responsive and responsible to the request for proposals. Negotiations will be used to clarify and assure full understanding of the requirements of the request for proposals after submission and prior to award to obtain best and final offers. Proposers deemed eligible for negotiations will be treated equally regarding any opportunity to discuss or revise proposals. In conducting negotiations or requesting revisions, no City officer or employee will disclose any information derived from proposals of competing proposers.

f. If fair and reasonable compensation, contract requirements and contract documents can be agreed upon with the most qualified proposer, the contract will be awarded to that proposer.

g. If fair and reasonable compensation, contract requirements and contract documents cannot be agreed upon with the most qualified proposer, the City Manager will advise the

proposer of the termination of negotiations. If the proposals were submitted by one or more other proposers determined to be qualified, negotiations may be conducted with such other proposers in the order of their respective rankings. The contract may be awarded to the proposer then determined to be most qualified and advantageous to the City.

h. Awards will be made by written notice to the proposer whose final proposal is determined to be most advantageous to the City if satisfactory compensation, contract requirements and contract documents are agreed upon pursuant to subsection (g) of this section. No criteria other than those set forth in the request for proposals may be used in proposal evaluation. If the City Manager determines that it is in the best interest of the City to do so, the City Manager may reject all proposals.

i. When the service is routine and repetitious, the cost of the anticipated service will be considered during evaluation of proposals. This subsection will not apply to a qualifications-based selection process.

Section 3. This ordinance is of a permanent and general character and shall be included in the City Code.

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

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



MEMORANDUM

Ordinance 26-33, An Ordinance of the City Council of Homer, Alaska, Amending the FY27 Capital Budget to Fund Anticipated Repairs or Maintenance to the United States Coast Guard (USCG) Buoy Tender Berth Space by Establishing Authority in the FY27 Budget for Routine Maintenance to the USCG Buoy Tender Berth Space. City Manager/Finance Director.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: June 17, 2026
From: Bryan Hawkins, Port Director
Through: Melissa Jacobsen, City Manager

Purpose of Ordinance:

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

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

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

Recommendation:

Pass Ordinance authorizing up to \$40,000 to be spent on routine maintenance or repair needs associated with the USCG Buoy Tender berth space.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Port Director

ORDINANCE 26-33

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY27 CAPITAL BUDGET TO FUND ANTICIPATED
REPAIRS OR MAINTENANCE TO THE UNITED STATES COAST
GUARD (USCG) BUOY TENDER BERTH SPACE BY ESTABLISHING
AUTHORITY IN THE FY27 BUDGET FOR ROUTINE MAINTENANCE
TO THE USCG BUOY TENDER BERTH SPACE.

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

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

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

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY27 Capital Budget by
appropriating \$40,000 from the USCG Buoy Tender Berth Space Maintenance Reserve for
anticipated repairs or maintenance of the USCG berth space as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0383	USCG Buoy Tender Berth Space Maintenance Reserve	\$40,000

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

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 27th day of July, 2026.

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CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



MEMORANDUM

Ordinance 26-34, An Ordinance of the City Council of Homer, Alaska, Amending the FY27 Capital Budget to Fund Anticipated Maintenance to the Seawall by Establishing Authority in the FY27 Budget for Routine Maintenance to the Seawall. City Manager/Finance Director.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: June 17, 2026
From: Dan Kort, Public Works Director
Through: Melissa Jacobsen, City Manager

Purpose of Ordinance:

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

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

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

Recommendation:

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

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 26-34

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY27 CAPITAL BUDGET TO FUND ANTICIPATED
MAINTENANCE TO THE SEAWALL BY ESTABLISHING AUTHORITY
IN THE FY27 BUDGET FOR ROUTINE MAINTENANCE TO THE
SEAWALL.

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

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

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

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

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY27 Capital Budget by appropriating \$5,000 from the Seawall Maintenance Reserve and Ocean Drive Loop Special Service District accounts for the purpose of maintaining the seawall as follows:

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

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

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 27th day of July, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

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: July 22, 2026
SUBJECT: City Manager's Report for July 27, 2026 Council Meeting

Happy Birthday United States Coast Guard

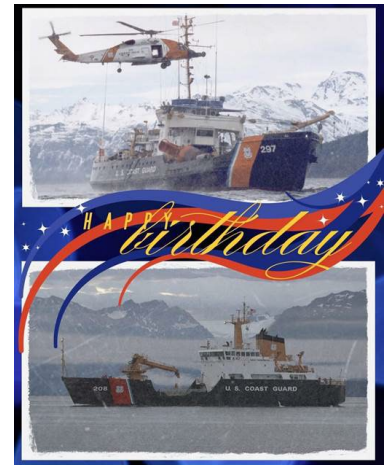
The U.S. Coast Guard will be turning 236 years old this year, celebrating its birthday on August 4th. The Coast Guard was founded in year 1790 when congress made the decision to construct 10 vessels for the use of enforcing trade laws and tariffs. Kodiak, Alaska, is home to the largest Coast Guard base, stretching 23,000 acres.

MARAD Site Visit for Float System 4 Replacement Project

On July 7, Port and Harbor and administrative staff hosted three representatives from the U.S. Maritime Administration (MARAD) for a site visit to the harbor.

MARAD is administering a grant through the federal Port Infrastructure Development Program, which will help fund the replacement of Float System 4.

The group toured the floats slated for replacement, discussed the scope of the project, and reviewed the City's progress on National Environmental Policy Act (NEPA) compliance, which MARAD noted is nearing completion and looking good. Homer was just one stop of many on their itinerary, as several Alaska harbor projects are receiving federal support. Thank you to the MARAD team for making the trip from Washington, D.C. We are grateful for the partnership and look forward to moving this project forward together.



State CPVT Legislative Grant Award for Harbor Improvements

The City has been awarded a \$125,000 legislative grant from the State's allocation of Commercial Passenger Vessel Tax (CPVT) funds. This funding source is in addition to the City's direct CPVT tax receipts, which are distributed annually based on cruise passenger landings. Staff advocated for this funding in Juneau to support the Homer Harbor Security Camera Ramps 1–5 project. The award falls short of the City's full request of \$300,000. Given the partial award, staff does not intend to put this funding toward the camera project and will instead identify other harbor infrastructure or passenger safety projects eligible under the CPVT program. Once staff develops a plan for utilizing the funds and negotiates an award agreement, staff will bring forward an ordinance to approve and appropriate the funds. Applications for full funding of the camera project are pending through an FY27 federal appropriation and a F26 State Homeland Security Program (SHSP) grant application. We want to thank our State legislators, Senator Stevens and Representative Vance, as well as the Senate Finance Committee, for the CPVT award. A thank you also goes out to J&H Consultants for their assistance in this effort.

Airport Terminal Update

The City issued a Request for Proposals for Professional Engineering Services for Airport Water Damage Repair and a resolution awarding a contract is scheduled for the July 27th Council meeting. Once we have the contract in place, the consultant will get to work on engineering and design of repairs, and an invitation to bid (ITB) will be issued to complete repairs. Public Works has been investigating some potential damage associated with the fire hydrant outside the building and the water line feeding the hydrant that will be the responsibility of the City to repair. With the initial survey of the building damage complete, lessees have requested access to more of the building until construction begins, so we are working on a path forward to accommodate the lessees and their customers.

Public Comment on OMB's Proposed Changes to Uniform Guidance for Federal Grants

City staff submitted formal public comments to the Office of Management and Budget prior to the July 13, 2026 deadline and transmitted Resolution 26-044 to the City's federal delegation and state legislators. To date, the City has received a response from Representative Stutes' office, and that correspondence is attached for the Council's reference.

Library Closure for security gate installation

The Homer City Library will be closed on the 4th-8th of August for improvements. A construction team will be installing a new security grille which will be placed on the threshold between the library and conference room. This grille will ensure the conference room is available for use outside of the library operating hours.

Staff of library will be available via phone and email during usual operating hours. Items are available to be checked out by curbside pickup station. Items may be returned through the outside book drop, larger items may be returned through curbside pickup. WIFI will remain available in parking lot and areas surrounding the library.

Sister City 2026 Cultural Events

This month we had the opportunity to celebrate our relationship with our sister city of Teshio, Japan. The community participated in several cultural activities such as drumming sessions, kimchi making, cultural studies, and the Japanese Summer Festival. The Japanese Summer Festival will be held on July 25th at Karen Hornaday Park. The festival will consist of Takio drumming, Japanese games, and food. Special guest Mr. Furuta will be attending.

2nd Annual Guns and Hoses Softball Game

The 2nd annual Gunz & Hoses softball game happened on July 11th. There was a slight delay of game as some of the Hoses team members responded to and wrapped up a structure fire call a fire call before the first pitch. Over 100 people attended and brought canned food to support the local food bank. The weather was cooperative and everyone had a lot of fun participating in the event. The lighthearted softball rivalry and fun Facebook posts show great sportsmanship and camaraderie between departments. HPD won last year and HVFD rose to the challenge this year. Great job everyone and we're excited to see what next year brings!!



Handrail at the HERC

We are pleased to have a new handrail installed at the HERC facility that will improve access for our participants who partake in in the Community Recreation programs at this location. Special thanks to the Public Works Maintenance Staff who quickly ordered and installed the handrail, we appreciate their ongoing support for the municipal recreation operations.



July Email Disruption

In late June, disruptions during a maintenance procedure brought down portions of the City's email system. Information Technology staff successfully restored core email services, including email delivery and access through desktop and mobile email applications. However, some features remain unavailable.

The City's technology plan includes migrating email services to Microsoft 365 in this budget year (funding for this effort was approved as part of the mid-biennium operating budget adjustment). After evaluating the effort required to restore non-critical features on the older system, the IT Department has determined that City resources will be better spent by accelerating the planned migration rather than investing additional time and expense into a platform that is scheduled for retirement.

Email services required for normal City operations remain available, and the migration project is expected to provide a more modern and secure service for staff and council alike. While some users will notice service limitations in the interim, the IT team plans to move ahead with planning and migration activities. We will provide updates as we prepare groups to transition to the new service.

City Hall Parking

Over the past few months local business overflow parking into the City Hall parking lot during regular business hours has increased significantly to the point where city staff and city hall customers have limited parking available. I appreciate that this is a public building, however businesses in town are expected to provide adequate parking for their employees and customers and City Hall is expected to do the same. Homer City Code 7.10.030 addresses parking in City parking lots and my plan is to notify neighboring businesses of parking hours at City Hall and consider posting signage for City Hall parking only, if needed.

Fairview Avenue Right-of-Way Clearing

Folks are noticing some clearing that has happened along the Lower Hornaday Trail that runs along Fairview near Campground Road. In the FY26 Capital budget \$15,000 was appropriated for trail improvements that include the Lower Hornaday Trail. The purpose of the clearing was two-fold, partly for right-of-way clearing and partly for the trail construction and long-term maintenance. The trail work will include resurfacing improvements that are like the work done on the Library West Lot, Story, and Lucky Shot Trails. The work is planned go along the existing trail to the area across from Wright Street where the trail curves up toward the upper Hornaday Park area and will be extended to near the intersection of Mullikin Street, providing a much needed pedestrian pathway that will separate pedestrians from traffic.

Informational Meeting for Anyone Considering a Run for City Office

If you are considering whether you might run for City Council or for Mayor, we hope you can make this event on **Wednesday, August 12th at 5:30 p.m.** in the Council Chambers - downstairs at City Hall. Join City Staff and some current and former elected officials to ask your questions about what it's like to be an elected official, how elections work, and more. A zoom recording will be available on the City's website for those not able to join in person.

Attachments:

- July Employee Anniversaries
- Homer Harbor Expansion Report
- OMB Proposed Rule Changes
- Grant Update Memo
- Library Closure Flier



**Considering a run
for elected office?**

**Join City staff and
elected officials to
ask your questions.
Wed, Aug 12 @ 5:30 pm**

More info at: www.cityofhomer-ak.gov or 907-235-3130





City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue

Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: MAYOR LORD AND CITY COUNCIL

FROM: Andrea Browning

DATE: July 27, 2026

SUBJECT: July Employee Anniversaries

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

Lori Sorrows	Finance	27	Years
Julie Engebretsen	Community Dev.	24	Years
Dave Welty	Public Works	18	Years
David Bernard	Library	15	Years
Jason Hoffman	Public Works	11	Years
Jason Hanenberger	Public Works	7	Years
Owen Meyer	Public Works	5	Years
Ryan Foster	Community Dev.	4	Years
Keith Bohlken	Public Works	3	Years
Bradley Bordner	Police	3	Years
Tom Gilbert	Port	3	Years
Greg Trail	Public Works	3	Years
Mike Scanlon	Police	1	Year



Homer Harbor Expansion General Investigation Update

Item Type: Informational Memorandum

Prepared For: Homer City Council, Port & Harbor Advisory Commission

Date: July 15, 2026

From: Jenny Carroll, Special Projects & Communications Coordinator

Through: Melissa Jacobsen, City Manager

Purpose: This memorandum provides the Homer Harbor Expansion Study monthly written update to Homer City Council per Resolution 23-037.

Update: The U.S. Army Corps of Engineers (USACE) released the Homer Harbor Expansion Draft Feasibility Study on May 22, 2026, opening a 30-day public comment period that closed on June 22, 2026. USACE received 77 comments during this period.

USACE is now organizing the comments into categories by type. These categorized comments will be distributed to Project Delivery Team members according to their areas of responsibility, and the team will evaluate and decide whether any changes are needed to the report or design. USACE will discuss its findings internally. If any comments require the City's input or assistance, USACE will coordinate a discussion with the City.

Although the City does not yet know the full range of comments received, USACE has preliminarily indicated that many commenters requested an extension of the public comment period, which was not possible. Several commenters also raised the need to include parking, which remains a City priority.

Parking was removed from the Tentatively Selected Plan after USACE reviewed geotechnical boring results, which indicated that the dredged material would likely require mixing with additional granular fill before it could be suitable for uplands development. This finding eliminated the option of direct upland disposal to create the parking area, so it was taken out of Alternative 2's 35% design.

The City remains committed to ensuring adequate parking and access to harbor facilities through cost-effective solutions, which can be addressed during local services facilities planning and the pre-construction engineering and design (PED) phase.

The body of the final Feasibility Study Report will include a section summarizing the primary comment categories, and an appendix will contain copies of all comments received.

Additionally, the USACE will be trimming the body of the report down to 100-150 pages. All information in the original draft feasibility report will still be accessible in additional appendices. The City will make the final draft of the report available to the public when it is released.

Outreach and Public Engagement: The City promoted the public comment opportunity widely through the HHE mailing list and website, local press advertisements, radio ads and talk shows, fliers, banners, and public events, including the LSF/Kachemak Gear Shed, Harbor Fest, and a joint Homer City Council and Port and Harbor Advisory Commission meeting.

Study Schedule — Remaining Milestones

- | | |
|--|-------------------|
| • Command Validation Milestone | August 18, 2026 |
| • District Final Report Submitted | November 27, 2026 |
| • Signed Chief's Report (End of Feasibility Study) | March 29, 2027 |

Reporting Transition Plan: With the retirement of Jenny Carroll, the primary staff member responsible for reporting to City Council on the General Investigation, a transition plan is being put in place. Karyn DeCino, the Assistant Special Projects Coordinator will assume this reporting role on a temporary basis until these duties are fully transitioned to a new hire. Given this transition and given that the work on the General Investigation will now largely consist of technical revisions to the draft feasibility report occurring within USACE with limited City action required, we request that the pace of Council reporting be adjusted from monthly to quarterly, with additional updates provided at key project developments and milestones, or the initiation of planning for Local Services Facilities.

Staff Recommendation: Staff requests Council's direction regarding the preferred frequency for future reporting to City Council.



MEMORANDUM

CC-26-xxx

City Manager Report: Grant Update

Item Type: Informational Memorandum
Prepared For: Mayor and City Council
Date: July 31, 2027
From: Jenny Carroll, Special Projects & Communications Coordinator
Through: Melissa Jacobsen, City Manager

This is an informational memo providing a quarterly update on federal and state grant funding requests submitted or in process in support of City of Homer projects. New actions and information since the March 23, 2026 update are marked in green font on the attached chart.

In the past quarter, staff have primarily been engaging federal agencies through kick-off meetings and preparing the groundwork to move the projects toward negotiating grant awards and obligation.

After a six-month delay, the Alaska Division of Homeland Security and Emergency Management recently opened the 2026 State Homeland Security Program for applications. The City applied for funding for three equipment projects as outlined in the attached report.

Finally, I'm pleased to report that Senator Murkowski and Representative Begich forwarded all of the City's Community Designated Spending requests to appropriation subcommittees for review and consideration. We will not know the outcomes for a while. Requests aren't decided on their own schedule — they get folded into subcommittee spending bills, which then have to move through committee, floor votes in both chambers, and a conference/reconciliation process before final passage. On timing, Congress often passes short-term stopgap measures rather than a final budget by the October 1 start of the fiscal year, and full spending bills often aren't finalized until the end of the calendar year or later. Notification then comes from the individual federal agency after enactment, and the funds are eventually awarded as a grant.

Grant Summary - July 27, 2026

Active Projects	Year	TPC	Grant Source	Funds Received	Local Match	Project Leads Support Staff	Notes
Land Conservation - Clean Up							
Kachemak Sponge Peatlands	FY23	\$4,388,791	NOAA Habitat Conservation KBNERRS lead/City partner	\$ 1,171,410	\$0	Julie Engebretsen	Awarded 4/1/2023; UAA accepts award Ord 23-46 Accepts Sub-Grant Award 26.5 acres acquired March 2026 Under contract with KPB for 5 parcels
Bridge Creek Watershed	FY24	\$1,500,000	NOAA Habitat Conservation City lead	\$1,500,000	\$0	Julie Engebretsen	Applied 8/2024 - Reso 24-077 Awarded 10/2025 - Ord 25-62 weather station installation in fall actively negotiatin 160 land acre acquisition
HERC HazMat Assessment/Cleanup	FY25		AK DEC Brownfields Assessment & Cleanup (DBAC) Program	Services only	\$0	Julie Engebretsen Jenny Carroll	Applic submitted 2/2024; HazMat Assessment complete; Draft Analysis of Cleanup Alternatives (ABCA) complete; Public Comment Period April-May 2026; City Council selects ABCA Clean Up Alternative #3 Reso 26-039
Transportation Infrastructure							
Homer All-Ages & Abilities Pedestrian Pathway (HAPP)	FY23	\$3,875,500	Sate of Alaska Transportation Alternatives Program (TAP)	\$3,486,787	\$388,713 Secured (HART)	Jenny Carroll Dan Kort Julie Engebretsen	Applied 2/2023 - Reso 23-011 Award announced 4/2024 ADOT site visit for scope/cost est 10/2025; scope likely only Main St South MOA for project pending
Non-motorized Transportation Planning, Design & Permitting (BUILD grant)	FY25	\$2,050,000	Federal FY25 BUILD Planning Grant	\$2,050,000	\$0	Jenny Carroll Dan Kort Julie Engebretsen	Kickoff meeting with FHWA Jan 20, 2026 Fall 2026 - Likely engagement of project activities Obligation deadline Sept 30, 2029 Expenditure Deadline Sept 30, 2034
Float System 4 Replacement		~\$17,053,846					
	FY24		Denali Commission	\$1,100,000	\$1,105,000	Bryan Hawkins Leon Galbraith	Applied 4/2024 Accepted 3/2025 - Ord 25-17(S) Match secured - Port & Harbor funds
	FY26		FY26 Appropriation - MARAD Port Infrastructure Development Program (PIDP)	\$250,000	\$0	Jenny Carroll Bryan Hawkins	Grant negotiation & obligaton underway
	FY25		PIDP	\$11,240,000	\$4,473,856 pending	Jenny Carroll Bryan Hawkins	Applied 9/2025 - Reso 25-080 Award announced 4/27/2025 Grant obligation work underway Bond or loan for match pending
	FY27		FY26 Appropriation - MARAD Port Infrastructure Development Program (PIDP)	\$200,000	\$0	Jenny Carroll	PENDING. Forwarded by Senator Murkowski to Transportation Appropriations Subcommittee

Grant Summary - July 27, 2026

Active Projects	Year	TPC	Grant Source	Funds Received	Local Match	Project Leads Support Staff	Notes
Water/Sewer Infrastructure							
Raw Water Transmission Main	FY21	\$2,229,333	FEMA Hazard Mitigation Grant Program	\$2,229,333	\$0	Dan Kort Leon Galbraith	Submitted 1/30/2020 Obligated 11/2023 - Ords 23-58, 23-59 & 25-14; Ground breaking 4/2026; Construction/FOL completion 07/2026
A-Frame Water Transmission Main	FY26		AK DEC Clean Water Revolving Loan Fund	\$1,331,882.00	\$0	Dan Kort	Applied 9/2025 - Reso 25-007 100% principal forgiveness on loan Accepted Principal Forgiveness Subsidy Ord 26-02 Jan 27, 2026 Design work underway
	FY26		FY26 Appropriation - EPA Clean Drinking Water	\$937,868.00	\$250,100	Dan Kort Jenny Carroll	Award announced 1/2026; Match from ADEC funds Kick-off meeting July 17, 2026 Grant obligation work pending
IT - Communications							
Cybersecurity Grant	FY23	\$328,934	AK Division of Homeland Security	\$328,934	\$0	Bill Jirsa	Award accepted Ord 24-58; Project 1 of 3 complete. 2 RFPs pending.
Facilities							
Public Library Security Grille	FY26		Rasmuson Foundation	\$19,000	\$0	Dave Berry	Award accepted Ord 25-65 Work to be performed early August 2026
ADA Benches on Harbor Walking Path	CY2024	\$4,613	Kenai Peninsula Borough Commercial Passenger Vessel Tax	\$4,613	\$0	Port & Harbor staff	Award accepted Ord 25-41(A)
Applications Submitted - Award Announcement Pending	Year	Program	Activity Supported	Funds Requested	Local Match	Project Leads Support Staff	Notes
FY27 State Legislative Designated Grant	2026	Commercial Passenger Vessel Tax Fund	TBD; potentially repairs to the Deep Water Dock Mooring Dolphin	Funds Awarded: \$125,000	\$0	Bryan Hawkins Matt Clarke	Project to be identified and award negotiated
Division of Homeland Security and Emergency Management	2026	State Homeland Security Program	Homer Harbor Security Cameras Ramps 1-5	\$300,000.00	\$0	Matt Clarke	Applied 7/13/2026
			HVFD Turn Out Ensembles	\$33,696.00	\$0	Dan Jager	Applied 7/13/2026
			HPD Security Fencing	\$40,676.00	\$0	Michael Scanlon	Applied 7/13/2026
US Department of Interior	2026	Wildland Urban Interface Fire Response	Slip-On Tanker Unit	TBD	\$0	Dan Jager	Applied 3/2026; Anticipated award announcement between May and Sept 2026



City of Homer

www.cityofhomer-ak.gov

Administration

491 East Pioneer Avenue
Homer, Alaska 99603

(p) 907-235-8121 x2222

(f) 907-235-3148

June 30, 2026

The Honorable Representative Louise Stutz
State Capitol, Room 216
Juneau, AK 99801

Submitted electronically

Re: City of Homer Comments on OMB Proposed Rule, Regulation for Federal Financial Assistance, 91 Fed. Reg. 32198 (May 29, 2026)

Dear Representative Stutz,

I am writing on behalf of the City of Homer regarding proposed changes to federal grant management rules that you may not yet be aware of, and that could significantly affect projects we work on together with the State and with federal agencies. The Office of Management and Budget has proposed significant revisions to the Uniform Guidance (2 C.F.R. Part 200) — the government-wide framework governing how federal grants are awarded, administered, and terminated. Because of the projects Homer undertakes with the State utilizing federal pass-through awards and formula funds (the Homer All Ages and Abilities Pedestrian Pathway/Transportation Alternative Program and Homer Spit Erosion Mitigation/PROTECT formula funds), these proposed changes would affect not just direct federal grants the City has received, but the full range of collaborative infrastructure work we do across all levels of government.

The City supports OMB's stated goals of accountability, transparency, and sound stewardship of federal funds — goals that reflect how we also operate and the policies we have long had in place to manage federal awards responsibly. At the same time, we have identified several areas where clarification or revision would strengthen implementation and better support local governments. City comments (attached) are based on [Homer City Council Resolution 26-044](#) and have been submitted to the Director of the Office of Management and Budget, as part of the official public comment period open through July 13, 2026.

Key policy concerns with the proposal include its potential impacts on local government administration, transparency, and the stability of federal-local partnerships — particularly that policy alignment becomes a condition of funding and a reason to terminate awards mid-implementation. Policies can change with administrations, subjecting multi-year and multimillion dollars projects to a high degree of risk. When implementing large infrastructure projects, we bond, enter construction contracts, dedicate right-of-way, and hire in reliance on signed awards. A termination standard untethered to recipient performance, and no appeals mechanism turns executed agreements into something that can be unwound for reasons outside our control, and condition changes take effect within 15 days, quite possibly before staff even see them.



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The proposed rule would require mandatory pre-issuance review of all discretionary awards by senior political appointees to ensure awards advance current policy priorities — and would reduce the existing merit criteria review to an advisory role, explicitly barring appointees from routinely deferring to it. For a small municipality like Homer, this is a serious concern. We invest meaningful staff time and significant resources preparing competitive grant applications based on published, defined criteria, and we rely on those criteria being the actual basis for award decisions. When merit review becomes advisory, we cannot know whether our applications will be judged on their quality and community benefit or on factors beyond our control — undermining the transparency and equal access that make the competitive grant process worth investing in and potentially diminishing the public benefits these programs were designed to deliver.

Lastly, the proposed regulations introduce heavier administrative burden through loss of fixed amount awards and subawards, additional documentation and justification when recipients use cost-reimbursement or time-and-materials contracts, and requirements to run personnel and contractor pre-payment checks through two federal systems – Do No Pay and Homeland Security’s E-verify program.

We value our strong partnership with the State of Alaska, our congressional delegation, and federal agencies in advancing essential infrastructure, public safety services, and port investments that support our district, the State and federal assets. We work collaboratively across all levels of government on complex, multi-year projects that depend on clear and predictable funding frameworks. We respectfully ask for your support in elevating these concerns and encouraging adoption of revisions that preserve predictability, transparency, and effective federal-state-local partnerships for Alaska communities.

On behalf of Homer City Council and the City Manager, thank you for your attention to this rulemaking and for your support of Alaska’s communities, House District 5 and your potential Senate District C. We welcome the opportunity to discuss our comments or provide any additional information.

Sincerely,

Jenny Carroll, Special Projects & Communications Coordinator

From: [Matt Gruening](#)
To: [Jenny Carroll](#); [Rep. Louise Stutes](#)
Cc: [Melissa Jacobsen](#); [Rachel Lord](#); [Donna Aderhold](#)
Subject: RE: Proposed OMB Rule Changes for Federal Financial Assistance
Date: Monday, July 13, 2026 4:15:02 PM

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

Hey Everyone,

Rep. Stutes also submitted public comments to OMB. There certainly is a lot of legitimate concern from non-profits and local governments in our district, and, like you, we are alarmed by many of the proposed changes. I just wanted to let you know that we are on the ball and engaging with our congressional delegation on this issue.

Sincerely,

Matthew Gruening
Chief of Staff
Office of Rep. Stutes
907-465-3271
907-209-0280

From: Matt Gruening <Matt.Gruening@akleg.gov>
Sent: Friday, July 3, 2026 10:52 AM
To: Jenny Carroll <JCarroll@ci.homer.ak.us>; Rep. Louise Stutes <Rep.Louise.Stutes@akleg.gov>
Cc: Melissa Jacobsen <MJacobsen@ci.homer.ak.us>; Rachel Lord <RachelLord@ci.homer.ak.us>; Donna Aderhold <DonnaAderhold@ci.homer.ak.us>
Subject: RE: Proposed OMB Rule Changes for Federal Financial Assistance

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

Hey Jenny,

Thank you for bringing this to our attention!

We are hearing from local governments and non-profits in our district about this as well. It certainly is concerning and we are currently engaging with our congressional delegation on this. I will be sure this gets in front of Rep. Stutes today.

Thanks again!

Sincerely,

Matthew Gruening
Chief of Staff
Office of Rep. Stutes
907-465-3271
907-209-0280

From: Jenny Carroll <JCarroll@ci.homer.ak.us>

Sent: Tuesday, June 30, 2026 3:27 PM

To: Rep. Louise Stutes <Rep.Louise.Stutes@akleg.gov>

Cc: Melissa Jacobsen <MJacobsen@ci.homer.ak.us>; Rachel Lord <RachelLord@ci.homer.ak.us>;
Donna Aderhold <DonnaAderhold@ci.homer.ak.us>

Subject: Proposed OMB Rule Changes for Federal Financial Assistance

Dear Representative Stutz,

Attached is a letter outlining key areas of concern the City of Homer has regarding the Office of Management and Budget's proposed rule changes to the Uniform Guidance (2 C.F.R. Part 200) for Federal Financial Assistance, along with the City's formal public comments submitted to OMB ahead of the July 13, 2026 comment deadline.

These proposed changes have the potential to significantly affect projects we undertake with the State and federal agencies — including those relying on pass-through awards and formula funds administered by the State of Alaska. We wanted to make you aware, if you weren't, of these proposals that have the potential to affect federal funding in your current House District 5, Senate District C and throughout the State.

Thank you,

Jenny

Jenny Carroll
Special Projects & Communications Coordinator
Public Information Officer
907-435-3101





ATTENTION

Upcoming Building Closure August 4th – 8th, 2026

Homer Public Library is getting an upgrade!

Contractors will be at the library Tuesday, August 4th through Saturday, August 8th, installing a new security grille at the front entrance. This grille will make the library's meeting room available outside library hours.



Public access is CLOSED while the building is under construction.
During this closure, the following services are still available:

- Staff will remain onsite for regular hours and are available to respond to emails and phone calls.
- Items can be checked out through the curbside pickup station. Call 907-235-3180 for more information.
- Items can be returned to the outside book drop. For oversized items and electronics, please arrange return via curbside pickup.
- WiFi remains available in the parking lot and areas around the building.

Printing and photocopying will not be available, but staff can refer you to other options. Regular library programs will be cancelled until the following week.

We look forward to reopening the building on Monday, August 10!

Normal Hours: Monday, Wednesday, Friday & Saturday 10 AM to 6 PM | Tuesday and Thursday 10 AM to 8 PM

ph: 907-235-3180 | email: circ@ci.homer.ak.us

190

<https://www.cityofhomer-ak.gov/library>

General Fund
Expenditure Report
Actuals through June 2026
100% Fiscal Year Elapsed

Current Fiscal Analysis

	FY26 ADOPTED BUDGET	FY26 YTD ACTUAL	
		\$	%
<u>Revenues</u>			
Property Taxes	\$ 5,431,570	\$ 5,986,484	110%
Sales and Use Taxes	8,374,067	8,666,739	103%
Permits and Licenses	43,463	44,087	101%
Fines and Forfeitures	3,543	2,622	74%
Use of Money	-	-	
Intergovernmental	750,919	584,067	78%
Charges for Services	513,406	512,452	100%
Other Revenues	-	120,621	
Airport	222,248	107,822	49%
Operating Transfers	1,467,157	-	0%
Total Revenues	\$ 16,806,373	\$ 16,024,894	95%
<u>Expenditures & Transfers</u>			
Administration	\$ 2,142,690	\$ 1,992,886	93%
Clerks/Council	867,737	692,321	80%
Planning	466,252	454,966	98%
Library	1,139,976	1,076,672	94%
Finance	920,718	869,610	94%
Fire	1,721,874	1,618,708	94%
Police	4,614,240	4,584,063	99%
Public Works	3,787,976	3,269,266	86%
Airport	242,066	259,589	107%
City Hall, HERC	169,827	170,935	101%
Non-Departmental	197,000	197,000	100%
Total Operating Expenditures	\$ 16,270,355	\$ 15,186,018	93%
Transfer to Other Funds			
Leave Cash Out	\$ 330,254	\$ -	0%
Other	195,764	-	0%
Total Transfer to Other Funds	\$ 526,018	\$ -	0%
Transfer to CARMA			
General Fund Fleet CARMA	\$ -	\$ -	0%
General Fund CARMA	-	-	0%
Seawall CARMA	10,000	-	0%
Total Transfer to CARMA Funds	\$ 10,000	\$ -	0%
Total Expenditures & Transfers	\$ 16,806,373	\$ 15,186,018	90%
Net Revenues Over (Under) Expenditures w/HART Roads Budget Transfer*	\$ 0	\$ 838,876	
		\$ 1,651,036	

*Based off FY26 YTD Roads Maintenance Operating Expenses (\$812,160)

Water and Sewer Fund
Expenditure Report
Actuals through June 2026
100% Fiscal Year Elapsed

Current Fiscal Analysis

	FY26 ADOPTED BUDGET	FY26 YTD ACTUAL	
		\$	%
<u>Revenues</u>			
Water Fund	\$ 2,522,112	\$ 2,499,756	99%
Sewer Fund	2,157,567	2,495,678	116%
Total Revenues	\$ 4,679,679	\$ 4,995,434	107%
<u>Expenditures & Transfers</u>			
<u>Water</u>			
Administration	\$ 367,168	\$ 367,646	100%
Treatment Plant	781,321	725,039	93%
System Testing	36,000	31,788	88%
Pump Stations	126,114	119,157	94%
Distribution System	427,867	496,914	116%
Reservoir	29,695	29,658	100%
Meters	207,883	80,135	39%
Hydrants	219,623	222,708	101%
<u>Sewer</u>			
Administration	\$ 367,360	\$ 359,615	98%
Plant Operations	914,573	783,605	86%
System Testing	18,400	9,851	54%
Lift Stations	240,124	239,759	100%
Collection System	335,476	344,139	103%
Total Operating Expenditures	\$ 4,071,603	\$ 3,810,015	94%
Transfer to Other Funds			
Leave Cash Out	\$ 25,360	\$ -	0%
GF Admin Fees	-	-	0%
Other	10,277	-	0%
Total Transfer to Other Funds	\$ 35,637	\$ -	0%
Transfers to CARMA			
Water	\$ 308,460		0%
Sewer	263,979		0%
Total Transfer to CARMA Funds	\$ 572,440	\$ -	0%
Total Expenditures & Transfers	\$ 4,679,679	\$ 3,810,015	81%
Net Revenues Over(Under) Expenditures	\$ 0	\$ 1,185,420	

Port and Harbor Fund
Expenditure Report
Actuals through June 2026
100% Fiscal Year Elapsed

Current Fiscal Analysis

	FY26	FY26 YTD	
	ADOPTED BUDGET	ACTUAL	
		\$	%
<u>Revenues</u>			
Administration	\$ 741,793	\$ 866,456	117%
Harbor	4,269,962	4,336,254	102%
Pioneer Dock	351,663	378,419	108%
Fish Dock	614,006	798,088	130%
Deep Water Dock	170,000	247,395	146%
Outfall Line	2,400	9,600	400%
Fish Grinder	8,000	9,330	117%
Load and Launch Ramp	130,000	113,177	87%
Total Revenues	\$ 6,287,824	\$ 6,758,720	107%
<u>Expenditures & Transfers</u>			
Administration	\$ 1,325,915	\$ 1,134,221	86%
Harbor	1,454,590	1,468,195	101%
Pioneer Dock	105,242	110,693	105%
Fish Dock	915,281	906,780	99%
Deep Water Dock	120,895	139,027	115%
Outfall Line	19,000	10,405	55%
Fish Grinder	47,039	34,881	74%
Parking	211,631	142,053	67%
Camping	119,070	108,326	91%
Harbor Maintenance	492,573	445,695	90%
Main Dock Maintenance	40,858	31,851	78%
Deep Water Dock Maintenance	51,358	39,616	77%
Load and Launch Ramp	118,899	120,746	102%
Total Operating Expenditures	\$ 5,022,351	\$ 4,692,489	93%
Transfer to Other Funds			
Leave Cash Out	\$ 59,849	\$ -	0%
GF Admin Fees	-	-	0%
Debt Service	-	-	0%
Other	248,498	-	0%
Total Transfer to Other Funds	\$ 308,348	\$ -	0%
Transfers to Reserves			
Harbor	\$ 957,125	\$ -	0%
Load and Launch Ramp	-	-	0%
Total Transfer to Reserves	\$ 957,125	\$ -	0%
Total Expenditures & Transfers	\$ 6,287,824	\$ 4,692,489	75%
Net Revenues Over(Under) Expenditures	\$ 0	\$ 2,066,231	



MEMORANDUM

CC-26-145

Resolution 26-052, a Resolution of the City Council of Homer, Alaska amending the City of Homer Council Operating Manual.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: July 17, 2026
From:
Through: Melissa Jacobsen, City Manager

BACKGROUND:

The City Council Operating Manual specifies that it will be reviewed annually in June. Councilmember Aderhold and City Clerk Woodruff reviewed the manual for edits and, after discussing those edits, forwarded the manual on to Chief Technology Officer Jirsa for his review. Council reviewed proposed changes on June 22nd and provided additional feedback. Finally, the City Attorney reviewed this draft and the complementary Ordinance 26-31 that amends City Code and provided suggestions.

RECOMMENDATION:

Approve the updates to the City Council Operating Manual

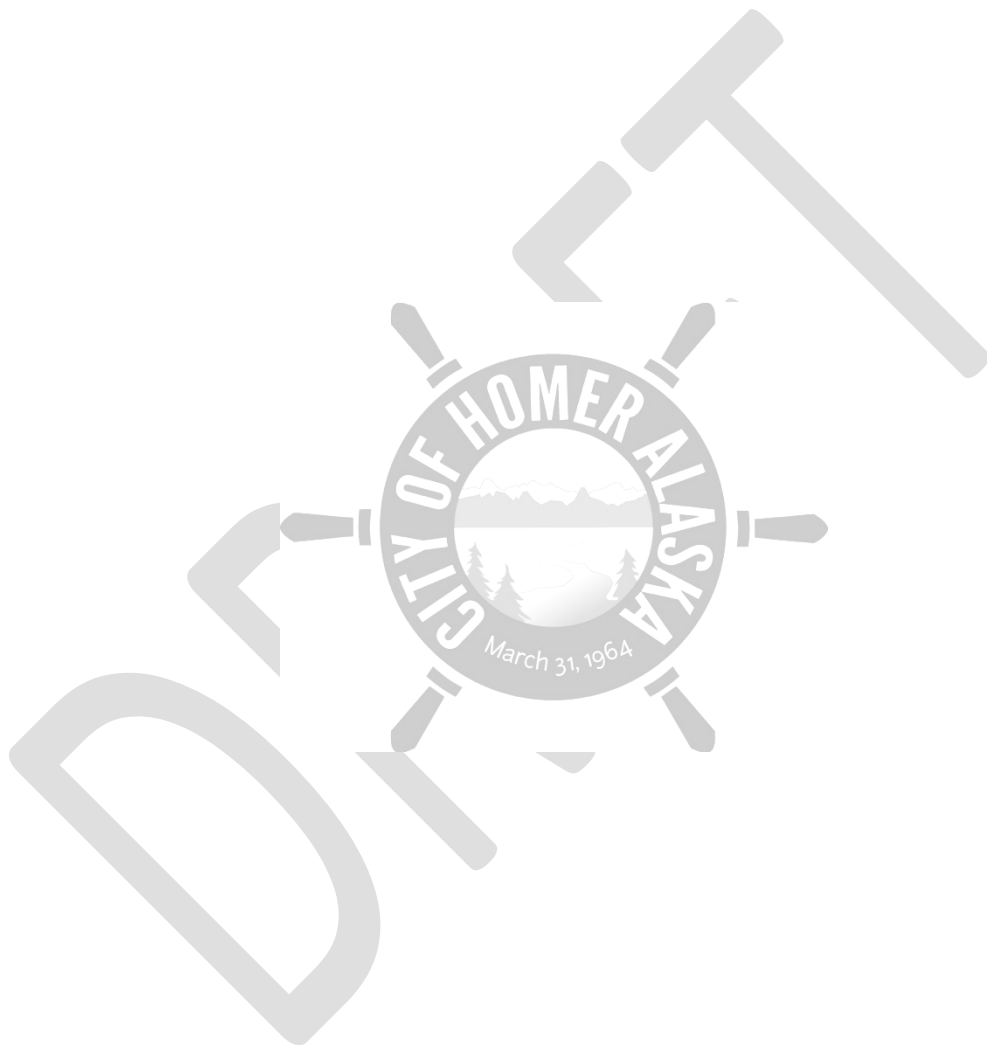
ATTACHMENTS:

Draft revisions to City Council Operating Manual



CITY COUNCIL OPERATING MANUAL

Approved by Resolution 22-070



CITY COUNCIL OPERATING MANUAL

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DRAFT



The City Council Operating Manual was approved by City Council on October 10, 1983, and has been amended regularly by resolution with the growth of the City and Council requirements. This manual is a reference point for directives not appropriately placed elsewhere, a standard operating procedure for questions most frequently asked by Council Members, and an outline and tool for orientation of new Council Members. The balance of these policies are as follows and should be reviewed and updated regularly. The manual is also useful to the public for understanding how the Council operates and what to expect from Council Members.

I. Policies of the Homer City Council

General Statements

The City of Homer is a first class general law city incorporated March 31, 1964.

Mayor and Council are elected officials. The Mayor is not a member of the Council and may vote only in the case of a tie vote.

The Mayor of the City of Homer presides over meetings of the City Council, has the power to veto action of the Council (which may be overridden with a 2/3 vote of the Council), and acts in an official capacity through the City Clerk.

The City Council is a body of six elected officials empowered by State Statute and Homer City Code to represent the citizenry in decisions on their behalf. Four members of the Council constitute a majority for quorum and voting purposes.

Alaska Statute Title 29 is the chapter that addresses municipal government. Mayor and Council Members are strongly encouraged to familiarize themselves with Title 29 and the rules that are explicit in the statute.

The City of Homer adopted a manager plan form of government. The Homer City Council appoints the Manager by a majority vote of its membership and the Manager takes direction from the Council as a whole.

Elected Officials from Homer typically take part in the Alaska Municipal League (AML) Annual Conference (December), Winter Legislative Conference (February), and Summer Legislative Conference (August). The Annual Conference is held in Anchorage and provides valuable training for newly elected officials, opportunities for city leaders to meet on a wide variety of topics important to municipalities across the state, and voting to set municipal legislative priorities. The Winter Legislative Conference, held in Juneau during the legislative session, is an important opportunity to hear from state agencies and to meet with state legislators on city priorities. The Summer Legislative Conference rotates among municipalities and discussion topics vary based on current legislative issues.

Policy Directives

- [*Council Relations with Employees & Department Heads:*](#)

The Council acts as a whole, not as individuals, when interacting with employees regarding City business.

- [*Council Relation with City Attorney*](#)

Contact with the Attorney by individual Council Members is expected to be judicious, always considering the fiscal impact. The City Attorney is hired by Council and Council works with the Attorney through the City Manager.

Legal opinions on sensitive, controversial, or potentially costly matters will be brought before the full Council for action and should be in written form whenever possible. "Legal Opinions" are defined as paper products and not intended to include advice/information provided verbally. Legal opinions will be given to all members at the same time ~~it is~~ **they are** given to the individual member.

When more than one solicited legal opinion exists on the same subject, the City Attorney's opinion overrides.

- [Statement of Mayor and Council on Behalf of the City of Homer & Use of City Letterhead](#)

Statements of the Mayor and Council on behalf of the City are based on consensus and resolve of the Council body and substantiated by official record.

Council Members should not distribute letters independently on City letterhead. Letters sent on behalf of the City Council must come before the Council for review and approval.

- [Policy on the use of Artificial Intelligence](#)

To uphold public trust and the integrity of Council decision-making, all information presented to the Council and/or City Advisory Bodies must be accurate and verifiable. Elected and appointed officials are solely responsible for the content of any materials they submit, regardless of whether artificial intelligence (AI) tools were used in their preparation. It is not acceptable to present or enter into the public record any AI-generated information that has not been verified, reviewed and determined to be accurate and appropriate for official use.

Where AI tools are used to generate content that is substantially incorporated into a document with minimal modification, elected and appointed officials shall provide appropriate disclosure of that use. This disclosure expectation does not apply to incidental uses of AI tools for editing, formatting, or limited assistance in research or drafting where the official remains the primary author of the final product. No confidential information provided to elected or appointed officials shall be entered into any AI tools at any time for any reason. (Resolution 26-031)

- [Council Member/Mayor Absences](#)

Every effort should be made to give advance notice of absences. Absences should be coordinated in order to provide the highest possible attendance at Council Meetings. Notice may be given under Council Member Comments at the end of a council meeting, or by contacting the City Clerk, Mayor, or City Manager.

- [City Council and Commission and Board Minutes](#)

It is a general consensus that the official record of proceedings, the minutes of City Council and Commission meetings, will be in the "action" format which state clearly the subject considered and the action. Points made in deliberation shall be reflected only. Individual comments of the Council, Commissions and Board are summarized under "Council Comments", "Commission Comments" or "Board Comments". Statements for the record are prefaced with a directive that the comment "is for the record." Public Comments, Public Testimony

on Public Hearing Items and Audience Comments shall reflect the subject of the comment or testimony, whether the commenter/testifier is for or against the subject of his/her comments/testimony and shall reflect, in synopsis format, any historical perspective.

- [City Council Meetings](#)

Homer City Council meets regularly on the second and fourth Monday of each month. The regular meeting schedule for City Council and Advisory Bodies is adopted annually by resolution and it has been a practice to schedule one Council meeting in the months of July, November and **and to schedule no meetings in** December. It is the policy of the City Council to avoid holding regular or special meetings on State and Federal holidays.

- [Mayor Pro Tem](#)

At the first meeting of the Council following certification of the municipal election each year, there shall be appointed a Mayor Pro Tempore (**Mayor Pro Tem**), by majority vote of Council, to act as Mayor during the Mayor's temporary absence or disability. HCC 2.08.080

The Mayor Pro Tem shall, in the absence of the Mayor, act as Mayor of the City of Homer with all duties, responsibilities and power of the Office of the Mayor for the City of Homer, including agenda deadline and review, appointments to boards and commissions, Mayoral Proclamations and Recognitions, and other duties of the Mayor.

The Mayor Pro Tem, when acting in that capacity, does not lose the privilege or duty to discuss and vote as Council Member.

In the event both the Mayor and Mayor Pro Tem are unable to preside, the most senior member will serve as the Presiding Officer and assume the duties as identified for Mayor Pro Tem.

- [Orientation of New Council Members](#)

A general orientation to municipal government, Council conduct and expectations will take place in close proximity to being sworn into office. The City Manager, City Clerk, ~~Information Technology Manager~~ **Chief Technology Officer**, and Mayor (unless newly elected) is responsible for providing orientation for newly elected officials.

- [Release of Telephone, Mailing Address and Location of City Council and ~~Commissions~~ Commissioners](#)

It is the policy of the City of Homer to release all available information on any elected **or appointed** official unless otherwise directed by the individual ~~elected~~ official.

- [Fiscal Notes](#)

Every action item on Council's Agenda is to include both negative and/or positive financial impact. If a fiscal note is not required or not applicable the action item is to be so marked. (Memorandum 90-239)

- [Political Endorsement](#)

The Homer City Council takes no position in the endorsement of any political race. Since the Mayor is not a member of the voting body and is an elected official, there is nothing to prohibit his using his title to endorse a political candidate.

- [*Political Agendas*](#)

The City Council will not take positions that adversely affect the City of Homer.

- [*Lobbying Activities*](#)

City Council annually adopts by Resolution the City's five year Capital Improvement Plan (CIP) and Legislative Priorities for the upcoming fiscal year.

When working with a contract lobbyist or lobbying on behalf of the City, the City Council will adopt resolutions or approve memorandums in support of capital projects or legislation which will direct Council's position.

When opportunities arise for Mayor and Council Members to lobby on behalf of the City, City staff and/or the contract lobbyist will prepare a schedule of meetings with legislators and other State officials to address specific matters related to Council supported capital projects or legislation. If a Council Member chooses to address non-city related legislative issues or positions, they should make separate appointments outside of and so as not to conflict with the staff/lobbyist prepared schedule.

Upon returning from travel on City business, including lobbying trips or other trips made on behalf of the City, the Council Members and Mayor will file written reports for inclusion in the next Council meeting packet under Announcements/Presentations/Reports.

- [*Amendments to the Council Operating Manual*](#)

Amendments to City Code that are adopted by Ordinance and are referenced in this manual and in the Appendices will be updated by the City Clerk and will not require approval by resolution. All other amendments to the Council Operating Manual will be approved by resolution.

II. Procedures and General Information

Robert's Rules, Homer City Code (HCC) and Alaska State Statutes (AS) govern powers and operations of the Council. Title 29 specifically deals with municipalities; however, other State Statutes can affect specific subjects of consideration. The following is a quick reference for Council Members confronted with the first exposure as an elected government official.

Bylaws

By-laws govern the procedures of the City Council and are found in HCC 2.08.040.

Attendance

Unexcused absences from three consecutive meetings is adequate basis for declaring the seat vacant. Notification of intent to be absent is the primary prerequisite to being excused.

Notification of future absences can be made at any Council meeting under Comments of the Council.

Notification of absence between meetings is accomplished by advising the Mayor, City Clerk or City Manager.

During opening remarks, the Mayor, or designated presiding officers declares the status of any absence for the record.

Council Members may state objections to absences either when authorization for an absence is required by a Council Member or declared excused by the Mayor.

Teleconference

The preferred procedure for City Council meetings is that the Mayor and all Council Members should be physically present at the designated time and location within the City for the meeting. However, physical presence may be waived and the Mayor and any member(s) may participate in a Council meeting by teleconference, subject to the procedures and limitations provided in HCC 2.08.

Mayor and Council Members may attend a maximum of three meetings telephonically during the twelve month period commencing November 1st of each year. Mayor or Council Members shall notify the City Clerk at least 5 days prior to the scheduled time for the meeting their request to participate telephonically. The City Clerk will notify the Mayor and Council Members of the request three days prior to the scheduled meeting time.

All procedures regarding telephonic participation are in HCC 2.08.100-2.08.120.

Executive Session

An executive session is an agenda item of a special or regular meeting that provides an opportunity for Council to meet privately to discuss and possibly provide direction to the City Manager and/or the City Attorney regarding sensitive and confidential issues. Alaska Statutes and Homer City Code govern matters that may be discussed in an executive session as follows:

- (1) Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the government unit;
- (2) Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
- (3) Matters which by law, municipal charter, or ordinances are required to be confidential;
- (4) Confidential records, matters involving consideration of government records that by law are not subject to public disclosure;
- (5) Attorney-client privilege;
- (6) Exemption for adjudicatory deliberations and decision-making; and
- (7) Organizational votes.

On the Council's Agenda only the Statute number and section are required to be listed as the reason for Executive Session. The issue to be discussed is to be listed in parenthesis after the reason for executive session.

This section is not applicable to quasi-judicial bodies.

A duly constituted, called meeting with a quorum present is required for consideration of an executive session motion. Vote on the motion is taken by roll call and if it passes, Council will enter into executive session.

When the executive session is complete, the Mayor will reconvene in the public meeting and Council may take action if necessary.

Any Council Member, the Mayor or City Manager may place consideration of an executive session on the agenda.

During Executive Session:

- (1) Stick to the issue
- (2) No action; limited exceptions
- (3) Decision-making in adjudicatory proceeding (quasi-judicial matters) **is only permitted in executive session when it pertains to a quasi-judicial matter**

It is imperative to remember that discussion that takes place in executive session is confidential and is not to be shared with anyone outside of executive session. **Council Members participating in Executive Session via teleconference must ensure that they have adequate privacy to prevent disclosure of confidential information.**

Conflict of Interest, Partiality, and Code of Ethics

HCC 1.18.010 explains that the proper functioning of democratic government requires ethical behavior by public officials. Ethics involves the commitment to take individual responsibility in creating a government that has the trust and respect of its citizens. The purpose of HCC 1.18 is to set reasonable standards of conduct for City officials and the City Manager so that the public may be assured that its trust in such persons is well placed and that City officials and the City Manager themselves are aware of the standards of conduct demanded.

However, recognizing that Homer is a small community, with a limited number of people interested in serving as community leaders, it is not the intent of HCC 1.18 to set unreasonable barriers that will serve only to deter aspirants from public service.

Mayor and Council Members must familiarize themselves with HCC 1.18 to understand when Council business may present a conflict and the process for addressing conflict of interest.

At the meeting after the Mayor announces the business item and before a motion or discussion takes place the Council Member announces they have a conflict of interest and states the conflict and the Mayor will make a ruling on the conflict. The Mayor's ruling may be overridden by a majority of the Council. A Council Member may move to disqualify another member if they do not disqualify themselves.

If a Council Member is determined to have a conflict of interest, they must leave the dais and return upon completion of the business item.

Key Steps are:

- 1) notification of substantial financial interest which then leads to
- 2) Mayor or Presiding Officer determination of whether financial interest is substantial.

All procedures regarding conflict of interest and code of ethics are in HCC Chapter 1.18 Conflicts of Interest, Partiality.

Council Vacancy

Alaska Statute 29.20.180 and HCC 2.08.050 delegate responsibility for the appointment to a vacated Council seat exclusively to the City Council. Upon the Council's acceptance of a vacancy the City Clerk shall prepare an advertisement soliciting applications for candidates for appointment to the vacated seat to be submitted within a time certain. Applications, which are a public record, shall be submitted on a form approved by Council who shall schedule interviews of the candidates. Upon conclusion of the interviews Council shall appoint in its sole discretion the candidate to fill the vacated seat. A Council Member appointed in accordance with HCC 2.08.050 shall serve until the next regular election, when a successor shall be elected to serve the balance of the term.

Public Comment/Testimony and Audience Comment Time Limits for City Council, Commission, and Board Meetings

The meeting chairperson shall note for the audience's benefit that there is a three-minute time limit each time there is a place in the agenda for public comment/testimony or audience comments. Any individual wishing to address the City Council or any of its Advisory Bodies shall adhere to a three-minute time limit. It is the responsibility of the Chair to announce under Public Comments, Public testimony on public hearing items and Audience Comments that there is a three-minute time limit. Time limits may be adjusted by two minutes up or down with the concurrence of the body in special circumstances only such as agenda content and public attendance.

Emergency Operations

The Mayor has the authority to declare an emergency as outlined in the City's Emergency Operations Plan (EOP). The EOP outlines the role of the Mayor and Council Members in the event of an emergency within the City of Homer. The Mayor and Council Members are strongly encouraged to familiarize themselves with the National Incident Management System (NIMS) and complete IS-700 NIMS: An Introduction and ICS-100 AN Introduction to ICS Training Courses available online at <http://training.fema.gov/emiweb/IS/crslist.asp>

Updates to the Council Operating Manual

The Council Operating Manual will be reviewed annually in June. Any revisions will be adopted by resolution.

III. Open Meetings Act

Alaska Statute 44.62.310 requires that all meetings of a governmental body of a public entity be open to the public, and that reasonable notice of such meetings (including regular and special meetings, work sessions, and committee meetings) must be given. This law is commonly referred to as the Open Meetings Act (OMA).

The OMA defines a meeting as a gathering of more than three members, or a majority of the members of the governing body, whichever is less. Public officials should exercise caution when engaged in discussion about municipal issues among themselves outside of a publicly noticed meeting, or on social media. This kind of discussion can be construed as violating the OMA.

As a practical matter, people talk to one another about the things they have in common, and Council Members are no exception. When members pass each other on the street or visit one another at home, it is natural that the conversation includes City business. Council Members must be careful not to commit a vote or seek another member's commitment on an issue before a topic can be discussed at a public meeting. Exchanging information, ideas, and viewpoints can be valuable, but Council Members, and all public officials, must be mindful of the provisions of the OMA.

Alaska courts have ruled strongly in favor of the OMA. Actions must be taken only at a properly noticed meeting or the actions may be subject to avoidance. It can cost cities a great deal of money to defend officials against charges of OMA violations. (~~Excerpt~~ **Adapted** from *State of Alaska Primer for City Council Members*)

IV. Agenda and Packet Deadline and Distribution Information

Tentative Agendas and Final Packet Documents

Tentative and Preliminary Agenda items deadline is 5:00 p.m. on Thursday of the week preceding Council packet week. Type of enactment, a working title, and draft documents must be submitted to the City Clerk before the deadline. Tentative agendas are posted online the following day and distributed to the Library and City Clerk's office kiosk.

All final packet materials are due no later than ~~11:00 a.m. on the Wednesday~~ **5:00 P.M. on the Tuesday** prior to the Council meeting for packet review.

Any late agenda item from a Council Member not meeting the tentative agenda deadline must have approval from the Mayor for inclusion in the packet.

Agenda and Agenda Packet

The Regular Council Meeting Agenda closes at ~~11:00 a.m., Wednesday~~ **5:00 P.M. on the Tuesday** preceding the meeting. Allowances will be made for holidays.

The City Manager, Mayor and City Clerk review the agenda at ~~11:00 a.m. on~~ **Tuesday or** Wednesday preceding the meeting.

Agenda packets are typically posted on the City's website and available for downloading to devices **tablets** on Thursdays by 5:00 p.m. but no later than 5:00 p.m. on the Friday preceding the regular meeting.

Special City Council Meeting

Special Meetings may be called and agendas established by the Mayor or four (2/3) City Council Members. Adequate notice must be given to provide for materials preparation and delivery of meeting notice thirty-six (36) hours prior to the meeting.

Emergency City Council Meeting

Emergency Meetings may be called by unanimous consent of a quorum of Council, four Council Members. An Emergency Meeting requires a justifiable reason, and the agenda will be limited to the emergency matter. Public notice broadcast as soon as possible and repeated at least two times prior to meeting.

Worksession

A worksession may be called at any time, including beginning at 4:00 p.m. and ending not later than 4:50 p.m. before a Regular Council Meeting, with proper notice to the public. The agenda and packet information may be handed out at the worksession depending on the nature of the session. No formal action may be taken. A worksession may be called by the Mayor or four Council Members.

Committee of the Whole

Committee of the Whole (COW) meets prior to every Regular Council Meeting beginning at 5:00 p.m. and ending not later than 5:50 p.m. COW provides a forum for Mayor and Council Members to discuss and ask questions of

City Department Heads and Division Directors regarding items noticed on the regular agenda and on the COW agenda. No official action is taken at Committee of the Whole.

V. City Council Agenda and Meeting Conduct Guidelines

Call to Order, Pledge Allegiance

Four Council Members are required for a quorum. The Pledge of Allegiance will be recited at all Special and Regular meetings.

Approval of the Agenda

The agenda may be approved by consensus of the Council. Only items on the noticed agenda may be considered. Items may be removed by unanimous consent of the Council. The Mayor will read supplemental items into the record prior to agenda approval.

Mayoral Proclamations and Recognitions

Mayoral recognitions and mayoral proclamations must be approved by the Mayor. A request must be made timely for inclusion in the City Council packet. Official action of the City Council is not taken under this agenda item.

Public Comments on Items Already on the Agenda

The public may comment for three minutes on items listed on the consent agenda or regular agenda, except for public hearing items (heard under public hearings). No prior notice is required to comment. Members of the public must state their first and last name and whether they are a city resident, for the record.

Reconsideration

Reconsideration is an opportunity to bring a motion back before Council after it has been dispensed with. A member must have voted on the prevailing side to move for reconsideration.

If a member wishes to reconsider a motion during the meeting that it was voted on, the member may be recognized by the Mayor when no other motions are pending and move for reconsideration. If the motion to reconsider passes, the motion in question is back on the floor at that time.

If the meeting at which the motion was made is over, a member has until 48 hours ~~of~~ after the decision to give notice of reconsideration to the Mayor, City Manager, or City Clerk. At the next Council meeting reconsideration will be noticed on the agenda and the member will move for reconsideration. If the motion for reconsideration passes the motion will be taken up under Pending Business, Ordinances or Resolutions - depending on the item.

Consent Agenda

Routine and non-controversial items may be included on the consent agenda and the items are approved/adopted with one motion. These items may include minutes approval, advisory body appointments, liquor and marijuana license renewals, travel authorizations, introduction of ordinances, and resolutions of a general nature. Any item on the consent agenda can be moved to the regular agenda for consideration, at the request of a Council Member.

Visitors

Visitor requests must be approved by the Mayor or City Manager. ~~To be placed in the visitor's category, an outline, letter, or other descriptive material must be provided (timely) for distribution in the City Council Packet.~~ **Any materials used during a visitor presentation must be provided to the City Clerk to be included**

in the record of the meeting. Each visitor is limited to 10 minutes. No action is taken under this item and no questions from the audience are permitted.

Announcements/Presentations/Reports

Reports may include, but are not limited to, Kenai Peninsula Borough Assembly report, Advisory Body reports, Worksession and Committee of the Whole reports, Mayor's report, and Travel reports. No action by Council will be made here, although the Council may request a matter brought to their attention in a report be placed on an agenda for a future meeting. **Each presentation or report is limited to 5 minutes.**

Public Hearings

The Mayor opens the public hearing. The public may comment for three minutes on each public hearing item. No prior notice is required to comment. The public must state their first and last name and whether they are a city resident, for the record. When public comment is complete, the Mayor will close the public hearing and open the floor to Council for action.

Ordinances

Introduction (when not on the consent agenda) and subsequent readings of ordinances. Ordinances may be placed on the agenda by the Mayor, Council Members, and City Manager.

City Manager's Report

The City Manager or his designee reports to the City Council. Questions and answers between the Council and Manager are appropriate. Official action is not taken by the Council under this agenda item.

Pending Business

Matters postponed from previous meetings are taken up under pending business, except for subsequent readings of ordinances.

New Business

Matters requiring Council action that are not resolutions or ordinances are taken up under new business.

Resolutions

Resolutions may be placed on the agenda by the Mayor, Council Members, and City Manager.

Comments of the Audience

The public may comment for three minutes on any matter. No prior notice is required to comment. Members of the public must state their first and last name and whether they are a city resident, for the record.

Comments of Attorney, Clerk, Manager, Mayor, Council

Reserved for comments of the City Attorney, City Clerk, City Manager, and Mayor. Each Council Member may comment regarding any subject whether or not **it is** on the agenda. This is an appropriate place to note or bring to the attention of the Mayor, Council and Administration any miscellaneous business or point of interest. Miscellaneous announcements, notifications of absence from future Council meetings, and requests for items to appear on the agenda, are other areas appropriately covered. Notice of reconsideration may be given at this time. No action is taken under comments.

Adjournment/Notice of Next Regular Meeting

Meetings will be concluded by or recessed by 10:00 p.m. unless Council votes to suspend the rules. The balance of any business will be held over until call of the Chair. Notice of the next regular, and/or special meeting will appear on the agenda following "adjournment".

VI. Advisory Bodies

City Council may create or abolish boards and commissions. Council shall create or abolish boards and commissions via ordinance. Council shall establish the number of members of each board or commission, their terms of office, and the purpose for which the board or commission is created via ordinance.

Appointment to Board & Commissions

Members of Boards and Commissions are appointed by the Mayor and confirmed by City Council.

Applications for appointment to boards and commissions will be on file in the City Clerk's office for those considered for appointment. The Mayor will submit a list the names of those considered to the City Council. Representation of a wide community cross-section is desirable on the commissions and boards. Replacements for vacancies may be recommended by the appropriate Commission or Board.

Board and Commission bylaws describe conditions under which where a member is subject to removal. Removal of a member must also be recommended by the Mayor and confirmed by Council.

Appointment of a City representative on a board, commission, etc., that is not advisory to the City is made by the Council.

Creating Task Forces

A City Task Force is a temporary body appointed by the City Council to study or work on a particular subject or problem. Task Forces serve only in an advisory capacity to City Council; they retain no official, independent authority and may not speak or act for the City Council.

Task Forces are created solely by City Council resolution. At a minimum, the establishing resolution shall:

- Clearly articulate the Task Force purpose, scope of work and deliverables;
- Provide a timeframe for completion. Unless otherwise stated, a Task Force will cease to exist upon completion of its charge as given by the City Council; and
- Fix an odd number of Task Force members of no less than five and no more than nine.

Additionally, City Council will consider whether it is in the best interest of the City to define requirements for serving on the Task Force such as:

- A residency requirement to ensure that **the** membership ~~on~~ **of** the Task Force is representative of people in the community (e.g., all appointees to a task force shall be residents of the City of Homer, defined as maintaining their principal place of residence within Homer City limits or own and operate a business within City limits);
- And/or any additional requirements or qualifications (e.g., professional qualifications or stakeholder group representation).

Appointment Structure

The Mayor nominates appointees to a Task Force from a list of applicants; nominees must be approved by City Council. All appointees shall serve at the pleasure of the Council and may be removed from their position by a majority of the Council at any time without cause.

Advisory Boards or Commissions may request a Task Force be formed by submitting a memorandum to City Council that includes their recommendations for the items listed above.

VI. Tablet Usage Policy

Purpose

The City of Homer recognizes that the use of digital communications has become necessary to conduct official business. This policy strives to ensure that the Mayor and Council Members can be issued a device **tablet** which will enable them to utilize digital communications in a manner consistent with their role as an elected official and applicable law.

Ownership

One tablet computer and accessory package (tablet) will be issued to the Mayor and each member of Council. Tablets issued under this policy will remain the property of the City of Homer. The Mayor and members of Council will have no ownership, interest, or right to title of the tablet.

Each recipient issued a tablet is responsible for the security and care of that tablet, regardless of where the tablet is used. **The tablet must remain free of any writing, drawing, stickers, or labels that are not property of the City. Only a clean microfiber cloth, like what is used to clean eyewear, should be used when cleaning the screen.**

All tablets will be covered by a hardware warranty and supplemental support plan through the manufacturer or a third party. The exact details of the coverage and remaining term will be outlined on the equipment receipt form.

Upon vacating elected or appointed seat, each tablet recipient will ensure that their tablet is returned to the City Clerk, who will ensure that the tablet is reimaged and will reissue the unit to **reset and prepared for** the next holder of that seat.

License Agreements

The City of Homer is the sole licensee of the software included with the tablet. Any copying, modification, merging, or distribution of the software by the recipient, including written documentation, is prohibited. The recipient is responsible for complying with any and all hardware, software and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms, or laws shall constitute a violation of this policy.

Liability

Recipients are responsible for all material sent by and/or stored on the tablet issued to them which they will knowingly and intentionally send or store/install. ~~Recipients accept responsibility for keeping their tablet free from all inappropriate or dangerous files.~~ **Recipients are responsible for using the tablet in accordance with this policy and applicable law. The City reserves the right to restrict, remove, or remediate content or use that presents a security, legal, or operational risk.**

The City of Homer is not liable for any inappropriate material sent by and/or stored on tablets issued under this policy outside of the scope of use expected by a city official.

Email Usage

~~The recipient of a device under this policy agrees to conduct all email communications which are stored on this device through their assigned City email account. All emails sent through the City's email system are archived and retained by the City in a manner consistent with the City's Record Retention Policy. Syncing personal email accounts to the issued device other than the recipient's assigned City email account is prohibited.~~

Email communications related to City business must when practicable be conducted through the recipient's assigned City email account, which the City will configure on the tablet. Emails sent or received through the City's email system are subject to retention, monitoring, and disclosure in accordance with applicable law and the City's Records Retention Policy.

City-issued tablets may not be configured to connect to personal email accounts. Use of a personal email account to conduct City business does not exempt those communications from applicable public records laws. All such communications may be subject to disclosure in accordance with law.

If City business is conducted using a personal email account, the recipient is responsible for ensuring that those communications are preserved and provided to the City in accordance with records retention requirements.

Acceptable Use

The City of Homer only authorizes use of its tablets in a manner that supports the recipient's role as an elected official of the City.

The device may only be used for limited **Limited** personal use **of the tablet is permitted as long as** that **use** does not interfere with the ability of the device **tablet** to be used for official intended purposes.

Use of the tablet for any political use **purpose** including but not limited to campaigning is expressly forbidden.

Privacy

Recipients should be aware that the technology and data used to conduct City business are the property of the City and should not be assumed to be private. The City may monitor tablets for compliance with security, operational, or legal requirements. All communications made via ~~device~~ **tablets** covered under this policy are subject to disclosure under the Open Records Act or for litigation purposes unless a privilege or exception exists that ~~justify~~ **justifies** withholding the records.

Configuration

Recipients acknowledge that City-issued tablets are subject to administrative access and control as necessary to support security, maintenance, and legal compliance. Administrative access includes applying required updates, enforcing security settings, and maintaining consistent baseline configurations. Recipients are prohibited from taking any measures to prevent the City from accessing its equipment or data.

Access to tablets must be secured with a City-approved authentication method. Where available, multifactor authentication (MFA) shall be required for access to City systems and applications.

All applications must be reviewed and approved by the Chief Technology Officer prior to installation and must be obtained from authorized sources.

Installation of applications

~~Modification of the tablet's operating system to allow installation of applications not approved by the manufacturer and/or not available through the "application store" is prohibited.~~

Applications for personal use that do not interfere with city use may be allowed by the IT Manager on a case by case basis.

Care of the Device

Recipients are responsible for the general care of the device issued under this policy. The tablet must remain free of any writing, drawing, stickers, or labels that are not property of the City. Only a clean microfiber cloth, like what is used to clean eyewear, should be used when cleaning the screen.

Loss and Damage

Recipients of tablets under this policy are encouraged to keep the ~~device~~ **tablet** safe and in good working order. If a user demonstrates extreme negligence with a ~~device~~ **tablet**, or loses a replacement ~~device~~ **tablet** within 18 months of being issued a replacement, then he or she may be financially responsible for the cost of the replacement.

Loss of or damage to a City of Homer tablet and/or accessory must be reported immediately to City staff. **Any suspected loss, compromise, unauthorized access, or data security incident involving tablets must be reported promptly to City. Timely reporting is essential to allow IT staff to assist with locating the tablet and coordinating appropriate responses to unauthorized access.**

Recipients must exercise reasonable care when connecting tablets to home or public networks and avoid using unsecured networks altogether.

Recipients must not modify, upgrade, or attempt to repair tablets and/or accessories issued under this policy without the express permission of the City of Homer ~~Information Technology Manager~~ **Chief Technology Officer**. All repairs must be made through the provided protection plan. Repairs not covered by the supplied protection plan which are determined to be caused by negligence, shall be covered by the recipient.

The Council Operating Manual has been amended by the following legislative enactments:

Reso 95-78(A)	Reso 03-81	Reso 09-116	Reso 21-017(A)
Reso 00-08	Reso 03-118(A)	Reso 13-035(A)	Reso 22-070
Reso 01-24	Reso 03-140	Reso 16-122	
Reso 01-08(S)	Reso 06-54	Reso 19-012(S)(A)	
Reso 01-61	Reso 06-115(A)	Reso 19-051	

**CITY OF HOMER
HOMER, ALASKA**

City Manager/City Clerk

RESOLUTION 26-052

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE CITY OF HOMER COUNCIL OPERATING MANUAL

WHEREAS, Homer City Council established the Council Operating Manual in 1983 and has amended the manual as needed; and

WHEREAS, the manual was reviewed in May and June of 2026 by Councilmember Aderhold, the City Clerk to ensure provisions are clear, and by the Chief Technology Officer for coherence with Information Technology best practice; and

WHEREAS, the Council reviewed the draft revisions to the Council Operating Manual and provided recommendations at their Committee of the Whole meeting on June 22, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby approves the amendments to the City Council Operating Manual.

PASSED AND ADOPTED by the Homer City Council this 27th day of July, 2026.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

AMY WOODRUFF, CITY CLERK

Fiscal Note: