Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Agenda

Tuesday, March 17, 2026

6:00 PM

Meeting ID: 897 1694 8642 Passcode: 075938

Betty J. Glick Assembly Chambers
Meeting ID: 897 1694 8642 Passcode: 075938

Assembly

Ryan Tunseth, President
Kelly Cooper, Vice President
Willy Dunne
Cindy Ecklund
Dale Eicher
Scott Griebel
Michael Hicks
Lenora Niesen
Sarge Truesdell

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

Any invocation that may be offered at the beginning of the assembly meeting shall be a chaplain from borough fire and emergency service areas. No member of the community is required to attend or participate in the invocation.

ROLL CALL

COMMITTEE REPORTS

APPROVAL OF AGENDA AND CONSENT AGENDA

(All items listed with an asterisk (*) are considered to be routine and non-controversial by the Assembly and will be approved by one motion. Public testimony will be taken. There will be no separate discussion of these items unless an Assembly Member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.)

ACTION ITEMS CURRENTLY ON CONSENT AGENDA:

KPB-7497: February 17, 2026 Regular Assembly Meeting Minutes

Resolution 2026-013: Approving an Amendment to the Nikiski Senior Citizens, Inc. FY2026 Senior Grant Program Budget

Resolution 2026-014: Authorizing a Recategorization of an Existing Full-Time Lead Operator Classified Position to a Full-Time Landfill Manager Administrative Service Position at the Homer Landfill and Approving the Job Description

Resolution 2026-012: Confirming an Appointment to a Non-Borough Board

Resolution 2026-015: Authorizing Fiscal Year 2027 Federal Legislative Priority Project to Construct a Class I Injection Well at Central Peninsula Landfill

Resolution 2026-016: A Resolution Requesting the State Legislature Amend Alaska Statutes Section 14.17.410 to Reduce Statutory Disincentives for School Closure or Consolidation Decisions

Resolution 2026-017: A Resolution Requesting the State Legislature to Hold the Determination of Full and True Value of the Taxable Real and Personal Property Under Alaska Statutes Section 14.17.510 to the FY26 Determination for Three Years

Statutes Section 14.17.510, Regarding Full and True Value of Taxable Property, to the Fiscal Year 2026 Determination for Three Years

Ordinance 2025-19-29: Appropriating Funds from the Nikiski Senior Service Area Fund Balance for Personnel Costs in FY2026

Ordinance 2025-19-30: Appropriating Insurance Proceeds and Additional Local Funds for Structural Repairs at Kenai Central High School Vocational Building

Ordinance 2025-19-28: Appropriating $100,000 in Supplemental Funding from the General Fund to Replace Seward High School's Gym Floor

Ordinance 2025-19-31: Appropriating Funds from the General Fund for Skyview School Boiler Replacement

Ordinance 2025-19-32: Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Bear Creek Fire Service Area

Ordinance 2025-19-33: Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Nikiski Fire Service Area (Mayor)

Ordinance 2026-10: Authorizing the Lease of a Material Site Owned by the Kenai Peninsula Borough by Competitive Lease Offering Through Sealed Bid Procedures

Ordinance 2026-09: Amending Borough Code, KPB 2.58.058 and KPB 4.30.060, Relating to Dual Service Prohibitions and Incompatibility of Offices

Ordinance 2026-11: Amending Borough Code Sections KPB 17.10.190 and KPB 17.10.250 Regarding Casual Use of Borough Land

Ordinance 2026-12: Amending Borough Code, KPB Chapter 2.60, to Establish the Department of Public Safety Communications and Sunset the Advisory Board under KPB 2.60.040

ACTION ITEM ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:

Ordinance 2025-19-27: Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Western Emergency Service Area

Ordinance 2026-05: Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough through Tax Foreclosure Proceedings

Ordinance 2026-07: Authorizing the Kenai Peninsula Borough to Enter into a Long-Term Lease Agreement

with the City of Seward for Operation of a Public Outdoor Shooting Range
Ordinance 2026-08: Authorizing a Communications Site Lease Agreement with Chugach Electric Association, Inc., in Cooper Landing

APPROVAL OF MINUTES

***1** KPB-7497 February 17, 2026 Regular Assembly Meeting Minutes

Attachments: February 17, 2026 Regular Assembly Meeting Minutes

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE

(20 minutes total)

1. KPB-7526 Kenai Peninsula Borough School District Quarterly Report, Clayton Holland, Superintendent

Attachments: Kenai Peninsula Borough School District Quarterly Report

2. KPB-7527 Kenai Peninsula Peace Crane Garden Trails Project Update, Sarah Pyhala, President, Shimai Toshi Garden Trails, Inc.

Attachments: Kenai Peninsula Peace Crane Garden Trails, Project Update

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

(3 minutes per speaker; 20 minutes aggregate)

MAYOR'S REPORT

Mayor's Report Cover Memo

KPB-7543 Mayor's Report Cover Memo

Attachments: Mayor's Report Cover Memo

1. Assembly Requests/Responses

2. Agreements and Contracts

KPB-7544 Authorization to Award a Contract for ITB26-015 Mountain View Elementary Window Replacement

Attachments: Authorization to Award Contract

3. Other

a. KPB-7545 Revenue Expenditure Report- February 2026

Attachments: Expenditure Report February 2026 03.05.26

b. KPB-7546 Budget Revisions- January/February 2026

Attachments: Budget Revisions January February 2026 03.05.26.pdf

c. KPB-7547 Certification of the 2025 Real Property Supplemental Assessment Roll

Attachments: Certification of 2025 Real Property Supplemental Assessment Roll 03.02.26

d. KPB-7550 Litigation Status Report

Attachments: Litigation Status Report

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

(Testimony limited to 3 minutes per speaker)

Ordinances referred to Finance Committee

1. 2025-19-27 An Ordinance Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Western Emergency Service Area (Mayor)

Attachments: Ordinance 2025-19-27

Memo

Ordinances referred to Lands Committee

2. 2026-05 An Ordinance Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough Through Tax Foreclosure Proceedings (Mayor)

Attachments: Ordinance 2026-05

Amendment Memo

Memo

Vicinity Map

Exhibit A - Retention Parcels

Exhibit B - Sale Parcels

3. 2026-07 An Ordinance Authorizing the Kenai Peninsula Borough to Enter Into a Long-Term Lease Agreement with the City of Seward for Operation of a Public Outdoor Shooting Range (Mayor)

Attachments: Ordinance 2026-07
Memo
Map
Draft Lease
City of Seward Resolution 2026-008

4. 2026-08 An Ordinance Authorizing a Communications Site Lease Agreement with Chugach Electric Association, Inc., in Cooper Landing (Mayor)

Attachments: Ordinance 2026-08
Memo
Map
Draft Lease

Ordinances referred to Policies and Procedures Committee

5. 2026-04 An Ordinance Amending KPB 2.56.030 to Adopt the 2045 Homer Comprehensive Plan as the Official Comprehensive Plan for that Portion of the Borough within the Boundaries of the City of Homer (Mayor)

Attachments: Ordinance 2026-04
Memo
Homer Comprehensive Plan 2045

6. 2026-06 An Ordinance Amending Borough Code Section 17.10.100(F) Regarding Methods of Disposition (Mayor)

Attachments: Ordinance 2026-06
Memo

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

Resolutions referred to Finance Committee

***a.** 2026-013 A Resolution Approving an Amendment to the Nikiski Senior Citizens, Inc. FY2026 Senior Grant Program Budget (Mayor)

Attachments: Resolution 2026-013

Memo

Resolutions referred to Policies and Procedures Committee

***b.** 2026-014 A Resolution Authorizing a Recategorization of an Existing Full-Time Lead Operator Classified Position to a Full-Time Landfill Manager Administrative Service Position at the Homer Landfill and Approving the Job Description (Mayor)

Attachments: Resolution 2026-014

Memo

Landfill Manager Homer Job Description

Landfill Manager Homer ADDENDUM

***c.** 2026-012 A Resolution Confirming an Appointment to a Non-Borough Board (Tunseth)

Attachments: Resolution 2026-012

Appointment Request

Resolutions referred to Legislative Committee

***d.** 2026-015 A Resolution Authorizing Fiscal Year 2027 Federal Legislative Priority Project to Construction of a Class I Injection Well at Central Peninsula Landfill (Mayor)

Attachments: Resolution 2026-015

Memo

***e.** 2026-016 A Resolution Requesting the State Legislature Amend Alaska Statutes Section 14.17.410 to Reduce Statutory Disincentives for School Closure or Consolidation Decisions (Mayor)

Attachments: Resolution 2026-016

Memo

***f.** 2026-017 A Resolution Requesting the State Legislature to Hold the Determination of Full and True Value of the Taxable Real and Personal Property Under Alaska Statutes Section 14.17.510 to the FY26 Determination for Three Years (Mayor)

Attachments: Resolution 2026-017
Memo

2. Ordinances for Introduction

Ordinances for Introduction and referred to Finance Committee

***a.** 2025-19-29 An Ordinance Appropriating Funds from the Nikiski Senior Citizens Service Area Fund Balance for Additional Personnel Costs for FY2026 (Mayor) (Hearing on 04/07/26)

Attachments: Ordinance 2025-19-29
Memo

***b.** 2025-19-30 An Ordinance Appropriating Insurance Proceeds and Additional Local Funds for Structural Repairs at Kenai Central High School Vocational Building (Mayor) (Hearing on 04/07/26)

Attachments: Ordinance 2025-19-30
Memo

***c.** 2025-19-28 An Ordinance Appropriating $100,000 in Supplemental Funds from the General Fund to Replace Seward High School's Gym Floor (Mayor) (Hearing on 04/07/26)

Attachments: Ordinance 2025-19-28
Memo
Reference Copy O2025-19-04

***d.** 2025-19-31 An Ordinance Appropriating Funds from the General Fund for Skyview School Boiler Replacements (Mayor) (Hearing on 04/07/26)

Attachments: Ordinance 2025-19-31
Memo

***e.** 2025-19-32 An Ordinance Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Bear Creek Fire Service Area (Mayor) (Hearing on 04/07/26)

Attachments: Ordinance 2025-19-32
Memo

***f.** 2025-19-33 An Ordinance Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Nikiski Fire Service Area (Mayor) (Hearing on 04/07/26)

Attachments: Ordinance 2025-19-33

Memo

Ordinances for Introduction and referred to the Lands Committee

***g.** 2026-10 An Ordinance Authorizing the Lease of a Material Site Owned by the Kenai Peninsula Borough by Competitive Lease Offering Through Sealed Bid Procedures (Mayor) (Hearing on 04/07/26)

Attachments: Ordinance 2026-10

Memo

Map

Draft Lease

Reference Copy R95-003

Ordinances for Introduction and referred to the Policies and Procedures Committee

***h.** 2026-09 An Ordinance Amending Borough Code, KPB 2.58.058 and KPB 4.30.060, Relating to Dual Service Prohibitions and Incompatibility of Offices (Mayor) (Hearing on 04/21/26)

Attachments: Ordinance 2026-09

Memo

***i.** 2026-11 An Ordinance Amending Borough Code Sections KPB 17.10.190 and KPB 17.10.250 Regarding Casual Use of Borough Land (Mayor) (Hearing on 04/21/26)

Attachments: Ordinance 2026-11

Memo

***j.** 2026-12 An Ordinance Amending Borough Code, KPB Chapter 2.60, to Establish the Department of Public Safety Communications and Sunset the Advisory Board under KPB 2.60.040 (Mayor) (Hearing on 04/21/26)

Attachments: Ordinance 2026-12

Memo

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

ASSEMBLY COMMENTS

PENDING LEGISLATION

(This item lists legislation which will be addressed at a later date as noted.)

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. April 7, 2026 6:00 PM
Regular Assembly Meeting
Betty J. Glick Assembly Chambers
Borough Administration Building
Remote participation available through Zoom
Meeting ID: 897 1694 8642 Passcode: 075938

ADJOURNMENT

This meeting will be broadcast on KDLL-FM 91.9 (Central Peninsula), KBBI-AM 890 (South Peninsula), and KIBH FM 91.7 (East Peninsula).

The meeting will be held in the Betty J. Glick Assembly Chambers, Borough Administration Building, Soldotna, Alaska. The meeting will also be held via Zoom, or other audio or video conferencing means whenever technically feasible. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 897 1694 8642 Passcode: 0745938. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at www.kpb.us

For further information, please call the Clerk's Office at 714-2160 or toll free within the Borough at 1-800-478-4441, Ext. 2160. Visit our website at https://kpb.legistar.com/Calendar.aspx for copies of the agenda, meeting minutes, ordinances and resolutions.

Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes - Draft

Assembly

Ryan Tunseth, President
Kelly Cooper, Vice President
Willy Dunne
Cindy Ecklund
Dale Eicher
Scott Griebel
Michael Hicks
Lenora Niesen
Sarge Truesdell

Tuesday, February 17, 2026 **6:00 PM** **Betty J. Glick Assembly Chambers**
Meeting ID: 897 1694 8642 Passcode: 075938
https://yourkpb.zoom.us/j/89716948642?pwd=fEb3zpJksgh1maera2nn3XZRWIfPat.1

Meeting ID: 897 1694 8642 Passcode: 075938

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

The invocation was given by Tim Weekley, Chaplain for Central Emergency Services.

ROLL CALL

Present: 8 - Ryan Tunseth, Kelly Cooper, Cindy Ecklund, Willy Dunne, Dale Eicher, Lenora Niesen, Michael Hicks, and Scott Griebel

Excused: 1 - Sarge Truesdell

Also present were:

Peter A. Micciche, Borough Mayor
Brandi Harbaugh, Finance Director
Sean Kelley, Borough Attorney
Michele Turner, Borough Clerk
Sue Ellen Essert, Deputy Borough Clerk

COMMITTEE REPORTS

Assembly Member Niesen stated the Finance Committee met and discussed its agenda items.
[8 Present: Cooper, Dunne, Ecklund, Eicher, Griebel, Hicks, Niesen, Tunseth]
[1 Absent: Truesdell]

Assembly Member Ecklund stated the Lands Committee met and discussed its agenda items.
[8 Present: Cooper, Dunne, Ecklund, Eicher, Griebel, Hicks, Niesen, Tunseth]
[1 Absent: Truesdell]
Assembly Member Griebel stated the Policies and Procedures Committee met and discussed its agenda items.
[8 Present: Cooper, Dunne, Ecklund, Eicher, Griebel, Hicks, Niesen, Tunseth]
[1 Absent: Truesdell]

APPROVAL OF AGENDA AND CONSENT AGENDA

Cooper moved to approve the agenda and consent agenda.

Copies have been made available to the public, Borough Clerk Michele Turner noted by title only the resolutions, ordinances and other new business items that were on the consent agenda.

KPB-7461 February 3, 2026 Regular Assembly Meeting Minutes

approved

KPB-7464 A Resolution Commending the Homer High Schools Boys' Football Team - ASAA State Football Champions of the Year 2025 (Mayor, Cooper)

This Commending Resolution was adopted.

The following public hearing items met the required conditions of KPB 22.40.110 and were added to the consent agenda:

2025-19-24 An Ordinance Accepting and Appropriating Opioid Settlement Funds for the Opioid Settlement Fund Grant Program (Mayor)

[Clerk's Note: At the 02/03/26 meeting President Tunseth ruled Mr. Dunne had a conflict regarding Ordinance 2025-19-24 as he was a board member of one of the grant recipients. Mr. Dunne abstained from the discussion and vote on Ordinance 2025-19-24.]

The Budget Ordinance was enacted.

Yes: 7 - Tunseth, Cooper, Ecklund, Eicher, Niesen, Hicks, and Griebel

Excused: 1 - Truesdell

Abstain: 1 - Dunne

2025-19-25 An Ordinance Appropriating $342,000 from the School Maintenance Fund for Snow Removal and Sanding (Mayor)

This Budget Ordinance was enacted.

2026-03 An Ordinance Accepting Emergency Response Equipment from the Bear Creek Volunteer Fire & EMS, Inc. (BCV) on Behalf of Bear Creek Fire Service Area and Reconvening Used Equipment to BCV (Mayor)

This Ordinance was enacted.

2025-19-26 An Ordinance Appropriating Local Area and Tribal Consistency Funds to Fund the 25% Cost Share Requirement for the FY26 Congressionally Directed Spending Award to Construct Telecommunications Infrastructure in Turnagain Pass (Mayor)

This Budget Ordinance was enacted.

NEW BUSINESS

2026-010 A Resolution Authorizing the Issuance and Sale of General Obligation Bonds, in One or More Series, of the Kenai Peninsula Borough in an Amount Not to Exceed $31,462,085 of Bond Proceeds to Finance Costs of Certain Educational Capital Improvements in the Borough; Authorizing the Sale of Such Bonds; Fixing Certain Details of Such Bonds; Pledging the Full Faith and Credit of the Borough to the Payment Thereof; Authorizing the Sale of Such Bonds; and Providing for Related Matters (Mayor)

This Resolution was adopted.

2026-011 LAYDOWN A Resolution Authorizing a Letter of Support for the National Forest Foundation's Proposal to the Recreational Trails Program for the Construction of Wolverine Bridge (Tunseth)

[Clerk's Note: Section 1 of Resolution 2026-011 was amended to read, "That the Kenai Peninsula Borough Assembly supports the National Forest Foundation's proposal to the recreational trails program for the construction of the wolverine bridge. The Mayor, Clerk, or designee, are authorized to issue a letter of support on behalf of the Assembly for this proposal and project by or before close of business on February 18, 2026. This statement of support should not be interpreted as a commitment to or intent to provide financial support from the Kenai Peninsula Borough for this project at this time."]

This Resolution was adopted as amended.

2025-19-27 An Ordinance Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf

of Western Emergency Service Area (Mayor) (Hearing on 03/17/26)

This Ordinance was introduced and set for public hearing.

2026-05 An Ordinance Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough Through Tax Foreclosure Proceedings (Mayor) (Hearing on 03/17/26)

This Ordinance was introduced and set for public hearing.

2026-07 An Ordinance Authorizing the Kenai Peninsula Borough to Enter Into a Long-Term Lease Agreement with the City of Seward for Operation of a Public Outdoor Shooting Range (Mayor) (Hearing on 03/17/26)

This Ordinance was introduced and set for public hearing.

2026-08 An Ordinance Authorizing a Communications Site Lease Agreement with Chugach Electric Association, Inc., in Cooper Landing (Mayor) (Hearing on 03/17/26)

This Ordinance was introduced and set for public hearing.

2026-04 An Ordinance Amending KPB 2.56.030 to Adopt the 2045 Homer Comprehensive Plan as the Official Comprehensive Plan for that Portion of the Borough within the Boundaries of the City of Homer (Mayor) (Hearing on 03/17/26)

This Ordinance was introduced and set for public hearing.

2026-06 An Ordinance Amending Borough Code Section 17.10.100(F) Regarding Methods of Disposition (Mayor) (Hearing on 03/17/26)

This Ordinance was introduced and set for public hearing.

KPB-7470 Authorizing the Issuance of a Letter of Non-Objection to the Alcohol Beverage Control Board Regarding the New Outdoor Recreation Lodge License, The Notch, LLC, dba Shearwater Cove License No. 16811, Resurrection Bay

approved

KPB-7471 Authorizing the Issuance of a Letter of Non-Objection to the Alcohol Beverage Control Board Regarding the New Restaurant Eating Place, AK Props and Fins LLC, dba AK Props and Fins License No. 16847, Nikiski

approved

KPB-7472 Authorizing the Issuance of a Letter of Non-Objection to the Alcohol

Beverage Control Board Regarding the New Outdoor Recreation Lodge License with Restaurant Endorsement, Snug Harbor Outpost LLC, dba Snug Harbor Outpost License No.16866, Chisik Island

approved

KPB-7473 Petition to Vacate an irregular-shaped portion of Narrow Road as it is currently located east of Lots 14 and 15, north of the intersection with De Busk Drive, including all associated utility easements, as originally dedicated by Immanuel Subdivision No. 2, Plat KN 2025-14. Nikiski

[Clerk's Note: At its regular meeting of February 9, 2026, the Planning Commission unanimously approved the referenced petition to vacate.]

approved

KPB-7474 Confirming an Appointment to Hope/Sunrise Advisory Planning Commission (Mayor)
Scotty Smith, Seat D, Term Expires 09/30/2028

approved

Approval of the Agenda and Consent Agenda as Amended

The motion to approve the Agenda and Consent Agenda as amended carried by the following vote:

Yes: 8 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, and Griebel

Excused: 1 - Truesdell

COMMENDING RESOLUTIONS AND PROCLAMATIONS

KPB-7464 A Resolution Commending the Homer High Schools Boys' Football Team - ASAA State Football Champions of the Year 2025 (Mayor, Cooper)

[Clerk's Note: Vice President Cooper stated that herself and the Mayor was presenting the commending resolution to the Homer High Schools Boys' Football team at a later date in Homer.]

This Commending Resolution was adopted.

PRESENTATIONS WITH PRIOR NOTICE

1. KPB-7465 Alaska Small Business Development Center Overview, Clifford Cochran, Kenai Peninsula Director

[Clerk's Note: Clifford Cochran, Director, Alaska Small Business Development Center, presented a report to the Assembly.]

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Tunseth called for public comment:

Bob Harr, addressed the assembly regarding peninsula health care.
Nick Conner, addressed the assembly regarding correspondence between the Borough Attorney and his attorney.

There being no one else to speak, the public comment period was closed.

MAYOR'S REPORT

Mayor's Report Cover Memo

KPB-7475 Mayor's Report Memo

1. Assembly Requests/Responses - None

2. Agreements and Contracts

a. KPB-7476 Authorization to Award a Contract for RFP26-009 2026 Tax Foreclosure Land Sales Marketing & Auction Services

3. Other

a. KPB-7477 Investment Report quarter ended December 31, 2025

b. KPB-7478 Capital Project Reports- December 31, 2025

ITEMS NOT COMPLETED FROM PRIOR AGENDA - NONE

PUBLIC HEARINGS ON ORDINANCES

2026-02 An Ordinance Amending Title 4, Elections, to Update Election Worker Compensation, the Candidate Filing Period, add a New Candidate Withdrawal Period and Extend the Terms of Office for Current Elected Officials to Align with a November Election Date (Eicher, Niesen and Tunseth at the request of the Borough Clerk)

Griebel moved to enact Ordinance 2026-02.

President Tunseth called for public comment with none being offered.

Assembly Members Ecklund, Hicks and Tunseth spoke in support of Ordinance 2026-02.

The motion to enact Ordinance 2026-02 carried by the following vote:

Yes: 8 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, and Griebel

Absent: 1 - Truesdell

UNFINISHED BUSINESS

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Tunseth called for public comment with none being offered.

ASSEMBLY COMMENTS

Assembly Member Dunne stated that he attended the Seldovia Recreational Service Area Board, the Resilience and Security Advisory Commission, and the Kachemak Emergency Service Area meetings. He stated he also attended the South Kenai Peninsula Hospital Service Area Board meeting, and provided a brief update. Mr. Dunne noted that he was traveling to Juneau on February 18, 2026.

Assembly Member Niesen stated that she attended the Nikiski Fire Service Area Board meeting, the Nikiski Senior Service Area Board meeting, and the Nikiski Advisory Planning Commission meeting, and provided brief updates for each. Ms. Niesen stated that she was traveling to Juneau on February 18, 2026.

Assembly Member Griebel stated that he attended the Kenai Peninsula Borough Road Service Area Board meeting on February 10, 2026, and provided a brief update.

Assembly Member Hicks expressed appreciation to Finance Director Brandi Harbaugh for her work with the service area boards with budget preparations.

Assembly Member Eicher noted that he was traveling to Juneau on February 18, 2026.

Assembly Member Ecklund stated that she attended the Eastern Peninsula Highway Emergency Service Area Board meeting on February 16, 2026, and provided a brief update. Ms. Ecklund also thanked staff for their continued hard work.

Vice President Cooper expressed appreciation to staff for their ongoing support of the Assembly.

President Tunseth stated that he was traveling to Juneau on February 18, 2026. Mr. Tunseth also expressed appreciation to staff for their hard work and thanked Mr. Cochran for his presentation.

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. March 17, 2026 6:00 PM
Regular Assembly Meeting
Betty J. Glick Assembly Chambers
Borough Administration Building
Remote participation available through Zoom
Meeting ID: 897 1694 8642 Passcode: 075938

ADJOURNMENT

With no further business to come before the assembly, President Tunseth adjourned the meeting at 7:20 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of February 17, 2026.

_____
Michele Turner, CMC, Borough Clerk

Approved by the Assembly: _____

Kenai Peninsula Borough School District

March 17, 2026

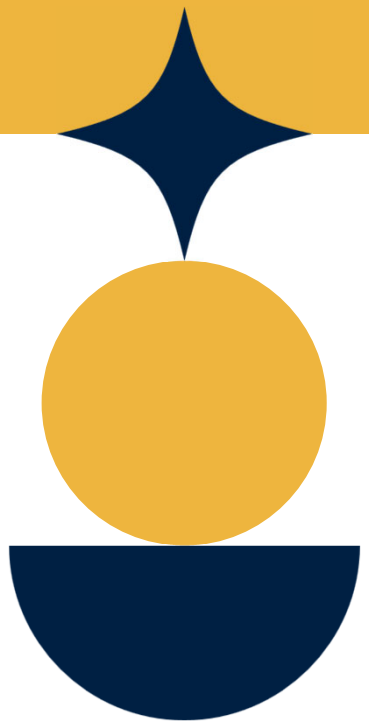
Clayton Holland,

Superintendent



KPBSD Core Values

- Community
- Perseverance
- Academic Excellence
- Integrity



KPBSD Strategic Plan

2025- 26 District Priorities

1 Student Success

- Literacy & math growth
- CTE course attainment
- College credits earned

2 Family & Community Engagement

- Strong communication
- Family involvement
- Business partnerships

3 School Climate & Safety

- Sense of belonging
- Safe, secure schools

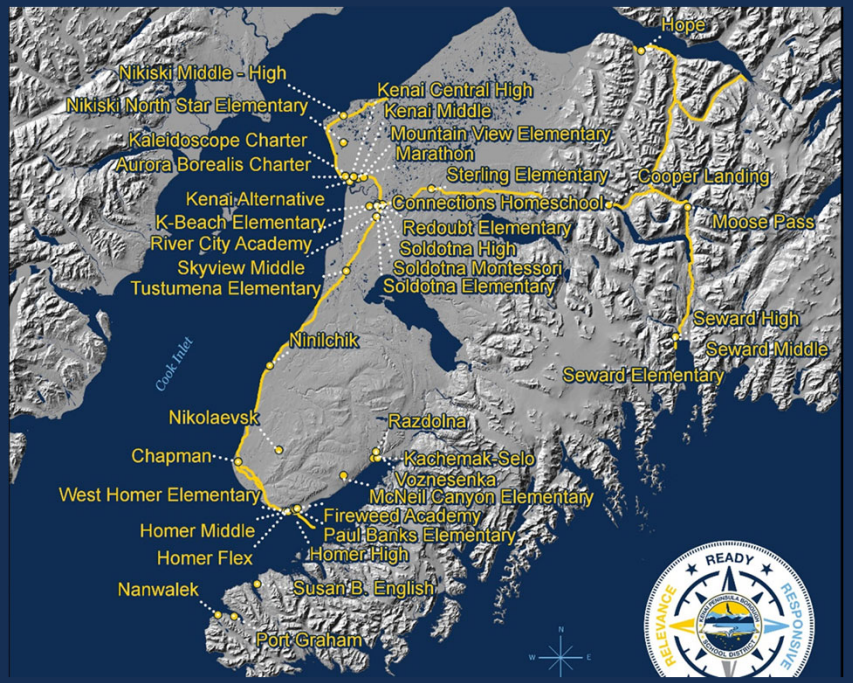
4 Workforce Development

- Onboarding improvements
- Staff retention focus

5 Organizational & Resource Management

- Align funding to goals
- Train-the-trainer PD
- Grant committee
- Capital improvement process

- 42 Schools
- 3 Different School Calendars
- The size of West Virginia
- 8383 students
- Approximately 1200 full and part time employees







KPBSD State Champion Athletics programs:

Homer Mariners Cross Country teams



KPBSD State Champion Athletics programs:
Soldotna High School and
Homer High School Football



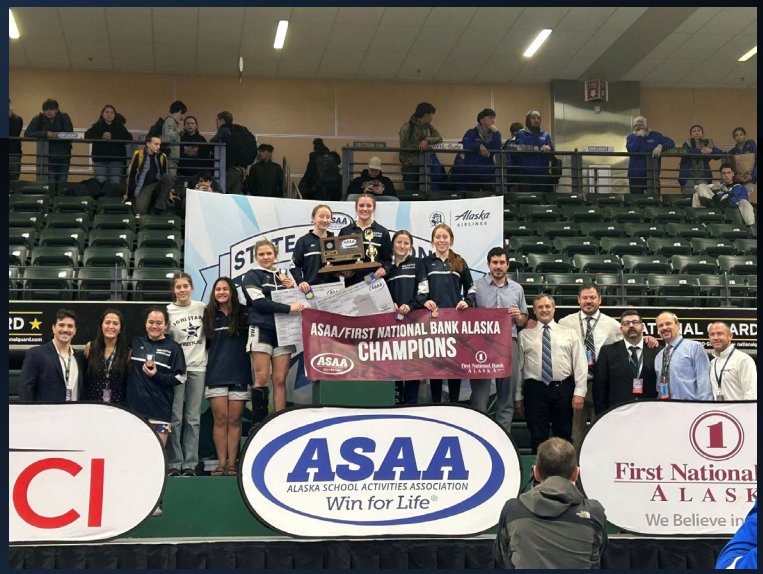
KPBSD State Championship Athletic Program: Kenai Central High School Volleyball



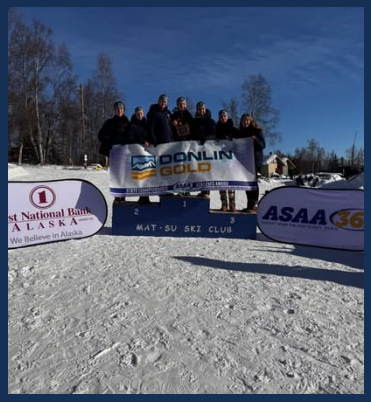


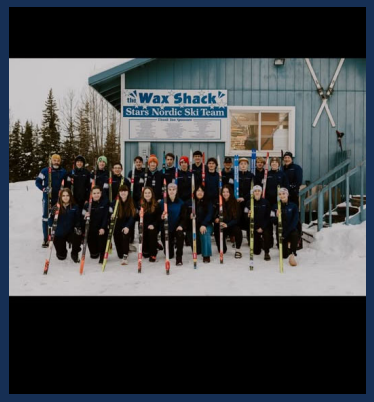


KPBSD State Champion Athletics programs: Soldotna High School Girl's Wrestling




ALASKA HIGH SCHO
STA CHAMPIONSHI


MAT-SU SKI CLUB
ASAA 36


Wax Shack
Stars Nordic Ski Team


First National Bank
ALASKA
We Believe in Alaska
ASAA 365





2024-25 State Test Scores: Reading

2024-2025 Growth represented as percentiles.

50th %ile is considered typical growth. Purple boxes show where KPBSD grew more than Alaska and/or the nation. Blue outline shows KPBSD outgrowing both.

KPBSD outperformed the State of Alaska on state testing.

Our growth data shows we are growing at a higher rate than the state average.

READING MEDIAN CGP	KPBSD	Alaska	National
3	53	46	50
4	52	45	53
5	58	50	52
6	62	50	53
7	51	49	54
8	59	53	55
9	51	45	

https://www.nwea.org/research/map-growth-national-dashboard/
https://education.alaska.gov/assessments/akstar/results#mapgrowth2425

2024-25 State Test Scores: Math

2024-2025 Growth represented as percentiles.

50th %ile is considered typical growth. Purple boxes show where KPBSD grew more than Alaska and/or the nation. Blue outline shows KPBSD outgrowing both.

MATH MEDIAN CGP	KPBSD	Alaska	National
3	62	65	51
4	53	64	53
5	67	64	52
6	56	55	50
7	57	61	51
8	53	61	51
9	50	50	

https://www.nwea.org/research/map-growth-national-das

This trend is seen in both reading AND math growth

Fall 2025 mCLASS Comparison Statistics
KPBSD's completion rate was 86%. When Connections is removed, the rate is 95%.

BOY – mCLASS®:DIBELS 8
National/Alaska user base comparison

*Yellow highlighted boxes show where Kenai is outperforming or equal to **EITHER** National or State performance.

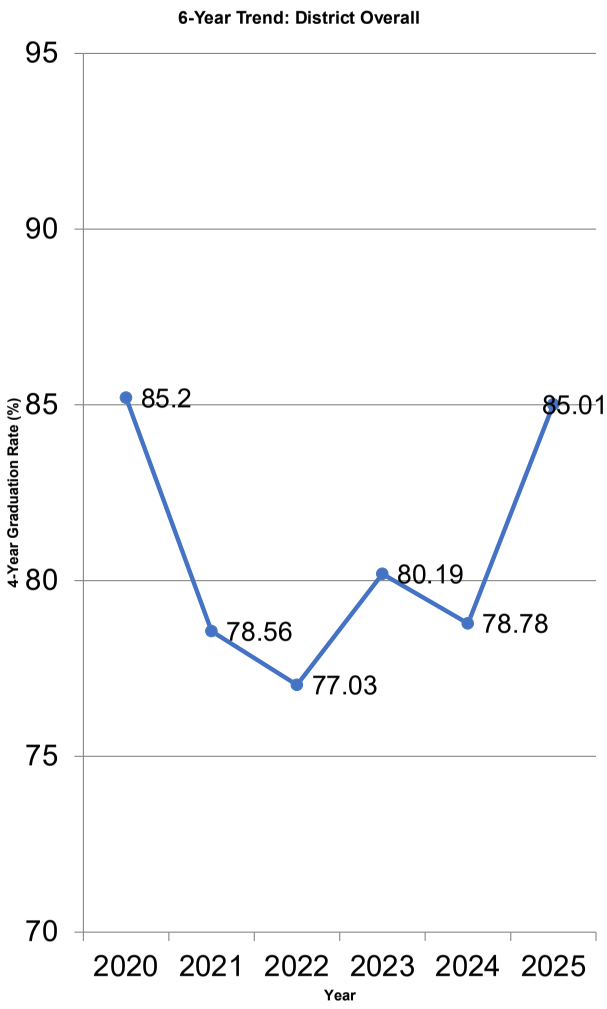
*Green highlighted boxes show where Kenai is outperforming or equal to **BOTH** National & State performance.

		Percent of Students in Each Performance Level at BOY 2025-26										
		Students at Well Below Benchmark Level			Students at Below Benchmark Level			Students at Benchmark Level			Students at Above Benchmark Level	
Grade	District	AK	National	District	AK	National	District	AK	National	District	AK	National
Grade K	59%	60%	44%	16%	17%	19%	12%	11%	16%	13%	12%	21%
Grade 1	26%	35%	30%	22%	19%	18%	31%	26%	28%	21%	20%	24%
Grade 2	31%	34%	30%	14%	14%	14%	29%	28%	29%	26%	24%	27%
Grade 3	26%	29%	26%	19%	16%	17%	28%	27%	30%	27%	28%	27%
Grade 4*	21%		22%	18%		21%	38%		41%	23%		16%
Grade 5*	31%		30%	19%		19%	27%		31%	23%		20%

For 2025-26, the national mCLASS® per grade user base ranges from 650,000 students assessed (grade 3) to 800,000 students assessed (each of grades K-2). * For grades 4-5, the number of students assessed is smaller (~400,000 per grade), and more importantly, is often a collection of a subset of students within a school (as a secondary screener) rather than all students (as a universal primary screener) as is most common with grades K-3. Thus national data should be viewed with caution in these grades.
For 2024-25, the Alaska mCLASS® per grade user base is approximately 7,000 students assessed per grade.

Six-Year Trend: Dip and Recovery **Districtwide 4-Year Graduation Rates**

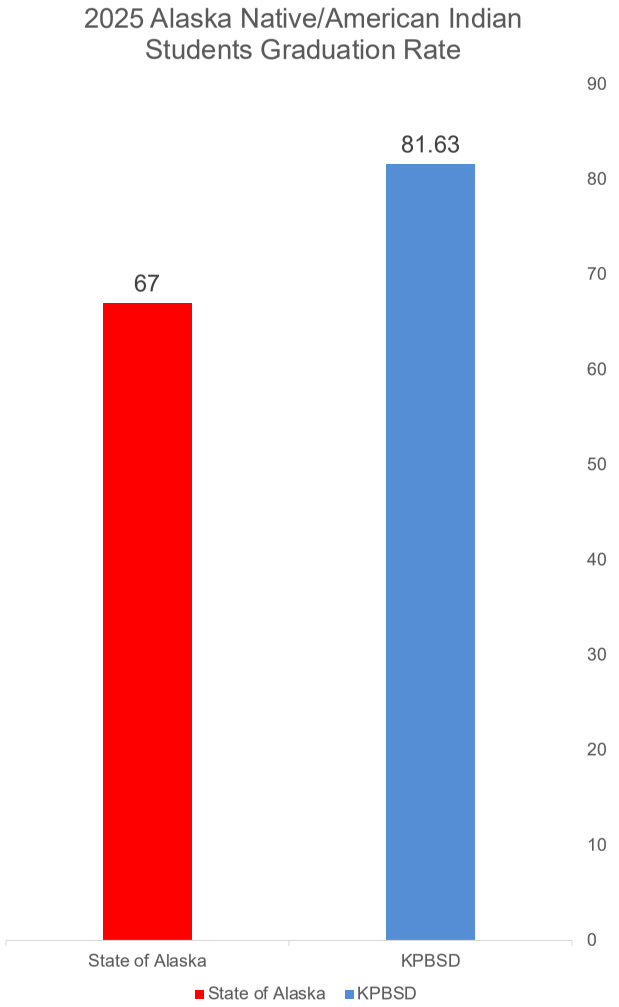
- 2020: 85.2%
- 2021: 78.56%
- 2022: 77.03%
- 2023: 80.19%
- 2024: 78.78%
- 2025: 85.01%

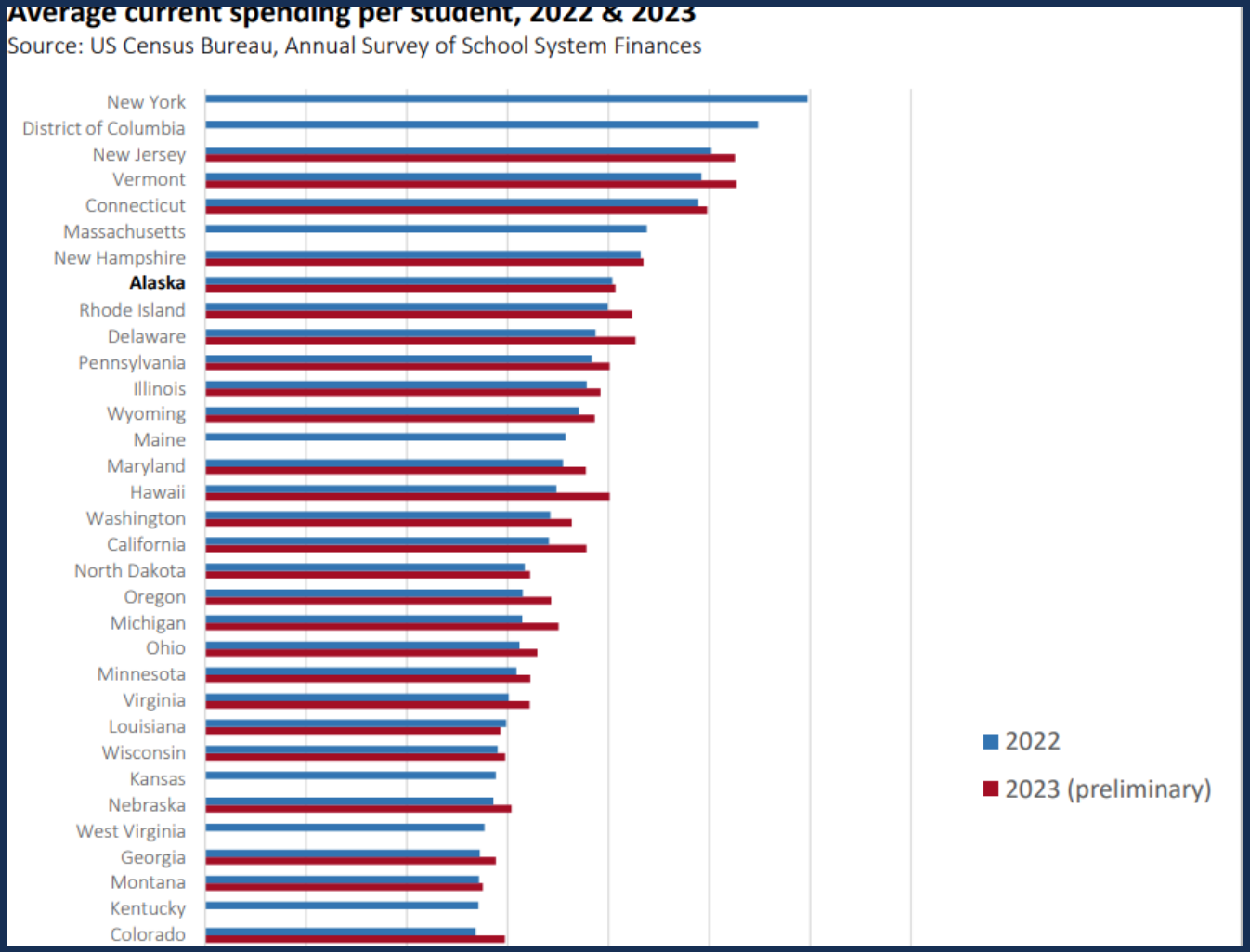


Alaska Native/American Indian Students

- **Strong Improvement Over Time**

- 2021: 61.22%
- 2025: 81.63%





Source: Berman & Defeo, How has Alaska's K-12 education spending changed? Trends from 2017-2023

Table 1

Alaska's per-pupil spending between 2017 and 2023, adjusted to state and national indices

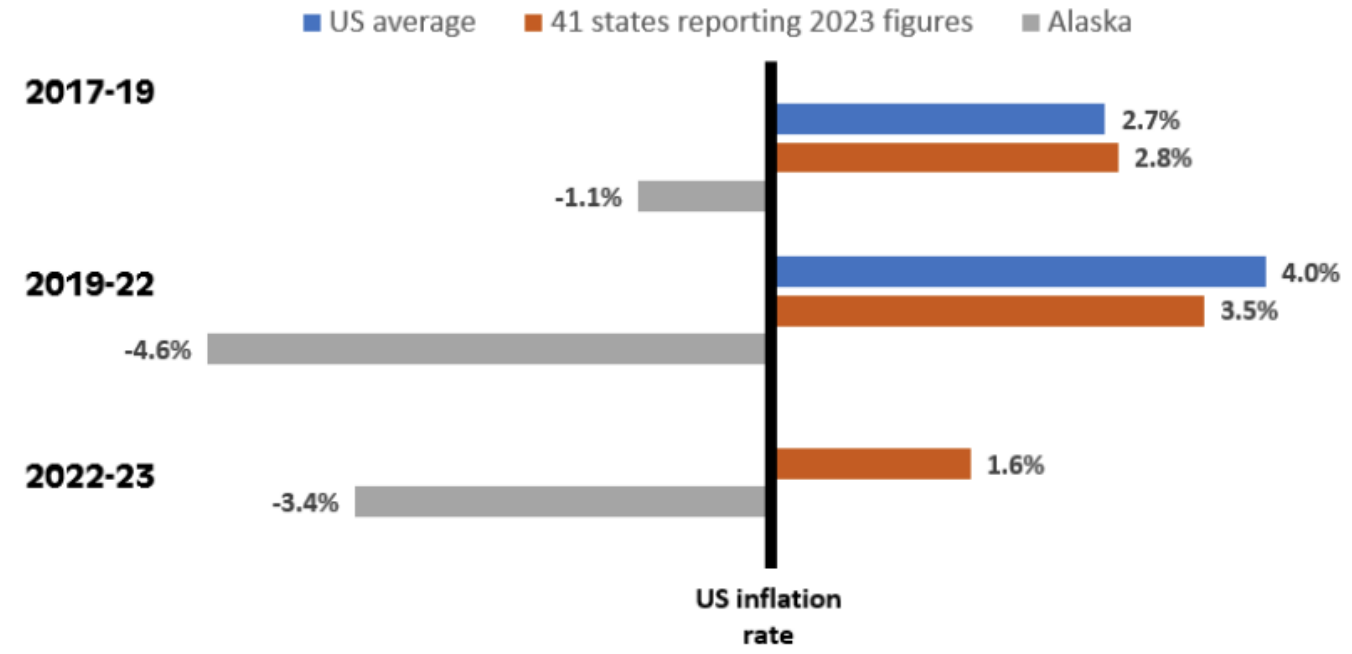
	2017	2019	2022	2023
US average	$12,201	$13,187	$15,633	
Alaska	$17,838	$18,394	$20,191	$20,340
Alaska, adjusted to Anchorage	$14,853	$15,290	$16,784	$16,893
Alaska, adjusted to US average	$11,997	$12,281	$13,247	$13,657

Within Alaska, costs differ significantly between communities, so our analysis first adjusted Alaska's education spending using the School Foundation Formula's geographic cost differential to calculate an Anchorage-adjusted average per-pupil spending. Then we applied the Council for Community and Economic Research (C2ER) cost of living index (COLI) to adjust for higher Anchorage living costs

Source: Berman & Defeo, How has Alaska's K-12 education spending changed? Trends from 2017-2023

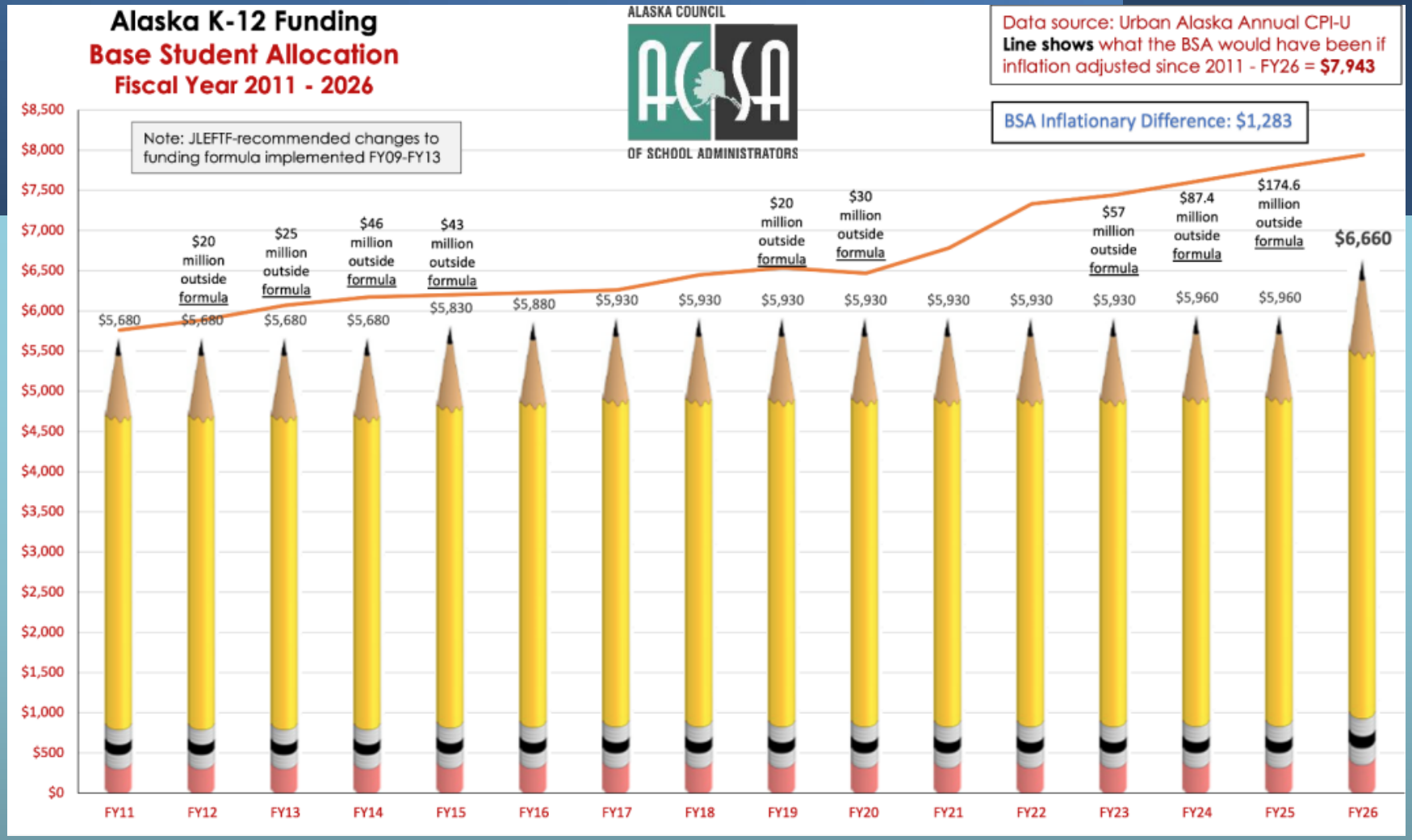
Changes in per pupil spending relative to inflation in the same time period

Source: US Census Bureau Annual Survey of School System Finances



This chart reflects changes in spending relative to inflation. Positive percentages indicate spending increased by more than inflation, and negative percentages indicate spending did not keep up with the rate of inflation. While other states, on average, invested in education at a rate higher than inflation, Alaska's per-pupil spending increases have been less than inflation in the same time period.

Source: Berman & Defeo, How has Alaska's K-12 education spending changed? Trends from 2017-2023

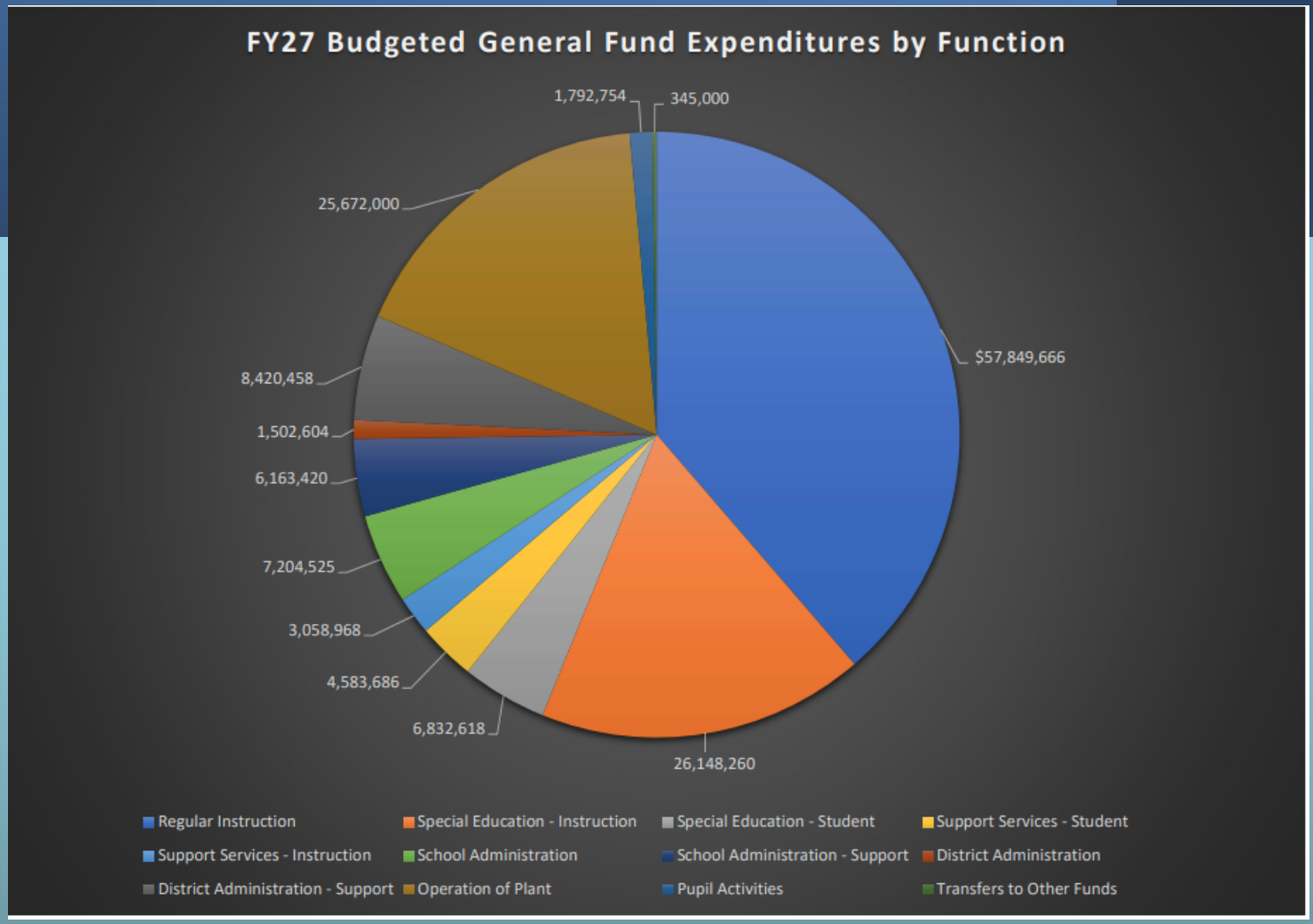

Alaska K-12 Funding
Base Student Allocation
Fiscal Year 2011 - 2026
ALASKA COUNCIL
OF SCHOOL ADMINISTRATORS
Data source: Urban Alaska Annual CPI-U
Line shows what the BSA would have been if inflation adjusted since 2011 - FY26 = $7,943
BSA Inflationary Difference: $1,283
Note: JLEFTF-recommended changes to funding formula implemented FY09-FY13
$8,500
$8,000
$7,500
$7,000
$6,500
$6,000
$5,500
$5,000
$4,500
$4,000
$3,500
$3,000
$2,500
$2,000
$1,500
$1,000
$500
$0
$5,680
$20 million outside formula
$5,680
$25 million outside formula
$5,680
$46 million outside formula
$5,680
$43 million outside formula
$5,830
$5,880
$5,930
$5,930
$20 million outside formula
$5,930
$30 million outside formula
$5,930
$5,930
$5,930
$57 million outside formula
$5,930
$87.4 million outside formula
$5,960
$174.6 million outside formula
$5,960
$6,660
FY11
FY12
FY13
FY14
FY15
FY16
FY17
FY18
FY19
FY20
FY21
FY22
FY23
FY24
FY25
FY26

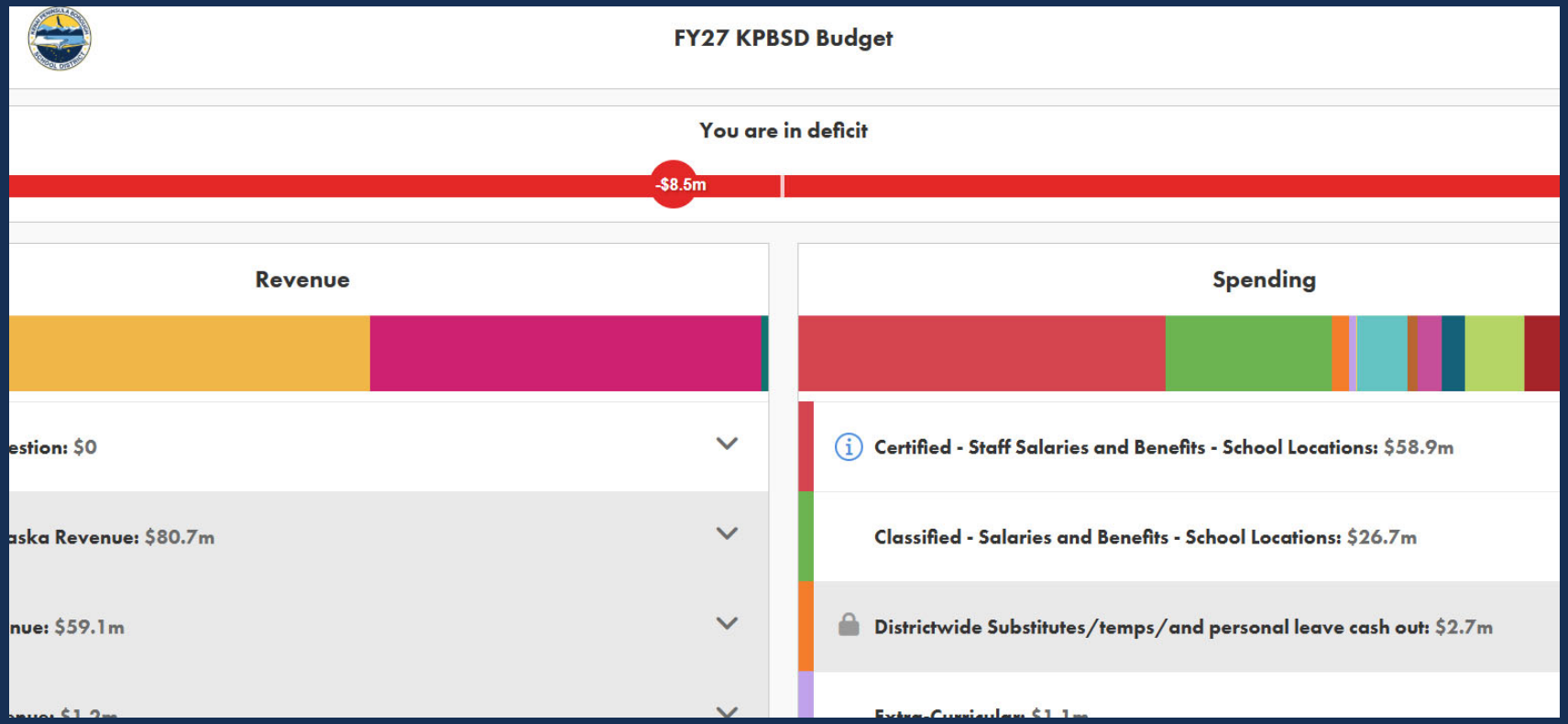
FY27 Preliminary
General Fund Budget – Revenue
State of Alaska and KPB

	FY26 Budget	FY27 Preliminary	Difference between FY26 and FY27
State Of Alaska	$76,619,898	$72,094,570	-$4,525,328
Kenai Peninsula Borough	62,359,080	59,074,865	-3,284,215
State of Alaska and KPB Revenues	$138,978,978	$131,169,435	-$7,809,543

FY27 Preliminary Revenue Budget Notes

- For FY27, the Kenai Peninsula Borough's required local contribution increased by $3.6M due to the growth in the full and true value of taxable real and personal property. This increase results in a corresponding reduction in State of Alaska Foundation funding, shifting more of the costs of education from the State to the Borough.
- For FY27, District Administration has budgeted Borough support to KPBSD at $59,074,865, based on projected Borough funding. This represents a 5.27% decrease from the actual FY26 KPB appropriation. The maximum level of support the Borough may provide to the District in FY27 is $68,685,024, resulting in an additional allowable funding capacity of $9,610,159 above the budgeted level.


FY27 Budgeted General Fund Expenditures by Function
1,792,754
345,000
25,672,000
$57,849,666
8,420,458
1,502,604
6,163,420
7,204,525
3,058,968
4,583,686
6,832,618
26,148,260
Regular Instruction
Special Education - Instruction
Special Education - Student
Support Services - Student
Support Services - Instruction
School Administration
School Administration - Support
District Administration
District Administration - Support
Operation of Plant
Pupil Activities
Transfers to Other Funds


FY27 KPBSD Budget
You are in deficit
-$8.5m
Revenue
Spending
estion: $0
aska Revenue: $80.7m
nue: $59.1m
Certified - Staff Salaries and Benefits - School Locations: $58.9m
Classified - Salaries and Benefits - School Locations: $26.7m
Districtwide Substitutes/temps/and personal leave cash out: $2.7m

KPBSD Budget Scenario with Borough Funding at the Same Level as FY26

- Elimination of Distance Education certified staff
- Elimination of middle school reading positions
- Reduction of programmatic staffing by approximately 50 percent (electives and CTE)
- Elimination of certified librarian positions districtwide
- Elimination of library aide positions
- Increased activity fees at the middle and high school level to offset stipend costs
- Closure of River City Academy
- Consolidation of Seward Middle School
- Consolidation of Sterling Elementary and Tustumena Elementary into Soldotna area schools
- Closure of district swimming pools
- Reductions in travel, operating accounts, and school site supplies
- Reductions in Student Support Services (special education) and Health Services (nursing)

Meritorious Budget Award for Excellence in budget planning and transparency

Certificate of Excellence in Financial Reporting







Thank you!

Questions?



キーナイ半島
平和鶴庭園散策路

Kenai Peninsula Peace
Crane Garden Trails

How Far We've Progressed since 2020





Chelline Larsen designed the buttresses of the gate, and Adam Hoyt fabricated them.







Welcome to the Kenai Peninsula Peace Crane Garden Trails

Enter through the Munamon Gate and Myojin Torii to leave behind the everyday and step into a space of reflection and peace. The garden trails invite you to slow down, open your heart, and connect with the natural world around you. May your time here bring calm and renewal.

Myojin Torii: Richard Hogan

Munamon Gate: David Lama, Picea Woodworks

Metal Art: Designed by Chelline Larsen, Created by Adam Hoyt

Sponsors: Rotary Club of Soldotna, Foster Construction, K&A Design Studio, Richard and Gretchen Bagley, and Tom and Stephanie Kobylarz

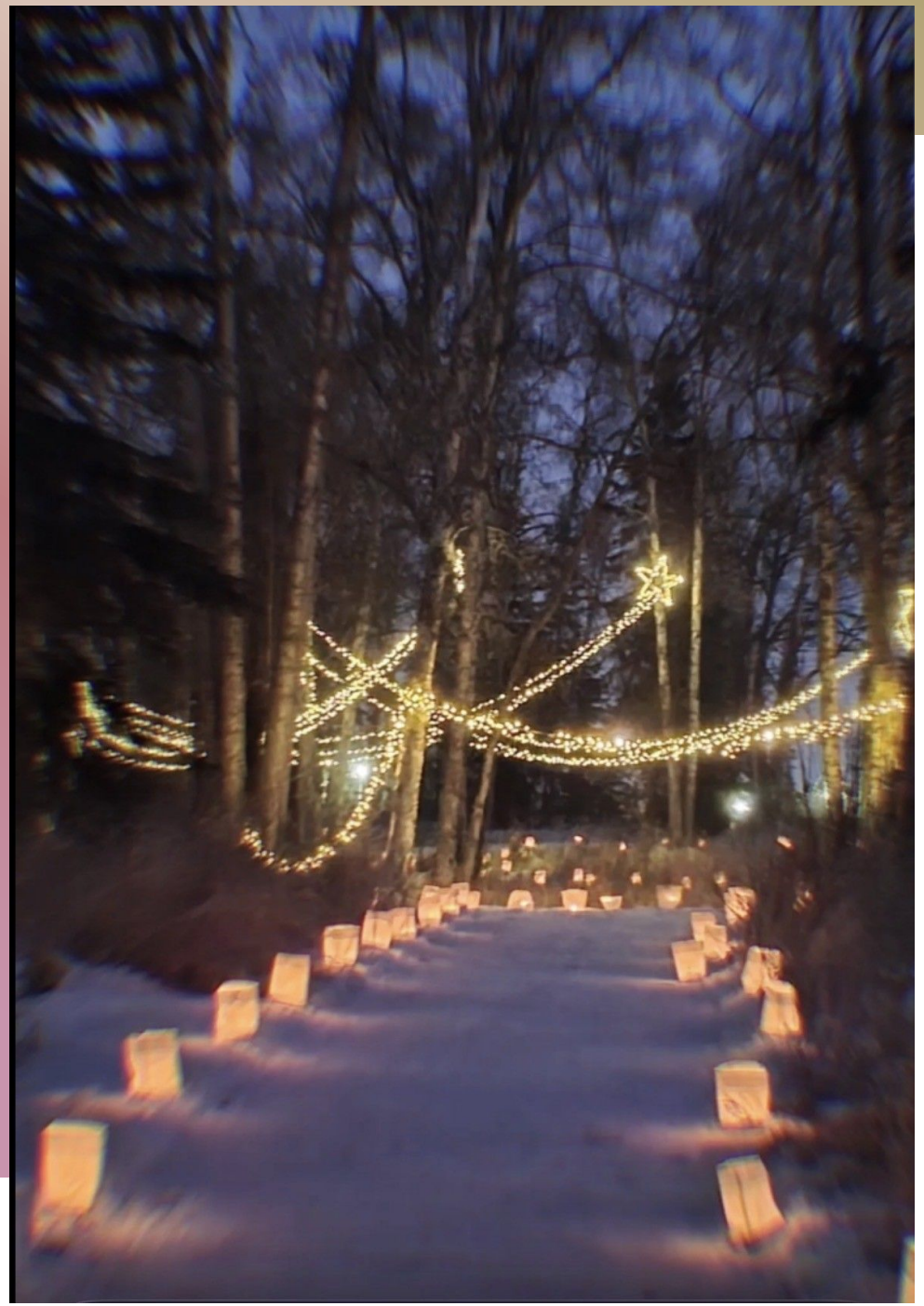
Please check out our website peacecranegarden.org, or scan the QR code for more information:



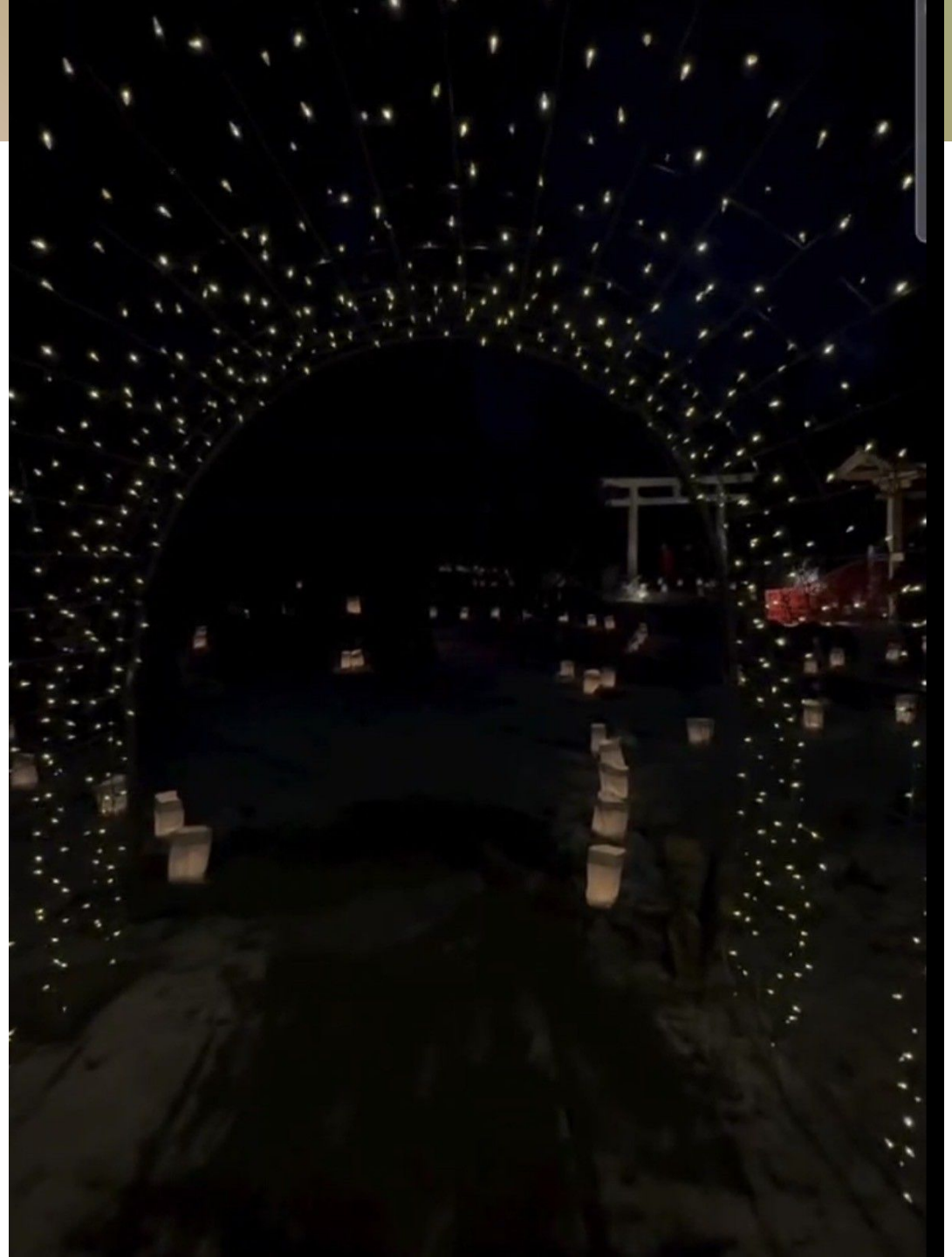





An illuminated walkway for the whole family to enjoy.
LUMINARY WALK
at the
Peace Crane Garden Trails
Illumination December 12th 5-8PM
Illumination December 13th 5-8PM
Illumination December 19th 5-8PM
Special Lantern Walk December 20th 5-8PM
Hot Cocoa & Green Tea on December 20th
PEACE GRANE GARDEN TRAILS:
475 W MARYDALE AVE (PARKING AT SOHI)
COST: FREE (DONATIONS WELCOME)
PACKED SNOW WALKWAYS,
BUT ICE IS POSSIBLE.
PLEASE USE CAUTION.
DONATE
peacecranegarden.org








Beautiful ice lanterns
by Heather Daniels

Volunteer Hours: 250 hours
(currently at over 1650 total hours)
-Rotary Club of Soldotna
-Community Members
-KPPCGT Board of Directors
-Foster Construction

Planted 300 saplings to replace beetle killed spruce.

Wildwood Vocational Education Students – will be building new benches to replace ones damaged in storms.

Additional Information:

-We will be adding another cad-cam sign from a KCHS student at the base of the entrance nearest to SoHi.
-Working with locals to hold a suicide awareness night at this year's Luminary Walk.
-New signs for keeping on trails and cleaning up after pets as follows:
A Haiku for you:
Leash laws apply here.
Remain on the gravel paths.
Clean up after pets.


DONATIONS

Board of Directors – Always recruiting for new talent

Volunteer

Donate

Get Involved

Follow us on:

Facebook @peacecranegarden
Instagram @peacecranegarden

Contact us at:

Email
cranegardentrails@outlook.com

Kenai Peninsula Borough
Office of the Borough Mayor

MAYOR'S REPORT TO THE ASSEMBLY

TO: Members, Kenai Peninsula Borough Assembly

FROM: Peter A. Micciche, Kenai Peninsula Borough Mayor

DATE: March 17, 2026

Assembly Request / Response

a. None

Agreements and Contracts

a. Authorization to Award a Contract for ITB26-015 Mountain View Elementary Window Replacement

Other

a. Revenue Expenditure Report- February 2026
b. Budget Revisions- January/February 2026
c. Certification of the 2025 Real Property Supplemental Assessment Roll

Docusign Envelope ID: EB41A24B-B56E-43E7-8370-75D0D0E1D455

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

THRU: John Hedges, Purchasing & Contracting Director JH

FROM: Carmen Vick, Maintenance Foreman CV

DATE: October 24, 2026

RE: Authorization to Award a Contract for ITB26-015 Mountain View Elementary Window Replacement

The Purchasing and Contracting Office formally solicited and received bids for the ITB26-015 Mountain View Elementary Window Replacement. Bid packets were released on January 26, 2026 and the Invitation to Bid was advertised on Bid Express from January 26 – February 12, 2026.

The project consists of providing all labor, materials and equipment to replace 20 existing windows and install blinds per the ITB specifications and plans.

On the due date of February 12, 2026, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of $134,200.00 was submitted by Build Alaska General Contracting, LLC., Homer, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 400-78050-24714-43011 ~~XXXXX~~ 43780.

Peter A. Micciche, Borough Mayor — Date: 3/4/2026

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No. 400-78050-24714-43011 ~~XXXXX~~ 43780

Amount: $134,200.00

By: CV BH Date: 2/24/2026

NOTES: NA

Docusign Envelope ID: EB41A24B-B56E-43E7-8370-75D0D0E1D455

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB26-015 MOUNTAIN VIEW ELEMENTARY WINDOW REPLACEMENT

CONTRACTOR	LOCATION	BASE BID
Build Alaska General Contracting, LLC	Homer, Alaska	$134,200.00
Arctic Constructors	Anchorage, Alaska	$138,651.00
R Squared Contracting	Wasilla, Alaska	$164,272.89
Jewel Isaac, LLC	Fairbanks, Alaska	$225,000.00

DUE DATE: February 13, 2026

KPB OFFICIAL: _____
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Finance Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members of the Kenai Peninsula Borough Assembly

THRU: Peter A. Micciche, Borough Mayor

THRU: Brandi Harbaugh, Finance Director

FROM: Tyra Rivera, Payroll Accountant

DATE: March 5, 2026

RE: Revenue-Expenditure Report – February 2026

Attached is the Revenue-Expenditure Report of the General Fund for the month of February 2026. Please note that 66.67% of the year has elapsed, 76.86% of budgeted revenues have been collected, and 64.57% of budgeted expenditures have been made.

KENAI PENINSULA BOROUGH

Revenue Report

For the Period

February 1 through February 28 2026

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	$ 35,067,976	$ 34,840,380	$ 310,789	$ (227,596)	99.35%
31200	Personal Property Tax	2,027,307	2,129,681	14,699	102,374	105.05%
31300	Oil Tax	6,491,466	6,238,314	51,350	(253,151.89)	96.10%
31400	Motor Vehicle Tax	642,580	247,366	32,270	(395,214)	38.50%
31510	Property Tax Penalty & Interest	685,597	742,043	109,490	56,446	108.23%
31610	Sales Tax	47,975,000	30,077,801	(6,221,329)	(17,897,199)	62.69%
33110	In Lieu Property Tax	3,100,000	-	-	(3,100,000)	0.00%
33117	Other Federal Revenue	177,017	22,576	-	(154,441)	12.75%
33120	Forestry Service	500,000	-	-	(500,000)	0.00%
34110	School Debt Reimbursement	1,795,380	1,144,607	-	(650,773)	63.75%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	500,000	3,596	-	(496,404)	0.72%
37350	Interest on Investments	1,574,053	2,445,082	83,760	871,029	155.34%
39000	Other Local Revenue	266,935	261,543	32,446	(5,392)	97.98%
290	Solid Waste	1,577,000	757,205	7,079	(819,795)	48.02%
Total Revenues		$ 103,385,311	$ 79,461,434	$ (5,579,445)	$ (23,923,876)	76.86%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
February 1 through February 28 2026

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	$ 637,685	$ 425,476	$ 20,274	$ 20,200	$ 192,009	66.72%
Clerk	662,847	398,151	50,509	7,318	257,378	60.07%
Elections	269,432	199,361	425	7,459	62,612	73.99%
Records Management	490,594	273,559	21,632	23,421	193,613	55.76%
Mayor Administration	1,108,209	588,890	65,995	16,274	503,046	53.14%
Purch/Contracting/Cap Proj	825,326	438,573	45,345	3,913	382,840	53.14%
Human Resources:						
Administration	894,770	545,613	60,305	2,473	346,684	60.98%
Print/Mail	260,748	153,927	14,027	21,111	85,710	59.03%
Custodial Maintenance	144,691	91,821	11,473	121	52,749	63.46%
Information Technology	2,987,004	1,778,542	198,057	30,680	1,177,782	59.54%
Emergency Management	1,082,109	605,506	76,440	51,436	425,166	55.96%
Legal Administration	1,199,030	616,921	77,225	14,277	567,832	51.45%
Finance:						
Administration	673,867	436,908	54,666	758	236,201	64.84%
Services	1,308,270	761,188	82,168	481	546,602	58.18%
Property Tax	1,256,665	732,737	68,983	52,755	471,173	58.31%
Sales Tax	1,374,048	748,697	125,627	23,335	602,016	54.49%
Assessing:						
Administration	1,747,799	1,066,696	111,242	51,380	629,723	61.03%
Appraisal	1,885,988	1,066,792	139,788	3,925	815,271	56.56%
Resource Planning:						
Administration	1,476,458	706,466	80,111	18,398	751,594	47.85%
GIS	711,288	445,408	36,053	1,137	264,742	62.62%
River Center	999,018	562,662	72,515	25,432	410,923	56.32%
Senior Citizens Grant Program	838,634	423,052	216,231	396,764	18,818	50.45%
School District	71,407,408	49,710,149	5,196,590	-	21,697,259	69.61%
Solid Waste Operations	13,407,794	6,607,128	1,142,492	2,414,852	4,385,814	49.28%
Economic Development	520,000	133,264	45,526	361,710	25,026	25.63%
Non-Departmental	3,599,500	2,656,240	107,876	10,600	932,660	73.79%
Total Expenditures	$ 111,769,182	$ 72,173,729	$ 8,121,573	$ 3,560,209	$ 36,035,243	64.57%

Kenai Peninsula Borough
Finance Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members of the Kenai Peninsula Borough Assembly

THRU: Peter A. Micciche, Borough Mayor

THRU: Brandi Harbaugh, Finance Director

FROM: Tyra Rivera, Payroll Accountant

DATE: March 5, 2026

RE: Budget Revisions – January/February 2026

Attached is a budget revision listing for January/February 2026. The attached list contains budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay). Other minor transfers were processed between object codes within major expenditure categories.

JANUARY/FEBRUARY 2026	INCREASE	DECREASE
911 DISPATCH		
Move funds for Q Plus Expert Case Review/Reporting Services.		
264-11255-00000-40110 (Regular Wages)		$45,968.00
264-11255-00000-43011 (Contractual Services)	$45,968.00	
CLERK'S OFFICE - ELECTIONS		
Move funds for election room monitor and equipment.		
100-11130-00000-43011 (Contractual Services)		$705.00
100-11130-00000-48710 (Minor Office Equipment)	$705.00	
FINANCE - PROPERTY TAX & CASH MANAGEMENT		
Move funds for the purchase of a replacement money counter.		
100-11440-00000-43932 (Litigation Reports)		$1,989.00
100-11440-00000-48710 (Minor Office Equipment)	$1,989.00	
KACHEMAK EMERGENCY SERVICES		
Move funds for the purchase of tires to meet IRS guidelines.		
212-51810-00000-42360 (Motor Vehicle Repair Supplies)		$5,823.70
212-51810-00000-48311 (Machinery and Equipment)	$5,823.70	
Move funds for the purchase of tires to meet IRS guidelines.		
212-51810-00000-42360 (Motor Vehicle Repair Supplies)		$5,823.70
212-51810-00000-48311 (Machinery and Equipment)	$5,823.70	
LEGAL DEPARTMENT		
Move funds for attorney relocation expenses.		
100-11310-00000-40110 (Regular Wages)		$2,500.00
100-11310-00000-43210 (Transport/Subsistence)	$2,500.00	
Move funds for an ergonomic chair per Risk recommendation.		
100-11310-00000-43011 (Contract Services)		$600.00
100-11310-00000-42410 (Small Tools and Minor Equipment)	$600.00	
MAYOR'S OFFICE		
Move funds for Christmas party tablecloths.		
100-11210-00000-43999 (Contingency)		$234.00
100-11210-00000-43810 (Rents and Operating Leases)	$234.00	
Move funds for FY26 iStock photo subscription.		
100-11210-00000-43920 (Dues and Subscriptions)		$348.00
100-11210-00000-43026 (Software Licensing)	$348.00	

JANUARY/FEBRUARY 2026	INCREASE	DECREASE
RISK MANAGEMENT		
Move insurance proceeds due to an increase in property claims.		
700-11236-00000-43508 (Workmen's Compensation)		$44,448.74
700-11236-00000-43999 (Work Comp Claim Reserve)		$270,000.00
700-11238-00000-43999 (Claim Reserves)		$100,000.00
700-11237-00000-43999 (Claim Reserve)	$44,448.74	
700-11237-00000-43999 (Claim Reserve)	$270,000.00	
700-11237-00000-43999 (Claim Reserve)	$100,000.00	
SELDOVIA RECREATION		
Move funds for rebar for ice rink.		
227-61210-00000-42410 (Small Tools and Minor Equipment)		$55.96
227-61210-00000-42310 (Repair/Maintenance Supplies)	$55.96	
SOLID WASTE - LANDFILL		
Move funds for FY26 CPL signs.		
290-32122-00000-42020 (Signage Supplies)		$950.00
290-32122-00000-43011 (Contractual Services)	$950.00	
SOLID WASTE - SEWARD TRANSFER		
Move funds for FY26 Seward ADEC Annual Fees.		
290-32150-00000-43011 (Contractual Services)		$975.00
290-32150-00000-49433 (Plan Reviews)	$975.00	

Kenai Peninsula Borough
Assessing Department

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

FROM: Adeena Wilcox, Borough Assessor

DATE: March 2, 2026

RE: Certification of the 2025 Real Property Supplemental Assessment Roll

The undersigned, duly qualified and appointed Borough Assessor for the Kenai Peninsula Borough, does hereby certify that the following is the total valuation contained in the 2025 Real Property Supplemental Assessment Roll as of March 1, 2026.

The total *assessed* value for the Kenai Peninsula Borough, including all properties on this assessment roll is as follows:

REAL PROPERTY	TOTAL PROPERTY
$6,091,100	$6,091,100

The total *taxable* value for the Kenai Peninsula Borough is as follows:

REAL PROPERTY	TOTAL PROPERTY
$6,091,100	$6,091,100

Adeena Wilcox, Borough Assessor

TAG 81 — **Kachemak Emergency Service Area**

	Assessed Value	Taxable Value
REAL	329,100	329,100
OIL	-	-
PERSONAL	-	-
TOTAL	329,100	329,100

TAG 11,43,53,54,55,57,58,59,61,62, 63,64,65,67,68,69,81 — **Road Service Area**

	Assessed Value	Taxable Value
REAL	6,065,100	6,065,100
OIL	-	-
PERSONAL	-	-
TOTAL	6,065,100	6,065,100

TAG 53, 55 — **Nikiski Fire Service Area**

	Assessed Value	Taxable Value
REAL	593,500	593,500
OIL	-	-
PERSONAL	-	-
TOTAL	593,500	593,500

TAG 55 — **Nikiski Senior Service Area**

	Assessed Value	Taxable Value
REAL	593,500	593,500
OIL	-	-
PERSONAL	-	-
TOTAL	593,500	593,500

TAG 53,54,55 — **North Peninsula Recreation Area**

	Assessed Value	Taxable Value
REAL	593,500	593,500
OIL	-	-
PERSONAL	-	-
TOTAL	593,500	593,500

TAG 40,41,43,57 — **Seward / Bear Creek Flood Service Area**

	Assessed Value	Taxable Value
REAL	228,300	228,300
OIL	-	-
PERSONAL	-	-
TOTAL	228,300	228,300

TAG 20,21,52,59,62,64,65,68,80,81 — **South Kenai Peninsula Hospital Service Area (TY18 & Prior)**

	Assessed Value	Taxable Value
REAL	329,100	329,100
OIL	-	-
PERSONAL	-	-
TOTAL	329,100	329,100

TAG 11,20,21,52,62,64,65,68,69,80,81 — **South Kenai Peninsula Hospital Service Area (TY19 & Future)**

	Assessed Value	Taxable Value
REAL	329,100	329,100
OIL	-	-
PERSONAL	-	-
TOTAL	329,100	329,100

TAG 10,11 — **Seldovia RSA**

	Assessed Value	Taxable Value
REAL	-	-
OIL	-	-
PERSONAL	-	-
TOTAL	-	-

ALL TAGS — **KPB - Borough Wide**

	Assessed Value	Taxable Value
REAL	6,091,100	6,091,100
OIL	-	-
PERSONAL	-	-
TOTAL	6,091,100	6,091,100

KENAI PENINSULA BOROUGH
SUMMARY OF COMBINED PROPERTY VALUES

Assessed Value before Exemptions

Assessed Value		VALUE
Personal Property	$	-
Real Property	$	6,091,100
Oil Property	$	-
TOTAL BOROUGH ASSESSED	$	6,091,100

Assessed Value after Exemptions

Taxable Value		VALUE
Personal Property	$	-
Real Property	$	6,091,100
Oil Property	$	-
TOTAL BOROUGH TAXABLE	$	6,091,100

2025 CERTIFIED REAL SUPPLEMENTAL ROLL Values

		BOROUGH		CITY	
		Assessed	Taxable	Assessed	Taxable
City of Seldovia					
Tag 10	REAL	-	-	-	-
	OIL	-	-	-	-
	PERSONAL	-	-	-	-
	TOTAL	-	-	-	-
City of Homer	REAL	-	-	-	-
Tag 20	OIL	-	-	-	-
	PERSONAL	-	-	-	-
	TOTAL	-	-	-	-
City of Homer	REAL	-	-	-	-
Tag 21 ODL	OIL	-	-	-	-
	PERSONAL	-	-	-	-
	TOTAL	-	-	-	-
City of Kenai	REAL	-	-	-	-
Tag 30	OIL	-	-	-	-
	PERSONAL	-	-	-	-
	TOTAL	-	-	-	-
City of Seward	REAL	26,000	26,000	26,000	26,000
Tag 40	OIL	-	-	-	-
	PERSONAL	-	-	-	-
	TOTAL	26,000	26,000	26,000	26,000
Seward Special	REAL	-	-	-	-
Tag 41	OIL	-	-	-	-
	PERSONAL	-	-	-	-
	TOTAL	-	-	-	-
City of Soldotna	REAL	-	-	-	-
Tag 70	OIL	-	-	-	-
	PERSONAL	-	-	-	-
	TOTAL	-	-	-	-
Kachemak City	REAL	-	-	-	-
Tag 80	OIL	-	-	-	-
	PERSONAL	-	-	-	-
	TOTAL	-	-	-	-

ENTER CITY ASSESSED PPV
ENTER CITY REAL TAXABLE VALUE

Docusign Envelope ID: 3374AE94-B141-48C5-A775-ED529E7409C4

Kenai Peninsula Borough
Legal Department

LITIGATION STATUS REPORT

TO: Ryan Tunseth KPB Assembly President
Members, KPB Assembly
Jason Tauriainen, KPBSD Board of Education
President Members, KPBSD Board of Education

THRU: Peter A. Micciche, Mayor PAM
Clayton Holland, KPBSD Superintendent CH

FROM: Sean Kelley, Borough Attorney SK

DATE: March 5, 2026

RE: Litigation Status Report – 4th Quarter 2025

This report includes brief descriptions of pending non-routine court cases, as well as administrative appeals and code compliance enforcement actions set for hearing before the administrative hearing officer, which name the KPB and/or School District as parties.

A. Administrative Appeals. The following is a summary of open or recently resolved administrative appeals from Planning Commission decisions:

1. None.

B. Alaska Superior Court cases. This list does not include the real property tax foreclosures and numerous standard tax collection cases pursued by the KPB:

1. *2FishAlaska v. Kenai Peninsula Borough*, 3KN-24-00905CI. The owner of real property appealed the denial of charitable purpose exemption application. The Court affirmed the KPB's denial of the exemption and denied reconsideration.

2. *Kenai Peninsula Borough School District v. Fischer*, No. 3KN-19-00185CI. The Supreme Court upheld summary judgment in favor of the School District on breach of contract grounds but determined a genuine dispute of material fact remained regarding damages and remanded this case to the Superior Court on the limited issue of determining if some of the costs included in the damage determination were not subject to subrogation. The judgment funds in the amount of $367,676.83 have been deposited into a constructive trust. Trial is scheduled for the week of August 3, 2026

Docusign Envelope ID: 3374AE94-B141-48C5-A775-ED529E7409C4

3. *Furie Operating Alaska, LLC. v. State of Alaska, Department of Revenue, and State Assessment Review Board,* Case No. 3AN-21-06462CI. The taxpayer paid the judgment in this matter pursuant to an agreement to keep the funds set aside until the Alaska Supreme Court issues a final decision in the appeal.

4. *Jennifer Harvey-Kindred, et al. v. Kenai Peninsula Borough, Kenai Peninsula Borough School Distric*t, 3AN-23-08723CI. This matter has resolved after mediation and is now closed.

5. *David Yragui, v. Kenai Peninsula Borough*, 3KN-24-00123CI. Plaintiff, David Yragui, filed suit for damages to property and for defamation related to his unpermitted activities within KPB rights-of-way (Mary Jeanne Yragui was originally included as a Plaintiff but was subsequently dismissed from the case.) Trial is scheduled for the week of May 4, 2026. Plaintiff filed for declaratory judgment, which the court denied. The parties recently filed cross motions for summary judgment.

6. *Harvath v. KPB, et al.*, Case No. 3KN-25-00734CI. The Harvath plaintiffs filed a quiet title complaint alleging they are entitled to use KPB land to access their property. The court granted KPB's motion to dismiss KPB attorneys and motion for Rule 11 sanctions. KPB attorneys have entered an appearance. KPB recently filed a motion for summary judgment, the Court granted opposing counsel's request for an extension to respond until April 15, 2026.

7. *Parker v. Schultz and KPB,* Case No. 3KN-25-00706CI. This complaint alleges the wrongful discharge of Ms. Parker, a firefighter with Kachemak Emergency Service Area (KESA). KPB has responded to the complaint. Discovery is currently ongoing. Trial is scheduled for the week of December 7, 2026.

C. Alaska Supreme Court cases.

1. *Beachcomber v. Kenai Peninsula Borough Planning Commission*, Case Nos. S-19091 & S-19092 (Consolidated) (Trial Court Case Nos. 3KN-20-00034CI & 3KN-23-00004CI). The parties await the Court's decision on appeal.

D. U.S. District Court cases.

1. *Nicholas Conner v. Kenai Peninsula Borough; Mayor Peter Micciche,* Case No. 3:25-cv-00054-HRH. Plaintiff filed this complaint on March 19, 2025, alleging his constitutional right to film public officials in public spaces was violated and asks the court to permanently enjoin application of KPB Ordinance 2024-27, and declare the ordinance unconstitutional, and for costs and attorney fees. The court granted KPB's partial motion to dismiss – dismissing Count I and Count IV to the extent it seeks relief based on the claim that KPB Ordinance 2024-07 is an unconstitutional bill of attainder. Discovery is ongoing.

Introduced by:	Mayor
Date:	02/17/26
Hearing:	03/17/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-27

AN ORDINANCE ACCEPTING AND APPROPRIATING CODE BLUE GRANT FUNDS FROM THE SOUTHERN REGION EMERGENCY MEDICAL SERVICES, INC. ON BEHALF OF WESTERN EMERGENCY SERVICE AREA

WHEREAS, The Western Emergency Service Area (WES) applied for State of Alaska Code Blue Grant through the Southern Region Emergency Medical Services Council, Inc. (Southern Region) in FY2025; and

WHEREAS, WES received notification on May 9, 2025, that Southern Region approved the application for partial funding for the purchase of a video laryngoscope kit in the amount of $8,709.08, leaving a remaining balance of $967.68, which is included in the FY2026 operating budget; and

WHEREAS, the total cost of the equipment at the time of purchase is less than anticipated when the grant fund request was submitted, reducing the grant award funding amount to $6,728.31 and the remaining balance to $747.59; and

WHEREAS, the WES Board, at its meeting of October 9, 2024, unanimously recommended approval of the grant funding and match;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. This is a non-code ordinance.

SECTION 2. That the Mayor is hereby authorized to enter into an agreement with Southern Region and any other documents deemed necessary to accept the grant funds and fulfill the intents and purposes of this ordinance.

SECTION 3. That Code Blue Grant funds of $6,728.31 are appropriated to the Western Emergency Service Area Operating Fund account number 209.51410.26SR1.49999 to be used in conjunction with the already appropriated operating fund match of $747.59 for the purchase of one UESCOPE Video Laryngoscope with case and blades.

SECTION 4. That appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

SECTION 5. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 6. This ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: EA42BE42-CDB6-48ED-B90F-A94DB2D9932E

Kenai Peninsula Borough
Grants Administration

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, Kenai Peninsula Borough

THRU: Peter A. Micciche, Mayor
Brandi Harbaugh, Finance Director BH
Jon Marsh, Western Emergency Services Chief JM

FROM: Heather Geer, Grants Administrator & Community Liaison HG

DATE: February 5, 2026

RE: Ordinance 2025-19-27, Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Western Emergency Service Area (Mayor)

The Western Emergency Service Area (WES) applied for State of Alaska Code Blue Grants through the Southern Region Emergency Medical Services Council, Inc. (Southern Region) in October 2024 to provide funding for the purchase of a video laryngoscope kit.

WES received notification on January 13, 2026, that the Southern Region approved funding of $8,709.08, leaving a balance totaling $967.68 which includes the required local match and the unmet portion of 10%. The total cost of the equipment was less than anticipated when the grant application was submitted, bringing the grant award funding amount to $6,728.31and leaving a match balance totaling $747.59. The match and unmet portion are currently available in the WES operating fund.

At the October 9, 2024, WES Board Meeting, the WES board unanimously recommended approval of the grant funds and match.

Your consideration and approval are appreciated.

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No. 209.26SR1.35102 Amt $ 6,728.31

Acct. No. 209.51410.00000.48750 Amt $ 747.59

By: CJ _____ Date: 2/4/2026

Introduced by:	Mayor
Date:	02/17/26
Hearing:	03/17/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2026-05

AN ORDINANCE AUTHORIZING RETENTION OR SALE OF CERTAIN REAL PROPERTY OBTAINED BY THE KENAI PENINSULA BOROUGH THROUGH TAX FORECLOSURE PROCEEDINGS

WHEREAS, certain real property has been deeded to the Kenai Peninsula Borough (KPB) through tax foreclosure proceedings pursuant to AS 29.45.290 et seq. for delinquent payment of taxes; and

WHEREAS, these parcels have been reviewed by the KPB School District, all KPB administrative departments, service areas, applicable cities and advisory planning commissions, and the KPB Planning Commission; and

WHEREAS, the KPB administration recommends certain parcels be retained for a public purpose, as noted; and

WHEREAS, in accordance with AS 29.45.460(c), notice of hearing of this ordinance was sent by certified mail to former owners of record; and

WHEREAS, KPB will, up to the close of business at 5:00 p.m. AKST on April 24, 2026, extend the right to former owners of record to repurchase parcels retained for public purpose and parcels that are scheduled for sale; and

WHEREAS, the KPB Planning Commission conducted a public hearing during its regularly-scheduled hearing on March 16, 2026, and recommended_____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. That the real property listed and described in Exhibit A, incorporated herein by reference, is designated as tax foreclosed parcels retained for a public purpose with a recommended classification, pursuant to KPB 5.12.190.

SECTION 3. That it is hereby determined that a public need for the parcels listed in Exhibit B, incorporated herein for reference, does not exist and they are hereby designated as tax foreclosed parcels eligible for sale and may be sold by public auction, pursuant to KPB 5.12.200.

SECTION 4. That the mayor is hereby authorized to market and sell the real property designated as foreclosed parcels for sale for an amount not less than the judgment amount for delinquent taxes, plus penalties, interest, and any and all other related costs as certified by the KPB Finance Department, for cash at a public auction. All real property is to be sold as is, where is, subject to any and all encumbrances, restrictions of record, zoning ordinances, and any and all plat requirements and covenants.

SECTION 5. That in the event a parcel is repurchased by a former owner(s) of record prior to sale, the repurchase amount shall include the judgment amount for delinquent taxes, penalties, interest, and any and all other related costs as certified by the KPB Finance Department, to include proportional additional fees incurred by the KPB Land Management Division.

SECTION 6. That in the event a parcel is sold for an amount in excess of the judgement amount for delinquent taxes, plus penalties, interest, and any other related costs as certified by the KPB Finance Department, excess sale proceeds for that parcel will be subject to proportional additional fees incurred by KPB for auction services, as defined in the contract for auction services.

SECTION 7. That once all deductions have been tabulated, the KPB Finance Director, or designee, will provide written notice to former owners of record of the real property advising of the excess sale proceeds amount and the manner in which a claim for the balance of the proceeds may be submitted. Notice is sufficient if mailed to the former owner(s) of record at their last known address as disclosed by KPB Assessor records. Upon presentation of a proper claim, KPB will remit excess sale proceeds to former owners of record. Pursuant to AS 29.45.480, a claim for excess proceeds which is filed after six (6) months from the date of the public auction is forever barred. Upon expiration of the above claim period, all unclaimed excess sale proceeds are to be deposited in the KPB Land Trust Investment Fund, except for those parcels having delinquent amounts due to KPB for sales tax or other KPB liens. In those instances, the amounts required to payoff said delinquency or lien will be paid from the unclaimed excess sale proceeds prior to being deposited in the KPB Land Trust Investment Fund.

SECTION 8. That the assembly authorizes the mayor to conduct a live public auction, or online auction, or a combination thereof, of the tax foreclosed real property listed in Exhibit B. The auction is to be held on April 25, 2026, in the KPB Assembly Chamber, 144 N. Binkley Street, Soldotna, Alaska. Public notice will be prominently placed on KPB's webpage in a consolidated location and on an official social media account of the KPB. In the event the KPB Administration is

unable to proceed with the auction on the designated date, the KPB Administration will reschedule the auction to a date not more than 60 days later than the date designated in this ordinance.

SECTION 9. That notice of sale must be published in accordance with KPB 1.08.180. The last notice of sale must appear not less than five calendar days before the date of sale.The notice must contain a brief description of the land, the general location of the land and the terms of the sale as fixed by the assembly by this ordinance.

SECTION 10. That the assembly finds it is in the best interests of the KPB to require tax foreclosure sale bidders to be Alaska residents. As a condition of bidder registration, bidders must provide a valid Alaska driver's license or State of Alaska issued identification as proof of Alaska residency. In addition, through this residency restriction, KPB, as a political subdivision of the State, is furthering the State's purpose and intent in prioritizing the conveyance of Alaska lands to Alaska residents. Pursuant to AS 38.05.055, for state land sales, public auction or sale by sealed bid is restricted to bidders who have been residents of the state for at least one year immediately preceding the date of the sale. As a political subdivision of the State, the assembly finds the state law compelling. Specific to foreclosed properties, restricting the tax foreclosure sale to Alaska residents is reasonable and necessary due to the challenges often presented by such properties. The KPB's interest is in returning foreclosed properties to the tax rolls and to provide residents an avenue to use local knowledge to discern whether a property is fit for a particular purpose.

SECTION 11. That during the public auction, the number of parcels initially sold to a registered bidder will be limited to a maximum of two (2) parcels. Any parcel not initially sold during the auction will be moved to the end of the auction and re-bid one (1) time only. At that time all registered bidders will be allowed to bid on all remaining parcels without limitation.

SECTION 12. That the mayor shall execute and deliver to the buyer of any of the sale parcels a tax foreclosure quitclaim deed specifically without any warranty or representation. Said deed will convey any and all interest KPB may have in the subject parcel, expressly reserving mineral rights, if any, to KPB. Prospective buyers are on notice by this ordinance and by other means of publication or public notice of the terms of the sale. KPB has no expressed or implied knowledge of said parcels and does not guarantee any right, title, or interest in and to any of the parcels sold nor to any improvements that may be located on said parcels. It is the burden of potential buyers to determine condition of title prior to bidding at the sale. KPB will be held harmless from any and all claims regarding title or possession to, and future use and enjoyment of, any of the parcels to be sold. Potential buyers are advised that KPB, at its sole discretion, reserves the right to withdraw any and or all of the parcels listed for sale.

SECTION 13. That $25,000 has been appropriated into the Land Trust Fund Account No. 250.2120.45110 to satisfy tax obligations pursuant to AS 29.45.290 for those parcels specifically being retained by KPB for a public purpose.

SECTION 14. That parcels repurchased by former owners of record will be removed from Exhibit A or Exhibit B, as applicable.

SECTION 15. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 16. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 9CFD829A-0C12-41F3-A906-BDC8C28876F0

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Brandi Harbaugh, Finance Director
Robert Ruffner, Planning Director
Aaron Hughes, Land Management Officer

FROM: Jennifer Shields, Land Management Agent

DATE: March 5, 2026

RE: Administration Amendment to Ordinance 2026-05 Authorizing Retention or Sale of Certain Real Property Conveyed to the Kenai Peninsula Borough Through Tax Foreclosure Proceedings (Mayor)

Ordinance 2026-05 will authorize those parcels shown on Exhibit A to be retained for a public purpose with a classification recommendation, and authorize those parcels shown on Exhibit B to be sold at public auction. Those parcels listed are subject to change prior to sale in the event delinquent tax obligations are paid. Pursuant to Section 14 of the Ordinance, parcels repurchased by former owners of record will be removed from Exhibit A or Exhibit B, as applicable.

(Please note the bold underlined language is new. Bracketed struck through language is being removed.)

Amendment #1

- Amend Ordinance 2026-05 to remove the following parcel listed on Exhibit B which has been requested for conveyance to the City of Homer:

CONVEY TO CITY OF HOMER – REMOVE FROM EXHIBIT B				
Parcel No.	**Legal Description**	**General Location**	**Acres**	**Last Owner of Record**
17913312	Lot Forty-Seven (47), VIRGINIA LYN SUBDIVISION, according to Plat No. 61-256, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17913312)	City of Homer	1.12	Hanson, David B & Susan L

Docusign Envelope ID: 9CFD829A-0C12-41F3-A906-BDC8C28876F0

Amendment #2

- Amend Ordinance 2026-05 to the following parcels listed on Exhibit B which have been repurchased prior to the public hearing:

REPURCHASED – REMOVE FROM EXHIBIT B				
Parcel No.	**Legal Description**	**General Location**	**Acres**	**Last Owner of Record**
16929013	Lot Thirty-One (31), SILVER KING CAMP, AMENDED, according to Plat No. 83-51, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16929013)	Anchor Point	0.08	Peterson, Frank R & Peterson, Nichole M

In addition, the following proposed amendment resolves a potential conflict between Alaska Statutes 29.45.450(a) which sets out, "… Unredeemed property in a city is deeded to the city subject to the payment by the city of unpaid borough taxes and costs of foreclosure levied against the property before foreclosure…" and the language in the fifth "WHEREAS" clause allowing the former owner of record to repurchase property up to the close of business on April 24, 2026.

Amendment #3

- Amend the fifth "Whereas" clause as follows:

WHEREAS, KPB will, up to the close of business at 5:00 p.m. AKST on April 24, 2026, extend the right to former owners of record to repurchase parcels retained for public purpose and parcels that are scheduled for sale**, excluding any unredeemed parcel that lies in a city that the city has requested for conveyance and that have been deeded to the city subject to the payment by the city of unpaid borough taxes and costs of foreclosure levied against the property before foreclosure**; and

Your consideration is appreciated.

Docusign Envelope ID: C90A22CF-314D-42C0-817B-CACC002D9F4B

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Brandi Harbaugh, Finance Director
Robert Ruffner, Planning Director
Aaron Hughes, Land Management Officer

FROM: Jennifer Shields, Land Management Agent

DATE: February 5, 2026

RE: Ordinance 2026-05 Authorizing Retention or Sale of Certain Real Property Obtained by the Kenai Peninsula Borough Through Tax Foreclosure Proceedings (Mayor)

Pursuant to AS 29.45.290 et. seq. and KPB 17.10.100(A) regarding tax foreclosure proceedings, the Kenai Peninsula Borough (KPB) has received Clerk's Deeds for that real property listed in the ordinance. The ordinance will authorize those tax foreclosed parcels listed in Exhibit A to be retained for a public purpose with a management classification recommendation, and will authorize those parcels listed in Exhibit B to be sold at public auction. The number of parcels to be retained or sold is subject to change prior to the public auction, should delinquent tax obligations be paid and parcels are repurchased by prior owners of record.

A preliminary list of parcels proposed for sale in the KPB 2026 Tax Foreclosure Land Sale Auction was sent for review and comment to the KPB School District, all KPB administrative departments, service areas, applicable cities and advisory planning commissions, and the KPB Planning Commission. Pursuant to AS 29.45.460(c), notice of the sale will also be sent to the former owners of record by certified mail within five (5) days of the first publication of the notice of hearing of the ordinance.

Due to the reduction in local newspaper publication dates, the ordinance provides for an exception to public notice publication in a newspaper of general circulation of less than thirty (30) days before the auction.

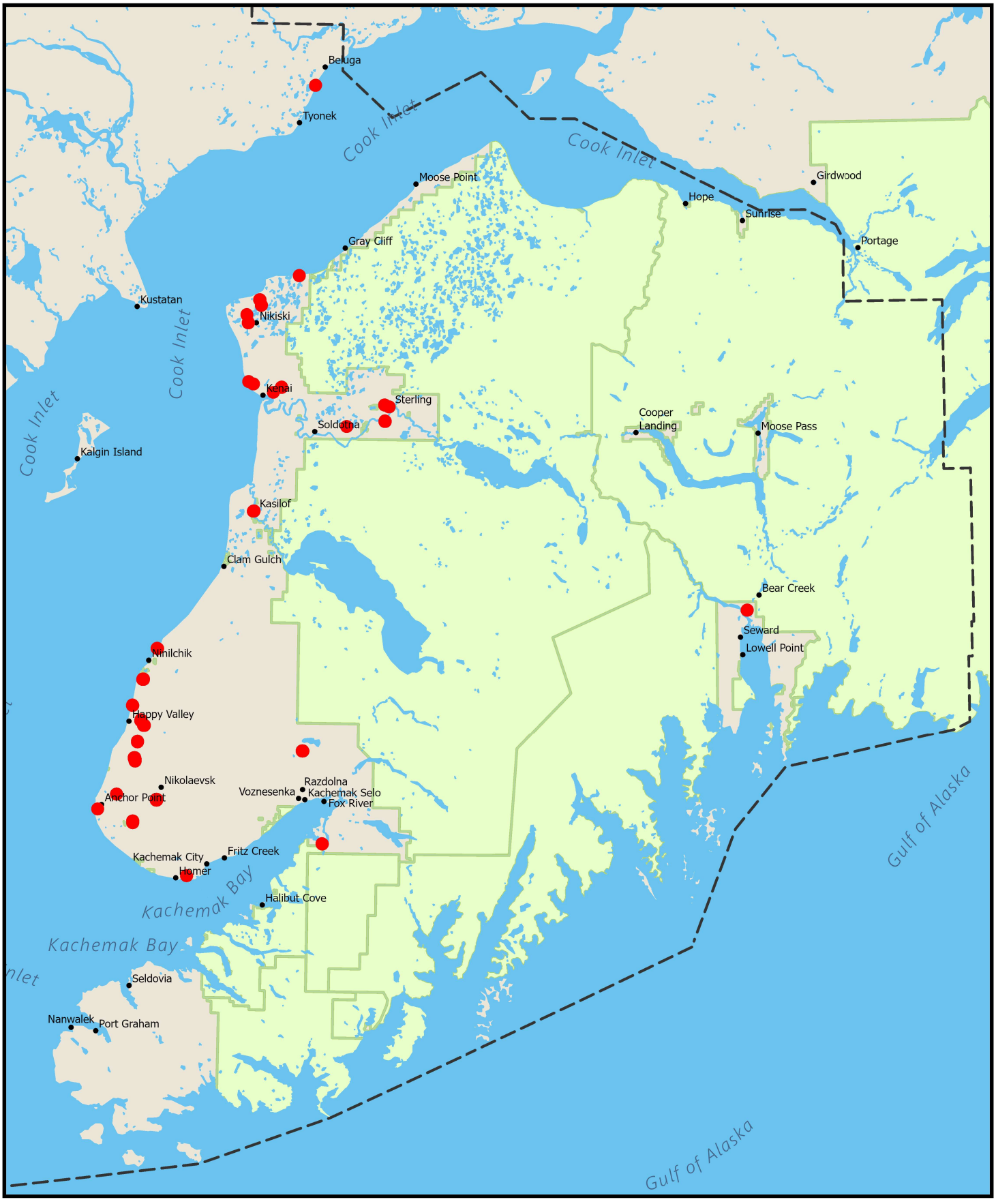
The tax foreclosure land sale auction is scheduled for April 25, 2026, in the KPB Assembly Chamber. The KPB Planning Commission will consider this ordinance at its regularly-scheduled meeting on March 16, 2026, and will forward a recommendation to the Assembly.

Your consideration is appreciated.

KENAI PENINSULA BOROUGH
Land Management

N

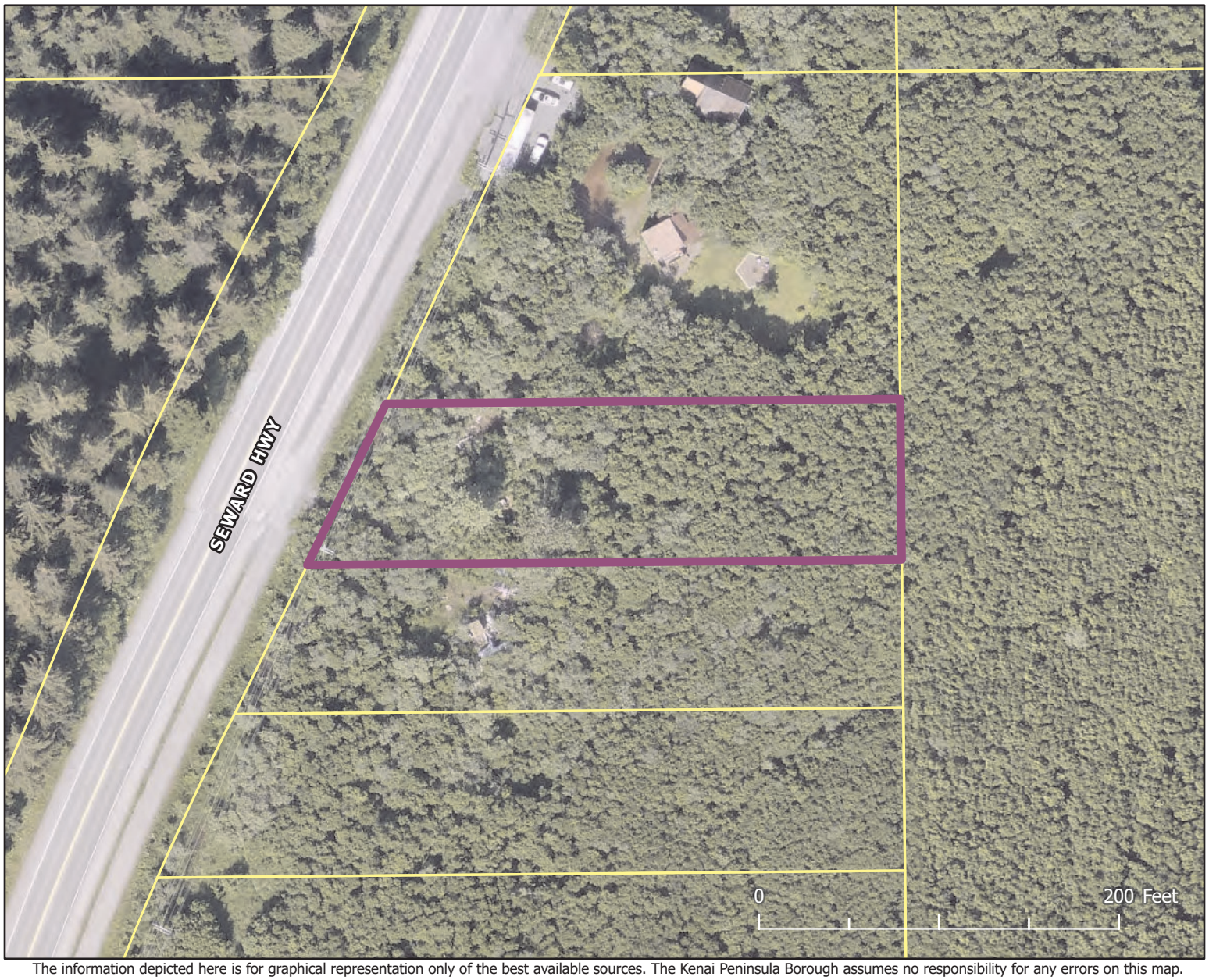
KPB 2026 Tax Foreclosure Land Sale - Vicinity Map



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

EXHIBIT A
Parcels To Be Retained For A Public Purpose

Parcel No.	Legal Description	General Location	Acres	Last Owner of Record	Reason for Retention	Recommended Classification
14405009	Lot Ten (10), McBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405009)	Bear Creek	0.62	Moore, David J	Floodway	Preservation
14405010	Lot Nine (9), MCBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405010)	Bear Creek	0.73	Moore, David J	Floodway	Preservation
14405011	Lot Eight (8), McBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405011)	Bear Creek	0.83	Moore, David J	Floodway	Preservation
15912060	Tract Fifty-Three (53), HAPPY CREEK HOMESITES SUBDIVISION, according to Plat No. 62-711, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15912060)	Happy Valley	5.00	Harris, James R	Wetlands	Preservation
16532001	Tract Six (6), HAATH ACRES SUBDIVISION, according to Plat No. 76-27, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16532001)	Anchor Point	9.02	Bostic, Dorothy R	Wetlands	Preservation

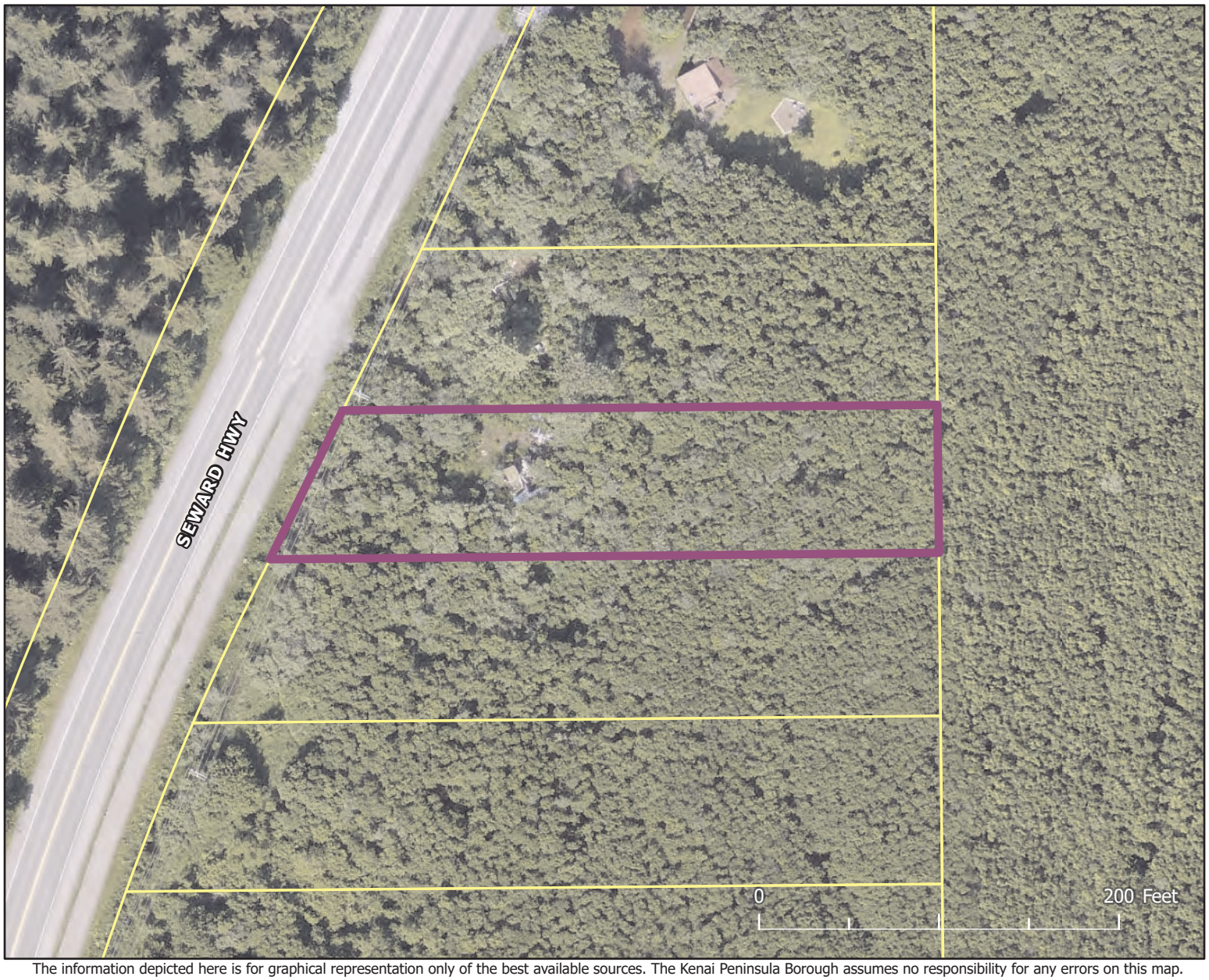


The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



REASON FOR RETENTION: FLOODWAY

Parcel No.: 14405009
Recommended Classification: Preservation
Acres: 0.62
Legal Description:
Lot Ten (10), McBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405009)

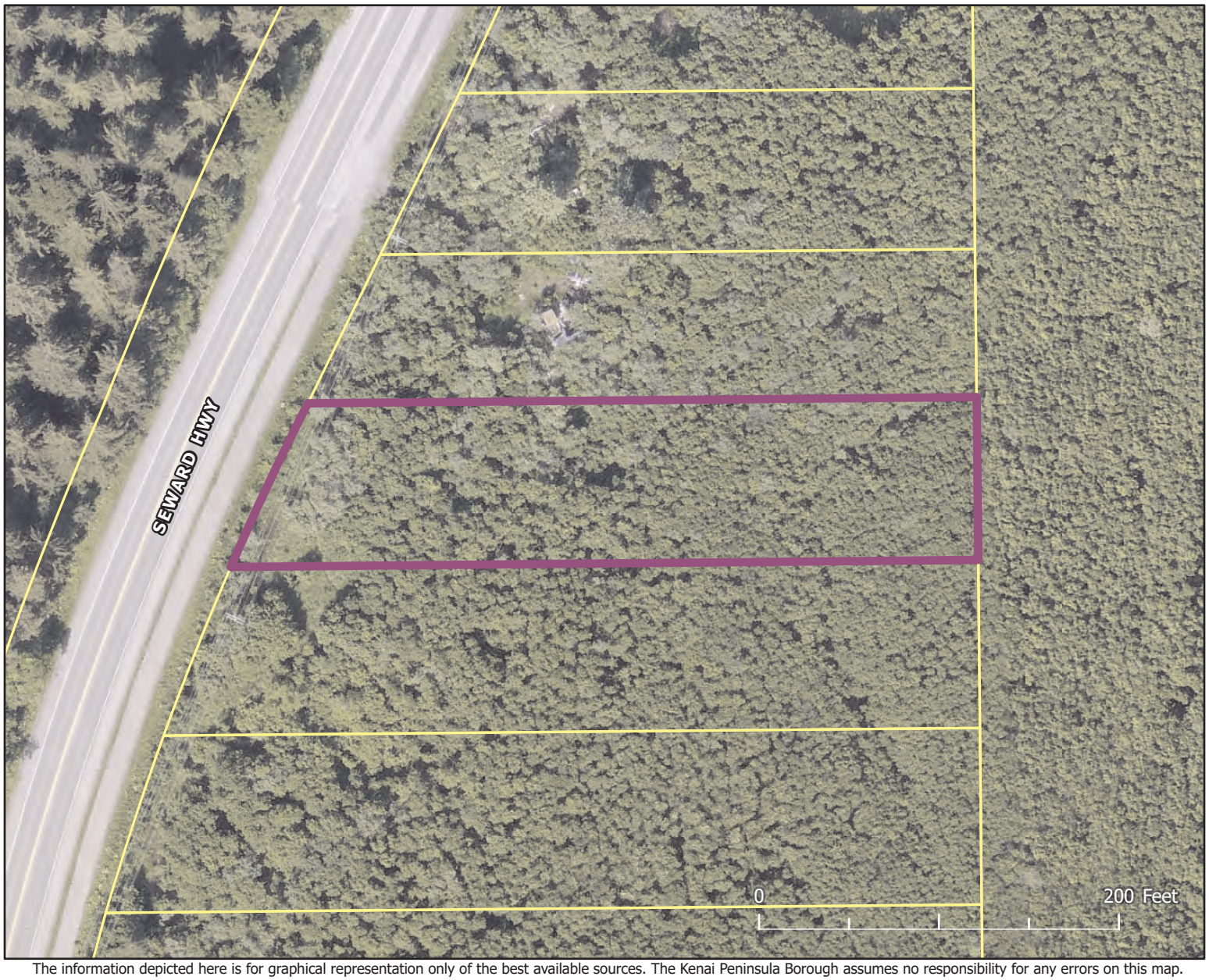


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REASON FOR RETENTION: FLOODWAY

Parcel No.: 14405010
Recommended Classification: Preservation
Acres: 0.73
Legal Description:
Lot Nine (9), MCBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405010)

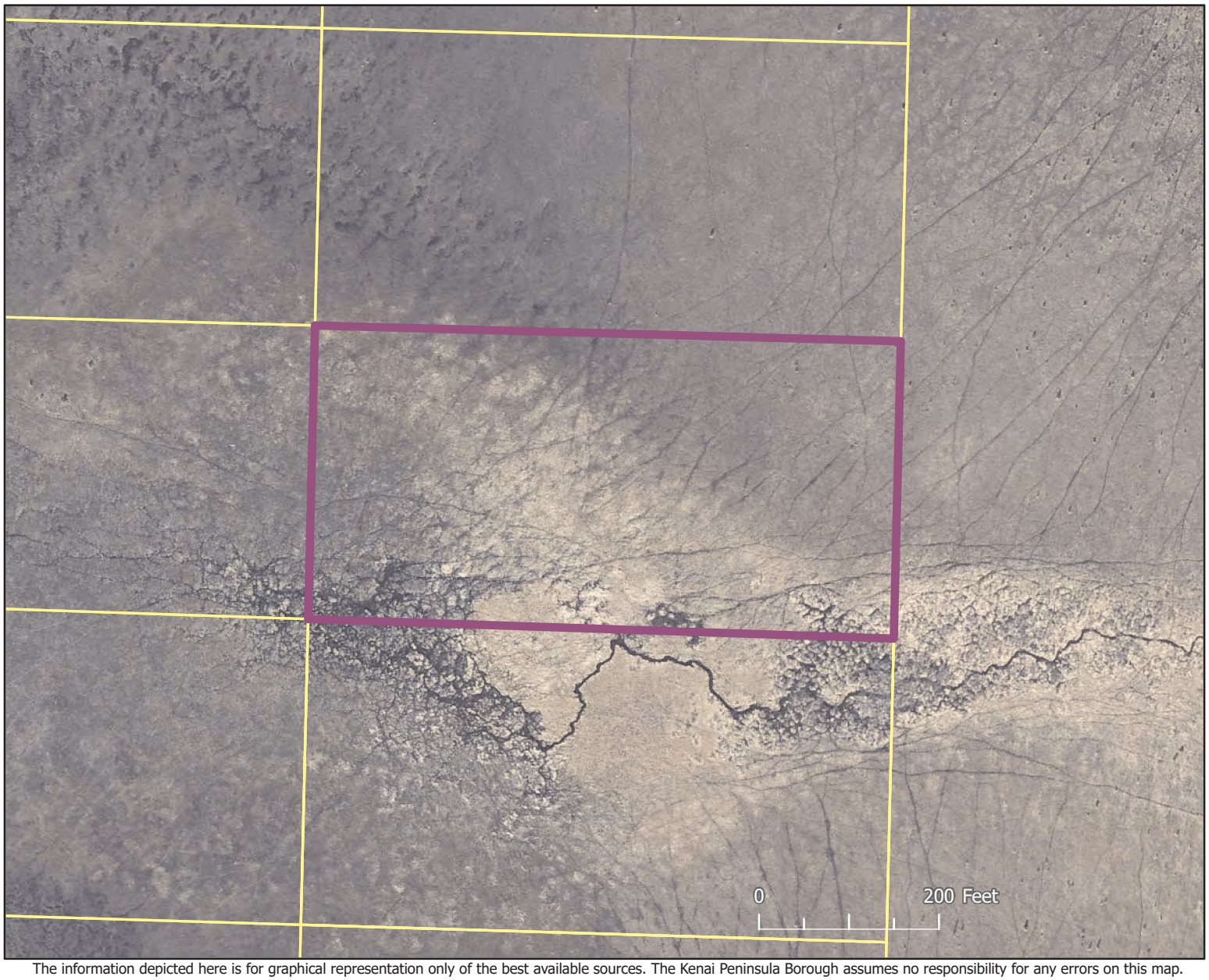


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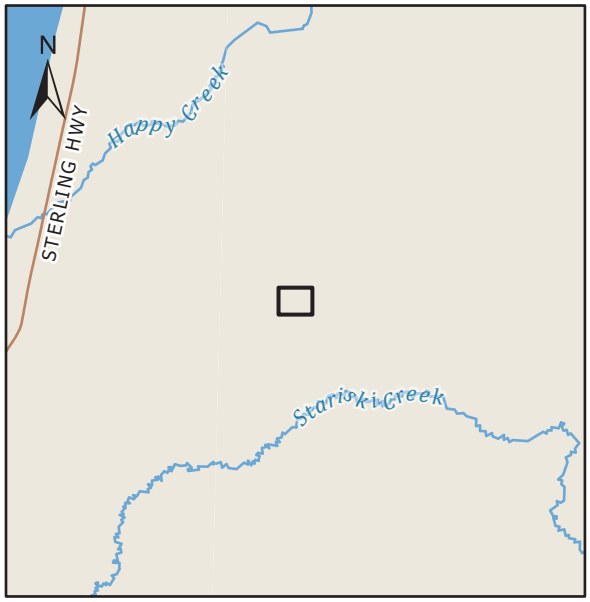


REASON FOR RETENTION: FLOODWAY

Parcel No.: 14405011
Recommended Classification: Preservation
Acres: 0.83
Legal Description:
Lot Eight (8), McBRIDE SUBDIVISION, according to Plat No. S-22, Seward Recording District, Third Judicial District, State of Alaska. (KPB PIN 14405011)

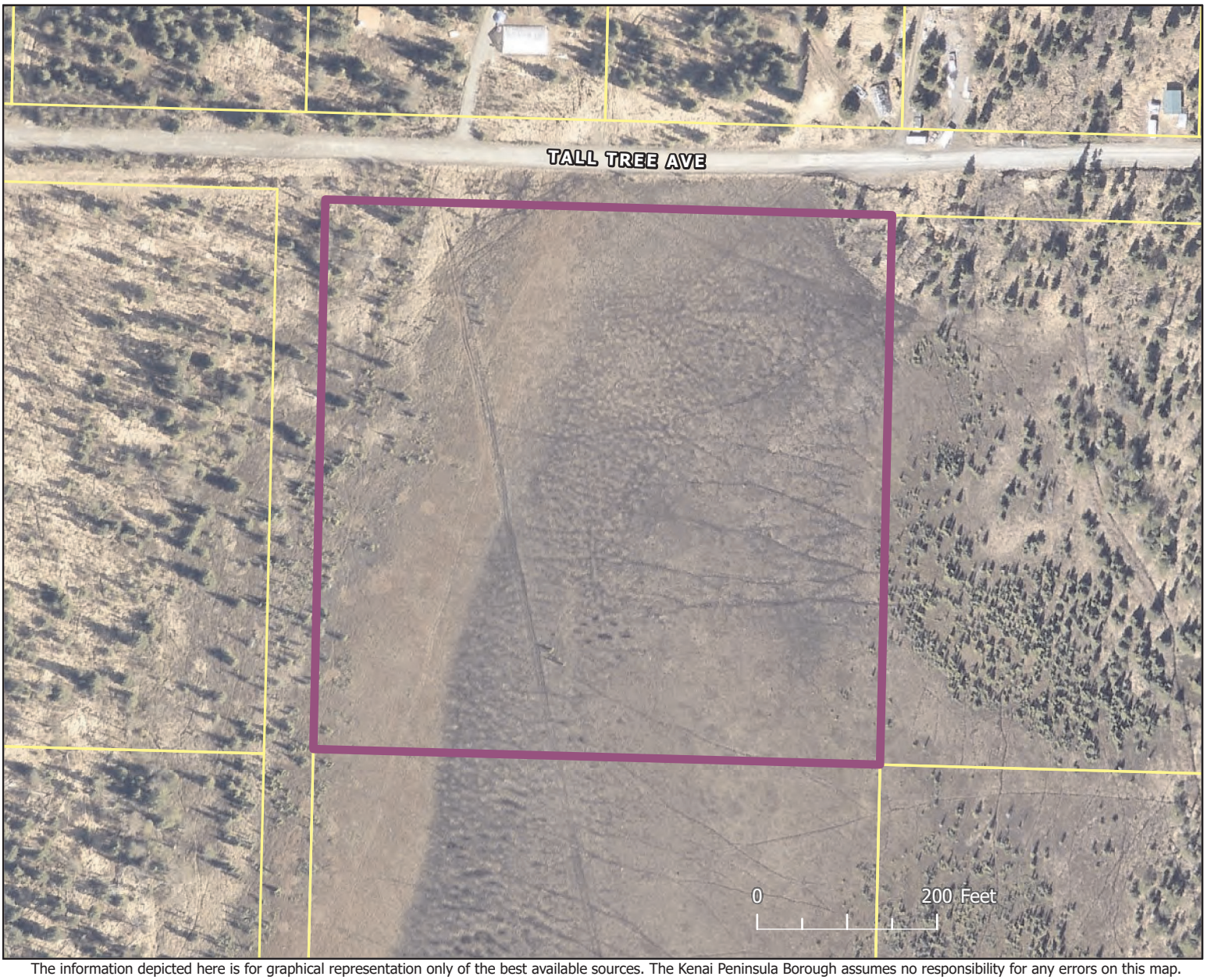


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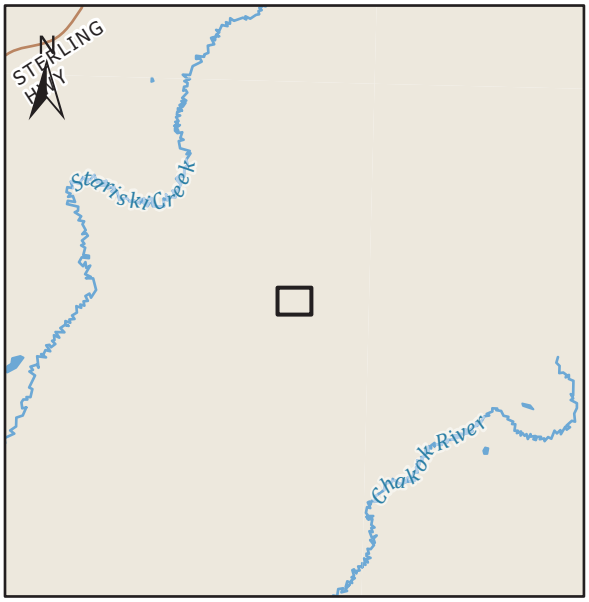


REASON FOR RETENTION: WETLANDS

Parcel No.: 15912060
Recommended Classification: Preservation
Acres: 5.00
Legal Description:
Tract Fifty-Three (53), HAPPY CREEK HOMESITES SUBDIVISION, according to Plat No. 62-711, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15912060)



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REASON FOR RETENTION: WETLANDS

Parcel No.: 16532001
Recommended Classification: Preservation
Acres: 9.02
Legal Description:
Tract Six (6), HAATH ACRES SUBDIVISION, according to Plat No. 76-27, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16532001)

EXHIBIT B
Parcels To Be Sold By Auction

Parcel No.	Legal Description	General Location	Acres	Last Owner of Record	Minimum Bid
01218017	The South 174.2 feet thereof, of Lot Sixteen (16), ISLAND-LAKE SUBDIVISION, according to Plat No. K-413, Kenai Recording District, State of Alaska. (KPB PIN 01218017)	Nikiski	0.31	Wise, Kenturia A	TBD
01320010	A Parcel of land situated in Lot 3, Section 6, Township 7 North, Range 11 West, SEWARD MERIDIAN, Kenai Recording District, Third Judicial District, State of Alaska, being more particularly as: BEGINNING at the extreme Northeast Corner of Government Lot 3, Section 6, Township 7 North, Range 11 West, SEWARD MERIDIAN, and referred to as Corner No. 1; thence West a distance of approximately 485 feet to Corner No.2; thence South a distance of approximately 150 feet to the road right of way, Corner No. 3; thence East along the road right of way a distance of 485 feet to Corner No. 4, thence North a distance of approximately 150 feet to Corner No. 1 and the point of beginning. (KPB PIN 01320010)	Nikiski	1.70	Bennett, Edna I	TBD
01321437	Lot One (1), Block Five (5), DON'S PLACE SUBDIVISION AMENDED, according to Plat No. 83-44, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01321437)	Nikiski	0.92	Weeks, Thomas A & Nadine	TBD
01328064	Lot Eighteen (18), Block Two (2), SEA-SCAPE SUBDIVISION, according to Plat No. 77-104, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01328064)	Nikiski	1.21	Miranda, Renee & Niland, John	TBD
01419001	Tract One (1), Block One (1), WELAKA LAKE ACRES SUBDIVISION, according to Plat No. K-1707, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01419001)	Nikiski	1.92	Posey, Richard	TBD
03904016	Lot Twenty-one (21), Block Eight (8), BLACK GOLD ESTATES SUBDIVISION, AMENDED, according to Plat No. K-1399, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03904016)	City of Kenai	0.21	Pace, Bret H	TBD
03913001	Lot One (1), Block One (1), MOMMSENS SUBDIVISION, 1988 ADDITION, according to Plat No. 91-12, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03913001)	City of Kenai	0.23	Binnacle Properties	TBD
03913003	Lot Three (3), Block One (1), MOMMSENS SUBDIVISION, 1988 ADDITION, according to Plat No. 91-12, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03913003)	City of Kenai	0.29	Binnacle Properties	TBD
04508023	Lot Two (2), JUSTA SUBDIVISION, according to Plat No. 2010-93, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 04508023)	City of Kenai	1.71	Wheeler, James Richard & Wheeler, Sherri Lou	TBD
04915002	Lot Two (2), Block Two (2), INLET VIEW SUBDIVISION FIRST REVISION, according to Plat No. K-1515, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 04915002)	City of Kenai	0.23	Williams, Craig	TBD
06306312	Lot Seven (7), Block Two (2), SUMPTER SUBDIVISION, according to Plat No. K-525, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06306312)	Sterling	0.87	Menz, John F & Warren, Judith M	TBD
06319004	Lot Four (4), SMITH-SLATER SUBDIVISION, NO. 1, according to Plat No. K-1352, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06319004)	Sterling	0.49	Hanson, David B	TBD

EXHIBIT B
Parcels To Be Sold By Auction

Parcel No.	Legal Description	General Location	Acres	Last Owner of Record	Minimum Bid
06349048	Lot Ten "A" (10-A), Block Three (3), STERLING HEIGHTS SUBDIVISION, ADDITION NO. 2 PART 4 (Amended), according to Plat No. 86-94, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06349048)	Sterling	1.03	Whittier Service, Inc.	TBD
06648016	Lot Sixteen (16), Block One (1), RIVER BRIDGE ESTATES SUBDIVISION, according to Plat No. 83-239, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06648016)	Funny River	1.78	Hanson, David B	TBD
06648050	Lot One (1), Block One (1), RIVER BRIDGE ESTATES SUBDIVISION, according to Plat No. 83-239, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06648050)	Funny River	0.94	Hanson, David B & Susan L	TBD
13307202	Lot Two (2), SNYDER SUBDIVISION, 1982 ADDITION OF LOTS 2 & 3, according to Plat No. 84-263, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 13307202)	Cohoe	3.45	Reid, Terresa Caroline	TBD
15719003	Lot Twenty (20), Block One (1), MY VIEW SUBDIVISION, according to Plat No. 73-857, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15719003)	Ninilchik	1.18	Carr, Charles & Julie	TBD
15719004	Lot Nineteen (19), Block One (1), MY VIEW SUBDIVISION, according to Plat No. 73-857, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15719004)	Ninilchik	1.18	Carr, Charles & Julie	TBD
15901304	Lot Two "B" (2B), FITZHUGH SUBDIVISION, TOMS' ADDITION, according to Plat No. 89-40, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15901304)	Happy Valley	3.00	Mattingly, Tom O, Best, Shirley, & Heckathorn, James I	TBD
15901305	Lot Two "A" (2A), FITZHUGH SUBDIVISION, TOMS' ADDITION, according to Plat No. 89-40, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15901305)	Happy Valley	1.77	Best, George B, Mattingly, Matthew A, Mattingly, Thomas G, Heckathorn, James I	TBD
15912015	Tract One (1), HAPPY CREEK HOMESITES SUBDIVISION, according to Plat No. 62-711, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15912015)	Happy Valley	5.00	Harris, James R	TBD
15923017	Tract Seventeen (17), HAPPY VALLEY 5 ACRE HOMESITES, according to Plat No. 62-629, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15923017)	Happy Valley	5.00	Pirkle, Harvey A	TBD
15944019	Lot Four (4), Block Two (2), SEACLIFF SUBDIVISION UNIT 2, according to Plat No. 76-107, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15944019)	Happy Valley	2.61	Loyd, Ronald A & Lela J	TBD
16525051	Tract B-One (B-1), WILLIAMS NORTH FORK SUBDIVISION, CHESSER 1984 SUBDIVISION OF TRACT B AND TRACT C, according to Plat No. 84-60, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16525051)	Anchor Point	1.52	Ellis, John J	TBD
16532007	Tract Eighteen (18), HAATH ACRES SUBDIVISION, according to Plat No. 76-27, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16532007)	Anchor Point	9.77	Bostic, Dorothy R	TBD

EXHIBIT B
Parcels To Be Sold By Auction

Parcel No.	Legal Description	General Location	Acres	Last Owner of Record	Minimum Bid
16559005	Lot Nine (9), OUTLOOK SUBDIVISION, ADDITION NO. 1 (Amended), according to Plat No. 83-123, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16559005)	Anchor Point	9.13	Wood, Jenny	TBD
16929013	Lot Thirty-One (31), SILVER KING CAMP, AMENDED, according to Plat No. 83-51, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16929013)	Anchor Point	0.08	Peterson, Frank R & Peterson, Nichole M	TBD
17127008	Tract Thirteen (13), INLET VIEW TRACTS SUBDIVISION, according to Plat No. 74-698, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17127008)	Anchor Point	7.74	Bennett, Robert & Bonnie Family Trust	TBD
17913312	Lot Forty-Seven (47), VIRGINIA LYN SUBDIVISION, according to Plat No. 61-256, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17913312)	City of Homer	1.12	Hanson, David B & Susan L	TBD
18541012	Lot Two (2), Block Seventeen (17), ALASKA STATE LAND SURVEY NO. 80-155, SOUTH CARIBOU LAKE SUBDIVISION, according to Plat No. 81-26, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 18541012)	Fox River	5.00	Fridricksson, Jonas Gunnar	TBD
19326412	Tract "E", ALASKA STATE LAND SURVEY NO. 73-47, according to Plat No. 75-25, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 19326412)	Bear Cove	0.76	Brown, Jason Robert	TBD
19326413	Tract "F", ALASKA STATE LAND SURVEY NO. 73-47, according to Plat No. 75-25, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 19326413)	Bear Cove	1.53	Brown, Jason Robert	TBD
21128016	Lot Three (3), Block Five (5), THREE MILE CREEK SUBDIVISION (Amended), according to Plat No. 72-7, Anchorage Recording District, Third Judicial District, State of Alaska. (KPB PIN 21128016)	Beluga	1.86	Kitamura, Amanda Ayako & Kitamura, David Misao	TBD



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MINIMUM BID: $TBD

Parcel No.: 01218017
General Location: Nikiski
Acres: .31
Legal Description:
The South 174.2 feet thereof, of Lot Sixteen (16), ISLAND-LAKE SUBDIVISION, according to Plat No. K-413, Kenai Recording District, State of Alaska. (KPB PIN 01218017)



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MINIMUM BID: $TBD

Parcel No.: 01320010
General Location: Nikiski
Acres: 1.70
Legal Description:
A Parcel of land situated in Lot 3, Section 6, Township 7 North, Range 11 West, SEWARD MERIDIAN, Kenai Recording District, Third Judicial District, State of Alaska, being more particularly as: BEGINNING at the extreme Northeast Corner of Government Lot 3, Section 6, Township 7 North, Range 11 West, SEWARD MERIDIAN, and referred to as Corner No. 1; thence West a distance of approximately 485 feet to Corner No.2; thence South a distance of approximately 150 feet to the road right of way, Corner No. 3; thence East along the road right of way a distance of 485 feet to Corner No. 4, thence North a distance of approximately 150 feet to Corner No. 1 and the point of beginning. (KPB PIN 01320010)



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MINIMUM BID: $TBD

Parcel No.: 01321437
General Location: Nikiski
Acres: .92
Legal Description:
Lot One (1), Block Five (5), DON'S PLACE SUBDIVISION AMENDED, according to Plat No. 83-44, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01321437)



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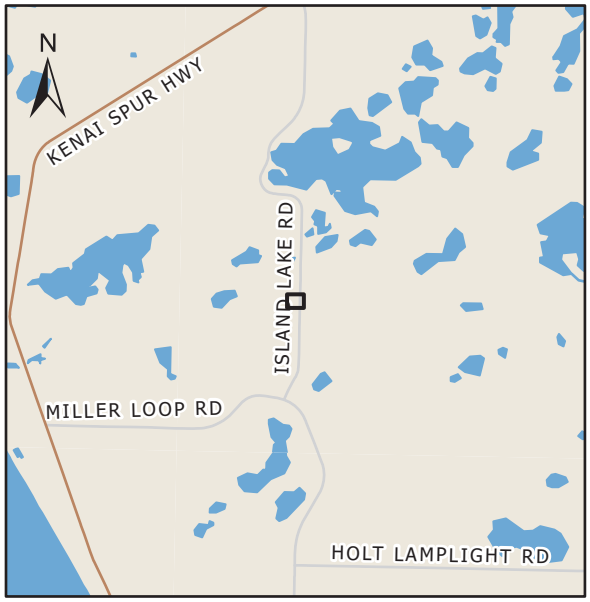


MINIMUM BID: $TBD

Parcel No.: 01328064
General Location: Nikiski
Acres: 1.21
Legal Description:
Lot Eighteen (18), Block Two (2), SEA-SCAPE SUBDIVISION, according to Plat No. 77-104, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01328064)



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MINIMUM BID: $TBD

Parcel No.: 01419001
General Location: Nikiski
Acres: 1.92
Legal Description:
Tract One (1), Block One (1), WELAKA LAKE ACRES SUBDIVISION, according to Plat No. K-1707, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 01419001)

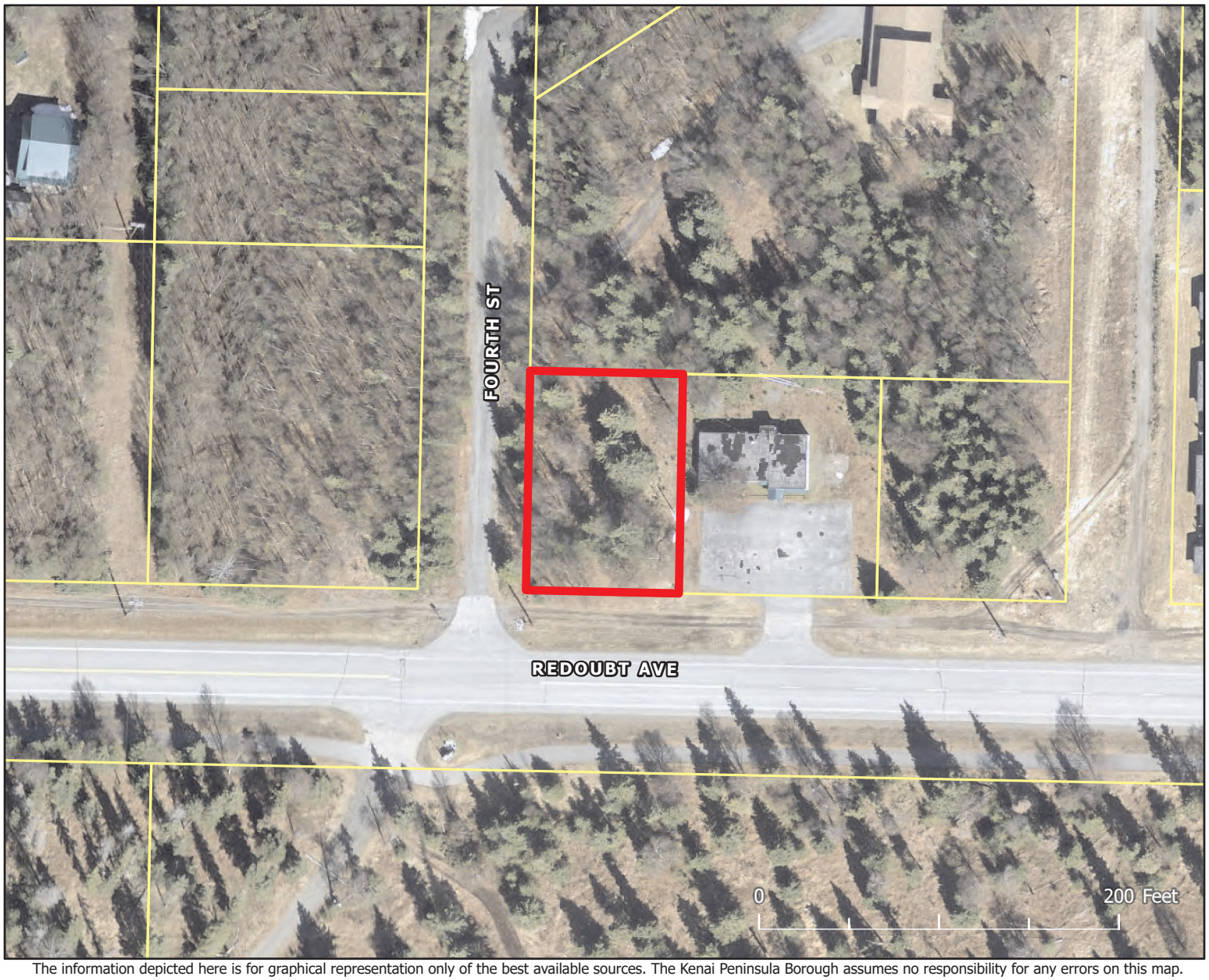


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MINIMUM BID: $TBD

Parcel No.: 03904016
General Location: City of Kenai
Acres: .21
Legal Description:
Lot Twenty-one (21), Block Eight (8), BLACK GOLD ESTATES SUBDIVISION, AMENDED, according to Plat No. K-1399, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03904016)



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MINIMUM BID: $TBD

Parcel No.: 03913001
General Location: City of Kenai
Acres: .23
Legal Description:
Lot One (1), Block One (1), MOMMSENS SUBDIVISION, 1988 ADDITION, according to Plat No. 91-12, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03913001)

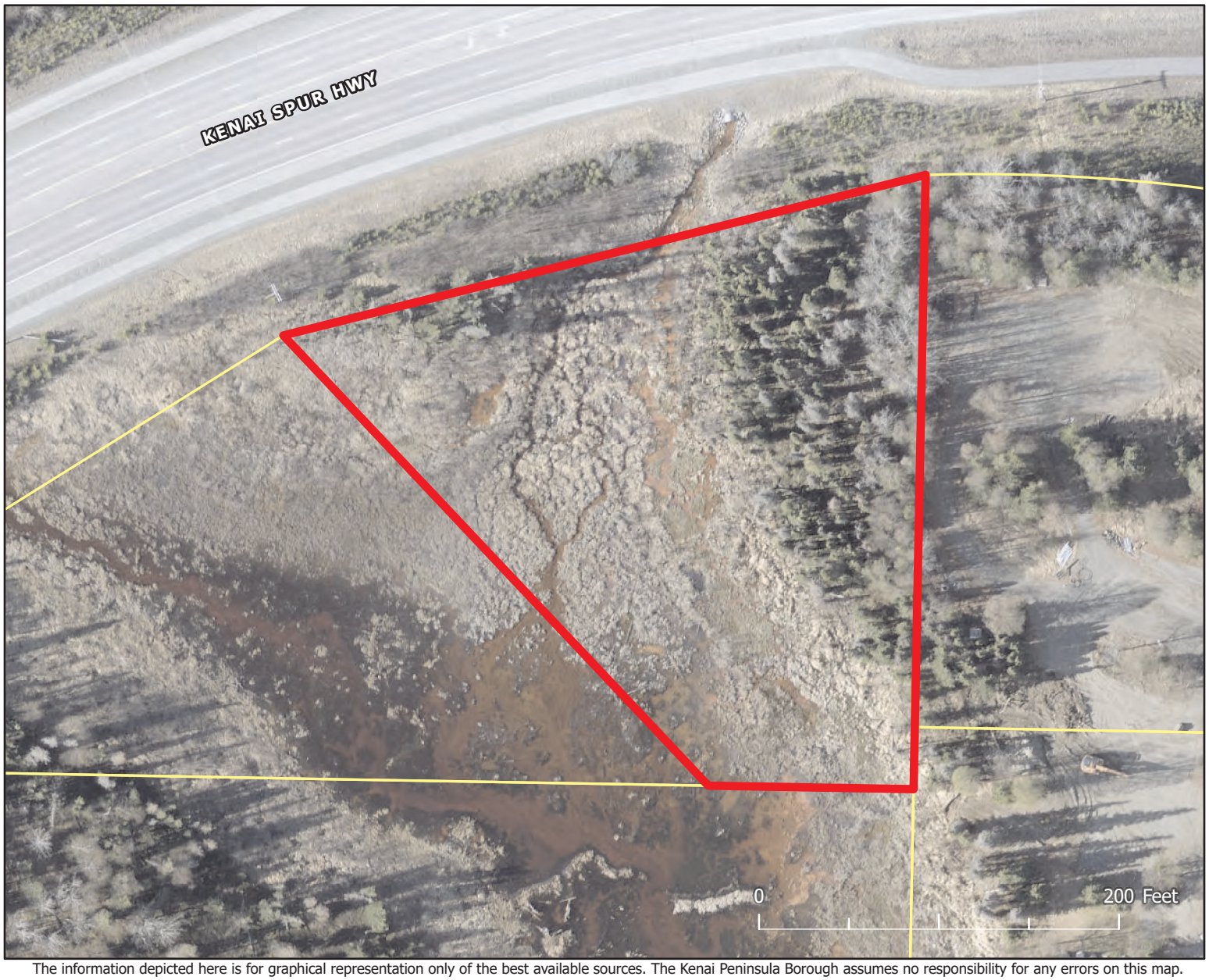


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MINIMUM BID: $TBD

Parcel No.: 03913003
General Location: City of Kenai
Acres: .29
Legal Description:
Lot Three (3), Block One (1), MOMMSENS SUBDIVISION, 1988 ADDITION, according to Plat No. 91-12, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 03913003)



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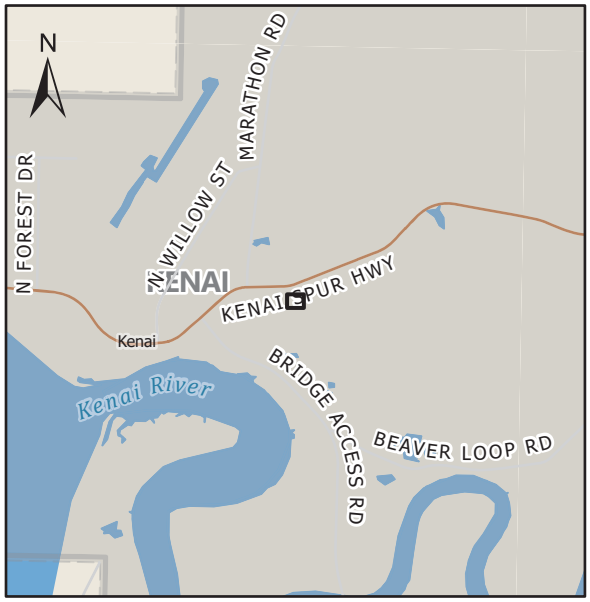


MINIMUM BID: $TBD

Parcel No.: 04508023
General Location: City of Kenai
Acres: 1.71
Legal Description:
Lot Two (2), JUSTA SUBDIVISION, according to Plat No. 2010-93, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 04508023)



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MINIMUM BID: $TBD

Parcel No.: 04915002
General Location: City of Kenai
Acres: .23
Legal Description:
Lot Two (2), Block Two (2), INLET VIEW SUBDIVISION FIRST REVISION, according to Plat No. K-1515, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 04915002)



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MINIMUM BID: $TBD

Parcel No.: 06306312
General Location: Sterling
Acres: .87
Legal Description:
Lot Seven (7), Block Two (2), SUMPTER SUBDIVISION, according to Plat No. K-525, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06306312)



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MINIMUM BID: $TBD

Parcel No.: 06319004
General Location: Sterling
Acres: .49
Legal Description:
Lot Four (4), SMITH-SLATER SUBDIVISION, NO. 1, according to Plat No. K-1352, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06319004)

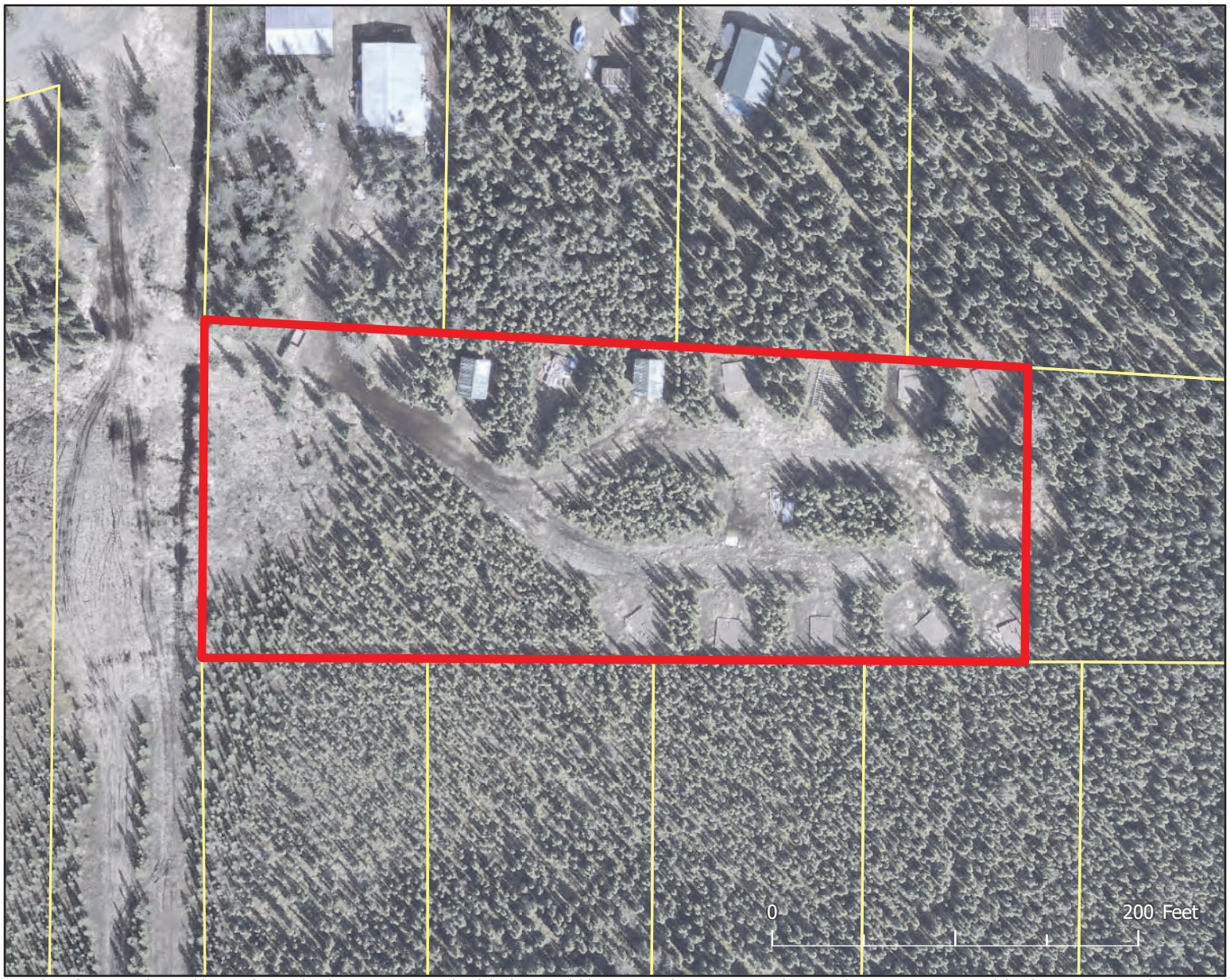


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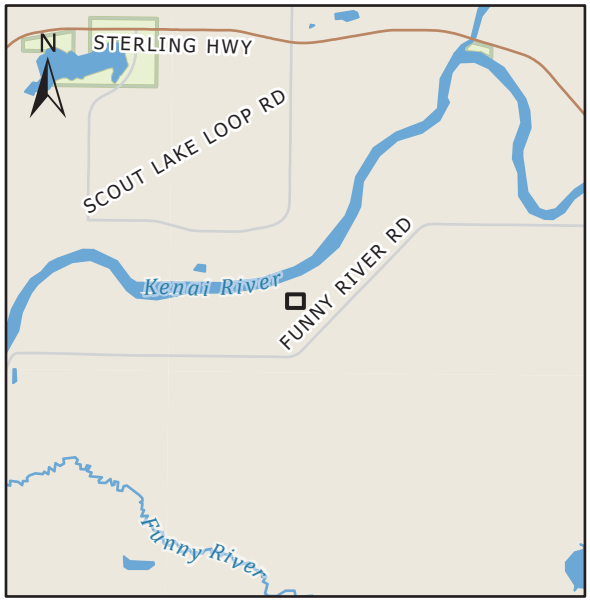


MINIMUM BID: $TBD

Parcel No.: 06349048
General Location: Sterling
Acres: 1.03
Legal Description:
Lot Ten "A" (10-A), Block Three (3), STERLING HEIGHTS SUBDIVISION, ADDITION NO. 2 PART 4 (Amended), according to Plat No. 86-94, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06349048)



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MINIMUM BID: $TBD

Parcel No.: 06648016
General Location: Funny River
Acres: 1.78
Legal Description:
Lot Sixteen (16), Block One (1), RIVER BRIDGE ESTATES SUBDIVISION, according to Plat No. 83-239, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06648016)



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MINIMUM BID: $TBD

Parcel No.: 06648050
General Location: Funny River
Acres: .94
Legal Description:
Lot One (1), Block One (1), RIVER BRIDGE ESTATES SUBDIVISION, according to Plat No. 83-239, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 06648050)



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MINIMUM BID: $TBD

Parcel No.: 13307202
General Location: Cohoe
Acres: 3.45
Legal Description:
Lot Two (2), SNYDER SUBDIVISION, 1982 ADDITION OF LOTS 2 and 3, according to Plat No. 84-263, Kenai Recording District, Third Judicial District, State of Alaska. (KPB PIN 13307202)



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MINIMUM BID: $TBD

Parcel No.: 15719003
General Location: Ninilchik
Acres: 1.18
Legal Description:
Lot Twenty (20), Block One (1), MY VIEW SUBDIVISION, according to Plat No. 73-857, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15719003)

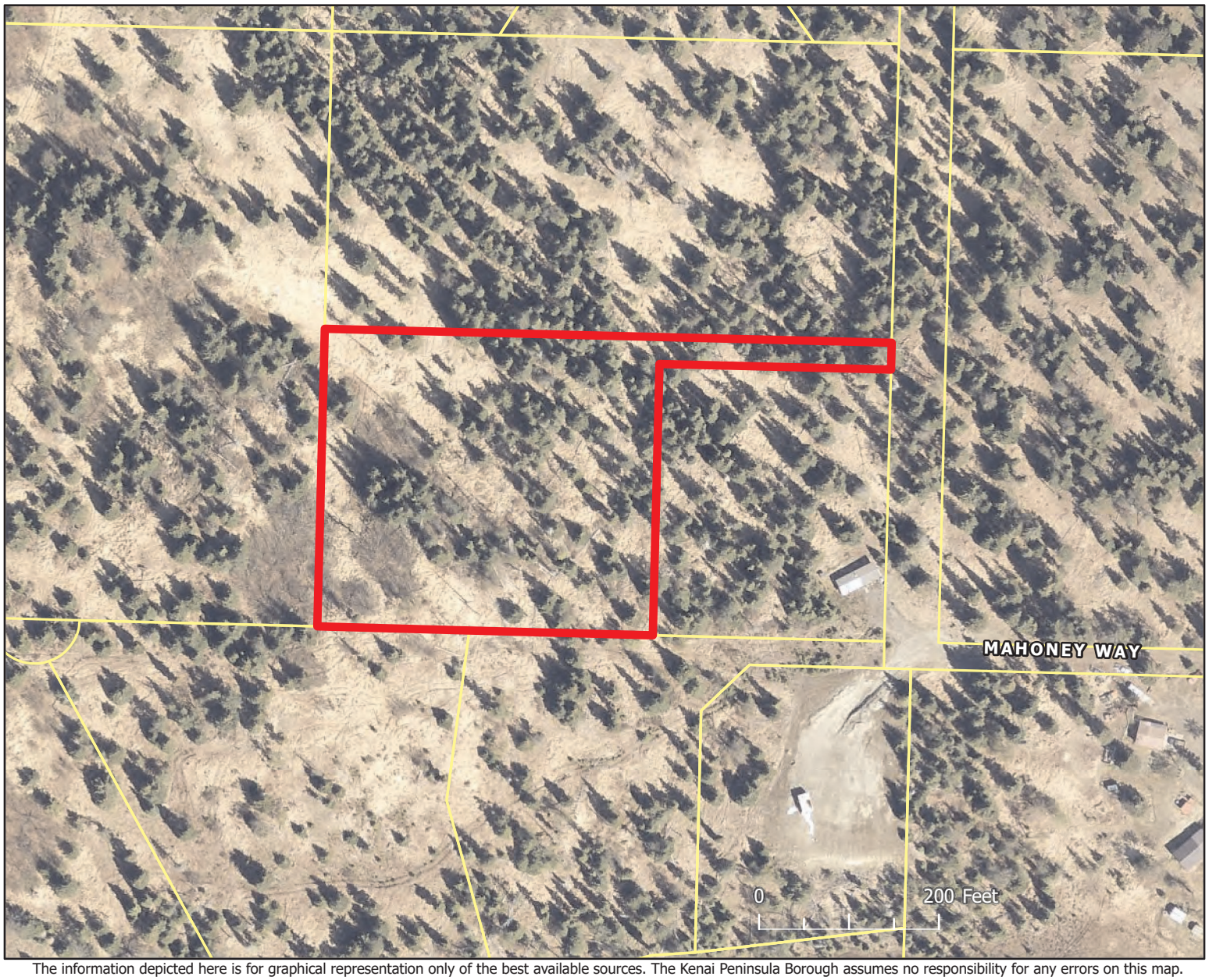


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MINIMUM BID: $TBD

Parcel No.: 15719004
General Location: Ninilchik
Acres: 1.18
Legal Description:
Lot Nineteen (19), Block One (1), MY VIEW SUBDIVISION, according to Plat No. 73-857, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15719004)



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MINIMUM BID: $TBD

Parcel No.: 15901304
General Location: Happy Valley
Acres: 3.00
Legal Description:
Lot Two "B" (2B), FITZHUGH SUBDIVISION, TOMS' ADDITION, according to Plat No. 89-40, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15901304)

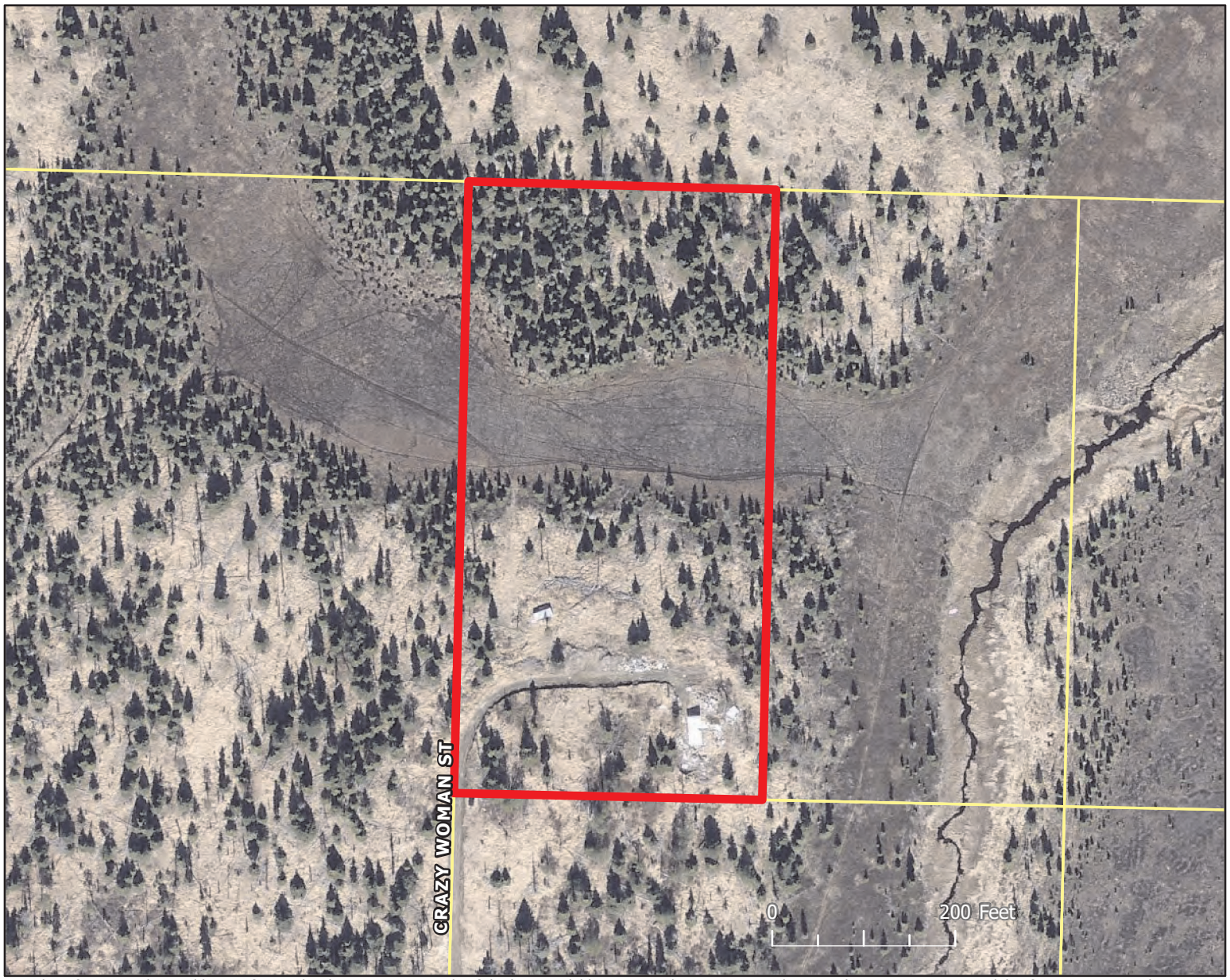


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MINIMUM BID: $TBD

Parcel No.: 15901305
General Location: Happy Valley
Acres: 1.77
Legal Description:
Lot Two "A" (2A), FITZHUGH SUBDIVISION, TOMS' ADDITION, according to Plat No. 89-40, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15901305)



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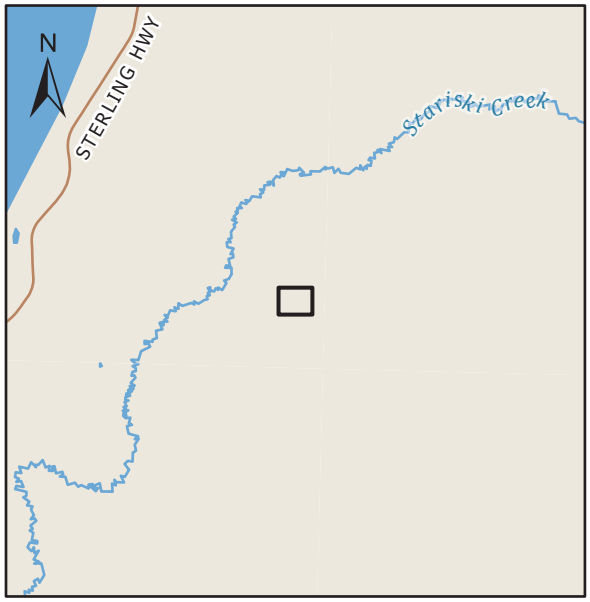


MINIMUM BID: $TBD

Parcel No.: 15912015
General Location: Happy Valley
Acres: 5.00
Legal Description:
Tract One (1), HAPPY CREEK HOMESITES SUBDIVISION, according to Plat No. 62-711, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15912015)

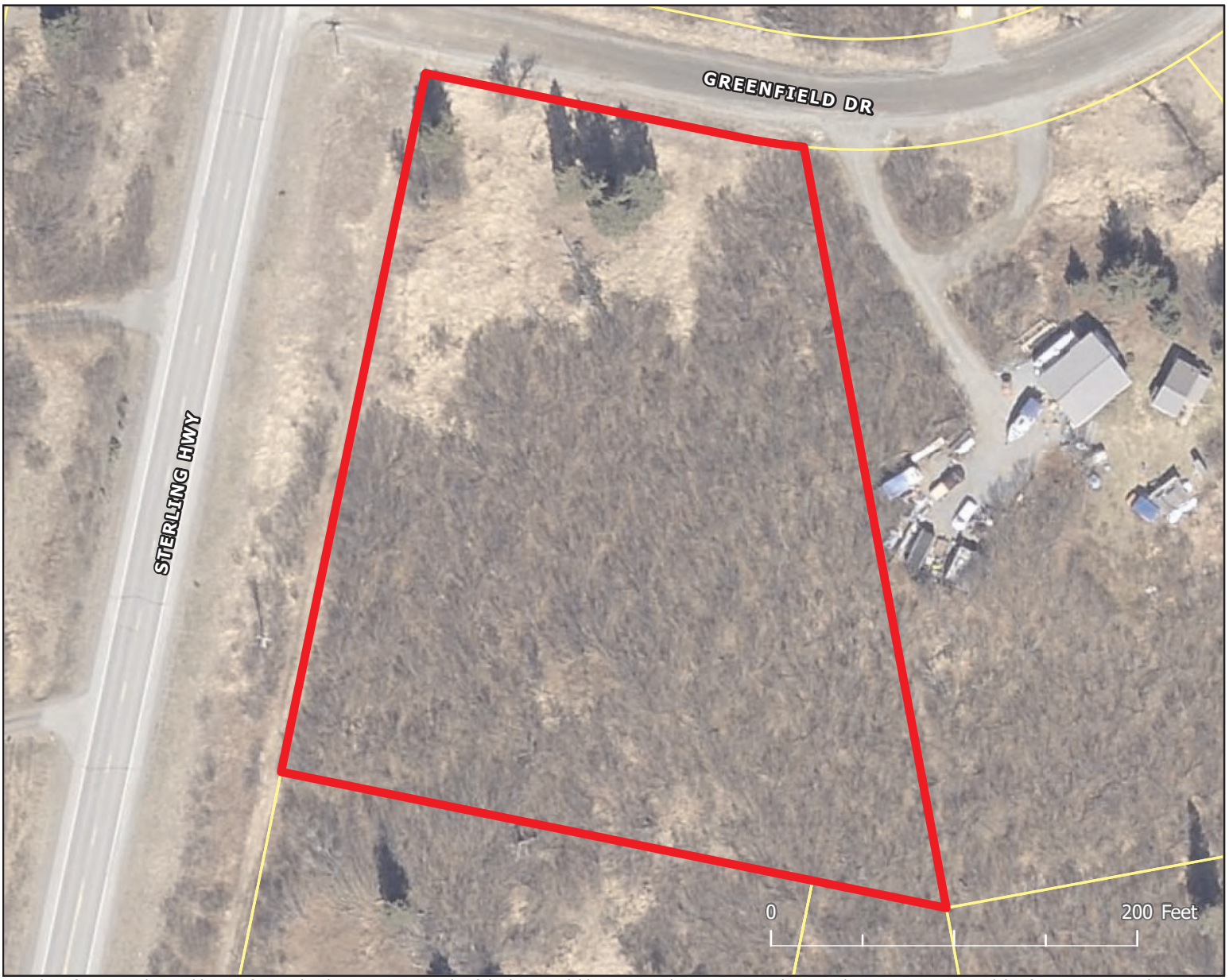


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MINIMUM BID: $TBD

Parcel No.: 15923017
General Location: Happy Valley
Acres: 5.00
Legal Description:
Tract Seventeen (17), HAPPY VALLEY 5 ACRE HOMESITES, according to Plat No. 62-629, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15923017)



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MINIMUM BID: $TBD

Parcel No.: 15944019
General Location: Happy Valley
Acres: 2.61
Legal Description:
Lot Four (4), Block Two (2), SEACLIFF SUBDIVISION UNIT 2, according to Plat No. 76-107, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 15944019)

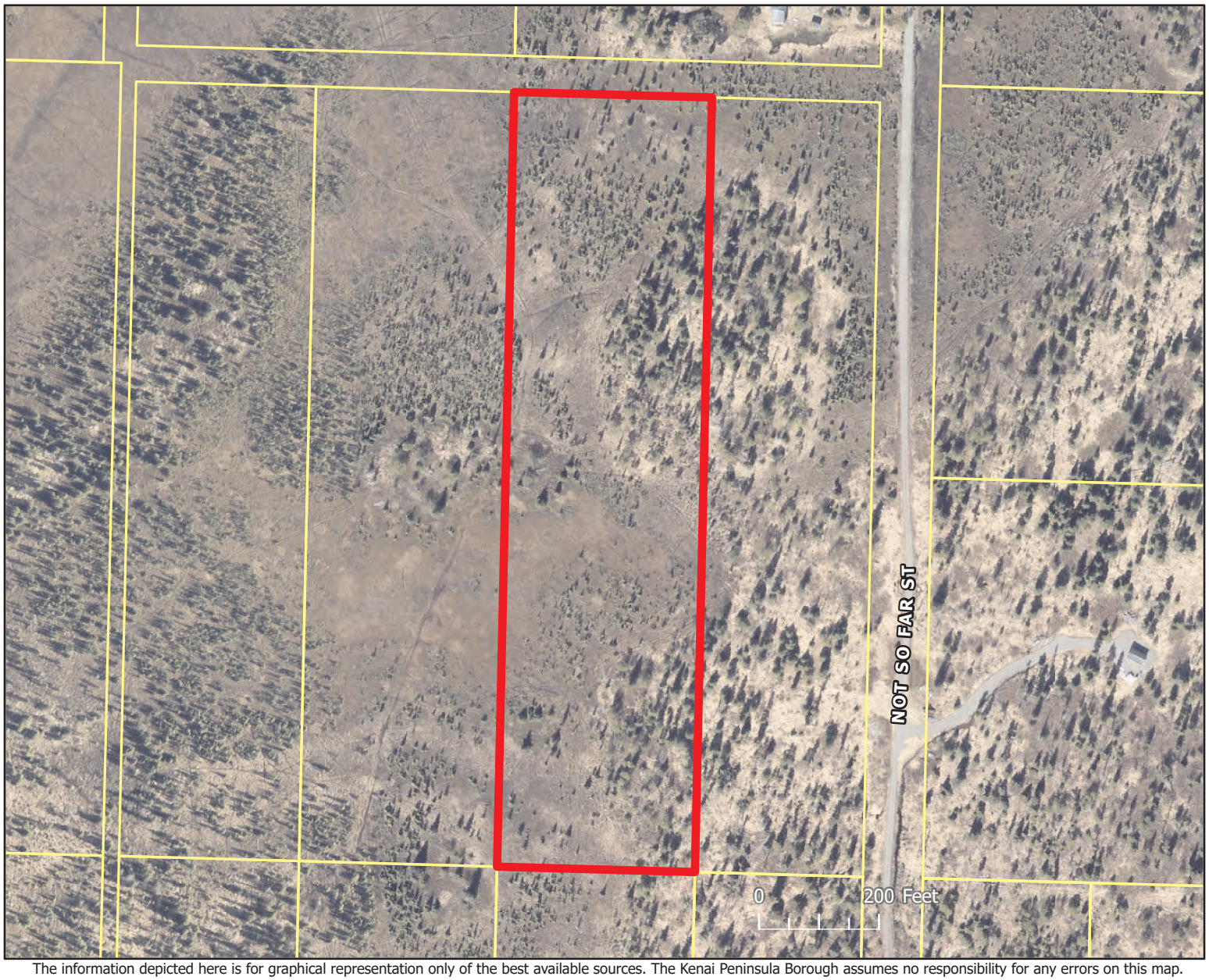


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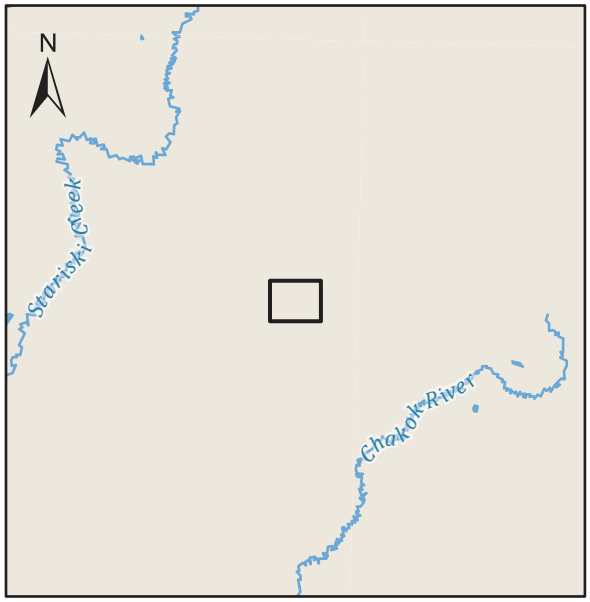


MINIMUM BID: $TBD

Parcel No.: 16525051
General Location: Anchor Point
Acres: 1.52
Legal Description:
Tract B-One (B-1), WILLIAMS NORTH FORK SUBDIVISION, CHESSER 1984 SUBDIVISION OF TRACT B AND TRACT C, according to Plat No. 84-60, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16525051)

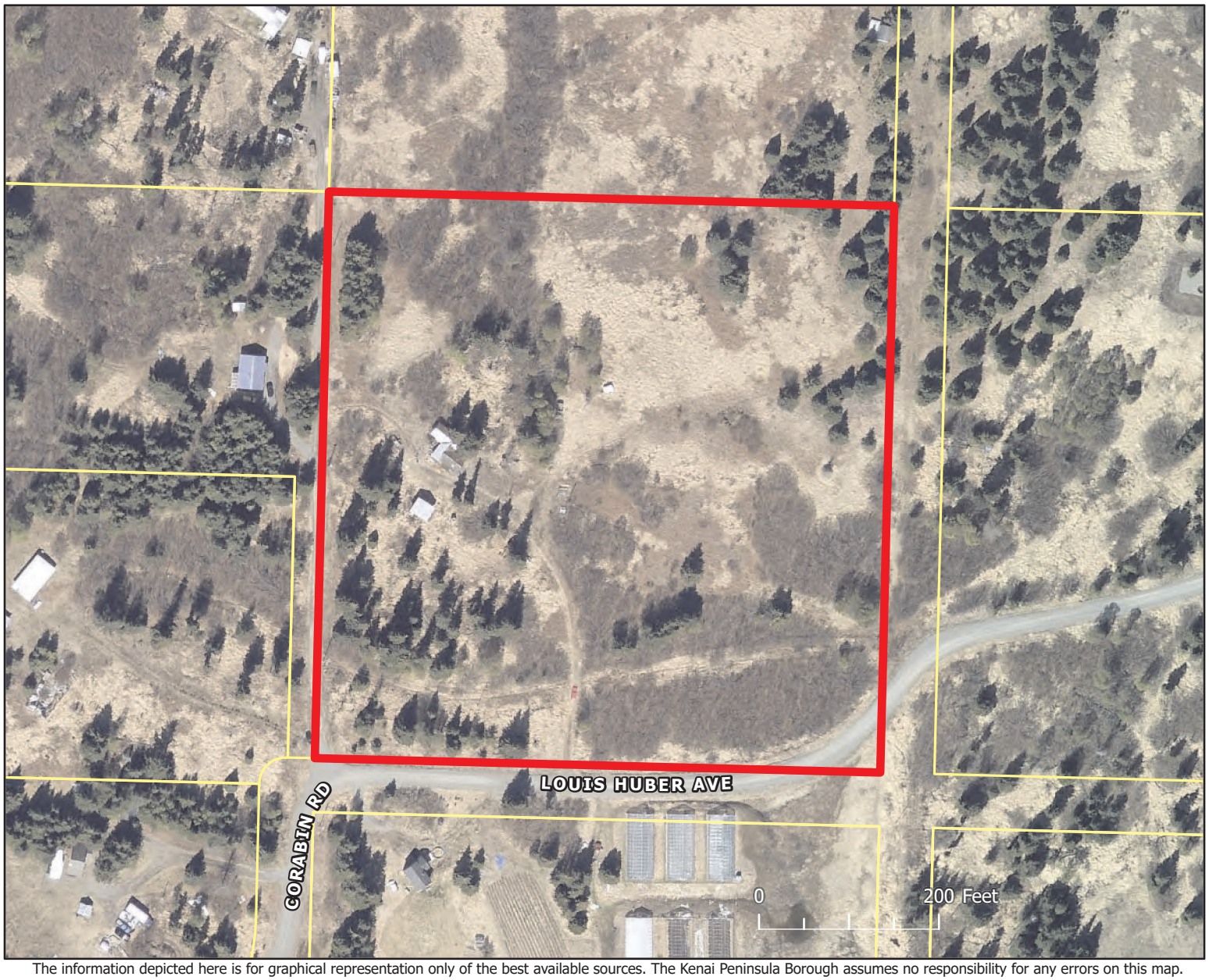


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MINIMUM BID: $TBD

Parcel No.: 16532007
General Location: Anchor Point
Acres: 9.77
Legal Description:
Tract Eighteen (18), HAATH ACRES SUBDIVISION, according to Plat No. 76-27, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16532007)



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MINIMUM BID: $TBD

Parcel No.: 16559005
General Location: Anchor Point
Acres: 9.13
Legal Description:
Lot Nine (9), OUTLOOK SUBDIVISION, ADDITION NO. 1 (Amended), according to Plat No. 83-123, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16559005)

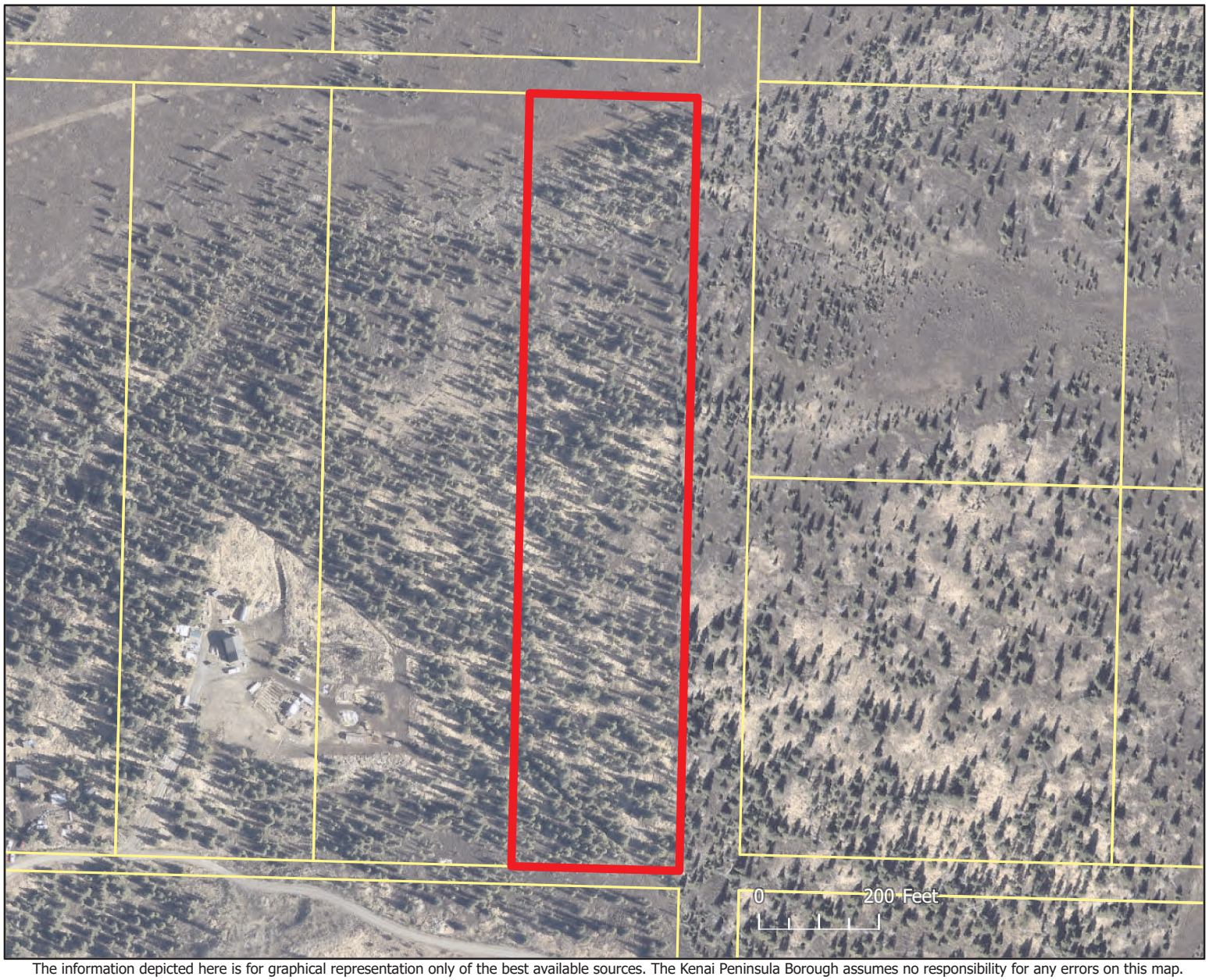


The information depicted here is for graphical representation only of the best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



MINIMUM BID: $TBD

Parcel No.: 16929013
General Location: Anchor Point
Acres: 0.08
Legal Description:
Lot Thirty-One (31), SILVER KING CAMP, AMENDED, according to Plat No. 83-51, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 16929013)



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MINIMUM BID: $TBD

Parcel No.: 17127008
General Location: Anchor Point
Acres: 7.74
Legal Description:
Tract Thirteen (13), INLET VIEW TRACTS SUBDIVISION, according to Plat No. 74-698, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17127008)

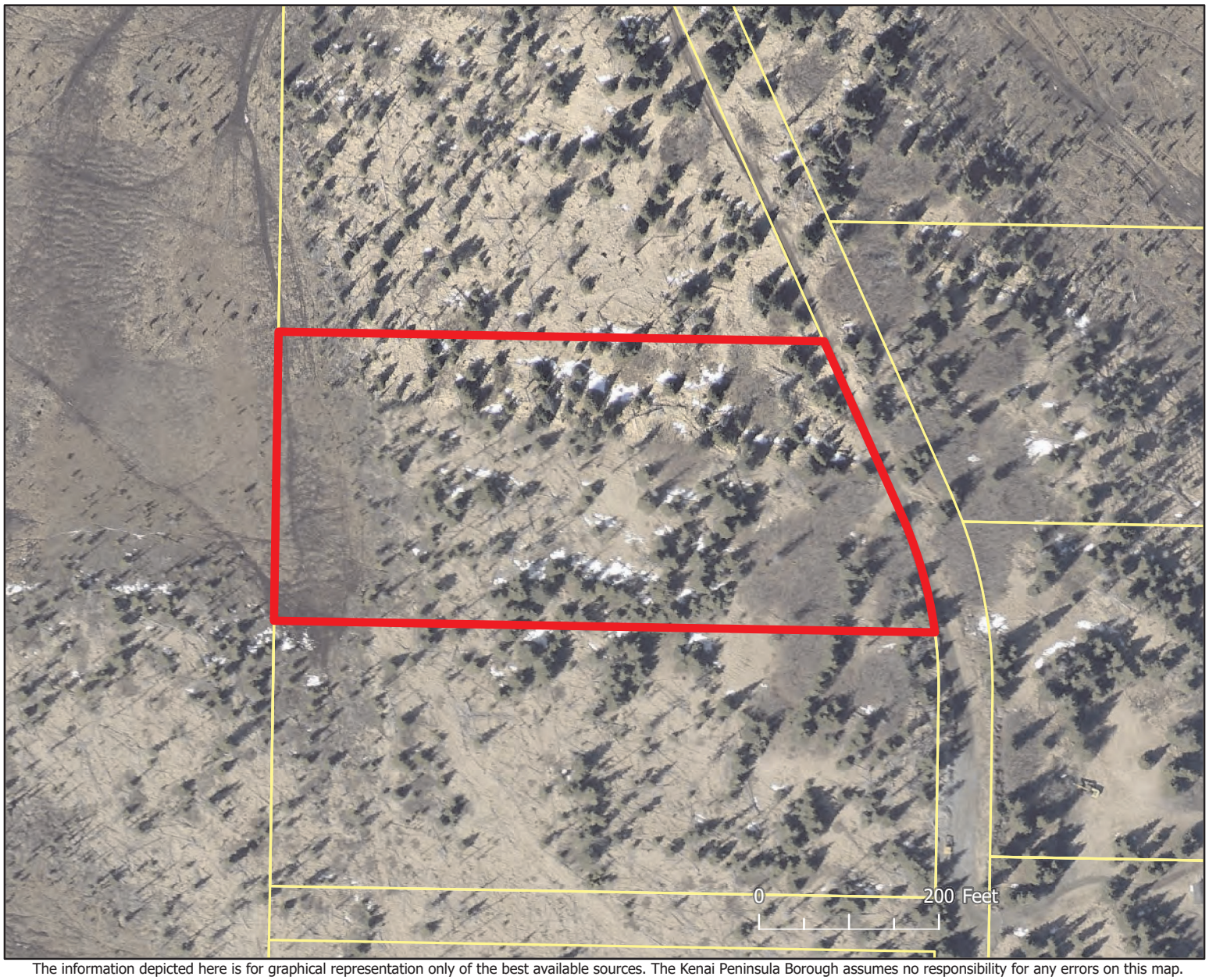


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MINIMUM BID: $TBD

Parcel No.: 17913312
General Location: City of Homer
Acres: 1.12
Legal Description:
Lot Forty-Seven (47), VIRGINIA LYN SUBDIVISION, according to Plat No. 61-256, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 17913312)



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MINIMUM BID: $TBD

Parcel No.: 18541012
General Location: Fox River
Acres: 5.00
Legal Description:
Lot Two (2), Block Seventeen (17), ALASKA STATE LAND SURVEY NO. 80-155, SOUTH CARIBOU LAKE SUBDIVISION, according to Plat No. 81-26, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 18541012)



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MINIMUM BID: $TBD

Parcel No.: 19326412
General Location: Bear Cove
Acres: 0.76
Legal Description:
Tract "E", ALASKA STATE LAND SURVEY NO. 73-47, according to Plat No. 75-25, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 19326412)

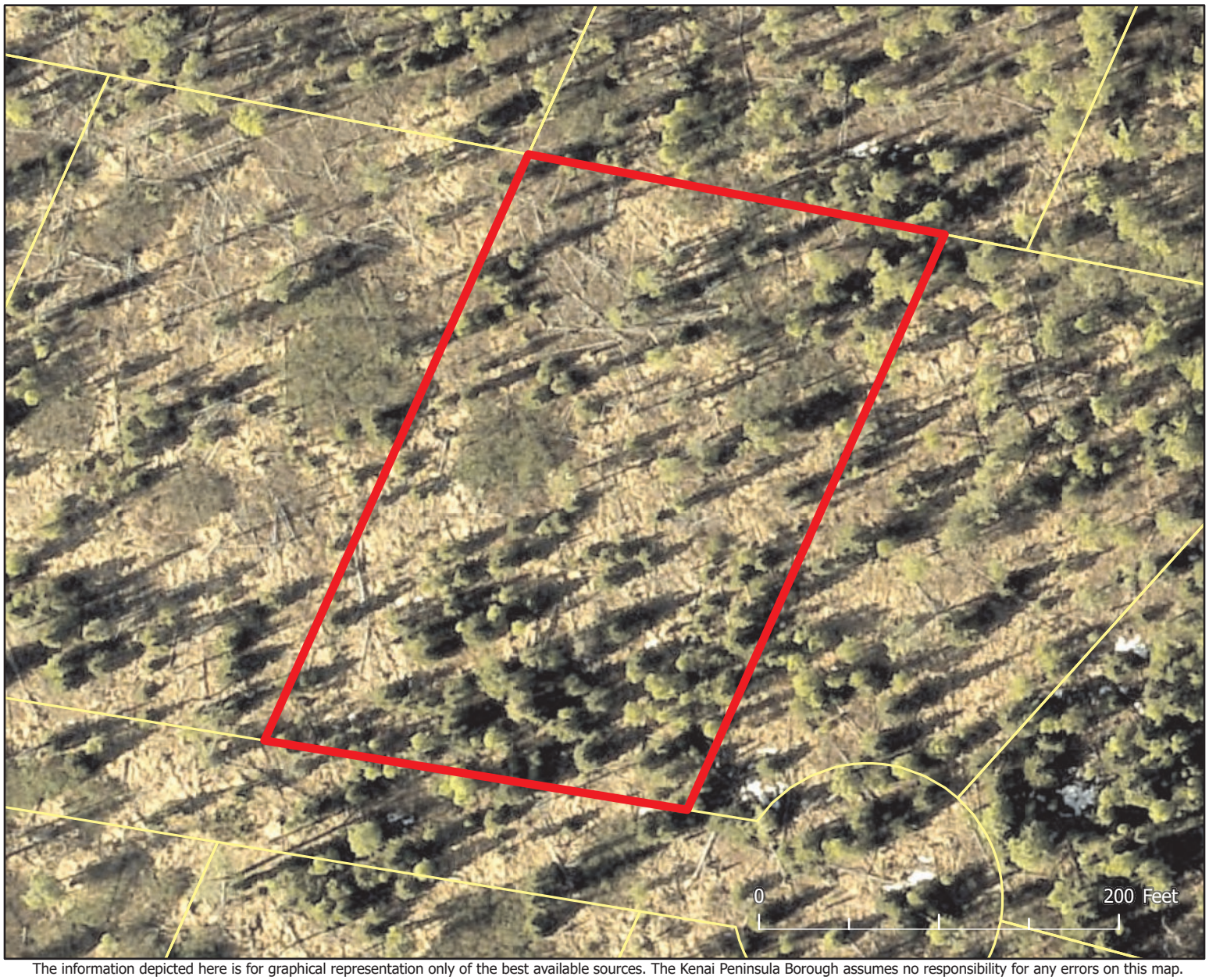


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MINIMUM BID: $TBD

Parcel No.: 19326413
General Location: Bear Cove
Acres: 1.53
Legal Description:
Tract "F", ALASKA STATE LAND SURVEY NO. 73-47, according to Plat No. 75-25, Homer Recording District, Third Judicial District, State of Alaska. (KPB PIN 19326413)



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MINIMUM BID: $TBD

Parcel No.: 21128016
General Location: Beluga
Acres: 1.86
Legal Description:
Lot Three (3), Block Five (5), THREE MILE CREEK SUBDIVISION (Amended), according to Plat No. 72-7, Anchorage Recording District, Third Judicial District, State of Alaska. (KPB PIN 21128016)

Introduced by:	Mayor
Date:	02/17/26
Hearing:	03/17/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2026-07

AN ORDINANCE AUTHORIZING THE KENAI PENINSULA BOROUGH TO ENTER INTO A LONG-TERM LEASE AGREEMENT WITH THE CITY OF SEWARD FOR OPERATION OF A PUBLIC OUTDOOR SHOOTING RANGE

WHEREAS, in 1998 the Kenai Peninsula Borough (KPB) entered into a 10-year lease agreement with the Seward American Legion for operation of a public outdoor shooting range on the cap of the old Seward landfill (portions of Parcel Nos. 14424004 and 14424005); and

WHEREAS, in 2005 the American Legion terminated that lease with KPB while in good standing; and

WHEREAS, in 2006 KPB entered into a 20-year lease with the City of Seward to continue operation of the shooting range; and

WHEREAS, the current lease term will expire on March 31, 2026; and

WHEREAS, the property is located in the City of Seward's Institutional Zoning District, which allows for shooting ranges by conditional use permit; and

WHEREAS, the City of Seward desires to continue operating the shooting range on the property and passed City of Seward Resolution 2026-008 to enter into a new, 20-year lease with KPB at an annual rental of One Dollar ($1.00); and

WHEREAS, once the lease is secured, the City of Seward will either manage the shooting range or enter into a new operating agreement with a third-party operator for on-site management; and

WHEREAS, the shooting range is an important public facility, as there is a demonstrated need for a safe, central, and controlled public shooting range on the eastern Kenai Peninsula for firearms education, local law enforcement firearms training, and other related activities; and

WHEREAS, the KPB Planning Commission, at its regularly-scheduled meeting on February 23, 2026, recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. That pursuant to KPB 17.10.100(I) and KPB 17.10.120(D), the assembly finds that entering into a Lease Agreement with the City of Seward at less than fair market value on that leased premises more particularly described as follows is in the best interests of KPB:

That portion of the S½ NW¼ NE¼ NE¼, the SW¼ NE¼ NE¼, and the N½ NW¼ SE¼ NE¼ of Section 28, Township 1 North, Range 1 West, Seward Meridian, Seward Recording District, Third Judicial District, State of Alaska, lying west of the solid waste service roadway, together with exclusive access along the access road beginning directly off of the Dieckgraeff Road right-of-way and leading to the leased premises. (Portions of Parcel Nos. 14424004 and 14424005)

Site Name: City of Seward Shooting Range

This finding is based upon the following fact:

1. The property will be used to maintain an existing public facility that will benefit the residents of Seward and the Eastern Kenai Peninsula.

SECTION 3. That the mayor is hereby authorized to negotiate and enter into a lease upon a portion of the property identified in Section 2, subject to all lease conditions required by this ordinance and the applicable provisions of KPB 17.10.

SECTION 4. That the annual rent shall be One Dollar ($1.00) for the 20-year term of the lease.

SECTION 5. Pursuant to KPB 17.10.230, the assembly authorizes an exception to the requirements of 17.10.080 "Classification and Reclassification of Borough Lands" and 17.10.110 "Notice of Disposition", based upon the following facts:

1. Special circumstances or conditions exist.

    a. The City of Seward has existing zoning regulations that justify an exception to classification.

    b. The City of Seward relies on this shooting range facility for official law enforcement purposes.

    c. The notice requirement is intended to make the public aware of an opportunity to purchase KPB property, which is unnecessary since the intent of the disposal is to lease the property solely to the City of Seward.

2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.

   a. The lease will continue a prior existing use of KPB-owned land.

   b. The Seward community has made valuable property improvements that it wants to preserve.

3. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.

   a. Previous shooting range activities have demonstrated compatibility with the site and other surrounding uses.

   b. Public use of the facility benefits the health and safety of area residents by reducing the amount of unauthorized, unorganized, and uncontrolled shooting.

SECTION 6. That the City of Seward will have ninety (90) days from the date of enactment of this ordinance to execute the lease agreement.

SECTION 7. That the mayor is authorized to execute a lease agreement substantially in the form of the one accompanying this ordinance, and any documents necessary to effectuate this ordinance.

SECTION 8. That rent revenue from the lease must be submitted to the KPB Finance Department and deposited into Land Management Account No. 250.00000.00000.36316.

SECTION 9. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstance will not be affected.

SECTION 10. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 2A84329C-CB5E-4EC4-A62B-5049DEFA9A77

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, KPB Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Brandi Harbaugh, Finance Director
Robert Ruffner, Planning Director
Aaron Hughes, Land Management Officer

FROM: Jennifer Shields, Land Management Agent

DATE: February 5, 2026

RE: Ordinance 2026-07, Authorizing the Kenai Peninsula Borough to Enter Into a Long-Term Lease Agreement with the City of Seward for Operation of a Public Outdoor Shooting Range (Mayor)

In 1998, the Kenai Peninsula Borough (KPB) entered into a 10-year lease agreement with the Seward American Legion to operate a public outdoor shooting range on the cap of the old Seward landfill (portions of Parcel Nos. 14424004 and 14424005). In 2005, the American Legion terminated that lease with KPB while in good standing.

In January 2006, the City of Seward entered into a 20-year lease agreement with KPB to continue operating the shooting range through a third-party operating agreement with the Iron Mountain Shooting Club. The current lease term will expire on March 31, 2026.

The City of Seward desires to continue operating the shooting range and has applied to KPB for a new 20-year lease at an annual rental of $1.00. Once the lease is secured, the City of Seward will either manage the shooting range or enter into a new operating agreement with a third-party operator for on-site management.

The shooting range is an important public facility, as there is a demonstrated need for a safe, central, and controlled public shooting range on the eastern Kenai Peninsula for firearms education, local law enforcement firearms training, and other related activities.

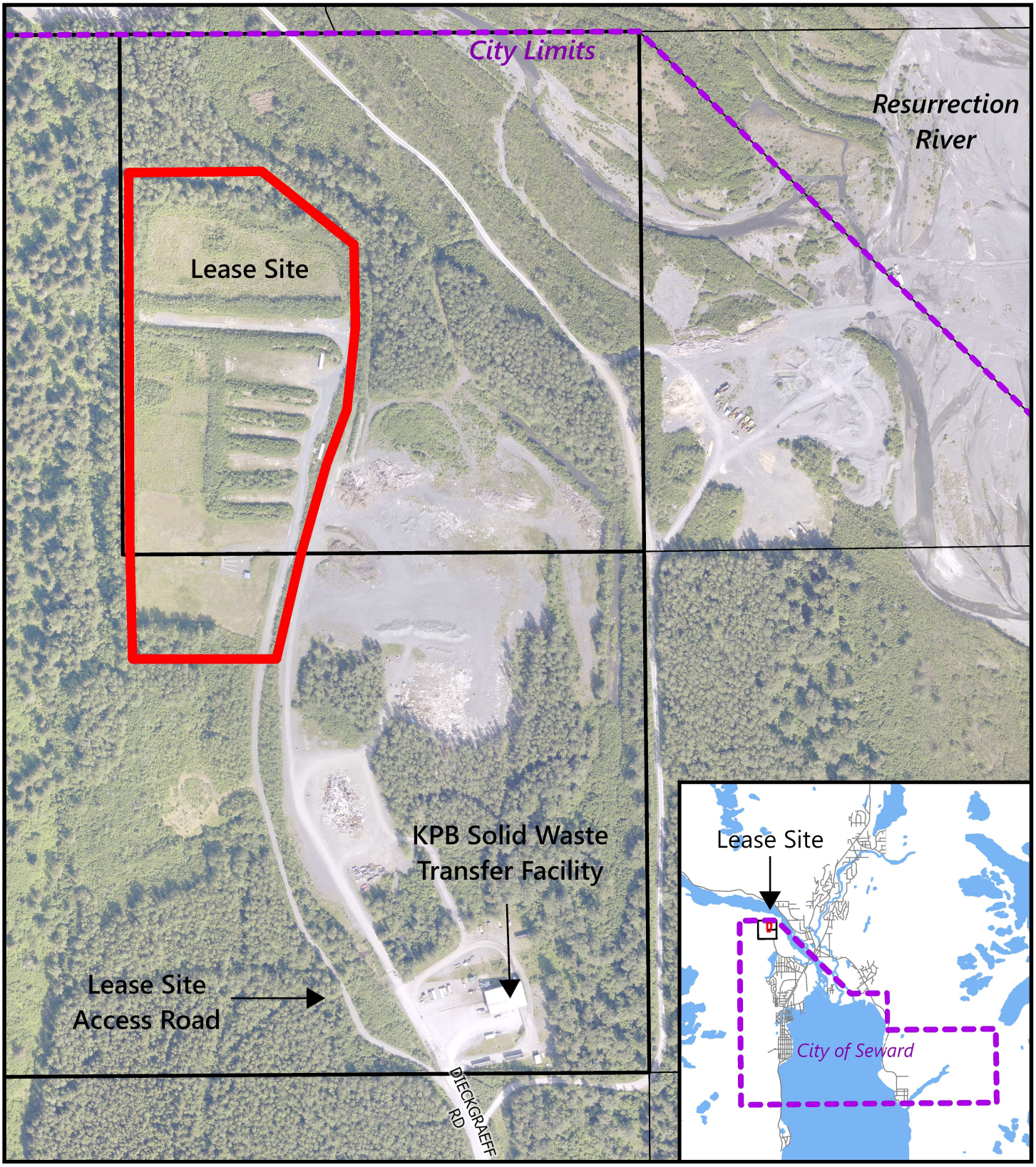
The KPB Planning Commission will hold a public hearing regarding the proposed lease during its regularly-scheduled meeting on February 23, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.

KENAI PENINSULA BOROUGH
Land Management

City of Seward
Public Outdoor Shooting Range Lease

N



0 440 880 1,320 ft

LMD25-85
Parcel No. 14424005

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Printed: 2/2/2026

LEASE AGREEMENT

This Lease Agreement (Agreement) is entered into by the Kenai Peninsula Borough, an Alaska municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB or Lessor), and the City of Seward, an Alaska municipal corporation, whose mailing address is 410 Adams Street, P.O. Box 167, Seward, AK 99664 (City or Lessee) (together, the Parties). This Agreement becomes effective on the date of signature by KPB (the Effective Date).

PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

1. Background. KPB owns certain real property located in the Kenai Peninsula Borough, in the State of Alaska, that is more particularly described in Exhibit 1 attached hereto (the Property). For good and valuable consideration, the Parties agree that KPB will grant Lessee the right to use a portion of the Property, the Leased Premises identified in Section 4, "Description of Property", in accordance with the terms of this Agreement.

2. Authorized Contact. All communications about this Agreement must be directed as follows, and any reliance on a communication with a person other than who is listed below is at the Party's own risk.

LESSOR

Name: Kenai Peninsula Borough
Attn: Land Management Division
Re: Lease No. _____
144 N. Binkley St.
Soldotna, AK 99669

LESSEE

Name: City of Seward, Alaska
Attn: City Manager
Re: City of Seward Shooting Range
410 Adams Street, P.O. Box 167
Seward, AK 99664

3. Contract Documents. As authorized by Kenai Peninsula Borough Ordinance 2026-___, this Agreement is the final and complete understanding of the Parties. The following Appendix and Exhibits are attached and are considered part of this Agreement as well as anything incorporated by reference or attached to those Appendix or Exhibits:

Appendix A: Lease Provisions Required by KPB 17.10
Exhibit 1: Description of the Property and the Leased Premises
Exhibit 2: Leased Premises Site Map
Exhibit 3: Memorandum of Lease

If in conflict, the order of precedence will be: the Agreement, Appendix A, Exhibit 1, Exhibit 2, and Exhibit 3.

PART II. LEASE DESCRIPTION AND TERMS

4. Description of Property. Subject to the terms and conditions of this Agreement, KPB hereby grants to Lessee a leasehold interest in and to that certain portion of the Property containing approximately fifteen (15) acres, as described and depicted on Exhibit 1 and Exhibit 2 of this Agreement, attached hereto (collectively, the Leased Premises), for the operation of a Public Outdoor Shooting Range as defined in Section 12, "Use", together with exclusive access along the Access Road beginning directly off of the Dieckgraeff Road right-of-way and leading to the Leased Premises, as depicted on Exhibit 2 of this Agreement.

5. Term.

(a) The term will be twenty (20) years (the Term), commencing on the Effective Date.

(b) Should Lessee, or any third-party operator of Lessee, hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover will constitute and be construed as a tenancy from month-to-month only, upon the same terms and conditions.

6. Termination.

This Agreement may be terminated, without penalty or further liability, as follows:

(a) by Lessee upon thirty (30) days prior written notice to KPB, if Lessee, or any third-party operator of Lessee, is unable to obtain or maintain any required insurance, approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the operation of a shooting range as now or hereafter intended by Lessee; or if Lessee determines, in its sole discretion, that the cost of or delay in obtaining or retaining the same is commercially unreasonable; or

(b) by Lessee upon sixty (60) days prior written notice to KPB for any reason or no reason, so long as Lessee pays KPB a termination fee equal to the remaining Rent due under the current Term until such Term expires, and subject to removal requirements contained within Section 15, "Equipment, Fixtures, and Removal".

(c) by KPB in the event of a default in the performance or observance of any of the Agreement terms or conditions, and if such default continues thirty (30) days after written notice of the default, KPB may cancel the Agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time in which the contract is in default.

7. Rent. Beginning on the Effective Date, the annual lease rental for the term of this lease is One Dollar ($1.00), payable on or before the anniversary of the Effective Date of every year of the Term.

8. Taxes. Lessee must pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Public Outdoor Shooting Range as defined in Section 12, "Use", located on the Leased Premises, including any taxable private leasehold interests.

9. Development Plan and Operating Agreement.

(a) Per KPB 17.10.140(B)(1), this Agreement requires a Development Plan to be submitted by the Lessee for review and written approval by the KPB Planning Department. A development plan establishes the mutual understanding between KPB and Lessee as to how the Leased Premises will be used and improved by Lessee. If a development plan references or relies on a third-party Operating Agreement, such Operating Agreement must be a part of the Development Plan.

(b) Modifications to an approved Development Plan may be made pursuant to prior written approval by the KPB Planning Department.

10. Landfill Post-Closure Care.

(a) Land Fill Cap Damage Prevention. The Property is situated atop a landfill cap. Lessee must take all necessary precautions to prevent damage to the landfill cap. Berms may be developed only above the existing ground elevation. Buried waste must not be exposed and grass and trees must not be disturbed. Installation of anchors, posts or other activities which require boring into the ground must first be approved

in writing by the KPB Solid Waste Department.

(b) Contamination. Lessee acknowledges the presence of the landfill on the Property and the fact that the Leased Premises has been used as a shooting range for many years. Soil or water contamination resulting from Range activities during the term of this Agreement must be remediated by Lessee.

(c) "As Is, Where Is" Condition. Lessee has previously operated the Range on the Leased Premises, has had full opportunity to examine the Leased Premises for the presence of any hazardous materials, and accepts the Leased Premises in an "as is, where is" condition.

(d) The KPB Solid Waste Department may at any time close off any portion of the Leased Premises to Range use when necessary to perform landfill post-closure site work, monitoring, or other activities.

11. KPB Solid Waste Activities.

(a) Priority Given to KPB Solid Waste Department Activities. KPB's activities upon the Property may include stockpiling, sorting recycling, burying, crushing burning, blasting, composting and hauling materials; landscaping and erosion control; landfill post-closure site work and monitoring; and daily operations. These activities result in public traffic and heavy equipment operating on the Property and other operations that require constant safety controls. KPB's activities and safety concerns on this site and upon the Property are superior to Lessee's interests granted by this Agreement. Lessee must control all activities within the Leased Premises in a manner to avoid interference with KPB's primary activities on the Property.

(b) Conflict with Solid Waste Operations. KPB may cancel this Agreement with thirty (30) days written notice if lease activities interfere with transfer site operations or if KPB must conduct site work that requires the Leased Premises to be vacated. In the event that Lessee does not abide by the conditions set forth in this lease, KPB may immediately halt all activities on the Leased Premises until corrective action is taken.

12. Use.

(a) General. The Leased Premises are being leased for the purpose of operating a public outdoor shooting range and associated facilities to include, without limitation, berms, fencing, gates, and parking areas (collectively, the Range). The Leased Premises must be used for the purposes within the terms and conditions of this Agreement and in conformity with a KPB-approved Development Plan. Lessee may, subject to the foregoing, make any improvement, alteration, or modification to the Leased Premises as are deemed appropriate by Lessee for the permitted use herein, pursuant to prior written approval by KPB.

(b) Use By General Public. Lessee agrees to allow the general public use of the Range. Such general public use must be restricted to those hours during which a certified and designated Rangemaster is on the Leased Premises. Lessee must ensure all Range users are informed of rules, safety standards, and restrictions.

(c) Use by Law Enforcement. Notwithstanding any other requirements, law enforcement officers may use the Leased Premises for training at all reasonable times.

(d) General Rules. Lessee must operate the Range in accordance with this Agreement, including but not limited to the following general rules of use:

(1) All activities on the Leased Premises will be in accordance with National Rifle Association (NRA) standards and guidelines, and the best management practices for use of lead in outdoor shooting ranges as established by the U.S. Environmental Protection Agency (EPA), each as amended from time to time.

DRAFT

(2) Consumption of alcoholic beverages or use of marijuana on the Leased Premises is prohibited. Lessee and its representatives agree to monitor and enforce this prohibition.

(3) Conduct. Any activity conducted on the Leased Premises which is deemed harmful to the property or is deemed to be not reasonably safe is prohibited. Lessee agrees to adopt and post rules for safe and proper conduct, to designate and post areas of prohibited entry, and to enforce all rules to the extent possible.

(4) Lessee shall collect all litter, shells, casings, and other materials resulting from Range activities on a weekly basis.

(5) Lessee shall be responsible for all environmental matters related to or deemed to be a direct result of the Lessee's intended use.

13. Security.

(a) Lessee shall be responsible for the control of all berms, fencing, gates, access roads, and parking areas within the Leased Premises, and agrees to maintain same in a safe and sound condition for the duration of the Term.

(b) Where not otherwise controlled, signs shall be posted to delineate restricted access areas. Lessee may also undertake any other appropriate means necessary to restrict access to the Range, including, without limitation, posting signs for security purposes.

(c) Lessee may elect, at its own expense, to construct additional enclosures and/or fences as Lessee reasonably determines to be necessary to secure its improvements situated upon the Leased Premises.

14. Access, Maintenance, and Utilities.

(a) Access. KPB for itself, its successors and assigns, hereby grants and conveys unto Lessee, its third-party operator, employees, agents, contractors, customers, and invitees, exclusive access for ingress and egress across an existing Access Road to the extent depicted on Exhibit 2, subject to the terms and conditions herein set forth. Lessee agrees to restrict general public access to the Range at all times outside of hours of operation. No parking shall be allowed upon the Access Road leading to the Leased Premises. During the Term, Lessee must perform all Access Road repair, maintenance, and snow removal, and must keep culverts and drainage ditches along the Access Road open to prevent ponding or erosion.

(b) Maintenance. Lessee agrees to use the Leased Premises in a manner that does not cause material damage to the condition of the Leased Premises, and will keep and maintain the Leased Premises and related, non-exclusive access, in good condition and free of fire hazards. Lessee must take all reasonable precautions to prevent, and take all reasonable actions to suppress, destructive and uncontrolled grass, brush, and forest fires on the Leased Premises, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Leased Premises is located.

(c) Utilities. Lessee is solely responsible for installing separate meters for utility use and payment, as applicable, and may not connect to any KPB-owned electrical, communication, or other utility without KPB's prior written approval. KPB agrees to cooperate with Lessee's efforts to obtain such utilities and services.

15. Equipment, Fixtures, and Removal.

Lessee and its third-party operator, employees, agents, and contractors will have the right to erect,

install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate. Such property, including the Range and other equipment, structures, fixtures, signs, and personal property, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its third-party operator. Unless otherwise agreed to in writing by the Parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the Range for a period of six (6) consecutive months (the Removal Period), Lessee must remove its improvements and perform all obligations under this Agreement during the Removal Period. Any property not so removed will be deemed abandoned and may be removed and disposed of by KPB in such manner as KPB may determine, without any obligation on the part of KPB to account to Lessee for any proceeds therefrom. Time is of the essence.

16. Covenants, Warranties, and Representations.

(a) KPB represents and warrants that KPB is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Lessee in writing prior to the execution hereof, and that KPB alone has full right to lease the Leased Premises for the Term.

(b) KPB may not do or knowingly permit anything during the Term that will unreasonably interfere with or negate Lessee's quiet enjoyment and use of the Leased Premises or cause Lessee's use of the Leased Premises to be in nonconformance with applicable local, state, or federal laws.

(c) To the best of KPB's knowledge, KPB has complied with, and will comply with, all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by KPB or, to the knowledge of KPB, by any prior owner or user of the Property. To the knowledge of KPB, there has been no release of or contamination by hazardous materials on the Property.

(d) Subject to Section 14, "Access, Maintenance, and Utilities", Lessee will have access to all utilities required for the operation of Lessee's improvements on the Leased Premises that are existing on the Property.

(e) Except for the Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, nor any equity or interest in KPB if KPB is an entity; and there are no parties (other than KPB) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

(f) Each Party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement. Nothing in this Agreement, including such cooperation, will be construed as creating a partnership between the Parties.

17. Required Insurance Coverages. Insurance coverages required under this Agreement must be primary and exclusive of any other insurance carried by KPB. Minimum levels of insurance coverage required under this Agreement will remain in effect for the life of this Agreement. If Lessee's policies contain higher limits, KPB will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be delivered to KPB at the time of submission of the signed Agreement. KPB may request copies of required policies and endorsements, which must be provided within ten (10) days of KPB's request. Updated certificates must be provided upon insurance coverage renewal, where applicable.

(a) Lessee must provide and maintain commercial general liability insurance (CGL). The CGL policy must be written on an occurrence basis and with a limit of not less than one million dollars ($1,000,000.00)

per occurrence and three million dollars ($3,000,000.00) aggregate. If necessary to provide the required limits, the CGLs policy's limits may be layered with an umbrella or excess liability policy. This policy must name KPB as additional insured with a waiver of subrogation.

(b) Lessee must provide and maintain commercial automobile liability insurance. The commercial automobile liability policy must include a combined single limit of not less than one million dollars ($1,000,000.00). Coverage must include non-owned and hired car coverage. This policy must name KPB as additional insured with a waiver of subrogation.

(c) Lessee must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation will be waived.

(d) Property Insurance: Insuring against all risks of loss to any Lessee improvements at full replacement cost with no insurance penalty provision. Lessee will have the right to self-insure such Property Insurance.

(e) No Representation of Coverage Adequacy. By requiring insurance herein, KPB does not represent that coverage and limits will necessarily be adequate to protect Lessee, contractor(s) or subcontractor(s) of any tier, and any such coverage and limits will not be deemed as a limitation on the liability of the Lessee, contractor(s) or subcontractor(s) of any tier under the indemnities granted to KPB in this Agreement.

(f) Notwithstanding the foregoing, Lessee's obligations to provide insurance may be met by providing evidence of fiscal responsibility or self-insurance that is acceptable to KPB. Lessee warrants that it has the capacity to self-insure for the risks and coverages specified and will provide evidence of the lines and limits of coverage specified in "Required Insurance Coverages" in this Section. Lessee must provide KPB with proof of continuing ability to provide self-insurance within thirty (30) calendar days of any written request by KPB for such proof. If there is any change in the ability to self-insure, Lessee must provide KPB with immediate notice of such change and must immediately purchase insurance as set forth in this Section.

18. Non-Exclusivity. KPB acknowledges and agrees that, except as may be disclosed to Lessee in writing prior to the execution hereof, there are no prior existing rights, uses, or authorization granted to third parties or retained by KPB to locate improvements below grade to the Leased Premises. Upon at least sixty (60) days prior written notice to Lessee, KPB reserves the right to grant further or additional rights or authorization to locate improvements below grade or in proximity to the Leased Premises to the extent such rights or authorizations do not unreasonably interfere with Lessee's equipment or operations.

19. Lessee Liabilities. In addition to other liabilities under this Agreement, Lessee has the following liabilities and agrees:

(a) That Lessee assumes all risk of loss, damage, or destruction to Lessee's improvements on the Leased Premises;

(b) That Lessee will comply with all applicable federal, state, and local laws or regulations, including relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, permitting, construction, operation and maintenance of any facility, improvement or equipment on the Leased Premises;

(c) That KPB has no duty, either before or during the lease Term, to inspect the Leased Premises or

warn of hazards and if KPB inspects the Leased Premises, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This Section will survive the termination or revocation of this Agreement, regardless of cause; and

(d) That Lessee has an affirmative duty to protect from damage the Property and interests of KPB related to this Agreement.

20. Indemnification. Lessee agrees to defend, indemnify, and hold harmless KPB, its employees, public officials, and volunteers, with respect to any action, claim, or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice from KPB of any action, claim, or lawsuit. KPB will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against KPB relating to Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless KPB as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of KPB, its employees, public officials, and volunteers.

21. Inspections. KPB reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Agreement. Except in case of emergency, KPB will provide Lessee with at least forty-eight (48) hours' prior written notice of KPB's intention to enter upon and inspect the Leased Premises. Lessee reserves the right to have a representative present at all times during KPB's inspection.

22. Force Majeure. The time for performance by KPB or Lessee of any term, provision, or covenant of this Agreement will be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of KPB or Lessee, as the case may be.

23. Default. The failure of Lessee or KPB to perform any of the covenants of this Agreement will constitute a default. The non-defaulting Party must give the other written notice of such default, and the defaulting Party must cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, the defaulting Party must provide prompt notice of inability to cure and provide a plan to cure the default within a time frame provided. The time for curing a default will be extended for such period of time as may be necessary and reasonable; however, in no event will this extension of time to cure be in excess of ninety (90) days, unless agreed upon in writing by the non-defaulting Party.

24. Remedies. Should the defaulting Party fail to cure a default under this Agreement, the non-defaulting Party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

25. Lessee Mortgages.

(a) KPB consents to the granting by Lessee of a lien and security interest (each, a Lessee Mortgage) in Lessee's interest in this Agreement and all of Lessee's personal property and fixtures attached to the real property described herein to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a Lender) only to the extent and amount necessary to maintain

improvements on the Leased Premises. The Lessee may not encumber the leasehold interest or the Leased Premises to finance projects or improvements outside of the Leased Premises. KPB agrees to recognize Lender as Lessee hereunder upon any such exercise by Lender of its rights of foreclosure. Any such encumbrance will be subordinate to KPB's rights and interest in the Leased Premises and the Property. Any such encumbrance will be limited to the Lessee's interest in the Leased Premises. It is a material breach of this Agreement for Lessee to attempt to encumber any interest in KPB's title to or interest in the Leased Premises or the Property.

(b) KPB acknowledges that nothing contained herein will be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Lessee under this Agreement. No Lender may become liable under the provisions of this Agreement unless and until such time as the Lender assumes ownership of the leasehold estate created hereby and agrees to comply with the terms and conditions of this Agreement or any extensions and modifications thereof.

26. Miscellaneous.

(a) Survival. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

(b) Non-waiver. Failure of a Party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a Party's rights hereunder, will not waive such rights.

(c) Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflict of law principles. Any lawsuits filed in connection with this Agreement must be filed and prosecuted in the Third Judicial District, State of Alaska, at Kenai, Alaska.

(d) Bind and Benefit. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

(e) Memorandum. A short-form Memorandum of Lease may be recorded at KPB's or Lessee's option in the form as depicted in Exhibit 3, attached hereto. KPB will promptly execute any Memorandum of Lease or Memorandum of Amendment to Lease, or corrective amendments thereto, upon written request of Lessee.

(f) W-9. As a condition precedent to payment, KPB agrees to provide Lessee with a complete IRS Form W-9, or its equivalent, upon execution of this Agreement.

(g) Counterparts. This Agreement may be executed in counterpart, each of which when so executed and delivered will be considered an original and all of which when taken together will constitute one and the same instrument.

(h) Amendment. This Agreement may be amended in writing upon mutual agreement of the Parties.

(i) Entire Agreement. This Agreement and its Appendix, Exhibits, or incorporated attachments hereto, constitute the entire agreement and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

[**SIGNATURES BEGIN ON NEXT PAGE**]

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PART III. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

By: _____
Peter A. Micciche, Borough Mayor

Date: _____

LESSEE: City of Seward
an Alaska municipal corporation

By: _____
Kat Sorenson, City Manager

Date: _____

ATTEST:

_____
Michele Turner CMC, Borough Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Wayne Cary, Deputy Borough Attorney

Date: _____

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LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 20____, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

_____
Notary Public for State of Alaska
My commission expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, before me personally appeared Kat Sorenson, and acknowledged under oath that she is the City Manager of the City of Seward, an Alaska municipal corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____
Notary Public for State of_____
My commission expires: _____

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APPENDIX A

LEASE PROVISIONS REQUIRED BY KPB 17.10

(1) **Accounts Current**. Lessee shall not be delinquent in the payment of any tax, debt or obligation owed to KPB prior to execution of the Agreement.

(2) **Assignment**. Lessee may assign the lands upon which it has an agreement only if approved by the KPB Mayor or Land Management Officer when applicable. Applications for assignment shall be made in writing on a form provided by the Land Management Division. The assignment shall be approved if it is found that all interests of KPB are fully protected.

(3) **Breach of Agreement**. In the event of a default in the performance or observance of any of the Agreement terms or conditions, and such default continues thirty (30) days after written notice of the default, KPB may cancel the Agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default.

(4) **Cancellation**. This Agreement, if in good standing, may be cancelled at any time upon mutual written agreement of the Parties.

(5) **Entry or Re-entry**. In the event the Agreement is terminated, canceled or forfeited, or in the event of abandonment of the Leased Premises by Lessee during the Term, KPB, its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premises. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection**. Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Property under the Agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Property is located.

(7) **Hazardous Waste**. The storage, handling and disposal of hazardous waste shall not be allowed on the Leased Premises.

(8) **Modification**. The Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

(9) **Notice**. Any notice or demand, which under the terms of the Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other Party at the address shown on the Agreement. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

(10) **Notice of Default**. Notice of default will be in writing as provided in Paragraph 9 Notice.

(11) **Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.**

(a) Improvements on Leased Premises owned by Lessee shall, within thirty (30) calendar days

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after the termination of the Agreement, be removed by Lessee; provided, such removal will not cause injury or damage to the land; and further provided, that the KPB Mayor or Land Management Officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The Lessee may, with the consent of the KPB Mayor or Land Management Officer when applicable, dispose of its improvements to the Assignee or Licensee, if applicable.

(b) If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to Lessee, be sold at public sale under the direction of the KPB Mayor and in accordance with the provisions of KPB Title 5. The proceeds of the sale shall inure to the former Lessee who placed such improvements and/or chattels on the lands, or its successors in interest, after paying to KPB all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the KPB Mayor is authorized to bid, in the name of KPB, on such improvements and/or chattels. The bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale of leasing of such improvements and/or chattels. KPB shall acquire all the rights, both legal and equitable, that any other purchaser could acquire by reason of the purchase.

(c) If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the KPB Mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in KPB. Upon request, Lessee shall convey said improvements and/or chattels by appropriate instrument to KPB.

(12) **Rental for Improvements or Chattels not Removed**. Any improvements and/or chattels belonging to Lessee or placed on the Property and remaining upon the premises after the termination of the Agreement shall entitle KPB to charge a reasonable rent therefor.

(13) **Re-rent**. In the event that the Agreement should be terminated, canceled, forfeited or abandoned, KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of KPB 17.10 or other applicable regulations.

(14) **Responsibility for Location**. It shall be the responsibility of Lessee to properly locate improvements on the Leased Premises.

(15) **Rights of Mortgage or Lienholder**. In the event of cancellation or forfeiture of the Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the Agreement. Any party acquiring the lease agreement must meet the same requirements as Lessee.

(16) **Sanitation**. Lessee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The Leased Premises under the Agreement shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

(17) **Shore Land Public Access Easement**. As established by AS 38.05, KPB lands sold or leased may be subject to a minimum 50-foot public access easement landward from the ordinary high-water mark or mean high water mark.

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(18) **Subleasing**. No lessee may sublease lands or any part thereof without written permission of the KPB Mayor or Land Management Officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(19) **Violation**. Violation of any provision KPB 17.10 or of the terms of the Agreement may expose Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

(20) **Written Waiver**. The receipt of payment by KPB, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of KPB to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of KPB to enforce the same in the event of any subsequent breach or default. The receipt by KPB of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.

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EXHIBIT 1

DESCRIPTION OF PROPERTY AND LEASED PREMISES

The Properties are legally described as follows:

The NW¼ NE¼ and the S½ NE¼ of Section 28, Township 1 North, Range 1W, Seward Meridian, Seward Recording District, Third Judicial District, State of Alaska. (Parcel No: 14424004)

and

The NE¼ NE¼ of Section 28, Township 1 North, Range 1W, Seward Meridian, Seward Recording District, Third Judicial District, State of Alaska. (Parcel No: 14424005)

The Leased Premises are described as follows:

That portion of the S½ NW¼ NE¼ NE¼, the SW¼ NE¼ NE¼, and the N½ NW¼ SE¼ NE¼ of Section 28, Township 1 North, Range 1 West, Seward Meridian, Seward Recording District, Third Judicial District, State of Alaska, lying west of the solid waste service roadway, together with exclusive access along the access road beginning directly off of the Dieckgraeff Road right-of-way and leading to the leased premises. (portions of Parcel Nos. 14424004 and 14424005)

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EXHIBIT 2

LEASED PREMISES SITE MAP
Page 1 of 1

The Leased Premises are depicted as follows:

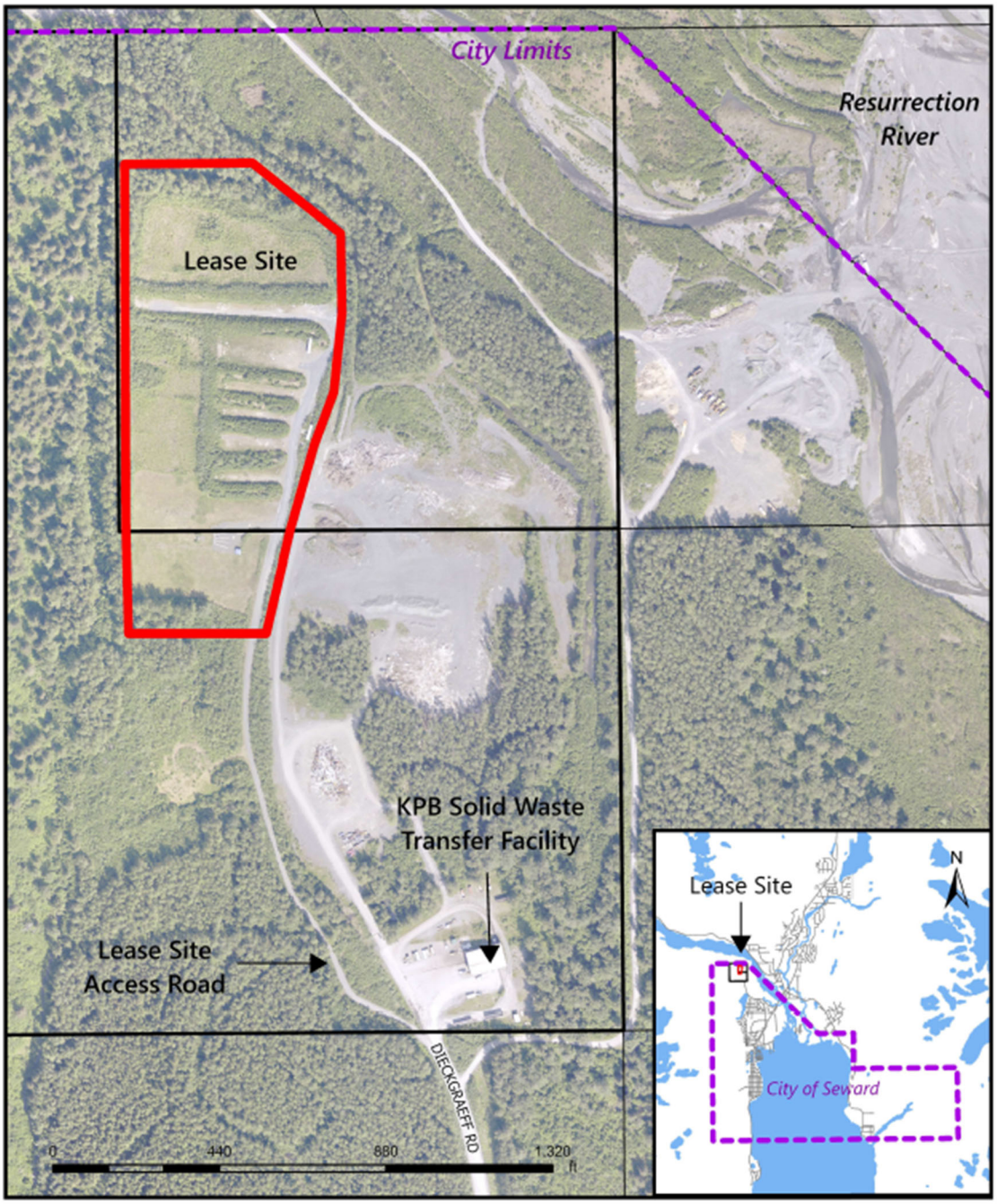


EXHIBIT 3

MEMORANDUM OF LEASE

(Attached)

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(Above 2 Space for Recorder's Use Only)

Prepared by and Return to:
Kenai Peninsula Borough
Attn: Land Management Division
144 N. Binkley St.
Soldotna, AK 99669

Lessor: Kenai Peninsula Borough
Lessee: City of Seward, Alaska
Legal Description: Attached as Exhibit 1
Tax Parcel ID's: 14424004 and 14424005
Site Name: City of Seward Shooting Range
State: Alaska
Borough: Kenai Peninsula Borough
Recording District: Seward, Third Judicial

MEMORANDUM OF LEASE

This Memorandum of Lease (Memorandum) is entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (the Lessor) and the City of Seward, an Alaska municipal corporation, whose mailing address is 410 Adams Street, P.O. Box 167, Seward, AK 99664 (the Lessee) (together, the Parties).

1. Lessor and Lessee entered into a certain Lease Agreement (the Agreement) on the ____ day of _____, 2026, for the purpose of operating a public outdoor shooting range. All of the foregoing is set forth in the Agreement.

2. The lease term will be twenty (20) years commencing on the Effective Date.

3. The portion of the land being leased to Lessee (the Leased Premises) is described in Exhibit 1 annexed hereto.

4. Lessor and Lessee now desire to execute this Memorandum to provide constructive knowledge of Lessee's lease of the Leased Premises.

5. This Memorandum is governed by the laws of the State of Alaska.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

By: _____
Peter A. Micciche, Borough Mayor

Date: _____

LESSEE: City of Seward
an Alaska municipal corporation

By: _____
Kat Sorenson, City Manager

Date: _____

ATTEST:

_____
Michele Turner CMC, Borough Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Wayne Cary, Deputy Borough Attorney

Date: _____

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LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 20___, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

_____
Notary Public for State of Alaska
My commission expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, before me personally appeared Kat Sorenson, and acknowledged under oath that she is the City Manager of the City of Seward, an Alaska municipal corporation, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____
Notary Public for State of_____
My commission expires: _____

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EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF LEASED PREMISES

The Leased Premises are described as follows:

That portion of the S½ NW¼ NE¼ NE¼, the SW¼ NE¼ NE¼, and the N½ NW¼ SE¼ NE¼ of Section 28, Township 1 North, Range 1 West, Seward Meridian, Seward Recording District, Third Judicial District, State of Alaska, lying west of the solid waste service roadway, together with exclusive access along the access road beginning directly off of the Dieckgraeff Road right-of-way and leading to the leased premises. (portions of Parcel Nos. 14424004 and 14424005)

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Sponsored by: Sorensen
Public Hearing: January 26, 2026

CITY OF SEWARD, ALASKA
RESOLUTION 2026-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW 20-YEAR LAND LEASE WITH THE KENAI PENINSULA BOROUGH FOR THE GUN RANGE PROPERTY

WHEREAS, the City of Seward has leased the Gun Range Property from the Kenai Peninsula Borough for the last 20 years; and

WHEREAS, the lease expires at the end of March 2026; and

WHEREAS, the gun range is an important asset to the community; and

WHEREAS, the City wants to continue to have access for the next 20 years by renewing the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA:

Section 1. The City Council hereby authorizes the City Manager to enter into a new 20-year lease with the Kenai Peninsula Borough for the gun range property.

Section 2. This resolution shall take effect 30 days after approval.

APPROVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA THIS 26TH DAY OF JANUARY 2026.

Sue McClure
Sue McClure, Mayor

AYES: Draper, Crites, Barnwell, Warner, Calhoon, Osenga, McClure
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Kris Peck
Kris Peck
City Clerk

CITY OF SEWARD INCORPORATED SEAL JUNE 1, 1912 STATE OF ALASKA

Introduced by:	Mayor
Date:	02/17/26
Hearing:	03/17/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2026-08

AN ORDINANCE AUTHORIZING A COMMUNICATIONS SITE LEASE AGREEMENT WITH CHUGACH ELECTRIC ASSOCIATION, INC., IN COOPER LANDING

WHEREAS, since 1992, Chugach Electric Association, Inc. (CEA) has maintained an approximately 1,527 square foot communication tower site on vacant, KPB-owned Parcel No. 11912509 in the Cooper Landing area; and

WHEREAS, in 2014, a temporary land use permit was issued to authorize CEA's now-expired use. A long-term lease agreement is now desired to continue operating this site and supporting CEA's communication needs in Cooper Landing; and

WHEREAS, the site serves CEA as a critical communications and operations link for CEA; and

WHEREAS, CEA has agreed to a five-year lease agreement with renewal options at a monthly rent of $1,000 ($12,000/annually); and

WHEREAS, leasing of this property furthers the following objectives of the 2019 Kenai Peninsula Borough (KPB) Comprehensive Plan:

1. Goal 2, Land Use Objective F: To actively manage Borough-owned lands to meet short and long-term regional goals; and

WHEREAS, the Cooper Landing Advisory Planning Commission reviewed the lease application at its regularly-scheduled meeting on _____, 2026, and recommended _____; and

WHEREAS, the KPB Commission, at its regularly scheduled meeting on March 16, 2026, recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non -code ordinance.

SECTION 2. That pursuant to KPB 17.10.100(I), the Assembly finds that entering into a Communication Tower Site Lease Agreement with Chugach Electric Association,

Inc. on that Leased Premises more particularly described as follows is in the best interests of KPB:

A portion of Tract H, ASLS 2003-2, Plat No. 2005-10, Seward Recording District, Third Judicial District, State of Alaska, more particularly described as an approximately 6,003 square foot area, including a twenty (20) foot wide underground electric power line right-of-way and the air space above such ground space, together with: (i) non-exclusive access beginning directly off of the Sterling Highway right-of-way and across an existing road leading to the Leased Premises, and (ii) subject to a one-hundred (100) foot wide section line easement which bisects the Leased Premises. (Parcel No. 11912509)

Site Name: CEA Sunrise

This finding is based upon the following facts:

1. The property will be used to continue use of an existing communication tower site for the exclusive benefit of CEA communications.

2. KPB will receive the benefit of reserved tower space for emergency and other communication related uses.

SECTION 3. That the Mayor is hereby authorized to negotiate and enter into a lease upon a portion of the property identified in Section 2, subject to all lease conditions required by this ordinance and the applicable provisions of KPB 17.10.

SECTION 4. That the monthly rent will be One-Thousand Dollars ($1,000.00) for exclusive use of the Leased Premises for a five-year term with renewal options. On each anniversary of the effective date, rent will adjust annually by not more than three percent (3%) over the prior year's rent amount.

SECTION 5. Pursuant to KPB 17.10.230, the Assembly authorizes an exception to the requirements of 17.10.110, "Notice of Disposition", based upon the following facts:

1. Special circumstances or conditions exist.

   a. The proposed lease is solely with CEA and for the purpose of operating, and maintaining an existing communication tower site.

   b. The notice requirement is intended to make the public aware of an opportunity to purchase Borough property, which is unnecessary since the intent of the disposal is to lease the property solely to CEA.

2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.

a. The notice requirement is intended to make the public aware of an opportunity to purchase Borough property, which is not applicable to the lease of property solely to CEA.

2. That the granting of this exception will not be detrimental to the public welfare or injurious to other property in the area.

a. The existing communication tower site is compatible with the surrounding land uses.

SECTION 6. That CEA will have one-hundred twenty (120) days from the date of enactment of this ordinance to execute the lease agreement.

SECTION 7. That the mayor is authorized to execute a lease agreement substantially in the form of the one accompanying this ordinance, and any documents necessary to effectuate this ordinance.

SECTION 8. That rent revenue from the lease shall be submitted to the KPB Finance Department and deposited into Land Management Account No. 250.00000.00000.36316.

SECTION 9. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 10. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: E4084728-B667-4ABA-AC66-57637C7C0899

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Robert Ruffner, Planning Director
Aaron Hughes, Land Management Officer

FROM: Jennifer Shields, Land Management Agent

DATE: February 5, 2026

RE: Ordinance 2026-08, Authorizing a Communications Site Lease Agreement with Chugach Electric Association, Inc., in Cooper Landing (Mayor)

Since 1992, Chugach Electric Association, Inc. (CEA) has maintained a communication tower site on vacant, KPB-owned parcel 11912509 in Cooper Landing. CEA's lease of the site was originally authorized by KPB Ordinance 92-41. However, the 1992 lease was never fully executed, and the offer to lease terminated one year after enactment of the ordinance.

In 2014, CEA's use of the site was authorized under a temporary land use permit.

CEA desires to continue its exclusive use of the site as a communications and operations link, and has applied to KPB for a five-year lease agreement with renewal options. The lease was negotiated at a monthly rent of $1,000 ($12,000/annually). Rent will adjust annually by three percent (3%) over the prior year's rent amount.

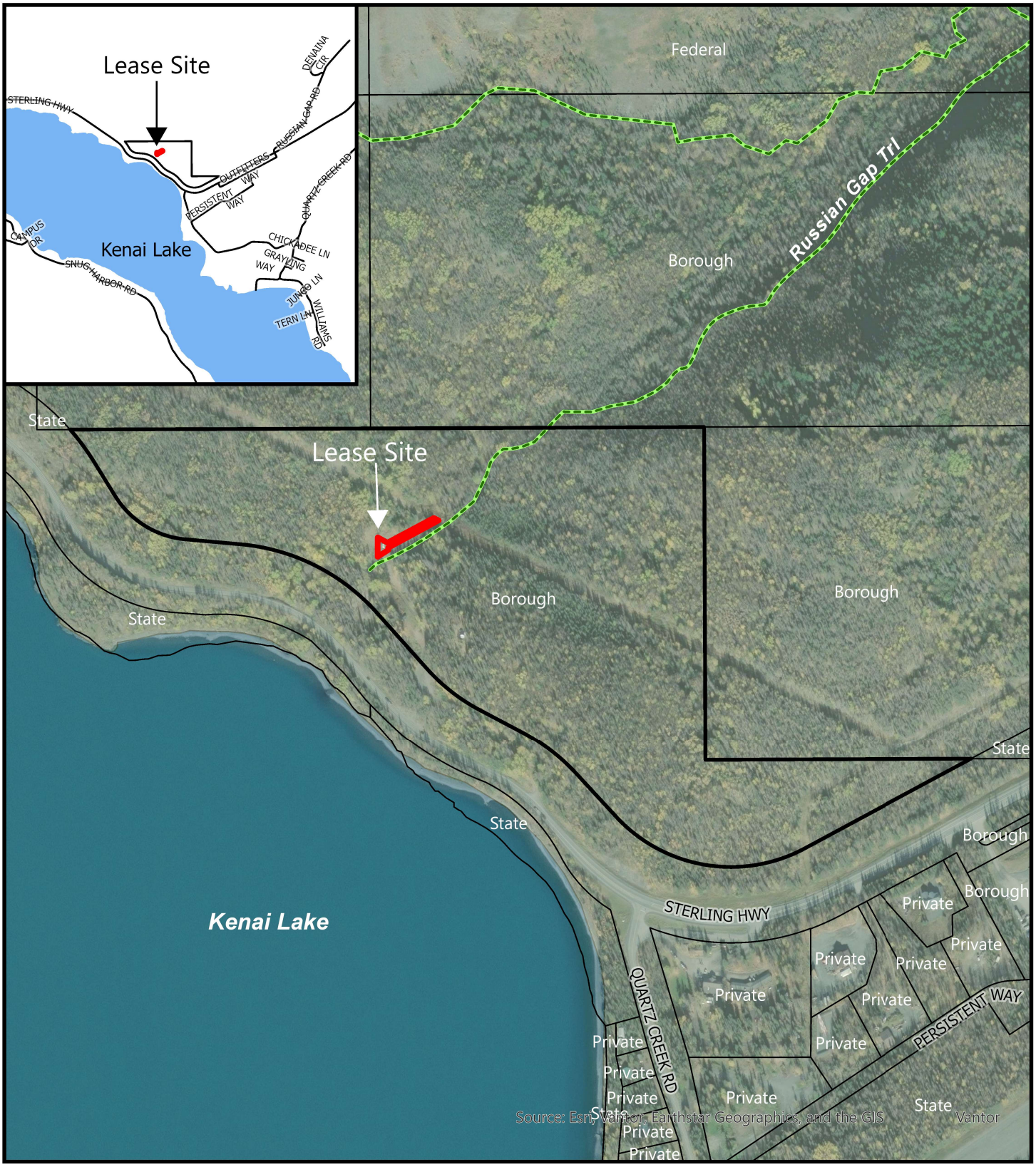
The Cooper Landing Advisory Planning Commission will provide a recommendation on the proposed lease prior to the public hearing on this ordinance.

The KPB Planning Commission will hold a public hearing regarding the proposed lease at its regularly-scheduled meeting on March 16, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.

KENAI PENINSULA BOROUGH
Land Management

Chugach Electric Association (CEA) Communication Tower Site Lease In Cooper Landing



0 690 1,380 2,070 ft

LMD24-49
Parcel No. 11912509

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

Printed: 1/14/2026

COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement (Agreement) is entered into by the Kenai Peninsula Borough, an Alaska municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB or Lessor), and Chugach Electric Association, Inc, an Alaska nonprofit electric cooperative corporation, whose mailing address is PO Box 196300, Anchorage, AK 99519-6300 (Lessee) (together, the Parties). This Agreement becomes effective on the date of signature by KPB (the Effective Date).

PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

1. Background. Lessor owns certain real property located in the Kenai Peninsula Borough, in the State of Alaska, that is more particularly described in Exhibit 1 attached hereto (the Property). For good and valuable consideration, the Parties agree that Lessor will grant Lessee the right to use a portion of the Property, the Leased Premises identified in Section 4, "Description of Property", in accordance with the terms of this Agreement.

2. Authorized Contact. All communications about this Agreement must be directed as follows, and any reliance on a communication with a person other than who is listed below is at the Party's own risk.

LESSOR

Name: Kenai Peninsula Borough
Attn: Land Management Division
Re: Lease No. _____
144 N. Binkley St.
Soldotna, AK 99669

LESSEE

Name: Chugach Electric Association, Inc
Attn: Cynthia Coughlin
Site Name: CEA Sunrise
Fixed Asset #: _____
P.O. Box 196300
Anchorage, AK 99519-6300

3. Contract Documents. As authorized by Kenai Peninsula Borough Ordinance _____, this Agreement is the final and complete understanding of the Parties. The following Exhibits and Appendices are attached and are considered part of this Agreement as well as anything incorporated by reference or attached to those Exhibits or Appendices:

Appendix A: Site-Specific Lease Provisions
Appendix B: Lease Provisions Required by KPB 17.10
Exhibit 1: Description of the Property and the Leased Premises
Exhibit 2: Leased Premises Site Sketch
Exhibit 3: Alaska Department of Natural Resources Letter
Exhibit 4: Memorandum of Lease

If in conflict the order of precedence will be: the Agreement, Appendix A, Appendix B, Exhibit 1, Exhibit 2, Exhibit 3, and then Exhibit 4.

DRAFT

PART II. LEASE DESCRIPTION AND TERMS

4. DESCRIPTION OF PROPERTY.

(a) Subject to the terms and conditions of this Agreement, Lessor hereby grants to Lessee a leasehold interest in and to that certain portion of the Property containing approximately 6,003 square feet, including a twenty (20) foot wide underground electric power line right-of-way and the air space above such ground space, and as described and depicted on Exhibit 1 and Exhibit 2 attached hereto (the Leased Premises), for the installation, operation, and maintenance of Communication Facilities as defined in Section 9, "Use", together with: (i) non-exclusive access beginning directly off of the Sterling Highway right-of-way and across an existing road leading to the Leased Premises, and (ii) subject to a one-hundred (100) foot wide section line easement which bisects the Leased Premises and as provided in Section 18, "Lessee Liabilities". In addition, a buffer area ten (10) feet in width around the perimeter of the Leased Premises may be utilized by the Lessee strictly for purposes of complying with Section 10(b), "Buffer Landscaping".

5. TERM.

(a) The initial term will be five (5) years (the Initial Term), commencing on the Effective Date.

(b) Lessee will have the right and option to extend the term of this Agreement for four (4) successive terms of five (5) years each (each, a Renewal Term), provided Lessee is not in default or in breach of this Agreement. Each Renewal Term will commence automatically, unless Lessee delivers written notice to Lessor, not less than thirty (30) days prior to the end of the then-current Term, of Lessee's intent not to renew, or unless Lessee is in default or in breach of this Agreement. For purposes of this Agreement**,** Term includes the Initial Term and any applicable Renewal Term(s).

(c) Should Lessee or any assignee, sublessee or licensee of Lessee hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover will constitute and be construed as a tenancy from month-to-month only, upon the same terms and conditions and including a monthly escalation to the base Rent of fifteen percent (15%).

6. TERMINATION.

This Agreement may be terminated, without penalty or further liability, as follows:

(a) by Lessee upon thirty (30) days prior written notice to Lessor, if Lessee is unable to obtain or maintain any required insurance, approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facilities as now or hereafter intended by Lessee; or if Lessee determines, in its sole discretion, that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(b) by Lessee, upon thirty (30) days prior written notice to Lessor, if Lessee determines that, in its sole discretion, due to the title reports or survey results, that the condition of the Leased Premises is unsatisfactory for its intended uses;

(c) by Lessee upon sixty (60) days prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to the remaining Rent due under the current Term until such Term expires, and subject to removal requirements contained within Section 12, "Equipment, Fixtures, and

Removal". No such termination fee will be payable on account of the termination of this Agreement by Lessee under any termination provision contained in any other Section of this Agreement.

(d) by Lessor in the event of a default in the performance or observance of any of the Agreement terms or conditions by Lessee, provided that Lessor has given written notice of such default to Lessee. Lessee shall have thirty (30) days from receipt of such notice to cure the default. If Lessee fails to cure the default within this period, Lessor may cancel the Agreement or pursue legal remedies for damages or recovery of the property. No improvements may be removed during the time in which the contract is in default, except with the prior written consent of Lessor.

7. RENT. Beginning on the Effective Date, Lessee must pay to Lessor a monthly rent payment of One Thousand and No/100 Dollars ($1,000.00) (Rent), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each anniversary of the Effective Date, Rent will adjust annually by three percent (3%) over the prior year's Rent amount. Should Lessee fail to submit a monthly Rent payment in full on or before the fifth (5th) day of each calendar month in which Rent is due, a penalty of 10 percent (10%) of the monthly Rent amount will be charged to the Lessee.

8. TAXES. Lessee must pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facilities as defined in Section 9, "Use", and located on the Leased Premises, including any taxable private leasehold interests.

9. USE. Except as provided in Section 14, "Co-Locate Rights Reserved by Lessor", Lessee shall have the exclusive right to use the Leased Premises for the purpose of erecting, installing, operating, and maintaining radio or communication tower transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, buildings, antennas, dishes, fencing, guy anchors, guy wires, and related equipment or personal property (collectively, the Communication Facilities) necessary for Lessee's internal communication needs only. Expanded or external use of the site by unrelated entities is expressly prohibited. Lessee may, subject to the foregoing, make any improvement, alteration, or modification to the Leased Premises as are deemed appropriate by Lessee for the permitted use herein, pursuant to prior written approval from KPB. Subject to Section 10(b), "Buffer Landscaping", Lessee will have the right to clear the Leased Premises of any trees, vegetation, or undergrowth which interferes with or threatens to interfere with Lessee's use of the Leased Premises for the intended purposes.

10. SECURITY AND BUFFER LANDSCAPING.

(a) Fence and Site Security. Notwithstanding Section 4, "Description of Property", the Parties acknowledge the existence of a locked fence around the perimeter of the Leased Premises. In the event that Lessee's use of the Leased Premises necessitates the modification or replacement of the existing perimeter fence, Lessee must ensure that any new or modified fencing complies with the following standards: (i) the fence must be a minimum of six (6) feet in height, (ii) the fence must be sight-obscuring so as to limit visibility through the fence, and (iii) the fence must be of a color that blends in with the surrounding landscape (i.e. brown, green, or similar color). Lessee may also elect, at its expense, to construct such other enclosures and/or fences as Lessee reasonably determines to be necessary to secure its Communication Facilities and related improvements situated upon the Leased Premises. Lessee may also undertake any other appropriate means to restrict access to the Leased Premises, including, without limitation, posting signs for security purposes.

(b) Buffer Landscaping. To blend with the surrounding use of the Property as outdoor space, the

Lessee may only clear the Leased Premises to the extent reasonably necessary for its permitted use. In the event that Lessee's use of the Leased Premises necessitates the modification or replacement of the existing perimeter fence, Lessee will install a landscaping bed with a width of 10 feet outside of the fenced-in area of the Leased Premises, as shown in Exhibit 2, excluding the access drive, for the purpose of creating or maintaining a vegetative buffer between the Leased Premises and outdoor space. Trees must be planted within the landscaping bed at intervals no greater than 15 feet on center. Evergreen trees must be a minimum of 6 feet in height at time of planting, and deciduous trees must have a minimum caliper of one and one-half-inch. No more than 50 percent of planted trees may be deciduous. At least one shrub with a minimum height of 18 inches at planting will be planted for every 100 square feet of landscaping bed. Existing native trees and shrubs may be used to meet buffer landscaping requirements.

11. ACCESS, MAINTENANCE, AND UTILITIES.

(a) Access. During the Term, Lessee, and its sublessees, licensees, customers, guests, agents, and assigns will have the unrestricted, exclusive right to use, and will have free and unfettered access to, the Leased Premises seven (7) days a week, twenty-four (24) hours a day. Lessor for itself, its successors and assigns, hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, successors and assigns, for the term of the Agreement, non-exclusive access to the extent depicted on Exhibit 2 (a) for ingress and egress, and (b) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across, and through any easement for the benefit of and access to the Leased Premises, subject to the terms and conditions herein set forth. Lessor agrees to cooperate with Lessee's efforts to obtain such utilities and services, and Lessor shall execute any documents requested by Lessee related to such utilities and services. If there are utilities already existing on the Leased Premises which serve the Leased Premises, Lessee may utilize such utilities and services. Subject to Lessor's prior written approval, Lessee may upgrade, replace or expand such preexisting utilities as reasonably necessary for Lessee's use of the Leased Premises, except where the pre-existing utilities are owned by Lessee, in which case prior written approval is not required.

(b) Maintenance. Lessee agrees to use the Leased Premises in a manner that does not cause material damage to the condition of the Leased Premises, and will keep and maintain the Leased Premises and related, non-exclusive access, in good condition and free of fire hazards Lessee must take reasonable precautions to prevent, and take reasonable actions to suppress, destructive and uncontrolled grass, brush, and forest fires on the Leased Premises, and comply with all applicable laws, regulations and rules promulgated and enforced by the agency responsible for forest protection within the area wherein the Leased Premises is located. To proactively mitigate fire risks, Lessee must remove all dead spruce trees or potential hazard trees within a fifty (50) foot radius of the Leased Premises. All trees and/or slash produced from these activities must be removed from the site or mechanically processed into chips and dispersed back onto the site. If slash is mechanically processed, the resulting chip bed may not exceed six (6) inches of depth on any area within the treatment unit.

(c) Utilities. Lessee is solely responsible for installing separate meters for utility use and payment, as applicable, and may not connect to any Lessor-owned electrical, communication, or other utility without Lessor's prior written approval.

12. EQUIPMENT, FIXTURES, AND REMOVAL. The Communication Facilities will at all times be the personal property of Lessee or its sublessees, licensees, and customers, as applicable. Lessee

and/or its sublessees, licensees, and customers will have the right to erect, install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the Parties, within ninety (90) days after the expiration or earlier termination of this Agreement, or upon cessation, abandonment, or non-use of the tower for communication purposes for a period of six (6) consecutive months following construction of the tower (the Removal Period), Lessee must remove its improvements and restore the Leased Premises to grade in a natural condition free of contamination, reasonable wear and tear excepted, which will include removal of all concrete and other foundation materials to a depth of five (5) feet below grade, and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent on a prorated per diem basis, at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed will be deemed abandoned and may be removed and disposed of by Lessor in such manner as Lessor may determine, without any obligation on the part of Lessor to account to Lessee for any proceeds therefrom. Time is of the essence.

13. ASSIGNMENT. Lessee may assign this Agreement to any person or entity at any time with prior written consent of KPB's Mayor so long as the Assignee agrees to the assignment and novation and complies with all terms of this Agreement. Notwithstanding the foregoing, upon thirty (30) days' written notice to Lessor, Lessee may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Lessee, or (b) in connection with the sale or other transfer of substantially all of Lessee's assets in the FCC market area where the Leased Premises is located.

14. CO-LOCATE RIGHTS RESERVED BY LESSOR. Lessor reserves the right to install emergency response or other communication equipment as may be deemed necessary by and for the sole benefit of the Lessor on Lessee's tower within the Leased Premises. Ninety (90) days prior to the exercise of this reservation, Lessor must provide Lessee with a complete inventory of equipment and proposed vertical location. Lessee must confirm Lessor's equipment will not interfere with Lessee's or then-existing sublessee's equipment or propose an alternate location. Upon installation of Lessor's emergency response or other communication equipment on Lessee's tower, any future sublessee's equipment must not interfere with Lessor's emergency response or other communication equipment, provided such equipment is properly installed and lawfully operated. Notwithstanding the foregoing, Lessor's right to install equipment on Lessee's tower will be subject to Lessee's reasonable determination that, at the time in which Lessor proposes to install its equipment, Lessee's tower will have sufficient space and structural capacity to accommodate the additional loading associated with Lessor's proposed equipment installation. In connection with the foregoing, each Party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all such other agreements, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Section and the consummation of the transactions contemplated hereby. All costs associated with Lessor's co-location on Lessee's tower, including but not limited to the cost of any structural analyses and any installation, maintenance and operating costs, will be borne solely by Lessor.

15. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Lessor represents and warrants that Lessor is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Lessee in writing prior to the execution hereof, and that Lessor alone has full right to lease the Leased Premises for the Term.

(b) Lessor may not do or knowingly permit anything during the Term that will unreasonably interfere with or negate Lessee's quiet enjoyment and use of the Leased Premises or cause Lessee's use of the Leased Premises to be in nonconformance with applicable local, state, or federal laws.

(c) To the best of Lessor's knowledge, Lessor has complied with, and will comply with, all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Lessor or, to the knowledge of Lessor, by any prior owner or user of the Property. To the knowledge of Lessor, there has been no release of or contamination by hazardous materials on the Property.

(d) Subject to Section 11, "Access, Maintenance, and Utilities", Lessee will have access to all utilities required for the operation of Lessee's improvements on the Leased Premises that are existing on the Property.

(e) Except for the licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, nor any equity or interest in Lessor if Lessor is an entity; and there are no parties (other than Lessor) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

(f) Each Party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement. Nothing in this Agreement, including such cooperation, will be construed as creating a partnership between the Parties.

16. REQUIRED INSURANCE COVERAGES. Insurance coverages required under this Agreement must be primary and exclusive of any other insurance carried by Lessor. Minimum levels of insurance coverage required under this Agreement must remain in effect for the Term of this Agreement. If Lessee's policies contain higher limits, Lessor will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be delivered to Lessor at the time of submission of the signed Agreement. Lessor may request copies of required policies and endorsements, which must be provided within ten (10) days of Lessor's request. Updated certificates must be provided upon insurance coverage renewal, where applicable.

(a) Lessee must provide and maintain commercial general liability insurance (CGL). The CGL policy must be written on an occurrence basis and with a limit of not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) aggregate. If necessary to provide the required limits, the CGL's policy's limits may be layered with an umbrella or excess liability policy. This policy must name Lessor as additional insured with a waiver of subrogation.

(b) Lessee must provide and maintain commercial automobile liability insurance. The commercial automobile liability policy must include a combined single limit of not less than one million dollars ($1,000,000.00). Coverage must include non-owned and hired car coverage. This policy must name KPB as additional insured with a waiver of subrogation.

(c) Lessee must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation will be waived.

(d) Property Insurance: Lessee must insure against all risks of loss to any Communication Facilities at full replacement cost with no insurance penalty provision. Lessee will have the right to self-insure such Property Insurance.

(e) No representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, contractor(s) or subcontractor(s) of any tier, and any such coverage and limits will not be deemed as a limitation on the liability of the Lessee, sublessee, contractor(s) or subcontractor(s) of any tier under the indemnities granted to Lessor in this Agreement.

(f) Lessee's obligations to provide insurance may be met by providing evidence of fiscal responsibility or self-insurance that is acceptable to Lessor. Lessee warrants that it has the capacity to self-insure for the risks and coverages specified and will provide evidence of the lines and limits of coverage specified in this Section. Lessee must provide Lessor with proof of continuing ability to provide self-insurance within thirty (30) calendar days of any written request by Lessor for such proof. If there is any change in the ability to self-insure, Lessee must provide Lessor with immediate notice of such change and must immediately purchase insurance as set forth in this Section.

17. NON-EXCLUSIVITY. Lessor acknowledges and agrees that, except as may be disclosed to Lessee in writing prior to the execution hereof, there are no prior existing rights, uses, or authorization granted to third parties or retained by Lessor to locate improvements below grade or in proximity to the Leased Premises. Upon at least sixty (60) days prior written notice to Lessee, Lessor reserves the right to grant further or additional rights or authorization to locate improvements below grade or in proximity to the Leased Premises to the extent such rights or authorizations do not unreasonably interfere with Lessee's equipment or operations.

18. LESSEE LIABILITIES. In addition to other liabilities under this Agreement, Lessee has the following liabilities and agrees:

(a) That Lessee assumes all risk of loss, damage, or destruction to Lessee's Communication Facilities on the Leased Premises; and

(b) That Lessee will comply with all applicable federal, state, and local laws or regulations, including relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, permitting, construction, operation and maintenance of any facility, improvement, or equipment on the Leased Premises or within the one hundred (100) foot wide section line easement which bisects the Leased Premises; and

(c) Lessee acknowledges and accepts the State of Alaska, Department of Natural Resources' letter from Evan Dodd, dated August 29, 2025, in which the State does not give authorization for occupancy of the one hundred (100) foot wide section line easement (SLE) which bisects the Leased Premises, and that the State only acknowledges the existing infrastructure within a Division of Mining, Land and Water (DMLW) managed interest. Any request to develop the SLE for access purposes consistent with Lessee's scope of use will be adjudicated by DMLW in accordance with applicable law and agency procedures. Should any such request come into conflict with the site, DMLW will evaluate a variety of methods to eliminate the conflict which may include, but are not limited to, partial vacation of the SLE, closure of the SLE, or relocation of infrastructure, as determined by DMLW. Lessee accepts any and all liabilities arising from use of the SLE with the absolute obligation to indemnify the Lessor from any action, claim or lawsuit arising from use of the

SLE, notwithstanding Section 19 "Indemnification" and without imposing any obligation upon Lessor whatsoever Lessee further acknowledges and agrees that Lessor may terminate this Agreement without penalty if, in its sole discretion, it determines such termination is necessary to protect the interests of KPB as it relates to Lessee's infrastructure located within the SLE.

(d) That Lessor has no duty, either before or during the lease Term, to inspect the Leased Premises or warn of hazards and if Lessor inspects the Leased Premises, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This Section will survive the termination or revocation of this Agreement, regardless of cause; and

(e) That Lessee must not damage the Leased Premises, except for normal wear and tear associated with reasonable use, and provided that Lessee shall not be responsible for any damage or deterioration due to causes beyond its control, including but not limited to natural wear, weather, or events of force majeure.

19. INDEMNIFICATION. Lessee agrees to defend, indemnify, and hold harmless Lessor, its employees, public officials, and volunteers, with respect to any action, claim, or lawsuit arising out of (1) a breach of this Agreement of (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice from Lessor of any action, claim, or lawsuit. Lessor will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against Lessor relating to Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless Lessor as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessor, its employees, public officials, and volunteers.

20. INSPECTION. Lessor reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Agreement. Except in case of emergency, Lessor will provide Lessee with at least forty-eight (48) hours prior written notice of Lessor's intention to enter upon and inspect the Leased Premises. Lessee reserves the right to have a representative present at all times during Lessor's inspection.

21. FORCE MAJEURE. The time for performance by Lessor or Lessee of any term, provision, or covenant of this Agreement will be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Lessor or Lessee, as the case may be.

22. DEFAULT. The failure of Lessee or Lessor to perform any of the covenants of this Agreement will constitute a default. The non-defaulting Party must give the other written notice of such default, and the defaulting Party must cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, the defaulting Party must provide prompt notice of inability to cure and provide a plan to cure the default within a time frame provided. The time for curing a default will be extended for such period of time as may be necessary and reasonable; however, in no event will this extension of time to cure be in excess of ninety (90) days, unless agreed upon in writing by the non-defaulting Party.

23. REMEDIES. Should the defaulting Party fail to cure a default under this Agreement, the other Party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

24. LESSEE MORTGAGES.

(a) Lessor consents to the granting by Lessee of a lien and security interest (each, a Lessee Mortgage) in Lessee's interest in this Agreement and all of Lessee's personal property and fixtures attached to the real property described herein to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a Lender) only to the extent and amount necessary to maintain improvements on the Leased Premises. The Lessee may not encumber the leasehold interest or the Leased Premises to finance projects or improvements outside of the Leased Premises. Lessor agrees to recognize Lender as Lessee hereunder upon any such exercise by Lender of its rights of foreclosure. Any such encumbrance will be subordinate to Lessor's rights and interest in the Leased Premises and the Property. Any such encumbrance will be limited to the Lessee's interest in the Leased Premises. It is a material breach of this Agreement for Lessee to attempt to encumber any interest in Lessor's title to or interest in the Leased Premises or the Property.

(b) Lessor acknowledges that nothing contained herein will be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Lessee under this Agreement. No Lender may become liable under the provisions of this Agreement unless and until such time as the Lender assumes ownership of the leasehold estate created hereby and agrees to comply with the terms and conditions of this Agreement or any extensions and modifications thereof.

25. MISCELLANEOUS.

(a) Survival. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

(b) Non-waiver. Failure of a Party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a Party's rights hereunder, will not waive such rights.

(c) Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflict of law principles. Any lawsuits filed in connection with this Agreement must be filed and prosecuted in the Third Judicial District, State of Alaska, at Kenai, Alaska.

(d) Bind and Benefit. This Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

(e) Memorandum. A short-form Memorandum of Lease may be recorded at Lessor's or Lessee's option in the form as depicted in Exhibit 4, attached hereto. Lessor will promptly execute any Memorandum of Lease or Memorandum of Amendment to Lease, or corrective amendments thereto, upon written request of Lessee.

(f) W-9. As a condition precedent to payment, Lessor agrees to provide Lessee with a complete IRS Form W-9, or its equivalent, upon execution of this Agreement.

(g) Counterparts. This Agreement may be executed in counterpart, each of which when so executed and delivered will be considered an original and all of which when taken together will constitute one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(h) Entire Agreement. This Agreement and its Exhibits, Appendices or incorporated attachments hereto, constitute the entire Agreement and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.

(i) Amendment. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto.

(j) No third parties. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(k) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

DRAFT

[**SIGNATURES BEGIN ON NEXT PAGE**]

PART III. EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

By: _____
Peter A. Micciche, Borough Mayor

Date: _____

ATTEST:

_____
Michele Turner CMC, Borough Clerk

(KPB SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Wayne Cary, Deputy Borough Attorney

Date: _____

LESSEE: Chugach Electric Association, Inc.
an Alaska electric cooperative

By: _____

Print Name: _____

Its: _____

Date: _____

DRAFT

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 20___, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

_____
Notary Public for State of Alaska
My commission expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 20___, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of Chugach Electric Association, Inc., the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____
Notary Public for State of_____
My commission expires: _____

DRAFT

APPENDIX A

SITE-SPECIFIC LEASE PROVISIONS

CO-LOCATE RIGHTS RESERVED BY KPB: In addition to Section 14, "Co-locate Rights Reserved by Lessor", of the Agreement, Lessor reserves ten (10) vertical feet of tower space. This reservation will start from twenty (20) feet from the top of the tower structure and descend ten (10) feet, unless other space is mutually agreed to by the Parties (the Reserved Space). To the extent this Appendix conflicts with Section 14, "Co-locate Rights Reserved by Lessor", of the Agreement, the terms of the Agreement will control.

Lessor may sublease the Reserved Space to other government agencies or organizations for the purpose of facilitating communications for first responders, disaster management, general government operations, or other public safety uses. Lessor or its sublessee(s) will provide an inventory of equipment and proposed vertical location to Lessee for the purposes of ensuring that no interference is likely for the proposed installation. Lessor and its sublessee(s) will be responsible for frequency coordination and adherence to all applicable regulations to prevent interference.

KPB AND SUBLESSEE USAGE: Lessor and its sublessee(s) may use the Reserved Space for the purposes of providing public safety communications or other purposes deemed necessary to Lessor. Lessor or its sublessee(s) may choose to install equipment to provide general government communications, monitoring equipment, and other similar uses. In general, equipment may include, but is not limited to VHF Radio Frequency (RF) transceivers, RF repeaters, licensed or unlicensed point-to-point antennas, microwave backhaul, surveillance cameras and other monitoring devices, and associated items that may support conventional or trunked radio systems. All equipment or facilities placed within the Reserved Space or on the Leased Premises will remain the personal property of Lessor or its sublessee(s).

INTERFERENCE WITH LESSEE EQUIPMENT: In the event that proposed or installed equipment from Lessor or its sublessee(s) interferes with Lessee's equipment, all parties will work to explore technical solutions or changes to mitigate such interference. All other provisions of Section 14, "Co-locate Rights Reserved by Lessor" of the Agreement related to interference remain in effect.

ACCESS: Lessor may establish outdoor equipment cabinets or full equipment shelters on or within the Leased Premises, provided that such facilities do not interfere with similar facilities of Lessee. Access will only be permitted to Lessee upon separate mutual written agreement. Such premises may have restrictions due to State or Federal policy and regulations, in such event, these regulations will prevail over the Agreement terms. Access by Lessor or its sublessee to Lessee's Communication Facilities, shelters, cabinets, or other communication infrastructure will only be permitted upon the prior written notice by Lessor.

RENT: The Reserved Space is free of charge. Lessor and its sublessee(s) are not responsible for any additional or direct rent payment to Lessee for the use of the tower or associated premises. Lessor or its sublessee(s) is responsible for the costs of establishing, maintaining, and removing equipment during the life of this Agreement, as well as for any utilities required to maintain the equipment of Lessor or its sublessee(s).

APPENDIX B

LEASE PROVISIONS REQUIRED BY KPB 17.10

(1) **Accounts Current**. The Lessee shall not be delinquent in the payment of any tax, debt or obligation owed to the KPB prior to execution of the Agreement.

(2) **Assignment**. Lessee may assign the lands upon which he has an agreement only if approved by the mayor or land management officer when applicable. Applications for assignment shall be made in writing on a form provided by the land management division. The assignment shall be approved if it is found that all interests of the borough are fully protected.

(3) **Breach of Agreement**. In the event of a default in the performance or observance of any of the Agreement terms or conditions, and such default continues thirty (30) days after written notice of the default, the borough may cancel the Agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default.

(4) **Cancellation**. This Agreement, if in good standing, may be cancelled at any time upon mutual written agreement of the parties.

(5) **Entry or Re-entry**. In the event the Agreement is terminated, canceled or forfeited, or in the event of abandonment of the Leased Premises by Lessee during the Term, the KPB its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premise. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection**. The Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Leased Premises under the Agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Leased Premises is located.

(7) **Hazardous Waste**. The storage, handling and disposal of hazardous waste shall not be allowed on the Leased Premises.

(8) **Modification**. The Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties or their respective successors in interest.

(9) **Notice**. Any notice or demand, which under the terms of the Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the Agreement. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

(10) **Notice of Default**. Notice of the default will be in writing as provided in paragraph 9 above.

(11) **Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.**

(a) Improvements owned by Lessee on the Leased Premises shall, within thirty (30) calendar days after the termination of the Agreement, be removed by Lessee; provided, such removal will not cause injury or damage to the land; and further provided, that the mayor or land management officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The Lessee may, with the consent of the mayor or land management officer when applicable, dispose of its improvements to the Sublessee or Assignee, if applicable.

(b) If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the Lessee under the terminated or canceled Agreement, be sold at public sale under the direction of the mayor and in accordance with the provisions of KPB Chapter 5. The proceeds of the sale shall inure to the former Lessee who placed such improvements and/or chattels on the lands, or its successors in interest, after paying to the borough all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the mayor is authorized to bid, in the name of the borough, on such improvements and/or chattels. The bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale of leasing of such improvements and/or chattels. The borough shall acquire all the rights, both legal and equitable, that any other purchaser could acquire by reason of the purchase.

(c) If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in the borough. Upon request, the Lessee shall convey said improvements and/or chattels by appropriate instrument to the KPB.

(12) **Rental for Improvements or Chattels not Removed**. Any improvements and/or chattels belonging to the Lessee or placed on the Leased Premises and remaining upon the premises after the termination of the Agreement shall entitle the KPB to charge a reasonable rent therefor.

(13) **Re-rent**. In the event that the Agreement should be terminated, canceled, forfeited or abandoned, the KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of KPB Code of Ordinances Title 17, Chapter 10, or other applicable regulations.

(14) **Responsibility for Location**. It shall be the responsibility of the Lessee to properly locate its improvements on the Leased Premises.

(15) **Rights of Mortgage or Lienholder**. In the event of cancellation or forfeiture of the Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the Agreement for the unexpired term thereof, subject to the same terms and conditions as in the Agreement. Any party acquiring the Agreement must meet the same requirements as the Lessee.

(16) **Sanitation**. The Lessee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The Leased Premises under the Agreement shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

(17) **Shore Land Public Access Easement**. As established by AS 38.05, borough lands sold or leased may be subject to a minimum 50-foot public access easement landward from the ordinary high-water mark or mean high water mark.

(18) **Subleasing**. No lessee may sublease lands or any part thereof without written permission of the mayor or land management officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(19) **Violation**. Violation of any provision of KPB 17.10 or of the terms of the Agreement may expose the Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

(20) **Written Waiver**. The receipt of payment by KPB, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee in observance or performance of any of the conditions or covenants of the Agreement, shall not be deemed to be a waiver of any provision of the Agreement. Failure of KPB to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of KPB to enforce the same in the event of any subsequent breach or default. The receipt by KPB of any payment of any other sum of money after notice of termination or after the termination of the Agreement for any reason, shall not reinstate, continue or extend the Agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.

DRAFT

EXHIBIT 1

DESCRIPTION OF PROPERTY AND LEASED PREMISES

Page 1 of 1

The Property is legally described as follows:

A portion of Tract H, ASLS 2003-2, Plat No. 2005-10, Seward Recording District, Third Judicial District, State of Alaska, more particularly described and depicted on the attached Exhibit 2.

The Leased Premises are described as follows:

A portion of the above-described Property, more particularly described as an approximately 6,003 square foot area, including a twenty (20) foot wide underground electric power line right-of-way and the air space above such ground space, as further depicted on Exhibit 2 of this Agreement. Together with: (i) non-exclusive access beginning directly off of the Sterling Highway right-of-way and across an existing road leading to the Leased Premises, and (ii) subject to a one-hundred (100) foot wide section line easement which bisects the Leased Premises.

DRAFT

EXHIBIT 2

LEASED PREMISES
Page 1 of 1

The Leased Premises are depicted as follows:

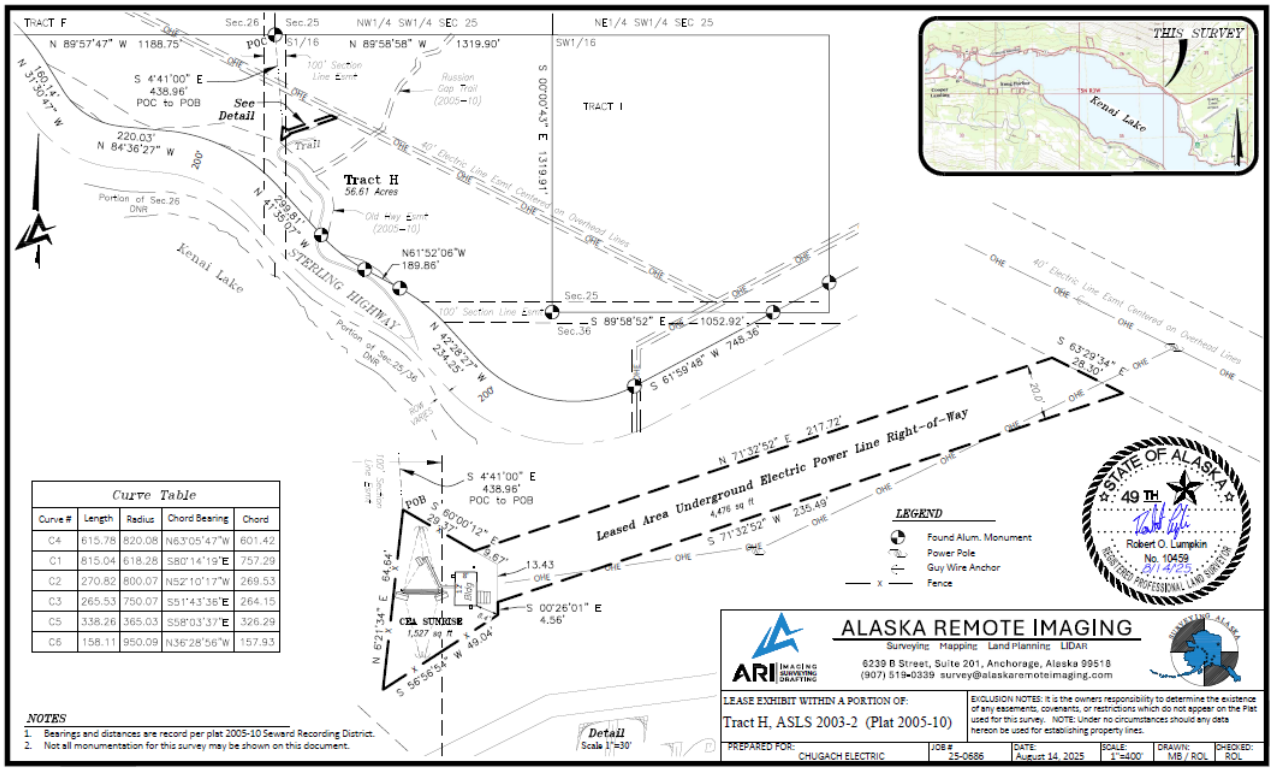


EXHIBIT 3

ALASKA DEPARTMENT OF NATURAL RESOURCES LETTER

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources
DIVISION OF MINING, LAND & WATER
Southcentral Regional Land Office
550 West 7th Avenue, Suite 900C
Anchorage, Alaska 99501-3577
Main: 907.269.8503
TDD: 907.269.8411
Fax: 907.269.8913

8/29/2025

Cynthia Coughlin
PO Box 196300
Anchorage, AK 99519

Dear Ms. Coughlin

The Southcentral Regional Land Office (SCRO) of the Division of Mining, Land and Water (DMLW), Department of Natural Resources (DNR) has received your inquiry regarding the Chugach Electric Association (CEA) microwave relay communications station within the Section Line Easement (SLE) common to Sections 25 and 26, Township 5 North, Range 3 West, Seward Meridian. SCRO understands that CEA is currently pursuing a lease for the site through the Kenai Peninsula Borough (KPB) as the underlying landowner and is required to demonstrate compliance with all applicable federal, state, and local laws.

Based on research provided by KPB, SCRO understands that CEA originally applied to KPB for a lease for the site in 1992 when the lands were Borough selected, though the lease was never executed. When the land was patented to the State of Alaska (Patent No. 50-96-0735) in 1996, a SLE pursuant to AS 19.10.010 attached and established a public access easement 50 feet on either side of the SLE for a total width of 100 feet, which encompassed a portion of the microwave site. Currently the site consists of a fence and building partially within the SLE as depicted on page 6 of Plat 2005-10, Seward Recording District (attached).

Section line easements established by AS 19.10.010 are dedicated for use as public highways. Pursuant to 11 AAC 51.100(i) DMLW does not issue permits for landowner activities on land subject to a public easement that are consistent with the landowner's property rights and does not restrict public use of the easement. After review, SCRO is not aware of any current access conflicts or of any patterns of public use within the portion of the SLE occupied by CEA's infrastructure.

Please note that this letter does not constitute an authorization to occupy the SLE and serves only as an acknowledgement of existing infrastructure within a DMLW managed interest. Any future request to develop the SLE for access purposes consistent with its scope of use will be adjudicated by DMLW. Should such a request come into conflict with the microwave site, DMLW will evaluate a variety of methods to eliminate the conflict which may include but is not limited to; partial vacation of the SLE, closure of the SLE, or relocation of infrastructure, as appropriate. If you have any questions, please feel free to contact me at evan.dodd@alaska.gov or at (907) 334-2542.

Sincerely,
Evan Dodd

Evan Dodd
Natural Resource Manager 1

EXHIBIT 4

MEMORANDUM OF LEASE

(Attached)

DRAFT

(Above 2" Space for Recorder's Use Only)

Prepared by and Return to:
Kenai Peninsula Borough
Attn: Land Management Division
144 N. Binkley St.
Soldotna, AK 99669

Grantor: Kenai Peninsula Borough
Grantee: Chugach Electric Association, Inc
Legal Description: Attached as Exhibit 1
Tax Parcel ID #: 11912509
Site Name: CEA Sunrise, #
State: Alaska
Borough: Kenai Peninsula Borough
Recording District: Seward, Third Judicial

MEMORANDUM OF LEASE

This Memorandum of Lease (Memorandum) is entered into by and between the **Kenai Peninsula Borough**, an Alaska municipal corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (the **Lessor**) and **Chugach Electric Association, Inc,** an Alaska electric cooperative corporation, having a mailing address of PO Box 196300, PO Box 196300, 99519-6300 (the **Lessee**) (together, the Parties).

1. Lessor and Lessee entered into a certain Communications Site Lease Agreement (the Agreement) on the _____ day of _____, 20___, for the purpose of installing, operating, and maintaining communication facilities and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the Effective Date with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Lessee (the Leased Premises) is described in Exhibit 1 annexed hereto.

4. Lessor and Lessee now desire to execute this Memorandum to provide constructive knowledge of Lessee's lease of the Leased Premises.

5. This Memorandum and Agreement are governed by the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

By: _____
Peter A. Micciche, Borough Mayor

Date: _____

ATTEST:

_____
Michele Turner CMC, Borough Clerk

(KPB SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Wayne Cary, Deputy Borough Attorney

Date: _____

LESSEE: Chugach Electric Association, Inc.
an Alaska electric cooperative

By: _____

Print Name: _____

Its: _____

Date: _____

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 20___, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

_____
Notary Public for State of Alaska
My commission expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of Chugach Electric Association, Inc, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____
Notary Public for State of_____
My commission expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND LEASED PREMISES

The Property is legally described as follows:

A portion of Tract H, ASLS 2003-2, Plat No. 2005-10, Seward Recording District, Third Judicial District, State of Alaska. more particularly described and depicted on the attached Exhibit 2.

The Leased Premises are described as follows:

A portion of the above-described Property, more particularly described as an approximately 6,003 square foot area, including a twenty (20) foot wide underground electric power line right-of-way and the air space above such ground space, as further depicted on Exhibit 2 of this Agreement. Together with: (i) non-exclusive access beginning directly off of the Sterling Highway right-of-way and across an existing road leading to the Leased Premises, and (ii) subject to a one-hundred (100) foot wide section line easement which bisects the Leased Premises.

Introduced by:	Mayor
Date:	02/17/26
Hearing:	03/17/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2026-04

AN ORDINANCE AMENDING KPB 2.56.030 TO ADOPT THE 2045 HOMER COMPREHENSIVE PLAN AS THE OFFICIAL COMPREHENSIVE PLAN FOR THAT PORTION OF THE BOROUGH WITHIN THE BOUNDARIES OF THE CITY OF HOMER

WHEREAS, the Kenai Peninsula Borough (KPB) as a second-class borough provides for planning on an areawide basis in accordance with Alaska Statutes (AS) Chapter 29.40; and

WHEREAS, AS 29.40.030(b) provides that the assembly, after receiving the recommendations of the KPB Planning Commission, will periodically undertake a review of the comprehensive plan and update the plan as necessary; and

WHEREAS, KPB's comprehensive plan was last updated in 2019, via Ordinance 2019-25, and should be amended with new planning documents as described in the executive summary; and

WHEREAS, AS Chapter 29.40 describes the comprehensive plan as a compilation of policy statements, goals, standards, and other planning documents such as transportation plans, community facilities' plans, and land use plans to be used for the systematic and organized development of the KPB; and

WHEREAS, on November 24, 2025, the Homer City Council Enacted Homer Ordinance 25-64(A), "An Ordinance of the Homer City Council Adopting the 2045 Homer Comprehensive Plan and Recommending Adoption by the Kenai Peninsula Borough"; and

WHEREAS, the KPB Planning Commission at its regularly-scheduled meeting on February 23, 2026, recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this ordinance amends KPB code and will be codified.

SECTION 2. That the assembly adopts the 2045 Homer Comprehensive Plan as the official comprehensive plan for that portion of KPB within the boundaries of the City of Homer.

SECTION 3. That KPB 2.56.030 is hereby amended as follows:

2.56.030. – Homer comprehensive plan adopted.

A. The assembly adopts the ["2018 HOMER COMPREHENSIVE PLAN"] "2045 Homer Comprehensive Plan" approved by Homer Ordinance [18-47 ON NOVEMBER 26, 2018] 25-64(A) on November 24, 2025, as the official borough comprehensive plan for that portion of the borough within the boundaries of the City of Homer.

…

SECTION 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 5: This ordinace shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

_____
Ryan Tunseth, Assembly President

ATTEST:

_____
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 2F471FDC-142A-4736-A44D-D4945B88AFFC

Kenai Peninsula Borough
Planning Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor

FROM: Robert Ruffner, Planning Director

DATE: February 5, 2026

RE: Ordinance 2026-04, Amending KPB 2.56.030 to Adopt the 2045 Homer Comprehensive Plan as the Official Comprehensive Plan for that Portion of the Borough within the Boundaries of the City of Homer (Mayor)

The City of Homer (the City), working with Agnew Beck as their consultant, has completed a new City Comprehensive Plan (Plan). Development of the Plan occurred over a two-year public process and is a major update to the previous 2018 City Comprehensive Plan. The Plan also supplants both the 2006 Homer Town Center Development Plan and the 2010 Homer Spit Plan. The Plan was formally adopted by unanimous consent of the City Council on November 24, 2025. The KPB Planning Director was present for this meeting as well as two other public hearings as the plan was working its way through the City's process.

On January 27, 2026, City of Homer Planner Ryan Foster transmitted the Plan with a request to adopt the Plan into the Kenai Peninsula Borough Comprehensive Plan. Pursuant to KPB 21.01.025 Comprehensive Plans – Amendments, the Kenai Peninsula Borough Planning Commission is scheduled to hear and offer a recommendation to the Assembly on the requested changes at its regularly scheduled meeting on February 23, 2026.

Your consideration is appreciated.





2045 Homer Comprehensive Plan

Adopted by the Homer City Council on November 24, 2025



a



Bottom right cover photo credit: Derek Mueller

Acknowledgements

Thank you to all Homer residents, businesses, organizations, and other local, regional, state, and federal partners who have contributed to the 2045 Homer Comprehensive Plan development process, including City of Homer staff, the Homer Comprehensive Plan Steering Committee, and past and present City of Homer boards, commissions, and councils.

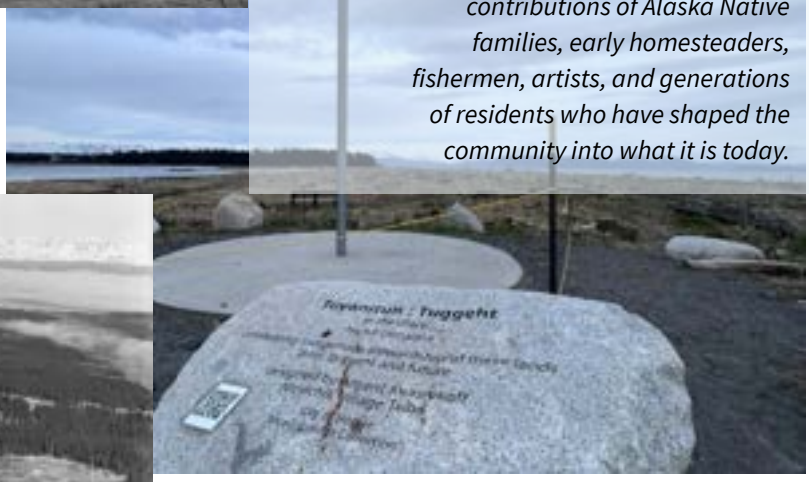


Homer Spit in 1945. Source: Alaska Digital Archives.

Land Acknowledgement

*We respectfully acknowledge that Homer's lands and waters have been stewarded since time immemorial by the Indigenous peoples of this region: Dena'ina, Sugpiaq, Yup'ik, and Kachemak peoples.**

Homer's heritage also reflects the contributions of Alaska Native families, early homesteaders, fishermen, artists, and generations of residents who have shaped the community into what it is today.



Homer Main Street, 1958. Source: Steve McCutcheon, McCutcheon Collection, Anchorage Museum, B1990.14.5.TV.73.84



"Tuyanitun: Tuggeht," a sculpture on Bishop's Beach, created by local artist Argent Kvasnikoff, a member of the Ninilchik Tribe of Alaska, to celebrate Indigenous stewardship of Homer area lands past, present, and future.

*Land acknowledgement adopted from Bunnel Street Arts Center's land acknowledgement.

Many photos in this plan were submitted by residents during a project photo contest; these photos are listed with photo credits. Uncredited photos were taken by members of the project team.

This plan was produced by Agnew::Beck Consulting in partnership with RESPEC, Kinney Engineering, Northern Economics, Corvus Design, and Stantec.

Homer City Council Ordinance No. 25-64

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 25-64(A)

AN ORDINANCE OF THE HOMER CITY COUNCIL ADOPTING THE 2045 HOMER COMPREHENSIVE PLAN AND RECOMMENDING ADOPTION BY THE KENAI PENINSULA BOROUGH.

WHEREAS, The Kenai Peninsula Borough as a Second Class Borough shall provide for planning on an areawide basis in accordance with AS 29.40; and

WHEREAS, As provided in Kenai Peninsula Borough Code 21.01.025, cities in the Borough requesting extensive comprehensive plan amendments may recommend to the Kenai Peninsula Borough Planning Commission a change to the city comprehensive plan; and

WHEREAS, The City of Homer has prepared extensive comprehensive plan amendments in the form of the 2045 Homer Comprehensive Plan; and

WHEREAS, A comprehensive plan is a public declaration of policy statements, goals, standards and maps for guiding the physical, social and economic development, both private and public, of the City; and

WHEREAS, The 2045 Homer Comprehensive Plan will guide the development of the City of Homer; and

WHEREAS, The Homer Planning Commission, in its advisory position to the Kenai Peninsula Borough, and other advisory bodies for the City, have reviewed said plan and or conducted public hearings; and

WHEREAS, The Homer City Council, based upon the recommendation of the Homer Planning Commission, recommends that the Kenai Peninsula Borough Planning Commission and Assembly adopt the 2045 Homer Comprehensive Plan.

NOW THEREFORE, The City of Homer Ordains:

Section 1. The 2045 Homer Comprehensive Plan is hereby adopted as the City of Homer Comprehensive Plan, superseding the 2018 Comprehensive Plan, the 2006 Homer Town Center Development Plan, and 2010 Homer Spit Comprehensive Plan.

Section 2. The previously adopted Homer Master Roads and Streets Plan (1986), Homer Transportation Plan (2024), remain part of the 2045 Homer Comprehensive Plan.

Section 3. Subsection (b) of Homer City Code 21.02.010, Comprehensive Plan-Adoption, is amended to read as follows:

b. The following documents, as initially approved and subsequently amended, are adopted by reference as comprising the Homer Comprehensive Plan.

~~1. Homer Comprehensive Plan (2018)~~
2. Homer Comprehensive Plan (2045)
3. Homer Master Roads and Streets Plan (1986)
4. Homer Transportation Plan (2024)
~~5. Homer Town Center Development Plan (2006)~~
~~6. Homer Spit Plan (2010)~~

Section 4. The City of Homer hereby recommends the Kenai Peninsula Borough Planning Commission and Assembly adopt the 2045 Homer Comprehensive Plan as extensive comprehensive plan amendments under Kenai Peninsula Borough Code 21.01.025, and as an element of the Official Borough Comprehensive Plan within the City of Homer planning area of the Borough.

Section 5. Sections 1 through 3 of this ordinance shall take effect upon the adoption of the 2045 Homer Comprehensive Plan by the Kenai Peninsula Borough Assembly. The remainder of this ordinance shall take effect upon its adoption by the Homer City Council.

Section 6. Section 3 of this ordinance is of a permanent and general character and shall be included in the city code. The remainder of this ordinance is not of a permanent nature and is a non-code ordinance.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 24th day of November, 2025.

CITY OF HOMER

RACHEL LORD, MAYOR

ATTEST:

~~ZACH PETTIT, ACTING~~ CITY CLERK
Amy Woodruff

CITY OF HOMER ALASKA

Introduction: 10/13/25
Public Hearing: 10/27/25 , 11/10/25, 11/24/25
Second Reading: 10/27/25
Effective Date: 11/25/25

YES: 6
NO: ø
ABSTAIN: ø
ABSENT: ø

Kenai Peninsula Borough Ordinance No.

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Table of Contents

Acknowledgements 2
Homer City Council Ordinance No. 25-64 3
Kenai Peninsula Borough Ordinance No. 6
Executive Summary 9
Core Plan 18
1. Introduction 19
2. Land Use and Environment 32
3. Public Facilities and Services 42
4. Housing 49
5. Economic Development 55
6. Transportation 62
7. Governance 67
8. Sustainability and Resilience 76

List of Appendices

Appendix A: Acronyms
Appendix B: Glossary of Key Terms
Appendix C: Methodology
Appendix D: Plan Review
Appendix E: Public Participation Overview
Appendix F: About Homer – Community Background
Appendix G: City of Homer Fiscal Trends Report
Appendix H: Land Use and Environment Chapter Background
Appendix I: Partner-Led Strategies and Actions
Appendix J: Implementation Plan
Appendix K: Border Expansion Process



Photo Credit: Derek Mueller

List of Figures

Figure 1. City of Homer Vision 19
Figure 2. Homer 2045 Comprehensive Plan: Inputs 22
Figure 3. Map of the Greater Homer Area 23
Figure 4. Community Accomplishments Since 2008 24
Figure 5. Historical and Forecasted Population in Homer and Surrounding Community Populations, 2000–2035 25

Figure 6. Top Themes from Open-Ended Questions in the Community Survey 26
Figure 7. Snapshot of Community Survey Results 27
Figure 8. Historical and Forecasted Populations for Homer and Comparison Cities in the Kenai Peninsula Borough 28
Figure 9. Income in Homer and Comparison Communities 29
Figure 10. Percentage of Homer Workforce by Industry 29
Figure 11. Results From the 2024 Community Survey 32
Figure 12. Future Land Use Map (FLUM) Primary Categories 35
Figure 13. Future Land Use Map Overlays 36
Figure 14. Future Land Use Map 37
Figure 15. Responses to the 2024 Homer Community Survey Question, “How satisfied are you with the availability of the following Health and Safety programs or services in Homer?” 42
Figure 16. Top Five Community Areas for Improvement, Historical Perspective 50
Figure 17. Short-Term Rentals as a Percent of Total Housing Units 51
Figure 18. Housing Indicators 53
Figure 19. Historical and Forecasted Populations for Homer and Comparison Cities in the Kenai Peninsula Borough 55
Figure 20. Responses to the Homer Business Survey Question, “Please rate the following factors as benefits or barriers to doing business in the Greater Homer Area.” 56
Figure 21. Percentage of Homer Workforce by Industry and Annual Wages by Industry for the Kenai Peninsula Borough 57
Figure 22. Responses to the 2024 Homer Community Survey: Preferred Level of Growth by Economic Sector 58
Figure 23. Responses to the 2024 Homer Community Survey Question, “How satisfied are you with the availability of Roads and Sidewalks in Homer?” 62
Figure 24. Existing and Potential Future Sidewalk Connections 63
Figure 25. Revenues and Expenses for the City of Homer, 2012–2022 (Millions of 2022 Dollars) 67
Figure 26. Inflation-Adjusted City of Homer Revenues, 2012, 2016, 2020, and 2022 (Millions of 2022 Dollars) 69
Figure 27. Per Capita Revenue by Category 2012 – 2022, Excluding Grants and Contributions (2022 Dollars) 69
Figure 28. Homer Sales Tax Revenues 2012–2022 (Millions of 2022 Dollars) 70
Figure 29. City of Homer Property Tax Revenues, 2012–2022 (Millions of 2022 Dollars) 70
Figure 30. Core Functions of the State of Alaska, Borough, and City 72



2045 Homer Comprehensive Plan
Executive Summary

HomerCompPlanUpdate.com



Photo Credit: Derek Mueller



Land Use and Environment

Key Themes Guiding the Plan

- Moderate Growth Desired
- Modernized Zoning is Essential for Attainable Housing, Safety, and Future Growth
- Equitable Access to Recreation and Open Space Enhances Community Well-Being
- Place-Based Planning Strengthens Homer's Distinct District and Regional Role

Goal A	Goal B	Goal C
Promote sustainable and moderate growth that preserves Homer's small-town character.	Plan for responsible development that balances environmental impacts, community connections, and infrastructure capacity.	Modernize zoning and land use regulations to reflect the community's vision.

City-Led Strategies

1. Implement a Future Land Use Map that guides future decisions about land use and growth.
2. Implement zoning reforms to support sustainable growth and attainable housing development.
3. Strategically align development regulations with natural hazard risks and land suitability to support safe, resilient, and responsible growth.
4. Protect and enhance green space in Homer to support critical habitat conservation, recreational access, and community well-being.
5. Advance place-based planning and development that supports Homer's unique community character, encourages targeted infill, and strengthens Homer's role as a regional hub.

Potential Partner-Led Strategies

6. Collaborate with public and private partners to enhance community spaces and recreational infrastructure.
7. Coordinate with regional and state agencies to align land use policies with environmental stewardship and shared planning goals.



Photo: Derek Mueller

Public Facilities and Services

Key Themes Guiding the Plan

- Reliable and Affordable Services
- Accessible, Maintained Community Facilities
- Rising Service Demands and Infrastructure Costs

Goal A	Goal B	Goal C
Provide City services that are available, affordable, and adequate.	Provide and improve City-operated facilities to meet the needs of the community, accommodate desired growth, and support sustainability and conservation goals.	Mitigate risks to City-owned infrastructure from climate change and natural hazards.

City-Led Strategies

1. Provide safe, year-round public facilities for residents of all ages and abilities.
2. Continue to provide high-quality water and sewer services within the City to meet current and anticipated demands.
3. Maintain and improve Port and Harbor infrastructure.
4. Develop new facilities to support access and safety on the Homer Spit.
5. Continue to meet the community's public safety needs for residents, visitors, and first responders.
6. Be responsive to community driven desires to enhance community services and improve the synergy between the City and other community partners to maximize resources and investments.

Potential Partner-Led Strategies

7. Identify and address the deficiencies of the Homer Airport (updated master plan, more reliable year-round service, etc.).
8. Provide opportunities for people of all ages and abilities to live, work, and play in the community, including encouraging businesses and organizations to create accessible, ADA-compliant facilities.
9. Collaborate with Borough, state, and federal partners to maintain year-round access to community facilities for recreational, educational, social, and cultural activities.



Housing

Key Themes Guiding the Plan

- Housing Supply Does Not Meet the Community Needs
- Rising Costs and Land Availability Limit Housing Development Opportunities
- Unattainable Housing and the High Cost of Living are Barriers to Economic Growth and Quality of Life
- The Rise and Proliferation of Short-Term Rentals

Goal A	Goal B	Goal C	Goal D
Preserve and produce a high-quality, healthy, safe, and energy efficient housing inventory that accommodates for projected population growth and is affordable, attainable, and safe for all Homer residents.	Develop Homer's housing inventory to be compatible with the beloved existing community character while allowing for essential growth and density.	Align housing development with the City's preservation and sustainability goals, minimizing the environmental impact of new construction.	Build strong community and regional partnerships around housing to improve housing attainability and affordability.

City-Led Strategies

1. Implement zoning reforms to encourage attainable housing development for young people, families, seniors, college students, and seasonal workers.
2. Assess Homer's housing needs and maintain data collection.

Potential Partner-Led Strategies

3. Develop incentives and public-private partnerships for affordable and long-term housing development.



Photo: Art Koeninger

Economic Development

Key Themes Guiding the Plan

- Population Expected to See Slight Growth
- Residents Value the Quality of Life but Struggle with Cost of Living, Housing
- Fishing and Tourism Industries Remain Strong Economic Drivers

Goal A	Goal B	Goal C	Goal D	Goal E
Enhance Homer's defined downtown to drive commerce, business, and resident and visitors' services.	Support Homer's economy by honoring traditional industries, while supporting expansion of select industries that maintain the character of Homer.	Support workforce development in key sectors to increase year-round, high wage employment opportunities.	Develop and maintain sustainable, accessible infrastructure that supports a thriving local economy.	Sustain Homer as an active, vibrant, healthy community with year-round opportunities to enjoy art, events, and recreation.

City-Led Strategies

1. Invest in infrastructure that supports economic growth in key sectors.
2. Celebrate Homer's status as a vibrant hub for arts, culture, and community engagement.
3. Sustain Homer's role as an agricultural hub.

Potential Partner-Led Strategies

4. Support Homer's youngest residents and their families by making sure they have what they need to grow and thrive, including access to child care.
5. Expand career and job training resources, particularly in trades, construction, marine trades (including mariculture and shipping industries), and healthcare industries, to retain young residents and provide year-round employment.
6. Support access to quality, affordable health care.
7. Promote fishing and maritime services as viable career options in Homer and demonstrate long-term support for and commitment to the industry.
8. Promote food security.
9. Address barriers to workforce recruitment and retention (e.g., housing, child care).
10. Pursue moderate, sustainable growth in tourism, focusing on activities that benefit small businesses and minimize negative impacts on community character.
11. Support Homer's seniors, including the ability to remain in the community as they age.
12. Support high-quality K-12 and higher education in Homer, support teachers, and sustain lifelong learning opportunities for all residents.



Transportation

Key Themes Guiding the Plan

- Homer Maintains a Separate Transportation Plan
- A Transportation Hub for the Region
- Road and Sidewalk Maintenance is a Community Priority
- Residents Walk and Bike Year-Round
- Traffic Flow and Safety Concerns
- Continued Interest in Transit Opportunities

Goal A	Goal B
Provide a resilient non-motorized transportation network focused on connectivity, safety, and access to the downtown, to schools, and to trails for users of all ages and abilities.	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.

City-Led Strategies

1. Build or improve safe roadway and pathway access and connections to key locations.
2. Maintain a year-round transportation network.

Potential Partner-Led Strategies

3. Maintain continued safe airport and ferry operations to support the movement of people and goods to and from the community and maintain Homer's status as a regional hub.
4. Explore public transit options, particularly in the Homer Spit area, to alleviate traffic congestion and improve accessibility for seasonal workers, residents, and visitors.
5. Install benches, trash cans, bike racks and create drop-off and pick-up locations for buses, taxis and visitors, in alignment with the Homer Wayfinding and Streetscape Plan.
6. Explore public parking in downtown.

Note: **The 2024 Transportation Plan** identified four key goals for transportation in the City of Homer:

- *Goal 1:* Increase Safety of Interactions Between Different Modes of Travel
- *Goal 2:* Provide a Connected Network of Local and Collector Roads and Trails That Balances Modes Based on Land Use Contexts
- *Goal 3:* Maintain Transportation Network to Be Usable Year-Round
- *Goal 4:* Provide Expanded Transportation Options for Residents and Visitors

This chapter supplements the 2024 Transportation Plan's specific recommendations and focuses on topics that received less coverage in the Plan.



Photo: Lorna Branzuela

Governance

Overarching Theme Guiding the Plan

- The City of Homer Faces Fiscal Uncertainty

Other Themes Guiding the Plan

- Revenue Growth Driven by Tourism, but Inflation Limits Gains
- Dependence on Sales Tax as a Primary Revenue Source
- Aging Population and Increased Property Tax Exemptions
- Staff Capacity Challenges Impact Service Delivery
- Public Engagement and Fiscal Transparency are Important
- Core Functions Distributed Between the State of Alaska, Kenai Peninsula Borough, and City of Homer
- The Value of Collaboration and Partnerships in Fiscal Sustainability

Goal A	Goal B	Goal C
Maintain long-term financial stability.	Enhance fiscal transparency and community engagement.	Strengthen collaboration and partnerships.

City-Led Strategies

1. Develop a long-term fiscal plan that is proactive, sustainable, and responsive to short-term challenges and opportunities.
2. Diversify revenue streams to reduce dependence on sales and property taxes.
3. Conduct operational efficiency audits to identify cost savings and streamline municipal services.
4. Increase public participation in budget planning, improve access to financial data, and foster community discussions so that policies reflect the needs and priorities of residents both inside and outside City limits.

Potential Partner-Led Strategies

5. Identify opportunities to coordinate with organizations including Tribal organizations, Alaska Native Corporations, public entities, and local and regional non-profits to leverage resources and provide services more cost-effectively.
6. Work with the Kenai Peninsula Borough to advocate for and implement policies that fiscally benefit borough communities.



Photo: Kyra Wagner

Sustainability and Resilience

Key Themes Guiding the Plan

- Natural and Climate-Driven Hazards Increase Risks to People and Infrastructure
- Sustainability and Resilience Are Core to City Planning and Investments
- Open Space and Natural Lands Support Long-Term Community Well-Being

Goal A	Goal B
Protect both existing and new infrastructure from the impacts of climate change, environmental constraints, and hazards.	Encourage Homer residents to be proud stewards of their community and the spectacular natural setting around them.

City-Led Strategies

1. Modernize City operations for long-term efficiency and resilience.
2. Reduce risk from natural hazards through proactive siting and planning.
3. Enhance natural drainage systems.

Potential Partner-Led Strategies

4. Leverage partnerships to advance community-wide sustainability and resilience.



2045 Homer Comprehensive Plan
Core Plan

HomerCompPlanUpdate.com

1. Introduction

The 2045 Homer Comprehensive Plan serves as an aspirational guide for shaping the long-term vision, growth, and development of our community. It is a blueprint that sets forth goals, strategies, and actions to inform policymaking and decision-making across land use, infrastructure, housing, transportation, and environmental stewardship. The plan is a living document-intended to be periodically reviewed and amended in response to changing conditions, emerging needs, and evolving community values. Its implementation must always be grounded in the realities of available public resources and pursued in a fiscally responsible and sustainable manner to maintain its relevance and effectiveness serves the community's best interest over time.

Figure 1. City of Homer Vision



Photo Credit: Derek Mueller

Plan Purpose

The City of Homer is updating the 2018 Comprehensive Plan to recognize and celebrate what we have **accomplished**, to address new **challenges and opportunities** for our community, and to coordinate efforts to **achieve our shared vision for a future Homer**.

The 2045 Homer Comprehensive Plan serves as a community resource and guide for community leaders, residents, and other partners to protect what residents value most about Homer while enhancing the quality of life for current and future residents. The 2045 Homer Comprehensive Plan is **Phase 1** of a two-phased project. In **Phase 2**, the project team will work closely with the City of Homer to update the City's zoning code, Title 21, to support the land use recommendations in the updated plan.

The updated Homer Comprehensive Plan is a combination of long-term vision, goals, and practical strategies that will: guide decisions about land use and environment, housing, public services and infrastructure, transportation, economic development, health and wellness, sustainability, resilience and climate change, and quality of life, and more. It provides a roadmap for implementation, with clear priorities and actions.

What is a comprehensive plan?

A combination of **long-term goals** and **short-term strategies** that **guides decisions** about land use, housing, public services and infrastructure, transportation, economic development, health and wellness, sustainability, resilience and climate change, quality of life, and more. The plan provides a road map for implementation with clear priorities and action items. The **Future Land Use Map** in the comprehensive plan provides a blueprint that sets **intent** for how the area will accommodate change and meet resident needs.

What is a zoning code?

Zoning code and the zoning map are local laws governing **how land is used or developed**, where and how buildings are sited, and rules related to how a property functions. Zoning is the tool used for achieving the intent set by the comprehensive plan and goals set in the Future Land Use map.

Why do we need an updated comprehensive plan?

- The first Homer Comprehensive Plan was adopted in 1954. The plan has gone through periodic updates every five to ten years. The 2018 update was a technical update and did not include significant changes from the previous major plan, which was completed in 2008.
- The conditions around the Greater Homer Area have evolved since 2018, and the community has made progress from the 2018 Homer Comprehensive Plan.
- The 2018 plan update was conducted internally by City staff with input from the City Council and City commissions/ advisory boards. The 2018 plan did not include a major public participation component.
- The City is updating the zoning and planning sections of the City Code (Title 21) to make the code more effective, efficient, and user-friendly. This update aims to support better development decisions, particularly on key issues like housing, natural hazard mitigation, and urban sprawl. To align the code with Homer's current needs, the City wants to align the code updates alongside the up-to-date plan.

Alaska Statute, Title 29

Title 29 of Alaska Statute requires that cities and boroughs must engage in some form of land use regulation:

AS 29.40.030(b). Comprehensive Plan.
*(a) The **comprehensive plan** is a compilation of policy statements, goals, standards, and maps for guiding the physical, social, and economic development, both private and public and may include, but is not limited to, the following:*
(1) statements of policies, goals, and standards;
(2) a land use plan;
(3) a community facilities plan;
(4) a transportation plan; and
(5) recommendations for implementation of the comprehensive plan.

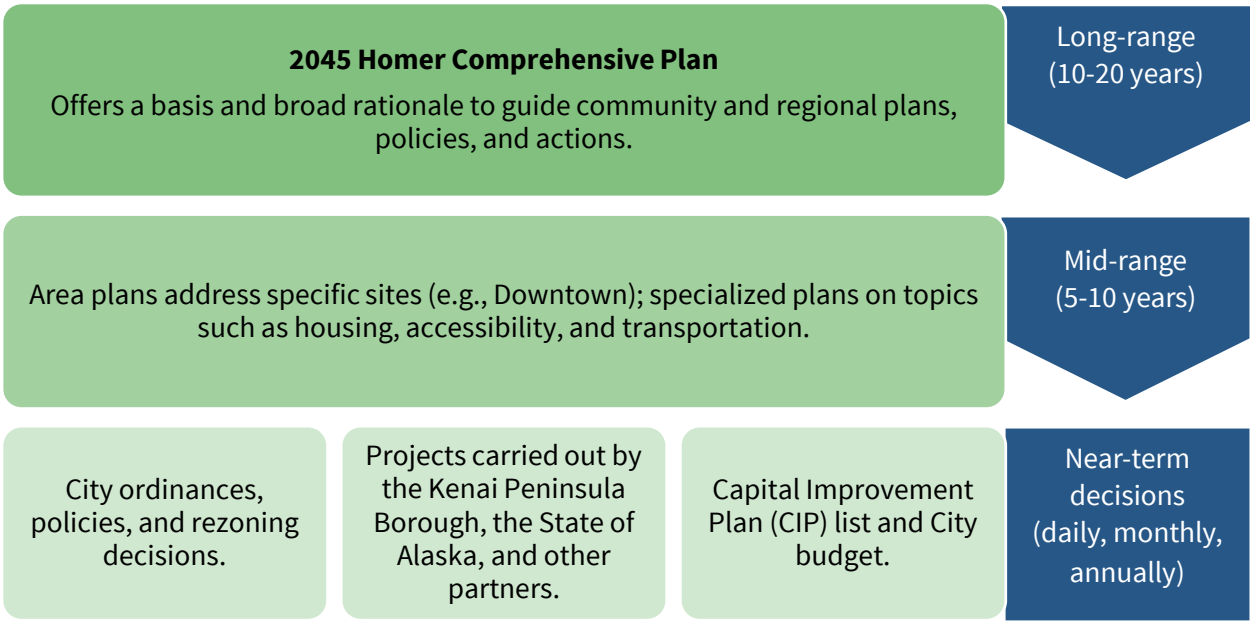
How does this 2045 Homer Comprehensive Plan relate to the 2018 Homer Comprehensive Plan?

The 2045 Homer Comprehensive Plan and accompanying Future Land Use Map provide broad direction and guidance for the Homer community. This update process recognized changes to community characteristics and resident needs in the last five years, especially with consideration for Phase 2 of this project, the Homer Title 21 Code Update. For example, this plan includes a chapter on housing to reflect the concerns in Homer and much of the state about the availability of quality, affordable housing, where the 2018 plan did not have a dedicated chapter on housing. The 2018 Plan also emphasized the use of Green Infrastructure, and this Plan recognizes the importance of green infrastructure (i.e., nature-based solutions) but frames these needs in terms of drainage and stormwater management. This updated plan aims to have practical strategies and goals that are widely accepted by the community and implementable by the City of Homer, the community, and other partners.

Some of the recommendations in the 2018 Homer Comprehensive Plan are still relevant today.

This plan includes strategies and actions that have been adapted from the 2018 Comprehensive Plan. These strategies and actions are identified in the focus area chapters using a green diamond symbol: ♦

How does this plan relate to other community plans?

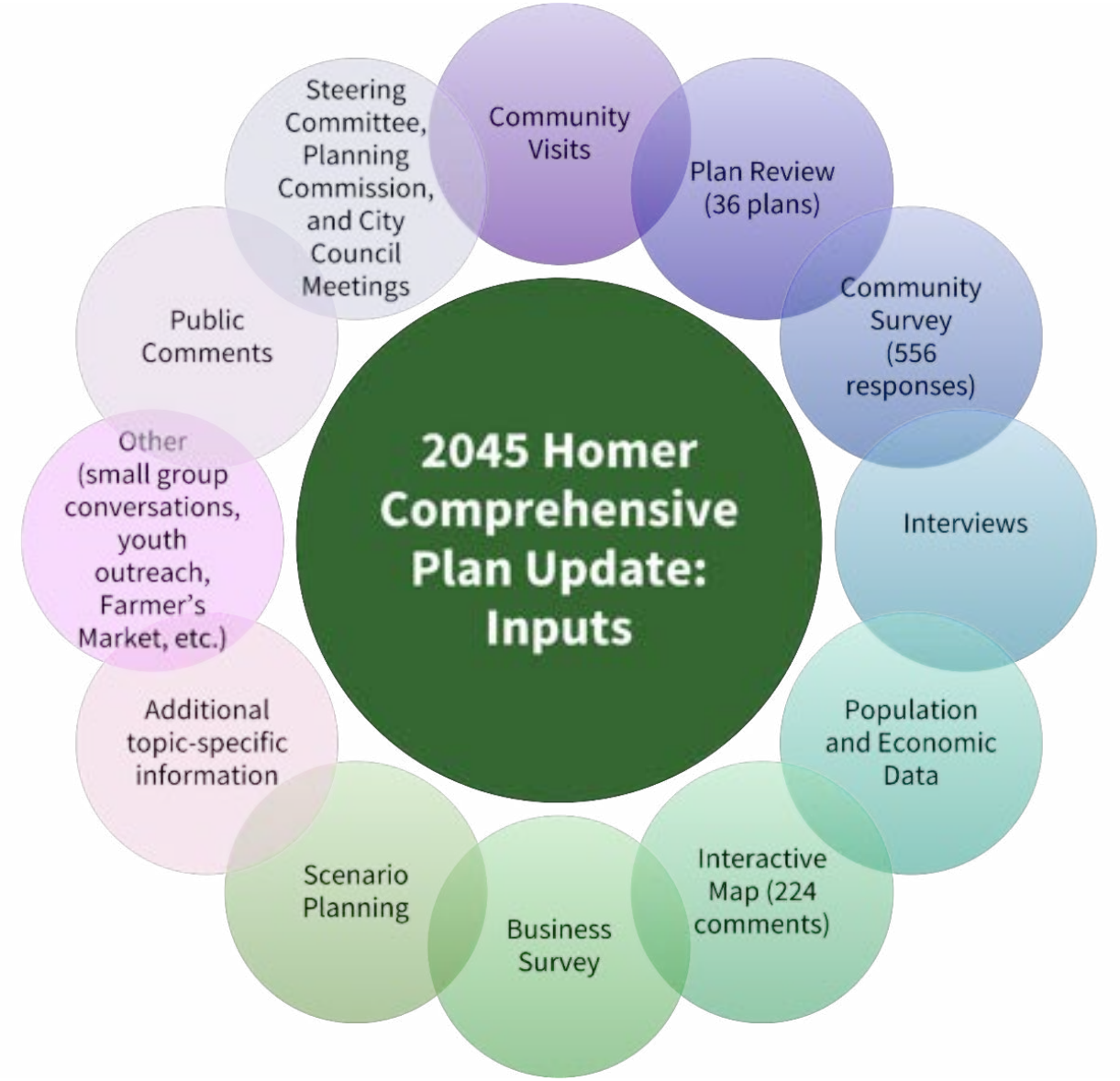


Methodology

How was this plan developed?

This plan was developed with extensive input from residents, City leadership and staff, commissions, committees, and other community leaders, as well as regional, state, and federal partners. See the list of inputs in Figure 2. The planning process kicked off in December 2023, with adoption in fall 2025. For a detailed summary of the project activities and inputs that contributed to the plan, see Appendix C: Methodology. Detailed summaries of project outreach activities can be found on the project website: homercompplanupdate.com.

Figure 2. Homer 2045 Comprehensive Plan: Inputs



Context

Project Area

The "Greater Homer Area" encompasses the City of Homer and its neighboring communities, including Diamond Ridge, Kachemak City, and Fritz Creek. Located on the southwestern edge of Alaska's Kenai Peninsula, this region contains a broad mix of services, employment, housing, and recreational opportunities. The area is defined by its distinctive geography—coastal lowlands and tidal flats along Kachemak Bay, the narrow 4.5-mile Homer Spit with its seasonal marine commerce, and upland ridges that support residential and agricultural uses with sweeping views of the bay and mountains. The Sterling Highway and Alaska Marine Highway connect these communities to Homer, supporting daily flows of people and goods and reinforcing Homer's role as a regional hub. While the policies in this plan focus on the City of Homer and services within its jurisdiction, they are written with consideration for the City's connections to the greater area it serves (Figure 3).

Figure 3. Map of the Greater Homer Area





Why update the Plan now?

The City of Homer has made progress since the 2008 Homer Comprehensive Plan Update (see Figure 4).

Figure 4. Community Accomplishments Since 2008

✓ Built a new police station and completed repairs to fire department	✓ Completed an Americans with Disabilities Act (ADA) transition plan for City facilities	✓ Revised the Community Design Manual
✓ Added public restrooms in downtown Homer and Homer Spit	✓ Completed the Climate Action Plan Progress Report	✓ Reduced parking requirements for homes and businesses
✓ Renovated and expanded City Hall	✓ Constructed port and harbor office	✓ Updated the Homer Transportation Plan
✓ Improved trail systems and built new sidewalks; completed trail between harbor and Seafarers Memorial	✓ Developed updated beach policy and revised Coastal Bluff construction setback regulations	✓ Rezoned areas according to the Future Land Use Map such as creating the Town Center, East End Mixed Use and Medical Zoning Districts
✓ Completed upgrades to End of the Road, Bishop's Beach, Jack Gist, and Karen Hornaday Parks	✓ Increased police and emergency response coverage	✓ Expanded Community Recreation Services and public-private partnerships
✓ Modified City budget and taxation based on major reductions of state funding to municipalities	✓ Completed long-range planning for future facilities such as public works and indoor recreation	✓ Continued purchasing lands in the Bridge Creek Watershed Protection District to protect public drinking water
✓ Completed cruise ship disembarkment improvements and harbor overlook at Deep Water Dock	✓ Completed a Wayfinding and Streetscape Plan and began making improvements	✓ Updated the Homer Spit Plan and followed up with zoning revisions and parking management

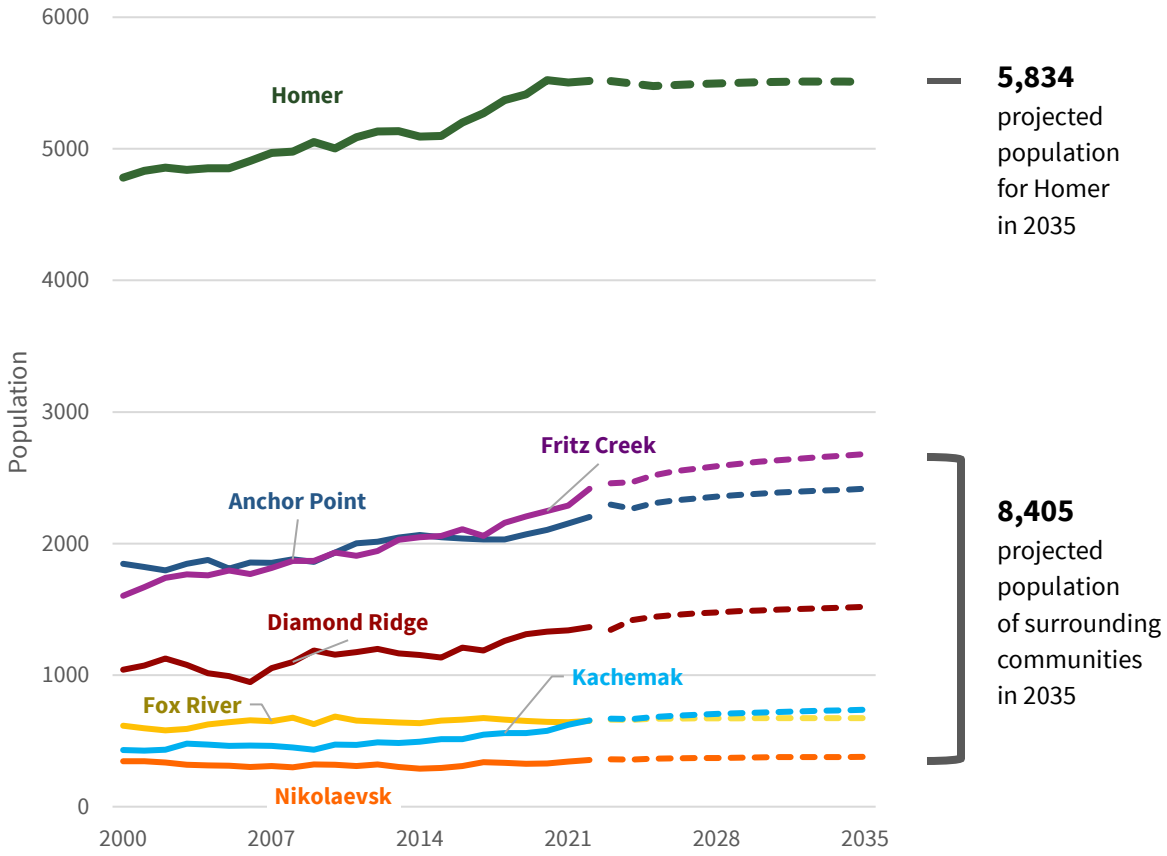
At the same time, the City of Homer and surrounding area have changed significantly since the technical update in 2018. The following are a list of other impactful changes that have occurred:

- Homer is experiencing a **growing senior population;** the percentage of the population that is 65 or older increased from 14 percent to 22 percent between 2013 to 2022. [1]
- The **COVID-19 pandemic** left lasting impacts, from changes in worker habits to higher inflation.
- Impacts from **climate change** are a growing concern.
- The City is planning for **port, harbor, and Homer Spit ("the Spit") improvements** to meet economic needs and increase resilience to natural hazards and climate change.
- **Housing** is increasingly cited as a concern for hiring and retaining workers and for the overall quality of life.
- The City is facing **fiscal uncertainty**, necessitating careful planning and prioritization of resources (see Chapter 7: Governance for more details).

[1] U.S. Census Bureau American Community Survey 2022 data

- The area's **population has continued to grow**. Figure 5 shows historic and forecasted population trends in Homer and the surrounding communities.
    - Homer's population in 2022 was 15.4 percent larger than it was in 2000 (**green line on chart**).
    - Considered together, the surrounding communities around Homer were 30.0 percent larger in 2022 than in 2000, outpacing growth within City limits.
    - Since 1994, the total population of the surrounding communities has exceeded the population in the City of Homer.
    - Many residents in these surrounding communities work in the City and/or rely on City services, facilities, and businesses. Many of these residents also have shared they would like to live in Homer but cannot afford to live within City boundaries; housing cost and housing affordability are often cited as a barrier.

Figure 5. Historical and Forecasted Population in Homer and Surrounding Community Populations, 2000–2035



Note: Population and economic data in this plan are current as of 2022; updated data are released annually by the U.S. Census Bureau and the Alaska Department of Labor and Workforce Development.

Source: Alaska Department of Labor and Workforce Development and Northern Economics analysis (see Appendix F for details). Population projections are updated regularly; for most current estimates, visit https://live.laborstats.alaska.gov/article/alaska-population-projections

Community Voices: Highlights from the Community Survey

This section showcases highlights from the community survey, including key themes and findings. To view a detailed summary of community survey results, click here.

Figure 6. Top Themes from Open-Ended Questions in the Community Survey

TOP 3 THEMES: What three things do you **value most** about living in Homer?

Community, small town feel, family and friends



Natural beauty and scenery



Access to outdoor activities and ocean



"Thank you for gathering this input! Homer has been an amazingly connected and healthy place for me, and I want it to remain so for my kids and any who are drawn to our engaged, connected community."

TOP 3 THEMES: What 3 things do you find **most challenging** about living in Homer?

Overall cost of living



Infrastructure and transportation challenges



Lack of affordable housing



"The lack of affordable homes/rentals for locals year-round. I have a year-round dwelling, but I am seeing many service workers being priced out of living here."

TOP 3 THEMES: 20 years from now, what does your **ideal Homer** look like?

Homer has retained its small-town character



Affordable housing and reasonable cost of living



Walkable, vibrant downtown



"I came here to work a seasonal job… I stayed because Homer gave me the space and support to be who I am. I love this place deeply; I love the fun and quirky community that I've found."

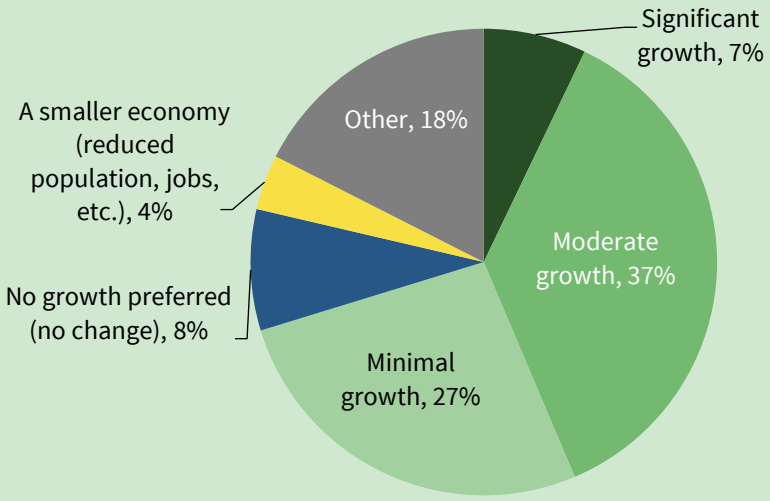
Who responded to the 2024 Community Survey?

Five hundred fifty-six (556) people participated in the survey, exceeding our goal of five hundred participants. Two hundred twenty-four (224) comments were received on the interactive map. Of the 556 survey participants:

- 70 percent have lived in Homer more than a decade.
- 91 percent live in Homer year-round.
- 39 percent reside within the City of Homer limits.[2]

Figure 7. Snapshot of Community Survey Results

Desired Growth



Most open-ended comments about growth discuss "sustainable and controlled growth" with a focus on planning that considers environmental impact, infrastructure capacity, and preservation of Homer's character.

Housing Highlights

- 76% of survey participants are satisfied/very satisfied with their current housing situation.
- 68% say housing is too expensive in Homer.
- 66% say more attainable starter homes are needed for younger residents, families, or residents that wish to downsize.

Quality of Life

- A combined 82% rate the quality of life in Homer as good/ excellent.
- A combined 88% rate Homer as a good/ excellent place to raise a family.

Top Priorities and Projects for Homer to Focus on for the Next 10-20 Years

- Increase supply and accessibility of affordable housing.
- Encourage the retention and creation of more year-round, higher wage jobs.
- Preserve key open public spaces within the city from development.
- Create a livable, walkable, vibrant downtown.
- Encourage renewable energy projects.
- Increase access to recreational opportunities for visitors and residents.

These priorities were identified as "important/ very important" by 74% or more of community survey participants.

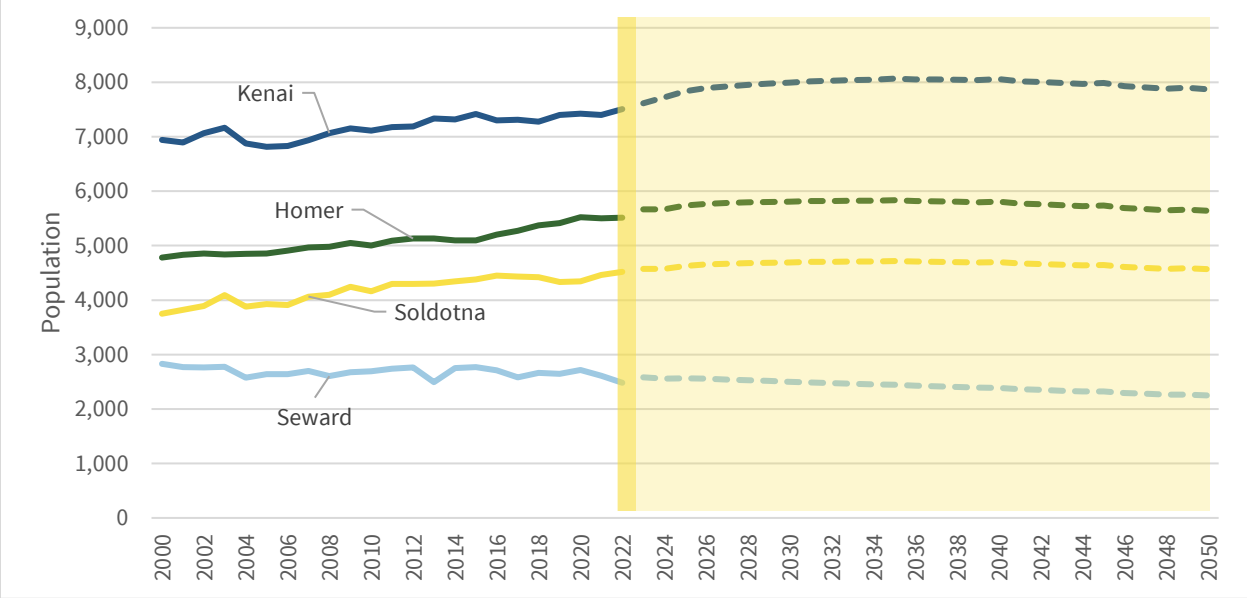
[2] The project team conducted a deeper review of many of the community survey results to check for variations by age, income, and location. There was minimal variance across these categories. See the comparison results at homercompplanupdate.com.

Homer by the Numbers: Where have we been? Where are we today? Where are we headed?

Our People* *Arrows depict trends from 2013-2022*

Total population: 5,515 ↑ 7%	Ages 65+: 22% of population ↑ 8%
Predicted population growth: ↑ 2.3% by 2050	School enrollment: 1,745 ↓ 5%
Median age: 40.8 ↓ 4%	

Figure 8. Historical and Forecasted Populations for Homer and Comparison Cities in the Kenai Peninsula Borough



Sources for this page: Alaska Department of Labor and Workforce Development, 2022; US Census Bureau American Community Survey: 2022, 2013 (ACS 5-Year Estimates), Kenai Peninsula Borough School District, 2022, and Northern Economic Analysis, 2024; Northern Economics Analysis, 2024.

*Note: Population and economic data in this plan are current as of 2022; updated data are released annually by the U.S. Census Bureau and the Alaska Department of Labor and Workforce Development. Percentages may not add to 100% due to rounding.

At-A-Glance Homer History *(adapted from the 2018 Comprehensive Plan)*

- Home to Indigenous people for over 8,000 years; archeological evidence of campsites on the Homer Spit.
- 1896 – Homer Pennock arrived with a crew of 50 gold miners and developed a small settlement on the Spit.
- Early 1900s to today – fishing developed into an important industry.
- 1964 – Year of city's incorporation and the Good Friday earthquake, which devastated Seldovia's waterfront; the Spit also subsided several feet.
- 1989 – Exxon Valdez oil spill impacted Homer's coastline.
- 2002 – Annexation of 4.6 square miles.

Our Economy*

Median annual household income (inflation-adjusted): $69,757 ↑ 30%	Estimated gross earnings for commercial fishermen: $117,873,969 ↑ 42%	Annual unemployment rate: 5.4% ↑ 43%	Top industry: Education, health care and social assistance

Figure 9. Income in Homer and Comparison Communities

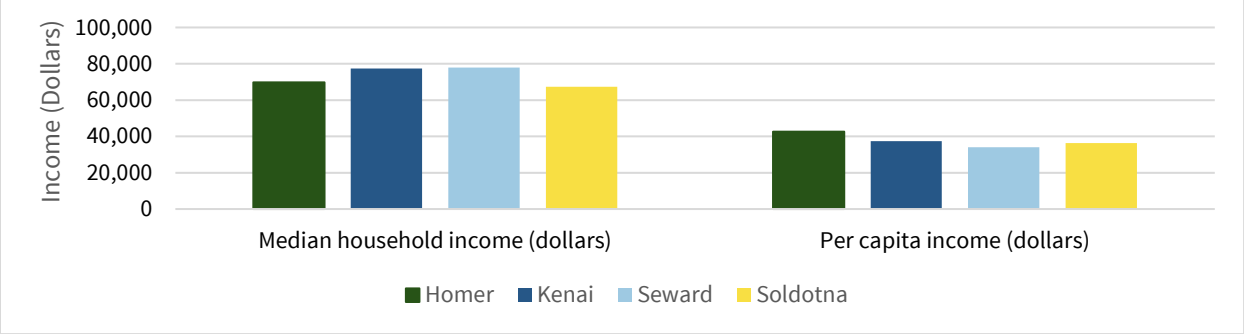
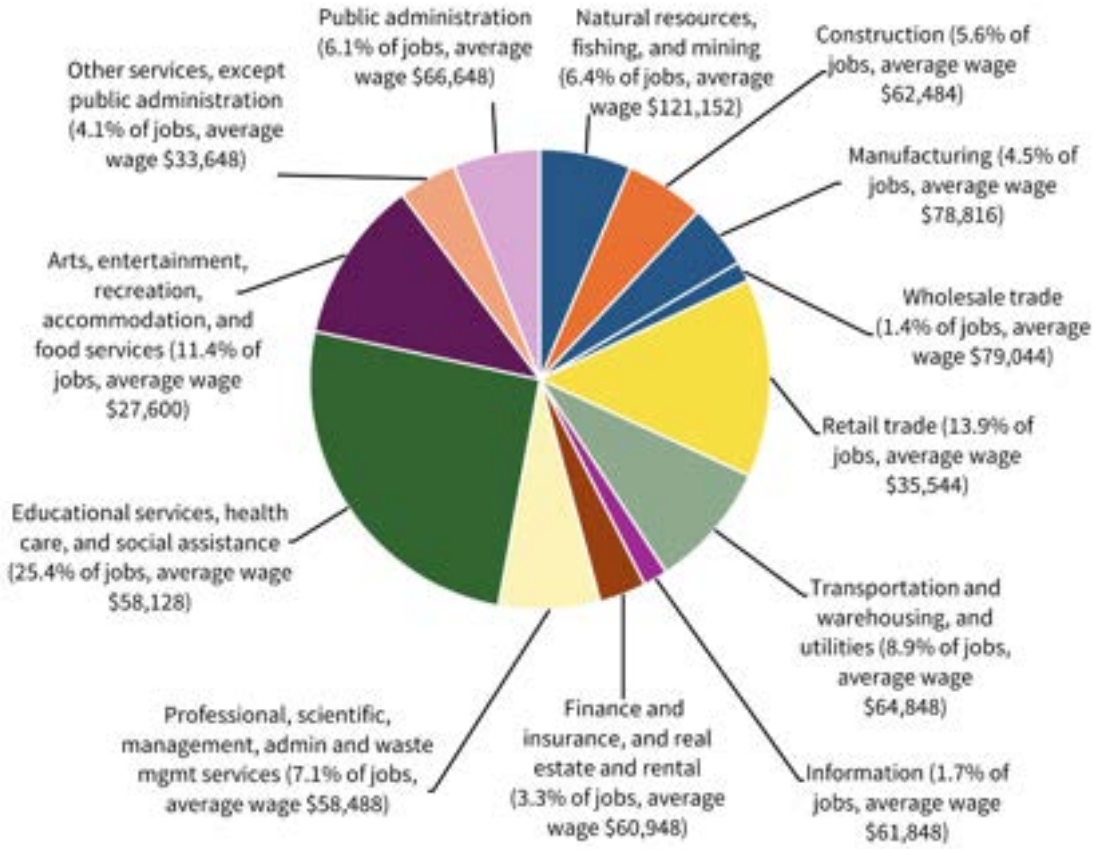


Figure 10. Percentage of Homer Workforce by Industry



Sources for this page: 2018 Homer Comprehensive Plan (History); Alaska Department of Labor and Workforce Development, 2022; US Census Bureau American Community Survey: 2022, 2013 (ACS 5-Year Estimates); ADOLWD Current Quarterly Census of Employment and Wages; Northern Economics Analysis, 2024. *Note: Population and economic data in this plan are current as of 2022; updated data are released annually by the U.S. Census Bureau and the Alaska Department of Labor and Workforce Development. Percentages may not add to 100% due to rounding.

How to Use This Plan

This plan serves as a basis and rationale for other community policies and actions, including: site-specific and neighborhood plans; specialized plans addressing housing and other topics; ordinances and other policies carrying out comprehensive plan goals; projects carried out by City staff; and a tool for communicating priorities and funding requests to state and federal government or other funders, such as the Capital Improvement Plan CIP list, neighborhood-initiated rezones, or special legislative appropriations.

The goals of this plan give the City and community a broad vision and direction to work toward in the coming years. A key element of this plan is the Future Land Use Map, which offers broad guidance on preferred future land use and will inform future changes to zoning, land uses, housing, transportation, and recreation-related policy decisions.

Most importantly, this plan should serve as a key tool for community leaders and residents in their short-term and long-term planning and decision-making. In conjunction with more detailed plans and current information, the plan should be the backdrop and foundational reference for all City Planning Commission and Council meetings and rulings regarding the project area, and for City departments in their daily operations. See below for a specific breakdown of how different stakeholders might use the plan.

How to use this Plan if you are a…

Resident Use as a tool to protect or improve the things you love about the area; for example, to propose a trail connection, or to learn about where the community agreed future development might take place.	**City Staff** Guide decision-making on land use changes such as zoning, and permitting; identifies needed policy changes and enforcement priorities.	**City or Regional Representative** Use when City Commissions, Boards, and Council members make decisions, rulings, and create policy in the project area.
Property Owner or Developer Identify areas where different types of growth are encouraged or discouraged while summarizing housing, transportation, and commercial needs.	**Business Owner** Use to understand where your type of business may be best located or what community priorities could inform a business idea and plan.	**Grant Writer** Use to demonstrate communitywide support for key priorities in the project area when applying for funding from state, federal, and other sources.

What's in this Plan

Executive Summary	Core Plan	Appendices
Offers a graphic, condensed summary of the plan, including the City's vision, goals, and strategies for each topic.	Includes additional information on the process, area, and key issues that were used to inform the goals and strategies.	Includes extensive background information, context, and discussion used to inform the Future Land Use Map and related plan goals and strategies. See the Table of Contents for the full list of appendices.

Plan Amendments and Updates

The Kenai Peninsula Borough holds planning and platting authority; therefore, all plan amendments and updates require approval by the Borough. This is intended to be a 20-year plan, although if conditions change significantly in the community within the 20-year period (such as major population growth or population loss), it may be necessary to update sooner.

Chapters in the Core Plan and Chapter Organization

The following chapters are included in the plan:



2. Land Use and Environment | 3. Public Facilities and Services | 4. Housing | 5. Economic Development | 6. Transportation | 7. Governance | 8. Sustainability and Resilience

Chapters are organized into the following components:

Key Themes: Each chapter in this plan begins by identifying key themes that describe current conditions, community perspectives, and relevant trends for that focus area.

Goals: Themes are followed by a broad set of goals. The goals identify long term, aspirational improvements.

City-Led Strategies and Actions: Each chapter includes a set of policies (strategies and actions) that guide residents, the City, and partners in achieving the vision and goals of the plan. A subset of strategies are identified as proposed priority strategies. These strategies were selected based on the community survey and related inputs such as the growth scenarios activity, feedback received during the public review draft, and input from City boards and commissions. Priority strategies include a more detailed action table that identifies who should lead and support implementation, estimated resources (staff capacity, policies, funding) that may be needed, and whether the action is short, medium, or long-term. Appendix J brings the action plans from all chapters into one place, as well as a list of potential funding resources.

Key Icons in the Plan:

- Priority: An emerging priority for implementation
- Capital: An action that includes a potential capital project
- Code: An action that recommends a specific code revision
- 2018: An action adapted from/carried over from the 2018 Comprehensive Plan

After plan adoption, City staff and commissions use the action plans to collaboratively prepare annual work plans to help guide implementation, with each commission selecting three actions from the plan to advance during the year. These annual work plans will reflect available resources and guide leadership and staff, while also providing Homer residents, businesses, and partners a picture of progress tied to budget and capital improvement priorities.

Potential Partner-Led Strategies: Partners play a key role in achieving the community's vision and goals and supporting implementation of the plan. Following the City-led strategies, each chapter features a set of potential partner-led strategies. Appendix I includes additional detail on these strategies, including a list of potential actions for many of the partner-led strategies.

Policies in Other Chapters: In some cases, a policy may support goals in other chapters. For example, harbor-related policies are relevant in the Public Facilities and Services chapter, the Transportation chapter, and the Economic Development chapter. To reduce redundancy, each policy is only listed once; the end of each chapter features a table with cross-references to other chapters.



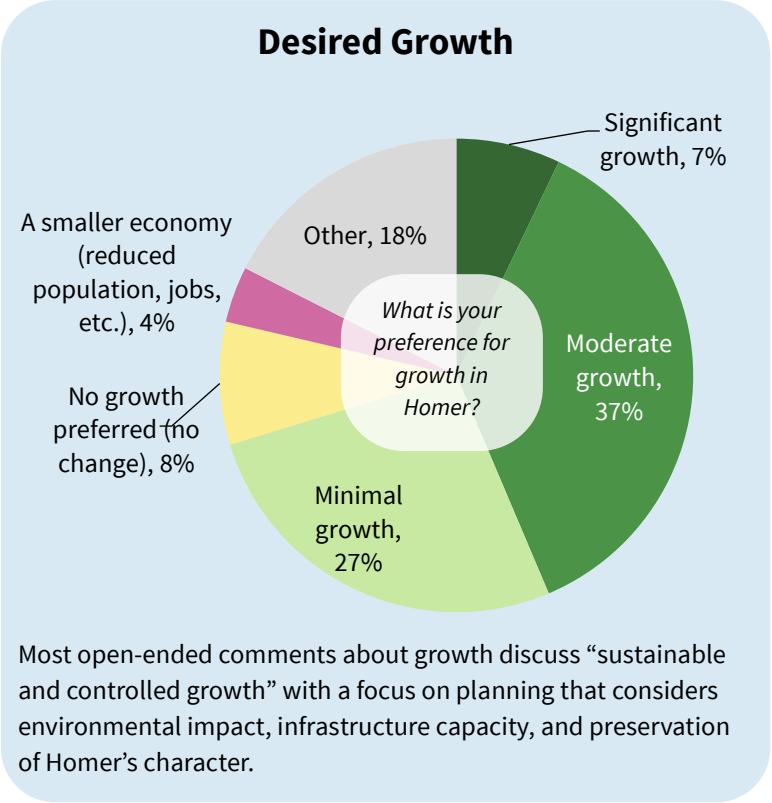
2. Land Use and Environment

Key Themes Guiding the Plan

Moderate Growth Desired

Homer's population is projected to grow at a slower rate over the next 20 years and most residents want to see growth occur moderately and sustainably within City boundaries. [3] As shown in Figure 11, nearly 65 percent of the 548 respondents in the community survey prefer minimal to moderate community and economic growth and 75 percent of the 91 respondents in the Growth Scenarios Report Card chose scenarios that reflect a more dense, central, and connected development pattern. According to multiple comments received from interviews, community events, and surveys, Homer places a high value on preserving its small-town character through growth that prioritizes equitable access to resources, respects ecological benefits and limits, and enhances local resilience.

Figure 11. Results From the 2024 Community Survey



Most open-ended comments about growth discuss "sustainable and controlled growth" with a focus on planning that considers environmental impact, infrastructure capacity, and preservation of Homer's character.

Modernized Zoning is Essential for Attainable Housing, Safety, and Future Growth

Homer's current land use regulations no longer reflect the community's development needs or values. Residents have called for more attainable housing options, greater consideration of natural hazards, and updates to zoning standards that align with infrastructure availability and environmental constraints. Most survey respondents (87 percent) said increasing affordable housing was important, yet many central areas are zoned in ways that limit higher-density options, infill, or non-traditional housing types such as townhomes, Accessory Dwelling Units (ADUs), or modular homes. 66 percent of respondents agreed that starter homes are especially needed. Meanwhile, approximately 35 percent of Homer's land base includes wetlands, steep slopes, or critical habitat that limits development feasibility and increases hazard exposure. [4] Residents want code updates that allow for more flexibility in building types, incentivize infill and redevelopment in appropriate areas, and require private and public development consideration of runoff, slope stability, and infrastructure capacity. Aligning

[3] Alaska Department of Labor and Workforce Development. (2023). *Alaska population projections 2023 to 2050*. https://live.laborstats.alaska.gov/pop/projections/pub/popproj.pdf

[4] From spatial analysis performed on environmental constraints overlay of the Future Land Use Map.

Homer's zoning code with these goals is essential to support equitable housing, reduce long-term hazard risks, and guide future growth that respects the City's landscape and resources.

Equitable Access to Recreation and Open Space Enhances Community Well-Being

Residents value the many ways they engage with Homer's outdoors—from informal shoreline access to year-round trail use and recreation in neighborhood parks. In the community survey, 77 percent of respondents identified preservation of public open space as important. Though Homer has a broad inventory of public and quasi-public land, not all areas are easily accessible, and some active-use spaces are not formally protected for open space or recreation in current land use designations. Community members expressed strong interest in improving park facilities, expanding all-season trail networks where feasible, and ensuring beach access remains safe and publicly available. As Homer continues to grow, access to existing open space will be a key factor in maintaining health, social connection, and quality of life for all residents.

Place-Based Planning Strengthens Homer's Distinct District and Regional Role

From the economic and cultural activity on the Homer Spit ("the Spit") to the services concentrated in the downtown core, different areas of Homer serve different functions in the daily life of the community. Residents and stakeholders have called for more detailed planning in these unique places to guide development that supports their intended purposes. Coordinated land use planning, infrastructure investment, and zoning updates in key areas will help maintain Homer's role as a connected regional center.



Homer residents gathered for the October 21st, 2024 Growth Scenarios Work Session.

Goals

Goal A	Goal B	Goal C
Promote sustainable and moderate growth that preserves Homer's small-town character.	Plan for responsible development that balances environmental impacts, community connections, and infrastructure capacity.	Modernize zoning and land use regulations to reflect the community's vision.

A key element of this plan is the **Future Land Use Map**, which offers broad guidance on preferred future land use and growth and will inform future changes to zoning, subdivisions and other land uses, housing, transportation, and recreation-related policy decisions.


Beluga Lake

The Future Land Use Map is a vital tool for guiding development and resource management. Key considerations include:

- *Zoning Designations:* Clear classification of areas for residential, commercial, industrial, and conservation uses.
- *Compatibility with Existing Uses:* Ensuring new land uses align with current neighborhood characteristics and infrastructure.
- *Environmental Considerations:* Incorporating natural features and constraints into land use planning to protect ecosystems.
- *Community Input:* Engaging residents in the planning process to reflect their needs and priorities in the land use designations.

Zoning is a regulatory framework or policy that describes how land can be used in the present; it provides some overarching restrictions to avoid conflicts with land uses within a designated area. A future land use map identifies broad future land use intentions for an area. Zoning codes are law and a way to implement and enforce land use goals within a specified area, while a future land use map aligns with existing and desired future land use in the project area. The plan and the associated Future Land Use Map will not immediately result in zoning changes. Rather, the proposed land use categories and recommended zoning improvements in this plan provide categories and tools to guide land use decisions in the City in a way that guides the vision for the area, promotes planning best practices, and considers local context. If there are proposed rezones in the project area, the Future Land Use Map will guide the zoning actions.

This plan takes two general approaches to guide development in relation to environmental conditions. One is to "overlay" information regarding environmental constraints and opportunities onto the Future Land Use Map. This means, for example, that some portions of an area identified for development would be limited by the site-specific presence of steep slopes, wetland areas, drainage channels, etc. The second broad strategy is to recommend that appropriate standards be adopted so that where development does occur it is designed to respect environmental functions and characteristics. Examples in this category include site development policies for drainage, vegetation, and grading.

☑ A Future Land Use Map DOES:	⊘ A Future Land Use Map does NOT:
• Anticipate development needs, opportunities, constraints. • Identify suitable/unsuitable types of development. • Propose recommendations for how an area should develop. • Establish policies and standards to guide development. • Recommend improvements to zoning codes. • Guide decisions about rezones and future area planning.	• Act as a zoning document. • Make changes to existing zoning codes. • Apply retroactively.

City-Led Strategies and Actions

1. Implement a Future Land Use Map that guides future decisions about land use and growth.

Note: Actions associated with this strategy are encompassed in Land Use and Environment Strategy 2.

Figure 12. Future Land Use Map (FLUM) Primary Categories

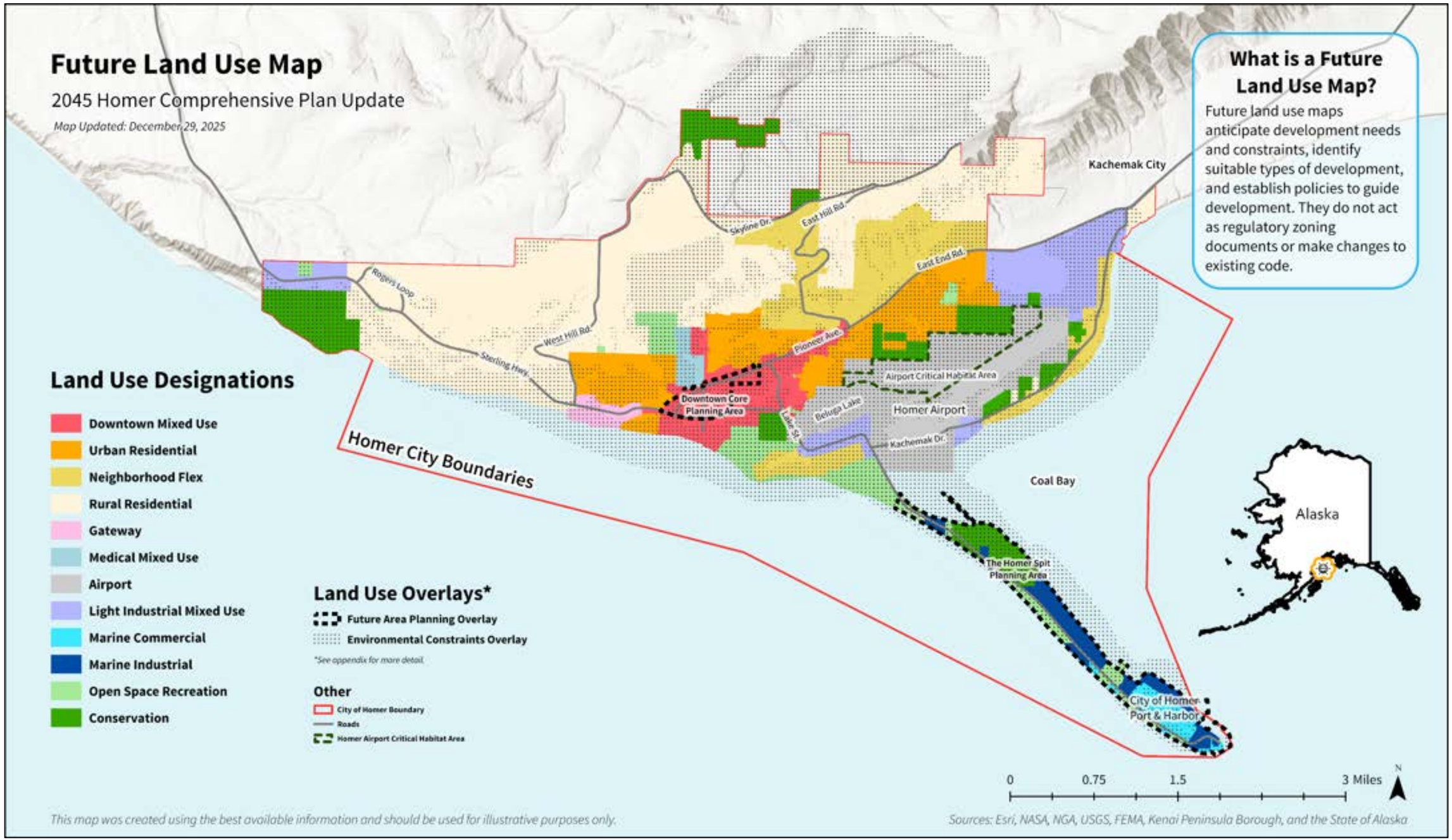
Future Land Use Map Primary Categories				
Category	**Intended Land Uses**	**Application Areas**	**Use Examples**	**2018 FLUM**
Downtown Mixed Use	The urban core of Homer, allowing for a **mix of commercial, community, and high to medium density residential uses** (low lot size minimums, high lot coverage, reduced setback limitations and parking maximums) with adaptability to changing market needs. A focus on close proximities and a walkable, human-scale environment, enabling all-day and all-season use by all.	Combination of the 2018 Future Land Use Designations for Downtown Mixed Use, Medical District, Office Residential and Town Center	Hospitals, live-work spaces, mixed use buildings, retail, eateries, community facilities, multi-unit housing, apartment buildings, parks	Downtown Mixed Use, Medical District, Residential Office and Town Center
Urban Residential	**Medium density** residential uses with compatible public and light commercial uses that generate low traffic volumes, and areas for infill and densification.	2018 Future Land Use Designations for Urban Residential	Emphasis on varied housing (single unit, accessory dwellings, cottage clusters)	Urban Residential
Neighborhood Flex	A mix of residential and compatible uses that emphasize **adaptability—**to topography, mix of housing types, and variety of community uses. Supports a mix of housing types and small-scale community uses within walkable areas that respond to environmental constraints. Designed to balance access to services with preservation of landscape character.	Same as 2018 Future Land Use Designation for Residential Transition	Varied housing types, community garden, neighborhood café, corner store, schools, churches	Residential Transition
Rural Residential	**Low density** residential uses that may not have access to public utilities.	Same as 2018 Future Land Use Designation for Rural Residential	Single family units with accessory dwellings, lodges, conservation areas	Rural Residential
Gateway	**Commercia**l and **mixed-use** development that supports the visitor industry and provides services for both residents and travelers entering Homer. Emphasizes an attractive, walkable built environment with uses that enhance Homer's identity as the gateway to Kachemak Bay.	Same as current zone area for Gateway Business District, south of Sterling Highway	Lodging, restaurants, visitor facilities, mixed-use buildings with upper-story housing	Gateway Business District
Medical Mixed Use	The Medical District of Homer, allowing for **medical facilities and other mixed uses supportive of the district**, with an emphasis on accessible design and amenities that meet the Americans with Disabilities Act (ADA) standards.	Same as current zone areas for Medical District	Medical facilities, professional offices, assisted living facilities, varied housing types, parks	Medical District

Future Land Use Map Primary Categories				
Category	**Intended Land Uses**	**Application Areas**	**Use Examples**	**2018 FLUM**
Airport	**State-owned lands with multiple uses** associated with the Homer Airport where preferences might supersede City land use intent. Includes critical habitat and adjacent airport-related uses.	State lands associated with the Homer Airport as designated by the 2001 Kenai Area Plan	Manufacturing and processing, worker housing, airports, cold storage facilities	Commercial 2 and Conservation
Light Industrial Mixed Use	Predominately **commercial and industrial uses** that generally require direct motor vehicle access and potentially larger land areas. **Residential uses are accessory.**	Combination of current zone areas for East End Mixed Use and General Commercial 1	Warehousing and distribution hubs, building supply stores, supportive infrastructure	East and Mixed Use and Commercial 1
Marine Commercial	**Water-dependent or related commercial uses** requiring direct motor vehicle access, potentially larger land areas, and benefit from proximity or convenient connection to the waterfront.	Same as current zone areas for Marine Commercial along the Spit	Retail, restaurants, cold storage, docks, marine charters, accessory lodging	*Not included*
Marine Industrial	**Water-dependent industrial uses** that require direct marine access for their operation, direct motor vehicle access, and potentially larger land areas. **Commercial uses are accessory.**	Same as current zone areas for Marine Industrial	Fish processing, marine transportation, cold storage	*Not included*
Open Space Recreation	**Public lands** with **uses that promote public recreation and access opportunities** while preserving the natural and scenic resources of the areas.	Same as current zone areas for Open Space Recreation	Community parks, playgrounds, recreation facilities, trails	Open Space Recreation
Conservation / Deed Restricted	**Public** and **private lands** that **serve key environmental functions**, such as critical habitat or watershed areas, to be maintained in an undisturbed and natural state.	Same as current zone areas for Conservation plus areas dedicated as conservation	Habitat protection facilities with education facilities or non-motorized trails	Conservation, and Open Space Recreation

Figure 13. Future Land Use Map Overlays

Future Land Use Map Overlay Categories The overlays defined on the map cover areas with base land use designations but identify special provisions in addition to the base designation.		
Category	**Description**	**Application Areas**
Area Plan	Areas where further planning efforts may be needed and/or where additional development regulations may apply.	The Homer Spit (encompassing the Small Boat Harbor Overlay) and the Downtown Area
Environmental Constraints	Known areas of environmental constraints, such as critical habitat and steep slopes, to help identify places where more detailed site analysis may be warranted if areas are to be developed or improved.	Flood zones, coastal bluff instability, scarps, hydric soils, key watersheds, and slopes 30 percent or greater

Figure 14. Future Land Use Map



Icon Key:

- Priority: An Emerging priority for implementation
- Capital: An action that includes a potential capital project
- Code: An action that recommends a specific code revision
- 2018: An action adapted from/carried over from the 2018 Comprehensive Plan

2. Implement zoning reforms to support sustainable growth and attainable housing development.

Action	Who	Estimated Costs	Target Timeframe
a. Prioritize zoning reforms that expand housing choice, including support for higher-density and mixed-use development, infill, and housing types such as ADUs, townhomes, and modular homes.	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
b. Create zoning tools like form-based codes and flexible use standards that accommodate evolving land uses and building types.	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
c. Create consistent design and infrastructure standards that reflect neighborhood character and support multi-modal access.	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
d. Align development regulations with community service availability, promoting growth in areas already served by schools, utilities, and other key services.	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
e. Simplify and clarify the development approval process and related staff procedures.	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
f. Improve enforcement and reporting procedures to address development-related health and safety issues, within scope of zoning and permitting authority.	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
g. Gauge community and stakeholder support for zoning and policy tools that expand housing options, such as density bonuses, parking requirement adjustments, and other potential incentives for affordable and long-term housing development.	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
h. Modify zoning and permitting tools to support small business growth and economic resilience, including consideration for locally owned and emerging industries.	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
i. Explore building codes and incentive programs to increase energy efficiency.	City Administration, Community Development Department, Planning Commission	Undetermined	Medium (3-5 years)

Action	Who	Estimated Costs	Target Timeframe
j. Clarify the definition of short-term rentals in city code (now referred to as Bed and Breakfasts) and define in what zones and under what circumstances short-term rentals may be allowed. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)

3. Strategically align development regulations with natural hazard risks and land suitability to support safe, resilient, and responsible growth.

Action	Who	Estimated Costs	Target Timeframe
a. Use the City of Homer 2022 Local Hazard Mitigation Plan to inform updates to zoning and development codes, ensuring land use decisions reflect the latest risk assessments. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Medium (3-5 years)
b. Clarify zoning procedures and criteria for rezoning reviews to maintain consistency with the comprehensive plan and hazard mitigation goals. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
c. Update development standards for steep slopes, drainage ways, and erosion prone areas such as shown on the environmental constraints overlay included in this plan, to manage grading, erosion, runoff, and vegetation clearing. Encourage the use of green infrastructure and site-responsive design solutions to improve drainage and reduce hazard exposure. ✱ ♦	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years)
d. Strengthen stormwater and erosion control provisions in City code, incorporating green infrastructure techniques—such as vegetated buffers and infiltration features—to reduce coastal bluff erosion and other site-based hazards. ✱♦	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years)
e. Improve coordination between subdivision design standards and site-level review to carry hazard mitigation measures through from platting to construction. ✱	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years)
f. Consider expanding the range of conditions that may be applied to Conditional Use Permits to address riparian protection, soil stability, wetland preservation, and related site concerns. ✱	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years)
g. Develop fill requirements for parcels located in targeted areas documented to contain 66% or greater hydric soils. ✱	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Medium (3-5 years)

4. Protect and enhance green space in Homer to support critical habitat conservation, recreational access, and community well-being.

Action	Who	Estimated Costs	Target Timeframe
a. Complete priority upgrades to existing City parks, including Karen Hornaday Park, Bayview Park, and Jack Gist Park. 🛠	Parks, Art, Recreation and Culture Advisory Commission, Public Works Department, City Council	Karen Hornaday: $1.1M Jack Gist: $840k Bayview: $190k (all from FY26 CIP)	Medium (3-5 years)
b. Continue to improve existing trails and public access points to meet the needs of families, seniors, and residents and visitors with limited mobility. 🛠	Parks, Art, Recreation and Culture Advisory Commission, Public Works Department. ADA Advisory Board	Undetermined	Ongoing
c. Enhance or improve safe public access to beaches at designated public access points as feasible. 🛠	Parks, Art, Recreation and Culture Advisory Commission, Public Works Department	Undetermined	Ongoing
d. Develop and implement a Master Park and Recreation Plan to proactively guide park maintenance, upgrades, and future facility needs. 🛠 ♦	City Administration, Parks, Art, Recreation and Culture Advisory Commission, Public Works Department	Undetermined	Medium (3-5 years)
e. Continue to develop a city strategy for targeted open space acquisition.	City Council	Undetermined	Long (more than 5 years)

5. Advance place-based planning and development that supports Homer's unique community character, encourages targeted infill, and strengthens Homer's role as a regional hub.

Action
a. Lead area planning efforts for the Spit and downtown core. These efforts should address land use, infrastructure needs, environmental hazards, economic development, and recreational access. Area plans should inform updates to zoning maps, capital improvements, and long-term planning priorities. ♦
b. Support compact, walkable downtown development that encourages mixed-use buildings, incremental infill, and redevelopment of underutilized parcels. Update development standards, such as building form, setbacks, lot size, and lot coverage, so that projects contribute to a financially productive, pedestrian-friendly streetscape. ♦
c. Develop a Homer Spit Master Plan to guide long-term land use, infrastructure investment, harbor operations, and climate adaptation. The plan should address erosion and sea level rise, coordinate City-owned leases, balance economic and recreational uses, and protect environmental resources. It should inform updates to zoning, capital improvements, and emergency management policies. 🛠
d. Prioritize infrastructure investments—such as street improvements, multimodal access, water and sewer upgrades, and broadband—in areas identified for infill and redevelopment through area planning efforts. Compile development standards into a unified design manual that integrates transportation, streetscape, and infrastructure guidance. ♦ 🛠
e. Coordinate with relevant agencies to improve land use planning around key public assets, including the Homer Airport. Work to align local zoning and infrastructure improvements with future airport operations, economic development goals, and state transportation plans.

"Future growth should consider how development may impact environmental resources both inside and outside the city boundary."

~ Community Meeting

"Keeping Homer Homer is valid, but there are different interpretations of that. To me, it means keeping it unique, allowing people to have a choice, and providing affordable housing."

~ Stakeholder Interview

What is 'infill'?

*Infill is the **strategic use of underutilized or vacant land** within already developed areas to create new housing, businesses, or public spaces. Using this redevelopment strategy maximizes existing infrastructure, helps create connected, walkable neighborhoods, and revitalizes communities without expanding into undeveloped land.*



Potential Partner-Led Strategies

6. **Collaborate with public and private partners to enhance community spaces and recreational infrastructure.** ♦
7. **Coordinate with regional and state agencies to align land use policies with environmental stewardship and shared planning goals.**

Policies Supporting Land Use and Environment in Other Chapters

The table below summarizes the location of related policies in other parts of the plan that support and contribute to Homer's land use and environment goals. They are shown in order by chapter.

	Chapter and Strategy Number of Related Policies					
Topic	3. Public Facilities & Services	4. Housing	5. Economic Development	6. Transportation	7. Governance	8. Sustainability & Resilience
Open space and parks connectivity	1					3
Area planning	4		1, 5	5		
Airport area	7			4		
Hazard mitigation and climate-responsive land use	5				4	2
Zoning reform for housing		1				
Preserving community character			9			
Infill and dense development			5	1, 2	3	
Wayfinding				2		
Education about infill, density					4	
Partnerships, open space management					5	
Mapping tools to guide development						4

"Unless Homer embraces change and alters the status quo, we will experience more of the sprawl model of development that we are already witnessing."

~ Growth Scenarios Report Card Results

"Emphasize infill development, however, do it in a thoughtful way."

~ Community Survey Results



Photo Credit: Derek Mueller

3. Public Facilities and Services

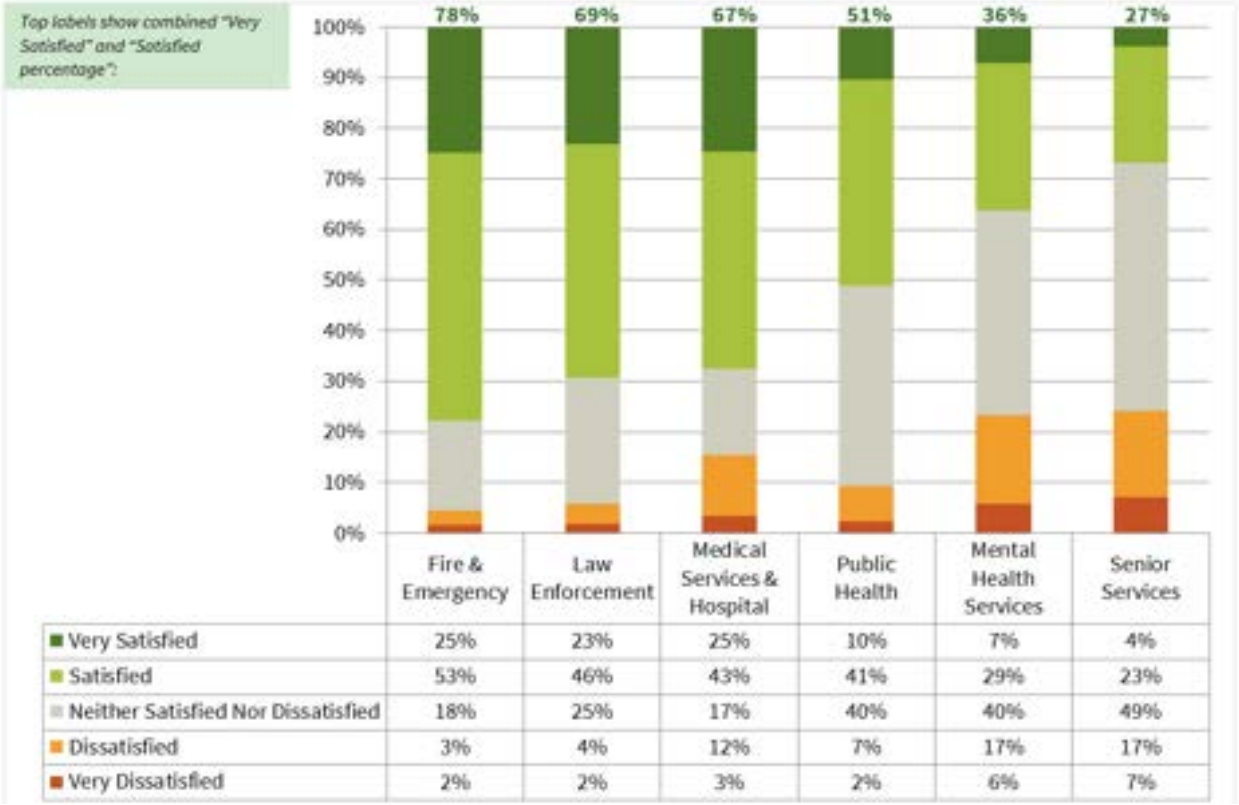
Key Themes Guiding the Plan

Reliable and Affordable Services

The City of Homer provides a range of services, including water, sewer, road maintenance, community development, recreation, parks, port and harbor management, fire protection, law enforcement, planning, and emergency services. The City relies on other public and private entities, such as the Kenai Peninsula Borough [5], for other services such as education, healthcare, and solid waste management; the State of Alaska manages many of the important transportation facilities, including the airport and major roadways. Although responses to the community survey show general satisfaction with fire, law enforcement, and emergency services (Figure 15), there are some concerns about inadequate funding and staffing levels.

Figure 15. Responses to the 2024 Homer Community Survey Question, "How satisfied are you with the availability of the following Health and Safety programs or services in Homer?"

Answered: 552



	Fire & Emergency	Law Enforcement	Medical Services & Hospital	Public Health	Mental Health Services	Senior Services
Very Satisfied	25%	23%	25%	10%	7%	4%
Satisfied	53%	46%	43%	41%	29%	23%
Neither Satisfied Nor Dissatisfied	18%	25%	17%	40%	40%	49%
Dissatisfied	3%	4%	12%	7%	17%	17%
Very Dissatisfied	2%	2%	3%	2%	6%	7%

[5] Agnew::Beck Consulting. (2019), *2019 Kenai Peninsula Borough Comprehensive Plan*. Prepared for the Kenai Peninsula Borough with support from Alaska Map Company, ASRC Energy Services, Alaska Survey Research, Casey Planning and Design, Northern Economics, and PDC Inc. Engineers.
https://www.kpb.us/images/KPB/PLN/PlansReports/Comp_Plan/2019_KPB_Comprehensive_Plan.pdf

Accessible, Maintained Community Facilities

The City of Homer owns and manages a variety of facilities in the community, ranging from the Public Library to the Airport Terminal. An increasing population necessitates the strategic improvement of public services and infrastructure, including public safety, utilities, and recreational facilities. For example, Homer has identified a multi-use community recreation center as a longtime community priority. Improvements to Homer's infrastructure are necessary to support growth and attract businesses; these are supported by the community as shown through the community survey and public comments. At the same time, existing facilities in the community have significant ongoing maintenance needs that sometimes stretch the capacity of City staff and its aging equipment. The City maintains a Capital Improvement Plan (CIP) that identifies priorities for major capital expenditures, including both new and existing facilities. The CIP is a six-year plan, updated annually.



Photo Credit: HERC Task Force Final Recommendation Report, 2018

> *"Create a centralized community space that serves all the community."*
>
> ~ Community Survey Results

Accessibility and Americans with Disabilities Act (ADA) improvements are also essential to ensuring that all members of the community—regardless of age, ability, or mobility—can safely and comfortably access and enjoy public facilities. Inclusive design not only upholds civil rights and legal standards but also strengthens community equity and cohesion by expanding participation in public life and supporting the dignity of every resident. [6] Many of the projects on Homer's CIP feature needed ADA improvements, including to key facilities such as City Hall.

Rising Service Demands and Infrastructure Costs

As a regional hub, Homer provides many services that also benefit residents outside of City limits, such as its recreation facilities and the library. At the same time, maintaining and upgrading infrastructure—especially water and sewer systems—is a financial challenge due to a limited customer base. In 2000, the City of Homer successfully petitioned to annex just over 25 square miles of land to the West, North, and East of City limits. While this annexation helped grow the City's tax base to support the provision of services, some of the homes within the annexed areas are still not served by City services. The water and sewer services within the City are adequate, but stormwater runoff impacts the capacity of the wastewater treatment plant.

> *"Make sure infrastructure keeps up with growth."*
>
> ~ Community Survey Results

> *"Focus on responsibility to replace aged buildings, such as fire station that benefit all residents and visitors."*
>
> ~ Growth Scenarios Report Card Results

[6] "Does improving accessibility boost local economies? ADA compliance can be costly for community – but the financial benefits may be bigger," Chicago Metropolitan Agency for Planning, Dec. 1, 2022. https://cmap.illinois.gov/news-updates/does-improving-accessibility-boost-local-economies/

Goals

Goal A	Goal B	Goal C
Provide City services that are available, affordable, and adequate.	Provide and improve City-operated facilities to meet the needs of the community, accommodate desired growth, and support sustainability and conservation goals.	Mitigate risks to City-owned infrastructure from climate change and natural hazards.

City-Led Strategies and Actions

Icon Key:

- Priority: An emerging priority for implementation
- Capital: An action that includes a potential capital project
- Code: An action that recommends a specific code revision
- 2018: An action adapted from/carried over from the 2018 Comprehensive Plan

1. Provide safe, year-round public facilities for residents of all ages and abilities.

Action	Who	Estimated Costs	Target Timeframe
a. Maintain the library as a thriving community space for learning and connecting, including assessing the library's anticipated need for growth and improvements over the next decade and planning for upgrades.	Library Advisory Board, Library Department, Information Technology Department	Remodel engineering study: $75k (FY26 CIP)	Ongoing
b. Implement the 2023 City of Homer ADA Transition Plan for Parks, Play Areas and Campgrounds and the Transition Plan for City Facilities to correct deficiencies and implement policies that increase accessibility of Homer's public facilities and recreation spaces. Priority sites for upgrades include City Hall, Karen Hornaday Park, the Nick Dudiak Fishing Lagoon Accessible Ramp and Fishing Platform, and removing parking and pavement barriers at City facilities.	ADA Advisory Board, Administration Department, Public Works Department, Port and Harbor Department	City Hall: $1.1M Fishing Lagoon Ramp and Platform: $770k Parking Barrier Removal: $386k (all from FY26 CIP)	Medium (3-5 years)
c. Plan for and construct a new, multi-purpose community center in Homer's downtown to serve the social, recreation, cultural, and educational needs of the Homer community. Preferred features include a general-purpose gymnasium, multi-purpose space for instructional programs, safe walking/running, dedicated space for youth, and possible emergency shelter.	Administration Department, Parks, Art, Recreation and Culture Advisory Commission, City Council	~$16.05M (FY26 CIP)	Medium (3-5 years)
d. Demolish the Homer Education and Recreation Complex (HERC) and identify opportunities for remediation of the site.	Administration Department, City Council	Undetermined	Long (more than 5 years)

Action	Who	Estimated Costs	Target Timeframe
e. Consider and evaluate changing the City's organizational structure to provide park facilities and recreation services by establishing a dedicated Parks and Recreation Department.	Administration Department, Finance Department, Public Works Department	Undetermined	Medium (3-5 years)
f. Maintain City facilities at levels that are sufficient to support events that draw visitors such as festivals and activities (e.g., clean restrooms on the Homer Spit ("the Spit"), RV dump stations, adequate trash collection, etc.).	Administration Department, Parks, Art, Recreation and Culture Advisory Commission, Public Works Department, Port and Harbor Department	Undetermined	Ongoing
g. Update the Homer Airport Terminal to address deferred maintenance and improve accessibility.	Public Works Department, Administration Department, City Council	$1.3 M for initial repairs and renovations (FY26 CIP)	Medium (3-5 years)

2. Continue to provide high-quality water and sewer services within the City to meet current and anticipated demands.

Action	Who	Estimated Costs	Target Timeframe
a. Update the 2006 Water and Sewer Master Plan.	Administration Department, Public Works Department	Undetermined	Medium (3-5 years)
b. Continue to build, upgrade, and replace water and wastewater infrastructure to meet industry standards, changing regulatory requirements, and replace aging systems.	Public Works Department	$707k for wastewater treatment plant improvements $10.4 M for water storage and distribution improvements (FY26 CIP)	Ongoing
c. Maintain the water and sewer Capital Asset Repair and Maintenance Allowance (CARMA) funds for repair and replacement of facilities that serve existing customers.	Finance Department, Public Works Department, City Council	Undetermined	Ongoing
d. Use the Homer Accelerated Water and Sewer Program (HAWSP) to fund the design and construction of facilities that support new and existing customers.	Finance Department, Public Works Department	Undetermined	Ongoing
e. Continue to limit and manage development in the Bridge Creek Watershed Protection District to maintain its suitability as a drinking water source.	City Council, Community Development Department, Planning Commission, Public Works Department	Undetermined	Ongoing

3. Maintain and improve Port and Harbor infrastructure.

Action	Who	Estimated Costs	Target Timeframe
a. Develop a long-range Port and Harbor Management Plan that considers the environmental and economic significance of the Spit, the impacts of climate change, and natural hazards like earthquakes, tsunamis, and erosion.	Port and Harbor Advisory Commission, Port and Harbor Department	Erosion Mitigation: $4M (FY26 CIP)	Medium (3-5 years)
b. Maintain infrastructure to maximize longevity and ensure safety of users.	Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
c. Maintain and promote Homer's status as a "working waterfront" by being a partner for the Alaska Marine Highway System, the U.S. Coast Guard, commercial operations, and other state and federal partners.	Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
d. Plan for and construct a large vessel haul out facility.	Port and Harbor Advisory Commission, Port and Harbor Department	$5.3 M (from FY26 CIP)	Long (more than 5 years)
e. Consider opportunities to integrate complementary marine industrial and tourism uses, for example by constructing walking paths and viewing platforms that would allow visitors to observe aspects of the marine trades that they may not be able to see elsewhere.	Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
f. Continue to explore the operational, financial, and environmental feasibility of the harbor expansion and related infrastructure, including environmental review, geotechnical studies, and funding strategies to align with public safety, traffic, and parking objectives on the Spit.	Port and Harbor Department, Community Development Department, Port and Harbor Advisory Commission, City Administration, City Council	$278 mil (FY26 CIP)	Long (5+ years)

4. Develop new facilities to support access and safety on the Homer Spit.

Action	Who	Estimated Costs	Target Timeframe
a. Develop new non-motorized infrastructure providing safe access to the harbor and improve the accessibility of existing infrastructure, including ADA improvements at the Fishing Hole.	ADA Advisory Board, Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
b. Further Develop parking at the base of the spit such as on existing underutilized airport parking areas on Kachemak Drive, designate formal parking areas to minimize parking in unsuitable areas, and consider seasonal shuttles and pay-to-park options in congested areas to reduce traffic.	Port and Harbor Advisory Commission, Port and Harbor Department, City Council	Undetermined	Long (5+ years)
c. Evaluate the need for a new parking structure on the Spit that could also serve as a shelter-in-place location during tsunamis.	Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Long (5+ years)

Action	Who	Estimated Costs	Target Timeframe
d. Improve viewpoints for wildlife observation. 🛠	Port and Harbor Advisory Commission, Port and Harbor Department, Public Works Department, Planning Commission, Parks, Art, Recreation and Culture Advisory Commission	Undetermined	Short (1-2 years)
e. Evaluate the uses of City-owned property on the Spit and confirm uses align with the needs and aesthetics of the area.	Port and Harbor Advisory Commission, Port and Harbor Department, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)

5. Continue to meet the community's public safety needs for residents, visitors, and first responders.

Action
a. Conduct a needs assessment and strategic plan for fire, emergency, and law enforcement services to identify gaps in funding and staffing and develop recommendations for maintaining and improving these services.
b. Complete planning for and construct a new fire station. 🛠
c. Support the mission and capacity needs of the Homer Police Department.
d. Upgrade the City's fire department fleet of vehicles to maximize firefighting capabilities and meet Insurance Services Office (ISO) requirements. 🛠
e. Collaborate with the Kenai Peninsula Borough to implement recommendations in the Safe Streets and Roads for All Comprehensive Safety Action Plan.

6. Be responsive to community driven desires to enhance community services and improve the synergy between the City and other community partners to maximize resources and investments.

Action
a. Provide technical assistance to community organizations seeking to expand their services. ♦
b. Partner with community organizations to supplement or expand City services and the operating hours of City facilities. ♦

Potential Partner-Led Strategies

7. Identify and address the deficiencies of the Homer Airport (updated master plan, more reliable year-round service, etc.).

8. Provide opportunities for people of all ages and abilities to live, work, and play in the community, including encouraging businesses and organizations to create accessible, ADA-compliant facilities.

9. Collaborate with Borough, state, federal, and non-profit partners to maintain year-round access to community facilities for recreational, educational, social, and cultural activities.

Policies Supporting Public Facilities and Services in Other Chapters

The table below summarizes the location of related policies in other parts of the plan that support and contribute to Homer's public facilities and services goals. They are shown in order by chapter.

Topic	Chapter and Strategy Number of Related Policies					
	2. Land Use & Environment	4. Housing	5. Economic Development	6. Transportation	7. Governance	8. Sustainability & Resilience
Parks and trails	4					
Policies for specific community areas	5					
Marine trades			1			
Homer Spit development	5		1			
Community use of facilities			2			
Roads, sidewalks, and bike lanes				1, 2		
Wayfinding				1, 9		
Parking				1		
Airport and ferry				4		
Financing of facility and service improvements					1	
Infill of water-sewer					2	
Engaging residents in service and facility planning and spending					2, 3	
Energy efficiency of municipal facilities						1
Hazard mitigation and placement of municipal facilities						1
Stormwater and green infrastructure						3



Aerial view of the Homer Spit at dawn. Credit: Tim Hatfield



Public Works facility: plans for a new facility are underway.



4. Housing

Key Themes Guiding the Plan

Housing Supply Does Not Meet the Community Needs

Although Homer has a relatively high overall housing vacancy rate, many residents continue to face difficulty finding homes that are affordable, available year-round, and suited to their household needs. In the past decade, the City has added a modest number of new housing units each year—averaging 36 units annually between 2013 and 2023. [7, 8] However, the types of homes being built have not kept pace with the needs of working families, older adults, and younger residents entering the housing market. According to the community survey, 68 percent of respondents said housing is too expensive, and 66 percent said more attainable homes are needed for people just starting out or seeking to downsize. With long-term population growth projected at just 2.3 percent through 2050, the core challenge is not growth pressure but the mismatch between existing housing stock and what year-round residents can access. Zoning reforms that support a greater variety of housing types—especially in areas served by infrastructure and close to services—can help the City respond to these persistent gaps.

Rising Costs and Land Availability Limit Housing Development Opportunities

Housing in Homer has become significantly more expensive, limiting options for residents across income levels, particularly young professionals, families, and older adults seeking to downsize. As of November 2024, the median home listing price in Homer was approximately $550,000—a 97 percent increase since 2018 and well above the statewide median of $396,000. [9] According to census data, half of all renter households in Homer (358 out of 702) are cost-burdened, spending more than 30 percent of their income on housing. [10] These figures do not reflect additional barriers such as limited availability of pet-friendly units, or housing that is in good condition and available year-round. High construction costs—driven by inflation, labor shortages, shipping expenses, and rising material prices—also constrain new development. Nationally, construction costs have



Examples of non-traditional affordable housing types in Alaska. Credits: Tlingit and Haida Housing Authority, Sitka Conservation Society, Cook Inlet Housing Authority

[7] Alaska Division of Research and Analysis Section. (2024). *Alaska New Housing Units Multiple Years.* Alaska Department of Labor and Workforce Development. https://live.laborstats.alaska.gov/housing/new.html

[8] U.S. Census Bureau. (2023). *American Community Survey 5-Year Estimates, Table B25070: Gross Rent as a Percentage of Household Income.*

[9] Specific number based on https://www.realtor.com data; other sources were compared and numbers were comparable.

[10] U.S. Census Bureau. (2023). *American Community Survey 5-Year Estimates, Table S2501: Occupancy Characteristics.*

increased by 40 percent since 2018, according to the Mortenson Construction Cost Index. [11] While the 2023 Homer Housing Review identified 1,163 vacant tax parcels within City limits with an average lot size of 1.3 acres, many of these properties face significant development barriers, including wetlands, steep slopes, and lack of access to utilities. [12] These conditions increase the cost and complexity of construction and limit the feasibility of building new homes. Addressing these constraints through targeted infrastructure investment and infill-oriented zoning strategies will be essential to expanding the range of housing options available to the community.

Unattainable Housing and the High Cost of Living are Barriers to Economic Growth and Quality of Life

> *"Affordable housing developers would benefit from a simplified process with the city."*
>
> ~ Growth Scenario Report Card

Limited access to affordable, attainable housing continues to challenge Homer's ability to retain essential workers, support local businesses, and meet the needs of a changing population. In the Homer business survey, 13 percent of respondents identified a lack of housing for seasonal employees as a key hiring barrier, second only to the shortage of qualified applicants. In interviews, the high cost of housing was also cited as a reason why more fishermen do not live in Homer year-round. Seniors seeking to age in place and younger residents starting families or attending college locally often face limited choices that are affordable, accessible, and available year-round. Conversion of existing homes to short-term rentals has further constrained available year-round housing supply. While some workers find more attainable housing outside City limits, they may lack access to City services and representation, weakening civic connection and economic participation. More broadly, Homer's high cost of living—including housing, transportation, and construction—adds on residents and local employers alike. Expanding housing options for year-round workers, seniors, and young people is essential to sustaining the local economy and ensuring Homer remains a livable community for all generations.

Figure 16. Top Five Community Areas for Improvement, Historical Perspective

Top 5 Community Areas for Improvement, Historical Perspective

	2015 Perceptions Survey (590 responses)	2019/2020 Perceptions Survey (469 responses)	2023 Perceptions Survey (1,020 responses)
1	Jobs and economic opportunities (48%)	Jobs and economic opportunities (13%)	Housing (58%)
2	Public transport (38%)	Substance abuse treatment (13%)	Public transportation (24%)
3	Substance abuse treatment (36%)	Housing (12%)	Jobs and economic opportunities (20%)
4	Housing (26%)	Public transportation (12%)	Substance abuse treatment (17%)
5	Access to job training and higher education (17%)	Respect for varied viewpoints (10%)	Behavioral health services (17%)

Source: Perception of Community Health Survey

Image from the 2023 Mobilizing for Action through Planning and Partnerships (MAPP) Community Health Needs Assessment

[11] Mortenson. (2024). *Construction Cost Index Report.* https://www.mortenson.com/cost-index

[12] City of Homer. (2023). *Homer Housing Review.* https://www.cityofhomer-ak.gov/communitydevelopment/housing

The Rise and Proliferation of Short-Term Rentals

In the Homer Comprehensive Plan Revision Community Survey, about 18 percent of respondents identified vacation rentals as a barrier to housing, reflecting concerns about housing availability and neighborhood integrity. Data about the number of short-term rentals in Homer varies: the city identified approximately 326 short-term rental units in 2022 using a now-discontinued city software subscription. This represents 14.8 percent of the total housing stock, a notably high percentage compared to other communities in Alaska (see Figure 17). Kenai Peninsula Borough Land Management Department estimated 475+/- Airbnb, and 260 +/- VRBO offerings in the "greater Homer area" in its March 2023 Homer Housing Review.



New housing development in Homer, 2025.

During 2023 and 2024, Homer City Council considered an ordinance to address short-term rentals that garnered significant support and opposition. The ordinance failed, and city councilmembers looked to the public process in the comprehensive plan update to help clarify issues related to housing and short-term rentals. While the support and opposition were varied, general support centered interest in regulating short-term rentals to maintain neighborhood cohesion and keep commercial businesses out of Homer's residential zones, while opposition focused on the economic value of short-term rentals as small businesses that support Homer's economy. Further, the definitions of Bed and Breakfasts and short-term rentals are not clear in current city code.

Figure 17. Short-Term Rentals as a Percent of Total Housing Units

Community	Short-Term Rentals	Total Housing Units	Percent of Total Units
Girdwood	310	1,839	16.9 percent
Homer	**326**	**2,201**	**14.8 percent**
Kenai Peninsula	2,149	31,330	6.9 percent
Sitka	151	4,229	3.6 percent
Juneau	379	13,792	2.7 percent
Kodiak Island	140	5,450	2.6 percent
Chugach	72	3,287	2.2 percent
Matanuska-Susitna	903	42,018	2.1 percent
Ketchikan Gateway	127	6,427	2.0 percent
Anchorage, Municipality	2,323	118,293	2.0 percent
Fairbanks North Star	717	44,270	1.6 percent
Wrangell-Petersburg	37	3,251	1.1 percent

Source: Extracted from the Girdwood Economic and Housing Analysis, April 2024. Data comes from the U.S. Census Bureau, American Community Survey 5-Year Estimates (2017-2021); City of Homer October 2022 City Council Work Session; Alaska Department of Labor and Workforce Development, Alaska Economic Trends, September 2022; AirDNA Quarterly Reports for Girdwood 2023 Q3.

Goals

Goal A	Goal B	Goal C	Goal D
Preserve and produce a high-quality, healthy, safe, and energy efficient housing inventory that accommodates for projected population growth and is affordable, attainable, and safe for all Homer residents.	Develop Homer's housing inventory to be compatible with the beloved existing community character while allowing for essential growth and density.	Align housing development with the City's preservation and sustainability goals, minimizing the environmental impact of new construction.	Build strong community and regional partnerships around housing to improve housing attainability and affordability.

City-Led Strategies and Actions

Icon Key:

- Priority: An emerging priority for implementation
- Capital: An action that includes a potential capital project
- Code: An action that recommends a specific code revision
- 2018: An action adapted from/carried over from the 2018 Comprehensive Plan

1. Implement zoning reforms to encourage attainable housing development for young people, families, seniors, college students, and seasonal workers.

Note: Actions associated with this strategy are encompassed in Land Use and Environment Strategy 2.

2. Assess Homer's housing needs and maintain data collection.

Action	Who	Estimated Costs	Target Timeframe
a. Complete a housing stock report and buildable lands inventory.	Administration Department, Community Development Department	Undetermined	Medium (3-5 years)
b. Evaluate the City's land portfolio to identify any feasible opportunities for strategic dispositions.	Administration Department	Undetermined	Medium (3-5 years)
c. Update housing indicators (Figure 18) annually to track housing issues, constraints, needs, and opportunities; share updates online.	Community Development Department, Administration Department	Undetermined	Medium (3-5 years
d. Monitor short-term rentals and their impact on the housing market and develop strategies to mitigate impacts of short-term rentals on year-round housing.	Administration Department, Community Development Department	Undetermined	Medium (3-5 years)

Potential Partner-Led Strategies

3. Develop incentives and public-private partnerships for affordable and long-term housing development.

Policies Supporting Housing in Other Chapters

The table below summarizes the location of related policies in other parts of the plan that support and contribute to Homer's housing goals. They are shown in order by chapter.

	Chapter and Strategy Number of Related Policies					
Topic	2. Land Use & Environment	3. Public Facilities & Services	5. Economic Development	6. Transportation	7. Governance	8. Sustainability & Resilience
Zoning reforms for housing	1, 2					
Infrastructure support and future needs		2			3	
Aging in place			4, 10			
Fiscal tools to support attainable housing					2	
Education and partnerships for housing accessibility			8		4	4
Land suitability						2

Figure 18. Housing Indicators

Indicator	Description	What it tells us	Sources
New Housing Units	Quarterly report of new single family, multi-family, and mobile home units.	Tracking the number of new housing units added to the market can help track how well the market is responding to demand and track progress toward new housing goals.	Alaska Housing Finance Corporation (AHFC) Alaska Housing Market Indicators Report (available at https://www.ahfc.us/efficiency/education-and-events/research-information-center/alaska-housing-market-indicators or https://live.laborstats.alaska.gov/housing/new.html)
Housing Occupancy and Vacancy Rates	Total occupied/vacant housing units, homeowner vacancy rate, rental vacancy rate.	Vacancy rates below five percent are an indication of a tight housing market that could limit housing mobility and is often a sign of pent-up demand. A growing number of vacant units can be an indication that the housing supply is not meeting the needs of residents and the existing housing stock is not being used to its full potential.	U.S. Census Bureau, American Community Survey (ACS) 5-Year Estimates: Table DP04 SELECTED HOUSING CHARACTERISTICS (available at https://data.census.gov/)
Housing Tenure	Owner-occupied housing units, renter-occupied housing units, and average household size for both owner-occupied and renter-occupied units.	The relative demand/need for ownership *versus* rental housing in a community. Household size can indicate the housing unit size that renters and owners are looking for, respectively.	U.S. Census Bureau, American Community Survey (ACS) 5-Year Estimates: Table DP04 SELECTED HOUSING CHARACTERISTICS (available at https://data.census.gov/)
Overcrowding	Occupants per room.	Often an indication of pent-up demand within a community,	U.S. Census Bureau, American Community Survey (ACS) 5-Year

Indicator	Description	What it tells us	Sources
		overcrowding is defined as more than 1.0 person per room. Severe overcrowding is defined as 1.5 or more people per room.	Estimates: Table DP04 SELECTED HOUSING CHARACTERISTICS (available at https://data.census.gov/)
Affordability	Selected monthly ownership costs as a percentage of household income (SMOCAPI) and gross rent as a percentage of household income (GRAPI).	Households that spend more than 30 percent of their total income on housing costs are considered to be cost burdened. Spending a larger portion of household income on housing limits the amount of income available for other non-discretionary spending, such as food, clothing, and transportation.	U.S. Census Bureau, American Community Survey (ACS) 5-Year Estimates: Table DP04 SELECTED HOUSING CHARACTERISTICS (available at https://data.census.gov/)
Median Family Income	Median family income and the Department of Housing and Urban Development (HUD) income limits broken down by persons in family and income limit category.	HUD sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs.	The Department of Housing and Urban Development, FY 2023 Income Limits Summary (available at https://www.huduser.gov/portal/datasets/il.html#query_2023)
Local Building Permit Activity	Data collected by local assessors on the number and or type of building activity occurring in the community.	Data that describe current building activity in the community can help track how well the market is responding to demand and any progress toward new housing goals.	Local Accessors/Municipal Planning Departments
Housing Wage	Housing wage is an estimate of the hourly wage a full-time worker must earn to afford a modest rental home at HUD's fair market rent (FMR) without spending more than 30 percent of their income on housing costs.	Illustrates the gap between renters' wages and the cost of rental housing.	National Low Income Housing Coalition, Out of Reach Dashboards (available at https://nlihc.org/oor/state/ak)
Population Estimates/ Components of Change	Components of change including births, deaths, and net migration.	Helpful information around how a community is changing/ growing and what role housing could play in population dynamics moving forward.	Alaska Department of Labor and Workforce, Alaska Population Estimates (available at https://live.laborstats.alaska.gov/data-pages/alaska-population-estimates)



Photo Credit: Art Koeninger

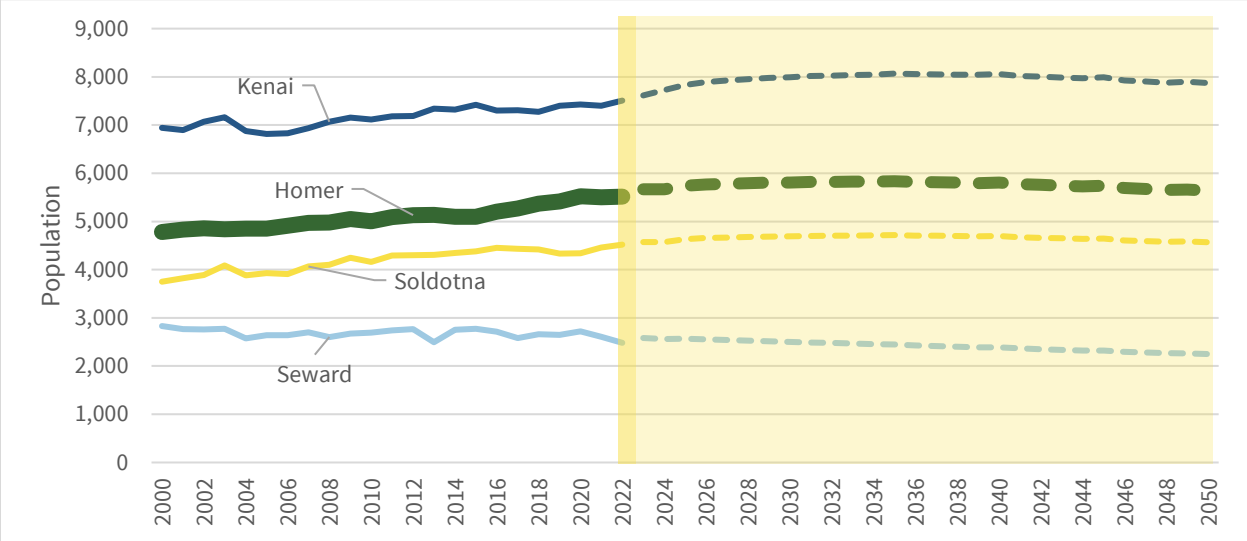
5. Economic Development

Key Themes Guiding the Plan

Population Expected to See Slight Growth

Homer's population has been steadily increasing, with a 15.4 percent growth from 2000 to 2022, and is projected to continue growing slightly until 2050 (Figure 19). The City has a growing senior population (increasing from 14 percent in 2013 to 22 percent in 2022). This growth presents unique economic challenges and opportunities, particularly in housing and healthcare services. Homer has a higher per capita income compared to nearby communities, and its median household income has seen a modest increase over the past decade. However, residents are still concerned about the high cost of living and doing business in Homer and cite those costs as one of the biggest challenges of living in Homer.

Figure 19. Historical and Forecasted Populations for Homer and Comparison Cities in the Kenai Peninsula Borough



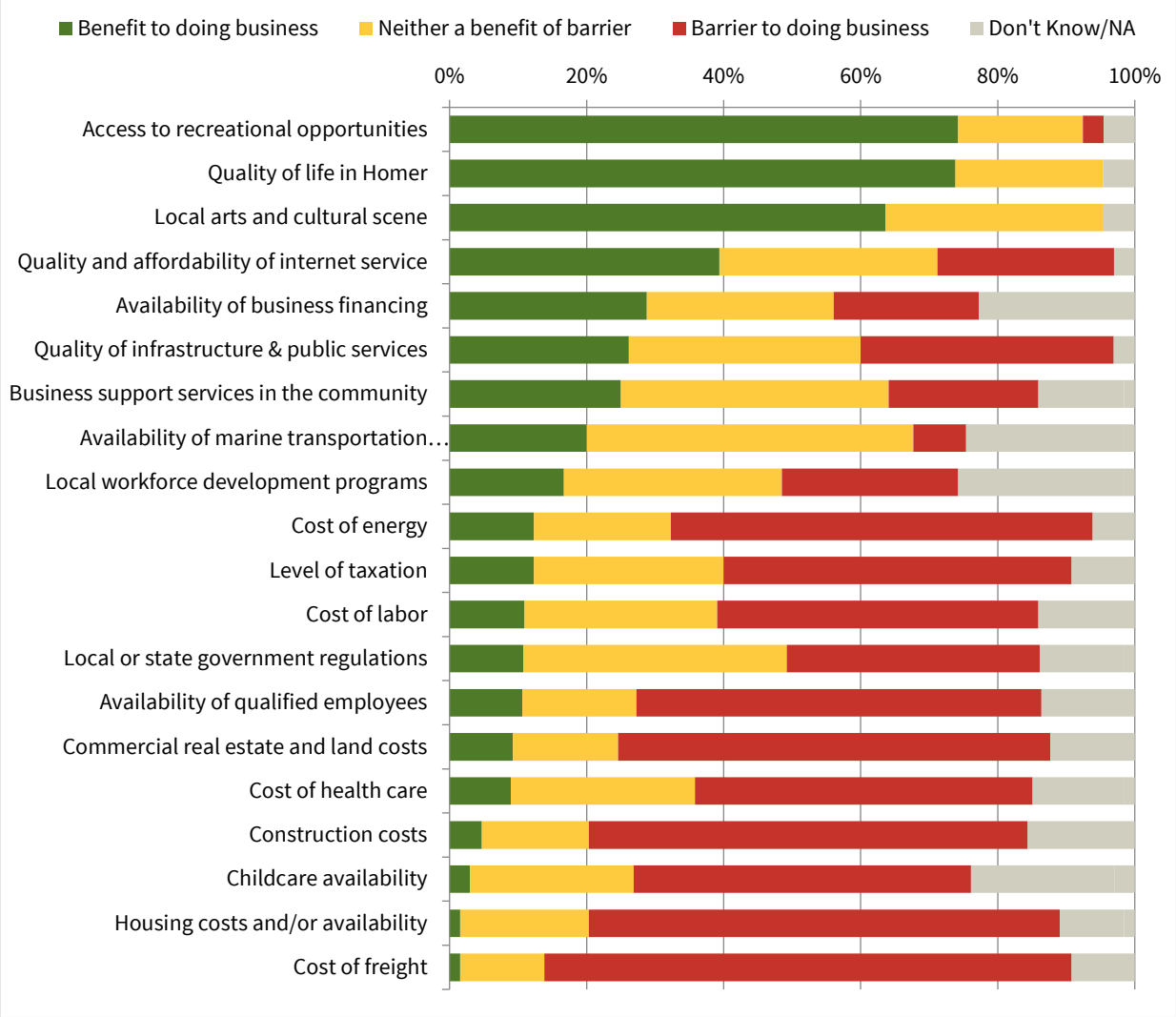
Source: Alaska Department of Labor and Workforce Development data (accessed 2024), and Northern Economics analysis; see Appendix F: About Homer – Community Background for more detailed analysis. Note: Population and economic data in this plan are current as of 2022; updated data are released annually by the U.S. Census Bureau and the Alaska Department of Labor and Workforce Development.

During the planning process for this update, the comprehensive planning team worked with the community to explore different levels and types of growth. Community survey respondents were asked about preferred levels of growth; three scenarios were later developed to explore what a desired future Homer could look like, and residents had the opportunity to review and grade the different options. In both the community survey and the growth scenarios activity, most participants indicate support for minimal to moderate growth. The Homer community also expresses an ongoing desire to manage growth so that it remains sustainable and does not compromise the quality of life, character, or the environment in the community.

Residents Value the Quality of Life but Struggle with Cost of Living, Housing

Homer is vibrant with small businesses, many nonprofit organizations, faith-based organizations, and active civic engagement. However, like many of Alaska's communities, Homer residents and businesses face a high cost of living, especially when it comes to housing affordability and availability (see Housing Chapter 4). Some of the same characteristics that residents and businesses value, such as the small town feel and the beautiful environment, also attract many visitors each summer, bringing challenges such as congestion and pressures on the housing market. Families value Homer's schools, safe feel, and high quality of life; however, they similarly cite housing costs, limited childcare availability, and limited year-round employment as barriers to choosing Homer as a place to raise a family. Homer has valued for 45 years the practical and comprehensive education, job training, and lifelong learning opportunities provided by the University of Alaska's Kachemak Bay Campus (KBC). Based on a 2024 survey of Homer businesses (Figure 20), business owners cite barriers to attracting and training employees as their primary obstacle to doing business in Homer. Expanding educational training could help build a skilled workforce, which is essential for supporting local industries and attracting new businesses. Homer businesses are also impacted by the global trend of increases in online purchases, sometimes at the expense of local stores that provide jobs and support the local tax base.

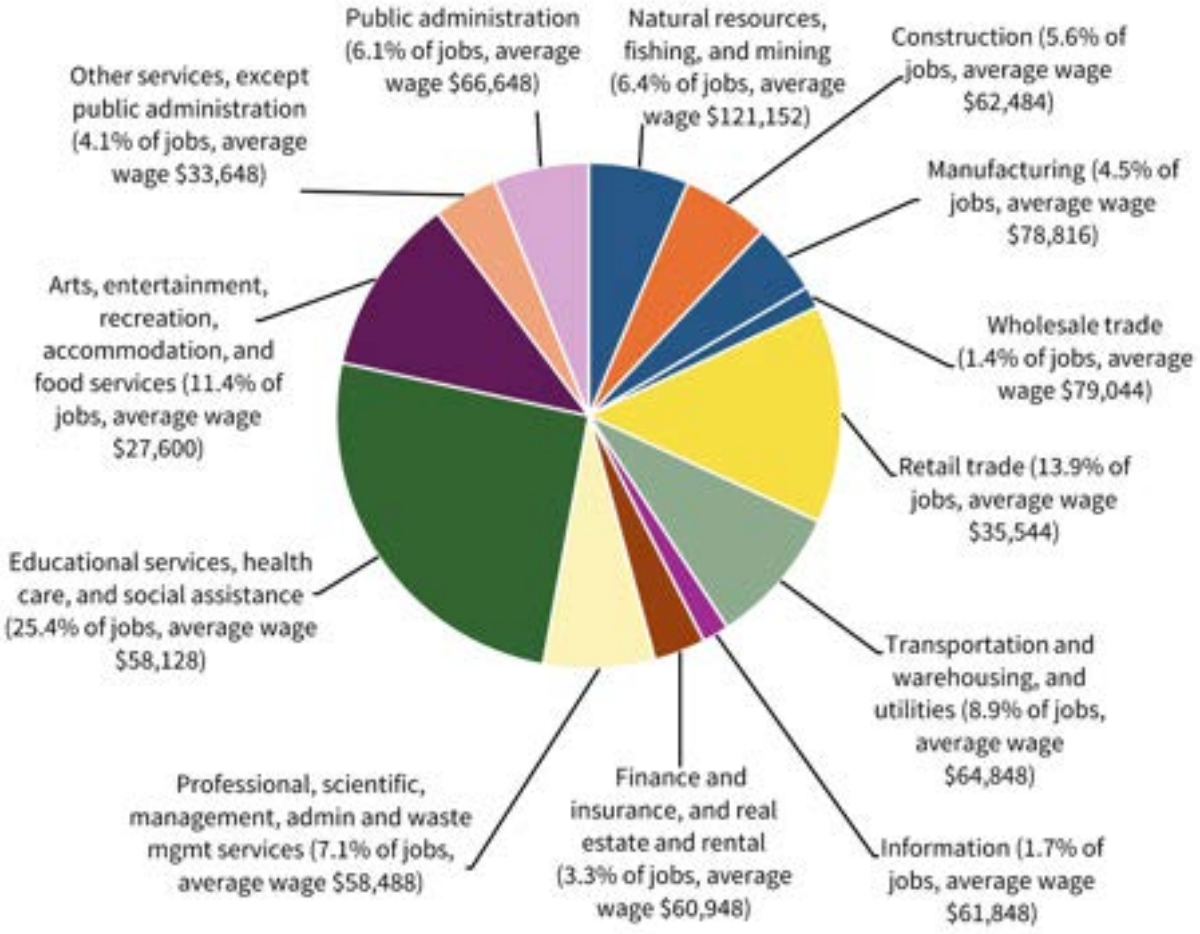
Figure 20. Responses to the Homer Business Survey Question, "Please rate the following factors as benefits or barriers to doing business in the Greater Homer Area."



Fishing and Tourism Industries Remain Strong Economic Drivers

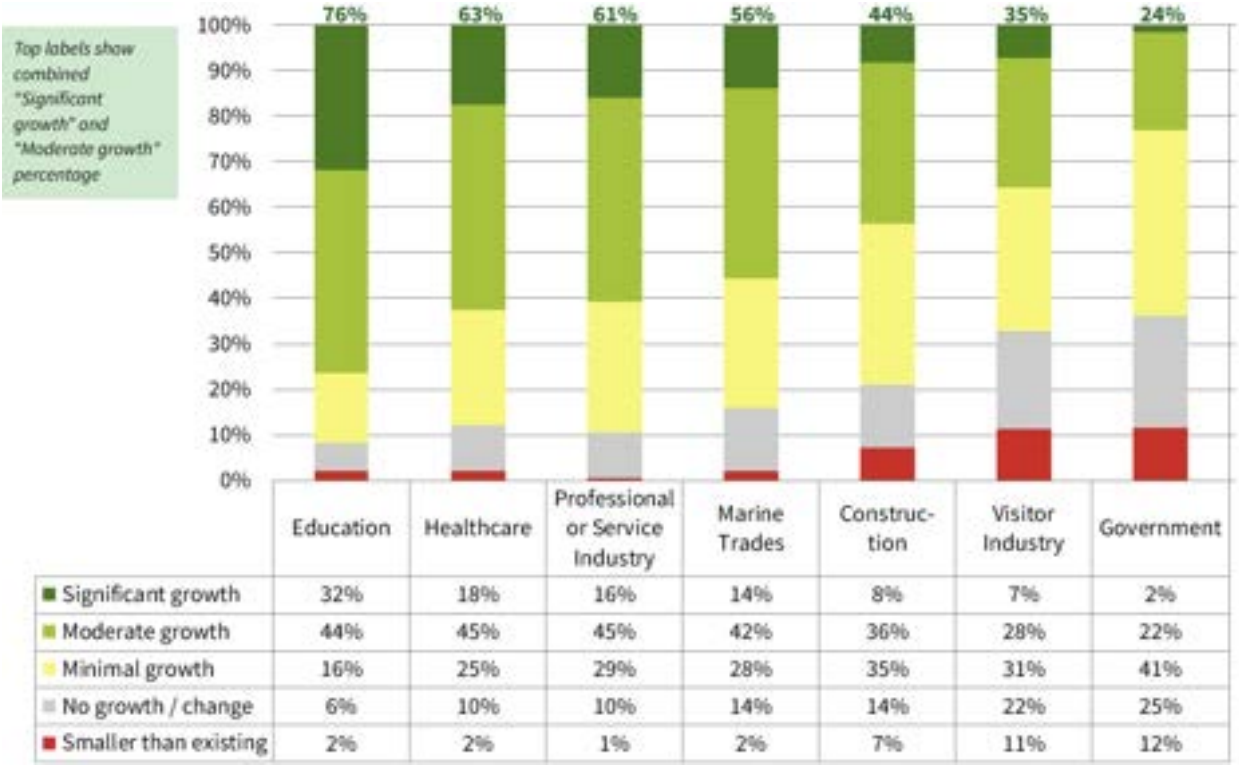
The largest industry sectors in Homer by share of workforce include education, healthcare, retail trade, and arts and entertainment (Figure 21). The fishing industry, although employing a smaller portion of the workforce, continues to play an important role in Homer's economy through high per-worker earnings and its broader contributions of commercial, charter, and subsistence fishing, which support local businesses, cultural identity, and food security. Tourism and marine trades are not specifically identified in state industry data, but both are identified as key industries in the community. Tourism is a critical component of Homer's economy, but there is concern about relying too heavily on this industry or growing this industry at the expense of other priorities important to residents. The community survey showed support for growing the potential of the marine trades industry to provide new economic opportunities and support existing community strengths (Figure 22). Homer also has a thriving agriculture sector and is nicknamed the "City of Peonies."

Figure 21. Percentage of Homer Workforce by Industry and Annual Wages by Industry for the Kenai Peninsula Borough



Source: Alaska Department of Labor and Workforce Development based on Quarterly Census of Employment and Wages and Northern Economics Analysis, 2024. Excludes self-employed individuals and those serving in the armed forces. Categories based on the North American Industry Classification System: https://www.bls.gov/cew/classifications/industry/home.htm. Categories may not add to 100% due to rounding.

Figure 22. Responses to the 2024 Homer Community Survey: Preferred Level of Growth by Economic Sector



	Education	Healthcare	Professional or Service Industry	Marine Trades	Construc-tion	Visitor Industry	Government
Significant growth	32%	18%	16%	14%	8%	7%	2%
Moderate growth	44%	45%	45%	42%	36%	28%	22%
Minimal growth	16%	25%	29%	28%	35%	31%	41%
No growth / change	6%	10%	10%	14%	14%	22%	25%
Smaller than existing	2%	2%	1%	2%	7%	11%	12%

"We need growth that reflects community values and benefits the local economy – not growth for growth's sake. Keep local input central."

~ Community Survey Results

"A diverse economy is a healthier economy."

~ Business Survey Results

Goals

Goal A	Goal B	Goal C	Goal D	Goal E
Enhance Homer's defined downtown to drive commerce, business, and resident and visitors' services.	Support Homer's economy by honoring traditional industries, while supporting expansion of select industries that maintain the character of Homer.	Support workforce development in key sectors to increase year-round, high wage employment opportunities.	Develop and maintain sustainable, accessible infrastructure that supports a thriving local economy.	Sustain Homer as an active, vibrant, healthy community with year-round opportunities to enjoy art, events, and recreation.

City-Led Strategies and Actions

Icon Key:

- Priority: An emerging priority for implementation
- Capital: An action that includes a potential capital project
- Code: An action that recommends a specific code revision
- 2018: An action adapted from/carried over from the 2018 Comprehensive Plan

1. Invest in infrastructure that supports economic growth in key sectors.

Action	Who	Estimated Costs	Target Timeframe
a. Incentivize sustainable growth of the marine trades in Homer to expand services offered locally, create jobs, support fishing, increase the City's taxbase, and reduce the need to travel to other areas of Alaska and the Pacific Northwest.	Community Development Department, Planning Commission, Economic Development Commission, Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
b. Continue to develop the Homer Spit ("the Spit") in a fiscally and environmentally responsible manner to provide opportunities for marine trades and tourism.	Community Development Department, Planning Commission, Parks, Art, Recreation and Culture Advisory Commission, Economic Development Commission, Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing

2. Celebrate Homer's status as a vibrant hub for arts, culture, and community engagement.

Action	Who	Estimated Costs	Target Timeframe
a. Update the Parks, Art, Recreation, and Culture Needs Assessment, and continue to expand City partnerships with other organizations and entities to implement recommendations.	Parks, Art, Recreation and Culture Advisory Commission Administration Department	Undetermined	Medium (3-5 years)
b. Support arts and culture installations and spaces in the community, including Homer's museums and galleries and on the Spit.	Economic Development Commission, Parks, Art, Recreation and Culture Advisory Commission	Undetermined	Ongoing
c. Collaborate with citizen groups and nonprofit organizations to address community needs by providing limited technical assistance and the option to use City land or facilities at reduced rates.	City Administration, City Council	Undetermined	Ongoing
d. Increase the presence of Alaska Native art, signage, and history around Homer.	Parks, Art, Recreation and Culture Advisory Commission, Public Works Department	Undetermined	Ongoing

3. Sustain Homer's role as an agricultural hub.

Action	
a.	Support limited small scale farming and backyard gardens to strengthen the local food economy.
b.	Maintain Homer's role as an agricultural hub for the surrounding area by supporting efforts that facilitate the processing, storage, distribution, and marketing of local agricultural products (e.g., farmer's markets).

Potential Partner-Led Strategies

4. Support Homer's youngest residents and their families by making sure they have what they need to grow and thrive, including access to child care. ↗

5. Expand career and job training resources, particularly in trades, construction, marine trades (including mariculture and shipping industries), and healthcare industries, to retain young residents and provide year-round employment. ↗

6. Support access to quality, affordable health care. ↗

7. Promote fishing and maritime services as viable career options in Homer and demonstrate long-term support for and commitment to the industry.

8. Promote food security.

9. Address barriers to workforce recruitment and retention (e.g., housing, child care).

10. Pursue moderate, sustainable growth in tourism, focusing on activities that benefit small businesses and minimize negative impacts on community character. ♦

11. Support Homer's seniors, including the ability to remain in the community as they age.

12. Support high-quality K-12 and higher education in Homer, support teachers, and sustain lifelong learning opportunities for all residents.



South Peninsula Hospital

"The cost of housing is not reflective of our local economy and is rapidly outpacing the middle class wage earner."

~ Community Survey *Results*

Policies Supporting Economic Development in Other Chapters

The table below summarizes the location of related policies in other parts of the plan that support and contribute to Homer's economic development goals. They are shown in order by chapter.

	Chapter and Strategy Number of Related Policies					
Topic	2. Land Use & Environment	3. Public Facilities & Services	4. Housing	6. Transportation	7. Governance	8. Sustainability & Resilience
Improve zoning code to promote growth in desired areas and simplify permitting and procedures	2					
Thriving downtown	5					
Guide planning at the Homer Spit	5	4				
City facilities equipped to host large events		1				
Maintenance of existing parks and restrooms that enhance visitor experiences		1				
Port and harbor infrastructure		3				
Homer airport						
Accessible, ADA compliant facilities, including businesses		7				
Affordable, attainable housing			1, 2, 3			
City center parking and walkability				1		
Public transportation options to improve accessibility for seasonal workers, residents, and visitors				5		



Vendors in front of Homer business on Contractor's Day



6. Transportation

Key Themes Guiding the Plan

Homer Maintains a Separate Transportation Plan



The 2024 Transportation Plan identified four key goals for transportation in the City of Homer:

- *Goal 1:* Increase Safety of Interactions Between Different Modes of Travel
- *Goal 2:* Provide a Connected Network of Local and Collector Roads and Trails That Balances Modes Based on Land Use Contexts
- *Goal 3:* Maintain Transportation Network to Be Usable Year-Round
- *Goal 4:* Provide Expanded Transportation Options for Residents and Visitors

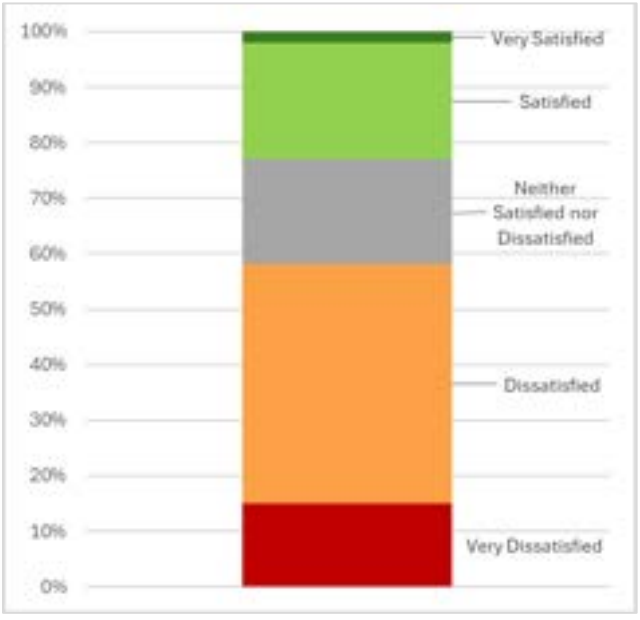
The 2024 Transportation Plan includes specific recommendations. The policies in this chapter supplement those already identified in the Transportation Plan and focus on topics that received less coverage in the Transportation Plan.

A Transportation Hub for the Region

Homer is connected to other parts of the Kenai Peninsula by road, air, and water. Homer's port is a key connection point for distributing goods and moving people around the Kenai Peninsula and beyond. Homer is one of the only communities on the Kenai Peninsula serviced by the Alaska Marine Highway System. For details on the airport, port, and harbor, see the Public Facilities and Services Chapter 3.

Figure 23. Responses to the 2024 Homer Community Survey Question, "How satisfied are you with the availability of Roads and Sidewalks in Homer?"

Results show almost 60 percent of residents want more roads and sidewalks; write-in comments indicate residents specifically want more walking and biking facilities**.**



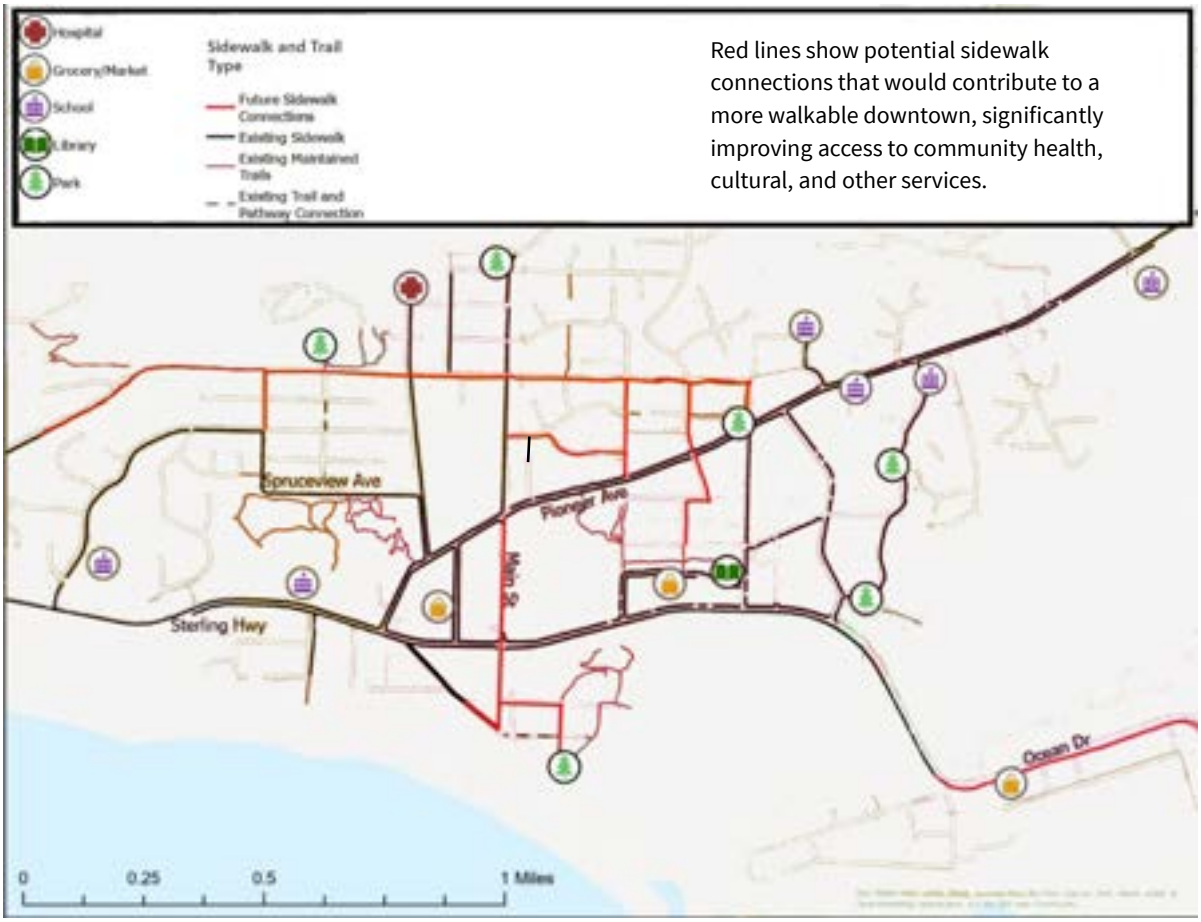
Road and Sidewalk Maintenance is a Community Priority

Homer has expressed a consistent opinion as to how the City should grow and the "look and feel" that residents want for the community. Key desires include a more focused and walkable downtown, a more walkable and bikeable community, and the development of an attractive community that mirrors the natural beauty of Homer's setting. The community roadway system is an important component of Homer's development and plays an important role in whether the community's goals will be realized. Street design should follow elements of Complete Streets, enabling safe access for all users including pedestrians, bicyclists, and motorists of all ages and abilities. The development

of a comprehensive sidewalk and trail system will require the appropriate facilities be included with the construction of each new street. Important elements include standard designs for sidewalks, trails, streetside plantings, paving requirements and inclusion of traffic calming elements in residential streets.

Year-round maintenance of the transportation network is critical for improving access, safety, equity, and quality of life for Homer residents. Indeed, maintenance of roadways, sidewalks, and trails is identified in the 2024 Homer Transportation Plan [13] and was also identified as a priority through community outreach. In the community survey results, residents identified maintenance as one of the most challenging things about living in Homer, citing the need for improvements to state-maintained roads. The City of Homer's Public Works Department is responsible for maintenance on 29 miles of rural roads and 21 miles of urban roads. As additional roads and sidewalks are constructed, maintenance burdens must be considered. As an example, where sidewalks are constructed, crews can no longer push snow to the side of the road and leave it there.

Figure 24. Existing and Potential Future Sidewalk Connections



Residents Walk and Bike Year-Round

Walkable neighborhoods directly contribute to the small-town feel that Homer residents value. Connecting schools, shopping, the library, parks, and medical facilities can reduce vehicle trips, support affordable housing by reducing transportation costs per resident, and improve safety. Throughout the planning process, residents expressed a desire for improved infrastructure to walk and bike year-round. In the community survey results,

[13] Homer Transportation Plan (2024). https://www.cityofhomer-ak.gov/sites/default/files/fileattachments/planning/page/78524/transportation_plan_07102024.pdf

residents identified a need for increased pedestrian connectivity and in bike infrastructure. Over 50 percent of respondents were either dissatisfied or very dissatisfied over the availability of roads and sidewalks. [14] Currently, the City has over 24 miles of sidewalk and bike/walking pathways and almost 13 miles of maintained trails (Figure 24). However, many connections between paths are missing, leaving pedestrians to walk along the roadway or find a less desirable route to their destination. Examples of solutions include the Homer All-Ages and Abilities Pedestrian Pathway (HAPP) that will connect the Senior Center, main medical district, library, post office, police station, grocery store, and pharmacy, as well as existing trails. For longer trips, bicycles could be accommodated by widening shoulders or installing separated pathways on key routes, such as along the Sterling Highway, on East and West Hill Roads, Ocean Drive, and Pioneer Avenue. Creating a truck route to shift heavy truck traffic off Pioneer Avenue would foster a more walkable and bicycle-friendly downtown core. The recently completed 2024 Homer Transportation Plan identifies many of these challenges and offers recommendations for improvements to the non-motorized network.



Speed hump for slowing traffic to Bishop's Beach.

Traffic Flow and Safety Concerns

Homer's existing roadway network can support the future traffic growth that could come with increased population. Although most residents use a car daily, many would like to reduce those trips and use walking and biking more frequently, especially for commuting and to access recreation. [15] Three key areas to enhance longevity and access within the network include expanding sidewalks and trails, connecting new neighborhoods as they are built, and providing continuing maintenance. Implementing concepts and using existing tools such as Complete Streets, Safe Systems, Vision Zero, and the Kenai Peninsula Borough's Safe Streets for All Plan can help address some of these concerns to increase safety and access for all users. Other issues identified in the community survey results include truck routing, parking, pedestrian safety, and summertime congestion. These issues affect the entire transportation network, both motorized and non-motorized.


The Calhoun Trail is an example of one of the 25 city-maintained trails, together spanning almost 11 miles. Its maintenance and upkeep provides a pedestrian connection from Fairview Avenue to Bayview Avenue.

Continued Interest in Transit Opportunities

Providing public transportation could support households without access to a car and could also serve areas like the Homer Spit ("the Spit") where vehicle traffic overwhelms the network during the tourist season. Currently, local taxi companies transport most residents and visitors who don't have access to their own vehicle. Some private and nonprofit entities provide van service as part of their programs. In the past, some private companies have tried providing transit services more broadly, but these efforts have not been financially sustainable.

[14] 83 percent of survey respondents from the Homer Transportation Plan Survey said they use a car daily but would prefer to walk and bike more.

[15] 83 percent of survey respondents from the Homer Transportation Plan Survey say they use a car daily but would prefer to walk and bike more. Learn more at www.cityofhomer-ak.gov/sites/default/files/fileattachments/planning/page/78524/transportation_plan_2024_01302024_red_size_002.pdf

Goals

Goal A	Goal B
Provide a resilient non-motorized transportation network focused on connectivity, safety, and access to the downtown, to schools, and to trails for users of all ages and abilities.	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.

City-Led Strategies and Actions

Icon Key:

- Priority: An emerging priority for implementation
- Capital: An action that includes a potential capital project
- Code: An action that recommends a specific code revision
- 2018: An action adapted from/carried over from the 2018 Comprehensive Plan

1. Build or improve safe roadway and pathway access and connections to key locations.

Action	Who	Estimated Costs	Target Timeframe
a. Improve non-motorized connections to schools.	Alaska Department of Transportation & Public Facilities, Community Development Department, Public Works Department, Kenai Peninsula Borough, Kenai Peninsula Borough School District	Undetermined	Varies
b. Implement recommendations in the Homer Wayfinding and Streetscape Plan.	Alaska Department of Transportation & Public Facilities, Community Development Department, Public Works Department	$278k (FY26 CIP)	Long (5+ years)
c. Implement the 2024 Homer Transportation Plan to guide investment priorities, design standards, and multimodal connectivity improvements.	Alaska Department of Transportation & Public Facilities, Community Development Department, Public Works Department	*Varies*	Long (5+ years)

2. Maintain a year-round transportation network.

Action
a. Update design standards and road design for walking and biking infrastructure in Title 11 to support connectivity, safety, and ease of maintenance.
b. Ask voters whether to renew the Homer Accelerated Roads and Trails fund beyond 2027.
c. Identify additional funding sources and strategies to support new construction, renovation, maintenance, and equipment for roads and trails.

Note: See the 2024 Homer Transportation Plan (Transportation Strategy 1c) for related policies on the following topics: bicycle parking, transfer of responsibilities for state road maintenance, improved winter maintenance on state roads, winter maintenance standards, updating City non-motorized facility design standards, Kachemak Drive reconnaissance engineering study.

Case Study: Public-Private Partnership Providing Public Transportation
In the City of Sitka, public transportation is provided under the oversight of the nonprofit Center for Community with two partner organizations: Sitka Tribe of Alaska (who operates the fixed-route scheduled bus service) and Southeast Senior Services (who operates the door-to-door paratransit service). Sitka Tribe of Alaska receives federal transit funding directly to the Tribe; the City of Sitka supports the services with yearly contributions and by maintaining the paratransit vehicles; other grants also help to meet the operating and capital funding needs. (https://ridesitka.com/)

Potential Partner-Led Strategies

3. **Maintain continued safe airport and ferry operations to support the movement of people and goods to and from the community and maintain Homer's status as a regional hub.**
4. **Explore public transit options, particularly in the Homer Spit area, to alleviate traffic congestion and improve accessibility for seasonal workers, residents, and visitors.**
5. **Install benches, trash cans, bike racks and create drop-off and pick-up locations for buses, taxis and visitors, in alignment with the Homer Wayfinding and Streetscape Plan.**
6. **Explore public parking in downtown.**

Note: See the 2024 Homer Transportation Plan for related policies on the following topics: truck network/truck routes, transit options, school pick up and drop off congestion, updating existing trail maps.

> *"State roads make up the backbone of the City of Homer transportation system, providing key connections between local city roads for walking, biking, driving, and the movement of freight… both state- and city-owned roads are needed to provide safe transportation options for residents, visitors, and the movement of freight."*
>
> ~ Transportation Plan 2024

Policies Supporting Transportation in Other Chapters

The table below summarizes the location of related policies in other parts of the plan that support and contribute to Homer's transportation goals. They are shown in order by chapter.

	Chapter and Strategy Number of Related Policies					
Topic	2. Land Use & Environment	3. Public Facilities & Services	4. Housing	5. Economic Development	7. Governance	8. Sustainability & Resilience
Infill and walkability	1, 5					
Trails	4					
Downtown development	5					
Homer Spit planning and development	5	4				
Homer airport land use	5					
Accessibility improvements		1, 7				
Port and harbor improvements		3				
Kenai Peninsula Borough Safe Streets and Roads for all		5				
Airport improvements		6				
Tsunami evacuation routes						2
Roads and bluff stability						2



Photo Credit: Lorna Branzuela

7. Governance

Overarching Theme and Context

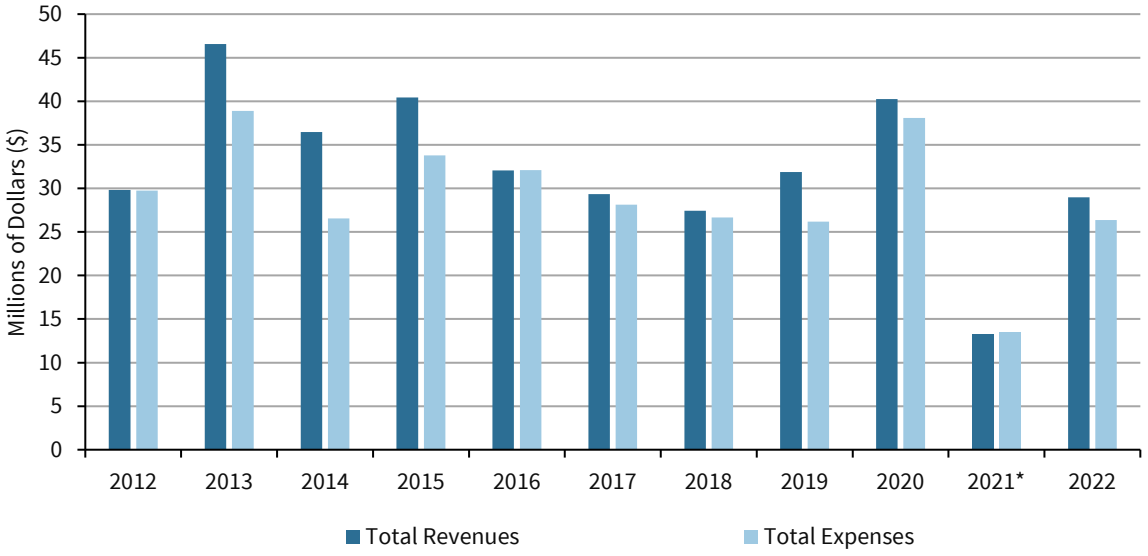
The City of Homer Faces Fiscal Uncertainty

Understanding the City's fiscal position—its revenues, expenditures, and economic capacity—is essential for informed and effective comprehensive planning. Municipal budgets are the foundation of local government operations. Like many small municipalities, Homer faces ongoing fiscal uncertainty that requires careful planning and prioritization of resources. This chapter begins with an overview of Homer's revenues and expenses as well as some of the challenges contributing to an uncertain fiscal environment. For more background, see Appendix G: City of Homer Fiscal Trends Report.

> *"Anything that requires significant funding needs to start with stating who is willing to pay for it."*
>
> ~Growth Scenarios Report Card Results

Over the years, the City of Homer's annual revenues and expenses have fluctuated. As seen in Figure 25, total revenues exceeded total expenses in nine out of 11 years – in six of those years, by a considerable margin. The two years where expenses exceeded revenues were 2016 and 2021, resulting in $57,641 and $169,125 deficits, respectively, for those years. Compared to the financial gains made in other years, these amounts were both small deficits.

Figure 25. Revenues and Expenses for the City of Homer, 2012–2022 (Millions of 2022 Dollars)



Note: Includes all funds. The City changed from a calendar year to a fiscal year, resulting in 2021 only covering six months. As a result, revenues and expenses shown for 2021 reflect six months of activity. A full fiscal year is shown for 2022 (July 1, 2021–June 30, 2022). Source: City of Homer audits (2012–2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis. See Appendix G: City of Homer Fiscal Trends Report for details.

About the Data in this Chapter

The primary sources used to inform key themes and draft policies in this chapter include City of Homer financial statements, budget documents, department reports and additional information and data from City sources; Kenai Peninsula Borough Assessing Department data; and U.S. Bureau of Economic Analysis and Census Bureau data. These sources informed a detailed "City of Homer Fiscal Trends Report", prepared as part of the 2045 Homer Comprehensive Plan process (see Appendix G). Community input, including the community survey, interviews with elected City officials, commissions, boards, and committees, and other community conversations, as well as research on comparable communities also informed key themes and policies.

The information in this chapter is based on available datasets at the time of plan development and may not reflect current trends. For current information about the City's budget and taxation trends, visit:

- City of Homer: Latest Operating and Capital Budgets: https://www.cityofhomer-ak.gov/finance/budgets
- Alaska Department of Commerce, Community, and Economic Development's Taxable Database: https://www.commerce.alaska.gov/web/dcra/OfficeoftheStateAssessor/alaskaTaxable-New.aspx
- Kenai Peninsula Borough Property Tax Webpage: https://www.kpb.us/departments/property-tax/property-tax-overview

The State of Alaska's fiscal situation has and continues to remain uncertain. As a result, the City cannot rely on some of the same state funding sources as it has in the past for certain programs. The pandemic caused further uncertainty in future revenue and expenditure activities for the City. An additional source of financial vulnerability is the City's water and sewer utility fund. The City owns expensive and expansive treatment, collection, and distribution infrastructure, with only year-round residents required to pay a full share of the cost of maintenance and operations of those systems. Capital grants have played a crucial role in Homer's finances, but they fluctuate significantly year to year. This variability creates challenges in long-term planning, making the City reliant on uncertain external funding sources.



Homer City Hall Sign

Homer faces challenges meeting increasing demands for services while dealing with high inflation following the pandemic. The City has experienced revenue growth, largely fueled by increased tourism. However, inflationary pressures on labor, supplies, and equipment have offset these gains, reducing overall purchasing power. While inflation is expected to stabilize, the City must carefully manage expenditures to maintain a balanced budget.

The following sections— "Revenue Snapshot" and "Taxation Snapshot" —provide additional context on the need to address the City of Homer's fiscal uncertainties.

Revenue Snapshot

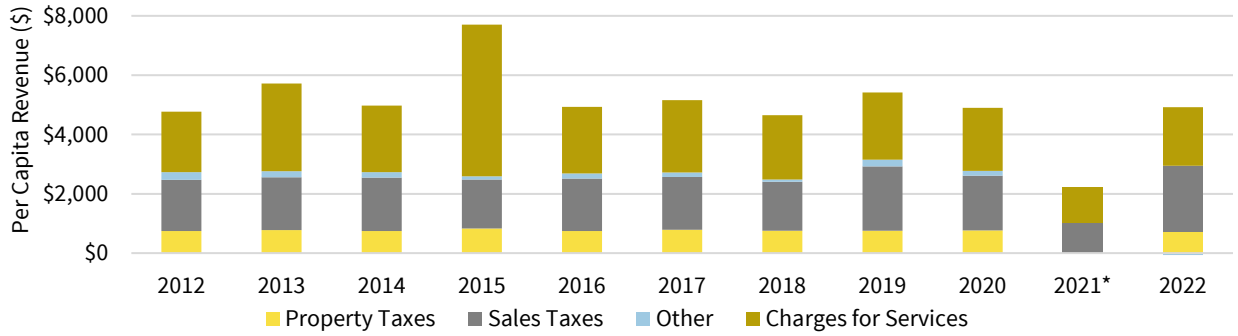
Total revenues for the City of Homer fluctuated between 2012 and 2022 with periods of growth and periods of shrinkage. One driving factor in revenue fluctuations is operating and capital grants, which are received periodically. Figure 26 identifies the largest single line-item revenue sources across all different funds and sources of revenues. As shown in the table, the largest revenue sources for Homer in 2022 were (1) sales tax ($12.34 million), (2) port and harbor services ($5.19 million), and (3) property tax ($3.91 million). As detailed in Figure 27, revenues per capita are generally stable at around $5,000 (excluding capital and operating grants and contributions). If all factors remain constant, for example, and if the City does not realize any additional revenue streams, the City could anticipate generating around $5,000 in revenue per capita in future years.

Figure 26. Inflation-Adjusted City of Homer Revenues, 2012, 2016, 2020, and 2022 (Millions of 2022 Dollars)

	2012	2016	2020	2022
Charges for services, port and harbor	$ 4.96	$ 5.26	$ 5.70	$ 5.19
Charges for services, water	$ 2.18	$ 2.38	$ 2.39	$ 1.95
Charges for services, sewer	$ 1.97	$ 2.09	$ 1.87	$ 1.81
Operating grants and contributions	$ 2.06	$ 1.33	$ 12.44	$ 1.35
Capital grants and contributions	$ 3.27	$ 5.06	$ 0.75	$ 1.20
Property tax	$ 3.80	$ 3.89	$ 4.24	$ 3.91
Sales tax	$ 8.90	$ 9.20	$ 10.15	$ 12.34
Other revenues	$ 2.69	$ 2.85	$ 2.72	$ 1.22

Source: City of Homer (2015, 2016, 2020, 2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis.

Figure 27. Per Capita Revenue by Category 2012 – 2022, Excluding Grants and Contributions (2022 Dollars)



Note: The amount shown for 2021 represents six months, due to the change from a calendar year to a fiscal year.
Source: City of Homer (2012–2022), ADOLWD (2024a, 2024b, 2024c), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis.

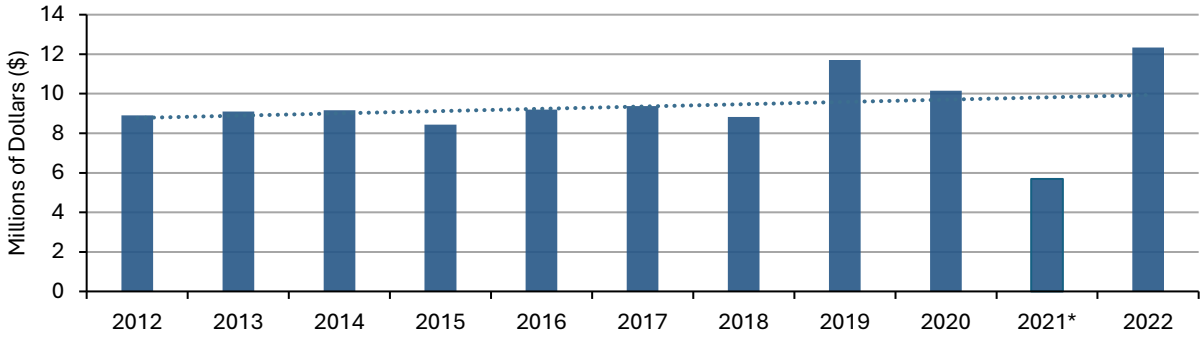
Taxation Snapshot

Figure 28 shows an upward trend in sales tax revenue for the City of Homer from 2012 to 2022. The City of Homer collects a year-round 7.85 percent sales tax (4.85 percent of which is for the City and 3 percent for the Borough) with a $500 cap. Homer has the second highest sales tax rate in the Borough behind Seldovia, which charges 9.5 percent seasonally (April through September). On a per-capita basis, sales tax revenue in 2012 was $1,734.81 and in 2022 it was $2,237.71 per person, demonstrating real growth relative to the population and inflation. It is likely that the increase in tax revenue per capita came from both an increase in spending as well as an increase in the tax rate in 2019. Some of this sales tax is applied toward a bond payment for Homer's police station.

> *"A big concern is that the actual city limits are so small compared to the actual areas that many residents live in and thus many of us who own businesses and earn sales tax for the city, do not actually live within the city limits and therefore are not able to vote on citizen decisions. Nor do we qualify for city services, such as the police and animal shelter. Something needs to change around all of that. Perhaps we don't need the city water and sewer where we live but would sure like to have more of a voice."*
>
> ~Community Survey Participant

Total property tax revenues have generally been steady from 2012 to 2022, increasing by about half a percent each year (Figure 29). One trend that could impact future property tax revenues received by the City is an aging population, since there are property tax exemptions for senior citizens. For residents who are 65 or older or are disabled veterans, the Borough exempts the first $150,000 of property valuation.

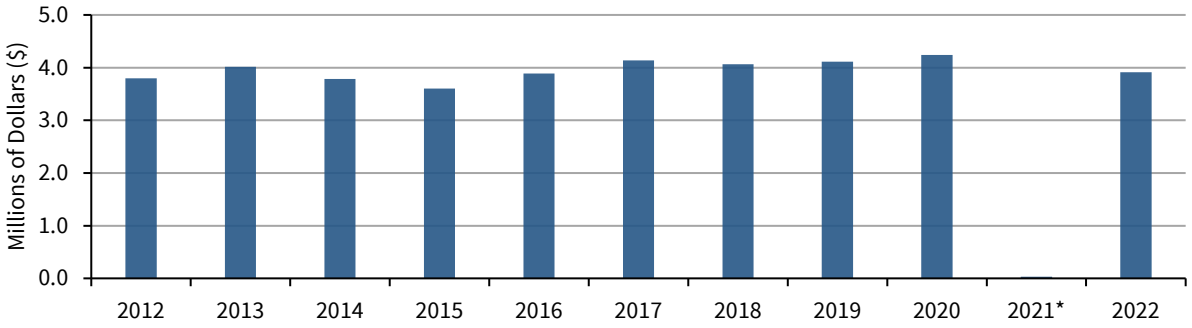
Figure 28. Homer Sales Tax Revenues 2012–2022 (Millions of 2022 Dollars)



Note: The amount shown for 2021 represents six months, due to the change from a calendar year to a fiscal year.

Source: City of Homer (2012–2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis.

Figure 29. City of Homer Property Tax Revenues, 2012–2022 (Millions of 2022 Dollars)



Note: *2021 is not shown, due to changes in tracking from a calendar year to a fiscal year.

Source: City of Homer (2012–2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

Other Themes and Related Fiscal Challenges

Revenue Growth Driven by Tourism, but Inflation Limits Gains

The City of Homer has experienced revenue growth, largely fueled by increased tourism. However, inflationary pressures on labor, supplies, and equipment have offset these gains, reducing overall purchasing power. While inflation is expected to stabilize, the City must carefully manage expenditures to maintain a balanced budget.

Dependence on Sales Tax as a Primary Revenue Source

Sales tax remains the most significant revenue source for Homer, contributing 75 percent of tax revenues in FY2022. In recent years, sales tax revenue has fallen both in nominal and inflation-adjusted terms, and also as a percentage of tax revenues, down to 61 percent in FY2025. This reliance makes the City vulnerable to economic downturns and shifts in consumer spending.

Aging Population and Increased Property Tax Exemptions

Property tax revenue has risen steadily in recent years with higher assessments and completion of new construction projects but faces future risks due to the increasing number of senior citizens eligible for property tax exemptions. In Homer, residents aged 65 and older represent a larger share of the population (22 percent) compared to Alaska as whole (14 percent). According to tax data from the Alaska Department of Commerce, Community, and Economic Development, the share of tax-exempt property in the Kenai Peninsula Borough has grown: there were 3,700 approved property tax exemption applications in the Borough in 2012, compared to

6,704 approved applicants in 2022. These exemptions could potentially impact the City's ability to generate stable revenue from property taxes. See Appendix G for additional details.

Staff Capacity Challenges Impact Service Delivery

The City of Homer faces staffing shortages that impact its ability to provide essential services efficiently. Limited personnel and funding constraints have led to delays in project implementation, code enforcement, and service expansion. Addressing workforce needs and limitations across City departments will be crucial for ensuring the City's long-term operational sustainability. If the City expands its infrastructure and services, that will likely require robust recruitment, training, and retaining of additional staff to operate and maintain any new facilities or programs.

Current staff capacity was a recurring theme throughout the 2045 Homer Comprehensive Plan engagement process. Similar concerns were raised regarding the implementation of existing and potential policies or new code that are created through the updated plan and Title 21 code revision process.

Public Engagement and Fiscal Transparency are Important



Residents at a project open house, 2024

There is a strong demand for greater public involvement and education about the City's fiscal situation. Many residents outside City limits contribute to the economy but lack voting rights, leading to concerns about representation and service access. A key step in achieving a shared community understanding and ownership of City actions is consistent resident participation in City boards, commissions, committees, elected positions, and related City processes. Ongoing education for participants and residents on public involvement, information sharing, and civic engagement is key to reducing divisiveness and supporting inclusive policy and project implementation in Homer.



Homer Public Library

As evident in the robust community participation in comprehensive planning activities, residents across the Greater Homer Area are interested and invested in Homer's future. Based on responses to the community survey, residents highly value and look to the "City Council" and "City Government" for guidance on Homer's future (ranked 2nd in number of mentions after "non-profit and environmental organizations"). At the same time, as shown in Figure 22 in the Economic Development chapter, residents selected "Government" as the sector they desire the least amount of growth (most saying a combined "no growth/change" or "smaller than existing", even while noting lack of funding and/or staff capacity for fire and emergency services and road maintenance).

"Growth outside of the city depends on city services, but the city lacks funding to support growth outside the city."

~Growth Scenarios Report Card Results

"Some of this happens outside of city limits. How to develop without sacrificing the rural elements of Homer. Most people who live outside of limits don't want to be included because of fees. Homer is a hub, which can be a deficit for the city."

~Planning Commissioner comment

Core Functions Distributed Between the State of Alaska, Kenai Peninsula Borough, and City of Homer

Figure 30 illustrates the breakdown of responsibilities between the State of Alaska, the Kenai Peninsula Borough and the City of Homer, presented in alphabetical order.

Figure 30. Core Functions of the State of Alaska, Borough, and City

State of Alaska	Kenai Peninsula Borough second class borough*	City of Homer first class city*
• Alaska Marine Highway Ferry Terminal • Alaska State Troopers (outside of City limits) • Homer Airport • Road Maintenance of major roadways (including Sterling Highway, Pioneer Avenue, Homer Spit Road, Kachemak Drive, West Hill Road, and East Hill Road) • State Parks (e.g., Kachemak Bay State Park) • University of Alaska	• Hospital (via service areas) • Planning and platting • Regional emergency medical services (via service areas) • Road maintenance (via service areas) • Schools, via Kenai Peninsula Borough School District • Solid waste services	• Airport terminal • Animal control • City code enforcement • Elections • Parks and recreation • Planning and zoning (within City limits) • Police • Port and harbor • Public library • Right of way management • Road maintenance and snow removal (shared with State) • Volunteer Fire Department • Water and wastewater

Alaska has two primary classifications of municipalities: General Law and Home Rule. Within the General Law classification there are first class cities/boroughs and second class cities/boroughs. The Kenai Peninsula Borough is a second class borough and the City of Homer is a first class city. For both, powers are defined by state law and by local ordinances; while these powers can be broad, there are some limitations on certain activities like taxation. Home Rule municipalities generally have broader powers and may exercise all legislative powers not prohibited by law or charter. To learn more about the powers of municipalities, visit the Alaska Department of Commerce, Community, and Economic Development Division of Community and Regional Affairs, Local Government Resource Desk: www.commerce.alaska.gov/web/dcra/LocalGovernmentResourceDesk/MunicipalGovernment/MunicipalGovernmentStructureinAlaska.aspx.

The Value of Collaboration and Partnerships in Fiscal Sustainability

Public-private partnerships (PPPs), or partnerships between the public sector and the private sector for the purpose of delivering a project or a service traditionally provided by the public sector, is one tool the City of Homer can use to complete priority community projects. By leveraging private investment and expertise, the City can support key projects without overburdening taxpayers. Successful PPPs in Alaska's coastal communities have demonstrated the ability to enhance economic development, improve public services, and expand infrastructure while reducing municipal costs. An example of an effective PPP in Homer today is in the community's Medical District with the South Peninsula Hospital (SPH)—a partnership between the City of Homer (landowner), Kenai Peninsula Borough (facility owner), SPH, Inc. Board of Directors (governance), and South Kenai Peninsula Hospital Service Area (public advisory board). Homer can benefit from similar partnerships in areas such as harbor improvements, renewable energy projects, and housing development. Similarly, the City can also partner with Tribal organizations or nonprofit partners that have access to different funding streams and resources to achieve shared priorities.

"The comprehensive plan is spearheaded by the city, but other partners help implement the strategies and actions."

~Planning Commissioner comment

Goals

Goal A	Goal B	Goal C
Maintain long-term financial stability.	Enhance fiscal transparency and community engagement.	Strengthen collaboration and partnerships.

Icon Key:

- Priority: An emerging priority for implementation
- Capital: An action that includes a potential capital project
- Code: An action that recommends a specific code revision
- 2018: An action adapted from/carried over from the 2018 Comprehensive Plan

City-Led Strategies and Actions

1. Develop a long-term fiscal plan that is proactive, sustainable, and responsive to short-term challenges and opportunities.

Action	Who	Estimated Costs	Target Timeframe
a. Establish a six-year budget framework to improve financial foresight and stability.	Administration Department, Finance Department	Undetermined	Medium (3-5 years)
b. Align the Capital Improvement Plan with the six-year budget.	Administration Department, Finance Department	Undetermined	Medium (3-5 years)
c. Implement asset management across all city departments.	Administration Department in coordination with all other City departments	Undetermined	Medium (3-5 years)

2. Diversify revenue streams to reduce dependence on sales and property taxes.

Action	Who	Estimated Costs	Target Timeframe
a. Increase financial reserves to mitigate risks from economic downturns or unexpected expenditures.	Administration Department, City Council, Finance Department	Undetermined	Medium (3-5 years)
b. Leverage City-owned land for development that aligns with economic and housing goals.	City Council, Community Development Department, Planning Commission	Undetermined	Medium (3-5 years)
c. Explore the feasibility of taxation options.	Administration Department, City Council, Finance Department	Undetermined	Medium (3-5 years)

Action	Who	Estimated Costs	Target Timeframe
d. Use tools such as bonds, tax increment financing (TIF), Business Improvement District (BID) assessments, and other mechanisms to finance infrastructure improvements and public amenities in designated redevelopment areas.	Administration Department, City Council, Community Development Department, Finance Department	Undetermined	Medium (3-5 years)
e. Offer property tax abatements (City-wide or targeted) to developers to incentivize investment in higher-density projects.	City Council, Community Development Department	Undetermined	Medium (3-5 years)
f. Support small business growth through targeted incentives to expand the local tax base.	City Council, Administration Department, Public Works Department	Undetermined	Medium (3-5 years)

3. Conduct operational efficiency audits to identify cost savings and streamline municipal services.

Action
a. Encourage infill development and connect customers to water and sewer systems where the infrastructure already exists to avoid additional build-out capital costs.
b. Solicit regular input from residents about desired services and facilities, and how to improve service delivery.
c. Engage City commissions and boards in their respective budget areas to inform prioritization and planning.
d. Evaluate staffing levels across departments and identify workforce gaps and inefficiencies based on current needs.

4. Increase public participation in budget planning, improve access to financial data, and foster community discussions so that policies reflect the needs and priorities of residents both inside and outside City limits.

Action
a. Educate residents about service levels, benefits, and costs for different parts of the City and those areas adjacent to City boundaries.
b. Educate residents on City powers, roles, responsibilities, and the benefits of different planning processes and tools.
c. Inform residents and visitors of the value of green infrastructure in reducing infrastructure costs, as well as educate the community on which types of green infrastructure works best in Homer.
d. Continue to create opportunities for youth involvement in City decision-making.
e. Educate the public about the benefits of higher density development, such as reduced traffic congestion and increased walkability.
f. Encourage shared planning and decision-making to align policies with community priorities and needs.
g. Establish code enforcement standards, and conduct public outreach on those standards, that protect our community's safety, preserve accessibility for all residents, maintain neighborhood property values, and ensure City regulations are applied fairly and consistently.
h. Develop a clear and orderly process to assess the need and apply for the expansion of the boundaries of the City of Homer, which is likely to be necessary over the coming decades as surrounding areas grow and develop. See Appendix K, Border Expansion Process, for additional information.

Potential Partner-Led Strategies

5. **Identify opportunities to coordinate with organizations including Tribal organizations, Alaska Native Corporations, public entities, and local and regional non-profits to leverage resources and provide services more cost-effectively.**
6. **Work with the Kenai Peninsula Borough to advocate for and implement policies that fiscally benefit borough communities.**

Policies Supporting Governance in Other Chapters

The table below summarizes the location of related policies in other parts of the plan that support and contribute to Homer's governance goals. They are shown in order by chapter.

	Chapter and Strategy Number of Related Policies					
Topic	2. Land Use & Environment	3. Public Facilities & Services	4. Housing	5. Economic Development	6. Transportation	8. Sustainability & Resilience
Higher density, sustainable growth	2					
Community and stakeholder input on zoning and policy tools	2					
Improved processes and efficiencies in zoning, design, and review	3					
Evaluation of creating a municipal Parks and Recreation Department		1				
High quality, sustainable municipal facilities and services		All				
Land dispositions			2			
Encourage expansion of select industries				1		X
Access to City facilities				2		
Sustainability and resilience in City planning						
Energy efficiency of municipal facilities						



Photo Credit: Adela Pederson



Photo Credit: Lorna Branzuela



Credit: Kyra Wagner

8. Sustainability and Resilience

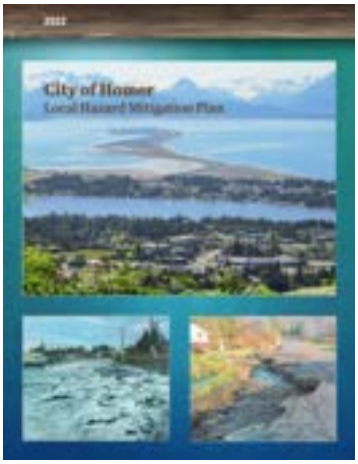
Key Themes Guiding the Plan

Natural and Climate-Driven Hazards Increase Risks to People and Infrastructure



A November storm caused damage to the Homer Spit Road, resulting in a State Declaration of Disaster Emergency. Credit: Alaska Department of Transportation and Public Facilities (DOT&PF), Facebook, 2024

Homer's natural setting makes it vulnerable to multiple hazards, including earthquakes, tsunamis, landslides, wildfires, and flooding. These risks are expected to intensify as the region experiences the effects of a warming climate. The number of extreme wildfire danger days around Homer is projected to increase significantly by 2050, with higher temperatures, drought, and beetle-killed forests contributing to fire risk. Severe and extreme drought conditions are projected to occur around 20 percent of the time. [16] At the same time, inland flooding is expected to worsen, particularly around Beluga Lake, as 1-in-100-year rainfall events become more intense. [17] Although isostatic rebound may offer short-term relief from storm surge, flood depths on the Homer Spit ("the Spit") are expected to increase again by 2080, with parts of the Spit experiencing over two meters of inundation in a major event. [18] Several City facilities are also at risk including the Public Works campus, which lies in a tsunami inundation zone. [19] These evolving hazards highlight the need for forward-looking planning, facility siting, evacuation coordination, and land management tools to strengthen Homer's resilience over time.



Cover page of the 2022 City of Homer Local Hazard Mitigation Plan. Photo Credit: City of Homer

The City adopted a Local Hazard Mitigation Plan in 2022, which identifies multiple hazards from a variety of sources, including wildfires, tsunamis, volcanoes, earthquakes, landslides, and more. It also identifies multiple recommendations for actions that would mitigate harmful effects from these hazards. This Local Hazard Mitigation Plan is part of the Homer Comprehensive Plan suite of documents, and the policies in the document should be considered alongside the action plan for this chapter and related chapters as part of Comprehensive Plan implementation.

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[16] Woodwell Climate Research Center. (2022). *Climate Risk Assessment: Homer and Seldovia, Alaska*. Retrieved from https://www.cityofhomer-ak.gov/publicworks/climate-risk-assessment

[17] Alaska Center for Climate Assessment and Policy (ACCAP). (2023). *Alaska's Changing Climate: Localized Projections for Southcentral Alaska.*

[18] Suleimani, E.N. (2019). *Tsunami Hazard Assessment for the Kachemak Bay Area.* Alaska Earthquake Center.

[19] City of Homer. (2023). *Tsunami Risk Final Report and Recommendations for Public Works Campus.*

Sustainability and Resilience Are Core to City Planning and Investments

The City of Homer has a long history of leadership on sustainability, having adopted Alaska's first Climate Action Plan in 2007. Today, the community continues to express strong support for renewable energy, hazard mitigation, and environmental stewardship. In the 2023 community survey, 74 percent of respondents said it was "very important" to encourage renewable energy projects over the next 20 years. Community members also emphasized the importance of resilience-focused infrastructure, sustainable development practices, and forward-looking land use decisions. These values are reflected in the City's ongoing efforts to transition municipal facilities to more efficient energy sources, conduct energy audits, incorporate green infrastructure, and modernize capital projects to have long-term resilience. [20] As hazards and environmental stressors increase, integrating sustainability as a baseline assumption in all City policies and capital investments will help reduce future costs, improve operational efficiency, and protect the well-being of Homer's residents.

Open Space and Natural Lands Support Long-Term Community Well-Being

Homer's ecosystems, wetlands, and green spaces provide natural protection against flooding, erosion, and other hazards—while also contributing to the community's quality of life. Residents strongly support preserving these natural assets: 77 percent of community survey respondents identified the preservation of public open space as a top priority. In open responses and interviews, residents expressed support for concentrating new development in existing disturbed areas, avoiding steep slopes and flood-prone zones, and protecting wildlife corridors and critical habitat. Preserving wetlands, riparian buffers, and upland vegetation also enhances Homer's capacity to manage stormwater through low-impact development and natural drainage systems. Continued investment in data tools—such as Light Detection and Ranging (LiDAR) mapping, green infrastructure inventories, and watershed-based planning—will help the City and its partners prioritize land for conservation and align development with long-term environmental resilience.



Photo Credit: Kachemak Communications

> *"We need to make considerations about how we are going to get our energy in 10-20 years and adjust for climate change. Invest in ways to minimize our energy demand and alternative methods of harnessing our energy."*
>
> ~ Community Survey Results

[20] City of Homer. (2023). *Energy Audit Reports and Capital Improvement Plan Updates.* Kinney Engineering. (2020). *Low Impact Development Planning for the City of Homer*. City of Homer Public Works Department. Retrieved from https://www.cityofhomer-ak.gov/sites/default/files/fileattachments/public_works/page/49271/low_impact_development_planning_study_6-30-20_final.pdf

Goals

Goal A	Goal B
Protect both existing and new infrastructure from the impacts of climate change, environmental constraints, and hazards.	Encourage Homer residents to be proud stewards of their community and the spectacular natural setting around them.

City-Led Strategies and Actions

Icon Key:

- Priority: An emerging priority for implementation
- Capital: An action that includes a potential capital project
- Code: An action that recommends a specific code revision
- 2018: An action adapted from/carried over from the 2018 Comprehensive Plan

1. Modernize City operations for long-term efficiency and resilience.

Action	Who	Estimated Costs	Target Completion
a. Incorporate sustainability (long-term resource stewardship) and resilience (ability to adapt and recover from disruptions) into the design and evaluation of all City plans, policies, and capital projects.	All City boards, commissions, departments	Undetermined	Ongoing
b. Conduct energy audits of City facilities and operations on a 10-year basis to identify cost-saving opportunities and inform capital upgrades.	Administration Department, Public Works Department	Undetermined	Medium (3-5 years)
c. Transition City facilities and assets to more efficient and lower-emission energy sources where feasible.	Administration Department, Public Works Department	Undetermined	Medium (3-5 years)
d. Continue to seek grant funding and technical assistance for projects that restore ecological functions, reduce flood risk, or enhance long-term resilience.	Administration Department, Public Works Department	Undetermined	Ongoing
e. Explore the use of local or alternative building materials to reduce building costs and improve resilience.	Administration Department, Public Works Department	Undetermined	Medium (3-5 years)

2. Reduce risk from natural hazards through proactive siting and planning.

Action	Who	Estimated Costs	Target Completion
a. Relocate municipal buildings out of tsunami inundation zones where feasible and continue to consider hazard-prone or unsuitable areas in future development projects.	Administration Department, Community Development Department, Public Works Department	$11.4 M for Public Works facility (FY26 CIP)	Ongoing
b. Provide information and signage to educate residents and visitors about tsunami evacuation routes.	Administration Department, Public Works Department	Undetermined	Ongoing

Action	Who	Estimated Costs	Target Completion
c. Incorporate landslide risk analysis into City planning using tools such as LiDAR mapping and geotechnical field assessments, with an emphasis on bluff areas most vulnerable to development and climate impacts. 🛠	Community Development Department, Public Works Department	Undetermined	Medium (3-5 years)
d. Continue to implement the Homer Beach Policy and Management Plan, including enforcement of existing regulations, establishment of future regulations, and public education to maintain, preserve, protect, and promote enjoyment of Homer's beaches. ♦	Community Development Department, Planning Commission, Public Works Department, Parks, Art, Recreation and Culture Advisory Committee, Police Department, City Administration	Undetermined	Short (1-2 years)
e. Evaluate current bluff stability best practices in City infrastructure design standards, including guidance for street extensions, trails, utilities, and Right of Way (ROW) projects near coastal or inland bluffs. Incorporate if needed.	Public Works Department, Planning Commission	Undetermined	Long (5+ years)

3. Enhance natural drainage systems. ↯

Action	Who	Estimated Costs	Target Completion
a. Update and adopt the City's Low-Impact Development Plan (also referred to as the Green Infrastructure – Stormwater Master Plan) to incorporate current data on erosion, water quality, and flooding. The updated plan should identify strategic opportunities for wetland preservation and enhancement as a form of natural stormwater management.	Community Development Department, Planning Commission, Public Works Department	Undetermined	Medium (3-5 years)
b. Continue to incorporate green infrastructure approaches (e.g., rain gardens, vegetated buffers, permeable surfaces) into City-led projects.	Public Works Department	Undetermined	Medium (3-5 years)
c. Continue to integrate wetlands, riparian areas, and other natural drainage features into the City's capital planning, permitting review, and long-term infrastructure decisions.	Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years)
d. Explore incentives, recognition programs, or voluntary guidelines that encourage sustainable development practices on private land.	Community Development Department, Planning Commission, Public Works Department	Undetermined	Medium (3-5 years)

Potential Partner-Led Strategies

4. Leverage partnerships to advance community-wide sustainability and resilience.

Policies Supporting Sustainability and Resilience in Other Chapters

The table below summarizes the location of related policies in other parts of the plan that support and contribute to Homer's sustainability and resilience goals. They are shown in order by chapter.

	Chapter and Strategy Number of Related Policies					
Topic	2. Land Use & Environment	3. Public Facilities & Services	4. Housing	5. Economic Development	6. Transportation	7. Governance
Title 21 and responsible growth	1, 2					
Title 21 and hazard mitigation	3					
Open space preservation	4					
Infill and sprawl reduction	5					
Green infrastructure / wetlands integration		3				
Hazard-based siting and resilience		5				
Long-range stormwater management plan		3				
Water and sewer management plan		6				
Food security				3		
Moderate, sustainable growth in tourism				9		
Transportation network sustainability					1, 3, 4	
Public-private partnerships						4
Engaging community about sustainability, stewardship						5

Appendices

Appendix A: Acronyms

Appendix B: Glossary of Key Terms

Appendix C: Methodology

Appendix D: Plan Review

Appendix E: Public Participation Overview

Appendix F: About Homer – Community Background

Appendix G: City of Homer Fiscal Trends Report

Appendix H: Land Use and Environment Chapter Background

Appendix I: Partner-Led Strategies and Actions

Appendix J: Implementation Plan

Appendix K: Border Expansion Process

2045 Homer Comprehensive Plan

Appendices

Adopted by the Homer City Council on November 24, 2025

HomerCompPlanUpdate.com

Appendix A: Acronyms

ACS	American Community Survey
ADA	Americans with Disabilities Act
ADU	Accessory Dwelling Unit
AHFC	Alaska Housing and Finance Corporation
AS	Alaska Statute
CARMA	Capital Asset Repair and Maintenance Allowance
CDP	Census Designated Places
CIP	Capital Improvement Plan
DOT&PF	Alaska Department of Transportation and Public Facilities
EV	Electric vehicle
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FLUM	Future Land Use Map
FMR	Fair market rent
FY	Fiscal year
GhG	Greenhouse gas
GIS	Geographic information systems
GRAPI	Gross rent as a percentage of household income
HAPP	Homer All-Ages and Abilities Pedestrian Pathway
HART	Homer Accelerated Roads and Trails Program
HAWSP	Homer Accelerated Water and Sewer Program
HERC	Homer Education and Recreation Center
HUD	US Department of Housing and Urban Development
ICLEI	International Council for Local Environmental Initiatives
ISO	Insurance Services Office
KPB	Kenai Peninsula Borough
KPBSD	Kenai Peninsula Borough School District
KPC	Kenai Peninsula College
KPEDD	Kenai Peninsula Economic Development District
LID	Low-Impact Development
MAPP	Mobilizing for Action through Planning and Partnerships
PARCAC	Parks, Art, Recreation, and Cultural Advisory Commission
PPP	Public Participation Plan
RFP	Request for proposal
RV	Recreational vehicle
SMOCAPI	Selected monthly ownership costs as a percentage of household income
SPARC	South Peninsula Area Rec Center
SPH	South Peninsula Hospital
TBD	To be determined
TORA	Transfer of responsibility agreement
US	United States

Appendix B: Glossary of Key Terms

This glossary is intended to provide definitions and clarification for terms in the 2045 Homer Comprehensive Plan including the Core Plan and other appendices.

Anadromous water body[1]: The portion of a fresh water body or estuarine area that (A) is cataloged under Alaska Statutes (AS) 16.05.871 as important for anadromous fish; or (B) is not cataloged under AS 16.05.871 as important for anadromous fish but has been determined by the Alaska Department of Fish and Game to contain or exhibit evidence of anadromous fish, in which event the anadromous portion of the stream or waterway extends up to the first point of physical blockage. The term 'anadromous fish' species that are born in freshwater, migrate to the ocean to grow and mature, and then return to freshwater to spawn (e.g., salmon).

Area plan[2]: *(See also Master Plan*) A plan that covers specific subareas of a community that provides basic information on the natural features, resources, and physical constraints that affect development of the planning area. They may also specify detailed land-use designations used to review specific development proposals and to plan services and facilities.

Complete Streets[3]: Streets designed and operated to enable safe use and support mobility for all users. This includes people of all ages and abilities, regardless of whether they are traveling as drivers, pedestrians, bicyclists, or public transportation riders.

Downtown Area: *See Future Land Use Map, Figure 14 of the Core Plan.*

Greater Homer Area: *See Map of the Greater Homer Area, Figure 3 of the Core Plan.* The "Greater Homer Area" encompasses the City of Homer and its neighboring communities, including Diamond Ridge, Kachemak City, and Fritz Creek.

Green infrastructure[4]: Green infrastructure uses filtration, infiltration, and evapotranspiration to treat and soak up rainwater where it falls. It can deliver multiple environmental, social, and economic benefits beyond stormwater management alone. Terms such as nature-based solutions, green stormwater infrastructure, and low-impact development are also used to describe green infrastructure installations, and there is overlap between these concepts. When green infrastructure systems are thoughtfully designed to fit the site-specific, local, or regional needs of the community and environment, they can provide cleaner air and water, protect against flooding and excessive heat exposure, provide diverse habitat, and create beautiful green spaces for all to enjoy.

Growth, Minimal: In the Growth Scenarios Report Card Results, minimal growth is referred to as "status quo" where there is no growth or there is "natural," unguided growth that maintains current

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[1] Adapted from Alaska Statute § 41.17.950 (2023).

[2] Adapted from: Michael Davidson & Fay Dolnick (Eds.), *A Planners Dictionary* (PAS Report Nos. 521/522), American Planning Association, 2004.

[3] Adapted from U.S. Department of Transportation. (n.d.). *Active transportation*. https://www.transportation.gov/mission/office-secretary/office-policy/active-transportation/active-transportation

[4] U.D. Environmental Protection Agency (2025). *About Green Infrastructure.* https://www.epa.gov/green-infrastructure/about-green-infrastructure

trends such as keeping current zoning and land use policies. This definition is consistent between the Core Plan and appendices.

Growth, Moderate: In the Growth Scenarios Report Card Results, moderate growth is referred to as "enhance" where there is a minimal increase in density through minor code modifications and a focus on current economic drivers. This definition is consistent between the Core Plan and appendices.

Growth, Significant: In the Growth Scenarios Report Card Results, significant growth is referred to "amplify" where there is a moderate increase in density through major code modifications that encourages new economic drivers aimed toward young families. This definition is consistent between the Core Plan and appendices.

Growth, Sustainable[5]: Creating long-term value without depleting natural or social resources, characterized by practices that are environmentally friendly, socially responsible, and economically viable.

Housing, Affordable[6]: *(See also Attainable Housing)* The U.S. Department of Housing and Urban Development defines "affordable housing" as housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities. Housing that is affordable can be built by private developers and open to all income groups. This is sometimes called naturally occurring affordable housing. Housing that is affordable can also be built using public investment and restricted to certain incomes. In some communities, there is an abundance of naturally occurring affordable housing that has been built by private developers. In other communities, the opportunities for housing that is affordable are few and far between, as housing prices have outpaced wage growth, causing housing to be out of reach for many households.

Housing, Attainable[7]: *(See also Affordable Housing)* Attainable housing means a variety of housing types for moderate- or middle-income households with incomes ranging between 80 – 120% of Area Median Income (AMI); this population segment sometimes is referred to as the 'Missing Middle'. Attainable housing is targeted towards income earners which may include teachers, healthcare providers, public safety personnel, armed service members, resort workers, etc. These individuals are typically ineligible for Affordable Housing because their household incomes often exceed the limits of Affordable Housing eligibility.

Infill[8]: Development or redevelopment of land that has been bypassed, remained vacant, and/or is underused because of the continuing urban development process. Generally, the areas and/or sites are not particularly of prime quality; however, they are usually served by or are readily accessible to

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[5] RVKS and Associates. (2024, December 5). *Strategies for sustainable business growth*. AGN International. https://agn.org/insight/navigating-growth-strategies-for-sustainable-growth/#:~:text=Sustainable%20growth%20focuses%20on%20creating,socially%20responsible%2C%20and%20economically%20viable

[6] U.S. Department of Housing and Urban Development. (n.d.). *Glossary of HUD terms: A*. HUD User. https://archives.huduser.gov/portal/glossary/glossary_a.html

[7] Adapted from: Association for the Improvement of American Infrastructure. (n.d.). *Attainable housing terms*. https://aiai-infra.org/attainable-housing-terms/

[8] Adapted from: Michael Davidson & Fay Dolnick (Eds.), *A Planners Dictionary* (PAS Report Nos. 521/522), American Planning Association, 2004.

the infrastructure (services and facilities) provided by the applicable local governmental entity. Use of such lands for new housing and/or other urban development is considered a more desirable alternative than to continue to extend the outer development pattern laterally and horizontally thus necessitating a higher expenditure for capital improvements than would be required for infill development.

Infrastructure[9]: The built environment. FEMA defines public infrastructure as, "at a minimum, the structures, facilities, and equipment for roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities and equipment that generate, transport and distribute energy including electric vehicle (EV) charging."

Master plan[10]: *(See also area plan)* A document that describes the physical development of the City which may include accompanying maps, plats, charts, descriptive and explanatory matter that shares the City of Homer Planning Commission's recommendations for the development of the City territory. This may include, among other things, development of the type, location, and sequence of all public improvements; the relocation, removal, extension or change of existing or future public ways, grounds, spaces, buildings, properties, and utilities; and the general extent and location of rehabilitation areas. A master plan for the City must be approved by the City Council after consideration and report by the Planning Commission.

Natural hazards: Earthquakes, extreme wind, rain, tide, wildfires, tsunamis, volcanic eruptions.

Resilience[11]: The ability of a community to anticipate, plan, and prepare for threats, persevere through stressful or disruptive events, and recover and adapt to new conditions.

Sustainability[12]: The process of using our finite resources as a community to balance the goals of economic vitality, environmental stewardship, and social equity to ensure that we can meet the needs of present generations without compromising the ability of future generations to meet their own needs.

Tidelands[13]: Lands which are periodically covered by tidal waters between the elevation of mean high and mean low tides.

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[9] U.S. Department of Homeland Security (2023), *Infrastructure.* Federal Emergency Management Agency. https://www.fema.gov/about/glossary/infrastructure

[10] Adapted from: City of Homer. (n.d.). *Homer City Code § 2.72.030 – Powers and duties*. https://www.cityofhomer-ak.gov/cityclerk/homer-city-code

[11] Adapted from Fairbanks North Star Borough. (2024). *Climate Action and Adaptation Plan*. https://fnsb.gov/DocumentCenter/View/21949/climate-action-and-adaptations-plan?bidId=

[12] Adapted from Fairbanks North Star Borough. (2024). *Climate Action and Adaptation Plan*. https://fnsb.gov/DocumentCenter/View/21949/climate-action-and-adaptations-plan?bidId=

[13] Adapted from: City of Homer. (n.d.). *Homer City Code § 18.28.050 – Definitions*. https://www.cityofhomer-ak.gov/cityclerk/homer-city-code

Appendix C: Methodology

How Was this Plan Developed?

This plan was developed with extensive input from residents, city leadership and staff, commissions, committees, and other community leaders, and regional, state, and federal partners.

The following table summarizes the activities and inputs that contributed to this draft plan. Detailed summaries of project outreach activities can be found on the project website: homercompplanupdate.com.

In-Person Activities	
Steering Committee	The Steering Committee met 15 times (through December 2024) during the duration of the project and assisted in the development of the comprehensive plan. The committee plans to meet twice more during the drafting phase in January and February 2025. The five-member committee is comprised of two city council members, one city planning commissioner, one economic development commissioner, and a city resident representative nominated by the mayor and approved by the City Council. The roles and responsibilities of the Steering Committee are outlined in City of Homer Resolution 23-129(A) and include: • Assist in the refinement and execution of the public outreach process, outreach program, and schedule. • Participate in public outreach activities and events including work with each of the member's represented organizations to keep them informed on the project and encourage their participation, solicit participation from a wide range of people and organizations in the community, participate in event exercises and provide feedback. • Provide feedback and recommendations on Comprehensive Plan draft documents. The Steering Committee meetings are noticed and open to the public.
City Meetings	The project team routinely provided updates at the **Homer City Council meetings and Planning Commission meetings**. The project team facilitated a **Joint City Council and Planning Commission Work Session** in March 2024 to kick off the project, review the overall purpose and legal basis for comprehensive plans and prepare the planning commissioners, Council members, and staff for the comprehensive plan revision process. The project team also attended and engaged many of the city boards and commissions including the **Port and Harbor Advisory Commission, Parks, Art, Recreation and Culture Advisory Commission, Library Advisory Board, Economic Development Advisory Commission,** and **Americans with Disabilities Act Advisory Board**. Project team members also met with City department staff, including the library staff, public works staff, port and harbor staff, community development staff, and others.
Community Group Meetings	The project team attended and provided updates at the meetings of several active community groups including, the Homer Chamber of Commerce board of directors, Homer Guiding Growth, Homer Stormwater Working Group, Mobilizing for Action through Planning and Partnerships (MAPP) Steering Committee, MAPP Housing Working Group, Homer Marine Trades Association, and others.
Community Conversations and Open Houses	The project team hosted the following public community conversations and open houses where the project team discussed current economic conditions, emerging vision, values, priorities, and policies for the Homer Comprehensive Plan: • **Community Open House** March 28, 2024 at Alaska Islands and Oceans Visitor Center. • **Community Work Session on Growth Scenarios** October 22, 2024 at Alaska Islands and Oceans Visitor Center. • **Community Open House to launch Public Review Draft** Planned for February 11, 2025 at Alaska Islands and Oceans Visitor Center. 
Events and Information Tables	The project team and Steering Committee attended the following community events or locations to engage with the community:

	• March 15, 2024: Hosted an information table at the Spenard Builders Supply's Contractors day to engage with local contractors, builders, and others. • April 11, 2024: Met with high school government class at Homer High School. • May 14-16, 2024: Held open hours at the Homer Public Library to receive feedback and provide information on the plan. • May 15, 2024: Hosted an Under 40 Focus Group to collect feedback and input from Homer residents under 40 years old. • May 24, 2024: Hosted a conversation with fishermen and marine trade representatives at the Gear Shed. • September 14 and 21, 2024: Hosted a booth at the Farmer's Market to engage with residents and visitors.
Interviews	The project team conducted more than two dozen interviews with business owners, community leaders, community organizations, and committees to learn about community challenges, priorities and collect suggestions for the plan.
Surveys	
Community Survey	The community survey was aimed at engaging residents and gathering feedback. The survey was open April 22, 2024, through July 1, 2024 and received 556 responses. The survey was distributed online, announced via project e-newsletters and website, announced via social media, in public meetings, and through outreach by Steering Committee members. The survey was also available in hard copy at the Homer Public Library and City Hall. 
Business Survey	The business survey was aimed at engaging business owners. It was open from July 12, 2024, through August 25, 2024 and received 66 responses. The survey was designed and promoted with assistance from the City's Economic Development Commission and the Homer Chamber of Commerce and Visitor Center.
Visitor Survey	The Visitor's Survey received five responses. The Project Team decided to not analyze these results due to the low response rate.
Interactive Map	The Interactive Comment Map was aimed at soliciting location-based input on community priorities. It was open in conjunction with the community survey, for the same time period and distributed through the same methods and received 224 responses. 
Outreach and Media	
Project Website	The project website provided a place for residents to easily find background information about the project, downloads of past presentations and draft files, announcements of upcoming meetings, links to project surveys, and a form to sign up for project e-newsletters. https://homercompplanupdate.com/
Email Distribution	Throughout the project, the project team developed and sent multiple email project updates to nearly 250 interested community and partner subscribers.

Social Media	The project team announced project updates on social media, through the City of Homer's Facebook page that has 814 followers. The Homer Chamber of Commerce & Visitor Center also shared some announcements, reaching its 5,600 followers.
Newspaper and Radio	Ads announcing public events were published throughout the project in the Homer News and newspaper staff covered some community events and conversations. Public Service Announcements announcing events aired on radio stations KBBI, K-Wave FM 105, KPEN FM 102, K-BAY 93.3, and KGTL AM 620/FM 100.
Research Tasks	
Mapping	The project team developed land use, transportation, and other relevant maps to use as decision-making tools and guide future development.
Secondary Research	The project team collected information from local, state and federal sources to tell the story of Homer: how it is changing and how the population, housing, economy and land use characteristics compare to other Kenai Peninsula communities.
Plan Review	The project team reviewed past and existing community, regional and other relevant plans and reports, including the 2018 Comprehensive Plan.

Appendix D: Plan Review

City of Homer 2045 Comprehensive Plan: Plan Review

Updated May 2025

Purpose

This plan review was conducted as part of the Background Research and Analysis Task for the City of Homer Comprehensive Plan Update. Documents reviewed were developed by local, borough, and state entities and will serve to inform the Comprehensive Plan Update alongside public outreach, mapping, and other data collection efforts.

In addition to summaries for each plan, this review identifies themes, strengths and challenges, and other commonalities amongst the plans and highlights key documents and plan excerpts organized by focus area.

Documents Reviewed

This review focuses on plans published after the 2018 Comprehensive Plan as well as key external components of the 2018 plan.

Name	Author/Source	Publication Date
State Transportation Improvement Plan Volume 1: Project Details	DOT&PF	2024
Transportation Plan	City of Homer	2024
Landslide Hazard Susceptibility Mapping in Homer, Alaska	Alaska DNR DGGS	2024
Community Health Needs Assessment Implementation Strategy	South Peninsula Hospital	2024
2023 Community Health Needs Assessment	MAPP of the Southern Kenai Peninsula	2023
Alaska 2022-2023 Visitor Profile Report	Alaska Travel Industry Association	2023
Homer City Code	City of Homer	2023
2024-2029 Capital Improvement Plan	City of Homer	2023
Adopted Biennial Operating Budget FY23-FY25	City of Homer	2023
Land Allocation Plan	City of Homer	2023
City of Homer ADA Transition Plan for Parks, Play Areas & Campgrounds (Draft)	City of Homer	2023
City of Homer ADA Transition Plan for City Facilities (draft update)	City of Homer	2023
Community Conversation: Housing Solutions in the Greater Homer Area	City of Homer	2023

Statewide Comprehensive Outdoor Recreation Plan 2023-2027	State of Alaska	2023
Homer Quality of Life	City of Homer	2022
2022 Annual Traffic Volume Report	AMHS	2022
Wayfinding and Streetscape Plan	City of Homer	2022
Short Term Rental Basics Memorandum	City of Homer	2022
City of Homer Local Hazard Mitigation Plan	City of Homer	2022
Coastal Bluff Stability Assessment for Homer, Alaska	Alaska DNR DGGS	2022
Homer Public Works Campus Task Force Report	City of Homer	2021
City of Homer Beach Policy & Management Plan	City of Homer	2021
Executive Summary – Final Report and Recommendations on Tsunami Risk to the Public Works Campus	City of Homer	2021
City of Homer Climate Action Plan: Progress Report	City of Homer	2021
City of Homer Community Design Manual	City of Homer	2021
Road Assessment Report	City of Homer	2020
Low-Impact Development Planning for the City of Homer	City of Homer	2020
Homer Accelerated Water and Sewer Program Policy Manual	City of Homer	2020
Kenai Peninsula Borough Comprehensive Economic Development Strategy 2020 Update	KPB	2020
Kenai Peninsula Borough Comprehensive Plan	KPB	2019
Kenai Peninsula Borough Hazard Mitigation Plan	KPB	2019
Draft Kenai Peninsula Coordinated Public Transit-Human Services Transportation Plan	KPB	2019
Updated Tsunami Inundation Maps for Homer and Seldovia, Alaska	Alaska DNR DGGS	2019
Business Retention & Expansion Survey Report	City of Homer	2018
Homer Comprehensive Plan	City of Homer	2018
Growing Local Food: A Survey of Commercial Producers on the Southern Kenai Peninsula	Homer Soil and Water Conservation District	2018
Homer Spit Comprehensive Plan	City of Homer	2011
City of Homer Climate Action Plan	City of Homer	2007
Homer Water and Sewer Master Plan	City of Homer	2006
Homer Town Center Development Plan	City of Homer	2006
Homer Area Transportation Plan	City of Homer	2005
Homer Non-Motorized Transportation and Trail Plan	City of Homer	2004

Emerging Themes

The following information was either found explicitly in multiple plans or was supported by content in multiple plans.

Mission and Vision

“Keep Homer a lively, vital community that effectively responds to change and growth while retaining what is best about Homer’s character.” (Homer Comprehensive Plan, 2018, p. 3-1)

Opportunities (copied from *2022 Homer Quality of Life,* SWOT analysis):

- Encourage multi-family housing.
- Increase ease of walking and biking.
- Collaborate with community partners on habitat, climate, erosion and other natural environment issues that impact quality of life.
- Find ways to keep young or returning residents in the community.

Values and Strengths

Residents enjoy the small town character and natural environment of Homer. These characteristics also appeal to visitors.

Strengths (copied from *2022 Homer Quality of Life* SWOT analysis):

- Small town feel and scale.
- Eclectic businesses, buildings and people.
- Wide variety of locally owned small businesses.
- Integrated town with outdoor environment.
- Connected community with vibrant cultural and business groups.

Challenges and Barriers

Homer is fairly remote, vulnerable to numerous natural disasters and climate-related threats and lacks some social support for the working population (e.g., transportation, childcare, affordable housing).

Weaknesses (copied from *2022 Homer Quality of Life* SWOT analysis):

- Lack of worker support: Housing, Childcare, Training.
- Difficulty for early to mid-career residents to thrive.
- Some infrastructure is in need of repair (roads) or expansion – storm water + green infrastructure.
- Local regulation does not result in the patterns and development the community would like to see.

Threats (copied from *2022 Homer Quality of Life* SWOT analysis):

- Difficult to recruit new talent.
- Poor retention of workers.
- Loss of town/wildlife interface.
- New residents may not become involved in the community; slow loss of volunteer run organizations, events and services; risk of gentrification; becoming a community of empty households.
- Costs of living and doing business.

Goals, Objectives, Strategies

Land Use & Environment

- Maintaining and improving environmental quality is a key theme in most plans.
- There are numerous threats from natural disasters that should be considered in land use planning.

Housing

- Affordability and availability are key barriers to housing.
- There is concern that tourism (short-term rentals) will make housing challenges worse.

Public Services & Infrastructure

- The City of Homer wants to provide reliable utilities without overburdening residents with costs.

Transportation

- Improving infrastructure for/access to transportation alternatives (transit, non-motorized transportation) is a goal for the City of Homer.

Economic Development

- Desire for sensible economic development/growth that supports the community without changing its character/charm.
- Tourism and fishing are important components of Homer's economy.
- The cost of doing business and employee recruitment/retention are key challenges.
- Aesthetic appeal/consistency is important to maintain appeal for tourism.

Health & Wellness

- Accessibility, walkability, and well-maintained public parks are priorities.

Sustainability, Resilience, & Climate Change

- More severe tsunamis are a concern.
- Climate change mitigation and adaptation strategies are important to the City of Homer.
- Maintaining and improving environmental quality is a key theme in most plans.

Quality of Life

- Residents enjoy the small town feel but struggle with the costs of living/doing business.
- Walkability, accessibility, affordability are all priorities.
- Infrastructure should support an aging population.

Individual Plan Summaries and Key Takeaways

Statewide Transportation Improvement Plan (2024)

The Statewide Transportation Improvement Plan (STIP) is a funding plan for transportation system preservation and development projects.

Key Takeaways

- Sterling Highway Milepost 157-169 Reconstruction Anchor Point to Baycrest Hill
    - Parent and Final Construction STIP ID: 2670
    - Stage 1 STIP ID: 34434
    - Stage 2 STIP ID: 34435
    - Stage 3 STIP ID: 34436
- Kachemak Bay Drive Milepost 0-3.5 Reconstruction (STIP ID: 34427)
- Homer All-ages and Abilities Pedestrian Pathway (HAPP) (STIP ID: 34426)

Transportation Plan (2024)

This draft plan identifies goals and objectives for the Homer transportation network. It also provides a description of the current state of the transportation system, best practices, and recommendations. It considers non-motorized transportation, land use, hazard mitigation planning, and climate action planning.

Key Takeaways

- Addresses motorized and non-motorized transportation, including transit.
- Safety and accessibility for all ages and abilities is a priority.

Landslide Hazard Susceptibility Mapping in Homer, Alaska (2024)

The Alaska DGGS assessed landslide hazards in Homer and Kachemak, mapping past slope failures, landslide susceptibility, and debris flow runouts. The data highlight areas more prone to landslides to aid planning and risk assessment.

Key Takeaways

- Areas around the Bluff Point landslide headscarp, Thurston Canyon, and near the end of China Poot Street are areas susceptible to deep-seated landslide hazards, which should be considered in planning efforts.

Community Health Needs Assessment (2023) and Community Health Needs Assessment Implementation Strategy (2024)

In 2023, South Peninsula Hospital, in collaboration with the MAPP of SKP Health Coalition, conducted a community health needs assessment for the southern Kenai Peninsula. Upon reviewing the findings, the hospital identified an implementation strategy to address pressing challenges.

Key Takeaways

- The assessment identified needs related to mental health, housing, substance use, childcare, physical health, aging population, barriers to care, social isolation, and staff workforce shortages.
- Priorities included addressing the lack of affordable housing concerns and developing a communications plan to connect people to existing resources.
- Most implementation strategies were related to expanding access to care and support services, community engagement and collaboration, and workforce development and retention.

Alaska 2022-2023 Visitor Profile Report (2023)

This document, created by the Alaska Travel Industry Association, summarizes data regarding tourism in Alaska for the summer 2022 and winter 2022-23 seasons. This includes tourist demographics, trip purpose and details, and tourist satisfaction.

Key Takeaways

- Homer accounted for 9% of destinations identified by the over 4,000 people surveyed.
- Of all visitors to Alaska, 15% were independent travelers who visited Homer, 11% were part of a guided group that included time in Homer, and 2% were on a cruise that stopped in Homer.
- 10% of tourists who visited Homer were from the Eastern US, 8% were from the Western US, and 9% were international travelers.

Homer City Code (2023)

The Homer City Code, also known as the “Code of Ordinances, City of Homer, Alaska,” establishes regulations, limitations, and guidelines for activities within the City of Homer.

Key Takeaways

- Duties and powers of the Planning Commission are established in Section 2.72 with the intent of maximizing local involvement in planning.

- Title 10 establishes general provisions and protections for the port, harbor, and waterways.
- Title 14 establishes the City of Homer public utilities (water and sewer).
- Title 21 (Zoning and Planning) of the Homer City Code is applicable to all areas within the City of Homer and the Bridge Creek Watershed Protection District, which extends beyond the city limits.
- Policies, plans, etc. that promote high density should be avoided (Title 21).

2024-2029 Capital Improvement Plan (2023)

This document identifies and prioritizes capital improvement needs in the City of Homer.

Key Takeaways

- The following legislative requests for FY25 were approved by the city council
    - Homer Harbor Expansion
    - Multi-Use Community Center
    - Slope Stability & Erosion Mitigation Program
    - Homer Harbor Critical Float System Replacement: Float Systems 4 & 1
    - Karen Hornaday Park Public Restroom Facility
    - A-Frame Water Transmission Line Replacement
    - Homer Spit Erosion Mitigation
    - New Public Works Facility

Adopted Biennial Operation Budget (2023)

The FY2023-25 biennial operation budget allocates approximately $26.2 million to the General Fund, Water & Sewer Special Revenue Fund, and Port & Harbor Enterprise Fund.

Key Takeaways

- The General Fund ($16.1 million) covers the departments of Administration, Police, Volunteer Fire, and much of Public Works.
- The Water & Sewer Special Revenue Fund ($4.3 million) is forecasted using a three-year running average and helps fund the Utility CARMA (Capital Asset Repair and Maintenance Allowance).
- The Port & Harbor Enterprise Fund ($5.8 million) covers expenses related to the Port of Homer and Homer Harbor and revenue from moorage, wharfage, parking, boat launching, and camping.

Land Allocation Plan (2023)

This plan identifies lands available for lease, leased lands, port facilities, city facilities and lands, parks, green spaces, cemeteries, bridge creek lands, and conservation easements. This plan is required by Homer City Code and is adopted annually.

City of Homer ADA Transition Plan for Parks, Play Areas & Campgrounds (2023)

This document describes the self-evaluation of ADA compliance issues at the City of Homer's parks, play areas, and campgrounds and includes a transition plan for correcting non-compliance. Accessibility is a priority for Homer to ensure people of all ages and abilities can live, work, and play in the community.

Key Takeaways

- Projects were assigned timelines for in-house completion; projects requiring a contractor are assigned a year in which staff anticipate preparing an Invitation to Bid.
    - Timeline A: can be completed within a year.
    - Timeline B: may be completed within 1-2 years.
    - Timeline C: may be completed within 3-5 years, or possibly sooner if done by a contractor.
- Locations of identified projects include Karen Hornaday Hillside Park, Bayview Park, Bishop's Beach Park & Beluga Slough Trail, Mariner Park and Campground, Fishing Hole Campground, Seafarer's Memorial Park, and Jack Gist Park.

City of Homer ADA Transition Plan for City Facilities (2023 Draft Update)

This document describes the self-evaluation of ADA compliance issues at city-owned facilities in Homer and includes a transition plan for correcting non-compliance. Accessibility is a priority for Homer to ensure people of all ages and abilities can live, work, and play in the community.

Key Takeaways

- Non-compliance issues are prioritized following ADA standards for accessible design:
    - Priority 1: Building accessibility.
    - Priority 2: Equitable access to goods and services.
    - Priority 3: Restrooms.
    - Priority 4: All other measures.

Community Conversation: Housing Solutions in the Greater Homer Area (2023)

This document describes the results of an event at which community members discussed housing challenges in the Greater Homer Area. A survey conducted prior to the event indicated that affordability and availability were key barriers to housing in the area.

Key Takeaways

- The full notes of the workshop are included in this document (**NEW DATA**).

Statewide Comprehensive Outdoor Recreation Plan 2023-2027 (2023)

This plan identifies trends in outdoor recreation in Alaska, summarizes outdoor recreation by region, and provides seven statewide outdoor recreation goals.

Key Takeaways

- The plan notes there are no year-round public restrooms between Soldotna and Homer.
- The description of Southcentral is provided in Section B of Chapter 3 (page 24).

Homer Quality of Life (2022)

This document provides a Strengths, Opportunities, Weaknesses, and Threats (SWOT) analysis for Homer's quality of life to guide positive economic growth. The analysis considered four broad categories: Business Climate, Built Environment, Natural Environment, and Social Climate.

Key Takeaways

- "Local regulation is not resulting in the patterns and development the community would like to see" (page 3).

2022 Annual Traffic Volume Report (2022)

This report provides passenger and vehicle traffic volumes in 2022 and previous years for the Alaska Marine Highway System, which includes Homer.

Key Takeaways

- *MV Tustumena* provides regular service to Homer.
- Includes **NEW DATA** about passenger/vehicle traffic.

Public Works Campus Task Force

The Public Works Campus Task Force was created by City Council via Resolution 20-125 to review findings from a 2019 Tsunami Inundation Report and make recommendations.

Key Takeaways

- The task force released a report summarizing findings and identifying preferred options in March 2021.
- The task force recommended relocating the Public Works Campus and critical equipment housed there to another location.

Short Term Rental Basics Memorandum (2022)

This memorandum describes the challenges, opportunities, and perceptions of short term rentals in the City of Homer. Many communities with similar characteristics to Homer are described as case studies.

Key Takeaways

- Approximately 63% of households in Homer are owner-occupied.
- 49% of parcels in Homer are non-commercial residential (**NEW DATA**).

City of Homer Local Hazard Mitigation Plan (2022)

This plan identifies nine hazards, assesses the risk to the City of Homer from each hazard, and identifies strategies to mitigate risk and vulnerability. Hazards include climate change, earthquakes, erosion, floods, landslides, severe weather, tsunamis, volcanoes, and wildfires. The goals of the plan are to enhance climate protection and adaptation efforts, create a healthy and safe community, and protect critical facilities and infrastructure against hazards.

Coastal Bluff Stability Assessment for Homer, Alaska (2022)

This report provides an analysis of the stability of coastal bluffs in Homer and was intended to inform the Local Hazard Mitigation Plan update. Most of the coastline was determined to have a low to medium bluff instability hazard score.

Key Takeaways

- Results are provided by region.
- Diamond Creek: low to medium instability score.
- Bluff Point Landslide Area: has the fastest erosion rate in Homer and an instability score of medium.
- Downtown: high instability score.
- Munson Point: very low instability score.
- Kachemak Drive: low instability score.
- East End Road: medium instability score.

City of Homer Beach Policy & Management Plan

This plan encompasses the seven areas of beaches within the City of Homer and is intended to support the enforcement of existing regulations and future regulations and necessary actions that keep the beaches safe and enjoyable without causing detriment to the natural environment.

Key Takeaways

- Property lines of seafront properties may extend into the water.
- Maintenance, preservation, and protection of Homer's beaches is a priority.
- Public education through campaigns, signage, and other means is important to preserve beaches, promote safety, and minimize user conflicts.

Executive Summary – Final Report and Recommendations on Tsunami Risk to the Public Works Campus (2021)

This report was prompted by the 2019 Updated Tsunami Inundation Maps, which indicated that the City of Homer Public Works Campus would be inundated in a worst-case scenario tsunami. The report reviewed alternatives to minimize risk to public works equipment and buildings that would be needed to respond to a tsunami.

Key Takeaways

- The report recommends using a Long Term Incremental strategy to move the components of the Campus that can be moved.

City of Homer Climate Action Plan: Progress Report (2021)

This document provides an update on the city's actions in relation to the 2007 Climate Action Plan (CAP). The original CAP defined a strategy for reducing greenhouse gas (GHG) emissions generated through city operations

by 20%. As of 2019, overall GHG emissions decreased by 29.44% from 2006 levels. The analysis notes that changes in building square footage and average winter temperatures impacted stationary emissions.

Key Takeaways

- Report contains **NEW DATA**.
- Recommendations for further reducing GHG emissions include eliminating use of heating oil and improving the city's vehicle fleet.

City of Homer Community Design Manual (2021)

This manual outlines aesthetic considerations for certain applicable sites and structures in the City of Homer. The intention of the design manual is to maintain the appearance of the city's built environment to support the visitor industry; it is referenced in several areas of City Code.

Road Assessment Report (2020)

This document describes the road assessment process that was developed for the City of Homer. The process included collecting road condition data and integrating it into the city's GIS to allow road maintenance crews to update conditions in real time. The condition assessments were based primarily on the Pavement Surface Evaluation and Rating (PASER) model, with some adaptations to account for vegetation concerns. This assessment process is intended to improve efficiency of road maintenance and provide better justification for maintenance costs.

Key Takeaways

- Most gravel roads were rated as "Fair" or "Good"
- Most paved roads were rated as "Good."

Low-Impact Development Planning for the City of Homer (2020)

This plan, also referred to as the Green Infrastructure – Stormwater Master Plan, describes techniques for mimicking natural drainage processes for stormwater management. The plan identifies major watershed drainage basins, estimates future runoff volumes for each basin, and estimates the costs to implement a storm drain system that utilizes Low-Impact Development (LID) practices compared to traditional stormwater management.

Key Takeaways

- Implementation of LID strategies would likely produce a positive economic benefit to City of Homer.
- Implementation of LID strategies would benefit water quality.

Homer Accelerated Water and Sewer Program Policy Manual (2020)

The Homer Accelerated Water and Sewer Program (HAWSP) was established to improve the health and welfare of Homer residents by extending water and sewer mains without increasing cost burdens on individual property owners. This document provides definitions of terms and defines maximum spending limits for the HAWSP.

Key Takeaways

- "The HAWSP is funded by a voter-approved dedicated sales tax, and assessments levied on benefited properties."

- The HAWSP should expand the capacity of water and sewer utilities while maintaining a good state of repair for existing infrastructure.

Kenai Peninsula Borough Comprehensive Economic Development Strategy 2020 Update (2020)

The Kenai Peninsula Borough, including the City of Homer, is part of the Kenai Peninsula Economic Development District (KPEDD). This Comprehensive Economic Development Strategy (CEDS) is the action plan for KPEDD to achieve its goal to enhance vitality and quality of life in Kenai Peninsula communities.

Key Takeaways

- Homer's population was experiencing slow-to-moderate growth at the time of the CEDS update.
- Homer has one of three Alaska Small Business Development Center offices in the KPB.
- Homer has one of two large ice-free ports with a Coast Guard presence in the KPB.
- Homer had the highest housing costs in the KPB at the time of the CEDS update.
- Homer was ranked as the 68th best port in the US by value of seafood landings.

Kenai Peninsula Borough Comprehensive Plan (2019)

This plan documents the visions, goals, and strategies that guide planning, funding, and development in the borough through 2039. Goals include economic diversification, proactive growth management, improved quality of life, access, and connectivity, and increased resident engagement and government efficiency. Homer is one of six incorporated communities within the Kenai Peninsula Borough; the plan focuses primarily on the areas outside these communities.

Key Takeaways

- Plan focuses primarily on land outside the incorporated cities.
- KPB receives a portion of the state's cruise passenger vessel (CPV) excise tax revenue based on dockings in Seward and Homer; this revenue is redistributed to the two cities for port-related capital improvement projects.
- The landings value of Homer's port seems to be decreasing over time (was in the top 50 in 2012 and 2013).
- Objective A. Support a more sustainable and resilient Kenai Peninsula by increasing production and distribution of quality, healthy agricultural products for local, state and export markets.
    - Homer Soil and Water Conservation District is listed as an entity that will be consulted as part of this objective.
    - 64% of residents surveyed in Homer and Anchor Point said agriculture was very important.
- City of Homer and KPB are voluntary participants in the National Flood Insurance Program (NFIP).
- Bradley Lake expansion was expected to increase capacity of the hydroelectric facility by 37,300 megawatt hours (facility owned by Alaska Energy Authority, which contracts with Homer Electric Association to provide electricity to the southern & central portion of the peninsula).
- Homer has high housing costs.
- KPB provides solid waste services throughout the borough. The Homer Transfer Station also collects hazardous waste.
- There are three National Register of Historic Places properties in Homer: Chugachik Island Site, Thorn-Stingley House, and Yukon Island Main Site.

- 44% of Homer and Anchor Point residents surveyed graded public transportation services as a D or F.

Kenai Peninsula Borough Hazard Mitigation Plan (2019)

This plan identifies actions to reduce the impacts of natural disasters, including earthquakes, tsunamis, floods, coastal erosion, wildfires, volcanic activity and ash fallout, avalanches, and severe winter weather. It also identifies actions to mitigate damage from human-caused disasters such as levee failures or accidental chemical releases. Local hazard mitigation plans are included as annexes in this plan.

Key Takeaways

- Bridge Creek Dam is identified as a High Hazard and Beluga Lake Dam is identified as a Significant Hazard by the US Army Corps of Engineers.
- The Bridge Creek Watershed Protection District extends beyond the City of Homer but is subject to City of Homer regulations (KPB Ordinance 99-47).

Draft Kenai Peninsula Coordinated Public Transit-Human Services Transportation Plan (2019)

This plan identifies existing transportation service providers and unmet transportation needs across the borough, including in the City of Homer. It provides goals and strategies to improve the efficiency of transportation services and address unmet needs.

Key Takeaways

- Homer is accessible via the Sterling Highway, Alaska Marine Highway System, and the Homer Airport Terminal & Cargo Facility.
- Transportation service providers serving Homer include: BUMPS (Ninilchik Traditional Council), Independent Living Center, Ryder Transport LLC, Alaska Department of Labor and Workforce Development (Division of Employment and Training Services), Alaska Division of Public Assistance – Work Services, and TNT Transportation.
- Information/communication gaps, coordination between local government and programs/agencies, cost to users and programs/agencies, and insufficient accessible vehicles are identified as key challenges.

Updated Tsunami Inundation Maps for Homer and Seldovia, Alaska (2019)

This document provides maps and worst-case scenarios for inundation from tsunamis generated by earthquakes or submarine landslides. The information is based on numerical modeling of tsunami dynamics and provides analyses for the cities of Homer and Seldovia, as well as Seldovia Village, Jakolof Bay, and Kachemak Selo.

Key Takeaways

- Maximum predicted wave height from a tectonic tsunami is 33-40 feet for Homer.
- Maximum predicted wave height from a landslide-generated tsunami is 13 feet for Homer Spit.
- Based on the modeling, numerous tsunami scenarios pose significant threats to Homer and Homer Spit.

Business Retention & Expansion Survey Report (2018)

This report summarizes the results of the Economic Development Commission's Business Retention & Expansion Survey. The survey was conducted to improve communication with local businesses, gather business owners' ideas, identify needs and concerns, and develop strategies and actions to retain and expand small businesses in the City of Homer.

Key Takeaways

- The survey had a response rate of 7% (112 completed surveys).
- 65% of respondents rated Homer as a good or excellent place to do business.
- 91% of respondents rated Homer as a good or excellent place to live.
- Transportation infrastructure, especially an affordable harbor with expanded infrastructure, are noted as key needs for businesses.

Homer Comprehensive Plan (2018)

This plan serves as a 10-year revision to the 2008 Comprehensive Plan update. It includes background information about the City of Homer and community values and guidance for land use, transportation, public services and facilities, economic vitality, and energy. The plan's key theme is "Keep Homer a lively, vital community that effectively responds to change and growth while retaining what is best about Homer's character."

Growing Local Food: A Survey of Commercial Producers on the Southern Kenai Peninsula (2018)

This survey aimed to gather insights from farmers, consumers, policymakers, and data to provide a broader understanding of the region's food system.

Key Takeaways

- Farm numbers on the Kenai Peninsula are rising faster than anywhere else in Alaska or the U.S. While farm numbers in the Lower 48 dropped by 3 percent over the past five years, Alaska saw a 30 percent increase, with the Kenai Peninsula leading at 60 percent growth.
- Supporting local agriculture means supporting local producers' needs, such as cold storage, labor, farm loans, agriculture land, and an FSIS-inspected slaughter facility.

Homer Spit Comprehensive Plan (2011)

This plan describes the conditions of the Homer Spit and recommends improvements and future land uses to maintain the unique characteristics of the Spit, which is important to residents and tourists alike.

Key Takeaways

- The Spit was not included in the 2008 Comprehensive Plan (or 2018 update) due to its unique characteristics and importance to the community.
- Transportation (traffic, parking, non-motorized transportation, transit), conservation, and economic development were key topics.
- "[Land] Uses include marine-related industrial and commercial, including fishing and fish processing, the harbor and harbor related business, the marine highway terminal, port facilities, fuel storage, retail, lodging, camping, parking, and recreational, conservation, and public land uses" (p. 6).

City of Homer Climate Action Plan (2007)

This plan was developed in recognition of the severe consequences of human-caused climate change. In the interest of reducing greenhouse gas emissions, the plan identifies mitigation recommendations in the categories of Energy Management, Transportation, Purchasing & Waste Reduction, Land Use, and Outreach & Advocacy. The plan also includes adaptation strategies to develop a more resilient community.

Key Takeaways

- The mitigation recommendations focus on interventions within the purview of the City of Homer. The Outreach & Advocacy category includes public education and encouraging change at various levels of government.
- Adaptation measures are focused on building a resilient local economy, protecting infrastructure, increasing emergency preparedness, and ensuring future development policies consider the impacts of climate change.

Homer Water and Sewer Master Plan (2006)

This plan was developed to guide improvements and expansions of the City of Homer's water and sewer utilities for a period covering 2006-2025.

Homer Town Center Development Plan (2006)

This plan provides a guide for development policy and public infrastructure improvements for the heart of the Central Business District, which was largely undeveloped at the time the plan was written.

Key Takeaways

- Green space, walkability, and curbing urban sprawl were identified as priorities.
- The plan emphasizes the need for sustainable, human scale development.

Homer Area Transportation Plan (2005)

The Homer Area Transportation Plan and the Homer Non-Motorized Transportation and Trail Plan together encompass the long-term planning for Homer's transportation infrastructure. Both plans will be replaced by the 2024 Transportation Plan once it is adopted.

Key Takeaways

- Traffic, connectivity, walkability, accessibility, and user conflicts (e.g., industrial/commercial and recreational traffic) were key issues with the system at the time.

Homer Non-Motorized Transportation and Trail Plan (2004)

The Homer Non-Motorized Transportation and Trail Plan and the Homer Area Transportation Plan together encompass the long-term planning for Homer's transportation infrastructure. Both plans will be replaced by the 2024 Transportation Plan once it is adopted.

Key Takeaways

- Infrastructure for non-motorized transportation should allow residents and visitors to travel throughout the City of Homer without needing a personal vehicle.

Plans and Plan Excerpts by Focus Area

The content below, which is organized by focus area, is copied from the respective plans and is intended to be used as a quick reference to locate information in each plan. Some plans are relevant in their entirety and therefore specific excerpts are not included. The following plans are relevant in their entirety to the entire Comprehensive Plan Update:

Homer City Code (2023) *– priority plan; use the entire plan to inform the update*

Adopted Biennial Operating Budget (2023) *– priority plan; use the entire plan to inform the update*

Kenai Peninsula Borough Comprehensive Plan (2019) *– priority plan; use the entire plan to inform the update*

Homer Comprehensive Plan (2018) *– priority plan; use the entire plan to inform the update*

Homer Spit Comprehensive Plan (2011) *– priority plan; use the entire plan to inform the update*

City of Homer Climate Action Plan (2007) *– priority plan; use the entire plan to inform the update*

Land Use & Environment

Transportation Plan (2024)

Goal 1: Increase safety of interactions between modes of travel

> Objective 1B: Provide for safe use of the right-of-way by all transportation modes, considering the land use context and type of vehicle

Goal 2: Provide a connected network of local and collector roads and trails that balances modes based on land use contexts

Goal 3: Maintain transportation network to be viable year-round

> Objective 3G: Include appropriate improvements for each travel mode as part of reconstruction or new construction projects within the public right-of-way
>
> > As roads are constructed or reconstructed, infrastructure should be considered for each mode. New or improved infrastructure should be consistent with the land use context (such as providing sidewalks in urban areas and wide shoulders or separated paths in rural areas), meet design standards, and help to complete the priority network for that mode.

Policies:

- Truck Network
- E-Bike Legislation
- Bicycle Parking
- Traffic Calming
- Update Non-Motorized Facility Design Standards
- Complete Streets/All Ages and Abilities Policy

Projects:

- Parking Study
- Improve Drop-Off and Pick-Up Locations at Schools
- Neighborhood Connectivity to Schools

- Kachemak Drive Reconnaissance Engineering Study
- Pioneer Ave as an Extension of the HAP Loop
- Old Town Connections as an Extension of HAP Loop
- Regularly Update Existing Trails Maps
- Complete East-West Connections

Definition of Terms includes “Land Use Context” and “Traffic Calming”

2024-2029 Capital Improvement Plan (2023)

“Each project listed in the CIP document has been evaluated for consistency with the City’s goals as outlined in the Comprehensive Plan. The following goals were considered in project evaluation:

> Land Use: Guide the amount and location of Homer’s growth to increase the supply and diversity of housing, protect important environmental resources and community character, reduce sprawl by encouraging infill, make efficient use of infrastructure, support a healthy local economy, and help reduce global impacts including limiting greenhouse gas emissions.” (p. vi)

Land Allocation Plan (2023) *– priority plan; use the entire plan to inform this section*

City of Homer Local Hazard Mitigation Plan (2022)

Ability to expand resources: “Integrate climate sustainability plans into Homer’s Comprehensive Plan (including measures to reduce greenhouse emissions) through a series of local transportation, land use, building energy, water, waste, and green infrastructure programs and policies.” (p. 5-7)

Recommended mitigation actions: “Adopt a comprehensive flood protection ordinance/overlay zone for areas that are in the SFHA or subject to flooding. Properties in this overlay are often subject to additional standards concerning development/land uses, building elevation, stream buffers, outdoor storage, building materials, and permitting procedures.” (p. 5-9)

Integration of the 2022 LHMP: “Update of the Homer Comprehensive Plan to address hazards in the LHMP that are not currently included in it. Consider creating a hazard profiles section in the Comprehensive Plan. The land use planning process can help identify investments in nature-based solutions to natural hazards, including preserving parks and greenways.” (p. 5-15)

Coastal Bluff Stability Assessment for Homer, Alaska (2022) *– priority plan; use the entire plan to inform this section*

City of Homer Beach Policy & Management Plan (2021) *– priority plan; use the entire plan to inform this section*

Low-Impact Development Planning for the City of Homer (2020) *– priority plan; use the entire plan to inform this section*

Kenai Peninsula Borough Hazard Mitigation Plan (2019) *– priority plan; use the entire plan to inform this section*

Updated Tsunami Inundation Maps for Homer and Seldovia, Alaska (2019) *– priority plan; use the entire plan to inform this section*

Homer Spit Comprehensive Plan (2011) *– priority plan; use the entire plan to inform this section*

City of Homer Climate Action Plan (2007)

Land Use/Planning & Zoning Mitigation Measures (p. 33)

Adaptation Measures (p. 37)

Homer Town Center Development Plan (2006) *– priority plan; use the entire plan to inform this section*

Housing

Community Conversation: Housing Solutions in the Greater Homer Area (2023) *– priority plan; use the entire plan to inform this section*

Homer Quality of Life (2022) *– priority plan; use the entire plan to inform this section*

Short Term Rental Basics Memorandum (2022) *- priority plan; use the entire plan to inform this section*

"The popularity of short-term rentals (STRs)1 have exploded in the last decade with the development and proliferation of online and app-based services such as Airbnb and VRBO. STRs are particularly popular in Homer with an estimated 326 units available, a significant portion of the local housing stock. This memo presents the positive and negative impacts of STRs, local context for STRs, and provides case study information regarding STR regulations methods found in other communities." (p. 1)

Kenai Peninsula Borough Economic Development Strategy 2020 Update (2020)

Housing Market: "Within the Kenai Peninsula Borough, homes are most expensive in Homer, averaging $298,209, and the Greater Kenai area homes are the least expensive, averaging $239,771. Home prices have decreased slightly with the statewide average between 2018 and 2019." (p. 12)

Updated Tsunami Inundation Maps for Homer and Seldovia, Alaska (2019) *– priority plan; use the entire plan to inform this section*

Homer Spit Comprehensive Plan (2011) *– priority* ***health*** *plan; use the entire plan to inform this section*

Public Services and Infrastructure

2024-2029 Capital Improvement Plan (2023) *– various projects*

"Each project listed in the CIP document has been evaluated for consistency with the City's goals as outlined in the Comprehensive Plan. The following goals were taken into account in project evaluation:

> Energy: Promote energy conservation, wise use of environmental resources, and development of renewable energy through the actions of local government as well as the private sector." (p. vi)

Beluga Sewage Lift Station (p. 34)

Homer's Waste Water Treatment Plant Improvements (p. 43)

Water Storage Distribution Improvements, Phase 3 (p. 46)

Long-range projects on p. 66

City of Homer ADA Transition Plan for Parks, Play Areas & Campgrounds (2023) *– priority plan; use the entire plan to inform this section*

"Homer's mission is to be a dynamic community where all can live, play, work and invest. To make that mission a reality, it needs to be accessible. The City of Homer owns and manages 17 parks, comprised of over 520 acres of land, along with 5.41 miles of maintained trails. These range from small pocket parks and multi-use trails to forested natural areas, larger established parks with play areas, campgrounds, and sports fields. To ensure our parks, play areas and campgrounds are accessible to all, the City commenced the development of an Americans with Disabilities Act (ADA) Parks, Play areas & Campgrounds Transition Plan in 2021. This document will be incorporated with 108 the ADA Facilities Transition Plan adopted by City Council in 2019." (p. 4)

City of Homer Climate Action Plan: Progress Report (2021) *– priority plan; use the entire plan to inform this section*

Category – Water & Wastewater Treatment Facilities: "As with the previous categories, the primary energy sources for Water & Wastewater Treatment Facilities are electricity and heating oil. The wastewater treatment facility also consumed 2,000 gallons of propane. These records were calculated for GHG using the same methods and emission factors as the previous electricity and stationary fuel consuming categories.

In addition to electricity and stationary fuels, N2O emissions from aerobic processing of waste, and N2O from effluent discharge are measured. The calculation for N2O emissions from waste treatment is based on community population for the given year, which in 2010 was 5,049 people. N2O for effluent discharge is based on daily Nitrogen load in kilograms released to the environment. The daily nitrogen load was 14 derived from a ratio of average wastewater treatment plant flows and monthly average NH3 readings for 2010.

All electricity and stationary fuel use for water and wastewater facilities was combined with N2O emissions from waste treatment to produce a GHG emissions grand total for this category." (p. 13)

"CO2e totals for 2019 are 951.22 metric tons less than totals for 2010 – a 21.78% decrease. The most significant decrease belongs to Buildings & Facilities followed by Water and Wastewater." (p. 17)

"A comparison of electricity use reveals a CO2e reduction of 987 CO2e (MT) between years 2010 and 2019. The largest reductions were achieved in the Water and Wastewater Treatment Facilities." (p. 19)

Executive Summary – Final Report and Recommendations on Tsunami Risk to the Public Works Campus (2021) *– priority plan; use the entire plan to inform this section*

Homer Accelerated Water and Sewer Program Policy Manual (2020) *– priority plan; use the entire plan to inform this section*

City of Homer Climate Action Plan (2009)

Energy Management Mitigation Measures (p. 28)

Purchasing & Waste Reduction Mitigation Measures (p. 31)

Homer Water and Sewer Master Plan (2006) *– priority plan; use the entire plan to inform this section*

Transportation

Transportation Plan (2024) *– priority plan; use the entire plan to inform this section*

Statewide Transportation Improvement Plan (2024)

- Sterling Highway Milepost 157-169 Reconstruction Anchor Point to Baycrest Hill
    - Parent and Final Construction STIP ID: 2670
    - Stage 1 STIP ID: 34434
    - Stage 2 STIP ID: 34435
    - Stage 3 STIP ID: 34436
- Kachemak Bay Drive Milepost 0-3.5 Reconstruction (STIP ID: 34427)
- Homer All-ages and Abilities Pedestrian Pathway (HAPP) (STIP ID: 34426)

2024-2029 Capital Improvement Plan (2023) *– various projects*

“Each project listed in the CIP document has been evaluated for consistency with the City’s goals as outlined in the Comprehensive Plan. The following goals were taken into account in project evaluation:

> … Transportation: Address future transportation needs while considering land use, economics and aesthetics, and increasing community connectivity for vehicles, pedestrians and cyclists.” (p. vi)

2022 Annual Traffic Volume Report (2022) *– various references to Port of Homer*

Road Assessment Report (2020) *– priority plan; use the entire plan to inform this section*

Draft Kenai Peninsula Coordinated Public Transit-Human Services Transportation Plan (2019) *– priority plan; use the entire plan to inform this section*

City of Homer Climate Action Plan (2009)

Transportation Mitigation Measures (p. 30)

Intersections Planning Study (2005) *– priority plan; use the entire plan to inform this section*

Homer Area Transportation Plan (2005) *– priority plan; use the entire plan to inform this section*

Homer Non-Motorized Transportation and Trail Plan (2004) *– priority plan; use the entire plan to inform this section*

Economic Development

2024-2029 Capital Improvement Plan (2023) *– various projects*

“Each project listed in the CIP document has been evaluated for consistency with the City’s goals as outlined in the Comprehensive Plan. The following goals were taken into account in project evaluation:

> …Economic Vitality: Promote strength and continued growth of Homer’s economic industries including marine trades, commercial fishing, tourism, education, arts, and culture. Support development of a variety of well-defined commercial/business districts for a range of commercial purposes. Preserve quality of life while supporting the creation of more year-round living wage jobs.” (p. vi)

Alaska 2022-2023 Visitor Profile Report (2023)

The executive summary (p. 2) provides an overview of visitation to Alaska.

Data specific to Homer are mentioned on pages 32 and 33.

Statewide Comprehensive Outdoor Recreation Plan (2023)

Chapter 3, Section B, Southcentral Alaska (excerpt from p. 24, information continues through p. 28):

> “This region includes the large majority of Alaska’s population, most visited destinations, and well-developed outdoor recreation infrastructure. Diverse landscapes including long beaches, rivers, lakes, mountains, glaciers, and fjords offer boundless outdoor recreation opportunities for residents and visitors.
>
> Unique resources in the region include:

- This area has the most road-accessible outdoor recreation destinations, developed recreation facilities, and communities that offer visitor services in Alaska. This includes well-developed city parks and greenbelts.
- Southcentral boasts a mix of the most sought-after outdoor recreation experience. This includes accessing the alpine terrain, fishing on the Kenai Peninsula, visiting the marine mecca of Prince William Sound, visiting a growing network of year-round, in- and out-of-town trails, and discovering walkable "destination" communities such as Homer, Seward, Talkeetna, and downtown Anchorage.
- Large state and federally designated public land recreation areas include Chugach State Park, the Chugach National Forest, the southern side of Denali National Park, Denali State Park, Kenai Fjords National Park, portions of Lake Clark and Katmai National Parks, the Kenai National Wildlife Refuge, and more.
- Parks and trails non-profit organizations in this region are active and successful."

Homer Quality of Life (2022) *– priority plan; use the entire plan to inform this section*

Short Term Rental Basics Memorandum (2022) *– priority plan; use the entire plan to inform this section; see above excerpt from Housing section*

2022 Annual Traffic Volume Report (2022) *– various references to Port of Homer*

Kenai Peninsula Borough Economic Development Strategy 2020 Update (2020) *– priority plan; use the entire plan to inform this section*

Human Capital: "Unincorporated communities with highway access, and in close proximity to commercial centers like Soldotna or Kenai show the highest rates of growth. Established cities like Seward, Homer, and Soldotna have grown at a slow-to-moderate pace, and several South Peninsula communities are losing population." (p. 6)

Infrastructure and Transportation: "The only communities currently on the Alaska Marine Highway System are Homer and Seldovia. Ferry service is a critical link for these cities." (p. 7)

Strengths: "Three Alaska Small Business Development Center offices: Seward, Homer and Kenai." (p. 8)

Tourism: "2016 summer visitation from outside Alaska estimates for Seward were 441,000 visitors, more than double Homer, Seldovia, Kenai and Soldotna combined. In Seward, an average of 50% arrive by plane, 45% arrive by cruise ship, and 5% arrive by highway or ferry. In Homer and Seldovia, an average of 77% arrive by plane, 11% by cruise ship, and 12% by highway or ferry. A majority of visitors to Kenai and Soldotna arrive by plane at 87%, 4% by cruise ship and 8% by highway or ferry." (p. 13)

Commercial Fisheries: "Three Kenai Peninsula ports rank among the top ports in the U.S. by value of seafood landings: Seward (15th), Kenai (37th), and Homer (68th). Adjusted for inflation, prices for pinks have declined since the 1980s. In constant dollars, sockeye prices in 2018 were about the same as in 1984. Sockeyes are the predominant commercial species in the upper Cook Inlet (which includes Seward) sees a larger catch of pinks as well as halibut and sablefish. Upper Cook Inlet salmon harvests for 2018 included 1,720,295 Sockeye, 163,859 Coho, 129,176 Chum, 70,741 Pinks, and 3,148 Chinook salmon." (p. 13)

Business Retention & Expansion Survey Report (2018) *– priority plan; use the entire plan to inform this section*

Homer Spit Comprehensive Plan (2011) *– priority plan; use the entire plan to inform this section*

City of Homer Climate Action Plan (2009)

Adaptation Measures (p. 37)

Homer Town Center Development Plan (2006) *– priority plan; use the entire plan to inform this section*

Health & Wellness

City of Homer ADA Transition Plan for City Facilities (2023)

"In accordance with the Americans with Disabilities Act (ADA, this document shall serve as the City of Homer's Transition Plan.

This is an overview of the plan that includes the self-evaluation that identifies barriers to program accessibility and municipal owned properties throughout the City and includes project checklists to track improvements. The plan consists of an Inventory Assessment, implemented requirements and annual reassessment of goals and improvements.

The City of Homer ADA Coordinator will manage all aspects of ADA Compliance. This plan is available on the City of Homer website for review by the general public. Individuals are encouraged to submit comments or issues on accessibility of City programs and facilities by contacting the City ADA Coordinator." (p. 1)

City of Homer ADA Transition Plan for Parks, Play Areas & Campgrounds (2023) – see above excerpt from *Public Services and Infrastructure* section

Sustainability, Resilience, & Climate Change

Coastal Bluff Stability Assessment for Homer, Alaska (2022) *– priority plan; use the entire plan to inform this section*

City of Homer Climate Action Plan: Progress Report (2021) *– priority plan; use the entire plan to inform this section*

Low-Impact Development Planning for the City of Homer (2020) *– priority plan; use the entire plan to inform this section*

City of Homer Climate Action Plan (2009) *– priority plan; use the entire plan to inform this section*

Quality of Life

City of Homer ADA Transition Plan for City Facilities (2023) – See above excerpt for *Health & Wellness*

City of Homer ADA Transition Plan for Parks, Play Areas & Campgrounds (2023) *– priority plan; use the entire plan to inform this section;* see above excerpt from *Public Services and Infrastructure* section

Quality of Life (2022) *– priority plan; use the entire plan to inform this section*

Appendix E: Public Participation Overview

Links to Public Participation Inputs
Community Survey Comparison Results Summary (October 2024)
Business Survey Homer Comprehensive Plan Business Survey Summary (September 2024).
Homer Comprehensive Plan Community Survey and Interactive Comment Map Results (September 2024)
Homer Comprehensive Plan Community Survey and Interactive Comment Map Results – Executive Summary (September 2024)
Community Visit #2: May 2024 Results
Community Snapshot (May 2024)
Public Participation Plan (April 2024)
Project Overview Flyer (April 2024)
Community Visit #1: March 2024 Results
Additional small group conversations, Homer High School student outreach, and interviews through the process.

See these and other related materials on the project website:

https://homercompplanupdate.com/

Appendix F: About Homer – Community Background

2045 Homer Comprehensive Plan

Background Research and Data Analysis

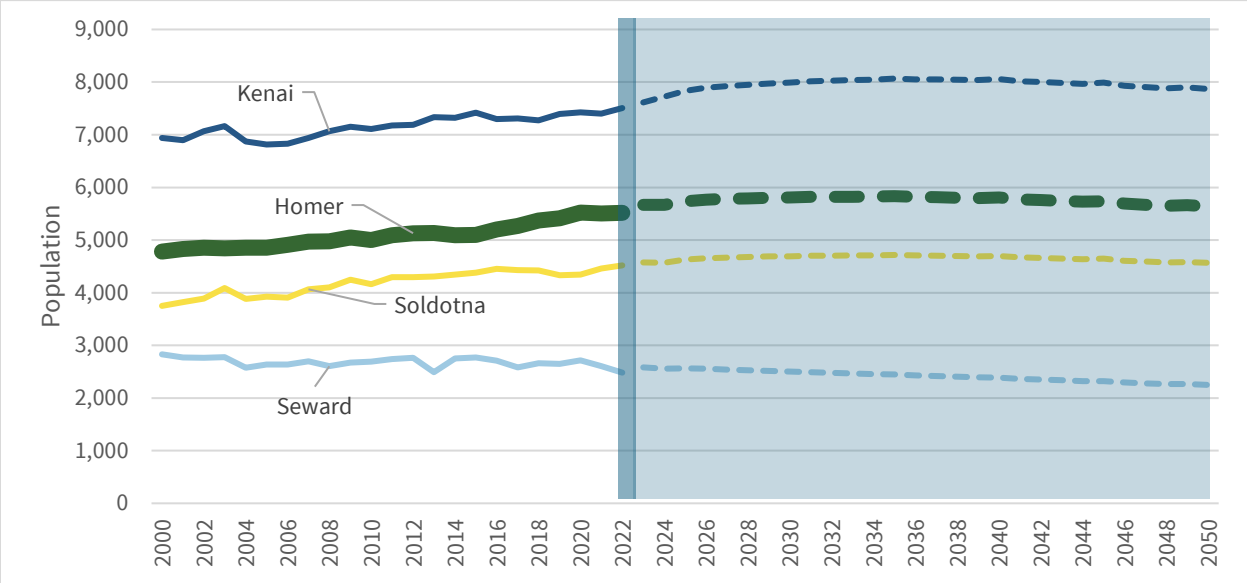
Prepared by Northern Economics, Inc.

Updated July 2025

Our People

Homer's population has been experiencing steady, modest growth over the past 22 years. Homer's population in 2022 was 15.4% larger than it was in 2000 (growing 0.7% year-over-year on average). Using ADOLWD forecasts, Northern Economics predicts a population increase from 2023 to 2050, with the population of Homer forecast to be 2.3% larger in 2050 than it was in 2022.[1,2,3,4] Population increases are also predicted for 2023–2050 in all comparison communities except for Seward, with year-over-year changes averaging 0.0% for Soldotna, and 0.1% for Kenai. The state as a whole is expected to experience 0.1% decline year-over-year on average from 2023–2050.

Figure 1: Historical and Forecasted Populations for Homer and Comparison Cities in the KPB



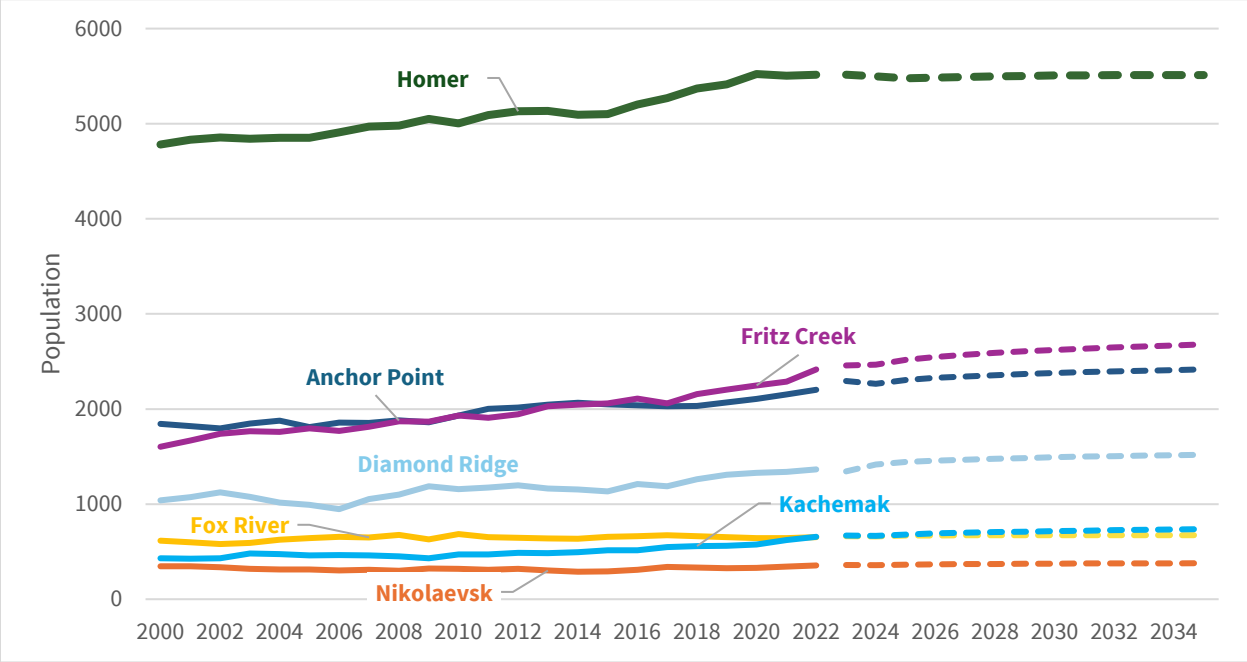
Source: Alaska Department of Labor and Workforce Development[1,2,3,4] and Northern Economics analysis

There are several small communities that surround Homer and treat the City of Homer as their hub. These surrounding communities—Anchor Point, Diamond Ridge, Fox River, Fritz Creek, Kachemak, and Nikolaevsk—provide an important context to growth in Homer proper.

[1]Alaska Department of Labor and Workforce Development, Historical Data: Places, "Population, 2000-2010". https://live.laborstats.alaska.gov/pop/estimates/data/TotalPopulationPlace_2000to2010.xls. Accessed March 18, 2024.
[2] Alaska Department of Labor and Workforce Development, Historical Data: Places, "Population, 2010-2020". https://live.laborstats.alaska.gov/pop/estimates/data/TotalPopulationPlace_2010to2020.xls. Accessed March 18, 2024.
[3] Alaska Department of Labor and Workforce Development, Alaska Population Projections, "Alaska Population Projections 2023 to 2050". https://live.laborstats.alaska.gov/pop/projections/pub/popproj.pdf. Accessed October 9, 2024.
[4] Alaska Department of Labor and Workforce Development, Places and Other Areas, "Cities and Census Designated Places (CDPs), 2020 to 2023". https://live.laborstats.alaska.gov/pop/estimates/data/TotalPopulationPlace.xlsx. Accessed March 18, 2024.

As previously mentioned, Homer's population in 2022 was 15.4% larger than it was in 2000. Considered together, the surrounding communities were 30.0% larger in 2022 than in 2000. Additionally, since 1994 the total population of the surrounding communities has exceeded the population in the City of Homer. When taken together, the population in Homer and its surrounding communities was 23.4% larger in 2022 than in 2000.

Figure 2. Historical and Forecasted Population in Homer and Surrounding Community Populations, 2000–2035



Source: Alaska Department of Labor and Workforce Development[1,2,3,4] and Northern Economics analysis

Table 1. Kenai Peninsula Borough Components of Population Change, 2013–2023

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Population	56,852	57,366	57,631	57,995	58,058	58,232	58,328	58,849	59,049	60,000	60,898
% Growth	0.47%	0.90%	0.46%	0.63%	0.11%	0.30%	0.16%	0.89%	0.34%	1.61%	1.50%
Natural Increase	327	325	267	272	261	227	174	188	197	-2	80
Net Migration	-61	189	-2	92	-198	-53	-78	333	3	953	818

Source: Alaska Department of Labor and Workforce Development[1,5]

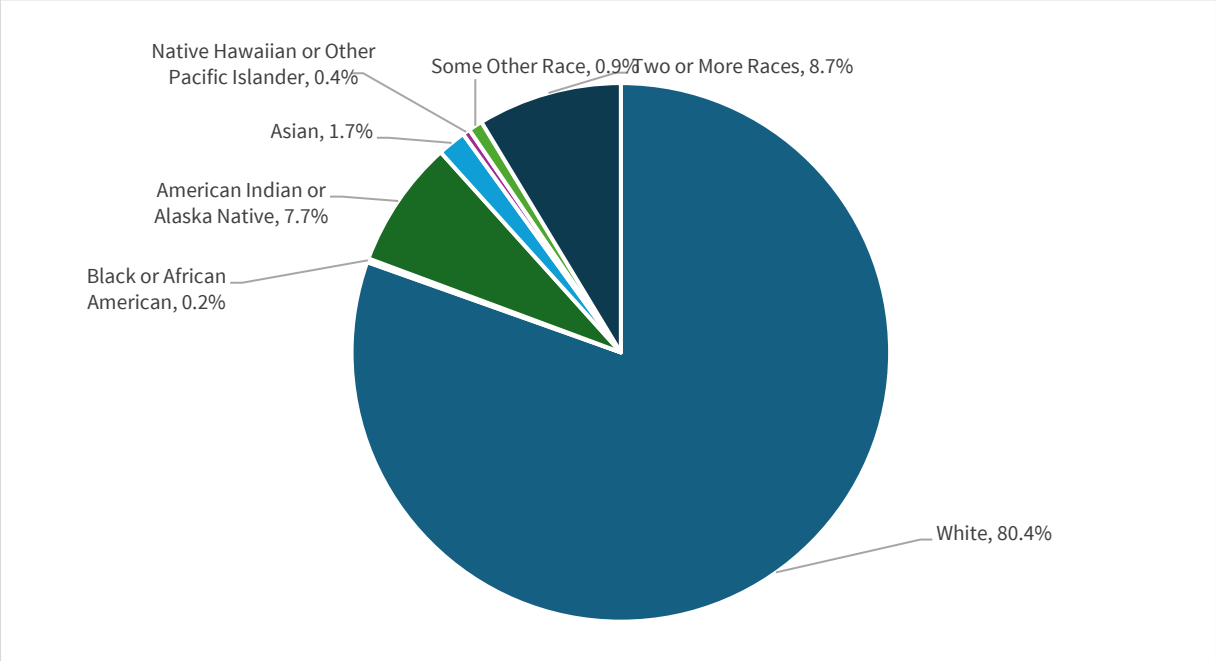
Table 1 summarizes the components of population change for 2013–2023 in the Kenai Peninsula Borough (KPB)—the lowest level of detail at which this information is available.[2,3]

[5] Alaska Department of Labor and Workforce Development, Population Estimates, Economic Regions and Boroughs/Census Areas, Components of Change, 2020-2023. https://live.laborstats.alaska.gov/data-pages/alaska-population-estimates. Accessed April 8, 2024.

Over the period, migration into and out of the region fluctuated. For example, 2017 was a year with high out-migration, with a net migration of -198. On the other hand, recent years have had high rates of in-migration compared with the other years in the period, with 953 net migration from 2021 to 2022, and 818 net migration from 2022 to 2023.

The predominant racial group in Homer is white, and 80.4% of the population is white alone. The American Community Survey offers insights into race in Homer and other communities.[6] In Homer, 91.3% of the population is one race, while 8.7% is two or more races. As shown in **Figure *3***, 80.4% of the population is white alone and 7.7% is American Indian and Alaska Native alone. In Homer and the comparison communities, the predominant racial group is white, accounting for 70% or more of the population in each community, followed by American Indian and Alaska Native. This holds true for the state of Alaska as well, but white alone accounts for a slightly lower overall percentage at 64.1% of the state's population.

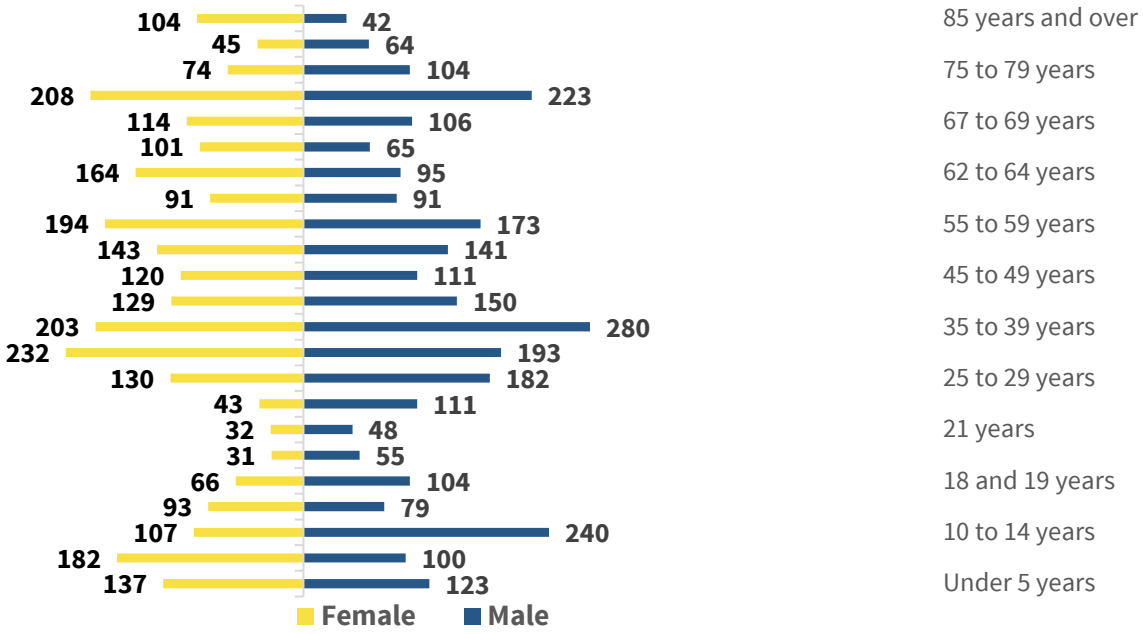
Figure 3. Race of Homer Population, 2022 (5-Year Average)



Source: U.S. Census Bureau American Community Survey 2022 data[4]

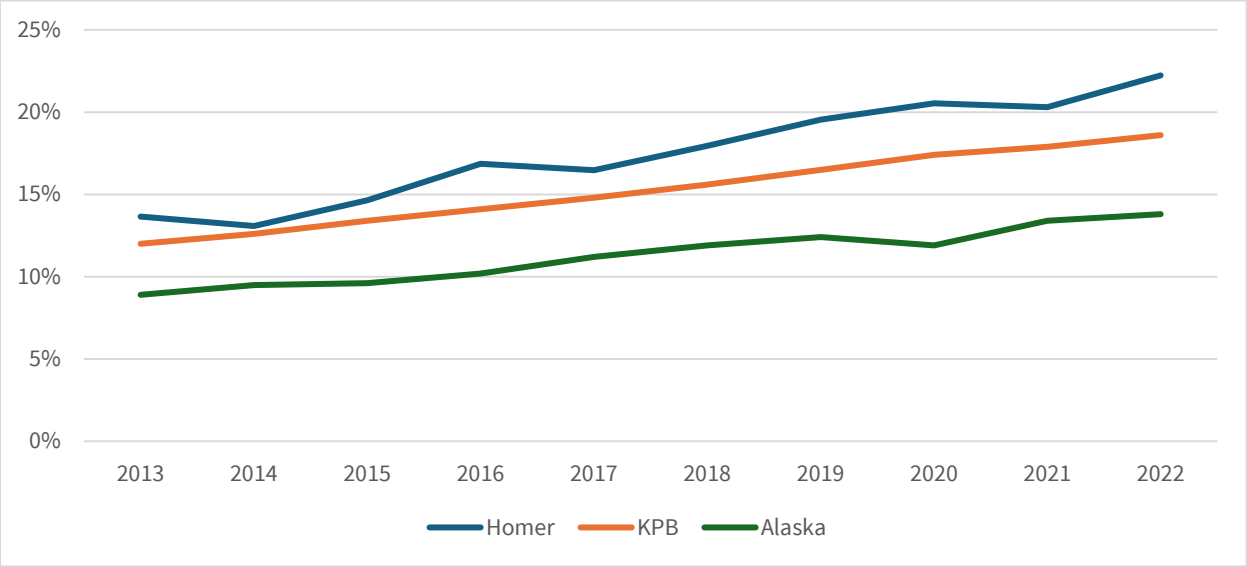
[6] U.S. Census Bureau. "ACS Demographic and Housing Estimates." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2022, https://data.census.gov/table/ACSDP5Y2022.DP05?g=160XX00US0233140. Accessed on March 18, 2024.

Figure 4. Age of Homer Population, 2022 (5-Year Average)



Source: U.S. Census Bureau American Community Survey 2022 data[7]

Figure 5. Senior Population (65+) Change Over Time in Homer, the Kenai Peninsula Borough, and Alaska



Source: U.S. Census Bureau American Community Survey 2022 data[4]

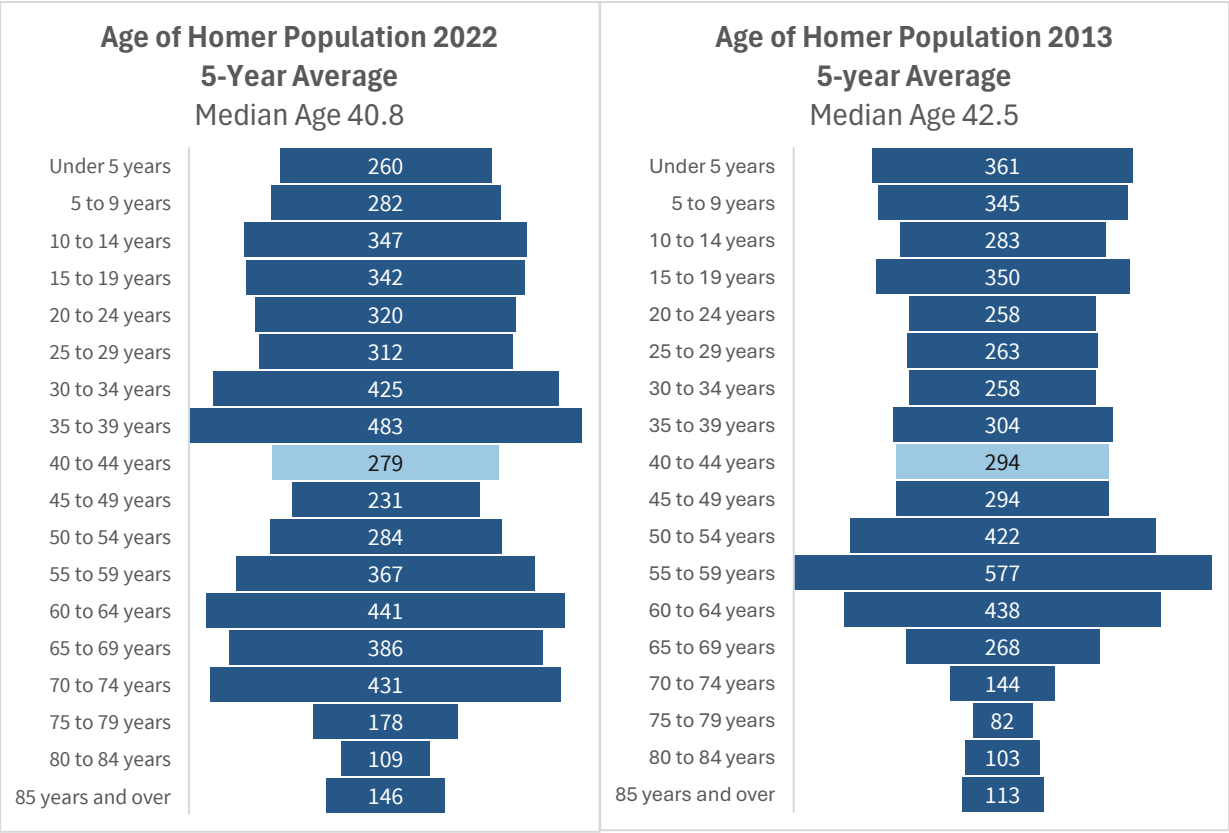
[7] U.S. Census Bureau. "Age and Sex." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S0101, 2022, https://data.census.gov/table/ACSST5Y2022.S0101?g=160XX00US0233140,0238420,0271640&moe=false. Accessed on March 18, 2024.

Similar to the Kenai Peninsula Borough and the state of Alaska, Homer has a large and growing senior population. Over the last 10 years, we have seen the population across Alaska aging, with people over 65 representing an increasing proportion of individuals in many communities.[4] ***Figure 5*** shows that the 65 and over population in both Homer and the KPB has made up a larger share of the population compared to Alaska as a whole. Seniors have different needs from other age groups for their housing and medical care. Additionally, seniors may need additional transportation options for those who are no longer able to drive so they can stay connected and engaged in the Homer community.

The median age in Alaska increased from 33.1 in 2013 to 35.9 in 2022. During this time, KPB's median age increased slightly from 40.7 to 41.2. However, Homer experienced an interesting trend: the median age in Homer now was slightly younger in 2022 than it was in 2013, going from 42.5 to 40.8, while at the same time the percentage of the population that is age 65 and over has increased from 14% to 22%.

Figure 6 illustrates how the age distribution of the Homer population has changed from 2013 to 2022.[5] In 2013, the population shares at each age group were fairly uniform, except for a distinct increase in the population in the 50–64 age range. In 2022, that cohort had aged to where they are now contributing to the increase in the older population. It also looks like there has been notable growth in the 30–39 age group from 2013 to 2022, but that growth does not appear to be accounted for with the existing population in 2013 aging. This would suggest that new Homer residents that migrated to the area from 2013 to 2022 were likely in that age range or slightly younger when they moved there.

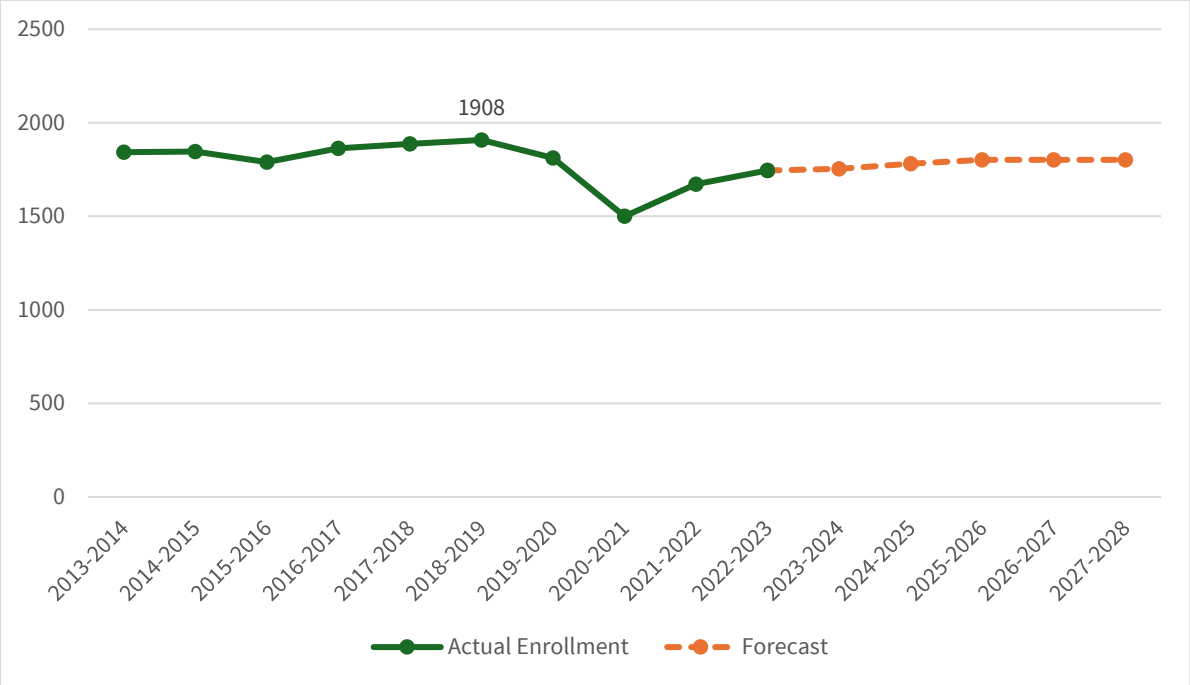
Figure 6. Comparison of Homer Population Age Distributions



Source: U.S. Census Bureau American Community Survey 2022 data[5]

Enrollment in Homer area schools has fluctuated in recent years but has not rebounded fully from the dip during the pandemic. Homer is served by the Kenai Peninsula School District (KPBSD).[6] ***Figure 7*** shows enrollment trends for what the KPBSD considers Homer area schools. Enrollment has fluctuated over the past 10 years, with a notable decline following the start of the COVID-19 pandemic. However, since then enrollment has recovered partially. Enrollment peaked in the 2018–2019 school year, with 1,908 students enrolled across all grades. KPBSD is forecasting increasing enrollment at the Homer area schools, while forecasting decreasing enrollment for the overall district.

Figure 7. Homer School Enrollment, Pre-Kindergarten to 12th Grade



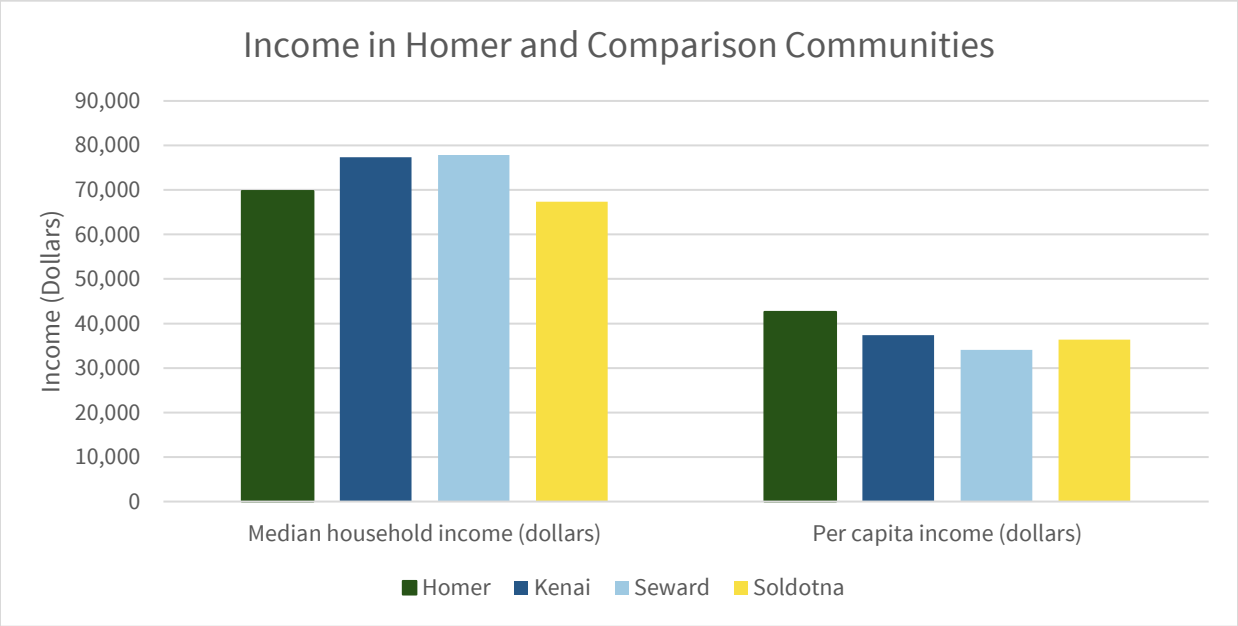
Source: Kenai Peninsula Borough School District[8]

[8] Kenai Peninsula Borough School District. "*Five-Year Enrollment Projection 2023-24 through 2027-28*". November 4, 2022. https://kpbsd.org/wp-content/uploads/departments/finance/budget-development/fy24/FY24-Projected-Enrollment-Document.pdf. Accessed April 26, 2024

Our Economy

Homer residents have a higher per capita income than residents of comparison communities. Figure *8* shows median household income and per capita income in Homer and comparison communities.[9] Homer has the highest per capita income among comparison communities, though Kenai and Seward have higher median household incomes. From 2013 to 2022, Seward had the greatest increase (30%) in median household income, while Homer's increased by about 2% over the same period. Kenai and Soldotna both saw decreases in median household income on an inflation-adjusted basis. Homer has a lower percentage of residents below the poverty level (12.7%) than Kenai and Soldotna, though it is more than twice the level seen in Seward (6.1%).

Figure 8. Income in Homer and Comparison Communities



Source: U.S. Census Bureau American Community Survey 2022 data[7]

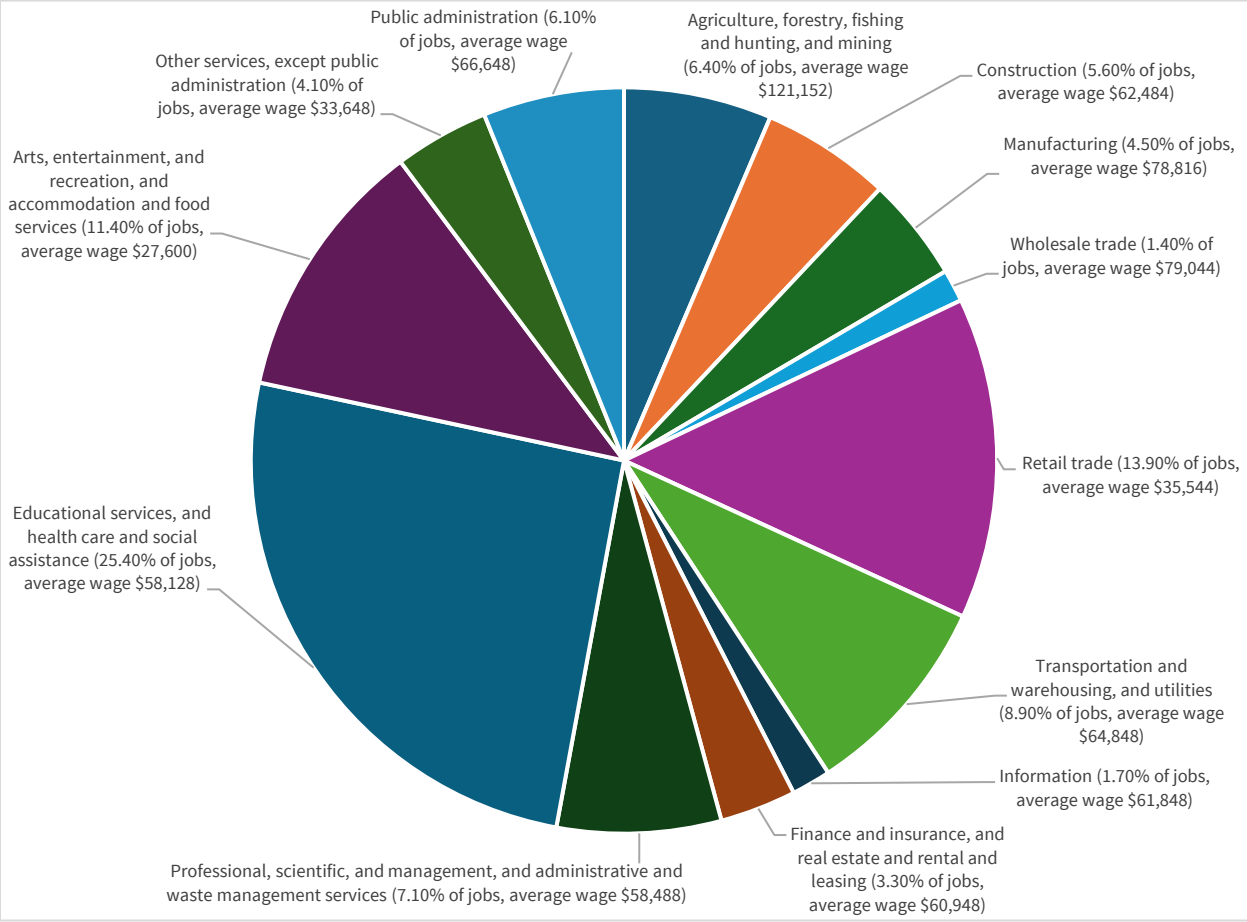
Homer has a diverse mix of industries. The three largest are 1) education, health care, and social assistance; 2) retail trade; and 3) arts, entertainment, recreation, accommodation, and food services.[10] **Figure *9*** provides more detailed information on industries and wages in Homer. Based on monthly wage data for the Kenai Peninsula Borough, the average annual

[9] U.S. Census Bureau. "Selected Economic Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP03, 2022 & 2013, https://data.census.gov/table/ACSDP5Y2022.DP03?q=per capita income&g=160XX00US0233140,0238420,0268560,0271640. Accessed on March 18, 2024.

[10] Alaska Department of Labor and Workforce Development. "*Current Quarterly Census of Employment and Wages (QCEW), Annual January to December 2022*." 2022. https://live.laborstats.alaska.gov/article/current-quarterly-census-employment-and-wages-qcew. Accessed April 26, 2024

wage for educational services, health care, and social assistance is $58,128, assuming year-round work at a typical wage. Although there is not one specific NAICS industry that is designated as "tourism", the industries that would be the most affected by tourism are 1) transportation and warehousing; 2) administrative and support and waste management and remediation services; 3) arts, entertainment, and recreation; and 4) accommodation and food services[11]. Retail Trade would also likely be impacted as well. The industries in the Kenai Peninsula borough with the highest average monthly wages were mining ($11,331), management of companies and enterprises ($10,569), and utilities ($9,470).

Figure 9. Percentage of Homer Workforce by Industry and Annual Wages by Industry for the KPB



Note: This method of wage calculation may overinflate real annual earnings for the Agriculture, forestry, fishing, and hunting, and mining industry since much of the work is seasonal and not the same monthly earnings year-round.

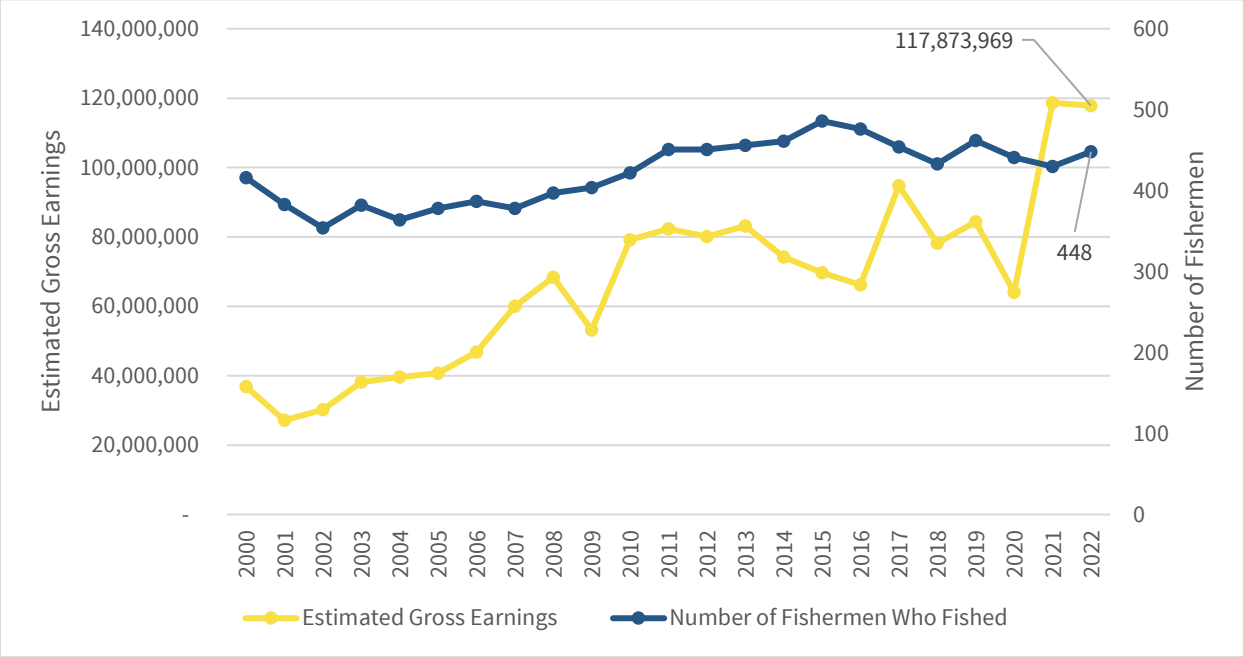
Source: U.S. Census Bureau American Community Survey 2022 data[7]; ADOLWD Current Quarterly Census of Employment and Wages[8], Northern Economics Analysis

[11] The University of Texas at San Antonio. "*Tourism, Travel, and Hospitality*" https://libguides.utsa.edu/c.php?g=485669&p=3731491. Accessed April 29, 2024

Homer is a community with strong ties to the commercial fishing industry. **Figure *10*** shows the estimated gross earnings and the number of Homer residents who were commercial fishermen.[12] The number of commercial fishermen in Homer peaked in 2015 at 486. Estimated gross earnings have been trending upward, peaking in 2021 at just below $120 million. The large spike in 2021 and 2022 was likely the result of higher than usual prices per pound of seafood, combined with a larger than usual catch.[13] The industry saw the largest salmon run in the past 100 years in 2022.

Salmon was the largest fishery, accounting for $79.5 million of the total gross earnings in 2022. However, much of those earnings came from salmon caught in Bristol Bay, not in the waters immediately adjacent to Homer. Kenai, Seward, and Soldotna had much smaller gross earnings in 2022 than Homer. In comparison to other Alaska fishing communities, estimated 2022 gross earnings in Homer were nearly double those of Petersburg, while Kodiak had slightly higher earnings at an estimated $124.2 million.

Figure 10. Estimated Gross Earnings and Number of Fishermen

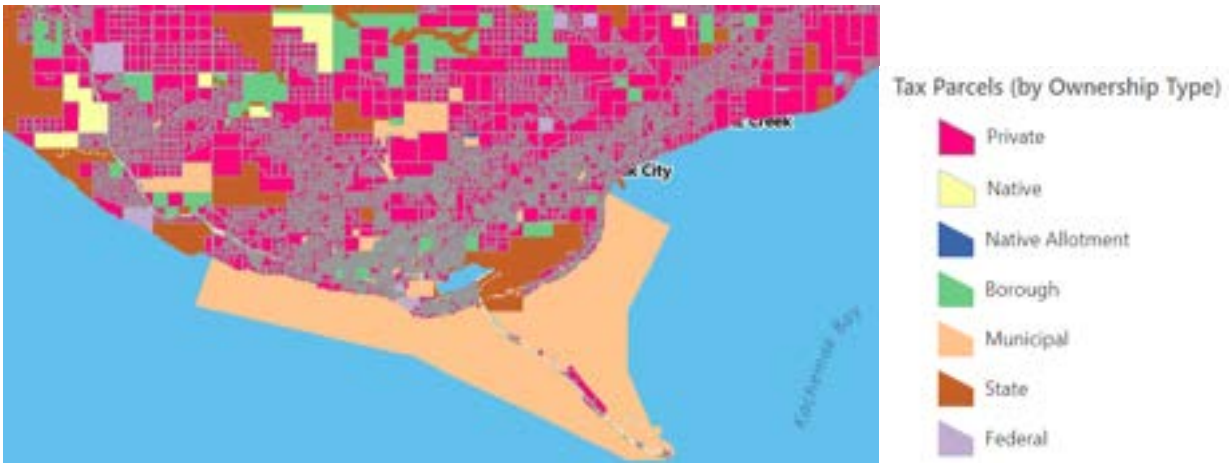


Source: Alaska Department of Fish and Game, Commercial Fisheries Entry Commission[9]

[12] Commercial Fisheries Entry Commission, Fishery Statistics – Participation & Earnings, Permit & Fishing Activity By Year, State, Census Area, or City. 2022. https://www.cfec.state.ak.us/gpbycen/2022/122256.htm Accessed March 18, 2024.
[13] Working, Mark. "Wild Alaskan Salmon- An Industry in a Crunch". *ZacharyScott Insight.* September 2023. https://zacharyscott.com/wild-alaskan-salmon-an-industry-in-a-crunch/. Accessed April 26, 2024.

Land Ownership

Figure 11. Land Ownership in the Homer Area



Source: ViewKPB[14]

Figure *11* shows the land ownership in Homer, which highlights a few key trends. Much of the land in the city of Homer is privately owned. The Homer spit is a mix of municipal and private land. Aside from the spit, the waterfront in Homer is mostly privately owned, with a few areas of state or federal ownership.

The 2019 KPB Comprehensive Plan included additional information about land ownership in the borough.[15] The KPB is largely publicly owned (87%), including federal (65%), state (21%), and local government land (1%). Of the remaining lands in the borough, 9% are owned by Native corporations and 3% are private owners. The Cook Inlet Regional Corporation is the largest private landowner in KPB, with over 330,000 acres of surface lands. However, when looking at established communities in the KPB, they have much higher rates of private ownership and different patterns from the rural land that influences broader KPB patterns.

Other comparison communities appear to follow similar land ownership patterns to Homer, in that they have more private ownership relative to the KPB. However, it appears that Homer has less Alaska Native owned lands immediately adjacent to it compared with other KPB communities. Homer also has less municipal owned land compared to the comparison communities.

[14] ViewKPB, https://geo.kpb.us/vertigisstudio/web/?app=ee8eef8b5c55417a8d2635a13658a76f. Accessed April 26, 2024
[15]Kenai Peninsula Borough. 2019 Kenai Peninsula Borough Comprehensive Plan. https://www.kpb.us/images/KPB/PLN/PlansReports/Comp_Plan/2019_KPB_Comprehensive_Plan.pdf. Accessed April 26, 2024

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Appendix G: City of Homer Fiscal Trends

Fiscal Trends

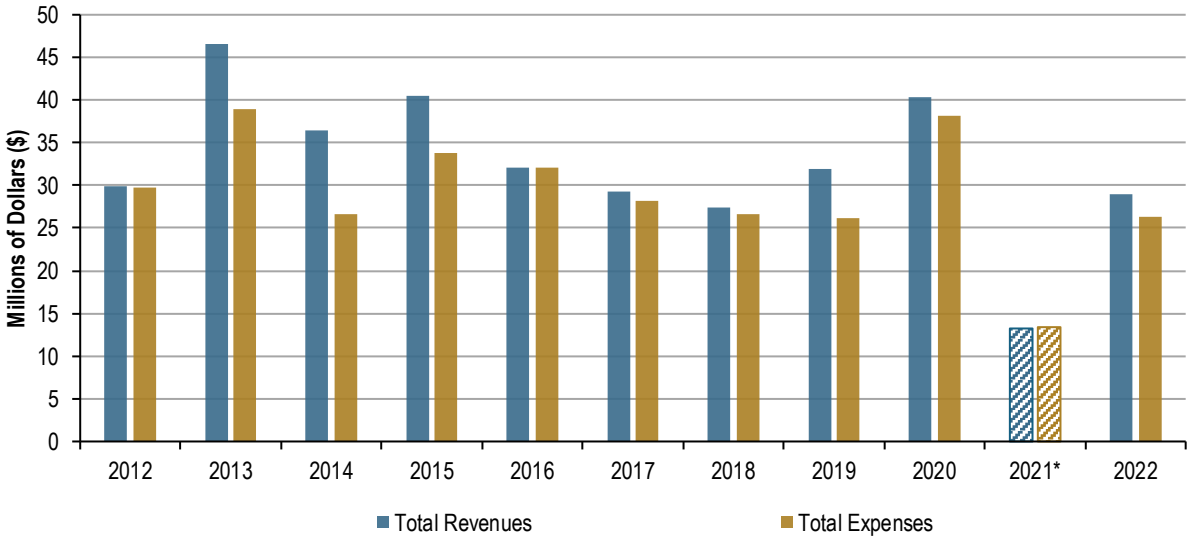
Prepared by Northern Economics, Inc.

Updated November 18, 2025

City Revenues and Cost of Service

Over the years, the City of Homer's annual revenues and expenses have fluctuated. It is important to note that in 2021, the accounting method changed from a calendar year to a fiscal year, so the 2021 data only cover 6 months instead of 12. As seen in Figure 1, total revenues exceeded total expenses in 9 out of 11 years—in 6 of those years, by a considerable margin. The two years in which expenses exceeded revenues were 2016 and 2021, resulting in $57,641 and $169,125 deficits respectively for those years. Compared to the gains made in other years, these were both small deficits.

Figure 1. Revenues and Expenses for the City of Homer, 2012–2022 (Millions of 2022 dollars)



*Note: *The City changed from a calendar year to a fiscal year, resulting in 2021 only covering six months. As a result, the revenues and expenses shown for 2021 reflect six months of activity. A full fiscal year is shown for 2022 (July 1, 2021–June 30, 2022).*

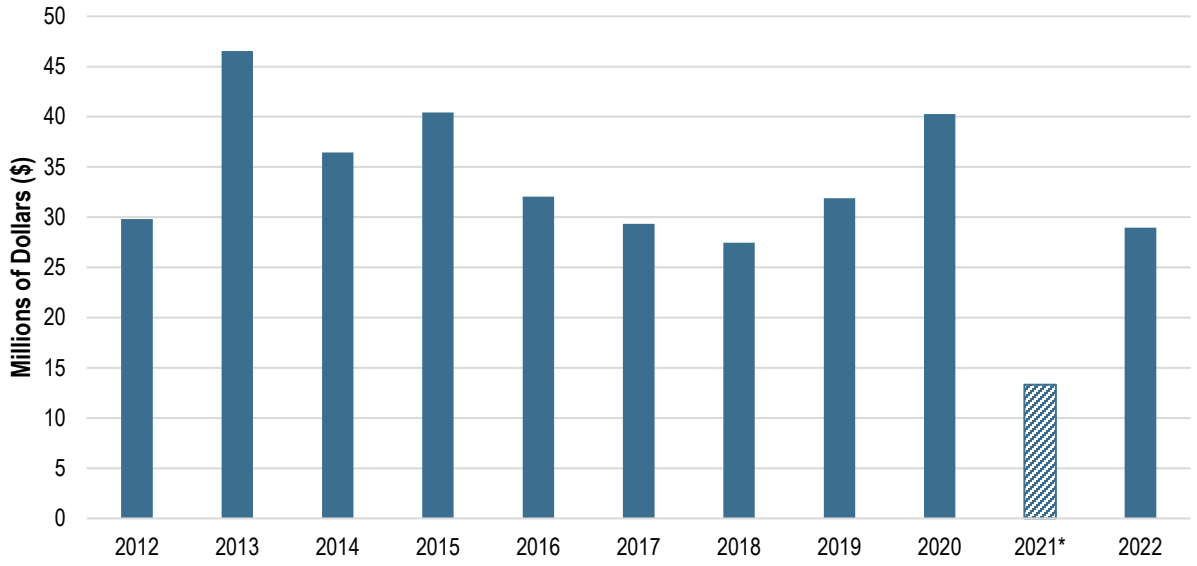
Source: City of Homer (2012–2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

Revenues

Figure 2 shows total revenue by year from 2012 to 2022, in 2022 dollars. City revenue experienced a slightly negative compound annual growth rate of -0.29% after being adjusted for inflation from 2012 to 2022. The total revenue in 2022 was about 3% less than the total revenue in 2012. It is worth noting that this year was still close enough to the pandemic that it might not be truly representative of the overall trend. When only examining pre-pandemic data, the compound annual growth for revenues was 3.82%, and when adjusted for inflation, the revenues in 2020 were 35% greater than they were in 2012. The total revenues have fluctuated between 2012 and 2022, and there have been periods of growth and periods of shrinkage. One driving factor in revenue fluctuations is operating and capital grants, which are received periodically.

The fastest growing revenue observed was sales tax (3.32% annual compound growth). Port and harbor revenue experienced compound annual growth of 1.11% from 2012 to 2022 after being adjusted for inflation. Both charges for services and property taxes also grew slightly (0.4% and 0.3% compound annual growth). Among various charges for services, the fastest growing was public safety (4.96% compound annual growth), and the revenues in 2022 were 62% greater than the revenues in 2012 when adjusted for inflation. The fastest growing services within the general fund were ambulance services (10.99% compound annual growth) and miscellaneous services (5.72% compound annual growth). After being adjusted for inflation, revenues from ambulance services were 2.8 times greater in 2022 than 2012, and revenues from miscellaneous services were 1.74 times greater in 2022 than 2012.

Figure 2. City of Homer Annual Revenue, 2012–2022 (Millions of 2022 dollars)



*Note: *The amount shown for 2021 represents six months, due to the change from a calendar year to a fiscal year.*

Source: City of Homer (2012–2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

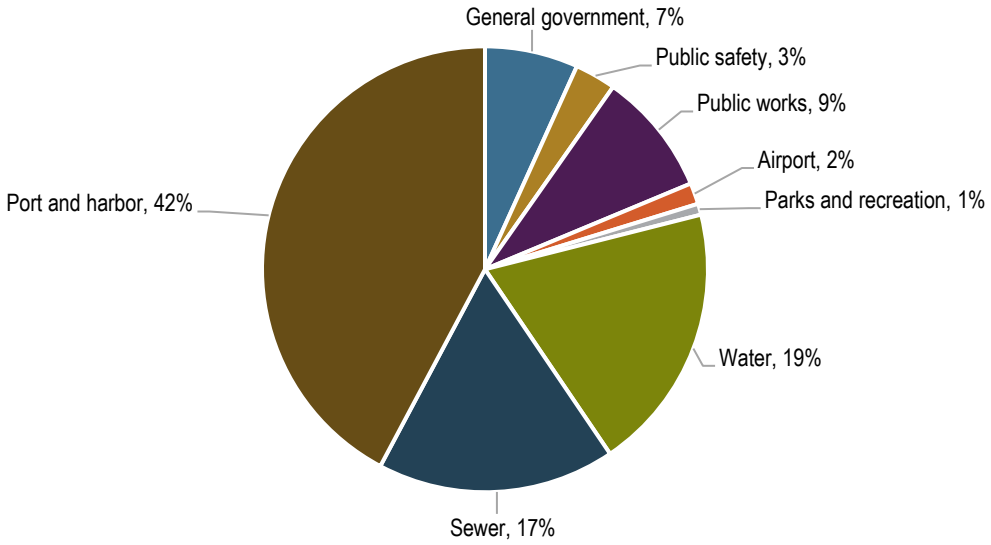
Table 1 shows the breakdown of significant sources of revenue for the City of Homer over time, adjusted for inflation. Typically, the revenue source that contributed the most total dollars was sales taxes (43% of total revenue in 2022). Charges for services was another significant revenue contributor (38% of total revenue in 2022). Figure 3 shows the average share of charges for service revenue by category. Within those categories, the greatest contributors were port and harbor (51%), water (18%), and sewer (17%). Port and harbor revenues were stable throughout the period when adjusted for inflation, with a compound annual growth rate of 1.11%.

Table 1. Inflation-Adjusted City of Homer Revenues, 2012, 2016, 2020, and 2022 (Millions of 2022 dollars)

	2012	2016	2020	2022
Charges for services, Port and harbor	$ 4.96	$ 5.26	$ 5.70	$ 5.19
Charges for services, Water	$ 2.18	$ 2.38	$ 2.39	$ 1.95
Charges for services, Sewer	$ 1.97	$ 2.09	$ 1.87	$ 1.81
Operating grants and contributions	$ 2.06	$ 1.33	$ 12.44	$ 1.35
Capital grants and contributions	$ 3.27	$ 5.06	$ 0.75	$ 1.20
Property tax	$ 3.80	$ 3.89	$ 4.24	$ 3.91
Sales tax	$ 8.90	$ 9.20	$ 10.15	$ 12.34
Other Revenues	$ 2.69	$ 2.85	$ 2.72	$ 1.22

Source: City of Homer (2015, 2016, 2020, 2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

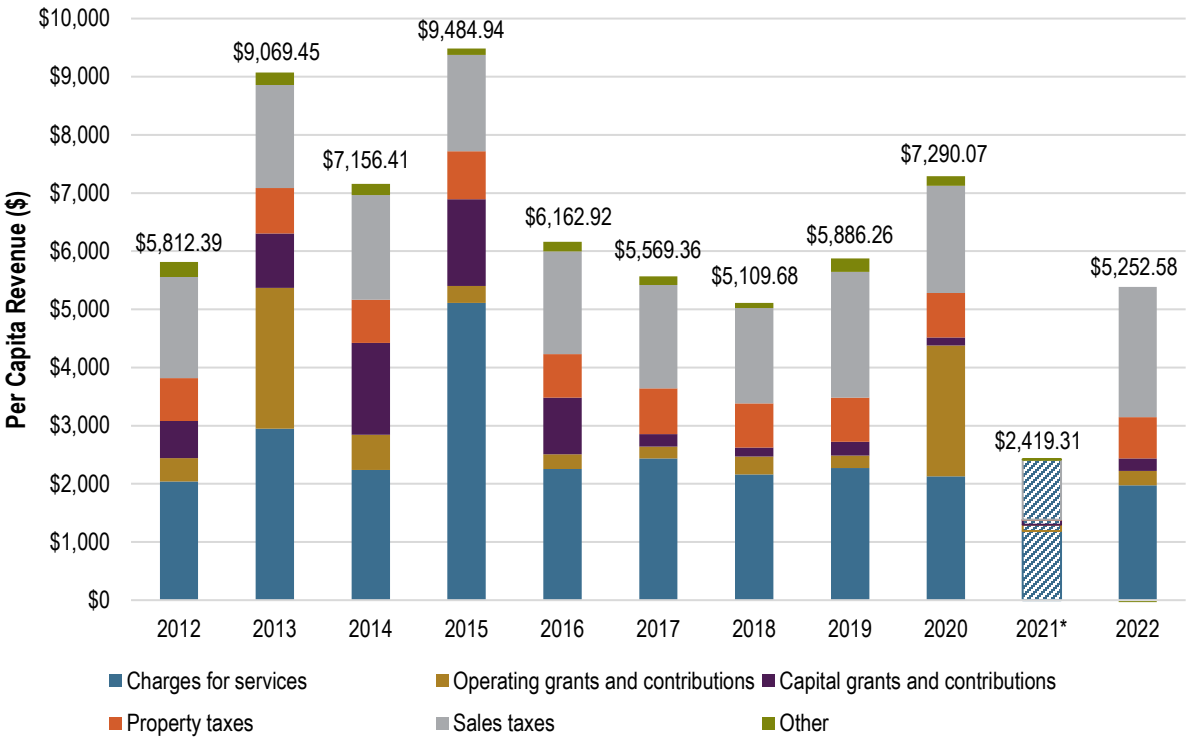
Figure 3. Average Share of Charges for Services by Category, 2012–2022



Source: City of Homer (2012–2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

Homer's population has increased over the past decade, growing 0.73% on average each year from 2012 to 2020 (ADOLWD 2024a, 2024b, 2024c). The population in 2022 was 7.48% greater than in 2012. Figure 4 shows annual revenues for 2012–2022 per capita and demonstrates the fluctuating nature of total revenues. Prior to the pandemic, revenues were on a downward trend, reaching a low in 2018. However, from 2018 to 2020, there was a rapid increase until the pandemic. It is hard to say whether the increasing pattern would have continued if it were not interrupted by the pandemic. The largest sources of revenue per capita were charges for services and sales tax. Infrequently, operating grants and contributions had one of the highest per capita revenues, but this is only when large grants were received.

Figure 4. Per Capita Revenue by Category 2012–2022 (2022 dollars)



*Note: *The amount shown for 2021 represents six months, due to the change from a calendar year to a fiscal year.*

Source: City of Homer (2012–2022), ADOLWD (2024a, 2024b, 2024c), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

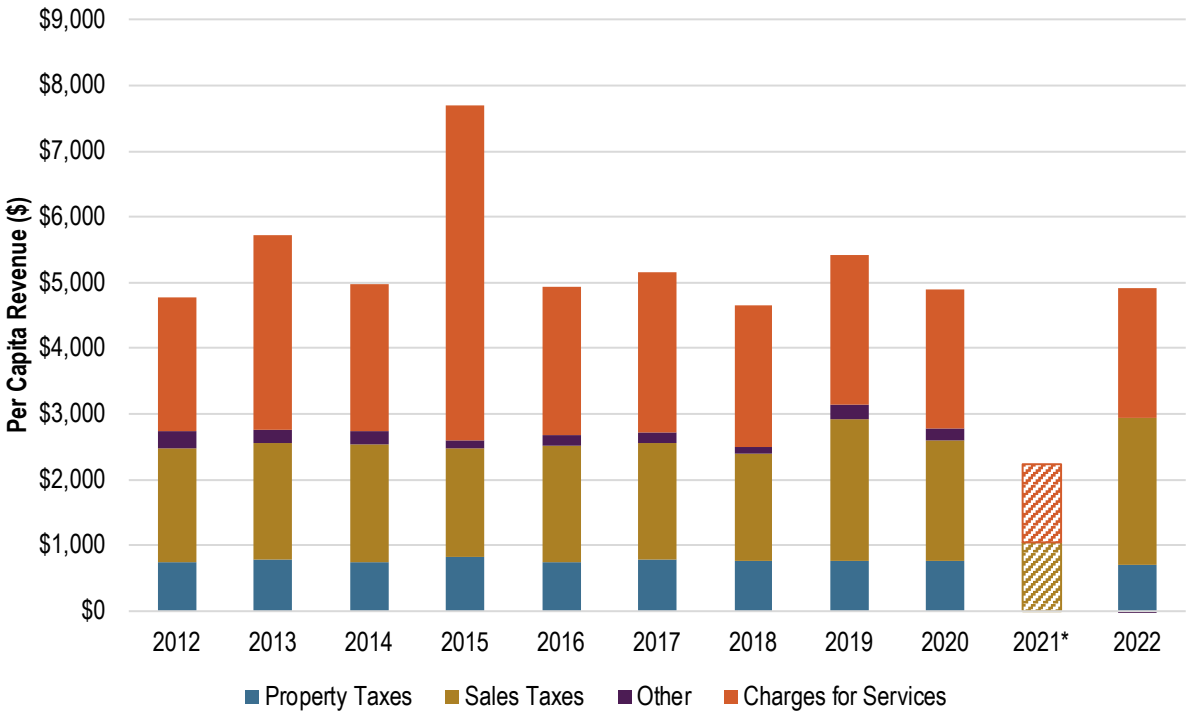
Looking at the broadest level of revenue categories, there were many categories that decreased on a per capita basis when including data for 2012–2022. However, when looking at the 2012–2020 period, most of the revenue categories experienced slight annual growth. This would suggest that 2022 may still be a recovery year from the pandemic, but since there are no data for 2023 yet, it is hard to say if the outlook is positive. However, even in years where revenues are lower, typically expenses have been lower as well, which is discussed in greater depth in the expenses section of this analysis.

When including 2022, total revenues shrank by 1% per year, and most revenue categories shrank or were stable. Sales tax and public safety were the only exceptions, growing 2.6% and 4.2% annually per capita. However, when only including pre-pandemic data from 2012 to 2020, most revenue categories grew slightly on a per capita basis. Total revenue for the period grew at 2.9% annually per capita. The revenue categories that had the greatest annual growth rates per capita were public safety (4.4%), general government (3.6%), and port and harbor (0.8%).

Figure 5 shows revenues without capital or operating grants and contributions to help isolate trends in the other, more consistent, sources of revenue. One notable exception within Figure 5 is 2015, in which there were unusually high revenues in the charges for services category. In 2014 and 2016, charges for services typically brought in between $11 million and $12 million. However, in 2015 there were special

assessments collected related to the natural gas pipeline, which boosted charges for services revenue to just over $26 million (City of Homer 2015). As shown in Figure 5, revenues per capita are generally stable at around $5,000, when we exclude capital and operating grants and contributions. As a result, it seems reasonable to anticipate that if no additional revenue streams are realized, the city should anticipate generating around $5,000 in revenue per capita.

Figure 5. Per Capita Revenue by Category 2012 – 2022, Excluding Grants and Contributions (2022 dollars)



*Note: *The amount shown for 2021 represents six months, due to the change from a calendar year to a fiscal year.*

Source: City of Homer (2012–2022), ADOLWD (2024a, 2024b, 2024c), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

City Expenses and Cost of Services

Total expenses in 2022 were less than total expenses in 2012 after being adjusted for inflation. However, this does not tell the whole story. Post-pandemic data are not the most reliable due to an accounting methodology change that impacted 2021, 2022 being a relatively low year in both revenue and expenses, and 2023 data not yet being available for comparison with 2022. For these reasons, this analysis has included discussion both including and omitting post 2020 data.

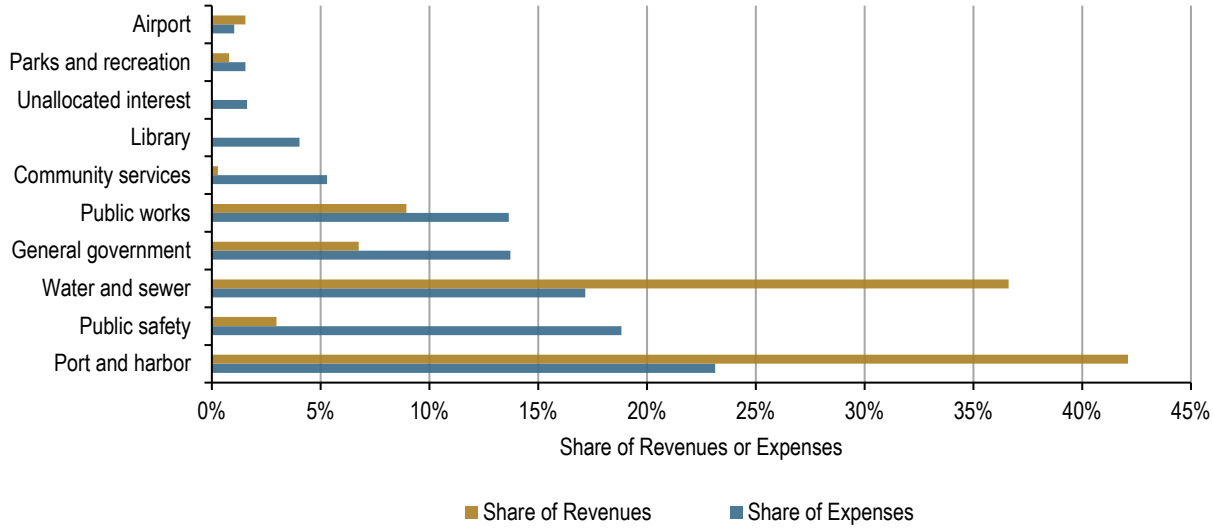
For 2012–2022, total expenses per capita decreased with a compounded annual rate of -1.9%. All categories of expenses decreased except for public safety expenses, which increased 1.9% annually.

When excluding the partial year in 2021, the average per capita expenses for 2012–2022 after being adjusted for inflation were $5,819.80, compared with $6,523.58 per capita revenues.

Port and harbor, public safety, and water and sewer make up the largest share of service-related expenses on average. The port and harbor alone accounts for 23% of expenses, which is offset by its making up 42.1% of revenues from services. Other significant expenditures include public safety (18.8% of expenses), and water and sewer (17.17% of expenses). Public safety did not generate a significant share of revenues from services to balance out the expenditures (2.97% of revenues). However, water and sewer generated 36.6% of revenues for services. Figure 6 compares the average share of service-related revenues compared to the share of expenses for various programs and services for 2012–2022. Not all programs and government functions exist for the purpose of generating revenue, and some are necessary government functions or community services. As a result, expenses tend to be more broadly shared across all programs and government functions, while revenues are concentrated in a few different programs.

Table 2 shows the breakdown of significant expenditures for the City of Homer over time, adjusted for inflation. Typically, the department that accounted for the greatest expense was port and harbor (22% of total expenses in 2022). Public safety was another significant source of expenses (22% of total expenses in 2022).

Figure 6. Average Share of Revenues and Share of Expenses by Program/Government Function, 2012–2022



Note: The calculations for revenues and expenses excluded operating and capital grants and contributions to capture the true program cost versus the amount of revenue it generates. Additionally, revenues from taxes are excluded from the 100% total since there is not a tax-specific expense with which to compare.

Source: City of Homer (2012–2022) and Northern Economics analysis

Table 2. Inflation-Adjusted City of Homer Expenses, 2012, 2016, 2020, 2022 (Millions of 2022 dollars)

	2012	2016	2020	2022
Port and Harbor	$ 5.89	$ 8.75	$ 6.68	$ 5.83
Public Safety	$ 6.02	$ 6.23	$ 5.75	$ 5.81
Public Works	$ 3.39	$ 3.76	$ 4.62	$ 4.39
Water and Sewer	$ 5.82	$ 5.40	$ 4.99	$ 4.38
General Government	$ 4.92	$ 4.12	$ 5.58	$ 4.20
Other Expenses	$ 3.71	$ 3.85	$ 10.46	$ 1.76

Source: City of Homer (2012–2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

Some programs generate enough revenues to cover well over their expenses without any other grants or contributions, and others do not. Many programs generate enough revenues to be mostly self-supporting with the revenue they generate from their charges for services. This leaves a relatively small deficit to make up through operating and capital grants and other tax-based revenues. Some programs are designated as "business-type activity", meaning they should recover all or most of its costs through user fees and charges. This includes water and sewer, and port and harbor. Usually, the port and harbor covers most of its expenses through charges for services and leaves a relatively small portion that needs to be covered through other means of support. The other programs covering most of their expenses are designed so that they can be primarily supported by taxes and intergovernmental revenue.

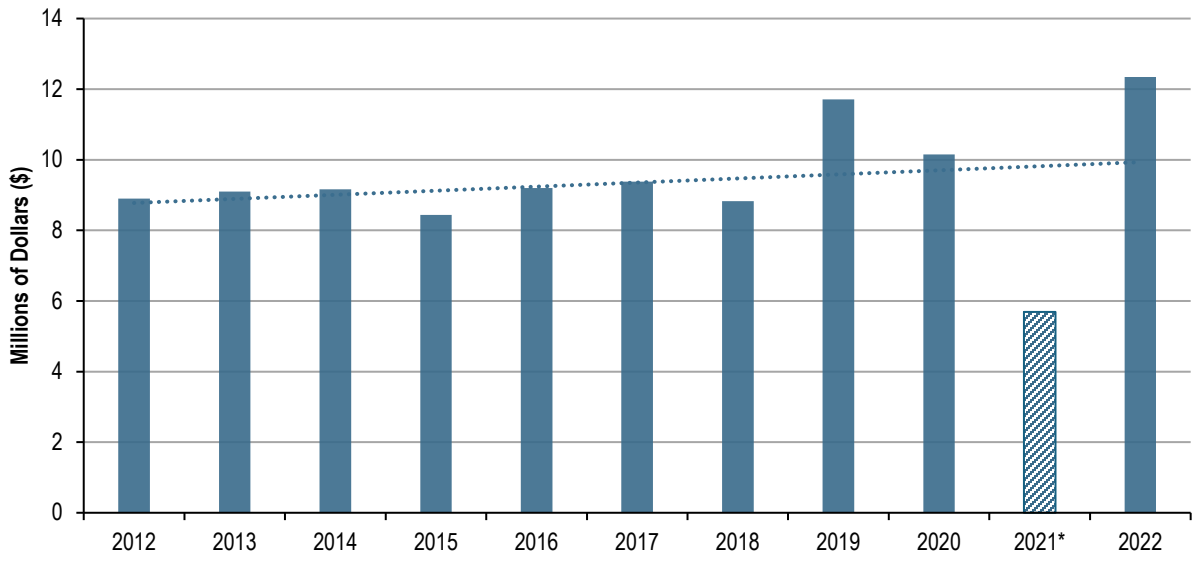
Taxation

The City of Homer receives sales tax revenue and property tax revenue. The Kenai Peninsula Borough (KPB) collects tax revenue on behalf of the city and then distributes it.

Sales Tax

The City of Homer collects a year-round 7.85% sales tax (4.85% of which is for the city) with a $500 cap (KPB 2024b). It is the second highest tax rate in the borough behind Seldovia, which charges 9.5% seasonally (April through September). The city's tax rate has been in effect since January 1, 2019, when it increased from 4.5% to finance the bonds for a police station. The increase expires once enough funds have been generated to pay all the debt service. Figure 7 shows the inflation-adjusted sales tax revenue from 2012 to 2022. Excluding 2021 from the calculation, sales tax revenue has grown an average of about 4% year over year from 2012-2022. The 33% increase from 2018 to 2019 was the result of the previously mentioned city sales tax increase.

Figure 7. Homer Sales Tax Revenues 2012–2022 (Millions of 2022 dollars)



*Note: *The amount shown for 2021 represents six months, due to the change from a calendar year to a fiscal year.*

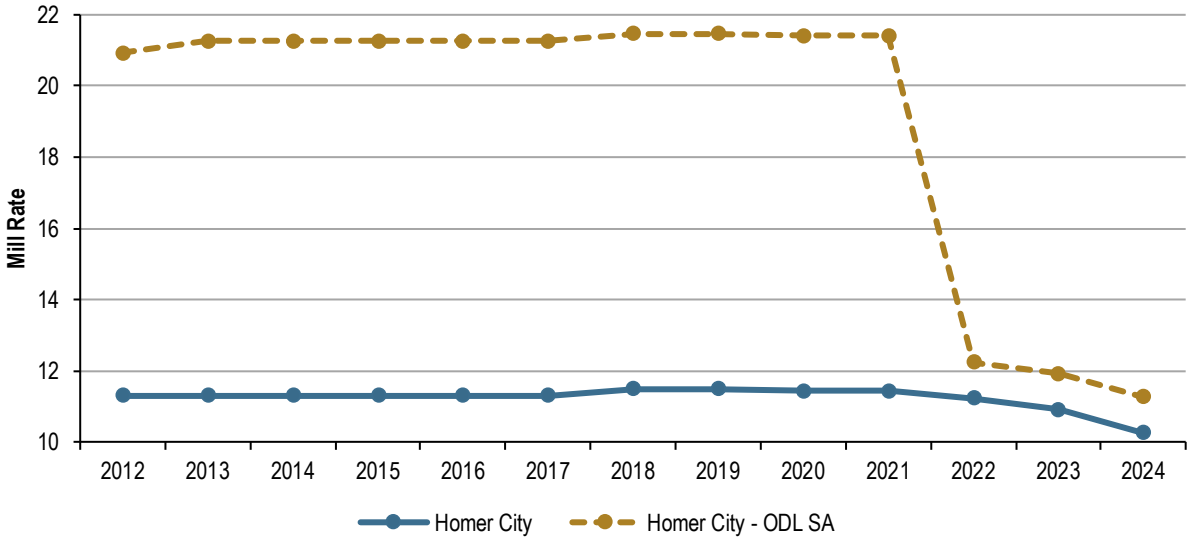
Source: City of Homer (2012–2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

On a per-capita basis, sales tax revenue in 2012 was $1,734.81 and in 2022 it was $2,237.71 per person, demonstrating real growth relative to the population and inflation. It is likely that the increase in tax revenue per capita came from both an increase in spending as well as an increase in the tax rate in 2019.

Property Tax

Property tax is collected by the KPB and then distributed to the cities, including Homer. The mill rate is the dollar amount of property taxes collected per $1,000 of assessed property value. In the City of Homer, the 2024 tax year mill rate is 10.26. Of the total 10.26 mill rate, 4.50 of that is for the City of Homer, 4.30 is for the Borough (standard across all properties in the borough), 0.34 is for paying off debts related to special projects, and 1.12 is for South Hospital (KPB 2024a). Figure 8 shows the mill rates in Homer from 2012 to 2024. As noted below the figure, a higher rate was assessed in the Homer City Ocean Drive Loop Service Area (ODL SA) to cover the cost of necessary seawall repairs that benefited the residents of that area. After funding the needs, the special assessment was removed in 2022. Over time, the mill rates have remained stable for the Homer area with small fluctuations. The general rate in the city hovers around 11 mills.

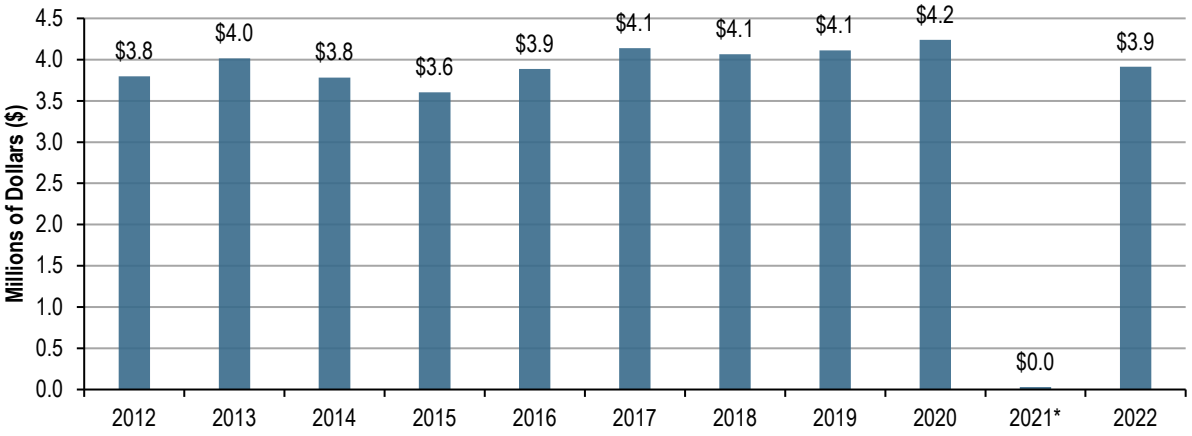
Figure 8. Historic Mill Rates Homer, 2012-2024



Note: Homer City – ODL SA refers to the Homer City Ocean Drive Loop Service Area, which had an increased mill rate to help cover seawall repairs (City of Homer 2020b).

Source: KPB (2024a)

Figure 9. City of Homer Property Tax Revenues, 2012–2022 (Millions of 2022 dollars)



Note: *2021 is not shown, due to changes in tracking from a calendar year to a fiscal year.

Source: City of Homer (2012–2022), U.S. Bureau of Economic Analysis for inflation adjustments (2023), and Northern Economics analysis

As can be seen in Figure 9, total property tax revenues have been steady from 2012 to 2022, increasing by about half a percent each year. However, one trend that could impact future property tax revenues received by the city is an aging population, since there are property tax exemptions for senior citizens. For residents who are 65 or older or are disabled veterans, the KPB exempts the first $150,000 of property valuation.

The population over the age of 65 in the KPB increased from 11.3% of the population in 2012 to 18.6% in 2022. Homer has an even greater share of people over the age of 65 than the KPB and that share has been increasing as well (USCB 2022). In the KPB, there were 3,700 approved property tax exemption applications in 2012, compared to 6,704 approved applicants in 2022 (ADCCED 2024). This increase represented a 6.06% increase each year on average from 2012 to 2022. After being adjusted for inflation, the equivalent of $5,527,965 dollars were exempted in 2012, compared to $8,914,444 in 2022, a 61% increase. Considering optional tax exemptions in the KPB, the overall percentage of the tax base exempted has fluctuated, peaking at 31.3% in 2014 and going as low as 18.6% in 2013 (ADCCED 2024). In 2022, the percent of the tax base exempted was 20.7%. This could result in less revenue for the city when funds are redistributed to it from the KPB if the borough is generating less revenue.

Fiscal Challenges and Trajectory

The state's fiscal situation is still uncertain. As a result, the city cannot count on some of the same sources of state funding as it has in the past for certain programs. The pandemic also caused additional uncertainty in future revenue and expenditure activities for the city. The city will be utilizing federal funding from the American Rescue Plan Act–Coronavirus State and Local Fiscal Recovery Funds in 2023-2024. An additional source of financial vulnerability is the city's water and sewer utility fund. The challenge is that the city owns expensive and expansive treatment, collection, and distribution infrastructure. However, there are few customers to pay for maintenance and operations of the systems. The proposed best course of action has been to infill and hook up customers where the infrastructure already exists, avoiding additional build-out capital costs (City of Homer 2022).

Additionally, the city's FY24/25 budget notes that Homer is currently facing challenges meeting increasing demands for services while dealing with high inflation following the pandemic (City of Homer 2023). As a result, despite revenue growth, the buying power of the revenue growth has been hurt by market price increases. Supply chain disruptions have also been challenging for the city following the pandemic. However, there has also been an increase in visitation from independent tourists. While in the short term the rate of revenue increase is close to the rate of expense increases for cost of goods and services, the hope is that as inflation eases revenues will continue to remain strong and increase.

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Appendix H: Land Use and Environment Chapter Background

Supplemental Maps

This appendix provides a series of supplemental maps that informed development of the Future Land Use Map and corresponding policies in the Land Use and Environment chapter of the Core Plan. These figures present key background data on land ownership, existing land use patterns, current zoning, and environmental conditions within the City of Homer. Together, they offer geographic context and spatial analysis that supported the planning process.

Figures included in this appendix:

- **Figure 1:** City of Homer Location Map
- **Figure 2:** City of Homer Ownership Map
- **Figure 3:** City of Homer Current Land Uses Map
- **Figure 4:** City of Homer Zoning Map
- **Figure 5:** Environmental Constraints Overlay
- **Figure 6:** Environmental Constraints Overlay: Conditions
- **Figure 7:** Table of Descriptions in Environmental Constraints Overlay: Conditions
- **Figure 8:** Table of Description and map for Moose Habitat
- **Figure 9:** Environmental Constraints Overlay: Designations

Figure 1: City of Homer Location Map



These maps represent the best available data at the time of plan drafting and were used to identify development opportunities and environmental limitations across the community.

Figure 2: City of Homer Ownership Map

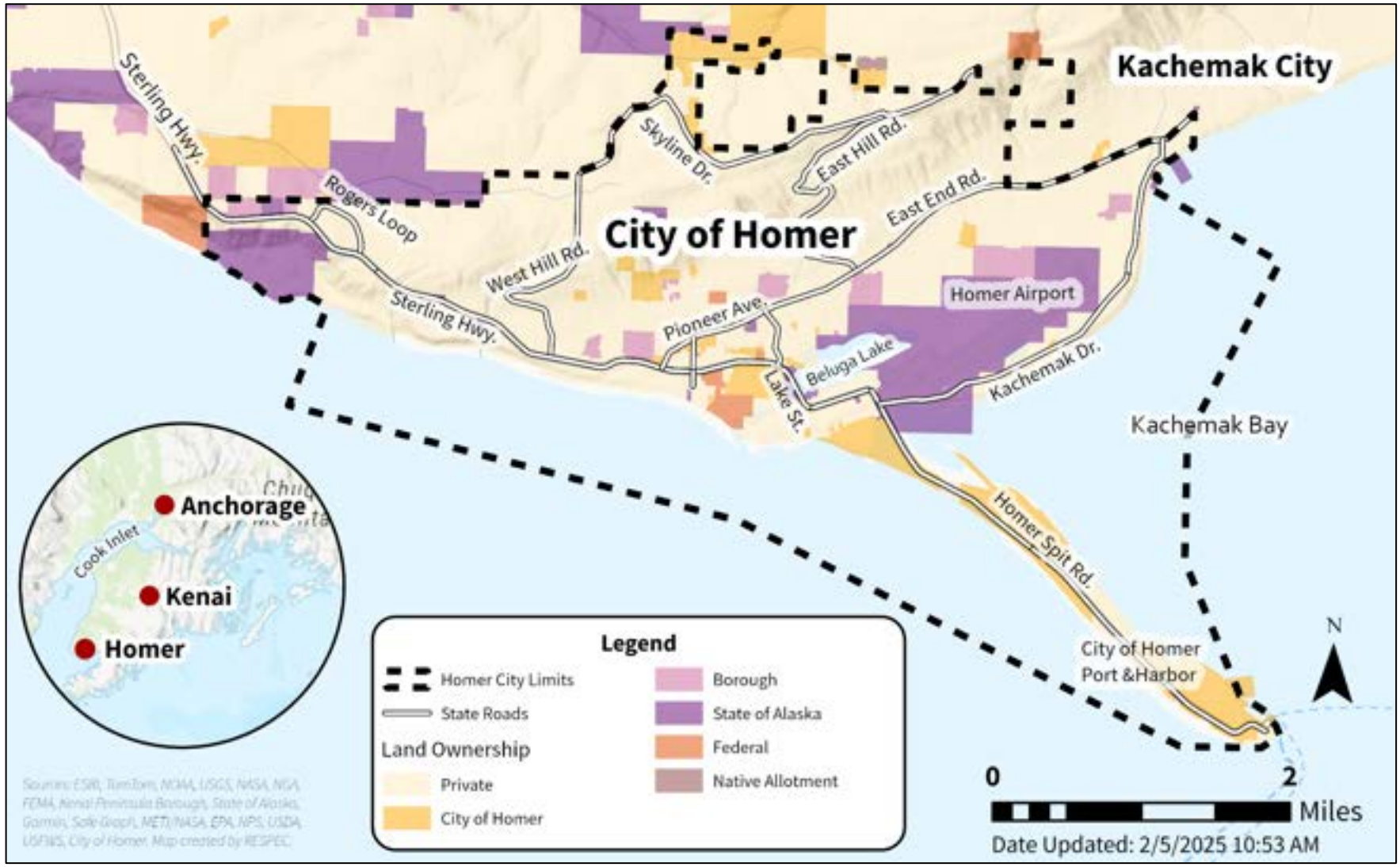


Figure 3: City of Homer Current Land Uses Map

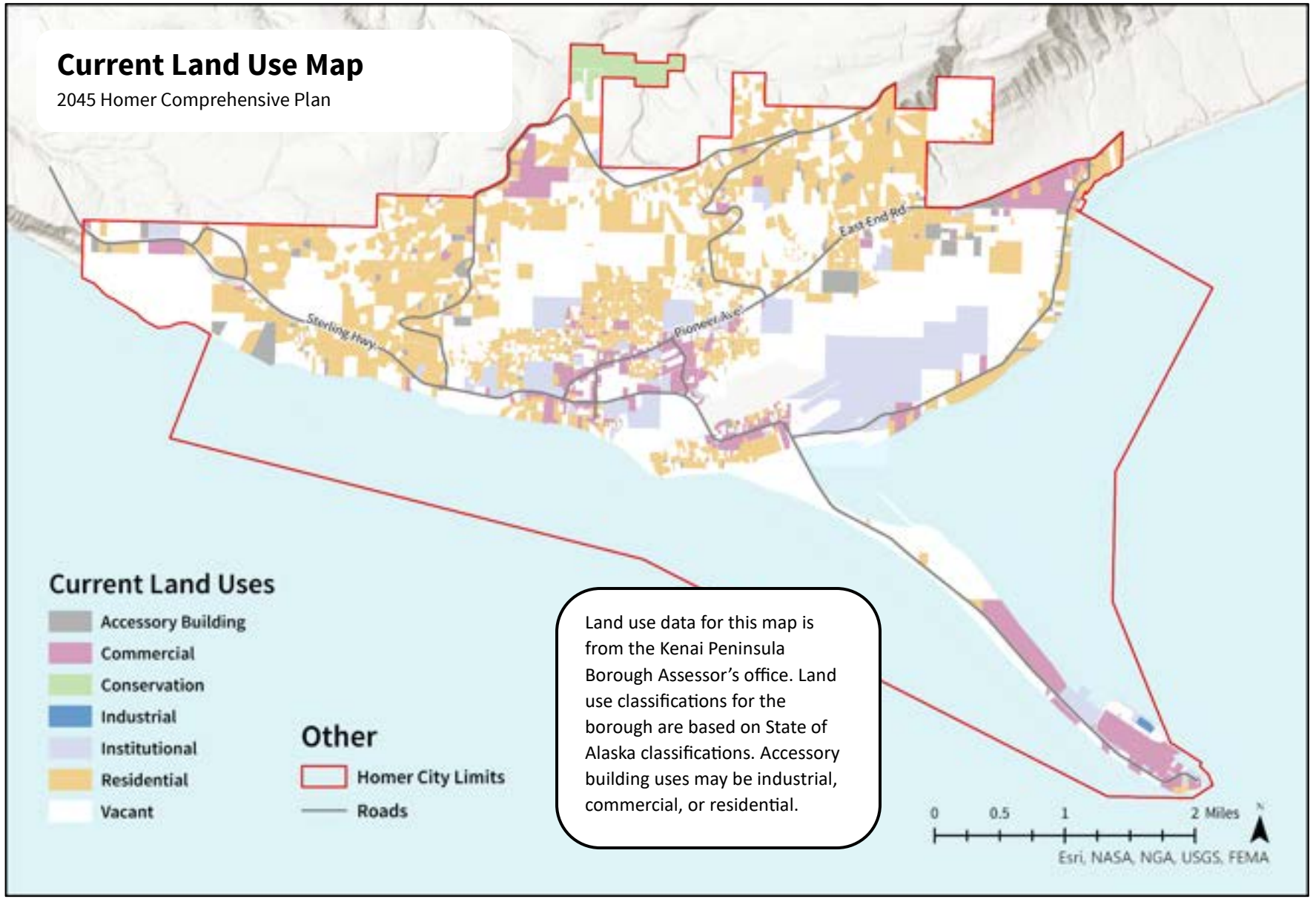
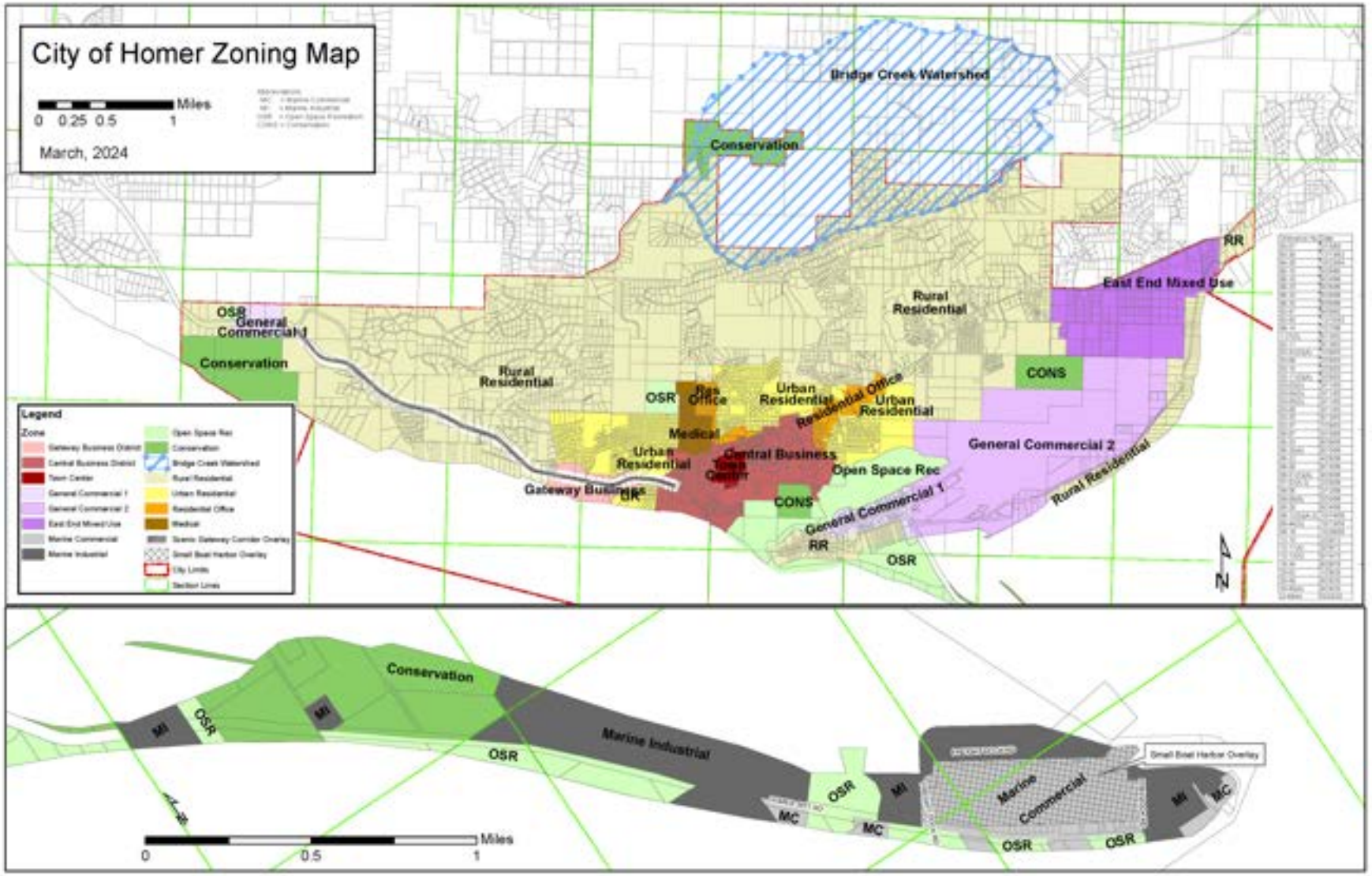


Figure 4: City of Homer Zoning Map

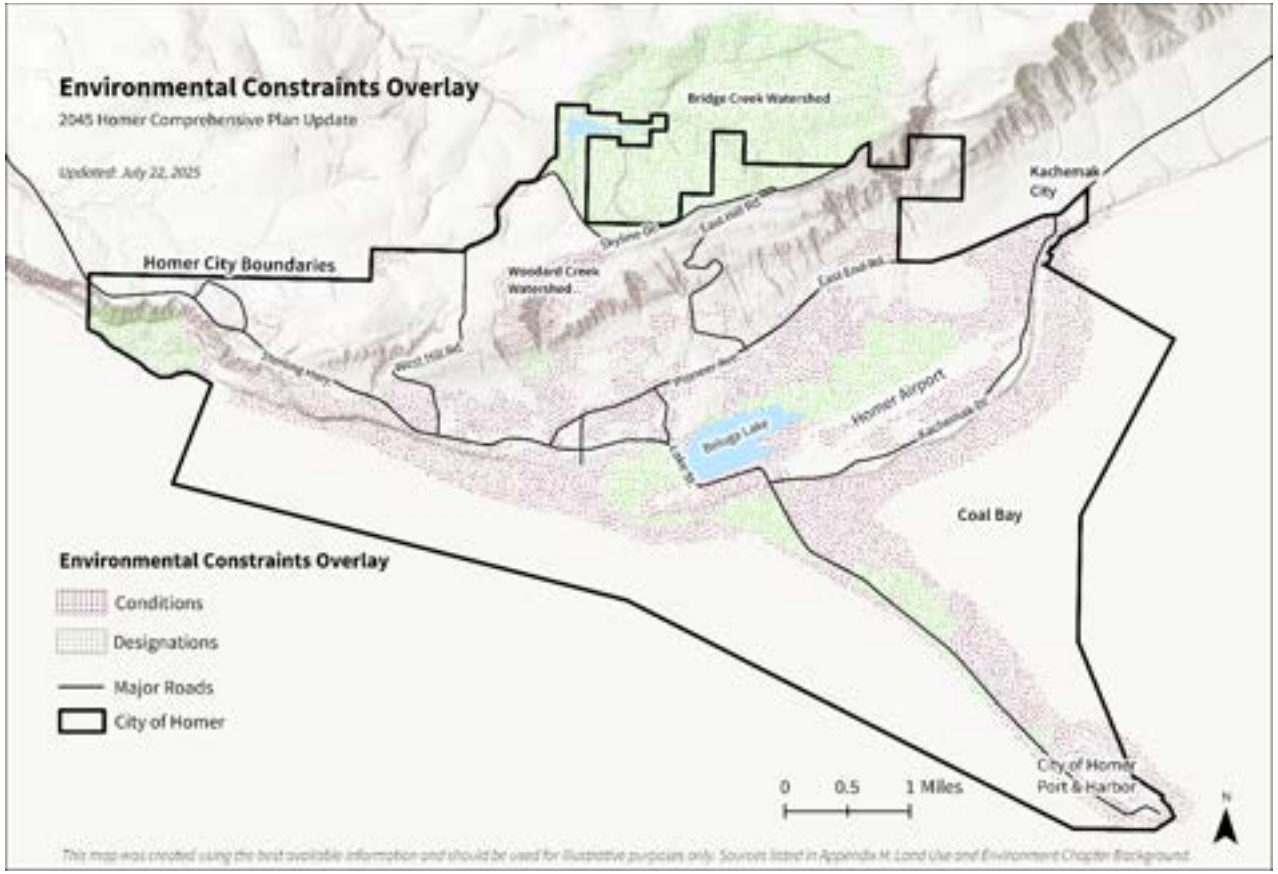


Environmental Constraints Overlay

The Environmental Constraints Overlay is a planning tool developed to support the Future Land Use Map and guide long-term land use policy decisions. It brings together a range of environmental data to illustrate where physical and ecological conditions may present limitations to development or require special consideration. The overlay is organized below into two maps:

- **Conditions** include physical characteristics of the landscape that may pose risks or limitations for development, such as watersheds, steep slopes, scarps, floodplains, hydric soils, and areas of high erosion potential.
- **Designations** include areas that are formally recognized by public entities for conservation or ecological value, such as the Homer Airport Critical Habitat Area.

Figure 5: Environmental Constraints Overlay



The Environmental Constraints Overlay accompanies the Future Land Use Map's base designations for the Plan. It provides a general illustration of environmental constraints that may affect development, based on approximate data. **It is not intended to serve as a definitive guide for site-specific decisions.** Detailed technical analysis should be conducted as part of any proposed site development to fully assess conditions. Additionally, users are encouraged to consult the original source data for each mapped constraint; citations for these sources are provided below.

Figure 6: Environmental Constraints Overlay: Conditions

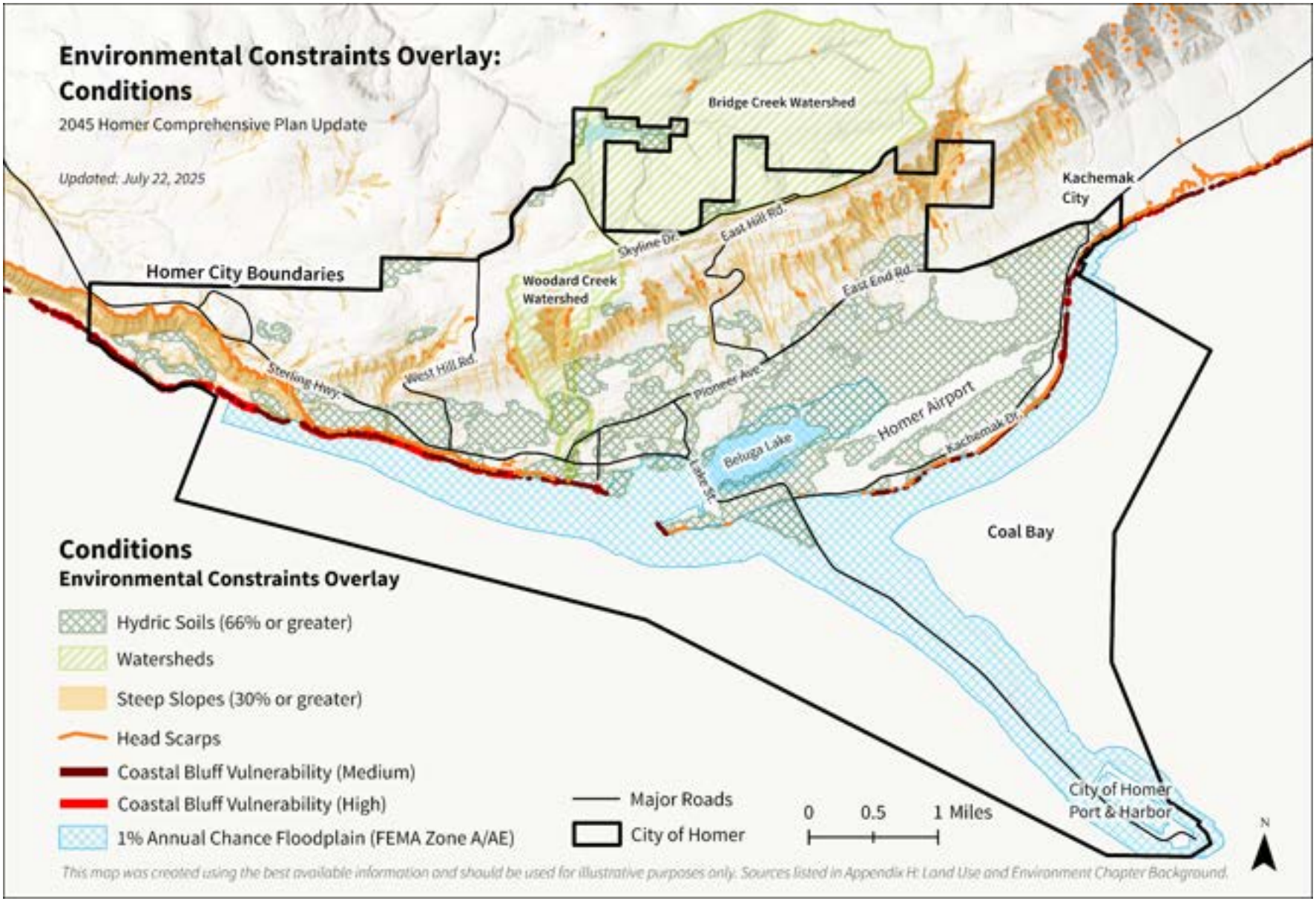
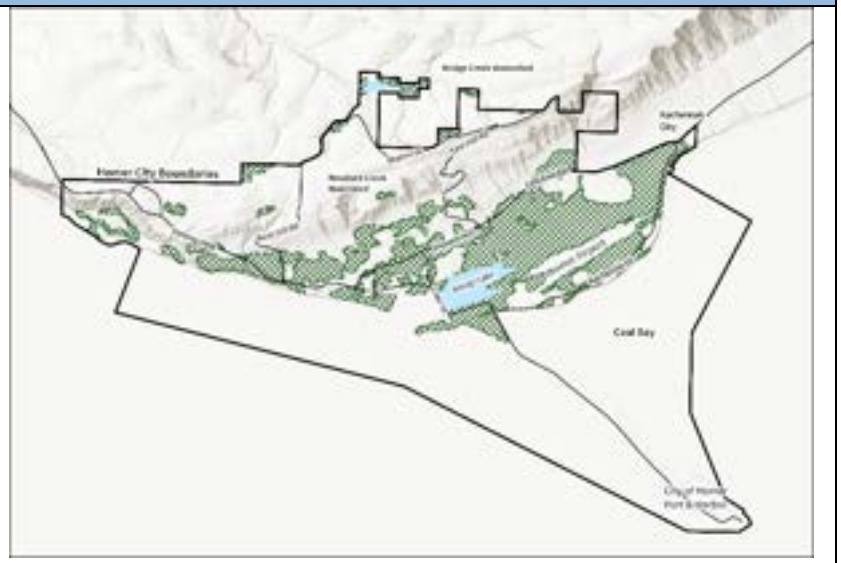
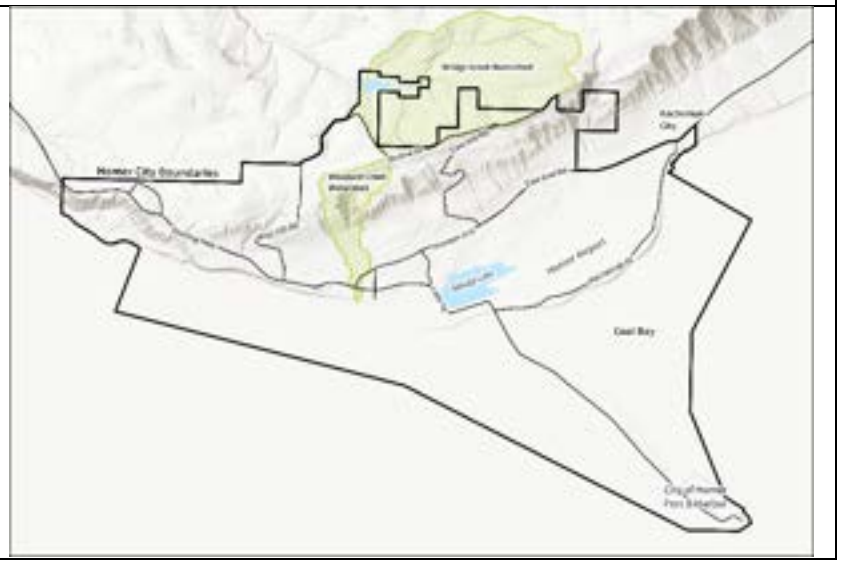
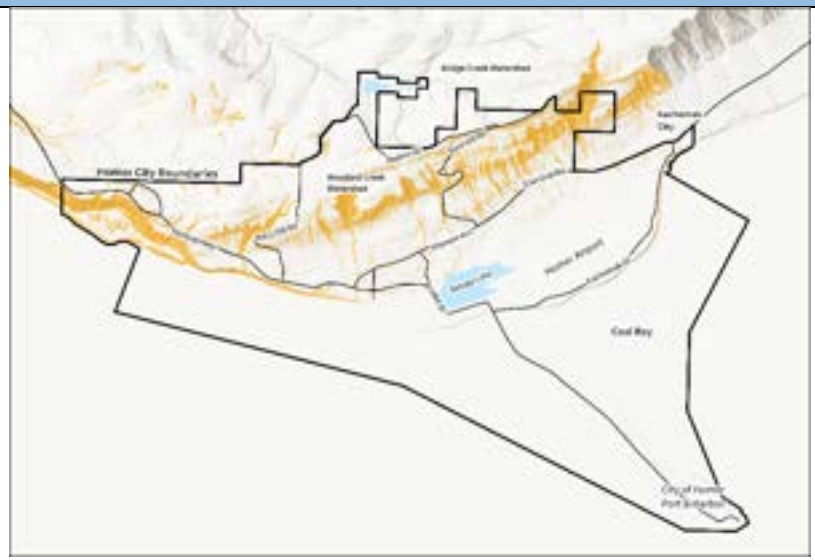
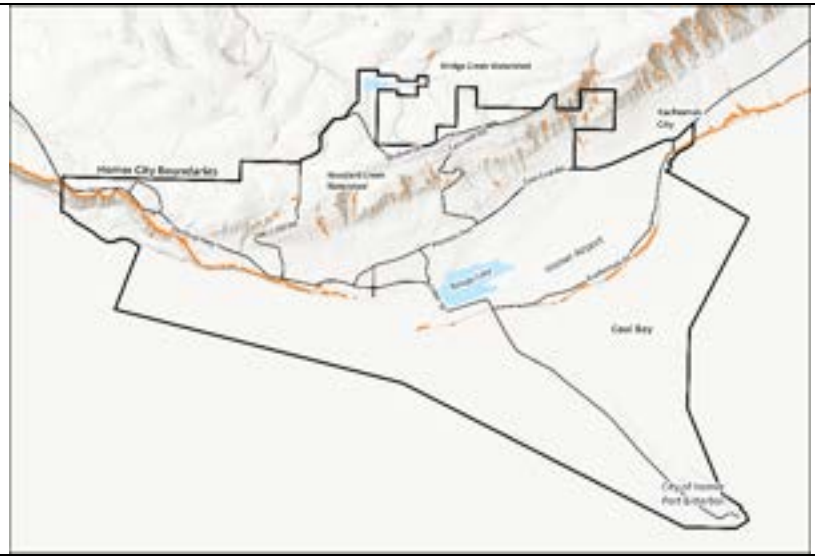


Figure 7: Table of Descriptions in Environmental Constraints Overlay: Conditions

Name, Description, and Source	Map Element
Hydric Soils (66% or greater) The constraints map shows partially (66-90%) and predominantly (more than 90%) hydric soils. Hydric soils are defined as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile. They often signal the presence of wetlands or other areas with limited development potential due to poor drainage, seasonal inundation, or regulatory protections. They also help identify important ecological areas that provide natural water filtration, habitat, and flood mitigation functions. **Source:** U.S. Department of Agriculture, Natural Resources Conservation Service. (2024). Soil Survey Geographic Database (SSURGO) [Data set]. https://sdmdataaccess.sc.egov.usda.gov	
Watersheds A watershed is an area of land where all the water – whether from rain, snowmelt, or streams – drains into a common outlet, such as a bay or river. In Homer, key watersheds include **Bridge Creek**, which supplies the city's drinking water, and **Woodard Creek**, which flows through downtown and into Kachemak Bay. These watersheds are vital for maintaining water quality, managing stormwater, and supporting fish habitats. **Source:** City of Homer. (2024). *Watershed Boundaries* [GIS data]. City of Homer GIS Department. Retrieved from https://www.cityofhomer-ak.gov	

Name, Description, and Source	Map Element
Steep Slopes (30% or greater) This layer highlights areas where the land surface rises sharply – slopes of 30 percent or more. Steep slopes can signal places where development may be more difficult due to poor soil stability, erosion potential, and increased costs. They can also indicate areas at higher risk of landslides. For more detailed landslide information in Homer – including mapped debris flows and slope failure zones – see the *2024 Landslide Hazard Susceptibility Mapping in Homer, Alaska* report. *Note that the study focuses on smaller-scale landslides and does not assess large landforms like the Bear Creek alluvial fan, which may also present risks.* **Source:** Developed from: Esri. (n.d.). *Terrain - Slope Percent* [Data set]. ArcGIS Living Atlas. Retrieved [insert retrieval date], from https://www.arcgis.com/home/item.html?id=304e82c39ca14273b41c26f07e692e93	
Head Scarps This layer shows the mapped upper edges of past landslides – known as head scarps – identified through high-resolution lidar analysis by the Alaska Division of Geological & Geophysical Surveys. These features mark the original failure points of slope movements and may indicate areas of ongoing or future instability, even when no landslide deposits are visible on the surface. In Homer, head scarps are often found in steep upland areas and coastal bluffs, where they help identify terrain that may not be suitable for development without further geotechnical study. **Source:** Salisbury, J. B. (2024). *Landslide hazard susceptibility mapping in Homer, Alaska* (Report of Investigation 2024-3). Alaska Division of Geological & Geophysical Surveys. Retrieved from https://dggs.alaska.gov/pubs/id/31155	

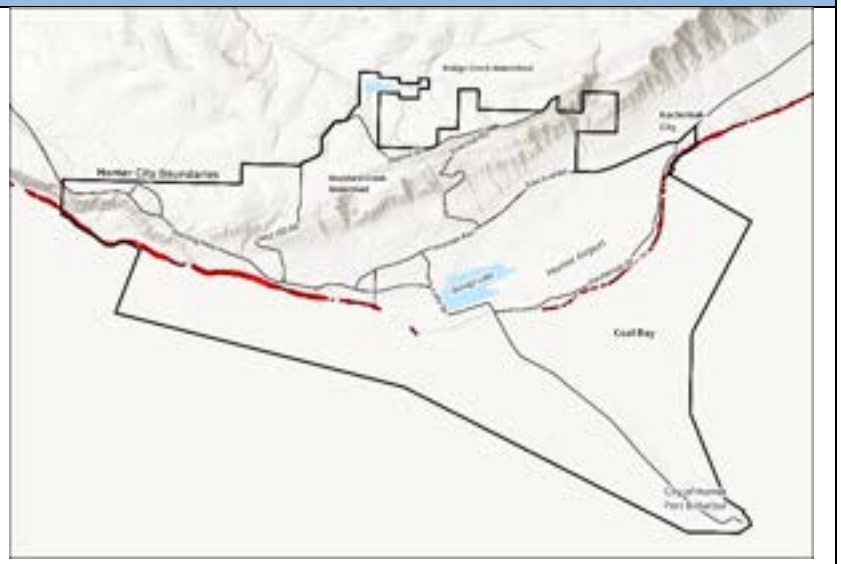
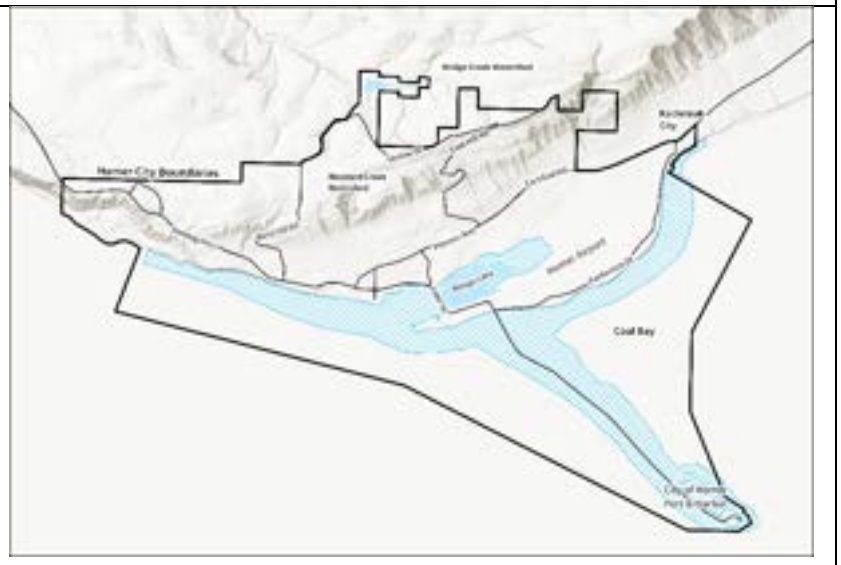
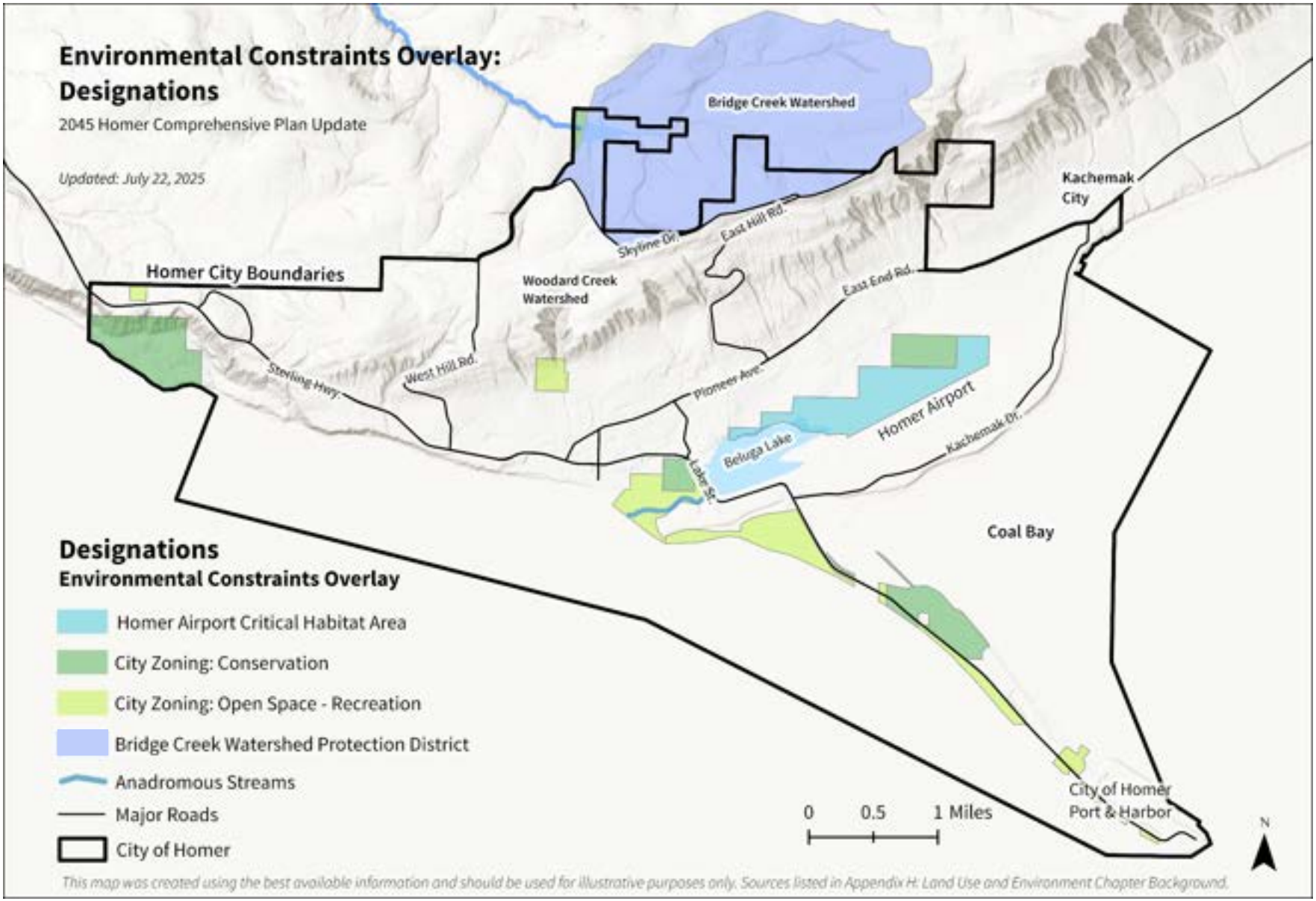
Name, Description, and Source	Map Element
Coastal Bluff Vulnerability This layer shows areas along Homer's coastline classified as having **medium** or **high** **vulnerability to bluff instability**, based on the 2022 *Coastal Bluff Stability Assessment for Homer, Alaska* by the Alaska Division of Geological & Geophysical Surveys. These classifications are based on historical erosion rates, bluff height, slope, and the likelihood of future retreat. High vulnerability zones indicate areas where coastal erosion and slope failure are more likely to occur and may pose risks to nearby infrastructure or development. Including these areas on the constraints map helps inform decisions about shoreline development, safe access points, and hazard mitigation. **Source:** Buzard, R.M., & Overbeck, J.R. (2022). *Coastal bluff stability assessment for Homer, Alaska*. https://dggs.alaska.gov/pubs/id/30908	
1% Annual Chance Floodplain (FEMA Zone A/AE) This layer identifies areas within Homer that have a 1% annual chance of flooding—commonly known as the "100-year floodplain"—as defined by FEMA's Zone A and AE designations. These zones represent the highest flood risk areas mapped by FEMA and are often subject to stricter building and insurance requirements. Other FEMA flood zones, such as areas of minimal or undetermined flood risk, are not included here to maintain clarity and emphasize the most critical flood hazard zones for planning purposes. **Source:** Federal Emergency Management Agency. (n.d.). *Digital Flood Insurance Rate Map Database, City of Homer, Alaska, USA*. Retrieved from https://catalog.data.gov/dataset/digital-flood-insurance-rate-map-database-city-of-homer-alaska-usa	

Figure 8: Moose Habitat Map and Description



Moose are important wildlife on the southern Kenai Peninsula for fall harvest and year-round wildlife viewing. Lands within Homer provide important wintering and calving habitat that help sustain the population. While many moose have become acclimatized to Homer's human population, maintaining migration corridors from the higher elevation benchlands north of Homer, where they spend the summer and fall months, to low elevation habitats such as the Homer Airport Critical Habitat Area, where they spend the winter months, remains important for a sustainable population. The polygon on the map shows the region moose typically use in winter and summer to migrate between higher and lower elevations. Identifying undeveloped and lightly developed parcels in this area and in wintering areas in the city for moose habitat conservation will allow moose to continue their annual movements. Source: Lynn Whitmore, Kachemak Moose Habitat Inc. President (2024).

Figure 9: Environmental Constraints Overlay: Designation



Appendix I: Partner-Led Strategies and Actions

Key to Icons in the Plan

↗: **PRIORITY**. Emerging priority for implementation.

🛠: **CAPITAL**. This action features a potential capital project (including those in planning and feasibility stages).

✱: **CODE.** This action recommends a specific code revision.

♦: **2018**. This action is adapted/carried over from the 2018 comprehensive plan.

Chapter 2 Land Use & Environment Potential Partner-Led Strategies

6. **Collaborate with public and private partners to enhance community spaces and recreational infrastructure.** ♦
    a. Promote public-private partnerships for the maintenance and improvement of parks, trails, and green spaces.
    b. Expand the adopt-a-park program to engage local businesses, service organizations, and youth groups in caring for public spaces.
    c. Explore the creation of a park endowment fund to support long-term maintenance and upgrades of outdoor recreation areas.
    d. Partner with local organizations and private property owners to complete sidewalks, install landscaping, improve building façades, and integrate green infrastructure in commercial areas.
    e. Encourage joint use agreements and shared investment in parking, access, and public amenities that support compact, walkable development.
7. **Coordinate with regional and state agencies to align land use policies with environmental stewardship and shared planning goals.**
    a. Work with regional land use partners to ensure development codes reflect adopted plans and evolving land management goals.
    b. Incorporate shared hazard mitigation, watershed protection, and climate adaptation priorities into local land use planning through ongoing interagency collaboration. ♦

Chapter 3 Public Facilities and Services Potential Partner-Led Strategies

7. **Identify and address the deficiencies of the Homer Airport (updated master plan, more reliable year-round service, etc.).**
   a) Collaborate with the Alaska Department of Transportation & Public Facilities (DOT&PF) in the development of a new airport master plan for Homer Airport.
   b) Collaborate with air carriers to provide more reliable year-round service to and from Homer Airport.
8. **Provide opportunities for people of all ages and abilities to live, work, and play in the community, including encouraging businesses and organizations to create accessible, ADA-compliant facilities.**
   a) Include accessible crossings in all future road projects. 🛠
   b) Ensure community hubs (schools, university campus, stores, services, parks) are accessible and connected for all ages and abilities. 🛠
9. **Collaborate with Borough, state, federal, and non-profit partners to maintain year-round access to community facilities for recreational, educational, social, and cultural activities.**
   a) Support the efficient use of existing community facilities. Partner with organizations to keep city facilities operating beyond normal hours. ♦
   b) Continue to collaborate with the Kenai Peninsula Borough (KPB) to use school facilities for recreational, educational, social, and cultural activities to the entire community after school hours and in the summer. ♦

Chapter 4 Housing Potential Partner-Led Strategies

3. Develop incentives and public-private partnerships for affordable and long-term housing development.

a. Conduct targeted borough land disposition for housing with specific objectives in mind: manufactured housing, smaller lots for more affordable ownership and rental products, duplexes, and triplexes. Note: The strategic approach to land disposition could occur through targeted negotiations/partnerships with local organizations, such as Tribes and Kenai Peninsula Housing Initiatives, Inc. In addition, the RFP process could be used to select developers/contractors and associated homebuyers for selected borough owned lots with specific housing objectives.

b. Explore the creation of a local housing fund and implement targeted incentives to encourage affordable housing development over luxury and short-term rental projects.

c. Address the scarcity of affordable land by exploring Community Land Trust models (example: Sitka, AK) and other strategies to lower land acquisition costs.

c) Explore ways to incentivize private property owners to place existing vacant parcels into residential use.

d. Build public-private partnerships with organizations that influence housing development, such as contractors, nonprofits, Tribal housing authorities, and lending agencies.

e. Explore possibilities for City land acquisition with the intent to develop attainable housing through a request for proposal (RFP) process.

d) Explore partnerships and solutions that could reduce the cost of shipping for building materials and manufactured homes to Homer.

e) Engage with lenders, insurance providers, utility companies, and housing advocates to identify barriers and potential solutions for financing, insuring, and connecting non-traditional housing types (e.g., yurts, tiny homes, manufactured housing).

Chapter 5 Economic Development Potential Partner-Led Strategies

4. **Support Homer's youngest residents and their families by making sure they have what they need to grow and thrive, including access to child care.** 🗲
    a. Ensure quality childcare is accessible and affordable, with parents and caregivers easily able to connect with available childcare resources and programs.
    b. Promote a healthy lifestyle by increasing activities available for youth.
    c. Promote volunteer and education opportunities for youth to become involved in civic life and contribute to improving the community.
5. **Expand career and job training resources, particularly in trades, construction, marine trades (including mariculture and shipping industries), and healthcare industries, to retain young residents and provide year-round employment.** 🗲
    a. Enhance health care opportunities and adjacent industries to strengthen local services and employment. ♦
    b. Create co-working spaces and incubator hubs for small-scale manufacturers and entrepreneurs. (The Commons in Ketchikan is a good case study https://www.tongassfcu.com/business/business-services/the-commons-at-tfcu/.)
    c. Encourage the retention of existing and the relocation of new Federal and State Government jobs and training programs to Homer. Promote Homer as a place to expand and attract government operations. ♦
    d. Continue and increase support for the Alaska Small Business Development Center business advisor located in Homer to foster local business growth.
6. **Support access to quality, affordable health care.** 🗲
7. **Promote fishing and maritime services as viable career options in Homer and demonstrate long-term support for and commitment to the industry.**
    a. Develop programs to attract seafood buyers and retailers to Homer, increasing competition and driving better prices for local fishermen.
    b. Expand hands-on training and apprenticeships to promote fishing as a viable career option.
    c. Offer grant programs, financial assistance, and legal services to support new entrants to the fishing industry.
    d. Promote sustainable, science-based fisheries management.
8. **Promote food security.**
    a. Identify supply chain vulnerabilities.
9. **Address barriers to workforce recruitment and retention (e.g., housing, child care).**
10. **Pursue moderate, sustainable growth in tourism, focusing on activities that benefit small businesses and minimize negative impacts on community character.** ♦
    a. Develop regenerative tourism strategies to balance visitor growth with environmental and community preservation.

b. Promote recreation, the arts, and non-governmental organizations as a complement to tourism and as an export industry. ♦

11. Support Homer's seniors, including the ability to remain in the community as they age.

12. Support high-quality K-12 and higher education in Homer, support teachers, and sustain lifelong learning opportunities for all residents.

a. Develop regenerative tourism strategies to balance visitor growth with environmental and community preservation.

b. Promote recreation, the arts, and non-governmental organizations as a complement to tourism and as an export industry. ♦

c. Promote Kachemak Bay Campus- KBC- programs, facilities, and opportunities for visiting college exchange students, Seniors, conferences, and lifelong learning.

Chapter 6 Transportation Potential Partner-Led Strategies

3. **Maintain continued safe airport and ferry operations to support the movement of people and goods to and from the community and maintain Homer's status as a regional hub.**
4. **Explore public transit options, particularly in the Homer Spit area, to alleviate traffic congestion and improve accessibility for seasonal workers, residents, and visitors.**
5. **Install benches, trash cans, bike racks and create drop-off and pick-up locations for buses, taxis and visitors, in alignment with the Homer Wayfinding and Streetscape Plan.**
6. **Explore public parking in downtown.**

Chapter 7 Governance Potential Partner-Led Strategies

5. **Identify opportunities to coordinate with organizations including Tribal organizations, Alaska Native Corporations, public entities, and local and regional non-profits to leverage resources and provide services more cost-effectively.**

    a. Build a coalition of public-private partnerships to support improvements to the commercial streetscape of Pioneer and Old Town.

6. **Work with the Kenai Peninsula Borough to advocate for and implement policies that fiscally benefit borough communities.**

Potential Kenai Peninsula Borough Policies that Could Benefit Homer

Potential Borough Policy	Description	Benefit(s) for Homer
Revenue-Sharing Based on Population Growth	Borough level policy that adjusts revenue-sharing allocations based on population growth.	As Homer grows, the policy would provide additional funds to support expanded public services, infrastructure, and public safety without burdening local taxpayers.
Capital Improvement Fund for Growing Municipalities	Establish a dedicated borough capital improvement fund to provide grants and low interest loans to cities experiencing growth.	Would help Homer to handle the infrastructure costs of population growth without taking on significant debt, reducing the burden on Homer's operating budget and freeing up funds for other critical needs.
Population-Weighted Grant Distribution	Borough level grant distribution system that prioritizes municipalities with a higher growth rate for specific needs, such as public safety or health funding. Grants could be allocated based on metrics such as population increase, infrastructure needs, and public safety demands.	Homer's infrastructure needs are expected to rise with additional population. These targeted grants would help ensure that the city can afford any necessary expansions without relying heavily on local taxes.
Borough-Wide Infrastructure Bonds	Issue borough-wide bonds for large-scale infrastructure projects that benefit growing cities like Homer, with repayment shared across the borough rather than being the sole responsibility of individual cities.	Large infrastructure projects are very costly for a single city. A shared bond would allow Homer to access necessary funds without incurring unsustainable debt.
Tourism and Recreation Investment	Implement borough-level strategies to boost tourism and recreational activities in cities experiencing growth. This could include building and maintaining parks, trails, and tourist attractions that drive additional sales tax revenue.	Boosting tourism-related investments could help offset the costs of population growth while generating additional revenue for the city's budget.

Chapter 8 Sustainability and Resilience Potential Partner-Led Strategies

4. Leverage partnerships to advance community-wide sustainability and resilience.

Advance Renewable Energy and Infrastructure Innovation

a. Support the expansion of electric vehicle charging infrastructure across the community to reduce transportation-related emissions and improve access for residents and visitors.
b. Collaborate with partners to advocate for and invest in renewable energy sources, including hydroelectric, solar, wind, and tidal.
c. Coordinate with utilities to pilot and plan for future microgrid networks that improve local energy resilience and distribution.

Strengthen Land and Watershed Stewardship Through Collaborative Planning

d. Partner with conservation organizations and regional land managers to restore, enhance, and manage wetlands and habitat systems that support resilience and watershed health.
e. Develop a wetlands inventory and management plan to guide long-term land use decisions based on the function and value of wetland areas.
f. Develop and consider adoption of an updated, science-based wildlife corridor map that integrates updated habitat data, climate resilience considerations, and land use patterns to inform protection of critical habitats.
g. Enhance stream corridors with constructed ponds, restored wetlands, and other ecological features that provide habitat, manage runoff, and improve recreational access.

Improve Mapping and Data to Support Resilient Land Use Decisions

h. Develop technical mapping tools, including stormwater drainage basins and flow paths, to guide City-led infrastructure decisions and support watershed-based planning.
i. Inventory land with geographic information systems (GIS) to identify priority sites for open space acquisition and hazard mitigation.

Promote Waste Reduction and Resource Recovery

j. Coordinate with the Kenai Peninsula Borough to support community recycling and resource recovery programs and explore opportunities for improved waste management.

Appendix J: Implementation Plan

Each chapter of the Core Plan includes a set of policies (goals, strategies, and actions) to guide the City, residents, and partners with achieving the community's vision. The following proposed implementation plan includes priority strategies that would be City-led. In the Core Plan, these are the strategies identified with the priority icon (🗲). Priorities were selected based on community input, feedback from City staff, leadership, boards, and commissions, review of the 2008 and 2018 Comprehensive Plans and other relevant plans, reports, and City actions (e.g., City Council-adopted Capital Improvement Project list). Proposed action plans have varying specificity based on available data; for example, the cost of implementation is not available for all actions. These details will be revisited as the plan is implemented.

The following action plans provide broad guidance to support implementation of the comprehensive plan and should be considered working drafts subject to change. For example, many cost estimates are drawn from the City's FY26 Capital Improvement Plan (CIP) and reflect priorities at the time of adoption. The CIP is updated annually, and project costs and priorities may shift over time. Any proposed actions that require budget commitments or code changes will be further considered by the City Council for formal action and/or approval. As such, this implementation plan and proposed actions should not be considered a formal mandate to fully implement and/or fund all proposed City-led strategies and/or actions.

To support implementation, City staff, boards, and commissions will collaboratively prepare annual work plans based on the action plans. Annual work plans will consider existing and anticipated resources and will provide potential direction to City leadership and staff. As part of this annual work planning process, City departments will present on Comprehensive Plan accomplishments and proposed priorities to the City Council each year. The Community Development Department will create a website with tracking information for annual reporting of implementation progress.

Key to Icons in the Plan

🛠: **CAPITAL**. This action features a potential capital project (including those in planning and feasibility stages).

✱: **CODE.** This action recommends a specific code revision.

♦: **2018**. This action is adapted/carried over from the 2018 comprehensive plan.

Action Plan Tables

How are the action plans organized?

Strategy: Priority strategy; these are found in all chapters.

Actions: Near-term steps the City can take to move a strategy forward.

Who: Staff, committees, and partners who will lead and support implementation, in alphabetical order. Most actions will require collaboration to be successful.

Estimated Costs: Projected costs to implement the action over the next twenty years, when known.

Potential Resources: Potential funding sources to support implementation. The back of this appendix includes a reference list of lettered funding sources.

Target Timeframe: Approximate timeframe to complete the action, based on adoption date:

- Ongoing = no end date
- Short = 1-2 years
- Medium = 3-5 years
- Long = more than 5 years

Land Use and Environment Action Plan

See Appendix A for a list of acronyms.

Funding Land Use and Environment Priorities: *To support implementation of strategies and actions in this section, see potential funding opportunities A, B, C, F, G, K, S, X, Z.*

Icon Key: 🛠 Capital Project | ✱ Code Revision | ♦ Action Carried Over from 2018 Comprehensive Plan

Strategy 1. Implement a Future Land Use Map that guides decisions about land use and growth.

Note: Actions associated with this strategy are encompassed in Land Use and Environment Strategy 2.

Strategy 2. Implement zoning reforms to support sustainable growth and attainable housing development.

Action	Who	Estimated Costs	Target Timeframe
a. Prioritize zoning reforms that expand housing choice, including support for higher-density and mixed-use development, infill, and housing types such as ADUs, townhomes, and modular homes. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
b. Create zoning tools like form-based codes and flexible use standards that accommodate evolving land uses and building types. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
c. Create consistent design and infrastructure standards that reflect neighborhood character and support multi-modal access. ✱ ♦	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
d. Align development regulations with community service availability, promoting growth in areas already served by schools, utilities, and other key services. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
e. Simplify and clarify the development approval process and related staff procedures. ✱ ♦	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
f. Improve enforcement and reporting procedures to address development-related health and safety issues, within scope of zoning and permitting authority. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)

Action	Who	Estimated Costs	Target Timeframe
g. Gauge community and stakeholder support for zoning and policy tools that expand housing options, such as density bonuses, parking requirement adjustments, and other potential incentives for affordable and long-term housing development.	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
h. Modify zoning and permitting tools to support small business growth and economic resilience, including consideration for locally owned and emerging industries. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
i. Explore building codes and incentive programs to increase energy efficiency.	City Administration, Community Development Department, Planning Commission	Undetermined	Medium (3-5 years)
j. Clarify the definition of short-term rentals in city code (now referred to as Bed and Breakfasts) and define in what zones and under what circumstances short-term rentals may be allowed. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)

Strategy 3. Strategically align development regulations with natural hazard risks and land suitability to support safe, resilient, and responsible growth.

Action	Who	Estimated Costs	Target Timeframe
a. Use the City of Homer Hazard Mitigation Plan to inform updates to zoning and development codes, ensuring land use decisions reflect the latest risk assessments. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Medium (3-5 years)
b. Clarify zoning procedures and criteria for rezoning reviews to maintain consistency with the comprehensive plan and hazard mitigation goals. ✱	City Administration, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)
c. Update development standards for steep slopes, drainage ways, and erosion prone areas such as shown on the environmental constraints overlay included in this plan, to manage grading, erosion, runoff, and vegetation clearing. Encourage the use of green infrastructure and site-responsive design solutions to improve drainage and reduce hazard exposure. ✱ ♦	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years)
d. Strengthen stormwater and erosion control provisions in City code, incorporating green infrastructure techniques—such as	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years)

Action	Who	Estimated Costs	Target Timeframe
vegetated buffers and infiltration features—to reduce coastal bluff erosion and other site-based hazards. ✱♦			
e. Improve coordination between subdivision design standards and site-level review to carry hazard mitigation measures through from platting to construction. ✱	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years)
f. Consider expanding the range of conditions that may be applied to Conditional Use Permits to address riparian protection, soil stability, wetland preservation, and related site concerns. ✱	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years)
g. Develop fill requirements for parcels located in targeted areas documented to contain 66% or greater hydric soils. ✱	City Administration, Community Development Department, Planning Commission, Public Works Department	Undetermined	Medium (3-5 years)

Strategy 4. Protect and enhance green space in Homer to support critical habitat conservation, recreational access, and community well-being.

Action	Who	Estimated Costs	Target Timeframe
a. Complete priority upgrades to existing City parks, including Karen Hornaday Park, Bayview Park, and Jack Gist Park. 🛠	Parks, Art, Recreation and Culture Advisory Commission, Public Works Department, City Council	Karen Hornaday: $1.1M Jack Gist: $840k Bayview: $190k (all from FY26 CIP)	Medium (3-5 years)
b. Continue to improve existing trails and public access points to meet the needs of families, seniors, and residents and visitors with limited mobility. 🛠	Parks, Art, Recreation and Culture Advisory Commission, Public Works Department, ADA Advisory Board	Undetermined	Ongoing
c. Enhance or improve safe public access to beaches at designated public access points as feasible. 🛠	Parks, Art, Recreation and Culture Advisory Commission, Public Works Department	Undetermined	Ongoing
d. Develop and implement a Master Park and Recreation Plan to proactively guide park maintenance, upgrades, and future facility needs. 🛠 ♦	City Administration, Parks, Art, Recreation and Culture Advisory Commission, Public Works Department	Undetermined	Medium (3-5 years)
e. Continue to develop a city strategy for targeted open space acquisition.	City Council	Undetermined	Long (more than 5 years)

Public Facilities and Services Action Plan

See Appendix A for a list of acronyms.

Funding Public Facilities and Services Priorities: *To support implementation of strategies and actions in this section, see potential funding opportunities B, G, I, K, M, N, O, P, Q, R, V, Y, Z.*

Icon Key: 🛠 Capital Project | ✱ Code Revision | ♦ Action Carried Over from 2018 Comprehensive Plan

Strategy 1. Provide safe, year-round public facilities for residents of all ages and abilities.

Action	Who	Estimated Costs	Target Timeframe
a. Maintain the library as a thriving community space for learning and connecting, including assessing the library's anticipated need for growth and improvements over the next decade and planning for upgrades. 🛠	Library Advisory Board, Library Department, Information Technology Department	Remodel engineering study: $75k (FY26 CIP)	Ongoing
b. Implement the 2023 City of Homer Americans with Disabilities Act (ADA) Transition Plan for Parks, Play Areas and Campgrounds and the Transition Plan for City Facilities to correct deficiencies and implement policies that increase accessibility of Homer's public facilities and recreation spaces. Priority sites for upgrades include City Hall, Karen Hornaday Park, the Nick Dudiak Fishing Lagoon Accessible Ramp and Fishing Platform, and removing parking and pavement barriers at City facilities. 🛠	ADA Advisory Board, Administration Department, Public Works Department, Port and Harbor Department	City Hall: $1.1M Fishing Lagoon Ramp & Platform: $770k Parking Barrier Removal: $386k (all from FY26 CIP)	Medium (3-5 years)
c. Plan for and construct a new, multi-purpose community center in Homer's downtown to serve the social, recreation, cultural, and educational needs of the Homer community. Preferred features include a general-purpose gymnasium, multi-purpose space for instructional programs, safe walking/running, dedicated space for youth, and possible emergency shelter. 🛠	Administration Department, Parks, Art, Recreation and Culture Advisory Commission, City Council	~$16.05M (FY26 CIP)	Medium (3-5 years)
d. Demolish the Homer Education and Recreation Complex (HERC) and identify opportunities for remediation of the site. 🛠	Administration Department, City Council	Undetermined	Long (more than 5 years)
e. Consider and evaluate changing the City's organizational structure to provide park facilities and recreation services by establishing a dedicated Parks and Recreation Department.	Administration Department, Finance Department, Public Works Department	Undetermined	Medium (3-5 years)

Action	Who	Estimated Costs	Target Timeframe
f. Maintain City facilities at levels that are sufficient to support events that draw visitors such as festivals and activities (e.g., clean restrooms on the Homer Spit ("the Spit"), RV dump stations, adequate trash collection, etc.). 🛠	Administration Department, Parks, Art, Recreation and Culture Advisory Commission, Public Works Department, Port and Harbor Department	Undetermined	Ongoing
g. Update the Homer Airport Terminal to address deferred maintenance and improve accessibility. 🛠	Public Works Department, Administration Department, City Council	$1.3 M for initial repairs and renovations (FY26 CIP)	Medium (3-5 years)

Strategy 2. Continue to provide high-quality water and sewer services within the City to meet current and anticipated demands.

Action	Who	Estimated Costs	Target Timeframe
a. Update the 2006 Water and Sewer Master Plan.	Administration Department, Public Works Department	Undetermined	Medium (3-5 years)
b. Continue to build, upgrade, and replace water and wastewater infrastructure to meet industry standards, changing regulatory requirements, and replace aging systems. ♦🛠	Public Works Department	$707k for wastewater treatment plant improvements $10.4 M for water storage and distribution improvements (FY26 CIP)	Ongoing
c. Maintain the water and sewer Capital Asset Repair and Maintenance Allowance (CARMA) funds for repair and replacement of facilities that serve existing customers.	Finance Department, Public Works Department, City Council	Undetermined	Ongoing
d. Use the Homer Accelerated Water and Sewer Program (HAWSP) to fund the design and construction of facilities that support new and existing customers.	Finance Department, Public Works Department	Undetermined	Ongoing
e. Continue to limit and manage development in the Bridge Creek Watershed Protection District to maintain its suitability as a drinking water source.	City Council, Community Development Department,	Undetermined	Ongoing

Action	Who	Estimated Costs	Target Timeframe
	Planning Commission, Public Works Department		

Strategy 3. Maintain and improve Port and Harbor infrastructure.

Action	Who	Estimated Costs	Target Timeframe
a. Develop a long-range Port and Harbor Management Plan that considers the environmental and economic significance of the Spit, the impacts of climate change, and natural hazards like earthquakes, tsunamis, and erosion.	Port and Harbor Advisory Commission, Port and Harbor Department	Erosion Mitigation: $4M (FY26 CIP)	Medium (3-5 years)
b. Maintain infrastructure to maximize longevity and ensure safety of users. 🛠	Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
c. Maintain and promote Homer's status as a "working waterfront" by being a partner for the Alaska Marine Highway System, the U.S. Coast Guard, commercial operations, and other state and federal partners.	Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
d. Plan for and construct a large vessel haul out facility. 🛠	Port and Harbor Advisory Commission, Port and Harbor Department	$5.3 M (from FY26 CIP)	Long (more than 5 years)
e. Consider opportunities to integrate complementary marine industrial and tourism uses, for example by constructing walking paths and viewing platforms that would allow visitors to observe aspects of the marine trades that they may not be able to see elsewhere. 🛠	Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
f. Continue to explore the operational, financial, and environmental feasibility of the harbor expansion and related infrastructure, including environmental review, geotechnical studies, and funding strategies to align with public safety, traffic, and parking objectives on the Spit. 🛠	Port and Harbor Department, Community Development Department, Port and Harbor Advisory Commission, City Administration, City Council	$278 mil (Fy26 CIP)	Long (5+ years)

Strategy 4. Develop new facilities to support access and safety on the Homer Spit.

Action	Who	Estimated Costs	Target Timeframe
a. Develop new non-motorized infrastructure providing safe access to the harbor and improve the accessibility of existing infrastructure, including ADA improvements at the Fishing Hole. 🛠	ADA Advisory Board, Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
b. Further Develop parking at the base of the spit such as on existing underutilized airport parking areas on Kachemak Drive, designate formal parking areas to minimize parking in unsuitable areas, and consider seasonal shuttles and pay-to-park options in congested areas to reduce traffic. 🛠	Port and Harbor Advisory Commission, Port and Harbor Department, City Council	Undetermined	Long (5+ years)
c. Evaluate the need for a new parking structure on the Spit that could also serve as a shelter-in-place location during tsunamis. 🛠	Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Long (5+ years)
d. Improve viewpoints for wildlife observation. 🛠	Port and Harbor Advisory Commission, Port and Harbor Department, Public Works Department, Planning Commission, Parks, Art, Recreation and Culture Advisory Commission	Undetermined	Short (1-2 years)
e. Evaluate the uses of City-owned property on the Spit and confirm uses align with the needs and aesthetics of the area.	Port and Harbor Advisory Commission, Port and Harbor Department, Community Development Department, Planning Commission	Undetermined	Short (1-2 years)

Housing Action Plan

See Appendix A for a list of acronyms.

Funding Housing Priorities: *To support implementation of strategies and actions in this section, see potential funding opportunities B, G, L, U.*

Icon Key: 🛠 Capital Project | ✱ Code Revision | ♦ Action Carried Over from 2018 Comprehensive Plan

Strategy 1. Implement zoning reforms to encourage attainable housing development for young people, families, seniors, college students, and seasonal workers.

Note: Actions associated with this strategy are encompassed in Land Use and Environment Strategy 2.

Strategy 2. Assess Homer's housing needs and maintain data collection.

Action	Who	Estimated Costs	Target Timeframe
a. Complete a housing stock report and buildable lands inventory.	Administration Department, Community Development Department	Undetermined	Medium (3-5 years)
b. Evaluate the City's land portfolio to identify any feasible opportunities for strategic dispositions.	Administration Department	Undetermined	Medium (3-5 years)
c. Update housing indicators annually to track housing issues, constraints, needs, and opportunities.	Administration Department, Community Development Department	Undetermined	Medium (3-5 years)
d. Monitor short-term rentals and their impact on the housing market and develop strategies to mitigate impacts of short-term rentals on year-round housing.	Administration Department, Community Development Department, City Council	Undetermined	Medium (3-5 years)

Economic Development Action Plan

See Appendix A for a list of acronyms.

Funding Economic Development Priorities: *To support implementation of strategies and actions in this section, see potential funding opportunities A, B, D, E, G, I, M, N, O, P, Q, R, T, U, V, W, Y.*

Icon Key: 🛠 Capital Project | ✱ Code Revision | ♦ Action Carried Over from 2018 Comprehensive Plan

Strategy 1. Invest in infrastructure that supports economic growth in key sectors.

Action	Who	Estimated Costs	Target Timeframe
a. Incentivize sustainable growth of the marine trades in Homer to expand services offered locally, create jobs, support fishing, increase the City's taxbase, and reduce the need to travel to other areas of Alaska and the Pacific Northwest. 🛠 ✱	Community Development Department, Planning Commission, Economic Development Commission, Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing
b. Continue to develop the Homer Spit (the Spit) in a fiscally and environmentally responsible manner to provide opportunities for marine trades and tourism. 🛠	Community Development Department, Planning Commission, Parks, Art, Recreation and Culture Advisory Commission, Economic Development Commission, Port and Harbor Advisory Commission, Port and Harbor Department	Undetermined	Ongoing

Strategy 2. Celebrate Homer's status as a vibrant hub for arts, culture, and community engagement.

Action	Who	Estimated Costs	Target Timeframe
a. Update the Parks, Art, Recreation, and Culture Needs Assessment, and continue to expand City partnerships with other organizations and entities to implement recommendations.	Parks, Art, Recreation and Culture Advisory Commission Administration Department	Undetermined	Medium (3-5 years)
b. Support arts and culture installations and spaces in the community, including Homer's museums and galleries and on the Spit. 🛠	Economic Development Commission, Parks, Art, Recreation and Culture Advisory Commission	Undetermined	Ongoing
c. Collaborate with citizen groups and nonprofit organizations to address community needs by providing limited technical assistance and the option to use City land or facilities at reduced rates. ♦	City Administration, City Council	Undetermined	Ongoing
d. Increase the presence of Alaska Native art, signage, and history around Homer.	Parks, Art, Recreation and Culture Advisory Commission, Public Works Department	Undetermined	Ongoing

Transportation Action Plan

See Appendix A for a list of acronyms.

Funding Transportation Priorities: *To support implementation of strategies and actions in this section, see potential funding opportunities A, B, C, F, G, K, S, X, Z.*

Icon Key: 🛠 Capital Project | ✱ Code Revision | ♦ Action Carried Over from 2018 Comprehensive Plan

Strategy 1. Build or improve safe roadway and pathway access and connections to key locations.

Action	Who	Estimated Costs	Target Timeframe
a. Improve non-motorized connections to schools. 🛠	Alaska Department of Transportation & Public Facilities, Community Development Department, Public Works Department, Kenai Peninsula Borough, Kenai Peninsula Borough School District	Undetermined	Varies
b. Implement recommendations in the Homer Wayfinding and Streetscape Plan. 🛠 ♦	Alaska Department of Transportation & Public Facilities, Community Development Department, Public Works Department	$278k (FY26 CIP)	Long (5+ years)
c. Implement the 2024 Homer Transportation Plan to guide investment priorities, design standards, and multimodal connectivity improvements.	Alaska Department of Transportation & Public Facilities, Community Development Department, Public Works Department	Varies	Long (5+ years)

Note: See the 2024 Homer Transportation Plan for related policies on the following topics: e-bike legislation, complete streets/all ages and abilities policy, traffic calming, bicycle safety campaign, parking study, neighborhood connectivity to schools, extension of the Homer All Ages and Abilities Pedestrian Pathway (HAPP) Loop, walking and biking infrastructure priorities, complete East-West connections.

Governance Action Plan

See Appendix A for a list of acronyms.

Funding Governance Priorities: *The below policies are all internal and no funding sources have been identified to support implementation.*

Icon Key: 🛠 Capital Project | ✱ Code Revision | ♦ Action Carried Over from 2018 Comprehensive Plan

Strategy 1. Develop a long-term fiscal plan that is proactive, sustainable, and responsive to short-term challenges and opportunities.

Action	Who	Estimated Costs	Target Timeframe
a. Establish a six-year budget framework to improve financial foresight and stability.	Administration Department, Finance Department	Undetermined	Medium (3-5 years)
b. Align the Capital Improvement Plan with the six-year budget.	Administration Department, Finance Department	Undetermined	Medium (3-5 years)
c. Implement asset management across all city departments.	Administration Department in coordination with all other City departments	Underdetermined	Medium (3-5 years)

Strategy 2. Diversify revenue streams to reduce dependence on sales and property taxes.

Action	Who	Estimated Costs	Target Timeframe
a. Increase financial reserves to mitigate risks from economic downturns or unexpected expenditures.	Administration Department, City Council, Finance Department	Undetermined	Medium (3-5 years)
b. Leverage City-owned land for development that aligns with economic and housing goals.	City Council, Community Development Department, Planning Commission	Undetermined	Medium (3-5 years)
c. Explore the feasibility of taxation options.	Administration Department, City Council, Finance Department	Undetermined	Medium (3-5 years)

Action	Who	Estimated Costs	Target Timeframe
d. Use tools such as bonds, tax increment financing (TIF), Business Improvement District (BID) assessments, and other mechanisms to finance infrastructure improvements and public amenities in designated redevelopment areas.	Administration Department, City Council, Community Development Department, Finance Department	Undetermined	Medium (3-5 years)
e. Offer property tax abatements (City-wide or targeted) to developers to incentivize investment in higher-density projects.	City Council, Community Development Department	Undetermined	Medium (3-5 years)
f. Support small business growth through targeted incentives to expand the local tax base.	City Council, Administration Department, Public Works Department	Undetermined	Medium (3-5 years)

Sustainability and Resilience Action Plan

See Appendix A for a list of acronyms.

Funding Sustainability and Resilience Priorities: *To support implementation of strategies and actions in this section, see potential funding opportunities A, B, C, E, F, G, H, I, J, K, Q, X.*

Icon Key: 🛠 Capital Project | ✱ Code Revision | ♦ Action Carried Over from 2018 Comprehensive Plan

Strategy 1. Modernize City operations for long-term efficiency and resilience.

Action	Who	Estimated Costs	Target Timeframe
a. Incorporate sustainability (long-term resource stewardship) and resilience (ability to adapt and recover from disruptions) into the design and evaluation of all City plans, policies, and capital projects. ✱	All City boards, commissions, departments	Undetermined	Ongoing
b. Conduct energy audits of City facilities and operations on a 10-year basis to identify cost-saving opportunities and inform capital upgrades. 🛠	Administration Department, Public Works Department	Undetermined	Medium (3-5 years)
c. Transition City facilities and assets to more efficient and lower-emission energy sources where feasible. 🛠	Administration Department, Public Works Department	Undetermined	Medium (3-5 years)
d. Continue to seek grant funding and technical assistance for projects that restore ecological functions, reduce flood risk, or enhance long-term resilience.	Administration Department, Public Works Department	Undetermined	Ongoing
e. Explore the use of local or alternative building materials to reduce building costs and improve resilience.	Administration Department, Public Works Department	Undetermined	Medium (3-5 years)

Strategy 2. Reduce risk from natural hazards through proactive siting and planning.

Action	Who	Estimated Costs	Target Timeframe
a. Relocate municipal buildings out of tsunami inundation zones where feasible and continue to consider hazard-prone or unsuitable areas in future development projects. 🛠	Administration Department, Community Development Department, Public Works Department	$11.4 M for Public Works facility (FY26 CIP)	Ongoing
b. Provide information and signage to educate residents and visitors about tsunami evacuation routes. 🛠	Administration Department, Public Works Department	Undetermined	Ongoing

Action	Who	Estimated Costs	Target Timeframe
c. Incorporate landslide risk analysis into City planning using tools such as LiDAR mapping and geotechnical field assessments, with an emphasis on bluff areas most vulnerable to development and climate impacts. 🛠	Community Development Department, Public Works Department	Undetermined	Medium (3-5 years)
d. Continue to implement the Homer Beach Policy and Management Plan, including enforcement of existing regulations, establishment of future regulations, and public education to maintain, preserve, protect, and promote enjoyment of Homer's beaches. ♦	Community Development Department, Planning Commission, Public Works Department, Parks, Art, Recreation and Culture Advisory Committee, Police Department, City Administration	Undetermined	Short (1-2 years)
e. Evaluate current bluff stability best practices in City infrastructure design standards, including guidance for street extensions, trails, utilities, and ROW projects near coastal or inland bluffs. Incorporate if needed.	Public Works Department, Planning Commission	Undetermined	Long (5+ years)

Strategy 3. Enhance natural drainage systems.

Action	Who	Estimated Costs	Target Timeframe
a. Update and adopt the City's Low-Impact Development Plan (also referred to as the Green Infrastructure – Stormwater Master Plan) to incorporate current data on erosion, water quality, and flooding. The updated plan should identify strategic opportunities for wetland preservation and enhancement as a form of natural stormwater management.	Community Development Department, Planning Commission, Public Works Department	Undetermined	Medium (3-5 years)
b. Continue to incorporate green infrastructure approaches (e.g., rain gardens, vegetated buffers, permeable surfaces) into City-led projects.	Public Works Department	Undetermined	Medium (3-5 years)
c. Continue to integrate wetlands, riparian areas, and other natural drainage features into the City's capital planning, permitting review, and long-term infrastructure decisions.	Community Development Department, Planning Commission, Public Works Department	Undetermined	Short (1-2 years), Ongoing
d. Explore incentives, recognition programs, or voluntary guidelines that encourage sustainable development practices on private land.	Community Development Department, Planning Commission, Public Works Department	Undetermined	Medium (3-5 years) long

Funding Opportunities to Support Implementation (alphabetically by name)

Below are potential funding opportunities to support implementation of the priorities in the comprehensive plan. The funding opportunities are referenced by letter in the "Potential Resources" columns in the action plan tables above. This list is intended to offer broad guidance for implementation. Details for each funding opportunity are likely to change over time, and some funding opportunities may not be renewed. At the time of plan development, the federal funding landscape is rapidly evolving, and these opportunities may no longer be available in the future. The list below was compiled prior to July 2025.

Each funding opportunity is summarized using the categories below:

- **Name**: The name of the funding opportunity, with a hyperlink to more information. Each funding opportunity was given a unique letter to use for reference in the action plan tables above.
- **Funder**: The agency or organization who funds the opportunity
- **Relevant Chapters**: The chapter(s) that are most relevant to the funding opportunity; when a chapter name is listed here, the funding opportunity is connected to one or more actions in the tables above.
- **Award Information:** Details regarding funding availability, minimum and maximum award amounts, estimated number of awards made annually, and other helpful insights. These numbers are subject to change and are based on most recent information; not all opportunities will have this level of detail.
- **Eligibility:** A description of who is eligible to apply for the grant (note: other entities not listed may also be eligible, check opportunity for further eligibility questions).
- **Description**: A summary of the purpose of the opportunity, including what types of projects/activities are eligible.
- **Due Date/Frequency**: The deadline for the funding opportunity and the typical frequency to apply based on past grant cycles.

A. Alaska State Capital Project Submission and Information System (CAPSIS)

Funder: Alaska State Legislature; Must contact Alaska State Representatives to begin the process.
Relevant Chapters: Land Use and Environment, Public Facilities & Services, Housing, Economic Development, Transportation, Sustainability and Resilience
Award Information: Amounts range. Recent trail and recreation projects have received between $1 and $6 million.
Eligibility: State, locality, or Congressional district
Description: The Alaska State Capital Project Submission and Information System (CAPSIS) is the system that allows organizations to submit funding requests for capital projects to their legislators for consideration and approval.
Due Date/Frequency: Annual; Contact Homer State Representatives in the fall to begin process.

B. Coastal Program FY25

Relevant Chapters: Land Use and Environment, Sustainability and Resilience
Funder: U.S. Dept. of the Interior (DOI), Fish and Wildlife Service (FWS)

Eligibility: City governments, Native American tribal governments & organizations, nonprofits
Award Information: Total Funding: $6M; Award Ceiling: $500K.
Description: The U.S. Fish and Wildlife Service (Service) Coastal Program is a community-based program that helps coastal areas with technical and financial support to address complex conservation challenges of priority coastal ecosystems. This support is mainly provided through cooperative agreements with conservation partners and landowners, including state and Tribal agencies. The goal is to restore and protect fish and wildlife habitats on both public and private lands. Coastal Program staff work with partners, stakeholders, and other Service programs in important areas for conservation. They set goals and priorities for habitat conservation in these focus areas. The program has specific lists of priority species and focus areas for each U.S. Fish and Wildlife Service region. Applicants seeking technical or financial assistance from the Coastal Program are required to contact a local Program office BEFORE developing or submitting an application. You can find this information in the current strategic plan at this link or by contacting your local Coastal Program office at this link. Projects are developed collaboratively by partners and Service field staff. All Coastal Program projects must align with the missions of the U.S. Department of the Interior, the U.S. Fish and Wildlife Service, and the Coastal Program. They are also based on sound biological principles and the best available science.
Due Date/Frequency: September 30, 2025.

C. Commercial Fishing Occupational Safety Training Project Grants

Funder: U.S. Department of Health & Human Services, Centers for Disease Control and Prevention - ERA
Relevant Chapters: Economic Development
Award Information: Max: $975,000; Min: $250,000; Estimated Total Program Funding: $3M; Expected # of Awards: 20.
Eligibility: Native American tribal organization or government, City governments, Small businesses, Nonprofits
Description: The goal of the training grant program is to enhance the quality and availability of safety training for United States commercial fishermen. Availability includes the frequency, geographic considerations, channels or partners of dissemination, culturally and/or educational appropriate training material, and other characteristics of a successful training program. As a result, the Coast Guard and NIOSH invite applications to support the development and implementation of training and education programs that: develop and deliver training which addresses the needs of commercial fishermen in the United States, provide qualified marine safety instructors, or otherwise accepted by the National Maritime Center instructors and faculty to conduct the training, evaluate the effectiveness and impact of the training program on reducing injuries among fishermen, and coordinate with existing training programs and partnerships with industry fishermen.
Due Date/Frequency: January 31, 2028.

D. Community Facilities Direct Loan and Grant Program, Alaska

Relevant Chapters: Economic Development, Sustainability and Resilience
Funder: U.S. Dept. of Agriculture (USDA), Rural Development (RD)
Award Information: Grants can be approved up to 75% of project; typical award range is up to $150K

Description: Funds can be used to purchase, construct, and/or improve essential community facilities, to purchase equipment, and to pay related project expenses. Examples of essential community facilities include: 1) Healthcare facilities such as hospitals, medical clinics, dental clinics, nursing homes, or assisted living facilities; 2) Public facilities such as town halls, courthouses, airport hangars, or street improvements; 3) Community support services such as child care centers, community centers, fairgrounds, or transitional housing; 4) Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles, or equipment; 5) Educational services such as museums, libraries, or private schools; and 6) Utility services such as telemedicine or distance learning equipment
Due Date/Frequency: Open Year Round.

E. Community Support for Marine Debris Removal

Relevant Chapters: Land Use and Environment, Sustainability and Resilience
Funder: NOAA and State of Alaska
Award Information: Total $2M. Award Ceiling $200K. # of awards: 10
Description: Projects may consist of onshore or boat-based activities to remove marine debris from coastal areas and waters, such as derelict fishing gear, beach litter, etc. Removal locations may include bays, marshes, and beaches as well as upstream sources such as coastal adjacent streams, rivers, ponds, and shorelines.
Due Date/Frequency: Anticipated release December 2025.

F. Congressionally Directed Spending (CDS)

Funder: United States Senate Committee on Appropriations; Need to contact senators for consideration (Sen. Murkowski / Sen. Sullivan)
Relevant Chapters: Land Use and Environment, Public Facilities & Services, Housing, Economic Development, Transportation, Sustainability and Resilience
Award Information: $200,000 to $14.4 million for selected infrastructure and community development projects. Average award amount for selected community development projects is $2 million.

Eligibility: State, locality, or Congressional district
Description: This process allows Alaskans to identify and receive federal assistance for needs in the state. The CDS has funded a range of infrastructure, energy, and community development projects. In 2023 the CDS through Murkowski's office secured funding for approximately 24 projects with an average award of $2 million ranging from $200,000 to $5.6 million.

Due Date/Frequency: Annual; FY26 requests were open from January 6, 2025, to March 31, 2025. Monitor in January 2026 for FY27 requests.

G. Emergency Management Performance Grants (EMPG)

Relevant Chapters: Sustainability and Resilience
Funder: State of Alaska Division of Homeland Security and Emergency Management (DHS&EM)
Award Information: 2024 EMPG Program funds will only be used to support emergency management staff salaries for activities outlined in your application work plan. Requires 50% match.
Description: The 2024 EMPG continues FEMA's and the Alaska DHS&EM's efforts to sustain and enhance all-hazards emergency management capabilities. Emergency management must coordinate for natural and man–made hazards, as well as technological events, that threaten the security of the homeland and the safety and well-being of citizens.
Due Date/Frequency: Annual and typically published between April and July.

H. Emergency Supplemental Historic Preservation Fund (ESHPF)

Relevant Chapters: Land Use and Environment, Public Facilities & Services, Economic Development, Sustainability and Resilience
Agency: National Park Service
Deadline: July 15, 2025
Award Information: Min: $75,000; Max: $15M; Est Total Program Funding: $48M; Expected # of Awards: n/a.
Description: The National Park Service Emergency Supplemental Historic Preservation Fund (ESHPF) program supports recovery, and related expenses, for historic and cultural resources in areas impacted by natural disasters occurring in calendar years 2023 and/or 2024 that have received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). Resources must be listed in or determined eligible by the applicable State Historic Preservation Office (SHPO) or Tribal Historic Preservation Office (THPO) for listing in the National Register of Historic Places, equivalent Tribal register, or designated a National Historic Landmark, either individually or as contributing to a district. Unlisted resources must be listed in the National Register or equivalent Tribal register by the conclusion of the grant. Eligible resources must have incurred damage by a natural disaster with a major disaster declaration in calendar years 2023 and/or 2024.

I. Environmental Regulatory Enhancement

Relevant Chapters: Land Use and Environment, Sustainability and Resilience
Funder: U.S. Dept. of Health and Human Services (HHS), Administration for Native Americans (ANA)
Award Information: Total Funding $2M; Award Floor $100K; Award Ceiling $900K; # of Awards: 4
Description: The ERE program enhances the ability of tribal governments to provide effective stewardship over the lands, water, and air that encompass their communities, following tribal cultural preservation and natural resource management priorities to achieve environmentally healthy and sustainable communities.
Due Date/Frequency: Anticipated release January 2026 / Annual.

J. First Nations Grant Programs

Relevant Chapters: Land Use and Environment, Sustainability and Resilience
Funder: First Nations Development Institute
Eligibility: Federal- and State-Recognized Tribal Governments, Native-controlled nonprofits, Native 7871 Organizations, Fiscally-sponsored Native community organizations.
Award Information: Depends on the program; recent program awards have ranged from $1,000 (Native Agriculture & Food Systems Investments Scholarship) to $50,000 (Advancing Tribal Conservation Easements Grant)
Description: Grants opportunities are available throughout the year to support tribal projects in the following program areas: Native Foods & Health, Native Youth, and Community Asset-Building.
Due Date/Frequency: Varies, grants tend to be one-time opportunities in specific subject areas. One recent grant opportunity included "Advancing Tribal Conservation Easements Grants."

K. Homes Production Grant Program

Relevant Chapters: Housing
Funder: U.S. Dept. of Housing and Urban Development (HUD)
Award Information: Total Funding $40M; Award Floor $1M; Award Ceiling: **$**2M**;** Est. # of Awards 20;
Cost sharing/matching required
Description: The Healthy Homes Production Program (HHP), part of HUD's broader Healthy Homes Initiative since 1999, aims to tackle multiple childhood diseases and injuries by addressing housing-related hazards comprehensively. Unlike programs targeting single hazards, HHP integrates efforts to control various environmental health and safety risks in housing units. Cost sharing/matching required. Key objectives include protecting vulnerable residents, such as children and elderly, from these hazards in low-income housing, promoting cost-effective healthy home practices, and building local capacity for sustainable hazard prevention. The program emphasizes collaboration between health and housing sectors, supports economic opportunities for low-income individuals, and ensures environmental justice and compliance with disability regulations. It aims to enhance housing quality while safeguarding public health through integrated, community-focused initiatives.
Due Date/Frequency: Last due September 3, 2024 / Annual.

L. Humanities in Place Grant Program

Funder: Mellon Foundation
Relevant Chapters: Economic Development, Public Facilities & Services
Award Information: Typical award range is $250,000 - $1 million.
Eligibility: Most grants are made to non-profit 501(c)(3) organizations. Proposals are accepted by invitation.
Description: Humanities in Place supports a fuller, more complex telling of American histories and lived experiences by deepening the range of how and where

our stories are told and by bringing a wider variety of voices into the public dialogue. Working with media, heritage and public spaces, history museums and other institutions, and conveners of shared experiences—including the digital or ephemeral—we strive to expand the public expression of the histories that have made us and the values we hold. Our program works across and within diverse communities, encouraging bold, innovative rethinking of past practice, as well as visionary new approaches for how to collectively understand, uplift, and celebrate more complete stories about who we are. Through the program's strategy of "Promote Greater Engagement and Understanding", these grants support projects and programs with a place-based focus that promote greater access, interaction, and exchange of stories and experiences toward a fuller appreciation and understanding of a wider variety of our histories, narratives, and expression. This grant supports exhibitions and interpretive materials and supports public places and institutions.

Deadline: Rolling.

M. Museums for America

Funder: Institute of Museum and Library Services (IMLS)
Relevant Chapters: Public Facilities & Services, Economic Development
Award Information: Total Program Funding $21.7 million, Award Floor $5,000, Award Ceiling $250,000 with an average of $180,825 per award . Est. # of Awards: 120
Eligibility: State, local, or tribal government or be a private, nonprofit organization, must qualify as a museum.
Description: This program supports museums of all sizes and disciplines in strategic, project-based efforts to serve the public through exhibitions, educational/interpretive programs, digital learning resources, professional development, community debate and dialogue, audience-focused studies, and/or collections management, curation, care, and conservation. This is a 1:1 cost-share funding opportunity.
Deadline: Forecasted for release with a November 14, 2025 deadline.

N. Port Infrastructure Development Program (PIDP)

Funder: U.S. Department of Transportation, Maritime Administration
Relevant Chapters: Economic Development, Public Facilities & Services
Award Information: Max: $125M; Min: $1M; Estimated Total Program Funding: $500M; Expected # of Awards: 40.
Eligibility: Native American tribal government, City governments, County governments
Description: Eligible projects for FY 2025 PIDP grants shall be located either within the boundary of a port, or outside the boundary of a port and directly related to port operations or to an intermodal connection to a port. Grants may be made for capital projects that will be used to improve the safety, efficiency, or reliability of: (1) the loading and unloading of goods; (2) the movements of goods into, out of, around, or within a port, such as for highway or rail infrastructure, intermodal facilities, freight intelligent transportation systems, and digital infrastructure systems; (3) operational improvements; (4) environmental improvements, including projects to improve port resilience; and (5) port and port-related infrastructure that supports seafood and seafood-

related businesses, including the loading and unloading of commercially harvested fish and fish products, seafood processing, cold storage, and other related infrastructure.
Due Date/Frequency: September 10, 2025.

O. Public Humanities Projects

Funder: National Endowment for the Humanities (NEH)
Relevant Chapters: Public Facilities & Services, Economic Development
Deadline: September 10, 2025
Award Information: Total Program Funding $5.5 million (both deadlines combined), Award Ceiling $400,000 ($550,000 with staff position added). Est. # of Awards: 13
Eligibility: a nonprofit organization, an accredited institution of higher education (public or nonprofit), state or local government or one of their agencies, a federally recognized Native American Tribal government.
Description: This program supports projects in three categories: Exhibitions (permanent, temporary, or traveling); interpretive programs at Historic Places; and Humanities Discussions. Projects must engage humanities scholarship to analyze significant themes in disciplines such as history, literature, ethics, and art history. Awards support projects that are intended to reach broad and diverse public audiences in non-classroom settings in the United States. Projects should engage with ideas that are accessible to the general public and employ appealing interpretive formats. Public Humanities Projects supports projects in three categories (Exhibitions, Historic Places, and Humanities Discussions), and at two funding levels (Planning and Implementation).

P. Public Works and Economic Adjustment Assistance Programs

Funder: Department of Commerce Economic Development Administration (EDA)
Relevant Chapters: Public Facilities & Services, Economic Development, Sustainability and Resilience
Award Information: Min: $100,000; Max: $30M; Expected # of Awards: 3,000.
Eligibility: District Organization; Indian Tribe or Consortium; State, County, City or political subdivision of a State; Institution of higher education; public or private non-profit organizations
Description: EDA intends to advance general economic development in accordance with EDA's investment priorities, but also to pursue projects that, where practicable, incorporate specific priorities related to equity, workforce development, and climate change resiliency so that investments can benefit everyone for decades to come. Each project funded must be consistent with at least one of EDA's Investment Priorities: Equity; Recovery & Resilience; Workforce Development; Manufacturing; Technology-Based Economic Development; Environmentally-Sustainable Development; and Exports & Foreign Direct Investment. Each project must be consistent with the region's current Comprehensive Economic Development Strategy (CEDS). Funds may be awarded through EDA's primarily construction-oriented Public Works program or through the Economic Adjustment Assistance (EAA) program, which provides investments to support a wide range of construction and non-construction activities. Applicants do not need to specify the program (Public Works or EAA) for which they are applying. EDA will consider the application under the most appropriate pool of funding.

Due Date/Frequency: There are no application submission deadlines. Applications will be accepted on an ongoing basis until the publication of a new PWEAA NOFO, cancellation of this PWEAA NOFO, or all available funds have been expended. EDA intends to review applications expeditiously upon receipt of the complete application.

Q. Rasmuson Foundation

Relevant Chapters: Public Facilities & Services, Economic Development
Deadline: Rolling
Award Information: Example project range, not a prediction of future amounts $35,000 - $1.5 million
Eligibility: Eligible organizations will either be an established 501(c)(3), or a local or Tribal government.
Description: Rasmuson Foundation offers a variety of grant programs to respond to community priorities, ranging from capital needs to programmatic or strategic projects. By not having restrictions on sectors or focus areas for our grantmaking, they look to their partners to identify what is most important to their communities. **Community Support Grants**: The Foundation anticipates awarding approximately 10 to 20 mid-sized grants annually, ranging from $35,000 - $250,000. **Legacy Grants**: The Foundation anticipates awarding approximately 10 to 15 grants over $250,000 annually. Legacy grants are most applicable to the Homer Strategic Priorities. Recent examples of awards at this level include a new childcare facility, a small business development program, a new hub for business and community connection, and the creation of a quota bank to promote rural and indigenous access to fisheries.

R. Recreational Trails Program Grant

Relevant Chapters: Land Use and Environment
Funder: Alaska Dept. of Natural Resources Division of Parks and Outdoor Recreation
Award Information: Award Floor: $0. Award Ceiling: $300,000 for Motorized/Motorized diversified projects and $200,000 for Non-motorized/Non-motorized diversified projects.
Description: DPOR offers this competitive, reimbursable, matching trail grant for maintaining public recreational trails and related facilities, and for safety and educational projects.
Due Date/Frequency: September 30, 2025 / Annual.

S. Save America's Treasures

Funder: National Endowment for the Humanities (NEH)
Relevant Chapters: Public Facilities & Services, Economic Development
Deadline: December 10, 2025 (forecasted)
Award Information: Total Program Funding $26.5 million in FY24, Award Ceiling $750,000 (FY24).

Eligibility: a nonprofit organization, an accredited institution of higher education (public or nonprofit), school districts, state or local government or one of their agencies, a federally recognized Native American Tribal government.
Description: This program provides preservation and/or conservation assistance to nationally significant historic properties and collections. Grants are awarded through a competitive process and require a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind. The grant program is administered by the National Park Service (NPS) in partnership with the National Endowment for the Arts (NEA), the National Endowment for the Humanities (NEH), and the Institute of Museum and Library Services (IMLS).

T. Small Surface Water and Groundwater Storage Projects (Small Storage Program)

Relevant Chapters: Public Facilities & Services, Economic Development, Sustainability and Resilience
Funder: U.S. Department of Interior, Bureau of Reclamation
Award Information: Total Funding $43.5M; Award Ceiling $30M; # of Awards: 7
Description: This program's objective is to enhance water storage opportunities for future generations by funding small surface water and groundwater storage projects. The program funds up to a 25% Federal cost-share to plan, design, and construct surface and groundwater storage projects between 200 and 30,000 acre-feet that will increase water storage or move water to or from a storage project.
Due Date/Frequency: Apr 17, 2026

U. Social and Economic Development Strategies for Alaska

Relevant Chapters: Economic Development
Funder: U.S. Dept. of Health and Human Services (HHS), Administration for Native Americans (ANA)
Award Information: Total Funding $2M; Award Floor $100K; Award Ceiling $900K; # of Awards: 3
Description: This program provides targeted support for community-based, Village-specific projects to improve and strengthen the administrative and management capacity of Alaska Native Village governments and governments that are central to social and economic self-sufficiency in Alaska. This announcement promotes economic and social self-sufficiency for Alaska Natives and is intended to respond to the unique governmental structures in Alaska at the Alaska Native Village level.
Due Date/Frequency: July 2025 / Annual.

V. Thriving Communities Grantmaking Program: Non-compete grants

Funder: Environmental Protection Agency / Philanthropy Northwest (administrator)
Relevant Chapters: Land Use and Environment, Sustainability and Resilience
Award Information: $75,000 non-compete grant option
Eligibility: Eligible applicants include those serving areas with populations of 50,000 or fewer people.

Description: Over three years, Philanthropy Northwest will be distributing over $40 million in grants to communities and tribal nations who have been negatively impacted by environmental changes in Alaska, Idaho, Oregon and Washington.
Due Date/Frequency: August 1, 2025. Complete non-compete grant request here.

W. United States Marine Highway Program (USMHP)

Funder: U.S. Department of Transportation, Maritime Administration
Relevant Chapters: Public Facilities & Services, Economic Development, Transportation
Award Information: Max: $14,042,621; Expected Number of Awards: 25. Includes a 20% minimum match requirement.
Eligibility: Native American tribal organization or government, City governments, Small businesses, Nonprofits
Description: The United States Marine Highway Program (USMHP) statute authorizes the U.S. Department of Transportation ("Department" or "DOT") to make grants to implement Projects or components of Projects that 1) provide a coordinated and capable alternative to landside transportation; mitigate or relieve landside congestion; promote Marine Highway Transportation; or use vessels documented under 46 U.S.C. chapter 121; and 2) develop, expand, or promote Marine Highway Transportation or shipper use of Marine Highway Transportation
Due Date/Frequency: July 15, 2025 / Annual

X. Water & Waste Disposal Loan & Grant Program in Alaska

Funder: USDA Rural Development
Relevant Chapters: Land Use and Environment, Public Facilities & Services
Award Information: Current loan interest rates effective 4/1/25: Poverty: 2.500%; Intermediate: 3.375%; Market: 4.250%.
Eligibility: Most state and local governmental entities, private nonprofits, federally-recognized tribes.
Description: This program provides funding, in the form of long-term low-interest loans, and grants (if funds are available) for clean and reliable drinking water systems, sanitary sewage disposal, sanitary solid waste disposal, and storm water drainage to households and businesses in eligible rural areas. Areas that may be served include: rural areas and towns with populations of 10,000 or less; Tribal lands in rural areas; and colonias. Funds may be used for drinking water sourcing, treatment, storage and distribution; sewer collection, transmission, treatment and disposal; solid waste collection, disposal and closure; and storm water collection, transmission and disposal.
Due Date/Frequency: Applications accepted on ongoing basis.

Appendix K: Border Expansion Process

The following is from the 2018 Homer Comprehensive Plan, Appendix B, to guide Chapter 7 Governance Strategy 4, Action e: *Develop a clear and orderly process to assess the need and apply for the expansion of the boundaries of the City of Homer, which is likely to be necessary over the coming decades as surrounding areas grow and develop.*

Summary

Develop a clear and open public process for future changes to City of Homer boundaries. Explore a planned, phased possible expansion; and initiate and establish regional planning processes with the Kenai Peninsula Borough.

Existing land use and future growth around the periphery of Homer has significant impacts on the quality of life, the environment, and the economy of those who live and work within city limits. As a consequence, the City needs to be open to the possibility of annexing lands beyond city boundaries. Some of the specific benefits for those in the annexed areas include:

- Access to water for domestic use
- Improved fire protection services
- Improved street maintenance and snow removal services
- Improved law enforcement services provided by the City police department (as continued growth in outlying areas requires more services than the Alaska State Troopers can provide)
- Local control over planning and zoning (when done in a manner that reflects local values, city planning and zoning authority can help avoid the intrusion of incompatible uses into neighborhoods and help maintain and increase property values)
- Right to vote for elected representatives in Homer, and serve on City Boards and Commissions (currently sales tax provides the majority of the city's revenue. People outside city boundaries pay sales tax but don't vote for the people who make the decisions about how sales tax money is spent)

Step 1: Develop a clear and orderly process to assess the need and apply for the expansion of the boundaries of the City of Homer, which is likely to be necessary over the coming decades as surrounding areas grow and develop.

Step 2: Develop a fair, planned process for involving affected members of the public when considering annexation.

Step 3: Develop land use and infrastructure policies to address issues such as access and water use for areas that may be annexed in the future.











Winners of the Homer Comprehensive Plan photo contest, clockwise from top left: Tim Hatfield, Kyra Wagner, Tim Hatfield, John Bushell, Derek Mueller

Introduced by:	Mayor
Date:	02/17/26
Hearing:	03/17/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2026-06

AN ORDINANCE AMENDING BOROUGH CODE SECTION KPB 17.10.100(F) REGARDING METHODS OF DISPOSITION

WHEREAS, KPB 17.10.100(F) provides for the methods of disposition of borough land by sealed bid sale or lease, but does not specify fair market value, fair market rental value, or rules and regulations for the sale or lease; and

WHEREAS, future competitive lease offerings of borough land will benefit from specifying fair market value, fair market rental value of land, and rules and regulations; and

WHEREAS, during its regularly-scheduled meeting on February 23, 2026, the Kenai Peninsula Borough Planning Commission held a public hearing regarding the proposed changes to KPB 17.10.100(F) and recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this ordinance amends KPB Code and will be codified.

SECTION 2. That KPB 17.10.100(F) is hereby amended as follows:

17.10.100. Methods of disposition.

…

F. Sealed Bid Sale or Lease. The assembly may by ordinance authorize the sale or lease of borough land by sealed bid. <u>The ordinance must specify the minimum acceptable bid, which will be fair market value or fair market rental value. Sale or lease of the land will be to the highest bidder who performs all the terms of the disposal. The mayor may promulgate rules and regulations for conducting the sale or lease.</u>

…

SECTION 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 4. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF*, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: E7AE03B0-EA5E-40E2-9740-686CBF91AE77

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, KPB Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Robert Ruffner, Planning Director

FROM: Aaron Hughes, Land Management Officer

DATE: February 5, 2026

RE: Ordinance 2026-06, Amending Borough Code Section 17.10.100(F) Regarding Methods of Disposition (Mayor)

KPB 17.10.100(F) provides for the methods of disposition of borough land by sealed bid sale or lease, but does not specify fair market value, fair market rental value, or rules and regulations for the sale or lease of borough lands.

The Land Management Division intends to utilize a competitive lease offering for future land lease offerings.

Making changes to borough code specifying fair market value, fair market rental value of land, and rules and regulations, will clarify requirements of future competitive lease offerings subject to administration and assembly approval.

The KPB Planning Commission will hold a public hearing regarding the proposed changes to KPB 17.10.100(F) during its regularly-scheduled meeting on February 23, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.

Introduced by: Mayor
Date: 03/17/26
Action:
Vote:

KENAI PENINSULA BOROUGH
RESOLUTION 2026-013

A RESOLUTION APPROVING AN AMENDMENT TO THE NIKISKI SENIOR CITIZENS, INC. FY2026 SENIOR GRANT PROGRAM BUDGET

WHEREAS, Nikiski Senior Citizens, Inc. (NSC) is requesting an amendment to the scope of its Senior Grant under KPB 5.22.070 to allow for the funds to be utilized to rebuild the boilers and replace the facility's hot water heater and circulation pump; and

WHEREAS, KPB 5.22.070(E) requires that any proposed changes to KPB's Senior Grant Program be approved by the Assembly; and

WHEREAS, rebuilding NSC's boilers and replacing the water heater and circulation pump are necessary in order to keep up with water demands required for lunch cleanup and other essential services of the center;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. The Mayor is authorized to issue an amendment to KPB's FY2026 Senior Grant Program agreement with Nikiski Senior Citizen, Inc. (NSC), approving a revised budget of $22,866 for the boiler, hot water heater, and circulation pump project at the facility owned and operated by NSC.

SECTION 2. That the budget revision in the amount of $22,866 will lapse at the end of FY2026.

SECTION 3. That all remaining terms of the grant agreement between KPB and the Nikiski Seniors Citizens, Inc. will remain in effect.

SECTION 4. That this resolution is effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 7F699C0A-6C15-45AB-AAAA-3F6B98BF09DE

Kenai Peninsula Borough
Grants Administration

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, Kenai Peninsula Borough

THRU: Peter A. Micciche, Mayor PAM
Brandi Harbaugh, Finance Director BH

FROM: Heather Geer, Grants Administrator & Community Liaison HG

DATE: March 5, 2026

RE: Resolution 2026-_013__, Approving an Amendment to the Nikiski Senior Citizens, Inc. FY2026 Senior Grant Program Budget (Mayor)

Nikiski Senior Citizens, Inc. (NSC) is requesting an amendment to the scope of their Senior Grant under KPB 5.22.070 to allow for the funds to be utilized to rebuild the boilers and replace the facility's hot water heater and circulation pump. KPB 5.22.070 (E) requires that any proposed changes to KPB's Senior Grant Program must be approved by the Assembly. NSC has indicated that the parts are difficult to source and the boilers are experiencing significant operational issues that require that the boilers be rebuilt and the hot water heater and circulation pump be replaced in order for the facility to fulfil it's obligations under the operating agreement with KPB.

The resoluytion authorizes the Mayor to amend Nikiski Senior Citizens, Inc.'s FY26 Senior Grant grant agreement.

Your consideration isappreciated.

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No.100.63190.43011 Amt $ 22,866

By: CJ _____ Date: 3/5/2026

Introduced by: Mayor
Date: 03/17/26
Action:
Vote:

KENAI PENINSULA BOROUGH
RESOLUTION 2026-014

A RESOLUTION AUTHORIZING A RECATEGORIZATION OF AN EXISTING FULL-TIME LEAD OPERATOR CLASSIFIED POSITION TO A FULL-TIME LANDFILL MANAGER ADMINISTRATIVE SERVICE POSITION AT THE HOMER LANDFILL AND APPROVING THE JOB DESCRIPTION

WHEREAS, this resolution will change a current classified service Lead Operator position to an administrative service employee position due to the supervisory, administrative, and operational authority required of the position to support current operations at the Homer Landfill; and reclassification; and

WHEREAS, the Lead Operator role at the Homer Landfill has transitioned from a primarily hands-on, peer-level position to one that requires independent decision-making, leadership oversight, and management accountability, with that transition in responsibilities the position job description and title will be revised to reflect the managerial and supervisory responsibilities of the position;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the Assembly hereby the recategorization of an existing full-time Lead Operator position in the classified service to a full-time permanent Landfill Manager at Homer Landfill and approves the accompanying job description addendum. The Landfill Manger position is an administrative service position under KPB 3.04.070 and is listed as a position within Appendix A to the Collective Bargaining Agreement between the Kenai Peninsula Borough and the Kenai Peninsula Borough Employees Association.

SECTION 2. That this resolution is effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 4E829022-B28A-4553-90C1-B7BFF18D3C1F

Kenai Peninsula Borough
Solid Waste Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Justen Huff, Human Resources Director

FROM: Eric Lervig, Acting Solid Waste Director

DATE: March 4, 2026

RE: Resolution 2026-_014_, Authorizing a Recategorization of an Existing Full-Time Lead Operator Classified Position to a Full-Time Landfill Manager Administrative Service Position at the Homer Landfill and Approving the Job Description (Mayor)

The purpose of this request is to change the current Union Lead Operator position to an Appendix A (non-union) employee due to the supervisory, administrative, and operational authority now required to effectively support current operations.

The Lead Operator role has transitioned from a primarily hands-on, peer-level position to one that requires independent decision-making, leadership oversight, and management accountability. The position now functions as a key operational extension of management and is essential to maintaining continuity, safety, compliance, and efficiency.

With the upcoming retirement of the Employee who currently serves in the Union Lead Operator position at the Homer Landfill, the position will transition to an Appendix A employee position and thereby will not displace a current union member in accordance with the current collective bargaining agreement between KPB and KBEA.

Your consideration is appreciated.

Manager

Service Type: Administrative Level 3 / Administrative Level 4 / Administrative Level 5 / Administrative Level 6

Definition: Under the general direction of the department director or designee, the Manager in a department is responsible for the administering, implementing, budgeting, planning, assigning and reviewing procedures, protocols and requirements related to the programs assigned by the department director to the Manager. Responsibilities include oversight and coordination of multiple activities and resources including any staff, supplies, equipment, funds, and/or contract resources.

Minimum Qualifications: Bachelor's degree in related field and two years of progressive responsible management experience in the related field; or Associate's Degree in related field and four years of progressive responsible management experience in the related field; or six years of progressively responsible management experience in the related field which demonstrates the ability to perform the duties of the position. Must possess leadership abilities, interpersonal skills, and written and verbal communication skills to be able to perform in a professional manner. A valid, unrestricted Alaska driver's license may be required.

Essential Functions:

1. Administers, budgets, plans, assigns, implements and reviews procedures, protocols and requirements related to the programs as assigned by the department director.

2. Monitors work progress to ensure compliance with pre-established objectives and schedules.

3. Ensures compliance with borough code for all work, and if required, state and federal laws, rules and regulations.

4. Ensures compliance with all departmental requirements associated with department outcomes.

5. Monitors departmental program budget, funds and expenditures, including compliance with all applicable standards and requirements.

6. Provides department director or immediate supervisor with regular work progress and financial reports, and makes recommendations on future departmental development.

7. Ensures record keeping and documentation guidelines are established and followed.

8. Coordinates, supervises and performs assigned functions and activities within the department.

9. Develops and implements procedures, operations and special projects.

10. Supervises staff as assigned.

11. Required to attend continuing education management related seminars as assigned.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit and to use hands and fingers dexterously to operate office equipment and small tools; occasionally transport up to 30 pounds; reach with hands and arms, and stand and walk (at times on uneven ground). Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position Description Record:

Date Updated: 03.19.2020

Reason for Update: Reformatted

Date Updated: 02.28.2012

Reason for Update: Adopted, Resolution 2012-014

Position Description: **ADDENDUM**
Kenai Peninsula Borough

Landfill Manager – Homer

Service Type: Administrative, Level 3

Definition: Under the direction of the Solid Waste Director, or their designee the ***Landfill Manager*** administers the efficient and costeffective operation of the Homer landfill while meeting or exceeding the requirements of the Alaska Department of Environmental Conservation landfill operating permit and the environmental laws, rules and standards of the State of Alaska and Federal Government. This position is responsible for support of contracted landfill sites.

Minimum Qualifications: Bachelor's degree in related field and two years of progressively more responsible management experience in the related field; or Associate's Degree in related field and at least four years of progressively more responsible management experience in the related field; or a minimum of six years of progressively more responsible management experience in the related field which demonstrates the ability to perform the duties of the position. Minimum of two years' work experience in the last 10 years operating heavy equipment. Must possess proven leadership abilities, interpersonal skills, and written and verbal communication skills to perform this role in a professional manner. Must possess analytical thinking skills and show a history of successful multitasking in a fast-paced environment. Must possess an intermediate working knowledge of MS Word, Excel and Outlook. A valid, unrestricted Alaska driver's license is required. Must be currently certified as a landfill manager (SWANA) or have the ability to obtain and sustain certification within twelve months.

Preferred Knowledge and Skills: Experience with the administration of contracts and working with contractors. Working knowledge of Subtitle D landfill regulations, knowledge of Alaska Pollutant Discharge Elimination System (APDES), and knowledge and experience with erosion control practices and devices. Management experience leading bargaining unit employees.

Required Training: Must complete training as required. Training may include, but will not be limited to, 40-hour hazardous waste certification, Manager of Landfill Operations certification, first aid, CPR, asbestos, CDL (commercial driver's license), OSHA or other health and safety training, and computer training.

Essential Functions:

1. Manages the operation of the Homer landfill and prepares environmental compliance reports, maintains site records, inspections, operational and maintenance logs for equipment and facility, parts supplies, inventory, personnel information, in written or computerized format as directed.

2. Prioritizes and schedules landfill operations, maintenance of landfill facilities, equipment and infrastructure. Calculates disposal volumes and densities from surveys.

3. Participates in the selection of department personnel. Ensures training and development needs are met for staff members, laborers, and vendors associated with project work.

4. Provides performance evaluation and feedback to team members, utilizes coaching and counseling techniques, as well as progressive discipline for performance deficiencies.

5. Operates, Maintains, repairs, and constructs improvements to solid waste equipment, vehicles, site and facilities and operates all heavy equipment and waste processing equipment in the facility and disposal areas. Maintains records, and monitors data.

6. Prepares requests for proposals, invitations for bid, specifications and contract documents as needed.

7. Supports the preparation, administration and oversight of the site contracts for Anchor Point, McNeil, Nanwalek, Port Graham and Rocky Ridge (Seldovia).

8. Participates in, reviews and updates the landfill operations plan, storm water pollution prevention plan, and environmental monitoring plan.

9. Collects samples and/or performs testing of water, soil and landfill gas as needed.

10. In conjunction with the KPB Safety Officer, the Landfill Manager will assist in the development of safety programs and conducts health, safety and other training. Ensures activities are conducted in a safe manner and that structures, utilities/services, and equipment comply with applicable codes and regulations.

11. Administers the Landfill budget, approves purchases and payments related to Landfill operations. Prepares draft annual landfill operating budget based on cost projections, new projects and estimated operating costs.

12. Proposes capital improvements, participates in the review of designs prepared by consultants, and oversees minor capital projects.

13. Supervises infrastructure additions and/or improvements.

14. Performs and/or supervises, environmental or geotechnical monitoring, site maintenance and surveying by staff and/or consultants.

15. Prepares reports and summaries for the Solid Waste Director or designee.

Other Duties:

1. As assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to use hands and fingers dexterously to operate tools or controls; reach with hands and arms; sit, stand, walk, climb, balance, stoop, kneel, crouch, and crawl; wear a respirator and other personal protective equipment; and communicate orally and in writing. Vision abilities required. The employee must frequently transport up to 50 pounds and occasionally transport up to 100 pounds. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.

Other Requirements:

Examination: A medical examination is required upon hire and at least every two years as prescribed by the employer.

Position Description Record:

Date Updated: 02.23.2026

Reason for Update: Created "Homer" Landfill Manager addendum to Manager

Introduced by: Tunseth
Date: 03/17/26
Action:
Vote:

KENAI PENINSULA BOROUGH
RESOLUTION 2026-012

A RESOLUTION CONFIRMING AN APPOINTMENT TO A NON-BOROUGH BOARD

WHEREAS, it is the duty of the Assembly President to make certain appointments and/or nominations to various borough and non-borough boards, commissions and committees; and

WHEREAS, the Borough Assembly's adopted Rules of Procedure (Resolution 96-020) require Assembly confirmation of all appointments to non-borough committees and boards by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the appointment listed below is confirmed as follows:

Cook Inlet Regional Citizens Advisory Council
Grace Merkes, Director, term expires April 2029

SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

COOK INLET RCAC

"The mission of the Council is to represent the citizens of Cook Inlet in promoting environmentally safe marine transportation and oil facility operations in Cook Inlet."

Members

Tourism Group

Alaska Native Group

Environmental Group

Recreation Group

Aquaculture Associations

Commercial Fishing Group

City of Kodiak

City of Kenai

City of Seldovia

City of Homer

Kodiak Island Borough

Kenai

RECEIVED
DEC 01 2025
OFFICE OF THE BOROUGH CLERK
KENAI PENINSULA BOROUGH

November 17, 2025

Kenai Peninsula Borough Assembly
144 N. Binkley St.
Soldotna, AK 99699

Assembly Members:

I am writing to advise you that the current term of the seat representing the Kenai Peninsula Borough on the Cook Inlet Regional Citizens Advisory Council (CIRCAC) Board of Directors, currently filled by Ms. Grace Merkes, is set to expire in April 2026 at the CIRCAC Annual Meeting.

The Oil Pollution Act of 1990 identifies stakeholder groups to be represented on the Council, and our Policies define a procedure for conducting the stakeholder group election or appointment process. This letter of notification is part of that process.

Other stakeholder groups are being notified today as well. In addition, CIRCAC takes this annual opportunity to advertise to seek membership from individual organizations active in all of the identified stakeholder groups.

Please don't hesitate to reach out should you have any questions or comments regarding this process; please contact me by email (shayloncochran@circac.org) or phone – 907-690-1687.

Speaking on behalf of the Board and staff, we value and appreciate your time and commitment to the mission of CIRCAC.

Sincerely,
Shaylon Cochran
Director of Communications and Public Outreach

Cc: Grace Merkes; Mayor Peter Micciche

Cook Inlet Regional Citizens Advisory Council * 8195 Kenai Spur Hwy, Kenai, AK 99611-8033
Phone: (907) 283-7222 * Fax (907) 283-6102
www.circac.org

Introduced by: Mayor
Date: 03/17/26
Action:
Vote:

KENAI PENINSULA BOROUGH
RESOLUTION 2026-015

A RESOLUTION AUTHORIZING FISCAL YEAR 2027 FEDERAL LEGISLATIVE PRIORITY PROJECT TO CONSTRUCT A CLASS I INJECTION WELL AT CENTRAL PENINSULA LANDFILL

WHEREAS, the Kenai Peninsula Borough (KPB) has urgent need of a capital project that is qualified for submission to Alaska's U.S. Senator Lisa Murkowski for a Congressionally Directed Spending request; and

WHEREAS, KPB's Solid Waste Department is experiencing a large volume of leachate accumulation at the Central Peninsula Landfill (CPL) that current leachate management methods cannot reduce in a significant manner resulting in the need for a more efficient and cost-effective method to address the current leachate volume; and

WHEREAS, current leachate management methods include operating an evaporator that utilizes costly surface transportation to the City of Kenai for disposal and a substantial amount of natural gas energy, a precious Alaska resource already in jeopardy of experiencing a supply shortfall as soon as 2027; and

WHEREAS, construction of a Class I injection well at CPL will provide a highly-efficient, cost-effective leachate management solution that will significantly reduce the leachate volume with a substantial reduction in natural gas utilization;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the Kenai Peninsula Borough's Congressional priority for fiscal year 2027 for request of construction of a Class I underground injection well is hereby adopted.

SECTION 2. That a copy of this resolution shall be submitted to U.S. Senator Murkowski to accompany the Kenai Peninsula Borough's capital project proposal.

SECTION 3. That this resolution is effective retroactively to February 2, 2026.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 91EC9160-6B95-4096-B34B-CD6D62E2AA83

Kenai Peninsula Borough
Grants Administration

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor PAM

FROM: Heather Geer, Grants Administrator & Community Liaison HG
Eric Lervig, Solid Waste Operations Acting Director EL
John Hedges, Purchasing & Contracting Director JH

DATE: March 5, 2026

RE: Resolution 2026- 015, Authorizing Fiscal Year 2027 Federal Legislative Priority Project for Construction of a Class I Underground Injection Well to Address Leachate Volume at Central Peninsula Landfill (Mayor)

The resolution requests Assembly approval of KPB's federal legislative priority request for fiscal year 2027. The request was submitted to U.S. Senator Murkowski's office through the Congressionally Directed Spending grant program portal on February 27th, 2026 and requests an accompanying resolution to demonstrate project support.

The legislative priority request focuses on addressing the large volume of leachate accumulation at Central Peninsula Landfill. Current leachate management consists of utilization of an evaporator and surface transportation of leachate to the City of Kenai. This current method of managing leachate cannot effectively reduce the current volume of leachate, is costly, and utilizes a substantial amount of natural gas energy, a precious Alaska resource already in jeopardy of experiencing a supply shortfall as soon as 2027.

A Class I injection well provides the highest level of environmental isolation while effectively addressing the significant volume of leachate and drastically reducing the consumption of precious natural gas resources, providing a highly-efficient, cost-effective leachate management solution with several environmental and community benefits. Once permitted and operational, an injection well offers potential to create a self-sustaining or revenue positive program beyond capital cost recovery and offsetting annual operating costs, with possible revenue generation opportunities including acceptance of approved waste for a per-gallon disposal fee and providing disposal services to regional industries or municipalities.

The primary goal of the project is to implement a highly effective leachate management method with considerable long-term savings by significantly reducing precious natural gas consumption at the landfill, eliminating the need for ongoing landfill construction and reducing hauling, fuel and labor expenses associated with off-site disposal.

Your consideration is appreciated.

Introduced by: Mayor
Date: 03/17/26
Action:
Vote:

KENAI PENINSULA BOROUGH
RESOLUTION 2026-016

A RESOLUTION REQUESTING THE STATE LEGISLATURE AMEND ALASKA STATUTES SECTION 14.17.410 TO REDUCE STATUTORY DISINCENTIVES FOR SCHOOL CLOSURE OR CONSOLIDATION DECISIONS

WHEREAS, Alaska Statutes (AS) 14.17.410 includes provisions related to school closures and consolidations; and

WHEREAS, AS 14.17.410(b)(1)(H) provides that "notwithstanding (A)--(C) of this paragraph, if one or more schools close and consolidate with one or more other schools in the same community and district and, as a result of the consolidation, basic need generated by the district's ADM of the consolidated schools as adjusted under (A)--(C) of this paragraph decreases, the district may use the last fiscal year before the consolidation as the base fiscal year to offset that decrease for the first four fiscal years following consolidation according to the following method: …"; and

WHEREAS, AS 14.17.410(b)(1)(H) is known as the hold harmless provision by providing a four-year alternative ADM calculation method if a district's basic need generated by the district's ADM will be decreased following a consolidation decision; and

WHEREAS, AS 14.17.410(b)(1)(K) provides that " a district that offsets a decrease under (H) of this paragraph may not reopen a school that was closed for consolidation in the district until

(i) seven or more years have passed since the school closure; and
(ii) the district provides evidence satisfactory to the department that the schools affected by the consolidation are over capacity"; and

WHEREAS, AS 14.17.410(b)(1)(L) provides that "a district may not reopen and reconsolidate a school that was consolidated in the district more than once every seven years for purposes of the calculations made under (H) of this paragraph"; and

WHEREAS, there is a three-year gap between the funding hold harmless provisions and the seven-year prohibition for reopening a school in the event the hold harmless provision is utilized; and

WHEREAS, this is not a request for additional funding, this is a request for the state to recognize the difficult cost controlling measures that districts are undertaking and for the state not to disincentive those decisions by arbitrarily limiting options for school consolidations or reopening of schools should the need arise;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the Assembly requests AS 14.17.410 be amended to align the "seven or more years" language regarding reopening a school under AS 14.17.410(b)(1)(K) with the four-year hold harmless provision under AS 14.17.410(b)(1)(H).

SECTION 2. That a copy of this resolution will be provided to all Alaska State Legislators

SECTION 3. That this resolution takes effect immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2026.

_____
Ryan Tunseth, Assembly President

ATTEST:

_____
Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 52FFEF58-A8D9-4A7C-B192-B8AE6793371E

Kenai Peninsula Borough
Mayor's Office

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

FROM: Peter A. Micciche, Mayor

DATE: March 5, 2026

SUBJECT: Resolution 2026-_016___, Requesting the State Legislature Amend Alaska Statutes Section 14.17.410 to Reduce Statutory Disincentives for School Closure or Consolidation Decisions (Mayor)

State funding formula for schools includes many factors including the total square footage of facilities used in delivering education to students. Closing or consolidating schools is a powerful option for districts to cut costs from their budgets as it saves them a great deal in facility expenses. However, this is only a substantial savings because of the state's hold harmless provision which allows school districts to avoid a reduction in funding from the state for the next four years even though they are maintaining less square footage. The provisions in AS 14.17.410(b)(1)(H) et seq., known as the "hold harmless" provisions and AS 14.17.410(b)(1)(K) prohibiting reopening a school that offsets a decrease under (H) for seven years, were enacted in 2018 via SB 216. At the time, the seven-year prohibition was put in place to avoid a continual consolidation cycle. The fear was that districts would close or consolidate a school to take advantage of the school funding "hold harmless" provisions only to turn around and reopen a closed school as soon as possible. This is flawed thinking and doesn't take into consideration that school closure and consolidation decisions are very difficult and often acrimonious for districts and communities. The decisions are not made lightly. Districts do not close a school in order to reap some perceived benefit under AS 14.17.410(b)(1)(H), which is a small potential financial offset in the face of much more impactful ~~s~~school and staffing decisions. If the fear is that districts will continually close and reopen schools simply to reap the benefits of AS 14.17.410(b)(1)(H), that fear is unfounded and unrealistic.

It was not anticipated at the time, but AS 14.17.410(b)(1)(K) now acts as a disincentive for good budgeting and cost saving decisions by school districts because it prohibits the reopening of a school for seven years if a district utilizes the four-year offset under the AS 14.17.410(b)(1)(H) hold harmless provisions. Therefore, at a minimum AS 14.17.410(b)(1)(K) should be amended to mirror the four-year offset under AS 14.17.410(b)(1)(H). The data does not support the justification for prohibiting a district from reopening a school for seven years if the district utilized the offset under AS 14.17.410(b)(1)(H).

Your consideration is appreciated.

Introduced by: Mayor
Date: 03/17/26
Action:
Vote:

KENAI PENINSULA BOROUGH
RESOLUTION 2026-017

A RESOLUTION REQUESTING THE STATE LEGISLATURE TO HOLD THE DETERMINATION OF FULL AND TRUE VALUE OF THE TAXABLE REAL AND PERSONAL PROPERTY UNDER ALASKA STATUTES SECTION 14.17.510 TO THE FY26 DETERMINATION FOR THREE YEARS

WHEREAS, Alaska Statutes (AS) 14.17.410 sets out the State's public school funding formula, the minimum mandatory local contribution, the maximum allowable local contribution, and provisions related to school closures and consolidations; and

WHEREAS, AS 14.17.410(b)(2) sets out, "The required local contribution of a city or borough school district is the equivalent of a 2.65 mill tax levy on the full and true value of the taxable real and personal property in the district as of January 1 of the second preceding fiscal year, as determined by the Department of Commerce, Community, and Economic Development under AS 14.17.510 and AS 29.45.110, not to exceed 45 percent of a district's basic need for the preceding fiscal year as determined under (1) of this subsection."; and

WHEREAS, AS 14.17.410(c) sets out, "In addition to the local contribution required under (b)(2) of this section, a city or borough school district in a fiscal year may make a local contribution of not more than the greater of

(1) the equivalent of a two mill tax levy on the full and true value of the taxable real and personal property in the district as of January 1 of the second preceding fiscal year, as determined by the Department of Commerce, Community, and Economic Development under AS 14.17.510 and AS 29.45.110; or

(2) 23 percent of the total of the district's basic need for the fiscal year under (b)(1) of this section and any additional funding distributed to the district in a fiscal year according to (b) of this section."; and

WHEREAS, AS 14.17.510 provides that the Department of Commerce, Community and Economic Development must determine full and true value for purposes of determining the amount of required local contribution under AS 14.17.410(b)(2); and

WHEREAS, this request does not seek additional funds from the State; and

WHEREAS, this request simply asks for a freeze on ever-escalating full and true value determinations that the Department makes under AS 14.17.510 without regard for local attempts to curb the significant escalation of "full and true value" determinations have on taxpayers; and

WHEREAS, the determination under AS 14.17.510 disregards local control, does not take into consideration actual revenue a municipality takes in, debt servicing, nor accounts for lost revenue from State programs that are no longer funded, such as new bond debt reimbursement or reimbursement for mandatory tax exemptions; and

WHEREAS, binding local contribution funding to a State-issued full and true value determination under AS 14.17.510 harms municipalities and will result in municipalities' local contribution outpacing the State's constitutional obligation to fund public schools; and

WHEREAS, municipalities must be allowed to adequately respond to assessment increases without fear of penalty from the State for school funding purposes in the form of determinations under AS 14.17.510 that does not account for economic realities;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the Assembly requests the State Legislature enact a three-year mortarium that holds the determination under AS 14.17.510 to the Fiscal Year 2026 determination. This will provide time to work toward a collaborative long-term solution on this issue and the intersection of local contribution and taxable values escalation.

SECTION 2. That the full and true value determination mandate set out in AS 14.17.510(a) serves to penalize municipal efforts to curb tax assessment increases and provides for State-issued full and true value determination that undermines local control. The emphasis on local control and self-governance is a signature aspect of the Alaska Constitution.

SECTION 3. That a copy of this resolution will be provided to all Alaska State Legislators.

SECTION 4. That this resolution takes effect immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF MARCH, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 3E57E56A-C252-4785-AA5A-ECE99F800E46

Kenai Peninsula Borough
Mayor's Office

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

FROM: Peter A. Micciche, Mayor

DATE: March 5, 2026

SUBJECT: Resolution 2026-_017_, Requesting the State Legislature Hold the Determination of Under Alaska Statutes Section 14.17.510, Regarding Full and True Value of Taxable Property, to the Fiscal Year 2026 Determination for Three Years (Mayor)

The Constitution of the State of Alaska mandates that the state provide and maintain a public school system. Escalating determinations of full and true value of taxable property under AS 14.17.510 works to shift the primary funding responsibility for a state-controlled public school system from the state to municipalities. Over the years there are a number of state funding promises that have not been kept, or unfunded state mandates. For example, despite statutory commitments to do so, the state is not funding new bond debt reimbursement and not reimbursing state-mandated tax exemptions.

This resolution does not ask the State for more funding. Instead, it seeks legislative recognition that the determination under AS 14.17.510 of what the State Assessor deems to be the "full and true value" of taxable property jeopardizes the viability of the local government structure in Alaska. The determination usurps local control and undermines the ability of municipalities to get control of escalating assessed values in response to constituent concerns.

Freezing the determination under AS 14.17.510 to the FY2026 determination for a three-year period will allow municipalities and the state to partner together and collaborate on pressing fiscal issues, including school funding.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	03/17/26
Hearing:	04/07/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-29

AN ORDINANCE APPROPRIATING FUNDS FROM THE NIKISKI SENIOR SERVICE AREA FUND BALANCE FOR PERSONNEL COSTS IN FY2026

WHEREAS, Nikiski Senior Citizens, Inc. (NSC) has requested an amendment to the scope of its Senior Grant under KPB 5.22.070 to allow for the funds to be utilized to rebuild the boilers and replace the facility's hot water heater and circulation pump; and

WHEREAS, rebuilding NSC's boilers and replacing the water heater and circulation pump are necessary in order to keep up with water demands required for lunch cleanup and other essential services of the center and its ability to ensure operations under the operating agreement; and

WHEREAS, Nikiski Senior Service area funds are intended to provide for services and programs for senior citizens within the service areas, not to provide capital support for NSC; and

WHEREAS, with approval of the amendment to the scope of the NSC's FY2026 General Fund Senior Grant program, NSC is requesting additional service area funds to provide for personnel costs of $22,866; and

WHEREAS, the , the Nikiski Senior Service Area Board, at its regularly scheduled meeting held on _____, 2026, recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. That funds in the amount of $22,866 are appropriated from the Nikiski Senior Service Area Fund balance to account 280.63190.43011 for additional personnel costs in FY2026.

SECTION 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 4. This ordinance shall become effective retroactively to February 28, 2026.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS DAY * OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 6B132DC0-7B5B-430E-9896-D67B98495F10

Kenai Peninsula Borough
Finance

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, Kenai Peninsula Borough

THRU: Peter A. Micciche, Mayor

FROM: Brandi Harbaugh, Finance Director

DATE: March 5, 2026

RE: Ordinance 2025-19- 29, Appropriating Funds from the Nikiski Senior Citizens Service Area Fund Balance for Additional Personnel Costs for FY2026 (Mayor)

Nikiski Senior Citizens, Inc. (NSC) requested an amendment to the scope of their Senior Grant under KPB 5.22.070 to allow for the funds to be utilized to rebuild the boilers and replace the facility's hot water heater and circulation pump. KPB 5.22.070(E) requires that any proposed changes to the borough Senior Grant Program must be approved by the Assembly. NSC has indicated that the parts are difficult to source and the boilers are experiencing significant operational issues that require that the boilers be rebuilt and the hot water heater and circulation pump be replaced in order for the facility to fulfil it's obligations under the operating agreement with the Kenai Peninsula Borough.

As a result of the change in scope for the FY2026 General fund Senior Grant Program for Nikiski Senior Inc. from personnel to the boiler project, NSC is requesting a supplemental appropriation of $22,866 from the Nikiski Senior Service Area Fund Balance to fund the personnel that was originally budgeted to be paid for with the FY26 General Fund Senior grant funds.

At the February _____, 2026 Nikiski Senior Service Area meeting, the board recommended support for supplemental funding to rebuild the boilers and purchase the hot water heater and circulator pump for NSC's facility.

Your consideration is appreciated.

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No. 280-27900 Amt $ 22,866

By: Chad Friedersdorff Date: 3/5/2026

Introduced by:	Mayor
Date:	03/17/26
Hearing:	04/07/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-30

AN ORDINANCE APPROPRIATING INSURANCE PROCEEDS AND ADDITIONAL LOCAL FUNDS FOR STRUCTURAL REPAIRS AT KENAI CENTRAL HIGH SCHOOL VOCATIONAL BUILDING

WHEREAS, in November 2022, the Kenai Central High School Vocational Building suffered significant structural failure involving roof trusses; and

WHEREAS, this ordinance appropriates the insurance proceeds received for the property damage claim and appropriates additional funds from the General Fund to cover the total estimated cost of the repairs; and

WHEREAS, the appropriation of fund balance for a large-scale structural repair on a KPB-owned facility does not implicate the local school funding contribution;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. That $347,834.15 in insurance proceeds claim number K019M are appropriated to account 400.73021.K019M.49999 for the structural roof repairs at the Kenai Central High School Votec Building project.

SECTION 3. That $1,500,000 is appropriated from the General Fund fund balance to account 400.73021.K019M.49999, for the structural roof repairs at the Kenai Central High School Votec Building project.

SECTION 4. That the appropriations made in this ordinance are of project length in nature and as such, do not lapse at the end of any particular fiscal year.

SECTION 5. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 6. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: B2529E26-DA4F-4665-8116-0DC8665B37F3

Kenai Peninsula Borough
Maintenance Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Brandi Harbaugh, Finance Director

FROM: Nick Kemp, Maintenance Director

DATE: March 5, 2026

RE: Ordinance 2025-19-30 , Appropriating Insurance Proceeds and Additional Local Funds for Structural Repairs at Kenai Central High School Vocational Building (Mayor)

The ordinance appropriates insurance proceeds along with an additional $1,500,000 from the General Fund, fund balance, to complete the structural roof repairs necessary for continued operations at the Kenai Central High School Votec Building (Votec Building).

In November 2022, the Votec Building experienced a significant structural failure involving the roof trusses above the welding shop. Four trusses in the center of the shop and one in the foyer fractured under a snow load measured at 25 pounds per square foot, well below the building's original design capacity of 40 pounds per square foot. As a result, the allowable snow load was reduced to 15 pounds per square foot, requiring manual snow removal every six inches to prevent further damage. This temporary measure is not sustainable for long-term operations.

Engineering assessments and design work are now complete, and the Maintenance Department is prepared to move forward with construction. These repairs are essential not only to restore full and safe use of the facility, but also to allow progress on the Borough's planned upgrades to the welding shop ventilation system, which cannot proceed until the structural issues are resolved.

The total estimated cost for the structural roof repair project at the Votec Building is $1,847,834.15. KPB received insurance proceeds for this property damage claim in the amount of $ 347,834.15.

Approval of this ordinance will provide the resources necessary to complete the structural repairs and return the Votec Building to full, reliable service for students and staff.

Your consideration is appreciated.

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No. 100.27900 Amt $1,500,000

Acct. No. 400.K019M.37315 Amt $347,834.15

By: CJ Date: 3/5/2026

Introduced by:	Mayor
Date:	03/17/26
Hearing:	04/07/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-28

AN ORDINANCE APPROPRIATING $100,000 IN SUPPLEMENTAL FUNDING FROM THE GENERAL FUND TO REPLACE SEWARD HIGH SCHOOL'S GYM FLOOR

WHEREAS, this supplemental appropriation is to complete the Seward High School Gym Floor Replacement Project; and

WHEREAS, the General Fund Fund has fund balance available to support the appropriation;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. That $100,000 in supplemental funds is appropriated from the General Fund fund balance to account 400.75020.26755.49999, for replacement of the Seward High School's Gym Floor.

SECTION 3. That appropriations made in this ordinance are project length in nature and as such do not lapse at the end of any particular fiscal year.

SECTION 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 5. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: AD357AB0-E408-4F84-A8AF-7ED138F7A130

Kenai Peninsula Borough
Maintenance Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor PAM
Brandi Harbaugh, Finance Director BH

FROM: Nick Kemp, Maintenance Director NK

DATE: March 5, 2026

RE: Ordinance 2025-19-_28_, Appropriating $100,000 in Supplemental Funds from the General Fund to Replace Seward High School's Gym Floor (Mayor)

The ordinance requests an appropriation of $100,000 from the General Fund fund balance to provide the additional support necessary to complete the Seward High School Gym Floor Replacement Project. KPB previously appropriated $110,000 for design. Ordinance 2025-19-04 appropriated $207,400 for construction of the new gym floor. Following completion of the design phase, several unforeseen conditions were identified that will increase the total project cost.

These conditions include the discovery of poorly constructed cold joints requiring structural filler, additional cracking that allows ground moisture to migrate upward into the gym slab, and an overall ½-inch height discrepancy associated with the existing floor system. Addressing these issues will require modifications to adjacent flooring and door assemblies to ensure proper transitions and long-term performance and ADA compliance.

To ensure the Maintenance Department can complete this project in advance of the Fall school schedule, supplemental funding is requested.

Your consideration is appreciated.

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No. 100-27910 Amount $100,000

By: CJ Date: 3/4/2026

Introduced by:	Mayor
Date:	08/05/25
Hearing:	08/19/25
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-04

AN ORDINANCE APPROPRIATING FUNDS FROM THE SCHOOL CAPITAL PROJECT FUND FOR THE SEWARD HIGH SCHOOL FLOORING REPLACEMENT PROJECT

WHEREAS, the Seward High School gym floor has reached the end of its useful life; and

WHEREAS, a new gym floor will mitigate risks associated with an aging, cracked gym floor and provide a floor engineered to have a 30 to 50 year useful life;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. That $207,400 is appropriated from the School Capital Project Fund fund balance to account 400.75020.26755.49999 for the Seward High School gym floor replacement project.

SECTION 3. That appropriations made in this ordinance are project length in nature and as such do not lapse at the end of any particular fiscal year.

SECTION 4. That if any provision of this ordinance or its application is determined to be invalid, the remaining provisions shall continue in full force and effect.

SECTION 5. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF AUGUST, 2025.

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

KENAI PENINSULA BOROUGH 1964

Yes:	Baisden, Cox, Cooper, Ecklund, Dunne, Johnson, Morton, Tunseth, Ribbens
No:	None
Absent:	None

Introduced by:	Mayor
Date:	03/17/26
Hearing:	04/07/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-31

AN ORDINANCE APPROPRIATING FUNDS FROM THE GENERAL FUND FOR SKYVIEW SCHOOL BOILER REPLACEMENT

WHEREAS, this project is to replace two boilers serving Skyview School which have operated far beyond intended service life; and

WHEREAS, the appropriation of fund balance for a large-scale mechanical upgrade on a KPB-owned facility does not implicate the local school funding contribution;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. That $1,900,000 is appropriated from the General Fund fund balance to account 400.71180.SKYBO.49999, for the boiler replacement project at Skyview School.

SECTION 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 4. That appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

SECTION 5 That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 69113000-3A86-4D2A-99B3-66CD2A7F75DF

Kenai Peninsula Borough
Maintenance Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Brandi Harbaugh, Finance Director

FROM: Nick Kemp, Maintenance Director

DATE: March 10, 2026

RE: Ordinance 2025-19-_31_, Appropriating Funds from the General Fund for Skyview Middle School Boiler Replacements (Mayor)

The ordinance requests an appropriation of $1,900,000 from the General Fund to replace two boilers serving Skyview Middle School. This heating system is operating well beyond its intended service life. Each boiler set is actively leaking, and their original 1980s-era efficiency has further deteriorated, resulting in increased maintenance demands and reduced operational reliability.

The scale and cost of these replacements cannot be absorbed within the annual operating budget, as the total project cost represents nearly half of KPB's annual educational capital allocation. While the Maintenance Department has historically completed similar projects in-house to reduce cost and expedite delivery, the size and complexity of this work exceed internal capacity. To ensure the projects are ready for construction upon funding approval, engineering has been advanced to the 100% design stage.

Completion of these upgrades will eliminate the ongoing burden of maintaining the aging boiler systems and will allow staff to redirect time and resources toward higher-priority operational needs. To support this effort and ensure continued routine maintenance at Skyview Middle School, supplemental funding from the General Fund fund balance is requested.

Thank you for your consideration.

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No. 100-27900 Amount $1,900,000

By: CJ Date: 3/10/2026

Introduced by:	Mayor
Date:	03/17/26
Hearing:	04/07/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-32

AN ORDINANCE ACCEPTING AND APPROPRIATING CODE BLUE GRANT FUNDS FROM THE SOUTHERN REGION EMERGENCY MEDICAL SERVICES, INC. ON BEHALF OF BEAR CREEK FIRE SERVICE AREA

WHEREAS, KPB's Bear Creek Fire Service Area (BCFSA) Area was approved for a State of Alaska Code Blue Grant through Southern Region Emergency Medical Services Council, Inc. (Southern Region) for partial funding for the purchase of a powered ambulance cot in the amount of $14,000 which is quoted at $33,180.66; and

WHEREAS, the remaining balance of $19,180.66 and 1% admin fee of $331.81 are included in the FY2026 capital projects budget; and

WHEREAS, the BCFSA Board, at its regularly scheduled meeting on January 14, 2025 recommended approval by unanimous consent;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. The Mayor is hereby authorized to enter into an agreement with the Southern Region Emergency Medical Services, Inc. and execute any other documents deemed necessary to accept the grant funds and fulfill the intents and purposes of this ordinance.

SECTION 3. Code Blue Grant funds of $14,000 are appropriated to the Bear Creek Fire Service Area Capital Project Fund account number 442.51210.26SR2.49999 to be used in conjunction with the already appropriated capital project fund match and 1% admin fee of $19,319.27 for the purchase of one Power-PRO 2 powered ambulance cot.

SECTION 4. That appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year

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SECTION 5. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 6. This ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: F66675C0-D478-4238-95F0-F566025D2C50

Kenai Peninsula Borough
Grants Administration

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor PAM
Brandi Harbaugh, Finance Director BH
Richard Brackin, Fire Chief, Bear Creek Fire Emergency Service Area RB

FROM: Heather Geer, Grants Administrator & Community Liaison HG

DATE: March 5, 2026

RE: Ordinance 2025-19-_32_, Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Bear Creek Fire Emergency Service Area (Mayor)

KPB's Bear Creek Fire Service Area (BCFSA) applied for State of Alaska Code Blue Grants through the Southern Region Emergency Medical Services Council, Inc. (Southern Region) in February 2025 for the purchase of a Power-PRO 2 powered ambulance cot for the 2026 North Star 147-1 Ambulance.

On January 7, 2026, BCFSA received notification that the Southern Region approved funding of $14,000, leaving a balance totaling $19,319.27 which includes the required local match, 1% admin fee and unmet portion. The match, admin fee and unmet portion are currently available in the service area capital projects fund.

At its meeting held on January 14, 2025, the BCFSA Board unanimously recommended accepting the grant funds and appropriating the match for the ambulance project.

Your consideration is appreciated.

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No.442.00000.26SR2.35102_Amt $ 14,000.00

Acct. No._442.51210.26426.49999 Amt $ 19,180.66

By: CJ _____ Date: 3/5/2026

Introduced by:	Mayor
Date:	03/17/26
Hearing:	04/07/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-33

AN ORDINANCE ACCEPTING AND APPROPRIATING CODE BLUE GRANT FUNDS FROM THE SOUTHERN REGION EMERGENCY MEDICAL SERVICES, INC. ON BEHALF OF NIKISKI FIRE SERVICE AREA

WHEREAS, KPB's Nikiski Fire Service Area (NFSA) was recently approved for a State of Alaska Code Blue Grant through the Southern Region Emergency Medical Services Council, Inc. for partial funding for the purchase of one 2026 Med Stat 250 Base Unit Utility Task Vehicle (UTV) off-road ambulance in the amount of $50,000 toward the purchase of the off-road ambulance which is quoted at $103,752 purchase price; and

WHEREAS, the remaining balance of $53,752 which is available in the capital project fund; and

WHEREAS, the NFSA Board, at its regularly scheduled meeting held on on February 11, 2026, recommended approval by unanimous consent;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. The Mayor is hereby authorized to enter into an agreement with the Southern Region Emergency Medical Services, Inc. and execute any other documents deemed necessary to accept the grant funds and fulfill the intents and purposes of this ordinance.

SECTION 3. Code Blue Grant funds of $50,000 are appropriated to the Nikiski Fire Service Area Capital Project Fund account number 441.51110.26SR1.49999 to be used in conjunction with the already appropriated capital fund match of $19,180.66 for the purchase of one Power-PRO 2 powered ambulance cot.

SECTION 4. That appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

SECTION 5. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 6. This ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: ADFA23C9-0529-4CFE-A19A-793271CC2739

Kenai Peninsula Borough
Grants Administration

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, Kenai Peninsula Borough

THRU: Peter A. Micciche, Mayor
Brandi Harbaugh, Finance Director
John Harris, Fire Chief, Nikiski Fire Service Area

FROM: Heather Geer, Grants Administrator & Community Liaison

DATE: March 5, 2026

RE: Ordinance 2025-19-33, Accepting and Appropriating Code Blue Grant Funds from the Southern Region Emergency Medical Services, Inc. on Behalf of Nikiski Fire Emergency Service Area (Mayor)

KPB's Nikiski Fire Service Area applied for State of Alaska Code Blue Grants through the Southern Region Emergency Medical Services Council, Inc. (Southern Region) in October 2024 for the purchase of a 2026 Med Stat 250 Base Unit Utility Task Vehicle (UTV) off-road ambulance.

On January 22, 2026, the Nikiski Fire Service Area received notification that the Southern Region approved funding of $50,000, leaving a balance totaling $54,247.05 which includes the required local match, admin fee and the unmet portion. The match and unmet portion are currently available in the service area capital projects fund.

At its meeting held on February 11, 2026, Nikiski Fire Service Area Board unanimously recommended accepting the grant funds and approving the local match.

Your consideration is appreciated.

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No. 441.00000.26SR1.35102 Amt $ 50,000

Acct. No. 441.51110.26411.49999 Amt $ 53,752

By: _____ Date: 3/5/2026

Introduced by:	Mayor
Date:	03/17/26
Hearing:	04/07/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2026-10

AN ORDINANCE AUTHORIZING THE LEASE OF A MATERIAL SITE OWNED BY THE KENAI PENINSULA BOROUGH BY COMPETITIVE LEASE OFFERING THROUGH SEALED BID PROCEDURES

WHEREAS, the Kenai Peninsula Borough (KPB) has title to the land listed in Section 2 of this ordinance; and

WHEREAS, the land listed in Section 2 of this ordinance is classified as Resource Development pursuant to Resolution 95-003; and

WHEREAS, the proposed lease premises is an active material site, commonly known as the Eagle Lake Material Site, that produces gravel products important for development and infrastructure maintenance to the communities east of Homer; and

WHEREAS, the proposed lease is specifically for the development, extraction, operation and maintenance of a sand and gravel material site; and

WHEREAS, the proposed lease contains performance requirements to ensure seasonal availability of gravel products to local markets along with increased opportunities for gravel business development through lease terms; and

WHEREAS, sealed bid procedures ensure that the lease offering for the specified natural resources is orderly and fair; and

WHEREAS, the minimum acceptable bid set forth below is to be considered fair market rental value (FMRV) of the lease, which is then subject to annual adjustment and subject to royalties at a rate of $3.25 per cubic yard on sand and gravel quantities in excess of 25,000 cubic yards in a year; and

WHEREAS, the lease proposed to be offered is for an initial term to end December 31, 2030, with a 5-year renewal provision; and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regularly scheduled meeting held on _____, 2026, recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this is a non-code ordinance.

SECTION 2. That the lease premises listed below is authorized for offering by sealed bid at the minimum bid listed to be considered FMRV.

Parcel No.	Acres	LEASE PREMISES	General Location	Minimum Bid
PORTION OF 18515046	86.75 +/-	The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska as shown on Exhibit 2 of the Lease	Eagle Lake / Fox River	$4,166 Per Month Lease Amount OR $50,000 Annual Lease Amount

SECTION 3. That the lease will have an initial term to end December 31, 2030, and provide for a 5-year renewal if the lease is in good standing at time of renewal.

SECTION 4. That rent for the initial partial year, from commencement date of the lease to December 31, 2026, shall be prorated by the actual number of months and partial months for which rent is due and paid in 2026. Rent shall be adjusted by a 3% annual increase each January 1st. January 1, shall be determined to be the beginning of a new year in the lease term.

SECTION 5. That the lease will provide for the removal of a minimum of 15,000 cubic yards and a maximum of 25,000 cubic yards of material to be removed from the site on a calendar year basis, included in rent. Any amounts in excess of 25,000 cubic yards in a calendar year shall be conditioned on the payment of royalty at a rate of $3.25 per cubic yard. All volumes of material removed in the preceding year shall be measured, reported and paid by January 30th.

SECTION 6. That KPB will reserve rights of access through the lease premises along routes as specified in the lease.

SECTION 7. That the lease being offered for the Lease Premises described in Section 2 will be in the form substantially similar to the Material Site Lease Agreement accompanying this ordinance.

SECTION 8. That the method of disposal will be by sealed bid lease pursuant to KPB 17.10.100(F). The deadline date and time for receipt of sealed bids will be April 28, 2026, 4:00 p.m.. The location of receipt of sealed bids will be the borough Land Management front desk on the top floor at 144 N. Binkley Street, Soldotna, Alaska.

SECTION 9. That notice of sealed bid lease must be published in accordance with KPB 1.08.180. The last notice of sealed bid lease must appear not less than five calendar days before the date of sealed bid lease. The notice must contain a brief description of the land, the general location of the land and the terms of the sealed bid lease as fixed by this ordinance.

SECTION 10. That the Mayor, or designee, is hereby authorized to remove the authorized lease offering at KPB's discretion any time prior to execution of a lease.

SECTION 11. That, upon successful bid, the awarded bidder will first be required to submit a mining and reclamation plan and other required documents to then enter into the lease agreement of the subject lease premises. A bid deposit in the amount of 10% of the bid amount, will accompany the sealed bid. Only the bid deposit of the awarded bidder will be deposited and will be applied to the monthly rental amount due, except that if the awarded bidder breaches a term of the offering, preventing lease closing, KPB will retain up to the full amount of the of the bid deposit as liquidated damages. Bid deposits of all unsuccessful bidders will be returned within 3 weeks of the bid opening in the form received. Any person or entity who is delinquent in the payment of any tax, debt or obligation owed to KPB will not be eligible to lease KPB-owned land while the delinquency remains outstanding.

SECTION 12. That sealed bid records will contain all bid amounts and corresponding bidder/business names. In the event the highest bidder is unable to perform, the lease will be offered to the second position bidder for the amount of the second position bidder’s bid, provided that the bid amount is at or in excess of the established minimum bid amount. Bid results of the highest bidder only will be published on the KPB Land Sale Hub at www.kpb.us/landsales within 24 hours of bid opening. All bid results will be published at www.kpb.us/landsales within two business days of lease execution.

SECTION 13. That the lessee will be responsible for all title and other insurance requirements, survey, recording, and reporting costs, if any, for the duration of the lease term.

SECTION 14. That the Mayor is authorized to sign any documents necessary to effectuate this ordinance.

SECTION 15. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 16. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS *DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 9F698795-A87B-450E-A35D-C13CA887DB80

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Robert Ruffner, Planning Director
Aaron Hughes, Land Management Officer

FROM: Marcus Mueller, Land Management Agent

DATE: March 5, 2026

RE: Ordinance 2026-10, Authorizing the Lease of a Material Site Owned by the Kenai Peninsula Borough by Competitive Lease Offering Through Sealed Bid Procedures (Mayor)

The Eagle Lake Material Site is located approximately 3 miles from mile 19 East End Road. The Kenai Peninsula Borough (KPB) Land Management Division has previously managed the site through a now-expired Concessionaire's Agreement. It is important to East End Road communities for the site to produce gravel products needed for development and infrastructure maintenance.

A lease has been prepared for public offering which would provide for the production of gravel for sale to local markets. A lease additionally provides greater opportunities for gravel business development through a broader set of choice making available under a lease, given fewer requirements and greater autonomy to pursue opportunities.

A sealed bid offering format will be used based on annual rent (a 12-month period). Because the initial period extends to December 31, 2026, the initial period will be prorated by the actual number of months that the lease is in place during the year. Lease rent will adjust with a 3% increase annually on January 1st of each year of the lease. The lease sets a minimum (15,000 cubic yards) and a maximum (25,000 cubic yards) yearly gravel quantities that are tied to the rent and performance requirements. A royalty provision sets a $3.25/cubic yard rate for gravel volumes that are in excess of the 25,000 cubic yard volume included in the rent each year. The proposed lease to be offered is for an initial term to end December 31, 2030, with a 5-year renewal provision. The lease premises is 86.75 acres, more or less, and contains the active material site and area for exploration and expansion. The lease requires a materials mining and reclamation plan, to be approved by the Land Management Officer.

A minimum bid amount representing the fair market rental value for a 12-month period, is proposed based upon land and resource values included in rent and considering the performance requirements necessary to produce the material, which includes operational maintenance of a mile long access road to the site's 1900' elevation, thick overburden removal, material qualities, and reclamation.

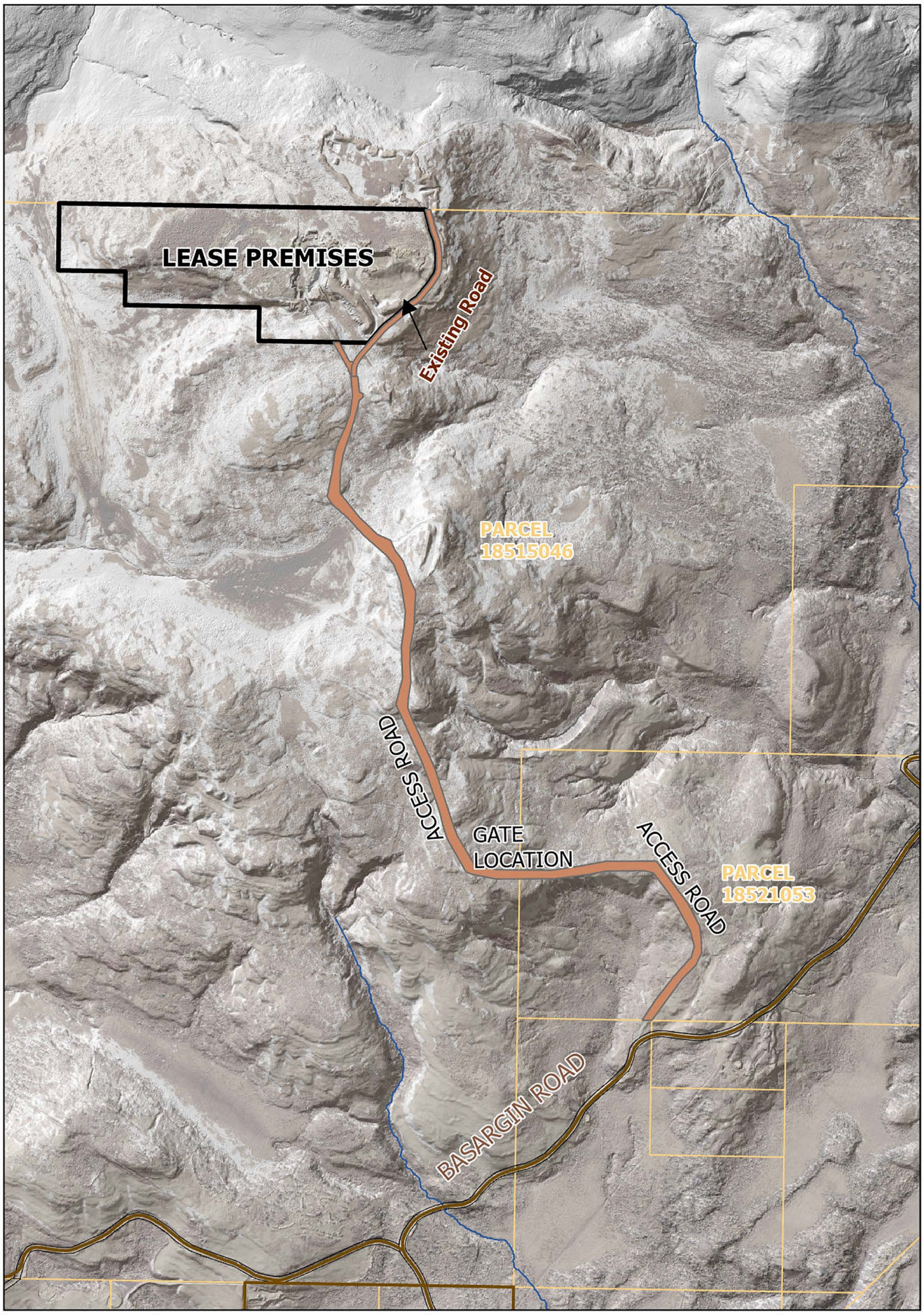
Docusign Envelope ID: 9F698795-A87B-450E-A35D-C13CA887DB80

The Sealed Bid receipt deadline is proposed for 4 p.m. April 28, 2026, with all bids to be received at the Land Management Division front desk located within the George A. Navarre Borough Building in Soldotna. A brochure will identify the lease being offered and provide instructions for participation and describe the subsequent lease award and closing process. Notice of the Sealed Bid Lease Offering will be published on the KPB Land Sale Hub at www.kpb.us/landsales along with a brochure, in addition to posting in three public places, in accordance with KPB 1.08.180.

The KPB Planning Commission will hold a public hearing regarding the proposed land sale on March 16, 2026, and will forward its recommendation to the Assembly.

Your consideration is appreciated.

EAGLE LAKE MATERIAL SITE LEASE PREMISES AND ACCESS ROAD



MATERIAL SITE LEASE AGREEMENT

This Material Site Lease Agreement (Agreement) is entered into by the Kenai Peninsula Borough, an Alaska municipal corporation, whose mailing address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB or Lessor), and_____, whose mailing address is _____ (Lessee) (together, the Parties). This Agreement becomes effective on the date of signature by KPB (the Effective Date).

PART I. BACKGROUND, AUTHORIZED CONTACT AND CONTRACT DOCUMENTS

1. BACKGROUND. Lessor owns certain real property located in the Kenai Peninsula Borough, in the State of Alaska, that is more particularly described in Exhibit 1 attached hereto (the Property). For good and valuable consideration, the Parties agree that Lessor will grant Lessee the right to use a portion of the Property, the Leased Premises identified in Section 4, "Description of Property", in accordance with the terms of this Agreement.

2. AUTHORIZED CONTACT. All communications about this Agreement must be directed as follows, and any reliance on a communication with a person other than who is listed below is at the Party's own risk.

LESSOR

Name: Kenai Peninsula Borough
Attn: Land Management Division
Re: Lease No. _____
144 N. Binkley St.
Soldotna, AK 99669

LESSEE

Name: _____
Attn: _____
Re: _____
_____

3. CONTRACT DOCUMENTS. As authorized by Kenai Peninsula Borough Ordinance _____, this Agreement is the final and complete understanding of the Parties. The following Exhibits and Appendices are attached and are considered part of this Agreement as well as anything incorporated by reference or attached to those Exhibits or Appendices:

Appendix A: Lease Provisions Required by KPB 17.10
Exhibit 1: Description of the Property and the Leased Premises
Exhibit 2: Leased Premises Depiction
Exhibit 3: Material Site Mining and Reclamation Plan
Exhibit 4: Memorandum of Lease

If in conflict, the order of precedence will be: the Agreement, Appendix A, Exhibit 1, Exhibit 2, Exhibit 3, and then Exhibit 4.

DRAFT

PART II. LEASE DESCRIPTION AND TERMS

4. DESCRIPTION OF PROPERTY. Subject to the terms and conditions of this Agreement, Lessor hereby grants to Lessee a leasehold interest in and to that certain portion of the Property containing 86.75 Acres, more or less, as described and depicted on Exhibit 1 and Exhibit 2 of this Agreement, attached hereto (collectively, the Leased Premises), for the specific purpose of development, extraction, operations, maintenance and reclamation of a Sand and Gravel Material Site as defined in Section 9, "Use" together with non-exclusive access beginning directly off of the Basargin Road right-of-way as depicted on Exhibit 2 of this Agreement.

5. TERM.

(a) The initial term will commence on the effective date and end on December 31, 2030 (the Initial Term). January 1 is determined to be the Anniversary Date for the lease term. That period between the commencement date and December 31, 2026 is considered a partial lease year, prorated by the number of months and partial months for which rent is due and paid.

(b) Lessee will have the right and option to extend the term of this Agreement for one (1) successive term of five (5) years (a Renewal Term), provided Lessee is not in default or in breach of this Agreement. The Renewal Term will commence automatically, unless Lessee delivers written notice to Lessor, not less than -ninety (90) days prior to the end of the then-current Term, of Lessee's intent not to renew, or unless Lessee is in default or in breach of this Agreement. For purposes of this Agreement**,** Term includes the Initial Term and any applicable Renewal Term.

(c) Should Lessee or any assignee, sublessee or licensee of Lessee hold over the Leased Premises or any part thereof after the expiration of this Agreement, such holdover will constitute and be construed as a tenancy from month-to-month only, upon the same terms and conditions and including a monthly escalation to the preceding Rent of fifteen percent (15%) in addition to a $8.00 per yard fee for any and all material removed during the holdover period.

6. TERMINATION.

This Agreement may be terminated as follows:

(a) by Lessee upon thirty (30) days prior written notice to Lessor, if Lessee is unable to obtain or maintain any required insurance, approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the development and operation of the Materials Site as now or hereafter intended by Lessee;

(b) by Lessee upon sixty (60) days prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to the remaining Rent due under the existing Term until such Term expires, and subject to removal requirements contained within Section 12, "Equipment, Fixtures, and Removal".

(c) by Lessor in the event of a default in the performance or observance of any of the Agreement terms or conditions, and if such default continues thirty (30) days after written notice of the default, KPB may cancel the Agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time in which the contract is in default.

7. RENT. Beginning on the Effective Date, Lessee must pay to Lessor a monthly rent payment of _____ Dollars ($_____.00) (Rent), at the address set forth above on or before the fifth (5th) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. On each

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Anniversary Date, determined to be January 1, Rent will adjust annually by three percent (3%) over the prior year's Rent amount. Should Lessee fail to submit a monthly Rent payment in full on or before the fifteenth (15th) day of each calendar month in which Rent is due, a penalty of 10 percent (10%) of the monthly Rent amount will be charged to the Lessee for each month past due.

8. TAXES. Lessee must pay any real or personal property taxes assessed on, or any portion of such taxes attributable to, the leasehold improvements as defined in Section 9, "Use", located on the Leased Premises, including any taxable private leasehold interests.

9. USE. The Leased Premises are being leased for the specific purpose of developing, operating, maintaining and reclaiming a sand and gravel material site, including stripping, excavating, extracting, processing, and removing, for use, sale, or other disposition of the sand, gravel and rock materials, permanently restoring and stabilizing mined areas, and related improvements and uses. Lessee may, subject to the foregoing, make any improvement, alteration, or modification to the Leased Premises as are deemed appropriate by Lessee for the permitted use herein, pursuant to prior written approval from KPB through an approved materials mining and reclamation plan. Lessee will have the right to clear the Leased Premises of any trees, vegetation, or undergrowth reasonably necessary to Lessee's use of the Leased Premises for the intended purposes.

The following uses are specifically prohibited uses:

A) No residential structures or permanent improvements are allowed on the site.
B) No solid waste disposal or burial of foreign materials are allowed on the site.
C) No fuel storage in excess of 750 gallons are allowed on the site.

10. SECURITY AND SAFETY MEASURES.

(a) Gate and Site Security. Lessee may install, operate and maintain a locked gate or other site security measures for the leased area only provided Lessee first provides KPB, for its review and approval, a "security and public safety plan" showing the location and specification of the security features, lock sharing mechanisms, and public safety signs and visibility signals. Lessee may also undertake any other appropriate means to restrict public access in the leased area, its equipment and facilities, and related improvements, including, without limitation, posting signs and signals for safety, security, and access control purposes.

11. ACCESS, MAINTENANCE, AND SIGNAGE.

(a) Access. During the Term, Lessee, and its sublessees, licensees, customers, guests, agents, and assigns will have the unrestricted, exclusive right to use, and will have free and unfettered access to the Leased Premises seven (7) days a week, twenty-four (24) hours a day, except as provided by Lessor's reserved rights contained in Section 4, "Description of Property" and Section 17, "Co-located Rights of Access Reserved By Lessor". Lessor for itself, its successors and assigns, hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, sublessees, sublicensees, successors, and assigns non-exclusive access across an existing access road ("Access Road") to the extent depicted on Exhibit 2 for ingress and egress, for the Term(s) of this Lease, with the right to reconstruct, improve, add to, enlarge, and change, over, across, and through any access for the benefit of and access to the Leased Premises, subject to the terms and conditions herein set forth.

(b) Access Maintenance. During the term of the Lease, Lessee agrees to perform its own maintenance of the Access Road necessary to conduct the Performance Requirements contained in Section 15. "Operating Requirements". Access Road maintenance includes plowing, sanding, grading, capping, ditching, culvert

placement, gate operations, gate maintenance, signage and repair necessary to upkeep the Access Road without significant degradation. Maintenance must be conducted to keep the road in a safe and usable condition during all times the site is operational.

(c) Gate Operation. During the term of the Lease, Lessee agrees to operate the Access Road gate, including specifically the following:

1) to provide, install and maintain "GATE CLOSED AHEAD" caution signs meeting MUTCD specifications for OM-1 object marker signs, placed approximately 500 feet on each side of the gate, and to install and maintain red and white or yellow and black reflective barrier markings prominently on the top rail of the gate and top of gate posts along with installation and maintenance of an OM-4 object marker sign attached to each side of the gate, which may be in the alternative form of a 24" stop sign on each side of the gate.

2) to provide, install and maintain a road sign located along Access Road, visible from the Basargin Road intersection, signaling and stating "Dead End" "Closed Gate Ahead".

3) to secure the gate with a locking mechanism that is in common control of Lessee and Lessor, such as a shared combination lock or dual locks with one of Lessee's and one of Lessor's.

4) to open and close the gate as necessary and convenient to access the Lease Premises and to conduct Lessee's Use and the Performance Requirements contained in Section 15, "Operating Requirements".

(d) Site Identification Sign. During the term of the Lease, Lessee may install and maintain a site identification sign along the Access Road to identify the site, identify the Lessee or Lessee's business, and to provide such other information to Lessee's customers, operators, and the public to advance the purposes of the Lease. Site Identification Sign maximum size limitations are 24 square feet in area.

(e) Site Maintenance. Lessee agrees to use the Leased Premises in a manner consistent with the lease terms, and keep and maintain the Leased Premises and related, non-exclusive access, in good condition free of environmental and fire hazards.

(f) Utilities. Lessee is solely responsible for installing separate meters for utility use and payment, as applicable,

12. EQUIPMENT, FIXTURES, AND REMOVAL. Lessee's improvements will at all times be the personal property of Lessee or its sublessees, licensees, and customers, as applicable. Lessee and/or its sublessees, licensees, and customers will have the right to install, maintain, and operate on the Leased Premises such equipment, structures, fixtures, signs, and personal property as Lessee may deem necessary or appropriate, provided that such are consistent with the approved mining and reclamation plan, and such property, including equipment, structures, fixtures, signs, and personal property currently on the Leased Premises, will not be deemed to be part of the Leased Premises, but will remain the property of Lessee or its customers. Unless otherwise agreed to in writing by the Parties, within the term of this agreement or earlier termination of this Agreement, or upon cessation, abandonment, or non-use according to the operational standards contained in Section 15 "Operating Requirements", Lessee must remove its improvements and restore the Leased Premises to reclamation plan standards free of contamination, reasonable wear and tear excepted, and perform all obligations under this Agreement. Any property not so removed will be deemed abandoned and may be removed and disposed of by Lessor in such manner as Lessor may determine, without

any obligation on the part of Lessor to account to Lessee for any proceeds therefrom. Time is of the essence.

Lessor may, at the time of removal, elect in writing to retain functioning pads, excavation areas, material stockpiles, and access ways internal to the material site, in a condition free of both contamination and hazards with all other improvements removed by Lessee, subject to inspection by, and of condition satisfactory to, Lessor.

13. ASSIGNMENT. Lessee may assign this Agreement to any person or entity, at any time with prior written consent of KPB's Mayor, so long as the Assignee agrees to the assignment and novation and complies with all terms of this Agreement. Notwithstanding the foregoing, providing all conditions of the Agreement have been met including but not limited to payments of all amount due, upon thirty (30) days' written notice to Lessor, Lessee may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Lessee, or (b) in connection with the sale or other transfer of Lessee's assets in the production area where the Leased Premises is located.

14. SUBLEASING

(a) Subleasing. Lessee will have the exclusive right to sublease or grant licenses to use the materials sites and/or Lessee's improvements with prior written consent of KPB's Mayor and as long as the sublessee or licensee agrees and complies with all terms of this Agreement.

(b) Authorized Contact of Sublessee. Lessee must provide Lessor the name, telephone number, and email address of the authorized contact for all Sublessees, which authorized contact is responsible for Sublessee's day-to-day operations or activities on the Leased Premises.

15. OPERATING REQUIREMENTS

(a) In performance of the Lease, Lessee must operate the materials site for no less than 90-days between June 1st and October 15th of each calendar year within the Term(s) of the Lease.

(b) In performance of the Lease, Lessee shall submit to Lessor, a mining and reclamation plan, which shall be subject to the approval of the Lessor, and such approval shall not be unreasonably withheld. The mining and reclamation plan shall identify the location areas to be mined and areas to be reclaimed during the lease. At the end of the lease, all areas mined during the term of lease shall have slopes not exceeding 2:1.

Reclamation shall meet the following minimum standards:

i) grading slopes to 2:1 or a lesser steepness;

ii) grading drainage toward low lying features;
iii) distributing top soil to a minimum of 4 inches;
iv) broadcasting seed consisting of a mix of the following pure live seed at a rate of 25#/Acre
    a. Norcoast Bering Hairgrass
    b. Arctared Red Fescue
    c. Nortran Tufted Hairgrass
    d. Gruening Alpine Bluegrass;
    and
v) application of 10-10-10 fertilizer at a rate of 250 lbs/acre

(c) In performance of the Lease, Lessee must produce a minimum of 15,000 cubic yards of material

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each year and may produce and sell, or otherwise dispose, a maximum of 25,000 cubic yards of material each year, or partial year, within the Term of the Lease. The first 25,000 cubic yards of material, each year, or partial year, within the term of the lease, is included in the annual Rent. Lessee must provide a full accounting of materials removed from the site within 30-days of each anniversary date of the lease term, and within 30-days of the end of the final term or termination date. Lessee may additionally produce and sell or otherwise dispose materials in excess of the 25,000 cubic yard annual allocation. Any materials removed in a year, or partial year, in excess of 25,000 CY is subject to Royalty payment requirements contained in Section 16 in that same year. The respective required minimums and allowable maximum allocations are not transferable between lease years, and must be accounted and reconciled in the respective year. A signed statement of materials removed during the year shall be submitted by Lessee to Lessor within 30-days of the end of that lease year, along with supporting dated volumetric accounting records. "Materials Removed" means sand and gravel materials transported off site, and does not include materials excavated and stored on site or materials moved within the site for site improvement, Access Road maintenance or improvements, or reclamation purposes.

(d) In the performance of the Lease, Lessee shall comply with those provisions of KPB 21.29 applicable to the Prior Existing Use status of the land, including without limitation, requirements for filing a material site reclamation plan, reclamation bonding, and hours of operation or applicable waivers and procedures for variance.

16. ROYALTY

(a) Materials removed from the Materials Site under lease, after the first 25,000 cubic yards removed in a single year of the lease, between January 1 and December 31, are subject to payment of royalty by Lessee to Lessor based on actual volume of materials removed in cubic yards. The royalty rate for the term of the Lease is $3.25/cubic yard. Payment of Royalty shall accompany the signed statement of materials removed, due within 30-days of the end of the lease year: due by January 30th.

17. CO-LOCATED RIGHTS OF ACCESS RESERVED BY LESSOR. Lessor reserves the unrestricted right to access through the Lease area, along with the right to develop access, grant access easements, and to use such access for the purpose of accessing Lessor's surrounding lands, and developing those lands for similar material extraction purposes. Lessor covenants to notify Lessee with indication of the location of the access and the nature of the use at least 30-days prior to use or development Lessor to make a reasonable effort to work with the lessee to avoid the Lessee's active or proposed future mining and processing areas.

18. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Lessor represents and warrants that Lessor is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Lessee in writing prior to the execution hereof, and that Lessor alone has full right to lease the Leased Premises for the Term.

(b) Lessor may not do or knowingly permit anything during the Term that will unreasonably interfere with or negate Lessee's quiet enjoyment and use of the Leased Premises or cause Lessee's use of the Leased Premises to be in nonconformance with applicable local, state, or federal laws.

(c) To the best of Lessor's knowledge, Lessor has complied with, and will comply with, all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Lessor or, to the knowledge of Lessor, by any prior owner or user of the Property. To the knowledge of Lessor, there has been no release of or contamination by hazardous materials on the Property.

(d) Except for the sublessees and licensees of Lessee, there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Leased Premises; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, nor any equity or interest in Lessor if Lessor is an entity; and there are no parties (other than Lessor) in possession of the Leased Premises except as to those that may have been disclosed to Lessee in writing prior to the execution hereof.

(e) Each Party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement. Nothing in this Agreement, including such cooperation, will be construed as creating a partnership between the Parties.

19. REQUIRED INSURANCE COVERAGES. Insurance coverages required under this Agreement must be primary and exclusive of any other insurance carried by Lessor. Minimum levels of insurance coverage required under this Agreement will remain in effect for the life of this Agreement. If Lessee's policies contain higher limits, Lessor will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be delivered to Lessor at the time of submission of the signed Agreement. Lessor may request copies of required policies and endorsements, which must be provided within ten (10) days of Lessor's request. Updated certificates must be provided upon insurance coverage renewal, where applicable.

(a) Lessee must provide and maintain commercial general liability insurance (CGL). The CGL policy must be written on an occurrence basis and with a limit of not less than one million dollars ($1,000,000.00) per occurrence. If necessary to provide the required limits, the CGLs policy's limits may be layered with an umbrella or excess liability policy. This policy must name Lessor as additional insured with a waiver of subrogation.

(b) Lessee must provide and maintain commercial automobile liability insurance. The commercial automobile liability policy must include a combined single limit of not less than one million dollars ($1,000,000.00). Coverage must include non-owned and hired car coverage. This policy must name KPB as additional insured with a waiver of subrogation.

(c) Lessee must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation will be waived.

(d) Lessee must maintain Pollution Liability Insurance covering pollution legal liability. Coverage must be maintained in an amount of at least two hundred fifty thousand dollars ($250,000.00) per loss. This policy must name KPB as additional insured with a waiver of subrogation.

(e) No Representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, sublessee, contractor(s) or subcontractor(s) of any tier, and any such coverage and limits will not be deemed as a limitation on the liability of the Lessee, sublessee, contractor(s) or subcontractor(s) of any tier under the indemnities granted to Lessor in this Agreement.

(f) Notwithstanding the foregoing, Lessee's obligations to provide insurance may be met by providing evidence of fiscal responsibility or self-insurance that is acceptable to Lessor. Lessee warrants that it has the capacity to self-insure for the risks and coverages specified and will provide evidence of the lines and limits of coverage specified in "Required Insurance Coverages" in this Section. Lessee must provide Lessor with proof of continuing ability to provide self-insurance within thirty (30) calendar days of any

written request by KPB for such proof. If there is any change in the ability to self-insure, Lessee must provide Lessor with immediate notice of such change and must immediately purchase insurance as set forth in this Section.

20. Environmental Liability Baseline.

1.1. Responsibility for Ascertaining Environmental Condition of Property. Lessee has the sole responsibility under this Agreement to ascertain the environmental condition and presence of contamination in, on, and under the surface of the Property, and is conclusively presumed to have caused or to have materially contributed to any contamination of, or originating on, the Property except as identified in an Environmental Liability Baseline. If known contamination is on the Property that has been closed out under alternate cleanup levels approved by ADEC, Lessee is responsible for following all restrictions set by ADEC including, but not limited to, notifying any assignee of this Agreement in writing of ADEC's restrictions.

1.2. Financial Responsibility for Contamination on the Property and on any Affected Property. Lessee assumes financial responsibility to the Borough for any contamination in, on, and under the Property, except for contamination that is identified in an Environmental Liability Baseline. This is without prejudice to Lessee's right to seek contribution or indemnity from either prior lessees of the Property, or other potentially responsible parties except for the Borough.

1.3. Establishing an Environmental Liability Baseline

a. If Lessee wants to establish an Environmental Liability Baseline for any or all portions of the Property, Lessee must provide the Borough with an Environmental Assessment for that portion of the Property prior to its use.
b. If Lessee discovers contamination in, on, or under the surface of the Property, for any portion of the contamination to be considered for inclusion in the Environmental Liability Baseline, Lessee must demonstrate by reasonable evidence to the satisfaction of the Borough that the contamination proposed for inclusion was not caused or materially contributed to by Lessee or Lessee's operations or activities nor assumed by Lessee. Contamination caused or materially contributed to by activities of Lessee's sublessees, contractors, and guests on the Property are deemed to have been materially contributed to by Lessee.
c. Only that portion of contamination not caused or materially contributed to by Lessee or Lessee's operations or activities must be included in the Environmental Liability Baseline.

1.4. Adding to an Existing Environmental Liability Baseline

a. If, after an Environmental Liability Baseline is established for any portion of the Property, Lessee discovers contamination in, on, or under the surface of that portion of the Property having an Environmental Liability Baseline, which contamination Lessee or Lessee's operations or activities did not cause, or to which Lessee or Lessee's operations did not materially contribute, and which Lessee did not assume by reason of assignment, Lessee may, at its own cost, submit an additional Environmental Assessment reflecting that information to the Borough for the Borough's consideration to add to the Environmental Liability Baseline. Lessee's additional Environmental Assessment must demonstrate by reasonable evidence to the satisfaction of the Borough which portion of the additional contamination on the Property was not caused by Lessee or Lessee's activities, or to which Lessee or Lessee's activities did not materially contribute.
b. Only that portion of contamination not caused by Lessee or Lessee's operations, or to which Lessee or Lessee's operations did not materially contribute, may be added to the

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existing Environmental Liability Baseline.

1.5. The Borough's Acceptance or Rejection of Lessee's Environmental Assessment. When the Borough receives Lessee's Environmental Assessment to establish an Environmental Liability Baseline or to add to an existing Environment Liability Baseline, the Borough, in its sole discretion, may do one of the following:

a. Perform additional environmental testing at Lessee's expense to verify the environmental condition of that portion of the Property being assessed. If the results of the Borough's tests conflict with Lessee's Environmental Assessment, the Borough and Lessee will negotiate in good faith an Environmental Liability Baseline or an addition to the existing Environmental Liability Baseline for that portion of the Property being assessed; or
b. Accept the findings of Lessee's Environmental Assessment and any other relevant documents to establish an Environmental Liability Baseline for that portion of the Property being assessed or to add to the existing Environmental Liability Baseline; or
c. Reject the findings of Lessee's Environmental Assessment for that portion of the Property being assessed and offer Lessee the opportunity to perform additional environmental testing if the Borough determines in writing that the findings of the Environmental Assessment are inadequate to establish an Environmental Liability Baseline or to add to an existing Environmental Liability Baseline. The Borough's written rejection of the Lessee's Environmental Assessment will be based on failure of Lessee's Environmental Assessment to either:
    (1) Follow generally accepted professional practices in determining the environmental condition of the Property and the presence of Contamination in, on, or under the surface of the Property; or
    (2) Demonstrate the portion of the contamination that was not caused by Lessee or Lessee's operations, or to which Lessee or Lessee's operations did not materially contribute.

1.6. Amending the Environmental Liability Baseline to Delete Contamination Caused or Assumed by Lessee, or to which Lessee Materially Contributed.

a. If, after the Environmental Liability Baseline for any portion of the Property is established, it is discovered that the presence of contamination identified in the Environmental Liability Baseline was caused or assumed by Lessee or Lessee's operations, or to which Lessee or Lessee's operations materially contributed, the Environmental Liability Baseline may be amended to delete that portion of the Contamination that was caused by Lessee or Lessee's operations, or to which Lessee or Lessee's operations materially contributed.
b. The Borough will have the burden of proof to establish that Lessee or Lessee's operations or activities caused or materially contributed to the contamination.
c. If it is discovered that contamination identified in the Environmental Liability Baseline was caused by Lessee or that Lessee or Lessee's operations materially contributed to the contamination, the Parties will agree upon an amendment to the Environmental Liability Baseline within a reasonable time.

21. NON-EXCLUSIVITY. Lessor acknowledges and agrees that, except as may be disclosed to Lessee in writing prior to the execution hereof, or reserved herein, there are no prior existing rights, uses, or authorization granted to third parties. Upon at least sixty (60) days prior written notice to Lessee, Lessor reserves the right to grant rights or authorization for third parties to locate improvements or uses in, over, below or in proximity to the Leased Premises to the extent such rights or authorizations do not unreasonably interfere with Lessee's equipment, operations or expansion. Lessor further expressly reserves the right to use,

and grant rights or authorizations for third parties to use the Access Road extending from Basargin Road to and along the east boundary of the lease premises.

22. LESSEE LIABILITIES. In addition to other liabilities under this Agreement, Lessee has the following liabilities and agrees:

(a) That Lessee assumes all risk of loss, damage, or destruction to Lessee's improvements on the Leased Premises;

(b) That Lessee will comply with all applicable federal, state, and local laws or regulations, including relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, permitting, construction, operation and maintenance of any facility, improvement or equipment on the Leased Premises;

(c) That Lessor has no duty, either before or during the lease Term, to inspect the Leased Premises or warn of hazards and if Lessor inspects the Leased Premises, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This Section will survive the termination or revocation of this Agreement, regardless of cause; and

(d) That Lessee has an affirmative duty to protect from damage the Property and interests of Lessor related to this Agreement.

23. INDEMNIFICATION. Lessee agrees to defend, indemnify, and hold harmless Lessor, its employees, public officials, and volunteers, with respect to any action, claim, or lawsuit arising out of (1) a breach of this Agreement or (2) the use and occupancy of the Leased Premises or the Property by the Lessee. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages resulting from judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice from Lessor of any action, claim, or lawsuit. Lessor will notify Lessee in a timely manner of the need for indemnification but such notice is not a condition precedent to Lessee's obligation and may be waived where Lessee has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against Lessor relating to Lessee's use and occupancy of the Leased Premises or the Property. Notwithstanding the foregoing, Lessee's duty to indemnify, defend, and hold harmless Lessor as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Lessor, its employees, public officials, and volunteers.

24. INSPECTION. Lessor reserves the right to enter upon and inspect the Leased Premises at any time to assure compliance with the conditions of this Agreement. Except in case of emergency, Lessor will provide Lessee with at least forty-eight (48) hours' prior written notice of Lessor's intention to enter upon and inspect the Leased Premises. Lessee reserves the right to have a representative present at all times during Lessor's inspection.

25. FORCE MAJEURE. The time for performance by Lessor or Lessee of any term, provision, or covenant of this Agreement will be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Lessor or Lessee, as the case may be.

26. DEFAULT. The failure of Lessee or Lessor to perform any of the covenants of this Agreement will constitute a default. The non-defaulting Party must give the other written notice of such default, and the defaulting Party must cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, the defaulting Party must provide

prompt notice of inability to cure and provide a plan to cure the default within a time frame provided. The time for curing a default will be extended for such period of time as may be necessary and reasonable; however, in no event will this extension of time to cure be in excess of ninety (90) days, unless agreed upon in writing by the non-defaulting Party.

27. REMEDIES. Should the defaulting Party fail to cure a default under this Agreement, the non-defaulting Party will have all remedies available either at law or in equity, including the right to terminate this Agreement.

28. ACKNOWLEDGEMENT OF NON-EXCLUSIVITY. Lessee hereby acknowledges and understands, that the KPB is the owner of adjacent and other lands in the same geographic region in which the lease premises operates in gravel materials markets. The existence of this lease in no way implies exclusive rights to produce and sell materials within the geographic region. The KPB may at its sole discretion develop, or offer to be developed, new material site locations that may act in direct competition with the materials produced through this lease.

29. LESSEE MORTGAGES.

(a) Lessor consents to the granting by Lessee of a lien and security interest (each, a Lessee Mortgage) in Lessee's interest in this Agreement and all of Lessee's personal property and fixtures attached to the real property described herein to one or more lenders (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a Lender) only to the extent and amount necessary to develop and maintain improvements on the Leased Premises. The Lessee may not encumber the leasehold interest or the Leased Premises to finance projects or improvements outside of the Leased Premises. Lessor agrees to recognize Lender as Lessee hereunder upon any such exercise by Lender of its rights of foreclosure. Any such encumbrance will be subordinate to Lessor's rights and interest in the Leased Premises and the Property. Any such encumbrance will be limited to the Lessee's interest in the Leased Premises. It is a material breach of this Agreement for Lessee to attempt to encumber any interest in Lessor's title to or interest in the Leased Premises or the Property.

(b) Lessor acknowledges that nothing contained herein will be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Lessee under this Agreement. No Lender may become liable under the provisions of this Agreement unless and until such time as the Lender assumes ownership of the leasehold estate created hereby and agrees to comply with the terms and conditions of this Agreement and any extensions and modifications thereof.

29. MISCELLANEOUS.

(a) Survival. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

(b) Non-waiver. Failure of a Party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a Party's rights hereunder, will not waive such rights.

(c) Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflict of law principles. Any lawsuits filed in connection with this Agreement must be filed and prosecuted in the Third Judicial District, State of Alaska, at Kenai, Alaska.

(d) Bind and Benefit. This Agreement is binding upon and will inure to the benefit of the Parties

hereto and their respective heirs, legal representatives, successors, and assigns.

(e) Memorandum. A short-form Memorandum of Lease may be recorded at Lessor's or Lessee's option in the form as depicted in Exhibit 4, attached hereto. Lessor will promptly execute any Memorandum of Lease or Memorandum of Amendment to Lease, or corrective amendments thereto, upon written request of Lessee.

(f) W-9. As a condition precedent to payment, Lessor agrees to provide Lessee with a complete IRS Form W-9, or its equivalent, upon execution of this Agreement.

(g) Counterparts. This Agreement may be executed in counterpart, each of which when so executed and delivered will be considered an original and all of which when taken together will constitute one and the same instrument.

(h) Amendment. This Agreement may be amended in writing upon mutual agreement of the Parties.

(i) Entire Agreement. This Agreement and its Exhibits, Appendices or incorporated attachments hereto, constitute the entire agreement and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

[**SIGNATURES BEGIN ON NEXT PAGE**]

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PART III. EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

LESSEE: _____

By: _____
Peter A. Micciche, Borough Mayor

Date: _____

By: _____

Date: _____

ATTEST:

_____
Michele Turner CMC, Borough Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Wayne Cary, Deputy Borough Attorney

Date: _____

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LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 2026, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

_____
Notary Public for State of Alaska
My commission expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 2026, before me personally appeared _____, and acknowledged under oath that he/she is the _____ _ of the _____, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____
Notary Public for State of_____
My commission expires: _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 2026, before me personally appeared _____ _____, and acknowledged under oath that he/she is the _____ of_____ _, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____
Notary Public for State of _____
My commission expires: _____

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APPENDIX A

LEASE PROVISIONS REQUIRED BY KPB 17.10

(1) **Accounts Current**. Lessee shall not be delinquent in the payment of any tax, debt or obligation owed to KPB prior to execution of the Agreement.

(2) **Assignment**. Lessee may assign the lands upon which it has an agreement only if approved by the KPB Mayor or Land Management Officer when applicable. Applications for assignment shall be made in writing on a form provided by the Land Management Division. The assignment shall be approved if it is found that all interests of KPB are fully protected.

(3) **Breach of Agreement**. In the event of a default in the performance or observance of any of the Agreement terms or conditions, and such default continues thirty (30) days after written notice of the default, KPB may cancel the Agreement or take any legal action for damages or recovery of the property. No improvements may be removed during the time which the contract is in default.

(4) **Cancellation**. This Agreement, if in good standing, may be cancelled at any time upon mutual written agreement of the Parties.

(5) **Entry or Re-entry**. In the event the Agreement is terminated, canceled or forfeited, or in the event of abandonment of the Leased Premises by Lessee during the Term, KPB, its agents, or representatives, may immediately enter or re-enter and resume possession of the Leased Premises. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the Agreement.

(6) **Fire Protection**. Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the Property under the Agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the Property is located.

(7) **Hazardous Waste**. The storage, handling and disposal of hazardous waste shall not be allowed on the Leased Premises.

(8) **Modification**. The Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

(9) **Notice**. Any notice or demand, which under the terms of the Agreement or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other Party at the address shown on the Agreement. However, either arty may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

(10) **Notice of Default**. Notice of default will be in writing as provided in Paragraph 9 Notice.

(11) **Removal or Reversion of Improvements Upon Cancellation of Purchase Agreement or Lease.**

DRAFT

(a) Improvements on Leased Premises owned by Lessee shall, within thirty (30) calendar days after the termination of the Agreement, be removed by Lessee; provided, such removal will not cause injury or damage to the land; and further provided, that the KPB Mayor or Land Management Officer when applicable may extend the time for removing such improvements in cases where hardship is proven. The Lessee may, with the consent of the KPB Mayor or Land Management Officer when applicable, dispose of its improvements to the Sublessee or Assignee, if applicable.

(b) If any improvements and/or chattels having an appraised value in excess of ten thousand dollars, as determined by a qualified appraiser, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to Lessee, be sold at public sale under the direction of the KPB Mayor and in accordance with the provisions of KPB Chapter 5. The proceeds of the sale shall inure to the former Lessee who placed such improvements and/or chattels on the lands, or its successors in interest, after paying to KPB all moneys due and owing and expenses incurred in making such a sale. In case there are no other bidders at any such sale, the KPB Mayor is authorized to bid, in the name of KPB, on such improvements and/or chattels. The bid money shall be taken from the fund to which said lands belong, and the fund shall receive all moneys or other value subsequently derived from the sale of leasing of such improvements and/or chattels. KPB shall acquire all the rights, both legal and equitable, that any other purchaser could acquire by reason of the purchase.

(c) If any improvements and/or chattels having an appraised value of ten thousand dollars or less, as determined by the KPB Mayor, are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in KPB. Upon request, Lessee shall convey said improvements and/or chattels by appropriate instrument to KPB.

(12) **Rental for Improvements or Chattels not Removed**. Any improvements and/or chattels belonging to Lessee or placed on the Property and remaining upon the premises after the termination of the Agreement shall entitle KPB to charge a reasonable rent therefor.

(13) **Re-rent**. In the event that the Agreement should be terminated, canceled, forfeited or abandoned, KPB may offer said lands for lease or other appropriate disposal pursuant to the provisions of KPB 17.10 or other applicable regulations.

(14) **Responsibility for Location**. It shall be the responsibility of Lessee to properly locate improvements on the Leased Premises.

(15) **Rights of Mortgage or Lienholder**. In the event of cancellation or forfeiture the Agreement for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the Agreement. Any party acquiring the lease agreement must meet the same requirements as Lessee.

(16) **Sanitation**. Lessee shall comply with all regulations or ordinances which a proper public authority in its discretion shall promulgate for the promotion of sanitation. The Leased Premises under the Agreement shall be kept in a clean and sanitary condition and every effort shall be made to prevent any pollution of the waters and lands.

(17) **Shore Land Public Access Easement**. As established by AS 38.05, KPB lands sold or leased may be subject to a minimum 50-foot public access easement landward from the ordinary high-water mark or mean high water mark.

(18) **Subleasing**. No lessee may sublease lands or any part thereof without written permission of the KPB Mayor or Land Management Officer when applicable. A sublease shall be in writing and subject to the terms and conditions of the original lease.

(19) **Violation**. Violation of any provision KPB 17.10 or of the terms of the Agreement may expose Lessee to appropriate legal action including forfeiture of purchase interest, termination, or cancellation of its interest in accordance with state law.

(20) **Written Waiver**. The receipt of payment by KPB, regardless of knowledge of any breach of the purchase agreement by the purchaser, lessee or permittee, or of any default on the part of the purchaser, lessee or permittee in observance or performance of any of the conditions or covenants of the agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of KPB to enforce any covenant or provision therein contained shall not discharge or invalidate such covenants or provision or affect the right of KPB to enforce the same in the event of any subsequent breach or default. The receipt by KPB of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and payment fully satisfies the breach.

DRAFT

EXHIBIT 1

DESCRIPTION OF PROPERTY AND LEASED PREMISES

The Property is legally described as follows:

N1/2 & SW1/4 of Section 15 and All of Sections 16-21, T4S, R11W, Seward Meridian, Alaska

Parcel Number: 18515046

The Leased Premises are described as follows:

The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska containing 86.75 Acres, More or Less as shown on Exhibit 2 of the Lease.

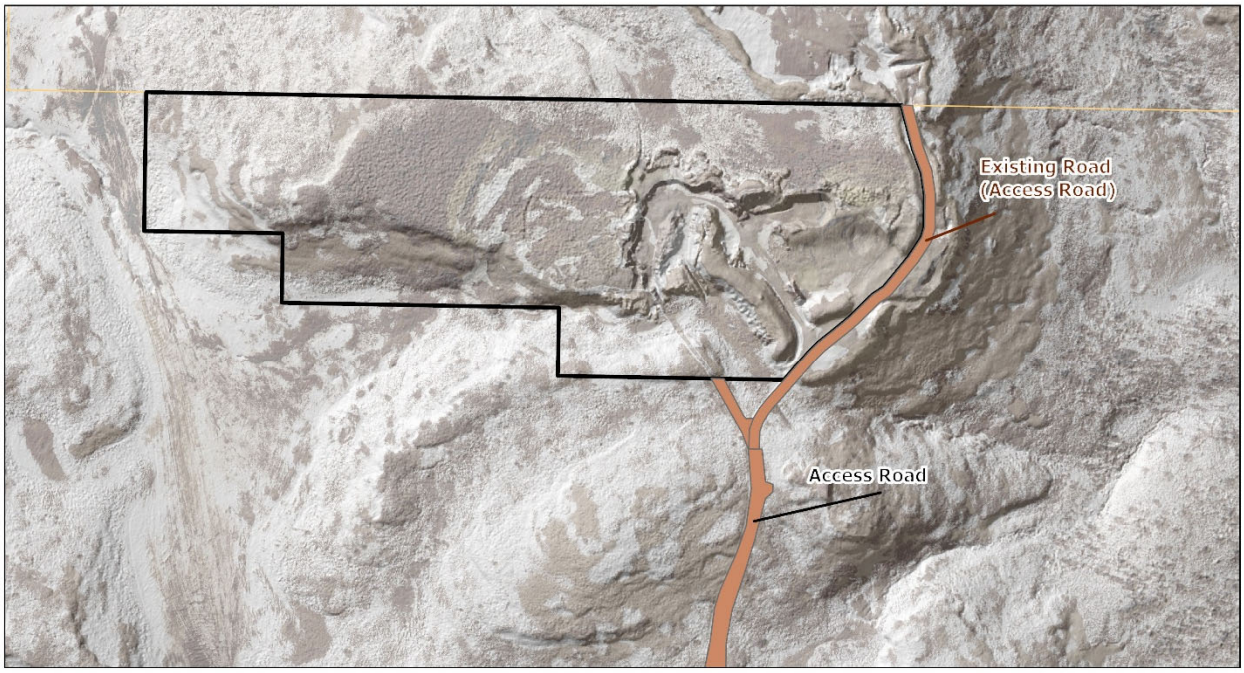
DRAFT

EXHIBIT 2

LEASED PREMISES
Page 1 of 2

The Leased Premises are depicted as follows:

Eagle Lake Materials Site Lease Premises



0 1,320 2,640 5,280 Feet

2022 Imagery on 2008 LiDAR Hillshade

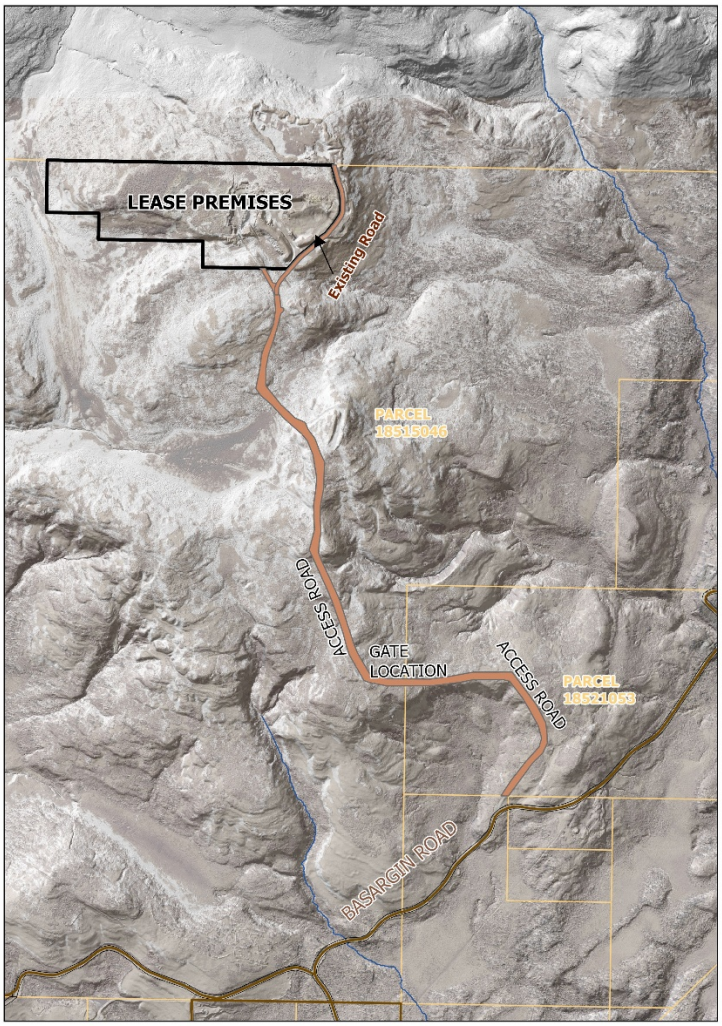
LEASE PREMISES: The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska containing 86.75 Acres, More or Less as shown on this Exhibit

EXHIBIT 2

LEASED PREMISES
Page 2 of 2

The Leased Premises are depicted as follows:

EAGLE LAKE MATERIAL SITE LEASED PREMISES
AND ACCESS ROAD





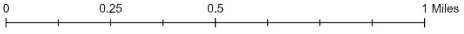


EXHIBIT 3

Material Site Mining and Reclamation Plan
(Approved upon Execution of Lease)

DRAFT

EXHIBIT 4

MEMORANDUM OF LEASE

(Attached)

DRAFT

(Above 2 Space for Recorder's Use Only)

Prepared by and Return to:
Kenai Peninsula Borough
Attn: Land Management Division
144 N. Binkley St.
Soldotna, AK 99669

Lessor: Kenai Peninsula Borough
Lessee:
Legal Description: Attached as Exhibit 1
Tax Parcel ID: 18515046 (portion of)
Site Name: Eagle Lake Materials Site

State: Alaska
Borough: Kenai Peninsula Borough
Recording District: Homer, Third Judicial

MEMORANDUM OF LEASE

This Memorandum of Lease (Memorandum) is entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, having a mailing address of 144 N. Binkley St., Soldotna, AK 99669 (the Lessor) and ___(the Lessee) (together, the Parties).

1. Lessor and Lessee entered into a certain Material Site Lease Agreement (the Agreement) on the _____ day of _____, 20___, for the purpose of development, operations, maintenance and reclamation of a Sand and Gravel Material Site. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the Effective Date with one (1) successive automatic five (5) year option to renew.

3. The portion of the land being leased to Lessee (the Leased Premises) is described in Exhibit 1 annexed hereto.

4. Lessor and Lessee now desire to execute this Memorandum to provide constructive knowledge of Lessee's lease of the Leased Premises.

5. This Memorandum is governed by the laws of the State of Alaska.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR: Kenai Peninsula Borough
an Alaska municipal corporation

By: _____
Peter A. Micciche, Borough Mayor

Date: _____

ATTEST:

_____
Michele Turner CMC, Borough Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Wayne Cary, Deputy Borough Attorney

Date: _____

LESSEE: __
an ___

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

DRAFT

LESSOR ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing was acknowledged before me this _____ day of _____, 2026, by Peter A. Micciche, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

_____
Notary Public for State of Alaska
My commission expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 2026, before me personally appeared _____ _____, and acknowledged under oath that he/she is the _____ of_____, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____
Notary Public for State of_____
My commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On the _____ day of _____, 2026, before me personally appeared _____ _____, and acknowledged under oath that he/she is the _____ of_____, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

_____
Notary Public for State of _____
My commission expires: _____

DRAFT

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND LEASED PREMISES

The Property is legally described as follows:

N1/2 & SW1/4 of Section 15 and All of Sections 16-21, T4S, R11W, Seward Meridian, Alaska

Parcel Number: 18515046

The Leased Premises are described as follows:

The NE1/4 NW1/4 NW1/4, and the N1/2 NE1/4 NW1/4, and the N1/2 S1/2 NE1/4 NW1/4, and the NW1/4 NE1/4 lying west of the existing road, and the W1/2 NE1/4 NE1/4 lying west of the existing road, all within Section 16, T4S, R11W, Seward Meridian, Homer Recording District, Alaska containing 86.75 Acres, More or Less as shown on Exhibit 2 of the Lease.

DRAFT

Introduced by:	Mayor
Date:	1/03/95
Action:	Adopted
Vote:	Unanimous

KENAI PENINSULA BOROUGH
RESOLUTION 95-003

A RESOLUTION CLARIFYING THE CLASSIFICATION OF THE EAST END ROAD MATERIAL SITE AS RESOURCE DEVELOPMENT PURSUANT TO KPB 17.10.080

WHEREAS, Resolution 93-79 classified the East End Road material site as Resource Extraction for development of a commercial sand, gravel, and material disposal; and

WHEREAS, the East End Road material site is being developed for commercial purposes; and

WHEREAS, those lands originally classified Resource Extraction by Resolution 93-79 should be classified Resource Development to comply with KPB Code 17.10.080; and

WHEREAS, the Borough Planning Commission in regular session on December 12, 1994 recommended adoption of Resolution 95-003 by unanimous consent;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That those Borough lands classified under Resolution 93-79 as Resource Extraction and described below are hereby classified as Resource Development:

E1/2 Section 9, Section 16, Section 17, N1/2 Section 18, Township 4 South, Range 11 West, Seward Meridian, Alaska containing ± 1,920 acres.

SECTION 2. That this resolution shall take effect immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3rd DAY OF JANUARY, 1995.

Andrew P. Scalzi, Assembly President

ATTEST:

Gaye J. Vaughan, Borough Clerk

Introduced by: Mayor
Date: 03/17/26
Hearing: 04/21/26
Action:
Vote:

KENAI PENINSULA BOROUGH
ORDINANCE 2026-09

AN ORDINANCE AMENDING BOROUGH CODE, KPB 2.58.058 AND KPB 4.30.060, RELATING TO DUAL SERVICE PROHIBITIONS AND INCOMPATIBILITY OF OFFICES

WHEREAS, in an attempt to eliminate confusion created by having different requirements in different titles of borough code, this ordinance amends and combines two sections of borough code related to dual service prohibitions and incompatibility of offices; and

WHEREAS, the amendments retain the prohibition against assembly service and compensated borough office or borough employment while eliminating the one-year moratorium on employment after service due to the fact that it unnecessarily constrains hiring practices; and

WHEREAS, hiring decisions are merit-based with director-level hiring decisions being subject to appointment by the Mayor and Assembly confirmation; and

WHEREAS, the amendments retain prohibitions against serving in incompatible offices;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this ordinance amends KPB Code and will be codified.

SECTION 2. That KPB 2.58.058 is hereby amended to read as follows:

2.58.058. Dual service prohibitions; incompatibility of offices [PROHIBITION OF DUAL SERVICE ON ASSEMBLY AND BOROUGH BOARDS AND COMMISSIONS, AND ON ASSEMBLY MEMBERS' ELIGIBILITY FOR EMPLOYMENT BY THE BOROUGH]

A. [NO ASSEMBLY MEMBER MAY SERVE ON ANY BOROUGH BOARD OR COMMISSION EXCEPT THAT ASSEMBLY MEMBERS ARE AUTHORIZED TO SERVE ON THE BOROUGH BOARD OF EQUALIZATION.]

A borough assembly member may not:

1. Serve on any borough board or commission while in office except that assembly members are authorized to serve on the borough Board of Equalization;

2. Serve on the school board or as a member of a city council of any incorporated city within the borough while in office; or

3. Hold any other compensated borough office or borough employment, or elected position in the state or federal government while in office.

B. [AN ASSEMBLY MEMBER SHALL NOT BE ELIGIBLE FOR EMPLOYMENT FOR WHICH A WAGE IS PAID BY THE BOROUGH UNTIL ONE YEAR HAS ELAPSED FROM THE DATE THE MEMBER LEAVES THE ASSEMBLY. THIS DOES NOT PRECLUDE APPOINTMENT OF ASSEMBLY MEMBERS WITHIN THE ONE-YEAR PERIOD TO BOROUGH BOARDS OR COMMISSIONS FOR WHICH A PER DIEM AMOUNT, BUT NO WAGE, IS PAID. WHILE AN ASSEMBLY MEMBER MAY NOT SIMULTANEOUSLY SERVE AS AN ASSEMBLY MEMBER AND BOROUGH MAYOR, NOTHING IN THIS PROVISION SHALL RENDER AN ASSEMBLY MEMBER INELIGIBLE TO RUN FOR BOROUGH MAYOR AND, IF ELECTED, TO SERVE AS BOROUGH MAYOR AT ANY TIME.] A person may not serve simultaneously as:

1. Mayor and as a member of the assembly;

2. Mayor and a member of the school board; or

3. Mayor and a member of any borough board or commission.

C. A borough employee may not serve in incompatible offices. For purposes of this section, "incompatible offices" means public offices held by a public official which, when the official is performing the duties of any of the public offices held by the official, results in any of the following with respect to those offices held:

1. The subordination of one public office to another.

2. The supervision of one public office by another.

3. A breach of duty of public office.

Unless there is a specific code provision authorizing such service, incompatible offices include without limitation borough employees or volunteer and borough service area board membership.

SECTION 3. That KPB 4.30.060 is hereby repealed:

[4.30.060. PROHIBITIONS.

A. A PERSON MAY NOT SERVE SIMULTANEOUSLY AS MAYOR AND AS A MEMBER OF THE ASSEMBLY, AS MAYOR AND A MEMBER OF THE SCHOOL BOARD, AS A MEMBER OF THE ASSEMBLY AND MEMBER OF THE SCHOOL BOARD, OR AS A MEMBER OF THE ASSEMBLY AND A MEMBER OF THE CITY COUNCIL OR THE MAYOR OF ANY INCORPORATED CITY WITHIN THE KENAI PENINSULA BOROUGH.

B. A BOROUGH ASSEMBLY PERSON MAY NOT HOLD ANY OTHER COMPENSATED BOROUGH OFFICE OR BOROUGH EMPLOYMENT, OR ELECTED POSITION IN THE STATE OR FEDERAL GOVERNMENT WHILE IN OFFICE.

C. A BOROUGH EMPLOYEE MAY NOT SERVE IN INCOMPATIBLE OFFICES. FOR PURPOSES OF THIS SECTION, INCOMPATIBLE OFFICES MEANS PUBLIC OFFICES HELD BY A PUBLIC OFFICIAL WHICH, WHEN THE OFFICIAL IS PERFORMING THE DUTIES OF ANY OF THE PUBLIC OFFICES HELD BY THE OFFICIAL, RESULTS IN ANY OF THE FOLLOWING WITH RESPECT TO THOSE OFFICES HELD:

1. THE SUBORDINATION OF ONE PUBLIC OFFICE TO ANOTHER.

2. THE SUPERVISION OF ONE PUBLIC OFFICE BY ANOTHER.

3. A BREACH OF DUTY OF PUBLIC OFFICE.

INCOMPATIBLE OFFICES SHALL INCLUDE WITHOUT LIMITATION SERVICE AREA EMPLOYEES AND BOARD MEMBERSHIP OF ANY SERVICE AREA FOR WHICH THE EMPLOYEE WORKS OR THAT PROVIDES THE SAME OR SIMILAR SERVICES AS THAT SERVICE AREA, AND GENERAL FUND BOROUGH EMPLOYEES AND MEMBERSHIP ON THE BOARD OF ANY SERVICE AREA FOR WHICH THE EMPLOYEE REGULARLY PROVIDES SERVICES.]

SECTION 3. That if any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 4. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 105630D3-DC3C-4D6E-9716-544B8BFC64FB

Kenai Peninsula Borough
Legal Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor

FROM: Sean Kelley, Borough Attorney SK

DATE: March 5, 2026

RE: Ordinance 2026-_09_, Amending Borough Code, KPB 2.58.058 and KPB 4.30.060, Relating to Dual Service Prohibitions and Incompatibility of Offices (Mayor)

The ordinance proposes to amend KPB Code by combining two sections in code related to dual service and incompatibility of offices. Combining the two sections into one section will eliminate confusion created by having two dual service prohibitions under two different titles of KPB Code. This proposal then eliminates the provision that an Assembly member is not eligible for employment with KPB until one year has elapsed from the date the member leaves the Assembly. Reviewing codes of the incorporated cities within KPB, it does not appear that any of the cities' codes contain a similar one-year prohibition. For example, the City of Seward's code at SCC 4.01.071 (Prohibitions) provides that "[n]o elected official of the city may hold any other compensated city office or city employment or elected position in the local, borough, state or federal government while in office." There is a one-year prohibition in state law related to state legislators serving in the executive branch but that prohibition is more specific and narrower than the current one-year prohibition in KPB Code as it largely centers on whether the position was created or given a salary increase while the legislator was a member of the legislature.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	03/17/26
Hearing:	04/21/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2026-11

AN ORDINANCE AMENDING BOROUGH CODE SECTIONS KPB 17.10.190 AND KPB 17.10.250 REGARDING CASUAL USE OF BOROUGH LAND

WHEREAS, KPB 17.10.190 provides for the public use of borough land though Casual Use, but KPB 17.10.250 inadequately defines what is considered allowable use or penalties for unauthorized activities on borough land; and

WHEREAS, public casual use of borough land is an important benefit to borough residents and should be preserved and managed for personal consumption, non-commercial, personal recreation, and personal subsistence uses only; and

WHEREAS, amending the definition of casual use is important for the active management of borough lands, and will serve to help mitigate future unauthorized use and trespass matters; and

WHEREAS, during its regularly-scheduled meeting on March 16, 2026, the Kenai Peninsula Borough Planning Commission held a public hearing regarding the proposed changes and recommended _____;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this ordinance amends KPB Code and will be codified.

SECTION 2. That KPB 17.10.190 is hereby amended as follows:

17.10.190. Casual use of borough land.

A. A casual use <u>is temporary in nature for personal recreation, non-commercial use, personal consumption, or personal subsistence use and enjoyment, and</u> does not create an interest in the title of the land.

B. The casual use of borough land does not require a permit. <u>Any and all uses that do not comply with the definition of "casual use" under 17.10.250 will require the issuance of a revocable temporary use permit pursuant to KPB 17.10.180 or other available land use authorization.</u>

C. The mayor, or designee, may close any and all borough casual use land [TO CASUAL USE] due to extraordinary circumstances adverse to public health, safety, and general welfare by issuing a written order. [THAT CONTAINS A FINDING THAT AN EMERGENCY EXISTS AND A STATEMENT OF THE FACTS ON WHICH THE FINDING IS BASED.] The mayor will [PUBLISH] post a notice of the location of borough land that the mayor has closed to casual use on the borough website. [IN ACCORDANCE WITH KPB 1.08.180.] An inventory of lands open for causal use will be available under a casual use viewer on the borough website.

D. Only specifically identified parcels of borough land will be made available for casual use. The identified parcels available for casual use will be located outside of city limits on borough parcels or a block of contiguous borough-owned parcels in excess of 20 acres in size, unless otherwise identified by the mayor in the casual use viewer. Parcels may be nominated by the public for a casual use determination by the mayor upon consideration of a recommendation in writing from land management. Borough-owned lands incorporated within a Local Option Zoning District will not be available for casual use.

E. Unauthorized use, destruction, extraction, removal, or harvest of resources from borough land will be subject to trespass, fines, and potential civil actions to recover damages.

F. Camping allowed under casual use is only allowed on approved casual use lands, is limited to a seven-consecutive-day period, and must not result in any damage to the land, including, but not limited to depositing of garbage or waste.

G. Firewood Cutting must be for personal consumptive use only and is limited to five dead or naturally downed trees within a one acre area. All slash must be removed or dispersed in a manner to limit the slash height to 16" or less. Only seasonal burning of slash may take place through the use of an attended personal warming fire as fire conditions permit.

H. Motorized or mechanized use is limited to existing trails. Winter travel by snowmachine or all-terrain vehicle is permissible provided sufficient snow conditions exist. The mayor may close borough casual use lands to all mechanized or motorized use or designate a specific type of use in the event extraordinary conditions exist.

I. Warming fires are allowed as fire conditions permit, provided they are attended and are restricted in size to that of a warming fire, not greater than 3' x 3' in size. The mayor may close borough casual use lands to all open fires in the event of determined or potential fire risk.

J. No unauthorized shooting ranges are allowed on borough-owned property. Discharge of firearms for purposes not directly related to hunting or defense of life and property may be restricted if the activity poses a risk to public health, safety, or general welfare.

K. No dumping of waste, garbage, slash, debris, fish or animal waste, or materials of any type are allowed on borough land to include casual use lands.

SECTION 3. That KPB 17.10.250 is hereby amended as follows:

17.10.250. — Definitions

In this chapter, unless the context otherwise requires:

…

"Casual use" means [A USE]the temporary personal recreation, non-commercial, personal consumption, or personal subsistence use of specifically-identified borough land that is nonexclusive and involves only minimal disturbance to the land. Nonexclusive examples of a casual use are hiking, camping for seven consecutive days or less, cross country skiing, snow machining, berry picking, hunting, brushing survey lines or authorized trails where roots are not disturbed, [LIVESTOCK DRIVES], attended warming fires as fire conditions allow, and the use of all-terrain vehicles off an established road or right-of-way but on an existing trail. However, hiking trails or consistent use for hiking and establishing hunting camps do not constitute a casual use.

…

SECTION 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 5. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Docusign Envelope ID: 987AD847-8E3F-49E9-9B89-DEAAAC750C34

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor
Robert Ruffner, Planning Director

FROM: Aaron Hughes, Land Management Officer

DATE: March 5, 2026

RE: Ordinance 2026-_11_ Amending Borough Code Sections KPB 17.10.190 and KPB 17.10.250 Regarding Casual Use of Borough Land (Mayor)

The Kenai Peninsula Borough Land Management Division manages approximately 200 square miles of borough-owned or managed lands for the benefit of the citizens of the Kenai.

KPB 17.10.190 provides for the public use of borough land though Casual Use, but inadequately defines what is considered allowable use or penalties for unauthorized activities on borough land. Public casual use of borough land is an important benefit to borough residents. The objective of the KPB Administration and Land Management is to preserve and manage public casual use land for long-term personal consumption, non-commercial, personal recreation, and personal subsistence uses.

The ordinance serves to further identify, define and encourage allowable uses under Casual Use, and provides future guidance on how lands available for causal use are to be identified, and may be closed based on extraordinary public health, welfare and safety-related conditions. These are necessary tools for the responsible and proactive management of borough lands for the use of all KPB citizens.

Uses not consistent with casual use, as defined by the ordinance, may still be allowed and encouraged on select borough lands upon application and administration approval of a temporary land use permit or other available land use authorization.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	03/17/26
Hearing:	04/21/26
Action:	
Vote:	

KENAI PENINSULA BOROUGH
ORDINANCE 2026-12

AN ORDINANCE AMENDING BOROUGH CODE, KPB CHAPTER 2.60, TO ESTABLISH THE DEPARTMENT OF PUBLIC SAFETY COMMUNICATIONS AND SUNSET THE ADVISORY BOARD UNDER KPB 2.60.040

WHEREAS, the Kenai Peninsula Borough (KPB) owns and operates the Soldotna Public Safety Communications Center (SPSCC) pursuant to KPB 2.60.010, and SPSCC provides 911 emergency dispatch services to multiple federal, state, and local governmental agencies and other non-profit entities; and

WHEREAS, SPSCC is administered by KPB employees and is recognized as a premier dispatch center in the state; and

WHEREAS, recognizing this vital public service as a department within the executive branch aligns with current operations and will establish codified powers and duties for the department; and

WHEREAS, the emergency communications system advisory board fulfilled its mission to advise on infrastructure needs of the 911 emergency services call taking systame which is a fully functionion modern sytem established and updated to constantly evolving industry best practices and standards; and

WHEREAS, KPB wholly owns and operates the system, and proactively monitors and adopts emerging technologies and evolving industry best practices, ensuring SPSCC remains at the forefront of innovation; and

WHEREAS, KPB will continue to collaborative partner with cities, state, governmental agencies and other entities utilizing public safety communications and dispatch services;

NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That this ordinance amends KPB Code and will be codified.

SECTION 2. That KPB Chapter 2.60 is hereby amended to read as follows:

CHAPTER 2.60. [EMERGENCY SERVICE COMMUNICATIONS SYSTEM] DEPARTMENT OF PUBLIC SAFETY COMMUNICATIONS

2.60.005. Established—Powers and Duties

(A) There is established a department of public safety communications in the executive branch of the Kenai Peninsula Borough to operate and manage 911 dispatch services and other public safety communications. The principal executive of the department will be the public safety communications director who will be appointed by and serve under the supervision of the mayor and confirmed by the assembly. The director will administer the department, assume primary responsibility for managing and coordinating department responsibilities, and report to the mayor or designee.

(B) The department of public safety communications will:

(1) Implement and perform all functions, including 911 call-taking and other public safety comunications, necessary for operations of the emergency communication system at the Soldotna Public Safety Communications Center; and

(2) Perform such other duties as may be required by the mayor or as prescribed by the assembly in borough code.

2.60.010. [SYSTEM ESTABLISHED—WHERE]Emergency communications system.

[THE MAYOR IS AUTHORIZED TO] There is established an emergency communication system throughout the borough outside of the cities to provide a 911[-TYPE] call-taking and other public safety communications system and to provide dispatch services both directly or through agreements.

2.60.020. Service provided where powers relinquished.

The services of this system shall be provided to the residents of any city which relinquishes its emergency communications powers to the borough. Relinquishment of such powers by a city shall not prohibit the automatic electronic routing of calls to such city

2.60.025. [ENHANCED] 911 standards.

That the [B]borough will utilize and adopt, to the extent technically and financially feasible, the most current nationally recognized national standards and recommendations as guidelines for the practices and procedures in the operation of

the [B]borough's [ENHANCED] 911 system. These shall include National Emergency Number Association (NENA), Alliance for Telecommunications Industry Solutions (ATIS), American National Standards Institute (ANSI) and National Fire Protection Association (NFPA) standards for [E]911 systems.

2.60.027. Designation of selective router demarcation points.

The Borough hereby designates 253 Wilson Lane in Soldotna and 107 South Willow Street in Kenai as the two 911 PSAP Selective Router Demarcation Points solely for the purposes of 911 call delivery by telecommunications carriers.

2.60.030. Surcharge on local access telephone lines.

A surcharge, in the amount of up to $2.00 per month, shall be levied on each local exchange access telephone line within the Borough, and shall be billed, collected and remitted by each local exchange telephone company. All proceeds shall be utilized solely for funding of the [E]911 system. This surcharge shall be administered, applied and collected in strict compliance with all terms and requirements of AS 29.35.131.

2.60.035. Surcharge on local exchange wireless telephone numbers.

In addition to other surcharges authorized by law, a surcharge in the amount of $2.00 per month shall be levied on each wireless telephone number that is billed to an address within the borough, and shall be billed, collected and remitted by each wireless telephone service provider. All proceeds shall be utilized solely for funding of the [E]911 system. This surcharge shall be administered, applied, and collected in strict compliance with all terms and requirements of AS 29.35.131.

[2.60.040. EMERGENCY SERVICES COMMUNICATIONS SYSTEM ADVISORY BOARD.

A. A EIGHT-MEMBER 9-1-1 INTERAGENCY ADVISORY BOARD IS HEREBY ESTABLISHED TO GOVERN THE EMERGENCY SERVICES COMMUNICATION SYSTEM INCLUDING PROVIDING LONG-RANGE PLANNING FOR 9-1-1 EMERGENCY SERVICES CALL TAKING SYSTEM. THE BOARD MAY ADVISE THE BOROUGH ASSEMBLY AND ADMINISTRATION REGARDING THE INFRASTRUCTURE NEEDS TO EFFICIENTLY OPERATE THE 9-1-1 EMERGENCY SERVICES CALL TAKING SYSTEM. SUBJECT TO THE PROVISIONS OF THIS CHAPTER AND OTHER APPLICABLE LAW, AN INTERAGENCY AGREEMENT MAY BE ENTERED BETWEEN THE BOROUGH AND AFFECTED AGENCIES WITHIN THE BOROUGH WHICH SHALL GOVERN THE MEMBERSHIP AND OPERATION OF THIS BOARD.

B. MEMBERSHIP ON THE BOARD SHALL INCLUDE REPRESENTATIVES FROM THE CENTRAL EMERGENCY SERVICE AREA, THE NIKISKI FIRE SERVICE AREA, THE CITY OF HOMER POLICE DEPARTMENT, THE CITY OF SEWARD POLICE DEPARTMENT, THE CITY OF KENAI POLICE DEPARTMENT, THE CITY OF SOLDOTNA POLICE DEPARTMENT, THE ALASKA STATE TROOPERS, AND THE BOROUGH'S 9-1-1 DISPATCH CENTER. THE MAYOR SHALL APPOINT AND THE

ASSEMBLY SHALL CONFIRM BY MOTION OR RESOLUTION INDIVIDUAL APPOINTMENTS FROM THE BOROUGH TO THIS BOARD, INCLUDING THOSE FROM THE SERVICE AREAS AND THE 9-1-1 DISPATCH CENTER. THE MAYOR SHALL CONSIDER RECOMMENDATIONS OF THE APPLICABLE SERVICE AREA BOARDS WHEN APPOINTING REPRESENTATIVES FROM SERVICE AREAS. CITY MEMBERS SHALL BE APPOINTED BY EACH CITY'S APPOINTING AUTHORITY IN ACCORDANCE WITH THE LAW AND ANY APPLICABLE INTERAGENCY AGREEMENT. THE STATE OF ALASKA DEPARTMENT OF PUBLIC SAFETY WILL DESIGNATE THE ALASKA STATE TROOPER REPRESENTATIVE ON THE BOARD. ONE OR MORE ALTERNATE MEMBERS MAY ALSO BE APPOINTED FOR EACH LISTED SERVICE AREA AND AGENCY IN THE SAME MANNER DESCRIBED ABOVE FOR EACH BOARD MEMBER. THE BOROUGH MAYOR, OR A DESIGNEE, MAY SERVE AS AN ADDITIONAL EX OFFICIO MEMBER AND SHALL HAVE THE PRIVILEGE OF THE FLOOR BUT MAY ONLY VOTE IN ORDER TO BREAK A TIE.

C. APPOINTMENTS SHALL BE FOR AN INDEFINITE TERM, PROVIDED THAT THE APPOINTING AUTHORITY MAY TERMINATE AN APPOINTMENT AT ANY TIME, WITH OR WITHOUT CAUSE, IN THE SOLE DISCRETION OF THE APPOINTING AUTHORITY.

D. THE BOARD SHALL BE GOVERNED BY THE MOST CURRENT VERSION OF ROBERT'S RULES OF ORDER AND SHALL BE RESPONSIBLE FOR ANNUALLY ELECTING A CHAIR AND VICE-CHAIR. FIVE MEMBERS SHALL CONSTITUTE A QUORUM. MEMBERS MAY ATTEND VIA TELECONFERENCE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF LAW. THE BOARD MAY ADOPT BY-LAWS GOVERNING ITS PROCEDURES CONSISTENT WITH THE PROVISIONS OF THIS CHAPTER.

E. A VACANCY SHALL OCCUR IF A BOARD MEMBER:

1. IS REMOVED FROM OFFICE BY THE APPOINTING AUTHORITY;
2. IS NO LONGER EMPLOYED BY THE AGENCY, SERVICE AREA OR DEPARTMENT HOLDING A SEAT ON THE BOARD AS DESCRIBED ABOVE;
3. IS PHYSICALLY OR MENTALLY UNABLE TO PERFORM THE DUTIES OF OFFICE;
4. MISSES THREE CONSECUTIVE REGULAR BOARD MEETINGS UNLESS EXCUSED;
5. RESIGNS AND THE RESIGNATION IS ACCEPTED; OR
6. IS CONVICTED OF A FELONY WHILE A MEMBER OF THE BOARD.

F. VACANCIES IN BOROUGH SEATS ON THE BOARD SHALL BE FILLED BY MAYORAL APPOINTMENT AND CONFIRMATION OF THE ASSEMBLY. VACANCIES IN NON-BOROUGH SEATS SHALL BE FILLED IN THE MANNER PROVIDED ABOVE FOR CITY AND STATE MEMBERS.

G. BOARD MEMBERS SHALL SERVE WITHOUT COMPENSATION BUT ARE ENTITLED TO PER DIEM AND TRAVEL EXPENSES PURSUANT TO ALASKA STATUTES FROM THEIR RESPECTIVE EMPLOYERS.]

[2.60.050. DEFINITIONS.

FOR PURPOSES OF THIS CHAPTER, THE FOLLOWING DEFINITIONS SHALL APPLY UNLESS THE CONTEXT NECESSARILY REQUIRES A DIFFERENT DEFINITION:

EMERGENCY COMMUNICATIONS SYSTEM IS DEFINED AS A SYSTEM FOR AUTOMATICALLY OR MANUALLY ACCEPTING AND ROUTING EMERGENCY 911 CALLS TO THE AUTHORIZED POLICE, FIRE, OR EMERGENCY MEDICAL SERVICE PROVIDER. EMERGENCY COMMUNICATIONS POWERS RELINQUISHED BY THE CITIES DO NOT INCLUDE DISPATCH SERVICES.]

SECTION 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 4. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

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Kenai Peninsula Borough
Soldotna Public Safety Communications Center

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor

FROM: Tammy Goggia-Cockrell, 911 Emergency Communications Coordinator

DATE: March 5, 2026

RE: Ordinance 2026-12__, Amending Borough Code, KPB Chapter 2.60, to Establish the Department of Public Safety Communications and Sunset the Advisory Board under KPB 2.60.040 (Mayor)

The ordinance will amend KPB Code to formally recognize public safety communications as a department within the executive branch and set forth the powers and duties of the department.

In addition, the ordinance includes updates to KPB Chapter 2.60 and sunsets the emergency communications system advisory board (Advisory Board). The Advisory Board was established in the 1980s, when the system and associated technology were still in their infancy, with a system-specific authority to advise on infrastructure needs. That charge was successfully executed and the system eventually matured into a modern fee-for-services arrangement. KPB wholly owns and operates the system. KPB proactively monitors and adopts emerging technologies and evolving industry best practices, ensuring we remain at the forefront of innovation. The Soldotna Public Safety Communication Center (SPSCC) and KPB administration will continue to operate in collaborative partnership with the cities, state, governmental agencies and other entities utilizing public safety communications and dispatch services.

The agencies for which we provide dispatch services may submit requests for modifications or enhancements to SPSCC's operational technology, workflows, or service delivery processes. As appropriate, the Public Safety Communications Director will continue coordinate with technical staff, command personnel, and partner agencies to assess feasibility and implementation timelines, ensuring any approved changes support system integrity, service consistency, and the overall effectiveness of dispatch operations.

Your consideration is appreciated.