

CITY OF HOMER  
HOMER, ALASKA

ORDINANCE 86-34

AN ORDINANCE OF THE HOMER CITY COUNCIL  
REPEALING AND RE-ENACTING CHAPTER 18.08, HOMER  
CITY CODE, GOVERNING MUNICIPAL PROPERTY LEASES

WHEREAS, the City of Homer governs the management of municipal property leases and terms of leases; and

WHEREAS, the City will establish a Lease Negotiating Committee; and

WHEREAS, the City of Homer has set forth a Lease Management Policy and Procedures Manual.

NOW THEREFORE, the City of Homer ordains Chapter 18.08, Municipal Property Leases, is hereby repealed and re-enacted as follows:

CHAPTER 18.08

MUNICIPAL PROPERTY LEASES

Sections:

18.08.010	Definitions
18.08.020	Lease Negotiating Committee
18.08.030	Ratification of lease
18.08.040	Property available for leasing
18.08.050	Qualifications of applicants or bidders
18.08.060	Application to lease
18.08.070	Terms of lease
18.08.080	Appraisal
18.08.090	Requirements of the lease
18.08.100	Lease option
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18.08.130	Licenses, permits and use agreements
18.08.140	Appeal
18.08.150	Lease Management Policy and Procedures Manual

CHAPTER 18.08

MUNICIPAL PROPERTY LEASES

18.08.010 Definitions. For the purpose of this chapter the following words and phrases are defined as set forth below:

a. "Appraisal" means a valuation or estimation of value of property by disinterested persons of suitable qualifications.

b. "Percent lease" means a percentage lease where the amount of rent is based upon a percentage of the gross or net profits of the lessee's business or gross sales with a stipulated minimum rent.

c. "Lease" means an agreement granting exclusive possession or use of City land and/or location for a specific period of time greater than one year, in accordance with specific terms.

d. "Long-term lease" means a lease for a period of five years or longer.

e. "Sealed bid" means a method of competitive bidding for a lease whereby each party interested in leasing City property submits a bid in a sealed envelope and all such bids are opened at the same time and the highest reasonable bid is accepted.

f. "Short-term lease" means a lease for a period of one to five years.

g. "Sublease" means a lease executed by the lessee of an estate to a third person, conveying the same estate for a shorter term than that for which the lessee holds it.

h. "Fair market value" means the highest price in terms of money for which the real property is appraised by a qualified appraiser. The appraiser shall find "fair market value" to mean the amount of money which a purchaser who is willing, but not obliged, to buy the property would pay to an owner willing, but not obliged, to sell it under terms of sale typical to that class of property, taking into consideration all uses for which the land is suited.

i. "Fair rental value" means that rental computed from the appraised fair rental value of the property as determined.

j. "License" means an agreement for use of City land and/or facilities for a period less than one year.

k. "Seasonal lease" means a lease where the use of City land or facilities is limited to a specific season each year and/or the amount of rent is based upon a seasonal factor.

18.08.020 Lease Negotiating Committee.

The City Manager shall establish a Lease Negotiating Committee to negotiate terms and conditions of leases and agreements for City land and facilities for ratification by the City Council. Generally, the Committee shall include the Planning and Development Coordinator, Port and Harbor Director, Director of Finance or their designees.

18.08.030 Ratification of lease.

a. A City Council motion passed by the majority ratifying the Lease Negotiating Committee's recommendation shall be required before a lease shall be executed.

b. The City Council shall act as a board of appeals if the lessee has grounds for appeal according to Section 18.08.140, Appeals.

c. The City Council may ratify a lease of City land for less than fair rental value only if the motion ratifying the lease contains a finding that the lease is for a compelling public purpose or use, and a statement of the facts upon which the finding is based.

18.08.040 Property available for leasing.

a. All real property including tide, submerged or shorelands to which the City has a right, title and interest as owners or lessee or to which the City may become entitled, may be leased as provided in this chapter. In the case of any conflict between this chapter and any regulations or other ordinances or state law specifically governing the leasing of tide and submerged lands, the latter shall prevail.

18.08.050 Qualifications of applicants or bidders. An applicant or bidder for a lease is qualified if the applicant or bidder is:

a. A person who is at least 19 years of age; or

b. A group, association or corporation which is authorized to conduct business under the laws of the State of Alaska; or

c. Acting as an agent for another and has qualified by filing with the City Clerk a proper Power of Attorney or Letter of Authorization, creating such an agency. The agent shall represent only one principal, to the exclusion of himself.

d. A person, group or agent as outlined above in which their sources of financing provides written approval of the proposed lease agreement.

18.08.060 Application to lease. All prospective applicants or bidders for leases of City property shall file an Application to Lease with the City Clerk. The Application to Lease shall be available at City Hall during regular business hours. No person may bid on a City lease without having properly filed an Application for Lease and submitted the filing fee, in accordance with the guidelines for City Real Property incorporated in the Lease Management Policy and Procedures Manual.

18.08.070 Terms of lease.

a. The terms of the lease shall be recommended by the Lease Negotiating Committee.

b. Terms of both short and long term leases shall be negotiated and be based upon the following factors:

1. The nature of the proposed use, and
2. The type and cost of improvement to be placed upon the premises, and
3. The period of time required to amortize the improvements, and
4. The benefit to the City, and
5. Whether improvements are consistent with the Comprehensive Plan, Homer zoning ordinance and other City codes, and
6. Public needs/benefits.

c. Valuation of both long and short term lease amounts shall be based upon the following factors:

1. Appraisal, and
2. Highest and best use of land, and
3. Development (existing and planned), and

4. Economic development objectives, and
5. The location of the property is important part of its value, and
6. Alternative valuation methodologies as deemed appropriate by the Lease Negotiating Committee.
  - a. Percent of value, and
  - b. Percent of receipts, and
  - c. Base with seasonal adjustment, and
  - d. Base with percent of receipts, and
  - e. Trade for service/goods, and
  - f. Tax implications, and
  - g. Economic development implications, and
  - h. (Prime rate plus 2) percent of fair market value.
- d. All long and short term leases shall be recorded.
- e. The lessee and the Lease Negotiating Committee may negotiate only those terms delineated in Section 18.08.070(b)(1-6), Terms of lease. The method of valuation as deemed appropriate by the Lease Negotiating Committee shall not be negotiated. The final terms and value of the lease shall be recommended to the City Council by the Lease Negotiating Committee for lease ratification.

18.08.080 Appraisal.

a. All short and long term leases require the determination of the fair market value of the property to be leased or a renewal lease by the City. To determine the fair market value the City shall request this determination from the Borough Assessor's office. If the Borough Assessor is unable to provide a determination of fair market value which was made no more than six months prior to the lease execution or lease renewal date, the City shall engage a qualified appraiser agreeable to both parties to determine the fair market value of the subject property.

18.08.090 Requirements of the lessee. Proposed lessee shall be responsible for the following factors pertaining to the lease, as deemed appropriate by the Lease Negotiating Committee.

a. Property improvement plan. The proposed lessee shall submit a property improvement plan that includes a schedule for completion of proposed improvements.

b. Survey. Upon the recommendation of the Lease Negotiating Committee, the propose lessee may be required to survey the land at the proposed lessee's own expense.

c. Construction of improvements. Any improvements shall take place only after having been reviewed and approved by the appropriate advisory commission(s) as provided by City ordinance and ratification of the lease by the City Council.

e. Termination. Upon expiration of the lease where no renewal is provided, the lessee shall remove within 60 days all improvements made pursuant to the improvement plan except those improvements that the lease specifies shall become property of the City. The lessee shall restore the land to the same condition it was in at the time the lease was executed by the lessee.

18.08.100 Lease option.

a. General development agreement for City owned property may contain a right, which acts as a continuing offer, to lease property at an agreed upon price and terms within a specific time. The lease option shall give the optionee that power to accept an offer for a limited time.

b. Provisions. If the optionee accepts the option to lease, the option shall be executed according to the provisions of this Chapter 18.08.

18.08.110 Subleases.

a. General. An option to sublease City property shall be made available to the lessee when the following conditions have been met:

1. Mutual agreement to sublease has been established between the lessee and the Lease Negotiating Committee, and
2. The option to sublease is incorporated as a provision of the lease document, and
3. City Council authorization of the lease.

b. Provisions. The option to sublease City property shall be executed in accordance with the provisions of this Chapter 18.08. Lessees shall be assessed an additional lease amount as determined by the Lease Negotiating Committee in

accordance with Chapter 18.08 upon execution by the lessee of a sublease of City land or facilities.

18.08.120 Competitive bidding.

a. General. The City may provide for competitive bidding to lease City land and facilities that is suitable for a commercial or industrial use. The competitive bidding process shall be administered by the Lease Negotiating Committee.

b. Notice. Advertising for bids shall be conducted in accordance with the provisions outlined in Chapter 3.16.040(a) and (b) and Chapter 3.16.050 of the Homer Municipal Code.

c. Statement of qualifications/request for proposals. The advertisement may contain a solicitation of Statement of Qualifications or Request for Proposal, whereby the bid shall be awarded to the highest responsible bidder in accordance with the provisions of Chapter 18.08.

d. Sealed bids. The sealed bid option of competitive bidding for a lease shall be exercised at the discretion of the Lease Negotiating Committee. The sealed bid method shall be advertised in accordance with provisions set forth in Chapter 3.16.040(a) and (b).

1. Response. Responses to the sealed bid lease advertisement shall be submitted in writing to the Lease Negotiating Committee. Such response shall be submitted in a sealed envelope according to procedures outlined in the Lease Management Policy and Procedure Manual. Upon submittal of the sealed envelope, a separate check or money order made payable to the City of Homer in an amount equal to at least the first and last month's minimal rental as set forth in the advertisement may be required. In addition, a security deposit to at least six month's rental may be required.
2. Award. The lease shall be awarded to the highest and best bidder. The highest and best bidder shall be the one (a) whose bid represents the highest price per square foot, (b) who has presented the most satisfactory development plan, and (c) who, in the opinion of the Lease Negotiating Committee, most satisfactorily meets the provisions of Section 18.08.070(b), Terms of lease.

18.08.130 Licenses, permits and use agreements.

a. General. This provision applies to the temporary use of City property for a period of not more than one year, and does not require an appraisal. This type of use involves minimal disturbance to the real property and requires the applicant to return the land to its substantially original condition.

b. Authorization. The Lease Negotiating Committee may recommend for City Council ratification, licenses, permits and use agreements which involve an interest in real property for less than one year.

18.08.140 Appeals. a. General. A lessee/licensee may appeal the terms of the lease/license to the City Council within 15 days of City Council action on the agreement. The appeals procedure set forth in the Lease Management Policy and Procedures Manual shall be applied in the event of an appeal.


18.08.150 Lease Management Policy and Procedures Manual

a. The City Council herein incorporates by reference the City of Homer "Lease Management Policy and Procedures Manual."

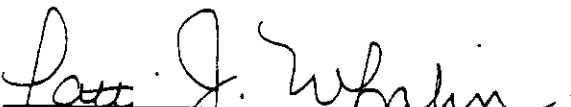
b. The Manual may be revised with City Council approval.

c. A copy of the Manual shall be available to the public during normal working hours at Homer City Hall.

CITY OF HOMER

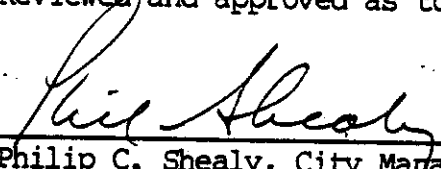
  
\_\_\_\_\_  
John P. Calhoun, Mayor

ATTEST:

  
\_\_\_\_\_  
Patti J. Whalin, City Clerk



Reviewed and approved as to form and content:

  
Philip C. Shealy, City Manager

  
A. Robert Hahn, City Attorney

First Reading:	November 10, 1986
Public Hearing:	November 24, 1986
Second Reading:	December 8, 1986
Date of Adoption:	December 8, 1986
Effective Date:	December 9, 1986

C I T Y O F H O M E R  
P R O P E R T Y M A N A G E M E N T  
P O L I C Y A N D P R O C E D U R E S

TITLE: LEASE MANAGEMENT POLICY AND PROCEDURES RESPONSIBILITY

1.0 POLICY

The policy and procedures contained herein is provided as guidance to all lease management activity in the City of Homer. It has been developed to assure compliance with the direction of the City Council, Homer Municipal Code and sound business practices. It may be revised as required to meet the needs of the City Council.

2.0 DEFINITIONS

None.

3.0 RESPONSIBILITY

3.1 The City Council is responsible for approval of the City lease management policy.

3.2 The City Manager is responsible for ensuring compliance with City lease management policies and procedures.

3.3 The Director of Finance is responsible to develop, implement and maintain lease management policy and procedures.

4.0 EXCEPTIONS

Exceptions to this policy must be approved by the City Council.

5.0 REFERENCES

None.

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P R O P E R T Y   M A N A G E M E N T  
P O L I C Y   A N D   P R O C E D U R E S

TITLE:       LEASE AUTHORIZATION POLICY AND PROCEDURES

1.0   POLICY

It is the policy of the City of Homer to lease City land for use or development when such a use or development will further a public use, when facilities to be constructed will provide public benefit, or when a proposed development complements the City's goals and objectives and the Homer Municipal Code.

2.0   DEFINITIONS

None.

3.0   RESPONSIBILITY

3.1   The Director of Finance is responsible for activating the Lease Negotiation Committee and administering the lease negotiation process.

3.2   The City Manager be responsible for ensuring compliance with City lease management policies and procedures.

3.3   The City Council is responsible for the ratification of the lease.

4.0   PROCEDURES

5.0   EXCEPTIONS

All exceptions to the policies and procedures above shall be made by an approved motion of the Homer City Council.

6.0   REFERENCES

None.

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CITY OF HOMER  
PROPERTY MANAGEMENT  
POLICY AND PROCEDURES

TITLE: LEASE APPLICATION

1.0 POLICY

It is the policy of the City of Homer to consistently implement the lease application procedures during the lease application process. Compliance with these procedures, whether on behalf of the lease applicant or City administration does not constitute approval of the lease or any portion thereof.

2.0 DEFINITIONS

2.1 City administration - The City Manager or designee who is administering a portion of the lease application process.

2.2 Lease applicant - A qualified (Section 18.08.050, HMC) person, group, association, corporation or agent who responds in writing to a published solicitation for leasing of City property.

2.3 Unresponsive - A late or incomplete lease application.

3.0 RESPONSIBILITY

3.1 The lease applicant is responsible for submission of a timely and completed application form.

3.2 The City Clerk is responsible for receiving the lease applications.

3.3 The Lease Negotiating Committee is responsible for review and recommendation of the application.

3.4 The Planning and Development staff is responsible for lease file maintenance.

4.0 PROCEDURE

4.1 All lease applicants responding to a lease advertisement shall file a lease application form.

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Lease Management Policy and Procedures Manual  
Lease Application  
Page 2

- 4.1.1 Lease application forms may be procured from the Office of the Director of Finance during regular business hours.
  - 4.1.2 Lease application forms and supporting documents shall be submitted to the Office of the City Clerk on the date and time noted in the advertisement.
  - 4.2 Unresponsive applications will not be considered, and may be picked up by the applicant or his designee at the Office of the City Clerk.
  - 4.3 All lease applicants shall be notified in writing of the status of their application at least 30 days from the advertised application submittal date.
- 5.0 EXCEPTIONS
- None.
- 6.0 REFERENCES
- 6.1 Advertising for leases shall be conducted in accordance with the provisions outlined in Section 3.16.040(a) and (b), and Section 3.16.050, Homer Municipal Code.
  - 6.2 Lease application form. (see attached)
  - 6.3 A qualified applicant or assignee conforms to the description as outlined in Section 18.08.050, HMC.
  - 6.4 An unresponsive application is defined in Section 2.0 of this policy.
  - 6.5 Parking plan should conform to the requirements of Homer Municipal Code, Section 7.12.040(d) which stipulates parking facilities for uses on the Homer Spit shall be governed under the provisions of Homer Municipal Code, Sections 7.16.070 through 7.16.110.

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CITY OF HOMER  
LEASE APPLICATION FORM

Note: Failure to complete and punctually submit this form constitutes an unresponsive application and will not be considered.

Directions:

1. Please type
2. Please submit this application form to the Office of the City Clerk, 491 East Pioneer Avenue, Homer, Alaska 99603.
3. Please answer all questions on this form, or put N/A (not applicable) in the spaces provided, as the answer applies.

Applicant name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

Daytime telephone: \_\_\_\_\_

Representative name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

Daytime telephone: \_\_\_\_\_

Property location: \_\_\_\_\_

Legal description: \_\_\_\_\_

Type of business to be placed on the property: \_\_\_\_\_

\_\_\_\_\_

Size of building(s) to be place or leased: \_\_\_\_\_

\_\_\_\_\_

Lease Application Form  
Page 2

Duration of lease requested: \_\_\_\_\_

Special lease requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of parking spaces required: \_\_\_\_\_

Submitted materials attached - The following submitted materials must be submitted when applying for a lease on City land.

1. Plot Plan (a drawing of the proposed lease property showing)

- \_\_\_ a. Size of lot (to scale)
- \_\_\_ b. Placement and size of buildings, storage units, miscellaneous structures planned (to scale)
- \_\_\_ c. Water and sewer lines, locations of septic tanks, if needed.
- \_\_\_ d. Parking spaces (numbered on the drawing with a total number indicated)

2. Development Plan

- \_\_\_ a. List the time schedule from project initiation to project completion, including major project milestones.

Project Schedule

dates

tasks

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_ b. List the size of buildings in square feet

<u>Building name</u>	<u>Size</u>
_____	_____
_____	_____
_____	_____
_____	_____
Total Square Feet	
	_____

\_\_\_ c. List the dimensions and total property area in square feet.

3. Insurance - Attach a statement of proof of insurability of potential lessee for minimum liability insurance for combined single limit of \$500,000, unless another amount is specified due to the nature of the business or lease. If subleases are involved, include the certificate of insurance.
4. Health Requirements - Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Note: Granting of this lease shall be contingent upon the potential lessee obtaining said approval from the State Department of Environmental Conservation
5. Agency Approval - Attach a statement(s) of proof that the plans have been inspected and approved by any agency (State or Federal) which may have jurisdiction of the project (i.e. State Fire Marshal, Army Corps of Engineers, Environmental Protection). Note: The granting of this lease shall be contingent upon the potential lessee obtaining approval, necessary permits, and/or inspection statement from all appropriate State or Federal agencies.



6. Fees - All applicable fees must be submitted prior to the execution of a lease.
- a. Application fee (\$20.00). Covers the costs associated with processing the application.
  - b. Lease fee (\$300.000). Covers the cost of preparing and processing the actual lease (legal fees, appraisal, administrative review).
  - c. Assignment fee (\$200.00) covers the cost of preparing and processing the lease transfer.

7. Financial Data - The applicant is a:

Sole proprietorship \_\_\_\_\_  
Partnership \_\_\_\_\_  
Corporation \_\_\_\_\_  
Other (please explain) \_\_\_\_\_

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a. Financial Statement - Attach a statement showing proof of ability of the potential lessee to meet the required financial obligations.

b. Surety Information - Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in your organization holding more than a ten percent interest?

( ) yes ( ) no

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default or performance.

c. Bankruptcy Information - Have you or any of the principals in your organization holding more than a ten percent interest ever been declared bankrupt or are presently a debtor in a bankruptcy action?

( ) yes ( ) no

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

d. Pending Litigation - Are you or any of the principals of your organization holding more than a ten percent interest presently party to any pending litigation?

( ) yes ( ) no

If yes, provide detailed information for each claim, lien or judgment.

8. Partnership Statement - If applicant is a partnership, answer the following:

a. Date of organization \_\_\_\_\_

b. General partnership ( ) Limited partnership ( )

c. Statement of partnership recorded? ( ) yes ( ) no

Where \_\_\_\_\_

d. Has the partnership done business in Alaska?

( ) yes ( ) no

When \_\_\_\_\_

Where \_\_\_\_\_

- f. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.

<u>Limited/ General</u>	<u>Name</u>	<u>Address</u>	<u>Share</u>

- e. Attach a complete copy of the partnership agreement.

9. Corporation Statement - If applicant is a corporation, answer the following:

- a. Date of incorporation \_\_\_\_\_
- b. Where incorporated \_\_\_\_\_
- c. Is the corporation authorized to do business in Alaska?  
( ) yes ( ) no  
If so, as of what date \_\_\_\_\_
- d. The corporation is held:  
Publicly ( ) Privately ( )
- e. If publicly held, how and where is the stock traded?
- \_\_\_\_\_
- \_\_\_\_\_

- f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>

- g. Furnish copy of articles of incorporation and by-laws.

- h. Furnish the names of the officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.

10. Applicant's references - List four persons or firms with whom the applicant or its owners have conducted business transactions during the past three years. Two of the references named are to have knowledge of your financial management history of which at least one must be a financial institution. Two of the references must have knowledge of your business expertise.

Reference No. 1

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature and magnitude of operation, purchase, sale, loan, business association, etc:

\_\_\_\_\_

\_\_\_\_\_

Reference No. 2

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature and magnitude of operation, purchase, sale, loan, business association, etc:

\_\_\_\_\_

\_\_\_\_\_

Reference No. 3

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature and magnitude of operation, purchase, sale,  
loan, business association, etc:

\_\_\_\_\_  
\_\_\_\_\_

Reference No. 4

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Nature and magnitude of operation, purchase, sale,  
loan, business association, etc:

\_\_\_\_\_  
\_\_\_\_\_

C I T Y   O F   H O M E R  
P R O P E R T Y   M A N A G E M E N T  
P O L I C Y   A N D   P R O C E D U R E S

TITLE:       LEASE ASSIGNMENTS

1.0   POLICY

It is the policy of the City of Homer to, upon request from the lessee, incorporate an assignment provision into the lease document. The assignment provision shall be executed upon receipt of all current and applicable payment, properly submitted documentation, a recommendation from the Lease Negotiation Committee and ratification by an approved motion of the Homer City Council.

2.0   DEFINITIONS

- 2.1   Assignable lease - a lease which contains a provision permitting its transfer by the lessee. The assignment of a lease is distinguishable from a sublease to the extent that in assigning, the lessee transfers his entire interest and estate in the demised premises, whereas in a sublease, the sublessee acquires something less than the lessee's entire interest.
- 2.2   Assignment - a transfer of the whole of real property lease by the lessee.

3.0   RESPONSIBILITY

- 3.1   The Director of Finance or designee is responsible for initial contact with the lessee.
- 3.2   The Lease Negotiating Committee is responsible for review and recommendation of the assignments to the Homer City Council.
- 3.3   The City Council is responsible for ratification of the assignments.

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4.0 PROCEDURES

4.1 Should the lessee with an assignment option in the lease document request a lease transfer; and all lease payments are current, the following assignment procedures shall be implemented.

4.1.1 The lessee shall complete the assignment form and submit it to the Director of Finance.

4.1.2 The Lease Negotiating Committee, shall review the assignment application, meet with the assignee and ascertain the feasibility of the assignment.

4.1.3 The assignee shall complete a new lease application form and submit it to the Lease Negotiating Committee for review.

4.1.4 The Lease Negotiating Committee shall recommend the assignment to the Homer City Council.

4.1.5 The Homer City Council shall ratify the assignment based on the Lease Negotiation Committee recommendation.

5.0 EXCEPTIONS

None.

6.0 REFERENCES

6.1 Assignment form.

6.2 Lease application form.

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C I T Y   O F   H O M E R  
P R O P E R T Y   M A N A G E M E N T  
P O L I C Y   A N D   P R O C E D U R E S

TITLE:      LEASE NEGOTIATION AND RATIFICATION

1.0    POLICY

It is the policy of the City of Homer to negotiate the terms of the lease. The terms of the lease, together with its valuation which is non-negotiable shall comprise the recommendation for City Council ratification.

2.0    DEFINITIONS

None.

3.0    RESPONSIBILITY

3.1    The Lease Negotiating Committee is responsible for negotiating the lease agreement.

3.2    The Director of Finance is responsible for coordination of the lease negotiation process.

3.3    The Homer City Council is responsible for ratification of the lease.

4.0    PROCEDURE

4.1    A pre-negotiating information session will be held between the Director of Finance or designee and the potential lessee, to review the lessee's application, development plan, and to initially exchange ideas on the terms of the lease.

4.2    A negotiating session will be held between the Lease Negotiation Committee and the potential lessee to discuss topics listed in Section 18.08.070 and to finalize the terms of the lease.

4.3    The Lease Negotiation Committee shall recommend the terms and the valuation of the lease to the City Council for ratification.

4.4    The Homer City Council shall ratify the lease by a motion passed by the majority.

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Lease Negotiation and Ratification  
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4.5 After City Council ratification of the lease, the lease shall be recorded. The lease is executed upon being recorded.

5.0 EXCEPTIONS

None.

6.0 REFERENCES

None.

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C I T Y   O F   H O M E R  
P R O P E R T Y   M A N A G E M E N T  
P O L I C Y   A N D   P R O C E D U R E S

TITLE:       TEMPORARY PERMIT

1.0   POLICY

It is the policy of the City of Homer to conduct a property management program which enables temporary uses of unreserved City land. These temporary uses shall be for a period of not more than one year, shall not conflict with future uses planned for the property, and should conform to the City of Homer Comprehensive Plan and Homer Municipal Code.

2.0   DEFINITIONS

2.1   Temporary Use Permit - The authorization for a use of City property for not more than one year, and involving minimal disturbance to the land.

3.0   RESPONSIBILITY

3.1   The Director of Finance or designee is responsible for being the initial contact for permit applicants.

3.2   The Lease Negotiating Committee is responsible for review and recommending approval of permits.

3.3   The City Council is responsible for ratifying the temporary use permit.

4.0   PROCEDURE

4.1   Application - A request for temporary use of City land may be received by mail, hand carried, or completed in the presence of City staff.

4.2   Fee - The applicant must pay an application fee of \$150.00 which covers the cost of processing the application.

4.3   Ratification of Temporary Use Permit - Upon recommendation from the Lease Negotiation Committee, the City Council may ratify the temporary use permit.

- 4.3.1 Permit Denial - A temporary use permit which is denied must include in the findings the reason for denial. If the applicant chooses, he may re-work the application, change the conditions upon which the permit was originally denied and re-apply.
- 4.3.2 Permit Approval - A temporary use permit ratified by the City Council shall be endorsed by the applicant signifying understanding of all stipulations imposed.
- 4.3.3 Notification - The applicant shall be notified in writing of the results of City Council action on the request within ten working days of the City Council action.
- 4.4 Permit Administration - A site visit shall be made at least once in the course of the permit period to insure that the land is in use as stipulated and that all conditions are being met. If a violation is observed, the permittee shall be notified in writing, and the permit cancelled within ten days if corrective actions are not taken.
- 4.5 Permit Termination - A letter of termination will be sent to the applicant within 30 days of the effective termination date. A final site visit is required to insure that the conditions of the land on termination conforms to the stipulations set forth in the permit.
- 4.6 Surety Required - Surety by deposit or bonding shall be required in all cases where disturbances to the land and vegetation must be restored, as in the case of temporary permits for construction on adjacent easements and properties.

Surety may also be required in cases where an authorized use may result in circumstances where clean-up, repair or revegetation is required.

Bonds shall specify the limit of liability, standards of performance required, a mechanism for approval, and a definite time for completion. Deposits shall be retained by the cashier. A receipt from the cashier will be retained in the case file.

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5.0 EXCEPTIONS

None.

6.0 REFERENCES

None.

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CITY OF HOMER  
PROPERTY MANAGEMENT  
POLICY AND PROCEDURES

TITLE: APPEALS

1.0 POLICY

It is the policy of the City of Homer to [entertain] appeals on behalf of the public pertaining to the City's property management process.

2.0 DEFINITIONS

None.

3.0 RESPONSIBILITY

3.1 The City Council is responsible for the final decision on the appeal.

3.2 The City Manager is responsible for ensuring compliance with City lease management appeal policies and procedures.

3.3 The Director of Finance is responsible for implementation and maintenance of the appeal process.

4.0 PROCEDURE

4.1 Who may appeal - A potential or actual lessee/permittee who believes that the Council action or determination regarding the lease/permit is unsatisfactory because the provisions of Chapter 18.08 were improperly implemented.

4.2 Period for appeal - An appeal must be filed with the City Clerk within 15 days of the action of determination being appealed. Any decision not appealed within that period shall become final.

4.3 Appeal process

4.3.1 The appellant shall procure an application for appeal from the Director of Finance, complete the application and submit it to the City Clerk within 15 days of the City Council action or determination.

- 4.3.2 The appellant and all parties who have participated in the decision shall be provided with 15 days notice of the scheduling of the appeal hearing.
- 4.3.3 An electronic tape recording shall be kept of the entire proceeding and shall be transcribed to typewritten minutes. The electronic tape recording shall be preserved for one year unless required for further appeals.
- 4.3.4 The final decision of the City Council shall be made in writing and made solely upon the record. The final decision shall contain an official statement of findings and reasons supporting its decision. This statement shall refer to specific evidence in the record.
- 4.3.5 Copies of the final decision and official statement shall be promptly mailed to all participating parties.

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