

1 CITY OF HOMER
2 HOMER, ALASKA

3
4 ORDINANCE 18-16(S)
5
6

7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 REPEALING HOMER CITY CODE CHAPTER 18.08 AND THE
9 HOMER PROPERTY MANAGEMENT POLICIES AND
10 PROCEDURES MANUAL AND REENACTING CHAPTER 18.08
11 CODIFYING CERTAIN POLICIES FROM THE PROPERTY
12 MANAGEMENT MANUAL, CLARIFYING HOMER'S LAND
13 ALLOCATION PROCESS, EXPANDING LEASE REVIEW TO
14 INCLUDE ADDITIONAL RECOMMENDATIONS BY APPROPRIATE
15 COMMISSIONS, REMOVING THE LEASE COMMITTEE,
16 REMOVING THE REQUIREMENT THAT ALL LEASES MAY BE
17 INCREASED TO REFLECT INFLATION AS DETERMINED IN THE
18 CONSUMER PRICE INDEX, AND EXPANDING COUNCIL'S ROLE
19 BY REQUIRING IT'S APPROVAL PRIOR TO EXECUTION OF A
20 LEASE, EARLY TERMINATION OF A LEASE OR TERMINATION
21 OF LEASE NEGOTIATIONS.
22

23 **WHEREAS**, the City of Homer ("City") currently has a complex leasing policy that
24 requires the City and applicants to comply with lengthy policies, procedures, and Homer City Code
25 provisions as well as the terms of the request for proposal specific to a specific parcel; and
26

27 **WHEREAS**, it is in the City's best interest and the interest of lease applicants to streamline
28 and simplify the leasing process by incorporating essential lease policy and procedures currently
29 in the City's Property Management Policy and Procedures into the Homer City Code, the City's
30 lease templates or specific lease agreements; and
31

32 **WHEREAS**, the City Council's approval of the essential terms of new long-term leases
33 and not just the award of such leases increases Council's input and oversight, public input and
34 transparency into the lease process; and
35

36 **WHEREAS**, the City Council's approval of the termination of negotiations or early
37 termination of a lease for default also increases oversight, public input and transparency in the
38 lease process,
39

40 **NOW THEREFORE**, The City of Homer Ordains:
41

42 Section 1: Chapter 18.08 "City Property Leases" is repealed and reenacted to read as
43 follows:
44

Chapter 18.08

CITY PROPERTY LEASES

Sections:

- 18.08.005 Purpose.
- 18.08.010 Definitions.
- 18.08.020 Land Allocation Plan - property available for lease.
- 18.08.030 Standardized leases.
- 18.08.040 Council approval of lease.
- 18.08.045 Lease applications.
- 18.08.050 Requests for proposals-competitive bidding process.
- 18.08.060 Criteria for evaluating and approving proposals.
- 18.08.065 Lease application and proposal documents.
- 18.08.070 Notice to award.
- 18.08.075 Lease rental rates.
- 18.08.080 Lease execution and final approval.
- 18.08.090 Development and use.
- 18.08.100 Appraisal.
- 18.08.110 Options to renew.
- 18.08.120 Improvements.
- 18.08.130 Lease renewal.
- 18.08.140 Sublease.
- 18.08.150 Early termination.
- 18.08.160 Assignments.
- 18.08.170 Insurance.
- 18.08.175 Exception – Leasing to government entities.
- 18.08.180 Assessments – Capital improvement projects.
- 18.08.190 Connection to utilities.
- 18.08.195 Processing and filing fees.

18.08.005 Purpose.

The purpose of this chapter is to ensure that the lease of City-owned property maximizes the value of City assets and that the City awards leases that provide the highest and best use of City-owned property. It is the policy of the City to lease its property in a fair and nondiscriminatory way.

18.08.010 Definitions.

For the purpose of this chapter, the following words and phrases are defined as set forth in this section:

1 “Applicant” means a person applying to lease or acquire an interest in City-owned
2 real property and includes bidders and proposers.

3
4 “Appraisal” means a valuation or estimation of value of property by an Alaska
5 Certified General Real Estate Appraiser or an otherwise qualified appraiser selected
6 by the City Manager.

7
8 “Assignment” means a transfer of a leasehold interest or rights to a leasehold
9 interest, in its entirety, in City-owned real property.

10
11 “City Manager” means the City of Homer Manager or his or her designee.

12
13 “Fair market rent” means the rental income that a public or private property would
14 most likely command in the open market, indicated by the current rents paid for
15 comparable space as of the date of the appraisal.

16
17 “Irregularities” means deviations from the request for proposal that are not
18 substantive in nature and/or typographical or scrivener errors that do not impact the
19 integrity or responsiveness of the proposal.

20
21 “Long-term lease” means a written agreement granting exclusive possession or use
22 of City-owned real property for more than one year.

23
24 “Short-term lease” means a written agreement granting exclusive possession or use
25 of City-owned real property for one year or less.

26
27 “Surveyor” means a registered professional land surveyor.

28
29 18.08.020 Land Allocation Plan-property available for lease.

- 30
31 a. Unless dedicated or reserved to another purpose, all real property including
32 tide, submerged or shorelands to which the City has a right, title and interest
33 as owner or lessee, or to which the City may become entitled, may be leased
34 as provided in this chapter. In the case of any conflict between this chapter
35 and any local, State or federal law governing the leasing of City tide and
36 submerged lands, the law governing the leasing of City tide and submerged
37 landsshall prevail.
38
39 b. The City administration shall maintain a list of all City-owned properties
40 authorized for lease by Council. This list shall be adopted annually and
41 contain the information required under this chapter. The list may be called
42 the Land Allocation Plan and will be made available to the public at the City
43 Clerk’s office.
44
45 c. Council shall adopt a Land Allocation Plan that identifies:
46

- i. City-owned property available for lease;
 - ii. The property description, lease rate, preferred length of the lease term for each available parcel; and
 - iii. Any requirements, preferences or restrictions regarding use and/or development.
- d. Council may identify property in the Land Allocation Plan that is subject to competitive bidding. Property subject to competitive bidding in the Land Allocation Plan need only identify the property description in the Land Allocation Plan but all other terms required in subsection (c) of this section shall be identified in the request for proposal for such properties.
- e. Prior to the adoption of the Land Allocation Plan, Council shall hold a work session. Commission members and City staff may provide recommendations to Council during the work session regarding City-owned property available for lease and the terms of such leases.
- f. The City shall provide public notice of the adoption of the Land Allocation Plan and the City-owned real property available for lease no more than 60 days after its adoption.
- g. All uses and activities on City-owned real property available for lease are subject to all applicable local, state, and federal laws and regulations.
- h. The Council may restrict specific City-owned properties to certain uses or classes of use that serve the City's best interest.

18.08.030 Standardized leases.

- a. The City Manager shall develop a standardized ground lease that contains provisions generally applicable to the lease of City-owned property and a standardized building lease that contains provisions generally applicable to the lease of space in City-owned buildings. The standard lease documents shall be reviewed by the City Attorney and approved by Council.
- b. Lease terms may deviate from the standardized lease terms when the City Manager determines such deviations are reasonable and necessary to protect the City's best interests and Council approves the lease as required in HCC 18.08.040.

18.08.040 Council approval of leases.

- a. All long-term leases for more than five years shall be approved by Council via ordinance. All long-term leases for five years or less shall be approved by Council via resolution.

- b. The City Manager may execute short-term leases without Council approval when the City Manager determines that a short-term lease is in the best interest of the City and notifies the Council in writing of the short-term lease and its essential terms.
- c. Short-term leases are not required to go through the competitive bidding process unless the short-term lease would result in the lease of City-owned property to the same lessee for more than one consecutive year.
- d. Except as expressly provided in this chapter, property leased by the City from a third party that is available for sublease or the lease of space in City-owned buildings located on real property owned by a third party is exempt from this chapter.

18.08.045 Lease applications.

Except for property subject to competitive bidding under this chapter, persons interested in leasing City property may submit a lease application to the City Clerk. The City Manager shall consider all applications and determine if an application is complete and meets the criteria identified in the Land Allocation Plan. When the City receives more than one lease application for a parcel that meets the criteria established for that parcel in the Land Allocation Plan, the City Manager shall evaluate the applications using the criteria in HCC 18.08.060 and award the lease most advantageous to the City. If both applicants are equally advantageous to the City, the City Manager shall award the lease to the applicant who submitted a completed application first. Applicants may be charged a fee for processing a lease application.

18.08.050 Requests for proposals-competitive bidding process.

- a. The City Manager may issue a request for proposals to lease specific property identified in the Land Allocation Plan at any time after posting the notice required in HCC 18.08.020(d).
- b. A request for proposal advertised by the City must identify the property description of the property available for lease, the time frame for the submission of requests for proposals, any preferred uses or industries, and the overall criteria the City intends to use to score and rank proposals.
- c. The City Manager must obtain approval from the Council before requesting proposals to lease property not identified in the Land Allocation Plan as property available for lease.

18.08.060 Criteria for evaluating and approving proposals and competing lease applications.

1 a. The Criteria for evaluating proposals shall include, but is not limited to, the
2 following:

- 3
- 4 1. Compatibility with neighboring uses and consistency with applicable
5 land use regulations including the Comprehensive Plan;
- 6
- 7 2. The development plan including all phases and timetables;
- 8
- 9 3. The proposed capital investment;
- 10
- 11 4. Experience of the applicant in the proposed business or venture;
- 12
- 13 5. Financial capability or backing of the applicant including credit history,
14 prior lease history, assets that will be used to support the proposed
15 development;
- 16
- 17 6. The number of employees anticipated;
- 18
- 19 7. The proposed rental rate;
- 20
- 21 8. Other financial impacts such as tax revenues, stimulation of related or
22 spin-off economic development, or the value of improvements left
23 behind upon termination of the lease;
- 24
- 25 9. Other long term social economic development; and
- 26
- 27 10. The residency or licensure of the applicant in the City, Kenai Peninsula
28 Borough, and/or the State of Alaska, as identified in the City's request
29 for proposal and permitted under state and federal law.
- 30

31 b. Determination of rent shall take into consideration the following factors:

- 32
- 33 1. Appraisal or tax assessed valuation;
- 34
- 35 2. Highest and best use of land;
- 36
- 37 3. Development (existing and planned);
- 38
- 39 4. Economic development objectives;
- 40
- 41 5. The location of the property; and
- 42
- 43 6. Alternative valuation methodologies as negotiated by both parties.
- 44

45 18.08.065 Lease application and proposal documents.
46

1 Upon request by the City Manager or as required in a request for proposal or the
2 Lease Allocation Plan, an applicant or proposer shall provide, at its sole expense,
3 the following:
4

- 5 1. A Property Improvement Plan with information regarding planned
6 improvements by lessee, including schedule for commencement and
7 completion of proposed improvements.
8
- 9 2. A survey of the property subject to the proposed lease; and/or
10
- 11 3. If only a portion of a lot is to be leased, a subdivision plat.
12

13 18.08.070 Notice to award.
14

- 15 a. The City Manager shall consider all responses to the City’s request for
16 proposals that are timely and responsive. Untimely submissions shall be
17 returned to the proposer without review and that proposer shall not be
18 considered.
19
- 20 b. The City Manager may, in his or her sole discretion, and upon a
21 determination that none of the proposals are in the City’s best interest,
22 recommend rejection of all proposals.
23
- 24 c. Upon a determination that a proposal is the most advantageous to the City,
25 the City Manager shall recommend the proposal to Council for acceptance.
26 If Council approves the recommendation, the City Manager shall issue a
27 Notice to Award the lease to the successful proposer. The City Manager’s
28 recommendation shall be presented to Council in a written memorandum
29 identifying the recommended winning proposer, the property description,
30 the essential terms of the proposed lease, and the reasons the City Manager
31 recommended the award.
32
- 33 d. The City Manager shall submit any recommendation for approval of a
34 proposal under this chapter for property located on the Homer Spit or in the
35 Marine Commercial or Marine Industrial zoning districts to the Port and
36 Harbor Advisory Commission for review and comment prior to
37 recommending a proposal to Council.
38
- 39 e. If the Council adopts the City Manager’s recommendation, the City
40 Manager shall negotiate with the winning applicant and present a final lease
41 to the Council for approval. A Notice to Award is conditional upon the City
42 Manager’s successful negotiation of a final written lease consistent with the
43 terms upon which the award was based.
44

- 1 f. The City Manager may, with Council approval, rescind a Notice to Award.
2 A Notice to Award becomes void on the date the City Manager provides
3 written notice to the proposer that the award has been rescinded.
4
- 5 g. The City Manager may rescind a Notice to Award at any time prior to the
6 execution of a lease if the proposer can no longer meet the terms of the
7 proposal.
8
- 9 h. If the City Manager rescinds a Notice to Award, the City Manager may
10 negotiate with the next most responsive proposer and submit a new
11 recommendation for award to Council and Council may approve the award
12 of the proposal to that recommended proposer. If negotiations with the next
13 most responsive bidder are unsuccessful, all bids must be rejected and a new
14 request for proposal may be issued.
15
- 16 i. The Council may approve other bidding or proposal procedures or
17 exceptions to these procedures via resolution.
18
19

20 18.08.075 Lease rental rates.

- 21
- 22 a. Except as otherwise provided in this section, all property shall be leased at
23 no less than “fair market rent.”
24
- 25 b. Payments of a higher than fair market rent resulting from a proposal or lease
26 application is generally in the public interest and will help to establish fair
27 market rent using current market forces.
28
- 29 c. The Council may establish a minimum rent or “asking price.” It may set a
30 minimum rent at an amount equal to or higher than the estimated “fair
31 market rent” if it finds that it is in public interest to do so. It may set uniform
32 rental rates for a class of similar properties that remain available for leasing
33 after the conclusion of a competitive lease offering.
34
- 35 d. Except as otherwise provided in this chapter, Council may approve a lease
36 of City land for less than fair market rent only if the motion approving the
37 lease contains a finding that the lease is for a valuable public purpose or use,
38 and a statement identifying such public purpose or use.
39
- 40 e. The lease shall provide for payment of interest or a late fee for rent past due,
41 and provide for recovery by the City of attorneys’ fees and costs to the
42 maximum extent allowed by law in the event the City is required to enforce
43 the lease in court, and such additional provisions pertaining to defaults and
44 remedies as the City Manager may determine to be in the City’s interest.
45

46 18.08.080 Lease execution and final approval.

- a. After a Notice to Award a lease is approved by Council or a lease application is approved by the City Manager, the City Manager is responsible for finalizing and executing the lease agreement with the successful applicant or proposer. After Council’s approval of the Notice to Award but before Council approval under HCC 18.08.040, the City Manager may negotiate non-essential long-term lease terms and make changes necessary to clarify the terms of the long-term lease or correct clerical errors.
- b. The City Manager has authority to negotiate all terms of short-term leases subject to the provisions of this chapter.
- c. After a lease is executed by both parties, the City Manager shall draft and the City Clerk shall record a memorandum of lease. Lessee is responsible for the recording fees.

18.080.090 Development and use.

- a. All leases must require the lessee to comply with all applicable local, state, and federal laws.
- b. Except as provided otherwise in the lease agreement, an as-built survey including elevations performed by a surveyor shall be provided to the City within six months of completion of development on the leased property. Each additional structure or significant improvement shall require an updated as-built survey. All surveys are to be provided by lessees at their expense.
- c. Except as provided otherwise in the lease agreement, at the time each as-built survey is submitted, a statement of value including leaseholds and all improvements shall be provided. The statement of value shall be either a letter of opinion or appraisal completed by an appraiser.
- d. All development requirements and performance standards contained in the lease shall be strictly enforced and if not complied with or negotiated for modification shall be cause for the lease to be terminated. Failure to enforce the terms of the lease shall not constitute waiver of any such term.
- e. The City may require a lease of City-owned property to be secured by any means that meet the City’s best interest, including without limitation, a security deposit, surety bond or guaranty.

18.08.100 Appraisal.

- 1 a. An appraisal of the fair market rent of the property will be required before
2 final approval of a lease and within one year prior to renewal.
3
- 4 b. The requirement of an appraisal may be waived at the discretion of the City
5 Manager for short-term leases.
6
- 7 c. All leased properties shall be appraised every five years from the effective
8 date of the lease.
9
- 10 d. Except as otherwise provided under this section or in a specific lease, lease
11 rates shall be increased on the anniversary of the lease effective date to
12 reflect property appraisal values. A lessee shall be notified of any increase
13 in the appraised value of the property at least 30 days before the increased
14 rental rate becomes effective.
15
- 16 e. In the event an appraisal reports a decrease in fair market rent, a lessee may
17 petition or the City Manager may recommend to Council a reduction in the
18 lease rate. Council may approve a reduction if it determines via resolution
19 that such reduction corresponds with the appraised fair market rent and is
20 in the City's best interest.
21
- 22 f. Each year, the City will select and retain an appraiser to appraise all leased
23 City-owned property due for appraisals in that year. The City will have sole
24 discretion to select the appraiser and bears the cost of the appraisal.
25

26 18.08.110 Options to renew.
27

- 28 a. Leases may contain no more than two options to renew and each option
29 must be for less than 25% of the length of the initial lease term.
30
- 31 b. A lessee may not exercise an option to renew unless the City Manager
32 determines that the lessee is in full compliance with the terms of the lease
33 at the time of renewal.
34
- 35 c. A lessee whose initial lease and all options have expired shall have no
36 automatic right of further renewal or extensions.
37

38 18.08.120 Improvements.
39

- 40 a. Except as otherwise provided in the lease agreement, construction of
41 improvements shall take place only after review and approval of the
42 construction plans by the City Manager and only after all applicable permits
43 have been secured and legal requirements met.
44
- 45 b. Improvements not included in the lease agreement or improvements that
46 are inconsistent with or deviate from those permitted in the lease agreement

1 must be approved by Council via resolution. Council shall only approve
2 such improvements upon recommendation by the City Manager and after
3 review by the Port and Harbor Commission, the Homer Advisory Planning
4 Commission, and any other commission determined to be appropriate by
5 the City Manager. Inconsistent improvements may be approved if the
6 proposed changes to the improvements serves the City's best interest and/or
7 when changes are necessary due to relevant changes in industry or the local
8 economy
9

10 c. All improvements constructed upon leased property become the property of
11 the City upon termination of the lease unless otherwise provided in the lease
12 agreement or agreed to by the parties in writing.
13

14 d. Lessee shall be responsible for all taxes, including property taxes on the
15 leasehold interest in the real property and improvements and any sales tax
16 on rent payments.
17

18 18.08.130 Lease renewal.
19

20 a. Council, upon written recommendation by the City Manager may exempt
21 the renewal of a lease from competitive bidding if Council finds such
22 exemption serves the City's best interests. .
23

24 b. A lessee seeking to enter into a new lease with the City exempted from
25 competitive bidding under this section must submit a lease application and
26 a written request for a new lease to the City Manager at least 12 months but
27 no more than 18 months prior to the expiration of the existing lease. The
28 City Manager shall notify Council of new lease requests under this section.
29 The City will review the application but is under no obligation to enter into
30 a new lease.
31

32 c. If Council approves the new lease without a competitive process, it must do
33 so by resolution within six months of the date the lease application is filed
34 with the City.
35

36 d. Council shall consider the following factors when determining whether to
37 exempt a lease from competitive bidding under this subsection:
38

39 1. Lessee's past capital investment and binding commitment to future
40 capital investment;
41

42 2. Lessee's financial condition and prior lease history;
43

44 3. The number of persons employed and the prospect for future
45 employment;
46

- 1 4. Tax revenues and other financial benefits to the City anticipated in the
2 future if the lease is renewed;
- 3
- 4 5. Consistency of past use and intended future use with all applicable laws,
5 including land use codes and regulations, the Comprehensive Plan, and
6 Overall Economic Development Plan;
- 7
- 8 6. Other opportunities for use of the property that may provide greater
9 benefit to the City; and,
- 10
- 11 7. Other social, policy, and economic considerations as determined by
12 Council.
- 13

14 18.08.140 Sublease.

- 15
- 16 a. City property may be subleased if expressly permitted in the lease
17 agreement and approved in writing by Council.
- 18
- 19 b. Except as provided otherwise in the lease agreement, all subleases must be
20 in writing, executed by the parties, and approved by Council after a
21 recommendation is provided by the City Manager.
- 22
- 23 c. Approval must be granted prior to occupancy of the leased premises by a
24 sub-tenant.
- 25
- 26 e. Lessee shall be assessed additional rent equal to at least 10 percent of the
27 current rent for the subleased area upon approval of a sublease.
- 28
- 29 f. Subleasing shall not be used to transfer substantially all of a leasehold
30 interest.
- 31
- 32 g. All subleases must comply with all applicable federal, state, and local laws.
- 33

34 18.08.150 Early termination.

35
36 Except as provided otherwise in the lease agreement, Council shall approve the
37 termination of a lease for failure to comply with the lease terms. The City Attorney
38 shall be consulted prior to termination of a long-term lease for failure to comply
39 with lease terms. The City Manager may only terminate a lease for failure to comply
40 with the lease terms after receiving Council approval to do so. The City Manager
41 shall seek approval to terminate under this section in executive session. The name
42 of lessee and description of the leased property shall not be included in any public
43 notices or documents circulated by the City unless and until Council approves
44 termination of the lease under this section. The City Manager shall notify a lessee
45 in writing that Council will be considering termination of the lease and provide the
46 date, time, and place of the meeting at which Council will consider such

1 termination. Lessee may waive the right to confidentiality under this section and
2 request Council hold its discussion of termination in public. This section shall not
3 prevent the City from sending lessee, or other parties with an interest in the lease,
4 notifications and/or correspondence related to the lease or lessee's compliance with
5 its terms.
6

7 18.08.160 Assignment.
8

- 9 a. Except as provided in the lease agreement, Council must approve the
10 assignment of a lease to another party.
11
- 12 b. Except as otherwise provided in this section or the lease agreement, the City
13 Manager must make a determination that a lessee is in full compliance with
14 a lease before an assignment will be effective. The City Manager may, in
15 his or her sole discretion, consent to assignment of a lease where lessee is
16 in full compliance with the lease terms except for payments owed so long
17 as assignor and/or assignee agree in writing to pay the full amount owed
18 within 90 days of the assignment. An assignment shall not be effective and
19 shall constitute default by lessee if full payment is not received within 90
20 days of the assignment.
21
- 22 c. Except as otherwise provided in the lease agreement, if the lessee is in good
23 standing and eligible to assign the lease, the following procedures apply:
24
 - 25 1. The lessee shall file a written request for assignment and a complete
26 new lease application to the City Manager;
27
 - 28 2. The City Manager shall review the request and new lease application
29 and determine whether the proposed assignee is qualified under this
30 chapter and the assignment is in the City's best interests;
31
 - 32 3. The City Manager shall make a recommendation on the assignment to
33 Council for final action; and
34
 - 35 4. Council shall approve or deny the request for assignment via resolution.
36
 - 37 5. Assignment of long-term leases on the Homer Spit or within the Marine
38 Commercial or Marine Industrial zoning districts shall be reviewed by
39 the Port and Harbor Advisory Commission prior to submission to
40 Council for approval. Except as otherwise provided in the lease
41 agreement, assignment of all other long-term leases shall be reviewed
42 by the Homer Advisory Planning Commission prior to Council
43 approval.
44

- 1 d. Council may approve assignment of a lease to a bank or other financial
2 institution if it determines the assignment is in the best interest of the City
3 and The City Manager recommends approval.
4
5 e. Where a lessee intends to assign the lease as part of a sale of the business
6 located on the leased lot, the person who intends to purchase the business
7 may apply to extend the lease term to allow the continuation of the business
8 and to secure financing for the purchase of that business.
9

10 18.08.170 Insurance.

- 11
12 a. All lessees shall keep in force for the full term of the lease public liability
13 insurance in the amount of not less than \$1 Million coverage per occurrence
14 for bodily injury, including death, and property damage. The City shall be
15 named as an additional insured.
16
17 b. Lessees who intend to conduct activities which could potentially have
18 significant risk of environmental contamination shall also obtain not less
19 than \$2 Million in Environmental Impact insurance and/or Environmental
20 Clean-up Policy, or the equivalent subject to review and approval by the
21 City Manager. The City shall be named as an additional insured. The City
22 will determine on a case-by-case basis whether a lease of City property will
23 involve a significant risk of environmental contamination due to the use of
24 the property, the presence of hazardous materials, or the location of the
25 property.
26
27 c. Certificates of Insurance showing the required insurance is in effect and
28 identifying the City as an additional insured shall be provided to the City at
29 the time a lease becomes effective and annually thereafter, and upon every
30 change in insurance provider or insurance coverage.
31
32 d. All insurance policies must be in effect for the duration of the lease term, or
33 longer if stated in the lease, and the City must be notified of any changes to
34 policies.
35
36 e. Insurance requirements that exceed those required in this section may be
37 imposed in the terms of a lease agreement.
38

39 18.08.175 Exception-leasing to government entities.

- 40
41 a. Except as otherwise prohibited by law, leases to federal or state government
42 entities or political subdivisions or agencies of the State of Alaska or the
43 United States may be exempted from this chapter upon a finding by Council
44 that it is in the City's best interest to do so.
45

- b. The City may lease real property to the United States, the State of Alaska, a political subdivision of the State, or an agency of any of these entities, for less than fair market rent if Council determines it is in the City’s best interest to do so.

18.08.180 Assessments – Capital improvement projects.

- a. Lessees of City property shall pay all real property special assessments levied and assessed against the property to the full extent of installments billed during the lease term.
- b. In the event the City completes a capital improvement project which directly benefits the leasehold property and no local improvement district is formed to pay the cost of that project, the City may, in its sole discretion, impose, and the lessee shall pay as additional rent, the leasehold property’s proportionate share of the cost of the project. The amount of additional rent imposed annually by the City under this subsection shall not exceed the amount which would have been payable annually by the lessee if a local improvement district had been formed which provided for installment payments on a schedule and bearing interest at rates typical of other local improvement districts of the City for that type of capital improvement.

18.08.190 Connection to utilities.

Lessees of City real property shall connect to City utilities and bear all costs of connections and adhere to all applicable local, State and Federal regulations. Connections to newly installed City utilities shall be made as soon as possible after completion.

18.08.195 Processing and filing fees.

Fees for lease applications, lease, subleases and assignments, and other related fees shall be established by Council by resolution. Failure to pay fees owed may result in the rejection of a lease application or denial of lease renewal, assignment or sublease.

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

ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER THIS __ DAY OF JUNE, 2018.

CITY OF HOMER

BRYAN ZAK, MAYOR

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ATTEST:

MELISSA JACOBSON, MMC, CITY CLERK

AYES:
NOES:
ABSTAIN:
ABSENT:

First Reading:
Public Hearing:
Second Reading:
Effective Date:

Reviewed and approved as to form:

Mary K. Koester, City Manager

Date: _____

Holly Wells, City Attorney

Date: _____