



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Clerk

491 East Pioneer Avenue

Homer, Alaska 99603

[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

(p) 907-235-3130

(f) 907-235-3143

## Memorandum

### Agenda Changes/Supplemental Packet

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
FROM: MELISSA JACOBSEN, MMC, CITY CLERK  
DATE: SEPTEMBER 28, 2020  
SUBJECT: REGULAR MEETING AGENDA CHANGES AND SUPPLEMENTAL PACKET

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#### **CONSENT AGENDA**

Pull Homer City Council unapproved Regular Meeting Minutes for September 14, 2020. Minutes are not complete for approval.

Ordinance 20-71, An Ordinance of the City Council of Homer, Alaska, Authorizing the City Manager to Credit the Owners of The Property Known as KPB Parcel #17718013 for the Value of their Armor Rock and Other Materials, Not to Exceed \$36,000 Against the Future Assessment Levied by the City for the Homer Seawall Retention Project. City Manager/Public Works Director.

Written Public Comments

Page 3

Resolution 20-088, A Resolution of the City Council of Homer, Alaska Supporting Full Funding (\$14,049,988) for the State of Alaska Municipal Harbor Facility Grant Program in the FY 2022 State Capital Budget.

Change the sponsor from Mayor to City Manager/Port Director

#### **ANNOUNCEMENTS/PRESENTATIONS/REPORTS**

Economic Relief Grant Programs Report Written Report

Page 4

#### **PUBLIC HEARING**

Alder Lane Water Improvement Special Assessment District

District Boundary, Proposed improvement Plan, and Preliminary Assessment Roll

Page 6

Ordinance 20-60, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating \$2,251,058.85 in Coronavirus Relief Funds from the Kenai Peninsula Borough to the City's Economic Relief Grant Programs and Authorizing the City Manager to Execute Agreements with the Kenai Peninsula Borough for Cooperative or Joint Administration of Functions or Powers through Subgranting Coronavirus Relief Funds. City Manager.

**ORDINANCES**

Ordinance 20-72, An Ordinance of the City Council of Homer, Alaska, Amending the 2020 Capital Budget an Authorizing the Expenditure of \$1,035,970 from the General Fund to Complete the Homer Seawall Armor Rock Improvement Project. City Manager/Public Works Director.

Written Public Comments

Page 3

**CITY MANAGER'S REPORT**

CARES Act Power Point

Page 22

**NEW BUSINESS**

Memorandum 20-154 from Councilmembers Aderhold and Venuti re: Letter of Support for a National Science Foundation Coastlines and People Large Hub Proposal Regarding Harmful Algal Blooms, Mariculture, and Sea Star Ecology.

Written Public Comment

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**RESOLUTIONS**

Resolution 20-092, A Resolution of the City Council of Homer, Alaska Acknowledging the Sufficiency of the Seawall Improvement Special Assessment District and Approving the Improvement Plan, Estimated Not-To-Exceed Cost of Improvement and Assessment Methodology. City Clerk.

Written Public Comments

Page 3 and 35-38

**From:** [Heather Renner](#)  
**To:** [Renee Krause](#)  
**Cc:** [Janette Keiser](#); [Carey Meyer](#); [Melissa Jacobsen](#)  
**Subject:** comment on Seawall Resolution and Ordinance  
**Date:** Sunday, September 27, 2020 8:37:27 PM

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

Regarding Ordinance 20-071, Ordinance 20-072, and Resolution 20-092  
From: Heather and Martin Renner, Oscar Munson Subdivision Lot 34, KPB Parcel #17718013

Thank you for all your hard work to armor the toe of the seawall. We hope that this project will go forward. In order not to jeopardize this project we did not file a formal objection. However, now that the off-wall properties are no longer in the proposed Special Assessment District (Resolution 20-092), we find our property in the same position as before. When the current maintenance district was created, the City Council unanimously approved ordinance 12-29, which specifically excluded the lot we now own. We see no change in circumstances that would warrant a change now.

The previous owners of our lot made substantial investments in the maintenance of the seawall fronting our lot (including 100 tons of armor rock) and represented to the Army Corps of Engineers and the City their intent to continue to do so. We have upheld our end of this agreement, most recently consulting with a seawall engineer and purchasing an additional 250 tons of armor rock and geotextile fabric. As a result, the seawall fronting our property is still intact, unlike much of the rest of the seawall. We appreciate the offer laid out in Ordinance 20-071, which would reimburse us for our recent expenditure. Nevertheless, we are concerned about future maintenance and therefore urge the council not to reverse the previous Ordinance 12-29, but to keep our lot out of a newly formed Special Assessment District. Instead, we would continue taking responsibility for the maintenance of the seawall fronting our lot. We are more than willing to work with the city to ensure that the armor rock fronting our lot will match the city's design, creating a uniform structure.

A study by Steve Baird, Kachemak Bay Research Reserve, has formed the basis of many City planning decisions. This analysis projected minimal erosion damage on our property through 2053. The originally proposed budget (which was sent to us by mail) therefore proposed to include our lot at a rate of 27%, comparable to off-wall lots, instead of the full 100%. The proposal in Resolution 20-092, however, does not reduce our rate. Excluding us from a new district would be the cleanest way to address this issue.

Should these concerns be unacceptable, we urge the Council to adopt ordinance 20-071, to ensure we do not have to purchase our rock twice.

Respectfully,

Heather and Martin Renner



**City of Homer**

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491 East Pioneer Avenue  
Homer, Alaska 99603

(p) 907-235-8121

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# **CARES Act Economic Relief Grant Programs Update**

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## **September 28, 2020**

The City of Homer's Nonprofit, Childcare Business and Social Services Economic Relief Grants have been available to the public since Tuesday, September 7, 2020. We are now entering the fourth week of the programs running. The application period ends this Friday, October 2 at 5:00 p.m.

### **Nonprofit Economic Relief Grant Program (NERG)**

**22** Applications received (**4** paper/**18** online)

**20** Approved applications as of September 28

**9.14.20:** 7 applications were approved and submitted to the Finance Department

**9.21.20:** 7 applications were approved and submitted to the Finance Department

**9.28.20:** 6 applications were approved and submitted to the Finance Department

**1** Denied application

**1** Pending applications

**\$182,074.50** Total grants awarded (out of \$750,000.00)

### **Childcare Economic Relief Grant Program (CBERG)**

**3** Applications received (**0** paper/**3** online)

**3** Approved applications as of September 28

**9.14.20:** 0 applications were approved and submitted to the Finance Department

**9.21.20:** 2 applications were approved and submitted to the Finance Department

**9.28.20:** 1 application was approved and submitted to the Finance Department

**0** Denied applications

**0** Pending applications

**\$70,000.00** Total grants awarded (out of \$150,000.00)

### **Social Services Economic Relief Grant Program (SoSERG)**

**6** Applications received (**0** paper/**6** online)

**5** Approved applications as of September 28

**9.14.20:** 3 applications were approved and submitted to the Finance Department

**9.21.20:** 1 application was approved and submitted to the Finance Department

**9.28.20:** 1 application was approved and submitted to the Finance Department

**0** Denied applications

**1** Pending application

**\$84,884.00** Total grants awarded (out of \$200,000.00)

For more information please contact Sara Perman | [sperman@ci.homer.ak.us](mailto:sperman@ci.homer.ak.us) | (907) 299-0523

## **Household Economic Relief Grant (HERG)**

The Household Economic Relief Grant Program opened to the public today, September 28, 2020. The program will run through Friday, October 16 at 5:00pm.

### **ERGs & HERG Advertising Efforts**

Newspaper coverage: Weekly ¼ page display ads and feature stories in Homer News. A story on HERG by Megan Pacer is forthcoming.

Press releases: A press blast was sent out to local news outlets in conjunction with Legislative Offices and the Homer Chamber.

PSAs: PSAs are running/set to be running on KBBI and Peninsula Radio Group Stations through October 16.

Social Media: The City of Homer Facebook pages shared the launch of the various ERG programs, will post about upcoming deadlines and include the respective application links.

Email: Direct outreach to nonprofits and nonprofit related organizations (i.e. MAPP, Homer Foundation) to spread the word. Direct outreach to Arts & Culture organizations re: Rasmuson Foundation matching funds. Direct outreach to Childcare Businesses.

Fliers: Posted at select public locations around Homer.

Radio: Bi-weekly COVID-19 updates (news stories/call-in shows) on KBBI.

**Concept Cost Estimate  
ALDER STREET WATER IMPROVEMENT**

**Construction Cost**

	quantity	unit	unit price	cost
Mobilization	1	LS	\$3,500	\$3,500
Clearing/Grubbing	1	LS	\$3,000	\$3,000
8" HDPE Main	1250	LF	\$90	\$112,500
8" Valve	2	EA	\$5,500	\$11,000
Fire Hydrant	3	EA	\$7,000	\$21,000
1" water service	9	EA	\$2,000	\$18,000
Connect to Existing	1	EA	\$1,750	\$1,750
Type II Gravel	760	CY	\$30	\$22,800
Pipe Bedding	100	CY	\$27	\$2,700
Seeding	20	MSF	\$55	\$1,100
Construction Survey	1	LS	\$4,500	\$4,500
SWPP Plan	1	LS	\$3,800	\$3,800
Geotextile Fabric	600	SY	\$6	\$3,600
				<b>\$209,250</b>

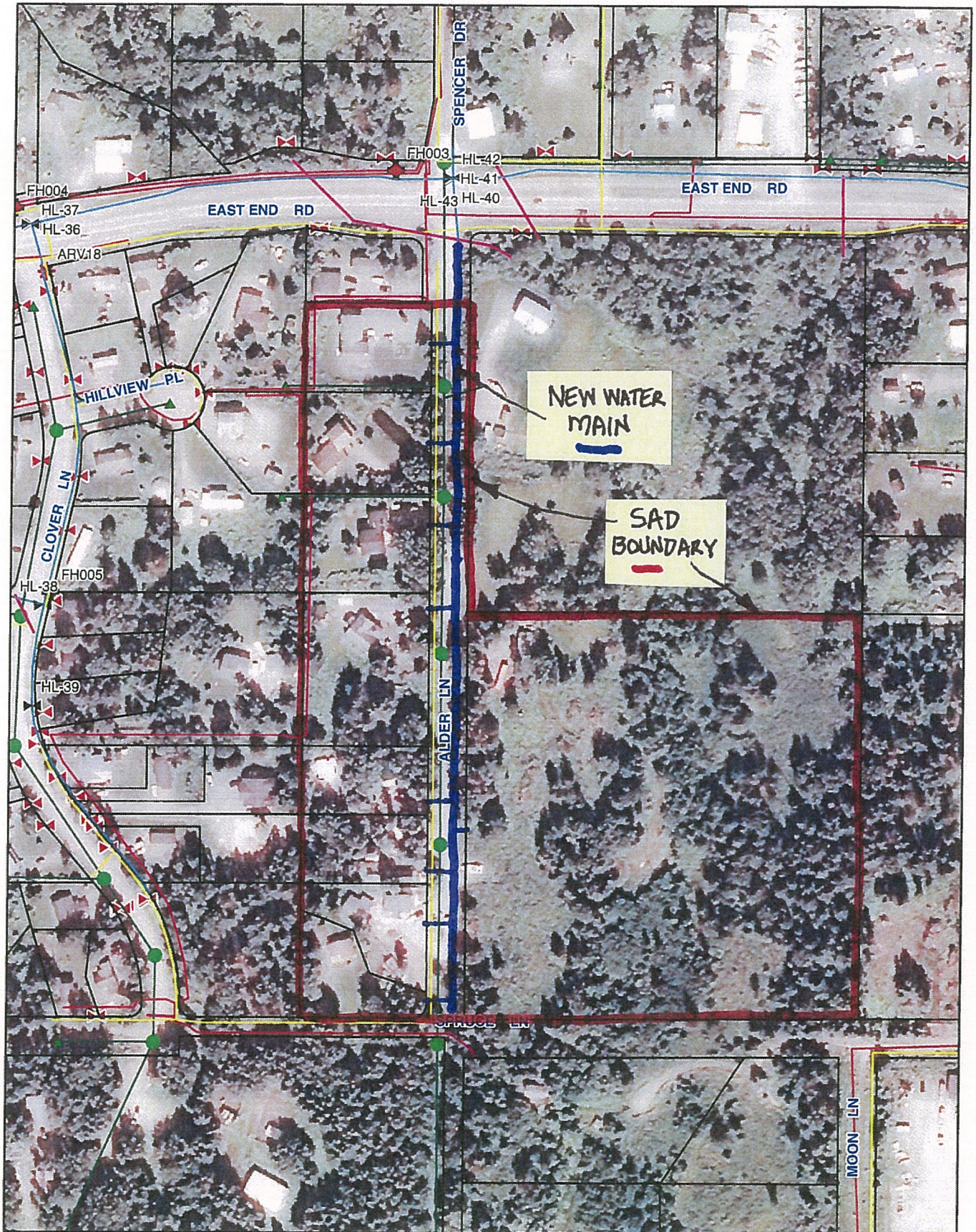
<b>Construction</b>	\$209,250
<b>Design (12%)</b>	\$25,110
<b>Inspection (4%)</b>	\$8,370
<b>City Administration (5%)</b>	<u>\$10,463</u>

**Total Project Cost** \$253,193

<b>Property Owner Share</b>	\$189,894
<b>City (HAWSP) Share</b>	\$63,298

Owner	Area (Acres) Benefitted	Frontage (Feet)	Assessment Method			
			Equal Share	Frontage Foot	Benefitted Area	
Cooper Subd Lot 2, BLK 2	Haaland	0.64	140.0	\$21,099	\$14,948	\$14,875
Cooper Subd Lot 3, BLK 2	Banks	0.74	160.0	\$21,099	\$17,083	\$17,199
Cooper Subd Lot 4, BLK 2	White	0.71	155.0	\$21,099	\$16,550	\$16,502
Cooper Subd Lot 5, BLK 2	Trieweiler	1.10	240.0	\$21,099	\$25,625	\$25,566
Cooper Subd Lot 6 & 9, BLK 2	Young	0.50	107.5	\$21,099	\$11,478	\$11,621
Cooper Subd Lot 6 & 9, BLK 2	Young	0.50	107.5	\$21,099	\$11,477	\$11,621
Haaland Addn Lot 7-B	Parker	0.49	170.3	\$21,099	\$18,186	\$11,389
Haaland Addn Lot 7-A	Herreman	0.46	38.2	\$21,099	\$4,079	\$10,691
Tietjen Subd Tract E	Lexicon	3.03	660.0	\$21,099	\$70,469	\$70,430
		8.17	1778.5	\$189,894	\$189,894	\$189,894

with 20 years financing, interest rate 2%  
 estimated annual payments (equal share) = \$ 1,290 (\$108/mo)



1 inch = 200 feet

**PRELIMINARY ASSESSMENT ROLL**

PROJECT NAME: **Alder Lane Water Improvement Special Assessment District**

DATE: **July 13, 2020**

TOTAL ESTIMATED PROJECT WATER: **\$253,193.00**

Districts shall be assessed 75% property owner share of the project. Benefitted property owners will be required to pay that portion of the cost through the formation of a Special Assessment District: **\$189,894**

HOMER ACCELERATED WATER AND SEWER PROGRAM (HAWSP) SHARE: **\$63,298**

	PROPERTY OWNER NAME & ADDRESS	LEGAL DESCRIPTION & PARCEL NUMBER	ASSESSED PROPERTY VALUE	ESTIMATED PROPERTY OWNER SHARE OF ASSESSMENT BENEFITTED AREA METHOD
1	HAALAND TRUST HAALAND ALEX 26 NORSE RD. SOUTH DENNIS, MA 02660-2818	T 6S R 13W SEC 15 Seward Meridian HM 0720764 COOPER SUB LOT 2 BLK 2 KPB #17929010	\$ 530,000.00	\$14,875
2	DALE BANKS & SHARON ROUFA P.O. BOX 2888 HOMER, AK 99603-2888	T 6S R 13W SEC 15 Seward Meridian HM 0720764 COOPER SUB LOT 3 BLK 2 KPB #17929011	\$ 317,300.00	\$17,199
3	ALLEN J. WHITE P.O. BOX 1486 HOMER, AK 99603-1486	T 6S R 13W SEC 15 Seward Meridian HM 0720764 COOPER SUB LOT 4 BLK 2 KPB #17929012	\$ 440,700.00	\$16,502
4	ALEX G. & LINDSAY TRIEWEILER 4937 ALDER LN. HOMER, AK 99603-8115	T 6S R 13W SEC 15 Seward Meridian HM 0720764 COOPER SUB LOT 5 BLK 2 KPB #17930010	\$ 404,500.00	\$25,566
5	JOSEPH YOUNG, JAMES EMMETT DANIEL YOUNG, WILSON BRIDGER 4905 ALDER LN HOMER, AK 99603-8115	T 6S R 13W SEC 15 Seward Meridian HM 0850106 COOPER SUB LOTS 6 & 9 BLK 2 RENF REW ADDN LOT 6A BLK 2 KPB #17930021	\$ 196,000.00	\$11,621
6	DANIEL WAYNE YOUNG 3351 HOMER SPIT RD. HOMER, AK 99603-8014	T 6S R 13W SEC 15 Seward Meridian HM 0850106 COOPER SUB LOTS 6 & 9 BLK 2 RENF REW ADDN LOT 6B BLK 2 KPB #17930022	\$ 197,400.00	\$11,621
7	JASON K. HERREMAN 2554 SPRUCE LN. HOMER, AK 99603-9484	T 6S R 13W SEC 15 Seward Meridian HM 2012043 COOPER SUB HAALAND ADDN LOT 7-A KPB #17930048	\$ 235,500.00	\$10,691



**PRELIMINARY ASSESSMENT ROLL**

PROJECT NAME: **Alder Lane Water Improvement Special Assessment District**

DATE: **July 13, 2020**

TOTAL ESTIMATED PROJECT WATER: **\$253,193.00**

Districts shall be assessed 75% property owner share of the project. Benefitted property owners will be required to pay that portion of the cost through the formation of a Special Assessment District: **\$189,894**

HOMER ACCELERATED WATER AND SEWER PROGRAM (HAWSP) SHARE: **\$63,298**

	PROPERTY OWNER NAME & ADDRESS	LEGAL DESCRIPTION & PARCEL NUMBER	ASSESSED PROPERTY VALUE	ESTIMATED PROPERTY OWNER SHARE OF ASSESSMENT BENEFITTED AREA METHOD
8	JAMES C. PARKER JESSICA J. MOORE P.O. BOX 3581 HOMER, AK 99603-3581	T 6S R 13W SEC 15 Seward Meridian HM 2012043 COOPER SUB HAALAND ADDN LOT 7-B KPB #17930049	\$ 248,100.00	\$11,389
9	LEXICON, LLC P.O. BOX 2000 HOMER, AK 99603-2000	T 6S R 13W SEC 15 Seward Meridian HM 0700591 TIETJEN SUB TRACT E KPB #17928011	\$ 79,400.00	\$70,430



# KENAI PENINSULA BOROUGH

## G R A N T A G R E E M E N T

<b>Originating Grant Agency</b> AK Dept. Community, Commerce and Economic Development	<b>Local Authorization</b> KPB O2019-19-39 KPB R2020-056 KPB R2020-057	<b>KPB Account Number</b> 271.95212.CAR22.43011	<b>Total Grant Award</b> \$2,251,059.06
<b>Federal Pass-Through Agency</b> U.S. Department of Treasury	<b>CFDA #</b> 21.019	<b>Program Title</b> CRF KPB Sub-subrecipient Program	<b>Purpose</b> Respond/Recovery/Mitigation
<b>Project Title</b> Pass-through Assistance to KPB Municipalities		<b>Funds Verified by</b>	<b>Date</b>

Grantee	Borough Contact Person
<p><b>Name</b> City of Homer</p> <p><b>Mailing Address</b> 491 E Pioneer Ave Homer, AK 9960392-</p> <p><b>EIN# / DUNS#</b> 0030963 / 040171563</p> <p><b>Contact Person</b> Jennifer Carroll, Special Projects &amp; Communications</p> <p><b>Phone</b>      <b>Email</b> 235-8121 x2246      jcarroll@ci.homer.ak.us</p>	<p><b>Name</b> Brenda Ahlberg, Community &amp; Fiscal Projects Manager</p> <p><b>Mailing Address</b> 144 N. Binkley Street</p> <p><b>City/State/Zip</b> Soldotna, AK 99669</p> <p><b>Email</b> bahlberg@kpb.us</p> <p><b>Phone</b>      <b>Fax</b> (907) 714-2153      (907) 714-2377</p>

The Kenai Peninsula Borough (*hereinafter* "Borough") and the City of Homer (*hereinafter* "Grantee") agree as set forth herein.

**Section I:** The Borough shall pay Grantee for the performance of the project work under the terms outlined in this "Agreement." The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement.

In no event shall the payment exceed \$2,251,059.06 unless this Agreement is modified, in writing, with the mutual consent of both parties.

**Section II:** The Grantee shall perform all of the work required by this Agreement.

**Section III:** The work to be performed under this agreement begins 03/01/2020 and shall be completed no later than 12/30/2020.

**Section IV:** The Agreement consists of this page and the following attachments:

- A. Scope of Work and Use of Funds
- B. Standard Procedures and Provisions
- C. Grantee Coverage of Insurance
- D. Cooperative Agreement
- E. Environmental and Historical Preservation Form
- F. Activity Report

**Section V:** The Community & Fiscal Projects Manager shall control the original, including any attachments.

Grantee	Borough
<p>Signature: _____</p> <p><b>Authorized Signatory Name and Title</b> Rob Dumouchel, City Manager</p> <p>Date: _____</p>	<p>Signature: _____</p> <p><b>Authorized Signatory Name and Title</b> Charlie Pierce, Borough Mayor</p> <p>Date: _____</p> <p>Attest: _____ Johni Blankenship, MMC, Borough Clerk Date: _____</p> <p>Approved as to form and legal sufficiency: _____ Borough Attorney</p>

# Coronavirus Relief Fund – Emergency Protective Measures

## Attachment A: Scope of Work and Use of Funds

**Project Description:** The purpose of this Borough Grant is to provide funding in the amount of \$2,251,059.06 to the City of Homer (*hereinafter referred to as “Grantee”*) for the purpose of reimbursing eligible expenditures to address the emergency protective measures, response, recovery or mitigation costs associated with the impacts of the public health emergency resulting from the coronavirus disease as described in the Grantee’s correspondence dated September 10, 2020 and City of Homer Ordinance 20-60 (see pages 13-16).

### Project Management

The project will be managed by the Grantee. The Grantee’s signature authority or designated representative may receive or make all communications regarding the performance or administration of this Agreement. The Borough Community & Fiscal Projects Manager, or such other person(s) as designated by the Borough Mayor, is hereby designated as the representative of the Borough to receive or make all communications, payment requests, and reports regarding the performance or administration of this Agreement, and is authorized to approve payment under this Agreement. The parties may change their representative upon written notification to the other party.

### Key Contact Information

Brenda Ahlberg, Community & Fiscal Projects Manager  
Kenai Peninsula Borough  
907-714-2153  
bahlberg@kpb.us

### Project Approval

The Assembly approved and appropriated funds by way of KPB Ordinance 2019-19-39; and project approval was authorized by KPB Resolution 2020-056. The grantee should reference account project number 271.95212.CAR22.43011 in all correspondence.

### Project Budget and Performance Period

The budget and budget narrative shall constitute the maximum amount available to the grantee for work performed under this Agreement. Grant funds, or any earnings therefrom, may be spent only for the purposes of the grant project as described herein. Any monies used for purposes not authorized by this Agreement shall be refunded to the Borough immediately after such expenditures, with or without demand by the Borough.

The performance period shall be effective for the period commencing on March 01, 2020 and ending December 30, 2020. The Borough shall have no obligation for payment of services rendered by the grantee which are not performed within this specified period. The grantee must liquidate all obligations not later than the reporting period ending January 15, 2021.

## Source of Funding and Authorizations

**Source of Funds:** This project shall be funded, in full, through the State of Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs “Coronavirus Relief Fund” a federal pass-thru grant, the full and complete terms and provisions of which shall be incorporated by this reference in this Agreement. Federal funds for this project are identified by the Catalog of Federal Domestic Assistance (CFDA) #21.019 U.S. Department of the Treasury. The federal program regulations 2 CFR 200, as applicable to the grantee, may be found online at:

<https://ecfr.gov>

**Federal authorization:** Coronavirus Aid, Relief, and Economic Security Act, Section 601 of the Social Security Act as added by Section 5001, Public Law 116-136.

**Condition for Receipt of Funds:** Funds provided by the Borough to the grantee under this program may not be used as a match or cost-sharing provision to secure other federal monies.

## Use of Funds

Funds may be used to reimburse costs as defined by the U.S. Department of the Treasury, CARES Act Coronavirus Relief Fund allocation to State, Local and Tribal governments within the scope of the uses described below. The full and complete terms are cited by reference and can be found at:

<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Funds may be used to reimburse costs for emergency protective measures defined in the FEMA Public Assistance Program Category B – Emergency Protective Measures as authorized by the Stafford Disaster Relief and Emergency Assistance Act for the purpose of responding to the Presidential Federal Disaster Declaration, Alaska COVID-19 Pandemic (DR-4533-AK). The full and complete terms are cited by reference and can be found at:

[https://www.fema.gov/media-library-data/1587382887848-f9def17e6317d54da7db7f1fd3081559/EligibleEmergencyProtectiveMeasuresFactSheetforCOVID-19\(03.19.20\).pdf](https://www.fema.gov/media-library-data/1587382887848-f9def17e6317d54da7db7f1fd3081559/EligibleEmergencyProtectiveMeasuresFactSheetforCOVID-19(03.19.20).pdf)

More specifically, funds may be used for programs the Grantee agrees to establish and administer as described in Attachment C in cooperation with the Grantor to assist with the recovery from the impacts of COVID-19 including administering grant programs for qualifying CRF program costs under this grant agreement as follows:

- To provide qualified assistance for emergency and medical response organizations’ personal protection and preparedness costs;
- Administer grant programs to provide funds to senior citizen centers in the borough to support eligible costs for programs and services for senior citizens;
- Administer grant programs to assist small businesses recover qualified costs; or

- Administer grant programs to assist nonprofits to recover qualified costs.

Other uses of these funds are not authorized under this agreement unless agreed upon in writing signed by both parties through an amendment to this agreement.

Funds will be considered obligated if they have actually been encumbered for goods or services received prior to the end date of the performance period. Encumbered funds must be liquidated by January 15, 2021. All unexpended grant funds must be returned to the Borough on or before January 29, 2021.

### Payment Terms and Conditions

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#### **Payment:**

1. Upon full execution of this Grant Agreement, the Borough will release payment in full as approved by KPB Resolution 2020-056 for the purpose of costs incurred during the performance period in accordance with this Grant Agreement.
2. In no case shall the total amount of payments exceed the total amount of this Grant Agreement. Under no circumstances shall the Borough release funds to the Grantee unless all required financial and activity report forms are current, in accordance with the Grant Agreement.

**Reporting Requirements:** Activity reports and financial reports are due *concurrently* within ten (10) days after the end of the month being reported.

1. **Activity Reports.** Monthly activity reports shall identify what services have been provided and/or what activities have been conducted under this Grant Agreement, as well as the outcome or results of those activities. The reports should show substantial work effort in the performance of the tasks and completion of tasks as required by the Grant Agreement. See Attachment F Activity Report.
2. **Financial Reports.** Monthly financial activity shall be submitted as an expenditure statement by fund which indicates the approved budget and actual expenditures for the monthly reporting period and life-to-date. The report shall also report any interest earned on the advanced grant funds. Grantees will be required to revise reports if adjustments are necessary for prior-reported periods.

#### **Email Reports to:**

Brenda Ahlberg, Community & Fiscal Projects Manager  
Kenai Peninsula Borough  
[bahlberg@kpb.us](mailto:bahlberg@kpb.us)  
907-714-2153

### Retention of Records

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The grantee shall retain financial and other records relating to the performance of this grant agreement for a period of five years from the date of the close out letter issued by the Borough to the grantee.

# Coronavirus Relief Fund – Emergency Protective Measures

## Attachment B: Standard Procedures and Provisions

### Standards for Financial Management

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#### **Financial Management System:**

1. The grantee will maintain an accounting system and a set of accounting records that, at a minimum, allows for the identification of individual projects by source of revenue and expenditures related to this project.
2. All costs will be supported by source documentation.
3. The grantee's accounting records will be the basis for generating financial reports which must reflect accurate and complete data. In addition, financial records must be properly closed out at the end of the project period and all reports submitted in a timely manner.

**Indirect Costs:** No indirect costs are allowed. Indirect costs are defined as daily administrative functions or services including, but not limited to, processing payroll, purchasing, accounts payable, cash receipts, cash disbursements, cash management, grant management, real and personal property valuation, tax billing and collection, miscellaneous billing and collection, legal services or computer support services.

### Procurement Standards

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**Compliance:** The grantee shall comply with the guidelines of U.S. Office of Management and Budget Circular 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, which sets forth principles and standards for determining the costs allowable under grants and contracts involving federal funds.

1. These provisions define the standards for use in establishing procedures for procurement of supplies, equipment and other services which cost is borne in whole or in part as a condition of this Agreement.
2. These standards include but are not limited to the following:
  - a) Grantee may use its own procurement policies provided that they are adhered to or are stricter than the applicable standards;
  - b) Grantee shall maintain a code of conduct which shall govern the performance of its officers, employees or agents in contracting with or expending grant funds; and
  - c) All procurement transactions shall be conducted in a manner so as to provide for maximum open and free competition.

**Sub-contracting:** The grantee may enter into a subcontract for any of the work performed under this Agreement without obtaining the prior written approval from the Borough. Upon approval, the subcontractor agreement shall contain, at a minimum, sections of the federal program requirements pertaining to debarring and suspending vendors, lobbying certifications, audit requirements, and/or any other Federal, state and local requirements specific to the project or project activities (2 CFR Part 1326, Subpart C "Government wide Debarment and Suspension).

## Audits and Monitoring

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**Federal Requirements:** The expenditure of funds under this Agreement may be subject to U.S. Office of Management and Budget Circular 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards – Subpart F. The grantee shall comply with the requirement which require the any grantee receiving \$750,000 or more in a year in federal funds to have an audit made for that year. The grantee shall provide, upon request, audited single audit reports if applicable.

### **Monitoring:**

The grantee may receive an on-site review from the Borough, or its authorized representatives. Monitoring staff may review project and financial activity relating to the terms of this Agreement. Upon request, the Borough shall be given full and complete access to all information related to the performance period of this Agreement to ensure compliance with the project activities and consistently applied costs.

The grantee shall provide the Borough and its authorized representatives all technical staff, assistance and information needed to enable the Borough or the Federal government personnel to perform its monitoring function. This assistance from the grantee includes, but is not limited to, information about the grantee’s project operation, accounting and data-base systems.

### **Program and Financial Deficiencies:**

Through audits, reviews, monitoring or other means, the Borough may find the grantee to have program or financial deficiencies in the performance of the Agreement. Such deficiencies may include, but are not limited to, the areas of accounting, financial controls, budgeting, and/or project compliance issues. If deficiencies are found, the Borough may require the grantee to take corrective action and to submit a written corrective action plan to address identified deficiencies. All corrective action plans must be accepted by the Borough or its authorized representatives. Any corrective action must be satisfactorily completed within thirty (30) calendar days from the date of written notification.

The Borough, in its sole discretion, may require the grantee to submit periodic written verification that measures have been taken to implement the corrective action. If the grantee fails to demonstrate its compliance with the approved corrective action plan within the time constraints set by the Borough, the Borough may, at its option, exercise its rights to terminate the Agreement. The Borough may exercise any of the other rights and remedies available to it at law or in equity.

## Standard Provisions

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### **General Conditions:**

1. Grantee agrees to perform the work as specified in this agreement and in accordance with its terms and conditions.
2. Grantee is encouraged to use a competitive process when making procurements for goods and services.

3. Grantee shall maintain separate accounting records for expenditures of all funds in conjunction with this grant program.
4. All unexpended grant funds as of the end of the grant period must be returned to the Borough on or before January 29, 2021.
5. The Grantee, at such times as the Borough may require, shall furnish the Borough with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Agreement.
6. Grantee shall retain all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by this Agreement for a period of five years after the completion date of the Agreement, or until final resolution of any audit findings, claims, or litigation related to the grant.

**No Maintenance or Further Funding Responsibility:** By signing this Agreement, Grantee certifies that it will not ask the Borough to operate or maintain its program, except as may be otherwise agreed to in writing signed by both parties. Grantee understands, acknowledges and agrees that the Borough shall not be responsible for any services, programs, maintenance, operations, or further funding to Grantee, or actions related thereto, and has not, and will not assume any such responsibility, all of such to be the sole and exclusive responsibility of Grantee.

**Defense and Indemnification.** Subject to the appropriation of available funds, the Grantee shall indemnify, defend, save and hold the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys' fees resulting from Grantee or Grantee's officers, agents, employees, partners, attorneys, and suppliers' performance or failure to perform under this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Grantee shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the Borough, its agents, or employees. Grantee shall also not be required to defend or indemnify the Borough for damage or loss that has been found to be attributed to an independent party directly responsible to the Borough under separate written contract. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause shall remain in full force and effect.

**Insurance.** Grantee shall purchase at its own expense and maintain in force at all times during the term of this Agreement Commercial General Liability and Automobile Insurance. Such policies are to include bodily injury, personal injury, and property damage with respect to the property and the activities conducted by Grantee in which coverage shall not be less than \$1,000,000 per occurrence or such higher coverage as specified by the Borough. The policy shall name the Borough as an additional insured. Borough approval shall be required for the amount of any deductible or self-insured retention.



Additionally, per Alaska statute, Grantee shall purchase and maintain, at its own expense, worker's compensation and employer's liability insurance for all employees who are performing work under this Agreement.

Proof of Insurance: *Grantee shall deliver to the Borough certificates of insurance along with Grantee's signature on this Agreement.* The certificates shall indicate the Borough as an additional insured. This insurance shall be primary and exclusive of any other insurance by the Borough. Failure to provide the certificate of insurance required by this section, or a lapse in coverage, is a material breach of the terms of this Agreement entitling the Borough to terminate this Agreement.

**Relationship of Parties.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Borough and independent grantee of funds.

**Conflict of Interest.** No officer or employee of the grantee or its designee or agents; no member of the governing body of the jurisdiction in which this grant is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to this grant during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project or program assisted under this grant Agreement.

**No Exclusive Service; No Property Interest.** The grantee understands, acknowledges and agrees that all supplies, materials and equipment purchased with the grant funds shall be and shall remain the property of the Grantee, subject to all applicable Federal Uniform Administrative and Program Requirements.

**Publication, Reproduction and Use of Materials.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The Borough shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement or with the use of grant funds.

**Termination.** The Borough may terminate this Agreement, by written notice, whenever, in the sole opinion of the Borough it is in the best interest of the Borough. In the event that Grantee does not perform the tasks as required in this Agreement, or does not submit any required reports for verification of performance, the Borough may exercise its option to terminate this Agreement. Upon termination the Grantee shall refund ineligible expenditures and the remaining balance of funds granted pursuant to this agreement within 30 days of the date of notice, unless expressly not required by the Grantor for good cause shown by the Grantee.

**Notices:** Any notices or communications given under this Agreement must be made in writing either by prepaid first class mail, personal delivery, or email (a) if to Grantor, at either the physical or email address of Grantor as hereinabove set forth, or at such other address as Grantor may designate by notice, or (b) if to Grantee, at either the physical or email address of Grantee as hereinabove set forth, or at such other address as Grantee may designate by notice.

**Permits, Taxes and Adherence to Local, State, and Federal Laws.** Signing of this Agreement does not, in any manner, excuse Grantee from complying with any other law, Alaska state statute or regulation, or Borough ordinance or regulation. Grantee must in all cases adhere to all local, state and federal laws and regulations that pertain to public funds, to the services performed pursuant to this Agreement, and related to wages, taxes, social security, workers' compensation, nondiscrimination, licenses, permits, and registration requirements. Grantee shall pay all taxes pertaining to its performance under this Agreement, and shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement.

**Jurisdiction; Choice of Law.** Any civil action arising from this Agreement shall be brought in the superior court for the Third Judicial District of the State of Alaska at Kenai. The laws of the State of Alaska shall govern the rights and obligations of the parties.

**Non-Waiver.** The failure of the Borough at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof. No conditions or provisions of this grant Agreement can be waived unless approved by the Borough in writing. Waiver by the Borough of any non-compliance by Grantee, or excusing or extending performance, shall not be considered a waiver of any other rights of the Borough or a waiver of the right to terminate in the event of future breaches.

**Security Interest.** The grantee will not grant any security interest in, or allow any lien or encumbrance of any nature upon the grant funds allocated to this project.

**No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of each party hereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between the Borough and Grantee, and supersedes all prior, inconsistent negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both the Borough and Grantee.

**Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

## **Coronavirus Relief Fund – Emergency Protective Measures**

### **Attachment C: Cooperative Agreement**

Pursuant to KPB Resolution 2020-064, the Grantee and Grantor agree to cooperate in the administration of functions and powers to support COVID-19 response and recovery efforts within the borough in furtherance of the Coronavirus Relief Fund (CRF) grants to support qualifying CRF programs operated by the Grantee. All grant management actions by either or both parties must adhere to U.S. Treasury guidance and 2 CFR 200 in addition to other applicable law.

The Grantee agrees to establish and administer programs in cooperation with the Grantor to assist with the recovery from the impacts of COVID-19 including administering grant programs for qualifying CRF program costs under this grant agreement as follows:

- To provide qualified assistance for emergency and medical response organizations' personal protection and preparedness costs;
- Administer grant programs to provide funds to senior citizen centers in the borough to support eligible costs for programs and services for senior citizens;
- Administer grant programs to assist small businesses recover qualified costs; or
- Administer grant programs to assist nonprofits to recover qualified costs.

The Grantor agrees to provide the funds in compliance with this agreement and to share information requested by Grantee in furtherance of the authorized purposes of this grant for the benefit of both parties and to the extent the information may lawfully be shared.

# Coronavirus Relief Fund

## Attachment D: Environmental and Historical Preservation Form

Under federal disaster declaration DR-4533-AK, certain emergency protective measures are statutorily exempted from review under the National Environmental Policy Act (NEPA). However, grantees are responsible for completing activities in a manner that complies with all state and local guidelines and for obtaining all necessary permits. Notice: work in violation of local, state or federal laws, regulations and executive orders may be ineligible for reimbursement.

This form should be completed for improvements defined as retrofits, renovations, modifications, upgrades or physical security enhancements to existing structures. This requirement includes projects that involve the purchase of equipment that must be installed onto or affixed within a building or structure.

Grant KPB Account Number:

Grant (Federal Pass-Through): Coronavirus Relief Fund Subrecipient Program

Project Description: Summarize purpose and how it will benefit the community as a result of the disaster.

### Project Documentation:

1. Legal description and documentation that conveys site control. Example documents include certification of ownership and dedication or certificate of borough tax assessment.

2. Latitude and longitude of the building or structure.

3. Physical address of the building or structure.

4. Age of building or structure.

### Photo Documentation:

1. Provide photos of the exterior of the building and the interior room(s) where the project will be completed.
2. Provide an aerial map of the exterior of the building or structure.

Visit the Kenai Peninsula Borough GIS Division, online mapping tool to download much of the required information at <https://www.kpb.us/gis-dept/interactive-mapping>.



# Community & Fiscal Projects

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2150 • (907) 714-2377

**From:** City of Homer  
**Account:** 271.95212.CAR22.43011

**Award Amount:** \$2,251,059.06  
**Project Title:** 22CAR Coronavirus Relief Fund

**Submit Report To:**  
 Brenda Ahlberg, Community & Fiscal Projects  
 bahlberg@kpb.us  
 Kenai Peninsula Borough  
 144 N. Binkley St., Soldotna, AK 99669

**Period of Performance for this Report:**  
**Start Date:** MM/DD/2020  
**End Date:** MM/DD/2020

**FINAL REPORT IS DUE BEFORE 01/29/2021**

<< DOUBLE-CLICK THE SPREADSHEET. FILL IN THE BUDGET COLUMN TO ACTIVATE THE EMBEDDED FORMULAS >>

Cost Category	Authorized budget	Total expenditures from ALL prior reports	Expenditures to reimburse this period	Total expenditures to date	Balance of Funds
Payroll	\$ -	\$ -	\$ -	\$ -	\$ -
Building/Structure Retrofits	\$ -	\$ -	\$ -	\$ -	\$ -
Meals Program Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Medical/Protective Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Telework Capabilities	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Grant funds Prepaid to City Advance Balance \$ \_\_\_\_\_  
 \$( \_\_\_\_\_)  
 Interest earned on grant advance \$ \_\_\_\_\_

**PROGRESS REPORT:** Describe activities that have occurred during this reporting period. Describe any challenges you may have experienced, any foreseen problems, and/or any special requests. Attach additional pages.

**Grantee Certification:** I certify that the above information is true and correct, and that expenditures are made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

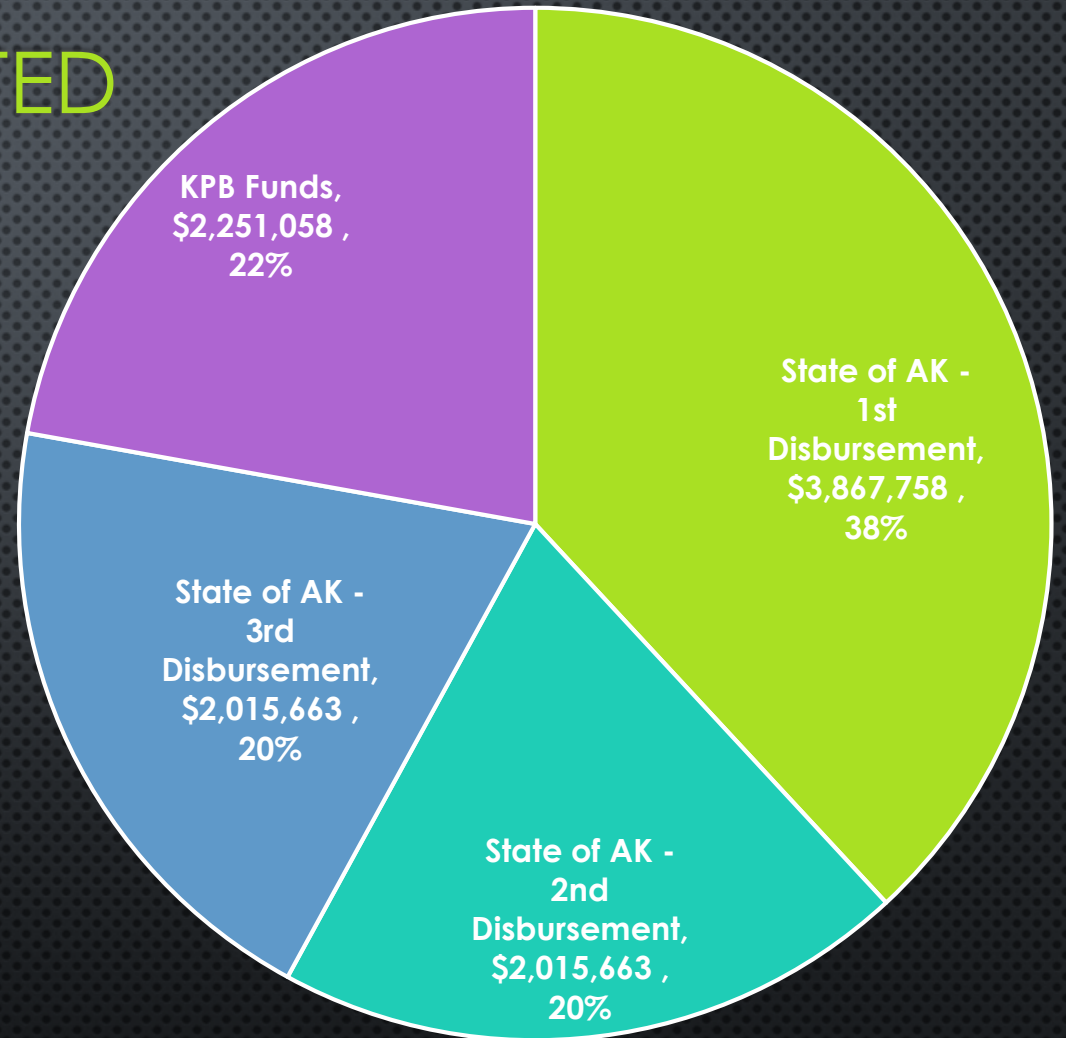
# CARES ACT FUNDING

REPORT TO CITY COUNCIL

28SEPT20

# TOTAL FUNDING ALLOCATED TO THE CITY OF HOMER

- \$9,776,687
  - STATE OF ALASKA - \$7,525,629
  - KENAI PENINSULA BOROUGH - \$2,251,058

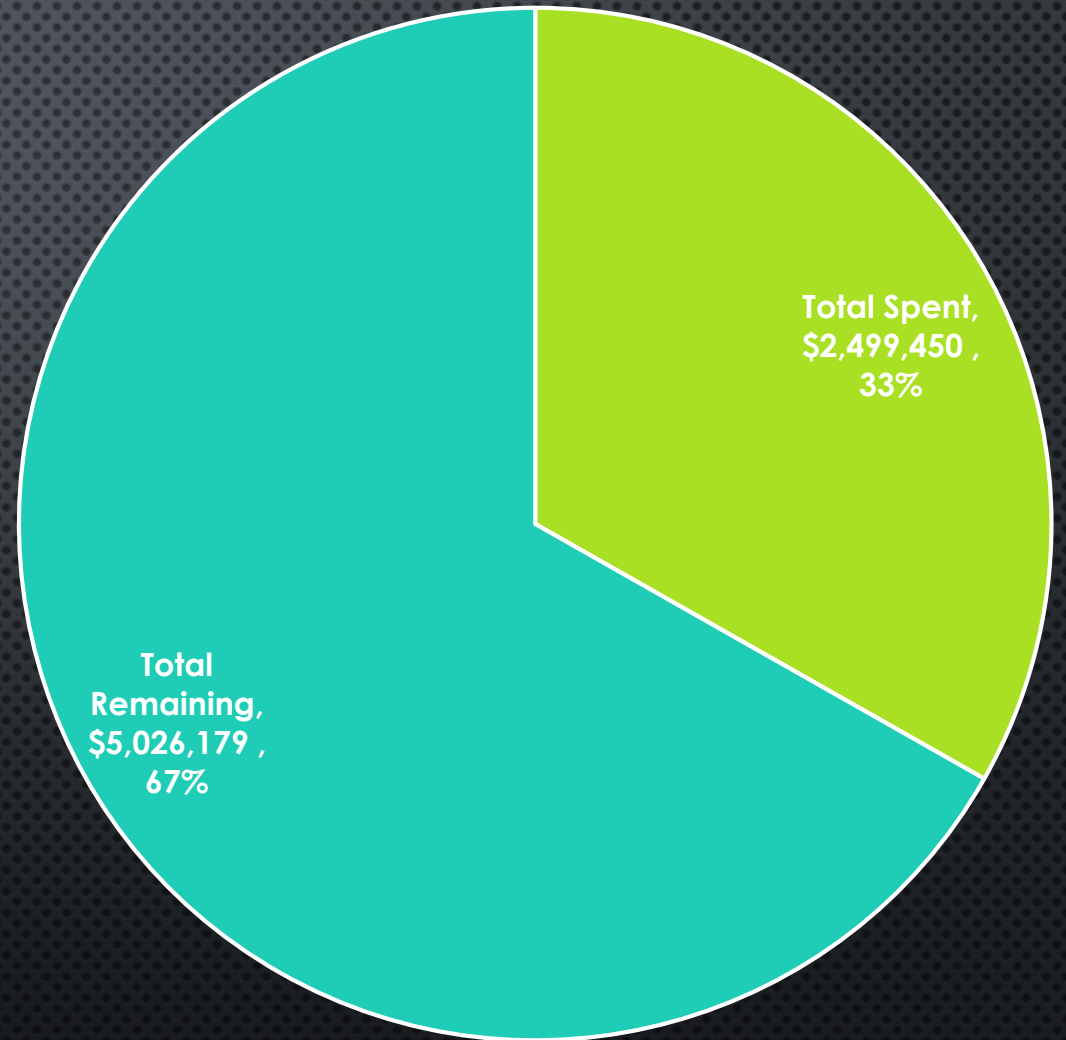


# STATE OF AK FUNDS



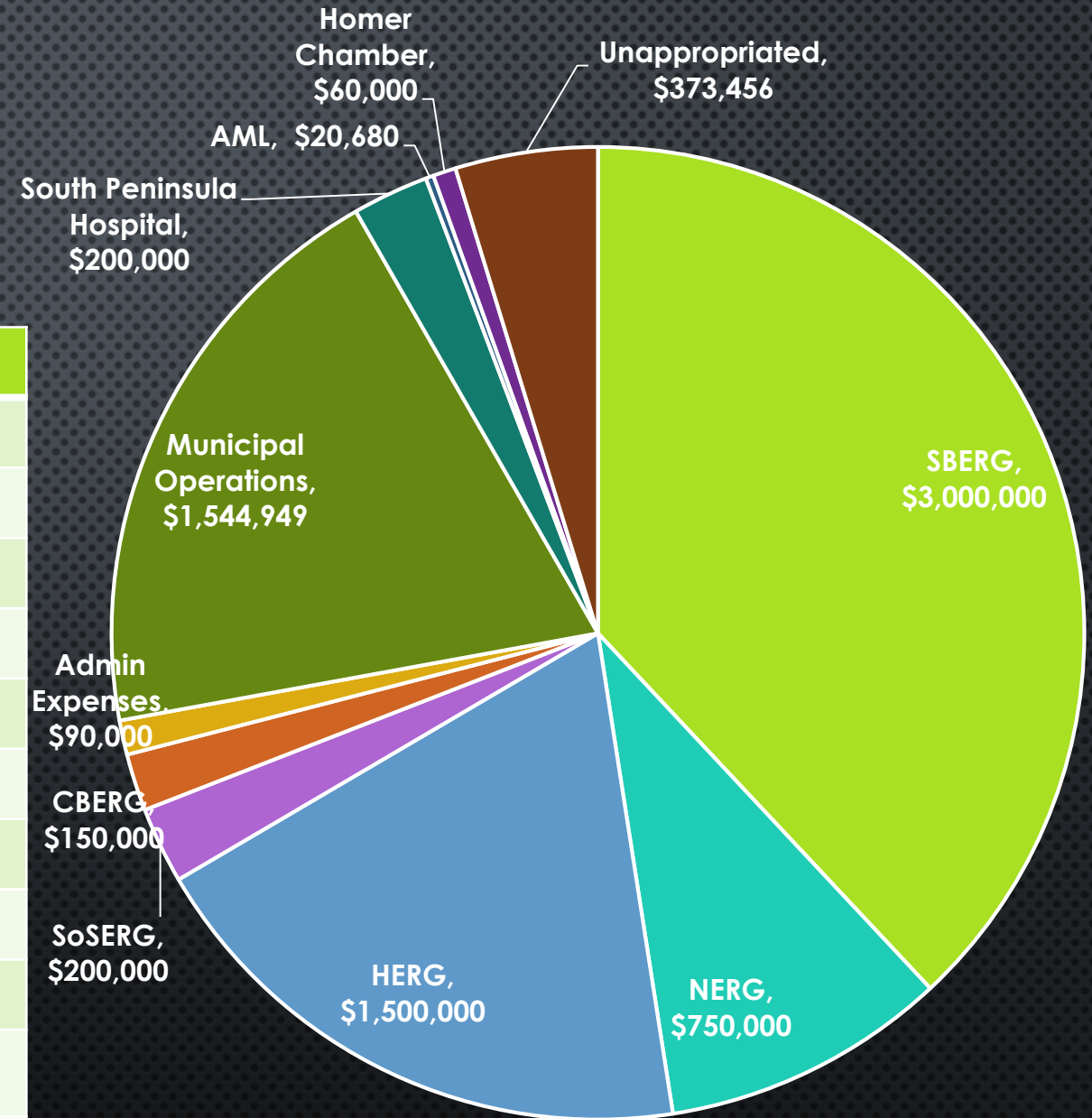
# TOTAL SPENDING (AK FUNDS)

- TOTAL ALLOCATED (AK): \$7,525,629
- TOTAL SPENT: \$2,499,450
- BALANCE REMAINING: \$5,026,179



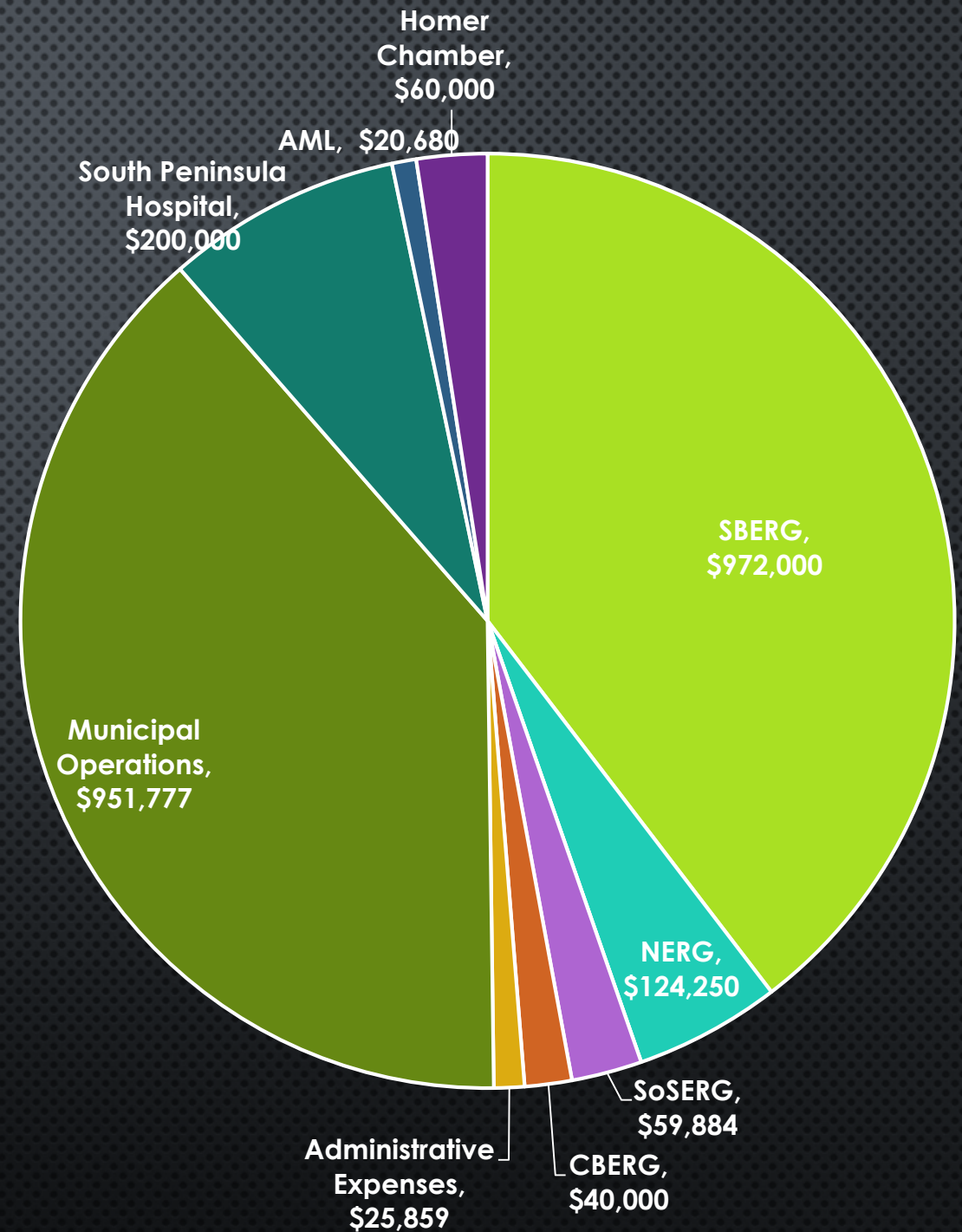
# APPROPRIATIONS TO DATE (AK FUNDS)

Program	\$ Appropriated
SBERG	\$3,000,000
NERG	\$750,000
HERG	\$1,500,000
SoSERG	\$200,000
CBERG	\$150,000
Admin Expenses	\$90,000
Municipal Operations	\$1,544,949
South Peninsula Hospital	\$200,000
Alaska Municipal League	\$20,680
Homer Chamber of Commerce	\$60,000
Unappropriated	\$373,456

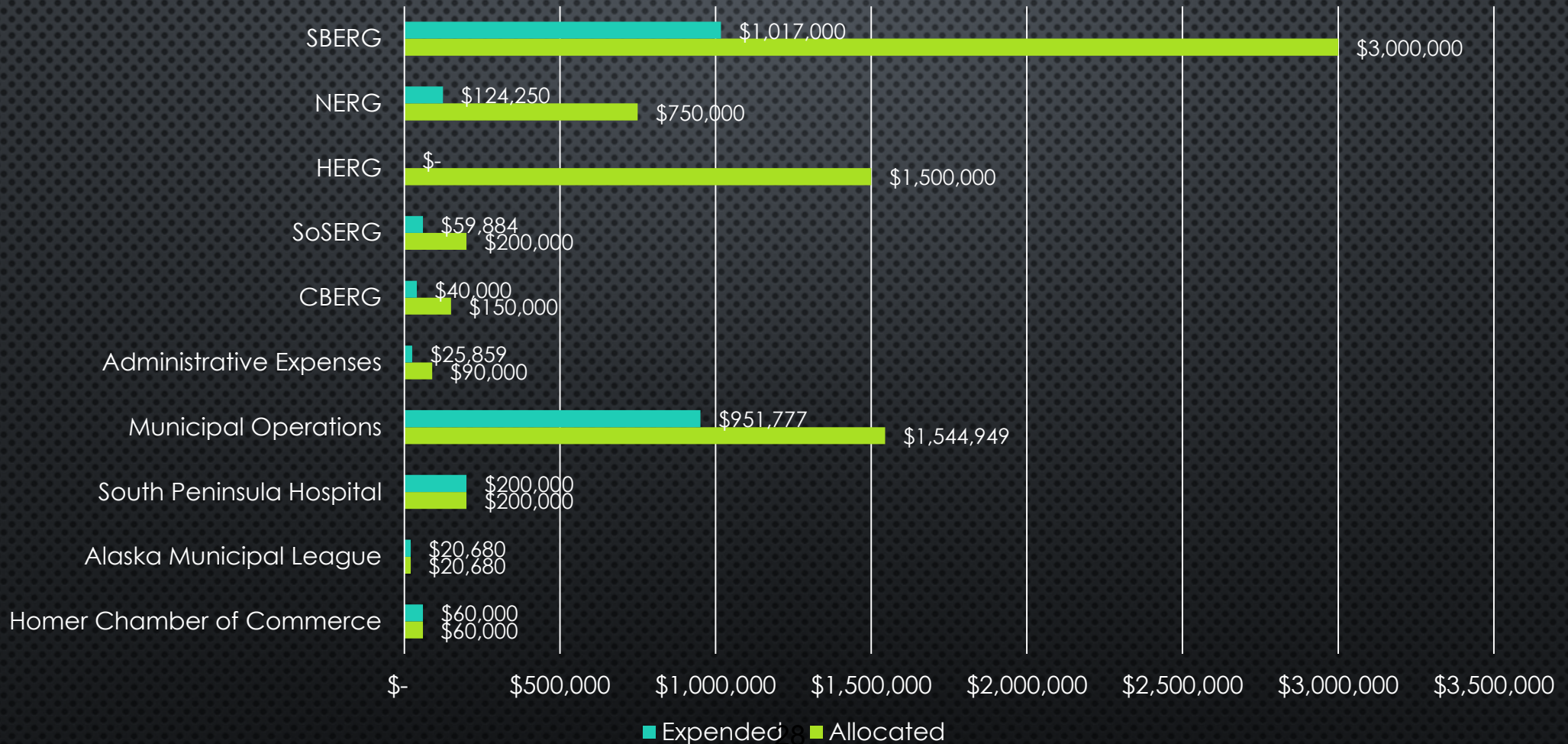


# EXPENDITURES TO DATE (AK FUNDS)

Program	\$ Expended
SBERG	\$1,017,000
NERG	\$124,250
HERG	\$0
SoSERG	\$59,884
CBERG	\$40,000
Admin Expenses	\$25,859
Municipal Operations	\$951,777
South Peninsula Hospital	\$200,000
Alaska Municipal League	\$20,680
Homer Chamber of Commerce	\$60,000



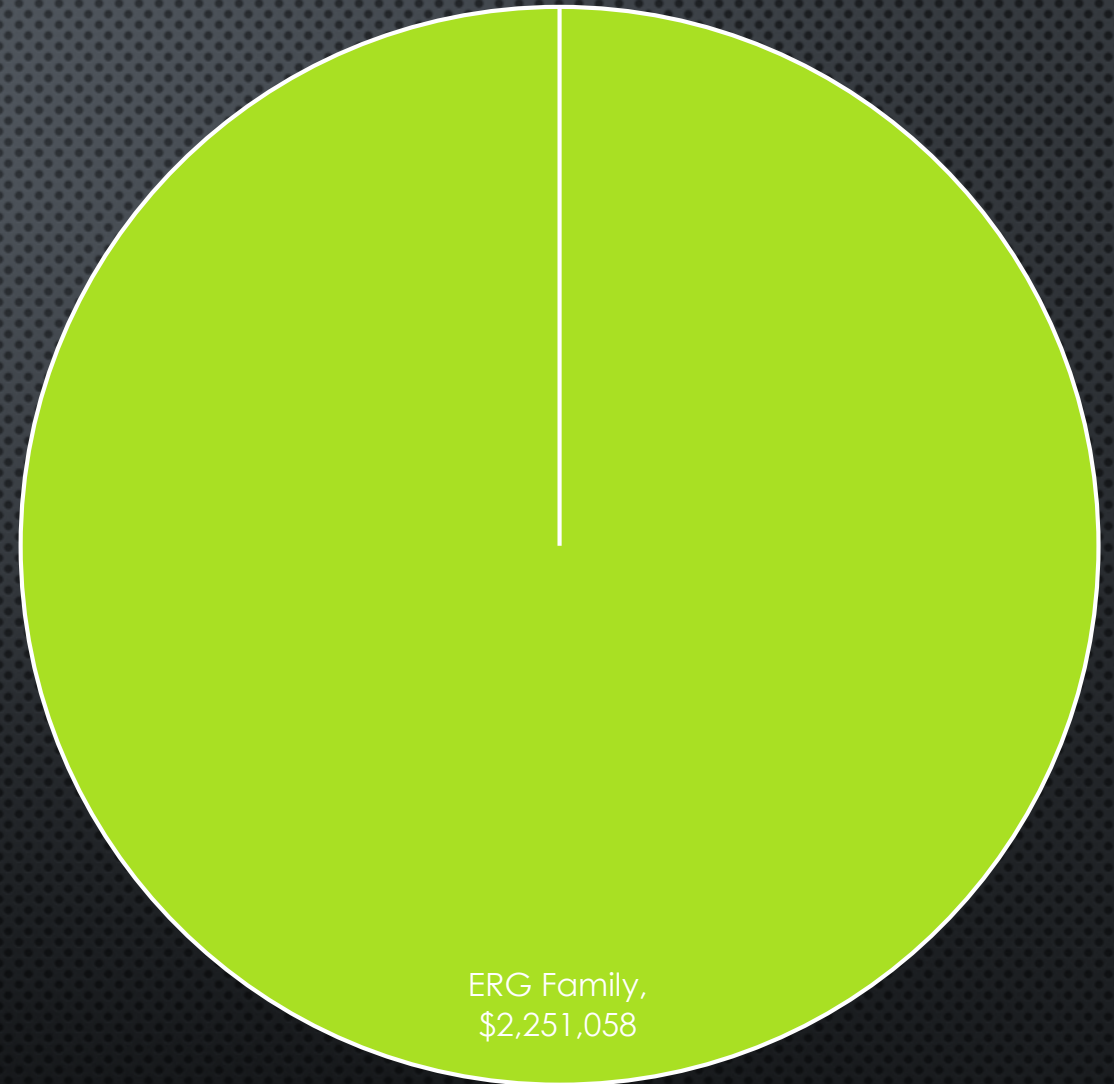
# ALLOCATIONS VS. EXPENDITURES (AK FUNDS)



# KPB FUNDS

# APPROPRIATIONS TO DATE (KPB FUNDS)

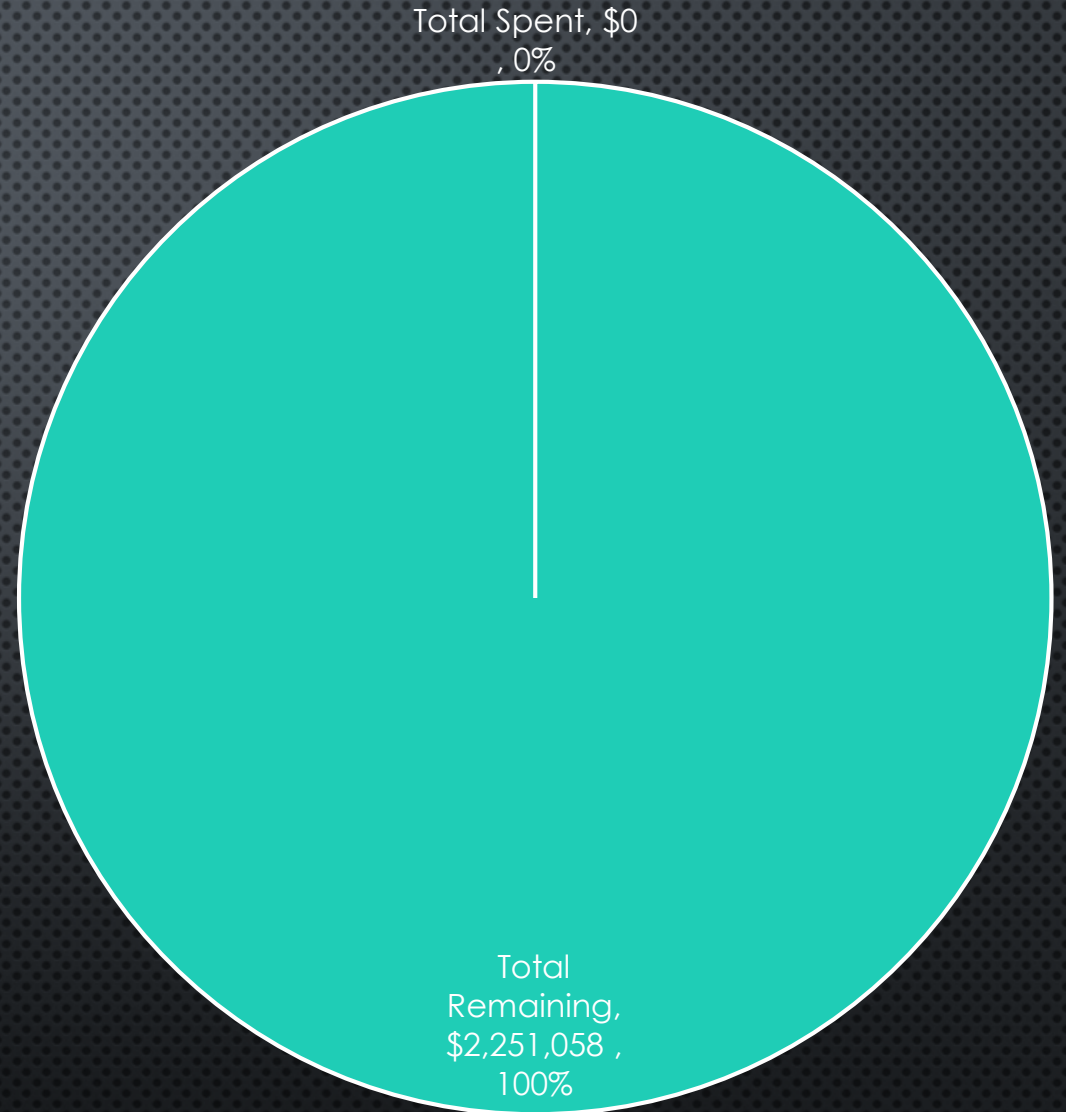
Program	\$ Appropriated
ERG Family of Programs*	\$2,251,058



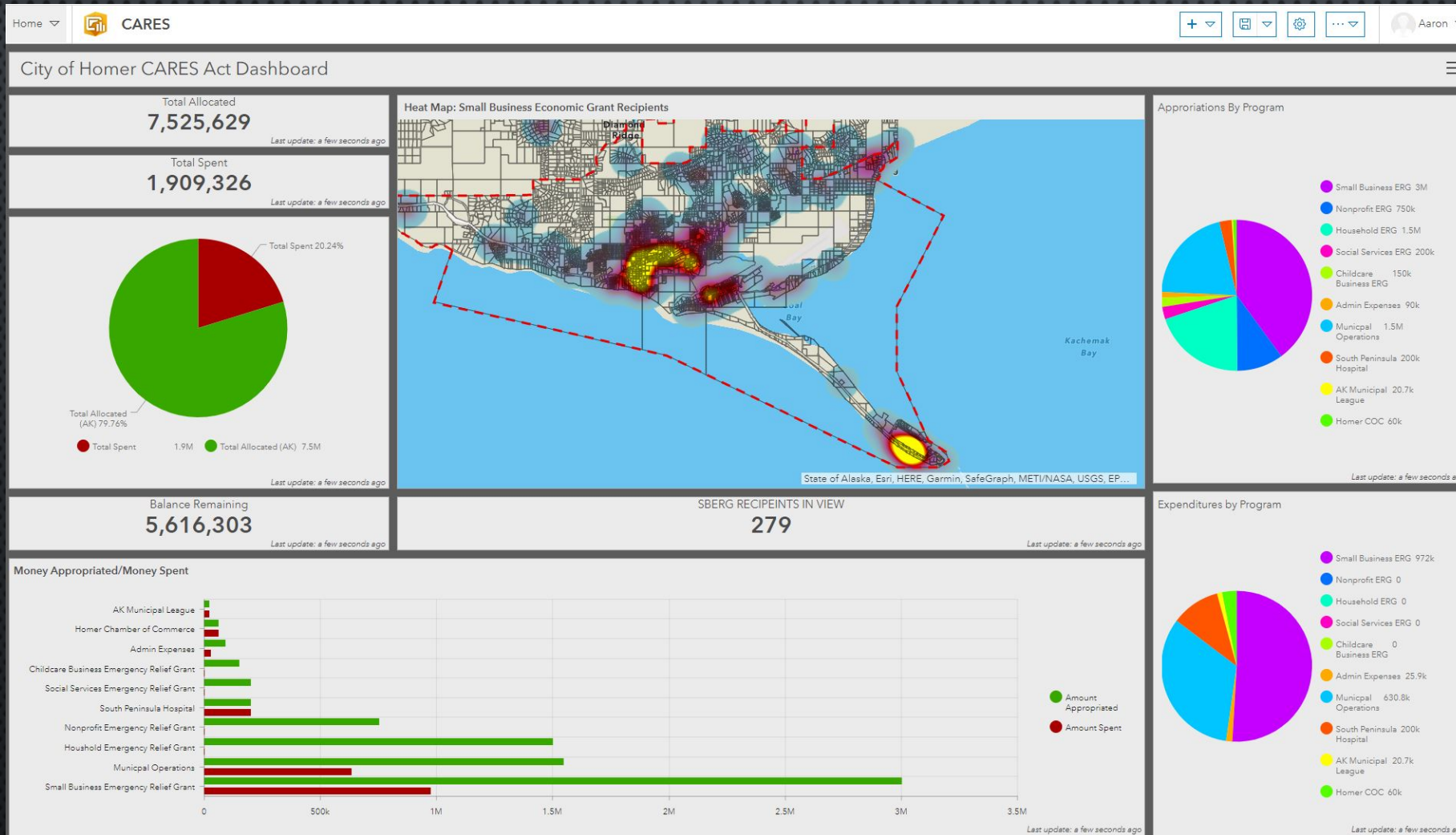
\*modifications expected at tonight's meeting

# TOTAL SPENDING (KPB FUNDS)

- TOTAL ALLOCATED: \$2,251,058
- TOTAL SPENT: \$0
- BALANCE REMAINING: \$2,251,058



# STORYMAP PILOT PROJECT





**From:** [Konar via City of Homer Alaska Official Website](#)  
**To:** [Department Clerk](#)  
**Subject:** Written Testimony Submittal  
**Date:** Monday, September 28, 2020 10:34:53 AM

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

Written Testimony for City Council

Name: Brenda Konar  
Email: [bhkonar@alaska.edu](mailto:bhkonar@alaska.edu)  
Phone: (907) 388-6745  
Residency: Non-City Resident

City Council Meeting to Participate In:

Regular Meeting

Mon, 09/28

Public Comments Upon Matters Already on the Agenda - Citizen may comment on regular agenda items not scheduled for public hearing such as Consent Agenda items, Memorandums, Pending Business, New Business, Resolutions, and Ordinances to be introduced.

Written Testimony:

Hello, my name is Dr. Brenda Konar with the UAF College of Fisheries and Ocean Sciences. I have been conducting research in the Kachemak Bay area for over 20 years, with a focus on coastal ecology. I'm writing to support Memorandum 20-154 NSF Coastlines and People.

As you all are keenly aware, many changes are occurring in nearshore ecosystems in Kachemak Bay and the Gulf of Alaska. One example of this is the massive loss of sea star species due to recent sea star wasting syndrome events. As researchers, we are still working to understand the geographic extent of this die-off and what the implications are for ecosystem health and species that are important to local economies and food security. As keystone predators, sea stars can have significant impacts on populations of clams, mussels, and urchins. In other parts of the west coast, loss of sea stars is implicated in changes in urchin populations and decreases in kelp forest, which in turn can have major impacts on important species that rely on that kelp forest habitat. Kelp forests are important habitat and nurseries for many commercially important species, like crab and rockfish. Understanding more about the decline in sea stars is crucial for planning towards more productive and resilient ecosystems.

The NSF Coastlines and People proposal would support more research on this topic, and two other focal topics: Harmful Algal Blooms and Mariculture. Together, these topics intersect questions of public health and well-being, food security, strong local economies, and healthy ecosystems. Securing this funding from NSF will allow researchers and community-based organizations to conduct the work necessary to better address these questions important to a coastal community like Homer.

In addition, the proposal specifically focuses on collaborating with communities and the public to build our collective knowledge and capacity to respond to changes in the marine environment. As a researcher who has worked in Kachemak Bay for many years, I am excited that this proposal will support more direct engagement with the community of Homer and your neighbors. The relationships embedded in this proposal will help to make sure the science that occurs into the future is responsive to the needs of the people of Homer.

By signing this letter of commitment, the City of Homer is communicating to NSF that you support the funding of this proposal. It costs the city nothing, and will bring both direct and indirect benefits to the City and people of Homer. I urge you to support Memorandum 20-154 NSF Coastlines and People.

Brenda Konar

Professor of Marine Biology, College of Fisheries and Ocean Sciences  
University of Alaska Fairbanks

Electronic Signature: Brenda Konar

Submitted on Monday, September 28, 2020 - 10:34am

The results of this submission may be viewed at: <https://www.cityofhomer-ak.gov/node/60081/submission/44001>

**From:** [John & Janet Szajkowski](#)  
**To:** [Department Clerk](#)  
**Cc:** [Janette Keiser](#); [Carey Meyer](#)  
**Subject:** Approval of Resolution 20-092  
**Date:** Sunday, September 27, 2020 12:23:21 PM

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September 27, 2020

Melissa,

Please accept and record this email as an affirmative vote for and approval of the City of Homer Resolution 20-092, Seawall Improvement Special Assessment District and Improvement Plan.

We approve this resolution and thank the City of Homer Staff and City Council for their work and diligence to see this resolution move forward to the next phase.

Sincerely,

John and Janet Szajkowski

**From:** [Kathy Sarns](#)  
**To:** [Renee Krause](#)  
**Cc:** [Janette Keiser](#)  
**Subject:** Statement of Approval for: Resolution 20-092  
**Date:** Friday, September 25, 2020 2:37:44 PM

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

Attention City Clerk

Please forward to City Council Members & appropriate City Staff:

This is our Statement of Approval for: Resolution 20-092  
for 17 properties on the seawall to be assessed through direct wall frontage lineal foot  
methodology for armored toe improvement on the seawall.

Thank you,  
Kathy Sarns Irwin  
Patrick Irwin

939 Ocean Drive Loop  
Homer, AK 99603

<http://www.freespiritwear.com/>  
907 435 7375

**From:** [NORMAN SCHUMACHER](#)  
**To:** [Department Clerk](#)  
**Subject:** resolution 20-092  
**Date:** Friday, September 25, 2020 12:52:12 PM

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

City Clerk's Office: My name is Norman Schumacher. I own lot 39 of Oscar Munson Subdivision. This e mail is to confirm my approval of resolution 20-092 to be discussed at the city council meeting September 28th. My home is at 917 Ocean Drive Loop. We need the armor rock protection for the existing sea wall.  
Norman Schumacher

Sent from my iPad

**From:** [Clark Winne](#)  
**To:** [Melissa Jacobsen](#)  
**Subject:** Resolution 20-092  
**Date:** Monday, September 28, 2020 11:21:35 AM

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

Good Morning Melissa.

We are on-wall property owners of 1121 Seabreeze Ct.

We would like to express our support of Resolution 20-092.

Thanks for your attention.

Clark ( Tom ) Winne and Victoria Wilson Winne.