



AGENDA

City Council Regular Meeting

Tuesday, March 28, 2023 at 6:00 PM

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

Homer City Hall

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

Zoom Webinar ID: 205 093 973 Password: 610853

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

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, 6:00 PM**
2. **AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual)
3. **MAYORAL PROCLAMATIONS AND RECOGNITIONS**
4. **PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA** (The public may comment for three minutes on agenda items not schedule for public hearing.)
5. **RECONSIDERATION**
6. **CONSENT AGENDA** (Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Meeting Agenda at the request of a Council Member.)
 - 6.A. Homer City Council Unapproved Regular Meeting Minutes of March 13, 2023. City Clerk. Recommend adoption. Page 4
 - 6.B. Reappointment of Karin Marks and Tulio Perez to the Economic Development Advisory Commission; and Reappointment of Clark Fair and Appointment of Kathryn Carsow to the Library Advisory Board. Mayor. Recommend approval. Page 12
 - 6.C. Liquor License Renewal for Fat Olives. City Clerk. Recommend approval. Page 22
 - 6.D. Ordinance 23-15, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Section 11.20.070 to Specify that a Performance Guaranty is Required for New Subdivisions. City Manager/ Public Works Director. Recommend Introduction March 28, 2023 Public Hearing and Second Reading April 10, 2023. Page 33
 - 6.E. Ordinance 23-16, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Accepting and Appropriating a 2023-2025 Alaska Clean Water Actions (ACWA) Grant from the Alaska Department of Environmental Conservation (ADEC) in the

Amount of \$153,307 for the Beluga Slough Green Infrastructure Storm Water Treatment System. City Manager/ Public Works Director. Recommend Introduction March 28, 2023 Public Hearing and Second Reading April 10, 2023. Page 37

- 6.F. Resolution 23-025, A Resolution of the City Council of Homer, Alaska Authorizing a Task Order to RESPEC in an amount not to Exceed \$15,000 for Conceptual Design of the Fish Waste Grinder Building Replacement Project and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend approval. Page 84
- 6.G. Resolution 23-026, A Resolution of the City Council of Homer, Alaska in Support of Entering into the US Army Corps of Engineers General Investigation Study for the New Large Vessel Harbor and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend approval. Page 87
- 6.H. Resolution 23-027, A Resolution of the City Council of Homer, Alaska Awarding a Task Order in the Amount of \$45,000 to HTRW, LLC of Anchorage, Alaska to test for PCB Laden Materials at the Homer Education and Recreation Complex (HERC) Buildings and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend approval. Page 92
- 6.I. Resolution 23-028, A Resolution of the City Council of Homer, Alaska Supporting the Alaska Legislature Adopting Definitions Related to Electric Bicycles and Allowing Municipalities to Regulate Them. Aderhold. Recommend approval. Page 106

7. VISITORS

- 7.A. Legislative Update - Senator Gary Stevens
- 7.B. Update on Old Town Planning Meeting, Draft goals of Transportation Plan, Timeline for 1st public draft of Transportation Plan – Jan Keiser, Public Works Director

8. ANNOUNCEMENTS/PRESENTATIONS/REPORTS (5 minutes each)

- 8.A. Committee of the Whole
- 8.B. Mayor's Report
- 8.C. Borough Report
- 8.D. Planning Commission Page 126
- 8.E. Economic Development Advisory Commission
- 8.F. Parks Art Recreation and Culture Advisory Commission
- 8.G. Library Advisory Board
- 8.F. Port and Harbor Advisory Commission
- 8.G. AML Legislative Report – Council Member Aderhold
- 8.H. Lunch with a Council Member – Council Member Lord

- 9. PUBLIC HEARING(S)**
 - 9.A. FY24/25 Budget
- 10. ORDINANCE(S)**
- 11. CITY MANAGER'S REPORT**
 - 11.A. City Manager's Report Page 130
- 12. PENDING BUSINESS**
 - 12.A. Appropriation Reduction related to Ordinance 23-11 and Veto of Resolution 23-017 in accordance with HCC 2.08.070 Mayor's veto. Mayor. Page 132
- 13. NEW BUSINESS**
- 14. RESOLUTIONS**
 - 14.C. Resolution 23-029, A Resolution of the City Council of Homer, Alaska Requesting the State of Alaska make a Meaningful Increase to the Base Student Allocation for Public Schools. Aderhold. Page 141
- 15. COMMENTS OF THE AUDIENCE** (The public may comment for three minutes on any topic.)
- 16. COMMENTS OF THE CITY ATTORNEY**
- 17. COMMENTS OF THE CITY CLERK**
- 18. COMMENTS OF THE CITY MANAGER**
- 19. COMMENTS OF THE MAYOR**
- 20. COMMENTS OF THE CITY COUNCIL**
- 21. ADJOURNMENT** Next Regular Meeting is Monday, April 10, 2023 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 23-05 a Regular Meeting of the City Council of Homer, Alaska was called to order on March 13, 2023 by Mayor Ken Castner at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

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

STAFF: CITY MANAGER DUMOUCHEL
CITY CLERK JACOBSEN
FINANCE DIRECTOR WALTON
PUBLIC WORKS DIRECTOR KEISER
CITY PLANNER ABBOUD
FIRE CHIEF KIRKO
CHIEF TECHNOLOGY OFFICER JIRSA
SPECIAL PROJECTS COORDINATOR FOSTER
NETWORK ADMINISTRATOR SULCZYNSKI
CITY ATTORNEY GATTI

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

Mayor Castner announced supplemental items and an agenda change: **Announcements/Reports/Presentations** Planning Commission Written Report and addition of AML Legislative Committee Report **City Manager’s Report** Memorandum from City Clerk Re: Council and Advisory Body Training Work Session and Memorandums from City Manager Re: Comprehensive Plan & Zoning Code Project Timeline and Re: Context of General Fund CARMAs going into FY24/25 Budget.

ADERHOLD/VENUTI MOVED TO APPROVE THE AGENDA

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

3. MAYORAL PROCLAMATIONS AND RECOGNITIONS

4. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA (The public may comment for three minutes on agenda items not schedule for public hearing.)

Pat Case, city resident, commented in support of Resolution 23-023, by acknowledging the need for a park and ride and the importance of forward planning for transportation needs in our community. It makes sense to include a pull out for public transportation opportunities.

Dale Banks, non-resident, commented support 23-023. If successful the project will provide a place for East Enders to leave their car and continue to town on the bike path.

Roberta Highland, city resident and Planning Commissioner, commented on her own behalf on item 13.A. Appropriation Reduction related to Ordinance 23-11 and Veto of Resolution 23-017. She shared her concerns of thoughtless development destroying many areas in our community and the harbor expansion. She noted the 2008 Comp Plan re-write, 2018 technical update, 2011 Spit Comprehensive Plan, and the Transportation, Town Center, and Climate Action Plans, along with the accelerated growth warranting a hard look at all the plans together. A community discussion is needed and these changes merit an overall review of the plans sooner than later. She shared information from the book *The View from Lazy Point* by Carl Sofina that addresses life cycles in our environment and adverse human impacts over time.

5. RECONSIDERATION

6. CONSENT AGENDA (Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Meeting Agenda at the request of a Council Member.)

- 6.A. Homer City Council Unapproved Regular Meeting Minutes of February 13, 2023 and February 27, 2023. City Clerk. Recommend adoption.
- 6.B. Resolution 23-021, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for the Pioneer Dock Fender Repair Project to Alaska Industrial Services LLC, in an Amount Not to Exceed \$280,404 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommend adoption.

Agenda Item Report CC-23-063

- 6.C. Resolution 23-022, A Resolution of the City Council of Homer, Alaska, Authorizing a Task Order for Construction Management Services for the Pioneer Dock Fender Repair Project to RESPEC in an Amount not to Exceed \$30,000 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Agenda Item Report CC-23-064

- 6.D. Resolution 23-023, A Resolution of the City Council of Homer, Alaska, Supporting the Construction of a Parking Lot to Serve the Eastern End of the East End Bike Path. Aderhold. Recommend adoption.

Agenda Item Report CC-23-065

- 6.E. Resolution 23-024, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule Under Library. City Clerk/Library Director. Recommend adoption.

Agenda Item Report CC-23-066

City Clerk Jacobsen read the consent agenda and recommendations.

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

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

7. VISITORS (10 minute time limit)

7.A. Greater Homer Area Housing Event - Karin Marks (10 minutes)

Karin Marks, member of the task force involved in setting up the Community Conversation of Housing Solutions in the Greater Homer Area, explained the task force is made up of representatives from the City of Homer, MAPP, Hospital Foundation, KPEDD, Chamber of Commerce, Choosing our Roots, and help from the Homer Foundation, Homer Homelessness Coalition, and public members. Ms. Marks invited everyone to attend and provided an overview of the event happening Saturday, March 25th from 9:00 a.m. to 12:30 p.m. at the Community Christian Church, 3838 Bartlett Street in Homer. There is a housing survey that's live now, and an upcoming employment survey that will be available soon she encouraged citizens to participate in.

8. ANNOUNCEMENTS/PRESENTATIONS/REPORTS (5 minutes each)

8.A. Committee of the Whole

Council Member Aderhold reported Council held a discussion with the City Manager on the General Fund CARMA overview memo that was provided in the supplemental packet.

8.B. Mayor's Report

Mayor Castner reported he, Council Member Davis and Assembly Member Chesley discussed changes for HCC Title 22 regarding platting.

8.C. Borough Report

8.D. Planning Commission

8.E. Alaska Municipal League Meeting & Legislative Lobbying Trip

8.F. AML Legislative Committee Report

Council Member Aderhold reported on the committee's discussion regarding the State Finance Subcommittees' meetings and Finance Committee's work on the State's budget, base student allocation and different group's perspectives, PERs and defined benefit program, and the PFD and how it balances out what can be spent in the operating budget and base student allocations. Also the Governor's proposal of carbon sequestration and storage as a revenue source, and Department of Corrections task force that's addressing issues around community jails.

9. PUBLIC HEARING(S)

- 9.A. Ordinance 23-14, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget By Appropriating \$25,000 from the Port Reserves for the Purpose of Purchasing Parking Signage and Mobile Parking Delineation Barriers to Be Used in the Port's Summer of 2023 Parking Improvements Plan. City Manager/Port Director.
Agenda Item Report CC-23-067

Mayor Castner opened the public hearing. There were no comments and the hearing was closed.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 23-14 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was brief discussion confirming the mobile parking delineation barriers are candle stick pylons.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

10. ORDINANCE(S)

11. CITY MANAGER'S REPORT

11.A. City Manager's Report

City Manager Dumouchel addressed items in his report including the completed parity study, Harbor management of camping, opportunity for a ladder truck purchase for the City, his attendance at an upcoming Tsunami Operations Workshop in Kodiak, and the budget memo in the supplemental packet. He also shared the IT Division is fully staffed and introduced Bill Jirsa, the new Chief Technology Officer.

In response to questions City Manager Dumouchel explained steps for transitioning campground duties to the Port and Harbor and allocation of funding, reminding that lease management has transferred back to administration. He also addressed the mutual benefits of temporary hires for summer workers for Parks and the Harbor, both to the city and people looking for summer work.

At the request of the City Manager, Special Projects Coordinator Foster addressed the child care meeting with the Alaska Department of Health (DOH) that he and Economic Development Manager Engebretsen attended. DOH took time to travel to communities, including Homer, and hear what their challenges and needs are related to child care.

12. PENDING BUSINESS

13. NEW BUSINESS

13.A. Appropriation Reduction related to Ordinance 23-11 and Veto of Resolution 23-017 in accordance with HCC 2.08.070 Mayor's veto. Mayor.
Agenda Item Report CC-23-068

Mayor Castner recalled warning Council in the recent past that it's a slippery slope for them to take up capital appropriations at any time and if department heads found them willing to do so, Council would get slammed with requests along the way. All these funds are connected and in competition with each other. The ebb and flow off budget bothers him. He wants a fiscal plan with borders. This doesn't seem to be an emergency and it isn't in the budget. He's hopeful this gets pushed off for a few months and put into the next budget.

ADERHOLD/LORD MOVED TO OVERRIDE THE MAYOR'S APPROPRIATION REDUCTION FOR ORDINANCE 23-11.

Council Member Aderhold supports the override. She commented that Council has been talking about this direction for a year, it was one of the primary things they agreed on at their visioning session a year ago, and we've been taking steps along the way to get to this point of starting a complete revision of the Comprehensive

Plan. Council approved hiring new staff with this in mind outside of the budget cycle, we approved moving forward with the RFQ and RFP process with no one balking or expressing concerns because it's something we, as a body, have been agreeing to. It's confusing to her that now there is opposition to it. She needs to understand from those who are opposed to moving forward now what their concerns are, and if they can't get questions answered tonight, consider postponing and having a work session to dive into details and get questions answered.

Council Member Venuti expressed concern over the cost of the project and what funding it will take away from other projects. She also listens to the Planning Commission meetings and how they spend time tweaking it, so it doesn't make sense to throw that out. She expressed concern that the firm selected isn't from Homer. She isn't aware if it went out to bid, and thinks we can do better things with our money. She supports upholding the Mayor.

Council Member Lord supports the override and shared her perspective on the importance of comprehensive community engagement that comes through third party facilitation. She doesn't feel that robust comprehensive planning happens internally. The community engagement, opportunities, and leadership process is only going to be substantively impactful with outside assistance in her opinion. Community members have expressed concerns to her that changes in the community over the last five years have been tremendous, both in the positive and negative. If we are going to substantively make changes to our Planning and Zoning code, she won't support that happening outside of the community engagement that will come through redoing the Comprehensive Plan. By law we have to redo the Comp Plan in 2028, and it's valid to do it now, follow up with the zoning code, and bring the community along with that.

There was discussion whether it's appropriate to ask questions of staff. Mayor Castner expressed that staff doesn't need to be involved in the discussion to override a veto. Council Member Aderhold disagreed, noting Council Member Venuti had questions that could be answered by staff. Council Member Lord pointed out that typically Council has had the ability to ask questions of staff during meetings, and asked for guidance on next steps to allow questions for staff. City Clerk Jacobsen explained a motion could be made to suspend the rules to ask questions of staff and if Council approves the motion, they could proceed.

LORD/ADERHOLD MOVED TO SUSPEND THE RULES TO ALLOW STAFF TO ANSWER QUESTIONS IF COUNCIL MEMBERS HAVE THEM.

There was no discussion.

VOTE: YES: ADERHOLD, LORD, DAVIS, HANSEN
NO: VENUTI, ERICKSON

Motion carried.

In response to Council Member Venuti's question whether this went out to bid, Special Projects Coordinator Foster explained that this was put out to bid. First was a request for qualifications, RFQ, and three firms were selected to submit proposals through the RFP process. A review committee reviewed the proposals and selected one firm to recommend for contract award.

In response to Council Member Venuti's question about whether this takes money from other projects, City Manager Dumouchel explained a year ago approximately \$4 million was moved from the unassigned fund

balance and distributed between general fund CARMA, fleet CARMA, and the land reserves. The funds were staged for future needs that Council would decide on. Comp Plan and Zoning Code was talked about and mentioned in several reports. Nothing was settled, but frequently discussed this would be a project.

There was discussion regarding process.

Council Member Erickson shared she doesn't have problem with a Comprehensive Plan update or zoning code re-write. When they were in the visioning meeting, she thinks of visioning as looking at the broad spectrum. When it came to putting together the RFP, Council Members Aderhold and Davis were at the table and the others weren't brought in. She hears from others that the Commissions didn't have any say and weren't part of it. It's all about what you two and staff were thinking. Others feel disenfranchised. She's hearing the spit comp plan isn't part of that, and it's a lot of money. Now Council is having to consider matches for grant funding. She feels this needs to be pushed a few months and be taken up with the budget so it's factored in with other needs. She voted yes at the last meeting because she wanted to be compliant, but that was probably wrong of her, but when it came up as a veto, she agreed it needs to be revisited.

Council Member Hansen she appreciated the visioning session, she agrees with the need to develop a Comp Plan and that we need to hear what the community wants, but also agrees it's a lot of money to spend.

Council Member Davis supports the override. He asked if the City Manager could confirm what he said at the last meeting regarding the spit related to the Comp Plan. City Manager Dumouchel confirmed the plan is that the spit will be included in the new Comp Plan.

Council Member Lord added that a challenge with a Comp Plan is paying contractors for what is largely community engagement and conversation, then writing it up so it makes sense, and then following up with the zoning code that will also involve community engagement. It's going to be expensive, there's no way around it. Concerns with land use and development, and the fast pace that it's moving is the driving factor that pushed us to push staff to move forward now, not 2028, so they did. The rezone at the bottom of West Hill was a one off situation and not the way municipal planning is done. She commented that spending will happen outside of the budget, particularly with a two year budget, and this was part of the reason why we moved money to CARMA. She appreciates when Council Members can step in and have eyes on things, and the RFP came to Council to read in their packet. We have all been at the table and the money is intended to get everyone's input in a meaningful way facilitated by a third party.

Council Member Erickson said the problem is we're being told it will be a year before zoning happens because the Comp Plan comes first. Addressing the Comp Plan first keeps us from dealing with the issues before us now.

ADERHOLD/LORD MOVED TO POSTPONE TO THE MARCH 28 COUNCIL MEETING AND HAVE A WORK SESSION ONE DAY NEXT WEEK TO DEAL WITH THE ISSUES THAT HAVE COME UP TODAY.

Council Member Erickson shared times she's unavailable.

VOTE (postponement): YES: ADERHOLD, HANSEN, LORD, VENUTI, ERICKSON, DAVIS
Motion carried.

After discussion there was consensus include this matter at work session scheduled on March 20th.

ADERHOLD/LORD MOVED TO OVERRIDE THE MAYORS VETO OF RESOLUTION 23-017.

ADERHOLD/LORD MOVED TO POSTPONE THIS MATTER UNTIL THE MARCH 28TH COUNCIL MEETING.

VOTE (postponement): NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

14. RESOLUTIONS

15. COMMENTS OF THE AUDIENCE (The public may comment for three minutes on any topic.)

Charlie Barnwell, city resident, disclosed he's on the Planning Commission. He shared his experience with the Anchorage 2020 plan, which was mostly done in house. He think there is confusion on how to execute developing this Comprehensive Plan. The Planning Commission should have been able to review the RFP. He supports postponing. As a contractor he's under the impression that the firms spend all the money allocated to the project.

16. COMMENTS OF THE CITY ATTORNEY

City Attorney Gatti had no comments.

17. COMMENTS OF THE CITY CLERK

City Clerk Jacobsen had no comments.

18. COMMENTS OF THE CITY MANAGER

City Manager Dumouchel had no comments.

19. COMMENTS OF THE MAYOR

Mayor Castner had no comments.

20. COMMENTS OF THE CITY COUNCIL

Council Member Lord had no comments.

Council Member Venuti acknowledged March 27th is the anniversary of the 1964 earthquake that caused a tsunami where 125 people were killed in Kodiak. She encouraged listeners to check their emergency preparedness kits. March 24th is the anniversary of the Exxon Valdez oil spill and she thanked citizens like Robert Archibald who serve in areas dealing with tankers that use our inlet.

Council Member Aderhold thanked everyone for a good discussion and she looks forward to continued discussion.

Council Member Davis had no comments.

Council Member Erickson thanked everyone who was involved in the Fun Run, Epic race, the rope tow, and the ski club.

Council Member Hansen thanked Charlie for his comments.

21. ADJOURNMENT

There being no further business to come before the Council Mayor Castner adjourned the meeting at 7:47 p.m. The next Regular Meeting is Tuesday, March 28, 2023 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Melissa Jacobsen, MMC, City Clerk

Approved:_____



AGENDA ITEM REPORT

Reappointment of Karin Marks and Tulio Perez to the Economic Development Advisory Commission; and Reappointment of Clark Fair and Appointment of Kathryn Carssow to the Library Advisory Board. Mayor.

Item Type: Action Memorandum
Prepared For: City Council
Meeting Date: 28 Mar 2023
Contact: Ken Castner, Mayor

Summary Statement:

Karin Marks and Tulio Perez are reappointed to the Economic Development Advisory Commission. Their new terms expire April 1, 2026.

Clark Fair is reappointed to the Library Advisory Board, and Kathryn Carssow is appointed to the Library Advisory Board to fill the seat vacated by Brenda Dolma who did not seek reappointment. Their new terms expire April 1, 2026.

Staff Recommendations:

Confirm the reappointments of Karin Marks and Tulio Perez to the Economic Development Advisory Commission, and reappointment of Clark Fair and appointment of Kathryn Carssow to the Library Advisory Board.

Attachments:

Karin Marks EDC Reappointment Application
Tulio Perez EDC Reappointment Application
Clark Fair LAB Reappointment Application
Kathryn Carssow LAB Appointment Application



Advisory Body Application For Reappointment to Committees, Commissions, Board & Task Forces

Office of the City Clerk

491 East Pioneer Avenue

Homer, Alaska 99603

Phone: (907) 235-3130

Fax: (907) 235-3143

clerk@cityofhomer-ak.gov

FEB 27 2023 PM 02:05 *pk*

The Information provided on this form will provide the basic information to the Mayor and City Council on your interest in serving on the selected Advisory Body. It is considered public and will be included in the City Council meeting packet. This information will be published in the City Directory and within city web pages if you are reappointed by the Mayor and your reappointment is confirmed by the City Council.

Applicant Information

Full Name: KARIN Johnson MARKS

Physical Address Where you Claim Residency: 202 W Pioneer Ave #C

Mailing Address: same as physical

City: Homer State: AK Zip: 99603

Phone Number(s): 907-202-4748 (c) 907 235 7874 (H)

Email: wesker70@gmail.com

Advisory Body You Are Requesting Reappointment To

- Planning Commission
- Parks, Art, Recreation & Culture Advisory Commission
- Port & Harbor Advisory Commission
- Economic Development Advisory Commission
- Library Advisory Board
- ADA Advisory Board
- Other - Please Indicate _____

Please Answer the Following

Do you have a current Public Official Conflict of Interest Disclosure Statement on file with the City Clerk as required by HCC 1.18.043? Yes No

What resident type is your current seat? City Resident Non-City Resident

Has your residency changed since your last appointment? Yes No

How long have you served on this advisory body? 8 years

Background Information

Please list any current memberships or organizations that you belong to related to the advisory body you serve on:

Homer chamber of Commerce - Vol / Reentry celebration
KPEDD
Business owner

Please explain why you wish to be reappointed to the Advisory Body to which you currently serve. This may include information on accomplishments or projects completed, future goals for the body, or any additional information that may assist the Mayor in the decision making process. You may attach an additional page if needed.

I am glad to see that the EDC has become a viable player in helping Homer in the area of economic development. With the work on wayfinding + Streetscape, SWOT analysis on Homer and coordinating with the chamber, I feel progress is being made and I would like to continue on the EDC to continue this work especially in the area of housing and harbor expansion.



Advisory Body Application For Reappointment to Committees, Commissions, Board & Task Forces

Office of the City Clerk
491 East Pioneer Avenue
Homer, Alaska 99603
Phone: (907) 235-3130
Fax: (907) 235-3143
clerk@cityofhomer-ak.gov

The Information provided on this form will provide the basic information to the Mayor and City Council on your interest in serving on the selected Advisory Body. It is considered public and will be included in the City Council meeting packet. This information will be published in the City Directory and within city web pages if you are reappointed by the Mayor and your reappointment is confirmed by the City Council.

Applicant Information

Full Name: Tullio Perez

Physical Address Where you Claim Residency: 53543 Cottonwood Hill Ave Homer, AK 99603

Mailing Address: PO Box 15385

City: Fritz Creek State: AK Zip: 99603

Phone Number(s): 907-280-8316

Email: Tullio.A.Perez@gmail.com

Advisory Body You Are Requesting Reappointment To

- Planning Commission
- Parks, Art, Recreation & Culture Advisory Commission
- Port & Harbor Advisory Commission
- Economic Development Advisory Commission
- Library Advisory Board
- ADA Advisory Board
- Other - Please Indicate _____

Please Answer the Following

Do you have a current Public Official Conflict of Interest Disclosure Statement on file with the City Clerk as required by HCC 1.18.043? Yes No

What resident type is your current seat? City Resident Non-City Resident

Has your residency changed since your last appointment? Yes No

How long have you served on this advisory body? July 2023

Background Information

Please list any current memberships or organizations that you belong to related to the advisory body you serve on:

National Society of Leadership & Success

Please explain why you wish to be reappointed to the Advisory Body to which you currently serve. This may include information on accomplishments or projects completed, future goals for the body, or any additional information that may assist the Mayor in the decision making process. You may attach an additional page if needed.

see attached

As a mid-career professional, with a young family in Homer, I wish to be reappointed to the Economic Development Advisory Commission to provide representation from my demographic, be engaged in discussions on the emerging economic issues, and to be a point of engagement with the community on those issues. In the last 9 months I have obtained a much more well-rounded understanding of emerging economic opportunities and constraints for our community. I have relished in being able to provide that information to other members of the community, hearing their feedback on those issues, and attempting to synthesize and represent those voices in this forum. I appreciate that this role is a-political in a politicized environment and allows for issues-focused conversations.

I have lived in Homer about three years, but my wife and her family have been here for several generations. I have gotten to know the history of this community and this family's story over the last 8 years. So, even though I have only physically here for a few years, I feel a deep connection to this community and am proud to help carry the heritage forward in our family. I also am a part-owner in my wife's company, Kachemak Communications, which provides Digital Marketing Services to our local community. Kachemak Communications engages with clients ranging from tourism, real estate, manufacturing, and other professional services. We get a direct line to how these different clients are positioning themselves in Homer to respond to an evolving marketplace.

As for specific activities in the EDC, currently, we are in the process of updating its strategic objectives and detailing out its plan for the upcoming years. I developed the preliminary draft of the vision statement and provided a framework for the commission to review and build from. We plan on finalizing our Vision & Mission Statements over the next two months. I participated in the KPEDD Industry Outlook Forum and have attended all EDC sessions since my appointment. As a commissioner, in the near term, I look forward to help finalize our strategic plan. I also look forward to continuing to provide an interface point between our community and city government.



Advisory Body Application For Reappointment to Committees, Commissions, Board & Task Forces

MAR 07 2023 AM 11:49 ²⁵
Office of the City Clerk
491 East Pioneer Avenue
Homer, Alaska 99603
Phone: (907) 235-3130
Fax: (907) 235-3143
clerk@cityofhomer-ak.gov

The Information provided on this form will provide the basic information to the Mayor and City Council on your interest in serving on the selected Advisory Body. It is considered public and will be included in the City Council meeting packet. This information will be published in the City Directory and within city web pages if you are reappointed by the Mayor and your reappointment is confirmed by the City Council.

Applicant Information

Full Name: CLARK BRYAN FAIR

Physical Address Where you Claim Residency: 4945 TUNDRA ROSE ROAD

Mailing Address: P.O. BOX 2713

City: HOMER State: ALASKA Zip: 99603

Phone Number(s): (907) 398-9364

Email: c.fair@live.com

Advisory Body You Are Requesting Reappointment To

- Planning Commission
- Parks, Art, Recreation & Culture Advisory Commission
- Port & Harbor Advisory Commission
- Economic Development Advisory Commission
- Library Advisory Board
- ADA Advisory Board
- Other - Please Indicate _____

Please Answer the Following

Do you have a current Public Official Conflict of Interest Disclosure Statement on file with the City Clerk as required by HCC 1.18.043? Yes No

What resident type is your current seat? City Resident Non-City Resident

Has your residency changed since your last appointment? Yes No

How long have you served on this advisory body? about a half-dozen years, I think

Background Information

Please list any current memberships or organizations that you belong to related to the advisory body you serve on:

NONE.

Please explain why you wish to be reappointed to the Advisory Body to which you currently serve. This may include information on accomplishments or projects completed, future goals for the body, or any additional information that may assist the Mayor in the decision making process. You may attach an additional page if needed.

I'd like to continue to help the library function as its mission statement says it was intended to. Libraries are one of our most valuable resources. They deserve protection ^{for the benefit of} for all users. And they deserve the opportunity to continue providing services, regardless how society changes.

Published on *City of Homer Alaska Official Website* (<https://www.cityofhomer-ak.gov>)

[Home](#) > [Application for Appointment to an Advisory Body](#) > [Webform results](#) > Application for Appointment to an Advisory Body

Submission information

Form: [Application for Appointment to an Advisory Body](#) [1]

Submitted by Visitor (not verified)

Wed, 01/25/2023 - 10:39am

209.112.145.45

Applicant Information

Full Name

Kathryn L. Carssow

Physical Address Where you Claim Residency

326 Ocean Drive Loop, Homer, Ak

Mailing Address

PO Box 3518, Homer, Ak 99603

Phone Number(s)

907 399-3738

Email

kcarssow@live.com

Advisory Bodies

Library Advisory Board – Meetings held on the 3rd Tuesday of each month, excluding June and July, at 5:30 p.m.

Residency

Are you a City Resident? Yes

If yes, how long have you been a City Resident? 15 years

How long have you been a resident of the South Peninsula Area? 15 Years

Background Information

Have you ever served on a similar advisory body?

I have not served on a similar advisory body. I have served as an elected member of Ketchikan Gateway Borough 1981 - 1983. I have provided staff support to several local and

state government advisory and decision-making bodies.

Other memberships

Please list any current memberships or organizations you belong to related to your selection(s):

KBBI Citizen Advisory Board

Special Training & Education

Please list any special training, education, or background you may have which is related to your selection(s):

I am a retired licensed psychotherapist (LPA) having served as an executive director, clinical director and program manager for several nonprofits and the state of Alaska Division of Mental Health. In a previous career i served as a deputy planning director for the Municipality of Anchorage and planning director for Ketchikan Gateway Borough.

Education: Master of Science in Clinical Psychology, ABT Master of Urban Planning. BA in Sociology.

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

Where my two professional careers merge is in my interest in community mental and emotional health. Our public libraries are essential to the wellbeing of our community. The Homer Public Library is a safe space for individuals of all ages to experience the essence of a community's devotion to enriching all of our lives through the promotion of knowledge seeking and the literary arts. Even more than that, our library represents what is best about who we are as a community. It is a product of us coming together and collaborating across socio-political and economic divisions to invest in ourselves, our children and our families. Our library honors our diversity of interests, lifestyles, and backgrounds. My interest in joining the LAB is to contribute to this institution that is essential to and representative of our democracy.

Source URL: <https://www.cityofhomer-ak.gov/node/9051/submission/50269>

Links

[1] <https://www.cityofhomer-ak.gov/cityclerk/application-appointment-advisory-body>



AGENDA ITEM REPORT

Liquor License Renewal for Fat Olives

Item Type: Action Memorandum
Prepared For: Mayor Castner & Homer City Council
Meeting Date: 28 March 2023
Staff Contact: Melissa Jacobsen, MMC, City Clerk

Summary Statement:

The City Clerk's Office has been notified by the Alcohol and Marijuana Control Office of a Liquor License Renewal Application within the City of Homer for the following business:

License Type: Restaurant/Eating Place
License #: 4315
DBA Name: Fat Olives
Service Location: 206 Sterling Highway, Homer, AK 99603
Licensee: KELT, LLC
Contact Person: Lisa Nolan

Staff Recommendation:

Voice non-objection and approval for the Liquor License Renewals and Liquor License Transfers.

Attachments:

Liquor License Renewal Application and backup
Non Objections from Homer Police Department and Kenai Peninsula Borough



March 23, 2023

City of Homer

Kenai Peninsula Borough

Via Email: MJacobsen@ci.homer.ak.us; clerk@cityofhomer-ak.gov; MJenkins@kpb.us;
JVanHoose@kpb.us; jratky@kpb.us; Cjackinsky@kpb.us; MAldridge@kpb.us; ncarver@kpb.us;
slopez@kpb.us; JBlankenship@kpb.us; assemblyclerk@kpb.us; bcarter@kpb.us; cityclerk@kenai.city

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Restaurant/Eating Place	License	4315
Licensee:	KELT, LLC		
Doing Business As:	Fat Olives		

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

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
03/06/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

4315

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating

LICENSE FEE: \$600.00

1130

CITY / BOROUGH: Homer
Kenai Peninsula Borough

D/B/A: Fat Olives
276 Ohlson Lane

Mail Address:
KELT, LLC
PO Box 297
Homer, AK 99603

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

Jan M. Nelson
DIRECTOR

04-900 (REV 10/20/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
03/06/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

4315

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating

LICENSE FEE: \$600.00

CITY / BOROUGH: Homer
Kenai Peninsula Borough

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

D/B/A: Fat Olives
276 Ohlson Lane

Mailing Address:
KELT, LLC
PO Box 297
Homer, AK 99603

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2022 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any application for renewal or any fees for renewal that have not been postmarked by 2/28/2023 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Licensee (Owner):	KELT, LLC	License #:	4315
License Type:	Restaurant/Eating Place		
Doing Business As:	Fat Olives		
Local Governing Body:	Homer, Kenai Peninsula Borough		
Community Council:			

If your mailing address has changed, write the NEW address below:

Mailing Address:			
City:	State:	ZIP:	

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Lisa Nolan	Contact Phone:	509-845-9856
Contact Email:	FatOlivesHomer@gmail.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:	Contact Phone:
Contact Email:	

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES NO



Form AB-17: 2023/2024 License Renewal Application

Section 4 – Ownership Structure Certification

YES NO

Did the ownership structure of the licensed business change in 2021/2022?

If Yes, and you have NOT notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.

If No, certify the statement below by initialing the box to the right of the statement.

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2021 or 2022.

Se

Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- | | 2021 | 2022 |
|--|-------------------------------------|-------------------------------------|
| 1. The license was operated for more than 240 hours throughout each year. (Year-round) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specified time each year. (Not to exceed 6 months per year)
<i>If your operation dates have changed, list them below:</i>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
<i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i>
<i>If you have not met the minimum number of hours of operation in 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "Other" and COVID is listed as the reason.</i> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 6 - Violations and Convictions

Have ANY Notices of Violation been issued for this license? YES NO

Has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2021 or 2022? YES NO

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license, and have provided all required documents for any new or changes of officers.

DEC 05 2022



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 License Renewal Application

- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Lisa S. Nolan
 Signature of licensee
LISA S. Nolan
 Printed name of licensee

[Signature]
 Signature of Notary Public
 Notary Public in and for the State of Alaska

My commission expires: April 6, 2023

Subscribed and sworn to before me this 22 day of November, 2022.

- Restaurant and Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed AB-36: Recreational Site Statement
- Tourism** applications must include a completed AB-37: Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification
- Common Carrier** applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>



FOR OFFICE USE ONLY

License Fee:	\$ <u>600⁰⁰/100</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$ <u>900⁰⁰/100</u> <u>YR</u>
Total Fees Due:					\$ <u>900⁰⁰/100</u>

100504373

AMCO

DEC 05 2022

Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	KELT, L.L.C.

Entity Type: Limited Liability Company

Entity #: 79343D

Status: Good Standing

AK Formed Date: 3/18/2003

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2025

Entity Mailing Address: PO BOX 297, HOMER, AK 99603

Entity Physical Address: 276 OLSON LN, HOMER, AK 99603

Registered Agent

Agent Name: Lisa S Nolan

Registered Mailing Address: PO BOX 297, HOMER, AK 99603

Registered Physical Address: 276 Olson Ln, Homer, AK 99603

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Lisa Nolan	Member	50.00
	Steve Nolan	Manager, Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
3/18/2003	Creation Filing	Click to View	
4/14/2003	Initial Report	Click to View	
1/07/2005	Biennial Report	Click to View	
4/24/2006	Change of Officials	Click to View	
4/24/2006	Agent Change	Click to View	
11/13/2006	Biennial Report	Click to View	
4/28/2011	Biennial Report	Click to View	
4/28/2011	Biennial Report	Click to View	
7/24/2012	Certificate of Compliance		Click to View

Date Filed	Type	Filing	Certificate
7/16/2013	Biennial Report	Click to View	
1/17/2015	Biennial Report	Click to View	
11/30/2016	Biennial Report	Click to View	
1/22/2019	Biennial Report	Click to View	
11/16/2020	Biennial Report	Click to View	
11/22/2022	Biennial Report	Click to View	

[Close Details](#)

[Print Friendly Version](#)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

FAT OLIVES

P.O BOX 297, HOMER, AK 99603

owned by

KELT, L.L.C.

is licensed by the department to conduct business for the period

October 18, 2021 to December 31, 2023
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

License Detail

LICENSE DETAILS

License #: 969125

[Print Business License](#)

Business Name: FAT OLIVES

Status: Active

Issue Date: 02/07/2012

Expiration Date: 12/31/2023

Mailing Address: P.O BOX 297
HOMER, AK 99603

Physical Address: 276 OHLSON LANE
HOMER, AK 99603

Owners

KELT, L.L.C.

Activities

Line of Business

72 - Accommodation and Food Services

NAICS

722511 - FULL-SERVICE RESTAURANTS

Professional License #

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)

[Print Friendly Version](#)



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: MELISSA JACOBSEN, MMC, CITY CLERK
CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR
FROM: LT RYAN BROWNING, HOMER POLICE
DATE: MARCH 24, 2023
SUBJECT: LIQUOR LICENSE RENEWAL FOR FAT OLIVES

The Homer Police Department does not object to the Alcohol and Marijuana Control Office of Liquor License Renewal Application within the City of Homer for the following businesses:

License Type: Restaurant/Eating Place
License #: 4315
DBA Name: Fat Olives
Service Location: 206 Sterling Highway, Homer, AK 99603
Licensee: KELT, LLC
Contact Person: Lisa Nolan

Lt Ryan Browning



AGENDA ITEM REPORT

Ordinance 23-15, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Section 11.20.070 to Specify that a Performance Guaranty is Required for New Subdivisions. Davis/Erickson.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 28 Mar 2023
Staff Contact: Janette Keiser, PE, Public Works Director
Through: Rob Dumouchel, City Manager

Issue:

The purpose of this Memorandum is to recommend that the City Council amend HCC 11.20.070 to require a performance guaranty for subdivision developments.

Background:

Homer City Code currently requires that performance guarantees be waived for new subdivisions:

A performance bond or other acceptable guarantee in the amount of 100 percent of the project cost, which bond shall be waived in the case of new subdivisions, in which right-of-way dedication, via plat filing or recordation, cannot occur until improvements are installed and accepted. HCC 11.20.070(f)

This language allows potential developers to initiate the process of real estate development and then, abandon it, leaving the City to manage the consequences, which could include increased costs and risks to the Homer public. This is not a speculative risk – it happened at the Foothills Subdivision. The developer initiated the subdivision process, clear cut the area of trees, and then, abandoned the platting process. The land lay, undeveloped and denuded for years. This is not in the public’s best interests.

The City requires the developer to provide collateral, which guarantees that if defects in the infrastructure development show up within two years of completion, the developer will correct the defects or the City can foreclose on the collateral. The collateral can be a warranty bond, cash or in some cases, one of the lots in the subject development. The City should require similar collateral to guarantee that the subdivision project will be completed. This will ensure that subdivision developments do not become “paper plats”, but are progressed to completion.

This can be done by a simple edit to existing code. HCC 11.20.070(f) can be amended to read as follows:

11.20.070(f) A performance bond or other acceptable guaranty in the amount of 150 percent of the Design Engineer's Construction Cost Estimate is required.

Staff Recommendation:

Introduce Ordinance 23-15 and schedule public hearing and second reading on April 10, 2023.

Attachments:

Ordinance 23-15

43 ATTEST:

44

45

46

47 _____
MELISSA JACOBSEN, MMC, CITY CLERK

48

49 YES:

50 NO:

51 ABSTAIN:

52 ABSENT:

53

54 First Reading:

55 Public Hearing:

56 Second Reading:

57 Effective Date:



AGENDA ITEM REPORT

Ordinance 23-16, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Accepting and Appropriating a 2023-2025 Alaska Clean Water Actions (ACWA) Grant from the Alaska Department of Environmental Conservation (ADEC) in the Amount of \$153,307 for the Beluga Slough Green Infrastructure Storm Water Treatment System. City Manager/ Public Works Director.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 28 Mar 2023
Staff Contact: Janette Keiser, PE, Public Works Director
Through: Rob Dumouchel, City Manager

Issue:

The purpose of this Memorandum is to recommend that the City Council accept the grant from the Alaska Department of Environmental Conservation for the Beluga Slough Green Infrastructure Storm Water Treatment System.

Background:

The City's Green Infrastructure Storm water Management System, introduced in late 2021, included, as one of the four components, the Beluga Slough Storm Water Treatment System, and has been part of the City's Capital Improvement Projects even since. Since then, we've made significant progress.

First, we commissioned a technical report to understand what the storm water issues at the Beluga Slough were and how we could best manage them. This report demonstrated that storm water from the City's roads and ditches was being discharged into the Beluga Slough, depositing sediment, free oils and other contaminants into the Slough and its surrounding wetlands. The report also indicated that if the wetlands were restored, they would serve as a wetland treatment system that would improve the water quality of the storm water before it flowed freely into the Slough and out into Kachemak Bay.

Second, we began outreach to local stakeholders, such as the Department of Fish & Wildlife, which owns the wetland property that will be restored. They offered their complete support!

Third, we submitted the project for consideration for an Alaska Department of Environmental Conservation (ADEC) State Revolving Fund (SRF) Loan, which covers storm water projects. We were able to see the project successfully listed on the ADEC's Intended Use Plan, in the amount of \$280,190.

This allows us to apply for a SRF loan, thereby reducing the cash requirement from the HART Road fund.

Fourth, we searched for funding and found it with the Alaska Department of Environmental Conservation (ADEC). This agency sponsors a grant program called the Alaska Clean Water Actions (ACWA) Grant, which focuses on mitigating the flow of pollutants into Alaska’s waters. We submitted an application, which was enthusiastically received and accepted by the ADEC. The agency representatives told us this was a “poster project”, which would highlight the potential for using green infrastructure in Alaska. We have been awarded a grant in the amount of \$153,307.80, which represents almost 60% of the estimated project costs.

Estimated Total Project Costs:	\$260,488.67	
City’s Share – Project Management	<u>\$ 23,792.43</u>	(In-kind Contribution)
Cash Required to Complete Project	\$236,696.24	
ACWA Grant	<u>\$153,307.80</u>	
Potential ADEC SRF Loan	\$ 83,388.44	

Staff will be preparing an Ordinance authorizing an application for an ADEC SRF loan to cover the costs of the project not covered by the ACWA grant for you to consider.

Staff Recommendation:

Introduce Ordinance 23-16 and schedule public hearing and second reading on April 10, 2023.

Attachments:

Ordinance 23-16

DRAFT Sub-Grant Agreement - Alaska Clean Water Actions (ACWA)

Geoff Coble Green Infrastructure report - Beluga Slough

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Manager/
4 Public Works Director

5 **ORDINANCE 23-16**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING THE FY23 CAPITAL BUDGET BY ACCEPTING AND
9 APPROPRIATING A 2023-2025 ALASKA CLEAN WATER ACTIONS
10 (ACWA) GRANT FROM THE ALASKA DEPARTMENT OF
11 ENVIRONMENTAL CONSERVATION (ADEC) IN THE AMOUNT OF
12 \$153,307 FOR THE BELUGA SLOUGH GREEN INFRASTRUCTURE
13 STORM WATER TREATMENT SYSTEM.

14
15 WHEREAS, The ADEC administers the ACWA grant program that provides funding for
16 projects that support local stewardship of clean waters; and

17
18 WHEREAS, The Beluga Slough Green Infrastructure Storm Water Treatment System
19 reduces sediments and contaminants in storm water runoff before it discharges into the
20 natural wetlands of Beluga Slough and into the waters of Kachemak Bay, a designated critical
21 habitat area; and

22
23 WHEREAS, The City applied to ADEC for ACWA grant funds for the Beluga Slough Green
24 Infrastructure Storm Water Treatment System; and

25
26 WHEREAS, the City is pleased to have been awarded \$153,307 from ADEC to design and
27 install the following components of the system:

- 28 • a stormwater retention/filtration structure to clean runoff from Main
29 Street before it is conveyed to Beluga Slough wetlands, and
- 30 • replace the gravel walkway to help re-establish natural waterflow to the
31 area to enhance native vegetation habitat and its natural filtration
32 capabilities; and

33
34 WHEREAS, The 2023-2025 ACWA grant supports one of the projects within the Slope
35 Stability and Erosion Mitigation Program, a Legislative Priority in the 2023-2028 City of Homer
36 Capital Improvement Plan.

37
38 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
39

- 81
- 82 YES:
- 83 NO:
- 84 ABSENT:
- 85 ABSTAIN:
- 86
- 87 First Reading:
- 88 Public Hearing:
- 89 Second Reading:
- 90 Effective Date:



Sub-Grant Agreement - Alaska Clean Water Actions (ACWA)

Project Title	Grant Number	ACWA-23-13
Beluga Slough Green Infrastructure Stormwater Management System		
Funding Program	CWA Section 221 Sewer Overflow and Stormwater Reuse Municipal Grants Program	
Sub-Grant Period of Performance:	3/1/2023-6/30/2024	

Grantee

Grantee Name	City of Homer		
Street/PO Box	491 E. Pioneer Avenue		
City/State/Zip	Homer, AK 99603		
Contact Name, Title	Jennifer Carroll, Special Projects & Communications Coordinator		
Unique Entity Identification (UEI)	QPAPRFMET7Q1	Federally Approved Indirect Cost Rate	N/A

Department

Department of Environmental Conservation
 Division of Water
 410 Willoughby Ave. Ste 303
 Juneau, AK 99801

Grantee	Department
Signature	Signature <small>DocuSigned by:</small> Larry Dunivin, Finance Officer, Division of Administrative Services
Printed Name and Title	Printed Name and Title Date 3/1/2023
Date	Signature <small>DocuSigned by:</small> Randy Bates, Director, Division of Water
	Printed Name and Title Date 2/28/2023

Agreement	
The Department of Environmental Conservation (hereinafter 'Department') and the <div style="display: flex; justify-content: space-between;"> City of Homer (hereinafter 'Grantee') agree as set forth herein. </div>	
Section I.	Upon execution of this Agreement, and under the terms included herein, the Department shall administer funds, subject to appropriation and availability, to accomplish the scope of work described in Appendix A. The estimated cost of this scope of work is identified in this Sub-Grant Agreement and Appendix A.
Section II.	Performance under this Agreement begins upon signature by the Division of Water's Director and ends at Project completion.
Section III.	This Agreement becomes null and void if not signed by the Grantee within 90 days of the Department's signature.
Section IV.	The Agreement consists of this page and the following attachments and appendices, if applicable:
<u>Appendices</u>	<u>Attachments</u>
Appendix A - Workplan	Attachment 1 - Project Budget
Appendix B - General Conditions	Attachment 2 - Payment Schedule
Appendix C - Funding-Specific Conditions	

Project Funding

	Funding Amount
Federal Funding Agency	
Environmental Protection Agency (EPA)	\$ 122,646
Funding Source	
CFDA 66.447 Sewer Overflow and Stormwater Reuse Municipal Grant Program	
FAIN 02J19001 Date of Award 9/26/2022	

	Funding Amount
Contributor	
State of Alaska	\$ 30,661
Funding Source	
State of Alaska General Fund Match	

In order to perform the full scope of services described in the workplan, the Grantee agrees to provide matching non-federal dollars in the amount of:

	Funding Amount
Grantee	
City of Homer	\$ 107,182
Funding Source	
Third Party Match	

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47

Total Project Funding	\$	260,489
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Definitions

"Department" refers to the Department of Environmental Conservation (DEC) within the State of Alaska.

"Authorized Signature" means the person who has the authority to sign this Agreement and other legally binding forms related to the project on behalf of the Grantee and the Department.

"State of Alaska" fiscal year is defined as July 1st through June 30th.

In this Agreement and appendices, "DEC Project Manager" refers to the Environmental Specialist or other DEC staff assigned to manage and administer the project. The DEC Project Manager is the primary contact between the Department and the Grantee.

Legal Authority

The Grantee certifies by signing this Agreement that it possesses legal authority to accept grant funds and to execute the project described in this Agreement. The Grantee's relationship to the Department and the State of Alaska shall be at all times as an independent Grantee.

Appendix A: Workplan

PROJECT #: ACWA-23-13

GRANTEE: City of Homer

PROJECT TITLE: Beluga Slough Green Infrastructure Stormwater Management System

GRANT AGREEMENT PERFORMANCE PERIOD: March 1, 2023 – June 30, 2024

SFY	Grant Amount	Match Amount	Total Amount
2023	\$11,866	\$22,839	\$34,705
2024	\$141,441	\$84,343	\$225,784
TOTAL	\$153,307	\$107,182	\$260,489

Description and Purpose: This project implements a priority identified in Alaska’s Nonpoint Source Water Pollution Prevention and Restoration Strategy. The Beluga Slough Stormwater Treatment System designs and implements a large-scale low impact development/green infrastructure project to reduce nonpoint source pollution from Homer’s largest stormwater drainage system before it discharges into the natural wetlands of Beluga Slough, and in turn into Kachemak Bay, a state designated Critical Habitat Area. A retention/filtration structure will capture runoff conveying suspended sediment, with peaks roughly estimated at 30 cubic feet per second. In addition to the green infrastructure installation, a gravel walkway will be removed reestablishing natural waterflow which provides additional habitat for native vegetation and filtration capabilities. A final report summarizing project activities will be available on the DEC website at project conclusion.

Grantee Project Manager:

Jennifer Carroll, Special Projects & Communications Coordinator
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491 E. Pioneer Avenue
Homer, AK 99603
Ph: 907-435-3101
Email: jcarroll@ci.homer.ak.us

Additional Grantee Project Staff:

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DEC Project Manager:

Ashley Oleksiak, Environmental Program Specialist 3
Dept. of Environmental Conservation
1700 E. Bogard Rd., Bldg. B, Ste 103
Wasilla, AK 99654
Ph: 907-376-1865; Fax: 907-376-2382
Email: Ashley.oleksiak@alaska.gov

DEC Grant Administrator

Sarena Hackenmiller, Grants Administrator 2
Dept. of Environmental Conservation
P.O. Box 111800
Juneau, AK 99811
Ph: 907-465-5146 Fax: 907-465-5177
Email: sarena.hackenmiller@alaska.gov

DELIVERABLE SUMMARY TABLE

Task	Deliverable Narrative	Due Date
1	Meeting with Coble Geophysical Services (CGS) regarding schedule of work and workplan deliverables	March 30, 2023
1	Quality Assurance Project Plan	To be approved by DEC before data collection begins
1	Planning Documents: Survey (PDF)	June 30, 2023
1	Hydrologic Report (PDF)	June 30, 2023
2	Letter Report describing the research and making a recommendation of the selected containment structure (PDF)	June 30, 2023
3	Draft Plan for DEC Review	June 15, 2023
3	Project Plans and specifications and environmental benefit calculations	June 30, 2023
4	Corps of Engineers Permit application, permit approval, and a completed environmental checklist (PDF)	June 30, 2023
5	Procurement documents (PDF)	Sept. 30, 2023
5	Contract administration documents (PDF)	Dec. 31, 2023
5	Construction documentation: inspection reports	Dec. 31, 2023
5	Project photos of work in progress and final photos of installed containment structure, related infrastructure piping, bioswales and walkway. (Word, JPG) <i>add before photos</i>	Dec. 31, 2023
5	Water quality data after installation to document treatment effectiveness (PDF) one round of sampling only	Dec. 31, 2023
5	Draft Maintenance Agreement for DEC review	November 30, 2023
5	Maintenance agreement with City of Homer (PDF)	Dec. 31, 2023
<p>Deliverables may not be submitted via Google Drive. If files are too large to attach to an email, they may be sent using the State of Alaska ZendTo file drop-off service. Please reach out to your project manager for details.</p>		

PROJECT TASKS

TASK 1: Planning – Site Characterization

Collect baseline data necessary for designing a containment structure: survey location, water volume, sediment volume and water quality baseline of the stormwater flowing from the Main Street and Bunnell Avenue storm drains. We anticipate the survey will be completed during the winter by March 15th, but water volume measurements and water quality study need to wait for the spring thaw. The hydrologic work will be performed by Coble Geophysical Services (CGS), a consulting firm currently under a term contract with the City of Homer, under the management of Public Works.

Deliverable(s) and Permits:

Deliverable	Due Date:
Meeting with Coble Geophysical Services (CGS) regarding schedule of work and workplan deliverables	March 30, 2023
Quality Assurance Project Plan	To be approved by DEC before data collection begins
Planning Documents: Survey (PDF)	June 30, 2023
Hydrologic Report (PDF)	June 30, 2023

TASK 2: Planning – Design alternatives

CGS will research containment structure alternatives, and, based on the information collected in Task 1, provide a recommendation for the best design to collect, **treat** and discharge stormwater for the site which will guide the City's selection of the Preferred Alternative.

Deliverable(s) and Permits:

Deliverable	Due Date:
Letter Report describing the research and making a recommendation of the selected containment structure (PDF)	June 30, 2023

TASK 3: Project Design Plans

The City of Homer engineering team in collaboration with CGS will develop plans and specifications for the Preferred Alternative LID/green-infrastructure design and remediation of the gravel berm walkway which would involve removal of as much of the gravel as technically feasible and installation of an elevated walkway.

Deliverable(s) and Permits:

Deliverable	Due Date:
Draft Plan for DEC Review	July 15, 2023
Project Plans and specifications and environmental benefit calculations	June 30, 2023

TASK 4: Permits

Apply for and acquire approvals and permits necessary to proceed with installation. City staff will complete an application to the US Army Corps of Engineers for a wetlands permit, and obtain all other required environmental approvals.

Deliverable(s) and Permits:

Deliverable	Due Date:
Corps of Engineers Permit application, permit approval,	June 30, 2023

TASK 5: LID/Green Infrastructure Installation

This task involves the following steps: (1) City staff will competitively procure construction services by developing a bid package, advertising and awarding contract for project construction/installation. (2) Firm will install the containment structure and related infrastructure piping. The Public Works Department will conduct regular site visits for quality assurance and to monitor progress. This work will be done in the fall to avoid the bird nesting season.

Deliverable(s) and Permits:

Deliverable	Due Date:
Procurement documents (PDF)	Sept. 30, 2023
Contract administration documents (PDF)	Dec. 31, 2023
Construction documentation: inspection reports	Dec. 31, 2023
Project photos of work in progress and final photos of installed containment structure, related infrastructure piping, bioswales and walkway. (Word, JPG)	Dec. 31, 2023
Water quality data after installation to document treatment effectiveness (PDF) - one round of sampling only	Dec. 31, 2023
Draft maintenance agreement for DEC review	November 30, 2023
Maintenance agreement with City of Homer (PDF)	Dec. 31, 2023

Appendix B: General Conditions

Article 1. Project Management

Availability of funding is contingent upon approval of grant money from the U.S. Environmental Protection Agency (EPA) and legislative appropriation of funds. No expenditures incurred outside of the period of performance are authorized under this Agreement.

This project will be managed by the Grantee with signatory authority for execution of this Agreement, subsequent Amendments, and financial/progress reports granted to the DEC Project Manager. Delegation of signatory authority and changes in the authorized representative must be received in writing and approved by the Department.

The Grantee will acknowledge Department and federal funding for all reports, brochures, videos, maps, and outreach materials produced by this project with the following statement or similar as approved by the Department: "This project has been funded wholly or in part by the United States EPA under assistance agreement number [FAIN Number(s)] to the Department of Environmental Conservation through the Alaska Clean Water Actions (ACWA) program. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial product mentioned in this document." The FAIN Number(s) will be provided to the Grantee by the Grants Administrator. Refer to Appendix B, Article 38 for more information regarding publicity and press releases.

The Grantee will notify the Department immediately of any significant organizational changes during the term of the Agreement, including changes in key personnel or tax status, and any unforeseen problem or project delay that may cause a change to the workplan or budget. Any unreported or unapproved changes to the workplan or budget evident in reports may result in an Amendment being required, costs disallowed, and/or suspension or termination of the Agreement as described in Appendix B, Article 35.

Article 2. Reporting Requirements

The Grantee shall submit all reports to the Department according to the terms and schedule established in this Agreement. Failure to submit progress reports or to make adequate progress may result in the Department withholding funds, suspending, or terminating the Agreement.

Progress Reports and Deliverables

The Grantee agrees to provide semiannual progress reports to the Department. These reports must update the Department on project progress and deliverables as necessary. The required format of the progress report will be determined by the DEC Project Manager and communicated to the Grantee prior to the end of the first quarter of the project.

The progress reports are due ten (10) days after the periods ending each year on June 30 and December 31. The final progress report is due thirty (30) days after the period of performance end date.

Financial Reports

The Grantee agrees to provide financial reports semiannually to the Department. These reports must update the Department on grant funds and match expenditures (as appropriate) during the reporting period. The financial reporting template will be provided by the Grants Administrator at project inception.

The financial reports are due ten (10) days after the end of the periods ending each year on June 30 and December 31. The final financial report is due thirty (30) days after the period of performance end date.

Costs incurred on the project after the ten (10) day grace period without submission compliance are at the Grantee's risk and may be disallowed. Payments and reimbursements will be subject to submission and approval of the required reports. Repeated failure to submit progress and/or financial status reports in a timely manner may result in the suspension or termination of the Agreement.

The final financial status report is due thirty (30) days after the period of performance end date. Final status reports received thirty-two (32) days or more after the project completion date will not be considered for final payment or reimbursement. Final payment or reimbursement will be paid upon completion of the project including submission and approval of the final financial status report, final project report (if applicable), and all project deliverables. The final project report (if applicable) and all other project deliverables are due thirty (30) days after the period of performance end date and are considered late after that date. All reports will be submitted in written and electronic formats requested by the Department. Electronic signatures are allowable by the Department.

Executive Compensation Reporting Requirement

The Grantee must report the names and totals of the five most highly compensated executives if 1) the Award equals or is greater than \$25,000, and 2) the Grantee received 80 percent or more of its annual gross revenues from federal contracts or grants, and 3) the Grantee received \$25,000,000 or more in annual gross revenues from federal contracts or grants. The Grantee is exempt from this reporting if the Grantee had a gross income from all sources under \$300,000 from the previous tax year. The Grants Administrator will provide a template to the Grantee for completion at grant inception. This form must be submitted to the Department within *thirty (30)* days of the award being obligated.

Disadvantaged Business Enterprise (DBE)

The Grantee agrees to comply with the following requirements and must review the full detail at EPA website under "Disadvantaged Business Enterprise Program Requirements" <https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements>:

- MBE/WBE Certification. Entities must meet the certification criteria under at least one of the listed authorizing statutes to qualify for the DBE Program.
- Six Good Faith Efforts. The Grantee is required to make the listed good faith efforts whenever procuring construction, equipment services and supplies under this agreement.
- DBE Contract Administrative Requirements. The Grantee must adhere to the listed contract administrative requirements.

MBE/WBE Reporting. The Grantee agrees to report the compliance of the above requirements. MBE/WBE forms are due annually, at the end of each State Fiscal Year, and with the final financial report. A MBE/WBE template will be provided by the Grants Administrator at grant inception.

Article 3. Documentation and Record-Keeping

The Grantee shall set up a file containing the following: grant application, grant agreement and amendments; progress reports; documentation for products indicated in the workplan; financial reports with backup documentation such as billings, invoices or other records that validate expenditures or match; and any other documents pertinent to the performance of this Agreement and completion of the project.

The state or authorized federal representative may inspect, in the manner and at any reasonable time it considers appropriate, the Grantee's facilities, records or activities under this Agreement.

Article 4. Governing Law

The Grantee must conform to all applicable federal, state, and local laws, ordinances, and regulations. It is the responsibility of the Grantee to ensure that all permits required for this project by federal, state, or local governments have been obtained prior to any activity that requires permitting take place. All actions concerning this project shall be brought in the Superior Court of the State of Alaska.

Article 5. Severability and Waivers

If any provision under this Agreement or its application to any person or circumstances is held invalid by a court of rightful jurisdiction, this invalidity does not affect any other provisions of the Agreement which can be given effect without the invalid provision. No condition or provision of this Agreement can be waived unless approved by the Department in writing.

Article 6. Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the General Provisions of this Agreement supersede any provisions in other appendices.

Article 7. Site Control

If the project involves occupancy, use, or modification of real property, the Grantee shall acquire the legal right to occupy, use, or modify the real property for the purposes of this Agreement and authority to access the project site to complete the proposed project.

Article 8. Sovereign Immunity

If the Grantee is an entity that possesses sovereign immunity, it is a requirement of this Agreement that the Grantee irrevocably waives its sovereign immunity with respect to state enforcement of this Agreement. The waiver of sovereign immunity affected by a resolution of the entity's governing body is hereby incorporated into this Agreement.

Article 9. Covenant Against Contingent Fee

The Grantee warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Grantee for the purpose of securing business. For the breach or violation of this warranty, the state may terminate this Agreement without liability or in its discretion deduct from the grant price or consideration of the full amount of the commission, percentage, brokerage, or contingent fee.

Article 10. Officials Not to Benefit

The Grantee must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

Article 11. Political Activity

No portion of these funds will be used to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. The Grantee must submit EPA Form 6600-06, "Certification Regarding Lobbying" to the Department if this award exceeds \$100,000. The Grant Administrator will provide the form at grant inception if applicable.

The Grantee must submit Standard Form-LLL, "Disclosure of Lobbying Activities" to the Department if any non-federal funds have been paid or will be paid to influence or attempt to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress. A copy of the "Disclosure of Lobbying Activities" can be accessed at the following link: <https://www.epa.gov/grants/epa-grantee-forms>.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Failure to submit certification and disclosure forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Article 12. Obligations regarding Third-Party Relationships

The Grantee may not assign or delegate this Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Department. None of the work specified in this Agreement shall be contracted by the Grantee unless stated in the Agreement or with prior written approval from the Department. The Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties of the undertaking of all or part of the project described therein. The Grantee shall bind all contractors to every applicable provision.

Article 13. Conflict of Interest

The Grantee must inform the Department immediately upon determination of any Conflict Of Interest (COI) as defined and described in the EPA's COI Policy found at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy> during the performance period of this Agreement via electronic mail.

Article 14. No Additional Work or Materials

No claim will be allowed for services not specifically provided for in this Agreement which are performed or furnished by the Grantee.

Article 15. Changes

Any changes that have been agreed to by both parties will be attached and made part of this Agreement by use of an Amendment. Any such Amendment must be dated and signed by both parties before the change is considered approved and effective. The change is effective upon final signature by the Department.

Article 16. Budget Flexibility

Notwithstanding the provisions in Article 15, "Changes", the Grantee may revise the project budget without a formal Amendment to this Agreement. Such revisions are limited to a maximum of 10% of the total grant amount over the entire term of this Agreement. Such budget revisions shall be limited to changes to existing budget line items. The creation of new budget line items or addition of funds to the award may only be done through a formal Amendment to the Agreement.

Article 17. Allowable Costs

The Grantee shall comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart E – Cost Principles. These cost principles must be used by the Grantee in determining the allowable costs of work performed under this Agreement.

Article 18. Light Refreshments

Upon Department approval, the Grantee may use grant funds for providing light refreshments at outreach events, as long as the activity is reasonable and necessary for the performance of the project as described below. The Grantee will be limited to tea, water, and/or coffee and cannot exceed a total of \$500. Outreach events may be meetings, workshops, or participation in a festival for the purpose of educating the public about water quality protection or restoration efforts. This may also include having a booth designed to educate the public or gather public information at public events. EPA policy prohibits the use of funds for receptions, banquets and similar activities that take place after normal business hours without prior approval.

Grant funds may not be used for any event where alcohol is served, purchased or otherwise available as part of the event or meeting, even if funds are not used to purchase alcohol.

Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable.

Article 19. Consultant Cap

Individual consultants retained by the Grantee shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed.

Article 20. Income

Program and interest earned on federal or state funds shall be reported to the Department who will make a determination if those funds can be used for the project during the Agreement period.

Article 21. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the indirect costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Article 22. Federally Approved Indirect Rate

The Grantee is entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect rate proposal to the appropriate federal agency for review and approval. The Grantee is responsible for maintaining an approved indirect cost rate throughout the life of the Agreement. Documentation of the current rate agreement must be provided at the beginning of each State Fiscal Year.

Budgets that have been placed with an indirect rate not yet approved by the federal agency, for project administrative expenses, are subject to revision based on the rejection or approval of the final approved indirect rate. If the indirect rate proposal was rejected or adjusted by the federal agency the Grantee will be required to notify the Department and adjust project administration expenses already incurred to the appropriate amount as required under federal regulations.

The Grantee will not be reimbursed for any indirect costs which are not incurred during the period of the approved rate agreement or for any period in which the rate has expired.

Article 23. Limitation of Administrative Costs

If the Grantee does not have a federally approved indirect rate, the Grantee may include administrative costs in the workplan budget but the amount cannot exceed 10% of the grant award.

Article 24. Local Share of Project

The Grantee shall contribute a local share of this project as stated in the Agreement. The matching funds may be in the form of cash or in-kind contributions and must be certified as a non-federal source.

Article 25. Debarment and Suspension

Prior to the offer of this Agreement, the Department has verified the Grantee is not included on the government wide suspension and debarment list. Failure to maintain this status may result in the termination of this Agreement. In addition, the Grantee will not award or permit any award to any party that has been debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs if the value of the subcontract is equal to or exceeds \$25,000. The Grantee may access suspension and debarment information at <http://www.sam.gov>.

Article 26. Procurement

The Grantee must comply with all applicable state or federal or procurement laws in 2 CFR Part 200, Subpart D, Section 200.317 through 200.326. The Grantee is required to follow fair and equitable procurement standards in the acquisition of all services, supplies, and materials. The Grantee must retain clear records of bid procedures. The Grantee will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

Article 27. Equipment Use and Disposition

The Grantee must comply with 2 CFR Part 200, Subpart D, Section 200.313 governing the use of equipment. Equipment purchased in part or wholly with federal funds shall be used by the Grantee in the project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a federal agency. The Grantee shall be responsible for the operation and maintenance of equipment acquired with this project. Property records must be maintained which will include a description, serial number, source and title, cost and percentage of federal participation in cost, location, use and condition, and sale price and date of disposal. A physical inventory of the property must be taken at least once every two years. Disposition of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation. If the Grantee is a non-profit

corporation that dissolves, the assets from this project are to be distributed according to Alaska Statutory law, AS 10.20.290-10.20.452.

Article 28. Supplies

The Grantee will compensate the awarding agency if residual inventory of unused supplies exceeds \$5,000 and are not needed for any other federally funded projects upon completion or termination of the Agreement, in compliance with 2 CFR Part 200, Subpart D, Section 200.313, paragraph (e)(2).

Article 29. Recycled Paper

The Grantee agrees to use recycled paper and double-sided printing for all reports which are prepared as part of this Agreement. The Grantee agrees to give preference to the purchase of recycled materials.

Article 30. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 31. Payment Schedule

The Grantee shall comply with the payment schedule established in Attachment 2 of this Agreement.

Article 32. Records Maintenance and Retention

The Grantee shall keep a file for financial, progress, and other records relating to the performance of the Agreement. The file must be retained for a period of three years from the fully executed close out of the Agreement or until final resolution of any audit findings claim or litigation related to the project.

Article 33. Inspection of Records

The state or authorized federal representative may inspect, in the manner and at any reasonable time it considers appropriate, the Grantee's facilities, records or activities under this Agreement.

Article 34. Audit

The Grantee must comply with the provisions of 2 CFR Part 200, Subpart F governing the audit of the state and local governments and nonprofit organizations federal assistance recipients.

Article 35. Compliance Enforcement

If the Grantee fails to comply with the terms of this Agreement, or fails to use the Agreement for only those purposes set forth therein, the Department may take one or more of the following actions:

a) Right to Withhold Funds

The Department may temporarily withhold payments under this Agreement for any violations pending correction of any deficiency by the Grantee or the Department may take more severe enforcement action.

b) Suspension

After written notice that the Grantee is out of compliance with the Agreement, the Department will suspend the project and withhold payment or prohibit the Grantee from incurring

additional obligations of grant funds pending corrective action or a decision to terminate. Response must be received within fifteen (15) days of notification.

c) Termination for Cause

The Department, by written notice, may terminate this Agreement, in whole or in part, when it is in the best interest of the state at any time before the final payment is made. The Department shall notify the Grantee in writing of its determination to terminate, the reason for such termination, the effective date, and the reason and amount for recoveries that will be made.

Article 36. Termination Due to Lack of Funding

In the event funding from the state, federal, match, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the Department may terminate the Agreement, reduce funding, or re-negotiate subject to those new funding conditions.

If the Agreement is terminated, reduced, or re-negotiated for withdrawal or reduction of match funds, the Grantee shall be entitled to compensation of no more than 60% of total costs of the project, as approved by the Department for cost eligibility. The Grantee shall reimburse the Department for all unspent grant funds advanced to the Grantee for project expenses above the final total approved for project cost or above the renegotiated quarterly payment plan; whichever best applies to the current status of the project. The Grantee shall also reimburse the Department for expenses using grant funds during the course of the project that do not meet eligibility requirements. Eligibility requirements include but are not limited to the required match for all grant funds spent by the Grantee. The Grantee must ensure that grant funds expended during the project do not exceed the limit of total project cost.

Article 37. Closeout

The Department will close out the Agreement when it determines that all reporting requirements and required work has been completed. The Grantee must submit all financial, performance and other reports and deliverables required as a condition of the project within thirty-two (32) days of the expiration of this Agreement unless otherwise stated in the workplan or with prior written approval. The Grantee shall return all unexpended grant monies to the state within sixty (60) days of the expiration of the Agreement.

Article 38. Press Releases

The Grantee must notify the Department of any press releases or public announcements prior to publication or dissemination that describe or are otherwise related to the project supported by the Agreement. If the Department objects to any provision of a press release or public announcement under this section, it shall notify the Grantee within twenty-four (24) hours of receiving the notification described herein and shall work diligently and in good faith with the Grantee to develop mutually agreeable language prior to the planned publication or dissemination.

The Grantee must notify the Department within the same day of any media inquiries directed at the Grantee and describe any response or information provided to the media. For some projects, the Department may also issue press releases, may respond to media inquiries or may direct the Grantee to refer questions regarding the project to the Department.

Article 39. Ownership of Documents and Products

All designs, drawing, specifications, notes, artwork, computer programs, reports and other work developed with grant funds in the performance of this Agreement are public domain and will be used

by the state and/or public without notice or compensation to the Grantee. The Grantee agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.

Article 40. Civil Rights

The Grantee must comply with all applicable civil rights regulations, state laws, and policies in accordance with the Equal Employment Opportunity Executive Orders, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972. Failure in prevention of discriminatory employment practices constitutes a material breach of the Agreement and could result in termination of the Agreement.

Article 41. Electronic and Information Technology Accessibility

The Grantee must ensure that any electronic and information technology (EIT) developed under this Agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality as described and defined in Section 504 of the Rehabilitation Act.

Article 42. Hotel-Motel Fire Safety Act

The Grantee agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act. The Grantee may research the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

Article 43. Drug-Free Workplace

The Grantee must make an ongoing good faith effort to maintain a drug-free workplace as set forth in the Drug-Free Workplace Act of 1988.

Article 44. Disputes

Any disputes concerning a question of fact arising under this project which is not disposed of by mutual agreement shall be decided in accordance with contract controversies, AS 36.30.620-632 of the state Procurement Code.

Article 45. False Claim

The Grantee is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursement of grant funds may result in criminal, civil or administrative fines and/or penalties.

The Grantee must promptly refer to EPA's Inspector General any credible evidence that a false claim has been submitted under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement.

Article 46. Prohibition Statement

The Grantee is advised that no employees may engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time this Agreement is in effect; or use forced labor in the performance of this Agreement.

The Grantee must inform the Department immediately of any information that is received from any source alleging a violation of the Prohibition Statement above.

Article 47. Patents and Inventions

Rights to inventions made under this Agreement are subject to federal patent and licensing regulations as defined in Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Article 48. Indemnification

The Grantee shall indemnify, save harmless and defend the state, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the Grantee, subcontractor or anyone directly or indirectly employed by them in the performance of this Agreement.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the performance of this Agreement which are caused by the joint negligence of the state and the Grantee shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the state must be a direct result of active involvement by the state.

Article 49. Insurance

Without limiting the Grantee's indemnification, it is agreed that the Grantee shall purchase and maintain in force at all times during the performance of services under this Agreement the following policies of insurance; when applicable. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Grantee's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

a. Worker's Compensation Insurance

The Grantee shall provide and maintain, for all employees of the Grantee engaged in work under this Agreement, Workers' Compensation Insurance as required by AS 23.30.045. The Grantee shall be responsible to ensure all subcontractors provide Workers' Compensation Insurance for anyone who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection of not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U. S. L&H and Jones Act) must also be included.

b. Comprehensive (Commercial) General Liability Insurance: The Grantee shall ensure coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where generally applicable, and shall include premises-operations, independent contractor, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

c. Comprehensive Automobile Liability Insurance: covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage.

d. Professional Liability Insurance: covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the

performance of this Agreement which results in a financial loss to the state. Limits required as per the following schedule:

Contract Amount	Minimum Required Limit
Under \$100,000	\$100,000 per occurrence/annual aggregate
\$100,000-\$499,999	\$250,000 per occurrence/annual aggregate

Appendix C: Funding-Specific Conditions

Sewer Overflow and Stormwater Reuse Municipal Grant Program

Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the Grantee's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Grantee received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. Use of the Department logo is encouraged and available by request.

Signage Required – Nonpoint Source Construction Projects

The Grantee is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Grantees are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

Environmental Review – Treatment Works Construction Projects

Prior to any construction, the Grantee shall consult with the Department to determine the required level of environmental review. The Department will notify the Grantee of the type of environmental documentation that will be required, if any.

If an environmental review is needed, the Grantee shall complete an environmental review in accordance with the State Environmental Review Process (SERP), and in compliance with state and federal environmental laws prior to any ground disturbing or construction activities conducted as part of this Project. Construction activities shall not commence until the SERP review has been completed. Any ground disturbing or construction activities that occur prior to the notification to the Grantee, by the Department, that Department's decision has been finalized are ineligible for reimbursement. No grant funds related to Construction activities shall be expended by the Grantee until all documentation is received and the Environmental Review is approved by DEC. The Grantee shall allow 60-90 days for review.

An environmental determination is valid for five years. Any activities occurring more than five years following the original environmental determination must undergo an additional review.

Davis-Bacon Act– Treatment Works Construction Projects

For construction, alteration, and repair of treatment works, the Grantee shall ensure that contract wages paid are the higher of the State or Federal wage rate on a classification-by-classification basis for the construction of the Project. Both prevailing wage rates established for the locality by the Alaska Department of Labor under AS 36.05.010, and Federal standards in accordance with 40 U.S.C. Subtitle II Part A Subchapter IV (commonly referred to as the "Davis Bacon Act") apply. Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a

week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

- a. The Grantee shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) less than 10 days before posting. Wages are locked-in at bid opening if awarded within 90 days. Wages must be updated if contract award is more than 90 days after bid opening. Once a Davis-Bacon wage rate has been locked, it stays in effect for the duration of the project. These wage determinations shall be incorporated into solicitations and any subsequent contracts. In addition, the wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor or subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. The Grantee shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub-contracts in excess of \$2,000. Grantee shall ensure no contracts are awarded to contractors excluded from federal contracts. The Grantee may access suspension and debarment information at <http://www.sam.gov>.
- c. The Grantee shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. Grantees shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Grantee must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- d. The Grantee shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. In addition, during the examinations, the Grantee shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions. The Grantee shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.
- e. In addition, the Grantee shall consult with the Department on any required contract or bid documents to ensure that appropriate federal "Davis Bacon Act" language and material is included in the documentation.

American Iron and Steel- Treatment Works Construction Projects

Per Section 608 of the Clean Water Act, none of the funds made available to the Grantee shall be used for a project for the construction, alteration, maintenance, or repair of a treatment works unless all of the iron and steel products used in the project are produced in the United States.

The Grantee may request a waiver to this requirement **during the design phase** if:

- i. It is inconsistent with the public interest;
- ii. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- iii. Inclusion of iron and steel products produced in the United States will increase the cost of the overall Project by more than 25 percent.

Waiver requests shall be submitted to the Department by the Grantee; the Department will then forward the request to the Environmental Protection Agency (EPA) for consideration. EPA will make a copy of the request, and information related to the request, available to the public on an EPA website for at least fifteen days for informal public input prior to making a finding.

Attachment 1: ACWA-23-13 Budget

Categories	FY23		FY24		Total Request
	Expenses between March 1, 2023 and June 30, 2023	Description (see column A for required details for each category)	Expenses between July 1, 2023 and June 30, 2024	Description (see column A for required details for each category)	
Personal Services	\$0		\$0		\$0
Travel	\$0		\$0		\$0
Contractual	\$11,866	Surveyor: 20 hours at \$84.76 Per hour = \$1,695.20; Design Engineer, Geoff Coble of Coble Geophysical Services 120 hours at \$84.76 per hour = \$10,171.20.	\$141,441	Construction Contract to furnish & install storm water facilities & trail work. One round of post-construction water sampling to assess treatment effectiveness.	\$153,307
Supplies	\$0		\$0		\$0
Equipment	\$0		\$0		\$0
Indirect/Admin	\$0		\$0		\$0
Other	\$0		\$0		\$0
Grand Total	\$11,866		\$141,441		\$153,307

Attachment 1: ACWA-23-13 Match

Categories	FY23		FY24		Total Request
	Expenses between March 1, 2023 and June 30, 2023	Description (see column A for required details for each category)	Expenses between July 1, 2023 and June 30, 2024	Description (see column A for required details for each category)	
Personal Services	\$13,429	The City of Homer (City) will provide in-kind services - staff and administrative time dedicated to the project. Jan Keiser, Project Manager, manage technical aspects of project - 128 hours at \$84.31/hour = \$10,791.68; Owen Meyer, Project Technician, administer documentation & payments - 32 hours at \$47.90/hour = \$1,532.80; Jenny Carroll, Grant Manager . QC for grant administration - 14 hours at \$78.88/hour = \$1,104.32	\$10,364	The City of Homer (City) will provide in-kind services - staff and administrative time dedicated to the project. Jan Keiser, Project Manager, manage technical aspects of project - 101 hours at \$84.31/hour = \$8,515.31; Owen Meyer, Project Technician, administer documentation & payments - 32 hours at \$47.90/hour = \$1,532.80; Jenny Carroll, Grant Manager . QC for grant administration - 4 hours at \$78.88/hour = \$315.52.	\$23,792
Travel	\$0		\$0		\$0
Contractual	\$7,334	The City will provide matching funds from the dedicated Homer Accelerated Roads & Trails Fund to cover consultant hourly costs exceeding the hourly rate cap of \$84.76. Design Engineer - Coble Geophysical Services: 120 hours @ \$50.24 per hour = \$6,028.80. Surveyor - 20 hours @ \$65.20 per hour = \$1,304.80.	\$73,979	Matching funds from Homer Accelerated Roads and Trails Fund to furnish and install the storm water appurtenance as well as perform the trail work.	\$81,313
Supplies	\$0		\$0		\$0
Equipment	\$0		\$0		\$0
Indirect/Admin	\$2,076.24	Office space for City of Homer special projects manager, public works director, project technician, accounting and administrative staff. Insurance, utilities, and office supplies.	\$0		\$2,076
Other	\$0		\$0		\$0
Grand Total	\$22,839		\$84,343		\$107,182

Attachment 2: Payment Plan for Reimbursable Expenses

Reimbursement

Eligible expenses incurred under the Agreement will be reimbursed on a semiannual basis. Reimbursement will be made upon receipt and approval of the progress, financial reports, and deliverables. If you require more frequent reimbursements, please contact the Department.

Matching Funds

If the Grantee is required by the Agreement to contribute a local share of this project, the Grantee shall certify that the match of cash and/or in-kind services provided for the project are supported solely with non-federal funding used exclusively for this project and is not being used to match any other federal grant. Match funds may be cash or in-kind services including volunteer time and donated supplies and must be from non-federal sources. The source of the match must be fully documented. Match activities must meet the same eligibility requirements and must conform to the same laws and regulations as the federal funds in the Agreement. Matching funds must be met according to the agreed upon schedule at grant inception, and in proportion to actual spending.

Certificate Of Completion

Envelope Id: E86E41EADE3447DB9F022E92440B46FD	Status: Completed
Subject: Complete with DocuSign: ACWA-23-13 Grant Award.pdf	
Source Envelope:	
Document Pages: 24	Signatures: 2
Certificate Pages: 4	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Disabled	Mariah Carpenter
Time Zone: (UTC-09:00) Alaska	PO Box 110206
	Juneau, AK 99811
	mariah.carpenter@alaska.gov
	IP Address: 158.145.15.26


Record Tracking

Status: Original 2/27/2023 2:54:54 PM	Holder: Mariah Carpenter mariah.carpenter@alaska.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State of Alaska	Location: DocuSign

Signer Events

Heidi Thomerson
Heidi.Thomerson@alaska.gov
Accountant IV-Federal Grants
Department of Environmental Conservation
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 10.1.96.28

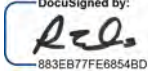
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Signed: 2/28/2023 11:40:32 AM

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Accepted: 4/14/2022 2:07:02 PM
ID: 9f2df446-33f9-4e5c-b878-12b1799a0ed7
Company Name: State of Alaska

Randy Bates
randy.bates@alaska.gov
Director
State of Alaska
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 10.7.102.116

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Signed: 2/28/2023 2:50:04 PM

Electronic Record and Signature Disclosure:

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ID: 861845b2-4df8-4150-b1ad-c5ec0bfbd08a
Company Name: State of Alaska

Larry Dunivin
Larry.Dunivin@alaska.gov
DEC Finance Officer
State of Alaska
Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device
Using IP Address: 24.237.20.46

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Signed: 3/1/2023 2:06:53 PM

Electronic Record and Signature Disclosure:

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Company Name: State of Alaska

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sarena Hackenmiller sarena.hackenmiller@alaska.gov Grants Administrator II State of Alaska Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/27/2022 2:29:40 PM ID: cc73dbb9-af31-43ec-90c3-c026a2cb6267 Company Name: State of Alaska	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 3/1/2023 2:06:55 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/1/2023 2:06:53 PM
Completed	Security Checked	3/1/2023 2:06:55 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read this Electronic Records and Signature Disclosure (ERSD). It concerns your rights regarding electronically undertaking, and the conditions under which you and the State of Alaska agree to electronically undertake, the transaction to which it relates (the “TRANSACTION”).

Consent to Electronically Undertake the TRANSACTION

You can electronically undertake the TRANSACTION only if you confirm that you meet the following requirements by selecting the box next to “I agree to use electronic records and signature” (the “AGREE BOX”):

1. you can fully access and have read this ERSD;
2. you can fully access all of the information in the other TRANSACTION records;
3. you can retain all of the TRANSACTION records in a form that you will be able to fully access for later reference;
4. you consent to undertake the TRANSACTION electronically; and
5. you are authorized to undertake the TRANSACTION. (Please note that falsely undertaking the TRANSACTION may subject you to civil liabilities and penalties and/or to criminal penalties.)

If you cannot or are not willing to confirm each of these five things, do not select the AGREE BOX.

Withdrawing Consent

If you select the AGREE BOX, you can withdraw your consent to electronically undertake the TRANSACTION at any time before you complete the TRANSACTION: simply do not finalize it. The only consequence of withdrawing your consent is that you will not finalize the TRANSACTION.

If you select the AGREE BOX, your consent will apply only to this TRANSACTION. You must separately consent to electronically undertake any other transaction with the State of Alaska.

Paper Option for Undertaking the TRANSACTION

You may undertake the TRANSACTION with the State of Alaska using paper records. (State of Alaska employees who want to undertake the TRANSACTION in paper should contact the agency responsible for the TRANSACTION.) Print the paper records on the website of the State of Alaska agency responsible for the TRANSACTION, or request them from the agency. The State of Alaska homepage is at <http://alaska.gov/>.

Copies of TRANSACTION Records

After completing the TRANSACTION but before closing your web browser, you should download the TRANSACTION records. Or you can download the records within 30 days after

completing the TRANSACTION using the link in the DocuSign email sent to the email address you used to complete the TRANSACTION. The State of Alaska will not provide a paper copy of the TRANSACTION records as part of the TRANSACTION. Under the Alaska Public Records Act (APRA), AS 40.25.100–.295, you can request a copy from the agency responsible for the TRANSACTION, but if too much time has passed, the agency may no longer have the records when you make your request. If required under the APRA, the agency will charge a fee.

Required Hardware and Software

For the minimum system requirements to electronically undertake the TRANSACTION, including accessing and thereby retaining the TRANSACTION records, visit <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. These requirements may change. In addition, you need access to an email account.

How to Contact the State of Alaska

To ask a question on this ERSD or the DocuSign document generated after you complete the TRANSACTION or on using DocuSign to electronically undertake the TRANSACTION, contact the Alaska Department of Administration at either of the following addresses:

State of Alaska
Department of Administration
550 West 7th Avenue
Suite 1970
Anchorage, AK 99501
Reference: DocuSign

doa.commissioner@alaska.gov
Subject: DocuSign

To ask any other question on the TRANSACTION records or to update the information for contacting you electronically, contact the State of Alaska agency responsible for the TRANSACTION using the contact information in the TRANSACTION records or, if those records contain no contact information, using the contact information on the agency's website. Again, the State of Alaska homepage is at <http://alaska.gov/>.

COBLE GEOPHYSICAL SERVICES

GEOPHYSICAL CONSULTING

P.O. Box 1637

Homer, Alaska

99603-1637

(907) 399-6366

Groundwater/Surface Water
Geophysics

CGS MEMO 11/29/21

Janette Keiser, PE, JD

Director of Public Works, City of Homer

3575 Heath Street

Homer, Alaska 99603

Phone: (206) 714-8955

JKeiser@ci.homer.ak.us

RE: Stormwater Outfalls: Addressing Stormwater in the City of Homer
Recommendations for the Public Works Department
Addressing Stormwater Pollution in the Bishops Beach Area, Homer, Alaska

Dear Janette,

Stormwater drainage for the downtown areas of the City of Homer (COH) has used the Beluga Slough Freshwater and Saltwater Marshlands as its *de facto* stormwater treatment facility. Water is discharged into the higher elevations of this wetland, and it makes its way through to Palmer Creek and the ocean.

The Beluga Wetlands are also in the vicinity of a popular COH park and Bishops Beach.

Unfortunately, a large portion of untreated stormwater has bypassed the Beluga Wetlands and been discharged directly into the ocean from this area for many years.

Like many urban areas of Alaska, this stormwater includes the usual urban sources of pollutants from properties and roads, as well as extensive suspended sediment from road sanding and calcium chloride.

This proposal seeks to address its stormwater issues head-on using recommendations laid out in the Kinney Engineering 2020 Low Impact Development Report (Kinney, 2020) and add an additional property to this system in order to facilitate additional stormwater treatment capacity. This project also seeks to re-direct all remaining stormwater discharge of this area through the Beluga Wetlands.

Please let me know if you have any questions regarding this memo, and thank you very much for your business.

Sincerely,

COBLE GEOPHYSICAL SERVICES

Geoff Coble, M.S., PG

Homer Professional Building

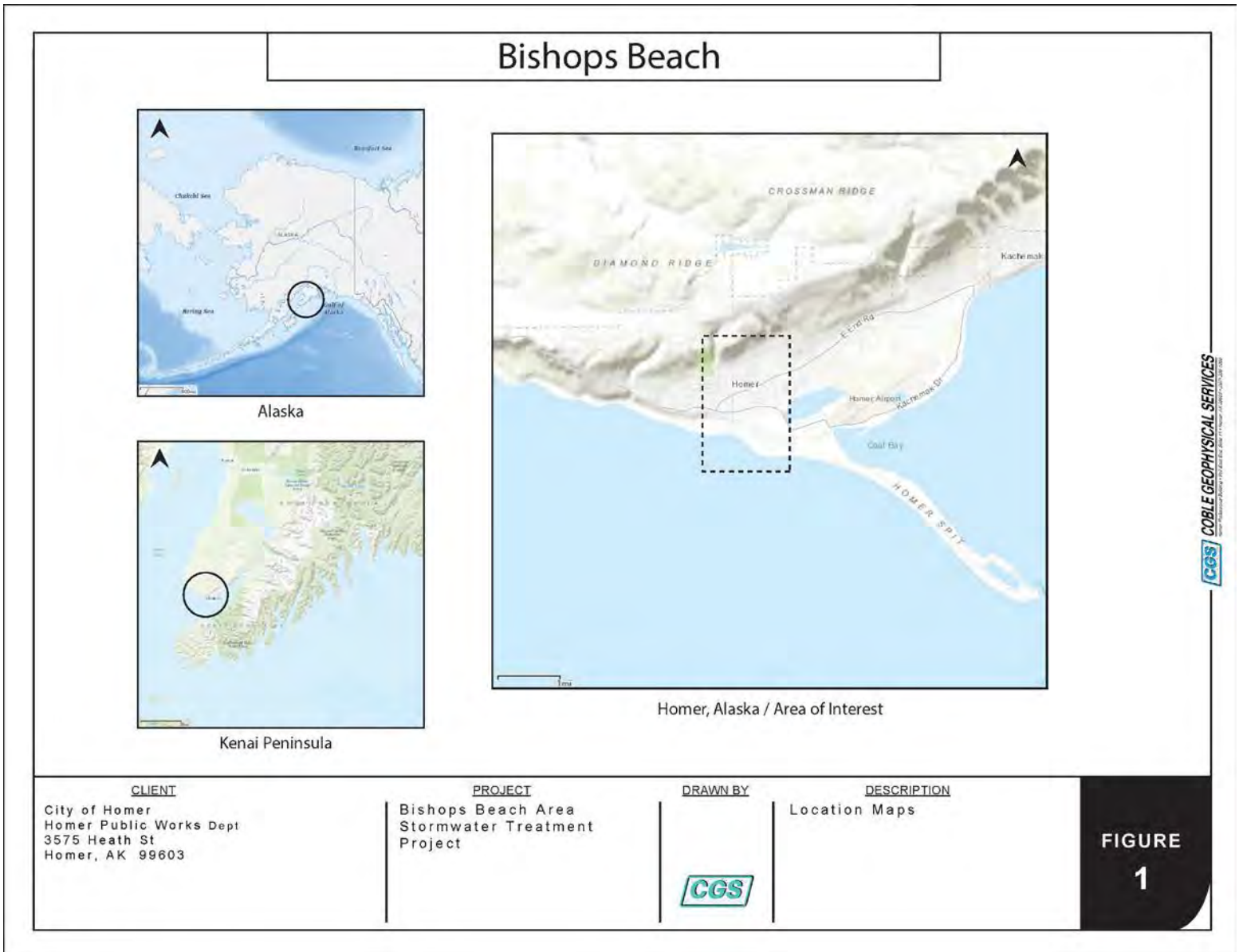
910 East End Rd, Suite #1

Homer, Alaska 99603



INTRODUCTION

A significant amount of stormwater drainage for the City of Homer is discharged in the vicinity of the popular Bishops Beach project area shown in Figure 1, in Homer, Alaska.

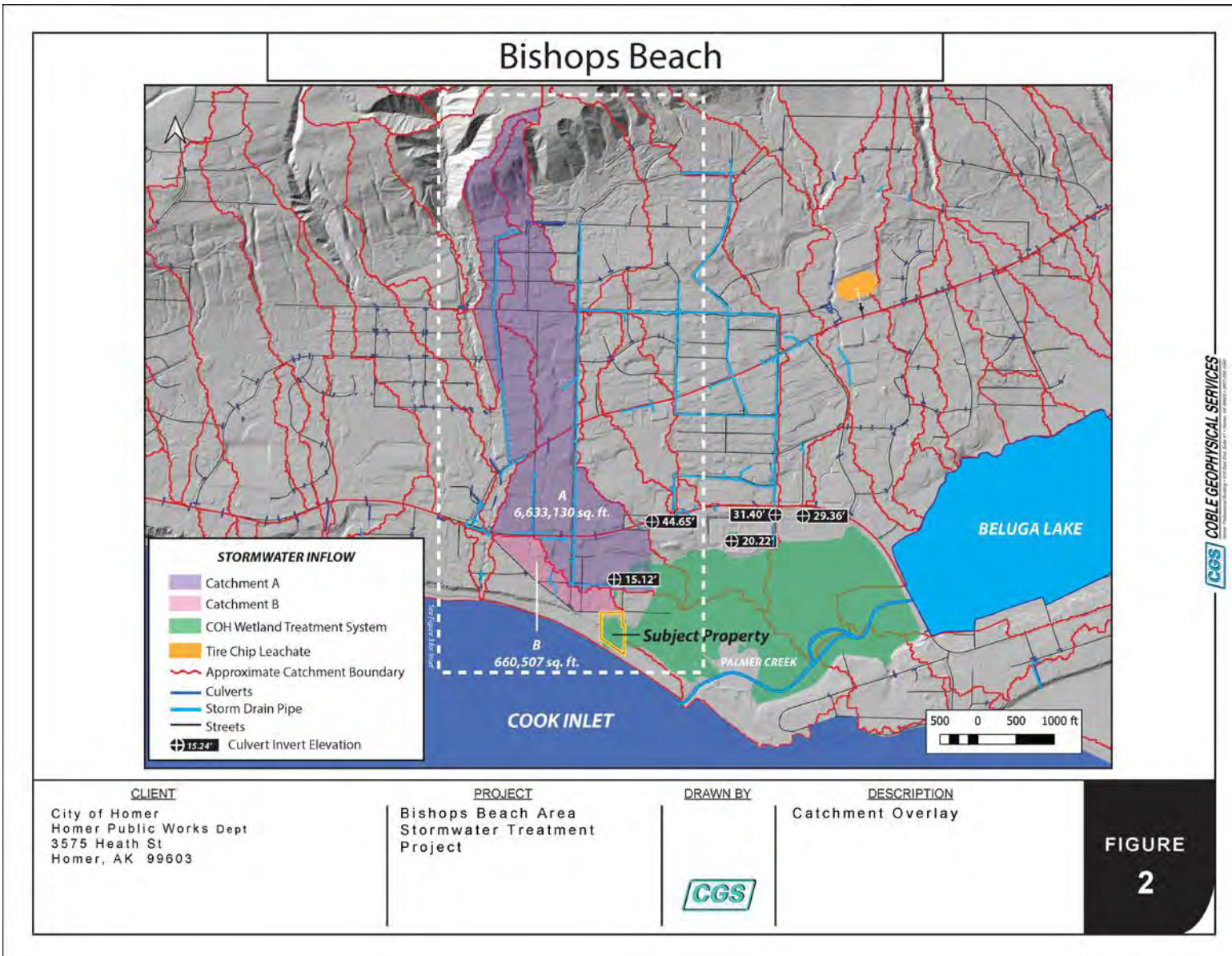


Untreated stormwater from the City of Homer Streets has been discharged into this area for many years.

Like many urban areas of Alaska, this stormwater also includes significant amounts of suspended sediment due to extensive road sanding operations, and this sand is frequently mixed with Calcium Chloride. The stormwater sediment load dictates periodic cleaning of drainage ditches in the Ben Walters neighborhood of the COH.

Stormwater from this neighborhood also contains the usual pollutants from properties and roads, and the usual 'other' known sources of pollutants such as tire chip leachate. This last pollutant comes from artificial turf athletic fields which use ground recycled scrap tires for an engineered substrate to astroturf that provides excellent drainage and a resilient base. Unfortunately, this resulting fine particle size porous medium also has a large surface area, and has been shown to contribute heavy metals and organic hydrocarbons into leachate from these areas (Tatlisov, 1996).

The COH has used the Beluga Slough Freshwater and Saltwater Marshlands as its stormwater treatment facility in this area. Figure 2 shows the major stormwater inputs to the Beluga Slough.



BELUGA WETLANDS STORMWATER TREATMENT SYSTEM

The COH finds that it is no longer acceptable for direct discharge stormwater into the ocean from a water quality standpoint and for a resilient community, and yet this continues to occur within the Beluga Wetlands area.

It has been shown for many years that plants growing in soils with high moisture content, i.e. in wetland conditions, can be effective at sequestering and removing elemental pollution from water, more so than plants growing in lower moisture conditions (Kissoon, 2012). The direct proximity of these wetlands to stormwater discharge will be rectified in this proposal.

MECHANICS

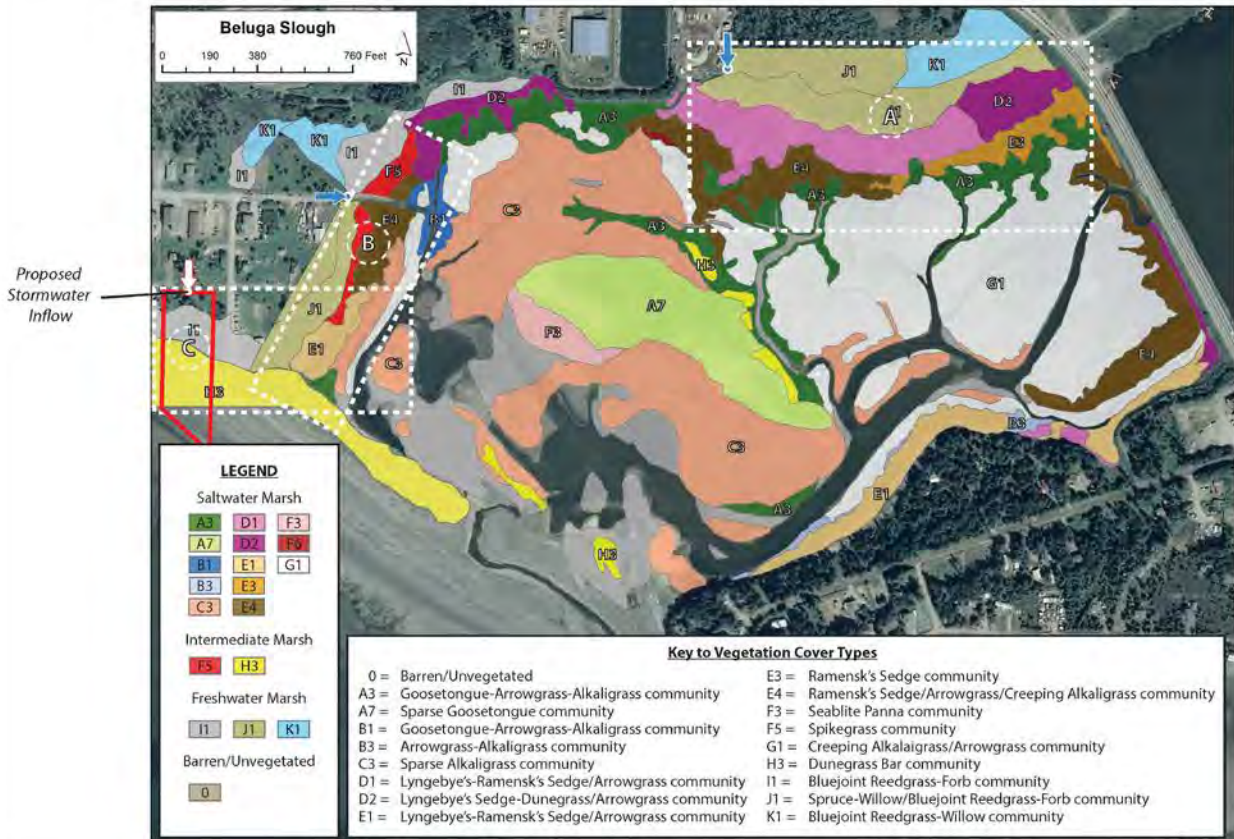
Emergent vegetation forms a collective of fringe freshwater and salt-tolerant marshland vegetation which forms the Beluga Slough surface water discharge area. While this is a natural slough with saltwater inundation, many changes to its function as a slough have changed since the creation of Beluga Lake (a recognized float plane base) around WWII, and the demands of KPB land subdivision and private property ownership at its margins.

With increased urbanization of Homer, the Beluga Wetlands rose to prominence to become the de facto COH hydrologic and pollutant removal system or water treatment plant for its urban stormwater inputs into that system. The relevant part of those wetlands are shown in Photo 1, and in detail in Figure 3.



Photo 1. Boardwalk near the project area, Beluga Wetlands, Homer, Alaska (COH)

Bishops Beach



Kachemak Bay Research Reserve Land Cover Data updated December 3, 2019, and augmented with Freshwater Marsh Land Cover Data (Field, Conrad, 2021)

CGS COBLE GEOPHYSICAL SERVICES

CLIENT
 City of Homer
 Homer Public Works Dept
 3575 Heath St
 Homer, AK 99603

PROJECT
 Bishops Beach Area
 Stormwater Treatment
 Project

DRAWN BY



DESCRIPTION
 Marsh Map

FIGURE
3

Over the last twenty years, wetland plants have been recognized for their ability to remediate hazardous substances. The body of this research is ever-expanding, and includes all the plant life which forms the Homer Beluga Slough. This de facto COH water treatment system begins with water inputs which encounter three separate environments on their way to the ocean: Freshwater, Intermediate and Saltwater Marshlands. This sophisticated stormwater treatment system can partly be summarized as follows:

Freshwater Marsh

The first wave of stormwater treatment is within the Freshwater Marshlands habitat as follows:

Bluejoint Reedgrass (e.g. *Calimagrostis canadensis*) The Freshwater Marshlands work to strip COH stormwater of road sand – something *Calimagrostis* was engineered to do in its natural environment dealing with sand deposits in floodplain situations. *Calimagrostis c.* can take over entire floodplains in natural environments.

Calimagrostis c. will grow in clumps and continue to rise in elevation, creating microtopography that helps distribute surface water in stormwater flooding situations. *Calimagrostis c.* even has the long term ability to grow around and above streams until they are completely covered. This makes this plant system a natural as the first system in Beluga Slough being used as a hydrologic feature, to reduce Total Suspended Solids (TSS) from stormwater flows and to assimilate aggradation from the resulting sediment deposition.

Calamagrostis has even been shown to be effective at phytoremediation of heavy metals polluted by acid mine drainage in Andean natural wetlands (Alvarez, 2012).

Willow The willow community is compatible with *Calimagrostis c.* grass, and well known for phytoremediation of contaminated soils, and for harboring microbial activity to do the work – including in Northern climates such as Canada. For example, a recent study showed the microbiome of willows growing in soils contaminated with petroleum hydrocarbons – currently a common pollutant in Homer’s urban stormwater discharge – changes to accommodate that reality. In fact, it was found that petroleum contamination was the primary factor structuring not only the willow’s rhizosphere constituents, but also willow plant tissue microbiomes (Tardif et al., 2016).

Intermediate Marsh

Dune Grass (*Leymus mollis*) Intermediate wetlands contain unique water chemistry challenges for dune grass. One remediation feature of this intermediate marsh plant is its associated rhizome fungal communities (Johansen, 2016). It has been shown through expansive research that fungal-based remediation of organic pollutants is effective in soil and water remediation. Root-associated fungal communities also co-exist with other plants in these marshland habitats, spruce being another well-known example.

Spike Grass (*Poa Eminens*) Dune spike grass is known to have an extensive network of roots, creeping rhizomes with runners which are excellent at stabilizing exposed sediments such as dunes. Among other contributions, this structural stability is highlighted here, since stability is necessary for other plants in this water treatment system to function.

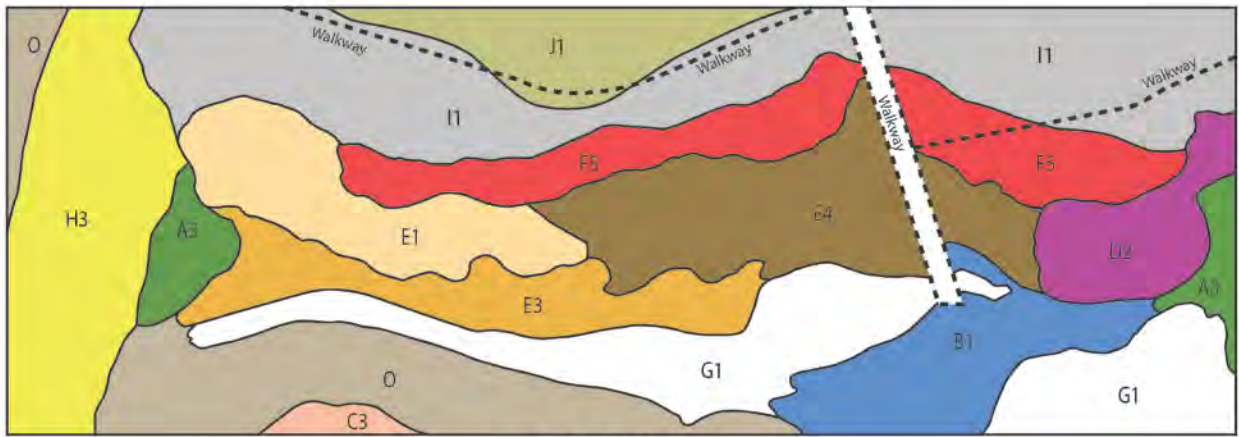
Salt Marsh

Arrowgrass (e.g. *Triglochin maritima*) has been shown to be effective at sequestering elemental pollutants in both root zone and plant tissue. In addition, *Triglochin* also has a role in reducing turbidity (Kissoon, 2012).

Sedges are highly advocated for stormwater biofilters in many climates, as they have been shown to remove everything from Arsenic to nutrients beyond their own requirements for growth (e.g. Oversby, 2014). Reducing nutrients from water has a direct equivalent to reducing Biological Oxygen Demand (BOD). Removal of organic pollution is therefore a primary function of wastewater treatment plants, but in this case as applied to Homer's stormwater treatment system. Sedges have also been shown to help with the removal of Total Suspended Solids (TSS) where they grow densely (Dagenai et al. 2018).

The current plant communities forming the network of stormwater remediation are shown in more detail in the A, B and C insets of Figure 3: Inset A is Figure 4; Inset B is Figure 5; and Inset C is Figure 6.

Bishops Beach



SECTION A

Key to vegetation cover types

- O = Barren/unvegetated
- A3 = Goosetongue-Arrowgrass-Alkaligrass community
- B1 = Arrowgrass-Goosetongue-Alkaligrass community
- C3 = Sparse Alkaligrass community
- D2 = Lyngbye's Sedge-Dunegrass/Arrowgrass community
- E1 = Ramensk's-Lyngbye's Sedge/Arrowgrass community
- E3 = Ramensk's Sedge community
- E4 = Ramensk's Sedge/Arrowgrass/Creeping Alkaligrass community
- F5 = Spikegrass community
- G1 = Creeping Alkaligrass-Arrowgrass community
- H3 = Dunegrass Bar community
- I1 = Bluejoint Reedgrass-Forb community
- J1 = Spruce-Willow/Blue-joint Reedgrass-Forb community

Notes

- In this section of the salt marsh height and slope of the land determine plant community composition.
- Saltwater inundation from tides select for the saltwater species.
- An increase of freshwater from the uplands will have a relatively minimal influence on this area as far as plant community composition.
- The boardwalks in this area also have no impact on the makeup of the surrounding plant communities.
- The gravel path into the marsh adjacent to the drainage ditch does influence the plant communities of the area.

CLIENT

City of Homer
Homer Public Works Dept
3575 Heath St
Homer, AK 99603

PROJECT

Bishops Beach Area
Stormwater Treatment
Project

DRAWN BY

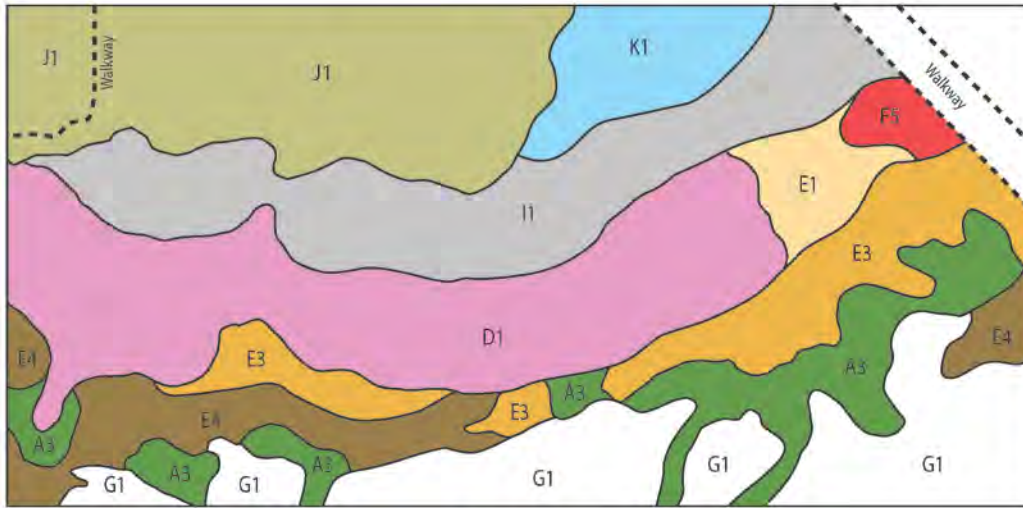


DESCRIPTION

Section A

FIGURE
4

Bishops Beach



SECTION B

Key to vegetation cover types

- A3 = Goosetongue-Arrowgrass-Alkaligrass community
- D1 = Lyngbye's-Ramensk's Sedge/Arrowgrass community
- E1 = Ramensk's-Lyngbye's Sedge/Arrowgrass community
- E3 = Ramensk's Sedge community
- E4 = Ramensk's Sedge/Arrowgrass/Creeping Alkaligrass community
- F5 = Spikegrass community
- G1 = Creeping Alkaligrass-Arrowgrass community
- I1 = Bluejoint Reedgrass-Forb community
- J1 = Spruce-Willow/Blue-joint Reedgrass-Forb community
- K1 = Bluejoint Reedgrass-Willow community

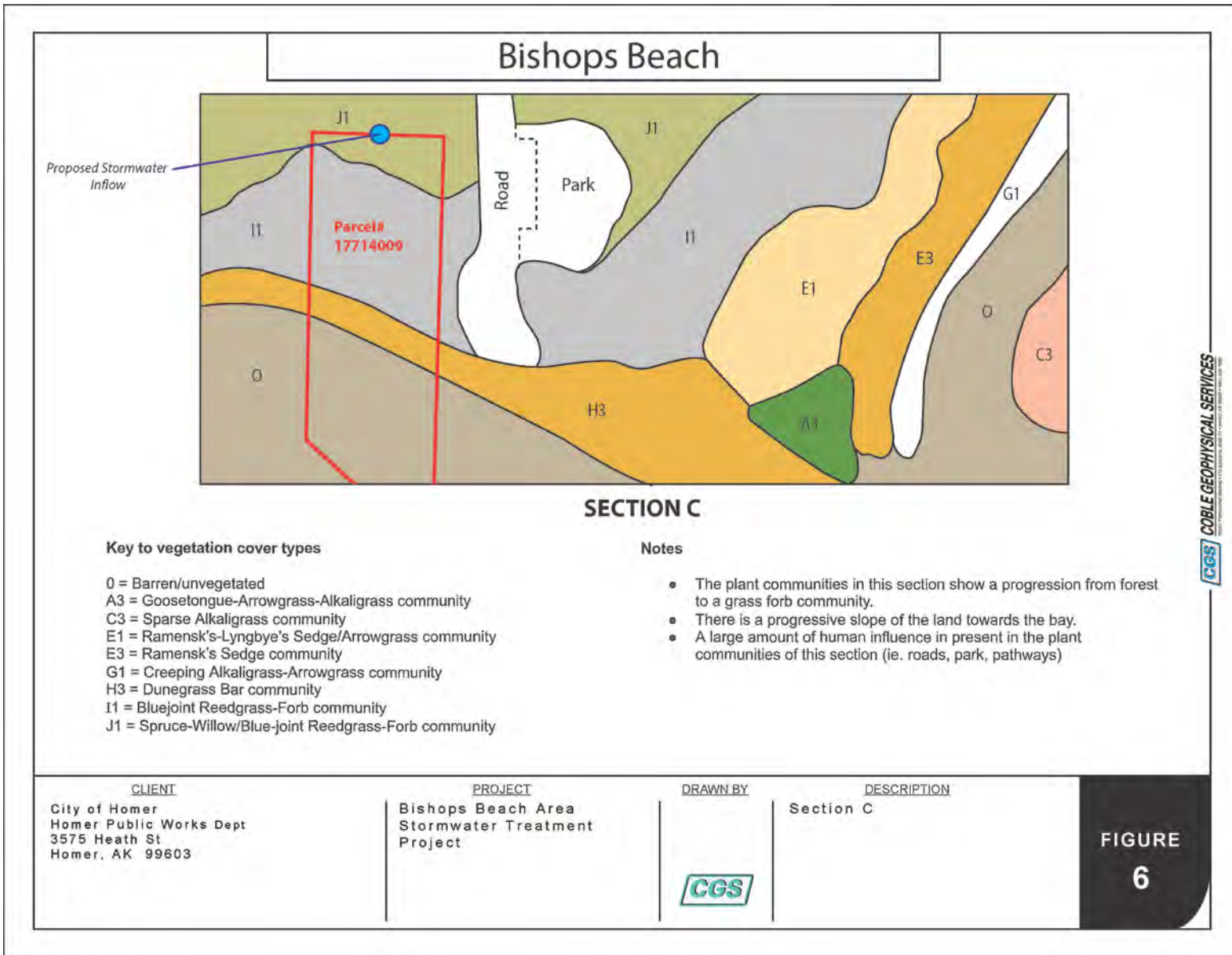
Notes

- This section has freshwater flowing into the salt marsh from the north.
- Water flows through the forest into the grass and sedge communities.
- These bluejoint and sedge areas slow the water and act as settling areas for sediments that wash in with the water.
- There is an accretion of sediments in these grass cover types building them up over time.

CGS COBLE GEOPHYSICAL SERVICES

CLIENT	PROJECT	DRAWN BY	DESCRIPTION	FIGURE 5
City of Homer Homer Public Works Dept 3575 Heath St Homer, AK 99603	Bishops Beach Area Stormwater Treatment Project		Section B	





NEED FOR DISTRIBUTION

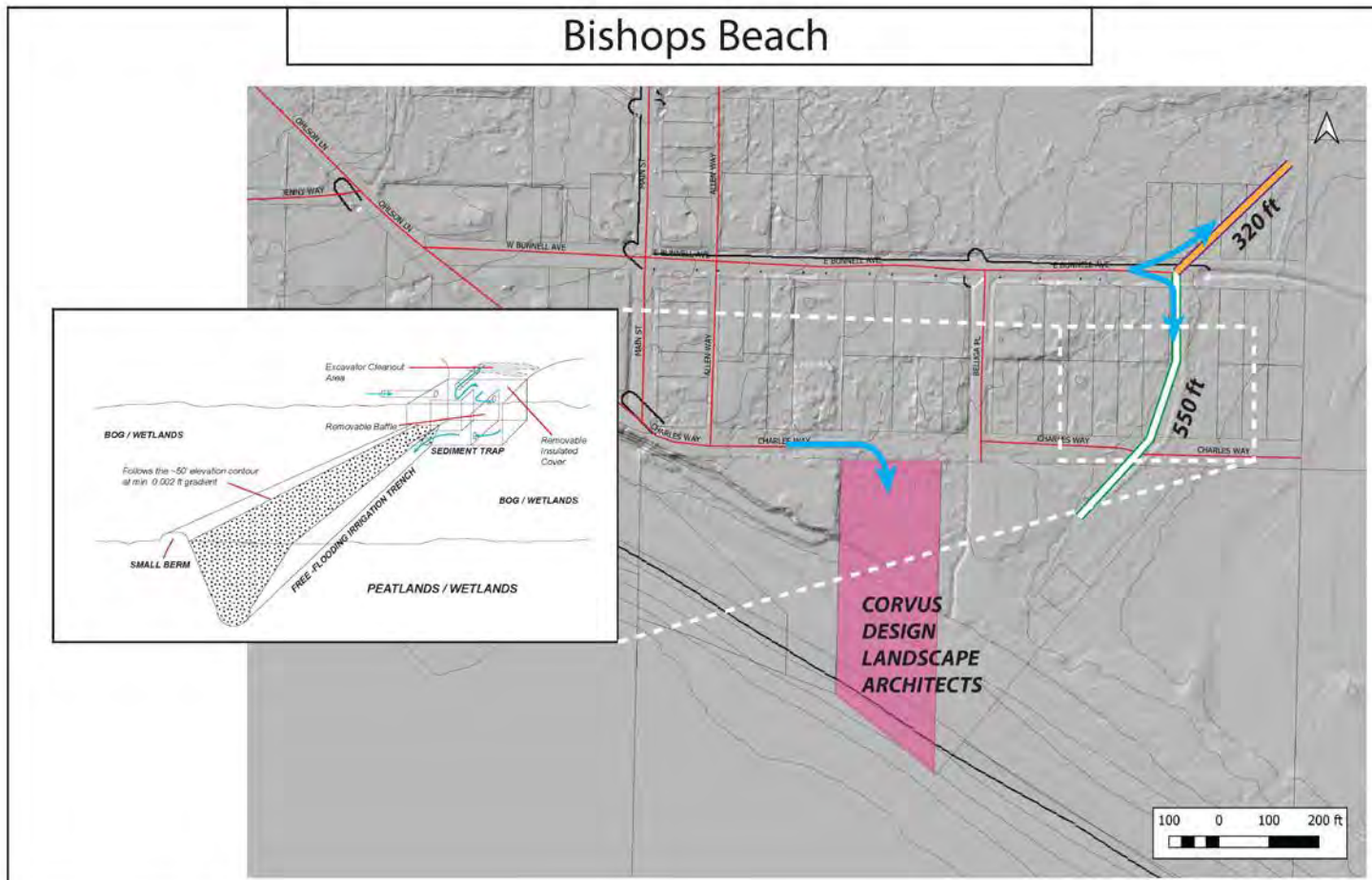
Figure 7 shows the plan to distribute water by open vegetated trench through the USFWS wetlands. The USFWS property this would also be constructed on is very interested this idea should the gravel walkway from the previous system of stormwater discharge be removed, which would allow for the salt marsh to re-establish itself in that area. Therefore, costs for installation of the raised walkway as a way for this to happen is included in this proposal. This would also enhance the stormwater treatment ability of the Beluga Wetlands.

A critical design parameter is currently being measured in the outfall culvert for this specific stormwater outfall. It is important to know stormwater discharge peaks in order to design the appropriate trench dimensions for this type of wetlands water distribution, commonly referred to

as irrigation. This outfall stormwater is currently being monitored by CGS as a critical parameter to assist with trenchworks design.

In agricultural terms a trench used to distribute water through openings would be called ‘flood irrigation’. With stormwater flows in this situation, it is still possible to occur during the winter months since there is often an un-thawed active layer near the surface and beneath the frozen surface which accepts water in these wetlands. The trenchworks in Figure 7 are large enough such that for much of the time it would represent an infiltration trench.

Stormwater flows would be expected to distribute water throughout the length of the trenchworks system. A sand trap is provided to serve as a cleanout for the trenchworks – road sand is particularly heavy in this storm drain. This system seeks to avoid any trenchworks maintenance through these sensitive wetlands.



CGS COBLE GEOPHYSICAL SERVICES

CLIENT	PROJECT	DRAWN BY	DESCRIPTION
City of Homer Homer Public Works Dept 3575 Heath St Homer, AK 99603	Bishops Beach Area Stormwater Treatment Project	CGS	Section C

FIGURE 7



NEED FOR EXPANSION – BISHOPS BEACH ADDITION

Additional untreated stormwater from downtown COH is currently discharged on the other side of the Bishops Beach recreational area directly into the ocean beach area as was depicted in Figure 2. The subject property in Figure 2 is available for acquisition, and this is proposed as an area for stormwater discharge. The current vegetation available at this site was shown in Figure 6.

A landscape architect, Corvus Designs of Anchorage, was hired by the COH to propose ways in which this land could function optimally next to an existing popular COH park. This design will use the necessary input data such as its plant profile (Figure 6) and stormwater input quantity (currently being measured by the COH) will optimize its stormwater treatment function.

PROJECT COSTS

Table 1. Project Costs for Ben Walters Stormwater Treatment System

Major Tasks	Material or Project Description	Cost
Property Acquisition	KPB #17714009: 2.49 Acres	\$4,300
SWPPP for Trench Construction	1 for project	\$3,000
Trench and Sediment Trap Construction/Elevation Survey	2-person team; 8 hours field (\$180/hr); 6 hours office (\$100/hr)	\$2,040
Trench Construction w/ Surveyor & total station	870 feet; 4 days construction (\$3,000/day); 2 days clearing (\$1,000/day)	\$14,000
Sediment Trap Construction	Materials (\$6,000); Labor Equip (2 days, \$2,000/day)	\$10,000
As-built from Survey Team	2-person team; 4 hours field (\$180/hr); 6 hours office (\$100/hr)	\$1,320
Walkway Construction: Augmentation of Beluga Wetlands Water Treatment Area	Grated walkway to match and connect to existing; costing off previous project adj. for inflation, 340 linear feet with viewing platform and connectors	\$200,000



REFERENCES

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AGENDA ITEM REPORT

Resolution 23-025, A Resolution of the City Council of Homer, Alaska Authorizing a Task Order to RESPEC in an amount not to Exceed \$15,000 for Conceptual Design of the Fish Waste Grinder Building Replacement Project and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 28 Mar 2023
Staff Contact: Janette Keiser, PE, Public Works Director
Through: Rob Dumouchel, City Manager

See attached information for consideration of Resolution 23-025.

Recommendation:

Adopt Resolution 23-025.

Attachments:

Memorandum from Public Works Director
RESPEC Proposal

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Manager/
4 Public Works Director

5 **RESOLUTION 23-025**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER
9 WITH RESPEC IN THE NOT TO EXCEED AMOUNT OF \$15,000 FOR
10 THE CONCEPTUAL DESIGN OF THE FISH WASTE GRINDER
11 BUILDING REPLACEMENT PROJECT AND AUTHORIZING THE CITY
12 MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

13
14 WHEREAS, The City's FY 22-23 capital budget included \$15,000 for the design of a new
15 building to house the fish grinding equipment; and

16
17 WHEREAS, The City's intent is to develop a new building using the design/build method
18 of contracting; and

19
20 WHEREAS, The City issued a Term Contract to RESPEC, which submitted a proposal to
21 provide the conceptual design package to be used to solicit design/builders for project
22 completion.

23
24 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
25 authorizes the City Manager to Issue a Task Order to RESPEC to provide a conceptual design
26 that can be used to solicit a design/builder to design and construct a new building to house the
27 fish grinding equipment, in the Not to Exceed amount of \$15,000 and to negotiate and execute
28 the appropriate documents.

29
30 PASSED AND ADOPTED by the Homer City Council on this 28th^h day of March, 2023.

31
32 CITY OF HOMER

33
34 _____
35 KEN CASTNER, MAYOR

36
37 ATTEST:

38
39 _____
40 MELISSA JACOBSEN, MMC, CITY CLERK

41
42 Fiscal note: Ordinance 21-36(S-2)(A)



	Project Manager/ Mechanical (Luke Rubalcava)	Architect (Caroline Storm)	Structural (Jake Horazdovsky)	Electrical (Jordan Martin)	Hourly Subtotal	Cost
Billing Rate	\$165	\$165	\$165	\$145		
Site Visit and Review Existing Conditions	2	1	1	1	5	\$805
Client Coordination	2	2	2	2	8	\$1,280
Internal Team Coordination	2	2	2	2	8	\$1,280
Develop Design Criteria	2	2	2	2	8	\$1,280
Code Study	2	2	2	2	8	\$1,280
Preliminary Vendor Coordination	2	2	1	1	6	\$970
Fire Marshal Coordination	2	2	1	1	6	\$970
Design Criteria Memo	4	2	2	2	10	\$1,610
Design Criteria Memo Attachments	2	2	1	1	6	\$970
Client Review Meeting	1	1	1	0	3	\$495
Adjudicate Client Comments	2	2	2	2	8	\$1,280
Assistance During Bidding	4	2	2	2	10	\$1,610
Hourly Subtotal	27	22	19	18	86	
Cost	\$4,455	\$3,630	\$3,135	\$2,610		\$13,830



AGENDA ITEM REPORT

Resolution 23-026, A Resolution of the City Council of Homer, Alaska in Support of Entering into the US Army Corps of Engineers General Investigation Study for the New Large Vessel Harbor and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

Item Type: Resolution
Prepared For: Mayor Castner & Homer City Council
Meeting Date: 28 Mar 2023
Staff Contact: Janette Keiser, PE, Public Works Director
Through: Rob Dumouchel, City Manager

Overview

The Homer Large Vessel Port Expansion project, as proposed, is to construct a new large vessel port on the north side of Homer's existing Small Boat Harbor. A natural shelf in the area, Homer's central road and air connected location, renowned marine tradespeople and ice free conditions make it an ideal location. A Planning Assistance to States study completed in 2019 returned with a positive Cost to Benefit ratio which justified to the Army Corps of Engineers (USACE) that a further, more in depth, general investigation study was prudent for this viable project. They then made it their #1 new start project for Alaska on their next work plan and received authorization and funding for their portion of the project at the beginning of 2023. The City and State have also secured their portion of the local share (\$750,000 each).

The GI will provide all the economic, environmental, geophysical and engineering analysis necessary to develop a final cost to benefit ratio on a preferred design and launches the Preconstruction Design and Engineering phase. Below is a basic outline provided by the Army Corps of a general scope of work for USACE General Investigation Studies. Any or all of these might apply to Homer's own GI study but a detailed timeline/scope of work specific to our individual project will be provided in the starting phase of the study after it is initiated as part of the planning process:

FY23-24: Congress has authorized New Start GI and appropriated Study matching funds
FY24-FY26: Corps/Sponsor Conducts Feasibility Study

- (1) specify problems and opportunities associated with the federal objective and specific state and local concerns;

- (2) inventory, forecast and analyze existing and future conditions relevant to the identified problems and opportunities;
- (3) geophysical site testing;
- (4) assesses environmental impacts under NEPA (National Environmental Policy Act of 1969)
- (5) formulate alternative plans to address the problems and capitalize on the opportunities;
- (6) evaluate the economic, environmental and other effects of each alternative plan to produce BCA;
- (7) compare the alternative plans and their effects;
- (8) select a recommended plan;
- (9) Chief of Engineers issues Chief's report with recommendation on the project; and
- (10) USACE submits the completed Chief's reports to the congressional authorizing committees.

Current

With USACE project authorization, and all funding in place, the Army Corps are in the process of drafting/pulling together all the documents and contract for the City to enter into an agreement for the General Investigation. A draft copy of the agreement packet has been provided by the Corps and is currently under review by the City's law firm, JDOLaw. Resolution 23-026 is in preparation for the signing of the final reviewed document when completed.

Recommendation:

Adopt Resolution 23-026

Attachments:

Resolution 23-026

Capital Improvement Plan Port of Homer: New Large Vessel Harbor

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Manager/
4 Port Director

5 **RESOLUTION 23-026**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA IN
8 SUPPORT OF ENTERING INTO THE US ARMY CORPS OF
9 ENGINEERS GENERAL INVESTIGATION STUDY FOR THE HOMER
10 PORT EXPANSION AND AUTHORIZING THE CITY MANAGER TO
11 NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.
12

13 WHEREAS, The Port of Homer serves as a port of refuge and home port for large vessels
14 transiting the Gulf of Alaska, Cook Inlet and Kennedy Entrance and has seen a 42 percent
15 increase in large vessel traffic in the last 15 years, adding to the already significant
16 overcrowding of the small boat harbor; and
17

18 WHEREAS, The City Council has identified the Homer Large Vessel Port Expansion as its
19 top priority Capital Improvement Project; and
20

21 WHEREAS, The US Army Corps of Engineers (USACE) General Investigation study is
22 necessary to accomplish the Homer Large Vessel Port Expansion project, and significant efforts
23 have been made to secure funding and prepare contracts to move forward with the General
24 Investigation study; and
25

26 WHEREAS, The General Investigation study will provide all the economic,
27 environmental, geophysical and engineering analysis necessary to develop a final cost to
28 benefit ratio on a preferred design and launches the Preconstruction Design and Engineering
29 phase; and
30

31 WHEREAS, The cost of an Army Corps of Engineers General Investigation study is
32 capped at \$3 million, by policy must be completed within three years, and is the initial step to
33 justification of federal dollars for the construction portion of the Homer port expansion
34 project; and
35

36 WHEREAS, The City and State local funds in the amount of \$750,000 each will match
37 \$1.5 million in Federal funds to complete the 3-year long GI [Ord 22-64, 23-01].
38

39 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, supports
40 entering into the Army Corps of Engineers three year General Investigation study for the Homer
41 Large Vessel Port Expansion project and authorizes the City manager to negotiate and execute
42 the appropriate documents.
43

44 PASSED AND ADOPTED by the Homer City Council this 28th day of March, 2023.

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ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A

CITY OF HOMER

KEN CASTNER, MAYOR



1. Port of Homer: New Large Vessel Harbor

Project Description & Benefit: This project will construct a new multi-modal large vessel harbor to the north of Homer’s existing Port and Harbor. The new large vessel port will support economic development in Alaska by meeting demands of the marine industrial transportation sector and creating jobs. It also addresses navigational safety hazards and advances national security interests by accommodating the layover and repair needs of US Coast Guard ships deployed under the Arctic Security mission.

- Currently, large vessels are moored at System 4 and System 5 transient floats in Homer’s Small Boat Harbor. Due to shortage of moorage space, large vessels are rafted two and three abreast constricting passage lanes, creating navigational hazards and overstressing the harbor float system.
- The new facility will fill the unmet mooring needs of 60-100 large vessels that would home port in Alaska, yet have been turned away due to their overall size, draft, and simply lack the space. These large vessels work in the commercial fishing, oil and gas, research, marine transportation and cargo industries. Port expansion will capture an estimated \$3.5 million in economic activity Alaska loses annually due to lack of moorage space and create Alaskan jobs by an estimated \$2.75 annually. Over a 50-year period, the cost to Alaska’s economy of doing nothing carries a present day value of \$93 million.
- The project will also meet the US Coast Guard’s long-term mooring needs for the Arctic Security and Search & Rescue missions. The large vessel harbor will be built to USCG specifications for layover and repair of fast cutters and other assets deployed to the Arctic.

Centrally located in the Gulf of Alaska, Homer’s Port & Harbor is the region’s only ice-free gateway to Cook Inlet, the port of refuge for large vessels transiting the Gulf of Alaska, Cook Inlet, and Kennedy Entrance, and is the marine industrial and transportation system hub for central and Western Alaska.

Plans & Progress: The City, State of Alaska DOT, and Army Corps of Engineers (USACE) partnered on a feasibility study in 2007, which was put on hold because preliminary results indicated the project’s Benefit to Cost ratio would be non-competitive for Federal funding. High demand and favorable changes in cost drivers since then prompted the City and USACE to reexamine feasibility utilizing a Section 22 Planning Assistance to States Program grant in 2019. Positive results led the USACE to recommend resuming work on the General Investigation (GI).

Federal funds for the GI have been secured through an FY23 appropriation and the City and State of Alaska have committed the 50% local match required to initiate the three-year study. The GI is scheduled to begin in Federal FY23.

Estimated Project Cost:	\$303,000,000	
General Investigation:	\$ 3,000,000	(Federal funds and local match completed FY23)
Construction Estimate:	\$300,000,000	
FY2024 Federal Request:	\$195,000,000	
FY2024 State Request:	\$ 70,000,000	
City of Homer:	\$ 35,000,000	



Port expansion adds a new basin with its own entrance adjacent to the existing Small Boat Harbor. It will relieve large vessel congestion in the small boat harbor and will provide secure moorage compatible with the USCG’s assets .





AGENDA ITEM REPORT

Resolution 23-027, A Resolution of the City Council of Homer, Alaska Awarding a Task Order in the Amount of \$45,000 to HTRW, LLC of Anchorage, Alaska to test for PCB Laden Materials at the Homer Education and Recreation Complex (HERC) Buildings and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

Item Type: Resolution
Prepared For: Mayor Castner & Homer City Council
Meeting Date: 28 Mar 2023
Staff Contact: Janette Keiser, PE, Public Works Director
Through: Rob Dumouchel, City Manager

Issue: The purpose of this Memorandum is to recommend award of a Task Order to sample for PCBs in the HERC 2 Building.

Background:

The City Council adopted Ordinance 22-45 authorizing the expenditure of \$153,000 for the demolition of the HERC 2 building. This sum was derived from a report, conducted in 2019, which assessed the extent to which hazardous materials were present in the building and estimated the costs to remediate such materials. The 2019 report informed us that asbestos and lead were present in the building, but sadly, the 2019 effort did not test for PCBs, probably because the EPA does not require testing for PCBs.

In the course of our continued development of a procurement package for the building's demolitions, we engaged the services of Chris Ottosen, HTRW, LLC, to help us scope the technical specifications for the hazardous material abatement. Just before we went to bid, we decided it would be prudent to reach out to the Kenai Borough, which owned the Central Peninsula landfill, in Soldotna, where the hazardous materials would be disposed of. We submitted an application to dispose of the hazardous materials, asbestos and lead, at the Soldotna landfill. At that point, Daniel Kort, Environmental Program Manager, Kenai Borough, told us the Borough would not accept demolition debris at the Central Peninsula Landfill unless we could verify the debris did not contain PCBs. This requires us to test for the presence of PCBs in a wide range of construction materials in HERC 2¹. Further, we learned the Alaska Department of Environmental Conservation ("ADEC") also wanted us to test for PCBs. Apparently, PCBs have emerged as a fairly new hot topic with the ADEC and the Borough, the EPA notwithstanding.

We are not going to get our permit to use the Soldotna landfill until we do the testing. Mr. Ottosen submitted a proposal to pull samples and submit them for testing. The estimated cost for this is \$37,312.84, of which \$24,750 is for the laboratory costs. The ADEC has reviewed our proposed Testing Plan and “has no objections”, which is as close to an approval as we’re going to get.

I am requesting authorization for an additional \$7,687.16 for some spot sampling at HERC 1 while Mr. Ottosen’s here, so we have a more complete understanding of what is in that building. This brings the total dollars requested to \$45,000.

Recommendation:

Adopt Resolution 23-027

Attachments:

Resolution 23-027

HTRW Proposal

ⁱ Evidently, at the time of the construction of the HERC buildings over 55 construction materials commonly contained PCBs, particularly related to caulking, paint and mastic. PCB-laden materials cannot be disposed of in Alaska, but must be shipped out of state.

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Manager
4 Public Works Director

5 **RESOLUTION 23-027**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AWARDED A TASK ORDER IN THE AMOUNT OF \$45,000, TO HTRW,
9 LLC OF ANCHORAGE, ALASKA TO TEST FOR PCB-LADEN
10 MATERIALS AT THE HERC BUILDINGS AND AUTHORIZING THE
11 CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.
12

13 WHEREAS, The City Council adopted Ordinance 22-45 appropriating \$153,000 for the
14 demolition of HERC 2, which was derived from a 2019 report that assessed the hazardous
15 materials present in the building and estimated the remediation/demolition costs; and
16

17 WHEREAS, The 2019 effort identified asbestos and lead in the building, but did not test
18 for PCBs, probably because the EPA does not require testing for PCBs; and
19

20 WHEREAS, We submitted an application to dispose of the hazardous materials,
21 asbestos and lead, at the Central Peninsula landfill, at which point Daniel Kort, Environmental
22 Program Manager, Kenai Borough, told us the Borough would not accept demolition debris at
23 the Central Peninsula Landfill unless we could verify the debris did not contain PCBs; and
24

25 WHEREAS, In order to make such a representation, we need to test for the presence of
26 PCBs in construction materials in HERC 2; and
27

28 WHEREAS, Chris Ottosen, HTRW, LLC, submitted a proposal to pull samples and submit
29 them for testing, at the estimated cost of \$37,312.84, of which \$24,750 is for laboratory costs;
30 and
31

32 WHEREAS, We'd also like to take some representative samples at HERC 1, at an
33 estimated cost of \$7,687.16, to better inform future decisions about HERC I, bringing the total
34 cost requested to \$45,000; and
35

36 WHEREAS, To date we have spent \$19,309 in consulting fees to design the pre-
37 demolition work, demolition work, abatement work and post-demolition work for this project,
38 leaving a balance of \$133,691.
39

40 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
41 awards a task order in the amount of \$45,000 to HTRW, LLC of Anchorage, Alaska to test for
42 PCB's at the HERC buildings and authorizes the City Manager to negotiate and execute the
43 appropriate documents.
44

45 PASSED AND ADOPTED by the Homer City Council this 28th day of March, 2023.

46

47

CITY OF HOMER

48

49

KEN CASTNER, MAYOR

50

51

52 ATTEST:

53

54

55

56 MELISSA JACOBSEN, MMC, CITY CLERK

57

58 Fiscal Note: Ordinance 22-45 appropriated HERC 2 demolition funding, Memorandum 22-132
59 identifies \$54,000 allocated to hazardous material abatement.



HTRW, LLC
11471 Business Blvd., #773442
Eagle River, Alaska 99577
907-917-3801

Date: 01/25/2023; Revised: N/A

Ms. Janette ("Jan") Keiser, PE, Director of Public Works, City of Homer
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603

RE: Request for Fee Proposal for to Collect a Samples of Building Materials for PCB Analysis at the "HERC2" Building in Support of the Demolition of the "HERC 2" Building in Homer, Alaska.

Dear Ms. Keiser:

I am pleased to provide this fee proposal to collect samples of building materials for PCBs at the "HERC2" building. This fee proposal is based on the Sampling and Analysis Plan (SAP) prepared by HTRW, LLC and dated January 17, 2023.

The SAP was submitted to the Alaska Department of Environmental Conservation (DEC) for courtesy review on January 17, 2023. As of the writing of this proposal, the DEC is still reviewing that SAP. Depending on comments provided by the DEC on the SAP, additional samples or fewer samples may be required to satisfy characterization criteria. Costs and efforts related to any additional sampling are not included herein, and any possible reduction in sampling may result in a credit to the City of Homer from the fees in this proposal.

HTRW, LLC will travel to Homer, Alaska to collect samples of the HERC2 building materials in accordance with the SAP. After collecting the samples, HTRW, LLC will drive back to Anchorage, prepare the laboratory paperwork, and ship the samples to the laboratory for analysis. Once the results have been received by HTRW, LLC, the existing hazmat report for the HERC2 building will be updated to include the results of the sampling with a discussion on the implications of those results as it relates to the building demolition.

Because of the uncertainty on what materials may actually contain PCBs at levels above regulatory criteria, no fees or efforts are included herein related to updating the existing hazards abatement bid documents for the HERC2 building.

Assumptions:

- The City of Homer will provide access to all areas of the building.
- The site visit to conduct the assessment will be in February 2023.
- The assessment will be performed during one mobilization to the site.

Exclusions:

- Any services not explicitly detailed herein.

I greatly appreciate the opportunity to work with you and the team on this project. Please do not hesitate to contact me with any questions or comments.

Sincerely,

Christopher T. Ottosen, Hazmat Consultant

Attachments:

- Authorization Form.
- Fee Proposal.
- Fee Proposal Worksheets for Assessment.



HTRW, LLC
11471 Business Blvd., #773442
Eagle River, Alaska 99577
907-917-3801

Authorization Form

Due to the extensive laboratory costs associated with the sampling in this proposal, HTRW, LLC requires a down payment equal to the overall estimated laboratory costs included in this fee proposal for a total of \$24,750.00 prior to commencing the site assessment. These fees must be paid prior to HTRW, LLC's scheduled start date for site assessment activities. Failure to provide this payment may result in HTRW, LLC being unable to perform the work and/or may cause significant schedule delays. HTRW, LLC reserves the right to cancel this contract at any time for failure to submit payment prior to the previously described start date. After the down payment has been received and successfully processed, HTRW, LLC, will commence with the work as described within this fee proposal. Progress invoicing for future efforts described within this fee proposal will be invoiced monthly and will be based on the percentage of completion. Progress payments are due to HTRW, LLC within 30 days of the date listed on the invoice. If payments are not received and successfully processed within the specified terms, HTRW, LLC reserves the right, for failure to provide timely payment of invoicing, to withhold the delivery of any reports, drawings, specifications, or other items which were produced by HTRW, LLC for use on the subject project.

To authorize HTRW, LLC to commence with the work and signify your agreement to the terms, conditions, and fees described within this fee proposal and its attachments, please sign and date below and return a copy to HTRW, LLC.

Client Information and Consent:

Signature of Authorized Representative: _____ **Date:** _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Official Business Name: _____

Name of Billing Representative: _____

Billing Representative Contact Information: _____

HTRW, LLC Information and Consent:

Signature of Authorized Representative:  **Date:** 01/25/2023

Name of Authorized Representative: Christopher "Chris" T. Ottosen

Title of Authorized Representative: Member/Manager

Official Business Name: HTRW, LLC

Name of Billing Representative: Viviana "Viv" Leal

Billing Representative Contact Information: viv@htrw-llc.com



HTRW, LLC
11471 Business Blvd., #773442
Eagle River, Alaska 99577
907-917-3801

Summary of Proposed Fees

Description	Fixed Fee	Time-and-Expense
Task 1 – Site Assessment & Reporting	\$37,312.84	
<i>Subtotals</i>	<i>\$37,312.84</i>	<i>\$ 0.00</i>
Total Proposed Fee	\$37,312.84	



HTRW, LLC
 11471 Business Blvd., #773442
 Eagle River, Alaska 99577
 907-917-3801

Task 1 – Site Assessment & Reporting

Description	Hours/Units	Unit Cost	Subtotals
Labor Costs			
Travel to and from Homer	10.00		
Onsite coordination with City of Homer	2.00		
Collect samples	37.00		
Laboratory Paperwork/Coordination	10.00		
Sample Location Drawings	4.00		
Revise existing hazmat report with new data	6.00		
General Project Management, e-mails, etc.	2.00		
<i>Labor Total</i>	<i>71.00</i>	<i>\$140.00</i>	<i>\$9,940.00</i>
Laboratory Costs			
PCB Analysis of Bulk Building Materials; USEPA Method 3540C/8082A	150	\$150.00	\$22,500.00
Laboratory Subtotal			\$22,500.00
Markup			10%
<i>Laboratory Total</i>			<i>\$24,750.00</i>
Direct Costs			
Sample Shipping	3	\$350.00	\$1,050.00
Direct Cost Subtotal			\$1,050.00
Markup			10%
<i>Direct Cost Total</i>			<i>\$1,155.00</i>
Transportation Costs			
Lodging			\$720.00
Meals			\$300.00
Mileage			\$314.40
Transportation Cost Subtotal			\$1334.40
Markup			10%
Transportation Cost Total			\$1467.84
Total for Task 1			\$37,312.84

Task 1	Site Assessment	Fixed Fee	T&E, NTE
Labor Costs	\$9,940.00		
Direct Costs	\$1,155.00		
Laboratory Costs	\$24,750.00		
Transportation Costs	\$1,467.84		
Total Costs for Task 1		\$37,312.84	
Fee Subtotals		\$37,312.84	
Total Proposed Fee		\$37,312.84	

Site Assessment	Task 1
Position	Project Manager
Task Description	
Travel to and from Homer	10.00
Onsite coordination with City of Homer	2.00
Collect samples	37.00
Laboratory Paperwork/Coordination	10.00
Sample Location Drawings	4.00
Revise existing hazmat report with new data	6.00
General Project Management, e-mails, etc.	2.00
Hour Totals	71.00
Labor Rate per Hour	\$140.00
Total Labor Cost for Task 1	\$9,940.00

Cost	Units	Quantity	Sub-totals	Description	Notes
\$0.00	-	0.00	\$0.00	Subcontractor	None.
\$0.00	Days	0.00	\$0.00	Equipment Rental	No equipment rentals required.
\$350.00	Each	3.00	\$1,050.00	Sample Shipping	Charge for shipping samples to laboratory.

\$1,050.00	Subtotal of Direct Costs for Task 1
10.00%	Markup on Direct Costs

\$1,155.00	Total of Direct Costs for Task 1
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<i>Laboratory</i>	<i>Material</i>	<i>Analysis Type</i>	<i>Total Number of Samples</i>	<i>Turnaround Time</i>	<i>Cost Per Sample</i>	<i>Subtotals</i>
EMSL	Asbestos	PCB Analysis of Bulk Building Materials; USEPA Method 3540C/8082A	150	2 week	\$150.00	\$22,500.00
						\$22,500.00
						10.00%
						\$24,750.00

Carrier 1	Cost	Units	Quantity	Sub-totals	Description	Notes
	\$180.00	Cost per Day	4	\$720.00	Lodging	Taxes estimated at \$20/day in addition to the \$130 room rental fee.
	\$60.00	Cost per Day	5	\$300.00	Meals	Based on published per-diem rates or contract.
	\$0.66	Mile	480	\$314.40	Mileage	None

\$1,334.40

10.00%

\$1,467.84	Total Transportation Costs for Task 1
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DAY #1					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Drive to Homer	8:00 AM	1:00 PM	5.00	5.00
	Meet with City of Homer repres	1:00 PM	2:00 PM	1.00	1.00
	Start sampling, 20 samples	2:00 PM	6:00 PM	4.00	4.00
				Total day 1	10.00

DAY #2					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Continue sampling, 40 sample	8:00 AM	6:00 PM	10.00	10.00
				Total day 2	10.00

DAY #3					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Continue sampling, 40 sample	8:00 AM	6:00 PM	10.00	10.00
				Total day 3	10.00

DAY #4					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Continue sampling, 40 sample	8:00 AM	6:00 PM	10.00	10.00
				Total day 4	10.00

DAY #5					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Finish sampling, 10 samples	8:00 AM	11:00 AM	3.00	3.00
	Drop off keys/debrief with City	11:00 AM	12:00 PM	1.00	1.00
	Drive to Anchorage	12:00 PM	5:00 PM	5.00	5.00
				Total day 5	9.00



AGENDA ITEM REPORT

Resolution 23-028, A Resolution of the City Council of Homer, Alaska Supporting the Alaska Legislature Adopting Definitions Related to Electric Bicycles and Allowing Municipalities to Regulate Them. Aderhold.

Item Type: Resolution
Prepared For: Mayor & City Council
Meeting Date: 28 Mar 2023
From: Melissa Jacobsen, MMC, City Clerk

See attached information for consideration of Resolution 23-028.

Recommendation:

Adopt Resolution 23-028.

Attachments:

Resolution 23-028

Senate Bill 62A & 62B

Sectional Analysis of Version B

House Bill 8

**CITY OF HOMER
HOMER, ALASKA**

Aderhold

RESOLUTION 23-028

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
SUPPORTING THE ALASKA STATE LEGISLATURE ADOPTING
DEFINITIONS RELATED TO ELECTRIC BICYCLES AND ALLOWING
MUNICIPALITIES TO REGULATE THEM

WHEREAS, Residents of the City of Homer are interested in increasing the ability to walk and bicycle throughout the City by constructing and connecting sidewalks, paths, and trails; and

WHEREAS, The City of Homer has adopted a “Share the Road” campaign initiated by the Homer Bicycle Club; and

WHEREAS, The City of Homer is taking active measures to increase the ease and convenience of using non-motorized transportation; and

WHEREAS, Electric bicycles have become common in Homer and several vendors sell and maintain bicycles, including electric bicycles; and

WHEREAS, Electric bicycles have not been defined in State Statute; and

WHEREAS, Standardized definitions classifying types of electric bicycles and separating electric bicycles from motor vehicles is necessary for regulating where different modes of transportation are appropriate within municipalities; and

WHEREAS, HB 8 and SB 62 are companion bills of the 33rd Alaska State Legislature that provide industry standard definitions of electric bicycles and classify them as bicycles; and

WHEREAS, HB 8 and SB 62 allow municipalities to regulate where and how electric bicycles may be used on sidewalks and paths.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, supports the Alaska State Legislature adopting definitions related to electric bicycles and allowing municipalities to regulate them.

PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, 28th day of March, 2023.

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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A

SENATE BILL NO. 62

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-THIRD LEGISLATURE - FIRST SESSION

BY SENATOR KAWASAKI

Introduced: 2/8/23

Referred: Transportation, State Affairs

A BILL

FOR AN ACT ENTITLED

1 **"An Act relating to electric-assisted bicycles."**

2 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

3 * **Section 1.** AS 19.10.399(9) is amended to read:

4 (9) "motor vehicle" means a vehicle that is self-propelled, except **for** a
5 vehicle moved by human or animal power; **"motor vehicle" does not include an**
6 **electric-assisted bicycle as defined in AS 28.90.990(a);**

7 * **Sec. 2.** AS 19.10.399(16) is amended to read:

8 (16) "vehicular way or area" means a way, path, or area, other than a
9 highway or private property, that is designated by official traffic control devices or
10 customary usage and that is open to the public for purposes of pedestrian or vehicular
11 travel, and which way or area may be restricted in use to pedestrians, bicycles, or other
12 specific types of vehicles as determined by the Department of Public Safety or other
13 agency having jurisdiction over the way, path, or area; **in this paragraph, "bicycle"**
14 **has the meaning given in AS 28.90.990(a).**

15 * **Sec. 3.** AS 28.05.011(a) is amended to read:

1 (a) The commissioner of public safety shall, unless otherwise provided by
 2 statute, adopt regulations in compliance with AS 44.62 (Administrative Procedure
 3 Act) necessary to carry out the provisions of this title and other statutes whose
 4 administration is vested in the Department of Public Safety. The regulations must
 5 include

6 (1) rules of the road relating to the driving, stopping, standing, parking,
 7 and other conduct of vehicles, to pedestrians, and to official traffic control devices;
 8 regulations adopted under this paragraph may not prohibit the use of an electric
 9 personal motor vehicle **or an electric-assisted bicycle** on a sidewalk, bike path, or
 10 vehicular way or area restricted to the use of pedestrians; limitations on regulation of
 11 electric personal motor vehicles **or electric-assisted bicycles** imposed under this
 12 paragraph do not apply to a municipal ordinance regulating electric personal motor
 13 vehicles, **electric-assisted bicycles, or specific classes of electric-assisted bicycles,**
 14 enacted to meet local requirements; **unless otherwise specified by regulation,**

15 **(A) an electric-assisted bicycle is considered a bicycle and**
 16 **may not be regulated as another type of vehicle; and**

17 **(B) a user of an electric-assisted bicycle shall be afforded**
 18 **the same rights and be subject to the same duties as a user of a bicycle;**

19 (2) minimum equipment for vehicles, including minimum standards of
 20 compliance to be met by manufacturers and vehicle sales and repairs businesses;

21 (3) inspection of vehicles other than commercial motor vehicles, and
 22 the removal of vehicles from areas of public use when they are found to be in a
 23 defective or unsafe condition;

24 (4) abandonment of vehicles;

25 (5) management of records of the Department of Public Safety
 26 required for that department's administration of this title and its regulations adopted
 27 under this title, including provisions for ensuring the accuracy of information
 28 contained in automated and manual information retrieval systems;

29 (6) definitions of words and phrases used in this title and in regulations
 30 adopted under this title unless otherwise provided by statute;

31 (7) certification and regulation of junk yards.

1 * **Sec. 4.** AS 28.10.011 is amended to read:

2 **Sec. 28.10.011. Vehicles subject to registration.** Every vehicle driven,
3 moved, or parked **on** [UPON] a highway or other public parking place in the state
4 shall be registered under this chapter except when the vehicle is

5 (1) driven or moved on a highway only for the purpose of crossing the
6 highway from one private property to another, including an implement of husbandry
7 as defined by regulation;

8 (2) driven or moved on a highway under a dealer's plate or temporary
9 permit as provided for in AS 28.10.031 and 28.10.181(j);

10 (3) special mobile equipment as defined by regulation;

11 (4) owned by the United States;

12 (5) moved by human or animal power;

13 (6) exempt under 50 U.S.C. App. 501-591 (Soldiers' and Sailors' Civil
14 Relief Act);

15 (7) driven or parked only on private property;

16 (8) the vehicle of a nonresident as provided under AS 28.10.121;

17 (9) transported under a special permit under AS 28.10.151;

18 (10) being driven or moved on a highway, vehicular way, or a public
19 parking place in the state that is not connected by a land highway or vehicular way to

20 (A) the land-connected state highway system; or

21 (B) a highway or vehicular way with an average daily traffic
22 volume greater than 499;

23 (11) an implement of husbandry operated in accordance with the
24 provisions of AS 19.10.065;

25 (12) an electric personal motor vehicle;

26 **(13) an electric-assisted bicycle.**

27 * **Sec. 5.** AS 28.90.990(a)(12) is amended to read:

28 (12) "electric personal motor vehicle" means an electric personal
29 assistive mobility device that is a self-balancing vehicle with two nontandem wheels,
30 designed to transport only one person, has an electric propulsion system, and has a
31 maximum speed of not more than 15 miles an hour; **"electric personal motor**

1 **vehicle" does not include an electric-assisted bicycle;**

2 * **Sec. 6.** AS 28.90.990(a)(18) is amended to read:

3 (18) "motor vehicle" means a vehicle **that** [WHICH] is self-propelled,
4 except **for** a vehicle moved by human or animal power; **"motor vehicle" does not**
5 **include an electric-assisted bicycle;**

6 * **Sec. 7.** AS 28.90.990(a)(19) is amended to read:

7 (19) "motorcycle" means a vehicle having a seat or saddle for the use
8 of the rider and designed to travel on not more than three wheels in contact with the
9 ground; **"motorcycle"** [THE TERM] does not include a tractor **or an electric-**
10 **assisted bicycle;**

11 * **Sec. 8.** AS 28.90.990(a)(20) is amended to read:

12 (20) "motor-driven cycle" means a motorcycle, motor scooter,
13 motorized bicycle, or similar conveyance with a motor attached and having an engine
14 with 50 or less cubic centimeters of displacement; **"motor-driven cycle" does not**
15 **include an electric-assisted bicycle;**

16 * **Sec. 9.** AS 28.90.990(a) is amended by adding new paragraphs to read:

17 (33) "bicycle" includes an electric-assisted bicycle;

18 (34) "class 1 electric-assisted bicycle" means a bicycle equipped with
19 an electric motor that provides assistance only when the rider is pedaling and that
20 stops providing assistance when the bicycle reaches the speed of 20 miles per hour;

21 (35) "class 2 electric-assisted bicycle" means a bicycle equipped with
22 an electric motor that may be used exclusively to propel the bicycle and that stops
23 providing assistance when the bicycle reaches the speed of 20 miles per hour;

24 (36) "class 3 electric-assisted bicycle" means a bicycle equipped with
25 an electric motor that provides assistance only when the rider is pedaling and that
26 stops providing assistance when the bicycle reaches the speed of 28 miles per hour;

27 (37) "electric-assisted bicycle" means a bicycle that

28 (A) is designed to travel with not more than three wheels in
29 contact with the ground;

30 (B) has fully operative pedals for human propulsion;

31 (C) has a seat or saddle for use of the rider;

1 (D) is equipped with an electric motor that has a power output
2 of not more than 750 watts; and

3 (E) is a class 1, class 2, or class 3 electric-assisted bicycle.

4 * **Sec. 10.** AS 41.23 is amended by adding a new section to article 1 to read:

5 **Sec. 41.23.300. Definitions.** In AS 41.23.010 - 41.23.300,

6 (1) "bicycling" includes the operation of an electric-assisted bicycle;

7 (2) "electric-assisted bicycle" has the meaning given in
8 AS 28.90.990(a).

CS FOR SENATE BILL NO. 62(TRA)

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-THIRD LEGISLATURE - FIRST SESSION

BY THE SENATE TRANSPORTATION COMMITTEE

Offered: 3/8/23

Referred: State Affairs

Sponsor(s): SENATOR KAWASAKI

A BILL

FOR AN ACT ENTITLED

1 **"An Act relating to electric-assisted bicycles and nonelectric-assisted bicycles."**

2 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

3 * **Section 1.** AS 19.10.399(9) is amended to read:

4 (9) "motor vehicle" means a vehicle that is self-propelled, except **for** a
5 vehicle moved by human or animal power; **"motor vehicle" does not include an**
6 **electric-assisted bicycle as defined in AS 28.90.990(a);**

7 * **Sec. 2.** AS 19.10.399(16) is amended to read:

8 (16) "vehicular way or area" means a way, path, or area, other than a
9 highway or private property, that is designated by official traffic control devices or
10 customary usage and that is open to the public for purposes of pedestrian or vehicular
11 travel, and which way or area may be restricted in use to pedestrians, bicycles, or other
12 specific types of vehicles as determined by the Department of Public Safety or other
13 agency having jurisdiction over the way, path, or area; **in this paragraph, "bicycle"**
14 **has the meaning given in AS 28.90.990(a).**

15 * **Sec. 3.** AS 28.05.011(a) is amended to read:

1 (a) The commissioner of public safety shall, unless otherwise provided by
 2 statute, adopt regulations in compliance with AS 44.62 (Administrative Procedure
 3 Act) necessary to carry out the provisions of this title and other statutes whose
 4 administration is vested in the Department of Public Safety. The regulations must
 5 include

6 (1) rules of the road relating to the driving, stopping, standing, parking,
 7 and other conduct of vehicles, to pedestrians, and to official traffic control devices;
 8 regulations adopted under this paragraph may not prohibit the use of an electric
 9 personal motor vehicle **or an electric-assisted bicycle** on a sidewalk, bike path, or
 10 vehicular way or area restricted to the use of pedestrians; limitations on regulation of
 11 electric personal motor vehicles **or electric-assisted bicycles** imposed under this
 12 paragraph do not apply to a municipal ordinance regulating electric personal motor
 13 vehicles, **electric-assisted bicycles, or specific classes of electric-assisted bicycles,**
 14 enacted to meet local requirements; **unless otherwise specified by regulation,**

15 **(A) an electric-assisted bicycle is considered a bicycle and**
 16 **may not be regulated as another type of vehicle; and**

17 **(B) a user of an electric-assisted bicycle shall be afforded**
 18 **the same rights and be subject to the same duties as a user of a bicycle;**

19 (2) minimum equipment for vehicles, including minimum standards of
 20 compliance to be met by manufacturers and vehicle sales and repairs businesses;

21 (3) inspection of vehicles other than commercial motor vehicles, and
 22 the removal of vehicles from areas of public use when they are found to be in a
 23 defective or unsafe condition;

24 (4) abandonment of vehicles;

25 (5) management of records of the Department of Public Safety
 26 required for that department's administration of this title and its regulations adopted
 27 under this title, including provisions for ensuring the accuracy of information
 28 contained in automated and manual information retrieval systems;

29 (6) definitions of words and phrases used in this title and in regulations
 30 adopted under this title unless otherwise provided by statute;

31 (7) certification and regulation of junk yards.

1 * **Sec. 4.** AS 28.10.011 is amended to read:

2 **Sec. 28.10.011. Vehicles subject to registration.** Every vehicle driven,
3 moved, or parked **on** [UPON] a highway or other public parking place in the state
4 shall be registered under this chapter except when the vehicle is

5 (1) driven or moved on a highway only for the purpose of crossing the
6 highway from one private property to another, including an implement of husbandry
7 as defined by regulation;

8 (2) driven or moved on a highway under a dealer's plate or temporary
9 permit as provided for in AS 28.10.031 and 28.10.181(j);

10 (3) special mobile equipment as defined by regulation;

11 (4) owned by the United States;

12 (5) moved by human or animal power;

13 (6) exempt under 50 U.S.C. App. 501-591 (Soldiers' and Sailors' Civil
14 Relief Act);

15 (7) driven or parked only on private property;

16 (8) the vehicle of a nonresident as provided under AS 28.10.121;

17 (9) transported under a special permit under AS 28.10.151;

18 (10) being driven or moved on a highway, vehicular way, or a public
19 parking place in the state that is not connected by a land highway or vehicular way to

20 (A) the land-connected state highway system; or

21 (B) a highway or vehicular way with an average daily traffic
22 volume greater than 499;

23 (11) an implement of husbandry operated in accordance with the
24 provisions of AS 19.10.065;

25 (12) an electric personal motor vehicle;

26 **(13) an electric-assisted bicycle.**

27 * **Sec. 5.** AS 28.90.990(a)(12) is amended to read:

28 (12) "electric personal motor vehicle" means an electric personal
29 assistive mobility device that is a self-balancing vehicle with two nontandem wheels,
30 designed to transport only one person, has an electric propulsion system, and has a
31 maximum speed of not more than 15 miles an hour; **"electric personal motor**

1 **vehicle" does not include an electric-assisted bicycle;**

2 * **Sec. 6.** AS 28.90.990(a)(18) is amended to read:

3 (18) "motor vehicle" means a vehicle **that** [WHICH] is self-propelled,
4 except **for** a vehicle moved by human or animal power; **"motor vehicle" does not**
5 **include an electric-assisted bicycle;**

6 * **Sec. 7.** AS 28.90.990(a)(19) is amended to read:

7 (19) "motorcycle" means a vehicle having a seat or saddle for the use
8 of the rider and designed to travel on not more than three wheels in contact with the
9 ground; **"motorcycle"** [THE TERM] does not include a tractor **or an electric-**
10 **assisted bicycle;**

11 * **Sec. 8.** AS 28.90.990(a)(20) is amended to read:

12 (20) "motor-driven cycle" means a motorcycle, motor scooter,
13 motorized bicycle, or similar conveyance with a motor attached and having an engine
14 with 50 or less cubic centimeters of displacement; **"motor-driven cycle" does not**
15 **include an electric-assisted bicycle;**

16 * **Sec. 9.** AS 28.90.990(a) is amended by adding new paragraphs to read:

17 (33) "bicycle" includes an electric-assisted bicycle;

18 (34) "class 1 electric-assisted bicycle" means a bicycle equipped with
19 an electric motor that provides assistance only when the rider is pedaling and that
20 stops providing assistance when the bicycle reaches the speed of 20 miles per hour;

21 (35) "class 2 electric-assisted bicycle" means a bicycle equipped with
22 an electric motor that may be used exclusively to propel the bicycle and that stops
23 providing assistance when the bicycle reaches the speed of 20 miles per hour;

24 (36) "class 3 electric-assisted bicycle" means a bicycle equipped with
25 an electric motor that provides assistance only when the rider is pedaling and that
26 stops providing assistance when the bicycle reaches the speed of 28 miles per hour;

27 (37) "electric-assisted bicycle" means a bicycle that

28 (A) is designed to travel with not more than three wheels in
29 contact with the ground;

30 (B) has fully operative pedals for human propulsion;

31 (C) has a seat or saddle for use of the rider;

1 (D) is equipped with an electric motor that has a power output
2 of not more than 750 watts; and

3 (E) is a class 1, class 2, or class 3 electric-assisted bicycle.

4 * **Sec. 10.** AS 41.23 is amended by adding new sections to article 1 to read:

5 **Sec. 41.23.295. Electric-assisted bicycles.** In a management plan adopted
6 under AS 41.23.010 - 41.23.300, the department may establish different standards for
7 nonelectric-assisted bicycles and for each class of electric-assisted bicycle.

8 **Sec. 41.23.300. Definitions.** In AS 41.23.010 - 41.23.300,

9 (1) "bicycling" includes the operation of an electric-assisted bicycle;

10 (2) "electric-assisted bicycle" has the meaning given in
11 AS 28.90.990(a).



Senate Bill 62 – Version B

Updated Sectional Analysis

"An act relating to electric bicycles."

Section 1. (Page 1) Amends AS 19.10.399(9) to state that the definition of motor vehicle excludes electric-assisted bicycles.

Section 2. (Page 1) Amends AS 19.10.399(16) to clarify that electric-assisted bicycles are to be regulated as bicycles in regard to operation on a way, path, or area.

Section 3. (Page 1-2) Amends AS 28.05.011(a) to state that electric-assisted bicycles should be regulated as bicycles in regards to the rules of the road. It also includes electric-assisted bicycles under an existing provision allowing municipal ordinances to separately regulate in this area.

Section 4. (Page 3) Amends AS 28.10.011 to state that an electric-assisted bicycle is not required to be registered as a vehicle.

Section 5. (Page 3-4) Amends AS 28.90.990(a)(12) to state that an electric-assisted bicycle does not fall under the definition of an "electric personal motor vehicle."

Section 6. (Page 4) Amends AS 28.90.990(a)(18) to state that an electric-assisted bicycle does not fall under the definition of "motor vehicle."

Section 7 (Page 4) Amends AS 28.90.990(a)(19) to state that an electric assisted bicycle does not fall under the definition of a "motorcycle."

Section 8 (Page 4) Amends AS 28.90.990(a)(20) to state that an electric-assisted bicycle does not fall under the definition of a "motor-driven cycle."

Section 9 (Page 4-5) Amends 28.90.990(a)(33-36) to state the term "bicycle" includes electric-assisted bicycles in the three following classes

(34) Class 1: bicycles that assist only while the rider is pedaling and that stop providing assistance at the speed of 20 miles per hour.

(35) Class 2: bicycles that can propel whether or not the rider is pedaling and that stop providing assistance at the speed of 20 miles per hour

(36) Class 3: bicycles that only assist while the rider is pedaling and that stop providing assistance at the speed of 28 miles per hour.



Senator Scott Jiu Wo Kawasaki

Alaska State Legislature

Senate District P

Section 9 Cont. (Page 4-5) Amends AS 28.90.990(a)(37) to define electric assisted bicycles as a bicycle that is designed to travel with not more than three wheels in contact with the ground, has fully operative pedals for human propulsion, is equipped with an electric motor that has a power output of not more than 750 watts, and includes Class 1, Class 2, and Class 3 electric assisted bicycles.

Section 10 (Page 5):

Amends AS 41.23 by adding section 41.23.295 “Electric Assisted Bicycles,” clarifying that the Department of Natural Resources may establish regulations governing non-electric assisted bicycles and each class of electric-assisted bicycle on land in their management. The same authority to regulate is granted to the Department of Public Safety and municipalities in Section 3.

Amends AS 41.23.300 by adding a new section that states “bicycling” includes the use of electric-assisted bicycles, and that “electric-assisted bicycles” have the meaning provided for in Section 9.

HOUSE BILL NO. 8

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-THIRD LEGISLATURE - FIRST SESSION

BY REPRESENTATIVES CARRICK, Mina, Prax, Sumner, Ruffridge, Galvin

Introduced: 1/19/23

Referred: State Affairs, Transportation

A BILL

FOR AN ACT ENTITLED

1 **"An Act relating to electric-assisted bicycles."**

2 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

3 * **Section 1.** AS 19.10.399(9) is amended to read:

4 (9) "motor vehicle" means a vehicle that is self-propelled, except **for** a
5 vehicle moved by human or animal power; **"motor vehicle" does not include an**
6 **electric-assisted bicycle as defined in AS 28.90.990(a);**

7 * **Sec. 2.** AS 19.10.399(16) is amended to read:

8 (16) "vehicular way or area" means a way, path, or area, other than a
9 highway or private property, that is designated by official traffic control devices or
10 customary usage and that is open to the public for purposes of pedestrian or vehicular
11 travel, and which way or area may be restricted in use to pedestrians, bicycles, or other
12 specific types of vehicles as determined by the Department of Public Safety or other
13 agency having jurisdiction over the way, path, or area; **in this paragraph, "bicycle"**
14 **has the meaning given in AS 28.90.990(a).**

15 * **Sec. 3.** AS 28.05.011(a) is amended to read:

1 (a) The commissioner of public safety shall, unless otherwise provided by
 2 statute, adopt regulations in compliance with AS 44.62 (Administrative Procedure
 3 Act) necessary to carry out the provisions of this title and other statutes whose
 4 administration is vested in the Department of Public Safety. The regulations must
 5 include

6 (1) rules of the road relating to the driving, stopping, standing, parking,
 7 and other conduct of vehicles, to pedestrians, and to official traffic control devices;
 8 regulations adopted under this paragraph may not prohibit the use of an electric
 9 personal motor vehicle **or an electric-assisted bicycle** on a sidewalk, bike path, or
 10 vehicular way or area restricted to the use of pedestrians; limitations on regulation of
 11 electric personal motor vehicles **or electric-assisted bicycles** imposed under this
 12 paragraph do not apply to a municipal ordinance regulating electric personal motor
 13 vehicles, **electric-assisted bicycles, or specific classes of electric-assisted bicycles,**
 14 enacted to meet local requirements; **unless otherwise specified by regulation,**

15 **(A) an electric-assisted bicycle is considered a bicycle and**
 16 **may not be regulated as another type of vehicle; and**

17 **(B) a user of an electric-assisted bicycle shall be afforded**
 18 **the same rights and be subject to the same duties as a user of a bicycle;**

19 (2) minimum equipment for vehicles, including minimum standards of
 20 compliance to be met by manufacturers and vehicle sales and repairs businesses;

21 (3) inspection of vehicles other than commercial motor vehicles, and
 22 the removal of vehicles from areas of public use when they are found to be in a
 23 defective or unsafe condition;

24 (4) abandonment of vehicles;

25 (5) management of records of the Department of Public Safety
 26 required for that department's administration of this title and its regulations adopted
 27 under this title, including provisions for ensuring the accuracy of information
 28 contained in automated and manual information retrieval systems;

29 (6) definitions of words and phrases used in this title and in regulations
 30 adopted under this title unless otherwise provided by statute;

31 (7) certification and regulation of junk yards.

1 * **Sec. 4.** AS 28.10.011 is amended to read:

2 **Sec. 28.10.011. Vehicles subject to registration.** Every vehicle driven,
3 moved, or parked **on** [UPON] a highway or other public parking place in the state
4 shall be registered under this chapter except when the vehicle is

5 (1) driven or moved on a highway only for the purpose of crossing the
6 highway from one private property to another, including an implement of husbandry
7 as defined by regulation;

8 (2) driven or moved on a highway under a dealer's plate or temporary
9 permit as provided for in AS 28.10.031 and 28.10.181(j);

10 (3) special mobile equipment as defined by regulation;

11 (4) owned by the United States;

12 (5) moved by human or animal power;

13 (6) exempt under 50 U.S.C. App. 501-591 (Soldiers' and Sailors' Civil
14 Relief Act);

15 (7) driven or parked only on private property;

16 (8) the vehicle of a nonresident as provided under AS 28.10.121;

17 (9) transported under a special permit under AS 28.10.151;

18 (10) being driven or moved on a highway, vehicular way, or a public
19 parking place in the state that is not connected by a land highway or vehicular way to

20 (A) the land-connected state highway system; or

21 (B) a highway or vehicular way with an average daily traffic
22 volume greater than 499;

23 (11) an implement of husbandry operated in accordance with the
24 provisions of AS 19.10.065;

25 (12) an electric personal motor vehicle;

26 **(13) an electric-assisted bicycle.**

27 * **Sec. 5.** AS 28.90.990(a)(12) is amended to read:

28 (12) "electric personal motor vehicle" means an electric personal
29 assistive mobility device that is a self-balancing vehicle with two nontandem wheels,
30 designed to transport only one person, has an electric propulsion system, and has a
31 maximum speed of not more than 15 miles an hour; **"electric personal motor**

1 **vehicle" does not include an electric-assisted bicycle;**

2 * **Sec. 6.** AS 28.90.990(a)(18) is amended to read:

3 (18) "motor vehicle" means a vehicle **that** [WHICH] is self-propelled,
4 except **for** a vehicle moved by human or animal power; **"motor vehicle" does not**
5 **include an electric-assisted bicycle;**

6 * **Sec. 7.** AS 28.90.990(a)(19) is amended to read:

7 (19) "motorcycle" means a vehicle having a seat or saddle for the use
8 of the rider and designed to travel on not more than three wheels in contact with the
9 ground; **"motorcycle"** [THE TERM] does not include a tractor **or an electric-**
10 **assisted bicycle;**

11 * **Sec. 8.** AS 28.90.990(a)(20) is amended to read:

12 (20) "motor-driven cycle" means a motorcycle, motor scooter,
13 motorized bicycle, or similar conveyance with a motor attached and having an engine
14 with 50 or less cubic centimeters of displacement; **"motor-driven cycle" does not**
15 **include an electric-assisted bicycle;**

16 * **Sec. 9.** AS 28.90.990(a) is amended by adding new paragraphs to read:

17 (33) "bicycle" includes an electric-assisted bicycle;

18 (34) "class 1 electric-assisted bicycle" means a bicycle equipped with
19 an electric motor that provides assistance only when the rider is pedaling and that
20 stops providing assistance when the bicycle reaches the speed of 20 miles per hour;

21 (35) "class 2 electric-assisted bicycle" means a bicycle equipped with
22 an electric motor that may be used exclusively to propel the bicycle and that stops
23 providing assistance when the bicycle reaches the speed of 20 miles per hour;

24 (36) "class 3 electric-assisted bicycle" means a bicycle equipped with
25 an electric motor that provides assistance only when the rider is pedaling and that
26 stops providing assistance when the bicycle reaches the speed of 28 miles per hour;

27 (37) "electric-assisted bicycle" means a bicycle that

28 (A) is designed to travel with not more than three wheels in
29 contact with the ground;

30 (B) has fully operative pedals for human propulsion;

31 (C) has a seat or saddle for use of the rider;

1 (D) is equipped with an electric motor that has a power output
2 of not more than 750 watts; and

3 (E) is a class 1, class 2, or class 3 electric-assisted bicycle.

4 * **Sec. 10.** AS 41.23 is amended by adding a new section to article 1 to read:

5 **Sec. 41.23.300. Definitions.** In AS 41.23.010 - 41.23.300,

6 (1) "bicycling" includes the operation of an electric-assisted bicycle;

7 (2) "electric-assisted bicycle" has the meaning given in
8 AS 28.90.990(a).

To: Mayor Castner and Homer City Council
From: Scott Smith, Chair, Homer Planning Commission
Date: March 15, 2023
Subject: Planning Commission Report for City Council

Attending: Commissioners Highland, Venuti, Conley, Smith and Stark via Zoom; Commissioner Barnwell, City Planner Rick Abboud, Associate Planner Bella Vaz, Public Works Director Jan Keiser and Deputy City Clerk Renee Krause in Chambers.

Absent: Commissioner Chiappone

Work Session: Director of Public Works, Jan Keiser, presented a report on the Transportation Master Plan. She highlighted the goals of the Plan, real-life challenges to this process, and Public Safety concerns. Commissioners presented questions about right-of-way definitions, roads and stoplights which were proposed in the 2005 Transportation Plan, quantity and visibility of Pedestrian Cross Walks, subdivision sidewalk, and Non-Motorized Transportation maintenance abilities.

Karin Marks attended in Chambers and presented information about the Homer Housing Solution meetings and progress. She encouraged participation in a survey found on their web site and attendance at the Greater Homer Housing Event on March 25 (9am-12:30pm) located at Christian Community Church.

Planning Commission Regular Meeting

AGENDA: Agenda was amended to include supplemental items for Consent Agenda Item Decisions and Findings for CUP 23-01, Public Comments, Directions from the City Attorney and Pending Business item Forest Trails Preliminary Plat Reconsideration, Reformatted attachments for Public Works Director Memorandum. Motion carried unanimously.

PUBLIC COMMENTS: Scott Livingston attended via Zoom. He requested the Planning Commission to amend the minutes from the previous meeting to allow for the set-back issue to be approved within the decisions of the CUP 23-01.

RECONSIDERATIONS: None.

CONSENT AGENDA: At the recommendation of the City Attorney Commissioners declared ex parte communication with the Applicant of CUP 23-01 for the record.

Chair Smith stated he spoke with Mr. Livingston via a phone call. Mr. Livingston called requesting Chair Smith see if the Minutes could be amended during the Agenda Approval portion of this meeting showing approval for the setback limitations. Chair Smith reminded Mr. Livingston that the setback issue was addressed by Condition 5 of the report. Chair Smith said that the CUP process was a legal process and that the Commission did not have the authority to change these rulings without going back into the legal/public process. Chair Smith said he would try and see what might be done during the March 15 meeting. Chair Smith, after reading the email from City Attorney decided to not raise the matter during the Agenda Approval. Commissioner Highland shared she received a voice message from Ms. Livingston returning the call to state that she could not speak upon the issue. Commissioner Barnwell declared that he received a phone call from Mr. Livingston and directed him to speak to the Chair.

Chair Smith read the Consent Agenda into record and it was passed without objection.

VISITORS/PRESENTATIONS: None.

REPORTS: Agenda Item Report PC 23-017, City Planners Report – City Planner Rick Abboud briefly highlighted Storm Water Treatment System funding, Developer Performance Guaranty ordinance, Permitting Software update, Clearing and Grading regulations, the Homer Housing Forum survey, and the EDC work session.

PUBLIC HEARINGS:

Item 8. A. Request for Conditional Use Permit (CUP) 23-02 at 33375 Sterling Highway for Approval of an addition in a lot containing a building area over 8,000 sq. ft. within the GC1 District. AIR PC 23-018.

Chair Smith announced possible *ex parte* communication and Conflict of Interest, and presented the situations for the potential conflict. Chair Smith passed the gavel to Vice Chair Highland who received a motion that Chair Smith had a Conflict of

Interest about CUP 23-02. Motion failed without objection and Chairperson Highland passed the gavel back to Chair Smith.

Associate Planner Bella Vaz presented the report recommending approval. Applicant Jeff Erickson attended and shared he was available for questions. There was no public testimony.

Commissioners questioned the new set back and bluff erosion limits, and the purpose of the structure. City Planner Abboud responded that the structure complied with the setback regulations and will be used for storage.

Motion passed without objection.

Item 8.B. Request for Conditional Use Permit (CUP) 23-03 at 1368 Lakeshore Dr. for Approval of a multi-family dwelling within the GC1. AIR PC 23-019.

City Planner Rick Abboud presented the report recommending approval. There was no public testimony. Applicant Andrew Reed attended and shared that they tried to develop this lot with the environment in mind, placing the parking on the flattest area and set back from the shoreline.

Commissioner Barnwell inquired about possible wetland concerns and Mr. Abboud said he would have to double check this with the Army Corp of Engineers, but that he did not think so.

Motion carried without Objection.

PLAT CONSIDERATIONS: None.

PENDING BUSINESS: Forest Trails Preliminary Plat, Reconsideration Agenda Item Report 23-020.

Chair Smith introduced the item and reminded Commissioners of the open Motion on the floor on which they were continuing discussion. City Planner Abboud presented Report PC 23-021 on screen (it will be attached to the Minutes) which recommended approval with five conditions. Public Works Director briefly shared her conclusions from her exhaustive report also recommending approval, stating the Applicant had been very cooperative with the process.

Kenton Bloom encouraged the PC to conclude this process and that the time for ruling was past due.

Following a significant process of discussion and questioning to gain clarity of information and to amend various motions, the Planning Commission moved to Adopt Staff Report 23-021 with Conditions 1-5. Motion passed without objection.

NEW BUSINESS: None.

COMMENTS OF THE AUDIENCE: None.

COMMENTS OF THE STAFF/COMMISSION:

Significant gratitude and praise for the effort put forth by Staff and Public Works Director Keiser on the matters surrounding the Forest Trails Subdivision Preliminary Plat. Commissioners reflected on the reality that this was not an easy process, yet it was essential to work through because of how it will improve many Plat and Development related processes in Homer. The Forest Trails and one previous Plat Application raised awareness about the needed amendments to process and city code and that having these new procedures and city code in place will be better for Homer.

Next Meeting: April 5, 2023 Work Session at 5:30 p.m. with Regular Session at 6:30 p.m.



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Memorandum

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: March 23, 2023
SUBJECT: City Manager's Report for March 28, 2023 Council Meeting

Budget

Since the last meeting, the majority of my time has been spent attempting to wrap up a first draft of the operating and capital budgets. Council will receive a draft of the FY24/25 Operating Budget in the supplemental packet on Tuesday, March 28th. Finance Director Elizabeth Walton and I have spent many hours together, and apart, preparing the draft document for Council with the help of our department heads and division managers. The actual ordinance will come before Council in April and we'll schedule some work session time to go through the proposal in more detail.

Parks Update

In March, we started the implementation of a strategy to split up Parks Division functions in a way that will hopefully improve service to the public and make our operations more sustainable. In the past the Parks Division was charged with parks maintenance, campground management, public restroom management, airport parking enforcement, and numerous planning, promotion, relationship, volunteer, etc. duties all of which was to be administered by one year-round full-time employee and a small team of temporary employees. That set up was not practical nor sustainable. To attempt to better manage these public facing functions, the labor has been redistributed: Port and Harbor is taking on Spit Camping and airport parking enforcement (as discussed in my last report, expect to see some legislation at the first meeting in April that supports that move); the Janitorial team is taking on all public restrooms (we experimented with a contract solution last year, but the contract was not renewed and that expense removed from the draft FY24/25 budget); park maintenance will remain in Public Works; and planning, promotion, public engagement, volunteer coordination, etc. will move to Economic Development. This first season will obviously have some challenges as we sort out how to operationalize these moves, but the desired outcome is a more positive visitor experience in our parks, campgrounds, and restrooms. In the FY24/25 budget, you will see some related changes. The Parks Division will be looking to convert a portion of temporary employee wages into a full-time maintenance coordinator and the Parks Superintendent will move under Economic Development with a different title. The Harbor will sponsor one new janitor position, and there will be a proposed expansion of the summer temporary employee team for field and admin staff.

FY22 Audit

The auditors have been on site this week wrapping up audit activities to include interviews of key personnel like myself, the Finance Director, the Chief Technology Officer, and the Mayor. The FY22 audit should be

complete relatively soon. I expect that the audit will be brought before Council in April for review and acceptance.

Council/Commissions Joint Session Plan – To Be Reconfigured

In my last report, there was a memo from the City Clerk which indicated we would be attempting to put together a joint session with Council and all the commissions to do some training and communicate about roles. We set a target of April 3rd, but it is not looking like we will get the level of participation we need to maintain a quorum of all bodies. Staff, working with Councilmembers Lord and Erickson, will reconfigure the plan. The most likely outcome will be a series of work sessions where Council meets with one commission at a time.

HPD Movie Night

The Police Department recently hosted two mental health themed movie nights where they screened a film called PTSD911 for police and fire staff and spouses. I was able to join in on one evening, and it was very encouraging to see our first responders actively acknowledge the impacts their jobs can have on mental health and look for opportunities to support each other.

FEMA BRIC Grant

In late 2022 we submitted a Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure & Communities (BRIC) grant application to adopt and implement a building code here in Homer. We are still waiting on a decision from FEMA regarding our submittal, but we are seeing promising signs that they like the project we proposed. On Thursday, March 16, Ryan Foster, Special Projects Coordinator, was invited to meet with officials of the City of St. Paul, AK, and the State of Alaska Division of Homeland Security & Emergency Management to discuss FEMA BRIC grant application process. St. Paul is considering applying for the 2023 FEMA BRIC grant for building code adoption and implementation and asked questions regarding the City of Homer's experience in submitting a 2022 application for building code adoption and implementation.

Coast Guard City Update

In my last report I wrote that we were waiting on Congress, turns out that was not entirely correct. A representative from the Coast Guard City program reached out to let us know our package was routed to the Commandant's office this month and once she signs it, *then* it will go to Congress for an approval process that takes about 30 days. We're still on track, just a month behind where we thought we were in the process.

Ladder Truck Update

Early reports from the recent ladder testing are good. We're expecting an official report soon. If all signs continue to point towards this being a good deal for the City, expect an ordinance in April to capitalize on this opportunity.

Goodbye to Christine Draais, Assistant to the City Manager

Christine joined our team as Assistant to the City Manager back in 2021. She has done a phenomenal job of keeping the City Manager's office organized and moving forward in the time she's spent with us in Homer. Christine brought great energy and a new level of hospitality to the office, and the various state and federal officials who visit us here in Homer. She has been my lead on publishing a very informative and useful City newsletter every month. She also provides a lot of behind the scenes services to me, the special projects team, and Human Resources. Bella Vaz will be moving upstairs from planning to take on the Assistant to the City Manager role shortly with remote support from Christine as we manage the transition.



AGENDA ITEM REPORT

Appropriation Reduction related to Ordinance 23-11 and Veto of Resolution 23-017 in accordance with HCC 2.08.070 Mayor's veto. Mayor.

Item Type: Action Memorandum
Prepared For: City Council
Meeting Date: 13 Mar 2023
From: Melissa Jacobsen, MMC, City Clerk

In accordance with Homer City Code 02.08.070 Mayor Castner has reduced of an appropriation related to Ordinance 23-11, An Ordinance appropriating \$650,000 to update the Comprehensive Plan and Title 21 Zoning and Planning. He has reduced the appropriation to \$250,000.

Mayor Castner has also vetoed Resolution 23-017 awarding a contract to Agnew::Beck for their services to update the Comprehensive Plan and Title 21 Zoning and Planning.

A veto may be overridden by vote of two-thirds of the authorized membership of the City Council within 21 days following exercise of the veto, or at the next regular meeting, whichever is later. The City Council shall first consider a veto override at the first regular or special Council meeting, not including worksessions, that occurs following the veto, but the City Council may postpone taking action from time to time until the expiration of the time for override specified in the preceding sentence

Attachments:

Reduction of appropriation and vetoed resolution signed by Mayor Castner and Memorandums from Mayor Castner Re: Reduction of and Appropriation (Ordinance 23-11) and Veto of Resolution 23-017.
HCC 2.08.070 Mayor's veto

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 23-11

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING AN AMOUNT NOT TO EXCEED ~~\$650,000~~ FROM THE GENERAL FUND CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND FOR THE PURPOSE OF DEVELOPING A NEW COMPREHENSIVE PLAN AND A COMPLETE UPDATE OF THE TITLE 21 ZONING AND PLANNING CODE FOR THE CITY OF HOMER.

REDUCED TO
\$250,000
K. Caston

WHEREAS, An update of the Comprehensive Plan and modernization of the Zoning Code was identified as a Council priority during the 2022 Visioning work session held in March 2022 at the Pratt Museum; and

WHEREAS, The Comprehensive Plan establishes, at a high level, a vision, goals, and objectives for the future development of the City and underwent a technical update in 2018; and

WHEREAS, The City's Title 21 Zoning and Planning Code defines the processes, establishes zoning districts, and associated development standards for land use development in the City and is the regulatory framework that implements the vision, goals, and objectives established in the Comprehensive Plan; and

WHEREAS, The City's Title 21 Zoning and Planning Code was established in the 1980's; and

WHEREAS, In 2008 the Planning Commission drafted a substantial re-write of Title 21 that was adopted by Council in Ordinance 08-29; and

WHEREAS, A comprehensive update to Title 21 Zoning and Planning Code is necessary to modernize the code, improve efficiency and user friendliness, and align with and implement the vision of the Comprehensive Plan; and

WHEREAS, On September 27, 2022 a Memorandum was provided to the City Council where City staff proposed a two-phase project, starting with a new Comprehensive Plan and ending with a complete update of the Title 21 Zoning and Planning Code; and

41 WHEREAS, The Request for Qualifications developing a new Comprehensive Plan and a
42 complete update of the Title 21 Zoning and Planning Code closed on December 9, 2022; and
43

44 WHEREAS, The Request for Proposals developing a new Comprehensive Plan and a
45 complete update of the Title 21 Zoning and Planning Code closed on January 20, 2023; and
46

47 WHEREAS, A resolution providing a recommendation on selecting a consultant firm and
48 awarding a contract will be provided at the February 27, 2023 Council Meeting; and
49

50 WHEREAS, A new Comprehensive Plan will guide the future development of the City
51 over the next 20 years and address the unique planning challenges of the community, such as
52 limited developable land, a strong demand for housing, and consideration of our unique
53 geographical and topographical conditions; and
54

55 WHEREAS, An updated Title 21 Zoning and Planning Code will allow the City to realize
56 the vision and goals defined in the Comprehensive Plan with updated processes and
57 development standards, with greater efficiency, clarity, and user friendliness built into the
58 code; and
59

60 WHEREAS, Upon project completion, the City of Homer Planning Commission will
61 consider a resolution providing their recommendation for adoption of a new Comprehensive
62 Plan and a complete update of the Title 21 Zoning and Planning Code; and
63

64 WHEREAS, Upon project completion, the City Council will consider an ordinance for
65 adoption of a new Comprehensive Plan and a complete update of the Title 21 Zoning and
66 Planning Code; and
67

68 WHEREAS, The City of Homer supports developing a new Comprehensive Plan and a
69 complete update of the Title 21 Zoning and Planning Code proposal.
70

71 NOW THEREFORE, THE CITY OF HOMER ORDAINS:
72

73 Section 1. The Homer City Council hereby amends the FY23 Capital Budget by
74 appropriating no more than ~~\$650,000~~ to secure the services of a professional consultant to
75 facilitate the development of a new Comprehensive Plan and a complete update of the Title 21
76 Zoning and Planning Code through a competitive bidding process as follows:
77

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
156	Comprehensive Plan & Title 21 Updates	\$650,000

REDUCED to
\$ 250,000
K. Carter

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

84

85 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 27th day of February, 2023.

86

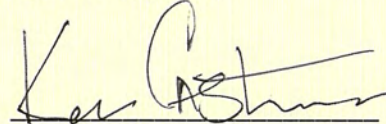
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CITY OF HOMER

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91

KEN CASTNER, MAYOR

92

93 ATTEST:

94

95

96

97 _____
RACHEL TUSSEY, CMC, ACTING CITY CLERK

98

99 YES:

100 NO:

101 ABSTAIN:

102 ABSENT:

103

104 First Reading:

105 Public Hearing:

106 Second Reading:

107 Effective Date:



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Memorandum

TO: The Homer City Council

THROUGH: Melissa Jacobsen, City Clerk

FROM: Ken Castner, Mayor

DATE: March 9, 2023

SUBJECT: Reduction of an Appropriation (Ordinance 23-11)

Under the authority granted to me by AS 29.20.270 and HCC 02.08.070, I am reducing the amount authorized for the expenditures identified in Ordinance 23-11 from \$650,000.00 to \$250,000.00.

This reduction is targeted at the section of the Ordinance authorizing an expenditure for “A New Comprehensive Plan”. The remainder is appropriated for code revisions, which can be done in compliance with the current comprehensive plan.

I’m fairly certain that the Commissions and the City Council would have liked to have discussed the parameters, milestones, priorities and sequencing of the various elements found in this expenditure. I know that there are some sections of the City’s Comprehensive Plan that need attention in the near term, but the current plan is only 5 years old and a complete rewrite does not seem warranted at this time.

Moreover, absent the guideposts of a comprehensive fiscal plan, off-cycle capital budget expenditures, where there is no emergency, should be met with firm resistance from the City Council. In this case, a new budget cycle begins in 4 months and this request can be measured against all the other capital requests.

CITY OF HOMER
HOMER, ALASKA

City Manager

RESOLUTION 23-017

~~A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A CONTRACT WITH AGNEW BECK CONSULTING OF ANCHORAGE, ALASKA, FOR AN AMOUNT NOT TO EXCEED \$650,000 FOR THE PURPOSE OF DEVELOPING A NEW COMPREHENSIVE PLAN AND A COMPLETE UPDATE OF THE TITLE 21 ZONING AND PLANNING CODE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.~~

VETO BY
MAYOR
K. Christman

WHEREAS, At the October 10, 2022, City Council Meeting, staff provided a memorandum recommending a two-stage process, a Request for Qualifications and a Request for Proposals, for soliciting professional planning services to develop a new Comprehensive Plan and a complete update of the Title 21 Zoning and Planning Code; and

WHEREAS, The Request for Qualifications was advertised in the Homer News October 27, 2022 and November 3, 2022, and sent to two plans rooms in the state and three plans rooms out of state, and posted on the city website; and

WHEREAS, Qualifications were due by 4:30 p.m. Friday December 9, 2022 and four statements of qualifications were received by the City Clerk's Office; and

WHEREAS, A committee reviewed statements of qualifications on December 13, 2022, selecting three of the four firms for the second stage Request for Proposals process; and

WHEREAS, Proposals were due by 4:30 p.m. Friday January 20, 2023 and three proposals were received by the City Clerk's Office; and

WHEREAS, A committee reviewed proposals on February 1, 2023, selecting the firm of Agnew Beck Consulting of Anchorage, Alaska as the most responsive fitting the requirements of the City; and

WHEREAS, This award is not final until notice is received by Agnew Beck Consulting from the City of Homer.

~~NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby awards the contract for developing a new Comprehensive Plan and a complete update of the Title 21 Zoning and Planning Code to Agnew Beck of Anchorage, Alaska in an amount not to exceed \$650,000 and authorizes the City Manager to negotiate and execute the appropriate documents.~~

VETO BY MAYOR
K. Christman 137

45
46 PASSED AND ADOPTED by the Homer City Council this 27th day of February, 2023.

47
48 CITY OF HOMER

49
50
51 _____
52 KEN CASTNER, MAYOR

53 ATTEST:
54
55
56 _____
57 RACHEL TUSSEY, CMC, ACTING CITY CLERK

58
59 Fiscal note: Ordinance 23-11



City of Homer

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Memorandum

TO: The Homer City Council

THROUGH: Melissa Jacobsen, City Clerk

FROM: Ken Castner, Mayor

DATE: March 9, 2023

SUBJECT: Veto of Resolution 23-17 (Award of a Contract for Services)

Under the authority granted to me by AS 29.20.270 and HCC 02.08.070, I am vetoing Resolution 23-17, which awards a contract in the amount of \$650,000 to Agnew Beck.

The appropriation supporting the contract award has been significantly reduced and the City Manager does not believe the contract amount can be reduced under the terms of the solicitation. The appropriation must precede the contract award.

2.08.070 Mayor's veto.

a. Except as provided in this section, the Mayor may veto an ordinance, resolution, motion, or other action of the City Council and may strike or reduce appropriation items.

b. A veto must be exercised before the next regular meeting of the City Council. A veto must be signed by the Mayor and be accompanied by a written explanation of the reasons for the veto. A veto that is not signed or that fails to include a written explanation of the reasons for the veto is ineffective. A veto may be overridden by vote of two-thirds of the authorized membership of the City Council within 21 days following exercise of the veto, or at the next regular meeting, whichever is later. The City Council shall first consider a veto override at the first regular or special Council meeting, not including worksessions, that occurs following the veto, but the City Council may postpone taking action from time to time until the expiration of the time for override specified in the preceding sentence.

c. The veto does not extend to:

1. Actions of the City Council sitting as the Board of Adjustment;
2. Adoption or repeal of a Manager plan of government;
3. The veto does not extend to an ordinance adopted under AS 04.11.501. [Ord. 96-01, 1996; Ord. 90-22, 1990. Code 1981 § 1.24.070].



AGENDA ITEM REPORT

Resolution 23-029, A Resolution of the City Council of Homer, Alaska Requesting the State of Alaska make a Meaningful Increase to the Base Student Allocation for Public Schools. Aderhold.

Item Type: Resolution
Prepared For: Mayor & City Council
Meeting Date: 28 Mar 2023
From: Melissa Jacobsen, MMC, City Clerk

See attached information for consideration of Resolution 23-029.

Recommendation:

Adopt Resolution 23-029

Attachments:

Resolution 23-029

KPB Resolution 2023-027

**CITY OF HOMER
HOMER, ALASKA**

Aderhold

RESOLUTION 23-029

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
REQUESTING THE STATE OF ALASKA MAKE A MEANINGFUL
INCREASE TO THE BASE STUDENT ALLOCATION FOR PUBLIC
SCHOOLS

WHEREAS, The State of Alaska is constitutionally obligated to establish and maintain a system of public schools; and

WHEREAS, The City of Homer is within the Kenai Peninsula Borough, which is required by AS 29.35.160 to constitute a borough school district and establish, maintain, and operate a system of public schools on an areawide basis; and

WHEREAS, Paul Banks and West Homer Elementary, Homer Middle, and Homer High Schools are Kenai Peninsula Borough School District schools within Homer’s city limits; and

WHEREAS, Maintaining high quality public schools is important to the quality of life of the Homer residents; and

WHEREAS, AS 14.17.470 currently states that the base student allocation provided by the State is \$5,960; and

WHEREAS, At current funding levels the State’s base student allocation will only provide 59.5% of fiscal year 2024 Kenai Peninsula Borough School District education funding and local government contributions will make up the majority of the balance; and

WHEREAS, Education is the single largest budgetary item for the Kenai Peninsula Borough; and

WHEREAS, The base student allocation amount per student has slowly degraded due to an upward inflationary trend in the cost of student education; and

WHEREAS, Requiring the Kenai Peninsula Borough to continually increase local contributions to keep pace with rising costs results in decreased spending on other essential programs; and

41 WHEREAS, The Kenai Peninsula Borough School District is facing a \$13.1 million budget
42 deficit for fiscal year 2024, requiring an increase in class size and the elimination of programs
43 important to students and community members; and

44
45 WHEREAS, The State has not made meaningful base student allocation increases since
46 fiscal years 2015 through 2017 totaling an additional amount per student of \$250; and

47
48 WHEREAS, Alaska State Senate members have proposed SB 52 which would increase
49 the base student allocation by \$1,000 and Alaska House State members have proposed HB 65
50 which would increase the base student allocation per student by \$1,250; and

51
52 WHEREAS, On February 28, 2023, the Legislative Finance Division Director stated to the
53 House Finance Committee that “today, the base student allocation is the lowest it’s been in
54 the last 20 years – adjusted for inflation”; and

55
56 WHEREAS, the Kenai Peninsula Borough Assembly adopted Resolution 2023-027 on
57 March 14, 2023, requesting the State of Alaska make a meaningful increase to the base student
58 allocation for public schools.

59
60 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, requests a
61 meaningful increase to the base student allocation for Alaskan students to bridge the fiscal
62 gap created by a lack of inflationary increases to the base student allocation over the last
63 several years.

64
65 BE IT FURTHER RESOLVED that this resolution be sent to Governor Dunleavy, the Kenai
66 Peninsula legislative delegation, the President of the Kenai Peninsula Borough School District
67 Board of Education, the Education Committees of the Alaska House and Alaska Senate, and
68 other interested parties.

69
70 PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 28th day of
71 March, 2023.

72
73 CITY OF HOMER

74
75 _____
76 KEN CASTNER, MAYOR

77 ATTEST:

78
79 _____
80 MELISSA JACOBSEN, MMC, CITY CLERK

81
82 Fiscal Note: N/A

Introduced by: Cox, Elam, Johnson,
Tupper, Ecklund
Date: 03/14/23
Action: Adopted
Vote: 8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2023-027**

**A RESOLUTION REQUESTING THAT THE STATE OF ALASKA MAKE A
MEANINGFUL INCREASE TO THE BASE STUDENT ALLOCATION (BSA) FOR
PUBLIC SCHOOLS**

- WHEREAS,** the State of Alaska is constitutionally obligated to establish and maintain a system of public schools; and
- WHEREAS,** as per AS 29.35.160, the Kenai Peninsula Borough is required to constitute a borough school district and establish, maintain, and operate a system of public schools on an areawide basis; and
- WHEREAS,** AS 14.17.470 currently states that the base student allocation, provided by the State, is \$5,960; and
- WHEREAS,** at current funding levels the State will only provide 59.5% of fiscal year 2024 Kenai Peninsula Borough School District education funding and local government contributions will make up a majority of the balance; and
- WHEREAS,** education is the single largest budgetary item for the Kenai Peninsula Borough; and
- WHEREAS,** the base student allocation amount per student has slowly degraded due to an upward inflationary trend in the cost of student education; and
- WHEREAS,** requiring the Kenai Peninsula Borough to continually increase local contributions to keep pace with rising costs resulting in decreased spending on other essential programs; and
- WHEREAS,** the Kenai Peninsula Borough School District is facing a \$13.1 million budget deficit for FY24 requiring an increase to class size and the elimination of programs important to our students and community members; and
- WHEREAS,** the State has not made meaningful base student allocation increases since fiscal years 2015 through 2017 totaling an additional amount per student of \$250; and

WHEREAS, Alaska State Senate members have proposed Senate Bill 52 which would increase the base student allocation by \$1,000 and Alaska State House members have proposed House Bill 65 which would increase the base student allocation per student by \$1,250; and

WHEREAS, on February 28, 2023, the Legislative Finance Division Director stated to the House Finance Committee that "today, the base student allocation is the lowest it's been in the last 20 years — adjusted for inflation".

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

SECTION 1. That the Assembly requests a meaningful increase to the base student allocation for Alaskan students in an effort to bridge the fiscal gap created by a lack of inflationary increases to the BSA over the last several years.

SECTION 2. That copies of this resolution be sent to Governor Dunleavy and the Kenai Peninsula legislative delegation, the President of the Kenai Peninsula Borough School District Board of Education, the Education Committees of the Alaska House and Alaska Senate, the Finance Committees of the Alaska House and Alaska Senate, and other interested parties.


SECTION 3. That copies of this resolution also be sent to all Kenai Peninsula Borough incorporated cities.

SECTION 4. That this resolution is effective immediately upon adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 14TH DAY OF MARCH, 2023.


Brent Johnson, Assembly President

ATTEST:


Michele Turner, CMC, Acting Borough Clerk



Yes: Chesley, Cox, Ecklund, Elam, Hibbert, Ribbens, Tupper, Johnson

No: None

Absent: Derkevorkian