



# AGENDA ITEM REPORT

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**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.**

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

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## **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





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)**

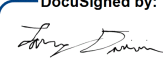

Project Title	Grant Number	ACWA-23-13
Beluga Slough Green Infrastructure Stormwater Management System		
Funding Program		
CWA Section 221 Sewer Overflow and Stormwater Reuse Municipal Grants Program		
Sub-Grant Period of Performance:	3/1/2023-6/30/2024	

**Grantee**

Grantee Name	City of Homer		
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;"> <span>City of Homer</span> <span>(hereinafter 'Grantee') agree as set forth herein.</span> </div>	
<b>Section I.</b>	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.
<b>Section II.</b>	Performance under this Agreement begins upon signature by the Division of Water's Director and ends at Project completion.
<b>Section III.</b>	This Agreement becomes null and void if not signed by the Grantee within 90 days of the Department's signature.
<b>Section IV.</b>	The Agreement consists of this page and the following attachments and appendices, <b>if applicable</b> :
<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**

Federal Funding Agency	Funding Amount
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	

Contributor	Funding Amount
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:*

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

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<b>Total Project Funding</b>	<b>\$</b>	<b>260,489</b>
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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.

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**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

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

**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  
City of Homer  
491 E. Pioneer Avenue  
Homer, AK 99603  
Ph: 907-435-3101  
Email: [jcarroll@ci.homer.ak.us](mailto:jcarroll@ci.homer.ak.us)

**Additional Grantee Project Staff:**

Janette “Jan” Keiser, Director of Public Works  
City of Homer  
491 E. Pioneer Ave  
Homer, AK  
907-435-3141  
[JKeiser@ci.homer.ak.us](mailto:JKeiser@ci.homer.ak.us)

Owen Meyer, Project Technician  
City of Homer  
491 E. Pioneer Avenue  
Homer, AK 99603  
Phone 907-435-3124  
Email: [OMeyer@ci.homer.ak.us](mailto:OMeyer@ci.homer.ak.us)



Jessica McGuire, Accounts Payable  
City of Homer  
491 E. Pioneer Ave  
Homer, AK 99603  
Phone: 907-435-3114  
[JMcGuire@ci.homer.ak.us](mailto:JMcGuire@ci.homer.ak.us)

**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

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## DELIVERABLE SUMMARY TABLE

<b>Task</b>	<b>Deliverable Narrative</b>	<b>Due Date</b>
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 15<sup>th</sup>, 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:**

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

### **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:**

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

### **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:**

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

### **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:**

<b>Deliverable</b>	<b>Due Date:</b>
Corps of Engineers Permit application, permit approval,	<b>June 30, 2023</b>

**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:**

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

## **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

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## **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
<b>Grand Total</b>	<b>\$11,866</b>		<b>\$141,441</b>		<b>\$153,307</b>

**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)	
<b>Personal Services</b>	<b>\$13,429</b>	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	<b>\$10,364</b>	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.	<b>\$23,792</b>
<b>Travel</b>	\$0		\$0		\$0
<b>Contractual</b>	<b>\$7,334</b>	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.	<b>\$73,979</b>	Matching funds from Homer Accelerated Roads and Trails Fund to furnish and install the storm water appurtenance as well as perform the trail work.	<b>\$81,313</b>
<b>Supplies</b>	\$0		\$0		\$0
<b>Equipment</b>	\$0		\$0		\$0
<b>Indirect/Admin</b>	<b>\$2,076.24</b>	Office space for City of Homer special projects manager, public works director, project technician, accounting and administrative staff. Insurance, utilities, and office supplies.	\$0		<b>\$2,076</b>
<b>Other</b>	\$0		\$0		\$0
<b>Grand Total</b>	<b>\$22,839</b>		<b>\$84,343</b>		<b>\$107,182</b>

## **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**

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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


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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

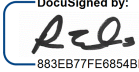
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**Electronic Record and Signature Disclosure:**

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)

DocuSigned by:  
  
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 Signature Adoption: Uploaded Signature Image  
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 ID: 861845b2-4df8-4150-b1ad-c5ec0bfb08a  
 Company Name: State of Alaska

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

DocuSigned by:  
  
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 Signature Adoption: Drawn on Device  
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**Electronic Record and Signature Disclosure:**

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 Company Name: State of Alaska

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**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) <b>Electronic Record and Signature Disclosure:</b> 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;"><b>COPIED</b></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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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](mailto:doa.commissioner@alaska.gov)  
Subject: DocuSign

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# COBLE GEOPHYSICAL SERVICES

P.O. Box 1637

Homer, Alaska

99603-1637

(907) 399-6366

GEOPHYSICAL CONSULTING

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](mailto: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

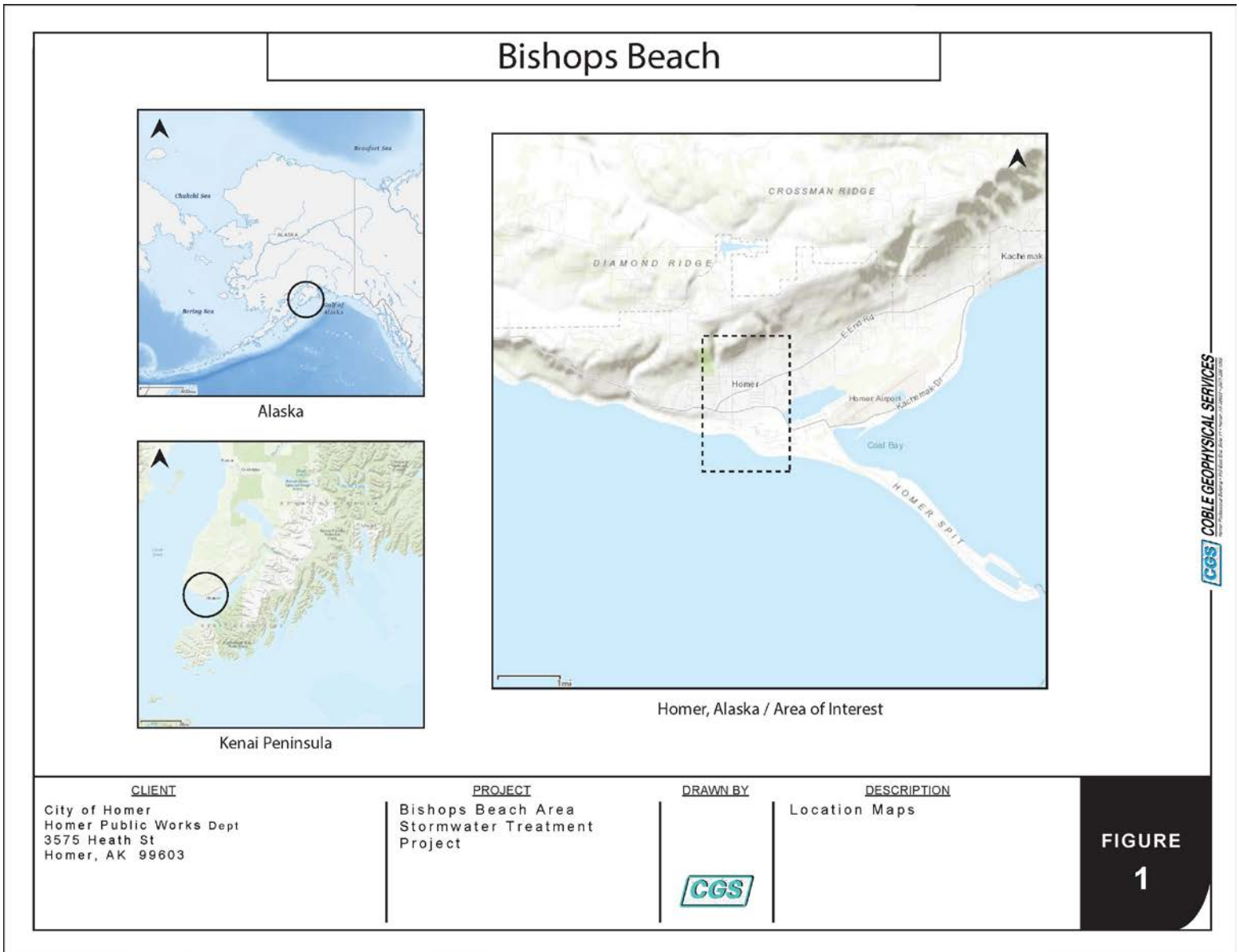
910 East End Rd, Suite #1

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.

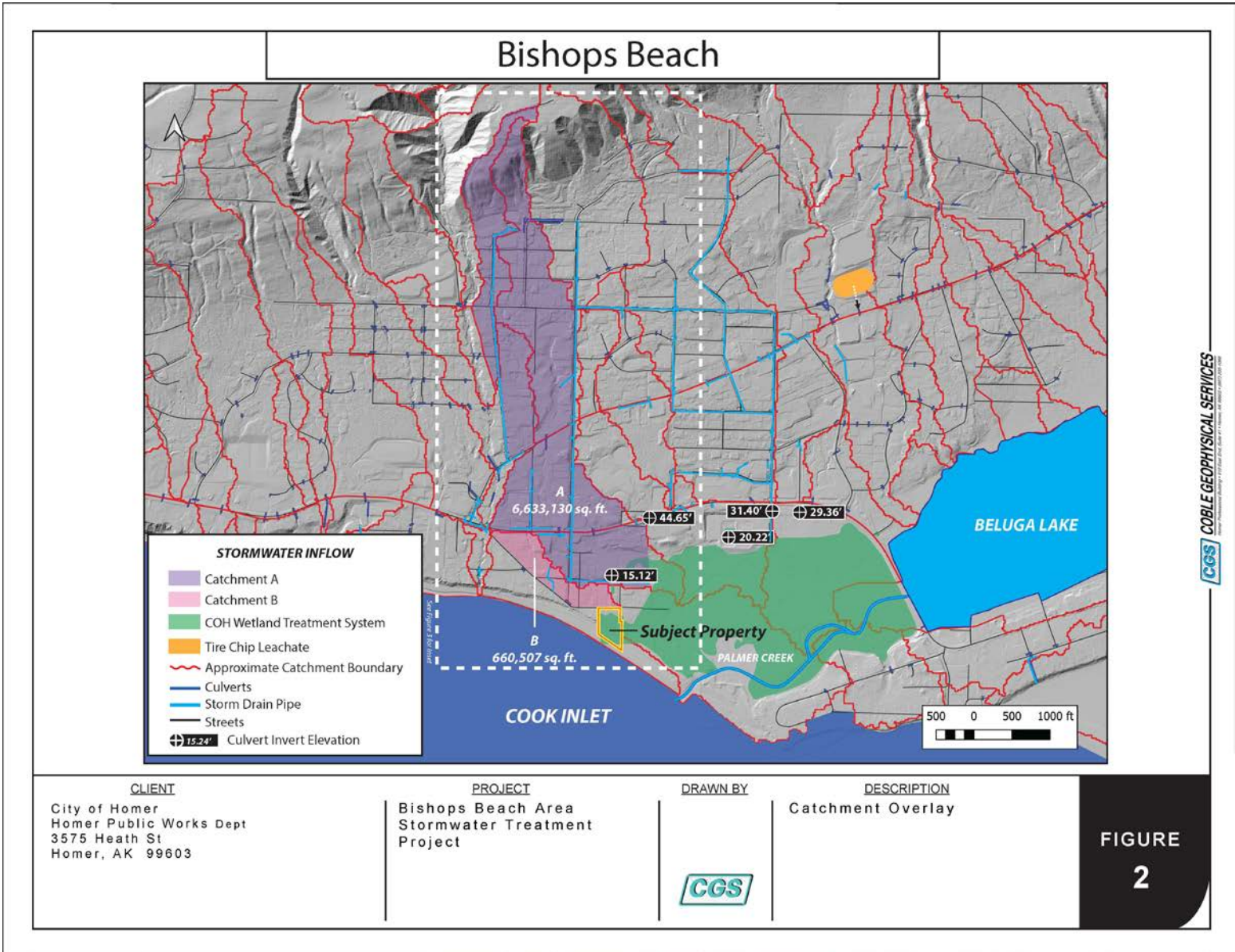


Untreated stormwater from the City of Homer Streets has been discharged into this area for many years.

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.

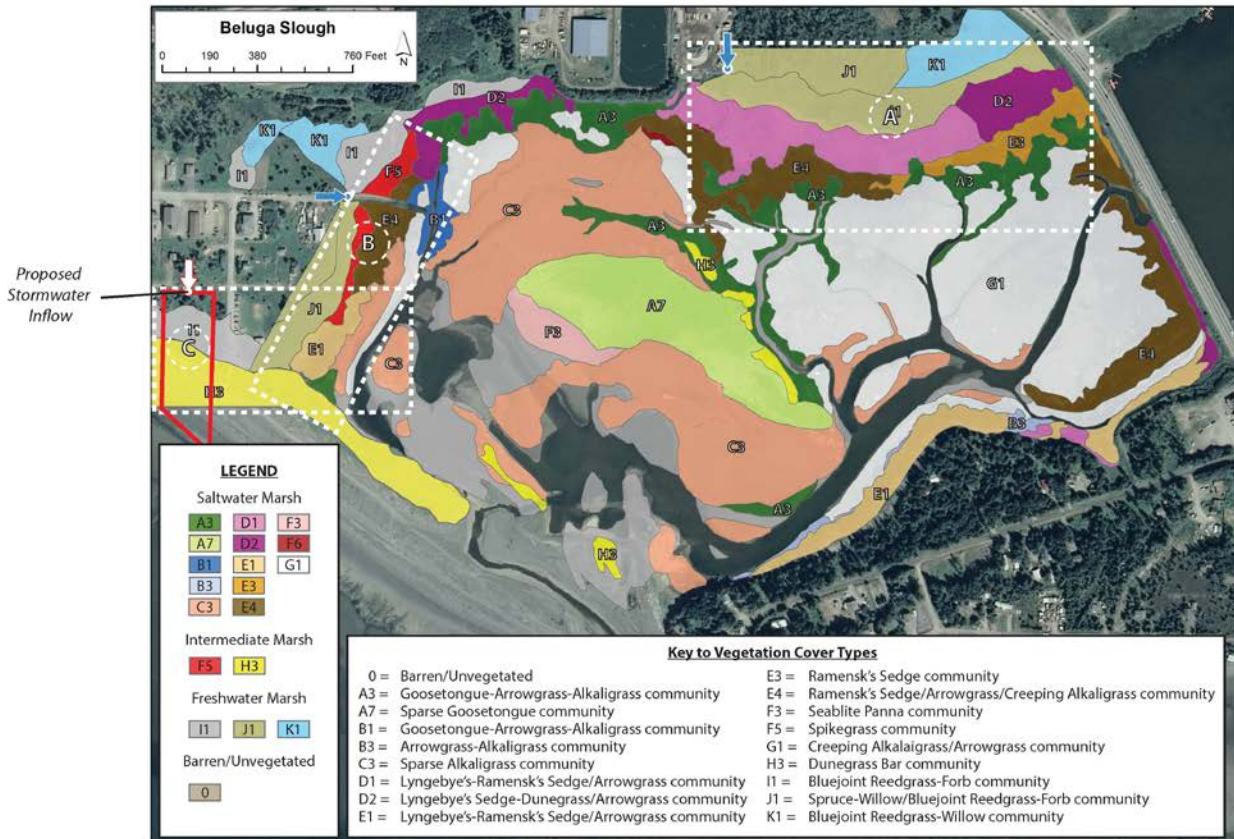
With increased urbanization of Homer, the Beluga Wetlands rose to prominence to become the de facto COH hydrologic and pollutant removal system or water treatment plant for its urban stormwater inputs into that system. The relevant part of those wetlands are shown in Photo 1, and in detail in Figure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

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**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.



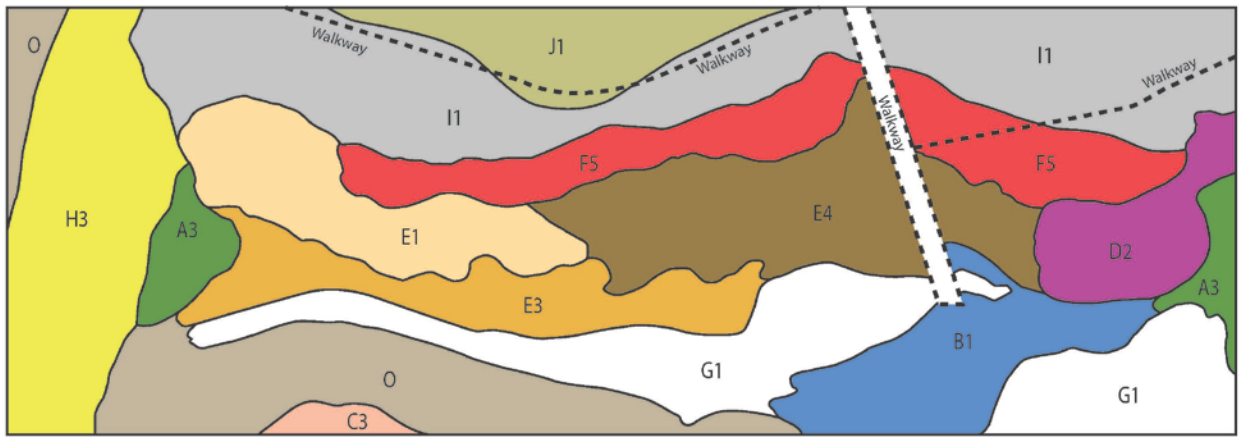
## **Salt Marsh**

**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

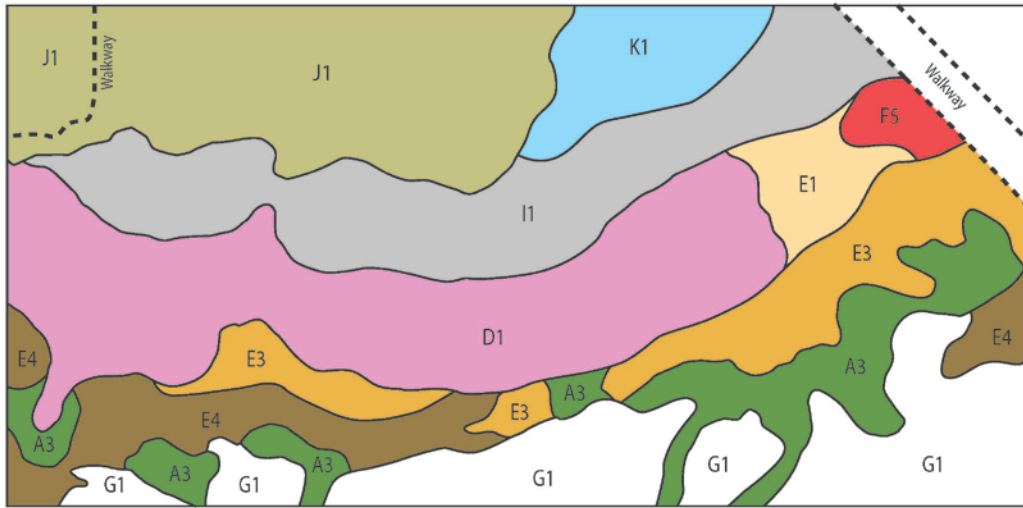


### DESCRIPTION

Section A

FIGURE  
4

# Bishops Beach



**SECTION B**


**Key to vegetation cover types**

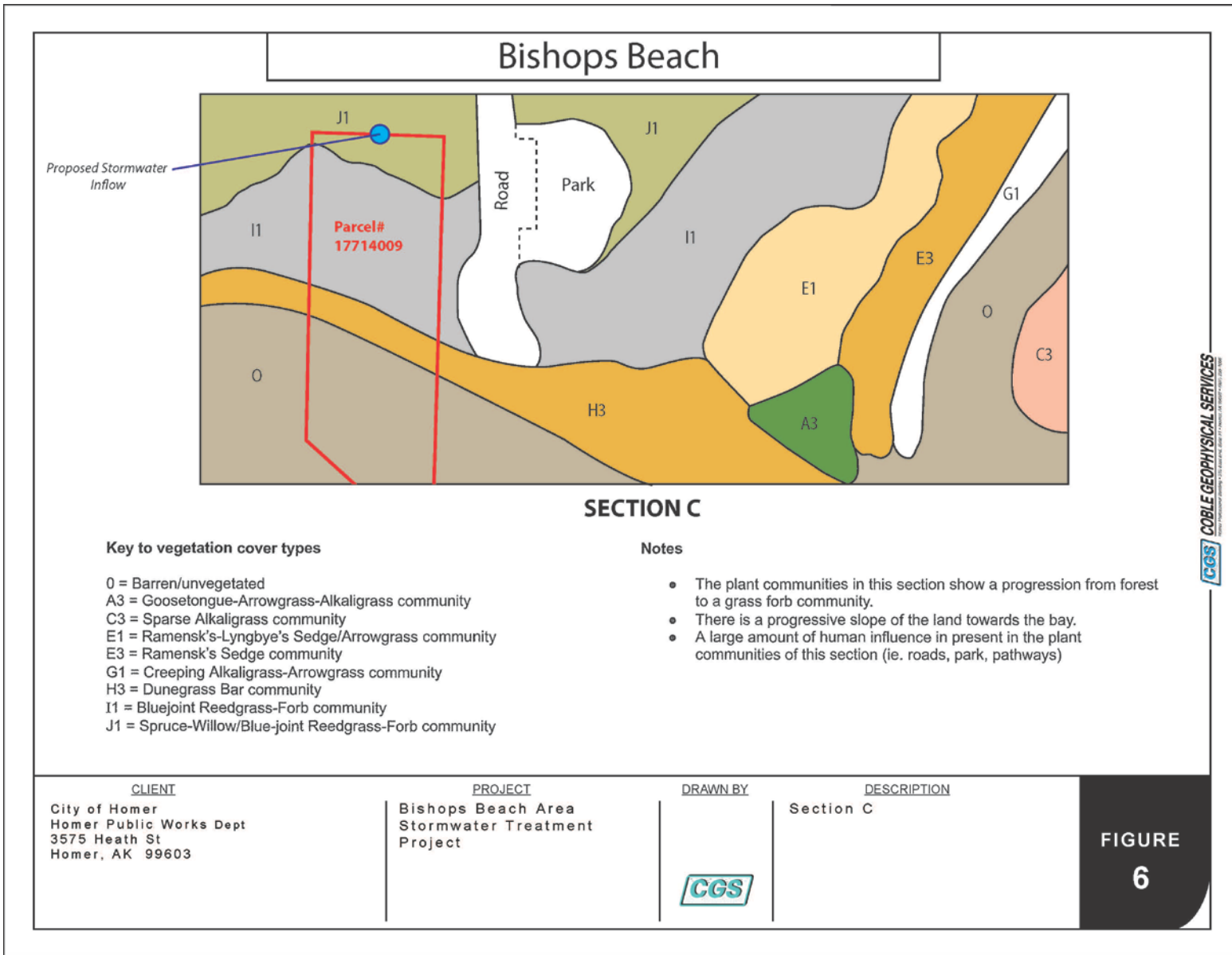
- A3 = Goosetongue-Arrowgrass-Alkaligrass community
- D1 = Lyngbye's-Ramensk's Sedge/Arrowgrass community
- E1 = Ramensk's-Lyngbye's Sedge/Arrowgrass community
- E3 = Ramensk's Sedge community
- E4 = Ramensk's Sedge/Arrowgrass/Creeping Alkaligrass community
- F5 = Spikegrass community
- G1 = Creeping 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.

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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**

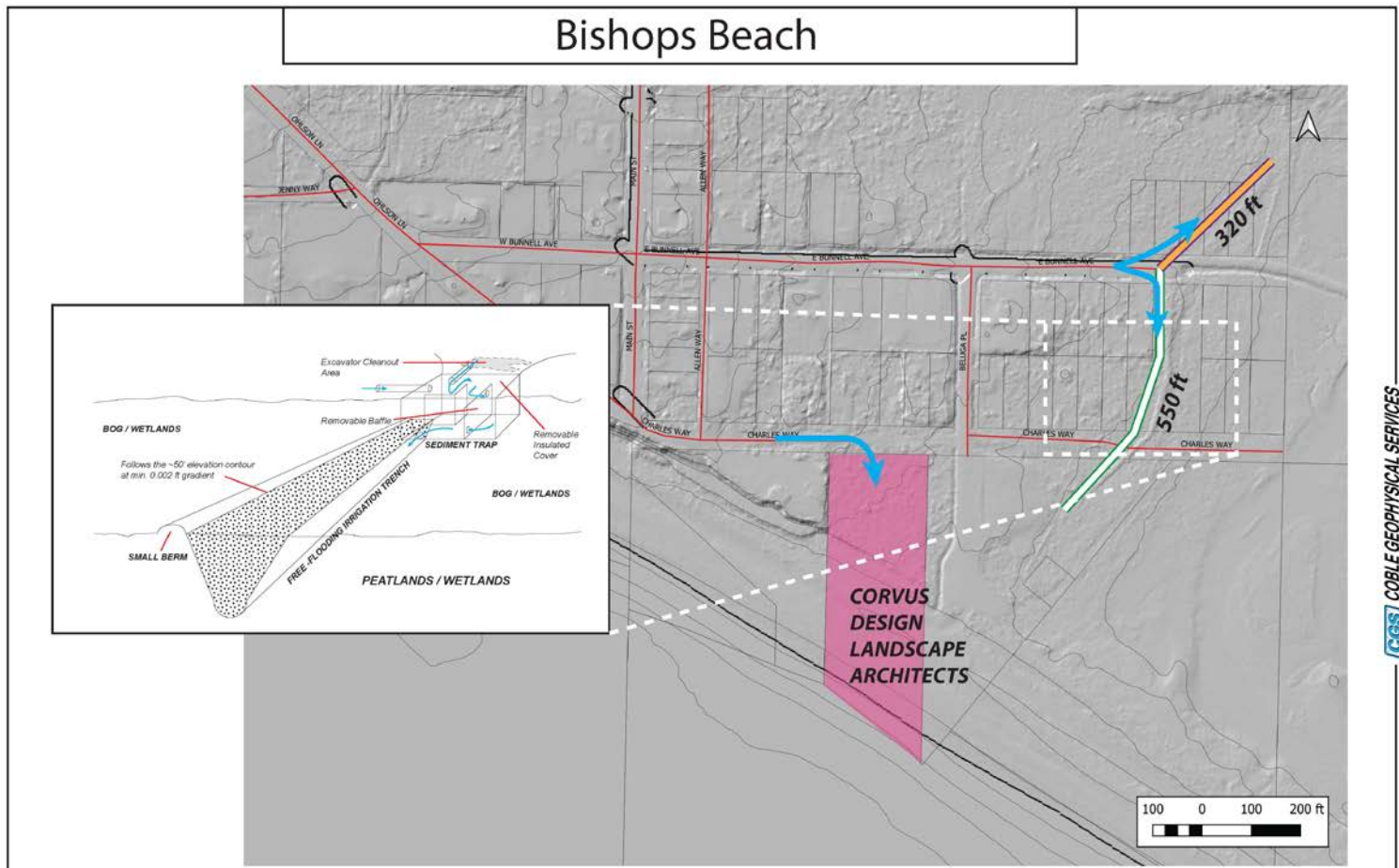
Figure 7 shows the plan to distribute water by open vegetated trench through the USFWS wetlands. The USFWS property this would also be constructed on is very interested this idea should the gravel walkway from the previous system of stormwater discharge be removed, which would allow for the salt marsh 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*

<b>Major Tasks</b>	<b>Material or Project Description</b>	<b>Cost</b>
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

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