

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 25-093

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
A LOAN AGREEMENT WITH THE STATE OF ALASKA DEPARTMENT
OF ENVIRONMENTAL CONSERVATION FOR AN ALASKA CLEAN
WATER STATE REVOLVING FUND LOAN AGREEMENT IN THE NOT
TO EXCEED PRINCIPAL AMOUNT OF \$75,000 FOR THE WATER
MASTER PLAN PROJECT.

WHEREAS, The Homer City Council authorized the City Manager to apply for an ADEC
Clean Water State Revolving Fund Loan for the Water Master Plan with Resolution 23-094; and

WHEREAS, While Resolution 23-094 identifies an ADEC Principal forgiveness subsidy of
\$37,500, the notice of award states the loan is provided with \$75,000 in loan forgiveness; and

WHEREAS, ADEC approved the City's loan application conditioned upon the execution
and delivery of a loan agreement setting forth terms and conditions of the Loan (Loan
Agreement) which shall be in substantially the form presented to and made part of the records
of this meeting; and

WHEREAS, The Loan, referred to by ADEC as ACWF No. 409441, is for an amount not to
exceed the principal amount of \$75,000, with a loan fee of 0.5 percent loan fee to be deducted
from each disbursement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska authorizes
the City Manager to negotiate, execute and deliver the Loan Agreement in the form now
presented at this meeting, but with such changes, modifications, additions and deletions
therein as shall to him be necessary, desirable, or appropriate, the execution thereof to
constitute conclusive evidence of the City's approval of the terms and conditions therein
stated.

BE IT FURTHER RESOLVED by the City Council of Homer, Alaska that the City Manager,
or any other person designated by the City Manager, is hereby authorized to execute and
deliver for an on behalf of the City any and all additional documents or other papers and
perform all such acts as may be deemed necessary or appropriate in order to implement and
carry out the intent and purpose of this Resolution.

43 BE IT FURTHER RESOLVED this Resolution does hereby incorporate by reference as
44 though fully set out herein the Loan Agreement herein above referenced as presented to this
45 meeting. Further, the recitals to this Resolution are hereby made a part of this Resolution,
46 including all defined terms not herein defined.

47
48 BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its
49 passage and approval.

50
51 PASSED AND ADOPTED by the Homer City Council on this 27th day of October, 2025

52
53 CITY OF HOMER

54
55 
56 _____
57 RACHEL LORD, MAYOR

58
59 ATTEST:

60
61 
62 _____
63 ZACH PETTIT, ACTING CITY CLERK

64
65 Fiscal Note: N/A



MEMORANDUM

Resolution 25-093 and 25-094, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Negotiate and Execute Loan Agreements with the Alaska Department of Environmental Conservation for Alaska Clean Water State Revolving Loans in the Not to Exceed Principal Amount of \$75,000 for the Water Master Plan Project and Wastewater Master Plan Project.

City Manager/Public Works Director.

Item Type: Backup Memorandum
Prepared For: City Council
Date: October 22, 2025
From: Melissa Jacobsen, City Manager

The City has received the Alaska Department of Environmental Conservation (ADEC) Clean Water Revolving Loan Agreements for the Water Master Plan and Wastewater Master Plan. Each loan is in the not to exceed amount of \$75,000, provided with \$75,000 principal forgiveness. Each loan has a 0.5 percent loan fee that will be deducted from each disbursement.

Homer's existing Water and Wastewater Master Plans were developed in 2006, with a planning horizon of 20 years.

A Request for Proposals (RFP) has been advertised for Professional Engineer Services for 2025 Water & Wastewater Plan. The 2025 Water & Wastewater Master Plan is an engineering document that will benefit the City's systems. The scope of work includes The project consists of:

Furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to prepare a master plan. This effort will include

- Creating a computer model of the existing water and wastewater system,
- Identifying how service can be most effectively extended into areas not currently served,
- Determining what improvements to the existing system will be needed to support expansion,
- Defining the cost and suggesting a schedule for necessary future capital improvements, and
- Incorporating water and sewer data into the City's GIS information system.
- Evaluating water treatment plant, fire flow transmission, distribution, and storage capacities.
- Evaluating wastewater treatment plant, piped collection system and pump station capacities.
- Computer modeling prepared as part of this plan will allow the City to understand (before development occurs) what impact it will have on the existing wastewater and water system.

Deliverables include

- Report with recommendations

- Maps of existing and future water and wastewater systems
- Computer modeling/GIS database information
- 20-year capital project list with cost estimates

The 2025 Water & Wastewater Master Plan will come to the City Council for review prior to being adopted.

RECOMMENDATIONS: Adopt resolutions to negotiate ADEC loan agreements.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Environmental
Conservation

DIVISION OF WATER
PO Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.6594
Fax: 907.465.5177

October 8, 2025

Melissa Jacobsen
City Manager
City of Homer
491 E. Pioneer Avenue
Homer, Alaska 99603-7624

RE: Loan Agreement No. ACWF 409441-S for Water Master Plan

Dear Melissa Jacobsen:

Enclosed for signature is the loan agreement in the amount of \$75,000 for the Water Master Plan. This loan is provided with \$75,000 in loan forgiveness. A loan fee of 0.5 percent will be deducted from each disbursement.

A resolution to authorize the borrower's execution of the loan agreement is required to be returned to the Department. Please return a copy of the fully signed loan agreement to dec.facilities.grants.loans@alaska.gov or mail a hard copy to the address identified below. The signed original agreement should be retained for your records.

Alaska Department of Environmental Conservation
Division of Water
Attn: State Revolving Loan Program
555 Cordova Street
Anchorage, Alaska 99501

This loan is not effective, and no disbursements will be made until the Department has received a copy of the fully signed agreement. If you have any questions regarding the loan agreement you may contact Young Ha, Program Manager, at 907-269-7544, or Josh Alvey, Project Engineer, at 907-269-1065.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carrie Bohan".

Carrie Bohan
Facilities Programs Manager

Enclosure: ADWF No. 409441-S Water Master Plan Loan Agreement

**Drinking Water State Revolving Fund
Loan Agreement
No. ADWF 409441-S**

Between

**State of Alaska
Department of Environmental Conservation
Division of Water
State Revolving Fund Program**

And

City of Homer

Water Master Plan	
Loan Amount	\$75,000
Subsidy Amount	\$75,000
Loan Fee	0.5%

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Article 1. Loan Terms

This loan agreement (“Agreement”) is made and entered into as of the date of final signature by the Alaska Department of Environmental Conservation (“Department”) and the City of Homer (“Borrower”) as identified in Article 4, and continues in full force and effect until the final day of the Agreement Period. This Agreement is made subject to, and conditional upon, the availability of funds.

1.01 Borrower Information

Borrower Name:	City of Homer
Borrower Mailing Address:	491 E. Pioneer Avenue, Homer, AK 99603-7624
Name of Authorized Signatory:	Melissa Jacobsen, City Manager
Application Resolution Number:	23-094

1.02 Project Description

The Borrower shall use this loan to update the water system portion of the 2006 Water and Sewer Master Plan.

1.03 Loan Amount

\$75,000

1.04 Principal Forgiveness

\$75,000

1.05 Loan Fee

Fec: 0.5%

Article 2. General Terms and Conditions

The Borrower shall comply with all applicable federal, state and local laws, requirements, and ordinances for the planning, design, construction, implementation, and administration of the Project and this Agreement, including but not limited to those identified in the General Terms and Conditions and Attachments.

2.01 Accounting Practices

The Borrower shall separately account for all monies received from the Alaska Drinking Water Fund and shall maintain project accounts in accordance with generally accepted governmental accounting principles. The Department shall have the right to audit Borrower's records related to the Project.

2.02 Timely Use of Funds

- a. Concurrent with the execution and delivery of this Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to complete the Project in a timely manner in accordance with all applicable loan conditions.
- b. The Department will, in its discretion, revoke this Agreement if the Borrower has not initiated (e.g., solicited a design or construction contractor for the project, applied for notice to proceed for construction projects, incurred eligible expenses, etc.) the Project within one year after signing the Agreement.

2.03 Disbursement of Funds

Subject to the terms and conditions of this Agreement, the eligible project costs less other funding sources will be disbursed by the Department upon receipt and approval of Disbursement Requests and Quarterly Project Status Reports.

The Borrower shall submit Disbursement Requests and Quarterly Project Status Reports to the Department via the Division of Water's Online Application System (OASys). OASys may be accessed at the following link: <https://dec.alaska.gov/water/oasys>.

- a. Disbursement Requests and Quarterly Project Status Reports must be submitted to the Department within 30 days following the end of each calendar quarter.
- b. Should the Borrower fail to submit the Quarterly Project Status Reports as required, the Department will not process subsequent Disbursement Requests until a Quarterly Project Status Report is received.
- c. Departmental approvals required by this Agreement will not be unreasonably withheld.

- d. The Department will disburse funds only as necessary to complete the Project. Any funds remaining after completion of the Project will remain in the Alaska Drinking Water Fund.
- e. Borrower shall provide the Department with written evidence of materials and labor furnished to and performed upon the Project and such receipts of the payment of the same, releases, satisfactions and other signed statements and forms as the Department may reasonably require.
- f. The Department may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies.

2.04 Principal Forgiveness

As part of this Agreement, the Department has offered the Borrower \$75,000 of subsidy, in the form of principal forgiveness.

- a. Subsidy will be applied to each disbursement at 100% until all available subsidy has been applied.
- b. If no disbursement request is made within one year, the Department may take action to rescind the subsidy offer.

2.05 Loan Fee

- a. The Department will charge a fixed fee of one-half of one percent (0.5%) of the total amount of financial assistance disbursed. This fee shall be deducted from each disbursement at the time of payment.

2.06 Notification

Any disbursement or repayment made by the Department or Borrower under this Agreement shall be delivered by electronic transfer or by registered or certified mail.

- b. Any disbursement addressed to the Borrower shall be sent to:

Melissa Jacobsen, City Manager
City of Homer
491 E. Pioneer Avenue
Homer, AK 99603-7624

2.07 Compliance with Laws, Regulations, Etc.

The Borrower shall comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations, and requirements to include, but not limited to, the following:

- a. The “List of Federal Laws and Authorities (Federal ‘Cross-Cutting’ Authorities)” as identified in Exhibit “A” and made a part hereof.
- b. Lobbying

No portion of the loan amount may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

- c. Title I – Employment of the Americans with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title I-Employment of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title I of that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

- d. Title II-Public Services of the Americans with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

- e. Title II, Part 35, Section 35.151 of the Americans with Disabilities Act “New Construction and Alterations”

When applicable, the Borrower shall comply with Title II, Part 35, Section 35.151 of the Americans with Disabilities Act “New Construction and Alterations.”

- i. Design and construction: Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.
- ii. Alteration: Each facility or part of a facility altered by, on behalf, of or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.
- iii. Accessibility standards: Design, construction or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR part 101-19.6) or with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28

CFR Part 36) shall be deemed to comply with the requirements of this section with respect to those facilities, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.5(1)(j) of ADAAG shall not apply.

- f. Title III, Part 36, Section 36.401 of the American with Disabilities Act “New Construction”

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.401 of the Americans with Disabilities Act “New Construction.” Except as provided in paragraph (b) and (c) of the Act, discrimination for purposes of this part includes a failure to design and construct facilities for first occupancy after January 26, 1993, that are readily accessible to and usable by individuals with disabilities.

- g. Title III, Part 36, Section 36.402 of the Americans with Disabilities Act “Alterations”

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.402 of the Americans with Disabilities Act “Alterations.”

- i. General: Any alteration to a place of public accommodation or a commercial facility, after January 26, 1992, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.
- ii. Alteration: An alteration is a change to a place of public accommodation or a commercial facility that affects or could affect the usability of the building or facility or any part thereof.
- h. 2 CFR Part 180, Responsibilities of Participants Regarding Transactions

The Borrower shall fully comply with Subpart C of 2 CFR Part 180, entitled “Responsibilities of Participants Regarding Transactions.” The Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Borrower acknowledges that failing to disclose the information required under 2 CFR Part 180 may result in the delay or negation of this assistance Agreement, or pursuance of legal remedies, including suspension and debarment.

2.08 Project Completion

Nothing contained in this Agreement shall be construed as an obligation or pledge of the Borrower to appropriate or expend general funds or revenues of the Borrower to repay the Subsidy, or operate or maintain the Project Facility.

2.09 Amendments and Modifications

This Agreement may only be modified or amended in writing and executed by the authorized representatives of all parties to this Agreement.

2.10 Loan Repayment

In the event that the subsidy is revoked per Section 2.02(b), this Agreement may be amended to include loan repayment conditions.

2.11 Disputes

The Borrower shall raise any concerns or issues it may have regarding the Project with the Department promptly and prior to project completion. If those concerns or issues are not satisfactorily resolved, the Borrower shall promptly give written notice to the Department with a detailed description of the continuing concerns or issues. Jurisdiction and venue for any legal dispute shall be in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, and in no other court or location. In the event of a legal dispute, both parties knowingly and voluntarily waive their right to trial by jury (including any advisory jury) and elect to have the dispute tried only to a judge. In the event of litigation, the prevailing party shall be entitled to an award of its reasonable, actual attorney's fees and costs of litigation. Each party has had an opportunity to review this Agreement with legal counsel of its choosing (or waived such opportunity), therefore this Agreement shall not be interpreted in favor of either party. This Agreement shall be governed by the laws of the State of Alaska.

2.12 Termination

The Department may cancel all or any part of this Agreement if:

- a. Any representation or other statement made by the Borrower to the Department in connection with its application for a loan from the Alaska Drinking Water Fund is incorrect or incomplete in any material respect;
- b. The Borrower has violated commitments made in the Approved Application and supporting documents, has not adhered to the regulations of the Alaska Drinking Water Fund (18 AAC 76), has violated any of the terms of this Agreement; or
- c. The financial position of the Borrower has, in the opinion of the Department, suffered a materially adverse change.

2.13 Indemnification

The Borrower shall defend with counsel of the Department's choosing, indemnify, and hold harmless the Department and the State of Alaska, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this funding or the Project for which the funding is made, howsoever caused, except to the extent that such claims, demands, causes

of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of employees or agents of the Department or the State of Alaska.

2.14 Change of Ownership

The Borrower may not sell, transfer, assign, or encumber any of its rights, obligations, or assets related to this loan or Project without express prior written consent of the Department. If the Borrower intends to sell, transfer, assign, or encumber any of the rights, obligations, or assets related to the loan or Project, it must provide the Department with at least 60 days written notice prior to the sale, transfer, assignment, or encumbrance.

If the Department has not consented to the sale, transfer, assignment, or encumbrance of the rights, obligations, or assets related to the loan or Project, upon that sale, transfer, assignment, or encumbrance, and at the Department's sole discretion, the loan may be immediately due and payable in full. Alternatively, at the Department's sole discretion, the Department may approve the new owner to take on the rights, obligations, or assets related to the loan or Project, contingent upon successful approval by the Department of the same Financial Capacity Assessment and approvals that the original Borrower was subject to. In the event of any sale, transfer, or assignment of the rights, obligations, or assets related to the loan or Project, the Project must continue to adhere to the project description as outlined in the original loan agreement.

In all cases, the owner of the rights, obligations, or assets related to the loan or Project must maintain the Project for the life of the Project.

Article 3. Definitions

Except where the context clearly indicates otherwise, terms used in this Agreement will have the meaning ascribed to them in this section.

- a. “Approved Application” means the application submitted to the Department on August 22, 2025, together with all attachments and supporting documentation, as approved by the Department.
- b. “Agreement Period” means the time period commencing on the date this Agreement is signed by the Department’s Finance Officer and terminating on the date the Borrower repays the loan in full.
- c. “Eligible Project Costs” include the following costs disbursed from the Alaska Drinking Water Fund, estimated to not exceed \$75,000 for engineering, surveys, plans, estimates, specifications, necessary insurance, financial and environmental investigations, laboratory testing, resident engineering, force account, legal expenses, and any other necessary miscellaneous expenditures, minus the amount of any grant applicable foregoing costs.
- d. “Project” means the activities or documents described in Article 1.02.
- e. “Project Facility” means the water treatment plant, distribution system, or related facilities in which Project activities are occurring.
- f. “Subsidy” means principal forgiveness awarded under this Agreement.

Article 4. Signatures

This Agreement is binding upon the parties specified below, and to any person, office, or board succeeding either of the parties. This Agreement may not be assigned by the Borrower without written consent of the Department.

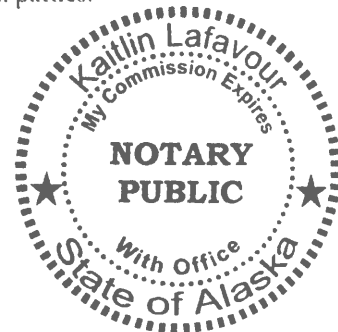
Nothing in this Agreement, whether or not accepted, may be deemed to constitute a contractual obligation on the part of the Department until the Agreement is signed by all parties.

Alaska Department of Environmental Conservation

By: _____

Carrie Bohan

Carrie Bohan, Facilities Programs Manager
Division of Water



ACKNOWLEDGEMENT STATE OF ALASKA First Judicial District

The foregoing instrument was acknowledged before me this 8th day of October, 2025

Kaitlin Lafavour

Notary Public, State of Alaska

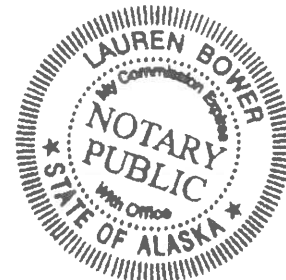
My commission expires: with office

Alaska Department of Environmental Conservation

By: _____

Cathy Dallaire

Cathy Dallaire, Administrative Operations Manager
Division of Administrative Services



ACKNOWLEDGEMENT STATE OF ALASKA First Judicial District

The foregoing instrument was acknowledged before me this 8th day of October, 2025

[Signature]

Notary Public, State of Alaska

My commission expires: with office

City of Homer

By: _____
Melissa Jacobsen
City Manager

**ACKNOWLEDGEMENT
STATE OF ALASKA
Third Judicial District**

The foregoing instrument was acknowledged before me this _____ day of _____, 2025

Notary Public, State of Alaska
My commission expires: _____

Exhibit “A” – List of Federal Laws and Authorities (FEDERAL CROSS-CUTTING AUTHORITIES)

Environmental and Cultural Authorities:

- Archeological and Historic Preservation Act of 1974, Public Law 93-291
- Archeological Resources Protection Act, Public Law 96-95 as amended
- Bald and Golden Eagle Protection Act, 16 U.S.C. 668-668c
- Clean Air Act, Public Law 95-95, as amended
- Clean Water Act, Public Law 92-50, as amended
- Coastal Barriers Resources Act, Public Law 97-348
- Coastal Zone Management Act of 1972, Public Law 92-583, as amended
- Consultation and Coordination with Indian Tribal Governments, Executive Order 13175
- Endangered Species Act, Public Law 93-2015 as amended
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Public Law 94-265, as amended
- Farmland Protection Policy Act, Public Law 97-98
- Fish and Wildlife Coordination Act, Public Law 85-624, as amended
- Floodplain Management, Executive Order 11988, as amended by Executive Order 13690
- Marine Mammal Protection Act, 16 U.S.C. 1361
- Migratory Bird Treaty Act, 16 U.S.C. 703
- National Historic Preservation Act of 1966, Public Law 89-665
- Native American Graves Protection and Repatriation Act, Public Law 101-601
- Protection and Enhancement of the Cultural Environment, Executive Order 11593
- Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608
- Rivers and Harbors Act, 33 U.S.C. 403
- Safe Drinking Water Act, Public Law 93-523, as amended
- Wild and Scenic Rivers Act, Public Law 90-542

Social Policy Authorities:

- Age Discrimination Act of 1975, Public Law 94-135
- Title VI of the Civil Rights Act of 1964, Public Law 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Public Law 93-112
- Disadvantage Business Enterprise Provisions
 - Promoting the Use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138, and 12432
 - Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
 - Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies appropriations Act of 1993, Public Law 102-389

Economic Authorities:

- Procurement Prohibitions Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, included Executive Order 11738, Administration of the Clean Water Act with Respect to Federal Contracts, Grants, or Loans
- Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended

Miscellaneous Authority:

- Debarment and Suspension, Executive Order 12549
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646 as amended
- Preservation of Open Competition and Government Neutrality Towards Government contractors' Labor Relations on Federally Funded Constructed Projects, Executive Order 13202, as amended by Executive Order 13208
- Prohibition Against Sex Discrimination Under the Federal Water Pollution Control Act, Section 13 of Public Law 92-500
- 40 CFR Part 34, New Restrictions on Lobbying