



# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Agenda Assembly

*Brent Hibbert, President*  
*Brent Johnson, Vice President*  
*Jesse Bjorkman*  
*Kenn Carpenter*  
*Lane Chesley*  
*Tyson Cox*  
*Richard Derkevorkian*  
*Willy Dunne*  
*Bill Elam*

---

Tuesday, August 17, 2021

6:00 PM

Betty J. Glick Assembly Chambers

---

**Zoom ID: 938 6524 5999 Passcode: 886199**

Zoom ID: 938 6524 5999 Passcode: 886199

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

*Any invocation that may be offered at the beginning of the assembly meeting shall be a voluntary offering of a private person, to and for the benefit of the assembly. No member of the community is required to attend or participate in the invocation.*

[Clerk's Note: The invocation will be offered by Debbie Hamilton.]

### ROLL CALL

### COMMITTEE REPORTS

### APPROVAL OF AGENDA AND CONSENT AGENDA

*(All items listed with an asterisk (\*) are considered to be routine and non-controversial by the Assembly and will be approved by one motion. Public testimony will be taken. There will be no separate discussion of these items unless an Assembly Member so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.)*

**ACTION ITEMS CURRENTLY ON CONSENT AGENDA:**

KPB 3428 - August 3, 2021 Regular Assembly Meeting Minutes  
Resolution 2021-060 – Remote Sales Tax Levied Services  
Resolution 2021-061 – Laerdal Medical Sole Source  
Resolution 2021-062 – Retention Schedule Update  
Resolution 2021-063 – Encouraging Election Participation  
Resolution 2021-064 – Spruce Bark Beetle Joint Reso  
Ordinance 2021-19-10 - \$18,000 for Incident Training  
Ordinance 2021-33 – Late File Farm Use Exemption  
KPB 3423 – Bird Homestead Golf Course Liquor License

**ACTION ITEMS ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:**

Ordinance 2020-19-37 - Record FY21 PERS Expenditures  
Ordinance 2021-19-06 – Appropriating Funds Outside Legal Counsel for Appeal  
Ordinance 2021-19-07 – Appropriating \$330,000 Insurance Premium  
Ordinance 2021-19-08 – Accepting \$11,403,341 American Rescue Plan  
Ordinance 2021-19-09 – WESA Water Fill Site Project  
Ordinance 2021-29 - Late Filed Senior Exemption  
Ordinance 2021-30 – Late Filed Non-Profit Exemption  
Ordinance 2021-31 – Amending Master Lease ADT and Public Facilities  
Ordinance 2021-32 – Authorizing Lease with Cozy Inn, Kenai

**APPROVAL OF MINUTES**

- \*1. [KPB-3428](#) August 3, 2021 Regular Assembly Meeting Minutes

*Attachments:* [August 3, 2021 Regular Assembly Meeting Minutes](#)

**COMMENDING RESOLUTIONS AND PROCLAMATIONS****PRESENTATIONS WITH PRIOR NOTICE**

*(20 minutes total)*

1. [KPB-3429](#) Central Peninsula General Hospital Quarterly Report

**PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

*(3 minutes per speaker; 20 minutes aggregate)*

**ITEMS NOT COMPLETED FROM PRIOR AGENDA****PUBLIC HEARINGS ON ORDINANCES**

*(Testimony limited to 3 minutes per speaker)*

## Ordinances referred to Finance Committee

1. [2020-19-37](#) An Ordinance to Record FY2021 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough toward the Borough's Unfunded PERS Liability (Mayor)  
  
*Attachments:* [Ordinance 2020-19-37](#)  
[Amendment Memo 081721](#)  
[Final PERS Statement](#)  
[Memo](#)  
[State of Alaska Letter](#)
  
2. [2021-19-06](#) An Ordinance Appropriating Funds to the Legal Department for the Costs and Fees Associated with Hiring Outside Counsel to Represent the Kenai Peninsula Borough in an Appeal from an Administrative Agency (Mayor)  
  
*Attachments:* [Ordinance 2021-19-06](#)  
[Memo](#)
  
3. [2021-19-07](#) An Ordinance Appropriating \$330,000 from the Insurance and Litigation Unrestricted Net Position for Additional Cost of Insurance Premium for FY2022 (Mayor)  
  
*Attachments:* [Ordinance 2021-19-07](#)  
[Memo](#)  
[HR Insurance Rates Response](#)
  
4. [2021-19-08](#) An Ordinance Approving and Accepting \$11,403,341 from the U.S. Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act of 2021 (Mayor)  
  
*Attachments:* [Ordinance 2021-19-08](#)  
[Memo](#)  
[Quick Reference Guide](#)
  
5. [2021-19-09](#) An Ordinance Appropriating Funds for the Construction of the Western Emergency Service Area Emergency Fire Water Fill Site Project (Mayor)  
  
*Attachments:* [Ordinance 2021-19-09](#)  
[Memo](#)

6. [2021-29](#) An Ordinance Authorizing the Assessor to Accept One Late-Filed Senior Exemption Application for 2021 Filed After March 31 and Providing an Exception to KPB 5.12.040(B) (Mayor)

Attachments: [Ordinance 2021-29](#)  
[Memo](#)  
[Reid Late Filed Application](#)

7. [2021-30](#) An Ordinance Authorizing the Assessor to Accept One Late-Filed Religious Exemption Application for 2021 and Providing an Exception to KPB 5.12.040(B) (Mayor)

Attachments: [Ordinance 2021-30](#)  
[Memo](#)

Ordinances referred to Lands Committee

8. [2021-31](#) An Ordinance Authorizing an Amendment to a Master Land Lease Development Agreement with Alaska Department of Transportation and Public Facilities in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing to Include a Staging Area at Tract C Quartz Creek Subdivision and Appraisal Provisions (Mayor)

Attachments: [Ordinance 2021-31](#)  
[Memo](#)  
[DOT - Quartz Master Lease Amendment](#)  
[DOT - Master Lease Attachments 3&4](#)

9. [2021-32](#) An Ordinance Authorizing a Negotiated Lease at Fair Market Value with Edward and Kathleen Martin, dba Cozy Inn, in Kenai for a Parking Area (Mayor)

Attachments: [Ordinance 2021-32](#)  
[Amendment Memo 081721](#)  
[Lease Rental Rate 081721](#)  
[Memo](#)  
[Cozy Inn Lease](#)  
[Cozy Inn Lease Map](#)  
[Cozy Inn Development Plan](#)

**UNFINISHED BUSINESS**

**NEW BUSINESS**

## 1. Resolutions

## Resolutions referred to Finance Committee

- \*a. [2021-060](#) A Resolution Supporting the Alaska Remote Sellers Sales Tax Commission's Proposed Interpretation of the Definition of Point of Delivery as it Relates to Sourcing for Sales Levied on Services (Mayor)

Attachments: [Resolution 2021-060](#)  
[Memo](#)  
[Reference Copy 2019-056](#)

- \*b. [2021-061](#) A Resolution Authorizing the Kenai Peninsula Borough Mayor to Enter into a Sole Source Contract with Laerdal Medical Corporation for the Purchase of EMS Training Simulator Mannequins (Mayor)

Attachments: [Resolution 2021-061](#)  
[Memo](#)

## Resolutions referred to Policies and Procedures Committee

- \*c. [2021-062](#) Approving a Quarterly Update to the Borough Retention Schedule (Hibbert at the Request of the Borough Clerk)

Attachments: [Resolution 2021-062](#)  
[Memo](#)  
[911 Communications Amendment](#)  
[Finance Cash Management Amendment](#)  
[Finance Sales Tax Amendment](#)  
[Human Resources Amendment](#)  
[Risk Management Amendment](#)

## Resolutions referred to Legislative Committee

- \*d. [2021-063](#) A Resolution Encouraging all Qualified Residents to Participate Fully in the 2021 Kenai Peninsula Borough Elections (Dunne, Bjorkman)

Attachments: [Resolution 2021-063](#)  
[Memo](#)  
[Reference Copy Ordinance 2021-18](#)

- \*e. [2021-064](#) A Resolution Adopting Joint Resolution No. 2021-002 of the Assembly of the Kenai Peninsula Borough and Councils of the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna, Supporting a Request for Federal Aid Submitted by the Kenai Peninsula Borough to Alaska's U.S. Congressional Delegation for the Purpose of Spruce Bark Beetle Mitigation (Mayor)

*Attachments:* [Resolution 2021-064](#)  
[Memo](#)  
[Joint Resolution](#)

## 2. Ordinances for Introduction

Ordinances for Introduction and referred to the Finance Committee

- \*a. [2021-19-10](#) An Ordinance Accepting and Appropriating an Additional \$18,000 from the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management for Incident Management Training (Mayor) (Hearing on 09/07/21)

*Attachments:* [Ordinance 2021-19-10](#)  
[Memo](#)  
[Grant Award Amendment Letter](#)

- \*b. [2021-33](#) An Ordinance Authorizing the Assessor to Accept One Late Filed Farm Use Deferment Application for 2021 and Providing an Exception to KPB 5.12.040(B) (Mayor) (Hearing on 09/07/21)

*Attachments:* [Ordinance 2021-33](#)  
[Memo](#)  
[Applicaiton](#)

## 3. Other

- \*a. [KPB-3423](#) Approving a Letter of Non-Objection to the Issuance of the New Liquor License as Requested by Bird Homestead Golf Course, License No. 5976

*Attachments:* [5976 - Complete Application](#)  
[5976 - Memo to Assembly](#)  
[5976 - Planning Memo to Assembly](#)  
[5976 - Aerial Map](#)

## MAYOR'S REPORT

[KPB-3430](#) Mayor's Report Cover Memo

Attachments: [Cover Memo](#)

1. Assembly Requests/Responses - None

2. Agreements and Contracts

a. [KPB-3431](#) Authorization to Award a Contract for ITB21-035 Kwechak Creek Maintenance to Andrews and Sons, LLC., Seward, AK

Attachments: [Authorization to Award Contract ITB21-035](#)

b. [KPB-3432](#) Human Resources / Insight Sole Source Waiver

Attachments: [Human Resources Sole Source](#)

c. [KPB-3433](#) Hutler Road CIP (S7HLR) Budget

Attachments: [Hutler Road CIP](#)

3. Other

a. [KPB-3434](#) Litigation Status Report - Quarter Ending 06/30/21

Attachments: [Litigation Status Report](#)

## **PUBLIC COMMENTS AND PUBLIC PRESENTATIONS**

### **ASSEMBLY COMMENTS**

### **PENDING LEGISLATION**

*(This item lists legislation which will be addressed at a later date as noted.)*

1. [2021-28](#) An Ordinance Authorizing a Lease to Robert Gibson, dba Alaska Land and Cattle Company of Approximately 280 Acres of Borough Land in the Basargin Road Area for Agricultural Use (Mayor) (Postponed to 09/07/21)

Attachments: [Ordinance 2021-28](#)

[Memo](#)

[Advisory Board Recommendations 080321](#)

[Ak Land & Cattle MAP](#)

[AK Land & Cattle Rate MAP](#)

[Lease](#)

[Farm and Rangeland Development Plan](#)

## INFORMATIONAL MATERIALS AND REPORTS

### ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. September 7, 2021 Regular Assembly Meeting  
6:00 PM Betty J. Glick Assembly Chambers  
Borough Administration Building  
Remote participation available through Zoom Meeting ID: 938 6524 5999 Passcode: 886199

### ADJOURNMENT

*This meeting will be broadcast on KDLL-FM 91.9 (Central Peninsula), KBBI-AM 890 (South Peninsula), K201AO(KSKA)-FM 88.1 (East Peninsula).*

*The meeting will be held through Zoom, the Meeting ID: 938 6524 5999 Passcode: 886199 and in-person from the Betty J. Glick Assembly Chambers, Borough Administration Building, Soldotna, Alaska. COVID-19 mitigation protocols will be observed. To join the meeting from a computer, visit <https://zoom.us/j/93865245999>. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 938 6524 5999 Passcode: 886199. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at [kpb.us](http://kpb.us): "Meeting and Public Notices" "Current Assembly Agenda".*

*Copies of the agenda and ordinances to be considered can be viewed on the website referenced above or at the Public Bulletin Board located on the window right of the double doors in the back of the Borough Administration Building. For further information, please call the Clerk's Office at 714-2160 or toll free within the Borough at 1-800-478-4441, Ext. 2160. Visit our website at [www.kpb.us](http://www.kpb.us) for copies of the agenda, meeting summaries, ordinances and resolutions.*





# Kenai Peninsula Borough

144 North Binkley Street  
Soldotna, AK 99669

## Meeting Minutes

### Assembly

*Brent Hibbert, President*

*Brent Johnson, Vice President*

*Jesse Bjorkman*

*Kenn Carpenter*

*Lane Chesley*

*Tyson Cox*

*Richard Derkevorkian*

*Willy Dunne*

*Bill Elam*

---

Tuesday, August 3, 2021

6:00 PM

Betty J. Glick Assembly Chambers

---

**Zoom ID: 938 6524 5999 Passcode: 886199**

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

[Clerk's Note: The invocation was given by Keith Hamilton.]

### ROLL CALL

**Present:** 9 - Jesse Bjorkman, Kenn Carpenter, Tyson Cox, Willy Dunne, Brent Hibbert, Brent Johnson, Richard Derkevorkian, Bill Elam, and Lane Chesley

Also present were:

Charlie Pierce, Borough Mayor

Aaron Rhoades, Chief of Staff

Brandi Harbaugh, Borough Finance Director

Patty Burley, Acting Borough Attorney

Johni Blankenship, Borough Clerk

Michele Turner, Deputy Borough Clerk

### COMMITTEE REPORTS

Assembly Member Cox stated the Finance Committee met and discussed its agenda items.

Assembly Member Derkevorkian stated the Lands Committee met and discussed its agenda items.

Assembly Member Bjorkman stated the Policies and Procedures Committee met and

discussed its agenda items.

## APPROVAL OF AGENDA AND CONSENT AGENDA

- [KPB-3387](#) July 6, 2021 Regular Assembly Meeting Minutes  
approved.
- [KPB-3389](#) A Resolution Commending Lydia Jacoby for Winning a Gold Medal in the Women's 100-Meter Breast Stroke During the Tokyo Olympic Games (Mayor, Carpenter, Elam)  
**This Commending Resolution was adopted.**
- [2021-19-04](#) An Ordinance Appropriating Funding from the Central Peninsula Hospital Plant Replacement and Expansion Fund for the Central Peninsula Hospital Hot Lab Upgrade to ISO Cleanroom Project (Mayor)  
[Clerk's Note: A new eighth Whereas clause was added to read, "the estimated amount also includes design development costs incurred to date for which CPGH Inc. will be reimbursed;  
Section 3 to read, "This ordinance takes effect [IMMEDIATELY UPON ITS ENACTMENT] retroactively on June 21, 2021."]  
**This Budget Ordinance was enacted as amended.**
- [2021-27](#) An Ordinance Authorizing WISP Tower and Ground Lease Agreement at Certain Locations with SpitwSpots, Inc. (Mayor)  
**This Ordinance was enacted**
- [2021-058](#) A Resolution Modifying the Scope of the Existing Central Emergency Services Self-Contained Breathing Apparatus Capital Improvement Project (Mayor)  
**This Resolution was adopted.**
- [2021-059](#) A Resolution Accepting the Donation of a 1992 Pierce Lance Rescue Vehicle from the City of Kodiak on Behalf of Western Emergency Service Area (Mayor)  
**This Resolution was adopted.**
- [2020-19-37](#) An Ordinance to Record FY2021 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough toward the

Borough's Unfunded PERS Liability (Mayor)

**This Budget Ordinance was introduced and set for public hearing.**

[2021-19-06](#) An Ordinance Appropriating Funds to the Legal Department for the Costs and Fees Associated with Hiring Outside Counsel to Represent the Kenai Peninsula Borough in an Appeal from an Administrative Agency (Mayor)

**This Budget Ordinance was introduced and set for public hearing.**

[2021-19-07](#) An Ordinance Appropriating \$330,000 from the Insurance and Litigation Unrestricted Net Position for Additional Cost of Insurance Premium for FY2022 (Mayor)

**This Budget Ordinance was introduced and set for public hearing.**

[2021-19-08](#) An Ordinance Approving and Accepting \$11,403,341 from the U.S. Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act of 2021 (Mayor)

**This Budget Ordinance was introduced and set for public hearing.**

[2021-19-09](#) An Ordinance Appropriating Funds for the Construction of the Western Emergency Service Area Emergency Fire Water Fill Site Project (Mayor)

**This Budget Ordinance was introduced and set for public hearing.**

[2021-29](#) An Ordinance Authorizing the Assessor to Accept One Late-Filed Senior Exemption Application for 2021 Filed After March 31 and Providing an Exception to KPB 5.12.040(B) (Mayor)

**This Ordinance was introduced and set for public hearing.**

[2021-30](#) An Ordinance Authorizing the Assessor to Accept One Late-Filed Religious Exemption Application for 2021 and Providing an Exception to KPB 5.12.040(B) (Mayor)

**This Ordinance was introduced and set for public hearing.**

[2021-31](#) An Ordinance Authorizing an Amendment to a Master Land Lease Development Agreement with Alaska Department of Transportation and Public Facilities in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing to Include a Staging Area at Tract C Quartz Creek Subdivision and Appraisal Provisions (Mayor)

**This Ordinance was introduced and set for public hearing.**

[2021-32](#) An Ordinance Authorizing a Negotiated Lease at Fair Market Value with Edward and Kathleen Martin, dba Cozy Inn, in Kenai for a Parking Area (Mayor)

**This Ordinance was introduced and set for public hearing.**

[KPB-3308](#) Approving the Issuance of a Letter of Non-Objection to the Marijuana Control Board Regarding the New Marijuana Concentrate Manufacturing Facility, License 27520 filed by Purgatory Cannabis, Subject to the Standard Conditions.

[Clerk's Note: Standard Conditions for Commercial Marijuana Facilities are as follows: 1. The marijuana establishment shall conduct their operation consistent with the site plan submitted to the Kenai Peninsula Borough. 2. There shall be no parking in the borough rights-of-way generated by the marijuana establishment. 3. The marijuana establishment shall remain current in all Kenai Peninsula Borough tax obligations consistent with KPB 7.30.020 (A).]

**approved.**

[KPB-3358](#) Petition to Vacate a Portion of C St. Right-of-way Adjoining Lot 1 Block 2 and Lot 3 Block 3 as Dedicated on US Survey No. 4901 Tracts A through D, Townsite of English Bay Plat SL 71-62. KPB File 2021-085V. (Mayor)

[Clerk's Note: The Planning Commission approved the referenced petition to vacate at its July 12, 2021 by unanimous consent.]

**approved.**

[KPB-3362](#) Petition to Vacate a 60' Right-of-way and Cul-de-sac on Adjoining Lots 8-A, 9-A, 10-A and 18-A per Stanley's Meadow Subdivision No 11 ADEC Power-Trip Replat HM 93-60 as Dedicated on Stanley's Meadow No. 11 HM 91-47. KPB File 2021-086V1(Mayor)

[Clerk's Note: The Planning Commission approved the referenced petition to vacate at its July 12, 2021 by unanimous consent.]

**approved.**

[KPB-3356](#) Approving the Appointment of Chief of Staff, Aaron Rhoades, as the Administrative Officer (Mayor)

**approved.**

[KPB-3365](#) Confirming the Appointment to the Kachemak Emergency Service Area Board (Mayor)

Roy J. Wilson, Seat C, Term Expires October 2021

approved.

[KPB-3367](#) Confirming the Appointment to the Kenai Peninsula Planning Commission (Mayor)

Robert Ruffner, Southwest Seat, Term Expires 07/31/2021

approved.

#### Approval of the Agenda and Consent Agenda

President Hibbert called for public comment with none being offered.

**The motion to approve the agenda and consent agenda as amended carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

#### PRESENTATIONS WITH PRIOR NOTICE

1. [KPB-3384](#) Resilience and Security Advisory Commission Presentation, Scott Waterman, Chair (10 Minutes)

[Clerk's Note: Scott Waterman, Chair and Mike Salzetti, Commissioner gave a presentation to the assembly.]

2. [KPB-3385](#) South Peninsula Hospital Quarterly Report (10 Minutes)

[Clerk's Note: Ryan Smith, CEO gave a presentation to the assembly.]

#### PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Hibbert called for public comment.

**Kathy Metcalf**, K-Beach requested the Mayor's Report be moved to the beginning of the agenda.

**Jim Rosa**, Nikiski spoke in opposition to a soil burning remediation plant in Nikiski.

There being no one else who wished to speak the public comment period was closed.

#### ITEMS NOT COMPLETED FROM PRIOR AGENDA

#### PUBLIC HEARINGS ON ORDINANCES

[2021-28](#) An Ordinance Authorizing a Lease to Robert Gibson, dba Alaska Land

and Cattle Company of Approximately 280 Acres of Borough Land in the Basargin Road Area for Agricultural Use (Mayor) (Postponed to 09/07/21)

**Derkevorkian moved to Enact Ordinance 2021-28.**

President Hibbert called for public comment with none being offered.

**Dunne moved to postpone Ordinance 2021-28 to the 09/07/21 assembly meeting.**

Assembly Member Cox spoke in support of postponing Ordinance 2021-28.

Assembly Member Derkevorkian spoke in opposition of postponing Ordinance 2021-28.

**The motion to postpone Ordinance 2021-28 to the 09/07/21 assembly meeting carried by the following vote:**

**Yes:** 8 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Elam, and Chesley

**No:** 1 - Derkevorkian

#### [2021-24](#)

An Ordinance Amending KPB 22.40.080 to Limit Assembly Members' Closing Comments to Three Minutes (Derkevorkian, Carpenter)

**Bjorkman moved to enact Ordinance 2021-24.**

President Hibbert called for public comment.

**Christine Hutchinson**, Beaver Loop spoke in opposition to Ordinance 2021-24.

There being no one else who wished to speak the public comment period was closed.

**Carpenter moved to amend Ordinance 2021-24 as follows:**

Title to read, "An Ordinance Amending KPB 22.40.080 to Limit Assembly Member's Closing Comments to [THREE] Five Minutes"

The 5th Whereas clause to read, "it is in the best interest of the public's time to align the assembly's closing comment period with the public's comment time limitation of [THREE] five minutes;"

Section 1 - Agenda - Order of Business "Assembly comments (Limited to 5 minutes per assembly member);"

**The motion to amend Ordinance 2021-24 carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

**Cox moved to amend Ordinance 2021-24 as follows:**

Section 1 after the Mayor's Report to read "Other Committee, Commission and Council Reports"

Assembly Member Johnson spoke in support of the amendment.

Assembly Member Derkevorkian spoke in opposition to the amendment.

**The motion to amend Ordinance 2021-24 carried by the following vote:**

**Yes:** 7 - Bjorkman, Cox, Dunne, Hibbert, Johnson, Elam, and Chesley

**No:** 2 - Carpenter, and Derkevorkian

Assembly Members Chesley, Bjorkman and Derkevorkian spoke in opposition to the Ordinance as amended.

**The Sponsor withdrew Ordinance 2021-24 without objection.**

### 2021-25

An Ordinance Amending KPB 2.58.058(A) to Clarify that Assembly Members may Serve on the Board of Equalization (Mayor)

**Bjorkman moved to enact Ordinance 2021-25.**

President Hibbert called for public comment.

**Christine Hutchinson**, Beaver Loop spoke in opposition to Ordinance 2021-25.

There being no one else who wished to speak the public comment period was closed.

**The motion to enact Ordinance 2021-25 carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

### 2021-26

An Ordinance Amending KPB 2.24.010 to Modify the Risk Management Committee School District Member's Requirements (Mayor)

**Bjorkman moved to enact Ordinance 2021-26.**

President Hibbert called for public comment with none being offered.

**The motion to enact Ordinance 2021-26 carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

### 1. Postponed Items

#### 2021-046

A Resolution Classifying 420 Acres of Borough Land Located within Section 1, T5S, R14W, Seward Meridian, Alaska as Rural and Agriculture (Mayor)

[Clerk's Note: A motion to adopt Resolution 2021-046 was on the floor from the 06/15/21 meeting.]

President Hibbert called for public comment.

**Ron Broste**, Homer spoke in support of Resolution 2021-046.

There being no one else who wished to speak the public comment period was closed.

Assembly Member Dunne spoke in support of Resolution 2021-046.

**The motion to adopt Resolution 2021-046 carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

## 2. Notice to Reconsider

### [2021-054](#)

A Resolution Classifying Certain Parcels of Borough Owned Land Pursuant to KPB 17.10.080 (Mayor)

[Clerk's Note: Assembly Member Dunne gave notice of reconsideration at the July 6, 2021 assembly meeting.]

**Dunne moved to reconsider Resolution 2021-054.**

Assembly Members Derkevorkian and Carpenter spoke in opposition to reconsidering Resolution 2021-054.

**The motion to reconsider Resolution 2021-054 carried by the following vote:**

**Yes:** 5 - Bjorkman, Cox, Dunne, Johnson, and Chesley

**No:** 4 - Carpenter, Hibbert, Derkevorkian, and Elam

**Dunne moved to reconsider the amendment to remove parcels 179-080-17, 179-080-16, 179-080-18, 179-080-10, 179-080-11, 179-080-12, 179-080-23, 179-080-24.**

Assembly Members Cox and Johnson spoke in support of reconsidering the amendment.

Assembly Member Carpenter spoke in opposition to reconsidering the amendment.

**Chesley called the question.**

**The motion to call the question carried by the following vote:**

**Yes:** 9 - Bjorkman, Carpenter, Cox, Dunne, Hibbert, Johnson, Derkevorkian, Elam, and Chesley

**The motion to reconsider the amendment to remove parcels 179-080-17, 179-080-16, 179-080-18, 179-080-10, 179-080-11, 179-080-12, 179-080-23, 179-080-24 carried by the following vote:**



**Yes:** 5 - Bjorkman, Cox, Dunne, Johnson, and Chesley

**No:** 4 - Carpenter, Hibbert, Derkevorkian, and Elam

**Dunne moved to Resolution 2021-054 as follows:**

Amend the table in Section 1 to remove parcels 179-080-17, 179-080-16, 179-080-18, 179-080-10, 179-080-11, 179-080-12, 179-080-23, 179-080-24.

Assembly Member Derkevorkian spoke in opposition to the amendment.

Assembly Member Bjorkman spoke in support of the amendment.

**Chesley called the question.**

**The motion to call the question carried by the following vote:**

**Yes:** 6 - Bjorkman, Cox, Dunne, Derkevorkian, Elam, and Chesley

**No:** 3 - Carpenter, Hibbert, and Johnson

**The motion to amend the table in Section 1 to remove parcels 179-080-17, 179-080-16, 179-080-18, 179-080-10, 179-080-11, 179-080-12, 179-080-23, 179-080-24 carried by the following vote:**

**Yes:** 5 - Bjorkman, Cox, Dunne, Johnson, and Chesley

**No:** 4 - Carpenter, Hibbert, Derkevorkian, and Elam

**President Hibbert passed the gavel and moved to amend Resolution 2021-054 as follows:**

Amend the table in Section 1, remove parcels "179-080-03 and 179-080-04".

Assembly Members Dunne, Chesley and Cox spoke in opposition to the amendment.

Assembly Member Derkevorkian spoke in support of the amendment.

**The motion to amend Resolution 2021-054 failed by the following vote:**

**Yes:** 4 - Carpenter, Hibbert, Derkevorkian, and Elam

**No:** 5 - Bjorkman, Cox, Dunne, Johnson, and Chesley

Vice President Johnson returned the gavel to President Hibbert.

**The motion to adopt Resolution 2021-054 as amended carried by the following vote:**

**Yes:** 5 - Bjorkman, Cox, Dunne, Johnson, and Chesley

**No:** 4 - Carpenter, Hibbert, Derkevorkian, and Elam

## MAYOR'S REPORT

[KPB-3372](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses
2. Agreements and Contracts
  - a. [KPB-3373](#) Solid Waste Sole Source Waiver to Purchase Antiscalent/Antifoam Process Chemicals from AnalyTix Technologies, LLC.
  - b. [KPB-3374](#) Authorization to Award a Contract for ITB21-033 Homer High School Partial Roof Replacement to Earhart Roofing Co., Inc.
  - c. [KPB-3375](#) CES Sole Source Purchase Request of Fire Extinguisher Training Equipment from Sea Western Fire Equipment Inc.
  - d. [KPB-3376](#) WES Sole Source Purchasing Request for Medical Patient Simulator Training Package from iSimulate USA, Medical Patient Simulator Training
  - e. [KPB-3377](#) Authorization to Award a Contract for ITB21-036 Resch Road Fire Fill Site to Eberline Building, Inc., Soldotna, Alaska
3. Other
  - a. [KPB-3378](#) Budget to Actual's Statement Report 271-CAR06
  - b. [KPB-3379](#) FY21-4Q Economic Development Grant Reports
  - c. [KPB-3380](#) FY21-4Q Senior Center Grant Reports
  - d. [KPB-3381](#) Tax Adjustment Request Approval
  - e. [KPB-3382](#) Revenue-Expenditure Report - June 2021
  - f. [KPB-3383](#) Budget Revisions - June 2021

#### **PUBLIC COMMENTS AND PUBLIC PRESENTATIONS**

President Hibbert called for public comment with none being offered.

#### **ASSEMBLY COMMENTS**

Assembly Member Elam stated he attended the "Push In" at Central Emergency Service Area's Station 5. He also attended the Funny River APC meeting and school board meetings. He thanked Kenai Peninsula Borough School District Superintendent Holland for his hard work for the school district. He congratulated Seward High School Senior Lydia Jakoby on her gold medal at the Tokyo Olympics.

Assembly Member Chesley stated he attended Community Wildlife Fire Protection Plan Workshop.

Assembly Member Carpenter congratulated the Lydia Jakoby and her family on her gold medal at the Olympics. He stated his appreciation for the diverse assembly. He wished everyone a good night.

Vice President Johnson congratulated Seward High School Senior Lydia Jakoby on her gold medal at the Tokyo Olympics. He offered his condolences to the families of Elmer Manta, Butch Holemburg and Rosie Grue.

Assembly Member Bjorkman thanked the Kenai Peninsula Borough School Board and Superintendent Holland for their smart school start-up that did not include mandates. He reminded everyone of the North Road Extension Project meeting on 08/09/21. He spoke on the local fisheries and land use conflicts being heard by the assembly. Thanked the public for their participation.

Assembly Member Derkevorkian spoke regarding borough land management and cited KPB 17.10.010.

Assembly Member Dunne spoke on the importance of public lands. He welcomed the new Chief of Staff, Aaron Rhoades. He stated he attended the Seldovia City Council meeting. He spoke on an infrastructure bill within the U.S. Senate that would benefit the State of Alaska and thanked Senator Murkowski for her work on the bill. He offered his condolences to Ken Birkman and Will Files.

Assembly Member Cox congratulated Seward High School Senior Lydia Jakoby on her gold medal at the Tokyo Olympics. He encouraged residents to be kind to teachers as they are preparing for the 2021-2022 school year. He congratulated the Kenai Peninsula Performers on their performance of the Little Mermaid. He encouraged the public to attend their last and final show on Saturday, August 7th and support the Triumvirate Theater.

President Hibbert thanked the Mayor and welcome Aaron Rhoades to the borough. Congratulated Brenda Ahlberg as acting Emergency Manager. He thanked the Clerks for their support and the assembly for working together throughout the evening.

## **PENDING LEGISLATION**

## **INFORMATIONAL MATERIALS AND REPORTS**

## **ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS**

- 1. August 17, 2021 Regular Assembly Meeting  
6:00 PM Betty J. Glick Assembly Chambers Borough Administration Building Remote  
Participation Available through Zoom Meeting ID: 938 6524 5999 Passcode: 886199

**ADJOURNMENT**

With no further business to come before the assembly, President Hibbert adjourned the meeting at 10:11 p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of August 3, 2021.

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

Approved by the Assembly: \_\_\_\_\_

Introduced by: Mayor  
Date: 08/03/21  
Hearing: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-37**

**AN ORDINANCE TO RECORD FY2021 EXPENDITURES PAID BY THE STATE OF ALASKA DEPARTMENT OF ADMINISTRATION, DIVISION OF RETIREMENT & BENEFITS ON BEHALF OF THE KENAI PENINSULA BOROUGH TOWARD THE BOROUGH'S UNFUNDED PERS LIABILITY**

**WHEREAS**, the 2020 Alaska Legislature enacted HB205 which appropriated funds to the Department of Administration, Division of Retirement & Benefits on behalf of the Kenai Peninsula Borough, to reduce the liability of political subdivisions to the Public Employees Retirement System (PERS) for FY2021; and

**WHEREAS**, the borough was notified in June 2021, that the amount received by the Department of Administration, Division of Retirement & Benefits on behalf of the borough would be released early August 2021, an amount estimated to be equal to the difference between the borough's budgeted PERS rate of 22 percent and a total contribution rate of 30.85 percent; and

**WHEREAS**, Generally Accepted Accounting Principles (GAAP) require the borough to record expenditures paid on its behalf; and

**WHEREAS**, FY2021 expenditure budgets should be increased (for which there will be a corresponding revenue adjustment) to reflect the receipt of these funds by the Department of Administration, Division of Retirement & Benefits on behalf of the borough;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That FY2021 revenue budgets are increased by the following amounts to reflect funds the Department of Administration, Division of Retirement & Benefits received on behalf of the Kenai Peninsula Borough:

<b>Fund</b>	<b>Amount</b>
General fund	0.00
Nikiski Fire Service Area	0.00
Bear Creek Fire Service Area	0.00
Western Emergency Service Area	0.00
Central Emergency Services	0.00
Kachemak Emergency Service Area	0.00
North Peninsula Recreation Service Area	0.00
Eastern Peninsula Highway Emergency Service Area	0.00
Road Service Area	0.00
School Maintenance	0.00
Land Trust	0.00
Seward Bear Creek Flood Service Area	0.00
911 Emergency Communications	0.00
Solid Waste	0.00
Risk Management	0.00
	0.00
	0.00

**SECTION 2.** That \$\_\_\_\_\_ is appropriated to the following accounts:

<b>Fund</b>	<b>Department</b>	<b>Project</b>	<b>Object</b>	<b>Amount</b>
100	11100	00000	40221	0.00
100	11120	00000	40221	0.00
100	11130	00000	40221	0.00
100	11140	00000	40221	0.00
100	11210	00000	40221	0.00
100	11227	00000	40221	0.00
100	11230	00000	40221	0.00
100	11231	00000	40221	0.00
100	11232	00000	40221	0.00
100	11233	00000	40221	0.00
100	11235	00000	40221	0.00
100	11250	00000	40221	0.00

100	11310	00000	40221	0.00
100	11410	00000	40221	0.00
100	11430	00000	40221	0.00
100	11440	00000	40221	0.00
100	11441	00000	40221	0.00
100	11510	00000	40221	0.00
100	11520	00000	40221	0.00
100	21110	00000	40221	0.00
100	21135	00000	40221	0.00
206	51110	00000	40221	0.00
207	51210	00000	40221	0.00
209	51410	00000	40221	0.00
211	51610	00000	40221	0.00
212	51810	00000	40221	0.00
225	61110	00000	40221	0.00
235	51710	00000	40221	0.00
236	33950	00000	40221	0.00
241	11235	00000	40221	0.00
241	41010	00000	40221	0.00
250	21210	00000	40221	0.00
259	21212	00000	40221	0.00
264	11255	00000	40221	0.00
290	32010	00000	40221	0.00
290	32122	00000	40221	0.00
700	11234	00000	40221	0.00
				<u>0.00</u>
				<u>0.00</u>

**SECTION 3.** That upon enactment this ordinance shall be effective retroactively on June 30, 2021.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



# Kenai Peninsula Borough

## Finance

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** Brandi Harbaugh, Finance Director *BH*

**DATE:** August 5, 2021

**SUBJECT:** Amendment to Ordinance 2020-19-37, to Record FY2021 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough towards the Borough's Unfunded PERS Liability (Mayor)

---

In July 2021, we received notice that the Kenai Peninsula Borough will be receiving the FY2021 on-behalf PERS amount in early August 2021. In order to expedite the appropriation process to complete the FY2021 year-end closing in a timely manner, the amounts were left blank for introduction. As the on-behalf amount was received on August 06, 2021, this amendment is requested to complete the ordinance:

[Please note, the bold underline text is new and the bold strikeout language in brackets is to be deleted.]

➤ Amend Section 1, as follows:

**SECTION 1.** That FY2021 revenue budgets are increased by the following amounts to reflect funds the Department of Administration, Division of Retirement & Benefits received on behalf of the Kenai Peninsula Borough:

Page -2-  
 August 5, 2021  
 RE: Ordinance 2020-19-37

<b>Fund</b>	<b>Amount</b>
General fund	<u>651,920.00</u>
Nikiski Fire Service Area	<u>187,347.00</u>
Bear Creek Fire Service Area	<u>11,143.00</u>
Anchor Point Fire Service Area	<u>41,213.00</u>
Central Emergency Services	<u>320,279.00</u>
Kachemak Emergency Service Area	<u>25,545.00</u>
North Peninsula Recreation Service Area	<u>48,430.00</u>
Road Service Area	<u>48,541.00</u>
School Maintenance	<u>271,341.00</u>
Land Trust	<u>24,734.00</u>
Seward Bear Creek Flood Service Area	<u>8,441.00</u>
911 Emergency Communications	<u>106,985.00</u>
Solid Waste	<u>90,803.00</u>
Risk Management	<u>27,590.00</u>
	<u><u>1,864,312.00</u></u>

➤ Amend Section 2, as follows:

**SECTION 2.** That \$1,864,312.00 is appropriated to the following accounts:

<b>Fund</b>	<b>Department</b>	<b>Project</b>	<b>Object</b>	<b>Amount</b>
100	11120	00000	40221	<u>25,182.00</u>
100	11140	00000	40221	<u>11,240.00</u>
100	11210	00000	40221	<u>33,911.00</u>
100	11227	00000	40221	<u>58,364.00</u>
100	11230	00000	40221	<u>31,419.00</u>
100	11231	00000	40221	<u>78,878.00</u>
100	11232	00000	40221	<u>19,978.00</u>
100	11233	00000	40221	<u>4,735.00</u>

Page -2-  
 August 5, 2021  
 RE: Ordinance 2020-19-37

---

100	11235	00000	40221	<u>6,583.00</u>
100	11250	00000	40221	<u>30,946.00</u>
100	11310	00000	40221	<u>41,655.00</u>
100	11410	00000	40221	<u>22,721.00</u>
100	11430	00000	40221	<u>44,941.00</u>
100	11440	00000	40221	<u>34,465.00</u>
100	11441	00000	40221	<u>21,402.00</u>
100	11510	00000	40221	<u>49,688.00</u>
100	11520	00000	40221	<u>73,832.00</u>
100	21110	00000	40221	<u>41,048.00</u>
100	21135	00000	40221	<u>20,932.00</u>
206	51110	00000	40221	<u>187,347.00</u>
207	51210	00000	40221	<u>11,143.00</u>
209	51410	00000	40221	<u>41,213.00</u>
211	51610	00000	40221	<u>320,279.00</u>
212	51810	00000	40221	<u>25,545.00</u>
225	61110	00000	40221	<u>48,430.00</u>
236	33950	00000	40221	<u>48,541.00</u>
241	11235	00000	40221	<u>5,616.00</u>
241	41010	00000	40221	<u>265,725.00</u>
250	21210	00000	40221	<u>24,734.00</u>
259	21212	00000	40221	<u>8,441.00</u>
264	11255	00000	40221	<u>106,985.00</u>
290	32010	00000	40221	<u>30,286.00</u>
290	32122	00000	40221	<u>60,517.00</u>
700	11234	00000	40221	<u>27,590.00</u>
				<u><u>1,864,312.00</u></u>

Your consideration of this ordinance is appreciated.



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Administration

DIVISION OF RETIREMENT AND BENEFITS

6th Floor State Office Building  
333 Willoughby Avenue  
P.O. Box 110203  
Juneau, AK 99811-0203  
Phone: (907) 465-4460  
Toll-Free: (800) 821-2251  
FAX: (907) 465-3086  
Alaska.gov/drb

August 06, 2021

Brandi R Harbaugh, Finance Director  
Kenai Peninsula Borough  
144 N Binkley St  
Soldotna AK 99669-7520

Sent via email to: [shostetter@kpb.us](mailto:shostetter@kpb.us)

RE: FY2021 FINAL Employer On-Behalf Funding Statement - PERS ER 180

During the 2020 legislative session, House Bill HB205 (CCS HB205) passed providing on-behalf funding for PERS employer contributions for Fiscal Year 2021 (FY2021). HB205, Section 41 reads as follows:

(a) The sum of **\$203,585,000** is appropriated to the Department of Administration for deposit in the defined benefit plan account in the **public employees' retirement system** as an additional state contribution under AS 39.35.280 for the fiscal year ending June 30, 2021.

HB205 at <http://www.akleg.gov/PDF/31/Bills/HB0205Z.PDF> (Section 41, page 107).

The Alaska Retirement Management Board approved the actuarially determined rate of 30.85% for FY2021, with HB205 providing an on-behalf rate of 8.85% for each FY2021 employer payroll. On-behalf funding is applied with the processing of each employer payroll with payroll end dates between July 1, 2020 and June 30, 2021 and fully received by the Division by July 15, 2021. A fully received and processable payroll must include payment, an employer summary, and any other required documentation (WIRE and ACH payments must have a corresponding Memo). All such payrolls have been processed, thus we have trued-up your account and made an adjusting entry.

Included is a report detailing the Employer On-Behalf Funding allocated for fiscal year 2021 payrolls. **This is your final adjusted statement for FY2021.** Please work with your accountant or auditor to determine where to show this funding on your financial statements. Feel free to contact me at [tamara.criddle@alaska.gov](mailto:tamara.criddle@alaska.gov) if you have questions or need additional information regarding HB205.

Sincerely,

Tamara Criddle, Accountant III

**State of Alaska, Division of Retirement and Benefits**  
**FY2021 - HB205 Employer On-Behalf Detail as of 8/5/2021**  
**Kenai Peninsula Borough - ER 180**

Payroll Ending Date	On-Behalf		Total
	Pension	Other Post-employment Healthcare	
07/03/2020 B	69,024.36	0.00	69,024.36
07/17/2020 B	74,425.77	0.00	74,425.77
07/31/2020 B	72,347.88	0.00	72,347.88
08/14/2020 B	72,083.73	0.00	72,083.73
08/28/2020 B	71,003.89	0.00	71,003.89
09/11/2020 B	72,773.05	0.00	72,773.05
09/25/2020 B	71,083.61	0.00	71,083.61
10/09/2020 B	73,404.91	0.00	73,404.91
10/23/2020 B	71,088.11	0.00	71,088.11
11/06/2020 B	70,783.85	0.00	70,783.85
11/20/2020 B	75,665.72	0.00	75,665.72
12/04/2020 B	73,447.88	0.00	73,447.88
12/18/2020 B	72,544.18	0.00	72,544.18
01/01/2021 B	74,197.06	0.00	74,197.06
01/15/2021 B	71,230.08	0.00	71,230.08
01/29/2021 B	72,714.63	0.00	72,714.63
02/12/2021 B	71,538.15	0.00	71,538.15
02/26/2021 B	71,741.02	0.00	71,741.02
03/12/2021 B	71,605.90	0.00	71,605.90
03/26/2021 B	72,882.21	0.00	72,882.21
04/09/2021 B	72,843.27	0.00	72,843.27
04/23/2021 B	75,513.54	0.00	75,513.54
05/07/2021 B	75,877.87	0.00	75,877.87
05/21/2021 B	74,852.63	0.00	74,852.63
06/04/2021 B	74,167.42	0.00	74,167.42
06/18/2021 B	74,113.16	0.00	74,113.16
Year-end Adjustment	(28,641.88)	0.00	(28,641.88)
<b>Kenai Peninsula Borough</b>			
<b>Totals</b>	<b>\$1,864,312.00</b>	<b>\$0.00</b>	<b>\$1,864,312.00</b>

**DISCLAIMER:** The information contained in this letter is based on the specific facts and circumstances presented and cannot be applied to other facts and circumstances. This letter may contain a summary description of benefits, costs, rates, valuations, other calculations, policies or procedures for one or more pension or benefit plans administered by the Division of Retirement and Benefits, including but not limited to, the Public Employees' Retirement System, the Teachers' Retirement System, the Judicial Retirement System, the Supplemental Annuity Plan, the Deferred Compensation Plan, the AlaskaCare Employee Health Plan, or the AlaskaCare Retiree Benefit Plan. The Division of Retirement and Benefits has made every effort to ensure, but does not guarantee, that the information provided is accurate and up to date. Where this letter conflicts with the relevant Plan Document, the Plan Document controls.

# Kenai Peninsula Borough

## Finance

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** Brandi Harbaugh, Finance Director *BH*

**DATE:** July 22, 2021

**SUBJECT:** Ordinance 2020-19-37, An Ordinance to Record FY2021 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough toward the Borough's Unfunded PERS Liability (Mayor)

---

As part of the 2020 legislative session, the Alaska legislators passed HB205 which appropriated funds to help defray the cost of increased employer contributions to the Public Employees' Retirement System (PERS) for fiscal year 2021. The purpose of this legislation was to contribute to the PERS system an amount estimated to be equal to the difference between the borough's budgeted PERS rate of 22 percent and the actuarially determined rate of 30.85 percent. Pursuant to the attached letter from the Division of Retirement and Benefits, the amount contributed on the borough's behalf for FY2021 will be provided in early-August 2021.

Generally, Accepted Accounting Principles require that the borough record expenditures paid on its behalf. This ordinance also amends the budget to reflect these expenditures; there will be no impact to fund balances of any fund as revenues equal to the expenditures will also be recorded.

In June 2021, we received notice that the Kenai Peninsula Borough will be receiving the FY2020 on-behalf PERS amount in early-August 2021. In order to expedite the appropriation process to complete the FY2021 year-end closing in a timely manner, the amounts have been left blank for introduction. We anticipate receiving the on-behalf amount by August 17, 2021.



THE STATE  
of  
**ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Administration

DIVISION OF RETIREMENT AND BENEFITS

6th Floor State Office Building  
333 Willoughby Avenue  
P.O. Box 110203  
Juneau, AK 99811-0203  
Phone: (907) 465-4460  
Toll-Free: (800) 821-2251  
FAX: (907) 465-3086  
Alaska.gov/drb

June 01, 2021

BRANDI R HARBAUGH, FINANCE DIRECTOR  
KENAI PENINSULA BOROUGH  
144 N BINKLEY ST  
SOLDOTNA AK 99669-7520

*Sent via email to: BHARBAUGH@BOROUGH.KENAI.AK.US*

RE: FY2021 Employer On-Behalf Funding - PERS ER 180

During the 2020 legislative session, House Bill HB205 (CCS HB205) passed providing on-behalf funding for PERS employer contributions for Fiscal Year 2021 (FY2021). HB205, Section 41 reads as follows:

*(a) The sum of \$203,585,000 is appropriated to the Department of Administration for deposit in the defined benefit plan account in the **public employees' retirement system** as an additional state contribution under AS 39.35.280 for the fiscal year ending June 30, 2021.*

HB205 at <http://www.akleg.gov/PDF/31/Bills/HB0205Z.PDF> (Section 41, page 107).

The Alaska Retirement Management Board approved the actuarially determined rate of 30.85% for FY2021, with HB205 providing an on-behalf rate of 8.85% for each FY2021 employer payroll. On-behalf funding is applied with the processing of each employer payroll with payroll end dates between July 1, 2020 and June 30, 2021 and fully received by the Division by July 15, 2021. A fully received and processable payroll must include payment, an employer summary, and any other required documentation (WIRE and ACH payments must have a corresponding Memo). Once all such payrolls have been processed we will true-up your account and make an adjusting entry, then send a final statement via email in early August 2021.

Included is a report detailing the Employer On-Behalf Funding allocated for fiscal year 2021 payrolls. Please work with your accountant or auditor to determine where to show this funding on your financial statements. Feel free to contact me via telephone at (907) 465-2279 or email at [tamara.criddle@alaska.gov](mailto:tamara.criddle@alaska.gov) if you have questions or need additional information regarding HB205.

Sincerely,

Tamara Criddle, Accountant III

**State of Alaska, Division of Retirement and Benefits**  
**FY2021 - HB205 Employer On-Behalf Detail as of 5/31/2021**  
**KENAI PENINSULA BOROUGH - ER 180**

Payroll Ending Date	On-Behalf		Total
	Pension	Other Post-employment Healthcare	
07/03/2020 B	69,024.36	0.00	69,024.36
07/17/2020 B	74,425.77	0.00	74,425.77
07/31/2020 B	72,347.88	0.00	72,347.88
08/14/2020 B	72,083.73	0.00	72,083.73
08/28/2020 B	71,003.89	0.00	71,003.89
09/11/2020 B	72,773.05	0.00	72,773.05
09/25/2020 B	71,083.61	0.00	71,083.61
10/09/2020 B	73,404.91	0.00	73,404.91
10/23/2020 B	71,088.11	0.00	71,088.11
11/06/2020 B	70,783.85	0.00	70,783.85
11/20/2020 B	75,665.72	0.00	75,665.72
12/04/2020 B	73,447.88	0.00	73,447.88
12/18/2020 B	72,544.18	0.00	72,544.18
01/01/2021 B	74,197.06	0.00	74,197.06
01/15/2021 B	71,230.08	0.00	71,230.08
01/29/2021 B	72,714.63	0.00	72,714.63
02/12/2021 B	71,538.15	0.00	71,538.15
02/26/2021 B	71,741.02	0.00	71,741.02
03/12/2021 B	71,605.90	0.00	71,605.90
03/26/2021 B	72,882.21	0.00	72,882.21
04/09/2021 B	72,843.27	0.00	72,843.27
04/23/2021 B	75,513.54	0.00	75,513.54
05/07/2021 B	75,877.87	0.00	75,877.87
<b>TOTALS FOR KENAI PENINSULA BOROUGH</b>	<b>\$1,669,820.67</b>	<b>\$0.00</b>	<b>\$1,669,820.67</b>

**DISCLAIMER:** The information contained in this letter is based on the specific facts and circumstances presented and cannot be applied to other facts and circumstances. This letter may contain a summary description of benefits, costs, rates, valuations, other calculations, policies or procedures for one or more pension or benefit plans administered by the Division of Retirement and Benefits, including but not limited to, the Public Employees' Retirement System, the Teachers' Retirement System, the Judicial Retirement System, the Supplemental Annuity Plan, the Deferred Compensation Plan, the AlaskaCare Employee Health Plan, or the AlaskaCare Retiree Benefit Plan. The Division of Retirement and Benefits has made every effort to ensure, but does not guarantee, that the information provided is accurate and up to date. Where this letter conflicts with the relevant Plan Document, the Plan Document controls.



Introduced by: Mayor  
Date: 08/03/21  
Hearing: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-06**

**APPROPRIATING FUNDS TO THE LEGAL DEPARTMENT FOR THE COSTS AND FEES ASSOCIATED WITH HIRING OUTSIDE COUNSEL TO REPRESENT THE KENAI PENINSULA BOROUGH IN AN APPEAL FROM AN ADMINISTRATIVE AGENCY**

**WHEREAS**, on June 23, 2021, Furie Operating Alaska, LLC (“Furie”) filed an appeal in the Anchorage Superior Court of the State Assessment Review Board’s Certificate of Determination dated May 24, 2021, regarding Furie’s appeal of the assessed value of Oil and Gas Production property within the borough for the 2021 assessment year (“Furie Appeal”);

**WHEREAS**, the borough has contacted the law firm of Dillon & Findley, PC to represent it in the Furie Appeal;

**WHEREAS**, it is anticipated that the borough will continue to participate in the appeal to protect its interest and support its position that the 2021 assessment should be upheld; and

**WHEREAS**, this is a specialized area of law and the continuing services and expertise of Dillon & Findley will be needed to adequately represent the borough’s interest in this matter; and

**WHEREAS**, it is estimated that at this time funds of at least \$150,000 will be needed to pay legal services and costs incurred by outside counsel on behalf of the borough;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** The sum of \$150,000 is hereby appropriated from the General Fund’s fund balance to account number 100.11310.22FUR.49999 for expenses associated with hiring outside counsel and necessary experts for the Furie Appeal.

**SECTION 2.** The assembly approves retention of the law firm of Dillon & Findley to represent its interests in the Furie Appeal.

**SECTION 3.** Upon enactment this ordinance shall become effective retroactively on July 1, 2021.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Legal Department

---

## MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*  
Colette Thompson, Borough Attorney *CT*

**FROM:** Sean Kelley, Deputy Borough Attorney *SK*

**DATE:** July 22, 2021

**RE:** Ordinance 2021-19-06, Appropriating Funds to the Legal Department for the Costs and Fees Associated with Hiring Outside Counsel to Represent the Kenai Peninsula Borough in an Appeal from an Administrative Agency (Mayor)

---

On June 23, 2021, Furie Operating Alaska, LLC (Furie) filed an appeal, in the Anchorage Superior Court, of the State Assessment Review Board's (SARB) Certificate of Determination dated May 24, 2021. The SARB decision upheld the State of Alaska's assessment of the oil and gas production property under appeal

It is difficult to accurately predict the extent the borough will continue to be involved going forward but we estimate that up to \$150,000 in legal fees and costs may be required to protect the borough's interests. This appropriation would include fees associated with hiring potential expert witnesses in this matter. If additional funds are required the continued participation of the borough may be re-evaluated at that time.

The property subject of this appeal was assessed, pursuant to AS 43.56, by the assessor for the State of Alaska. The borough participated at the SARB hearing, and the borough's position before SARB was that the assessment performed by the State of Alaska was in-line with statutory and regulatory requirements and therefor should be upheld.

Your consideration of this ordinance is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>100.27910</u>
Amount:	<u>\$150,000.00</u>
By: <i>PP</i>	Date: <u>7/20/2021</u>
By: <i>BA</i>	

Introduced by: Mayor  
Date: 08/03/21  
Hearing: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-07**

**AN ORDINANCE APPROPRIATING \$330,000 FROM THE INSURANCE AND  
LITIGATION UNRESTRICTED NET POSITION FOR ADDITIONAL COST OF  
INSURANCE PREMIUMS FOR FY2022**

**WHEREAS**, the Kenai Peninsula Borough, including service areas, and the Kenai Peninsula Borough School District are self-insured for insurance including, but not limited to, property, liability, workers compensation and travel; and

**WHEREAS**, on June 28, 2021 the Risk Fund's Third Party Administrator (TPA), provided FY2022 insurance premium rates above the original estimated amount by approximately \$330,000; and,

**WHEREAS**, the unanticipated increases primarily occurred in the property insurance premium as a result of added and updated property values over the past year as well as an overall hardening of the insurance market, especially in the excess market;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That \$330,000 is appropriated from the Insurance and Litigation Fund unrestricted net position to the following accounts as shown:

700.11237.00000.43511 Fire and Extended Property Coverage	\$315,000.00
700.11238.00000.43515 Liability Coverage	\$ 15,000.00

**SECTION 2.** That this ordinance shall become effective retroactively to July 1, 2021.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

**MEMORANDUM**

**TO:** Brent Hibbert, Assembly President  
Members of the Kenai Peninsula Assembly

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** Sovala Kisenia, Claims Manager *SK*  
Brandi Harbaugh, Finance Director *BH*

**DATE:** July 22, 2021

**SUBJECT:** Ordinance 2021-19-07, Appropriating \$330,000 from the Insurance and Litigation Unrestricted Net Position for Additional Cost of Insurance Premium for FY2022 (Mayor)

---

The Kenai Peninsula Borough, including service areas, and the Kenai Peninsula School District, are self-insured for insurance including, but not limited to, property, liability, workers compensation and travel.

On June 28, 2021, the Risk Fund's Third Party Administrator (TPA) provided FY2022 insurance premium rates above the original estimated amount by approximately \$330,000.

The unanticipated increases primarily occurred in the property insurance premium as a result of adding and updating property values over the past year as well as an overall hardening of the insurance market, especially in the excess market.

This ordinance would appropriate \$330,000 from the Insurance and Litigation unrestricted net position to provide the additional funds needed to cover the increased premiums.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>700.27910 (net position)</u>
Amount:	<u>\$ 330,000</u>
By: <i>PP</i>	Date: <u>7/19/2021</u>

**From:** Blankenship, Johni  
**Sent:** Tuesday, August 3, 2021 4:36 PM  
**To:** Broyles, Randi  
**Subject:** FW: FY 22 Insurance rates response

I forwarded this to the Assembly, please add to file in iLegislate for the record.

Thank you, Johni

**From:** Saner, Kim <[ksaner@kpb.us](mailto:ksaner@kpb.us)>  
**Sent:** Tuesday, August 3, 2021 4:35 PM  
**To:** Blankenship, Johni <[JBlankenship@kpb.us](mailto:JBlankenship@kpb.us)>  
**Subject:** FY 22 Insurance rates response

Johni, Please share with the Assembly.

Assembly

In regard Mr. Cox's question as to the cause for the increase in insurance premium costs. The largest factor was the unilateral increase across the industry where outside factors influence costs, such as hurricanes and other natural disasters nationwide.

Specific to our own situation we picked up the properties formerly owned by the Ninilchik Fire department including the related Chattels (Trucks, etc.). These amounted to approximately \$3M.

In addition, all properties were re-assessed for the Borough by a third party resulting in an increase of their values. This occurred after the budget had been established during our normal budget process. During the budget process we anticipated the rates for the upcoming year based on the information we had at the time. The positive is that our properties are more valuable (\$1.4B) but a negative in that our insurance increased to cover potential losses.

One final factor is the increase in excess liability costs. The borough carries \$15M as a part of our standard insurance. The Risk Committee has determined that additional insurance is prudent. This cost has risen annually and the additional insurance cost increased by about \$25K for two \$5M policies this year. While not a substantial amount, it is indicative of the hardening market.

For more detailed information we are happy to speak to anyone individually.

Regards

Kim

**Kim K. Saner, Esq. SPHR**  
Human Resources Director  
(work) 907-714-2131  
[ksaner@kpb.us](mailto:ksaner@kpb.us)

Introduced by: Mayor  
Date: 08/03/21  
Hearing: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-08**

**AN ORDINANCE APPROVING AND ACCEPTING \$11,403,341 FROM THE U.S. DEPARTMENT OF TREASURY, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ESTABLISHED BY THE AMERICAN RESCUE PLAN ACT OF 2021**

- WHEREAS,** on May 10, 2021 U.S. Department of the Treasury (“Treasury”) announced the launch of the Coronavirus State and Local Fiscal Recovery Funds (“Funds”), established by the American Rescue Plan Act of 2021; and
- WHEREAS,** the Funds are governed by Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2; and
- WHEREAS,** the borough meets the qualifications to be a direct recipient of the Funds in the amount of \$11,403,341 of which the first 50 percent has been received, followed by the second deposit to be received in May 2022; and
- WHEREAS,** the Funds must be used to respond to the COVID-19 public health emergency or its negative economic impacts, including lost revenue as well as necessary investments in water, sewer and broadband infrastructure projects; and
- WHEREAS,** it is in the borough’s best interest to utilize the Funds for projects that may provide the greatest public benefit on an areawide basis; and
- WHEREAS,** the Treasury released the Interim Final Rule which provides guidance to determine eligibility for recouping lost revenue using a prescribed calculation to convert actual revenue to a counterfactual trend representing what could have plausibly been expected to occur in the absence of the pandemic; and
- WHEREAS,** \$2,000,000 of the Funds are allocated to educational services be transferred to the Kenai Peninsula Borough School District for education; and
- WHEREAS,** the \$2,000,000 educational allocation may provide additional funding to the School District making the total local education contribution for FY2022 \$50,000,000, unless this amount exceeds the maximum allowable local contribution per AS 14.17.410(b)(2); and



**WHEREAS**, if \$50,000,000 exceeds the maximum allowable local contribution per AS 14.17.410(b)(2), the amount in excess will reduce the general fund contribution to the extent that the total general fund contribution and the \$2,000,000 will equal the lesser of \$50,000,000 or the maximum allowable contribution for FY2022; and

**WHEREAS**, the Central Peninsula Landfill wastewater leachate system rehabilitation project (“Leachate Project”) is an eligible project under the water and sewer infrastructure program, which serves all borough communities on the road system and commercial waste; and

**WHEREAS**, \$6,000,000 of the Funds are allocated to the solid waste Leachate Project; and

**WHEREAS**, the Funds may be used to address “pay-go” new infrastructure projects such as roads; and

**WHEREAS**, \$3,403,341 of the Funds are allocated to “pay-go” infrastructure projects to be approved by the assembly; and

**WHEREAS**, it is in the best interest of the borough to utilize the Funds for projects that may provide the greatest public benefit on an areawide basis;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the mayor is authorized to accept grant funds totaling \$11,403,341 from the U.S. Department of the U.S. Treasury.

**SECTION 2.** That \$2,000,000 is appropriated to account 271.94910.SLF01.49999 to be transferred to account number 241.94910.SLF01.50241 the Kenai Peninsula School District for education by way of Memorandum of Agreement.

**SECTION 3.** That \$6,000,000 is appropriated to account 271.94910.SLF02.49999 to be transferred to account 411.32122.SLF02.49999 for the Central Peninsula Landfill wastewater leachate system rehabilitation project.

**SECTION 4.** That \$3,403,341 is appropriated to account 271.94910.SLF03.49999 to be transferred to 400.78050.SLF03.49999 for pay-go infrastructure projects to be approved by the assembly.

**SECTION 5.** That the mayor is authorized to negotiate, execute, and administer any other documents, agreements, and contracts required under or related to the grant agreement and any subsequent grant amendments.

**SECTION 6.** That this ordinance shall be effective upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Community & Fiscal Projects

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

**DATE:** July 22, 2021

**RE:** Ordinance 2021-19- 08, Approving and Accepting \$11,403,341 from the U.S. Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act of 2021 (Mayor)

---

The Coronavirus State and Local Fiscal Recovery Funds ("funds"), established by the American Rescue Plan Act of 2021, provides \$350 billion in emergency funding for eligible state, local, territorial, and tribal governments. The borough is a direct grant recipient of \$11,403,341. This amount is based upon the 2019 census and the Community Development Block Grant population determinations. The granting agency is the U.S. Treasury, which will release the funds in two deposits; there is no match requirement. The borough received the first deposit of \$5,701,670.50 on May 25, 2021. The second deposit will be released May 2022.

There are six categories whereby the borough may elect to use the funds, including: (1) Support for public health response; (2) replace public sector revenue loss; (3) water and sewer infrastructure; (4) address negative economic impacts; (5) premium pay for essential workers; (6) broadband infrastructure (see attached factsheet).

The recommended projects below emphasize the importance of achieving outcomes that may provide the greatest public benefit on an areawide basis. Said projects are eligible as defined by the U.S. Treasury Interim Final Rule.

1. \$2 million in revenue replacement to be allocated to educational services.
2. \$3.4 million in lost revenue to be invested in "pay-go" critical infrastructure projects. Pay-go infrastructure funding also refers to the practice of funding capital projects with cash-on-hand from

Page -2-  
July 22, 2021  
RE: Ordinance 2021-19- 08  
\_\_\_\_\_

taxes, fees, grants, and other sources, rather than with borrowed sums.

3. \$6 million to be allocated toward the solid waste leachate system rehabilitation project.

Attachment: U.S. Treasury Fact Sheet

<b>FINANCE DEPARTMENT MATCH &amp; ADMIN FEE FUNDS/ACCOUNT VERIFIED</b>	
Account:	<u>271.00000.SLFRF.33115</u>
Amount:	<u>\$11,403,341.00</u>
By: <u>PP</u>	Date: <u>7/22/2021</u>
By: <u>BH</u>	



# Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

### Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

### Eligible Jurisdictions & Allocations

#### Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

#### Indirect Recipients

- Non-entitlement units (\$19.5 billion)



#### Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



#### Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



#### Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



#### Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



#### Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



#### Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



**For More Information:** Please visit [www.treasury.gov/SLFRP](http://www.treasury.gov/SLFRP)  
**For Media Inquiries:** Please contact the U.S. Treasury Press Office at (202) 622-2960  
**For General Inquiries:** Please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov) for additional information



# Example Uses of Funds

## Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

## Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

## Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

## Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

## Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor’s benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

## Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker’s wages

## Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

## Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.

Introduced by: Mayor  
Date: 08/03/21  
Hearing: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-09**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONSTRUCTION OF THE  
WESTERN EMERGENCY SERVICE AREA EMERGENCY FIRE WATER FILL SITE  
PROJECT**

- WHEREAS,** Western Emergency Service Area (“WESA”) has a need for an emergency fire water fill site at Resch Road and the Sterling Highway; and
- WHEREAS,** through several fiscal year budget cycles \$375,000 has been appropriated to work on site improvements, a tank and design; and
- WHEREAS,** a completed design has been done to provide a fully functional facility; and
- WHEREAS,** a low bid for construction of the completed emergency fire water fill site was received by Eberline Building Inc. in the amount of \$202,488.00; and
- WHEREAS,** the low bid amount exceeds the budget required to complete the project by \$34,981.00; and
- WHEREAS,** WESA has funds available in its operating fund for completion of this project;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI  
PENINSULA BOROUGH:**

- SECTION 1.** That \$34,981 is appropriated from the Western Emergency Service Area Operating Fund fund balance to be transferred to account 444.51410.22FIL.49999 for costs related to the construction of the fill site at Resch Road and the Sterling Highway.
- SECTION 2.** That appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year
- SECTION 3.** This ordinance takes effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY  
OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



# Kenai Peninsula Borough Purchasing & Contracting Department

## MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** John Hedges, Purchasing & Contracting Director *JH*  
Brandi Harbaugh, Finance Director *BH*  
Jon Marsh, Chief - Western Emergency Service Area *JM*

**DATE:** July 22, 2021

**RE:** Ordinance 2021-19-09, Appropriating Funding for the Construction of the Western Emergency Service Area Emergency Fire Water Fill Site Project (Mayor)

The Western Emergency Service Area (WESA) is in need of a remote emergency fire water fill site at Resch Road and the Sterling Highway. The funding was appropriated for the project through multiple fiscal year budgets. To date, some improvements to the site have been completed including a storage tank, well, and access pad. The total expenditures to date are approximately \$170,657.56.

In 2020, an engineering contract was awarded to Larsen Engineering to complete the design and bidding documents for a functional emergency fire water fill site at the Resch Road location. On July 15, 2021, two bids for the construction of the completed fill site were received by Purchasing and Contracting. Eberline Building Inc. provided the low bid in the amount of \$202,488.00 for the total base bid and deductive alternate. This bid amount exceeds the available budget for the project by \$34,981.00.

WESA has funds available in their operating fund to award the total project scope and has requested that the funds be appropriated to award the entire scope.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>209,27910</u>
Amount:	<u>\$34,981.00</u>
By: <i>PP</i>	Date: <u>7/22/2021</u>

Introduced by: Mayor  
Date: 08/03/21  
Hearing: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-29**

**AN ORDINANCE AUTHORIZING THE ASSESSOR TO ACCEPT ONE LATE-FILED  
SENIOR EXEMPTION APPLICATION FOR 2021 FILED AFTER MARCH 31 AND  
PROVIDING AN EXCEPTION TO KPB 5.12.040(B)**

**WHEREAS,** KPB 5.12.105(E) provides that an application for a senior citizen exemption must be filed by March 31 of the year for which the exemption is sought; and

**WHEREAS,** in accordance with AS 29.45.030(f) and KPB 5.12.105(E) the assembly may, for good cause shown, waive the claimant's failure to make timely application and authorize the assessor to accept the application as if timely filed; and

**WHEREAS,** in accordance with KPB 5.12.105(E)(4) if an otherwise qualified claimant is unable to comply with the March 31 deadline for filing an application, and the inability to comply is caused by a serious condition or extraordinary event beyond the taxpayer's control, the assembly may, by resolution, waive the claimant's failure to file the application by such date, and authorize the assessor to accept the application as if timely filed; and

**WHEREAS,** the applicant has submitted an affidavit stating extraordinary circumstances which prevented her from timely filing a 2021 senior citizen exemption application; and

**WHEREAS,** in accordance with KPB 5.12.040(B) the assessor shall not make changes to the assessment roll after June 1 except for the reasons provided therein, which do not include adjustments for late-filed senior exemption applications; and

**WHEREAS,** an exception to KPB 5.12.040(B) is required because even when the assembly has approved a late-filed senior exemption application after June 1, code does not allow the assessor to make a change to the assessment roll after June 1 due to a tax exemption status change;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** Upon reviewing the senior citizen exemption application and affidavit submitted, the assembly hereby waives the March 31 deadline for filing an application for the 2021 senior citizen exemption based upon a finding that the applicant was unable

to comply with that deadline due to a serious condition or extraordinary event beyond her control.

**SECTION 2.** That the assessor shall process the application in accordance with standard assessing department procedures for processing such applications.

**SECTION 3.** Notwithstanding KPB 5.12.040(B), in the event the assessor finds that the late-filed senior exemption application should be otherwise approved, the assessor is hereby authorized to make a change to the assessment roll after June 1, 2021 to reflect the approved exemption.

**SECTION 4.** That this ordinance shall take effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Assessing Department

---

## MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Kenai Peninsula Borough Mayor *CP*

**FROM:** Adeena Wilcox, Borough Assessor *aw*

**DATE:** July 22, 2021

**SUBJECT:** Ordinance 2021- 29, Authorizing the Assessor to Accept One Late -Filed Senior Citizen Exemption (Mayor)

---

Linda Reid, a Homer resident, has submitted a late-filed application for the Senior Citizen Real Property Tax Exemption and is requesting the assembly to allow the assessor to accept her application filed after March 31, 2021.

KPB 5.12.105 and AS 29.45.030(f) allow for late-filed exemptions to be granted by the assembly. For an applications filed after March 31, the applicant must file an affidavit stating good cause for failure to comply with the deadline. Good cause is defined by KPB 5.12.105(E)(4) as:

. . . an inability to comply with the March 31 deadline that was caused by a serious condition or extraordinary event beyond the taxpayer's control. A serious condition or extraordinary event may include a serious medical condition or other similar serious condition or extraordinary event.

Mrs. Reid failed to apply timely as she was providing extensive in-home care for Mr. Reid after he suffered serious injuries resulting in multiple surgeries and extensive physical therapy.

Based upon a review of Mrs. Reid's exemption application, affidavit and backup documentation regarding Mr. Reid's injuries, she would qualify for exemption if the assembly authorizes her late-filed request.

Your consideration of this ordinance is appreciated.

AFFIDAVIT OF Linda L. Reid  
(Senior Citizen or Disabled Veteran Applicant Name)  
**AND APPLICATION FOR APPROVAL OF LATE FILING  
FOR SENIOR CITIZEN OR DISABLED VETERAN EXEMPTION**

RECEIVED  
JUN 23 2021  
KPB ASSESSING DEPT.

This application is made pursuant to A.S. 29.45.030 Required Exemptions and KPB Code 5.12.105. Real Property Tax - Exemptions - Senior Citizens, Disabled Veterans and surviving spouses thereof.

Good cause means an inability to comply with the March 31 deadline that was caused by a serious condition or extraordinary event beyond the taxpayer's control. A serious condition or extraordinary event may include a serious medical condition or other similar serious condition or extraordinary event. (Absent extraordinary circumstances, a mere failure to pick up or read mail or to make arrangements for an appropriate and responsible person to pick up and read mail or a failure to provide a current address to the Department of Assessing will not be deemed good cause). Failure to meet the filing deadline is based upon the following good cause:

**Please describe the serious condition or extraordinary event that caused your failure to meet the March 31st filing deadline. (Please attach any documentation you may have that supports your request).**

I was care-taking my husband who had a life-altering fall which required numerous surgeries, follow up physical therapy and home care from myself. we will email the medical files.

FURTHER AFFIANT SAITH NAUGHT.

Dated at Homer, Alaska, this 21<sup>st</sup> day of June, 2021

Linda L. Reid  
Applicant Signature

SUBSCRIBED AND SWORN to before me this 21 day of June, 2021

[Signature]  
Notary Public  
My Commission Expires: 9-12-2024

Exemption applications submitted for consideration for late-file acceptance will be forwarded to the Assembly by the Mayor's Office.

**Assembly Action:** APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

RECEIVED

JUN 23 2021

KPB ASSESSING DEPT



# SENIOR CITIZEN EXEMPTION

DUE ON OR BEFORE MARCH 31 OF THE EXEMPTION YEAR  
APPLICANTS MUST BE AGE 65 ON OR BEFORE DECEMBER 31  
OF THE PRECEDING YEAR.

Proof of age is required prior to application approval.

## 2021

PIN: 17508154



Physical Address: 4049 WEST HILL RD

IAN S & LINDA L REID  
HOMER AK 99603-0786

Legal Description: T 6S R 14W SEC 24 Seward Meridian HM  
2002084 HILLSIDE ACRES SUB REPLAT TRACT 4A & 4B TRACT 4-A-1

Cell Phone: 907 [Redacted]  
Applicant's Date of Birth: [Redacted]  
Applicant's SSN: [Redacted]

Home Phone: [Redacted]  
Spouse's Name: [Redacted]  
Spouse's Date of Birth: [Redacted]  
Spouse's SSN: [Redacted]

I am applying as a:  Senior age 65 and spouse  
 Individual age 65 or older  Surviving spouse age 60 or older

Dwelling Type:  Single Family  Multi-Family Dwelling  
 Mobile Home  Other  
 Condominium

Is any portion of this property used for:  
Commercial Use?  YES  NO  
Rental Purposes?  YES  NO  
Explain: \_\_\_\_\_

Is occupancy shared with someone other than your spouse and/or minor children?  YES  NO  
If yes, when did shared occupancy begin? \_\_\_\_\_  
What portion of the home do they occupy? \_\_\_\_\_  
If live-in care is medically necessary, attach a letter from a physician recommending need for live-in care.

Do you or your spouse own property in another Borough or State?  YES  NO  
Please list your other property address, city & state: \_\_\_\_\_  
If YES, does the property receive an exemption?  YES  NO

**Alaska Permanent Fund Eligibility**  
When was the last year you applied for the Alaska Permanent Fund Dividend? 2021  
Will you apply for the next Permanent Fund Dividend?  YES  NO What year will that be? 2022  
Applicants who do not receive an Alaska Permanent Fund Dividend must complete KPB Supplemental Form #1 or the application will be denied. (Supplemental forms are available at the Assessing Department or on-line.)

**CERTIFY:** This property is my primary residence and permanent place of abode. I occupied it as my primary residence for a minimum of 185 days in the year prior to the year of this application. (If you do not meet this requirement, you must provide satisfactory evidence that you meet the statutory criteria for an allowable absence under AS 43.23.008.) I hereby attest that the information above is true and correct to the best of my knowledge, and I will notify the borough assessing department if I do not meet this requirement in any future year for the duration of this exemption.

Linda L. Reid PRINT OWNER NAME      Linda L Reid SIGNATURE      June 21, 2021 DATE

SBV

		*** ASSESSOR'S USE ONLY ***				
NEW FILING	OCCUPANCY	AGE	FULL	VARIABLE	APPROVED	ENTERED BY
	OWNERSHIP	AKDL	CONTIG		DENIED	
	6-3-05	1954			2021 yes	

21/5

Introduced by: Mayor  
Date: 08/03/21  
Hearing: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-30**

**AN ORDINANCE AUTHORIZING THE ASSESSOR TO ACCEPT ONE LATE-FILED  
RELIGIOUS EXEMPTION APPLICATION FOR 2021 AND PROVIDING AN  
EXCEPTION TO KPB 5.12.040(B)**

**WHEREAS**, AS 29.45.030(a)(3) provides that an exemption be granted for property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes; and

**WHEREAS**, in accordance with KPB 5.12.119(A), the mayor has the authority to grant extensions of time to file for property tax exemptions; and

**WHEREAS**, title to the property in question transferred on October 2, 2020, resulting in the removal of the previous religious non-profit exemption; and

**WHEREAS**, the new owner had previously applied and was approved for a religious non-profit exemption on a different parcel; and

**WHEREAS**, the assembly finds there was a good cause basis that resulted in the failure to apply timely for the non-profit religious exemption; and

**WHEREAS**, this ordinance authorizes an exception to KPB 5.12.040(B) to allow the assessor to make a change to the assessment roll after June 1 due to a tax exemption status change should the assessor otherwise find that the application meets the exemption requirements;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** Upon reviewing the non-profit exemption application, the assembly hereby waives the March 31 deadline for filing an application for the 2021 religious non-profit exemption based upon a finding that the applicant was unable to comply with that deadline due to a serious condition or extraordinary event beyond their control.

**SECTION 2.** That the assessor shall process the application in accordance with standard assessing department procedures for processing such applications.

**SECTION 3.** Notwithstanding KPB 5.12.040(B), in the event the assessor finds that the late-filed non-profit exemption application should be otherwise approved, the assessor is hereby authorized to make a change to the assessment roll after June 1, 2021 to reflect the approved exemption.

**SECTION 4.** That this ordinance shall take effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:



# Kenai Peninsula Borough

## Assessing Department

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Kenai Peninsula Borough Mayor *CP*

**FROM:** Adeena Wilcox, Director of Assessing *aw*

**DATE:** July 22, 2021

**RE:** Ordinance 2021-30, Authorizing the Assessor to Accept One Late Filed Non-Profit Exemption Application and Providing an Exception to KPB 5.12.040(B) (Mayor)

---

One non-profit exemption applicant, Faith Lutheran Church, has requested the assembly allow the assessor to accept a late-filed Non-Profit Religious Exemption Application received after March 31, 2021. Pursuant to AS 29.45.030(a)(3), property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes is exempt from general taxation.

Faith Lutheran Church took ownership from Alaska Mission for Christ Lutheran Church Missouri Synod on October 2, 2020. The religious exemption was properly ended during the title transfer. The Faith Lutheran Church, having previously been approved for a non-profit religious exemption on another parcel, did not apply for an additional exemption for the newly transferred parcel until July 16, 2021.

The failure to apply for the nonprofit religious exemption was a result of several unforeseen circumstances. The President in-charge resigned and two board members had significant medical issues. These events resulted in the failure to notice that there was no exemption in place for the Prince of Peace Lutheran Church, located in Seldovia and gifted to the Faith Lutheran Church.

This ordinance seeks assembly approval to allow the mayor to grant an extension of time and accept the late-filed non-profit exemption application of Faith Lutheran Church pursuant to KPB 5.12.119(A).

This ordinance also seeks approval for the assessor to adjust the assessment roll to make changes in the taxable status of property on the roll after June 1, 2021 pursuant to KPB 5.12.040(B).

Your consideration of this ordinance is appreciated.

Introduced by: Mayor  
Date: 08/03/21  
Hearing: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-31**

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO A MASTER LAND LEASE DEVELOPMENT AGREEMENT WITH ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES IN SUPPORT OF THE STERLING HIGHWAY MP 45-60 CONSTRUCTION PROJECT NEAR COOPER LANDING TO INCLUDE A STAGING AREA AT TRACT C QUARTZ CREEK SUBDIVISION AND APPRAISAL PROVISIONS**

- WHEREAS**, the State of Alaska Department of Transportation and Public Facilities (“DOT&PF”) is actively working on the Sterling Highway MP 45-60 construction project near Cooper Landing; and
- WHEREAS**, Ordinance 2021-14 authorized the lease of multiple staging and disposal sites on borough lands to DOT&PF under a Master Land Lease Development Agreement (“Master Lease”); and
- WHEREAS**, Ordinance 2021-13 authorized the lease of Tract C Quartz Creek Subdivision to one of DOT&PF’s contractors, Kiewit Infrastructure West Company, for staging in support of the state project; and
- WHEREAS**, DOT&PF has requested that the lease of Tract C be issued directly to DOT&PF and that state procurement methods for valuation be included as an overall provision of the Master Lease; and
- WHEREAS**, the Master Lease can be amended to include Tract C and to provide for methods of valuation consistent with state procurement standards; and
- WHEREAS**, state procurement standards for land valuation would protect the borough’s interests in fair compensation for the use of borough land; and
- WHEREAS**, the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of August 9, 2021 recommended \_\_\_\_\_;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the assembly finds that leasing to DOT&PF the parcel of land described as Tract C Quartz Creek Subdivision pursuant to KPB 17.10.100(I) is in the best interest of the borough to support the highway project which will significantly improve road access to and from the western half of the borough and provide revenue to the borough..

**SECTION 2.** That the provisions of KPB 17.10.080-.090 and KPB 17.10.110-.240 governing classification, disposition, and leasing of borough lands and related natural resources shall not apply to this lease to DOT&PF in cooperation with the Sterling Highway MP 45-60 project.

**SECTION 3.** Based on the foregoing, the mayor is hereby authorized pursuant to KPB 17.10.100(I) to amend the Master Lease to include Tract C Quartz Creek Subdivision for project staging and to amend the lease rental provisions to include appraisal methods for establishing or adjusting rent for all sites included in the Master Lease, substantially in the form of the amendment document accompanying this ordinance. The authorization is only for a lease of the property to the DOT&PF, and it may not assign any rights to negotiate or enter an agreement for lease to any other person or entity.

**SECTION 4.** The mayor is authorized to execute a lease amendment substantially similar in form to the Master Lease Amendment No. 1 form approved by the assembly.

**SECTION 5.** DOT&PF shall have 120 days from the time of enactment of this ordinance to execute the lease document.

**SECTION 6.** That revenue from the subject lease shall be deposited in the Land Trust Fund.

**SECTION 7.** That the authorization to lease Tract C provided by Ordinance 2021-13 is superseded by this ordinance.

**SECTION 8.** That this ordinance shall take effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*  
Melanie Aeschliman, Planning Director *MA*

**FROM:** Marcus A Mueller, Land Management Officer *MA*

**DATE:** July 22, 2021

**RE:** Ordinance 2021-31, Authorizing an Amendment to a Master Land Lease Development Agreement with Alaska Department of Transportation and Public Facilities in Support of the Sterling Highway MP 45-60 Construction Project Near Cooper Landing to Include a Staging Area at Tract C Quartz Creek Subdivision and Appraisal Provisions (Mayor)

---

Alaska Department of Transportation and Public Facilities (DOT&PF) is actively working on the Sterling Highway MP 45-60 Construction Project which follows the Juneau Creek Alternative near Cooper Landing.

KPB Land Management has been working with the project team as it seeks to implement this major project. DOT&PF has entered into a Master Lease that includes three project staging and disposal sites on borough owned or managed land. A fourth site related to the project had been proposed to be leased by a DOT&PF contractor. However, DOT&PF now requests that the lease of this fourth site, located at Tract C Quartz Creek Subdivision, be included in DOT&PF's Master Lease.

In discussions, DOT&PF has indicated that it would like to have the ability to go through an appraisal process on Tract C as well as the other sites. An appraisal process would conform to DOT standards and would protect KPB's interests in receiving a fair market rent for the surface use of the KPB land.

This ordinance would authorize an amendment to DOT's Master Lease to include Tract C Quartz Creek Subdivision and to provide for rental rates to be adjusted to the appraised fair market rental value once DOT completes such appraisals.

Your consideration is appreciated.

**Master Land Lease Development Agreement  
AMENDMENT NO 1  
KPBL# 21-0501-01**

WHEREAS, KPBL and DOT&PF have entered in a certain Master Land Lease Development Agreement (the "Agreement") serialized KPBL# 21-0501-01 for multiple staging and disposal sites associated with the Sterling Highway MP 45-60 project; and

WHEREAS, KPBL and DOT&PF desire to amend the Master Land Lease Development Agreement to include an additional site known as Tract C Quartz Creek Subdivision and to include appraisal provisions for the establishment of adjustment of rents on all sites included in the Agreement;

NOW THEREFORE,

The Kenai Peninsula Borough, an Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, AK 99669 (hereinafter "KPBL" or "Lessor"), and the State of Alaska, Department of Transportation and Public Facilities, whose address is 4111 Aviation Avenue, Anchorage, AK 99519 (hereinafter "DOT&PF" or "Lessee") enter into this Master Land Lease Development Agreement Amendment No 1 (Amendment No 1) and agree herein to amend the Agreement as follows (**bold underline** indicates amended language):

Amend Section I (2) to update contact information as follows:

2. **Authorized Contact.** All communications about this Agreement shall be directed as follows, any reliance on a communication with a person other than the listed below is at the party's own risk. KPBL staff do not have authority to bind the KPBL. Any material amendments or changes to the Agreement must be approved in writing signed by the KPBL Mayor.

**KPBL**

**DOT&PF**

Kenai Peninsula Borough  
Attn: Land Management Division  
Mailing Address: 144 N. Binkley St.  
Soldotna, AK 99669

DOT&PF Central Region Construction  
Attn: **Jonathan Tymick**  
4111 Aviation Avenue  
Anchorage, AK 99519-6900

**Amend Section II (5) as follows:**

**II. Leased Property Description; Term; Rent**

5. **The Property.** The KPBL leases to DOT&PF and DOT&PF leases from the KPBL, the following

described Property in an “as-is” condition. The KPB makes no specific warranties, express or implied, concerning the title, condition, or use of the Property, including survey, soils, wetlands, access, or suitability for any use, including those uses authorized by the Agreement, unless otherwise specified in this Agreement:

West #1 Staging and Disposal Site; 14.0 acres +/-, located within the N1/2 Section 27, T5N, R4W, S.M. AK

West #2 Staging and Disposal Site; 4.6 acres +/-, located within the N1/2 Section 26, T5N, R4W, S.M. AK

East #2 Staging and Disposal Site; 4.7 acres +/-, located within Tract A USS 5105 situated within Section 30, T5N, R3W, S.M. AK

**Tract C Quartz Creek Subdivision, Plat No 94-11, Seward Recording District; 15.81 acres +/-**

Each Site more particularly described and depicted in Attachment 3- Site Survey Drawings.

**Amend Section II (7) as follows:**

7. Term.

7.1. Initial Term. The Initial Term of this Agreement shall be for a period of 5 years commencing on May 1, 2021 and terminating on April 30, 2026. **The initial term as applied to Tract C Quartz Creek Subdivision commences August 15, 2021.**

**Amend Section II (8) as follows:**

8. Rent.

8.1. Surface Use Rent (“Rent”). The Rent for the use of the surface area of the Property is shown on the table below, for the first year of the Agreement, payable on the commencement date of the lease and each anniversary thereof. This Rent shall increase annually at 3% per annum.

SITE DESCRIPTION	AREA	INITIAL RENT
West #1 Staging and Disposal Site	14.0 acres +/-	\$8,400/YR
West #2 Staging and Disposal Site	4.6 acres +/-	\$5,520/YR
East #2 Staging and Disposal Site	4.7 acres +/-	\$5,640/YR
<b><u>Tract C Quartz Creek Subdivision</u></b>	<b><u>15.81 acres +/-</u></b>	<b><u>\$35,640/YR</u></b>
 TOTAL		 <b><u>\$55,200/YR</u></b>

8.2. Material Extraction and Disposal. The consideration, fees or royalties associated with

material extraction, disposal, and reclamation under the Agreement shall be set forth in Attachment 1 – Materials Extraction and Disposal Terms & Conditions.

- 8.3. **Rent for Tract C Quartz Creek Subdivision is prorated for the initial partial year through April 30, 2022 as (258 days divided by 365)x(\$35640)= \$25,192.10.**
- 8.4. **Rent for each site may, at any time, be adjusted to the appraised fair market rental value. DOT&PF may have the sites appraised according to DOT&PF appraisal standards as to the fair market value or fair market rental value. In the case of a fair market value appraisal, 8% of the appraised fair market value will be used as the lease rate. Upon acceptance of the appraisal by each party the appraised fair market rent will be adopted and any rental adjustment payment, or reimbursement due either party will be made within 60 days for the annual period in which the appraisal is conducted. The adjusted rent shall then increase annually at 3% per annum.**

**Amend Section III (9) as follows:**

9. **Authorized Uses.** The Agreement is entered into for the use of the Property for the following authorized uses:
  - 9.1. Subject to Section 11 below, Rights Reserved by KPB, DOT&PF shall have exclusive surface use and possession of the Property. The surface uses shall be governed by this Master Lease. Surface uses include, but are not limited to, staging of personnel and equipment, material processing operations, temporary facilities, and related uses reasonably necessary to support completing the Project. Authorized uses specifically include those described in Attachment 4- Staging/Disposal Operations Plan.
  - 9.2. Subject to the terms set forth in Attachment 1, Materials Extraction and Disposal Agreement, DOT&PF may use the Property to dispose, develop, process, explore, excavate, crush, stockpile, remove, gravel, soil, and other natural resource materials on the Property. The reclamation obligations set forth in Attachment 1 survive termination of the Agreement.
  - 9.3. **Terms specific to Tract C Quartz Creek Subdivision**
    - a. **Subject to reclamation obligations, DOT&PF shall have the right to develop Tract C sufficient for its authorized uses included importing clean, construction grade gravel fill material, installation of utilities, installation of DEC approved septic system or holding tanks, drilling of on-site water wells, and installation of road approaches, pads, and durable surfaces. DOT&PF shall conserve topsoil on site and maintain such material available for site reclamation at the end of the Agreement.**
    - b. **Vegetated Buffers/ Clearing Plan. Uses of Tract C under this agreement are subject to preserving certain vegetated buffers along the perimeter of the**



property. Prior to commencement of the Agreement, a clearing plan had been agreed upon and implemented through which certain areas of vegetation were preserved. The cleared area shall be available for DOT&PF's development and use under this agreement. No further clearing or expansion of use into vegetated areas will take place unless first approved by KPB in writing. Vegetated areas may be incorporated into DOT&PF's storm water management practices. Individual trees within the vegetated buffer that are a substantial hazard risk may be removed by DOT&PF as necessary without changing the buffer status.

c. Site Closure.

9.3.c.1. Notwithstanding KPB 17.10.240, prior to termination of this Agreement the KPB reserves the right, at KPB's sole option, to require Lessee to restore the site to a natural condition, free of contamination, to leave the site in a condition suitable for use by another, or any combination thereof. KPB declares an intent for the site to be useful for a commercial business subdivision at the end of the Agreement.

9.3.c.2. Pre-closure Inspection. KPB and Lessee will jointly inspect the site for the purpose of KPB determining the condition that site will be left in prior to termination of Agreement. KPB and Lessee shall agree in writing the condition that site will be left in prior to termination of Agreement. KPB, at its sole discretion, may require Lessee to take any or all of the actions listed in paragraphs A and B of this section.

A. Removal of Improvements. The KPB may require Lessee to remove any and all improvements including septic systems, utilities, imported materials, and closure of wells.

B. Reclamation. Site shall be reclaimed by adding organic topsoil material to bring site to a consistent topographic level as adjacent features and then planted with local plant species.

9.3.c.3. Post-closure Inspection. KPB and Lessee will jointly inspect site to confirm site is left in a condition acceptable to KPB and KPB will issue a document to Lessee affirming its findings.

Except as expressly set forth and amended herein, all remaining covenants, terms, and conditions of the Agreement, as amended, shall remain in full force and effect.



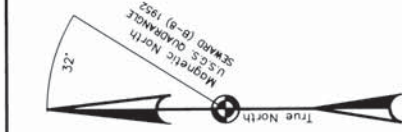
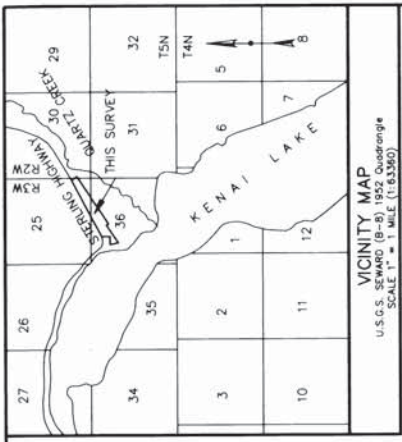
**DOT&PF NOTARY ACKNOWLEDGMENT**

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, Department of Transportation and Public Facilities, State of Alaska, and who acknowledged to me that the foregoing instrument was executed freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and who is authorized by said State of Alaska to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires:  
\_\_\_\_\_



**LEGEND**

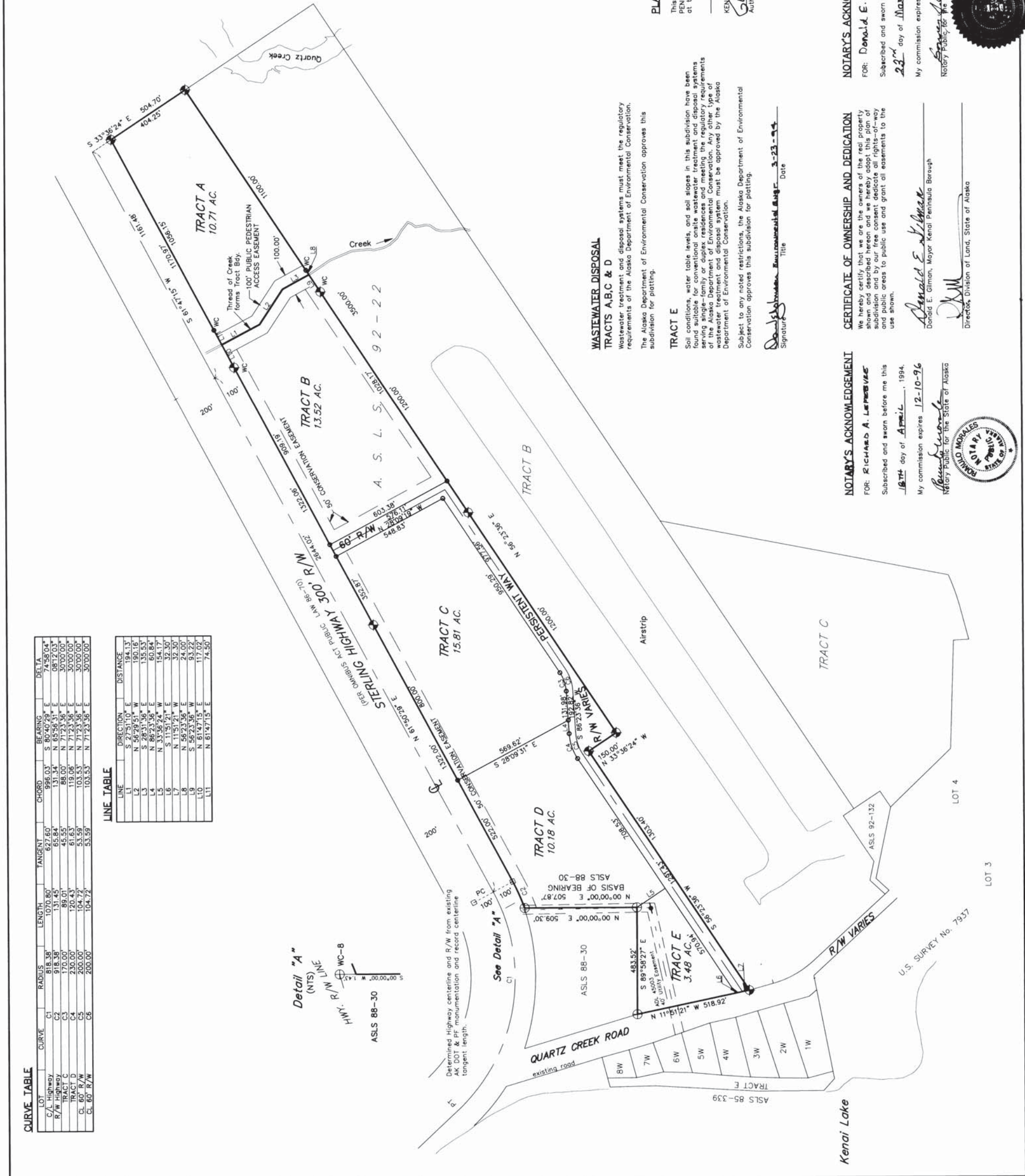
- ⊕ PRIMARY MONUMENT RECOVERED THIS SURVEY
- SECONDARY MONUMENT RECOVERED THIS SURVEY
- ⊙ AK DOT & PF 6" x 6" CONC. R/W MONUMENT RECOVERED THIS SURVEY
- ⊕ PRIMARY MONUMENT SET THIS SURVEY
- SECONDARY MONUMENT SET THIS SURVEY
- 1/2" REBAR WITH PLASTIC CAP.

**NOTES**

- 1) Water supply and sewage disposal systems shall be permitted only in conformance with applicable requirements of 18 AAC 70, 18 AAC 72, and 18 AAC 80.
- 2) No direct access to state maintained ROWS permitted unless approved by State of Alaska Department of Transportation.
- 3) No permanent structure shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
- 4) BUILDING SET BACK - A building set back of 20 ft. is required from all street rights-of-way unless a lesser standard is approved by resolution of the appropriate Planning Commission.



94-11  
RECORDED  
SEWARD REC. DIST. OF  
DATE 5/15/94 BY 94  
RECORDED BY MCLANE & ASSOC  
ADDRESS P.O. BOX 468  
SOLDOTNA, AK 99669



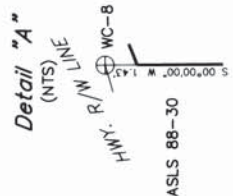
**CURVE TABLE**

LOT	CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C/L Highway	C1	818.38'	1070.80'	627.60'	996.03'	S 80°40'29" E	74°58'04"
R/W Highway	C2	918.38'	131.34'	65.84'	131.34'	N 65°56'31" E	06°12'03"
TRACT C	C3	170.00'	89.01'	45.55'	88.00'	N 71°23'36" E	30°00'00"
TRACT D	C4	230.00'	120.43'	61.63'	119.06'	N 71°23'36" E	30°00'00"
CL 60' R/W	C5	200.00'	104.72'	53.59'	103.53'	N 71°23'36" E	30°00'00"
CL 60' R/W	C6	200.00'	104.72'	53.59'	103.53'	N 71°23'36" E	30°00'00"

**LINE TABLE**

LINE	DIRECTION	DISTANCE
L1	S 27°51'10" E	194.13'
L2	N 56°29'51" W	190.16'
L3	S 28°31'36" E	135.53'
L4	N 86°23'36" E	60.84'
L5	N 33°36'24" W	154.17'
L6	S 11°51'21" E	32.30'
L7	N 11°51'21" W	32.30'
L8	N 56°23'36" E	24.00'
L9	S 56°23'36" W	93.22'
L10	N 61°47'15" E	117.02'
L11	N 61°47'15" E	74.50'



**WASTEWATER DISPOSAL TRACTS A,B,C & D**  
Wastewater treatment and disposal systems must meet the regulatory requirements of the Alaska Department of Environmental Conservation. The Alaska Department of Environmental Conservation approves this subdivision for platting.

**TRACT E**  
Soil conditions, water table levels, and soil slopes in this subdivision have been found suitable for conventional onsite wastewater treatment and disposal systems serving single-family or duplex residences and meeting the regulatory requirements of the Alaska Department of Environmental Conservation. Any other type of wastewater treatment and disposal system must be approved by the Alaska Department of Environmental Conservation. Subject to any noted restrictions, the Alaska Department of Environmental Conservation approves this subdivision for platting.

Signature: *Donald E. Gilman*  
Title: Environmental Engineer 3-23-94  
Date

**PLAT APPROVAL**

This plat was approved by the KENAI PENINSULA BOROUGH PLANNING COMMISSION at the meeting of December 13, 1993.

KENAI PENINSULA BOROUGH by *Scott Malone*  
Authorized Official

**NOTARY'S ACKNOWLEDGEMENT**

FOR: **Donald E. Gilman**  
Subscribed and sworn before me this 23<sup>rd</sup> day of March, 1994.  
My commission expires 7/22/97  
Notary Public for the State of Alaska



**NOTARY'S ACKNOWLEDGEMENT**

FOR: **RICHARD A. LEFEBVRE**  
Subscribed and sworn before me this 18<sup>th</sup> day of April, 1994.  
My commission expires 12-10-96  
Notary Public for the State of Alaska



**CERTIFICATE OF OWNERSHIP AND DEDICATION**

We hereby certify that we are the owners of the real property shown and described herein and we hereby adopt this plan of subdivision and by our free consent dedicate all rights-of-way and public areas to public use and grant all easements to the use shown.  
*Donald E. Gilman*  
Donald E. Gilman, Mayor Kenai Peninsula Borough  
Director, Division of Land, State of Alaska




**QUARTZ CREEK SUBDIVISION**  
(A Resubdivision of Tract A ASLS 92-22)

KENAI PENINSULA BOROUGH, OWNER  
144 N. Binkley  
Soldotna, AK 99669  
LOCATION  
56,814 AC. (L) WITHIN UNSURVEYED SEC. 30, T. 5 N., R. 3 W., SD 10 (S) SEC. 34, 35, T. 5 N., R. 3 W., SW 1/4 THE KENAI PENINSULA BOROUGH IN SEWARD RECORDING DISTRICT.  
Surveyed by: MCLANE & ASSOCIATES  
P.O. BOX 468  
SOLDOTNA, AK 99669  
Date: Nov. 29, 1993  
Book No.: 92-08  
Project No.: 922018p  
Drawn by: [Signature]  
Scale 1" = 200'  
Checked by: MSM  
KPB File No.: 93-185

NOTE: All dimensions given in feet



**Legend**

-  Clearing Limits
-  TRACT C
-  Parcels

LEGAL DESCRIPTION:

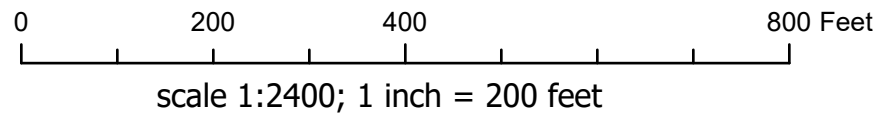
T 5N R 3W SEC 36 SEWARD  
MERIDIAN SW 0940011  
QUARTZ CREEK SUB TRACT C

### Attachment 3 Clearing Plan

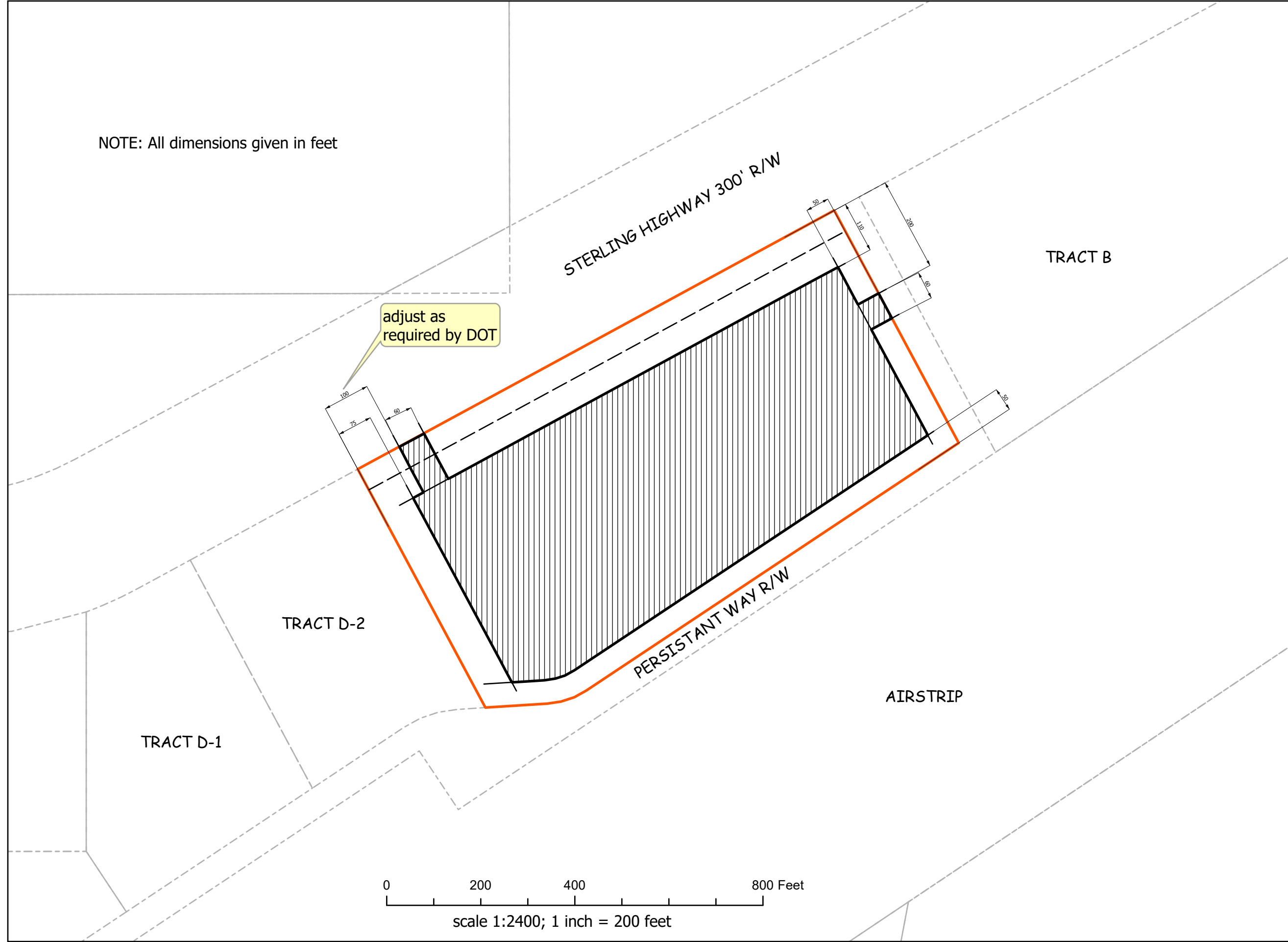
Proposed Clearing Limits  
for LMD 20-17.

Permittee: Kiewit  
Infrastructure

-KPB Land Management  
9/23/2020



adjust as  
required by DOT



Project Number:  
OA33028/CFHWY00684  
Date: 1/20/2021

# Sterling Highway MP 45-60 Sunrise to Skilak Lake Rd Phases 2-5 CM/GC

## Tract C Lease Application

*ATTACHMENT 4 to Lease Agreement*

*Prepared For:*

Kenai Peninsula Borough Land Management  
Division

Section

Page

*Prepared By:*

Kiewit Infrastructure West Co.  
2000 W. International Airport Rd. C-6  
Anchorage, AK 99502

# Contents

Section	Page
<b>Acronyms and Abbreviations.....</b>	<b>ii</b>
<b>Introduction .....</b>	<b>1</b>
<b>Existing Improvements.....</b>	<b>2</b>
<b>Proposed Permanent Improvements .....</b>	<b>3</b>
<b>Plan for Future Use .....</b>	<b>4</b>
<b>SWPPP and SPCC.....</b>	<b>4</b>



# Acronyms and Abbreviations

ADOT&PF	Alaska Department of Transportation & Public Facilities
KIWC	Kiewit Infrastructure West Co.
KPB	Kenai Peninsula Borough
SWPPP	Storm Water Pollution Prevention Plan
APDES	Alaska Pollutant Discharge Elimination System
SPCC	Spill Prevention Control and Countermeasure
HMA	Hot Mix Asphalt

# Introduction

KIWC proposes a negotiated lease of Tract C.

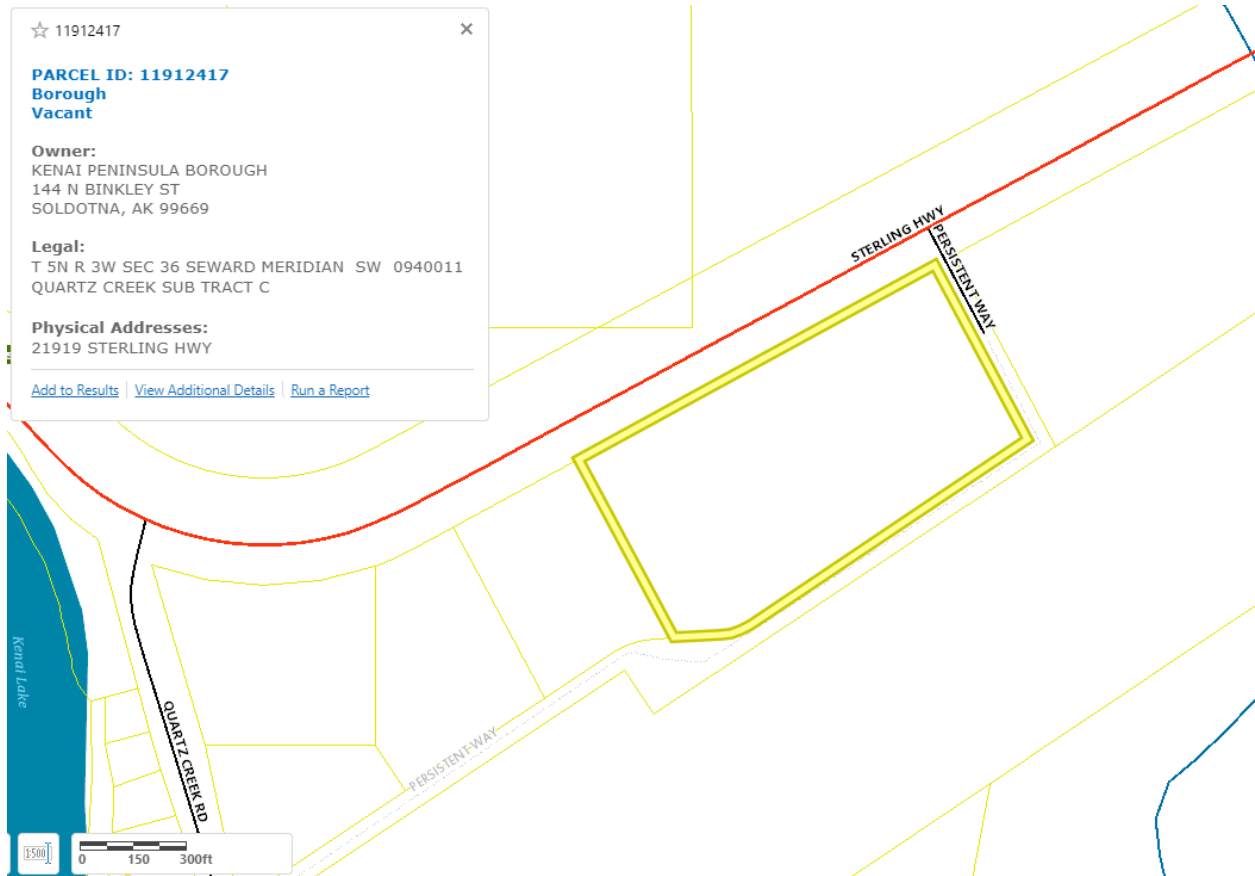
The parcel known as Tract C is described as the following:

Legal Description: T 5N R 3W SEC 36 SEWARD MERIDIAN SW 0940011 QUARTZ CREEK SUB TRACT C

Physical Address: 21919 Sterling Hwy

Tax Parcel ID: 11912417

Acreage: 15.81 Acres



The proposed primary use for this parcel under the negotiated lease is to develop a temporary project field office; and temporary materials and equipment laydown area to facilitate construction activities for the Sterling Highway MP 45-60 Sunrise to Skilak Lake Rd Phases 2-5 CM/GC Project for AKDOT&PF.

The proposed term for the negotiated lease is April 2021 until the highway project completion. The project is anticipated to be completed by the end of year 2025.

## Existing Improvements

Under existing KPB Land Use Permit LMD 20-17, KIWC has completed 10.8 Acres of timber clearing and salvage; and soil sampling at Tract C during the week of November 16<sup>th</sup>, 2020. The current condition of the parcel is shown in the photo below.



*Figure 1 - Site Photo 11/20/2020*

A copy of Land Use Permit LMD 20-17 is attached.

Prior to the work performed in 2020 under the land use permit, the parcel existed as a wooded lot with a paved driveway apron access at the intersection of Persistence Way and Sterling Hwy leading to a single lane gravel road.

# Proposed Permanent Improvements and Temporary Structures

During the lease, KIWC proposes to develop Tract C to be a working field office. Site work including utility installation and earthwork will be required to facilitate access and installation of the temporary office structures. A portion of this work may be considered permanent improvement for integration into the future development plan.

Proposed permanent improvements include the following:

- Utility Installation
  - Electric Service (Chugach Electric Association Inc.)
  - Phone Service (TelAlaska)
  - Leach Field Sewage System
  - Potable Drinking Water Well System
- Site Earthwork
  - Grubbing
  - Drainage
  - Grading and placing gravel for a driveable working surface

The preliminary plan for the site is shown below in Figure 2. This plan includes several temporary structures that are planned to be removed by the end of the lease term.

Proposed temporary structures include the following examples:

- Job office - consisting of mobile trailer units
- Area Lighting
- Fencing and Entrance Gates
- Hot Mix Asphalt (HMA) Plant
- Concrete Batch Plant
- Bathroom facilities
- Parking area
- Secondary Access to Sterling Hwy
- Materials testing lab
- Maintenance facility
- Fuel Storage

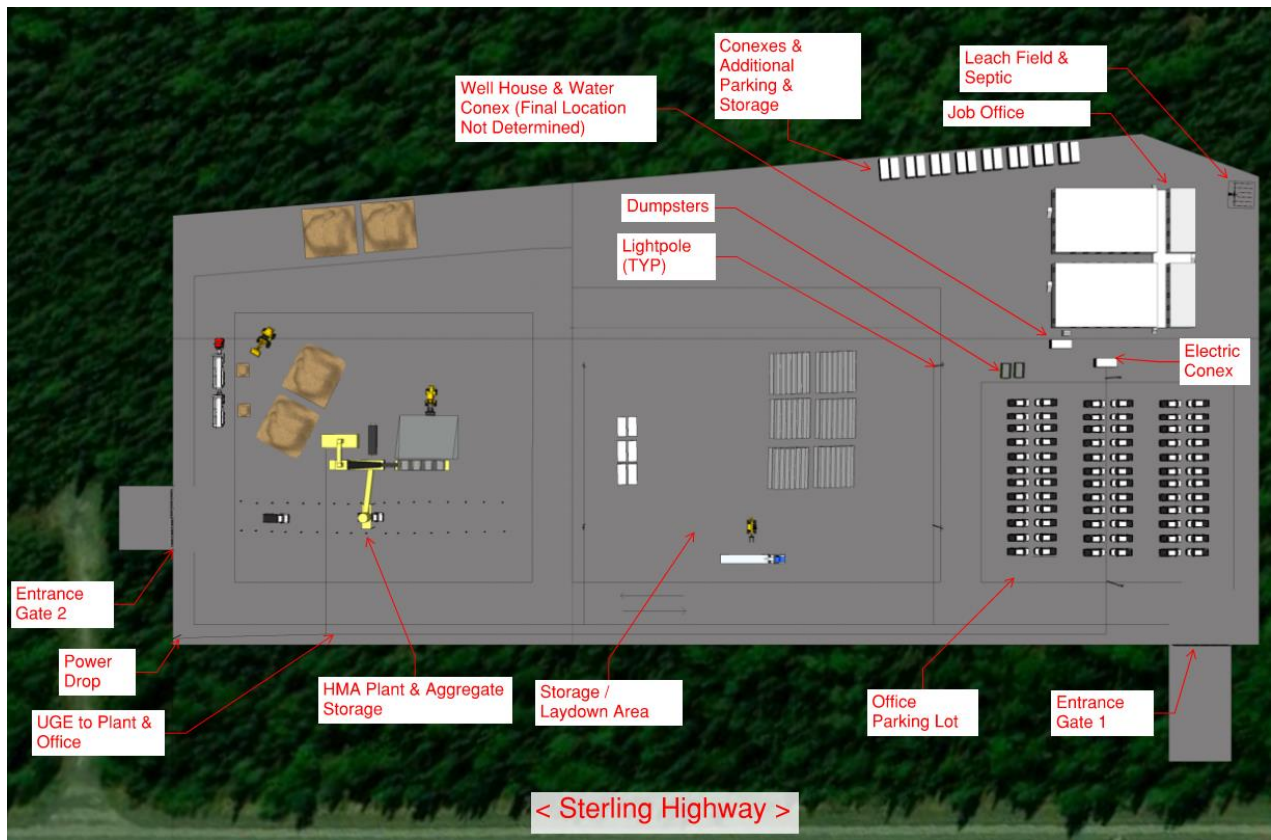


Figure 2 - Preliminary Site Layout

## Plan for Future Use

KIWC intends to cooperate with KPB's future development plan for Tract C. Engineering resources will be available.

## SWPPP and SPCC

The site work at Tract C including ground disturbing work, will be performed and maintained in adherence with the APDES Construction General Permit (CGP) and the project SWPPP and SPCC Plan programs for the duration of the lease. Documentation for this program will be located at the project office. Reporting of spills or discharges will follow the protocols listed in the program.

Introduced by: Mayor  
Date: 08/03/21  
Hearing: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-32**

**AN ORDINANCE AUTHORIZING A NEGOTIATED LEASE AT FAIR MARKET  
VALUE WITH EDWARD AND KATHLEEN MARTIN, DBA COZY INN, IN KENAI  
FOR A PARKING AREA**

**WHEREAS**, Edward and Kathleen Martin are owners of Lots 1 & 2, Block 4, Inlet View Subdivision 1<sup>st</sup> Revision, Plat KN-1515 in the City of Kenai; and

**WHEREAS**, the Martins own and plan to operate Cozy Inn on the property in conjunction with a local construction academy job training program, to house the students; and

**WHEREAS**, the Martins property lacks sufficient space for customer parking; and

**WHEREAS**, the borough owns an adjacent large parcel that is classified as Residential and zoned Rural Residential; and

**WHEREAS**, the Martins have applied for a negotiated lease of an area to be improved and serve as a parking area; and

**WHEREAS**, the Martins would be responsible for acquiring any necessary conditional use permits required by the City of Kenai for the proposed use; and

**WHEREAS**, the KPB Planning Commission at its regularly scheduled meeting of August 9, 2021 recommended \_\_\_\_\_;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** Pursuant to KPB 17.10.100(I) and 17.10.120(D), the assembly finds that leasing approximately 0.58 Gross/ 0.43 Net acres of borough land more particularly described in Section 2 below at fair market value to Edward and Kathleen Martin, DBA Cozy Inn, for a parking area is in the best interest of the borough based on the following findings of fact:

- A. The proposed use is compatible with the land classification and zoning, subject to City of Kenai conditional use permitting.

- B. The lease of land would support local business and job training and would provide a revenue stream to the Land Trust Fund.
- C. The configuration of the proposed lease would allow for future development of the remaining borough-owned land.

**SECTION 2.** Subject land lease is described as follows:

Beginning for reference at the N ¼ Corner of Section 4, T5N, R11W, Seward Meridian, thence N 89°56'00"E a distance of 180.00 feet to the point of beginning; thence S 00°09'00"E a distance of 194.00 feet along the east boundary of Inlet View Subdivision 1<sup>st</sup> Revision, Plat KN1515, to the southeast corner of Lot 2 Block 4 Inlet View Subdivision 1<sup>st</sup> Revision; Thence N 89°56'00"E a distance of 130.00 feet; thence N 00°09'00"W a distance of 194.00 feet to the north boundary of Section 4; Thence S 89°56'00"W a distance of 130.00 feet to the point of beginning;

Subject to a Section Line Easement along the north 50' of the land lease area; and

further subject to a Stormwater Drain Facility Easement benefitting the City of Kenai per book 578, page 907, Kenai Recording District.

**SECTION 3.** That the assembly additionally makes an exception to KPB 17.10.110 requiring notice of a disposition of land. This exception is based on the following findings of facts pursuant to KPB 17.10.230:

1. Special circumstances or conditions exist.
  - A. The purpose of advertising, pursuant to KPB 17.10.110, is to notify the public of an opportunity to purchase or lease borough land. However, because the authorization of this ordinance is for a sole source lease, advertising will not serve a useful purpose.
2. That the exception is necessary for the preservation and enjoyment of a substantial property right and is the most practical manner of complying with the intent of this chapter.
  - A. Making an exception to advertising, pursuant to KPB 17.10.110, will not affect any substantial property right as this is public land with previous seasonal field uses.
3. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the area.

- A. Making an exception to advertising, pursuant to KPB 17.10.110, will not be detrimental or injurious to any public or private parties as leasing the subject land is subject to the acquisition of city of Kenai conditional use permits which address such matters.

**SECTION 4.** Based on the foregoing, the mayor is hereby authorized, pursuant to KPB 17.10.100(I) and 17.10.120(D) to lease the land described in Section 2 above to Edward and Kathleen Martin, DBA Cozy Inn, for a term of 10 years with a 10-year renewal option at fair market value as determined by appraisal methods contained in the lease. The authorization is for lease solely to Edward and Kathleen Martin, DBA Cozy Inn, and they may not assign any rights to negotiate or enter an agreement for lease with any other person or entity without obtaining prior approval in accordance with the lease.

**SECTION 5.** That the mayor is authorized to execute a lease substantially similar to the one attached, and sign any documents necessary to effectuate this ordinance.

**SECTION 6.** That Kathleen Martin, DBA Cozy Inn shall have 180 days to execute the lease document from the date of enactment of this ordinance.

**SECTION 7.** That this ordinance shall take effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*DAY OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:





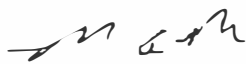
Kenai Peninsula Borough  
Planning Department – Land Management Division

---

**MEMORANDUM**

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor   
Melanie Aeschliman, Planning Director 

**FROM:** Marcus A. Mueller, Land Management Officer 

**DATE:** August 5, 2021

**RE:** Amendment to Ordinance 2021-032, Authorizing a Negotiated Lease at Fair Market Value with Edward and Kathleen Martin, dba Cozy Inn, in Kenai for a Parking Area (Mayor) (Hearing on 08/17/21)

---

This amendment would amend the title of the ordinance to provide the physical address of the land area within the City of Kenai that would be leased should the assembly enact Ordinance 2021-32.

➤ Amend the title, as follows:

AN ORDINANCE AUTHORIZING A NEGOTIATED LEASE AT FAIR MARKET VALUE WITH EDWARD AND KATHLEEN MARTIN, DBA COZY INN, **702 LAWTON DRIVE,**  
**[IN] KENAI, ALASKA** FOR A PARKING AREA

Your consideration of this amendment is appreciated.

Kenai Peninsula Borough  
Planning Department – Land Management Division

---

**MEMORANDUM**

**TO:** Brent Hibbert, Assembly President  
Members of the Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*  
Melanie Aeschliman, Planning Director *MA*

**FROM:** Marcus Mueller, Land Management Officer *MM*

**DATE:** August 9, 2021

**RE:** Ordinance 2021-32: Lease Rental Rate

---

Ordinance 2021-32 would authorize a lease at fair market value. The purpose of this memo is to report the fair market lease rental rate for the proposed lease.

The KPB assessing department has provided a determination of fair market value of the leased area at \$14,800, considering the easements on the property.

If authorized, the initial lease rental rate would be established at 8% of \$14,8000, or \$1,184.00 per year.

Kenai Peninsula Borough  
Assessing Department

---

**MEMORANDUM**

**TO:** Julie Denison, Land Management Technician

**THRU:** Marcus Mueller, Land Management Officer  
**THRU:** Melanie Aeschliman, Planning Director *MA*  
**THRU:** Adeena Wilcox, Borough Assessor *AW*

**FROM:** Matt Bruns, Land Appraiser *MB*

**DATE:** 8/2/21

**RE:** Request for Fair Market Value Determination – Kenai Area 049-010-48

---

A request for a fair market value determination for a portion of the parcel #049-010-48. Subject is 37.65 acre tract currently owned by KP.B. The anticipated lease covers the land described as:

The West 130' of the North 194' of Government Lot 2 Excluding Therefrom Inlet View Subdivision, Section 04, Township 05 North, Range 11 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska. Subject land being 0.43 acres, more or less and subject to a Section Line Easement along the north 50' of the land lease area; and further subject to a Stormwater Drain Facility Easement benefitting the City of Kenai recorded at Book 578, Page 907, Kenai Recording District.

Please note: Subject parcel #049-010-48 is zoned Rural Residential by the City of Kenai. The adjacent parcel #049-150-25 owned by lease applicants Kathleen A. and Edward D. Martin, dba Cozy Inn is zoned Suburban Residential 2 by the City of Kenai.

Subject parcel has paved access, public water, gas utility and electric utility with a good view. The Land Sales Ratio #120 was updated for 2021 based on the past three years of reported market sales. The estimated fair market value for the 0.43 acres would be \$14,800, which accounts for the easements mentioned above.

Please let me know if any additional information is required.

\*The land influence for the subject parcel is categorized with a Good View. The 0.43 acre portion does not share this view and has been valued with View None.

Kenai Peninsula Borough  
Planning Department – Land Management Division

---

**MEMORANDUM**

TO: Adeena Wilcox, Borough Assessor  
THRU: Marcus Mueller, Land Management Officer *mm*  
FROM: Julie Denison, Land Management Technician  
DATE: August 2, 2021  
RE: Fair Market Value Appraisal Request  
APN: 04901048

Land Management anticipates a lease of borough land described as:

The West 130' of the North 194' of Government Lot 2 Excluding Therefrom Inlet View Subdivision, Section 04, Township 05 North, Range 11 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska.

Beginning for reference at the N ¼ Corner of Section 4, T5N, R11W, Seward Meridian, thence N 89°56'00"E a distance of 180.00 feet to the point of beginning; thence S 00°09'00"E a distance of 194.00 feet along the east boundary of Inlet View Subdivision 1<sup>st</sup> Revision, Plat KN1515, to the southeast corner of Lot 2 Block 4 Inlet View Subdivision 1<sup>st</sup> Revision; Thence N 89°56'00"E a distance of 130.00 feet; thence N 00°09'00"W a distance of 194.00 feet to the north boundary of Section 4; Thence S 89°56'00"W a distance of 130.00 feet to the point of beginning;

Subject to a Section Line Easement along the north 50' of the land lease area; and

further subject to a Stormwater Drain Facility Easement benefitting the City of Kenai per book 578, page 907, Kenai Recording District;

Containing 0.43 acres +/- acres in Net.

Kathleen A. and Edward D. Martin, dba Cozy Inn has applied for a lease to provide parking space for students attending Commercial Drivers License and Basic Civil Construction courses at the Martin's adjoining property.

Pursuant to KPB 17.10.090 and 17.10.140(A), Land Management respectfully requests a fair market value determination for the portion of parcel 04901048 described above.

It would be convenient to have your response by Aug 9th.

# Parking Area Lease Map



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

# Kenai Peninsula Borough

## Planning Department – Land Management Division

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*  
Melanie Aeschliman, Planning Director *MA*

**FROM:** Marcus A. Mueller, Land Management Officer *MA*

**DATE:** July 22, 2021

**RE:** Ordinance 2021-32, Authorizing a Negotiated Lease at Fair Market Value with Edward and Kathleen Martin, dba Cozy Inn, in Kenai for a Parking Area (Mayor)

---

Ed and Kathleen Martin have applied for a negotiated lease of borough-owned land for a parking area adjacent to their property. The Martins' stated purpose is to operate their property for housing students undergoing job training in a local construction academy. In order to serve their customers and meet the zoning requirements of the City of Kenai (City), they would need 16 parking spaces that they do not have space for on the land that they own.

The adjacent borough-owned land is classified as residential and is zoned by the City as Rural Residential. A use as a parking area would require compliance with City zoning regulations and the applicants are willing to go through the permitting processes.

The area being proposed measures 130' of frontage along Lawton Drive and 194' from the center of the street, the north 50' of which is a section line easement serving Lawton Drive. The net area is approximately 0.43 acres after subtracting the Lawton Drive section line right-of-way. A City storm water drain easement (30' wide) also crosses the lease area, but may be compatible with the simple surface use of parking.

The KPB Planning Commission will hold a public hearing on August 9th and will forward its recommendations to the assembly.

The initial appraised rental value will also be reported to the assembly as soon as it is available. Your review and consideration of this ordinance is appreciated.

**KENAI PENINSULA BOROUGH  
REAL PROPERTY LEASE**

This LEASE (hereinafter called this "Lease"), for good and valuable consideration, and pursuant to Ordinance 2021-\_\_\_\_, enacted \_\_\_\_\_, 2021, is made and entered into by and between the KENAI PENINSULA BOROUGH, an Alaska municipal corporation whose address is 144 North Binkley Street, Soldotna, Alaska 99669, (hereinafter called "KPB"), and Edward and Kathleen Martin d.b.a. Cozy Inn, whose address is 35555 Kenai Spur Highway, PMB 471 Soldotna, Alaska 99669 (hereinafter called "Lessee").

**I. DESCRIPTION OF REAL PROPERTY**

This Lease grants Lessee use of the real property (hereinafter called "Property") described as follows:

Beginning for reference at the N ¼ Corner of Section 4, T5N, R11W, Seward Meridian, thence N 89°56'00"E a distance of 180.00 feet to the point of beginning; thence S 00°09'00"E a distance of 194.00 feet along the east boundary of Inlet View Subdivision 1<sup>st</sup> Revision, Plat KN1515, to the southeast corner of Lot 2 Block 4 Inlet View Subdivision 1<sup>st</sup> Revision; Thence N 89°56'00"E a distance of 130.00 feet; thence N 00°09'00"W a distance of 194.00 feet to the north boundary of Section 4; Thence S 89°56'00"W a distance of 130.00 feet to the point of beginning;

Subject to a Section Line Easement along the north 50' of the land lease area;  
and

further subject to a Stormwater Drain Facility Easement benefitting the City of Kenai per book 578, page 907, Kenai Recording District;

Containing 0.43 acres +/- acres in Net.

**II. PURPOSE OF LEASE**

Pursuant to Ordinance 2021-\_\_\_\_ the purpose of this lease is for parking area (hereinafter called "ACTIVITIES"). The allowed uses shall be in conformance with of the Lessee's Development Plan (, and the terms and conditions of any city zoning permits.

Development Plan

The Lessee's Development Plan illustrates the type and location of improvements, basic design and construction standards, landscaping features, location of utilities, and the nature of uses. The Development Plan approved under this lease describes the scope

of ACTIVITIES authorized by the lease. The initial approved development plan is incorporated by reference as Attachment A.

- a. Modification of Development Plan. The Development Plan may be modified by mutual agreement as necessary to advance the purposes of this lease. Modifications of Lessee's development plan may be made through the written approval of the KPB Mayor of a modified development plan submitted by Lessee to KPB in writing at least 60 days prior to anticipated modification of ACTIVITIES. Approved modifications shall be attached to this lease and effective upon the Mayor's written approval.

### Ingress and Egress

Lessee may, at any time, have ingress and egress directly from Lessee's own property. As a revocable matter of permission, Lessee may have ingress and egress along the existing driveway from Lawton Drive to the east of the lease area, until such time as permission is revoked in writing by KPB. Lessee has the option of developing a new driveway directly to Lawton Drive along the frontage of the lease area, subject to any permitting requirements of the local road authority.

### **III. RECITALS AND RIGHTS RESERVED TO KPB**

1. Nothing contained herein creates or implies any additional property interests, including easements or rights-of-way in the Property beyond the terms and conditions of this Lease.
2. The KPB reserves the right to require improvements to be removed by the Lessee at the termination of the Lease.
3. Lessee shall not develop beyond what is specified in the development plan, unless approved in writing by KPB.
4. KPB reserves the right to authorize other land uses on the Property by easement or permit which do not unreasonably interfere with Lessee's use.

### **IV. TERMS AND CONDITIONS**

1. Lease Term. This lease is for term of ten (10) years commencing September 1, 2021 and with an option to renew, by written mutual agreement, for a renewal term of ten (10) years.
2. Lease Rental. The annual lease rental for the first 5 years of this lease is \$\_\_\_\_\_, which is based on 8 percent of the fair market appraisal of the net leased area. The annual lease rental for each successive 5-year period of the lease shall be set



at 8 percent of the fair market value. The KPB Assessing Department shall conduct the appraisal. Should lessee dispute the value of KPB's appraisal, then Lessee may obtain an appraisal from a professional independent fee appraiser upon which the parties can agree to adopt one appraisal, and if no agreement is reached then then the rate shall be set at the average of the two appraisals.

3. Defense and Indemnification.

The Lessee shall indemnify, defend, save and hold the borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys' fees resulting from Lessee's performance or failure to perform in accord with the terms of this permit in any way whatsoever. The Lessee shall be responsible under this clause for any and all claims of any character resulting from Lessee or Lessee's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the borough or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Lessee shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the borough, its agents, or employees.

4. Insurance

Insurance coverage required under this Lease shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Lease shall remain in effect for the life of this Lease and shall be a part of the contract price. If Lessee's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Lease, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Lease and updated certificates shall be provided upon insurance coverage renewal, where applicable.

At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage the Borough may choose to maintain. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on the liability of the Lessee

under the indemnities granted to the Borough in paragraph 3 of this Lease.

4.1 Commercial General Liability. Lessee shall provide and maintain, Commercial General Liability Insurance (CGL). The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

4.2 Workers' Compensation. Lessee shall provide and maintain, for all of its employees engaged in work under this Lease, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Lessee shall be responsible for Workers' Compensation Insurance for any subcontractor(s) who directly or indirectly provides services under this Lease. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation shall be waived.

4.3 Auto Liability. Lessee shall provide and maintain, Auto Liability Insurance (ALI). The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.

5. Waste. Lessee shall not commit waste or injury upon the lands leased herein.

6. Fire Protection. Lessee shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the land under agreement, and comply with all laws, regulations and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the demised premises are located.

7. Safety. Lessee shall be solely responsible for maintaining the premises in a safe and fit condition. Lessee is responsible for the safety of all persons conducting activities on the property under this lease. Lessee agrees to provide the public with information regarding rules and regulations and other information pertaining to the property and the lease.
8. Sanitation. Lessee shall comply with all laws, regulations or ordinances promulgated for the promotion of sanitation. The subject property shall be kept in a clean and sanitary condition and every effort shall be made to prevent pollution of the waters and lands. Sanitary facilities shall be in accordance with the State of Alaska, Department of Environment Conservation regulations.
9. Hazardous Materials and Hazardous Waste. Storage, handling and disposal of hazardous waste shall not be allowed on lands under lease from KPB per KPB Code, Section 17.10.240(H).

Lessee shall comply with all applicable laws and regulations concerning hazardous chemicals and other hazardous materials, and shall properly store, transfer and use all hazardous chemicals and other hazardous materials and not create any environmental hazards on the lands leased herein. In no event may Lessee utilize underground storage tanks for the storage or use of hazardous chemicals or other hazardous materials.

Should any hazardous chemicals or hazardous materials of any kind or nature whatsoever, or hazardous wastes be released upon the subject lands during the term of this lease, Lessee shall IMMEDIATELY report such release to the KPB Planning Director or other appropriate KPB official and to any other agency as may be required by law, and Lessee shall, at its own cost, assess, contain and clean up such spilled materials in the most expedient manner allowable by law.

As used herein, "hazardous chemical" means a chemical that is a physical hazard or a health hazard.

As used herein, "hazardous material" means a material or substance, as defined in 49 C.F.R. 171.8, and any other substance determined by the federal government, the state of Alaska or KPB, to pose a significant health and safety hazard.

As used herein, "hazardous waste" means a hazardous waste as identified by the Environmental Protection Agency under 40 C.F.R. 261, and any other hazardous waste as defined by the federal government, the state of Alaska or KPB.

The covenants and obligations described in this article shall survive the termination of this lease.

10. Compliance With Laws. The Lessee agrees to comply with all applicable federal, state, borough, and local laws and regulations.

11. Easements and Rights-of-Way. This Lease is subject to all easements, rights-of-way, covenants and restrictions of which Lessee has actual or constructive notice. KPB reserves and retains the right to grant additional easements for utility and public access purposes across the property and nothing herein contained shall prevent KPB from specifically reserving or granting such additional easements and rights-of-way across the property as may be deemed reasonable and necessary.

As the parties agree that this is a reserved right which is reflected in the annual lease rental, in the event that KPB grants future additional easements or rights-of-way across the property, it is agreed and understood that Lessee shall receive no damages for such grant.

12. Inspections. Lessee shall allow KPB, through its duly authorized representative, to enter and inspect the leased premises at any reasonable time, with or without advance notice to Lessee, to ensure compliance with the terms and conditions of this lease. KPB's right to enter and inspect shall be exercised at KPB's sole discretion and the reservation or exercise of this right, and any related action or inaction by KPB, shall not in any way impose any obligation whatsoever upon KPB, and shall not be construed as a waiver of any rights of KPB under this agreement.
13. Property Taxes. Lessee shall timely pay all real property taxes, assessments and other debts or obligations owed to KPB. Pursuant to KPB Code, Section 17.10.120(F) this agreement will terminate automatically should Lessee become delinquent in the payment of any such obligations.
14. Assignments. Lessee may assign this Lease only if approved in advance by KPB. Applications for assignment shall be made in writing on a form provided by the Land Management Division. The assignment shall be approved if it is found that all interests of KPB are fully protected. The assignee shall be subject to and governed by the terms and conditions of this lease and applicable laws and regulations.
15. Cancellation. At any time that this Lease is in good standing it may be canceled in whole or in part upon mutual written agreement by the Lessee and either the KPB Mayor or Planning Director when applicable.

This Lease is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.

Lease lands shall be utilized for the purposes of the development, management,

and maintenance of the SPARC facility within the scope of the terms and conditions of the lease and in conformity with the lessee's development plan, applicable classification, and any land use or comprehensive plans. Utilization or development for other than the allowed uses shall constitute a violation of the lease and will become subject to cancellation.

Failure on the part of the lessee to substantially complete the development plan of the land or to not be consistent with the proposed use and terms and conditions of the lease within two years of the anniversary date of said lease shall constitute grounds for cancellation.

16. Termination. Upon termination of this Lease, Lessee covenants and agrees to return the property to KPB in a neat, clean and sanitary condition, and to immediately remove all items of personal property subject to the terms and conditions of Paragraph 23 below. All terms and conditions set out herein are considered to be material and applicable to the use of the property under this Lease. Subject to the following, in the event of Lessee's default in the performance or observance of any of the agreement terms, conditions, covenants and stipulations thereto, and such default continues thirty (30) calendar days after written notice of the default, KPB may cancel this lease, or take any legal action for damages or recovery of the property. No improvements may be removed during the time in which the contract is in default.

In the event Lessee breaches any provisions prohibiting the release of hazardous chemicals, hazardous materials or hazardous waste upon the property, and fails to immediately terminate the operation causing such release upon notice from KPB, then KPB may immediately terminate this lease agreement without notice to Lessee prior to the effective date of the termination.

17. Violation. Violation of any of the terms of this lease may expose Lessee to appropriate legal action including forfeiture of lease interest, termination, or cancellation of its interest in accordance with state law.
18. Notice of Default. Notice of the default, where required, will be in writing and as provided in the Notice provision of this Lease.
19. Entry or Re-entry. In the event that the Lease is terminated, canceled, or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the Lessee during the agreement term, KPB or its agents, servants or representative, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either without judicial action where appropriate, by summary proceedings or by a suitable action or proceeding at law or equity without being

liable for any damages therefor. Entry or re-entry by KPB shall not be deemed an acceptance of surrender of the contract.

20. Removal or Reversion of Improvements upon Termination of Lease.

Improvements on the property owned by Lessee shall, within ninety (90) calendar days after the termination of the agreement, be removed by Lessee; provided such removal will not cause injury or damage to the land; and further provided that the Mayor, or Planning Director when applicable, may extend the time for removing such improvements in cases where hardship is proven. The Lessee may dispose of its improvements to a succeeding lessee with the consent of the KPB mayor.

If any improvements and/or chattels that are not removed within the time allowed, such improvements and/or chattels shall revert and absolute title shall vest in KPB. Upon request, the Lessee shall convey said improvements and/or chattels by appropriate instrument to KPB.

21. Rental for Improvements or Chattels not Removed. Any improvements and/or chattels belonging to the Lessee or placed on the land during its tenure with or without its permission and remaining upon the premises after the termination of the contract shall entitle KPB to charge a reasonable rent therefor.

22. Resale. In the event that this Lease agreement should be terminated, canceled, forfeited, or abandoned, KPB may offer said lands for sale, lease, or other appropriate disposal pursuant to the provisions of KPB Code, Chapter 17.10 or other applicable regulations.

23. Notice. Any notice or demand, which under the terms of this Lease must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

All notices shall be sent to both parties as follows:

LESSOR

Kenai Peninsula Borough  
Planning Director  
144 N. Binkley  
Soldotna, AK 99669-7599

LESSEE

Edward and Kathleen Martin,  
DBA Cozy Inn  
35555 Kenai Spur Highway, PMB 471  
Soldotna, AK 99669

26. Responsibility of Location. It shall be the responsibility of the Lessee to properly locate its self and its improvements on the leased lands.
27. Liens and Mortgages. Lessee shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease. In the event that any prohibited lien is placed against the property, Lessee shall immediately cause the lien to be released. Lessee shall immediately refund to KPB any monies that KPB may, at its sole discretion, pay in order to discharge any such lien, including all related costs and a reasonable sum for attorneys' fees.

For the purpose of interim financing or refinancing of the improvements to be placed upon the leased premises, and for no other purpose, a lessee may, upon written approval of the KPB, encumber by mortgage, deed of trust, assignment or other appropriate instrument, the lessee's interest in the leased premises and in and to the lease, provided said encumbrance pertains only to the leasehold interest.

28. Non-Waiver Provision. The receipt of payment by KPB, regardless of KPB's knowledge of any breach by Lessee, or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of this agreement, shall not be deemed to be a waiver of any provision of the agreement. Failure of KPB to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of KPB to enforce the same in the event of any subsequent breach or default. The receipt by KPB of any payment of any other sum of money after notice of termination or after the termination of the agreement for any reason, shall not reinstate, continue or extend the agreement, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and the payment fully satisfies the breach.
29. Jurisdiction. Any suits filed in connection with the terms and conditions of this Lease, and of the rights and duties of the parties, shall be filed and prosecuted at Kenai, Alaska and shall be governed by Alaska law.
30. Savings Clause. Should any provision of this Lease fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this Lease or constitute any cause of action in favor of either party as against the other.
31. Binding Effect. It is agreed that all covenants, terms, and conditions of this agreement shall be binding upon the successors, heirs and assigns of the original parties hereto.

32. Full and Final Agreement. This agreement constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This agreement may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. Lessee avers and warrants that no representations not contained within this agreement have been made with the intention of inducing execution of this agreement.
33. Warranty of Authority. Lessee warrants that the person executing this agreement is authorized to do so on behalf of Soccer Association of Homer.

KENAI PENINSULA BOROUGH

\_\_\_\_\_  
 Charlie Pierce, Mayor  
 Dated:\_\_\_\_\_

ATTEST:

APPROVED AS TO LEGAL FORM  
 AND SUFFICIENCY:

\_\_\_\_\_  
 Johni Blankenship  
 Borough Clerk

\_\_\_\_\_  
 Sean Kelley  
 Deputy Borough Attorney

Lessee

\_\_\_\_\_  
 Edward Martin Jr.  
 Dated: \_\_\_\_\_

\_\_\_\_\_  
 Kathleen Martin  
 Dated: \_\_\_\_\_



NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_day of \_\_\_\_\_, 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_day of \_\_\_\_\_2021, by Ed Marin Jr, DBA Cozy Inn.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

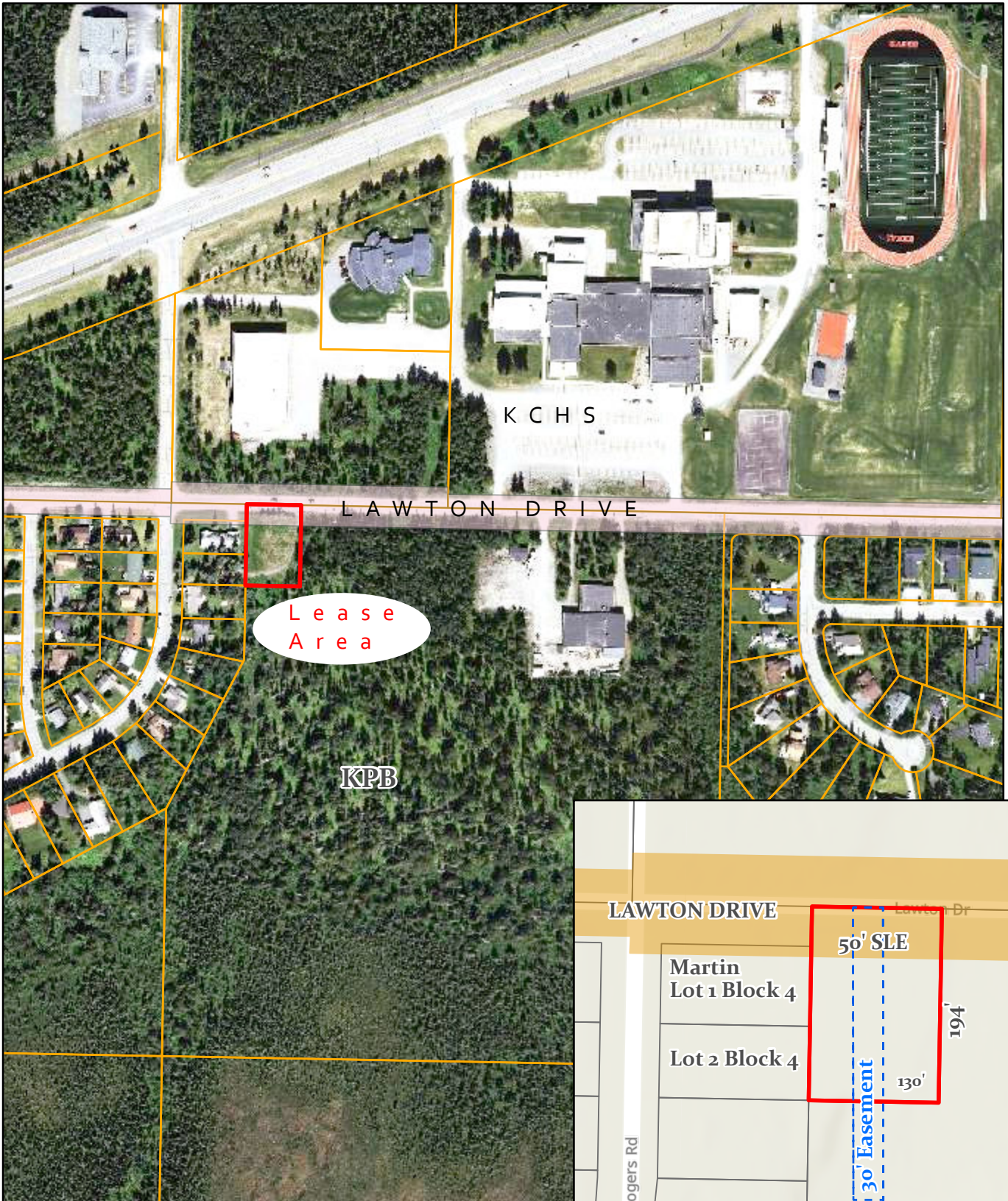
NOTARY ACKNOWLEDGMENT

STATE OF ALASKA                    )  
  )ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2021, by Kathleen Martin, DBA Cozy Inn.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

# Parking Area Lease Map



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

## ATTACHMENT A DEVELOPMENT PLAN

Kathleen A. Martin

DBA Cozy Inn

Mailing Address: 35555 Kenai Spur Hwy., PMB 471 Soldotna, AK 99669

Physical Address: 702 Lawton Drive Kenai, AK 99611

Email: [keeconstructionllc@yahoo.com](mailto:keeconstructionllc@yahoo.com)

Phone: (907)252-8163

July 1, 2021

Julie Denison, Land Management Technician  
 Kenai Peninsula Borough  
 144 N. Binkley Street  
 Soldotna, AK 99669

Re: Letter Dated 6/29/2021 via certified mail 7019 2280 0000 7385 7087  
 Application for Land Use Permit and Negotiated Lease  
 APN: 04901048

Dear Ms. Denison,

In regards to your letter requesting more information as noted above:

To clarify, the Land Use Permit and Negotiated Lease are both requested for the proposed use of the NW corner of APN 04901048 as parking for student vehicles. Specifically, the students are all adults attending Commercial Drivers License and/or Basic Civil Construction courses.

HOWEVER, they are NOT attending these courses at 35555 Kenai Spur Highway in Soldotna; that is the location of our mail box. They are attending courses held at our 37200 Thomas Street property in Sterling, AK.

Types and quantity of vehicles anticipated is unclear you said; the vehicles will be the students privately owned vehicles (cars, vans, pick-up trucks, SUVs). There can be up to 8 students in each class, so up to a total of 16 (8x2) student vehicles parking on the requested property (Marcus Mueller computes .5 acres) at any one time. Each class last 3 weeks, so the specific vehicles parking on property will change as new classes begin with new students.

#### Development Plan

USE: Parking of Student owned vehicles as described above.

Nature of Improvements: Clearing, use of existing on-site material or imported gravel to meet requirements & log bumpers.

Estimated value of Improvements: \$5,000.00

The property, APN: 04901048, had been cleared/used in the past by the former owners of Irene's B&B. Some trees have begun to grow in the area again as you would have noticed on your site visit. We would like to mulch some of said trees to provide a flat parking area. A 34' vegetation boarder of second growth can be left within the 50' ROW (we would like to do this if you don't object). The area would be designated as a parking area so that each student can be assigned a specific parking space. The property would be kept clean with regular litter patrols and maintained to keep plant life, like trees, from re-growing in the area we clear. The estimated value of the improvements is \$5,000.00

In your letter you also asked that we not materially interfere with or hinder the City of Kenai's ability to manage storm water. The City of Kenai's storm water line is located underground in this area. We will not be constructing anything onto the site, nor will we be fencing in the site; we are simply asking to park privately owned vehicles on the site. City of Kenai Municipal Code 14.20.250 you provided (4A) states bumper guards should be used where needed; we can use

**ATTACHMENT A DEVELOPMENT PLAN**

lengths of log that can be rolled/moved out of their way should they need to dig up their line for replacement or maintenance. A durable, well drained and dust free surface can be accomplished with gravel. We have no intention of hindering any City of Kenai employee(s) from access to do his/her/their job(s).

**Site Plan Drawing (see Exhibits A, B & C)**

Exhibit A – detailed drawing

Exhibit B – smaller in scale to give a clearer view of the property/project as a whole

Exhibit C – Photo taken from KPB map site to show exact location of old entrance/exit used by Irene’s B&B.

In your letter you state that the property is located within the City of Kenai and the west half is zoned Rural residential; the east half is zoned Education – please provide me with the documentation. The Kenai Peninsula Borough map site list the property uses as “Institutional.” I spoke with Marcus Mueller about this and we both understood this property to be “educational” in use and therefore a good fit as we are intending its use to be for the parking of students’ vehicles.

You go on to say the parcel is subject to a 50’ wide section line easement along the north boundary.

I have made multiple calls to you for further information/clarification because I need to know where the 50’ starts/originates to avoid the totality of it (the photo you provided is too digitalized to see even the roadway clearly and there are no labeled reference points). I understand you may be busy, but without a point of origin a layman can understand, I have to assume it begins at the centerline of Lawton Drive. If this is true, half the width of the road (16’4”) plus a 34 foot vegetation buffer will avoid the 50’ section line easement.

If I am incorrect as to where the 50’ section line easement begins, we can shift the area on the Site Plan Drawing, with your assistance to identify where it actually is, to make it avoid the area.

As you can see on the Site Plan Drawing enclosed, I have drawn out 24 (12’x20’) parking spaces in a herringbone pattern. A typical personally owned pick-up truck measures 6.9’x20’ – this will allow for plenty of space to open doors without denting/scratching the vehicle that may be in the neighboring spaces. We can keep the design at 24 spaces to allow for future class growth or we can eliminate spaces to avoid the 50’ section line easement if necessary. The parking spaces can also be shifted west to east if necessary; we are willing to work with you to accomplish whatever will work.

**To clarify that we read and are planning to be consistent with the City of Kenai Municipal Code 14.20.250 Off Street Parking and Loading Requirements:**

(a) For commercial development, there shall be provided at the time of construction of any main building or at the time of the alteration, enlargement, or change in use of any main building, permanently maintained off-street parking facilities for the use of occupants, employees, or patrons of such building. It is the joint and several responsibility of the owner and/or occupant of any main building or structure to provide, and thereafter maintain, minimum free off-street parking facilities as required in this section.

We purchased an existing structure built in 1976 that was used as Irene’s B&B. We are trying to provide parking as required that the prior owners did not have.

(b) No existing parking area and no parking area provided for the purpose of complying with the provisions of this chapter shall hereafter be relinquished or reduced in any manner below the requirements herein established.  
OK.

(1) Site Plan Submission. A site plan showing all parking and loading areas shall accompany all applications for building permits. The plan shall show dimensions of spaces, curb cuts, and other information necessary to determine compliance with the provisions of this chapter. The administrative official shall approve or reject the site plan on the basis of compliance with the requirements of this chapter. No certificate of zoning compliance and building permit shall be issued unless the parking site plan is approved.

## ATTACHMENT A DEVELOPMENT PLAN

We do not need a building permit. A site plan has been included to show the dimensions of spaces. A curb cut is not necessary to utilize the egress from our 436 Rogers Road lot (back yard). A curb cut will be necessary if the Kenai Peninsula Borough is willing to allow us to utilize the old access shown in Exhibit C (marked with blue dot) off of Lawton Drive.

(2) Joint Parking Areas. Where there is more than one (1) use in a single structure or on a site (e.g., doctor, attorney, and retail grocery) or two (2) or more separate instances of the same use, off-street parking requirements shall be the sum of the requirements for the various uses; provided however, that where two (2) or more uses provide a single joint parking area, and their total required spaces totals twenty (20) or more, the minimum requirement will be seventy-five percent (75%) of the sum of the requirements for the various computed separately.

Doesn't apply; no joint parking area.

(3) Location of Parking. Any parking space provided pursuant to this section shall be on the same lot with the main use it serves or on an adjoining lot except that the Commission, by a conditional use permit as specified in this chapter, may allow parking spaces on any lot if it is determined that it is impractical to provide parking on the same or adjoining lot.

Impractical; need 16 spaces. That is why we have applied to lease property from the adjoining lot.

(4) Design Standards.

(A) All parking lots shall be provided with a durable, well-drained, and dust-free surface and shall have appropriate bumper guards where needed;

This can be accomplished with gravel. If the City of Kenai wants us to have bumper guards we can use logs that can be rolled/moved out of their way if they should need to dig up their line for repair/replacement.

(B) Parking areas and front yards as defined in KMC [14.20.320\(b\)](#), which includes the required parking spaces, in commercial use areas shall not be used for storage, repair work or any purpose other than parking, landscaping, signage, or sales displays. A non-conforming use of parking areas and front yards prohibited by this section shall be made to conform to this section within a period of one (1) year after adoption of the ordinance codified in this section. OK.

Exception: Semi-trailers or containers may be parked in these areas for no more than thirty (30) consecutive days to facilitate unloading. Trucking terminals and bona fide construction sites are exempt; N/A No semi-trailers

(C) Any lighting of parking lots shall be arranged to reflect away from public rights-of-way and from any adjoining residential areas; No lighting

(D) Curb cuts shall be located so as to avoid traffic hazards and shall be approved by the administrative official; OK – please let me know if a curb cut at the afore mentioned old entrance/exit point on Exhibit C would be considered a traffic hazard. I don't believe it would be.

(5) Interpretation of Space Requirements. If a use is not specifically mentioned in this section, the administrative official shall determine the most similar use which is specifically mentioned. Parking requirements shall be the same as for that use; OK.

(6) Exception to this Section—Public Parking Lots. Notwithstanding other provisions of this section, when a use is located within three hundred feet (300') of an existing or planned public lots, the off-street parking requirements of this chapter may be met if under the procedures specified in this chapter, the Commission issues a conditional use permit stating that the following conditions have been met: *The closest Public Parking lot is the City of Kenai Multipurpose Facility (9775 Kenai Spur Hwy.). It is across Lawton Drive from our property and does not abut our property. I have no idea what types of events they may host, how much "extra" parking area they may have, etc.*

(A) The public parking lot exists within reasonable distance of the use, or plans for the public parking lot are sufficiently advanced to give reasonable assurance that the lot will be in use within one (1) year of the time of issuance of the conditional use permit;

(B) The owner and/or occupant of the use in question shall sign a covenant agreeing to join an assessment district to pay for the public parking lot;

(C) The public parking lot has or will have sufficient capacity to accommodate the use in question plus other parking needs of existing and potential uses within a reasonable distance of the lot. The Commission shall use the off-street parking requirement as cited above to estimate the parking spaces needed within a reasonable distance of the lot.

(7) Off-Street Loading. Every building or structure used for business, trade, or industry and normally requiring truck loading or unloading with respect to the use, shall provide space as herein indicated for the loading and unloading of vehicles off the street or public alley. Such space shall have access to a public alley, or, if there is no alley, to a street. Off-street loading and unloading space shall be in addition to and not considered as meeting a part of the requirement for off-street parking space. Off-street loading and unloading space shall not be used or designed, intended, or constructed to be used in a manner to obstruct or interfere with the free use of any street or adjoining property. The minimum off-street loading and unloading space required for specific uses shall be as follows: *No off-street loading.*

(A) Retail business and service establishments shall provide one off-street loading and unloading space at least ten feet (10') wide and thirty-eight feet (38') long with a fourteen-foot (14') height clearance per building;

(B) Industrial plants shall provide one off-street loading and unloading space for each twenty thousand (20,000) square feet of gross floor area. Each loading space shall be minimum of twelve feet (12') wide and fifty feet (50') long with a fourteen-foot (14') height clearance;

(C) Trucking terminals shall provide one off-street loading and unloading space for every five thousand (5,000) square feet of total floor area used for storage, warehousing, and shipping. Each loading space shall be a minimum of fourteen feet (14') wide and sixty-five feet (65') long with fourteen-foot (14') clearance.

(8) Off-Street Parking Requirements.

**DWELLING AND LODGING**

**MINIMUM NUMBER OF PARKING SPACES REQUIRED**

Lodges, rooming/boarded houses, dormitories, bed and breakfast, and other structures containing sleeping rooms other than, or in addition to dwelling units	One (1) per principal dwelling unit and one (1) per guest room or one for every two (2) beds whichever is greater.
Mobile home parks	Two (2) per mobile home.
Motels, hotels and cabin rentals	One (1) per unit plus two (2) spaces.

**DWELLING AND LODGING**

**MINIMUM NUMBER OF PARKING SPACES REQUIRED**

Multiple-family dwellings, retirement homes and other places containing multiple dwelling units  
Single-family dwellings, two-family dwellings and child care homes

One (1) per efficiency unit; and two (2) per other units.  
Two (2) per dwelling units.

Development & Construction Timetable

The 2 storage buildings you mentioned as in trespass have been moved; they were placed there by the prior owners apx. 21 years ago. We had our 2 lots surveyed so we could be assured that we moved them completely onto our property. See photo below. We are ready for your site visit.

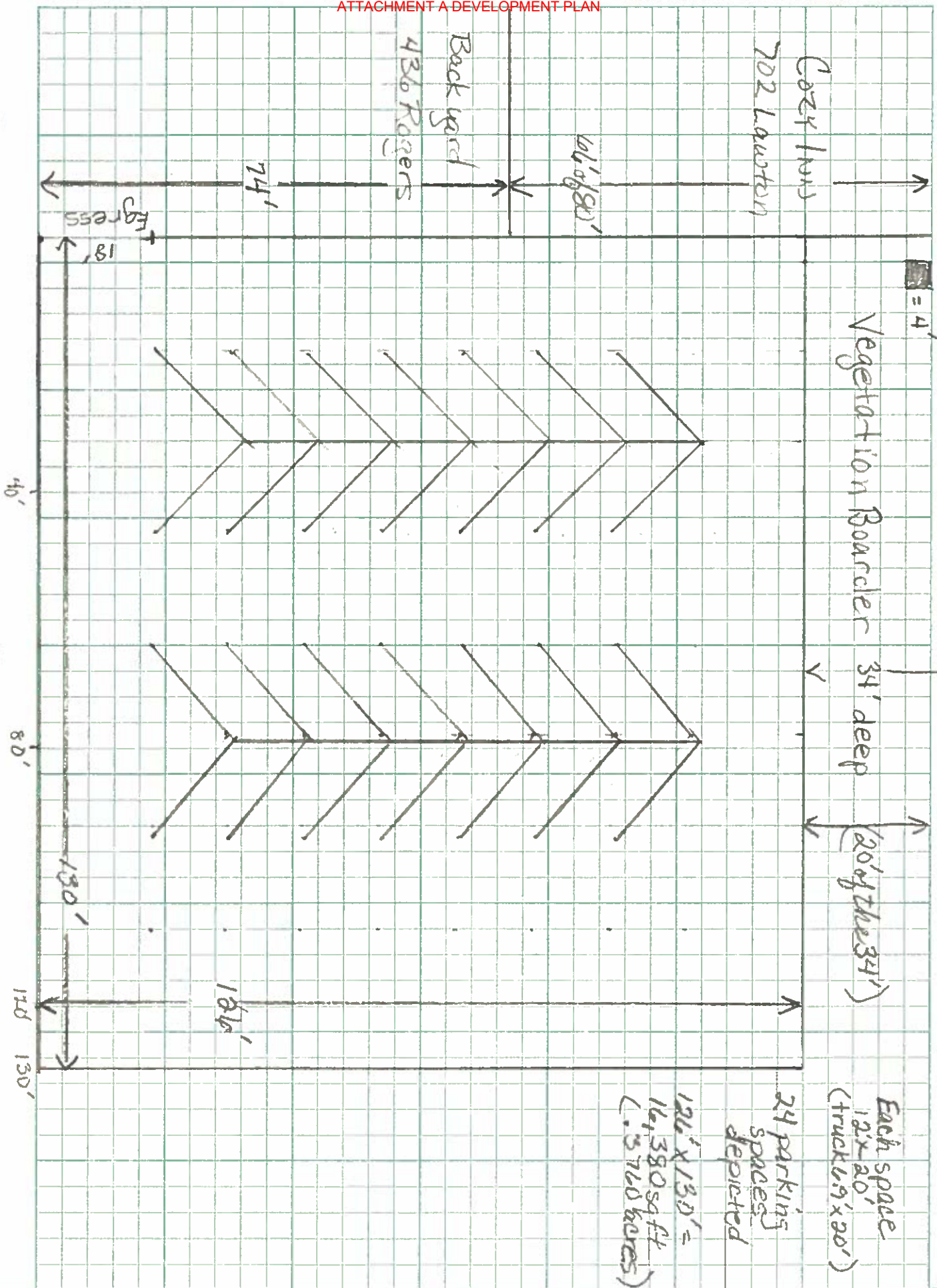


Sincerely,

*Kathleen A. Martin*  
Kathleen A. Martin, Owner  
(907)252-8163  
7/12/2021



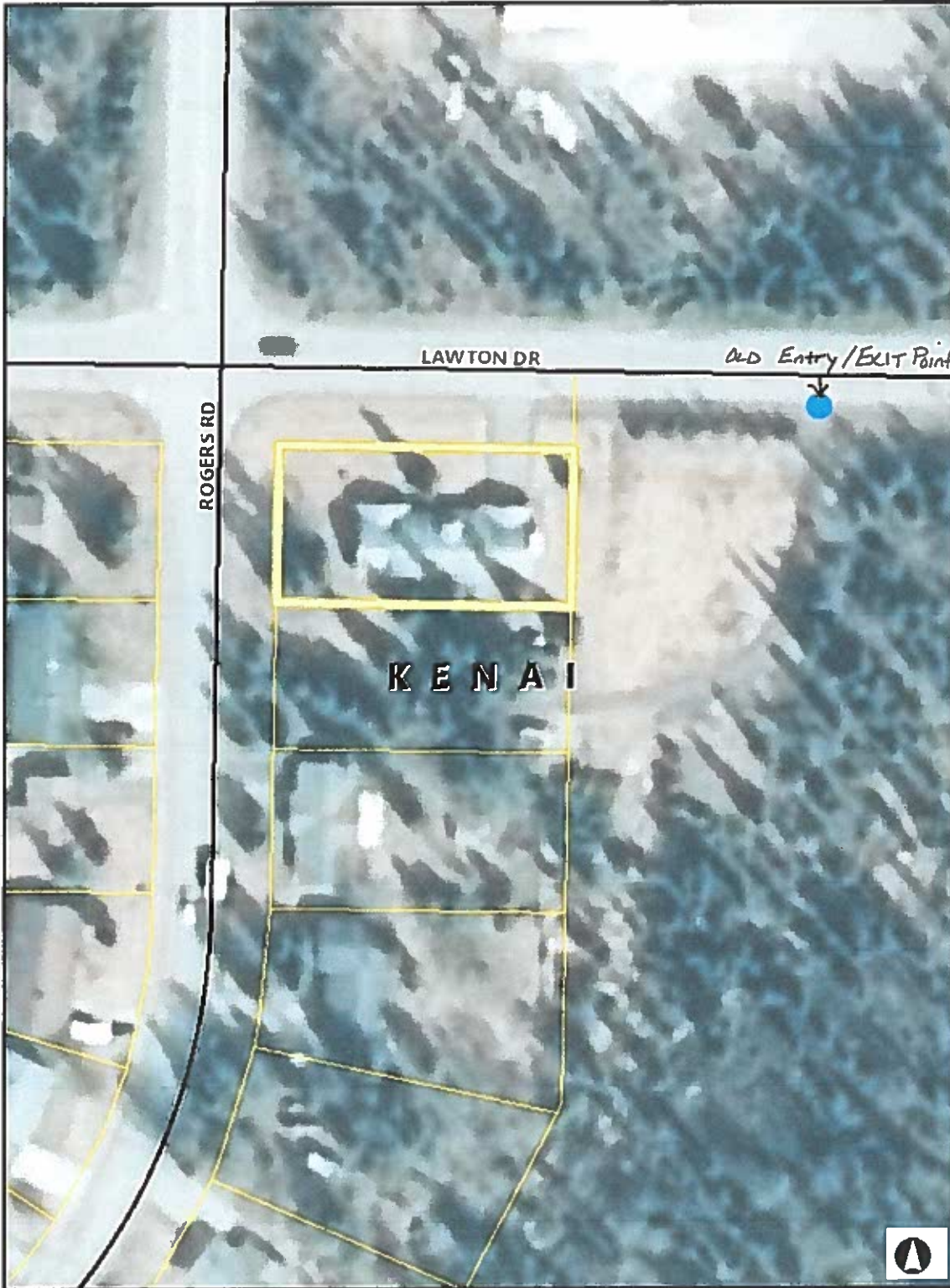
ATTACHMENT A DEVELOPMENT PLAN



← LAWTON DRIVE →

Exhibit A





Legend

- Mileposts
- City Limits
- Highways
- Major Roads
- Roads
  - Town Medium Volume
  - Town Low/Seasonal; Other
  - Proposed
- Parcels
- Image
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

Exhibit C

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. It is not to be used for navigation.

Notes

Map of 702 Lawton Drive, 436 Rogers Road and 750 Lawton Drive

Introduced by: Mayor  
Date: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-060**

**A RESOLUTION SUPPORTING THE ALASKA REMOTE SELLERS SALES TAX  
COMMISSION’S PROPOSED INTERPRETATION OF THE DEFINITION OF POINT  
OF DELIVERY AS IT RELATES TO SOURCING FOR SALES TAX LEVIED ON  
SERVICES**

- WHEREAS**, in 2019 and 2020 numerous local taxing jurisdictions within Alaska worked together to establish an intergovernmental entity known as the Alaska Remote Seller Sales Tax Commission (the “Commission”) in order to implement a single-level statewide sales tax administration; and
- WHEREAS**, the function and powers of the Commission are set forth in the Alaska Intergovernmental Remote Seller Sales Tax Agreement (the “Agreement”), a cooperative agreement between the Commission members; and
- WHEREAS**, as part of the process to implement a remote seller sales tax code and pursuant to Resolution 2019-056, the borough signed the Agreement and is currently a full member of the Commission; and
- WHEREAS**, five of the incorporated cities within the borough are members of the Commission; and
- WHEREAS**, representatives from the borough, the City of Soldotna, and the City of Kenai also currently hold three of the seven Board of Director seats on the Commission; and
- WHEREAS**, the contractor for the Commission, Alaska Municipal League “AML”, has proposed that the definition of “Point of Delivery” be interpreted to mean the location at which the goods or service is delivered or otherwise received by the purchaser; and
- WHEREAS**, if the service is not received by the purchaser at a business location of a remote seller, the service is considered delivered to the location where the purchaser receives the service; and
- WHEREAS**, products or services transferred electronically, or other sales where the remote seller or marketplace facilitator lacks a delivery address for the purchaser, the remote seller or marketplace facilitator shall consider the point of delivery of the sale to be the billing address of the buyer; and

**WHEREAS**, receive or receipt for purposes of the definition of “point of delivery” means taking possession of property or product or making first use of services;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the Borough Assembly supports the Alaska Remote Sellers Sales Tax Commission’s proposed interpretation of the definition of “point of delivery” in determining the point of taxation for sales tax to mean the location at which property or a product is delivered or service is rendered and receipt means taking possession of property or product or making first use of services.

**SECTION 2.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF AUGUST, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Finance Department

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*

**FROM:** Brandi Harbaugh, Finance Director *BH*  
Sean Kelley, Deputy Borough Attorney *SK*

**DATE:** August 5, 2021

**SUBJECT:** Resolution 2021-060 Supporting the Alaska Remote Sellers Sales Tax Commission's Proposed Interpretation of the Definition of Point of Delivery as it Relates to Sourcing for Sales Levied on Services (Mayor)

---

In 2019 and 2020 numerous local taxing jurisdictions within Alaska worked together to establish an intergovernmental entity known as the Alaska Remote Seller Sales Tax Commission (the "Commission") in order to implement a single-level statewide sales tax administration. The borough and five of the incorporated cities within the borough are members of the Commission. Representatives from the borough, the City of Soldotna, and the City of Kenai currently hold three of the seven Board of Director seats on the Commission.

The contractor for the Commission, Alaska Municipal League "AML", has proposed that the definition of "Point of Delivery" be interpreted to mean the location at which the goods or service is delivered or otherwise received by the purchaser. This interpretation further interprets the phrase "where the services are rendered" to mean that the point of taxation is the location where the service is delivered to or otherwise received by the purchaser; rather than the location where the service is performed. If this resolution is adopted, the assembly should expect to see an ordinance that will amend the borough's local sales tax code, KPB Chapter 5.18, to better align with this interpretation. The City and Borough of Juneau and the City of Wasilla, both Commission members, have already enacted code to align with AML's proposed interpretation of "Point of Delivery" and where a "service is rendered".

Your consideration of this resolution is appreciated.

Introduced by: Mayor  
Date: 11/05/19  
Action: Adopted  
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2019-056**

**A RESOLUTION AUTHORIZING THE KENAI PENINSULA BOROUGH TO JOIN  
THE ALASKA REMOTE SELLER SALES TAX COMMISSION FOR THE PURPOSE  
OF DEVELOPING, IMPLEMENTING, AND ENFORCING A REMOTE SELLER  
SALES TAX CODE AND DESIGNATING THE COMMISSION REPRESENTATIVE**

**WHEREAS,** the inability to effectively collect sales tax on sales of personal property, products or services transferred or delivered into Alaska by a remote seller in response to orders placed electronically by local consumers is eroding the sales tax base of Alaska communities and resulting in revenue losses that are causing imminent harm to residents through the loss of critical funding for local education; and

**WHEREAS,** the harm from the loss of revenue is especially problematic in Alaska because the state has no broad-based sales tax, and sales tax revenues are essential in funding the provision of services by local governments; and

**WHEREAS,** the failure to collect tax on remote sales creates artificial market distortions and competitive advantages for remote sellers by perpetuating tax shelters for businesses that limit their physical presence in the state or its municipalities but still sell goods and services to local consumers without collecting sales tax, something that becomes easier and more prevalent as technology continues to advance; and

**WHEREAS,** the structural advantages for remote sellers, including the absence of point-of-sale tax collection, combined with the general growth of online retail, means that the erosion of the sales tax base is a growing problem that will only worsen in the near future if the borough is not able to legally collect remote seller sales tax within the framework of current United States Supreme Court case law; and

**WHEREAS,** the recent decision by the United States Supreme Court in *South Dakota v. Wayfair* allows for the amendment of the sales tax code to account for remote sellers who do not have a physical presence in either the State of Alaska or within the Kenai Peninsula Borough, but do have a taxable connection with those jurisdictions; and

**WHEREAS,** the decision in *South Dakota v. Wayfair* provided guidance that included the defensibility of a single-level statewide administration of remote sales tax collection and remittance; and

**WHEREAS,** remote sellers who make a substantial number of deliveries into or have large gross revenues from Alaska benefit extensively from the Alaska market, affecting the economy generally, as well as local infrastructure; and

**WHEREAS,** modern computing and software options ensure that it is neither unusually difficult nor a substantial burden for remote sellers to collect and remit sales taxes associated with sales into Alaska taxing jurisdictions; and

**WHEREAS,** in order to implement a single-level statewide sales tax administration, it is the intent of numerous local taxing jurisdictions within Alaska to establish an intergovernmental entity known as the Alaska Remote Seller Sales Tax Commission (the “Commission”); and

**WHEREAS,** the function and powers of the Commission will be set forth in the Alaska Intergovernmental Remote Seller Sales Tax Agreement (the “Agreement”), a cooperative agreement between Commission members; and

**WHEREAS,** under the terms of the Agreement, in order to maintain membership in the Commission, the borough will be required to adopt certain uniform code provisions for the collection and remittance of municipal sales tax applicable to sales made by remote sellers; and

**WHEREAS,** the uniform remote sales tax code will be presented to the assembly for consideration once adopted by the Commission to comply with guidance found in the *Wayfair* decision; and

**WHEREAS,** if adopted, the administration of remote sales tax collection and remittance will be delegated to the Commission; and

**WHEREAS,** the intent of the Agreement is to enable Alaska’s taxing jurisdictions to levy their municipal sales tax as now allowed by federal constitutional doctrines; and

**WHEREAS,** Article X, Section 13 of the Alaska Constitution authorizes local government to enter into agreements for the cooperative or joint administration of any function or power, unless otherwise prohibited by law or charter;

**WHEREAS,** in addition AS 29.35.010(13) provides authority for the borough to enter into intergovernmental cooperative agreements for the joint administration of a borough function or power;

**WHEREAS,** a purpose of being an early member of the Commission is to have a voice during the formation process while not committing to any future obligation or action; and

**WHEREAS,** a member will be able to withdraw from the Commission if the adopted bylaws, uniform code, or fees are not acceptable to the member municipality;



**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** The mayor is authorized to negotiate, execute, and submit all necessary documents to obtain and maintain membership in the Alaska Remote Seller Sales Tax Commission, including the Alaska Intergovernmental Remote Seller Sales Tax Agreement included as Attachment A.


**SECTION 2.** The borough finance director or designee is designated as the borough's representative on the Commission.

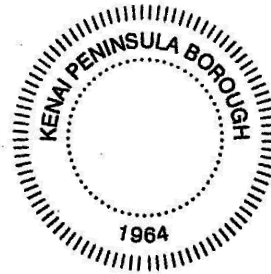
**SECTION 3.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 5TH DAY OF NOVEMBER, 2019.**

  
\_\_\_\_\_  
Kelly Cooper, Assembly President

ATTEST:

  
\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Blakeley, Carpenter, Cox, Dunne, Hibbert, Johnson, Smalley, Cooper  
No: None  
Absent: None



# Alaska Intergovernmental Remote Seller Sales Tax Agreement

FINAL

October 11, 2019

## **Alaska Intergovernmental Remote Seller Sales Tax Agreement**

This Agreement is made and entered into by the signatories representing Alaska's cities and boroughs to enable them to implement single-level, statewide administration of remote sales tax collection and remittance. The provisions of the Agreement do not apply to administration and collection of sales taxes for the sales of goods and services originating from within the boundaries of a member municipality nor does this Agreement restrict how a member municipality administers and collects sales tax on such sales, nor on sales made by those retailers with a physical presence in the municipality. The authority to set rates and exemptions is maintained by the member municipality.

### **Article I. Background Principles.**

1. The signatories wish to enable local governments to benefit from opportunities for collection of existing sales tax on sales made by remote sellers. Remote sellers are sellers who sell, often through the internet, products or services in a taxing jurisdiction without having a physical presence in the taxing jurisdiction.
2. The collection of remote sales tax provides a level playing field for local businesses and strengthens the ability of local governments to provide public services and infrastructure.
3. The signatories are particularly mindful of the specific holding in, and implications of, the Supreme Court's *South Dakota v. Wayfair* decision, which provides guidance relative to nexus and the legal defensibility of a single-level statewide administration that reduces or removes potential burdens to interstate commerce.
4. Alaska's local governments have the authority to enter into intergovernmental agreements and applicable taxing authority has been delegated to organized boroughs and cities.
5. The signatories desire to establish an intergovernmental entity to enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers.

### **Article II. Purpose.**

The purpose of this Agreement is to:

1. Enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers using a single statewide intergovernmental entity;
2. Provide for and promote reasonable uniformity and compatibility in significant components of local sales tax levy and collection on sales made by remote sellers and marketplace facilitators in order to facilitate streamlined joint administration; and
3. Facilitate taxpayer and tax collector convenience and compliance in the filing of tax returns, the payment of tax, and in other phases of tax administration of sales made and services provided by remote sellers and marketplace facilitators.

### **Article III. Definitions.**

As used in this Agreement:

1. “Commission” means the Alaska Remote Seller Sales Tax Commission established pursuant to this Agreement.
2. “Local Government” means any home rule, first class, or second class borough, or any home rule, first class, or second class city, or unified municipality in Alaska.
3. “Member” means a Local Government signatory to this Agreement.
4. “Remote seller” means any corporation, partnership, firm, association, governmental unit or agency, or person acting as a business entity that sells property or products or performs services in the State of Alaska or a taxing municipality in the state, using the internet, mail order, or telephone, without having a physical presence in the state or taxing municipality.
5. “Sales tax” means a tax imposed with respect to the transfer for a consideration of ownership, possession, or custody of property or the rendering of services measured by the price of the property transferred or services provided.
6. “Marketplace facilitator” means a person that provides for sellers a platform to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the seller’s products or services (excluding lodging and rentals) through a physical or electronic marketplace operated by the person, and engages:
  - a. Directly or indirectly, through one or more affiliated persons in any of the following:
    - i. Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
    - ii. Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
    - iii. Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
    - iv. Software development or research and development activities related to any of the activities described in (b) of this subsection (3), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person;
  - b. In any of the following activities with respect to the seller's products:
    - i. Payment processing services;

- ii. Fulfillment or storage services;
- iii. Listing products for sale;
- iv. Setting prices;
- v. Branding sales as those of the marketplace facilitator;
- vi. Order taking;
- vii. Advertising or promotion; or
- viii. Providing customer service or accepting or assisting with returns or exchanges.

#### **Article IV. The Commission.**

##### **1. Organization and Management.**

- a. The Alaska Remote Seller Sales Tax Commission (the “Commission”) is hereby established as an intergovernmental entity in the state of Alaska. It will be comprised of one designated representative from each Member, who shall have the authority to act on the Member’s behalf.
- b. Each Member will be entitled to one vote.
- c. To assist conducting business when the full Commission is not meeting, the Commission will annually elect a Board of Directors of seven members, including officers. The Board of Directors will act subject to the provisions of this Agreement and as provided in the bylaws of the Commission, as ratified by the members.
- d. No action will be binding unless approved by a majority of the Directors present at a meeting.
- e. The Commission will adopt an official logo.
- f. The Commission will hold an annual meeting rotating the location of the meeting each year, with telephonic participation provided for, in addition to scheduled regular meetings and special meetings as provided by its bylaws. Notices of special meetings must include the reasons for the meeting and the items to be considered.
- g. The Commission will elect annually, from among its members, a Chairman, a Vice Chairman, and a Secretary/Treasurer. The bylaws of the Commission shall provide for nomination and election of officers.
- h. The Commission will contract at formation for support and administrative

functions with the Alaska Municipal League (AML). The Executive Director of the AML will serve as a liaison between the Commission and AML and may appoint necessary staff support. This provision will be revisited within three years of legal formation of the Commission.

- i. The Commission may contract for supplies and professional services, and delegates to AML the same ability on its behalf.
- j. To carry out any purpose or function, the Commission may accept and utilize donations and grants of money, equipment, supplies, materials and services, conditional or otherwise, from any Member or governmental entity.
- k. The Commission may establish one or more offices for the transacting of its business. Upon formation, its registered office and place of business will be the Alaska Municipal League at One Sealaska Plaza, Suite 200, Juneau, AK 99801.
- l. The Members will adopt the initial bylaws of the Commission. The Commission will make its bylaws easily accessible for Members and prospective members. The power to adopt, alter, amend or repeal bylaws is vested in the Board of Directors unless it is reserved to the Members per the bylaws. The bylaws shall contain provisions for the regulation and management of the affairs of the Commission not inconsistent with this Agreement.
- m. The Commission will provide annual reports to its members covering its activities for the preceding fiscal year. The Commission may make additional reports.

## 2. Committees.

- a. In furtherance of its activities, the Commission may establish advisory and technical committees by a majority vote of the membership body. Membership on a technical committee, may include private persons and public officials. Committees may consider any matter of concern to the Commission, including issues of special interest to any member and issues pertaining to collection of sales tax on behalf of members.
- b. The Commission may establish additional committees by a majority vote of the membership or Board of Directors as its bylaws may provide.
- c. Committees may not take any action but may recommend action to the Board of Directors for consideration.

## 3. Powers.

In addition to powers conferred elsewhere in this Agreement and in the bylaws, the Commission may:

- a. Study federal, state and local sales tax systems, and particular types of state and local taxes.

- b. Develop and recommend proposals to promote uniformity and compatibility of local sales tax laws with a view toward encouraging the simplification and improvement of local tax law and administration.
- c. Compile and publish information to support and assist members in implementing the Agreement or assist taxpayers in complying with local government sales tax laws.
- d. Do all things necessary and incidental to the administration of its functions pursuant to this Agreement, including:
  - i. Sue and be sued.
  - ii. Administer provisions of uniform sales tax ordinances pursuant to authority delegated by Members
- f. The Commission may create and adopt policies and procedures for any phase of the administration of sales tax collection and remittance in accordance with this Agreement and the Commission's bylaws, including delegated authority to administer taxation or prescribing uniform tax forms. Prior to the adoption of any policy, the Commission will:
  - 1. As provided in its bylaws, hold at least one meeting after due notice to all affected members and to all taxpayers and other persons who have made timely requests to the Commission for advance notice of its policy-making proceedings.
  - 2. Afford all affected members and interested persons an opportunity to submit relevant written comments, which will be considered fully by the Commission.
- g. The Commission will submit any policy adopted by it to the designated representative of all Members to which they might apply. Each such Member will in turn consider any such policy for adoption in accordance with its own laws and procedures.
- h. Amend this Agreement by majority vote of the Members.

4. Finance.

- a. At least 90 days prior to the start of a new fiscal year, the Board of Directors will adopt a budget of its estimated expenditures for the upcoming fiscal year and submit to Members.
- b. The Commission will follow a July 1 to June 30 fiscal year.
- c. The Commission's budgets must contain specific recommendations for service fees built into statewide administration. Service fees will account for direct staff and software costs, and indirect costs, as justifiable to the Board of Directors.



- d. The Commission will not pledge the credit of any member. The Commission may meet any of its obligations in whole or in part with funds available to it, provided that it takes specific action to set aside such funds prior to incurring any obligation to be met in whole or in part in such manner. Except where the Commission makes use of funds available to it, the Commission may not incur any obligation prior to the allocation and commitment of funds adequate to meet the same.
- e. The Commission must keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Commission will be subject to the audit and accounting procedures established under its bylaws. All receipts and disbursements of funds handled by the Commission will be audited annually by a certified public accountant and the report of the audit will be included in and become part of the annual report of the Commission to Members.
- f. The accounts of the Commission will be open at any reasonable time for inspection by duly constituted officers of the Members, the State of Alaska, and by any persons authorized by the Commission.
- g. Nothing contained in this Article may be construed to prevent Commission compliance with laws relating to audit or inspection of accounts by or on behalf of any government contributing to the support of the Commission.

**Article V. Membership Requirements; Remote Seller Sales Tax Code.**

1. To obtain and retain full membership, the Local Government must submit either an Ordinance or Resolution authorizing entry into the Agreement, including to:
  - a. Designate the individual at the municipality that may execute initial binding documents on behalf of the municipality and who will be the Member’s representative on the Commission.
2. Once the Commission adopts its bylaws and adopts a uniform Remote Sellers Sales Tax Code, members must submit an Ordinance or Resolution that:
  - a. Delegates remote seller sales tax registration, exemption certification, collection, remittance, and audit authority to the Commission.
  - b. Within one hundred twenty (120) days, adopts, by reference or otherwise, the Remote Seller Sales Tax Code in its entirety as it pertains to collection of sales tax from remote sellers and marketplace facilitators. The Remote Seller Sales Tax Code is provided as “Addendum A”.
3. To retain full membership status, changes made to the Agreement or Code should be ratified by the Member within one hundred twenty (120) days of the date the Commission adopts the change.
4. The Member must provide notice of tax or boundary changes to the Commission and must

assure the Commission of the accuracy of rates and exemptions. Rate and exemption changes will take effect within thirty (30) days of the date the Commission receives notice of the tax or boundary change.

## **Article VI. Sales Tax Collection and Administration.**

### **1. Collection; Registration; Remittance.**

- a. Every remote seller and marketplace facilitator meeting the Threshold Criteria of one hundred thousand (\$100,000) in annual sales or 100 annual transactions occurring in Alaska during the current or previous calendar year, shall collect sales taxes from the buyer at the time of sale or service and shall transmit the sales taxes collected to the Commission on a monthly or quarterly basis.
- b. The Commission will remit and report to Members by the last business day of the month.
- c. A remote seller or marketplace facilitator meeting the Threshold Criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the adoption of this Remote Seller Sales Tax Code and/or within thirty (30) calendar days of meeting the threshold, whichever occurs later. Registration shall be to the Commission on forms prescribed by the Commission as set out in the remote seller sales tax code.
- d. Upon receipt of a properly executed application, the Commission shall issue the applicant a certificate of registration, stating the legal name of the seller, the primary address, and the primary sales tax contact name and corresponding title. A list of registered sellers in good standing shall be distributed to Members, made public and available on the Commission's webpage.

### **2. Returns; Confidentiality.**

- a. The Commission will provide all sales tax return information to the taxing jurisdiction, consistent with local tax codes.
- b. All returns, reports and information required to be filed with the Commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:
  - i. Employees and agents of the Commission and taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
  - ii. The person supplying such returns, reports and information; or
  - iii. Persons authorized in writing by the person supplying such returns, reports and information.

**3. Title; Penalty and Interest; Overpayment.**

- a. Upon collection by the seller, title to the sales tax vests in the Commission and the member on whose behalf the original tax arose. The Commission shall act as a third-party trustee and remit taxes collected on behalf of the member no later than thirty (30) days after each filing deadline.
- b. The Remote Sellers Sales Tax Code shall establish the per annum interest rate and any applicable penalties for late or non-compliant remote sellers.
- c. Upon request from a buyer or remote seller the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller shall process the refund and amend any returns accordingly.

**4. Audit; Compliance and Enforcement.**

- a. The Commission shall have sole audit authority and will make final determinations regarding: (1) whether a remote seller or marketplace facilitator meets Threshold criteria; (2) the accuracy of returns filed by a remote seller or marketplace facilitator with the Commission; and (3) whether a remote seller or marketplace facilitator filing returns with the Commission is in compliance with collection and remittance obligations.
- b. The Commission shall have authority to enforce issues relating to the Remote Sellers Sales Tax Code including, but not limited to, the collection of late fees and penalties, and filing of civil suits and injunctions.

**Article VII. Entry into Force and Withdrawal.**

1. This Agreement will be in force and effective when formally approved by any seven signatories and will terminate if membership falls below seven.
2. Any Member may withdraw from this Agreement through ordinance or resolution rescinding signatory action and giving notice to the Commission of the effective date of the ordinance, with a minimum of 30 days' notice. Withdrawal will not affect any liability already incurred by or chargeable to a Member prior to the effective date of such withdrawal. The obligations of the Commission to remit and report remain until no longer necessary.

**Article VIII. Effect on Other Laws and Jurisdiction.**

Nothing in this Agreement may be construed to:

1. Affect the power of any local government to fix rates or tax exemptions, except that all members must adopt and implement the Commission's common definitions and tax code

changes or demonstrate parity or non-applicability.

2. Withdraw or limit the authority of local government with respect to any person, corporation, or other entity or subject matter, except to the extent that such authority is expressly conferred by or pursuant to this Agreement upon another agency or body.
3. Supersede or limit the jurisdiction of any court of the State of Alaska.

#### **Article IX. Construction and Severability.**

This Agreement shall be liberally construed so as to effectuate its purposes. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared or held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and its applicability to any government, agency, person or circumstance will not be affected. If any provision of this Agreement is held contrary to the charter of any member, the Agreement will remain in full force and effect as to the remaining members and in full force and effect as to the Member affected in all other provisions not contrary to charter.

Introduced by: Mayor  
Date: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-061**

**A RESOLUTION AUTHORIZING THE KENAI PENINSULA BOROUGH MAYOR TO  
ENTER INTO A SOLE SOURCE CONTRACT WITH LAERDAL MEDICAL  
CORPORATION FOR THE PURCHASE OF EMS TRAINING  
SIMULATOR MANNEQUINS**

**WHEREAS,** the Central Emergency Service Area (“CES”) requested the purchase of the EMS Training Simulator mannequins from Laerdal Medical Corporation; and

**WHEREAS,** Laerdal Medical Corporation is the sole manufacturer and distributor of the SimMan 3G and associated accessories and services; and

**WHEREAS,** the training equipment is the same brand and models that are being used by the University of Alaska, Kenai Peninsula College and the Nikiski Fire Department; and

**WHEREAS,** the equipment would be utilized in the day-to-day department training as well as in conjunction with the medical director for learning new medical techniques and evaluating personnel in the proficiency of skills; and

**WHEREAS,** the use of this equipment would provide more effective training, efficiencies in time management and an overall positive training delivery; and

**WHEREAS,** funding for this equipment has been approved by the assembly through the FY22 budgetary process in CES’s capital project funds;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** The mayor is authorized to enter into a sole source contract with Laerdal Medical Corporation for the purchase of the EMS Training Simulator Mannequins.

**SECTION 2.** Funds in the amount of \$126,559.66 are available in account 443.51610.22462.48515 for the purpose of purchasing EMS training simulator mannequins.

**SECTION 3.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY AUGUST, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Central Emergency Services

---

## MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*  
John Hedges, Purchasing and Contracting Director *JH*

**FROM:** Roy Browning, CES Fire Chief *RB*

**DATE:** August 5, 2021

**RE:** Resolution 2021-061 Authorizing the Kenai Peninsula Borough Mayor to Enter into a Sole Source Contract with Laerdal Medical Corporation for the Purchase of EMS Training Simulator Mannequins (Mayor)

---

CES is requesting a sole source purchase request from Laerdal Medical Corporation for EMS Training Simulator mannequins. Laerdal is the sole manufacturer and distributor of the SimMan 3G and associated accessories and services. This training equipment is the same brand and models that are being used by the University of Alaska, Kenai Peninsula College (KPC) and Nikiski Fire Department (Nikiski).

This training equipment would be utilized in day-to-day department training, as well as in conjunction with the medical director, for learning new medical techniques and evaluating personnel in the proficiency of skills. Having equipment that is compatible to equipment used by Nikiski and KPC will allow the medical director and training staff from all organizations to share training simulations and classes. This provides more effective training, efficiencies in time management and an overall positive training delivery.

Your consideration and support of this request for the reasons outlined above would be appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>443.51610.22462.48515</u>	
Amount \$ <u>126,559.66</u>	
By: <u>PP</u>	Date: <u>8/4/2021</u>

Introduced by: Hibbert at the Request of  
the Borough Clerk  
Date: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-062**

**A RESOLUTION APPROVING A QUARTERLY UPDATE  
TO THE BOROUGH RETENTION SCHEDULE**

**WHEREAS,** sound administrative practices require the borough to keep the retention schedule updated and current; and

**WHEREAS,** KP.B 2.52.030(F) provides for the review and quarterly update of the retention schedule; and

**WHEREAS,** the records manager continues to address inconsistencies and updates throughout the schedule;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** The attached revisions amend and add several record series to the schedule in an effort to meet current business practices as well as state and federal laws.

**SECTION 2.** That the attachments referenced above are approved for adoption into the current Kenai Peninsula Borough Records Retention Schedule.

**SECTION 3.** This resolution becomes effective immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF AUGUST, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk



Yes:

No:

Absent:

Kenai Peninsula Borough  
Office of the Borough Clerk  
Records Management Division

---

**MEMORANDUM**

**TO:** Brent Hibbert, Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Johni Blankenship, Borough Clerk *B*

**FROM:** Michele Turner, Deputy Clerk/Records Manager *(M.T.)*

**DATE:** August 5, 2021

**RE:** Resolution 2021-062 A Resolution Approving a Quarterly Update to the Borough Retention Schedule (Hibbert at the request of the Borough Clerk)

---

KPB 2.52.030(F) provides for the review and quarterly update of the retention schedule.

Upon a recent review of the Borough's schedule, the following amendments are presented for the assembly's consideration.

**911 Communications**

The Soldotna Public Safety Communications Center (911 Communications) is not currently part of KPB's retention schedule. This resolution therefore adds new record series that pertain to operations at the communications center. The State of Alaska's Department of Public Safety's schedule 12-391.1 was used for guidance in developing this series.

**Finance – Cash Management**

Record series, FIN.CSH.17 – Tax Bills – real and personal property over the counter invoices that are returned with payments are currently archived for 7 years. However, the software system that the Borough uses dates back further. The attached amendment is updating the retention period to align with the records in the system.

### **Finance – Sales Tax**

Record series, FIN.STX.04 – Sales Tax Return – this record series is amended to change from a permanent record to a 10-year retention schedule. The proposed amendment satisfies all legal requirements and is proposed after realizing that these records do not need to be permanently retained and that permanent retention does not serve a business purpose of the borough. This amendment is not retroactive and will not apply to sales tax return records that have been archived on microfilm prior August, 2021. As discussed below part and parcel with this proposed amendment to the record series is removing sales tax registration forms from FIN.STX.04 records to ensure that registration forms remain a permanent record.

FIN.STX.12 – Sales tax registrations – is a proposed new record series that will keep sales registration forms as a permanent record. Sales tax registration records are an important borough record that serve a business function and there is often a need to refer to the information contained on the original registration form.

### **Human Resources**

PER.ADM.01 – Employee Files / Personnel Files are currently being archived permanently. Upon discussion with both the Legal and Human Resources Departments it has been determined permanent retention of employee files have no benefit to the borough for either legal or administrative needs and that maintaining these records permanently is not in the best interests of former employees. This aligns with the State's Local Government Retention Model 300.1 that employee/personnel files are not considered to be permanent records. Therefore, we are recommending retention of this record be amended to 40 years. To be clear, that is 40 years after the employee's employment with the borough ends.

### **Risk Management**

Currently, the schedule does not include any environmental record series. Structuring a retention schedule for these types of records was a very technical task. The Risk Department worked directly with the State of Alaska's Records Manager to incorporate environmental records into the borough's retention schedule. The State's recommendations are attached.

Page -3-

August 5, 2021

RE: Resolution 2021-062

---

This amendment also includes re-categorizing the Risk Management schedule to include subcategories. With this proposed change, the subcategories, with schedule numbers to be added, will be as follows:

RSK.CLM.## = Claims

RSK.SAF.## = Safety

RSK.ENV.## = Environmental

Thank you for your consideration.



## Finance Cash Management

SCHEDULE No.	DESCRIPTION	RETENTION
<b>FIN.CSH.17</b>	<p><b>TAX BILLS – REAL &amp; PERSONAL PROPERTY OVER THE COUNTER</b></p> <p>Invoices to taxpayers returned with payments.</p> <p><i>Note: Checks and stubs received by mail are kept electronic in department <u>from 2012 to current.</u></i></p> <p><u>Total payment amounts only (no remittance information) exist electronically from 2001 - 2011.</u></p>	<p>1 year/Office <b>(e)</b></p> <p>[6]19 years/ Records Ctr.</p>

## Finance Sales Tax

SCHEDULE No.	DESCRIPTION	RETENTION
<b>FIN.STX.04</b>	<p><b>SALES TAX RETURNS</b></p> <p>[SALES TAX REGISTRATIONS AND R]Reports completed by businesses and returned to borough. Correspondence, resale and exempt applications. Adjustments to accounts. Guide and compliance forms.</p> <p><u>C = until account is closed.</u></p> <p><u>Note: Complete sales tax returns, including sales tax registration forms, are archived on microfilm prior to August, 2021.</u></p>	<p>[permanent] <b>(m) (v)</b></p> <p><u>C+1</u> <u>year/Office</u></p> <p><u>9 years/</u> <u>Records Center</u></p>
<b>FIN.STX.12</b>	<p><b>SALES TAX REGISTRATIONS</b></p> <p><u>Sales tax registration forms.</u></p>	<p><b>Permanent</b> <b>(m) (v)</b></p>

## Human Resources

SCHEDULE No.	DESCRIPTION	RETENTION
<b>PER.ADM.01</b>	<p><b>EMPLOYEE FILES / PERSONNEL FILES</b></p> <p>Full-time, part-time, on-call/volunteer, assembly members, board and commission members. Contains application/resume, tax forms, payroll deduction authorizations, test and scores, retirement data, references, evaluations, transfers, promotions/demotions, salary increases/decreases, levies/attachments, deferred compensation data, disciplinary actions. Health and benefit enrollment information.</p> <p>[*SEE ALSO EMPLOYEE RECORDS, ARTICLE 13.1 OF THE COLLECTIVE BARGAINING AGREEMENT]</p> <p><u>C = upon employee's separation from employment.</u></p>	<p>[PERMANENT*]  <u>C+ 1 year/Office</u></p> <p><u>39 years/</u>  <u>Records Center</u>  <b>(v)</b></p>



## Risk Management

SCHEDULE No.	DESCRIPTION	RETENTION
<b>RSK.CLM.01</b>	<p><b>INSURANCE POLICIES</b></p> <p>Insurance policies for the Borough, District, and service areas excluding those listed in the Office of Human Resources' retention schedule.</p> <p>C = Until policy expires.</p>	<p>C+5 years/Office</p> <p>45 years/ Records Cntr.</p>
<b>RSK.CLM.02</b>	<p><b>LIABILITY CLAIMS</b></p> <p>Liability claims submitted to the Borough, District, and service areas, which may include; investigation reports, settlement releases, related correspondence, etc..</p> <p><i>(Retention period begins upon settlement date)</i></p> <p>C = Until claim is settled and all legal aspects are resolved.</p>	<p>C+2 years/Office</p> <p>5 years/ Records Cntr.</p>
<b>RSK.ADM.03</b>	<p><b>REFERENCE MATERIALS</b></p> <p>C = Until Administrative need is met</p>	<p>C/Office</p>
<b>RSK.CLM.04</b>	<p><b>CERTIFICATES OF INSURANCE</b></p> <p>Certificates of insurance submitted to the Borough, District, and service areas by organizations conducting business with the Borough.</p> <p>C = Life of certificate</p>	<p>C+1year/Office</p> <p>(s)</p>
<b>RSK.CLM.05</b>	<p><b>WORKERS' COMPENSATION CLAIMS</b></p> <p>Workers' Compensation claims submitted to the Borough, District, and service areas, which may include no treatment, first aid, and recordable incidents. Claim files may include reports of injury, investigation reports, medical reports, correspondence, release agreements, vocational rehabilitation reports, indemnity and medical payments, medical examinations, etc. C = Until claim is closed and all legal aspects are resolved.</p>	<p>C+5 years/Office</p> <p>35 years/ Records Cntr.</p>

## Risk Management

SCHEDULE No.	DESCRIPTION	RETENTION
<b>RSK.CLM.06</b>	<b>WORKERS' COMPENSATION YEARLY AUDIT</b>  Fiscal year end Workers' Compensation totals for year-end audit.	<b>Permanent</b>
<b>RSK.SAF.10</b>	<b>TRAINING COURSE FILES</b>  Course schedules, evaluations, correspondence, and rosters.	3 years/Office
<b>RSK.SAF.11</b>	<b>TRAINING COURSE DEVELOPMENT FILES</b>  Course materials including audio/visual products, training aides, research materials, correspondence, and other media related to the development and/or presentation of training presentations.  C = Until course is obsolete, superseded or administrative need is met.	C/Office
<b>RSK.SAF.12</b>	<b>HAZARD COMMUNICATION &amp; MATERIAL SAFETY DATA SHEETS</b>  Program, inventories, and lists of hazardous chemicals present in the workplace and copies of the material safety data sheets received with incoming shipments of chemicals and posted in the workplace.	30 years Records Cntr.+  Authority: 29CFR

## Risk Management

SCHEDULE No.	DESCRIPTION	RETENTION
	<p><i>(see MSDS Online)</i></p> <p>Note: Record copy retained by receiving department.</p>	1910.1200; 1410.450
<b>RSK.SAF.13</b>	<p><b>OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION LOGS</b></p> <p>OSHA 300A Summary reports of lost time injuries</p> <p>OSHA 200 Log of Injuries and Illnesses</p> <p>OSHA 301 Incident Reports</p>	6 years/Office
<b>RSK.SAF.14</b>	<p><b>OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REPORTS</b></p> <p>OSHA Consultation Inspections</p> <p>OSHA Compliance/Enforcement Inspections</p>	5 years/Office  25 years/ Records Cntr.
<b>RSK.SAF.15</b>	<p><b>OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EMPLOYEE RECORDS</b></p> <p>Respiratory Medical Evaluation</p> <p>C = Duration of employment.</p>	C/Office  30 years/ Records Cntr.
<b>RSK.CLM.16</b>	<p><b>PROPERTY CLAIMS</b></p> <p>Property claims submitted to the Risk Management Department which may include investigation reports, quotes, invoices, photos and related correspondence between departments and contractors.</p> <p>C = Until claim is settled and all legal aspects are resolved.</p>	C+2 years/Office  5 years/ Records Cntr.
<b>RSK.ENV.17</b>	<p><b>DRINKING WATER (WATER MANAGEMENT PLANS)</b></p> <p><b>AMOSS, Monitoring Summaries, Classification Reports, Lead &amp; Copper Rule, Revised Total Coliform Rule (RTCR)</b></p> <p><b>C = Until summaries and reports are updated.</b></p>	C+2 years/Office
<b>RSK.ENV.18</b>	<p><b>DRINKING WATER (WATER MANAGEMENT PLANS)</b></p> <p><b>Monitoring Data, Control of Lead &amp; Copper</b></p>	12 years/Office  40 CFR 141.91

# Risk Management

SCHEDULE No.	DESCRIPTION	RETENTION
	<b>Note: Monitoring data is kept electronically in the department</b>	(e)
<b>RSK.ENV.19</b>	<b>DRINKING WATER (WATER MANAGEMENT PLANS)</b>  <b>Sanitary Surveys and Supporting Documents</b>	10 years/Office
<b>RSK.ENV.20</b>	<b>DRINKING WATER (WATER MANAGEMENT PLANS)</b>  <b>Positive Fecal Coliform Data &amp; Actions per the Revised Total Coliform Rule (RTCR)</b>	3 years/Office  (e)
<b>RSK.ENV.21</b>	<b>DRINKING WATER (WATER MANAGEMENT PLANS)</b>  <b>Projects and Maintenance</b>  <b>C = Upon completion send to Records</b>	C+Permanent
<b>RSK.ENV.22</b>	<b>WASTE WATER (SEWER AND WATER ASSESSMENT RECORDS)</b>  <b>Alaska Pollutant Discharge Elimination System (APDES) Permit Applications</b>	3 years/Office from application sign date
<b>RSK.ENV.23</b>	<b>WASTE WATER (SEWER AND WATER ASSESSMENT RECORDS)</b>  <b>Alaska Pollutant Discharge Elimination System (APDES) Permit</b>  <b>C = Until new permit is issued</b>	C+5 years/Office
<b>RSK.ENV.24</b>	<b>WASTE WATER (SEWER AND WATER ASSESSMENT RECORDS)</b>  <b>Discharge Monitoring Reports (DMR) &amp; Data in relation to the National Pollutant Discharge Elimination System (NPDES). Effluent quality, facility status, compliance schedule information, notifications of noncompliance, and bypassing.</b>	1 year/Office from sample date  2 years/ Records Cntr.
<b>RSK.ENV.25</b>	<b>WASTE WATER (SEWER AND WATER ASSESSMENT RECORDS)</b>  <b>Sludge (bio-solids) Management, Bio-cycle Data and Maintenance</b>	1 year/Office  4 years/ Records Cntr.  40 CFR 122.41 (i)

## Risk Management

SCHEDULE No.	DESCRIPTION	RETENTION
<b>RSK.ENV.26</b>	<p><b>WASTE WATER (SEWER AND WATER ASSESSMENT RECORDS)</b></p> <p><b>Projects and Maintenance</b></p> <p><b>C = Upon completion send to Records</b></p>	C+Permanent
<b>RSK.ENV.27</b>	<p><b>ABOVE AND UNDERGROUND STORAGE TANKS (OIL SPILL PREPAREDNESS FILES)</b></p> <p><b>Spill Prevention Control and Countermeasure Plans (SPCC)</b></p> <p><b>C = Active SPCC Plan remains at the facility</b></p>	C+5 years/ Records Cntr. after facility is no longer in operation or if record is no longer applicable
<b>RSK.ENV.28</b>	<p><b>ABOVE AND UNDERGROUND STORAGE TANKS (OIL SPILL PREPAREDNESS FILES)</b></p> <p><b>Inspections</b></p>	3 years/Office (binder at the facility)  40 CFR 280.36 (b); 40 CFR 280.35 (c)  (e)
<b>RSK.ENV.29</b>	<p><b>ABOVE AND UNDERGROUND STORAGE TANKS (OIL SPILL PREPAREDNESS FILES)</b></p> <p><b>Spill Reports, Historical Records AST/UST Replacement or Removal</b></p>	5 years/Office  25years/ Records Cntr. Until after the site reaches cleanup complete status, informational status, non- qualifying status, or unconfirmed status, and

## Risk Management

SCHEDULE No.	DESCRIPTION	RETENTION
		barring any legal hold on records, or historical significance
<b>RSK.ENV.30</b>	<p><b>RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) (RECYCLING, (SOLID) AND HAZARDOUS WASTE RECORDS)</b></p> <p><b>Solid Waste Management, Universal Waste Documents, Household Hazardous Waste Program (HHW), Hazardous Waste Management and Manifest</b></p>	<p>1 year/Office from date waste was accepted by initial transporter</p> <p>2 years/ Records Cntr.</p> <p>40 CFR 273.8; 40 CFR 262.40</p>
<b>RSK.ENV.31</b>	<p><b>AIR QUALITY (INSPECTION FILES (MISCELLANEOUS)</b></p> <p><b>Indoor and Outdoor Evaluation Files, Mold, Various other Airborne Issues</b></p>	<p>1 year/Office</p> <p>4 years/ Records Cntr.</p>
<b>RSK.ENV.32</b>	<p><b>TIER II (HAZARDOUS MATERIALS/COMMUNITY RIGHT TO KNOW FILES)</b></p> <p><b>Tier II Report and supporting documents</b></p> <p><b>C = Until report is superseded</b></p>	<p>C/Office</p> <p>7 years/ Records Cntr.</p> <p>40 CFR 370</p>
<b>RSK.ENV.33</b>	<p><b>HAZARDOUS MATERIAL-HAZMAT (SHIPPER)</b></p> <p><b>Shipping Papers, Bill of Lading, Non-Hazardous Manifest</b></p>	<p>1 year/Office from date waste was accepted by initial transporter</p> <p>1 year/ Records Cntr.</p>

## Risk Management

SCHEDULE No.	DESCRIPTION	RETENTION
		49 CFR 172.201  (e)
<b>RSK.ENV.34</b>	<b>HAZARDOUS MATERIAL INCIDENT FILES</b>  Investigation report, photographs, manifests/shipping papers	2 years/Office  Permanent
<b>RSK.SAF.35</b>	<b>SAFETY COMMITTEE RECORDS</b>  Records that document the actions of workplace safety committees, which oversee or advise on school district safety issues. May include minutes, agendas, exhibits, reports, resolutions, audio recordings, indexes, and related correspondence.	3 years/ Records Cntr. then destroy
<b>RSK.SAF.36</b>	<b>SAFETY INSPECTION &amp; COMPLIANCE RECORDS</b>  Records that document safety inspections of Borough and District facilities certifying compliance with state and local safety regulations. May include the following inspections: building, boiler, or any other relevant inspection, including the Loss Control Incentive Program (LCIP). Records may consist of safety inspection reports, schedules of inspections, follow-up actions, related correspondence, and documentation.	1 year/Office  4 years/ Records Cntr.
<b>RSK.SAF.37</b>	<b>DRIVER QUALIFICATION FILES (DQF)</b>  The DQF consists of the following: employment application, road test certificate, previous employment check, original driver license check, medical examiner's certificate, annual review, annual state abstract, and list of motor vehicle violations.	Permanent
<b>RSK.ADM.38</b>	<b>NOTARIES</b>  Applications and Bond Requests_  C = Until commission expires	C+1 year/Office  (s)

Introduced by: Dunne, Bjorkman  
Date: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-063**

**A RESOLUTION ENCOURAGING ALL QUALIFIED RESIDENTS TO PARTICIPATE  
FULLY IN THE 2021 KENAI PENINSULA BOROUGH ELECTIONS**

**WHEREAS,** the right to vote is one of the most important rights of citizenship in our representative democracy; and

**WHEREAS,** the Kenai Peninsula Borough (“Borough”) has over 51,000 registered voters in 28 voting precincts, six of which are vote by mail precincts; and

**WHEREAS,** the Borough has been conducting safe and secure elections for the past 56 years; and

**WHEREAS,** the Assembly recently adopted Ordinance 2021-18 which codified measures to ensure safe and secure local elections, and

**WHEREAS,** voter turnout in the past 6 elections on the Kenai Peninsula Borough has averaged under 24 percent, with occasional precincts as low as 4 percent; and

**WHEREAS,** increasing voter turnout improves civic engagement, helps establish stronger social connections, empowers the whole community, improves the total health of the community; and

**WHEREAS,** the Borough continues to engage with youth, community groups, disability rights groups, and voters in general to increase voter participation; and

**WHEREAS,** the Borough provides multiple ways to vote, including in person, absentee in person available beginning 15 days prior to the regular election, absentee by electronic transmission, absentee by mail, special needs, and questioned/provisional ballots available at polling sites;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** In an effort to increase voter turnout, the KPB Assembly strongly encourages all qualified residents of the Borough to register to vote and to be sure their voter registration information is current, to be fully informed about candidates and issues, and to vote by whatever means best suits their needs.



**SECTION 2.** The KPB Assembly also encourages voters with any questions or concerns about voting to reach out to the Borough or City Clerks.

**SECTION 3.** The KPB Assembly encourages all qualified residents to recognize your duty and right to vote in the upcoming Borough elections beginning on September 20, 2021 and leading up to Election Day on Tuesday, October 5, 2021.

**SECTION 4.** That this resolution shall become effective immediately upon its adoption

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF AUGUST, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Assembly

---

## MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Willy Dune, Assembly Member <sup>JB</sup>  
Jesse Bjorkman, Assembly Member <sup>JB</sup>

**DATE:** August 5, 2021

**RE:** Resolution 2021-063, Encouraging all Qualified Residents to Participate Fully in the 2021 Kenai Peninsula Borough Elections (Dunne, Bjorkman)

---

With local elections quickly approaching, it is in the best interest of the Borough to educate the electorate and encourage participation in the election process to the fullest extent possible. This resolution will help to remind and encourage voters to register, to be fully informed and to vote on October 5.

Your support of this Resolution is appreciated.

Introduced by:	Bjorkman, Elam
Date:	04/20/21
Hearing:	05/18/21
Action:	Postponed as Amended to 06/15/21
Vote:	8 Yes, 1 No, 0 Absent
Date:	06/01/21
Action:	Enacted as Amended
Vote:	8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-18**

**AN ORDINANCE AMENDING TITLE 4 REGARDING BOROUGH ELECTIONS AND  
ENACTING A NEW CHAPTER OF CODE, KPB 4.60, ELECTION SECURITY AND  
INTEGRITY, TO ENSURE BOROUGH ELECTIONS ARE ACCESSIBLE, RELIABLE  
AND SECURE**

**WHEREAS,** the peoples’ confidence in the integrity of election results is reliant on their confidence in the security of the election equipment, election workers, and infrastructure that make elections possible; and

**WHEREAS,** free and fair elections play a vital and integral role in a democratic society; and

**WHEREAS,** all election equipment must be publicly tested, secure, and accountable in order to prove its reliability; and

**WHEREAS,** poll watchers must be able to closely observe elections; and

**WHEREAS,** voters must show proper identification to an election official before voting; and

**WHEREAS,** any absentee by-mail ballots must be witnessed and the voter’s identity verified; and

**WHEREAS,** any reasonable suspicion of election fraud should be forwarded to the Alaska Attorney General; and

**WHEREAS,** this ordinance enacts a new chapter in borough code to establish election security and publicity procedures to protect the integrity of local elections;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That KPB 4.50.110 is hereby amended as follows:

**4.50.110. Closing of the polls.**

- A. Fifteen minutes before the closing of the polls, and at the time of closing the polls, an election official shall announce both the designated closing time and the actual time at which the announcement is made. Failure to make the announcement at 15 minutes before closing time shall not in any way invalidate the election or extend the time for closing of the polls. After closing, no person will be allowed to enter the polling place for purposes of voting. Every qualified voter present and in line at the time prescribed for closing the polls may vote.
- B. When the polls are closed and the last vote has been cast, the election board shall account for all ballots by completing a ballot statement containing, in a manner prescribed by the clerk, the number of official ballots supplied.
- C. The election board shall count the number of questioned ballots and shall compare that number to the number of questioned voters in the register. Discrepancies shall be noted on the ballot statement.
- D. The election board shall announce the total vote tally and sign the final results tape. No less than two members of the election board shall transport the election tabulator and election materials to the election supervisor in accordance with KPB 4.60.050.

**SECTION 2.** That KPB Chapter 4.60. Election Integrity and Security is enacted as follows:

**4.60.010. Purpose; Scope.**

The purpose of this chapter is to ensure borough elections are secure and reliable, and to provide added public trust in the integrity of borough election results. This chapter only applies to local elections administered by the borough.

**4.60.020. Elections security.**

- A. A ballot printer who prepares ballots for use at a borough election will be provided a certificate to sign indicating that any overruns have been destroyed and that all official ballots ordered by the borough have been delivered to the election supervisor. Upon receipt of the official ballots from the printer, the election supervisor and one additional designee shall secure the ballots. A locked room with access limited to election personnel will be provided wherever possible.

- B. When voted absentee ballots begin to arrive in the election supervisor's office, the ballots will be secured and access limited to personnel of the Clerk's Office and the Canvass Board. The absentee ballots will be bundled, date stamped by bundle, and processed according to the date stamped for the bundle. The information contained on the affidavit envelope will be compared to the master list of registered voters. The register may be reviewed by interested persons at any time during the election process at the election supervisor's offices.
- C. The security of the polling place and electronic voting equipment must be maintained by the Election Board during the hours when election equipment is present at the polling place. The Election Board shall inspect the tamper-evident seal on electronic voting equipment upon receipt and before the polls open on the day of the election and shall immediately report any evidence of tampering to the election supervisor.
- D. After the counting of voted ballots has been completed in a precinct, the Election Board shall seal the ballots in the envelopes provided and place their initials across the seal.
- E. The central ballot counting center is located in Soldotna at the Borough Administration Building in the Clerk's Office. Access into the central ballot counting center is restricted to those persons approved by the election supervisor. The election supervisor will prepare the listing of persons who will have access to the restricted area and provide those persons with the appropriate identification.
- F. Following the counting of absentee and questioned ballots at the central ballot counting center, the ballot containers must be sealed. The election supervisor shall prepare a receipt indicating the number of containers of ballots. When the count is completed, the ballots must be transported to the arranged secured storage areas previously determined by the election supervisor.
- G. The Canvas Board is defined and described in KPB 4. 90. References to an election official or precinct election board in this chapter shall mean the same persons described in KPB 4.50.010. Any terms not specifically defined in this chapter or in KPB 4.10.020 shall have their ordinary and common meaning.

**4.60.030. Ballot tabulator tests and security.**

- A. The automatic tabulating equipment used for counting ballots (tabulator) at voting places shall be tested publically two times for each election: before the election, and before the counting of ballots. After the counting of ballots a post-election audit shall be performed.

- B. Before an election, the tabulator must be tested as follows:
1. The election coordinator board is responsible for performing and certifying the initial logic and accuracy test of the ballot counting program and memory cards;
  2. The election review board is responsible for performing a second logic and accuracy test of the ballot counting program memory cards and preparing the memory cards for election use.
- C. Before the opening of the polls on election day at locations where there is a tabulator, the Election Board is responsible for certifying that the precinct tabulator prints a zero totals report. In addition, before counting absentee or questioned ballots, the Canvass Board will verify that a zero totals report is printed before each memory card is used; if the same memory card is used in a subsequent count, the board will print a totals report before resuming count, and verify that it matches the totals report from the subsequent count.
- D. Upon completion of the automatic count, a post-election audit shall be performed, and if the audit confirms the automatic count and does not present any discrepancies the automatic count is valid for the purpose of certifying the election returns. If discrepancies are identified a recount shall take place for that precinct prior to certification.
- E. A test is successful if a perfect count of the test ballots is obtained and the tabulator otherwise functions properly during the counting of the test ballots. The testing authorities shall determine whether a test is successful.
- F. Tabulator tests are open to the public. The borough clerk shall provide public notice of the election and testing calendar as follows:
1. By publication in a newspaper of general circulation at least one week prior to the scheduled election;
  2. By posting on the borough's website; and
  3. By physically posting at the borough administration building in Soldotna.
- G. In addition to the public notice required under subsection F, the borough clerk shall provide notice, via e-mail if known and if not known by U.S. mail delivery, to all candidates and interested parties. For the purposes of this subsection the term "interested parties" shall mean any initiative or referendum sponsors.

**4.60.040. Security of Test Materials.**

- A. On completing each test, the testing authority shall place the test ballots and other test materials in a container provided for that purpose and seal the container so it cannot be opened without breaking the seal. The election supervisor, election coordinators, and not more than two watchers, if one or more watchers are present, shall sign the seal. The watchers must be of opposing interests if such watchers are present.
- B. The test materials shall remain sealed for the period for preserving the precinct election records, per the Kenai Peninsula Borough's Assembly approved retention schedule.
- C. The container may not be unsealed unless the contents are necessary to conduct a test under this subchapter, a criminal investigation, election contest, or other official proceeding under this code. If the container is unsealed, the authority in charge of the proceeding shall reseal the contents when not in use.

**4.60.050. Transportation and receipt of ballots.**

- A. In locations where an automatic tabulating equipment used for counting ballots (tabulator) is used, the voted ballots counted by the tabulator must be transported on election night to a secured storage area prearranged by the election supervisor.
- B. On the day following the election the ballots described in (a) of this section that were not transported to the central ballot counting center will be transported by ground by an election official. If transported by air the container must be secured with tamper proof seal. The ballots must be accompanied from the secured storage area to the airport of departure, and from the airport of destination to a designated secured storage area by an election official.
- C. A chain of custody document will accompany each ballot shipment. Access to the secured area will be limited to election personnel.
- D. On each day after the election designated by the clerk for the counting of absentee and questioned ballots and after the completion of the counting by Canvass Board, the counted absentee and questioned ballots will be secured in a locked room as determined by the election supervisor.

**4.60.060. Questioned and absentee facsimile ballots.**

- A. The procedures in this section apply to a voted questioned or absentee ballot that has been received at central office for a determination as to whether the ballot is eligible for counting. Board members shall temporarily set aside a questioned ballot, and therefore not immediately count the questioned ballot, for a eligibility determination if:
1. The voted ballot cannot be counted by the tabulator because
    - (A) the voter marked the ballot in a manner that causes the tabulator to reject the ballot; or
    - (B) the ballot is otherwise damaged; and
  2. The board members determined that the ballot contains clear and convincing evidence of the voter's intent.
- B. The board members shall make an exact copy of a voted ballot described in subsection A above, for substitution as a facsimile ballot.
- C. The original of a voted ballot for which a facsimile ballot is prepared under this section must be clearly labeled "original." A facsimile ballot prepared under this section must be clearly labeled "facsimile." After completion of the counting process, the original and the facsimile of a voted ballot must be placed in envelopes and the envelopes must be sealed.
- D. In this section, "board members" means members of the Canvass Board, designated by the election supervisor and confirmed by the assembly to perform the functions described in this section.

**4.60.070. Uncounted ballots at tabulator precincts.**

- A. The procedures set out in this section apply to a voted ballot that was unable to be counted by the automatic tabulating equipment used for counting ballots (tabulator) and subsequently reviewed by the Canvass Board for a determination as to whether the ballot is eligible for counting.
- B. The Canvass Board shall instruct voters to place the voter's ballot in the emergency compartment of the tabulator ballot box if the voted ballot cannot be counted in the tabulator because:
1. The tabulator is unable to accept ballots due to a malfunction or power loss;



2. The voter marked the ballot in a manner that causes the tabulator to reject the ballot and the voter does not wish to correct the ballot; or
  3. The tabulator rejects the ballot for an unknown reason.
- C. When the polls have closed and all eligible voters have voted, the Election Board shall remove all ballots from the emergency compartment and feed the ballots through the tabulator. If there are any ballots that are unable to be counted by the tabulator, the Election Board shall place those ballots in an envelope labeled "uncounted ballot envelope" and seal the envelope in a manner that the envelope cannot be opened without breaking the seal and the seal must be signed by two members of the Election Board. The envelope will then be placed inside the precinct register.
- D. The Canvass Board will conduct its review and count ballots that have been sent in the uncounted ballot envelope, described in subsection B above, using the rules specified in KPB 4.90.030 or KPB Chapter 4.70

**4.60.080. Poll Watcher.**

- A. Each candidate and interested parties may appoint a poll watcher for each voting place. For the purposes of this subsection, the term "interested parties" shall mean any initiative or referendum sponsors and parties that timely submitted statements supporting or opposing initiative or referendum.
- B. A poll watcher shall have the right to
1. Observe the conduct of the election.
  2. Monitor the preliminaries of opening the polls.
  3. Remain at the polling place through the election until the results of the election have been posted and the voting machines sealed, as provided by law.
  4. Observe the ballots as they are counted.
  5. Observe absentee ballots when they are called during the count.
  6. See, at a distance of normal reading ability, all oaths administered and signed, the record of assisted voters, the list of qualified voters, the poll list, and any and all records made in connection with the election.

- C. Each poll watcher shall be sworn to faithfully observe the rule of law prescribed for the conduct of elections. Poll watchers may be present to be sworn in with the precinct election officials, or as time allows, but so as not to interfere with the election. Each poll watcher shall be a resident and qualified voter of the State of Alaska and the Kenai Peninsula Borough. Election officials, including returning officers, may not serve as poll watchers. Poll watchers are not permitted to take pictures or make copies of any ballot, list, or record provided in accordance with subsection B above.
- D. A poll watcher shall not disturb voters, attempt to influence voters, campaign at the polling place, nor display or wear any campaign material or buttons while inside any polling place.

**SECTION 3.** That KPB 4.80.070 is amended as follows:

**4.80.070. Absentee voting—By mail.**

- A. A qualified voter may apply for an absentee ballot by mail, on-line, by fax or by mail if postmarked not earlier than the first of the year in which the election is to be held nor less than seven days before an election. A voter may request [HIS]their name be placed on permanent absentee application by mail status. The application shall include the address to which the absentee ballot is to be returned, the applicant's full Alaska residence address, and the applicant's signature.
- B. After receipt of an application by mail, on-line, by fax or by mail, the borough clerk shall send the absentee ballot and other absentee voting material to the applicant by first class mail. The materials shall be sent as soon as they are ready for distribution. The return envelope sent with the materials shall be addressed to the borough clerk.
- C. Upon receipt of an absentee ballot by mail, the voter[, IN THE PRESENCE OF A NOTARY PUBLIC, COMMISSIONED OFFICER OF THE ARMED FORCES INCLUDING THE NATIONAL GUARD, DISTRICT JUDGE OR MAGISTRATE, UNITED STATES POSTAL OFFICIAL, OR OTHER PERSON QUALIFIED TO ADMINISTER OATHS,] may proceed to mark the ballot in secret, to place the ballot in the small envelope, to place the small envelope in the larger envelope, and to sign the voter's certificate on the back of the larger envelope in the presence of an official[LISTED IN THIS SUBSECTION] who shall sign as attesting official and shall date [HIS]their signature. Officials recognized to attest to the veracity of signatures listed in this subsection are: a notary public, a commissioned officer of the armed forces including the National Guard, state court judge, United States postal official, or other person qualified to administer oaths. If none of the officials listed in this subsection are

reasonably accessible, an absentee voter shall have the ballot witnessed by a person over the age of 18 years.

- D. An absentee ballot must be marked and attested on or before the date of the election. If the voter returns the ballot by mail, he shall use the most expeditious mail service and mail the ballot not later than the day of the election to the borough clerk. It must be postmarked on or before midnight of election day and received by the clerk no later than the Tuesday following the election. Ballot envelopes received after that time shall not be opened but shall be marked "invalid", with the date of receipt noted thereon, and shall be preserved with other ballots of the election.
- E. The clerk [MAY] shall require a voter casting an absentee ballot by mail to provide proof of identification, including one of three unique pieces of personal identification data which shall include the voter's date of birth, last four digits of the voter's social security number, or the voter's voter identification number[, OR OTHER INFORMATION] to aid in the establishment of [HIS] the voter's identity. These unique identifiers shall be provided by the voter on the ballot package and sworn to be the voter's signature and the signature of an official as described in subsection C above.
- F. The clerk shall maintain a record of the name of each voter to whom an absentee ballot is sent by mail. The record must list the date on which the ballot is mailed and the date on which the ballot is received by the borough clerk and the dates on which the ballot was executed and postmarked.
- G. Upon reasonable suspicion of fraud, misconduct, or plural voting by a registered voter, the clerk shall notify the attorney general and request that the matter be prosecuted to the fullest extent of the law.

**SECTION 4.** That KPB 4.90.020(A) is amended as follows:

**4.90.020. Canvass of returns.**

- A. No later than the Monday following each election, the election canvass board shall meet in public session and canvass all election returns. In full view of those present, and in accordance with the procedures set forth in KPB Chapter 4.60, the election canvass board shall judge the applicability of absentee and questioned ballots, shall open and tally those accepted, and shall compile the total votes cast in the election. The canvass of the ballot vote counted by the precinct election boards shall be accomplished by reviewing the tallies of the recorded vote to check for mathematical error by comparing totals with the precinct's certificate of results. All obvious errors found by the election canvass in the transfer of totals from the precinct tally sheets to the precinct certificate of results shall be corrected by the canvass board. A mistake which has been made in precinct returns that is not clearly an error in the transfer of the results from the tallies to

the certificate of results empowers the canvassing board to recommend a recount of the results of the precinct or precincts for that portion of the returns in question.

- B. Upon completion of the canvass, the canvassing board shall prepare a final certificate of the results of votes cast by absentee, questioned and challenged ballots and of votes cast by regular ballot, and shall prepare a written report of the results to be submitted to the assembly.
- C. If election materials have not been received from a precinct prior to completion of the canvass, but election results have been transmitted by telephone, telegram, radio or electronic transmission, the canvassing board shall count the election results received. If the borough clerk has reason to believe that a missing precinct certificate, if received, would affect the result of the election, the clerk shall await the receipt of the certificate until 2:00 p.m. on the Tuesday following the election. If the certificate is not received by the clerk by 2:00 p.m., Tuesday, then the certificate shall not be counted nor included in the final certification of the canvassing board.

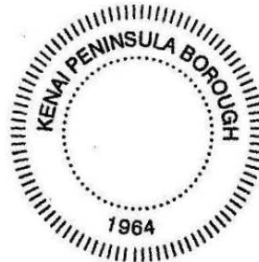
**SECTION 5.** That this ordinance is effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 15TH DAY OF JUNE, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

\_\_\_\_\_  
Jonni Blankenship, MMC, Borough Clerk



(  
Yes: Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert  
No: Bjorkman  
Absent: None

06/15/21 Motion to Enact as Amended:

Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Johnson, Hibbert  
No: None  
Absent: Elam

Introduced by: Mayor  
Date: 08/17/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-064**

**A RESOLUTION ADOPTING JOINT RESOLUTION NO. 2021-002 OF THE  
ASSEMBLY OF THE KENAI PENINSULA BOROUGH AND COUNCILS OF THE  
CITIES OF HOMER, KACHEMAK, KENAI, SELDOVIA, SEWARD AND SOLDOTNA,  
SUPPORTING A REQUEST FOR FEDERAL AID SUBMITTED BY THE KENAI  
PENINSULA BOROUGH TO ALASKA'S U.S. CONGRESSIONAL DELEGATION FOR  
THE PURPOSE OF SPRUCE BARK BEETLE MITIGATION**

**WHEREAS**, Southcentral Alaska is experiencing a forest crisis in the form of a resurgence of the 1990s spruce beetle outbreak where over one million acres were impacted on the Kenai Peninsula before the infestation was addressed; and

**WHEREAS**, the Borough, the Cities, and all residents and landowners within the Kenai Peninsula Borough share a common goal to mitigate the devastating impacts of this resurgent spruce bark beetle outbreak and find that it serves public interest to work together toward completing hazard mitigation projects across all lands; and

**WHEREAS**, federal assistance in addressing this critical forest crisis is necessary to mitigate the hazardous impacts on private and public property in the Kenai Peninsula Borough;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI  
PENINSULA BOROUGH:**

**SECTION 1.** That the Kenai Peninsula Borough Assembly approve and adopt Joint Resolution 2021-002.

**SECTION 2.** That Assembly President Brent Hibbert is authorized to sign Joint Resolution 2021-002 on behalf of the Kenai Peninsula Borough.

**SECTION 3.** That a copy of this resolution be sent to the Kenai Peninsula Borough State Legislative Delegation, the Governor of the State of Alaska, and the Alaska U.S. Congressional Delegation.

**SECTION 4.** That this resolution takes effect immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 17TH DAY OF AUGUST, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Office of the Borough Mayor

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Charlie Pierce, Mayor CP

**DATE:** August 5, 2021

**RE:** Resolution 2021-\_\_\_, Adopting Joint Resolution No. 2021-002 of the Assembly of the Kenai Peninsula Borough and Councils of the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna, Supporting a Request for Federal Aid Submitted by the Kenai Peninsula Borough to Alaska's U.S. Congressional Delegation for the Purpose of Spruce Bark Beetle Mitigation (Mayor)

---

This resolution would authorize the Assembly President to sign Joint Resolution No. 2021-002. Joint Resolution 2021-002 provides that the borough administration and administrations for the Cities of Homer, Kenai, Seldovia, Seward, and Soldotna, respectively, support the request submitted by the Kenai Peninsula Borough for the purpose of spruce bark beetle mitigation in the amount of \$35,000,000.00.

Joint Resolution 2021-002 authorizes the borough and the respective administrations to execute letters, or other necessary documentation, in support of the borough's request for federal assistance to address the spruce bark beetle forest crisis.

Your consideration of this resolution is appreciated.

**KENAI PENINSULA BOROUGH  
CITY OF HOMER  
KACHEMAK CITY  
CITY OF KENAI  
CITY OF SELDOVIA  
CITY OF SEWARD  
CITY OF SOLDOTNA**

**JOINT RESOLUTION NO. 2021-002**

**A JOINT RESOLUTION OF THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH AND COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI, SELDOVIA, SEWARD AND SOLDOTNA RESPECTIVELY, SUPPORTING A REQUEST FOR FEDERAL AID SUBMITTED BY THE KENAI PENINSULA BOROUGH TO ALASKA'S U.S. CONGRESSIONAL DELEGATION FOR THE PURPOSE OF SPRUCE BARK BEETLE MITIGATION**

**WHEREAS,** Southcentral Alaska is experiencing a forest crisis in the form of a resurgence of the 1990s spruce beetle outbreak where over one million acres were impacted on the Kenai Peninsula before the infestation was addressed; and

**WHEREAS,** an aerial detection survey conducted in 2019 mapped 150,000 acres of spruce beetle damages revealing the initial beetle outbreak that the Kenai Peninsula is currently experiencing; and

**WHEREAS,** the outbreak spread is visibly apparent and impacts all lands, whether private or public; and

**WHEREAS,** the Borough has submitted a request for federal aid in the amount of \$35 million to Alaska's U.S. Congressional Delegation for spruce bark beetle mitigation; and

**WHEREAS,** the Borough, the Cities, and all residents and landowners within the Kenai Peninsula Borough share a common goal to mitigate the devastating impacts of this resurgent spruce bark beetle outbreak and find that it serves public interest to work together toward completing hazard mitigation projects across all lands; and

**WHEREAS,** federal assistance in addressing this critical forest crisis is necessary to mitigate the hazardous impacts on private and public property in the Kenai Peninsula Borough;

**NOW, THEREFORE, BE IT RESOLVED BY THE KENAI PENINSULA BOROUGH ASSEMBLY AND THE COUNCILS OF THE CITY OF HOMER, KACHEMAK CITY, CITY OF KENAI, CITY OF SELDOVIA, CITY OF SEWARD AND CITY OF SOLDOTNA:**

**SECTION 1.** That the borough administration and administrations for the Cities of Homer, Kenai, Seldovia, Seward, and Soldotna, respectively, support the request submitted by the Kenai Peninsula Borough for the purpose of spruce bark beetle mitigation in the amount of \$35,000,000.00 and the respective administrations are authorized to execute letters of support or other necessary documentation in



support of the borough's request for federal assistance to address the spruce bark beetle forest crisis.

**SECTION 2.** That this resolution takes effect immediately upon adoption of the Kenai Peninsula Borough Assembly and the City Councils of the City of Homer, Kachemak City, City of Kenai, City of Seldovia, City of Seward and the City of Soldotna.

---

**APPROVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

---

**APPROVED BY THE COUNCIL OF THE CITY OF HOMER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Ken Castner, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Jacobsen, MMC, City Clerk

---

**APPROVED BY THE COUNCIL OF KACHEMAK CITY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
William Overway, Mayor

ATTEST:

\_\_\_\_\_  
Erica Fitzpatrick, City Clerk

---

**APPROVED BY THE COUNCIL OF THE CITY OF KENAI THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Brian Gabriel Sr., Mayor

ATTEST:

\_\_\_\_\_  
Jamie Heinz, MMC, City Clerk

**APPROVED BY THE COUNCIL OF THE CITY OF SELDOVIA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Jeremiah Campbell, Mayor

ATTEST:

\_\_\_\_\_  
Heidi Geagel, City Clerk

**APPROVED BY THE COUNCIL OF THE CITY OF SEWARD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Christy Terry, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Ballou, MMC, City Clerk

**APPROVED BY THE COUNCIL OF THE CITY OF SOLDOTNA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Paul Whitney, Mayor

ATTEST:

\_\_\_\_\_  
Michelle M. Saner, MMC, City Clerk

Introduced by: Mayor  
Date: 08/17/21  
Hearing: 09/07/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-19-10**

**AN ORDINANCE ACCEPTING AND APPROPRIATING AN ADDITIONAL \$18,000 FROM THE STATE OF ALASKA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR INCIDENT MANAGEMENT TRAINING**

**WHEREAS**, the State of Alaska Department of Military and Veterans Affairs, Division of Homeland Security & Emergency Management (DHS&EM) provides funds to enhance the capability of local governments to prevent, deter, respond to and recover from all-hazard incidents and to enhance regional preparedness efforts; and

**WHEREAS**, the DHS&EM State Homeland Security Program is a federal grant pass through program with the Federal Emergency Management Agency which provides funding for planning, equipment, training and exercises; and

**WHEREAS**, DHS&EM approved the borough's request for funding to provide incident management training through an amendment increase of \$18,000 totaling \$82,794 under the 2019 State Homeland Security Grant Program award; and

**WHEREAS**, it is in the best interest of the borough to accept the grant funds;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the mayor is authorized to accept \$18,000 from the State of Alaska Department of Military and Veteran Affairs, Division of Homeland Security and Emergency Management and to execute a grant agreement and any other documents deemed necessary to accept and to expend the grant funds and to fulfill the intents and purposes of this ordinance.

**SECTION 2.** That grant funds in the amount of \$18,000 are appropriated to the account 271.94910.20HSP.49999.

**SECTION 3.** This ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \*, 2021.**

\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:

\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Community & Fiscal Projects

---

## MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Mayor *CP*  
Brandi Harbaugh, Finance Director *BH*

**FROM:** Brenda Ahlberg, Community & Fiscal Projects Manager *BA*

**DATE:** August 5, 2021

**RE:** Ordinance 2021-19-10, Accepting and Appropriating an Additional \$18,000 from the State of Alaska Department of Military and Veteran Affairs, Division of Homeland Security and Emergency Management for Incident Management Training (Mayor) (Hearing on 09/07/21)

---

The Alaska Division of Homeland Security and Emergency Management (DHS&EM) approved an amendment increase to the 2019 State Homeland Security Program (SHSP) award in the amount of \$18,000. The amendment increase will provide Incident Management training to be completed before December 31, 2021.

Brenda Ahlberg, Acting Emergency Manager, will assist project managers to ensure completed reporting requirements. The grant performance period ends December 31, 2021.

Attachment: 20SHSP-GY19.A03 Amendment Increase Letter 07/28/21.

<b>FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED</b>	
<b>Account:</b>	<u>271.94910.20HSP.49999</u>
<b>Amount:</b>	\$ <u>    N/A    </u>
By: <u>    <i>PP</i>    </u>	Date: <u>8/4/2021</u>



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Military and  
Veterans Affairs**

Division of Homeland Security and  
Emergency Management

P.O. Box 5750  
JBER, AK 99505-0750  
Main: 907.428.7000  
Fax: 907.428.7009  
ready.alaska.gov

July 28, 2021

The Honorable Charlie Pierce, Mayor  
Kenai Peninsula Borough  
144 N. Binkley Street  
Soldotna, AK 99669

RE: 2019 State Homeland Security Grant, EMW-2019-SS-00031-S01  
State Program No.: 20SHSP-GY19  
Amendment 3, Effective July 15, 2021

Mayor Pierce:

Enclosed is the Award Amendment for the Kenai Peninsula Borough's 2019 State Homeland Security Grant. This amendment allocates \$18,000.00 to the Training Category for a new grant award total of \$82,794.00. This amendment also extends the performance period to December 31, 2021 and the Final report to February 15, 2022. All previous Grant Terms and Conditions, Grant Requirements, and Assurances and Agreements still apply.

A pre-signed Obligating Award Document (OAD) is attached. Please print the document, sign the OAD and send a scanned copy to [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov) within 30 days of subrecipient receipt. Keep the hard copy for your records.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier at (907) 428-7026 or by email at [tiffany.peltier@alaska.gov](mailto:tiffany.peltier@alaska.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "William A. Dennis".

William A. Dennis  
Administrative Operations Manager

Enclosure(s): Obligating Award Document  
Project Budget Details Report

cc: Dan Nelson, Jurisdiction Project Manager  
Brandi Harbaugh, Jurisdiction Chief Financial Officer

Introduced by: Mayor  
Date: 08/17/21  
Hearing: 09/07/21  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-33**

**AN ORDINANCE AUTHORIZING THE ASSESSOR TO ACCEPT ONE LATE-FILED  
FARM USE DEFERMENT APPLICATION FOR 2021 AND PROVIDING AN  
EXCEPTION TO KPB 5.12.040(B)**

**WHEREAS,** AS 29.45.060(a) provides farm use land included in a farm unit not dedicated or being used for nonfarm purposes shall be assessed on the basis of full and true value for farm use and not be assessed as if subdivided or used for some other nonfarm purpose; and

**WHEREAS,** the farm use deferment is a tax deferment not a tax exemption; and

**WHEREAS,** if the land is sold, leased or otherwise disposed of for uses incompatible with farm use or converted to a use incompatible with farm use by the owner, the owner is liable to pay an amount equal to the additional tax at the current mil levy together with eight percent interest for the preceding seven years; and

**WHEREAS,** per AS 29.45.060(d) the state shall, subject to legislative appropriation, reimburse a borough or city, as appropriate, for the loss of property tax revenues due to the statutory farm use value deferment, however the state has failed to appropriate funds for this purpose;

**WHEREAS,** the application, filed by property owner Mairiis Kilcher, was not filed on or before May 15 as required and this ordinance seeks assembly approval to accept the late-filed application and find that a good cause basis existed that resulted in the applicant's failure to apply timely for the farm use deferment; and

**WHEREAS,** this ordinance further seeks to authorize an exception to KPB 5.12.040(B) to allow the assessor to make a change to the assessment roll after June 1 due to a tax deferment valuation change should the assessor otherwise find that the application meets the farm use deferment requirements;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI  
PENINSULA BOROUGH:**

**SECTION 1.** Upon reviewing the farm use deferment application, the assembly hereby waives the May 15 deadline for filing an application for the 2021 farm use deferment based upon a finding that the applicant was unable to comply with that deadline due to a serious condition or extraordinary event beyond their control.

**SECTION 2.** That the assessor shall process the application in accordance with standard assessing department procedures for processing such applications.

**SECTION 3.** Notwithstanding KPB 5.12.040(B), in the event the assessor finds that the late-filed farm use deferment application should be otherwise approved, the assessor is hereby authorized to make a change to the assessment roll after June 1, 2021 to reflect the farm use value.

**SECTION 4.** That this ordinance shall take effect immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:




# Kenai Peninsula Borough

## Assessing Department

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Charlie Pierce, Kenai Peninsula Borough Mayor 

**FROM:** Adeena Wilcox, Director of Assessing *aw*

**DATE:** August 5, 2021

**RE:** Ordinance 2021-33, Authorizing the Assessor to Accept One Late Filed Farm Use Deferment Application for 2021 and Providing an Exception to KPB 5.12.040(B) (Mayor) (Hearing on 09/07/21)

---

One farm deferment applicant, Mairiis Kilcher Living Trust through trustee Mairiis Kilcher, has requested the assembly allow the assessor to accept a late-filed Farm Use Deferment Application received after May 15, 2021 for three parcels totaling approximately 83.9 acres (KPB Parcel ID #: 174-060-040, 185-212-48 & 185-210-07). Pursuant to AS 29.45.060(a) farm use land included in a farm unit not dedicated or being used for nonfarm purposes shall be assessed on the basis of full and true value for farm use and not be assessed as if subdivided or used for some other nonfarm purpose.

Per AS 29.45.060(d) the state, subject to legislative appropriation, shall reimburse a borough or city, as appropriate, for the loss of property tax revenues due to the statutory farm use value deferment. However, the state has failed to appropriate funds for this purpose therefore reimbursement from the state is unlikely at this time.

The applicant provides that the reason for missing the application filing deadline was due to a death in the family and that she has been using the property exclusively for farm purposes for 40 years. This ordinance seeks assembly approval to accept the late-filed application of Mairiis Kilcher Living Trust.

This ordinance also seeks approval for the assessor to adjust the assessment roll to make changes in the valuation or taxable status of property on the roll after June 1, 2021, pursuant to KPB 5.12.040(B).

Your consideration of this ordinance is appreciated.



# Assessing Department

144 N. Binklev Street, Soldotna, Alaska 99669 • (907) 714-2230 • (907) 714-2393 Fax

Charlie Pierce  
Borough Mayor

## ORDINANCE SPONSORSHIP FOR LATE FILED EXEMPTION APPLICATION RECEIVED BETWEEN JUNE 1 – DECEMBER 31

NAME: Mairiis Kilcher DATE: 7/23/2021

REQUEST: Ordinance to accept late-filed exemption application/verification

Farm Deferment

Date received: 7/22/2021 Date Due: 5/15/2021

Reason for late application verification: death in the family

185-210-07

Assessing opinion if late-file reason meets "good cause" criteria?  Yes  No

Is application verification eligible for approval?  Yes  No

Recommended by Adeena Wilcox, Director  Yes  No

I will sponsor an ordinance to the Kenai Peninsula Borough Assembly

APPROVED  DISAPPROVED

July 23, 2021  
DATE

[Signature]  
Charlie Pierce, Borough Mayor

## Farm Deferral Calculator

Name: Mairiis Kilcher

**Multiple**

### Schedule F

Line E	Yes
Line 1C	\$0.00
Line 2	\$5,399.00
Sum	\$5,399.00

### 1040 Form

Line 9	\$5,031.00
Schedule F	
Line 34	(\$6,638.00)
Total	\$10,430.00

% of Income **51.76%**

Status **Approved**

July 20, 2021

Kenai Peninsula Borough  
Finance Department  
Soldotna , Ak.

RECEIVED

JUL 22 2021

KPB ASSESSING DEP

To whom it may concern

I am submitting this belated Agricultural deferment application form with hopes that the borough might choose to give me a waiver for late submission. This spring (April) I had a death in the family [REDACTED] and this event has set me back considerably in my ability to take care of my farm, my business, and my personal life.

While I understand that this is a state statute and there are usually no exceptions made, I have been a consistent practicing farmer for over 40 years, have always filed on time and have paid my fair share of taxes every year. I was certain that I had filed by May 15 deadline and was shocked to discover I had not sent the forms in! It would help me out a lot financially to not have to pay the full taxes this year.

Please consider my request to allow me the ag deferment even though its late. I hope to continue farming on one of the last remaining parcels of farmland left in Homer for as long as I possibly can.

Thank you

Mossy Kilcher,  
Seaside Farm  
40904 Seaside Farm Rd.  
Homer, Alaska 99603

Mairiis Kilcher  
Seaside Farm  
P.O.Box 1547,  
Homer Ak 99603

To:  
Kenai Peninsula Borough  
Assessing Dept.  
Soldotna, Alaska

To Whom It May Concern:

Here is a summary of my farm produce sales in 2020

Due to pandemic I was unable to earn a lot of money on farm products, beef, hay berries, etc. and also again this year I anticipate less farm income (reduced berry and beef and hay production and shortage of labor)

Total beef, \$1500 \$ r ◆ apples % \$3199  
Hay ^ \$ 700

^! . \$\$5399

Si!◆4ely,

Mossy (NT )QU \*◆  
E◆◆@◆

**2021 FARM USE ASSESSMENT APPLICATION - AS 29.45.060 - KPB**



**RECEIVED**  
 JUL 22 2021  
 KPB ASSESSING DEPT

Applications must be received or postmarked by May 15th of the assessment year.	
Property ID (PIN): <b>185-210-07</b>	Service Area: <b>81 - KACHEMAK EMERGENCY SERVICES</b>
Legal Description: <b>T 4S R 11W SEC 36 Seward Meridian HM 0003002 US SURVEY 3002</b>	
<b>Owner of Record</b>	<b>Lessee (if Applicable):</b>
KILCHER MAIRIS LIVING TRUST PO BOX 1547 HOMER AK 99603-1547	Name: _____ Mailing Address: _____ City, State, Zip: _____
Telephone No. <b>907 235 7850</b>	Telephone No.: _____
Applicant is: Owner of Record <input checked="" type="checkbox"/> Lessee _____ (copy of lease attached)	Ownership Verified (Assessor or Clerk): _____
Describe the Farm Use of the Property (Dairy, Farm, Corn, Row Crops, etc): <b>HAY, GRAZING (33.5 AC)</b>	Total Acreage: <b>50</b>
I hereby make application for Farm Use Assessment on the above described property for assessment year 2021. I also state that I am engaged in farming the above described parcel of land for profit and that my previous year's gross income from this land was _____% of my yearly adjusted gross income. I hereby submit information to document this income per 3 AAC 138.020 & 3 AAC 138.060. I have read the requirements for the application and understand that a willful misstatement is subject to punishment by fine or imprisonment under AS 11.56.210.	
Owner Signature: <u>Mairis Kilder</u>	Lessee Signature: _____
Gross Income from livestock raised and sold from this property in the previous year:	_____
Gross Income from crops grown and sold from this property in the previous year:	_____
Gross Income from dairy products produced and sold from this property in the previous year:	_____
<b>INCOME VERIFICATION</b>	
<input checked="" type="checkbox"/> Last Year's Income	<input type="checkbox"/> Past Three Years (in the event of a crop failure by an act of God the previous year)
<input type="checkbox"/> Estimated income this year. Notarized statement will be filed with the local assessor prior to February 1, next year. (No history of farm related income).	
<input type="checkbox"/> Income verification documents submitted to local assessor	
Income Documentation (Must include one of the following tax returns):	
<input type="checkbox"/> Form 1040 & Schedule F <input type="checkbox"/> Form 1040NR & Schedule F <input type="checkbox"/> Form 1041 & Schedule F <input type="checkbox"/> Form 1065 & Schedule F <input type="checkbox"/> Form 1120 & 1120S (Corporations & Sub-Chapter S Corporations)	
I the undersigned, hereby certify that I have read this application and the answers given are true and correct to the best of my knowledge. I understand that a willful misstatement is subject to punishment by fine or imprisonment under AS 11.56.210. In the event that the land is converted to a use incompatible with farm use, the owner shall be liable for the amount of tax deferred plus interest for the preceding seven years in accordance with AS 29.45.060(a). (Statutory citation on reverse side of form.)	
Signature of Owner: <u>Mairis Kilder</u>	Date: <u>7-21-21</u>
I, the undersigned, hereby certify that I have read this application and the answers given are true and correct to the best of my knowledge. I understand that willful misstatement is subject to punishment by fine or imprisonment under AS 11.56.210.	
Signature of Lessee: _____	Date: _____

<http://intranet.borough.kenai.ak.us/Assessing/Reports/Annual Renewal Letters/Annual - Farm Deferment Application PIN List.pdf>

# 2021 FARM USE ASSESSMENT APPLICATION - AS 29.45.060 - KPB



RECEIVED  
JUL 22 2021  
ASSESSING DEPT

Applications must be received or postmarked by May 15th of the assessment year.

Property ID (PIN): **185-212-48** Service Area: **81 - KACHEMAK EMERGENCY SERVICES**

Legal Description: **T 4S R 10W & 11W SEC 31 & 36 Seward Meridian, HM 2002043 KACHEMAK SELO LOT 48**

<b>Owner of Record</b>	<b>Lessee (If Applicable):</b>
KILCHER MAIRIS LIVING TRUST PO BOX 1547 HOMER AK 99603-1547	Name: _____ Mailing Address: _____ City, State, Zip: _____
Telephone No. <b>907-235-7850</b>	Telephone No. _____
Applicant is: Owner of Record <input checked="" type="checkbox"/> Lessee _____ (copy of lease attached)	Ownership Verified (Assessor or Clerk): _____
Describe the Farm Use of the Property (Dairy Farm, Corn, Row Crops, etc.): <b>HAY 11.4</b>	Total Acreage: <b>11.9</b>

I hereby make application for Farm Use Assessment on the above described property for assessment year 2021. I also state that I am engaged in farming the above described parcel of land for profit and that my previous year's gross income from this land was \_\_\_\_\_% of my yearly adjusted gross income. I hereby submit information to document this income per 3 AAC 138.020 & 3 AAC 138.060. I have read the requirements for the application and understand that a willful misstatement is subject to punishment by fine or imprisonment under AS 11.56.210.

Owner Signature: Mairis Kilcher Lessee Signature: \_\_\_\_\_

Gross Income from livestock raised and sold from this property in the previous year:	
Gross Income from crops grown and sold from this property in the previous year:	
Gross Income from dairy products produced and sold from this property in the previous year:	

**INCOME VERIFICATION**

<input checked="" type="checkbox"/> Last Year's Income	<input type="checkbox"/> Past Three Years (in the event of a crop failure by an act of God the previous year)	<input type="checkbox"/> Estimated income this year. Notarized statement will be filed with the local assessor prior to February 1, next year. (No history of farm related income).
--	---	---

\_\_\_\_ Income verification documents submitted to local assessor

Income Documentation (Must include one of the following tax returns):

\_\_\_\_ Form 1040 & Schedule F    \_\_\_\_ Form 1040NR & Schedule F    \_\_\_\_ Form 1041 & Schedule F    \_\_\_\_ Form 1065 & Schedule F

\_\_\_\_ Form 1120 & 1120S (Corporations & Sub-Chapter S Corporations)

I the undersigned, hereby certify that I have read this application and the answers given are true and correct to the best of my knowledge. I understand that a willful misstatement is subject to punishment by fine or imprisonment under AS 11.56.210. In the event that the land is converted to a use incompatible with farm use, the owner shall be liable for the amount of tax deferred plus interest for the preceding seven years in accordance with AS 29.45.060(a). (Statutory citation on reverse side of form.)

Signature of Owner: Mairis Kilcher Date: 7-21-21

I, the undersigned, hereby certify that I have read this application and the answers given are true and correct to the best of my knowledge. I understand that willful misstatement is subject to punishment by fine or imprisonment under AS 11.56.210.

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

**2021 FARM USE ASSESSMENT APPLICATION - AS 29.45.060 - KPB**



RECEIVED  
JUL 22 2021  
ASSESSING DEP

Applications must be received or postmarked by May 15th of the assessment year.	
Property ID (PIN): <b>174-060-40</b>	Service Area: <b>80 - KACHEMAK</b>
Legal Description: <b>T 6S R 13W SEC 12 Seward Meridian HM GOVT LOT 2 EXCLUDING THAT PARCEL AS PER DEED 56 @ 106 &amp; DEED 85 @ 847</b>	
<b>Owner of Record</b>	<b>Lessee (if Applicable):</b>
 MAIRIS KILCHER LIVING TRUST & CORNELIUS PO BOX 1547 HOMER AK 99603-1547	Name: _____
	Mailing Address: _____
Telephone No. <b>907-235-7850</b> / <b>907-399-7540</b>	Telephone No. _____
Applicant is: <input checked="" type="checkbox"/> Owner of Record <input type="checkbox"/> Lessee _____ (copy of lease attached)	Ownership Verified (Assessor or Clerk): _____
Describe the Farm Use of the Property (Dairy Farm, Com. Row Crops, etc): <b>Raspberry 1.5 ac Pasture 6 ac</b> <b>Hayfields 10 ac</b>	Total Acreage: <b>22</b>
I hereby make application for Farm Use Assessment on the above described property for assessment year 2021. I also state that I am engaged in farming the above described parcel of land for profit and that my previous year's gross income from this land was _____% of my yearly adjusted gross income. I hereby submit information to document this income per 3 AAC 138.020 & 3 AAC 138.060. I have read the requirements for the application and understand that a willful misstatement is subject to punishment by fine or imprisonment under AS 11.56.210.	
Owner Signature: <u>Mairis Kilcher</u>	Lessee Signature: _____
Gross Income from livestock raised and sold from this property in the previous year:	_____
Gross Income from crops grown and sold from this property in the previous year:	_____
Gross Income from dairy products produced and sold from this property in the previous year:	_____
<b>INCOME VERIFICATION</b>	
<input type="checkbox"/> Last Year's Income.	<input type="checkbox"/> Past Three Years (in the event of a crop failure by an act of God the previous year)
<input type="checkbox"/> Estimated income this year. Notarized statement will be filed with the local assessor prior to February 1, next year. (No history of farm related income).	
<input type="checkbox"/> Income verification documents submitted to local assessor	
Income Documentation (Must include one of the following tax returns):	
<input type="checkbox"/> Form 1040 & Schedule F <input type="checkbox"/> Form 1040NR & Schedule F <input type="checkbox"/> Form 1041 & Schedule F <input type="checkbox"/> Form 1065 & Schedule F	
<input type="checkbox"/> Form 1120 & 1120S (Corporations & Sub-Chapter S Corporations)	
I, the undersigned, hereby certify that I have read this application and the answers given are true and correct to the best of my knowledge. I understand that a willful misstatement is subject to punishment by fine or imprisonment under AS 11.56.210. In the event that the land is converted to a use incompatible with farm use, the owner shall be liable for the amount of tax deferred plus interest for the preceding seven years in accordance with AS 29.45.060(a). (Statutory citation on reverse side of form.)	
Signature of Owner: <u>Mairis Kilcher</u>	Date: <u>7-21-21</u>
I, the undersigned, hereby certify that I have read this application and the answers given are true and correct to the best of my knowledge. I understand that willful misstatement is subject to punishment by fine or imprisonment under AS 11.56.210.	
Signature of Lessee: _____	Date: _____





THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

June 30, 2021

Kenai Peninsula Borough

Attention: Borough Clerk

Via Email: [MBerg@kpb.us](mailto:MBerg@kpb.us) ; [MJenkins@kpb.us](mailto:MJenkins@kpb.us) ; [SNess@kpb.us](mailto:SNess@kpb.us) ; [BTaylor@kpb.us](mailto:BTaylor@kpb.us) ; [TShassetz@kpb.us](mailto:TShassetz@kpb.us) ;  
[JBlankenship@kpb.us](mailto:JBlankenship@kpb.us)

<b>License Type:</b>	Golf Course- Seasonal	<b>License Number:</b>	5976
<b>Licensee:</b>	S3		
<b>Doing Business As:</b>	Bird Homestead Golf Course		
<b>Premises Address:</b>	37109 Funny River Road		

- New Application**
 **Transfer of Ownership Application**  
 **Transfer of Location Application**
 **Transfer of Controlling Interest Application**

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

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

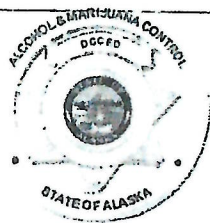
AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Interim Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

Attached: AB-00, AB-02



Alcohol and Marijuana Control Office  
 550-W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

## Alaska Alcoholic Beverage Control Board

# Form AB-00: New License Application

### What is this form?

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

### Section 1 - Establishment and Contact Information

Enter information for the business seeking to be licensed.

Licensee:	S3			
License Type:	Golf course Seasonal	Statutory Reference:	AS, 04.11.115	
Doing Business As:	Bird Homestead Golf Course			
Premises Address:	37109 Funny River Road			
City:	Soldotna	State:	AK	ZIP: 99669
Local Governing Body:	Kenai Peninsula Bourough			
Community Council:	€			

Mailing Address:	37001 Fore Circle			
City:	Soldotna	State:	AK	ZIP: 99669

Designated Licensee:	Kelsey Slough			
Contact Phone:	(907) 394-7650	Business Phone:	(907) 260-4653	
Contact Email:	kslough12@gmail.com			

Seasonal License?    Yes     No     If "Yes", write your six-month operating period: 4/15/2021-10/15/2021

OFFICE USE ONLY				
Complete Date:	6-30-2021	License Years:	21-22	License #: 5976
Board Meeting Date:	8-17-2021	Transaction #:	100059275	
Issue Date:		BRE:	KRS	



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

# Form AB-00: New License Application

## Section 2 – Premises Information

Premises to be licensed is:

- an existing facility     
  a new building     
  a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

## Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4.

If more space is needed, please attach a separate sheet with the required information.

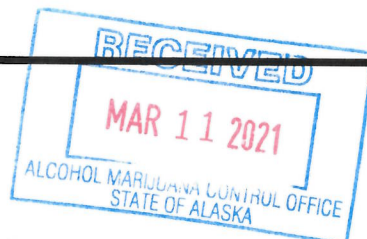
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an:  applicant       affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an:  applicant       affiliate

Name:					
Address:					
City:		State:		ZIP:	





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

**Section 4 – Entity Ownership Information**

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

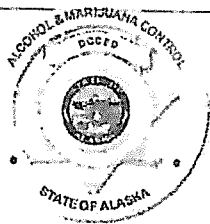
- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Kelsey Slough			
Title(s):	Partner	Phone:	(907) 394-7650	% Owned: 55%
Address:	4154 Mclean Place			
City:	Anchorage	State:	Alaska	ZIP: 99504

Entity Official:	Zachary Sisson			
Title(s):	Partner	Phone:	(907) 602-0606	% Owned: 25%
Address:	300 E. Dimond Blvd Suite 100			
City:	Anchorage	State:	Alaska	ZIP: 99515

Entity Official:	Robert Smith Jr			
Title(s):	Partner	Phone:	(907) 310-0405	% Owned: 20%
Address:	300 E. Dimond Blvd Suite 100			
City:	Anchorage	State:	Alaska	ZIP: 99515

Entity Official:				
Title(s):		Phone:		% Owned:
Address:				
City:		State:		ZIP:



Alcohol and Marijuana Control Office

550-W-7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

**Alaska Alcoholic Beverage Control Board**

**Form AB-00: New License Application**

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:		AK Formed Date:		Home State:	
Registered Agent:			Agent's Phone:		
Agent's Mailing Address:					
City:		State:		ZIP:	

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

**Section 5 – Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

[Empty text box for disclosure]

**Section 6 – Authorization**

Communication with AMCO staff:

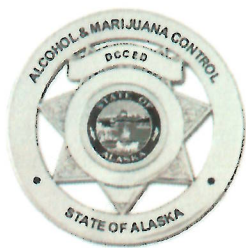
Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

[Empty text box for authorization]

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350



# Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

## Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement: Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application. ms

I certify that all proposed licensees have been listed with the Division of Corporations. ms

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued. ms

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465. ms

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application. ms

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

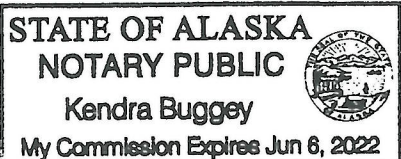
  
\_\_\_\_\_  
Signature of licensee

**Kelsey Slough**  
\_\_\_\_\_  
Printed name of licensee

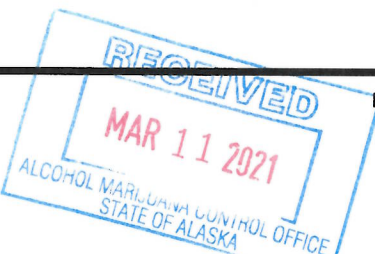
  
\_\_\_\_\_  
Signature of Notary Public

Notary Public in and for the State of Alaska

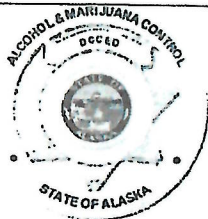
My commission expires: 06/06/2022



Subscribed and sworn to before me this 11<sup>th</sup> day of March, 2021.



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
alcohol.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350



## Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

### What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	S3	License Number:	597.6
License Type:	Golf Course Seasonal		
Doing Business As:	Bird Homestead Golf course		
Premises Address:	37109 Funny River Road		
City:	Soldotna	State:	AK
		ZIP:	99669



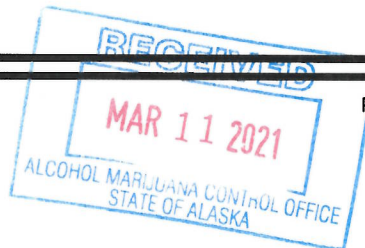
Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

## Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

### Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

Please see other diagram



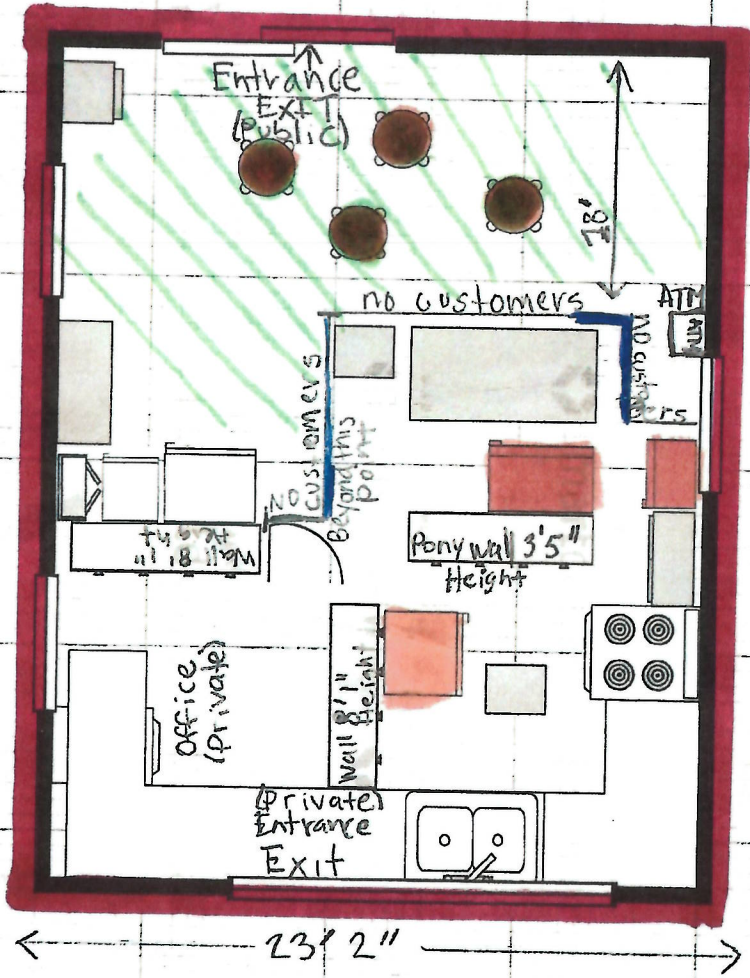




Old Farm Rd.



Funny River Rd.



Orange Squares = Storage areas  
 Brown Circles = tables  
 Green / including tables = consumer area  
 Purple line = bar service area



Funny River Road

Old funny river rd

9 hole golf course  
Total yardage 3221

Funny River Road



300 m | Camera: 1.5

ALCOHOL MARKET CONTROL OFFICE  
STATE OF ALASKA  
RECEIVED  
MAR 11 2021



**EMIER**  
S. MEDICINE  
DR. DC. DASSER  
www.emierpc.com  
907-262-9901  
As a professional service to be better for our

**BRING BROWNS**  
www.bringbrowns.com  
907-262-8597  
To clients on the Kenai Peninsula  
Providing quality medical care

**Funny River Road**

USGA Rules will govern all play.

- Men play white tees for front 9 and blue tees for back 9.
- Women play white tees for front 9 and yellow tees for back 9.
- White stakes are out of bounds (Please honor private property). • Red stakes are lateral hazard.
- 2 club length out of bounds (Please honor private property). • Red stakes are lateral hazard.
- 2 club length out of bounds (Please honor private property). • Red stakes are lateral hazard.
- Carts are to remain on fairway do not drive in rough, stay 30 feet from greens and shrubs.
- Remember this course is still under construction. • Please repair divots and ball marks.

36185 Kenai Spur Hwy, Soldotna, AK 99669  
**(907) 262-4670**

Designed and Produced by: ©2013 Burt & Cath Company, P.O. Box 6163, Prineas, AK 99576  
800.824.3311 • www.bringbrowns.com • Printed in the USA. All rights reserved. 10/17/21

**Bird Homestead Golf course****Outdoor/indoor security plan**

1. All minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed
2. All new patrons are carded upon ordering alcohol
3. All staff is trained in the identification of fake ID's
4. Split rail 6ft fencing is around outdoor servicing area
5. Underage persons will be monitored closely by our professionally trained alcohol servers
6. Proper egress from the outdoor service area will remain unobstructed
7. ABC mandated posters as required by law are posted inside Bird Homestead Golf Course and at all entrances of the outdoor seating area
8. All entrances and exits will provide clear notice that NO ALCOHOL IS ALLOWED BEYOND THIS POINT
9. Keeping outdoor seating area viable without any increased risk to minors exposed to alcohol WILL continue to be part of our training for our staff
10. All safety related operations for our current liquor service will additionally be enforced in the new service area
11. Proper signage at points of entry indicating no minor without a parent or legal guardian will be posted.
12. All servers will closely monitor that only guests that have been carded will have alcoholic beverages
13. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages
14. Servers will be present in the outdoor area to monitor consumption
15. Alcohol brought into course must be delivered by a licensee or employee of the licensee.

Kenai Peninsula Borough  
Assembly

---

**MEMORANDUM**

**TO:** Brent Hibbert, Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Johni Blankenship, Borough Clerk (JB)

**FROM:** Tatyana Shassetz, Borough Clerk Administrative Assistant (AS)

**DATE:** August 5, 2021

**RE:** New Liquor License for Golf Course, Seasonal – Bird Homestead  
Golf Course – License 5976

---

Kenai Peninsula Borough Code § 7.10.010 provides for mandatory Assembly review of all applications for new liquor licenses located within the Borough. Accordingly, the attached application filed by S3 dba Bird Homestead Golf Course located in the Kenai Peninsula Borough, Alaska, is being submitted to you for review and action.

The Borough Finance Department has reviewed the application and has no objection to the new license based on unpaid taxes. The Planning Department has reviewed the application for proximity to churches and/or schools and has no objection to the new license based on location.

---

**RECOMMENDATION:** That the Assembly approve the issuance of the New Liquor License – Golf Course, Seasonal, requested by S3 dba Bird Homestead Golf Course.

cc: S3

**MEMORANDUM**

**TO:** Johni Blankenship, Borough Clerk  
**THRU:** Melanie Aeschliman, Planning Director  
**FROM:** Bryan Taylor, Planner  
**DATE:** August 5, 2021  
**RE:** Bird Homestead Golf Course Liquor License Application

---

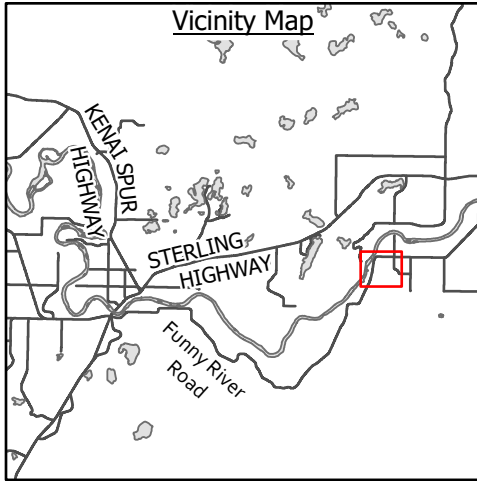
As requested, the Planning Department reviewed the premise location for Bird Homestead Golf Course to determine if churches or schools are within 500 feet (KPB 7.10.020).

A 500-foot radius search was done for Kenai Peninsula Parcel 066-011-62, 37001 Fore Circle, Funny River.

Kenai Peninsula Borough records show no schools or churches within the 500-foot buffer.

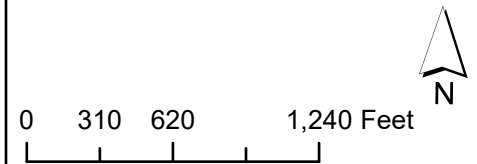
# Kenai Peninsula Borough Review of State Application for Liquor License

**Parcel: 066-011-62**  
**Applicant: Bird Homestead Golf Course**  
**Property Owner: Elmer and Patsy Bird**



## LEGEND

- KPB Tax Parcels
- Subject Parcel
- 500-foot Parcel Radius



The information depicted hereon is a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**MAYOR'S REPORT TO THE ASSEMBLY**

**TO:** Brent Hibbert, Assembly President  
Members, Kenai Peninsula Borough Assembly

**FROM:** Charlie Pierce, Kenai Peninsula Borough Mayor



**DATE:** August 17, 2021

---

Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award a Contract for ITB21-035 Kwechak Creek Maintenance to Andrews & Sons, LLC., Seward, AK.
- b. Human Resources / Insight Sole Source Waiver
- c. Hutler Road CIP (S7HLR) - Budget

Other

- Litigation Status Report – Quarter Ending 06/30/21



# Kenai Peninsula Borough Purchasing and Contracting Department

## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**FROM:** Andrew Walsh, Project Manager *AW*

**DATE:** July 22, 2021

**RE:** Authorization to Award a Contract for ITB21-035  
Kwechak Creek Maintenance

The Purchasing and Contracting Office formally solicited and received bids for Kwechak Creek Maintenance. Bid packets were released on June 23, 2021 and the Invitation to Bid was advertised in the Peninsula Clarion and the Seward Journal on June 23, 2021.

The project consists of the following: Furnish all labor, materials, and equipment for removing flood debris to a designed finished grade from the main channel of Kwechak creek. This will begin from the Bruno road bridge downstream until approximately 8,000 yards of material has been removed from the channel. It also includes the shaping of the adjacent embankments both stream channel left for 2600 feet, and channel right for 1400 feet to match the designed cross section slopes. Excavated material volume will be measured and verified by pre and post construction survey.

On the due date of July 14, 2021 five (5) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$39,800.00 was submitted by Andrews & Sons, LLC, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 259.21212.00000.43011 and 259.21212.20SED.43011.

*Charlie Pierce*  
\_\_\_\_\_  
Charlie Pierce, Mayor

7/26/2021  
\_\_\_\_\_  
Date

NOTES:


FINANCE DEPARTMENT FUNDS VERIFIED	
<del>Acct. No. 259.21212.00000.43011XXXXXXXXXX</del>	
<del>Amount \$39,800.00XXXXXXXXXXXXXXXXXXXX</del>	
Acct. No. <u>259.21212.20SED.43011</u>	
Amount	<del>\$39,800.00</del> <u>\$39,800.00</u>
By: <u>PP BH</u>	Date: <u>7/23/2021</u>

## KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

### BID TAB FOR: ITB21-035 Kwecheck Creek Maintenance

CONTRACTOR	LOCATION	BASE BID
Andrews & Sons LLC	Seward, AK	\$39,800.00
Metco Alaksa, LLC	Seward, AK	\$62,580.00
Rock Bottom Enterprise LLC	Soldotna, AK	\$92,628.69
Great Northern Construction & Management	Soldotna, AK	\$96,560.00
Granite Construction Company	Anchorage, AK	\$129,500.00

DUE DATE: July 14, 2021

KPB OFFICIAL:   
John Hedges, Purchasing & Contracting Director

# Kenai Peninsula Borough Human Resources Department

## MEMORANDUM

**TO:** Charlie Pierce, Borough Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**THRU:** Brandi Harbaugh, Finance Director *BH*

**FROM:** Kim Saner, Director of Human Resources *KS*

**DATE:** July 30, 2021

**RE:** Insight Sole Source Waiver

The Kenai Peninsula Borough, Human Resources department would like to request approval for payment to continue using "Insight" from NeoGov. Human Resources has been using Insight since 2012. Insight is an online recruiting tool that allows for online job postings, paperless applications, and electronic review of qualified applicants, among other things. It gives the KPB a modern approach to receiving job applications and helps to attract candidates from across the country ensuring a wider candidate pool. This product integrates with other products we are currently using including Learn and Onboard. The administrative staff is already familiar with its use saving time/money on training. Continuing use of this particular online recruitment tool is essential to maintain recruitment without stopping/interrupting recruitments. This product was budgeted for in FY22.

Approved: *CP*  
Charlie Pierce, Borough Mayor

8/2/2021  
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.:	<u>100.11230.00000.43019</u>
Amount:	<u>\$9313.58 FY22</u>
By: <i>PP</i>	Date: <u>8/2/2021</u>
NOTES: Term 07.01.2021 – 06.30.2022 \$9313.58 – FY22 Term 07.01.2022 – 06.30.2023 \$9779.26 – FY23 Term 07.01.2023 – 06.30.2021 \$10,268.23 – FY24	

Finance Notes: Funding is available for FY22. Amounts for FY23 and FY24 are contingent upon Assembly approval of FY23 and FY24 budgets.

# Kenai Peninsula Borough Purchasing & Contracting

---

## MEMORANDUM

**TO:** Charlie Pierce, Mayor

**THRU:** John Hedges, Purchasing & Contracting Director *JH*

**THRU:** Dil Uhlin, Road Service Area Director *DU*

**FROM:** Andrew Walsh, Project Manager *AW*

**DATE:** August 3, 2021

**RE:** Hutler Road CIP (S7HLR) - Budget

---

The Purchasing and Contracting Office entered into a contract with East Road Services for \$669,028.05 for the construction of Hutler Road. During construction, it has been discovered that additional funding is required to relocate the existing utilities located within the Hutler Road Right of Way. Our original estimate assumed that these conflicts would be less invasive and costly than we have now discovered. Purchasing & Contracting is providing notification that we will be transferring the following amounts to the Hutler Road account from the CIP 19 remaining funds.

Construction / Project Management:	\$25,000.00
Utility Relocate:	<u>\$55,000.00</u>
Total Transferred from CIP 19:	\$80,000.00

The Roads Service Area Board will review this memo at their August 10, 2021 Roads Board Meeting and had no comments.

*Charlie Pierce*  
\_\_\_\_\_  
Charlie Pierce, Borough Mayor

8/5/2021  
\_\_\_\_\_  
Date



## Legal Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2120 • (907) 714-2379 Fax

Charlie Pierce  
Borough Mayor

### LITIGATION STATUS REPORT

---

**TO:** Brent Hibbert, Assembly President  
Zen Kelly, President, Board of Education  
Members, Kenai Peninsula Borough Assembly  
Members, Kenai Peninsula Borough School District

**THRU:** Charlie Pierce, Mayor CP

**FROM:** Patty Burley, Acting Borough Attorney PB  
Sean Kelley, Deputy Borough Attorney SK

**DATE:** August 5, 2021

**RE:** Litigation Status Report – Quarter Ending 06/30/21

---

This report includes brief descriptions of pending non-routine court cases, as well as administrative appeals and code compliance enforcement actions set for hearing before the administrative hearing officer.

- A. Following is a summary of the non-routine litigation in which the borough and school district are involved. This list does not include the real property tax foreclosures and numerous standard tax collection cases pursued by the borough:
1. John Does 1–3 v. Kenai Peninsula Borough School District, Case No. 3KN-18-00155CI. Three former students sued the school district, the Kenai Peninsula Hockey Association and former coach Bradley Elliott for damages stemming from alleged sexual abuse of minors, alleged negligent hiring and alleged vicarious liability. Mediations were held individually with each plaintiff on March 25, 26 and 27, 2020. Doe 1 settled at mediation and has been dismissed from the lawsuit. Settlement negotiations continued and a settlement was reached with the remaining plaintiffs on July 12, 2021. The lawsuit was dismissed by stipulation with each party agreeing to bear their own costs and fees. **The court entered an order dismissing this case in its entirety, with prejudice, on July 28, 2021.**

Page -2-

August 5, 2021

Re: Litigation Status Report

---

2. Halstead v. Jeremy T. Anderson and Kenai Peninsula School District, Case No. 3KN-18-00744CI. Plaintiff has sued Mr. Anderson and the Kenai Peninsula Borough School District for damages relating to Mr. Anderson's alleged sexual abuse of her as a minor. The complaint against the school district claims it failed to protect her from Mr. Anderson and seeks damages and actual attorney fees. The KPBSD filed a motion for leave to take defendant Anderson's deposition which has been granted. Depositions of the plaintiff and Mr. Anderson are pending the court's release of documents submitted for in-camera review. Also pending before the court is a joint motion filed by plaintiff and KPBSD to continue the trial date of October 18, 2021. This continuance was requested due to a delay in the discovery process resulting from the Covid-19 pandemic
3. Kenai Peninsula Borough School District v. Fischer, Case No. 3KN-19-00185CI. This case was filed against a school district employee to recovery substantial health care costs paid by the health care plan ("Plan"). The Plan requires that employees reimburse the Plan for Plan-paid medical costs incurred for treatment of injuries caused by a third-party when the employee receives reimbursement from the at-fault party. Defendant failed to pay the amount when he was reimbursed by the third-party's insurer. Plaintiff has filed a motion for an evidentiary hearing on the issue of whether this suit was filed after the expiration of the statute of limitations. The evidentiary hearing is scheduled for August 10, 2021. The court has referred this case to mediation, which is pending at this time. Trial remains scheduled for the week of November 1, 2021.
4. Fischer v. KPBSD, Case No. 3KN-20-00495CI. This case was by Matthew Fischer on behalf of his minor child. The complaint alleges the minor sustained damages while using the pull-up bars at Skyview Middle School on November 13, 2015. Discovery is ongoing and trial is scheduled for the week of February 14, 2022.
5. Nelson v. KPB, Case No. 3AN-20-07408CI. Mark Nelson filed this case on August 26, 2020 against a laundry list of defendants including the borough. The complaint seeks quiet title to a parcel of land in Seward, Alaska. The crux of the complaint is that Mr. Nelson purchased land only to discover that the land has a number of liens for unpaid monies owed by the previous owner. Mr. Nelson wants to have those liens extinguished without having to pay for them. The borough has timely filed an answer and

Page -3-

August 5, 2021

Re: Litigation Status Report

---

affirmative defenses. Mr. Nelson was able to successfully eliminate a number of the liens that were on the property in error and was able to eliminate a few of the liens when the named defendants failed to answer. Two defendants, the Borough and the State of Alaska, Office of Child Support Enforcement, agreed to allow Mr. Nelson to dismiss the claim against them provided the liens remain in place. This means that whenever the property is sold, the liens will need to be paid off.

6. Bilben, et al. v. KPB PC, Beachcomber LLC, et al., Case No. 3KN-20-00034CI. This case involves an appeal of a planning commission conditional land use permit (CLUP) approval. The borough is currently not participating in this appeal because only private interests are at stake. Briefing has been completed and oral argument was held on March 1, 2021. The court has taken the matter under advisement and will issue a written decision in due course.
  
  7. Furie Operating Alaska, LLC. v. State of Alaska, Department of Revenue, and State Assessment Review Board, Case No. 3AN-21-06462CI. The owner of oil and gas production property appealed the State Assessment Review Board's decision upholding the tax assessment of the property performed by the State of Alaska, Department of Revenue pursuant to AS 43.56. The borough entered an appearance in this matter and has engaged Jessica Dillon a partner at the firm Dillon & Findley in Anchorage to act as lead counsel in this matter. There are no pending motions, upcoming hearings, or discovery items at this time. It is anticipated that a scheduling hearing will be set at some point in the near future.
- B. Following are open or recently resolved administrative appeals from Planning Commission decisions:
1. Case No. 2020-01 PCA. Neighboring property owners appealed a planning commission's decision approving a modification of a conditional use material site permit. The borough filed a notice of non-participation in the matter and is not a party to the appeal. This case is stayed until a decision is issued in Case No. 3KN-20-34CI, discussed above at (A)(6).

Page -4-

August 5, 2021

Re: Litigation Status Report

---

2. Case No. 2021-01 PCA. The owner/operator of a material site permit appealed the planning commission's decision denying the request to modify a conditional land use permit to allow excavation below groundwater as well as denying the Applicant's request for localized dewatering. Neighboring property owners have entered appearances in support of the planning commission decision. The borough entered an appearance for the purpose of requesting the matter be remanded to the planning commission for more definitive findings of fact and conclusions of law. The motion for remand back to the planning commission is currently pending review by the administrative hearing officer.
  
3. Case No. 2021-02 PCA. The owner of a bed and breakfast located in a local option zoning district (LOZD) appealed the planning commission's decision reversing and modifying the planning director's reconsideration decision on the owner/applicant's nonconforming use application. The matter has been forwarded to the Office of Administrative Hearings and is awaiting assignment to a judicial officer. The borough's planning department has entered an appearance in this matter.



Introduced by:	Mayor
Date:	07/06/21
Hearing:	08/03/21
Action:	Postponed to 09/07/21
Vote:	9 Yes, 0 No, 0 Absent
Date:	09/07/21
Action:	
Vote:	

**KENAI PENINSULA BOROUGH  
ORDINANCE 2021-28**

**AN ORDINANCE AUTHORIZING A LEASE TO ROBERT GIBSON, DBA ALASKA  
LAND AND CATTLE COMPANY FOR APPROXIMATELY 280 ACRES OF  
BOROUGH LAND IN THE BASARGIN ROAD AREA FOR AGRICULTURAL USE**

**WHEREAS,** Robert Gibson, dba Alaska Land and Cattle Company, applied for an agricultural use lease of borough land in the Basargin Road area; and

**WHEREAS,** the parcel is described as NW1/4 & NW1/4NE1/4 & S1/2NE1/4, Section 22, Township 4 South, Range 11 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska (Parcel No. 18521053); and

**WHEREAS,** the parcel is subject to the Basargin Road right-of-way, a haul route to the borough’s Eagle Lake Material Site, section line easements, and recreational trails; and

**WHEREAS,** the subject parcel is 280 acres +/- and is classified Agriculture and Resource Management per KPB Resolutions 2017-024 and 2020-020; and

**WHEREAS,** pursuant to KPB 17.10.100(I), assembly approval of the lease shall be by ordinance upon receipt of the planning commission’s recommendation; and

**WHEREAS,** leasing borough land for agricultural purposes with enforceable lease terms is consistent with the KPB Comprehensive Plan Agriculture Focus Area, Objective A, Strategies 1 and 2; and

**WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of July 12, 2021, recommended approval by unanimous consent;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the assembly finds that leasing this land to Robert Gibson, dba Alaska Land and Cattle Company for agricultural use is in the best interest of the public and the borough. This finding is based on the following facts:

1. The borough will receive rent for the term of the lease.
2. The land will be used for grazing and agricultural production.

**SECTION 2.** The mayor is authorized, pursuant to KPB 17.10.100(I), Negotiated Sale or Lease, to negotiate and enter into a lease of the above-described parcel to Robert Gibson, dba Alaska Land and Cattle Company, subject to all lease conditions required by this ordinance and the applicable provisions of KPB 17.10, Borough Land and Resources.

**SECTION 3.** The mayor is authorized to sign any documents necessary to effectuate this ordinance.

**SECTION 4.** That this ordinance shall become effective immediately upon its enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \* DAY OF \*, 2021.**

---

Brent Hibbert, Assembly President

ATTEST:

---

Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough

## Planning Department – Land Management Division

---

### MEMORANDUM

**TO:** Brent Hibbert, Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Charlie Pierce, Mayor *BAFC*  
Melanie Aeschliman, Planning Director *MA*

**FROM:** Marcus Mueller, Land Management Officer *mm*

**DATE:** June 24, 2021

**RE:** Ordinance 2021-28, Authorizing a Lease to Robert Gibson, dba Alaska Land and Cattle Company of Approximately 280 Acres of Borough Land in the Basargin Road Area for Agricultural Use (Mayor)

---

The borough owns approximately 280 acres of land near Basargin Road which has been classified as Agriculture and Resource Management per KPB resolutions 2017-024 and 2020-020. The land is bisected by Basargin Road, the Eagle Lake Material Site Haul Road, and by two designated trails.

Mr. Robert Gibson, DBA Alaska Land and Cattle Company, has applied for an agricultural lease of the land.

The lease rates were set by ordinance 2021-01, which are included in the borough's schedule of rates and fees.

The proposed lease is based on a farm management and development plan which is provided as an attachment to the lease. The proposed term is 20 years.

Your consideration of this ordinance is appreciated.

Kenai Peninsula Borough  
Office of the Borough Clerk

---

**MEMORANDUM**

**TO:** Brent Hibbert, Assembly President  
Kenai Peninsula Borough Assembly Members

**THRU:** Johni Blankenship, Borough Clerk (JB)

**FROM:** Michele Turner, Deputy Borough Clerk (MT)

**DATE:** June 28, 2021

**RE:** Ordinance 2021-28: Authorizing a Lease to Robert Gibson, dba Alaska Land and Cattle Company of Approximately 280 Acres of Borough Land in the Basargin Road Area for Agricultural Use (Mayor)

---

Per KPB 22.40.050(F), the borough clerk, or the clerk's designee in his or her absence, has the authority to revise pending resolutions and ordinances prior to assembly action, by filling in any blanks in the legislation stating advisory board recommendations made concerning the legislation. This serves as our memorandum to advise the assembly of same.

Conforming to the Planning Commission's actions, the final Whereas clause has been updated to read:

**"WHEREAS,** the Kenai Peninsula Borough Planning Commission at its regularly scheduled meeting of July 12, 2021, recommended approval by unanimous consent."

Thank you.

## Turner, Michele

---

**From:** Shirnberg, Ann  
**Sent:** Tuesday, July 13, 2021 2:20 PM  
**To:** Blankenship, Johni; Turner, Michele  
**Subject:** Ordinances Forwarded by PC Recommending Approval

**Importance:** High

Hi Johni,

The Planning Commission at its regularly scheduled meeting of July 12, 2021 voted unanimously (10-Yes, 0-No, 1-Absent) to forward to the Assembly a recommendation to adopt the following two ordinances.

1. Ordinance 2021-28: An ordinance authorizing a lease to Robert Gibson, DBA Alaska Land & Cattle Company for approximately 280 acres of Borough land in the Basargin Road area for agricultural use.
2. Ordinance 2021-27: An ordinance authorizing a WISP tower and ground lease agreement at certain locations with SPITwSPOTS Inc.

Thank You,

Ann Shirnberg  
Administrative Assistant  
Planning Department  
(907) 714-2215

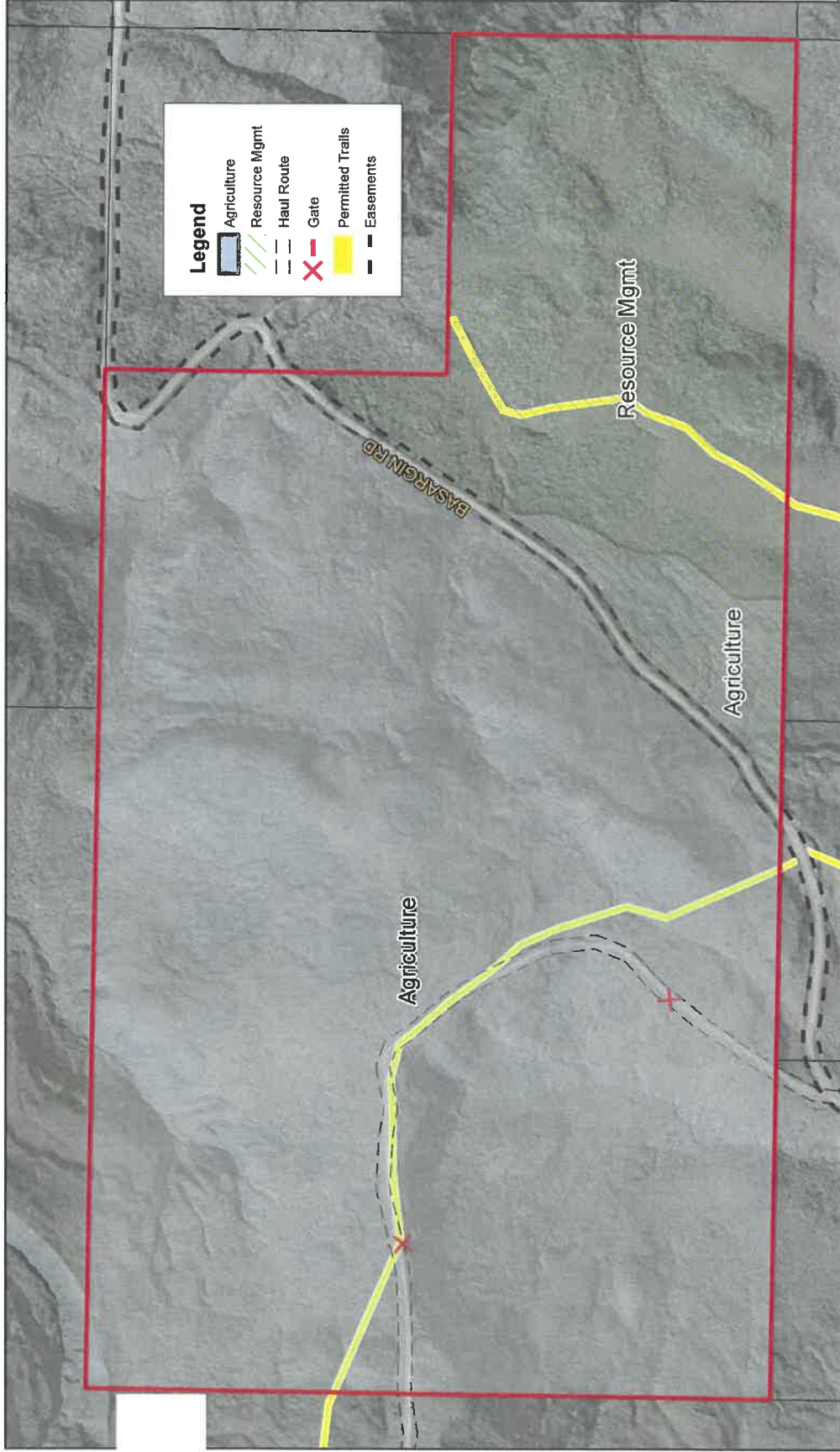
KENAI PENINSULA BOROUGH  
144 North Binkley Street  
Soldotna, Alaska 99669



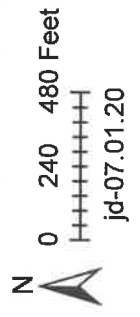
**PUBLIC RECORDS LAW DISCLOSURE:** This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to public upon request.

LMD 19-36; Agricultural Use Lease  
Alaska Land and Cattle Company

Ordinance 2020-XX



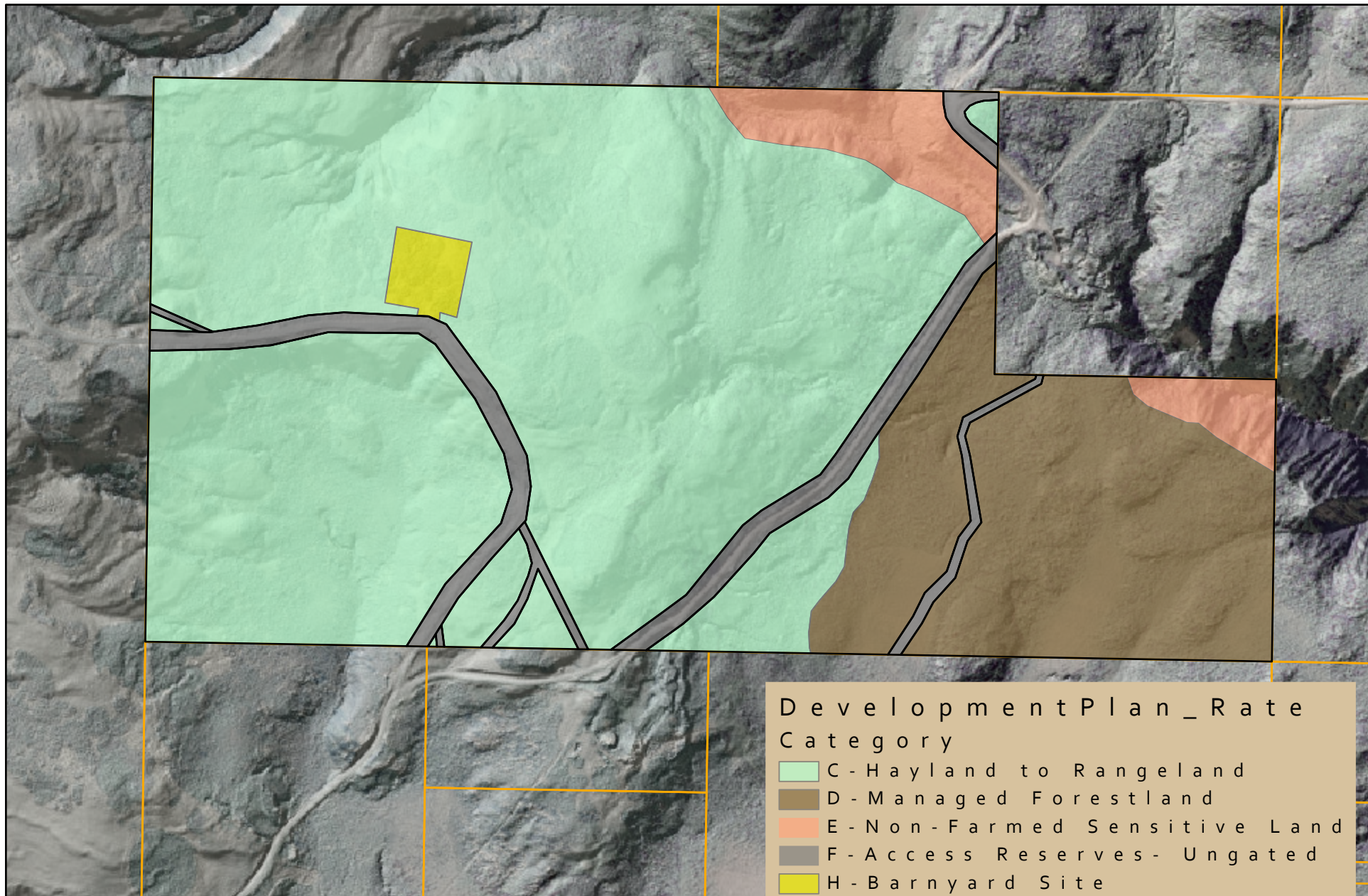
APN: 18521053 NW1/4 & NW1/4 NE1/4 & S1/2 NE1/4, Section 22,  
Township 04 South, Range 11 West, Seward Meridian,  
280 acres +/-  
Homer Recording District



# Agriculture Lease Rate Map

Township 04 South, Range 11 West

Section 22: NW1/4 & NW1/4NE1/4 & S1/2NE1/4, Seward Meridian, containing 280 +/- acres



DevelopmentPlan\_Rate  
Category

- C - Hayland to Rangeland
- D - Managed Forestland
- E - Non-Farmed Sensitive Land
- F - Access Reserves - Ungated
- H - Barnyard Site
- <all other values>
- Parcels

0 330 660 1,320 Feet



## **AGRICULTURAL LEASE**

KPBL# xx-xxxx-xx

For good and valuable consideration, and pursuant to Ordinance 2021-xx, enacted MM-DD-YYYY, this Grazing Lease (hereinafter called "LEASE"), is made and entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, whose address is 144 N. Binkley Street, Soldotna, AK 99669 (hereinafter called "LESSOR"), and Robert Gibson and Filip Martushev, DBA Alaska Land and Cattle Company, whose address is PO Box 650, Cooper Landing, AK 99572 (hereinafter called "LESSEE").

### **I. DESCRIPTION OF REAL PROPERTY**

This LEASE grants LESSEE use of the following described real property, located in the Homer Recording District, Third Judicial District, State of Alaska:

Section 22, Township T04S, Range R11W

NW1/4 & NW1/4NE1/4 & S1/2NE1/4, Section 22, T04S, R11W, Seward Meridian, containing 280 gross (273.5 net) more or less (hereinafter called "PROPERTY").

Property is subject to ADL 63711, a 60' wide public access road and utility easement recorded on December 17, 2018 in the Homer Recording District as document number 1980-00067, and commonly referred to as Basargin Road. An additional 20 feet on either side of this easement is reserved by KPB for road construction, utilities, and public transportation.

Property is further subject to the reservation of a 80' wide roadway to the Eagle Lake Material Site. Property is further subject to CTMA 2021-01, a Community Trail Management Agreement to develop, use, and maintain open to the public recreational trails, with management widths to 50-feet.

Property is further subject to the reservation of sand and gravel materials and communication sites along with the right to enter the property for the exploration, development, and use of the same in the time and manner as may be convenient to Lessor.

### **II. PURPOSE OF LEASE**

1. Authority. Pursuant to Ordinance 2021-xx and KPB 17.10.140(C), the purpose of this lease is for agricultural purposes according to the terms set forth herein including the applicable land classifications; and the use, improvements and development timetable specified in the approved Farm Management and Development Plan.



### III. TERMS AND CONDITIONS

2. Performance. The LESSOR and the LESSEE agree that this LEASE is conditioned on satisfactory performance by the LESSEE of all covenants and conditions contained in this LEASE. Failure to substantially use and develop the lease in accordance with the approved Range Management and Development Plan within the time frame specified in the plan shall constitute grounds for cancellation.
3. Lease Term. This lease is for a term of 20 years commencing September 1, 2021, and ending August 30, 2041.
4. Lease Rental.
  - a. Rental Rates: The annual lease rental rates are set according to the Kenai Peninsula Borough Schedule of Rates, Charges, and Fees pursuant to KPBL 1.26, as may be amended from time to time by resolution of the Kenai Peninsula Borough Assembly.
  - b. Agricultural Lease Areas: The lease is divided into several lease areas according to allowed use/management, and soils/topographic features as shown on Attachment B "Lease Rates Map" and summarized below, which shall be the basis for applying lease rental:

i. Category C: Rangeland to Hayland	190.4 Acres
ii. Category D: Managed Forestland	55.9 Acres
iii. Category E: Non-Farmed Sensitive Land	13.7 Acres
iv. Category F: Access Reserves- Ungated	16.7 Acres
v. Category H: Barnyard Site	3.0 Acres (1 Each)
  - c. Rents are subject to any applicable sales taxes as may otherwise be required by law, which shall be due with each annual lease payment. The first annual lease rental payment shall be due within 30 days of the execution of this Lease. Thereafter, the annual lease payment is due and payable on or before September 1 of each year. Rent is subject to adjustment each lease year in according to the most current Kenai Peninsula Borough Schedule of Rates, Charges and Fees (KPBL 1.26).

d. Initial Rent, for the first year of the lease, is calculated as follows:

Agricultural Lease Area	Acres	KPB 1.26 Rate	2021 Rent
Category C: Rangeland to Hayland	190.4 Acres	\$5/Ac	\$952.00
Category D: Managed Forestland	55.9 Acres	\$2.5/Ac	\$139.75
Category E: Non-Farmed Sensitive Land	13.7 Acres	\$1/Ac	\$13.70
Category F: Access Reserves- Ungated	16.7 Acres	No Fee	\$0.00
Category H: Barnyard Site	(1 each) 3.0 Acres	\$25ea +\$10/Ac	\$55.00
<b>1<sup>st</sup> Year Rent:</b>			<b>\$1,160.45</b>

5. Defense and Indemnification. LESSEE shall indemnify, defend, save and hold LESSOR, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorney's fees resulting from LESSEE's performance or failure to perform in accord with the terms of this LEASE in any way whatsoever. LESSEE shall be responsible under this clause for any and all claims of any character resulting from LESSEE or LESSEE's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by LESSOR or its agents which are said to have contributed to the losses, failure, violations, or damage. However, LESSEE shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of LESSOR, its agents or employees.

To the extent allowed by law and subject to assembly appropriation of available lands, LESSOR shall indemnify, defend, save and hold LESSEE, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorney's fees resulting from the sole negligence or willful misconduct of LESSOR, its agents or employees.

6. Insurance.

a. General terms. Insurance coverage required under this Agreement shall be primary and exclusive of any other insurance carried by the Borough. Minimum levels of insurance coverage required under this Agreement shall remain in effect for the life of this Agreement and shall be a part of the contract price. If

Contractor's policies contain higher limits, the KPB shall be entitled to coverage to the extent of such higher limits. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) calendar days' prior written notice to the Borough. Certificates of Insurance, acceptable in form and content, will be delivered to the Borough at the time of submission of the signed Agreement and updated certificates shall be provided upon insurance coverage renewal, where applicable.

At its option, the Borough may request copies of required policies and endorsements. Such copies shall be provided within (10) TEN CALENDAR DAYS of the Borough's request. All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Alaska. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage the Borough may choose to maintain.

No Representation of Coverage Adequacy. By requiring insurance herein, the Borough does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and subcontractor(s) of any tier under the indemnities granted to the Borough in this Agreement.

- b. Commercial General Liability. LESSEE shall provide and maintain, Commercial General Liability Insurance (CGL). The CGL Policy shall be written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and aggregate. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered

with a Commercial Umbrella or Excess Liability policy. This policy shall name the KPB as Additional Insured. To the extent damages are covered by commercial general liability insurance, subrogation shall be waived.

- c. Auto Liability. LESSEE shall provide and maintain, Auto Liability Insurance (ALI). The Auto Liability Policy shall include a Combined Single Limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Underinsured and Uninsured Motorists limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); Coverage shall include Non-Owned and Hired Car coverage. This policy shall name the KPB as Additional Insured. To the extent damages are covered by auto liability insurance, subrogation shall be waived.
  
- d. Worker's Compensation. LESSEE shall provide and maintain, for all of its employees engaged in work under this Agreement, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The LESSEE shall be responsible for Workers' Compensation Insurance for any subcontractor(s) 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 not less than the minimum amounts required by law. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included. Subrogation shall be waived.

- 7. Use of Leasehold. LESSEE may use and develop the property only for agricultural purposes as specified in the approved Farm Management and Development Plan, attached hereto and incorporated by reference; and within the scope of provisions of this lease.

Failure to use the Property in accordance with the provisions of this lease above may result in the LESSOR, at the LESSOR'S discretion and upon 60 days written notice, reducing the lease area to reflect the actual level of use or may constitute grounds for cancellation.

If utilization of the lease, even under an approved practice, causes or begins to cause substantial damage to vegetation, soil stability, water quality, or any other valuable resource it is the responsibility of the LESSEE to take immediate actions to abate and correct the problem. The LESSOR should be notified as soon as possible of the required actions that were taken and the proposed changes in

management that will address the situation into the future. Failure to take corrective actions or to notify the LESSOR shall be grounds for cancellation. The LESSEE shall use and occupy the leasehold in compliance with the all applicable laws, regulations, ordinances, and orders that a public authority has put into effect or may put into effect. The LESSEE shall properly locate all activities and improvements on the leasehold, and may not commit waste of the parcel. The LESSEE shall maintain and repair the leasehold including improvements in a reasonably neat and clean condition, and shall take all necessary precautions to prevent or suppress grass, brush, or forest fires, and to prevent erosion, unreasonable deterioration, or destruction of the land or improvements.

8. Farm Management and Development Plan. A Farm Management and Development Plan is required for this lease. No activities or improvements are authorized on the leasehold unless they are in a plan approved by LESSOR.

A Range Management and Development Plan shall be a record containing explicit information specific to the leasehold, accompanied by supporting maps and references that serve to document existing and proposed improvements, operational details and activities, and schedules thereof. The planning process shall include technical guidance from the appropriate Soil and Water Conservation District. The plan must be based on sound farm management practices, it must be supported by technical procedures, and it must conform to the uses authorized by this lease.

The minimum requirements of a development plan are: 1) disclosure of use of the Property including crop or animal type, cultivation or feeding practices; crop volume or animal unit months as applicable; 2) location and nature of existing improvements and their estimated value; 3) location and nature of proposed improvements, their purpose, and their value; 4) a development, use, and construction time table.

The Farm Management and Development Plan is subject to approval by the mayor or mayor's designee, and may be modified with stipulations, conditions and/or exclusions by the mayor, or the mayor's designee, as deemed reasonable and appropriate to ensure that the use of the leasehold is within the scope of the lease and sound management practices. An approved Farm Management and Development Plan may be later modified and/or amended by mutual agreement subject to written approval by the mayor, or the mayor's designee. The LESSEE shall provide the LESSOR with an updated Farm Management and Development Plan within 120 days of the date a request is made by the LESSOR to update the Farm Management and Development Plan required by this lease.

Pursuant to 17.10.140(D)(4), failure on the part of the LESSEE to substantially use and develop the leasehold in accordance with the Farm Management and Development Plan within the timeframe specified in the plan shall constitute grounds for cancellation. Utilization or development of the leased land for uses other than those allowed by this lease and specified in the approved Farm Management and Development Plan shall be grounds for termination of the lease. The mayor or his designee shall determine whether the plan is substantially complete and may extend these deadlines for good cause shown or when the mayor determines it to be in the borough's best interests.

9. Identification of Livestock. All livestock permitted on a borough grazing lease shall be properly identified and, if applicable, such identification registered in accordance with AS 03.40.010 -03.40.270.
10. Health of Livestock. Prior to placing livestock on the lease all animals shall be examined by a veterinarian, experienced cattleman or other qualified professional, and if determined necessary treated for any diseases and parasites. Livestock shall be cared for using acceptable livestock husbandry practices at all times. Sick or dead animals shall be promptly treated or disposed of in a lawful manner which affords the greatest protection of humans, other livestock, wildlife and domestic animals. If applicable, AS 03.45 controls over this section.
11. Control of Livestock. LESSEE shall have sufficient control of livestock to keep all livestock within the boundaries of the leasehold at all times. It is the responsibility of the LESSEE, upon approval and at no expense to the LESSOR, to properly locate and place fencing or other deterrents to the movement of livestock.
12. Certified Seed, Forage and Other Plant Materials. Whenever possible, any plant seed introduced to the property shall be certified. Certification shall be by a state program or a state recognized program or authority. LESSEE shall take all other reasonable precautions to avoid the spread of noxious or invasive species through forage products, plant seeds, other plant materials, feedstuffs or any other means.
13. Surface Resources. Unless otherwise provided by this lease, Farm Management and Development Plan, or other written authorization, the LESSEE may not sell or remove from the leasehold any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes.

Up to 1,000 Cubic Yards of on-site materials may be utilized at the current rate set forth in the Kenai Peninsula Borough Schedule of Rates, Charges, and Fees pursuant to KPBL 1.26, provided LESSEE includes the borrow site location and utilization plan in the Farm Management and Development Plan.

14. Petroleum Products, Chemicals, and Hazardous Materials. LESSEE shall comply with all applicable laws and regulations concerning petroleum products, chemicals, hazardous chemicals and other hazardous materials, and shall properly store, transfer and use all hazardous chemicals and other hazardous materials and not create any environmental hazards on the lands leased herein. In no event may LESSEE utilize underground storage tanks for the storage or use of hazardous chemicals or other hazardous materials including petroleum products.

Storage and use of petroleum products, pesticides, or other chemicals is allowed only in amounts necessary, only as specified in the approved Farm Management and Development Plan, and only upon condition that LESSEE exercise proper care, handling, and safe and proper storage, and according to labeled directions when applicable. Fuel may not be placed within 100 feet of any wetland or the mean or ordinary high water mark of any lakes, streams, or other bodies of water. Fuel and pesticides must be stored in leak proof containers and placed within a secondary containment, impermeable berms and basins capable of retaining 110 percent of storage capacity plus 12 inches of free board to minimize uncontained spills or leaks.

The LESSEE agrees that it will not discharge or dispose of or suffer the discharge or disposal of any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water. Pesticides may be used only according to labeled directions. Aerial spraying of pesticides shall not be allowed.

Should any hazardous chemicals or hazardous materials of any kind or nature whatsoever, or hazardous wastes be released upon the subject lands during the term of this lease, LESSEE shall IMMEDIATELY report such release to the KPB Planning Director or other appropriate KPB official and to any other agency as may be required by law, and LESSEE shall, at its own cost, assess, contain and clean up such spilled materials in the most expedient manner allowable by law.

As used herein, "hazardous chemical" means a chemical that is a physical hazard or a health hazard.

As used herein, "hazardous material" means a material or substance, as defined in 49 C.F.R. 171.8, and any other substance determined by the federal government, the state of Alaska or KPB, to pose a significant health and safety hazard.

As used herein, "hazardous waste" means a hazardous waste as identified by the Environmental Protection Agency under 40 C.F.R. 261, and any other hazardous waste as defined by the federal government, the state of Alaska or KPB.

The covenants and obligations described in this article shall survive the termination of this lease.

15. Liens and Mortgages. LESSEE shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease. In the event that any prohibited lien is placed against the property, LESSEE shall immediately cause the lien to be released. LESSEE shall immediately refund to LESSOR any monies that LESSOR may, at its sole discretion, pay in order to discharge any such lien, including all related costs and a reasonable sum for attorney's fees.

#### **IV. RIGHTS RESERVED BY LESSOR**

16. Reservation of Easements. The LESSOR expressly reserves the right to take for the use of the LESSOR and the right to grant to third parties, easements or rights-of-way of unlimited size across the parcel herein leased if it is determined to be in the best interest of the LESSOR to do so, even if the creation of the easement or right-of-way terminates the entire leasehold estate; provided, however, that the LESSEE shall be entitled to compensation for all improvements which are damaged or destroyed as a direct result of such easement or right-of-way. LESSEE will not be entitled to compensation for loss of available forage, however the rental rates may be adjusted to reflect any changes in total lease-hold acreage.
17. Surface Reservations. The LESSOR hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of exploring for, opening, developing, harvesting, drilling and working surface mines, excavations, or timber sales on these or other lands and taking out and removing therefrom all valuable surface resources such as timber, stone, gravel or any other material valuable for building or commercial purposes and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, power lines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient to such purposes, hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.



The parties acknowledge and agree that this lease and land are subject to a reservation of rights by the State of Alaska to enter and extract minerals and to use the surface as provided in AS 38.05.125.

As the parties agree that these are reserved rights, which are reflected in the annual lease rental, in the event that LESSOR exercises a right in Items 1 or 2 above, it is agreed and understood that LESSEE shall receive no damages for such grant or action.

## **V. MISCELLANEOUS TERMS AND CONDITIONS**

18. Assignments. Lessee may assign this Lease only if approved in advance by KPBL. Applications for assignment shall be made in writing on a form provided by the Land Management Division. The assignment shall be approved if it is found that all interests of KPBL are fully protected. The assignee shall be subject to and governed by the provisions of this Lease and laws and regulations applicable thereto. No agricultural lease may be assigned within two years of the anniversary date.
19. Subleasing. LESSEE shall not sublease the Premises or any part thereof without written permission of the KPBL Mayor when applicable. A sublease shall be in writing and subject to the terms and conditions of this Lease.
20. Waste. LESSEE shall not commit waste upon or injury to the lands leased herein.
21. Fire Protection. LESSEE shall take all reasonable precautions to prevent, and take all reasonable actions to suppress destructive and uncontrolled grass, brush, and forest fires on the PROPERTY, and comply with all laws, regulations, and rules promulgated and enforced by the protection agency responsible for forest protection within the area wherein the PROPERTY is located.
22. Safety. LESSEE shall be solely responsible for maintaining the premises in a safe and fit condition, including without limitation snow and ice removal from all improvements and areas on the PROPERTY as needed for LESSEE's use of the PROPERTY. LESSEE is responsible for the safety of all persons conducting activities on the PROPERTY under this LEASE.
23. Sanitation. LESSEE shall comply with all laws, regulations or ordinances promulgated for the promotion of sanitation. The PROPERTY shall be kept in a clean and sanitary condition and every effort shall be made to prevent pollution of the waters and lands. Sanitary facilities shall be in accordance with the State of Alaska, Department of Environmental Conservation regulations.

24. Hazardous Materials and Hazardous Waste. Storage, handling and disposal of hazardous waste shall not be allowed on PROPERTY. LESSEE shall comply with all applicable laws and regulations concerning hazardous chemicals and other hazardous materials, and shall properly store, transfer and use all hazardous chemicals and other hazardous materials and not create any environmental hazards on the PROPERTY. In no event may LESSEE utilize underground storage tanks for the storage or use of hazardous chemicals or other hazardous materials.

Should any hazardous chemicals or hazardous materials of any kind or nature whatsoever, or hazardous wastes be released upon the PROPERTY during the term of this LEASE, LESSEE shall IMMEDIATELY report such release to LESSOR and any other agency as may be required by law, and LESSEE shall, at its own cost, assess, contain, and clean up such spilled materials in the most expedient manner allowable by law.

As used herein, "hazardous chemical" means a chemical that is a physical hazard or a health hazard.

As used herein, "hazardous material" means a material or substance, as defined in 49 CFR 171.8, and any other substance determined by the federal government, the State of Alaska or Kenai Peninsula Borough, to pose a significant health and safety hazard. The covenants and obligations described in this article shall survive the termination of this License.

25. Compliance with Laws. LESSEE shall abide by all applicable federal, state, city, and borough statutes, ordinances, rules, and regulations. LESSEE is responsible for obtaining all federal, state, and local permits applicable to licensee's activities and shall keep such permits in good standing.

26. Easements and Rights-of-Way. This LEASE is subject to all easements, rights-of-way, covenants and restrictions of which LESSEE has actual or constructive notice. LESSOR reserves and retains the right to grant additional easements for utility and public access purposes across the PROPERTY and nothing herein contained shall prevent LESSOR from specifically reserving or granting such additional easements and rights-of-way across the PROPERTY as may be deemed reasonable and necessary.

As the parties agree that this is a reserved right which is reflected in the annual lease rental, in the event that KPBL grants future additional easements or rights-of-way across the PROPERTY, it is agreed and understood that LESSEE shall receive no damages for such grant.

27. Inspections. LESSEE shall allow LESSOR, through its duly authorized representative, to enter and inspect the PROPERTY at any reasonable time, with or without advance notice to LESSEE, to ensure compliance with the terms and conditions of this lease. LESSOR's right to enter and inspect shall be exercised at LESSOR's sole discretion and the reservation or exercise of this right, and any related action or inaction by LESSOR, shall not in any way impose any obligation whatsoever upon LESSOR, and shall not be construed as a waiver of any rights of LESSOR under this LEASE.
28. Property Taxes. LESSEE shall timely pay all real property taxes, assessments and other debts or obligations owed to the Kenai Peninsula Borough. Pursuant to KPB Code, Section 17.10.150(H), any taxes levied against the leasehold interest shall be the responsibility of the LESSEE to pay when due. Pursuant to KPB Code, Section 17.10.120(F) this LEASE will terminate automatically should LESSEE become delinquent in the payment of any such obligations.
29. Cancellation. At any time that this LEASE is in good standing it may be canceled in whole or in part upon mutual agreement by LESSEE and LESSOR, on such terms as the Mayor, or Mayor's Designee determines to be in the best interest of the Kenai Peninsula Borough.
30. Termination. Upon termination of this LEASE, LESSEE covenants and agrees to return the property to LESSOR in the condition which existed immediately prior to entry on the PROPERTY by LESSEE, and to immediately remove all items of personal property subject to the conditions of Section 24 below. All terms and conditions set out herein are considered to be material and applicable to the use of the PROEPRTY under this LEASE. Subject to the following, in the event of LESSEE's default in the performance or observance of any of the LEASE terms, conditions, covenants and stipulations thereto, and such default continues for thirty (30) calendar days after written notice of the default, LESSOR may cancel this lease, or take any legal action for damages or recovery of the PROPERTY. No improvements may be removed during the time in which the LEASE is in default.

In the event LESSEE breaches any provisions prohibiting the release of hazardous chemicals, hazardous materials, or hazardous waste on the PROPERTY, and fails to immediately terminate the operation causing such release upon notice from LESSOR, then LESSOR may immediately terminate this LEASE without notice to LESSEE.

31. Violation. Violation of any of the terms of this LEASE may expose LESSEE to appropriate legal action including forfeiture of lease interest, termination, or cancellation of its interest in accordance with state law.

32. Notice of Default. Notice of the default, where required, will be in writing and as provided in Section 27 of this LEASE.

33. Entry or Re-entry. In the event that this LEASE is terminated, canceled or forfeited, or in the event that the demised lands, or any part thereof, should be abandoned by the LESSEE during the LEASE term, LESSOR or its agents, servants or representatives, may immediately or any time thereafter, enter or re-enter and resume possession of said lands or such part thereof, and remove all persons and property therefrom either without judicial action where appropriate, by summary proceedings, or by a suitable action or proceeding at law or equity without being liable for any damages therefor. Entry or re-entry by LESSOR shall not be deemed an acceptance of surrender of the contract.

34. Removal or Reversion of Improvements Upon Termination of Lease.

Improvements on the PROPERTY owned by LESSEE shall, within ninety (90) calendar days after the termination of the LEASE, be removed by LESSEE; provided such removal will not cause injury or damage to the land; and further provided that LESSOR may extend the time for removing such improvements in cases where hardship is proven. LESSEE may dispose of its improvements to a succeeding lessee with the consent of LESSOR.

If LESSEE fails to remove improvements or chattels upon LESSOR's request, the LESSOR may do so at the expense of LESSEE.

At LESSOR's sole option, it may choose to retain the improvements or chattels rather than having them removed. If LESSOR elects to retain the improvements and chattels, it shall give written notice of the election to LESSEE. Upon request, LESSEE shall convey said improvements and/or chattels by appropriate instrument to LESSOR.

35. Rental for Improvements or Chattels Not Removed. Any improvements and/or chattels belonging to LESSEE or placed on the PROPERTY during its tenure with or without its permission and remaining upon the premises after the termination of the contract shall entitle LESSOR to charge a reasonable rent therefor.

36. Resale. In the event that this LEASE is terminated, canceled, forfeited, or abandoned, LESSOR may offer said land for sale, lease, or other appropriate disposal pursuant to the provisions of KPB Code, Chapter 17.10 or other applicable regulations.

37. Notice. Any notice or demand, which under the terms of this LEASE must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the contract. However, either party may designate in writing such other address to which such notice of demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed received when deposited in a U.S. general or branch post office by the addressor.

All notices shall be sent to both parties as follows:

LESSOR:

Planning Director  
Kenai Peninsula Borough  
144 N. Binkley Street  
Soldotna, AK 99669

LESSEE:

Robert Gibson, Partner  
Alaska Land and Cattle Company  
PO Box 650  
Cooper Landing, AK 99572

38. Responsibility of Location. It shall be the responsibility of LESSEE to properly locate itself and its improvements on the PROPERTY.

39. Liens and Mortgages. LESSEE shall not cause or allow any liens of any kind or nature whatsoever to attach to the property during the term of this lease. In the event that any prohibited lien is placed against the PROPERTY, LESSEE shall immediately cause the lien to be released. LESSEE shall immediately refund to LESSOR any monies that LESSOR may, at its sole discretion, pay in order to discharge any such lien, including all related costs and a reasonable sum for attorney's fees. For the purpose of interim financing or refinancing of the improvements to be placed upon the PROPERTY, and for no other purpose, LESSEE may, upon written approval of LESSOR, encumber by mortgage, deed of trust, assignment or other appropriate instrument, LESSEE's interest in the PROPERTY and in and to the LEASE, provided said encumbrance pertains only to the leasehold interest. Any such encumbrance shall be entirely subordinate to LESSOR's rights and interest in the PROPERTY.

A leasehold mortgagee, beneficiary of a deed of trust or security assignee shall have and be subrogated to any and all rights of the LESSEE with respect to the curing of any default hereunder by LESSEE.

In the event of cancellation or forfeiture of this LEASE for cause, the holder of a properly recorded mortgage, deed of trust, or assignment will have the option to

acquire the LEASE for the unexpired term thereof, subject to the same terms and conditions as in the original instrument, as may be amended.

40. Non-Waiver Provision. The receipt of payment by LESSOR, regardless of LESSOR's knowledge of any breach by LESSEE, or of any default on the part of LESSEE in observance or performance of any of the conditions or covenants of this LEASE, shall not be deemed to be a waiver of any provision of the LEASE. Failure of LESSOR to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of LESSOR to enforce the same in the event of any subsequent breach or default. The receipt by LESSOR of any payment of any other sum of money after notice of termination or after the termination of the LEASE for any reason, shall not reinstate, continue or extend the LEASE, nor shall it destroy or in any manner impair the efficacy of any such notice of termination unless the sole reason for the notice was nonpayment of money due and the payment fully satisfies the breach.
41. Jurisdiction. Any lawsuits filed in connection with the terms and conditions of this LEASE, and of the rights and duties of the parties, shall be filed and prosecuted at Kenai, Alaska and shall be governed by Alaska law, without regard to conflict of law principles.
42. Savings Clause. Should any provision of this LEASE fail or be declared null or void in any respect, or otherwise unenforceable, it shall not affect the validity of any other provision of this LEASE or constitute any cause of action in favor of either party as against the other.
43. Binding Effect. It is agreed that all covenants, terms, and conditions of this LEASE shall be binding upon the successors, heirs and assigns of the parties hereto.
44. Full and Final Agreement. This LEASE constitutes the full and final agreement of the parties hereto and supersedes any prior or contemporaneous agreements. This LEASE may not be modified orally, or in any manner other than by an agreement in writing and signed by both parties or their respective successors in interest. LESSEE avers and warrants that no representations not contained within this LEASE have been made with the intention of inducing execution of this LEASE.
45. Warranty of Authority. LESSEE warrants that the person executing this LEASE is authorized to do so on behalf of LESSEE.

LESSEE: Robert Gibson and Filip  
Martushev, DBA Alaska Land &  
Cattle

LESSOR: Kenai Peninsula Borough

\_\_\_\_\_  
Robert Gibson, Partner

\_\_\_\_\_  
Charlie Pierce, Borough Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Filip Martushev, Partner

\_\_\_\_\_  
Dated

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Johni Blankenship  
Borough Clerk

\_\_\_\_\_  
Sean Kelley  
Deputy Borough Attorney

**KPB NOTARY ACKNOWLEDGMENT**

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
Commission expires: \_\_\_\_\_

**LESSEE NOTARY ACKNOWLEDGMENTS**

STATE OF ALASKA            )

Kenai Peninsula Borough  
KPBL# «Authorization»; Alaska Land & Cattle Co

THIRD JUDICIAL DISTRICT                    ) ss.  
  )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Robert Gibson, of Alaska Land and Cattle Company, for and on behalf of the company.

\_\_\_\_\_  
Notary Public for State of Alaska  
Commission Expires: \_\_\_\_\_

STATE OF ALASKA                            )  
  ) ss.  
THIRD JUDICIAL DISTRICT                    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Filip Martushev, of Alaska Land and Cattle Company, for and on behalf of the company.

\_\_\_\_\_  
Notary Public for State of Alaska  
Commission Expires: \_\_\_\_\_



**FARM- & RANGELAND**

**DEVELOPMENT PLAN for KENAI BOROUGH OWNED LAND Parcel # 18521053**

---

The following plan is designed and submitted by  
Robert Gibson for ALASKA LAND & CATTLE COMPANY.

**Land parcel Description**

---

The total land parcel size is 280 acres of undisturbed land  
The land has never been cultivated and is massively overgrown by alder patches and thick willow brush.  
There are some open alpine meadow patches of land with very thick tussock forming  
Calamagrostis reed grass as well as other grasses and forbes.  
Some noxious weeds has been found throughout these meadows.  
The terrain is undulating and steep with multiple deep ravines parts of which will have to be graded  
To provide access to farmable fields.  
This land parcel is located 22 miles outside of the city of Homer proper.  
There is no electricity nor any landline or cellular service provided in the vicinity.  
The parcel is transected by the Basargin Road and the Echo Lake gravel pit.

**Mission Statement and Use of Land**

---

It is our desire to develop this virgin land for the purpose of  
Production of Hay  
Development and creation of Pastured land for livestock.  
Utilize a portion of the land (Described in Contract as Managed Forestry) to harvest Forestry Products.

**Fencing of Leased lands**

---

Alaska Land & Cattle Company practices a Holistic and Permaculture approach to dealing with the land.  
Therefore we will use the grazing technique called Rotational Grazing in which livestock is moved  
frequently from paddock to the next paddock giving the grazed vegetation a better chance for

regenerated growth Upon which that regenerated area is again visited by livestock for fresh new grazing.

In this grazing method there is no need for permanent fencing , as the fences have to be moved frequently.

#### **Barn yard site**

---

A barn site of up to 3 acres in size will be created to provide ample space for

Hay Storage facilities

Tool Sheds

Livestock Sorting Corrals

Loading

Farm Machinery and Implements Storage

Cattlemen's Cabin

The Barnyard Site will be permanently fenced and marked for information of it's existence to the public

And trail users.

Location of the Barnyard Site is marked on attached map with the label B.

#### **Water**

---

Given the fact of Rotational Grazing It is obvious that drinking water stations for livestock also have to be rotated in their locations.

Therefor no permanent water troughs will be installed.

However, depending of weather and climatic conditions it may become necessary to excavated one or several ponds within the grazing area.

If that need arises the landowner will be notified.

#### **Access**

---

A few graded pads will later be constructed for egress to the different fields.

#### **Livestock to graze the leased land**

---

Beef Cows , Horses , Sheep and Goats.

Each animal will be verified and inspected by a licensed veterinarian or skilled livestock manager prior to placement on the land.

Each animal will carry proper identification as required by Alaska Department of Agriculture.

Identification by bhy Branding and a numbered Ear Tag.

Sheep and Goats will be registered with a Scrapie NJumber identifier.

#### Development Work Schedule and Time Table

---

The first 2 years will be mainly concentrated on clearing vegetation to give room for hay fields and p0astures.

There is a fairly good amount of vegetative biomass already on the land so we will initially allow some grazing with a controlled numbers of livestock on select and suitable meadow open land sections.

Weather allowing we will attempt to seed in some cleared areas.

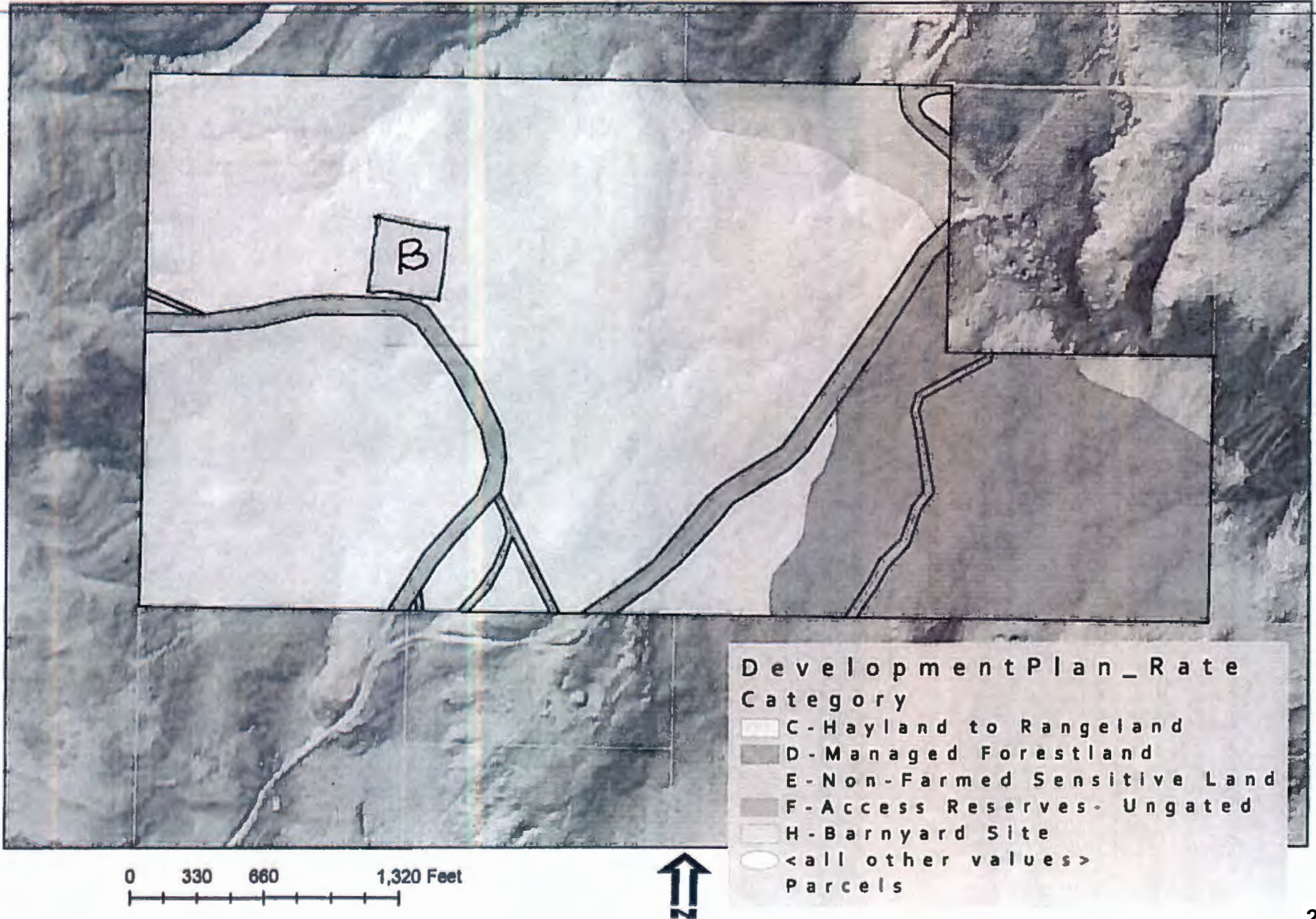
Third year continued clearing of bru8sh and alders growths with more areas seeded in.

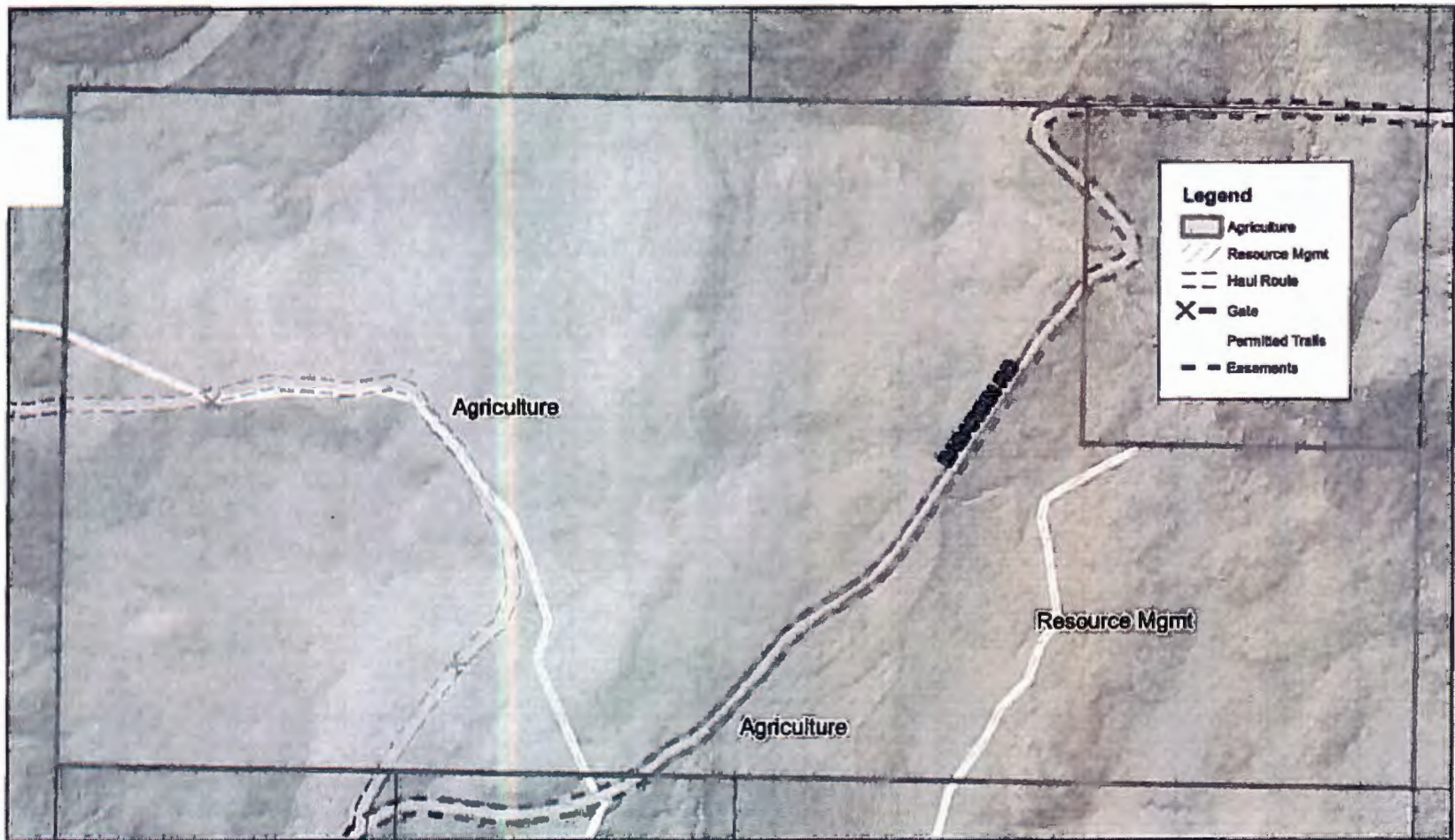
Consecutive years will hopefully see the first harvest of our efforts..

# Agriculture Lease Rate Map

Township 04 South, Range 11 West

Section 22: NW1/4 & NW1/4NE1/4 & S1/2NE1/4, Seward Meridian, containing 280 +/- acres





APN: 18521053 NW1/4 & NW1/4 NE1/4 & S1/2 NE1/4, Section 22,  
280 acres +/- Township 04 South, Range 11 West, Seward Meridian,  
Homer Recording District

