

Kenai Peninsula Borough

144 North Binkley Street

Soldotna, AK 99669



Meeting Agenda

Tuesday, June 16, 2026

6:00 PM

Meeting ID: 897 1694 8642 Passcode: 075938

Betty J. Glick Assembly Chambers

Meeting ID: 897 1694 8642 Passcode: 075938

Assembly

Ryan Tunseth, President

Kelly Cooper, Vice President

Willy Dunne

Cindy Ecklund

Dale Eicher

Scott Griebel

Michael Hicks

Lenora Niesen

Sarge Truesdell

CALL TO ORDER**PLEDGE OF ALLEGIANCE****INVOCATION**

Any invocation that may be offered at the beginning of the assembly meeting shall be a chaplain from borough fire and emergency service areas. No member of the community is required to attend or participate in the invocation.

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-7786: June 2, 2026 Regular Assembly Meeting Minutes

Resolution 2026-036: Authorizing the Mayor to Execute Agreements with the State of Alaska, Department of Public Safety and the U.S. Forest Service for Dispatch Services Provided by Soldotna Public Safety Communications Center

Resolution 2026-039: Authorizing Proprietary Procurement for 911 Network Upgrades

Resolution 2026-037: Approving an Updated Management Agreement for the Sea Otter Community Center on Behalf of the Seldovia Recreational Service Area and Authorizing a Pool Management Agreement Addendum

Resolution 2026-038: Authorizing the Mayor to Execute the Fourth Amendment to the Operating Agreement with South Peninsula Hospital, Inc.

Ordinance 2025-19-46: Appropriating Supplemental Funds from the General Fund for the Seward High School Gym Floor Replacement Project

Ordinance 2025-19-47: Appropriating \$800,000 from the Land Trust Investment Fund to be Transferred to the Land Trust Fund Representing the Fiscal Year 2026 Operating Transfer Per KPB 5.20.200(A)

KPB-7789: Approving a Right-Of-Way Vacation; KPB File 2026-043

Submitted By: Johnson, Leslie

Request: Vacates the approximately 50' wide by 573' long Mayo St. right-of-way granted per KN 88-86

Location: Lot 1, Mayo River Subdivision Plat KN 88-86, also abutting Govt Lots 23 & 24, Funny River Area

KPB-7790: Approving a Right-Of-Way Vacation; KPB File 2026-039

Submitted By: McLane Consulting Group / Tanner Crab, LLC

Request: Vacates a portion of the Maximilian Court cul-de-sac granted per SW 2009-6

Location: Lot 13, Clan Maxwell Estates Avalon Heights Addition #5, SW 2021-008, Bear Creek Area

KPB-7791: Confirming an Appointment to the Nikiski Advisory Planning Commission

ACTION ITEM ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:

Ordinance 2025-19-44: Authorizing the Acquisition of Real Property in Soldotna, Alaska, on Behalf of Central Kenai Peninsula Hospital Service Area, Appropriating Funds from the Central Kenai Peninsula Hospital Service Area Plant Replacement and Expansion Fund, and Authorizing an Amendment to the Operating Agreement with Central Peninsula General Hospital, Inc.

Ordinance 2025-19-45: Appropriating Funds from the South Peninsula Hospital Service Area Operating Fund to be Transferred to the South Peninsula Hospital Service Area Capital Project Fund for Demolition and Site Improvements at 324 West Fairview Avenue, Homer Medical District

Ordinance 2026-23: Authorizing the Conveyance of the Nikolaevsk School Property to Alaska Homestead Education, Inc. in Support of Community K-12 Education

APPROVAL OF MINUTES

*1. [KPB-7786](#) June 2, 2026 Regular Assembly Meeting Minutes

Attachments: [060226 DRAFT Minutes](#)

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE

(20 minutes total)

1. [KPB-7787](#) Kenai Peninsula Borough School District Quarterly Report, Clayton Holland Superintendent (10 minutes)
2. [KPB-7788](#) Senator Jesse Bjorkman Legislative Update (10 minutes) *Tentative*

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

(3 minutes per speaker; 20 minutes aggregate)

MAYOR'S REPORT

Mayor's Report Cover Memo

[KPB-7795](#) Mayor's Memo

Attachments: [Mayor's Memo](#)

1. Assembly Requests/Responses - None
2. Agreements and Contracts
 - a. [KPB-7796](#) Corrected-Authorization to Award a Contract for ITB26-029 Boiler Replacement Skyview Middle School
Attachments: [Corrected Authorization to Award Contract ITB26-029 Boiler Replacement Skyy](#)
3. Other
 - a. [KPB-7797](#) Certification of the 2026 Mail Roll Assessment
Attachments: [Certification of the 2026 Main Roll Assessment](#)
 - b. [KPB-7798](#) Tax Adjustment Request Approval
Attachments: [Tax Adjustment Request Approval](#)

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

(Testimony limited to 3 minutes per speaker)

Ordinances referred to Finance Committee

1. [2025-19-44](#) An Ordinance Authorizing the Acquisition of Real Property in Soldotna, Alaska, on Behalf of Central Kenai Peninsula Hospital Service Area, Appropriating Funds from the Central Kenai Peninsula Hospital Service Area Plant Replacement and Expansion Fund, and Authorizing an Amendment to the Operating Agreement with Central Peninsula General Hospital, Inc. (Mayor)

Attachments: [Ordinance 2025-19-44](#)
[Memo](#)
[CPGH-GMII Map](#)
[CPGH-GMII Purchase Agreement](#)

2. [2025-19-45](#) On Ordinance Appropriating Funds from the South Peninsula Hospital Service Area Operating Fund to be Transferred to the South Peninsula Hospital Capital Project Fund for Demolition and Site Improvements at 324 West Fairview Avenue, Homer Medical District (Mayor)

Attachments: [Ordinance 2025-19-45](#)
[Memo](#)
[Reference Copy O2025-19-06](#)

Ordinances referred to Lands Committee

3. [2026-23](#) An Ordinance Authorizing the Conveyance of the Nikolaevsk School Property to Alaska Homestead Education, Inc. in Support of Community K-12 Education (Mayor)

Attachments: [Ordinance 2026-23](#)
[Dunne Amendment](#)
[Amendment Memo](#)
[Memo](#)
[Map](#)
[Purchase Agreement Draft](#)

Ordinances referred to Policies and Procedures Committee

4. [2026-24](#) An Ordinance Amending KPB Chapter 5.19, Uniform Remote Seller Sales Tax Code, in Accordance with Amendments Adopted by the Alaska Remote Seller Sales Tax Commission (Mayor)

Attachments: [Ordinance 2026-24](#)
[Memo](#)

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

Resolutions referred to Finance Committee

- *a. [2026-036](#) A Resolution Authorizing the Mayor to Execute Agreements with the State of Alaska, Department of Public Safety and the U.S. Forest Service for Dispatch Services Provided by Soldotna Public Safety Communications Center (Mayor)

Attachments: [Resolution 2026-036](#)
[Memo](#)
[Dispatch Services Agreement DPS](#)
[Cooperative Agreement U.S. Forest Service](#)
[Reference Copy R2025-038](#)

- *b. [2026-039](#) A Resolution Authorizing Proprietary Procurement for 911 Network Upgrades (Mayor)

Attachments: [Resolution 2026-039](#)
[Memo](#)

Resolutions referred to Policies and Procedures Committee

- *c. [2026-037](#) A Resolution Approving an Updated Management Agreement for the Sea Otter Community Center on Behalf of the Seldovia Recreational Service Area and Authorizing a Pool Management Agreement Addendum (Mayor)

Attachments: [Resolution 2026-037](#)
[Memo](#)
[SOCC Management Agreement](#)

- *d. [2026-038](#) A Resolution Authorizing the Mayor to Execute the Fourth Amendment to the Operating Agreement with South Peninsula Hospital, Inc. (Mayor)

Attachments: [Resolution 2026-038](#)
[Memo](#)
[4th Amendment Operating Agreement SPHI](#)

2. Ordinances for Introduction

Ordinances for Introduction and referred to Finance Committee

- *a. [2025-19-46](#) An Ordinance Appropriating Supplemental Funds from the General Fund for the Seward High School Gym Floor Replacement Project (Mayor) (Hearing on 07/07/26)

Attachments: [Ordinance 2025-19-46](#)
[Memo](#)

- *b. [2025-19-47](#) An Ordinance Appropriating \$800,000 from the Land Trust Investment Fund to be Transferred to the Land Trust Fund Representing the Fiscal Year 2026 Operating Transfer Per KPB 5.20.200(A) (Mayor) (Hearing on 07/07/26)

Attachments: [Ordinance 2025-19-47](#)
[Memo](#)

3. Other

Other items referred to Lands Committee

- *a. [KPB-7789](#) Approving a Right-Of-Way Vacation; KPB File 2026-043
Submitted By: Johnson, Leslie
Request: Vacates the approximately 50' wide by 573' long Mayo St. right-of-way granted per KN 88-86
Location: Lot 1, Mayo River Subdivision Plat KN 88-86, also abutting Govt Lots 23 & 24, Funny River Area

[Clerk's Note: At its regular meeting of May 26, 2026, the Planning Commission unanimously approved the referenced petition to vacate.]

Attachments: [Planning Commission Memo & Agenda Item](#)
[Submittal Petition](#)

- *b. [KPB-7790](#) Approving a Right-Of-Way Vacation; KPB File 2026-039
Submitted By: McLane Consulting Group / Tanner Crab, LLC
Request: Vacates a portion of the Maximilian Court cul-de-sac granted per SW 2009-6
Location: Lot 13. Clan Maxwell Estates Avalon Heights Addition #5, SW 2021-008, Bear Creek Area

[Clerk's Note: At its regular meeting of May 26, 2026, the Planning Commission unanimously approved the referenced petition to vacate.]

Attachments: [Planning Commission Memo & Agenda Item](#)
[Submittal Petition](#)

Other items referred to Policies and Procedures Committee

- *c. [KPB-7791](#) Confirming an Appointment to the Nikiski Advisory Planning Commission (Mayor)
Kaitlyn Jackson, Seat C, Term Expires 09/30/2027

Attachments: [Appointment to the Nikiski Advisory Planning Commission](#)

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

ASSEMBLY COMMENTS

PENDING LEGISLATION

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

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. July 7, 2026 6:00 PM
Regular Assembly Meeting
Betty J. Glick Assembly Chambers
Borough Administration Building
Remote participation available through Zoom
Meeting ID: 897 1694 8642 Passcode: 075938

ADJOURNMENT

This meeting will be broadcast on KDLL-FM 91.9 (Central Peninsula), KBBI-AM 890 (South Peninsula), and KIBH FM 91.7 (East Peninsula).

The meeting will be held in the Betty J. Glick Assembly Chambers, Borough Administration Building, Soldotna, Alaska. The meeting will also be held via Zoom, or other audio or video conferencing means whenever technically feasible. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 897 1694 8642 Passcode: 0745938. Detailed instructions will be posted on at the Kenai Peninsula Borough's main page at www.kpb.us

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 <https://kpb.legistar.com/Calendar.aspx> for copies of the agenda, meeting minutes, ordinances and resolutions.



Kenai Peninsula Borough

144 North Binkley Street
Soldotna, AK 99669

Meeting Minutes - Draft

Assembly

Ryan Tunseth, President
Kelly Cooper, Vice President
Willy Dunne
Cindy Ecklund
Dale Eicher
Scott Griebel
Michael Hicks
Lenora Niesen
Sarge Truesdell

Tuesday, June 2, 2026

6:00 PM

Betty J. Glick Assembly Chambers
Meeting ID: 897 1694 8642 Passcode: 075938
[https://yourkpb.zoom.us/j/89716948642?
pwd=fEb3zpJksgh1maera2nn3XZRWifPat.1](https://yourkpb.zoom.us/j/89716948642?pwd=fEb3zpJksgh1maera2nn3XZRWifPat.1)

Meeting ID: 897 1694 8642 Passcode: 075938

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

[Clerk's Note: Assembly Member Dunne attended via Zoom.]

Present: 9 - Ryan Tunseth, Kelly Cooper, Cindy Ecklund, Willy Dunne, Dale Eicher, Lenora Niesen, Michael Hicks, Sarge Truesdell, and Scott Griebel

Also present were:

Peter A. Micciche, Borough Mayor
Brandi Harbaugh, Finance Director
Sean Kelley, Borough Attorney
Michele Turner, Borough Clerk
Sue Ellen Essert, Deputy Borough Clerk

COMMITTEE REPORTS

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

[9 Present: Cooper, Dunne (via Zoom) Ecklund, Eicher, Griebel, Hicks, Niesen, Truesdell, Tunseth]

Assembly Member Truesdell stated the Policies and Procedures Committee met and

discussed its agenda items.

[9 Present: Cooper, Dunne (via Zoom) Ecklund, Eicher, Griebel, Hicks, Niesen, Truesdell, Tunseth]

APPROVAL OF AGENDA AND CONSENT AGENDA

Cooper moved to approve the agenda and consent agenda.

Copies have been made available to the public, Borough Clerk Michele Turner noted by title only the resolutions, ordinances and other new business items that were on the consent agenda.

[KPB-7747](#) May 19, 2026 Regular Assembly Meeting Minutes
approved

The following public hearing items met the required conditions of KPB 22.40.110 and were added to the consent agenda:

[2025-19-40](#) An Ordinance Accepting and Appropriating Funds to Replace a Western Emergency Service Area Vehicle (Mayor)
This Budget Ordinance was enacted.

[2025-19-41](#) An Ordinance Accepting and Appropriating Funds to Repair a Central Emergency Service Area Fire Engine (Mayor)
This Budget Ordinance was enacted.

[2025-19-42](#) An Ordinance Accepting and Appropriating Grant Funds from the State of Alaska Division of Homeland Security and Emergency Management for Revetment and Drainage Improvements on Bruno Road (Mayor)
This Budget Ordinance was enacted.

[2025-19-43](#) An Ordinance Accepting and Appropriating Grant Funds from the State of Alaska for the Installation of a Building Automation System at Nanwalek School (Mayor)
This Budget Ordinance was enacted.

NEW BUSINESS

[2026-034](#) A Resolution Amending Resolution 2026-022 Approving Twenty-Six Unincorporated Communities for Participation in the State's Fiscal Year 2027 Community Assistance Program (Mayor)
This Resolution was adopted.

[2026-033](#) A Resolution Urging the Governor to Sign into Law Senate Bill 174 Relating to Establishing the Alaska Invasive Species Council (Dunne)

This Resolution was adopted.

[2025-19-44](#) An Ordinance Authorizing the Acquisition of Real Property in Soldotna, Alaska, on Behalf of Central Kenai Peninsula Hospital Service Area, Appropriating Funds from the Central Kenai Peninsula Hospital Service Area Plant Replacement and Expansion Fund, and Authorizing an Amendment to the Operating Agreement with Central Peninsula General Hospital, Inc. (Mayor) (Hearing on 06/16/26)

This Budget Ordinance was introduced and set for public hearing.

[2025-19-45](#) On Ordinance Appropriating Funds from the South Peninsula Hospital Service Area Operating Fund to be Transferred to the South Peninsula Hospital Capital Project Fund for Demolition and Site Improvements at 324 West Fairview Avenue, Homer Medical District (Mayor) (Hearing on 06/16/26)

This Budget Ordinance was introduced and set for public hearing.

Approval of the Agenda and Consent Agenda as Amended

President Tunseth called for public comment:

Mako Haggerty, Homer, spoke in support of Resolution 2026-033.

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

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

Yes: 9 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, Truesdell, and Griebel

PRESENTATIONS WITH PRIOR NOTICE

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Tunseth called for public comment with none being offered.

MAYOR'S REPORT

Mayor's Report Cover Memo

[KPB-7753](#) Mayor's Memo

1. Assembly Requests/Responses - None

2. Agreements and Contracts

- a. [KPB-7754](#) Authorization to Award a Contract for RFP26-015 Auditorium Lighting Replacement Kenai Central High School
- b. [KPB-7755](#) Authorization to Award Seward Elevator Emergent Repair KPB Code Section 5.28.280 Proprietary Procurement
- c. [KPB-7764](#) Authorization to Award a contract for ITB26-030 Partial Roof Replacement-Skyview Middle School

3. Other

- a. [KPB-7756](#) Budget Revisions April 2026
- b. [KPB-7757](#) Revenue-Expenditure Report April 2026

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

[2026-19](#) An Ordinance Appropriating Funds for Fiscal Year 2027 (Mayor, Tunseth, Truesdell)

[Clerk's Note: The motion to enact Ordinance 2026-19 as amended was on the floor from the 05/19/26 meeting.]

President Tunseth called for public comment:

Morgan Woodard, spoke in support of Bear Creek Fire Service Area funding.
Brian Krauklis, spoke in support of school funding.

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

The motion to enact Ordinance 2026-19 as amended carried by the following vote:

Yes: 9 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, Truesdell, and Griebel

[2026-21](#) An Ordinance Amending Borough Code, KPB 2.45.050, Adopting the Updated Kenai Peninsula Borough Emergency Operations Plan and Providing for Periodic Updates (Mayor)

Truesdell moved to enact Ordinance 2026-21.

President Tunseth called for public comment with none being offered.

The motion to enact Ordinance 2026-21 carried by the following vote:

Yes: 9 - Tunseth, Cooper, Ecklund, Dunne, Eicher, Niesen, Hicks, Truesdell, and Griebel

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

[2026-032](#)

A Resolution Setting the Rate of Levy for Real and Personal Property Taxes for the Kenai Peninsula Borough and for Service Areas Within the Borough for Fiscal Year 2027, Tax Year 2026 (Mayor)

Niesen moved to adopt Resolution 2026-032.

President Tunseth called for public comment:

Greg Haas, Bear Creek, spoke in support of reducing the Bear Creek Fire Service Area mill rate.

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

Ecklund moved to amend Resolution 2026-032 as follows:

SECTION 2 to read, "That in addition to any other rate or rates of levy applicable for other purposes, the rate of levy of taxes on all real and personal property within the Bear Creek Fire Service Area for said area for the Fiscal Year 2027 is hereby set at [~~3.25~~] 2.75 mills on each one dollar of assessed value as determined by the assessment roll and any supplemental rolls hereafter certified by the Borough Assessor."

Assembly Member Eicher spoke in opposition to the Ecklund amendment.

The motion to amend Resolution 2026-032 failed by the following vote:

Yes: 2 - Ecklund, and Dunne

No: 7 - Tunseth, Cooper, Eicher, Niesen, Hicks, Truesdell, and Griebel

The motion to adopt Resolution 2026-032 carried by the following vote:

Yes: 8 - Tunseth, Cooper, Dunne, Eicher, Niesen, Hicks, Truesdell, and Griebel

No: 1 - Ecklund

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Tunseth called for public comment with none being offered.

ASSEMBLY COMMENTS

Assembly Member Dunne expressed appreciation to the Administration and staff for

their work on the budget. Mr. Dunne announced the Resilience and Security Advisory Commission was meeting via Zoom on June 10, 2026, at 6:30 p.m. and the Kachemak Bay National Estuarine Research Reserve Community Council Meeting was June 5, 2026, at 12:30 p.m.

Assembly Member Niesen thanked the Administration and staff for their work on the budget.

Assembly Member Griebel reported that he attended the Central Emergency Service Area meeting on May 21, 2026, at the new fire station facility and provided a brief update.

Assembly Member Hicks stated that he appreciated the opportunity to work with the Administration and his fellow Assembly members.

Assembly Member Eicher reported that he attended the Sterling Community Center fundraiser on May 30, 2026. He also thanked the Administration and staff for making the budget process easier for Assembly members.

Assembly Member Truesdell stated that he attended the Board of Education meeting on June 1, 2026, and provided a brief update. He congratulated the Soldotna High School boys' soccer team on winning the state championship title and thanked everyone for their efforts throughout the budget process.

Assembly Member Ecklund provided additional comments regarding her amendment to Resolution 2026-032.

Vice President Cooper commented on the budget process and announced the Homer Harbor Fest was June 5-6, 2026.

President Tunseth recognized the Mayor and Borough staff for their hard work on various projects throughout the Borough. Mr. Tunseth stated that it had been a pleasure working with all Assembly members and thanked them for their leadership in committee meetings and their service as Assembly liaisons.

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. June 16, 2026 6:00 PM
Regular Assembly Meeting
Betty J. Glick Assembly Chambers
Borough Administration Building
Remote participation available through Zoom
Meeting ID: 897 1694 8642 Passcode: 075938

ADJOURNMENT

With no further business to come before the assembly, President Tunseth adjourned the meeting at 7:38 p.m.


I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of June 2, 2026.

Michele Turner, MMC, Borough Clerk

Approved by the Assembly: _____

Kenai Peninsula Borough
Office of the Borough Mayor

MAYOR'S REPORT TO THE ASSEMBLY

TO: Members, Kenai Peninsula Borough Assembly
FROM: Peter A. Micciche, Kenai Peninsula Borough Mayor 
DATE: June 16, 2026

Assembly Request / Response

- a. None

Agreements and Contracts

- a. Corrected- Authorization to Award a Contract for ITB26-029 Boiler Replacement Skyview Middle School

Other

- a. Certification of the 2026 Mail Roll Assessment
- b. Tax Adjustment Request Approval

Kenai Peninsula Borough Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

THRU: John Hedges, Purchasing & Contracting Director *JH*

FROM: Carmen Vick, Maintenance Foreman *CV*

DATE: May 21, 2026

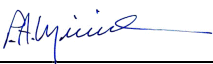
RE: **Corrected** - Authorization to Award a Contract for ITB26-029 Boiler Replacement Skyview Middle School

The Maintenance Department formally solicited and received bids for the ITB26-029 Boiler Replacement Skyview Middle School. Bid packets were released on April 7, 2026 and the Invitation to Bid was advertised on Bid Express from April 7 – 30, 2026.

The project consists of providing all labor, materials and equipment to procure, remove and replace boilers, DHW, pumps, controls and related equipment per contract documents.

On the due date of April 30, 2026, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$1,173,000.00 was submitted by Norcoast Mechanical, Anchorage, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 400-71180-SKYBO-43780.



 Peter A. Micciche, Borough Mayor

5/29/2026

 Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	400-71180-SKYBO-43780
Amount:	\$1,173,000.00
By: <i>CV JH</i>	Date: 5/22/2026

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB26-029 Boiler Replacement Skyview Middle School

CONTRACTOR	LOCATION	BASE BID
Norcoast Mechanical	Anchorage, Alaska	\$1,549,000.00

DUE DATE: April 30, 2026

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Assessing Department

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor *PA*
FROM: Adeena Wilcox, Borough Assessor *AW*
DATE: June 1, 2026
RE: Certification of the 2026 Main Roll Assessment

The undersigned, duly qualified and appointed Assessor of the Kenai Peninsula Borough, does hereby certify that the following is the total valuation contained in the 2026 Main Assessment Roll as of June 1, 2026.

The total assessed value for the Kenai Peninsula Borough, including all properties on this assessment roll is as follows:

PERSONAL PROPERTY	REAL PROPERTY	OIL PROPERTY	TOTAL PROPERTY
\$406,446,652	\$21,272,181,700	\$1,814,655,620	\$23,493,283,972

The total taxable value for the Kenai Peninsula Borough is as follows:

PERSONAL PROPERTY	REAL PROPERTY	OIL PROPERTY	TOTAL PROPERTY
\$380,021,137	\$9,402,227,800	\$1,814,655,620	\$11,596,904,557

Adeena D Wilcox
Adeena Wilcox, Borough Assessor

**2026 CERTIFIED MAIN ROLL
UPDATED**

**KENAI PENINSULA BOROUGH
SUMMARY OF COMBINED PROPERTY VALUES**

Assessed Value before Exemptions

Assessed Value		VALUE
Personal Property	\$	406,446,652
Real Property	\$	21,272,181,700
Oil Property	\$	1,814,655,620
TOTAL BOROUGH ASSESSED	\$	23,493,283,972

Assessed Value after Exemptions

Taxable Value		VALUE
Personal Property	\$	380,021,137
Real Property	\$	9,402,227,800
Oil Property	\$	1,814,655,620
TOTAL BOROUGH TAXABLE	\$	11,596,904,557

**2026 CERTIFIED MAIN ROLL
UPDATED**

SERVICE AREA TAXABLE VALUES			
TAG 57	Bear Creek Fire Service Area		
		Assessed Value	Taxable Value
	REAL	417,501,700	295,271,700
	OIL	-	-
	PERSONAL	2,108,276	1,523,200
	TOTAL	419,609,976	296,794,900
TAG 54, 58, 70	Central Emergency Services Area		
		Assessed Value	Taxable Value
	REAL	6,359,968,100	3,801,466,400
	OIL	157,698,320	157,698,320
	PERSONAL	131,437,113	123,925,144
	TOTAL	6,649,103,533	4,083,089,864
TAG 30,53,54,55,58,61,63,70	Central Kenai Peninsula Hospital Service Area (TY18 & Prior)		
		Assessed Value	Taxable Value
	REAL	11,444,625,300	5,745,804,200
	OIL	1,537,514,450	1,537,514,450
	PERSONAL	229,829,473	215,517,482
	TOTAL	13,211,969,223	7,498,836,132
TAG 30,53,54,55,58,59,61,62,63,70	Central Kenai Peninsula Hospital Service Area (TY19 & Future)		
		Assessed Value	Taxable Value
	REAL	11,633,733,900	5,823,404,600
	OIL	1,637,027,470	1,637,027,470
	PERSONAL	231,438,649	217,039,624
	TOTAL	13,502,200,019	7,677,471,694
TAG 62,63,64	Central Peninsula Emergency Med		
		Assessed Value	Taxable Value
	REAL	175,639,300	9,212,400
	OIL	-	-
	PERSONAL	696,487	691,126
	TOTAL	176,335,787	9,903,526
TAG 81	Kachemak Emergency Service Area		
		Assessed Value	Taxable Value
	REAL	970,984,900	621,058,000
	OIL	-	-
	PERSONAL	12,134,730	11,432,067
	TOTAL	983,119,630	632,490,067
TAG 11,43,53,54,55,57,58,59,61,62,63,64,65,67,68,69,81	Road Service Area		
		Assessed Value	Taxable Value
	REAL	14,899,054,200	6,083,733,300
	OIL	1,772,866,930	1,772,866,930
	PERSONAL	259,379,558	248,213,689
	TOTAL	16,931,300,688	8,104,813,919
TAG 53, 55	Nikiski Fire Service Area		
		Assessed Value	Taxable Value
	REAL	2,921,396,000	974,184,700
	OIL	1,338,883,790	1,338,883,790
	PERSONAL	52,123,836	49,497,344
	TOTAL	4,312,403,626	2,362,565,834
TAG 55	Nikiski Senior Service Area		
		Assessed Value	Taxable Value

**2026 CERTIFIED MAIN ROLL
UPDATED**

	Assessed Value	Taxable Value
REAL	2,759,584,000	874,463,800
OIL	1,321,304,590	1,321,304,590
PERSONAL	47,395,692	45,617,681
TOTAL	4,128,284,282	2,241,386,071
<hr/>		
TAG 53,54,55	North Peninsula Recreation Area	
	Assessed Value	Taxable Value
REAL	2,971,442,100	974,184,700
OIL	1,395,107,820	1,395,107,820
PERSONAL	52,606,138	49,976,812
TOTAL	4,419,156,058	2,419,269,332
<hr/>		
TAG 40,41,43,57	Seward / Bear Creek Flood Service Area	
	Assessed Value	Taxable Value
REAL	1,332,208,800	688,280,500
OIL	-	-
PERSONAL	32,189,515	26,815,928
TOTAL	1,364,398,315	715,096,428
<hr/>		
TAG 20,21,52,59,62,64,65,68,80,81	South Kenai Peninsula Hospital Service Area (TY18 & Prior)	
	Assessed Value	Taxable Value
REAL	5,713,595,500	2,553,531,700
OIL	277,141,170	277,141,170
PERSONAL	105,050,737	99,992,504
TOTAL	6,095,787,407	2,930,665,374
<hr/>		
TAG 11,20,21,52,62,64,65,68,69,80,81	South Kenai Peninsula Hospital Service Area (TY19 & Future)	
	Assessed Value	Taxable Value
REAL	6,161,179,800	2,575,420,600
OIL	226,810,550	177,628,150
PERSONAL	153,339,222	98,891,337
TOTAL	6,541,329,572	2,851,940,087
<hr/>		
TAG 10,11	Seldovia RSA	
	Assessed Value	Taxable Value
REAL	183,078,700	88,435,800
OIL	-	-
PERSONAL	1,410,019	1,023,880
TOTAL	184,488,719	89,459,680
<hr/>		
TAG 59, 68	Western Emergency Services Area	
	Assessed Value	Taxable Value
REAL	1,060,810,200	616,916,700
OIL	259,995,250	259,995,250
PERSONAL	47,906,481	46,761,298
TOTAL	1,368,711,931	923,673,248
<hr/>		
ALL TAGS	KPB - Borough Wide	
	Assessed Value	Taxable Value
REAL	21,272,181,700	9,402,227,800
OIL	1,814,655,620	1,814,655,620
PERSONAL	406,446,652	380,021,137
TOTAL	23,493,283,972	11,596,904,557

Kenai Peninsula Borough
Assessing Department

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

FROM: Adeena Wilcox, Borough Assessor *AW*

DATE: June 3, 2026

RE: Tax Adjustment Request Approval

Attached is a spreadsheet of tax adjustment requests required by changes to the assessment roll. These adjustments are being submitted to the Finance Department for processing.

KPB Code 5.12.060: A tax adjustment request change to the tax assessment roll must be approved by the mayor upon request of the borough assessor.

I hereby certify that I have reviewed the tax adjustment requests submitted for your signature and I find them to be proper and correct.

DATED: June 3, 2026

Adeena Wilcox
Borough Assessor

APPROVED



Peter A. Micciche
Borough Mayor

JUNE TARS

	2026	2025	2024	2023	2022	2021
TAG 10 (assessed)						
(taxable)						
TAG 11 (assessed)						
(taxable)						
TAG 20 (assessed)						
(taxable)						
TAG 21 (assessed)						
(taxable)						
TAG 30 (assessed)	(\$214,700)					
(taxable)	\$0					
TAG 40 (assessed)						
(taxable)						
TAG 41 (assessed)						
(taxable)						
TAG 42 (assessed)						
(taxable)						
TAG 43 (assessed)						
(taxable)						
TAG 52 (assessed)						
(taxable)						
TAG 53 (assessed)						
(taxable)						
TAG 54 (assessed)						
(taxable)						
TAG 55 (assessed)						
(taxable)						
TAG 57 (assessed)	(\$6,200)					
(taxable)	(\$6,200)					
TAG 58 (assessed)	(\$40,600)	\$51,371	\$32,330			
(taxable)	(\$40,600)	\$51,371	\$32,330			
TAG 59 (assessed)						
(taxable)						
TAG 61 (assessed)						
(taxable)						
TAG 63 (assessed)						
(taxable)						
TAG 64 (assessed)						
(taxable)						
TAG 65 (assessed)						
(taxable)						
TAG 67 (assessed)						
(taxable)						
TAG 68 (assessed)						
(taxable)						
TAG 69 (assessed)						
(taxable)						
TAG 70 (assessed)						
(taxable)						
TAG 80 (assessed)						
(taxable)						
TAG 81 (assessed)						
(taxable)						
TOTAL ASSESSED	(\$261,500)	\$51,371	\$32,330	\$0	\$0	\$0
TOTAL TAXABLE	(\$46,800)	\$51,371	\$32,330	\$0	\$0	\$0
KPB FLAT TAX		(\$100)				

JUNE TARS CITY VALUES

	2026	2025	2024	2023	2022	2021
TAG 10 (assessed)						
(taxable)						
Seldovia Flat Tax						
TAG 20 (assessed)						
(taxable)						
Homer Flat Tax						
TAG 21 (assessed)						
(taxable)						
TAG 30 (assessed)	(\$214,700)					
(taxable)	\$0					
Disability Tax Credit						
TAG 40 (assessed)						
(taxable)						
TAG 41 (assessed)						
(taxable)						
TAG 70 (assessed)						
(taxable)						
Soldotna Flat Tax						
TAG 80 (assessed)						
(taxable)						
TOTAL ASSESSED	(\$214,700)	\$0	\$0	\$0	\$0	\$0
TOTAL TAXABLE	\$0	\$0	\$0	\$0	\$0	\$0
KPB FLAT TAX	\$0	\$0	\$0	\$0	\$0	\$0

TAX ADJUSTMENT REQUEST

ROLL/YEAR 2024 TAR NUMBER 58-24-058
 PARCEL ID 93586
 PRIMARY OWNER A & L CONSTRUCTION INC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$249,055</u>	<u>\$281,385</u>
KPB TAXABLE (VT 1003)	<u>\$149,055</u>	<u>\$181,385</u>
CITY ASSESSED (VT 1011)	<u>\$0</u>	<u>\$0</u>
CITY TAXABLE (V 1013)	<u>\$0</u>	<u>\$0</u>

EXPLANATION 2024 MAIN ROLL AUDIT FOR 2024-2025. FOUND UNREPORTED ASSETS.

		CHANGE SUMMARY
DATE	<u>05/01/26</u>	KPB ASSESSED <u>\$32,330</u>
SUBMITTED BY	<u>CSNYDER</u>	KPB TAXABLE <u>\$32,330</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED <u>\$0</u>
		CITY TAXABLE <u>\$0</u>
		KPB FLAT TAX <u></u>
		CITY FLAT TAX <u></u>

Callastre Values	Class	Value Type	Attribute	Subsidiary Attribute	Previous Amount	Amount
Default - Default Value Group	Appraised	Improvement Market Value			\$249,055.00	\$281,385.00
		TAG			58.00	59.00
		TAG.1d			58.00	59.00
	Assessed	Furniture, Fixtures & Equipment			\$249,055.00	\$281,385.00
		Personal Property Assessed Value			\$249,055.00	\$281,385.00
		Total Assessed Value - City			0	0
		Total Borough Optional Exempt Value			\$100,000.00	\$100,000.00
		Total City Optional Exempt Value			0	0
		Total Assessed Value - Borough			\$249,055.00	\$281,385.00
	Taxable	City Taxable Value	58 - CENTRAL EMERGENCY SERVICES		0	0
	Exemption	Exemption Value City	58 - CENTRAL EMERGENCY SERVICES		0	0
		Op PP Bor \$100K Exe Value			\$100,000.00	\$100,000.00
		Op PPV 100K Exemption			\$100,000.00	\$100,000.00
		Op PPV Borough \$100K Exemption			\$100,000.00	\$100,000.00
		Op PPV Cty \$100K Exemption			\$100,000.00	\$100,000.00
		Penalty Flag			\$1.00	\$1.00
		Exemption Value Borough			\$100,000.00	\$100,000.00
	Date	Year of Callastre			2024.000000000000	2024.000000000000
		Effective date of value change			20240101.0000000000	20240101.0000000000

TAX ADJUSTMENT REQUEST

ROLL/YEAR 2025 TAR NUMBER 58-25-049

PARCEL ID 93586

PRIMARY OWNER A & L CONSTRUCTION INC

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u></u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$234,816</u>	<u>\$286,187</u>
KPB TAXABLE (VT 1003)	<u>\$134,816</u>	<u>\$186,187</u>
CITY ASSESSED (VT 1011)	<u>\$0</u>	<u>\$0</u>
CITY TAXABLE (V 1013)	<u>\$0</u>	<u>\$0</u>

EXPLANATION 2025 MAIN ROLL AUDIT FOR 2024-2025. FOUND UNREPORTED ASSETS.

CHANGE SUMMARY

DATE	<u>05/01/26</u>	KPB ASSESSED	<u>\$51,371</u>
SUBMITTED BY	<u>CSNYDER</u>	KPB TAXABLE	<u>\$51,371</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

Cadastral Values		Expand to Filter Values	
Class	Value Type	Attribute	Secondary Attribute
Appraised	Improvement Market Value	Amount	Amount
Default - Default Value Group		\$734,816.00	\$286,187.00
	TAG	58.00	58.00
	TAG.id	58.00	58.00
Assessed	Furniture, Fixtures & Equipment	\$234,816.00	\$286,187.00
	Personal Property Assessed Value	\$234,816.00	\$286,187.00
	Total Assessed Value - City	0	0
	Total Borough Optional Exempt Value	\$100,000.00	\$100,000.00
	Total City Optional Exempt Value	0	0
	Total Assessed Value - Borough	\$234,816.00	\$286,187.00
Taxable	City Taxable Value	0	0
Exemption	Exemption Value City	\$134,816.00	\$186,187.00
	OP PP Bor \$100K Exemption	0	0
	OP PPV 100K Exemption	\$100,000.00	\$100,000.00
	OP PPV Borough \$100K Exemption	\$100,000.00	\$100,000.00
	OP PPV City \$100K Exemption	\$100,000.00	\$100,000.00
	Exemption Value Borough	\$100,000.00	\$100,000.00
Date	Year of Cadastre	2025.000000000000	2025.000000000000
	Effective date of value change	20250101.000000000000	20250101.000000000000

TAX ADJUSTMENT REQUEST

ROLL/YEAR 2025 TAR NUMBER 58-25-050
 PARCEL ID 104169
 PRIMARY OWNER HOLLAND, ANDREW K

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u></u>
BOAT CLASS/COUNT	<u></u>	<u></u>
PLANE CLASS/COUNT	<u>ACF 2</u>	<u></u>
KPB ASSESSED (VT 1001)	<u>\$0</u>	<u>\$0</u>
KPB TAXABLE (VT 1003)	<u>\$0</u>	<u>\$0</u>
CITY ASSESSED (VT 1011)	<u>\$0</u>	<u>\$0</u>
CITY TAXABLE (V 1013)	<u>\$0</u>	<u>\$0</u>

EXPLANATION OWNER PROVIDED DOCUMENTS SHOWING AIRCRAFT WAS NOT EVER LOCATED
IN KENAI PENINSULA BOROUGH, TAR 2025 TAX BILL, FLAT RATE TAX \$100.

	CHANGE SUMMARY
DATE <u>04/20/26</u>	KPB ASSESSED <u>\$0</u>
SUBMITTED BY <u>E. HERRIN</u>	KPB TAXABLE <u>\$0</u>
VERIFIED BY <u>C. FINLEY</u>	CITY ASSESSED <u>\$0</u>
	CITY TAXABLE <u>\$0</u>
	KPB FLAT TAX <u>(\$100)</u>
	CITY FLAT TAX <u></u>

MANIFEST CLERICAL ERROR - CHECKLIST

The assembly may correct manifest clerical errors made by the borough in an assessment notice, tax statement or other borough tax record at any time. A manifest clerical error is a typographical, computational or other similar error readily apparent from the assessment notice, tax statement or other borough tax record and made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties.

Parcel ID / Acct # 00104169

- X Typographical, computational or other similar error?
Identify & Describe:
OWNER PROVIDED DOCUMENTS SHOWING AIRCRAFT WAS NEVER LOCATED IN KENAI PENINSULA BOROUGH. TAR OFF 2025 TAX BILL.
- X Readily apparent from the assessment notice, tax statement or other borough tax record?
Identify & Describe:
OWNER PROVIDED DOCUMENTS SHOWING AIRCRAFT WAS NEVER LOCATED IN KENAI PENINSULA BOROUGH. TAR OFF 2025 TAX BILL.
- X Made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties?
Identify & Describe:
OWNER PROVIDED DOCUMENTS SHOWING AIRCRAFT WAS NEVER LOCATED IN KENAI PENINSULA BOROUGH. TAR OFF 2025 TAX BILL.

Certified Value	Land	
	Improvements	
	Personal Property	
	Total	\$0

Adjusted Value	Land	
	Improvements	
	Personal Property	
	Total	\$0

Prepared by E. HERRIN 4/20/2026
Date

Approved by *Adrian Dwyer* 4/20/26
Department Director Date

Cadastre Values		Value Type		Attribute		Secondary Attribute		Expand to Filter Values	
Class	Value Type	Attribute	Secondary Attribute	Previous Amount	Amount				
Default - Default Value Group	Aircraft Fixed Class 2 Count				1,000				
Appraised	Improvement Market Value				0				
	TAG				58,000				
	TAG.Id				58,000				
Assessed	Personal Property Assessed Value				0				
	Total Assessed Value - City				0				
	Total City Optional Exempt Value				0				
	Total Assessed Value - Borough				0				
Taxable	City Taxable Value		58 - CENTRAL EMERGENCY SERVICES		0				0
	Taxable Value - Borough				0				0
Exemption	Exemption Value City		58 - CENTRAL EMERGENCY SERVICES		0				0
	OP PP Bor \$100K Exe Value				0				0
	OP PPV 100K Exemption				\$100,000.00				\$100,000.00
	OP PPV Borough \$100K Exemption				\$100,000.00				\$100,000.00
	OP PPV City \$100K Exemption				\$100,000.00				\$100,000.00
	OP PPV City \$100K Exemption		58 - CENTRAL EMERGENCY SERVICES		\$100,000.00				\$100,000.00
	Penalty Flag				\$1.00				\$1.00
	Exemption Value Borough				0				0
Date	Year of Cadastre				2025,0000000000				2025,0000000000
	Effective date of value change				20250101,0000000000				20250101,0000000000

TAX ADJUSTMENT REQUEST

ROLL/YEAR 2026

TAR NUMBER 30-26-001

PARCEL ID 045-153-45

PRIMARY OWNER RITA VICTORIA HERRMANN

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>30</u>	<u>30</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>31,100</u>	<u>31,100</u>
IMPROVEMENT ASSESSED (VT5)	<u>240,300</u>	<u>25,600</u>
KPB ASSESSED (VT 1001)	<u>271,400</u>	<u>56,700</u>
KPB TAXABLE (VT 1003)	<u>0</u>	<u>0</u>
CITY ASSESSED (VT 1011)	<u>271,400</u>	<u>56,700</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION HOUSE FIRE 1-22-2026 STATE FARM REPAIR ESTIMATE \$ 214,700

CHANGE SUMMARY

DATE	<u>06/02/26</u>	KPB ASSESSED	<u>(\$214,700)</u>
SUBMITTED BY	<u>SR</u>	KPB TAXABLE	<u>\$0</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>(\$214,700)</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u></u>
		CITY FLAT TAX	<u></u>

045-153-45						
TAG 30		Number of Days	Mill Rate	Yearly Tax	Daily Tax	Adjusted Yearly Tax
Original Taxable Value KPB	\$ -	22	3.86	\$0.00	\$0.00	\$0.00
City Taxable Value Value	\$ 121,400	22	4.35	\$528.09	\$1.45	\$31.83
Adjusted Taxable Value	\$ 121,400	343	3.86	\$468.60	\$1.28	\$440.36

Adjusted Yearly Tax Due	Total Due	\$472.19
	KPB Total	\$440.36
Yearly Adjusted Taxable Value for KPB		114,082.74
Taxable Value for City		121,400

Original Yearly Tax Due

\$528.09

Difference

\$55.90

Default - Default Value Group	Legal Acres	.70 Acres	.70 Acres
Appraised	Improvement Market Value	\$240,300.00	\$240,300.00
	Land Market Value	\$31,100.00	\$31,100.00
Assessed	TAG	30.00	30.00
	TAG.Id	30.00	30.00
	Improvements	\$240,300.00	\$240,300.00
	Land	\$31,100.00	\$31,100.00
	Parcel Assessed Value	0	0
	Personal Property Assessed Value	\$271,400.00	\$271,400.00
	Qualified for Exemption	\$271,400.00	\$271,400.00
	Total Assessed Value - City	\$121,400.00	\$121,400.00
	Total Borough Optional Exempt Value	0	0
	Total City Optional Exempt Value	\$150,000.00	\$150,000.00
	Total Mandatory Exempt Value	\$31,100.00	\$31,100.00
	Land Assessed Value	\$240,300.00	\$240,300.00
	Improvement Assessed Value	\$271,400.00	\$271,400.00
Taxable	Total Assessed Value - Borough	\$271,400.00	\$271,400.00
	City Taxable Value	\$121,400.00	\$121,400.00
Exemption	Taxable Value - Borough	0	0
	BOROUGH SENIOR Exempt Value	\$271,400.00	\$271,400.00
	Cap for Senior Exemption	\$150,000.00	\$150,000.00
	Days at Disaster Value	30 - KENAI CITY	30 - KENAI CITY
	Exemption Value City	\$150,000.00	\$150,000.00
	OP Senior Resident >150k Exempt Value	\$121,400.00	\$121,400.00
	Residential Exemption	\$75,000.00	\$75,000.00
	Senior Citizen Exemption	\$150,000.00	\$150,000.00
	Senior Mandatory Exempt Value	\$150,000.00	\$150,000.00
	Senior Mandatory Imp	\$150,000.00	\$150,000.00
	Taxable Value after Disaster	\$121,400.00	\$121,400.00
	Working Improvement Assessed Value	\$240,300.00	\$240,300.00
	Exemption Value Borough	\$271,400.00	\$271,400.00
Date	Year of Cadastre	2026.000000000000	2026.000000000000
	Effective date of value change	20260101.000000000000	20260101.000000000000

TAX ADJUSTMENT REQUEST

ROLL/YEAR 2026

TAR NUMBER 58-26-001

PARCEL ID 066-103-20

PRIMARY OWNER MARCY DAVIS

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>58</u>	<u>58</u>
CLASS CODE	<u>110</u>	<u>110</u>
LAND ASSESSED (VT4)	<u>29,000</u>	<u>29,000</u>
IMPROVEMENT ASSESSED (VT5)	<u>223,600</u>	<u>183,000</u>
KPB ASSESSED (VT 1001)	<u>252,600</u>	<u>212,000</u>
KPB TAXABLE (VT 1003)	<u>252,600</u>	<u>212,000</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION APPRAISER ADDED A DETACHED GARAGE TWICE. REMOVED DET GAR 07.

CHANGE SUMMARY

DATE	<u>05/19/26</u>	KPB ASSESSED	<u>(\$40,600)</u>
SUBMITTED BY	<u>SR</u>	KPB TAXABLE	<u>(\$40,600)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED	<u>\$0</u>
		CITY TAXABLE	<u>\$0</u>
		KPB FLAT TAX	<u> </u>
		CITY FLAT TAX	<u> </u>

MANIFEST CLERICAL ERROR - CHECKLIST

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Parcel ID / Acct # 066-103-20

X _____ Typographical, computational or other similar error?
Identify & Describe:
DETACHED GARAGE ADDED TWICE

X _____ Readily apparent from the assessment notice, tax statement or other borough tax record?
Identify & Describe:
YES

X _____ Made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties?
Identify & Describe:
FIELD INSPECTION

Certified Value	Land	
	Improvements	
	Personal Property	
	Total	\$0

Adjusted Value	Land	\$29,000
	Improvements	\$183,000
	Personal Property	
	Total	\$212,000

Prepared by SR 5/19/2026

Approved by *Debra Dwyer* 6/2/26
 Department Director Date

Class	Value Type	Attribute	Secondary Amount	Previous Amount	Expand to Filter Values
Default - Default Value Group	Legal Acres			.97 Acres	.97 Acres
Appraised	Improvement Market Value			\$223,600.00	\$183,000.00
	Land Market Value			\$29,000.00	\$29,000.00
	TAG			58.00	58.00
	TAG.id			58.00	58.00
Assessed	Improvements			\$223,600.00	\$183,000.00
	Land			\$29,000.00	\$29,000.00
	Parcel Assessed Value			\$252,600.00	\$212,000.00
	Personal Property Assessed Value			0	0
	Qualified for Exemption			\$252,600.00	\$212,000.00
	Total Assessed Value - City			0	0
	Total City Optional Exempt Value			0	0
	Land Assessed Value			\$29,000.00	\$29,000.00
	Improvement Assessed Value			\$223,600.00	\$183,000.00
	Total Assessed Value - Borough			\$252,600.00	\$212,000.00
Taxable	City Taxable Value	58 - CENTRAL EMERGENCY SERVICES		0	0
	Taxable Value - Borough			\$252,600.00	\$212,000.00
Exemption	Exemption Value City	58 - CENTRAL EMERGENCY SERVICES		0	0
	Working Improvement Assessed Value			\$223,600.00	\$183,000.00
	Exemption Value Borough			0	0
Date	Year of Cadastre			2026.0000000000	2026.0000000000
	Effective date of value change			20260101.0000000000	20260101.0000000000

TAX ADJUSTMENT REQUEST

ROLL/YEAR 2026

TAR NUMBER 57-26-001

PARCEL ID 800-360-29

PRIMARY OWNER PAUL V SHOTT

	CURRENT VALUE	CORRECTED VALUE
TAG	<u>57</u>	<u>57</u>
CLASS CODE	<u>131</u>	<u></u>
LAND ASSESSED (VT4)	<u>0</u>	<u>0</u>
IMPROVEMENT ASSESSED (VT5)	<u>6,200</u>	<u>0</u>
KPB ASSESSED (VT 1001)	<u>6,200</u>	<u>0</u>
KPB TAXABLE (VT 1003)	<u>6,200</u>	<u>0</u>
CITY ASSESSED (VT 1011)	<u>0</u>	<u>0</u>
CITY TAXABLE (VT 1013)	<u>0</u>	<u>0</u>

EXPLANATION OWNER CALLED IN TO INFORM US MOBILEHOME WAS REMOVED FROM PARK
IN 2024. STAFF INSPECTION AND PARCEL PHOTO SHOWS MOBILEHOME WAS REMOVED.

		CHANGE SUMMARY
DATE	<u>04/09/26</u>	KPB ASSESSED <u>(\$6,200)</u>
SUBMITTED BY	<u>E.HERRIN</u>	KPB TAXABLE <u>(\$6,200)</u>
VERIFIED BY	<u>C. FINLEY</u>	CITY ASSESSED <u>\$0</u>
		CITY TAXABLE <u>\$0</u>
		KPB FLAT TAX <u></u>
		CITY FLAT TAX <u></u>

MANIFEST CLERICAL ERROR - CHECKLIST

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Parcel ID / Acct # 800-360-29

 X **Typographical, computational or other similar error?**
Identify & Describe:
STAFF INSPECTION AND PARCEL PHOTO SHOWS MOBILEHOME WAS REMOVED FROM THE PARK.

 X **Readily apparent from the assessment notice, tax statement or other borough tax record?**
Identify & Describe:
STAFF INSPECTION AND PARCEL PHOTO SHOWS MOBILEHOME WAS REMOVED FROM THE PARK.

 X **Made by a borough employee in the performance of typing, record keeping, filing, measuring, or other similar duties?**
Identify & Describe:
STAFF INSPECTION AND PARCEL PHOTO SHOWS MOBILEHOME WAS REMOVED FROM THE PARK.

Certified Value	Land	\$0
	Improvements	\$6,200
	Personal Property	_____
	Total	\$6,200

Adjusted Value	Land	\$0
	Improvements	\$0
	Personal Property	\$0
	Total	\$0

Prepared by E. HERRIN 4/9/2026

Approved by *[Signature]* 4/9/26
 Department Director Date

Cadastre Value		Expand to Filter Values	
Class	Value Type	Attribute	Secondary Attribute
Appraised	Improvement Market Value	Amount	Amount
Default - Default Value Group	Improvement Market Value	\$5,200.00	0
	TAG	57.00	57.00
	TAG.Id	57.00	57.00
Assessed	Improvements	\$6,200.00	0
	Parcel Assessed Value	\$6,200.00	0
	Personal Property Assessed Value	0	0
	Qualified for Exemption	0	0
	Total Assessed Value - City	\$6,200.00	0
	Total City Optional Exempt Value	0	0
	Improvement Assessed Value	\$6,200.00	0
	Total Assessed Value - Borough	\$6,200.00	0
Taxable	City Taxable Value	0	0
	Taxable Value - Borough	\$6,200.00	0
Exemption	Exemption Value City	0	0
	Working Improvement Assessed Value	\$6,200.00	0
	Exemption Value Borough	0	0
Data	Year of Cadastre	2026.0000000000	2026.0000000000
	Effective date of value change	20260101.0000000000	20260101.0000000000

Introduced by: Mayor
Date: 06/02/26
Hearing: 06/16/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-44**

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN SOLDOTNA, ALASKA, ON BEHALF OF CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA, APPROPRIATING FUNDS FROM THE CENTRAL KENAI PENINSULA HOSPITAL SERVICE AREA PLANT REPLACEMENT AND EXPANSION FUND, AND AUTHORIZING AN AMENDMENT TO THE OPERATING AGREEMENT WITH CENTRAL PENINSULA GENERAL HOSPITAL, INC.

WHEREAS, the Kenai Peninsula Borough (KPB) Central Kenai Peninsula Hospital Service Area owns and provides for the operation of Central Peninsula Hospital related medical facilities, and campus (CPH) medical facilities for the Operating Agreement with Central Peninsula General Hospital, Inc. (CPGH, Inc.) for the operation of CPH on behalf of the service area; and

WHEREAS, this ordinance will authorize the purchase of two parcels of property to address immediate and long-term needs of the service area, the property proposed for purchase consists of two platted lots under common ownership, specifically one vacant lot (0.87 acres) and one developed lot (0.99 acres) with a 5,980 square foot commercial building located immediately adjacent to the main CPH campus property; and

WHEREAS, the CPGH, Inc. Board of Directors, at its regularly scheduled meeting held on _____, 2026, adopted Board Resolution 2026-____ approving the purchase of the Property; and

WHEREAS, the KPB Planning Commission, at its regularly scheduled meeting held on _____, 2026, recommended _____;

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

SECTION 1. That this is a non-code ordinance.

SECTION 2. That the Assembly approves the purchase of the following-described real property as it furthers the purposes of the Central Kenai Peninsula Hospital Service Area as it secures additional area for future management and potential expansion:

LOTS 1A AND 2A, BUXTON SUBDIVISION, BICUSPID ADDITION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER 2002-78, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
(PARCEL NO'S. 05910066 AND 05910067) (the "Property")

SECTION 3. That the terms and conditions substantially in the form of the Purchase Agreement accompanying this ordinance are hereby approved. The purchase price will be \$1,980,000 for the Property, plus closing and due diligence costs not to exceed \$50,000, for a total cost of \$2,030,000.

SECTION 4. That \$2,030,000 is appropriated from the Central Kenai Peninsula Hospital Service Area Plant Replacement and Expansion Fund to Account No. 490.81110.26CHA.49999 for the purchase, estimated closing costs of the Property and admin service fee.

SECTION 5. That revenues derived from any future lease of the real property described in Section 2 must be deposited monthly, within 10 days of receipt, into the Central Kenai Peninsula Hospital Service Area Plant Replacement and Expansion Fund Account No. 490.20602 until which time the Central Kenai Peninsula Hospital Service Area Plant Replacement and Expansion Fund recovers the cost of the property acquisition approved by this ordinance.

SECTION 6. That the Property is zoned "Limited Commercial", pursuant to the City of Soldotna zoning code, and will be classified by KPB as "Government" for KPB management purposes, pursuant to KPB 17.10.080.

SECTION 7. That the terms and conditions substantially in the form of the Purchase Agreement accompanying this ordinance are hereby approved, and the Mayor is authorized to execute any and all documents necessary to purchase the Property.

SECTION 8. That upon closing on the Property, the Mayor is authorized to execute an amendment to the Operating Agreement with CPGH, Inc. to incorporate into Exhibit A of the Operating Agreement the real property described above and approved for purchase by this ordinance.

SECTION 9. That appropriations made in this ordinance are project length in nature and as such do not lapse at the end of any particular fiscal year.

SECTION 10. That if any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 11. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Brandi Harbaugh, Finance Director *BH*
Robert Ruffner, Planning Director *RR*
Aaron Hughes, Land Management Officer *AH*

FROM: Jennifer Shields, Land Management Agent *JS*

DATE: May 20, 2026

RE: Ordinance 2026-19- 44, Authorizing the Acquisition of Real Property in Soldotna, Alaska, on Behalf of Central Kenai Peninsula Hospital Service Area, Appropriating Funds from the Central Kenai Peninsula Hospital Service Area Plant Replacement and Expansion Fund, and Authorizing an Amendment to the Operating Agreement with Central Peninsula General Hospital, Inc. (Mayor)

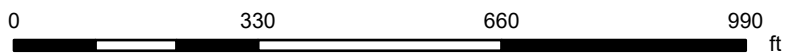
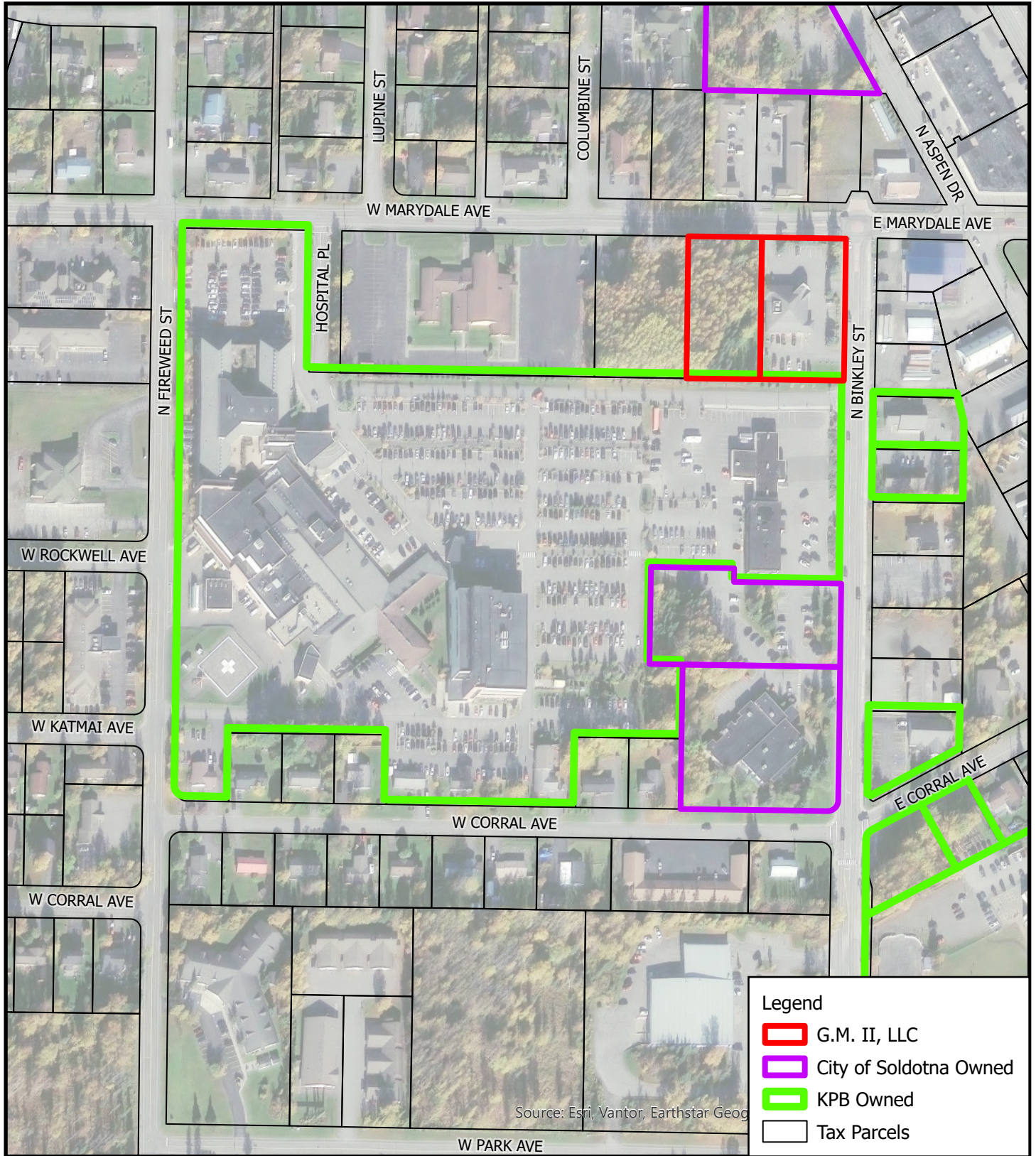
The Kenai Peninsula Borough (KPB) owns and provides for the operation of Central Peninsula Hospital, related medical facilities, and campus (CPH) under an Operating Agreement with Central Peninsula General Hospital, Inc. (CPGH, Inc). Real property located immediately adjacent to the main CPH campus and under common, private ownership has now become available for purchase. Specifically, the property consists of two platted lots: one vacant lot (0.87 acres) and one developed lot (0.99 acres) with a 5,980 square foot commercial building. The strategic acquisition of the subject lots will help to secure additional flexibility and longevity for the CPH campus.

The total negotiated purchase amount for both lots is \$1,980,000.00, based upon appraisal values submitted by the seller of \$230,000.00 for the vacant lot and \$1,750,000.00 for the developed lot. An additional \$50,000.00 is being proposed to cover due diligence costs and closing fees related to the acquisition. The subject properties are located within the City of Soldotna’s Limited Commercial (LC) Zoning District. Medical and public service offices are principally permitted uses in the City’s LC Zoning District. The ordinance also provides for the classification of the subject parcel as “Government”.

The ordinance authorizes the purchase of the subject parcel and appropriates \$2,030,000.00 from the Central Kenai Peninsula Hospital Service Area Plant Replacement and Expansion Fund to cover costs associated with the purchase.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>490.20602</u>	Amount: <u>\$2,030,000</u>
By: <u><i>CS</i></u>	Date: <u>5/20/2026</u>

Your consideration is appreciated.



LMD 26-13
Parcel No.'s 05910066 & 05910067

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is made by and between G.M. II, LLC, as seller, whose address is P.O. Box 1781, Soldotna, AK 99669, (Seller) and the Kenai Peninsula Borough, an Alaska municipal corporation, as buyer, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB) (together, the Parties).

WHEREAS, Seller is the owner of that real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

LOTS 1A AND 2A, BUXTON SUBDIVISION, BICUSPID ADDITION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER 2002-78, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. (PARCEL NO'S. 05910066 AND 05910067) (the Property); and

WHEREAS, KPB has offered to buy, and Seller is willing to sell the Property as evidenced by this Agreement;

NOW THEREFORE, in consideration of the conditional promises herein contained, Seller hereby agrees to sell to KPB, and KPB hereby agrees to buy from Seller, the Property on the terms and conditions as set forth below:

1. PURCHASE PRICE

The purchase price of the Property is ONE MILLION NINE-HUNDRED EIGHTY THOUSAND DOLLARS (\$1,980,000.00). The purchase price must be paid by KPB at time of closing. The purchase of the Property and appropriation of funding for the purchase are subject to approval by the KPB Assembly.

2. EXPIRATION OF OFFER

Sellers must sign and return this Agreement to KPB on or before **May 12, 2026, at 4:00pm;** otherwise, this offer will terminate.

3. TITLE

Title must be delivered at time of closing by statutory warranty deed, which must be issued to KPB. Seller warrants and covenants that at the time of closing there will be no liens or judgments recorded against Seller in the same recording district in which the Property subject to this Agreement is situated. Title must be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record as agreed to by KPB.

4. ESCROW AND CLOSING COSTS

KPB agrees to pay for all buyer-related closing costs not otherwise addressed in this Agreement to include buyer closing and recording fees. Seller agrees to pay for seller-related closing costs, not otherwise addressed in this Agreement to include the ALTA Standard Owners Title Insurance policy, and seller closing and recording fees. Property taxes for the current year, if any, will be prorated to the date of closing. Seller is responsible for realtor's commission, and Seller's legal fees, if any; all unpaid taxes for prior years, if any; and all unpaid outstanding assessments, if any. All costs will be paid in full at the time of closing.

5. EXISTING LEASEHOLD

Seller has made KPB aware of an existing month to month leasehold interested in and to the subject property. As a condition of this agreement, Seller must appropriately notify the current tenant of the contemplated sale, and terminate the existing lease as of the date of closing. Any and all costs associated with terminating the lease will be the responsibility of the Seller.

6. CLOSING

Unless otherwise agreed to in writing, closing will occur on or before **July 31, 2026**, or as specifically agreed to by the Parties. At closing, KPB will pay the balance of the purchase price, subject to authorization by the KPB Assembly and appropriation of funds. Both Parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account.

7. POSSESSION

Possession will be delivered to KPB at time of recording unless otherwise agreed to in writing by the Parties.

8. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Property by KPB is subject to authorization by the KPB Assembly and appropriation of funds. If the KPB Assembly fails to authorize the purchase of the Property and appropriate funds, this Agreement will terminate without penalty.

9. EXCHANGE

If Seller intends for this transaction to be part of a Section 1031 like-kind exchange, KPB agrees to cooperate in the completion of the like-kind exchange provided KPB does not incur any additional liability or cost in doing so. If Seller intends for this transaction to be part of a Section 1031 like-kind exchange, Seller may assign its rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange.

10. DISCLOSURES

Seller hereby agrees to provide written property disclosures including any and all information regarding known defects, deficiencies, legal matters, environmental issues or hazards that may

be personally known by the Seller. If said written disclosures present a matter unsatisfactory to KPB, KPB may terminate this Agreement without penalty.

11. CONTINGENT ON INSPECTION / REVIEW

Closing of the contemplated purchase is contingent upon the satisfactory completion of a property inspection and environmental review of the Property satisfactory to KPB for its use and at KPB's expense. Seller must, upon reasonable notice, provide access to the Property for inspection purposes to KPB and its representatives. Any invasive inspection procedures require Seller's expressed permission and must promptly be repaired by KPB in a workman-like manner. Unless otherwise provided in writing, KPB will have 45 days from the date of full execution of this Agreement to complete its property inspection.

12. HAZARDOUS MATERIAL

Seller covenants to the best of Seller's knowledge that, as of the date of this Agreement, except as specifically identified herein, the Property is free of all contamination from petroleum products or any hazardous substance or hazardous waste, as defined by applicable state or federal law, and there are no underground storage tanks or associated piping on the Property. Seller agrees that no hazardous substances or wastes will be located on, nor stored on the Property or any adjacent property owned or leased by the Seller, owner, or contractors, nor will any such substance be owned, stored, used, or disposed of on the Property or any adjacent property by Seller, its agents, employees, contractors, or invitees, prior to KPB's ownership, possession, or control of the Property.

13. ENVIRONMENTAL CONTINGENCY

If, during the course of KPB's due diligence inspection of the Property pursuant to Section 11, "Contingent on Inspection/Review", KPB discovers the presence of environmental hazards on or released from the Property in any quantity or concentration exceeding the limits allowed by applicable law, or that is deemed undesirable by KPB, KPB will have the right to give notice to Seller accompanied by a copy or copies of the third-party report(s) disclosing and confirming the presence of such hazardous materials. The notice and accompanying third-party report must be given no later than 60 days from receipt of said report. The notice under this Section must state:

- (i) that KPB is terminating this Agreement due to the presence of such hazardous materials on or adversely affecting the Property; OR
- (ii) provide Seller 30 days from notice to provide a mitigation plan outlining steps taken by Seller to remedy said hazards to KPB's satisfaction at Seller's expense.

Following the notice and report described in this Section, the Parties may negotiate other resolutions as may be agreeable to the Parties in writing to be included as a part of this Agreement. In the event the Parties cannot agree in writing on a resolution to remedy any environmental concerns within 90 days of the notice, this Agreement will automatically terminate.

It is expressly understood that by execution of this Agreement, Seller hereby indemnifies KPB for any and all CERCLA-related claims, liabilities, or matters, unless otherwise provided for in this Agreement. Said indemnification will survive closing and termination of this Agreement. Upon successful close of escrow said indemnification will continue for a period of not less than 12 months, from the date of closing unless otherwise provided for in this Agreement.

If this Agreement is terminated pursuant to any report detailing environmental conditions that may or may not exist on the Property, such report(s) will remain confidential and proprietary. The report(s) will be marked as confidential and will not be released to a private individual, entity, or non-profit without express agreement of the Parties. Notwithstanding, the report will be released pursuant to a valid court order and may be released to the State of Alaska upon request.

14. DEFENSE AND INDEMNIFICATION

Seller must indemnify, defend, save, and hold KPB, 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 Seller's performance or failure to perform in accord with the terms of this Agreement in any way whatsoever. Seller will be responsible under this clause for any and all claims of any character resulting from Seller's or Seller'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 KPB or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, Seller will not be responsible for any damages or claims arising from the sole negligence or willful misconduct of KPB, its agents, or employees.

15. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the Parties with respect to the subject matter hereof. Any changes, additions, or deletions hereto must be made in writing and signed by both KPB and Seller or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, will be covenants constituting terms and conditions of the sale, and will continue in full force and effect until the purchase price is paid in full or this Agreement is earlier terminated.

16. BREACH REMEDY

Prior to closing of the sale, in the event that KPB or Seller fail to make any payment required, or fail to submit or execute any and all documents and papers necessary for closing and transfer of title within the time period specified in this Agreement, the Seller or KPB may:


- A. Demand the delinquent Party specifically perform on all of the duties and obligations under this Agreement; or
- B. Terminate this Agreement.

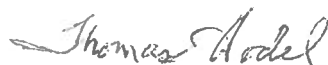
17. MISCELLANEOUS

- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Seller and the KPB Mayor. This Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts. KPB may cancel this Agreement without penalty in the event additional contracts required of this project are not secured.
- C. Notice. Any notice or demand which, under the terms of this Agreement or under any statute must be given or made by the Parties, must be in writing, and be given or made by registered or certified mail, addressed to the other party at the address shown on the Agreement. However, either party may designate in writing such other address to which such notice of demand may thereafter be so given, made or mailed. A notice given hereunder will be deemed received when deposited in a U.S. general or branch post office by the addressor.
- D. Interpretation. This Agreement will be deemed to have been jointly drafted by the Parties. It will be construed according to the fair intent of the language as a whole, not for or against either Party. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alaska. Any lawsuit brought arising from this Agreement must be filed in the superior court of the Third Judicial District, State of Alaska, located in the City of Kenai, Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- E. Condition of Property. Seller will deliver the Property in its as-is condition.
- F. Counterparts. This Agreement may be executed in counterpart, and may be executed by way of copy, facsimile or verified electronic signature in compliance with AS 09.80, and if so, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- G. This Agreement may only be amended in writing, which amendment document must be signed by the Parties.

KENAI PENINSULA BOROUGH:

SELLER: G.M. II, LLC


 Peter A. Midciche, Mayor (Date) 05/15/26

 5/12/26
 Thomas Hodel (Date)

 5-12-26
 Jarlyn Hodel (Date)

ATTEST:

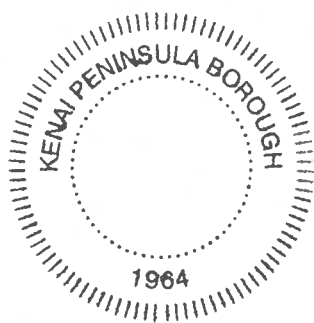
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Michele Turner, MMC
Borough Clerk



Wayne Cary
Deputy Borough Attorney



Introduced by: Mayor
Date: 06/02/26
Hearing: 06/16/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-45**

AN ORDINANCE APPROPRIATING FUNDS FROM THE SOUTH PENINSULA HOSPITAL SERVICE AREA OPERATING FUND TO BE TRANSFERRED TO THE SOUTH PENINSULA HOSPITAL SERVICE AREA CAPITAL PROJECT FUND FOR DEMOLITION AND SITE IMPROVEMENTS AT 324 WEST FAIRVIEW AVENUE, HOMER MEDICAL DISTRICT

WHEREAS, the Kenai Peninsula Borough (KPB) has entered into an Operating Agreement with South Peninsula Hospital, Inc. (SPHI) for operation of the South Peninsula Hospital and other related facilities, and to provide other healthcare programs and services, on a nonprofit basis in order to ensure the continued availability to the South Kenai Peninsula Hospital Service Area residents; and

WHEREAS, Ordinance 2025-19-06 authorized the purchase of the residential property at 324 West Fairview Avenue, Homer Medical District, which needs to be demolished in order to use the property for health care purposes within the service area and in support of the adjacent SPH clinic; and

WHEREAS, the SPHI Board, at its regularly scheduled meeting held on June ____, 2026, recommended _____; and

WHEREAS, the South Kenai Peninsula Hospital Service Area Board, at its regularly scheduled meeting held on June _____, 2026, recommended _____;

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

SECTION 1. That this is a non-code ordinance.

SECTION 2. That \$175,000 is appropriated from the South Peninsula Hospital Service Area Operating Fund, fund balance to be transferred to the South Peninsula Hospital Service Area Capital Project Fund account number 491.81210.26SHF.49999 to provide for the demotion and site improvements and related costs.

SECTION 3. That the appropriations made in this ordinance are project length in nature and as such do not lapse at the end of any particular fiscal year.

SECTION 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 5. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Purchasing & Contracting Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Brandi Harbaugh, Finance Director *BH*

FROM: John Hedges, Purchasing & Contracting Director *JH*

DATE: May 20, 2026

RE: Ordinance 2025-19-45, Appropriating Funds from the South Peninsula Hospital Service Area Operating Fund to be Transferred to the South Peninsula Hospital Capital Project Fund for Demolition and Site Improvements at 324 West Fairview Ave., Homer Medical District (Mayor)

The Kenai Peninsula Borough (KPB) has entered into an Operating Agreement with South Peninsula Hospital, Inc. (SPHI) for operation of the South Peninsula Hospital (SPH) and other related facilities, and to provide other healthcare programs and services, on a nonprofit basis in order to ensure the continued availability to the South Kenai Peninsula Hospital Service Area residents.

Ordinance 2025-19-06 authorized the purchase of the residential property at 324 West Fairview Ave, Homer Medical District, for health care purposes within the service area and in support of the adjacent SPH clinic. As identified in the informational memorandum accompanying Ordinance 2025-19-06, the current structure on the site is not fit for purpose, not suitable for renovation or repurposing, and needs to be demolished.

Demolition and site improvements are estimated at a cost not to exceed \$175,000.

Funds are available in the SPH Operating Fund

Your consideration is appreciated

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>602.27910</u> Amount: <u>\$175,000.00</u>	
By: <u><i>JH</i></u>	Date: <u>5/20/2026</u>

Introduced by: Mayor
Date: 08/05/25
Hearing: 08/19/25
Action: Enacted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-06**

AN ORDINANCE AUTHORIZING THE ACQUISITION, AND APPROPRIATING FUNDS FOR THE PURCHASE, OF FOUR PROPERTIES LOCATED IN HOMER, ALASKA ON BEHALF OF THE SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA

WHEREAS, the Kenai Peninsula Borough (KPB) has entered into an Operating Agreement with South Peninsula Hospital, Inc. (SPHI) for operation and management of South Peninsula Hospital and other medical facilities (SPH), and to provide other healthcare programs and services, on a nonprofit basis in order to ensure the continued availability to the South Kenai Peninsula Hospital Service Area (Service Area); and

WHEREAS, Land Management and SPHI have been coordinating to locate appropriate real property to address the immediate and long-term needs of SPHI and have identified the real property described in Sections 2, 4, 6, and 8 as suitable for SPHI expansion; and

WHEREAS, at its regular meeting of July 30, 2025, the SPHI Board of Directors recommended approval by the passage of SPHI Resolution 2025-16; and

WHEREAS, at its regular meeting of August 14, 2025, the South Kenai Peninsula Hospital Service Area Board recommended approval by the passage of SKPHSAB Resolution 2025-06; and

WHEREAS, its regular meeting of August 11, 2025, the KPB Planning Commission recommended approval by unanimous consent;

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

SECTION 1. That this is a non-code ordinance.

SECTION 2. That the Assembly approves the purchase of the following-described real property, (referred to herein a the “Walls et al. property”):

LOT 5, BLOCK 10, FAIRVIEW SUBDIVISION, ACCORDING TO PLAT 56-2936, IN THE HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
(PARCEL NO. 17506105)

SECTION 3. That \$515,000 is appropriated from the SPH Replacement and Expansion Fund Account No. 491.20602 to Account No. 491.81210.26SHD.49999 for the purchase and estimated closing costs for the Walls et al. Property.

SECTION 4. That the Assembly approves the purchase of the following-described real property (referred to herein a the “Lazy Bulldogs, LLC Property”):

LOT 4A, CHAMBERLAIN & WATSON SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER 50-24, RECORDS OF THE HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA AND SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 98-55.
(PARCEL NO. 17514409)

SECTION 5. That \$840,000 is appropriated from the SPH Plant Replacement and Expansion Fund Account No. 491.20602 to Account No. 491.81210.26SHD.49999 for the purchase and estimated closing costs for the Lazy Bulldogs, LLC Property.

SECTION 6. That the Assembly approves the purchase of the following-described real property (referred to herein a the “Pacific Premier Trust Property”):

LOT TWO (2), TSUNAMI VIEW SUBDIVISION, ACCORDING TO THE OFFICAL PLAT THEREOF, FILED UNDER PLAT NUMBER 2007-86, RECORDS OF THE HOMER REORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
(PARCEL NO. 17504022)

SECTION 7. That \$181,500 is appropriated from the SPH Plant Replacement and Expansion Fund Account No. 491.20602 to Account No. 491.81210.26SHD.49999 for the purchase and estimated closing costs for the Pacific Premier Trust Property.

SECTION 8. That the Assembly approves the purchase of the following-described real property (referred to herein a the “(Westwing, LLC Property”):

LOT 4, BLOCK 10, FAIRVIEW SUBDIVISION, ACCORDING TO PLAT 56-2936, IN THE HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
(PARCEL NO. 17506104)

SECTION 9. That \$565,000 is appropriated from the SPH Plant Replacement and Expansion Fund Account No. 491.20602 to Account No. 491.81210.26SHD.49999 for the purchase and estimated closing costs for the Westwing, LLC Property.

SECTION 10. That the Walls et al. and Westwing, LLC Properties are zoned “Medical”, the Lazy Bulldog, LLC Property is zoned “Central Business District”, and the Pacific Premier Trust Property is zoned “Rural Residential” pursuant to City of Homer zoning code. Further classification under KPB 17.10.080 of the subject properties is unnecessary due to the fact that classification is not zoning and the City’s zoning controls the applicable land uses.

SECTION 11. That the terms and conditions substantially in the form of the Purchase Agreements accompanying this ordinance are hereby approved, and the Mayor is authorized to execute any and all documents necessary to purchase the real property described above and approved for purchase by this ordinance.

SECTION 12. That fit-for-purposes testing, assessment, and analysis must be completed on the real property described above and approved for purchase by this ordinance prior to relinquishment to SPHI.

SECTION 13. That upon closing on the property described above and approved for purchase by this ordinance, the Mayor is authorized to amend the South Peninsula Hospital Operating Agreement with SPHI to incorporate the property into Exhibit A of the operating agreement to include the property described above and approved for purchase by this ordinance.

SECTION 14. That appropriations made in this ordinance are project length in nature and as such do not lapse at the end of any particular fiscal year.

SECTION 15. That if any provision of this ordinance or its application is determined to be invalid, the remaining provisions shall continue in full force and effect.

SECTION 16. That this ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 19TH DAY OF AUGUST, 2025.

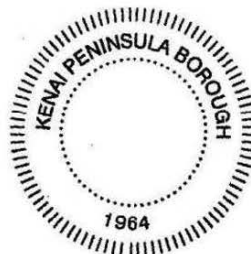


Peter Ribbens, Assembly President

ATTEST:



Michele Turner, CMC, Borough Clerk



Yes: Baisden, Cox, Cooper, Ecklund, Dunne, Johnson, Morton, Tunseth, Ribbens
No: None
Absent: None

Introduced by: Mayor
Date: 05/19/26
Hearing: 06/16/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2026-23**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF THE
NIKOLAEVSK SCHOOL PROPERTY TO ALASKA HOMESTEAD
EDUCATION, INC. IN SUPPORT OF COMMUNITY K-12 EDUCATION**

- WHEREAS,** this ordinance authorizes the as-is, where-is disposal of the former Kenai Peninsula Borough School District (KPBSD) Nikolaevsk School property to Alaska Homestead Education, Inc. (AHE) for Nikolaevsk K-12 Charter School purposes; and
- WHEREAS,** conveying the subject parcels to (AHE) will satisfy a community public charter school purpose, alleviate Kenai Peninsula Borough (KPB) from ongoing maintenance or holding costs associated with the property, and protect KPB's interests by providing that the property may revert back to KPB, at its discretion, should the property not be used for K-12 school purposes; and
- WHEREAS,** the purchase agreement provides for a sale price of \$2,000,000 with seller financing at 6% interest to be collected over ten equal annual installment amounts of \$202,526.64; and
- WHEREAS,** the installment payments will be deferred by KPB so long as the property is used for K-12 school purposes and a minimum of \$202,526.64 annually is contributed by AHE towards building maintenance and other building related operational costs; and
- WHEREAS,** in the event the minimum required amount is not contributed annually, the remaining balance will be deposited with KPB for future building maintenance use by AHE upon approval of the KPB Assembly; and
- WHEREAS,** should AHE fail to perform, all monies deposited with KPB by AHE will become the sole property of KPB; and
- WHEREAS,** this arrangement recognizes the unique attributes of the Nikolaevsk school property, that takes into consideration a cloud on title, the remote nature of the school property, the high holding costs and lack of alternative uses for the property, and the community request for a charter school space; and

WHEREAS, the KPB Planning Commission, at its regular meeting held on _____, 2026, recommended _____;

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

SECTION 1. That this is a non-code ordinance.

SECTION 2. That the real property described below is owned by the KPB and has been identified by Alaska Homestead Education, Inc. as necessary for the Nikolaevsk Charter School:

Tracts 1 and 48, Nikolaevsk Village Subdivision, According to Plat 75-40, Homer Recording District, Third Judicial District, State of Alaska.

Tract 53a, Nikolaevsk Village Subdivision, No.1, According to Plat No. 78-40, Homer Recording District, Third Judicial District, State of Alaska.

SECTION 3. That the Assembly authorizes the sale of the KPB-owned parcels identified in Section 2 pursuant to KPB 17.10.100(I).

SECTION 4. That the Alaska Homestead Education, Inc. warrants and covenants that in the event the property is not used for K-12 school purposes for a period of One Hundred and Twenty (120) months, the Title to the Property may revert back to the Seller, at the Seller's sole discretion. This Covenant shall attach to the Property and bind all successors and or assigns, until released by the Seller.

SECTION 5. The Assembly makes an exception to KPB 17.10.110 (notice of disposition). This exception is based on the following findings of fact pursuant to KPB 17.10.230:

1. Special circumstances or conditions exist.
 - a. The purpose of KPB 17.10.110 advertising requirement is to notify the public of an opportunity to purchase or lease KPB land. Advertising this conveyance to the Alaska Homestead Education, Inc. will not serve a useful purpose, and would cause delays that may negatively impact the transaction.
 - b. Conveyance of the KPB parcels in this manner is authorized by KPB 17.10.100(I).
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. This exception to the notice requirement is not necessary to preserve a substantial property right, and the assembly hereby authorizes exception to that finding requirement. For this disposal, the notice requirement is impractical, and compliance is not in the best interests of the KPB due to the delay and unnecessary expense it would cause.
3. That the granting of the exception will not be detrimental to the public welfare or injurious to other property in the area.
 - a. The proposed disposition is advertised by publication of the ordinance in newspapers of general circulation and on the borough's web page. Notice of the proposed disposition is also published by the Planning Commission agenda in newspapers of general circulation, and a public hearing is held at the Planning Commission level. Additional notice is not necessary to comply with the intent of KPB 17.10 or to protect the public welfare.

SECTION 6. That based on the foregoing and in support of the Nikolaevsk Charter School the Mayor is hereby authorized, pursuant to KPB 17.10.100(I) to convey, the school property described in Section 2 of this ordinance to Alaska Homestead Education, Inc. for \$2,000,000 payable in annual installments with 6% interest. The annual payment of \$202,526.64 will be deferred for each year the property is used for K-12 school purposes and forgiven at the conclusion of the 10th year of there being a school facility operating on the property. Alaska Homestead Education, Inc. is responsible for any and all related costs and recording fees. All other applicable terms and conditions of KPB 17.10 shall apply to this conveyance unless inconsistent with this ordinance.

SECTION 7. That Alaska Homestead Education, Inc. will have until 180 days to execute the purchase agreements and complete the transaction.

SECTION 8. That the Mayor is authorized to sign any documents necessary to effectuate this ordinance.

SECTION 9. That revenues generated from the sale shall be submitted to the KPB Finance Department and deposited into Land Management Account No. 250.00000.00000.36316.

SECTION 10. That if any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstance will not be affected.

SECTION 11. That this ordinance shall become effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF *, 2026.**

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Assembly President
Members, KPB Assembly

FROM: Willy Dunne, Assembly Member (NW) for WD

DATE: June 4, 2026

RE: Dunne Amendment to Ordinance 2026-23 Authorizing the Conveyance of the Nikolaevsk School Property to Alaska Homestead Education, Inc. In Support of Community K-12 Education (Mayor)

(Please note the bold underlined language is new. Bracketed struck through language is being removed.)

Amendment #1

- Amend the fourth “Whereas” clause as follows:

WHEREAS, the installment payments will be deferred by KPB so long as the property is used for K-12 **public** school purposes and a minimum of \$202,526.64 annually is contributed by AHE towards building maintenance and other building related operational costs; and

Amendment #2

- Amend Section 4, as follows:

SECTION 4. That the Alaska Homestead Education, Inc. warrants and covenants that in the event the property is not used for K-12 **public** school purposes for a period of One Hundred and Twenty (120) months, the Title to the Property may revert back to the Seller, at the Seller’s sole discretion. This Covenant shall attach to the Property and bind all successors and or assigns, until released by the Seller.

Amendment #3

- Amend Section 6, as follows:

SECTION 6. That based on the foregoing and in support of the Nikolaevsk Charter School the Mayor is hereby authorized, pursuant to KPB 17.10.100(I) to convey, the school property described in Section 2 of this ordinance to Alaska Homestead Education, Inc. for \$2,000,000 payable in annual installments with 6% interest. The annual payment of \$202,526.64 will be deferred for each year the property is used for K-12 **public** school purposes and forgiven at the conclusion of the 10th year of there being a school facility operating on the property. Alaska Homestead Education, Inc. is responsible for any and all related costs and recording fees. All other applicable terms and conditions of KPB 17.10 shall apply to this conveyance unless inconsistent with this ordinance.

Your consideration is appreciated.

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Brandi Harbaugh, Finance Director *BH*
Robert Ruffner, Planning Director *RR*

FROM: Aaron Hughes, Land Management Officer *AH*

DATE: June 4, 2026

RE: Administrative Amendment to Ordinance 2026-23 Authorizing the Conveyance of the Nikolaevsk School Property to Alaska Homestead Education, Inc. In Support of Community K-12 Education (Mayor)

(Please note the bold underlined language is new. Bracketed struck through language is being removed.)

Amendment #1

- Amend the Title as follows:

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF THE NIKOLAEVSK SCHOOL PROPERTY TO ALASKAN HOMESTEAD EDUCATION, INC IN SUPPORT OF COMMUNITY K-12 PUBLIC EDUCATION

Amendment #2

- Amend the first “Whereas” clause as follows:

WHEREAS, this ordinance authorizes the as-is, where-is disposal of the former Kenai Peninsula Borough School District (KPBSD) Nikolaevsk School property to Alaskan Homestead Education, Inc. (AHE) for Nikolaevsk K-12 Charter School purposes; and

Amendment #3

- Amend the second “Whereas” clause as follows:

WHEREAS, conveying the subject parcels to AHE will satisfy a community public charter school purpose, alleviate Kenai Peninsula Borough (KPB) from ongoing maintenance or holding costs associated with the property, and protect KPB’s interests by providing that the property may revert back to KPB, at its discretion, should the property not be used for K-12 public school purposes; and

Page -2-

RE: Administrative Amendments to Ordinance 2026-23

Amendment #4

- Amend the seventh “Whereas” clause as follows:

WHEREAS, this arrangement recognizes the unique attributes of the Nikolaevsk school property, that takes into consideration a cloud on title, the remote nature of the school property, the high holding costs and lack of alternative uses for the property, and the community request for a charter school space; **this arrangement must not be viewed as a precedent impacting any future surplus school facilities;** and

Amendment #5

- Amend Section 4, as follows:

SECTION 4. That the Alaskan Homestead Education, Inc. warrants and covenants **for a term of One Hundred and Twenty (120) Months,** that in the event the property is not used for K-12 **public** school purposes for a period **not to exceed four (4) consecutive months,** [~~of One Hundred and Twenty (120) months~~] the Title to the Property may revert back to the Seller, at the Seller’s sole discretion. This Covenant shall attach to the Property and bind all successors and or assigns, until released by the Seller.

Amendment #6

- Amend Section 6, as follows:

SECTION 6. That based on the foregoing and in support of the Nikolaevsk Charter School the Mayor is hereby authorized, pursuant to KPB 17.10.100(I) to convey, the school property described in Section 2 of this ordinance to Alaskan Homestead Education, Inc. for \$2,000,000 payable in annual installments with 6% interest. The annual payment of \$202,526.64 will be deferred for each year the property is used for K-12 **public** school purposes and forgiven at the conclusion of the 10th year of there being a school facility operating on the property. Alaskan Homestead Education, Inc. is responsible for any and all related costs and recording fees. All other applicable terms and conditions of KPB 17.10 shall apply to this conveyance unless inconsistent with this ordinance.

Amendment #7

- Amend Section 7, as follows:

SECTION 7. That Alaskan Homestead Education, Inc. will have until 180 days to execute the purchase agreements and complete the transaction.

Your consideration is appreciated.

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Robert Ruffner, Planning Director *RR*

FROM: Aaron Hughes, Land Management Officer *AH*

DATE: May 7, 2026

RE: Ordinance 2026- 23, Authorizing the Conveyance of the Nikolaevsk School Property to Alaska Homestead Education, Inc. in Support of Community K-12 Education (Mayor)

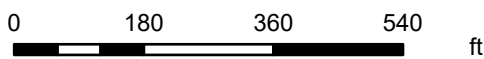
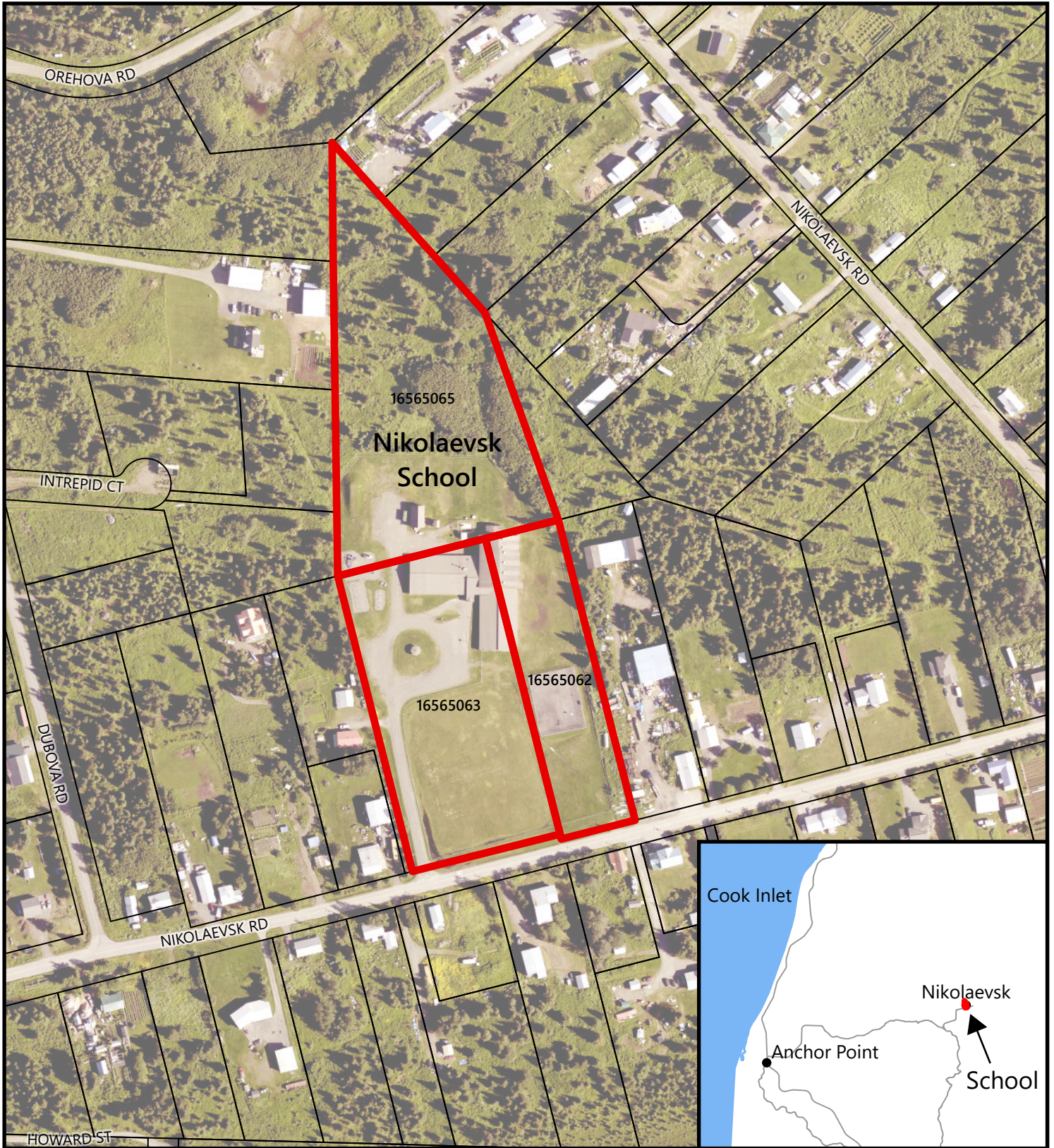
On July 6, 2025, the Kenai Peninsula Borough School District Board of Education voted to surplus the Nikolaevsk School property. On October 9, 2025, the Kenai Peninsula Borough School District (KPBSD) provided official notice the Nikolaevsk School property had been vacated, and the Land Management Division accepted management responsibility of the property on behalf of the Kenai Peninsula Borough (KPB).

The Planning Department was then approached by Alaska Homestead Education, Inc. (AHE) regarding the use and potential disposal of the property in support of a recently approved Charter School. Due to limited future use options of the built for purpose facility, and substantial ongoing management, maintenance, and other related holding costs of the property, a negotiated sale was proposed.

The ordinance will authorize the as-is, where-is, disposal of the Nikolaevsk School Property to the Alaska Homestead Education, Inc, for an amount other than fair market value in support of community K-12 education. The purchase agreement provides for a sale price of \$2,000,000 with seller financing at 6% interest to be collected over ten equal annual installment amounts of \$202,526.64. All installment payments will be deferred by KPB so long as the property is used for K-12 school purposes and a minimum of \$202,526.64 is contributed towards building maintenance and other building related operating costs. In the event the minimum required amount is not contributed annually, the remaining balance will be deposited with KPB for future use by AHE upon approval of the KPB Assembly.

To further protect KPB's interests during this 10 year period, the property may revert back to KPB, at its discretion, should the property not be used for K-12 education purposes. This arrangement takes into consideration the unique attributes, clouded title, and restricted conveyance related to the transaction. Alaska Homestead Education, Inc. anticipates occupying the property immediately upon closing in preparation for the 2026-2027 school year.

Your consideration is appreciated.



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.

LMD 25-43
 Parcel No.'s 16565062, 16565063, & 16565065

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is made by and between Kenai Peninsula Borough, an Alaska municipal corporation, as seller, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB), (Seller) and the _____, an Alaska _____, as buyer, whose address is _____, _____, Alaska 99669 (Buyer) (together, the Parties).

WHEREAS, Sellers are the owners of that real property located in the Homer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

TRACTS 1 AND 48, NIKOLAEVSK VILLAGE SUBDIVISION, ACCORDING TO PLAT 75-40, HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

AND

TRACT 53A, NIKOLAEVSK VILLAGE SUBDIVISION, NO.1, ACCORDING TO PLAT NO. 78-40, HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

SUBJECT TO: THE PROPERTY AND ITS IMPROVEMENTS BEING USED FOR THE PURPOSE OF A PRIMARY OR SECONDARY K-12 SCHOOL FACILITY. IN THE EVENT THIS CONDITION IS NOT MAINTAINED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) MONTHS, THE TITLE TO THE PROPERTY MAY REVERT BACK TO THE SELLER, AT THE SELLERS SOLE DISCRETION. THIS COVENANT SHALL ATTACH TO THE PROPERTY AND BIND ALL SUCCESSORS AND OR ASSIGNS, UNTIL RELEASED BY THE SELLER.

(PARCEL NO's. 16565062, 16565063, 16565065) (the Property); and

WHEREAS, KPB has offered to Sell, and Buyer is willing to purchase the Property as evidenced by this Agreement;

NOW THEREFORE, in consideration of the conditional promises herein contained, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the Property on the terms and conditions as set forth below:

1. PURCHASE PRICE

Kenai Peninsula Borough, Alaska

KPB / Niko _____ – Purchase Agreement

Page 1 of 6

The purchase price of the Property is TWO MILLION DOLLARS (\$2,000,000.00). The purchase price must be paid by Buyer pursuant to a Deed of Trust Note executed by the Buyer in favor of KPB and secured by a Deed of Trust on the Property, with interest at the rate of Six percent (6%) per annum, payable in Ten (10) equal annual installments. The sale of the Property and related terms of the sale are subject to approval by the KPB Assembly.

1.1 Balance of Purchase Price. The sum of **Two Million U.S. dollars and NO cents (\$2,000,000.00)**, representing the balance of the Purchase Price, shall be paid pursuant to a Deed of Trust Note executed by Buyer in favor of Seller and secured by a First Position Deed of Trust on the Property, with interest at the rate Six percent (6%) per annum, payable as follows:

The annual payment amount of Two Hundred and Two Thousand, Five Hundred and Twenty-Six dollars and Sixty-four cents (\$202,526.64) of the principal amount and incurred interest to be deferred by the Seller for each year the Buyer remains in full compliance with this Agreement, and the terms of the Deed of Trust Note, and Deed of Trust. There is no prepayment penalty. In the event of a default, all principal and deferred payments and interest shall become immediately due and payable.

1.2 Deferment Terms. In addition to any covenants, obligations, and requirements in the Deed of Trust Note and Deed of Trust, the Buyer's annual payment, including interest, under Section 1.2 of this Agreement will be deferred by the Seller for each year the Buyer is in compliance with, and satisfies, the following terms:

- 1.2.1 The property must be used for educational purposes as a primary or secondary school facility, provided that such primary use is maintained, the property may also be used for community purposes.
- 1.2.2 Buyer and or their assigns must continue to maintain the property and all improvements in as-is or better condition.
- 1.2.3 Buyer must provide a certificate of insurance with adequate insurance to cover the replacement value of the property and listing "Kenai Peninsula Borough" as an additional named insured for the principal amount of the note.
- 1.2.4 By or before June 30 of each year, Buyer must provide KPB with documentation of any repairs, maintenance, or capital projects related to the building structure and/or mechanical systems.
- 1.2.5 By or before June 30 of each year, Buyer must provide an annual reconciliation of revenue and expenditures. In the event cost expenditures for building maintenance, repairs, utilities, taxes, insurance and any other costs directly attributable to compliance with the terms of this Agreement are less than \$202,525.64, the difference in that amount must be deposited into an held and controlled by the Kenai Peninsula Borough on or before July 30th of the year in question. Interest accrued on the funds will be the property of KPB. Account funds must be used exclusively as reserves for building maintenance and only

released with the consent of KPB Administration and approved appropriation by the KPB Assembly. In the event of a default, all funds in the account automatically become the property of the KPB upon

1.3 Forgiveness Deferred Annual Payment. If the Buyer operates a primary or secondary school facility at the Property and otherwise complies with the terms of this Agreement, Deed of Trust Note, and Deed of Trust, at the conclusion of the 10th year of there being a school facility operating at the Property, subsequent to the execution and approval of this Agreement, the deferred annual payments and accrued interest will be forgiven in full and the Buyer shall owe no further obligation to KPB.

2. EXPIRATION OF OFFER

Buyer must sign and return this Agreement to KPB on or before _____, **2026, at 9:00am;** otherwise, this offer will terminate.

3. TITLE

Title shall be delivered at time of Closing by quitclaim deed which shall be issued to Buyer. Seller sells only its interest in the property, if any, AS-IS, WHERE-IS without warranty of any kind or nature whatsoever. Title shall also be subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record. Buyer warrants and covenants that at the time of closing there shall be no liens or judgments recorded against Buyer in the same recording district in which the property subject to this purchase agreement is situated. Seller will be provided, at the Buyer's expense, a lenders policy of title insurance in the amount of the loan considered in Section 1.1.

Buyer acknowledges a cloud on title currently exists against Tract 1. Seller is under no obligation to resolve the subject cloud prior to conveying title to the Buyer.

4. ESCROW AND CLOSING COSTS

Buyer shall pay all closing costs in connection with this Agreement, including without limitation all escrow fees, title insurance charges, recording fees and bank charges. All costs must be paid in full at the time of closing. Buyer will be required to obtain an ALTA Standard Owners Title Insurance policy, and ALTA Standard Lenders Policy of title insurance insuring the Seller for the amount referenced in Section 1.1. Property taxes for the current year, if any, will be prorated from the date of closing. Buyers are responsible for any realtor's commission, and legal fees. All costs will be paid in full at the time of closing.

5. CLOSING

Unless otherwise agreed to in writing, closing will occur on or before _____, **2026**, or as specifically agreed to by the Parties. At closing, Buyer will pay the balance of the purchase price. The Parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account.

6. POSSESSION

Possession will be delivered to Buyer at the time of recording unless otherwise agreed to in writing by the Parties.

7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Sale of the Property by KPB is subject to authorization by the KPB Assembly. If the KPB Assembly fails to authorize the sale of the Property, this Agreement will terminate without penalty.

8. DISCLOSURES

Seller hereby agrees to provide written property disclosures including any and all information regarding known defects, deficiencies, legal matters, environmental issues or hazards that may be personally known by the Seller. If said written disclosures present a matter unsatisfactory to Buyer, Buyer may terminate this Agreement without penalty.

9. INSURANCE

Buyer shall maintain property insurance covering all buildings and improvements located on the property at full replacement value for the duration of the agreement. Proof of insurance will be delivered to KPB at the time of submission of the signed agreement and this policy must name KPB as additional insured. Failure to maintain required coverage constitutes a violation of the agreement.

10. CONTINGENT ON INSPECTION / REVIEW

Closing is contingent upon the satisfactory review and due diligence of the Buyer. The review and due diligence may be completed as necessary by Buyer, upon approval by KPB. The review will be completed on or before _____, 2026. All inspections and related due diligence required under this Section will be conducted solely at Buyer's expense.

11. HAZARDOUS MATERIAL

No covenant is being provided by the Seller pertaining to Hazardous Materials, Waste, or prior use of the property. Buyer agrees that no hazardous substances or wastes will be located on, nor stored on the Property. Nor will any such substance be owned, stored, used, or disposed of on the Property or any adjacent property by Buyer, their agents, employees, contractors, or invitees, while in their possession or control of the Property.

12. ENTIRE AGREEMENT

This Agreement and the documents referred to herein contain the entire agreement of the Parties with respect to the subject matter hereof. Any changes, additions or deletions hereto must be made in writing and signed by both KPB and Buyer or their respective successors in interest. Provisions of this Agreement, unless inapplicable on their face, will be covenants constituting terms and conditions of the sale, and will continue in full force and effect until the purchase

price is paid in full or this Agreement is earlier terminated.

13. BREACH REMEDY

Prior to closing of the sale, in the event that KPB or Buyer fail to make any payment required, or fail to submit or execute any and all documents and papers necessary for closing and transfer of title within the time period specified in this Agreement, the Buyer or KPB may terminate this Agreement.

14. MISCELLANEOUS

- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Buyer and the KPB Mayor. This Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts. KPB may cancel this Agreement without penalty in the event additional contracts required of this project are not secured.
- C. Notice. Any notice or demand which, under the terms of this Agreement or under any statute must be given or made by the Parties, must 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 may thereafter be so given, made or mailed. A notice given hereunder will be deemed received when deposited in a U.S. general or branch post office by the addressor.
- D. Interpretation. This Agreement will be deemed to have been jointly drafted by the Parties. It will be construed according to the fair intent of the language as a whole, not for or against either Party. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alaska. Any lawsuit brought arising from this Agreement must be filed in the superior court of the Third Judicial District, State of Alaska, located in the City of Kenai, Alaska. The titles of sections in this Agreement are not to be construed as limitations of definitions but are for identification purposes only.
- E. Condition of Property. Seller will deliver the Property in its as-is condition with no implied warrants as to condition of the property, improvements, or chain of title.
- F. Counterparts. This Agreement may be executed in counterpart, and may be executed by way of copy, facsimile or verified electronic signature in compliance with AS 09.80, and if so, each of which will be deemed an original but all of which together will constitute one and the same instrument

KENAI PENINSULA BOROUGH:

BUYERS:

Peter A. Micciche, Mayor (Date)

(Date)

(Date)

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Michele Turner, CMC
Borough Clerk

Wayne Cary
Deputy Borough Attorney (Date)

Introduced by: Mayor
Date: 05/19/26
Hearing: 06/16/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2026-24**

**AN ORDINANCE AMENDING KPB CHAPTER 5.19, UNIFORM REMOTE
SELLER SALES TAX CODE, IN ACCORDANCE WITH AMENDMENTS
ADOPTED BY THE ALASKA REMOTE SELLER SALES TAX
COMMISSION**

WHEREAS, the Kenai Peninsula Borough (KPB) is a member jurisdiction of the Alaska Remote Sellers Sales Tax Commission (ARSSTC) which is an intergovernmental cooperative established for the joint administration, collection, and enforcement of sales tax from remote sellers and marketplace facilitators who lack a physical presence within the KPB; and

WHEREAS, ARSSTC approved updates to the Uniform Remote Seller Sales Tax Code (Uniform Code) for the purpose of allowing certain marketplace facilitators that facilitate services and rentals within a municipality, to report and remit directly to the ARSSTC, if the municipality opts to; and

WHEREAS, per the governing intergovernmental agreement, to retain full membership status the KPB must adopt the amendments approved by the Commission; and

WHEREAS, it is in the best interest of the Kenai Peninsula Borough to opt-out of the proposed code changes related to businesses that have physical presence in the KPB and retain KPB's authority to enforce sales tax obligations for entities with a physical presence within the borough;

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

SECTION 1. That this ordinance amends KPB Code and will be codified.

SECTION 2. That KPB 5.19.010 is hereby amended as follows:

5.19.010. – Interpretation.

- A. [IN ORDER T]To prevent evasion of the sales taxes and to aid in its administration, it is presumed that all sales and services by a person or entity engaging in business are subject to the sales tax.

- B. The application of the tax to be collected under this Code shall be broadly construed and shall favor inclusion rather than exclusion.
- C. Exemptions from the tax to be collected under this Code shall be narrowly construed against the claimant and allowed only when such exemption clearly falls within an exemption defined in the member jurisdiction's Code.
- D. The scope of this Code shall apply to remote sellers or marketplace facilitators, delivering products or services into [M]member jurisdictions[municipalities adopting this Code, within the state of Alaska].

SECTION 3. That KPB 5.19.040 is hereby amended as follows:

5.19.040. - Obligation to collect tax—Threshold criteria.

- A. Any remote seller or marketplace facilitator must collect and remit sales tax in compliance with all applicable procedures and requirements of law, provided the remote seller or marketplace facilitator has met one of the following Threshold Criteria ("Threshold Criteria") in the current or previous calendar year:
 - 1. The remote seller's statewide gross sales, including the seller's marketplace facilitator's statewide gross sales, from the sale(s) of property, products or services delivered in the state meets or exceeds one hundred thousand dollars (\$100,000).
 - B. For purposes of determining whether the Threshold Criteria are met, remote sellers or marketplace facilitators shall include all gross sales, from all sales of goods, property, products, or services rendered within the state of Alaska.
 - C. The following marketplace facilitators are excluded from the obligation to collect tax outlined in this section:
 - 1. Delivery network companies that deliver tangible personal property on behalf of a marketplace seller that is engaged in business in a member jurisdiction[.];
 - 2. [MARKETPLACES FACILITATING] Accommodations intermediaries that facilitate the rental of transient lodging accommodations [IN HOTELS, COMMERCIAL TRANSIENT LODGING FACILITY, HOMES, APARTMENTS, CABINS OR OTHER RESIDENTIAL DWELLING UNITS]; and
 - 3. Marketplaces that facilitate or perform travel agency services.

SECTION 4. That KPB 5.19.050 is hereby amended as follows:

5.19.050. - Reporting and remittance requirements for local and remote sales.

- A. Sellers with a physical presence in a member jurisdiction conducting only local sales shall report and remit to, and comply with standards of, including audit authority, the member jurisdiction.
- B. Sellers with a physical presence in a member jurisdiction that also have remote or internet-based sales where the Point of Delivery is in a different Member Jurisdiction shall (i) report and remit the remote or internet sales to the Commission; and ii) report and remit the local sales to the Member Jurisdiction.
- C. Sellers with a physical presence in a Member Jurisdiction that also have remote or internet-based sales where the Point of Delivery is in the same Member Jurisdiction shall report and remit those remote sales to the Member Jurisdiction.
- D. Sellers and marketplace facilitators that do not have a physical presence in a Member Jurisdiction must report and remit to the Commission all remote sales where the Point of Delivery is in a Member Jurisdiction.
- E. A marketplace facilitator is considered the remote seller for each sale facilitated through its marketplace and shall collect, report, and remit sales tax to the Commission.
- F. The following marketplace facilitators shall report and remit to, and comply with standards of, including audit authority, the member jurisdiction:
 - 1. Delivery network companies that deliver tangible personal property on behalf of a marketplace seller that is engaged in business in a member jurisdiction,
 - 2. [MARKETPLACES FACILITATING] Accommodations intermediaries that facilitate the rental of transient lodging accommodations [IN HOTELS, COMMERCIAL TRANSIENT LODGING FACILITY, HOMES, APARTMENTS, CABINS OR OTHER RESIDENTIAL DWELLING UNITS]; and
 - 3. Marketplaces that facilitate or perform travel agency services.

SECTION 5. That KPB 5.19.080 is hereby amended as follows:

5.19.280. - Definitions.

For purposes of this chapter, the following definitions shall apply:

“Accommodation” means any room or rooms, lodgings, or accommodations in any hotel, motel, inn, tourist camp, tourist cabin, camping grounds, club, short-term rental, or any other place in which rooms, accommodations, space, or accommodations are furnished to transients for a consideration and upon which an accommodations Tax or sales tax is imposed.

“Accommodation fee” means the room charge less the discount room charge, if any, provided that the accommodations fee shall not be less than \$0.

“Accommodations intermediary” means any person other than an accommodations provider that (i) facilitates the sale of an accommodation, and (ii) either (a) charges a room charge to the customer, and charges an accommodations fee to the customer, which fee it retains as compensation for facilitating the sale; (b) collects a room charge from the customer; or (c) charges a fee, other than an accommodations fee, to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, “facilitates the sale” includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including via one or more payment processors, between a customer and an accommodations provider.

“Accommodations provider” means a person who owns, operates or controls any facility or structure in which there is rented or offered for rent accommodations, the rent for which is taxable under an accommodations tax or sales tax.

...

“Discount room charge” means the full amount charged by the accommodations provider to the accommodations intermediary, or an affiliate thereof, for furnishing the accommodations.

...

"Lease" or "rental" means any transfer of possession or control of tangible personal property or real property for a fixed or indeterminate term for consideration. A lease or rental may include future options to purchase or extend.

...

"Marketplace" means a physical or electronic place, platform or forum, including a store, booth, internet website, catalog or dedicated sales software application, where products or services are offered for sale or rental.

“Marketplace facilitator” means a person that contracts with marketplace sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale or rental of the marketplace seller’s property, product, or services 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 marketplace seller;
 - (ii) Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and marketplace sellers together;
 - (iii) Providing a virtual currency that buyers are allowed or required to use to purchase products from the marketplace seller; or
 - (iv) Software development or research and development activities related to any of the activities described in (b) of this subsection , if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and
- 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.

...

“Point of delivery” means the location at which property or a product is delivered, service is rendered, or accommodation is physically located.

- A. When the product is not received or paid for by the purchaser at a business location of a remote seller in a Member Jurisdiction, the sale is considered delivered to the location where receipt by the purchaser (or the purchaser's recipient, designated as such by the purchaser) occurs, including the location indicated by instructions for delivery as supplied by the purchaser (or recipient) and as known to the seller.
- B. When the product is received or paid for by a purchaser who is physically present at a business location of a Remote Seller in a Member Jurisdiction the sale is considered to have been made in the Member Jurisdiction where the purchaser is present even if delivery of the product takes place in another Member Jurisdiction. Such sales are reported and tax remitted directly to the Member Jurisdiction not to the Commission.
- C. When 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.
- D. For accommodations rentals, the point of delivery is the physical location of the accommodation.
- E. For 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.

...

“Room charge” means the entire amount charged to the transient to secure the right to use or possess any accommodation that is subject to an Accommodations Tax, including any mandatory fees or charges by an accommodations intermediary.

“Sale” or “retail sale” means any transfer of property or product or any provision of service(s) for consideration for any purpose other than for resale. A transfer includes a lease or rental.

...

“Transient” means the person purchasing the right to use or occupy an accommodation for thirty (30) days or less.

...

SECTION 6. That the Kenai Peninsula Borough will maintain its membership in the Alaska Remote Seller Sales Tax Commission (ARSSTC) through the Alaska Intergovernmental Remote Seller Sales Tax Agreement but nonetheless specifically opts-out of having ARSSTC collect sales tax from a marketplace facilitator or accommodations intermediary who have a physical presence within KPB.

SECTION 7. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 8. This ordinance shall become effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Borough Mayor *PM*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: May 7, 2026

RE: Ordinance 2026-24, Amending KPB Chapter 5.19, Uniform Remote Seller Sales Tax Code, in Accordance with Amendments Adopted by the Alaska Remote Seller Sales Tax Commission (Mayor)

At its March 31, 2026, Alaska Remote Seller Sales Tax Commission (ARSSTC) members meeting, the membership, by majority vote, approved amendments to the Uniform Remote Seller Sales Tax Code (Uniform Code). The approved changes are intended to allow a municipality, if it so elects, to require certain marketplace facilitators that facilitate services and rentals within a municipality, to report and remit directly to the ARSSTC. This would require certain marketplace facilitators who service local businesses for qualifying services to file with the ARSSTC instead of locally with the Kenai Peninsula Borough.

Member jurisdictions requested the option to decide whether to opt-in to the revisions. It is in the best interest of the Kenai Peninsula Borough to retain current code changes related to businesses, including marketplace facilitators, that have a physical presence in the KPB and not elect to change current practices to require such business file with ARSSTC. Implementing a split reporting situation will impose complex and duplicative filing requirements on local businesses and require additional reconciliations between filings. The fees associated with the ARSSTC range between 15.65% at the beginning of each calendar year and 7.65% depending on where the tiered fee arrangement is at the time of the transaction. Therefore, opting-in would also reduce sales tax revenues available for funding education.

Your consideration is appreciated.

Introduced by: Mayor
Date: 06/16/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2026-036**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE STATE OF ALASKA, DEPARTMENT OF PUBLIC SAFETY AND THE U.S. FOREST SERVICE FOR DISPATCH SERVICES PROVIDED BY SOLDOTNA PUBLIC SAFETY COMMUNICATIONS CENTER

WHEREAS, the Kenai Peninsula Borough (KPB) through its Department of Public Safety Communications operates and manages the multi-agency public safety dispatch center known as the Soldotna Public Safety Communications Center (SPSCC) and charges all responding entities that use SPSCC a fee for SPSCC services under agreements with each responding entity; and

WHEREAS, SPSCC currently provides dispatch services to multiple federal, state, and local governmental and non-profit entities within KPB's municipal boundaries, including the State of Alaska, Department of Public Safety (DPS), and the USDA, Forest Service Chugach National Forest (U.S. Forest Service); and

WHEREAS, as ratified by Resolution 2025-038 and the Intergovernmental Agreement with the State of Alaska, SPSCC also provides dispatch services outside KPB's municipal boundaries for designated entities operating within the DPS A Detachment South in Southeast Alaska; and

WHEREAS, the current agreements for dispatch services with DPS and U.S. Forest Service expire on June 30, 2026;

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

SECTION 1. That the Mayor is authorized to execute an agreement substantially similar to the accompanying agreement with U.S. Forest Service for the provision of dispatch services, including future agreements as they may be renewed from time to time, as long as they are substantially similar.

SECTION 2. That the Mayor is authorized to execute subsequent administrative amendments and addenda to the agreement with the U.S. Forest Service for the provision of dispatch services.

SECTION 3. That this resolution shall be effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Department of Public Safety Communications

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Brandi Harbaugh, Finance Director *BH*

FROM: Tammy Goggia-Cockrell, Public Safety Communications Director *TGC*

DATE: June 4, 2026

RE: Resolution 2026- 036 , Authorizing the Mayor to Execute Agreements with the State of Alaska, Department of Public Safety and the U.S. Forest Service for Dispatch Services Provided by Soldotna Public Safety Communications Center (Mayor)

The Kenai Peninsula Borough (KPB) through its Department of Public Safety Communications operates and manages the multi-agency public safety communications center known as the Soldotna Public Safety Communications Center (SPSCC). SPSCC charges all responding entities that use SPSCC a fee for SPSCC services under agreements with each responding entity. Currently, SPSCC provides dispatch services to multiple federal, state, and local governmental and non-profit entities operating within the boundaries of Kenai Peninsula Borough, including the State of Alaska, Department of Public Safety (DPS) and the USDA, Forest Service Chugach National Forest (U.S. Forest Service).

Additionally, SPSCC also provides dispatch services outside KPB's municipal boundaries for designated entities operating within the DPS A Detachment South in Southeast Alaska. The dispatch services provided to DPS A Detachment South were authorized by an intergovernmental agreement with the State of Alaska and an amendment to the current DPS agreement, which were ratified through Resolution 2025-038.

The current agreements with DPS and U.S. Forest service expire on June 30, 2026. The resolution authorizes the Mayor to execute new agreements with USDA and DPS for the provision of dispatch services, including future agreements as they may be renewed from time to time, as long as they are substantially similar. Additionally, the resolution authorizes the Mayor to execute subsequent administrative amendments and addenda to the USDA and DPS agreements.

Finally, the agreement with DPS includes the provision of dispatch services for the A Detachment South Dispatch Service Area as previously ratified through Resolution 2025-038.

Your consideration is appreciated.

**AGREEMENT FOR DISPATCH SERVICES
BETWEEN
THE STATE OF ALASKA, DEPARTMENT OF PUBLIC SAFETY
AND
THE KENAI PENINSULA BOROUGH**

ARTICLE 1. PARTIES

The Parties to this Agreement for Dispatch Services (Agreement) are the State of Alaska, Department of Public Safety (DPS) and the Kenai Peninsula Borough (KPB) (together, the Parties).

ARTICLE 2. PURPOSE

KPB DPSC operates and manages SPSCC, a multi-agency 911 dispatch center. KPB DPSC will provide Dispatch Services through SPSCC to DPS in accordance with the terms and conditions of this Agreement.

ARTICLE 3. DEFINITIONS

"24/7" means twenty-four hours a day, seven days a week.

"A Detachment South Dispatch Service Area" means the geographic area served by the Post of DPS A Detachment South, and includes the other agencies and entities operating within the boundaries of DPS A Detachment South that require Dispatch Services that would otherwise be provided by the Northern Dispatch Center.

"CJIS Security Policy" means the US Department of Justice Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy version 5.9 dated June 1, 2019.

"Continuous" means without interruption or delay.

"Dispatch Services" and "Dispatching" means the interpretation of requests for service information and the transmission of that information to an agency for its response to the desired location, as well as the recording of communications related to that response.

"DPS" means the organization and functions of the State of Alaska, Department of Public Safety to include the Alaska State Troopers, Alaska Wildlife Troopers, and Judicial Services.

"DPS Dispatch Service Area" means the Kenai Peninsula Borough and the geographic area served only by the Soldotna, Seward, and Anchor Point Posts of DPS A Detachment North and the DPS Northern Detachment of the Alaska Wildlife Troopers.

"KPB" means the Kenai Peninsula Borough and will include KPB DPSC where applicable.

"KPB DPSC" means the Kenai Peninsula Borough Department of Public Safety Communications, the KPB department established under KPB Chapter 2.60 and that implements and performs all functions, including 911 call-taking and other public safety communications, necessary for operations of the emergency communication system at SPSCC. Unless otherwise stated, all references to KPB DPSC in this Agreement include SPSCC.

“Monitoring” means the attention of dispatch personnel to a radio communications channel and responding to in a prompt and affirmative manner when the dispatch center designator is called; it also refers to the constant observation and response to a computer screen or terminal for time-sensitive messages.

"SPSCC" means Soldotna Public Safety Communications Center, the regional dispatch center facility and organization owned and operated by KPB located at 253 Wilson Lane, Soldotna, AK 99669.

ARTICLE 4. EFFECTIVE DATE AND DURATION OF AGREEMENT

The effective date of this Agreement is July 1, 2026. Thereafter, this Agreement will remain in effect until terminated as provided in Article 19, “Termination”. This Agreement may be renewed by mutual written agreement of the Parties. The Parties may update this Agreement every three years, or as otherwise required, based upon call volume average and the resulting compensation figures as provided in Article 16, “Payment for Services”, and Article 17, “Invoices”, by written amendment.

In the event this Agreement is not updated prior to the expiration of fiscal year 2029, this Agreement will be subject to an automatic holdover on the same terms set forth in this Agreement. The compensation will be the same dollar amounts reflected for “Year 3” in Article 16.1, “Compensation for the DPS Dispatch Service Area” and Article 16.2, “Compensation for the A Detachment South Dispatch Service Area” until this Agreement is terminated or renewed, without penalty to either Party.

ARTICLE 5. SCOPE OF SERVICES TO BE PERFORMED BY KPB DPSC

KPB will provide Dispatch Services described in this Agreement in a manner that does not discriminate concerning the level of service provided based on calls from the public or the agency to which the call is directed, but which may be prioritized based on the nature of the call.

KPB DPSC is required to affirmatively identify any questions or issues with DPS methods, means, procedures, or communications protocols that impact DPSC's ability to provide Dispatch Services. DPS will respond in a timely manner with specific clarification or will undertake good faith consideration of DPSC’s proposed changes to operating procedures.

5.1 Facility

KPB will provide a secure facility for KPB DPSC operations sufficient to maintain 911 equipment and provide Dispatch Services to DPS and will comply with the applicable requirements of CJIS Security Policy.

5.2 Requests for Service

KPB DPSC will receive calls from the public and requests for service 24/7 from any source originating from telephone calls, radio communications, or other electronic means including the National Crime Information Center (NCIC)/National Law Enforcement

Telecommunications (NLETS), electronic mail, and facsimile.

Pursuant to the Intergovernmental Agreement for Joint Administration of Dispatch Services (Intergovernmental Agreement), incorporated herein by reference and attached to this Agreement as Attachment A, the Parties agree that KPB DPSC will continue to provide Dispatch Services to the DPS A Detachment South Dispatch Service Area in accordance with the same terms and conditions of this Agreement and as contemplated by the First Addendum to the prior Dispatch Services Agreement effective July 1, 2021. This Agreement supplants the First Addendum. Otherwise, nothing in this Article 5.2 authorizes KPB DPSC to respond to calls outside the DPS Dispatch Service Area. Should that occur, additional fees may be incurred.

All requests for service, regardless of geographic location or source, will be communicated to the appropriate public safety entity, DPS Post, or officer, whether or not located within the DPS Dispatch Service Area, using the same screening and prioritization criteria as requests received from or within the DPS Dispatch Service Area.

5.3 911 Calls

DPS must not otherwise direct the routing of 911 calls outside the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area to be received by KPB DPSC unless the Parties first reach a signed written agreement to amend services as such.

5.4 Administrative Calls

KPB DPSC staff will answer and appropriately route administrative calls originating from the DPS Dispatch Area and the A Detachment South Dispatch Service Area on behalf of DPS. DPS will be responsible for forwarding administrative calls to interface with the KPB-owned phone lines integrated into the 911 management software system. DPS will also be responsible for ensuring DPS recipients of returned calls are provisioned with voicemail services for the purpose of message taking. Any changes made to the DPS administrative phone lines call forwarding must be discussed with KPB DPSC no less than 30 days before the change is made.

5.5 Dispatch Services

KPB will provide the necessary personnel to staff KPB DPSC and must adhere to applicable industry standards when processing and dispatching calls.

KPB DPSC staff will capture in CAD incident history all DPS member activities and status changes directed to KPB DPSC via radio or telephone, as well as service requests directed to KPB DPSC originating from DPS.

KPB DPSC staff will receive and record the availability and activity of any DPS member communicated through radio channels and telephonically. This will include an off-duty DPS member using a radio to relay a call for service requirement for assignment to an on-duty DPS member or a request for another agency to respond.

KPB DPSC will relay any priority support request (“officer needs assist”) immediately to DPS members as well as adjacent jurisdiction’s law enforcement agencies. Coordination of subsequent communications will occur according to adopted inter-agency procedures.

5.6 Radio Channels

All CJIS-related information and personally identifiable information will only be transmitted on encrypted talk groups.

KPB DPSC staff will have the following talk groups on “Selected” audio and monitored by dispatch personnel at one or more console positions 24/7:

AST E (A) Dispatch

KPB DPSC staff will monitor DPS A Detachment North and DPS Northern Detachment of the Alaska Wildlife Troopers talk groups on “Unselected” audio and monitored by dispatch personnel at one or more console positions 24/7:

AST E (A) NCIC AST E (A) TRAF
AST E (A) TAC

DPS A Detachment South audio will be monitored by KPB DPSC staff at one or more console positions 24/7 on one of the four talk groups listed above.

DPS must provide KPB DPSC with a DPS-recommended list of Ten Code abbreviations that KPB DPSC staff and DPS members will use over DPS radio talk groups.

As operational requirements change and demand for services increase, DPS may request that one or more additional talk groups be monitored on a temporary basis. DPS must provide advance notification when possible. KPB will provide its reasonable best efforts to allocate KPB DPSC staffing to accommodate surges in radio communications demands.

5.7 Computer Aided Dispatch

All calls for service that conform to DPS incident types will be recorded in DPSC's CAD system. KPB DPSC staff may codify and enter other incident types at their own discretion.

5.8 Database Inquiry and Update

KPB DPSC will query available law enforcement database systems as requested by DPS members. These queries may include subject, vehicle, location, property, or other law enforcement databases.

KPB DPSC staff will monitor at least one CPI-APSIN/NCIC terminal position 24/7. KPB DPSC staff will reply to CPI-APSIN/NCIC confirmation requests as received. Confirmation requests may be received through CPI-APSIN/NCIC/NLETS messaging or via telephone call. Confirmations to requesting entities will be provided within ten minutes or one hour as required by applicable CJIS standards.

After-hours orders from judicial officers may occur on Saturdays, Sundays, or holidays. For these circumstances, KPB DPSC will support the recording of warrants and protective orders in CPI-APSIN and NCIC within the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area.

The origination of documents may include DPS Judicial Services, the Homer, Kenai, and Seward Courts as well as the respective courts in the A Detachment South Dispatch Service Area. Court documents arriving with a known court facsimile number (header) and/or a judicial officer's signature will be considered valid.

If a DPS member receives and serves a warrant (i.e., goes directly from the judicial officer, arrests the individual, then remands the individual to jail), it is unnecessary for KPB DPSC to enter and update the warrant in CPI-APSIN/NCIC after the fact. Warrant entry is only necessary if there is any likelihood that another agency may need to know about and act upon the warrant.

5.9 ARMS Incident Entry

KPB DPSC staff will perform data entry of incident report information into the Alaska Records Management System (ARMS) based on the DPS-provided incident types and DPS member activity within the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area.

This information entry will include CAD incident number, incident classification (type and priority), incident location, reporting party name, names of witnesses, victims, suspects, DPS member assigned, and any involved vehicles. This data entry will only be required once per ARMS incident number (i.e., updates to ARMS incidents once created by KPB DPSC will be made by DPS members).

5.10 Special Operations

On occasion, DPS may deploy special operations teams that require specific dispatch support including temporary modifications to DPSC's staffing requirements. These teams may consist of entirely DPS members or multi-agency teams. DPS will include KPB DPSC staff in pre-operation planning to communicate specific roles and expectations of dispatch center support.

5.11 Surges in KPB DPSC Demands

If KPB DPSC experiences an unexpected demand for service, a manager or supervisor may contact DPS and request specific relief such as a pause in targeted enforcement

activities. DPS will in good faith consider these requests if they do not interfere with public safety priorities.

5.12 KPB DPSC Personnel

KPB will recruit, train and schedule sufficiently qualified personnel to perform the call taking and dispatch tasks required by this Agreement. KPB DPSC will determine the specific minimum performance criteria for its staffing requirements. KPB DPSC will determine the necessary number of positions and qualifications for shift tasking.

ARTICLE 6. KPB-PROVIDED TECHNOLOGY

KPB DPSC will be the primary point of contact for its contractors and technology providers, including the management of vendor scope of services, configuration change requests, trouble reporting, updates, upgrades, and quotations for additional services.

6.1 Telephone System

KPB DPSC will provide a telephone system sufficient to accept and place telephone calls to and from the public switched (carrier) telephone network.

6.2 Radio Consoles

KPB DPSC will own and maintain all radio console equipment established at DPSC's facilities.

6.3 Computer Aided Dispatch

KPB DPSC will provide a redundant computer aided dispatch (CAD) capability that supports incident entry, incident tracking, unit tracking, unit status, CPI-APSIN/NCIC inquiry, call taking, and dispatch protocols.

6.4 Remote Access

KPB will provide remote, read-only access to the KPB-owned CAD system (CADView) to DPS personnel. This access is to allow DPS members to query CAD history for the purpose of incident research and unit activity.

6.5 ARMS Access

KPB will provide for, and support the installation of, ARMS-capable computers and displays in the dispatch center.

6.6 Logging Recorder

KPB will provide for an audio recording system that will record and archive telephone calls and voice radio traffic. Communications to be recorded for DPS purposes include:

- a) All inbound and outbound 911 calls routed directly and indirectly to KPB DPSC; and
- b) Inbound and outbound telephone calls identified specifically for DPS radio talk groups to be recorded for DPS purposes, to include:

AST E (A) Dispatch

AST E (A) TAC

AST E (A) TRAF

AST E (A) NCIC

KPB DPSC will provide access to a logging recorder to copy selected telephone and radio talk group recordings onto transportable electronic media such as a CD-ROM or thumb drive. For A Detachment South requests, selected telephone and radio talk group recordings will be provided using the designated DPS evidence platform. DPS will be responsible for costs associated with making copies for all DPS-related audio records at the rate for time spent researching and preparing the records as allowed under the Public Records Act.

6.7 Geographic Information

KPB DPSC will utilize the authoritative GIS data maintained by KPB within the calling area for use in determining the origin of calls for service and location of DPS members and the public. This may include wall maps, map books, and other electronic references.

ARTICLE 7. RELEASE OF INFORMATION

All DPS records kept by KPB in support of this Agreement are the property of DPS, and KPB will promptly make such records available to DPS upon request.

KPB will be the custodian of records for communications answered by telecommunications equipment at the KPB DPSC dispatch center and residing in the KPB DPSC CAD system for the purposes of establishing evidentiary chain of custody and evidentiary foundation. KPB will release such records to the extent required by applicable law. KPB must contact the DPS Deputy Commissioner prior to releasing any DPS-owned records and obtain approval to release any such records.

7.1 Public Records Requests

The KPB DPSC Public Safety Communications Director or designee (KPB DPSC Director) will be responsible for initial intake of a public records request (Request) made to KPB DPSC to determine whether a Request is related to a KPB agency response or to a non-KPB agency response. For KPB agency responses, the Request will be processed in accord with KPB Code, policy, and procedure.

Upon determination by the KPB DPSC Director that a Request is for DPS-owned records, including a Request for any DPS radio traffic recordings, 911 audio recordings, or administrative telephone audio recordings, the KPB Records Manager or designee (Records Manager) will direct the requestor to the DPS records request portal. DPS will be responsible to provide the appropriate records request portal link to the Records Manager, and to provide any updated link in the event it changes. Upon receipt of a

Request for DPS information, DPS will process the Request in its entirety to include, but not limited to: review for responsiveness, releasability, redaction, and legal or other defense of their decision.

If multiple agencies are involved in an incident that is the subject of a Request, the Records Manager will direct the requestor to the non-KPB agency's records request portal, and the non-KPB agency will be responsible for processing the Request as set out above.

Public record requests will continue to be processed by allowing authorized DPS members access to information within the secure KPB DPSC Public Safety network.

7.2 Public Information Office

KPB DPSC will provide information to members of the DPS Public Information Office (PIO) upon request. Requests for information from news outlets, press, and journalists will be forwarded to the PIO as soon as possible.

7.3 Records Retention

The ability for DPS to review its written or electronic records held by KPB in support of this Agreement continues for six years after the termination of this Agreement. KPB will also comply with state and federal criminal justice requirements and DPS records retention policy for retention of access logs, database maintenance, and audit trails, in particular State of Alaska Records Retention and Disposition Schedule No. 12-391.1, as amended. Upon execution of this Agreement, DPS will provide KPB with a copy of the current applicable DPS records retention policy for such records. Thereafter DPS agrees to promptly provide KPB copies of any changes to the applicable provisions of its records retention policy for the above-described records.

Audio recordings of telephone calls and radio traffic must be maintained by KPB DPSC for three years unless otherwise required by law or DPS records retention policy. The DPS records retention schedule for such recordings is currently the close of file date plus two years. DPS agrees to promptly provide KPB copies of any changes to the relevant provisions of its records retention policy applicable to the above-described records.

Nothing in this Article nor any other Article of this Agreement may be construed as obligating KPB to comply with the requirements of AS 12.36.200, "Preservation of evidence", as amended, or any other evidence preservation requirements. DPS will be solely responsible for complying with the requirements of AS 12.36.200 or any other evidence preservation requirements, to include requesting and retaining copies of written or electronic records held by KPB in support of this Agreement in order to comply with AS 12.36.200 or any other evidence preservation requirements. It will be DPS's sole responsibility to determine whether such records fall under the purview of AS 12.36.200 or other evidence preservation requirements.

ARTICLE 8. EQUIPMENT AND SERVICES TO BE PROVIDED BY DPS

8.1 Inter-Agency Communications

DPS will identify a primary and secondary point of contact for KPB DPSC staff to use with formal administrative communications. This is intended to provide a reliable and consistent means of transmitting and receiving technical and operational information as well as accountability for complaints and contractual issues.

8.2 Contact Information

DPS will provide a comprehensive listing of DPS members to KPB DPSC staff to include telephone contact information and assigned radio designators. The list will be updated by DPS as changes occur, but no less than monthly. This list contains confidential information and will be protected from disclosure or further dissemination by KPB to the fullest extent allowed by law. DPS will facilitate the provision of a list containing the statewide radio designators of all units using ALMR resources.

8.3 Operational Directives and Protocols

KPB will incorporate DPS policies and procedures as appropriate into KPB DPSC Policy and Procedures documentation as well as internal training and reference materials. KPB DPSC may, at its discretion, incorporate DPS protocols into automated (CAD) call taking screens.

8.4 CPI-APSIN/NLETS/NCIC

KPB will continue to conform and comply with prior agreements relating to CJIS information including:

- a) CJIS Systems User Agreement;
- b) Holder of Record Agreements for DPS;
- c) DPS will remain the Terminal Access Point (TAC) Local Agency Security Officer (LASO)

8.5 ARMS

DPS will provide KPB DPSC with user (application) access to ARMS for each dispatch and admin workstation position. DPS will issue and maintain access credentials for KPB DPSC staff.

DPS will provide initial and ongoing ARMS application training and workflow familiarization to KPB DPSC staff. Candidates for training must be previously CPI-APSIN-certified.

Subsequent CJIS audits of KPB DPSC may include ARMS data management activities performed by DPSC.

8.6 Electronic Mail

All KPB DPSC employees will maintain KPB email accounts as their primary email communications system.

8.7 Technical Trouble Reporting; DPS Point of Contact

KPB DPSC staff will promptly notify DPS of any outage or interruption in service of any DPS or Alaska Office of Information Technology provided technology or telecommunications service. DPS will identify a point of contact to remedy access issues related to DPS-owned platforms in the event an access issue occurs when the help desk personnel for those platforms are unavailable.

8.8 Access to DPS Platforms

DPS will provide the KPB DPSC Director, Deputy Director, and/or designee(s) access to the DPS platforms, such as the DPS Teams Schedule and the Roadkill Charity Log, so that KPB DPSC staff will be able to identify in real time and notify the designated individual required for response.

ARTICLE 9. MANAGEMENT REPORTING

Monthly statistics that fall within KPB DPSC CAD reporting capabilities include:

- a) Call date;
- b) Call time;
- c) Call duration;
- d) Unit assigned;
- e) Call for Service Number (CFS);
- f) Location/Address; and
- g) Call Type (Problem/Nature Code)

ARTICLE 10. COMPLIANCE WITH LAWS AND PERMITS

KPB and DPS must comply with all statutes, ordinances, rules, regulations, and requirements of all federal, state, and local governments and agencies and departments thereof that are applicable to KPB for the services provided under this Agreement and to DPS for actions taken by DPS under this Agreement.

ARTICLE 11. APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.

ARTICLE 12. NO ASSIGNMENT

This Agreement is not assignable.

ARTICLE 13. INDEMNIFICATION

Subject to the appropriation of available funds to pay the costs of KPB obligations incurred in this Article 13, which the Parties agree is legally at the sole discretion of the KPB Assembly and that this Agreement imposes no duty to appropriate funds upon the KPB Assembly, KPB agrees

to indemnify, hold harmless, and defend DPS from and against any claim of, or liability for error, omission, or negligent act of KPB under this Agreement. KPB will not be required to indemnify DPS for a claim of, or liability for, the independent negligence of DPS. The term “independent negligence” is negligence other than in DPS’s selection, administration, monitoring, or controlling of KPB and in approving and accepting KPB’s work.

ARTICLE 14. INSURANCE

KPB has purchased at its own expense and/or will maintain in force at all times during the performance of services under this Agreement the policies of insurance required under this Article 14. Where specific limits are shown, it is understood that they will be the minimum acceptable limits. All insurance policies must comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes (AS) Title 21, as amended.

Workers' Compensation Insurance: KPB must provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, as amended, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements, as amended.

Commercial General Liability Insurance: covering all business premises and operations used by KPB in the performance of services under this Agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

ARTICLE 15. CHANGES AND AMENDMENTS

Changes and/or amendments to this Agreement must be in writing and signed by the authorized representative of each Party, with authority to bind the Party.

ARTICLE 16. PAYMENT FOR SERVICES

The compensation for both the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area will be based on a three-year (calendar year) average of call volume as determined for fiscal year 2027 contracting purposes. On or about December 2029, the average will be updated based on the prior three years’ call volume.

16.1 Compensation for the DPS Dispatch Service Area

The compensation for provision of dispatch services for the DPS Dispatch Service Area for the following periods of this Agreement will equal the dollar amounts identified below:

Year 1 - For fiscal year 2027 (July 1, 2026, through June 30, 2027), the compensation will be One Million Seven Hundred Eighty-Seven Thousand Nine Hundred and Seventy-Five Dollars (\$1,787,975) (FY27 Rate).

Year 2 - For fiscal year 2028 (July 1, 2027, through June 30, 2028), the compensation will be the FY27 Rate multiplied by (whether increase or decrease) a percentage equal to the 2026 annual percentage change in the Urban Alaska (Anchorage) Consumer Price

Index (CPI) (FY28 Rate).

Year 3 - For fiscal year 2029 (July 1, 2028 through June 30, 2029), the compensation will be the FY28 Rate multiplied by (whether increase or decrease) a percentage equal to the 2027 annual percentage change in the Urban Alaska (Anchorage) Consumer Price Index (CPI) (FY29 Rate).

16.2 Compensation for the A Detachment South Dispatch Service Area

DPS understands and agrees that the below compensation for the A Detachment South Dispatch Service area is increased from the cost per call DPS pays for the DPS Dispatch Service Area to account for the removal of the benefit of the 911 surcharge because KPB does not receive 911 surcharge monies from municipalities within the A Detachment South Dispatch Service Area, but the below compensation otherwise comports with the cost per call paid by DPS for the DPS Dispatch Service Area.

Year 1 - For fiscal year 2027 (July 1, 2026, through June 30, 2027), the compensation will be Five Hundred Fifty-Four Thousand Six Hundred Twenty-Nine Dollars (\$554,629) (FY27 Rate).

Year 2 - For fiscal year 2028 (July 1, 2027, through June 30, 2028), the compensation will be the FY27 Rate multiplied by (whether increase or decrease) a percentage equal to the 2026 annual percentage change in the Urban Alaska (Anchorage) Consumer Price Index (CPI) (FY28 Rate).

Year 3 - For fiscal year 2029 (July 1, 2028 through June 30, 2029), the compensation will be the FY28 Rate multiplied by (whether increase or decrease) a percentage equal to the 2027 annual percentage change in the Urban Alaska (Anchorage) Consumer Price Index (CPI) (FY29 Rate).

16.3 Payments

DPS must pay the compensation amounts for the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area in prorated quarterly payments, payable on July 15, October 15, January 15, and April 15. If the payment is not received in full within 30 calendar days of the due date, KPB will e-mail notice of delinquency and add a 15% delinquency fee to the invoice. KPB may elect to deduct any amounts owed to KPB from any payments it otherwise would owe DPS.

DPS is not responsible for and will not pay local, state, or federal taxes. All costs associated with the Agreement must be stated in U.S. currency.

DPS is a government entity and it is understood and agreed that DPS's payments herein provided for may be paid appropriations by the Legislature of the State of Alaska (the Legislature), and approval or continuation of this Agreement is contingent upon appropriation by the Legislature. The State of Alaska reserves the right to terminate this

Agreement in whole or in part if, in its sole judgment, the Legislature fails, neglects, or refuses to appropriate sufficient funds as may be required for the State of Alaska to continue such payments, or if the Executive Branch of the State of Alaska mandates any cuts or holdbacks in spending, or if funds are not budgeted or are otherwise unavailable. Further, in the event of non-appropriation, the State of Alaska will not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom. KPB reserves the right to terminate this Agreement in whole or part upon at least 14 days written notice if the Legislature fails, neglects, or refuses to appropriate sufficient funds as may be required for DPS to continue such payments as of the date of the notice, or if funds are not budgeted or otherwise available within 14 days of the date of the notice.

ARTICLE 17. INVOICES

KPB must submit properly-documented invoices in the first month of every quarterly period in accordance with the State of Alaska fiscal year. The State of Alaska fiscal year starts July 1 and ends June 30. Payment for services provided under this Agreement must be made as indicated below. Payment is contingent upon KPB delivering properly-documented invoices to DPS. Every invoice must include the following information:

- a) Agreement number;
- b) Identification of the billing period;
- c) Total amount billed;
- d) Date invoice was submitted for payment; and
- e) Entity name, contact information, and Alaska vendor number.

KPB must send invoices to the address identified in Article 18, “Notices”. Questions concerning payment must be addressed to the DPS contact identified in Article 18, “Notices”. DPS must pay KPB invoices within thirty days from the date of invoice or interest will apply. Invoicing will occur within the first fifteen days of the period covered:

17.1	<u>DPS Dispatch Service Area Period</u>	<u>Amount</u>
	July 1, 2026 – September 30, 2026	\$446,993.75
	October 1, 2026 – December 31, 2026	\$446,993.75
	January 1, 2027 – March 31, 2027	\$446,993.75
	April 1, 2027 – June 30, 2027	\$446,993.75
17.2	<u>A Detachment South Dispatch Service Area Period</u>	<u>Amount</u>
	July 1, 2026 – September 30, 2026	\$138,657.25
	October 1, 2026 – December 31, 2026	\$138,657.25
	January 1, 2027 – March 31, 2027	\$138,657.25
	April 1, 2027 – June 30, 2027	\$138,657.25

ARTICLE 18. NOTICES

Notices by the Parties pursuant to this Agreement must be in writing and sent to the following addresses or as may be updated by written notice to the other Party:

Department of Public Safety Communications Director
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, AK 99669
Email: tgoggia@kpb.us

State of Alaska
Department of Public Safety
Office of the Commissioner
5700 East Tudor Road
Anchorage, AK 99507-1225
E-mail: dps.ast.directors.office@alaska.gov

ARTICLE 19. TERMINATION

Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party at least nine months' prior written notice of termination. The Party initiating the written notice of will not incur any liability or obligation to the terminated Party, other than payment for amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, as applicable. The Party receiving the written notice of termination must take immediate steps to stop the accrual of any additional obligations that might require payment. All funds due after termination will be established based upon payments issued prior to termination and, as appropriate, a refund or invoice will be issued.

ARTICLE 20. DISPUTES

This Agreement will be governed by the laws of the State of Alaska, and any lawsuit brought thereon must be filed in the Superior Court of the Third Judicial District at Kenai, Alaska. Where possible, disputes will be resolved by informal discussion between the Parties. In the event the Parties are unable to resolve any dispute through good faith negotiations, before a Party files a court action, the dispute will proceed to alternative dispute resolution using a method and mediator mutually agreed upon by the Parties, with the costs shared equally.

ARTICLE 21. ENTIRE AGREEMENT

This document is the entire agreement of the Parties, who accept the terms of this Agreement as shown by their signatures below. In the event the Parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency.

ARTICLE 22. SURVIVAL

Should any provision of this Agreement be found to be unenforceable or void for any reason, it will be considered as severed, and the remaining portions will stand as if that provision had never

been included. Should the unenforceable or void provision be essential to the continuing existence of this Agreement, the Parties will substitute a reasonable replacement provision.

ARTICLE 23. COUNTERPARTS

This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, as amended, and if so, each of which will be considered an original, all of which together will constitute one and the same instrument.

Signed and sealed by the Parties on the dates shown:

**STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY**

KENAI PENINSULA BOROUGH

Leon Morgan
Deputy Commissioner

Peter A. Micciche
KPB Mayor

Date: _____

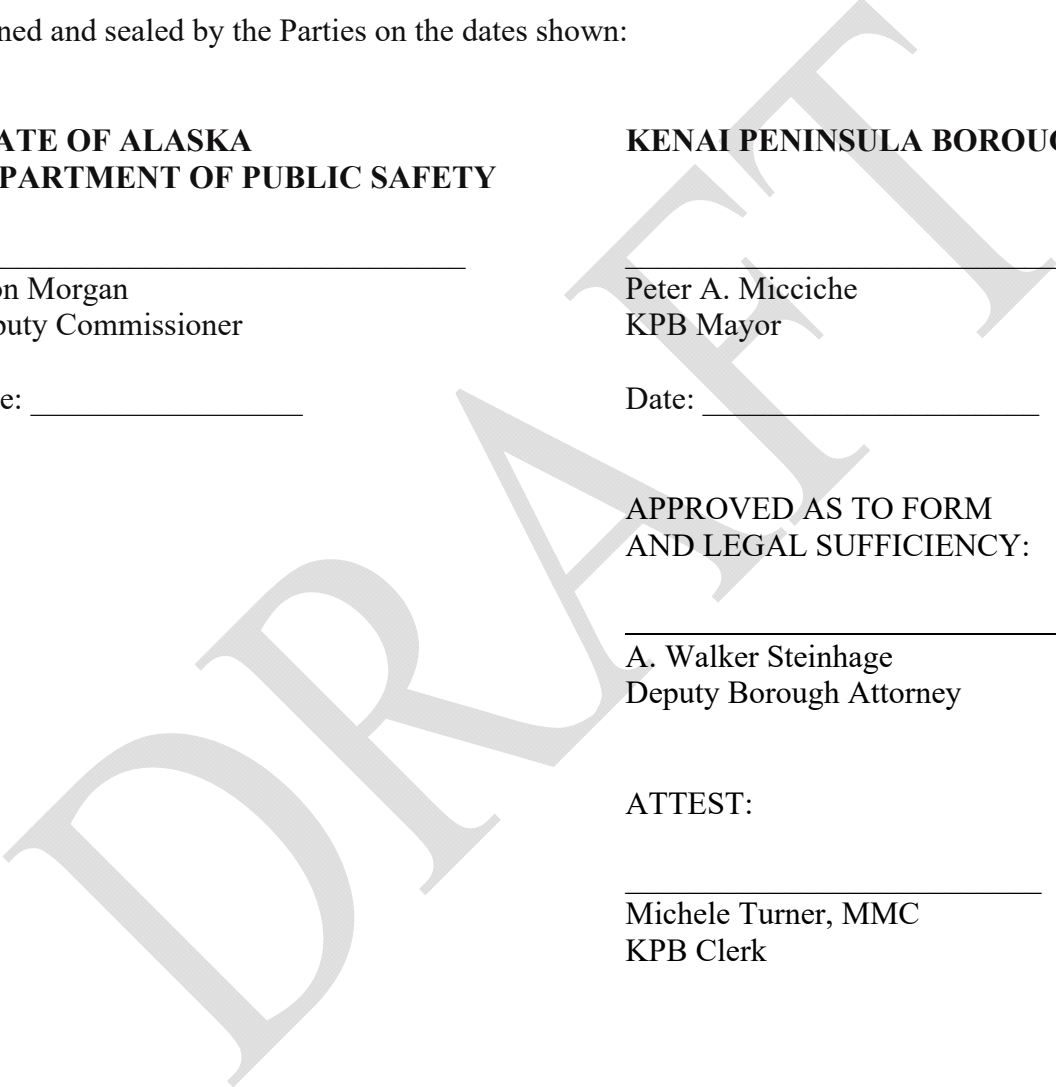
Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

A. Walker Steinhage
Deputy Borough Attorney

ATTEST:

Michele Turner, MMC
KPB Clerk





GRANT OR AGREEMENT AWARD COVER SHEET

FS-1500-0100
OMB No. 0596-0217
EXP: 05/31/2027

IDENTIFICATION INFORMATION

1. Federal Award Identification Number (FAIN): 26-LE-11100400-020 (Agreement Number)	2. Cooperator Agreement/Instrument #:
3. New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Mod. Number _____ FFA Award <input type="checkbox"/> Master <input type="checkbox"/> Stand-Alone <input checked="" type="checkbox"/> SPA <input type="checkbox"/>	4. Instrument (Project) Title: Kenai Peninsula Borough Department of Public Safety Communications
5. Authority U.S.C and Title: Cooperative Law Enforcement Act, 16 U.S.C. 551a	6. Assistance Listing Number and Title: 10.704 - Law Enforcement Agreements
7. Cooperator/Recipient Information (Must match SAM.gov): Name: Kenai Peninsula Borough Address: 144 N Binkley ST City: Soldotna State AK Zip: 99669-7520	8. U.S. Forest Service Unit Address (where the work is being managed): Name: Chugach National Forest Address: 161 East 1st Ave., Door 8 City: Anchorage State AK Zip: 99501
9. Cooperator Unique Entity Identifier (UEI): LFJ1BSEYK6H3	10. Master Agreement Number if SPA: N/A
11. Period of Performance: Start Date: 07/01/2026 Expiration Date: 06/30/2031	12. Master Agreement Expiration Date: (SPA expiration date cannot exceed the Master)
13. Cooperator Program Manager: Name: Tammy Goggia-Cockrell Phone: (907) 714-2496 Email: tgoggia@kpb.us	14. U.S. Forest Service Program Manager: Name: John Brinley Phone: (907) 440-5175 Email: john.brinley@usda.gov

FINANCIAL INFORMATION

15. Federal Funding to be Obligated to Cooperator: \$21,445.40	16. Cooperator Contribution Funds: \$0.00
17. Payment Method: No Funds <input type="checkbox"/> Reimbursable <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Advance Period _____	18. Cooperator Match Percentage: 00.00%
19. Program Income/Revenue: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	20. Cooperator Indirect Cost Rate (approved rate charged to award): De minimis <input type="checkbox"/> NICRA <input type="checkbox"/> Rate _____

REPORTING REQUIREMENTS

21. Performance Report Frequency: Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	22. Financial Report Frequency: Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
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ATTACHMENTS

The attachments listed below are hereby incorporated and made a part of this instrument.

23. REQUIRED FOR ALL INSTRUMENTS: <input checked="" type="checkbox"/> USDA FFA/MIA General Terms and Conditions <input checked="" type="checkbox"/> FS FFA/MIA/R&D General Terms and Conditions <input checked="" type="checkbox"/> Purpose/Scope of Work Narrative <input checked="" type="checkbox"/> Budget/Financial Plan <input type="checkbox"/> Other (specify): _____	24. REQUIRED DEPENDENT ON INSTRUMENT TYPE: <input type="checkbox"/> Statement of Mutual Benefit and Interest <input type="checkbox"/> Federal Financial Assistance Forms/Assurances <input type="checkbox"/> TFPA/638 Project Proposals <input checked="" type="checkbox"/> Modification Purpose and/or Description <input type="checkbox"/> Other (specify): _____
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25. By signing this instrument, the signer certifies that they are vested with the authority to enter into this instrument.

Cooperator Signature:	Name and Title: PETER A. MICCICHE, Kenai Peninsula Borough Mayor	Date:
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26. This instrument, subject to the provisions above, is executed by The U.S. Forest Service Authorized Signatory:

Signature:	U.S. Forest Service Signatory Official (SO) Name and Title: JENNIFER K. YOUNGBLOOD, Forest Supervisor, Chugach National Forest	Date:
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27. The authority and format of this instrument have been reviewed and approved for signature.

Signature: BRENDAN WITT <small>Digitally signed by BRENDAN WITT Date: 2026.06.05 14:28:31 -06'00'</small>	U.S. Forest Service Grants Management Specialist Name: BRENDAN WITT	Date:
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Additional Contacts (if applicable):

28. Cooperator Program Manager: Name: Brandi Harbaugh, Administrative Contact Phone: (907) 714-2170 Email: bharbaugh@kpb.us	29. U.S. Forest Service Program Manager: Name: Phone: Email:
30. Cooperator Program Manager: Name: Phone: Email:	31. U.S. Forest Service Program Manager: Name: Phone: Email:

Any additional contacts shall be included in an attachment to this instrument.

Additional Signatories (if applicable):

By signing this instrument, the signer certifies that they are vested with the authority to enter into this instrument.

32. Cooperator Signature:	Name and Title: A. WALKER STEINHAGE, Kenai Peninsula Borough Deputy Attorney	Date:
33. Cooperator Signature:	Name and Title:	Date:

This instrument, subject to the provisions above, is executed by The U.S. Forest Service Authorized Signatory:

34. Signature:	U.S. Forest Service Signatory Official (SO) Name and Title: TIMOTHY WALTHER, Special Agent in Charge	Date:
35. Signature:	U.S. Forest Service Grants Management Specialist Name:	Date:

Any additional signatories shall be included in an attachment to this instrument.

PAPERWORK REDUCTION ACT STATEMENT

According to the Paperwork Reduction Act of 1995, a Federal agency may not conduct or sponsor, and a person is not required to respond to, an information collection request unless it displays a valid Office of Management and Budget (OMB) control number. The valid OMB control number for this information collection request is 0596-0217. Response to this information collection request is mandatory to obtain or retain benefits. The authority for this information collection request is Paperwork Reduction Act (Pub. L. No. 96-511, 94 Stat. 2812, as amended by Pub. L. 104-13) 44 U.S.C. §§ 3501–3521. The time required to complete this information collection request is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, collecting and maintaining the data needed, and completing and reviewing the information collection request. Send comments regarding this burden estimate or any other aspect of this information collection request, including suggestions for reducing the burden, to Forest Service Information Collections Officer, SM.FS.InfoCollect@usda.gov, with OMB control number 0596-0217 in the subject line.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

COOPERATIVE LAW ENFORCEMENT AGREEMENT

26-LE-11100400-020

SOLDOTNA PUBLIC SAFETY COMMUNICATIONS CENTER DISPATCH SERVICES KENAI PENINSULA BOROUGH

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has a limited amount of financing to meet their responsibility of enforcing these laws.

This agreement will provide funds to the Kenai Peninsula Borough (KPB) on behalf of the Kenai Peninsula Borough Department of Public Safety Communications (DPSC) to continue providing dispatch services for USDA Forest Service Law Enforcement officers. U.S. Forest Service Law Enforcement Officers conduct law enforcement patrols, participate in search and rescues, and respond to public safety incidents. The KPB DPSC, a KPB department implements and performs all functions, including 911 call-taking and other public safety communications necessary for operations of the emergency communications at the Soldotna Public Safety Communication Center (SPSCC), the regional multi-agency dispatch center facility and organization owned and operated by KPB. This agreement will establish a partnership between the U.S. Forest Service and KPB, on behalf of the DPSC, that will enhance communication and interaction between these organizations.

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Annual Operating Plan).
- B. Ensure that the officers/agents of the KPB DPSC performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact listed on the FS-1500-0100 of any suspected criminal activities in connection with activities on NFS lands.

- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan.
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. If agreed to without reimbursement, monitor the U.S. Forest Service radio during the following periods: 24 hours daily, annually. Address any concerns or notify/request assistance from the U.S. Forest Service, as required.
- K. Provide radio dispatch coverage for U.S. Forest Service Law Enforcement Officers within the Chugach National Forest in addition to public safety incidents handled by KPBC DPSC. KPBC DPSC will notify U.S. Forest Service Law Enforcement Officers of any incidents that occur on the Chugach National Forest.
- L. Be responsible for processing criminal justice information queries into the Alaska Public Safety Information Network (CPI-APSIN) on behalf of the U.S. Forest Service Law Enforcement Officers covered by this agreement.
- M. Conduct regular welfare checks on U.S. Forest Service Law Enforcement Officers consistent with the KPBC DPSC Policy and Procedure Manual, section 2016.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan.

- B. Reimburse the KPB DPSC for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice.
- C. Provide KPB DPSC with a list of all U.S. Forest Service Law Enforcement Officers and their contact information.
- D. Provide KPB DPSC with a schedule of when U.S. Forest Service Law Enforcement Officers are regularly scheduled to work.
- E. Require each U.S. Forest Service Law Enforcement Officer to contact KPB DPSC and identify when they are in and out of service.
- F. Require each U.S. Forest Service Law Enforcement Officer to report the area and duration of specialized patrols such as boat and snow machine patrols.
- G. Assign and track case numbers for law enforcement and public safety activities.
- H. Be responsible for all clerical support.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. **U.S. DEPARTMENT OF AGRICULTURE GENERAL TERMS AND CONDITIONS.** In accordance with Secretarial Memorandum 1078-021, the USDA General Terms & Conditions for Mutual Interest Agreements dated December 31, 2025, and its implementing regulations, 2 CFR 400, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These Departmental policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement and located at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions?utm_medium=email&utm_source=govdelivery.
- B. **FOREST SERVICE GENERAL TERMS AND CONDITIONS.** The Forest Service General Terms & Conditions Mutual Interest Agreement dated February 14, 2026, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These federal policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement, located at <https://www.fs.usda.gov/working-with-us/grants/terms-conditions>.
- C. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the

conditions covered by this agreement and agree to actions essential to fulfil their purposes.

- D. An Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- E. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- F. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
 - 1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 - 2. Specific beginning and ending dates.
 - 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 - 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 - 5. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
- G. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- H. The officers/agents of the KPB DPSC performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the KPB DPSC. Law enforcement provided by KPB DPSC and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- I. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

- J. KPB DPSC's reimbursable expenses must be listed in an approved Annual Operating Plan, expended in connection with activities on NFS lands, and expenses beyond those which they are normally able to provide.
- K. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- L. Reimbursement may include the costs incurred by the KPB DPSC in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.
- M. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

**COOPERATIVE LAW ENFORCEMENT
26-LE-11100400-020**

**2026
ANNUAL OPERATING AND FINANCIAL PLAN**

Previous Year Carry-over: \$0.00
Current Obligation: \$21,445.40
Total Operating Plan Amount: \$21,445.40

U.S. DEPARTMENT OF AGRICULTURE GENERAL TERMS AND CONDITIONS. In accordance with Secretarial Memorandum 1078-021, the USDA General Terms & Conditions for Mutual Interest Agreements dated, December 31, 2025, and its implementing regulations, 2 CFR 400, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These Departmental policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement and located at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions?utm_medium=email&utm_source=govdelivery.

FOREST SERVICE GENERAL TERMS AND CONDITIONS. The Forest Service General Terms & Conditions Mutual Interest Agreement dated February 14, 2026, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These federal policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement, located at <https://www.fs.usda.gov/working-with-us/grants/terms-conditions>.

I. GENERAL:

- A. The contacts identified on the FS-1500-0100 shall be the designated and alternate representative(s) of each party to make or receive requests for special enforcement activities.
- B. Reimbursement is for providing dispatch services for the U.S. Forest Service Law Enforcement Officers working within the dispatch area. This includes answering telephone and radio calls, taking messages, and performing other dispatch related duties. Total reimbursement for actual costs shall not exceed the amount of \$21,445.40.

II. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed on the FS-1500-0100. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
 3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed on the FS-1500-0100 for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident. This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

III. BILLING FREQUENCY:

- A. The U.S. Forest Service will reimburse KPB DPSC for actual expenses incurred, not to exceed the estimated amount listed herein. The U.S. Forest Service will make payment for project costs upon receipt of KPB DPSC's quarterly invoice. The invoice shall display KPB DPSC's actual expenses to date of the invoice, displayed by cost elements for dispatch services. Invoices shall follow the KPB fiscal year from July 1 to June 30.

Category	Estimated Costs
Dispatch Activities	\$21,445.40
Total	\$21,445.40

- B. Any remaining funding in this Operating Plan may be carried forward to the next Annual Operating Plan and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service.

Introduced by: Mayor
Date: 09/16/25
Action: Adopted
Vote: 6 Yes, 0 No, 3 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2025-038**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE STATE OF ALASKA FOR E911 DISPATCH SERVICES IN SOUTHEAST ALASKA, AND TO EXECUTE NEW MEMORANDA OF AGREEMENT WITH ENTITIES UTILIZING DISPATCH SERVICES IN THE REGION

WHEREAS, the Kenai Peninsula Borough (KPB) operates the multi-agency E911 dispatch center known as the Soldotna Public Safety Communications Center (SPSCC) and charges all responding entities that use SPSCC a fee for SPSCC services; and

WHEREAS, SPSCC currently provides E911 dispatch services to multiple federal, state, and local governmental and non-profit entities within the Kenai Peninsula Borough; and

WHEREAS, the State of Alaska, Department of Public Safety (DPS) Northern Dispatch Center in Fairbanks dispatches for DPS Detachments C and D, and portions of A Detachment; and

WHEREAS, the DPS Northern Dispatch Center recently has experienced critical staffing shortages and as a result, DPS has requested SPSCC undertake E911 dispatch services responsibilities for the entities operating within DPS A Detachment South in Southeast Alaska;

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

SECTION 1. That pursuant to Alaska Constitution, Article X, Section 13, and AS 29.35.010(13), the Mayor is authorized to execute an intergovernmental agreement with the State of Alaska, Department of Public Safety, recognizing the delegation of the State of Alaska's powers for the provision of E911 dispatch services outside KPB's municipal boundaries to governmental and non-profit agencies in DPS A Detachment South including, but not limited to, those listed below.

SECTION 2. That the Mayor is authorized to execute addenda to any existing memoranda of agreement for the provision of E911 dispatch services to entities in Southeast Alaska presently covered by existing memoranda of agreement for E911 dispatch services within the Kenai Peninsula, including but not limited to:

- State of Alaska, Department of Public Safety
- State of Alaska, Department of Natural Resources, Division of Parks and Outdoor Recreation
- The National Oceanic and Atmospheric Administration, National Marine Service, Office of Law Enforcement
- State of Alaska Department of Transportation & Public Facilities Measurement Standards & Commercial Vehicle Compliance
- State of Alaska, Department of Corrections, Division of Pretrial, Probation, and Parole
- United States Fish and Wildlife Service Office of Law Enforcement
- United States Department of Agriculture, Forest Service

SECTION 3. That the mayor is authorized to execute new memoranda of agreement for the provision of E911 dispatch services substantially similar to the existing agreements with the Kenai Peninsula Borough entities with any entities in Southeast Alaska that are not presently covered by existing memoranda of Agreement.

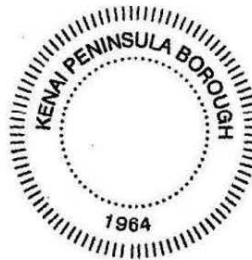
SECTION 4. That this resolution takes effect immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF SEPTEMBER, 2025.

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk



Yes: Cox, Cooper, Ecklund, Johnson, Tunseth, Ribbens

No: None

Absent: Baisden, Dunne, Morton

Introduced by: Mayor
Date: 06/16/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2026-039**

**A RESOLUTION AUTHORIZING PROPRIETARY PROCUREMENT
FOR 911 NETWORK UPGRADES**

WHEREAS, the Kenai Peninsula Borough (KPB) uses telecommunication and data provider services in nearly all aspects of KPB and services area business processes; and

WHEREAS, as the FCC regulated Incumbent Local Exchange Carrier (ILEC) for most of the Kenai Peninsula, ACS is the primary service provider for much of KPB's telecommunications needs; and

WHEREAS, identified network upgrades that are necessary for the continued maintenance and improvement of KPB services, including increasing bandwidth and adding a new element of redundancy for public safety answering points, necessitate proprietary procurement pursuant to KPB 5.28.280 to contract with ACS to provide the upgrades;

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

SECTION 1. That the Mayor is authorized to award a proprietary procurement contract to Alaska Communications (ACS) for 911 Network upgrades pursuant to KPB 5.28.280.

SECTION 2. That this resolution is effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough IT Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayo *PAM*
Brandi Harbaugh, Finance Director *BH*
John Hedges, Purchasing and Contracting Director *JH*
Tammy Goggia-Cockrell, Public Safety Communications Director *TGC*

FROM: Ben Hanson, IT Director *BH*

DATE: June 4, 2026

RE: Resolution 2026- 039, Authorizing Proprietary Procurement for 911 Network Upgrades (Mayor)

The Kenai Peninsula Borough uses telecommunication and data provider services in nearly all aspects of Borough and services area business processes. As the FCC regulated Incumbent Local Exchange Carrier (ILEC) for most of the Kenai Peninsula, ACS is the primary service provider for much of KPB’s telecommunications needs. KPB uses ACS for nearly all of our Wide Area Network (WAN), including connectivity between KPB’s SPSCC 911 Dispatch location and the peninsula’s 3 remote PSAPS (Homer Police Department, Seward Police Department and Kenai Police Department).

SPSCC and KPB IT have identified network upgrades that are necessary for the continued maintenance and improvement of SPSCC’s network, increasing bandwidth and adding a new element of redundancy between all PSAPS. While the circuit improvements only represent an increase of \$1,608.92/month (\$19,307.04/year), the total yearly cost is \$61,513.68.

Pursuant to KPB Code 5.28.280 we request Proprietary Procurement authorization for the upgrade of these communication circuits.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>264.11255.43110 FY27</u>
Amount:	<u>\$ 61,513.68</u>
By: <i>BH</i>	Date: <u>6/4/2026</u>

Introduced by: Mayor
Date: 06/16/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2026-037**

A RESOLUTION APPROVING AN UPDATED MANAGEMENT AGREEMENT FOR THE SEA OTTER COMMUNITY CENTER ON BEHALF OF THE SELDOVIA RECREATIONAL SERVICE AREA AND AUTHORIZING A POOL MANAGEMENT AGREEMENT ADDENDUM

WHEREAS, the KPB’s Seldovia Recreational Service Area (SRSA) was established in 2011 following voter approval; and

WHEREAS, SRSA provides for the furnishing of recreational services within the service area that are based out of, and utilize the Sea Otter Community Center (SOCC), and other facilities as may be authorized by the Assembly, and additional recreational services as are recommended by the service area board and established by the Assembly through the budget process; and

WHEREAS, KPB and the City of Seldovia (City) have developed an intergovernmental partnership wherein the City operates and manages SOCC for the benefit of the service area; and

WHEREAS, the current Management Agreement expires June 30, 2026; and

WHEREAS, the City, KPB and SRSA Board have worked through minor updates to the agreement, with no substantive changes to the current management agreement for the SOCC, and are in agreement on continuing the current partnership; and

WHEREAS, at its meeting held on April 16, 2026, the SRSA Board recommended approval of the updated Management Agreement; and

WHEREAS, in addition, the City, KPB, SRSA Board, community members, and KPBSD have been working together to keep the pool at the Susan B. English School open with the community supporting a SRSA mill rate increase to help keep the pool in operation; and

WHEREAS, this resolution authorizes the KPB Administration to enter into an agreement regarding pool operations for FY27 and report back to the Assembly;

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

SECTION 1. That the Assembly approves the accompanying Management Agreement for the Sea Otter Community Center on behalf of the Seldovia Recreational Service Area and authorizes the Mayor to execute a management agreement materially in the form of the accompanying agreement and any necessary amendments or addendums to the agreement to effectuate the intent and purpose of this resolution.

SECTION 2. That the Assembly further authorizes the Mayor to execute an agreement related to pool management for the Seldovia pool with funding from SRSA for this purpose to not exceed \$120,000. The Assembly requests that the Mayor report back to the Assembly regarding any agreements entered into pursuant to this section.

SECTION 3. That this resolution is effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF JUNE, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Legal Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*

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

DATE: June 4, 2026

RE: Resolution 2026-037, Approving an Updated Management Agreement for the Sea Otter Community Center on Behalf of the Seldovia Recreational Service Area and Authorizing a Pool Management Agreement Addendum (Mayor)

The resolution authorizes the Mayor to execute the updated Management Agreement with the Sea Otter Community Center. There are no substantive changes to the previous agreement which expires on June 30, 2026.

Changes from prior agreement:

- Recitals: reorganized the recitals for readability purposes.
- Section 1. Purpose: added the word operate because Seldovia will operate and manage the facility. Staffing flexibility per SRSA Board recommended edits while outline expectation to continue to provide services at prior years' levels.
- Section 2. Allowed activities: added the word operate because Seldovia will operate and manage the facility.
- Section 4. Term: Changed from 5 year term to 3 year initial term, 3 year renewal upon mutual agreement.
- Section 5. Consideration: Same amount of funds available, changed references to fiscal years to a more flexible reference.
- Section 6 Seldovia's obligations: provided specific department (legal) to refer claims to. Move Section 10 and 12 related to repairs, improvements, and liability up into this section so that obligations were all under one section. Added a reference to the insurance requirements under the obligations section.
- Section 9. School rules. Cleanup items. Added that both City and Board may have role in enforcing rules. No other substantive changes.
- Section 10. Repairs and Improvements. Struck section. Moved up to section 6 - Seldovia obligations.
- Section 12. Liability: Struck section. Moved up to section 6 - Seldovia obligations.
- Section 13. Insurance. Updated by Risk to align with standard insurance language. Not aware of any substantive changes. CGL amount is the same.

- Section 14. Mutual Defense and Indemnification. Language improvement to comply with law no substantive changes.
- Section 16. Termination for convenience. Added a longer time period to terminate for convenience recognizing that such a termination would be a process and take time but added flexibility via the ability to mutually agree to terminate at any time.
- Section 17. Assignment. Change from prior agreement. This agreement is not assignable. The partnership is specific to the parties.

In addition, the resolution authorizes the Mayor to enter into an agreement regarding operations of the Seldovia pool with funding from SRSA for that purpose not to exceed \$120,000 for FY27.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>227-61210-00000-43011</u>	Amt: <u>\$ 120,000</u>
By: <u><i>CJ</i></u>	Date: <u>6/2/2026</u>
Note: Funding contingent upon Assembly Budget approval for FY27	

**MANAGEMENT AGREEMENT
FOR THE
SEA OTTER COMMUNITY CENTER**

This Management Agreement (Agreement) is made and entered into by and between the Kenai Peninsula Borough, an Alaska municipal corporation, of 144 N. Binkley Street, Soldotna, Alaska 99669, hereinafter referred to as "KPB", on behalf of the Seldovia Recreational Service Area, hereinafter referred to as "SRSA", and the City of Seldovia, Nikiski, Alaska 99611, hereinafter referred to as "SELDOVIA". This Agreement is effective July 1, 2026.

RECITALS

WHEREAS, SRSA has the power to provide for services and programs for recreational services within the service area boundary as defined by Kenai Peninsula Borough Code of Ordinances (KPB Chapter 16.55), and to fund such services and programs through the levy of property taxes; 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; and

WHEREAS, 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; and

WHEREAS, since 2013, SELDOVIA has partnered with KPB to operate and manage the Sea Otter Community Center; and

WHEREAS, the current Agreement expires June 30, 2026;

NOW THEREFORE, the parties do hereby stipulate and agree as follows:

Section 1. Purpose.

The purpose of this management Agreement is to contract with SELDOVIA to operate and manage the facility known as the Sea Otter Community Center (SOCC), which is owned by the Kenai Peninsula Borough and located on the Susan B. English School campus at Tract 3B Fleming Giles Estates No 2, Plat No 96-01, Seldovia Recording District, Third Judicial District, State of Alaska. SELDOVIA will employ personnel to provide facility coordination, community recreation and custodial services for the purpose of fulfilling obligations under this Agreement in operating and managing the SOCC consistent with prior year levels and

expectations, not to exceed the amount budgeted and appropriated by the KPB Assembly for contractual services .

Section 2. Allowed Activities.

The coordinator employed by SELDOVIA will operate and manage the SOCC to provide the services which are authorized by the SRSA plan adopted by the KPB assembly on June 3, 2014, approved by the coordinator and take place at the SOCC and the Susan B. English school campus. Off campus recreational activities conducted by the SRSA are not subject to this management Agreement. The SRSA and City of Seldovia may arrange a separate Agreement to address off campus recreational activities subject to advance assembly approval of the use of any additional facilities, and also that any such additional recreational services are recommended by the service area board and established by the assembly through the budget process as provided in KPB 16.55.090. This shall not preclude the SRSA from contracting with other organizations to provide for off campus recreational activities by separate Agreement in accordance with borough procurement processes and subject to compliance with the above restrictions.

Section 4. Term.

This Agreement is effective for an initial term of three years from July 1, 2026, to June 30, 2029. This Agreement may be extended for an additional three year term upon mutual written consent of the parties.

Section 5. Consideration.

The KPB shall pay SELDOVIA on the 15th day of each month for the services SELDOVIA provided in the preceding month under this Agreement beginning the month the Agreement is fully executed. Services include the full cost of the employees as it relates to services provided for the SOCC. An administration fee equivalent to 3 percent of the monthly bill may be charged by SELDOVIA and included in the monthly billing. The total amount provided to SELDOVIA shall not exceed \$37,000 for FY2027, which includes the 3 percent admin fee and associated personnel expense, as budgeted and appropriated by the KPB Assembly for contractual services for the SOCC. The total amount of the Agreement for each fiscal year of the Agreement may not exceed the amount budgeted and appropriated by the KPB Assembly for contractual services for the SOCC for each fiscal year. The parties will enter an amendment to this Agreement setting forth the contractual amount for each fiscal year covered by this Agreement.

Section 6. Keys.

KPB will provide SELDOVIA with keys to the SOCC. SELDOVIA agrees that no duplication of keys will be made without the express written permission of the KPB. SELDOVIA will return all keys that KPB issued and all duplicate keys at the conclusion of the term of this management Agreement. When the SOCC is not in

use for activities authorized by this management Agreement the facility shall be locked.

Section 7. SELDOVIA's Obligations.

Pursuant to this Agreement, SELDOVIA will:

- 7.1 Keep the SOCC in a clean, neat, and safe condition.
- 7.2 Properly dispose of all rubbish, garbage, and waste in a clean and sanitary manner in reasonable and regular intervals.
- 7.3 Refrain from engaging in any activity which could result in civil liability to KPB.
- 7.4 Schedule events and ensure that all parties running events sign the most recent facility use Agreement approved by the borough
- 7.5 Assess and collect fees for use consistent with KPB 1.26.020(C) and the fee schedule approved pursuant to KPB Chapter 1.26.
- 7.6 Ensure events conducted at the facility are within the allowed activities set forth in Section 3 of this management Agreement.
- 7.7 Make the appropriate preparations for uses of the facility.
- 7.8 Ensure proper oversight is available for each use with a designated responsible party.
- 7.9 Prepare and deliver a monthly report to the SRSA board regarding uses of the facility and financial reports including all revenues and expense, and shall also provide this report to the Borough Finance Director on a monthly basis.
- 7.10 Comply with and ensure full compliance with all applicable local, state and federal laws and regulations, including without limitation labor laws, governing SELDOVIA's operations, programs, services, facilities and equipment. SELDOVIA shall refrain from use or allowing use of the premises in any manner inconsistent with said laws, the SRSA plan and policy manual, or this Agreement.
- 7.11 Immediately notify KPB's Legal Department (legal@kpb.us) of any lawsuits or claims pending or filed against SELDOVIA relating to SELDOVIA's services pursuant to this Agreement. Immediately notify the KPB of any injuries occurring during programs operated by SELDOVIA and of any damages to KPB equipment or property.
- 7.12 Provide monthly invoice with supporting documentation, to include employee hours by position and dollars associated to each, on or before 30 days after each month end.
- 7.13 Comply with all Borough Finance and Purchasing Departments' code requirements, policies and procedures including but not limited to procurement, cash management, petty cash, accounts receivable and vendor payments.

- 7.14 Maintain and conduct an annual inventory of the equipment, software, and other personal property in the facility and provide copies to the SRSA Board and KPB Finance Department.
- 7.15 Promptly notify the KPB of maintenance, repair, and facility concerns.
- 7.16 Be liable for damage to any KPB owned property resulting from its management and occupancy of the SOCC. Such damages shall be restored, repaired or replaced by SELDOVIA at SELDOVIA's sole expense; failure to repair damages subjects SELDOVIA to all available remedies KPB has at law or equity. The election of one remedy will not prohibit KPB from pursuing any and all of the available remedies.
- 7.17 Will not make alterations to the physical structure or fixtures of the SOCC, without written consent of KPB.
- 7.18 Will not encumber or make alterations to the land or campus without written consent of KPB.
- 7.19 Provide up to eight hours per week of custodial services, including but not limited to, interior cleaning such as vacuuming, mopping, garbage disposal and similar tasks, and basic maintenance such as changing light bulbs and programming thermostats and similar tasks.
- 7.20 Procure required insurance as set forth in Section 13, below.

Section 8. KPB's Obligations.

Pursuant to this Agreement, KPB, in coordination with the SRSA Board, as applicable, will:

- 8.1 Provide SELDOVIA occupancy of the subject property during the Agreement term for the purposes set forth in this Agreement. Additionally, SELDOVIA shall negotiate with the KPB through a separate facility use Agreement, if it wishes to use of the SOCC as an incident command center for the City. The City shall be responsible for any costs associated with that use.
- 8.2 Maintain and repair the roof, exterior walls, and foundation.
- 8.3 Pay consideration for SELDOVIA's employment of necessary personnel as set forth in section 1 and section 5 of this Agreement to carry out the obligations and requirements of this Agreement.
- 8.4 Supply the ordinary maintenance and repair of SOCC and equipment and replacement of supplies that are normally performed on a day-to-day, periodic, or routine basis in order keep the facility and equipment in good, clean, efficient and safe condition including but not limited to paying electric, fuel oil, water, telephone, cleaning, pest control, and waste removal expenses.

- 8.5 Purchase all materials and supplies necessary to carry on the day-to-day operation of the SOCC and provide the services authorized by this management Agreement.
- 8.6 Procure required insurance as set forth in Section 13, below.

Section 9. School Rules.

It is understood that the SOCC is located on the campus of the Susan B. English KPBSD kindergarten through 12th grade school. As such, the following rules must be observed in accord with KPBSD school board policy and enforced by SELDOVIA and the SRSA Board, as applicable:

- 9.1 To provide competent adult supervision.
- 9.2 Smoking, vaping, and/or any tobacco use is prohibited on school property.
- 9.3 Alcoholic beverages and illegal or illicit drugs are not permitted in school facilities or on school property at any time. This includes marijuana.
- 9.4 Obscenity is prohibited.
- 9.5 Firearms or other deadly or defensive weapons, as defined in AS 11.81.900(b) (17) and (26), are not permitted in school facilities or on school property.
- 9.6 Installation of equipment, alteration of existing building facilities, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval from KPB.
- 9.7 Advertising or sales of merchandise and printed matter, except that incidental to school or service area programs, is prohibited on school grounds.

Section 10. Relationship of the Parties.

The services to be rendered under this Agreement are those of an independent contractor. SELDOVIA will not at any time directly or indirectly act as an agent, servant or employee of the KPB or make any commitments or incur any liabilities on behalf of the KPB without the KPB's express consent. The KPB, its administration, and the SRSA shall not supervise or direct SELDOVIA except as set forth in this Agreement. During the period in which the contract is amended on an annual basis as detailed in section 5, the City Manager will annually meet with SRSA to request feedback on the services provided within the past fiscal year specifically regarding any areas that stood out as successful and any areas in need of improvement.

Section 11. Insurance.

Insurance coverage required under this Agreement must be primary and exclusive of any other insurance carried by KPB. Minimum levels of insurance coverage required under this Agreement must remain in effect for the life of this Agreement. If SELDOVIA's policies contain higher limits, KPB will be entitled to coverage to the extent of such higher limits. Certificates of Insurance will be delivered to KPB at the time of submission of the signed Agreement. KPB may request copies of required policies and endorsements, which must be provided within ten (10) calendar days of KPB's request.

Commercial General Liability: SELDOVIA must provide and maintain commercial general liability insurance ("CGL"). The CGL policy must be written on an occurrence basis and with a limit of not less than one million dollars (\$1,000,000.00) per occurrence. If necessary to provide the required limits, the CGL policy's limits may be layered with an umbrella or excess liability policy. This policy must name KPB as additional insured with a waiver of subrogation.

Workers' Compensation: SELDOVIA must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work 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. Subrogation will be waived.

The KPB will procure and maintain property insurance covering the SOCC facility, including the primary building and KPB-owned contents and will maintain discretion in establishing coverage limits, policy terms, and deductibles under its property insurance program. SELDOVIA will be responsible for damage to the SOCC facility or other KPB-owned property caused by its acts or omissions, or those of its employees, agents, contractors, or invitees in connection with its management or occupancy of the SOCC. The KPB will repair, restore, or replace such property, with SELDOVIA reimbursing KPB for all reasonable costs incurred.

Section 12. Mutual Defense and Indemnification.

To the fullest extent permitted by law, the SELDOVIA shall defend, indemnify, and hold harmless KPB, its agents and employees from and against any claims, damages, injuries (including death), losses, and expenses, including, but not limited to, attorney's fees, directly or indirectly arising out of or in connection with obligations or services rendered in accordance with this Agreement. This section will be construed in accordance with AS 45.45.900, as amended, and will not be construed to require SELDOVIA to indemnify KPB from KPB's sole negligence or willful misconduct.

To the fullest extent permitted by law, KPB shall defend, indemnify, and hold harmless SELDOVIA, its agents and employees from and against any claims, damages, injuries (including death), losses, and expenses, including, but not limited to, attorney's fees, directly or indirectly arising out of or in connection with obligations or services rendered in accordance with this Agreement. This section will be construed in accordance with AS 45.45.900, as amended, and will not be construed to require SELDOVIA to indemnify KPB from KPB's sole negligence or willful misconduct.

Section 13. Termination for cause.

- 13.1 SELDOVIA's right to occupy and manage the SOCC will, at KPB's discretion and option, cease should SELDOVIA allow any of the following to occur on the subject property:
 - (A) Failure to comply with any material term of this Agreement; or
 - (B) Commit waste of the property, beyond normal wear and tear and to fail to cure such waste. Waste is defined as unreasonable conduct that results in physical damage to the property or substantial diminution in the value of the property.
- 13.2 In the event of a default, KPB shall give SELDOVIA written notice of the default and a thirty-day opportunity in which to cure. If the default is not cured by this deadline, this Agreement shall terminate and KPB may immediately take possession of the subject property.
- 13.3 If KPB violates any material provision of this Agreement SELDOVIA may give written notice of the violation and of SELDOVIA's intent to terminate the Agreement. If KPB fails to correct the violation within thirty days after receipt of written notice SELDOVIA may terminate the Agreement.

Section 14. Termination for convenience.

Either party may terminate this Agreement for convenience upon 180 days written notice to the other party. This Agreement may be terminated any time by the mutual written consent of the parties so long as the termination by mutual written consent sets forth the effective date of the termination.

Section 15. Assignment.

This Agreement is not assignable.

Section 16. Interpretation and Enforcement.

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole,

not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 17. Severability.

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 18. Understanding.

SELDOVIA acknowledges that it has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of its own free will.

Section 19. Notices.

Any notice required pertaining to the subject matter of this Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following addresses:

KENAI PENINSULA BOROUGH: Borough Mayor
144 N. Binkley Street
Soldotna, AK 99669

CITY OF SELDOVIA: City Manager
P.O. Drawer B
Seldovia, AK 99663

Section 20. Jurisdiction; Choice of Law.

Any civil action arising from this Agreement shall be brought in the superior court for the Third Judicial District of the state of Alaska at Kenai. The law of the State of Alaska shall govern the rights and obligations of the parties.

Section 21. Non-Waiver.

The failure of the KPB at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the KPB thereafter to enforce each and every protection hereof.

Section 22. Agreement Administration.

- 22.1 The mayor, or designee, will be the representative of the KPB administering this Agreement.
- 22.2 The services to be furnished by SELDOVIA shall be administered, supervised, and directed by the Seldovia city manager or the manager's designee who shall be an employee of the City of Seldovia.

Section 23. Integration.

This instrument and all appendices and amendments hereto embody the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either oral or written, between the parties.

KENAI PENINSULA BOROUGH:

CITY OF SELDOVIA

Peter A. Micciche, Mayor

Heidi Geagel, City Manager

ATTEST:

ATTEST:

Michele Turner, Borough Clerk

Elizabeth Diamant, City Clerk

Introduced by: Mayor
Date: 06/16/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2026-038**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE
FOURTH AMENDMENT TO THE OPERATING AGREEMENT WITH
SOUTH PENINSULA HOSPITAL, INC.**

WHEREAS, the Kenai Peninsula Borough (KPB) has entered into an Operating Agreement with South Peninsula Hospital, Inc. (SPH, Inc.) for management and operation of South Peninsula Hospital (SPH), campus and other medical facilities, and to provide other healthcare programs and services, on a nonprofit basis; and

WHEREAS, KPB and SPH administrations have worked collaboratively to address real property acquisition due diligence and required provisions for leases in which SPH, Inc. is the sole lessee, as well as a request to raise the lease cap due to SPH, Inc. future planning and space needs; and

WHEREAS, at its meeting held on May 14, 2026, the South Kenai Peninsula Hospital Service Area Board recommended approval of this amendment;

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

SECTION 1. That the Mayor is authorized to execute a Fourth Amendment to the Operating Agreement substantially similar to the version accompanying this resolution.

SECTION 2. That this resolution is effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY JUNE, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Legal Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*

FROM: Sean Kelley, Borough Attorney *SK*

DATE: June 4, 2026

RE: Resolution 2026- 038 , Authorizing the Mayor to Execute the Fourth Amendment to the Operating Agreement with South Peninsula Hospital, Inc. (Mayor)

This Resolution authorizes the Mayor to execute the 4th Amendment to the Operating Agreement with SPH, Inc. The Fourth Amendment provides clear protocols and responsibilities for real property acquisition due diligence and required provisions for leases in which South Peninsula Hospital, Inc. is the sole lessee. In addition, this amendment raises the lease cap.

Your consideration is appreciated.

FOURTH AMENDMENT TO THE OPERATING AGREEMENT FOR SOUTH PENINSULA HOSPITAL

This Fourth Amendment to the Operating Agreement for South Peninsula Hospital (“Fourth Amendment to the Operating Agreement”) is by and between South Peninsula Hospital, Inc., an Alaska nonprofit corporation, of 4300 Bartlett, Home, Alaska 99603, hereinafter referred to as “SPHI” and the Kenai Peninsula Borough, an Alaska municipal corporation of 144 N. Binkley, Soldotna, Alaska 99669, hereinafter referred to as “Borough,” collectively referred to as the parties.

WHEREAS, this Fourth Amendment to the Operating Agreement is made for the purpose of providing clear expectations and responsibilities for real property acquisition due diligence as well as required provisions for leases in which SPHI, Inc. is the sole lessee; and

WHEREAS, SPH, Inc. board of directors, approved adopting this fourth amendment via SPHI Resolution 2026-09; and

WHEREAS, South Kenai Peninsula Hospital Service Area Board, at its regular meeting held on May 14, 2026, recommended approval of this amendment to the Operating Agreement and recommended approval by the Borough Assembly; and

WHEREAS, at its regular meeting on _____, the KPBA Assembly adopted Resolution 2026-_____ approving this fifth amendment to the Operating Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. That Section 10, paragraph (d) of the Operating Agreement is hereby amended to read as follows:

d. Property Lease List. The *Property Lease List* shall include a list of all real property leases, regardless of term length or cost, and of all other operating and capital leases with terms greater than one year. This shall apply to all leases entered into by SPHI as lessee or lessor. At a minimum, the list must identify the leased property (including the address or legal property description), lessor/lessee, term, and cost. This list will include all leases SPHI has entered into for the purposes of contract labor housing. SPHI shall provide copies of any leases related to the services provided under the terms of this Agreement upon ~~request by the Borough Contract Administrator~~ execution to the Land Management Officer.

2. That Section 14 of the Operating Agreement is hereby amended to read as follows:

14. REAL PROPERTY ACQUISITIONS

a. Real Property Acquisitions. For the purposes of this Agreement, a real property acquisition is defined as acquiring any interest in real property that may obligate the Borough in any way. In accordance with Borough Code, Borough Assembly approval is required prior to acquiring an interest in real property. Negotiations to acquire an interest in real property shall be conducted by the Borough unless SPHI is given written authorization to do so by the Borough Contract Administrator.

Requests for acquisition of any real property interest shall be conveyed to the Borough Contract Administrator and the [~~Borough Planning Director~~]Land Management Officer. SPHI is authorized to conduct operational assessments of a property's ability to meet operational needs. This assessment may include acquisition of a competent property appraisal, upon concurrence of the Borough Land Management Officer. However, SPHI may not directly initiate negotiations for the acquisition of any such interest unless it has been given written authorization to do so by the Borough Contract Administrator. [In any event,] All acquisitions of any interest in real property [shall only] must be in furtherance of the purposes of this Agreement, and within the authorized powers of the Service Area.

i. Testing Prior to Occupancy

The Borough will determine the type and scope of site testing due diligence required prior to closing of any proposed acquisition and will provide those requirements to SPHI in writing, if any. The scope of testing must be reasonably related to relevant legal regulations and the age, condition and type of improvements and history of the property to be acquired. SPHI is responsible for contracting, completing, and paying for all work necessary to meet the requirements established by the Borough. SPHI will provide copies of all completed reports and compile and deliver to the Borough Land Management Officer a complete list of all findings, deficiencies, and recommendations identified in any property condition assessments, building inspections, environmental site assessments, or other due diligence inspections conducted on the property (collectively, "Inspection Findings").

Prior to SPHI taking possession of the property, SPHI must provide the Borough Land Management Officer written evidence to the Borough demonstrating that all material Inspection Findings have been remediated, mitigated, or otherwise resolved in accordance with applicable regulations and codes and the recommendations of the applicable inspectors, consultants, or regulatory agencies. Acceptable written evidence of remediation or mitigation must include completion reports or closeout documentation from the SPHI Maintenance Department or licensed contractors.

SPHI may not take occupancy of the property until all obligations set forth in this Agreement have been met.

ii. Site Control After Taking Occupancy

Pursuant to this Agreement, SPHI upon taking possession or occupancy of the property, will have exclusive possession, occupancy, and site control of premises operated and maintained under this Agreement during the term of the Agreement. The Borough will be allowed to enter the property for facility inspections upon reasonable notice to SPHI in accordance with the terms of this Agreement.

b. Leases in Which SPHI is the Lessee. Subject to the terms of this paragraph, and for the purpose of providing health and community services under this Agreement, SPHI may use Operating Reserve Funds to lease real property in its capacity as an independent entity. Leases in the name of SPHI shall impose no obligation whatsoever upon the Borough, either express or implied, and therefore are not subject to the requirements in paragraph 14(a) of this Agreement. Any such lease may not attempt to obligate the Borough to perform, assume, or novate to any legal duty. Written approval by the Borough Contract Administrator is required for all such leases costing \$100,000 or more annually. Total cumulative annual costs of such leases shall not exceed \$800,000 (Lease Cap). Increases to Lease Cap must be approved by the Borough Assembly by resolution. The Lease Cap does not include leases entered into by SPHI for the purposes of providing contract labor housing. Notwithstanding, SPHI contract labor housing leases must contain the paragraph 14(c) requirements. Rights of first refusal must be assigned to the Borough.

~~[Leases in the name of SPHI in which SPHI is the Lessee and no obligation whatsoever is imposed upon the Borough, either express or implied, are not subject to the requirements in subparagraph 14.a. of this agreement. Under no circumstances shall such leases obligate the Borough in any way whatsoever without advance Borough Assembly approval. All such leases shall contain a clause stating: "In the event that the Operating Agreement between SPHI and the Kenai Peninsula Borough is terminated and not renewed or extended, and the Kenai Peninsula Borough either assumes operation of the Medical Facilities or contracts with another entity to continue such operation, the continuation of this lease with the Borough or a subsequent operator is subject to Borough Assembly approval and the availability and appropriation of funds." In any event, written approval by the Borough Contract Administrator is required for all such leases costing \$100,000 or more annually. Total cumulative annual costs of such leases shall not exceed \$650,000. This total annual cost ceiling for leases does not include leases entered into by SPHI for the purposes of providing contract labor housing. Increases to the cumulative annual limitation must be approved by the Borough Assembly by resolution.]~~

c. Required lease provisions. Required lease provisions must be materially similar to those provided below, any material deviations must be approved by the Contract Administrator, unless waived in entirety by the Contract Administrator. Subject to the preceding sentence, any lease entered into pursuant to paragraph 14(b), must include the following:

- i. *No Privity of Contract.* Any such lease must include the following clause: "The parties to this Lease affirm that: (1) this Lease is not enforceable against the Kenai Peninsula Borough (Borough); (2) the Borough is not a party to this contract, is not a third party beneficiary, and the rights or obligations contained herein do not obligate the Borough in any way; and (3) in the event that the Operating Agreement between South Peninsula

Hospital, Inc. and the Kenai Peninsula Borough is terminated and not renewed or extended, the continuation of this Lease is subject to negotiation between the Borough and Lessor, Borough Assembly approval, and the availability and appropriation of funds."

ii. Right of First Refusal. SPHI will make commercially reasonable efforts during lease negotiations to include the following language:

"Right of First Refusal: In the event Lessor elects to sell to a third-party in an arms-length transaction or to list the Leased Premises for sale, the Lessor must provide written notice to Lessee of its intent to sell. Lessor will provide the Lessee and/or assigns, 30 days to review a confirmed offer and agree to purchase the property at the confirmed third party negotiated sales price and comparable terms. Consideration will be given to the Lessee towards the purchase price for any Lessor approved tenant improvements paid for by the Lessee. Value of the consideration will be based on the total documented cost of the approved tenant improvements, depreciated over the full term of the lease, beginning from the completion date of the improvements. If the Lessee and/or assigns is unwilling to enter into a binding agreement under comparable terms within the 30 day review period, the Lessee's right of first refusal provision will lapse and be of no further effect. In the event the offer presented to Lessee fails to close under original disclosed terms, the Lessee's right of first refusal will be reinstated. This right of first refusal may be referenced in any recorded memorandum of lease, provided such reference expressly states that the right of first refusal will expire automatically upon termination of the Lease without further need for memorialization of termination. The Lessee may subordinate this interest as may be necessary at the request of the Lessor. This Right of first refusal is assignable. Notice of assignment will be provided to the Lessor. This Right of First Refusal is not applicable during any period Lessee is in default, and termination of the Lease terminates the right of first refusal.

All remaining terms and conditions of the Operating Agreement shall remain in full force and effect.

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

Peter A. Micciche
Borough Mayor

Ryan Smith
CEO, SPH, Inc.

ATTEST:

ATTEST:

Michele Turner, CMC
Borough Clerk

Approved as to Form
and Legal Sufficiency:

Sean Kelley, Borough Attorney

Introduced by: Mayor
Date: 06/16/26
Hearing: 07/07/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-46**

**AN ORDINANCE APPROPRIATING SUPPLEMENTAL FUNDS FROM
THE GENERAL FUND FOR THE SEWARD HIGH SCHOOL GYM
FLOOR REPLACEMENT PROJECT**

WHEREAS, this additional supplemental appropriation is to complete the Seward High School Gym Floor Replacement Project; and

WHEREAS, the General Fund has fund balance available to support the appropriation;

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

SECTION 1. That this is a non-code ordinance.

SECTION 2. That supplement funds in the amount of \$150,000 are appropriated from the General Fund fund balance to be transferred to the School Capital Project Fund account 400.75020.26755.49999, for the Seward High School Gym Floor Replacement Project.

SECTION 3. That appropriations made in this ordinance are project length in nature and as such do not lapse at the end of any particular fiscal year.

SECTION 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 5. That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF *, 2026.**

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Maintenance Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Brandi Harbaugh, Finance Director *BA*

FROM: Nick Kemp, Maintenance Director *NK*

DATE: June 4, 2026

RE: Ordinance 2025-19- 46 , Appropriating Supplemental Funds from the General Fund for the Seward High School Gym Floor Replacement Project (Mayor)

The ordinance requests an additional appropriation of \$150,000 from the General Fund fund balance to complete the Seward High School gym floor repair and upgrade project. While initial funding is already in place, significant cost escalation across labor and materials has made supplemental support necessary.

Since the original estimates were received in February, rising construction and material costs have increased the total project cost by approximately 49%. This increase exceeds the available project budget and requires additional funding to ensure the work can be completed to standard. As a result of these cost pressures, the project timeline has been extended. KPBSD has been accommodating and has agreed to adjust school use to allow the project to reach completion.

Approval of this supplemental appropriation will allow KPB to complete this much-needed upgrade, restore full and unobstructed physical education programming, and provide a durable gym floor that will serve the Seward community well into the future. My office is available for any questions.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>100-27910</u>	Amount <u>\$150,000</u>
By: <u><i>CK</i></u>	Date: <u>6/2/2026</u>

Introduced by: Mayor
Date: 06/16/26
Hearing: 07/07/26
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-47**

AN ORDINANCE APPROPRIATING \$800,000 FROM THE LAND TRUST INVESTMENT FUND TO BE TRANSFERRED TO THE LAND TRUST FUND REPRESENTING THE FISCAL YEAR 2026 OPERATING TRANSFER PER KPB 5.20.200(A)

WHEREAS, the Land Trust Investment Fund (LTIF) was established in September 2018 per KPB Ordinance 2018-29 to manage the financial assets related to borough lands for the long-term benefit of the borough residents; and

WHEREAS, per KPB 5.20.200(A) up to 5% of market value may be transferred from the LTIF to the Land Trust Fund (LTF) to provide for compliance with the minimum fund balance policy of the LTF; and

WHEREAS, the fiscal year 2026 ledger is pending closure and is estimated to require an \$800,000 transfer of market value to be compliant with the LTF minimum fund balance policy; and

WHEREAS, the current balance of the LTIF is \$18.6 million with 5% equaling \$930,000; and

WHEREAS, this ordinance transfers \$800,000, \$125,000 more than the originally budgeted \$645,000 transfer amount from the LTIF to the LTF per KPB 5.20.200(A) to provide for operations and meet the LTF minimum fund balance requirements;

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

SECTION 1. That this is a non-code ordinance.

SECTION 2. That \$800,000 is appropriated from the Land Trust Investment Fund balance to be transferred to the Land Trust Fund per KPB 5.20.200(A).

SECTION 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances will not be affected.

SECTION 4. This ordinance shall be effective retroactively to June 22, 2026.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF *, 2026.

Ryan Tunseth, Assembly President

ATTEST:

Michele Turner, MMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
Aaron Hughes, Land Management Officer *AH*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: June 4, 2026

RE: Ordinance 2025-19- 47 Appropriating \$800,000 from the Land Trust Investment Fund to be Transferred to the Land Trust Fund Representing the Fiscal Year 2026 Operating Transfer Per KPB 5.20.200(A) (Mayor)

The Land Trust Investment Fund (LTIF) was established in September 2018 per KPB Ordinance 2018-29 to manage the financial assets related to borough lands for the long-term benefit of the borough residents.

KPB 5.20.080(B) sets out that the net proceeds of land sales will be transferred from the Land Trust Fund (LTF) to the LTIF if the minimum fund balance policy requirements of the LTF are met. The FY2025 land sales transfer occurred in July 2025 and will be assessed for the FY2026 land sales transfer upon closure of the fund in July 2026.

KPB 5.20.200(A) allows for up to 5% of market value may be transferred from the LTIF to the LTF to provide for operations and compliance with the minimum fund balance policy of the LTF.

The ordinance transfers \$800,000, \$125,000 more than the originally budgeted \$645,000 transfer amount from the LTIF to the LTF per KPB 5.20.200(A) to provide for operations and meet the LTF minimum fund balance requirements.


Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>252.27910</u>	Amount: <u>\$800,000</u>
By: <u><i>CH</i></u>	Date: <u>6/3/2026</u>

Kenai Peninsula Borough
Planning Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Robert Ruffner, Planning Director 

DATE: May 27, 2026

RE: Vacates the 50' dedication of Mayo Street ROW as dedicated by Mayo River Subdivision, Plat KN 88-86

In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the Borough Assembly.

During their regularly scheduled meeting of May 26, 2026 the Kenai Peninsula Borough Planning Commission granted approval of the above proposed vacation by unanimous vote (6-Yes, 2-Absent) based on the means of evaluating public necessity established by KPB 20.65. This petition is being sent to you for your consideration and action.

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

May 26, 2026 Planning Commission Draft Meeting Minutes
May 26, 2026 Agenda Item E2 Meeting Packet Materials

ITEM #2 - RIGHT OF WAY VACATION

VACATE THE 50-FOOT DEDICATION OF MAYO STREET RIGHT-OF-WAY AS DEDICATED BY MAYO RIVER SUBDIVISION, PLAT KN 88-86, LYING NORTH OF THE PROJECTION OF THE SOUTH LINE OF SAID LOT 1, TO THE EAST OF THE PLAT AND MAYO STREET

KPB File No.	2026-043V
Planning Commission Meeting:	May 26, 2026
Applicant / Owner:	Gary & Deanna Leslie Mark E. Johnson
Surveyor:	None
General Location:	Funny River Road, Funny River APC
Legal Description:	Mayo Street T 5N R 8W SEC 21 Seward Meridian KN 0880086 MAYO RIVER SUB LOT 1

Staff report given by Platting Manager Vince Piagentini.

Vice Chair Gillham opened the item for public comment.

- Joel Cooper, Stewardship Director, Kachemak Heritage Land Trust. Mr. Cooper spoke in support of the vacation.
- Leslie Gary: Ms. Gary is a neighboring landowner and spoke in support of the vacation.
- James Harpring: Mr. Harpring does not have any issues with this vacation. He expressed concerns regarding how code on this issue appears vague to him and how it is being applied.

Seeing and hearing no one else wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commission Whitney moved, seconded by Commissioner Fike to grant the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65, adopting and incorporating by reference the staff report, staff recommendations and subject to the four conditions as set forth in the staff report.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 6	Epperheimer, Fikes, Gillham, Morgan, Whitney, Venuti
Absent - 2	Brantley, Slaughter

ITEM #3 - RIGHT OF WAY VACATION

VACATE THE SOUTHERN PORTION OF THE EXISTING MAXIMILIAN COURT CUL-DE-SAC BULB IN LOT 13, CLAN MAXWELL ESTATES AVALON HEIGHTS ADDITION # 2, PLAT SW 2009-6, LOCATED SOUTH OF A LINE PROJECTION SOUTHWESTERLY 78.67 FEET OF THE TANGENT LINE FOR THE RETURN CURVE FROM THE CUL-DE-SAC BULB HEADED NORTHEASTERLY, THENCE ANGLE RIGHT FROM LINE GOING SOUTHWESTERLY STILL UNTIL INTERSECTING CUL-DE-SAC BULB AND END OF LINE

KPB File No.	2026-039V
Planning Commission Meeting:	May 26, 2026
Applicant / Owner:	Tanner Crab, LLC
Surveyor:	Andrew Hamilton; McLane Consulting, Inc.
General Location:	Bear Creek Area, North of Seward City Limits
Legal Description:	Maximilian Court T 01N R 01W SEC 22 Seward Meridian SW 2021008 CLAN MAXWELL ESTATES AVALON HEIGHTS ADDITION NO. 5 LOT

E. NEW BUSINESS

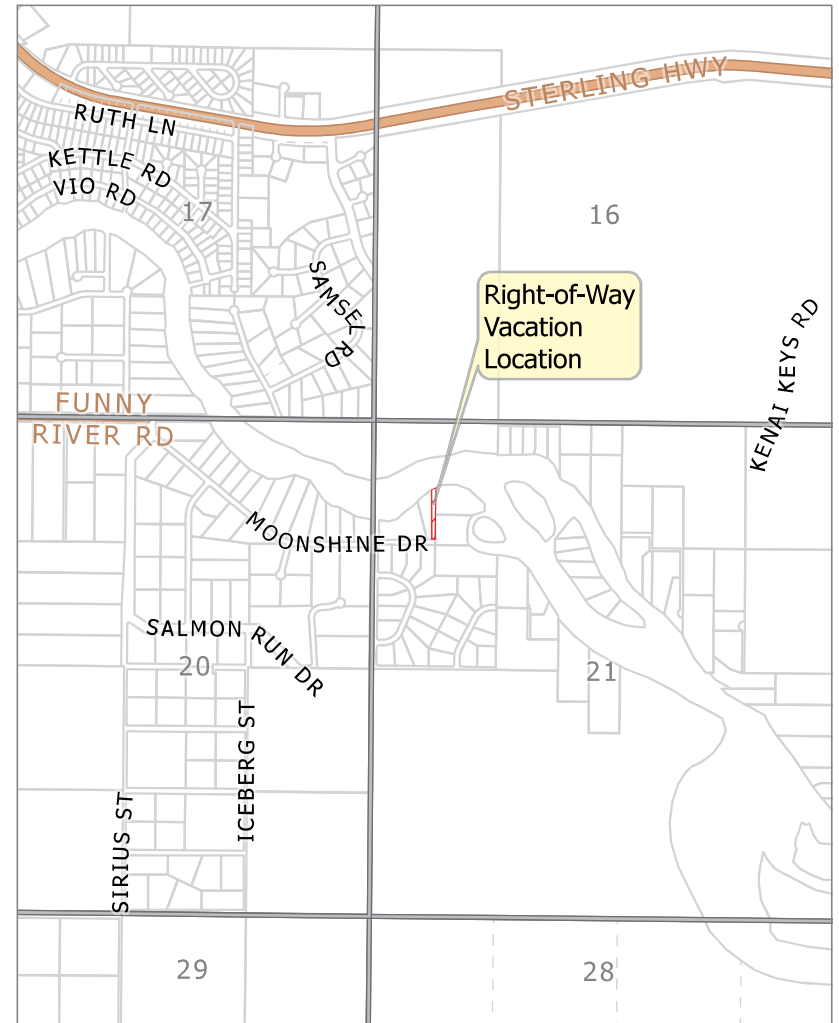
2. Right-Of-Way Vacation; KPB File 2026-043

No Surveyor / Johnson, Leslie

Request: Vacates the approximately 50' wide by 573' long Mayo St right-of-way granted per KN 88-86

Location: Lot 1, Mayo River Subdivision Plat KN 88-86, also abutting Govt Lots 23 & 24

Funny River Area

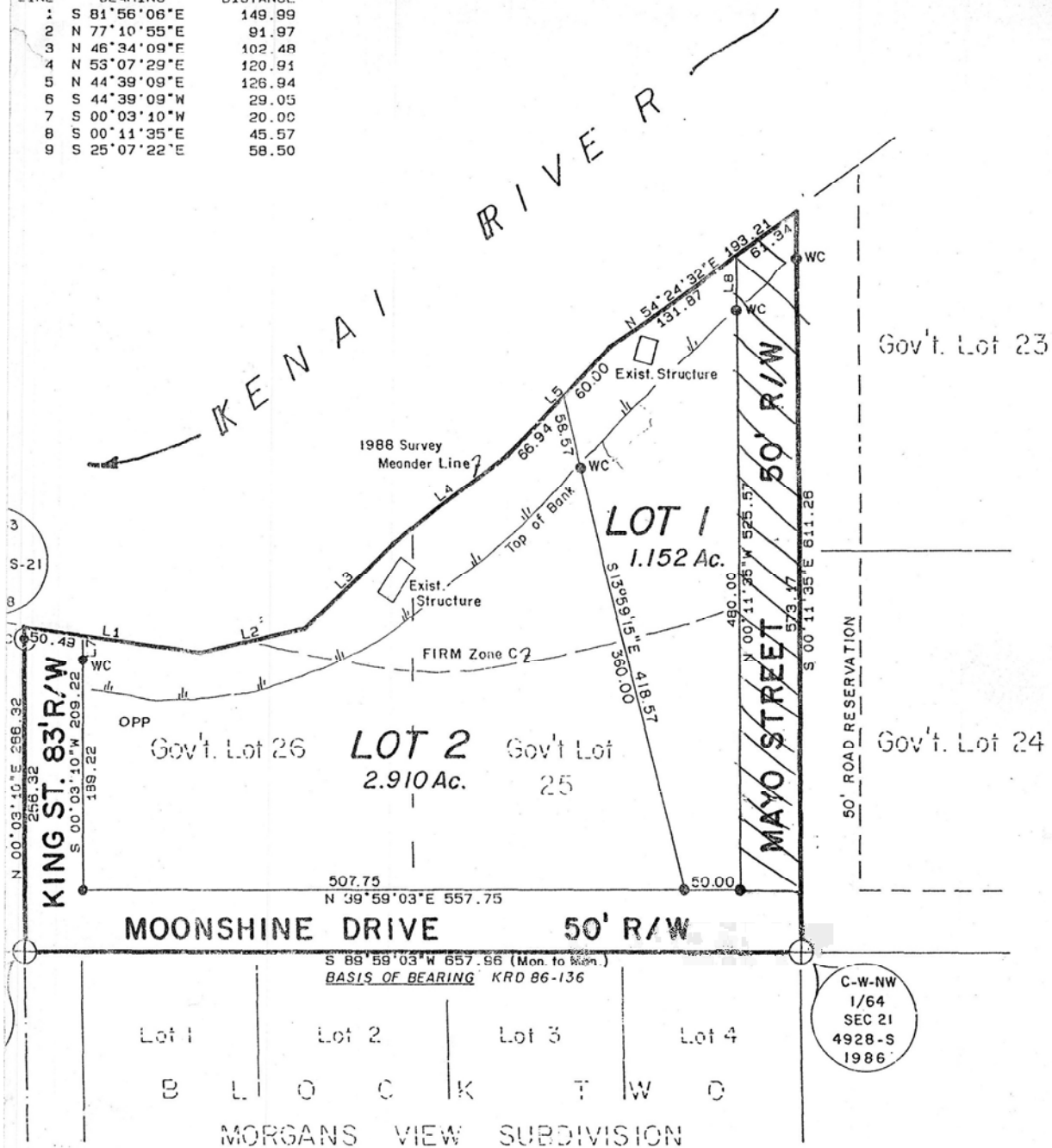


KPB File 2026-043V
T05N R08W SEC21
Funny River

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



LINE	BEARING	DISTANCE
1	S 81°56'06"E	149.99
2	N 77°10'55"E	91.97
3	N 46°34'09"E	102.48
4	N 53°07'29"E	120.91
5	N 44°39'09"E	126.94
6	S 44°39'09"W	29.05
7	S 00°03'10"W	20.00
8	S 00°11'35"E	45.57
9	S 25°07'22"E	58.50



**CERTIFICATE OF APPROVAL
DEPARTMENT OF ENVIRONMENT**

This subdivision has been reviewed 18AAC72.085 and is approved, subject

James O. Mukio
Signature

CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of the property shown and described hereon and that we hereby adopt this plan of subdivision and dedicate all right of-ways to public use and grant all easements to the use shown.

PLAT APPROVAL

This plat was
PENINSULA BOARD
at the meeting

November 21,
KENAI PENINSULA



AGENDA ITEM E. NEW BUSINESS

ITEM #2 - RIGHT OF WAY VACATION

VACATE THE 50-FOOT DEDICATION OF MAYO STREET RIGHT-OF-WAY AS DEDICATED BY MAYO RIVER SUBDIVISION, PLAT KN 88-86, LYING NORTH OF THE PROJECTION OF THE SOUTH LINE OF SAID LOT 1, TO THE EAST OF THE PLAT AND MAYO STREET

KPB File No.	2026-043V
Planning Commission Meeting:	May 26, 2026
Applicant / Owner:	Gary and Deanna Leslie of Soldotna, AK Mark E. Johnson of Sterling, AK
Surveyor:	None
General Location:	Funny River Road, Funny River APC
Legal Description:	Mayo Street T 5N R 8W SEC 21 Seward Meridian KN 0880086 MAYO RIVER SUB LOT 1

STAFF REPORT

Specific Request / Purpose as stated in the petition:

The petitioner requests vacation of the entire 50-foot-wide Mayo Street right-of-way.

Notification: The public hearing notice was published in the May 22, 2026 issue of the Peninsula Clarion and the May 21, 2026 issue of the Homer News as part of the Commission's tentative agenda.

The public notice was posted on the Planning Commission bulletin board at the Kenai Peninsula Borough George A. Navarre Administration building. Additional notices were mailed to the following with the request to be posted for public viewing.

Nine certified mailings were sent to owners of property within 300 feet of the proposed vacation. Zero receipts had been returned when the staff report was prepared.

Fifteen public hearing notices were emailed to agencies and interested parties as shown below;

- State of Alaska Dept. of Fish and Game
- State of Alaska DNR
- State of Alaska DOT
- State of Alaska DNR Forestry
- Funny River Advisory Planning Commission
- Central Emergency Services of
- Alaska Communication Systems (ACS)
- ENSTAR Natural Gas
- General Communications Inc, (GCI)
- Homer Electric Association (HEA)

Legal Access (existing and proposed):

Legal access is provided by Mayo Street and Moonshine Drive. The Kenai River also provides access from the north.

Moonshine Drive is a borough-maintained right-of-way that terminates at Mayo Street to the east and connects to state-maintained Funny River Road near milepost 17.

Mayo River Subdivision (KN 88-86) dedicated 50 feet to Mayo Street. The right-of-way is currently undeveloped and adjacent to three parcels and the Kenai River.

A 50-foot road reservation patent easement lies within the Mayo Street dedication. An additional 50-foot patent easement lies directly east and adjacent to Mayo Street. There are also patent easements under Moonshine Dr from Zachary St to Mayo St and continuing east to the river. This petition does not vacate any portion of the patent easements, and currently the Borough does not have codes of ordinances in place to vacate patent easements. **Staff recommends** the easement be depicted and referenced on the preliminary plat.

The two parcels abutting the east side of Mayo Street (Government lots 23 and 24) are owned by the same individual who also signed the petition to vacate Mayo St. If Mayo Street is vacated, Government Lot 23 will retain legal access via the Kenai River and the patent easement. Lot 23 currently uses a drive crossing Lot 24 from Moonshine Dr for access. All other parcels will continue to access Moonshine Drive and patent easements. Government Lot 28 to the south of Government Lot 24 also uses the patent easement for access from Moonshine Dr onto the lot.

Zackery Street, an 83-foot right-of-way located approximately 557.75 feet to the west, is mostly undeveloped. Public imagery shows a portion of a drive from Lot 15, Block 1, (KN 76-173), located in the north section, and a constructed stairway at the northern end providing access to the river.

No section line easements affect the subject area. No new dedications are proposed. All the lots in the area are originally Government Lots and subject to patent easements along various edges as shown by most roads.

The block is compliant in length and is defined by the Kenai River to the north, Mayo Street and the Kenai River to the east, Moonshine Drive to the south, and Zackery Street to the west. The proposed vacation will increase the block length along the south boundary to approximately 1,030 feet, which remains compliant with code (maximum 1,320 feet).

The Roads Department has concern about the vacation as noted below. As indicated above, vacating Mayo street will not affect access for any of the adjacent three lots.

KPB Roads Dept. comments	<p>Out of Jurisdiction: No</p> <p>Roads Director: Uhlin, Dil</p> <p>Comments: Vacating this ROW will landlock Parcel 06614003. The lot to the south is owned by the same owner at this time, but if the owners ever decide to sell the lots individually, they will have difficulties because of the landlocked lot. This ROW also provides access to the river. This vacation application does not provide "equal or superior access" to the river. The RSA does not recommend approving vacation</p>
SOA DOT comments	

Site Investigation:

Public imagery indicates the right-of-way petitioned for vacation is undeveloped and does not appear to be used for pedestrian or vehicular access.

There are two structures that appear to be located within the right-of-way area and/or within the 20-foot building setback. **Staff recommends**

- Verification of the objects as permanent structure as defined by KPB 20.90.010 Permanent Structures. If sound to be a permanent structure.
- If the vacation is approved: No action is required.
- If the vacation is denied: The applicant must coordinate with KPB Roads Department to remove the structure from the right-of-way. After compliance is confirmed, a building setback permit will be required for any structure remaining within the 20-foot building setback of Mayo St.

The Kenai River abuts the northern boundary and is subject to floodway. The proposed vacation area is located within three flood zones: AE, X-Shaded, and X-Unshaded. **Staff recommends** the preliminary plat depict and label

all flood zones and floodway boundaries, and include required Flood Hazard and Floodway Notices referencing the flood zones and FIRM map panels.

The northern end of Mayo Street slopes approximately 57% down toward the river. The applicant provided photographs of the riverbank included in the staff packet.

<p>KPB River Center review</p>	<p>A. Floodplain</p> <p>Reviewer: Hindman, Julie Floodplain Status: IS in flood hazard area Comments: No comments</p> <p>Flood Zone: AE, X (shaded), X (unshaded), Floodway Map Panel: 02122C-0390F In Floodway: True Floodway Panel:</p> <p>B. Habitat Protection</p> <p>Reviewer: Aldridge, Morgan Habitat Protection District Status: IS totally or partially within HPD Comments: portions of this plat are within the KPB 21.18 jurisdiction and River Center should be consulted prior to any work being done within 50 feet of the water</p>
--------------------------------	--

Staff Analysis:

Mayo River Subdivision (KN 88-86), recorded in 1988, subdivided the Government Lot 25 and 26 of Section 21, Township 5 North, Range 8 West, Seward Meridian, into two lots and dedicated adjacent rights-of-way, including Mayo Street.

If the vacation is approved, a plat is required to finalize the vacation plat. No preliminary plat has been submitted at this time. Vacation approvals are valid for one year and must be finalized and recorded within that time frame.

The parent plat (KN 88-86) granted:

- A 10-foot utility easement extending to 20 feet within 5 feet of the side lot lines along all rights-of-way.
- A 20-foot utility easement centered on the common lot line between Lots 1 and 2 (10 feet on each side).
- A 20-foot building setback along all rights-of-way.

Staff recommends if the applicant wishes to vacate any utility easement as noted, a separate utility easement alteration petition is required to be submitted.

20.65.050 – Action on vacation application

D. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;
Applicant comments: In the past as well as at present, this right-of-way has not been used for foot or vehicle traffic and is still in its natural state.

Staff comments: Mayo Street is currently undeveloped and provides access to three parcels and the Kenai River. Public imagery indicates the right-of-way does not appear to be used for pedestrian or vehicular access.

2. A road is impossible or impractical to construct, and alternative access has been provided;
Applicant comments: Even though it gives access to the Kenai River, it is a very unsuitable access for the following reasons:
- A) Where the right-of-way meets the river, it is about a 60-foot steep drop.
 - B) The bank in this area continues straight into the water with no edge to stand on.
 - C) The flow of the water in this area of the river is fast and not safe for boat tie-up.
 - D) If it were excavated to gain access to the river, it would require massive soil removal and bank erosion.
 - E) At the present time, less than 1/4 mile down river (west), there is access by another right and there is also access less than 1/4 mile up river plus a State Parks Campground directly across the river (Bings Landing).

Staff comments: A 50-foot road reservation patent easement lies within the Mayo Street dedication. An additional 50-foot patent easement lies directly east of Mayo Street and extends east of Moonshine Drive. Zackery Street, an 83-foot right-of-way located approximately 557.75 feet to the west, is mostly undeveloped. Public imagery shows a portion of a drive from Lot 15, Block 1, (KN 76-173), located in the north section, and a constructed stairway at the northern end providing access to the river.

3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;
Applicant comments: All utilities (HEA, Enstar, and ACS) are in place. There is no possibility of further subdividing on either side of the right-of-way. Government Lots 23 and 24 have been placed in a conservation plan which restricts development by the Kachemak Heritage Land Trust.

Staff comments:

The parent plat (KN 88-86) granted:

- A 10-foot utility easement extending to 20 feet within 5 feet of the side lot lines along all rights-of-way.
- A 20-foot utility easement centered on the common lot line between Lots 1 and 2 (10 feet on each side).

4. The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;

Applicant comments: At the present time, less than 1/4-mile down river (west), there is access by another right and there is also access less than 1/4 mile up river plus a State Parks Campground directly across the river (Bings Landing).

Staff comments: A 50-foot road reservation patent easement lies within the Mayo Street dedication. An additional 50-foot patent easement lies directly east of Mayo Street and extends east of Moonshine Drive. Zackery Street, an 83-foot right-of-way located approximately 558 feet to the west, is mostly undeveloped. Public imagery shows a portion of a drive from Lot 15, Block 1, (KN 76-173), located in the north section, and a constructed stairway at the northern end providing access to the river.

5. The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;

Applicant comments: There is no possibility of further subdividing on either side of the right-of-way. Government Lots 23 and 24 have been placed in a conservation plan which restricts development by the Kachemak Heritage Land Trust.

Staff comments: The two parcels abutting the east side of Mayo Street (Government lots 23 and 24) are owned by the same individual. If Mayo Street is vacated, Government Lot 23 will retain legal access via the Kenai River and the patent easement. All other parcels will continue to access Moonshine Drive.

6. Other public access, other than general road use, exist or are feasible for the right-of-way;

Applicant comments:

Staff comments: A 50-foot road reservation patent easement lies within the Mayo Street dedication. An additional 50-foot patent easement lies directly east of Mayo Street and extends east of Moonshine Drive.

7. All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.

Applicant comments: All utilities (HEA, Enstar, and ACS) are in place.

Staff comments: The parent plat (KN 88-86) granted:

- A 10-foot utility easement extending to 20 feet within 5 feet of the side lot lines along all rights-of-way.
- A 20-foot utility easement centered on the common lot line between Lots 1 and 2 (10 feet on each side).

8. Any other factors that are relevant to the vacation application or the area proposed to be vacated.

Applicant comments: During the flood of 1995, it was apparent that the bank in this area is subject to flood damage because in several areas of the bank, it caved away and this area does fall in the flood hazards area. This area of the river is also known to have several identified archeological sites. This vacation would also fall in line with the Kenai River Habitat Enhancement plan if the Borough and State are serious about protecting the river in future years. Brown bears travel through this area to the river.

Staff comments: A structure appears to be located within the right-of-way area and within the 20-foot building setback

A KPBC Planning Commission decision denying a vacation application is final. A KPBC Planning Commission decision to approve the vacation application is subject to consent or veto by the KPBC Assembly, or City Council if located within City boundaries. The KPBC Assembly, or City Council must hear the vacation within thirty days of the Planning Commission decision.

The Assembly will hear the vacation at their scheduled June 16, 2026 meeting.

KPBC department / agency review:

Addressing	<p>Reviewer: Pace, Rhealyn</p> <p>Affected Addresses: 31876 Moonshine Dr, 36810 Mayo St, 31864 Moonshine Dr.</p> <p>Existing Street Names are Correct: No</p> <p>List of Correct Street Names: Moonshine Dr, Mayo St</p> <p>Existing Street Name Corrections Needed:</p>
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	<p>All New Street Names are Approved: No</p> <p>List of Approved Street Names:</p> <p>List of Street Names Denied:</p> <p>Comments: If approved 36810 Mayo St will be deleted and 31864 Moonshine Dr will be reassigned to structure.</p>
Code Compliance	Vacant
LOZMS Planner	<p>Reviewer: Raidmae, Ryan</p> <p>There are not any Local Option Zoning District issues with this proposed plat.</p> <p>Material Site Comments: There are not any material site issues with this proposed plat.</p>
Assessing	<p>Reviewer: Windsor, Heather</p> <p>Comments: No comment</p>
Advisory Planning Commission	

Utility provider review:

HEA	No objection or comments.
ENSTAR	
ACS	
GCI	

STAFF RECOMMENDATIONS
CORRECTIONS / EDITS

RECOMMENDATION:

Based on consideration of the merits as per KPB 20.65.050(D) as outlined by Staff comments, Staff recommends **APPROVAL** as petitioned, subject to:

1. Consent by KPB Assembly.
2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code including a submittal to and approval by the Plat Committee.
3. Grant utility easements requested by utility providers.
4. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.65.050(I)).

KPB 20.65.050 – Action on vacation application

H. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the

vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.

- I. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.
- J. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.
- K. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

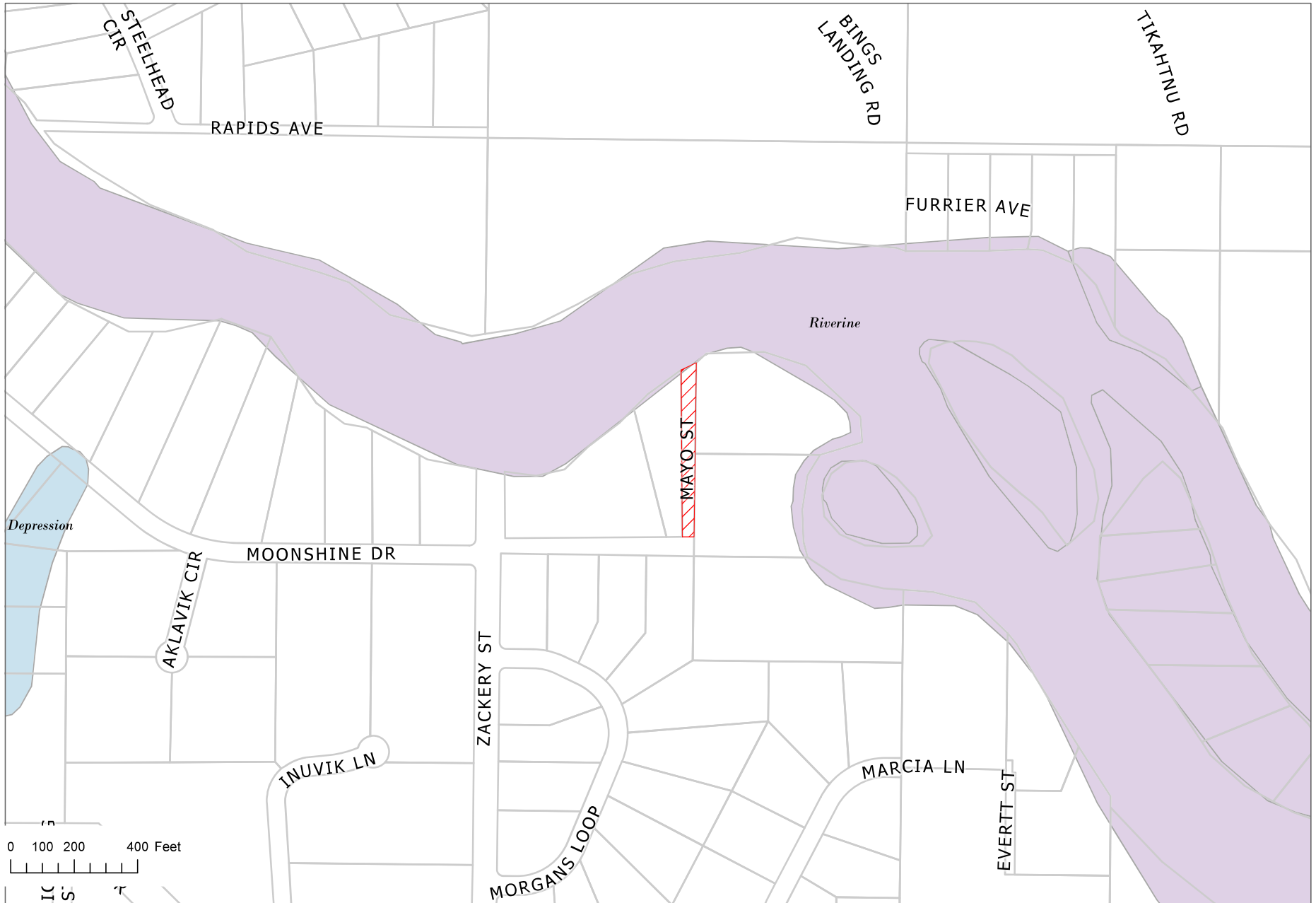
- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*
 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

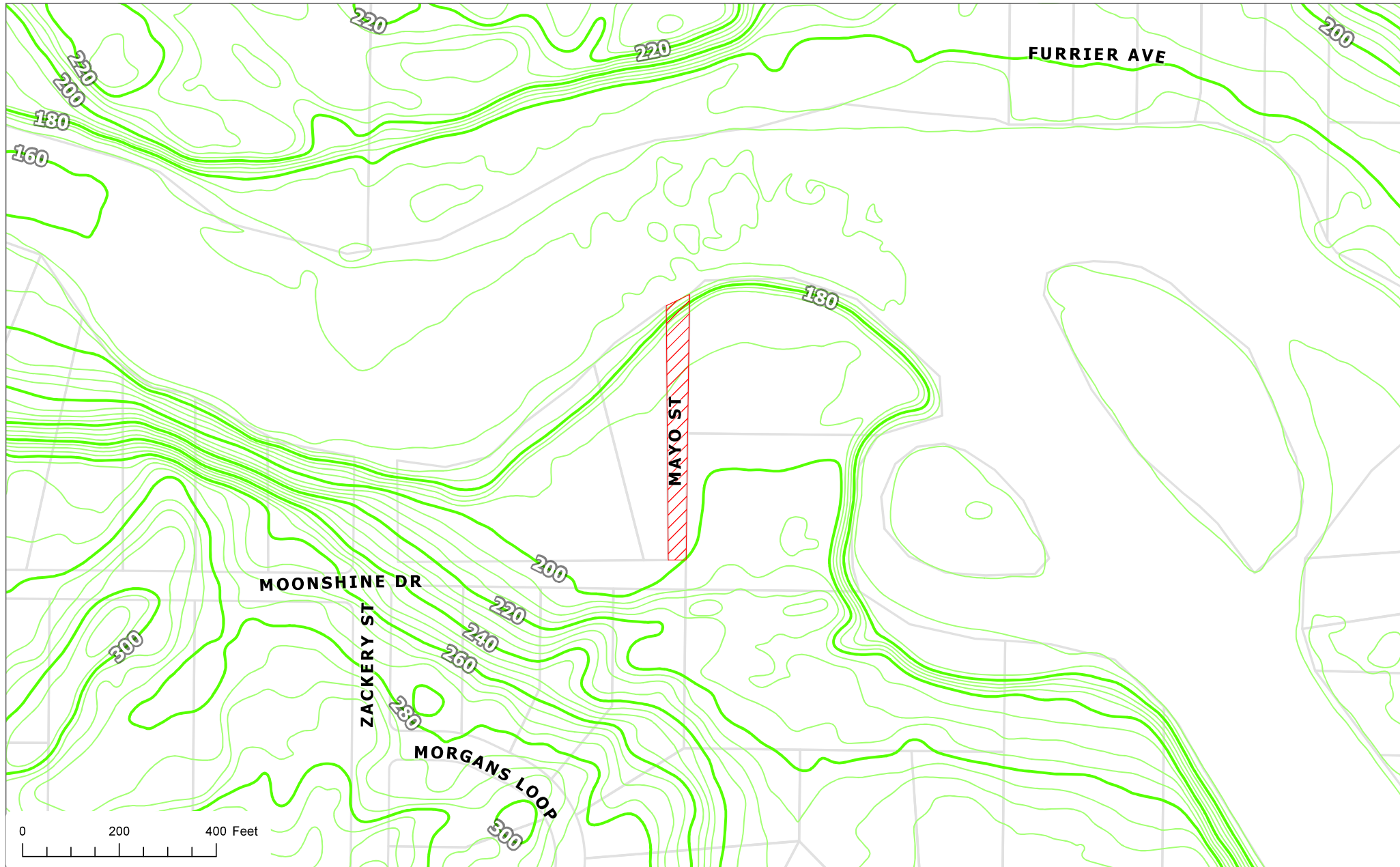
- *Focus Area: Transportation*
 - o *Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
 - *Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*
 - *Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

END OF STAFF REPORT

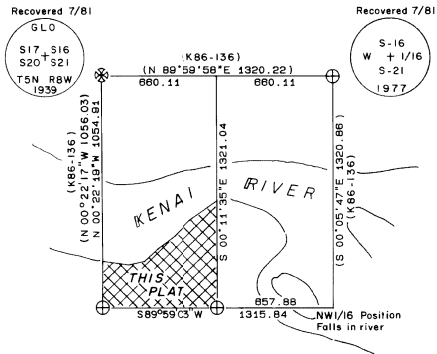




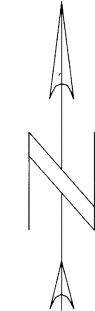
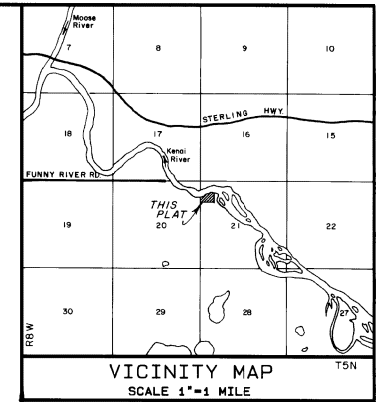
The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



LINE	BEARING	DISTANCE
1	S 81°58'06\"/>	

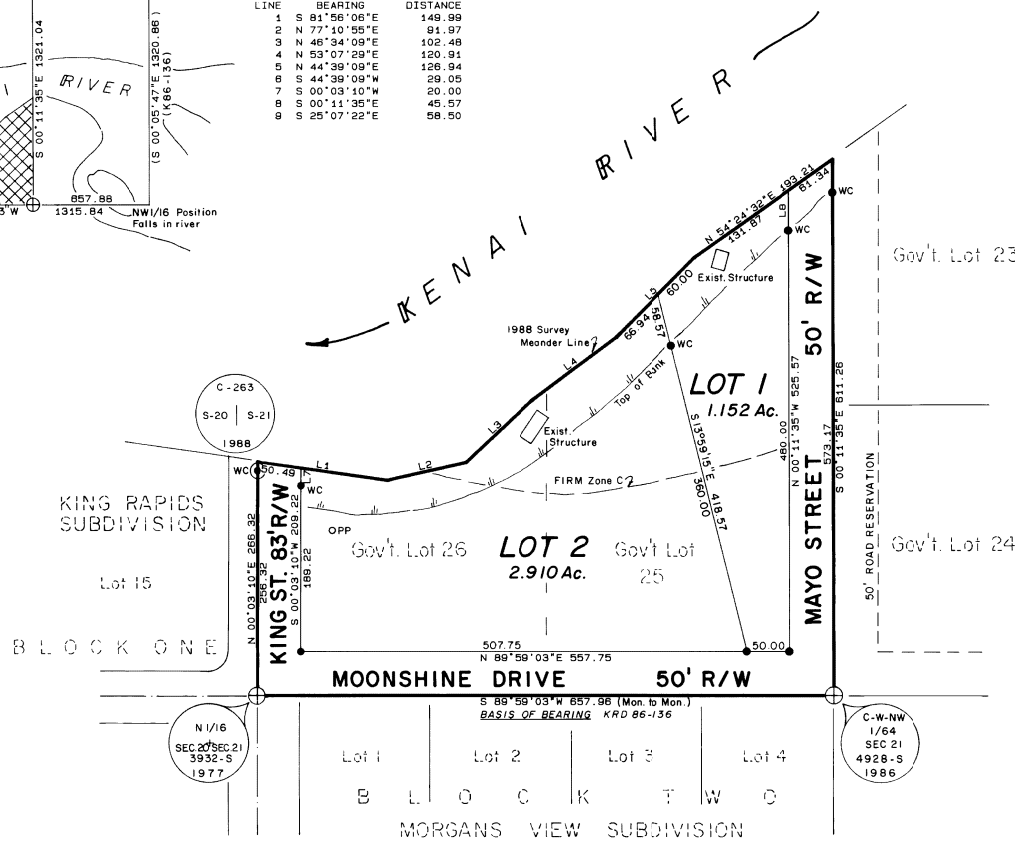


LEGEND

- ⊕ Found official survey monument
- Set 1/2" x 24" rebar with plastic cap C263
- () Record data
- ⊙ Set 5/8" x 30" rebar with 2" Al 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) BUILDING SETBACK - A building setback of 20 ft. is required from all street rights-of-way unless a lesser standard is approved by resolution of the appropriate Planning Commission.
- 3) The Ordinary High Water Line of the Kenai River forms the boundary of all riverfront lots. The Approximate 1988 O.H.W.L. shown is for survey computations only.
- 4) Lots within this subdivision may be located within a designated flood hazards area; if such is the case, development must comply with Title 21, Chapter 05 of the Kenai Peninsula Code of Ordinances. A survey to determine the elevation of the property may be required prior to construction.
- 5) The front 10' of the building setback is also a utility easement along with the entire setback within 5' of the side lot lines. Additionally, there is a 10' utility easement on each side of the lot line common to Lots 1 and 2.



88-86
 RECORDED FILED 20
 Kenai REC. DIST.
 12/30 88
 3:22 P
 mclane

CERTIFICATE OF APPROVAL BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

This subdivision has been reviewed in accordance with 18AAC72.085 and is approved, subject to any noted restrictions.
 Signature: *Patricia T. Mayo* Title: *P.E.E.* Date: *12/1/88*

MAYO RIVER SUBDIVISION
 A RESUBDIVISION OF GOVERNMENT LOTS 25 & 26

Pat Mayo, owner
 1718 Talkeetna Street
 Anchorage, AK 99508

LOCATION
 5.685 ACRES M/L LOCATED IN THE SW1/4 NW1/4 SEC. 21, T5N, R8W, S.M., AK. AND THE KENAI PENINSULA BOROUGH IN THE KENAI RECORDING DISTRICT.

Surveyed by: **McLANE and ASSOCIATES, INC.**
 Soldotna, AK 99888

DATE OF SURVEY 8-88	SCALE 1" = 100'	SHEET 1 of 1
DRAWN BY hp-mb,mt CHECKED BY msm	BK.No. 88-10 JOB No. 88-2030	K.P.B. FILE No. 88-109

NOTARY'S ACKNOWLEDGEMENT

FOR: *Patricia T. Mayo*
 Subscribed and sworn before me this
 13 day of *December*, 1988.
 My commission expires *8-15-90*
Patricia T. Mayo
 Notary Public for the State of Alaska

CERTIFICATE OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of the property shown and described hereon and that we hereby adopt this plan of subdivision and dedicate all right-of-ways to public use and grant all easements to the use shown.
Patricia T. Mayo
 Patricia T. Mayo

PLAT APPROVAL

This plat was approved by the KENAI PENINSULA BOROUGH PLANNING COMMISSION at the meeting of
 November 21, 1988
 KENAI PENINSULA BOROUGH
 By *Richard Stanger*
 Authorized Official

SURVEYED TOWNSHIP 5 NORTH, RANGE 8 WEST OF THE SEWARD MERIDIAN, ALASKA

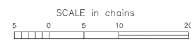
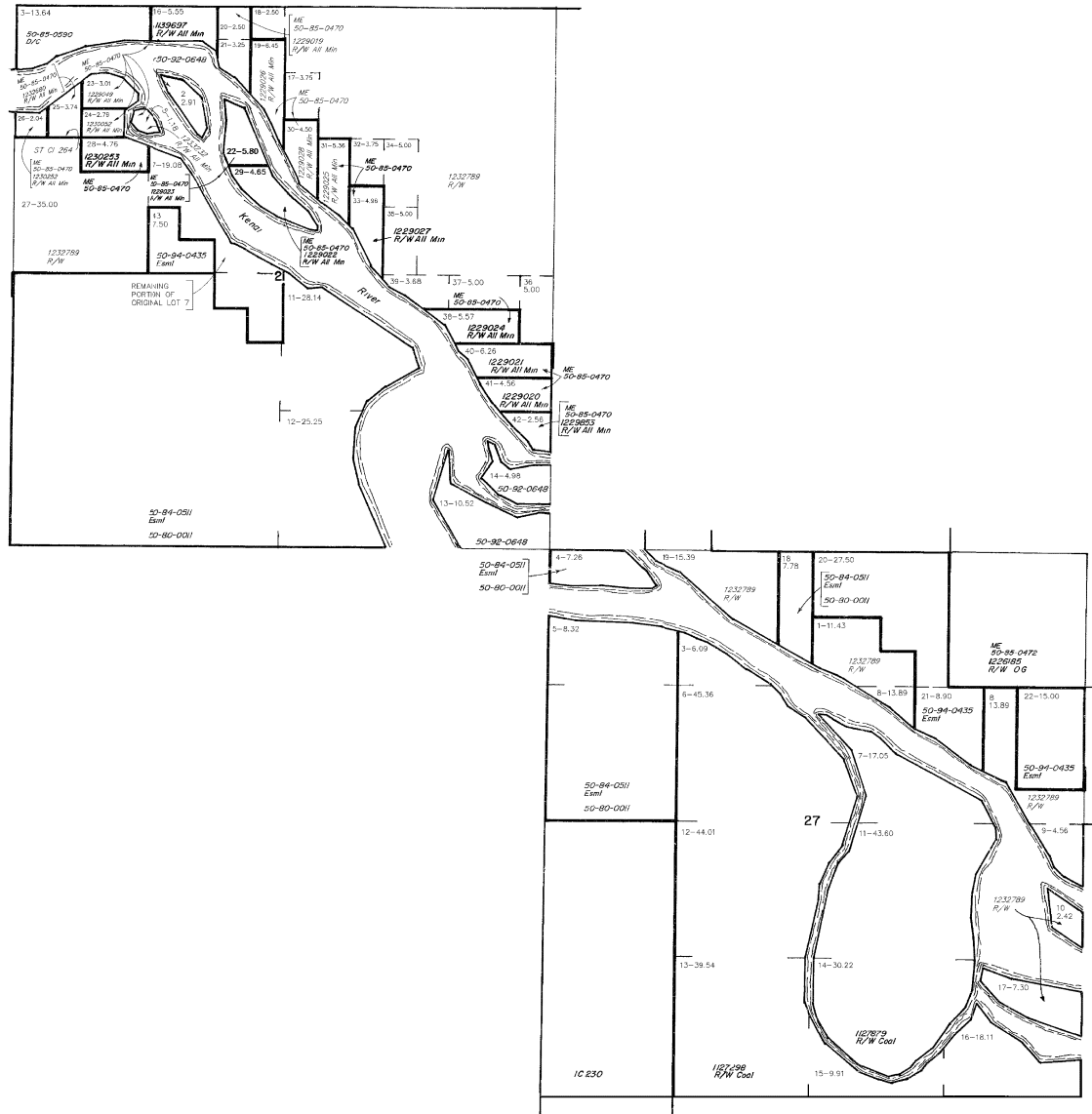
STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

**MTP
SUPPL SECS 21 & 27**

NO 3

FOR ORDERS EFFECTING DISPOSAL OR USE OF UN-IDENTIFIED LANDS WITHDRAWN FOR CLASSIFICATION MINERALS, WATER AND/OR OTHER PUBLIC PURPOSES REFER TO INDEX OF MISCELLANEOUS DOCUMENTS.

A058731 SS Reserved Min Estate Only



WARNING: This plot is the Bureau's Record of Title, and should be used only as a graphic display of the township survey data. Records herein do not reflect title changes which may have been effected by latent movements of rivers or other bodies of water. Refer to the existing surveys for official survey information.

CURRENT TO		NO 3
5-9-2007		Sew Mer
		T 5 N
		R 8 W

KPB Pictometry



KPB Pictometry



05/13/2021
171



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

PETITION TO VACATE PLATTED RIGHT OF WAY / PLATTED PUBLIC EASEMENT / PLATTED PUBLIC AREA

PUBLIC HEARING REQUIRED

Upon receipt of complete application with fees and all required attachments, a public hearing before the Planning Commission will be scheduled. The petition with all required information and attachments must be in the Planning Department at least 30 days prior to the preferred hearing date. By State Statute and Borough Code, the public hearing must be scheduled within 60 days of receipt of complete application.

Initially, a sketch may be included with the vacation petition for review by the Planning Commission. After the Planning Commission takes action on the vacation, a Subdivision Plat must be prepared by a licensed land surveyor. The plat will be processed in accordance with KPB 20.10.080. Platting authority is vested in the Planning Director.

SUBMITTAL REQUIREMENTS

A platted right of way vacation (ROWV) application will be scheduled for the next available planning commission meeting after a complete application has been received.

- \$500 non-refundable fee to help defray costs of advertising public hearing. Plat fees will be in addition to the vacation fees.
- City Advisory Planning Commission. Copy of minutes at which this item was acted on, along with a copy of City Staff Report.
- MAYO STREET platted public right of way proposed to be vacated was dedicated by the plat of 86-816 MAYO RIVER SUB Subdivision, filed as Plat No. _____ in the KPB Recording District.
- 3 copies of the plat or map showing the platted right of way to be vacated. Must not exceed 11 x 17 inches in size. Area to be vacated must be clearly depicted. Proposed alternative public access to be shown and labeled on the sketch.
- REASON FOR VACATING The petitioner must attach a statement with reasonable justification for the vacation of the platted right of way / platted easement / platted public area.

Has the platted right of way been fully or partially constructed?	Yes	<input checked="" type="checkbox"/>	No
Is the platted right of way used by vehicles / pedestrians / other?	Yes	<input checked="" type="checkbox"/>	No
Is alternative right-of-way being provided?	<input checked="" type="checkbox"/>	Yes	No
Are there utility easements associated with the right of way to be vacated?	Yes	<input checked="" type="checkbox"/>	No
Is the platted right of way and or associated utility easement in use by any utility company?	Yes	<input checked="" type="checkbox"/>	No
If so, which utility provider?			

LEGAL DESCRIPTION ADJOINING LAND:

Lot, Block, Subd. or street address <u>1 Mayo St sub Mayo River Sub</u>	
Section, township, range	
City (if applicable)	General area <u>FUNNY RIVER RD - MADON'S HILL DRIVE</u>

The petition must be signed by owners of a majority of the land affected by the platted right of way proposed to be vacated. Each petitioner must include address and legal description of his/her property. Attach additional signature sheets if needed.

Submitted by:

Land Owner

Name (printed): <u>Mark Johnson</u>	Signature: <u>Mark Johnson</u>
e-mail: <u>mark.johnson@alaska.gov</u>	Address: <u>P.O. Box 86 Sterling, Alaska 99627</u>
Owner of:	

Land Owner:

Name (printed):	Signature
e-mail:	Address:
Owner of:	

FOR OFFICE USE ONLY

RECEIVED BY _____ DATE SUBMITTED _____ KPB FILE # _____

*\$500
Cash
received
4/22/26*



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

PETITION TO VACATE PLATTED RIGHT OF WAY / PLATTED PUBLIC EASEMENT / PLATTED PUBLIC AREA

PUBLIC HEARING REQUIRED

Upon receipt of complete application with fees and all required attachments, a public hearing before the Planning Commission will be scheduled. The petition with all required information and attachments must be in the Planning Department at least 30 days prior to the preferred hearing date. By State Statute and Borough Code, the public hearing must be scheduled within 60 days of receipt of complete application.

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- 3 copies of the plat or map showing the platted right of way to be vacated. Must not exceed 11 x 17 inches in size. Area to be vacated must be clearly depicted. Proposed alternative public access to be shown and labeled on the sketch.
- REASON FOR VACATING The petitioner must attach a statement with reasonable justification for the vacation of the platted right of way / platted easement / platted public area.

Has the platted right of way been fully or partially constructed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the platted right of way used by vehicles / pedestrians / other?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is alternative right-of-way being provided? <u>Kimb ST</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are there utility easements associated with the right of way to be vacated?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the platted right of way and or associated utility easement in use by any utility company?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If so, which utility provider?		

LEGAL DESCRIPTION ADJOINING LAND:

Lot, Block, Subd. or street address	
Section, township, range	
City (if applicable)	General area <u>FUNNY RIVER RD - MOONSHINE DRIVE</u>

The petition must be signed by owners of a majority of the land affected by the platted right of way proposed to be vacated. Each petitioner must include address and legal description of his/her property. Attach additional signature sheets if needed.

Submitted by:

Land Owner

Name (printed): <u>Gary & Deanna Leslie</u>	Signature: <u>[Signature]</u>
e-mail: <u>dleslie.kdr@gmail.com</u>	Address: <u>Deanna Leslie</u>
Owner of: <u>Gov. 23</u>	<u>PO Box 415, Soldotna AK 99669</u>

Land Owner:

Name (printed): <u>Gary & Deanna Leslie</u>	Signature: <u>[Signature]</u>
e-mail: <u>dleslie.kdr@gmail.com</u>	Address: <u>Deanna Leslie</u>
Owner of: <u>Gov. 24</u>	<u>PO Box 415, Soldotna AK 99669</u>

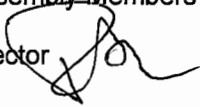
FOR OFFICE USE ONLY

RECEIVED BY _____ DATE SUBMITTED _____ KPB FILE # _____

Kenai Peninsula Borough
Planning Department

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Robert Ruffner, Planning Director 

DATE: May 27, 2026

RE: Vacates the southern portion of the existing Maximillian Court cul-de-sac bulb in Lot 13, as dedicated by Clan Maxwell Estates Avalon Heights Addition #2, Plat SW 2009-06

In accordance with AS 29.40.140, no vacation of a Borough right-of-way and/or easement may be made without the consent of the Borough Assembly.

During their regularly scheduled meeting of May 26, 2026 the Kenai Peninsula Borough Planning Commission granted approval of the above proposed vacation by unanimous vote (6-Yes, 2-Absent) based on the means of evaluating public necessity established by KPB 20.65. This petition is being sent to you for your consideration and action.

A draft copy of the unapproved minutes of the pertinent portion of the meeting and other related materials are attached.

May 26, 2026 Planning Commission Draft Meeting Minutes
May 26, 2026 Agenda Item E3 Meeting Packet Materials

MOTION: Commission Whitney moved, seconded by Commissioner Fike to grant the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65, adopting and incorporating by reference the staff report, staff recommendations and subject to the four conditions as set forth in the staff report.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 6	Epperheimer, Fikes, Gillham, Morgan, Whitney, Venuti
Absent - 2	Brantley, Slaughter

ITEM #3 - RIGHT OF WAY VACATION

VACATE THE SOUTHERN PORTION OF THE EXISTING MAXIMILIAN COURT CUL-DE-SAC BULB IN LOT 13, CLAN MAXWELL ESTATES AVALON HEIGHTS ADDITION # 2, PLAT SW 2009-6, LOCATED SOUTH OF A LINE PROJECTION SOUTHWESTERLY 78.67 FEET OF THE TANGENT LINE FOR THE RETURN CURVE FROM THE CUL-DE-SAC BULB HEADED NORTHEASTERLY, THENCE ANGLE RIGHT FROM LINE GOING SOUTHWESTERLY STILL UNTIL INTERSECTING CUL-DE-SAC BULB AND END OF LINE

KPB File No.	2026-039V
Planning Commission Meeting:	May 26, 2026
Applicant / Owner:	Tanner Crab, LLC
Surveyor:	Andrew Hamilton; McLane Consulting, Inc.
General Location:	Bear Creek Area, North of Seward City Limits
Legal Description:	Maximilian Court T 01N R 01W SEC 22 Seward Meridian SW 2021008 CLAN MAXWELL ESTATES AVALON HEIGHTS ADDITION NO. 5 LOT 13

Staff report given by Platting Manager Vince Piagentini.

Vice Chair Gillham opened the item for public comment. Seeing and hearing no one wishing to comment, public comment was closed and discussion was opened among the committee.

MOTION: Commission Epperheimer moved, seconded by Commissioner Fikes to grant the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65, adopting and incorporating by reference the staff report, staff recommendations and subject to the four conditions as set forth in the staff report.

Hearing no objection or further discussion, the motion was carried by the following vote:

MOTION PASSED BY UNANIMOUS VOTE:

Yes - 6	Epperheimer, Fikes, Gillham, Morgan, Whitney, Venuti
Absent - 2	Brantley, Slaughter

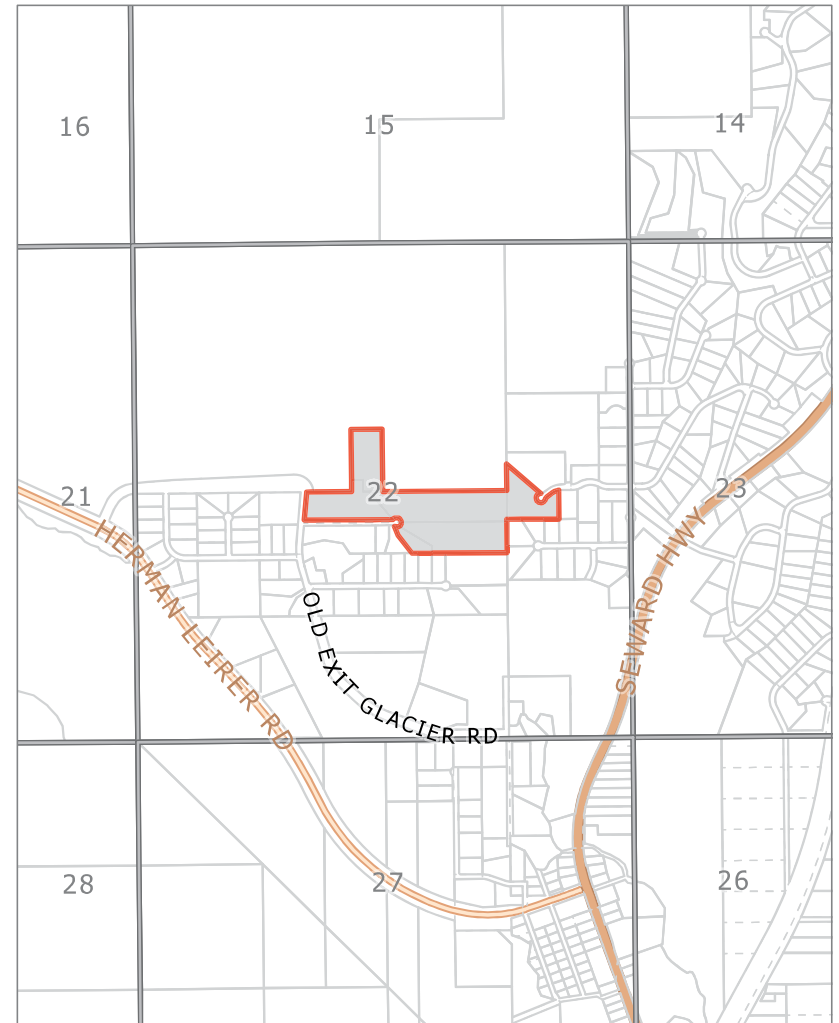
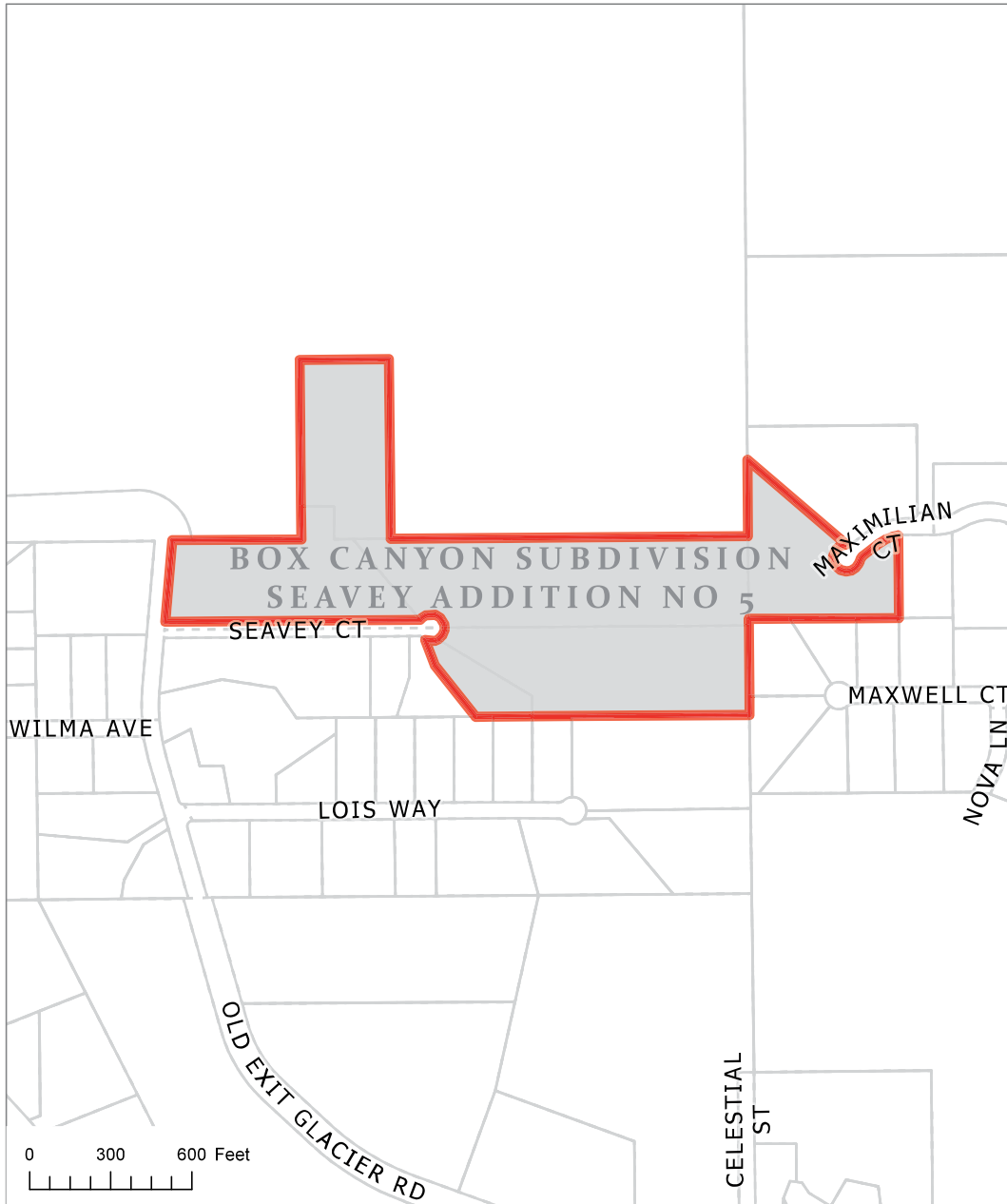
**ITEM #4 – STREET NAMING RESOLUTION 2026-02
RENAMING DEDRA AVENUE TO DEBRA AVENUE**

Current Street Name	Dedra Avenue
Proposed Street Name	Debra Avenue
Planning Commission Meeting:	May 26, 2026
Applicant:	Don Wood
Total Lots Affected	5
General Location:	Anchor Point Area
ESN	401

Staff report given by Planning Director Robert Ruffner.

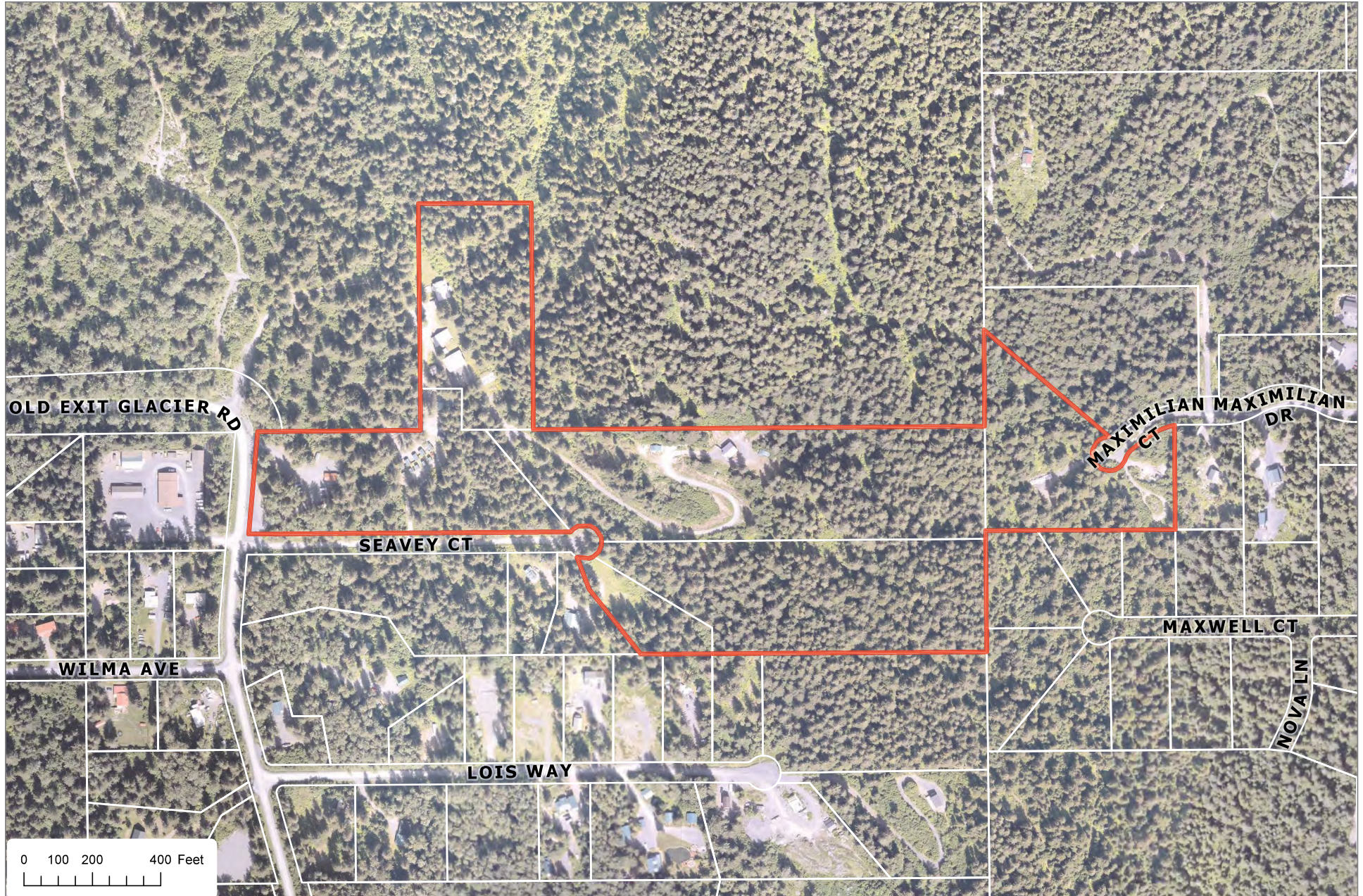
E. NEW BUSINESS

3. **Right-Of-Way Vacation; KPB File 2026-039**
McLane Consulting Group / Tanner Crab, LLC
Request: Vacates a portion of the Maximilian Ct cul-de-sac
granted per SW 2009-6
Location: Lot 13, Clan Maxwell Estates Avalon Heights Addn #5,
SW 2021-8
Bear Creek Area



KPB File 2026-039
T01N R01W SEC22
Bear Creek

The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



CERTIFICATE OF OWNERSHIP AND DEDICATION: LOTS 1 & 2B

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON. I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

DANIEL B. SEAVEY
PO BOX 2906
SEWARD, AK 99664

NOTARY'S ACKNOWLEDGEMENT

FOR: DANIEL B. SEAVEY
ACKNOWLEDGED BEFORE ME THIS
____ DAY OF _____ 2026
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC FOR THE
STATE OF ALASKA

CERTIFICATE OF OWNERSHIP AND DEDICATION: LOTS 7 & 10B

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

JANINE A. SEAVEY
PO BOX 735
SEWARD, AK 99672

NOTARY'S ACKNOWLEDGEMENT

FOR: JANINE A. SEAVEY
ACKNOWLEDGED BEFORE ME THIS
____ DAY OF _____ 2026
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC FOR THE
STATE OF ALASKA

CERTIFICATE OF OWNERSHIP AND DEDICATION: LOT 2A1

I, THE UNDERSIGNED, HEREBY CERTIFY THAT SINGLE LEAD LLC, IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND ON BEHALF OF SINGLE LEAD LLC, I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

DANIEL B. SEAVEY, MANAGER
SINGLE LEAD LLC, OWNER
PO BOX 2906
SEWARD, AK 99664

NOTARY'S ACKNOWLEDGEMENT

FOR: DANIEL B. SEAVEY
ACKNOWLEDGED BEFORE ME THIS
____ DAY OF _____ 2026
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC FOR THE
STATE OF ALASKA

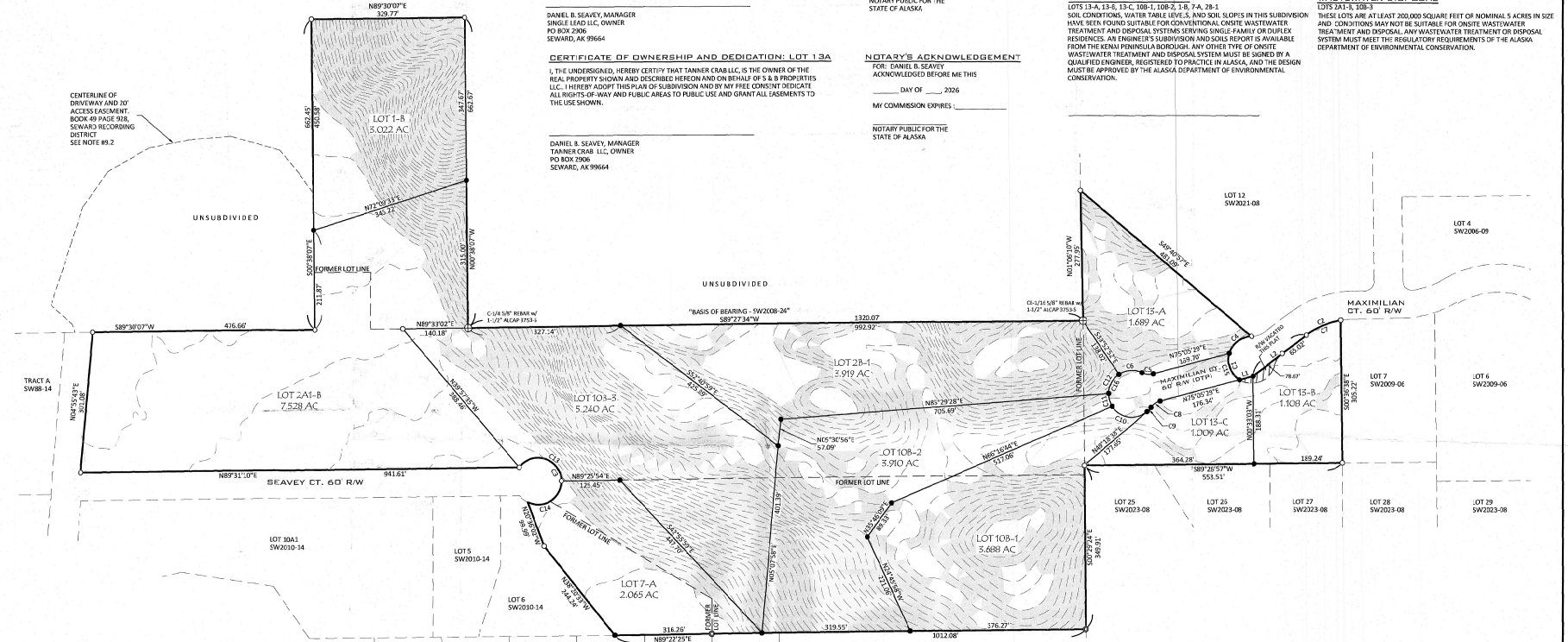
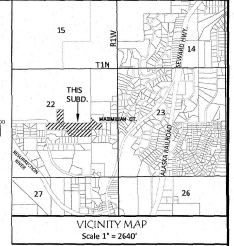
CERTIFICATE OF OWNERSHIP AND DEDICATION: LOT 13A

I, THE UNDERSIGNED, HEREBY CERTIFY THAT TANNER CRAB LLC, IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND ON BEHALF OF TANNER CRAB LLC, I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

DANIEL B. SEAVEY, MANAGER
TANNER CRAB LLC, OWNER
PO BOX 2906
SEWARD, AK 99664

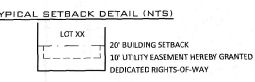
NOTARY'S ACKNOWLEDGEMENT

FOR: DANIEL B. SEAVEY
ACKNOWLEDGED BEFORE ME THIS
____ DAY OF _____ 2026
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC FOR THE
STATE OF ALASKA



CURVE TABLE						
CURVE #	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	84°37'27.0"	50.00	139.03	138.98	S 15° 30' 30" W	95.90
C2	171°12'12.0"	100.00	600.00	403.11	N 60° 20' 40" E	79.81
C3	266°27'42.0"	50.00	237.27	59.27	N 13° 22' 45" W	16.40
C4	170°02'00.0"	50.00	63.75	37.00	S 50° 37' 34" W	58.52
C5	307°01'00.0"	50.00	24.51	12.75	N 84° 38' 30" W	24.05
C6	89°17'57.0"	50.00	53.73	28.40	S 85° 40' 04" W	49.87
C7	171°11'57.0"	100.00	600.00	403.11	N 60° 20' 40" E	79.81
C8	40°20'00.0"	50.00	24.51	12.75	N 55° 14' 07" E	24.05
C9	147°05'46.0"	50.00	12.80	6.20	N 42° 14' 40" E	12.30
C10	38°18'46.0"	50.00	86.00	56.16	N 61° 22' 02" E	75.84
C11	37°04'00.0"	50.00	28.81	14.40	S 15° 32' 22" E	28.81
C12	157°09'10.0"	50.00	48.11	26.31	S 28° 12' 13" W	46.29
C13	243°17'17.0"	50.00	125.67	120.83	N 35° 15' 12" W	94.32
C14	117°03'00.0"	50.00	150.93	81.47	N 54° 10' 13" E	85.29
C15	74°13'55.0"	50.00	64.73	37.80	S 21° 01' 17" E	60.34
C16	166°14'18.0"	50.00	237.10	59.34	N 14° 42' 49" W	76.47

LINE TABLE		
LINE #	BEARING	DISTANCE
1	N 70°20'21" E	80.27
2	N 57°52'10" E	149.89



LEGEND

- ⊕ FOUND PRIMARY MONUMENT AS DESCRIBED
- ⊙ FOUND 5/8" REBAR UNLESS NOTED
- SET 5/8" x 30" REBAR w/ 1" BLUE PLASTIC CAP 15-21-2009
- DTF DEDICATED THIS PLAT

NOTES

1. WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS SHALL BE PERMITTED ONLY IN CONFORMANCE WITH APPLICABLE REQUIREMENTS OF 18 AAC 72 AND 18 AAC 80.
2. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
3. 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. SEE TYPICAL DETAIL.
4. THE "FRONT 10 FEET" OF THE 20 FOOT BUILDING SETBACK AND THE ENTIRE SETBACK WITHIN 5 FEET OF THE SIDE LOT LINES IS ALSO A UTILITY EASEMENT. SEE TYPICAL DETAIL.
5. ROADS MUST MEET THE DESIGN AND CONSTRUCTION STANDARDS ESTABLISHED BY THE BOROUGH IN ORDER TO BE CONSIDERED FOR DEDICATION AND INCLUSION IN THE ROAD MAINTENANCE PROGRAM.
6. NO BUILDINGS OR WASTEWATER DISPOSAL ALLOWED WITHIN PANHANDLE PORTION OF LOTS 10B-1 & 10B-2.
7. ANY PERSON DEVELOPING THE PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS, INCLUDING A U.S. ARMY CORPS OF ENGINEERS WETLAND DETERMINATION IF APPLICABLE.
8. ACCEPTANCE OF THIS PLAT BY THE KENAI PENINSULA BOROUGH DOES NOT INDICATE ACCEPTANCE OF ANY ENCROACHMENTS.
9. THIS PLAT MAY BE SUBJECT TO THE FOLLOWING:
 - 9.1. A RIGHT-OF-WAY UTILITY EASEMENT GRANTED TO THE CITY OF SEWARD OCTOBER 22, 1987, BOOK 49 PAGE 129, SRD, LOCATION NOT DEPICTED.
 - 9.2. AN ACCESS EASEMENT GRANTED TO DANIEL B. SEAVEY AND SHIRLEY C. SEAVEY JANUARY 26, 1988, BOOK 49 PAGE 926, SRD, SHOWN HEREON.
 - 9.3. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED JULY 28, 2006, DOCUMENT NO. 2006-001092-0, SRD.
 - 9.4. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED SEPTEMBER 14, 2015, DOCUMENT NO. 2015-000911-0, SRD.
 10. THE KENAI PENINSULA BOROUGH WILL NOT ENFORCE PRIVATE COVENANTS, EASEMENTS OR DEED RESTRICTIONS PER KP 20.66.17(0).

Plat # _____
 Date _____
 Title _____
 Drawn _____



BCX CANYON SUBDIVISION SEAVEY ADDITION N-13-5
 A SUBDIVISION OF LOT 13 CANONVILLE ESTATES AVALON HEIGHTS ADDITION #5 (K2022-8), LOT 10B BOX CANYON SUBDIVISION SEAVEY ADDITION NO. 2 (K2009-23), BOX CANYON SUBDIVISION SEAVEY ADDITION NO. 3 (K2010-14), LOT 2B BOX CANYON SUBDIVISION SEAVEY ADDITION (K2008-24), LOTS 1 & 2A1 BOX CANYON SUBDIVISION SEAVEY ADDITION NO. 4 (K2005-4)

OWNER:
 TANNER CRAB LLC, (LOT 13A)
 821 N. ST. SUITE 102, ANCHORAGE, AK 99501

DANIEL B. SEAVEY (LOT 2B & LOT 1)
 PO BOX 2906, SEWARD, AK 99664

JANINE A. SEAVEY (LOT 10B & LOT 7)
 PO BOX 735, STERLING, AK 99672

SINGLE LEAD LLC, (LOT 2A1)
 PO BOX 735, STERLING, AK 99672

33.598 AC. M/L SITUATED IN SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, KENAI PENINSULA BOROUGH, AND THE SEWARD RECORDING DISTRICT, ALASKA.

Prepared by: TRISTIN SURVEYING & MAPPING P.L.L.C. 404 N. DIVOTTA, AK 99501
 VOICE: (907) 281-4814 FAX: (907) 281-3236 WWW.MLANSURVEYING.COM

KPB File No. 2026-KXX
 Project No. 252034
 Scale: 1" = 100' Date: DEC 2025 BOOK: 25-07 Drawn by: AHH

KPB 2026-039

AGENDA ITEM E. NEW BUSINESS

ITEM #3 - RIGHT OF WAY VACATION

VACATE THE SOUTHERN PORTION OF THE EXISTING MAXIMILIAN COURT CUL-DE-SAC BULB IN LOT 13, CLAN MAXWELL ESTATES AVALON HEIGHTS ADDITION # 2, PLAT SW 2009-6, LOCATED SOUTH OF A LINE PROJECTION SOUTHWESTERLY 78.67 FEET OF THE TANGENT LINE FOR THE RETURN CURVE FROM THE CUL-DE-SAC BULB HEADED NORTHEASTERLY, THENCE ANGLE RIGHT FROM LINE GOING SOUTHWESTERLY STILL UNTIL INTERSECTING CUL-DE-SAC BULB AND END OF LINE

KPB File No.	2026-039V
Planning Commission Meeting:	May 26, 2026
Applicant / Owner:	Tanner Crab, LLC of Anchorage, AK
Surveyor:	Andrew Hamilton; McLane Consulting, Inc.
General Location:	Bear Creek Area, north of Seward city limits
Legal Description:	Maximilian Court T 01N R 01W SEC 22 Seward Meridian SW 2021008 CLAN MAXWELL ESTATES AVALON HEIGHTS ADDITION NO. 5 LOT 13

STAFF REPORT

Specific Request / Purpose as stated in the petition:

The petitioner requests approval to vacate the southern portion of the existing Maximilian Court cul-de-sac, including all associated utility easements.

Notification: The public hearing notice was published in the May 22, 2026 issue of the Peninsula Clarion and the May 21, 2026 issue of the Homer News as part of the Commission's tentative agenda.

The public notice was posted on the Planning Commission bulletin board at the Kenai Peninsula Borough George A. Navarre Administration building. Additional notices were mailed to the following with the request to be posted for public viewing.

Fifteen certified mailings were sent to owners of property within 300 feet of the proposed vacation. Zero receipts had been returned when the staff report was prepared.

Nineteen public hearing notices were emailed to agencies and interested parties as shown below;

- | | |
|--|-------------------------------------|
| State of Alaska Dept. of Fish and Game | Seward Bear Creek Fire Service Area |
| State of Alaska DNR | Alaska Communication Systems (ACS) |
| State of Alaska DOT | ENSTAR Natural Gas |
| State of Alaska DNR Forestry | General Communications Inc, (GCI) |
| Emergency Services of Bear Creek | Homer Electric Association (HEA) |
| Seward Kenai Peninsula Borough Office | Chugach Electric |
| | Tel Alaska/Fast Wyre |

Legal Access (existing and proposed):

Legal access is provided by Maximilian Court, a platted 60-foot-wide right-of-way. Maximilian Court terminates in a cul-de-sac to the west and connects to Maximilian Drive to the east. Both rights-of-way partially constructed. Maximilian Drive provides access to Big Bear Street, which connects to Blying Sound Drive to the northeast, and then to South Fork Lane to the south. Big Bear Street, Blying Sound Drive, and South Fork Lane are all borough-maintained rights-of-way. South Fork Lane provides access to the Seward Highway between milepost 4 and 5.

The petition requests vacation of the southern portion of the Maximilian Court cul-de-sac bulb, as depicted by hatched markings on the plat. The associated plat proposes to extend the cul-de-sac westward by approximately

220 feet. The length of the cul-de-sac will be approximately 1200 feet from Big Bear Cir and the platting action did request exception to the cul-de-sac length.

Maximilian Court currently provides legal access to the subject parcel, Lot 13, Plat SW 2021-8. The proposed extension will provide legal access to five parcels, all of which are included in the associated plat action.

No section line easements exist within the subject area.

Block length in the vicinity is irregular and non-compliant due to multiple cul-de-sacs, large acreage parcels, and steep terrain. The proposed right-of-way dedication extending Maximilian Court although still not compliant will help improve block length compliance.

KPB Roads Dept. comments	Out of Jurisdiction: No Roads Director: Uhlin, Dil Comments: The extension of Maximilian Ct still shows a solid line on the former cul-de-sac. That should be removed prior to recording. This plat will land lock lot 1-B.
SOA DOT comments	

Site Investigation:

Available public imagery and KPB Assessing records indicate that the affected lot is vacant. The portion of Maximilian Court proposed for vacation appears to be used as a drive, onto proposed Lot 13-B. The extension of the Maximilian Ct is following another existing drive that will lie under the extension when done.

The submitted preliminary plat includes contours and shaded areas identified as slopes exceeding 20%, as shown on the drawing.

According to the KWF Wetlands Assessment layer, no low wet areas affect the subject property.

The subject area lies within FEMA Flood Zone X, a non-regulatory flood zone with minimal flood hazard. **Staff recommends** that the preliminary plat follow the recommendations of the River Center review and apply the notes as necessary.

KPB River Center review	A. Floodplain Reviewer: Hindman, Julie Floodplain Status: IS in flood hazard area Comments: The subdivision is within a non-regulatory flood zone designated as an area with minimal flood hazard. Plat note should be included, no depictions required. Flood Zone: X Zone Map Panel: 02122C-4541D In Floodway: False Floodway Panel: B. Habitat Protection Reviewer: Aldridge, Morgan Habitat Protection District Status: Is NOT within HPD Comments: No comments
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Staff Analysis:

Maximilian Court was originally dedicated in 2009 with the recording of Clan Maxwell Estates Avalon Heights Addition #2 (SW 2009-6). Several subsequent subdivisions have occurred, most recently, Clan Maxwell Estates Avalon Addition #5 (KN 2021-8). The portion of Maximilian Court proposed for vacation abuts Lot 13 (KN 2021-8).

The parent plat (SW 2009-6) granted a 10-foot utility easement along Maximilian Court. The subsequent plat (SW 2015-15) carried this easement forward and expanded it to 20 feet within 5 feet of the side lot lines.

The 10-foot utility easement adjacent to the portion of Maximilian Court proposed for vacation is also requested to be vacated with the petition. **Staff recommends** that the associated final plat clearly depict and label the easement proposed for vacation.

The associated plat, Box Canyon Subdivision Seavey Addition No. 5, will finalize the right-of-way vacation, including the vacation of the associated utility easements. The plat proposes to dedicate additional right-of-way to Maximilian Court, extending the cul-de-sac. A 10-foot utility easement will be granted along the newly dedicated portion of the right-of-way. This plat is scheduled for review by the Plat Committee on May 26, 2026.

20.65.050 – Action on vacation application

D. The planning commission shall consider the merits of each vacation request and in all cases the planning commission shall deem the area being vacated to be of value to the public. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized, or that other provisions have been made which are more beneficial to the public. In evaluating the merits of the proposed vacation, the planning commission shall consider whether:

1. The right-of-way or public easement to be vacated is being used;

Applicant comments:

Staff comments: The portion of Maximilian Court proposed for vacation appears to be used as a drive, following the same alignment as the proposed right-of-way dedication shown on the associated plat.

2. A road is impossible or impractical to construct, and alternative access has been provided;

Applicant comments: The proposed plat, Box Canyon Subdivision Seavey Addition No. 5, extends Maximilian Court and provides an additional cul-de-sac at the terminus of the new right-of-way. The proposed right-of-way extension will be built to borough standards to enter the road maintenance program.

Staff comments:

3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;

Applicant comments: In an area where flat land is scarce, returning this small portion of land back to proposed Lots 13-C and 13-B increases the usability and value of those lots without harming/reducing the functionality of the right-of-way.

Staff comments: The associated plat, Box Canyon Subdivision Seavey Addition No. 5, proposes to dedicate additional right-of-way to Maximilian Court, extending the cul-de-sac. A 10-foot utility easement will be granted along the newly dedicated portion of the right-of-way. Maximilian Court currently provides legal access to the subject parcel, Lot 13, Plat SW 2021-8. The proposed extension will provide legal access to four parcels, all of which are included in the associated plat action.

- The vacation of a public right-of-way provides access to a lake, river, or other area with public interest or value, and if so, whether equal or superior access is provided;

Applicant comments:

Staff comments:

- The proposed vacation would limit opportunities for interconnectivity with adjacent parcels, whether developed or undeveloped;

Applicant comments: The proposed plat, Box Canyon Subdivision Seavey Addition No. 5, extends Maximilian Court and provides an additional cul-de-sac at the terminus of the new right-of-way. The proposed right-of-way extension will be built to borough standards to enter the road maintenance program.

Staff comments:

- Other public access, other than general road use, exist or are feasible for the right-of-way;

Applicant comments:

Staff comments:

- All existing and future utility requirements are met. Rights-of-way which are utilized by a utility, or which logically would be required by a utility, shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a utility easement be granted in place of the right-of-way.

Applicant comments:

Staff comments: A 10-foot utility easement will be granted along the newly dedicated portion of the right-of-way.

- Any other factors that are relevant to the vacation application or the area proposed to be vacated.

Applicant comments:

Staff comments:

A KPB Planning Commission decision denying a vacation application is final. A KPB Planning Commission decision to approve the vacation application is subject to consent or veto by the KPB Assembly, or City Council if located within City boundaries. The KPB Assembly, or City Council must hear the vacation within thirty days of the Planning Commission decision.

The Assembly will hear the vacation at their scheduled June 16, 2026 meeting.

If approved, Box Canyon Subdivision Seavey Addition No. 5 will finalize the proposed right-of-way vacation. The Plat Committee is scheduled to review the plat on May 26, 2026.

KPB department / agency review:

Addressing	<p>Reviewer: Pace, Rhealyn Affected Addresses: 12830 Old Exit Glacier Rd, 12820 Old Exit Glacier Rd, 31525 Seavey Ct, 31530 Seavey Ct,</p> <p>Existing Street Names are Correct: No</p> <p>List of Correct Street Names: Old Exit Glacier Rd, Seavey Ct, Maximilian Ct.</p>
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	<p>Existing Street Name Corrections Needed:</p> <p>All New Street Names are Approved: No</p> <p>List of Approved Street Names:</p> <p>List of Street Names Denied:</p> <p>Comments: No other comments</p>
Code Compliance	Vacant
LOZMS Planner	<p>Reviewer: Raidmae, Ryan</p> <p>There are not any Local Option Zoning District issues with this proposed plat.</p> <p>Material Site Comments: There are not any material site issues with this proposed plat.</p>
Assessing	<p>Reviewer: Windsor, Heather</p> <p>Comments: No comment</p>

Utility provider review:

HEA	No comments or concerns at this time. The ROW vacation is not within HEA's service area.
ENSTAR	
ACS	
GCI	
SEWARD ELECTRIC	
CHUGACH ELECTRIC	No comment. The property is located outside of the Chugach Service area.
TELALASKA	

STAFF RECOMMENDATIONS
CORRECTIONS / EDITS

RECOMMENDATION:

Based on consideration of the merits as per KPB 20.65.050(D) as outlined by Staff comments, Staff recommends APPROVAL as petitioned, subject to:

1. Consent by KPB Assembly.
2. Compliance with the requirements for preliminary plats per Chapter 20 of the KPB Code including a submittal to and approval by the Plat Committee.
3. Grant utility easements requested by utility providers.
4. Submittal of a final plat within a timeframe such that the plat can be recorded within one year of vacation consent (KPB 20.65.050(I)).

KPB 20.65.050 – Action on vacation application

- H. A planning commission decision to approve a vacation is not effective without the consent of the city council, if the vacated area to be vacated is within a city, or by the assembly in all other cases. The council or assembly shall have 30 days from the date of the planning commission approval to either consent to or veto the vacation. Notice of veto of the vacation shall be immediately given to the planning commission. Failure to act on the vacation within 30 days shall be considered to be consent to the vacation. This provision does not apply to alterations of utility easements under KPB 20.65.070 which do not require the consent of the assembly or city council unless city code specifically provides otherwise.
- I. Upon approval of the vacation request by the planning commission and no veto by the city council or assembly, where applicable, the applicant shall have a surveyor prepare and submit a plat including the entire area approved for vacation in conformance with KPB 20.10.080. Only the area approved for vacation by the assembly or council may be included on the plat. The final plat must be recorded within one year of the vacation consent.
- J. A planning commission decision denying a vacation application is final. No reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.
- K. An appeal of the planning commission, city council or assembly vacation action under this chapter must be filed in the superior court in accordance with the Alaska Rules of Appellate Procedure.

The 2019 Kenai Peninsula Borough Comprehensive Plan adopted November, 2019 by Ordinance No. 2019-25. The relevant objectives are listed.

Goal 3. Preserve and improve quality of life on the Kenai Peninsula Borough through increased access to local and regional facilities, activities, programs and services.

- *Focus Area: Energy and Utilities*
 - o *Objective A - Encourage coordination or residential, commercial, and industrial development with extension of utilities and other infrastructure.*
 - *Strategy 1. Near – Term: Maintain existing easements (especially section line easements) in addition to establishing adequate utility rights of way or easements to serve existing and future utility needs.*
 - *Strategy 2. Near – Term: Maintain regular contact with utility operators to coordinate and review utility easement requests that are part of subdivision plat approval.*
 - *Strategy 3. Near – Term: Identify potential utility routes on Borough lands.*
- *Housing*
 - o *Objective D. Encourage efficient use of land, infrastructure and services outside incorporated cities by prioritizing future growth in the most suitable areas.*
 - *Strategy 1. Near – Term: Collaborate with the AK Department of Transportation, incorporated cities within the borough, utility providers, other agencies overseeing local services, and existing communities located adjacent to the undeveloped areas that are appropriate for future growth, to align plans for future expansion of services to serve future residential development and manage growth.*

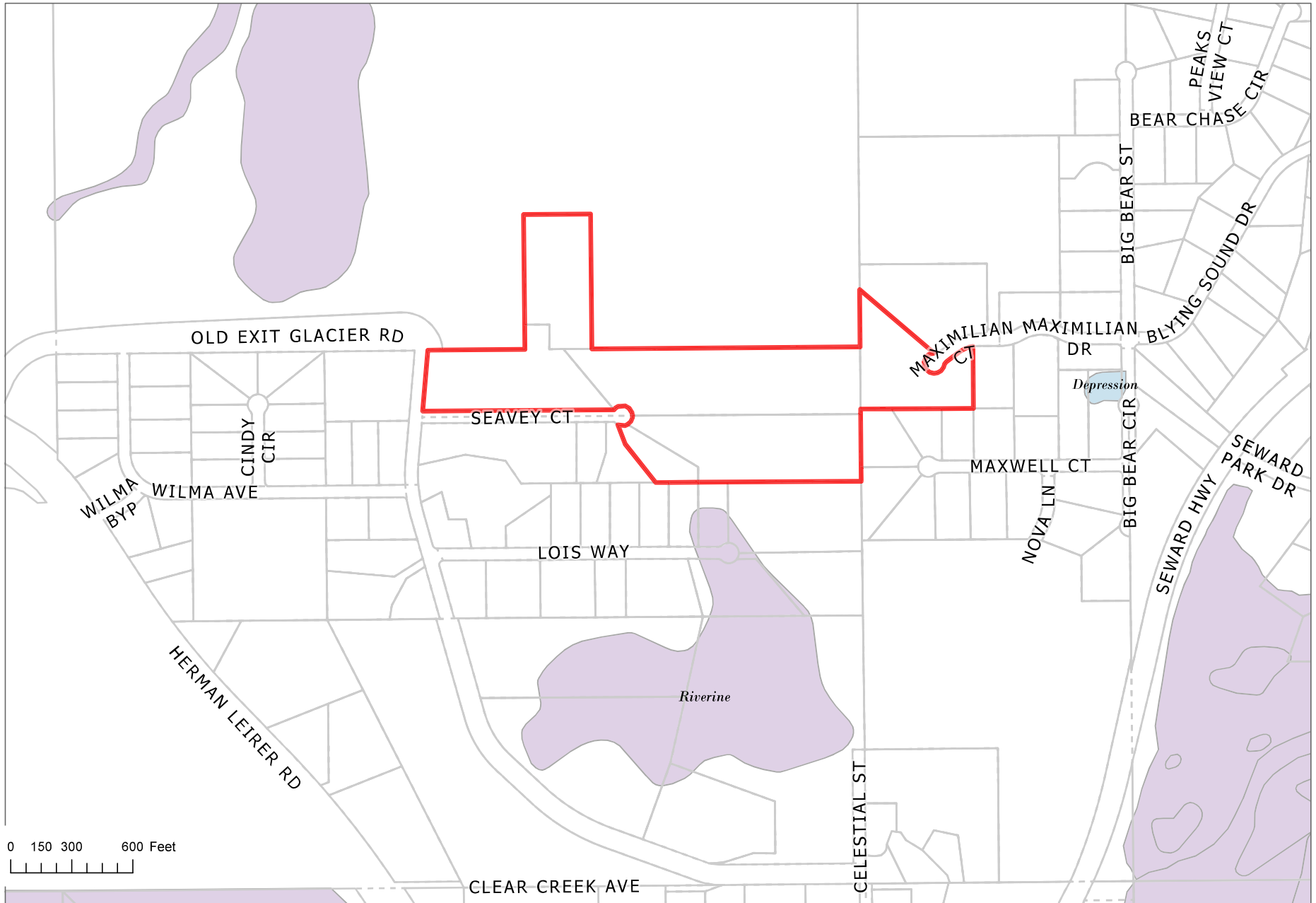
Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

- *Focus Area: Transportation*
 - o *Objective B. Ensure new roads are developed in alignment with existing and planned growth and development.*
 - *Strategy 2. Near – Term: Establish subdivision codes that dictate road construction standards to accommodate future interconnectivity and/or public safety.*
 - *Strategy 3. Near – Term: Identify areas of anticipated growth to determine future access needs.*

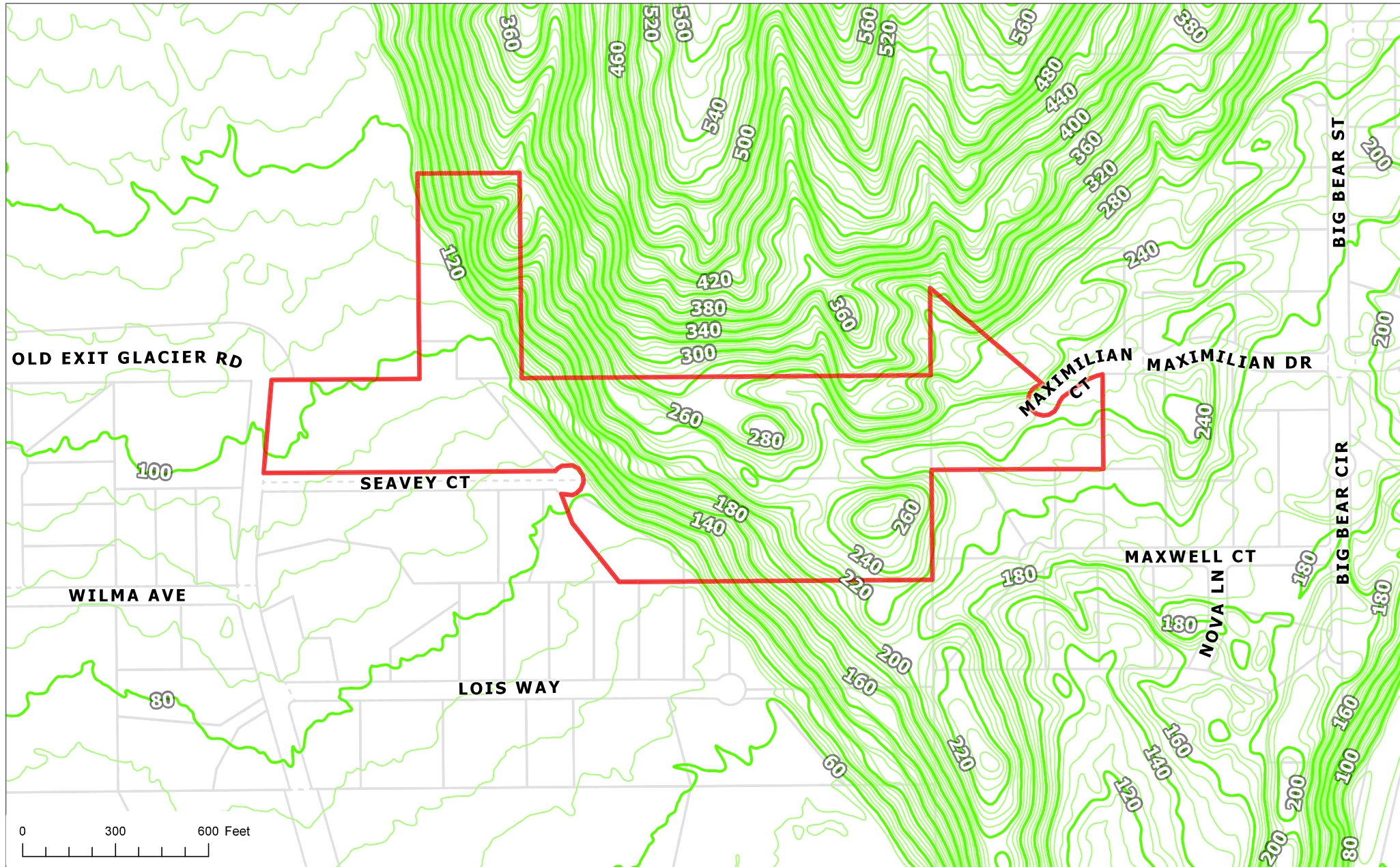
END OF STAFF REPORT



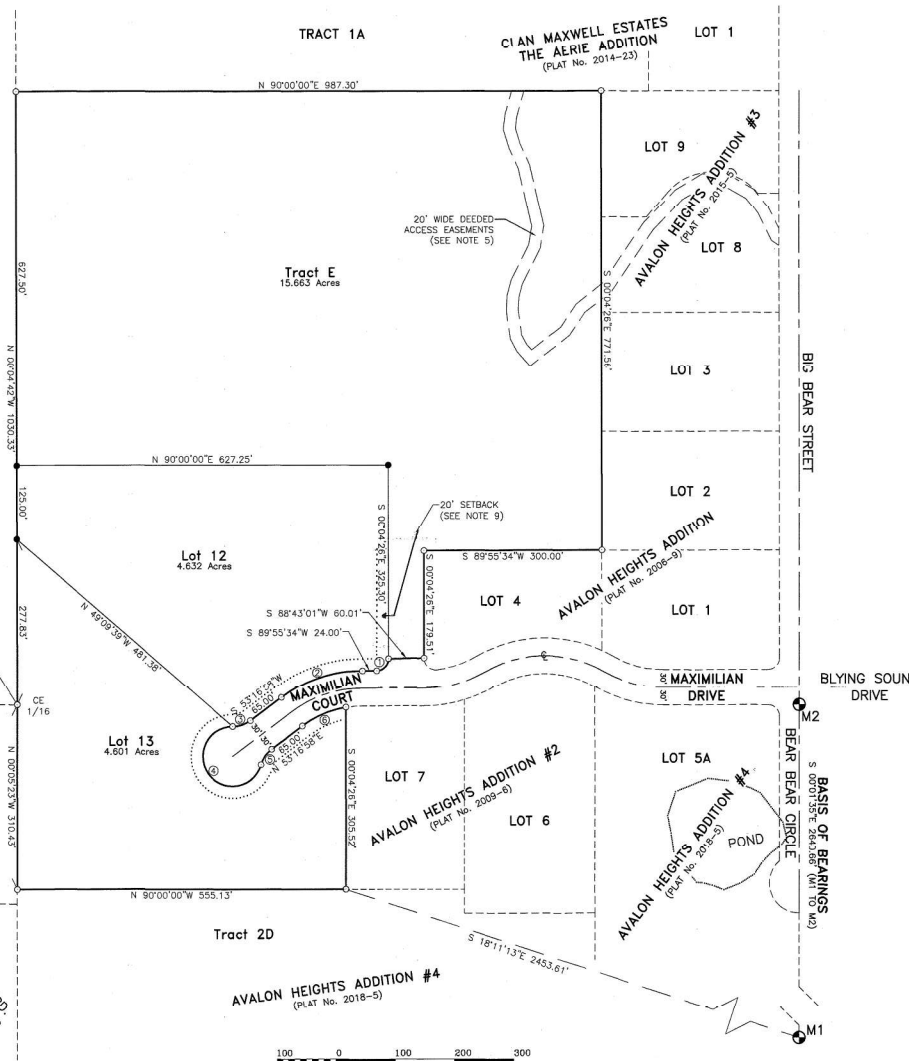
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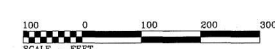
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UNSUBDIVIDED

BOX CANYON SUBD. SEVEY ADDN. (PLAT No. 2008-24)

BOX CANYON SUBD. SEVEY ADDN. No. 2 (PLAT No. 2008-25)



SURVEYOR'S CERTIFICATE
I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska. This plat represents a survey made by me or under my direct supervision, the monuments shown hereon actually exist as described, and all dimensions and other details are correct to the normal standards of practice of land surveyors in the State of Alaska.



Curve	Radius	Tangent	Length	Delta	Chord	Chord Bear.	NTC
1	20.00'	20.02'	31.44'	90°03'41"	28.30'	S 44°34'45" W	NTC
2	234.00'	35.14'	143.70'	36°18'24"	144.60'	S 71°39'16" W	
3	50.00'	16.67'	32.18'	36°52'12"	31.62'	S 71°43'04" W	
4	50.00'	-66.67'	221.43'	253°44'23"	80.00'	S 36°43'02" E	
5	50.00'	16.67'	32.18'	36°52'12"	31.62'	N 34°05'52" E	
6	170.00'	41.07'	80.59'	27°09'43"	79.84'	N 66°51'50" E	

LEGEND

- MONUMENT RECOVERED
- TYPICAL CAP - FOUND
- TYPICAL CAP - SET
- COMPUTED FROM PLAT 2018-5
- C
- NTC NON-TANGENT CURVE
- 20' BUILDING SETBACK (PER KPB 20.30.240) (SEE NOTE 2)

M1



M2



TYPICAL CAP



NOTES

- 1) Proposed land uses are recreational, residential, agricultural and commercial.
- 2) Building Setback - A setback of 20 feet is required from all street rights-of-way unless a linear abatement is approved by resolution of the appropriate Planning Commission (KPB 20.20.230).
- 3) The front 10 feet adjoining rights of way and 20 feet within 5 feet of the side lot lines is also a utility easement. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- 4) All bearings and distances around the boundary are record per Plat 2018-5.
- 5) Easement reserved in a deed recorded June 3, 2004 as Serial No. 2004-000998-0 and also granted in an instrument recorded June 3, 2004 as Serial No. 2004-001000-0 in the Seward Recording District.
- 6) Protective covenants were recorded in the Seward Recording District on July 26, 2006 as document 2006-001092-0.
- 7) No structures are permitted within the panhandle portion of the flag lot.
- 8) The Kenai Peninsula Borough will not enforce private covenants, easements, or deed restrictions per KPB 21.44.080.
- 9) Per KPB 20.30.190(B) the flag portion of the tract is subject to a 20 foot building setback.

WASTEWATER DISPOSAL: Lots which are at least 200,000 square feet or nominal five acres in size may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation. (KPB 20.40.030)

PLAT APPROVAL

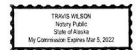
Plat approved by the Kenai Peninsula Borough Planning Commission at the meeting of April 27, 2021

[Signature]
Borough Official

2021-8
Plat #
Seward
Rec Dist
9/6 2021
Date
Time 1:22 PM

CERTIFICATE OF OWNERSHIP AND DEDICATION
We hereby certify that we are the trustees of the real property shown and described hereon and that we hereby adopt this plan of subdivision and on behalf of Avalon Heights Land Trust dedicate all rights-of-ways and public areas to public use and grant all easements to the use shown.

Owner
[Signature]
MAXWELL D. CUTLER, TRUSTEE
AVALON HEIGHTS LAND TRUST
1019 W. 72nd AVENUE
Anchorage, Alaska 99518

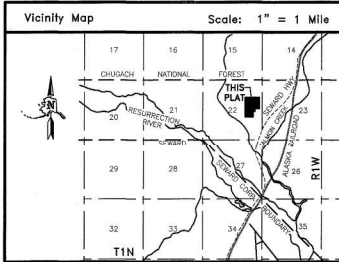


Notary Acknowledgement
for Maxwell D. Cutler Acknowledged
before me this 9 day of August 2021
[Signature] 3/5/2022
Notary Public for the State of Alaska My Commission Expires

Owner
[Signature]
JULIE R. PACE, TRUSTEE
AVALON HEIGHTS LAND TRUST
1019 W. 72nd AVENUE
Anchorage, Alaska 99518



Notary Acknowledgement
for Julie R. Pace Acknowledged
before me this 6 day of August 2021
[Signature] 3/5/2022
Notary Public for the State of Alaska My commission expires



PLAT OF
CLAN MAXWELL ESTATES
AVALON HEIGHTS ADDITION #5
Containing Lots 12 & 13 and Tract E
CONTAINING 24.888 Acres
A SUBDIVISION OF Tract 2C OF CLAN MAXWELL ESTATES, AVALON HEIGHTS ADDITION #4 (PLAT No. 2018-5) AND LOCATED WITHIN THE E 1/2, SECTION 22, T1N, R1W, SEWARD MERIDIAN, ALASKA KENAI PENINSULA BOROUGH SEWARD RECORDING DISTRICT

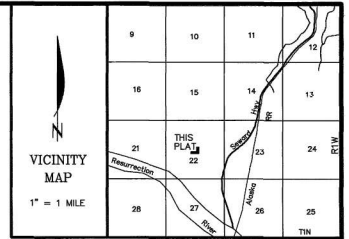
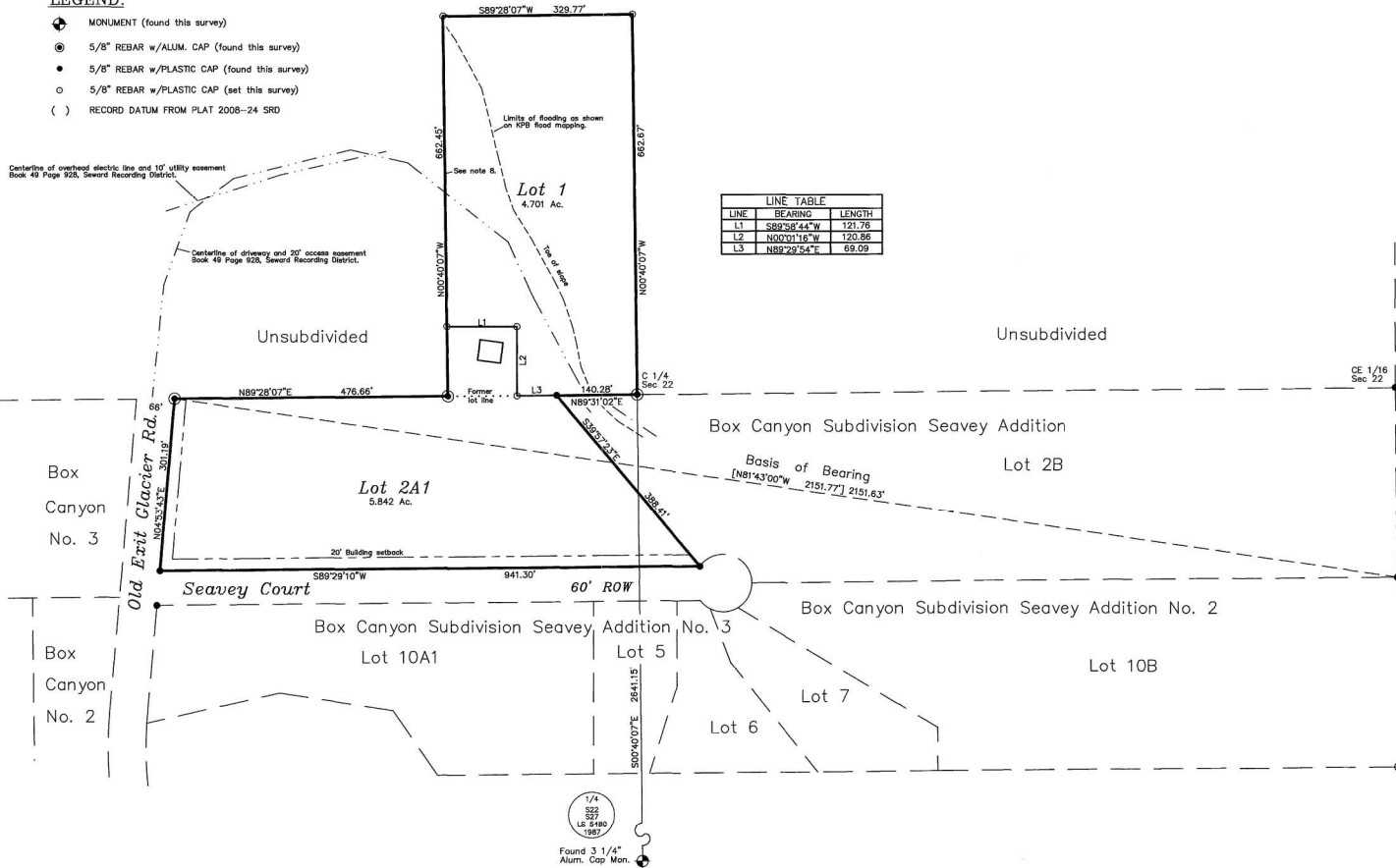
Prepared by:
Lang & Associates, inc. 11500 Daryl Avenue
Anchorage, Alaska 99515
Registered Land Surveyors (907) 522-6476
(907) 522-4825 Fax

OWNER:
JULIE R. PACE & MAXWELL D. CUTLER, TRUSTEES
AVALON HEIGHTS LAND TRUST
1019 W. 72nd AVENUE, Anchorage, Alaska 99518

GRID: N/A SCALE: 1" = 100' DATE: JULY 2021
DRAWN: JCL SHEET 1 OF 1 PROJECT # 20-061
JOB FILE: L20061fpl.ord/.dwg CASE NO.: KPB 2020-027

LEGEND:

- ⊕ MONUMENT (found this survey)
- 5/8" REBAR w/ALUM. CAP (found this survey)
- 5/8" REBAR w/PLASTIC CAP (found this survey)
- 5/8" REBAR w/PLASTIC CAP (set this survey)
- () RECORD DATUM FROM PLAT 2008-24 SRD



CERTIFICATE of OWNERSHIP and DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT 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.

David B. Seavey *Shirley C. Seavey*
 DANIEL B. SEAVEY SHIRLEY C. SEAVEY
 P.O. BOX 923
 SEWARD, AK 99664

NOTARY'S ACKNOWLEDGMENT

FOR David B. Seavey
 ACKNOWLEDGED BEFORE ME THIS 14th DAY OF April 2015

David B. Seavey
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 2-26-19

NOTARY'S ACKNOWLEDGMENT

FOR Shirley C. Seavey
 ACKNOWLEDGED BEFORE ME THIS 14th DAY OF April 2015

Shirley C. Seavey
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 2-26-19

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF OCTOBER 13, 2014.

KENAI PENINSULA BOROUGH
Max J. Frost
 AUTHORIZED OFFICIAL

NOTES:

- 1) Basis of bearing computed from Box Canyon Subdivision, Plat 84-10, Seward Recording District.
- 2) Building Setback-A setback of 20 feet is required from all street Rights-of-Way unless a lesser standard is approved by resolution by the appropriate Planning Commission.
- 3) All waste disposal systems shall comply with existing laws at the time of construction.
- 4) Roads must meet the design and construction standards established by the Borough in order to be considered for certification and inclusion in the Borough road maintenance program.
- 5) No access to state maintained rights-of-way permitted unless approved by the State of Alaska Department of Transportation.
- 6) A 20 foot access easement and 10 foot utility easement in favor of Lot 1 are recorded in Book 49 Page 928, Seward Recording District.
- 7) This subdivision lies entirely within FIRM Zone D according to FIRM panel #02122C-45410, effective date September 27, 2013 and within the Seward Mapped Flood Data Area.
- 8) An exception to KPB 20.04.200 Survey/monumentation was conditionally granted by the Plat Committee at the meeting of October 13, 2014. Set corners shown hereon are approximate corners until the northern half of Section 22 is further subdivided. There is a 50 foot setback on the west boundary of Lot 1.
- 9) Exceptions to KPB 20.30.170, block length, and KPB 20.30.210, access to street, were granted by the Plat Committee at the meeting of October 13, 2014.
- 10) Some or all of the property shown on this plat has been designated by FEMA or the Kenai Peninsula Borough as a flood hazard area district as of the date this plat is filed with the district recorder's office. Prior to development, the Kenai Peninsula Borough floodplain administrator should be contacted for current information and regulations. Development must comply with Chapter 21.06 of the Kenai Peninsula Borough Code of Ordinances. A survey may be required to determine the elevation of the property prior to construction.
- 11) Front 15 feet of the 20 foot building setback and the entire setback within 5 feet of the side lot lines is a utility easement. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- 12) **WASTEWATER DISPOSAL:** These lots are at least 200,000 square feet or nominal 5 acres in size and conditions may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation.



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the monuments shown hereon actually exist as described, and all dimensions and other details are correct.

Date 12-12-14

KPB FILE No. 2014-136

Box Canyon Subdivision Seavey Addition No. 4

A resubdivision of Lot 2A Box Canyon Subdivision Seavey Addition, Plat 2008-24, Seward Recording District and the E1/2 SE1/4 SE1/4 NW1/4 Section 22, T1N, R1W, Seward Meridian.

Located within the NW1/4 SE1/4, NE1/4 SW1/4, & SE1/4 NW1/4 Section 22, T1N, R1W, S.M., Kenai Peninsula Borough, Alaska. Containing 10.543 Ac.

SEGESSER SURVEYS
 30485 Rosland St.
 Soldotna, AK 99669

JOB NO. 14083	DRAWN: 11-11-14
SURVEYED: July, 2014	SCALE: 1"= 100'
FIELD BOOK: 14-2	SHEET: 1 of 1

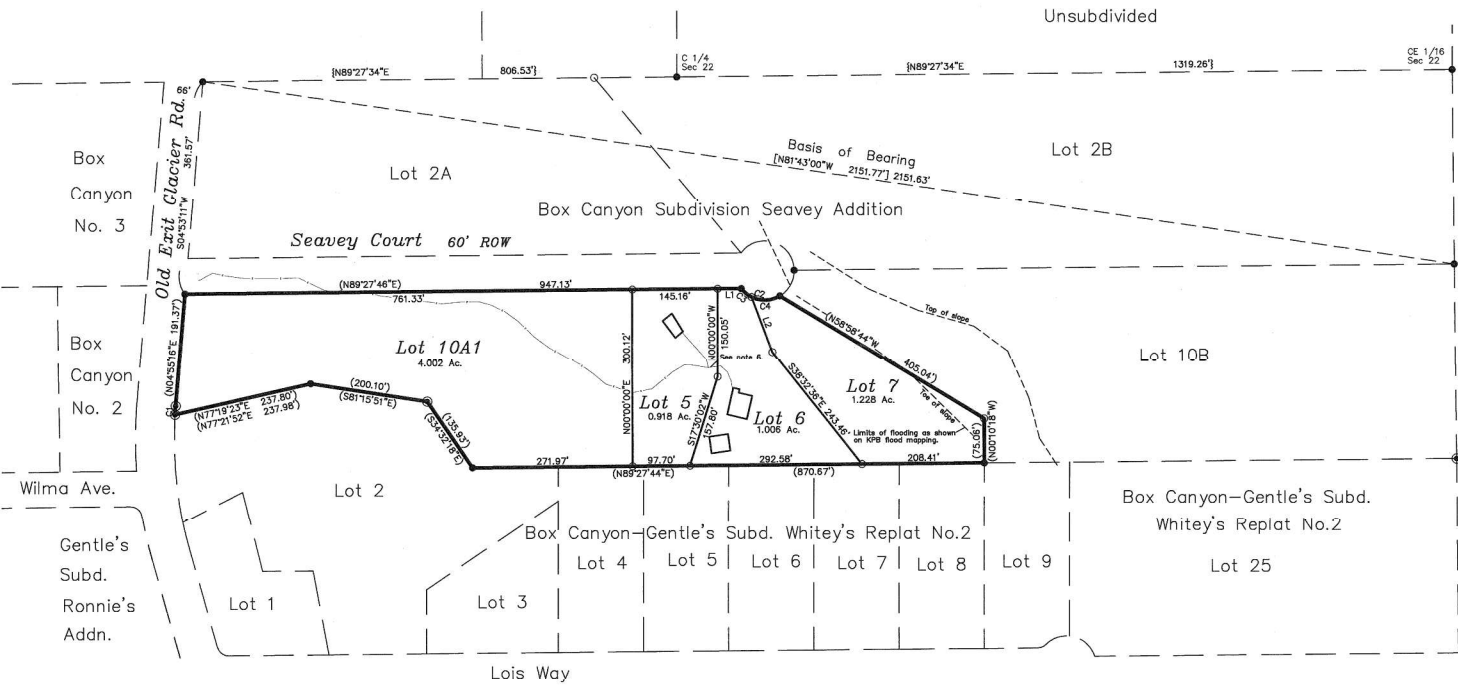
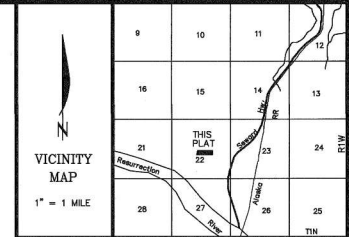
2015-6
 Plat #
 Rec Dist
 S-11-2015
 Date
 Time 1:43 PM

LEGEND:

- 5/8" REBAR w/ALUM. CAP OF RECORD
- 3/8" REBAR w/ALUM. CAP (found this survey)
- 5/8" REBAR w/ PLASTIC CAP (set this survey)
- [] RECORD DATUM FROM PLAT 84-10, SRD.
- { } RECORD DATUM FROM PLAT 2008-24, SRD.
- () RECORD DATUM FROM PLAT 2000-23, SRD.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°27'46"E	40.64
L2	S20°48'05"E	100.00

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	113.08°	673.92	14.73	7.36	14.73	S04°17'32"W
C2	83°41'37"	50.00	73.04	44.78	66.71	S79°15'14"E
C3	26°54'17"	50.00	22.61	11.50	22.41	S50°21'34"E
C4	57°47'19"	50.00	50.43	27.60	48.32	N87°47'38"E



CERTIFICATE of OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

Janine A. Seavey
 JANINE A. SEAVEY
 P.O. BOX 735
 STERLING, AK 99672

NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 28 DAY of December, 2010 FOR *Janine A. Seavey*



Karen Fuller
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 7-25-2012

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF OCTOBER 26, 2009.

KENAI PENINSULA BOROUGH
Maya Bost
 AUTHORIZED OFFICIAL

NOTES:

- 1) Basis of bearing computed from Box Canyon Subdivision, Plat 84-10, Seward Recording District.
- 2) Building Setback-A setback of 20 feet is required from all street Rights-of-Way unless a lesser standard is approved by resolution by the appropriate Planning Commission.
- 3) All waste disposal systems shall comply with existing laws at the time of construction.
- 4) Roads must meet the design and construction standards established by the Borough in order to be considered for certification and inclusion in the Borough road maintenance program.
- 5) No access to state maintained rights-of-way permitted unless approved by the State of Alaska Department of Transportation.
- 6) Underground primary electric line is the centerline of a 20 foot wide utility easement. Underground service lines are the centerline of a 10 foot wide utility easement.
- 7) Development within this subdivision may be subject to the Administrative and/or enforceable policies of the KPB Coastal Zone Management Program.
- 8) This subdivision lies entirely within FIRM Zone C according to FIRM panel 6020012-3250A, effective date May 15, 2001.
- 9) Some or all of the property shown on this plat has been designated by FEMA or the Kenai Peninsula Borough as a flood hazard area district as of the date this plat is filed with the district recorder's office. Prior to development, the Kenai Peninsula Borough floodplain administrator should be contacted for current information and regulations. Development must comply with Chapter 21.06 of the Kenai Peninsula Borough Code of Ordinances. A survey may be required to determine the elevation of the property prior to reconstruction.
- 10) Front 10 feet of the 20 foot building setback and the entire setback within 5 feet of the side lot lines is a utility easement. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- 11) WASTEWATER DISPOSAL: 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 Kenai Peninsula Borough. Any other type of onsite wastewater treatment and disposal system must be designed by a professional engineer, registered to practice in Alaska, and the design must be approved by the Alaska Department of Environmental Conservation.

M. Burman 3380-E 2520-10
 Engineer License No. date

2010-14
 RECORDED
 Seward REC. DIST.
 DATE: 12-29-2010
 TIME: 2:50 PM
 REQUESTED BY:
 SEGESSER SURVEYS
 30485 ROSLAND ST.
 SOLDOTNA, AK 99669

KPB FILE No. 2010-158

Box Canyon Subdivision Seavey Addition No. 3

A subdivision of Lot 10A Box Canyon Subdivision Seavey Addition No. 2, Plat 2009-23, Seward Recording District.

Located within the NE1/4 SW1/4 & NW1/4 SE1/4, Section 22, T1N, R1W, S4M., Kenai Peninsula Borough, Alaska.
 Containing 7.153 Ac.

SEGESSER SURVEYS
 30485 Rosland St.
 Soldotna, AK 99609

JOB NO. 10084	DRAWN: 12-23-10
SURVEYED: Nov., 2010	SCALE: 1" = 100'
FIELD BOOK: 10-6	SHEET: 1 of 1



SURVEYOR'S CERTIFICATE

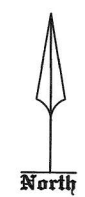
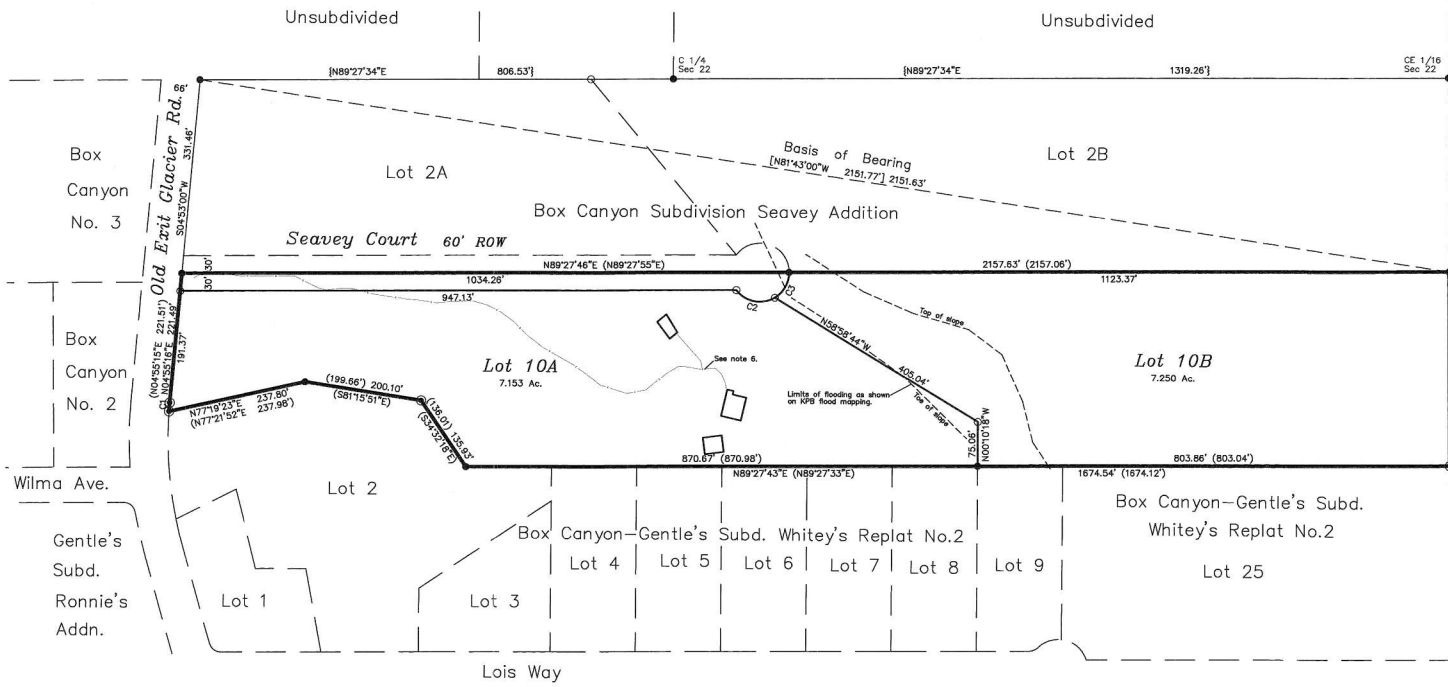
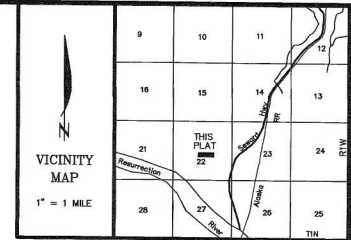
I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the monuments shown herein actually exist as described, and all dimensions and other details are correct.

Date 12-23-10

LEGEND:

- ⊙ 5/8" REBAR w/ALUM. CAP OF RECORD
- 5/8" REBAR w/ALUM. CAP (found this survey)
- 5/8" REBAR w/ PLASTIC CAP (set this survey)
- [] RECORD DATUM FROM PLAT 84-10, SRD.
- { } RECORD DATUM FROM PLAT 2008-24, SRD.
- () RECORD DATUM FROM PLAT 2007-8, SRD.

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	1°15'08"	673.92	14.73	7.36	14.73	S041°17'30"W
C2	8°24'13"	50.00	73.04	44.78	66.71	S78°15'14"E
C3	58°28'12"	50.00	51.87	28.54	49.57	N28°10'52"E



CERTIFICATE of OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION AND BY MY FREE CONSENT DEDICATE ALL RIGHTS-OF-WAY AND PUBLIC AREAS TO PUBLIC USE AND GRANT ALL EASEMENTS TO THE USE SHOWN.

Janine A. Seavey
 JANINE A. SEAVEY
 P.O. BOX 735
 STERLING, AK 99672

NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 28th DAY OF December, 2009
 FOR *Janine A. Seavey*

Patricia Hartley
 STATE OF ALASKA
 PATRICIA HARTLEY
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 3-7-13

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF OCTOBER 28, 2009.

KENAI PENINSULA BOROUGH
May Abbott
 AUTHORIZED OFFICIAL

NOTES:

- 1) Basis of bearing computed from Box Canyon Subdivision, Plat 84-10, Seward Recording District.
- 2) Building Setback-A setback of 20 feet is required from all street Rights-of-Way unless a lesser standard is approved by resolution by the appropriate Planning Commission.
- 3) All waste disposal systems shall comply with existing laws at the time of construction.
- 4) Roads must meet the design and construction standards established by the Borough in order to be considered for certification and inclusion in the Borough road maintenance program.
- 5) No access to state maintained rights-of-way permitted unless approved by the State of Alaska Department of Transportation.
- 6) Underground primary electric line is the centerline of a 20 foot wide utility easement. Underground service lines are the centerline of a 10 foot wide utility easement.
- 7) Development within this subdivision may be subject to the Administrative and/or enforceable policies of the KPB Coastal Zone Management Program.
- 8) This subdivision lies entirely within FIRM Zone C according to FIRM panel #202012-3255A, effective date May 19, 1981.
- 9) Some or all of the property shown on this plat has been designated by FEMA or the Kenai Peninsula Borough as a flood hazard area district as of the date this plat is filed with the district recorder's office. Prior to development, the Kenai Peninsula Borough floodplain administrator should be contacted for current information and regulations. Development must comply with Chapter 21.05 of the Kenai Peninsula Borough Code of Ordinances. A survey may be required to determine the elevation of the property prior to construction.
- 10) Front 10 feet of the 20 foot building setback and the entire setback within 5 feet of the side lot lines is a utility easement. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- 11) WASTEWATER DISPOSAL: These lots are at least 200,000 square feet or nominal 5 acres in size and conditions may not be suitable for onsite wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation.



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the monuments shown hereon actually exist as described, and all dimensions and other details are correct.

Date 12-10-09

2009 23

RECORDED
 SEWARD REC. DIST.
 DATE: Dec 20 2009
 TIME: 10:59 AM
 REQUESTED BY:
 SEGESSER SURVEYS
 30485 ROSLAND ST.
 SOLDOTNA, AK 99669

KPB FILE No. 2009-166

Box Canyon Subdivision Seavey Addition No. 2

A resubdivision of Lot 10 Box Canyon Subdivision Gentle's Whitey's Replat No. 2, Plat 2007-8, Seward Recording District.

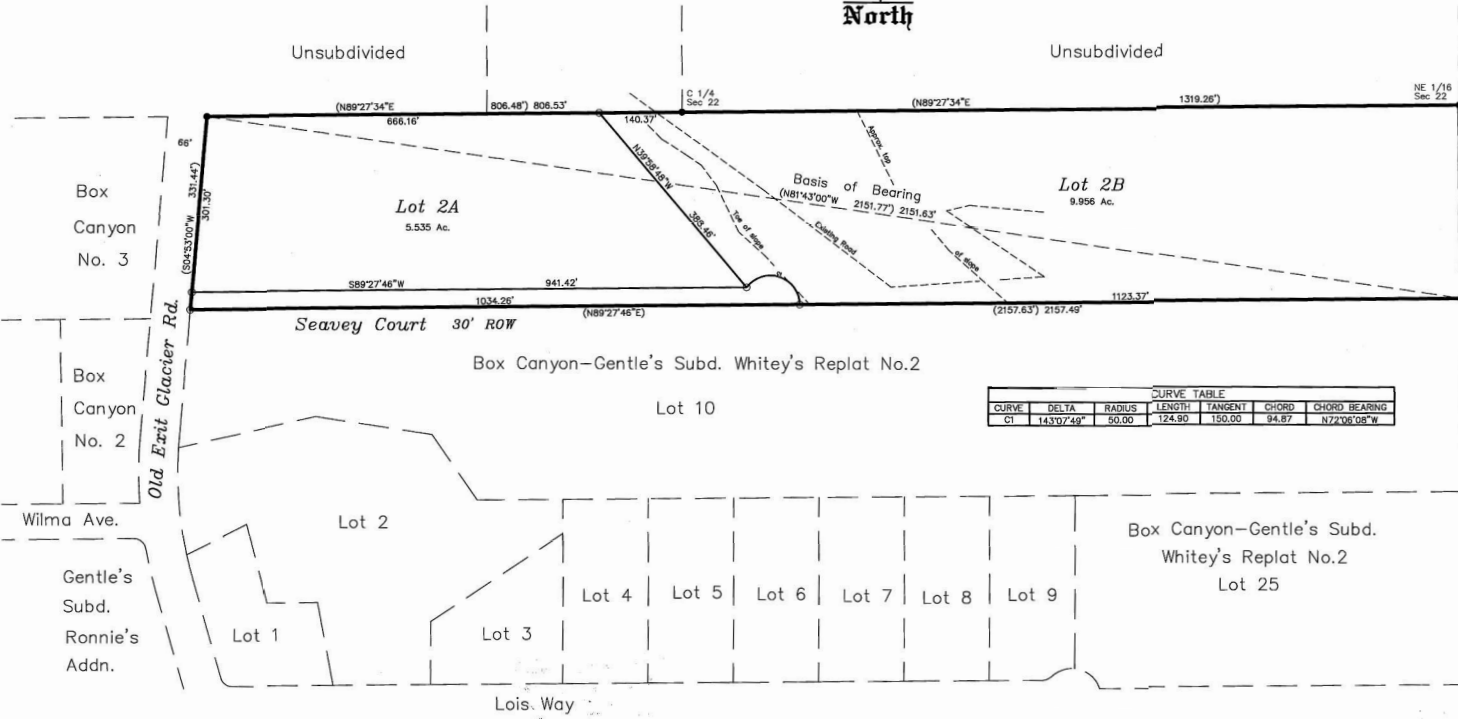
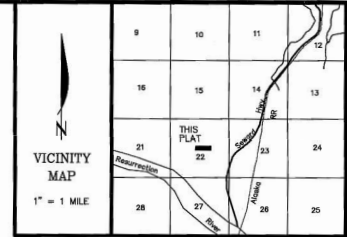
Located within the NE1/4 SW1/4 & NW1/4 SE1/4, Section 22, T1N, R1W, S3M, Kenai Peninsula Borough, Alaska. Containing 15.139 Ac.

SEGESSER SURVEYS
 30485 Rosland St.
 Soldotna, AK 99669

JOB NO.	09065	DRAWN:	12-09-09
SURVEYED:	Dec., 2009	SCALE:	1" = 100'
FIELD BOOK:	09-3	SHEET:	1 of 1

LEGEND:

- 5/8" REBAR w/ ALLUM. CAP (found this survey)
- 5/8" REBAR w/ PLASTIC CAP (set this survey)
- () RECORD DATUM



Clan Maxwell Estates
Tract 2

CERTIFICATE of OWNERSHIP and DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT 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.

Daniel B. Seavey
DANIEL B. SEAVEY
Shirley C. Seavey
SHIRLEY C. SEAVEY
P.O. BOX 923
SEWARD, AK 99664

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 17th DAY OF May, 2008
FOR Daniel B. Seavey

Daniel B. Seavey
NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES 8-25-2009

SMALL STATE
NOTARY PUBLIC
State of ALASKA
My Commission Expires
August 25, 2009

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 17th DAY OF May, 2008
FOR Shirley C. Seavey

Shirley C. Seavey
NOTARY PUBLIC FOR ALASKA
MY COMMISSION EXPIRES 8-25-2009

SMALL STATE
NOTARY PUBLIC
State of ALASKA
My Commission Expires
August 25, 2009

NOTES:

- 1) Basis of bearing computed from Box Canyon Subdivision, Plat 84-10, Seward Recording District.
- 2) Building Setback-A setback of 20 feet is required from all street Rights-of-Way unless a lesser standard is approved by resolution by the appropriate Planning Commission.
- 3) All waste disposal systems shall comply with existing laws at the time of construction.
- 4) Roads must meet the design and construction standards established by the Borough in order to be considered for certification and inclusion in the Borough road maintenance program.
- 5) Front 10 feet of the 20 foot building setback and the entire setback within 5 feet of the side lot lines is a utility easement. No permanent structure shall be constructed or placed within a utility easement which would interfere with the ability of a utility to use the easement.
- 6) WASTEWATER DISPOSAL: These lots are at least 200,000 square feet or nominal 5 acres in size and conditions may not be suitable for on-site wastewater treatment and disposal. Any wastewater treatment or disposal system must meet the regulatory requirements of the Alaska Department of Environmental Conservation.



SURVEYOR'S CERTIFICATE

I hereby certify that: I am properly registered and licensed to practice land surveying in the State of Alaska, this plat represents a survey made by me or under my direct supervision, the monuments shown hereon actually exist as described, and all dimensions and other details are correct.

Date 11-06-08

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF 11 JUNE, 2007.

KENAI PENINSULA BOROUGH

Max J. Beest
AUTHORIZED OFFICIAL

2008-24

RECORDED
SEWARD REC. DIST.
DATE Nov 6 2008
TIME: 2:16 P.M.

KPB FILE No. 2007-156

Box Canyon Subdivision Seavey Addition

A resubdivision of Lot 2 Box Canyon Subdivision, Plat 84-10, Seward Recording District.

Located within the NE1/4 SW1/4 & NW1/4 SE1/4, Section 22, T1N, R1W, S.M., Kenai Peninsula Borough, Alaska.

Containing 16,226 Ac.

SEGESSER SURVEYS
30485 Rosland St.
Soldotna, AK 99609

JOB NO.	06134	DRAWN:	12-10-07
SURVEYED:	May, 2007	SCALE:	1" = 100'
FIELD BOOK:	07-1	SHEET:	1 of 1



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

PETITION TO VACATE PLATTED RIGHT OF WAY / PLATTED PUBLIC EASEMENT / PLATTED PUBLIC AREA

PUBLIC HEARING REQUIRED

Upon receipt of complete application with fees and all required attachments, a public hearing before the Planning Commission will be scheduled. The petition with all required information and attachments must be in the Planning Department at least 30 days prior to the preferred hearing date. By State Statute and Borough Code, the public hearing must be scheduled within 60 days of receipt of complete application.

Initially, a sketch may be included with the vacation petition for review by the Planning Commission. After the Planning Commission takes action on the vacation, a Subdivision Plat must be prepared by a licensed land surveyor. The plat will be processed in accordance with KPB 20.10.080. Platting authority is vested in the Planning Director.

SUBMITTAL REQUIREMENTS

A platted right of way vacation (ROWV) application will be scheduled for the next available planning commission meeting after a complete application has been received.

- \$500 non-refundable fee to help defray costs of advertising public hearing. Plat fees will be in addition to the vacation fees.
- City Advisory Planning Commission. Copy of minutes at which this item was acted on, along with a copy of City Staff Report.
- Maximillian Court _____ platted public right of way proposed to be vacated was dedicated by the plat of Clan Maxwell Estates Avalon Heights Addition #2 Subdivision, filed as Plat No. 2009-6 in the Seward Recording District.
- 3 copies of the plat or map showing the platted right of way to be vacated. Must not exceed 11 x 17 inches in size. Area to be vacated must be clearly depicted. Proposed alternative public access to be shown and labeled on the sketch.
- REASON FOR VACATING The petitioner must attach a statement with reasonable justification for the vacation of the platted right of way / platted easement / platted public area.

Has the platted right of way been fully or partially constructed?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is the platted right of way used by vehicles / pedestrians / other?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is alternative right-of-way being provided?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Are there utility easements associated with the right of way to be vacated?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is the platted right of way and or associated utility easement in use by any utility company?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If so, which utility provider?				

LEGAL DESCRIPTION ADJOINING LAND:

Lot, Block, Subd. or street address Lot 13 Clan Maxwell Estates AValon Heights Addt No. 5 - SW2021-008	
Section, township, range Sec. 22, T1N, R1W	
City (if applicable)	General area Seward

The petition must be signed by owners of a majority of the land affected by the platted right of way proposed to be vacated. Each petitioner must include address and legal description of his/her property. Attach additional signature sheets if needed.

Submitted by:

Land Owner

Name (printed): Daniel Seavey	Signature
e-mail: danielseavey@hotmail.com	Address: PO Box 2906 Seward AK 99664
Owner of: Tanner Crab LLC 50%	

Land Owner:

Name (printed):	Signature
e-mail:	Address:
Owner of: Tanner Crab LLC 50%	

FOR OFFICE USE ONLY

RECEIVED BY _____

DATE SUBMITTED _____

KPB FILE # _____



Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

PETITION TO VACATE PLATTED RIGHT OF WAY / PLATTED PUBLIC EASEMENT / PLATTED PUBLIC AREA

PUBLIC HEARING REQUIRED

Upon receipt of complete application with fees and all required attachments, a public hearing before the Planning Commission will be scheduled. The petition with all required information and attachments must be in the Planning Department at least 30 days prior to the preferred hearing date. By State Statute and Borough Code, the public hearing must be scheduled within 60 days of receipt of complete application.

Initially, a sketch may be included with the vacation petition for review by the Planning Commission. After the Planning Commission takes action on the vacation, a Subdivision Plat must be prepared by a licensed land surveyor. The plat will be processed in accordance with KPBS 20.10.080. Platting authority is vested in the Planning Director.

SUBMITTAL REQUIREMENTS

A platted right of way vacation (ROWV) application will be scheduled for the next available planning commission meeting after a complete application has been received.

- \$500 non-refundable fee to help defray costs of advertising public hearing. Plat fees will be in addition to the vacation fees.
- City Advisory Planning Commission. Copy of minutes at which this item was acted on, along with a copy of City Staff Report.
- Maximilian Court _____ platted public right of way proposed to be vacated was dedicated by the plat of Clan Maxwell Estates Avalon Heights Addition #2 Subdivision, filed as Plat No. 2009-6 in the Seward Recording District.
- 3 copies of the plat or map showing the platted right of way to be vacated. Must not exceed 11 x 17 inches in size. Area to be vacated must be clearly depicted. Proposed alternative public access to be shown and labeled on the sketch.
- **REASON FOR VACATING** The petitioner must attach a statement with reasonable justification for the vacation of the platted right of way / platted easement / platted public area.

Has the platted right of way been fully or partially constructed?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is the platted right of way used by vehicles / pedestrians / other?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is alternative right-of-way being provided?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Are there utility easements associated with the right of way to be vacated?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is the platted right of way and or associated utility easement in use by any utility company?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If so, which utility provider?				

LEGAL DESCRIPTION ADJOINING LAND:

Lot, Block, Subd. or street address Lot 13 Clan Maxwell Estates AVALON Heights Addt No. 5 - SW2021-008	
Section, township, range <u>Sec. 22, T1N, R1W</u>	
City (if applicable)	General area <u>Seward</u>

The petition must be signed by owners of a majority of the land affected by the platted right of way proposed to be vacated. Each petitioner must include address and legal description of his/her property. Attach additional signature sheets if needed.

Submitted by:

Land Owner

Name (printed):	Signature
e-mail:	Address:
Owner of: Tanner Crab, LLC	

Land Owner:

Name (printed): Safia Seavey	Signature <i>Safia Seavey</i>
e-mail: safiaseavey@gmail.com	Address:
Owner of: Tanner Crab, LLC	31525 Seavey Ct Seward, AK 99664

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RECEIVED BY _____ DATE SUBMITTED _____ KPBS FILE # _____

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

TO: Ryan Tunseth, Assembly President
Members of the Borough Assembly

FROM: Peter A. Micciche, Borough Mayor *AM*

DATE: June 2, 2026

RE: Nikiski Advisory Planning Commission Application for Appointment

Per KPB 2.40.015, appointments to at-large districts of the Borough Planning Commission are recommended by the Borough Mayor, subject to confirmation by the Assembly. According to KPB 2.40.030(A), the applicant listed below has been verified as a qualified voter of the Borough and resident within the district to which she has applied.

I hereby submit to the Assembly my recommendation for confirmation of the following appointment to the Kenai Peninsula Borough Planning Commission:

Kaitlyn Jackson Seat C Term Expires 09/30/2027

Thank you.

Kenai Peninsula Borough

Office of the Borough Clerk

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor *AM*

THRU: Robert Ruffner, Planning Director
Michele Turner, Borough Clerk *(M.T.)*

FROM: Sue Ellen Essert, Deputy Borough Clerk *SEE*

DATE: June 2, 2026

RE: Nikiski Advisory Planning Commission Application for Appointment

The notice of vacancy for the Nikiski Advisory Planning Commission Seats was advertised on December 12, 2025, in the Borough Administration Building and KPB's website. A copy was also emailed to KPB Planners for posting in the APC community. The application period closed on January 12, 2026 and has remained open until filled.

In accordance with KPB 21.02.060, the applicant listed below has been verified as:

- 1.) resident within the commission boundaries in which she is applying, and
- 2.) registered voter within the precinct covered by the commission boundaries unless otherwise noted.

The following application is being submitted for your consideration.

NIKISKI ADVISORY PLANNING COMMISSION

Kaitlyn Jackson

Seat C

Thank you.

Kenai Peninsula Borough Planning Department

Advisory Planning Commission Application Submitted 2026-05-19 22:53:45

APC/Seat: Nikiski, Seat C (Term Expires 09/30/2027)

Name Kaitlyn Jackson	Mobile Phone 9076900897
Home Phone	Work Phone
Email kjacksonak5@gmail.com	Date of Birth [REDACTED]
SSN [REDACTED]	Voter #
Residence Address	Mailing Address 50605 Littmitz kenai, Alaska 99611
How long have you lived in the area served by this Advisory Planning Commission? 8 years	What knowledge, experience, or expertise will you bring to this board? give me the answer to this it is for the kenai borough planning commision seat c in nikiski What knowledge, experience, or expertise will you bring to this board?

Kenai Peninsula Borough Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

THRU: John Hedges, Purchasing & Contracting Director *JH*

FROM: Carmen Vick, Maintenance Foreman *CV*

DATE: May 21, 2026


RE: **Corrected** - Authorization to Award a Contract for ITB26-029 Boiler Replacement Skyview Middle School

The Maintenance Department formally solicited and received bids for the ITB26-029 Boiler Replacement Skyview Middle School. Bid packets were released on April 7, 2026 and the Invitation to Bid was advertised on Bid Express from April 7 – 30, 2026.

The project consists of providing all labor, materials and equipment to procure, remove and replace boilers, DHW, pumps, controls and related equipment per contract documents.

On the due date of April 30, 2026, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$1,173,000.00 was submitted by Norcoast Mechanical, Anchorage, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 400-71180-SKYBO-43780.



Peter A. Micciche, Borough Mayor

5/29/2026

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	400-71180-SKYBO-43780
Amount:	\$1,173,000.00
By: <i>CV JH</i>	Date: 5/22/2026

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB26-029 Boiler Replacement Skyview Middle School

CONTRACTOR	LOCATION	BASE BID
Norcoast Mechanical	Anchorage, Alaska	\$1,549,000.00

DUE DATE: April 30, 2026

KPB OFFICIAL:  John Hedges, Purchasing & Contracting Director