

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

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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.