

Kenai Peninsula Borough

144 North Binkley Street

Soldotna, AK 99669



Meeting Agenda

Tuesday, August 5, 2025

6:00 PM

Meeting ID: 835 6358 3837 Passcode: 606672

**The Porcupine Theater
106 W. Pioneer Avenue, Homer, Alaska**

Assembly

Peter Ribbens, President

Kelly Cooper, Vice President

James Baisden

Tyson Cox

Willy Dunne

Cindy Ecklund

Brent Johnson

Leslie Morton

Ryan Tunseth

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-7067: July 8, 2025 Regular Assembly Meeting Minutes

Resolution 2025-031: Joint Funding Agreement with the U.S. Department of the Interior, U.S. Geological Survey to Cooperatively Maintain the Stream River Gages and Gaging Stations

Resolution 2025-032: Standardization Policy for KPB-Owned Webpage Content Update Services

Ordinance 2025-19-03: Appropriating Funds from the General Fund for Election Publication Costs Related to Publishing Citizen Initiative Ordinances

Ordinance 2025-19-04: Appropriating Funds from the School Capital Project Fund for the Seward High School Flooring Replacement Project

Ordinance 2024-19-41: Recording FY2025 Expenditures Paid by the State of Alaska Toward the KPB's Unfunded PERS Liability

Ordinance 2025-19-06: 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

Ordinance 2025-19-07: Deobligating Funds Previously Appropriated for In-Kind School Maintenance and Appropriating the Funds to the School Fund for School Operations

KPB-7068: Approving a Petition to Vacate the Entire Herbert Way Right-of-Way and Associated Utility Easements in the Sterling Area

KPB-7078: Confirming Nick Kemp as Maintenance Director

KPB-7081: Confirming Appointments to the Planning Commission

ACTION ITEM ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:

Ordinance 2025-19-02: Appropriating Funds for 911 Capital Replacement of Storage Array at Soldotna Public Safety Communication Center

APPROVAL OF MINUTES

- *1. [KPB-7067](#) July 8, 2025 Regular Assembly Meeting Minutes

Attachments: [July 8, 2025 Regular Assembly Meeting Minutes](#)

COMMENDING RESOLUTIONS AND PROCLAMATIONS

PRESENTATIONS WITH PRIOR NOTICE

(20 minutes total)

1. [KPB-7121](#) South Peninsula Hospital Quarterly Report, Ryan Smith, Chief Executive Officer (10 Minutes)

Attachments: [Quarterly Presentation](#)

2. [KPB-7122](#) Current Projects Update, Kachemak Bay National Estuarine Research Reserve, Katherine Schake, Reserve Manager (10 Minutes)

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

(3 minutes per speaker; 20 minutes aggregate)

MAYOR'S REPORT

[KPB-7099](#) Mayor's Report Cover Memo

Attachments: [Mayor's Report Cover Memo](#)

1. Assembly Requests/Responses - None

2. Agreements and Contracts

- a. [KPB-7100](#) Authorization to Award Contract ITB25-042 Fire Alarm Inspections FY26

Attachments: [Authorization to Award Contract ITB25-042 Fire Alarm Inspections FY26 07.03.1](#)

- b. [KPB-7101](#) Authorization to Award Contract ITB25-043 Summer & Winter Road Maintenance East Region Unit 3A

Attachments: [KPB 7101 - Authorization to Award Contract ITB25-043 Summer & Winter Road](#)

- c. [KPB-7102](#) Authorization to Award Contract ITB25-053 Gravel Road Projects FY26 Central Region

Attachments: [Authorization to Award Contract ITB25-053 Gravel Road Projects FY26 Central](#)

- d. [KPB-7103](#) Authorization to Award Contract ITB25-054 Gravel Road Projects FY26 North Region Unit 3

Attachments: [Authorization to Award Contract ITB25-054 Gravel Road Projects FY26 N3 07.1](#)

- e. [KPB-7104](#) Authorization to Award Contract ITB25-055 Gravel Road Projects FY26 South Region Units 3 & 4
Attachments: [Authorization to Award Contract ITB25-055 Gravel Road Projects FY26 S3&4 0](#)
- f. [KPB-7105](#) Authorization to Award Contract ITB25-056 Gravel Road Projects FY26 West Region Unit 2
Attachments: [Authorization to Award Contract ITB25-056 Gravel Road Projects FY26 W2 07.](#)
- g. [KPB-7106](#) Authorization to Award Contract ITB25-062 Seward High School Bus Parking Improvements
Attachments: [Authorization to Award Contract ITB25-062 Seward High School Bus Parking Im](#)
- h. [KPB-7107](#) Authorization to Award Contract ITB25-064 Brushing Vegetation Control - North Region
Attachments: [Authorization to Award Contract ITB25-064 Brushing Vegetation Control - North](#)
- i. [KPB-7108](#) Authorization to Award Contract ITB25-065 Brushing Vegetation Control - South Region
Attachments: [Authorization to Award Contract ITB25-065 Brushing Vegetation Control - South](#)
- j. [KPB-7109](#) Authorization to Award Contract ITB25-066 Brushing Vegetation Control - East Region
Attachments: [Authorization to Award Contract ITB25-066 Brushing Vegetation Control - East I](#)
- k. [KPB-7110](#) Authorization to Award Contract ITB25-067 Brushing Vegetation Control - West Region
Attachments: [Authorization to Award Contract ITB25-067 Brushing Vegetation Control - West](#)
- l. [KPB-7111](#) Authorization to Award Contract ITB25-068 Brushing Vegetation Control - Central Region
Attachments: [Authorization to Award Contract ITB25-068 Brushing Vegetation Control - Centr](#)
- m. [KPB-7112](#) Authorization to Award Contract ITB25-070 Gravel Road Projects FY26 South Region Unit 7
Attachments: [Authorization to Award Contract ITB25-070 Gravel Road Projects FY26 S7 07.0](#)
- n. [KPB-7113](#) Authorization to Award Contract ITB25-074 Gravel Road Projects FY26 West Region Unit 7
Attachments: [Authorization to Award Contract ITB25-074 Gravel Road Projects FY26 W7 07.](#)

- o. [KPB-7114](#) Authorization to Award Contract ITB25-075 Gravel Road Projects FY26 East Region Unit 3
Attachments: [Authorization to Award Contract ITB25-075 Gravel Road Projects FY26 E3 07.0](#)
- p. [KPB-7115](#) Authorization to Award Contract ITB25-076 Summer & Winter Road Maintenance East Region Unit 3B
Attachments: [Authorization to Award Contract ITB25-076 Summer & Winter Road Maintenance](#)
- q. [KPB-7116](#) Authorization to Award Contract ITB25-078 Gravel Road Projects FY26 West Region Unit 7 - KB Drive, Bye Way, Sonder Street
Attachments: [Authorization to Award Contract ITB25-078 Gravel Road Projects FY26 W7 - KB](#)
- r. [KPB-7117](#) Authorization to Award Contract RFP25-027 Municipal Government Services & Tourism-Economic Development Public Relations Campaign
Attachments: [Authorization to Award Contract RFP25-027 Municipal Government Services &](#)
- s. [KPB-7118](#) Authorization to Award Contract Sole Source NeoGov FY26
Attachments: [Authorization to Award Contract Sole Source NeoGov FY26 06.30.25](#)
3. Other
- a. [KPB-7119](#) Budget Revisions – June 2025
Attachments: [Budget Revisions - June 2025](#)
- b. [KPB-7120](#) Revenue-Expenditure Report – June 2025
Attachments: [Revenue-Expenditure Report - June 2025](#)

ITEMS NOT COMPLETED FROM PRIOR AGENDA

UNFINISHED BUSINESS

1. Postponed Items

Unfinished Business referred to Policies and Procedures Committee

- a. [2025-030](#) A Resolution Establishing a Seasonal Tax Working Group to Evaluate the Balance Between Positive and Negative Seasonal Tax-Related Impacts on Kenai Peninsula Borough Residents and Businesses (Cox) [Postponed on 07/08/25]

Attachments:

[Resolution 2025-030](#)
[Memo](#)
[COX Comparison Spreadsheet](#)
[COX Draft Lodging Tax Ordinance](#)
[2024 Lodging Tax Fiscal Note R2024-29](#)
[Tourism Industry Working Group Final Report](#)

PUBLIC HEARINGS ON ORDINANCES

(Testimony limited to 3 minutes per speaker)

Ordinances referred to Finance Committee

1. [2025-19-02](#) An Ordinance Appropriating Funds for 911 Capital Replacement of Storage Array at Soldotna Public Safety Communication Center (Mayor)

Attachments:

[Ordinance 2025-19-02](#)
[Memo](#)

2. [2025-14](#) An Ordinance Amending KPB 5.18.430 to Annually Adjust the Sales Tax Cap for Inflation (Johnson)

Attachments:

[Ordinance 2025-14](#)
[Johnson Amendment](#)
[Memo](#)
[Fiscal Note](#)
[Reference Copy O9a](#)
[eComment 070825](#)

3. [2025-15](#) An Ordinance Amending KPB 5.18.100 to Levy a Seasonal Sales Tax Rate, Resulting in a Net-Neutral Change for Residents, Subject to Voter Approval (Cooper, Mayor)

Attachments:

[Ordinance 2025-15](#)
[Memo](#)
[Fiscal Note](#)
[Tourism Industry Working Group Final Report](#)
[Public Comment 080525](#)

4. [2025-16](#) An Ordinance Amending KPB 5.18.115 to Increase the Residential Property Tax Exemption from \$50,000 to \$75,000 Subject to Voter Approval (Baisden, Mayor)

Attachments: [Ordinance 2025-16](#)
 [Baisden Amendment](#)
 [Memo](#)
 [Fiscal Note](#)

Ordinances referred to Policies and Procedures Committee

5. [2025-17](#) An Ordinance Establishing the Ninilchik Recreational Service Area Upon Voter Approval (Johnson)

Attachments: [Ordinance 2025-17](#)
 [Memo](#)
 [Assembly Special Committee Community Meeting Summary 071725](#)
 [Ninilchik Recreational Service Proposed Boundary](#)
 [Mayor's Report](#)
 [Revenue Summary](#)
 [Expenditure Summary](#)
 [Public Comments 080525](#)

NEW BUSINESS

1. Resolutions

Resolutions referred to Finance Committee

- *a. [2025-031](#) A Resolution Authorizing the Mayor to Execute a Joint Funding Agreement with the U.S. Department of the Interior, U.S. Geological Survey to Cooperatively Maintain the Stream River Gages and Gaging Stations (Mayor)

Attachments: [Resolution 2025-031](#)
 [Memo](#)
 [Joint Funding Agreement Draft](#)
 [Letter 060525](#)

Resolutions referred to Policies and Procedures Committee

- *b. [2025-032](#) A Resolution Authorizing a Standardization Policy for KPB-Owned Webpage Content Update Services (Mayor)

Attachments: [Resolution 2025-032](#)
[Memo](#)

2. Ordinances for Introduction

Ordinances for Introduction and referred to Finance Committee

- *a. [2025-19-03](#) An Ordinance Appropriating Funds from the General Fund for Election Publication Costs Related to Publishing Citizen Initiative Ordinances (Ribbens at the Request of the Borough Clerk) (Hearing on 08/19/25)

Attachments: [Ordinance 2025-19-03](#)
[Memo](#)

- *b. [2025-19-04](#) An Ordinance Appropriating Funds from the School Capital Project Fund for the Seward High School Flooring Replacement Project (Mayor) (Hearing on 08/19/25)

Attachments: [Ordinance 2025-19-04](#)
[Memo](#)

- *c. [2024-19-41](#) An Ordinance Recording FY2025 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough Toward the KPB's Unfunded PERS Liability (Mayor) (Hearing on 08/19/25)

Attachments: [Ordinance 2024-19-41](#)
[Memo](#)

- *d. [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 (Mayor) (Hearing on 08/19/25)

Attachments: [Ordinance 2025-19-06](#)
[Memo](#)
[Acquisitions Map](#)
[Purchase Agreement - Walls et al](#)
[Purchase Agreement - Lazy Bulldogs LLC](#)
[Purchase Agreement - Pacific Premier Trust](#)
[Purchase Agreement - Westwing LLC](#)

- *e. [2025-19-07](#) An Ordinance Deobligating Funds Previously Appropriated for In-Kind School Maintenance as Part of the Maximum Allowable Local Contribution for Schools and Appropriating the Funds to the School Fund for School Operations (Dunne, Johnson) (Hearing on 08/19/25)

Attachments: [Ordinance 2025-19-07](#)
[Memo](#)

3. Other

Other items referred to Lands Committee

- *a. [KPB-7068](#) Approving a Petition to Vacate the Entire Herbert Way Right-of-Way and Associated Utility Easements Located North and Adjacent to Lots 9 & 10, Steadman Subdivision Jessica Addition, Plat KN 2005-73 and South of and Adjacent to Lot 6, Lake View Terrance #3 Phase 3, Plat KN 1998-47, in the Sterling Area. Proposed Vacation is Approximately 22,515 square feet (Mayor)

[Clerk's Note: At its regular meeting of July 14, 2025, the Planning Commission unanimously approved the referenced petition to vacate.]

Attachments: [Memo ROWV Steadman Subdivision Jessica Addition](#)

Other items referred to Policies and Procedures Committee

- *b. [KPB-7078](#) Confirming Nick Kemp as Maintenance Director (Mayor)

Attachments: [Confirming Nick Kemp as Maintenance Director](#)

- *c. [KPB-7081](#) Confirming Appointments to the Planning Commission (Mayor)

Diane Fikes, City of Kenai Seat, Term Expires 07/31/2028
Franco Venuti, City of Homer Seat, Term Expires 07/31/2027

Attachments: [Appointments to Planning Commission](#)

- d. [KPB-7093](#) Approving the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. 1: Citizen Initiative: Hand Count In Person Paper Ballots for Borough Elections (Borough Clerk)

Attachments: [Memo](#)
[Proposition Summary](#)

- e. [KPB-7094](#) Approving the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. ____: Ordinance 2025-17: Establishing the Ninilchik Recreational Service Area (Borough Clerk)
- Attachments: [Memo](#)
[Proposition Summary](#)
- f. [KPB-7095](#) Approving the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. ____: Ordinance 2025-16: Residential Property Tax Exemption Change (Borough Clerk)
- Attachments: [Memo](#)
[Proposition Summary](#)
- g. [KPB-7097](#) Approving the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. ____: Ordinance 2025-15: Seasonal Sales Tax Rate Change (Borough Clerk)
- Attachments: [Memo](#)
[Proposition Summary](#)
- h. [KPB-7098](#) Approving the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. ____: Ordinance 2025-14: Annually Adjust the Sales Tax Cap for Inflation (Borough Clerk)
- Attachments: [Memo](#)
[Proposition Summary](#)

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. August 19, 2025 6:00 PM
Regular Assembly Meeting
Betty J. Glick Assembly Chambers
Borough Administration Building
Remote participation available through Zoom
Meeting ID: 835 6358 3837 Passcode: 606672

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 Porcupine Theater, 106 W. Pioneer Avenue, Homer, 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: 835 6358 3837 Passcode: 606672. 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

Peter Ribbens, President
Kelly Cooper, Vice President
James Baisden
Tyson Cox
Willy Dunne
Cindy Ecklund
Brent Johnson
Leslie Morton
Ryan Tunseth

Tuesday, July 8, 2025

6:00 PM

Betty J. Glick Assembly Chambers
Meeting ID: 835 6358 3837 Passcode: 606672
[https://yourkpb.zoom.us/j/83563583837?](https://yourkpb.zoom.us/j/83563583837?pwd=eTO4Um9ao1JJGaVtBJG86PXlsuNvm.1)
[pwd=eTO4Um9ao1JJGaVtBJG86PXlsuNvm.1](https://yourkpb.zoom.us/j/83563583837?pwd=eTO4Um9ao1JJGaVtBJG86PXlsuNvm.1)

Meeting ID: 835 6358 3837 Passcode: 606672

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

The invocation was given by Tim Weekley, Chaplain for Central Emergency Services.

ROLL CALL

Present: 9 - Brent Johnson, Tyson Cox, Ryan Tunseth, Vice President Kelly Cooper, President Peter Ribbens, Cindy Ecklund, James Baisden, Willy Dunne, and Leslie Morton

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 Tunseth stated the Finance Committee met and discussed its agenda items.

[9 Present: Baisden, Cooper, Cox, Dunne, Ecklund, Johnson, Morton, Tunseth, Ribbens]

Assembly Member Cox stated the Policies and Procedures Committee met and

discussed its agenda items.

[9 Present: Baisden, Cooper, Cox, Dunne, Ecklund, Johnson, Morton, Tunseth, Ribbens]

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 and ordinances on the consent agenda.

[KPB-7021](#) June 17, 2025 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:

[2025-13](#) An Ordinance Directing Previously Appropriated Grant Funding from the State of Alaska in the Amount of \$30,958.82 and Approving Projects to be Completed for Community Purposes Under the 2024/2025 Community Assistance Program (Mayor)
This Ordinance was enacted.

NEW BUSINESS

[2025-029](#) A Resolution Accepting the Resignation of Assembly Member James Baisden and Declaring a Vacancy on the Assembly (Ribbens, Cooper) (Referred to Policies & Procedures Committee)
This Resolution was adopted.

[2025-19-02](#) An Ordinance Appropriating Funds for 911 Capital Replacement of Storage Array at Soldotna Public Safety Communication Center (Mayor) (Hearing on 08/05/2025)
This Budget Ordinance was introduced and set for public hearing.

[2025-14](#) An Ordinance Amending KPB 5.18.430 to Annually Adjust the Sales Tax Cap for Inflation (Johnson) (Hearing on 08/05/25)
This Ordinance was introduced and set for public hearing.

[2025-16](#) An Ordinance Amending KPB 5.18.115 to Increase the Residential Property Tax Exemption from \$50,000 to \$75,000 Subject to Voter

Approval (Baisden, Mayor) (Hearing on 08/05/25)

This Ordinance was introduced and set for public hearing.

[KPB-7026](#) Confirming an Appointment to the South Kenai Peninsula Hospital Service Area Board (Mayor)

Erin Workman, Seat D, Term Expires 10/2026

approved

[KPB-7029](#) Confirming an Appointment to the Kachemak Emergency Service Area Board (Mayor)

Jeff Serio, Seat B, Term Expires 10/2027

approved

[KPB-7027](#) Confirming an Appointment to the Resilience and Security Advisory Commission (Mayor)

Peter Crimp, Northwest Borough Seat, Term Expires 09/30/2026

approved

[KPB-7028](#) Confirming an Appointment to the Planning Commission (Mayor)

Dawson Slaughter, South Peninsula Seat, Term Expires 07/31/2028

Virginia Morgan, Cooper Landing/Hope/Eastern Peninsula Seat, Term Expires 07/31/2028

approved

Approval of the Agenda and Consent Agenda

President Ribbens called for public comment with none being offered.

The motion to approve the approve the Agenda and Consent Agenda as amended carried by the following vote:

Yes: 9 - Johnson, Cox, Tunseth, Cooper, Ribbens, Ecklund, Baisden, Dunne, and Morton

PRESENTATIONS WITH PRIOR NOTICE

[KPB-7022](#) Central Peninsula General Hospital Quarterly Report, Shaun Keef, Chief Executive Officer (10 Minutes)

[Clerk's Note: Shaun Keef, Chief Executive Officer, presented an update to the Assembly.]

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Ribbens called for public comment.

Tim Dillon, CARTS Chair, addressed the Assembly regarding transportation funding.

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

MAYOR'S REPORT

[KPB-7030](#) Mayor's Report Cover Memo

1. Assembly Requests/Responses - None
2. Agreements and Contracts
 - a. [KPB-7031](#) Authorization to Award a Contract for ITB25-052 Bulk Fuel Supply
 - b. [KPB-7032](#) Authorization to Award a Contract for ITB25-071 Pest Control
 - c. [KPB-7033](#) Authorization to Award a Contract for ITB25-072 CES Station #4 (K-Beach) Septic Replacement
 - d. [KPB-7034](#) Authorization to Award a Contract for ITB25-077 Bear Creek Community Multi-Use Facility Parking Lot Paving
 - e. [KPB-7035](#) Authorization to Award a Contract for RFP25-004 NPRSA Remodel
 - f. [KPB-7036](#) Authorization to Award a Contract for RFP25-016 Janitorial Services Poppy Lane, OEM & River Center
 - g. [KPB-7037](#) Authorization to Award a Contract for RFP25-024 Skyview Middle School & Nikiski High School Boiler Replacement
- [2025-19-01](#) An Ordinance Appropriating Funds for Utilities, Maintenance, and Insurance Costs of the Sterling Elementary and Nikolaevsk School Surplus Property for Fiscal Year 2026 (Mayor)

(Morton) Substitute An Ordinance Appropriating Funds for Utilities, Maintenance, and Insurance Costs of the Nikolaevsk School Surplus Property for Fiscal Year 2026 (Morton)
3. Other

- a. [KPB-7038](#) Budget Revisions – May 2025
- b. [KPB-7039](#) Revenue-Expenditure Report – May 2025
- c. [KPB-7040](#) Tax Adjustment Request Approval – June 9, 2025

ITEMS NOT COMPLETED FROM PRIOR AGENDA

PUBLIC HEARINGS ON ORDINANCES

[2025-19-01](#) An Ordinance Appropriating Funds for Utilities, Maintenance, and Insurance Costs of the Sterling Elementary and Nikolaevsk School Surplus Property for Fiscal Year 2026 (Mayor)

(Morton) Substitute An Ordinance Appropriating Funds for Utilities, Maintenance, and Insurance Costs of the Nikolaevsk School Surplus Property for Fiscal Year 2026 (Morton)

Tunseth moved to enact Ordinance 2025-19-01.

President Ribbens called for public comment on both the original ordinance and the substitute with none being offered.

Morton moved to amend Ordinance 2025-19-01 by substitute.

The motion to amend Ordinance 2025-19-01 by substitute carried by the following vote:

Yes: 9 - Johnson, Cox, Tunseth, Cooper, Ribbens, Ecklund, Baisden, Dunne, and Morton

The motion to enact Ordinance 2025-19-01 as amended carried by the following vote:

Yes: 9 - Johnson, Cox, Tunseth, Cooper, Ribbens, Ecklund, Baisden, Dunne, and Morton

[2025-11](#) An Ordinance Amending KPB 2.56.007 to Adopt the 2025 Kenai Peninsula Borough Safe Streets and Roads for All Comprehensive Safety Action Plan as an Element of the 2019 Kenai Peninsula Borough Comprehensive Plan (Mayor)

[Clerk's Note: Comprehensive Safety Action Plan Presentation, Robert Ruffner, Planning Director (20 minutes) at Policies and Procedures Committee Meeting Only]

Cox moved to enact Ordinance 2025-11.

President Ribbens called for public comment with none being offered.

The motion to enact Ordinance 2025-11 carried by the following vote:

Yes: 9 - Johnson, Cox, Tunseth, Cooper, Ribbens, Ecklund, Baisden, Dunne, and Morton

2025-12

An Ordinance Amending KPB 21.18.081 to Clarify the Requirements for Conditional Use Permits and Amending KPB 21.18.140 to Define “Water-Dependent” (Mayor)

Cox moved to enact Ordinance 2025-12.

President Ribbens called for public comment with none being offered.

Cox moved to amend Ordinance 2025-12 as follows:

Add a new Section 2 to read, “That KPB 21.18.071 is hereby amended as follows:
21.18.071. Staff permits.

A. An application for a permit shall be made and a permit issued before commencement of certain activities, uses, and structures set forth in this section if they do not result in significant erosion, sedimentation, damage to the habitat protection district, an increase in ground or surface water pollution, and damage to the riparian wetlands and riparian ecosystems. Property owners are encouraged to contact the Kenai River Center staff to determine if these impacts are likely to occur before starting the project. An application for a permit shall be made to the Kenai Peninsula Borough planning department central office or at the river center. Upon determination that the submitted information of record supporting the permit application meets the requirements of this section, staff shall issue a permit for the following activities, uses, and structures in the habitat protection district:

...

5. Within the habitat protection district adjacent to a lake, impervious coverage is allowed up to 10% of the habitat protection district, not to exceed a total of 500 square feet, provided that within 10’ of the shoreline, no more than 25% of native vegetation is removed.

Allowable uses include structures for temporary use such as gazebos, barbecues, walkways, fire pits, decks and saunas, and permanent structures such as fences.

Mitigation measures shall be provided to help offset the loss of vegetation. Mitigation measures include, but are not limited to, reserving uplands for native vegetation, or other measures which compensate by reserving equivalent footage of riparian area vegetation..."

and

Amend the new Section 3 at KPB 21.18.081(B)(2)(b) to read,
"21.18.081. Conditional use permit.

...

b. At least twenty (20) feet of the fence nearest to the waterbody will be seasonally removed to facilitate wildlife crossings and the unobstructed flow of flood waters
More of the fence may be required to be seasonally removed if the Planning Commission finds it is necessary to facilitate these standards.

...

and at KPB 21.18.081(D)(4) to read,

"...

4. The proposed use or structure is water-dependent, except for fences and signs, as such uses are expressly allowed by KPB 21.18.081(B)(2) and (3), respectively
...”

The motion to amend Ordinance 2025-12 carried by the following vote:

Yes: 9 - Johnson, Cox, Tunseth, Cooper, Ribbens, Ecklund, Baisden, Dunne, and Morton

The motion to enact Ordinance 2025-12 as amended carried by the following vote:

Yes: 9 - Johnson, Cox, Tunseth, Cooper, Ribbens, Ecklund, Baisden, Dunne, and Morton

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

[2025-030](#)

A Resolution Establishing a Seasonal Tax Working Group to Evaluate the Balance Between Positive and Negative Seasonal Tax-Related Impacts on Kenai Peninsula Borough Residents and Businesses (Cox) (Referred to Policies and Procedures Committee)

Cox moved to adopt Resolution 2025-030.

President Ribbens called for public comment:

Heidi Geagel, Seldovia, spoke in support of Resolution 2025-030.

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

Assembly Member Cooper spoke in opposition to Resolution 2025-030.

Assembly Member Ecklund spoke in support of Resolution 2025-030.

Johnson moved to postpone Resolution 2025-030 to August 5, 2025 and place before public hearings on the August 5, 2025 agenda.

The motion to postpone Resolution 2025-030 to August 5, 2025 and place before public hearings on the August 5, 2025 agenda, carried by the following vote:

Yes: 5 - Johnson, Cox, Ecklund, Dunne, and Morton

No: 4 - Tunseth, Cooper, Ribbens, and Baisden

2. Ordinances for Introduction

[2025-15](#)

An Ordinance Amending KPB 5.18.100 to Levy a Seasonal Sales Tax Rate, Resulting in a Net-Neutral Change for Residents, Subject to Voter Approval (Cooper, Mayor) (Hearing on 08/05/25)

Tunseth moved to introduce Ordinance 2025-15 and set for public hearing on August 5, 2025.

President Ribbens called for public comment with none being offered.

Assembly Members Cox and Dunne spoke in support of introduction.

The motion to introduce Ordinance 2025-15 and set for public hearing on August 5, 2025, carried by the following vote:

Yes: 9 - Johnson, Cox, Tunseth, Cooper, Ribbens, Ecklund, Baisden, Dunne, and Morton

2025-17

An Ordinance Establishing the Ninilchik Recreational Service Area Upon Voter Approval (Johnson) (Hearing on 08/05/25)

Cox moved to introduce Ordinance 2025-17 and set for community meeting on July 17, 2025, and public hearing on August 5, 2025.

President Ribbens called for public comment:

Debbie Cary, Ninilchik, spoke in support of Ordinance 2025-17.

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

Assembly Members Johnson and Ecklund spoke in support of Ordinance 2025-17.

The motion to introduce Ordinance 2025-17 and set for community meeting on July 17, 2025 and public hearing on August 5, 2025, carried by the following vote:

Yes: 9 - Johnson, Cox, Tunseth, Cooper, Ribbens, Ecklund, Baisden, Dunne, and Morton

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Ribbens called for public comment.

Duane Bannock, Kenai, spoke in support of Ordinance 2025-15.

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

ASSEMBLY COMMENTS

Assembly Member Dunne congratulated the newly appointed members to the borough boards and commission, expressing appreciation for their hard work.

Assembly Member Tunseth thanked the City of Kenai for organizing an outstanding 4th of July parade.

Assembly Member Baisden shared his positive experience spending the day with "HAVE ALASKA" (Helping American Veterans Experience Alaska).

Assembly Member Johnson commented on local commercial fishing activity and

expressed anticipation for the upcoming Assembly meeting in Homer at the Porcupine Theater.

Assembly Member Morton enjoyed the City of Kenai parade and invited the public to attend the Funny River Community Festival on July 11 - 12, 2025

Assembly Member Cox encouraged participation in the City of Soldotna's *I Voted Sticker Contest* and provided additional information regarding the CARTS transportation program.

Assembly Member Ecklund thanked the City of Seward and Seward Chamber of Commerce for a safe and enjoyable 4th of July celebration.

Assembly Member Cooper expressed enthusiasm for the next Assembly meeting in Homer on August 5, 2025 and wished everyone safe travels.

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. August 5, 2025 6:00 PM
Regular Assembly Meeting
The Porcupine Theater
106 W. Pioneer Avenue, Homer
Remote participation available through Zoom
Meeting ID: 835 6358 3837 Passcode: 606672

ADJOURNMENT

With no further business to come before the assembly, President Ribbens adjourned the meeting at 8:18p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of July 8, 2025.

Michele Turner, CMC, Borough Clerk

Approved by the Assembly: _____

South Peninsula Hospital Report

Prepared for

Kenai Peninsula Borough Assembly

August 5, 2025

*South Peninsula Hospital is the healthcare provider of choice,
with a dynamic and dedicated team committed to service excellence.*

SOUTH PENINSULA HOSPITAL OWNERSHIP AND GOVERNANCE

KENAI PENINSULA BOROUGH

South Kenai Peninsula Hospital Service Area Board

Helen Armstrong (President), Kathryn Ault, Ralph Broshe, Amber Cabana, Tim Daugharty, Lynda Reed, Francie Roberts, Tamara Fletcher, Erin Workman

[Ordinance 69-4](#)
[Ordinance 73-33](#)
[Ordinance 2007-28](#)

Advisory to Mayor & Assembly

Service Area Budget approval

SPH Service Area budget proposal

President



Peter Ribbens

VP



Kelly Cooper



Tyson Cox



Ryan Tunseth



Cindy Ecklund



Leslie Morton



James Baisden



Brent Johnson



Willy Dunne

Kenai Peninsula Borough Assembly

Lands Committee • Finance Committee

Resolutions
Ordinances
Proposals

Borough Mayor's Office

Borough Mayor

Peter Micciche

Departments

Finance • Purchasing • Capital Projects



City of Homer

Homer City Mayor

Rachel Lord

City Council

Donna Aderhold, Shelly Erickson, Storm Hansen-Cavasos, Caroline Venuti, Jason Davis, Bradley Parsons

SPH Foundation, Inc.

Board of Trustees

Dr. Rob Downey (Chair), Holly Dramis, Dotti Harness-Foster, Amy Landess, Tiffany Park

[SPHFI Articles of Incorporation](#)

Operating Agreement

Contract Administrator

Land Lease

South Peninsula Hospital, Inc.

President



Aaron Weissner

Vice President



Preston Simmons

Secretary



Beth Wythe

Treasurer



Walter Partridge

Board of Directors



Christopher Landess, MD



Matthew Bullard



Michael Dye



Edson Knapp, MD



Kim Frost



Bernadette Wilson

Committees: Executive • Finance • Governance

SPH Medical Staff

Chief of Staff



Sarah Roberts, MD

Medical Executive Committee

Nathan Kincaid, MD; Hans Amen, DO; Brian McCorison, CRNA; Brent Adcox, MD; Lucy Fisher, MD; Giulia Tortora, MD

Medical Providers

Teamsters Local 959
Collective Bargaining Agreement

Operational needs & strategies



SPH CEO

Ryan Smith

Funding & directives

Leadership Team of SPH

COO



Rachael Kincaid, DNP

CFO



Anna Hermanson

CMO



Christina Tuomi, DO

CNO



Amber Gall, RN

DIRECT REPORTS ▲ STAFF, RESOURCES & DEPARTMENTS ▲ COMMITTEES

SPH Auxiliary

Welcome New Service Area Board Member



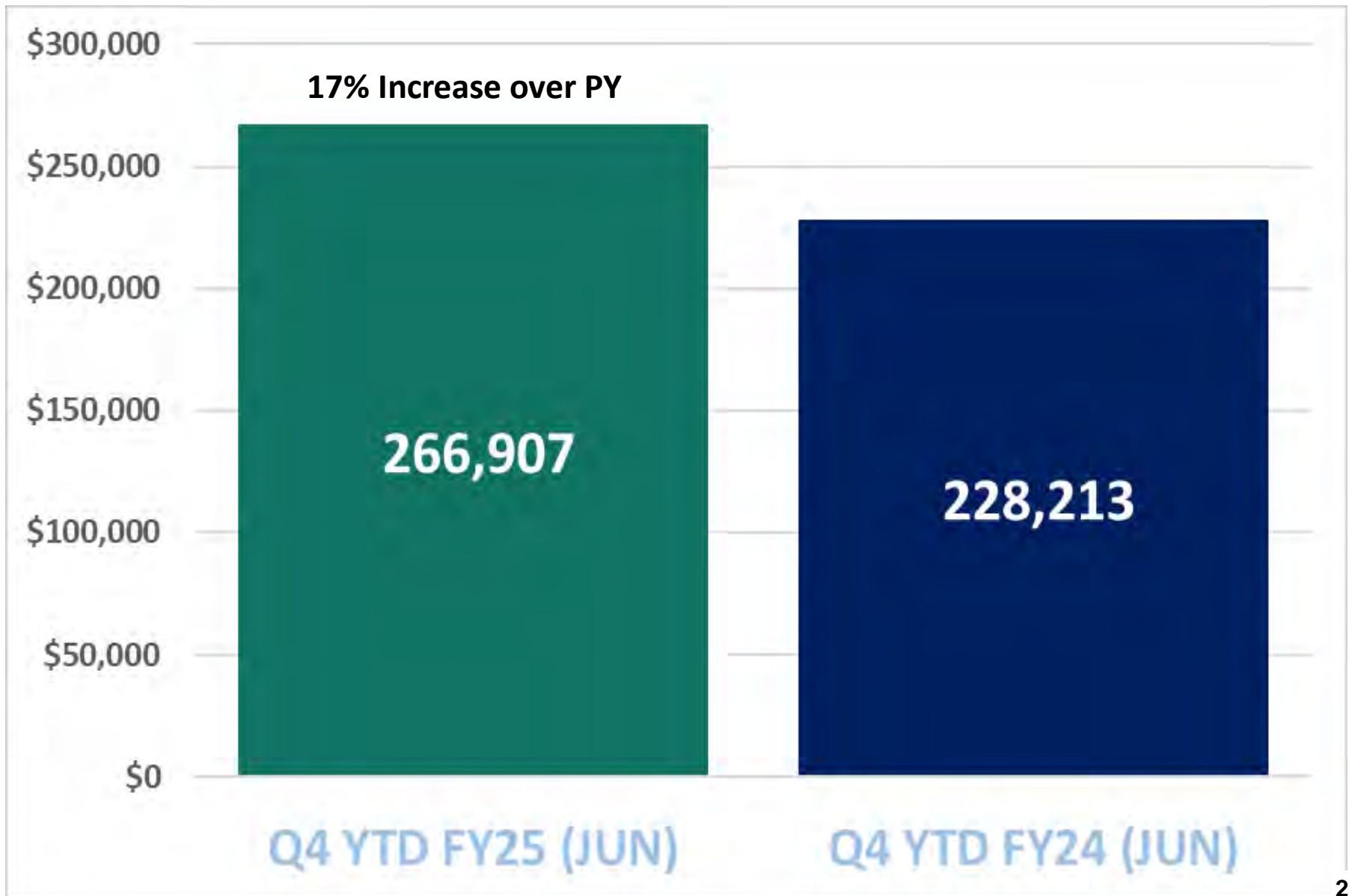
Erin Workman, BSN, RN

Appointed July 2025

Clinical Instructor for UAA Nursing Program –
Homer Chapter (recently retired)

Gross Patient Revenue-Q4 YTD FY25

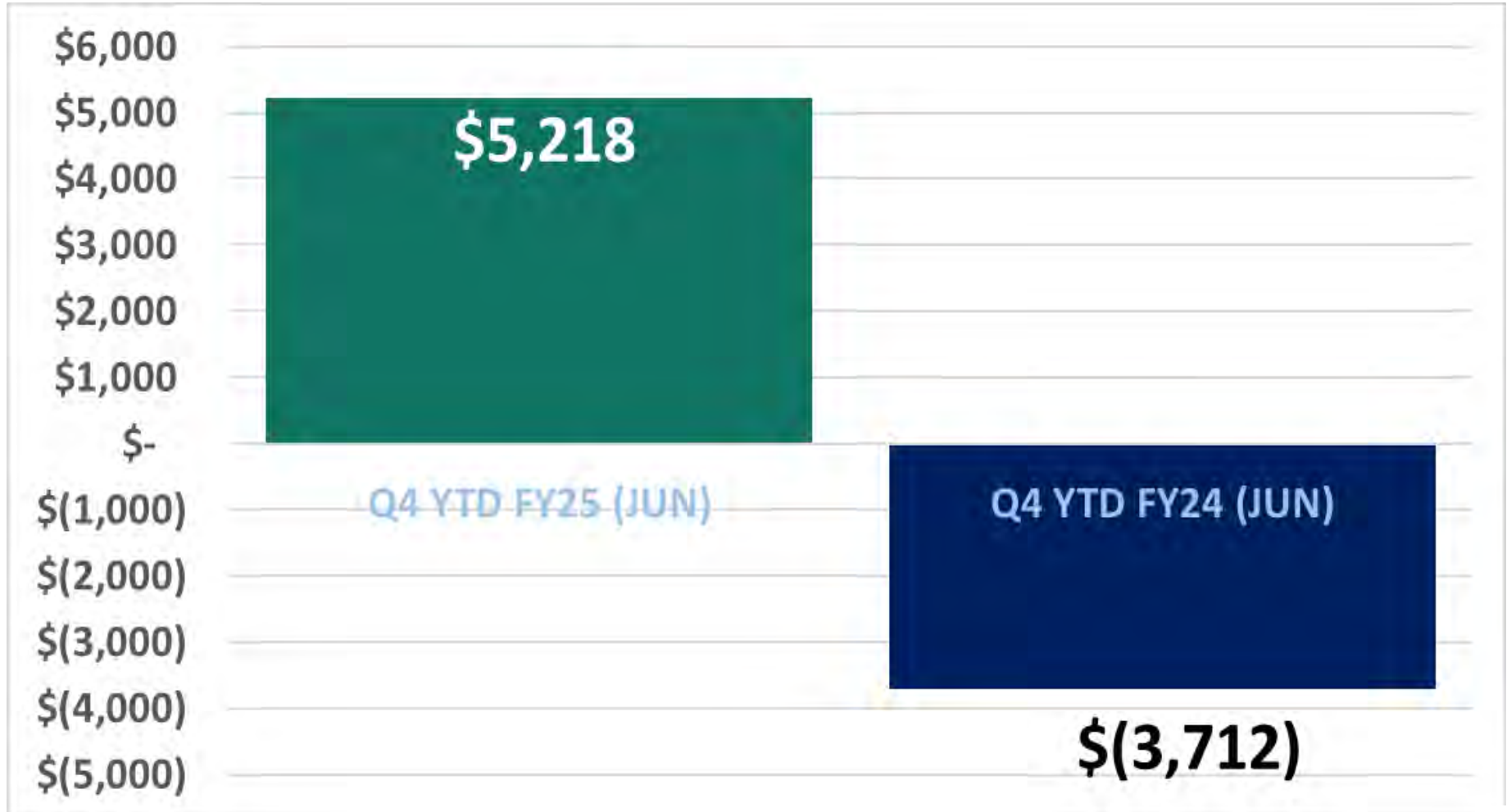
(in thousands)



Operating Income-Q4 YTD FY25

(in thousands)

241% increase over PY



Net Income-Q4 YTD FY25

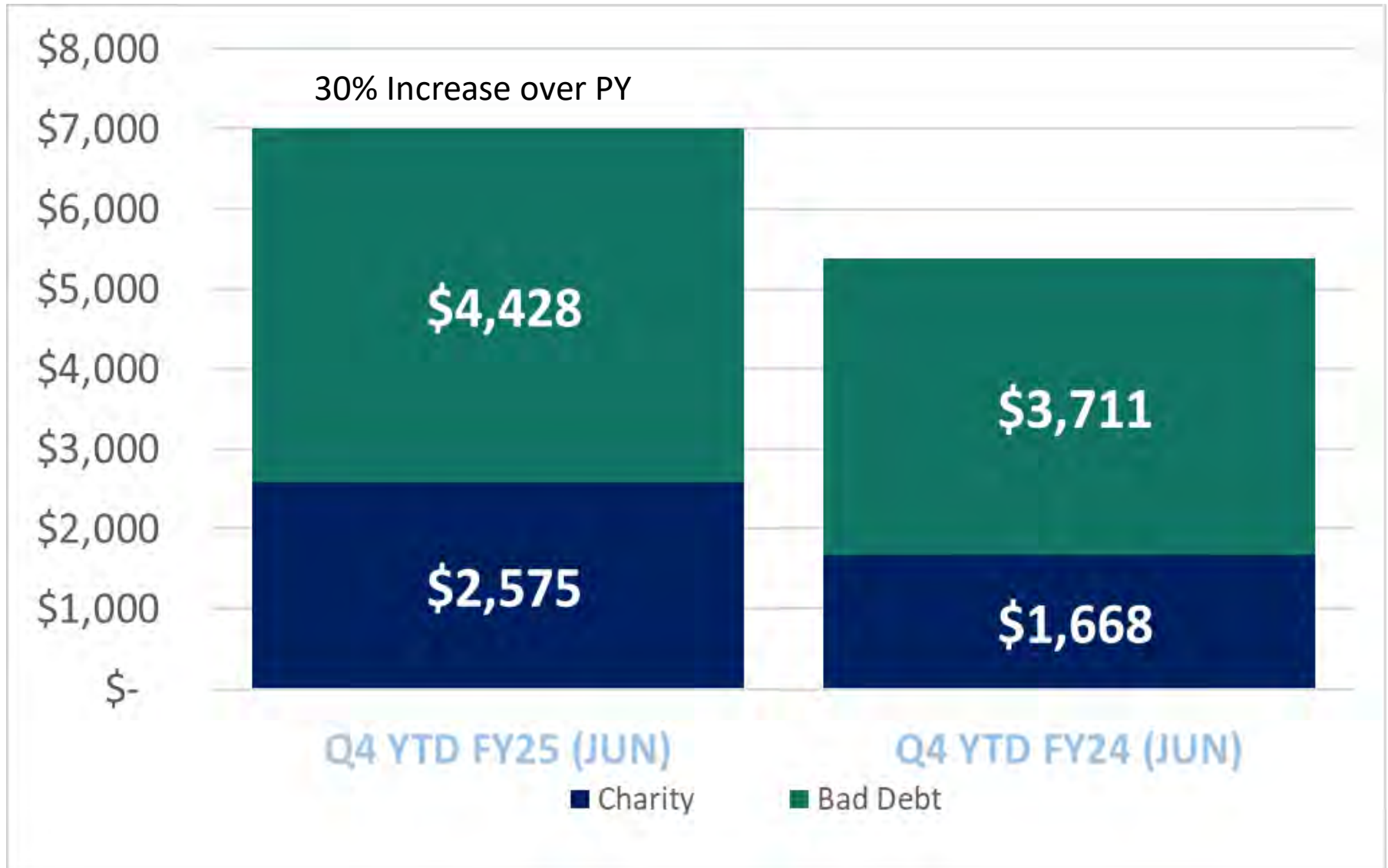
(in thousands)

200% Increase over PY

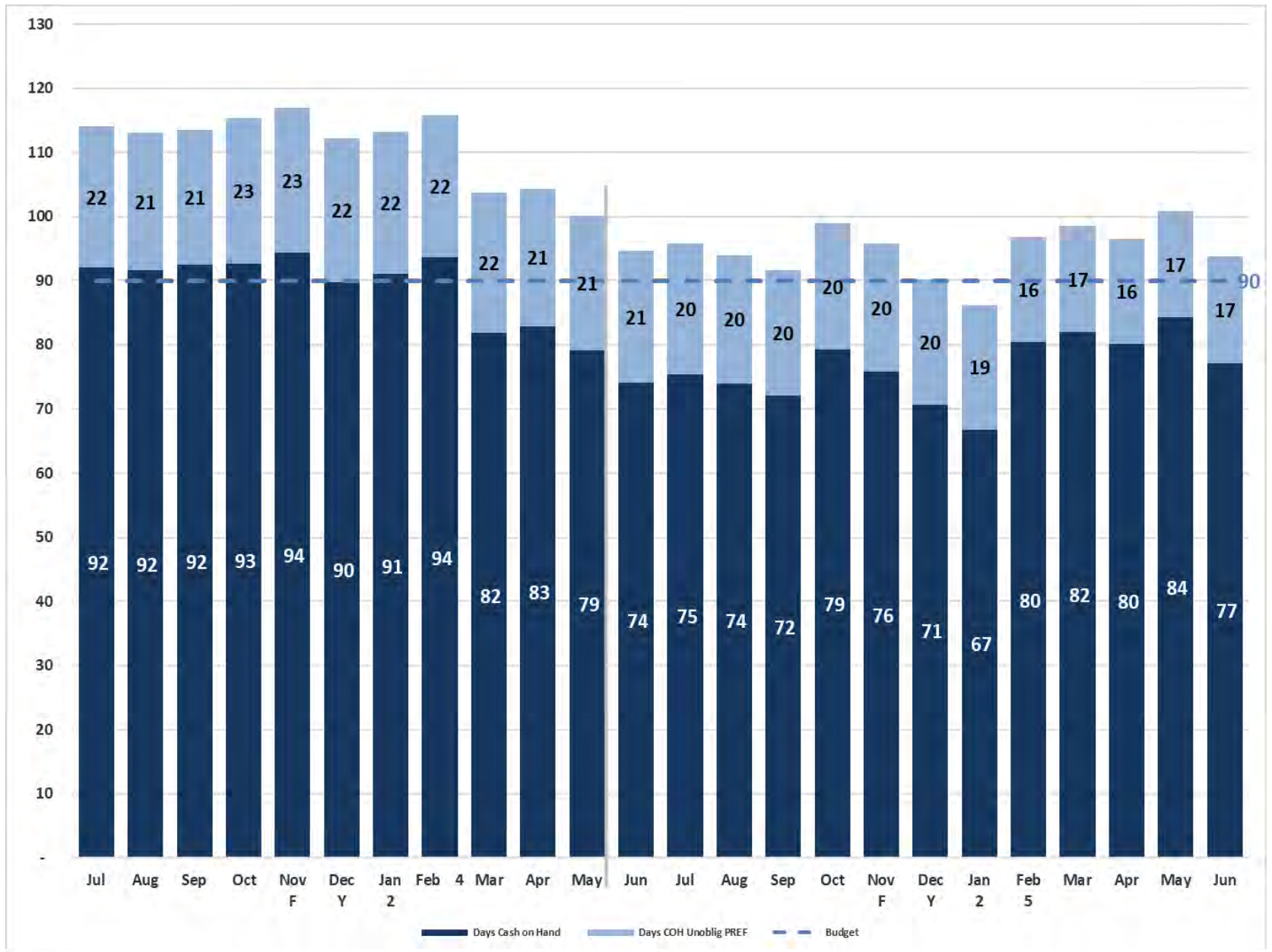


Charity Care & Bad Debt-Q4 YTD FY25

(in thousands)



Days Cash on Hand



New Providers this Summer



Lauren Dorsey-Spitz, DO – Pediatrics (*Here!*)
Homer Medical Center



Jenna Aird, MD – Dermatology (*July, 2025*)
Renew Plastics & Dermatology Clinic



Gregory Aird, MD – Diagnostic Radiology (*July, 2025*)
Employed Radiologist



**Ian Lawrence, MD – Internal Medicine-Pediatrics
(*September 2025*)**
Hospitalist

New Providers this Summer



Heather Moon, NP *(Here!)*
Seaworthy Functional Medicine



Hayley Walters, PMHNP *(Here!)*
Seaside Women's Care



Edith Jones, PMHNP-BC *(September 2025)*
Serene Waters Behavioral Health

New Providers this Summer



Natalie Hoshaw, MD - OBGYN *(Here!)*

Seaside Women's Care team



Clare Thompson, CNM *(Here!)*

Seaside Women's Care team



Teresa Kirchner, FNP *(September 2025)*

Long Term Care

Follow-up to failed ballot proposition for general obligation bonds

- Community Survey

Now I will read you a list of specifics about the bond. Please tell me your level of support for (read item) do you strongly support, somewhat support, somewhat oppose, or strongly oppose?

■ Strongly support ■ Somewhat support ■ Somewhat oppose ■ Strongly oppose ■ Don't know



84% said they would consider supporting a bond, depending on what it was used for.

- SPH Leadership / Borough planning
- Community conversations

A Strategic Plan for South Peninsula Hospital



How we pay:

- Year - One** FIX SPH - Generator Plant Replacement
\$5 million :: Congressional funds
- Year - Two** FINISH SPH - Complete Shell Space – Pharmacy & Infusion
\$6 million :: Combination PREF and Loans
REAL ESTATE - Purchase Buildings and/or Real Estate \$6 million ::
PREF & Operational Revenue
- Year - Three** BUILD MED OFFICE - Build 25,000 sq/ft Med Office & Urgent Care
\$15 - \$20 million :: General Obligation Bonds

What we say:

- We will ensure sustainability by updating critical infrastructure
- We will improve patient care & experience by consolidating locations
- We will increase access and lower costs by offering urgent care services

Update on a few projects from the Bond Proposition

- Buildings – Strategic Property Review by KPB, continue to lease key properties
- Certificate of Need project - Infusion and Pharmacy relocate to unfinished shelled space
 - Design work continues for Infusion Clinic relocation and pharmacy upgrade
 - Regulatory demands for pharmacy
 - Funding search continues
 - Nuclear Medicine on hold
- Generator / Power Plant
 - \$5 million Congressional discretionary funds
 - Contractor solicitations through July
 - Construction: late 2025 – early 2027
 - Back up in place



Housing Project Update

- Intent: free up 26 leases and streamline efforts
- RFP in fall 2023 for a ten year lease
- numerous proposals

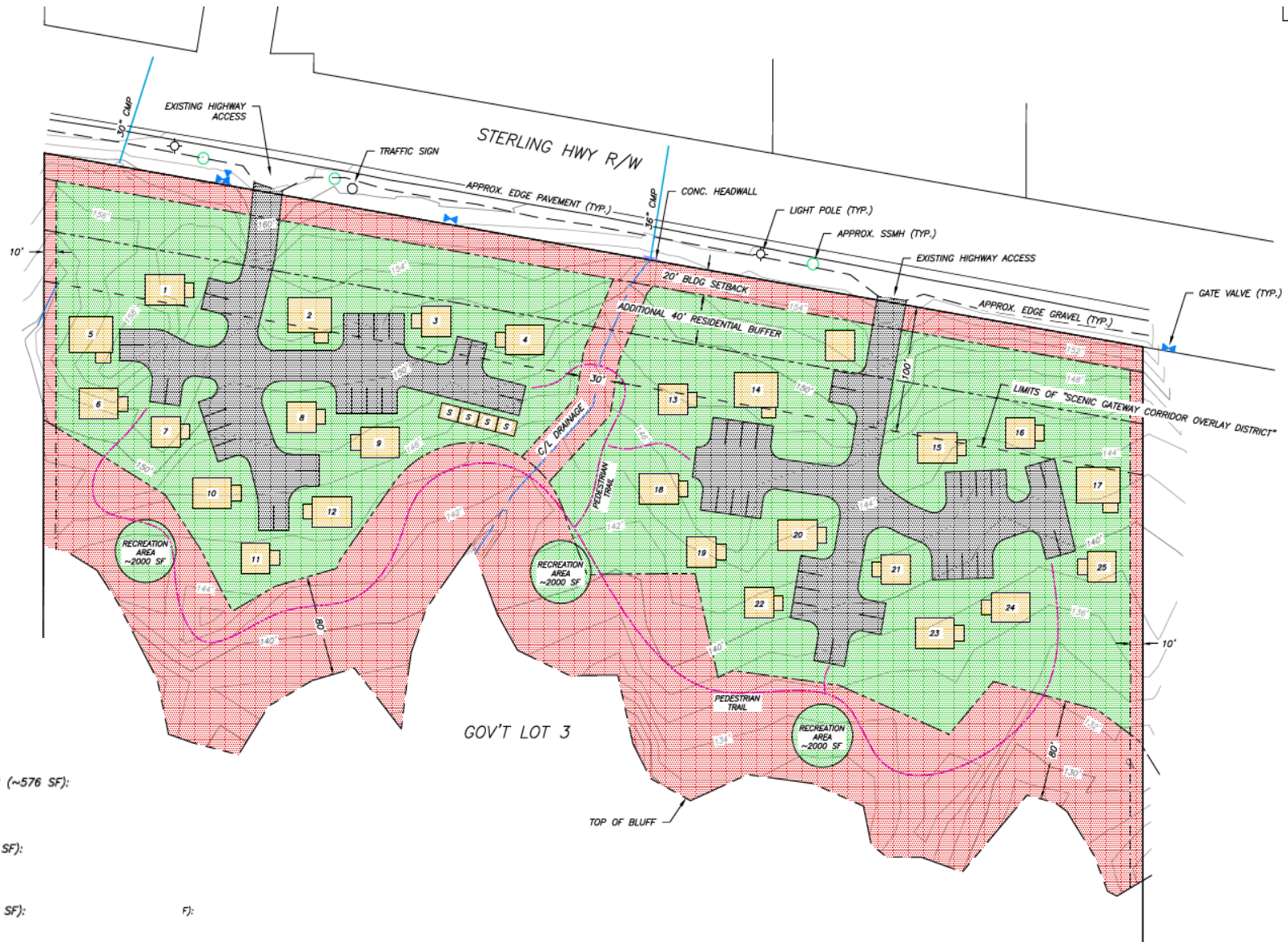


- April 1st 2026 - Phase One Completed (13 Rental Units)
- July 1st 2026 – Phase Two Completed (12 Rental Units)

Housing Project – Location



Housing Project – Site Plan



BUILDING FOOTPRINTS

	STORAGE (~192): 4 DOUBLE UNITS
	MAINTENANCE BUILDING (~576 SF): 1 UNIT
	1 BED 1 BATH (~576 SF): 10 UNITS
	2 BED 1 BATH (~768 SF): 11 UNITS
	3 BED 2 BATH (~1008 SF): 4 UNITS

F):

Housing Project – Construction Happening!



Childcare Timeline & Next Steps

Now → August:

- Continue staff hiring/training
- Work toward the completion of our center

End of July:

- Release program and tuition info

End of August:

- Open forum for interested families
- Lottery registration opens

Fall 2025:

- Construction finalization
- Licensing process continued

Late 2025:

- Phase 1 Opening
- Ongoing updates to families



New Electronic Health Record – August 2025



It's better for patients

- Equipment and hardware changes in place
- Compatible system upgrades for interoperability
- Training complete
- Transition Dates: August 8th (hospital) and 11th (clinics)
- Parallel systems for a few months

Community Happenings

- Homer Steps Up Success
- Free Friday at Kenai Peninsula Fair (August 8)
- Senior Wellness Day Event in September
- Wellness Wednesdays resume in October
- Rotary Health Fair discount blood draws - October



Recent Achievements

**Long Term Care received the
Silver – Commitment to
Quality Award**



Last year's Bronze Award

2025 Retirements



Laura Miller - 38 years



Donna Rollins - 10 years



Shevawn Miller - 25 years



Bernadette Arsenault - 34 years

Thank you

QUESTIONS?



*South Peninsula Hospital is the healthcare provider of choice,
with a dynamic and dedicated team committed to service excellence.*

Kenai Peninsula Borough
Office of the Borough Mayor

MAYOR'S REPORT TO THE ASSEMBLY

TO: Peter Ribbens, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Peter A. Micciche, Kenai Peninsula Borough Mayor

DATE: August 5, 2025



Assembly Request / Response

None

Agreements and Contracts

- a. Authorization to Award Contract ITB25-042 Fire Alarm Inspections FY26
- b. Authorization to Award Contract ITB25-043 Summer & Winter Road Maintenance E3A
- c. Authorization to Award Contract ITB25-053 Gravel Road Projects FY26 Central Region
- d. Authorization to Award Contract ITB25-054 Gravel Road Projects FY26 N3
- e. Authorization to Award Contract ITB25-055 Gravel Road Projects FY26 S3&4
- f. Authorization to Award Contract ITB25-056 Gravel Road Projects FY26 W2
- g. Authorization to Award Contract ITB25-062 Seward High School Bus Parking Improvements
- h. Authorization to Award Contract ITB25-064 Brushing Vegetation Control - North Region
- i. Authorization to Award Contract ITB25-065 Brushing Vegetation Control - South Region
- j. Authorization to Award Contract ITB25-066 Brushing Vegetation Control - East Region
- k. Authorization to Award Contract ITB25-067 Brushing Vegetation Control - West Region
- l. Authorization to Award Contract ITB25-068 Brushing Vegetation Control - Central Region
- m. Authorization to Award Contract ITB25-070 Gravel Road Projects FY26 S7
- n. Authorization to Award Contract ITB25-074 Gravel Road Projects FY26 W7

- 2 -
8/5/25

- o. Authorization to Award Contract ITB25-075 Gravel Road Projects FY26 E3
- p. Authorization to Award Contract ITB25-076 Summer & Winter Road Maintenance E3B
- q. Authorization to Award Contract ITB25-078 Gravel Road Projects FY26 W7 - KB Drive, Bye Way, Sonder Street
- r. Authorization to Award Contract RFP25-027 Municipal Government Services & Tourism-Economic Development Public Relations Campaign
- s. Authorization to Award Contract Sole Source NeoGov FY26

Other

- a. Budget Revisions – June 2025
- b. Revenue-Expenditure Report – June 2025

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Nick Kemp, Maintenance Director *NK*

DATE: July 3, 2025

RE: Authorization to Award a Contract for ITB25-042 Fire Alarm Inspections FY26

The Maintenance Department formally solicited and received bids for ITB25-042 Fire Alarm Inspections FY26. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – 26, 2025.

The project consists of providing all materials, equipment and qualified personnel to perform annual fire alarm inspections borough wide.

On the due date of June 26, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$29,342.00 was submitted by Johnson Controls Fire Protection, LLP. Your approval for this bid award for each group to Johnson Controls Fire Protection, LLP, Anchorage, Alaska is hereby requested.

Funding for this project is in account number 241-41010-00000-43780.

Alycia

Peter A. Micciche, Borough Mayor

7/15/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	241-41010-00000-43780
Amount	\$29,342.00
By: <i>CJK BH</i>	Date: 7/9/2025
NOTES: NA	

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 3, 2025

RE: Authorization to Award a Contract for ITB25-043 Summer & Winter Road Maintenance – East Region, Unit 3A

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-043 Summer & Winter Road Maintenance – East Region, Unit 3A. Bid packets were released on May 28, 2025 and the Invitation to Bid was advertised on Bid Express from May 28 – June 12, 2025.

The project consists of providing all labor, materials, and equipment to perform summer and winter road maintenance in the East Region, Unit 3A.

On the due date of June 12, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$215,474.58 was submitted by Metco Alaska, LLC, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236-33950-00000-43952.

P. Micciche

Peter A. Micciche, Borough Mayor

7/3/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236-33950-00000-43952
Amount	\$215,474.58
By: <i>CJ BH</i>	Date: 7/3/2025
NOTES: NA	

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-043 SUMMER / WINTER MAINTENANCE - EAST REGION, UNIT 3A

CONTRACTOR	LOCATION	BASE BID	ADDIVITE ALTERNATES
Metco Alaska, LLC	Seward, Alaska	\$179,374.58	\$36,100.00
Andrews and Sons, LLC	Seward, Alaska	\$247,926.00	\$50,900.00

DUE DATE: June 12, 2025

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025

RE: Authorization to Award a Contract for ITB25-053 Gravel Road Project FY26 – Central Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-053 Gravel Road Projects FY26 – Central Region. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the Central Region. Diamond Willow Lane 1,150 cubic yards KPB Type II; Tischer Avenue, 1,080 cubic yards KPB Type II; Walker Street, 1,150 cubic yards KPB Type II.

On the due date of July 2, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$76,610.60 was submitted by Steam on Wheels, LLC, Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.

Alycia

Peter A. Micciche, Borough Mayor

7/15/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$76,610.60
By: <i>CJ BH</i>	Date: 7/11/2025


NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-053 Gravel Road Projects FY26 - Central Region

CONTRACTOR	LOCATION	BASE BID
Steam on Wheels, LLC	Soldotna, Alaska	\$76,610.60
Chumley's Inc.	Nikiski, Alaska	\$94,640.00
Foster Construction LLC	Soldotna, Alaska	\$102,932.50

DUE DATE: July 2, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025


RE: Authorization to Award a Contract for ITB25-054 Gravel Road Project FY26 – North Region, Unit 3

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-054 Gravel Road Projects FY26 – North Region, Unit 3. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the North Region, Unit 3. Mark Blvd, 1,560 cubic yards KPB Type II; Ainsworth Avenue, 1,680 cubic yards KPB Type II.

On the due date of July 2, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$76,140.00 was submitted by Chumley’s Inc., Nikiski, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.


Peter A. Micciche, Borough Mayor

7/15/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$76,140.00
By: <i>CJ BH</i>	Date: 7/11/2025

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-054 Gravel Road Projects FY26 - North Region, Unit 3

CONTRACTOR	LOCATION	BASE BID
Chumley's Inc.	Nikiski, Alaska	\$76,140.00
Trail Blazers, LLC	Kenai, Alaska	\$78,305.00
Foster Construction, LLC	Soldotna, Alaska	\$84,430.00

DUE DATE: July 2, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 8, 2025

RE: Authorization to Award a Contract for ITB25-055 Gravel Road Projects FY26 – South Region, Units 3 & 4

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-055 Gravel Road Projects FY26 – South Region, Units 3 & 4. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 1, 2025.

The project consists of applying gravel in the South Region, Units 3 & 4. School Avenue, 1,222 cubic yards KPB Type II; Seaward Avenue, 672 cubic yards KPB Type II; Mark Lane, 467 cubic yards KPB Type II.

On the due date of July 1, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$56,331.50 was submitted by Wolf Co., Anchor Point, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.

A. Micciche
Peter A. Micciche, Borough Mayor

7/15/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$56,331.50
By: <i>CJ BH</i>	Date: 7/9/2025

NOTES: NA

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-055 Gravel Road Projects - FY26 - South Region, Units 3 & 4

CONTRACTOR	LOCATION	BASE BID
Wolf Co.	Anchor Point, Alaska	\$56,331.50
Paul's Services	Anchor Point, Alaska	\$57,479.00
East Road Services, Inc.	Homer, Alaska	\$73,593.90

DUE DATE: July 1, 2025

KPB OFFICIAL: _____



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025

RE: Authorization to Award a Contract for ITB25-056 Gravel Road Project FY26 – West Region, Unit 2

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-056 Gravel Road Projects FY26 – West Region, Unit 2. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the West Region, Unit 2. Kenneth Street, 460 cubic yards KPB Type II

On the due date of July 2, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$12,310.00 was submitted by Foster Construction, LLC., Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.



Peter A. Micciche, Borough Mayor

7/15/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434-33950-26GRV-43011</u>
Amount:	<u>\$12,310.00</u>
By: <i>CJ BH</i>	Date: <u>7/11/2025</u>

NOTES: NA

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-056 Gravel Road Projects FY26 - West Region, Unit 2

CONTRACTOR	LOCATION	BASE BID
Foster Construction, LLC	Soldotna, Alaska	\$12,310.00
Chumley's Inc.	Nikiski, Alaska	\$15,640.00
Trail Blazers, LLC	Kenai, Alaska	\$16,190.00
Peninsula Construcion, Inc.	Kenai, Alaska	\$22,360.00

DUE DATE: July 2, 2025

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Nick Kemp, Maintenance Director *NK*

DATE: June 26, 2025

RE: Authorization to Award a Contract for ITB25-062 Seward High School Bus Parking Improvements

The Maintenance Department formally solicited and received bids for ITB25-062 Seward High School Bus Parking Improvements. Bid packets were released on June 5, 2025 and the Invitation to Bid was advertised on Bid Express from June 5 – 19, 2025.

The project consists of providing all equipment and qualified competent personnel to remove the damaged asphalt and replace with new, per the specifications

On the due date of June 19, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$140,130 was submitted by Metco Alaska, LLC. Your approval for this bid award for each group to Metco Alaska, LLC, Seward, Alaska is hereby requested.

Funding for this project is in account number 400-78050-24802-43780.

Alynn

Peter A. Micciche, Borough Mayor

6/27/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	400-78050-24802-43780
Amount	\$140,130.00
By: <i>CF BH</i>	Date: 6/26/2025
NOTES: NA	

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-062 Seward High School Bus Parking Improvement

CONTRACTOR	LOCATION	BASE BID
Metco Alaska, LLC	Seward, Alaska	\$140,130.00
AK Pave Co.	Anchorage, Alaska	\$162,000.00

DUE DATE: June 19, 2025

KPB OFFICIAL:  _____
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 18, 2025

RE: Authorization to Award a Contract for ITB25-064 Brushing Vegetation Control – North Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-064 Brushing Vegetation Control – North Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.

The project consists of the contractor providing all labor and materials to perform vegetation control services in the North Region.

On the due date of July 9, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$19,790 was submitted by Trail Blazers, LLC., Kenai, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.

[Signature]
Peter A. Micciche, Mayor

7/20/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236.33950.00000.43952
Amount	\$19,790.00
By: <i>CH BH</i>	Date: 7/18/2025


NOTES: NA

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB25-064 FY26 Brushing Vegetation Control - North Region

CONTRACTOR	LOCATION	BASE BID
Trail Blazers, LLC	Kenai, Alaska	\$19,790.00
Chumley's Inc.	Nikiski, Alaska	\$20,042.00
River City Construction, LLC	Soldotna, Alaska	\$31,785.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$32,660.00

DUE DATE: July 9, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 18, 2025


RE: Authorization to Award a Contract for ITB25-065 Brushing Vegetation Control – South Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-065 Brushing Vegetation Control – South Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.

The project consists of the contractor providing all labor and materials to perform vegetation control services in the South Region.

On the due date of July 9, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$19,577 was submitted by Chumley’s Inc., Nikiski Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.



Peter A. Micciche, Mayor

7/20/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>236.33950.00000.43952</u>
Amount	<u>\$19,577.00</u>
By: <i>CS BH</i>	Date: <u>7/18/2025</u>


NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-065 FY26 Brushing Vegetation Control - South Region

CONTRACTOR	LOCATION	BASE BID
Chumley's Inc.	Nikiski, Alaska	\$19,577.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$44,040.00
River City Construction, LLC	Soldotna, Alaska	\$50,650.00

DUE DATE: July 9, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 18, 2025

RE: Authorization to Award a Contract for ITB25-066 Brushing Vegetation Control – East Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-066 Brushing Vegetation Control – East Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.

The project consists of the contractor providing all labor and materials to perform vegetation control services in the East Region.

On the due date of July 9, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$10,158 was submitted by Chumley’s Inc., Nikiski Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.

[Signature]

Peter A. Micciche, Mayor

7/20/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236.33950.00000.43952
Amount	\$10,158.00
By: <i>CS BH</i>	Date: 7/18/2025

NOTES: NA

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-066 FY26 Brushing Vegetation Control - East Region

CONTRACTOR	LOCATION	BASE BID
Chumley's Inc.	Nikiski, Alaska	\$10,158.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$20,550.00
Metco Alaska, LLC	Seward, Alaska	\$27,255.00
River City Construction, LLC	Soldotna, Alaska	\$31,600.00

DUE DATE: July 9, 2025

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 18, 2025

RE: Authorization to Award a Contract for ITB25-067 Brushing Vegetation Control – West Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-067 Brushing Vegetation Control – West Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.

The project consists of the contractor providing all labor and materials to perform vegetation control services in the West Region.

On the due date of July 9, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$41,869 was submitted by Chumley’s Inc., Nikiski Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.

P. Micciche

Peter A. Micciche, Mayor

7/20/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>236.33950.00000.43952</u>
Amount	<u>\$41,869.00</u>
By: <i>CJ BH</i>	Date: <u>7/18/2025</u>

NOTES: NA

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB25-067 FY26 Brushing Vegetation Control - West Region

CONTRACTOR	LOCATION	BASE BID
Chumley's Inc.	Nikiski, Alaska	\$41,869.00
Trail Blazers, LLC	Kenai, Alaska	\$42,417.00
River City Construction, LLC	Soldotna, Alaska	\$59,535.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$65,332.00

DUE DATE: July 9, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

THRU: John Hedges, Purchasing & Contracting Director JH

FROM: Dil Uhlin, Roads Director DU

DATE: July 18, 2025


RE: Authorization to Award a Contract for ITB25-068 Brushing Vegetation Control – Central Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-068 Brushing Vegetation Control – Central Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.

The project consists of the contractor providing all labor and materials to perform vegetation control services in the Central Region.

On the due date of July 9, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$33,100 was submitted by Trail Blazers, LLC., Kenai, Alaska.



Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.



Peter A. Micciche, Mayor

7/20/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236.33950.00000.43952
Amount	\$33,100.00
By:  	Date: 7/18/2025

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-068 FY26 Brushing Vegetation Control - Central Region

CONTRACTOR	LOCATION	BASE BID
Trail Blazers, LLC	Kenai, Alaska	\$33,100.00
Chumley's Inc.	Nikiski, Alaska	\$35,372.00
River City Construction, LLC	Soldotna, Alaska	\$39,690.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$39,603.00

DUE DATE: July 9, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 8, 2025

RE: Authorization to Award a Contract for ITB25-070 Gravel Road Projects FY26 South Region, Unit 7

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-070 Gravel Road Projects FY26 – South Region, Unit 7. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 1, 2025.

The project consists of applying gravel in the South Region, Unit 7. Clayton Way, 556 cubic yards KPB Type II

On the due date of July 1, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$25,720.00 was submitted by East Road Services, Inc., Homer, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.

A. Micciche
Peter A. Micciche, Borough Mayor

7/15/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$25,720.00
By: <i>CJ BH</i>	Date: 7/9/2025

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-070 Gravel Road Projects - FY26 - South Region, Unit 7

CONTRACTOR	LOCATION	BASE BID
East Road Services, Inc.	Homer, Alaska	\$25,720.00
Wolf. Co.	Anchor Point, Alaska	\$32,407.88

DUE DATE: July 1, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025


RE: Authorization to Award a Contract for ITB25-074 Gravel Road Project FY26 – West Region, Unit 7

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-074 Gravel Road Projects FY26 – West Region, Unit 7. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the West Region, Unit 7. Canvasback Avenue, 300 cubic yards KPB Type II; Gadwall Avenue, 450 cubic yards KPB Type II; Merganser Avenue, 550 cubic yards KPB Type II; Wren Drive, 600 cubic yards KPB Type II

On the due date of July 2, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$40,960.00 was submitted by Peninsula Construction, Inc., Kenai, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.


Peter A. Micciche, Borough Mayor

7/15/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$40,960.00
By: <i>CF BH</i>	Date: 7/11/2025

NOTES: NA

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-074 Gravel Road Projects FY26 - West Region, Unit 7

CONTRACTOR	LOCATION	BASE BID
Peninsula Construcion, Inc.	Kenai, Alaska	\$40,960.00
Foster Construction, LLC	Soldotna, Alaska	\$44,100.00
Chumley's Inc.	Nikiski, Alaska	\$49,400.00
Peninsula Paving, LLC	Soldotna, Alaska	\$57,250.00

DUE DATE: July 2, 2025

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 8, 2025

RE: Authorization to Award a Contract for ITB25-075 Gravel Road Projects FY26 East Region, Unit 3

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-075 Gravel Road Projects FY26 – East Region, Unit 3. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 1, 2025.

The project consists of applying gravel in the East Region, Unit 3. Meridian Avenue, 1160 cubic yards KPB Type II; Moat Way, 180 cubic yards KPB Type II

On the due date of July 1, 2025, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$45,210.00 was submitted by Metco Alaska, LLC, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.

P. Micciche

Peter A. Micciche, Borough Mayor

7/15/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$45,210.00
By: <i>CJ BH</i>	Date: 7/9/2025

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-075 Gravel Road Projects - FY26 - East Region, Unit 3

CONTRACTOR	LOCATION	BASE BID
Metco, Alaska LLC	Seward, Alaska	\$45,210.00

DUE DATE: July 1, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 2, 2025

RE: Authorization to Award a Contract for ITB25-076 Summer & Winter Road Maintenance – East Region, Unit 3B

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-076 Summer & Winter Road Maintenance – East Region, Unit 3B. Bid packets were released on May 28, 2025 and the Invitation to Bid was advertised on Bid Express from May 28 – June 12, 2025.

The project consists of providing all labor, materials, and equipment to perform summer and winter road maintenance in the East Region, Unit 3B.

On the due date of June 12, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$198,306.10 was submitted by Metco Alaska, LLC, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236-33950-00000-43952.

A. Micciche

Peter A. Micciche, Borough Mayor

7/3/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236-33950-00000-43952
Amount	\$198,306.10
By: <i>CJ BH</i>	Date: 7/3/2025
NOTES: NA	

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-076 SUMMER / WINTER MAINTENANCE - EAST REGION, UNIT 3B

CONTRACTOR	LOCATION	BASE BID	ADDIVITE ALTERNATES
Metco Alaska, LLC	Seward, Alaska	\$162,206.10	\$36,100.00
Andrews and Sons, LLC	Seward, Alaska	\$247,583.00	\$51,500.00

DUE DATE: June 12, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025


RE: Authorization to Award a Contract for ITB25-078 Gravel Road Project FY26 – West Region, Unit 7 – *KB Drive, Bye Way, Sonder Street*

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-078 Gravel Road Projects FY26 – West Region, Unit 7, *KB Drive, Bye Way, Sonder Street*. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the West Region, Unit 7. KB Drive - 3,000 Tons E1 Gravel; Bye Way - 700 Tons E1 Gravel; Sonder Street - 1,450 Tons E1 Gravel; 4,500 Tons Calcium Chloride Purchase & Application

On the due date of July 2, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$127,750.00 was submitted by Peninsula Construction Inc., Kenai, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.


Peter A. Micciche, Borough Mayor

7/15/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$127,750.00
By: <i>CJ BH</i>	Date: 7/15/2025

NOTES: NA

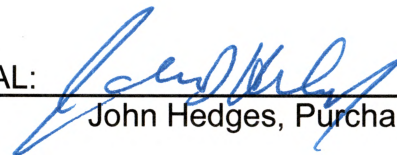
KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-078 Gravel Road Projects FY26 - West Region, Unit 7
KB Drive, Bye Way, Sonder Street

CONTRACTOR	LOCATION	BASE BID
Peninsula Construcion, Inc.	Kenai, Alaska	\$127,750.00
Peninsula Paving, LLC	Soldotna, Alaska	\$135,125.00
Foster Construction, LLC	Soldotna, Alaska	\$136,912.50

DUE DATE: July 2, 2025

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dana Cannava, Special Projects and Constituent Relations *DC*

DATE: July 11, 2025

RE: Authorization to Award a Contract for RFP25-027 Municipal Government Services & Tourism / Economic Development Public Relations Campaign

On January 3, 2024, the Kenai Peninsula Borough Purchasing & Contracting Department formally solicited proposals for RFP RFP25-027 Municipal Government Services & Tourism / Economic Development Public Relations Campaign. The request for proposals was advertised on Bid Express from June 2 – 19, 2025.

The project consists of promoting public relations and communications with residents, businesses, employees and visitors.

On the due date of June 19, 2025, four (4) proposals were received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>LOCATION</u>	<u>TOTAL SCORE</u>
Thompson & Co	Anchorage, Alaska	254
Agnew::Beck Consulting	Anchorage, Alaska	252
Brilliant Media Strategies Alaska, Inc.	Anchorage, Alaska	186
Stegmeier, LLC	Lorain, Ohio	96

The highest-ranking proposal, which includes a cost factor, was submitted by Thompson & Co with a lump sum cost proposal of \$113,220. The proposal review committee recommends award of a contract to Thompson & Co, Anchorage, Alaska. Your approval for this award is hereby requested.

Funding of this contract will be charged to account number 100-94900-43016-43011 and 100-94900-43018-43011.

Alycia
Peter A. Micciche, Borough Mayor

7/15/2025
Date

NOTES: NA

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>100-94900-43016-43011 – \$56,610.00</u>
Acct. No.	<u>100-94900-43018-43011 – \$56,610.00</u>
By: <i>CJ BH</i>	Date: <u>7/15/2025</u>

Kenai Peninsula Borough

Human Resources

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

THRU: John D. Hedges, Purchasing & Contracting Department *JH*

FROM: Justen Huff, Human Resources Director *JH*

DATE: June 30, 2025

RE: Authorizing the award of a contract, in the amount of \$37,078.52 to NEOGOV per KPB Code 5.28.280 Proprietary Procurement.

It is the best benefit of the Borough to expand our scope of services with NEOGOV as the Borough has been using NEOGOV since 2013 because it is one of the most reliable and cost friendly programs available in the market. The Borough HR Department currently utilizes NEOGOV Onboard and Insight for recruiting and onboarding of new employees. The Borough Risk department utilizes the NEOGOV Training modules provided through the AML.

The e-Forms software program will integrate with the NEOGOV software programs we are currently using. This addition will enable us to convert all of our employee files into a digital format thus achieving a long-term budget goal. Converting employee files into a digital format will be an accomplishment in multiple areas including, but not limited to, improved employee file security, simplified employee filing system will reduce chance of error, cost savings in paper/printing, and improving and streamlining various HR processes that will improve HR staff efficiency.

This proprietary procurement is a one-time effort to keep continuity in service. It is the intent to seek approval for a standardization for the use of NEOGOV prior to the end of this contract.

Your approval is hereby requested. Funding for this project, along with the other modules already in place (Insight & Onboard) is \$37,078.52 in account number 100-11230-00000-43026.

Approved: *P. Micciche*
Peter A. Micciche, Mayor

7/2/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>100-11230-00000-43026</u>
Amount	<u>\$37,078.52</u>
By: <i>CH BH</i>	Date: <u>7/1/2025</u>

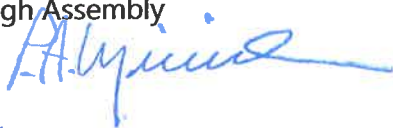
NOTES: NA


Kenai Peninsula Borough


Finance Department

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members of the Kenai Peninsula Borough Assembly

THRU: Peter A. Micciche, Borough Mayor 

THRU: Brandi Harbaugh, Finance Director 

FROM: Tyra Rivera, Payroll Accountant 

DATE: July 24, 2025

RE: Budget Revisions – June 2025

Attached is a budget revision listing for June 2025. The attached list contains budget revisions between major expenditure categories (i.e., maintenance & operations and capital outlay). Other minor transfers were processed between object codes within major expenditure categories.

CLERK'S OFFICE - RECORDS MANAGEMENT/ELECTIONS

Move funds to purchase KPB merch for staff.

100-11130-00000-43011 (Contractual Services)		\$70.00
100-11140-00000-42210 (Operating Supplies)		\$250.00
100-11130-00000-42410 (Small Tools and Minor Equipment)		\$160.00
100-11130-00000-42210 (Operating Supplies)		\$100.00
100-11130-00000-42250 (Uniforms)	\$330.00	
100-11140-00000-42250 (Uniforms)	\$250.00	

FINANCE - ADMINISTRATION

Move funds to cover dues for FY25 year end.

290-32122-00000-43011 (Contract Services)		\$4,975.00
290-32122-00000-49311 (Design Service)	\$4,975.00	

Move funds to cover GFAO annual dues.

100-11410-00000-48720 (Minor Office Furniture)		\$175.00
100-11410-00000-43920 (Dues and Subscriptions)	\$175.00	

FINANCE - PROPERTY TAX & CASH MANAGEMENT

Move funds for operating supplies.

100-11440-00000-40110 (Regular Wages)		\$304.96
100-11440-00000-42210 (Operating Supplies)	\$304.96	

HUMAN RESOURCES - PRINT SHOP

Move funds to cover Kelley Create invoice.

100-11233-00000-42210 (Operating Supplies)		\$659.00
100-11233-00000-43720 (Equipment Maintenance)	\$659.00	

INFORMATION TECHNOLOGY

Move funds for Point-to-Point Radio Equipment.

100-11231-00000-42210 (Operating Supplies)		\$1,764.40
100-11231-00000-48710 (Minor Office Equipment)	\$1,764.40	

MAYOR'S OFFICE

Move funds to replace UPS battery in Mayor's office.

100-11210-00000-40110 (Regular Wages)		\$125.00
100-11210-00000-42310 (Repair/Maintenance Supplies)	\$125.00	

Move funds for advertising FY26 KSRM contract.

100-94900-43016-43011 (Contractual Services)		\$6,750.00
100-94900-43016-43310 (Advertising)	\$6,750.00	

PLANNING - LAND MANAGEMENT

Move funds to cover communications & uniforms.

250-21210-00000-43011 (Contract Services)		\$500.00
250-21210-00000-43100 (Land Mgmt Program Services)		\$2,000.00
250-21210-00000-43110 (Communications)	\$500.00	
250-21210-00000-42250 (Uniforms)	\$2,000.00	

Move funds to replace printer.

250-21210-00000-48311 (Machinery & Equipment)		\$2,400.00
250-21210-00000-43720 (Equipment Maintenance)	\$1,800.00	
250-21210-00000-48710 (Minor Office Equipment)	\$600.00	

SELDOVIA RECREATION

Move funds to cover final purchases on PO.

227-61210-00000-48755 (Minor Recreational Equipment)		\$36.26
227-61210-00000-42210 (Operating Supplies)	\$5.37	
227-61210-00000-42960 (Recreational Program Supplies)	\$30.89	

Move funds to replace printer.

227-61210-00000-48630 (Improvements Other Than Bldgs)		\$56.48
227-61210-00000-43920 (Dues and Subscriptions)	\$56.48	

SOLID WASTE - LANDFILL

Move funds for engineering for CPL Baler building.

290-32122-00000-43011 (Contract Services)		\$4,975.00
290-32122-00000-49311 (Design Service)	\$4,975.00	

Move funds to cover quarterly unemployment.

290-32122-00000-42230 (Fuels, Oils and Lubricants)		\$4,070.00
290-32122-00000-40511 (Other Benefits)	\$4,070.00	


Kenai Peninsula Borough


Finance Department

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members of the Kenai Peninsula Borough Assembly

THRU: Peter A. Micciche, Borough Mayor

THRU: Brandi Harbaugh, Finance Director 

FROM: Tyra Rivera, Payroll Accountant 

DATE: July 24, 2025

RE: Revenue-Expenditure Report – June 2025

Attached is the Revenue-Expenditure Report of the General Fund for the month of June 2025. Please note that 100.00% of the year has elapsed, 98.04% of budgeted revenues have been collected, and 88.11% of budgeted expenditures have been made.

** These numbers are not final as there will be additional amounts posted due to fiscal year-end adjustments. **

KENAI PENINSULA BOROUGH

Revenue Report

For the Period

June 1 through June 30 2025

ACCOUNT NUMBER	DESCRIPTION	ESTIMATED REVENUE	YEAR TO DATE RECEIPTS	MONTH TO DATE RECEIPTS	VARIANCE	% COLLECTED
31100	Real Property Tax	\$ 36,244,128	\$ 36,419,676	\$ 36,859	\$ 175,548	100.48%
31200	Personal Property Tax	2,101,066	2,232,567	8,322	131,501	106.26%
31300	Oil Tax	6,958,780	6,958,781	1,815	0.71	100.00%
31400	Motor Vehicle Tax	642,580	478,704	105,504	(163,876)	74.50%
31510	Property Tax Penalty & Interest	746,815	751,090	11,271	4,275	100.57%
31610	Sales Tax	45,835,931	39,121,864	1,867,588	(6,714,067)	85.35%
33110	In Lieu Property Tax	3,100,000	4,081,995	4,081,995	981,995	131.68%
33117	Other Federal Revenue	451,882	294,719	43,461	(157,163)	65.22%
33120	Forestry Service	500,000	15,432	-	(484,568)	3.09%
34110	School Debt Reimbursement	1,795,641	1,777,683	172,074	(17,958)	99.00%
34221	Electricity & Phone Revenue	155,000	-	-	(155,000)	0.00%
34222	Fish Tax Revenue Sharing	500,000	528,473	645,527	28,473	105.69%
34210	Revenue Sharing	850,000	1,035,632	81,911	185,632	121.84%
37350	Interest on Investments	812,722	4,487,731	151,561	3,675,009	552.19%
39000	Other Local Revenue	297,235	439,641	30,893	142,406	147.91%
290	Solid Waste	1,027,000	1,394,753	19,629	367,753	135.81%
Total Revenues		\$ 102,018,780	\$ 100,018,740	\$ 7,258,410	\$ (2,000,040)	98.04%

KENAI PENINSULA BOROUGH
Expenditure Report
For the Period
June 1 through June 30 2025

DESCRIPTION	REVISED BUDGET	YEAR TO DATE EXPENDED	MONTH TO DATE EXPENDED	AMOUNT ENCUMBERED	AVAILABLE BALANCE	% EXPENDED
Assembly:						
Administration	\$ 650,187	\$ 536,140	\$ 30,753	\$ 12,122	\$ 101,926	82.46%
Clerk	664,699	554,733	65,509	1,474	108,491	83.46%
Elections	202,992	172,347	346	1,899	28,747	84.90%
Records Management	479,206	407,287	50,656	35	71,885	84.99%
Mayor Administration	1,108,382	785,190	123,002	-	323,192	70.84%
Purch/Contracting/Cap Proj	848,452	763,137	88,344	-	85,315	89.94%
Human Resources:						
Administration	913,368	805,627	88,355	1,736	106,005	88.20%
Print/Mail	220,493	218,513	29,034	70	1,910	99.10%
Custodial Maintenance	146,585	145,919	17,717	-	666	99.55%
Information Technology	2,963,502	2,764,454	275,783	291	198,757	93.28%
Emergency Management	1,079,815	864,469	105,788	161	215,184	80.06%
Legal Administration	1,205,372	1,016,970	136,899	350	188,052	84.37%
Finance:						
Administration	665,834	652,534	81,543	-	13,300	98.00%
Services	1,292,414	1,181,728	125,739	-	110,686	91.44%
Property Tax	1,156,479	1,106,869	128,606	-	49,610	95.71%
Sales Tax	1,280,262	1,211,782	158,853	1,350	67,130	94.65%
Assessing:						
Administration	1,695,147	1,555,387	141,795	574	139,186	91.76%
Appraisal	1,881,755	1,681,686	190,063	-	200,069	89.37%
Resource Planning:						
Administration	1,758,405	1,161,109	142,180	431	596,866	66.03%
GIS	922,674	702,146	134,983	1,000	219,528	76.10%
River Center	869,856	741,253	77,745	2,320	126,283	85.22%
Senior Citizens Grant Program	843,878	843,878	123,101	-	-	100.00%
School District	66,515,781	60,479,566	-	-	6,036,215	90.93%
Solid Waste Operations	13,102,842	10,480,839	1,555,311	502,833	2,119,170	79.99%
Economic Development	584,000	461,909	120,792	-	122,091	79.09%
Non-Departmental	2,467,381	1,674,425	29,870	-	792,956	67.86%
Total Expenditures	\$ 105,519,761	\$ 92,969,896	\$ 4,022,767	\$ 526,645	\$ 12,023,220	88.11%

Introduced by:	Cox
Date:	07/08/25
Action:	Postponed to 08/05/25
Vote:	5 Yes, 4 No, 0 Absent
Date:	08/05/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
RESOLUTION 2025-030**

**A RESOLUTION ESTABLISHING A SEASONAL TAX WORKING
GROUP TO EVALUATE THE BALANCE BETWEEN POSITIVE AND
NEGATIVE SEASONAL TAX-RELATED IMPACTS ON KENAI
PENINSULA BOROUGH RESIDENTS AND BUSINESSES**

- WHEREAS,** Ordinance 2025-15 rationalizes changing the Kenai Peninsula Borough sales tax structure to one that taxes Borough residents, business owners, and visitors using a 2% winter and 4% summer sales tax based on the Tourism Industry Working Group (TIWG) suggesting it as one of their recommendations in the TIWG Final Report; and
- WHEREAS,** the TIWG was specifically asked in Resolution 2024-037 - Section 1, “to focus its meetings on evaluating tourism benefits and impacts on current Borough revenue, costs, and services; discussing potential options or ideas, and associated data, for ensuring that visitors are paying their fair share for services they use; and assessing the anticipated affects of a potential bed tax”; and
- WHEREAS,** the working group had three meetings (12/18/24, 1/29/25, 2/26/25) and was asked to make a recommendation at the fourth meeting April 10, 2025; and
- WHEREAS,** the the April meeting a Final Report presented and voted down in a 3 - 3 vote; and
- WHEREAS,** the Assembly allotted the TIWG more time to meet and a recommendation was passed unanimously during the group’s fifth and final meeting on May 15, 2025, but only after adding the “no action” alternative; and
- WHEREAS,** the group concluded that no creation of a borough bed/lodging tax; the implementation of a seasonal sales tax; or simply taking no action at this time would be preferred (see page 9 of the Tourism Industry Working Group Final Report); and
- WHEREAS,** during the February 26, 2025 TIWG meeting the borough finance director gave a presentation about the Seasonal Sales Tax 2% and 4% model (see page 2 of the Tourism Industry Working Group Final Report); and

WHEREAS, at this meeting, nor any other, no non-tourism related business owners were asked how this change in sales tax might affect their businesses; and

WHEREAS, at this meeting, nor any other, no Kenai Peninsula Borough residents were asked how this change in sales tax might affect their home finances; and

WHEREAS, with the main focus of the TIWG working toward ensuring that visitors are paying their fair share for services they use, the group had the authority of the Borough Assembly to recommend that it look into other forms of tourism taxation, though this group may be ill-equipped to specifically recommend a broad-based tax over a targeted tax as it was not tasked with looking at the outcomes for all residents and non-tourism, local industries; and

WHEREAS, no studies have been presented to prove that a seasonal sales will be “Net-Neutral” for borough residents; and

WHEREAS, Mayor Micciche has publicly stated several times that there is no need for more revenue in the Kenai Peninsula Borough; and

WHEREAS, on page 7 of the TIWG Final Report it states, “the KPB cannot justify the need for more revenue. In fact, the reverse is true since the KPB currently holds over \$10 million in excess unreserved general funds above the \$32 million maximum reserves”; and

WHEREAS, Ordinance 2025-15 incorrectly states that implementing a seasonal sales tax avoids the administrative and fiscal costs and challenges associated with a separate lodging tax according to the fiscal note from 2024 prepared by the Borough Finance department showing an \$854,289 increase in revenue in year one and a \$5,286,883 increase by year two after initial costs have been incurred; and

WHEREAS, Ordinance 2025-15 also suggests that it will result in a reduction in the borough-wide property tax mill rate which is something that cannot be accomplished with this ordinance as seasonal tax and mill rate reduction are two separate actions; one established by the voters, and the other by the new Assembly in June 2026; and

WHEREAS, a group dedicated to the topic of a seasonal tax will be able to make a more informed recommendation to the Assembly using specific information giving assembly members more broad-based opinion of how a 2% and 4% seasonal tax could positively and negatively affect borough residents and local businesses;

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

SECTION 1. That the Assembly hereby forms the Seasonal Tax Working Group (“STWG”) and directs the STWG to focus its meetings on evaluating benefits and impacts of a 2% - 4% seasonal tax on Borough residents and local businesses while taking into

account the current Borough revenue, costs, and services. The working group will provide a final written report to present to the Assembly.

SECTION 2. That the members of the working group will include nine voting members, one resident from each Kenai Peninsula Borough voting district, appointed by the Mayor and approved by the Assembly, of which a chair and vice-chair must be chosen. Appropriate public notice will be given by the August 19, 2025 Assembly meeting describing how KPB residents can apply to be a community member appointee to the Seasonal Tax Working Group.

SECTION 3. That the Mayor, KPB staff, and two Assembly members, picked by the Assembly President, are invited to participate as non-voting members in this collaborative working group discussion.

SECTION 4. That all six incorporated cities within the Kenai Peninsula Borough are invited and encouraged to have a representative attend the working group meetings. These representatives will be participating as non-voting members in this collaborative working group discussion.

SECTION 5. That the STWG will have at least seven meetings. The first meeting may not occur prior to September 1, 2025 and the last meeting of the working group must occur prior to May 1, 2026. Unless extended by the Assembly, the report of the working group must be provided to the Assembly by May 31, 2026.

SECTION 6. That, subject to availability, the working group will be staffed and noticed by the KPB's Clerk's Office, and Legal Department. Notice will be provided through the internet on the KPB website and posted at 144 N. Binkley St., Soldotna, AK 99669.

SECTION 7. That the working group is subject to the Alaska Open Meetings Act and will use Robert's Rules of Order to conduct business.

SECTION 8. That the working group is not authorized to act or communicate on behalf of the Borough other than to provide a written report containing its final recommendations to the Assembly.

SECTION 9. That this resolution is effective immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2025.**

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

07/08/25 Vote to Postpone to 08/05/25:

Yes: Cox, Dunne, Ecklund, Johnson, Morton

No: Baisden, Cooper, Tunseth, Ribbens

Absent: None

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Tyson Cox, Assembly Member *TRC*

DATE: July 8, 2025

SUBJECT: Resolution 2025-030, Establishing a Seasonal Tax Working Group to Evaluate the Balance Between Positive and Negative Seasonal Tax-Related Impacts on Kenai Peninsula Borough Residents and Businesses (Cox)

Ordinance 2025-15 rationalizes changing the Kenai Peninsula Borough sales tax structure to one that taxes Borough residents, business owners, and visitors using a 2% winter and 4% summer sales tax based on the Tourism Industry Working Group (TIWG) suggesting it as one of their recommendations in their Final Report.

The Assembly should consider that broad-based tax recommendations from this group may not be ready for an ordinance or public ballot. The TIWG was specifically created to evaluate tourism benefits and impacts on current Borough revenue, costs, and services; to discuss potential options or ideas, and associated data, for ensuring that visitors are paying their fair share for services they use; and to assess the anticipated affects of a potential bed tax. It was not organized to consider repercussions of taxes on the general public or businesses outside of the tourism industry.

The TIWG had one presentation about the Seasonal Sales Tax 2% and 4% model given by the KPB Finance Director (*see page 2 of the Tourism Industry Working Group Final Report*). At this meeting, nor any other, no non-tourism related business owners or Borough residents were asked how this change in sales tax might affect their businesses or home finances.

Some questions that should be answered before the Assembly decides to vote on Ordinance 2025-15:

- Why are we being asked to vote on Ordinance 2025-15 without having the corresponding ballot measure language to review?
- Mayor Micciche has publicly stated many times that the Borough does not need more money so why sponsor an ordinance to raise more revenue?
- With no apparent need for new revenue, what is the rush to have a new tax on the ballot this fall?

- Is a seasonal sales tax that taxes all residents, businesses, and visitors actually better for our constituents than a bed tax that only taxes visitors?
- Should we consider “no action” which was also a recommendation from the TIWG?
- Is language like “Net-Neutral” an opinion in this case rather than fact as the data presented in the TIWG made assumptions that resident spending is the same in the summer as it is in the winter? Should more information be gathered to determine the true cost to community members?
- Is more information needed to determine the outcome for all residents as data from the TIWG meeting also showed that renters will be in the negative for the year if the Borough were to switch to a season tax and not give a residential housing tax exemption?
- Why would residents be okay with an increase of 1% on unprepared food in the summer when they do not get the benefit of the 2% sales tax in the winter (it is already 0% during those months)?
- Will residents be okay with paying more for personal construction projects in the summer, when most are done?
- Would a seasonal sales tax, paid by visitors and residents, be more likely to be approved by voters than a lodging tax paid by visitors?
- Why weren’t these questions discussed by this Tourism Industry Working Group before submitting a final report to the Assembly if a seasonal tax is the recommendation?

I am not requesting that the Assembly bring forward a lodging tax ordinance at this time as Mayor Micciche has made it clear that the Borough does not need new revenue. I have attached the DRAFT lodging ordinance that Chair Micciche and Vice-Chair Cooper chose not to discuss and a spreadsheet comparing a 12% lodging tax to a 2% - 4% seasonal sales tax. This spreadsheet was shared with the TIWG to prove the point that a lodging tax and seasonal sales tax create very similar outcomes.

They both increase revenue for the Kenai Peninsula Borough by adding a tax that will take into account tourist activity throughout our summer months. They both require businesses to modify their processes with regard to collection of the taxes. They would both also allow the borough to consider a mill rate reduction. **The one large difference between a lodging tax and Ordinance 2025-15 is that the Ordinance 2025-15 seasonal tax would change how residents of the borough are taxed.**

If the Assembly believes we need more revenue, the questions that must be answered are:

Would your constituents be more comfortable with a tax targeting visitor to the Kenai Peninsula resulting in no change to our current sales tax of 3%?

or

Would your constituents prefer a broad-based sales tax targeting a specific season in which local residents and visitors share the tax burden?

or

Is “no action” without more information actually the most responsible conclusion at this time?

If you have questions concerning the need for and repercussions of Ordinance 2025-15, your consideration of this resolution is appreciated.

Included Documents:

COX Comparison Spreadsheet (Given to TIWG)
COX Draft Lodging Tax Ordinance (Given to TIWG)
2024 Lodging Tax Fiscal Note (From Resolution 2024-29)
2025 Tourism Industry Working Group Final Report (TIWG Final Meeting)

Cox Analysis of Borough Administration Created - Tourism Industry Working Group - Draft Final

	Cox Draft Ordinance for 12% Lodging Tax	Mayor Micciche Seasonal Sales Tax Plan (2% Winter, 4% Summer)
\$500 Daily Cap for short-term lodging per unit/per night	No Cap. 12% calculated on cost of entire stay. Tax structure remains the same for winter and summer.	\$500 Daily Cap to remain. Max sales borough sales tax per day \$10 in the winter & \$20 in the summer.
Increased Borough Revenue	Increased revenue of \$5.28 million annually while increasing costs to residents only if they utilize short-term lodging on the Kenai Peninsula.	Increased revenue of \$4.47 million annually while increasing sales tax to all residents by 1%.
Purpose of the Tax	Lodging tax collection ensuring that visitors contribute proportionally higher and fairly to public services without additional sales tax to residents.	Higher tax collection in the summer months aligns with peak tourism, ensuring that visitors, and residents, contribute proportionally higher to public services.
Higher Summer Tax Rate of 4%	Does not tax residents at a higher rate for sales including unprepared food and construction project supplies.	Taxes sales at a higher rate when tourism activity is at it's highest. Also taxes residents at a higher rate for sales including unprepared food and construction project supplies.
Lower Winter Tax Rate of 2%	Tax rate would remain at 3% for sales and unprepared food would remain at 0%.	The tax burden would be reduced on year-round residents, making the aggregate annual tax impact easier for locals, except on unprepared food which would remain at 0%.
Alignment with Seasonal Demand for Services	A lodging tax ensures visitors pay for a portion of services during peak summer months (July-September) to account for increased activity for emergency services and waste management, as well as heavier traffic.	A seasonal sales tax increase ensures visitors and residents pay more for services during peak summer months (July-September) to account for increased activity for emergency services and waste management, as well as heavier traffic.
Lower Winter Sale Tax Costs	Sales tax would remain at 3% on all items except unprepared food, which would be 0%.	Sales tax would be 2% on all items except unprepared food which would be 0%.
Potentially Lower Property Taxes	Ordinance includes a purpose statement for at least a 0.2 mill reduction of mill rate.	Higher sales tax would most likely result in a lower mill rate.
Additional KPB Tax Personnel	One position accounted for in the fiscal note. Increased revenue would still be \$5.28 million.	No new position accounted for, may not be needed.
Burdensome Accounting for Business Owners	Less of a burden than having to calculate a daily \$500 cap for short-term lodging per unit/per day as conventional software can easily accommodate a 12% lodging tax for the entire stay of a guest.	\$500 daily cap would remain, except now business owners would have to calculate 2% or 4% to a cap of \$500 depending on the season.

	Cox Draft Ordinance for 12% Lodging Tax	Mayor Micciche Seasonal Sales Tax Plan (2% Winter, 4% Summer)
KPB already has adequate revenue, but this proposal allows for tax reductions and an offset to local taxpayers.	The ordinance would allow for the borough to lower the mill rate.	A seasonal tax would allow for the borough to lower the mill rate.
Increased costs could potentially discouraging visitors.	This is possible, but there has not been evidence provided.	This is possible, but there has not been evidence provided.
Small lodging providers may struggle to absorb or pass on the cost of the tax.	This was not discussed in the working group. No small lodging operators were asked to participate.	This was not discussed in the working group. No small lodging operators were asked to participate.
Working with cities to level the playing field inside & outside of their limits	The ordinance is designed to work with cities as partners as the business owners in the cities are residents of the borough as well.	The seasonal sales tax does not make reference to any consideration of the impact to KPB cities.
New Software for Implementation	Software is accounted for in the fiscal note. Increased revenue would still be \$5.28 million.	No new software accounted for, may not be needed.
Taxing a Single Industry (Tourism)	Ordinance includes 20% (\$1.05M)/yr of lodging tax to be used to fund promotion and advertisement of tourism on the Kenai Peninsula.	Taxes both, tourist and residents at a higher rate in the summer.
Hotels, lodges, and short-term rentals would face extra administrative burdens	Operators would have an additional form to complete.	Operators would need a new or modified form to complete for the new seasonal tax structure.
Travelers staying in regions with multiple overlapping tax zones may be confused by their billing	This is unlikely as travelers already see this when they stay throughout the borough inside and outside of cities.	This is unlikely as travelers already see this when they stay throughout the borough inside and outside of cities.
Businesses located in multiple overlapping tax zones will experience a greater tax reporting burden	This is unlikely as businesses already see this when they operate throughout the borough inside and outside of cities.	This is unlikely as businesses already see this when they operate throughout the borough inside and outside of cities.
Over reliance on a particular tax revenue presents risks to reliable budgeting	A lodging tax in conjunction with sales and property tax allows for multiple stream of revenue to offset each other in downturns in a particular sector.	A seasonal tax is just more reliance on sales tax which can fluctuate significantly due to seasonal trends, economic downturns, or unexpected disruptions in the economy.

	Cox Draft Ordinance for 12% Lodging Tax	Mayor Micciche Seasonal Sales Tax Plan (2% Winter, 4% Summer)
COX CONCLUSION:	<p>Lodging tax and seasonal sales tax create very similar outcomes. They both increase revenue for the Kenai Peninsula Borough by adding a tax that will take into account tourist activity throughout our summer months. They both require businesses to modify their processes with regard to collection of the taxes. They would both also allow the borough to consider a mill rate reduction. The one large difference is that the Mayor Micciche's seasonal tax plan would change how residents of the borough are taxed. Why would residents be okay with an increase of 1% on unprepared food in the summer when they do not get the benefit of the 2% sales tax in the winter (it is already 0%)? Will residents be okay with paying more for personal construction projects in the summer, when most are done? Does the Mayor plan to have this seasonal tax be on this year's ballot? Would a seasonal sales tax, paid by visitors and residents, be more likely to be approved by voters than a lodging tax paid by visitors? Are these questions that should be discussed by this Tourism Industry Working Group before submitting a final report to the Assembly?</p>	

Introduced by: Cox

Date:

Hearings:

Action:

Vote:

DRAFT

KENAI PENINSULA BOROUGH ORDINANCE 2025-__

AN ORDINANCE AMENDING THE BOROUGH'S SALES TAX CODE TO LEVY A 12 PERCENT TAX ON THE RENTAL OF TEMPORARY LODGING AND OVERNIGHT CAMPING FACILITIES, EXEMPT THESE RENTALS FROM THE GENERAL SALES TAX AND CAP, ALLOW CITIES THAT LEVY A SIMILAR SALES TAX TO EXEMPT UP TO ONE-HALF OF THE BOROUGH'S TAX ON THESE RENTALS, AND LOWER THE MILL RATE BY AT LEAST 0.2 MILL FOR FISCAL YEAR 2027, SUBJECT TO VOTER APPROVAL

WHEREAS, the Kenai Peninsula Borough (KPB) must diversify its sources of revenue to help protect the fund balance of the General Fund from variables such as minimized tax revenues due to the KPB's tax exemptions, declining state assistance to municipalities, increasing reliance on borough funding for public education, and a low sales tax cap (especially when inflation is considered); and

WHEREAS, currently, 49 Alaska municipalities including cities and boroughs, levy a temporary lodging tax, also known as a bed tax, lodging tax, or transient accommodations tax, in addition to other sales taxes, with lodging tax rates ranging from a low of 4 percent to a high of 12 percent; and

WHEREAS, of the 19 organized boroughs in Alaska only the Kenai Peninsula Borough, Aleutians East Borough, North Slope Borough, and North West Arctic Borough do not levy a specific tax rate on temporary lodging; and

- WHEREAS,** of the 5 most populated boroughs in Alaska (Anchorage Borough, Matanuska-Susitna Borough, Fairbanks North Star Borough, Kenai Peninsula Borough, and Juneau Borough) only the Kenai Peninsula Borough does not levy a specific tax on temporary lodging; and
- WHEREAS,** like the other 4 most populated boroughs in Alaska, the economy of the Kenai Peninsula Borough relies heavily on the several hundred thousand visitors who travel to the Kenai Peninsula each year; and
- WHEREAS,** the influx of people enjoying the Kenai Peninsula, specifically during the warmer months, results in an increased demand on the public services offered within the borough; and
- WHEREAS,** impacted KPB services include solid waste, roads, recreational & senior citizen services, 911 & emergency services, hospital services, and disaster services; and
- WHEREAS,** while 80% of the revenue generated from this additional sales tax on temporary lodging and overnight camping facilities would currently be used for educational purposes, it would make other borough revenues available to offset these visitor costs, help maintain the fund balance, and lower the KPB's areawide mill rate as appropriate; and
- WHEREAS,** the Assembly also recognizes a need to increase funding for the the promotion and advertising of tourism on the Kenai Peninsula; and
- WHEREAS,** if approved by the voters, 20% of sales tax collected from temporary lodging and overnight camping facilities will be used to fund promotion and advertisement of tourism on the Kenai Peninsula; and
- WHEREAS,** this ordinance revises the definition for the term "temporary lodging" to clarify and specify services that will be subject to a temporary lodging tax;
- WHEREAS,** a temporary lodging tax of 12 percent is estimated to generate an approximate net gain of \$854,289* in FY2027, \$5,286,883* in FY2028, and \$5,281,320* in FY2029, not including any additional revenue collected from overnight camping facilities; and *(*subject to change with new fiscal note from the finance dept)*
- WHEREAS,** the tax cap of \$500 on sales in the borough, outlined in KPB 5.18.430, will not apply to the tax levied on temporary lodging, but will continue to apply to all others sales as described; and
- WHEREAS,** to support cities choosing to levy a similar tax and encourage even application throughout the borough, this ordinance exempts from the KPB's 12 percent

temporary lodging tax in an amount equal to a similar city tax of up to one-half of the KPB's temporary lodging tax; and

WHEREAS, this ordinance also specifically empowers all first class and second class cities within the KPB with the ability to levy a temporary lodging tax pursuant to AS 29.45.700(a); and

WHEREAS, voter approval is required to increase the sales tax rate

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

SECTION 1. That KPB 5.18.100 is hereby amended as follows:

5.18.100. General—Levied—Amount.

- A. There is levied by the borough a consumer's sales tax of up to 3 percent maximum rate on all retail sales, on all rents, and on all services made or rendered within the borough, measured by the gross sales price of the seller.
- B. In addition to the tax levied in Subsection A of this section, there is levied in the borough a sales tax on the rental of temporary lodging and overnight camping facilities of up to 12 percent of the rental price of all such rentals within the borough, except as specifically exempted herein. KPB 5.18.430 does not apply to the tax levied in this Subsection. In accordance with KPB 5.18.500, sellers under this Subsection must file a sales tax return on a form prescribed by the borough.
- C. In addition to the sales taxes levied by the borough, any municipality within the borough may levy a consumer's sales tax and a temporary lodging and overnight camping facilities tax that may be included in their general sales tax, taxed separately, or both, as provided by Alaska Statute which shall be reported, collected, and enforced according to the terms of this chapter.

SECTION 2. That KPB 5.18.110(A) is amending as follows:

5.18.110(A). General—Proceeds—Use for school purposes—Payment to cities.

- A. The net proceeds from the taxes collected by the borough pursuant to this chapter shall be used exclusively for borough school purposes, except for 20% of the tax collected from temporary lodging and overnight camping

facilities which will be designated to be used for the promotion and advertisement of tourism on the Kenai Peninsula.

SECTION 3. That KPB 5.18.200(A) is amending by amending paragraph 22 as follows:

5.18.200. Exemptions/waivers—Exemptions.

A. The following classes of retail sales, services and rentals are exempt:

...

22. The rental of temporary lodging and overnight camping shall be exempt from the borough general sales tax levied pursuant KPB 5.18.100(A).

SECTION 4. That the Kenai Peninsula Borough Code of Ordinances is hereby amended by adding a new section to be numbered KPB 5.18.215 which shall read as follows:

5.18.215. Exemptions/waivers—Temporary lodging within cities in the borough.

Rentals of temporary lodging and overnight camping facilities within any city in the borough are exempt from the borough's temporary lodging and overnight camping facilities tax in an amount equal to a similar temporary lodging and overnight camping facilities tax that is either levied separately from or included in the city's general sales tax, or both, with a maximum total exemption of one-half of the borough's temporary lodging tax.

SECTION 5. That KPB 4.18.900, Definitions, is hereby amended by adding an overnight camping facilities definition and by amending the temporary lodging definition:

5.18.900. Definitions.

When not clearly otherwise indicated by the context, the following words and phrases, as used in this chapter, have the following meanings:

...

"Overnight camping facilities" means places used for temporary overnight stays including campgrounds and places providing spaces for recreational vehicles, caravans, trailers, other vehicles, tents, or other items used for overnight shelter.

"Temporary lodging" [IS DEFINED AS] means a service to provide any structure or portion of a structure, permanent or temporary, fixed or mobile, in which a person, for money or other consideration, may obtain lodging, dwelling, or

sleeping accommodations for less than one month. This term includes hotels, apartment hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming houses, hostels, trailers, bed and breakfasts, overnight camping facilities, dormitories except as excluded below, and any other facility, structure, or room of whatever name where space for lodging, dwelling, or sleeping may be secured for consideration. "Room" excludes any self-contained and powered motor home or tent not provided by the seller, tent or tent space, hospital, medical clinic, sanitarium, or nursing home; or any student dormitory operated by a non-profit or public educational entity.

SECTION 6. That a resolution describing how the 20% collected from temporary lodging and overnight camping will be used to promote and advertise tourism on the Kenai Peninsula be approved by July 1, 2027.

SECTION 7. That a purpose of this tax is for the Assembly to use the first year revenue in a manner that results in a reduction of the Kenai Peninsula Borough real property tax by at least 0.2 mill for fiscal year 2027 as compared to the mill levy for fiscal year 2026.

SECTION 8. That a ballot proposition shall be placed before borough voters at the regular election on October 7, 2025 to read as follows:

Shall Ordinance 2025-____ be approved?

Ordinance 2025-____ :

- Establishes a borough sales tax of up to 12 percent on temporary lodging and overnight camping with no daily sales cap of \$500;
- Includes a legislative purposes statement for the Kenai Peninsula Borough to reduce real property tax by at least 0.2 mill for fiscal year 2027 from that of fiscal year 2026;
- Designates that 20% of amount collected from temporary lodging and overnight camping to be used to promote and advertise tourism on the Kenai Peninsula;
- Designates that 80% of amount collected from temporary lodging and overnight camping will be used for borough school purposes;
- Exempts temporary lodging and overnight camping rentals from the current borough general sales tax of 3 percent;
- Specifies that cities choosing to levy a similar sales tax on temporary lodging and overnight camping will be exempt up to one-half of the borough's tax on

these rentals with the intent of helping to level the temporary lodging rates inside and outside of the cities in the borough;

- Becomes effective April 1, 2026.

Yes _____ A “yes” vote means you approve of a borough tax on rentals of temporary lodging and overnight camping facilities of up to 12 percent instead of the general sales tax on these rentals. Up to one-half of the borough’s temporary lodging tax would be exempted in Cities within the borough that have a similar tax levy.

No _____ A “no” vote means you oppose a borough tax on rentals of temporary lodging and overnight camping facilities of up to 12 percent instead of the general sales tax.

SECTION 9. That Sections 8 of this ordinance shall become effective immediately. Sections 1, 2, 3, 4, 5, 6, and 7 of this ordinance shall become effective April 1, 2026, only if the proposition described in Section 8 is approved by a majority of the qualified voters voting on the question at the regular election held on October 7, 2025.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THE
____TH DAY OF _____ 2025.**

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Fiscal Note			
Kenai Peninsula Borough Fiscal Year 2024	Ordinance/Resolution: Fiscal Note Number: Publish Date:	Ord _____ 6/18/2024	
Title: Levy areawide 12% Bed Tax, exempt these rentals from general sales tax and allow cities that levy a similar sales tax to exempt up to one half of the borough's tax on these rentals EFFECTIVE 1/1/2026		Department: Assembly	
Sponsor(s): Assembly members: Cox & Hibbert			
Expenditures/Revenues Note: Amounts do not include inflation unless otherwise noted below.			
	Current Year Estimate	Year 2 Estimate	Current Year Estimate
Operating Expenditures to Borough	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
Personnel <i>1 FTE Program Manager</i>	234,855	198,666	204,229
Supplies <i>Misc.</i>	200	200	200
Services <i>Printing, Adv, trvl, postage</i>	7,251	7,251	7,251
Capital Outla <i>Software</i>	859,740	107,000	107,000
Other <i>Wkstation/Tools/scanner</i>	3,665	-	-
Total Operating + Capital Cost to Borough	1,105,711	313,117	318,680
Estimated Revenues for the Borough	1,960,000	5,600,000	5,600,000
Net annual impact to the Borough	854,289	5,286,883	5,281,320
Estimated Revenues for ea. Incorporated City w/in Borough:			
Kenai	47,250	135,000	135,000
Homer	70,000	200,000	200,000
Seldovia	-	-	-
Seward	-	-	-
Soldotna	124,950	357,000	357,000
Number of Positions			
Full-Time	1	1	1
Part-Time			
Temporary	1		
Estimated Supplemental Funding: <div style="display: inline-block; border: 1px solid black; padding: 2px 10px; margin-left: 10px;">1,105,711</div>			
ASSOCIATED REGULATIONS			
Will the legislation result in procedural or regulation changes within a department?			(Y) N (circle one)
If yes, by what date are the regulations to be adopted, amended or repealed?			1/1/2026
Supplemental appropriation will be needed for personnel, to change the sales tax form, make changes to the sales tax			
Prepared By: Brandi Harbaugh, Finance Director		<i>Brandi Harbaugh</i>	



TOURISM INDUSTRY WORKING GROUP

FINAL REPORT

MAY 2025

MEMBERS

Industry Representatives:

Carol Fraser, Duane Bannock, Tom Tougas,
Jonathan Faulkner, Alternate

Community Members:

Denis Hippert, Donna Hall, Larry Opperman,
Sargeant Truesdell, Donald St. John,
Alternate

Ex-Officio Members:

Borough Mayor Peter A. Micciche-Chair,
Assembly Vice President Kelly Cooper-Vice
Chair, Assembly Member Cindy Ecklund

Goals and Objectives

The Tourism Industry Working Group (TIWG) was formed to assess the economic and operational impacts of tourism in the Kenai Peninsula Borough (KPB) and explore revenue mechanisms that ensure a fair distribution of costs associated with visitor activity. Over the winter season, the TIWG analyzed data related to the overall benefits and perceived KPB-related impacts, including sales tax revenue, emergency services, solid waste management, direct economic and employment benefits, current trends related to tourism on the Kenai, and the cruise industry's role in our local economy. The following report outlines our findings and recommendations for your consideration.



KEY PRESENTATIONS

TIWG had the opportunity to explore a range of topics through insightful presentations. Below is a list of the key presentations delivered during our meetings.

- 1/29/2025: KPB Sales Tax and Tourism – Brandi Harbaugh, Finance Director
- 1/29/2025: KPB Solid Waste – Data provided by Tim Crumrine, Acting Director
- 1/29/2025: Tourism in the KPB – Cassidi Cameron, KPEDD Executive Director; Caitlin Coreson, KPEDD Program Manager; Andy Wink, Wink research and Consulting
- 2/26/2025: KPB Emergency Services – Brandi Harbaugh, Finance Director
- 2/26/2025: Seasonal Sales Tax, 2% and 4% Model – Brandi Harbaugh, Finance Director
- 2/26/2025: Cruise Lines International Association in Alaska – Renee Reeve, Government & Community Relations

Tourism Economic Contributions

- Not including indirect benefits associated with gig employment and property value investment increases due to tourism related infrastructure, tourism contributes nominally 11% of the borough's economy.
- An estimated 5,900 direct tourism jobs exist in the private sector, accounting for 21% of the total.
- Tourism earnings in KPB are valued at \$152.3 million annually, with major sectors including:
 - Restaurants & Bars: \$57.8M
 - Accommodations: \$42.8M
 - Water Transport & Sightseeing: \$26.4M
- Sales tax revenue generated from tourism-related businesses is estimated between \$5.6M-\$10.3M annually (12-22%).
- Historically, a significant proportion of KPB residents are former tourists to the region who chose to become residents and join our workforce.
- Cruise passengers significantly contribute to local economies; analysis of visitor spending in Juneau estimates visitors spend \$232 each and expectations are likely similar on the Kenai, although have not been directly studied.

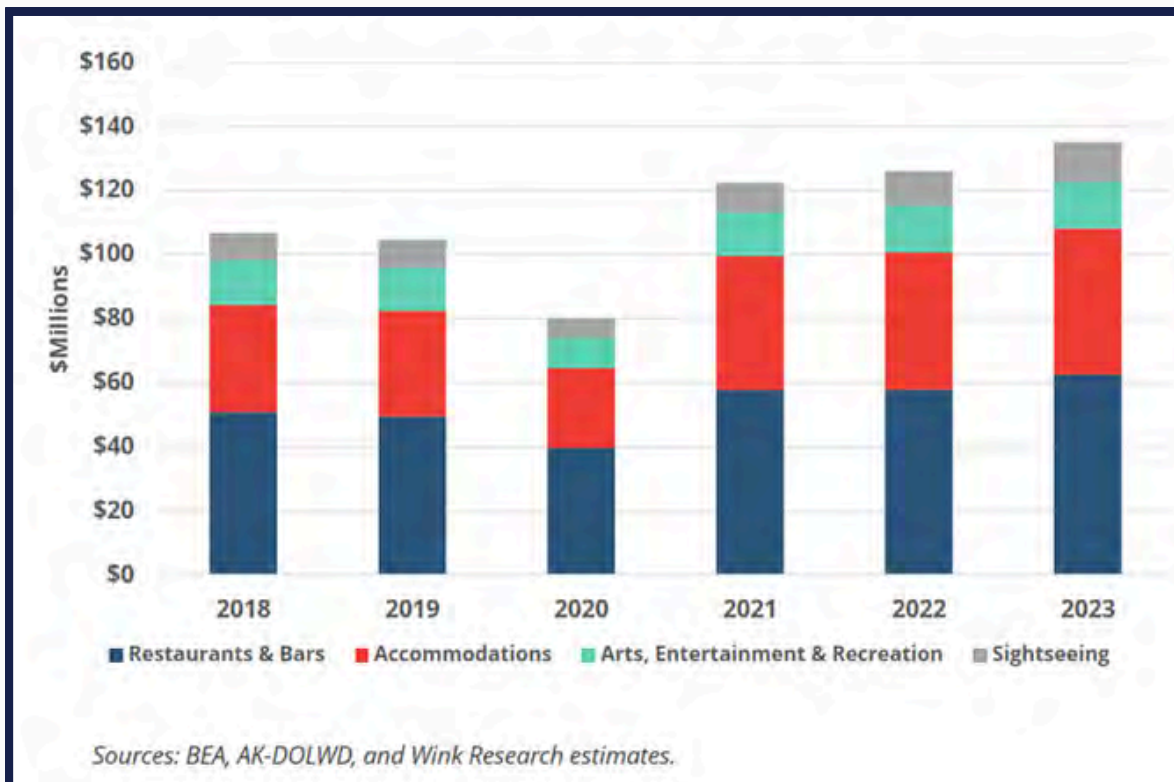
Tourism Direct Economic Contribution to KPB Economy - 2022

Tourism Sectors	Peak Employment	Avg. Monthly Employment	Earnings (\$M)
Specialty Retail Trade*	528	440	\$10.6
Water Transport & Sightseeing	710	335	\$26.4
Arts, Entertainment & Recreation	901	541	\$14.7
Accommodations	1,552	912	\$42.8
Restaurants & Bars	2,231	1,631	\$57.8
Tourism Sector Total	5,922	3,859	\$152.3
KPB Private Sector Total	28,472	-	\$1,423.0
KPB Tourism Pct.	21%		11%

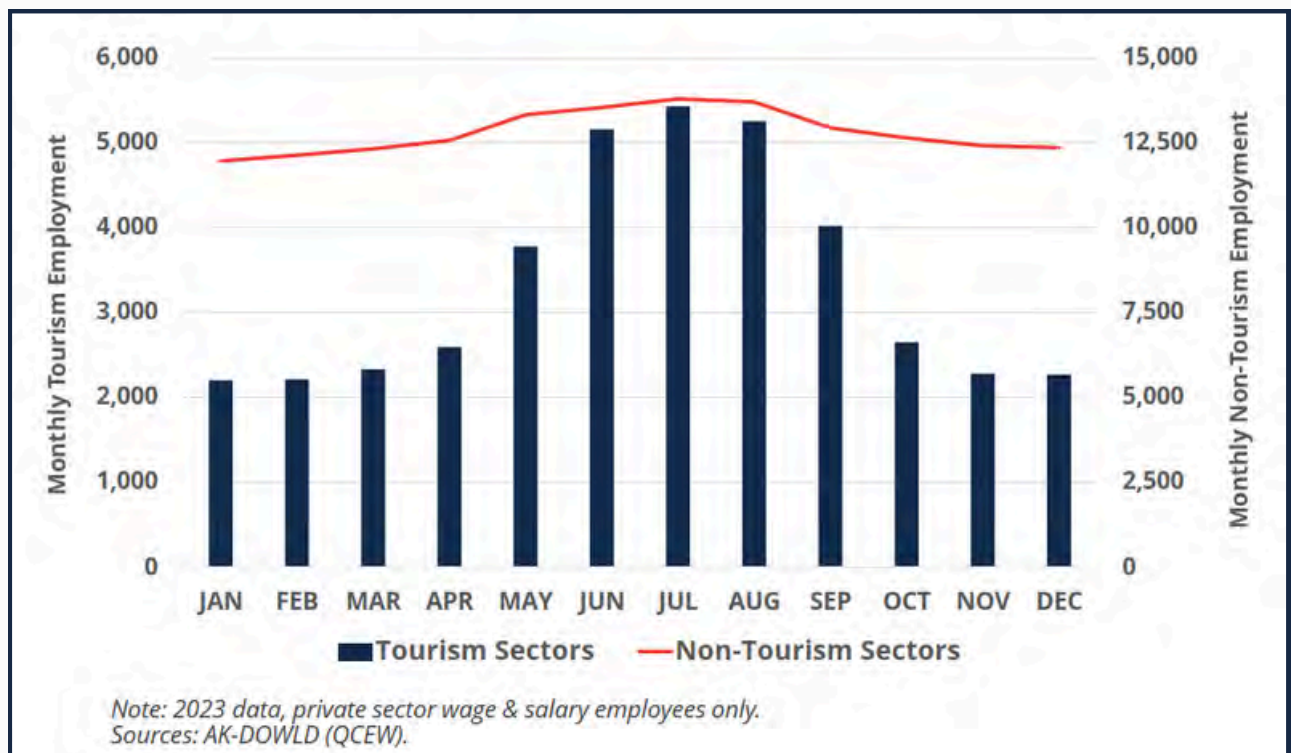
*Clothing, Accessories, Sporting, Hobby & Musical Instrument retailers.

Sources: BEA, AK-DOLWD & Wink Research estimates.

KPB TOURISM EARNINGS BY SECTOR



SEASONALITY OF TOURISM EMPLOYMENT



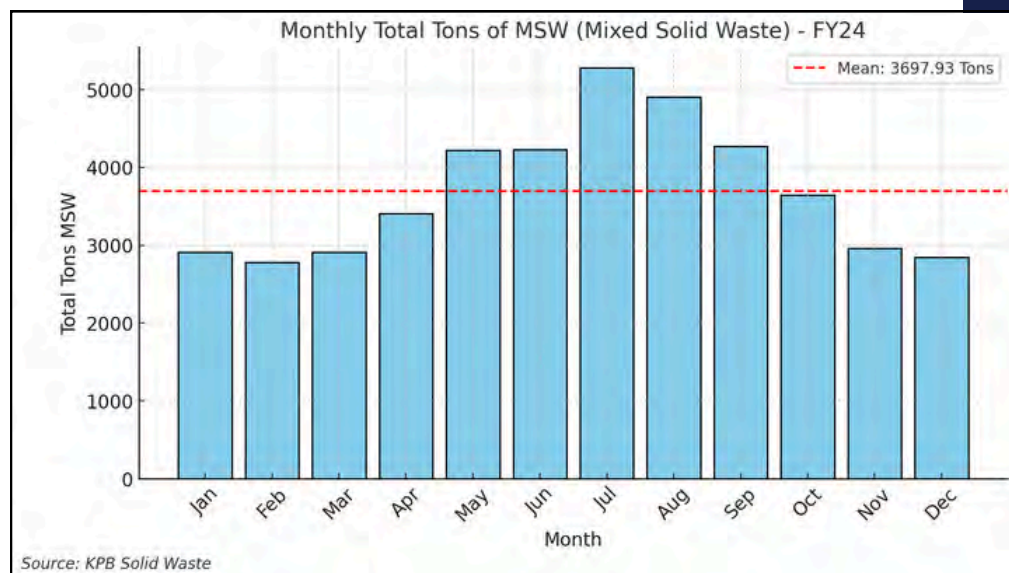
Public Services- High Seasonality

Seasonal fluctuations in service demand occur naturally, with the summer months also bringing increased resident activity across the region. These increases reflect a combination of factors, including seasonal employment, construction, outdoor recreation, and overall population movement. Emergency services experience a 5% seasonal increase, resulting in an estimated \$1.38 million in expenditures, while solid waste management sees a 10% seasonal rise, with expenditures estimated at \$1.29 million. At the same time, tourism-related businesses generate an estimated \$5.6 million to \$10.3 million annually in sales tax revenue—representing 12% to 22% of total collections—which significantly exceeds the combined seasonal costs of emergency services and solid waste.

Bottom line: The Kenai Peninsula Borough does not subsidize tourism. Rather, tourism supports the overall economic health of the region in direct cash infusion for KPB services through sales tax; into general private sector infrastructure investment, which results in additional property tax; and through a significant proportion of private sector employment.

SOLID WASTE

- Solid Waste FY25 Total Expenditures and Operating Transfers: \$12,931,000.
- KPB Solid Waste processes 44,375.17 tons of mixed solid waste annually.
- Waste generation peaks during the summer months of July (5,282.72 tons) and August (4,906.78 tons).
- While tourism is a contributing factor, it is not the sole driver of increased waste. The upward trend begins in April (3,408.86 tons), followed by a significant jump in May (4,219.51 tons)—well before the peak tourism months of June, July, and August.
- The average monthly tonnage is 3,697.93.
- **4,418.28 tons are above the mean, reflecting a 10% seasonal increase—\$1.29M estimated expenditure with all dollars above the mean being conservatively applied specifically to tourism.**



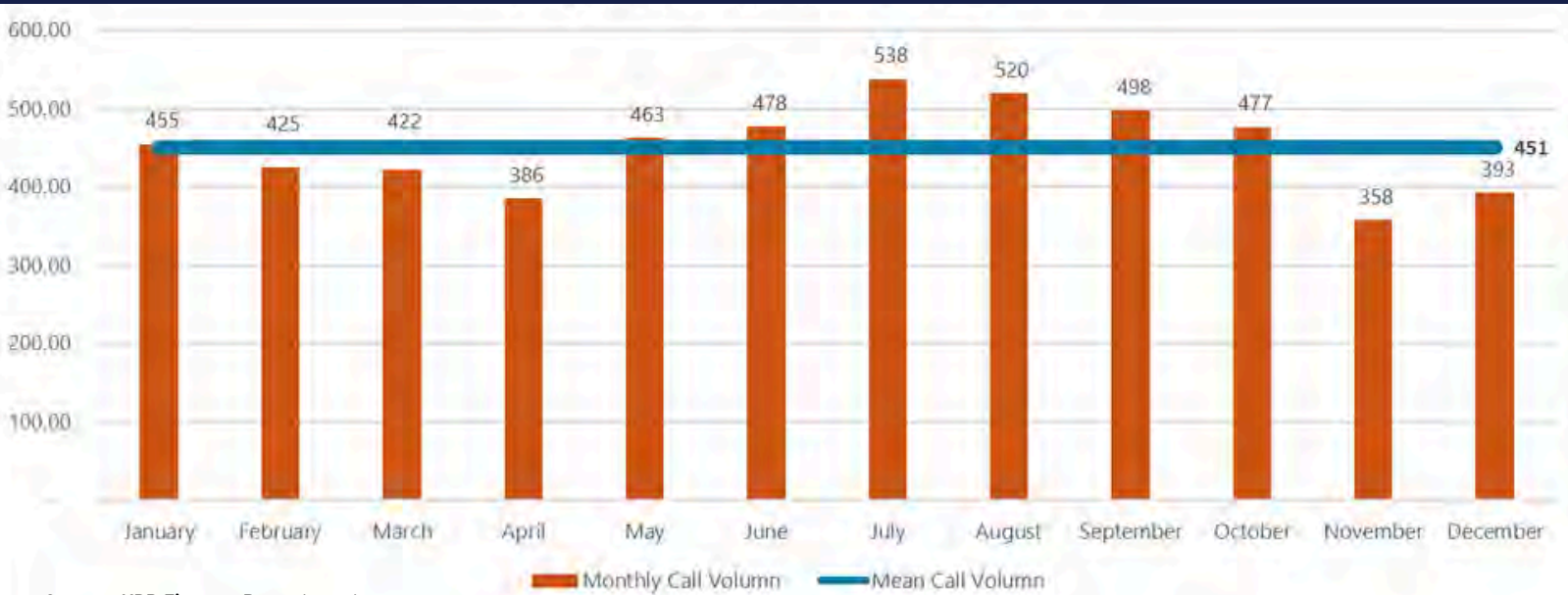
EMERGENCY SERVICES

- Total Annual Call Volume: The total number of EMS and Fire calls for the year is 5,400.
 - \$27.39M expenditure annually
- Bear Creek Emergency Services (BC): 142 calls annually
 - \$1.65M expenditure annually
- Western Emergency Services (WES): 652 calls annually
 - \$3.1M expenditure annually
- Central Emergency Services (CES): 3,164 calls annually
 - \$13.57M expenditure annually
- Kachemak Emergency Services (KESA): 265 calls annually
 - \$1.98M expenditure annually
- Eastern Peninsula Highway Emergency Services Area (EPHESA): 85 calls annually
 - \$366.9K expenditure annually
- Nikiski Fire Service Area (NFSA): 1,105 calls annually
 - \$6.72M expenditure annually



- Mean Call Volume: The average (mean) monthly call volume is 451.
- **Annual call volume includes 272 calls above the monthly average, reflecting a 5% seasonal increase—\$1.38M expenditure with all dollars above the mean being conservatively applied specifically to tourism.**

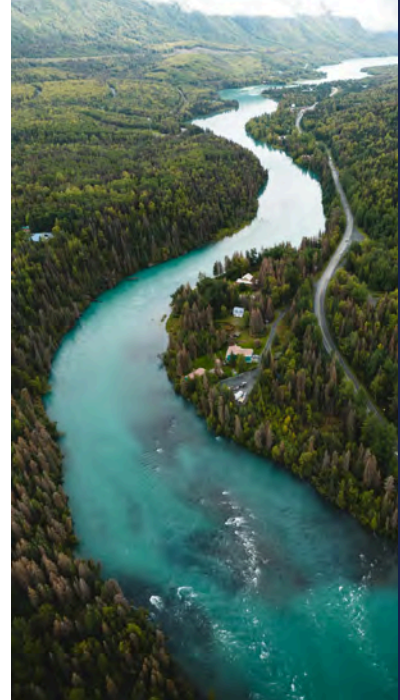
KPB Fire & EMS Call Monthly Volume- Actual vs. Seasonal



Source: KPB Finance Department

Lodging Tax Implications

- Lodging establishments and many tourism-related services already pay a premium of sales taxes to the KPB due to the per unit/per night tax cap, versus other services paying on a total bill \$500 cap basis. That value is not included in the previous numbers, according the KPB Finance amount up to approximately \$3.5 Million annually.
- Lodging taxes increase accommodation costs for guests, potentially discouraging visitors—especially in competitive or price-sensitive markets.
- Small lodging providers may struggle to absorb or pass on the cost of the tax, unlike larger hotel chains. Destinations with higher taxes risk losing tourists to nearby areas with lower rates. Although there are KPB cities that have chosen to tax lodging, the KPB has no responsibility to level a playing field laced with negative impacts.
- KPB cities that have chosen to adopt lodging taxes provide direct tourism-related services such as parks, boat launches, campgrounds, river walks, etc. The 2nd Class Kenai Peninsula Borough does not have the recreation powers to provide such services.
- The Kenai Peninsula Borough would incur significant costs for new software to track and manage this new tax stream as well as additional personnel to handle the increased workload in this very lean municipal operation.
- Hotels, lodges, and short-term rentals would face extra administrative burdens, including completing both traditional sales tax forms and separate forms for the lodging tax.
- Travelers staying in regions with multiple overlapping tax zones may be confused by their billing.
- Businesses located in multiple overlapping tax zones will experience a greater tax reporting burden.
- Taxing a single industry—particularly lodging—more heavily than others may create an imbalance, especially when tourism activity supports a wide range of businesses, with retail being among the largest during peak seasons.
- Becoming overly reliant on bed tax revenue, which can fluctuate significantly due to seasonal trends, economic downturns, or unexpected disruptions in the tourism industry, presents risks to reliable budging.
- Finally, and most importantly, the KPB cannot justify the need for more revenue. In fact, the reverse is true since the KPB currently holds over \$10 Million in excess unreserved general funds above the \$32 Million maximum reserves; tax dollars that should be gradually returned to taxpayers. However, there are other options to consider that will offset revenue, provide for economic development and allow significant tax reductions to our residents.



Seasonal Sales Tax Benefits

2% Winter, 4% Summer Model

The KPB Administration has been evaluating options available to protect residents from rapidly rising real property valuation and the resulting tax burden. One option that delivers value to locals while not penalizing visitors and the tourist industry includes implementing a seasonal sales tax structure. Under evaluation is revising a 3% sales tax all year to a 2% October to March and 4% April to September to sales tax, which provides several financial and economic advantages for Borough residents.



Current Model

SalesTax - TXBL Sales			down (0.03)	SalesTax - TAX		
Reported Txbl	FY24	FY25		Reported Txbl	FY24	FY25
July-Sep 23	552,664,728.00	538,677,066.00		July-Sep 23	16,579,941.84	16,160,311.98
Oct-Dec 23	258,532,402.00	250,776,429.94		Oct-Dec 23	7,755,972.06	7,523,292.90
Jan-Mar 24	233,803,744.00	226,789,631.68		Jan-Mar 24	7,014,112.32	6,803,688.95
Apr-Jun 24	397,650,641.00	385,721,121.77		Apr-Jun 24	11,929,519.23	11,571,633.65
	1,442,651,515.00	1,401,964,249.39			43,279,545.45	42,058,927.48
				Remote	4,000,000.00	
						46,058,927.48

2% Oct-Mar, 4% Apr-Sep

SalesTax - TXBL Sales			down (0.03)	SalesTax - TAX		
Reported Txbl	FY24	FY25		Reported Txbl	FY24	FY25
July-Sep 23	552,664,728.00	538,677,066.00		July-Sep 23	16,579,941.84	21,547,082.64
Oct-Dec 23	258,532,402.00	250,776,429.94		Oct-Dec 23	7,755,972.06	5,015,528.60
Jan-Mar 24	233,803,744.00	226,789,631.68		Jan-Mar 24	7,014,112.32	4,535,792.63
Apr-Jun 24	397,650,641.00	385,721,121.77		Apr-Jun 24	11,929,519.23	15,428,844.87
	1,442,651,515.00	1,401,964,249.39			43,279,545.45	46,527,248.74
				Remote	4,000,000.00	
						50,527,248.74
				Additional Rev		4,468,321.26

Source: KPB Finance Department

Increase Revenue Generation

- The current year-round 3% model generates \$46.06 million in total sales tax revenue.
- The proposed seasonal 2-4% model increases revenue to \$50.53 million, resulting in an additional \$4.47 million annually.
- Higher tax collection in the summer months aligns with peak tourism, ensuring that visitors contribute proportionally higher and fairly to public services.

Fair Tax Distribution

- A higher summer rate (4%) ensures that the bulk of revenue is generated when tourism activity is at its highest.
- A lower winter rate (2%) reduces the tax burden on year-round residents, making the aggregate annual tax impact easier for locals.

Alignment with Seasonal Demand for Services

- Peak summer months (July-September) bring increased activity for emergency services and waste management, as well as heavier traffic.
- A higher sales tax during these months ensures that visitors are paying more than their share for the services they use.

Local Benefits for Residents

- Lower winter sale tax costs
- Lower property taxes
- No need for new KPB Tax Personnel
- No burdensome accounting for business owners
- KPB already has adequate revenue, but this proposal allows for tax reductions and an offset to local taxpayers.



Recommendations/Conclusion

After a winter of expert presentations, careful evaluation, analysis of factual data, and extensive discussion, the Tourism Industry Working Group unanimously supports this report and the following three recommendations for the Kenai Peninsula Borough (KPB) Assembly to consider:

- The first recommendation is that a bed/lodging tax is not supported by members of the TIWG. The two primary reasons given by Assembly sponsors of this tax were that more revenue was needed and that tourism is subsidized by KPB taxpayers. Neither of these assertions proved to be true. KPB taxpayers do not subsidize tourism (in fact the reverse is true), and the KPB does not need additional revenue at this time or for the foreseeable future (see page 7).
- The second recommendation is for the Assembly to evaluate and consider a seasonal sales tax (see page 8 of the report) for placing the question on the ballot for KPB voters. Tourism plays a crucial role in KPB's economy, generating substantial revenue and employment opportunities. Implementing the 2% winter and 4% summer seasonal sales tax would ensure that visitors contribute more than their fair share without placing undue strain on the tourism industry. A seasonal sales tax model would either maintain or lower the sales tax burden on residents, and capitalize on the economic contributions of tourism in providing for the financial needs of residents through the funding of public services. By leveraging higher visitor spending in the summer while relieving financial pressure on locals in the winter, this structure generates a sustainable and equitable revenue solution for residents and the KPB. Adjusting the tax rate during peak tourism months would provide at least \$4.5 million in revenue that should be shared with residents through property tax reductions. Aside from property tax relief, a portion of these funds could be employed to further promote KPB as a travel destination.
- The third recommendation is a "no action" alternative. The no-action alternative reflects the view that visitors to the Kenai Peninsula Borough are already contributing significantly more toward KPB services than they use. Under this option, the Assembly would not pursue a targeted new tax, recognizing that current contributions from the tourism sector are more than sufficient to support existing public services.

In conclusion, the Tourism Industry Working Group respectfully presents these options for the Assembly's consideration: No bed/lodging tax; implementation of a seasonal sales tax; or take no action at this time. These options are grounded in thorough analysis and diverse, informed perspectives within the tourism sector and the broader community. The group encourages the Assembly to weigh these findings carefully and, if appropriate, allow voters to decide on the seasonal sales tax proposal in a future election.

Introduced by:	Mayor
Date:	07/08/25
Hearing:	08/05/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-02**

**AN ORDINANCE APPROPRIATING FUNDS FOR 911 CAPITAL
REPLACEMENT OF STORAGE ARRAY AT SOLDOTNA PUBLIC
SAFETY COMMUNICATION CENTER**

WHEREAS, In 2018 the Kenai Peninsula Borough (KPB) purchased and installed an enterprise grade SAN Array which supports all of 911's virtual servers at Soldotna Public Safety Communications Center (SPSCC); and

WHEREAS, recently Dell designated this product as "End of Support", effective December of 2025; and

WHEREAS, this equipment is a critical component of 911 services and it is in the best interests of the KPB to replace this equipment;

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 funds in the amount of \$70,000 are appropriated from the 911 Communications Capital Project Fund fund balance to account 455.11255.26435.49999 to provide for the 911 Storage ARRAY and related costs.

SECTION 3. 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 4. 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 5. That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2025.**

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Information Technology Department

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

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

FROM: Ben Hanson, IT Director *BH*

DATE: June 26, 2025

SUBJECT: Ordinance 2025-19-02, Appropriating Funds for 911 Capital Replacement of Storage Array at Soldotna Public Safety Communication Center (Mayor)

In 2018, KPB purchased and installed an enterprise grade SAN Array which supports all of 911’s virtual servers at the Soldotna Public Safety Communication Center (SPSCC.) Dell has designated this product as "End of Support" as of December of 2025, and Dell's enterprise support is necessary for a component this critical. KPB IT is currently negotiating with Dell on replacement options and has determined that \$70,000 is the top-end replacement cost. Since 2019, capital replacement reserves have been a component of service fees paid by agencies receiving services provided by the SPSCC.

IT on behalf of SPSCC is requesting appropriation of \$70,000 from the 911 Capital Replacement Fund, fund balance, which accounts for this critical piece of equipment.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>455.11255.26435.49999 455.27910</u>	
Amount: <u>\$70,000</u>	
By: <u><i>CS</i></u>	Date: <u>6/25/2025</u>

Introduced by: Johnson
Date: 07/08/25
Hearing: 08/05/25
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-14**

**AN ORDINANCE AMENDING KPB 5.18.430 TO ANNUALLY ADJUST
THE SALES TAX CAP FOR INFLATION**

- WHEREAS,** Ordinance No. 9a, enacted by the Kenai Peninsula Borough Assembly on April 20, 1965, set a 3% sales tax with a maximum tax (maximum amount of a sale subject to the tax, aka—cap) of \$500; and
- WHEREAS,** since adopting Ordinance 9a, the sales tax cap has never been adjusted for inflation; and
- WHEREAS** inflation calculator website called *\$Dollar Times*: <https://www.dollartimes.com/inflation/inflation.php?amount=500&year=1965> calculates that \$500 in 1965 equates to \$5,058 in 2025, therefore the sales tax cap has effectively shrunk to less than one-tenth of its original value; and
- WHEREAS,** property taxes are a burden for home owners and contribute to the difficulty for young people to become home owners; and
- WHEREAS,** sales tax is dedicated to schools but has never been sufficient to solely fund schools, therefore property taxes have always supplemented school funding; and
- WHEREAS,** the general fund mill rate was set at 5.0 in 1966 (3.4 mills [68%] allocated for general fund and 1.6 mills [32%] allocated for schools); and
- WHEREAS,** the website Alaska Property Tax Calculator: <https://smartasset.com/taxes/alaska-property-tax-calculator> compares property tax rates by borough in Alaska:
- Anchorage Municipality = 1.31%
 - Fairbanks North Star Borough = 1.25%
 - Matanuska -Susitna Borough = 1.15%
 - Kodiak Island Borough = 1.04%
 - Bristol Bay Borough = 0.99%
 - Juneau City & Borough = 0.94%
 - North Slope Borough = 0.75%
 - Kenai Peninsula Borough = 0.66%
- WHEREAS,** the above table illustrates the 60-year success of mayors and assemblies at minimizing property taxes; and

WHEREAS, sales tax generates about 27% of the current annual borough revenue while property tax generates about 48% of the current annual borough revenue;

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 5.18.430 is amended as follows:

5.18.430. Computation—Maximum tax.

- A. The sales tax referred to in KPB 5.18.100 shall be applied only to the first \$500.00 of each separate sale, rent or service transaction, except as otherwise provided in this section. The maximum taxable amount under this subsection will be adjusted yearly based on the prior year's annual Anchorage Consumer Price Index (CPI) as published by the state, rounded to the nearest dollar, and set as of January 1 for the calendar year.
- B. Except as provided below for long-term vehicle leases, the payment of rent, whether for real or personal property, in excess of \$500.00 and for more than one month, shall be treated as several separate transactions covering the rental/lease for one month each. The maximum taxable amount under this subsection will be adjusted yearly based on the prior year's annual Anchorage Consumer Price Index (CPI) as published by the state, rounded to the nearest dollar, and set as of January 1 for the calendar year.
- C. Services provided on account and billed to the customer on a periodic basis are subject to application to the tax on a maximum of \$500.00 of each billing, per account. For purposes of this section, any advance payment for services other than to a trust or escrow account is considered to be paid pursuant to a "billing." The maximum taxable amount under this subsection will be adjusted yearly based on the prior year's annual Anchorage Consumer Price Index (CPI) as published by the state, rounded to the nearest dollar, and set as of January 1 for the calendar year.
- D. Each night's rental of each individual unit of temporary lodging shall be considered a separate transaction and therefore the maximum tax computation shall be calculated on a per unit per night basis. Rental by a single person or entity of an entire facility, such as a lodge or hotel for multi-person overnight use, does not affect this provision that each night's rental of each individual unit shall be considered a separate transaction.
- E. Long-term vehicles leases shall be treated as one transaction per year, and per fractional year, of the lease term. The tax paid for any fraction of a year shall equal the tax paid for a whole year. The sales tax for the entire long-term vehicle lease shall be due and collected at the time of the first payment.

Tax shall be calculated at the sales tax rate in effect on the day the lease is signed. There shall be no refund of such taxes should the lease terminate earlier than on its terms. Any extension of the initial lease term shall be treated as a new long-term vehicle lease.

[F. ANY INCREASE TO THE MAXIMUM SALES TAX DESCRIBED IN SUBSECTION (A), ABOVE, SHALL NOT TAKE EFFECT UNTIL RATIFIED BY A SIMPLE MAJORITY OF VOTERS AT A REGULAR BOROUGH ELECTION.]

G. Recreational sales shall be treated on a per person per day basis and therefore the maximum tax computation shall be calculated on a per person per day basis. For purposes of this subsection, the term "person" means an individual human being.

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. That this ordinance shall be effective on January 1, 2026.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2025.

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

FROM: Brent Johnson, Assembly Member BJ

DATE: July 24, 2025

RE: O2025-14, Amending KPB 5.18.430 to Annually Adjust the Sales Tax Cap for Inflation (Johnson)

This amendment proposes to retain subsection KPB 5.18.430(F) and submit the question to the voters at the KPB's regular election held on October 7, 2025.

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

- Amend the title of the ordinance to read as follows:

AMENDING KPB 5.18.430 TO ANNUALLY ADJUST THE SALES TAX CAP FOR INFLATION, **SUBJECT TO VOTER APPROVAL**

- Amend Section 2 of the ordinance to read as follows:

SECTION 2. That KPB 5.18.430 is amended as follows:

5.18.430. Computation—Maximum tax.

- A. The sales tax referred to in KPB 5.18.100 shall be applied only to the first \$500.00 of each separate sale, rent or service transaction, except as otherwise provided in this section. The maximum taxable amount under this subsection will be adjusted yearly based on the prior year's annual Anchorage Consumer Price Index (CPI) as published by the state, rounded to the nearest dollar, and set as of January 1 for the calendar year.
- B. Except as provided below for long-term vehicle leases, the payment of rent, whether for real or personal property, in excess of \$500.00 and for more than one month, shall be treated as several separate transactions covering the rental/lease for one month each. The maximum taxable amount under this subsection will be adjusted yearly based on the prior year's annual Anchorage Consumer Price Index (CPI) as published by the state, rounded to the nearest dollar, and set as of January 1 for the calendar year.

Page -2-

July 24, 2025

RE: Johnson Amendment to O2025-14

- C. Services provided on account and billed to the customer on a periodic basis are subject to application to the tax on a maximum of \$500.00 of each billing, per account. For purposes of this section, any advance payment for services other than to a trust or escrow account is considered to be paid pursuant to a "billing." The maximum taxable amount under this subsection will be adjusted yearly based on the prior year's annual Anchorage Consumer Price Index (CPI) as published by the state, rounded to the nearest dollar, and set as of January 1 for the calendar year.
- D. Each night's rental of each individual unit of temporary lodging shall be considered a separate transaction and therefore the maximum tax computation shall be calculated on a per unit per night basis. Rental by a single person or entity of an entire facility, such as a lodge or hotel for multi-person overnight use, does not affect this provision that each night's rental of each individual unit shall be considered a separate transaction.
- E. Long-term vehicles leases shall be treated as one transaction per year, and per fractional year, of the lease term. The tax paid for any fraction of a year shall equal the tax paid for a whole year. The sales tax for the entire long-term vehicle lease shall be due and collected at the time of the first payment. Tax shall be calculated at the sales tax rate in effect on the day the lease is signed. There shall be no refund of such taxes should the lease terminate earlier than on its terms. Any extension of the initial lease term shall be treated as a new long-term vehicle lease.
- F. Any increase to the maximum sales tax described in subsection (a), above, shall not take effect until ratified by a simple majority of voters at a regular borough election.
- G. Recreational sales shall be treated on a per person per day basis and therefore the maximum tax computation shall be calculated on a per person per day basis. For purposes of this subsection, the term "person" means an individual human being.

➤ Amend Section 4 of the ordinance to read as follows:

SECTION 4. That this ordinance shall take effect only upon approval by a majority of the voters in the borough qualified to vote on the question and who vote on the question during the regular KPB election scheduled for October 7, 2025, and, if approved, will take effect April 1, 2026.

Your consideration is appreciated.

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

FROM: Brent Johnson, Assembly Member BJ

DATE: June 26, 2025

RE: O2025-14, Amending KPB 5.18.430 to Annually Adjust the Sales Tax Cap for Inflation (Johnson)

This ordinance takes notice of how the sales tax cap is becoming meaningless because of inflation. The cap was set at \$500 in 1965 and that equivalent value sixty years later is \$5,058. There is no reason to believe inflation won't continue, so the responsibility falls on the Assembly to take action so that the balance between sales tax and property tax doesn't tip more heavily toward property tax.

Your consideration is appreciated.

*updated
(RM) 6/30/25*

AN ORDINANCE ADOPTING A SALES TAX OF 3% ON RETAIL SALES,
RENTS AND SERVICES, AND PROVIDING FOR THE ADMINIS-
TRATION, THEREOF

BE IT ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

Section 1. TAX LEVIED. There is hereby levied a consumer's sales tax of 3% on all retail sales, on all rents, and on all services made or rendered within the Borough, measured by the gross sales price of the seller.

Section 2. OBLIGATION TO PAY TAX. The obligation of the tax is upon the buyer. The seller shall collect the tax at the time of sale. Collection is enforceable by the seller as the certified tax collector of the Borough; provided, however, that this shall not limit the liability of the buyer to the Borough.

Section 3. CUSTODY, REPORTING AND REMITTANCE. (a) All sales taxes collected are Borough monies, the seller is at all times accountable to the Borough for such monies.

(b) Taxes due the Borough collected by a seller hereunder shall be paid at the expiration of each quarter of each calendar year. Every seller liable for the collection of the tax shall file with the Borough upon forms furnished by it, a return setting forth:

- (1) Gross Sales;
- (2) The non-taxable portion, separately stating the amount of sales revenue attributable to each class of exemption;
- (3) Taxes collected;
- (4) Such other information as may be required by regulation.

The complete return, together with remittance in full for the amount of the tax due, must be transmitted to the Borough on or before the 30th day of the month succeeding the end of each quarter.

(c) If a return is filed with the taxes collected within the 30 days allowed, the seller may retain 3% of the tax collected to cover his costs of administration of the tax.

(d) Any person who filed or should have filed a sales tax return for the prior quarter shall file a return, even though no tax may be due. This return shall show why no tax is due and, if the business is sold, the name of the person to whom it was sold.

Section 4. EXEMPTIONS: The following classes of retail sales, services, and rentals are exempt:

- (a) Casual, isolated sales of property and services or the rental of personal or real property not in the regular course of the business of the seller.

- (b) Hospital services and medical services performed by licensed medical doctors, dentists, osteopaths, optometrists, and chiropractors: and retail sales of medicinal preparations, drugs or appliances under a written prescription for one of the foregoing.
- (c) Retail sales, services, and rentals to religious and charitable organizations in the conduct of their regular religious and charitable functions and activities as defined by the internal revenue laws of the United States.
- (d) Retail sales of food in college and school cafeterias which are operated primarily for teachers or students and which are not operated for profit.
- (e) Subscriptions to newspapers and periodicals.
- (f) Retail sales, services and rentals to the United States, the State of Alaska, or any instrumentality or political subdivision of either.
- (g) Dues or fees to clubs, labor unions, and fraternal organizations.
- (h) Sales of animal food, seed, plants, and fertilizers to farmers using such commodities to produce goods for sale.
- (i) Retail sales of real property. Services performed by a real estate broker or agent are not exempt under this section.
- (j) Retail sales or rents which the Borough is prohibited from taxing by the constitution or laws of the United States or the State of Alaska.

Section 5. MAXIMUM TAX. The tax shall be applied only to the first \$500.00 of each separate sale, rent, or service transaction. The payment of rent, whether for real or personal property, in excess of \$500.00 and for more than one month shall be treated as several separate transactions covering the rental for one month each. A transaction involving payment for services or personal property to be rendered or delivered over a period of more than one month for a consideration in excess of \$500.00 shall be treated as several separate transactions occurring one each month over the period of time that the service or property is rendered or delivered.

Section 6. DEFINITIONS. When not clearly otherwise indicated by the context, the following words and phrases, as used in this ordinance, have the following meanings:

- (a) "Sale" or "Retail Sale" shall include:
 - (1) Every sale of services;
 - (2) Every rental of real or personal property
 - (3) Every sale of the use or play of a coin-operated machine; and
 - (4) Every sale of tangible personal property, regardless of quantity or price, whether sold by coin-operated machine or otherwise, except:

A. Sales to a wholesale or retail dealer in the property sold, for the purpose of resale by him:

B. Sale of personal property as raw material to a person engaged in manufacturing for sale, when the property becomes an ingredient or component part of the manufactured product or a container thereof or is consumed in the manufacturing process.

(b) "Sale" includes every sale or exchange of services, use or title in property.. Installment, credit and conditional sales are included in the term. The point of delivery is the place of sale.

(c) "Sales Price" means consideration paid by the buyer in terms of money and, in the case of a sale involving an exchange of property, the fair market value of the property exchanged, including delivery or installation costs, taxes or any other expenses whatsoever, measured by the gross sales of the seller.

(d) "Buyer" includes persons who are purchasers of personal property, rental space or services.

(e) "Seller" includes persons who are vendors of property, persons furnishing services, the lessors of rental space or goods, and all persons making sales.

(f) "Coin-operated machine" means a slot machine, marble machine, juke box, merchandising vending machine, laundry, dry cleaning and any other service dispensing machine or amusement device of any kind which requires the insertion of a coin to make it operative.

(g) "Services" includes all services of every manner and description which are performed or furnished for compensation, except services rendered to an employer by an employee, including but not limited to:

- (1) Professional services;
- (2) Services in which a product or sale of property may be involved, including personal property made to order;
- (3) Utilities and utility services, except those provided by a municipality, not constituting a sale of personal property, including sewer, water, electrical and telephone services and repair;
- (4) The sale of transportation services;
- (5) Services rendered for compensation by any person who furnishes any such services in the course of his business or occupation;
- (6) Services wherein labor and materials are used to accomplish a specified result.
- (7) and any other services including advertising, maintenance, recreation, amusement and craftsmen's services;

(h) "Person" includes individuals and every person recognized in law and every group of persons who act as a unit.

(i) "Chairman" or "Borough" means the Chairman of the Kenai Peninsula Borough or his designee.

Section 7. **INSTALLMENT SALES.** When a sale is made on an installment basis, the sales tax shall be collected from the down payment, or, if none, from the first installment, or, if the installment or down payment is less than the tax, then from as many installments as is necessary to pay the tax.

Section 8. **DEDICATION.** The net proceeds from the taxes levied by this ordinance shall be used exclusively for Borough school purposes.

Section 9. **RULINGS AND REGULATIONS.** (a) The Chairman may take any action necessary or appropriate to the implementation of this ordinance, by promulgating regulations, which may include the adoption of forms. Such regulations or any procedures adopted by the Chairman are effective at the time indicated by him, but are subject to revision or repeal by the Borough Assembly at the next meeting following their effective date or at any time that the Assembly acts thereon.

(b) Should a tax payer under this ordinance or a seller obliged to collect the tax be in doubt as to the application of the ordinance to an actual situation facing him or about to face him, he may apply to the Chairman for an informal ruling on the issue. Rulings having general application may, at the discretion of the Chairman, be promulgated as regulations.

Section 10. **REGISTRATION OF SELLERS AS TAX COLLECTORS: CERTIFICATE OF REGISTRATION.** (a) All sellers shall file with the Borough an application for a Certificate of Registration, on a form prescribed by the Borough, not more than ten (10) days after the effective date of this ordinance, the date of commencing business, or the opening of an additional place of business.

(b) Upon receipt of a properly executed application, the Chairman will issue, without charge to the seller, a Certificate of Registration, stating the address of the place of business to which it is applicable and authorizing the seller to collect the tax. The certificate must be prominently displayed at the place of business named therein. A seller who has no regular place of business shall attach such Certificate to his stand, truck, or other merchandising device.

(c) The Certificate of Registration is non-assignable and non-transferable and must be surrendered to the Chairman by the seller to whom it was issued upon his ceasing to do business at the location named therein. If the business is continued at the same location, but there is a change in its form of organization, such as from a single proprietorship to a partnership or a corporation, the admission or withdrawal of a partner, or any other change, the seller making such change shall surrender his old Certificate to the Chairman for cancellation. The successor seller is required to file a new application for a Certificate of Registration. Upon receipt of such application, properly executed, a new Certificate will be issued to such successor seller.

(d) When there is a change of location for the seller's place of business, a new Certificate of Registration is required showing the new address.

Section 11. **SELLER NOT TO ASSUME TAX.** A seller shall not advertise or hold out or state to the public or to any buyer, directly or indirectly, that the tax or any part thereof imposed by this ordinance will be assumed or absorbed

by the seller or that it will not be added to the sales price or that it will be refunded or assumed, in whole or in part. The seller shall, whenever feasible, separately state the tax to the buyer on each taxable transaction. When not feasible to state separately, the seller shall prominently display a sign provided by the Borough indicating the imposition of the tax.

Section 12. TAX SCHEDULE (a) The tax to be added to the sale price, charge or rental shall be in accordance with the following schedule:

<u>Price</u>	<u>Tax</u>
\$.01 - .13	.00
\$.14 - .46	.01
\$.47 - .79	.02
\$.80 -1.16	.03

For sales above \$1.16, the tax shall be determined by applying 3% to the sale price, charge or rental rounded off to the nearest cent, by eliminating any fraction less than $\frac{1}{2}$ cent and by increasing any fraction of $\frac{1}{2}$ cent or over to the next higher cent. Each seller shall be furnished the schedule of tax payable on each taxable amount from dollars \$0.01 to \$100.00. Any one sale of items separately priced shall be taxed upon the aggregate amount.

(b) The revenue from a coin-operated machine shall be treated in gross on a monthly basis, without reference to the amount paid or played on a particular transaction.

Section 13. PROTEST OF TAX. (a) A seller shall determine in the first instance whether a retail sale is exempt under this ordinance. However, if a seller incorrectly determines that a sale is exempt, then the seller is liable to the Borough for the tax, just as if he had collected it.

(b) In the event that the seller determines that a transaction is not exempt, but the buyer believes the transaction to be exempt, then the seller will furnish to the buyer a form of Certificate of Protest, supplied by the Borough, which shall be filled out by the buyer and delivered to the seller with the disputed tax. The Certificate shall show the respective names and addresses of the seller and the buyer, the nature of the claim of exemption and such other information as may be prescribed by the Borough.

(c) The seller shall remit to the Borough all Certificates of Protest delivered to him as promptly as possible, but in any event no later than 30 days after delivery of a Certificate to him, together with any additional information which the seller believes to be pertinent to the determination of the issue.

(d) The Chairman will rule on each protest and send to the buyer a notice that his claim has been allowed or disallowed, within 30 days of receipt of the Certificate by the Borough. If the claim has been allowed, a refund will be remitted with the notice.

(e) In the event that the claim is disallowed, the buyer may, within 30 days, request that the claim be referred to the Borough attorney for review

and then to the Chairman for reconsideration. The decision of the Chairman on reconsideration shall be rendered in writing and shall be final, subject to judicial review where applicable.

Section 14. REGISTRATION OF BUYERS ENTITLED TO EXEMPTION. (a) The Borough may require by regulation that the seller collect the tax on sales from any class of buyer allegedly exempt under Section 4 (c) or 4 (h), unless the buyer is registered under paragraph (b) of this section. An unregistered buyer may file a Certificate of Protest under Section 13.

(b) The Borough may by regulation require that any class of buyer exempt under Section 4 (c) or 4 (h) register with the Borough as an exempted buyer to avoid payment of tax. Registration shall be upon forms provided by the Borough and shall include a brief statement of the reason for exemption and such other information as the Borough may require. Upon registration, the buyer shall be issued a Certificate or Certificates of Exemption which the buyer must show seller to avoid initial payment of the sales tax.

Section 15. CONFIDENTIAL MATERIAL. (a) Returns filed with the Borough for the purpose of complying with the terms of this ordinance and all data obtained from such returns are hereby declared to be confidential and such returns and data obtained therefrom shall be kept from inspection by all private persons except as necessary to investigate and prosecute violations of the ordinance.

(b) Nothing contained in this section shall be construed to prohibit the delivery to a person, or his duly authorized representative, of a copy of any return or report filed by him, nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers or sellers, nor to prohibit the furnishing of information on a reciprocal basis to other agencies of the State or the United States concerned with the enforcement of tax laws.

Section 16. DUTY TO KEEP BOOKS. (a) Every seller engaged in activity subject to this ordinance shall keep and preserve suitable records of all sales made by him and such other books or accounts as may be necessary to determine the amount of tax which he is obliged to collect. Every seller shall preserve suitable records of sales for a period of 4 years from the date of the return reporting such sales, and shall preserve for a period of four years, all invoices of goods and merchandise purchased for resale, and all such other books, invoices, and records as may be necessary to accurately determine the amount of taxes which the seller was obliged to collect under this ordinance.

(b) For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax collected or which should have been collected by any seller, the Chairman may hold investigations and hearings concerning any matters covered by this ordinance and may examine any relevant books, papers, records or memoranda of any seller and may require the attendance of any seller or buyer, or any officer or employee of a seller or buyer at the hearing.

Section 17. OMISSIONS AND CIVIL PENALTIES: (a) Failure to obtain Certificate. A seller who is obliged to obtain a Certificate of Registration but fails to do so within the time prescribed herein is subject to civil penalty of five times

the amount of any tax due. A seller who, after notice, continues to conduct business without obtaining a Certificate, is subject to a penalty of ten times the amount of any tax due.

(b) Failure to file a return. A seller who fails to file a return as required by this ordinance or who fails to remit taxes collected by him, or which should have been collected by him, is subject to a penalty of five percent of the taxes collected, or which should have been collected, per month to a maximum of the higher of 25% or \$300.00. The filing of an incomplete return is the equivalent of filing no return.

(c) Falsification. Falsification or knowing misrepresentation of any record required hereunder subjects the person making such falsification or misrepresentation to a penalty of 100 times any tax due or lost because of such falsification or misrepresentation to a maximum of \$1,000.00.

(d) Failure to separately state the tax. A seller who fails to separately state the tax due in any sales transaction shall be subject to a penalty equal to the amount collected as a tax.

(e) Inspection. The failure of a seller to allow the inspection at reasonable times of records required to be kept by this ordinance subjects the seller to a penalty of three times any deficiency found or estimated to have occurred by the Borough in the tax accounting of the seller.

(f) Estimation. In the event that the Borough is unable to ascertain the tax due to be remitted by a seller by reason of the failure of the seller to keep accurate books, allow inspection, failure to file a return, or falsification of records, the Borough may make an estimate of the tax due based on any information available to it. Notice of the estimate of taxes due shall be furnished the seller and shall become final for the purposes of determining liability of seller to the Borough in thirty days unless the seller earlier files an accurate return, supported by satisfactory records, indicating a lesser liability.

(g) Loss of Records. A seller shall immediately notify the Borough of any fire, theft, or other casualty which would prevent his complying with this ordinance. Such casualty constitutes a defense to any penalty provided in this ordinance, but does not excuse the seller from liability for taxes due. Accidental loss of funds or records is not a defense hereunder.

(h) Maintenance of Suits. Nothing in this section shall prevent the Borough from filing and maintaining an action to collect any taxes collected on which should have been collected in addition to any penalty assessed.

Section 18. EXTENSIONS. For good cause shown, the Borough may grant extensions on any time limitation described in this ordinance. Any application for an extension must be filed before the date specified as the original time limitation.

Section 19. CRIMINAL PENALTIES. (a) Each of the following acts, when intentional, constitutes a misdemeanor and is punishable by imprisonment for up to thirty days and by a fine of up to \$300.00, in addition to any civil penalty assessed:

1. Failure to obtain a Certificate of Registration;
2. Failure to file a return;
3. Falsification or misrepresentation of any record filed with the Borough hereunder or required to be kept hereby, if used to mislead Borough tax authorities.

(b) Each act hereunder constitutes a separate offense and each day constitutes a separate offense for continuing crimes of omission or concealment.

Section 20. EFFECTIVE DATE AND TERM. This ordinance shall be effective 12:01 o'clock A.M., July 1, 1965. One hundred days after the legislature of the State of Alaska authorizes the levy of a compensating use tax by the Borough, this Ordinance shall be repealed and no longer of any effect, if a compensating use tax is not then enacted by the Borough.

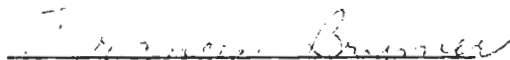
Section 21. PUBLICATION. Publication shall be made, by causing this ordinance to be inserted one time in a newspaper of general circulation in the Borough, by mailing a copy of the ordinance to the City Clerk of each city in the Borough with a request that it be posted on the city hall bulletin board for ten days immediately following receipt, and by mailing a copy of the ordinance to each post office in the Borough, with a request that it be posted on the post office lobby bulletin board for ten days immediately following receipt.

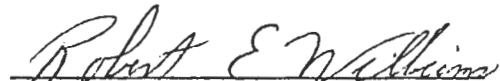
Section 22. SEVERABILITY. If any section, sub-section, paragraph, sentence or clause of this ordinance is declared invalid by a court of competent jurisdiction the remainder of the ordinance shall remain in full force and effect.

Adopted by the Assembly of the Kenai Peninsula Borough

April 20, 1965

ATTEST


Frances Brymer, Assembly Clerk


Robert E. Williams, President
of the Assembly

eComments

Ordinance 2025-14

Dale Eicher

Location:

Submitted At: 2:53pm 07-08-25

The reasoning behind this ordinance may appear fiscally sound at first glance—but the data tells a different story. While it's true that \$500 in 1965 is worth about \$5,058 today, that comparison ignores two critical realities: Our population has increased nearly tenfold since 1965. The tax cap may not have been adjusted for inflation, but the sheer number of taxable transactions has grown dramatically. In 1965, the borough collected an estimated \$91,500 in sales tax. In 2024, we collected over \$45.8 million. That's a 500-fold increase in tax revenue—far outpacing inflation. The goods we're taxing have already inflated in price. When the price of a good increases due to inflation, the amount of tax collected per item already rises. There is no need to double-dip by raising the cap alongside it. This proposal is a stealth tax hike, plain and simple. This ordinance is unnecessary and will hurt working families. It slowly chips away at purchasing power and grows government on autopilot, without accountability or voter input. I urge you to reject this ordinance and protect the principles of responsible, limited taxation that this borough was built on.

Introduced by:	Cooper, Mayor
Date:	07/08/25
Hearing:	08/05/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-15**

**AN ORDINANCE AMENDING KPB 5.18.100 TO LEVY A SEASONAL
SALES TAX RATE, RESULTING IN A NET-NEUTRAL CHANGE FOR
RESIDENTS, SUBJECT TO VOTER APPROVAL**

- WHEREAS,** in 2024, the Assembly established the Tourism Industry Working Group (TIWG) to evaluate tourism benefits and impacts on current Kenai Peninsula Borough (KPB) revenue, costs, and services; and
- WHEREAS,** the TIWG reviewed comprehensive data on tourism-related sales tax contributions, emergency services usage, solid waste volume, and public infrastructure demands during peak visitor months—particularly June through August, when tourism activity, waste generation, and emergency service calls significantly increase; and
- WHEREAS,** analysis by the TIWG found that tourism generates between \$5.6 million and \$10.3 million in annual sales tax revenue—significantly exceeding the combined seasonal costs of increased emergency services and solid waste and demonstrating that visitors contribute more than their fair share toward public services; and
- WHEREAS,** switching to the proposed seasonal sales tax—2% from October through March, and 4% from April through September—is projected to raise about \$4 million more per year, primarily due to increased visitor spending during the busy summer months; and
- WHEREAS,** for permanent residents of the KPB, if approved by the voters, this seasonal sales tax structure is expected to result in a likely reduction, or at worst net-neutral change in the total annual sales tax paid, as many residents will benefit from a lower 2% rate during the winter months, when household spending typically increases on essentials such as heating and vehicle fuel, utilities, holiday spending and other household and business expenses; and
- WHEREAS,** implementing a seasonal sales tax avoids the administrative and fiscal costs and challenges associated with a separate lodging tax, which the TIWG unanimously opposed due to its inefficiencies and inequities; and

WHEREAS, the additional revenue would provide for a reduction in the borough-wide property tax mill rate by approximately 0.3 to 0.4 mills, providing financial relief to residents while maintaining high service standards, and allow additional sales tax/less property tax covering the KPB's local match for KPBSD education; and

WHEREAS, due to the time required to implement a change in the applicable software and the KPB's sales tax return forms, this change, if approved, will be effective April 1, 2026;

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 5.18.100 is hereby repealed and replaced to read as follows:

5.18.100. Levy of Tax.

A. To the fullest extent permitted by law, a sales tax of two percent on sales made during the period of October 1st through March 31st, and a sales tax of four percent on sales made during the period of April 1st through September 30th, is hereby assessed and levied on the following sales, measured by the gross sales price of the seller, except as otherwise specifically exempted under this chapter:

(1) All retail sales;

(2) All services; and

(3) All rents and fees paid for the use of real and personal property.

B. The seasonal rate of levy under subsection (A) is depicted by quarter in the below table:

<u>1st Quarter (Jan 1 – March 31)</u>	<u>2%</u>
<u>2nd Quarter (April 1 – June 30)</u>	<u>4%</u>
<u>3rd Quarter (July 1 – September 30)</u>	<u>4%</u>
<u>4th Quarter (October 1 – December 31)</u>	<u>2%</u>

C. In addition to the tax levied by the borough, any municipality within the borough may levy a consumer's sales tax as provided by Alaska Statute which shall be reported, collected, and enforced according to the terms of this chapter.

[REPEALED: 5.18.100. GENERAL—LEVIED—AMOUNT.

- A. THERE IS LEVIED BY THE BOROUGH A CONSUMER'S SALES TAX OF UP TO 3 PERCENT MAXIMUM RATE ON ALL RETAIL SALES, ON ALL RENTS, AND ON ALL SERVICES MADE OR RENDERED WITHIN THE BOROUGH, MEASURED BY THE GROSS SALES PRICE OF THE SELLER.
- B. IN ADDITION TO THE TAX LEVIED BY THE BOROUGH, ANY MUNICIPALITY WITHIN THE BOROUGH MAY LEVY A CONSUMER'S SALES TAX AS PROVIDED BY ALASKA STATUTE WHICH SHALL BE REPORTED, COLLECTED, AND ENFORCED ACCORDING TO THE TERMS OF THIS CHAPTER.]

SECTION 3. 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 4. That this ordinance shall take effect only upon approval by a majority of the voters in the borough qualified to vote on the question and who vote on the question during the regular KPB election scheduled for October 7, 2025, and, if approved, will take effect April 1, 2026.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2025.

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

FROM: Kelly Cooper, Assembly Vice-President *KE*
Peter A. Micciche, Mayor *PMM*

DATE: June 26, 2025

RE: Ordinance 2025-15, Amending KPB 5.18.100 to Levy a Seasonal Sales Tax Rate, Resulting in a Net-Neutral Change for Residents, Subject to Voter Approval (Cooper, Mayor)

In the fall of 2024, the Assembly approved the creation of a Tourism Industry Working Group (TIWG) to focus on evaluating tourism benefits and impacts on current Borough revenue, costs, and services, and discussing potential options or ideas and associated data for ensuring that visitors are paying their fair share for services they use. The working group was comprised of industry representatives and members of the public, and considered input from representatives of cities within the borough. A final report was provided to the Assembly summarizing the group’s work. Among the key recommendations in the report is the implementation of a seasonal sales tax structure.

The TIWG reviewed comprehensive data on tourism-related sales tax contributions, emergency services usage, solid waste volume, and public infrastructure demands during peak visitor months—particularly June through August, when tourism activity, waste generation, and emergency service calls significantly increase.

Analysis by the TIWG found that tourism generates between \$5.6 million and \$10.3 million in annual sales tax revenue—significantly exceeding the combined seasonal costs of increased emergency services and solid waste and demonstrating that visitors contribute more than their fair share toward public services.

This ordinance proposes replacing the current flat 3% sales tax with a seasonal rate of 2% in the winter (October–March) and 4% in the summer (April–September). This structure is projected to generate approximately \$4 million in additional annual revenue, primarily from increased visitor spending during peak months.

For residents, this seasonal sales tax structure is expected to result in a likely reduction, or at worst net-neutral change in the total annual sales tax paid, as many residents will benefit from a lower 2% rate during the winter months, when household spending typically increases on essentials such as heating and vehicle fuel, utilities, holiday spending, and other household and business expenses.

Page -2-
June 26, 2025
RE: O2025-15

This approach ensures visitors contribute more during high-demand months without increasing the annual tax burden on locals.

Public input during the FY26 budget process highlighted growing concern over property taxes and the need to sustain education funding. Since Borough sales tax is dedicated to education, this seasonal model increases education revenue while reducing reliance on property taxes—allowing a 0.3 to 0.4 mill rate reduction on property taxes. If approved by voters, the seasonal sales tax would take effect April 1, 2026.



TOURISM INDUSTRY WORKING GROUP

FINAL REPORT

MAY 2025

MEMBERS

Industry Representatives:

Carol Fraser, Duane Bannock, Tom Tougas,
Jonathan Faulkner, Alternate

Community Members:

Denis Hippert, Donna Hall, Larry Opperman,
Sargeant Truesdell, Donald St. John,
Alternate

Ex-Officio Members:

Borough Mayor Peter A. Micciche-Chair,
Assembly Vice President Kelly Cooper-Vice
Chair, Assembly Member Cindy Ecklund

Goals and Objectives

The Tourism Industry Working Group (TIWG) was formed to assess the economic and operational impacts of tourism in the Kenai Peninsula Borough (KPB) and explore revenue mechanisms that ensure a fair distribution of costs associated with visitor activity. Over the winter season, the TIWG analyzed data related to the overall benefits and perceived KPB-related impacts, including sales tax revenue, emergency services, solid waste management, direct economic and employment benefits, current trends related to tourism on the Kenai, and the cruise industry's role in our local economy. The following report outlines our findings and recommendations for your consideration.



KEY PRESENTATIONS

TIWG had the opportunity to explore a range of topics through insightful presentations. Below is a list of the key presentations delivered during our meetings.

- 1/29/2025: KPB Sales Tax and Tourism – Brandi Harbaugh, Finance Director
- 1/29/2025: KPB Solid Waste – Data provided by Tim Crumrine, Acting Director
- 1/29/2025: Tourism in the KPB – Cassidi Cameron, KPEDD Executive Director; Caitlin Coreson, KPEDD Program Manager; Andy Wink, Wink research and Consulting
- 2/26/2025: KPB Emergency Services – Brandi Harbaugh, Finance Director
- 2/26/2025: Seasonal Sales Tax, 2% and 4% Model – Brandi Harbaugh, Finance Director
- 2/26/2025: Cruise Lines International Association in Alaska – Renee Reeve, Government & Community Relations

Tourism Economic Contributions

- Not including indirect benefits associated with gig employment and property value investment increases due to tourism related infrastructure, tourism contributes nominally 11% of the borough's economy.
- An estimated 5,900 direct tourism jobs exist in the private sector, accounting for 21% of the total.
- Tourism earnings in KPB are valued at \$152.3 million annually, with major sectors including:
 - Restaurants & Bars: \$57.8M
 - Accommodations: \$42.8M
 - Water Transport & Sightseeing: \$26.4M
- Sales tax revenue generated from tourism-related businesses is estimated between \$5.6M-\$10.3M annually (12-22%).
- Historically, a significant proportion of KPB residents are former tourists to the region who chose to become residents and join our workforce.
- Cruise passengers significantly contribute to local economies; analysis of visitor spending in Juneau estimates visitors spend \$232 each and expectations are likely similar on the Kenai, although have not been directly studied.

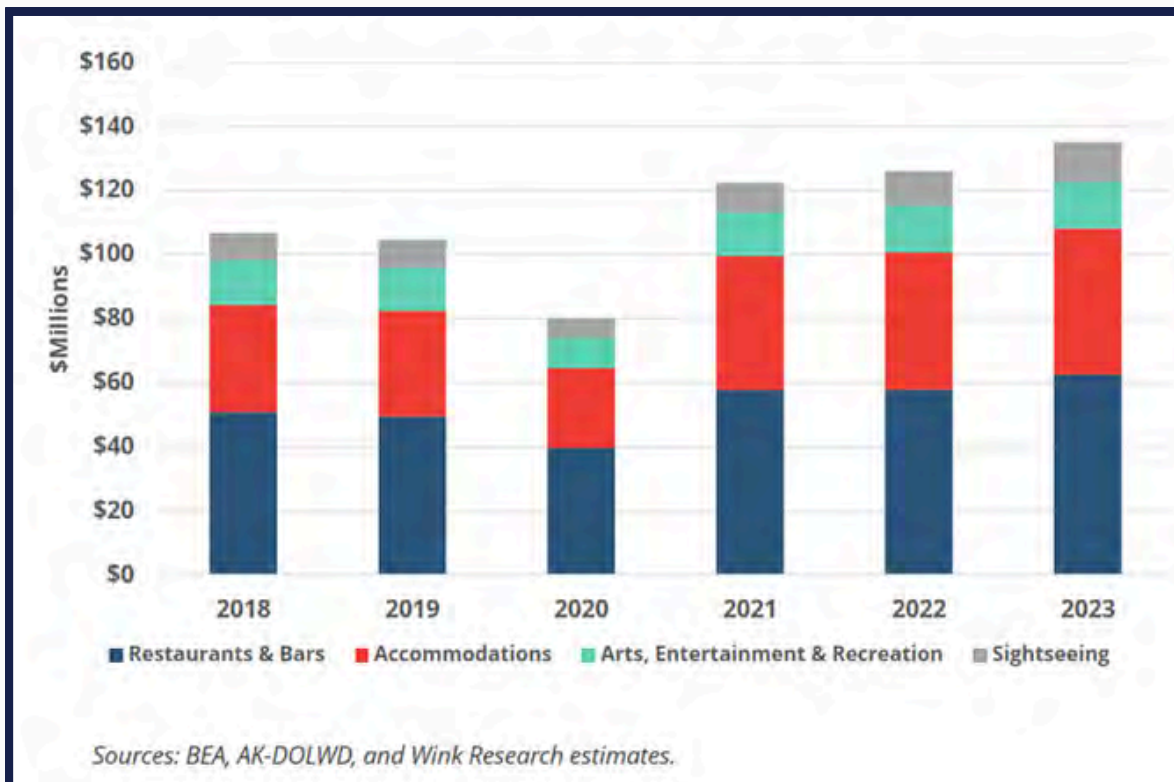
Tourism Direct Economic Contribution to KPB Economy - 2022

Tourism Sectors	Peak Employment	Avg. Monthly Employment	Earnings (\$M)
Specialty Retail Trade*	528	440	\$10.6
Water Transport & Sightseeing	710	335	\$26.4
Arts, Entertainment & Recreation	901	541	\$14.7
Accommodations	1,552	912	\$42.8
Restaurants & Bars	2,231	1,631	\$57.8
Tourism Sector Total	5,922	3,859	\$152.3
KPB Private Sector Total	28,472	-	\$1,423.0
KPB Tourism Pct.	21%		11%

*Clothing, Accessories, Sporting, Hobby & Musical Instrument retailers.

Sources: BEA, AK-DOLWD & Wink Research estimates.

KPB TOURISM EARNINGS BY SECTOR



SEASONALITY OF TOURISM EMPLOYMENT



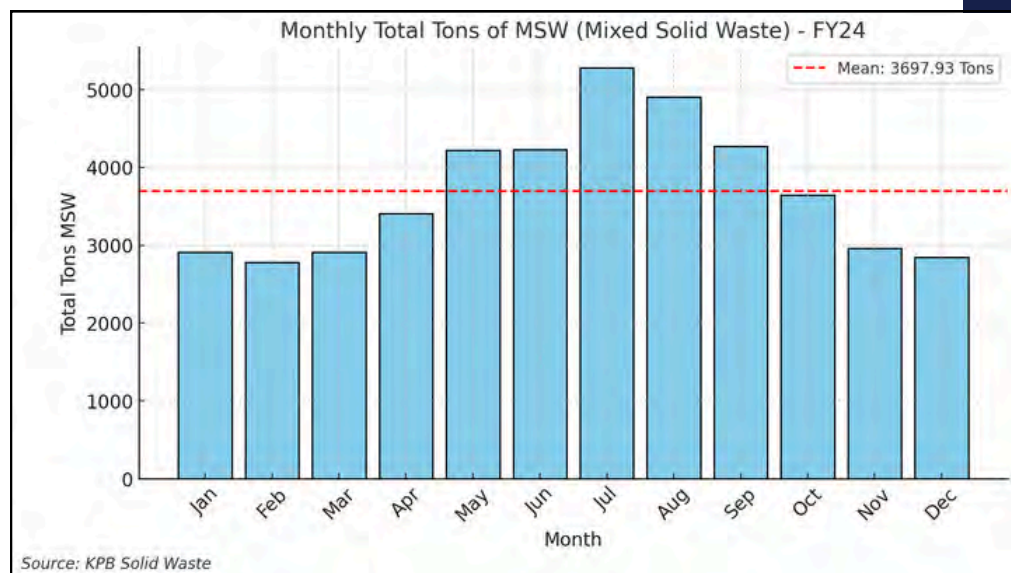
Public Services- High Seasonality

Seasonal fluctuations in service demand occur naturally, with the summer months also bringing increased resident activity across the region. These increases reflect a combination of factors, including seasonal employment, construction, outdoor recreation, and overall population movement. Emergency services experience a 5% seasonal increase, resulting in an estimated \$1.38 million in expenditures, while solid waste management sees a 10% seasonal rise, with expenditures estimated at \$1.29 million. At the same time, tourism-related businesses generate an estimated \$5.6 million to \$10.3 million annually in sales tax revenue—representing 12% to 22% of total collections—which significantly exceeds the combined seasonal costs of emergency services and solid waste.

Bottom line: The Kenai Peninsula Borough does not subsidize tourism. Rather, tourism supports the overall economic health of the region in direct cash infusion for KPB services through sales tax; into general private sector infrastructure investment, which results in additional property tax; and through a significant proportion of private sector employment.

SOLID WASTE

- Solid Waste FY25 Total Expenditures and Operating Transfers: \$12,931,000.
- KPB Solid Waste processes 44,375.17 tons of mixed solid waste annually.
- Waste generation peaks during the summer months of July (5,282.72 tons) and August (4,906.78 tons).
- While tourism is a contributing factor, it is not the sole driver of increased waste. The upward trend begins in April (3,408.86 tons), followed by a significant jump in May (4,219.51 tons)—well before the peak tourism months of June, July, and August.
- The average monthly tonnage is 3,697.93.
- **4,418.28 tons are above the mean, reflecting a 10% seasonal increase—\$1.29M estimated expenditure with all dollars above the mean being conservatively applied specifically to tourism.**



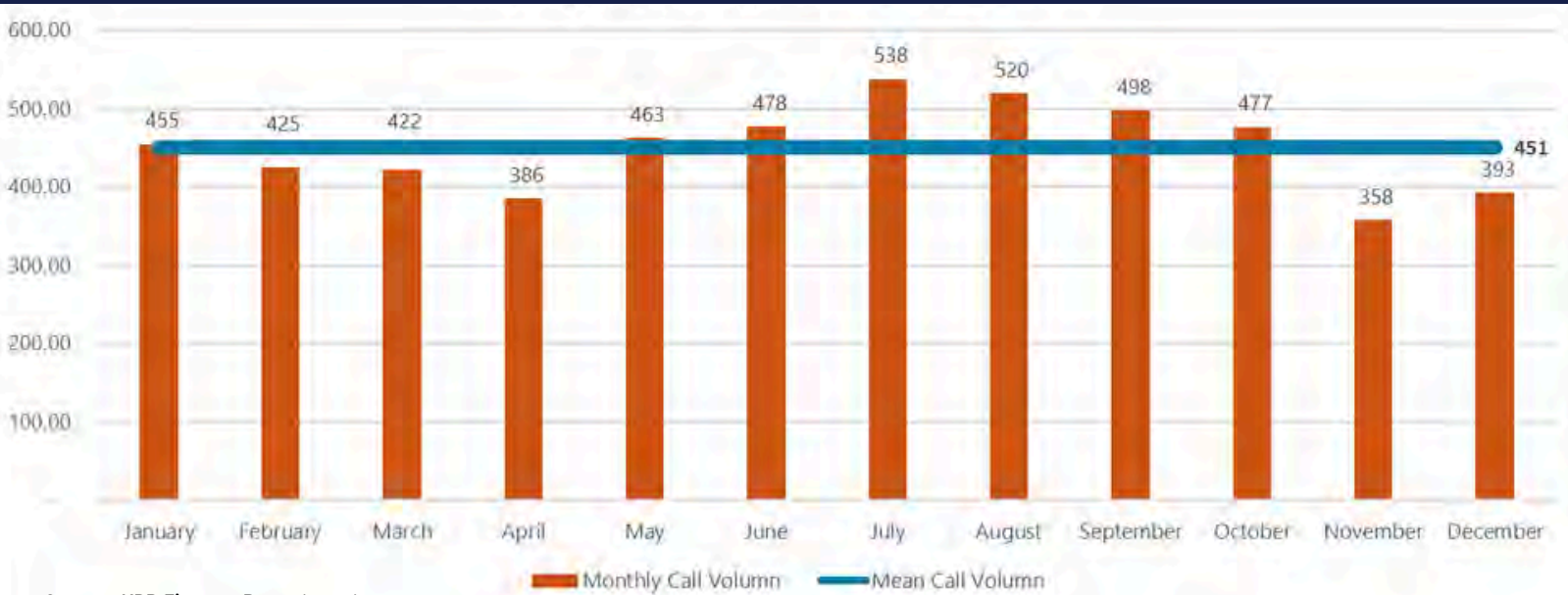
EMERGENCY SERVICES

- Total Annual Call Volume: The total number of EMS and Fire calls for the year is 5,400.
 - \$27.39M expenditure annually
- Bear Creek Emergency Services (BC): 142 calls annually
 - \$1.65M expenditure annually
- Western Emergency Services (WES): 652 calls annually
 - \$3.1M expenditure annually
- Central Emergency Services (CES): 3,164 calls annually
 - \$13.57M expenditure annually
- Kachemak Emergency Services (KESA): 265 calls annually
 - \$1.98M expenditure annually
- Eastern Peninsula Highway Emergency Services Area (EPHESA): 85 calls annually
 - \$366.9K expenditure annually
- Nikiski Fire Service Area (NFSA): 1,105 calls annually
 - \$6.72M expenditure annually



- Mean Call Volume: The average (mean) monthly call volume is 451.
- **Annual call volume includes 272 calls above the monthly average, reflecting a 5% seasonal increase—\$1.38M expenditure with all dollars above the mean being conservatively applied specifically to tourism.**

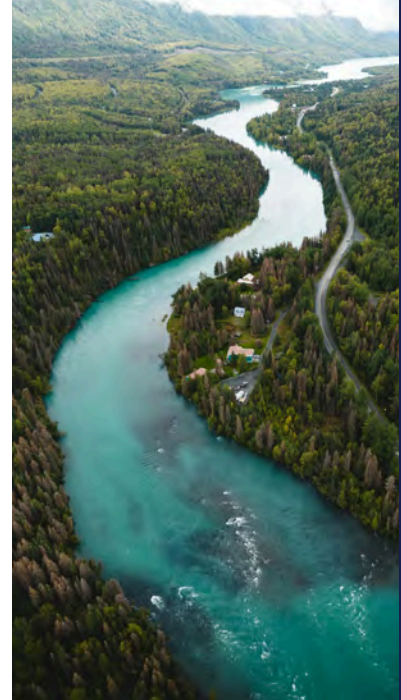
KPB Fire & EMS Call Monthly Volume- Actual vs. Seasonal



Source: KPB Finance Department

Lodging Tax Implications

- Lodging establishments and many tourism-related services already pay a premium of sales taxes to the KPB due to the per unit/per night tax cap, versus other services paying on a total bill \$500 cap basis. That value is not included in the previous numbers, according the KPB Finance amount up to approximately \$3.5 Million annually.
- Lodging taxes increase accommodation costs for guests, potentially discouraging visitors—especially in competitive or price-sensitive markets.
- Small lodging providers may struggle to absorb or pass on the cost of the tax, unlike larger hotel chains. Destinations with higher taxes risk losing tourists to nearby areas with lower rates. Although there are KPB cities that have chosen to tax lodging, the KPB has no responsibility to level a playing field laced with negative impacts.
- KPB cities that have chosen to adopt lodging taxes provide direct tourism-related services such as parks, boat launches, campgrounds, river walks, etc. The 2nd Class Kenai Peninsula Borough does not have the recreation powers to provide such services.
- The Kenai Peninsula Borough would incur significant costs for new software to track and manage this new tax stream as well as additional personnel to handle the increased workload in this very lean municipal operation.
- Hotels, lodges, and short-term rentals would face extra administrative burdens, including completing both traditional sales tax forms and separate forms for the lodging tax.
- Travelers staying in regions with multiple overlapping tax zones may be confused by their billing.
- Businesses located in multiple overlapping tax zones will experience a greater tax reporting burden.
- Taxing a single industry—particularly lodging—more heavily than others may create an imbalance, especially when tourism activity supports a wide range of businesses, with retail being among the largest during peak seasons.
- Becoming overly reliant on bed tax revenue, which can fluctuate significantly due to seasonal trends, economic downturns, or unexpected disruptions in the tourism industry, presents risks to reliable budging.
- Finally, and most importantly, the KPB cannot justify the need for more revenue. In fact, the reverse is true since the KPB currently holds over \$10 Million in excess unreserved general funds above the \$32 Million maximum reserves; tax dollars that should be gradually returned to taxpayers. However, there are other options to consider that will offset revenue, provide for economic development and allow significant tax reductions to our residents.



Seasonal Sales Tax Benefits

2% Winter, 4% Summer Model

The KPB Administration has been evaluating options available to protect residents from rapidly rising real property valuation and the resulting tax burden. One option that delivers value to locals while not penalizing visitors and the tourist industry includes implementing a seasonal sales tax structure. Under evaluation is revising a 3% sales tax all year to a 2% October to March and 4% April to September to sales tax, which provides several financial and economic advantages for Borough residents.



Current Model

SalesTax - TXBL Sales			down (0.03)	SalesTax - TAX		
Reported Txbl	FY24	FY25		Reported Txbl	FY24	FY25
July-Sep 23	552,664,728.00	538,677,066.00		July-Sep 23	16,579,941.84	16,160,311.98
Oct-Dec 23	258,532,402.00	250,776,429.94		Oct-Dec 23	7,755,972.06	7,523,292.90
Jan-Mar 24	233,803,744.00	226,789,631.68		Jan-Mar 24	7,014,112.32	6,803,688.95
Apr-Jun 24	397,650,641.00	385,721,121.77		Apr-Jun 24	11,929,519.23	11,571,633.65
	1,442,651,515.00	1,401,964,249.39			43,279,545.45	42,058,927.48
				Remote	4,000,000.00	
						46,058,927.48

2% Oct-Mar, 4% Apr-Sep

SalesTax - TXBL Sales			down (0.03)	SalesTax - TAX		
Reported Txbl	FY24	FY25		Reported Txbl	FY24	FY25
July-Sep 23	552,664,728.00	538,677,066.00		July-Sep 23	16,579,941.84	21,547,082.64
Oct-Dec 23	258,532,402.00	250,776,429.94		Oct-Dec 23	7,755,972.06	5,015,528.60
Jan-Mar 24	233,803,744.00	226,789,631.68		Jan-Mar 24	7,014,112.32	4,535,792.63
Apr-Jun 24	397,650,641.00	385,721,121.77		Apr-Jun 24	11,929,519.23	15,428,844.87
	1,442,651,515.00	1,401,964,249.39			43,279,545.45	46,527,248.74
				Remote	4,000,000.00	
						50,527,248.74
				Additional Rev		4,468,321.26

Source: KPB Finance Department

Increase Revenue Generation

- The current year-round 3% model generates \$46.06 million in total sales tax revenue.
- The proposed seasonal 2-4% model increases revenue to \$50.53 million, resulting in an additional \$4.47 million annually.
- Higher tax collection in the summer months aligns with peak tourism, ensuring that visitors contribute proportionally higher and fairly to public services.

Fair Tax Distribution

- A higher summer rate (4%) ensures that the bulk of revenue is generated when tourism activity is at its highest.
- A lower winter rate (2%) reduces the tax burden on year-round residents, making the aggregate annual tax impact easier for locals.

Alignment with Seasonal Demand for Services

- Peak summer months (July-September) bring increased activity for emergency services and waste management, as well as heavier traffic.
- A higher sales tax during these months ensures that visitors are paying more than their share for the services they use.

Local Benefits for Residents

- Lower winter sale tax costs
- Lower property taxes
- No need for new KPB Tax Personnel
- No burdensome accounting for business owners
- KPB already has adequate revenue, but this proposal allows for tax reductions and an offset to local taxpayers.



Recommendations/Conclusion

After a winter of expert presentations, careful evaluation, analysis of factual data, and extensive discussion, the Tourism Industry Working Group unanimously supports this report and the following three recommendations for the Kenai Peninsula Borough (KPB) Assembly to consider:

- The first recommendation is that a bed/lodging tax is not supported by members of the TIWG. The two primary reasons given by Assembly sponsors of this tax were that more revenue was needed and that tourism is subsidized by KPB taxpayers. Neither of these assertions proved to be true. KPB taxpayers do not subsidize tourism (in fact the reverse is true), and the KPB does not need additional revenue at this time or for the foreseeable future (see page 7).
- The second recommendation is for the Assembly to evaluate and consider a seasonal sales tax (see page 8 of the report) for placing the question on the ballot for KPB voters. Tourism plays a crucial role in KPB's economy, generating substantial revenue and employment opportunities. Implementing the 2% winter and 4% summer seasonal sales tax would ensure that visitors contribute more than their fair share without placing undue strain on the tourism industry. A seasonal sales tax model would either maintain or lower the sales tax burden on residents, and capitalize on the economic contributions of tourism in providing for the financial needs of residents through the funding of public services. By leveraging higher visitor spending in the summer while relieving financial pressure on locals in the winter, this structure generates a sustainable and equitable revenue solution for residents and the KPB. Adjusting the tax rate during peak tourism months would provide at least \$4.5 million in revenue that should be shared with residents through property tax reductions. Aside from property tax relief, a portion of these funds could be employed to further promote KPB as a travel destination.
- The third recommendation is a "no action" alternative. The no-action alternative reflects the view that visitors to the Kenai Peninsula Borough are already contributing significantly more toward KPB services than they use. Under this option, the Assembly would not pursue a targeted new tax, recognizing that current contributions from the tourism sector are more than sufficient to support existing public services.

In conclusion, the Tourism Industry Working Group respectfully presents these options for the Assembly's consideration: No bed/lodging tax; implementation of a seasonal sales tax; or take no action at this time. These options are grounded in thorough analysis and diverse, informed perspectives within the tourism sector and the broader community. The group encourages the Assembly to weigh these findings carefully and, if appropriate, allow voters to decide on the seasonal sales tax proposal in a future election.

Subject: FW: <EXTERNAL-SENDER>proposed change in sales tax

From: Linda Thrall <lindathrall3643@gmail.com>

Sent: Tuesday, July 29, 2025 10:17 AM

To: Turner, Michele <MicheleTurner@kpb.us>

Subject: <EXTERNAL-SENDER>proposed change in sales tax

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

To whom it may concern:

I'm a big No on the proposed change to sales tax (2% & 4%). Please keep it a 3% consistently across the year. It is a disingenuous proposal which makes it difficult for the residents. We buy more in the proposed 4% increase, because we spend more during that time on improving our homes and yards, gardens, visiting guests, recreation, shopping, etc. Thus the KPB would tax residents more, not just the tourists. Also it is bad for small businesses. In our area we already have to pay more for electricity during the summer which is already extremely high.

If the borough needs more money from tourists, they need to tax them directly through a bed tax instead. Although I don't like that either, it's better change than what is proposed, I just think the borough needs to get a handle on their budget and learn to prioritize and eliminate nonessential overspending. Costs are simply too high!

Just say NO to the new proposed change to sales tax. Please put this email into the record for a No on the proposed change. Please listen to residents, not just the tourist industry that wants a hidden tax for tourists.

Sincerely,

Linda Thrall

25875 Primrose Rd

Seward, AK 99664

907-288-3643

Introduced by: Baisden, Mayor
Date: 07/08/25
Hearing: 08/05/25
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-16**

**AN ORDINANCE AMENDING KPB 5.18.115 TO INCREASE THE
RESIDENTIAL PROPERTY TAX EXEMPTION FROM \$50,000 TO \$75,000
SUBJECT TO VOTER APPROVAL**

- WHEREAS,** in 2022, the Alaska State Legislature passed House Bill 411, which increased the optional property tax exemption for primary residential properties from \$50,000 to \$75,000; and
- WHEREAS,** this ordinance amends KPB Code to increases the residential property tax exemption to \$75,000 subject to voter approval; and
- WHEREAS,** these amendments do not change eligibility requirements related to the exemption and, if approved by the voters, the increased exemption amount will take effect in 2026 for Fiscal Year 2027;

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 5.18.115 is hereby amended as follows:

5.12.115. Real property tax—Exemptions—Residential real property.

- A. The [FIRST \$50,000 OF] assessed valuation of \$75,000 of a single parcel of residential real property owned and occupied by the owner of record as the owner's permanent place of residence in the borough, [SHALL] may be exempt from the borough tax levy on real property within the Kenai Peninsula Borough in accordance with this section.

The assessor may presume that the property has not been occupied as the owner of record's primary residence and permanent place of abode, if the owner of record occupied it for less than 185 days during the previous year. If the current owner of record can provide the assessor with satisfactory evidence that the lack of occupancy was for medical reasons, the exemption may be granted.

- B. No exemption under this section may be granted except upon written application on a form prescribed by the assessor. The owner of record must file the application for this exemption with the assessor no later than January 15th of the assessment year for which the exemption is sought. The owner of record shall not be required to file an updated application for successive years unless there is a change in ownership or occupancy of the residence.
- C. An applicant under this section is ineligible to receive the exemption if the applicant has applied for or received a similar residency-based exemption for the same year for property located in another jurisdiction outside the borough.

SECTION 3. That a ballot proposition shall be placed before borough voters at the regular election on October 7, 2025 to read as follows:

Shall Ordinance 2025-16 be approved?

Ordinance 2025-16:

- Increases the residential property tax exemption from \$50,000 to \$75,000.
- Becomes effective January 1, 2026 for Fiscal Year 2027.

Yes ____ A “yes” vote means you approve increasing the residential real property tax exemption from \$50,000 to \$75,000.

No ____ A “no” vote means you oppose increasing the residential real property tax exemption from \$50,000 to \$75,000.

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 take effect only upon approval by a majority of the voters in the borough qualified to vote on the question and who vote on the question during the regular KPB election scheduled for October 7, 2025 and effective January 1, 2026 for Fiscal Year 2027.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2025.**

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

FROM: James Baisden, Assembly Member *qrb*

DATE: July 24, 2025

RE: Baisden Amendment to Ordinance 2025-16, Amending KPB 5.18.115 to Increase the Residential Property Tax Exemption from \$50,000 to \$75,000 Subject to Voter Approval (Baisden, Mayor)

This amendment removes Section 3 of the ordinance relating to the ballot language. To be consistent with other questions that will appear on the ballot and have the Assembly approve the complete proposition summary, Section 3 should be removed. On August 5, 2025, at the Assembly's regular meeting, the ballot question will be approved by the associated proposition summary related to this question.

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

➤ Delete Section 3 of the ordinance.

~~**SECTION 3.** That a ballot proposition shall be placed before borough voters at the regular election on October 7, 2025 to read as follows:~~

~~Shall Ordinance 2025 _____ be approved?~~

~~Ordinance 2025 _____:~~

- ~~• _____ Increases the residential property tax exemption from \$50,000 to \$75,000.~~
- ~~• _____ Becomes effective January 1, 2026 for Fiscal Year 2027.~~

~~Yes _____ A "yes" vote means you approve increasing the residential real property tax exemption from \$50,000 to \$75,000.~~

~~No _____ A "no" vote means you oppose increasing the residential real property tax exemption from \$50,000 to \$75,000.]~~

➤ Renumber the remaining sections of the ordinance accordingly.

Your consideration is appreciated.

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

FROM: James Baisden, Assembly Member *JCB*

DATE: June 26, 2025

RE: Ordinance 2025-16, Amending KPB 5.18.115 to Increase the Residential Property Tax Exemption from \$50,000 to \$75,000 Subject to Voter Approval (Baisden)

This ordinance will increase the residential property tax exemption to reflect the increase to the optional exemption approved by the Alaska Legislature in 2022. If approved by the voters, the increase in the available exemption will not impact the current mill rate as it would take effect next year. This ordinance does not change any eligibility requirements related to the exemption.

Your consideration is appreciated.

KENAI PENINSULA BOROUGH
ESTIMATED IMPACT OF INCREASING RESIDENTIAL EXEMPTION FROM 50K to 75K

Service Area	Total Taxable Value before change in residential exemption	Reduction in Taxable Value as a result of increasing residential exemption from 50K to 75K	FY2026 Mill Rate	Estimated Reduction in Revenue as a result of increasing residential exemption from 50K to 75K
Bear Creek Fire SA	289,777,415	8,055,600	3.25	\$ 26,180.70
Central Emergency Services Area	4,044,827,535	118,178,900	2.95	348,627.76
Central Kenai Peninsula Hospital SATax Year 2018 & Prior Debt	7,187,361,776	163,403,600	-	-
Central Kenai Peninsula Hospital SATax Year 2019 & Future	7,352,960,965	165,000,100	0.01	1,650.00
Central Peninsula Emergency Med	9,690,647	25,000	1.00	25.00
Kachemak Emergency Service Area	643,620,514	23,111,600	3.26	75,343.82
Road Service Area	7,842,017,660	182,528,400	1.30	237,286.92
Nikiski Fire SA	2,146,581,768	21,770,700	2.45	53,338.22
Nikiski Senior SA	2,023,321,143	18,949,200	0.25	4,737.30
North Peninsula Recreation Area	2,196,796,978	21,770,700	1.15	25,036.31
Seward/Bear Creek Flood SA	695,050,295	14,004,300	1.00	14,004.30
South Kenai Peninsula Hospital SATax Year 2018 & Prior Debt	2,935,173,627	72,765,700	0.34	24,740.34
South Kenai Peninsula Hospital SATax Year 2019 & Future	2,869,433,866	72,078,200	1.12	80,727.58
Seldovia RSA	93,203,281	1,408,400	1.00	1,408.40
Western Emergency Services Area	901,373,197	20,120,700	3.15	63,380.21
General Fund	11,271,548,986	255,911,400	3.85	985,258.89
				\$ 1,941,745.73

July 1, 2025, based on TY25 (FY26) Certified Values

Introduced by:	Johnson
Date:	07/08/25
Hearing:	08/05/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-17**

**AN ORDINANCE ESTABLISHING THE NINILCHIK RECREATIONAL
SERVICE AREA UPON VOTER APPROVAL**

WHEREAS, on June 4, 2025, pursuant to KPB Chapter 16.04, the Borough Clerk certified the petition establishing the Ninilchik Recreational Service Area as sufficient; and

WHEREAS, the above mentioned petition was signed by more than 15 percent of the eligible voters who voted in the last regular borough election and within the area comprising the establishment of a Ninilchik recreational service area; and

WHEREAS, members of the Ninilchik community have been working to find a way to keep the Ninilchik School pool open; and

WHEREAS, members of the Ninilchik community have expressed interest in providing other recreational opportunities; and

WHEREAS, due to the size and population of the area, the lack of needs for city government in the area and certain character, resource, population, boundary, and standards for annexation to cities as described in 3 AAC 110.090 – 150, such services cannot be provided by an existing service area, by annexation to a city, or by incorporation as a city;

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 the Kenai Peninsula Borough Code of Ordinances is hereby amended by adding a new chapter to be numbered KPB 16.90, Ninilchik Recreational Service Area, and which shall read as follows:

CHAPTER 16.90. – NINILCHIK RECREATIONAL SERVICE AREA

16.90.010 Established—Boundaries.

There is established a service area within the borough, designated the “Ninilchik Recreational Service Area” including that portion of the borough described as follows:

All of the following referenced to the Seward Base Line and Seward Meridian, Alaska:

Commencing at the section corner common to Sections 4 and 5, Township 1 North, Range 11 West, and Sections 32 and 33, Township 2 North, Range 11 West;

Thence west along the township line common to Township 1 North and Township 2 North, crossing Ranges 12 West and 13 West, to the northwest section corner of Section 6, Township 1 North, Range 14 West (protracted);

Thence south along the range line common to Range 14 West and Range 15 West to the southwest section corner of Section 31, Township 1 North, Range 14 West (protracted);

Thence west along the Seward Base Line to the northwest section corner of Section 6, Township 1 South, Range 15 West (protracted);

Thence south along the protracted range line common to Range 15 West and Range 16 West, crossing Township 2 South, to the section corner common to Sections 1 and 12, Township 3 South, Range 16 West (protracted), and Sections 6 and 7, Township 3 South, Range 15 West (protracted);

Thence west along the section line to the section corner common to Sections 2, 3, 10, and 11, Township 3 South, Range 16 West (protracted);

Thence south along the section line to the section corner common to Sections 34 and 35, Township 3 South, Range 16 West (protracted), and Sections 2 and 3, Township 4 South, Range 16 West (protracted);

Thence east along the township line common to Township 3 South and Township 4 South, Range 16W (protracted), crossing Ranges 15 West, 14 West, and 13 West;

Thence continuing east along said township line to the section corner common to Section 36, Township 3 South, Range 12 West; Section 31, Township 3 South, Range 11 West; Section 1, Township 4 South, Range 12 West; and Section 6, Township 4 South, Range 11 West;

Thence north along the range line common to Range 12 West and Range 11 West to the section corner common to Section 1, Township 3 South, Range 12 West; Section 6, Township 3 South, Range 11 West; Section 36, Township 2 South, Range 12 West; and Section 31, Township 2 South, Range 11 West;

Thence east along the township line common to Township 2 South and Township 3 South to the section corner common to Sections 35 and 36, Township 2 South, Range 11 West, and Sections 1 and 2, Township 3 South, Range 11 West;

Thence north along the section line, crossing the township line common to Townships 2 South and 1 South, to the northeast corner of Section 2, Township 1 South, Range 11 West;

Thence west along the Seward Base Line to the southeast corner of Section 32, Township 1 North, Range 11 West;

Thence north along the section line to the section corner common to Sections 4 and 5, Township 1 North, Range 11 West, and Sections 32 and 33, Township 2 North, Range 11 West, the true point of beginning.

16.90.020. Mill levy.

In accordance with state law, the assembly will set the mill levy during the annual budgetary process.

16.90.030. Board of directors.

There is established a board of directors (board), appointed by the mayor and confirmed by the assembly, composed of five members. The board will be responsible for legislative oversight of the Ninilchik Recreational Service Area.

16.90.040. Board—Meetings—Quorum.

- (A) The board will meet periodically, no less than quarterly, at a regularly scheduled time and place designated by the board.
- (B) The notice for all meetings must provide the date, time and place of the meeting and provided to each board member. All meetings are open to the public as provided by law.
- (C) Three board members constitute a quorum.
- (D) Special meetings of the board may be called by the chair of the board or by any two members upon compliance with borough code and state law and identifying all matters to be discussed at the special meeting.

16.90.050. Board—Election of officers.

Each year at the first regular meeting in November, or as soon thereafter as possible, the board will elect, by majority vote of the board members, and from the board members, a board chair, a vice-chair, and such other officers as the board

determines to be desirable who will hold office until resignation or a successor is elected.

16.90.060. Board—Terms of office.

Each member of the board will serve for a term of three year and may be appointed to successive terms. Each member of the board will serve until a successor has been appointed, confirmed and sworn to assume the duties of the office or until the seat is vacant as provided in this chapter.

16.90.070. Board—Vacancies.

- (A) Vacancies on the board are created upon declaration of vacancy by the board if a member:
 - (1) Fails to qualify or take office within 30 days of appointment and confirmation;
 - (2) Is physically absent from the service area for a 90-day period, unless excused by the board;
 - (3) Changes residency for a period longer than 60 days to a location outside of the jurisdiction from which the board is elected;
 - (4) Resigns;
 - (5) Is physically or mentally unable to perform the duties of office;
 - (6) Misses three consecutive regular meetings unless excused;
 - (7) Removal; or
 - (8) Is convicted of a felony or of an offense involving a violation of their oath of office.
- (B) Vacancies on the board will be filled by appointment by the mayor and confirmed by the assembly to fill the unexpired term or for a three-year term if no unexpired term remains. The clerk will provide at least twenty-one days' advance public notice of the vacancy prior to appointment by the mayor. Public notice may be provided by posting on the borough's website, at the primary service area office or at the borough administration building, and such other publication as the service area board deems appropriate.

16.90.080. Board—Powers and duties.

Subject to KPB 16.04.001, and assembly approval and appropriation of funds, the board shall have the power to supervise the furnishing of recreational services within the service area. The board shall promptly provide accurate and complete copies of minutes of all board meetings to the mayor and assembly. The board shall be responsible for developing, implementing, and updating a plan for furnishing recreational services which shall be subject to assembly approval.

16.90.090. Administrative officers.

The mayor, after considering the recommendation of the board, may appoint such administrative officers as the mayor deems necessary. In accordance with KPB 3.04.070, administrative personnel are at-will employees and may be removed by the mayor.

16.90.100. Bylaws.

The board may adopt bylaws governing the conduct of its affairs so long as such bylaws are procedural in nature and do not conflict with the substantive rules and regulations governing the board in its delegated powers.

16.90.110. Personnel system—Rules and regulations.

Employees of the Ninilchik Recreational Service Area are employees of the borough, and as such, are required at all times to conduct themselves in an exemplary manner befitting the public service in which they are employed. Unless specifically provided otherwise, the borough personnel system and Title 3 of the Kenai Peninsula Borough Code of Ordinances apply to personnel, if any, employed by the Ninilchik Recreational Service Area.

16.90.120. Budget and fiscal control.

- (A) Budget and fiscal control. The formulation of a budget and fiscal control of expenditures of public moneys of the Ninilchik Recreational Service Area are under the supervision and direction of the mayor and the assembly. The finance director of the borough will provide the board with the rules and regulations governing the appropriation of funds, the budgeting of funds, the authorization of expenditures, and borough fiscal policy rules and regulations of the borough which the service area is subject. The board will arrange for the preparation of a budget and capital program, which must be submitted to the mayor for approval. The budget and capital expenditure proposals are subject to the procedures for adopting the borough budget and capital expenditures program and final approval by the assembly.
- (B) Accounting. All accounting functions for the service area fall under the supervision of the borough finance director who will provide rules, regulations, and procedures governing the issuance and payment of vouchers, the issuance and payment of checks, the use of the central treasury of the borough, and the manner in which all bonds, contracts, leases or other obligations requiring the payment of funds from the appropriations in the service area budget are to be processed and administered.

16.90.130. Purchasing and contracting.

- (A) The purchasing agent for the service area is the borough purchasing and contracts director. All purchases of supplies, materials, equipment, and contractual services will be made in accordance with the rules and regulations adopted by the assembly.
- (B) All contracts for capital improvements and maintenance performed in connection with the service area will be bid and administered by the borough purchasing and contracting department in accordance with the department's normal procedure for letting of contracts.

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. That this ordinance shall take effect only upon approval by a majority of the voters residing within the proposed Ninilchik Recreational Service Area who vote on the question during the regular KPB election scheduled for October 7, 2025.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY OF * 2025.

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

FROM: Brent Johnson, Assembly Member BJ

DATE: June 26, 2025

RE: O2025-17, Establishing the Ninilchik Recreational Service Area Upon Voter Approval (Johnson)

Several members of the Ninilchik community want to keep the school pool open. So strong is their desire that a member of that community has donated \$30,000 to help keep the pool open through the summer. They note that the pool is used by members of the public of all ages and that learning to swim is a skill that can save lives. The group hopes to also provide other recreational opportunities to the Ninilchik area, a town isolated by being 37 miles from Homer and 39 miles from Soldotna.

Your consideration is appreciated.



July 17, 2025 - 6:00 PM

Ninilchik Community Center
15763 Kingsley Road, Ninilchik

Brent Johnson
District 7 - Central

Willy Dunne
District 9 – South Peninsula

Leslie Morton
District 5 – Sterling/Funny River

Ordinance 2025-17: Establishing the Ninilchik Recreational Service Area
(Johnson)

CALL TO ORDER

In accordance with KPB 16.04.040, a Ninilchik community meeting was held on July 17, 2025. Chair Johnson called the meeting to order at 6:01 pm. The purpose of the meeting was for the Assembly's Special Committee to hear public testimony from interested persons favoring or opposing Ordinance 2025-17.

The Assembly's Special Committee was present:

Brent Johnson, Chair/Sponsor, Assembly District 7 – Central
Willy Dunne, Assembly District 9 – South Peninsula
Leslie Morton, Assembly District 5 – Sterling/Funny River

Also in attendance were:

Brandi Harbaugh, Finance Director
Robert Ruffner, Planning Director
Dana Cannava, Special Projects & Constituent Relations, Mayor's Office
Michele Turner, Borough Clerk

49 attendees signed the sign-in sheets.

OPENING REMARKS

Chair Johnson provided an overview of the proposed recreational service area.

Robert Ruffner, Planning Director explained the proposed service area boundary process.

Brandi Harbaugh, Finance Director addressed funding questions from those in attendance.

PUBLIC TESTIMONY (3 minutes per speaker)

The Assembly's Special Committee conducted an open, participatory Question & Answer format, that encouraged free-flowing dialogue.

Chair Johnson provided a brief history of Ordinance 2025-17, stating the proposed establishment of this service area was initiated through the petition process, submitted by petitioner Debbie Cary, former Board of Education President.

Proposed service area boundary – Planning Director Ruffner stated the proposed boundary was centered on the Ninilchik school with equitable distances north and south, in hopes a clean boundary line could be clearly understood. As reported in the Mayor's Report, an estimated 1,000 parcels were believed to be residential in the proposed boundary.

Establishing a recreational service area – Chair Johnson stated there were two recreational service areas that currently exist in the borough; North Peninsula Recreation Service Area, that has a pool at their facility, and Seldovia Recreational Service Area, that does not have a pool.

Assembly Member Dunne gave a brief history of Seldovia Recreational Service Area and the services they provide, as well as summarized recent discussions of possibly incorporating the school pool in their area.

Ms. Cary recapped the service area proposal, stating that the primary focus was funding the pool the first year and then perhaps encompassing other programs the community does not currently offer be added in the future. Ms. Cary stated she presented her proposed figures and various start-up scenarios to Finance Director, Brandi Harbaugh. It was estimated 1.0 mill would be required for the first year. A worksheet with the proposed budget was distributed. A copy is attached herewith as Exhibit A.

There was discussion regarding the structure of the service area board, as well as its powers, duties and advisory functions. Ms. Morton provided her experience as a previous service area board member for Central Emergency Services, stating there was a very fair budgeting process with the borough mayor.

Western Emergency Services Fire Chief Jon Marsh stated that service areas were advisory to the Assembly and Borough Mayor. He stated that Western Emergency Service Area board members were appointed.

Assembly Member Morton stated the Ninilchik pool has over 270 visitors a week, which over the course of the school year was over 9,000 uses. She stated if it was open year round, that would be approximately 13,000 visits to the pool.

Ms. Cary shared a community member donated \$30,000 to keep the pool open through the summertime and shared different ways that donations were being accepted. She also stated that the Kenai Peninsula Borough was the only borough or municipality in the state where the school district runs the pools.

Attendees expressed both support and opposition during the meeting—some emphasized the importance of keeping the Ninilchik Pool open and operational for the community, while others voiced concerns about increased taxes. Overall, public opinion appeared divided, with no clear consensus.

CLOSING REMARKS FROM SPECIAL COMMITTEE MEMBERS

Assembly Member Morton thanked everyone for attending and sharing their thoughts. She stated the possibility was exciting.

Assembly Member Dunne thanked everyone for attending, stating he learned a lot about the community. He stated he supported the ordinance as it gives the voters the chance to decide. Mr. Dunne stated it was a community driven process that he supports.

Chair Johnson thanked everyone for attending and thanked borough staff for attending as well.

PUBLIC HEARING ANNOUNCEMENT

1. Ordinance 2025-17: Establishing the Ninilchik Recreational Service Area Upon Voter Approval (Johnson) (Hearing on 08/05/25) (Referred to Policies and Procedures Committee)

August 5, 2025
6:00 PM

Regular Assembly Meeting
The Porcupine Theater, 106 W. Pioneer Avenue, Homer
Remote participation available through Zoom

Meeting ID: 835 6358 3837 Passcode: 606672

ADJOURNMENT

Chair Johnson adjourned the meeting at 7:12 p.m.

ASSEMBLY'S SPECIAL COMMITTEE MEETING SUMMARY - EXHIBIT A

Fund: 2XX Ninilchik Recreational Service Area 2025 Proposal

Fund Budget:

Estimated Taxable Assessed Value (000's)

Real
Personal
Oil & Gas (AS 43.56)

Total Estimated Taxable Assessed Value

Service Area Projected Mill Rate

Revenues:

Property Taxes

Real
Personal
Oil & Gas (AS 43.56)
Interest
Flat Tax
Motor Vehicle Tax

Total Property Taxes

Other Revenue

Total Revenues

Expenditures:

Personnel

40110 Regular Wages 3/4 time Perm Pool Manager, w/ benefits, no temp or
40120 Temporary Wages overtime
40130 Overtime Wages
40210 FICA
40221 PERS
40321 Health Insurance
40322 Life Insurance
40410 Leave
Total: Personnel

Supplies

42120 Computer Software Software licensing for computer/phone/windows
42210 Operating Supplies 24,000 of 36,000 req'd, 12,000 reclassified to 48311
42310 Repair/Maintenance Supplies .25 of NPR RPR Maint Supplies
42410 Small Tools & Minor Equipment Floats,boards, nets, PT balls, etc.
42960 Recreational Supplies Rec supplies, moved 1,000 from 48740
Total: Supplies

Services

43011 Contractual Services Water testg, backgrd ck, haz waste pickup, fire extgr svc
43019 Software Maintenance milestone camera licensing est
43026 Software Licensing Zoom, adobe
43110 Communications 584/mo based kingsley station existing svc
43260 Training Red cross ~ 260 ea x 2 (contingency for rehire)
43510 Insurance/Litigation Fund Premiums Prop/Liab/Wkrs Comp est ins
43610 Utilities Gas, elec, water, refuse, (Per Kevin Lyon no >65k)
43720 Equipment Maintenance Konica copier toner/maint
43780 Buildings/Grounds Maintenance Increased by 10,000 from 42310
43810 Rents and Operating Leases Area rentals
43920 Dues and Subscriptions Red cross facility fee
Total: Services

Capital Outlay

48311 Major Machinery and Equipment Reclassed from 42210
48710 Minor Office Equipment Scanner/copier
48720 Minor Office Furniture Desk/chair
48755 Minor Recreational Equipment Reclass fm 48740, moved 1k to 42960
Total: Capital Outlay

Interdepartmental Charges

61990 Admin Service Fee Admin Svc Fee 2.5% all svc area pay
XXXXX Other
Total: Interdepartmental Charges

Total Expenditures

Net Results From Operations

Projected Lapse (1.5%)

Change in Fund Balance

Beginning Fund Balance

Ending Fund Balance

Effective Mill Rate (less than mill rate due to add'l revenue)
MIN FUND BALANCE

3/4 Manager		1 Manager + 2 Lifeguards + stipends
Proposed		Original Sponsor Proposed
	281,257	281,257
	1,290	1,290
	126,950	126,950
	409,497	409,497
	1.00	0.60
	\$ 281,257	\$ 168,754
	1,264	774
	126,950	76,170
	951	951
	940	940
	280	280
	411,642	247,869
	30,000	35,000
	441,642	282,869
	\$ 59,389	\$ 108,864
	-	5,376
	-	-
	4,911	-
	13,066	-
	28,000	-
	89	-
	4,803	-
	110,258	114,240
	1,500	-
	24,000	36,000
	10,000	10,000
	12,000	12,000
	4,245	3,245
	51,745	61,245
	2,300	-
	1,000	-
	535	-
	7,008	-
	520	-
	13,430	29,000
	95,000	51,000
	300	-
	30,000	20,000
	8,800	8,800
	300	-
	159,193	108,800
	12,000	5,000
	600	-
	750	-
	4,000	-
	17,350	5,000
	8,464	-
	-	40,000
	8,464	40,000
	347,009	329,285
	94,633	(46,416)
	5,205	-
	99,838	(46,416)
	-	-
	\$ 99,838	\$ (46,416)
	0.85	0.80
	29%	-14%

Budget Expenses for Ninilchik

Recreational Service Area

Pools

Salary	80,640.00	
Benefits *	28,224.00	I used 35% of Salary to figure this
Supplies Pool	24,000.00	
General Supplies	12,000.00	
Equipment	12,000.00	
Utilities	51,000.00	Electric, Gas, & Water
Insurance *	29,000.00	
Capital Projects *	30,000.00	
Interdepartmental *	30,000.00	I used 10% of totals less interdepartmental for this
Reserve *	10,000.00	

Other Programs

Stipends	5,376.00
Supplies	3,245.00
Room Rentals	8,800.00
Equipment	5,000.00
Totals	329,285.00

Revenue

Pool	20,000.00
Other Programs	15,000.00
Mil Rate .60	311,000.00
Totals	346,000.00

Type	Time	M	T	W	TH	FR	Weekly		Weekly Net
							Total	Cost	
LAP SWIM	9:00 TO 10		6	6	6	6	6	30 \$5.00	\$150
OPEN SWIM	3:30 TO 4:30		8	8	8	8	0	32 \$5.00	\$160
EXERCISE SWIM	10 TO 11		6	6	6	6	6	30 \$5.00	\$150
RENTAL/PARTY	3:30 TO 4:30		0	0	0	0	0	1 \$110.00	\$110 \$110 INCLUDES LIFE GUARD
STUDENT SWIM	1:00 -3:00		30	30	30	30	30	150 \$2.50	\$375 2 CLASSES PER DAY

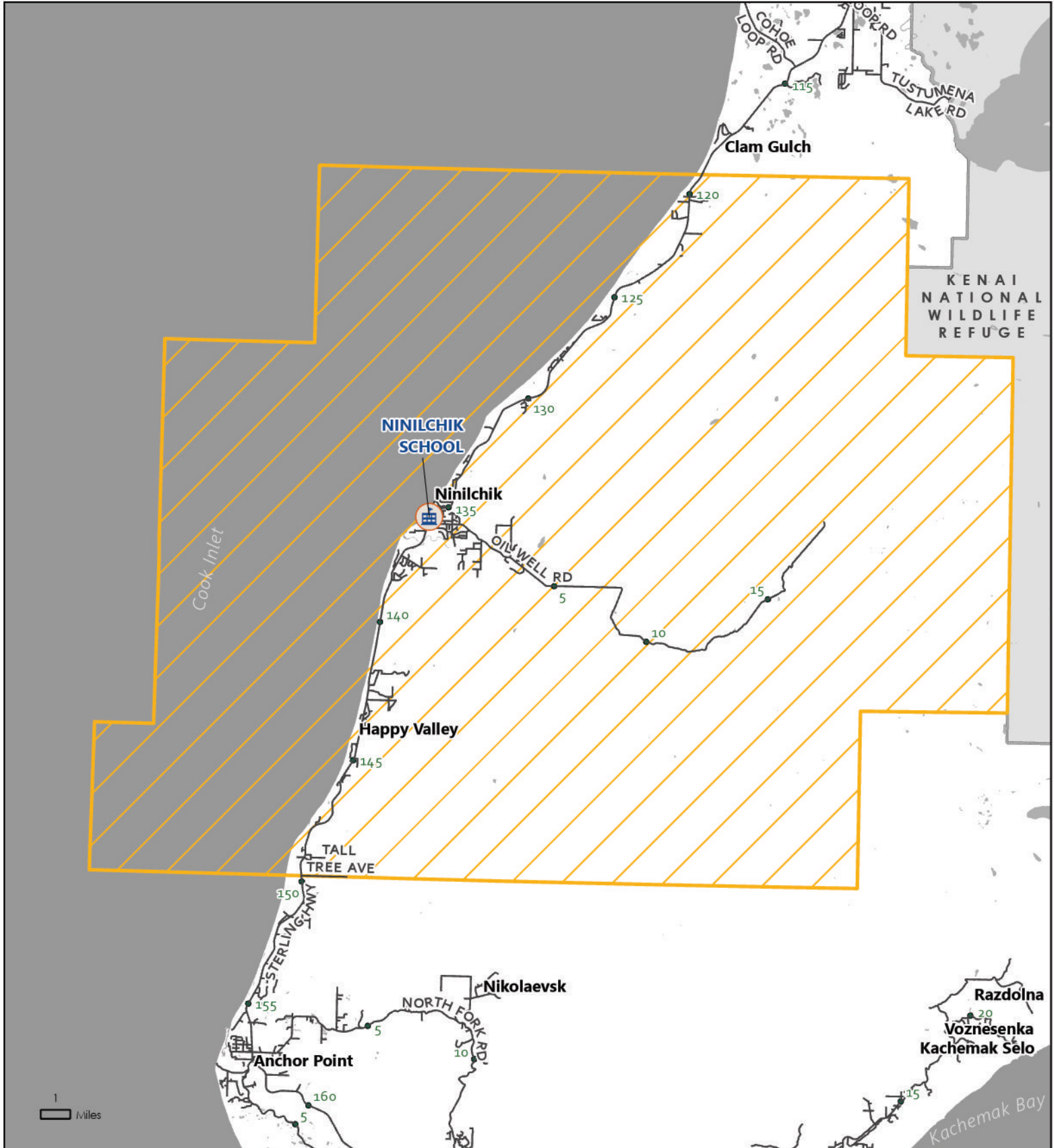
\$945

Pool Manager Schedule

Lap Swim	9:00 AM	1.00
Exercise Swim	10:00 AM	1.00
Lunch	11:00 AM	0.00
Clean	12:30 PM	1.00
Student Swim/clean	1:30 AM	2.00
Rental or Open Swim	3:30 PM	1.00
		6.00 Daily hours

\$30,240 34 weeks calculated here

I updated to 32 weeks, to equal the 160 days or Sch Per the District calendar
160/5=32



Office of the Borough Mayor

144 N. Binkley St., Soldotna, AK 99669 | Peter A. Micciche, Borough Mayor | (P) 907-714-2150 (F) 907-714-2377



TO: Peter Ribbens, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Peter A. Micciche, Borough Mayor

DATE: July 02, 2025

RE: Ninilchik Recreational Service Area Proposal – Mayor’s Report

REPORT TO THE ASSEMBLY

On June 4, 2025, the Borough Clerk certified the petition establishing the Ninilchik Recreational Service Area as sufficient and initiated the service area establishment process pursuant to KPB 16.04.025.

The purpose of this memorandum is to provide important and accurate information relating to the proposed Ninilchik Recreational Service Area to assist assembly members and the public on this important decision. Pursuant to KPB 16.04.010 – 16.04.040, the following is submitted for your consideration.

Proposed Ninilchik Recreational Service Area Boundary

16.90.010 Established—Boundaries

There is established a service area within the borough, designated the “Ninilchik Recreational Service Area,” including that portion of the borough described as follows:

All of the following referenced to the Seward Base Line and Seward Meridian, Alaska:

Commencing at the section corner common to Sections 4 and 5, Township 1 North, Range 11 West, and Sections 32 and 33, Township 2 North, Range 11 West;

Thence west along the township line common to Township 1 North and Township 2 North, crossing Ranges 12 West and 13 West, to the northwest section corner of Section 6, Township 1 North, Range 14 West (protracted);

Thence south along the range line common to Range 14 West and Range 15 West to the southwest section corner of Section 31, Township 1 North, Range 14 West (protracted);

Thence west along the Seward Base Line to the northwest section corner of Section 6, Township 1 South, Range 15 West (protracted);

Thence south along the protracted range line common to Range 15 West and Range 16 West, crossing Township 2 South, to the section corner common to Sections 1 and 12, Township 3 South, Range 16 West (protracted), and Sections 6 and 7, Township 3 South, Range 15 West (protracted);

Thence west along the section line to the section corner common to Sections 2, 3, 10, and 11, Township 3 South, Range 16 West (protracted);

Thence south along the section line to the section corner common to Sections 34 and 35, Township 3 South, Range 16 West (protracted), and Sections 2 and 3, Township 4 South, Range 16 West (protracted);

Thence east along the township line common to Township 3 South and Township 4 South, Range 16W (protracted), crossing Ranges 15 West, 14 West, and 13 West;

Thence continuing east along said township line to the section corner common to Section 36, Township 3 South, Range 12 West; Section 31, Township 3 South, Range 11 West; Section 1, Township 4 South, Range 12 West; and Section 6, Township 4 South, Range 11 West;

Thence north along the range line common to Range 12 West and Range 11 West to the section corner common to Section 1, Township 3 South, Range 12 West; Section 6, Township 3 South, Range 11 West; Section 36, Township 2 South, Range 12 West; and Section 31, Township 2 South, Range 11 West;

Thence east along the township line common to Township 2 South and Township 3 South to the section corner common to Sections 35 and 36, Township 2 South, Range 11 West, and Sections 1 and 2, Township 3 South, Range 11 West;

Thence north along the section line, crossing the township line common to Townships 2 South and 1 South, to the northeast corner of Section 2, Township 1 South, Range 11 West;

Thence west along the Seward Base Line to the southeast corner of Section 32, Township 1 North, Range 11 West;

Thence north along the section line to the section corner common to Sections 4 and 5, Township 1 North, Range 11 West, and Sections 32 and 33, Township 2 North, Range 11 West, the true point of beginning.

Need for Service

This initiative has gained community interest following the Kenai Peninsula Borough School District's decision to eliminate funding for school pool operations, which threatened the closure of the Ninilchik pool—a valued community resource for recreation, swim lessons, and water safety training. In response, many in the Ninilchik community rallied together and successfully raised \$30,000 to keep the pool open for the summer 2025. While this grassroots effort demonstrates the community's commitment to local recreation and water safety, it also underscores the need for a more sustainable and reliable funding mechanism.

The proposed Ninilchik Recreation Service Area is intended to assist in the financial and service stability of recreation planning, maintenance, and development. Establishing the service area within the Borough structure would create a dependable tax base and governance framework to support and enhance recreational opportunities for residents.

Important to note is that the KPB Assembly chose to fund education to the cap this year, therefore, no funding, in-kind contribution, or benefit can move from the KPB budget ledger to benefit the KPBSD. There will be a hard firewall for access, utilities, and all recreational services between the KPB and the KPBSD. Any use of the service area assets or services must be compensated back to KPB taxpayers to remain within the federally required funding cap. Each service provided will be audited for fair market value for KPBSD reimbursement to the KPB (service area).

Assessed Value for Tax Year 2025 (Fiscal Year 2026) and an Estimated Budget After Comparison with Existing, Similarly-Situated KPB Recreation Service Areas

The estimated assessed real, personal and oil property value of the proposed service area is

\$636,742,319. The taxable property value is \$409,496,919. For illustrative purposes, using a 0.75 mill rate, the estimated property tax revenue for the service area would be \$307,123. Using a 1.20 mill rate, the estimated property tax revenue for the service area would be \$491,396.

The KPB structure ensures sustainability in stable revenue conditions to provide for the various service requests of the community, while also providing a fund balance for future capital needs within the service area. Although there have been requests to remain below the 0.60 mill rate mark, the addition of either a ¾-time or full-time pool manager and two ½-time lifeguards adds approximately \$196,772 in labor costs. These personnel costs, capital replacement needs, and required minimum fund balance, in addition to other items required by the KPB structure, demonstrate that a "0.60 or below" mill rate is unsustainable under the KPB structure. The expected mill rate for the new service area will likely be between 0.60 and 1.20, with the more likely scenario being at the 1.2 mill rate (see table below). The table below is included for Ninilchik citizens to consider in direct property costs to their household or business. For context, the current mill rate in Ninilchik is 9.76 and would likely increase to 10.96 under the proposed service area structure.

	0.60 Mill Rate scenario	0.75 Mill Rate scenario	1.00 Mill Rate scenario	1.20 Mill Rate scenario
Mill Rate	0.60	0.75	1.00	1.20
Estimated Tax Revenue for the Proposed Service Area	\$245,698	\$307,123	\$409,497	\$491,396
Property with a taxable assessed value of \$200,000				
Annual cost to taxpayer	\$120	\$150	\$200	\$240
Monthly cost to the taxpayer	\$10.00	\$12.50	\$16.67	\$20.00
Property with a taxable assessed value of \$350,000				
Annual cost to taxpayer	\$210	\$263	\$350	\$420
Monthly cost to the taxpayer	\$17.50	\$21.88	\$29.17	\$35.00

Population and Parcels

The exact population of the proposed Ninilchik Recreation Service Area is currently unknown, as boundaries do not align neatly with census-designated areas, making precise population estimates difficult. However, based on parcel data, there are a total of approximately 4,854 parcels within the proposed service area. Of these, an estimated 1,000 parcels are believed to be

residential. In addition, there are currently 22 fixed oil and gas parcels within the service area, as identified by the State of Alaska.

Next Steps – Plan for Service Area

I. Public Hearing to Consider the Necessity for the Proposed Service Area

The public hearing, or community meeting, to further determine the need for the service area and to identify the service area boundaries will be held at the Ninilchik Community Center, 15763 Kingsley Road, Ninilchik, on July 17, 2025 from 6:00 p.m. to 7:00 p.m. The Assembly President has appointed a special committee of three Assembly members to attend. The special committee is charged with providing the full Assembly a report on the public hearing that was held within the proposed service area boundaries. It is anticipated that such report to the full Assembly will occur during the Assembly's regularly scheduled meeting.

II. Introduction and Public Hearing on Ordinance Establishing Service Area Subject to Voter Approval

It is currently anticipated that following the community meeting and gathering of community input, an ordinance will be introduced during the Assembly's regularly scheduled meeting on July 8, 2025, to establish the service area. If that holds, then public hearing on the ordinance would be during the Assembly's regularly scheduled meeting on August 5, 2025. If the ordinance is enacted, it will be subject to ratification by the voters within the proposed service area boundaries.

III. Vote of the People on October 7, 2025

Should sponsors of this service area choose to continue after gathering likely data, it is anticipated that the voters within the proposed service area will decide whether or not to establish a service area during the Borough's regular election held on October 7, 2025.

IV. Service Area Establishment Process following the Vote

In the event the voters approve establishing the service area, the Borough Administration will then work through the process of installing the service area. This will involve understanding methods to ensure functional firewalls between the KPB and the KPBSD, an inventory of assets, transfer of assets, and purchase and transfer agreements as needed. The ordinance establishing the service area, subject to voter ratification, will contain necessary provisions regarding the legal description of the service area, the service area board of directors, qualifications for board service and terms of office, powers and duties of the advisory service board, and other provisions similar to fire and medical service areas that exist under Borough Code. Service area employees will be Borough employees and will fall under the Borough's centralized personnel system, including the applicable collective bargaining agreement. Accounting, budgeting, and other finance-related activities will be in accordance with the Borough Finance Department practices and procedures. Assets

procurement, services, or capital improvement contracts will all be in accordance with the Borough's Purchasing and Contracting Department processes and procedures.

Ultimately, this means that there will be a transition from a local, volunteer governing board to a local advisory board with Borough Administration oversight and responsibility for the service area. The manager for the service area, in consideration of any recommendation from the advisory service area board, will be appointed by the Mayor and confirmed by the Assembly. The service area will be under the executive branch of the Borough. Future budgets and spending approvals will be via the KPB Administration with advisory input and feedback.

Options for the Assembly to Consider After Public Hearing

Option 1. Do not pursue formation of a new service area; maintain status quo.

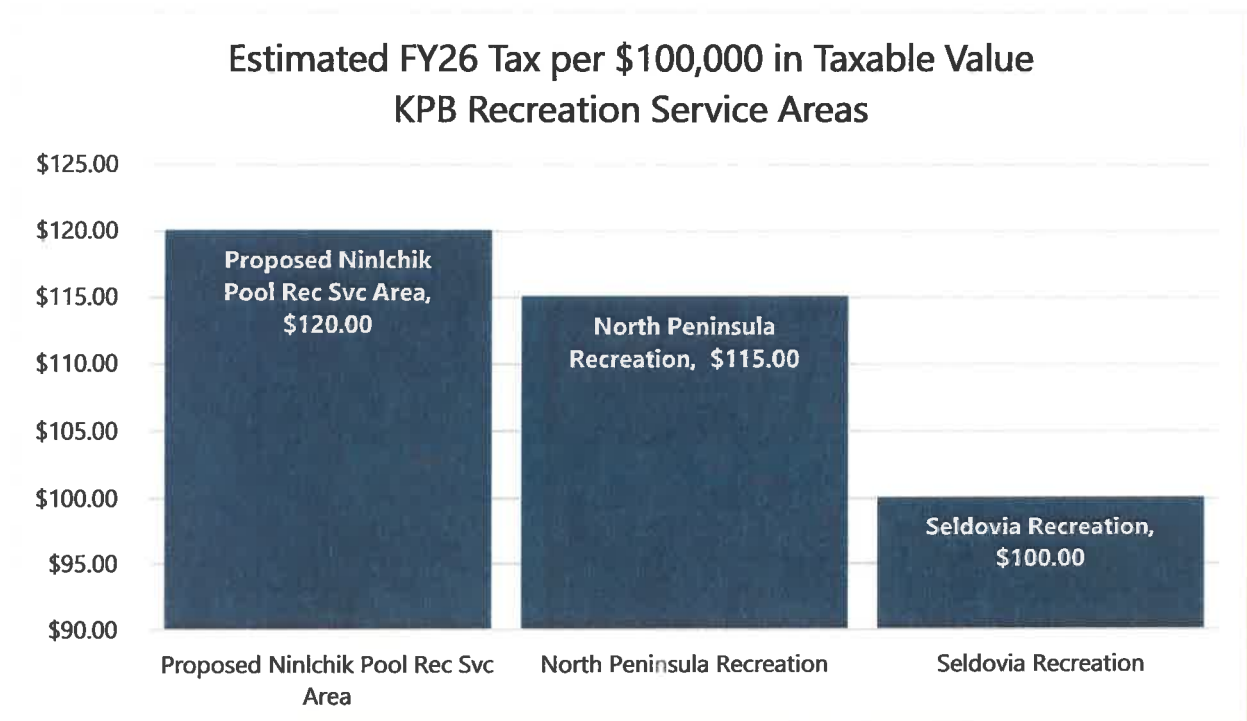
Option 2. Create a new service area, as proposed, pending voter approval. This would require introduction and hearing of an ordinance to establish the service area subject to voter approval. The ordinance may expand, contract, or otherwise modify the boundaries of the proposed service area.

Option 3. Do not pursue formation of a new service area at this time, but actively begin the process of evaluating a Pool Service Area to spread the cost and efficiencies of a larger population and comprehensive organization by expanding the boundaries of existing service areas. This would also require a future vote of the residents within the entire new area.

Summary

I certainly appreciate the initiative by the Ninilchik community to preserve and improve sustainability for recreational services that are so important to all who live in the area. I understand the community's concerns following the recent funding challenges for the pool and commend their efforts to keep this vital resource available. Recreation opportunities contribute greatly to our quality of life, and I am committed to supporting this process in whatever form best serves the community's needs.

At this juncture, I look forward to hearing from Ninilchik residents within the proposed service area during the upcoming public hearing. This will be an important opportunity to gauge the community's interest and support for establishing a recreation service area. Following the hearing, we will have a clearer understanding of community priorities and the boundaries that best align with those interests.

Other Information



Conclusion

If the Ninilchik Community chooses to place on the ballot the proposal to create a service area, or choose another option, those decisions will rest solely with the voters. I will respect and support their decision either way and will continue my administration's efforts to provide quality services at a reasonable cost. Please feel free to reach out to me for additional information at 907-714-2150 or via email at pmicciche@kpb.us.

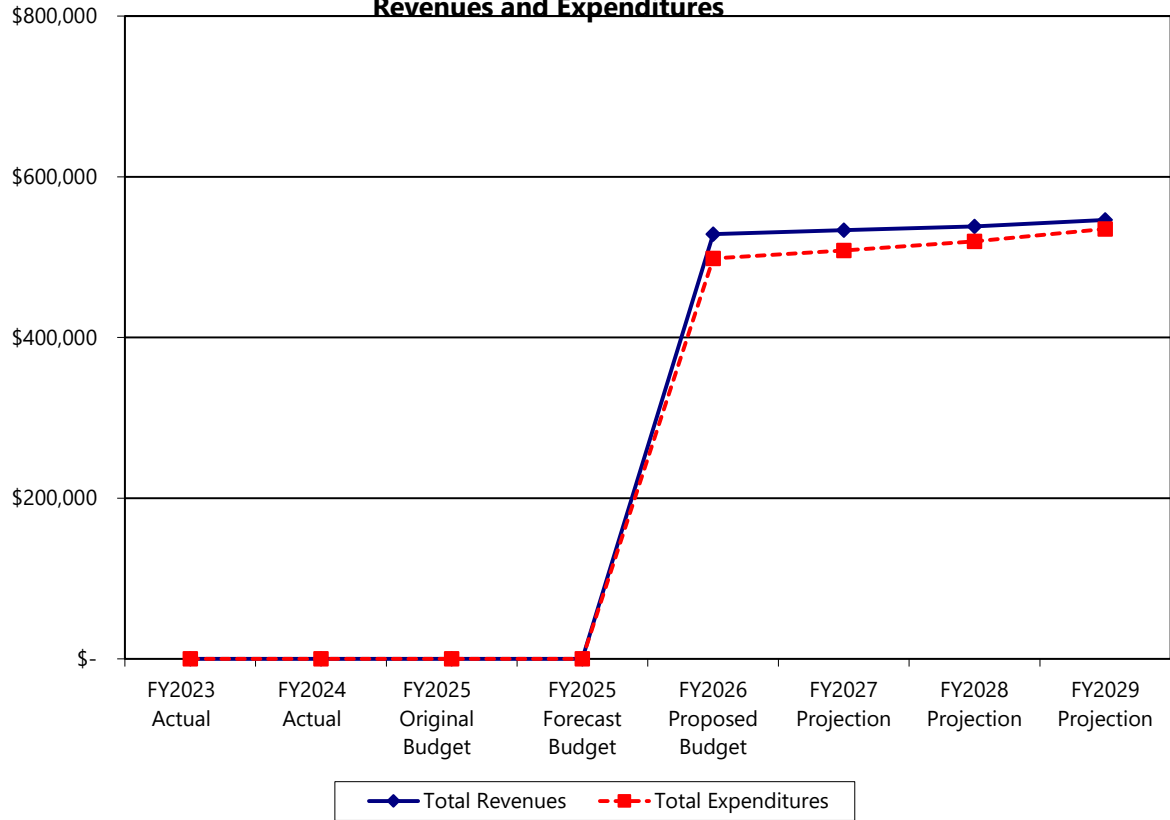
Respectfully,

Mayor Peter A. Micciche

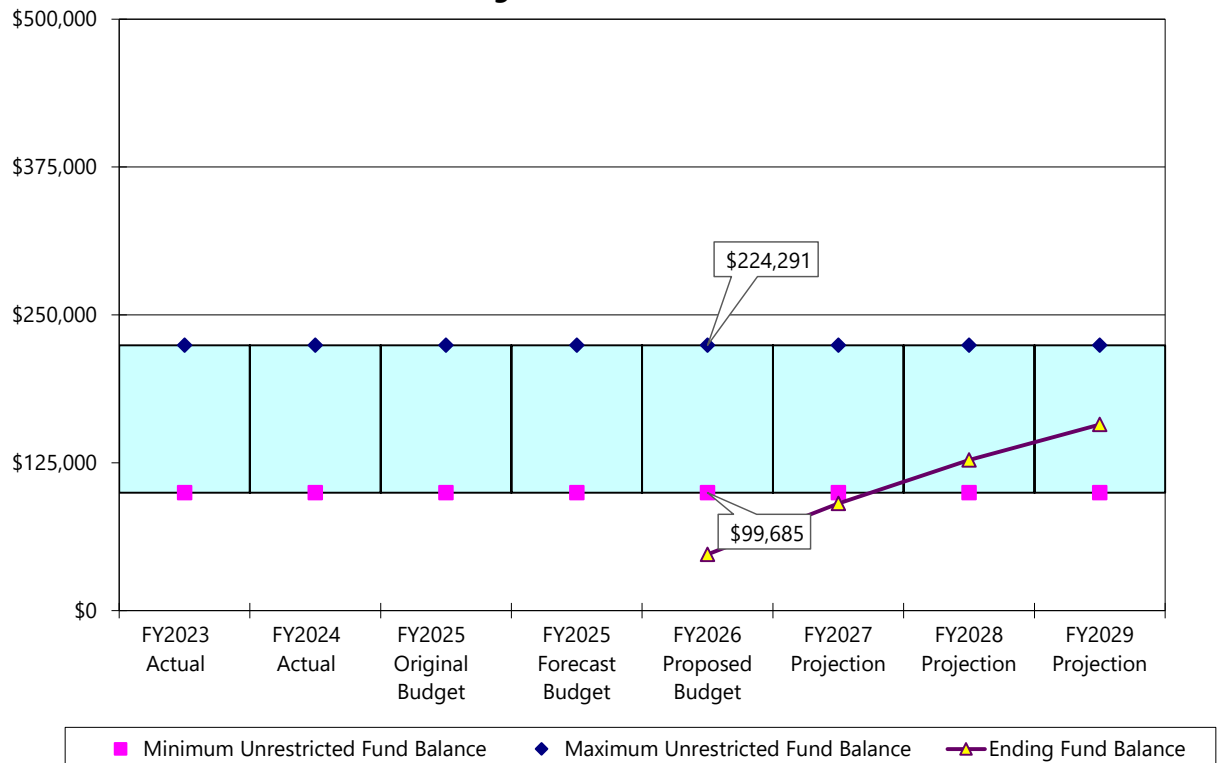
Fund: 2XX Ninilchik Recreational Service Area

Fund Budget:	FY2023	FY2024	FY2025	FY2025	FY2026	FY2027	FY2028	FY2029
	Actual	Actual	Original	Forecast	Proposed	Projection	Projection	Projection
			Budget	Budget	Budget			
Taxable Value (000's)								
Real	-	-	-	-	281,257	284,070	286,911	292,649
Personal	-	-	-	-	1,290	1,303	1,316	1,329
Oil & Gas (AS 43.56)	-	-	-	-	126,950	126,950	126,950	126,950
	-	-	-	-	409,497	412,323	415,177	420,928
Mill Rate	-	-	-	-	1.20	1.20	1.20	1.20
Revenues:								
Property Taxes								
Real	\$ -	\$ -	\$ -	\$ -	\$ 337,508	\$ 340,884	\$ 344,293	\$ 351,179
Personal	-	-	-	-	1,517	1,532	1,548	1,563
Oil & Gas (AS 43.56)	-	-	-	-	152,340	152,340	152,340	152,340
Interest	-	-	-	-	951	989	1,029	1,070
Flat Tax	-	-	-	-	940	959	978	998
Motor Vehicle Tax	-	-	-	-	280	286	292	298
Total Property Taxes	-	-	-	-	493,536	496,990	500,480	507,448
State Revenue	-	-	-	-	-	-	-	-
Interest Earnings	-	-	-	-	-	1,427	2,714	3,821
Other Revenue	-	-	-	-	35,000	35,000	35,000	35,000
Total Revenues	-	-	-	-	528,536	533,417	538,194	546,269
Total Revenues and Other								
Financing Sources	-	-	-	-	528,536	533,417	538,194	546,269
Expenditures:								
Personnel	-	-	-	-	196,772	200,708	205,726	211,898
Supplies	-	-	-	-	41,745	42,580	43,432	44,735
Services	-	-	-	-	230,297	234,903	239,601	246,789
Capital Outlay	-	-	-	-	17,350	17,697	18,051	18,593
Interdepartmental Charges	-	-	-	-	12,260	12,397	12,670	13,050
Total Expenditures	-	-	-	-	498,424	508,285	519,480	535,065
Total Expenditures and								
Operating Transfers	-	-	-	-	498,424	508,285	519,480	535,065
Net Results From Operations	-	-	-	-	30,112	25,132	18,714	11,204
Projected Lapse	-	-	-	-	17,445	17,790	18,182	18,727
Change in Fund Balance	-	-	-	-	47,557	42,922	36,896	29,931
Beginning Fund Balance	-	-	-	-	-	47,557	90,479	127,375
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 47,557	\$ 90,479	\$ 127,375	\$ 157,306

Recreation Revenues and Expenditures



Ninilchik Recreation Ending Fund Balance



**Kenai Peninsula Borough
Budget Detail**

Fund 2XX

Department XXXXX - Ninilchik Recreation Service Area

		FY2026 Sponsor Request	FY2026 Proposed Budget	Difference Between Sponsor Budget & Proposed Budget %	
Personnel					
40110	Regular Wages	\$ -	\$ 100,919	\$ 100,919	-
40120	Temporary Wages	-	-	-	-
40130	Overtime Wages	-	-	-	-
40210	FICA	-	8,507	8,507	-
40221	PERS	-	22,568	22,568	-
40321	Health Insurance	-	56,000	56,000	-
40322	Life Insurance	-	150	150	-
40410	Leave	-	8,628	8,628	-
40511	Other Benefits	-	-	-	-
	Total: Personnel	114,240	196,772	82,532	72.24%
Supplies				-	-
42120	Computer Software	-	1,500	1,500	-
42210	Operating Supplies	36,000	24,000	(12,000)	-33.33%
42230	Fuel, Oils and Lubricants	-	-	-	-
42250	Uniforms	-	-	-	-
42310	Repair/Maintenance Supplies	10,000	-	(10,000)	-100.00%
42410	Small Tools & Minor Equipment	12,000	12,000	-	0.00%
42960	Recreational Supplies	3,245	4,245	1,000	30.82%
	Total: Supplies	61,245	41,745	(19,500)	-31.84%
Services				-	-
43011	Contractual Services	-	1,224	1,224	-
43019	Software Maintenance	-	1,000	1,000	-
43026	Software Licensing	-	535	535	-
43110	Communications	-	7,008	7,008	-
43140	Postage and Freight	-	-	-	-
43210	Transportation/Subsistence	-	-	-	-
43260	Training	-	780	780	-
43310	Advertising	-	-	-	-
43510	Insurance/Litigation Fund Premiums	29,000	13,430	(15,570)	-53.69%
43610	Utilities	51,000	166,920	115,920	227.29%
43720	Equipment Maintenance	-	300	300	-
43780	Buildings/Grounds Maintenance	20,000	30,000	10,000	50.00%
43810	Rents and Operating Leases	8,800	8,800	-	0.00%
43920	Dues and Subscriptions	-	300	300	-
43960	Recreation Program Expenses	-	-	-	-
	Total: Services	108,800	230,297	121,497	111.67%
Capital Outlay				-	-
48120	Major Office Equipment	-	-	-	-
48311	Major Machinery and Equipment	-	12,000	12,000	-
48513	Major Recreational Equipment	-	-	-	-
48710	Minor Office Equipment	-	600	600	-
48720	Minor Office Furniture	-	750	750	-
48740	Minor Machinery and Equipment	5,000	-	(5,000)	-100.00%
48755	Minor Recreational Equipment	-	4,000	4,000	-
	Total: Capital Outlay	5,000	17,350	12,350	247.00%
				\$ -	-
Interdepartmental Charges				-	-
61990	Admin Service Fee	-	106	106	-
XXXXX	Other	40,000	12,154	(27,846)	-69.62%
	Total: Interdepartmental Charges	40,000	12,260	(27,740)	-69.35%
				-	-
Department Total		\$ 329,285	\$ 498,424	\$ 169,139	51.37%

From: Meg Zerbinos <mzerbinos@gmail.com>
Sent: Tuesday, July 15, 2025 8:54 PM
To: G_Notify_AssemblyClerk
Subject: <EXTERNAL-SENDER> Pools

CAUTION: This email originated from outside of the KPB system. Please use caution when responding or providing information. Do not click on links or open attachments unless you recognize the sender, know the content is safe and were expecting the communication.

Please give this message to the Assembly members.

Please consider transferring control of one, or more, of the school pools to the Kenai Peninsula Borough. We plead for funding for them to remain open each year.

You have heard many comments on the benefits of the pools. Most important is the life saving instruction given to people in our area that live, and play, close to major water areas.

I use the Skyview Pool three times a week for my health, and I see many others there for the same reason.

Please consider my request for the many benefits the pools offer our community.

Thank you,
Margaret Zerbinos
34380 Sienna Circle
Soldotna, AK 99669
Sent from my iPad

02025-17

From: Kenai Peninsula Borough <webmaster@kpb.us>
Sent: Monday, July 21, 2025 3:36 PM
To: BoroughAssembly; Mayor's Department
Cc: G_Notify_AssemblyClerk
Subject: New Public Comment to Assembly Members

Your Name: Patricia Tilbury

Your Email: pstilbury@yahoo.com

Subject: Ninilchik Recreational Service Area Proposal

Message:

Dear Assembly Members, Thank you for the opportunity to comment on this project. I have lived in Ninilchik for 42 years and have spent the last 30 as an employee of the Kenai Peninsula Borough School District—27 of those years directly involved with Ninilchik School and the daily use and financial aspects of the pool. Based on that experience, I feel compelled to express my concern regarding the proposed recreational service area and to state that I do not support it.

Historically, usage of the Ninilchik pool has been low, and this has not changed in recent years. In my recollection, annual pool revenue is just over \$10,000. The proposed projection of \$33,000 represents a significant and unrealistic increase that lacks clear supporting data. Additionally, will KPBSD budget to cover student user fees? They will certainly be the largest user group. Given the district's ongoing financial uncertainty, I do not believe this revenue avenue can be relied upon.

While I recognize the value of swimming skills, water safety, and recreational opportunities, the reality is that maintaining a pool is a costly and ongoing obligation. With five other public pools already available between the Homer and Nikiski areas, residents have reasonable access to these services. I do not believe placing this increased tax burden on property owners is a fiscally responsible decision.

It's also important to note that simply having a pool does not guarantee swim instruction or water safety programs. These programs are not specified in an educational curriculum and they require trained staff, and thoughtful planning.

Operational management presents another concern. Several KPB facilities are already in need of significant repair, primarily due to the high cost of upkeep. If both the school district and the borough have determined they can no longer afford to support the Ninilchik Pool, that should be seen as a red flag—not a reason to shift the financial responsibility to a small group of local taxpayers.

The facts on long-term sustainability are already clear: pools are expensive to operate, and user fees only cover a fraction of total costs. For all these reasons, I do not support this proposal or the nearly \$500,000 in new annual tax liability it would place on property owners. I do not believe this is a sound financial decision or one that serves the greater good of the community.

Thank you for your time and consideration.

Introduced by: Mayor
Date: 08/05/25
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2025-031**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A JOINT
FUNDING AGREEMENT WITH THE U.S. DEPARTMENT OF THE
INTERIOR, U.S. GEOLOGICAL SURVEY TO COOPERATIVELY
MAINTAIN THE STREAM RIVER GAGES AND GAGING STATIONS**

WHEREAS, the stage-only gaging station located on the Anchor River near Anchor Point and the continuous record stream gaging stations located on Grouse Creek near Seward, Snow River near Seward, Kenai River at Cooper Landing, and Kenai River below Skilak Lake Outlet near Sterling provide valuable hydrological data collected for flood warning and flood forecasting purposes on the Kenai Peninsula; and

WHEREAS, the use of these gages has been jointly used by the borough and the U.S. Geological Survey (USGS) for several years under a joint funding agreement; and

WHEREAS, the proposed new agreement is for a one-year period from July 1, 2025, through June 30, 2026, with the KPB paying \$80,000 and with the USGS paying \$75,000; and

WHEREAS, sufficient funds were appropriated for this agreement in the FY2026 annual budget; and

WHEREAS, the KPB's best interests are served by entering into this agreement to assist in minimizing flood damage by providing early warning of impending flood hazards to property owners in low-lying areas;

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

SECTION 1. That the Mayor is authorized to execute a joint funding agreement with the U.S. Department of the Interior U.S. Geological Survey substantially in the form of the accompanying agreement in which the Kenai Peninsula Borough contributes \$80,000 towards joint funding of costs of field maintenance and of analytic work using the above described stream gages.

SECTION 2. That this resolution takes effect immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 5TH DAY OF AUGUST, 2025.

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Office of Emergency Management

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*

FROM: Brenda Ahlberg, Emergency Manager *Ba*

DATE: July 24, 2025

RE: Resolution 2025- 031 , Authorizing the Mayor to Execute a Joint Funding Agreement with the U.S. Department of the Interior, U.S. Geological Survey to Cooperatively Maintain the Stream River Gages and Gaging Stations (Mayor)

Since 2016, the KPB has been part of a long-standing partnership with the U.S. Geological Survey (USGS) to jointly fund stream gages which collect hydrologic data for flood warning and forecasting of rivers on the Kenai Peninsula. Rivers include Anchor River, Grouse Creek, Snow River, Kenai River at Cooper Landing, and Kenai River below Skilak Lake outlet.

USGS will provide operate and maintain the gages as well as provide near, real-time data online at <http://waterdata.usgs.gov/nwis/> and publish finalized data to the same site. The total project cost under the one-year agreement is \$155,000 which is jointly funded:

	KPB	USGS	TOTAL
July 1, 2025 to June 30, 2026	\$80,000	\$75,000	\$155,000

Funds were appropriated in the FY26 budget.

Your consideration is appreciated.

Enclosed: USGS FY26 Agreement

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001104
Agreement #: 25WBJFA00000005
Project #: WB00GR1
TIN #: 92-0030894

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2025, by the U.S. GEOLOGICAL SURVEY, Alaska Science Center Water, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Kenai Peninsula Borough party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$75,000 by the party of the first part during the period July 1, 2025 to June 30, 2026

(b) \$80,000 by the party of the second part during the period July 1, 2025 to June 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001104
Agreement #: 25WBJFA00000005
Project #: WB00GR1
TIN #: 92-0030894

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeff Conaway
Associate Center Director Water, Ice,
and Landscape Dynamics
Address: 4210 University Drive
Anchorage, AK 99508
Telephone: (907) 786-7041
Fax: (907) 786-7150
Email: jconaway@usgs.gov

Customer Technical Point of Contact

Name: Peter Micciche
Honorable Mayor
Address: 144 North Binkley
Soldotna, Alaska 99669
Telephone: (907) 714-2150
Fax:
Email: pmicciche@kpb.us

USGS Billing Point of Contact

Name: Starlyn Lenore
Budget Analyst
Address: 4210 University Drive
Anchorage, AK 99508
Telephone: (907) 786-7117
Fax:
Email: slenore@usgs.gov


Customer Billing Point of Contact

Name: Brenda Ahlberg
Emergency Manager
Address: 144 North Binkley
Soldotna, Alaska 99669
Telephone: (907) 262-2098
Fax:
Email: bahlberg@kpb.us

U.S. Geological Survey
United States
Department of Interior

Kenai Peninsula Borough

Signature

CHRISTIAN
By  ZIMMERMAN Date: _____
Name: Christian E. Zimmerman
Title: Director, Alaska Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



United States Department of the Interior

U.S. GEOLOGICAL SURVEY ALASKA SCIENCE CENTER

4210 University Drive
Anchorage, Alaska 99508-4626

June 5, 2025

Honorable Peter A. Micciche, Mayor
Kenai Peninsula Borough
144 North Binkley
Soldotna, Alaska 99669
Attention: Brenda Ahlberg

Dear Mayor Micciche:

Thank you for your interest in the continuation of hydrologic data collection for flood warning and flood forecasting on the Kenai Peninsula. We have enclosed a Joint Funding Agreement (JFA) to continue operation for the stage-only gaging station on Anchor River near Anchor Point, and the continuous record stream gaging stations on Grouse Creek near Seward, Snow River near Seward, Kenai River at Cooper Landing, and Kenai River below Skilak Lake Outlet near Sterling.

Annual costs to KPB and USGS for our existing JFA are summarized below and have not increased since SFY25.

	KPB	USGS	TOTAL
July 1, 2025 to June 30, 2026	\$80,000	\$75,000	\$155,000

Costs by stream gaging station for this year are listed in the appendix. Please note that the gage on Kenai River at Soldotna is funded separately by the USGS and U.S. Army Corps of Engineers.

As part of the operation of the gages, the USGS will:

- Operate and maintain the streamgage.
- Maintain datum at the site.
- Record stage data every 15 minutes.
- Make discharge measurements during visits to maintain the stage-discharge rating curve and to define the winter hydrograph.
- Post near real-time stage and discharge data in the USGS online *USGS Water Data for the Nation* from <http://waterdata.usgs.gov/nwis/> and publish finalized data to the same site.
- Store the data in the USGS databases.

The Kenai Peninsula Borough will be billed quarterly, beginning September, 2025. Work

performed with funds from this agreement will be conducted on a fixed-cost basis. The USGS will retain all equipment purchased with funds from this agreement. It is understood that data obtained during the course of this work will be available to the USGS for publication and use in connection with related work. This agreement operates under the authority of statute 43 USC 50, which allows us to perform this work.

Please contact Starlyn Lenore at (907) 786-7117 with any billing concerns. Thank you for your understanding and cooperation in this matter. If you have any technical questions, please call Jeff Conaway at 907 786-7041. We appreciate your support of this valuable water resources program.

Sincerely,

CHRISTIAN
ZIMMERMAN

Digitally signed by
CHRISTIAN ZIMMERMAN
Date: 2025.06.12 07:11:36
-08'00'

Christian E. Zimmerman
Director, Alaska Science Center

cc: Chad Smith (USGS-ASC)
Jeff Conaway (USGS-ASC)

APPENDIX

Annual flood warning gage costs State Fiscal Year 2025

This agreement covers July 1, 2025 through June 30, 2026, only.

State Fiscal Year 2025					
	KPB	USGS COOP	TOTAL	Corps of Engineers	USGS FPS
Grouse Creek near Seward	\$19,000	\$15,000	\$34,000		
Snow River near Seward	\$19,000	\$15,000	\$34,000		
Anchor River near Anchor Point	\$4,000	\$15,000	\$19,000		
Kenai River at Cooper Landing	\$19,000	\$15,000	\$34,000		
Kenai River below Skilak Lake	\$19,000	\$15,000	\$34,000		
TOTAL	\$80,000	\$75,000	\$155,000		
Kenai River Soldotna				\$16,000	\$17,233

Previous Agreement Totals:

	KPB	USGS	TOTAL
July 1, 2015 to June 30, 2016	\$91,562	\$26,457	\$118,019
July 1, 2016 to June 30, 2017	\$76,563	\$45,000	\$121,563
July 1, 2017 to June 30, 2018	\$76,563	\$45,000	\$121,563
July 1, 2018 to June 30, 2019	\$76,563	\$45,000	\$121,563
July 1, 2019 to June 30, 2020	\$76,563	\$45,000	\$121,563
July 1, 2020 to June 30, 2021	\$76,563	\$45,000	\$121,563
July 1, 2021 to June 30, 2022	\$76,563	\$45,000	\$121,563
July 1, 2022 to June 30, 2023	\$76,563	\$75,000	\$151,563
July 1, 2023 to June 30, 2024	\$80,000	\$75,000	\$155,000

Introduced by:
Date:
Action:
Vote:

Mayor
08/05/25

**KENAI PENINSULA BOROUGH
RESOLUTION 2025-032**

**A RESOLUTION AUTHORIZING A STANDARDIZATION POLICY FOR
KPB-OWNED WEBPAGE CONTENT UPDATE SERVICES**

WHEREAS, KPB 5.28.280(B)(2) provides for direct procurement pursuant to standardization policy approved by the Assembly

WHEREAS, Gere Tactical, Inc. recently successfully complete a competitively bid project to overall multiple KPB web platforms; and

WHEREAS, to maintain consistency, security and stability of KPB's website, it serves KPB's best interest to standardize webpage content update services with Gere Tactical, Inc. for an initial term of three years;

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

SECTION 1. That the Mayor is authorized to standardize and approve all purchases from Gere Tactical, Inc., for webpage and web platform content update and upgrade services. Unless extended by the Assembly, this standardization policy will expire on July 1, 2028.

SECTION 2. That this resolution is takes effect immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 5TH DAY OF AUGUST, 2025.

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

IT Department

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*
John Hedges, Purchasing & Contracting Director *JH*

FROM: Ben Hanson, IT Director *BH*

DATE: July 24, 2025

RE: Resolution 2025-032, Authorizing a Standardization Policy for KPB-Owned Webpage Content Update Services (Mayor)

KPB Code allows for direct procurement pursuant to standardization policy approved by the Assembly. In 2024, through RFP24-010 KPB selected Gere Tactical, Inc. (Gere Tactical) as the most qualified and responsive proposer to overhaul multiple KPB web platforms, including KPB's primary website (www.kpb.us). After successfully completing the project, KPB IT determined that efficient, centralized management of content was essential to maintaining consistency, security and stability of KPB's website.

During the 2024 overhaul, Gere Tactical had a direct hand in configuring the website, establishing new navigational hierarchies and creating content to support KPB's communication direction. As a result of Gere Tactical's execution of this overhaul, they are in a unique position to provide ongoing content updates for the Kenai Peninsula Borough. By capitalizing on this successful collaboration, KPB will avoid the cost of training and onboarding a new contractor every year, and can instead focus on improving communication with the public.

KPB seeks to contract with Gere Tactical for a 1-year term, not to exceed \$40,000, renewable for 3 years. This resolution will approve a standardization policy to utilize Gere Tactical Inc web content update services. Unless extended by the Assembly, the policy will expire on July 1, 2028.

Your consideration is appreciated.

Introduced by: Ribbens at the Request of
the Borough Clerk
Date: 08/05/25
Hearing: 08/19/25
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-03**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE GENERAL
FUND FOR ELECTION PUBLICATION COSTS RELATED TO
PUBLISHING CITIZEN INITIATIVE ORDINANCES**

WHEREAS, provided there is a newspaper of general circulation in a municipality, State law and KPB Code require that the initiative ordinance be published, in full, in the notice of election but may be summarized on the ballot to indicate clearly the proposal submitted; and

WHEREAS, current KPB Code defines a newspaper of general circulation in a manner that includes two local newspapers and, therefore, publication, in full, of any citizen initiative ordinances is required;

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 \$6,500 is appropriated from the General Fund fund balance to account 100.11130.ELE26.49999 for costs related to the KPB's regular local election on October 7, 2025.

SECTION 3. 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 4. That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF *, 2025.**

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Clerk's Office

MEMORANDUM

TO: Members, KPB Assembly

THRU: Peter Ribbens, Assembly President *PR*

FROM: Michele Turner, Borough Clerk *(MT)*

DATE: July 24, 2025

RE: Ordinance 2025-19-03 __, Appropriating Funds from the General Fund for Election Publication Costs Related to Publishing Citizen Initiative Ordinances (Ribbens at the Request of the Borough Clerk)

Under current law and definitions of a newspaper of general circulation, the Clerk's Office is required to publish citizen initiative ordinances, in full, in the notice of election. The estimated cost is \$6,500. This cost includes the cost for one initiative petition that has been certified and will appear on the October 7, 2025 ballot. The cost also includes an estimate for another initiative petition that has not yet been certified and therefore it is not currently known if the second initiative ordinance will appear on the ballot and need to be published in full. If the second initiative ordinance is not certified by or before the August 5, 2025 deadline for the Assembly to approve proposition summaries for the October 7, 2025 regular election, then unused funds appropriated by this ordinance will lapse to the general fund.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No. <u>100.27910</u>	Amount: <u>\$ 6,500</u>
By: <u><i>CT</i></u>	Date: <u>7/22/2025</u>
By: <u><i>BT</i></u>	

Introduced by:	Mayor
Date:	08/05/25
Hearing:	08/19/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-04**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE SCHOOL
CAPITAL PROJECT FUND FOR THE SEWARD HIGH SCHOOL
FLOORING REPLACEMENT PROJECT**

WHEREAS, the Seward High School gym floor has reached the end of its useful life; and

WHEREAS, a new gym floor will mitigate risks associated with an aging, cracked gym floor and provide a floor engineered to have a 30 to 50 year useful life;

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 \$207,400 is appropriated from the School Capital Project Fund fund balance to 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. 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 5. That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF *, 2025.**

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Maintenance Department

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

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

FROM: Nicholas Kemp, Maintenance Director *NK*

DATE: July 24, 2025

RE: Ordinance 2025-19-04, Appropriating Funds from the School Capital Project Fund for the Seward High School Flooring Replacement Project (Mayor)

The Seward High School gym floor is 30-years-old and is exhibiting cracks, raised boards, and other issues that need to be addressed as soon as possible. After interim repairs the underlying damage is still occurring, Therefore, the Maintenance Department is proposing a full floor replacement using a proven mitigation membrane and sports-grade hardwood. This method is projected to provide 30 to 50 years of reliable performance.

The full floor replacement project at Seward High School is estimated to cost \$317,400, of which \$110,000 will be made available through previously appropriated design funds, with reprioritization of \$50,000 earmarked for areawide floor projects and \$60,000 earmarked for the West Homer Fire Alarm Design Project. The remaining funds required for the project are being requested via appropriation from the School Capital Project Fund fund balance in the amount of \$207,400.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>400.27910 (FB)</u> Amount: <u>\$ 207,400</u>
By: <u><i>CS</i></u>	Date: <u>7/22/2025</u>

Introduced by:	Mayor
Date:	08/05/25
Hearing:	08/19/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2024-19-41**

**AN ORDINANCE RECORDING FY2025 EXPENDITURES PAID BY THE
STATE OF ALASKA DEPARTMENT OF ADMINISTRATION, DIVISION
OF RETIREMENT & BENEFITS ON BEHALF OF THE KENAI
PENINSULA BOROUGH TOWARD THE KPB'S UNFUNDED PERS
LIABILITY**

WHEREAS, the 2024 Alaska Legislature enacted HB268 which appropriated funds to the Department of Administration, Division of Retirement & Benefits (DRB) on behalf of the Kenai Peninsula Borough (KPB), to reduce the liability of political subdivisions to the Public Employees Retirement System (PERS) for FY2025; and

WHEREAS, it is anticipated that the DRB will notify KPB mid-August, of the amount received on behalf of the KPB, which will be an amount equal to the difference between the KPB's budgeted PERS rate of 22 percent and a total contribution rate of 26.76 percent; and

WHEREAS, generally Accepted Accounting Principles (GAAP) require KPB to record expenditures paid on its behalf; and

WHEREAS, FY2025 expenditure budgets should be increased (for which there will be a corresponding revenue adjustment) to reflect the receipt of these funds by the DRB on behalf of KPB;

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

SECTION 1. That FY2025 revenue budgets are increased by the following amounts to reflect funds the Department of Administration, Division of Retirement & Benefits received on behalf of the Kenai Peninsula Borough:

Fund	Amount
General fund	\$ _____
Nikiski Fire Service Area	_____
Bear Creek Fire Service Area	_____
Western Emergency Service Area	_____
Central Emergency Services	_____
Kachemak Emergency Service Area	_____
North Peninsula Recreation Service Area	_____
Road Service Area	_____
School Maintenance	_____
Land Trust	_____
Seward Bear Creek Flood Service Area	_____
911 Emergency Communications	_____
Solid Waste	_____
Risk Management	_____
Fund	\$ _____

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

Account	Amount
100-11120-00000-40221	\$ _____
100-11140-00000-40221	_____
100-11210-00000-40221	_____
100-11227-00000-40221	_____
100-11230-00000-40221	_____
100-11231-00000-40221	_____
100-11232-00000-40221	_____
100-11233-00000-40221	_____
100-11235-00000-40221	_____
100-11250-00000-40221	_____
100-11310-00000-40221	_____
100-11410-00000-40221	_____
100-11430-00000-40221	_____
100-11440-00000-40221	_____
100-11441-00000-40221	_____
100-11510-00000-40221	_____

[illegible]

\$ _____

Peter Ribbens, Assembly President

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PM*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: July 24, 2025

SUBJECT: Ordinance 2024-19- 41 , Recording FY2025 Expenditures Paid by the State of Alaska Department of Administration, Division of Retirement & Benefits on behalf of the Kenai Peninsula Borough toward the KPB's Unfunded PERS Liability (Mayor)

As part of the 2024 Alaska legislative session, the legislature passed, and the Governor signed, HB268 which appropriated funds to help defray the cost of increased employer contributions to the Public Employees' Retirement System (PERS) for fiscal year 2025. The purpose of this legislation was to contribute to the PERS system an amount estimated to be equal to the difference between municipalities' budgeted PERS rate of 22 percent and the actuarially determined rate of 26.76 percent. The amount contributed on the Borough's behalf for FY2025 is estimated to be \$1.2 million. However, the exact amount will not be known until notification is received mid-August.

Generally Accepted Accounting Principles ("GAAP") require that the Borough record expenditures paid on their behalf. This ordinance also amends the budget to reflect these expenditures; there will be no impact to fund balances of any fund as revenues equal to the expenditures will also be recorded.

Upon receipt of an official notification of the amount(s) from DRB, an amendment memorandum will be provided to fill-in the amounts that are currently blank in the ordinance.

Your consideration is appreciated.

Introduced by:	Mayor
Date:	08/05/25
Hearing:	08/19/25
Action:	
Vote:	

**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 _____, the SPHI Board of Directors recommended _____; and

WHEREAS, at its regular meeting of _____, the South Kenai Peninsula Hospital Service Area Board recommended _____; and

WHEREAS, its regular meeting of _____, the KPB Planning Commission 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, (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 * DAY OF *, 2025.

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Planning Department – Land Management Division

MEMORANDUM

TO: Peter Ribbens, 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: July 24, 2025

RE: Ordinance 2025-19-06, Authorizing the Acquisition, and Appropriating Funds for the Purchase, of Four Properties Located within the City of Homer on Behalf of the South Kenai Peninsula Hospital Service Area (Mayor)

South Peninsula Hospital Inc. (SPHI) has requested the KPB proactively secure properties necessary to meet current and future hospital expansion needs.

Land Management has negotiated the purchase of the following properties:

Walls et al. Property – Purchase price: \$500,000; physical address: 324 West Fairview Avenue
The Walls et al. property consists of a .19-acre lot and 1,028-square-foot existing residential structure, to be demolished after closing. The Walls et al. Property lies within the Homer Medical District.

Westwing, LLC Property – Purchase price: \$550,000; physical address: 4117 Bartlett Street
The Westwing, LLC Property consists of a .19-acre lot and 1,612-square-foot office building currently under lease by SPHI for \$3,000 per month. SPHI intends to immediately occupy the building after closing. The Westwing, LLC Property lies within the Homer Medical District.

Lazy Bulldogs, LLC Property – Purchase price: \$825,000; physical address: 3714 Greatland Street
The Lazy Bulldogs, LLC Property consists of a .34-acre lot and a 1,650-square-foot office building. SPHI intends to immediately occupy the building after closing. The Lazy Bulldogs, LLC Property lies within the Homer Central Business District.

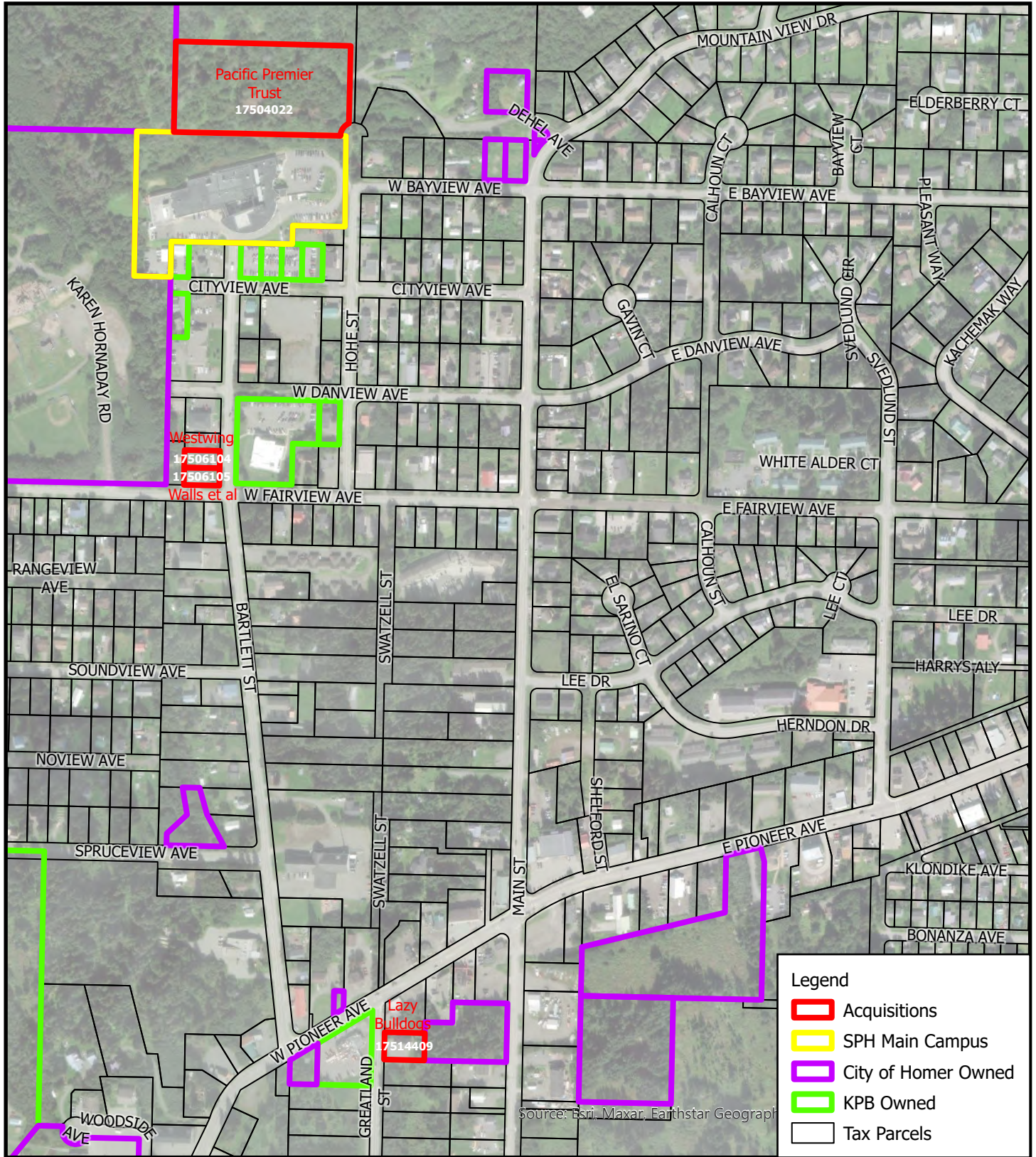
Pacific Premier Trust Property – Purchase price: \$171,500; physical address: 4323 Main St.
The Pacific Premier Trust Property consists of a 4.82-acre vacant parcel. The Pacific Premier Trust Property lies within the Homer Rural Residential District.

July 24, 2025
Page -2-
Re: 2025-19-06

The ordinance authorizes the acquisition of the subject properties, appropriates \$2,046,500 for the acquisitions, and an additional \$55,000 for related due diligence, administrative, and closing fees from the SPH Plant Replacement and Expansion Fund fund balance.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>491.20602</u>
Amount:	<u>\$2,101,500</u>
By: <u>CS</u>	Date: <u>7/24/2025</u>



0 640 1,280 1,920 ft

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is made by and between Marie Alexson, whose address is P.O. Box 661, Homer, AK 99603, and Russell Walls, whose address is 4257 Westwood Dr., Anchorage, AK 99517 and Robyn Walls, whose address is 59840 Winding Trails, Homer, AK 99603 (Sellers); and the Kenai Peninsula Borough, an Alaska municipal corporation, as buyer, whose address is 144 North Binkley Street, Soldotna, Alaska 99669 (KPB) (collectively, 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:

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) (the Property); and

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

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



1. PURCHASE PRICE

The purchase price of the Property is FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00). 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. PERSONAL PROPERTY:

All existing personal property is to be considered the personal property of the Sellers and to be removed on or before closing. Said personal property must be removed in a professional, workmanlike manner. Any damage to the remaining real property caused by the removal of the personal property identified in this Section must be repaired by Sellers at Sellers' expense and to KPB's satisfaction prior to closing.

Seller to retain and move, at seller sole expense, up to 5 trees currently located on the property. Trees must be removed prior to closing in a professional, workman like manner and replaced with fill, level with the existing grade of the lot. Buyer to inspect and approve completed work prior to closing.

3. EXPIRATION OF OFFER

Sellers must sign and return this Agreement to KPB on or before **July 16, 2025, at 11:00am;** otherwise, this offer will terminate.

4. TITLE

Title must be delivered at time of closing by statutory warranty deed, which must be issued to KPB. Sellers warrant and covenant that at the time of closing there will be no liens or judgments recorded against Sellers 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.

5. 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. Sellers agree 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. Sellers are responsible for realtor's commission, if any; all unpaid taxes for prior years, if any; and all unpaid outstanding assessments, if any. All costs must be paid in full at the time of closing.

6. CLOSING

Unless otherwise agreed to in writing, closing will occur on or before **October 10, 2025,** or as specifically agreed to by the Parties. At closing, KPB 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.

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 Sellers intend 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 Sellers intend for this transaction to be part of a Section 1031 like-kind exchange, Sellers may assign their 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

Sellers hereby agree 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 Sellers. If said written disclosures present a matter unsatisfactory to KPB, KPB may terminate this Agreement without penalty.

11. CONTINGENT ON INSPECTION / REVIEW / APPRAISAL

Closing is contingent upon the satisfactory completion of a third-party inspection and environmental review of the Property. KPB may elect to obtain an independent property appraisal. If KPB so elects, closing will be contingent upon completion of the independent property appraisal. Contingencies considered under this Section must be completed on or before **September 5, 2025**. All inspections and related due diligence required under this Section will be conducted solely at KPB's expense.

12. HAZARDOUS MATERIAL

Sellers covenant to the best of Sellers' 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. Sellers agree that no hazardous substances or wastes will be located on, nor stored on the Property or any adjacent property owned or leased by Sellers or their contractors, nor will any such substance be owned, stored, used, or disposed of on the Property or any adjacent property by Sellers, their agents, employees, contractors, or invitees, prior to KPB's ownership, possession, or control of the Property.

13. DEFENSE AND INDEMNIFICATION

Sellers 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 Sellers' performance or failure to perform in accord with the terms of this Agreement in any way whatsoever. Sellers will be responsible under this clause for any and all claims of any character resulting from Sellers' or Sellers' 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, Sellers will not be responsible for any damages or claims arising from the sole negligence or willful misconduct of KPB, its agents, or employees.

14. ENVIRONMENTAL CONTINGENCY

If, during the course of KPB's due diligence inspection/review of the Property pursuant to Section 11, "Contingent on Inspection/Review/Appraisal", KPB discovers the presence of

Handwritten signature and initials, possibly "A RW" and "RW".

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 Sellers 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 Sellers 30 days from notice to provide a mitigation plan outlining steps taken by Sellers to remedy said hazards to KPB's satisfaction at Sellers' 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, Sellers hereby indemnify 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.

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 Sellers 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 Sellers 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 Sellers 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 Sellers 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. Sellers will deliver the Property in its as-is condition.
- F. Confidentiality. This Agreement will be considered proprietary to the Parties until presented to the KPB Assembly for the authorization process referenced in Section 8, "Kenai Peninsula Borough Assembly Approval", at which point this Agreement may be considered a public record.
- G. 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.
- H. This Agreement may only be amended in writing, which amendment document must be signed by the Parties.

 RW  RW

BUYER:
KENAI PENINSULA BOROUGH:

P. Micciche 07/14/25
Peter A. Micciche, Mayor (Date)

SELLERS:

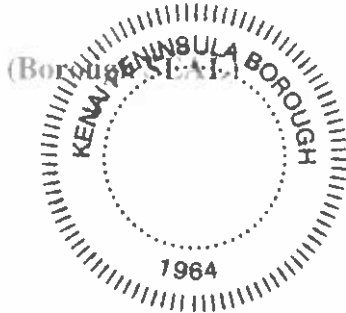
<u>Marie Alexson</u>	7/14/2025
Marie Alexson	(Date)
<u>Russell Walls</u>	7/14/2025
Russell Walls	(Date)
<u>Robyn Walls</u>	7/14/2025
Robyn Walls	(Date)

ATTEST:

Michele Turner
Michele Turner, CMC
Borough Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

A. Walker Steinhage 7/16/2025
A. Walker Steinhage
Deputy Borough Attorney (Date)



PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is made by and between Lazy Bulldogs, LLC, an Alaska Limited Liability Company, as seller, whose address is 14380 Echo Canyon Road, Anchorage, AK 99516, (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 Homer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

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) (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 EIGHT HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$825,000.00). 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. PERSONAL PROPERTY:

All existing personal property is to be considered the personal property of the seller and to be removed on or before closing. Said personal property must be removed in a professional, workmanlike manner. Any damage to the remaining real property caused by the removal of the personal property identified in this Section must be repaired by Seller at Seller's expense and to KPB's satisfaction prior to closing.

3. EXPIRATION OF OFFER

Sellers must sign and return this Agreement to KPB on or before **July 16, 2025, at 11:00am;** otherwise, this offer will terminate.

4. 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.

5. 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, if any; all unpaid taxes for prior years, if any; and all unpaid outstanding assessments, if any. All costs must be paid in full at the time of closing.

6. CLOSING

Unless otherwise agreed to in writing, closing will occur on or before **October 10, 2025**, or as specifically agreed to by the Parties. At closing, KPB 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.

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 Seller. If said written disclosures present a matter unsatisfactory to KPB, KPB may terminate this Agreement without penalty.

11. CONTINGENT ON INSPECTION / REVIEW / APPRAISAL

Closing is contingent upon the satisfactory completion of a third-party inspection and environmental review of the Property. Closing will also be contingent upon the completion of an independent property appraisal. Contingencies considered under this section must be completed on or before **September 5, 2025**. All inspections and related due diligence required under this Section will be conducted solely at KPB's expense.

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 Seller or its 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/review of the Property pursuant to Section 12, "Hazardous Material", 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. 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.

15. 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.

16. MISCELLANEOUS

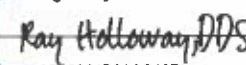
- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Seller and the KPB Mayor. This Agreement is subject to cancellation in whole or in part if 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 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.
- F. Confidentiality. This Agreement will be considered proprietary to the Parties until presented to the KPB Assembly for the authorization process referenced in Section 8, "Kenai Peninsula Borough Assembly Approval", at which point this Agreement may be considered a public record.
- G. 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

BUYER:
KENAI PENINSULA BOROUGH:


SELLER:
LAZY BULLDOGS, LLC


Peter A. Micciche, Mayor (Date) 07/22/25


Signed by: 7/11/2025

ASB2861B8AAC40B... (Date)

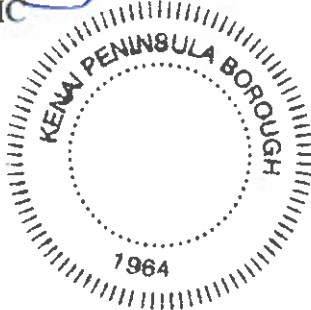
DocuSigned by: 7/11/2025

A3911C5974554F5... (Date)

ATTEST:


Michele Turner, CMC
Borough Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

 7/16/2025
A. Walker Steinhage
Deputy Borough Attorney (Date)



By signing below, the seller formally acknowledges receipt of this offer to purchase and hereby declines the offer as presented.

Date

Date

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is made by and between Pacific Premier Trust, a Division of Pacific Premier Bank, successor by merger with Pensco Trust Company, Custodian FBO Jeffery L. Murphy IRA, as seller, whose address is 1801 CALIFORNIA ST #800, DENVER, CO 80202, (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 Homer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

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) (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 HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$171,500.00). 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 the Borough on or before July 23, 2025, 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.

Kenai Peninsula Borough, Alaska

Pacific Premier Trust / KPB – Purchase Agreement

Page 1 of 6

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, 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. CLOSING

Unless otherwise agreed to in writing, closing will occur on or before September 30, 2025, 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.

6. POSSESSION

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

7. 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.

8. 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.

9. 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.

9. CONTINGENT ON INSPECTION / REVIEW

Closing of the contemplated purchase is contingent upon the satisfactory completion of a property inspection 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 30 days from the date of full execution of this Agreement to complete its property inspection.

10. 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.

11. ENVIRONMENTAL CONTINGENCY

If, during the course of KPB's due diligence inspection of the Property pursuant to Section 9, "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.

12. 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.

13. 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.

14. 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.

15. MISCELLANEOUS

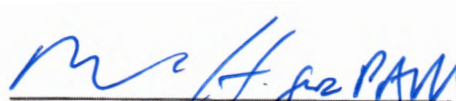
- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Seller and the KPB Mayor. This Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.

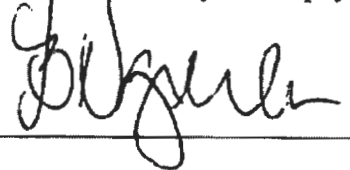
KPB may cancel this Agreement without penalty in the event additional contracts required of this project are not secured.

- 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 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 Homer, 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

KENAI PENINSULA BOROUGH:

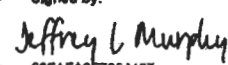
SELLERS: Pacific Premier Trust,
A Division of Pacific Premier Bank
successor by merger with Pensco Trust Company,
Custodian FBO Jeffery L. Murphy IRA


Peter A. Micciche, Mayor (Date) 7/24/25
Administrative Officer

 7/23/2025
(Date)

Pacific Premier Trust
A Division of Pacific Premier Bank
By: Babra Ngiraimau
It's: Authorized Signatory

Read and approved

Signed by:

66FAFA3F7054487...

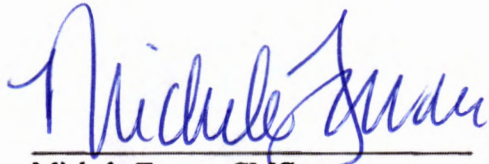
Kenai Peninsula Borough, Alaska

Pacific Premier Trust / KPB – Purchase Agreement

7/23/2025

Page 5 of 6

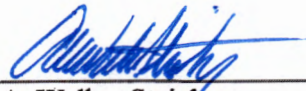
ATTEST:



Michele Turner, CMC
Borough Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



A. Walker Steinhage
Deputy Borough Attorney

Certificate Of Completion

Envelope Id: 2B1C7BEF-27EA-450D-8978-FFEDF79B0A75

Status: Completed

Subject: Complete with Docusign: Revised offer.pdf

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Angela M Newby

AutoNav: Enabled

PO Box 1124

Envelopeld Stamping: Enabled

Homer, AK 99603

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

angienewby1@gmail.com

IP Address: 209.112.136.235

Record Tracking

Status: Original

Holder: Angela M Newby

Location: DocuSign

7/23/2025 3:03:14 PM

angienewby1@gmail.com

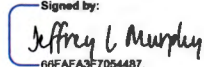
Signer Events

Jeffrey L Murphy

jlmurphy@xyz.net

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

00FAFA3F7054487...

Signature Adoption: Pre-selected Style
Using IP Address: 216.67.51.203

Timestamp

Sent: 7/23/2025 3:07:10 PM

Viewed: 7/23/2025 3:11:59 PM

Signed: 7/23/2025 3:13:20 PM

Electronic Record and Signature Disclosure:

Accepted: 7/23/2025 3:11:58 PM

ID: bc469b5c-36b6-41bd-9a99-578460a7a3b1

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/23/2025 3:07:10 PM

Certified Delivered

Security Checked

7/23/2025 3:11:59 PM

Signing Complete

Security Checked

7/23/2025 3:13:20 PM

Completed

Security Checked

7/23/2025 3:13:20 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Homer Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Homer Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: angienewby@alaska.com

To advise Homer Real Estate of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at angienewby@alaska.com and in the body of such request you must state: your previous e-mail address, your new e-mail address.

We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Homer Real Estate

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to angienewby@alaska.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Homer Real Estate

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to angienewby@alaska.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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****** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Homer Real Estate as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Homer Real Estate during the course of my relationship with you.

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is made by and between Westwing LLC, an Alaska Limited Liability Company, whose address is P.O. Box 537, Homer, AK 99603 (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 Homer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

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) (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 FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00). 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. **PERSONAL PROPERTY:**

All existing personal property is to be considered the personal property of the Seller and to be removed on or before closing. Said personal property must be removed in a professional, workmanlike manner. Any damage to the remaining real property caused by the removal of the personal property identified in this Section must be repaired by Seller at Seller's expense and to KPB's satisfaction prior to closing.

3. **EXPIRATION OF OFFER**

Seller must sign and return this Agreement to KPB on or before **July 23, 2025, at 11:00am;** otherwise, this offer will terminate.

4. **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.

5. 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, if any; all unpaid taxes for prior years, if any; and all unpaid outstanding assessments, if any. All costs must be paid in full at the time of closing.

6. CLOSING

Unless otherwise agreed to in writing, closing will occur on or before **October 10, 2025**, or as specifically agreed to by the Parties. At closing, KPB 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.

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 Seller. If said written disclosures present a matter unsatisfactory to KPB, KPB may terminate this Agreement without penalty.



11. CONTINGENT ON INSPECTION / REVIEW / APPRAISAL

Closing is contingent upon the satisfactory completion of a third-party inspection and environmental review of the Property. KPB may elect to obtain an independent property appraisal. If KPB so elects, closing will be contingent upon completion and satisfactory valuation of the independent property appraisal. Contingencies considered under this Section must be completed on or before **September 15, 2025**. All inspections and related due diligence required under this Section will be conducted solely at KPB's expense.

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 nor stored on the Property or any adjacent property owned or leased by Seller or its 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. 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 attorneys' 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.

14. ENVIRONMENTAL CONTINGENCY

If, during the course of KPB's due diligence inspection/review of the Property pursuant to Section 11, "Contingent on Inspection/Review/Appraisal", 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 Sellers 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

SMM

- (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.

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.

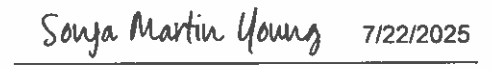

S. M. M. J. Y.

- 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.
 - F. Confidentiality. This Agreement will be considered proprietary to the Parties until presented to the KPB Assembly for the authorization process referenced in Section 8, "Kenai Peninsula Borough Assembly Approval", at which point this Agreement may be considered a public record.
 - G. 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.
 - H. This Agreement may only be amended in writing, which amendment document must be signed by the Parties.

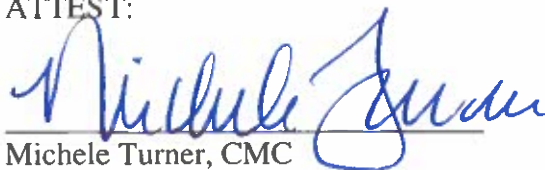
BUYER:
KENAI PENINSULA BOROUGH:

SELLERS:
Westwing, LLC

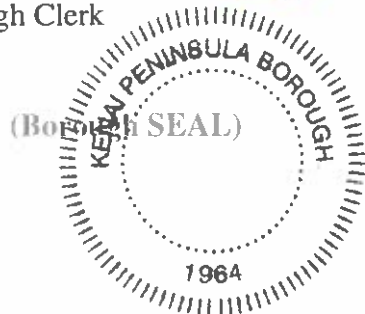

Peter A. Micciche, Mayor (Date)
administrative officer

 7/22/2025
Sonja Martin-Young (Date)
President
 7/22/2025
Thomas Young (Date)
Vice-President

ATTEST:



Michele Turner, CMC
Borough Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

 7/23/2025

A. Walker Steinhage
Deputy Borough Attorney (Date)



Introduced by: Dunne, Johnson
Date: 08/05/25
Hearing: 08/19/25
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-07**

**AN ORDINANCE DEOBLIGATING FUNDS PREVIOUSLY
APPROPRIATED FOR IN-KIND SCHOOL MAINTENANCE AS PART OF
THE MAXIMUM ALLOWABLE LOCAL CONTRIBUTION FOR
SCHOOLS AND APPROPRIATING THE FUNDS TO THE SCHOOL
FUND FOR SCHOOL OPERATIONS**

- WHEREAS,** KPB Assembly adopted the School Fund (Fund 241) budget on June 17, 2025; and
- WHEREAS,** the adopted Fund 241 budget of \$62,359,080, included \$9,688,754 for Maintenance and \$46,878,229 for School Operations, and \$5,792,097 for other in-kind services; and
- WHEREAS,** the KPBSD Finance Committee identified expenditure reductions of \$197,435 by closing swimming pools at Susan B. English School and Ninilchik School; and
- WHEREAS,** the KPBSD Board of Education voted to close the pools in Seldovia and Ninilchik while keeping all other KBPSD pools open in FY26; and
- WHEREAS,** residents of both Seldovia and Ninilchik have been actively developing alternative ways to raise funds to keep swimming pools in those communities open and operating; and
- WHEREAS,** residents of Seldovia requested the mill rate for their Recreation Service Area be raised from 0.75 to 1.00 in FY26 in order to provide additional funds to support pool operations; and
- WHEREAS,** residents of Ninilchik have successfully petitioned a ballot question to create a new Ninilchik Recreation Service Area to support pool operations and have also raised over \$30,000 in private donations; and
- WHEREAS,** while local efforts to raise additional funds in both communities are proceeding, those efforts will not provide the immediate funding necessary to keep pools operational in FY26; and
- WHEREAS,** KPBSD swimming pools provide high value recreation, sports, health and wellness benefits for students and community members; and

WHEREAS, reallocating \$200,000 in funds from the Maintenance budget to School Operations budget would allow the District to keep the pools at Susan B English and Ninilchik schools open for one year while the Borough and local communities explore options for alternative funding; and

WHEREAS, according to the State of Alaska Epidemiology Bulletin, between 2016-2021 there were 342 drowning deaths in Alaska; and

WHEREAS, we never know when access to a KPBSD swimming pool will lead to an Olympic champion, or when a pool will enable someone to learn to swim and thus one day prevent a drowning;

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 \$200,000 is deobligated from the School Fund Maintenance Division Account 241.41010.00000.43780, for building and grounds maintenance purposes, to be redirected and appropriated to the School Fund Non-Departmental Division account 241.94910.00000.50241, for the purpose of School District Operations.

SECTION 3. That the redirection of funds previously appropriated as part of the local contribution for school funding per AS 14.17.410 will increase (A) budgeted and controlled by the Board of Education and reduce (B) budgeted and controlled by Assembly as in-kind services.

(A) Local Effort	\$ 46,878,229 47,078,229
(B) Borough Maintenance	9,688,754 9,488,754
(C) School District Utilities	81,600
(D) Insurance	5,398,898
(E) Audit	166,908
(F) Custodial Services	<u>144,691</u>
TOTAL LOCAL FUNDING CONTRIBUTION PER AS 14.17.410	\$ <u>62,359,080</u>

SECTION 4. That this ordinance shall be effective immediately.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2025.**

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

FROM: Willy Dune, Assembly Member *WD*
Brent Johnson, Assembly Member *BJ*

DATE: July 24, 2025

RE: O2025-19-07, Deobligating Funds Previously Appropriated for In-Kind School Maintenance as part of the Maximum Allowable Local Contribution for Schools and Appropriating the Funds to the School Fund for School Operations (Dunne, Johnson)

While keeping all other school swimming pools in the District open, the KPBSD has decided to close pools at the Ninilchik School (Ninilchik) and Susan B English School (Seldovia) in order to realize one year savings of approximately \$200,000.

In efforts to keep those pools open, the residents of Seldovia asked the Assembly to increase their local Recreation Service Area mill rate from 0.75 to 1.00 and the KPB Assembly voted to adopt the higher mill rate. Residents of Ninilchik successfully petitioned to create a ballot measure to ask voters to create a Ninilchik Recreation Service Area to support funding and also solicited private donations to keep the pool open.

While additional funds are being raised in both communities through a variety of measures, those efforts will not be enough to keep those pools open in this fiscal year. In conversations with School Board members and leadership, we are confident that by reallocating \$200,000 from Fund 241 Maintenance line to the School Operations line the KPBSD can keep pools at Ninilchik and Susan B English Schools open for one year while alternative pool funding options are explored and developed.

Your consideration is appreciated.


Kenai Peninsula Borough

Planning Department

MEMORANDUM

TO: Peter Ribbens, Assembly President
Kenai Peninsula Borough Assembly Members

THRU: Peter A. Micciche Borough Mayor

FROM: Robert Ruffner, Planning Director 

DATE: July 16, 2025

RE: Right-Of-Way Vacation; KPB File 2025-097V: Vacates the entire Herbert Way right-of-way and associated utility easements, located north of and adjacent to Lots 9 and 10, Steadman Subdivision Jessica Addition, Plat KN 2005-73; and south of and adjacent to Lot 6, Lake View Terrace #3 Phase 3, Plat KN 1998-47. Proposed vacation is approximately 22,515 square feet.

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 July 14, 2025 the Kenai Peninsula Borough Planning Commission granted approval of the above proposed vacation by unanimous vote based on the means of evaluating public necessity established by KPB 20.65 (9-Yes). The 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.

- July 14, 2025 Draft PC Minutes
- July 14, 2025 Meeting Packet Materials
- Petition Form

MOTION: Commissioner Whitney moved, seconded by Commissioner Slaughter to grant the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65.050(D), based on staff recommendations and subject to the two conditions 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 - 8	Brantley, England, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney
Recused - 1	Venuti

ITEM #3 - RIGHT OF WAY VACATION

VACATES THE ALLEY LOCATED BETWEEN LOTS 6 & 12, BLOCK 6; THE WEST HALF OF FIRST AVE. ADJACENT TO LOTS 2 – 6, BLOCK 6 NORTH OF MILL ST. & THE EAST HALF OF FIRST AVE. ADJACENT TO LOTS 12 -14, BLOCK 9 NORTH OF MILL ST. AND THE ALLEY LOCATED BETWEEN LOT 1 & 12 -14, BLOCK 9 ALL IN CLIFF ADDITION TO SEWARD TOWNSITE, PLAT SW-3

KPB File No.	2025-094
Planning Commission Meeting:	July 14, 2025
Applicant / Owner:	Gregg George Walker, Eric John Walker & Kathleen Marie Stubblefield Davis
Surveyor:	Stacy Wessel / AK Lands Land Surveying LLC
General Location:	West of the Seward Lagoon / City of Seward
Legal Description:	First Avenue & Two Separate Alleyways, Lots 1, 2, 3, 4, 5, 6 & 12, Block 6, and Lots 1, 12, 13 & 14, Block 9, Original Townsite of Seward Cliff Addition, Plat SW-3

Staff report given by Platting Vince Piagentini.

Chair Brantley 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: Commissioner England moved, seconded by Commissioner Epperheimer to grant the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65.050(D), based on staff recommendations and subject to the four conditions 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 - 9	Brantley, England, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
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ITEM #4 - RIGHT OF WAY VACATION

VACATES THE ENTIRE HERBERT WAY ROW & ASSOCIATED UTILITY EASEMENTS LOCATED NORTH & ADJACENT TO LOTS 9&10, STEADMAN SUBDIVISION JESSICA ADDN, PLAT KN 2005-73 AND SOUTH OF & ADJACENT TO LOT 6, LAKE VIEW TERRACE #3 PHASE 3, PLAT KN 1998-47

KPB File No.	2025-097V
Planning Commission Meeting:	July 14, 2025
Applicant / Owner:	Scott W. & Amy S. Brown and Jacqueline Pannell
Surveyor:	Andrew Hamilton / McLane Consulting, Inc.
General Location:	Near MP 88 Sterling Highway, off St. Theresa Road & Steadman Street / Sterling Area
Legal Description:	Lot 6, Lake View Terrace # 3 Phase 2, Plat KN 98-47; and Lots 9 & 10, Steadman Subdivision Jessica Addition, Plat KN 2005-73,

Staff report given by Platting Vince Piagentini.

Chair Brantley opened the item for public comment.

Scott Brown; 38252 Blakester Court, Soldotna, AK 99603: Mr. Brown is the petitioner for this request and made himself available for questions.

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

MOTION: Commissioner Slaughter moved, seconded by Commissioner Whitney to grant the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65.050(D), based on staff recommendations and subject to the four conditions 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 - 9	Brantley, England, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
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ITEM #5 - RIGHT OF WAY VACATION

VACATES THE ENTIRE 60' BY 230' ROW DEDICATION, SIXTH STREET & ASSOCIATED UTILITY EASEMENTS LOCATED BETWEEN LOT 2, KENAI MEADOWS, PLAT KN 2017-17 AND LOT 3, KENAI MEADOWS ADDITION NO.1, PLAT KN 2023-48

KPB File No.	2025-091V
Planning Commission Meeting:	July 14, 2025
Applicant / Owner:	City of Kenai & Kenai Peninsula Housing Initiatives, Inc.
Surveyor:	John Segesser / Segesser Surveys
General Location:	Redoubt Ave / City of Kenai
Legal Description:	Lot 2, Kenai Meadows, Plat KN 2017-17 and Lot 3, Kenai Meadows Addition No 1, Plat KN 2023-048,

Staff report given by Platting Vince Piagentini.

Chair Brantley requested to be recused from this matter as he had a conflict of interest and passed the gavel to Commissioner Gillham.

Commissioner Gillham opened the item for public comment.

Dana Gregoire, KPHI; P.O. Box 1869, Homer, AK 99603: Ms. Gregoire is one of the petitioners on this request and made herself available of questions.

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

MOTION: Commissioner Epperheimer moved, seconded by Commissioner England to grant the vacation as petitioned based on the means of evaluating public necessity established by KPB 20.65.050(D), based on staff recommendations and subject to the four conditions 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 - 8	England, Epperheimer, Fikes, Gillham, Morgan, Slaughter, Whitney, Venuti
Recused - 1	Brantley

ITEM #6 – CONDITIONAL USE PERMIT

GRANTING A CONDITIONAL USE PERMIT PURSUANT TO KPB 21.18 FOR THE CONSTRUCTION OF A FENCE WITHIN THE 50' HABITAT PROTECTION DISTRICT OF THE KENAI RIVER

PC Resolution No.	2025-11
Planning Commission Meeting:	July 14, 2025
Applicant / Owner:	City of Soldotna
Physical Address	349 Centennial Park Road

E. NEW BUSINESS

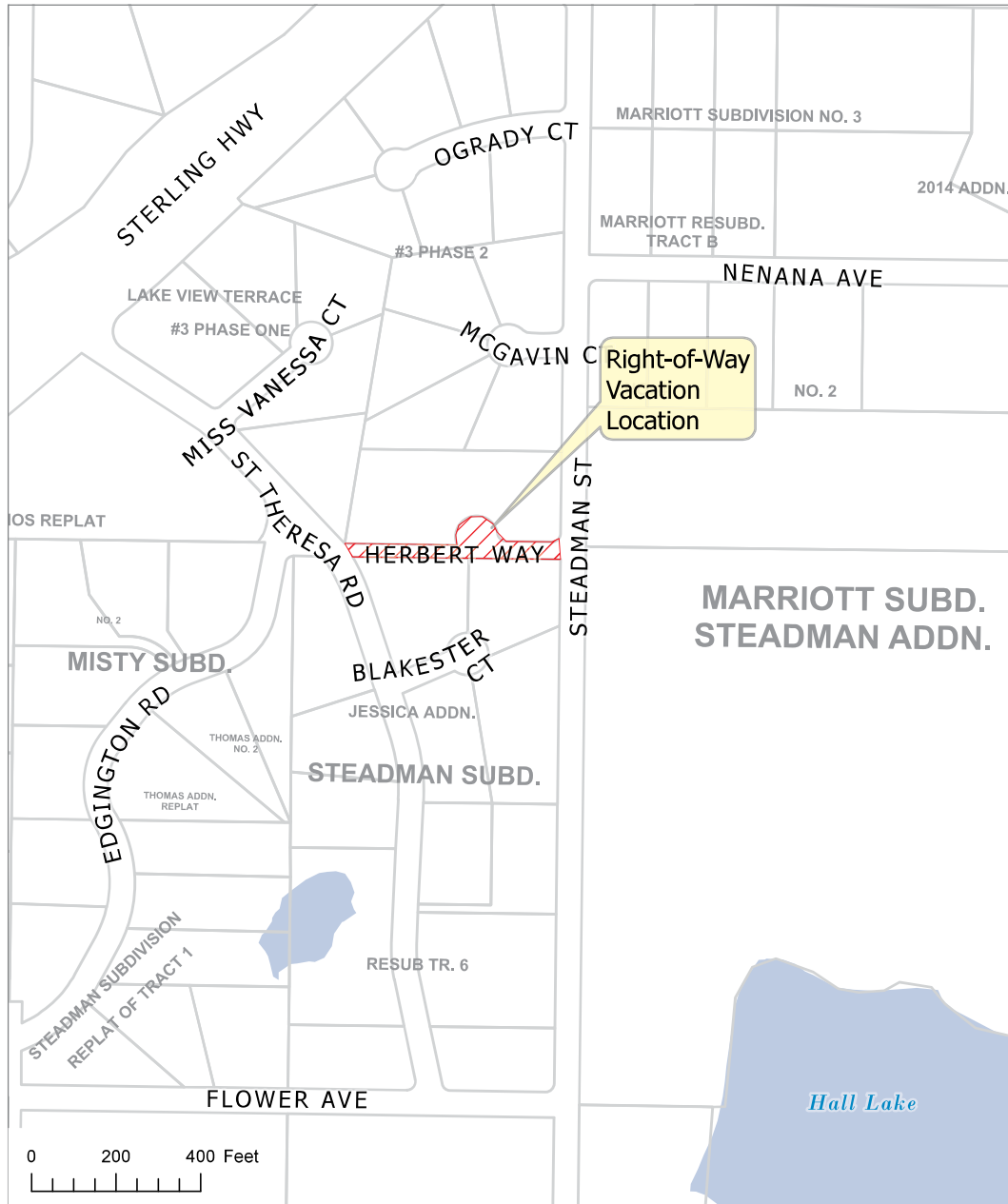
4. Right-Of-Way Vacation; KPB File 2025-097V

McLane Consulting Group / Brown, Pannell

Request: Vacates approximately 22,515 sq. ft. pertaining to a 10' ROW & cul-de-sac per Lake View Terrace #3 Phase 2, Plat KN1988-45 & 30' ROW per Steadman Subdivision, Plat KN 75-45

Sterling Area

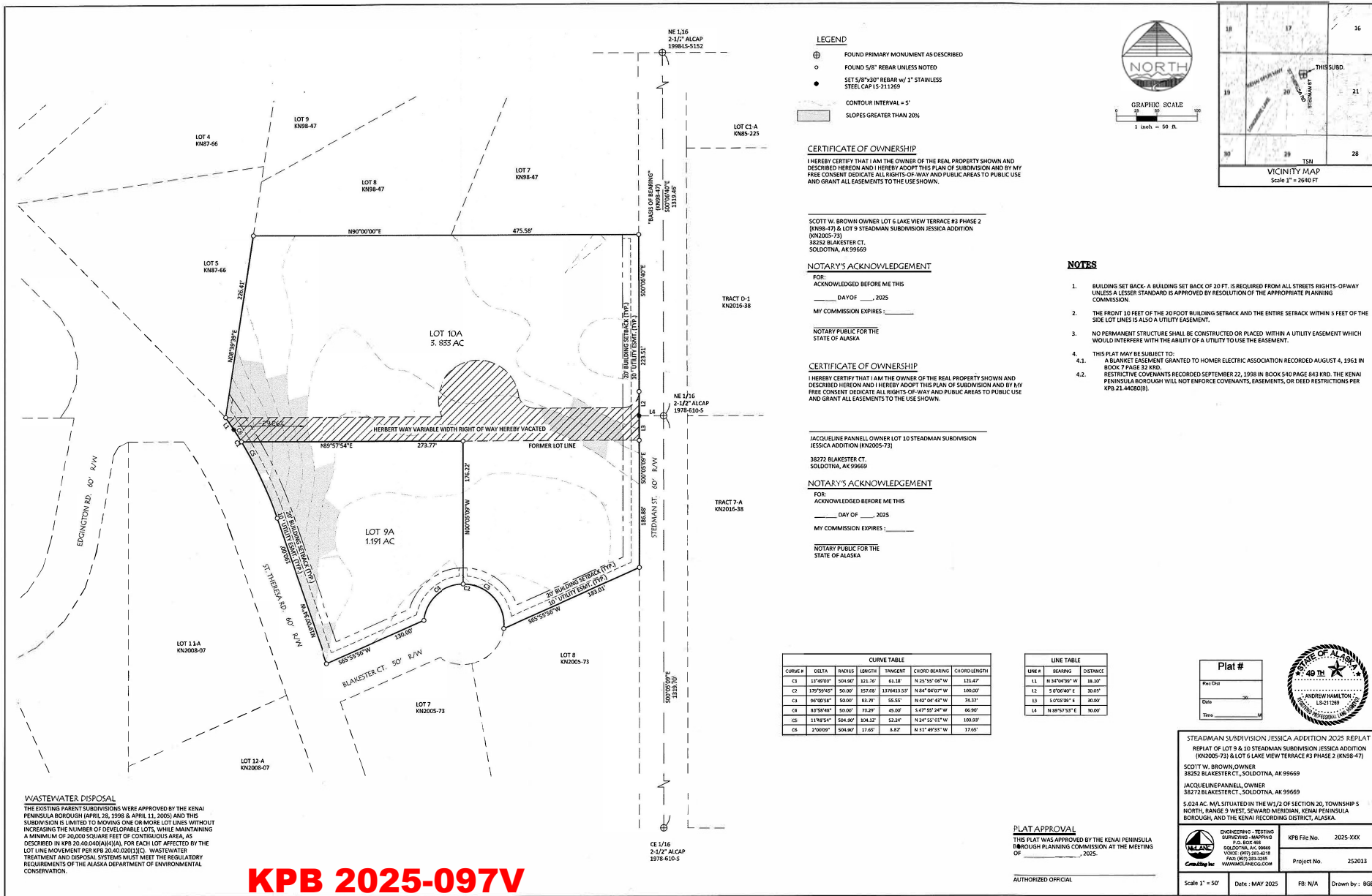
(Staff Person: Platting Manager Vince Piagentini)



KPB File 2025-097V
T 5N R 9W Sec 20
Sterling



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.



KPB 2025-097V

AGENDA ITEM E. NEW BUSINESS

ITEM #4 - RIGHT OF WAY VACATION

Vacates the entire Herbert Way right-of-way and associated utility easements, located north of and adjacent to Lots 9 and 10, Steadman Subdivision Jessica Addition, Plat KN 2005-73; and south of and adjacent to Lot 6, Lake View Terrace #3 Phase 3, Plat KN 1998-47. Proposed vacation is approximately 22,515 square feet.

KPB File No.	2025-097V
Planning Commission Meeting:	July 14, 2025
Applicant / Owner:	Scott W. and Amy S. Brown and Jacqueline Pannell of Soldotna, Alaska
Surveyor:	Andrew Hamilton / McLane Consulting, Inc.
General Location:	Located in Sterling near milepost 88 Sterling Highway, off St. Theresa Road and Steadman Street
Legal Description:	Lot 6, Lake View Terrace # 3 Phase 2, Plat 98-47; and Lots 9 and 10, Steadman Subdivision Jessica Addition, Plat 2005-73, Kenai Recording District, Seward Meridian, Township 5 North, Range 9 West, Section 20

STAFF REPORT

Specific Request / Purpose as stated in the petition: To vacate the 10 foot right-of-way and cul-de-sac per Lake View Terrace #3, Phase 2 (KN 1998-47) and 30 foot right-of-way per Steadman Subdivision (KN 75-45).

Notification: The public hearing notice was published in the July 4, 2025 issue of the Peninsula Clarion and the July 3, 2025 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.

Library of Soldotna

Post Office of Sterling

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

10 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
Central Emergency Services

Seward Bear Creek Fire Service Area
Alaska Communication Systems (ACS)
ENSTAR Natural Gas
General Communications Inc, (GCI)
Homer Electric Association (HEA)

Legal Access (existing and proposed):

The proposed right-of-way to be vacated is Herbert Way and is located between St. Theresa Road and Steadman Street.

St. Theresa Road is located near milepost 88 of the Sterling Highway, a state-maintained road, and connects to Herbert Way on the west side. Steadman Street intersects with Herbert Way from the east.

When the plat to complete the vacation is complete the lots will continue to have legal access by Blakester Court on the south and Steadman Street to the east. Blakester Court is a 50-foot constructed cul-de-sac which connects to St. Theresa Road to the west. St. Theresa road is a partially borough-maintained road, transitioning to a privately maintained road approximately 683 feet north of Blakester Court, at the point where it turn off to Edgington Rd. Steadman Street is a 60-foot partially borough-maintained road ending approximately 270 feet north of Herbert Way, then converting to a privately maintained road as it continues south.

No dedications are proposed by the plat finalizing the vacation.

No section line easements affect the subject area.

The block is defined by existing roads: Panoramic Drive to the north, Steadman Street to the east, Flower Ave to the south, St. Theresa Road to the west, and the Sterling Highway connecting the block to the northwest. Multiple cul-de-sacs are present in the area: Miss Vanessa Court to the northwest, O'Grady Court and McGavin Court to the north and Blakester Court to the south, complying with KPB 20.30.170 block length requirement. Vacating Herbert Way will not affect the block due to the existing cul-de-sacs.

KPB Roads Dept. comments	Out of Jurisdiction: No Roads Director: Uhlin, Dil Comments: RSA has no objection at this time.
SOA DOT comments	
SOA DNR-DMLW	No Comments

Site Investigation:

According to the KPB GIS Contours layer, steep slopes appearing to exceed 20% exist to the east and west ends of Herbert Way. The contours have been shown on the preliminary plat with grades over 20% shaded.

No wetlands are present in the subject area per the KWF Wetlands Assessment.

The KPB River Center Reviewers confirmed the area is not within a Flood Hazard Area or Habitat Protection District. Therefore, no notes from KPB 20.30.280 will be needed.

KPB River Center review	<p>A. Floodplain</p> <p>Reviewer: Hindman, Julie Floodplain Status: Not within flood hazard area Comments: No comments</p> <p>B. Habitat Protection</p> <p>Reviewer: Aldridge, Morgan Habitat Protection District Status: Is NOT within HPD Comments: No comments</p>
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Staff Analysis:

In 1975, Steadman Subdivision (KN 75-45) subdivided the southern portion of land and dedicated 30-feet to Harbin Avenue. Lake View Terrace # 3, Phase 2 (KN 98-47) subdivided the northern portion of land in 1998 and dedicated an additional 10-feet to Harbin Avenue on the east and a partial cul-de-sac bulb to the west. In 2017, the Planning Commission adopted a street naming resolution (SN 2017-02) to rename this portion of Harbin Avenue to Herbert Way.

The adjacent parcels will continue to have legal access by Blakester Court to the south and Steadman Street to the east.

Herbert Way is currently undeveloped and due to the steep terrain to the east and west, future construction of the road is not the most feasible. Steadman Street to the east and Blakester Court to the south provide the most feasible access to the affected parcels.

The Surveyor has stated that there is an agreement that once vacated, the right-of-way is proposed to be combined with Lot 9, Steadman Subdivision Jessica Addition (KN 2005-73) and Lot 6, Lake View Terrace #3 Phase 2 (KN 98-47). **Staff recommends** the agreement be provided with the plat submittal to finalize the vacation.

The vacation sketch submittal shows the proposed plat finalizing the vacation. The plat has not been submitted to the Planning Department. Once a complete application has been received and reviewed, it will be scheduled for review by the Plat Committee.

Steadman Subdivision (KN 75-45) granted a 5-foot clearing easement adjacent to Harbin Avenue on the south. Steadman Subdivision Jessica Addition (KN 2005-73) granted a 10-foot utility easement adjacent to all street rights-of-way and carried forward the previous 5-foot clearing easement.

Lake View Terrace #3 Phase 2 (KN 98-47) granted a 10-foot utility easement adjacent to Harbin Avenue on the north.

Staff reached out to the Surveyor and received confirmation that the associated utility easements are to be vacated with the right-of-way. **Staff recommends** the surveyor include this in the label depicting the vacation and in the legal description of the plat submittal.

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;
Surveyors' comments: Herbert Way has no driveways or roads built inside of the ROW. There are no known utilities in the existing Herbert Way ROW.
Staff comments: Herbert Way is currently undeveloped. KPB Roads Department, SOA DNR, HEA and GCI provided no objections to vacating the right-of-way.
 2. A road is impossible or impractical to construct, and alternative access has been provided;
Surveyors' comments: The terrain at the intersection of the existing Herbert Rd & St. Theresa rights-of-way has significant slope gradients (-29%) that present major challenges for standard road construction. Based on preliminary site analysis and contour data, portions of the right-of-way exceed typical slope tolerances for road development, creating safety, engineering, and cost feasibility concerns.
Staff comments: Steadman Street to the east and Blakester Court to the south provide the most feasible access to the affected parcels.
 3. The surrounding area is fully developed and all planned or needed rights-of-way and utilities are constructed;

Surveyors' comments: Owner of Lot 6 Lake View Terrace #3 Phase 2 also owns Lot 9 Steadman Subdivision Jessica Addition. Herbert Way ROW bisects the two lots. The owner would like to consolidate the lots.

Staff comments: The parent plats granted utility easements adjacent to the rights-of-way which will be carried forward on the plat finalizing the vacation. Steadman Street to the east and Blakester Court to the south provide the most feasible access to the affected parcels.

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;

Staff comments: Herbert Way does not provide access to public lands.

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

Staff comments: Vacating Herbert Way will not affect the block due to the existing cul-de-sacs. Steadman Street to the east and Blakester Court to the south provide the most feasible access to the affected parcels.

6. Other public access, other than general road use, exist or are feasible for the right-of-way;

Staff comments:

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.

Surveyors' comments: There are no known utilities in the existing Herbert Way ROW.

Staff comments: HEA and GCI provided no objections to vacating the right-of-way.

8. Any other factors that are relevant to the vacation application or the area proposed to be vacated.

Surveyors' comments: Owners have an agreement that the Herbert ROW vacated lands will be added to the parcels owned by Scott Brown. Owner of Lot 6 Lake View Terrace #3 Phase 2 also owns Lot 9 Steadman Subdivision Jessica Addition. Herbert Way ROW bisects the two lots. The owner would like to consolidate the lots.

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, must hear the vacation within thirty days of the Planning Commission decision.

The Assembly will hear the vacation at their scheduled August 5, 2025 meeting.

If approved, Steadman Subdivision Jessica Addition 2025 Replat will finalize the proposed right of way vacations. At this time, the plat has not been submitted.

KPB department / agency review:

Addressing	Reviewer: Pace, Rhealyn Affected Addresses: 38272 BLAKESTER CT, 38252 BLAKESTER CT, 36765 STEADMAN ST Existing Street Names are Correct: Yes List of Correct Street Names: BLAKESTER CT, ST THERESA RD, STEADMAN ST, HERBERT WAY Existing Street Name Corrections Needed:
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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: 36765 STEADMAN ST WILL BE DELETED</p>
Code Compliance	<p>Reviewer: Ogren, Eric</p> <p>Comments: No comments</p>
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
ENSTAR	No comment or recommendations
ACS	
GCI	Approved as shown

STAFF RECOMMENDATIONS
CORRECTIONS / EDITS

Add corrections to be made to drawing as noted

- Add the associated utility easements to the depiction label of the vacation and to the legal description on the plat.
- Add all owners of record to the drawing for both parcels.

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.*

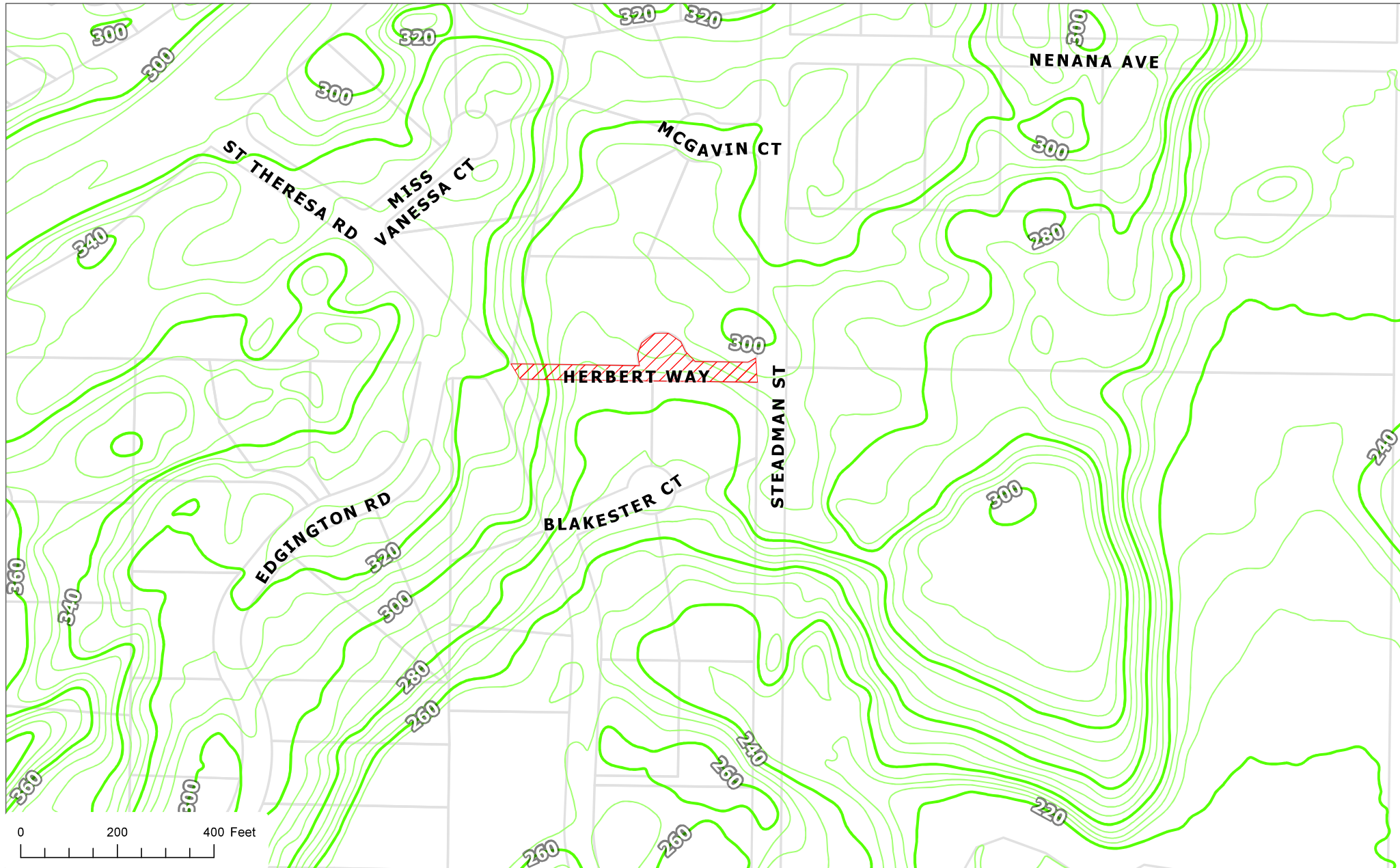
Goal 4. Improve access to, from and connectivity within the Kenai Peninsula Borough

- *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



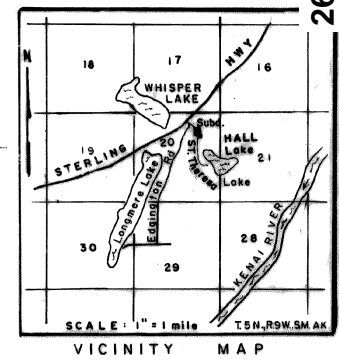
The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



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.

LAKE VIEW TERRACE
(1987-25) 5
(1987-66)

PLAT APPROVAL:
This subdivision plat was approved by the
Kenai Peninsula Borough Planning Commission
at the meeting of April 11, 2005
Kenai Peninsula Borough by Max J. Bent
Authorized Official



(1987-25) 7
CN 1/16 cor. (1971-610-S)
found
2 1/2 brass cap mon.

(base bearing from plot 1978-204 KRD)
N 89° 58' 27" E - 1320.76' rec

MISTY SUBD.
NO. 2 (96-87)



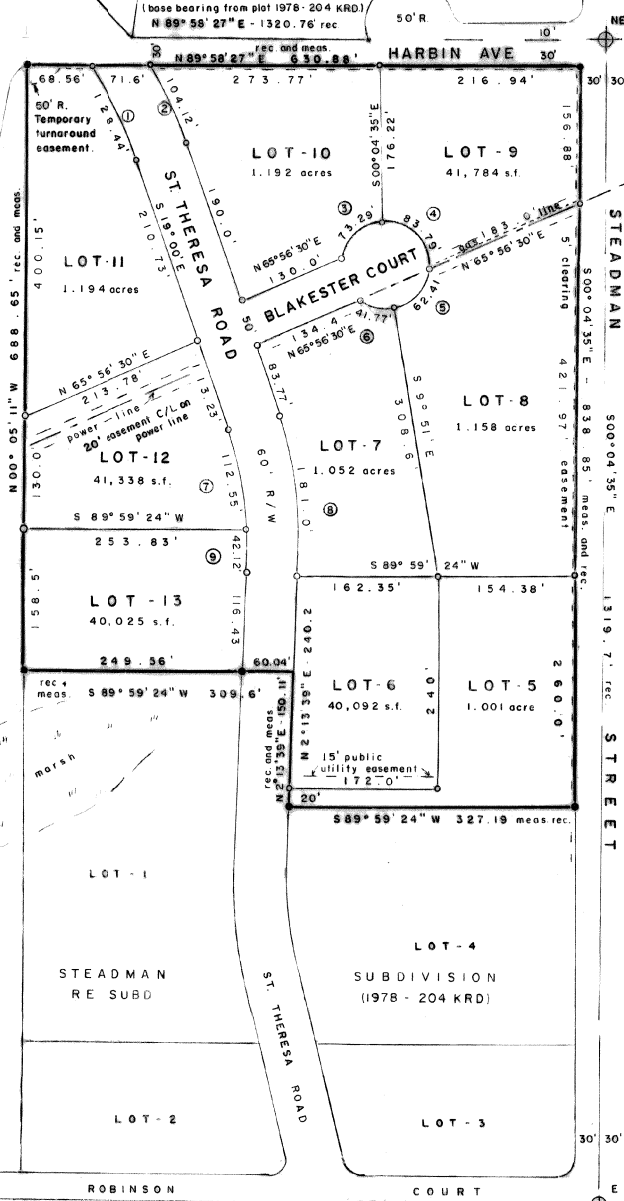
LOT-5

EDGINGTON ROAD

LEGEND TR-B
2 1/2" al. cap mon found (1978-610 S)
1/2" rebar rod found
1/2" x 24" rebar rod set

MISTY SUBDIVISION
(78-106 KRD)

CURVE DATA					
Δ	R	ARC	BEARING	CORD	
1. 16° 32' 27"	441.9'	128.44'	S 27° 16' 14" E	128.80'	
2. 11° 48' 55"	504.5'	104.12'	S 24° 54' 27" E	103.94'	
3. 89° 58' 55"	50.0'	73.29'	N 47° 55' 58" E	66.90'	
4. 96° 01' 10"	50.0'	83.79'	S 42° 03' 56" E	74.32'	
5. 72° 07' 45"	50.0'	62.41'	S 42° 20' 23" W	58.62'	
6. 47° 52' 10"	50.0'	41.77'	N 78° 32' 27" W	40.40'	
7. 15° 26' 13"	417.75'	112.55'	S 11° 16' 55" E	112.21'	
8. 21° 42' 27"	477.75'	181.0'	S 8° 09' 04" E	179.92'	
9. 5° 46' 37"	417.75'	42.12'	S 0° 39' 30" E	42.10'	



STEADMAN SUBDIVISION TRACT-7

CERTIFICATION 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 by our free consent dedicate all right of ways to public use and grant all easements to the use shown.
D. R. Jones
Darren R Jones

NOTARY'S ACKNOWLEDGEMENT
Subscribed and sworn before me this 4 day of August 2005
for: Darren R Jones
Becky Jones



Patricia Hartley
Notary Public for Alaska
My commission expires March 7, 2009

NOTES:

1. A building setback of 20ft. is required from all street right of ways unless a lesser standard is approved by resolution of the appropriate planning commission.
2. Roads must meet the design construction standards established by the Borough in order to be considered for certification and inclusion in the road maintenance program.
3. The existing power line is center line of an electrical distribution line easement. No structures permitted in panhandle portion of lot 5.
4. The 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 the utility easement which would interfere with the ability to use the easement.
5. 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.

Sean J. Forni
(signature of Engineer)

AA-696
License No.

9/30/2005
Date

2005-73
KENAI REC DIST
Date 10-4-05
Time 3:30 PM
Requested by Eastham
Address _____



STEADMAN SUBDIVISION
JESSICA ADDITION
Comprised of 11.090 acres; the unsubdivided remainder of TRACT-6
STEADMAN SUBDIVISION
plot no. 1975 - 45 in the SW 1/4 NE 1/4 Sec. 20
T.5N., R.9W., Kenai Recording District, Alaska.
Owner: Darren Jones
P.O. Box 1346 Soldotna, AK 99669
Surveyor: Terry T. Eastham 7629 S
P.O. Box 2891, Soldotna AK 99669
March 2005, Scale: 1"=100', KPB no. 2005-082

CURVE	DATA	CURVE TABLE	CHORD LENGTH	CHORD BEARING
1	194.19 S 71° 10' 00" E	50.00	188.80	191.18
2	81.29 S 71° 10' 00" E	50.00	188.80	283.1
3	80.04 S 71° 10' 00" E	50.00	188.80	283.1
4	80.04 S 71° 10' 00" E	50.00	188.80	283.1
5	80.04 S 71° 10' 00" E	50.00	188.80	283.1
6	80.04 S 71° 10' 00" E	50.00	188.80	283.1
7	80.04 S 71° 10' 00" E	50.00	188.80	283.1
8	80.04 S 71° 10' 00" E	50.00	188.80	283.1
9	80.04 S 71° 10' 00" E	50.00	188.80	283.1
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11	80.04 S 71° 10' 00" E	50.00	188.80	283.1
12	80.04 S 71° 10' 00" E	50.00	188.80	283.1
13	80.04 S 71° 10' 00" E	50.00	188.80	283.1
14	80.04 S 71° 10' 00" E	50.00	188.80	283.1
15	80.04 S 71° 10' 00" E	50.00	188.80	283.1
16	80.04 S 71° 10' 00" E	50.00	188.80	283.1
17	80.04 S 71° 10' 00" E	50.00	188.80	283.1
18	80.04 S 71° 10' 00" E	50.00	188.80	283.1
19	80.04 S 71° 10' 00" E	50.00	188.80	283.1
20	80.04 S 71° 10' 00" E	50.00	188.80	283.1
21	80.04 S 71° 10' 00" E	50.00	188.80	283.1
22	80.04 S 71° 10' 00" E	50.00	188.80	283.1
23	80.04 S 71° 10' 00" E	50.00	188.80	283.1
24	80.04 S 71° 10' 00" E	50.00	188.80	283.1
25	80.04 S 71° 10' 00" E	50.00	188.80	283.1
26	80.04 S 71° 10' 00" E	50.00	188.80	283.1
27	80.04 S 71° 10' 00" E	50.00	188.80	283.1
28	80.04 S 71° 10' 00" E	50.00	188.80	283.1
29	80.04 S 71° 10' 00" E	50.00	188.80	283.1
30	80.04 S 71° 10' 00" E	50.00	188.80	283.1

CURVE	DATA	CURVE TABLE	CHORD LENGTH	CHORD BEARING
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13	80.04 S 71° 10' 00" E	50.00	188.80	283.1
14	80.04 S 71° 10' 00" E	50.00	188.80	283.1
15	80.04 S 71° 10' 00" E	50.00	188.80	283.1
16	80.04 S 71° 10' 00" E	50.00	188.80	283.1
17	80.04 S 71° 10' 00" E	50.00	188.80	283.1
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19	80.04 S 71° 10' 00" E	50.00	188.80	283.1
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27	80.04 S 71° 10' 00" E	50.00	188.80	283.1
28	80.04 S 71° 10' 00" E	50.00	188.80	283.1
29	80.04 S 71° 10' 00" E	50.00	188.80	283.1
30	80.04 S 71° 10' 00" E	50.00	188.80	283.1

NOTES

- Proposed land uses are recreational, residential, agricultural, and commercial.
- Grading between a building and 20 feet is required from all water frontage unless otherwise noted or shown standard is approved by resolution of the appropriate Planning Commission.
- No point access to State maintained ROW's permitted unless shown by the State of Alaska Department of Transportation.

The first 10 ft of the building setback is also a utility easement. No permanent structure shall be constructed or placed within a utility easement which would interfere with the utility's ability to use the easement.

- WASTEWATER DISPOSAL: Soil conditions for Lots 11, 13, 17 and 18 within this subdivision have been found unsuitable for conventional wastewater treatment and disposal systems. Plans for a typical wastewater treatment and disposal system for use on lots in this subdivision are included in the Engineer's Subdivision and Site Report and are available from Kenai Peninsula Borough. All alternate waste wastewater treatment and disposal systems must be designed by a professional engineer registered in Alaska, and the design must be approved by the Alaska Department of Environmental Conservation prior to construction.

WASTEWATER DISPOSAL: Soil conditions, water table levels, and soil slopes for the remaining lots within this subdivision have been found suitable for conventional waste 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 waste wastewater treatment and disposal system must be designed by a professional engineer, registered in Alaska, and the design must be approved by the Alaska Department of Environmental Conservation.

LEGEND:

- Monument (found)
- 3/4" Iron (Cap Monument) (set)
- 1/2" Al or 3/8" (found)
- 1/2" 5/8" properly corner
- 5/8" (set this survey)
- Record Datum = Lake View Terrace - East Addition
Plot # 94-67 SRD
- Record Datum = Lake View Terrace #3 Phase One
Plot # 87-66 SRD
- Record Datum = Marston Subj. No. 2
Plot # 94-108 SRD



CERTIFICATE of OWNERSHIP and DEDICATION

I HEREBY CERTIFY THAT WE ARE THE OWNER(S) 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 THEREIN.

WE FURTHER CERTIFY THAT DEED(S) OF TRUST AFFECTING THIS PROPERTY DO NOT CONTAIN RESTRICTIONS WHICH WOULD PROHIBIT THIS REPLAT, OR REQUIRE SIGNATURE AND APPROVAL OF BENEFICIARY(IES).

Lake View Partnership
Paul Manley, Managing Partner
Anchorage, Alaska 99501

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 7th DAY OF AUGUST 1998 FOR LAKE VIEW PARTNERSHIP, PAUL MANLEY

JOHN H. SHURIGAR
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-2-2001

OFFICIAL SEAL
STATE OF ALASKA
JOHN H. SHURIGAR
NOTARY PUBLIC

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF April 28, 1998.

KENAI PENINSULA BOROUGH

JOHN H. SHURIGAR
NOTARY PUBLIC

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 measurements 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.
Date: 11.18.98

RPR FILE No. 97-057

Lake View Terrace #3 Phase 2

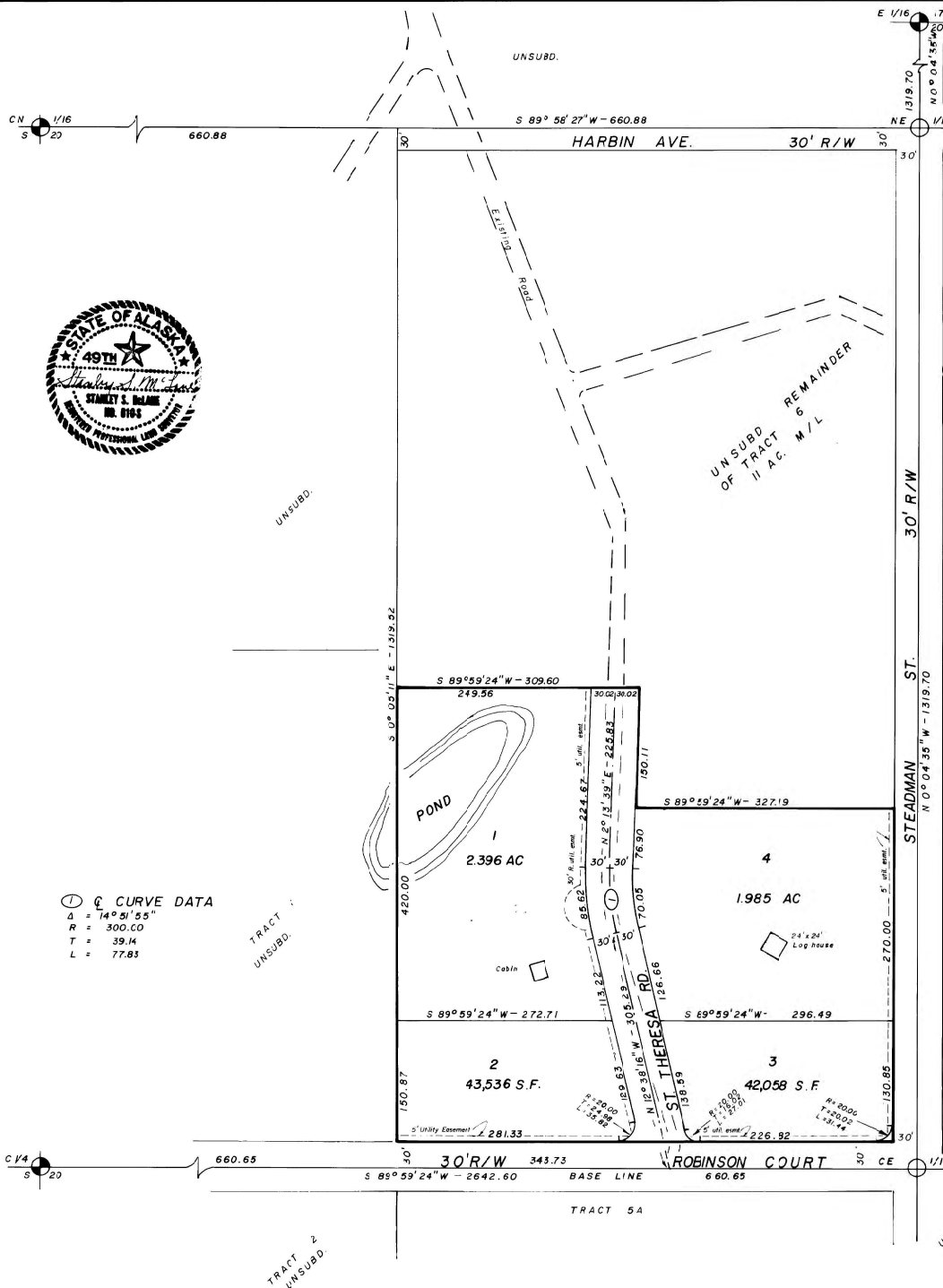
Subdivided within the NW1/4 NE1/4 Section 20, T29N, R10W, S1M, Rural Recording District, Kenai Peninsula Borough, Alaska.

Containing 10.831 Acres

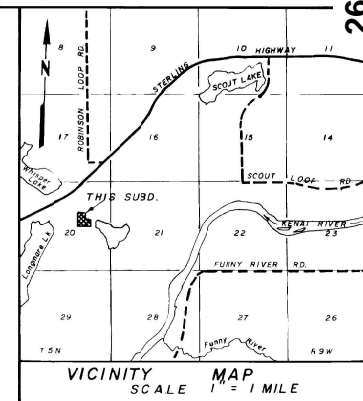
INTEGRITY SURVEYS

808 Twines Drive Kenai, Alaska 99611-8363
PHONE - (907) 283-9047 FAX - (907) 283-9071
PLANNERS

DATE: 09/29/98
DRAWN: 9/29/98 CB
SURVEYED: 09/27 - 09/28/98 SCALE: 1" = 100'
PLOT NO. 87-2, Pg 10-39 DISK: \D21\Lakeview



① C CURVE DATA
 $\Delta = 140.51' 55"$
 $R = 300.00$
 $T = 39.14$
 $L = 77.63$



LEGEND AND NOTES

- Found G.L.O. brass cap monument
- Found official survey brass or Al. cap monument.
- Set 2 1/2" Al. cap monument. (610-S - 1978)
- Set 1/2" x 24" steel rebar at all lot corners

All bearings refer to the E-W center line of Section 20 as being S 89° 59' 24" W.

All lots are subject to a 20' minimum building set back along all dedicated rights of way.

All wastewater disposal systems shall comply with existing laws at time of construction.

PLAT APPROVAL

This plat having been approved by the Kenai Peninsula Borough Planning Commission as recorded in the official minutes of the meeting of August 21, 1978, is hereby acknowledged and accepted as the official plat, subject to any and all conditions and requirements of ordinances and law appertaining thereto.

KENAI PENINSULA BOROUGH
 By: *Philip Wanning*

CERTIFICATE OF OWNERSHIP AND DEDICATION

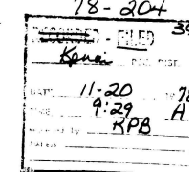
We hereby certify that we are the owners of said property and request the approval of this plat showing such easements for public utilities, roadways, and or streets dedicated by us for public use.

Kenneth R. Travnick
 Kenneth R. Travnick, owner, Box 1806 Soldotna AK 99669
Mary B. Travnick
 Mary B. Travnick, owner, Box 1806, Soldotna AK 99669

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn before me this
 27th day of October, 1978
 My commission expires: 12-17-83

Leo J. Mark
 Notary public for *Bohannon*
 County, South Dakota



RESUBD. OF TRACT 6 STEADMAN SUBDIVISION

Kenneth Travnick, owner
 Box 1806 Soldotna, AK. 99669

DESCRIPTION
 7.144 AC SITUATED IN THE E 1/2 SW 1/4 NE 1/4
 SEC 20 T5N, R9W S.M. AK AND THE
 KENAI PENINSULA BOROUGH, AK

SURVEYED BY: McLane & Associates
 Soldotna, Ak.

DATE OF SURVEY Aug 3, 1978	SCALE 1" = 100'	BK. NO. 78 - 18
-------------------------------	--------------------	--------------------



882



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.

☒ Herbert Way platted public right of way proposed to be vacated was dedicated by the plat of Steadman Subdivision, filed as Plat No. KN 75-45 in the Kenai Recording District. + Lake View Terrace #3 Ph2 KN 98-47 Kenai Recording Dist.

☒ - 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?	Yes	<input checked="" type="checkbox"/>	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>KN 0980047 Lakeview Terrace #3 phase 2 Lot 6</u>	<u>36765 Steadman St</u>
Section, township, range	<u>Sterling Soldotna</u>	
City (if applicable)	<u>Soldotna</u>	
General area	<u>Between ST Theresa Rd and Steadman St</u>	
	<u>Longmere Lake</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>Scott W Brown</u>	Signature: <u>Scott W Brown</u>
e-mail: <u>scottbrown907@gmail.com</u>	Address: <u>38252 Blakester Ct</u>
Owner of: <u>PID 06867035</u>	<u>Soldotna, AK 99669</u>

Land Owner:

Name (printed): <u>Jacqueline Pannell</u>	Signature: <u>Jacqueline Pannell</u>
e-mail: <u>quittingdiva@aol.com</u>	Address: <u>38272 Blakester Ct</u>
Owner of: <u>PID 06367036 nea</u>	<u>Soldotna, AK 99669</u>

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 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.
- ☐ _____ platted public right of way proposed to be vacated was dedicated by the plat of _____ Subdivision, filed as Plat No. _____ in the _____ 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 type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is the platted right of way used by vehicles / pedestrians / other?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is alternative right-of-way being provided?	<input 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 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 type="checkbox"/>	No
If so, which utility provider?				

LEGAL DESCRIPTION ADJOINING LAND:

Lot, Block, Subd. or street address Lakeview Terrace #3 Ph2 Lot 6 & Steadman Sub Jessica Add Lots 9 & 10	
Section, township, range Sec 20 T5N R9W	
City (if applicable) Soldotna	General area St. Theresa & Steadman St.

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): Amy S. Brown	Signature <i>Amy S Brown</i>
e-mail: Scottbrown907@gmail.com	Address: 38252 Blakester Ct. Soldotna AK 99669
Owner of: L9 Steadman Sub & Lot 6 Lake View Terrace	

Land Owner:

Name (printed):	Signature
e-mail:	Address:
Owner of: L9 Steadman Sub & Lot 6 Lake View Terrace	

FOR OFFICE USE ONLY

RECEIVED BY _____

DATE SUBMITTED _____


KPB FILE # _____

Kenai Peninsula Borough

Office of the Borough Mayor

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, Kenai Peninsula Borough Assembly

FROM: Peter A. Micciche, Borough Mayor 

DATE: July 7, 2025

RE: Confirmation of Nick Kemp as Maintenance Director

Pursuant to Chapter 2.20 of the Kenai Peninsula Borough Code, the name of Nick Kemp is hereby submitted for confirmation as Borough Maintenance Director.

KPB 2.20.030 states:

The assembly shall examine the qualifications of the executive for the purpose of determining whether they comply with the requirements prescribed by statute or ordinance for the position occupied. If they comply, the assembly shall so find and shall confirm the appointment. If they find the executive not qualified, they shall deny confirmation and the mayor shall thereafter hire a qualified person. No more than 31 days shall pass after the mayor has submitted the name of a new executive officer before the assembly shall determine by majority vote whether or not the qualifications set by statute and ordinance have been met. Failure to consider the matter within this time shall be deemed to constitute a finding that the officer possesses the requisite qualifications.

Mr. Kemp's resumé and job description are attached. Based on his qualifications, past experience, accomplishments, and proven performance, I strongly recommend confirmation.



Position Description

Kenai Peninsula Borough

Director of Maintenance

Service Type: Administrative Level 6

Definition: Under the general direction and supervision of the Borough Mayor or their designee, the Director of Maintenance is responsible for the operation, management and administration of the maintenance department as set forth in KPB 2.50, Department of Maintenance.

Minimum Qualifications: Bachelor's degree in a related field and a minimum of eight years of progressively responsible experience in the areas of administration, building trades and maintenance or minimum twelve years progressively responsible experience in the areas of administration, building trades and maintenance. Experience must include five years of supervisory experience. Must have experience planning, budgeting and regulating expenditures. Must have knowledge of typical maintenance systems and practices to include:

- Work Order cycle: Work Identification; Planning; Scheduling; Execution; Analysis; Improvement
- Computerized Maintenance Management System (CMMS): Database containing list of assets, preventive maintenance tasks, corrective work order history, and parts inventory/use.
- Performance Metrics: Budget compliance; PM compliance; schedule compliance; mean time between failure (MTBF)

Must have a valid Alaska driver's license to perform all functions.

Essential Functions:

1. Provides leadership and guidance to all maintenance personnel.
2. Prepares and manages annual maintenance budget.
3. Responsible for overseeing the maintenance and repair of all borough buildings, structures, facilities and mechanized equipment owned, operated or leased by the Kenai Peninsula Borough.

4. Identifies current and future maintenance needs; resource planning.
5. Works closely with local, state and federal agencies to ensure the Kenai Peninsula Borough is in compliance.
6. Recommends and oversees capital projects.
7. Ensures employees are properly trained on safety protocols and uphold safety rules.
8. Reviews and approves vendor bids across the maintenance spectrum.
9. Develop, implement, and maintain proactive maintenance strategies and maintenance programs.
10. Prepares and provides regular reports to the Administration or Assembly.

Other Functions:

1. Other related duties as assigned.

Physical Demands: While performing the duties of this job, the employee is frequently required to communicate orally; regularly required to sit; and occasionally required to use hands and fingers dexterously to operate office equipment, to stand, walk, and reach with hands and arms. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position Description Record:

Date Updated: 03.17.2025

Reason for Update Revised, JH

Date Updated 08.18.2021

Reason for Update: Revised, KKS

Date Updated: 11.21.2019

Reason for Update: Reformatted

Date Updated: 11.01.2011

Reason for Update: Adopted by Borough Assembly, Resolution 2011-105

Date Updated: 10.2011

Reason for Update: Revised, (MAD)

Nicholas Kemp

Director of Maintenance

Contact Details:

PO Box 394, Soldotna, AK 99669 | 907-953-5433 | kempnicholasak@gmail.com

Professional Summary

Dynamic and experienced maintenance leader with 22+ years of expertise in building trades, maintenance, and administration. Adept at budgeting, planning, and executing comprehensive maintenance programs with a proven track record of optimizing operations. Skilled at team leadership, focused on regulatory compliance, and safety oversight, with a strong focus on operational efficiency and cost reduction. Strong project management and budgeting skills. I maintain a strong working relationship with local building contractors and professionals.

Key Skills

- Maintenance Operations & Planning
- Budgeting & Cost Control
- Team Leadership & Training
- OSHA Safety Compliance
- Preventive Maintenance Strategies
- Performance Metrics & Reporting
- Experienced with CMMS (Computerized Maintenance Management Systems)
- Procurement & Vendor Management
- Project Management and Contract Administration
- Logistics & Coordination

Professional Experience

Kenai Peninsula Borough Maintenance Department | Soldotna, AK *Maintenance Foreman* | 4 Years

- Directed maintenance operations for Borough facilities, ensuring seamless project management and contract administration.
- Supported budgeting processes, expenditures, and compliance with relevant regulations.
- Enhanced maintenance efficiency through collaborative team efforts and data-driven reporting.

***Locksmith* | 3 Years**

- Oversaw the Borough-wide Great Grand Master key system, ensuring security and functionality.
- Managed inventory levels and obtained competitive quotes for outsourced repairs.
- Provided department-wide budgetary assessments for maintenance and repair needs.

Doors and Windows | Soldotna, Ak *Shop Foreman & Estimator* | 10 Years

- Supervised shop operations, managed personnel, and drove project execution to exceed client expectations.
- Created and maintained an OSHA-approved safety program, including weekly meetings and PPE compliance checks.
- Monitored shop equipment and implemented preventive maintenance for operational continuity.

- Analyzed profit and loss reports to identify areas for cost optimization.

Glazer | 5 Years

- Installed, repaired, and maintained commercial and residential windows and doors with precision and attention to detail.
- Partnered with vendors and clients to ensure the delivery of superior materials and services.


Education & Certifications

- **GED** | Whatcom Community College
- Forklift Certification
- OSHA Safety Training
- Future Sync Leadership Class

Kenai Peninsula Borough
Office of the Borough Mayor

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members of the Borough Assembly

FROM: Peter A. Micciche, Borough Mayor 

DATE: July 22, 2025

RE: Planning Commission Applications for Appointment

Per KPB 2.40.015(B), only a city resident may serve on a city seat on the Borough Planning Commission. An applicant for a city seat is selected by the mayor from a list of recommendations submitted by the city council, and is subject to confirmation by the Assembly.

One application each was received and transmitted to the City of Kenai and the City of Homer. The City Councils of Kenai and Homer have recommended their applicant for appointment. The applicants have been verified as residents of their respective cities.

I hereby submit my recommendations for confirmation to the Kenai Peninsula Borough Planning Commission:

Diane Fikes	City of Kenai Seat	Term Expires 07/31/2028
Frank Venuti	City of Homer Seat	Term Expires 07/31/2027

Thank you.

Kenai Peninsula Borough

Office of the Borough Clerk

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor
THRU: Michele Turner, Borough Clerk *(MT)*
FROM: Sue Ellen Essert, Deputy Borough Clerk *see*
DATE: July 18, 2025
RE: Planning Commission Applications for Appointment

Pursuant to KPB 2.40.15(E), the annual vacancies on the Planning Commission were noticed for 30-days. The vacancy notice was posted on the Borough's website, Facebook page and in the borough administration building. The application period closed on June 16, 2025.

Applications to fill the city seats were transmitted to the City Clerk's Office at the close of the application period.

Per KPB 2.40.015(B), an applicant for a city seat is selected by the Borough Mayor from a list of recommendations submitted by the Council subject to confirmation by the Assembly. Recommendations from the city councils are as follows:

City of Kenai Seat

Diane Fikes

City of Homer Seat

Franco Venuti

Thank you for your consideration.



July 3, 2025

Sent via email: pmicciche@kpb.us

Honorable Mayor Peter Micciche
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, Alaska 99611

Re: Kenai Peninsula Borough Planning Commission – Kenai City Seat Vacancy

Dear Mayor Micciche:

The Kenai City Clerk's Office received a notice of Vacancy from the Borough Clerk's Office for the Kenai Peninsula Borough (KPB) Planning Commission, Kenai City Seat on April 28, 2025; in addition to the KPB recruitment for this vacancy, the KPB Notice was posted at Kenai City Hall from April 29, 2025 through the application deadline of Friday, May 27, 2025.

On June 18, 2025, the Kenai Peninsula Borough Clerk's Office forwarded the two applications.

- Diane Fikes application was received during the open application period and Ms. Fikes meets the eligibility requirements for a designated city seat. (KPB 2.40.015(B))
- Mr. Burgess application was received after the application period closed and Mr. Burgess does not meet the eligibility requirements for a designated city seat. (KPB 2.40.015(B))

Ms. Fikes has represented the City of Kenai on the KPB Planning Commission since June 2017.

At the regular meeting of July 2, 2025, the City Council recommended that Ms. Diane Fikes be reappointed to the Kenai City Seat of the Kenai Peninsula Borough Planning Commission.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shellie Saner", is written over a faint, larger blue outline of the same signature.

Shellie Saner, MMC
City Clerk

cc: Michele Turner, Borough Clerk
Diane Fikes, Applicant



City of Homer

www.cityofhomer-ak.gov

Office of the Mayor

491 East Pioneer Avenue
Homer, Alaska 99603

mayor@ci.homer.ak.us

(p) 907-235-3130

(f) 907-235-3143

July 17, 2025

Mayor Peter Micciche
Kenai Peninsula Borough
144 North Binkley Street
Soldotna, AK 99669

Dear Mayor Micciche,

Franco Venuti's term on the Kenai Peninsula Borough Planning Commission expires July 31, 2025 and he has advised the Borough Clerk that he wishes to continue to serve as the City of Homer's representative on the Commission. He has represented the City well during his current term and it is my recommendation that he be re-appointed to the Borough Planning Commission.

The Homer City Council confirmed my recommendation at the June 23, 2025 regular meeting with the approval of Memorandum CC-25-172.

Thank you for considering Franco Venuti to represent the City of Homer on the Borough Planning Commission.

Sincerely,

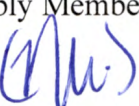
Rachel Lord, Mayor

Enc: Memorandum CC-25-172

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Peter Ribbens, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Michele Turner, Borough Clerk 

DATE: July 24, 2025

RE: Proposition Summaries for 2025 Regular Election Brochure (Voter Pamphlet)

KPB 4.10.110(A) states in part, "...the borough clerk shall prepare a brochure containing information approved by the assembly of a strictly factual nature pertaining to each proposition on the ballot..."

The following proposition summaries are being forwarded for Assembly review and approval for inclusion in the 2025 Regular Election Brochure (Voter Pamphlet).

Only one proposition number has been assigned, as the last four propositions listed below are pending Assembly's action.

- Proposition No. 1: Citizen Initiative; Hand Count In Person Paper Ballots for Borough Elections
- Proposition No. __: Ordinance 2025-17; Establishing the Ninilchik Recreational Service Area
- Proposition No. __: Ordinance 2025-16; Residential Property Tax Exemption Change
- Proposition No. __: Ordinance 2025-15; Seasonal Sales Tax Rate Change
- Proposition No. __: Ordinance 2025-14; Annually Adjust the Sales Tax Cap for Inflation

Your consideration is appreciated.

KENAI PENINSULA BOROUGH PROPOSITION SUMMARY

PROPOSITION NO. 1

CITIZEN INITIATIVE: HAND COUNT IN PERSON PAPER BALLOTS FOR BOROUGH ELECTIONS

(To be voted on by all borough voters)

Background:

On September 27, 2024 the Borough Clerk issued a petition to sponsors seeking an initiative to require all paper ballots cast in person on election day be counted manually by hand, rather than using electronic tabulating equipment. The petition met the requirements under the law, thus requiring placement of the question on the October 7, 2025 regular election.

Purpose:

The proposed citizen Initiative Ordinance 2024-01 seeks to amend the Kenai Peninsula Borough (KPB) Code of Ordinances, specifically Title 4 – Elections, to change the current election process to require that all paper ballots cast in person on election day would be counted manually by hand, rather than using electronic tabulating equipment. The hand counting would occur immediately after the polls close at local precincts, and the ballots would be counted by registered voters of the Kenai Peninsula Borough.

Key Provisions:

1. Hand Counting of Paper Ballots:

The proposed citizen initiative ordinance mandates that all paper ballots cast in person on election day be manually counted by hand by registered voters of the Kenai Peninsula Borough. The counting would take place after the polls close at local voting precincts.

2. Absentee Ballots:

Absentee ballots would still be accepted and processed according to Alaska State Law and KPB Code of Ordinances, Title 4. These absentee ballots would be added to the election day count after they are processed.

2. Implementation Date:

If approved by the voters at the October 7, 2025 election, this ordinance will be effective on January 1, 2026.

Fiscal Impact:

The fiscal impacts are not currently known.

BALLOT LANGUAGE

As approved by the Assembly _____

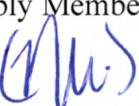
Shall Initiative Ordinance 2024-01, calling for the Kenai Peninsula Borough Code of Ordinances, Title 4 – Elections, be amended to change the current election process to require that all ballots cast in person on Election Day be counted manually at borough precincts by registered Kenai Peninsula Borough voters, and eliminate the use of electronic voting tabulators, be enacted?

- YES *A “Yes” vote means you approve enacting the citizen initiative ordinance that eliminates electronic tabulators at borough election precincts and requires a manual hand count of in person paper ballots.*
- NO *A “No” vote means you oppose enacting the citizen initiative ordinance that eliminates electronic tabulators at borough election precincts and requires a manual hand count of in person paper ballots.*

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Peter Ribbens, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Michele Turner, Borough Clerk 

DATE: July 24, 2025

RE: Proposition Summaries for 2025 Regular Election Brochure (Voter Pamphlet)

KPB 4.10.110(A) states in part, "...the borough clerk shall prepare a brochure containing information approved by the assembly of a strictly factual nature pertaining to each proposition on the ballot..."

The following proposition summaries are being forwarded for Assembly review and approval for inclusion in the 2025 Regular Election Brochure (Voter Pamphlet).

Only one proposition number has been assigned, as the last four propositions listed below are pending Assembly's action.

- Proposition No. 1: Citizen Initiative; Hand Count In Person Paper Ballots for Borough Elections
- Proposition No. __: Ordinance 2025-17; Establishing the Ninilchik Recreational Service Area
- Proposition No. __: Ordinance 2025-16; Residential Property Tax Exemption Change
- Proposition No. __: Ordinance 2025-15; Seasonal Sales Tax Rate Change
- Proposition No. __: Ordinance 2025-14; Annually Adjust the Sales Tax Cap for Inflation

Your consideration is appreciated.

KENAI PENINSULA BOROUGH PROPOSITION SUMMARY

PROPOSITION NO. ____

ORDINANCE 2025-17: ESTABLISHING THE NINILCHIK RECREATIONAL SERVICE AREA

(To be voted on by voters residing in the proposed service area)

Background:

On May 19, 2025 the Borough Clerk received a petition for the establishment of a recreational service area in Ninilchik and surrounding area that emphasizes on funding the pool at Ninilchik School. After determining that the petition satisfied code requirements, the petition was forwarded to the Mayor on June 4, 2025. The Mayor issued his report to the Assembly on July 2, 2025 that addressed the need for the service area and the assessed valuation of the property in the proposed service area. Following receipt of the Mayor's report, the Assembly conducted a community meeting in the proposed service area on July 17, 2025 by a special Assembly committee. On August 5, 2025, public hearing on Ordinance 2025-17 was conducted and the Assembly enacted the ordinance, calling for the question to be placed before the voters in the proposed service area at the October 7, 2025 regular election.

Purpose:

Establishes the Ninilchik Recreational Service Area in Ninilchik and surrounding area with an emphasis on funding the pool at Ninilchik School.

Key Provisions:

1. Establishes a Ninilchik Recreational Service Area
The service area will have recreational services powers with a focus on community pool services at the Ninilchik School
2. Enacts a chapter of code titled the "Ninilchik Recreational Service Area"
The new chapter of Kenai Peninsula Borough Code of Ordinances, Chapter 16.90, provides the legal description, powers and duties, and other functions and obligations of the service area.
3. Implementation Date:
Ordinance 2025-17 will be effective upon approval by a majority of the voters residing within the proposed service area at the October 7, 2025 regular election.

Fiscal Impact:

It is estimated that, if approved, the newly established Ninilchik Recreational Service Area will initially need approximately 1 mill to operate a community pool facility at the Ninilchik School, which equates to \$100 for each \$100,000 in taxable value.

BALLOT LANGUAGE

As approved by the Assembly _____

Shall the Kenai Peninsula Borough establish a Ninilchik Recreational Service Area and amend Kenai Peninsula Borough Code of Ordinances to add Chapter 16.90 that defines the Ninilchik Recreational Service Area?

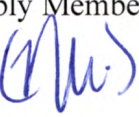
YES A "Yes" vote means you approve establishing the Ninilchik Recreational Service Area.

NO A "No" vote means you oppose establishing the Ninilchik Recreational Service Area.

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Peter Ribbens, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Michele Turner, Borough Clerk 

DATE: July 24, 2025

RE: Proposition Summaries for 2025 Regular Election Brochure (Voter Pamphlet)

KPB 4.10.110(A) states in part, "...the borough clerk shall prepare a brochure containing information approved by the assembly of a strictly factual nature pertaining to each proposition on the ballot..."

The following proposition summaries are being forwarded for Assembly review and approval for inclusion in the 2025 Regular Election Brochure (Voter Pamphlet).

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- Proposition No. __: Ordinance 2025-16; Residential Property Tax Exemption Change
- Proposition No. __: Ordinance 2025-15; Seasonal Sales Tax Rate Change
- Proposition No. __: Ordinance 2025-14; Annually Adjust the Sales Tax Cap for Inflation

Your consideration is appreciated.

KENAI PENINSULA BOROUGH PROPOSITION SUMMARY

PROPOSITION NO. ____

ORDINANCE 2025-16: RESIDENTIAL PROPERTY TAX EXEMPTION CHANGE

(To be voted on by all borough voters)

Purpose:

Amends Kenai Peninsula Borough Code of Ordinances 5.12.115 to increase the residential property tax exemption for owner-occupied primary residences within the Kenai Peninsula Borough from \$50,000 to \$75,000 in assessed value.

Key Provisions:

1. Increases Residential Property Tax Exemption
If approved by the voters at the October 7, 2025 election, Ordinance 2025-16 will increase the residential exemption by \$25,000.
2. Implementation Date:
If approved by the voters at the October 7, 2025 election, Ordinance 2025-16 will be effective on January 1, 2026 for Fiscal Year 2027.

Fiscal Impact:

Eligible property owners could see a reduction in their annual property tax liability due to a larger portion of their permanent place of residence assessed value being exempt from taxation.

BALLOT LANGUAGE

As approved by the Assembly _____

Shall Ordinance 2025-16, amending the Kenai Peninsula Borough Code of Ordinances 5.12.115 to increase the residential real property tax exemption from \$50,000 to \$75,000, be ratified?

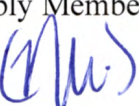
YES *A "Yes" vote means you approve amending Kenai Peninsula Borough Code of Ordinances 5.12.115 to increase the residential real property tax exemption from \$50,000 to \$75,000.*

NO *A "No" vote means you oppose amending Kenai Peninsula Borough Code of Ordinances 5.12.115 to increase the residential real property tax exemption from \$50,000 to \$75,000.*

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Peter Ribbens, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Michele Turner, Borough Clerk 

DATE: July 24, 2025

RE: Proposition Summaries for 2025 Regular Election Brochure (Voter Pamphlet)

KPB 4.10.110(A) states in part, "...the borough clerk shall prepare a brochure containing information approved by the assembly of a strictly factual nature pertaining to each proposition on the ballot..."

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- Proposition No. __: Ordinance 2025-15; Seasonal Sales Tax Rate Change
- Proposition No. __: Ordinance 2025-14; Annually Adjust the Sales Tax Cap for Inflation

Your consideration is appreciated.

KENAI PENINSULA BOROUGH PROPOSITION SUMMARY

PROPOSITION NO. ____

ORDINANCE 2025-15: SEASONAL SALES TAX RATE CHANGE

(To be voted on by all borough voters)

Purpose:

Amends Kenai Peninsula Borough Code of Ordinances 5.18.110 to replace the current year-round 3% sales tax with a seasonal rate of 2% in the winter (October–March) and 4% in the summer (April–September).

Key Provisions:

1. Changes sales tax rate to be a seasonal rate:
The rate in the 1st and 4th quarters of the calendar year (October 1–March 31) will be 2%. The rate in the 2nd and 3rd quarters of the calendar year (April 1–September 30).
2. Implementation Date:
If approved by the voters at the October 7, 2025 election, Ordinance 2025-15 will be effective on April 1, 2026.

Fiscal Impact:

It is estimated that for most residents this change will result in a net-neutral change in the total annual sales tax paid. The seasonal sales tax rate is projected to generate approximately \$4 million in additional annual revenue from sales tax, primarily from increased visitor spending during peak months.

BALLOT LANGUAGE

As approved by the Assembly _____

Shall Ordinance 2025-15, amending the Kenai Peninsula Borough Code of Ordinances 5.18.100 to change the current 3% sales tax rate to a seasonal sales tax rate of 2% from October 1st through March 31st and 4% from April 1st through September 30th, be ratified?

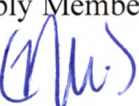
YES *A “Yes” vote means you approve changing the sales tax rate to 2% from October 1st through March 31st and to 4% from April 1st through September 30th.*

NO *A “No” vote means you oppose changing the sales tax rate to 2% from October 1st through March 31st and to 4% from April 1st through September 30th.*

Kenai Peninsula Borough
Office of the Borough Clerk

MEMORANDUM

TO: Peter Ribbens, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Michele Turner, Borough Clerk 

DATE: July 24, 2025

RE: Proposition Summaries for 2025 Regular Election Brochure (Voter Pamphlet)

KPB 4.10.110(A) states in part, "...the borough clerk shall prepare a brochure containing information approved by the assembly of a strictly factual nature pertaining to each proposition on the ballot..."

The following proposition summaries are being forwarded for Assembly review and approval for inclusion in the 2025 Regular Election Brochure (Voter Pamphlet).

Only one proposition number has been assigned, as the last four propositions listed below are pending Assembly's action.

- Proposition No. 1: Citizen Initiative; Hand Count In Person Paper Ballots for Borough Elections
- Proposition No. __: Ordinance 2025-17; Establishing the Ninilchik Recreational Service Area
- Proposition No. __: Ordinance 2025-16; Residential Property Tax Exemption Change
- Proposition No. __: Ordinance 2025-15; Seasonal Sales Tax Rate Change
- Proposition No. __: Ordinance 2025-14; Annually Adjust the Sales Tax Cap for Inflation

Your consideration is appreciated.

KENAI PENINSULA BOROUGH PROPOSITION SUMMARY

PROPOSITION NO. ____

ORDINANCE 2025-14: ANNUALLY ADJUST THE SALES TAX CAP FOR INFLATION

(To be voted on by all borough voters)

Purpose:

Amends Kenai Peninsula Borough Code of Ordinances, Section 5.18.430, to annually adjust the sales tax cap for inflation.

Key Provisions:

1. Annually adjusts the sales tax cap:

The maximum sales tax amount will be adjusted yearly based on the prior year's annual Anchorage Consumer Price Index (CPI) as published by the state.

2. Implementation Date:

If approved by the voters at the October 7, 2025 election, Ordinance 2025-14 will be effective on January 1, 2026.

Fiscal Impact:

Per fiscal note, adjusting the sales tax maximum amount will increase revenue from sales tax by approximately \$250,000 to \$500,000.

BALLOT LANGUAGE

As approved by the Assembly _____

Shall Ordinance 2025-14, amending the Kenai Peninsula Borough Code of Ordinances 5.18.430 to annually adjust the sales tax cap for inflation, be ratified?

YES *A "Yes" vote means you approve amending the Kenai Peninsula Borough Code of Ordinances 5.18.430 to annually adjust the sales tax cap for inflation based on the prior year's annual Anchorage Consumer Price Index (CPI).*

NO *A "No" vote means you oppose amending the Kenai Peninsula Borough Code of Ordinances 5.18.430 to annually adjust the sales tax cap for inflation based on the prior year's annual Anchorage Consumer Price Index (CPI).*

Kenai Peninsula Borough

Human Resources

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

THRU: John D. Hedges, Purchasing & Contracting Department *JH*

FROM: Justen Huff, Human Resources Director *JH*

DATE: June 30, 2025

RE: Authorizing the award of a contract, in the amount of \$37,078.52 to NEOGOV per KPB Code 5.28.280 Proprietary Procurement.

It is the best benefit of the Borough to expand our scope of services with NEOGOV as the Borough has been using NEOGOV since 2013 because it is one of the most reliable and cost friendly programs available in the market. The Borough HR Department currently utilizes NEOGOV Onboard and Insight for recruiting and onboarding of new employees. The Borough Risk department utilizes the NEOGOV Training modules provided through the AML.

The e-Forms software program will integrate with the NEOGOV software programs we are currently using. This addition will enable us to convert all of our employee files into a digital format thus achieving a long-term budget goal. Converting employee files into a digital format will be an accomplishment in multiple areas including, but not limited to, improved employee file security, simplified employee filing system will reduce chance of error, cost savings in paper/printing, and improving and streamlining various HR processes that will improve HR staff efficiency.

This proprietary procurement is a one-time effort to keep continuity in service. It is the intent to seek approval for a standardization for the use of NEOGOV prior to the end of this contract.

Your approval is hereby requested. Funding for this project, along with the other modules already in place (Insight & Onboard) is \$37,078.52 in account number 100-11230-00000-43026.

Approved: *P. Micciche*
Peter A. Micciche, Mayor

7/2/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>100-11230-00000-43026</u>
Amount	<u>\$37,078.52</u>
By: <i>CH BH</i>	Date: <u>7/1/2025</u>

NOTES: NA

Kenai Peninsula Borough

Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dana Cannava, Special Projects and Constituent Relations *DC*

DATE: July 11, 2025

RE: Authorization to Award a Contract for RFP25-027 Municipal Government Services & Tourism / Economic Development Public Relations Campaign

On January 3, 2024, the Kenai Peninsula Borough Purchasing & Contracting Department formally solicited proposals for RFP RFP25-027 Municipal Government Services & Tourism / Economic Development Public Relations Campaign. The request for proposals was advertised on Bid Express from June 2 – 19, 2025.

The project consists of promoting public relations and communications with residents, businesses, employees and visitors.

On the due date of June 19, 2025, four (4) proposals were received and reviewed by a review committee as follows:

<u>FIRMS</u>	<u>LOCATION</u>	<u>TOTAL SCORE</u>
Thompson & Co	Anchorage, Alaska	254
Agnew::Beck Consulting	Anchorage, Alaska	252
Brilliant Media Strategies Alaska, Inc.	Anchorage, Alaska	186
Stegmeier, LLC	Lorain, Ohio	96

The highest-ranking proposal, which includes a cost factor, was submitted by Thompson & Co with a lump sum cost proposal of \$113,220. The proposal review committee recommends award of a contract to Thompson & Co, Anchorage, Alaska. Your approval for this award is hereby requested.

Funding of this contract will be charged to account number 100-94900-43016-43011 and 100-94900-43018-43011.

Allynic

Peter A. Micciche, Borough Mayor

7/15/2025

Date

NOTES: NA

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No. <u>100-94900-43016-43011</u>	\$56,610.00
Acct. No. <u>100-94900-43018-43011</u>	\$56,610.00
By: <i>CS BH</i>	Date: <u>7/15/2025</u>

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025


RE: Authorization to Award a Contract for ITB25-078 Gravel Road Project FY26 – West Region, Unit 7 – *KB Drive, Bye Way, Sonder Street*

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-078 Gravel Road Projects FY26 – West Region, Unit 7, *KB Drive, Bye Way, Sonder Street*. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the West Region, Unit 7. KB Drive - 3,000 Tons E1 Gravel; Bye Way - 700 Tons E1 Gravel; Sonder Street - 1,450 Tons E1 Gravel; 4,500 Tons Calcium Chloride Purchase & Application

On the due date of July 2, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$127,750.00 was submitted by Peninsula Construction Inc., Kenai, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.



Peter A. Micciche, Borough Mayor

7/15/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434-33950-26GRV-43011</u>
Amount:	<u>\$127,750.00</u>
By: <i>CJ BH</i>	Date: <u>7/15/2025</u>

NOTES: NA

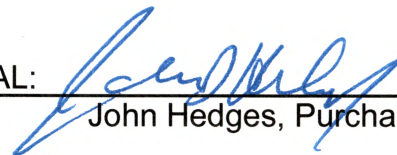
KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-078 Gravel Road Projects FY26 - West Region, Unit 7
KB Drive, Bye Way, Sonder Street

CONTRACTOR	LOCATION	BASE BID
Peninsula Construcion, Inc.	Kenai, Alaska	\$127,750.00
Peninsula Paving, LLC	Soldotna, Alaska	\$135,125.00
Foster Construction, LLC	Soldotna, Alaska	\$136,912.50

DUE DATE: July 2, 2025

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 2, 2025

RE: Authorization to Award a Contract for ITB25-076 Summer & Winter Road Maintenance – East Region, Unit 3B

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-076 Summer & Winter Road Maintenance – East Region, Unit 3B. Bid packets were released on May 28, 2025 and the Invitation to Bid was advertised on Bid Express from May 28 – June 12, 2025.

The project consists of providing all labor, materials, and equipment to perform summer and winter road maintenance in the East Region, Unit 3B.

On the due date of June 12, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$198,306.10 was submitted by Metco Alaska, LLC, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236-33950-00000-43952.

A. Micciche

Peter A. Micciche, Borough Mayor

7/3/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236-33950-00000-43952
Amount	\$198,306.10
By: <i>CJ BH</i>	Date: 7/3/2025
NOTES: NA	

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-076 SUMMER / WINTER MAINTENANCE - EAST REGION, UNIT 3B

CONTRACTOR	LOCATION	BASE BID	ADDIVITE ALTERNATES
Metco Alaska, LLC	Seward, Alaska	\$162,206.10	\$36,100.00
Andrews and Sons, LLC	Seward, Alaska	\$247,583.00	\$51,500.00

DUE DATE: June 12, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 8, 2025

RE: Authorization to Award a Contract for ITB25-075 Gravel Road Projects FY26 East Region, Unit 3

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-075 Gravel Road Projects FY26 – East Region, Unit 3. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 1, 2025.

The project consists of applying gravel in the East Region, Unit 3. Meridian Avenue, 1160 cubic yards KPB Type II; Moat Way, 180 cubic yards KPB Type II

On the due date of July 1, 2025, one (1) bid was received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$45,210.00 was submitted by Metco Alaska, LLC, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.



Peter A. Micciche, Borough Mayor

7/15/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>434-33950-26GRV-43011</u>
Amount:	<u>\$45,210.00</u>
By: <i>CJ BH</i>	Date: <u>7/9/2025</u>

NOTES: NA

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB25-075 Gravel Road Projects - FY26 - East Region, Unit 3

CONTRACTOR	LOCATION	BASE BID
Metco, Alaska LLC	Seward, Alaska	\$45,210.00

DUE DATE: July 1, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025


RE: Authorization to Award a Contract for ITB25-074 Gravel Road Project FY26 – West Region, Unit 7

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-074 Gravel Road Projects FY26 – West Region, Unit 7. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the West Region, Unit 7. Canvasback Avenue, 300 cubic yards KPB Type II; Gadwall Avenue, 450 cubic yards KPB Type II; Merganser Avenue, 550 cubic yards KPB Type II; Wren Drive, 600 cubic yards KPB Type II

On the due date of July 2, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$40,960.00 was submitted by Peninsula Construction, Inc., Kenai, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.


Peter A. Micciche, Borough Mayor

7/15/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$40,960.00
By: <i>CF BH</i>	Date: 7/11/2025

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-074 Gravel Road Projects FY26 - West Region, Unit 7

CONTRACTOR	LOCATION	BASE BID
Peninsula Construcion, Inc.	Kenai, Alaska	\$40,960.00
Foster Construction, LLC	Soldotna, Alaska	\$44,100.00
Chumley's Inc.	Nikiski, Alaska	\$49,400.00
Peninsula Paving, LLC	Soldotna, Alaska	\$57,250.00

DUE DATE: July 2, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 8, 2025

RE: Authorization to Award a Contract for ITB25-070 Gravel Road Projects FY26 South Region, Unit 7

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-070 Gravel Road Projects FY26 – South Region, Unit 7. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 1, 2025.

The project consists of applying gravel in the South Region, Unit 7. Clayton Way, 556 cubic yards KPB Type II

On the due date of July 1, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$25,720.00 was submitted by East Road Services, Inc., Homer, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.

A. Micciche
Peter A. Micciche, Borough Mayor

7/15/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$25,720.00
By: <i>CJ BH</i>	Date: 7/9/2025

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-070 Gravel Road Projects - FY26 - South Region, Unit 7

CONTRACTOR	LOCATION	BASE BID
East Road Services, Inc.	Homer, Alaska	\$25,720.00
Wolf. Co.	Anchor Point, Alaska	\$32,407.88

DUE DATE: July 1, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

THRU: John Hedges, Purchasing & Contracting Director JH

FROM: Dil Uhlin, Roads Director DU

DATE: July 18, 2025


RE: Authorization to Award a Contract for ITB25-068 Brushing Vegetation Control – Central Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-068 Brushing Vegetation Control – Central Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.



The project consists of the contractor providing all labor and materials to perform vegetation control services in the Central Region.

On the due date of July 9, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$33,100 was submitted by Trail Blazers, LLC., Kenai, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.


Peter A. Micciche, Mayor

7/20/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236.33950.00000.43952
Amount	\$33,100.00
By:  	Date: 7/18/2025

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-068 FY26 Brushing Vegetation Control - Central Region

CONTRACTOR	LOCATION	BASE BID
Trail Blazers, LLC	Kenai, Alaska	\$33,100.00
Chumley's Inc.	Nikiski, Alaska	\$35,372.00
River City Construction, LLC	Soldotna, Alaska	\$39,690.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$39,603.00

DUE DATE: July 9, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 18, 2025

RE: Authorization to Award a Contract for ITB25-067 Brushing Vegetation Control – West Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-067 Brushing Vegetation Control – West Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.

The project consists of the contractor providing all labor and materials to perform vegetation control services in the West Region.

On the due date of July 9, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$41,869 was submitted by Chumley’s Inc., Nikiski Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.

P. Micciche

Peter A. Micciche, Mayor

7/20/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>236.33950.00000.43952</u>
Amount	<u>\$41,869.00</u>
By: <i>CJ BH</i>	Date: <u>7/18/2025</u>

NOTES: NA

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB25-067 FY26 Brushing Vegetation Control - West Region

CONTRACTOR	LOCATION	BASE BID
Chumley's Inc.	Nikiski, Alaska	\$41,869.00
Trail Blazers, LLC	Kenai, Alaska	\$42,417.00
River City Construction, LLC	Soldotna, Alaska	\$59,535.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$65,332.00

DUE DATE: July 9, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 18, 2025

RE: Authorization to Award a Contract for ITB25-066 Brushing Vegetation Control – East Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-066 Brushing Vegetation Control – East Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.

The project consists of the contractor providing all labor and materials to perform vegetation control services in the East Region.

On the due date of July 9, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$10,158 was submitted by Chumley’s Inc., Nikiski Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.

[Signature]

Peter A. Micciche, Mayor

7/20/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236.33950.00000.43952
Amount	\$10,158.00
By: <i>CJ BH</i>	Date: 7/18/2025

NOTES: NA

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-066 FY26 Brushing Vegetation Control - East Region

CONTRACTOR	LOCATION	BASE BID
Chumley's Inc.	Nikiski, Alaska	\$10,158.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$20,550.00
Metco Alaska, LLC	Seward, Alaska	\$27,255.00
River City Construction, LLC	Soldotna, Alaska	\$31,600.00

DUE DATE: July 9, 2025

KPB OFFICIAL: _____



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 18, 2025

RE: Authorization to Award a Contract for ITB25-065 Brushing Vegetation Control – South Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-065 Brushing Vegetation Control – South Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.

The project consists of the contractor providing all labor and materials to perform vegetation control services in the South Region.

On the due date of July 9, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$19,577 was submitted by Chumley’s Inc., Nikiski Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.

A Micciche

Peter A. Micciche, Mayor

7/20/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236.33950.00000.43952
Amount	\$19,577.00
By: <i>CS BH</i>	Date: 7/18/2025


NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-065 FY26 Brushing Vegetation Control - South Region

CONTRACTOR	LOCATION	BASE BID
Chumley's Inc.	Nikiski, Alaska	\$19,577.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$44,040.00
River City Construction, LLC	Soldotna, Alaska	\$50,650.00

DUE DATE: July 9, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

THRU: John Hedges, Purchasing & Contracting Director JH

FROM: Dil Uhlin, Roads Director DU

DATE: July 18, 2025

RE: Authorization to Award a Contract for ITB25-064 Brushing Vegetation Control – North Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-064 Brushing Vegetation Control – North Region. Bid packets were released on June 16, 2025 and the Invitation to Bid was advertised on BidExpress from June 16 – July 9, 2025.

The project consists of the contractor providing all labor and materials to perform vegetation control services in the North Region.

On the due date of July 9, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$19,790 was submitted by Trail Blazers, LLC., Kenai, Alaska.



Your approval for this bid award is hereby requested. Funding for this project is in account number 236.33950.00000.43952.



Peter A. Micciche, Mayor

7/20/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236.33950.00000.43952
Amount	\$19,790.00
By:  	Date: 7/18/2025


NOTES: NA

KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING

BID TAB FOR: ITB25-064 FY26 Brushing Vegetation Control - North Region

CONTRACTOR	LOCATION	BASE BID
Trail Blazers, LLC	Kenai, Alaska	\$19,790.00
Chumley's Inc.	Nikiski, Alaska	\$20,042.00
River City Construction, LLC	Soldotna, Alaska	\$31,785.00
Todaly Unlimited, Inc.	Soldotna, Alaska	\$32,660.00

DUE DATE: July 9, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Nick Kemp, Maintenance Director *NK*

DATE: June 26, 2025

RE: Authorization to Award a Contract for ITB25-062 Seward High School Bus Parking Improvements

The Maintenance Department formally solicited and received bids for ITB25-062 Seward High School Bus Parking Improvements. Bid packets were released on June 5, 2025 and the Invitation to Bid was advertised on Bid Express from June 5 – 19, 2025.

The project consists of providing all equipment and qualified competent personnel to remove the damaged asphalt and replace with new, per the specifications

On the due date of June 19, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$140,130 was submitted by Metco Alaska, LLC. Your approval for this bid award for each group to Metco Alaska, LLC, Seward, Alaska is hereby requested.

Funding for this project is in account number 400-78050-24802-43780.

Alycia

Peter A. Micciche, Borough Mayor

6/27/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	400-78050-24802-43780
Amount	\$140,130.00
By: <i>CF BH</i>	Date: 6/26/2025
NOTES: NA	

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-062 Seward High School Bus Parking Improvement

CONTRACTOR	LOCATION	BASE BID
Metco Alaska, LLC	Seward, Alaska	\$140,130.00
AK Pave Co.	Anchorage, Alaska	\$162,000.00

DUE DATE: June 19, 2025

KPB OFFICIAL:  _____
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025

RE: Authorization to Award a Contract for ITB25-056 Gravel Road Project FY26 – West Region, Unit 2

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-056 Gravel Road Projects FY26 – West Region, Unit 2. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the West Region, Unit 2. Kenneth Street, 460 cubic yards KPB Type II

On the due date of July 2, 2025, four (4) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$12,310.00 was submitted by Foster Construction, LLC., Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.

P. Micciche
Peter A. Micciche, Borough Mayor

7/15/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$12,310.00
By: <i>CJ BH</i>	Date: 7/11/2025

NOTES: NA

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-056 Gravel Road Projects FY26 - West Region, Unit 2

CONTRACTOR	LOCATION	BASE BID
Foster Construction, LLC	Soldotna, Alaska	\$12,310.00
Chumley's Inc.	Nikiski, Alaska	\$15,640.00
Trail Blazers, LLC	Kenai, Alaska	\$16,190.00
Peninsula Construcion, Inc.	Kenai, Alaska	\$22,360.00

DUE DATE: July 2, 2025

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 8, 2025

RE: Authorization to Award a Contract for ITB25-055 Gravel Road Projects FY26 – South Region, Units 3 & 4

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-055 Gravel Road Projects FY26 – South Region, Units 3 & 4. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 1, 2025.

The project consists of applying gravel in the South Region, Units 3 & 4. School Avenue, 1,222 cubic yards KPB Type II; Seaward Avenue, 672 cubic yards KPB Type II; Mark Lane, 467 cubic yards KPB Type II.

On the due date of July 1, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$56,331.50 was submitted by Wolf Co., Anchor Point, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.

A. Micciche
Peter A. Micciche, Borough Mayor

7/15/2025
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$56,331.50
By: <i>CJ BH</i>	Date: 7/9/2025

NOTES: NA

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-055 Gravel Road Projects - FY26 - South Region, Units 3 & 4

CONTRACTOR	LOCATION	BASE BID
Wolf Co.	Anchor Point, Alaska	\$56,331.50
Paul's Services	Anchor Point, Alaska	\$57,479.00
East Road Services, Inc.	Homer, Alaska	\$73,593.90

DUE DATE: July 1, 2025

KPB OFFICIAL: _____



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough

Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025

RE: Authorization to Award a Contract for ITB25-054 Gravel Road Project FY26 – North Region, Unit 3

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-054 Gravel Road Projects FY26 – North Region, Unit 3. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the North Region, Unit 3. Mark Blvd, 1,560 cubic yards KPB Type II; Ainsworth Avenue, 1,680 cubic yards KPB Type II.

On the due date of July 2, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$76,140.00 was submitted by Chumley's Inc., Nikiski, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.



Peter A. Micciche, Borough Mayor

7/15/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$76,140.00
By: <i>CJ BH</i>	Date: 7/11/2025

NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-054 Gravel Road Projects FY26 - North Region, Unit 3

CONTRACTOR	LOCATION	BASE BID
Chumley's Inc.	Nikiski, Alaska	\$76,140.00
Trail Blazers, LLC	Kenai, Alaska	\$78,305.00
Foster Construction, LLC	Soldotna, Alaska	\$84,430.00

DUE DATE: July 2, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 11, 2025

RE: Authorization to Award a Contract for ITB25-053 Gravel Road Project FY26 – Central Region

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-053 Gravel Road Projects FY26 – Central Region. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – July 2, 2025.

The project consists of applying gravel in the Central Region. Diamond Willow Lane 1,150 cubic yards KPB Type II; Tischer Avenue, 1,080 cubic yards KPB Type II; Walker Street, 1,150 cubic yards KPB Type II.

On the due date of July 2, 2025, three (3) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$76,610.60 was submitted by Steam on Wheels, LLC, Soldotna, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 434-33950-26GRV-43011.

Alynnia

Peter A. Micciche, Borough Mayor

7/15/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	434-33950-26GRV-43011
Amount:	\$76,610.60
By: <i>CJ BH</i>	Date: 7/11/2025


NOTES: NA

**KENAI PENINSULA BOROUGH
PURCHASING & CONTRACTING**

BID TAB FOR: ITB25-053 Gravel Road Projects FY26 - Central Region

CONTRACTOR	LOCATION	BASE BID
Steam on Wheels, LLC	Soldotna, Alaska	\$76,610.60
Chumley's Inc.	Nikiski, Alaska	\$94,640.00
Foster Construction LLC	Soldotna, Alaska	\$102,932.50

DUE DATE: July 2, 2025

KPB OFFICIAL: 
John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Dil Uhlin, Roads Director *DU*

DATE: July 3, 2025

RE: Authorization to Award a Contract for ITB25-043 Summer & Winter Road Maintenance – East Region, Unit 3A

The Purchasing and Contracting Office formally solicited and received bids for the ITB25-043 Summer & Winter Road Maintenance – East Region, Unit 3A. Bid packets were released on May 28, 2025 and the Invitation to Bid was advertised on Bid Express from May 28 – June 12, 2025.

The project consists of providing all labor, materials, and equipment to perform summer and winter road maintenance in the East Region, Unit 3A.

On the due date of June 12, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$215,474.58 was submitted by Metco Alaska, LLC, Seward, Alaska.

Your approval for this bid award is hereby requested. Funding for this project is in account number 236-33950-00000-43952.

P. Micciche

Peter A. Micciche, Borough Mayor

7/3/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	236-33950-00000-43952
Amount	\$215,474.58
By: <i>CJ BH</i>	Date: 7/3/2025
NOTES: NA	

KENAI PENINSULA BOROUGH PURCHASING & CONTRACTING

BID TAB FOR: ITB25-043 SUMMER / WINTER MAINTENANCE - EAST REGION, UNIT 3A

CONTRACTOR	LOCATION	BASE BID	ADDIVITE ALTERNATES
Metco Alaska, LLC	Seward, Alaska	\$179,374.58	\$36,100.00
Andrews and Sons, LLC	Seward, Alaska	\$247,926.00	\$50,900.00

DUE DATE: June 12, 2025

KPB OFFICIAL:



John Hedges, Purchasing & Contracting Director

Kenai Peninsula Borough
Purchasing & Contracting

MEMORANDUM

TO: Peter A. Micciche, Borough Mayor

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

FROM: Nick Kemp, Maintenance Director *NK*

DATE: July 3, 2025

RE: Authorization to Award a Contract for ITB25-042 Fire Alarm Inspections FY26

The Maintenance Department formally solicited and received bids for ITB25-042 Fire Alarm Inspections FY26. Bid packets were released on June 11, 2025 and the Invitation to Bid was advertised on Bid Express from June 11 – 26, 2025.

The project consists of providing all materials, equipment and qualified personnel to perform annual fire alarm inspections borough wide.

On the due date of June 26, 2025, two (2) bids were received and reviewed to ensure that all the specifications and delivery schedules were met. The low bid of \$29,342.00 was submitted by Johnson Controls Fire Protection, LLP. Your approval for this bid award for each group to Johnson Controls Fire Protection, LLP, Anchorage, Alaska is hereby requested.

Funding for this project is in account number 241-41010-00000-43780.

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Peter A. Micciche, Borough Mayor

7/15/2025

Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	241-41010-00000-43780
Amount	\$29,342.00
By: <i>CJ BH</i>	Date: 7/9/2025
NOTES: NA	