

Kenai Peninsula Borough

*144 North Binkley Street
Soldotna, AK 99669*



Meeting Agenda

Tuesday, August 19, 2025

6:00 PM

Meeting ID: 835 6358 3837 Passcode: 606672

Betty J. Glick Assembly Chambers

Meeting ID: 835 6358 3837 Passcode: 606672

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-7126: August 5, 2025 Regular Assembly Meeting Minutes

Resolution 2025-033: Authorizing KBP to Accept a Public Access Easement to Provide Access to the Proposed Graham Ranch Subdivision

Resolution 2025-034: Authorizing the Acquisition of a Perpetual Easement Located in Kachemak Selo, Alaska, for School Purposes

Ordinance 2025-19-08: Amending Ordinance 2024-19-36, Relating to Commercial Passenger Vessel Tax Proceeds Received from the State of Alaska to the Cities of Seward and Homer, to Provide a Revised Effective Date

Ordinance 2025-19-09: Approving the Use of Funds for the Costs of Distributing Informational and Promotional Materials About Ballot Proposition No. 1 Seeking Voter Approval to Require Hand Counting of In Person Ballots Voted on Election Day

Ordinance 2025-18: Amending Borough Code, KPB 14.06.240 and KPB 14.06.250 Regarding Decertification

Ordinance 2025-20: Amending KPB 21.18.025 to Address Adoptions and Deletions of Anadromous Waters Within the West District of the KPB 21.18 Appendix

ACTION ITEM ELIGIBLE TO BE ADDED TO THE CONSENT AGENDA:

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 Department of Administration, Division of Retirement & Benefits on Behalf of the Kenai Peninsula Borough 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 as Part of the Maximum Allowable Local Contribution for Schools and Appropriating the Funds to the School Fund for School Operations

APPROVAL OF MINUTES

*1. [KPB-7126](#) August 5, 2025 Regular Assembly Meeting Minutes

Attachments: [August 5, 2025 Regular Assembly Meeting Minutes](#)

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

(20 minutes total)

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

(3 minutes per speaker; 20 minutes aggregate)

MAYOR'S REPORT

[KPB-7129](#) Mayor's Report Cover Memo

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

1. Assembly Requests/Responses - None
2. Agreements and Contracts - None
3. Other

a. [KPB-7130](#) Investment Report Quarter Ended 06/30/25

Attachments: [Investment Report Quarter Ended 06/30/25](#)

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

(Testimony limited to 3 minutes per speaker)

Ordinances referred to Finance Committee

1. [2025-19-03](#) 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)

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

2. [2025-19-04](#) An Ordinance Appropriating Funds from the School Capital Project Fund for the Seward High School Flooring Replacement Project (Mayor)

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

3. [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)

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

4. [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)

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](#)

5. [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)

Attachments: [Ordinance 2025-19-07](#)
 [Memo](#)
 [Public Comment 080525](#)
 [eComments 080525](#)

UNFINISHED BUSINESS

NEW BUSINESS

1. Resolutions

Resolutions referred to Lands Committee

- *a. [2025-033](#) A Resolution Authorizing KBP to Accept a Public Access Easement to Provide Access to the Proposed Graham Ranch Subdivision (Mayor)

Attachments: [Resolution 2025-033](#)
 [Memo](#)
 [Vicinity Maps](#)
 [Public Access Easement](#)
 [Plat](#)

- *b.** [2025-034](#) A Resolution Authorizing the Acquisition of a Perpetual Easement Located in Kachemak Selo, Alaska, for Future School Purposes (Mayor)

Attachments: [Resolution 2025-034](#)
 [Memo](#)
 [Map](#)
 [Purchase Agreement Fully Executed](#)
 [Reference Copy O2018-19-25](#)
 [Reference Copy R2024-024](#)

2. Ordinances for Introduction

Ordinances for Introduction and referred to the Finance Committee

- *a.** [2025-19-08](#) An Ordinance Amending Ordinance 2024-19-36, Relating To Commercial Passenger Vessel Tax Proceeds Received From the State of Alaska to the Cities of Seward and Homer, to Provide a Revised Effective Date (Mayor) (Hearing on 09/02/25)

Attachments: [Ordinance 2025-19-08](#)
 [Memo](#)
 [Reference Copy O2024-19-36](#)

- *b.** [2025-19-09](#) An Ordinance Approving the Use of Funds for the Costs of Distributing Informational and Promotional Materials About Ballot Proposition No. 1 Seeking Voter Approval to Require Hand Counting of In Person Ballots Voted on Election Day (Cooper) (Hearing on 09/02/25)

Attachments: [Ordinance 2025-19-09](#)
 [Memo](#)
 [Scope of Work](#)

Ordinances for Introduction and referred to the Policies and Procedures Committee

- *c.** [2025-18](#) An Ordinance Amending Borough Code, KPB 14.06.240 and KPB 14.06.250 Regarding Decertification (Mayor) (Hearing on 09/16/25)

Attachments: [Ordinance 2025-18](#)
 [Memo](#)

- *d. [2025-20](#) An Ordinance Amending KPB 21.18.025 to Address Adoptions and Deletions of Anadromous Waters Within the West District of the KPB 21.18 Appendix (Mayor) (Hearing on 09/16/25)

Attachments: [Ordinance 2025-20](#)
[Memo](#)
[Maps](#)
[Proposed Updates](#)

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

ASSEMBLY COMMENTS

PENDING LEGISLATION - None

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

INFORMATIONAL MATERIALS AND REPORTS

ASSEMBLY MEETING AND HEARING ANNOUNCEMENTS

1. September 2, 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 Betty J. Glick Assembly Chambers, Borough Administration Building, Soldotna, Alaska. The meeting will also be held via Zoom, or other audio or video conferencing means whenever technically feasible. To attend the Zoom meeting by telephone call toll free 1-888-788-0099 or 1-877-853-5247 and enter the Meeting ID: 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, August 5, 2025

6:00 PM

The Porcupine Theater

106 W. Pioneer Avenue, Homer, Alaska

Meeting ID: 835 6358 3837 Passcode: 606672

[https://yourkpb.zoom.us/j/83563583837?](https://yourkpb.zoom.us/j/83563583837?pwd=eTO44Um9ao1JJGaVtBJG86PXlsuNvm.1)

[pwd=eTO44Um9ao1JJGaVtBJG86PXlsuNvm.1](https://yourkpb.zoom.us/j/83563583837?pwd=eTO44Um9ao1JJGaVtBJG86PXlsuNvm.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

[Clerk's Note: Ms. Morton attended via ZOOM.]

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

COMMITTEE REPORTS

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

[8 Present: Baisden, Cooper, Cox, Dunne, Ecklund, Morton (via ZOOM),

Tunseth, Ribbens]

[1 Excused: Johnson]

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

[8 Present: Baisden, Cooper, Cox, Dunne, Ecklund, Morton (via ZOOM),

Tunseth, Ribbens]

[1 Excused: Johnson]

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

[8 Present: Baisden, Cooper, Cox, Dunne, Ecklund, Morton (via ZOOM) ,

Tunseth, Ribbens]

[1 Excused: Johnson]

APPROVAL OF AGENDA AND CONSENT AGENDA

Cooper moved to approve the agenda and consent agenda.

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

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

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

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

This Budget Ordinance was enacted.

NEW BUSINESS

[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)

This Resolution was adopted.

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

This Resolution was adopted.

[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)

This Budget Ordinance was introduced and set for public hearing.

[2025-19-04](#) An Ordinance Appropriating Funds from the School Capital Project Fund for the Seward High School Flooring Replacement Project (Mayor)

This Budget Ordinance was introduced and set for public hearing.

[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)

This Budget Ordinance was introduced and set for public hearing.

[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)

This Budget Ordinance was introduced and set for public hearing.

[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.]

approved

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

approved

[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

approved

[2025-15](#) WITHDRAWN BY SPONSOR 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)

This Ordinance was withdrawn by the sponsor.

[KPB-7097](#) WITHDRAWN Approving the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. ____: Ordinance 2025-15: Seasonal Sales Tax Rate Change (Borough Clerk)

Withdrawn

[2025-030](#) WITHDRAWN BY SPONSOR 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]

This Resolution was withdrawn by the sponsor.

Approval of the Consent Agenda

President Ribbens called for public comment:

Dr. Lucy Fisher, Homer, spoke in support of Ordinance 2025-19-06.

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

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

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

PRESENTATIONS WITH PRIOR NOTICE

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

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

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

[Clerk's Note: Katherine Schake, Reserve Manager, presented an update to the Assembly.]

PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

President Ribbens called for public comment.

Stan Mishin, Homer, spoke regarding concerns about the brush pile burn program at the Homer transfer site.

Captain Greg Sutter, Fritz Creek, spoke on Alaska boating safety.

Helen Armstrong, Chair of the South Kenai Peninsula Hospital Service Area Board, welcomed and thanked the Assembly for appointing Erin Workman to the board. She invited the public to attend service area board meetings which are held the 2nd Thursday monthly at 6:30p.m. at the hospital, and announced that there are three board vacancies in the upcoming October 7, 2025 borough election. She announced the celebration of life for Roberta Highland on August 9, 2025 at 2:00pm.

Scott Wheat, Fritz Creek, addressed mental and behavioral health needs in the community.

Nona Safra, Homer, addressed the need for health care access on the South Kenai Peninsula.

Heath Smith, Homer, addressed concerns over property assessments and taxes.

Zen Kelly, Board of Education President, delivered a school board update.

Paul Seaton, Kachemak City, thanked the Assembly for funding to the cap.

[Clerk's Note: The 20 minute aggregate was reached and the public comment was closed.]

MAYOR'S REPORT

[KPB-7099](#) 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
 - b. [KPB-7101](#) Authorization to Award Contract ITB25-043 Summer & Winter Road Maintenance East Region Unit 3A

-
- | | | |
|----|--------------------------|---|
| c. | KPB-7102 | Authorization to Award Contract ITB25-053 Gravel Road Projects FY26 Central Region |
| d. | KPB-7103 | Authorization to Award Contract ITB25-054 Gravel Road Projects FY26 North Region Unit 3 |
| e. | KPB-7104 | Authorization to Award Contract ITB25-055 Gravel Road Projects FY26 South Region Units 3 & 4 |
| f. | KPB-7105 | Authorization to Award Contract ITB25-056 Gravel Road Projects FY26 West Region Unit 2 |
| g. | KPB-7106 | Authorization to Award Contract ITB25-062 Seward High School Bus Parking Improvements |
| h. | KPB-7107 | Authorization to Award Contract ITB25-064 Brushing Vegetation Control - North Region |
| i. | KPB-7108 | Authorization to Award Contract ITB25-065 Brushing Vegetation Control - South Region |
| j. | KPB-7109 | Authorization to Award Contract ITB25-066 Brushing Vegetation Control - East Region |
| k. | KPB-7110 | Authorization to Award Contract ITB25-067 Brushing Vegetation Control - West Region |
| l. | KPB-7111 | Authorization to Award Contract ITB25-068 Brushing Vegetation Control - Central Region |
| m. | KPB-7112 | Authorization to Award Contract ITB25-070 Gravel Road Projects FY26 South Region Unit 7 |
| n. | KPB-7113 | Authorization to Award Contract ITB25-074 Gravel Road Projects FY26 West Region Unit 7 |
| o. | KPB-7114 | Authorization to Award Contract ITB25-075 Gravel Road Projects FY26 East Region Unit 3 |
| p. | KPB-7115 | Authorization to Award Contract ITB25-076 Summer & Winter Road Maintenance East Region Unit 3B |
| q. | KPB-7116 | Authorization to Award Contract ITB25-078 Gravel Road Projects FY26 West Region Unit 7 - KB Drive, Bye Way, Sonder Street |

r. [KPB-7117](#) Authorization to Award Contract RFP25-027 Municipal Government Services & Tourism-Economic Development Public Relations Campaign

s. [KPB-7118](#) Authorization to Award Contract Sole Source NeoGov FY26

Other

a. [KPB-7119](#) Budget Revisions – June 2025

b. [KPB-7120](#) Revenue-Expenditure Report – June 2025

ITEMS NOT COMPLETED FROM PRIOR AGENDA

UNFINISHED BUSINESS

PUBLIC HEARINGS ON ORDINANCES

[2025-14](#) An Ordinance Amending KPB 5.18.430 to Annually Adjust the Sales Tax Cap for Inflation Once every Fifth Year, Subject to Voter Approval (Johnson)

Tunseth moved to enact Ordinance 2025-14.

President Ribbens called for public comment.

Heath Smith, Homer, spoke in opposition to introducing Ordinance 2025-14.

Johnson moved to amend Ordinance 2025-14 as follows:

The title to read, "AMENDING KPB 5.18.430 TO ANNUALLY ADJUST THE SALES TAX CAP FOR INFLATION, SUBJECT TO VOTER APPROVAL" and

Add KPB 5.18.430(F) back in Section 2 to read, "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." and

Amend Section 4 to read, "[THAT THIS ORDINANCE SHALL BE EFFECTIVE ON JANUARY 1, 2026] 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."

The motion to amend Ordinance 2025-14 carried by the following vote:

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

Cox moved to amend Ordinance 2025-14 as follows:

Amend the title to read, "AN ORDINANCE AMENDING KPB 5.18.430 TO [ANNUALLY] ADJUST THE SALES TAX CAP FOR INFLATION ONCE EVERY FIFTH YEAR, SUBJECT TO VOTER APPROVAL" and

Amend Section 2 to read, "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] once every fifth year based on the prior five years' [YEAR'S] annual Anchorage Consumer Price Index (CPI) as published by the state. Amount to be calculated by adding each of the five separate years' CPI adjustments together with the amount to be rounded to the nearest hundred dollars, 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 with a maximum taxable amount of \$500.00 per transaction. [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] once every fifth year based on the prior five years' [YEAR'S] annual Anchorage Consumer Price Index (CPI) as published by the state. Amount to be calculated by adding each of the five separate years' CPI adjustments together with the amount to be rounded to the nearest hundred dollars, 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."

The motion to amend Ordinance 2025-14 carried by the following vote:

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

The motion to enact Ordinance 2025-14 as amended carried by the following vote:

Yes: 5 - Johnson, Ribbens, Ecklund, Baisden, and Dunne

No: 4 - Cox, Tunseth, Cooper, and Morton

[2025-16](#)

An Ordinance Amending KPB 5.12.115 to Increase the Residential Property Tax Exemption from \$50,000 to \$75,000 Subject to Voter Approval (Baisden, Mayor)

Tunseth moved to enact Ordinance 2025-16.

President Ribbens called for public comment.

The following people spoke in support of Ordinance 2025-16:

Debbie Cary, Ninilchik

Heath Smith, Homer

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

Baisden moved to amend Ordinance 2025-16 as follows:

Delete 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.]"

The motion to amend Ordinance 2025-16 carried by the following vote:

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

The motion to enact Ordinance 2025-16 as amended 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)

Cox moved to enact Ordinance 2025-17.

President Ribbens called for public comment.

The following people spoke in favor of Ordinance 2025-17:

John McCombs, Ninilchik

Debbie Cary, Ninilchik

With no one else wishing to speak, the public comment period was closed.

The motion to enact Ordinance 2025-17 carried by the following vote:

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

Ordinances for Introduction

[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)

Tunseth moved to introduce Ordinance 2025-19-07 and set for public hearing on 08/19/25.

President Ribbens called for public comment.

The following people spoke in support of introducing Ordinance 2025-19-07:

Randi Sweet, Seldovia

Ashley Keithley, Seldovia

Jennifer Swick, Seldovia
Heidi Geagle, Seldovia
Debbie Cary, Ninilchik
Zen Kelly, Homer

With no one else wishing to speak, the public comment period was closed.

Morton moved to call the question.

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

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

The motion to introduce Ordinance 2025-19-07 and set for public hearing on 08/19/25 carried by the following vote:

Yes: 6 - Johnson, Cox, Cooper, Ecklund, Dunne, and Morton

No: 3 - Tunseth, Ribbens, and Baisden

3. Other

- 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)

Cox moved to approve KPB-7093 Proposition No. 1 Summary.

President Ribbens called for public comment with none being offered.

Cox moved to amend Proposition No. 1 Summary as follows:

Amend Fiscal Impact to read, "[THE]Complete fiscal impacts are [NOT CURRENTLY KNOWN]unknown at this time. This change will require additional election workers."

The vote to amend Proposition No. 1 Summary carried by the following vote:

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

The motion to approve Proposition No. 1 Summary as amended carried by the following vote:

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

- e. [KPB-7094](#) Approving the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. 2: Ordinance 2025-17: Establishing the Ninilchik Recreational Service Area (Borough Clerk)

Cox moved to approve Proposition No. 2 Summary.

President Ribbens called for public comment with none being offered.

Johnson moved to amend Proposition No. 2 Summary as follows:

Amend Fiscal Impact to read, "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 for 12 months at the Ninilchik School, which equates to \$100 for each \$100,000 in taxable value, or a lesser mill rate for 9 months."

The motion to amend Proposition No. 2 Summary carried by the following vote:

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

The motion to approve Proposition No. 2 Summary as amended carried by the following vote:

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

- f. [KPB-7095](#) Approving the Proposition Summary to be Included in the Voter Pamphlet for Proposition No. 3: Ordinance 2025-16: Residential Property Tax Exemption Change (Borough Clerk)

Cox moved to approve Proposition No. 3 Summary.

President Ribbens called for public comment with none being offered.

The motion to approve Proposition No. 3 Summary carried by the following vote:

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

- h. [KPB-7098](#) Approving the Proposition Summary to be Included in the Voter Pamphlet for Proposition No 4: Ordinance 2025-14: Adjust the Sales Tax Cap for Inflation Once Every Fifth Year (Borough Clerk)

Cox moved to approve Proposition No. 4 Summary as follows:

President Ribbens called for public comment with none being offered.

Cox moved to amend Proposition No. 4 Summary as follows:

Key Provisions to read, "1. The maximum sales tax amount will be adjusted once every fifth year [YEARLY] based on the prior five years' [YEAR'S] annual Anchorage Consumer Price Index (CPI) as published by the state.

2. The payment of rent for real or personal property will continue to have a maximum taxable amount up to \$500 per transaction.

3. If approved by the voters at the October 7, 2025 election, Ordinance 2025-14 will be effective on [JANUARY 1, 2026] April 1, 2026." and

Fiscal Impact to read, "[PER FISCAL NOTE, A]Adjusting the sales tax maximum amount every five years' end, and retaining the \$500 maximum sales tax for rental transactions, will result in increased revenue from sales tax [BY APPROXIMATELY \$250,000 TO \$500,000]." and

The Ballot Language to read, "Shall Ordinance 2025-14, amending the Kenai Peninsula Borough Code of Ordinances 5.18.430 to [ANNUALLY] adjust the sales

tax cap for inflation once every fifth year, 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 once every fifth year based on the prior five years' [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 once every fifth year based on the prior five years' [YEAR'S] annual Anchorage Consumer Price Index (CPI)."

The motion to amend Proposition No. 4 Summary carried by the following vote:

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

The motion to approve Proposition No. 4 Summary as amended carried by the following vote:

PUBLIC COMMENTS AND PUBLIC PRESENTATIONS

President Ribbens called for public comment.

Zen Kelly, thanked the Mayor for his kind words and announced he was not seeking another term on the school board. He expressed appreciation for the Assembly's hard work.

Elias Garvey, addressed parliamentary process during meetings and raised concerns regarding borough-assessed property values.

Heath Smith, Homer, spoke regarding the need for increased taxes.

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

ASSEMBLY COMMENTS

Assembly Member Morton attended the Funny River Festival on July 12, 2025, participated in the Sterling Substation to Quartz Creek Public Hearing in Sterling on July 15, 2025 and attended the Ninilchik Community Meeting on July 17, 2025, regarding the proposed Ninilchik Recreation Service Area.

Assembly Member Dunne expressed appreciation for conducting the meeting in Homer. He thanked the Porcupine Theater for the use of the facility, and thanked staff for their efforts. Mr. Dunne thanked the Mayor for offering to be the starting official for the Run for Recovery in Homer on August 30, 2025.

Assembly Member Johnson thanked the City of Homer and the Porcupine Theater

for use of their facility. Mr. Johnson stated he attended Salmon Fest in Ninilchik.

Assembly Member Ecklund appreciated the use of the Porcupine Theater and thanked the City of Homer for providing dinner. Ms. Ecklund gave an update on new housing developments in the Seward area.

Assembly Member Cox announced a meeting to discuss peninsula transportation gaps and solutions at the Challenger Learning Center on Thursday, August 14, 2025, from 10:00 a.m. to 12:00 p.m. Mr. Cox complimented the meeting venue and enjoyed the concession stand.

Assembly Member Tunseth thanked the local legislative delegation and Mayor's office for their efforts on education funding. Mr. Tunseth recognized Zen Kelly for his service on the school board. He commended the Mayor's office for their presentation of the Soldotna Schools Feasibility Study presented at the 08/04/25 school board meeting.

Assembly Member Baisden wished everyone a good night.

Assembly Member Cooper noted that the Homer Harbor requires proof of insurance for boat launches. Ms. Cooper thanked South Kenai Peninsula Hospital for the tour and lunch and the City of Homer for dinner. Ms. Cooper thanked the Porcupine Theater for allowing the use of their facility and thanked Zen Kelly for his service on the school board.

Assembly Member Ribbens stated that the borough assessing program was not arbitrary, and praised the assessing staff for their hard work. Mr. Ribbens emphasized the importance of the borough investigating ways to diversify sound fiscal policies, noting that such efforts do not always require an increase in taxes.

PENDING LEGISLATION

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

With no further business to come before the assembly, President Ribbens adjourned the meeting at 11:03p.m.

I certify the above represents accurate minutes of the Kenai Peninsula Borough Assembly meeting of August 5, 2025.

Michele Turner, CMC, Borough Clerk

Approved by the Assembly: _____

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 19, 2025



Assembly Request / Response

None

Agreements and Contracts

None

Other

- a. Investment Report quarter ended 6/30/25

Kenai Peninsula Borough

Finance Department

MEMORANDUM

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

THRU: Peter A. Micciche, Borough Mayor
Brandi Harbaugh, Finance Director

FROM: Chad Friedersdorff, Financial Planning Manager

DATE: August 7, 2025

RE: Investment Report quarter ended 6/30/25

Attached is the Quarterly Investment Report of the Kenai Peninsula Borough for the quarter ending June 30, 2025.

Portfolio Statistics	Quarter Ended 3/31/2025	Quarter Ended 6/30/2025
Average Daily Balance	\$410,205,428	\$393,286,817
Earned Interest Yield	3.918%	3.919%
Duration in Years	1.91	1.93
Book Value	\$397,969,665	\$383,741,632
Market Value	\$400,519,987	\$386,882,752
Percent % of Market Value	99.36%	99.19%

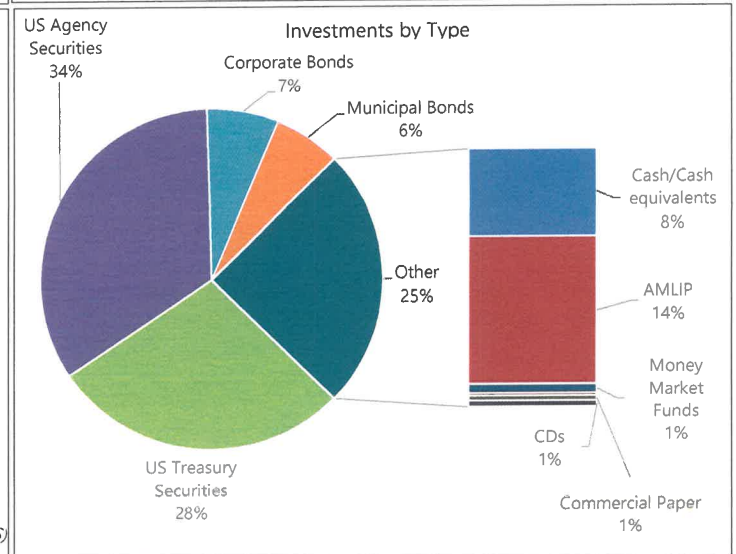
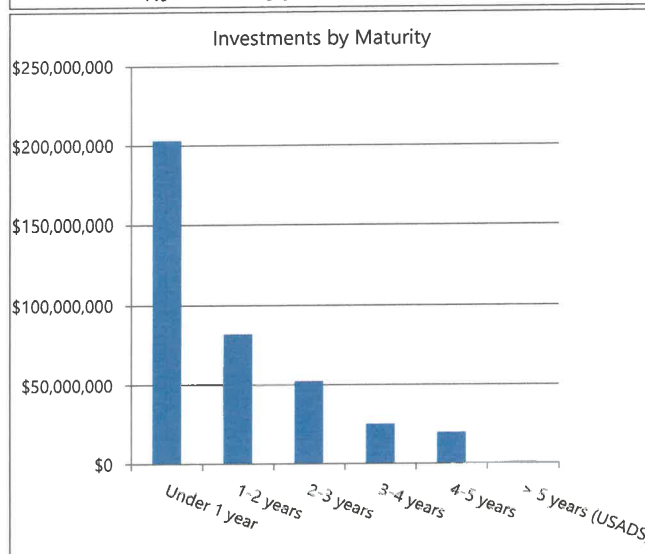
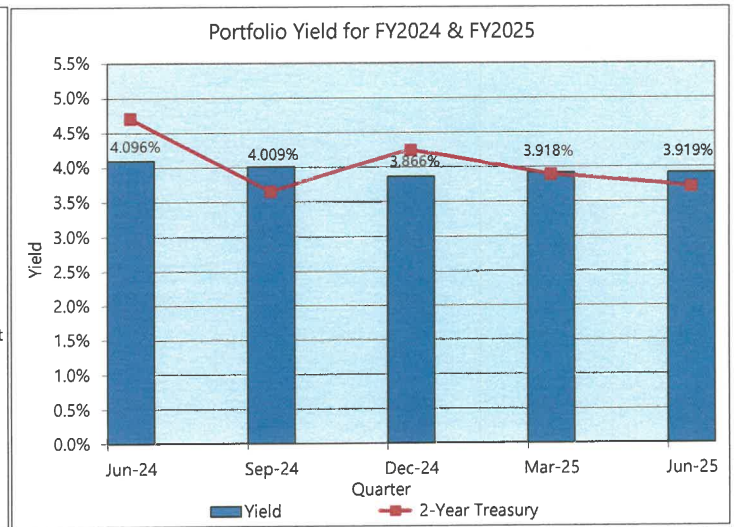
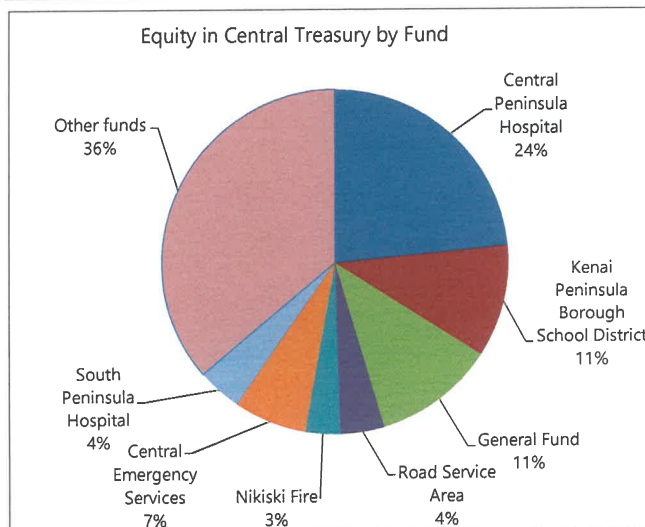
Investment Description	Yield Quarter Ended 3/31/25	Yield Quarter Ended 6/30/25	Market Value Quarter Ended 6/30/25
Cash and Cash Equivalents	3.02%	3.04%	31,716,921
AMLIP	4.28%	4.30%	53,895,619
U.S. Treasury Securities	4.02%	3.94%	110,520,603
US Agencies	4.18%	4.14%	131,491,158
Corporate Bonds	4.34%	4.18%	26,157,571
Municipal Bonds	2.93%	3.14%	24,586,528
Money Market Mutual Funds	4.21%	4.15%	3,391,322
Special Assessments	9.18%	9.21%	929,121
Commercial Paper	4.60%	4.50%	1,977,860
CDs	5.01%	4.98%	2,216,049
Total			\$386,882,752

Major Categories:	Percentage of Portfolio	Book Value quarter ending 6/30/25
Bond related funds	12.93%	49,620,393
Hospital service area funds & plant/equipment replacement funds (PREF)	22.28%	85,474,332
School District	10.64%	40,835,715
Capital Project fund restrictions	13.35%	51,240,005
Special Revenue funds restrictions	16.48%	63,240,531
Internal Service/Agency fund restrictions	8.00%	30,703,694
General Fund	16.32%	62,626,962
Total	100.00%	\$383,741,632

INVESTMENT PORTFOLIO
June 30, 2025

	Par Value	Purchase Price	Fair Value 6/30/25
Investments by Borough Finance Director			
CORPORATE	3,000,000	2,947,330	2,962,290
CDs	2,216,000	2,197,402	2,216,049
COMMERCIAL PAPER	2,000,000	1,954,044	1,977,860
MUNICIPAL	14,315,000	13,728,667	13,960,709
AGENCY	98,321,000	97,039,114	98,126,478
US TREASURY	49,000,000	47,849,032	48,504,935
Total Investment by Borough Finance Director:	168,852,000	165,715,590	167,748,322
Investment with External Manager:			
CORPORATE	23,117,000	23,162,709	23,195,281
MUNICIPAL	10,640,000	10,789,370	10,625,819
AGENCY	33,781,798	33,168,366	33,364,679
US TREASURY	63,900,000	60,972,613	62,015,668
Total Security Investment with External Manager:	131,438,798	128,093,059	129,201,447
TOTAL SECURITY INVESTMENTS	300,290,798	293,808,648	296,949,769
CASH & CASH EQUIVALENTS	89,003,862	89,003,862	89,003,862
SPECIAL ASSESSMENTS	929,121	929,121	929,121
TOTAL PORTFOLIO	390,223,782	383,741,632	386,882,752

Security Portfolio - Purchase Price	\$	296,278,167.94
Security Portfolio - Fair Value 6/30/25		299,419,288.28
Fair Value Adjustment - 6/30/25		3,141,120.34
Fair Value Adjustment - 6/30/24		(2,207,368.17)
Change in Fair Value FY2025	\$	5,348,488.51



Portfolio Overview

BEGINNING VALUE
+ ACCRUED

\$17,179,335

TRANSFERS IN/
OUT

-\$3,397

REALIZED GAINS/
LOSSES

\$2,090

CHANGE IN
MARKET VALUE

-\$19,241

INTEREST INCOME

\$5,868

DIVIDEND INCOME

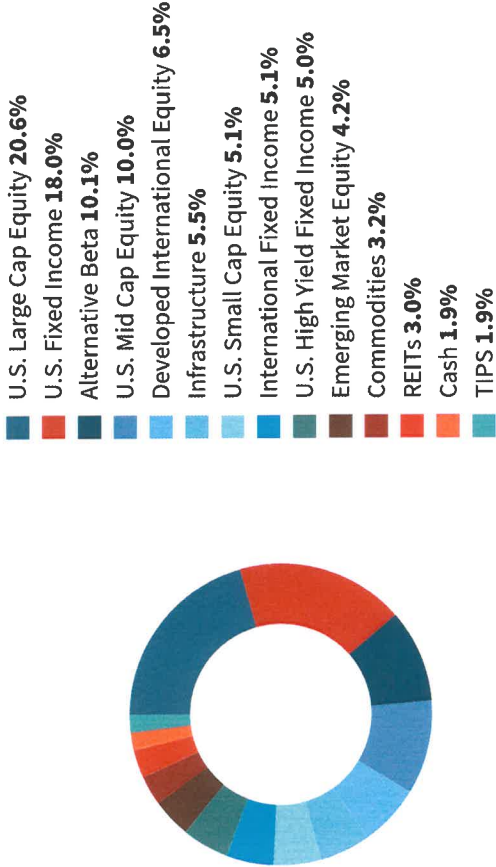
\$13,138

ENDING VALUE +
ACCRUED

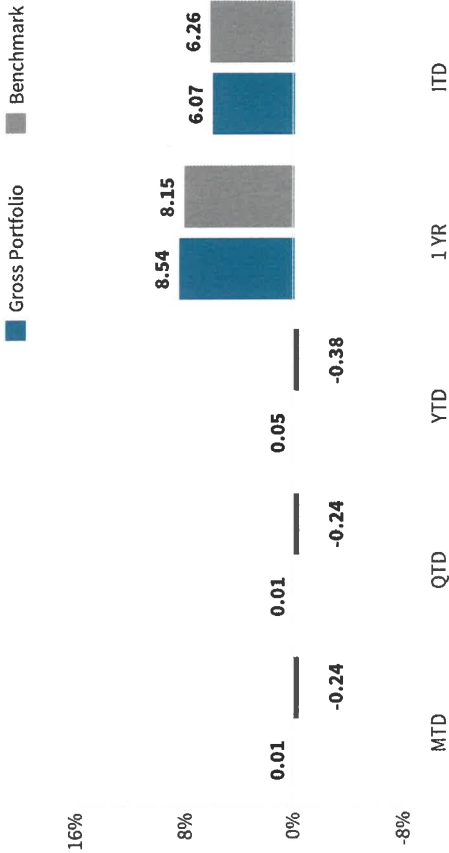
\$17,177,792



Portfolio Composition



Investment Performance

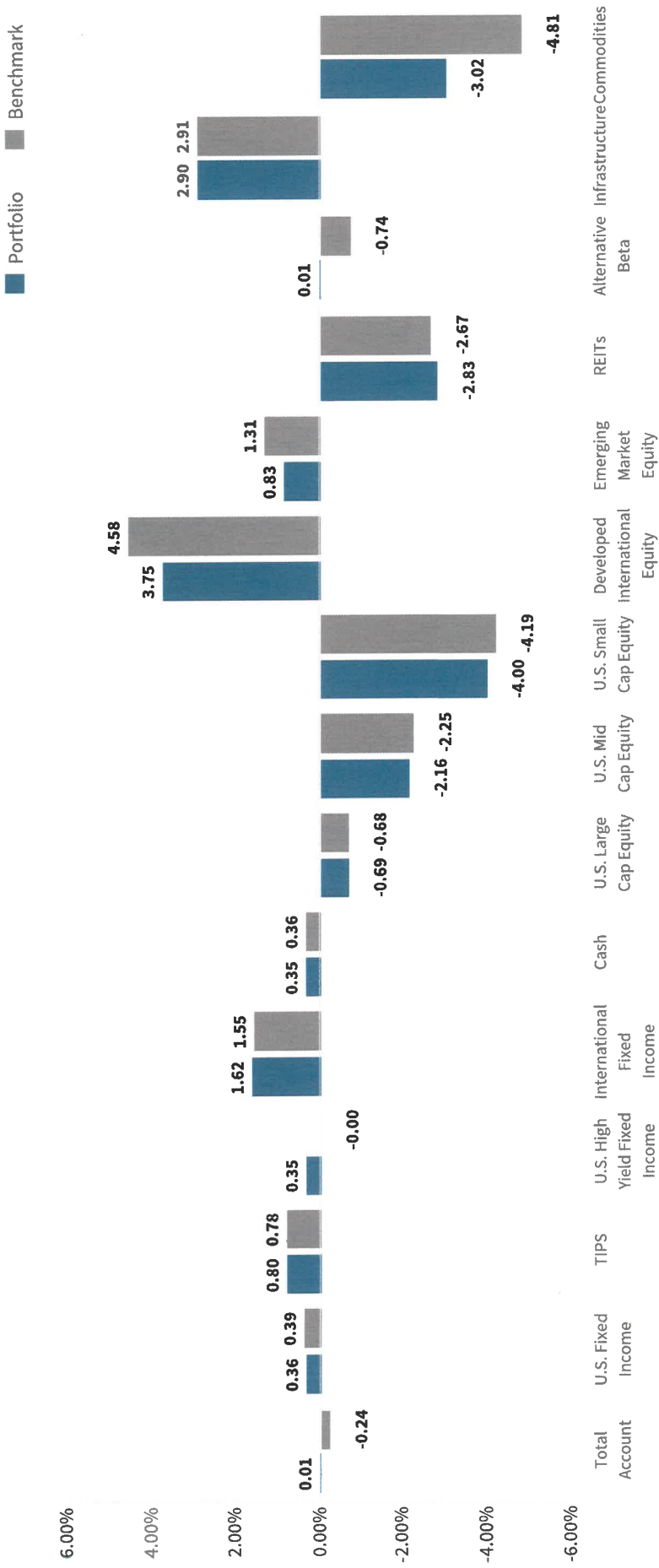


Performance is annualized for periods greater than one year. Inception to date performance begins July 01, 2019
Past performance is not indicative of future results.

Performance



Asset Class Performance (Monthly)



Past performance is not indicative of future results.

Portfolio Overview

BEGINNING VALUE
+ ACCRUED

\$17,177,792

TRANSFERS IN/
OUT

-\$3,397

REALIZED GAINS/
LOSSES

\$81,286

CHANGE IN
MARKET VALUE

\$398,604

INTEREST INCOME

\$5,884

DIVIDEND INCOME

\$11,779

ENDING VALUE +
ACCRUED

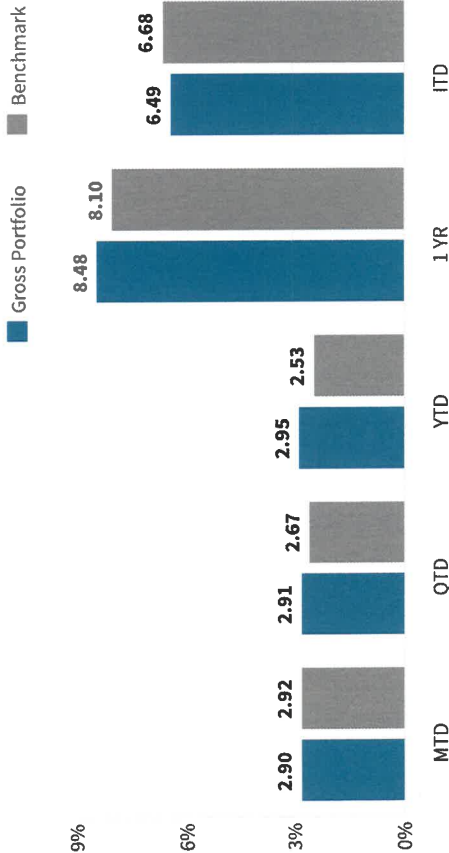
\$17,671,946



Portfolio Composition



Investment Performance

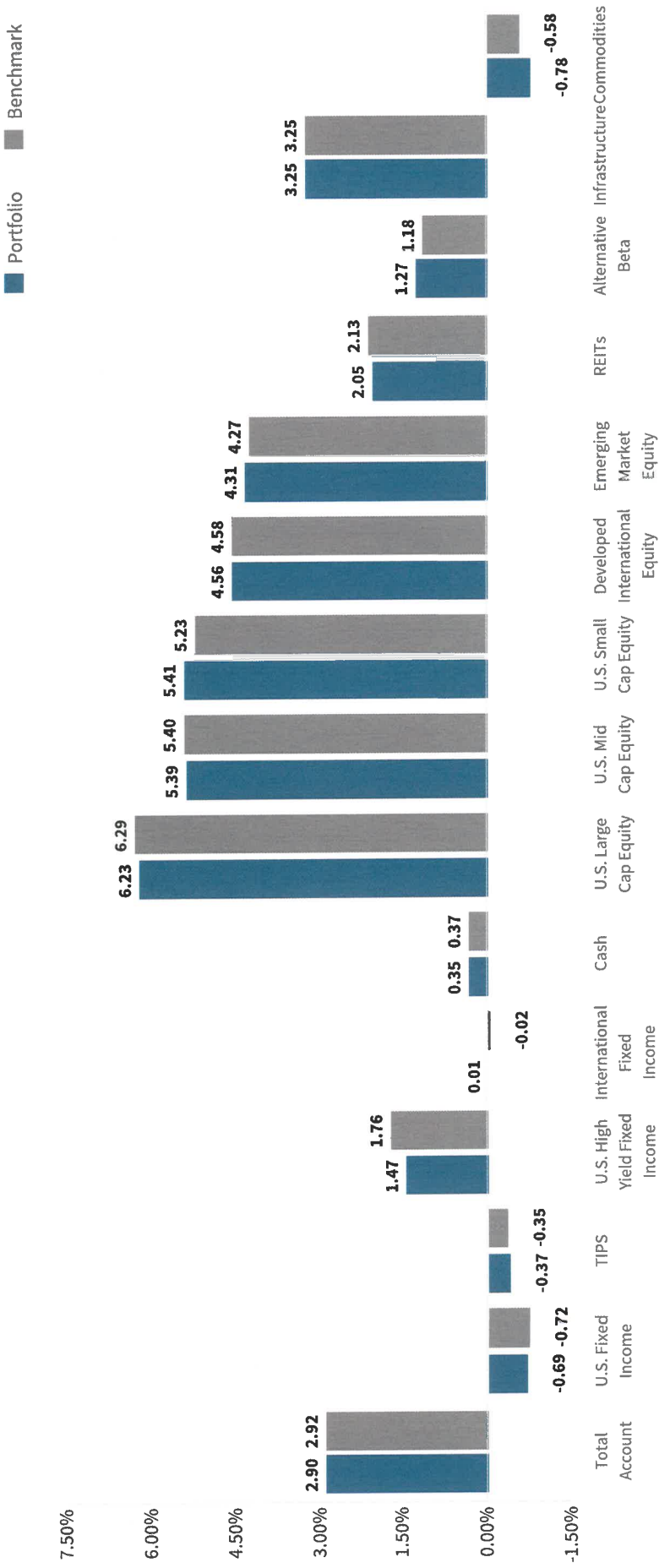


Performance is annualized for periods greater than one year. Inception to date performance begins July 01, 2019. Past performance is not indicative of future results.

Performance



Asset Class Performance (Monthly)



Past performance is not indicative of future results.

Portfolio Overview

BEGINNING VALUE + ACCRUED
\$17,671,946

TRANSFERS IN/
OUT
-\$3,459

REALIZED GAINS/
LOSSES
\$152

CHANGE IN
MARKET VALUE
\$400,142

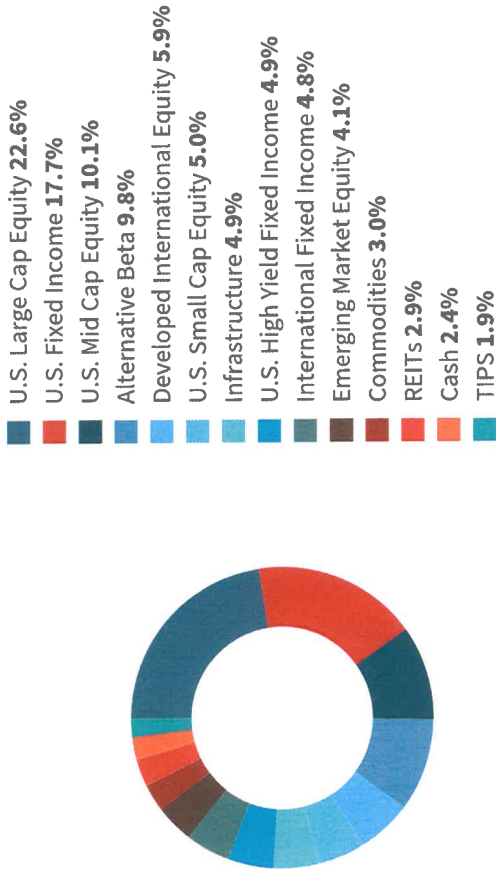
INTEREST INCOME
\$7,980

DIVIDEND INCOME
\$70,755

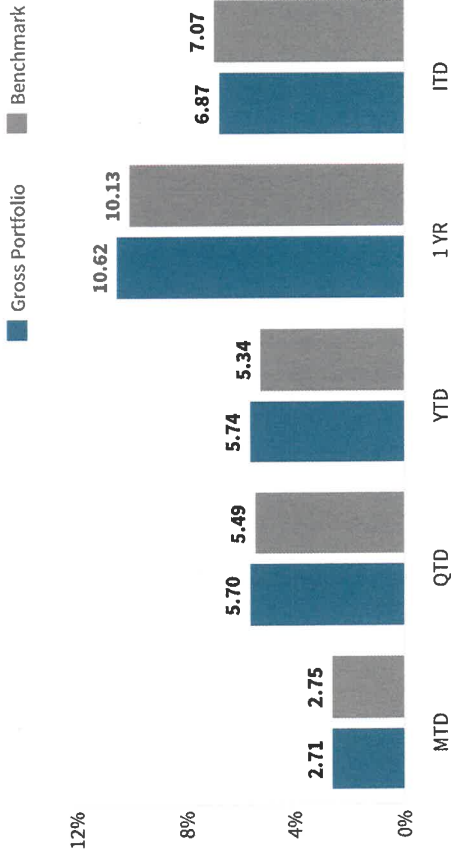
ENDING VALUE +
ACCRUED
\$18,147,517



Portfolio Composition



Investment Performance

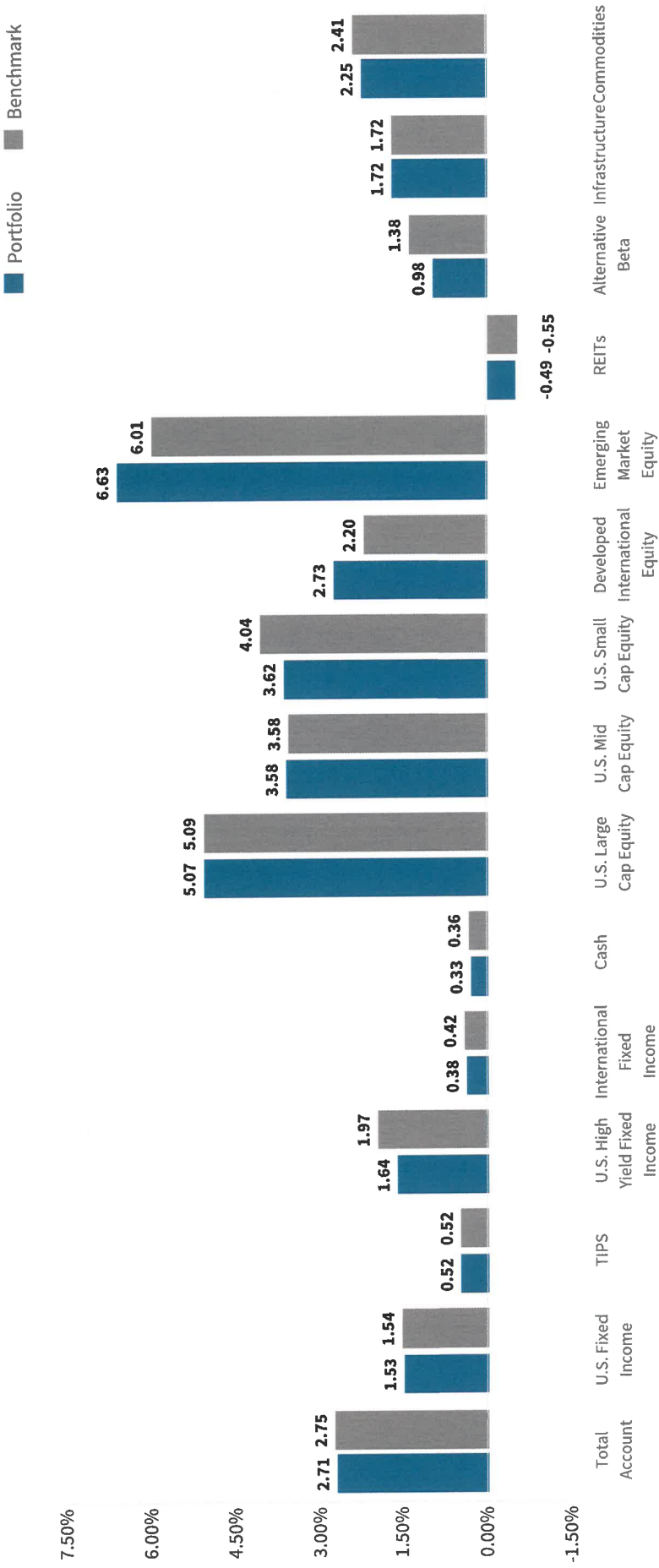


Performance is annualized for periods greater than one year. Inception to date performance begins July 01, 2019. Past performance is not indicative of future results.

Performance



Asset Class Performance (Monthly)



Past performance is not indicative of future results.

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

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PAM*

FROM: Brandi Harbaugh, Finance Director *BH*

DATE: August 7, 2025

SUBJECT: AMENDMENT to 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 Borough’s Unfunded PERS Liability (Mayor)

In July of 2025, notice was received that the Borough will be receiving the FY2025 on-behalf of PERS amount in early August 2025. In order to expedite the appropriation process to complete the FY25 year-end closing in a timely manner, the amounts were left blank for introduction. As the on-behalf amount was received on August 1, 2025, this amendment is requested to complete the ordinance.

[Please note, the bold underlined text is new.]

➤ Amend Section 1, as follows:

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	<u>389,585.00</u>
Nikiski Fire Service Area	<u>110,073.00</u>
Bear Creek Fire Service Area	<u>11,783.00</u>
Western Emergency Service Area	<u>52,692.00</u>
Central Emergency Services	<u>214,330.00</u>
Kachemak Emergency Service Area	<u>28,431.00</u>
North Peninsula Recreation Service Area	<u>25,692.00</u>
Road Service Area	<u>27,989.00</u>
School Maintenance	<u>163,535.00</u>
Land Trust	<u>22,489.00</u>

Page -2-

August 7, 2025

RE: Amendment to O2024-19-41

Seward Bear Creek Flood Service Area	<u>6,089.00</u>
911 Emergency Communications	<u>68,787.00</u>
Solid Waste	<u>67,719.00</u>
Risk Management	<u>19,050.56</u>
Fund	<u><u>\$ 1,208,244.56</u></u>

➤ Amend Section 2, as follows:

SECTION 2. That **\$1,208,244.56** is appropriated to the following accounts:

<u>Account</u>	<u>Amount</u>
100-11110-00000-40221	<u>205.00</u>
100-11120-00000-40221	<u>13,273.00</u>
100-11140-00000-40221	<u>7,183.00</u>
100-11210-00000-40221	<u>17,430.00</u>
100-11227-00000-40221	<u>35,962.00</u>
100-11230-00000-40221	<u>17,681.00</u>
100-11231-00000-40221	<u>216.00</u>
100-11231-00000-40221	<u>54,823.00</u>
100-11232-00000-40221	<u>13,067.00</u>
100-11233-00000-40221	<u>3,897.00</u>
100-11235-00000-40221	<u>3,159.00</u>
100-11250-00000-40221	<u>15,393.00</u>
100-11310-00000-40221	<u>23,770.00</u>
100-11410-00000-40221	<u>14,448.00</u>
100-11430-00000-40221	<u>25,759.00</u>
100-11440-00000-40221	<u>18,082.00</u>
100-11441-00000-40221	<u>12,412.00</u>
100-11510-00000-40221	<u>31,956.00</u>
100-11520-00000-40221	<u>39,124.00</u>
100-21110-00000-40221	<u>27,133.00</u>
100-21135-00000-40221	<u>14,612.00</u>
206-51110-00000-40221	<u>110,073.00</u>
207-51210-00000-40221	<u>11,783.00</u>

Page -2-
August 7,2025
RE: Amendment to O2024-19-41

209-51410-00000-40221	<u>52,692.00</u>
211-51610-00000-40221	<u>214,330.00</u>
212-51810-00000-40221	<u>28,431.00</u>
225-61110-00000-40221	<u>25,692.00</u>
236-33950-00000-40221	<u>27,989.00</u>
241-11235-00000-40221	<u>3,159.00</u>
241-41010-00000-40221	<u>160,376.00</u>
250-21210-00000-40221	<u>22,489.00</u>
259-21212-00000-40221	<u>6,089.00</u>
264-11255-00000-40221	<u>68,787.00</u>
290-32010-00000-40221	<u>15,632.00</u>
290-32122-00000-40221	<u>37,842.00</u>
290-32310-00000-40221	<u>14,245.00</u>
700-11234-00000-40221	<u>19,050.56</u>
	<u><u>\$ 1,208,244.56</u></u>


Your consideration is appreciated.


Kenai Peninsula Borough

Finance Department

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor 

FROM: Brandi Harbaugh, Finance Director 

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

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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.

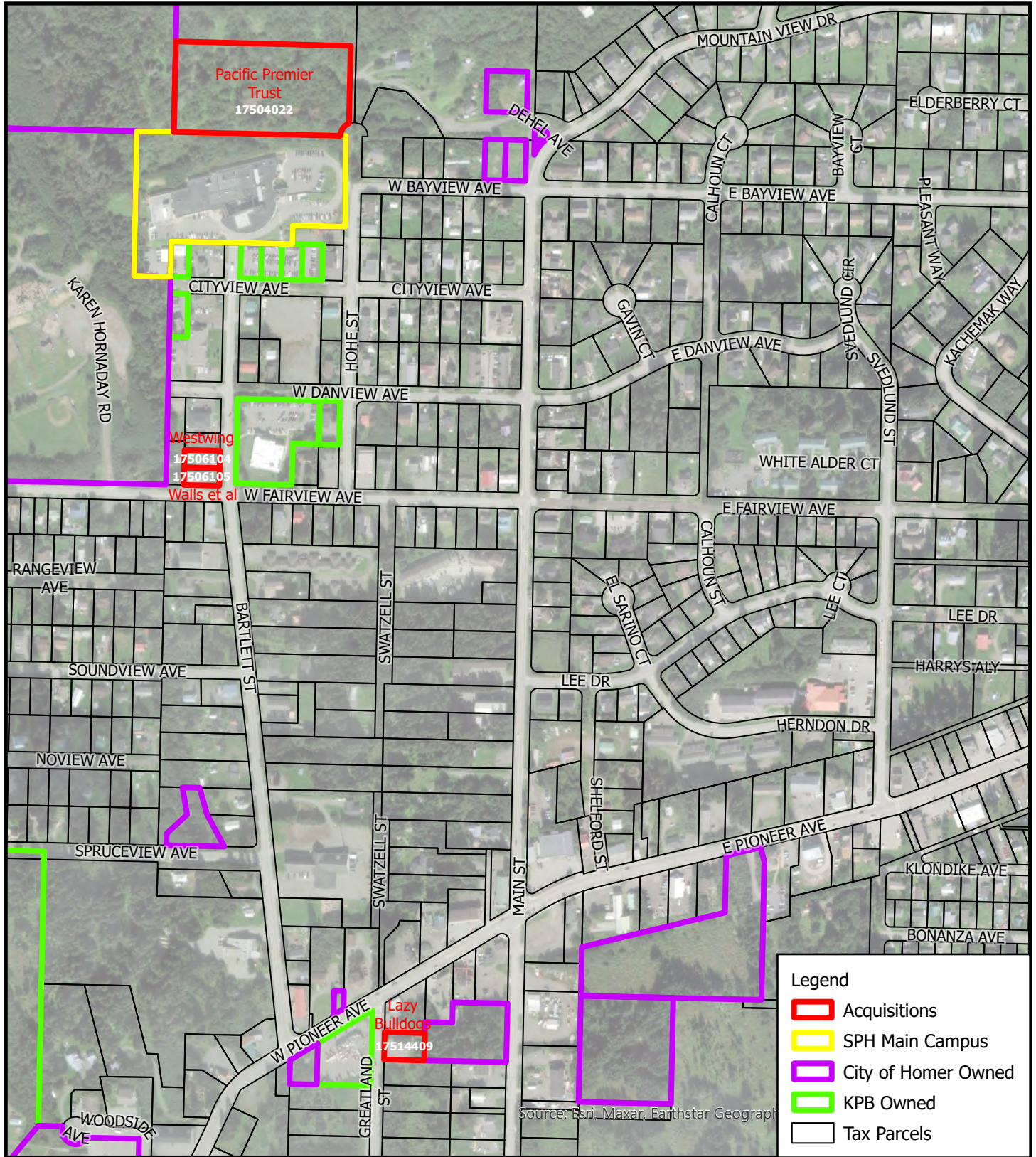
Your consideration is appreciated.

**FINANCE DEPARTMENT
ACCOUNT / FUNDS VERIFIED**

Acct. No. 491.20602

Amount: \$2,101,500

By: CS Date: 7/24/2025



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] RW 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:

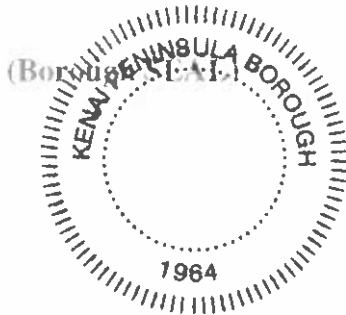
<u>Marie Alexson</u>	7/14/2025
Marie Alexson	(Date)
<u>Russell Walls</u>	7/14/2025
Russell Walls	(Date)
<u>Robyn Walls</u>	7/14/2025
Robyn Walls	(Date)

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

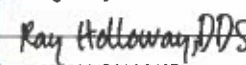
- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Seller and the KPB Mayor. This Agreement is subject to cancellation in whole or in part if 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)

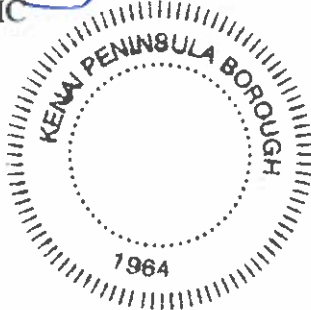
DocuSigned by: 7/11/2025

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

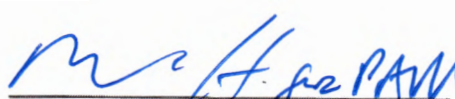
- A. Time. Time is of the essence in performance of this Agreement.
- B. Cancellation. This Agreement, while in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Seller and the KPB Mayor. This Agreement is subject to cancellation in whole or in part if improperly issued through error in procedure or with respect to material facts.

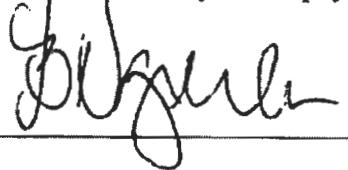
KPB may cancel this Agreement without penalty in the event additional contracts required of this project are not secured.

- 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:

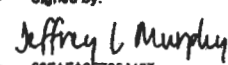
SELLERS: Pacific Premier Trust,
A Division of Pacific Premier Bank
successor by merger with Pensco Trust Company,
Custodian FBO Jeffery L. Murphy IRA


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...

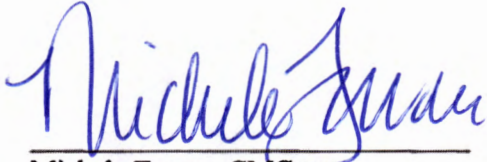
Kenai Peninsula Borough, Alaska

Pacific Premier Trust / KPB – Purchase Agreement

7/23/2025

Page 5 of 6

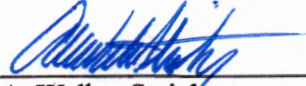
ATTEST:



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

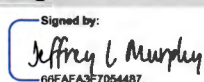
Signer Events

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.

- 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.

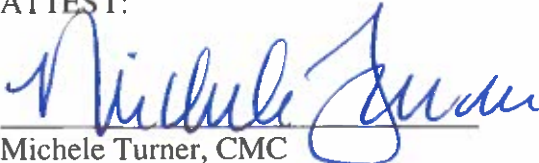
BUYER:
KENAI PENINSULA BOROUGH:

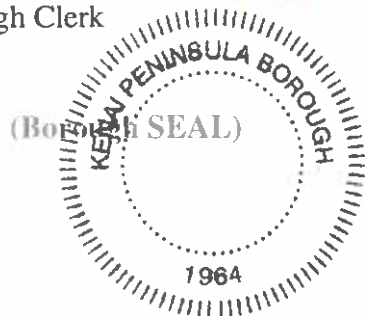
SELLERS:
Westwing, LLC


Peter A. Micciche, Mayor (Date)
administrative officer



Sonja Martin-Young 7/22/2025
Sonja Martin-Young (Date)
President

Thomas Young 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:	Introduced and Set for Public Hearing
Vote:	6 Yes, 3 No, 0 Absent
Date:	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

08/05/25 Vote on motion to introduce and set for public hearing:

Yes: Cooper, Cox, Dunne, Ecklund, Johnson, Morton

No: Baisden, Tunseth, Ribbens

Absent: None

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.

Subject:

FW: Seldovia Pool

On Aug 5, 2025, at 10:23 AM, Ila Dillon <iladillon@gmail.com> wrote:

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.

I am resending my letter in support of keeping the Seldovia pool open.
Please work to keep this vital component up and running for our community.
Sincerely, Ila Dillon

On Tue, Mar 25, 2025 at 11:28 AM Ila Dillon <iladillon@gmail.com> wrote:

I have lived in Seldovia 40 years, raising my kids here, who learned to swim at Susan B English pool, and I have taught WSI and Lifeguarding courses. I'm writing with regard to the possibility of Susan B. English pool closing. I feel this would be detrimental to our community.

We are surrounded by water and depend on boating for our livelihoods, transportation, and subsistence harvesting. It's important that we are taught to be comfortable in the water and are able to swim. I can mean life or death.

Personally, swimming is one of the few physical activities that I am still able to do due to leg and foot issues. It is my physical therapy. I don't have the option of driving to another pool.

Swimming is also a great activity for our kids to stay healthy and happy through our long, dark winters.

Please keep the pool open for the well-being of Seldovians.

Sincerely, Ila Dillon

From: [Ashley Keithley](#)
To: mayor@kpb.us
Cc: [Liz Diament](#); [Heidi Geagel](#); [Jeremiah Campbell](#)
Subject: Support for Ordinance to Fund Seldovia Pool Operations
Date: Sunday, August 3, 2025 10:09:31 AM

Dear Mayor Micciche,

I hope this message finds you well. I am writing to express my strong support for the proposed ordinance to allocate \$200,000 from the school maintenance funds to ensure the Seldovia pools remain open and operational for the coming year, particularly as the borough considers establishing a service area to sustain this vital community resource.

The decision to keep the pools operational is critical for our community, the school district, and the borough. While no solution is perfect, closing the pool for even one year would have a significant negative impact on Seldovia. As a new mother and lifeguard at the pool, I am deeply concerned about the loss of regular access for my son to practice essential water safety skills. Living in a community surrounded by water, early exposure to swimming—beyond what a bathtub can provide—is crucial for teaching infants to become comfortable with water, practice turning, and float, skills that can be lifesaving.

The Seldovia pool serves as more than a recreational facility; it is a cornerstone of our community, especially during the winter months when other activities are limited. It provides a space for residents to gather, exercise, learn, and build connections. The pool's role in fostering community well-being and safety cannot be overstated.

I fondly recall our conversation at the last AML conference over dinner, where we shared enthusiasm for the new waterfront ice rink, a project I was grateful to have your support for. The pool is equally, if not more, significant, as it serves the entire community and addresses critical safety needs in our water-centric environment.

I respectfully urge you to support this ordinance to ensure the Seldovia pools remain open. Your leadership on this matter would have a lasting, positive impact on our community's safety, health, and cohesion.

Thank you for your time and consideration. I look forward to your support and am happy to discuss this further if needed.

Cheers,
Ashley Keithley
Seldovia City Council
425-770-3594

eComments

Ordinance 2025-19-07

Randi Sweet

Location:

Submitted At: 3:47pm 08-05-25

Had a problem with posting a comment. This may be a duplicate. The Kenai Peninsula Borough School District Board of Education has decided to close Ninilchik and Seldovia School pools. The Board of Education has also decided to close remaining pools in the next budget year.

Two actions need to be taken. 1. Pass this ordinance to enable Ninilchik and Seldovia communities to have working time to operate pools during this school year. 2. Establish a working group to develop a management of change Plan/Transition Plan to the new stewards of pool operations and maintenance so that children and adults in our borough are able to learn how to swim and be safe in our coastal marine/river/lake environment. NOTE: The communities and state have invested a lot of money to build and maintain the pools as needed assets. This should be respected and continued.

Why is this important? There must be clarity about the specific tasks that are done currently, who is responsible and the cost of operations and maintenance. Then, those tasks must be transferred to the new stewards, so things don't fall through the cracks.

There has been discussion on ways to fund pool operations and maintenance in the KPB through a KPB wide pool service area, having school district fund swimming lessons which is being done on a limited basis now (revenue), setting up relationships with physical therapy businesses to use pools (revenue). This idea and others need to be discussed and reviewed by a working group (representatives from KPBSD, KBP, pool managers, community) to develop a best way forward so there is a smooth transition.

Downsizing and fiscal cuts are soul crushing and heartbreaking. At the same time, as a larger community we need to come together to make sure that critical skills such as being able to swim are developed in children and adults who live, work and play in a coastal marine/river and lake environment.

Thank you for the opportunity to comment and you have my commitment to help in this matter.

Introduced by:
Date:
Action:
Vote:

Mayor
08/19/25

**KENAI PENINSULA BOROUGH
RESOLUTION 2025-033**

**A RESOLUTION AUTHORIZING KPB TO ACCEPT A PUBLIC ACCESS
EASEMENT TO PROVIDE ACCESS TO THE PROPOSED GRAHAM
RANCH SUBDIVISION**

WHEREAS, during its regularly-scheduled meeting on April 10, 2023, the Kenai Peninsula Borough (KPB) Plat Committee granted approval for the Graham Ranch Subdivision Preliminary Plat; and

WHEREAS, final plat approval is contingent upon satisfactory access to the proposed subdivision, as recommended by the KPB staff report prepared for that meeting; and

WHEREAS, Chris A. Rainwater and the Michael G. and Mary E. Rainwater Family Trust (Grantors) are willing to grant a public access easement across property owned by Grantors, located in Lot 2 US Survey 3354 Section 25 & 26, Township 4 South, Range 11 West, Homer Recording District to the proposed Graham Ranch Subdivision; and

WHEREAS, the public access easement will satisfy the requirement for access to the proposed subdivision; and

WHEREAS, pursuant to KPB 17.10.040, Assembly approval of the acquisition of interests in lands must be by resolution upon receipt of a Planning Commission recommendation; and

WHEREAS, the Planning Commission conducted a public hearing during its regularly-scheduled meeting on July 11, 2025, and recommended _____;

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

SECTION 1. That the Mayor is authorized to accept a public access easement across property owned by Grantors, located in Lot 2 US Survey 3354 Section 25 & 26, Township 4 South, Range 11 West, Homer Recording District on behalf of KPB in a form substantially similar to the document attached.

SECTION 2. That this resolution is effective immediately.

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

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough

Planning Department – Platting Division

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

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

FROM: Vince Piagentini, Platting Manager *VP*

DATE: August 7, 2025

RE: Resolution 2025-033, Authorizing KPB to Accept a Public Access Easement to Provide Access to the Proposed Graham Ranch Subdivision (Mayor)

At its regularly-scheduled meeting on April 10, 2023, the KPB Plat Committee granted approval to the proposed Graham Ranch Subdivision. Final plat approval is contingent upon satisfactory access to the subdivision, as requested in the KPB Staff Report prepared for that meeting.

The accompanying resolution authorizes the Mayor to accept a public access easement across property located on Lot 2 US Survey 3354 Section 25 & 26, Township 4 South, Range 11 West, Homer Recording District, to the proposed Graham Ranch Subdivision, which satisfies the requirement for access.

Your consideration is appreciated.

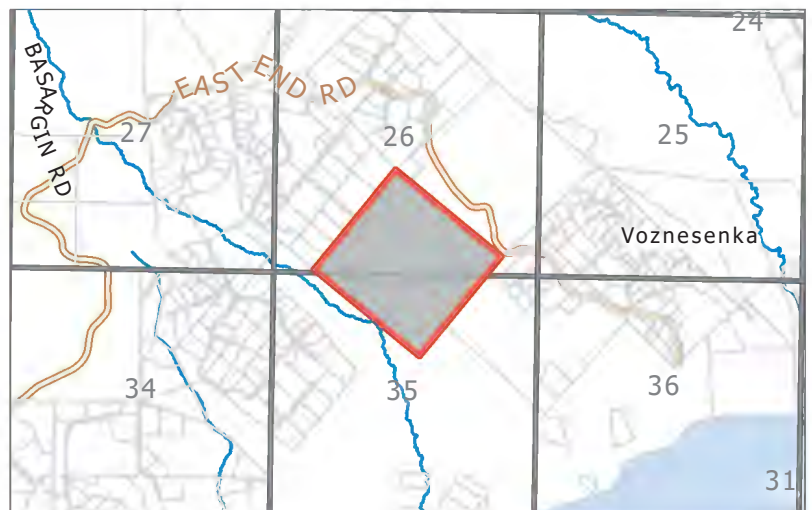


KPB File 2023-028

T 04S R 11W SEC 26 AND 35

Fox River

3/10/2023





PUBLIC RIGHT-OF-WAY EASEMENT

THIS PUBLIC RIGHT-OF-WAY EASEMENT ("Easement") is granted by **CHRIS A. RAINWATER**, of 48250 E. End Rd., Homer, AK 99603, and **MICHAEL G. RAINWATER** and **MARY E. RAINWATER**, Trustees of **THE MICHAEL G. RAINWATER AND MARY E. RAINWATER FAMILY TRUST**, dated December 26, 2019, of PO Box 2392, Camp Verde, AZ 86322, hereinafter referred to as "**GRANTORS**", in favor of **KENAI PENINSULA BOROUGH**, an Alaska Municipal Corporation, hereinafter referred to as "**GRANTEE**", in connection with property in Kenai Peninsula Borough, Alaska owned by Grantors.

For valuable consideration, receipt for which is hereby acknowledged, and other performance to be rendered by Grantee hereunder, Grantors and Grantee desire to enter and use the Easement for the purposes and on the terms and conditions hereafter set out.

AGREEMENT

NOW THEREFORE, the Parties mutually covenant and agree as follows:

1. **GRANT.** The Grantors hereby grant Grantee a non-exclusive public right-of-way easement to the Easement Area depicted as "ACCESS ESMT." and legally described on **EXHIBIT A**, attached hereto, without warranty, over the following real property legally described as:

LOT TWO (2), U.S. SURVEY 3354, located in the Homer Recording District, Third Judicial District, State of Alaska, which is known as the "Grantor Tract", attached to East End Road, wherever it may be located.

2. **PERMITTED USES.**

A. During the term hereof, the public shall have the

right to use the Easement Area for vehicular and pedestrian access. No interest or property right, including but not limited to, the use or removal of gravel, rock, sand, peat, and any and all resources is conveyed by this authorization.

B. This Easement grants the public a right to develop the Easement Area for public access, and for the placement of utilities if necessary. Location and development of improvements constructed under this authorization must be done in a reasonable manner. Site preparation work must be commensurate with the scope of the intended project. Deviating beyond the boundaries of the Easement Area is not permitted. It is the developer's responsibility to properly locate the boundaries of the Easement Area with a surveyor and to secure all other required local, state and/or federal authorizations. Commencement of any use of the Easement Area signifies the user's acceptance of all terms and provisions herein and agreement to comply with and be bound by all such terms and provisions.

3. **TERM.** This Easement is perpetual, unless surrendered or abandoned, at which time it may be terminated, with notice, at Grantors' discretion.

4. **OPERATIONS.** Grantee shall conduct all of its operations on the Easement in strict compliance with all provisions of federal, state and local law and all provisions of the Easement.

5. **SURRENDER.** Grantee may upon sixty (60) days written notice to Grantors surrender all or part of the Easement. A partial surrender shall not reduce Grantee's obligation to comply with other obligations that may have accrued as a result of Grantee's activities on the surrendered area. A total surrender of the Easement by Grantee shall result in a termination of this Easement.

6. **ASSIGNMENT.** This Easement or any interest herein may not be assigned or otherwise transferred by Grantee except upon written approval of Grantors. The Grantors reserve the right to reject any proposed assignment. Any unauthorized attempt to assign or otherwise transfer any of the Grantee's interest under this Easement is void and of no force or effect whatsoever.

7. **GENERAL.**

A. **GOVERNING LAW.** This Easement is made under Alaska law.

B. **CLEARING LIMITS.** Clearing within the Easement Area shall be limited to that necessary for actual maintenance and construction/reconstruction.

C. **RELOCATION.** Parties agree that In the event the Developers wish to relocate, they will need to go through the process to vacate this Easement and grant another, or go through the ROW dedication process after vacating this Easement.

D. **VALID RECORDED EXISTING RIGHTS.** The Grantee's use of the Easement Area will not unreasonably interfere with valid recorded existing rights, if any, that exist within the Easement Area upon the effective date of the Easement. Grantors reserve for themselves all rights not expressly conferred herein, including rights of concurrent users, if any.

E. **AS IS.** Grantors make no representations or warranties with respect to the condition of the Easement Area, and are granting it AS IS, with all defects, apparent or latent.

F. **MAINTENANCE.** Grantees assume no responsibility for the construction and/or maintenance of improvements constructed in the Easement Area, nor for liability for injuries or damages attributed to the construction, maintenance, repair, and reconstruction as necessary for public access and use of this Easement. In accordance with AS 29.71.020, the mere granting of a public access easement does not obligate Grantee to maintain, improve, or provide for municipal services in the area granted, nor does it impose any liability on Grantee for the condition of the area granted.

G. **MODIFICATIONS.** Any modifications to this Easement must be in writing and signed by the parties, or by their respective heirs, successors, or assigns.

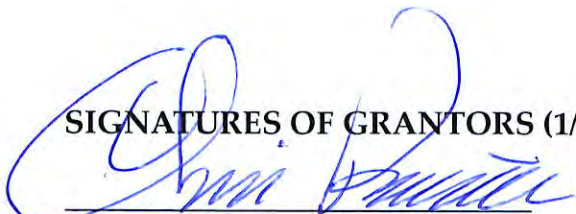
PUBLIC ACCESS EASEMENT

Page 3 of 7

H. **SEVERABILITY.** Any provision of this Easement which is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining in effect.

I. **BINDING EFFECT.** This Easement, and the rights and obligations herein, run with the land and bind and benefit the future owners of the Grantor Tract and the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Easement effective as of this ____ day of _____, ____.


SIGNATURES OF GRANTORS (1/2):
CHRIS A. RAINWATER

STATE OF ALASKA)

:SS.)

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13ⁿ day of June, 2025, before me the undersigned Notary Public in and for the State of Alaska, personally appeared CHRIS A. RAINWATER known to me to be the persons named in the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein contained.

IN WITNESS HEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.




NOTARY PUBLIC, State of Alaska
My Commission Expires: 10/4/27

SIGNATURES OF GRANTORS (2/2):

THE MICHAEL G. RAINWATER AND MARY E. RAINWATER FAMILY TRUST

Michael G. Rainwater

MICHAEL G. RAINWATER, Trustee

Mary E. Rainwater

MARY E. RAINWATER, Trustee

STATE OF OREGON)

:SS.

crook COUNTY)

THIS IS TO CERTIFY that on this 1st day of July, 2025, before me the undersigned Notary Public in and for the State of Oregon, personally appeared MICHAEL G. RAINWATER and MARY E. RAINWATER known to me to be the persons named in the foregoing instrument, and the Trustees of THE MICHAEL G. RAINWATER AND MARY E. RAINWATER FAMILY TRUST, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein contained.

IN WITNESS HEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

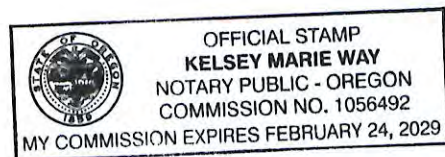
Kelsey Marie Way

NOTARY PUBLIC, State of Oregon

My Commission Expires: 2-24-2029

PUBLIC ACCESS EASEMENT

Page 6 of 7



SIGNATURE OF GRANTEE (1/1):

KENAI PENINSULA BOROUGH

PETER A. MICCICHE, Borough Mayor

STATE OF ALASKA)

:ss.

THIRD JUDICIAL DISTRICT)

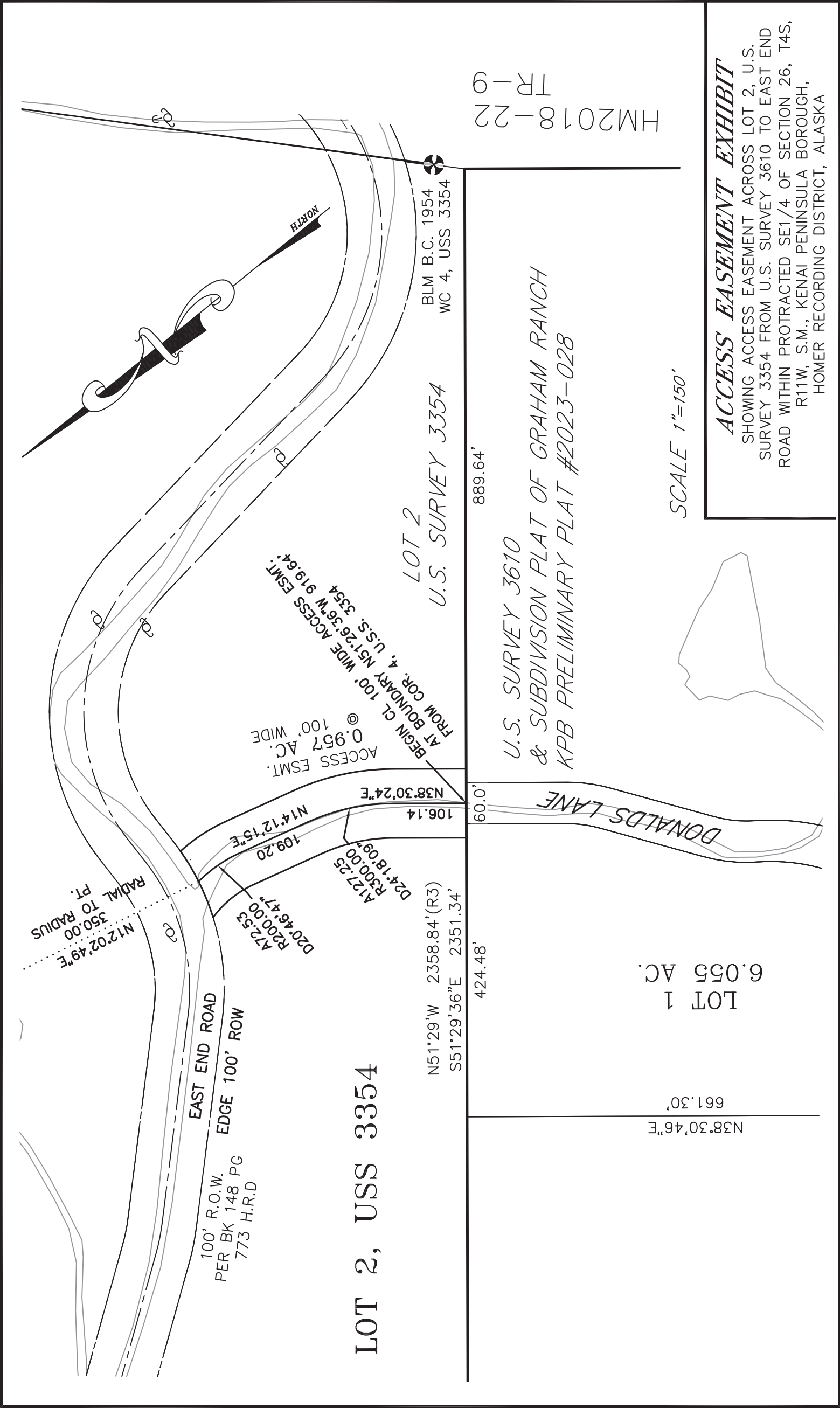
THIS IS TO CERTIFY that on this ____ day of _____, 20____, before me the undersigned Notary Public in and for the State of Alaska, personally appeared **PETER A. MICCICHE**, Mayor of the Kenai Peninsula Borough, known to me to be the person who acknowledged that he executed the foregoing instrument, on behalf of the Kenai Peninsula Borough, freely and voluntarily for the purposes therein stated.

IN WITNESS HEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

NOTARY PUBLIC, State of Alaska
My Commission Expires:_____

PUBLIC ACCESS EASEMENT

Page 7 of 7



CERTIFICATE OF OWNERSHIP

We hereby certify that we are the owners of the real property shown and described hereon, and that we hereby adopt this plan of subdivision, and by our free consent dedicate all public rights-of-way and grant all easements to the use shown.

DAL D. GRAHAM
13760 DE GARMO AVE
RANCHO CASCADES, CA 91342

CHARLES SCOTT GRAHAM
4806 SALMON CREEK DR
BUHL, ID 83316

LINDA CHRISTINE GRAHAM
P.O. BOX 15031
FRITZ CREEK, AK 99603

GABRIEL MORGAN GRAHAM
511 E GAINSBOROUGH RD
THOUSAND OAKS, CA 91360

DONNA D. GRAHAM
46103 E END RD
HOMER, AK 99603

JOHN GRAHAM
P.O. BOX 2034
KENAI, AK 99611

DECEASED
ESTATE OF ROBERT D. GRAHAM
13760 DE GARMO AVE
RANCHO CASCADES, CA 91342

NOTARY'S ACKNOWLEDGMENT

For DAL D. GRAHAM
Acknowledged before me this _____ day
of _____ 2025.

Notary public for California My Commission Expires _____

NOTARY'S ACKNOWLEDGMENT

For CHARLES SCOTT GRAHAM
Acknowledged before me this _____ day
of _____ 2025.

Notary public for Idaho My Commission Expires _____

NOTARY'S ACKNOWLEDGMENT

For LINDA CHRISTINE GRAHAM
Acknowledged before me this _____ day
of _____ 2025.

Notary public for Alaska My Commission Expires _____

NOTARY'S ACKNOWLEDGMENT

For GABRIEL MORGAN GRAHAM
Acknowledged before me this _____ day
of _____ 2024.

Notary public for California My Commission Expires _____

NOTARY'S ACKNOWLEDGMENT

For DONNA D. GRAHAM
Acknowledged before me this _____ day
of _____ 2025.

Notary public for Alaska My Commission Expires _____

NOTARY'S ACKNOWLEDGMENT

For JOHN GRAHAM
Acknowledged before me this _____ day
of _____ 2025.

Notary public for Alaska My Commission Expires _____

NOTARY'S ACKNOWLEDGMENT

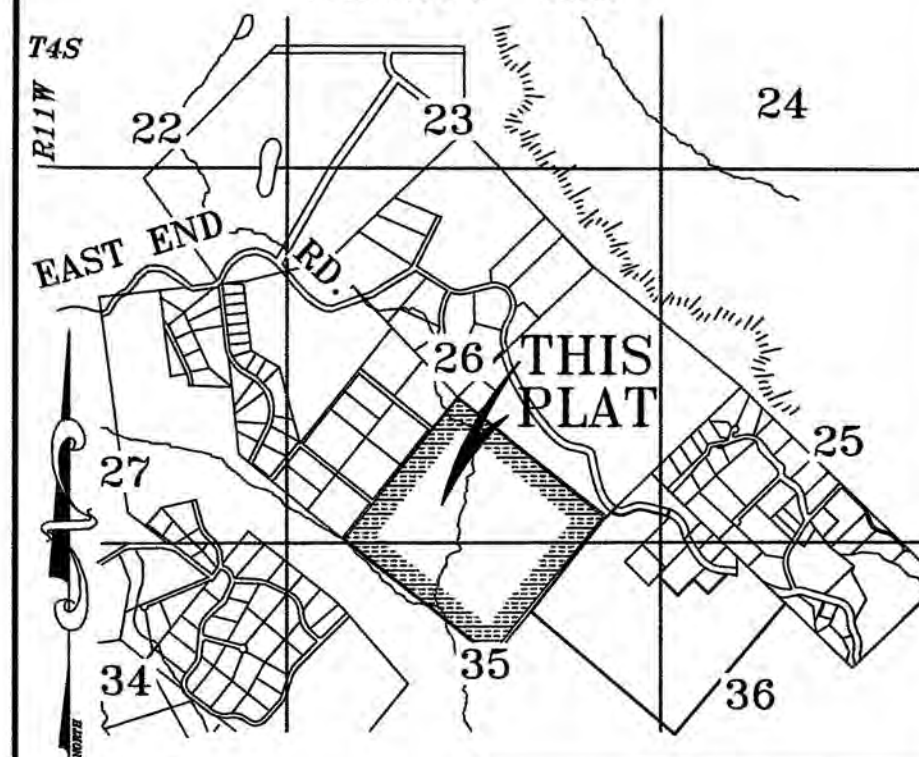
For ESTATE OF ROBERT D. GRAHAM
Acknowledged before me this _____ day
of _____ 2025.

Notary public for Alaska My Commission Expires _____

KPB FILE No. 2023-028

SHEET 2 OF 2

VICINITY MAP



SCALE 1" = 1/2 MILE

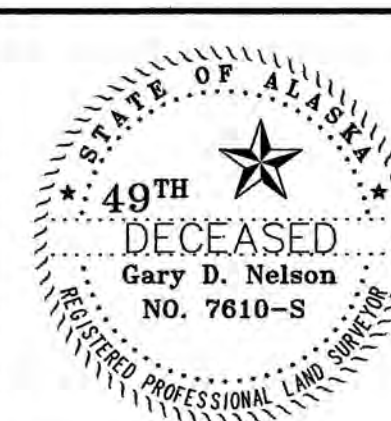
DATE 05/22/2025

SCALE 1" = 150'

DRAWING: 5306_5343

JOB No. 5306

DRAWN: BT
CHECKED: XXX

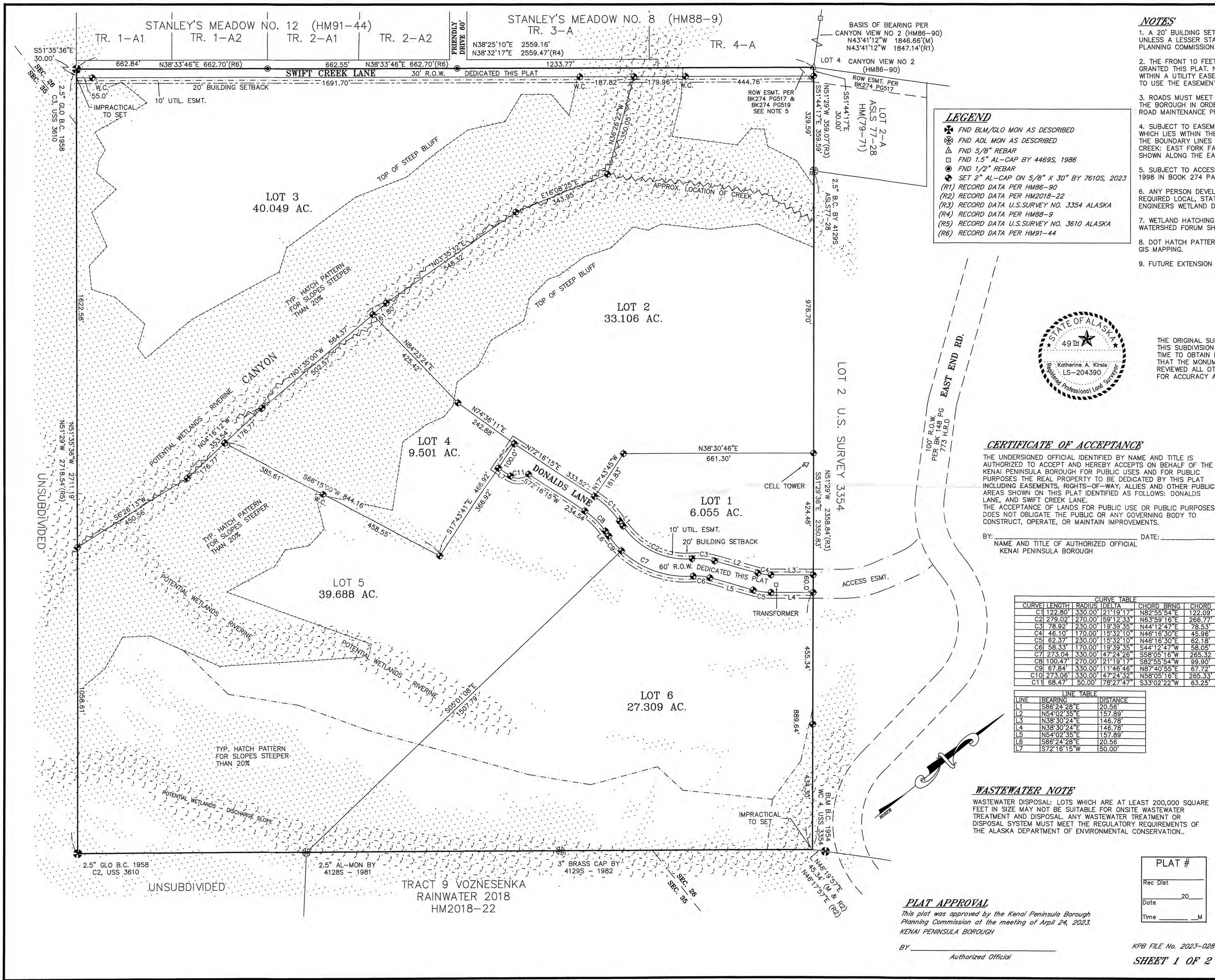


GRAHAM RANCH

A SUBDIVISION OF U.S. SURVEY 3610 WITHIN THE SW1/4
AND SE1/4 OF SECTION 26 AND THE NE1/4 AND NW1/4
OF PROTRACTED SECTION 35, T4S, R11W, S.M., KENAI
PENINSULA BOROUGH,
HOMER RECORDING DISTRICT, ALASKA
CONTAINING 159.207 ACRES

ABILITY SURVEYS

GARY D. NELSON, P.L.S.
(907)235-8440
152 DEHEL AVE., HOMER, ALASKA



NOTES

1. A 20' BUILDING SETBACK SHALL EXIST ALONG ALL DEDICATED RIGHTS OF WAY UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.
2. THE FRONT 10 FEET OF THE 20 FOOT BUILDING SETBACK IS A UTILITY EASEMENT, GRANTED THIS PLAT. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN A UTILITY EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
3. ROADS MUST MEET THE DESIGN AND CONSTRUCTION STANDARDS ESTABLISHED BY THE BOROUGH IN ORDER TO BE CONSIDERED FOR CERTIFICATION AND INCLUSION IN THE ROAD MAINTENANCE PROGRAM.
4. SUBJECT TO EASEMENT FOR WATER COURSE OVER THAT PORTION OF THE PREMISES WHICH LIES WITHIN THE LINES OF THE HEREIN NAMED CREEK AND TO ANY CHANGES IN THE BOUNDARY LINES OF SAID CREEK, AS IT NOW EXISTS, BY NATURAL CAUSES: CREEK; EAST FORK FALLS CREEK, WEST FORK FALLS CREEK AND UNNAMED CREEKS SHOWN ALONG THE EASTERLY LINE OF USS 3610.
5. SUBJECT TO ACCESS EASEMENTS FOR INGRESS AND EGRESS AS RECORDED APRIL 1, 1998 IN BOOK 274 PAGE 517, AND BOOK 274 PAGE 519, HOMER RECORDING DISTRICT.
6. ANY PERSON DEVELOPING THE PROPERTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LOCAL, STATE, AND FEDERAL PERMITS, INCLUDING A U.S. ARMY CORPS OF ENGINEERS WETLAND DETERMINATION IF APPLICABLE.
7. WETLAND HATCHING REPRESENTS POTENTIAL WETLANDS AS CLASSIFIED BY KENAI WATERSHED FORUM SHOWN ON KENAI PENINSULA BOROUGH GIS MAPPING.
8. DOT HATCH PATTERN REPRESENTS SLOPES STEEPER THAN 20% AS SHOWN ON KPB GIS MAPPING.
9. FUTURE EXTENSION OF DONALDS LANE SHALL NOT BE PROHIBITED.

LEGEND

- ✱ FND BLM/GLO MON AS DESCRIBED
- ✱ FND ADL MON AS DESCRIBED
- △ FND 5/8" REBAR
- FND 1.5" AL-CAP BY 4469S, 1986
- FND 1/2" REBAR
- ⊙ SET 2" AL-CAP ON 5/8" X 30" BY 7610S, 2023
- (R1) RECORD DATA PER HM86-90
- (R2) RECORD DATA PER HM2018-22
- (R3) RECORD DATA U.S.SURVEY NO. 3354 ALASKA
- (R4) RECORD DATA PER HM88-9
- (R5) RECORD DATA U.S.SURVEY NO. 3610 ALASKA
- (R6) RECORD DATA PER HM91-44



CERTIFICATE OF ACCEPTANCE

THE UNDERSIGNED OFFICIAL IDENTIFIED BY NAME AND TITLE IS AUTHORIZED TO ACCEPT AND HEREBY ACCEPTS ON BEHALF OF THE KENAI PENINSULA BOROUGH FOR PUBLIC USES AND FOR PUBLIC PURPOSES THE REAL PROPERTY TO BE DEDICATED BY THIS PLAT INCLUDING EASEMENTS, RIGHTS-OF-WAY, ALLIES AND OTHER PUBLIC AREAS SHOWN ON THIS PLAT IDENTIFIED AS FOLLOWS: DONALDS LANE, AND SWIFT CREEK LANE. THE ACCEPTANCE OF LANDS FOR PUBLIC USE OR PUBLIC PURPOSES DOES NOT OBLIGATE THE PUBLIC OR ANY GOVERNING BODY TO CONSTRUCT, OPERATE, OR MAINTAIN IMPROVEMENTS.

BY: _____ DATE: _____
NAME AND TITLE OF AUTHORIZED OFFICIAL
KENAI PENINSULA BOROUGH

CURVE TABLE				
CURVE LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1 122.80	330.00	21°19'17"	N82°55'54"E	122.09
C2 279.02	270.00	59°12'33"	N63°59'16"E	266.77
C3 78.92	230.00	19°39'35"	N44°12'47"E	78.53
C4 46.10	170.00	15°32'10"	N46°16'30"E	45.96
C5 62.37	230.00	15°32'10"	N46°16'30"E	62.18
C6 58.33	170.00	19°39'35"	S44°12'47"W	58.05
C7 273.04	330.00	47°24'26"	S58°05'16"W	265.32
C8 100.47	270.00	21°19'17"	S82°55'54"W	99.90
C9 67.84	330.00	11°46'46"	N87°40'55"E	67.72
C10 273.06	330.00	47°24'32"	N58°05'16"E	265.33
C11 68.47	50.00	78°27'47"	S33°02'22"W	63.25

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°24'28"E	20.56
L2	N54°02'35"E	157.89
L3	N38°30'24"E	146.78
L4	N38°30'24"E	146.78
L5	N54°02'35"E	157.89
L6	S86°24'28"E	20.56
L7	S72°16'15"W	50.00

WASTEWATER NOTE

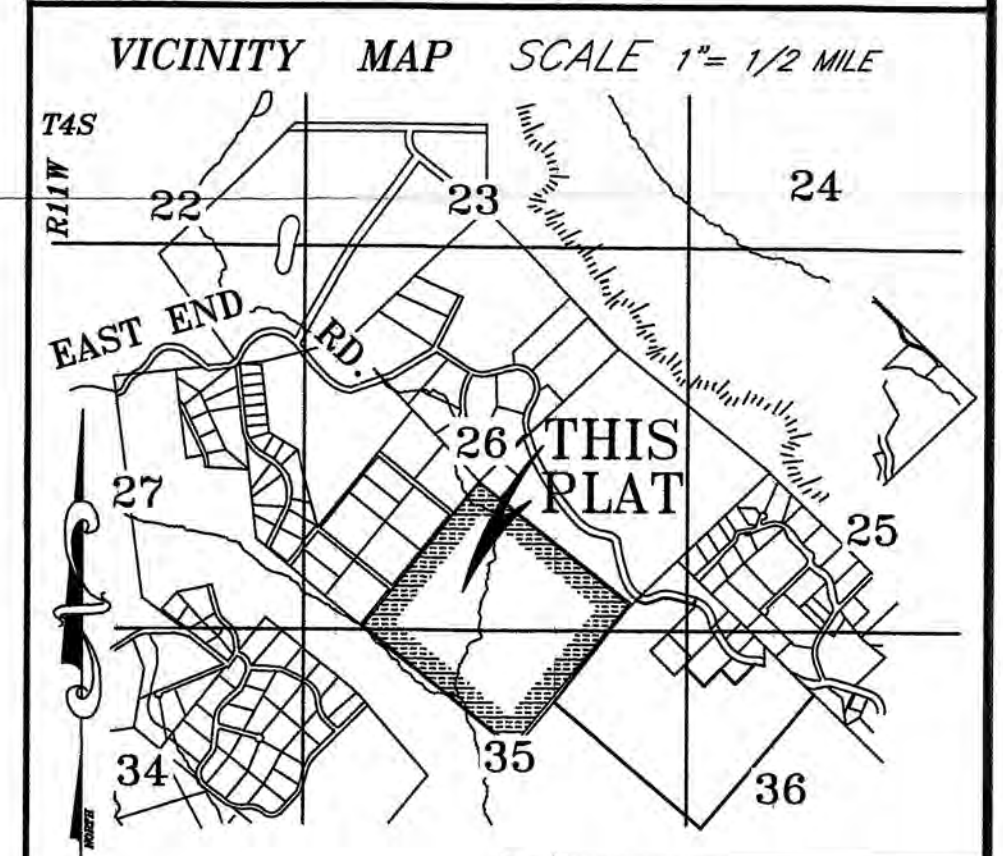
WASTEWATER DISPOSAL: LOTS WHICH ARE AT LEAST 200,000 SQUARE FEET IN SIZE MAY NOT BE SUITABLE FOR ONSITE WASTEWATER TREATMENT AND DISPOSAL. ANY WASTEWATER TREATMENT OR DISPOSAL SYSTEM MUST MEET THE REGULATORY REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of April 24, 2023. KENAI PENINSULA BOROUGH

BY _____
Authorized Official

PLAT #	
Rec Dist	20
Date	_____
Time	_____ M



DATE 05/22/2025

SCALE 1"=150'

DRAWING: 5306_5343

JOB No. 5306

DRAWN: BT CHECKED: KK



GRAHAM RANCH

A SUBDIVISION OF U.S. SURVEY 3610 WITHIN THE SW1/4 AND SE1/4 OF SECTION 26 AND THE NE1/4 AND NW1/4 OF PROTRACTED SECTION 35, T4S, R11W, S.M., KENAI PENINSULA BOROUGH, HOMER RECORDING DISTRICT, ALASKA CONTAINING 159.207 ACRES

OWNERS:

DAL D. GRAHAM 13760 DE GARMO AVE RANCHO CASCADES, CA 91342	LINDA CHRISTINE GRAHAM P.O. BOX 15031 FRITZ CREEK, AK 99603
CHARLES SCOTT GRAHAM 4806 SALMON CREEK DR BUHL, ID 83316	DONNA D. GRAHAM 46103 E END RD HOMER, AK 99603
GABRIEL MORGAN GRAHAM 511 E GAINSBOROUGH RD THOUSAND OAKS, CA 91360	JOHN GRAHAM P.O. BOX 2034 KENAI, AK 99611
	ESTATE OF ROBERT D. GRAHAM 13760 DE GARMO AVE RANCHO CASCADES, CA 91342

ABILITY SURVEYS

GARY D. NELSON, P.L.S.
(907)235-8440
152 DEHEL AVE., HOMER, ALASKA

Introduced by:
Date:
Action:
Vote:

Mayor
08/19/25

**KENAI PENINSULA BOROUGH
RESOLUTION 2025-034**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF A
PERPETUAL EASEMENT LOCATED IN KACHEMAK SELO, ALASKA,
FOR SCHOOL PURPOSES**

WHEREAS, the Kenai Peninsula Borough School District (KPBSD) currently delivers education instruction in the community of Kachemak Selo; and

WHEREAS, the Kenai Peninsula Borough (KPB) has acquired property in Kachemak Selo for school purposes as authorized under Resolution 2024-24; and

WHEREAS, as part of the development design process, it has been determined an easement is necessary to accommodate a septic system and any other uses as may be deemed necessary to accommodate school related activities; and

WHEREAS, KPB has been awarded \$10,867,503 in DEED funding for the Kachemak Selo School Project; and

WHEREAS, KPB funding Ordinance 2018-19-25 appropriated \$10,010,000 from the DEED for the Kachemak Selo School Project; and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of August 11, 2025, recommended _____;

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

SECTION 1. That the Assembly finds that purchasing the following-described perpetual Easement pursuant to KPB 17.10.040 is in the best interest of the KPB:

THE EASEMENT TO CONSIST OF AN APPROXIMATE 60 FOOT BY 206 FOOT AREA LOCATED IN THE NORTHEAST CORNER OF THE ABOVE-DESCRIBED LOT. SUBJECT EASEMENT LYING IMMEDIATELY NORTHWEST OF AND ADJACENT TO THE NORTH BOUNDARY OF LOT 36 AND CONSISTING OF APPROXIMATELY 0.30 ACRES. THE EASEMENT AREA TO BE UTILIZED FOR ANY AND ALL ACTIVITIES RELATED TO THE USE AND IMPROVEMENT OF LOT 36, INCLUDING ABOVE-GROUND WASTEWATER TREATMENT INFRASTRUCTURE. A FORMAL MAP DEPICTING THE EASEMENT AREA TO BE AGREED TO BY

BOTH PARTIES AND ATTACHED TO THE RECORDED EASEMENT AGREEMENT.

SECTION 2. That the terms and conditions substantially in the form of the purchase agreement accompanying this resolution are hereby approved. The purchase price is \$30,000, subject to the terms of the agreement, plus title and closing costs, and due diligence fees not to exceed \$5,000.

SECTION 3. That this acquisition is for the purposes of siting a septic system and any other school-related uses as may be deemed necessary.

SECTION 4. That the above-described Easement is perpetual in term.

SECTION 5. That the Mayor, or designee, is authorized to execute any and all documents necessary to purchase the easement estate described in Section 1 in accordance with the terms and conditions contained in this resolution and the accompanying purchase agreement, consistent with applicable provisions of KPB Chapter 17.10.

SECTION 6. That previously-appropriated funding, in the amount of \$35,000, is available in the Capital Project Fund account 400.71065.KSELO.48610, for the acquisition of the easement estate listed in Section 1.

SECTION 7. That this resolution is effective immediately.

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

Peter Ribbens, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:

Kenai Peninsula Borough
Planning Department – Land Management Division

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

THRU: Peter A. Micciche, Mayor *PAM*
Brandi Harbaugh, Finance Director *BH*
John Hedges, Purchasing and Contracting Director *JH*
Robert Ruffner, Planning Director *RR*
Heather Geer, Grants Administrator & Community Liaison *HG*

FROM: Aaron Hughes, Land Management Officer *AH*

DATE: August 7, 2025

RE: Resolution 2025- 034, Authorizing the Acquisition of a Perpetual Easement Located in Kachemak Selo, Alaska, for Future School Purposes (Mayor)

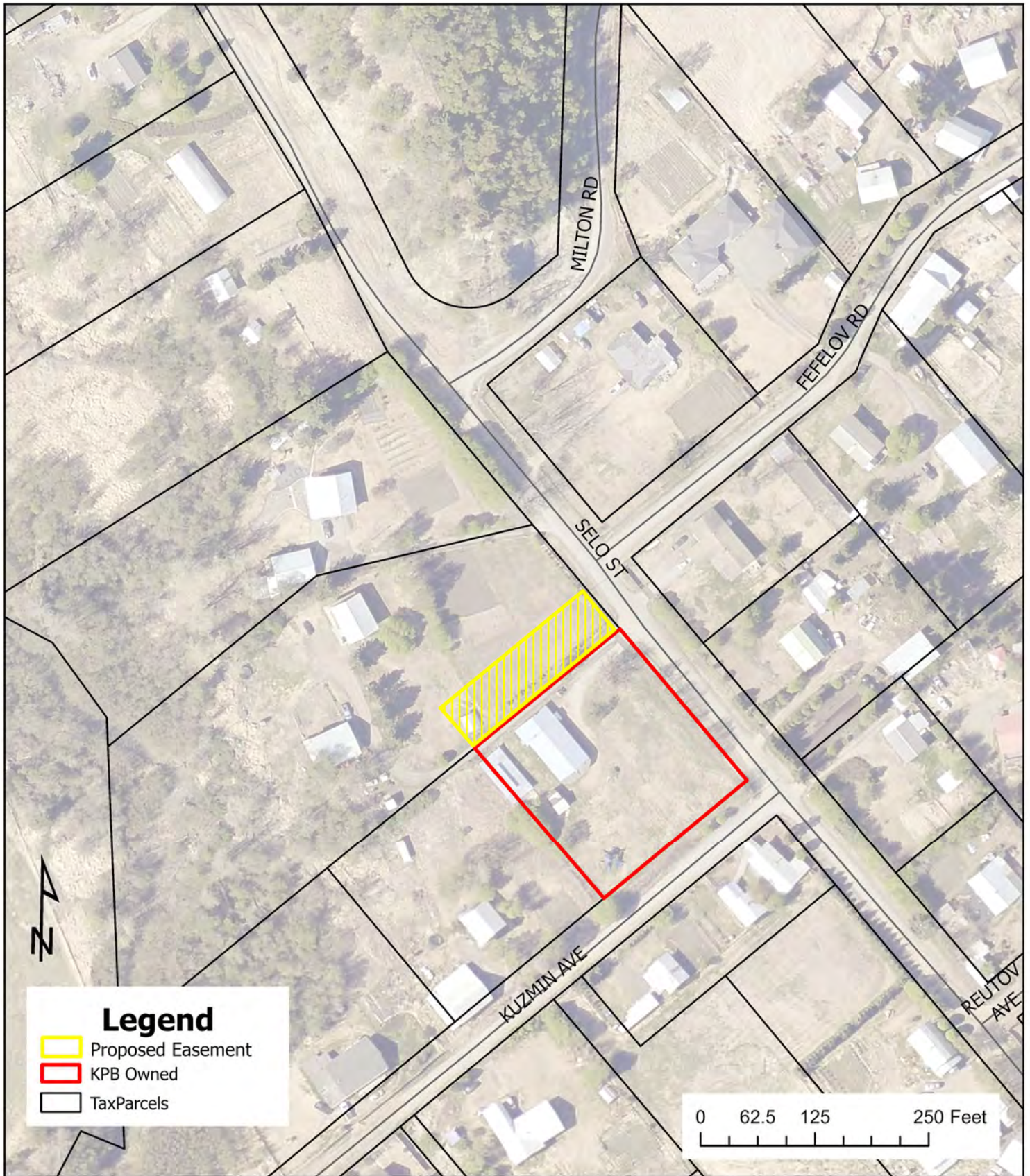
The Kenai Peninsula Borough recently acquired 1.02 acres of land in K-Selo necessary for the construction of a new school facility as authorized under Resolution 2024-24. It has been determined the use of additional adjacent land would benefit the project in order to accommodate a septic system and any other uses necessary to support school-related activities. The proposed easement acquisition consists of an area approximately .30 acres in size and lies immediately North of the recently-acquired parcel.

The Resolution authorizes the acquisition of a perpetual easement for \$30,000, plus additional funds necessary for title insurance, closing costs, and other due diligence fees not to exceed \$5,000.

Previously appropriated funding, in the amount of \$35,000.00, is available in the Capital Project Fund account 400.71065.KSELO.48610, for the acquisition of this easement estate.

Your consideration is appreciated.

FINANCE DEPARTMENT ACCOUNT / FUNDS VERIFIED	
Acct. No.	<u>400.71065.KSELO.48610</u>
Amount:	<u>\$35,000.00</u>
By: <i>CH</i>	Date: <u>8/7/2025</u>



K-Selo Easement Acquisition Approximate Location

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is made by and between Fadey V. Kuzmin and Anna Kuzmin, as sellers, whose address is PO Box 3009, Homer, Alaska 99603, (jointly, Sellers) 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, Sellers are the owners of that real property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

LOT THIRTY-NINE (39), KACHEMAK SELO, ACCORDING TO PLAT NO. 2002-43, HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
(PARCEL NO. 185-212-39) (the Property); and

WHEREAS, Sellers have agreed to sell a perpetual, non-exclusive easement located within the above-described Property located in the Kenai Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

THE EASEMENT TO CONSIST OF AN APPROXIMATE 60 FOOT BY 206 FOOT AREA LOCATED IN THE NORTHEAST CORNER OF THE ABOVE DISCRIVED LOT. SUBJECT EASEMENT LYING IMMEDIATELY NORTHWEST OF AND ADJACENT TO THE NORTH BOUNDARY OF LOT 36 AND CONSISTING OF APPROXIMATELY 0.30 ACRES. THE EASEMENT AREA TO BE UTILIZED FOR ANY AND ALL ACTIVITIES RELATED TO THE USE AND IMPROVEMENT OF LOT 36, INCLUDING ABOVE GROUND WASTEWATER TREATMENT INFRASTRUCTURE. A FORMAL MAP DEPICTING THE EASEMENT AREA TO BE AGREED TO BY BOTH PARTIES AND ATTACHED THE RECORDED EASEMENT AGREEMENT.
(the Easement); and

WHEREAS, KPB has offered to buy, and Sellers are willing to sell the above-referenced Easement 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 Easement on the terms and conditions as set forth below:

1. PURCHASE PRICE

The purchase price of the Easement is thirty thousand U.S. DOLLARS (\$30,000.00). The purchase price must be paid by KPB at time of closing. The purchase of the Easement and

Kenai Peninsula Borough, Alaska

Kuzmin / KPB – Easement Purchase Agreement

FV K + K

Page 1 of 6

appropriation of funding for the purchase are subject to approval by the KPB Assembly.

2. EXPIRATION OF OFFER

Sellers must sign and return this Agreement to KPB on or before **JULY 5, 2024, at 4:30pm;** otherwise, this offer will terminate.

3. TITLE

The easement estate must be delivered at time of closing by easement document provided by and approved by KPB, 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 Easement subject to this Agreement is situated. Title must be clear of liens and encumbrances except title is subject to reservations, easements, rights-of-way, covenants, conditions and restrictions of record as agreed to by KPB.

4. ESCROW AND CLOSING COSTS

KPB agrees to pay for all KPB-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 insuring the easement estate, seller closing and recording fees. Property taxes for the current year must be paid at 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 will be paid in full at the time of closing.

5. CLOSING

Unless otherwise agreed to in writing, closing will occur on or before **August 29, 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. The Parties will execute all documents required to complete the Agreement and, if applicable, establish an escrow account. The closing agent will be determined by the Sellers.

6. POSSESSION

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

7. KENAI PENINSULA BOROUGH ASSEMBLY APPROVAL

Purchase of the Easement 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 Easement and appropriate funds, this Agreement will terminate without penalty.

8. 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.

9. 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 the Sellers. If said written disclosures present a matter unsatisfactory to KPB, KPB may terminate this Agreement without penalty.

10. CONTINGENT ON INSPECTION

This offer and agreement are contingent upon the completion of a property inspection satisfactory to KPB for its use and at KPB's expense. Sellers must, upon reasonable notice, provide access to the Easement area for inspection purposes to KPB and its representatives. Any invasive inspection procedures require Sellers' 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.

11. HAZARDOUS MATERIAL

Sellers covenant to the best of Sellers' knowledge that, as of the date of this Agreement, except as specifically identified herein, the Easement area 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 within the Easement area. Sellers agree that no hazardous substances or wastes will be located on, nor stored on the Easement area or any adjacent property owned or leased by Sellers, owner, or contractors, nor will any such substance be owned, stored, used, or disposed of on the Easement area or any adjacent property by Sellers, their agents, employees, contractors, or invitees, prior to KPB's ownership, possession, or control of the Property.

12. ENVIRONMENTAL CONTINGENCY

If, during the course of KPB's due diligence inspection of the Easement area pursuant to Section 10, "Contingent on Inspection", 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 are 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 Easement area; 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.

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. 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.

Kenai Peninsula Borough, Alaska

Kuzmin / KPB – Easement Purchase Agreement

F U R T K

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:

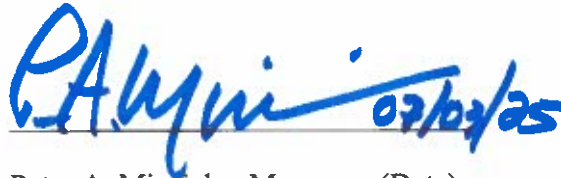
- a. Demand the delinquent Party specifically perform on all of the duties and obligations under this Agreement; or
- b. Terminate this Agreement.

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 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 thereto, 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 Easement area.
Sellers will deliver the Easement area 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:

 07/02/25

Peter A. Micciche, Mayor (Date)



7/2/2025

Fadey V. Kuzmin

(Date)



7/2/2025

Anna Kuzmin

(Date)

ATTEST:

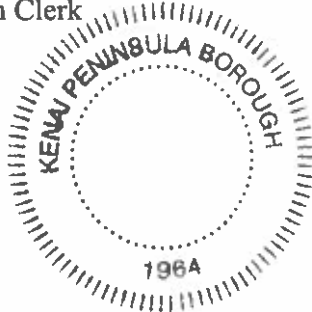
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Michele Turner, CMC
Borough Clerk



A. Walker Steinhage
Deputy Borough Attorney



Introduced by:	Mayor
Date:	01/08/19
Hearing:	01/22/19
Action:	Enacted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2018-19-25**

**AN ORDINANCE ACCEPTING AND APPROPRIATING \$10,010,000 FROM THE
STATE OF ALASKA DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT
FOR THE KACHEMAK SELO NEW K-12 SCHOOL CONSTRUCTION PROJECT**

- WHEREAS,** the borough requested funding for the Kachemak Selo New K-12 School Construction Project (“Project”) through the Alaska Department of Education & Early Development (“DEED”), School Construction Grant Fund for fiscal year 2016/2017; and
- WHEREAS,** the State of Alaska 29th Legislature passed Senate Bill 138 during the 2016 Fourth Special Session, appropriating \$10,867,503 to DEED for the Project; and
- WHEREAS,** DEED reduced the grant award to \$10,010,000 based upon student population projections; and
- WHEREAS,** the DEED grant requires a 35 percent match of \$5,390,000 through cash, in-kind or a combined contribution; and
- WHEREAS,** borough ordinance 2018-19-02 approved and appropriated the DEED grant subject to voters’ approval of the ballot proposition in ordinance 2018-21; and
- WHEREAS,** the borough proposition asking approval to issue not to exceed \$5,450,000 of general obligation bonds to pay the local required match portion failed at the regular election on October 2, 2018; and
- WHEREAS,** the DEED grant agreement must be signed prior to requesting a performance period extension of seven years, which will allow the borough time to secure the required 35 percent match; and
- WHEREAS,** assembly approval is required for the mayor to sign the DEED grant agreement and to appropriate the grant funds; and
- WHEREAS,** it is in the best interests of the borough to accept these funds and seek funds for the local match;

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


SECTION 1. That the mayor is authorized to accept the \$10,010,000 grant from the Alaska Department of Education & Early Development, School Construction Grant Fund.

SECTION 2. That the grant funds in the amount of \$10,010,000 are hereby appropriated to account no. 400.71065.KSELO.49999 – Project Account.

SECTION 3. That the mayor is authorized to execute a project grant agreement and any other documents deemed necessary to accept and expend the grant in accordance with the grant requirements, and to fulfill the intents and purposes of this ordinance.

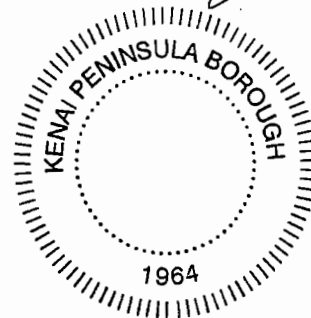
SECTION 4. This ordinance shall become effective immediately upon enactment.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 22ND DAY OF JANUARY, 2019.


Wayne H. Ogle, Assembly President

ATTEST:


John Blankenship, MMC, Borough Clerk



Yes: Bagley, Blakeley, Carpenter, Cooper, Dunne, Fischer, Hibbert, Smalley, Ogle
No: None
Absent: None

Introduced by:	Mayor
Date:	06/18/24
Action:	Enacted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2024-024**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY
LOCATED IN KACHEMAK SELO, ALASKA FOR SCHOOL PURPOSES**

WHEREAS, the Kenai Peninsula Borough School District (“KPBSD”) currently delivers education instruction in the community of Kachemak Selo in private residential structures leased by KPBSD; and

WHEREAS, the leased structures are deficient for school purposes; and

WHEREAS, the State of Alaska Department of Education and Early Development (“DEED”) mandates education by “Attendance Areas” determined by DEED; and

WHEREAS, the community of Kachemak Selo is in the DEED Kachemak Attendance Area; and

WHEREAS, unlike other communities within the Kenai Peninsula Borough (“KPB”), Kachemak Selo is not served by public roads, public docks or public airports capable of supporting public facilities; and

WHEREAS, Kachemak Selo is within one mile of the communities of Razdolna and Vosnesenka, which are served by publicly maintained roads; and

WHEREAS, Kachemak Selo is accessed privately through Razdolna and Vosnenka by way of steep trails, beginning from the end of East End Road along a narrow switchback and along the coastal beach to a crossing at Swift Creek to the isolated public road rights-of-way platted through the Kachemak Selo Subdivision; and

WHEREAS, a school site selection committee (“SSSC”) for the Kachemak Attendance Area recommended a school site location in Kachemak Selo through a memo dated May 8, 2014; and

WHEREAS, the site identified by the SSSC was deemed not viable due to poor geotechnical findings; and

WHEREAS, the subject site is the location of the residential structures that were used for school purposes but have since been decommissioned; and

WHEREAS, KPB has been awarded \$10,010,000 in DEED funding for the Kachemak Selo School Project; and

WHEREAS, KPB Funding Ordinance 2018-19-25 appropriated \$10,010,000 from DEED for the Kachemak Selo School Project; and

WHEREAS, Resolution 2023-076, which established KPB’s State Capital Project Priorities for 2024, includes the Kachemak Selo Community Center project, which recommends converting the \$10,867,503 in DEED funding to a Department of Commerce, Community and Economic Development (“DCCED”) Grant to be used for a community center to provide for the dual purposes of community needs and use as an education facility to address the academic needs of the community; and

WHEREAS, Resolution 2024-008 requested that the Alaska State Legislature transfer the grant awarded to KPB for construction of a school facility in Kachemak-Selo from DEED to DCCED in order to better address current development needs; and

WHEREAS, the acquisition of the subject property could serve a capital project as either a DEED school site or DCCED community center; and

WHEREAS, by letter dated March 5, 2024, the independent appraisal requirement under the DEED Grant Terms has been formally waived by DEED due to the lack of comparable market transactions necessary to determine an accurate appraisal value; and

WHEREAS, the KPBSD Board of Education, at its regular meeting of June 3, 2024, recommended approval of this resolution; and

WHEREAS, the Kenai Peninsula Borough Planning Commission, at its regular meeting of June 10, 2024, recommended approval by unanimous consent.

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

SECTION 1. That the Assembly finds that purchasing the following-described real property pursuant to KPB 17.10.040 is in the best interest of KPB:

LOT THIRTY-SIX (36), KACHEMAK SELO, ACCORDING TO PLAT NO. 2002-43, HOMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA (PARCEL NO. 185-212-36)

SECTION 2. That the terms and conditions substantially in the form of the purchase agreement accompanying this Resolution are hereby approved.

SECTION 3. That the purchase price is \$150,000, subject to the terms of the purchase agreement, plus title and closing costs, and due diligence fees not to exceed \$10,000.

SECTION 4. That this acquisition is for the purposes of siting a school or community center that can be used for academic instruction by KPBSD.

SECTION 5. That the above-described land is classified under KPB 17.10.080 as “Institutional”.

SECTION 6. That the Mayor is authorized to execute any and all documents necessary to purchase the real property described in Section 1 in accordance with the terms and conditions contained in this Resolution.

SECTION 7. That previously appropriated funds, not to exceed \$160,000, are available in the Capital Project Fund account 400.71065.KSELO.48610, for the acquisition of the real property listed in Section 1.

SECTION 8. That this Resolution is effective immediately.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 18TH DAY OF JUNE, 2024.

Brent Johnson

Brent Johnson, Assembly President

ATTEST:

Michele Turner

Michele Turner, CMC, Borough Clerk



Yes: Cooper, Cox, Ecklund, Elam, Hibbert, Ribbens, Tunseth, Tupper, Johnson
No: None
Absent: None

Introduced by:	Mayor
Date:	08/19/25
Hearing:	09/02/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-08**

**AN ORDINANCE AMENDING ORDINANCE 2024-19-36, RELATING TO
COMMERCIAL PASSENGER VESSEL TAX PROCEEDS RECEIVED
FROM THE STATE OF ALASKA TO THE CITIES OF SEWARD AND
HOMER, TO PROVIDE A REVISED EFFECTIVE DATE**

WHEREAS, Ordinance 2024-19-36, appropriating and allocating commercial passenger vessel tax proceeds received from the State of Alaska to the city of Seward and the city of Homer for \$532,595, was effective immediately upon its enactment on May 20, 2025; and

WHEREAS, the Commercial Passenger Vessel (CPV) excise tax collections are derived from taxes imposed on cruise ship passengers; and

WHEREAS, the City of Seward and City of Homer are both eligible ports of call for receiving CPV funds; and

WHEREAS, the City of Seward notified the KPB that it incurred eligible costs for CPV funds use as of May 1, 2025 and requests the effective date provided for in Ordinance 2024-19-36 be amended to provide a May 1, 2025 effective date;

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 Section 6 of Ordinance 2024-19-36 is hereby amended to read as follows:

"That this ordinance shall be effective retroactively on May 1, 2025."

SECTION 3. That the Mayor is authorized to execute grant agreements, amendments, and any other documents deemed necessary to fulfill the intent and purpose of this ordinance.

SECTION 4. That all other enacted sections and provisions of Ordinance 2024-19-36 remain intact and unchanged.

SECTION 5. 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
Grants Administration & Community Liaison

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

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

FROM: Heather Geer, Grants Administrator & Community Liaison *HG*

DATE: August 7, 2025

RE: Ordinance 2025-19-08, Amending Ordinance 2024-19-36, Relating to Commercial Passenger Vessel Tax Proceeds Received from the State of Alaska to the Cities of Seward and Homer, to Provide a Revised Effective Date (Mayor)

Ordinance 2024-19-36 appropriated and allocated commercial passenger vessel tax proceeds received from the State of Alaska to the city of Seward and the city of Homer for Calendar Year (CY)2024 and was effective immediately upon its enactment on May 20, 2025. The City of Seward notified KPB that eligible costs for seasonal shuttle services were incurred for the Commercial Passenger Vessel (CPV) excise tax use as of May 1, 2025 and requests that the effective date provided in Ordinance 2024-19-36 be amended to a May 1, 2025 effective date.

On May 22, 2023, the City of Seward adopted Resolution 2023-066 authorizing a contract for the operation of seasonal shuttle transportation services for the 2024, 2025 and 2026 seasons which is solely funded by CPV receipts. The expenditure complies with AS 43.52.230(b) and AS 43.52.230(d) as a service provided to commercial passenger vessels and the passengers aboard those vessels. The shuttle service begins seasonal operation on May 1st and provides transportation services within Seward City Limits for cruise passengers in the Seward Port.

KPB’s process for administering CPV funds to recipients was modified to occur on a quarterly reimbursement reporting basis to commence with the CY2024 CPV grant agreement. With the current effective date of May 20th, the KPB Ordinance 2024-19-36 does not authorize KPB to reimburse the City of Seward for the expense of the shuttle services provided May 1st-through May 20th.

Your consideration is appreciated.

FINANCE DEPARTMENT FUNDS/ACCOUNT VERIFIED	
Account:	<u>271.25CPV.34225 / 271.94910.25CPV.49999</u>
Amount:	\$ 532,595.00
By: <i>CH</i>	Date: <u>8/6/2025</u>

Introduced by:	Mayor
Date:	05/06/25
Hearing:	05/20/25
Action:	Enacted
Vote:	8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
ORDINANCE 2024-19-36**

**AN ORDINANCE APPROPRIATING AND ALLOCATING
COMMERCIAL PASSENGER VESSEL TAX PROCEEDS RECEIVED
FROM THE STATE OF ALASKA TO THE CITY OF SEWARD AND TO
THE CITY OF HOMER**

WHEREAS, in the August 22, 2006 statewide election, the voters approved the initiative in Ballot Measure 2, enacting AS 43.52.200 – 43.52.295, which imposed a tax on travel aboard certain cruise ships travelling in Alaska waters; and

WHEREAS, the Alaska legislature has authorized the sharing of Commercial Passenger Vessel (“CPV”) excise tax collections with eligible ports of call in Alaska; and

WHEREAS, CPV excise tax collections are derived from taxes imposed on cruise ship passengers; and

WHEREAS, the City of Seward is an eligible port of call for receiving CPV funds; and

WHEREAS, the City of Homer is an eligible port of call for receiving CPV funds; and

WHEREAS, the 2024 CPV allocations to the City of Seward and City of Homer must be used for port improvement projects;

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

SECTION 1. This is a non-code ordinance.

SECTION 2. That the Mayor is authorized to execute grant agreements and any other documents deemed necessary to expend the funds and to fulfill the intents and purposes of this ordinance.

SECTION 3. That \$532,595.00 received from the State of Alaska for the commercial passenger vessel excise tax collection program be appropriated from the miscellaneous grant fund balance to account 271.94910.25CPV.43011, contract services, for payment to the City of Seward in the amount of \$527,982.50 and for payment to the City of Homer in the amount of \$4,612.50 to be used for port facilities, harbor infrastructure and other services provided to the commercial passenger vessels and their passengers.

SECTION 4. That appropriations made in this ordinance are of a project length nature and as such do not lapse at the end of any particular fiscal year.

SECTION 5. 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.

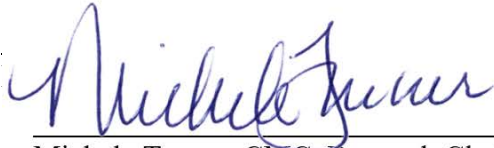
SECTION 6. This ordinance shall be effective immediately.

ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 20TH DAY OF MAY, 2025.

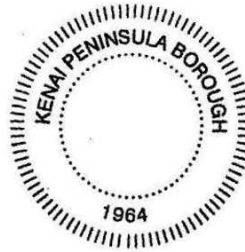


Peter Ribbens, Assembly President

ATTEST:



Michele Turner, CMC, Borough Clerk



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

No: None

Absent: Baisden

Introduced by:	Cooper
Date:	08/19/25
Hearing:	09/02/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-19-09**

**AN ORDINANCE APPROVING THE USE OF FUNDS FOR THE COSTS
OF DISTRIBUTING INFORMATIONAL AND PROMOTIONAL
MATERIALS ABOUT BALLOT PROPOSITION NO. 1 SEEKING VOTER
APPROVAL TO REQUIRE HAND COUNTING OF IN PERSON BALLOTS
VOTED ON ELECTION DAY**

WHEREAS, AS 15.13.145 and KPB 4.10.100, as amended, prohibits municipalities from influencing the outcome of an election concerning a ballot proposition unless funds have been specifically appropriated for that purpose by municipal ordinance; and

WHEREAS, since it possible to view the distribution of informational as something that influences the outcome of an election concerning a ballot proposition, this ordinance specifically appropriates funds for the purpose of distributing informational materials regarding Proposition 1 and such materials may be considered to promote or influence the outcome of the vote on Proposition 1; and

WHEREAS, accurate, efficient, and secure ballot counting methods are essential to public confidence in the integrity of borough elections; and

WHEREAS, public outreach and voter education are necessary to inform voters of how tabulating equipment functions, its safeguards, and its proven accuracy through audits and testing; and

WHEREAS, a well-informed electorate will be better equipped to participate in decisions regarding election processes, including propositions affecting ballot counting methods; and

WHEREAS, it essential to provide factual, nonpartisan information on the efficiencies, cost-effectiveness, and accuracy of ballot tabulators and local elections;

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 hereby appropriates \$_____ from the General Fund fund balance to account 100.11110.26PR1.49999 and approves the use of the funds for an informational and promotional campaign, which may be used to influence the outcome of the election on October 7, 2025, on ballot Proposition 1 concerning hand counting ballots.

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

SECTION 4. This ordinance shall be effective 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:

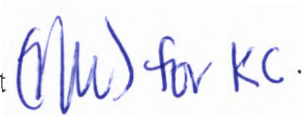
No:

Absent:

Kenai Peninsula Borough Assembly

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

FROM: Kelly Cooper, Assembly Vice-President  for KC.

DATE: August 7, 2025

RE: Ordinance 2025-19-09____, Approving the Use of Funds for the Costs of Distributing Informational and Promotional Information About Ballot Proposition No. 1 Seeking Voter Approval to Require Hand Counting of Ballots Voted on Election Day (Mayor)

Given the changes this proposition will have on the clerk's office as well as the very real challenge recruiting enough election workers, potential for errors and increased costs in administering the election, an informational campaign is necessary.

We have a difficult time filling slots for all our precincts now and the ballot prop may require double the election workers. The proposition requires all votes to be counted on the same day and given the long hours, I have concerns about counting errors and loss of election workers for future elections. The borough elections do currently audit multiple precincts by hand counting ballots in those precincts to compare to the machine tabulations and find them to be accurate.

Your consideration is appreciated.

Scope of Work for Distributing Informational and Promotional Materials about Ballot Proposition No. 1

Objective:

The objective of this ad campaign is to inform the Kenai Peninsula Borough (KPB) voters of our current election processes that uses electronic tabulating equipment for counting ballots. The campaign will focus on highlighting the benefits of maintaining tabulators, the efficiency they bring to the election process, and the potential risks of hand-counting ballots. This will be done in direct response to the proposed Citizen Initiative Ordinance 2024-01, which seeks to mandate hand-counting of all in-person ballots on election day.

This scope of work is to engage and educate voters in the borough, ensuring they are well-informed about the importance of maintaining tabulating equipment for a more efficient, secure, and fair election process.

Goals:

- **Inform Voters:** Educate voters on the advantages of using electronic tabulators, focusing on speed, accuracy, and transparency in the election process.
-

Timeline: Begin as soon as possible through election day October 7, 2025.

Key Messages:

- **Efficiency:** Electronic tabulators ensure that ballots are counted quickly and accurately, minimizing the risk of delays and human error. Hand counting is significantly slower than machine tabulation. This results in delayed results, higher staffing costs and extended processing times.
- **Security and Transparency:** Electronic tabulators are equipped with robust security protocols and are tested to ensure the integrity of the election process.

In 2021, the Borough Assembly adopted a new chapter of code KPB 4.60 Election Security and Integrity, to ensure borough elections are accessible, reliable and secure. This includes random hand counts of at least three precincts to confirm the counts are tabulating correctly.

- **Cost-Effectiveness:** Maintaining tabulators is more cost-effective than relying on manual labor for hand-counting, ensuring that resources are used wisely. More election workers

(hand counting teams) will need to be hired to conduct hand-counting after the polls close at 8:00 pm.

- **Human Error Prevention:** Hand-counting increases the potential for mistakes, while tabulators are programmed to minimize human error, enhancing the accuracy of results. Repetitive tasks like counting ballots manually lead to fatigue, loss of focus and mistakes such as misreading markings, double counts or misrecording tallies.

In studies and real cases¹, error rates in hand counts can be alarmingly high. For example, an attempt in Nevada saw up to 25% error in hand-counted ballots. Machine Counts typically have error rates below 1%.

It is reported² that hand counts strain administrative resources, lead to burnout among election workers, and can discourage volunteers from participating in future elections

- **Fairness:** Automated counting is consistent and impartial, avoiding potential bias or confusion during the manual counting process. Hand counts can undermine trust in the process if results are inconsistent or challenge the administrative capacity of election officials.

Campaign Components:

- **Digital Ads:**
 - **Platforms:** Social media platforms (Facebook), local news websites, and the KPB official website.
 - **Format:** Engaging images, infographics, and possible short video clips explaining the benefits of tabulators.
 - **Messaging:** Clear, concise, and focused on the efficiency, security, and reliability of tabulating equipment.
- **Print Ads:**
 - **Platforms:** Local newspapers distributed within the borough.
 - **Content:** Informational flyers, newspaper ads, and posters placed in strategic public locations, emphasizing the benefits of maintaining tabulators.
 - **Design:** Professional, clear, and direct, with bold headlines and visual cues about the efficiency and security of electronic tabulators.

¹ Time, October 9, 2024 “Why hand counting ballots could create an election disaster”

² The Guardian, April 7, 2024 and El Dorado County, “The Reality of Full Hand Counts”

Introduced by:	Mayor
Date:	08/19/25
Hearing:	09/16/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-18**

**AN ORDINANCE AMENDING BOROUGH CODE, KP.B 14.06.240 AND
KP.B 14.06.250 REGARDING DECERTIFICATION**

WHEREAS, there are roads throughout the Kenai Peninsula Borough that are maintained by KP.B that do not meet the current KP.B road maintenance standards in KP.B Chapter 14.06; and

WHEREAS, many of those roads are excessively expensive for KP.B to maintain, some are outside of dedicated rights of way or for which KP.B does not have valid right-of-way; and

WHEREAS, the Road Service Area and Assembly recognize the importance of safety and valid right-of-way for KP.B-maintained roads; and

WHEREAS, loosening the requirements for decertification and allowing the RSA board to make the final determination on all proposed decertifications will save KP.B time and potentially avoid excessive cost; and

WHEREAS, at its regularly-scheduled meeting held on August 12, 2025, the Kenai Peninsula Borough Road Service Area Board recommended _____;

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

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

SECTION 2. That KP.B 14.06.240 is hereby amended as follows:

14.06.240. - Road decertification.

- A. *Authority.* Roads may be decertified for maintenance by the Borough as provided in this section.
- B. *Procedure.* Any road decertification must comply with the following procedures:
 - 1. *Staff recommendation.* The RSA director or designee [SHALL] must make a written recommendation to the RSA board with findings based on the standards set forth in KP.B 14.06.240(C), (D), and (E). In support of the

recommendation, the RSA director or designee must submit a report including:

- a. Description of efforts to bring the road to RSA standards under KPB 14.06 and explanation of why it is not feasible or in the best interests of the borough to do so.
 - b. Narrative of considerations given to alternatives to decertification including but not limited to:
 - i. Description of necessary construction upgrades needed to avoid decertification, and any other feasible alternatives evaluated by the RSA director or designee including estimated costs.
 - ii. Feasibility of forming a special assessment district pursuant to KPB Chapter 14.31, if applicable.
 - iii. Cooperative efforts between the Borough and property owners to upgrade roads to the extent allowed by law where property owners contribute material, equipment, professional services, and right-of-way for the project.
 - c. Information regarding any relevant communication with affected property owners, including but not limited to in-person, telephone, electronic and written contact. If the road proposed for decertification provides the sole vehicular access to more than five parcels, which each contains a residential dwelling, the borough must send notice of proposed decertification by certified mail to the affected property owner(s). If the road is eligible for the RIAD process and the property owner(s) agree and so request, the borough will provide the property owner(s) information to begin the RIAD process. If the RIAD process is not initiated within six months from the date of certified receipt of the notice, then the borough may initiate the decertification process as set forth in this chapter. Any written comments from residents regarding the proposed decertification submitted before the RSA packet deadline must be included with the report.
 - d. Any other relevant information that the RSA director or designee has obtained and which may assist the RSA board's consideration of the proposed decertification.
2. *Notice and hearing.* A public hearing will be held before the RSA board regarding decertification. Notice of the hearing will be published in accordance with KPB 1.08.180. A notice of the decertification hearing [SHALL] may also be posted for a four-week period prior to the date of the first hearing at the beginning and ending points of the road proposed for decertification if, at the determination of the RSA director or designee, the beginning and ending points of the road proposed for decertification are both accessible and safe.
- a. Both posted and written notices shall invite public comment, state the name and phone number of a contact person regarding decertification information, state the date, place, and time of the public hearing, and a deadline for the submittal of written comments.

- b. The deadline for submission written objections shall be 4 PM on the Monday of the week immediately preceding the week of the RSA meeting.
3. *Board action.*
 - [A.]If the RSA board finds that the proposed road meets the decertification standards set forth in KPB 14.06.240(C)[,] or (D), it must by resolution decertify the road. [AND (E), AND THERE HAS BEEN NO WRITTEN OBJECTION TO THE DECERTIFICATION,]If the RSA board finds that the proposed road meets the decertification standards set forth in KPB 14.06.240(E), it may by resolution decertify the road.
 - [B. IF TIMELY WRITTEN OBJECTIONS ARE RECEIVED BY THE RSA BOARD, DECERTIFICATION REQUIRES ASSEMBLY ACTION. IF THE RSA BOARD FINDS THAT THERE IS NO VIABLE OPTION PRESENTED TO BRING THE ROAD TO BOROUGH STANDARDS OR OTHERWISE FINDS THAT THERE IS NO SAFE ALTERNATIVE TO DECERTIFICATION, THE RSA BOARD, BY RESOLUTION, SHALL RECOMMEND TO THE ASSEMBLY DECERTIFICATION OF THE ROAD.]
4. *Decertification withdrawal.* If the road has been brought to borough standards or the RSA director identifies a viable plan for bringing the road to borough standards or to an appropriate level of safety prior to the RSA board [OR ASSEMBLY] hearing regarding decertification, the RSA director may withdraw the proposed decertification recommendation from RSA board [OR ASSEMBLY] consideration. Notice of a withdrawal under these circumstances must be reported to the RSA board at the subsequent RSA meeting.
- [5. *ASSEMBLY—HEARING REQUIRED.* A PUBLIC HEARING WILL BE HELD BEFORE THE ASSEMBLY REGARDING A DECERTIFICATION RECOMMENDED BY THE RSA BOARD THAT IS SUBJECT TO OBJECTIONS AS SET FORTH IN KPB 14.06.240(B)(3)(B), IN CONJUNCTION WITH CONSIDERATION OF A DECERTIFICATION RESOLUTION. NOTICE OF THE PUBLIC HEARING WILL BE PUBLISHED IN ACCORDANCE WITH KPB 1.12.040.]
- [6. *ASSEMBLY ACTION.* IF THE ASSEMBLY FINDS THAT THE ROAD IS ELIGIBLE FOR DECERTIFICATION BASED ON CONSIDERATION OF THE STANDARDS ESTABLISHED BY KPB 14.06.240(C), (D) AND (E), THE ASSEMBLY SHALL DECERTIFY THE ROAD. IF THE DECERTIFICATION RESOLUTION IS ADOPTED BY THE ASSEMBLY BETWEEN SEPTEMBER 15 AND MAY 15, THE DECERTIFICATION SHALL NOT BE EFFECTIVE BEFORE MAY 16, UNLESS THE ROAD HAS NOT RECEIVED MAINTENANCE WITHIN FIVE YEARS PRIOR TO ASSEMBLY DECERTIFICATION.]
- [7]5. *Signage.* Decertification shall not be effective until signage has been placed regarding discontinued maintenance, if the road has received maintenance within five years prior to the assembly resolution.
- C. *Safety standards.* Safety [SHALL BE A] is a primary consideration regarding a proposed decertification. The RSA board will review whether maintenance can provide adequate grade, width for travel, room for snow removal, adequate sight distances and clear zone, and prevent accumulation of water and snow in the traveled right-of-way. If the RSA board determines the road cannot be maintained [THE POTENTIAL FOR ACCIDENTS BECAUSE OF INABILITY TO

MAINTAIN THE ROAD] to a safe standard on a regular basis, then the RSA board must decertify the road. [SHALL BE CONSIDERED IN A DECERTIFICATION DETERMINATION.]

- D. *[DWELLING STANDARDS.* NO BOROUGH ROAD SHALL BE DECERTIFIED WHICH PROVIDES THE ONLY VEHICULAR ACCESS TO DWELLINGS. DWELLINGS ARE STRUCTURES CURRENTLY HABITABLE BY HUMAN BEINGS, EITHER FOR RESIDENTIAL OR RECREATIONAL PURPOSES.] Right-of-way. If the borough does not have valid right-of-way or a road is outside of a dedicated right-of-way, and the abutting property owners are unwilling to freely grant valid right-of-way to the borough within ninety (90) days from the notice of decertification, the RSA board must decertify the road. Any portion of a road that has been maintained outside of dedicated right-of-way must be decertified for maintenance by resolution of the RSA board where the travel surface has been moved into the right-of-way and the new travel surface is certified for maintenance by the Borough.
- E. *Additional standards.* The following standards support, but each alone does not require, decertification:
1. *Road condition.* Whether the types of road material, soils, terrain, road surface, and width of right-of-way do not meet borough road standards. [SHALL BE CONSIDERED IN A DECERTIFICATION DETERMINATION.]
 2. *Drainage problems.* Whether a road has inadequate ditching, culverts, and drainage causing water to accumulate on the road surface or which undermines the road bed. [SHALL BE CONSIDERED IN A DECERTIFICATION DETERMINATION.]
 3. *Access.* [WHETHER ROADS ARE OUTSIDE A DEDICATED RIGHT-OF-WAY AND] W[w]hether substandard roads on the maintenance system are accessed by a state- or borough-maintained road. [SHALL BE CONSIDERED IN A DECERTIFICATION DETERMINATION.]
 4. *Snow storage.* Whether snow easements or places to store snow are inadequate to maintain sufficient travel width and vision. [SHALL BE CONSIDERED IN A DECERTIFICATION DETERMINATION.]
 5. *Funding.* Excessive cost of maintaining a particular substandard road. [SHALL BE CONSIDERED IN A DECERTIFICATION DETERMINATION.] For the purposes of this subsection, “excessive cost” means the per-foot maintenance cost is more than twice the per-foot maintenance cost for a similar road build in accordance with borough standards.
 6. *Prior maintenance.* Whether the borough road has ever received either summer or winter maintenance. [SHALL BE CONSIDERED IN A DECERTIFICATION DETERMINATION.]
 7. *Residential dwellings.* Whether the road considered for decertification provides the sole vehicular access to more than five parcels, which each contains a residential dwelling.
- F. *Vacations.* [NOTWITHSTANDING KPB 14.06.240(B),] [A]A right of way that is vacated through the process set forth in KPB 20.[70]65 [SHALL] must be decertified for maintenance by resolution of the RSA board.
- [G. *ALTERNATE ROUTE.* NOTWITHSTANDING KPB 14.06.240(B), ANY PORTION OF A ROAD THAT HAS BEEN MAINTAINED OUTSIDE OF DEDICATED RIGHT-OF-WAY MAY

BE DECERTIFIED FOR MAINTENANCE BY RESOLUTION OF THE RSA BOARD WHERE THE TRAVEL SURFACE HAS BEEN MOVED INTO THE RIGHT-OF-WAY AND THE NEW TRAVEL SURFACE IS CERTIFIED FOR MAINTENANCE BY THE BOROUGH.]

[H.] G. Decertification of private land subject to maintenance. NOTWITHSTANDING KPB 14.06.240(B), [A] Any portion of a private drive or road that has been maintained by the borough may be decertified upon reasonable notice to the property owner.

1. The RSA board may, by resolution, decertify a private drive or road from further maintenance.
2. The RSA director or designee shall inform the property owner, in writing, of the intent to cease maintenance of the private drive or road via decertification at least 30 days before the date of the RSA meeting at which the matter of decertification will be considered.

SECTION 3. That KPB 14.06.250 is hereby amended as follows:

14.06.250. - Road construction standards—Definitions.

For purposes of this chapter, the following definitions apply:

....

[“HABITABLE” MEANS ADEQUATE PERMANENT SHELTER FROM THE ELEMENTS SUCH AS RAIN, WIND, SNOW, AND SUN, THE CONDITION OF WHICH MUST BE FREE OF SERIOUS DEFECTS THAT MIGHT HARM HEALTH AND SAFETY.]

....

“Residential dwelling” means a building or part of a structure used as a primary residence.

“Road” means road development within a dedicated borough right-of-way outside of the cities.

“Road construction standards” or “road standards” means the minimal standards set forth in this chapter for the purposes of certification for RSA road maintenance.

“Subcollector road” means a local road which also provides through traffic service between local roads and collector, arterial, or major highway roads.

“Type IV material” is material[s] that is compactable and consists[ING] of earth, sand, rock, or combinations thereof containing no muck, peat, frozen material, roots, sod, or other deleterious matter [AND IS COMPACTABLE].

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 takes effect 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

Road Service Area

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

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

FROM: Dil Uhlin, RSA Director *DU*

DATE: August 7, 2025

RE: Ordinance 2025-18 __, Amending Borough Code, KPB 14.06.240 and KPB 14.06.250 Regarding Decertification (Mayor)

KPB Chapter 14.06 provides the standards that must be met before a road is certified for KPB maintenance. The KPB RSA board, director, and staff administer KPB Chapter 14.06, and authority for certification of a road for maintenance is vested with the KPB RSA board. There are roads throughout the Kenai Peninsula Borough that are maintained by KPB but do not meet the 14.06's standards because those roads were brought onto the RSA's maintenance list prior to the enactment of road maintenance standards code. Many of those roads are expensive for KPB to maintain, largely because they do not meet standards. Moreover, some of those roads are outside of a dedicated right-of-way or for which KPB does not have valid right-of-way.

KPB 14.06.240 sets forth the process for decertifying roads for maintenance. Presently, a road may not be decertified if it provides the only vehicular access to dwellings, which are broadly defined as "structures currently habitable by human beings, either for residential or recreational purposes." Additionally, current code requires Assembly action if any comment opposing the proposed decertification is presented to the RSA board prior to its hearing on decertification.

The ordinance amends KPB 14.06.240 to recognize the importance of safety and valid right-of-way. The ordinance allows the RSA board to make the final determination on all proposed decertifications, regardless of any opposition received. The ordinance refines the service of dwelling standard to consideration of whether the road provides the sole vehicular access to more than five parcels, which each contains a residential dwelling. Last, the ordinance defines "excessive cost" in 14.06.240, and amends 14.06.250 to define "residential dwelling", "road", and to clarify the definition of "Type IV material".

Your consideration is appreciated.

Introduced by:	Mayor
Date:	08/19/25
Hearing:	09/16/25
Action:	
Vote:	

**KENAI PENINSULA BOROUGH
ORDINANCE 2025-20**

**AN ORDINANCE AMENDING KPB 21.18.025 TO ADDRESS ADOPTIONS
AND DELETIONS OF ANADROMOUS WATERS WITHIN THE WEST
DISTRICT OF THE KPB 21.18 APPENDIX**

WHEREAS, the Kenai Peninsula Borough (KPB) is home to vital watersheds that our salmon require to spawn, rear, and grow in; and

WHEREAS, maintaining watershed connectivity via riparian habitat buffers along anadromous waterbodies is one crucial tool that has proven to aid in sustaining the Kenai Peninsula's salmon populations; and

WHEREAS, Goal 2, Objective D, Strategy 2 of the 2019 KPB Comprehensive Plan calls for the identification and protection of critical natural systems of the Kenai Peninsula Borough, its rivers, watersheds, floodplains, and fish and wildlife habitats and resources, specifically through KPB 21.18; and

WHEREAS, the Alaska Department of Fish and Game (ADF&G) maintains the "Atlas and Catalog of Waters Important for the Spawning, Rearing, or Migration of Anadromous Fish" (Catalog), and KPB 21.18.030(D) requires that ADF&G's additions and deletions to the Catalog be reviewed every three years and any changes be presented to the Assembly as proposed amendments to KPB 21.18; and

WHEREAS, the Planning Commission at its regularly scheduled meeting of August 25, 2025, recommended _____;

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 21.18.025 is hereby amended as follows:

21.18.025. Application.

- A. The following anadromous waters, as identified in the "Atlas and Catalog of Waters Important for Spawning, Rearing, or Migration of Anadromous Fish" published by the Alaska Department of Fish and Game (ADF&G) and

listed in the KPB 21.18 Appendix adopted by the assembly and incorporated herein by reference, are subject to this chapter:

1. West District anadromous waters made subject to this Chapter beginning January 1, 2014.
 - a. Including additional substantiated waterbodies identified in the KPB 21.18 Appendix made subject to this chapter on October 1, 2025.

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 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

MEMORANDUM

TO: Peter Ribbens, Assembly President
Members, KPB Assembly

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

FROM: Samantha Lopez, River Center Manager *SL*

DATE: August 7, 2025

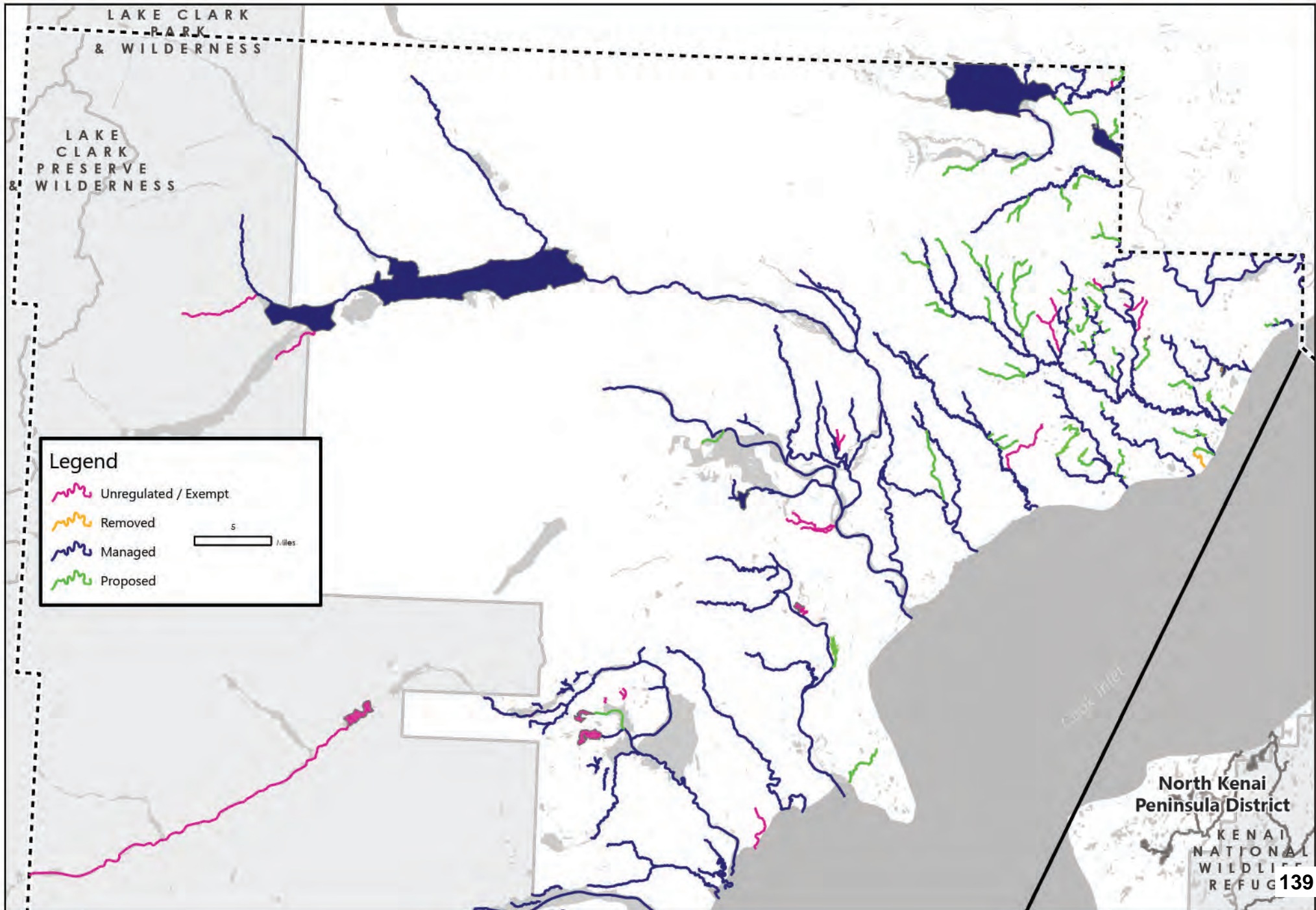
SUBJECT: Ordinance 2025- 20 , Amending Borough Code, KPB 21.18.025, Regarding Anadromous Waters within the West District of the KPB 21.18 Appendix (Mayor)

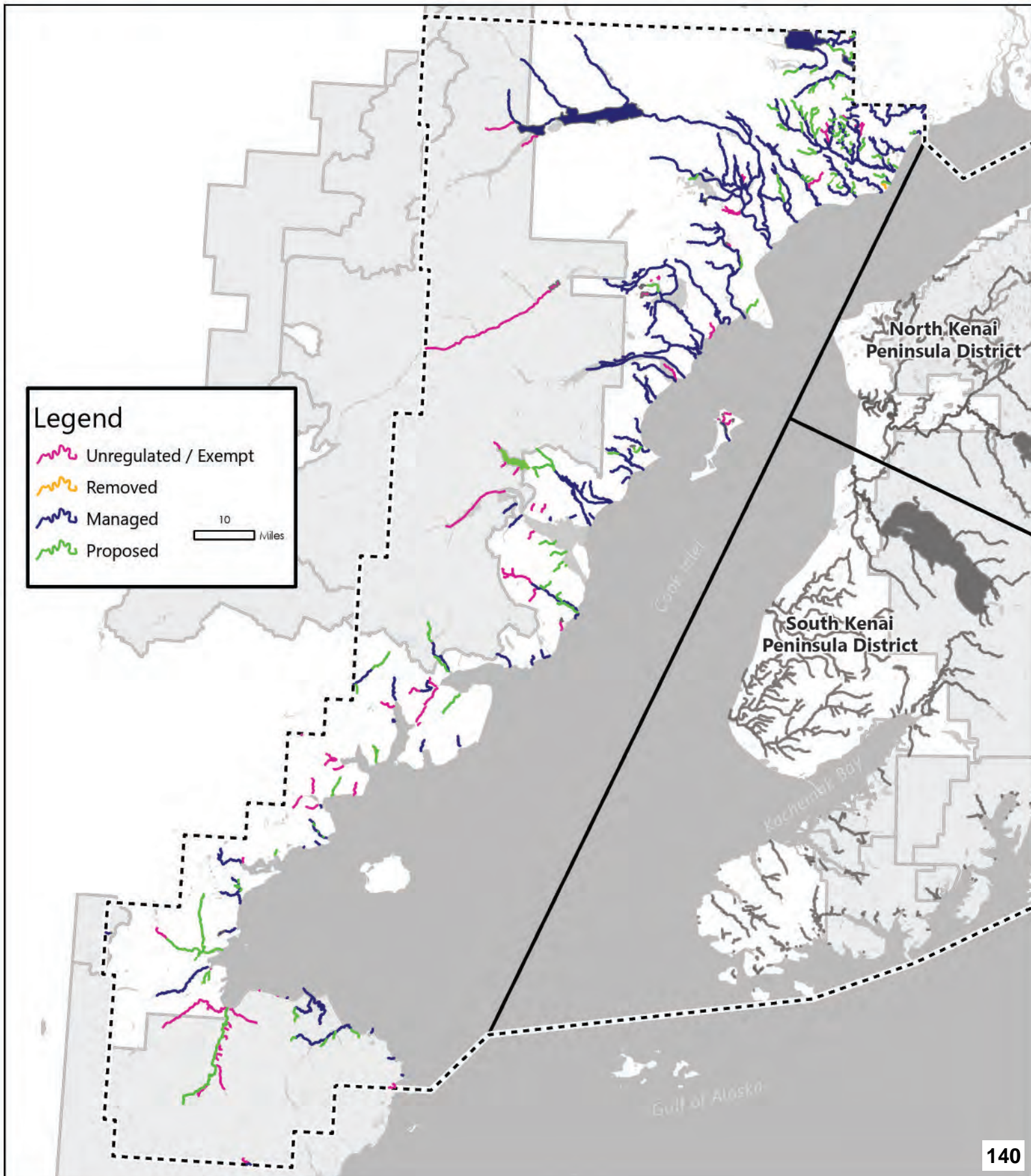
The Kenai Peninsula Borough (KPB) is home to vital watersheds that our salmon require to spawn, rear, and grow in. Maintaining watershed connectivity via riparian habitat buffers along anadromous waterbodies is one crucial tool that has proven to aid in sustaining the Kenai Peninsula's salmon populations. It is important that these buffers are developed in ways that allow property owners to freely recreate while also maintaining a healthy riparian habitat that benefits our salmon.

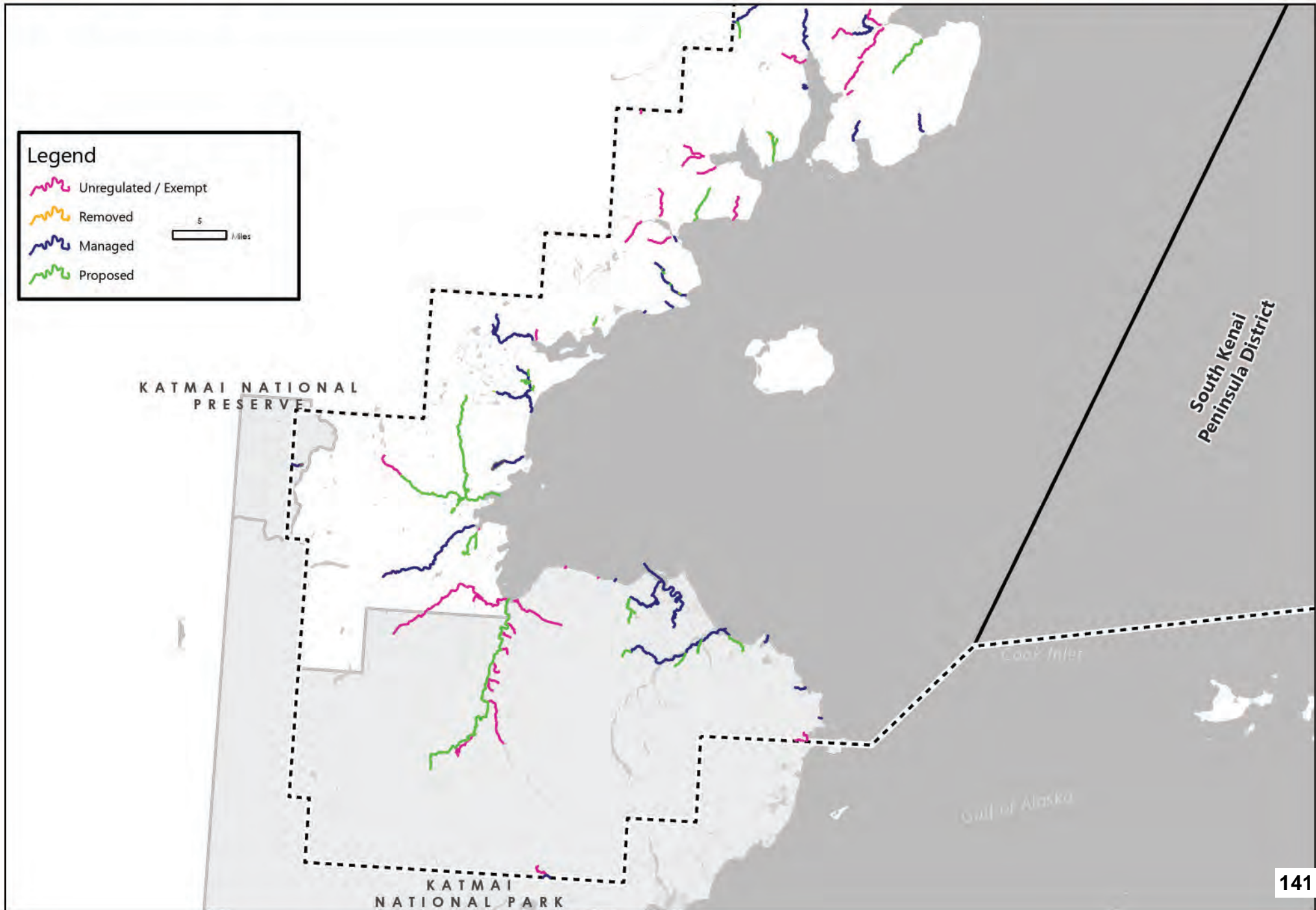
The Alaska Department of Fish and Game's (ADF&G) maintains the "Atlas and Catalog of Waters Important for Spawning, Rearing, or Migration of Anadromous Fish" (Catalog), and makes annual additions and deletions based on data observed in the field. In 2014, KPB opted to maintain its own list of anadromous waters, known as the KPB 21.18 Appendix, which is categorized into three geographical districts: South, West, and North. This ordinance addresses the additions and deletions within the West District.

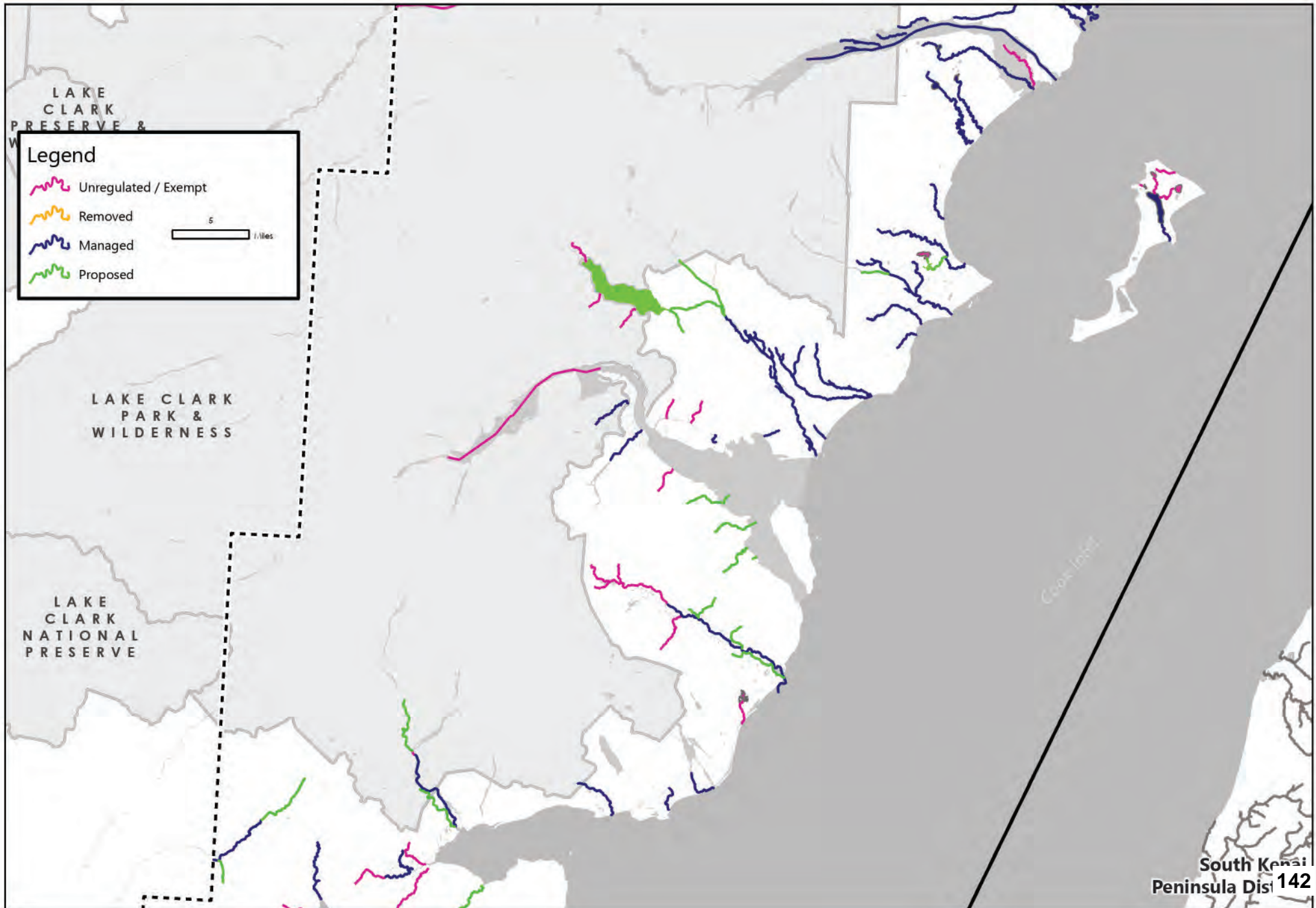
KPB 21.18.030(D) requires that the KPB Planning Department River Center Division reviews ADF&G's additions and deletions to the Catalog every three years and present those changes to the Assembly as proposed amendments to KPB 21.18. After a thorough review of those changes, the majority of proposed waterbodies are branches and extensions of waters already listed in the KPB 21.18 Appendix. There are 102 extensions and branches off of regulated streams, 19 streams and 24 lakes proposed for addition.

Your consideration is appreciated.









KPB 21.18 Appendix: West District

Proposed Updates

	AWC Number	Waterbody Name	Miles	Date Adopted/Proposed
1	243-10-10040	Kamishak River	25.6	October 1, 2025
2	243-10-10074	Unknown Stream	0.3	October 1, 2025
3	243-10-10075	Unknown Stream	0.3	January 1, 2014
4	243-10-10150	Douglas River	11.9	January 1, 2014
5	243-10-10150-2006	Unknown Stream	5.4	January 1, 2014
6	243-10-10150-2006-3028	Douglas Reef River	2.0	January 1, 2014
7	243-10-10150-2006-3028-4021	Unknown Stream	2.6	October 1, 2025
8	243-10-10150-2006-3028-4021-5010	Unknown Stream	1.6	October 1, 2025
9	243-20-10020	Paint River	11.5	October 1, 2025
10	243-20-10020-2007	Sulukpuk Creek	1.7	October 1, 2025
11	243-20-10020-2007-0010	Unknown Lake	2.2	October 1, 2025
12	243-20-10020-2010	Dunuletak Creek	12.0	October 1, 2025
13	243-20-10020-2040	Lake Fork Paint River	3.2	October 1, 2025
14	243-20-10035	McNeil River	12.2	January 1, 2014
15	243-20-10050	Mikfik Creek	2.4	October 1, 2025
16	243-20-10050-0010	Unknown Lake	2.5	January 1, 2012
17	243-20-10050-2005	*Joe's Creek	1.3	October 1, 2025
18	243-20-10060	*Water Creek	0.2	October 1, 2025
19	243-20-10060-2006	*Walker Creek	0.0	October 1, 2025
20	243-30-10200	Chenik Creek	2.0	January 1, 2014
21	243-30-10200-0010	Chenik Lake	3.6	January 1, 2014
22	243-40-10010	Amakdedori Creek	6.1	January 1, 2014
23	243-40-10010-0020	Unknown Lake	1.2	January 1, 2012
24	243-40-10010-2008	Right Fork Amakdedori Creek	4.2	January 1, 2014
25	243-40-10010-2008-3014	Unknown Stream	0.5	October 1, 2025
26	243-40-10010-2008-3014-0010	Unknown Lake	0.7	October 1, 2025
27	243-40-10010-2008-3030	Unknown Stream	0.6	October 1, 2025
28	243-40-10010-2008-3031	Unknown Stream	1.0	October 1, 2025
29	243-40-10010-2008-3031-0010	Unknown Lake	0.5	October 1, 2025
30	243-40-10010-2008-3031-4006	Unknown Stream	0.3	October 1, 2025
31	243-40-10010-2008-3036	Unknown Stream	0.1	October 1, 2025
32	243-50-10020	Unknown Stream	1.0	October 1, 2025
33	243-50-10050	Bruin Bay River	7.0	January 1, 2014
34	243-50-10050-2014	Unknown Stream	2.2	January 1, 2014
35	243-60-10180	Unknown Stream	0.2	January 1, 2014
36	243-60-10190	Unknown Stream	0.9	January 1, 2014
37	245-10-10010	Fitz Creek	5.4	October 1, 2025
38	245-10-10030	Chinitna River	2.5	January 1, 2014
39	245-10-10030-2007	Clearwater Creek	2.6	January 1, 2014
40	245-10-10050	Silver Salmon Creek	4.5	October 1, 2025
42	245-10-10060	West Glacier Creek	6.6	January 1, 2014
41	245-10-10060	West Glacier Creek	0.4	October 1, 2025
43	245-10-10060-2201	Unknown Stream	4.4	October 1, 2025
44	245-20-10170	Johnson River	12.2	January 1, 2014
45	245-20-10170-2001	*Triangle Peak Creek	4.9	October 1, 2025
46	245-20-10170-2010	Unknown Stream	2.4	October 1, 2025
47	245-20-10170-2020	Unknown Stream	2.2	October 1, 2025
48	245-20-10170-2020-3001	Unknown Stream	0.9	October 1, 2025
49	245-20-10230	Unknown Stream	2.7	January 1, 2014
50	245-20-10250	Shelter Creek	1.9	January 1, 2014
51	245-20-10270	East Glacier Creek	3.9	January 1, 2014
52	245-30-10010	Crescent River	12.4	January 1, 2014
53	245-30-10010-2007	Unknown Stream	0.8	January 1, 2014
54	245-30-10010-2049	Unknown Stream	0.6	January 1, 2014
55	245-30-10010-2053	Unknown Stream	1.0	January 1, 2014
56	245-30-10010-2056	Unknown Stream	0.7	January 1, 2014
57	245-30-10010-2058	Unknown Stream	0.2	January 1, 2014

KPB 21.18 Appendix: West District

Proposed Updates

58	245-30-10010-2060	Unknown Stream	1.9	January 1, 2014
59	245-30-10010-2060-3040	Unknown Stream	1.2	January 1, 2014
60	245-30-10010-2060-3040-4010	Unknown Stream	0.1	January 1, 2014
61	245-30-10010-2060-3040-4018	Unknown Stream	0.2	January 1, 2014
62	245-30-10010-2060-3040-4036	Unknown Stream	0.2	January 1, 2014
63	245-30-10010-2069	Unknown Stream	0.1	January 1, 2014
64	245-30-10010-2081	Unknown Stream	0.1	January 1, 2014
65	245-30-10010-2098	North Fork Crescent River	5.0	October 1, 2025
66	245-30-10010-2099	Lake Fork Crescent River	4.3	October 1, 2025
67	245-30-10010-2099-0010	Crescent Lake	16.6	January 1, 2012
68	245-30-10010-2099-3013	Unknown Stream	1.7	October 1, 2025
69	245-30-10019	Unknown Stream	1.1	January 1, 2014
70	245-30-10028	Unknown Stream	0.8	January 1, 2014
71	245-30-10084	Unknown Stream	3.3	January 1, 2014
72	245-30-10090	Open Creek	3.3	January 1, 2014
73	245-30-10110	Difficult Creek	3.6	October 1, 2025
74	245-30-10120	Hungryman Creek	3.5	October 1, 2025
75	245-30-10130	Bear Creek	2.9	October 1, 2025
76	245-30-10133	Little Bear Creek	1.2	October 1, 2025
77	245-30-10135	Unknown Stream	1.1	October 1, 2025
78	245-40-10010	Harriet Creek	9.3	January 1, 2014
79	245-40-10010-2015	Unknown Stream	1.8	October 1, 2025
80	245-40-10010-2015-0010	Wadell Lake	2.2	January 1, 2012
81	245-40-10010-2020	Unknown Stream	0.2	January 1, 2014
83	245-40-10020	Redoubt Creek	6.0	January 1, 2014
82	245-40-10020	Redoubt Creek	1.9	October 1, 2025
84	245-40-10020-2016	Unknown Stream	3.0	January 1, 2014
85	245-40-10020-2017	Unknown Stream	0.5	January 1, 2014
86	245-40-10020-2020	Redoubt Creek trib	3.1	January 1, 2014
87	245-40-10020-2020-3010	Unknown Stream	0.4	January 1, 2014
88	245-40-10020-2027	Unknown Stream	0.0	October 1, 2025
89	245-40-10030	Unknown Stream	5.0	January 1, 2014
90	245-40-10040	Unknown Stream	1.9	January 1, 2014
91	245-40-10050	Polly Creek	9.4	January 1, 2014
92	245-40-10050-2002	Little Polly Creek	6.9	January 1, 2014
93	245-40-10050-2002-3020	Unknown Stream	0.3	January 1, 2014
94	245-40-10050-2002-3030	Unknown Stream	0.5	January 1, 2014
95	245-40-10050-2017	Polly Creek	2.5	January 1, 2014
96	245-40-10050-2017-3004	Unknown Stream	0.5	January 1, 2014
97	245-40-10065	Unknown Stream	1.1	January 1, 2014
98	245-50-10010	Kustatan River	21.5	January 1, 2014
99	245-50-10010-2002	Unknown Stream	4.2	October 1, 2025
100	245-50-10010-2019	Unknown Stream	10.2	January 1, 2014
101	245-50-10010-2028	Unknown Stream	0.7	October 1, 2025
102	245-50-10010-2028-0010	Unknown Lake	5.3	October 1, 2025
103	245-50-10010-2043	Unknown Stream	7.5	January 1, 2014
104	245-50-10010-2043-3010	Unknown Stream	0.5	January 1, 2014
105	245-50-10010-2043-3010-0010	Unknown Lake	0.3	January 1, 2014
106	245-50-10010-2043-3082	Unknown Stream	0.7	January 1, 2014
107	245-50-10010-2047	Blacksand Creek	6.6	January 1, 2014
108	245-50-10010-2047-3001	Unknown Stream	1.3	January 1, 2014
109	245-50-10010-2047-3031	Unknown Stream	0.1	January 1, 2014
110	245-50-10020	Johnson Slough	5.2	January 1, 2014
111	245-50-10020-2014	Bachatna Creek	14.6	January 1, 2014
112	245-50-10020-2014-3048	Unknown Stream	0.4	January 1, 2014
113	245-50-10050	Big River	16.9	January 1, 2014
114	245-50-10050-2011	South Fork Big River	9.1	January 1, 2014
115	245-50-10050-2011-3010	Unknown Stream	1.2	January 1, 2014

KPB 21.18 Appendix: West District

Proposed Updates

116	245-50-10050-2011-3010-4008	Unknown Stream	0.5	January 1, 2014
117	245-50-10050-2011-3010-4012	Unknown Stream	0.8	January 1, 2014
118	245-50-10050-2011-3014	Unknown Stream	1.7	January 1, 2014
119	245-50-10050-2016	North Fork Big River	21.0	January 1, 2014
120	245-50-10050-2016-3035	Unknown Stream	1.1	January 1, 2014
121	245-50-10050-2016-3044	Unknown Stream	1.2	January 1, 2014
122	245-50-10050-2016-3046	Unknown Stream	0.1	January 1, 2014
123	245-50-10050-2016-3070	Unknown Stream	1.2	January 1, 2014
124	245-50-10050-2016-3070-4010	Unknown Stream	0.2	January 1, 2014
125	245-50-10050-2016-3090	Unknown Stream	1.1	January 1, 2014
126	245-50-10050-2016-3090-4011	Unknown Stream	1.2	January 1, 2014
127	245-50-10050-2016-3090-4011-5008	Unknown Stream	0.3	January 1, 2014
128	245-50-10050-2016-3090-4020	Unknown Stream	0.6	January 1, 2014
129	245-50-10050-2016-3101	Unknown Stream	0.5	January 1, 2014
130	245-50-10050-2016-3150	Unknown Stream	0.9	January 1, 2014
131	245-50-10050-2016-3201	Unknown Stream	2.2	January 1, 2014
132	245-50-10050-2016-3201-4112	Unknown Stream	1.9	January 1, 2014
133	245-50-10050-2020	Big River	2.8	October 1, 2025
134	245-50-10060	Seal River	6.9	January 1, 2014
135	245-50-10060-2001	Unknown Stream	2.1	January 1, 2014
136	245-50-10070	Montana Bill Creek	11.4	January 1, 2014
137	245-50-10070-2031	Unknown Stream	5.1	January 1, 2014
138	245-50-10085	Drift River	18.1	January 1, 2014
139	245-50-10085-2050	Unknown Stream	2.5	January 1, 2014
140	245-50-10085-2056	Unknown Stream	2.2	January 1, 2014
141	245-50-10085-2064	Unknown Stream	0.9	January 1, 2014
142	245-50-10085-2064-3021	Unknown Stream	0.1	January 1, 2014
143	245-50-10085-2066	Unknown Stream	2.9	January 1, 2014
144	245-50-10085-2066-3031	Unknown Stream	0.4	January 1, 2014
145	245-50-10085-2066-3054	Unknown Stream	0.1	January 1, 2014
146	245-50-10090	Cannery Creek	9.9	January 1, 2014
147	245-50-10090-2020	Unknown Stream	0.3	January 1, 2014
148	245-50-10090-2030	Unknown Stream	1.6	January 1, 2014
149	245-50-10090-2030-0010	Unknown Lake	1.9	January 1, 2014
150	245-50-10090-2030-0020	Unknown Lake	0.2	January 1, 2014
151	245-50-10110	Little Jack Slough	5.6	January 1, 2014
152	245-50-10110-0010	Unknown Lake	1.3	January 1, 2014
153	245-50-10120	Unknown Stream	10.1	January 1, 2014
154	245-50-10120-0010	Unknown Lake	1.6	January 1, 2014
155	245-50-10140	Unknown Stream	2.9	January 1, 2014
156	246-20-10020	Packers Creek	1.5	January 1, 2014
157	246-20-10020-0010	Packers Creek	5.3	January 1, 2014
158	247-10-10070	Middle River	11.5	January 1, 2014
159	247-10-10070-2012	Chuitkilnachna Creek	11.0	January 1, 2014
160	247-10-10070-2012-3071	Unknown Stream	1.0	January 1, 2014
161	247-10-10070-2018	Unknown Stream	5.5	October 1, 2025
162	247-10-10080	McArthur River	31.2	January 1, 2014
163	247-10-10080-2007	Unknown Stream	1.5	January 1, 2014
164	247-10-10080-2010	Chakachatna River	38.4	January 1, 2014
165	247-10-10080-2010-0010	Ch'akajabena Lake	37.7	January 1, 2014
166	247-10-10080-2010-3034	Unknown Stream	0.2	January 1, 2014
167	247-10-10080-2010-3040	Straight Creek	6.3	January 1, 2014
168	247-10-10080-2010-3040-4010	Unknown Stream	7.3	January 1, 2014
169	247-10-10080-2010-3040-4010-5002	Unknown Stream	0.4	January 1, 2014
170	247-10-10080-2010-3058	Nagishlamina River	17.6	January 1, 2014
171	247-10-10080-2010-3060	Chilligan River	11.6	January 1, 2014
172	247-10-10080-2010-3068	Igitna River	8.9	January 1, 2014
173	247-10-10080-2010-3068-0010	Kenibuna Lake	12.5	January 1, 2014

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174	247-10-10080-2020	Noaukta Slough	9.8	January 1, 2014
175	247-10-10080-2020-3029	Unknown Stream	8.7	January 1, 2014
176	247-10-10080-2020-3029-4020	Unknown Stream	3.2	January 1, 2014
177	247-10-10080-2020-3033	Unknown Stream	5.5	January 1, 2014
178	247-10-10080-2020-3033-4015	Unknown Stream	0.8	January 1, 2014
179	247-10-10080-2020-3035	Unknown Stream	3.1	January 1, 2014
180	247-10-10080-2038	Unknown Stream	14.7	January 1, 2014
181	247-10-10080-2042	Unknown Stream	1.9	January 1, 2014
182	247-10-10080-2042-3010	Unknown Stream	0.6	January 1, 2014
183	247-10-10080-2051	Unknown Stream	4.5	January 1, 2014
184	247-10-10080-2051-3029	Unknown Stream	2.4	January 1, 2014
185	247-10-10080-2051-3029-0010	Unknown Lake	5.2	January 1, 2014
186	247-10-10080-2051-3029-4001	Unknown Stream	0.4	January 1, 2014
187	247-10-10080-2051-3029-4036	Unknown Stream	1.3	January 1, 2014
188	247-10-10080-2061	Unknown Stream	1.9	October 1, 2025
189	247-10-10200	Nikolai Creek	30.3	January 1, 2014
190	247-10-10200-2060	Unknown Stream	0.8	January 1, 2014
191	247-10-10200-2060-3010	Unknown Stream	1.4	January 1, 2014
192	247-10-10200-2060-3010-4001	Unknown Stream	1.7	January 1, 2014
193	247-10-10200-2216	Unknown Stream	1.4	October 1, 2025
194	247-10-10200-2217	Unknown Stream	1.0	October 1, 2025
195	247-10-10200-2219	Unknown Stream	0.4	October 1, 2025
196	247-10-10200-2221	Unknown Stream	0.3	January 1, 2014
197	247-10-10200-2225	Unknown Stream	3.4	January 1, 2014
198	247-20-10002	Threemile Creek	5.8	January 1, 2014
199	247-20-10002-0010	Tukallah Lake	2.3	January 1, 2014
200	247-20-10002-0020	Unknown Lake	0.8	October 1, 2025
201	247-20-10002-2004	Unknown Stream	0.7	January 1, 2014
202	247-20-10002-2016	Unknown Stream	0.2	January 1, 2014
203	247-20-10002-2019	Unknown Stream	6.6	January 1, 2014
204	247-20-10002-2019-3101	Unknown Stream	0.4	January 1, 2014
205	247-20-10002-2019-3103	Unknown Stream	1.0	January 1, 2014
206	247-20-10006	*Rollercoaster Creek	0.9	October 1, 2025
207	247-20-10006-0010	Unknown Lake	0.7	October 1, 2025
209	247-20-10008	Unknown Stream	2.0	January 1, 2014
208	247-20-10008	Unknown Stream	0.2	October 1, 2025
210	247-20-10008-0010	Unknown Lake	2.0	October 1, 2025
211	247-20-10010	Chuitna River	40.7	January 1, 2014
212	247-20-10010-2006	Unknown Stream	2.6	January 1, 2014
213	247-20-10010-2006	Unknown Stream	2.8	October 1, 2025
214	247-20-10010-2009	Chuitna River	0.1	January 1, 2014
215	247-20-10010-2020	Lone Creek	13.0	January 1, 2014
216	247-20-10010-2020-3008	Unknown Stream	0.4	January 1, 2014
217	247-20-10010-2020-3008	Unknown Stream	3.1	October 1, 2025
218	247-20-10010-2020-3008-0010	Unknown Lake	1.1	October 1, 2025
219	247-20-10010-2020-3020	Unknown Stream	3.5	January 1, 2014
220	247-20-10010-2020-3020-0010	Unknown Lake	1.1	January 1, 2014
221	247-20-10010-2020-3033	Unknown Stream	0.1	October 1, 2025
222	247-20-10010-2020-3035	Unknown Stream	1.2	October 1, 2025
223	247-20-10010-2020-3035-4101	Unknown Stream	0.4	October 1, 2025
224	247-20-10010-2020-3035-4101-0010	Unknown Lake	0.5	October 1, 2025
225	247-20-10010-2020-3055	Unknown Stream	0.3	January 1, 2014
226	247-20-10010-2020-3055-0010	Denslow Lake	0.9	January 1, 2014
227	247-20-10010-2030	Middle Creek	9.5	January 1, 2014
228	247-20-10010-2030-3005	Unknown Stream	0.5	October 1, 2025
230	247-20-10010-2030-3006	Culvert Creek	2.5	January 1, 2014
229	247-20-10010-2030-3006	*Culvert Creek	0.6	October 1, 2025
231	247-20-10010-2030-3008	Unknown Stream	0.7	October 1, 2025

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232	247-20-10010-2030-3009	Unknown Stream	1.0	January 1, 2014
233	247-20-10010-2030-3009-4008	Unknown Stream	0.7	October 1, 2025
234	247-20-10010-2030-3010	Unknown Stream	0.1	October 1, 2025
235	247-20-10010-2030-3011	Unknown Stream	0.1	October 1, 2025
236	247-20-10010-2030-3012	Unknown Stream	0.3	January 1, 2014
237	247-20-10010-2030-3012	Unknown Stream	0.3	October 1, 2025
238	247-20-10010-2030-3013	Unknown Stream	0.1	October 1, 2025
239	247-20-10010-2030-3014	Unknown Stream	0.3	October 1, 2025
241	247-20-10010-2030-3018	Unknown Stream	0.8	January 1, 2014
240	247-20-10010-2030-3018	Unknown Stream	0.4	October 1, 2025
242	247-20-10010-2030-3018-4025	Unknown Stream	0.2	October 1, 2025
243	247-20-10010-2030-3018-4031	Unknown Stream	1.2	October 1, 2025
244	247-20-10010-2030-3018-4031-0010	Unknown Lake	0.5	October 1, 2025
245	247-20-10010-2030-3018-4031-5021	Unknown Stream	0.1	October 1, 2025
246	247-20-10010-2030-3019	Unknown Stream	0.1	October 1, 2025
247	247-20-10010-2030-3021	Unknown Stream	1.7	October 1, 2025
248	247-20-10010-2030-3021-4020	Unknown Stream	0.2	October 1, 2025
249	247-20-10010-2030-3031	Unknown Stream	0.3	October 1, 2025
250	247-20-10010-2030-3031-0010	Unknown Lake	0.4	October 1, 2025
251	247-20-10010-2040	Bass Creek	8.6	January 1, 2014
252	247-20-10010-2040-3009	Wilson Creek	1.4	January 1, 2014
253	247-20-10010-2040-3028	Unknown Stream	0.5	October 1, 2025
254	247-20-10010-2040-3031	Unknown Stream	1.9	January 1, 2014
255	247-20-10010-2040-3036	Unknown Stream	0.3	October 1, 2025
256	247-20-10010-2040-3042	Unknown Stream	0.2	October 1, 2025
257	247-20-10010-2040-3047	Unknown Stream	0.5	October 1, 2025
258	247-20-10010-2040-3047-4006	Unknown Stream	0.4	October 1, 2025
259	247-20-10010-2040-3048	Unknown Stream	0.6	October 1, 2025
261	247-20-10010-2049	Unknown Stream	1.7	January 1, 2014
260	247-20-10010-2049	Unknown Stream	1.5	October 1, 2025
262	247-20-10010-2049	Unknown Stream	1.9	October 1, 2025
263	247-20-10010-2049-3020	Unknown Stream	1.6	October 1, 2025
265	247-20-10010-2052	Chuit Creek	8.7	January 1, 2014
264	247-20-10010-2052	Chuit Creek	2.5	October 1, 2025
266	247-20-10010-2052-3060	Unknown Stream	6.9	October 1, 2025
267	247-20-10010-2052-3060-4012	Unknown Stream	1.5	October 1, 2025
268	247-20-10010-2052-3060-4030	Unknown Stream	1.9	October 1, 2025
269	247-20-10010-2052-3080	Unknown Stream	1.4	October 1, 2025
270	247-20-10010-2052-3086	Unknown Stream	2.2	October 1, 2025
271	247-20-10010-2062	Unknown Stream	1.8	October 1, 2025
272	247-20-10010-2087	Unknown Stream	0.6	January 1, 2014
273	247-20-10010-2087	Unknown Stream	1.2	October 1, 2025
274	247-20-10010-2087-3004	Unknown Stream	2.0	October 1, 2025
276	247-20-10010-2088	Wolverine Fork	4.4	January 1, 2014
275	247-20-10010-2088	Wolverine Fork	1.3	October 1, 2025
277	247-20-10010-2095	Unknown Stream	3.0	October 1, 2025
278	247-20-10020	Indian Creek	1.8	January 1, 2014
279	247-20-10020	Indian Creek	1.9	October 1, 2025
280	247-20-10020-0010	Unknown Lake	0.5	October 1, 2025
281	247-20-10020-0020	Unknown Lake	1.5	October 1, 2025
282	247-20-10020-2001	Unknown Stream	1.9	October 1, 2025
283	247-20-10020-2010	Unknown Stream	0.6	October 1, 2025
285	247-20-10040	Tyonek Creek	12.1	January 1, 2014
284	247-20-10040	Tyonek Creek	0.6	October 1, 2025
286	247-20-10040-2006	Unknown Stream	0.1	January 1, 2014
287	247-20-10040-2036	Unknown Stream	0.4	January 1, 2014
288	247-20-10050	Old Tyonek Creek	12.7	January 1, 2014
289	247-20-10050-2010	Unknown Stream	0.1	January 1, 2014

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290	247-20-10050-2010	Unknown Stream	0.1	October 1, 2025
291	247-20-10050-2022	*Robert's Creek	2.1	October 1, 2025
292	247-20-10050-2022-0010	Unknown Lake	0.8	October 1, 2025
294	247-20-10050-2025	Unknown Stream	5.3	January 1, 2014
293	247-20-10050-2025	Unknown Stream	1.1	October 1, 2025
295	247-20-10050-2025-0010	Unknown Lake	5.1	October 1, 2025
296	247-20-10050-2025-0020	Unknown Lake	1.7	October 1, 2025
298	247-20-10050-2031	Unknown Stream	1.6	January 1, 2014
297	247-20-10050-2031	Unknown Stream	1.5	October 1, 2025
299	247-20-10050-2031-0010	Unknown Lake	2.0	October 1, 2025
300	247-20-10050-2083	Unknown Stream	0.7	January 1, 2014
301	247-20-10050-2093	Unknown Stream	0.7	January 1, 2014
303	247-30-10090	Beluga River	15.2	January 1, 2014
302	247-30-10090	Beluga River	3.7	October 1, 2025
304	247-30-10090-0020	Lower Beluga Lake	8.2	January 1, 2014
305	247-30-10090-0030	Beluga Lake	19.6	January 1, 2014
306	247-30-10090-2009	Unknown Stream	0.9	January 1, 2014
307	247-30-10090-2020	Olson Creek	1.3	January 1, 2014
308	247-30-10090-2040	Coffee Creek	2.7	January 1, 2014
309	247-30-10090-2105	Bishop Creek	19.6	January 1, 2014
310	247-30-10090-2105-3015	Scarp Creek	3.0	January 1, 2014
311	247-30-10090-2105-3015-4012	Unknown Stream	0.4	January 1, 2014
312	247-30-10090-2105-3015-4012-5010	Unknown Stream	2.8	October 1, 2025
313	247-30-10090-2105-3015-4012-5010-6010	Unknown Stream	0.2	October 1, 2025
314	247-30-10090-2105-3015-4012-5010-6010-0010	Unknown Lake	1.7	October 1, 2025
315	247-30-10090-2105-3025	Unknown Stream	1.5	October 1, 2025
316	247-30-10090-2105-3025-0010	Unknown Lake	0.5	October 1, 2025
317	247-30-10090-2105-3025-0020	Unknown Lake	1.5	October 1, 2025
318	247-30-10090-2105-3031	Unknown Stream	2.0	October 1, 2025
319	247-30-10090-2105-3031-4020	Unknown Stream	0.7	October 1, 2025
320	247-30-10090-2105-3041	Unknown Stream	3.0	October 1, 2025
321	247-30-10090-2105-3041-4011	Unknown Stream	1.1	October 1, 2025
322	247-30-10090-2105-3101	Unknown Stream	1.6	January 1, 2014
323	247-30-10090-2109	Unknown Stream	0.4	January 1, 2014
324	247-30-10090-2111	Unknown Stream	3.0	October 1, 2025
325	247-30-10090-2120	Drill Creek	10.3	January 1, 2014
326	247-30-10090-2120-3021	Unknown Stream	0.9	October 1, 2025
327	247-30-10090-2120-3021-4004	Unknown Stream	1.2	October 1, 2025
328	247-30-10090-2130	Unknown Stream	6.1	January 1, 2014
329	247-30-10090-2150	Coal Creek	1.8	January 1, 2014
331	247-30-10090-2151	Chichantna River	10.4	January 1, 2014
330	247-30-10090-2151	Chichantna River	0.2	October 1, 2025
332	247-30-10090-2151-3101	Chichantna Creek	2.6	October 1, 2025
333	247-30-10090-2151-3131	Unknown Stream	3.7	October 1, 2025
335	247-30-10120	Unknown Stream	2.5	January 1, 2014
334	247-30-10120	Unknown Stream	0.6	October 1, 2025
336	247-30-10120-2020	Unknown Stream	0.5	October 1, 2025
337	248-10-10002	Sunday Creek	5.4	January 1, 2014
338	248-10-10002-2010	Unknown Stream	0.1	October 1, 2025
339	248-10-10002-2014	Unknown Stream	0.1	October 1, 2025
340	248-10-10002-2030	Unknown Stream	0.1	October 1, 2025
341	248-10-10002-2060	Unknown Stream	0.3	October 1, 2025
342	248-10-10002-2071	Unknown Stream	0.0	October 1, 2025
343	248-10-10008	Unknown Stream	0.5	January 1, 2014
344	248-10-10040	Brown's Peak Creek	4.2	October 1, 2025
345	248-10-10040-2031	Unknown Stream	0.1	October 1, 2025

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346	248-20-10060	North Head Creek	3.5	October 1, 2025
347	248-20-10060-2020	E Fork North Head Creek	0.9	October 1, 2025
348	248-20-10067	Unknown Stream	0.5	January 1, 2014
349	248-20-10068	Unknown Stream	0.3	January 1, 2014
350	248-20-10080	Iniskin River	4.7	January 1, 2014
351	248-20-10080-2002	Unknown Stream	0.3	January 1, 2014
352	248-30-10010	Bowser Creek	3.2	January 1, 2014
353	248-30-10020	Brown Creek	2.3	January 1, 2014
354	248-40-10100	Douglas River	10.6	January 1, 2014
355	248-40-10100-2003	Douglas Beach River	0.6	January 1, 2014
356	248-40-10100-2007	Unknown Stream	2.0	October 1, 2025
357	248-40-10100-2013	Unknown Stream	1.8	October 1, 2025
359	248-40-10100-2040	Unknown Stream	3.9	January 1, 2014
358	248-40-10100-2040	Unknown Stream	1.2	October 1, 2025
360	248-40-10105	Unknown Stream	0.8	January 1, 2014
361	248-40-10120	Unknown Stream	1.2	January 1, 2014
362	248-40-10150	Unknown Stream	0.4	January 1, 2014
363	262-15-10020	Big River	0.9	January 1, 2014
364	324-10-10150-2010-3115-4037	Unknown Stream	0.8	January 1, 2014
366	324-10-10150-2402	Iliamna River	4.8	January 1, 2014
365	324-10-10150-2402	Unknown Stream	4.7	October 1, 2025
367	324-10-10150-2402-3040	Unknown Stream	1.6	October 1, 2025